CITY OF SHERMAN
CITY COUNCIL REGULAR MEETING AGENDA
COMMUNITY ROOM OF THE SHERMAN POLICE HEADQUARTERS
2600 W. TRAVIS STREET
SHERMAN, TEXAS
TUESDAY, JANUARY 21, 2025
5:00 PM

A.1. CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN

A.2. PLEDGE OF ALLEGIANCE AND INVOCATION LED BY DEPUTY MAYOR JUSTON DOBBS

A.3. APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF JANUARY 6, 2025.

Citizen Comments

B.1. CITIZEN COMMENTS

During this meeting, the City Council welcomes public comment only on agenda items listed under the Open Meeting portion of the agenda, in accordance with Texas Government Code Section 551.007. For items not listed on the agenda, those matters may be discussed with City staff during regular business hours, or with the Mayor or any Council member by contacting them at times other than at City Council meetings.

Consent Agenda

C.1. CONSENT AGENDA

Asterisked (*) items are considered to be routine and will be enacted in one motion without discussion unless a Council Member or a citizen requests a specific item be discussed and voted on separately

Special Presentation

D.1. SPECIAL PRESENTATION

Receive Quarterly Progress Report from Sherman Economic Development Corporation President Kent Sharp

D.2. SPECIAL PRESENTATION

Receive Presentation from the Leadership Sherman's Class of 2025

Public Hearing

E.1. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6800

Amending Sherman’s Zoning Ordinance/Code Of Ordinances Chapter 14, Repealing Ordinance 6602, And Granting A Specific Use Permit To Allow Hotel or Motel in the Blalock Commercial Overlay District Located at 301 West Travis Street, Consisting of 4.821 acres being in the Preston Kitchen Survey, Abstract No. 667 and currently in the Blalock Commercial Overlay District/Blalock Planned Development District, City Of Sherman, Grayson County, Texas TEKMAK Sherman Hotel, LP (Owner), Kellen Robertson (Representative) and Votex Surveying Company (Surveyor) Prescribing Conditions To The Specific Use Permit; Providing A Penalty Not To Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date;

Any item on this posted agenda may be discussed in Executive Session provided it is within one of the permitted categories under Chapter 551 of the Texas Government Code

E.2. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6801**

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, And Granting A Specific Use Permit To Allow a Hotel or Motel in a C-1 (Retail Business) District/75&82 Overlay District, Located in the 500 Block East Lamberth Road, Consisting of 2.233 acres being in the J.B. McAnair Survey, Abstract No. 763, City Of Sherman, Grayson County, Texas Sherman Development Limited Partnership No. 3, LP (Owner), Steve Meier (Representative) and Vasquez Engineering, LLC (Surveyor) Prescribing Conditions To The Specific Use Permit; Providing A Penalty Not To Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

E.3. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6802**

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, Repealing Ordinance 6605, And Granting A Specific Use Permit To Allow Mini-Warehouse in a C-1 (Retail Business) District/FM Highway 1417 Overlay District Located in the 3600 Block Steeple Chase Drive, Consisting of 3.002 acres, being Lot 4, Block 1 of Bearcat Crossing Addition, City Of Sherman, Grayson County, Texas Core Self Storage, LLC (Owners), Jim Lee (Representative) and A&W Surveyors, Inc. (Surveyor) Conditions To The Specific Use Permit; Providing A Penalty Not To Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

E.4. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6803**

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land being the West 100 feet of Lot 5 and Lot 6, Block 37 of the College Park Addition, City Of Sherman, Grayson County, Texas, Located in the 100 Block North Cleveland Avenue, Heretofore Zoned R-6 (Single Family Residential) District; Rezoning And Placing The Tract In The R-4 (Single Family Residential) District Zoning Classification, Jinal and Harsiddh Patel (Owner) and Underwood Drafting & Surveying, Inc. (Surveyor) Providing For A Penalty Not To Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

E.5. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6804**

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, And Granting A Specific Use Permit To Allow Schools; Elementary, High, College and Universities, Public, Private, or Denominational in a R-6 (Single Family Residential) District, Located at 400 North Sunset Boulevard, Consisting of 12.131 acres being in the J.B. McAnair Survey, Abstract No. 763, City Of Sherman, Grayson County, Texas Sherman Independent School District (Owner), Taylor Boswell (Representative) and Teague Nall & Perkins (Surveyor) Prescribing Conditions To The Specific Use Permit; Providing A Penalty Not To Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

E.6. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6805**

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land Consisting Of 2.820 acres being in the J.B. McAnair Survey, Abstract No. 763, City Of Sherman, Grayson County, Texas, Located at 1831 Texoma Parkway, Heretofore Zoned C-2 (General Commercial) District; Rezoning And Placing The Tract In The C-1 (Retail Business) District Zoning Classification, Rash Ventures, LLC (Owner) and Bluestar Surveying, LLC (Surveyor) Providing For A Penalty Not To Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

E.7. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6806**

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, And Granting A Specific Use Permit To Allow a Hotel or Motel in a C-1 (Retail Business) District, Located at 1831 Texoma Parkway, Consisting of 2.820 acres being in the J.B. McAnair Survey, Abstract No. 763, City Of Sherman, Grayson County, Texas Rash Ventures, LLC (Owner) and Bluestar Surveying, LLC (Surveyor) Prescribing Conditions To The Specific Use Permit; Providing A Penalty Not To Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

Any item on this posted agenda may be discussed in Executive Session provided it is within one of the permitted categories under Chapter 551 of the Texas Government Code

E.8. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6807**

Amending Sherman's Zoning Ordinance/Code of Ordinances Chapter 14, to Rezone a Tract of Land Consisting of 2.11 Acres Being a Part of the Samuel Blagg Survey, Abstract No. 56 and Being Lot 2 in Block 1 of Travelers Inn Addition, City of Sherman, Grayson County, Texas, Located a 401 South Sam Rayburn Freeway, Heretofore Zoned C-2 (General Commercial) District/Sam Rayburn Overlay District; Rezoning and Placing the Tract in the C-1 (Retail Business) District/Sam Rayburn Overlay District Zoning Classification, Haresh Surti (Owner) and Sartin & Associates, Inc. (Surveyor) Providing for a Penalty not ot Exceed $2,000.00; Providing a Repealing/Savings Clause, Severability Clause and an Effective Date

E.9. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6808**

Temporarily Reducing the Maximum Rates of Speed on Certain Portions of U.S. Highway 75 Frontage Roads in the Corporate Limits of Sherman, Grayson County, Texas, During Construction; Providing for a Penalty Clause with a Maximum Fine of $2,000; Declaring an Emergency; Providing for Severability; Providing for a Repealer

Close Public Hearing and Consider Adoption of Ordinances

F.1. **CLOSE PUBLIC HEARING**

Consider Adoption of Ordinances 6800, 6801, 6802, 6803, 6804, 6805, 6806, 6807 & 6808

Resolutions

G.1. **RESOLUTION NO. 7465**

Authorizing the Execution of a Right-of-Way Warranty Deed for the Purchase of 0.0888 Acres of Land Situated in the Elizabeth Jones Survey A-625, Sherman, Texas

G.2. **** RESOLUTION NO. 7466***

Authorizing the Execution of an Encroachment Agreement with 5922 Texoma Parkway, LLC for the Encroachment of a Marquee Sign within 15-foot Utility Easement to be dedicated in the Final Plat of 5922 Texoma Parkway Addition, to be Filed in the Plat Records, Grayson County, Texas.

G.3. **** RESOLUTION NO. 7467***

Authorization for Execution of Contract through TIPS (Contract number 230601) with ClientFirst to Assist with Selection of Computerized Maintenance Management System (CMMS) for Water Utilities.

G.4. **** RESOLUTION NO. 7468***

Authorizing the City Manager or His Designee to Execute a 20-foot Drainage Easement for Sherman Economic Development Corporation Across Property Located at Hwy 75 property ID 125557, Ground Storage Tank Property.

G.5. **** RESOLUTION NO. 7469***

Awarding a Bid to and Authorizing Execution of a Contract Between Lynn Vessels Construction, LLC and the Greater Texoma Utility Authority Based on an Invitation to Bid for the Crossroads Wastewater Main Extension

Request to Advertise

H.1. **** REQUEST TO ADVERTISE***

Annual Supply of Water Chemicals

H.2. **** REQUEST TO ADVERTISE***

Park Restroom Cleaning Services

Any item on this posted agenda may be discussed in Executive Session provided it is within one of the permitted categories under Chapter 551 of the Texas Government Code

Other Business

I.1. OTHER BUSINESS

Receive Presentation on Downtown Incentive Program

Consider Board/Commission Appointments

J.1. BOARD/COMMISSION APPOINTMENT

Airport Advisory Board (4)

COUNCIL COMMENTS

EXECUTIVE SESSION

In accordance with the Texas Open Meetings Act, Chapter 551 of the Texas Government Code, the City Council may hold an Executive Session if the discussion of any of the items identified in this agenda, or any of the items identified below, concern one or more of the following:

L.1. TEX. GOV'T CODE § 551.071

Seeking the advice of its attorney about pending or contemplated litigation, settlement offers or any matter in which the duty of the attorney to the City Council under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act.

L.2. TEX. GOV.'T CODE § 551.072

Deliberating the purchase, exchange, lease or value of real property if deliberation in an Open Meeting would have a detrimental effect on the position of the City in negotiations with a third person.

L.3. TEX. GOV'T CODE § 551.073

Deliberating a negotiated contract for a prospective gift or donation to the City if deliberation in an Open Meeting would have a detrimental effect on the position of the City in negotiations with a third person.

L.4. TEX. GOV'T CODE § 551.074

Deliberating the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee; or to hear a complaint or charge against an officer or employee unless the officer or employee who is the subject of the deliberation or hearing requests a public hearing

L.5. TEX. GOV'T CODE § 551.076

Deliberating the deployment, or specific occasions for implementation, of security personnel or devices or a security audit.

L.6. TEX. GOV'T CODE § 551.087

Discussing or deliberating commercial or financial information that the City has received from a business prospect that the City seeks to have locate, stay or expand in or near the City and with which the City is conducting economic development negotiations; or deliberating the offer of a financial or other incentive to a business prospect.

a) Crossroads Development
b) Shepherd Place Development
c) Hospital Project

L.7. TEX. GOV'T CODE § 551.089

Deliberating security assessments or deployments relating to information resources technology, network security information, or the deployment or specific occasions for implementation of security personnel, critical infrastructure or security devices.

Any item on this posted agenda may be discussed in Executive Session provided it is within one of the permitted categories under Chapter 551 of the Texas Government Code

The Council reconvenes into General Session

COUNCIL CALENDAR

N.1. 2025 COUNCIL CALENDAR

CERTIFICATION

I, the undersigned authority, do hereby certify that the above Notice of Regular Meeting of the City Council of the City of Sherman is a true and correct copy of said Notice and that I posted a true and correct copy of said Notice on the bulletin board at City Hall (317 S. Travis) of said City of Sherman, Texas, a place convenient to the public, and said notice was posted on Thursday, January 16, 2025 at 4:59 p.m., and said time of posting was 72 hours before said meeting was convened or called to order.

Dated the 16th day of January 2025. City of Sherman, Texas

_____

City Clerk

The above agenda schedule represents an estimate of the order for the indicated items and is subject to change at any time. All agenda items are subject to final action by the City Council.

An unscheduled closed executive session may be held if the discussion of any of the above agenda items concerns the purchase, exchange, lease or value of real property; the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee; the deployment or use of security personnel or equipment; or requires consultations with the City Attorney.

At the discretion of the City Council, non-agenda items under the headings of “Citizens Requests”, “Media Questions”, and “Council Concerns” may be presented to the Council for informational purposes; however, by law, the Council shall not discuss, deliberate, or vote upon such matters except that a statement of specific factual information, a recitation of existing policy, and deliberations concerning the placing of the subject on a subsequent agenda may take place.

The City Attorney has approved the Executive Session items on this agenda

PERSONS WITH DISABILITIES, WHO PLAN TO ATTEND THIS MEETING AND WHO MAY NEED ASSISTANCE, ARE REQUESTED TO CONTACT LINDA ASHBY AT (903) 892-7204, TWO (2) WORKING DAYS PRIOR TO THE MEETING SO THAT APPROPRIATE ARRANGEMENTS CAN BE MADE.

Mayor	Deputy Mayor	Council Members	
Shawn C. Teamann	Juston Dobbs	Henry Marroquin, Council-At-Large, PL #1	Josh Stevenson, Council – District #2
		Juston Dobbs, Council-At-Large, PL #2	Pamela L. Howeth, Council – District #3
		Clay Barnett, Council – District #1	Daron Holland, Council – District #4

Any item on this posted agenda may be discussed in Executive Session provided it is within one of the permitted categories under Chapter 551 of the Texas Government Code

STATE OF TEXAS §

January 6, 2025

COUNTY OF GRAYSON §

BE IT REMEMBERED THAT A Regular Meeting of the City Council of the City of Sherman, Grayson County, Texas was begun and held in the Community Room of the Sherman Police Headquarters, 2600 W. Travis Street, on January 6, 2025.

MEMBERS PRESENT: **MAYOR SHAWN TEAMANN; DEPUTY MAYOR JUSTON DOBBS. COUNCIL MEMBERS BARNETT, HOWETH, MARROQUIN, STEVENSON.**

MEMBERS ABSENT: **COUNCIL MEMBER HOLLAND.**

CALL TO ORDER — **CALL TO ORDER**

Mayor Teamann called the meeting to order at 5:00 p.m. The Pledge of Allegiance and Invocation were led by Mayor Shawn Teamann.

APPROVE MINUTES — **APPROVE MINUTES**

The Council reviewed the Minutes of the Regular City Council Meeting of December 16, 2024. Council Member Stevenson moved to approve the Minutes, as presented; Second by Council Member Barnett; All present voted AYE.
MOTION CARRIED.

CITIZEN'S COMMENTS — **CITIZEN'S COMMENTS**

There were no citizen's comments.

CONSENT AGENDA — **CONSENT AGENDA**

Asterisked (*) items are considered to be routine and will be enacted in one motion without discussion unless a Council Member or a citizen requests a specific item be discussed and voted on separately.

Mayor Teamann removed Item G-3, entitled "Authorize Partial Payout of Accumulated Paid Time Off," from the Consent Agenda for discussion after the Executive Session.

The Council reviewed the Consent Agenda. Council Member Barnett moved to approve the Consent Agenda, with the exception of Item G-3, which will be discussed after the Executive Session. Second by Council Member Stevenson. All present voted AYE.

Mayor Teamann introduced Ordinance No. 6799 and called for a public hearing: — **ORD 6799 ABANDONING ROW EASEMENT (HILLTOP ESTATES, HILLTOP 2 ESTATES, & MIDWAY ESTATES)**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, CLOSING AND ABANDONING MULTIPLE RIGHTS OF WAY IN THE CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, SAID RIGHTS OF WAY BEING ESTABLISHED IN VOLUME 5, PAGE 1; VOLUME 9, PAGE 3; AND VOLUME 16, PAGE 164, PLAT RECORDS, GRAYSON COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED IN THE EXHIBITS "A," "B," AND "C" ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES.

Wayne Lee, Director of Engineering, said this was a request from the property owner working on Sweetwater Springs Phase 2, to abandon some old rights-of-way associated with Midway Estates and Hilltop Estates. The locations of the rights-of-way were revised to better fit with the proposed alignment of the roadways.

No citizens appeared before the City Council to discuss Ordinance No. 6799.

The Public Hearing was closed.

Ordinance 6799

ORD 6799 ABANDONING ROW EASEMENT (HILLTOP ESTATES, HILLTOP 2 ESTATES, & MIDWAY ESTATES)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, CLOSING AND ABANDONING MULTIPLE RIGHTS OF WAY IN THE CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, SAID RIGHTS OF WAY BEING ESTABLISHED IN VOLUME 5, PAGE 1; VOLUME 9, PAGE 3; AND VOLUME 16, PAGE 164, PLAT RECORDS, GRAYSON COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED IN THE EXHIBITS "A," "B," AND "C" ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES.

ACTION TAKEN.

Motion by Council Member Stevenson to approve Ordinance No. 6799, as presented. Second by Deputy Mayor Dobbs.

VOTING AYE: Teamann, Barnett, Dobbs, Howeth, Marroquin, Stevenson.
VOTING NAY: None.
MOTION CARRIED.

RESOLUTION NO. 7457 -- AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE A PURCHASE AND SALE AGREEMENT AND SPECIAL WARRANTY DEED FOR THE PURCHASE OF LOTS 6 & 7 OF KESSLER VIEW ADDITION KNOWN AS 112 KESSLER BLVD, SHERMAN, TEXAS

RES 7457 PURCHASE OF PROPERTY (112 KESSLER BLVD)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE A PURCHASE AND SALE AGREEMENT AND SPECIAL WARRANTY DEED FOR THE PURCHASE OF LOT 6 & 7 OF THE KESSLER VIEW ADDITION KNOWN AS 112 KESSLER BLVD., SHERMAN, TEXAS.

Mr. Lee said these are repetitive flood properties and part of the structures are in the floodway of the creek. The property owner would like to sell the property to the City at a fair and equitable price.

By the City purchasing the property, it will allow them to divert some of the erosion between this lot and one to the south, where the erosion is threatening the structure of that house. With this purchase, the City can redirect the drainage.

Council Member Barnett asked if the property was being purchased with FEMA funds. Mr. Lee said FEMA funds would take a longer timeframe. Robby Hefton, City Manager, said it was being purchased with stormwater funds.

ACTION TAKEN.
Motion by Council Member Howeth to approve Resolution No. 7457, as presented. Second by Council Member Stevenson.
VOTING AYE: Teamann, Barnett, Dobbs, Howeth, Marroquin, Stevenson.
VOTING NAY: None.
MOTION CARRIED.

RESOLUTION NO. 7458 -- ACCEPTING THE CONTRACT WITH RED RIVER CONSTRUCTION COMPANY, INC. FOR THE CONSTRUCTION OF THE POST OAK WASTEWATER TREATMENT PLANT EQUALIZATION BASIN IMPROVEMENTS AS COMPLETE

RES 7458 POST OAK WWTP EQUALIZATION BASIN

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, ACCEPTING THE CONTRACT WITH RED RIVER CONSTRUCTION COMPANY, INC. FOR THE POST OAK WASTEWATER TREATMENT PLANT EQUALIZATION BASIN IMPROVEMENTS AS COMPLETE.
CONSENT AGENDA.

RESOLUTION NO. 7459 -- AUTHORIZING EXECUTION OF AMENDMENT NO. 4 TO THE PROFESSIONAL SERVICES AGREEMENT WITH PLUMMER ASSOCIATES, INC. FOR ENGINEERING SERVICES FOR DESIGN OF THE WASTEWATER TREATMENT AND WATER REUSE MASTER PLAN PROJECT

RES 7459 WWTP & WATER REUSE MASTER PLAN PROJECT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AMENDMENT NO. 4 TO THE PROFESSIONAL SERVICES AGREEMENT WITH PLUMMER ASSOCIATES, INC. FOR ENGINEERING SERVICES FOR DESIGN OF THE WASTEWATER TREATMENT AND WATER REUSE MASTER PLAN PROJECT.
CONSENT AGENDA.

RESOLUTION NO. 7460 -- AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH PLUMMER ASSOCIATES, INC. FOR THE SWWTP-MBR SOLIDS THICKENING IMPROVEMENTS

RES 7460 SWWTP - MBR SOLIDS THICKENING IMPROVEMENTS

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH PLUMMER ASSOCIATES, INC. FOR ENGINEERING SERVICES FOR THE SWWTP-MBR SOLIDS THICKENING IMPROVEMENTS.
CONSENT AGENDA.

RESOLUTION NO. 7461 -- AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH PLUMMER ASSOCIATES, INC. FOR THE SOUTH WWTP PHASE II EXPANSION

RES 7461 SWWTP PHASE II EXPANSION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH PLUMMER ASSOCIATES, INC. FOR ENGINEERING SERVICES FOR THE SOUTH WWTP PHASE II EXPANSION.
CONSENT AGENDA.

RES 7462 BLANTON DR. DRAINAGE IMPROVEMENTS

RESOLUTION NO. 7462 -- AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH WALTER P. MOORE & ASSOCIATES, INC. FOR THE BLANTON DRIVE DRAINAGE IMPROVEMENTS

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH WALTER P. MOORE & ASSOCIATES, INC. FOR THE BLANTON DRIVE DRAINAGE IMPROVEMENTS.

CONSENT AGENDA.

RES 7463 ENCROACHMENT FOR MONUMENT SIGN

RESOLUTION NO. 7463 -- AUTHORIZING THE EXECUTION OF AN ENCROACHMENT AGREEMENT TO ALTERRIAN CAPITAL, LLC FOR THE ENCROACHMENT OF A MONUMENT SIGN WITHIN A 15-FOOT UTILITY, LANDSCAPE & SIDEWALK EASEMENT ESTABLISHED IN INSTRUMENT NO. 2024-156, PLAT RECORDS, GRAYSON COUNTY, TEXAS, IN THE CITY OF SHERMAN

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN ENCROACHMENT AGREEMENT TO ALTERRIAN CAPITAL, LLC FOR THE ENCROACHMENT OF A MONUMENT SIGN WITHIN 15-FOOT UTILITY, LANDSCAPE & SIDEWALK EASEMENT ESTABLISHED IN INSTRUMENT NO. 2024-156, PLAT RECORDS, GRAYSON COUNTY, TEXAS, IN THE CITY OF SHERMAN.

CONSENT AGENDA.

RES 7464 OPIOID LITIGATION

RESOLUTION NO. 7464 -- JOINING WITH THE STATE OF TEXAS AND POLITICAL SUBDIVISIONS OF THE STATE AS A PARTY IN THE GLOBAL OPIOID SETTLEMENT AGREEMENT REGARDING OPIOID USE AND DISTRIBUTION IN *IN RE: TEXAS OPIOID LITIGATION,* MDL NO. 2018-63587, IN THE 152ND DISTRICT COURT OF HARRIS COUNTY, TEXAS, AND OTHER LITIGATION; OPTING INTO THE KROGER GLOBAL SETTLEMENT AGREEMENT DATED AS OF MARCH 22, 2024; AUTHORIZING THE CITY MANAGER TO EXECUTE SETTLEMENT PARTICIPATION DOCUMENTS AND RATIFYING THE CITY MANAGER'S PRIOR EXECUTION OF THE SAME

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, JOINING WITH THE STATE OF TEXAS AND POLITICAL SUBDIVISIONS OF THE STATE AS A PARTY IN THE GLOBAL OPIOID SETTLEMENT AGREEMENTS REGARDING OPIOID USE AND DISTRIBUTION IN *IN RE: TEXAS OPIOID LITIGATION*, MDL NO. 2018-63587, IN THE 152ND DISTRICT COURT OF HARRIS COUNTY, TEXAS, AND OTHER LITIGATION; OPTING INTO THE KROGER GLOBAL SETTLEMENT AGREEMENT DATED AS OF MARCH 22, 2024; AUTHORIZING THE CITY MANAGER TO EXECUTE SETTLEMENT PARTICIPATION DOCUMENTS AND RATIFYING THE CITY MANAGER'S PRIOR EXECUTION OF THE SAME; AND PROVIDING FOR AN EFFECTIVE DATE.

CONSENT AGENDA.

OTHER BUSINESS

APPOINT ACTING CITY MANAGER

APPOINT ACTING CITY MANAGER

Mayor Teamann said this Agenda Item would be discussed after the Executive Session.

EMERGENCY WELL REPAIRS SHEPHERD #1 TRINITY

EMERGENCY REPAIR OF THE SHEPHERD #1 TRINITY WELL UNDER EMERGENCY DESIGNATION

The City Council approved the emergency repair of the Shepherd #1 Trinity Well under an Emergency Designation. The groundwater well has suffered damage by a lightning strike on November 6, 2024.

An inspection confirmed that the motor was damaged and the estimated cost to repair the well is approximately $242,378. Insurance is expected to cover the repair, however any difference will be funded through the Utility Fund.
CONSENT AGENDA.

PARTIAL PAYOUT OF ACCUMULATED SICK LEAVE

AUTHORIZE PARTIAL PAYOUT OF ACCUMULATED PAID TIME OFF

Mayor Teamann removed Item G-3 from the Consent Agenda for discussion after the Executive Session.

COUNCIL COMMENTS

COUNCIL COMMENTS

- **Council Members recognized the recent vehicle accidents in Sherman and thanked the Police Department, Fire Department, and the First Responders from surrounding communities and organizations that have helped in the search for Clara Robinson. They also asked that everyone keep the Robinson family in their prayers. (Shawn Teamann, Clay Barnett, Henry Marroquin, Pam Howeth, Juston Dobbs, Josh Stevenson)**

ANNOUNCEMENTS

ANNOUNCEMENTS

Mayor Teamann announced the following:

- **Sherman Chamber of Commerce will hold their Annual Awards Banquet on January 23, 2025 in the Municipal Ballroom.**

- **Parks and Recreation will host their Annual Father-Daughter Dance on February 7 and 8, 2025.**

- **The Inaugural Sherman Showdown Food Truck Competition will be held in Downtown Sherman on May 3, 2025.**

- **The Salvation Army and Grand Central Station will be open as warming stations, during the upcoming bad weather event. The Municipal Ballroom will be on standby and will be opened if needed.**

EXECUTIVE SESSION

EXECUTIVE SESSION – IN ACCORDANCE WITH CHAPTER 551, GOVT. CODE, V.T.C.S., (OPEN MEETINGS LAW)

THE CITY COUNCIL WILL NOW HOLD AN EXECUTIVE SESSION PURSUANT TO THE PROVISIONS OF THE OPEN MEETINGS LAW, CHAPTER 551, GOVERNMENT CODE, VERNONS TEXAS CODES ANNOTATED, IN ACCORDANCE WITH THE AUTHORITY CONTAINED IN THE FOLLOWING SECTIONS.

TEX. GOV'T CODE § 551.071 --
SEEKING THE ADVICE OF ITS ATTORNEY ABOUT PENDING OR CONTEMPLATED LITIGATION, SETTLEMENT OFFERS OR ANY MATTER IN WHICH THE DUTY OF THE ATTORNEY TO THE CITY COUNCIL UNDER THE TEXAS DISCIPLINARY RULES OF PROFESSIONAL CONDUCT OF THE STATE BAR OF TEXAS CLEARLY CONFLICTS WITH THE TEXAS OPEN MEETINGS ACT

TEX. GOV'T CODE § 551.072 --
DELIBERATING THE PURCHASE, EXCHANGE, LEASE OR VALUE OF REAL PROPERTY IF DELIBERATION IN AN OPEN MEETING WOULD HAVE A DETRIMENTAL EFFECT ON THE POSITION OF THE CITY IN NEGOTIATIONS WITH A THIRD PERSON

TEX. GOV'T CODE § 551.073 --
DELIBERATING A NEGOTIATED CONTRACT FOR A PROSPECTIVE GIFT OR DONATION TO THE CITY IF DELIBERATION IN AN OPEN MEETING WOULD HAVE A DETRIMENTAL EFFECT ON THE POSITION OF THE CITY IN NEGOTIATIONS WITH A THIRD PERSON

TEX. GOV'T CODE § 551.074 --
DELIBERATING THE APPOINTMENT, EMPLOYMENT, EVALUATION, REASSIGNMENT, DUTIES, DISCIPLINE OR DISMISSAL OF A PUBLIC OFFICER OR EMPLOYEE; OR TO HEAR A COMPLAINT OR CHARGE AGAINST AN OFFICER OR EMPLOYEE UNLESS THE OFFICER OR EMPLOYEE WHO IS THE SUBJECT OF THE DELIBERATION OR HEARING REQUESTS A PUBLIC HEARING

A) City Manager Position

TEX. GOV'T CODE § 551.076 –
DELIBERATING THE DEPLOYMENT, OR SPECIFIC OCCASIONS FOR IMPLEMENTATION, OF SECURITY PERSONNEL OR DEVICES OR A SECURITY AUDIT

TEX. GOV'T CODE § 551.087 –
DISCUSSING OR DELIBERATING COMMERCIAL OR FINANCIAL INFORMATION THAT THE CITY HAS RECEIVED FROM A BUSINESS PROSPECT THAT THE CITY SEEKS TO HAVE LOCATE, STAY OR EXPAND IN OR NEAR THE CITY AND WITH WHICH THE CITY IS CONDUCTING ECONOMIC DEVELOPMENT NEGOTIATIONS; OR DELIBERATING THE OFFER OF A FINANCIAL OR OTHER INCENTIVE TO A BUSINESS PROSPECT

TEXAS GOV'T CODE § 551.089 --
DELIBERATING SECURITY ASSESSMENTS OR DEPLOYMENTS RELATING TO INFORMATION RESOURCES TECHNOLOGY, NETWORK SECURITY INFORMATION, OR THE DEPLOYMENT OR SPECIFIC OCCASIONS FOR IMPLEMENTATION OF SECURITY PERSONNEL, CRITICAL INFRASTRUCTURE OR SECURITY DEVICES

On Motion duly made and carried, the Open Meeting recessed and reconvened in Executive Session at 5:12 p.m.

On Motion duly made and carried, the Executive Session recessed at 5:35 p.m. and reconvened in Open Meeting.

OPEN MEETING — **OPEN MEETING**

Reconvene into Open Meeting and take action, if any, on items discussed in Executive Session.

AUTHORIZE PARTIAL PAYOUT OF ACCUMULATED PAID TIME OFF — **PARTIAL PAYOUT OF ACCUMULATED SICK LEAVE**

ACTION TAKEN.

Motion by Council Member Stevenson to approve the partial payout of accumulated paid time off to outgoing City Manager Robby Hefton, as presented. Second by Council Member Barnett.

VOTING AYE: Teamann, Barnett, Dobbs, Howeth, Marroquin, Stevenson.
VOTING NAY: None.
MOTION CARRIED.

APPOINT ACTING CITY MANAGER — **APPOINT ACTING CITY MANAGER**

ACTION TAKEN.

Motion by Deputy Mayor Dobbs to appoint Zachary Flores as Acting City Manager, on the terms discussed during Executive Session, effective March 1, 2025. Second by Council Member Barnett.

VOTING AYE: Teamann, Barnett, Dobbs, Howeth, Marroquin, Stevenson.
VOTING NAY: None.
MOTION CARRIED.

ADJOURNMENT — **ADJOURNMENT**

On Motion duly made and carried, the meeting adjourned at 5:38 p.m.

MAYOR

CITY CLERK

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. D.1.

Meeting Date: 1/21/2025

Prepared By: Teri Fine, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:
SPECIAL PRESENTATION
Receive Quarterly Progress Report from Sherman Economic Development Corporation President Kent Sharp

Issue:
To receive the Sherman Economic Development Cororation (SEDCO) quarterly progress report from President Kent Sharp

Background:
The brief presentation by the SEDCO President will provide the City Council with an overview of SEDCO's activities and accomplishments during the period from October 2024to December 2024 SEDCO's last update was presented at the Joint Meeting of the City Council and the SEDCO Board of Directors on September 10, 2024

Origination:
City Council

Financial Consideration:
This presentation is for information purposes only and has no impact on the City's revenues or expenses.

Staff Recommendation:
No action is required of the City Council.

Alternatives:
None recommended

Attachments:
1. 1-21-25 Qtly Rpt to CC Narrative

REPORTING FORM FOR BOARDS AND COMMISSIONS

Name of Board: **Sherman Economic Development Corporation**

Name of Chair: Gail Utter
Name of Vice-Chair: Scott Bandemir

Date of Report to City Council: January 21, 2025

1. **In simple terms and as briefly as possible, please describe the mission of your board.**
   - *The mission of the Sherman Economic Development Corporation (SEDCO) is to grow and diversify the economy of Sherman and the surrounding area through the addition of new jobs and investment of primary employers.*

2. **Please list the top accomplishments of your board within the past quarter. (Please limit the list to five or fewer items).**
   - *Kent participated as a panelist along with Tony Kaai, Denison Development Alliance, and Joey Grisham, Bonham Economic Development Corporation, at the Texoma Human Resource Management Association (THRMA) State of the Community Forum, where he shared insights on SEDCO projects, programs, ongoing initiatives, and the future of the Texoma area.*
   - *Ashton and Shannon attended FABTECH in Orlando, FL with Team Texas and Oncor and collected a total of 52 leads.*
   - *Hosted the Leadership Lunch with 30 Plant Managers and Community Leaders in attendance. This event is held twice a year.*
   - *Co-sponsored the Red, White, and You Job Fair with 43 employers and over 400 job seekers in attendance. This event is held annually in November.*
   - *Hosted the first Women in STEM Networking Event with 40 ladies in attendance to share insights, discuss needs and explore the unique challenges and opportunities for Women in STEM, particularly in the local industries. Held a Women in STEM Committee Meeting to recap the event and discuss next steps.*

3. **What are your plans for this board in the next quarter?**
   - *Compete aggressively for the attraction of new jobs and investments to the city by narrowing our focus to national and international companies within the advanced manufacturing, semiconductor, research and development, and corporate headquarters clusters.*
   - *Through the Business Retention and Expansion (BRE) Program, we will continue our BRE visits to the Sherman industries and work closely with companies that have announced new investments in Sherman to ensure they have the support to meet their goals and receive the incentives as identified in the performance agreements.*
   - *Kent will meet with representatives from the Taiwan Chamber of Commerce and GlobalWafers.*
   - *Kent will accompany Coherent leadership to Austin for a meeting with the Governor's Office of Economic Development and Tourism.*
   - *Ashton will present on how Sherman landed the semiconductor projects and SEDCO's current business attraction efforts to an Austin College Jan Term class.*

- *Staff will meet with the new Austin College's new Engineering Director, Rahul Renu, to learn more about the new Engineering Program launching in Fall 2025.*
- *Ashton and Shannon will attend the Dallas Regional Chamber Annual Meeting on January 16th and the IAMC Local in Fort Worth on February 6.*
- *Kent, Ashton, and Shannon will attend the TEDC Legislative Conference in Austin on February 26th – 28th. Kent will serve as a panelist for the "JETI: 313/403 Where Are We Now" panel. Ashton will serve as a moderator for the "CEDA Success Stories (2024)" panel.*
- *Ashton will participate in module 5 & 6 of the Texas Economic Development Council and Texas A&M Engineering Extension Service Certified Texas Economic Developer Program.*
- *Ashton will attend the IAMC Spring Forum in Sacramento, CA on March 21st – 26th. SEDCO is a co-host of the private Texas dinner for site selectors and company representatives.*
- *Host the Plant Manager & Safety Leader Forum.*
- *Host the 2025 Sherman Woman-Owned and/or Minority-Owned (WOMO) Connect and Shop Expo. This event will feature a marketplace where Sherman WOMO businesses can showcase their products and services, providing an opportunity for the public to shop, connect, and support these businesses.*
- *Hold the first on location Women in STEM industry networking event at Emerson on February 12th.*
- *Continue to add contacts to the Sherman WOMO business directory.*
- *Contact each company with a job listing on shermantxjobs.com for updates. New listings will be boosted on social media.*
- *Sponsor the Sherman Chamber's Annual Awards Celebration.*
- *Complete the digital aerial map update and have new maps printed.*

4. **How often did this board meet in the last quarter?**
   - *The SEDCO Board meets on the second Tuesday of each month and holds Special Called Meetings when needed. Since our last report, the SEDCO Board has held three Regular Scheduled Board Meetings (October 8th, November 12th, December 10th).*

5. **In what percentage of those meetings was a quorum of board members present?**
   - *100%*

6. **Did any member attend less than 75% of those meetings? If so, which member and how often did they attend?**
   - *Gail Utter, Willie Steele, and Rob Wilson attended two of the three Regular Scheduled Board Meetings.*

7. **What other information would your board like to communicate to the City Council? (Please be concise in your response).**
   - *Presently working 4 active projects with an estimated $1.3 billion CAPEX and approximately 1,072 new jobs.*
   - *Completed two site visits and prospect calls with companies interested in relocating and/or expanding their operations to Sherman.*
   - *Completed two BRE visits with Coherent and Eaton.*
   - *During the last quarter, the SEDCO Board approved the following:*
     - *SEDCO Investment Policy*
     - *Election of Officers for Fiscal Year 2024 – 2025:*

        - *Gail Utter (Chair), Scott Bandemir (Vice-Chair), Jason Brumm (Secretary)*
    - *Investment Report for Quarter Ending September 30, 2024*
    - *Resolution No. SEDCO-2024.16 (Amendment to Resolution No. SEDCO-2023.26) approving an amended and restated real estate contract with Persys, LLC.*
- *Conducted a new board member orientation for Rob Wilson as part of his onboarding to the SEDCO Board.*
- *Met with Coherent to discuss project updates and met Flor Kitchens, Senior Principal Project Manager.*
- *Met Matthew Flynn, new plant manager for Eaton.*
- *Kent participated in a discussion on the Skilled Trades & Advanced Manufacturing Program (AMP) curriculum with plant managers, representatives from Grayson College, Workforce Solutions, and area Economic Development Corporation directors.*
- *Kent participated in the panel session featuring government entities at the Austin College Public Administration Symposium: Higher Education, Industry, and Government in Cooperative Partnership: The Texoma Tech Hub.*
- *Kent attended the Center for Workplace Learning General Advisory Committee.*
- *Kent and Ashton attended the FTZ Seminar hosted by the DFW International Airport FTZ Administrator and International Trade Counsel discussing Foreign Trade Zones, tax exemptions, and potential economic impacts for Grayson County via the North Texas Regional Airport.*
- *Ashton completed the second two courses of the Certified Texas Economic Developer (CTED) Program (Innovative Strategies & Advanced Real Estate Development) in College Station.*
- *Staff attended the TEDC Annual Conference in Addison, TX where Ashton participated in a peer panel discussion about supporting entrepreneurs and startups in Texas. Kent will serve as the Board Chair and Ashton was nominated to serve on the TEDC Board and Team Texas Advisory Council. Ashton completed the requirements and graduated from the Future Leaders Training (FLT) program.*
- *Kent and Ashton attended the TEDC Board Retreat and the Team Texas Advisory Council Retreat at Tanglewood Resort in Pottsboro, TX.*
- *Kent attended the New Member Dinner hosted by TEDC to welcome new professionals in economic development.*
- *Started planning the 2025 Sherman WOMO Connect and Shop Expo.*
- *Hosted a meeting with Sherman industries (both existing and new), BNSF, and Via Rail to discuss rail within Progress Park*
- *Met with utility providers to gather updates for the Progress Park flyers, highlighting utility capabilities to support future industrial development.*
- *Aerial map meeting with Rob Rae regarding traffic counts and commercial/housing updates.*
- *Shannon finalized updates to the aerial map to include revisions for housing developments and current traffic count data.*
- *Staff met with Camila Bocanegra, Austin College Junior, majoring in International Business and Economics to discuss economic development as a career path.*
- *Staff met with Mike Grace, City of Forney, to discuss economic development strategies.*
- *Shannon attended the DFW Marketing Team Breakfast and Dallas Regional Chamber/Governors team lunch to discuss Sherman industries and opportunities.*
- *Ashton attended the Sherman Chamber of Commerce Ambassador Re-Launch lunch discussion.*

- *Shannon participated in the panel discussion "How to make a difference as a Board Member" for Sherman Chamber Leadership Class of 2025 Social Services Day.*
- *SEDCO and the Sherman Chamber of Commerce participated in the City of Sherman Christmas parade.*
  SEDCO staff attended the Pecan Grove East groundbreaking ceremony for the new all-inclusive playground.
- *SEDCO staff participated in multiple webinars, committee meetings, and community events.*
- *Sponsored seven ads on Facebook highlighting Sherman industries, available jobs on shermantxjobs.com, Sherman WOMO, a job posting for PQD International, the Sherman community including downtown, and sedco.org:*
  - *Total Reach: 27.634*
  - *Total Link Clicks: 875*
  - *Total Post Engagement: 25,342*

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. D.2.

Meeting Date: 1/21/2025

Prepared By: Teri Fine, Assistant to the City Manager

Approved By: Teri Fine, Assistant to the City Manager

Caption:
Special Presentation
Receive Presentation from the Leadership Sherman's Class of 2025

Issue:
Leadership Sherman Class of 2025 announce their community reinvestment project

Background:
Each year the Leadership Sherman class picks a project to improve our community. It is tradition to announce this program to the City Council

Origination:
Sherman Chamber of Commerce / Leadership Sherman

Financial Consideration:
There is no financial impact to be considered

Staff Recommendation:
This presentation is for information only and requires no action by the City Council

Alternatives:
None

Attachments:
None

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. E.1.

Meeting Date: 1/21/2025

Prepared By: Rob Rae, Developmental Services Director

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6800

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, Repealing Ordinance 6602, And Granting A Specific Use Permit To Allow Hotel or Motel in the Blalock Commercial Overlay District Located at 301 West Travis Street, Consisting of 4.821 acres being in the Preston Kitchen Survey, Abstract No. 667 and currently in the Blalock Commercial Overlay District/Blalock Planned Development District, City Of Sherman, Grayson County, Texas TEKMAK Sherman Hotel, LP (Owner), Kellen Robertson (Representative) and Votex Surveying Company (Surveyor) Prescribing Conditions To The Specific Use Permit; Providing A Penalty Not To Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date;

Issue:

Repealing Ordinance 6602 and Consideration of a Specific Use Permit for 4.821 acres of land located at 301 West Travis Street to Allow A Hotel or motel in the Blalock Commercial Overlay District

Background:

The property is located at 301 West Travis Street near the intersection of West Travis Street and Crossroads Boulevard. The owner is requesting a Site Plan and Specific Use Permit to allow a Hotel or motel in the Blalock Commercial Overlay District and repeal Ordinance No. 6602.

The previous Specific Use Permit under Ordinance No. 6602 was for the Springhill Suites on Lot 1 with 79,500 square feet of floor area.
The new request is to expand the site and construct one building with two hotels (Springhill Suites and Townplace Suites) with 141,982 square feet of floor area. Lots 1 and 2 will need to be replatted into one lot prior to construction.

The following has been approved for this location:

- 5/16/2023 - Public Hearing and Zoning Text Amendment to add regulations to allow a hotel use with a Specific Use Permit in the Blalock Commercial Overlay District.
- 5/16/2023 - Preliminary Plat of Crossroads – Springhill Suites, Lots 1 & 2, Block 1
- 5/16/2023 - Public Hearing, Site Plan and Specific Use Permit under Section 14.06.009 to allow a Hotel or motel in the Blalock Industrial Park/Blalock Commercial Overlay District/Planned Development District
- 8/22/2023 - Final Plat of The Preserve Phase IV

Origination:

TEKMAK Sherman Hotel, LP (Owner), Kellen Robertson (Representative) and Votex Surveying Company (Surveyor)

Financial Consideration:
None

Staff Recommendation:
At the December 17, 2024 regular meeting, the Planning and Zoning Commission voted 7/0 to recommend to City Council that the Specific Use Permit be approved subject to the Staff Review Letter. **The proposed use is compatible with the City of Sherman Comprehensive Plan. Staff recommends that Council approve this item.**

Alternatives:
The City Council could deny the request.

Attachments:
1. Ordinance No. 6800
2. Exhibit A - Survey
3. Exhibit B - Site Plan
4. Exhibit C - Landscape Plan
5. Exhibit D - Building Elevations
6. Location Map
7. Zoning Map
8. Future Landuse Map
9. Property Notification Sign
10. Letter of Support - Harkinson
11. Ordinance No. 6602

ORDINANCE NO. 6800

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, REPEALING ORDINANCE 6602, AND GRANTING A SPECIFIC USE PERMIT TO ALLOW HOTEL OR MOTEL IN THE BLALOCK COMMERCIAL OVERLAY DISTRICT LOCATED AT 301 WEST TRAVIS STREET, CONSISTING OF 4.821 ACRES BEING IN THE PRESTON KITCHEN SURVEY, ABSTRACT NO. 667 AND CURRENTLY IN THE BLALOCK COMMERCIAL OVERLAY DISTRICT/BLALOCK PLANNED DEVELOPMENT DISTRICT, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS TEKMAK SHERMAN HOTEL, LP (OWNER), KELLEN ROBERTSON (REPRESENTATIVE) AND VOTEX SURVEYING COMPANY (SURVEYOR) PRESCRIBING CONDITIONS TO THE SPECIFIC USE PERMIT; PROVIDING A PENALTY NOT TO EXCEED $2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW

WHEREAS, the City Planning and Zoning Commission and the City Council, in accordance with the state law and the ordinances of the City of Sherman, have given the required notices and have held the required public hearings regarding this Specific Use Permit; and

WHEREAS, the City Council finds that this use will complement or be compatible with the surrounding uses and community facilities; contribute to, enhance, or promote the welfare of the area of request and adjacent properties; not be detrimental to the public health, safety, or general welfare; and conform in all other respects to all applicable zoning regulations and standards; and

WHEREAS, the City Council finds that it is in the public interest to grant this Specific Use Permit, subject to certain conditions.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS:

SECTION 1. That, from and after the effective date of this Ordinance, the property located at 301 West Travis Street, City of Sherman, Grayson County, Texas is/are granted a Specific Use Permit allow a Hotel or motel, subject to the conditions described in this Ordinance and that Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14 is hereby amended so as to hereafter include property as described as **Exhibit A – Survey**.

SECTION 2. Repeal of Ordinance No. 6602. The City Council hereby repeals Ordinance No. 6602 of the Code of Ordinances in its entirety. The effective date of such repeal shall not occur until the effective date of this Ordinance, at which time Ordinance No. 6602 shall be repealed. Such

repeal shall not abate any pending prosecution or lawsuit or prevent any prosecution or lawsuit from being commenced for any violation of any provision of Ordinance No. 6602 occurring before the effective date of this Ordinance.

SECTION 3. That this Specific Use Permit is granted on the following conditions:

Zoning:

1. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's Zoning Ordinance/Code of Ordinance Chapter 14.
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal. (Code of Ordinances Chapter 3.02(c))
3. Fence Permits shall be permitted separately from the building permit and must adhere to the City's Zoning Ordinance/Code of Ordinance Chapter 14. (Sec. 14.04.004)
4. Sign Permits shall be permitted separately from the building permit and must adhere to the City's updated ordinance for the Blalock Commercial Overlay District (g).
5. Impact fees will be required at the time of building permit application. (Chapter 13, Article. 13.11)
6. Permanent residents are not permitted. Any hotel guest shall not stay longer than 30 days.
7. The property must be properly maintained in a state of good repair and neat appearance.
8. The use of the property must comply with all Federal and State Laws and Regulations and with all the Ordinances, Rules and Regulations of the City of Sherman.
9. The granting of the Specific Use Permit has no effect on the uses permitted as of right and does not waive the regulations of the underlying zoning district.
10. A Specific Use Permit is an amendment to the district regulations of the Zoning Ordinance that permits the establishment of a specific use within a zoning district in which such specific use may be established unless such use of land or structure is discontinued or abandoned for a period of thirty (30) consecutive days in which event such Specific Use Permit shall be void and such use may not thereafter be resumed unless a new Specific Use Permit is granted in accordance with this section. (Chapter 14, Sec. 14.06.009(a)(1)(C))
11. The approval of a Site Plan shall be effective for a period of two (2) years from the date of approval, at the end of which time the Site Plan shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Site Plan was approved.
12. Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

Engineering:

13. Replat required to join Lots 1 & 2. Code of Ordinances Chapter10.01.005; Texas Local Government Code Title 1, Sec. 212.004
14. Final Acceptance of designed wastewater line on western boundary line to be issued by Engineering Department prior to issuance of Certificate of Occupancy. Code of Ordinances Chapter 14.06.003
15. Internal water line shall be private. Public main is not permitted to cross property.
16. Drive approaches and sidewalks shall conform to City of Sherman standards and a permit with drawing showing dimensions is required from City of Sherman Engineering

Department for review and approval prior to any work being done within public right of way. Code of Ordinances Chapter 3, Division 5, Sec. 3.10.154; 10.03.003(h)

17. Civil Engineering plans shall be provided to the Engineering Department for review and approval. Plat to reflect changes upon Engineering review. Civil Plan submittal requirements can be found in the Development Guide on the City of Sherman website. Code of Ordinances Chapter 10.04; Engineering Design Standards Manual Sec. 1.9

Fire Services:

18. The following shall be corrected prior to approval of a site plan by the Fire Marshal's Office.
    a. [ ] D105.3 - One or more of the required access routes meeting this condition shall be located not less than 15' and not greater than 30' from the building and shall be positioned parallel to one entire side of the building. The side of the building on which the aerial fire apparatus access road is positioned shall be approved by the fire code official.
19. The following are informational items only that may be applicable during construction but should not hold up approval of a site plan for zoning by the Fire Marshal's Office.
    a. [ ] 506.1 Amended - Any new and existing buildings that have a fire sprinkler riser, standpipe system and/or a fire alarm control panel shall have a Knox key box that contains keys or a keycard to gain access to every door leading from the exterior of the building to the fire sprinkler riser, standpipe system and/or the fire alarm control panel. (Located In City Ordinances Amendments)

Additional Conditions:

20. The property shall be developed and used in accordance with all City Ordinances and the Site Plan shown in **Exhibit B.**
21. The property shall be developed and used in accordance with the Landscape Plan shown in **Exhibit C**.
22. The property shall be developed and used in accordance with the Building Elevations shown in **Exhibit D**.

SECTION 3. That this Ordinance shall be entered upon the official zoning map as provided in Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14, Section 14.01.002.

SECTION 4. That after holding a properly noticed public hearing, the City Council may amend, change, or rescind the Specific Use Permit if any of the conditions set forth in Zoning Ordinance/Code of Ordinances Chapter 14, Section 14.06.009(1)(g), apply or exist.

SECTION 5. That the Specific Use Permit shall be effective from and after the effective date of this Ordinance. Upon termination of the Specific Use Permit, the property shall cease to be used as provided herein unless another Specific Use Permit or appropriate zoning has been obtained.

SECTION 6. That it shall be unlawful for any person to make use of the property in some manner other than as authorized by this Ordinance, and it shall be unlawful for any person to construct on the property any building that is not in conformity with the permissible uses under this Ordinance. Any person violating any provision of this Ordinance or the Zoning Ordinance, as they exist or may be amended, shall be deemed guilty of a misdemeanor, and on conviction thereof,

shall be fined in an amount not exceeding TWO THOUSAND AND NO/100 DOLLARS ($2,000.00). A violation of any provision of this Ordinance shall constitute a separate violation for each calendar day in which it occurs. The penal provisions imposed under this Ordinance shall not preclude the City from filing suit to enjoin the violation. The City retains all legal rights and remedies available to it pursuant to local, state, and federal law.

SECTION 7. That the Zoning Ordinance shall remain in full force and effect, save and except as amended by this or any other ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict, but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 8. That in the event any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional and/or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, regardless of whether any one or more sections, subsections, sentences, clauses or phrases is declared unconstitutional and/or invalid.

SECTION 9. That it is hereby officially found and determined that the meetings at which this Ordinance was introduced and passed were open to the public and that public notice of the time, place and purpose of said meetings were given all as required by law.

SECTION 10. That this Ordinance shall become effective from and after its adoption and publication as required by law and the City Charter.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS.

INTRODUCED on this the 21st day of January 2025.

ADOPTED on this the 21st day of January 2025.

EFFECTIVE DATE on this the 21st day of January 2025.

CITY OF SHERMAN, TEXAS

BY: _____
SHAWN TEAMANN, MAYOR

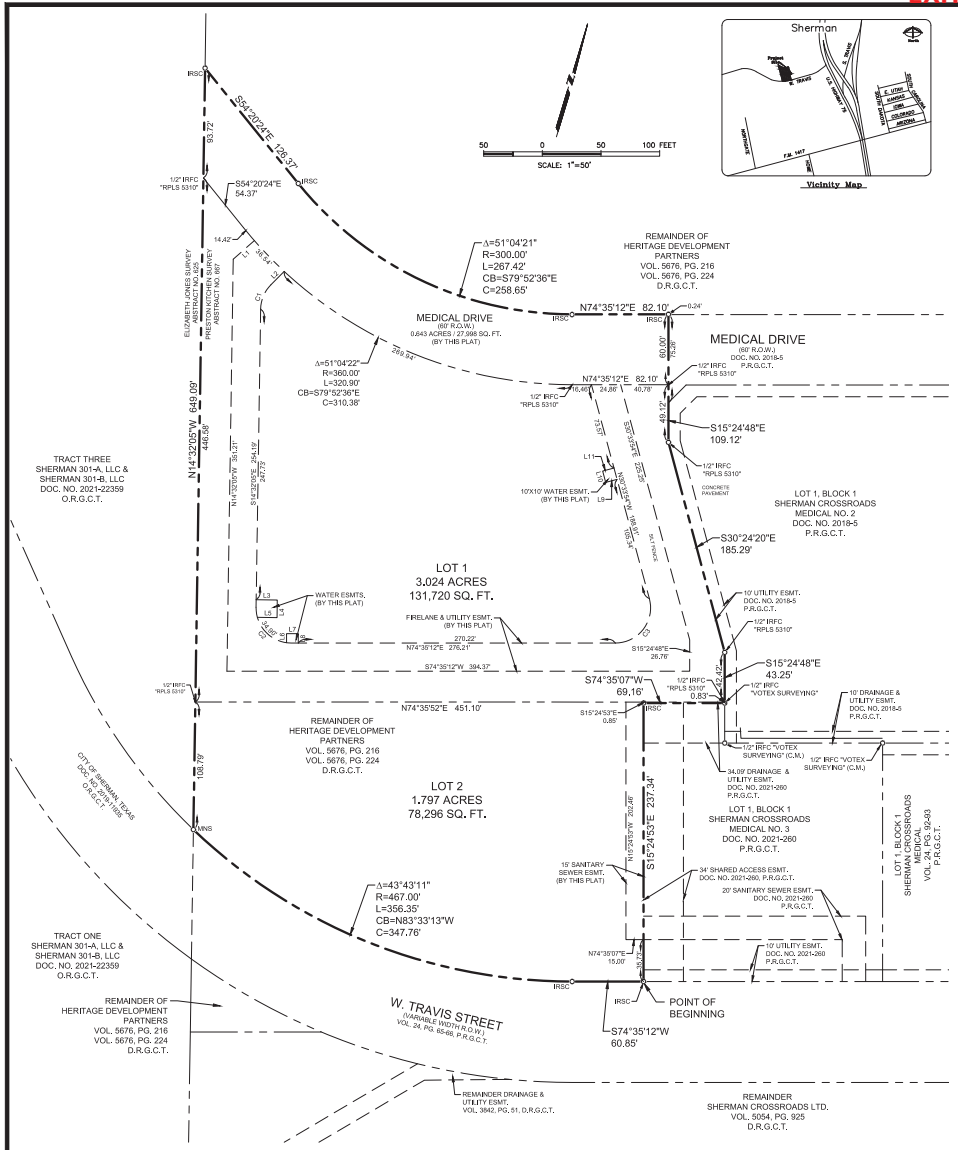
ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM:
THE LAW FIRM OF ABERNATHY,
ROEDER, BOYD & HULLETT, P.C.

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

EXHIBIT A



NOTES:

1. THE BASIS OF BEARINGS FOR THIS SURVEY IS THE STATE PLANE COORDINATE SYSTEM, NORTH TEXAS CENTRAL ZONE 4202, NORTH AMERICAN DATUM OF 1983. ADJUSTMENT REALIZATION 2011.

2. THE PURPOSE OF THIS PLAT IS TO ESTABLISH 2 LOTS FROM AN UNPLATTED TRACT.

3. NO PORTION OF THE SUBJECT PROPERTY LIES WITHIN ANY AREA OF THE 100-YEAR FLOOD ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP NO. 485509 0405G, REVISED DATE SEPTEMBER 1, 2022. PROPERTY IS LOCATED IN "ZONE X" OTHER AREAS: AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.

CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	43°59'37"	30.00'	23.03'	S07°27'43"W	22.47'
C2	90°52'43"	30.00'	47.58'	S59°58'26"E	42.75'
C3	105°09'06"	30.00'	55.06'	N22°00'39"E	47.65'

LEGEND

C.M.	CONTROLLING MONUMENT
IRFC	IRON ROD WITH CAP FOUND
IRSC	1/2" IRON ROD W/ YELLOW PLASTIC CAP STAMPED "VOTEX SURVEYING" SET
P.R.G.C.T.	PLAT RECORDS, GRAYSON COUNTY, TEXAS
D.R.G.C.T.	DEED RECORDS, GRAYSON COUNTY, TEXAS
O.R.G.C.T.	OFFICIAL RECORDS, GRAYSON COUNTY, TEXAS

OWNER'S CERTIFICATE

STATE OF TEXAS §
COUNTY OF GRAYSON §

WHEREAS Heritage Development Partners, LLC are the owners of a tract of land situated in the Preston Kitchen Survey, Abstract No. 667, City of Sherman, Grayson County, Texas and being a portion of that 44.83 acre tract of land conveyed to Heritage Development Partners, LLC by Special Warranty Deed recorded in Volume 5676, Page 216 and Volume 5676, Page 224 of the Deed Records of Grayson County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod with yellow plastic cap stamped "VOTEX SURVEYING" set for corner in the north right-of-way line of West Travis Street (a variable width right-of-way) at the southwest corner of Lot 1, Block 1, Sherman Crossroads Medical No. 3, an addition to the City of Sherman according to the plat recorded in Document No. 2021-260, Plat Records, Grayson County, Texas;

THENCE with said north right-of-way line of West Travis Street, the following courses and distances:

S 74°35'12" W, a distance of 60.85 feet to a 1/2-inch iron rod with yellow plastic cap stamped "VOTEX SURVEYING" set at the beginning of a tangent curve to the right;

In a northwesterly direction, with said curve to the right, having a central angle of 43°43'11", a radius of 467.00 feet, a chord that bears N 83°33'13" W, a distance of 347.76 feet and an arc distance of 356.35 feet to a mag nail with steel washer stamped "VOTEX SURVEYING" set for corner in the west line of said Heritage Development Partners tract at the southeast corner of a tract of land conveyed as Tract Three to Sherman 301-A, LLC and Sherman 301-B, LLC tract by deed recorded in Document No. 2021-22359, Official Records, Grayson County, Texas;

THENCE N 14°32'05" W, departing said north right-of-way line of W. Travis Street and along the common line of said Sherman 301-A, LLC et al tract and said Heritage Development Partners tract, a distance of 649.09 feet to a 1/2-inch iron rod with yellow plastic cap stamped "VOTEX SURVEYING" set for corner;

THENCE departing said common line, over and across said Heritage Development Partners tract, the following courses and distances:

S 54°20'24" E, a distance of 126.37 feet to a 1/2-inch iron rod with yellow plastic cap stamped "VOTEX SURVEYING" set at the beginning of a non-tangent curve to the left;

In a southeasterly direction, with said curve to the left, having a central angle of 51°04'21", a radius of 300.00 feet, a chord that bears S 79°52'36" E, a distance of 258.65 feet and an arc distance of 267.42 feet to a 1/2-inch iron rod with yellow plastic cap stamped "VOTEX SURVEYING" set at the end of said curve;

N 74°35'12" E, a distance of 82.10 feet to a 1/2-inch iron rod with yellow plastic cap stamped "VOTEX SURVEYING" set for corner;

THENCE S 15°24'48" E, at a distance of 0.24 feet passing the northwest terminus of Medical Drive (a 60-foot wide right-of-way) as dedicated by the plat of Sherman Crossroads Medical No. 2 recorded in Document No. 2018-5, Plat Records, Grayson County, Texas; at a distance of 75.26 feet passing the southeast terminus of said Medical Drive and the southernmost northwest corner of Lot 1, Block 1 of said Sherman Crossroads Medical No. 2, and continuing for a total distance of 109.12 feet to a 1/2-inch iron rod with plastic cap stamped "RPLS 5310" found for corner;

THENCE S 30°24'20" E, with the southwest line of said Lot 1, Block 1, Sherman Crossroads Medical No. 2, a distance of 185.29 feet to a 1/2-inch iron rod with plastic cap stamped "RPLS 5310" found for corner;

THENCE S 15°24'48" E, continuing with the southwest line of said Lot 1, Block 1, Sherman Crossroads Medical No. 2, a distance of 43.25 feet to a 1/2-inch iron rod with yellow plastic cap stamped "VOTEX SURVEYING" set for the northernmost northwest corner of said Lot 1, Block 1, Sherman Crossroads Medical No. 3;

THENCE S 74°35'07" W, with the north line of said Lot 1, Block 1, Sherman Crossroads Medical No. 3, a distance of 69.16 feet to a 1/2-inch iron rod with yellow plastic cap stamped "VOTEX SURVEYING" set at the westernmost northwest corner of said Sherman Crossroads Medical No. 3;

THENCE S 15°24'53" E, a distance of 237.34 feet to the **POINT OF BEGINNING** and containing 238,014 square feet or 5.464 acres of land, more or less.

OWNER'S CERTIFICATE OF DEDICATION

That HERITAGE DEVELOPMENT PARTNERS, LLC, acting by and through its duly authorized agent, does hereby adopt this plat designating the herein described real property as CROSSROADS - SPRINGHILL ADDITION, an addition to the City of Sherman, Grayson County, Texas, Being 5.464 acres situated in and being a portion of the Preston Kitchen Survey, Abstract No. 667, City of Sherman, Grayson County, Texas and does hereby dedicate to the public's use forever, the streets, alleys, parks, right-of-ways, school sites and other public places, easements shown thereon.

WITNESS, my hand at _____, _____ County, Texas, this __ day of _____, 2023.

HERITAGE DEVELOPMENT PARTNERS, LLC

By: _____
Richard Jelsma, Manager

STATE OF TEXAS §
COUNTY OF GRAYSON §

Before me, the undersigned authority, a Notary Public in and for the County and State on this day personally appeared Richard Jelsma, Manager, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 2023.

_____
Notary Public, State of Texas

_____
My Commission Expires On:

LINE TABLE		
NO.	BEARING	LENGTH
L1	N33°21'52"E	23.94'
L2	S29°27'32"W	16.09'
L3	N75°27'55"E	16.00'
L4	S14°32'05"E	15.00'
L5	N75°27'55"E	16.76'
L6	N15°24'48"W	7.73'
L7	N74°35'12"E	10.00'
L8	S15°24'48"E	8.00'
L9	S59°26'06"W	10.00'
L10	N30°33'54"W	10.00'
L11	N59°26'06"E	10.00'

OWNER
HERITAGE DEVELOPMENT PARTNERS, LLC
2600 N. U.S. HIGHWAY 75
SHERMAN, TEXAS 75090

SURVEYOR'S STATEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT I, Candy Hone, a Registered Professional Land Surveyor, licensed by the State of Texas, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monument shown thereon were properly placed under my personal supervision, in accordance with the subdivision regulations of the City of Sherman, Texas.

Dated this the _____ day of _____, 2023.

PRELIMINARY
RELEASED 8/28/2023 FOR REVIEW PURPOSES ONLY. THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT.

Candy Hone, Registered Professional Land Surveyor, No. 5867
Votex Surveying Company - Firm No. 10013600 - (469) 333-8831

STATE OF TEXAS §
COUNTY OF DALLAS §

Before me, the undersigned, a Notary Public in and for the County and State on this day personally appeared Candy Hone, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purpose and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ of _____, 2023.

_____
Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF GRAYSON §

Approved this _____ day of _____, 2023, by the City Planning and Zoning Commission of the City of Sherman, Texas.

_____ _____
Chairman Secretary

Accepted by the City Council of the City of Sherman:

_____
Mayor Date

The undersigned, the City Clerk of the City of Sherman, hereby certifies that the foregoing final plat of CROSSROADS - SPRINGHILL ADDITION to the City of Sherman was submitted to the City Council on the ___ day of _____, 2023, and the City Council by formal action then and there accepted the dedication of streets, alleys, easements, and public places, as shown and set forth in and upon said map or plat, and said City Council further authorized the May to not the acceptance thereof by signing his name as hereinabove subscribed.

Witness my hand this ___ day of _____, A.D. 2023.

_____
City Clerk, City of Sherman, Texas

FINAL PLAT

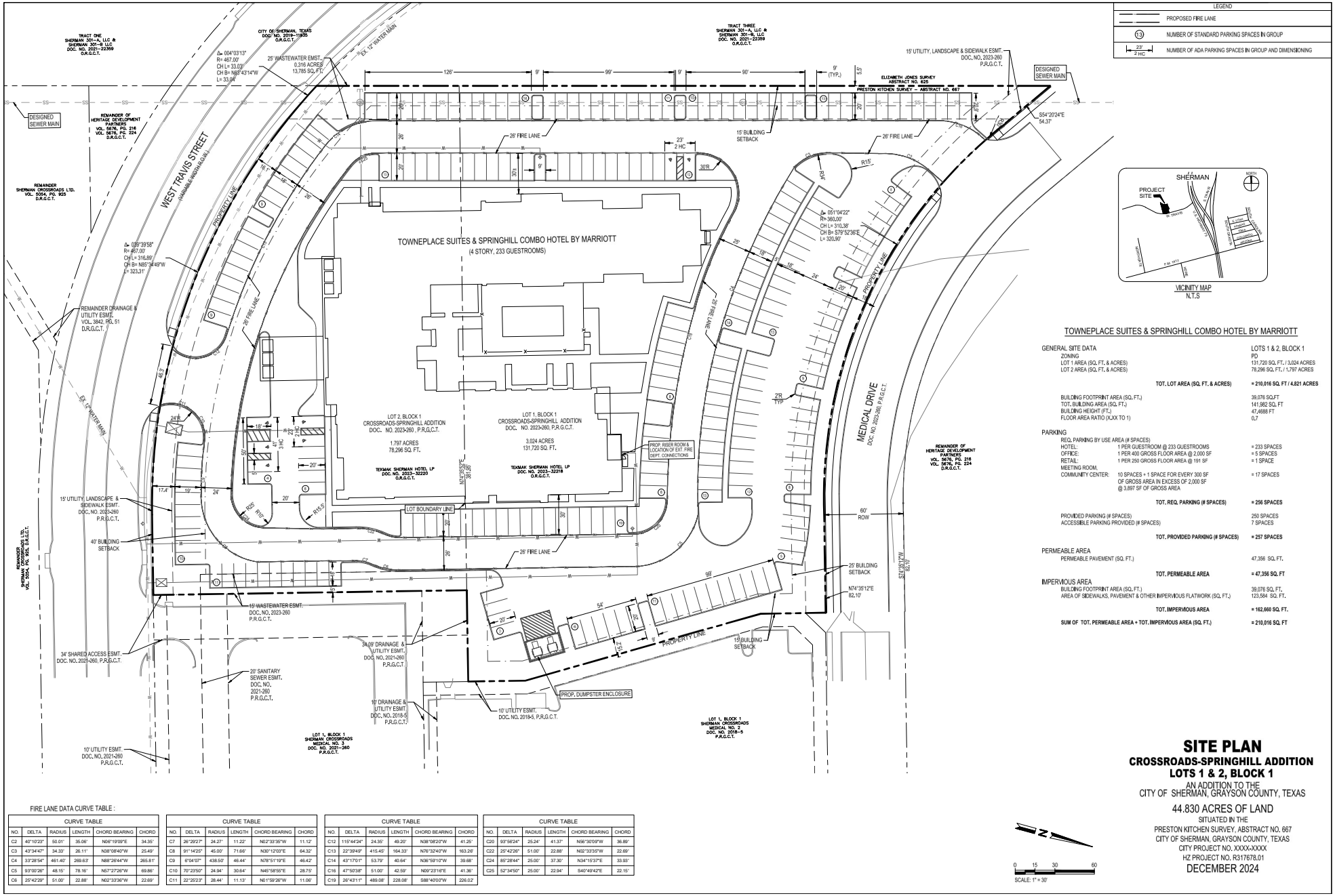
CROSSROADS-SPRINGHILL ADDITION

LOTS 1 & 2, BLOCK 1

AN ADDITION TO THE
CITY OF SHERMAN, GRAYSON COUNTY, TEXAS
BEING A PORTION OF A 44.830 ACRE TRACT
SITUATED IN THE
PRESTON KITCHEN SURVEY, ABSTRACT NO. 667
CITY OF SHERMAN, GRAYSON COUNTY, TEXAS

VOTEX SURVEYING COMPANY – TBPLS FIRM NO. 10013600
10440 N. CENTRAL EXPWY, STE. 800 DALLAS, TEXAS 75231
PH. (469) 333-8831; candy@votexsurveying.com
PROJECT NO. 2023-005

EXHIBIT B



TOWNEPLACE SUITES & SPRINGHILL COMBO HOTEL BY MARRIOTT

GENERAL SITE DATA		
ZONING		LOTS 1 & 2, BLOCK 1 PD
LOT 1 AREA (SQ. FT. & ACRES)		131,720 SQ. FT. / 3.024 ACRES
LOT 2 AREA (SQ. FT. & ACRES)		78,296 SQ. FT. / 1.797 ACRES
	TOT. LOT AREA (SQ. FT. & ACRES)	**= 210,016 SQ. FT / 4.821 ACRES**
BUILDING FOOTPRINT AREA (SQ., FT.)		39,076 SQ.FT.
TOT. BUILDING AREA (SQ. FT.)		141,982 SQ. FT
BUILDING HEIGHT (FT.)		47.4688 FT
FLOOR AREA RATIO (X.XX TO 1)		0.7
PARKING		
REQ. PARKING BY USE AREA (# SPACES)		
HOTEL:	1 PER GUESTROOM @ 233 GUESTROOMS	= 233 SPACES
OFFICE:	1 PER 400 GROSS FLOOR AREA @ 2,000 SF	= 5 SPACES
RETAIL:	1 PER 250 GROSS FLOOR AREA @ 191 SF	= 1 SPACE
MEETING ROOM, COMMUNITY CENTER:	10 SPACES + 1 SPACE FOR EVERY 300 SF OF GROSS AREA IN EXCESS OF 2,000 SF @ 3,897 SF OF GROSS AREA	= 17 SPACES
	TOT. REQ. PARKING (# SPACES)	**= 256 SPACES**
PROVIDED PARKING (# SPACES)		250 SPACES
ACCESSIBLE PARKING PROVIDED (# SPACES)		7 SPACES
	TOT. PROVIDED PARKING (# SPACES)	**= 257 SPACES**
PERMEABLE AREA		
PERMEABLE PAVEMENT (SQ. FT.)		47,356 SQ. FT.
	TOT. PERMEABLE AREA	**= 47,356 SQ. FT**
IMPERVIOUS AREA		
BUILDING FOOTPRINT AREA (SQ. FT.)		39,076 SQ. FT.
AREA OF SIDEWALKS, PAVEMENT & OTHER IMPERVIOUS FLATWORK (SQ. FT.)		123,584 SQ. FT.
	TOT. IMPERVIOUS AREA	**= 162,660 SQ. FT.**
	SUM OF TOT. PERMEABLE AREA + TOT. IMPERVIOUS AREA (SQ. FT.)	**= 210,016 SQ. FT**

FIRE LANE DATA CURVE TABLE :

CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C2	40°10'23"	50.01'	35.06'	N56°19'09"E	34.35'
C3	43°34'47"	34.33'	26.11'	N38°08'40"W	25.49'
C4	33°28'54"	461.40'	269.63'	N88°26'44"W	265.81'
C5	93°00'28"	48.15'	78.16'	N57°27'26"W	69.86'
C6	25°42'29"	51.00'	22.88'	N02°33'36"W	22.69'

CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C7	26°29'27"	24.27'	11.22'	N02°33'35"W	11.12'
C8	91°14'25"	45.00'	71.66'	N30°12'03"E	64.32'
C9	6°04'07"	438.50'	46.44'	N78°51'19"E	46.42'
C10	70°23'50"	24.94'	30.64'	N45°58'55"E	28.75'
C11	22°25'23"	28.44'	11.13'	N01°59'26"W	11.06'

CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C12	115°44'24"	24.35'	49.20'	N38°08'20"W	41.25'
C13	22°39'49"	415.45'	164.33'	N76°32'40"W	163.26'
C14	43°17'01"	53.79'	40.64'	N36°59'10"W	39.68'
C15	47°50'38"	51.00'	42.59'	N09°23'16"E	41.36'
C19	26°43'11"	489.08'	228.08'	S88°40'00"W	226.02'

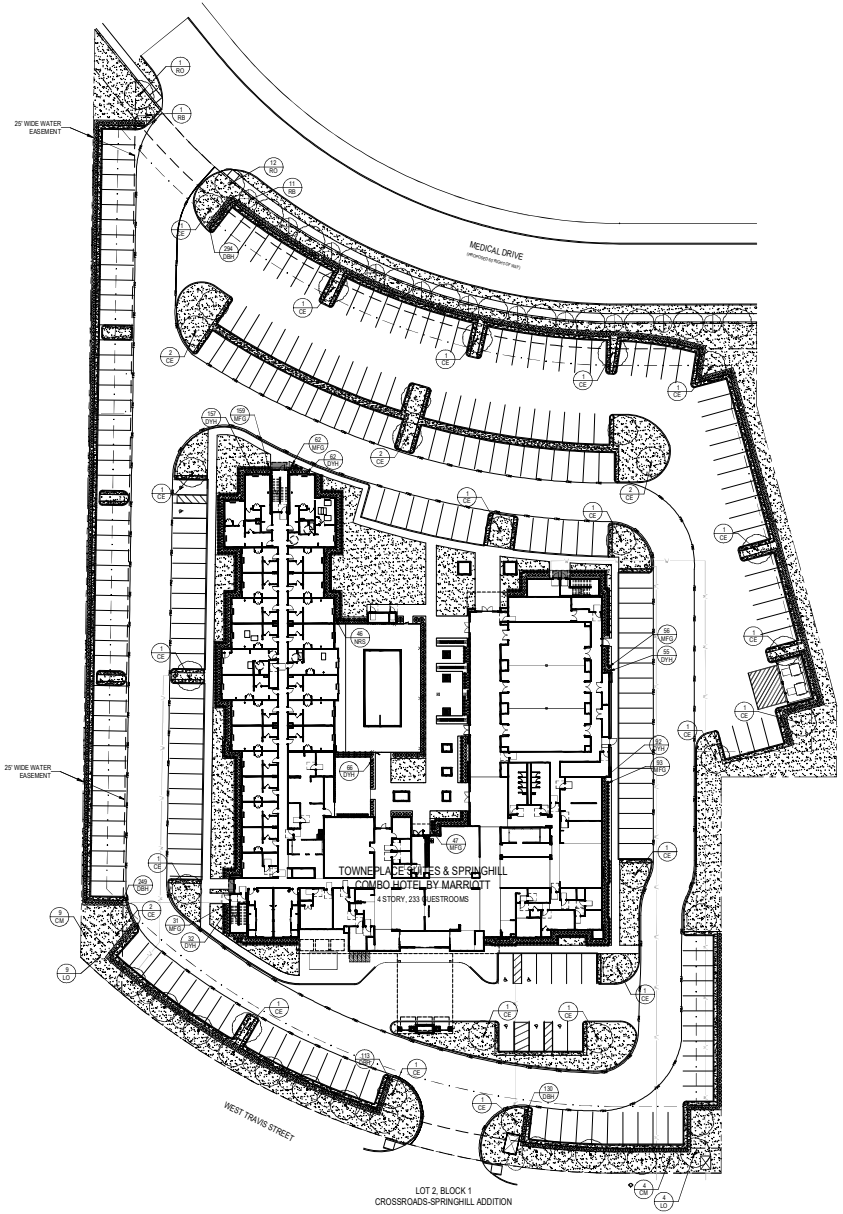
CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C20	93°56'24"	25.24'	41.37'	N56°30'09"W	36.89'
C22	25°42'26"	51.00'	22.88'	N02°33'35"W	22.69'
C24	85°28'44"	25.00'	37.30'	N34°15'37"E	33.93'
C25	52°34'50"	25.00'	22.94'	S40°49'42"E	22.15'

SITE PLAN

CROSSROADS-SPRINGHILL ADDITION
LOTS 1 & 2, BLOCK 1
AN ADDITION TO THE
CITY OF SHERMAN, GRAYSON COUNTY, TEXAS

44.830 ACRES OF LAND
SITUATED IN THE
PRESTON KITCHEN SURVEY, ABSTRACT NO. 667
CITY OF SHERMAN, GRAYSON COUNTY, TEXAS
CITY PROJECT NO. XXXX-XXXX
HZ PROJECT NO. R317678.01
DECEMBER 2024

EXHIBIT C



LANDSCAPE LEGEND:

- Cedar Elm - 3" Caliper
- Live Oak - 3" Caliper
- Red Oak - 3" Caliper
- Redbud - 2" Caliper
- Crape Myrtle - 2" Caliper
- Nellie R. Stevens Holly - 7 Gallon
- Dwarf Yaupon Holly - 3 Gallon
- Dwarf Burford Holly - 5 Gallon
- Mexican Feather Grass - 3 Gallon
- Bermuda Grass - Solid Sod
- Decomposed Granite

LANDSCAPE TABULATIONS:

LANDSCAPE AREA:
Requirement: Parking lots shall have open landscape areas equal to but not less than ten (10) percent of the parking areas and drives in parking areas. A minimum of one (1) shade tree shall be planted in parking lot islands. A minimum one (1) parking lot island shall be provided per twelve (12) parking spaces. No parking space shall be more than fifty (50) feet from a parking lot tree. A two (2) foot wide non-vegetative strip to be provided on the back of curb for all parking spaces.

Total Parking Area - 96,835 S.F.
Total Parking Spaces - 258 Spaces

Required:	Provided:
Landscape Area - 9,684 (10%)	Landscape Area - 13,199 (10%)
Parking Lot Islands with Shade Trees - 22	Parking Lot Islands with Shade Trees - 35
All Parking Spaces within 50' Parking Lot Trees	All Parking Spaces within 50' Parking Lot Trees
Non-Vegetative Strip - 2'	Non-Vegetative Strip - 2'

STREET AREA:
Requirement: A minimum of a fifteen (15) foot street buffer shall be provided along all public right of way. A minimum of two (2) shade tree and two (2) ornamental trees to be provided per one thousand (1,000) square feet of buffer area.

West Travis Street - 5,715 S.F.

Required:	Provided:
15' Street Buffer	15' Street Buffer
(12) Shade Trees (3" cal.)	(12) Shade Trees (3" cal.)
(12) Ornamental Trees (2" cal.)	(12) Ornamental Trees (2" cal.)

Medical Drive - 6,255 S.F.

Required:	Provided:
15' Street Buffer	15' Street Buffer
(13) Shade Trees (3" cal.)	(13) Shade Trees (3" cal.)
(13) Ornamental Trees (2" cal.)	(13) Ornamental Trees (2" cal.)

LANDSCAPE NOTES

1. CONTRACTOR SHALL VERIFY ALL EXISTING AND PROPOSED SITE ELEMENTS AND NOTIFY ARCHITECT OF ANY DISCREPANCIES. SURVEY DATA OF EXISTING CONDITIONS WAS SUPPLIED BY OTHERS.
2. CONTRACTOR SHALL LOCATE ALL EXISTING UNDERGROUND UTILITIES AND NOTIFY ARCHITECT OF ANY CONFLICTS. CONTRACTOR SHALL EXERCISE CAUTION WHEN WORKING IN THE VICINITY OF UNDERGROUND UTILITIES.
3. CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL REQUIRED LANDSCAPE AND IRRIGATION PERMITS.
4. CONTRACTOR TO PROVIDE A MINIMUM 2% SLOPE AWAY FROM ALL STRUCTURES.
5. ALL PLANTING BEDS AND LAWN AREAS TO BE SEPARATED BY STEEL EDGING. NO STEEL TO BE INSTALLED ADJACENT TO SIDEWALKS OR CURBS.
6. ALL LANDSCAPE AREAS TO BE 100% IRRIGATED WITH AN UNDERGROUND AUTOMATIC IRRIGATION SYSTEM AND SHALL INCLUDE RAIN AND FREEZE SENSORS.
7. ALL LAWN AREAS TO BE SOLID SOD BERMUDAGRASS, UNLESS OTHERWISE NOTED ON THE DRAWINGS.

GENERAL LAWN NOTES

1. FINE GRADE AREAS TO ACHIEVE FINAL CONTOURS INDICATED ON CIVIL PLANS.
2. ADJUST CONTOURS TO ACHIEVE POSITIVE DRAINAGE AWAY FROM BUILDINGS. PROVIDE UNIFORM ROUNDING AT TOP AND BOTTOM OF SLOPES AND OTHER BREAKS IN GRADE. CORRECT IRREGULARITIES AND AREAS WHERE WATER MAY STAND.
3. ALL LAWN AREAS TO RECEIVE SOLID SOD SHALL BE LEFT IN A MAXIMUM OF 1" BELOW FINAL FINISH GRADE. CONTRACTOR TO COORDINATE OPERATIONS WITH ON-SITE CONSTRUCTION MANAGER.
4. IMPORTED TOPSOIL SHALL BE NATURAL, FRIABLE SOIL FROM THE REGION, KNOWN AS BOTTOM AND SOIL, FREE FROM LUMPS, CLAY, TOXIC SUBSTANCES, ROOTS, DEBRIS, VEGETATION, STONES, CONTAINING NO SALT AND BLACK TO BROWN IN COLOR.
5. *ALL LAWN AREAS TO BE FINE GRADED, IRRIGATION TRENCHES COMPLETELY SETTLED, AND FINISH GRADE APPROVED BY THE OWNER'S CONSTRUCTION MANAGER OR ARCHITECT PRIOR TO INSTALLATION.*
6. *ALL ROCKS 3/4" DIAMETER AND LARGER, DIRT CLODS, STICKS, CONCRETE SPOILS, ETC. SHALL BE REMOVED PRIOR TO PLACING TOPSOIL AND ANY LAWN INSTALLATION*
7. CONTRACTOR SHALL PROVIDE (1") ONE INCH OF IMPORTED TOPSOIL ONALL AREAS TO RECEIVE LAWN.

SOLID SOD NOTES

1. FINE GRADE AREAS TO ACHIEVE FINAL CONTOURS INDICATED. LEAVE AREAS TO RECEIVE TOPSOIL 3" BELOW FINAL DESIRED GRADE IN PLANTING AREAS AND 1" BELOW FINAL GRADE IN TURF AREAS.
2. ADJUST CONTOURS TO ACHIEVE POSITIVE DRAINAGE AWAY FROM BUILDINGS. PROVIDE UNIFORM ROUNDING AT TOP AND BOTTOM OF SLOPES AND OTHER BREAKS IN GRADE. CORRECT IRREGULARITIES AND AREAS WHERE WATER MAY STAND.
3. ALL LAWN AREAS TO RECEIVE SOLID SOD SHALL BE LEFT IN A MAXIMUM OF 1" BELOW FINAL FINISH GRADE. CONTRACTOR TO COORDINATE OPERATIONS WITH ON-SITE CONSTRUCTION MANAGER.
4. CONTRACTOR TO COORDINATE WITH ON-SITE CONSTRUCTION MANAGER FOR AVAILABILITY OF EXISTING TOPSOIL.
5. PLANT SOD BY HAND TO COVER INDICATED AREA COMPLETELY. INSURE EDGES OF SOD ARE TOUCHING. TOP DRESS JOINTS BY HAND WITH TOPSOIL TO FILL VOIDS.
6. ROLL GRASS AREAS TO ACHIEVE A SMOOTH, EVEN SURFACE, FREE FROM UNNATURAL UNDULATIONS.
7. WATER SOD THOROUGHLY AS SOD OPERATION PROGRESSES.
8. CONTRACTOR SHALL MAINTAIN ALL LAWN AREAS UNTIL FINAL ACCEPTANCE. THIS SHALL INCLUDE, BUT NOT LIMITED TO: MOWING, WATERING, WEEDING, CULTIVATING, CLEANING AND REPLACING DEAD OR BARE AREAS TO KEEP PLANTS IN A VIGOROUS, HEALTHY CONDITION.
9. CONTRACTOR SHALL GUARANTEE ESTABLISHMENT OF AN ACCEPTABLE TURF AREA AND SHALL PROVIDE REPLACEMENT FROM LOCAL SUPPLY IF NECESSARY.
10. IF INSTALLATION OCCURS BETWEEN SEPTEMBER 1 AND MARCH 1, ALL SOD AREAS TO BE OVER-SEEDED WITH WINTER RYEGRASS, AT A RATE OF (4) POUNDS PER ONE THOUSAND (1000) SQUARE FEET.

01 LANDSCAPE PLAN
SCALE 1"=30'-0"
0 15 30 60

LANDSCAPE ARCHITECT
STUDIO GREEN SPOT, INC.
1782 W. McDERMOTT DR.
ALLEN, TEXAS 75013
(469) 366-4448
CHRIS@STUDIOGREENSPOT.COM

12.04.2024

TPS AND SPRINGHILL SUITES
TEKMAK DEVELOPMENT COMPANY
CITY OF SHERMAN
GRAYSON COUNTY, TEXAS

ISSUE:
FOR APPROVAL 10.09.2024
SITE PLAN COMMENTS 12.04.2024

DATE:
12.04.2024

SHEET NAME:
LANDSCAPE PLAN

SHEET NUMBER:
L.1

EXHIBIT D

MATERIAL CALLOUTS		ADDITIONAL NOTES:	ELEVATION KEYNOTES
BR-1	ACME BRICK - MODULAR SIZE - TEXAS - HERITAGE TEXTURE	• ALL SIGNAGE SUBJECT TO BUILDING INSPECTION DEPARTMENT APPROVAL. • MECHANICAL UNITS SHALL BE SCREENED IN ACCORDANCE WITH LOCAL CITY AND ZONING ORDINANCES. • UTILITY BOXES AND CONDUIT SHALL BE PAINTED TO MATCH BUILDING COLOR • ROMAN SIZE, FACE BRICK, WITH 3/8" CONCAVE GROUT JOINT- MORTAR TO BE MATCHED TO GROUT • CONTRACTOR TO ENSURE METAL PANELS ARE INSTALLED IN ACCORDANCE WITH MANUFACTURERS RECOMMENDATION. • SIGN DESIGNED AND FABRICATED BY APPROVED VENDOR TO MEET BRAND STANDARDS, FOR LOCATION ONLY • ALL UTILITY BOXES AND METERS SHALL BE PAINTED TO MATCH SURROUNDING BUILDING FACADE. • FINAL SIGN DESIGN TO BE DRAFTED BY THIRD PARTY CONTRACTOR TO ENSURE FINAL SIGN PACKAGE IS SUBMITTED APPROVED BY THE BRAND	
ST-1	SEMCO STONE - DIMENSIONAL - BROOKHAVEN		
ST-2	CORONADO STONE - FRENCH LIMESTONE - CREAM WITH 6" SMOOTH LIMESTONE - CREAM - BAND		
SU-1	STUCCO - "SW9169 CHATURA GRAY"		
SU-2	STUCCO - "SW7510 CHATEAU BROWN"		
SU-3	STUCCO - "SW7004 SNOWBOUND"		
MP-1	METAL PANEL - DRI DESIGN - EN-V - GRAPHITE		

3 SOUTH ELEVATION - SIDE B
1/8" = 1'-0"

4 EAST ELEVATION - SIDE C
1/8" = 1'-0"

TYPE-SIX

TYPE-SIX DEVELOPMENT SERVICES, LLC
910 SOUTH MAIN STREET #150
GRAPEVINE, TEXAS 76054
972.677.9075

TPS AND SPRINGHILL SUITES
TEKMAK DEVELOPMENT COMPANY
SHERMAN, TX, 75092

PROJECT # 24004

ARCHITECT
D. HAYES HINKLE

ISSUE DATE
09/20/2024

ISSUED FOR
30% REVIEW

#	Revision	Date

SHEET NAME
BUILDING ELEVATIONS

SHEET NUMBER
A5.01

THIS DOCUMENT IS INCOMPLETE AND MAY NOT BE USED FOR REGULATORY APPROVAL, PERMIT, OR CONSTRUCTION.

D. HAYES HINKLE - 26067

EXHIBIT D

MATERIAL CALLOUTS		ADDITIONAL NOTES:	ELEVATION KEYNOTES
BR-1	ACME BRICK - MODULAR SIZE - TEXAS - HERITAGE TEXTURE	• ALL SIGNAGE SUBJECT TO BUILDING INSPECTION DEPARTMENT APPROVAL. • MECHANICAL UNITS SHALL BE SCREENED IN ACCORDANCE WITH LOCAL CITY AND ZONING ORDINANCES. • UTILITY BOXES AND CONDUIT SHALL BE PAINTED TO MATCH BUILDING COLOR • ROMAN SIZE, FACE BRICK, WITH 3/8" CONCAVE GROUT JOINT- MORTAR TO BE MATCHED TO GROUT • CONTRACTOR TO ENSURE METAL PANELS ARE INSTALLED IN ACCORDANCE WITH MANUFACTURERS RECOMMENDATION. • SIGN DESIGNED AND FABRICATED BY APPROVED VENDOR TO MEET BRAND STANDARDS, FOR LOCATION ONLY • ALL UTILITY BOXES AND METERS SHALL BE PAINTED TO MATCH SURROUNDING BUILDING FACADE. • FINAL SIGN DESIGN TO BE DRAFTED BY THIRD PARTY CONTRACTOR TO ENSURE FINAL SIGN PACKAGE IS SUBMITTED APPROVED BY THE BRAND	
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SU-1	STUCCO - "SW9169 CHATURA GRAY"		
SU-2	STUCCO - "SW7510 CHATEAU BROWN"		
SU-3	STUCCO - "SW7004 SNOWBOUND"		
MP-1	METAL PANEL - DRI DESIGN - EN-V - GRAPHITE		

5 NORTH ELEVATION - SIDE C
1/8" = 1'-0"

4 WEST ELEVATION - SIDE C
1/8" = 1'-0"

TYPE-SIX

TYPE-SIX DEVELOPMENT SERVICES, LLC
910 SOUTH MAIN STREET #150
GRAPEVINE, TEXAS 76054
972.677.9075

TPS AND SPRINGHILL SUITES
TEKMAK DEVELOPMENT COMPANY
SHERMAN, TX, 75092

PROJECT # 24004

ARCHITECT
D. HAYES HINKLE

ISSUE DATE
09/20/2024

ISSUED FOR
30% REVIEW

#	Revision	Date

SHEET NAME
BUILDING ELEVATIONS

SHEET NUMBER
A5.02

THIS DOCUMENT IS INCOMPLETE AND MAY NOT BE USED FOR REGULATORY APPROVAL, PERMIT, OR CONSTRUCTION.

D. HAYES HINKLE - 26067

09/20/2024 10:24:47 AM

EXHIBIT D

MATERIAL CALLOUTS		ADDITIONAL NOTES:	ELEVATION KEYNOTES
BR-1	ACME BRICK - MODULAR SIZE - TEXAS - HERITAGE TEXTURE	• ALL SIGNAGE SUBJECT TO BUILDING INSPECTION DEPARTMENT APPROVAL. • MECHANICAL UNITS SHALL BE SCREENED IN ACCORDANCE WITH LOCAL CITY AND ZONING ORDINANCES. • UTILITY BOXES AND CONDUIT SHALL BE PAINTED TO MATCH BUILDING COLOR • ROMAN SIZE, FACE BRICK, WITH 3/8" CONCAVE GROUT JOINT- MORTAR TO BE MATCHED TO GROUT • CONTRACTOR TO ENSURE METAL PANELS ARE INSTALLED IN ACCORDANCE WITH MANUFACTURERS RECOMMENDATION. • SIGN DESIGNED AND FABRICATED BY APPROVED VENDOR TO MEET BRAND STANDARDS, FOR LOCATION ONLY • ALL UTILITY BOXES AND METERS SHALL BE PAINTED TO MATCH SURROUNDING BUILDING FACADE. • FINAL SIGN DESIGN TO BE DRAFTED BY THIRD PARTY CONTRACTOR TO ENSURE FINAL SIGN PACKAGE IS SUBMITTED APPROVED BY THE BRAND	
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MP-1	METAL PANEL - DRI DESIGN - EN-V - GRAPHITE		

1 EAST ELEVATION - SIDE A
1/8" = 1'-0"

2 NORTH ELEVATION - SIDE A
1/8" = 1'-0"

TYPE-SIX

TYPE-SIX DEVELOPMENT SERVICES, LLC
910 SOUTH MAIN STREET #150
GRAPEVINE, TEXAS 76054
972.677.9075

TPS AND SPRINGHILL SUTES
TEKMAK DEVELOPMENT COMPANY
SHERMAN, TX, 75092

PROJECT # 24004

ARCHITECT
D. HAYES HINKLE

ISSUE DATE
09/20/2024

ISSUED FOR
30% REVIEW

#	Revision	Date

SHEET NAME
BUILDING ELEVATIONS

SHEET NUMBER
A5.03

THIS DOCUMENT IS INCOMPLETE AND MAY NOT BE USED FOR REGULATORY APPROVAL, PERMIT, OR CONSTRUCTION.

D. HAYES HINKLE - 26067

EXHIBIT D

MATERIAL CALLOUTS	
BR-1	ACME BRICK - MODULAR SIZE - TEXAS - HERITAGE TEXTURE
ST-1	SEMCO STONE - DIMENSIONAL - BROOKHAVEN
ST-2	CORONADO STONE - FRENCH LIMESTONE - CREAM WITH 6" SMOOTH LIMESTONE - CREAM - BAND
SU-1	STUCCO - "SW9169 CHATURA GRAY"
SU-2	STUCCO - "SW7510 CHATEAU BROWN"
SU-3	STUCCO - "SW7004 SNOWBOUND"
MP-1	METAL PANEL - DRI DESIGN - EN-V - GRAPHITE

ADDITIONAL NOTES:

- ALL SIGNAGE SUBJECT TO BUILDING INSPECTION DEPARTMENT APPROVAL.
- MECHANICAL UNITS SHALL BE SCREENED IN ACCORDANCE WITH LOCAL CITY AND ZONING ORDINANCES.
- UTILITY BOXES AND CONDUIT SHALL BE PAINTED TO MATCH BUILDING COLOR
- ROMAN SIZE, FACE BRICK, WITH 3/8" CONCAVE GROUT JOINT- MORTAR TO BE MATCHED TO GROUT
- CONTRACTOR TO ENSURE METAL PANELS ARE INSTALLED IN ACCORDANCE WITH MANUFACTURERS RECOMMENDATION.
- SIGN DESIGNED AND FABRICATED BY APPROVED VENDOR TO MEET BRAND STANDARDS, FOR LOCATION ONLY
- ALL UTILITY BOXES AND METERS SHALL BE PAINTED TO MATCH SURROUNDING BUILDING FACADE.
- FINAL SIGN DESIGN TO BE DRAFTED BY THIRD PARTY CONTRACTOR TO ENSURE FINAL SIGN PACKAGE IS SUBMITTED APPROVED BY THE BRAND

ELEVATION KEYNOTES

1 **WEST ELEVATION - SIDE A**
1/8" = 1'-0"

TYPE-SIX

TYPE-SIX DEVELOPMENT SERVICES, LLC
910 SOUTH MAIN STREET #150
GRAPEVINE, TEXAS 76054
972.677.9075

TPS AND SPRINGHILL SUITES
TEKMAK DEVELOPMENT COMPANY
SHERMAN, TX, 75092

PROJECT # 24004

ARCHITECT
D. HAYES HINKLE

ISSUE DATE
09/20/2024

ISSUED FOR
30% REVIEW

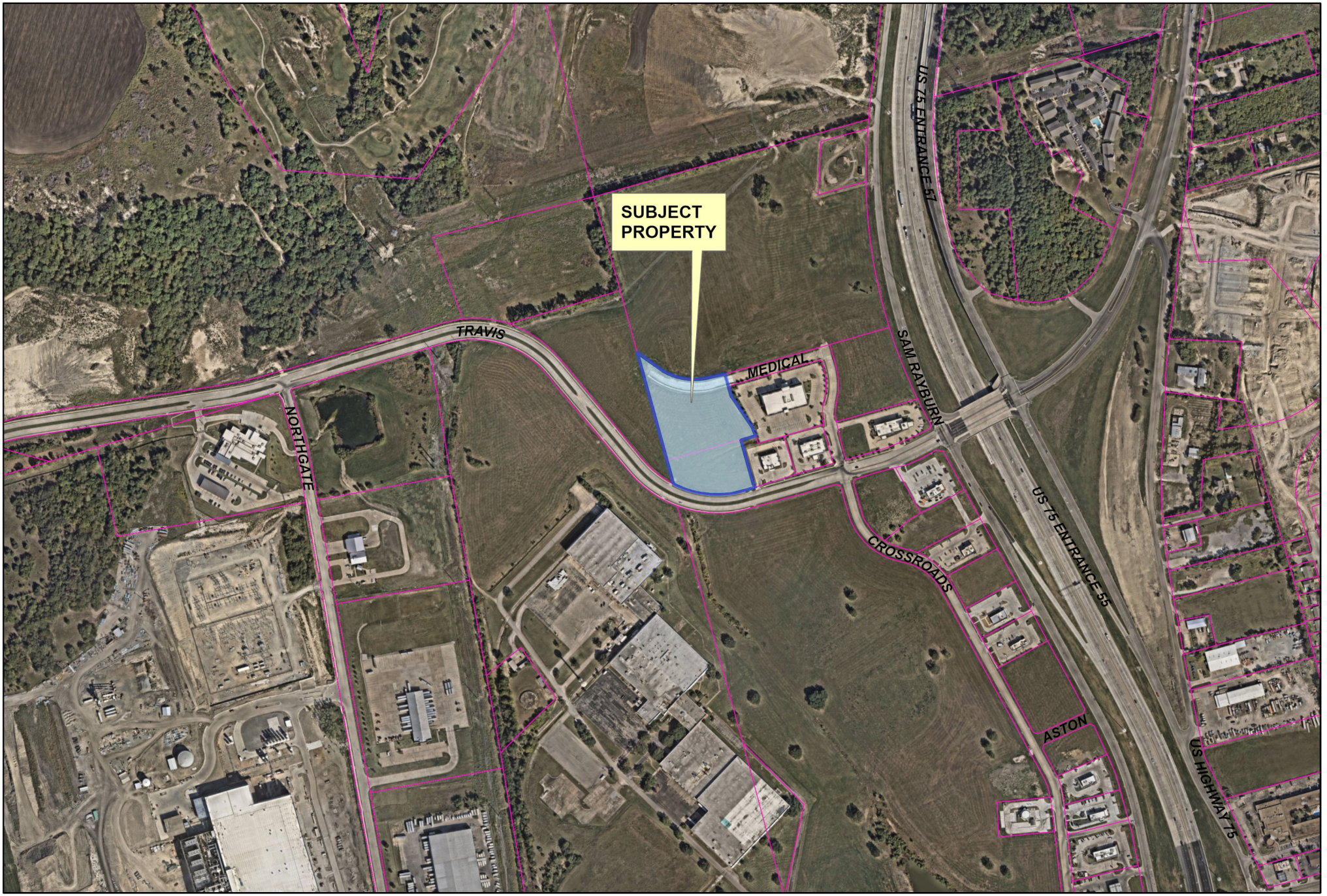
#	Revision	Date

SHEET NAME
BUILDING ELEVATIONS

SHEET NUMBER
A5.04

THIS DOCUMENT IS INCOMPLETE AND MAY NOT BE USED FOR REGULATORY APPROVAL, PERMIT, OR CONSTRUCTION.

D. HAYES HINKLE - 26067



Date: 12/10/2024 3:40 PM

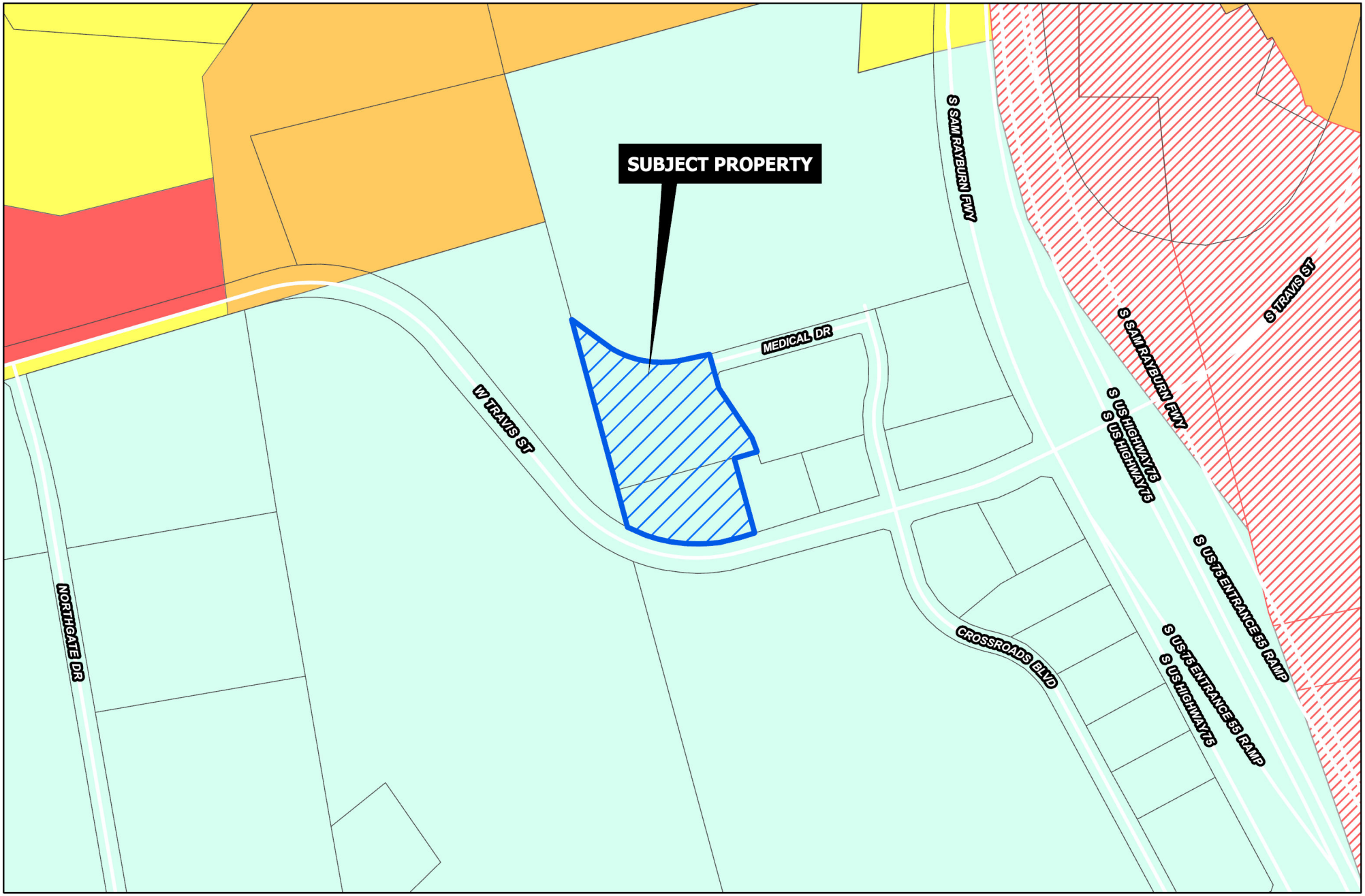
Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

CITY OF SHERMAN

301 W Travis

NORTH



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Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services Department

- R-A Residential Agricultural
- R-E Estate Residential
- R-12 Single Family Residential
- R-6 Single Family Residential
- R-5 Single Family Residential
- R-4 Patio Home Residential
- R-2F Duplex Residential
- R-TH Townhome Residential
- MF-15 Multi-Family Residential
- MF-30 Multi-Family Residential
- MH Manufactured Housing
- C-N Neighborhood Commercial
- C-O Office
- C-1 Retail Business
- C-2 General Commercial
- M-1 Light Manufacturing
- M-1.5 Medium Manufacturing
- M-2 Heavy Manufacturing
- PD Planned Development

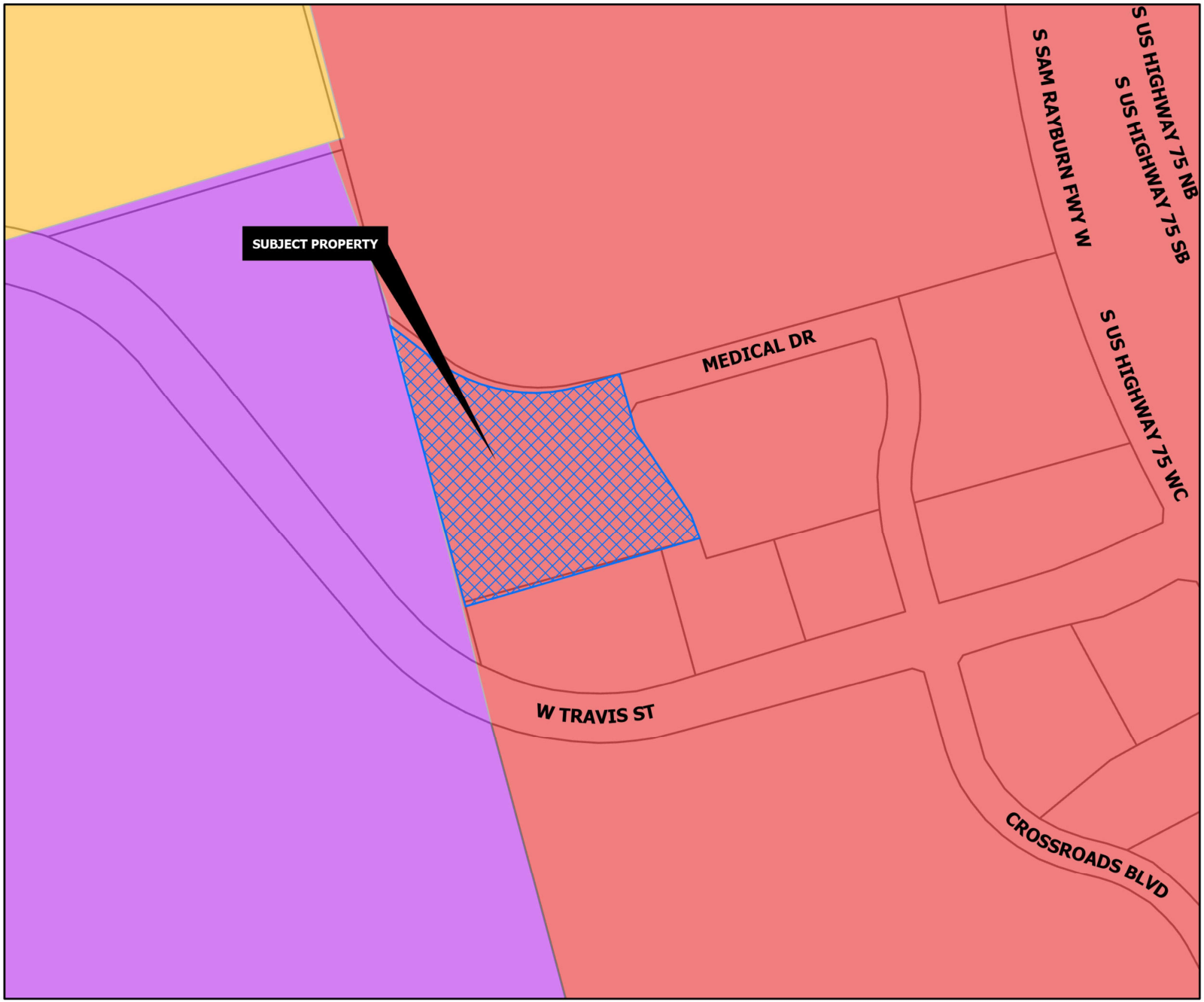
Road Names All

Planning&Zoning

CITY OF SHERMAN

301 W Travis
452010 452011

NORTH



REGIONAL COMMERCIAL

Intent & Character

The Regional Commercial category is intended to promote large-scale commercial development along US-75, while promoting community character through design. US-75 serves as the major gateway to and through the community; therefore, aesthetics and design should be promoted in this corridor. This category should allow large-scale commercial uses that serve the region and the community alike. A mix of uses and inter-connectivity between parcels should be encouraged.

Appropriate Land Use Types

- Retail and Restaurants
- Multi-Family Living
- Office Complex
- Medical
- Mixed Use
- Indoor Entertainment

Compatible Zoning Districts

- Retail Business
- General Commercial
- Office
- Multi-Family Residential (MF-15 and MF-30)
- Planned Development (for larger tracts)

Considerations

- Site design considerations should be given to parking, landscaping, and building articulation.
- Where possible, parking should be screened from view or well-landscaped with native, drought-tolerant plants.
- All buildings facades fronting a public street or within significant public view should have aesthetically-pleasing horizontal and vertical articulation.
- Signage should be multi-tenant, where possible, and should match the character of the primary structure.
- High density residential should be included in mixed use developments.
- High density residential is appropriate behind commercial areas, with inter-connectivity.
- If high density is stand alone, the surrounding uses and connectivity should be considered to avoid an "island."

Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services Department

- Agriculture/Rural
- Airport
- City Parkland
- Community Commercial
- Core Neighborhood
- Downtown
- Regional Commercial
- Suburban Neighborhood
- Technology Hub
- Planning & Zoning

CITY OF SHERMAN
FUTURE LAND USE MAP
301 W TRAVIS ST

N
W E
S

Date: 11/8/2024 11:24:28 AM

MAX
COMING SOON
Sherman
NOTICE OF
SPECIFIC USE
PERMIT REQUEST
PROJECT # 24-005348

Marlow, Lauren

From: Planning
To: Jeff Harkinson
Subject: RE: P&Z-Bd. of Adjustment Hearing on TEKMAK Sherman Hotel SUP & Site Plan

From: Jeff Harkinson
Sent: Monday, December 16, 2024 2:25 PM
To: Planning
Cc: Tom Kirkland
Subject: P&Z-Bd. of Adjustment Hearing on TEKMAK Sherman Hotel SUP & Site Plan

Dear Mr. Rae,

As the principal owner and manager of the approximately 130-acre Sherman Crossroads development, this is to advise you that Sherman Crossroads, Ltd. and Heritage Development Partners, LLC, the two primary owners of Sherman Crossroads, support the application by TEKMAK Sherman Hotel, LP for approval of its site plan and SUP under Section 14.06.009 to allow hotel or motel use in the Blalock Commercial Overlay District and to repeal Ordinance No. 6602, subject to the staff review comments.

We have worked extensively with Mr. Tom Kirkland of TEKMAK and his staff on his Sherman project. We believe the multi-million-dollar Marriott dual-branded hotels he is proposing will bring badly needed, new, quality hotels to Sherman Crossroads and the City of Sherman and will contribute to the overall mix of products and services available within our master-planned commercial development. I have personally toured the identical dual-branded Marriott hotels that TEKMAK developed in Rockwall, TX, and was very impressed with the quality of construction and amenities that were incorporated into their facilities. Within Sherman Crossroads, the only area that permits hotels or motels under our existing deed restrictions is the area north of West Travis Street. We believe the site owned by and being developed by TEKMAK is the perfect location for a hotel or motel since their site it is situated within the heart of the medical district of Sherman Crossroads with mutual benefit to all current and future developments within this area.

Your approval is encouraged.

Sincerely,

HARKINSON INVESTMENT CORPORATION

Jeff Harkinson
President
4560 Beltline Road Suite 400 Addison, TX 75001

ORDINANCE NO. 6602

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, AND GRANTING A SPECIFIC USE PERMIT TO ALLOW A HOTEL OR MOTEL IN THE BLALOCK INDUSTRIAL PARK PD (PLANNED DEVELOPMENT) DISTRICT/BLALOCK COMMERCIAL OVERLAY DISTRICT, LOCATED IN THE 301 BLOCK WEST TRAVIS STREET, CONSISTING OF 3.024 ACRES, BEING A TRACT OF LAND SITUATED IN THE PRESTON KITCHEN SURVEY, ABSTRACT NO. 667, LOT 1, BLOCK 1 OF THE PRELIMINARY PLAT, CROSSROADS SPRINGHILL SUITES, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS (JEFF HARKINSON, OWNER; JIM RILEY, REPRESENTATIVE; AND VOTEX SURVEYING COMPANY, SURVEYOR); PRESCRIBING CONDITIONS TO THE SPECIFIC USE PERMIT; PROVIDING A PENALTY NOT TO EXCEED $2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW

WHEREAS, the City Planning and Zoning Commission and the City Council, in accordance with the state law and the ordinances of the City of Sherman, have given the required notices and have held the required public hearings regarding this Specific Use Permit; and

WHEREAS, the City Council finds that this use will complement or be compatible with the surrounding uses and community facilities; contribute to, enhance, or promote the welfare of the area of request and adjacent properties; not be detrimental to the public health, safety, or general welfare; and conform in all other respects to all applicable zoning regulations and standards; and

WHEREAS, the City Council finds that it is in the public interest to grant this Specific Use Permit, subject to certain conditions.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS:

SECTION 1. That, from and after the effective date of this Ordinance, the property located at 301 Block West Travis Street, City of Sherman, Grayson County, Texas is/are granted a Specific Use Permit to a Hotel or motel in the Blalock Industrial Park PD (Planned Development) District/Blalock Commercial Overlay District, subject to the conditions described in this Ordinance and that Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14 is hereby amended so as to hereafter include property highlighted in green on **Exhibit A – Survey**.

SECTION 2. That this Specific Use Permit is granted on the following conditions:

Zoning:

1. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's Zoning Ordinance/Code of Ordinance Chapter 14.
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal (903.892.7267). *(Code of Ordinances Chapter 3.02(c))*
3. Fence Permits shall be permitted separately from the building permit and must adhere to the City's Zoning Ordinance/Code of Ordinance Chapter 14. *(Sec. 14.04.004 and 14.03.007)*
4. Sign Permits shall be permitted separately from the building permit and must adhere to the City's Zoning Ordinance/Code of Ordinance Chapter 14. *(Article 14.07 and 14.03.007)*
5. Impact fees will be required at the time of building permit application. *(Chapter 13, Article. 13.11)*
6. A Specific Use Permit is an amendment to the district regulations of the Zoning Ordinance that permits the establishment of a specific use within a zoning district in which such specific use may be established unless such use of land or structure is discontinued or abandoned for a period of thirty (30) consecutive days in which event such Specific Use Permit shall be void and such use may not thereafter be resumed unless a new Specific Use Permit is granted in accordance with this section. *(Chapter 14, Sec. 14.06.009 (a)(1)(C))*
7. The approval of a Site Plan shall be effective for a period of two (2) years from the date of approval, at the end of which time the Site Plan shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Site Plan was approved.
8. Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

Engineering

9. The width of the right-of-way for West Travis Street shall be shown on the plat. If no ROW is documented, existing ROW shall be determined by found monuments and shown on plat. *Code of Ordinances Chapter 10, Exhibit A, Sec.6(B)(7)*
10. Additional Dedication of Right of Way on West Travis Street may be required upon verification of existing ROW. *Code of Ordinances Chapter 10, Exhibit A, Secs. 5(B)(5), (10); 5(C)(1); 6(B)(7)-(8), (14)-(15); 12(B)(1)(a); 12(B)(1)(k)(1)-(3); 12(B)(5)*
11. Dedicate a 10' Utility Easement along Medical Drive. *Code of Ordinances Chapter 10, Exhibit A, Sec. 12(D)*
12. Dedicate a 15' Utility Easement along West Travis Street. *Code of Ordinances Chapter 10, Exhibit A, Sec. 12(D)*
13. Add Avigation Release to plat. Coordinate with Engineering Department for language. *Code of Ordinances Chapter 14, Article 14.02*
14. West Travis Street is dedicated as "West Travis Street." Correct references on drawing and in metes and bounds to remove the abbreviation of "West."
15. Remove Fire Lane and Utility Easement from plat.
16. Water Easements by plat to be relocated per civil plan review.

17. 15' Sanitary Sewer Easement to be renamed 15' Wastewater Easement and may require relocation and resizing upon civil review.
18. Internal water and wastewater lines will be privately owned and maintained.

Additional Conditions:

19. The property shall be developed and used in accordance with all City Ordinances and the Site Plan shown in **Exhibit B.**
20. The property shall be developed and used in accordance with the Landscape Plan show in **Exhibit C.**

SECTION 3. That this Ordinance shall be entered upon the official zoning map as provided in Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14, Section 14.01.002.

SECTION 4. That after holding a properly noticed public hearing, the City Council may amend, change, or rescind the Specific Use Permit if any of the conditions set forth in Zoning Ordinance/Code of Ordinances Chapter 14, Section 14.06.009(1)(g), apply or exist.

SECTION 5. That the Specific Use Permit shall be effective from and after the effective date of this Ordinance. Upon termination of the Specific Use Permit, the property shall cease to be used as provided herein unless another Specific Use Permit or appropriate zoning has been obtained.

SECTION 6. That it shall be unlawful for any person to make use of the property in some manner other than as authorized by this Ordinance, and it shall be unlawful for any person to construct on the property any building that is not in conformity with the permissible uses under this Ordinance. Any person violating any provision of this Ordinance or the Zoning Ordinance, as they exist or may be amended, shall be deemed guilty of a misdemeanor, and on conviction thereof, shall be fined in an amount not exceeding TWO THOUSAND AND NO/100 DOLLARS ($2,000.00). A violation of any provision of this Ordinance shall constitute a separate violation for each calendar day in which it occurs. The penal provisions imposed under this Ordinance shall not preclude the City from filing suit to enjoin the violation. The City retains all legal rights and remedies available to it pursuant to local, state, and federal law.

SECTION 7. That the Zoning Ordinance shall remain in full force and effect, save and except as amended by this or any other ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict, but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 8. That in the event any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional and/or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each

section, subsection, clause or phrase thereof, regardless of whether any one or more sections, subsections, sentences, clauses or phrases is declared unconstitutional and/or invalid.

SECTION 9. That it is hereby officially found and determined that the meetings at which this Ordinance was introduced and passed were open to the public and that public notice of the time, place and purpose of said meetings were given all as required by law.

SECTION 10. That this Ordinance shall become effective from and after its adoption and publication as required by law and the City Charter.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS.

INTRODUCED on this the 26th day of June 2023.

ADOPTED on this the 26th day of June 2023.

EFFECTIVE DATE on this the 26th day of June 2023.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

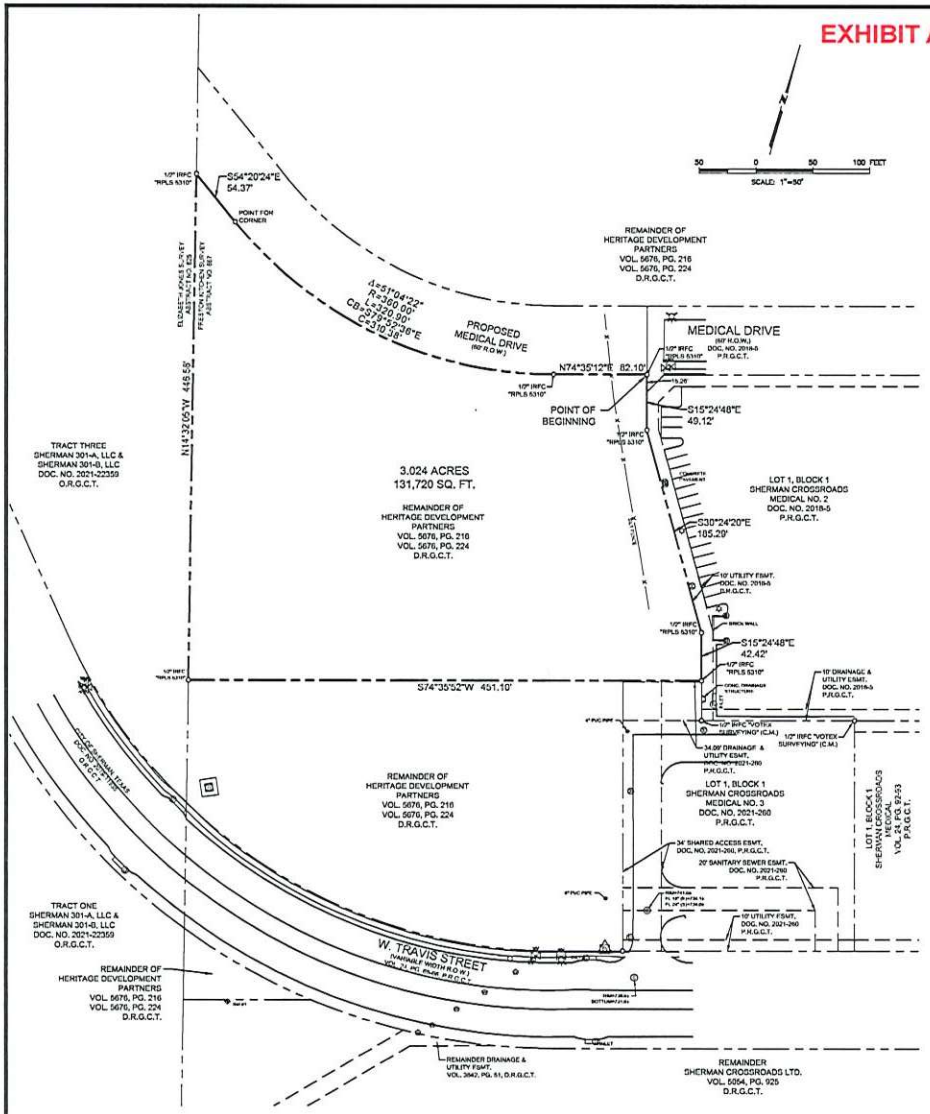
ATTEST:

BY: Linda Ashby
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM:
THE LAW FIRM OF ABERNATHY, ROEDER, BOYD & HULLETT, P.C.

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

EXHIBIT A



DESCRIPTION OF PROPERTY SURVEYED
131,720 SQ. FT. / 3.024 ACRES

BEING a tract of land situated in the Preston Kitchen Survey, Abstract No. 667, City of Sherman, Grayson County, Texas and being a portion of that 44.83 acre tract of land conveyed to Heritage Development Partners, LLC by Special Warranty Deed recorded in Volume 5676, Page 216 and Volume 5676, Page 224 of the Deed Records of Grayson County, Texas, and being more particularly described as follows.

BEGINNING at a 1/2-inch iron rod with plastic cap stamped "RPLS 5310" found for corner in the existing southwest right-of-way line of Medical Drive (a variable width right-of-way);

THENCE S 15°24'48" E, at a distance of 15.26 feet passing the westernmost northwest corner of corner of Lot 1, Block 1, Sherman Crossroads Medical No. 2, an addition to the City of Sherman according to the plat thereof recorded in Document No. 2018-5, Plat Records, Grayson County, Texas and the existing south terminus of said Medical Drive, and continuing for a total distance of 48.87 feet to a 1/2-inch iron rod with plastic cap stamped "RPLS 5310" found for corner;

THENCE with the southwest line of said Lot 1, Block 1, Sherman Crossroads Medical No. 2, the following courses and distances:

S 30°24'20" E, a distance of 185.29 feet to a 1/2-inch iron rod with plastic cap stamped "RPLS 5310" found for corner;

S 15°24'48" E, a distance of 42.42 feet to a 1/2-inch iron rod with yellow plastic cap stamped "RPLS 5310" set for corner;

THENCE S 74°35'52" W, departing said southwest line of said Lot 1, Block 1, Sherman Crossroads Medical No. 2, over and across said Heritage Development Partners tract, a distance of 451.10 feet to a 1/2-inch iron rod with plastic cap stamped "RPLS 5310" found for corner in the northeast line of a tract of land conveyed as Tract Three to Sherman 301-A, LLC and Sherman 301-B, LLC by deed recorded in Document No. 2021-22359, Official Records, Grayson County, Texas;

THENCE N 14°32'05" W, with said northeast line of Sherman 301-A & Sherman 301-B tract, a distance of 446.58 feet to a 1/2-inch iron rod with plastic cap stamped "RPLS 5310" found for corner at the proposed southwest corner of Medical Drive;

THENCE with the proposed south line of Medical Drive, the following courses and distances:

S 54°20'24" E, a distance of 54.37 feet to a point for corner at the beginning of a tangent curve to the left;

In a southeasterly direction, with said curve to the left, having a central angle of 51°04'22", a radius of 360.00 feet, a chord that bears S 79°52'36" E, a distance of 310.38 feet and an arc distance of 320.00 feet to a 1/2-inch iron rod with plastic cap stamped "RPLS 5310" found at the end of said curve;

N 74°35'15" E, a distance of 82.10 feet to the POINT OF BEGINNING and containing 132,006 square feet or 3.030 acres of land, more or less.

SURVEYOR'S CERTIFICATION

STATE OF TEXAS §
COUNTY OF DALLAS §

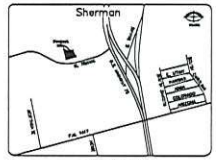
I, CANDY HONE, Registered Professional Land Surveyor, hereby certify that on Febuary 15, 2023, this survey was made on the ground as per the field notes shown on this survey and is true, correct, and accurate as to the boundaries and areas of the subject property and the size, location and type of buildings and improvements thereon, if any, and as to the other matters shown hereon, and correctly shows the location of all visible easements and rights-of-way and of all rights-of-way, easements, and any other matters of record, or of which I have knowledge or have been advised, whether or not of record, affecting the subject property, and the location of all curb cuts and driveways, if any.

This survey complies with the current Texas Society of Professional Land Surveyors Standards and Specifications for a Category 1A, Condition II Survey.

EXECUTED this day of PRELIMINARY 2023.

RELEASED 4/17/2023 FOR REVIEW PURPOSES ONLY
THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT.

Name: Candy Hone
Title: RPLS for Votex Surveying Company
Registered Professional Land Surveyor
Registration No.: Texas 5867
Firm No.: 10013600
Address: 10440 N. Central Expressway, Suite 800, Dallas, Texas 75231
Office No.: (469) 333-8831
Email: candy@votexsurveying.com



LEGEND

- CABLE TV MARKER SIGN
- COMMUNICATIONS BOX
- ELEVATION BENCHMARK
- LIGHT STANDARD
- SIGN
- IRRIGATION VALVE
- SANITARY SEWER MANHOLE
- STORM SEWER MANHOLE
- TRAFFIC BOLLARD
- FIRE HYDRANT
- WATER MARKER FLAG
- WATER VALVE
- C.M. CONTROLLING MONUMENT
- IRFC IRON ROD WITH CAP FOUND
- IRSC 1/2" IRON ROD W/ YELLOW PLASTIC CAP STAMPED "VOTEX SURVEYING" SET
- P.R.G.C.T. PLAT RECORDS, GRAYSON COUNTY, TEXAS
- D.R.G.C.T. DEED RECORDS, GRAYSON COUNTY, TEXAS
- O.R.G.C.T. OFFICIAL RECORDS, GRAYSON COUNTY, TEXAS

NOTES:

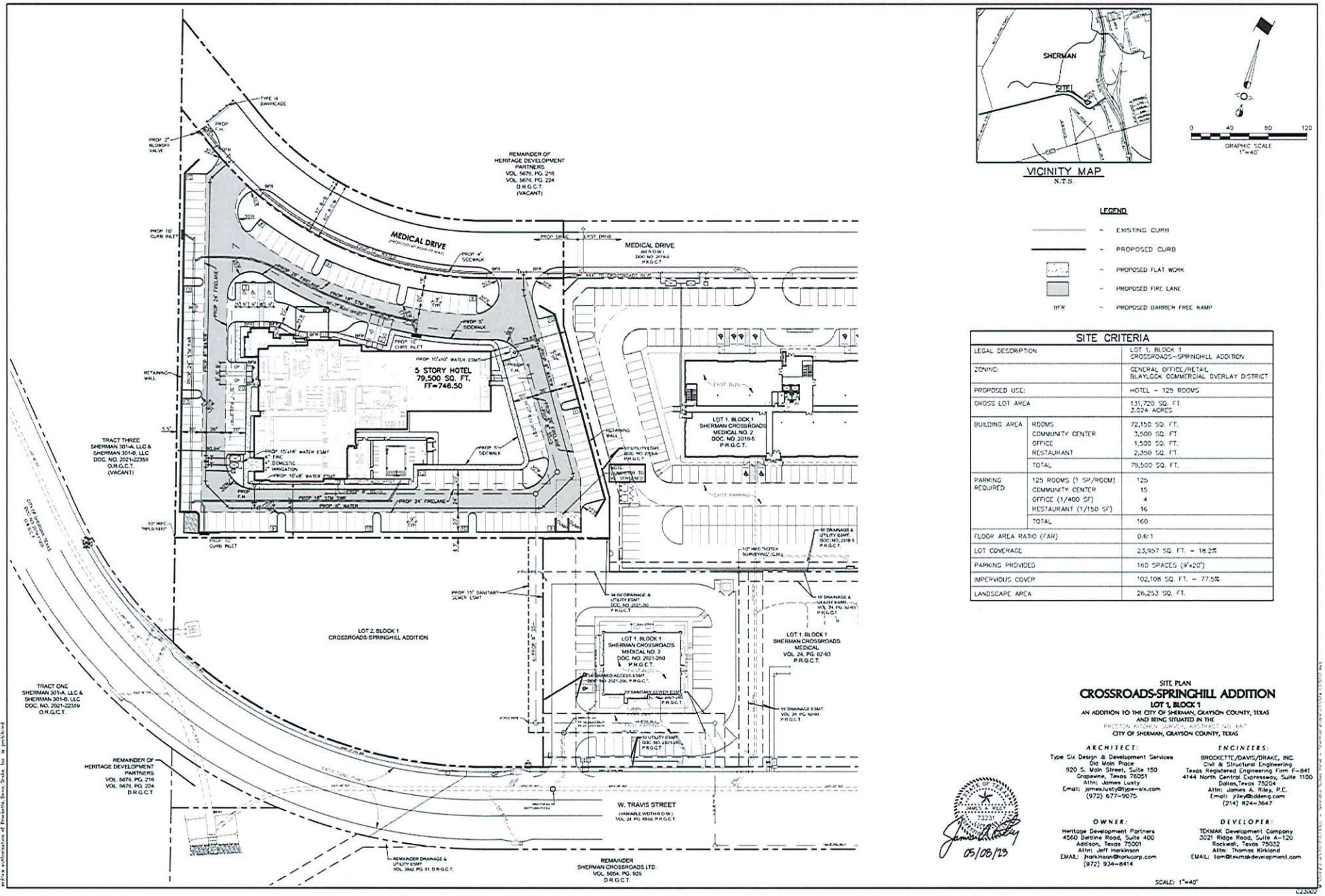
1. THE BASIS OF BEARINGS FOR THIS SURVEY IS THE STATE PLANE COORDINATE SYSTEM, NORTH TEXAS CENTRAL ZONE 4202, NORTH AMERICAN DATUM OF 1983. ADJUSTMENT REALIZATION 2011.

2. NO PORTION OF THE SUBJECT PROPERTY LIES WITHIN ANY AREA OF THE 100-YEAR FLOOD ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP NO 48181C 0405G, REVISED DATE SEPTEMBER 1, 2022. PROPERTY IS LOCATED IN "ZONE X" OTHER AREAS: AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.

3. THE SURVEY ABSTRACT LINES SHOWN HEREON ARE APPROXIMATE AND ARE NOT LOCATED ON THE GROUND.

3.024 ACRES
LAND TITLE SURVEY
SITUATED IN THE
PRESTON KITCHEN SURVEY, ABSTRACT NO. 667
CITY OF SHERMAN, GRAYSON COUNTY, TEXAS
SCALE: 1"=50' DATE: FEBRUARY 15, 2023

VOTEX SURVEYING COMPANY – TBPLS FIRM NO. 10013600
10440 N. CENTRAL EXPWY, STE. 800 DALLAS, TEXAS 75231
PH. (469) 333-8831; candy@votexsurveying.com
PROJECT NO. 2023-005



VICINITY MAP
N.T.S.

0 40 80 120
GRAPHIC SCALE
1"=40'

LEGEND

- EXISTING CURB
- PROPOSED CURB
- PROPOSED FLAT WORK
- PROPOSED FIRE LANE
- BFR - PROPOSED BARRIER FREE RAMP

SITE CRITERIA		
LEGAL DESCRIPTION		LOT 1, BLOCK 1 CROSSROADS-SPRINGHILL ADDITION
ZONING:		GENERAL OFFICE/RETAIL BLAYLOCK COMMERCIAL OVERLAY DISTRICT
PROPOSED USE:		HOTEL - 125 ROOMS
GROSS LOT AREA		131,720 SQ. FT. 3.024 ACRES
BUILDING AREA	ROOMS	72,150 SQ. FT.
	COMMUNITY CENTER	3,500 SQ. FT.
	OFFICE	1,500 SQ. FT.
	RESTAURANT	2,350 SQ. FT.
	TOTAL	79,500 SQ. FT.
PARKING REQUIRED	125 ROOMS (1 SP/ROOM)	125
	COMMUNITY CENTER	15
	OFFICE (1/400 SF)	4
	RESTAURANT (1/150 SF)	16
	TOTAL	160
FLOOR AREA RATIO (FAR)		0.6:1
LOT COVERAGE		23,957 SQ. FT. - 18.2%
PARKING PROVIDED		160 SPACES (9'x20')
IMPERVIOUS COVER		102,108 SQ. FT. - 77.5%
LANDSCAPE AREA		26,253 SQ. FT.

STATE OF TEXAS
JAMES A. RILEY
73231
LICENSED PROFESSIONAL ENGINEER
05/08/23

SITE PLAN
CROSSROADS-SPRINGHILL ADDITION
LOT 1, BLOCK 1
AN ADDITION TO THE CITY OF SHERMAN, GRAYSON COUNTY, TEXAS AND BEING SITUATED IN THE PRESTON KITCHEN SURVEY, ABSTRACT NO. 647
CITY OF SHERMAN, GRAYSON COUNTY, TEXAS

ARCHITECT:
Type Six Design & Development Services
Old Main Place
920 S. Main Street, Suite 150
Grapevine, Texas 76051
Attn: James Lusty
Email: jameslusty@type-six.com
(972) 677-9075

ENGINEERS:
BROCKETTE/DAVIS/DRAKE, INC.
Civil & Structural Engineering
Texas Registered Engineering Firm F-841
4144 North Central Expressway, Suite 1100
Dallas, Texas 75204
Attn: James A. Riley, P.E.
Email: jriley@bddeng.com
(214) 824-3647

OWNER:
Heritage Development Partners
4560 Belt line Road, Suite 400
Addison, Texas 75001
Attn: Jeff Harkinson
EMAIL: jharkinson@horsecorp.com
(972) 934-8414

DEVELOPER:
TEXMAK Development Company
3021 Ridge Road, Suite A-120
Rockwall, Texas 75032
Attn: Thomas Kirkland
EMAIL: tom@texmakdevelopment.com

SCALE: 1"=40'

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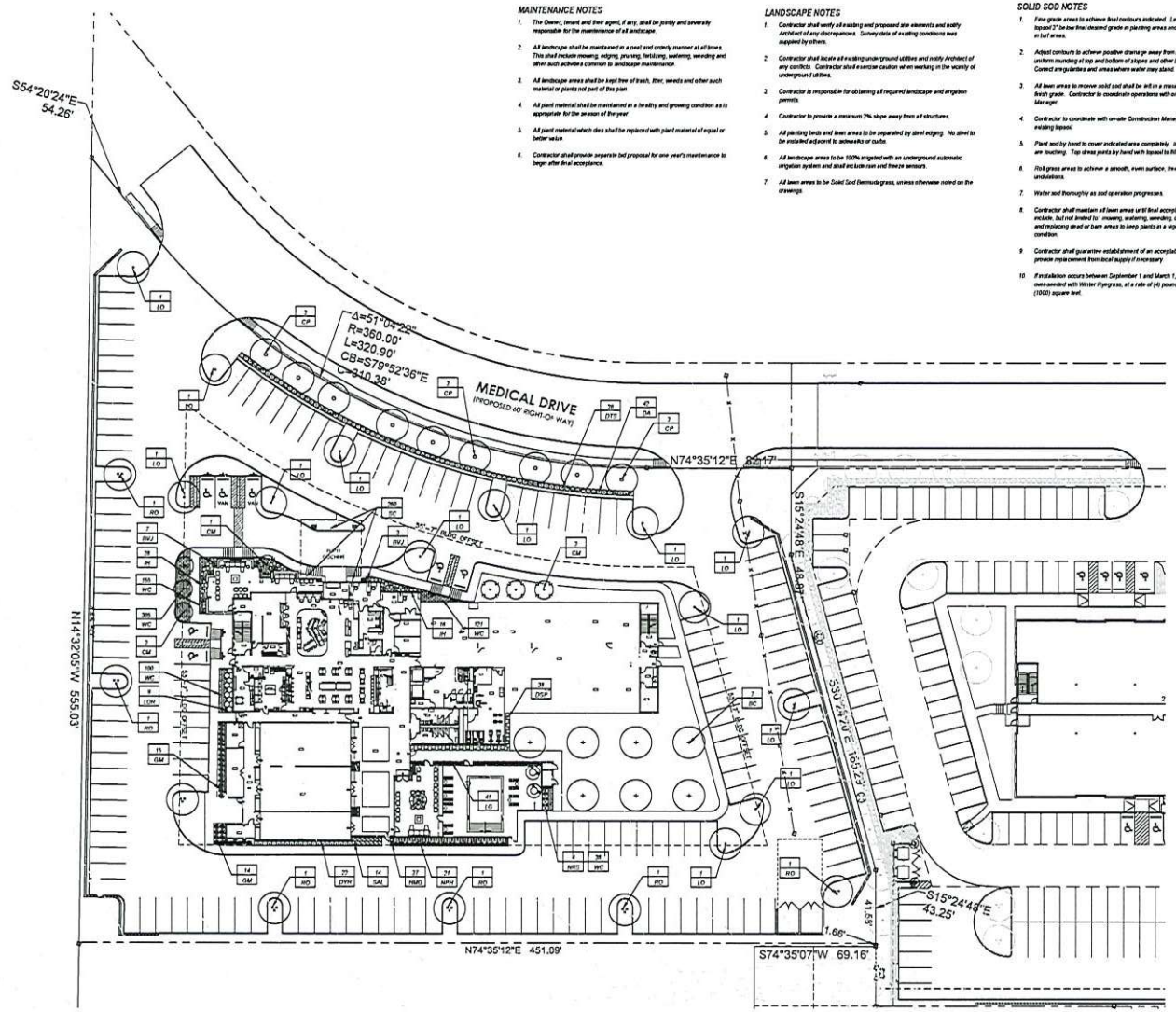
EXHIBIT C



MAINTENANCE NOTES

1. The Owner, tenant and their agent, if any, shall be jointly and severally responsible for the maintenance of all landscape.
2. All landscape shall be maintained in a neat and orderly manner at all times. This shall include mowing, edging, pruning, fertilizing, watering, weeding and other such activities common to landscape maintenance.
3. All landscape areas shall be kept free of trash, litter, weeds and other such material or plants not part of this plan.
4. All plant material shall be maintained in a healthy and growing condition as is appropriate for the season of the year.
5. All plant material which dies shall be replaced with plant material of equal or better value.
6. Contractor shall provide separate bid proposal for one year's maintenance to begin after final acceptance.

LANDSCAPE NOTES

1. Contractor shall verify all existing and proposed site elements and notify Architect of any discrepancies. Survey data of existing conditions was supplied by others.
2. Contractor shall locate all existing underground utilities and notify Architect of any conflicts. Contractor shall exercise caution when working in the vicinity of underground utilities.
3. Contractor is responsible for obtaining all required landscape and irrigation permits.
4. Contractor to provide a minimum 2% slope away from all structures.
5. All planting beds and lawn areas to be separated by steel edging. No steel to be installed adjacent to sidewalks or curbs.
6. All landscape areas to be 100% irrigated with an underground automatic irrigation system and shall include rain and freeze sensors.
7. All lawn areas to be Solid Sod Bermudagrass, unless otherwise noted on the drawings.

SOLID SOD NOTES

1. Fine grade areas to achieve final contours indicated. Leave areas to receive topsoil 2" below final desired grade in planting areas and 1" below final grade in turf areas.
2. Adjust contours to achieve positive drainage away from buildings. Provide uniform rounding at top and bottom of slopes and other breaks in grade. Correct irregularities and areas where water may stand.
3. All lawn areas to receive solid sod shall be left in a maximum of 1" below final finish grade. Contractor to coordinate operations with on-site Construction Manager.
4. Contractor to coordinate with on-site Construction Manager for availability of existing topsoil.
5. Plant sod by hand to cover indicated area completely. Insure edges of sod are touching. Top dress joints by hand with topsoil to fill voids.
6. Roll grass areas to achieve a smooth, even surface, free from unnatural undulations.
7. Water sod thoroughly as sod operation progresses.
8. Contractor shall maintain all lawn areas until final acceptance. This shall include, but not limited to: mowing, watering, weeding, cultivating, cleaning and replacing dead or bare areas to keep plants in a vigorous, healthy condition.
9. Contractor shall guarantee establishment of an acceptable turf area and shall provide replacement from local supply if necessary.
10. If installation occurs between September 1 and March 1, all sod areas to be over-seeded with Winter Ryegrass, at a rate of (4) pounds per one thousand (1000) square feet.

GENERAL LAWN NOTES

1. Fine grade areas to achieve final contours indicated on civil plans.
2. Adjust contours to achieve positive drainage away from buildings. Provide uniform rounding at top and bottom of slopes and other breaks in grade. Correct irregularities and areas where water may stand.
3. All lawn areas to receive solid sod shall be left in a maximum of 1" below final finish grade. Contractor to coordinate operations with on-site Construction Manager.
4. Imported topsoil shall be natural, friable soil from the region, known as bottom and soil, free from lumps, clay, toxic substances, roots, debris, vegetation, stones, containing no salt and black to brown in color.
5. All lawn areas to be fine graded, irrigation trenches completely settled, and finish grade approved by the Owner's Construction Manager or Architect prior to installation.
6. All rocks 3/4" diameter and larger, dirt clods, sticks, concrete spoils, etc. shall be removed prior to placing topsoil and any lawn installation.
7. Contractor shall provide (1") one inch of imported topsoil on all areas to receive lawn.

PLANT LIST

TREES

QTY.	TYP.	COMMON NAME	BOTANICAL NAME	SIZE	REMARKS
7	BC	Bald Cypress	*Taxodium distichum*	3" cal.	B&B, 12'-14', 4'-5' spread min.
7	CM	Crepe Myrtle 'Natchez'	*Lagerstroemia indica 'Natchez'*	8' ht.	B&B, 3-5 cane, no cross caning
9	CP	Chinese Pistache	*Pistachia chinensis*	3" cal.	B&B, 12'-14', 4'-5' spread min.
13	LO	Live Oak	*Quercus virginiana*	3" cal.	B&B, 12'-14', 4'-5' spread min.
6	RO	Red Oak 'Shumard'	*Quercus shumardi*	3" cal.	B&B, 12'-14', 4'-5' spread min.

SHRUBS

QTY.	TYP.	COMMON NAME	BOTANICAL NAME	SIZE	REMARKS
10	BVJ	Blue Vase Juniper	*Juniperus sp. 'Blue Vase'*	7 gal.	container, full plant, full to base
22	DYH	Dwarf Yaupon Holly	*Ilex vomitoria nana*	3 gal.	container, full plant specimen, 30" o.c.
37	HMG	Dwarf Hamlen Grass	*Pennisetum sp. 'Dwarf Hamlen'*	3 gal.	container, full plant specimen, 30" o.c.
44	IH	Indian Hawthorne 'Clara'	*Raphiolepis indica 'Clara'*	3 gal.	container, full plant specimen, 30" o.c.
21	NPH	Needlepoint Holly	*Ilex cornuta 'Needlepoint'*	3 gal.	container, full plant specimen, 30" o.c.
9	LGR	Lorapetalum 'Rubrum'	*Lorapetalum sp. 'Rubrum'*	3 gal.	container, full plant specimen, 36" o.c.
4	NRS	Nellie R. Stevens Holly	*Ilex sp. 'Nellie R. Stevens'*	15 gal.	container, full to base
26	DTS	Dwf. Texas Sage 'Lynns Dwf.'	*Leucophyllum sp. 'Lynn's Lowery'*	5 gal.	container, full plant specimen, 36" o.c.
42	DA	Dwarf Abelia 'Rose Creek'	*Abelia sp. 'Rose Creek'*	5 gal.	container, full plant specimen, 36" o.c.
29	GM	Gulf Muhly	*Muhlenbergia capillaris*	5 gal.	container, full plant specimen, 36" o.c.
14	SAL	Salvia 'Furman's Red'	*Salvia greggii 'Furman's Red'*	5 gal.	container, full plant specimen, 30" o.c.
47	DA	Dwarf Spirea 'Goldmound'	*Spirea sp. 'Goldmound'*	3 gal.	container, full plant specimen, 30" o.c.

GROUNDCOVERS

QTY.	TYP.	COMMON NAME	BOTANICAL NAME	SIZE	REMARKS
41	LG	Giant Liriope	*Liriope gigantea*	3 gal.	container, full top of container
719	WC	Wintercreeper	*Euonymus fortunei coloratus*	4" pots	container, (3) 12" runners in 12" o.c.
		Common Bermudagrass	*Cynodon dactylon*	solid sod	solid sod, refer to notes
260	SC	Seasonal Color			

NOTE: Plant list is an aid to bidders only. Contractor shall verify all quantities on plan. All heights and spreads are minimums. All plant material shall meet or exceed remarks as indicated. All trees to have straight trunks and be matching within varieties.

LAWN, SOLID SOD BERMUDAGRASS

LANDSCAPE TABULATIONS

PARKING LOT LANDSCAPING (MUSEUM)

Requirements: 10% of total parking to be landscape
40% of the total required to be sized as islands

Required	Provided
9,551 s.f. (10%)	8,330 s.f. (10.2%)
2,734 s.f. (40%)	4,165 s.f. (50.0%)

smr
landscape architects, inc.
1709 N. Garfield Street
Dallas, Texas 75207
Tel 214.871.0900
Fax 214.871.0945
Email: smr@smr-la.com

01 LANDSCAPE PLAN
SCALE: 1" = 30'-0"
0 15 30 60

10.17.2022

SITE PLAN
CROSSROADS–SPRINGHILL ADDITION
LOT 1, BLOCK 1
AN ADDITION TO THE CITY OF SHERMAN, GRAYSON COUNTY, TEXAS
AND BEING SITUATED IN THE
PRESTON KITCHEN SURVEY, ABSTRACT NO. 667
CITY OF SHERMAN, GRAYSON COUNTY, TEXAS

OWNER
Heritage Development Partners
4560 Beltline Road, Suite 400
Addison, Texas 75001
Attn: Jeff Harkinson

DEVELOPER
TEKMAK Development Company
3021 Ridge Road, Suite A–120
Rockwall, Texas 75032
Attn: Thomas Kirkland

ARCHITECT:
Type Six Design & Development Services
Old Main Place
920 S. Main Street, Suite 150
Grapevine, Texas 76051
Attn: James Lusty
Email: james.lusty@type-six.com
(972) 877–9075

ENGINEERS:
BROCKETTE/DAVIS/DRAKE, INC.
Civil & Structural Engineering
Texas Registered Engineering Firm F–841
4144 North Central Expressway, Suite 1100
Dallas, Texas 75204
Attn: James A. Riley, P.E.
Email: jriley@bddeng.com
(214) 824–3647

SCALE: 1"=30' APRIL 17, 2023

L.1

C23002

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SECTION 02900 - LANDSCAPE

PART 1 - GENERAL

1.1 REFERENCED DOCUMENTS

Refer to bidding requirements, special provisions, and schedules for additional requirements.

1.2 DESCRIPTION OF WORK

Work included: Furnish all supervision, labor, materials, services, equipment and appliances required to complete the work covered in accordance with the landscaping covered in these specifications and landscaping plans, including:

1. Planting (trees, shrubs, and grass)
2. Sod preparation and fertilization.
3. Mobilization of tourists.
4. Water and Maintenance until final acceptance
5. Guarantee

1.3 REFERENCE STANDARDS

A. American Standard for Nursery Stock published by American Association of Nurserymen, 27 October 1980, Edition, by American National Standards Institute, Inc. (Z60.1) – plant material.

B. American Joint Committee on Horticultural Nomenclature: 1942 Edition of Standardized Plant Names.

C. Texas Association of Nurserymen, Grades and Standards.

D. Hortis Third: 1976 - Cornell University

1.4 NOTIFICATION OF SOURCES AND SUBMITTALS

A. The Contractor shall, within ten (10) days following acceptance of bid, notify the Architect/Owner of the sources of plant materials and bed preparation required for the project.

B. Samples: Provide representative quantities of sandy loam soil, mulch, bed mix material, gravel, and crushed stone. Samples shall be approved by Architect before use on project.

C. Product Data: Submit complete product data and specifications on all other specified materials.

D. Submit three representative samples of each variety of ornamental trees, shrubs, and groundcover plants for Architect's approval. When approved, tag, install, and maintain as representative samples for final installed plant materials.

E. File Certificates of Inspection of plant material by state, county, and federal authorities with Architect, if required

F. Soil Analysis: Provide sandy loam soil analysis if requested by the Architect.

JOB CONDITIONS

A. General Contractor to complete the following punch list: Prior to Landscape Contractor initiating any portion of landscape installation, General Contractor shall leave planting bed areas three (3") inches below finish grade of sidewalks, drives and curbs as shown on the drawings. All lawn areas to receive solid sod shall be left one (1") inch below the finish grade of sidewalks, drives, and curbs. All construction debris shall be removed prior to Landscape Contractor beginning any work.

B. General Contractor shall provide topsoil as described in Section 02200 - Earthwork.

C. Storage of materials and equipment at the job site will be at the risk of the Landscape Contractor. The Owner cannot be held responsible for theft or damage.

1.6 MAINTENANCE AND GUARANTEE

A. Maintenance:

1. The Landscape Contractor will be held responsible for the maintenance of all work from the time of planting until final acceptance by the Owner. No trees, shrubs, groundcover or grass will be accepted unless they show a healthy growth and satisfactory foliage conditions.
2. Maintenance shall include watering of trees and plants, cultivation, weeding spraying, edging, pruning of trees, mowing of grass, repairing up and all other work necessary of maintenance.
3. A written notice requesting final inspection and acceptance should be submitted to the Owner at least seven (7) days prior to completion. An on-site inspection by Owner and Landscape Contractor will be completed prior to written acceptance
4. After final acceptance of installation, the Landscape Contractor will not be required to do any of the above listed work.

B. Guarantee:

1. Trees shall be guaranteed for a twelve (12) month period after acceptance. Shrubs and groundcover shall be guaranteed for twelve (12) months. The Contractor shall replace all dead materials as soon as weather permits and upon notification of the Owner. Plants, including trees, which have partially died so that shape, size, or symmetry has been damaged, shall be considered subject to replacement. In such cases, the opinion of the Owner shall be final.
   a. Plants used for replacement shall be of the same size and kind as those originally planted and shall be planted as originally specified. All soils, including materials, labor and equipment used in replacements, shall carry a twelve (12) month guarantee. Any damage, including ruts in lawn or bed areas, incurred as a result of making replacements shall be immediately repaired.
   b. At the direction of the Owner, plants may be replaced at the start of the next year's planting season. In such cases, dead plants shall be removed from the premises immediately.
   c. When plant replacements are made, plants, sod mix, fertilizer and mulch are to be utilized as originally specified and unexpected for full compliance with Contract requirements. All replacements are to be included under "Work" of this section.
2. The Owner agrees that for the guarantee to be effective, he will water plants at least twice a week during dry periods and maintain beds once a month after final acceptance.
3. The above guarantee shall not apply where plants die after acceptance because of injury from storms, hail, freeze, insects, diseases, injury by humans, machines or theft.
4. Acceptance for all landscape work shall be given after final inspection by the Owner provided the job is in a completed, undamaged condition, and there is a stand of grass in all lawn areas. At this time, the Owner will assume maintenance on the accepted work.

C. Repairs: Any necessary repairs under the Guarantee must be made within ten (10) days after receiving notice, weather permitting, and in the event the Landscape Contractor does not make repairs accordingly, the Owner, without further notice to Contractor, may provide materials and men to make such repairs at the expense of the Landscape Contractor.

1.7 QUALITY ASSURANCE

A. General: Comply with applicable Federal, State, County and Local regulations governing landscape materials and work

B. Personnel: Employ only experienced personnel who are familiar with the required work. Provide full time supervision by a qualified foreman acceptable to Landscape Architect.

C. Selection of Plant Material:

1. Make contact with suppliers immediately upon obtaining notice of contract acceptance to select and base materials. Develop a program of maintenance (pruning and fertilization) which will insure the purchased materials will meet and/or exceed project specifications.
2. Landscape Architect will provide a key identifying each tree location on site. Written verification will be required to document material selection, source and delivery schedules to site.
3. Owner and/or Architect shall inspect all plant materials when reasonable at place of growth for compliance with requirements for genus, species, ratios/materials, size and quality.
4. Owner and/or Architect retains the right to further inspect all plant material upon arrival at the site and during installation for size and condition of root balls, limbs, branching habit, insects, injuries, and latent defects.
5. Owner and/or Architect may reject unsatisfactory or defective material at any time during the process of work. Remove rejected materials from the site immediately. Plants damaged in transit or at job site shall be rejected.

1.9 PRODUCT DELIVERY, STORAGE AND HANDLING

A. Preparation:

1. Balled and Burlapped (B&B) Plants: Dig and prepare shipment in a manner that will not damage roots, branches, shape, and future development.
2. Container Grown Plants: Deliver plants in rigid container to hold ball shape and protect root mass.

A. Delivery:

1. Deliver packaged materials in sealed containers showing weight, analysis and name of manufacturer. Protect materials from deterioration during delivery and while stored at site.
2. Deliver only plant materials that can be planted in one day unless adequate storage and watering facilities are available on job site
3. Protect root balls by burlap or with sawdust or other approved moisture retaining material if not planted within 24 hours of delivery.
4. Protect plants during delivery to prevent damage to root balls or deterioration of leaves. Keep plants moist at all times. Cover all materials during transport.
5. Notify Architect of delivery schedule 72 hours in advance so plant material may be observed upon arrival at job site.
6. Remove rejected plant material immediately from site.
7. To avoid damage or stress, do not lift, move, adjust to plumb, or otherwise manipulate plants by trunk or stems.

PART 2 - PRODUCTS

2.1 PLANTS

A. General: Well-formed No. 1 grade or better nursery grown stock. Listed plant heights are from tops of root balls to normal tops of plants. Plants spread refers to nominal outer width of the plant, not to the outer bud tips. Plants will be individually approved by the Architect and his decision as to their acceptability shall be final.

B. Quantities: The drawings and specifications are complimentary. Anything called for on one and not the other is as binding as if shown and called for on both. The plant schedule is an aid to bidders only. Confirm all quantities on plan.

C. Quality and size: Plant materials shall conform to the size given on the plan, and shall be healthy, symmetrical, well-shaped, full branched, and well rooted. The plants shall be free from injurious insects, diseases, injuries to the bark or roots, broken branches, objectionable disfigurements, insect eggs and larvae and are to be of specimen quality.

D. Approval: All plant materials shall be subject to the approval of the Owner. All plants which are found unsuitable at growth, or at any unhealthy, badly shaped, or undersized condition, will be rejected by the Landscape Architect, either before or after planting, and shall be removed at the expense of the Landscape Contractor and replaced with acceptable plants as specified.

E. Trees shall be healthy, full-branched, well-shaped and shall meet the trunk diameter and height requirements of the plant schedule. Soils shall be firm, neat, slightly tapered, and well wrapped in burlap. Any tree loose in the ball or with broken ball at time of planting will be rejected. Soils shall be two (12") inched in diameter for each one (1") inch of trunk diameter. Measured six (6") inched above ball.
Nomenclature conforms to the customary nursery usage: for clarification, the term "multi-trunk" defines a plant having three (3) or more trunks of nearly equal diameter.

F. Pruning: All pruning of trees and shrubs, as directed by the Landscape Architect, shall be executed by the Landscape Contractor at no additional cost to the Owner.

2.2 SOIL PREPARATION MATERIALS

A. Sandy Loam:

1. Friable, fertile, dark, loamy soil, free of clay lumps, subsoil, stones and other extraneous material and reasonably free of weeds and foreign grasses. Loam containing Cadoograss or Hubgrass shall be rejected
2. Physical properties as follows:
   Clay – between 7-27 percent
   Silt – between 15-25 percent
   Sand – less than 52 percent
3. Organic matter shall be 3%-10% of total dry weight.
4. If requested, provide a certified soil analysis conducted by an approved soil testing laboratory verifying that sandy loam meets the above requirements.

B. Organic Material: Compost with a minimum of 60% vegetative matter and 20% animal waste. Ingredients should be a mix of manure and fine textured material.

C. Premixed Bedding Soil as supplied by Vital Earth Resources, Gladewater, Texas, Professional Bedding Soil as supplied by Living Earth Technology, Dallas, Texas or Acid Gro Municipal Mix as supplied by Soil Building Systems, Dallas, Texas or approved equal

D. Sharp Sand: Sharp sand must be free of weeds, soil particles and weeds.

E. Mulch: Double Shredded Hardwood Mulch, partially decomposed, dark brown. Living Earth Technologies or approved equal.

F. Organic Fertilizer: Fertilad, Sustane, or Green Sense or equal as recommended for required applications. Fertilizer shall be delivered to the site in original unopened containers, each bearing the manufacturer's guaranteed statement of analysis.

A. Commercial Fertilizer: 10-20-10 or similar analysis. Nitrogen source to be a minimum 50% slow release organic Nitrogen (SCU or UF) with a minimum 8% sulphur and 4% iron, plus micronutrients.

B. Peat: Commercial sphagnum peat moss or partially decomposed shredded pine bark or other approved organic material.

2.3 MISCELLANEOUS MATERIALS

A. Steel Edging: Shall be Ryerson "Solate Curbing", 1/8" x 4" with stakes 4' on center.

B. Staking Material for Shade Trees

1. Post: Studded T-Post, #1 Ammo with anchor plate, 6'-0" length; paint green.
2. Wire: 12 gauge, single strand, galvanized wire.
3. Rubber hose: 2 ply fiber reinforced hose, minimum ½ inch inside diameter. Color: Black

C. Gravel: Washed native pea gravel, graded 1 in. to 1-1/2 in.

D. Filter Fabric: Mirafi 140N by Celanese Fibers Marketing Company, available at Lofland Co., (214) 631-5250 or approved equal.

PART 3 - EXECUTION

3.1 BED PREPARATION & FERTILIZATION

A. Landscape Contractor to inspect all existing conditions and report any deficiencies to the Owner.

B. All planting areas shall be conditioned as follows:

1. Prepare new planting beds by spraying away existing grass and weeds as necessary. Till existing soil to a depth of six (6") inches prior to placing compost and fertilizer. Apply fertilizer as per manufacturers recommendations. Add six (6") inches of compost and till into a depth of six (6") inches of the topsoil. Apply organic fertilizer such as Sustane or Green Sense at the rate of twenty (20) pounds per one thousand (1,000) square feet.
2. All planting areas shall receive a two (2") inch layer of specified mulch.
3. Backfill for tree pits shall be as follows: Use existing top soil on site (use imported topsoil as needed) free from large clumps, rocks, debris, caliche, subsoils, etc., placed in nine (9") inch layers and watered in thoroughly.

C. Grass Areas:

1. Areas to be Solid Sod Bermudagrass: Blocks of sod should be laid joint to joint, (staggered joints) after fertilizing the ground first. Roll grass areas to achieve a smooth, even surface. The joints between the blocks of sod should be filled with topsoil where they are noticeably gaped open, then watered thoroughly.
2. Areas to be Hydromulch Common Bermudagrass: Hydromulch with commodigrass seed at a rate of two (2) pounds per one thousand (1,000) square feet. Use a 4' x 8' batter board against the bed areas.

3.2 INSTALLATION

A. Maintenance of plant materials shall begin immediately after each plant is delivered to the site and shall continue until all construction has been satisfactorily accomplished.

B. Plant materials shall be delivered to the site only after the beds are prepared and area ready for planting. All shipments of nursery materials shall be thoroughly protected from the drying winds during transit. All plants which cannot be planted at once after delivery to the site, shall be well protected against the possibility of drying by wind and sun. Balls of earth of B & B plants shall be kept covered with soil or other acceptable material. All plants remain the property of the Contractor until final acceptance.

C. Position the trees and shrubs in their intended location as per plan.

D. Notify the Landscape Architect for inspection and approval of all positioning of plant materials.

E. Excavate pits with vertical sides and horizontal bottom. Tree pits shall be large enough to permit handling and planting without injury to balls of earth or roots, and shall be of such depth that, when planted and settled, the crown of the plant shall bear the same relationship to the finish grade as it did to soil surface in original place of growth.

F. Wood and tree pits shall be no less than two (2') feet, twenty four (24") inches, wider than the lateral dimension of earth ball and six (6") inches deeper than the actual dimension. Remove soil from side of holes and loosen well only (1") inch in diameter. Pierce should be thoroughly moist before removing containers.

G. Dig a hole, rough sided hole exactly the same depth as the height of the ball, especially at the surface of the ground. The sides of the hole should be rough and jagged, never slick or glazed.

H. Irrigation on 1 set: Set the hose with water. If the water never does not percolate within 24 hours, the hole needs to drain to another location or have drainage added. Install a PVC shield pipe over hose planting dished as approved by the Landscape Architect.

I. Backfill only with fill parts consisting soil as specify loam and 1 part bed preparation. When the hole is (6") in depth back, replace from the same area should not be used. Carefully settle by watering to prevent air pockets. Remove the burlap from the top 1/3 of the ball, as well as all nylon, plastic string and wire mesh. Container trees will usually be pot bound. If so follow standard nursery practice of root ensuing

J. Do not wrap trees.

K. Do not over prune.

L. Mulch the top of the ball. Do not plant grass at the soil to the trunk of the tree. Leave the soil above the top of the ball one inch with at least two (2") inches of specified mulch

M. All plant beds and trees to be in mulched with a maximum settled thickness of two (2") inches over the entire bed or pit.

N. Obstructions: Upon finding obstructions within the planting pit, or underground conditions such as rock formations or other underground conditions not shown on the plans which may interfere with the planting operation, the Landscape Architect may relocate the plant. If none locations are found, the obstructions shall be removed to a depth of not less than three (3') feet below finish grade and not less than six (6") inches below the bottom of ball when plant is properly set at the required grade. The work of this section shall include the removal from the site of such rocks or other ground obstruction encountered at the cost of the Landscape Contractor

O. Trees and large shrubs shall be staked as site conditions require. Position stakes to secure tree against strongest prevailing winds.

P. Pruning and Mulching: Pruning shall be executed by the contractor and shall be pruned in accordance with standard horticultural practice following Tree Pruning, Class: pruning standards promoted by National Arborist Association

1. Dead wood in any form and broken limbs to ground (branches shall be removed). General tipping of the branches is not permitted. Do not cut stems or branches.
2. Pruning shall be done with clean, sharp tools.
3. Immediately after planting operations are completed, all tree pits shall be covered with a layer of organic material two (2") inches in depth. This limit of the organic material

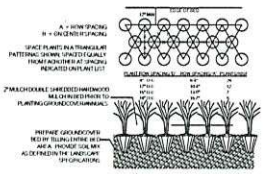
Q. Plant Guying Installation:

1. Guying shall be aligned as indicated on plans. Stake out limits of ideal running and obtain Owners approval prior to installation
2. All ideal guying shall be free of kinks and abrupt bends.
3. Top of guying when be 3/4 maximum height above grade
4. Hoses are to be installed on the planting tent side of the guying, as indicated by the plans side
5. Do not install steel edging along sidewalk
6. Cut steel edging at 45 degree angle where edging meets sidewalk

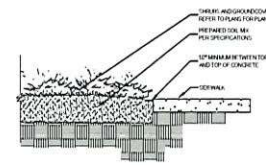
3.3 CLEANUP AND ACCEPTANCE

A. Cleanup: During the work, the premises shall be kept neat and orderly at all times. Refuse shall be removed from the premises after the work is complete. Keep paved areas clean by sweeping or hosing at end of each days work.

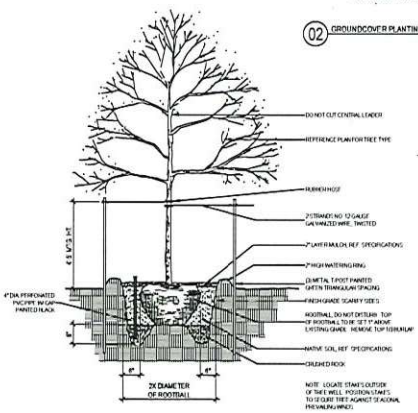
END OF SECTION



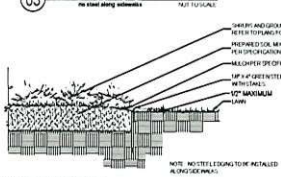
02 GROUNDCOVER PLANTING DETAIL NOT TO SCALE



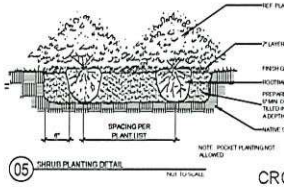
03 SIDEWALK / MULCH DETAIL no steel along sidewalks NOT TO SCALE



01 TREE PLANTING DETAIL NOT TO SCALE



04 STEEL EDGING DETAIL NOT TO SCALE



05 SHRUB PLANTING DETAIL NOT TO SCALE

smr
landscape architects, inc.
17304 Preston Road
Dallas, Texas 75252
Tel 214.871.0353
Fax 214.871.0545
Email smr@smr-la.com

REGISTERED LANDSCAPE ARCHITECT — BRENDA D. SMR — STATE OF TEXAS — 04.17.2023

LANDSCAPE DETAILS / SPECIFICATIONS

CROSSROADS–SPRINGHILL ADDITION

LOT 1, BLOCK 1
AN ADDITION TO THE CITY OF SHERMAN, GRAYSON COUNTY, TEXAS
AND BEING SITUATED IN THE
PRESTON KITCHEN SURVEY, ABSTRACT NO. 667
CITY OF SHERMAN, GRAYSON COUNTY, TEXAS

OWNER	DEVELOPER	ARCHITECT:	ENGINEERS:
Heritage Development Partners 4560 Beltline Road, Suite 400 Addison, Texas 75001 Attn: Jeff Harkinson	TEKMAK Development Company 3021 Ridge Road, Suite A-120 Rockwall, Texas 75032 Attn: Thomas Kirkland	Type Six Design & Development Services Old Main Place 920 S. Main Street, Suite 150 Grapevine, Texas 76051 Attn: James Lusty Email: James.lusty@type-six.com (972) 877-9075	BROCKETTE/DAVIS/DRAKE, INC. Civil & Structural Engineering Texas Registered Engineering Firm F-841 4144 North Central Expressway, Suite 1100 Dallas, Texas 75204 Attn: James A. Riley, P.E. Email: jriley@bddeng.com (214) 824-3647

SCALE: NONE APRIL 17, 2023

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4/27/2023

diagrone H:\PLANNING\Public Notification KT aprx

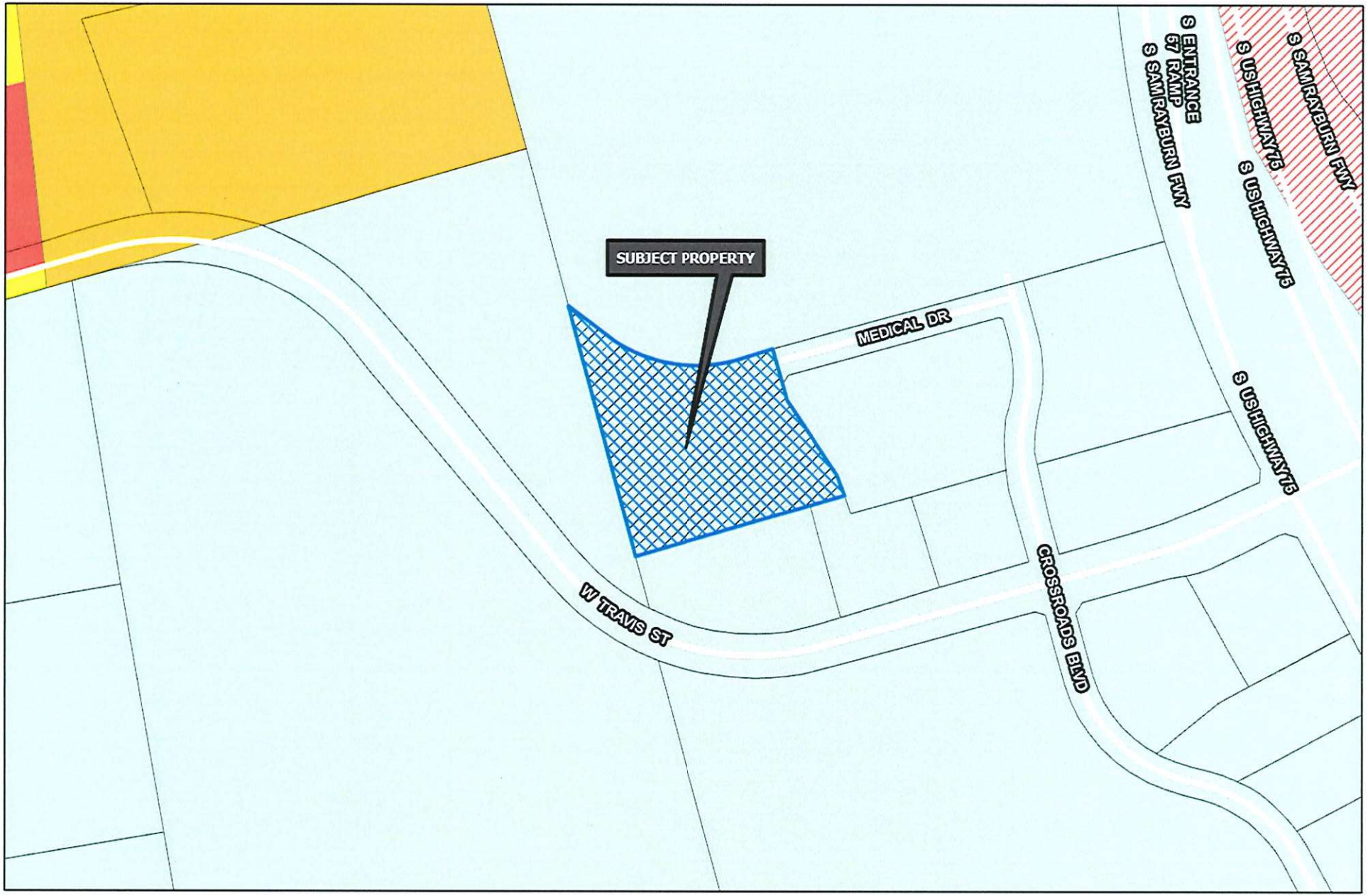
Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

CITY OF SHERMAN
LOCATION MAP
301 BLK W TRAVIS ST

N
W E
S

Date: 4/27/2023 11:48 AM



Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services Department

- R-A Residential Agricultural
- R-E Estate Residential
- R-12 Single Family Residential
- R-6 Single Family Residential
- R-5 Single Family Residential
- R-4 Patio Home Residential
- R-2F Duplex Residential
- R-TH Townhome Residential
- MF-15 Multi-Family Residential
- MF-30 Multi-Family Residential
- MH Manufactured Housing
- C-N Neighborhood Commercial
- C-O Office
- C-1 Retail Business
- C-2 General Commercial
- M-1 Light Manufacturing
- M-1.5 Medium Manufacturing
- M-2 Heavy Manufacturing
- PD Planned Development
- Subject Locations

Road Names All

CITY OF SHERMAN
ZONING MAP
301 BLK W TRAVIS ST

N
W E
S

Date: 5/6/2023 9:50 AM

Marlow, Lauren

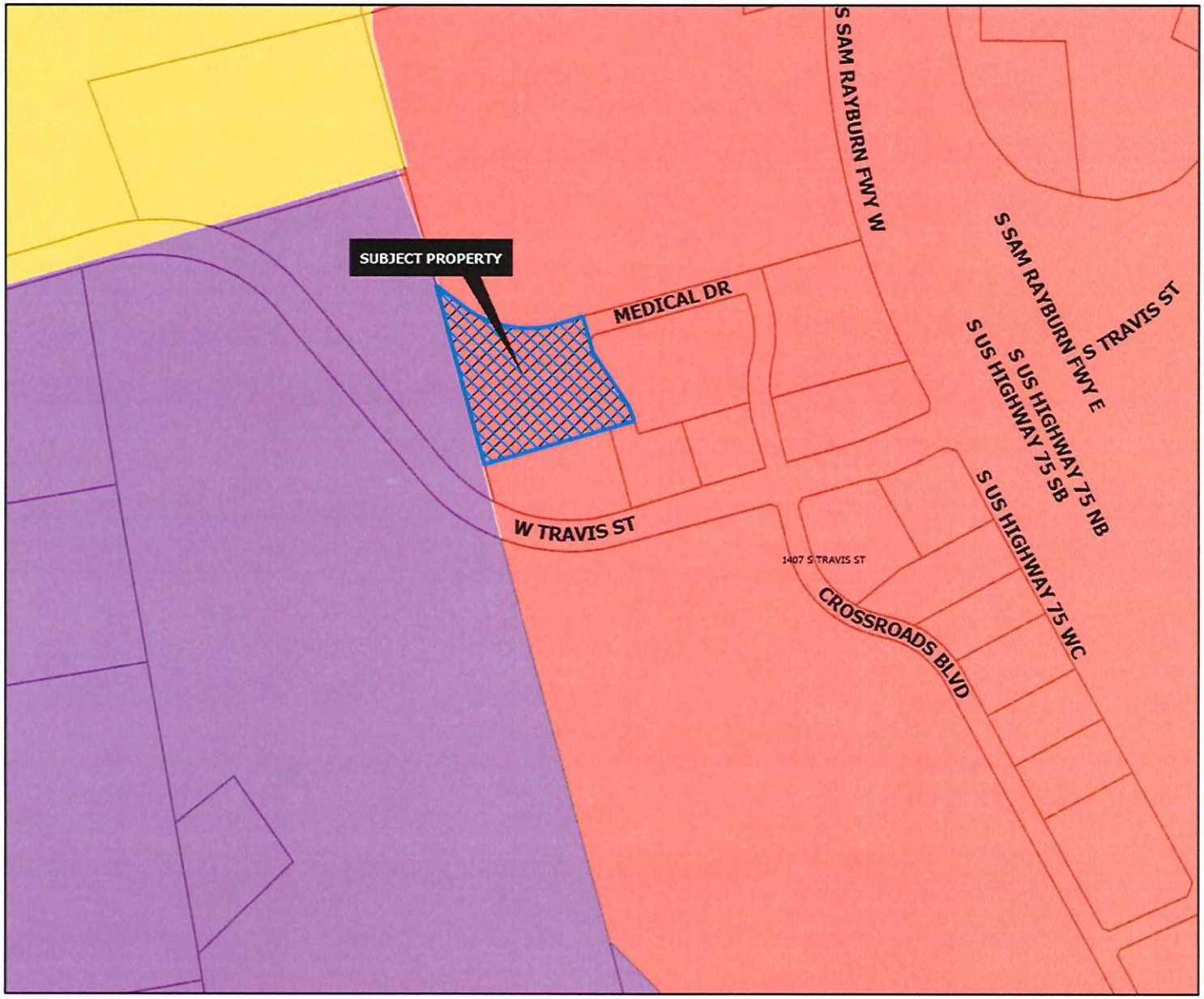
From: Planning
To: Planning
Subject: RE: Springhill suite

From: Jim Riley
Sent: Monday, May 1, 2023 1:15 PM
To: Turner, Kerri
Subject: Springhill suite

EXTERNAL EMAIL: -- Avoid clicking on links or files -- Be safe!

Zoning sign installed

Sent from my iPhoneus



REGIONAL COMMERCIAL

Intent & Character

The Regional Commercial category is intended to promote large-scale commercial development along US-75, while promoting community character through design. US-75 serves as the major gateway to and through the community; therefore, aesthetics and design should be promoted in this corridor. This category should allow large-scale commercial uses that serve the region and the community alike. A mix of uses and inter-connectivity between parcels should be encouraged.

Appropriate Land Use Types

- Retail and Restaurants
- Multi-Family Living
- Office Complex
- Medical
- Mixed Use
- Indoor Entertainment

Compatible Zoning Districts

- Retail Business
- General Commercial
- Office
- Multi-Family Residential (MF-15 and MF-30)
- Planned Development (for larger tracts)

Considerations

- Site design considerations should be given to parking, landscaping, and building articulation.
- Where possible, parking should be screened from view or well-landscaped with native, drought-tolerant plants.
- All buildings facades fronting a public street or within significant public view should have aesthetically-pleasing horizontal and vertical articulation.
- Signage should be multi-tenant, where possible, and should match the character of the primary structure.
- High density residential should be included in mixed use developments.
- High density residential is appropriate behind commercial areas, with inter-connectivity.
- If high density is stand alone, the surrounding uses and connectivity should be considered to avoid an "island."

Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services Department

- Agriculture/Rural
- Airport
- City Parkland
- Community Commercial
- Core Neighborhood
- Downtown
- Regional Commercial
- Suburban Neighborhood
- Technology Hub
- Subject Locations

N
W E
S

CITY OF SHERMAN
FUTURE LAND USE MAP
301 BLK W TRAVIS ST

Date: 5/6/2023 9:55 AM

April 17, 2023

Mr. Rob Rae
City of Sherman
220 W. Mulberry
Sherman, TX 75090

Re: Project Narrative
SUP – Springhill Suites Hotel
Sherman, Texas
BDD Project No. C23002

Dear Mr. Rae:

Brockette/Davis/Drake, Inc. is submitting the SUP for a hotel on behalf of the developer. The project will consist of the following:

- Blayloc Overlay District
- 5-Story, 80,650-SF Building
- 125 Rooms
- Restaurant, Community Center
- Extension of Medical Drive

A predevelopment meeting was held on March 16, 2023, with city staff. If you have any questions or need additional information, please contact me at (214) 824-3647 or jriley@bddeng.com.

Sincerely,

BROCKETTE/DAVIS/DRAKE, INC.
Texas Registered Engineering Firm F-841

James A. Riley, P.E.
Project Manager

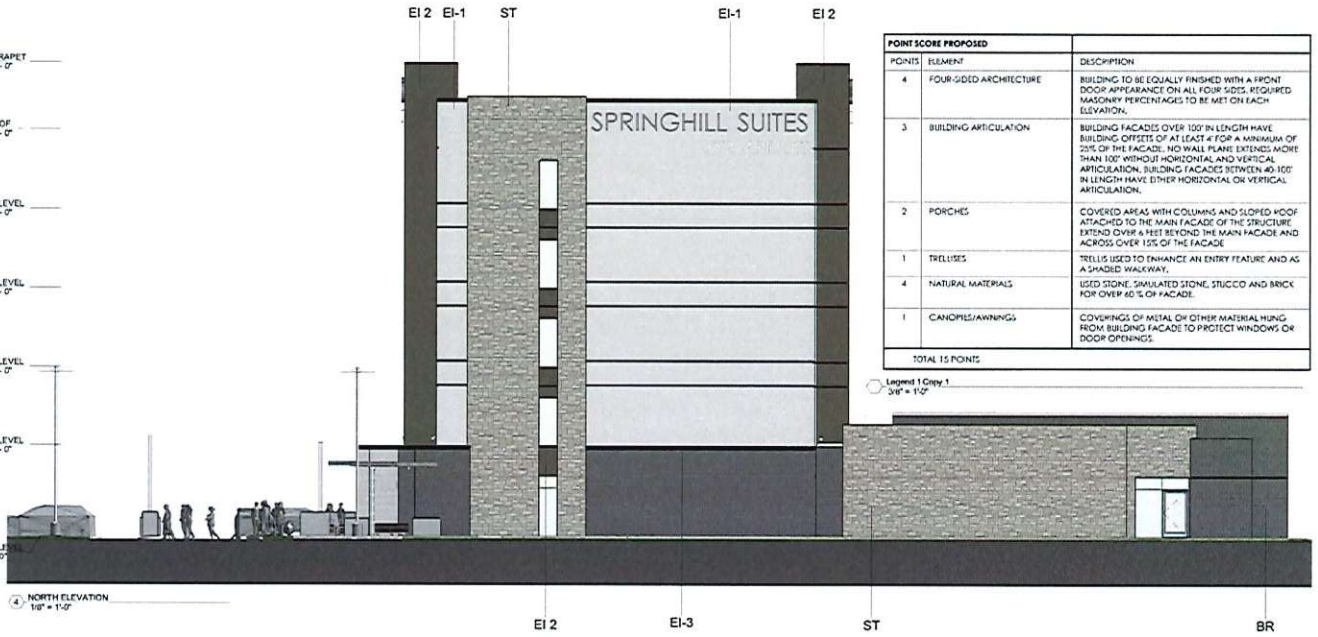
JAR/dh

brockettedavisdrake, inc. • Dallas / Austin • Structural & Civil Engineering
4144 N. Central Expressway, Suite 1100, Dallas, Texas 75204
phone 214.824.3647 • fax 214.824.3373 • www.bddeng.com
E:\2023-04-17 SUP Letter to R Rae at Sherman - jar.doc

1 WEST ELEVATION
1/8" = 1'-0"

ELEVATION GENERAL NOTES

1. CONTRACTOR TO VERIFY IN FIELD ALL DIMENSIONS AND ALL EXISTING CONDITIONS IN FIELD AND REPORT ANY DISCREPANCIES TO ARCHITECT PRIOR TO COMMENCEMENT OF CONSTRUCTION ACTIVITIES.
2. CONTRACTOR TO COORDINATE NEW CONSTRUCTION WITH ALL EXISTING CONDITIONS.
3. CONTRACTOR TO COORDINATE EXISTING/ NEW MECH UNITS AT THE WINDOW TYP WHERE APPLICABLE
4. WHERE EXISTING, CONTRACTOR TO COORDINATE AND REPLACE LOUVER AT THE WINDOW, TYP



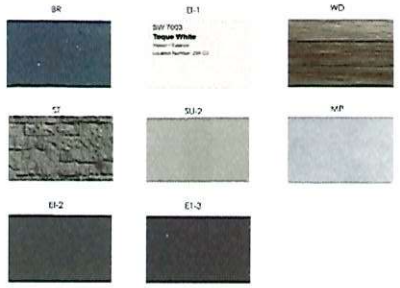
4 NORTH ELEVATION
1/8" = 1'-0"

POINT SCORE PROPOSED		
POINTS	ELEMENT	DESCRIPTION
4	FOUR-SIDED ARCHITECTURE	BUILDING TO BE EQUALLY FINISHED WITH A FRONT DOOR APPEARANCE ON ALL FOUR SIDES. REQUIRED MASONRY PERCENTAGES TO BE MET ON EACH ELEVATION.
3	BUILDING ARTICULATION	BUILDING FACADES OVER 100' IN LENGTH HAVE BUILDING OFFSETS OF AT LEAST 4' FOR A MINIMUM OF 25% OF THE FACADE. NO WALL PLANE EXTENDS MORE THAN 100' WITHOUT HORIZONTAL AND VERTICAL ARTICULATION. BUILDING FACADES BETWEEN 40-100' IN LENGTH HAVE EITHER HORIZONTAL OR VERTICAL ARTICULATION.
2	PORCHES	COVERED AREAS WITH COLUMNS AND SLOPED ROOF ATTACHED TO THE MAIN FACADE OF THE STRUCTURE EXTEND OVER 6 FEET BEYOND THE MAIN FACADE AND ACROSS OVER 15% OF THE FACADE
1	TRELLISES	TRELLIS USED TO ENHANCE AN ENTRY FEATURE AND AS A SHADED WALKWAY.
4	NATURAL MATERIALS	USED STONE, SIMULATED STONE, STUCCO AND BRICK FOR OVER 60 % OF FACADE.
1	CANOPIES/AWNINGS	COVERINGS OF METAL OR OTHER MATERIAL HUNG FROM BUILDING FACADE TO PROTECT WINDOWS OR DOOR OPENINGS.
	TOTAL 15 POINTS	

Legend 1 Copy 1
3/8" = 1'-0"

EXTERIOR ELEVATION MATERIAL LEGEND	
BR	COMMON BRICK - BLACKSON KBT MAGNANESE KING VELOUR
EI-1	EIFS - SW 6252 - ICE CUBE
EI-2	EIFS - SW 7069 - IRON ORE
ST	EL DORADO WHITECAP STONE - LEDGE CUT33
WD	WOOD LOOK PANEL - NICHIHA - "VINATAGWOOD - SPRUCE"
MP	NICHIHA METAL PANEL
GL	EXTERIOR WINDOWS: STOREFRONT WINDOW SYSTEM
EI-3	EXTERIOR WINDOWS: STOREFRONT WINDOW SYSTEM

ADDITIONAL NOTES:
- ALL SIGNAGE UNDER SEPARATE PERMIT.
- KING SIZE, FACE BRICK, WITH 3/8" CONCAVE GROUT JOINT- MORTAR TO BE MATCHED TO GROUT
- CONTRACTOR TO ENSURE NICHIHA PANELS ARE INSTALLED IN ACCORDANCE WITH MANUFACTURERS RECOMMENDATION.



Legend 1
3/8" = 1'-0"

TYPE-SIX

TYPE-SIX DESIGN AND DEVELOPMENT SERVICES
300 E. ABRAM ST. # 360
ARLINGTON, TX 76010

SPRINGHILL SUITES
TEKMAK DEVELOPMENT
SHERMAN, TEXAS

PROJECT # 23005

ARCHITECT
D. HAYES HINKLE

ISSUE DATE
04.12.2023

ISSUED FOR
SUP SUBMITTAL

#	Revision	Date

SHEET NAME
BUILDING ELEVATIONS

SHEET NUMBER
A4.00

THIS DOCUMENT IS INCOMPLETE AND MAY NOT BE USED FOR REGULATORY APPROVAL, PERMIT, OR CONSTRUCTION

D. HAYES HINKLE - 26007

1 EAST ELEVATION
1/8" = 1'-0"

POINT SCORE PROPOSED		
POINTS	ELEMENT	DESCRIPTION
4	FOUR-SIDED ARCHITECTURE	BUILDING TO BE EQUALLY FINISHED WITH A FRONT DOOR APPEARANCE ON ALL FOUR SIDES. REQUIRED MASONRY PERCENTAGES TO BE MET ON EACH ELEVATION.
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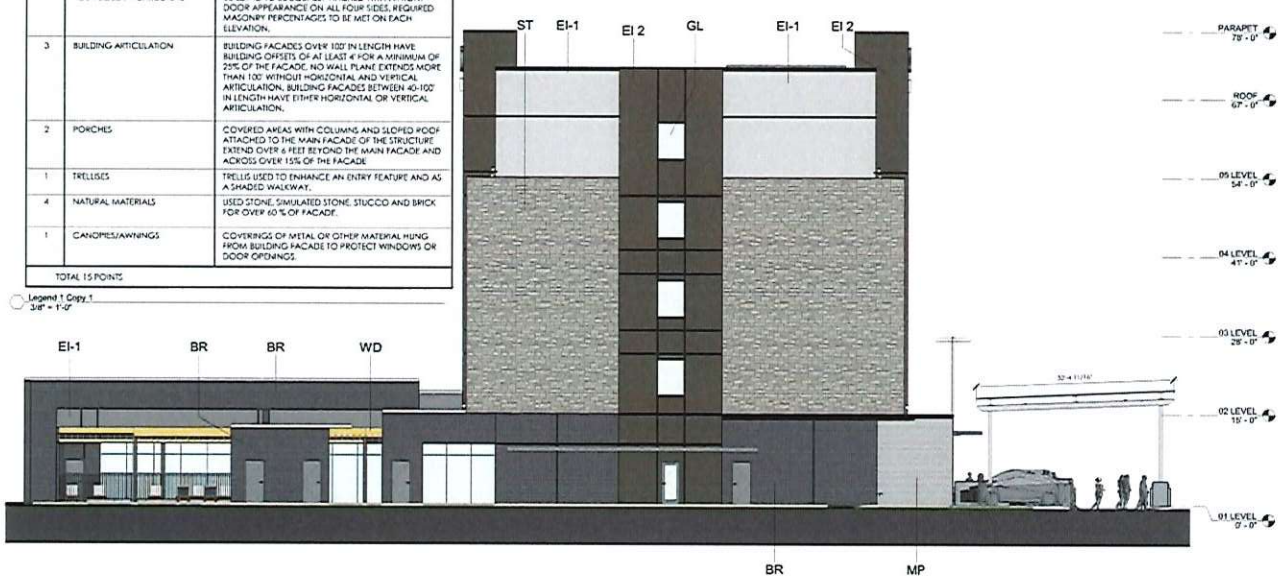
4	NATURAL MATERIALS	USED STONE, SIMULATED STONE, STUCCO AND BRICK FOR OVER 60 % OF FACADE.
1	CANOPIES/AWNINGS	COVERINGS OF METAL OR OTHER MATERIAL HUNG FROM BUILDING FACADE TO PROTECT WINDOWS OR DOOR OPENINGS.
TOTAL 15 POINTS		

Legend 1 Copy 1
3/8" = 1'-0"



2 SOUTH ELEVATION
1/8" = 1'-0"

EXTERIOR ELEVATION MATERIAL LEGEND	
BR	COMMON BRICK - BLACKSON KB1 MAGNANESE KING VELOUR
EI-1	EIFS - SW 6252 - ICE CUBE
EI-2	EIFS - SW 7069 - IRON ORE
ST	EL DORADO WHITECAP STONE - LEDGE CUT33
WD	WOOD LOOK PANEL - NICHIHA - "VINATGEWOOD - SPRUCE"
MP	NICHIHA METAL PANEL
GL	EXTERIOR WINDOWS: STOREFRONT WINDOW SYSTEM
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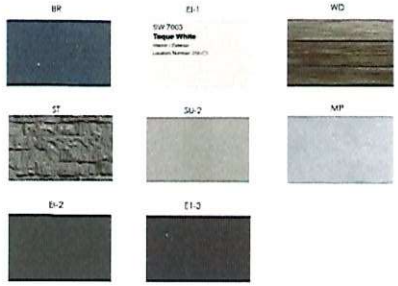


Legend 1
3/8" = 1'-0"

TYPE-SIX
TYPE-SIX DESIGN AND DEVELOPMENT SERVICES
300 E. ABRAM ST., #130
ARLINGTON, TX 76010

SPRINGHILL SUITES
TEKMAK DEVELOPMENT
SHERMAN, TEXAS

PROJECT # 23005

ARCHITECT
D. HAYES HINKLE

ISSUE DATE
04.12.2023

ISSUED FOR
SUP SUBMITTAL

#	Revision	Date

SHEET NAME
BUILDING ELEVATIONS

SHEET NUMBER
A4.01

THIS DOCUMENT IS INCOMPLETE AND MAY NOT BE USED FOR REGULATORY APPROVAL, PERMIT, OR CONSTRUCTION.
D. HAYES HINKLE - 26007

SPRINGHILL SUITES
BY MARRIOTT

SPRINGHILL SUITES
BY MARRIOTT

SPRINGHILL SUITES
BY MARRIOTT

SPRINGHILL SUITES
BY MARRIOTT

SPRINGHILL SUITES
BY MARRIOTT
SPRINGHILL SUITES
BY MARRIOTT

Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services

STAFF REVIEW LETTER

May 9, 2023

Jeff Harkinson
2600 N. US Highway 75
Sherman, TX 75090

TEKMAK Development Co.
3021 Ridge Road, A-120
Rockwall, TX 75032

Type Six Design & Development Services
300 E. Abram St. #150
Arlington, TX 76010

Brockette/Davis/Drake, Inc.
Jim Riley
4144 N. Central Expy, Suite 1100
Dallas, TX 75204

Votex Surveying Company
10440 N. Central Expy, Suite 800
Dallas, TX 75231

SMR Landscape Architects, Inc.
1708 N. Griffin Street
Dallas, TX 75202

Dear Applicants,

The request of a Public Hearing and Zoning Text Amendment to add regulations to allow a hotel use with a Specific Use Permit in the Blalock Commercial Overlay District and a Public Hearing, Site Plan and Specific Use Permit under Section 14.06.009 to allow a Hotel or motel in the Blalock Industrial Park/Blalock Commercial Overlay District/Planned Development District located in the 301 Block West Travis Street has been scheduled to be heard by the Planning and Zoning Commission on Tuesday, May 16, 2023, at 5:00 P.M., in the City Council Chambers, City Hall at 220 W. Mulberry.

City staff has reviewed your request and the following items need to be noted/addressed:

Zoning:

1. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's Zoning Ordinance/Code of Ordinance Chapter 14.
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal (903.892.7267). *(Code of Ordinances Chapter 3.02(c))*
3. Fence Permits shall be permitted separately from the building permit and must adhere to the City's Zoning Ordinance/Code of Ordinance Chapter 14. *(Sec. 14.04.004 and 14.03.007)*
4. Sign Permits shall be permitted separately from the building permit and must adhere to the City's Zoning Ordinance/Code of Ordinance Chapter 14. *(Article 14.07 and 14.03.007)*
5. Impact fees will be required at the time of building permit application. *(Chapter 13, Article. 13.11)*
6. A Specific Use Permit is an amendment to the district regulations of the Zoning Ordinance that permits the establishment of a specific use within a zoning district in which such specific use may be established unless such use of land or structure is discontinued or abandoned for a period of thirty (30) consecutive days in which event such Specific Use Permit shall be void and such use may not thereafter be resumed unless a new Specific Use Permit is granted in accordance with this section. *(Chapter 14, Sec. 14.06.009 (a)(1)(C))*
7. The approval of a Site Plan shall be effective for a period of two (2) years from the date of approval, at the end of which time the Site Plan shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Site Plan was approved.
8. Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

Engineering

9. Platting of the property is required. Code of Ordinances Chapter 10, Section 10.02.021; Texas Local Government Code Title 1, Sec. 212.004

10. Drive approaches and sidewalks must conform to City of Sherman standards and a permit with drawing showing dimensions is required from City of Sherman Engineering Department for review and approval prior to any work being done within public right of way. Code of Ordinances Chapter 3, Division 5, Sec. 3.10.154
11. Water Easements by plat to be relocated per civil plan review.
12. 15' Sanitary Sewer Easement to be renamed 15' Wastewater Easement and may require relocation and resizing upon civil review.
13. Medical Drive to be extended in accordance with City criteria to serve proposed Lot. Code of Ordinances Chapter 13, Sec. 13.07.282; Chapter 10, Exhibit A, Sec. 12(B)
14. Water main must be extended in accordance with City criteria to serve proposed Lot. Code of Ordinances Chapter 13, Sec. 13.07.282; Chapter 10, Exhibit A, Sec. 12(G)
15. Wastewater main must be extended in accordance with City criteria to serve proposed Lot. Wastewater capacity shall be verified for proposed use. Code of Ordinances Chapter 13, Sec. 13.07.282; Chapter 10, Exhibit A, Sec. 12(H)
16. Internal water and wastewater lines will be privately owned and maintained.
17. Maintenance of Detention area is the responsibility of the Homeowner's Association or Property Owner's Association. In the event the Association is no longer active, the maintenance is the responsibility of the property owner(s) directly adjacent to said detention area.
18. Civil Engineering plans shall be provided to the Engineering Department for review and approval. Plat to reflect changes upon Engineering review. Code of Ordinances Chapter 10, Exhibit A, Sec. 12, Code of Ordinances Chapter 10, Exhibit A, Sec. 15.
19. Verify fire requirements and code compliance with Fire Marshal. Code of Ordinances Chapter 3.02.002(c)
20. The location of the trash receptors must be approved by the Public Works Department.

It is the policy of the Planning and Zoning Commission and Board of Adjustment not to consider a request unless the applicant or representative attends the meeting at which the request is considered. You are hereby notified to present your case on the date and time stated above.

If additional information or clarification is needed, contact Development Services by emailing planning@cityofsherman.com.

Respectfully,

Rob Rae
Acting Secretary, Planning and Zoning Commission and Board of Adjustment

CC: Robby Hefton, City Manager
Clint Philpott, Asst. City Manager
Wayne Lee, P.E., Director of Engineering
Tom Pruitt, Utility Engineer
Dillon Stewart, Fire Chief
Amber Doan, Engineering Coordinator
Christopher Armstrong, Asst. City Engineer
The Law Firm of Abernathy, Roeder, Boyd, & Hullett, P.C., City Attorney

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. E.2.

Meeting Date: 1/21/2025

Prepared By: Rob Rae, Developmental Services Director

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6801

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, And Granting A Specific Use Permit To Allow a Hotel or Motel in a C-1 (Retail Business) District/75&82 Overlay District, Located in the 500 Block East Lamberth Road, Consisting of 2.233 acres being in the J.B. McAnair Survey, Abstract No. 763, City Of Sherman, Grayson County, Texas Sherman Development Limited Partnership No. 3, LP (Owner), Steve Meier (Representative) and Vasquez Engineering, LLC (Surveyor) Prescribing Conditions To The Specific Use Permit; Providing A Penalty Not To Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

Issue:

Consideration of a Specific Use Permit for 2.233 acres of land located in the 500 Block East Lamberth Road to Allow a Hotel or motel in a C-1 (Retail Business) District/75&82 Overlay District.

Background:

The property is located in the 500 Block East Lamberth Road at the corner of Masters Street and Lamberth Road. The owner is requesting a Specific Use Permit to allow a Hotel or motel in a C-1 (Retail Business) District/75&82 Overlay District.

The following has been approved for this location:

- 12/17/2024 - Public Hearing and Variance under Section 14.02.016 to allow a 0.57 Floor Area Ratio in lieu of the allowed 0.50 for the Floor Area Ratio.

Origination:

Sherman Development Limited Partnership No. 3, LP (Owner), Steve Meier (Representative) and Vasquez Engineering, LLC (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the December 17, 2024 regular meeting, the Planning and Zoning Commission voted 7/0 to recommend to City Council that the Specific Use Permit be approved subject to the Staff Review Letter. **The proposed use is compatible with the City of Sherman Comprehensive Plan. Staff recommends that Council approve this item.**

Alternatives:
The City Council could deny the request.

Attachments:
1. Ordinance No. 6801
2. Exhibit A - Survey (Lot)
3. Exhibit B - Site Plan
4. Exhibit C - Landscape Plan
5. Exhibit D - Building Elevations
6. Location Map
7. Zoning Map
8. Future Landuse Map
9. Property Notification Signs

ORDINANCE NO. 6801

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, AND GRANTING A SPECIFIC USE PERMIT TO ALLOW A HOTEL OR MOTEL IN A C-1 (RETAIL BUSINESS) DISTRICT/75&82 OVERLAY DISTRICT, LOCATED IN THE 500 BLOCK EAST LAMBERTH ROAD, CONSISTING OF 2.233 ACRES BEING IN THE J.B. MCANAIR SURVEY, ABSTRACT NO. 763, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS SHERMAN DEVELOPMENT LIMITED PARTNERSHIP NO. 3, LP (OWNER), STEVE MEIER (REPRESENTATIVE) AND VASQUEZ ENGINEERING, LLC (SURVEYOR) PRESCRIBING CONDITIONS TO THE SPECIFIC USE PERMIT; PROVIDING A PENALTY NOT TO EXCEED $2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW

WHEREAS, the City Planning and Zoning Commission and the City Council, in accordance with the state law and the ordinances of the City of Sherman, have given the required notices and have held the required public hearings regarding this Specific Use Permit; and

WHEREAS, the City Council finds that this use will complement or be compatible with the surrounding uses and community facilities; contribute to, enhance, or promote the welfare of the area of request and adjacent properties; not be detrimental to the public health, safety, or general welfare; and conform in all other respects to all applicable zoning regulations and standards; and

WHEREAS, the City Council finds that it is in the public interest to grant this Specific Use Permit, subject to certain conditions.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS:

SECTION 1. That, from and after the effective date of this Ordinance, the property located in the 500 Block East Lamberth Road, City of Sherman, Grayson County, Texas is/are granted a Specific Use Permit to a Hotel or motel, subject to the conditions described in this Ordinance and that Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14 is hereby amended so as to hereafter include property on **Exhibit A – Survey**.

SECTION 2. That this Specific Use Permit is granted on the following conditions:

Zoning:

1. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's Zoning Ordinance/Code of Ordinance Chapter 14.
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal. *(Code of Ordinances Chapter 3.02(c))*
3. Fence Permits shall be permitted separately from the building permit and must adhere to the City's Zoning Ordinance/Code of Ordinance Chapter 14. *(Sec. 14.04.004)*
4. Sign Permits shall be permitted separately from the building permit and must adhere to the City ordinance.
5. Impact fees will be required at the time of building permit application. *(Chapter 13, Article. 13.11)*
6. Permanent residents are not permitted. Any hotel guest shall not stay longer than 30 days.
7. The property must be properly maintained in a state of good repair and neat appearance.
8. The use of the property must comply with all Federal and State Laws and Regulations and with all the Ordinances, Rules and Regulations of the City of Sherman.
9. The granting of the Specific Use Permit has no effect on the uses permitted as of right and does not waive the regulations of the underlying zoning district.
10. A Specific Use Permit is an amendment to the district regulations of the Zoning Ordinance that permits the establishment of a specific use within a zoning district in which such specific use may be established unless such use of land or structure is discontinued or abandoned for a period of thirty (30) consecutive days in which event such Specific Use Permit shall be void and such use may not thereafter be resumed unless a new Specific Use Permit is granted in accordance with this section. *(Chapter 14, Sec. 14.06.009(a)(1)(C))*
11. The approval of a Site Plan shall be effective for a period of two (2) years from the date of approval, at the end of which time the Site Plan shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Site Plan was approved.
12. Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

Engineering:

13. Replatting of the property is required. *Code of Ordinances Chapter10.01.005; Texas Local Government Code Title 1, Sec. 212.004*
14. Wastewater main shall be extended in accordance with City criteria to serve proposed Lot 3 of proposed ESA Sherman Addition. Wastewater capacity shall be verified for proposed use. *Code of Ordinances Chapter 13, Sec. 13.07.282; Chapter 10.03.005*
15. Widening or improvement of Masters Street by developer may be required upon development. *Code of Ordinances Chapter 10.03.003*
16. Drive approaches and sidewalks shall conform to City of Sherman standards and a permit with drawing showing dimensions is required from City of Sherman Engineering Department for review and approval prior to any work being done within public right of way. *Code of Ordinances Chapter 3, Division 5, Sec. 3.10.154; 10.03.003(h)*
17. Privately owned and maintained detention in accordance with City criteria may be required. Engineering documentation shall be provided to the City of Sherman Engineering

Department for review and approval. If detention is required, Ownership and Maintenance information to be shown on plat. *Code of Ordinances Chapter 10.03.006; Engineering Design Standards Manual Sec. 4.18*

18. Civil Engineering plans shall be provided to the Engineering Department for review and approval. Plat to reflect changes upon Engineering review. Civil Plan submittal requirements can be found in the Development Guide on the City of Sherman website. *Code of Ordinances Chapter 10.04; Engineering Design Standards Manual Sec. 1.9*

Fire Services:

The following shall be corrected prior to approval of a site plan by the Fire Marshal's Office.

*Not provided on site plan

19. [ ] 507.5.1 - Where a portion of the facility or building hereafter constructed or moved into or within the jurisdiction is more than 600' from a hydrant on a fire apparatus access road, as measured by an approved route around the exterior of the facility or building, on-site fire hydrants and mains shall be provided where required by the fire code official. *Not provided on site plan
20. [ ] 903.3.7 Amended - Fire department connections for automatic sprinkler systems shall be installed in accordance with Section 912. Fire department connections shall be located not more than 100 ft (30.5 m) from the nearest fire hydrant connected to an approved water supply. Fire department connections shall be a 2.5-inch threaded fitting design. Fire department connections shall be equipped with locking Knox caps that operate with the Authority Having Jurisdiction's Knox key. *(Located In City Ordinances Amendments)* *Not provided on site plan
21. [ ] 914.3.1.1.1.1 Amended - Exterior access door directly into the sprinkler control room is required. *(Located In City Ordinances Amendments*

The following are informational items only that may be applicable during construction but should not hold up approval of a site plan for zoning by the Fire Marshal's Office.

22. [ ] 506.1 Amended - Any new and existing buildings that have a fire sprinkler riser, standpipe system and/or a fire alarm control panel shall have a Knox key box that contains keys or a keycard to gain access to every door leading from the exterior of the building to the fire sprinkler riser, standpipe system and/or the fire alarm control panel. *(Located In City Ordinances Amendments)*

Additional Conditions:

23. The property shall be developed and used in accordance with all City Ordinances and the Site Plan shown in **Exhibit B.**
24. The property shall be developed and used in accordance with the Landscape Plan shown in **Exhibit C.**
25. The property shall be developed and used in accordance with the Building Elevations shown in **Exhibit D.**

SECTION 3. That this Ordinance shall be entered upon the official zoning map as provided in Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14, Section 14.01.002.

SECTION 4. That after holding a properly noticed public hearing, the City Council may amend, change, or rescind the Specific Use Permit if any of the conditions set forth in Zoning Ordinance/Code of Ordinances Chapter 14, Section 14.06.009(1)(g), apply or exist.

SECTION 5. That the Specific Use Permit shall be effective from and after the effective date of this Ordinance. Upon termination of the Specific Use Permit, the property shall cease to be used as provided herein unless another Specific Use Permit or appropriate zoning has been obtained.

SECTION 6. That it shall be unlawful for any person to make use of the property in some manner other than as authorized by this Ordinance, and it shall be unlawful for any person to construct on the property any building that is not in conformity with the permissible uses under this Ordinance. Any person violating any provision of this Ordinance or the Zoning Ordinance, as they exist or may be amended, shall be deemed guilty of a misdemeanor, and on conviction thereof, shall be fined in an amount not exceeding TWO THOUSAND AND NO/100 DOLLARS ($2,000.00). A violation of any provision of this Ordinance shall constitute a separate violation for each calendar day in which it occurs. The penal provisions imposed under this Ordinance shall not preclude the City from filing suit to enjoin the violation. The City retains all legal rights and remedies available to it pursuant to local, state, and federal law.

SECTION 7. That the Zoning Ordinance shall remain in full force and effect, save and except as amended by this or any other ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict, but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 8. That in the event any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional and/or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, regardless of whether any one or more sections, subsections, sentences, clauses or phrases is declared unconstitutional and/or invalid.

SECTION 9. That it is hereby officially found and determined that the meetings at which this Ordinance was introduced and passed were open to the public and that public notice of the time, place and purpose of said meetings were given all as required by law.

SECTION 10. That this Ordinance shall become effective from and after its adoption and publication as required by law and the City Charter.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS.

INTRODUCED on this the 21st day of January 2025.

ADOPTED on this the 21st day of January 2025.

EFFECTIVE DATE on this the 21st day of January 2025.

CITY OF SHERMAN, TEXAS

BY: _____
SHAWN TEAMANN, MAYOR

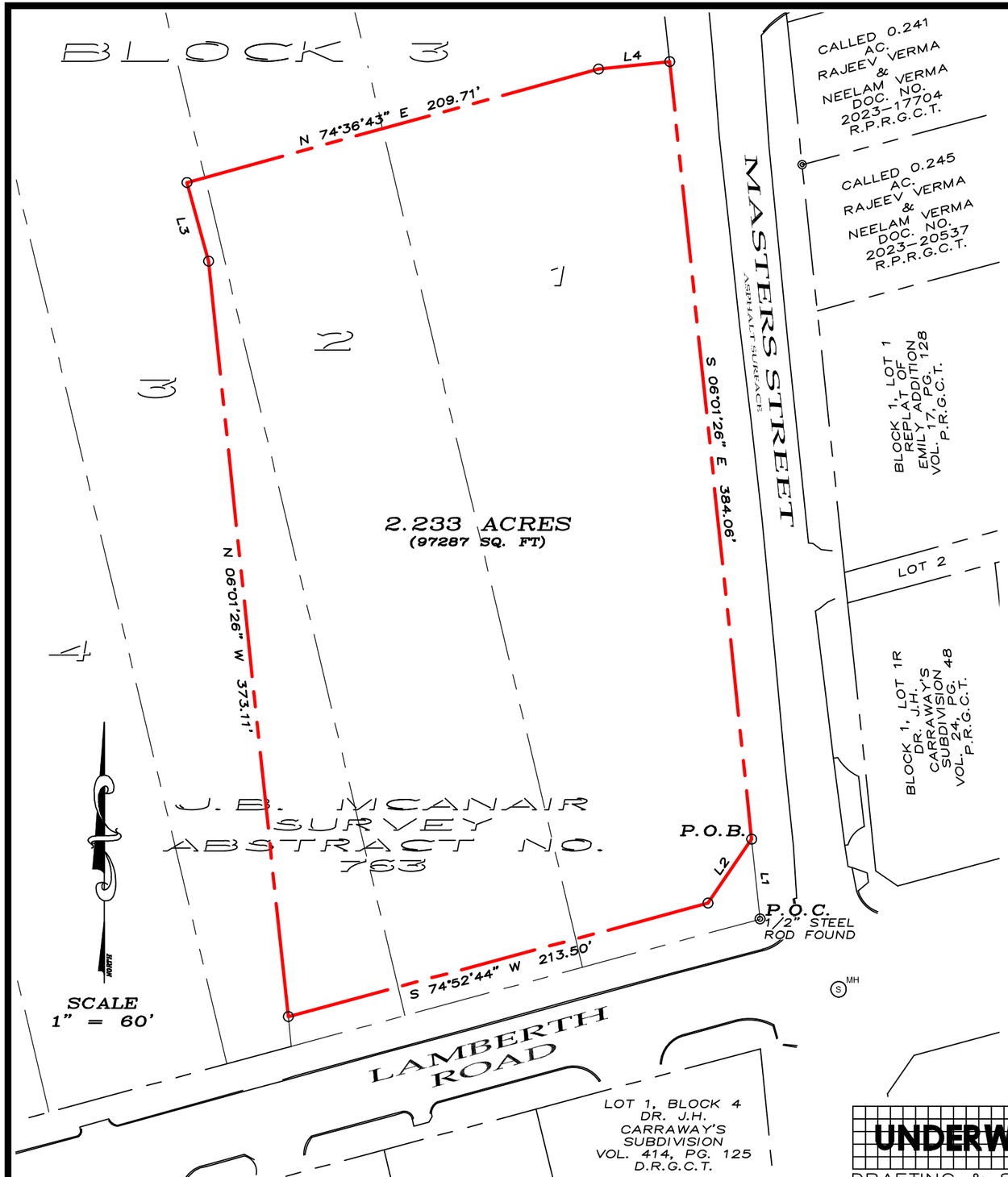
ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM:
THE LAW FIRM OF ABERNATHY,
ROEDER, BOYD & HULLETT, P.C.

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

EXHIBIT A



JOB NO. 24111268
DFT: EB

~ BASIS OF BEARINGS ~
GRID NORTH, NAD 83
TEXAS STATE PLANE COORDINATE SYSTEM
NORTH CENTRAL ZONE

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LEGEND

P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
◎	1/2" STEEL ROD FOUND
○	POINT FOR CORNER
Ⓢ MH	SEWER MANHOLE
	BOUNDARY LINE
	PROPERTY LINE

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 06°01'26" W	39.44'
L2	S 34°25'39" W	38.05'
L3	N 15°23'17" W	40.07'
L4	N 83°58'34" E	35.10'

LEGAL DESCRIPTION FOR SPECIFIC USE PERMIT

Situated in the County of Grayson, State of Texas, being a part of the J.B. McAnair Survey, Abstract No. 763 and being a part of Lots 1, 2 and 3, Block 3, of the Dr. J. H. Carraway's Subdivision, an addition to Grayson County, Texas, as shown by plat of record in Volume 414, Page 125, Deed Records, Grayson County, Texas and being described by metes and bounds as follows:

Commencing at a 1/2" steel rod found for the southeast corner of said Lot 1;
Thence North 06°01'26" West, a distance of 39.44 feet to the True Point of Beginning;

Thence South 34°25'39" West, over and across said Lot 1, a distance of 38.05 feet to a point;

Thence South 74°52'44" West, continuing across said Lot 1, and over and across said Lot 2 and Lot 3, a distance of 213.50 feet to a point;

Thence North 06°01'26" West, continuing across said Lot 3, a distance of 373.11 feet to a point;

Thence North 15°23'17" West, continuing across said Lot 3, a distance of 40.07 feet to a point;

Thence North 74°36'43" East, continuing across said Lot 1 and Lot 2, a distance of 209.71 feet to a point;

Thence North 83°58'34" East, continuing across said Lot 1, a distance of 35.10 feet to a point on the easterly line of said Lot 1, said point also being in the westerly Right-of-Way line of Masters Street;

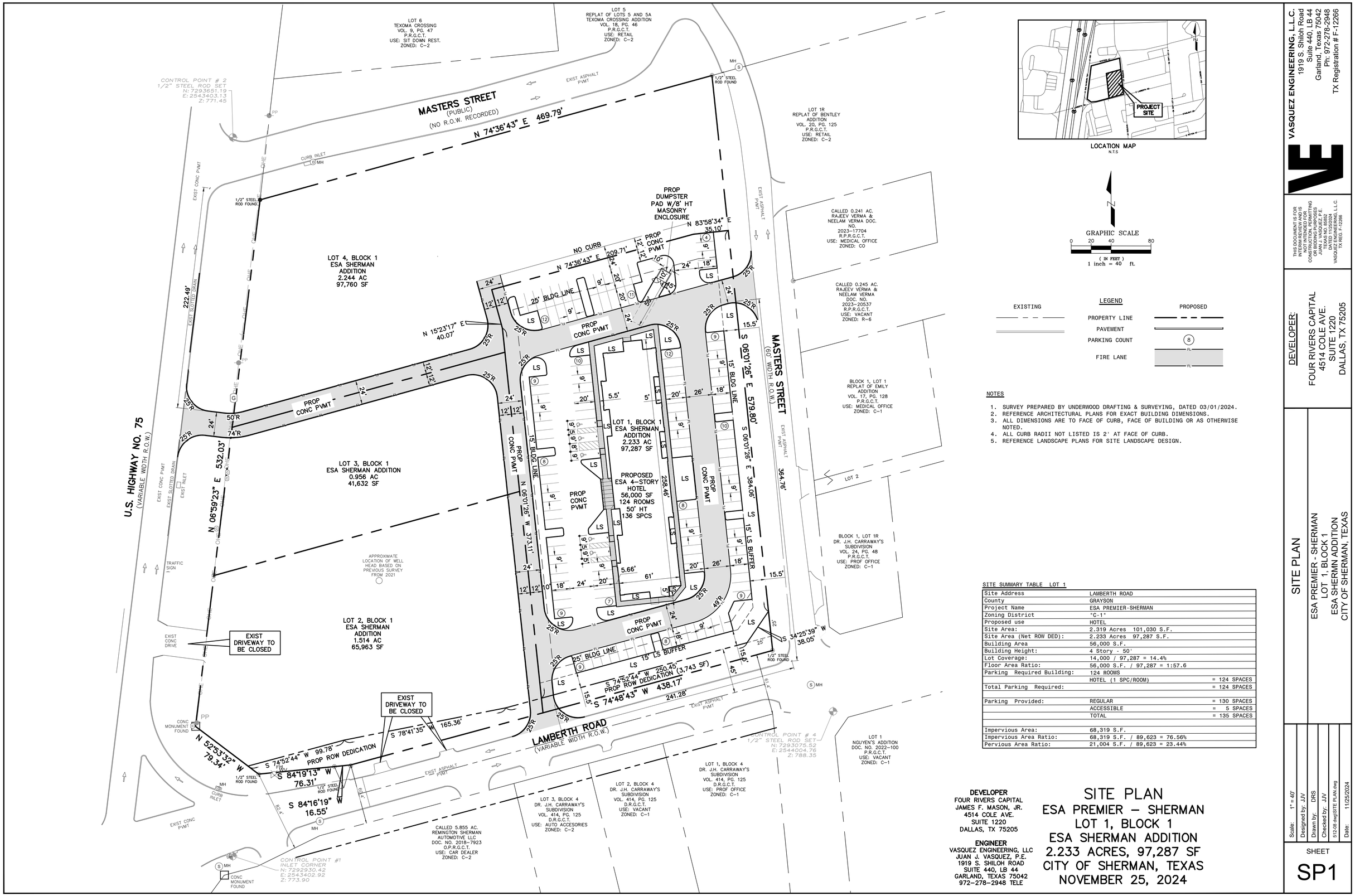
Thence South 06°01'26" East, with the easterly line of said Lot 1, and with the westerly Right-of-Way line of said Masters Street, a distance of 384.06 feet to the Point of Beginning and containing 2.233 acres of land, more or less.

STATE OF TEXAS
REGISTERED
DOUGLAS W. UNDERWOOD
4709
PROFESSIONAL
LAND SURVEYOR

UNDERWOOD
DRAFTING & SURVEYING
3404 INTERURBAN ROAD DENISON, TEXAS 75021 (903)465-2151

DATE OF SURVEY: 11/27/24

EXHIBIT B



LOCATION MAP
N.T.S

GRAPHIC SCALE
0 20 40 80
(IN FEET)
1 inch = 40 ft.

LEGEND

EXISTING		PROPOSED
	PROPERTY LINE	
	PAVEMENT	
	PARKING COUNT	(8)
	FIRE LANE	FL FL

NOTES

1. SURVEY PREPARED BY UNDERWOOD DRAFTING & SURVEYING, DATED 03/01/2024.
2. REFERENCE ARCHITECTURAL PLANS FOR EXACT BUILDING DIMENSIONS.
3. ALL DIMENSIONS ARE TO FACE OF CURB, FACE OF BUILDING OR AS OTHERWISE NOTED.
4. ALL CURB RADII NOT LISTED IS 2' AT FACE OF CURB.
5. REFERENCE LANDSCAPE PLANS FOR SITE LANDSCAPE DESIGN.

SITE SUMMARY TABLE LOT 1

Site Address	LAMBERTH ROAD	
County	GRAYSON	
Project Name	ESA PREMIER-SHERMAN	
Zoning District	"C-1"	
Proposed use	HOTEL	
Site Area:	2.319 Acres 101,030 S.F.	
Site Area (Net ROW DED):	2.233 Acres 97,287 S.F.	
Building Area	56,000 S.F.	
Building Height:	4 Story - 50'	
Lot Coverage:	14,000 / 97,287 = 14.4%	
Floor Area Ratio:	56,000 S.F. / 97,287 = 1:57.6	
Parking Required Building:	124 ROOMS	
	HOTEL (1 SPC/ROOM)	= 124 SPACES
Total Parking Required:		= 124 SPACES
Parking Provided:	REGULAR	= 130 SPACES
	ACCESSIBLE	= 5 SPACES
	TOTAL	= 135 SPACES
Impervious Area:	68,319 S.F.	
Impervious Area Ratio:	68,319 S.F. / 89,623 = 76.56%	
Pervious Area Ratio:	21,004 S.F. / 89,623 = 23.44%	

DEVELOPER
FOUR RIVERS CAPITAL
JAMES F. MASON, JR.
4514 COLE AVE.
SUITE 1220
DALLAS, TX 75205

ENGINEER
VASQUEZ ENGINEERING, LLC
JUAN J. VASQUEZ, P.E.
1919 S. SHILOH ROAD
SUITE 440, LB 44
GARLAND, TEXAS 75042
972-278-2948 TELE

SITE PLAN
ESA PREMIER – SHERMAN
LOT 1, BLOCK 1
ESA SHERMAN ADDITION
2.233 ACRES, 97,287 SF
CITY OF SHERMAN, TEXAS
NOVEMBER 25, 2024

VASQUEZ ENGINEERING, L.L.C.
1919 S. Shiloh Road
Suite 440, LB 44
Garland, Texas 75042
Ph: 972-278-2948
TX Registration # F-12266

THIS DOCUMENT IS FOR INTERIM REVIEW AND IS NOT INTENDED FOR CONSTRUCTION, PERMITTING OR BIDDING PURPOSES
JUAN J. VASQUEZ, P.E.
TEXAS LICENSE NO.
DATED 11/25/2024
VASQUEZ ENGINEERING, L.L.C.
TX REG. F-12266

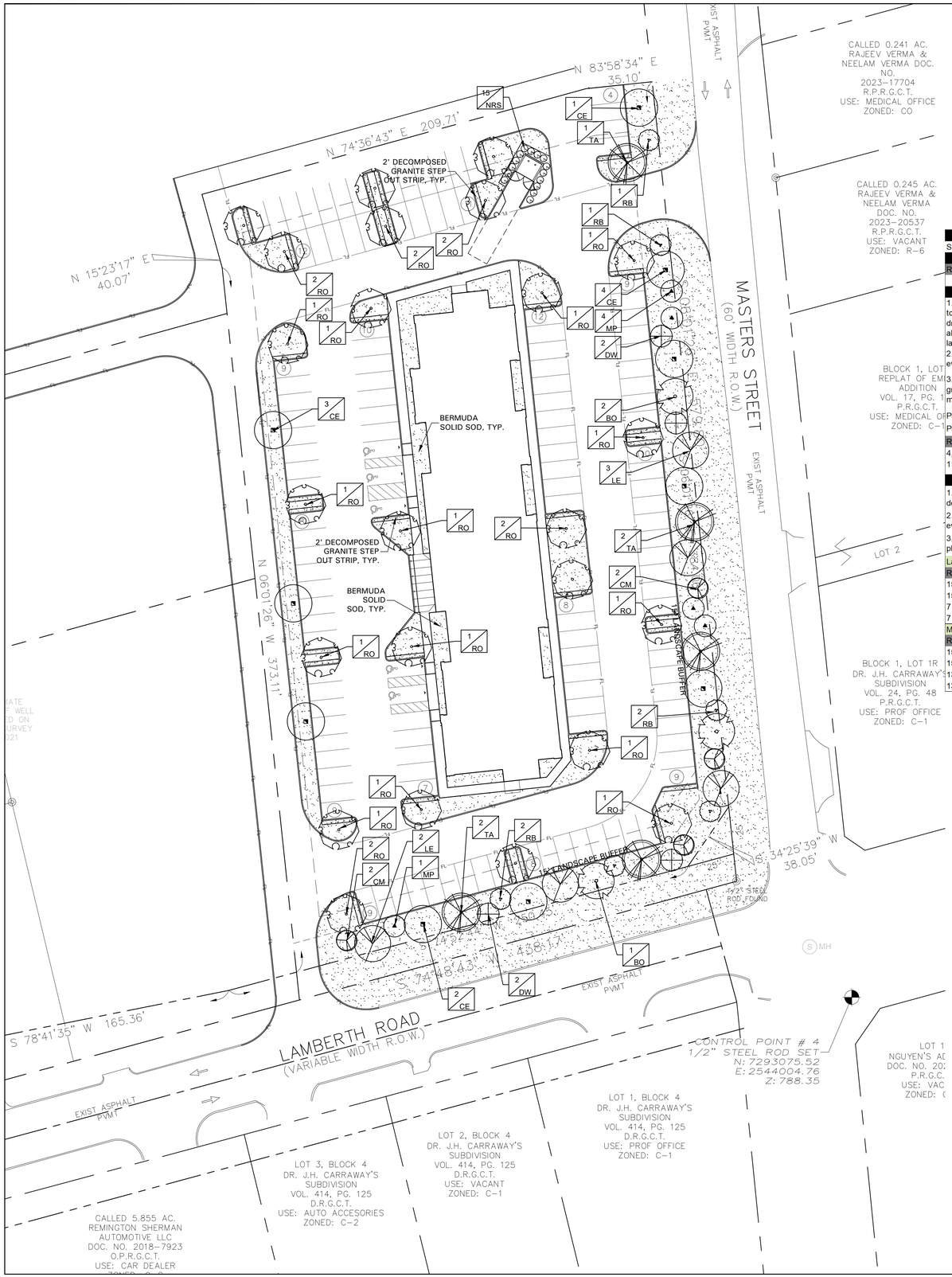
DEVELOPER:
FOUR RIVERS CAPITAL
4514 COLE AVE.
SUITE 1220
DALLAS, TX 75205

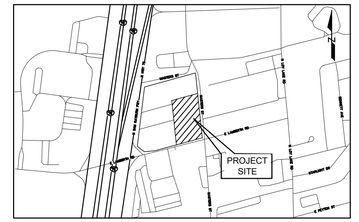
SITE PLAN
ESA PREMIER - SHERMAN
LOT 1, BLOCK 1
ESA SHERMN ADDITION
CITY OF SHERMAN, TEXAS

Scale: 1" = 40'
Designed by: JJV
Drawn by: DRS
Checked by: JJV
512-08 dwg\SITE PLAN.dwg
Date: 11/25/2024

SHEET
SP1

EXHIBIT C





LOCATION MAP
N.T.S

LANDSCAPE TABULATIONS for Sherman, TX

Site - 101,030 s.f.

SITE LANDSCAPE	
REQUIRED	PROVIDED
	21,004 s.f. (23.44%)

PARKING LOT LANDSCAPE

1. Parking lots shall have open landscaped areas that are equal to but not less than ten (10) percent of the parking areas and drives in the parking areas. The required area may be located along the perimeter of a parking lot or interior of the parking lot as landscaped islands.
2. Minimum of 1 shade tree shall be planted in all islands and every 12 stalls. Every parking space shall be within 50' of a tree.
3. Landscaping shall consist of a combination of such materials as grasses, ground cover, shrubs, vines, hedges, trees, or other such materials. A 2' wide step out strip to be provided for vehicles.

Parking Area = 43884 s.f.

Parking Spaces = 135

REQUIRED	PROVIDED
4,388 s.f. (10%)	4,737 s.f.
11 trees	24 trees

STREET PERIMETER BUFFER

1. A 15' street bufer shall be provided at the perimeters of a development adjacent to a public right-of-way.
2. 2 shade trees and 2 ornamental trees shall be provided for every 1000 s.f. of buffer area.
3. No more than 25% shall be single species and trees shall be planted to look natural.

Lamberth Road - 238 l.f.	
REQUIRED	PROVIDED
15' buffer	15' buffer
15 x 238 l.f. = 3570 s.f.	
7 shade trees	7 shade trees
7 ornamental trees	7 ornamental trees

Masters Street - 423 l.f.	
REQUIRED	PROVIDED
15' buffer	15' buffer
15 x 423 l.f. = 6345 s.f.	
13 shade trees	13 shade trees
13 ornamental trees	13 ornamental trees

GENERAL LAWN NOTES

1. CONTRACTOR SHALL COORDINATE OPERATIONS AND AVAILABILITY OF EXISTING TOPSOIL WITH ON-SITE CONSTRUCTION MANAGER
2. LAWN AREAS SHALL BE LEFT 1" BELOW FINAL FINISHED GRADE PRIOR TO TOPSOIL INSTALLATION.
3. CONTRACTOR TO FIND GRADE AREAS TO ACHIEVE FINAL CONTOURS AS SHOWN ON CIVIL DRAWINGS. POSITIVE DRAINAGE SHALL BE PROVIDED AWAY FROM ALL BUILDINGS. ROUNDING AT TOP AND BOTTOM OF SLOPES SHALL BE PROVIDED AND IN OTHER BREAKS IN GRADE. CORRECT AREAS WHERE STANDING WATER MAY OCCUR.
4. ALL LAWN AREAS SHALL BE FINE GRADED. IRRIGATION TRENCHES COMPLETELY SETTLED AND FINISH GRADE APPROVED BY THE OWNER'S CONSTRUCTION MANAGER OR LANDSCAPE ARCHITECT PRIOR TO LAWN INSTALLATION.
5. CONTRACTOR SHALL REMOVE ALL ROCKS 3/4" IN DIAMETER AND LARGER. REMOVE ALL DIRT CLODS, STICKS, CONCRETE SPOILS, TRASH ETC PRIOR TO PLACING TOPSOIL AND GRASS INSTALLATION.
6. CONTRACTOR SHALL MAINTAIN ALL LAWN AREAS UNTIL FINAL ACCEPTANCE.
7. CONTRACTOR SHALL GUARANTEE ESTABLISHMENT OF ACCEPTABLE TURF AREA AND SHALL PROVIDE REPLACEMENT IF NECESSARY.

SOLID SOD:

1. SOLID SOD SHALL BE PLACED ALONG ALL IMPERVIOUS EDGES, AT A MINIMUM. THIS SHALL INCLUDE CURBS, WALKS, INLETS, MANHOLES AND PLANTING BED AREAS. SOD SHALL COVER OTHER AREAS COMPLETELY AS INDICATED BY PLAN.
2. SOD SHALL BE STRONGLY ROOTED DROUGHT RESISTANT SOD, NOT LESS THAN 2 YEARS OLD, FREE OF WEEDS AND UNDESIRABLE NATIVE GRASS AND MACHINE CUT TO PAD THICKNESS OF 3/4" (+1/4"), EXCLUDING TOP GROWTH AND THATCH.
3. LAY SOD BY HAND TO COVER INDICATED AREAS COMPLETELY, ENSURING EDGES ARE TOUCHING WITH TIGHTLY FITTING JOINTS, NO OVERLAPS WITH STAGGERED STRIPS TO OFFSET JOINTS.
4. TOP DRESS JOINTS IN SOD BY HAND WITH TOPSOIL TO FILL VOIDS IF NECESSARY
5. SOD SHALL BE ROLLED TO CREATE A SMOOTH EVEN SURFACE. SOD SHOULD BE WATERED THOROUGHLY DURING INSTALLATION PROCESS.
6. SHOULD INSTALLATION OCCUR BETWEEN OCTOBER 1ST AND MARCH 1ST, OVERSEED BERMUDAGRASS SOD WITH WINTER RYEGRASS AT A RATE OF 4 POUNDS PER 1000 S.F.

HYDROMULCH:

1. SCARIFY AND LOOSEN ALL AREAS TO BE HYDROMULCHED TO A MINIMUM DEPTH OF 4" PRIOR TO TOPSOIL AND HYDROMULCH INSTALLATION.
2. BERMUDA GRASS SEED SHALL BE EXTRA HULLED, TREATED LAWN TYPE. SEED SHALL BE DELIVERED TO THE SITE IN ITS ORIGINAL UNOPENED CONTAINER AND SHALL MEET ALL STATE/LOCAL LAW REQUIREMENTS.
3. FIBER SHALL BE 100% WOOD CELLULOSE FIVER, DELIVERED TO THE SITE IN ITS ORIGINAL UNOPENED CONTAINER AS MANUFACTURED BY "CONWEB' OR EQUAL.
4. FIBER TACK SHALL BE DELIVERED TO THE SITE IN ITS UNOPENED CONTAINER AND SHALL BE "TERRO-TACK ONE', AS MANUFACTURED BY GROWERS, INC OR APPROVED EQUAL.
5. HYDROMULCH WITH BERMUDA GRASS SEET AT A RATE OF 2 POUNDS PER 1000 S.F.
6. USE A BATTER BOARD AGAINST ALL BED AREAS TO PREVENT OVER SPRAY.
7. IF INADEQUATE MOISTURE IS PRESENT IN SOIL, APPLY WATER AS NECESSARY FOR OPTIMUM MOISTURE FOR SEED APPLICATION.
8. IF INSTALLATION OCCURS BETWEEN SEPTEMBER 1ST AND MAY 1ST, ALL HYDORMULCH AREAS SHALL BE OVER-SEEDED WITH WINTER RYE GRASS AT A RATE OF FOUR POUNDS PER ONE THOUSAND SQUARE FEET. CONTRACTOR SHALL BE REQUIRED TO RE-HYDROMULCH WITH BERMUDA GRASS THE FOLLOWING GROWING SEASON AS PART OF THIS CONTRACT.
9. AFTER APPLICATION, NO EQUIPMENT SHALL OPERATE OVER APPLIED AREAS. WATER SEEDED AREAS IMMEDIATELY AFTER INSTALLATION TO SATURATION.
10. ALL LAWN AREAS TO BE HYDROMULCHED SHALL ACHIEVE 100% COVERAGE PRIOR TO FINAL ACCEPTANCE.

LANDSCAPE NOTES

1. CONTRACTOR TO VERIFY AND LOCATE ALL PROPOSED AND EXISTING ELEMENTS. NOTIFY LANDSCAPE ARCHITECT OR DESIGNATED REPRESENTATIVE FOR ANY LAYOUT DISCREPANCIES OR ANY CONDITION THAT WOULD PROHIBIT THE INSTALLATION AS SHOWN. SURVEY DATA OF EXISTING CONDITIONS WAS SUPPLIED BY OTHERS
2. CONTRACTOR SHALL CALL 811 TO VERIFY AND LOCATE ANY AND ALL UTILITIES ON SITE PRIOR TO COMMENCING WORK. LANDSCAPE ARCHITECT SHOULD BE NOTIFIED OF ANY CONFLICTS. CONTRACTOR TO EXERCISE EXTREME CAUTION WHEN WORKING NEAR UNDERGROUND UTILITIES.
3. A MINIMUM OF 2% SLOPE SHALL BE PROVIDED AWAY FROM ALL STRUCTURES.
4. CONTRACTOR SHALL FINE GRADE AREAS TO ACHIEVE FINAL CONTOURS AS INDICATED. LEAVE AREAS TO RECEIVE TOPSOIL 9" BELOW FINAL FINISHED GRADE IN PLANTING AREAS AND 1" BELOW FINAL FINISHED GRADE IN LAWN AREAS.
5. LANDSCAPE ISLANDS SHALL BE CROWNED, AND UNIFORM THROUGHOUT THE SITE.
6. PLANTING AREAS AND SOD TO BE SEPARATED BY STEEL EDGING. NO STEEL EDGING SHALL BE INSTALLED ADJACENT TO BUILDINGS, WALKS OR CURBS. EDGING NOT TO BE MORE THAN 1/2" ABOVE FINISHED GRADE.
7. EDGING SHALL BE CUT AT 45 DEGREE ANGLE WHERE IT INTERSECTS WALKS AND/OR CURBS.
8. MULCH SHALL BE INSTALLED AT 1/2" BELOW THE TOPS OF SIDEWALKS AND CURBING.
9. QUANTITIES ON THESE PLANS ARE FOR REFERENCE ONLY. THE SPACING OF PLANTS SHOULD BE AS INDICATED ON PLANS OR OTHERWISE NOTED. ALL TREES AND SHRUBS SHALL BE PLANTED PER DETAILS.
10. CONTAINER GROWN PLANT MATERIAL IS PREFERRED HOWEVER BALL AND BURLAP PLANT MATERIAL CAN BE SUBSTITUTED IF NEED BE AND IS APPROPRIATE TO THE SIZE AND QUALITY INDICATED ON THE PLANT MATERIAL LIST.
11. TREES SHALL BE PLANTED AT A MINIMUM OF 5' FROM ANY UTILITY LINE, SIDEWALK OR CURB. TREES SHALL ALSO BE 10' CLEAR FROM FIRE HYDRANTS.
12. 4" OF SHREDDED HARDWOOD MULCH (2" SETTLED THICKNESS) SHALL BE PLACED OVER WEED BARRIER FABRIC. MULCH SHALL BE SHREDDED HARDWOOD MULCH OR APPROVED EQUAL, PINE STRAW MULCH IS PROHIBITED.
13. WEED BARRIER FABRIC SHALL BE USED IN PLANT BEDS AND AROUND ALL TREES AND SHALL BE MIRAFI 140S WEED BARRIER OR APPROVED EQUAL.
14. CONTRACTOR TO PROVIDE UNIT PRICING OF LANDSCAPE MATERIALS AND BE RESPONSIBLE FOR OBTAINING ALL LANDSCAPE AND IRRIGATION PERMITS.

IRRIGATION:

1. ALL REQUIRED LANDSCAPE AREAS SHALL HAVE AN AUTOMATIC IRRIGATION SYSTEM WITH A FREEZE/RAIN SENSOR. SYSTEM SHALL ALSO HAVE AN ET WEATHER BASED CONTROLLER AND BE DESIGNED AND INSTALLED BY A LICENSED IRRIGATOR.

MAINTENANCE REQUIREMENTS:

1. VEGETATION SHOULD BE INSPECTED REGULARLY TO ENSURE THAT PLANT MATERIAL IS ESTABLISHING PROPERLY AND REMAINS IN A HEALTHY GROWING CONDITION APPROPRIATE FOR THE SEASON. IF DAMAGED OR REMOVED, PLANTS MUST BE REPLACED BY A SIMILAR VARIETY AND SIZE.
2. MOWING, TRIMMING, EDGING AND SUPERVISION OF WATER APPLICATIONS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR UNTIL THE OWNER OR OWNER'S REPRESENTATIVE ACCEPTS AND ASSUMES REGULAR MAINTENANCE.
3. ALL LANDSCAPE AREAS SHOULD BE CLEANED AND KEPT FREE OF TRASH, DEBRIS, WEEDS AND OTHER MATERIAL.

MISCELLANEOUS MATERIALS:

1. STEEL EDGING SHALL BE 3/16" X 4 X 16' DARK GREEN DURAEDGE STEEL LANDSCAPE EDGING UNLESS NOTED OTHERWISE ON PLANS/DETAILS.
2. DECOMPOSED GRANITE SHALL CONSIST OF A NATURAL MIX OF GRANITE AGGREGATE NOT TO EXCEED 1/8" IN DIAMETER AND COMPOSED OF VARIOUS STAGES OF DECOMPOSED EARTH BASE. DG SHALL BE PLACED OVER FILTER FABRIC AT A MINIMUM OF 3" DEPTH.

PLANT SCHEDULE

QTY	LABEL	COMMON NAME	SCIENTIFIC NAME	SIZE	NOTES
		SHADE TREES			
3	BO	Bur Oak	*Quercus macrocarpa*	3" cal.	12' ht., 4' spread, matching
10	CE	Cedar Elm	*Ulmus crassifolia*	3" cal.	12' ht., 4' spread, matching
5	LE	'Bosque' Lacebark Elm	*Ulmus parvifolia 'UPMTF'*	4" cal.	14' ht., 5' spread, matching
24	RO	Red Oak	*Quercus rubra*	3" cal.	12' ht., 5' spread
5	TA	Chinquapin Oak	*Quercus muehlenbergii*	3" cal.	12' ht., 4' spread, matching
		ORNAMENTAL TREES			
4	CM	Crepe Myrtle 'Dynamite'	*Lagerstroemia indica 'Dynamite'*	30 gal.	8' ht., 4' spread, multi trunk, 3 cane min.
4	DW	Desert Willow	*Chilopsis linearis*	30 gal.	8' ht., 4' spread, multi trunk, 3 cane min.
5	MP	Mexican Plum	*Prunus mexicana*	30 gal.	8' ht., 4' spread min.
6	RB	Oklahoma Redbud	*Cercis reniformis 'Oklahoma'*	30 gal.	8' ht., 4' spread, 3 trunk min.
		SHRUBS			
15	NRS	Nellie R Stevens Holly	*Illex x 'Nellie R. Stevens'*	7 gal.	full, 40" o.c.
		GROUNDCOVER/VINES/GRASS			
		Bermuda Solid Sod	*Cynodon dactylon*		
		Decomposed Granite			

Plant list is an aid to bidders only. Contractor shall verify all quantities on plan. All heights and spreads are minimums. Trees shall have a strong central leader and be of matching specimens. All plant material shall meet or exceed remarks as indicated.

GRAPHIC SCALE
0 30 60 FEET
Scale 1"=30' - 0"

AWR Designs, LLC
P.O. Box 1746
Aledo, Texas 76008
amanda@awr-designs.com
c. 512.517.5589

DEVELOPER
FOUR RIVERS CAPITAL
JAMES F. MASON, JR.
4514 COLE AVE.
SUITE 1220
DALLAS, TX 75205

ENGINEER
VASQUEZ ENGINEERING, LLC
JUAN J. VASQUEZ, P.E.
1919 S. SHILOH ROAD
SUITE 440, LB 44
GARLAND, TEXAS 75042
972-278-2948 TELE

LANDSCAPE PLAN
ESA PREMIER – SHERMAN
LOT 1, BLOCK 1
ESA SHERMAN ADDITION
2.333 ACRES, 97,287 SF
CITY OF SHERMAN, TEXAS
NOVEMBER 04, 2024

VASQUEZ ENGINEERING, L.L.C.
1919 S. Shiloh Road
Suite 440, LB 44
Garland, Texas 75042
Ph: 972-278-2948
TX Registration # F-12266

AMANDA W. RICHARDSON
REGISTERED LANDSCAPE ARCHITECT
2754
STATE OF TEXAS

DEVELOPER:
FOUR RIVERS CAPITAL
4514 COLE AVE.
SUITE 1220
DALLAS, TX 75205

LANDSCAPE PLAN
ESA PREMIER - SHERMAN
LOT 1, BLOCK 1
ESA SHERMN ADDITION
CITY OF SHERMAN, TEXAS

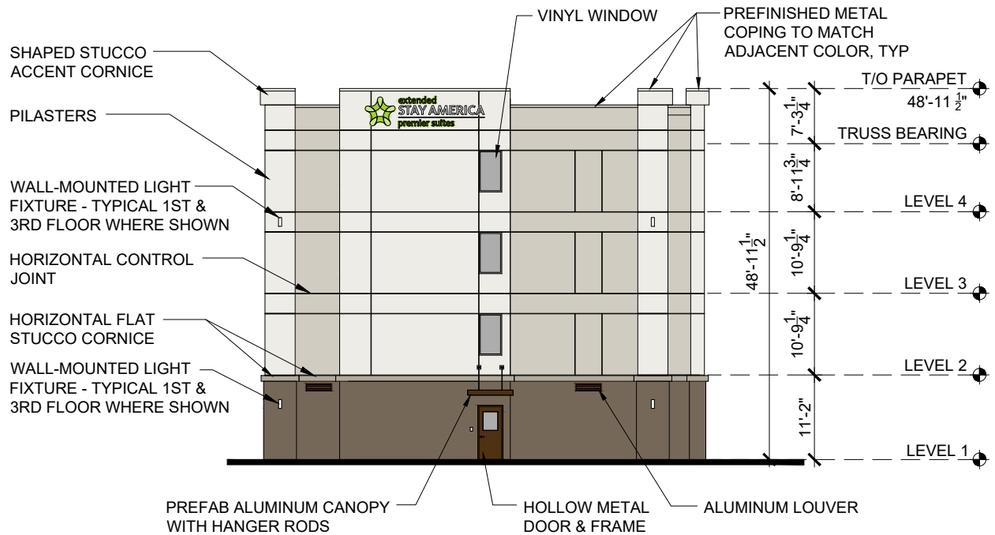
Scale: 1" = 30'
Designed by: AWR
Drawn by: AWR
Checked by: AWR
512-08 dwg\SITE PLAN.dwg
Date: 11/04/2024

SHEET
L1.1

EXHIBIT D

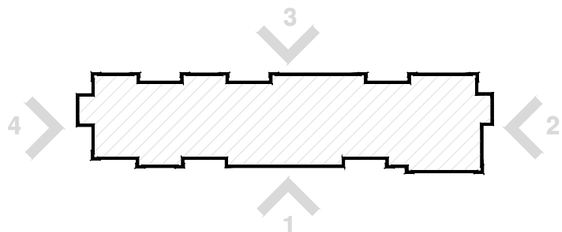
COLOR / MATERIAL LEGEND

- STUCCO: PPG 1021-6 "CURLEW
- STUCCO: PPG 1025-1 "COMMERCIAL WHITE"
- STUCCO: PPG 1025-3 "WHISKERS'
- STUCCO: PPG 1025-4 "SHARKSKIN"
- EXTERIOR TRIM: CP410 "BRONZETONE"
- KINGSIZE DOVE GRAY BRICK BY ACME BRICK

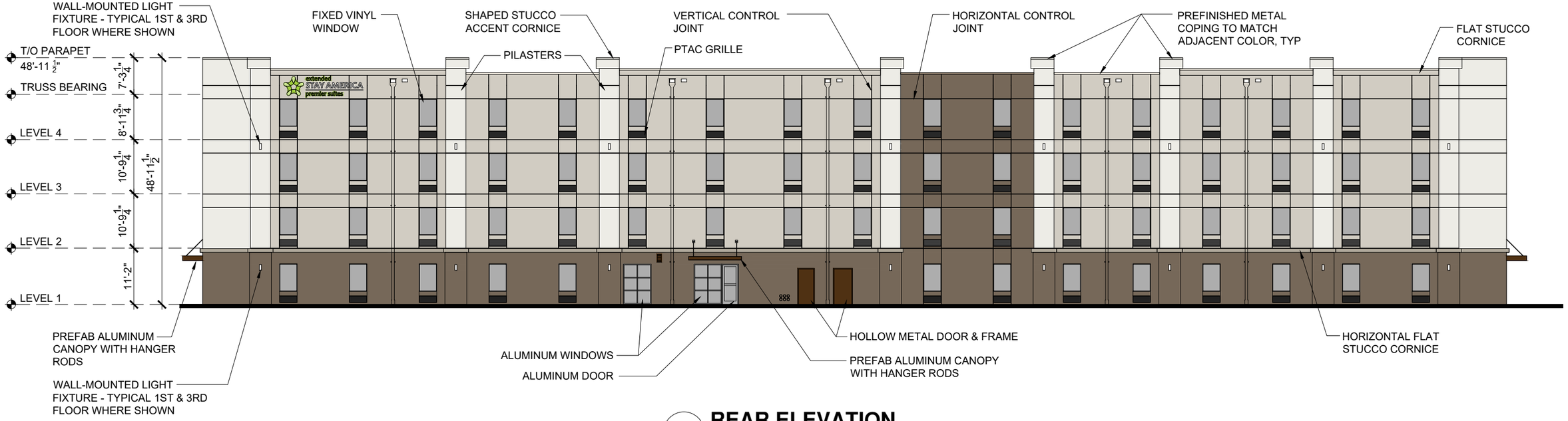


4 SIDE ELEVATION

SCALE: 1" = 20'



KEYPLAN



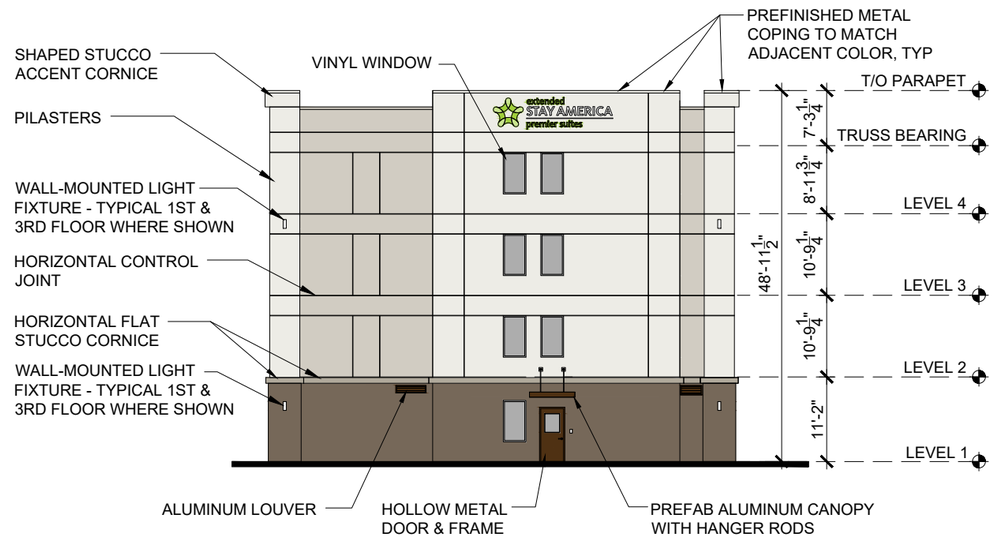
3 REAR ELEVATION

SCALE: 1" = 20'

EXHIBIT D

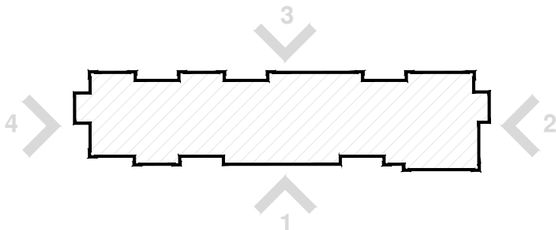
COLOR / MATERIAL LEGEND

- STUCCO: PPG 1021-6 "CURLEW
- STUCCO: PPG 1025-1 "COMMERCIAL WHITE"
- STUCCO: PPG 1025-3 "WHISKERS'
- STUCCO: PPG 1025-4 "SHARKSKIN"
- EXTERIOR TRIM: CP410 "BRONZETONE"
- KINGSIZE DOVE GRAY BRICK BY ACME BRICK

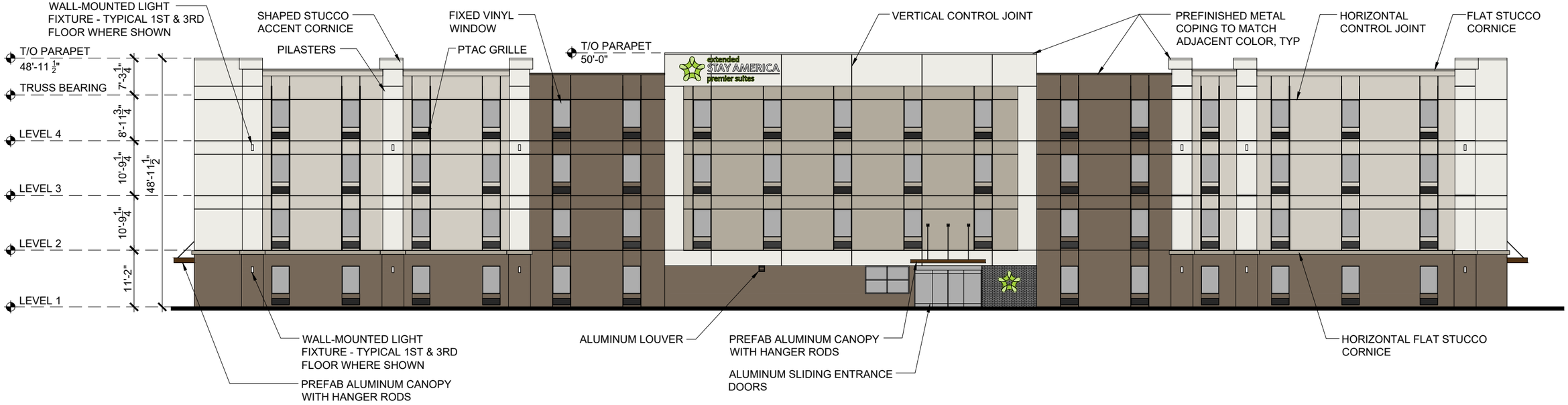


2 SIDE ELEVATION

SCALE: 1" = 20'



KEYPLAN



1 FRONT ELEVATION

SCALE: 1" = 20'

SHERMAN TX

EXTENDED STAY AMERICA

Alameda architecture

September 27, 2024

dlagrone H:\PLANNING\Public Notification KT.aprx

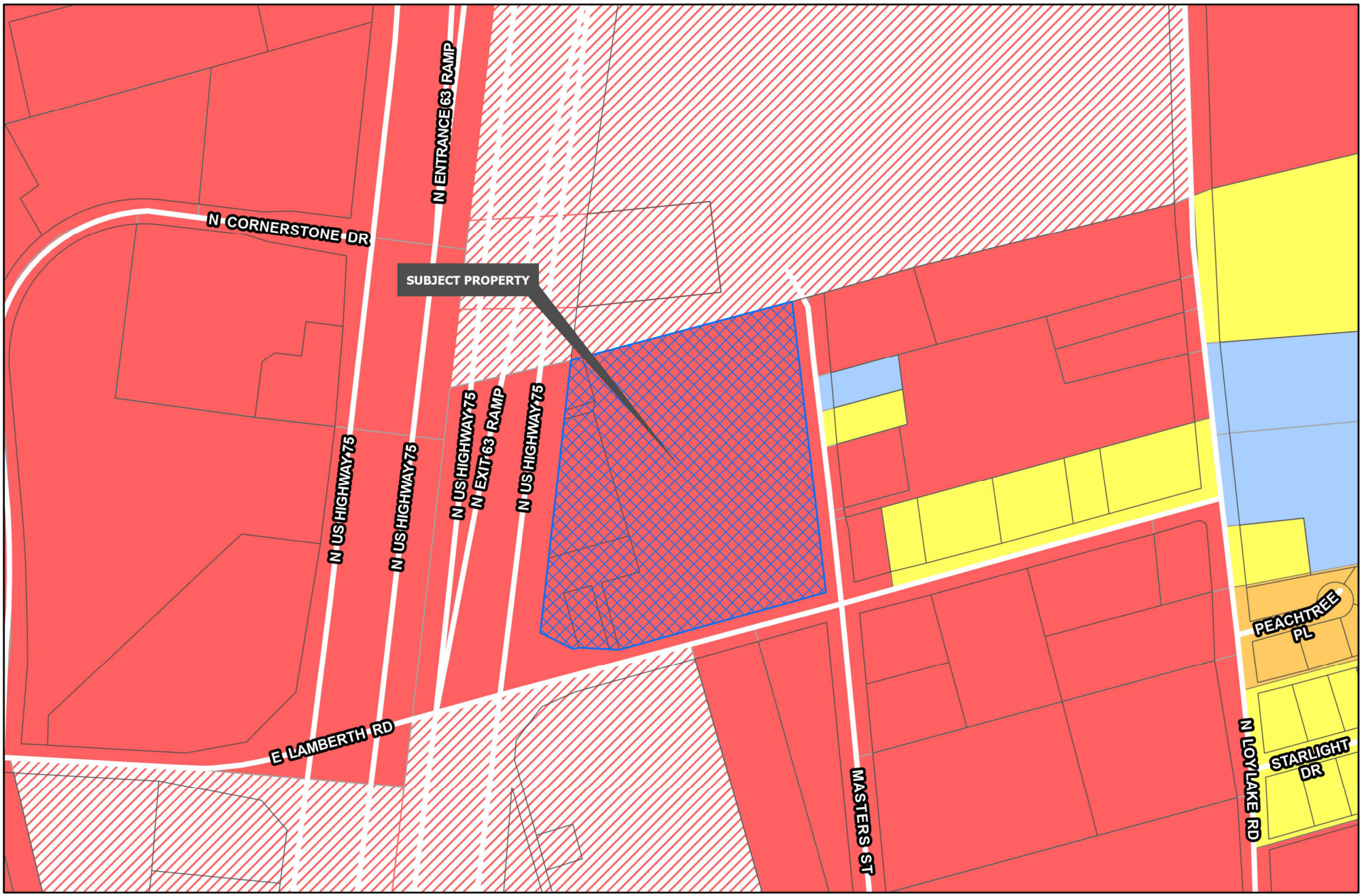
Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

CITY OF SHERMAN
LOCATION MAP
500 BLK E LAMBERTH RD

N
W E
S

Date: 11/8/2024 11:24 AM



Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services Department

- R-A Residential Agricultural
- R-E Estate Residential
- R-12 Single Family Residential
- R-6 Single Family Residential
- R-5 Single Family Residential
- R-4 Patio Home Residential
- R-2F Duplex Residential
- R-TH Townhome Residential
- MF-15 Multi-Family Residential
- MF-30 Multi-Family Residential
- MH Manufactured Housing
- C-N Neighborhood Commercial
- C-O Office
- C-1 Retail Business
- C-2 General Commercial
- M-1 Light Manufacturing
- M-1.5 Medium Manufacturing
- M-2 Heavy Manufacturing
- PD Planned Development
- Road Names All
- Planning & Zoning

CITY OF SHERMAN
ZONING MAP
500 BLK E LAMBERTH RD

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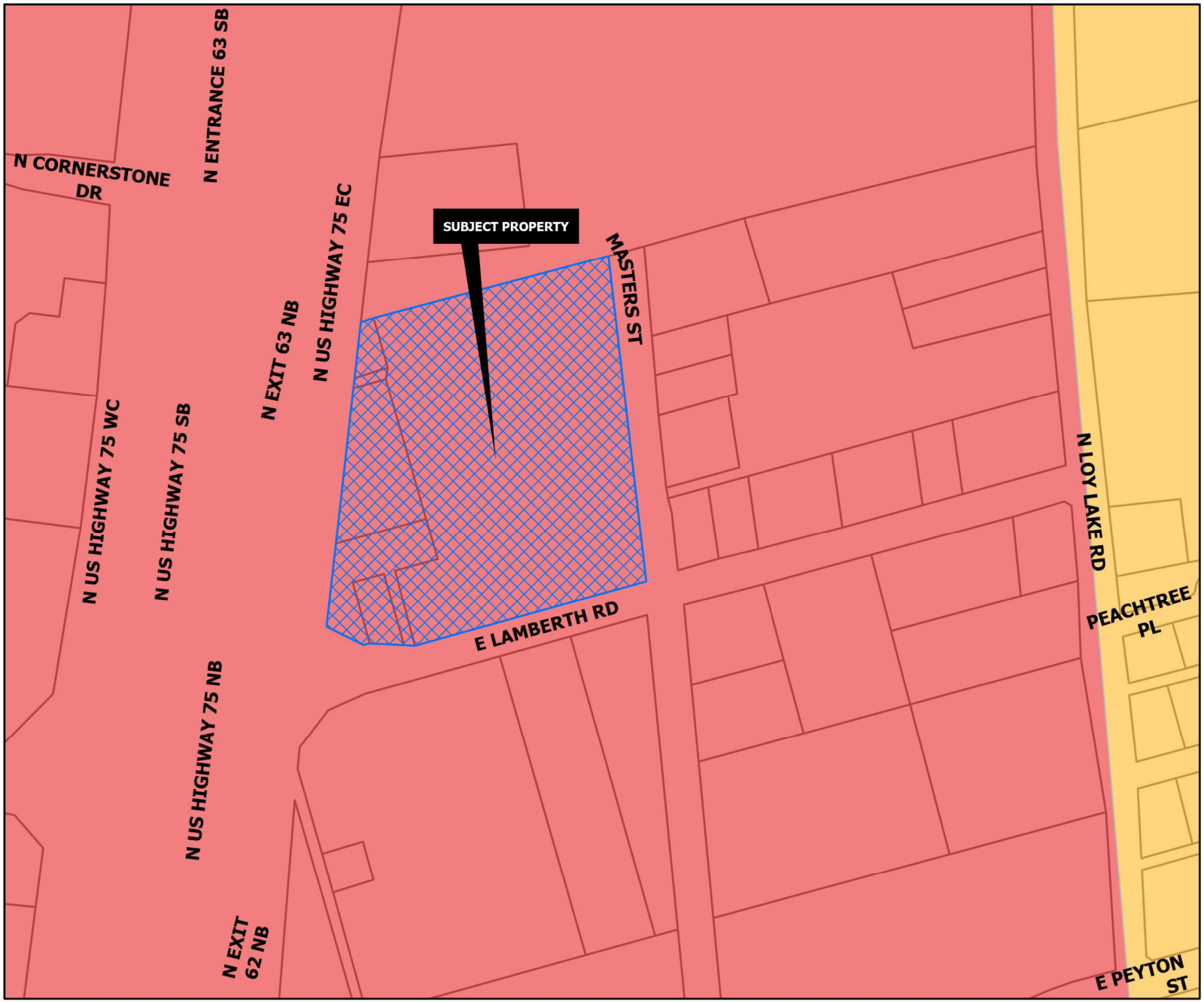
Date: 10/8/2024 11:34:37 AM



REGIONAL COMMERCIAL

Intent & Character

The Regional Commercial category is intended to promote large-scale commercial development along US-75, while promoting community character through design. US-75 serves as the major gateway to and through the community; therefore, aesthetics and design should be promoted in this corridor. This category should allow large-scale commercial uses that serve the region and the community alike. A mix of uses and inter-connectivity between parcels should be encouraged.

Appropriate Land Use Types

- Retail and Restaurants
- Multi-Family Living
- Office Complex
- Medical
- Mixed Use
- Indoor Entertainment

Compatible Zoning Districts

- Retail Business
- General Commercial
- Office
- Multi-Family Residential (MF-15 and MF-30)
- Planned Development (for larger tracts)

Considerations

- Site design considerations should be given to parking, landscaping, and building articulation.
- Where possible, parking should be screened from view or well-landscaped with native, drought-tolerant plants.
- All buildings facades fronting a public street or within significant public view should have aesthetically-pleasing horizontal and vertical articulation.
- Signage should be multi-tenant, where possible, and should match the character of the primary structure.
- High density residential should be included in mixed use developments.
- High density residential is appropriate behind commercial areas, with inter-connectivity.
- If high density is stand alone, the surrounding uses and connectivity should be considered to avoid an "island."

Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services Department

- Agriculture/Rural
- Airport
- City Parkland
- Community Commercial
- Core Neighborhood
- Downtown
- Regional Commercial
- Suburban Neighborhood
- Technology Hub
- Planning & Zoning

CITY OF SHERMAN
FUTURE LAND USE MAP
500 BLK E LAMBERTH RD

N
W E
S

Date: 11/8/2024 11:24 AM

Sherman
CLASSIC TOWN, BROAD HORIZON.
NOTICE OF SPECIFIC USE PERMIT REQUEST
PROJECT #: 24-005351
Planning & Zoning Map:
FOR MORE INFORMATION CONTACT:
DEVELOPMENT SERVICES
903-892-7229

Sherman
NOTICE OF
SPECIFIC USE
PERMIT REQUEST
PROJECT #: 24-005351
Planning & Zoning Map:
FOR MORE INFORMATION
CONTACT:
DEVELOPMENT SERVICES
903-892-7225

Sherman
NOTICE OF
SPECIFIC USE
PERMIT REQUEST

Sherman
NOTICE OF
SPECIFIC USE
PERMIT REQUEST
PROJECT # 24-005351
Planning & Zoning Map
FOR MORE INFORMATION
CONTACT:
DEVELOPMENT SERVICES
903-892-7228

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. E.3.

Meeting Date: 1/21/2025

Prepared By: Rob Rae, Developmental Services Director

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6802

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, Repealing Ordinance 6605, And Granting A Specific Use Permit To Allow Mini-Warehouse in a C-1 (Retail Business) District/FM Highway 1417 Overlay District Located in the 3600 Block Steeple Chase Drive, Consisting of 3.002 acres, being Lot 4, Block 1 of Bearcat Crossing Addition, City Of Sherman, Grayson County, Texas Core Self Storage, LLC (Owners), Jim Lee (Representative) and A&W Surveyors, Inc. (Surveyor) Conditions To The Specific Use Permit; Providing A Penalty Not To Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

Issue:

Repealing Ordinance 6605 and Consideration of a Specific Use Permit for 3.002 acres of land located in the 3600 Block Steeple Chase Drive to Allow A Mini-warehouse in a C-1 (Retail Business) District/FM Highway 1417 Overlay District.

Background:

The property is located in the 3600 Block Steeple Chase Drive near the intersection of West FM 1417 (Heritage Parkway) and Steeple Chase Drive. The owner is requesting a Specific Use Permit and Site Plan to allow mini-warehouse in a C-1 (Retail Business) District/FM Highway 1417 Overlay District and repeal Ordinance No. 6605.

The previous Specific Use Permit (Ordinance No. 6605) was approved with 54,295 square feet of floor area for mini-storage. The applicant has submitted an amendment to expand the floor area to a total of 72,614 square feet. The increase in square feet of floor area is captured in Building C with the addition of a 2 story.

The following has been approved for this location:

- 5/16/2023 - Public Hearing and Variance under Section 14.02.016 to allow a 5' side yard setback on the West side property line in lieu of the required 15' side yard setback in a C-1 (Retail Business) District/FM Highway 1417 Overlay District.
- 5/16/2023 - Public Hearing, Site Plan and Specific Use Permit under Section 14.06.009 to allow a mini-warehouse in a C-1 (Retail Business) District/FM Highway 1417 Overlay District.
- 12/17/2024 - Public Hearing and Variance under Section 14.02.016 to allow a 0.55 Floor Area Ratio in lieu of the allowed 0.50 for the Floor Area Ratio.

Origination:

Core Self Storage, LLC (Owners), Jim Lee (Representative) and A&W Surveyors, Inc. (Surveyor)

Financial Consideration:

None

Staff Recommendation:
At the December 17, 2024 regular meeting, the Planning and Zoning Commission voted 7/0 to recommend to City Council that the Specific Use Permit be approved subject to the Staff Review Letter. **The proposed use is compatible with the City of Sherman Comprehensive Plan. Staff recommends that Council approve this item.**

Alternatives:
The City Council could deny the request.

Attachments:
1. Ordinance No. 6802
2. Exhibit A - Survey
3. Exhibit B - Site Plan
4. Exhibit C - Landscape Plan
5. Exhibit D - Building Elevations
6. Location Map
7. Zoning Map
8. Future Landuse Map
9. Property Notification Sign
10. Narrative
11. Ordinance 6605

ORDINANCE NO. 6802

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, REPEALING ORDINANCE 6605, AND GRANTING A SPECIFIC USE PERMIT TO ALLOW MINI-WAREHOUSE IN A C-1 (RETAIL BUSINESS) DISTRICT/FM HIGHWAY 1417 OVERLAY DISTRICT LOCATED IN THE 3600 BLOCK STEEPLE CHASE DRIVE, CONSISTING OF 3.002 ACRES, BEING LOT 4, BLOCK 1 OF BEARCAT CROSSING ADDITION, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS CORE SELF STORAGE, LLC (OWNERS), JIM LEE (REPRESENTATIVE) AND A&W SURVEYORS, INC. (SURVEYOR) CONDITIONS TO THE SPECIFIC USE PERMIT; PROVIDING A PENALTY NOT TO EXCEED $2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW

WHEREAS, the City Planning and Zoning Commission and the City Council, in accordance with the state law and the ordinances of the City of Sherman, have given the required notices and have held the required public hearings regarding this Specific Use Permit; and

WHEREAS, the City Council finds that this use will complement or be compatible with the surrounding uses and community facilities; contribute to, enhance, or promote the welfare of the area of request and adjacent properties; not be detrimental to the public health, safety, or general welfare; and conform in all other respects to all applicable zoning regulations and standards; and

WHEREAS, the City Council finds that it is in the public interest to grant this Specific Use Permit, subject to certain conditions.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS:

SECTION 1. That, from and after the effective date of this Ordinance, the property located at 3600 Block Steeple Chase Drive, City of Sherman, Grayson County, Texas is/are granted a Specific Use Permit allow a mini-warehouse, subject to the conditions described in this Ordinance and that Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14 is hereby amended so as to hereafter include property as described as **Exhibit A – Survey**.

SECTION 2. Repeal of Ordinance No. 6605. The City Council hereby repeals Ordinance No. 6605 of the Code of Ordinances in its entirety. The effective date of such repeal shall not occur until the effective date of this Ordinance, at which time Ordinance No. 6605 shall be repealed. Such repeal shall not abate any pending prosecution or lawsuit or prevent any prosecution or lawsuit from

being commenced for any violation of any provision of Ordinance No. 6605 occurring before the effective date of this Ordinance.

SECTION 3. That this Specific Use Permit is granted on the following conditions:

Zoning:

1. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's Zoning Ordinance/Code of Ordinance Chapter 14.
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal (903.892.7267). *(Code of Ordinances Chapter 3.02(c))*
3. Fence Permits shall be permitted separately from the building permit and must adhere to the City's Zoning Ordinance/Code of Ordinance Chapter 14. *(Sec. 14.04.004 & 14.03.002)*
4. Sign Permits shall be permitted separately from the building permit and must adhere to the City's Zoning Ordinance/Code of Ordinance Chapter 14. *(Article 14.07 & 14.03.002)*
5. Impact fees will be required at the time of building permit application. *(Chapter 13, Article. 13.11)*
6. A Specific Use Permit is an amendment to the district regulations of the Zoning Ordinance that permits the establishment of a specific use within a zoning district in which such specific use may be established unless such use of land or structure is discontinued or abandoned for a period of thirty (30) consecutive days in which event such Specific Use Permit shall be void and such use may not thereafter be resumed unless a new Specific Use Permit is granted in accordance with this section. *(Chapter 14, Sec. 14.06.009 (a)(1)(C))*
7. The approval of a Site Plan shall be effective for a period of two (2) years from the date of approval, at the end of which time the Site Plan shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Site Plan was approved.
8. Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

Engineering:

9. Mutual Access Easement required for cross access between subject property and proposed Lot 12 to the South. Code of Ordinances Chapter 10.03.003(h)(9); 10.03.007(a); Engineering Design Standards Manual 2.5(C)(6)
10. Private Detention Pond to be designed and constructed with first phase of Bearcat Crossing.
11. Drive approaches and sidewalks shall conform to City of Sherman standards and a permit with drawing showing dimensions is required from City of Sherman Engineering Department for review and approval prior to any work being done within public right of way. Code of Ordinances Chapter 3, Division 5, Sec. 3.10.154; 10.03.003(h)
12. Civil Engineering plans shall be provided to the Engineering Department for review and approval. Plat to reflect changes upon Engineering review. Civil Plan submittal requirements can be found in the Development Guide on the City of Sherman website. Code of Ordinances Chapter 10.04; Engineering Design Standards Manual Sec. 1.9

Fire Services:

The following are informational items only that may be applicable during construction but should not hold up approval of a site plan for zoning by the Fire Marshal's Office.

13. [ ] 506.1 Amended - Any new and existing buildings that have a fire sprinkler riser, standpipe system and/or a fire alarm control panel shall have a Knox key box that contains keys or a keycard to gain access to every door leading from the exterior of the building to the fire sprinkler riser, standpipe system and/or the fire alarm control panel. (Located In City Ordinances Amendments)

*There is no FDC or Hydrants marked on the site plan. However, it states this in the notes on site plan.

14. [ ] 903.3.7 Amended - Fire department connections for automatic sprinkler systems shall be installed in accordance with Section 912. Fire department connections shall be located not more than 100 ft (30.5 m) from the nearest fire hydrant connected to an approved water supply. Fire department connections shall be a 2.5-inch threaded fitting design. Fire department connections shall be equipped with locking Knox caps that operate with the Authority Having Jurisdiction's Knox key. (Located In City Ordinances Amendments)

Additional Conditions:

15. The property shall be developed and used in accordance with all City Ordinances and the Site Plan shown in **Exhibit B.**
16. The property shall be developed and used in accordance with the Landscape Plan shown in **Exhibit C**.
17. The property shall be developed and used in accordance with the Building Elevations shown in **Exhibit D**.

SECTION 3. That this Ordinance shall be entered upon the official zoning map as provided in Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14, Section 14.01.002.

SECTION 4. That after holding a properly noticed public hearing, the City Council may amend, change, or rescind the Specific Use Permit if any of the conditions set forth in Zoning Ordinance/Code of Ordinances Chapter 14, Section 14.06.009(1)(g), apply or exist.

SECTION 5. That the Specific Use Permit shall be effective from and after the effective date of this Ordinance. Upon termination of the Specific Use Permit, the property shall cease to be used as provided herein unless another Specific Use Permit or appropriate zoning has been obtained.

SECTION 6. That it shall be unlawful for any person to make use of the property in some manner other than as authorized by this Ordinance, and it shall be unlawful for any person to construct on the property any building that is not in conformity with the permissible uses under this Ordinance. Any person violating any provision of this Ordinance or the Zoning Ordinance, as they exist or may be amended, shall be deemed guilty of a misdemeanor, and on conviction thereof, shall be fined in an amount not exceeding TWO THOUSAND AND NO/100 DOLLARS ($2,000.00). A violation of any provision of this Ordinance shall constitute a separate violation for each calendar day in which it occurs. The penal provisions imposed under this Ordinance shall

not preclude the City from filing suit to enjoin the violation. The City retains all legal rights and remedies available to it pursuant to local, state, and federal law.

SECTION 7. That the Zoning Ordinance shall remain in full force and effect, save and except as amended by this or any other ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict, but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 8. That in the event any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional and/or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, regardless of whether any one or more sections, subsections, sentences, clauses or phrases is declared unconstitutional and/or invalid.

SECTION 9. That it is hereby officially found and determined that the meetings at which this Ordinance was introduced and passed were open to the public and that public notice of the time, place and purpose of said meetings were given all as required by law.

SECTION 10. That this Ordinance shall become effective from and after its adoption and publication as required by law and the City Charter.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS.

INTRODUCED on this the 21st day of January 2025.

ADOPTED on this the 21st day of January 2025.

EFFECTIVE DATE on this the 21st day of January 2025.

CITY OF SHERMAN, TEXAS

BY: _____
SHAWN TEAMANN, MAYOR

ATTEST:

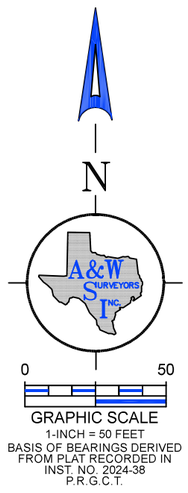
BY: _____
LINDA ASHBY, CITY CLERK

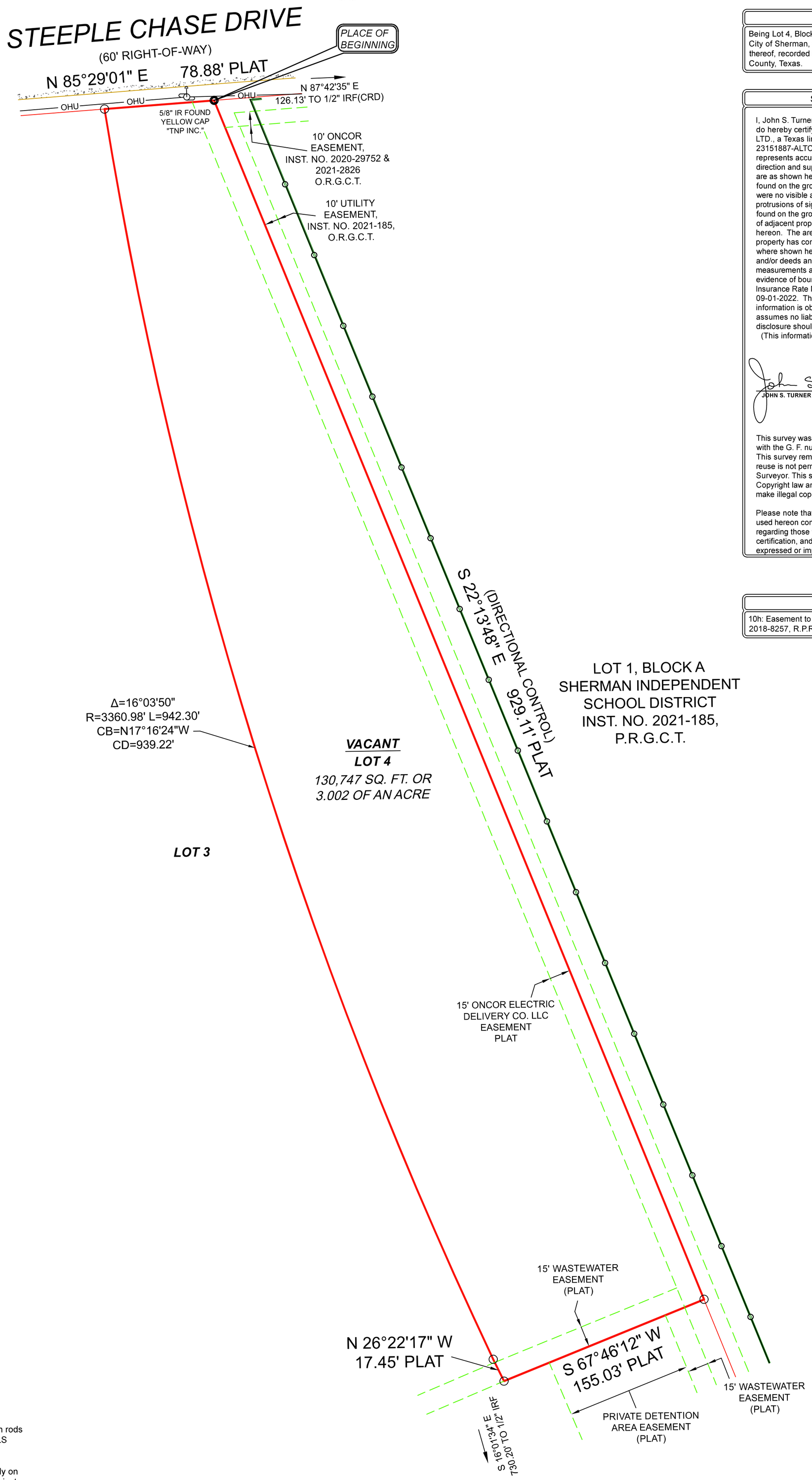
APPROVED AS TO FORM:
THE LAW FIRM OF ABERNATHY,
ROEDER, BOYD & HULLETT, P.C.

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

EXHIBIT A

SURVEY PLAT





LEGAL DESCRIPTION

Being Lot 4, Block 1, of Bearcat Crossing Addition, an Addition to the City of Sherman, Grayson County, Texas, according to the Map or Plat thereof, recorded in Instrument No. 2024-38, Plat Records, Grayson County, Texas.

SURVEYOR'S CERTIFICATION

I, John S. Turner, Registered Professional Land Surveyor No. 5310, do hereby certify to 1900 Cedar Springs, L.P., Bearcat Crossing, LTD., a Texas limited partnership, all in connection with G. F. NO. 23151887-ALTC, that the plat shown hereon was prepared from and represents accurately a survey made, on the ground, under my direction and supervision. Significant improvements to the property are as shown hereon. Visible evidence of use of the subject property found on the ground is shown hereon. EXCEPT AS SHOWN, there were no visible and apparent easements, encroachments or protrusions of significant improvements across subject property lines found on the ground. Visible and apparent conflicts with boundaries of adjacent properties found on the ground (if any) are as shown hereon. The area of the property as shown hereon is correct. The property has contiguous or common lines with streets and alleys where shown hereon. This survey was compiled from recorded plats and/or deeds and other records, in conjunction with field measurements and significant and visible monumentation and evidence of boundaries found on the ground. According to the Flood Insurance Rate Map, Community Panel No. 481813c0400G, dated 09-01-2022. The subject property is located in Zone "X". This information is obtained from FEMA.org Map Center, surveyor assumes no liability as to the accuracy of the FEMA website. Seller's disclosure should identify any existing flood insurance policies. (This information is protracted from F.I.R.M.)

JOHN S. TURNER RPLS 5310

STATE OF TEXAS REGISTERED JOHN S. TURNER #5310 PROFESSIONAL LAND SURVEYOR

This survey was performed exclusively for the parties in connection with the G. F. number shown hereon and is licensed for a single use. This survey remains the property of the Surveyor. Unauthorized reuse is not permitted without the expressed written permission of the Surveyor. This survey is an original work protected by United States Copyright law and international treaties. All rights reserved. Do not make illegal copies.

Please note that the use of the word "CERTIFY" or "CERTIFICATE" used hereon constitutes an expression of professional opinion regarding those facts or findings which are the subject of the certification, and does not constitute a warranty or guarantee, either expressed or implied.

NOTE

10h: Easement to the City of Sherman, recorded in Clerk's File No. 2018-8257, R.P.R.G.C.T. (Does Not Affect)

NOTES: 1. All 1/2 IRS are 1/2-inch iron rods with yellow plastic caps stamped "RPLS 5310".
2. CRD = Corner of Record Dignity
3. This survey was revised in office only on 03-07-2024 to update with the new subject plat's recording information. Improvements were not inspected for this revision.

LEGEND

1/2" IR FOUND	X-FOUND	TELE. BOX	UTILITY POLE	OHU OVERHEAD UTILITY LINE	BRICK RET. WALL	CONCRETE
1/2" IR SET	X-SET	CABLE BOX	WATER METER	GUY WIRE ANCHOR	STONE RET. WALL	GRAVEL
5/8" IR FOUND	SAN. SEW. MH.	BOLLARD POST	GAS METER	BARBED WIRE FENCE	BUILDING LINE	BRICK
3/8" IR FOUND	IRRIGATION VALVE	BRICK COLUMN	A.C. PAD	IRON FENCE	EASEMENT	STONE
60-D NAIL FOUND	WATER VALVE	STONE COLUMN	TRANS. BOX	CHAINLINK FENCE	BOUNDARY	WOOD DECK
PK NAIL SET	FIRE HYDRANT	STORM DRAIN MH.		WOOD FENCE	HIGH BANK LINE	BUILDING WALL
1/2" IP FOUND	LIGHT POLE	SAN. SEW. CO.	P.E. POOL EQUIP.	ASPHALT	COVERED AREA	TILE

STEEPLE CHASE DRIVE

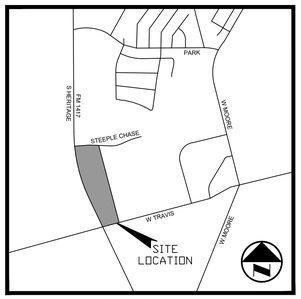
GRAYSON, TEXAS

A&W SURVEYORS, INC.
Professional Land Surveyors
TEXAS REGISTRATION NO. 100174-00
P.O. BOX 870029, MESQUITE, TX. 75187
PHONE: (972) 681-4975 FAX: (972) 681-4954
WWW.AWSURVEY.COM

JOB# 23-0385
DATE 03-27-2023
DRAWN BY: AR

"A professional company operating in your best interest"

EXHIBIT B



LOCATION MAP
NOT TO SCALE

BUILDING DATA:

BUILDING	GROSS AREA	CC %	~NET AREA
BUILDING A:	11,885 S.F.	x 80%	9,508 S.F.
BUILDING B:	11,145 S.F.	x 80%	8,916 S.F.
BUILDING C: 2-story:	37,290 S.F.	x 80%	29,830 S.F.
BUILDING D:	11,594 S.F.	x 80%	10,024 S.F.
TOTAL	71,914 S.F.		~58,278 S.F.
OFFICE:	+/- 700 S.F.		
TOTAL	+/- 72,614 S.F.		

SITE PLAN NOTES:
1. STORMWATER DETENTION WILL BE CONSTRUCTED BY OTHERS ON ADJACENT LOT.
2. FIRE PROTECTION SYSTEM REQUIREMENTS WILL BE DELINEATED ON SITE PLAN/BUILDING PERMIT SET TO MEET 903.3.7 AMENDED, INCLUDING LOCATION OF FIRE HYDRANTS, FIRE DEPARTMENT CONNECTIONS WITH 2.5 INCH THREADED FITTING DESIGN KNOX CAPS MAX. 100' TO FIRE HYDRANT, GATE KNOX REQUIREMENTS AND BUILDING KNOX BOXES WITH KEYS.
3. 5' BSL ALONG WEST PROPERTY LINE VARIANCE APPROVED 5/16/2024.

SITE DATA:

LEGAL DESCRIPTION	LOT: 5 BLOCK: 1 BEARCAT CROSSING ADDITION
ZONING	C-1, FM 1417 Overlay
PROPOSED USE	SELF-STORAGE
GROSS LOT AREA	130,746 S.F. / 3.002 AC
GROSS BUILDING FOOTPRINT AREA	53,969 S. F. / 130,746 = S.F. 41.2%
BUILDING AREA TOTAL	72,614 S.F.
F. A. R.	0.5
PARKING REQUIRED	5 AT LEASING OFFICE (1 per 300 sf office)
HANIDCAP PARKING PROVIDED	1
TOTAL PARKING PROVIDED	6 + LOADING AREAS ALONG BLDGS. C & D
IMPERVIOUS COVER TOTAL	96,300 SF
LANDSCAPE AREAS TOTAL	32,121 SF (DOES NOT INCLUDE 15' REAR ESMT AREA OUTSIDE FENCE, 2325 SF)

LOT 5 3.002 ACRES (130,746 SQ. FT.)

01 PRELIMINARY SITE PLAN
SCALE: 1"=40'-0"

NORTH

MAULDIN ARCHITECTS
MAULDIN ARCHITECTS, PLLC
909 NE LOOP 410, Ste. 636
SAN ANTONIO, TEXAS 78209
PHONE: 210-313-3197
INFO@MAULDINARCHITECTS.COM
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ALL RIGHTS RESERVED.

PRELIMINARY DRAWING - NOT FOR CONSTRUCTION OR REGULATORY APPROVAL

MICHAEL D. MAULDIN
TEXAS #16733

NEW SELF STORAGE
Bearcat Crossing Self Storage
Steeple Chase Drive
Sherman, Texas

REVISIONS: NO.	DESCRIPTION	DATE

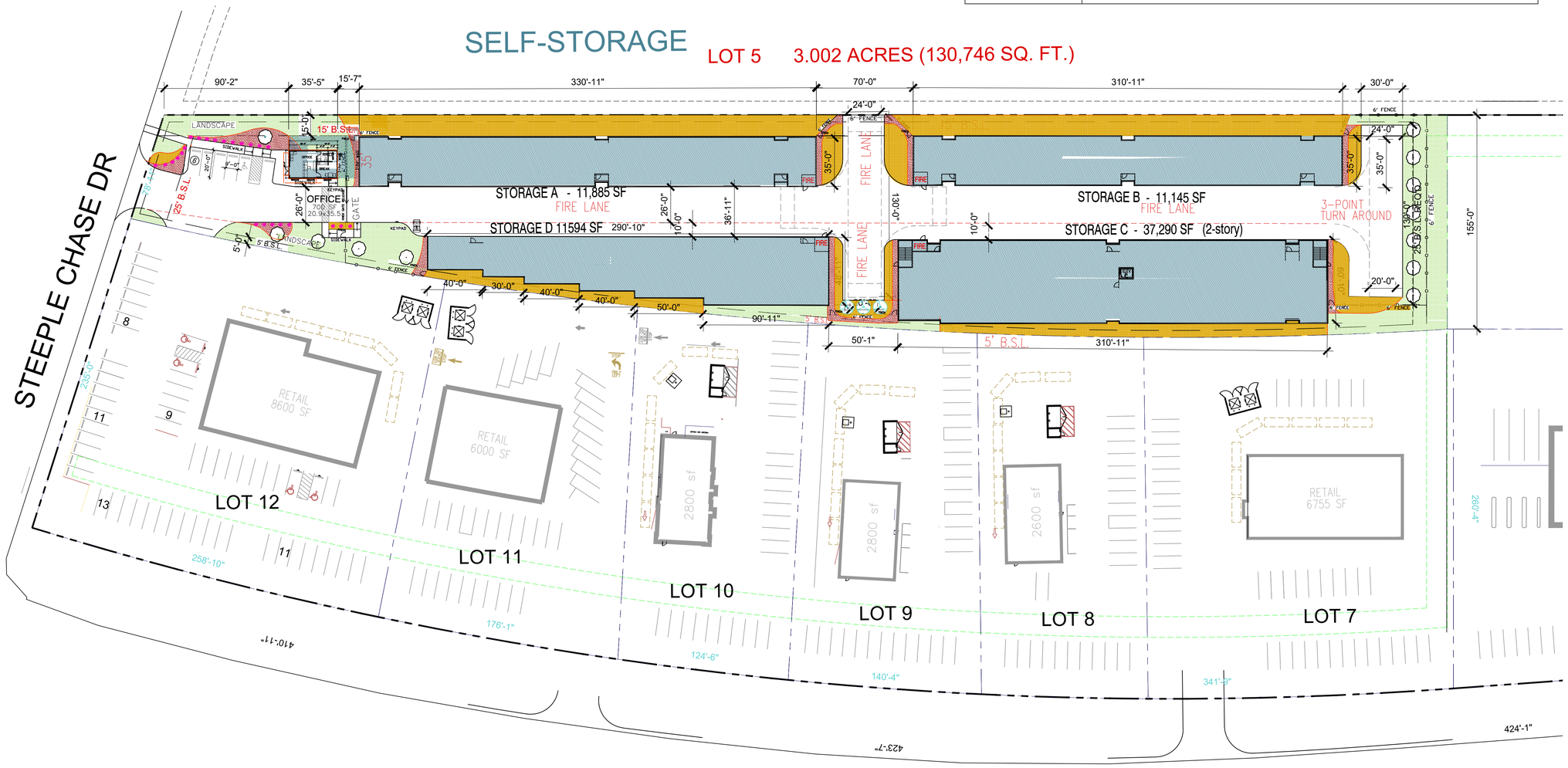
DATE: 11/30/2024
PROJ# 23016
SHEET TITLE: SITE PLAN
SHEET NUMBER: PSP1

EXHIBIT C

LANDSCAPE LEGEND:	
GRAPHIC	ITEM
	TREE 1 LIVE OAK
	TREE 2 LIVE OAK
	SHRUB 1 - SMALL
	GRASS
	GROUND COVER
	DECOMPOSED GRANITE

SELF-STORAGE

LOT 5 3.002 ACRES (130,746 SQ. FT.)



01 PRELIMINARY SITE PLAN

SCALE: 1"=40'-0"

NORTH

MAULDIN ARCHITECTS

MAULDIN ARCHITECTS, PLLC
909 NE LOOP 410, Ste. 636
SAN ANTONIO, TEXAS 78209
PHONE: 210-313-3197
INFO@MAULDINARCHITECTS.COM

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PRELIMINARY
DRAWING - NOT FOR CONSTRUCTION OR REGULATORY APPROVAL

MICHAEL D. MAULDIN
TEXAS #16733

NEW SELF STORAGE
Bearcat Crossing Self Storage
Steeple Chase Drive
Sherman, Texas

REVISIONS:

NO.	DESCRIPTION	DATE

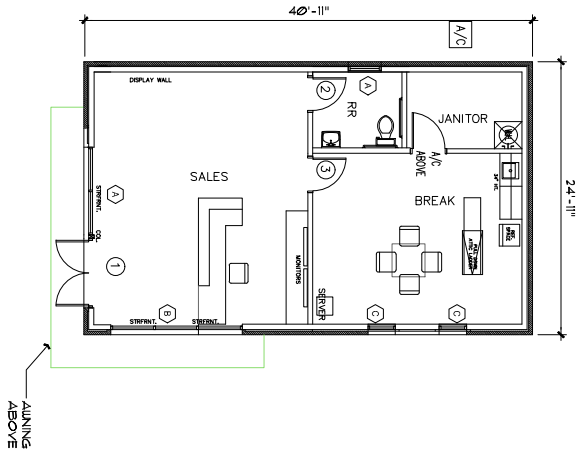
DATE: 12/01/2024

PROJ# 23016

SHEET TITLE: LANDSCAPE PLAN

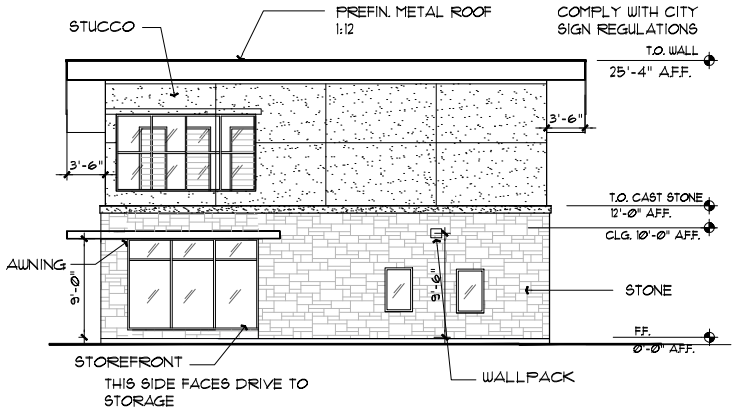
SHEET NUMBER: L1

EXHIBIT D

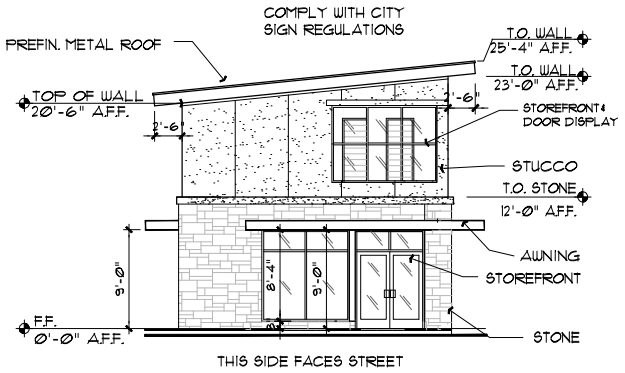


+/-1020 SF FOUNDATION

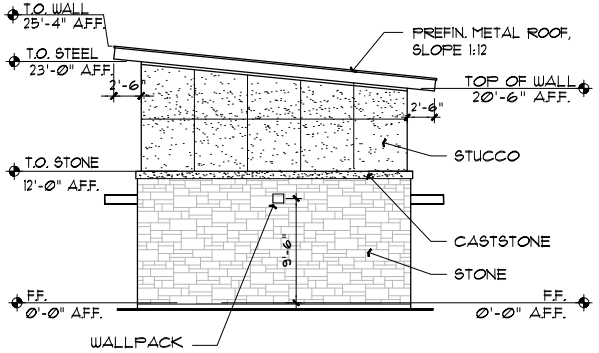
01 FLOOR PLAN
SCALE: 3/16" = 1'-0"



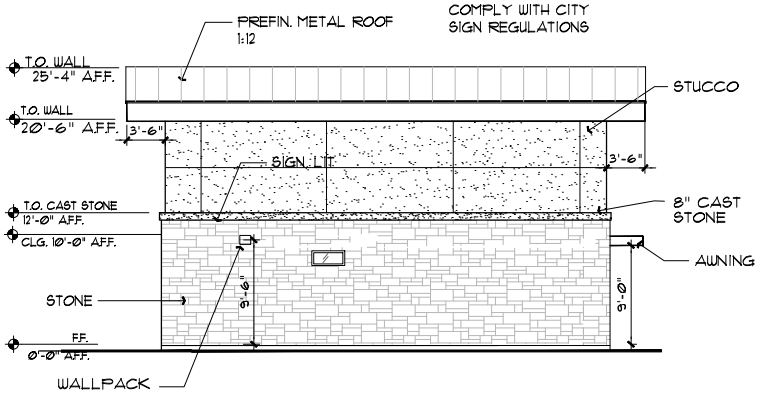
02 SIDE ELEVATION - DRIVE
SCALE: 3/16" = 1'-0"



05 FRONT ELEVATION
SCALE: 3/16" = 1'-0"



04 BACK ELEVATION
SCALE: 3/16" = 1'-0"



03 SIDE ELEVATION
SCALE: 3/16" = 1'-0"

MAULDIN ARCHITECTS
MAULDIN ARCHITECTS, PLLC
8603 CROWNHILL BLVD., #30
SAN ANTONIO, TEXAS 78209
PHONE: 210-313-3197
INFO@MAULDINARCHITECTS.COM

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NEW SELF STORAGE
Bearcat Crossing Self Storage
Steeple Chase Drive
Sherman, Texas

REVISIONS: NO.	DESCRIPTION	DATE

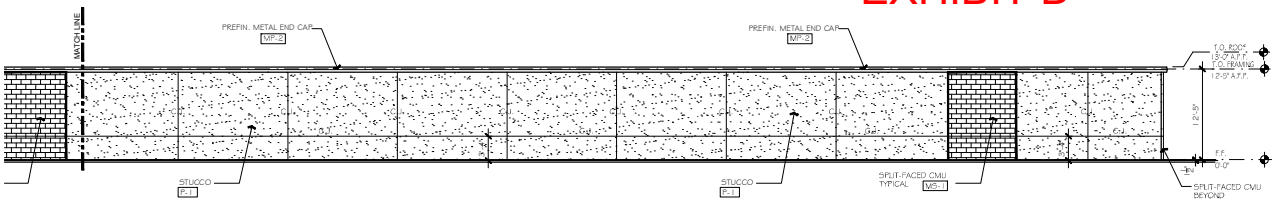
DATE: 05/01/2023
PROJ# 23016
SHEET TITLE: OFFICE PLAN, ELEVATIONS
SHEET NUMBER: A2.0

EXHIBIT D

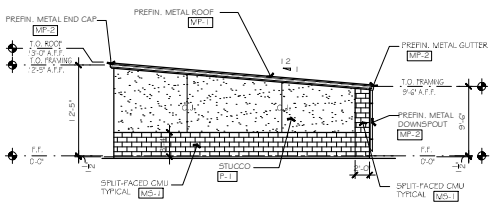
MATERIAL FINISH SCHEDULE

MANUFACTURER OR ARCHITECT APPROVED EQUAL
EXTERIOR COLORS TO MATCH CLIENT'S OTHER LOCATION

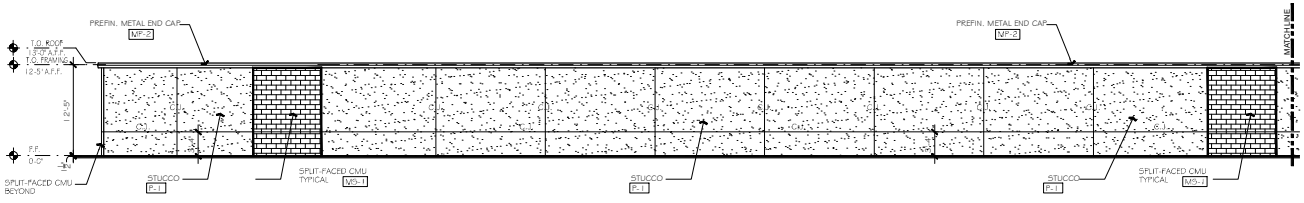
MARK	DESCRIPTION	MANUFACTURER	COLOR #/ NAME
P-1	STUCCO FIELD COLOR, COLOR TO BE APPROVED BY ARCHITECT/ OWNER.	SHERWIN WILLIAMS	LIGHT GRAY
P-2	MAN DOORS AND FRAMES - EXTERIOR COLOR TO BE APPROVED BY ARCHITECT/ OWNER.	SHERWIN WILLIAMS	MATCH A-LERT "ASH GREY"
P-3	MAN DOORS AND FRAMES - INSIDE COLOR TO BE APPROVED BY ARCHITECT/ OWNER.	SHERWIN WILLIAMS	WHITE
MP-1	PREFINISHED MTL. ROOF AND SOFFIT COLOR TO BE APPROVED BY ARCHITECT/ OWNER.	A-LERT	"POLAR WHITE"
MP-2	PREFINISHED MTL. GUTTER, EAVE & DOWNSPOUTS COLOR TO BE APPROVED BY ARCHITECT/ OWNER.	A-LERT	"HAWAIIAN BLUE"
MP-3	OVERHEAD DOORS - COLOR TO BE APPROVED BY ARCHITECT/ OWNER.	JANUS, DBCI	MATCH A-LERT "HAWAIIAN BLUE"
MP-4	PREFINISHED MTL. SOFFIT PANEL COLOR TO BE APPROVED BY ARCHITECT/ OWNER.	A-LERT	"POLAR WHITE"
MP-5	PREFINISHED MTL. WALL PANEL - INTERIOR, DOOR FRAME FLAT HALL WALL PANELS	A-LERT	"ASH GREY"
MS-1	SPLIT-FACED CMU COLOR TO BE APPROVED BY ARCHITECT/ OWNER.	---	LIMESTONE COLOR
		---	CLEAR ANODIZED ALUMINUM



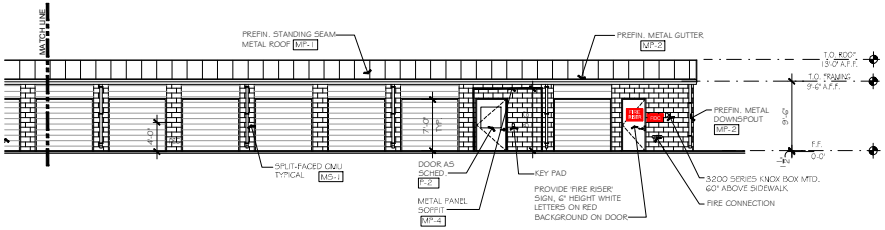
04 EAST ELEVATION - BUILDING "A"
SCALE: 1/8" = 1'-0"



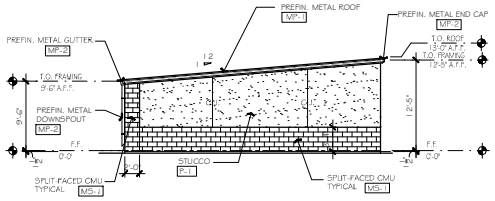
03 NORTH ELEVATION - BUILDING "A" (FACING OFFICE)
SCALE: 1/8" = 1'-0"



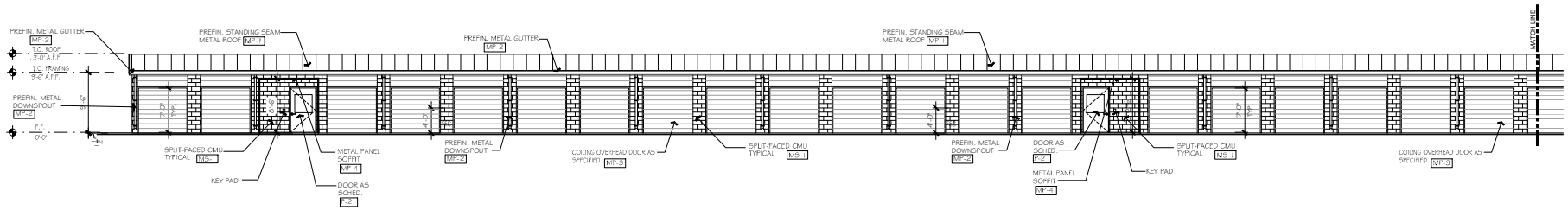
04 EAST ELEVATION - BUILDING "A"
SCALE: 1/8" = 1'-0"



01 WEST ELEVATION - BUILDING "A" (FACING DRIVE & BLDG. "D")
SCALE: 1/8" = 1'-0"



02 SOUTH ELEVATION - BUILDING "A" (FACING DRIVE & BLDG. "B")
SCALE: 1/8" = 1'-0"



01 WEST ELEVATION - BUILDING "A" (FACING DRIVE & BLDG. "D")
SCALE: 1/8" = 1'-0"

MAULDIN ARCHITECTS

MAULDIN ARCHITECTS, PLLC
8603 CROWNHILL BLVD., #30
SAN ANTONIO, TEXAS 78209
PHONE: 210-313-3197
INFO@MAULDINARCHITECTS.COM

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MICHAEL D. MAULDIN
TEXAS #16733

NEW SELF STORAGE
Bearcat Crossing Self Storage
Steeple Chase Drive
Sherman, Texas

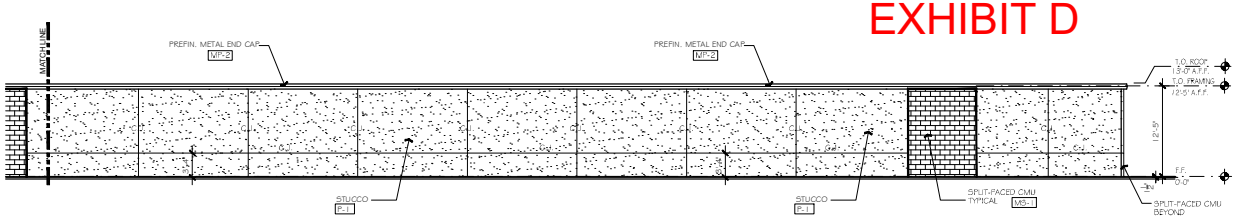
REVISIONS: NO.	DESCRIPTION	DATE

DATE: 05/01/2023
PROJ.# 23016

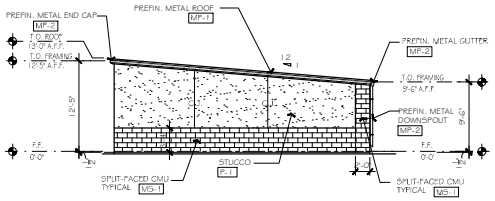
SHEET TITLE:
EXTERIOR ELEVATIONS BUILDING "A"

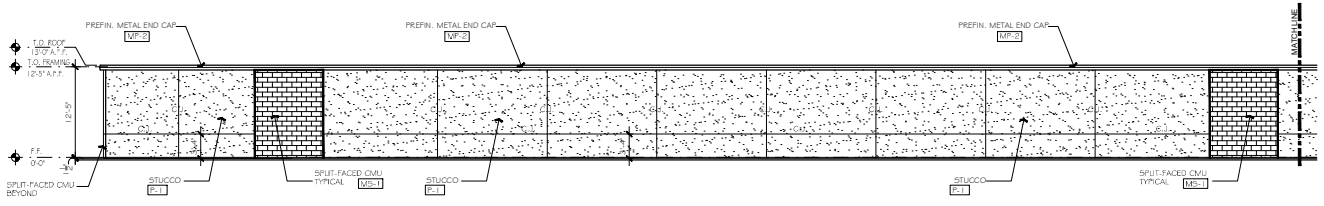
SHEET NUMBER:
A2.1

EXHIBIT D



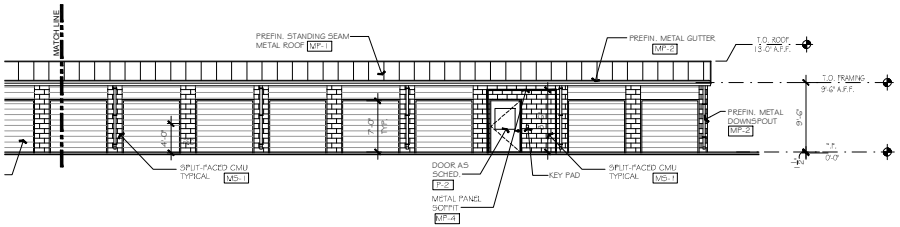
04 EAST ELEVATION - BUILDING "B"
SCALE: 1/8" = 1'-0"

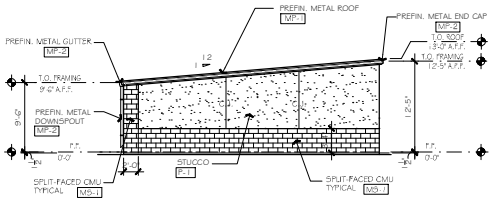




03 NORTH ELEVATION - BUILDING "B" (FACING BLDG. "A")
SCALE: 1/8" = 1'-0"

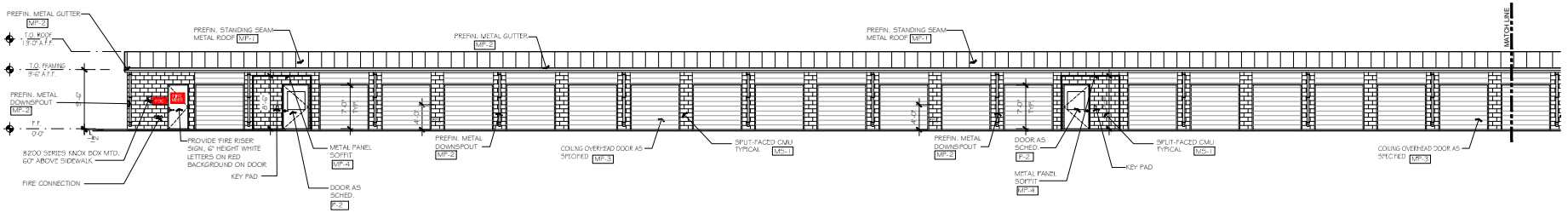
04 EAST ELEVATION - BUILDING "B"
SCALE: 1/8" = 1'-0"





01 WEST ELEVATION - BUILDING "B" (FACING DRIVE & BLDG. "C")
SCALE: 1/8" = 1'-0"

02 SOUTH ELEVATION - BUILDING "B"
SCALE: 1/8" = 1'-0"



01 WEST ELEVATION - BUILDING "B" (FACING DRIVE & BLDG. "C")
SCALE: 1/8" = 1'-0"

MAULDIN ARCHITECTS
MAULDIN ARCHITECTS, PLLC
8603 CROWNHILL BLVD., #30
SAN ANTONIO, TEXAS 78209
PHONE: 210-313-3197
INFO@MAULDINARCHITECTS.COM

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MICHAEL D. MAULDIN
TEXAS #16733

NEW SELF STORAGE
Bearcat Crossing Self Storage
Steeple Chase Drive
Sherman, Texas

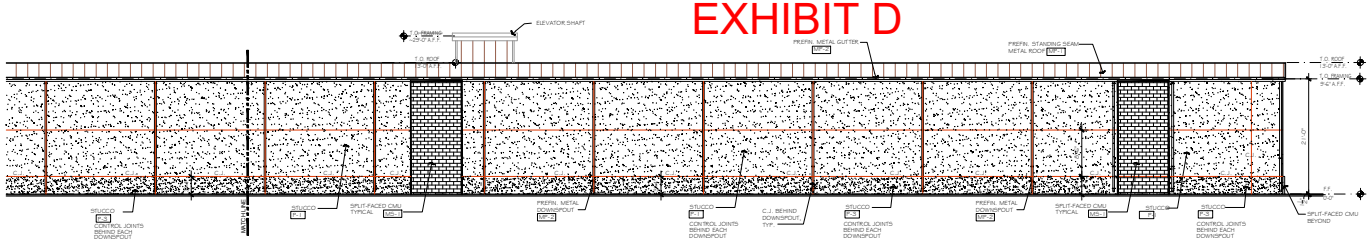
REVISIONS: NO.	DESCRIPTION	DATE

DATE: 05/01/2023
PROJ.# 23016

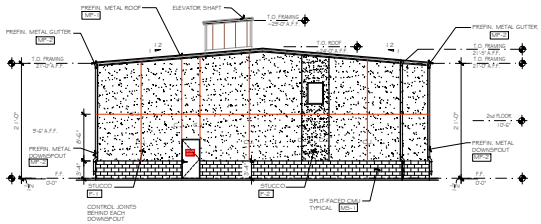
SHEET TITLE:
EXTERIOR ELEVATIONS BUILDING "B"

SHEET NUMBER:
A2.2

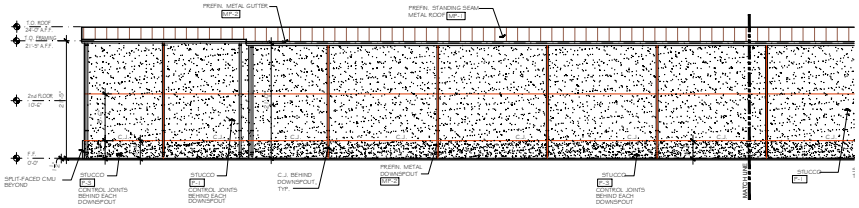
EXHIBIT D



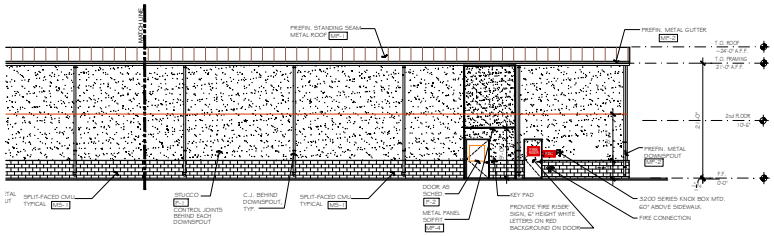
04 WEST ELEVATION - BUILDING "C"
SCALE: 3/32" = 1'-0"



NORTH ELEVATION - BUILDING "C"
03 (FACING BLDG. "D")
SCALE: 3/32" = 1'-0"



04 WEST ELEVATION - BUILDING "C"
SCALE: 3/32" = 1'-0"



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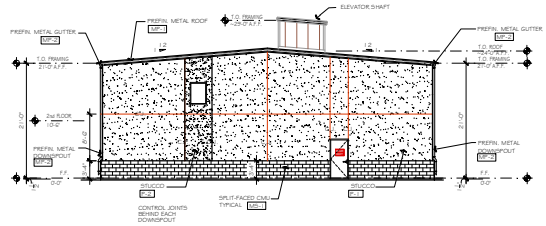
SCALE: 3/32" = 1'-0"



02 SOUTH ELEVATION - BUILDING "C"
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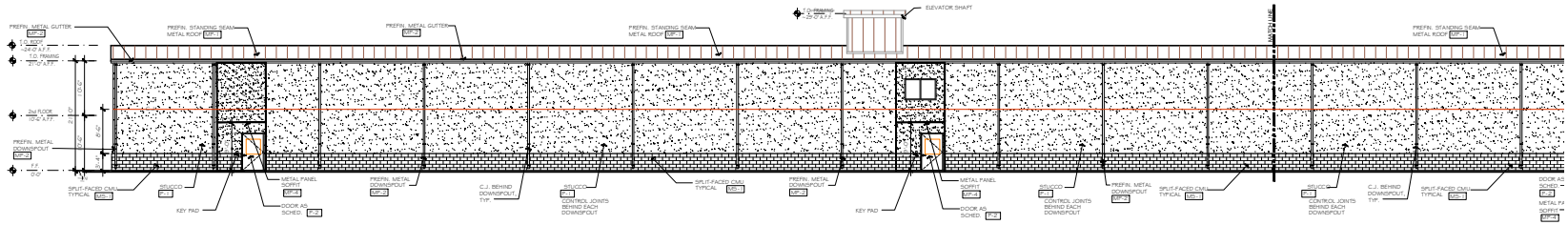

01 EAST ELEVATION - BUILDING "C" (FACING DRIVE & BLDG. "B")
SCALE: 3/32" = 1'-0"

MAULDIN ARCHITECTS
MAULDIN ARCHITECTS, PLLC
909 NE Looop 410, Ste. 636
SAN ANTONIO, TEXAS 78209
PHONE: 210-313-3197
INFO@MAULDINARCHITECTS.COM

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NEW SELF STORAGE
Bearcat Crossing Self Storage
Steeple Chase Drive
Sherman, Texas

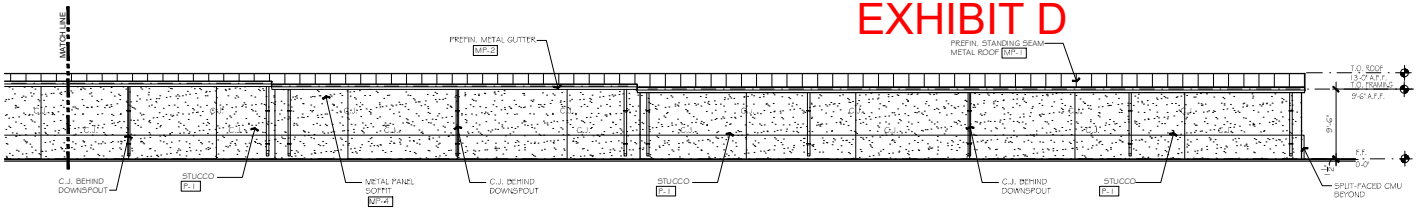
REVISIONS:
NO. DESCRIPTION DATE

DATE: 09/28/2024
PROJ# 23016

SHEET TITLE:
EXTERIOR ELEVATIONS BUILDING "C"

SHEET NUMBER:
A2.3

EXHIBIT D



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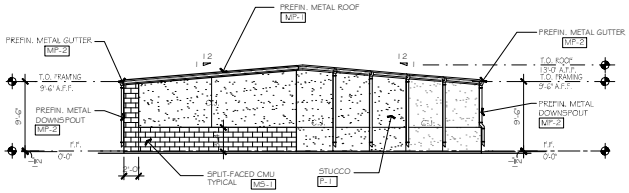

03 NORTH ELEVATION - BUILDING "D"
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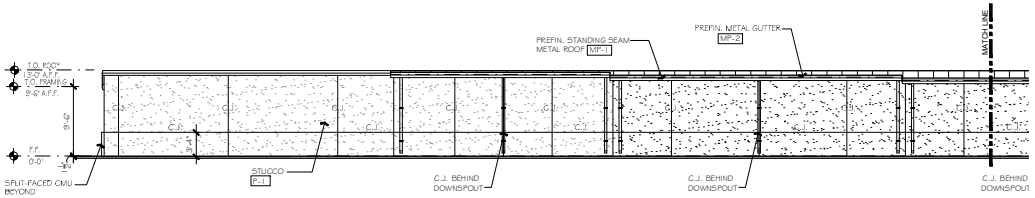
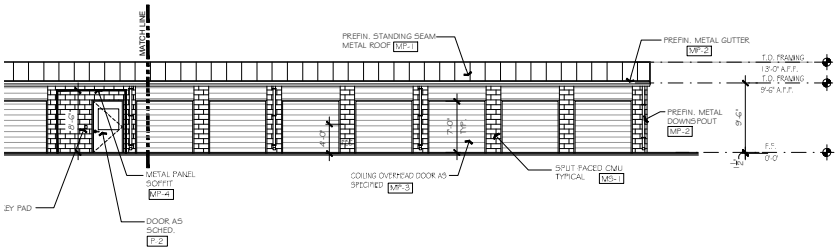
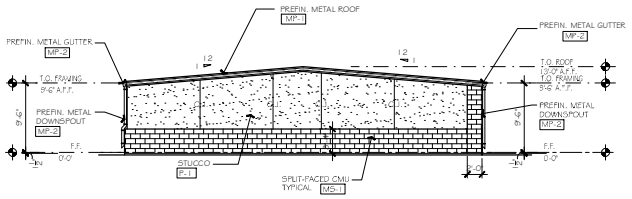


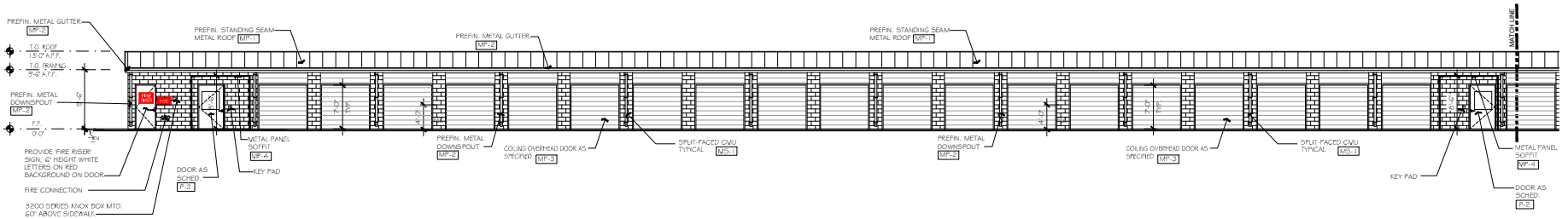
04 WEST ELEVATION - BUILDING "D"
SCALE: 1/8" = 1'-0"



01 EAST ELEVATION - BUILDING "D" (FACING DRIVE & BLDG. "A")
SCALE: 1/8" = 1'-0"



02 SOUTH ELEVATION - BUILDING "D" (FACING DRIVE & BLDG. "C")
SCALE: 1/8" = 1'-0"



01 EAST ELEVATION - BUILDING "D" (FACING DRIVE & BLDG. "A")
SCALE: 1/8" = 1'-0"

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MAULDIN ARCHITECTS, PLLC
8603 CROWNHILL BLVD., #30
SAN ANTONIO, TEXAS 78209
PHONE: 210-313-3197
INFO@MAULDINARCHITECTS.COM

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NEW SELF STORAGE
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Steeple Chase Drive
Sherman, Texas

REVISIONS: NO.	DESCRIPTION	DATE

DATE: 05/01/2023
PROJ# 23016
SHEET TITLE: EXTERIOR ELEVATIONS BUILDING "D"
SHEET NUMBER: A2.4

dlagrone H:\PLANNING\Public Notification KT.aprx

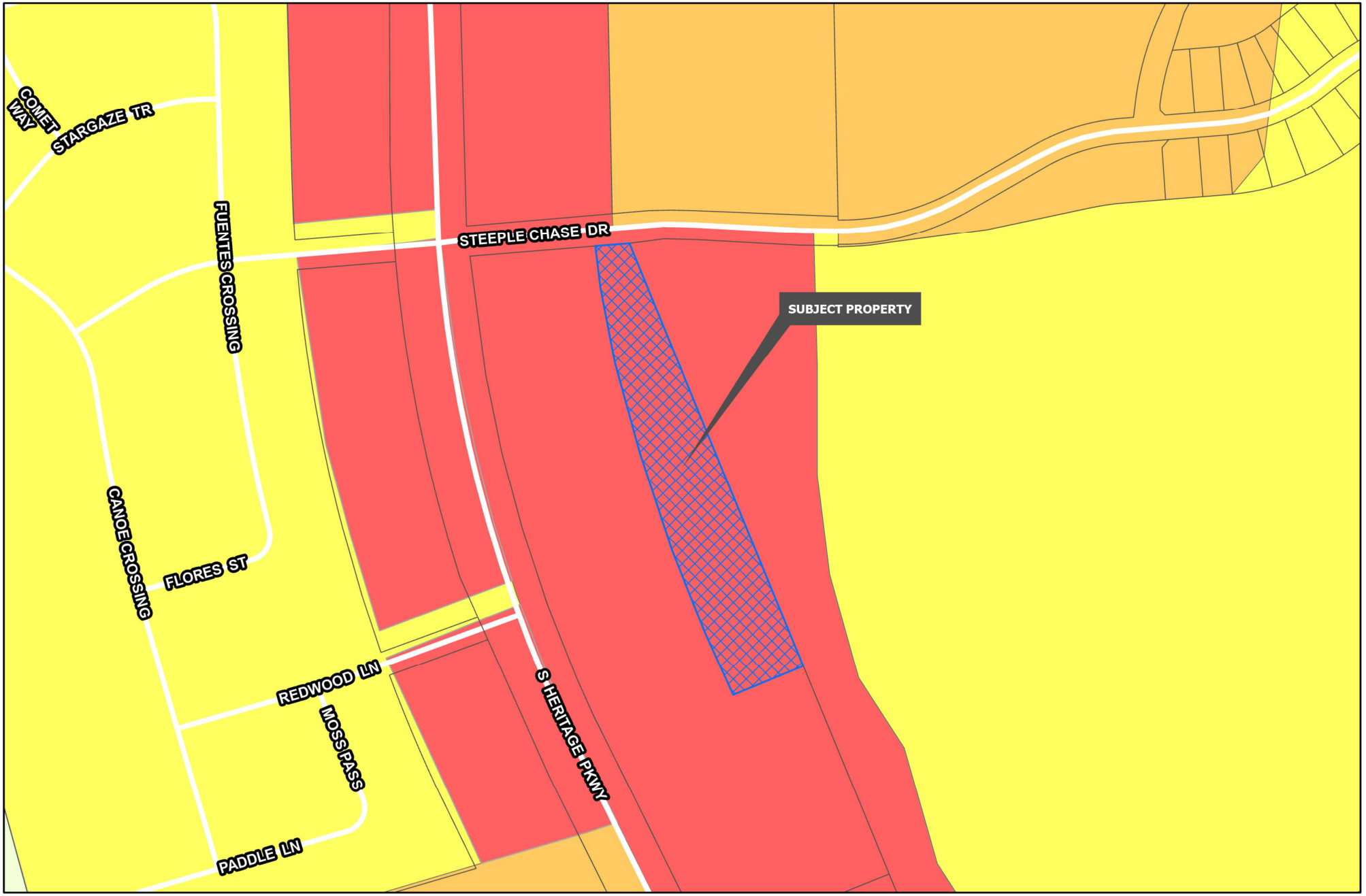
Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

CITY OF SHERMAN
LOCATION MAP
3600 BLK STEEPLE CHASE DR

N
W E
S

Date: 11/8/2024 11:24 AM



Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services Department

- R-A Residential Agricultural
- R-E Estate Residential
- R-12 Single Family Residential
- R-6 Single Family Residential
- R-5 Single Family Residential
- R-4 Patio Home Residential
- R-2F Duplex Residential
- R-TH Townhome Residential
- MF-15 Multi-Family Residential
- MF-30 Multi-Family Residential
- MH Manufactured Housing
- C-N Neighborhood Commercial
- C-O Office
- C-1 Retail Business
- C-2 General Commercial
- M-1 Light Manufacturing
- M-1.5 Medium Manufacturing
- M-2 Heavy Manufacturing
- PD Planned Development

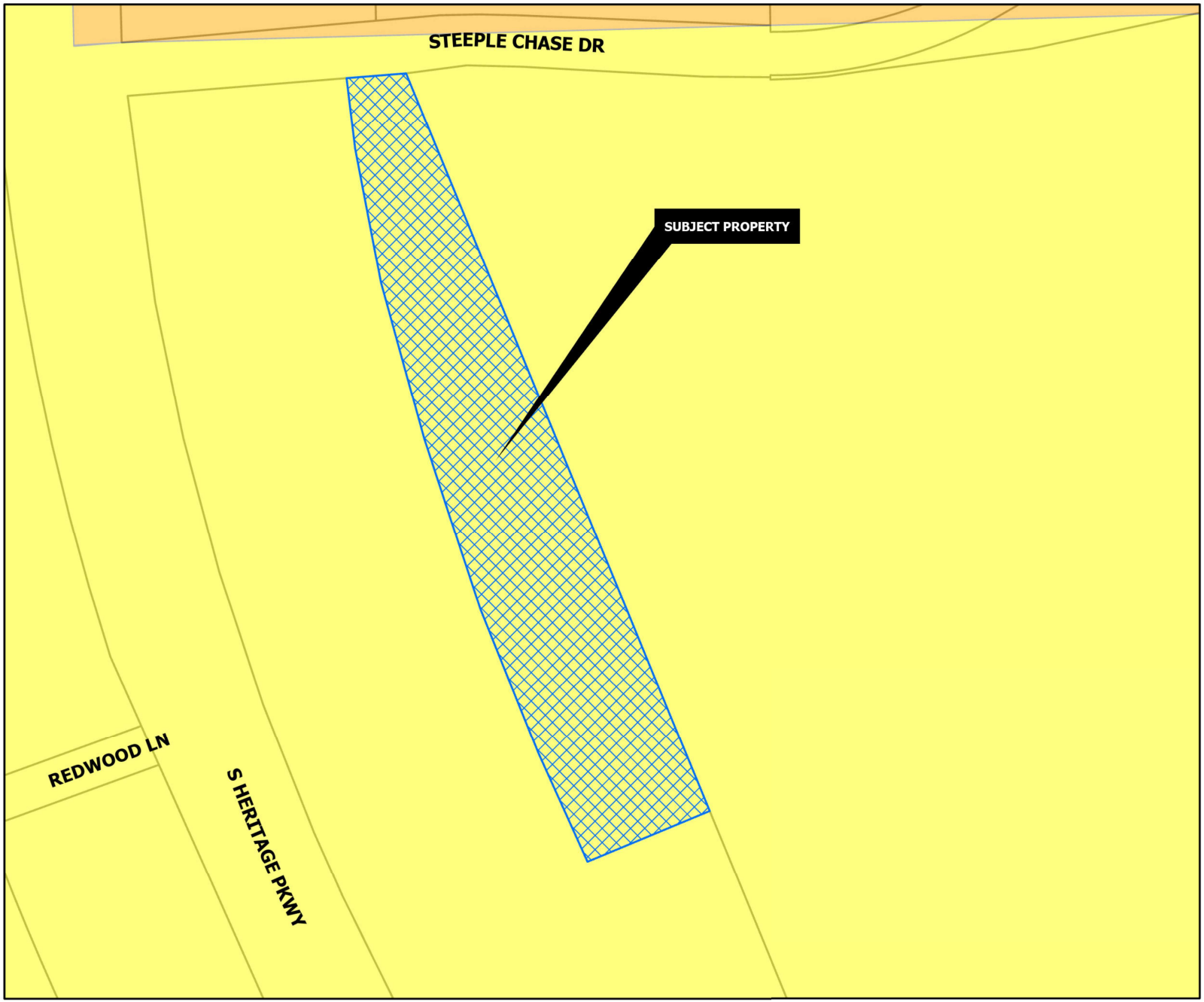
Road Names All

Planning & Zoning

CITY OF SHERMAN
ZONING MAP
3600 BLK STEEPLE CHASE DR

N
W E
S

Date: 10/8/2024 1:24:27



SUBURBAN NEIGHBORHOOD

Intent & Character

The Suburban Neighborhood category is intended to allow primarily single-family detached in a "complete neighborhood" setting. New subdivisions should include a mix of housing products and lot sizes. Areas of supporting local commercial should be integrated into the neighborhoods, primarily along major streets near the entrance of neighborhoods. Community amenities such as parks, trails, open spaces, and civic uses should also be included in the creation of new subdivisions. This category gives flexibility for the creation of master-planned neighborhoods that are compatible with the surrounding area.

Appropriate Land Use Types

- Single-family detached (primary land use type)
- Single-family attached (duplexes and townhomes)
- Local/neighborhood commercial and office
- Parks and open space
- Schools and civic uses

Compatible Zoning Districts

- Estate Residential
- Single-Family Residential (R-12, R-6, R-5, and R-4)
- Multi-Family Residential (MF-15 and MF-30)
- Manufactured Housing
- Neighborhood Commercial
- Planned Development

Considerations

- Street connections to existing and future developments.
- Smaller lots and denser development can serve as a transition from the local commercial areas.

Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services Department

- Agriculture/Rural
- Airport
- City Parkland
- Community Commercial
- Core Neighborhood
- Downtown
- Regional Commercial
- Suburban Neighborhood
- Technology Hub
- Planning & Zoning

CITY OF SHERMAN
FUTURE LAND USE MAP
3600 BLK STEEPLE CHASE DR

N W E S

Date: 11/8/2024 11:27 AM

Marlow, Lauren

From: Planning
Subject: RE: Zoning and Development Applications

From: Jeremy Gray
Sent: Monday, November 25, 2024 11:06 AM
To: Planning
Cc: Planning; Jim Lee
Subject: Re: Zoning and Development Applications

Attached is the photo of the sign installed on site.

Jeremy A. Gray
Gray & Co. Real Estate
4300 MacArthur Ave. Ste. 175
Dallas, TX 75209

Sherman Specific Use Permit, Site Plan, & Variance

November 4, 2024

RE: Regarding Lot 4 Block 1 of the Bearcat Crossing Addition

1. Request to amend the current Specific Use Permit (Ordinance 6605) by approving the revised preliminary site plan and building elevations. The difference between the revised preliminary site plan and the previously approved preliminary site plan is the revised site plan has additional square footage in Building C as a second floor was added, shown in the updated building elevation drawings.

2. Request a variance to the Floor Area Ratio requirement to allow for a Floor Area Ratio higher than .50.

ORDINANCE NO. 6605

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, AND GRANTING A SPECIFIC USE PERMIT TO ALLOW A MINI-WAREHOUSE IN A C-1 (RETAIL BUSINESS) DISTRICT/FM HIGHWAY 1417 OVERLAY DISTRICT, LOCATED IN THE 3600 BLOCK STEEPLE CHASE DRIVE, CONSISTING OF 3.002 ACRES, IN THE ELIZABETH JONES SURVEY, ABSTRACT NO. 625 AND BEING LOT 5, BLOCK 1 OF BEARCAT CROSSING ADDITION, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS (JEFF HARKINSON, BEARCAT CROSSING, LTD., OWNER; JEREMY GRAY, REPRESENTATIVE; AND A&W SURVEYORS, SURVEYOR); PRESCRIBING CONDITIONS TO THE SPECIFIC USE PERMIT; PROVIDING A PENALTY NOT TO EXCEED $2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW

WHEREAS, the City Planning and Zoning Commission and the City Council, in accordance with the state law and the ordinances of the City of Sherman, have given the required notices and have held the required public hearings regarding this Specific Use Permit; and

WHEREAS, the City Council finds that this use will complement or be compatible with the surrounding uses and community facilities; contribute to, enhance, or promote the welfare of the area of request and adjacent properties; not be detrimental to the public health, safety, or general welfare; and conform in all other respects to all applicable zoning regulations and standards; and

WHEREAS, the City Council finds that it is in the public interest to grant this Specific Use Permit, subject to certain conditions.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS:

SECTION 1. That, from and after the effective date of this Ordinance, the property located at 3600 Block Steeple Chase Drive, City of Sherman, Grayson County, Texas is/are granted a Specific Use Permit to a Mini-warehouse, subject to the conditions described in this Ordinance and that Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14 is hereby amended so as to hereafter include property highlighted in green on **Exhibit A – Survey**.

SECTION 2. That this Specific Use Permit is granted on the following conditions:

Zoning:

1. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's Zoning Ordinance/Code of Ordinance Chapter 14.
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal (903.892.7267). *(Code of Ordinances Chapter 3.02(c))*
3. Fence Permits shall be permitted separately from the building permit and must adhere to the City's Zoning Ordinance/Code of Ordinance Chapter 14. *(Sec. 14.04.004 & 14.03.002)*
4. Sign Permits shall be permitted separately from the building permit and must adhere to the City's Zoning Ordinance/Code of Ordinance Chapter 14. *(Article 14.07 & 14.03.002)*
5. Impact fees will be required at the time of building permit application. *(Chapter 13, Article. 13.11)*
6. A Specific Use Permit is an amendment to the district regulations of the Zoning Ordinance that permits the establishment of a specific use within a zoning district in which such specific use may be established unless such use of land or structure is discontinued or abandoned for a period of thirty (30) consecutive days in which event such Specific Use Permit shall be void and such use may not thereafter be resumed unless a new Specific Use Permit is granted in accordance with this section. *(Chapter 14, Sec. 14.06.009 (a)(1)(C))*
7. The approval of a Site Plan shall be effective for a period of two (2) years from the date of approval, at the end of which time the Site Plan shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Site Plan was approved.
8. Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

Additional Conditions:

9. The property shall be developed and used in accordance with all City Ordinances and the Site Plan shown in **Exhibit B.**
10. The property shall be developed and used in accordance with the Landscape Plan show in **Exhibit C.**

City Council conditions:

11. The exterior perimeter walls shall be masonry with complimentary colors with Sherman High School.

SECTION 3. That this Ordinance shall be entered upon the official zoning map as provided in Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14, Section 14.01.002.

SECTION 4. That after holding a properly noticed public hearing, the City Council may amend, change, or rescind the Specific Use Permit if any of the conditions set forth in Zoning Ordinance/Code of Ordinances Chapter 14, Section 14.06.009(1)(g), apply or exist.

SECTION 5. That the Specific Use Permit shall be effective from and after the effective date of this Ordinance. Upon termination of the Specific Use Permit, the property shall cease to

be used as provided herein unless another Specific Use Permit or appropriate zoning has been obtained.

SECTION 6. That it shall be unlawful for any person to make use of the property in some manner other than as authorized by this Ordinance, and it shall be unlawful for any person to construct on the property any building that is not in conformity with the permissible uses under this Ordinance. Any person violating any provision of this Ordinance or the Zoning Ordinance, as they exist or may be amended, shall be deemed guilty of a misdemeanor, and on conviction thereof, shall be fined in an amount not exceeding TWO THOUSAND AND NO/100 DOLLARS ($2,000.00). A violation of any provision of this Ordinance shall constitute a separate violation for each calendar day in which it occurs. The penal provisions imposed under this Ordinance shall not preclude the City from filing suit to enjoin the violation. The City retains all legal rights and remedies available to it pursuant to local, state, and federal law.

SECTION 7. That the Zoning Ordinance shall remain in full force and effect, save and except as amended by this or any other ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict, but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 8. That in the event any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional and/or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, regardless of whether any one or more sections, subsections, sentences, clauses or phrases is declared unconstitutional and/or invalid.

SECTION 9. That it is hereby officially found and determined that the meetings at which this Ordinance was introduced and passed were open to the public and that public notice of the time, place and purpose of said meetings were given all as required by law.

SECTION 10. That this Ordinance shall become effective from and after its adoption and publication as required by law and the City Charter.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS.

INTRODUCED on this the 26th day of June 2023.

ADOPTED on this the 26th day of June 2023.

EFFECTIVE DATE on this the 26th day of June 2023.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

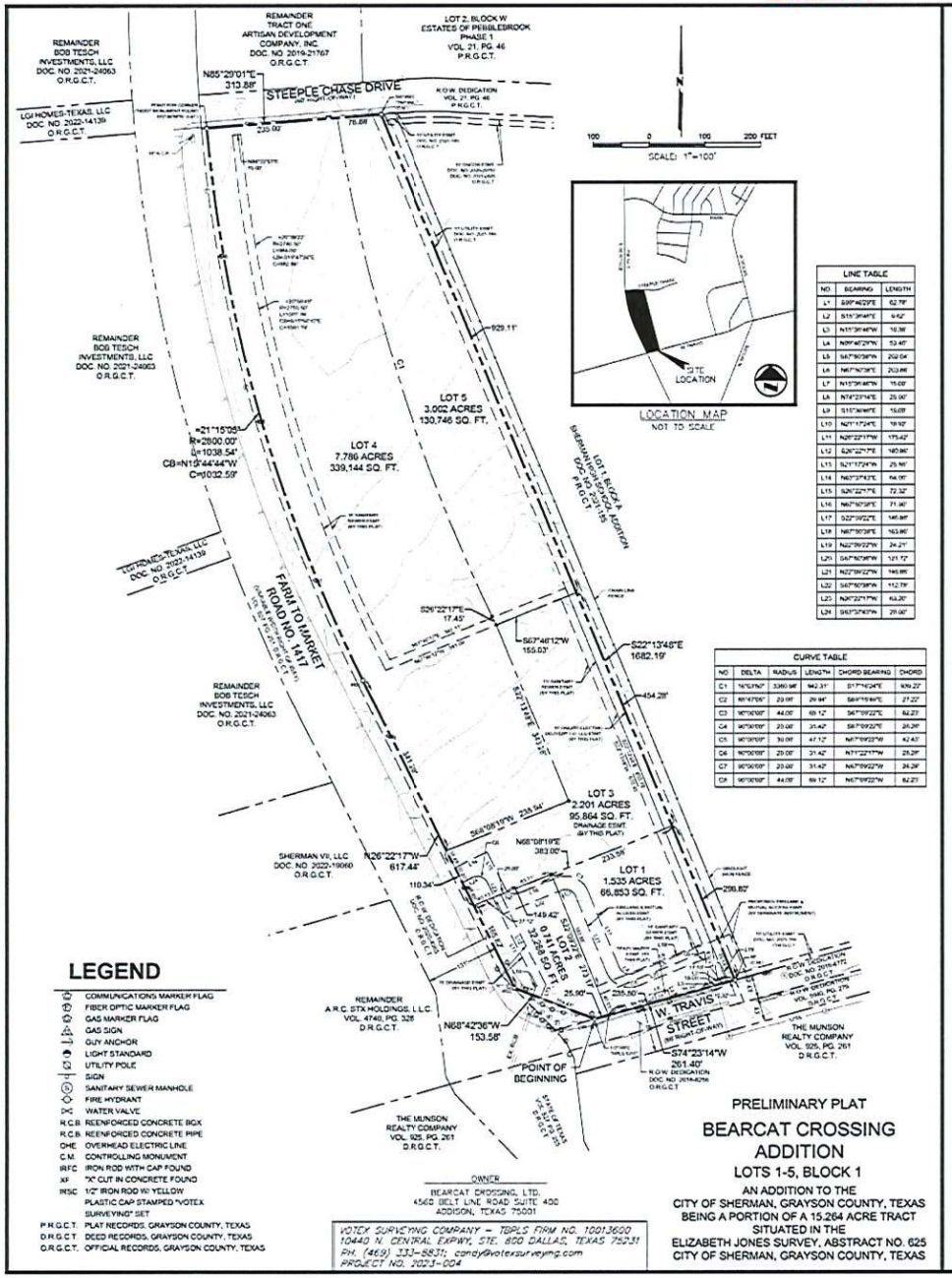
ATTEST:

BY: Linda Ashby
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM:
THE LAW FIRM OF ABERNATHY,
ROEDER, BOYD & HULLETT, P.C.

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

EXHIBIT A



LINE TABLE		
NO.	BEARING	LENGTH
L1	S89°46'23"E	62.78'
L2	S15°39'44"E	9.42'
L3	N15°39'44"W	10.38'
L4	N89°46'23"W	53.46'
L5	S67°56'38"W	232.04'
L6	N67°56'38"E	253.66'
L7	N15°39'44"W	15.00'
L8	N74°23'14"E	25.90'
L9	S15°39'44"E	15.00'
L10	N21°17'24"E	19.92'
L11	N26°22'17"W	175.42'
L12	S26°22'17"E	160.86'
L13	N21°17'24"E	25.90'
L14	N63°37'43"E	64.00'
L15	S26°22'17"E	72.32'
L16	N67°56'38"E	71.90'
L17	S22°09'22"E	146.84'
L18	N67°56'38"E	163.90'
L19	N22°09'22"W	24.21'
L20	S67°56'38"W	121.72'
L21	N22°09'22"W	146.66'
L22	S67°56'38"W	112.79'
L23	N26°22'17"W	63.20'
L24	S63°37'43"W	29.00'

CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	16°57'57"	3360.98'	942.31'	S17°14'24"E	939.23'
C2	89°47'05"	20.00'	29.94'	S89°15'44"E	27.22'
C3	90°00'00"	44.00'	69.12'	S67°09'22"E	62.23'
C4	90°00'00"	20.00'	31.42'	S67°09'22"E	28.28'
C5	90°00'00"	30.00'	47.12'	N67°09'22"W	42.43'
C6	90°00'00"	20.00'	31.42'	N71°22'17"W	28.28'
C7	90°00'00"	20.00'	31.42'	N67°09'22"W	28.28'
C8	90°00'00"	44.00'	69.12'	N67°09'22"W	62.23'

LEGEND

COMM	COMMUNICATIONS MARKER FLAG
FO	FIBER OPTIC MARKER FLAG
GAS	GAS MARKER FLAG
	GAS SIGN
	GUY ANCHOR
	LIGHT STANDARD
	UTILITY POLE
	SIGN
S	SANITARY SEWER MANHOLE
	FIRE HYDRANT
WV	WATER VALVE
R.C.B.	REINFORCED CONCRETE BOX
R.C.P.	REINFORCED CONCRETE PIPE
OHE	OVERHEAD ELECTRIC LINE
C.M.	CONTROLLING MONUMENT
IRFC	IRON ROD WITH CAP FOUND
XF	"X" CUT IN CONCRETE FOUND
IRSC	1/2" IRON ROD W/ YELLOW PLASTIC CAP STAMPED "VOTEX SURVEYING" SET
P.R.G.C.T.	PLAT RECORDS, GRAYSON COUNTY, TEXAS
D.R.G.C.T.	DEED RECORDS, GRAYSON COUNTY, TEXAS
O.R.G.C.T.	OFFICIAL RECORDS, GRAYSON COUNTY, TEXAS

OWNER
BEARCAT CROSSING, LTD.
4560 BELT LINE ROAD SUITE 400
ADDISON, TEXAS 75001

VOTEX SURVEYING COMPANY – TBPLS FIRM NO. 10013600
10440 N. CENTRAL EXPWY, STE. 800 DALLAS, TEXAS 75231
PH. (469) 333-8831; candy@votexsurveying.com
PROJECT NO. 2023-004

PRELIMINARY PLAT
BEARCAT CROSSING ADDITION
LOTS 1-5, BLOCK 1
AN ADDITION TO THE CITY OF SHERMAN, GRAYSON COUNTY, TEXAS
BEING A PORTION OF A 15.264 ACRE TRACT SITUATED IN THE ELIZABETH JONES SURVEY, ABSTRACT NO. 625 CITY OF SHERMAN, GRAYSON COUNTY, TEXAS

OWNER'S CERTIFICATE

STATE OF TEXAS §
COUNTY OF GRAYSON §

WHEREAS Bearcat Crossing, Ltd. are the owners of a tract of land situated in the Elizabeth Jones Survey, Abstract No. 625, City of Sherman, Grayson County, Texas and being all of that tract of land conveyed to Bearcat Crossing, Ltd. by Special Warranty Deed recorded in Instrument No. 2021-31222 of the Official Records of Grayson County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod with yellow plastic cap stamped RPLS 5310" found at the east corner of a right-of-way corner clip at the intersection of the northwest right-of-way line of West Travis Street (an 80-foot wide right-of-way) and the northeast right-of-way line of Farm to Market Road 1417 (a variable width right-of-way), same being the easternmost southwest corner of said Bearcat Crossing, Ltd. tract;

THENCE N 86°42'36" W, with said right-of-way corner clip, a distance of 153.58 feet to a 1/2-inch iron rod with yellow plastic cap stamped "VOTEX SURVEYING" set for corner in said northeast right-of-way line of F.M. 1417;

THENCE with said northeast right-of-way line of F.M. 1417, the following courses and distances,

N 26°22'17" W, a distance of 617.44 feet to a 1/2-inch iron rod with yellow plastic cap stamped "VOTEX SURVEYING" set at the beginning of a tangent curve to the right;

in a northwesterly direction, with said curve to the right, having a central angle of 21°15'05" E, a radius of 2800.00 feet, a chord that bears N 15°44'44" W, a distance of 1032.59 feet and an arc length of 1038.54 feet to a point for corner at the intersection of said northeast right-of-way line with the south right-of-way line of Steeple Chase Drive (a 80-foot wide right-of-way), from which a TXDOT monument found bears S 62°48'36" W, a distance of 0.41 feet;

THENCE N 85°29'01" E, departing said northeast right-of-way line of F.M. 1417 and along said south right-of-way line of Steeple Chase Drive, a distance of 313.88 feet to a 1/2-inch iron rod with yellow plastic cap stamped "TNP INC." found at the northwest corner of Lot 1, Block A, Sherman High School Addition, an addition to the City of Sherman, Texas, according to the plat thereof recorded in Document No. 2021-185, Plat Records, Grayson County, Texas;

THENCE S 22°13'48" E, along the southwest line of said Lot 1, a distance of 1682.19 feet to an "X" cut in concrete found for corner in said northwest right-of-way line of W. Travis Street;

THENCE S 74°23'14" W, along said northwest right-of-way line of W. Travis Street, a distance of 261.40 feet to the **POINT OF BEGINNING** and containing 664,895 square feet or 15.264 acres of land, more or less.

OWNER'S CERTIFICATE OF DEDICATION

That BEARCAT CROSSING, LTD., acting by and through its duly authorized agent, does hereby adopt this plat designating the herein described real property as BEARCAT CROSSING ADDITION, an addition to the City of Sherman, Grayson County, Texas. Being 15.264 acres situated in and being a portion of the Elizabeth Jones Survey, Abstract No. 625, City of Sherman, Grayson County, Texas and does hereby dedicate to the public's use forever, the streets, alleys, parks, right-of-ways, school sites and other public places, easements shown thereon.

WITNESS, my hand at _____ _____ County, Texas, this __ day of _____, 2023.

BEARCAT CROSSING, LTD.

By _____
NAME, TITLE

STATE OF TEXAS §
COUNTY OF GRAYSON §

Before me, the undersigned authority, a Notary Public in and for the County and State on this day personally appeared NAME, TITLE, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this ____ day of _____, 2023.

_____
Notary Public, State of Texas

_____
My Commission Expires On:

NOTES:

1. THE BASIS OF BEARINGS FOR THIS SURVEY IS THE STATE PLANE COORDINATE SYSTEM, NORTH TEXAS CENTRAL ZONE 4202, NORTH AMERICAN DATUM OF 1983. ADJUSTMENT REALIZATION 2011.

2. THE PURPOSE OF THIS PLAT IS TO ESTABLISH 4 LOTS FROM AN UNPLATTED TRACT.

3. NO PORTION OF THE SUBJECT PROPERTY LIES WITHIN ANY AREA OF THE 100-YEAR FLOOD ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP NO. 48085I 0400G, REVISED DATE SEPTEMBER 1, 2022. PROPERTY IS LOCATED IN "ZONE X" OTHER AREAS: AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.

SURVEYOR'S STATEMENT

I, Candy Hone, a Registered Professional Land Surveyor, licensed by the State of Texas, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments shown thereon were properly placed under my personal supervision in accordance with the subdivision regulations of the City of Sherman, Texas.

Dated this the _____ day of _____, 2023.

PRELIMINARY
RELEASED 2/14/2023 FOR REVIEW PURPOSES ONLY. THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT.

_____
Candy Hone, Registered Professional Land Surveyor, No. 5867
Votex Surveying Company - Firm No. 10013600 - (469) 333-8831

STATE OF TEXAS §
COUNTY OF DALLAS §

Before me, the undersigned, a Notary Public in and for the County and State on this day personally appeared Candy Hone, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purpose and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ of _____, 2023.

_____
Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF GRAYSON §

Approved this _____ day of _____, 2023, by the City Planning and Zoning Commission of the City of Sherman, Texas.

_____ _____
Chairman Secretary

Accepted by the City Council of the City of Sherman.

_____
Mayor Date

The undersigned, the City Clerk of the City of Sherman, hereby certifies that the foregoing final plat of BEARCAT CROSSING ADDITION the City of Sherman was submitted to the City Council on the ____ day of _____, 2023, and the City Council by formal action then and there accepted the dedication of streets, alleys, easements, and public places, as shown and set forth in and upon said map or plat, and said City Council further authorized the May to not the acceptance thereof by signing his name as hereinabove subscribed.

Witness my hand this ___ day of _____, A.D. 2023.

_____
City Clerk, City of Sherman, Texas

OWNER
BEARCAT CROSSING, LTD.
4560 BELT LINE ROAD SUITE 400
ADDISON, TEXAS 75001

VOTEX SURVEYING COMPANY – TBPLS FIRM NO. 10013600
10440 N. CENTRAL EXPWY, STE. 800 DALLAS, TEXAS 75231
PH. (469) 333-8831; candy@votexsurveying.com
PROJECT NO. 2023-004

PRELIMINARY PLAT
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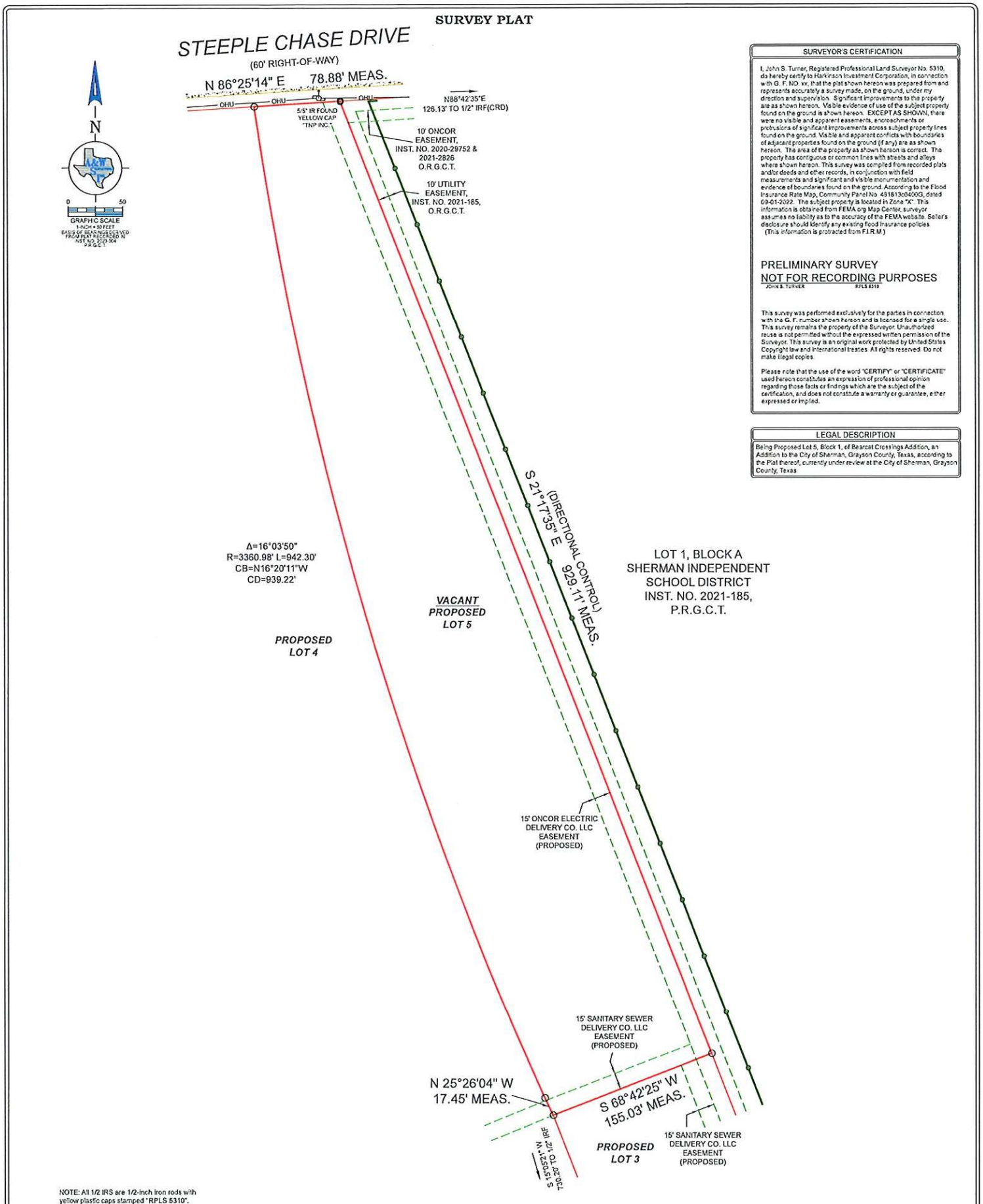
LOTS 1-5, BLOCK 1
AN ADDITION TO THE CITY OF SHERMAN, GRAYSON COUNTY, TEXAS
BEING A PORTION OF A 15.264 ACRE TRACT SITUATED IN THE ELIZABETH JONES SURVEY, ABSTRACT NO. 625 CITY OF SHERMAN, GRAYSON COUNTY, TEXAS

SURVEY PLAT



SURVEYOR'S CERTIFICATION

I, John S. Turner, Registered Professional Land Surveyor No. 5310, do hereby certify to Harkinson Investment Corporation, in connection with G. F. NO. xx, that the plat shown hereon was prepared from and represents accurately a survey made, on the ground, under my direction and supervision. Significant improvements to the property are as shown hereon. Visible evidence of use of the subject property found on the ground is shown hereon. EXCEPT AS SHOWN, there were no visible and apparent easements, encroachments or protrusions of significant improvements across subject property lines found on the ground. Visible and apparent conflicts with boundaries of adjacent properties found on the ground (if any) are as shown hereon. The area of the property as shown hereon is correct. The property has contiguous or common lines with streets and alleys where shown hereon. This survey was compiled from recorded plats and/or deeds and other records, in conjunction with field measurements and significant and visible monumentation and evidence of boundaries found on the ground. According to the Flood Insurance Rate Map, Community Panel No. 48181C0400G, dated 09-01-2022. The subject property is located in Zone "X". This information is obtained from FEMA.org Map Center, surveyor assumes no liability as to the accuracy of the FEMA website. Seller's disclosure should identify any existing flood insurance policies (This information is protracted from F.I.R.M.)

PRELIMINARY SURVEY
NOT FOR RECORDING PURPOSES
JOHN S. TURNER RPLS 5310

This survey was performed exclusively for the parties in connection with the G. F. number shown hereon and is licensed for a single use. This survey remains the property of the Surveyor. Unauthorized reuse is not permitted without the expressed written permission of the Surveyor. This survey is an original work protected by United States Copyright law and International treaties. All rights reserved. Do not make illegal copies.

Please note that the use of the word "CERTIFY" or "CERTIFICATE" used hereon constitutes an expression of professional opinion regarding those facts or findings which are the subject of the certification, and does not constitute a warranty or guarantee, either expressed or implied.

LEGAL DESCRIPTION

Being Proposed Lot 5, Block 1, of Bearcat Crossings Addition, an Addition to the City of Sherman, Grayson County, Texas, according to the Plat thereof, currently under review at the City of Sherman, Grayson County, Texas

NOTE: All 1/2 IRS are 1/2-inch iron rods with yellow plastic caps stamped "RPLS 5310". CRD = Corner of Record Dignity

LEGEND

1/2" IR FOUND	IR FOUND	TELE BOX	UTILITY POLE	OVERHEAD UTILITY LINE	BRICK RET WALL	CONCRETE
1/2" IR SET	IR SET	CABLE BOX	WATER METER	BUY WIRE ANCHOR	STONE RET WALL	GRAVEL
3/8" IR FOUND	SAN. SEW. MH	BOLLARD POST	GAS METER	BARBED WIRE FENCE	BUILDING LINE	BRICK
3/8" IR FOUND	IRRIGATION VALVE	BRICK COLUMN	A.C. PAD	IRON FENCE	EASEMENT	STONE
60D NAIL FOUND	WATER VALVE	STONE COLUMN	TRANS. BOX	CHAIN LINK FENCE	BOUNDARY	WOOD DECK
PK NAIL SET	FIRE HYDRANT	STORM DRAIN MH		WOOD FENCE	HIGH BANK LINE	BUILDING WALL
1/2" IP FOUND	LIGHT POLE	GAS SERV. ED	POOL EQUIP.	ASPHALT	COVERED AREA	TILE

STEEPLE CHASE DRIVE

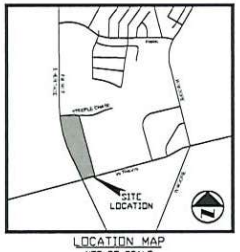
GRAYSON, TEXAS

A&W SURVEYORS, INC.
Professional Land Surveyors
TEXAS REGISTRATION NO. 100174-00
P.O. BOX 870029, MESQUITE, TX 75187
PHONE: (972) 681-4975 FAX: (972) 681-4954
WWW.AWSURVEY.COM

JOB# 23-0365
DATE 03-27-2023
DRAWN BY JS

"A professional company providing an excellent instrument"

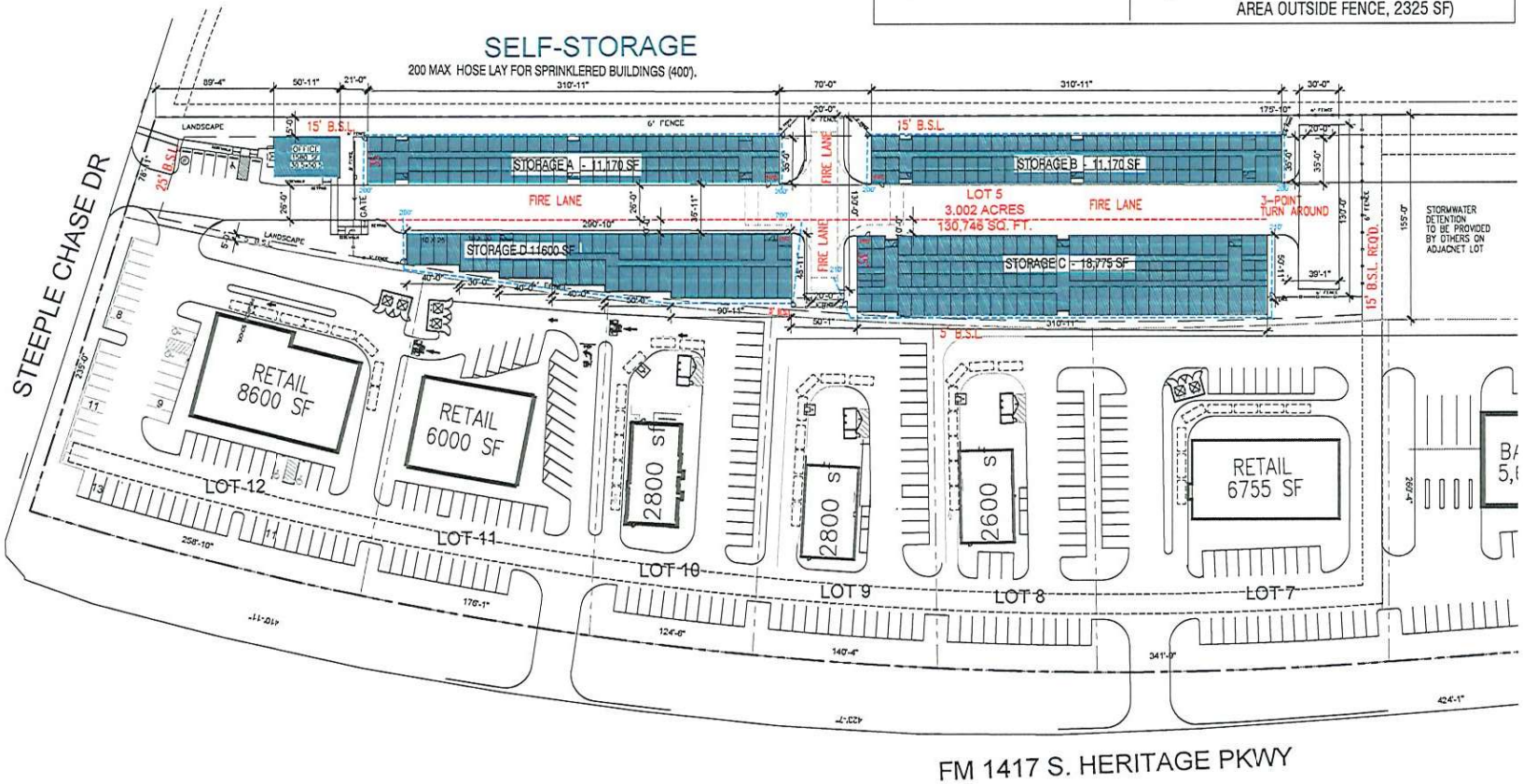
EXHIBIT B



LOCATION MAP
NOT TO SCALE

BUILDING DATA:				
BUILDING	GROSS AREA	CC %	NET AREA	HEIGHT
BUILDING A:	11,170 S.F.	x 78%	8,710 S.F.	13'
BUILDING B:	11,170 S.F.	x 78%	8,710 S.F.	13'
BUILDING C:	18,775 S.F.	x 78%	14,645 S.F.	13'
BUILDING D:	11,600 S.F.	x 78%	9,050 S.F.	13'
TOTAL	52,715 S.F.		41,115 S.F.	
OFFICE:	+/- 1,580 S.F.			25-4"
TOTAL	+/- 54,295 S.F.			

SITE DATA:	
LEGAL DESCRIPTION	LOT: 5 BLOCK: 1 BEARCAT CROSSING ADDITION
ZONING	C-3, FM 1417 Overlay
PROPOSED USE	SELF-STORAGE
GROSS LOT AREA	130,746 S.F. / 3.002 AC
BUILDING AREA TOTAL	54,295 S.F.
F. A. R.	0.4152
PARKING REQUIRED	5 AT LEASING OFFICE (1 per 300 sf office)
HANIDCAP PARKING PROVIDED	1
TOTAL PARKING PROVIDED	6 + LOADING AREAS ALONG BLDGS. C & D
IMPERVIOUS COVER TOTAL	96,300 SF
LANDSCAPE AREAS TOTAL	32,121 SF (DOES NOT INCLUDE 15' REAR ESMT AREA OUTSIDE FENCE, 2325 SF)



01 PRELIMINARY SITE PLAN
SCALE: 1"=40'-0"

NORTH

MAULDIN ARCHITECTS
MAULDIN ARCHITECTS, PLLC
8603 CROWNHILL BLVD., #30
SAN ANTONIO, TEXAS 78209
PHONE: 210-313-3197
INFO@MAULDINARCHITECTS.COM
THESE DOCUMENTS ARE INSTRUMENTS OF SERVICE
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ALL RIGHTS RESERVED

PRELIMINARY DRAWING - NOT FOR CONSTRUCTION OR REGULATORY APPROVAL

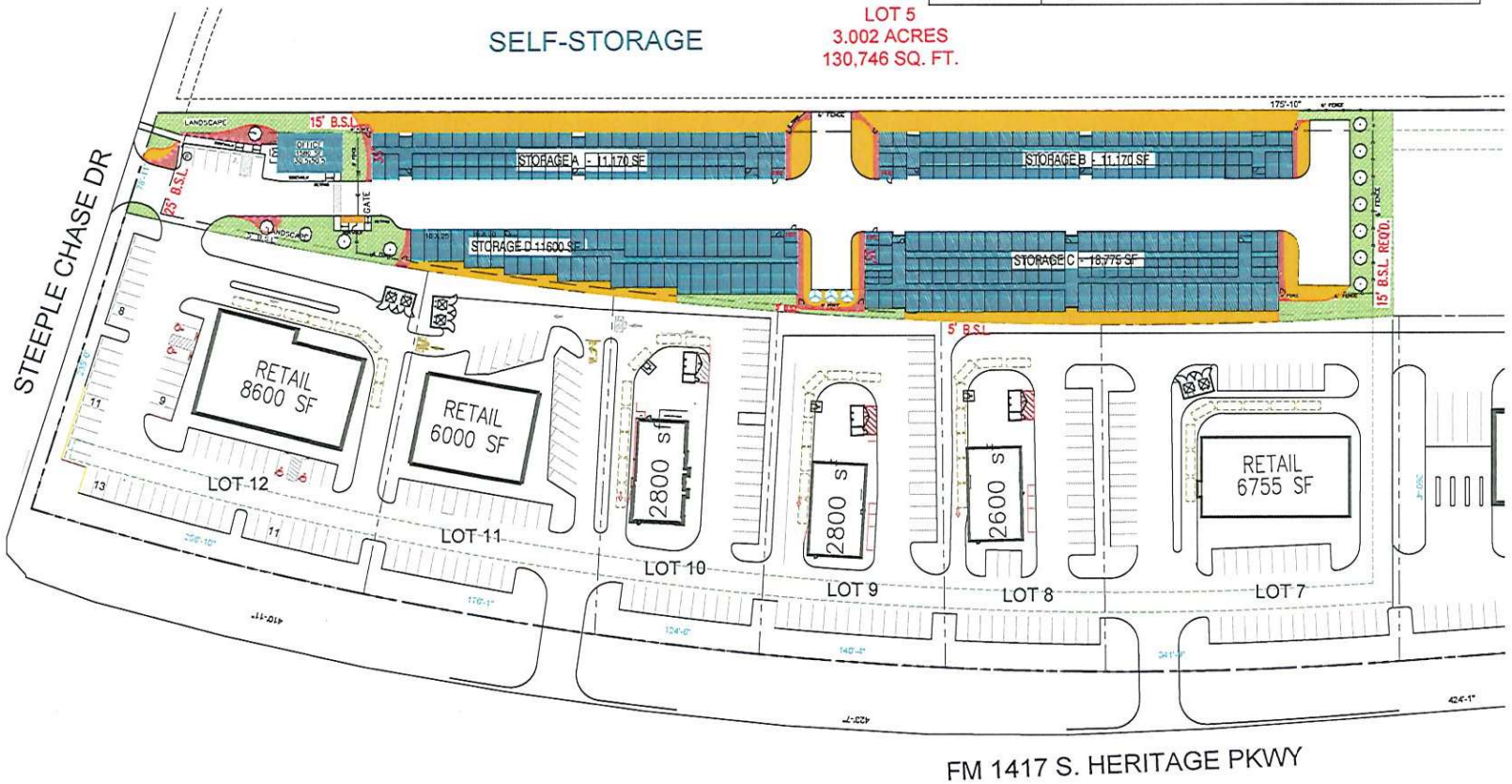
MICHAEL D. MAULDIN
TEXAS #16733

NEW SELF STORAGE
Bearcat Crossing Self Storage
Steeple Chase Drive
Sherman, Texas

REVISIONS:
NO | DESCRIPTION | DATE

DATE: 05/01/2023
PROJ# 23016
SHEET TITLE: SITE PLAN
SHEET NUMBER: PSP1

LANDSCAPE LEGEND:	
GRAPHIC	ITEM
	TREE 1
	TREE 2
	SHRUB 1 - SMALL
	GRASS
	GROUND COVER
	DECOMPOSED GRANITE



01 PRELIMINARY SITE PLAN
SCALE: 1"=40'-0"

NORTH

MAULDIN ARCHITECTS
MAULDIN ARCHITECTS, PLLC
#603 CROWNHILL BLVD., #30
SAN ANTONIO, TEXAS 78209
PHONE: 210-313-3197
INFO@MAULDINARCHITECTS.COM
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PRELIMINARY
DRAWING - NOT FOR CONSTRUCTION OR REGULATORY APPROVAL

MICHAEL D. MAULDIN
TEXAS #16733

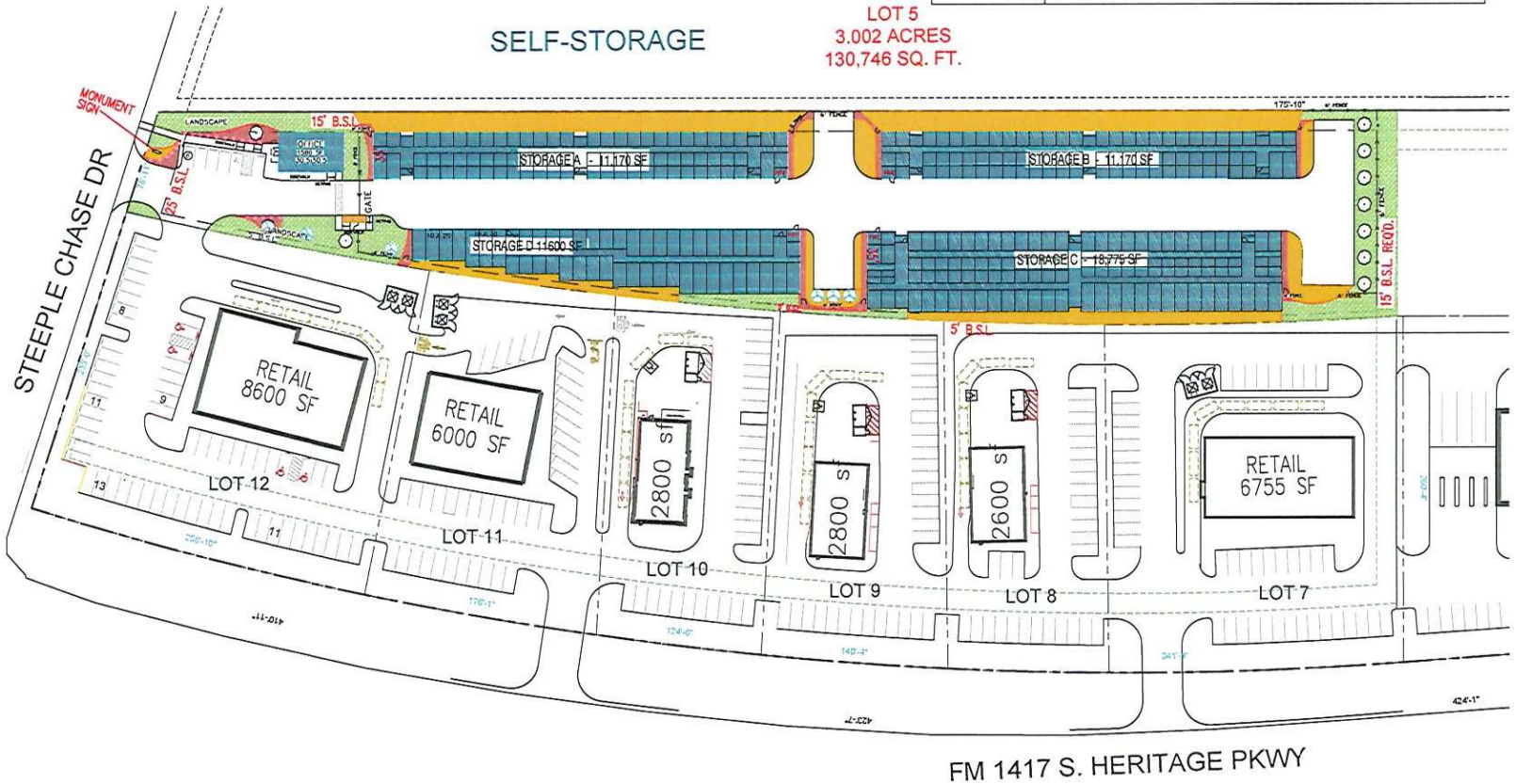
NEW SELF STORAGE
Bearcat Crossing Self Storage
Steeple Chase Drive
Sherman, Texas

REVISIONS:
NO | DESCRIPTION | DATE

DATE: 05/01/2023
PROJ# 23016
SHEET TITLE: LANDSCAPE PLAN
SHEET NUMBER: L1

EXHIBIT C

LANDSCAPE LEGEND:	
GRAPHIC	ITEM
	TREE
	SHRUB 1 - SMALL
	SHRUB 2 - LARGE
	GRASS
	GROUND COVER
	DECOMPOSED GRANITE



01 PRELIMINARY SITE PLAN
SCALE: 1"=40'-0"

NORTH

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SHEET NUMBER: L1

dlagrone H:\PLANNING\Public Notification KT.aprx

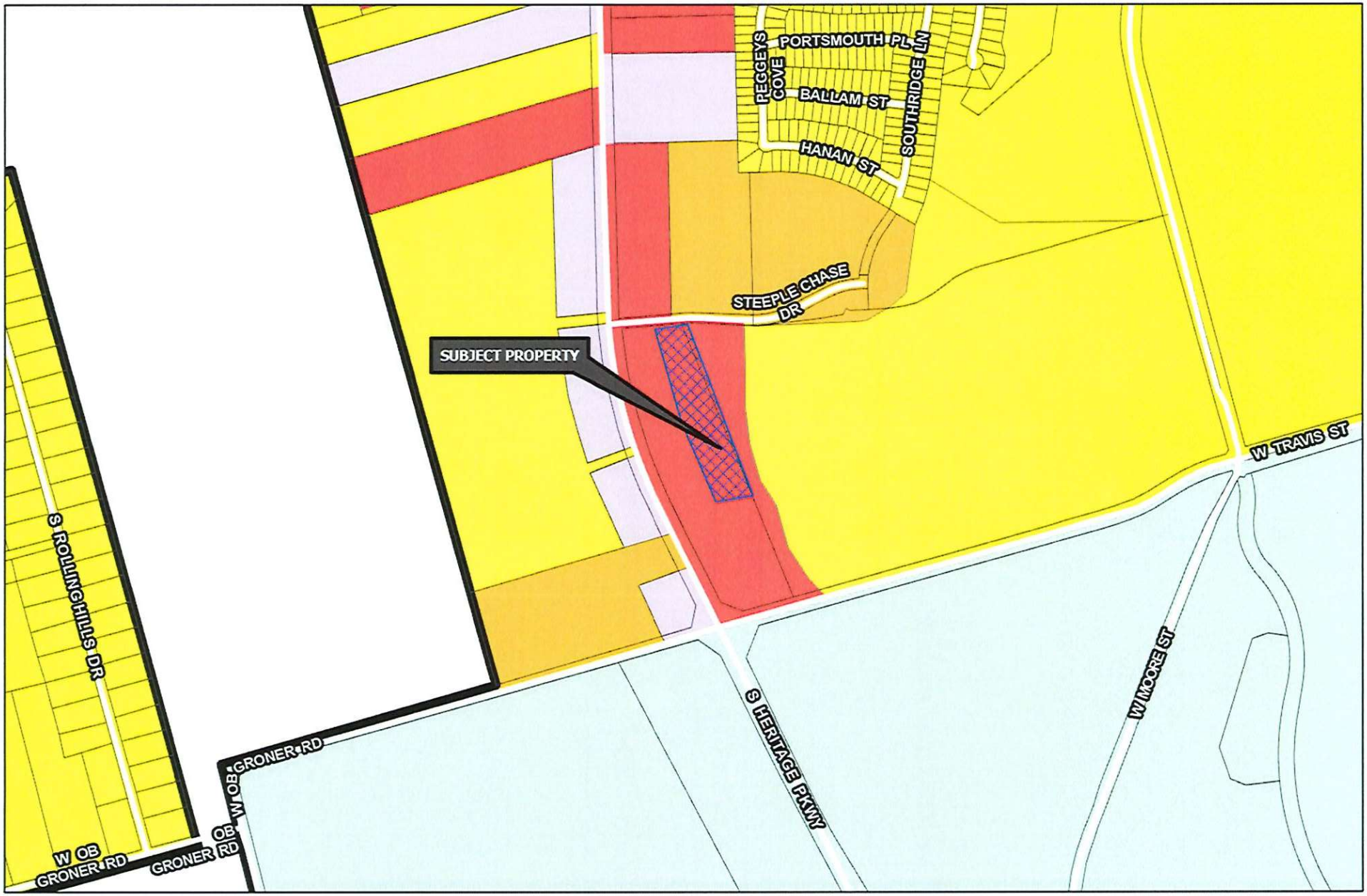
Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

CITY OF SHERMAN
LOCATION MAP
3601 BLK STEEPLE CHASE DR

N
W E
S

Date: 5/6/2023 11:22 AM



Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services Department

- R-A Residential Agricultural
- R-E Estate Residential
- R-12 Single Family Residential
- R-6 Single Family Residential
- R-5 Single Family Residential
- R-4 Patio Home Residential
- R-2F Duplex Residential
- R-TH Townhome Residential
- MF-15 Multi-Family Residential
- MF-30 Multi-Family Residential
- MH Manufactured Housing
- C-N Neighborhood Commercial
- C-O Office
- C-1 Retail Business
- C-2 General Commercial
- M-1 Light Manufacturing
- M-1.5 Medium Manufacturing
- M-2 Heavy Manufacturing
- PD Planned Development
- Subject Locations
- Road Names All

CITY OF SHERMAN
ZONING MAP
3601 BLK STEEPLE CHASE DR

N W E S

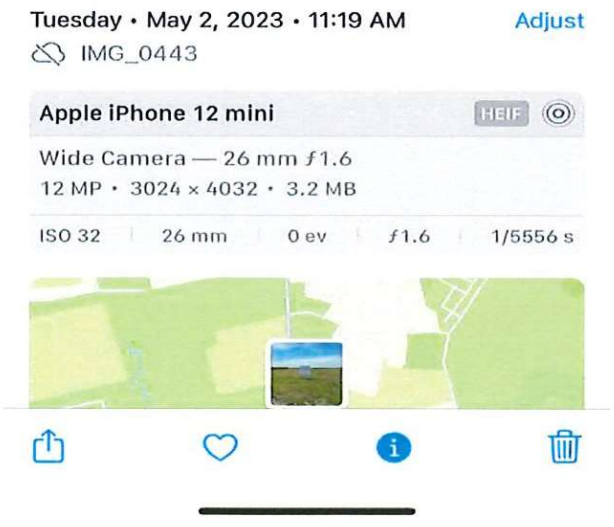
Date: 5/6/2023 11:29 AM

Marlow, Lauren

From: laurenm@cityofsherman.com
To: Jeremy Gray
Subject: RE: Reminder - Signs

From: Jeremy Gray
Sent: Tuesday, May 2, 2023 11:23 AM
To: Marlow, Lauren
Subject: Re: Reminder - Signs

Here is the picture of sign installed



Jeremy A. Gray

Sherman Zoning & Development Applications

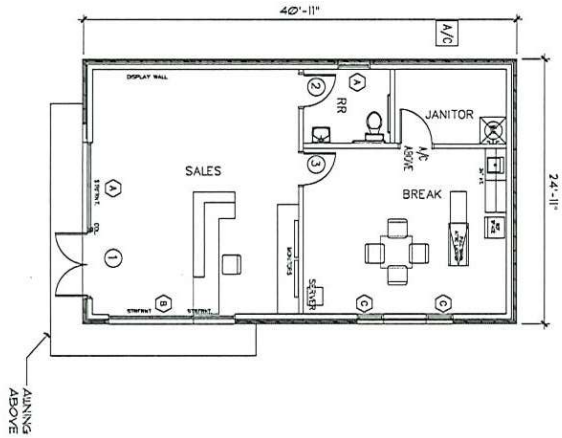
April 19, 2023

RE: Regarding Lot 5 Block 1 of the Bearcat Crossing Addition

1. Request approval of a Specific Use Permit to allow for a Self-Storage development on property located in the C-1 zoning district.

2. Request a variance to the 15' building setback line for side property lines required in C-1 zoning to allow for a 5' building setback line on the west property line of Lot 5 of the Bearcat Crossing Addition.

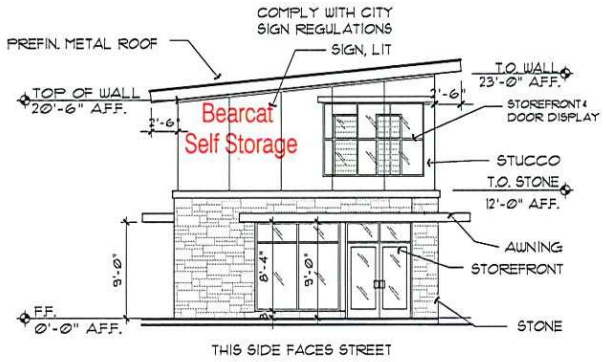
3. Request approval of the Preliminary Site Plan.



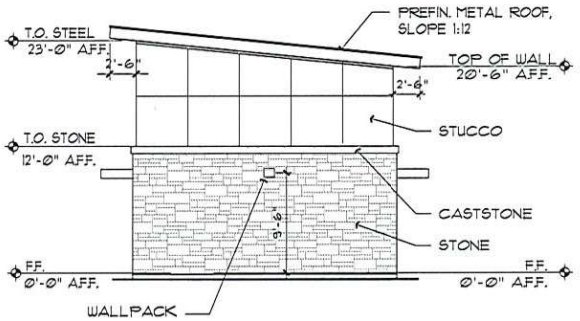
+/-1020 SF FOUNDATION

01 FLOOR PLAN
SCALE: 3/16" = 1'-0"

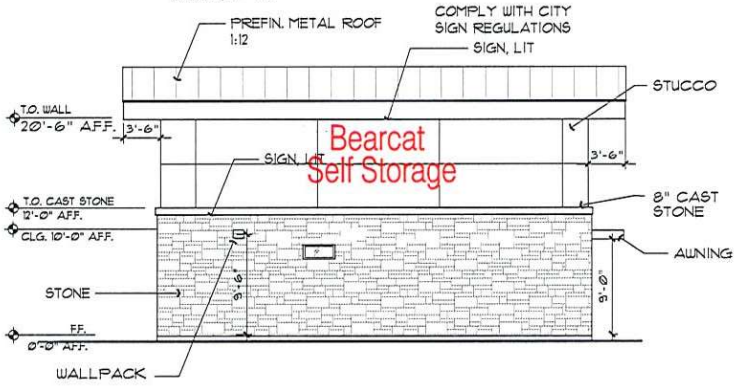
02 SIDE ELEVATION - DRIVE
SCALE: 3/16" = 1'-0"



05 FRONT ELEVATION
SCALE: 3/16" = 1'-0"



04 BACK ELEVATION
SCALE: 3/16" = 1'-0"



03 SIDE ELEVATION
SCALE: 3/16" = 1'-0"

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8603 CROWNHILL BLVD., #30
SAN ANTONIO, TEXAS 78209
PHONE: 210-313-3197
INFO@MAULDINARCHITECTS.COM

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Sherman, Texas

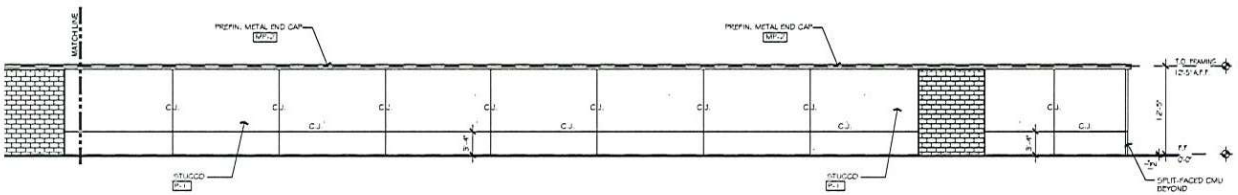
REVISIONS: NO	DESCRIPTION	DATE

DATE: 04/20/2023
PROJ# 23016
SHEET TITLE: OFFICE PLAN, ELEVATIONS
SHEET NUMBER: A2.0

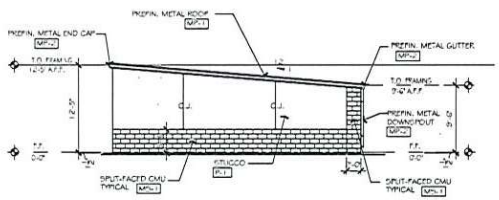
MATERIAL FINISH SCHEDULE

MANUFACTURER OR ARCHITECT APPROVED EQUAL. EXTERIOR COLORS TO MATCH CUENTS OTHER LOCATION

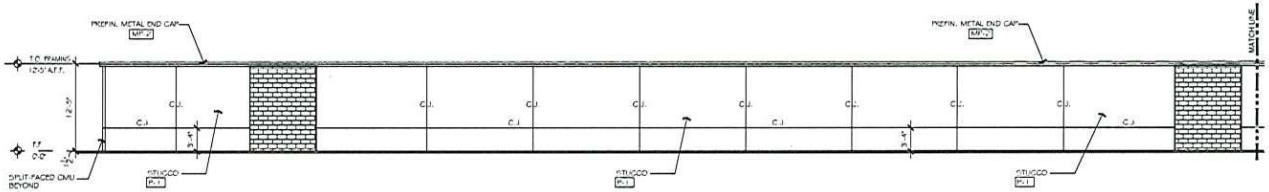
MARK	DESCRIPTION	MANUFACTURER	COLOR # / NAME
P-1	STUCCO FIELD COLOR, COLOR TO BE APPROVED BY ARCHITECT OWNER	SHERWIN WILLIAMS	LIGHT GRAY
P-2	MAIN DOORS AND FRAMES - EXTERIOR COLOR TO BE APPROVED BY ARCHITECT OWNER	SHERWIN WILLIAMS	MATCH A-LERT "ASH GREY"
P-3	MAIN DOORS AND FRAMES - INSIDE COLOR TO BE APPROVED BY ARCHITECT OWNER	SHERWIN WILLIAMS	WHITE
MP-1	PREFINISHED MTL. ROOF AND COPING COLOR TO BE APPROVED BY ARCHITECT OWNER	A-LERT	"POLAR WHITE"
MP-2	PREFINISHED MTL. GUTTER, EAVE & DOWNSPOUTS COLOR TO BE APPROVED BY ARCHITECT OWNER	A-LERT	"HAWAIIAN BLUE"
MP-3	OVERHEAD DOORS - COLOR TO BE APPROVED BY ARCHITECT OWNER	JANUS, DBCI	MATCH A-LERT "HAWAIIAN BLUE"
MP-4	PREFINISHED MTL. SOFFIT PANEL COLOR TO BE APPROVED BY ARCHITECT OWNER	A-LERT	"POLAR WHITE"
MP-5	PREFINISHED MTL. WALL PANEL - INTERIOR, DOOR FRAME FLAT WALL PANELS	A-LERT	"ASH GREY"
MP-6	SPLIT-FACED CMU COLOR TO BE APPROVED BY ARCHITECT OWNER	---	LIMESTONE COLOR
		---	CLEAR ANODIZED ALUMINUM



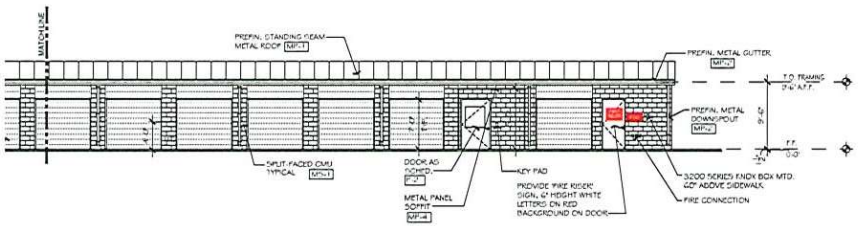
04 EAST ELEVATION - BUILDING "A"
SCALE: 1/8" = 1'-0"



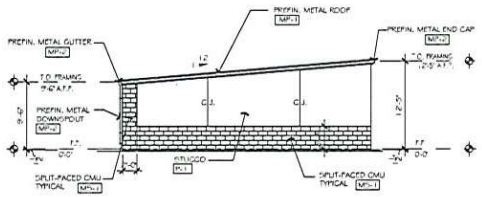
NORTH ELEVATION - BUILDING "A" (FACING OFFICE)
03
SCALE: 1/8" = 1'-0"



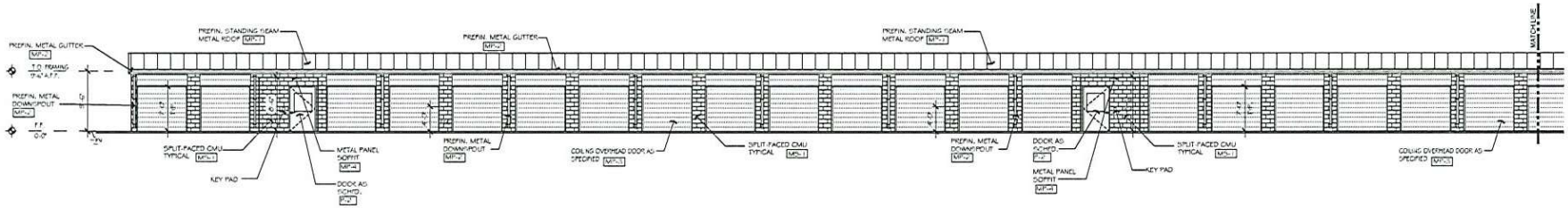
04 EAST ELEVATION - BUILDING "A"
SCALE: 1/8" = 1'-0"



01 WEST ELEVATION - BUILDING "A" (FACING DRIVE & BLDG. "D")
SCALE: 1/8" = 1'-0"



02 SOUTH ELEVATION - BUILDING "A" (FACING DRIVE & BLDG. "B")
SCALE: 1/8" = 1'-0"



01 WEST ELEVATION - BUILDING "A" (FACING DRIVE & BLDG. "D")
SCALE: 1/8" = 1'-0"

MAULDIN ARCHITECTS

MAULDIN ARCHITECTS, PLLC
8023 CROWNHILL BLVD., #30
SAN ANTONIO, TEXAS 78209
PHONE: 210-313-3197
INFO@MAULDINARCHITECTS.COM

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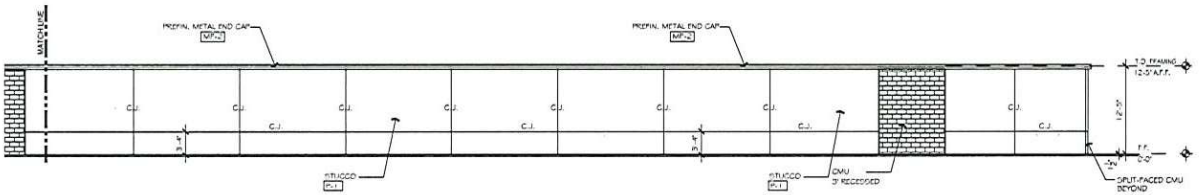
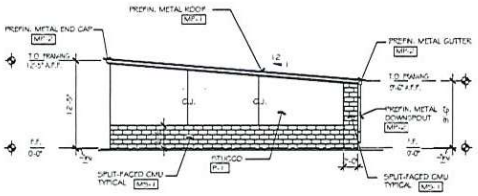
Bearcat Crossing Self Storage
Steeple Chase Drive
Sherman, Texas

REVISIONS: NO	DESCRIPTION	DATE

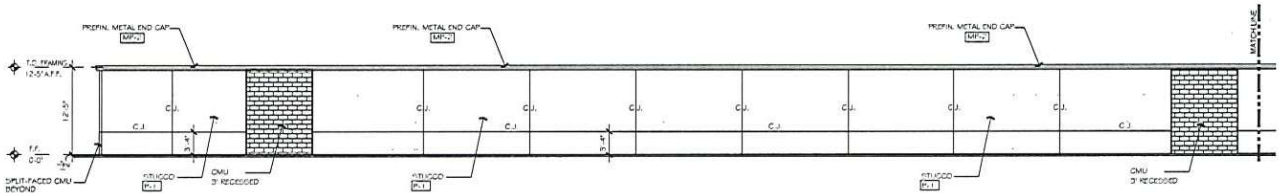
DATE: 04/20/2023
PROJ# 23016
SHEET TITLE: EXTERIOR ELEVATIONS BUILDING "A"
SHEET NUMBER: A2.1



04 EAST ELEVATION - BUILDING "B"
SCALE: 1/8" = 1'-0"



NORTH ELEVATION - BUILDING "B"
03 (FACING BLDG. "A")
SCALE: 1/8" = 1'-0"



04 EAST ELEVATION - BUILDING "B"
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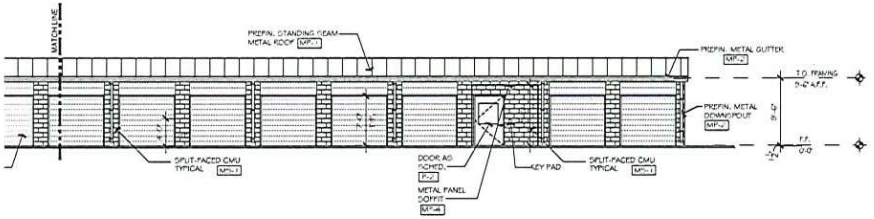
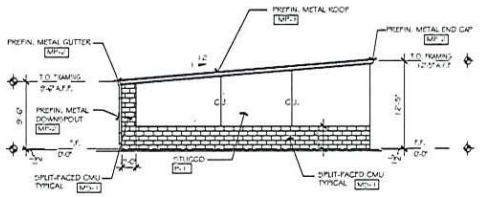
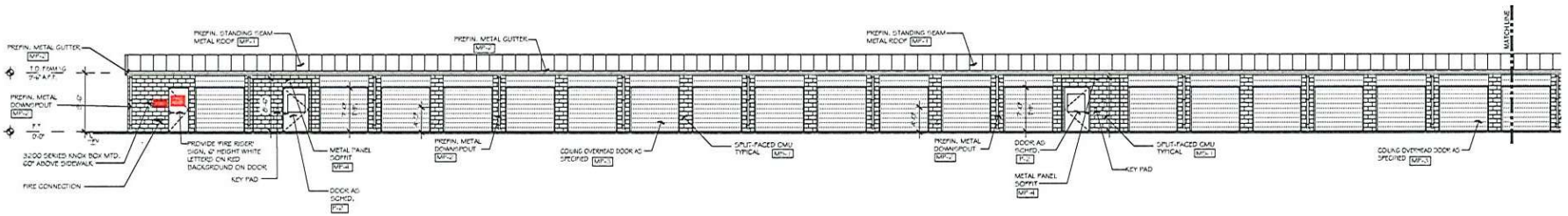


01 WEST ELEVATION - BUILDING "B" (FACING DRIVE & BLDG. "C")
SCALE: 1/8" = 1'-0"



02 SOUTH ELEVATION - BUILDING "B"
SCALE: 1/8" = 1'-0"



01 WEST ELEVATION - BUILDING "B" (FACING DRIVE & BLDG. "C")
SCALE: 1/8" = 1'-0"

MAULDIN ARCHITECTS

MAULDIN ARCHITECTS, PLLC
8603 CROWNHILL BLVD., #330
SAN ANTONIO, TEXAS 78209
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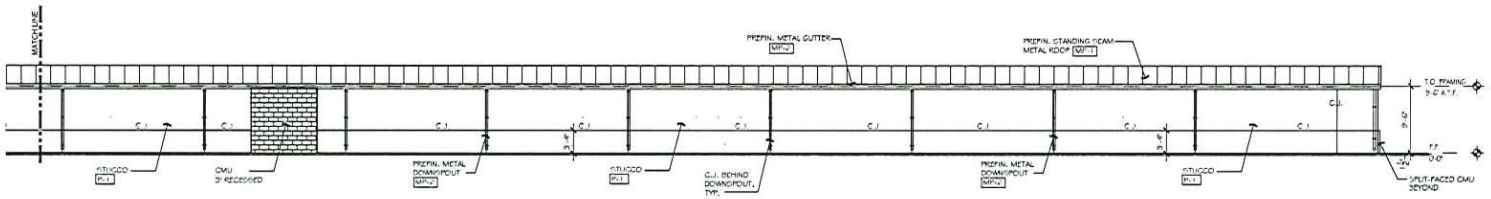
REVISIONS:		
NO	DESCRIPTION	DATE

DATE: 04/20/2023
PROJ# 23016

SHEET TITLE:
EXTERIOR
ELEVATIONS
BUILDING "B"

SHEET NUMBER:
A2.2



04 EAST ELEVATION - BUILDING "B"

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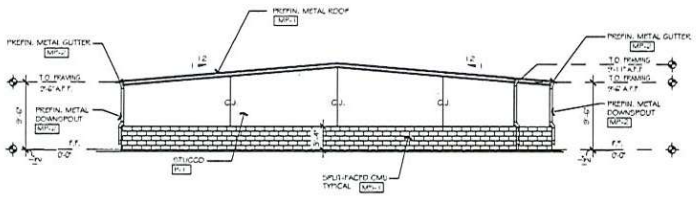
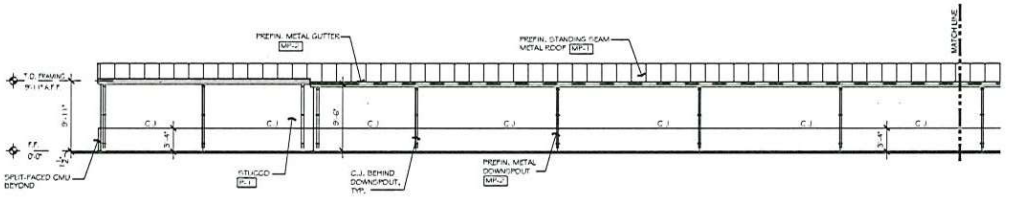


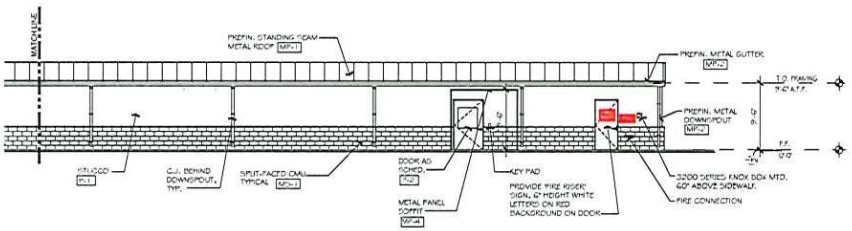
03 NORTH ELEVATION - BUILDING "C" (FACING BLDG. "D")

SCALE: 1/8" = 1'-0"



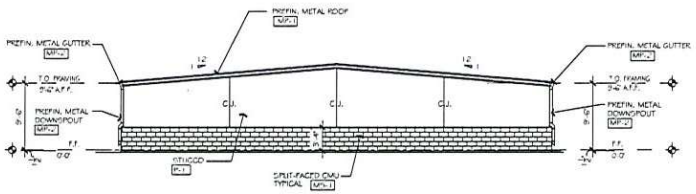
04 WEST ELEVATION - BUILDING "C"

SCALE: 1/8" = 1'-0"



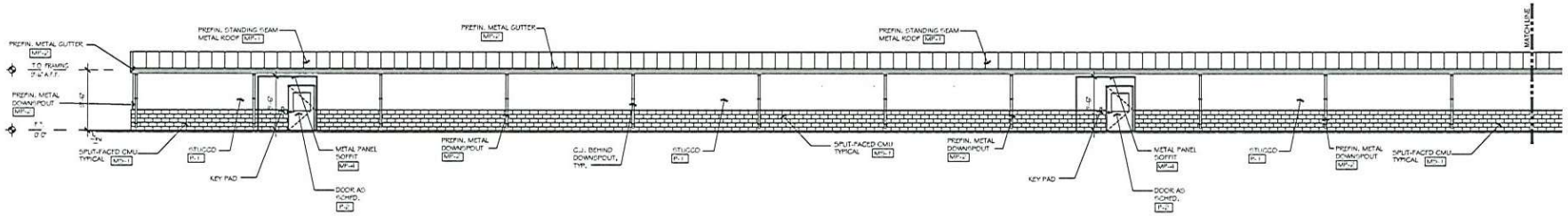
01 EAST ELEVATION - BUILDING "C" (FACING DRIVE & BLDG. "B")

SCALE: 1/8" = 1'-0"



02 SOUTH ELEVATION - BUILDING "C"

SCALE: 1/8" = 1'-0"



01 EAST ELEVATION - BUILDING "C" (FACING DRIVE & BLDG. "B")

SCALE: 1/8" = 1'-0"

MAULDIN ARCHITECTS
MAULDIN ARCHITECTS, PLLC
8663 CROWNHILL BLVD., #30
SAN ANTONIO, TEXAS 78209
PHONE: 210-313-3197
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Sherman, Texas

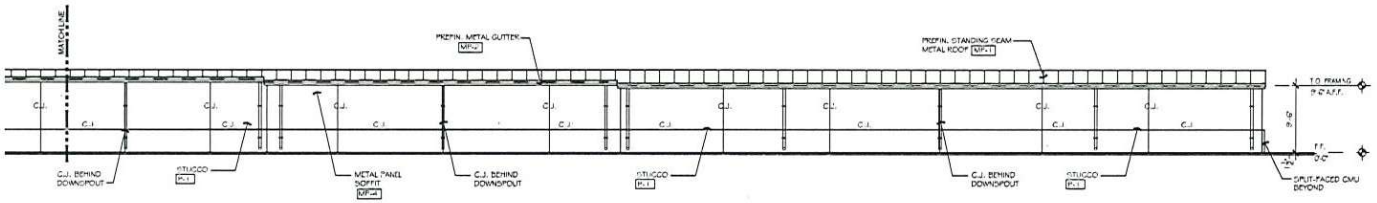
REVISIONS: NO	DESCRIPTION	DATE

DATE: 04/20/2023

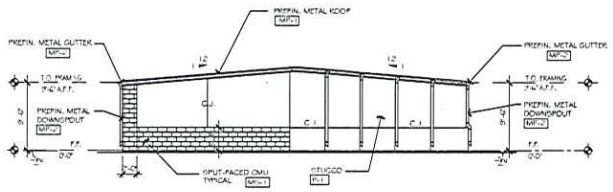
PROJ# 23016

SHEET TITLE: EXTERIOR ELEVATIONS BUILDING "C"

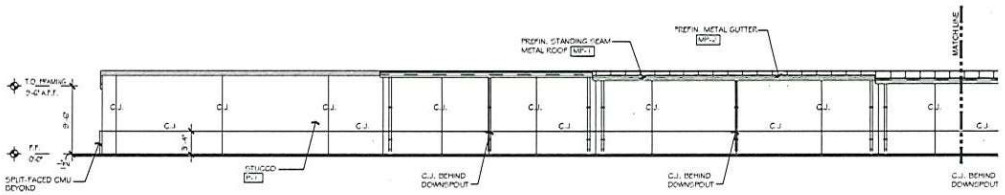
SHEET NUMBER: A2.3



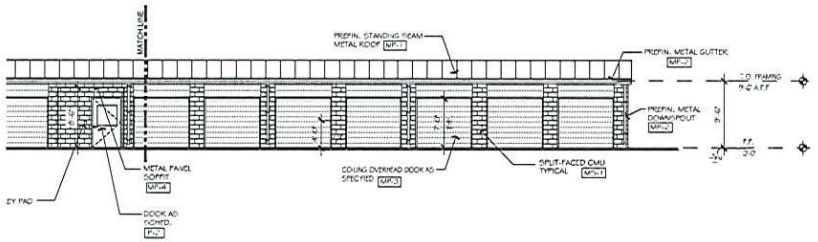
04 WEST ELEVATION - BUILDING "D"
SCALE: 1/8" = 1'-0"



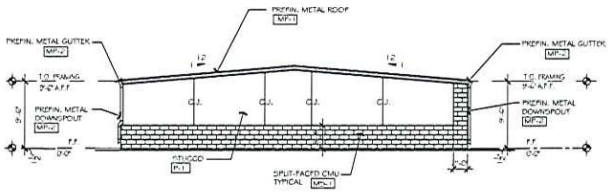
03 NORTH ELEVATION - BUILDING "D"
SCALE: 1/8" = 1'-0"



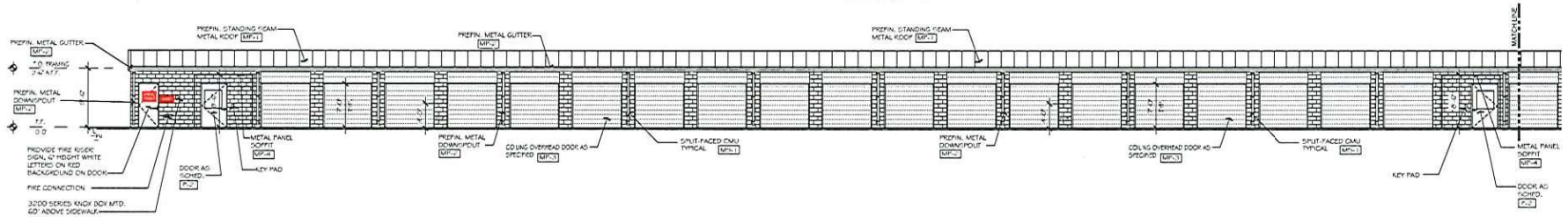
04 WEST ELEVATION - BUILDING "D"
SCALE: 1/8" = 1'-0"



01 EAST ELEVATION - BUILDING "D" (FACING DRIVE & BLDG. "A")
SCALE: 1/8" = 1'-0"



02 SOUTH ELEVATION - BUILDING "D" (FACING DRIVE & BLDG. "C")
SCALE: 1/8" = 1'-0"



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Sherman, Texas

REVISIONS:

NO	DESCRIPTION	DATE

DATE: 04/20/2023
PROJ# 23016
SHEET TITLE: EXTERIOR ELEVATIONS BUILDING "D"
SHEET NUMBER: A2.4

Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services

STAFF REVIEW LETTER

May 9, 2023

Bearcat Crossing, LTD.
Jeff Harkinson
4560 Belt Line Rd., Suite 400
Addison, TX 75001

Mauldin Architects
8603 CrownHill Blvd., #30
San Antonio, TX 78209

Votex Surveying Company
10440 N. Central Expy, Suite 800
Dallas, TX 75231

Jeremy Gray
4300 MacArthur Ave, Suite 200
Dallas, TX 75209

A&W Surveyors
2220 Gus Thomasson, Bld A, Ste C
Mesquite, TX 75150

Dear Applicants,

The request of a Public Hearing and Variance under Section 14.02.016 to allow a 5' side yard setback on the West side property line in lieu of the required 15' side yard setback in a C-1 (Retail Business) District/FM Highway 1417 Overlay District and a Public Hearing, Site Plan and Specific Use Permit under Section 14.06.009 to allow a mini-warehouse in a C-1 (Retail Business) District/FM Highway 1417 Overlay District located in the 3600 Block Steeple Chase Drive has been scheduled to be heard by the Planning and Zoning Commission on Tuesday, May 16, 2023, at 5:00 P.M., in the City Council Chambers, City Hall at 220 W. Mulberry.

City staff has reviewed your request and the following items need to be noted/addressed:

Zoning:

1. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's Zoning Ordinance/Code of Ordinance Chapter 14.
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal (903.892.7267). *(Code of Ordinances Chapter 3.02(c))*
3. Fence Permits shall be permitted separately from the building permit and must adhere to the City's Zoning Ordinance/Code of Ordinance Chapter 14. *(Sec. 14.04.004 & 14.03.002)*
4. Sign Permits shall be permitted separately from the building permit and must adhere to the City's Zoning Ordinance/Code of Ordinance Chapter 14. *(Article 14.07 & 14.03.002)*
5. Impact fees will be required at the time of building permit application. *(Chapter 13, Article. 13.11)*
6. A Specific Use Permit is an amendment to the district regulations of the Zoning Ordinance that permits the establishment of a specific use within a zoning district in which such specific use may be established unless such use of land or structure is discontinued or abandoned for a period of thirty (30) consecutive days in which event such Specific Use Permit shall be void and such use may not thereafter be resumed unless a new Specific Use Permit is granted in accordance with this section. *(Chapter 14, Sec. 14.06.009 (a)(1)(C))*
7. The approval of a Site Plan shall be effective for a period of two (2) years from the date of approval, at the end of which time the Site Plan shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Site Plan was approved.
8. Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

Engineering

9. Platting of the property is required. Code of Ordinances Chapter 10, Section 10.02.021; Texas Local Government Code Title 1, Sec. 212.004

10. Drive approaches and sidewalks must conform to City of Sherman standards and a permit with drawing showing dimensions is required from City of Sherman Engineering Department for review and approval prior to any work being done within public right of way. Code of Ordinances Chapter 3, Division 5, Sec. 3.10.154
11. Verify fire requirements and code compliance with Fire Marshal. Code of Ordinances Chapter 3.02.002(c)
12. Coordinate with Fire Marshal required for second point of ingress/egress. Code of Ordinances Chapter 3.02.002(c)
13. The location of the trash receptors must be approved by the Public Works Department.
14. Wastewater main must be extended in accordance with City criteria to serve proposed Lot. Wastewater capacity shall be verified for proposed use. Code of Ordinances Chapter 13, Sec. 13.07.282; Chapter 10, Exhibit A, Sec. 12(H)
15. Civil Engineering plans shall be provided to the Engineering Department for review and approval. Plat to reflect changes upon Engineering review. Code of Ordinances Chapter 10, Exhibit A, Sec. 12, Code of Ordinances Chapter 10, Exhibit A, Sec. 15.
16. Mutual Access Easement required for cross access between Lots. Code of Ordinances Chapter 10, Exhibit A, Sec. 12
17. Private Detention Pond to be designed and constructed with first phase of development.
18. Maintenance of Detention area is the responsibility of the Homeowner's Association or Property Owner's Association. In the event the Association is no longer active, the maintenance is the responsibility of the property owner(s) directly adjacent to said detention area.

It is the policy of the Planning and Zoning Commission and Board of Adjustment not to consider a request unless the applicant or representative attends the meeting at which the request is considered. You are hereby notified to present your case on the date and time stated above.

If additional information or clarification is needed, contact Development Services by emailing planning@cityofsherman.com.

Respectfully,

Rob Rae
Acting Secretary, Planning and Zoning Commission and Board of Adjustment

cc: Robby Hefton, City Manager
Clint Philpott, Asst. City Manager
Wayne Lee, P.E., Director of Engineering
Tom Pruitt, Utility Engineer
Dillon Stewart, Fire Chief
Amber Doan, Engineering Coordinator
Christopher Armstrong, Asst. City Engineer
The Law Firm of Abernathy, Roeder, Boyd, & Hullett, P.C., City Attorney

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. E.4.

Meeting Date: 1/21/2025

Prepared By: Rob Rae, Developmental Services Director

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6803

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land being the West 100 feet of Lot 5 and Lot 6, Block 37 of the College Park Addition, City Of Sherman, Grayson County, Texas, Located in the 100 Block North Cleveland Avenue, Heretofore Zoned R-6 (Single Family Residential) District; Rezoning And Placing The Tract In The R-4 (Single Family Residential) District Zoning Classification, Jinal and Harsiddh Patel (Owner) and Underwood Drafting & Surveying, Inc. (Surveyor) Providing For A Penalty Not To Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

Issue:

Consideration of a Zone Change for the property located in the 100 Block North Cleveland Avenue from an R-6 (Single Family Residential) District to an R-4 (Single Family Residential) District.

Background:

The property is located in the 100 Block North Cleveland Avenue at the corner of East Houston Street and North Cleveland Avenue. The owner is requesting a Zone Change from an R-6 (Single Family Residential) District to an R-4 (Single Family Residential) District.

Origination:

Jinal and Harsiddh Patel (Owner) and Underwood Drafting & Surveying, Inc. (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the December 17, 2024 regular meeting, the Planning and Zoning Commission voted 7/0 to recommend to City Council that the Zone Change be approved. **The proposed use is compatible with the City of Sherman Comprehensive Plan. Staff recommends that Council approve this item.**

Alternatives:

The City Council could deny the request.

Attachments:

1. Ordinance No. 6803
2. Exhibit A - Survey
3. Location Map
4. Zoning Map
5. Future Landuse Map
6. Property Notification Sign
7. Narrative
8. Concept Plan

ORDINANCE NO. 6803

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, TO REZONE A TRACT OF LAND BEING THE WEST 100 FEET OF LOT 5 AND LOT 6, BLOCK 37 OF THE COLLEGE PARK ADDITION, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED IN THE 100 BLOCK NORTH CLEVELAND AVENUE, HERETOFORE ZONED R-6 (SINGLE FAMILY RESIDENTIAL) DISTRICT; REZONING AND PLACING THE TRACT IN THE R-4 (SINGLE FAMILY RESIDENTIAL) DISTRICT ZONING CLASSIFICATION, JINAL AND HARSIDDH PATEL (OWNER) AND UNDERWOOD DRAFTING & SURVEYING, INC. (SURVEYOR) PROVIDING FOR A PENALTY NOT TO EXCEED $2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW

WHEREAS, the City Planning and Zoning Commission and the City Council, in accordance with the state law and the ordinances of the City of Sherman, have given the required notices and have held the required public hearings regarding this proposed rezoning case; and

WHEREAS, the City Council finds that rezoning the property as described in this Ordinance is in accordance with the Comprehensive Plan and will complement or be compatible with the surrounding uses and community facilities; contribute to, enhance, or promote the welfare of the area of request and adjacent properties; not be detrimental to the public health, safety, or general welfare; and conform in all other respects to all applicable zoning regulations and standards; and

WHEREAS, the City Council finds that it is in the public interest to rezone the property as described in this Ordinance.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS:

SECTION 1. That, from and after the effective date of this Ordinance, the property described in **Exhibit A – Survey and Legal Description**, attached hereto, located in the 100 Block North Cleveland Avenue and all streets, roads and alleyways contiguous and/or adjacent thereto, shall be rezoned and placed in the R-4 (Single Family Residential) District, and that Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14, is hereby amended so as to hereafter include such property.

SECTION 2. That this Ordinance shall be entered upon the Official Zoning Map as provided in Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14, Section 14.01.002.

SECTION 3. That no person shall acquire any vested interest in this Ordinance or in any other specific regulations contained herein. Any portion of this Ordinance may be repealed or amended by the City Council in the manner provided for by law.

SECTION 4. That it shall be unlawful for any person to make use of the Property in some manner other than as authorized by this Ordinance, and it shall be unlawful for any person to construct on the Property any building that is not in conformity with the permissible uses under this Ordinance. Any person violating any provision of this Ordinance or the General Zoning Ordinance, as they exist or may be amended, shall be deemed guilty of a misdemeanor, and on conviction thereof, shall be fined in an amount not exceeding TWO THOUSAND AND NO/100 DOLLARS ($2,000.00). A violation of any provision of this Ordinance shall constitute a separate violation for each calendar day in which it occurs. The penal provisions imposed under this Ordinance shall not preclude the City from filing suit to enjoin the violation. The City retains all legal rights and remedies available to it pursuant to local, state, and federal law.

SECTION 5. That the Zoning Ordinance shall remain in full force and effect, save and except as amended by this or any other ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict, but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the Ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 6. That in the event any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional and/or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, regardless of whether any one or more sections, subsections, sentences, clauses or phrases is declared unconstitutional and/or invalid.

SECTION 7. That it is hereby officially found and determined that the meetings at which this Ordinance was introduced and passed were open to the public and that public notice of the time, place and purpose of said meetings were given all as required by law.

SECTION 8. That this Ordinance shall become effective from and after its adoption and publication as required by law and the City Charter.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS.

INTRODUCED on this the 21st day of January 2025.

ADOPTED on this the 21st day of January 2025.

EFFECTIVE DATE on the 21st day of January 2025.

CITY OF SHERMAN, TEXAS

BY: _____
SHAWN TEAMANN, MAYOR

ATTEST:

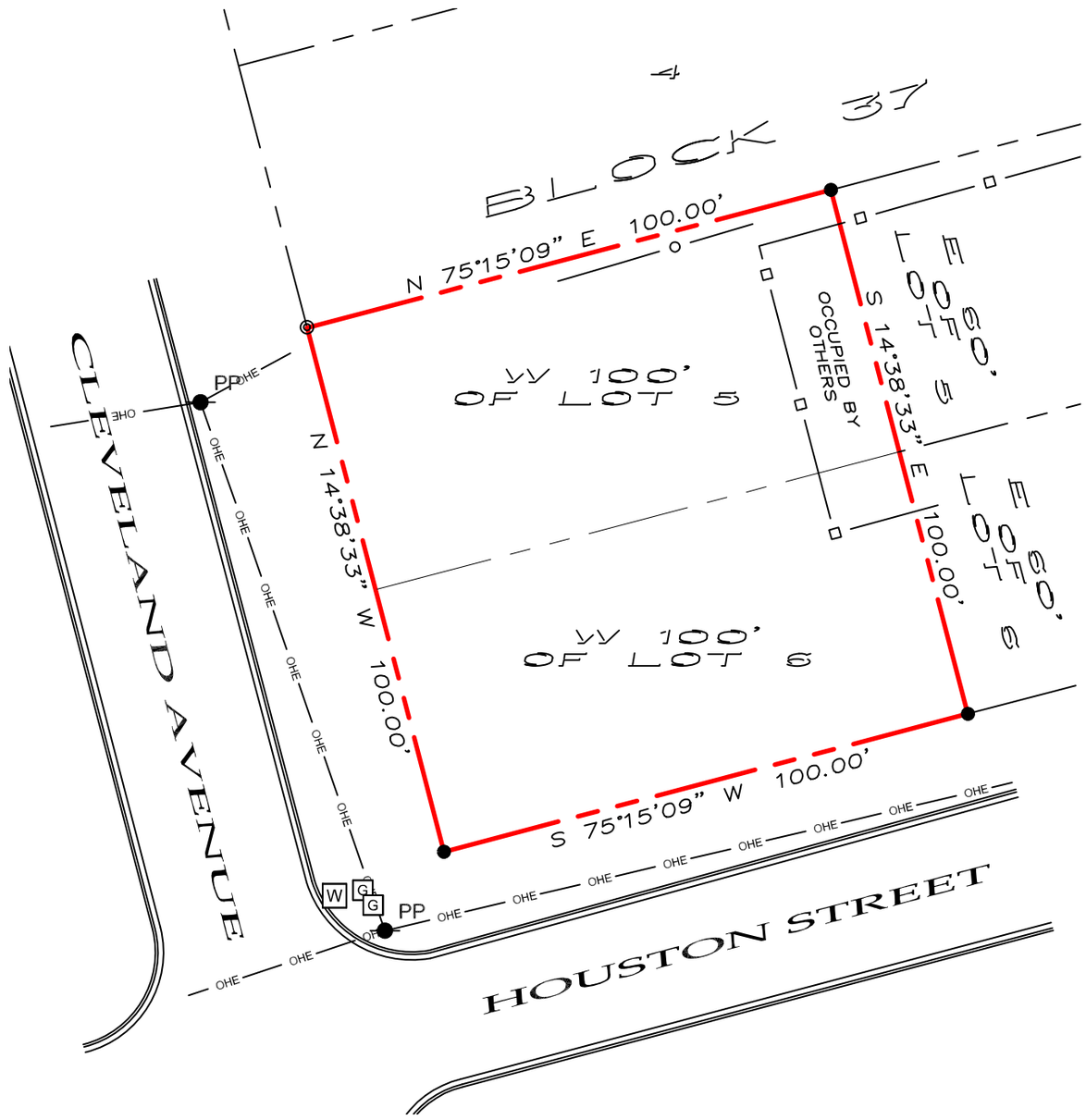
BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM:
THE LAW FIRM OF ABERNATHY,
ROEDER, BOYD & HULLETT, P.C.

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

SCALE
1" = 30'

JOB NO. 24101036
FW: RR — DFT: EB



~ BASIS OF BEARINGS ~
GRID NORTH, NAD 83
TEXAS STATE PLANE COORDINATE SYSTEM
NORTH CENTRAL ZONE

LEGEND

●	1/2" STEEL ROD SET
◎	1/2" STEEL ROD FOUND
PP	POWER POLE
W	WATER METER
G	GAS VALVE
	BOUNDARY LINE
	PROPERTY LINE
—O—	CHAINLINK FENCE
—□—	STOCKADE FENCE
OHE	OVERHEAD ELEC.

This survey contains information that is proprietary to Underwood Drafting & Surveying, Inc. Its use or disclosure in whole or part without the express written permission of Underwood Drafting & Surveying, Inc. is prohibited.

This survey is also unpublished work protected under the copyright laws of the United States of America. If this work becomes published, the following notice shall apply:

Copyright © 2024
Underwood Drafting & Surveying, Inc.
All rights reserved.

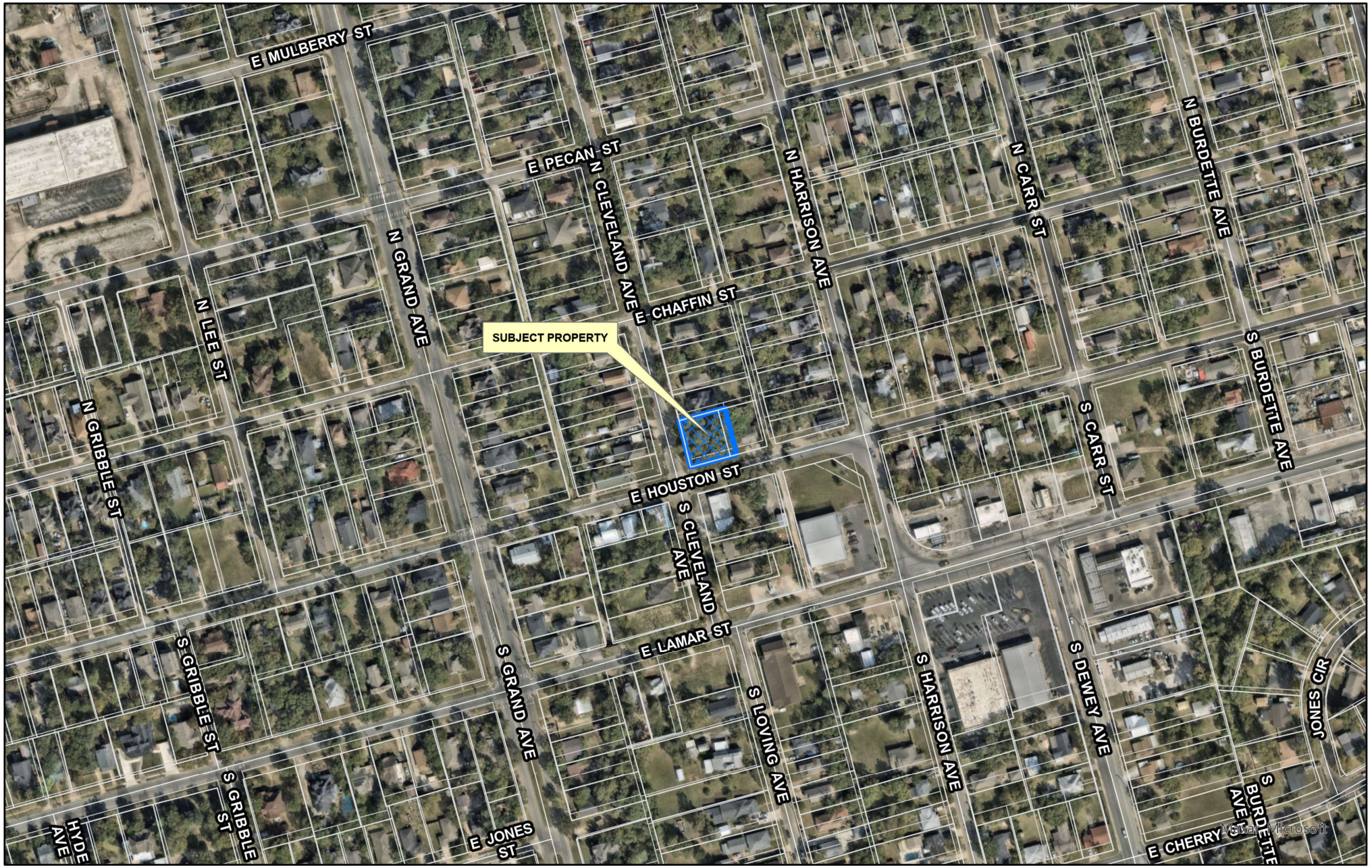
I, Douglas W. Underwood, Registered Professional Land Surveyor do hereby certify that on the 4th day of September 2024, a survey was made on the ground of the property shown hereon, described as the West 100 feet of Lot 5 and Lot 6, Block 37, of the College Park Addition, an addition to the City of Sherman, Texas, as shown by plat of record in Volume 81, Page 438, of the Deed Records, Grayson County, Texas, and is correct, and that there are no discrepancies, conflicts, shortages in area, boundary line conflicts, encroachments, overlapping of improvements, easements or right-of-way, except as shown on the plat herewith, and that the plat herewith is a true, correct and accurate representation of the property legally described hereinabove.

STATE OF TEXAS
REGISTERED
DOUGLAS W. UNDERWOOD
4709
PROFESSIONAL
LAND SURVEYOR

D. W. Underwood

Douglas W. Underwood
Registered Professional
Land Surveyor No. 4709
Firm No. 10006300
DATE OF SURVEY: 10/04/24

UNDERWOOD
DRAFTING & SURVEYING
3404 INTERURBAN ROAD DENISON, TEXAS 75021 (903)465-2151



dlagrone H:\PLANNING\Public Notification KT.aprx

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

CITY OF SHERMAN
LOCATION MAP
100 BLK N CLEVELAND AVE

N
W E
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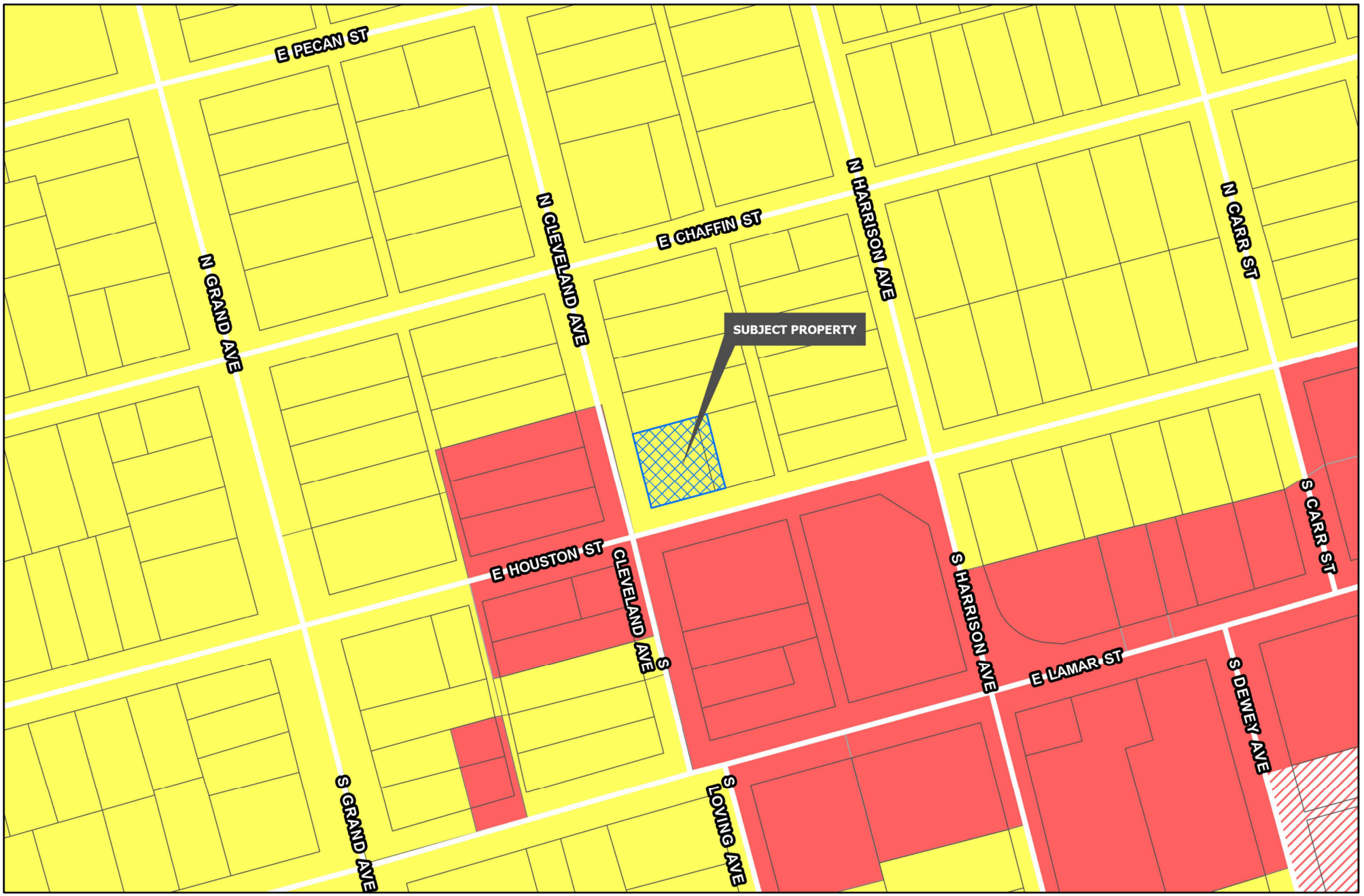
Date: 11/18/2024 2:11 PM



Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services Department

- R-A Residential Agricultural
- R-E Estate Residential
- R-12 Single Family Residential
- R-6 Single Family Residential
- R-5 Single Family Residential
- R-4 Patio Home Residential
- R-2F Duplex Residential
- R-TH Townhome Residential
- MF-15 Multi-Family Residential
- MF-30 Multi-Family Residential
- MH Manufactured Housing
- C-N Neighborhood Commercial
- C-O Office
- C-1 Retail Business
- C-2 General Commercial
- M-1 Light Manufacturing
- M-1.5 Medium Manufacturing
- M-2 Heavy Manufacturing
- PD Planned Development
- Road Names All
- Planning & Zoning

CITY OF SHERMAN
ZONING MAP
100 BLK N CLEVELAND AVE

N
W E
S

Date: 11/18/2024 2:41:23 PM

CORE NEIGHBORHOOD

Intent & Character

The Core Neighborhood category is intended to protect and enhance the existing residential areas of Sherman. This area is generally located in the center of the city, east and west of US-75. A majority of the Core Neighborhood category encompasses what is known as east Sherman. This category encourages infill development that maintains the existing character, while increasing the aesthetic appeal of the community. In certain areas, an increase in density can be appropriate through the development of single-family attached products, like townhomes or quad-plexes.

Appropriate Land Use Types

- Single-family detached
- Single-family attached
- Local/neighborhood commercial and office
- Parks and open space
- Schools and civic uses

Compatible Zoning Districts

- Single-Family Residential (R-5, R-4, R-2F, and R-TH)
- Multi-Family Residential (MF-15 and MF-30)
- Manufactured Housing
- Retail Business
- Neighborhood Commercial

Considerations

- Infill that increases density should match the character of the surrounding structures.
- Small-scale commercial uses are appropriate along larger streets and should be compatible with the surrounding residential development.

Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services Department

- Agriculture/Rural
- Airport
- City Parkland
- Community Commercial
- Core Neighborhood
- Downtown
- Regional Commercial
- Suburban Neighborhood
- Technology Hub
- Planning & Zoning

CITY OF SHERMAN
FUTURE LAND USE MAP
100 BLK N CLEVELAND AVE

N
W E
S

Date: 11/18/2024 2:17 PM

Sherman
NOTICE OF PROPOSED ZONING CHANGE
PROJECT #: 24-005826
Planning & Zoning Map:
FOR MORE INFORMATION CONTACT:
DEVELOPMENT SERVICES
903-892-7229
SIDEWALK CLOSED

Patel Brothers Sherman construction project at N Cleveland and W Houston Sherman project

Legal address:	COLLEGE PARK ADDN, BLOCK 37, LOT W 100' 5 & 6, ACRES .2296
Deed Number:	2023-19447
Current Zoning Class:	R-6
Proposed Zoning Class	R-4
Lot Acre	0.2296
Current lots	Lot 5 and Lot 6 with equal in size 50’ x 100’

Summary: We currently own a lot at the above property where we would like to build 2 residential homes as attached in the concept plan.

Due to current zoning class R-6 and Lot-6 being a corner lot with thoroughfare requirement, our house plan cannot be built as the lot construction area becomes smaller for the corner lot.

We want to replat these lots so the new lot sizes will be as below:

Lot-5 - 40' x 100'
Lot-6 - 60' x 100'

With extra 10’ allocated to Lot-6 we would be able to build our floor plans in both lots.

However, this raises another issue with Lot-5 as it will no longer meet the R-6 zone requirements and will need to be re-zoned to R-4.

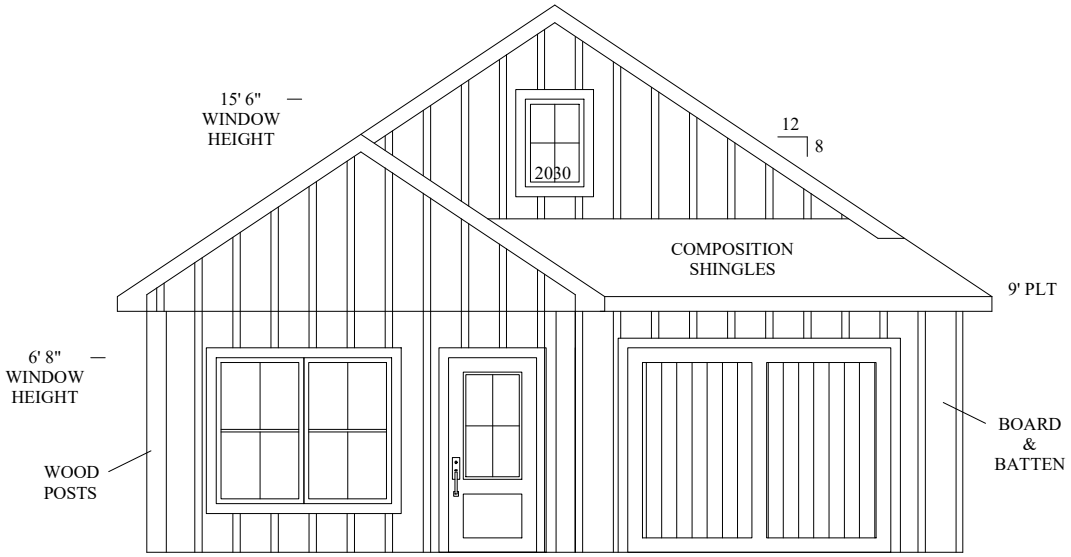
In summary, we want to re-plat these lots as mentioned above but before re-platting they need to be re-zoned so both the lots are converted to R-4 zone and we can utilize the same floor plan in both locations.

Once re-zoning process is completed, we will start the re-platting process unless you can combine both processes in one to save time on our part which will be greatly appreciated.

I have attached the required documents for zone change request. Please review them and let me know if I need to submit any additional documents.

Feel free to reach out to me if you have any questions or concerns.

Thanks,
Reliance Homes LLC (Harsiddh and Jinal Patel)



FRONT ELEVATION

CONCEPT FRONT ELEVATION PLAN

D2L DESIGNS, LLC
903.267.1284
HOUSE PLANS

PATEL CONCEPT PLAN

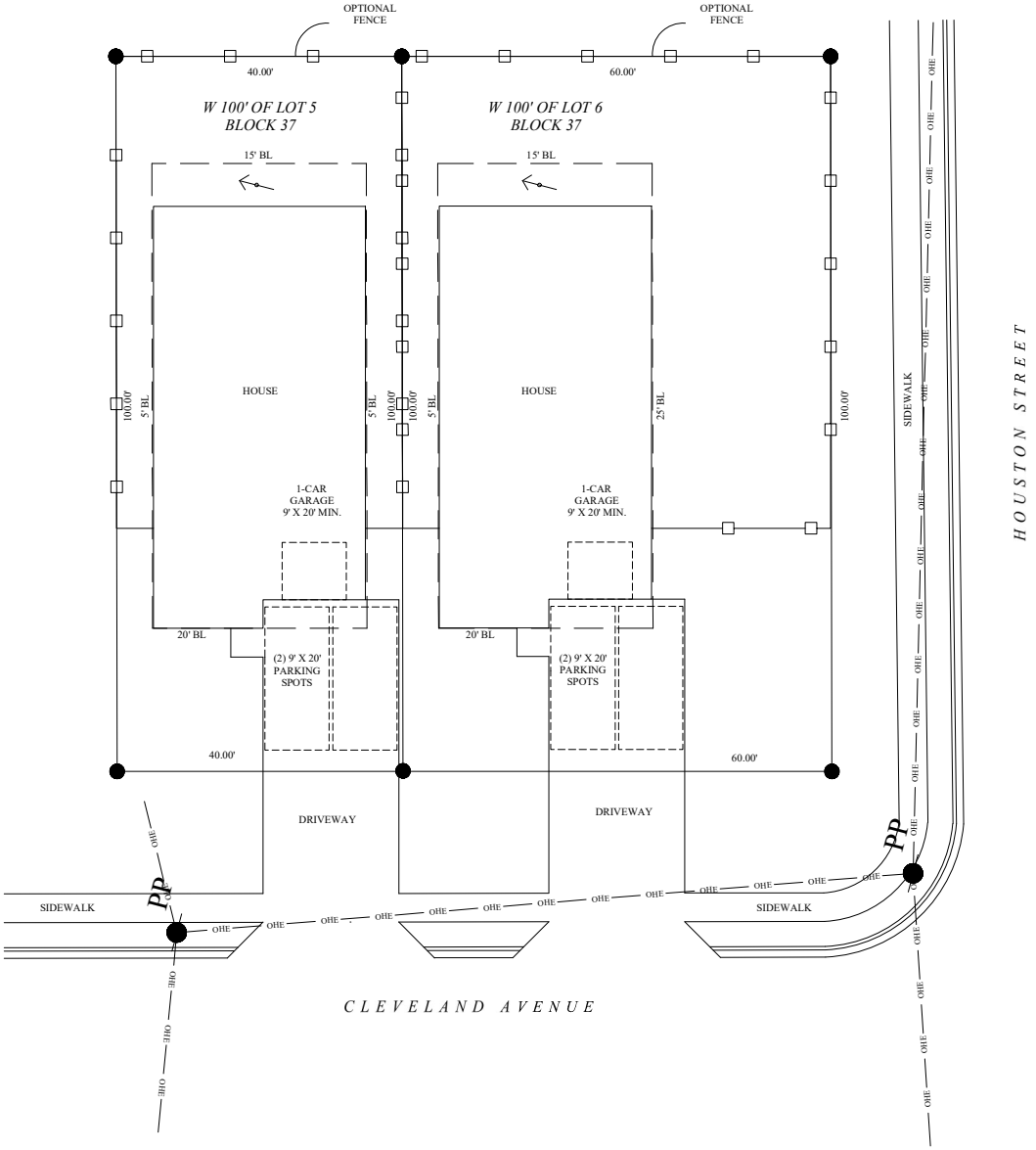
TBD N. CLEVELAND AVENUE
SHERMAN, TEXAS

D2LDESIGNS@YAHOO.COM

DATE
10/22/24

SHEET
CONCEPT
ELEVATION

SCALE
1/2" = 1'



CONCEPT SITE PLAN

D2L DESIGNS, LLC
903.267.1284
HOUSE PLANS

PATEL CONCEPT PLAN

TBD N. CLEVELAND AVENUE
SHERMAN, TEXAS

D2LDESIGNS@YAHOO.COM

DATE
10/22/24

SHEET
CONCEPT SITE

SCALE
1/8" = 1'

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. E.5.

Meeting Date: 1/21/2025

Prepared By: Rob Rae, Developmental Services Director

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6804

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, And Granting A Specific Use Permit To Allow Schools; Elementary, High, College and Universities, Public, Private, or Denominational in a R-6 (Single Family Residential) District, Located at 400 North Sunset Boulevard, Consisting of 12.131 acres being in the J.B. McAnair Survey, Abstract No. 763, City Of Sherman, Grayson County, Texas Sherman Independent School District (Owner), Taylor Boswell (Representative) and Teague Nall & Perkins (Surveyor) Prescribing Conditions To The Specific Use Permit; Providing A Penalty Not To Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

Issue:

Consideration of a Specific Use Permit for 12.131 acres of land located at 400 North Sunset Boulevard to Allow Schools; elementary, high, college and universities, public, private, or denominational in a R-6 (Single Family Residential) District.

Background:

The property is located at 400 North Sunset Boulevard between Robin Drive and West Pecan Street. The owner is requesting a Specific Use Permit to allow an early childhood center and elementary school.

Origination:

Sherman Independent School District (Owner), Taylor Boswell (Representative) and Teague Nall & Perkins (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the December 17, 2024 regular meeting, the Planning and Zoning Commission voted 7/0 to recommend to City Council that the Specific Use Permit be approved subject to the Staff Review Letter and being tied to Sherman Independant School District. **The proposed use is compatible with the City of Sherman Comprehensive Plan. Staff recommends that Council approve this item.**

Alternatives:

The City Council could deny the request.

Attachments:

1. Ordinance No. 6804
2. Exhibit A - Survey
3. Exhibit B - Site Plan
4. Exhibit C - Landscape Plan
5. Exhibit D - Building Elevations
6. Location Map
7. Zoning Map
8. Future Landuse Map
9. Property Notification Signs
10. Narrative

ORDINANCE NO. 6804

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, AND GRANTING A SPECIFIC USE PERMIT TO ALLOW SCHOOLS; ELEMENTARY, HIGH, COLLEGE AND UNIVERSITIES, PUBLIC, PRIVATE, OR DENOMINATIONAL IN A R-6 (SINGLE FAMILY RESIDENTIAL) DISTRICT, LOCATED AT 400 NORTH SUNSET BOULEVARD, CONSISTING OF 12.131 ACRES BEING IN THE J.B. MCANAIR SURVEY, ABSTRACT NO. 763, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS SHERMAN INDEPENDENT SCHOOL DISTRICT (OWNER), TAYLOR BOSWELL (REPRESENTATIVE) AND TEAGUE NALL & PERKINS (SURVEYOR) PRESCRIBING CONDITIONS TO THE SPECIFIC USE PERMIT; PROVIDING A PENALTY NOT TO EXCEED $2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW

WHEREAS, the City Planning and Zoning Commission and the City Council, in accordance with the state law and the ordinances of the City of Sherman, have given the required notices and have held the required public hearings regarding this Specific Use Permit; and

WHEREAS, the City Council finds that this use will complement or be compatible with the surrounding uses and community facilities; contribute to, enhance, or promote the welfare of the area of request and adjacent properties; not be detrimental to the public health, safety, or general welfare; and conform in all other respects to all applicable zoning regulations and standards; and

WHEREAS, the City Council finds that it is in the public interest to grant this Specific Use Permit, subject to certain conditions.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS:

SECTION 1. That, from and after the effective date of this Ordinance, the property located at 400 North Sunset Boulevard, City of Sherman, Grayson County, Texas is/are granted a Specific Use Permit to a Schools; elementary, high, college and universities, public, private, or denominational, subject to the conditions described in this Ordinance and that Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14 is hereby amended so as to hereafter include property on **Exhibit A – Survey**.

SECTION 2. That this Specific Use Permit is granted on the following conditions:

Zoning:

1. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's Zoning Ordinance/Code of Ordinance Chapter 14.
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal. *(Code of Ordinances Chapter 3.02(c))*
3. Fence Permits shall be permitted separately from the building permit and must adhere to the City's Zoning Ordinance/Code of Ordinance Chapter 14. *(Sec. 14.04.004)*
4. Sign Permits shall be permitted separately from the building permit and must adhere to the City's Zoning Ordinance/Code of Ordinance Chapter 14. *(Article 14.07)*
5. The property must be properly maintained in a state of good repair and neat appearance.
6. The use of the property must comply with all Federal and State Laws and Regulations and with all the Ordinances, Rules and Regulations of the City of Sherman.
7. The granting of the Specific Use Permit has no effect on the uses permitted as of right and does not waive the regulations of the underlying zoning district.
8. A Specific Use Permit is an amendment to the district regulations of the Zoning Ordinance that permits the establishment of a specific use within a zoning district in which such specific use may be established unless such use of land or structure is discontinued or abandoned for a period of thirty (30) consecutive days in which event such Specific Use Permit shall be void and such use may not thereafter be resumed unless a new Specific Use Permit is granted in accordance with this section. *(Chapter 14, Sec. 14.06.009(a)(1)(C))*
9. The approval of a Site Plan shall be effective for a period of two (2) years from the date of approval, at the end of which time the Site Plan shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Site Plan was approved.
10. Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

Engineering:

11. Platting of the property is required. *Code of Ordinances Chapter10.01.005; Texas Local Government Code Title 1, Sec. 212.004*
12. Traffic Impact Analysis with queuing study required to be submitted to Engineering Department for review and approval prior to Civil Engineering submittals per Pre-Development Meeting on October 10, 2024.
13. Engineering plans for retaining wall exceeding four feet (4') in total height shall be reviewed by Engineering Department prior to Retaining Wall Permit being issued by Engineering Department. *Code of Ordinances Chapter 3.03.002(a)(6)*
14. Drive approaches and sidewalks shall conform to City of Sherman standards and a permit with drawing showing dimensions is required from City of Sherman Engineering Department for review and approval prior to any work being done within public right of way. *Code of Ordinances Chapter 3, Division 5, Sec. 3.10.154; 10.03.003(h); Engineering Design Standards Manual 2.5*
15. Privately owned and maintained detention in accordance with City criteria may be required. Engineering documentation shall be provided to the City of Sherman Engineering Department for review and approval. If detention is required, Ownership

and Maintenance information to be shown on plat. *Code of Ordinances Chapter 10.03.006; Engineering Design Standards Manual Sec. 4.18*

16. Civil Engineering plans shall be provided to the Engineering Department for review and approval. Plat to reflect changes upon Engineering review. Civil Plan submittal requirements can be found in the Development Guide on the City of Sherman website. *Code of Ordinances Chapter 10.04; Engineering Design Standards Manual Sec. 1.9*

Fire Services:

The following are informational items only that may be applicable during construction but should not hold up approval of a site plan for zoning by the Fire Marshal's Office.

***The portion of the building exteriors that are enclosed by a fence need to have a walkthrough gate that can be locked for safety but has a key in the Knox Box.**

17. [ ] 506.1 Amended - Any new and existing buildings that have a fire sprinkler riser, standpipe system and/or a fire alarm control panel shall have a Knox key box that contains keys or a keycard to gain access to every door leading from the exterior of the building to the fire sprinkler riser, standpipe system and/or the fire alarm control panel. *(Located In City Ordinances Amendments)*

Additional Conditions:

18. The property shall be developed and used in accordance with all City Ordinances and the Site Plan shown in **Exhibit B.**
19. The property shall be developed and used in accordance with the Landscape Plan shown in **Exhibit C.**
20. The property shall be developed and used in accordance with the Building Elevations shown in **Exhibit D.**
21. Notwithstanding anything to the contrary herein, the Specific Use Permit granted in this Ordinance shall automatically expire, terminate and be rescinded in the event that a person or entity other than Sherman Independent School District is the owner or the lessee of the Property.

SECTION 3. That this Ordinance shall be entered upon the official zoning map as provided in Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14, Section 14.01.002.

SECTION 4. That after holding a properly noticed public hearing, the City Council may amend, change, or rescind the Specific Use Permit if any of the conditions set forth in Zoning Ordinance/Code of Ordinances Chapter 14, Section 14.06.009(1)(g), apply or exist.

SECTION 5. That the Specific Use Permit shall be effective from and after the effective date of this Ordinance. Upon termination of the Specific Use Permit, the property shall cease to be used as provided herein unless another Specific Use Permit or appropriate zoning has been obtained.

SECTION 6. That it shall be unlawful for any person to make use of the property in some manner other than as authorized by this Ordinance, and it shall be unlawful for any person to construct on the property any building that is not in conformity with the permissible uses under this Ordinance. Any person violating any provision of this Ordinance or the Zoning Ordinance, as they exist or may be amended, shall be deemed guilty of a misdemeanor, and on conviction thereof,

shall be fined in an amount not exceeding TWO THOUSAND AND NO/100 DOLLARS ($2,000.00). A violation of any provision of this Ordinance shall constitute a separate violation for each calendar day in which it occurs. The penal provisions imposed under this Ordinance shall not preclude the City from filing suit to enjoin the violation. The City retains all legal rights and remedies available to it pursuant to local, state, and federal law.

SECTION 7. That the Zoning Ordinance shall remain in full force and effect, save and except as amended by this or any other ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict, but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 8. That in the event any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional and/or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, regardless of whether any one or more sections, subsections, sentences, clauses or phrases is declared unconstitutional and/or invalid.

SECTION 9. That it is hereby officially found and determined that the meetings at which this Ordinance was introduced and passed were open to the public and that public notice of the time, place and purpose of said meetings were given all as required by law.

SECTION 10. That this Ordinance shall become effective from and after its adoption and publication as required by law and the City Charter.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS.

INTRODUCED on this the 21st day of January 2025.

ADOPTED on this the 21st day of January 2025.

EFFECTIVE DATE on this the 21st day of January 2025.

CITY OF SHERMAN, TEXAS

BY: _____

SHAWN TEAMANN, MAYOR

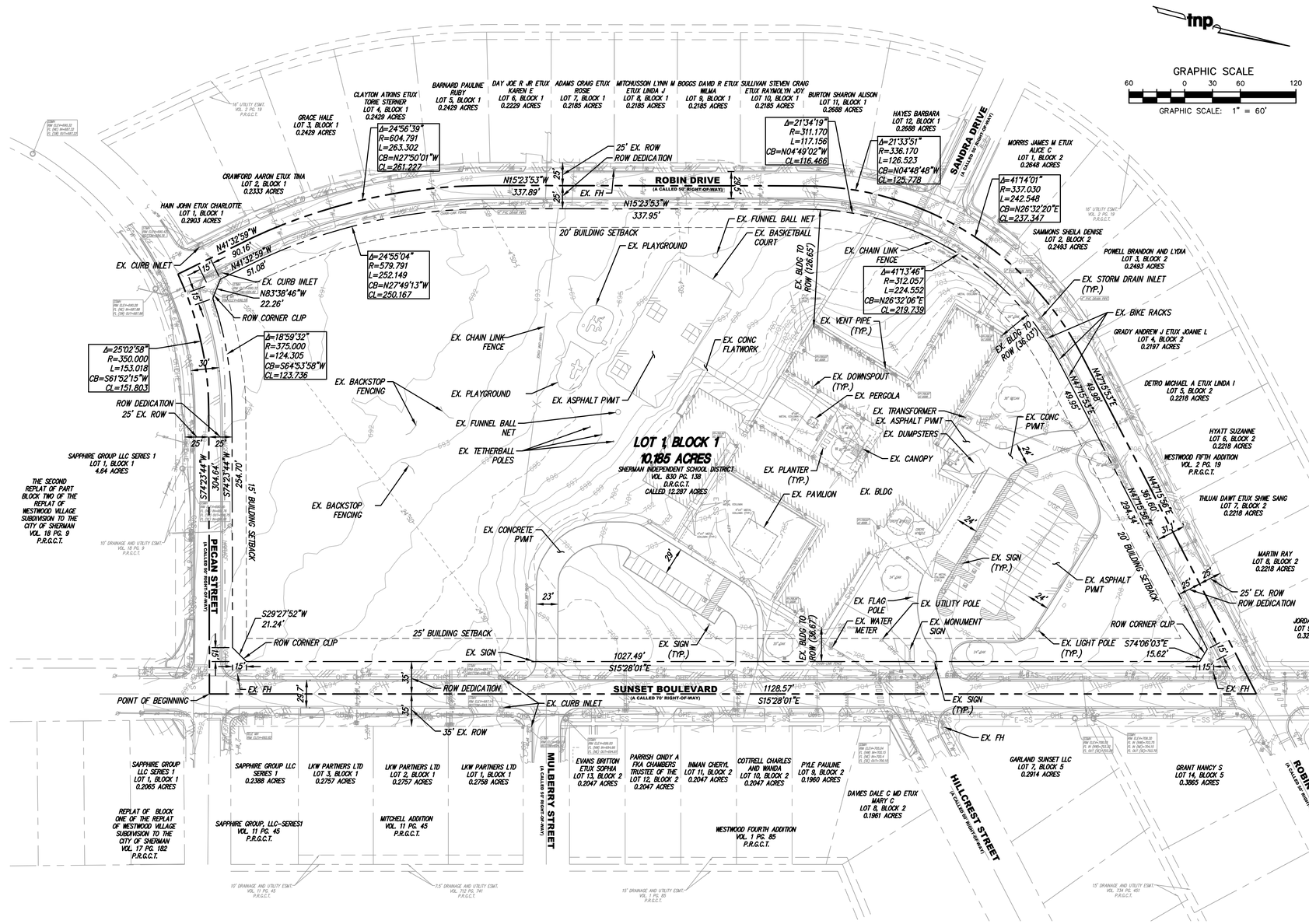
ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM:
THE LAW FIRM OF ABERNATHY,
ROEDER, BOYD & HULLETT, P.C.

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

EXHIBIT A



NOTES:
1. PRELIMINARY PLAT, FOR INSPECTION PURPOSES ONLY. IN NO WAY OFFICIAL OR APPROVED FOR RECORD PURPOSES.
2. ALL ONSITE UTILITIES ARE PRIVATE UNLESS OTHERWISE NOTED.
3. ACCORDING TO FLOOD INSURANCE RATE MAP (FIRM) PANEL 48181C0270G DATED SEPTEMBER 1, 2022 BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), THE SUBJECT TRACT OF LAND SHOWN HEREON LIES WITHIN ZONE 'X' UNSHADED, DEFINED AS 'AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN'.

LAND USE:

EXISTING	PUBLIC SCHOOL
PROPOSED	PUBLIC SCHOOL

LEGEND	
	TNP CONTROL
	SANITARY SEWER M.H.
	STORM DRAIN M.H.
	MAILBOX
	STREET LIGHT
	POWER POLE
	GUY WIRE
W	WATER VALVE
W	WATER METER
G	GAS METER
	SIGN
	TREE

LOT 1, BLOCK 1

Being a tract of land situated in the J. B. McAnair Survey, Abstract Number 763, Grayson County, Texas, and being that tract of land conveyed to Sherman Independent School District according to deed recorded in Volume 830, Page 138, Deed Records of Grayson County, Texas, and being more particularly described as follows:

BEGINNING at the intersection of the center line of Sunset Boulevard with the center line of Pecan Street, same being the southeast corner of the herein described tract of land;

THENCE South 74° 23' 44" West, along said Pecan Street, a distance of 304.64 feet to the beginning of a curve to the left;

THENCE with said curve to the left along Pecan Street having a radius of 350.00 feet, a central angle of 25° 02' 58", an arc length of 153.02 feet, a chord bearing of South 61° 52' 15" West, a distance of 151.80 feet to the intersection of the center line of Pecan Street with the center line of Robin Drive;

THENCE North 41° 32' 59" West, along said Robin Drive, a distance of 90.16 feet to the beginning of a curve to the right;

THENCE with said curve to the right along Robin Drive having a radius of 604.79 feet, a central angle of 24° 56' 39", an arc length of 263.30 feet, a chord bearing of North 27° 50' 01" West, a distance of 261.23 feet;

THENCE North 15° 23' 53" West, along Robin Drive, a distance of 337.89 feet to the beginning of a curve to the right;

THENCE with said curve to the right along Robin Drive having a radius of 336.17 feet, a central angle of 21° 33' 51", an arc length of 126.52 feet, a chord bearing of North 04° 48' 48" West, a distance of 125.78 feet;

THENCE with said compound curve continuing to the right along Robin Drive having a radius of 337.03 feet, a central angle of 41° 14' 01", an arc length of 242.55 feet, a chord bearing of North 26° 32' 20" East, a distance of 237.35 feet;

THENCE North 47° 15' 53" East, along Robin Drive, a distance of 49.98 feet to a point for corner;

THENCE North 47° 15' 56" East, along Robin Drive, a distance of 361.60 feet to the intersection of the center line of Robin Drive with the center line of Sunset Boulevard;

THENCE South 15° 28' 01" East, along said Sunset Boulevard, a distance of 1128.57 feet to the POINT OF BEGINNING containing 528438 square feet, or 12.131 acres of land.

AVIGATION RELEASE

STATE OF TEXAS
COUNTY OF GRAYSON
KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, _____, hereinafter called OWNER (whether one or more), is the owner of a certain parcel of land situated in the City of Sherman, Grayson County, Texas, being more particularly described in this plat.OWNER does hereby waive, release, remise, quit claim and forever hold harmless the City of Sherman, Texas, a home–rule municipality, hereinafter called CITY, and the Sherman Municipal Airport, hereinafter called AIRPORT, and their respective successors and assigns, of and from any and all claims for damages of any kind that OWNER may now have or may hereinafter have in the future by reason of the passage of any and all aircraft ("aircraft" being defined for the purpose of this instrument as any contrivance now known or hereinafter invented, including but not limited to jet, propeller–driven, civil, military, experimental or commercial aircraft and helicopters, regardless of existing or future noise levels, designed or used for the purpose of transporting persons or property through the air, by whoever owned or operated), in the airspace over OWNER'S property. Such release shall include, but not be limited to, any damages to OWNER'S property, such as noise, vibration, fumes, dust, fuel and lubricant particles, and all other effects that may be caused by the operation of aircraft landing at, taking off from, operating at or on, or being maintained at the Sherman Municipal Airport, whether such claim be for injury or death to person or persons or damages to or taking of property.

This Release shall be binding upon OWNER and OWNER'S successors, heirs, executors, administrators and assigns, and shall be a covenant running with the land.

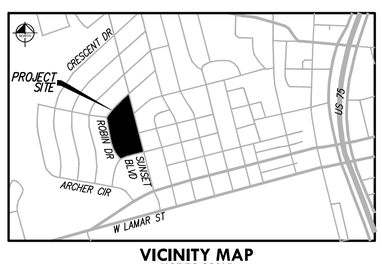
Executed this _____ day of _____, AD, 20 _____.

_____
(Owner)

_____ _____
City Engineer Date
City of Sherman

Attest:

_____
City Clerk



VICINITY MAP
NOT TO SCALE

teague nall & perkins
825 Watters Creek Boulevard., Suite M300
Allen, Texas 75013
214.461.9867 ph 214.461.9864 fx
TBPE Registration No. F-230
www.tnpinc.com

OWNER/APPLICANT:
SHERMAN I.S.D.
2701 N LOY LAKE RD,
SHERMAN, TEXAS 75090
PHONE: 903.891.6400
CONTACT: DR. THOMAS O'NEIL

ARCHITECT:
VLK ARCHITECTS
1320 HEMPHILL ST, SUITE 400
FORT WORTH, TX 76104
817.635.1217
CONTACT: JULIE DUNGEY

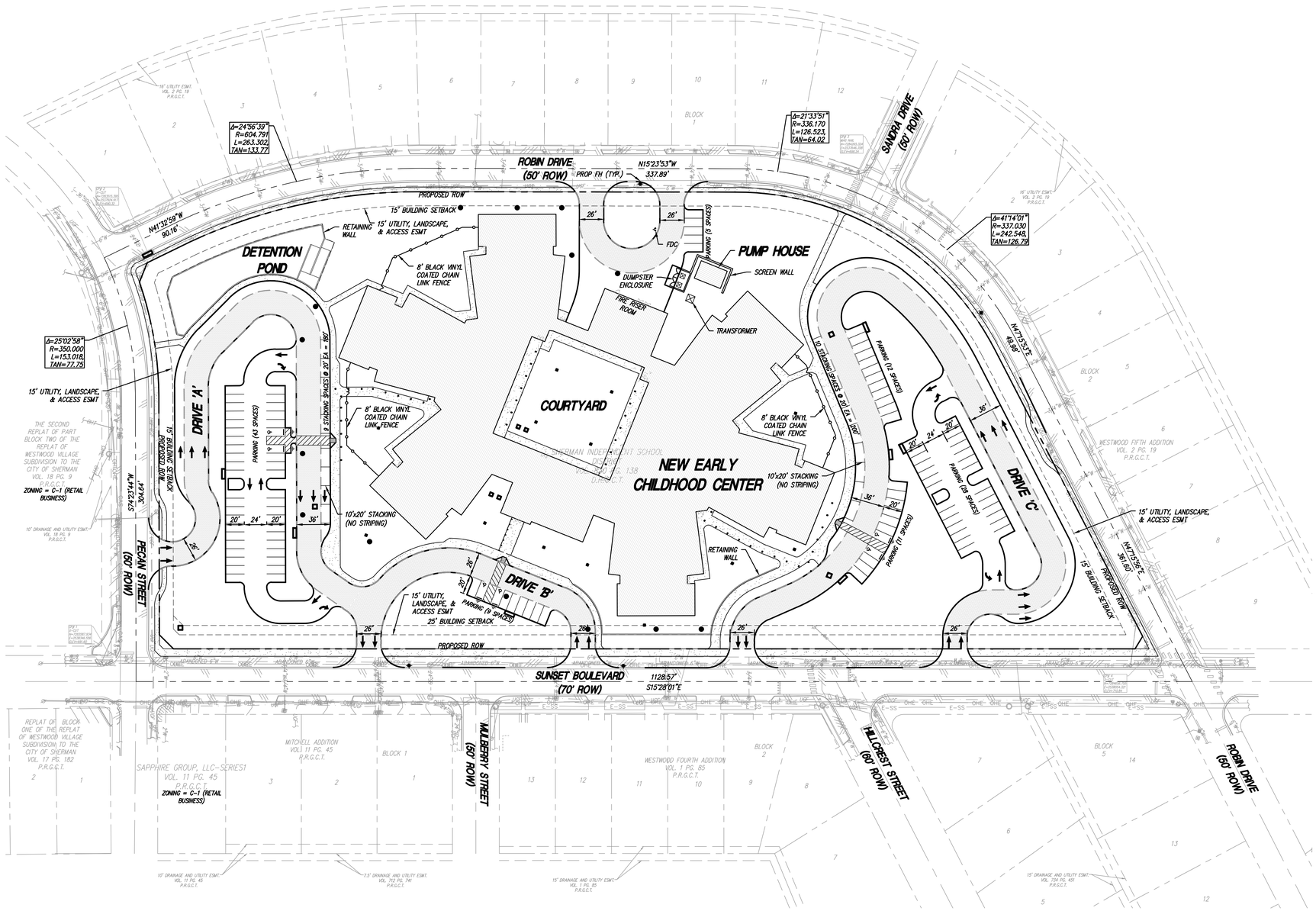
ENGINEER:
TEAGUE NALL & PERKINS, INC.
825 WATTERS CREEK BLVD., STE. M300
ALLEN, TEXAS 75013
214.988.9965
CONTACT: TAYLOR BOSWELL, P.E.

SURVEYOR:
TEAGUE NALL & PERKINS, INC.
825 WATTERS CREEK BLVD., STE. M300
ALLEN, TEXAS 75013
214.988.9971
CONTACT: BRIAN J. MADDOX II, R.P.L.S.

PRELIMINARY PLAT
FOR
SHERMAN EARLY CHILDHOOD CENTER
LOT 1, BLOCK 1

CITY OF SHERMAN, GRAYSON COUNTY, TEXAS
J.B. MCANAIR SURVEY, ABSTRACT NO. 763
NOVEMBER 13, 2024

EXHIBIT B



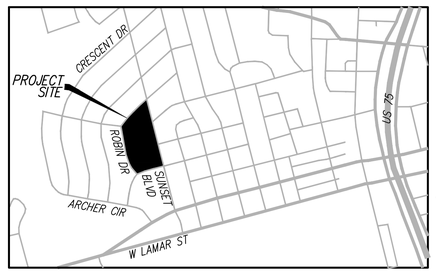
tnp

GRAPHIC SCALE
50 0 25 50 100
GRAPHIC SCALE: 1" = 50'

SITE DATA SUMMARY

EXISTING ZONING:	R-6
PROPOSED ZONING:	R-6
GROSS LOT AREA:	443,987 SF (10.193 AC)
GROSS BUILDING AREA:	96,729 SF
TOTAL IMPERVIOUS AREA:	269,498 SF (6.187 AC)
LANDSCAPED AREA:	174,489 SF (4.006 AC)
FLOOR AREA RATIO:	0.218
REQUIRED PARKING:	
NURSERY/KINDERGARTEN /DAYCARE: 1 PARKING SPACE FOR EVERY 8 PUPILS (660 STUDENT CAPACITY / 8 = 82.5 SPACES)	83 SPACES
ELEMENTARY SCHOOL: 2.5 PARKING SPACES FOR EVERY CLASSROOM AND A MINIMUM OF 10 STACKING SPACES IN 1 PICK-UP/DROP-OFF LANE (36 CLASSROOMS X 2.5 = 90 SPACES)	90 SPACES
TOTAL PROVIDED PARKING:	127 SPACES
STANDARD SPACES (9'X20'):	102 SPACES
PARALLEL STACKING (10'X20'):	19 SPACES
HANDICAP SPACES:	6 SPACES

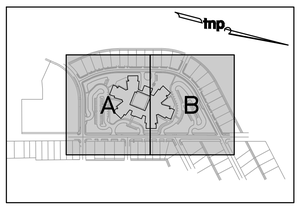
NOTES:
1. ADJACENT PROPERTIES ZONED R-6 UNLESS SPECIFIED OTHERWISE
2. ACCORDING TO FLOOD INSURANCE RATE MAP (FIRM) PANEL 48181C0270G DATED SEPTEMBER 1, 2022 BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), THE SUBJECT TRACT OF LAND SHOWN HEREON LIES WITHIN ZONE 'X' UNSHADED, DEFINED AS 'AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN'.



LOCATION MAP
NOT TO SCALE

SITE PLAN
FOR
SHERMAN EARLY CHILDHOOD CENTER

BEING 10.193 ACRES OF LAND
SITUATED IN THE J.B. MCANAIR SURVEY,
ABSTRACT NO. 763
CITY OF SHERMAN, GRAYSON COUNTY, TEXAS
PREPARED: NOVEMBER 2024



KEYPLAN
SCALE 1"=500'

tnp Project VLK24387

VLK | ARCHITECTS

ARCHITECT
VLK Architects
1320 Hemphill Street, Suite 400
Fort Worth, Texas 76104
Main Phone: 817.633.1600
www.vlkarchitects.com

CIVIL ENGINEER
Teague, Nall, & Perkins, Inc.
825 Watters Creek Boulevard,
Suite M300
Allen, Texas 75013
Main Phone: 214.461.9867
www.tnpinc.com

LANDSCAPE / IRRIGATION
Teague, Nall, & Perkins, Inc.
5237 N. Riverside Drive,
Suite 100
Fort Worth, Texas 76137
Main Phone: 817.336.5773
www.tnpinc.com

SHERMAN ISD
SHERMAN, TEXAS

50% Construction Documents

NOT FOR REGULATORY APPROVAL, PERMITTING OR CONSTRUCTION.

ISSUED: DECEMBER 4, 2024

REVISIONS
Revision No.

Director: WMA	Drawn By: TNP
Designer: TRB	Quality Control: TNP
Proj. Arch.: VLK	

PROJECT NO.
24-043.00

SHEET TITLE
OVERALL SITE PLAN

SHEET NO.
C1.03

New Early Childhood Center

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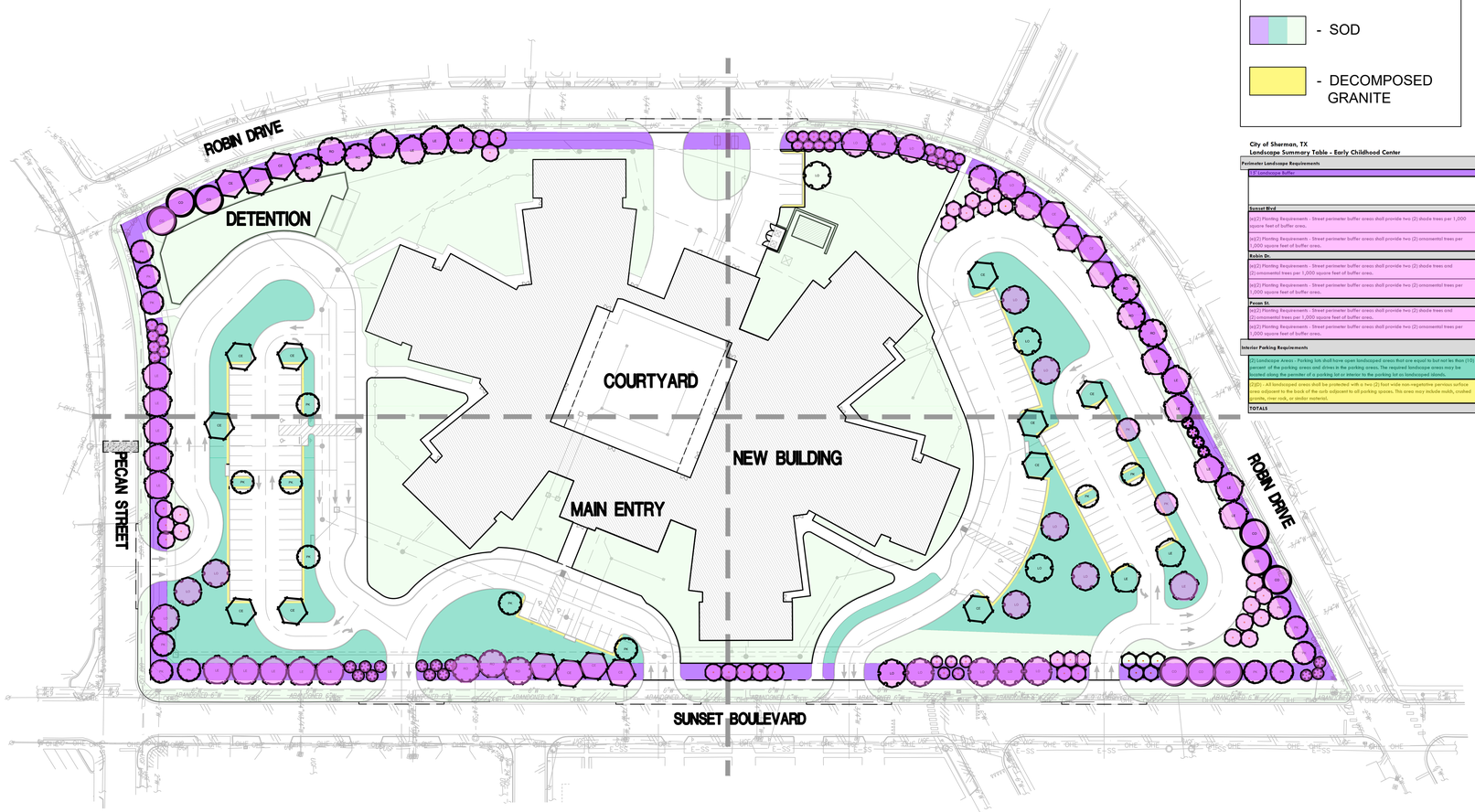
EXHIBIT C



LEGEND

- SOD

- DECOMPOSED GRANITE

GRAPHIC SCALE

50 0 25 50 100

GRAPHIC SCALE: 1" = 50'

City of Sherman, TX
Landscape Summary Table - Early Childhood Center

Perimeter Landscape Requirements			Required	Provided
15' Landscape Buffer			15' Buffer	15' Buffer
			TREES	
	Unit	2 Trees Req. per SF	Trees Required	Trees Provided
Sunset Blvd	14,230	(SF)		
(x2) Planting Requirements - Street perimeter buffer areas shall provide two (2) shade trees per 1,000 square feet of buffer area.		1000	30	30
(x2) Planting Requirements - Street perimeter buffer areas shall provide two (2) ornamental trees per 1,000 square feet of buffer area.		1000	30	30
Robin Dr.	19,320	(SF)		
(x2) Planting Requirements - Street perimeter buffer areas shall provide two (2) shade trees and (2) ornamental trees per 1,000 square feet of buffer area.		1000	40	40
(x2) Planting Requirements - Street perimeter buffer areas shall provide two (2) ornamental trees per 1,000 square feet of buffer area.		1000	30	30
Foam St.	3,730	(SF)		
(x2) Planting Requirements - Street perimeter buffer areas shall provide two (2) shade trees and (2) ornamental trees per 1,000 square feet of buffer area.		1000	12	12
(x2) Planting Requirements - Street perimeter buffer areas shall provide two (2) ornamental trees per 1,000 square feet of buffer area.		1000	30	30
Interior Parking Requirements	119,673	Parking Area (SF)		
(2) Landscape Areas - Parking lots shall have open landscaped areas that are equal to but not less than (10) percent of the parking areas and drives in the parking areas. The required landscape areas may be located along the perimeter of a parking lot or interior to the parking lot as landscaped islands.				
(100) - All landscaped areas shall be protected with a two (2) foot wide non-vegetative pervious surface area adjacent to the back of the curb adjacent to all parking spaces. This area may include mulch, crushed granite, river rock, or similar material.				
TOTALS		TREES:	82 Required	82 Provided

LANDSCAPING			
Req. per Area	LS SF Required	LS SF Provided
10%	11,968	48,180
Provided		
LANDSCAPE	11,968 Required	48,180 Provided

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1320 Hemphill Street, Suite 400
Fort Worth, Texas 76104
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Suite M300
Allen, Texas 75013
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ISSUED: DECEMBER 4, 2024

Revision No.

Director WMA	Drawn By TNP
Designer TRB	Quality Control TNP
Proj. Arch. VLK	

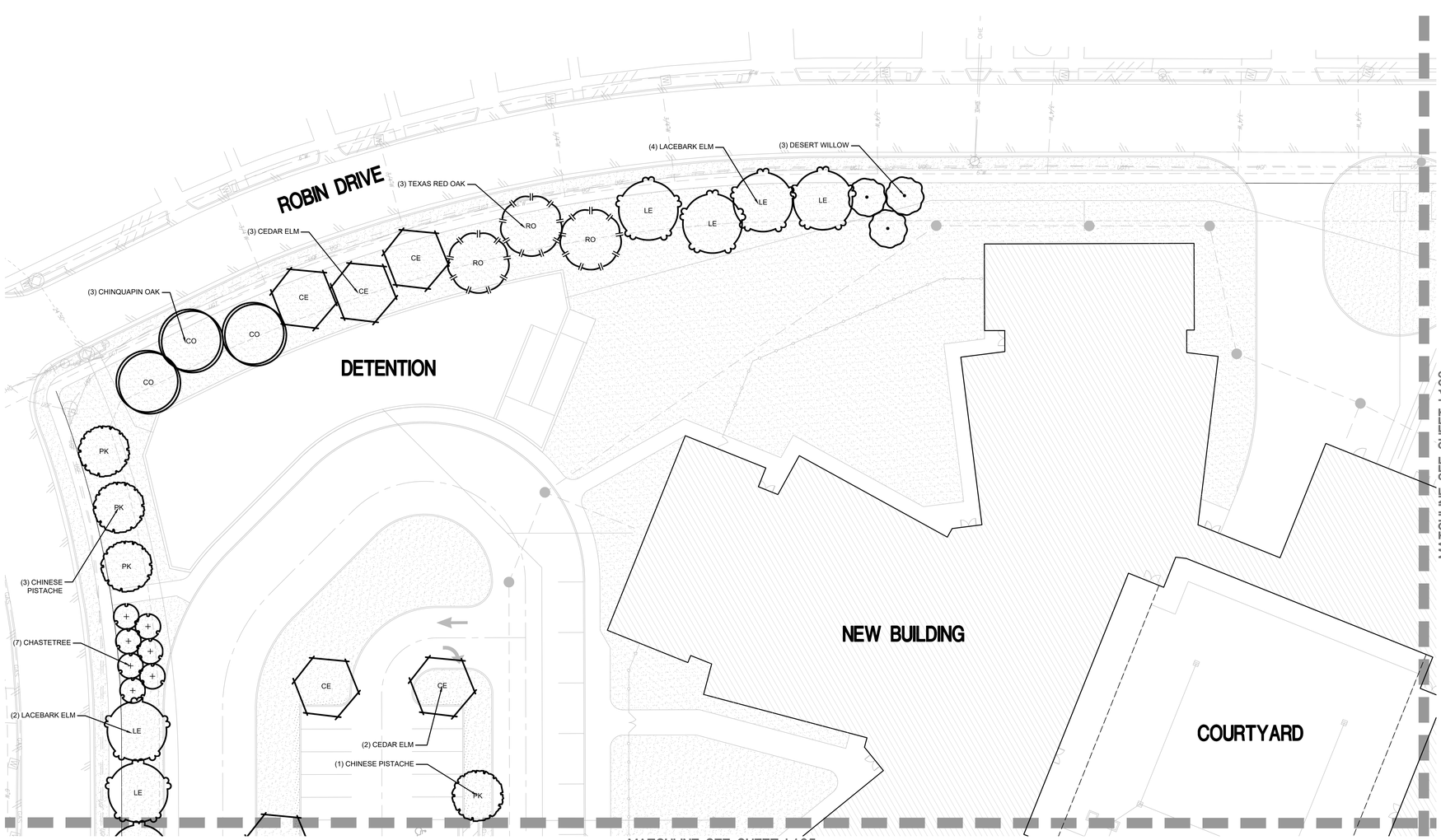
24-043.00

OVERALL LANDSCAPE PLAN

L1.01

tnp Project VLK24387

EXHIBIT C



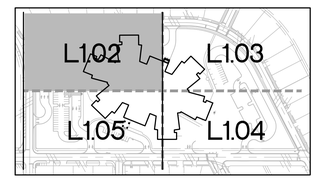
GRAPHIC SCALE

20 0 10 20 40

GRAPHIC SCALE: 1" = 20'

PLANT SCHEDULE

SYMBOL	COMMON NAME
CANOPY TREES	
CE	CEDAR ELM
PK	CHINESE PISTACHE
CO	CHINQUAPIN OAK
LE	LACEBARK ELM
LO	LIVE OAK
RO	TEXAS RED OAK
ORNAMENTAL TREES	
	CHASTETREE
	DESERT WILLOW
	MUSKOGEE CRAPE MYRTLE
	TEXAS REDBUD
GROUND COVERS	
	DECOMPOSED GRANITE
SOD/SEED	
	TIF 419 BERMUDA SOD



KEYPLAN

tnp Project VLK24387

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1320 Hemphill Street, Suite 400
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Revision No.

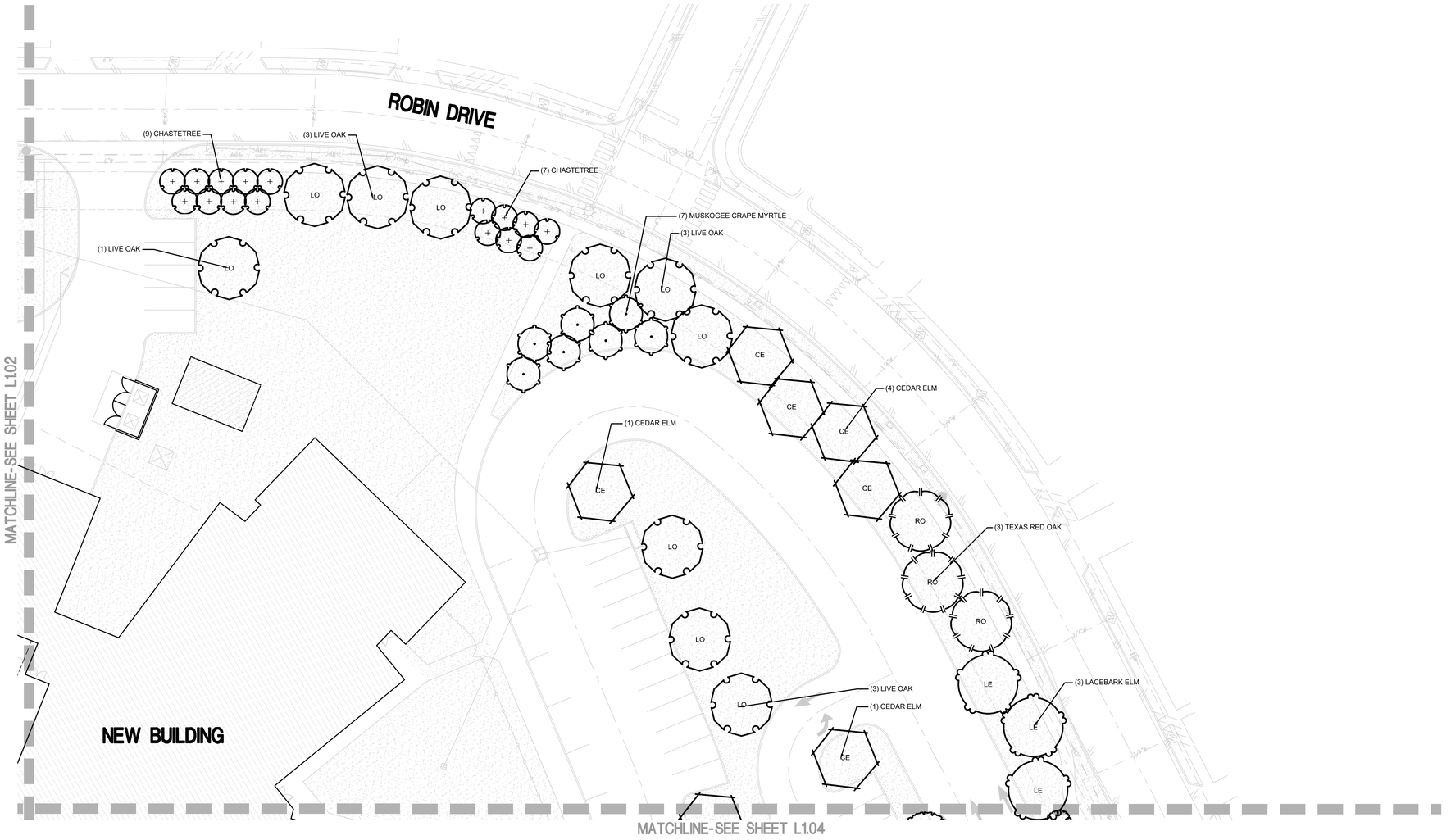
Director WMA	Drawn By TNP
Designer TRB	Quality Control TNP
Proj. Arch. VLK	

24-043.00

LANDSCAPE PLAN

L1.02

EXHIBIT C



tnp

GRAPHIC SCALE

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GRAPHIC SCALE: 1" = 20'

PLANT SCHEDULE

SYMBOL	COMMON NAME
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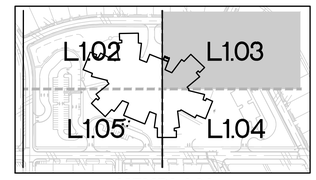
PK	CHINESE PISTACHE
CO	CHINQUAPIN OAK
LE	LACEBARK ELM
LO	LIVE OAK
RO	TEXAS RED OAK
ORNAMENTAL TREES	
+	CHASTETREE
•	DESERT WILLOW
•	MUSKOGEE CRAPE MYRTLE
	TEXAS REDBUD
GROUND COVERS	
	DECOMPOSED GRANITE
SOD/SEED	
	TIF 419 BERMUDA SOD



KEYPLAN

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ISSUED: DECEMBER 4, 2024

Revision No.

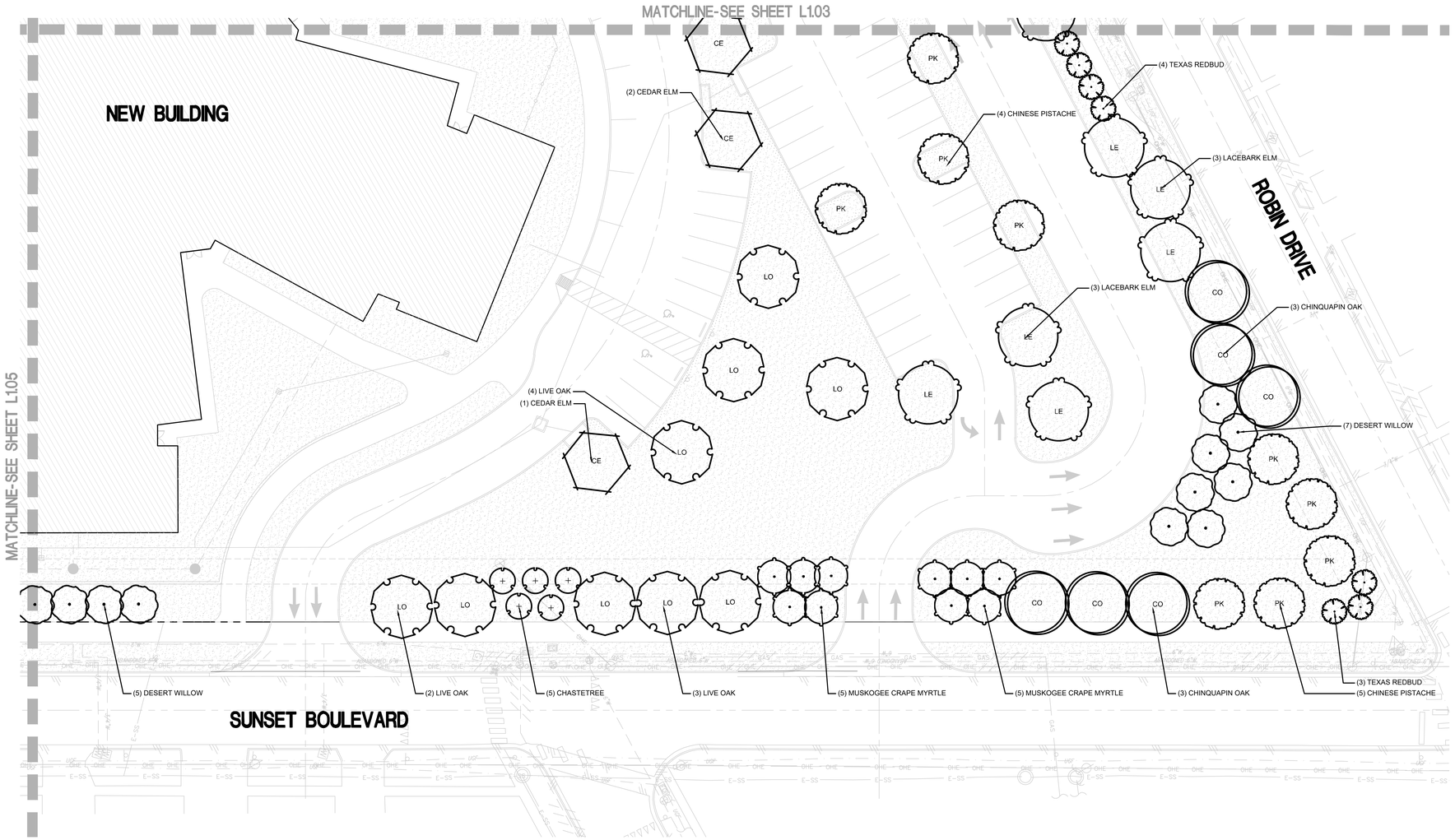
Director WMA	Drawn By TNP
Designer TRB	Quality Control TNP
Proj. Arch. VLK	

24-043.00

LANDSCAPE PLAN

L1.03

EXHIBIT C



tnp

GRAPHIC SCALE

20 0 10 20 40

GRAPHIC SCALE: 1" = 20'

PLANT SCHEDULE

SYMBOL COMMON NAME

CANOPY TREES

- CE — CEDAR ELM
- PK — CHINESE PISTACHE
- CO — CHINQUAPIN OAK
- LE — LACEBARK ELM
- LO — LIVE OAK
- RO — TEXAS RED OAK

ORNAMENTAL TREES

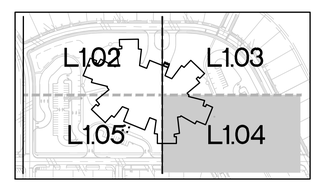
- CHASTETREE
- DESERT WILLOW
- MUSKOGEE CRAPE MYRTLE
- TEXAS REDBUD

GROUND COVERS

- DECOMPOSED GRANITE

SOD/SEED

- TIF 419 BERMUDA SOD



KEYPLAN

tnp Project VLK24387

VLK | ARCHITECTS

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ISSUED: DECEMBER 4, 2024

Revision No.

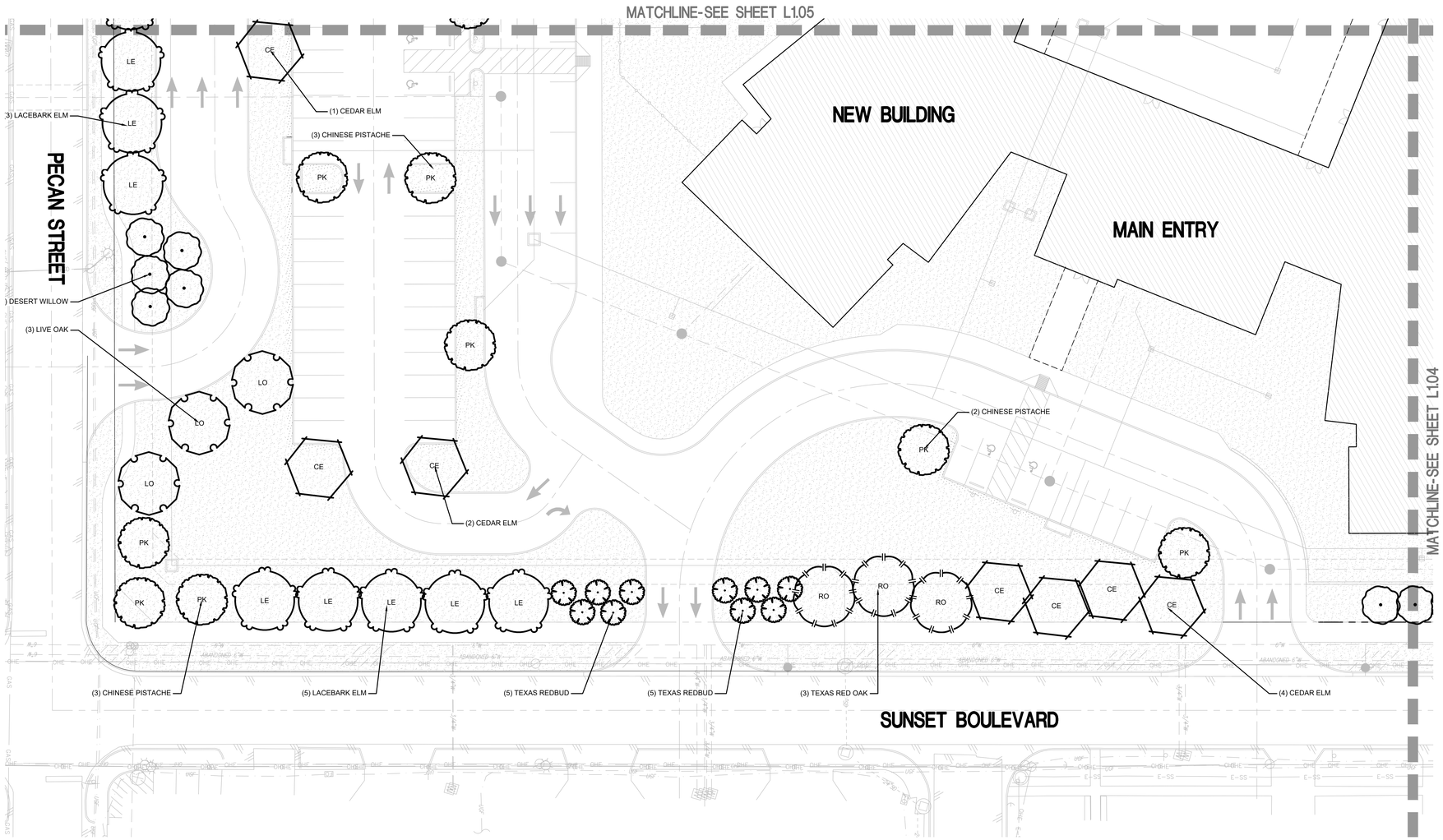
Director	Drawn By
WMA	TNP
Designer	Quality Control
TRB	TNP
Proj. Arch.	
VLK	

24-043.00

LANDSCAPE PLAN

L1.04

EXHIBIT C



tnp

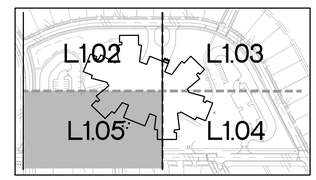
GRAPHIC SCALE

20 0 10 20 40

GRAPHIC SCALE: 1" = 20'

PLANT SCHEDULE

SYMBOL	COMMON NAME
CANOPY TREES	
CE	CEDAR ELM
PK	CHINESE PISTACHE
CO	CHINQUAPIN OAK
LE	LACEBARK ELM
LO	LIVE OAK
RO	TEXAS RED OAK
ORNAMENTAL TREES	
	CHASTETREE
	DESERT WILLOW
	MUSKOGEE CRAPE MYRTLE
	TEXAS REDBUD
GROUND COVERS	
	DECOMPOSED GRANITE
SOD/SEED	
	TIF 419 BERMUDA SOD



KEYPLAN

tnp Project VLK24387

VLK | ARCHITECTS

VLK Architects
1320 Hemphill Street, Suite 400
Fort Worth, Texas 76104
Main Phone: 817.633.1600
www.vlkarchitects.com

Teague, Nall, & Perkins, Inc.
825 Watters Creek Boulevard,
Suite M300
Allen, Texas 75013
Main Phone: 214.461.9867
www.tnpinc.com

Teague, Nall, & Perkins, Inc.
5237 N. Riverside Drive,
Suite 100
Fort Worth, Texas 76137
Main Phone: 817.336.5773
www.tnpinc.com

50% Construction Documents

NOT FOR REGULATORY APPROVAL, PERMITTING OR CONSTRUCTION.

ISSUED: DECEMBER 4, 2024

Revision No.

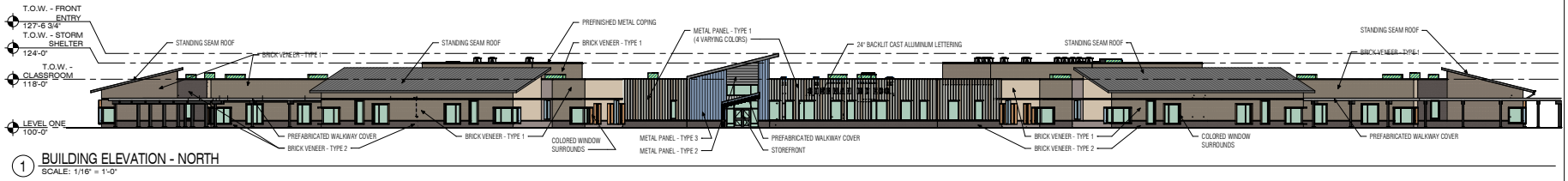
Director WMA	Drawn By TNP
Designer TRB	Quality Control TNP
Proj. Arch. VLK	

24-043.00

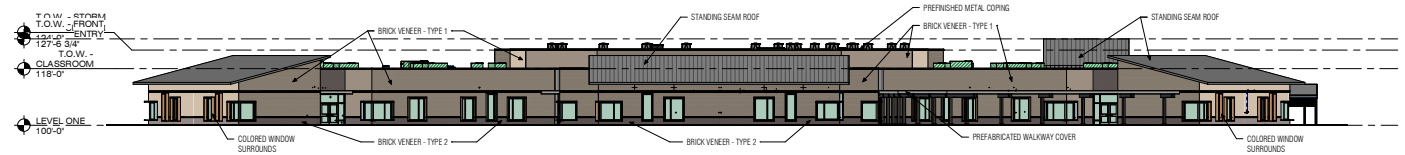
LANDSCAPE PLAN

L1.05

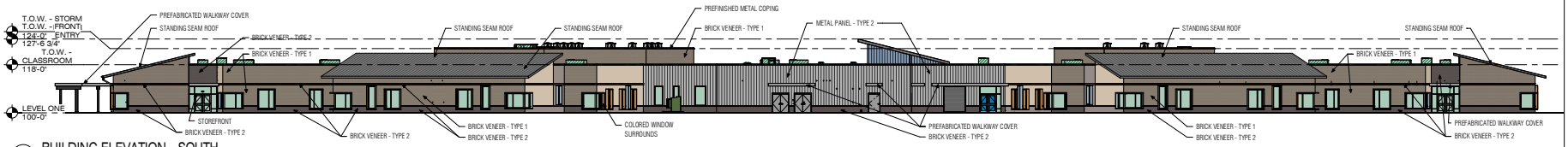
EXHIBIT D



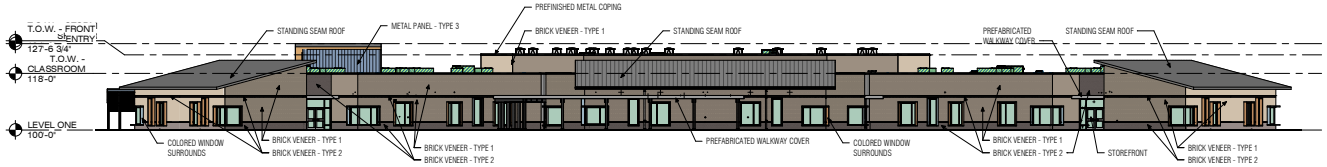
1 BUILDING ELEVATION - NORTH
SCALE: 1/16" = 1'-0"



2 BUILDING ELEVATION - EAST
SCALE: 1/16" = 1'-0"



3 BUILDING ELEVATION - SOUTH
SCALE: 1/16" = 1'-0"



4 BUILDING ELEVATION - WEST
SCALE: 1/16" = 1'-0"

VLK|ARCHITECTS

ARCHITECT
VLK Architects
1320 Hemphill Street, Suite 400
Fort Worth, Texas 76104
Main Phone: 817.633.1600
www.vlkarchitects.com

SHERMAN ISD
SHERMAN, TEXAS

New Early Childhood Center

P&Z SUBMISSION

NOT FOR REGULATORY APPROVAL, PERMITTING OR CONSTRUCTION.

CLINTON W. SCHIVER
TEXAS LICENSE #19157

ISSUED: NOVEMBER 6, 2024

REVISIONS

Revision No.	Revision Date

Director CWS	Drawn By VLK
Designer WR	Quality Control VLK
Proj. Arch. JAD	

PROJECT NO.
24-043.00

SHEET TITLE
OVERALL EXTERIOR ELEVATIONS

SHEET NO.
SUP.1

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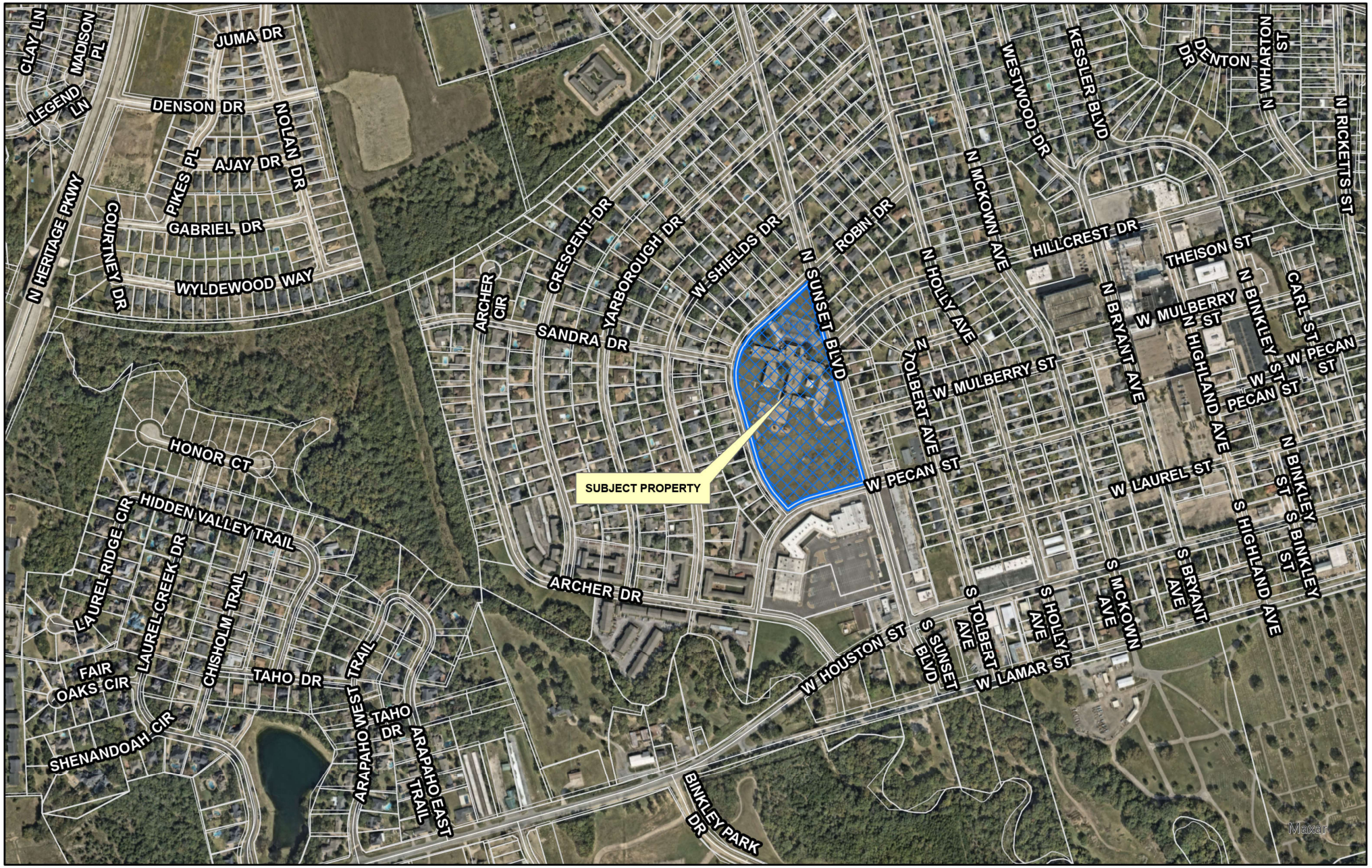


dlagrone H:\PLANNING\Public Notification KT.aprx

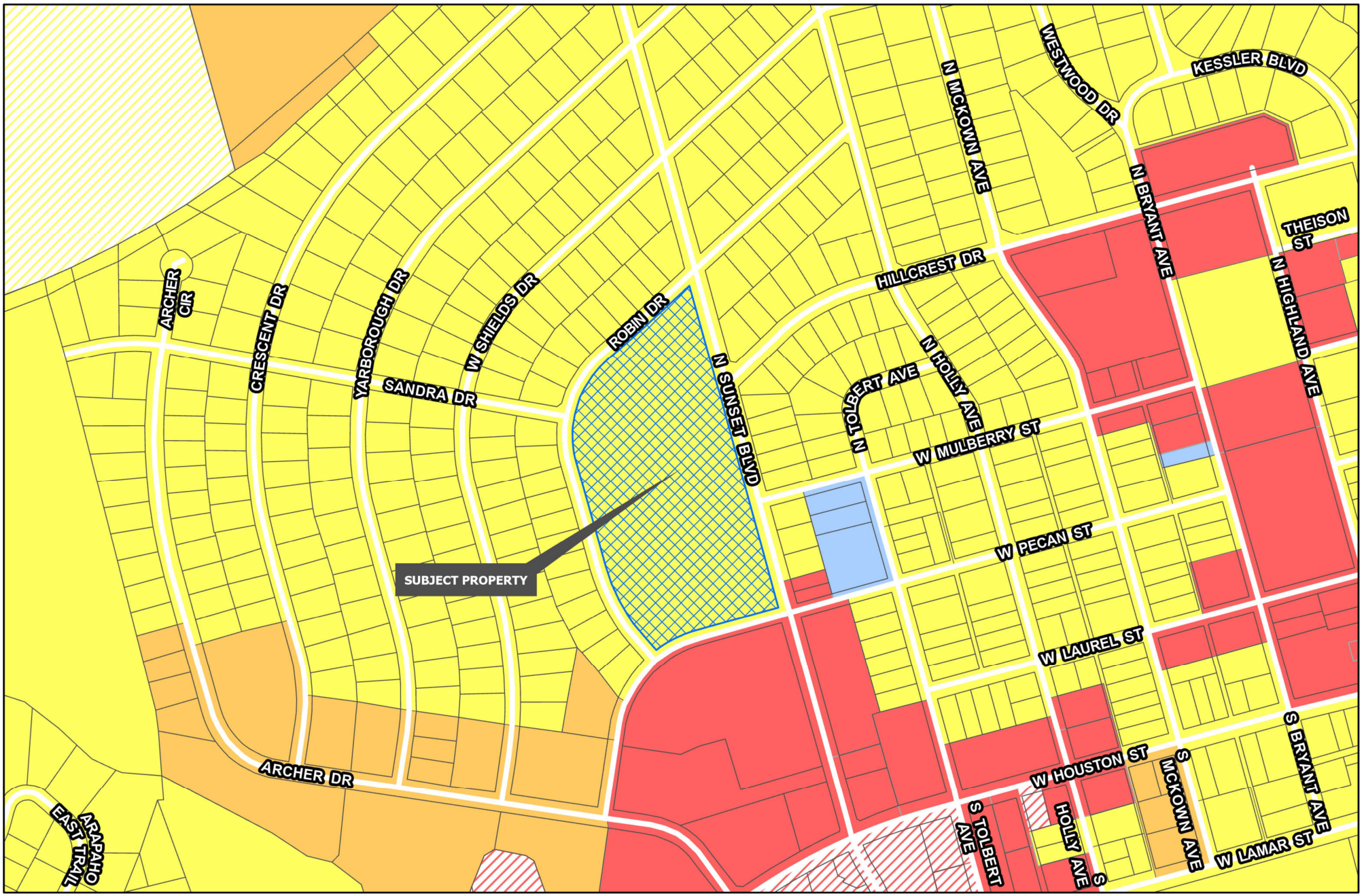
Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

CITY OF SHERMAN
LOCATION MAP
400 N SUNSET BLVD

N
W E
S

Date: 11/18/2024 3:25 PM



Sherman
CLASSIC TOWN. BROAD HORIZON.

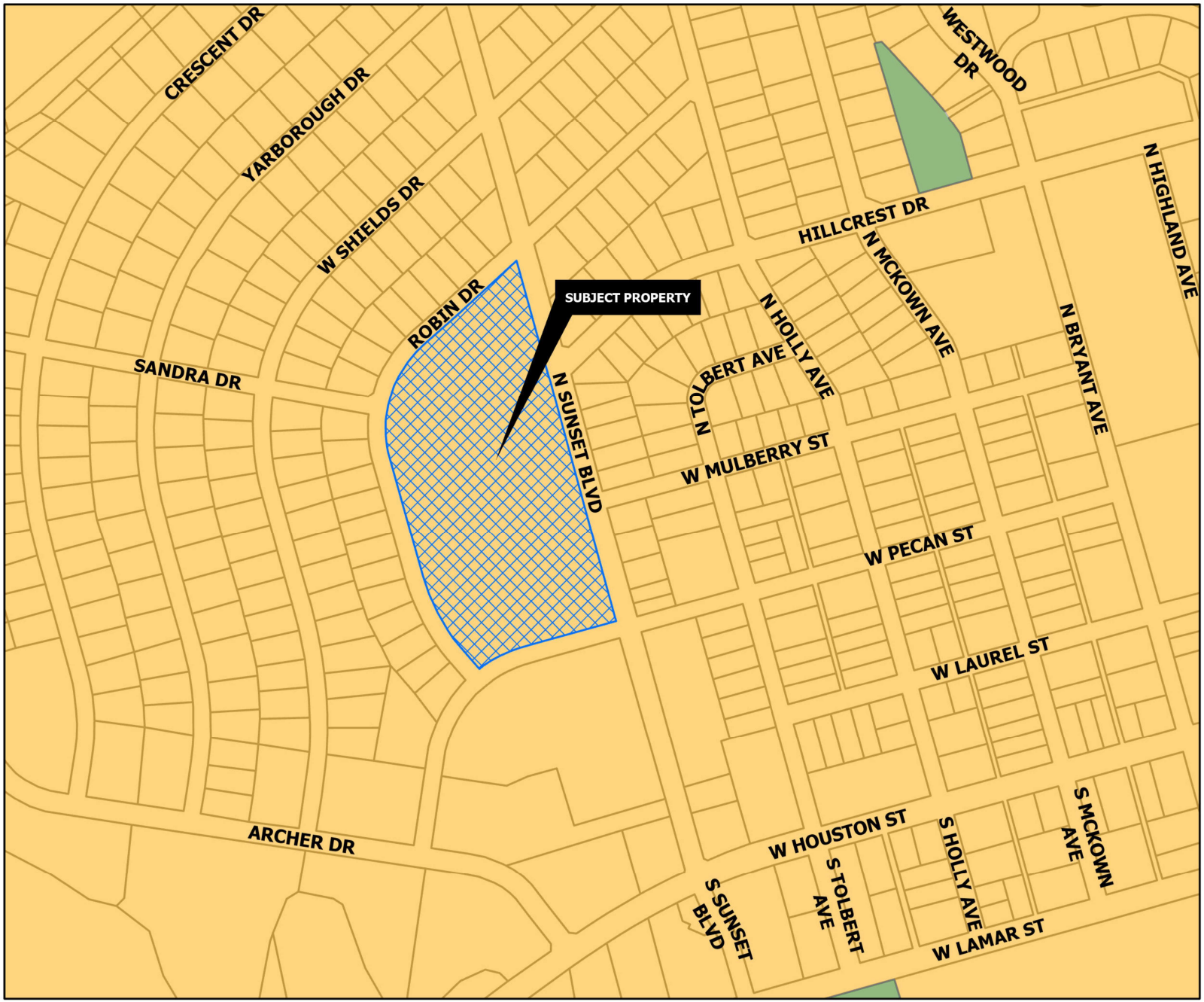
Development Services Department

- R-A Residential Agricultural
- R-E Estate Residential
- R-12 Single Family Residential
- R-6 Single Family Residential
- R-5 Single Family Residential
- R-4 Patio Home Residential
- R-2F Duplex Residential
- R-TH Townhome Residential
- MF-15 Multi-Family Residential
- MF-30 Multi-Family Residential
- MH Manufactured Housing
- C-N Neighborhood Commercial
- C-O Office
- C-1 Retail Business
- C-2 General Commercial
- M-1 Light Manufacturing
- M-1.5 Medium Manufacturing
- M-2 Heavy Manufacturing
- PD Planned Development
- Road Names All
- Planning & Zoning

CITY OF SHERMAN
ZONING MAP
400 N SUNSET BLVD

N
W E
S

Date: 11/18/2024 4:06:21



CORE NEIGHBORHOOD

Intent & Character

The Core Neighborhood category is intended to protect and enhance the existing residential areas of Sherman. This area is generally located in the center of the city, east and west of US-75. A majority of the Core Neighborhood category encompasses what is known as east Sherman. This category encourages infill development that maintains the existing character, while increasing the aesthetic appeal of the community. In certain areas, an increase in density can be appropriate through the development of single-family attached products, like townhomes or quad-plexes.

Appropriate Land Use Types

- Single-family detached
- Single-family attached
- Local/neighborhood commercial and office
- Parks and open space
- Schools and civic uses

Compatible Zoning Districts

- Single-Family Residential (R-5, R-4, R-2F, and R-TH)
- Multi-Family Residential (MF-15 and MF-30)
- Manufactured Housing
- Retail Business
- Neighborhood Commercial

Considerations

- Infill that increases density should match the character of the surrounding structures.
- Small-scale commercial uses are appropriate along larger streets and should be compatible with the surrounding residential development.

Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services Department

- Agriculture/Rural
- Airport
- City Parkland
- Community Commercial
- Core Neighborhood
- Downtown
- Regional Commercial
- Suburban Neighborhood
- Technology Hub
- Planning & Zoning

CITY OF SHERMAN
FUTURE LAND USE MAP
400 N SUNSET BLVD

N
W E
S

Date: 11/18/2024 4:36 PM

Pecan St
Galaxy S23 Ultra
December 05, 2024 9:59 AM

Galaxy S23 Ultra
December 05, 2024 10:26 AM

SHERMAN ISD – NEW EARLY CHILDHOOD CENTER

SUP/SITE PLAN NARRATIVE
November 6, 2024
VLK Project Number 24-043.00
TNP Project Number VLK24387

Sherman ISD will be building a new early childhood center at the current location of the Wakefield Elementary School (400 Sunset Boulevard, Sherman TX 75092). The current elementary school has approximately 400 students, and the new early childhood center will have approximately 660 students and 100 staff members. Sherman ISD plans to open the new early childhood center in Fall 2026. The property is not currently platted, and the property will be platted as a part of this project. Right-of-way dedication for adjacent roadways will be included on the plat.

The existing school building will be removed along with associated concrete paving for drives, parking lots, and flatwork. All site features associated with the current school such as signs, light poles, landscaping, playgrounds, and fencing will be removed. The new building will be built as shown on the site plan with two drive loops for parent pick-up/drop off, and one dedicated bus loop for the anticipated 4-5 buses. There is an additional drive on the west side of the property for kitchen deliveries, dumpster access, and a few parking spaces for kitchen staff. The new building includes an open courtyard in the center for protected playtime.

Per City request, new 8' wide sidewalk will be provided along Sunset Blvd and 5' wide sidewalk adjacent to the other surrounding streets. Detention will be provided at the south side of the property to ensure that proposed stormwater flow off of the property does not increase from existing conditions. New taps will be made for both water and sewer services.

A copy of the meeting notes from the Pre-Development Meeting with the City has been included in this submittal for reference purposes. Please reach out if any additional information on the project is needed.

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. E.6.

Meeting Date: 1/21/2025

Prepared By: Rob Rae, Developmental Services Director

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6805

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land Consisting Of 2.820 acres being in the J.B. McAnair Survey, Abstract No. 763, City Of Sherman, Grayson County, Texas, Located at 1831 Texoma Parkway, Heretofore Zoned C-2 (General Commercial) District; Rezoning And Placing The Tract In The C-1 (Retail Business) District Zoning Classification, Rash Ventures, LLC (Owner) and Bluestar Surveying, LLC (Surveyor) Providing For A Penalty Not To Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

Issue:

Consideration of a Zone Change for 2.820 acres of land located at 1831 Texoma Parkway from a C-2 (General Commercial) District to a C-1 (Retail Business) District

Background:

The property is located at 1831 Texoma Parkway near the corner of North Grand Avenue and Texoma Parkway. The owner is requesting a Zone Change from a C-2 (General Commercial) District to a C-1 (Retail Business) District and a Specific Use Permit to allow a Hotel or motel in a C-1 (Retail Business) District.

The following has been approved for this location:

- 03/10/1970 – Specific Use Permit to allow a billboard sign
- 03/10/1981 – Exception to allow a mobile home on property other than a mobile home park for use as a dwelling and motel manager's office

Origination:

Rash Ventures, LLC (Owner) and Bluestar Surveying, LLC (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the December 17, 2024 regular meeting, the Planning and Zoning Commission voted 7/0 to recommend to City Council that the Zone Change be approved. **The proposed use is compatible with the City of Sherman Comprehensive Plan. Staff recommends that Council approve this item.**

Alternatives:

The City Council could deny the request.

Attachments:

1. Ordinance No. 6805
2. Exhibit A - Survey
3. Location Map
4. Zoning Map
5. Future Landuse Map
6. Property Notification Sign
7. Sherman Inn Photos

ORDINANCE NO. 6805

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, TO REZONE A TRACT OF LAND CONSISTING OF 2.820 ACRES BEING IN THE J.B. MCANAIR SURVEY, ABSTRACT NO. 763, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED AT 1831 TEXOMA PARKWAY, HERETOFORE ZONED C-2 (GENERAL COMMERCIAL) DISTRICT; REZONING AND PLACING THE TRACT IN THE C-1 (RETAIL BUSINESS) DISTRICT ZONING CLASSIFICATION, RASH VENTURES, LLC (OWNER) AND BLUESTAR SURVEYING, LLC (SURVEYOR) PROVIDING FOR A PENALTY NOT TO EXCEED $2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW

WHEREAS, the City Planning and Zoning Commission and the City Council, in accordance with the state law and the ordinances of the City of Sherman, have given the required notices and have held the required public hearings regarding this proposed rezoning case; and

WHEREAS, the City Council finds that rezoning the property as described in this Ordinance is in accordance with the Comprehensive Plan and will complement or be compatible with the surrounding uses and community facilities; contribute to, enhance, or promote the welfare of the area of request and adjacent properties; not be detrimental to the public health, safety, or general welfare; and conform in all other respects to all applicable zoning regulations and standards; and

WHEREAS, the City Council finds that it is in the public interest to rezone the property as described in this Ordinance.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS:

SECTION 1. That, from and after the effective date of this Ordinance, the property described in **Exhibit A – Survey and Legal Description**, attached hereto, located at 1831 Texoma Parkway and all streets, roads and alleyways contiguous and/or adjacent thereto, shall be rezoned and placed in the C-1 (Retail Business) District, and that Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14, is hereby amended so as to hereafter include such property.

SECTION 2. That this Ordinance shall be entered upon the Official Zoning Map as provided in Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14, Section 14.01.002.

SECTION 3. That no person shall acquire any vested interest in this Ordinance or in any other specific regulations contained herein. Any portion of this Ordinance may be repealed or amended by the City Council in the manner provided for by law.

SECTION 4. That it shall be unlawful for any person to make use of the Property in some manner other than as authorized by this Ordinance, and it shall be unlawful for any person to construct on the Property any building that is not in conformity with the permissible uses under this Ordinance. Any person violating any provision of this Ordinance or the General Zoning Ordinance, as they exist or may be amended, shall be deemed guilty of a misdemeanor, and on conviction thereof, shall be fined in an amount not exceeding TWO THOUSAND AND NO/100 DOLLARS ($2,000.00). A violation of any provision of this Ordinance shall constitute a separate violation for each calendar day in which it occurs. The penal provisions imposed under this Ordinance shall not preclude the City from filing suit to enjoin the violation. The City retains all legal rights and remedies available to it pursuant to local, state, and federal law.

SECTION 5. That the Zoning Ordinance shall remain in full force and effect, save and except as amended by this or any other ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict, but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the Ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 6. That in the event any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional and/or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, regardless of whether any one or more sections, subsections, sentences, clauses or phrases is declared unconstitutional and/or invalid.

SECTION 7. That it is hereby officially found and determined that the meetings at which this Ordinance was introduced and passed were open to the public and that public notice of the time, place and purpose of said meetings were given all as required by law.

SECTION 8. That this Ordinance shall become effective from and after its adoption and publication as required by law and the City Charter.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS.

INTRODUCED on this the 21st day of January 2025.

ADOPTED on this the 21st day of January 2025.

EFFECTIVE DATE on this the 21st day of January 2025.

CITY OF SHERMAN, TEXAS

BY: _____
SHAWN TEAMANN, MAYOR

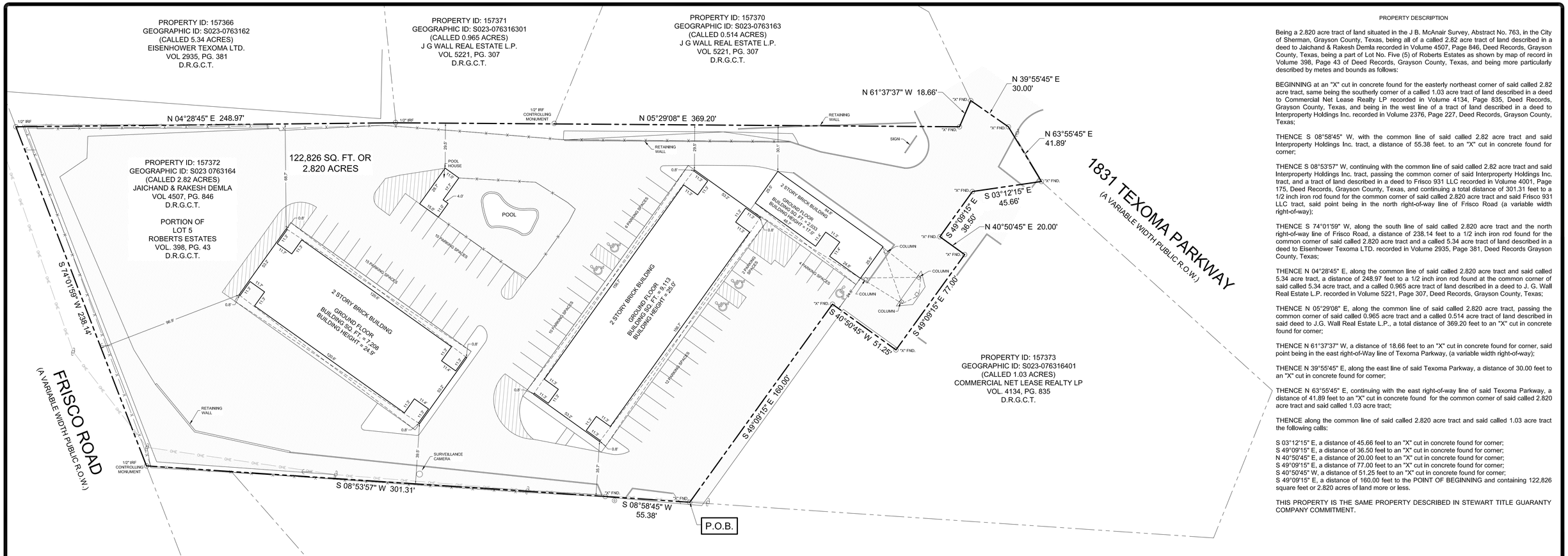
ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM:
THE LAW FIRM OF ABERNATHY,
ROEDER, BOYD & HULLETT, P.C.

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

EXHIBIT A



PROPERTY ID: 157420
GEOGRAPHIC ID: S023-2111007
FRISCO 931 LLC
VOL 4001, PG. 175
D.R.G.C.T.

PROPERTY ID: 157196
GEOGRAPHIC ID: S022-0763152
INTERPROPERTY HOLDINGS INC.
VOL 2376, PG. 227
D.R.G.C.T.

PER CITY OF SHERMAN TEXAS

THIS SUBJECT PROPERTY IS ZONED: C-2 (GENERAL COMMERCIAL)

PER CITY ZONING:

FRONT BUILDING SETBACK	**15'**
SIDE SETBACK	**NONE**
REAR BUILDING SETBACK	**10'**
BUILDING HEIGHT	**35' OR TWO STORIES**
PARKING REQUIRED	**1 PARKING SPACE PER UNIT**
EXISTING PARKING SPACES	**59 SPACES**
	5 HANDICAP SPACES
	64 TOTAL

SURVEYOR'S CERTIFICATION

TO: Rash Ventures, LLC
Jaichand Demla and Rakesh Demla
Chapin Title Company
Stewart Title Guaranty Company

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2011 Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 6(b), 7(a), 7(b)(1), 7(c), 8, 9, 10(a), 11(a), 13, 14, 16, 17, 18, and 20(a) of Table A thereof. The field work was completed on March 24, 2015.

Date of Plat or Map: March 25, 2015.

Roy Rodriguez
Registered Professional Land Surveyor
Registration No.: Texas 5596

STATE OF TEXAS · REGISTERED · Roy Rodriguez · 5596 · PROFESSIONAL · LAND SURVEYOR

SCHEDULE B TITLE EXCEPTION ITEMS
STEWART TITLE GUARANTY COMPANY
GF # 304091
EFFECTIVE DATE: MARCH 9, 2015
ISSUED DATE: MARCH 13, 2015

10f Any matter, including but not limited to, Easements, Roadways, and/or Building Setback Lines as shown on the recorded plat of the addition of record in Volume 398, Page 43, Deed Records, Grayson County, Texas.
(NO EASEMENTS ON PLAT)

10g Passageway easement referenced in deeds of record in Volume 1438, Page 117 and Volume 1589, Page 158, Deed Records, Grayson County, Texas, and subject to the conditions and stipulations contained herein.
(DOES AFFECT, CAN NOT BE PLOTTED, IS BLANKET IN NATURE).

10h Easement and Right of Way from Sherman Square South to Texas Power and Light Company and General Telephone Company recorded in Volume 1142, Page 222, Deed Records, Grayson County, Texas.
(DOES NOT AFFECT).

10i Stipulations and conditions as contained in General Warranty Deed dated June 23, 1978, of record in Volume 1438, Page 117, Deed Records, Grayson County, Texas.
(DOES AFFECT, CAN NOT BE PLOTTED, IS BLANKET IN NATURE).

10j Easement from Bowen McClure and Ellen McClure to Texas Power & Light Company, of record in Volume 391, Page 70 of the Deed Records of Grayson County, Texas.
(DOES AFFECT CAN NOT BE PLOTTED).

10k Easement from Bowen McClure to Texas Power & Light Company, of record in Volume 366, Page 670 of the Deed Records of Grayson County, Texas.
(DOES AFFECT, CAN NOT BE PLOTTED, IS BLANKET IN NATURE).

NOTES:

1. This survey was made in accordance with laws and/or Minimum Standards of the State of Texas.
2. The property described hereon (the "**Property**") is the same as the property described in STEWART TITLE GUARANTY COMPANY, Commitment No. 304091 with an effective date of March 09, 2015 and that all easements, covenants and restrictions referenced in said title commitment or apparent from a physical inspection of the Property or otherwise known to me have been plotted hereon or otherwise noted as to their effect on the Property.
3. All visible utilities serving the Property enter through adjoining public streets and/or easements of record.
4. The subject property does not lie within a Special Flood Hazard Area as defined by the Federal Emergency Management Agency. The subject property is located within an area having a Zone Designation of "X", on Flood Insurance Rate Map No. 48181C, with a date of identification of September 29, 2010, for Community No. 0290F, in the County of Grayson, State of Texas, which is the current Flood Insurance Rate Map for the community in which the subject property is situated
5. There are no encroachments onto adjoining premises, streets or alleys by any buildings, structures or other improvements located on the Property, and no encroachments onto the Property by buildings, structures or other improvements situated on adjoining premises, except as shown hereon.
6. The Property has direct access to Texoma Parkway, a dedicated public street or highway.
7. The total number of striped parking spaces on the Property is 64, including 5 designated handicap spaces, and to the extent possible, are graphically shown hereon.
8. There was no observed evidence of any party walls with adjoining properties.
9. There was no observed evidence of the site being used as a solid waste dump, sump or sanitary landfill.
10. There was no observed evidence of any delineated wetland areas on the Property.
11. There are no off-site easements benefitting the property
12. There is no evidence of current earth moving work, building construction or building additions at the Property.

PROPERTY DESCRIPTION

Being a 2.820 acre tract of land situated in the J B. McAnair Survey, Abstract No. 763, in the City of Sherman, Grayson County, Texas, being all of a called 2.82 acre tract of land described in a deed to Jaichand & Rakesh Demla recorded in Volume 4507, Page 846, Deed Records, Grayson County, Texas, being a part of Lot No. Five (5) of Roberts Estates as shown by map of record in Volume 398, Page 43 of Deed Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at an "X" cut in concrete found for the easterly northeast corner of said called 2.82 acre tract, same being the southerly corner of a called 1.03 acre tract of land described in a deed to Commercial Net Lease Realty LP recorded in Volume 4134, Page 835, Deed Records, Grayson County, Texas, and being in the west line of a tract of land described in a deed to Interproperty Holdings Inc. recorded in Volume 2376, Page 227, Deed Records, Grayson County, Texas;

THENCE S 08°58'45" W, with the common line of said called 2.82 acre tract and said Interproperty Holdings Inc. tract, a distance of 55.38 feet. to an "X" cut in concrete found for corner;

THENCE S 08°53'57" W, continuing with the common line of said called 2.82 acre tract and said Interproperty Holdings Inc. tract, passing the common corner of said Interproperty Holdings Inc. tract, and a tract of land described in a deed to Frisco 931 LLC recorded in Volume 4001, Page 175, Deed Records, Grayson County, Texas, and continuing a total distance of 301.31 feet to a 1/2 inch iron rod found for the common corner of said called 2.820 acre tract and said Frisco 931 LLC tract, said point being in the north right-of-way line of Frisco Road (a variable width right-of-way);

THENCE S 74°01'59" W, along the south line of said called 2.820 acre tract and the north right-of-way line of Frisco Road, a distance of 238.14 feet to a 1/2 inch iron rod found for the common corner of said called 2.820 acre tract and a called 5.34 acre tract of land described in a deed to Eisenhower Texoma LTD. recorded in Volume 2935, Page 381, Deed Records Grayson County, Texas;

THENCE N 04°28'45" E, along the common line of said called 2.820 acre tract and said called 5.34 acre tract, a distance of 248.97 feet to a 1/2 inch iron rod found at the common corner of said called 5.34 acre tract, and a called 0.965 acre tract of land described in a deed to J. G. Wall Real Estate L.P. recorded in Volume 5221, Page 307, Deed Records, Grayson County, Texas;

THENCE N 05°29'08" E, along the common line of said called 2.820 acre tract, passing the common corner of said called 0.965 acre tract and a called 0.514 acre tract of land described in said deed to J.G. Wall Real Estate L.P., a total distance of 369.20 feet to an "X" cut in concrete found for corner;

THENCE N 61°37'37" W, a distance of 18.66 feet to an "X" cut in concrete found for corner, said point being in the east right-of-Way line of Texorna Parkway, (a variable width right-of-way);

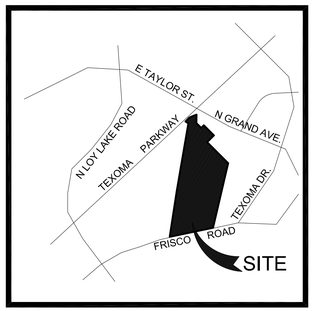
THENCE N 39°55'45" E, along the east line of said Texoma Parkway, a distance of 30.00 feet to an "X" cut in concrete found for corner;

THENCE N 63°55'45" E, continuing with the east right-of-way line of said Texoma Parkway, a distance of 41.89 feet to an "X" cut in concrete found for the common corner of said called 2.820 acre tract and said called 1.03 acre tract;

THENCE along the common line of said called 2.820 acre tract and said called 1.03 acre tract the following calls:

S 03°12'15" E, a distance of 45.66 feet to an "X" cut in concrete found for corner;
S 49°09'15" E, a distance of 36.50 feet to an "X" cut in concrete found for corner;
N 40°50'45" E, a distance of 20.00 feet to an "X" cut in concrete found for corner;
S 49°09'15" E, a distance of 77.00 feet to an "X" cut in concrete found for corner;
S 40°50'45" W, a distance of 51.25 feet to an "X" cut in concrete found for corner;
S 49°09'15" E, a distance of 160.00 feet to the POINT OF BEGINNING and containing 122,826 square feet or 2.820 acres of land more or less.

THIS PROPERTY IS THE SAME PROPERTY DESCRIBED IN STEWART TITLE GUARANTY COMPANY COMMITMENT.



VICINITY MAP
N.T.S.

0' 10' 20' 30' 60'
SCALE: 1" = 30'

1831 TEXOMA PARKWAY
SHERMAN INN
2.820 ACRES
ALTA / ACSM LAND TITLE SURVEY
PORTION OF
LOT FIVE (5)
ROBERTS ESTATES
SITUATED IN THE
B. McANAIR SURVEY, ABSTRACT NO. 763
CITY OF SHERMAN, GRAYSON COUNTY, TEXAS

(1) NOTES: The basis of bearings for this survey is the Texas State Plane Coordinate System Grid, North Central Zone (4202), North American Datum 1983(2002). (2) (CM) = Controlling monument. (3) Unless otherwise noted, subject property is affected by any and all notes, details, easements and other matters that are shown on or as part of the recorded plat and/or as part of the title commitment provided.

COPYRIGHT © BLUESTAR SURVEYING LLC ALL RIGHTS RESERVED. NO PART OF THIS DRAWING MAY BE REPRODUCED BY PHOTOCOPYING, RECORDING OR BY ANY OTHER MEANS, OR STORED, PROCESSED OR TRANSMITTED IN OR BY ANY COMPUTER OR OTHER SYSTEMS WITHOUT THE PRIOR WRITTEN PERMISSION OF THE SURVEYOR. COPIES OF THIS SURVEY WITHOUT THE ORIGINAL SIGNATURE ARE NOT VALID.

LEGEND

GAS METER	CLEAN OUT	STORM DRAIN MAN HOLE	ELECTRIC BOX
GAS VALVE	MONITERING WELL	FIRE HYDRANT	TREE
TELEPHONE PEDESTAL	TRAFFIC SIGNAL POLE	WATER METER	SIGN
POWER POLE	TRAFFIC SIGNAL BOX	FUEL PORT	LIGHT POLE TYPICAL
DOWN GUY	SWB MAN HOLE	WATER VALVE	–X– FENCE
S.S. MAN HOLE	VAULT	TRANSFORMER PAD	–OHE– OVER HEAD ELECTRIC

1/2" CIRS 1/2" SET CAPPED IRON ROD STAMPED 5596

BLUESTAR SURVEYING LLC
FIRM NUMBER 10147300
1013 CEDAR BREAK CT. 817-659-9206
CLEBURNE, TEXAS 76033
bluestarsurveying@att.net

JN 15-037 | GF # 304091 | DATE: 3/24/15

dlagrone H:\PLANNING\Public Notification KT.aprx

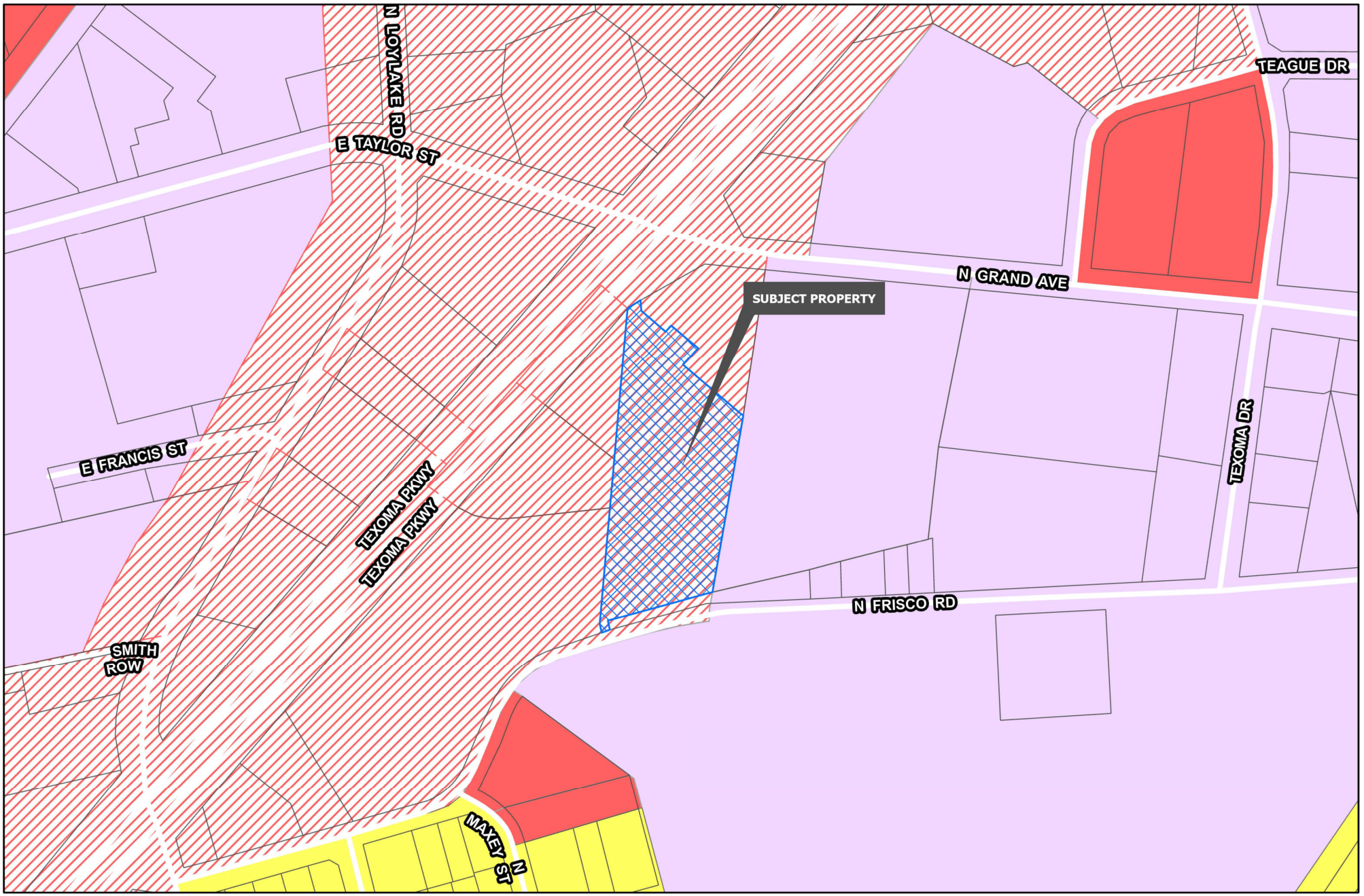
Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

CITY OF SHERMAN
LOCATION MAP
1831 TEXOMA PKWY

N
W E
S

Date: 11/18/2024 4:06 PM



Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services Department

- R-A Residential Agricultural
- R-E Estate Residential
- R-12 Single Family Residential
- R-6 Single Family Residential
- R-5 Single Family Residential
- R-4 Patio Home Residential
- R-2F Duplex Residential
- R-TH Townhome Residential
- MF-15 Multi-Family Residential
- MF-30 Multi-Family Residential
- MH Manufactured Housing
- C-N Neighborhood Commercial
- C-O Office
- C-1 Retail Business
- C-2 General Commercial
- M-1 Light Manufacturing
- M-1.5 Medium Manufacturing
- M-2 Heavy Manufacturing
- PD Planned Development
- Road Names All
- Planning & Zoning

CITY OF SHERMAN
ZONING MAP
1831 TEXOMA PKWY

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W E
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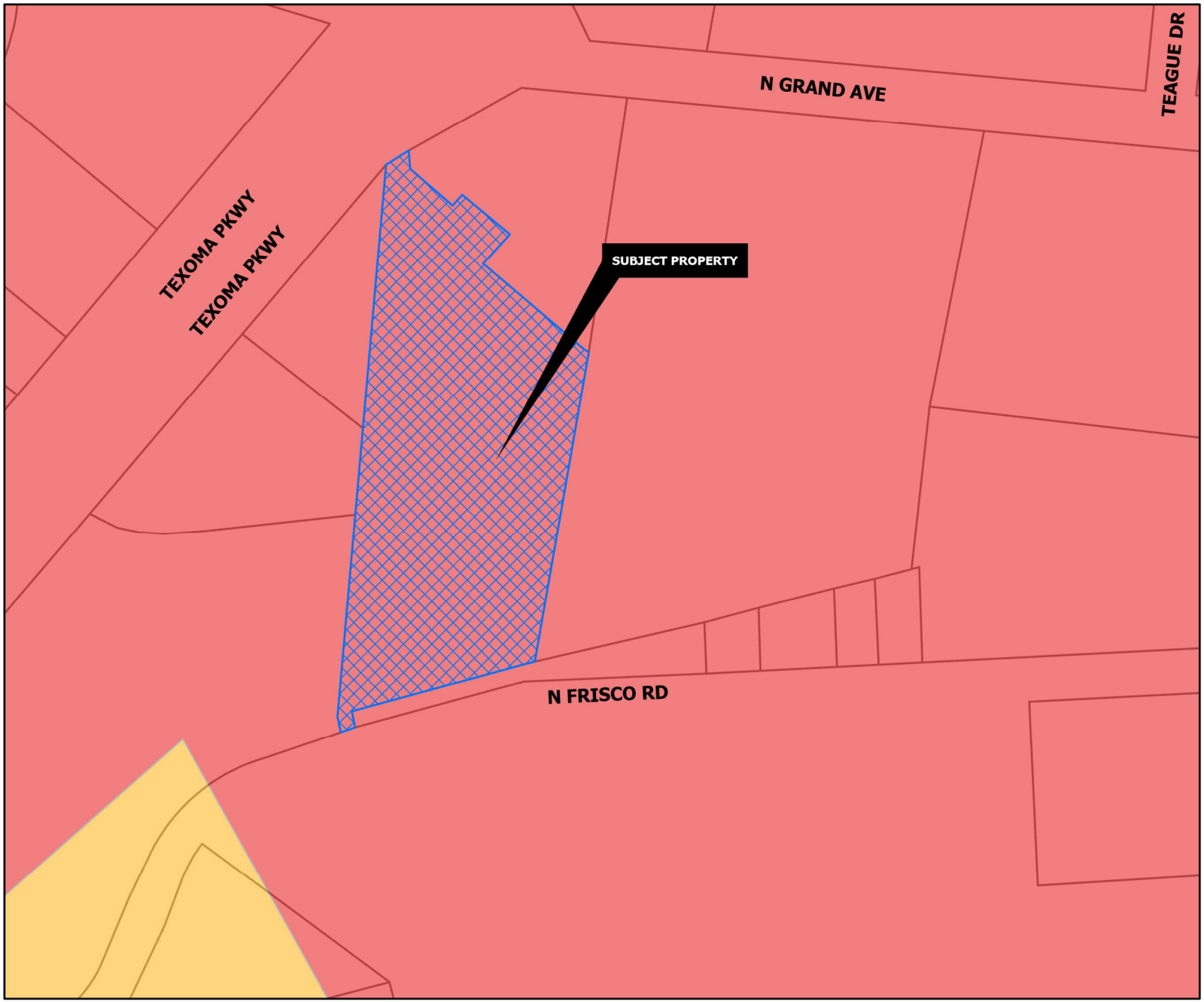
Date: 11/18/2024 4:06:22 PM



REGIONAL COMMERCIAL

Intent & Character

The Regional Commercial category is intended to promote large-scale commercial development along US-75, while promoting community character through design. US-75 serves as the major gateway to and through the community; therefore, aesthetics and design should be promoted in this corridor. This category should allow large-scale commercial uses that serve the region and the community alike. A mix of uses and inter-connectivity between parcels should be encouraged.

Appropriate Land Use Types

- Retail and Restaurants
- Multi-Family Living
- Office Complex
- Medical
- Mixed Use
- Indoor Entertainment

Compatible Zoning Districts

- Retail Business
- General Commercial
- Office
- Multi-Family Residential (MF-15 and MF-30)
- Planned Development (for larger tracts)

Considerations

- Site design considerations should be given to parking, landscaping, and building articulation.
- Where possible, parking should be screened from view or well-landscaped with native, drought-tolerant plants.
- All buildings facades fronting a public street or within significant public view should have aesthetically-pleasing horizontal and vertical articulation.
- Signage should be multi-tenant, where possible, and should match the character of the primary structure.
- High density residential should be included in mixed use developments.
- High density residential is appropriate behind commercial areas, with inter-connectivity.
- If high density is stand alone, the surrounding uses and connectivity should be considered to avoid an "island."

Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services Department

- Agriculture/Rural
- Airport
- City Parkland
- Community Commercial
- Core Neighborhood
- Downtown
- Regional Commercial
- Suburban Neighborhood
- Technology Hub
- Planning & Zoning

CITY OF SHERMAN
FUTURE LAND USE MAP
1831 TEXOMA PKWY

N
W E
S

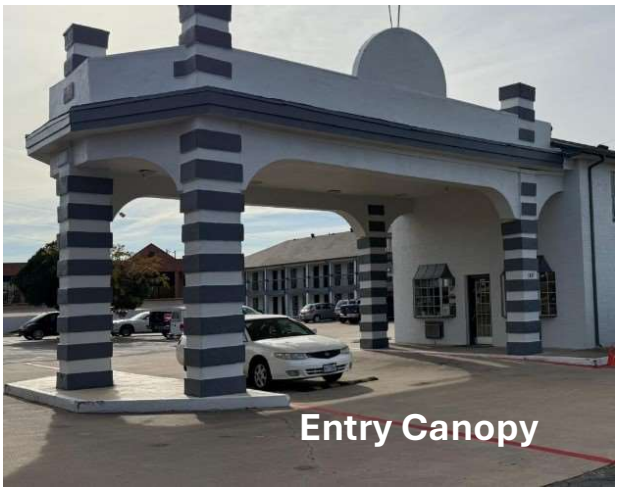
Date: 11/18/2024 4:36 PM

Sherman
CLASSIC TOWN. BROAD HORIZON.
NOTICE OF
PROPOSED ZONE CHANGE
AND SPECIFIC USE PERMIT
REQUEST
PROJECT #: 24-005835
Planning & Zoning Map:
FOR MORE INFORMATION
CONTACT:
DEVELOPMENT SERVICES
903-892-7229
12/05/2024 AT 2:44 P.M.

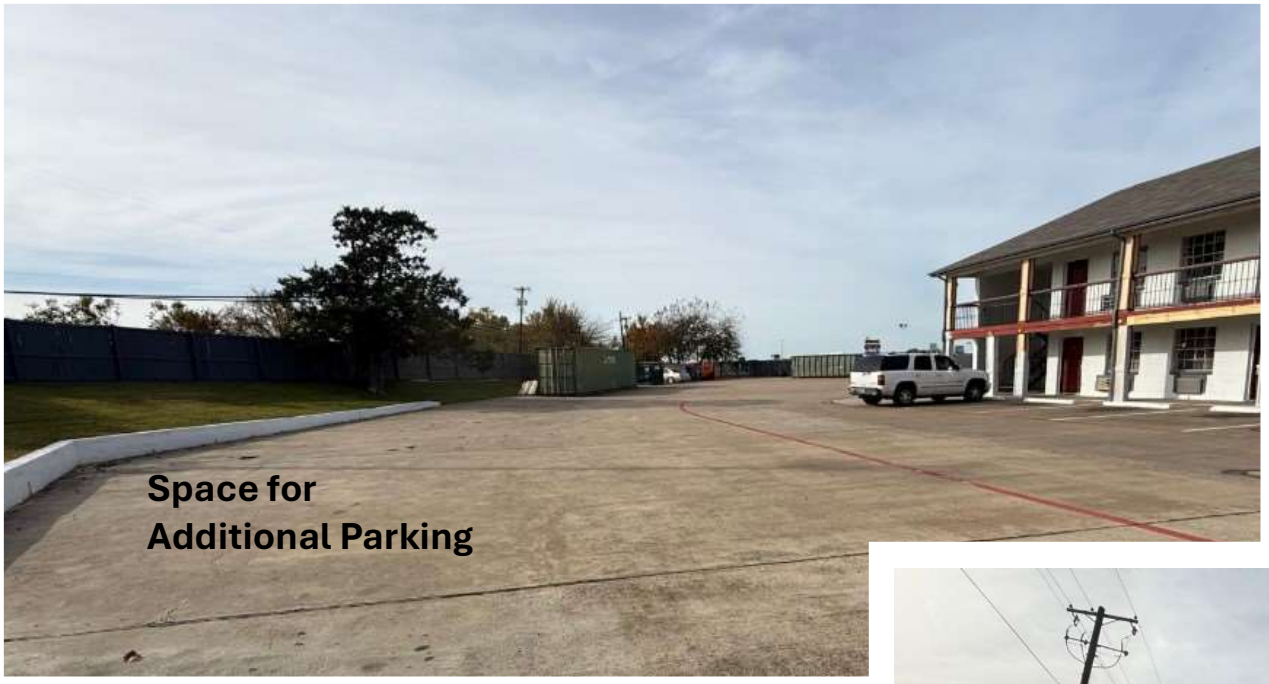
Building - B

Building - C

Building - B


Entry Canopy

Building - A


Space for
Additional Parking

Dumpster with recently
replaced encloser

Recently painted
Firelanes

Building Painting in
Progress (12/02/24)

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. E.7.

Meeting Date: 1/21/2025

Prepared By: Rob Rae, Developmental Services Director

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6806

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, And Granting A Specific Use Permit To Allow a Hotel or Motel in a C-1 (Retail Business) District, Located at 1831 Texoma Parkway, Consisting of 2.820 acres being in the J.B. McAnair Survey, Abstract No. 763, City Of Sherman, Grayson County, Texas Rash Ventures, LLC (Owner) and Bluestar Surveying, LLC (Surveyor) Prescribing Conditions To The Specific Use Permit; Providing A Penalty Not To Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

Issue:

Consideration of a Specific Use Permit for 2.820 acres of land located at 1831 Texoma Parkway to Allow a Hotel or motel in a C-1 (Retail Business) District.

Background:

The property is located at 1831 Texoma Parkway near the corner of North Grand Avenue and Texoma Parkway. The owner is requesting a Specific Use Permit to allow a Hotel or motel in a C-1 (Retail Business) District.

The following has been approved for this location:

- 03/10/1970 – Specific Use Permit to allow a billboard sign
- 03/10/1981 – Exception to allow a mobile home on property other than a mobile home park for use as a dwelling and motel manager's office

Origination:

Rash Ventures, LLC (Owner) and Bluestar Surveying, LLC (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the December 17, 2024 regular meeting, the Planning and Zoning Commission voted 7/0 to recommend to City Council that the Specific Use Permit be approved subject to the Staff Review Letter. **The proposed use is compatible with the City of Sherman Comprehensive Plan. Staff recommends that Council approve this item.**

Alternatives:

The City Council could deny the request.

Attachments:

1. Ordinance No. 6806
2. Exhibit A - Survey
3. Exhibit B - SIte Plan
4. Location Map
5. Zoning Map
6. Future Landuse Map
7. Property Notification Sign
8. Sherman Inn Photos

ORDINANCE NO. 6806

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, AND GRANTING A SPECIFIC USE PERMIT TO ALLOW A HOTEL OR MOTEL IN A C-1 (RETAIL BUSINESS) DISTRICT, LOCATED AT 1831 TEXOMA PARKWAY, CONSISTING OF 2.820 ACRES BEING IN THE J.B. MCANAIR SURVEY, ABSTRACT NO. 763, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS RASH VENTURES, LLC (OWNER) AND BLUESTAR SURVEYING, LLC (SURVEYOR) PRESCRIBING CONDITIONS TO THE SPECIFIC USE PERMIT; PROVIDING A PENALTY NOT TO EXCEED $2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW

WHEREAS, the City Planning and Zoning Commission and the City Council, in accordance with the state law and the ordinances of the City of Sherman, have given the required notices and have held the required public hearings regarding this Specific Use Permit; and

WHEREAS, the City Council finds that this use will complement or be compatible with the surrounding uses and community facilities; contribute to, enhance, or promote the welfare of the area of request and adjacent properties; not be detrimental to the public health, safety, or general welfare; and conform in all other respects to all applicable zoning regulations and standards; and

WHEREAS, the City Council finds that it is in the public interest to grant this Specific Use Permit, subject to certain conditions.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS:

SECTION 1. That, from and after the effective date of this Ordinance, the property located at 1831 Texoma Parkway, City of Sherman, Grayson County, Texas is/are granted a Specific Use Permit to a Hotel or motel, subject to the conditions described in this Ordinance and that Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14 is hereby amended so as to hereafter include property on **Exhibit A – Survey**.

SECTION 2. That this Specific Use Permit is granted on the following conditions:

Zoning:

1. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's Zoning Ordinance/Code of Ordinance Chapter 14.

2. Fire access, lanes and codes shall be coordinated with the Fire Marshal. *(Code of Ordinances Chapter 3.02(c))*
3. Permanent residents are not permitted. Hotel guests shall not stay longer than 30 days.
4. The property must be properly maintained in a state of good repair and neat appearance.
5. The use of the property must comply with all Federal and State Laws and Regulations and with all the Ordinances, Rules and Regulations of the City of Sherman.
6. The granting of the Specific Use Permit has no effect on the uses permitted as of right and does not waive the regulations of the underlying zoning district.
7. A Specific Use Permit is an amendment to the district regulations of the Zoning Ordinance that permits the establishment of a specific use within a zoning district in which such specific use may be established unless such use of land or structure is discontinued or abandoned for a period of thirty (30) consecutive days in which event such Specific Use Permit shall be void and such use may not thereafter be resumed unless a new Specific Use Permit is granted in accordance with this section. *(Chapter 14, Sec. 14.06.009(a)(1)(C))*
8. The approval of a Site Plan shall be effective for a period of two (2) years from the date of approval, at the end of which time the Site Plan shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Site Plan was approved.
9. Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

Engineering

10. Platting of the property is required. *Code of Ordinances Chapter10.01.005; Texas Local Government Code Title 1, Sec. 212.004*
11. New drive approaches and sidewalks shall conform to City of Sherman and TxDOT standards and a permit with drawing showing dimensions is required from City of Sherman Engineering Department for review and approval prior to any work being done within public right of way. *Code of Ordinances Chapter 3, Division 5, Sec. 3.10.154; 10.03.003(h)*

Additional Conditions:

12. The property shall be developed and used in accordance with all City Ordinances and the Site Plan shown in **Exhibit B.**
13. Notwithstanding anything to the contrary herein, the Specific Use Permit granted in this Ordinance shall automatically expire, terminate and be rescinded on the first anniversary of the effective date identified below, unless earlier terminated, rescinded, extended or renewed by separate action of the City Council. The owner of the property subject to the Specific Use Permit must receive City Council approval of an application to extend or renew the Specific Use Permit prior to the expiration thereof.

SECTION 3. That this Ordinance shall be entered upon the official zoning map as provided in Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14, Section 14.01.002.

SECTION 4. That after holding a properly noticed public hearing, the City Council may amend, change, or rescind the Specific Use Permit if any of the conditions set forth in Zoning Ordinance/Code of Ordinances Chapter 14, Section 14.06.009(1)(g), apply or exist.

SECTION 5. That the Specific Use Permit shall be effective from and after the effective date of this Ordinance. Upon termination of the Specific Use Permit, the property shall cease to be used as provided herein unless another Specific Use Permit or appropriate zoning has been obtained.

SECTION 6. That it shall be unlawful for any person to make use of the property in some manner other than as authorized by this Ordinance, and it shall be unlawful for any person to construct on the property any building that is not in conformity with the permissible uses under this Ordinance. Any person violating any provision of this Ordinance or the Zoning Ordinance, as they exist or may be amended, shall be deemed guilty of a misdemeanor, and on conviction thereof, shall be fined in an amount not exceeding TWO THOUSAND AND NO/100 DOLLARS ($2,000.00). A violation of any provision of this Ordinance shall constitute a separate violation for each calendar day in which it occurs. The penal provisions imposed under this Ordinance shall not preclude the City from filing suit to enjoin the violation. The City retains all legal rights and remedies available to it pursuant to local, state, and federal law.

SECTION 7. That the Zoning Ordinance shall remain in full force and effect, save and except as amended by this or any other ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict, but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 8. That in the event any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional and/or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, regardless of whether any one or more sections, subsections, sentences, clauses or phrases is declared unconstitutional and/or invalid.

SECTION 9. That it is hereby officially found and determined that the meetings at which this Ordinance was introduced and passed were open to the public and that public notice of the time, place and purpose of said meetings were given all as required by law.

SECTION 10. That this Ordinance shall become effective from and after its adoption and publication as required by law and the City Charter.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS.

INTRODUCED on this the 21st day of January 2025.

ADOPTED on this the 21st day of January 2025.

EFFECTIVE DATE on this the 21st day of January 2025.

CITY OF SHERMAN, TEXAS

BY: _____
SHAWN TEAMANN, MAYOR

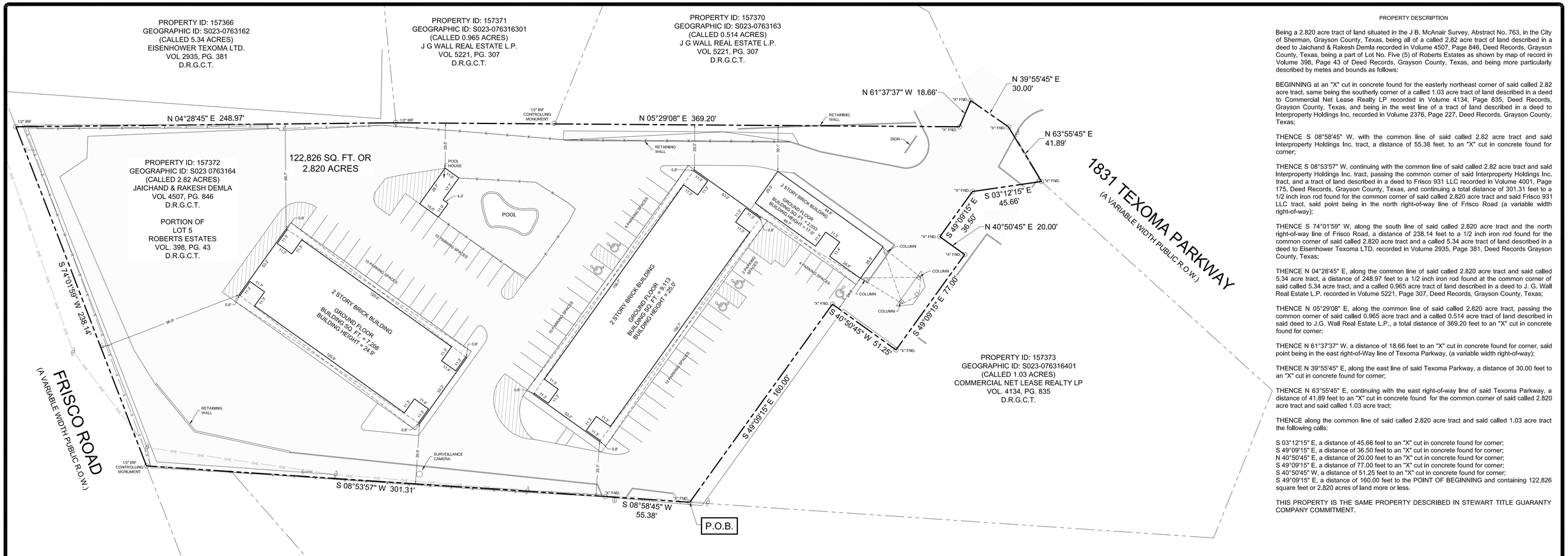
ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM:
THE LAW FIRM OF ABERNATHY, ROEDER, BOYD & HULLETT, P.C.

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

EXHIBIT A



PROPERTY DESCRIPTION

Being a 2.820 acre tract of land situated in the J B. McAnair Survey, Abstract No. 763, in the City of Sherman, Grayson County, Texas, being all of a called 2.82 acre tract of land described in a deed to Jaichand & Rakesh Demla recorded in Volume 4507, Page 846, Deed Records, Grayson County, Texas, being a part of Lot No. Five (5) of Roberts Estates as shown by map of record in Volume 398, Page 43 of Deed Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at an "X" cut in concrete found for the easterly northeast corner of said called 2.82 acre tract, same being the southerly corner of a called 1.03 acre tract of land described in a deed to Commercial Net Lease Realty LP recorded in Volume 4134, Page 835, Deed Records, Grayson County, Texas, and being in the west line of a tract of land described in a deed to Interproperty Holdings Inc. recorded in Volume 2376, Page 227, Deed Records, Grayson County, Texas;

THENCE S 08°58'45" W, with the common line of said called 2.82 acre tract and said Interproperty Holdings Inc. tract, a distance of 55.38 feet. to an "X" cut in concrete found for corner;

THENCE S 08°53'57" W, continuing with the common line of said called 2.82 acre tract and said Interproperty Holdings Inc. tract, passing the common corner of said Interproperty Holdings Inc. tract, and a tract of land described in a deed to Frisco 931 LLC recorded in Volume 4001, Page 175, Deed Records, Grayson County, Texas, and continuing a total distance of 301.31 feet to a 1/2 inch iron rod found for the common corner of said called 2.820 acre tract and said Frisco 931 LLC tract, said point being in the north right-of-way line of Frisco Road (a variable width right-of-way);

THENCE S 74°01'59" W, along the south line of said called 2.820 acre tract and the north right-of-way line of Frisco Road, a distance of 238.14 feet to a 1/2 inch iron rod found for the common corner of said called 2.820 acre tract and a called 5.34 acre tract of land described in a deed to Eisenhower Texoma LTD. recorded in Volume 2935, Page 381, Deed Records Grayson County, Texas;

THENCE N 04°28'45" E, along the common line of said called 2.820 acre tract and said called 5.34 acre tract, a distance of 248.97 feet to a 1/2 inch iron rod found at the common corner of said called 5.34 acre tract, and a called 0.965 acre tract of land described in a deed to J. G. Wall Real Estate L.P. recorded in Volume 5221, Page 307, Deed Records, Grayson County, Texas;

THENCE N 05°29'08" E, along the common line of said called 2.820 acre tract, passing the common corner of said called 0.965 acre tract and a called 0.514 acre tract of land described in said deed to J.G. Wall Real Estate L.P., a total distance of 369.20 feet to an "X" cut in concrete found for corner;

THENCE N 61°37'37" W, a distance of 18.66 feet to an "X" cut in concrete found for corner, said point being in the east right-of-Way line of Texorna Parkway, (a variable width right-of-way);

THENCE N 39°55'45" E, along the east line of said Texoma Parkway, a distance of 30.00 feet to an "X" cut in concrete found for corner;

THENCE N 63°55'45" E, continuing with the east right-of-way line of said Texoma Parkway, a distance of 41.89 feet to an "X" cut in concrete found for the common corner of said called 2.820 acre tract and said called 1.03 acre tract;

THENCE along the common line of said called 2.820 acre tract and said called 1.03 acre tract the following calls:

S 03°12'15" E, a distance of 45.66 feet to an "X" cut in concrete found for corner;
S 49°09'15" E, a distance of 36.50 feet to an "X" cut in concrete found for corner;
N 40°50'45" E, a distance of 20.00 feet to an "X" cut in concrete found for corner;
S 49°09'15" E, a distance of 77.00 feet to an "X" cut in concrete found for corner;
S 40°50'45" W, a distance of 51.25 feet to an "X" cut in concrete found for corner;
S 49°09'15" E, a distance of 160.00 feet to the POINT OF BEGINNING and containing 122,826 square feet or 2.820 acres of land more or less.

THIS PROPERTY IS THE SAME PROPERTY DESCRIBED IN STEWART TITLE GUARANTY COMPANY COMMITMENT.

PER CITY OF SHERMAN TEXAS

THIS SUBJECT PROPERTY IS ZONED: C-2 (GENERAL COMMERCIAL)

PER CITY ZONING:

FRONT BUILDING SETBACK	**15'**
SIDE SETBACK	**NONE**
REAR BUILDING SETBACK	**10'**
BUILDING HEIGHT	**35' OR TWO STORIES**
PARKING REQUIRED	**1 PARKING SPACE PER UNIT**
EXISTING PARKING SPACES	**59 SPACES**
	5 HANDICAP SPACES
	64 TOTAL

SURVEYOR'S CERTIFICATION

TO: Rash Ventures, LLC
Jaichand Demla and Rakesh Demla
Chapin Title Company
Stewart Title Guaranty Company

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2011 Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 6(b), 7(a), 7(b)(1), 7(c), 8, 9, 10(a), 11(a), 13, 14, 16, 17, 18, and 20(a) of Table A thereof. The field work was completed on March 24, 2015.

Date of Plat or Map: March 25, 2015.

Roy Rodriguez
Registered Professional Land Surveyor
Registration No.: Texas 5596

STATE OF TEXAS · REGISTERED · Roy Rodriguez · 5596 · PROFESSIONAL · LAND SURVEYOR

SCHEDULE B TITLE EXCEPTION ITEMS
STEWART TITLE GUARANTY COMPANY
GF # 304091
EFFECTIVE DATE: MARCH 9, 2015
ISSUED DATE: MARCH 13, 2015

10f Any matter, including but not limited to, Easements, Roadways, and/or Building Setback Lines as shown on the recorded plat of the addition of record in Volume 398, Page 43, Deed Records, Grayson County, Texas.
(NO EASEMENTS ON PLAT)

10g Passageway easement referenced in deeds of record in Volume 1438, Page 117 and Volume 1589, Page 158, Deed Records, Grayson County, Texas, and subject to the conditions and stipulations contained herein.
(DOES AFFECT, CAN NOT BE PLOTTED, IS BLANKET IN NATURE).

10h Easement and Right of Way from Sherman Square South to Texas Power and Light Company and General Telephone Company recorded in Volume 1142, Page 222, Deed Records, Grayson County, Texas.
(DOES NOT AFFECT).

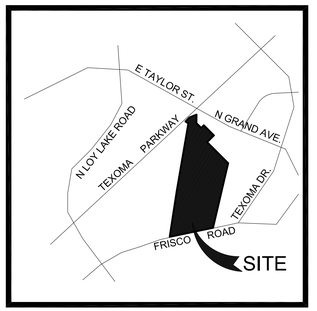
10i Stipulations and conditions as contained in General Warranty Deed dated June 23, 1978, of record in Volume 1438, Page 117, Deed Records, Grayson County, Texas.
(DOES AFFECT, CAN NOT BE PLOTTED, IS BLANKET IN NATURE).

10j Easement from Bowen McClure and Ellen McClure to Texas Power & Light Company, of record in Volume 391, Page 70 of the Deed Records of Grayson County, Texas.
(DOES AFFECT CAN NOT BE PLOTTED).

10k Easement from Bowen McClure to Texas Power & Light Company, of record in Volume 366, Page 670 of the Deed Records of Grayson County, Texas.
(DOES AFFECT, CAN NOT BE PLOTTED, IS BLANKET IN NATURE).

NOTES:

1. This survey was made in accordance with laws and/or Minimum Standards of the State of Texas.
2. The property described hereon (the "**Property**") is the same as the property described in STEWART TITLE GUARANTY COMPANY, Commitment No. 304091 with an effective date of March 09, 2015 and that all easements, covenants and restrictions referenced in said title commitment or apparent from a physical inspection of the Property or otherwise known to me have been plotted hereon or otherwise noted as to their effect on the Property.
3. All visible utilities serving the Property enter through adjoining public streets and/or easements of record.
4. The subject property does not lie within a Special Flood Hazard Area as defined by the Federal Emergency Management Agency. The subject property is located within an area having a Zone Designation of "X", on Flood Insurance Rate Map No. 48181C, with a date of identification of September 29, 2010, for Community No. 0290F, in the County of Grayson, State of Texas, which is the current Flood Insurance Rate Map for the community in which the subject property is situated
5. There are no encroachments onto adjoining premises, streets or alleys by any buildings, structures or other improvements located on the Property, and no encroachments onto the Property by buildings, structures or other improvements situated on adjoining premises, except as shown hereon.
6. The Property has direct access to Texoma Parkway, a dedicated public street or highway.
7. The total number of striped parking spaces on the Property is 64, including 5 designated handicap spaces, and to the extent possible, are graphically shown hereon.
8. There was no observed evidence of any party walls with adjoining properties.
9. There was no observed evidence of the site being used as a solid waste dump, sump or sanitary landfill.
10. There was no observed evidence of any delineated wetland areas on the Property.
11. There are no off-site easements benefitting the property
12. There is no evidence of current earth moving work, building construction or building additions at the Property.



VICINITY MAP
N.T.S.

0' 10' 20' 30' 60'
SCALE: 1" = 30'

1831 TEXOMA PARKWAY
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CITY OF SHERMAN, GRAYSON COUNTY, TEXAS

(1) NOTES: The basis of bearings for this survey is the Texas State Plane Coordinate System Grid, North Central Zone (4202), North American Datum 1983(2002). (2) (CM) = Controlling monument. (3) Unless otherwise noted, subject property is affected by any and all notes, details, easements and other matters that are shown on or as part of the recorded plat and/or as part of the title commitment provided.

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LEGEND

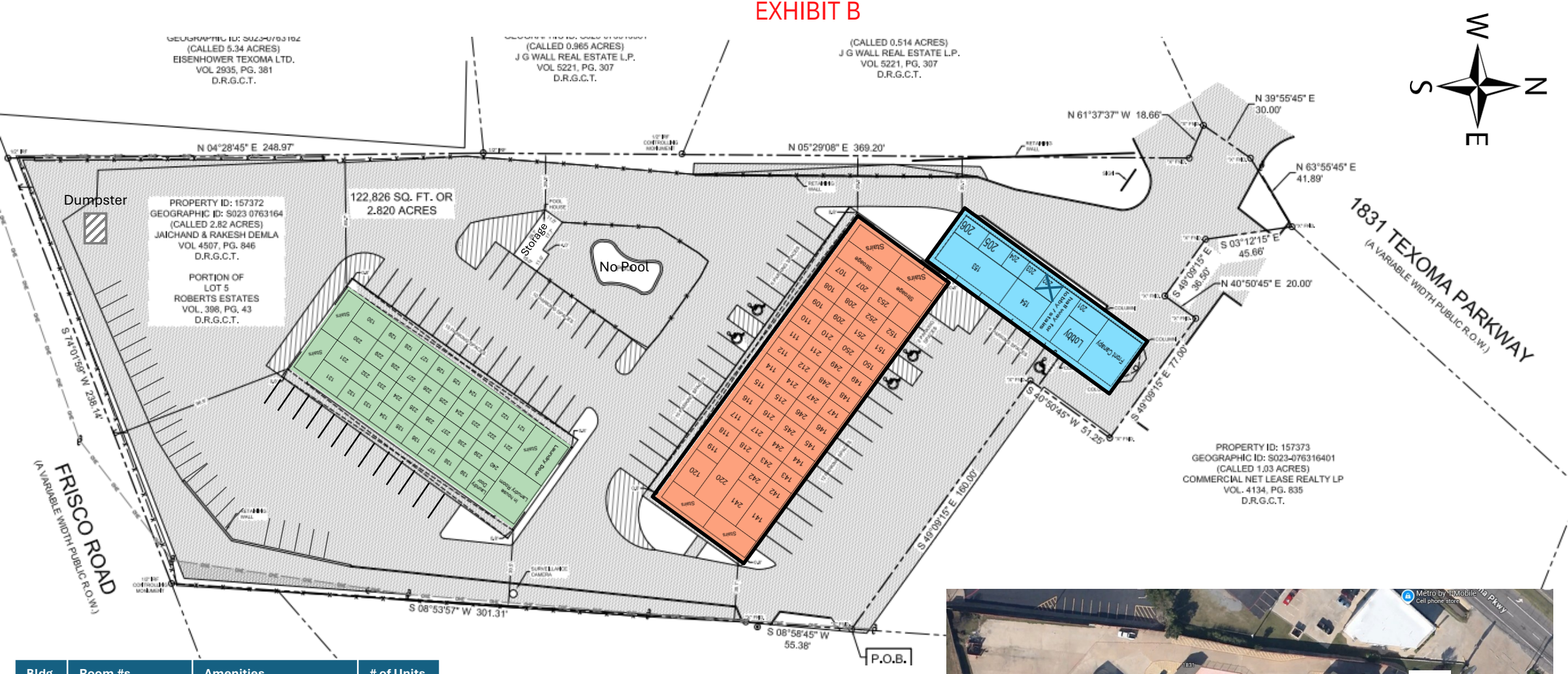
GAS METER	CLEAN OUT	STORM DRAIN MAN HOLE	ELECTRIC BOX
GAS VALVE	MONITERING WELL	FIRE HYDRANT	TREE
TELEPHONE PEDESTAL	TRAFFIC SIGNAL POLE	WATER METER	SIGN
POWER POLE	TRAFFIC SIGNAL BOX	FUEL PORT	LIGHT POLE TYPICAL
DOWN GUY	SWB MAN HOLE	WATER VALVE	–X– FENCE
S.S. MAN HOLE	VAULT	TRANSFORMER PAD	–OHE– OVER HEAD ELECTRIC

1/2" CIRS 1/2" SET CAPPED IRON ROD STAMPED 5596

BLUESTAR SURVEYING LLC
FIRM NUMBER 10147300
1013 CEDAR BREAK CT. 817-659-9206
CLEBURNE, TEXAS 76033
bluestarsurveying@att.net

JN 15-037 | GF # 304091 | DATE: 3/24/15

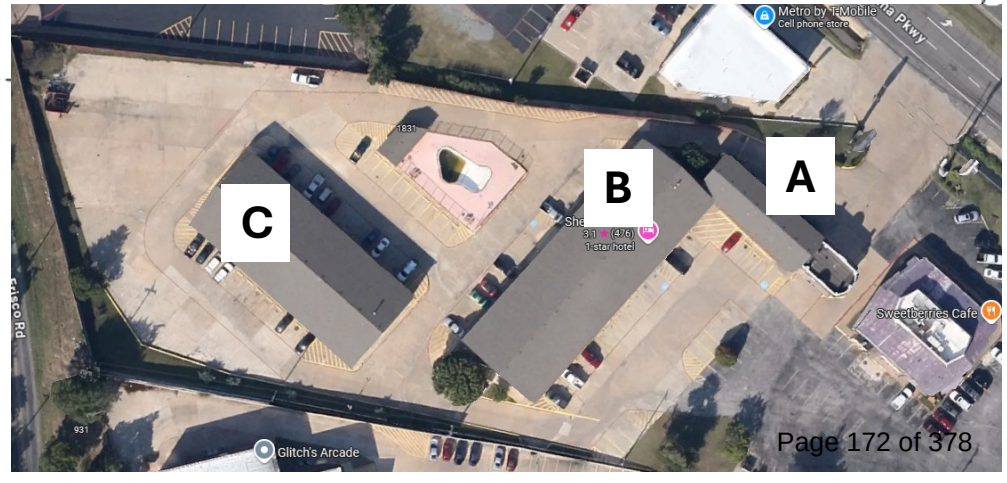
EXHIBIT B



Bldg	Room #s	Amenities	# of Units
A	153-154; 202-206	Canopy; Lobby; Storage	7
B	107-120; 141-152 207-220; 241-253	Guest Laundry; Storage	50
C	121-139; 221-240	House Laundry	39

Parking Stalls: Existing – 81; additional spots can be striped on the southeast of the property (shown in Red). Existing parking sapce size is 9'x18'. However, new parking will be 9'x20'.

Sherman Inn and Suites
1831 Texoma Parkway
Sherman, TX 75090



dlagrone H:\PLANNING\Public Notification KT.aprx

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

CITY OF SHERMAN
LOCATION MAP
1831 TEXOMA PKWY

N
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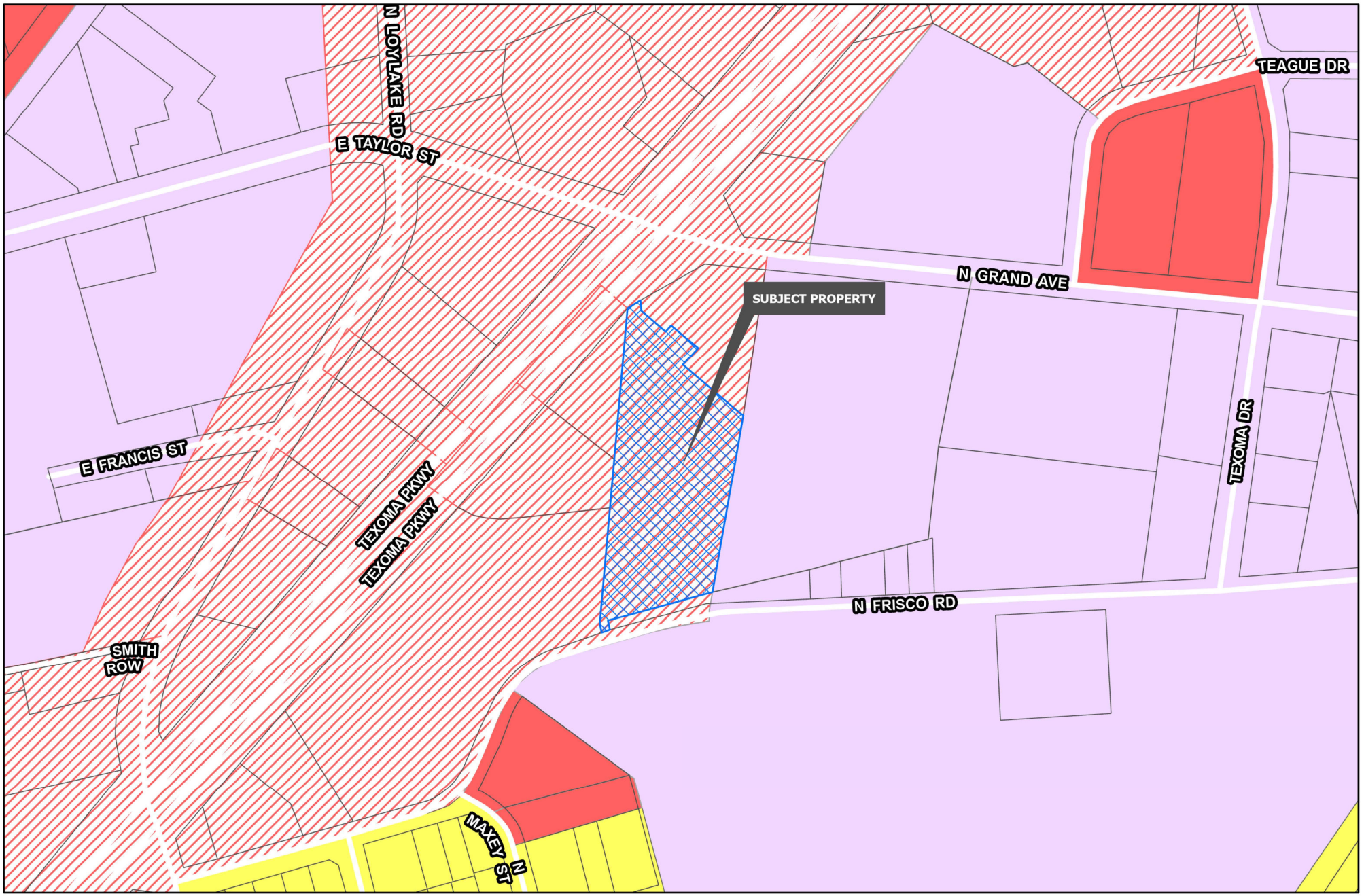
Date: 11/18/2024 4:06 PM



Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services Department

- R-A Residential Agricultural
- R-E Estate Residential
- R-12 Single Family Residential
- R-6 Single Family Residential
- R-5 Single Family Residential
- R-4 Patio Home Residential
- R-2F Duplex Residential
- R-TH Townhome Residential
- MF-15 Multi-Family Residential
- MF-30 Multi-Family Residential
- MH Manufactured Housing
- C-N Neighborhood Commercial
- C-O Office
- C-1 Retail Business
- C-2 General Commercial
- M-1 Light Manufacturing
- M-1.5 Medium Manufacturing
- M-2 Heavy Manufacturing
- PD Planned Development
- Road Names All
- Planning & Zoning

CITY OF SHERMAN
ZONING MAP
1831 TEXOMA PKWY

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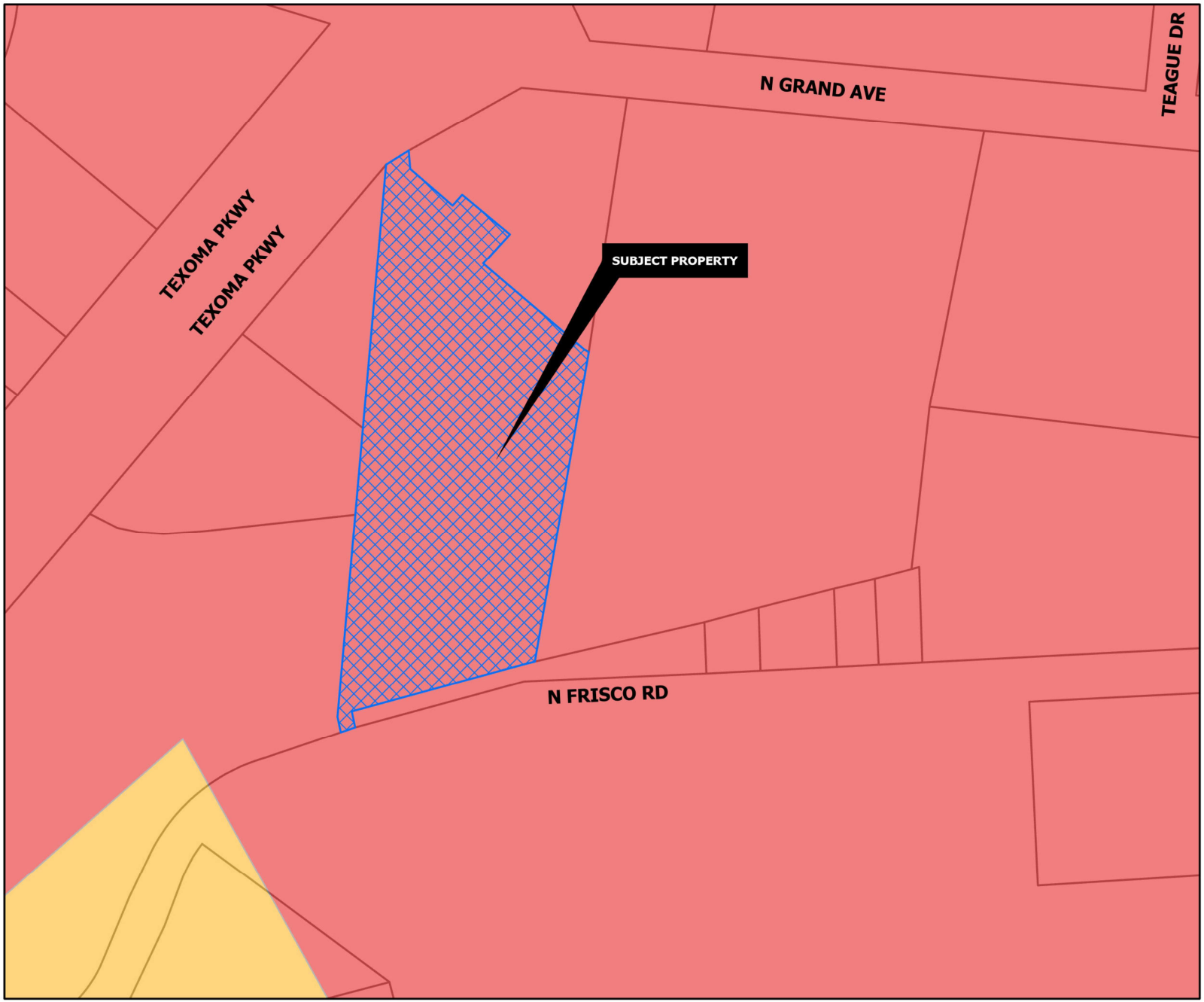
Date: 11/18/2024 9:53:21



REGIONAL COMMERCIAL

Intent & Character

The Regional Commercial category is intended to promote large-scale commercial development along US-75, while promoting community character through design. US-75 serves as the major gateway to and through the community; therefore, aesthetics and design should be promoted in this corridor. This category should allow large-scale commercial uses that serve the region and the community alike. A mix of uses and inter-connectivity between parcels should be encouraged.

Appropriate Land Use Types

- Retail and Restaurants
- Multi-Family Living
- Office Complex
- Medical
- Mixed Use
- Indoor Entertainment

Compatible Zoning Districts

- Retail Business
- General Commercial
- Office
- Multi-Family Residential (MF-15 and MF-30)
- Planned Development (for larger tracts)

Considerations

- Site design considerations should be given to parking, landscaping, and building articulation.
- Where possible, parking should be screened from view or well-landscaped with native, drought-tolerant plants.
- All buildings facades fronting a public street or within significant public view should have aesthetically-pleasing horizontal and vertical articulation.
- Signage should be multi-tenant, where possible, and should match the character of the primary structure.
- High density residential should be included in mixed use developments.
- High density residential is appropriate behind commercial areas, with inter-connectivity.
- If high density is stand alone, the surrounding uses and connectivity should be considered to avoid an "island."

Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services Department

- Agriculture/Rural
- Airport
- City Parkland
- Community Commercial
- Core Neighborhood
- Downtown
- Regional Commercial
- Suburban Neighborhood
- Technology Hub
- Planning & Zoning

CITY OF SHERMAN
FUTURE LAND USE MAP
1831 TEXOMA PKWY

N
W E
S

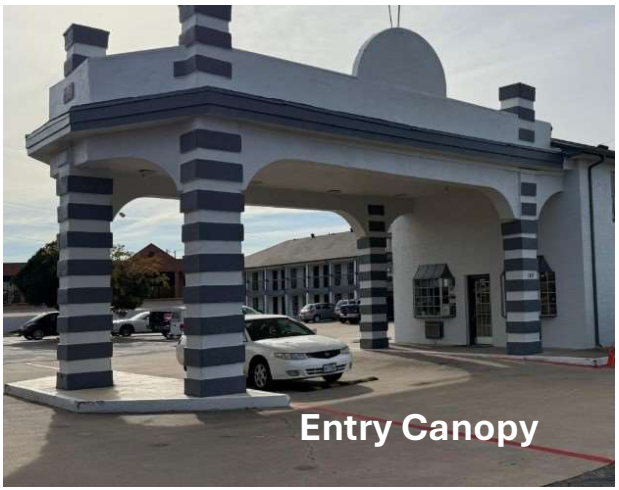
Date: 11/18/2024 4:36 PM

Sherman
CLASSIC TOWN. BROAD HORIZON.
NOTICE OF
PROPOSED ZONE CHANGE
AND SPECIFIC USE PERMIT
REQUEST
PROJECT #: 24-005835
Planning & Zoning Map:
FOR MORE INFORMATION
CONTACT:
DEVELOPMENT SERVICES
903-892-7229
12/05/2024 AT 2:44 P.M.

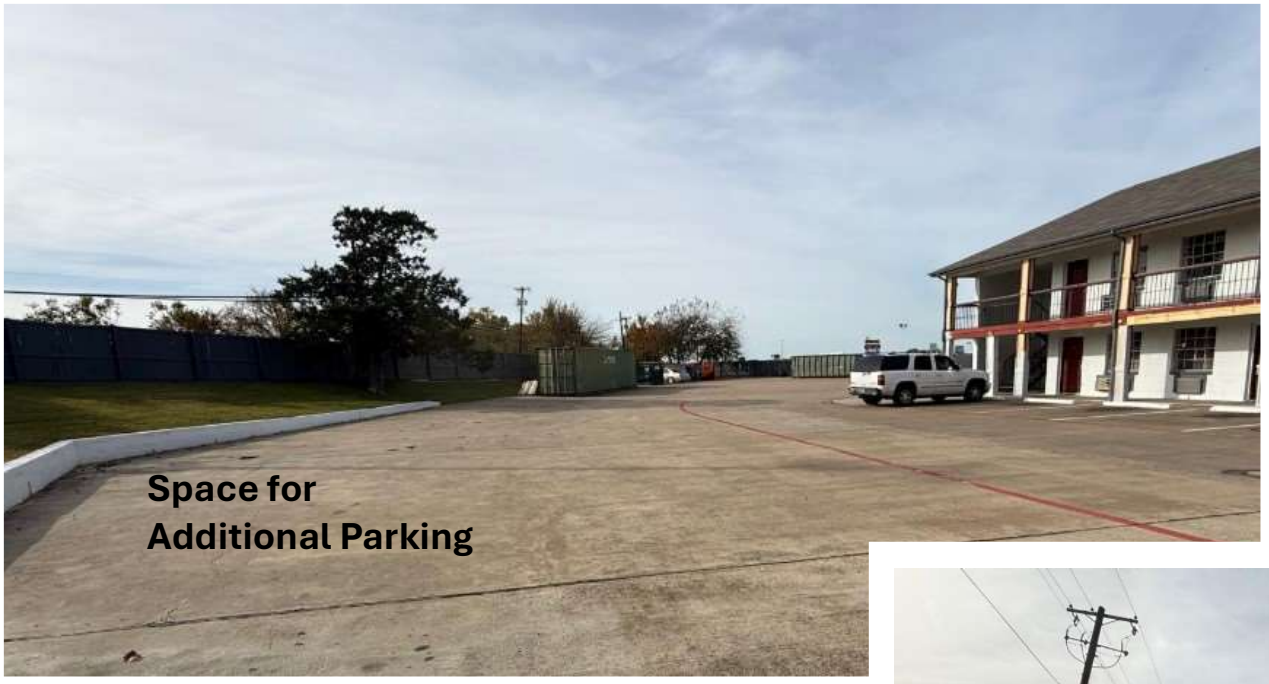
Building - B

Building - C

Building - B


Entry Canopy

Building - A


Space for
Additional Parking

Dumpster with recently
replaced encloser

Recently painted
Firelanes

Building Painting in
Progress (12/02/24)

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. E.8.

Meeting Date: 1/21/2025

Prepared By: Rob Rae, Developmental Services Director

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6807

Amending Sherman's Zoning Ordinance/Code of Ordinances Chapter 14, to Rezone a Tract of Land Consisting of 2.11 Acres Being a Part of the Samuel Blagg Survey, Abstract No. 56 and Being Lot 2 in Block 1 of Travelers Inn Addition, City of Sherman, Grayson County, Texas, Located a 401 South Sam Rayburn Freeway, Heretofore Zoned C-2 (General Commercial) District/Sam Rayburn Overlay District; Rezoning and Placing the Tract in the C-1 (Retail Business) District/Sam Rayburn Overlay District Zoning Classification, Haresh Surti (Owner) and Sartin & Associates, Inc. (Surveyor) Providing for a Penalty not ot Exceed $2,000.00; Providing a Repealing/Savings Clause, Severability Clause and an Effective Date

Issue:

The property is located at 401 South Sam Rayburn Freeway between West Cherry Street and West Center Street. The owner is requesting a Zone Change from a C-2 (General Commercial) District/Sam Rayburn Overlay District to a C-1 (Retail Business) District/Sam Rayburn Overlay District.

Background:

The property is located at 401 South Sam Rayburn Freeway between West Cherry Street and West Center Street. The Zone Change recently went to City Council for approval on June 17, 2024 but the Ordinance was written incorrectly. The property was requesting a Zone Change to a C-1 (Retail Business) District but the Ordinance stated C-2 (General Commercial) District.

The following has been approved for this location:
- 2/13/1990 – Specific Use Permit to allow a private club in a C-2 (General Commercial) District
- 1/12/1993 – Specific Use Permit to allow a private club in a C-2 (General Commercial) District
- 4/8/2003 - Specific Use Permit to allow a private club in C-2 (General Commercial) District
- 5/18/2004 - Specific Use Permit to allow a private club in C-2 (General Commercial) District
- 5/19/2009 - Specific Use Permit to allow a private club (sports bar) in C-2 (General Commercial) District

Origination:

Haresh Surti (Owner)
Sartin & Associates, Inc. (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the April 16, 2024 regular meeting, the Planning and Zoning Commission voted 6/0 to recommend to City Council that the Zone Change be approved. **The proposed use is compatible with the City of Sherman**

Comprehensive Plan. Staff recommends that Council approve this item.

Alternatives:
The City Council could deny the request

Attachments:
1. Ordinance No. 6807
2. Exhibit A - Survey and Legal Description
3. Location Map
4. Zoning Map
5. Future Landuse Map
6. Property Notification Sign

ORDINANCE NO. 6807

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, TO REZONE A TRACT OF LAND CONSISTING OF 2.11 ACRES BEING A PART OF THE SAMUEL BLAGG SURVEY, ABSTRACT NO. 56 AND BEING LOT 2 IN BLOCK 1 OF TRAVELERS INN ADDITION, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED AT 401 SOUTH SAM RAYBURN FREEWAY, HERETOFORE ZONED C-2 (GENERAL COMMERCIAL) DISTRICT; REZONING AND PLACING THE TRACT IN THE C-1 (RETAIL BUSINESS) DISTRICT ZONING CLASSIFICATION, HARESH SURTI (OWNER) AND SARTIN & ASSOCIATES, INC. (SURVEYOR) PROVIDING FOR A PENALTY NOT TO EXCEED $2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW

WHEREAS, the City Planning and Zoning Commission and the City Council, in accordance with the state law and the ordinances of the City of Sherman, have given the required notices and have held the required public hearings regarding this proposed rezoning case; and

WHEREAS, the City Council finds that rezoning the property as described in this Ordinance is in accordance with the Comprehensive Plan and will complement or be compatible with the surrounding uses and community facilities; contribute to, enhance, or promote the welfare of the area of request and adjacent properties; not be detrimental to the public health, safety, or general welfare; and conform in all other respects to all applicable zoning regulations and standards; and

WHEREAS, the City Council finds that it is in the public interest to rezone the property as described in this Ordinance.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS:

SECTION 1. That, from and after the effective date of this Ordinance, the property described in **Exhibit A – Survey and Legal Description**, attached hereto, located at 401 South Sam Rayburn Freeway and all streets, roads and alleyways contiguous and/or adjacent thereto, shall be rezoned and placed in the C-1 (Retail Business) District, and that Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14, is hereby amended so as to hereafter include such property.

SECTION 2. That this Ordinance shall be entered upon the Official Zoning Map as provided in Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14, Section 14.01.002.

SECTION 3. That no person shall acquire any vested interest in this Ordinance or in any other specific regulations contained herein. Any portion of this Ordinance may be repealed or amended by the City Council in the manner provided for by law.

SECTION 4. That it shall be unlawful for any person to make use of the Property in some manner other than as authorized by this Ordinance, and it shall be unlawful for any person to construct on the Property any building that is not in conformity with the permissible uses under this Ordinance. Any person violating any provision of this Ordinance or the General Zoning Ordinance, as they exist or may be amended, shall be deemed guilty of a misdemeanor, and on conviction thereof, shall be fined in an amount not exceeding TWO THOUSAND AND NO/100 DOLLARS ($2,000.00). A violation of any provision of this Ordinance shall constitute a separate violation for each calendar day in which it occurs. The penal provisions imposed under this Ordinance shall not preclude the City from filing suit to enjoin the violation. The City retains all legal rights and remedies available to it pursuant to local, state, and federal law.

SECTION 5. That the Zoning Ordinance shall remain in full force and effect, save and except as amended by this or any other ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict, but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the Ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 6. That in the event any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional and/or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, regardless of whether any one or more sections, subsections, sentences, clauses or phrases is declared unconstitutional and/or invalid.

SECTION 7. That it is hereby officially found and determined that the meetings at which this Ordinance was introduced and passed were open to the public and that public notice of the time, place and purpose of said meetings were given all as required by law.

SECTION 8. That this Ordinance shall become effective from and after its adoption and publication as required by law and the City Charter.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS.

INTRODUCED on this the 21st day of January 2025.

ADOPTED on this the 21st day of January 2025.

EFFECTIVE DATE on this the 21st day of January 2025.

CITY OF SHERMAN, TEXAS

BY: _____
SHAWN TEAMANN, MAYOR

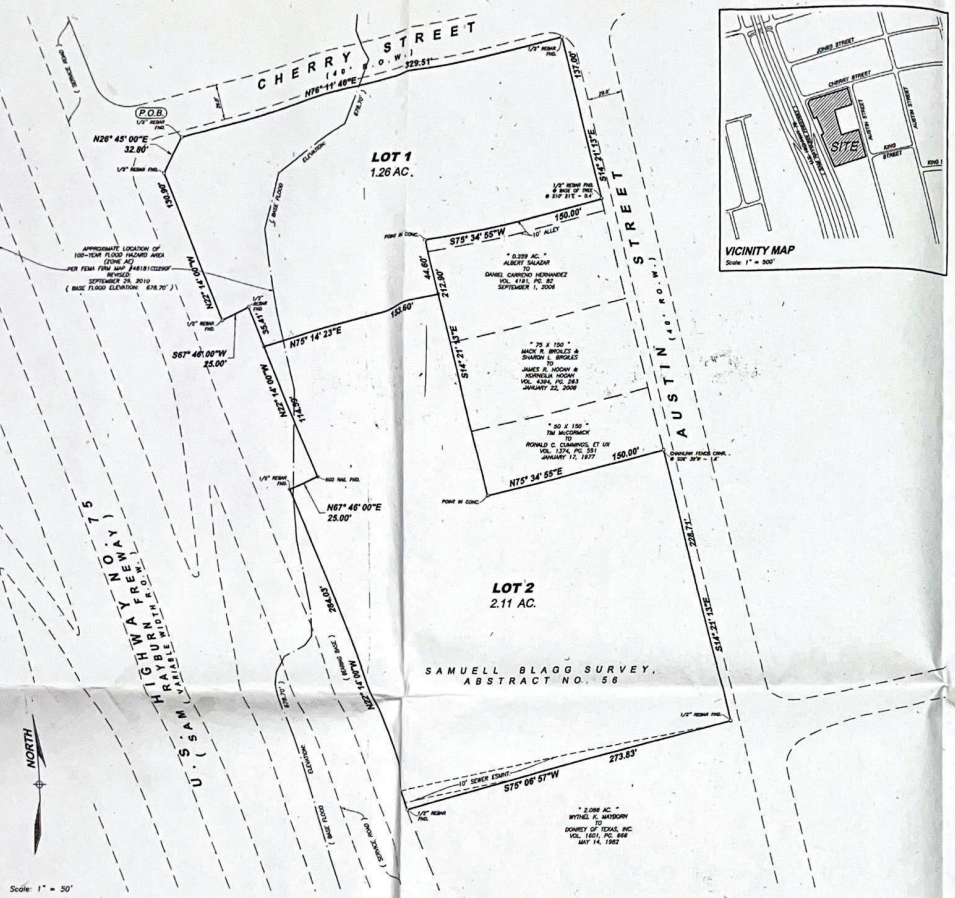
ATTEST:

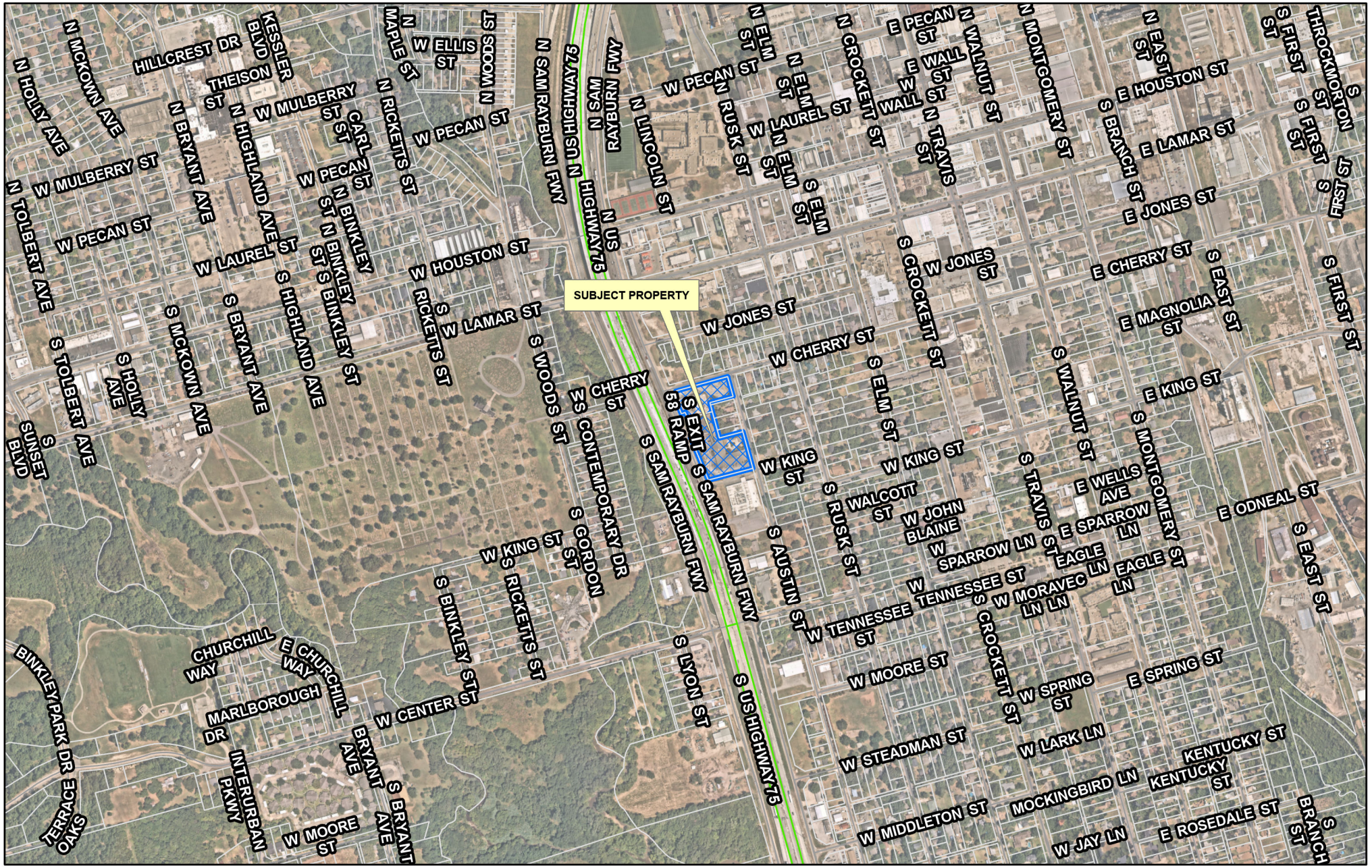
BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM:
THE LAW FIRM OF ABERNATHY,
ROEDER, BOYD & HULLETT, P.C.

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

EXHIBIT A


CHERRY STREET
(40' R.O.W.)
N76° 11' 46"E
329.51'
P.O.B.
N26° 45' 00"E
32.80'
LOT 1
1.26 AC.
S14° 21' 13"E
197.00'
AUSTIN STREET
(60' R.O.W.)
S75° 34' 55"W
150.00'
10' ALLEY
" 0.259 AC. "
ALBERT SALAZAR
TO
DANIEL CARRENO HERNANDEZ
VOL. 4191, PG. 82
SEPTEMBER 1, 2006
" 75 X 150 "
MACK R. BRIGLES &
SHARON L. BRIGLES
TO
JAMES E. HOGAN &
KORNELIA HOGAN
VOL. 4394, PG. 283
JANUARY 22, 2008
" 50 X 150 "
TIM McCORMICK
TO
RONALD D. CHAMBLISS, ET UX
VOL. 1374, PG. 551
JANUARY 17, 1977
150.00'
N75° 34' 55"E
S14° 21' 13"E
208.71'
LOT 2
2.11 AC.
SAMUELL BLAGG SURVEY,
ABSTRACT NO. 56
" 2.086 AC. "
WYTHE L. MAYBORN
TO
DONREY OF TEXAS, INC.
VOL. 1601, PG. 898
MAY 14, 1982
S75° 06' 57"W
273.83'
N67° 46' 00"E
25.00'
S67° 46' 00"W
25.00'
N75° 14' 23"E
150.60'
S14° 21' 13"E
212.00'
N14° 21' 13"W
212.00'
N14° 21' 13"W
212.00'
N14° 21' 13"W



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Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

CITY OF SHERMAN
LOCATION MAP
401 S SAM RAYBURN FWY

N
W E
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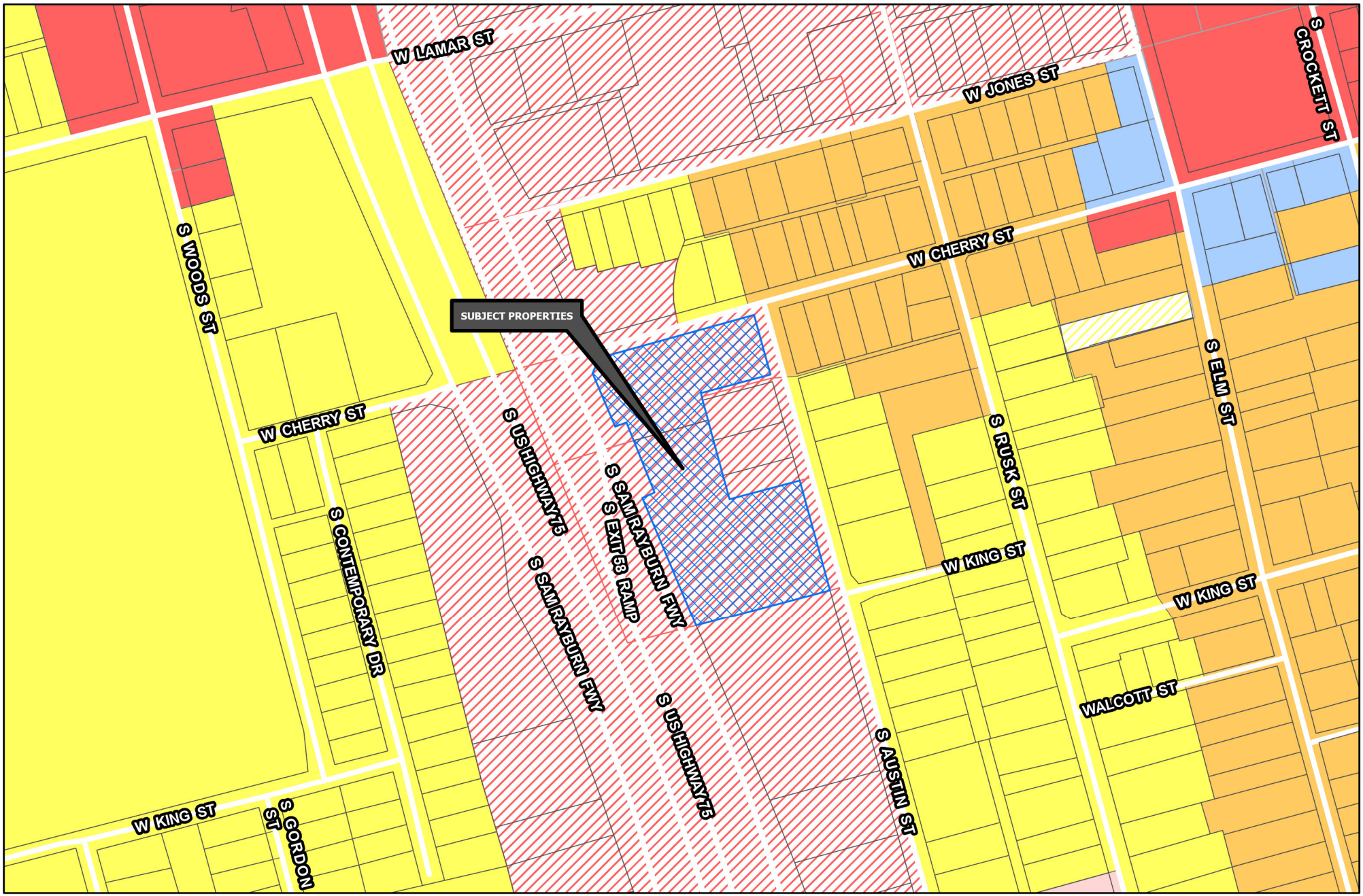
Date: 3/27/2024 3:10 PM



Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services Department

- R-A Residential Agricultural
- R-E Estate Residential
- R-12 Single Family Residential
- R-6 Single Family Residential
- R-5 Single Family Residential
- R-4 Patio Home Residential
- R-2F Duplex Residential
- R-TH Townhome Residential
- MF-15 Multi-Family Residential
- MF-30 Multi-Family Residential
- MH Manufactured Housing
- C-N Neighborhood Commercial
- C-O Office
- C-1 Retail Business
- C-2 General Commercial
- M-1 Light Manufacturing
- M-1.5 Medium Manufacturing
- M-2 Heavy Manufacturing
- PD Planned Development
- Road Names All
- Planning & Zoning

CITY OF SHERMAN
ZONING MAP
401 S SAM RAYBURN FWY

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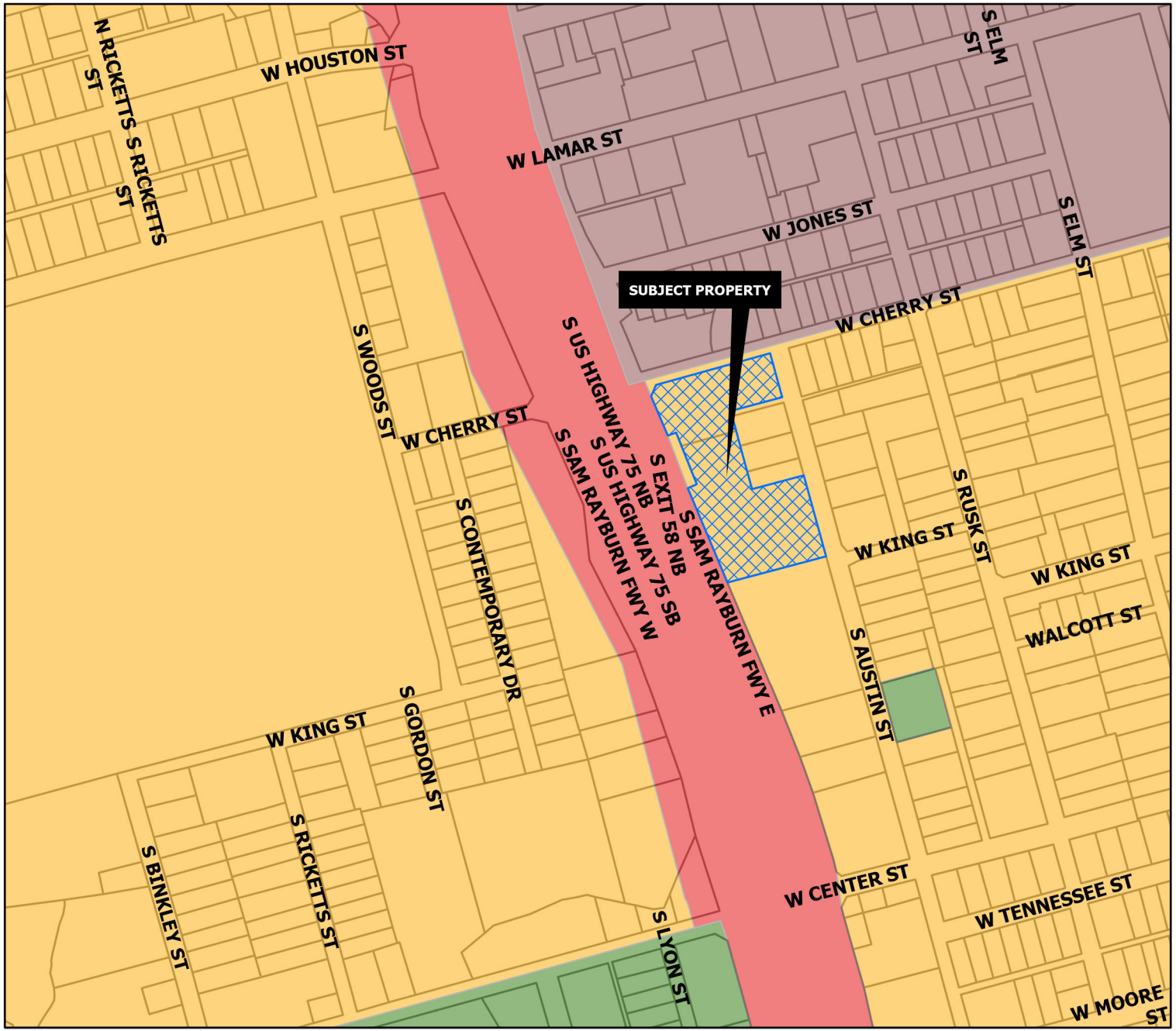


CORE NEIGHBORHOOD

Intent & Character

The Core Neighborhood category is intended to protect and enhance the existing residential areas of Sherman. This area is generally located in the center of the city, east and west of US-75. A majority of the Core Neighborhood category encompasses what is known as east Sherman. This category encourages infill development that maintains the existing character, while increasing the aesthetic appeal of the community. In certain areas, an increase in density can be appropriate through the development of single-family attached products, like townhomes or quad-plexes.

Appropriate Land Use Types

- Single-family detached
- Single-family attached
- Local/neighborhood commercial and office
- Parks and open space
- Schools and civic uses

Compatible Zoning Districts

- Single-Family Residential (R-5, R-4, R-2F, and R-TH)
- Multi-Family Residential (MF-15 and MF-30)
- Manufactured Housing
- Retail Business
- Neighborhood Commercial

Considerations

- Infill that increases density should match the character of the surrounding structures.
- Small-scale commercial uses are appropriate along larger streets and should be compatible with the surrounding residential development.

Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services Department

- Agriculture/Rural
- Airport
- City Parkland
- Community Commercial
- Core Neighborhood
- Downtown
- Regional Commercial
- Suburban Neighborhood
- Technology Hub
- Planning & Zoning

CITY OF SHERMAN
FUTURE LAND USE MAP
401 S SAM RAYBURN FWY

N W E S

Date: 3/27/2023 1:07 PM

Marlow, Lauren

From: Planning
To: Shawn Smith; Planning
Subject: RE: Traveler's Inn - Sherman

From: Shawn Smith
Sent: Tuesday, April 2, 2024 11:22 AM

Subject:

Sent from my iPhone

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. E.9.

Meeting Date: 1/21/2025

Prepared By: Wayne Lee, Director of Engineering

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6808

Temporarily Reducing the Maximum Rates of Speed on Certain Portions of U.S. Highway 75 Frontage Roads in the Corporate Limits of Sherman, Grayson County, Texas, During Construction; Providing for a Penalty Clause with a Maximum Fine of $2,000; Declaring an Emergency; Providing for Severability; Providing for a Repealer

Issue:

The Texas Department of Transportation (TxDOT) is requesting speed limit changes on U.S. Highway 75 Frontage Roads in Sherman's city limits, for the duration of their construction activities on TxDOT Project No. C 47-18-88

Background:

This project is the continued reconstruction of U.S. Hwy 75.

With ongoing construction and traffic reroutes, TxDOT has deemed it necessary to reduce the speed limit within the construction limits until completion of the project. The speed limit will be reduced from 45 MPH to 35 MPH on the frontage roads from the southern end of the US 82 underpass to North Travis Street, both northbound and southbound roads.

Origination:

Texas Department of Transportation

Financial Consideration:

None

Staff Recommendation:

It is recommended that TxDOT's recommended speed limits be approved for construction purposes.

Alternatives:

As may be directed by the City Council

Attachments:

1. Ordinance No. 6808
2. Location Map from TxDOT

ORDINANCE NO. 6808

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, TEMPORARILY REDUCING THE MAXIMUM RATES OF SPEED ON CERTAIN PORTIONS OF U.S. HIGHWAY 75 FRONTAGE ROADS IN THE CORPORATE LIMITS OF SHERMAN, GRAYSON COUNTY, TEXAS, DURING CONSTRUCTION; PROVIDING FOR A PENALTY CLAUSE WITH A MAXIMUM FINE OF $2,000; DECLARING AN EMERGENCY; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the Texas Department of Transportation ("TxDOT") has asked the City of Sherman, Texas ("Sherman"), to consider reducing the maximum speed limits on designated sections of U.S. Highway 75 Frontage Roads during TxDOT's US75 widening/reconstruction project (Project No. C 47-18-88); and

WHEREAS the City Council of the City of Sherman, Texas ("City Council") finds that it would be advantageous and beneficial to the citizens of Sherman to establish new maximum speed limits on designated sections of U.S. Highway 75 Frontage Roads during TxDOT's US75 widening/reconstruction project.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS:

SECTION 1. The prima facie speed limit is hereby set at thirty-five (35) miles per hour for vehicles traveling on the following sections of the northbound and southbound lanes of U.S. Highway 75 Frontage Roads: from approximately the southern end of the US 82 Underpass to North Travis Street. The City Council finds that such speed limit for vehicles are safe, reasonable and prudent. Such speed limit shall be in effect from the effective date of this Ordinance until TxDOT's US75 widening/reconstruction project (Project No. C 47-18-88) is complete. When no special hazards exist that require a lower speed, the speed of any vehicle not in excess of the limits specified shall be lawful, but any speed in excess of the limits specified shall be prima facie evidence that the speed is not reasonable or prudent and that it is unlawful.

SECTION 2. Signs indicating the speed limits provided herein shall be placed at the most advantageous points to be conspicuous to approaching vehicular traffic in accordance with the Texas Uniform Manual on Traffic Control Devices, as amended. Each sign shall be permanently affixed to a stationary post or installed on permanent buildings or walls or as otherwise approved. The signs shall in no way be obstructed from view and shall comply with applicable state laws. The City Manager, or his/her authorized representative, is authorized and directed to cause to be erected such appropriate signs.

SECTION 2. That any person violating the provisions of this ordinance shall be guilty of a misdemeanor and, upon conviction thereof, shall be punished by a work zone fine not exceeding TWO THOUSAND AND NO/100 DOLLARS ($2,000.00).

SECTION 3. That the fact that present traffic regulations are inadequate to control traffic in the area covered by this ordinance creates an emergency which is here and now declared, and all rules and regulations providing for the reading of ordinance is passed as an emergency measure and shall be in full force and effect from and after its passage and publication and after the installation of speed limit signs.

SECTION 4. That the provisions of this ordinance are severable and the invalidity of any word, phrase or part of this ordinance shall not affect the validity or effectiveness of the remainder of the ordinance.

SECTION 5. That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 6. That it is hereby officially found and determined that the meetings at which this ordinance was introduced and passed were open to the public and that public notice of the time, place and purpose of said meetings were given all as required by law.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS.

INTRODUCED on this the 21st day of January 2025.

ADOPTED on this the 21st day of January 2025.

EFFECTIVE DATE on this the 21st day of January 2025.

CITY OF SHERMAN, TEXAS

BY: _____

SHAWN TEAMANN, MAYOR

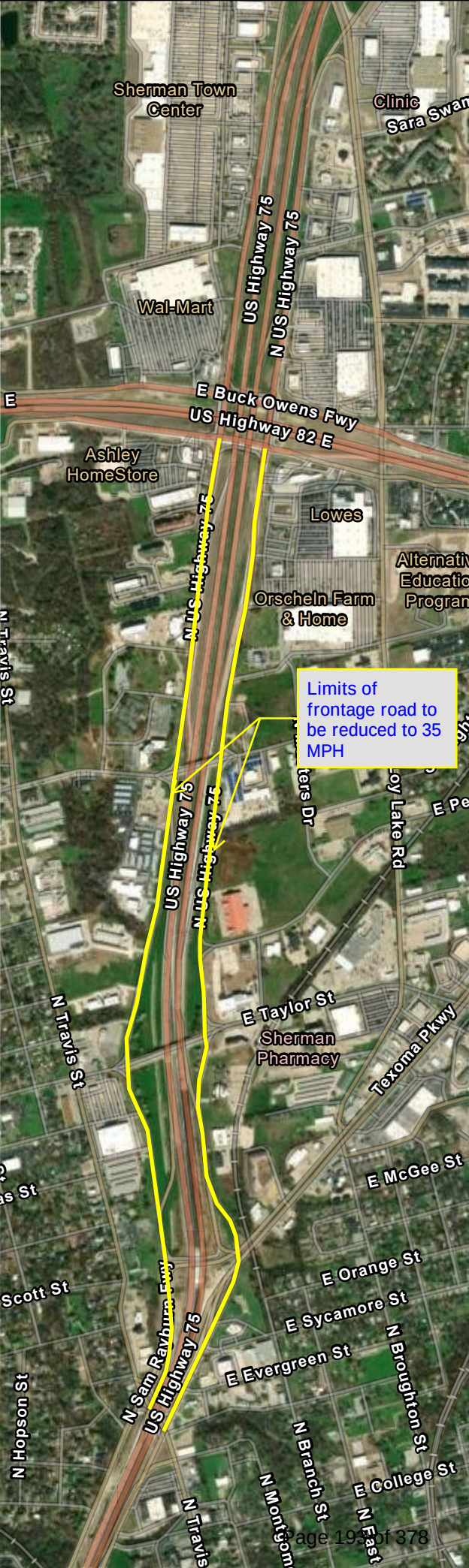
ATTEST:

BY: _____

LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM:
THE LAW FIRM OF ABERNATHY,
ROEDER, BOYD & HULLETT, P.C.

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY


Sherman Town Center
Clinic
Sara Swan
Wal-Mart
US Highway 75
N US Highway 75
E Buck Owens Fwy
US Highway 82 E
Ashley HomeStore
Lowes
Orscheln Farm & Home
Limits of frontage road to be reduced to 35 MPH
N Travis St
E Taylor St
Sherman Pharmacy
Texoma Pkwy
E McGee St
E Orange St
E Sycamore St
E Evergreen St
N Broughton St
E College St
N Branch St
N Hopson St
Scott St
N Sam Rayburn Fwy
N Travis St

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. F.1.

Meeting Date: 1/21/2025

Prepared By:

Approved By:

Caption:
Close Public Hearing
Consider Adoption of Ordinances 6800, 6801, 6802, 6803, 6804, 6805, 6806, 6807 & 6808

Issue:

E. 1. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6800
Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, Repealing Ordinance 6602, And Granting A Specific Use Permit To Allow Hotel or Motel in the Blalock Commercial Overlay District Located at 301 West Travis Street, Consisting of 4.821 acres being in the Preston Kitchen Survey, Abstract No. 667 and currently in the Blalock Commercial Overlay District/Blalock Planned Development District, City Of Sherman, Grayson County, Texas TEKMAK Sherman Hotel, LP (Owner), Kellen Robertson (Representative) and Votex Surveying Company (Surveyor) Prescribing Conditions To The Specific Use Permit; Providing A Penalty Not To Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date;

E. 2. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6801
Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, And Granting A Specific Use Permit To Allow a Hotel or Motel in a C-1 (Retail Business) District/75&82 Overlay District, Located in the 500 Block East Lamberth Road, Consisting of 2.233 acres being in the J.B. McAnair Survey, Abstract No. 763, City Of Sherman, Grayson County, Texas Sherman Development Limited Partnership No. 3, LP (Owner), Steve Meier (Representative) and Vasquez Engineering, LLC (Surveyor) Prescribing Conditions To The Specific Use Permit; Providing A Penalty Not To Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

E. 3. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6802
Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, Repealing Ordinance 6605, And Granting A Specific Use Permit To Allow Mini-Warehouse in a C-1 (Retail Business) District/FM Highway 1417 Overlay District Located in the 3600 Block Steeple Chase Drive, Consisting of 3.002 acres, being Lot 4, Block 1 of Bearcat Crossing Addition, City Of Sherman, Grayson County, Texas Core Self Storage, LLC (Owners), Jim Lee (Representative) and A&W Surveyors, Inc. (Surveyor) Conditions To The Specific Use Permit; Providing A Penalty Not To Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

E. 4. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6803
Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land being the West 100 feet of Lot 5 and Lot 6, Block 37 of the College Park Addition, City Of Sherman, Grayson County, Texas, Located in the 100 Block North Cleveland Avenue, Heretofore Zoned R-6 (Single Family Residential) District; Rezoning And Placing The Tract In The R-4 (Single Family Residential) District Zoning Classification, Jinal and Harsiddh Patel (Owner) and Underwood Drafting & Surveying,

Inc. (Surveyor) Providing For A Penalty Not To Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

E. 5. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6804

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, And Granting A Specific Use Permit To Allow Schools; Elementary, High, College and Universities, Public, Private, or Denominational in a R-6 (Single Family Residential) District, Located at 400 North Sunset Boulevard, Consisting of 12.131 acres being in the J.B. McAnair Survey, Abstract No. 763, City Of Sherman, Grayson County, Texas Sherman Independent School District (Owner), Taylor Boswell (Representative) and Teague Nall & Perkins (Surveyor) Prescribing Conditions To The Specific Use Permit; Providing A Penalty Not To Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

E. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6805

6. Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land Consisting Of 2.820 acres being in the J.B. McAnair Survey, Abstract No. 763, City Of Sherman, Grayson County, Texas, Located at 1831 Texoma Parkway, Heretofore Zoned C-2 (General Commercial) District; Rezoning And Placing The Tract In The C-1 (Retail Business) District Zoning Classification, Rash Ventures, LLC (Owner) and Bluestar Surveying, LLC (Surveyor) Providing For A Penalty Not To Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

E. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6806

7. Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, And Granting A Specific Use Permit To Allow a Hotel or Motel in a C-1 (Retail Business) District, Located at 1831 Texoma Parkway, Consisting of 2.820 acres being in the J.B. McAnair Survey, Abstract No. 763, City Of Sherman, Grayson County, Texas Rash Ventures, LLC (Owner) and Bluestar Surveying, LLC (Surveyor) Prescribing Conditions To The Specific Use Permit; Providing A Penalty Not To Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

E. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6807

8. Amending Sherman's Zoning Ordinance/Code of Ordinances Chapter 14, to Rezone a Tract of Land Consisting of 2.11 Acres Being a Part of the Samuel Blagg Survey, Abstract No. 56 and Being Lot 2 in Block 1 of Travelers Inn Addition, City of Sherman, Grayson County, Texas, Located a 401 South Sam Rayburn Freeway, Heretofore Zoned C-2 (General Commercial) District/Sam Rayburn Overlay District; Rezoning and Placing the Tract in the C-1 (Retail Business) District/Sam Rayburn Overlay District Zoning Classification, Haresh Surti (Owner) and Sartin & Associates, Inc. (Surveyor) Providing for a Penalty not ot Exceed $2,000.00; Providing a Repealing/Savings Clause, Severability Clause and an Effective Date

E. 9. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6808

Establishing Maximum, Reasonable and Prudent Rates of Speed on Certain Portions of U.S. Highway 75 Frontage Roads in the Corporate Limits of Sherman, Grayson County, Texas; Fixing Penalties for Violation Thereof; Declaring an Emergency; Providing for Severability; Providing for a Repealer

Background:

Origination:

Financial Consideration:

Staff Recommendation:

Alternatives:

Attachments:
None

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. G.1.

Meeting Date: 1/21/2025

Prepared By: Teri Fine, Assistant to the City Manager

Approved By: Ryan Pittman, City Attorney

Caption:

RESOLUTION NO. 7465

Authorizing the Execution of a Right-of-Way Warranty Deed for the Purchase of 0.0888 Acres of Land Situated in the Elizabeth Jones Survey A-625, Sherman, Texas

Issue:

Authorizing the Execution of a Right-of-way Warranty Deed for the Purchase of 0.0888 Acres of Land Situated in the Elizabeth Jones Survey A-625, Sherman, Texas

Background:

In 2022 the City of Sherman began the process of acquiring Right-of-Way for Phase II of the FM 417 Expansion Project. The second phase includes expanding FM 1417 from SH 56, south, to OB Groner (West Travis St.). One of the more than 40 parcels needed for this project included property Mayor Shawn Teamann partially owns. All Right-of-Way purchased by the City of Sherman for this project includes an appraisal by a third-party commercial appraiser. The third-party appraisal valued this 0.0888 Acre parcel at $39,627. The owners agreed to sell the property at appraised value. The price per square foot to be paid on this property is the lowest price per foot of any of the parcels purchased to-date, and there have been no parcels purchased for less than appraised value.

For transparency, City staff is requesting Council approve purchase of this Right-of-Way.

Origination:

City of Sherman

Financial Consideration:

Total purchase price of $39,627.00.

Staff Recommendation:

City staff has no objections to the proposed purchase. It is recommended that the purchase agreement be executed.

Alternatives:

As may be directed by City Council

Attachments:

1. Resolution No. 7465
2. Right of Way Warranty Deed
3. Signed MOA

RESOLUTION NO. 7465

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY WARRANTY DEED FOR THE PURCHASE OF 0.0888 ACRES OF LAND SITUATED IN THE ELIZABETH JONES SURVEY A-625, SHERMAN, TEXAS; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS:

SECTION 1. That the Deputy Mayor be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form by the City Attorney, to execute a right-of-way warranty deed with LEDMONZ, LLC, a Texas limited liability company and TAZNZANITE COMMERCIAL LLC, a Texas limited liability company for 0.0888 acres of land situated in the Elizabeth Jones Survey A-625, more or less and being more particularly described in Exhibit "A-1," attached hereto and made a part hereof for all purposes.

SECTION 2. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the 21st day of January 2025.

CITY OF SHERMAN, TEXAS

BY: _____
SHAWN TEAMANN, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM:
THE LAW FIRM OF ABERNATHY, ROEDER, BOYD & HULLETT, P.C.

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

Exhibit "A"

COUNTY: Grayson
HIGHWAY: FM 1417
RCSJ: 2455-01-042
CCSJ: 2455-01-036
LIMITS: From 0.3 miles South of O.B. Groner Rd. to SH 56

November 22, 2019

Description for Parcel 14

BEING 0.0888 acres (3866.2731 sq. ft.) of land situated in the Elizabeth Jones Survey, A-625, and being a part of that certain called Lot 1 of the Final Plat of Community USA to the City of Sherman, Texas, recorded in Vol. 18 Pg. 52 of the Plat Records of Grayson County, Texas, and conveyed in a Warranty Deed from Ben Dye to Community Storage USA, Ltd., dated January 10, 2006 and recorded in Vol. 3998 Pg. 58 of the Official Public Records of Grayson County, Texas, said 0.0888 acres of land to be more particularly described by metes and bounds as follows:

COMMENCING at a ½" iron rod found in the South line of the aforementioned Lot 1 for the Northeast corner of that certain called Lot 3-A of the Replat of Lot 3 of Community USA Addition to the City of Sherman, Texas, recorded in Vol. 24 Pg. 112 of the Plat Records of Grayson County, Texas, and conveyed in a Warranty Deed with Vendor's Lien from Sherman Storage 1, LLC. and RCH-Sherman TIC, LLC. to Steven Palmer, dated April 6, 2017 and recorded in Vol. 5979 Pg. 708 of the Official Public Records of Grayson County, Texas, and the most Northern Northwest corner of that certain called Lot 3-B of the aforementioned Replat of Lot 3 of Community USA Addition conveyed in a Special Warranty Deed with Vendor's Lien from Community Storage USA, Ltd. to Sherman Storage 1, LLC. and RCH-Sherman TIC, LLC. dated November 30, 2016 and recorded in Vol. 5913 Pg. 688 of the Official Public Records of Grayson County, Texas;

THENCE South 88°35'25" West along the South line of said Lot 1 and the North line of the aforementioned Lot 3-A a distance of 218.48 feet to a 5/8" iron rod with 2" aluminum cap stamped "TX DEPT of Transportation - Property Corner" set in the proposed East right-of-way line of FM 1417 for the Southeast corner of the herein described tract, said point being the **POINT OF BEGINNING,** and being located 70.17 feet right of and at a right angle from the Existing Survey Baseline of FM 1417, hereinafter referred to as the "Survey Baseline", at Survey Baseline Station 170+13.43, and being located at the coordinates of 7273650.9088 feet North and 2533644.0307 feet East;

1. **THENCE** South 88°35'25" West along the South line of said Lot 1 and the North line of said Lot 3-A a distance of 10.17 feet to a point in the existing East right-of-way line of FM 1417 for the Southwest corner of the herein described tract, the Southwest corner of said Lot 1 and the Northwest corner of said Lot 3-A from which a ½" iron rod found bears South 88°35'25" West a distance of 0.79 feet, said point being 60.00 feet right of Survey Baseline station 170+13.43;

Description for Parcel 14

2. **THENCE** North 01°24'15" West along the existing East right-of-way line of FM 1417 and the West line of said Lot 1 a distance of 377.85 feet to a 5/8" iron rod with a 3¼" aluminum TxDOT right-of-way disk** set in the South line of Park Ave. for the Northwest corner of the herein described tract and the Northwest corner of said Lot 1, said point being the point of curvature for a curve to the right and being 60.00 feet right of Survey Baseline station 173+91.29;

3. **THENCE** in a Easterly direction along the South line of Park Ave. and the North line of said Lot 1 an arc distance of 10.59 feet with the aforementioned curve to the right, whose radius is 800.00 feet, whose central angle is 00°45'31" and whose long chord bears North 73°18'51" East a distance of 10.59 feet, to a 5/8" iron rod with a 3¼" aluminum TxDOT right-of-way disk** set in the proposed East right-of-way line of FM 1417 for the Northeast corner of the herein described tract from which a ½" iron rod found bears North 74°25'34" East a distance of 0.37 feet, said point being 70.22 feet right of Survey Baseline station 173+94.08;

4. **THENCE** South 01°23'51" East along the proposed East right-of-way line of FM 1417 a distance of 380.64 feet to the **PLACE OF BEGINNING, and containing 0.0888 acres (3866.2731 sq. ft.) of land, more or less.**

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

RIGHT-OF-WAY WARRANTY DEED

STATE OF TEXAS §
§ **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF GRAYSON §

That **LEDMONZ, LLC, a Texas limited liability company and TANZANITE COMMERCIAL LLC, a Texas limited liability company** ("Grantor"), whose address is 56 Summit Oak Circle, Denison, Texas, 75020, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration in hand paid by the **CITY OF SHERMAN, TEXAS** ("Grantee"), whose mailing address is P.O. Box 1106, Sherman, Texas 75091, the receipt and sufficiency of which consideration is hereby acknowledged, has DEDICATED, GRANTED, SOLD AND CONVEYED in fee simple, and by these presents does DEDICATE, GRANT, SELL AND CONVEY in fee simple unto Grantee as right of way for public street, utility, access, sidewalk and other public purposes, including the right of ingress and egress, and regress therein, and any other public purpose authorized by Texas Local Government Code § 273.001 and deemed necessary by Grantee into and through all that certain real property ("Property") located in the County of Grayson, State of Texas, 0.0888 acres (3,866.2731 sq.ft.) of land situated in the Elizabeth Jones Survey A-625, more or less, and being more particularly described in Exhibit "A" attached hereto and for all purposes.

Grantor specifically reserves from this dedication all its rights, title and interest in all oil, gas and other minerals in and under the Property, provided, however, that Grantor shall not be permitted to, and shall not allow any party to, drill or excavate for oil, gas and other minerals on or from the surface of the Property, but Grantor may extract oil, gas or other minerals from and under the Property by directional drilling or other means that do not interfere with or disturb Grantee's use of the Property.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in any way belonging, as right of way for said public street, utility, access, sidewalk and other public purposes unto Grantee, its successors and assigns, forever. Grantor does hereby bind itself, its successors and assigns, to warrant and forever defend, all and singular,

the Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Each individual executing this instrument on behalf of Grantor represents that all appropriate and necessary actions have been taken to authorize the individual who is executing this instrument to do so for and on behalf of Grantor, that there are no other parties or entities required to execute this instrument in order for the same to be an authorized and binding agreement on Grantor and that the individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

It is understood and agreed that the consideration received by Grantor hereunder includes adequate compensation for the grant of the rights hereunder and for all damages arising out of the construction, reconstruction, repair, operation and maintenance of any street, utility, access, sidewalk or other public facilities.

This instrument shall be binding on, and inure to the benefit of, Grantee and Grantor and their respective successors or assigns.

This instrument may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

When the context requires, singular nouns and pronouns include the plural.

SIGNED and effective this _____ day of _____, 2025.

GRANTOR:

LEDMONZ, LLC,
a Texas limited liability company

_____
SHAWN TEAMANN

Title: managing member

TANZANITE COMMERCIAL, LLC,
a Texas limited liability company

_____
BRANDON SMITH

Title: owner

ACKNOWLEDGEMENT

THE STATE OF TEXAS §
§ **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared **SHAWN TEAMANN**, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me that he is the managing member and duly authorized representative of **LEDMONZ, LLC, a Texas limited liability company**, and that he executed the same for the purposes and consideration therein stated and in the capacity therein stated as the act and deed of said company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this the _____ day of _____, 2025.

_____
NOTARY PUBLIC, STATE OF TEXAS

Notary's commission expires: _____

THE STATE OF TEXAS §
§ **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared **BRANDON SMITH**, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me that he is the owner and duly authorized representative of **TANZANITE COMMERCIAL, LLC, a Texas limited liability company**, and that he executed the same for the purposes and consideration therein stated and in the capacity therein stated as the act and deed of said company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this the _____ day of _____, 2025.

_____
NOTARY PUBLIC, STATE OF TEXAS

Notary's commission expires: _____

GRANTEE:
CITY OF SHERMAN, TEXAS

BY: _____
JUSTON DOBBS, DEPUTY MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:
THE LAW FIRM OF ABERNATHY, ROEDER, BOYD & HULLETT, P.C.

BY: _____
NAME: Ryan D. Pittman
CITY ATTORNEY

AFTER RECORDING, RETURN TO
City of Sherman
Office of the City Attorney
P. O. Box 1106
Sherman, TX 75091-1106

Exhibit "A"

COUNTY: Grayson
HIGHWAY: FM 1417
RCSJ: 2455-01-042
CCSJ: 2455-01-036
LIMITS: From 0.3 miles South of O.B. Groner Rd. to SH 56

November 22, 2019

Description for Parcel 14

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THENCE South 88°35'25" West along the South line of said Lot 1 and the North line of the aforementioned Lot 3-A a distance of 218.48 feet to a 5/8" iron rod with 2" aluminum cap stamped "TX DEPT of Transportation - Property Corner" set in the proposed East right-of-way line of FM 1417 for the Southeast corner of the herein described tract, said point being the **POINT OF BEGINNING,** and being located 70.17 feet right of and at a right angle from the Existing Survey Baseline of FM 1417, hereinafter referred to as the "Survey Baseline", at Survey Baseline Station 170+13.43, and being located at the coordinates of 7273650.9088 feet North and 2533644.0307 feet East;

1. **THENCE** South 88°35'25" West along the South line of said Lot 1 and the North line of said Lot 3-A a distance of 10.17 feet to a point in the existing East right-of-way line of FM 1417 for the Southwest corner of the herein described tract, the Southwest corner of said Lot 1 and the Northwest corner of said Lot 3-A from which a ½" iron rod found bears South 88°35'25" West a distance of 0.79 feet, said point being 60.00 feet right of Survey Baseline station 170+13.43;

Description for Parcel 14

2. **THENCE** North 01°24'15" West along the existing East right-of-way line of FM 1417 and the West line of said Lot 1 a distance of 377.85 feet to a 5/8" iron rod with a 3¼" aluminum TxDOT right-of-way disk** set in the South line of Park Ave. for the Northwest corner of the herein described tract and the Northwest corner of said Lot 1, said point being the point of curvature for a curve to the right and being 60.00 feet right of Survey Baseline station 173+91.29;

3. **THENCE** in a Easterly direction along the South line of Park Ave. and the North line of said Lot 1 an arc distance of 10.59 feet with the aforementioned curve to the right, whose radius is 800.00 feet, whose central angle is 00°45'31" and whose long chord bears North 73°18'51" East a distance of 10.59 feet, to a 5/8" iron rod with a 3¼" aluminum TxDOT right-of-way disk** set in the proposed East right-of-way line of FM 1417 for the Northeast corner of the herein described tract from which a ½" iron rod found bears North 74°25'34" East a distance of 0.37 feet, said point being 70.22 feet right of Survey Baseline station 173+94.08;

4. **THENCE** South 01°23'51" East along the proposed East right-of-way line of FM 1417 a distance of 380.64 feet to the **PLACE OF BEGINNING, and containing 0.0888 acres (3866.2731 sq. ft.) of land, more or less.**

COUNTY: Grayson
HIGHWAY: FM 1417
RCSJ: 2455-01-042
CCSJ: 2455-01-036
LIMITS: From 0.3 miles South of O.B. Groner Rd. to SH 56

Description for Parcel 14

Notes:

All coordinates and distances shown are surface measurements based on the Texas State Plane Coordinate System of 1983 (NAD 83 (2011)), North Central Zone, 4202, and can be converted to grid coordinates by dividing by a Surface Adjustment Factor of 1.000120.

**Monument described and set, may be replaced with TxDOT Type II right-of-way monument upon completion of construction under the supervision of a registered professional land surveyor, either employed or retained by TxDOT.

All referenced property descriptions, distances and areas were taken from deed records acquired from the Deed Records of Grayson County, Texas.

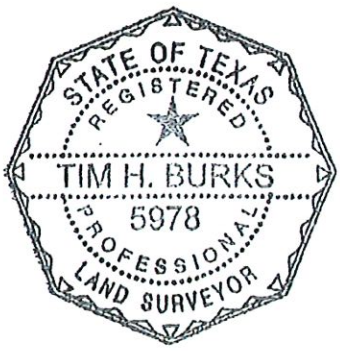
This property description is accompanied by a separate plat.

I, Tim H. Burks, Registered Professional Land Surveyor, do hereby certify that this boundary description and plat represent the results of a survey made on the ground by me, or under my supervision, in the months of April, 2018 and October, 2019.

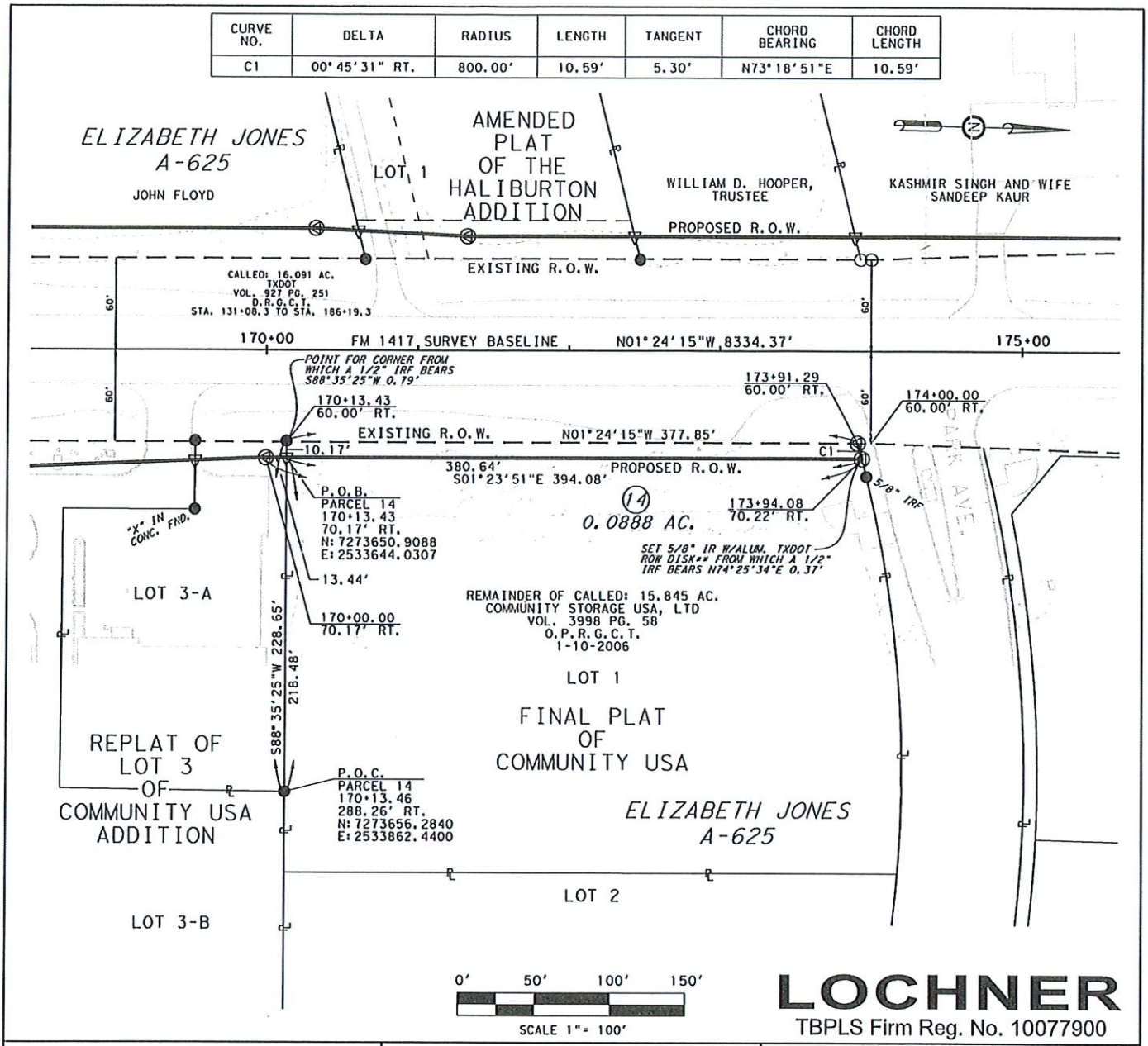
11-22-19

Tim H. Burks, R.P.L.S. Date
Texas Registration No. 5978
TBPLS Firm Reg. No. 10077900

H.W. Lochner, Inc.
5767 Eagles Nest Blvd.
Tyler, Texas 75703
903-581-7844



CURVE NO.	DELTA	RADIUS	LENGTH	TANGENT	CHORD BEARING	CHORD LENGTH
C1	00°45'31" RT.	800.00'	10.59'	5.30'	N73°18'51"E	10.59'



LOCHNER
TBPLS Firm Reg. No. 10077900

LEGEND

⊗	PARCEL NUMBER
▽	SET 5/8" IRON ROD WITH 3 1/4" ALUMINUM TXDOT ROW DISK**
▽	SET 5/8" IRON ROD WITH 2" ALUMINUM CAP STAMPED "TX DEPT OF TRANSPORTATION PROPERTY CORNER"
○	SET 1/2" IRON ROD WITH MAROON CAP STAMPED "LOCHNER"
■	FOUND TXDOT RIGHT-OF-WAY MONUMENT
●	FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
R.O.W.	RIGHT-OF-WAY
℄	PROPERTY LINE
℄	SURVEY/ABSTRACT LINE
⟵	FEE HOOK
D.R.G.C.T.	DEED RECORDS GRAYSON COUNTY, TEXAS
R.P.R.G.C.T.	REAL PROPERTY RECORDS GRAYSON COUNTY, TEXAS
O.P.R.G.C.T.	OFFICIAL PUBLIC RECORDS GRAYSON COUNTY, TEXAS
W.R.G.C.T.	WILL RECORDS GRAYSON COUNTY, TEXAS
P.O.C.	POINT OF COMMENCING
P.O.B.	POINT OF BEGINNING
— · —	SURVEY LINE
— — —	EXISTING RIGHT OF WAY
———	PROPOSED RIGHT OF WAY

I, TIM H. BURKS, REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THIS BOUNDARY DESCRIPTION AND PLAT REPRESENT THE RESULTS OF A SURVEY MADE ON THE GROUND BY ME, OR UNDER MY SUPERVISION, IN THE MONTHS OF APRIL, 2018 AND OCTOBER, 2019.

11-22-19

TIM H. BURKS
REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF TEXAS NO. 5978

STATE OF TEXAS
REGISTERED
TIM H. BURKS
5978
PROFESSIONAL
LAND SURVEYOR

PAGE 4 OF 4

NOTES:

ALL COORDINATES AND DISTANCES SHOWN ARE SURFACE MEASUREMENTS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM OF 1983 (NAD 83 (2011)), NORTH CENTRAL ZONE, 4202, AND CAN BE CONVERTED TO GRID COORDINATES BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.000120.

**MONUMENT DESCRIBED AND SET, MAY BE REPLACED WITH TXDOT TYPE II RIGHT-OF-WAY MONUMENT UPON COMPLETION OF CONSTRUCTION UNDER THE SUPERVISION OF A REGISTERED PROFESSIONAL LAND SURVEYOR, EITHER EMPLOYED OR RETAINED BY TXDOT.

ALL REFERENCED PROPERTY, DISTANCES AND AREAS WERE TAKEN FROM DEED RECORDS ACQUIRED FROM THE DEED RECORDS OF GRAYSON COUNTY, TEXAS.

REMAINDER ACREAGE IS BY DEED CALL SUBTRACTION UNLESS OTHERWISE NOTED.

PARCEL NO. 14
COMMUNITY STORAGE USA, LTD.

FM 1417
GRAYSON COUNTY, TEXAS
RCSJ: 2455-01-042
CCSJ: 2455-01-036

R.O.W. ACQUISITION = 0.0888 AC.
REMAINDER RT. = 15.7562 AC.

Sherman
CLASSIC TOWN. BROAD HORIZON.

Memorandum of Agreement

The City of Sherman ("CITY") and Ledmonz, LLC, a Texas limited liability company; and Tanzanite Commercial LLC, a Texas limited liability Company (collectively the "OWNER") have reached a mutual agreement pertaining to a **Right of Way Dedication** over and across OWNER's property as described in the attached documents (the "PROPERTY"), in association with CITY's and the State of Texas'("STATE") **FM 1417 from Hwy 56 to OB Groner project**.

The general terms of the Agreement are as follows:

- The OWNER shall convey a **Right of Way Dedication** Deed across the Property to the State of Texas, acting by and through the Texas Transportation Commission consisting of **0.0888** acres **(3,866.2731 sq. ft)** of land more specifically described in Exhibit "A" of said dedication document ("DEDICATION"). The DEDICATION will be acquired by CITY for a total purchase price of **Thirty-Nine Thousand Six Hundred Twenty-Seven and 00/100 Dollars ($39,627.00).**

- Grantor is retaining title to the following improvements (**"Retained Improvements"**) located on the Property, to wit:

IMPROVEMENT	RETENTION VALUE
N/A	N/A

- The OWNER agrees to execute CITY's DEDICATION attached hereto.
- The CITY shall close and fund the purchase of the dedication rights within a reasonable time period upon (i) the complete execution of the Agreement and (ii) the effectuation of any subordinations or releases as required.
- The OWNER shall assist with any support CITY may require in the engagement of lien holders to secure whatever subordinations or releases that CITY deems necessary to complete the purchase of the dedication in respect to the PROPERTY.
- The CITY will allow OWNER'S sheet flow drainage into the existing creek at the back, East boundary so long as the culvert infrastructure can handle.
- The CITY will allow OWNER'S a driveway off of FM 1417 so long as it is placed near the center of the parcel's west boundary.
- The CITY will provide an updated survey to OWNER.

AGREED AND ACCEPTED:
LEDMONZ, LLC,
a Texas limited liability company

SHAWN TEAMANN, Managing Member

TANZANITE COMMERCIAL, LLC,
a Texas limited liability company

BRANDON SMITH, Owner

COUNTY: Grayson
HIGHWAY: FM 1417
RCSJ: 2455-01-042
CCSJ: 2455-01-036
LIMITS: From 0.3 miles South of O.B. Groner Rd. to SH 56

November 22, 2019

Description for Parcel 14

BEING 0.0888 acres (3866.2731 sq. ft.) of land situated in the Elizabeth Jones Survey, A-625, and being a part of that certain called Lot 1 of the Final Plat of Community USA to the City of Sherman, Texas, recorded in Vol. 18 Pg. 52 of the Plat Records of Grayson County, Texas, and conveyed in a Warranty Deed from Ben Dye to Community Storage USA, Ltd., dated January 10, 2006 and recorded in Vol. 3998 Pg. 58 of the Official Public Records of Grayson County, Texas, said 0.0888 acres of land to be more particularly described by metes and bounds as follows:

COMMENCING at a ½" iron rod found in the South line of the aforementioned Lot 1 for the Northeast corner of that certain called Lot 3-A of the Replat of Lot 3 of Community USA Addition to the City of Sherman, Texas, recorded in Vol. 24 Pg. 112 of the Plat Records of Grayson County, Texas, and conveyed in a Warranty Deed with Vendor's Lien from Sherman Storage 1, LLC. and RCH-Sherman TIC, LLC. to Steven Palmer, dated April 6, 2017 and recorded in Vol. 5979 Pg. 708 of the Official Public Records of Grayson County, Texas, and the most Northern Northwest corner of that certain called Lot 3-B of the aforementioned Replat of Lot 3 of Community USA Addition conveyed in a Special Warranty Deed with Vendor's Lien from Community Storage USA, Ltd. to Sherman Storage 1, LLC. and RCH-Sherman TIC, LLC. dated November 30, 2016 and recorded in Vol. 5913 Pg. 688 of the Official Public Records of Grayson County, Texas;

THENCE South 88°35'25" West along the South line of said Lot 1 and the North line of the aforementioned Lot 3-A a distance of 218.48 feet to a 5/8" iron rod with 2" aluminum cap stamped "TX DEPT of Transportation - Property Corner" set in the proposed East right-of-way line of FM 1417 for the Southeast corner of the herein described tract, said point being the **POINT OF BEGINNING,** and being located 70.17 feet right of and at a right angle from the Existing Survey Baseline of FM 1417, hereinafter referred to as the "Survey Baseline", at Survey Baseline Station 170+13.43, and being located at the coordinates of 7273650.9088 feet North and 2533644.0307 feet East;

1. **THENCE** South 88°35'25" West along the South line of said Lot 1 and the North line of said Lot 3-A a distance of 10.17 feet to a point in the existing East right-of-way line of FM 1417 for the Southwest corner of the herein described tract, the Southwest corner of said Lot 1 and the Northwest corner of said Lot 3-A from which a ½" iron rod found bears South 88°35'25" West a distance of 0.79 feet, said point being 60.00 feet right of Survey Baseline station 170+13.43;

Description for Parcel 14

2. **THENCE** North 01°24'15" West along the existing East right-of-way line of FM 1417 and the West line of said Lot 1 a distance of 377.85 feet to a 5/8" iron rod with a 3¼" aluminum TxDOT right-of-way disk** set in the South line of Park Ave. for the Northwest corner of the herein described tract and the Northwest corner of said Lot 1, said point being the point of curvature for a curve to the right and being 60.00 feet right of Survey Baseline station 173+91.29;

3. **THENCE** in a Easterly direction along the South line of Park Ave. and the North line of said Lot 1 an arc distance of 10.59 feet with the aforementioned curve to the right, whose radius is 800.00 feet, whose central angle is 00°45'31" and whose long chord bears North 73°18'51" East a distance of 10.59 feet, to a 5/8" iron rod with a 3¼" aluminum TxDOT right-of-way disk** set in the proposed East right-of-way line of FM 1417 for the Northeast corner of the herein described tract from which a ½" iron rod found bears North 74°25'34" East a distance of 0.37 feet, said point being 70.22 feet right of Survey Baseline station 173+94.08;

4. **THENCE** South 01°23'51" East along the proposed East right-of-way line of FM 1417 a distance of 380.64 feet to the **PLACE OF BEGINNING, and containing 0.0888 acres (3866.2731 sq. ft.) of land, more or less.**

COUNTY: Grayson
HIGHWAY: FM 1417
RCSJ: 2455-01-042
CCSJ: 2455-01-036
LIMITS: From 0.3 miles South of O.B. Groner Rd. to SH 56

November 22, 2019

Description for Parcel 14

Notes:

All coordinates and distances shown are surface measurements based on the Texas State Plane Coordinate System of 1983 (NAD 83 (2011)), North Central Zone, 4202, and can be converted to grid coordinates by dividing by a Surface Adjustment Factor of 1.000120.

**Monument described and set, may be replaced with TxDOT Type II right-of-way monument upon completion of construction under the supervision of a registered professional land surveyor, either employed or retained by TxDOT.

All referenced property descriptions, distances and areas were taken from deed records acquired from the Deed Records of Grayson County, Texas.

This property description is accompanied by a separate plat.

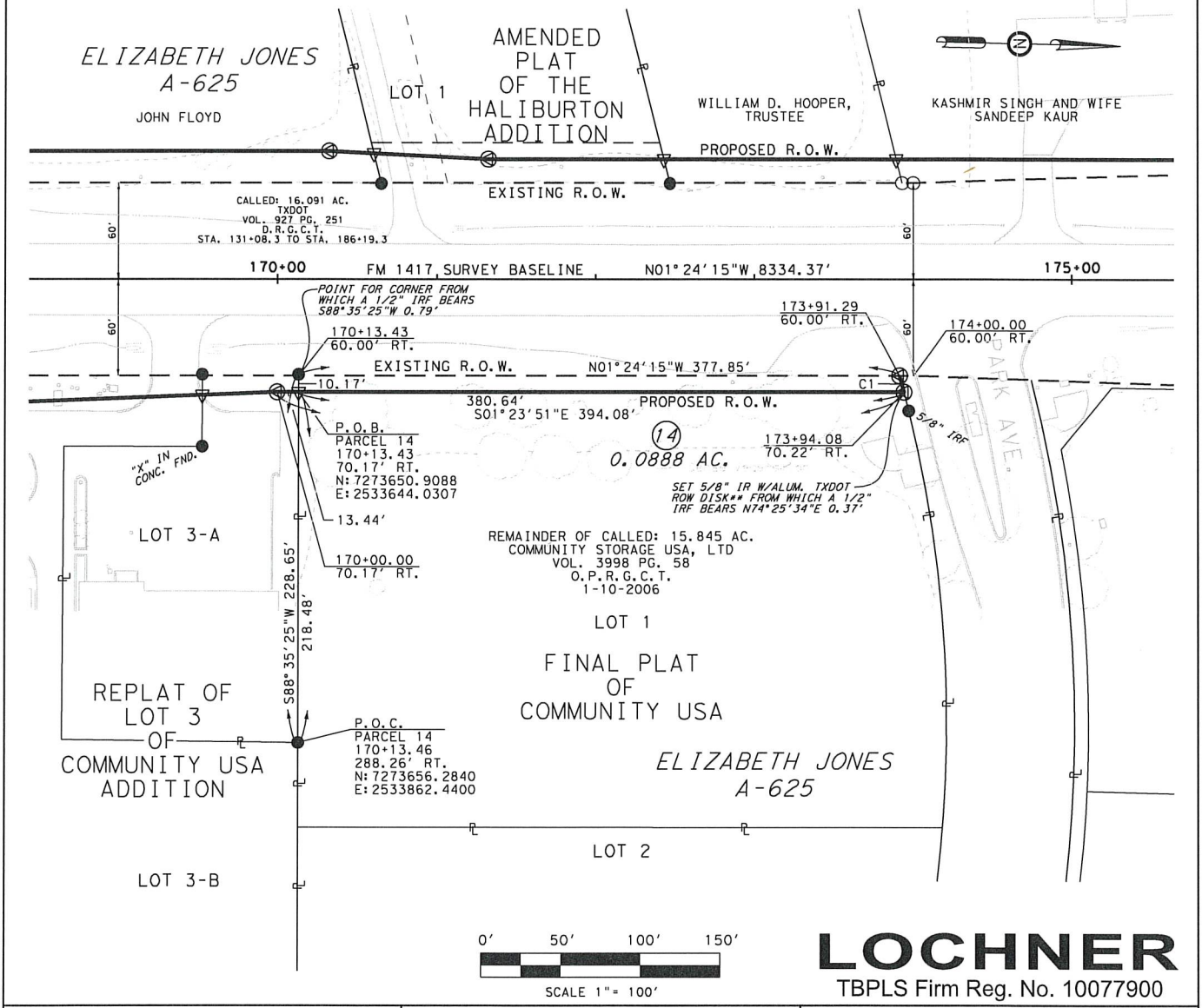
I, Tim H. Burks, Registered Professional Land Surveyor, do hereby certify that this boundary description and plat represent the results of a survey made on the ground by me, or under my supervision, in the months of April, 2018 and October, 2019.

11-22-19

Tim H. Burks, R.P.L.S. Date
Texas Registration No. 5978
TBPLS Firm Reg. No. 10077900

H.W. Lochner, Inc.
5767 Eagles Nest Blvd.
Tyler, Texas 75703
903-581-7844

CURVE NO.	DELTA	RADIUS	LENGTH	TANGENT	CHORD BEARING	CHORD LENGTH
C1	00°45'31" RT.	800.00'	10.59'	5.30'	N73°18'51"E	10.59'



LOCHNER

TBPLS Firm Reg. No. 10077900

LEGEND

⊗	PARCEL NUMBER
⊘	SET 5/8" IRON ROD WITH 3 1/4" ALUMINUM TXDOT ROW DISK**
▽	SET 5/8" IRON ROD WITH 2" ALUMINUM CAP STAMPED "TX DEPT OF TRANSPORTATION PROPERTY CORNER"
○	SET 1/2" IRON ROD WITH MAROON CAP STAMPED "LOCHNER"
■	FOUND TXDOT RIGHT-OF-WAY MONUMENT
●	FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
R.O.W.	RIGHT-OF-WAY
℄	PROPERTY LINE
℄	SURVEY/ABSTRACT LINE
⌐	FEE HOOK
D.R.G.C.T.	DEED RECORDS GRAYSON COUNTY, TEXAS
R.P.R.G.C.T.	REAL PROPERTY RECORDS GRAYSON COUNTY, TEXAS
O.P.R.G.C.T.	OFFICIAL PUBLIC RECORDS GRAYSON COUNTY, TEXAS
W.R.G.C.T.	WILL RECORDS GRAYSON COUNTY, TEXAS
P.O.C.	POINT OF COMMENCING
P.O.B.	POINT OF BEGINNING
— · — · —	SURVEY LINE
— — — —	EXISTING RIGHT OF WAY
———	PROPOSED RIGHT OF WAY

I, TIM H. BURKS, REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THIS BOUNDARY DESCRIPTION AND PLAT REPRESENT THE RESULTS OF A SURVEY MADE ON THE GROUND BY ME, OR UNDER MY SUPERVISION, IN THE MONTHS OF APRIL, 2018 AND OCTOBER, 2019.

11-22-19

TIM H. BURKS
REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF TEXAS NO. 5978

STATE OF TEXAS
REGISTERED
TIM H. BURKS
5978
PROFESSIONAL
LAND SURVEYOR

PAGE 4 OF 4

NOTES:

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PARCEL NO. 14
COMMUNITY STORAGE USA, LTD.

FM 1417
GRAYSON COUNTY, TEXAS
RCSJ: 2455-01-042
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R.O.W. ACQUISITION = 0.0888 AC.
REMAINDER RT. = 15.7562 AC.

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. G.2.

Meeting Date: 1/21/2025

Prepared By: Amber Doan, Engineering Coordinator

Approved By: Robby Hefton, City Manager

Caption:

**** RESOLUTION NO. 7466***

Authorizing the Execution of an Encroachment Agreement with 5922 Texoma Parkway, LLC for the Encroachment of a Marquee Sign within 15-foot Utility Easement to be dedicated in the Final Plat of 5922 Texoma Parkway Addition, to be Filed in the Plat Records, Grayson County, Texas.

Issue:

To consider executing an encroachment agreement relating to a 15-foot Utility Easement to be dedicated in the final plat of 5922 Texoma Parkway Addition, to be filed in the Plat Records, Grayson County, Texas

Background:

The Preliminary Plat of 5922 Texoma Parkway Addition was Conditionally Approved by City staff on December 12, 2024. Upon review of the preliminary plat, it was discovered that the existing marquee sign would lie within the 15-foot Utility Easement that is required to be dedicated via final plat. The encroachment agreement is a requirement to continue the platting process of the subject property.

Origination:

5922 Texoma Parkway, LLC, property owner

Financial Consideration:

None

Staff Recommendation:

City staff has no objections to the proposed encroachment, and upon receiving approval from franchise utilities, it is recommended that the Encroachment Agreement be executed.

Alternatives:

As may be directed by City Council.

Attachments:

1. Resolution No. 7466
2. .Partially Signed Encroachment Agmt REVISED_12312024
3. 24-03922 Encroachment Agreement Request 12-09-2024
4. Location Map

RESOLUTION NO. 7466

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN ENCROACHMENT AGREEMENT TO 5922 TEXOMA PARKWAY, LLC FOR THE ENCROACHMENT OF A MARQUEE SIGN WITHIN 15-FOOT UTILITY EASEMENT TO BE DEDICATED IN THE FINAL PLAT OF 5922 TEXOMA PARKWAY ADDITION, TO BE FILED IN THE PLAT RECORDS, GRAYSON COUNTY, TEXAS, IN THE CITY OF SHERMAN; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS:

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute an encroachment agreement for the encroachment for a monument sign within the 15-foot utility easement to be dedicated in the Final Plat of 5922 Texoma Parkway Addition, to be filed in the Plat Records, Grayson County, Texas, in the City of Sherman, as shown on the Exhibits "A" and "B" attached hereto and incorporated herein for all purposes.

SECTION 2. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the 21st day of January 2025.

CITY OF SHERMAN, TEXAS

BY: _____
SHAWN TEAMANN, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:
THE LAW FIRM OF ABERNATHY, ROEDER, BOYD & HULLETT, P.C.

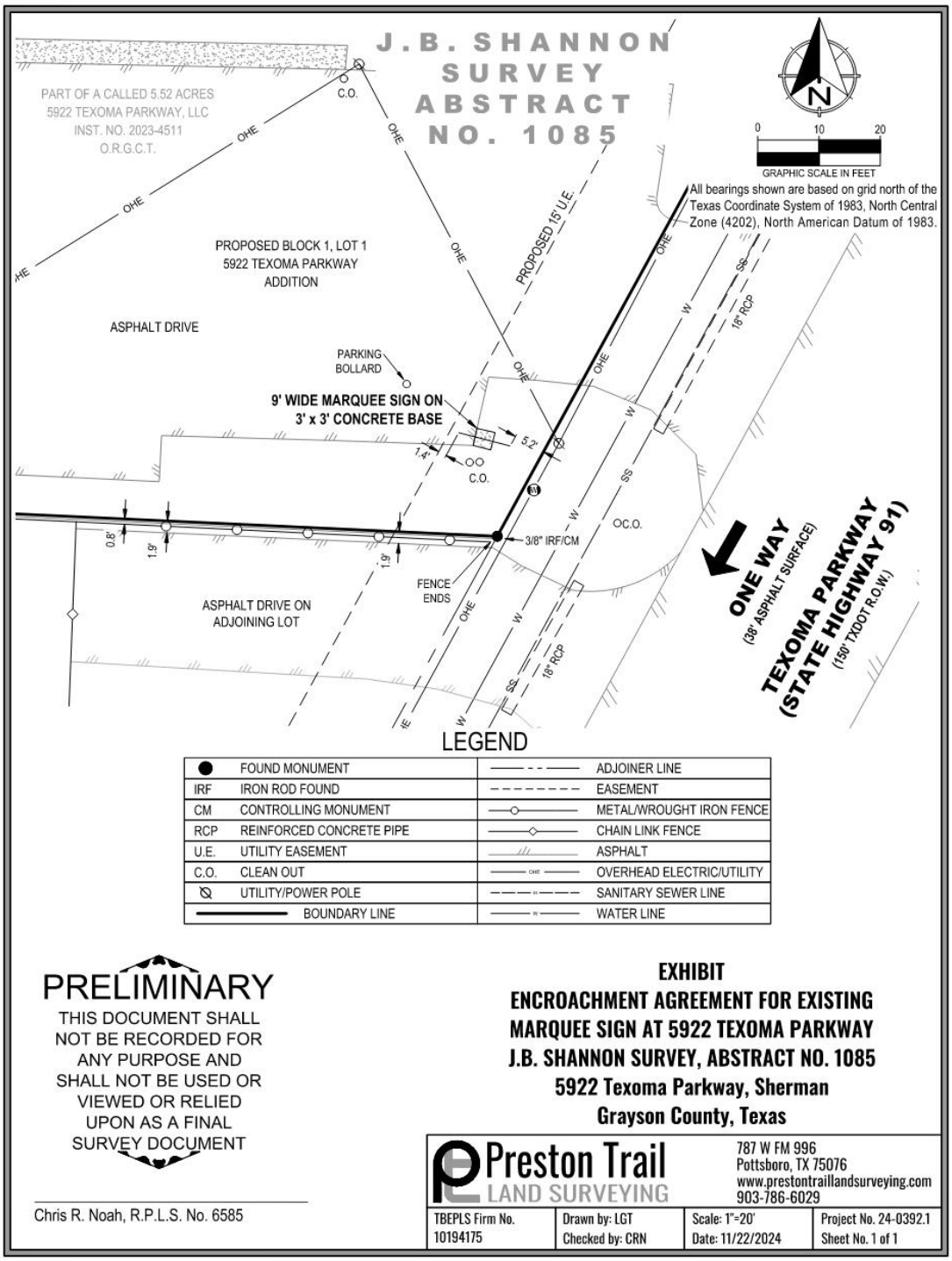
BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

EXHIBIT A
The Property – Preliminary Plat of 5922 Texoma Parkway Addition

D.C. SHELP SURVEY
ABSTRACT NO. 1097
J.B. SHANNON SURVEY
ABSTRACT NO. 1085
N 00°05'50" E 117.23'
N 00°56'41" E
49.91'
S 89°09'35" E 124.43'
N 87°32'44" W 126.82'
S 89°26'16" E 392.54'
N 87°20'29" W 293.71'
S 26°41'20" W 199.43'
BLOCK 1, LOT 1
0.08 ACRE
3,538 SQ.FT.
POINT OF BEGINNING
TEXOMA PARKWAY
(STATE HIGHWAY 91)
(100' R.O.W.)
ONE WAY
(OR ANNUAL TRAFFIC)
VICINITY MAP (NOT TO SCALE)
SITE
TEXOMA PARKWAY (100' R.O.W.)
TERRELL RD
TIERRA DR
BLUE SAGE RD
LEGEND
GENERAL NOTES
OWNERS
SURVEYOR
OWNER'S CERTIFICATE
WHEREAS 5921 Texoma Parkway, LLC is the owner of all of that certain tract or parcel of
land situated in the D.C. Shelp Survey, Abstract No. 1097 and the J.B. Shannon Survey,
Abstract No. 1085, City of Sherman, Grayson County, Texas, and being part of a called
2.0 acre tract of land described in deed to 5921 Texoma Parkway, LLC, recorded in
Instrument No. 2025-581, Official Records, Grayson County, Texas, and being more
particularly described as follows:
BEGINNING at a 1/2" iron rod with yellow plastic cap stamped "PRESTON TRAIL" found for
corner at the southeast corner of said 2.0 acre tract and the southwest corner of Lot 1,
Block 1 of Sherman Bible Tabernacle Addition, an addition to the City of Sherman, Grayson County,
Texas, according to the recorded plat thereof recorded in Cabinet E, Slide 172, Plat Records,
Grayson County, Texas, said corner being on the northerly right-of-way line of Texoma Parkway (State
Highway 91) and from which a found 1/2" iron rod bears North 26° 41' 20" East, a distance
of 0.7 feet;
THENCE South 87°20'29" West, with the southerly line of said 2.0 acre tract and with the
northerly line of said Right-of-Way, a distance of 293.71 feet to a 1/2" iron rod with yellow
plastic cap stamped "PRESTON TRAIL" found for corner at the southwest corner of said 2.0
acre tract, same being the northwest corner of said Lot 1, Block 1, and being on the easterly line
of Lot 1, Block 1, Kohler Addition, according to the plat thereof recorded in Instrument No.
2021-1, Official Records, Grayson County, Texas;
THENCE North 00°05'50" East, with the common line of said 2.0 acre tract and said Lot 1,
Block 1, Kohler Addition, passing at a distance of 117.23 feet to a 1/2" iron rod with yellow
plastic cap stamped "PRESTON TRAIL" found for corner at the northeast corner of said Lot 1,
Block 1, Kohler Addition, same being the southeast corner of said Sherman Bible Tabernacle
Addition, continuing in all a total distance of 167.14 feet to a 1/2" iron rod with yellow plastic
cap stamped "PRESTON TRAIL" found for corner at the northeast corner of said Sherman
Bible Tabernacle Addition, same being the southeast corner of Lot 1, Block 1, Sherman Bible
Tabernacle Addition, an addition to the City of Sherman, Grayson County, Texas, according to
the plat thereof recorded in Cabinet E, Slide 172, Plat Records, Grayson County, Texas;
THENCE North 00°56'41" East, with the common line of said 2.0 acre tract and said Lot 1,
Block 1, Sherman Bible Tabernacle Addition, a distance of 49.91 feet to a 1/2" iron rod with
yellow plastic cap stamped "PRESTON TRAIL" found for corner at the northeast corner of said
Lot 1, Block 1, Sherman Bible Tabernacle Addition, same being the southeast corner of Lot 1,
Block 1, Kohler Addition, according to the plat thereof recorded in Instrument No. 2021-1,
Official Records, Grayson County, Texas;
THENCE North 89°09'35" East, with the common line of said 2.0 acre tract and said Lot 1,
Block 1, Kohler Addition, a distance of 124.43 feet to a 1/2" iron rod with yellow plastic cap
stamped "PRESTON TRAIL" found for corner at the northeast corner of said 2.0 acre tract,
same being the northwest corner of Lot 1, Block 1, Kohler Addition, according to the plat
thereof recorded in Instrument No. 2021-1, Official Records, Grayson County, Texas;
THENCE South 00°05'50" West, with the common line of said 2.0 acre tract and said Lot 1,
Block 1, Kohler Addition, a distance of 117.23 feet to a 1/2" iron rod with yellow plastic cap
stamped "PRESTON TRAIL" found for corner at the southeast corner of said 2.0 acre tract,
same being the southwest corner of said Lot 1, Block 1, Kohler Addition, same being on the
northerly line of said Right-of-Way;
THENCE South 87°32'44" West, with the southerly line of said 2.0 acre tract and with the
northerly line of said Right-of-Way, a distance of 126.82 feet to a 1/2" iron rod with yellow
plastic cap stamped "PRESTON TRAIL" found for corner at the southwest corner of said 2.0
acre tract, same being the southeast corner of Lot 1, Block 1, Sherman Bible Tabernacle
Addition, continuing in all a total distance of 420.57 feet to a 1/2" iron rod with yellow plastic
cap stamped "PRESTON TRAIL" found for corner at the southwest corner of said Sherman
Bible Tabernacle Addition, same being the southeast corner of Lot 1, Block 1, Sherman Bible
Tabernacle Addition, an addition to the City of Sherman, Grayson County, Texas, according to
the plat thereof recorded in Cabinet E, Slide 172, Plat Records, Grayson County, Texas;
THENCE South 89°26'16" East, with the common line of said 2.0 acre tract and said Lot 1,
Block 1, Sherman Bible Tabernacle Addition, a distance of 392.54 feet to a 1/2" iron rod with
yellow plastic cap stamped "PRESTON TRAIL" found for corner at the northeast corner of said
2.0 acre tract, same being the northwest corner of said Lot 1, Block 1, Sherman Bible
Tabernacle Addition, same being on the westerly line of said Right-of-Way;
THENCE South 26°41'20" West, with the common line of said 2.0 acre tract and with the
westerly line of said Right-of-Way, a distance of 199.43 feet to a 1/2" iron rod with yellow
plastic cap stamped "PRESTON TRAIL" found for corner at the southeast corner of said 2.0
acre tract, same being the northeast corner of Lot 1, Block 1, Sherman Bible Tabernacle
Addition, continuing in all a total distance of 1,272.4 feet to the POINT OF BEGINNING and containing 1.272 acres or 55,424 square feet of net interior
land.
OWNER'S DEDICATION
KNOW ALL MEN BY THESE PRESENTS
That, 5921 TEXOMA PARKWAY, LLC ("OWNER") does hereby adopt this plat designating the herein described property as TEXOMA PARKWAY ADDITION, an addition to the City of Sherman, Grayson County, Texas and does hereby dedicate to the public use forever the streets shown thereon. The OWNER does hereby covenant and agree that all streets, alleys, parks, water, sewer, storm sewer and other improvements shall be constructed in accordance with plans and specifications submitted to and approved by the City of Sherman. The OWNER does hereby covenant and agree that the City of Sherman shall not be responsible for the maintenance or operation of any improvements in or on said streets, alleys, parks, water, sewer, storm sewer and other improvements or any part thereof, except as may be agreed to in writing by the City of Sherman. The OWNER does hereby covenant and agree that all lots in this addition shall be used in conformance with the City of Sherman zoning ordinances or other ordinances, rules and regulations, as they now or hereafter exist.
By: 5921 Texoma Parkway, LLC
Rick Huddleston, Manager
STATE OF TEXAS §
COUNTY OF GRAYSON §
BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Rick Huddleston, Manager of 5921 Texoma Parkway, LLC, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein.
WITNESS MY HAND AND SEAL OF OFFICE THIS THE ____ DAY OF _____, 20____.
Notary Public in and for the State of Texas
My Commission Expires:
SURVEYOR'S CERTIFICATE
I, Steven Hall, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that this plat is true and correct and was prepared from an actual survey of the property made under my supervision on the ground, and that all boundary corners, angle points, and points of curve shall be properly marked with iron rods having an initial diameter of not less than 1/2 inch and a length of not less than 24 inches, and that the plat boundary corners were tied to a USGS monument.
Steven Hall
Texas Registered Professional Land Surveyor No. 6805
Date
PRELIMINARY
THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT
City Engineer
Date
City of Sherman
Attest:
City Clerk
PRELIMINARY PLAT
5921 TEXOMA PARKWAY ADDITION
LOT 1, BLOCK 1
J.B. SHANNON SURVEY, ABSTRACT NO. 1085
D.C. SHELP SURVEY, ABSTRACT NO. 1097
City of Sherman
Grayson County, Texas
Preston Trail
LAND SURVEYING
Texas Firm No. 10193915
Texas Firm No. 10193915
Texas Firm No. 10193915

Encroaching Facility

An existing marquee sign on the northeast corner of the Property which abuts Texoma Parkway (State Highway 91) as shown below:



NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS' LICENSE NUMBER.

After Recording Return to:
City of Sherman
Office of the City Attorney
P. O. Box 1106
Sherman, TX 75091-1106

ENCROACHMENT AND LICENSE AGREEMENT

THIS ENCROACHMENT AND LICENSE AGREEMENT ("Agreement") is made and entered into by and between the CITY OF SHERMAN, TEXAS, a home-rule municipality ("City"), and 5922 Texoma Parkway, LLC ("Licensee"). City and Licensee are sometimes referred to collectively as the "parties" or individually as a "party."

WHEREAS, City and any Franchise Utility Company (each a "Franchisee") have existing rights in certain real property by virtue of that certain Plat of the 5922 Texoma Parkway Addition ("Plat"), approved by the Sherman City Staff on December 12, 2024, to be filed in the Plat Records, Grayson County, Texas, as described on Exhibit A attached hereto. The Plat, which more particularly describes and depicts a 15' Utility Easement ("Property"), is incorporated herein by reference for all purposes; and

WHEREAS, Licensee desires to operate, repair and maintain an existing marquee sign ("Encroaching Facility"), as more particularly described and depicted in Exhibit B, attached hereto and incorporated herein by reference for all purposes, within the boundaries of the Property; and

WHEREAS, in exchange for the consideration set forth below, City has agreed to grant a license to permit the encroachment of the Encroaching Facility on the Property subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Licensee do hereby agree as follows:

1. Incorporation of Recitals. The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct and are incorporated into the body of this Agreement.

2. Location of Encroaching Facility. City hereby grants a nonexclusive license to Licensee, authorizing Licensee to, at its own cost and expense, maintain and repair the Encroaching Facility within that portion of the Property as generally depicted and described in Exhibit A, subject to the terms and conditions of this Agreement.

Any modification, alteration, expansion or addition to the Encroaching Facility, or any portion thereof, is prohibited without the prior written consent of City. In particular, Licensee shall not modify the Encroaching Facility in any manner that results in the Encroaching Facility: (a) occupying more space within the Property than as approved by this Agreement; (b) extending further into the Property than as approved by this Agreement; or (c) changing the Encroaching Facility's location within the Property to be outside the area approved by this Agreement. Licensee shall ensure that Licensee and any third party and/or contractor of Licensee engaged in maintaining and/or repairing the Encroaching Facility abide by the terms and conditions set forth herein and any permit governing the Encroaching Facility. Licensee shall, at its own cost and expense, provide a copy of this Agreement to any third party and/or contractor of Licensee engaged in maintaining and/or repairing the Encroaching Facility. Notwithstanding anything to the contrary herein, nothing in this Agreement shall be deemed to waive any applicable requirement of the City's ordinances or regulations applicable to the Encroaching Facility, and Licensee shall be responsible for obtaining a permit, if required under the City's ordinance, prior to any construction on the Encroaching Facility.

3. Restrictions on Use of Property. In using the Property for the purposes described herein, Licensee shall, at its own cost and expense, comply with all applicable laws, rules, regulations and requirements, as they exist, may be amended or in the future arising, including but not limited to, City's ordinances, and shall promptly execute and fulfill all orders and requirements imposed by City or other governmental authorities for the correction, prevention and abatement of nuisances or Code violations in, on or connected with the Encroaching Facility. At the conclusion of any work in connection with the Encroaching Facility, Licensee shall ensure that any third party and/or contractor of Licensee engaged in such work shall remove all debris and other materials from the Property and restore the same to substantially the same condition it was in prior to the commencement of the work thereon or in proximity thereto, with the exception of the encroachment permitted herein. Licensee shall ensure that any third party and/or contractor of Licensee engaged in maintaining and/or repairing the Encroaching Facility does not, and shall not itself, place trash dumpsters, toxic or hazardous substances or flammable material in or on the Property. Additionally, Licensee shall not place in or on the Property any other improvements unless approved in advance in writing by City. Any modification, alteration, expansion or other addition to the Encroaching Facility, or any portion thereof, is prohibited without the prior written consent of City.

4. Maintenance of Encroaching Facility. Licensee shall, at Licensee's sole cost and expense, maintain the Encroaching Facility in good condition and repair. City will not, under any circumstance, be responsible for any costs, whatsoever, of construction, reconstruction, operation, maintenance, repair or removal of the Encroaching Facility. If City notifies Licensee of any deficiencies in any such maintenance, repair or removal of the Encroaching Facility, Licensee shall make the necessary repairs within the later of (a) thirty (30) days after the date of such notice

or the (b) another date as determined by City and Licensee in writing. If City notifies Licensee of any deficiencies in any such maintenance, repair or removal of the Encroaching Facility, and Licensee shall thereafter fail to complete such maintenance, repair or removal within the required time period, then City may require Licensee to promptly remove the Encroaching Facility or contract, at Licensee's sole cost and expense, for the maintenance, repair or removal of the Encroaching Facility.

5. Removal of Encroaching Facility. City and any Franchisee are entitled to remove all or a portion of the Encroaching Facility as reasonably necessary to construct, reconstruct, maintain or repair public improvements within the affected Property. City or Franchisee will notify Licensee of any intent to remove all, or a portion, of the Encroaching Facility, and upon receiving such notice, Licensee shall ensure that the requested removal is made within the earlier of (a) thirty (30) days after the date of such notice or (b) another date as determined by City and Licensee in writing. If City or Franchisee notifies Licensee of its intent to remove all, or a portion, of the Encroaching Facility, and Licensee shall thereafter fail to complete the removal within the required time period, then City or Franchisee may require Licensee to promptly remove the Encroaching Facility. Notwithstanding anything to the contrary herein, if the removal is necessitated by an emergency, no notice is required. If so removed, City or Franchisee has no obligation to replace the affected portions of the Encroaching Facility upon completion of such work.

6. Risk and Liability. Licensee assumes all risks and liability resulting or arising from or relating to Licensee's use of the Property, the Encroaching Facility, the existing condition or location of the Property or the existing state of maintenance, repair or operation of the Property. Licensee agrees and acknowledges that City or Franchisee shall not be liable, whatsoever, for any damage to the Encroaching Facility as a result of City's or Franchisee's use or enjoyment of the rights provided it in the Property. Any City and/or Franchisee property or infrastructure damaged or destroyed by Licensee or its agents, employees, representatives, invitees, contractors, subcontractors and/or any other third parties for whom Licensee is legally responsible, shall be repaired or replaced by City or Franchisee at Licensee's sole cost and expense and payment is due immediately upon Licensee's receipt of an invoice from City or Franchisee.

7. **INDEMNIFICATION. LICENSEE AGREES TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS CITY, ITS COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES AND ANY OTHER THIRD PARTIES FOR WHOM CITY IS LEGALLY RESPONSIBLE, AS WELL AS EACH FRANCHISEE, ITS AGENTS, REPRESENTATIVES, EMPLOYEES, AND ANY OTHER THIRD PARTIES FROM WHOM FRANCHISE IS LEGALLY RESPONSIBLE FROM AND AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS, AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH),**

PROPERTY DAMAGE (INCLUDING LOSS OF USE), LOSSES, DEMANDS, EXPENSES AND COSTS, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES (INCLUDING ATTORNEYS' FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY), OR OTHER HARM ARISING OUT OF, OR OCCASIONED BY, ANY NEGLIGENCE, GROSS NEGLIGENCE AND/OR WILLFUL MISCONDUCT, WHETHER BY ACT OR OMISSION, OF ANY LICENSEE OR ITS AGENTS, REPRESENTATIVES, EMPLOYEES, SEPARATE CONTRACTORS AND/OR SUBCONTRACTORS AND/OR THIRD PARTIES FOR WHOM EACH SUCH LICENSEE IS LEGALLY RESPONSIBLE, REGARDLESS OF ANY JOINT OR CONCURRENT NEGLIGENCE OF CITY OR FRANCHISEE.

IN ITS SOLE DISCRETION, CITY AND FRANCHISEE SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY LICENSEE IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY CITY OR FRANCHISEE, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CITY OR FRANCHISEE IN WRITING. CITY AND FRANCHISEE RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY AND FRANCHISEE IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY OR FRANCHISEE IS NOT TO BE CONSTRUED AS A WAIVER OF LICENSEE'S OBLIGATION TO DEFEND CITY OR FRANCHISEE OR AS A WAIVER OF LICENSEE'S OBLIGATION TO INDEMNIFY CITY OR FRANCHISEE PURSUANT TO THIS AGREEMENT. LICENSEE SHALL RETAIN CITY-APPROVED OR FRANCHISEE-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S OR FRANCHISEE'S WRITTEN NOTICE THAT CITY OR FRANCHISEE IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF ANY LICENSEE FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, CITY AND FRANCHISEE SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND LICENSEE SHALL BE LIABLE FOR ALL COSTS INCURRED BY CITY OR FRANCHISEE.

THE PROVISIONS OF THIS SECTION 7 ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON, ENTITY OR THIRD PARTY. THE RIGHTS AND OBLIGATIONS CREATED BY THIS SECTION 7 SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

8. No "Permit." **NOTHING CONTAINED IN THIS AGREEMENT SHALL CONSTITUTE A "PERMIT" AS DEFINED IN CHAPTER 245, TEX. LOC. GOV'T CODE, AND NOTHING IN THIS AGREEMENT SHALL BE CONSIDERED TO PROVIDE THE CITY WITH FAIR NOTICE OF A PROJECT. LICENSEE WAIVES ANY STATUTORY CLAIM UNDER CHAPTER 245 OF THE TEX. LOC. GOV'T CODE BASED ON THIS AGREEMENT. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

9. Default/Remedies. If Licensee, its employees, agents, representatives, contractors, subcontractors and/or any other third parties for whom Licensee is legally responsible, defaults under any of the terms and conditions of this Agreement and such default continues for a period of forty-five (45) days after City or Franchisee notifies Licensee of such default in writing, City or Franchisee may, at its sole election and in addition to any other remedies it may exercise, terminate this Agreement, and upon such termination, all of Licensee's rights hereunder shall cease and terminate. This Agreement shall also terminate upon Licensee's abandonment of the Encroaching Facility.

10. Duration. This Agreement shall run with the land and inure to the benefit of and be binding upon the Parties, their heirs, distributees, legal representatives, successors and assigns.

11. Miscellaneous Provisions.

a. Notices. Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States Mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested; by electronic mail, with documentation evidencing the addressee's receipt thereof; or by delivering the same in person to such party via hand-delivery service, or any courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notification, the addresses of the Parties shall be as follows:

If to City, addressed to it at:
City of Sherman
Attention: Wayne E. Lee, P.E., CFM, Director of Engineering
220 W. Mulberry St.
Sherman, TX 75091
Telephone: (903) 892-7327
Email: waynel@cityofsherman.com

with a copy to:

Abernathy, Roeder, Boyd & Hullett, P.C.
Attention: Ryan D. Pittman
1700 Redbud Blvd., Suite 300
McKinney, Texas 75069
Telephone: (214) 544-4000
Email: rpittman@abernathy-law.com

If to Licensee, addressed to it at:

5922 Texoma Parkway, LLC
Attention: Rex Huddleston
7127 Joyce Way
Dallas, Texas 75225

b. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the parties.

c. Governing Law; Venue. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement, without regard to conflict of law principles. This Agreement is performable in Grayson County, Texas, and the exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Grayson County, Texas.

d. Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail signature will also be deemed to constitute an original if properly executed and delivered to the other party.

e. Authority to Execute. Each party represents and warrants to the other that it has the full power and authority to enter into and fulfill the obligations of this Agreement. The respective signatories to this Agreement, by affixing its signatories hereto, warrant and represent that they have the authority to bind its respective parties as duly authorized representatives thereof.

f. Savings/Severability. In the event that a term, condition or provision of this Agreement is determined to be invalid, illegal, void, unenforceable or unlawful by a court of competent jurisdiction, then that term, condition or provision shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been contained in this Agreement.

g. Representations. Each party represents that it has carefully read this Agreement, knows the contents hereof, has consulted with an attorney of its choice regarding the meaning and effect hereof and is signing the same solely of its own judgment.

h. No Third Party Beneficiaries. The parties do not intend that this Agreement be construed as creating any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third party beneficiaries by entering into this Agreement.

i. Indemnification. The parties agree that the indemnity provisions set forth in Section 7 herein are conspicuous, and the parties have read and understood the same.

j. Waiver. Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance.

k. Immunity. The parties acknowledge and agree that, in executing and performing this Agreement, City has not waived, nor shall be deemed to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.

l. Miscellaneous Drafting Provisions. This Agreement shall be deemed drafted equally by the parties. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against either party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.

[*Signature page follows.*]

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective when all the parties have signed it. The date this Agreement is signed by the last party to system it (as indicated by the date associated with that party's signature below) will be deemed the effective date of this Agreement.

CITY:

CITY OF SHERMAN, TEXAS,
a home-rule municipality

By: _____
Robby Hefton, City Manager
Date: _____

LICENSEE:

5922 Texoma Parkway, LLC,
A Texas limited liability company

By: _____
Rex Huddleston, Manager

Date: 12/30/24

THE STATE OF TEXAS §
§
COUNTY OF GRAYSON §

BEFORE ME, the undersigned authority, on this day personally appeared Robby Hefton, known to me to be the person whose name is subscribed to the foregoing instrument; he acknowledged to me that he is the city manager and duly authorized representative of the CITY OF SHERMAN, TEXAS, a Texas home-rule municipality, and that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of the CITY OF SHERMAN, TEXAS.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2025.

_____
Notary Public in and for the State of Texas
My Commission Expires: _____

STATE OF TEXAS §
§
COUNTY OF ~~GRAYSON~~ Dallas §

BEFORE ME, the undersigned authority, on this day personally appeared Rex Huddleston, Manager of 5922 Texoma Parkway, LLC, a Texas limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument, and that he executed the same for the purposes and consideration therein expressed, in his capacity as the Manager of 5922 Texoma Parkway, LLC.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 30 day of December, 2025.

JAYLEIGHA MCDOWELL
NOTARY PUBLIC
STATE OF TEXAS
NOTARY ID 134789399
MY COMM. EXP. 02-29-2028

_____
Notary Public in and for the State of Texas
My Commission Expires: 2/29/2028

EXHIBIT A

The Property – Preliminary Plat of 5922 Texoma Parkway Addition

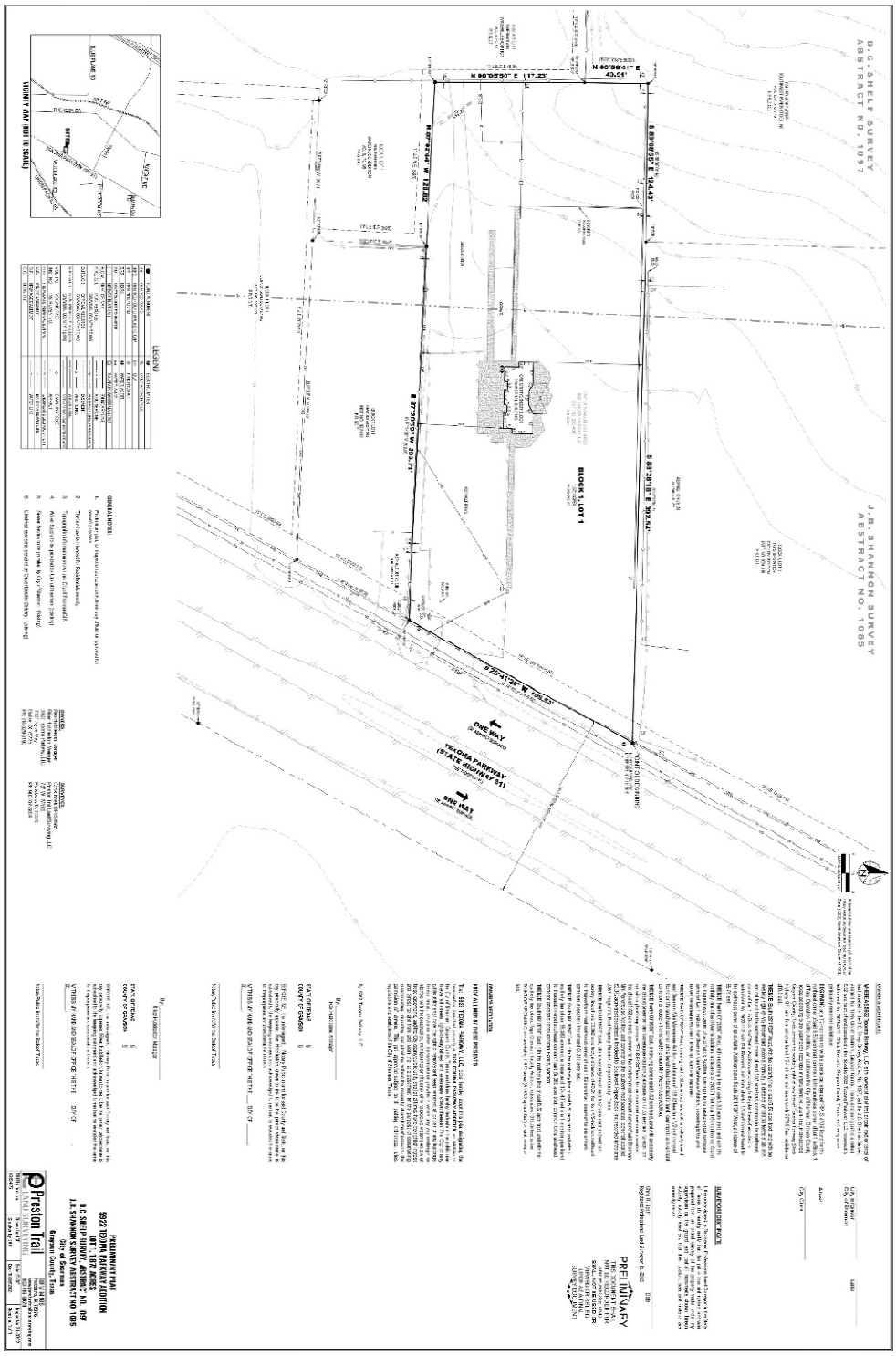
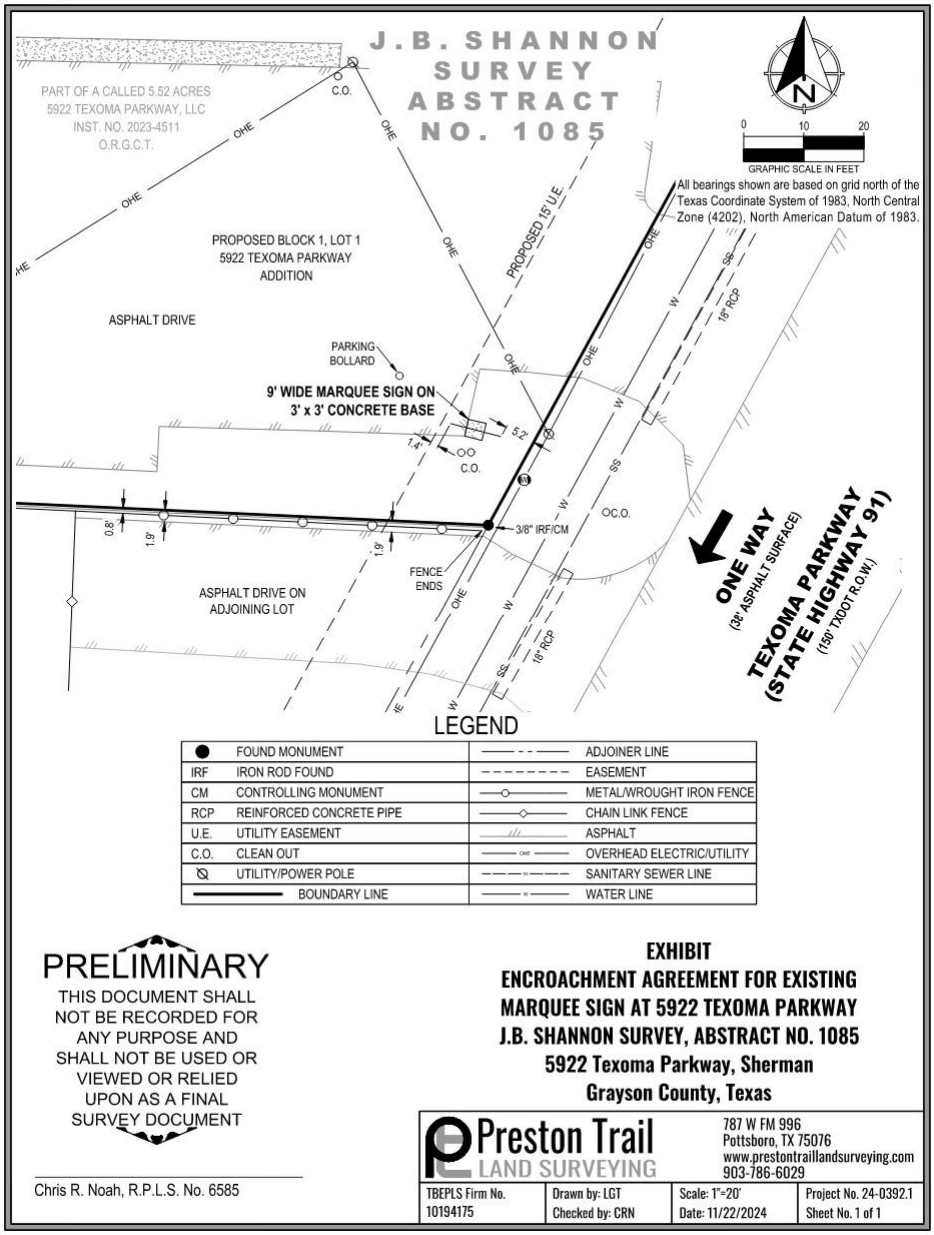


EXHIBIT B

Encroaching Facility

An existing marquee sign on the northeast corner of the Property which abuts Texoma Parkway (State Highway 91) as shown below:



Preston Trail LAND SURVEYING
787 W FM 996, Pottsboro, TX 75076
Ofc. 903-786-6029
Mbl. 903-271-5377
chris@ptls-llc.com

Monday, December 9, 2024

Amber Doan
Engineering Coordinator
City of Sherman
220 W. Mulberry Street
Sherman, TX 75090
Office: (903) 892-7209

RE: Request for Encroachment Agreement, 5922 Texoma Parkway, Sherman, PID 154230

Property Address: 5922 Texoma Parkway, Sherman, TX 75090

Property ID: 154230

Reason for Encroachment request: Existing free-standing marquee commercial sign lies within the limits of a proposed 15-foot utility easement.

Maximum (footage) amount of encroachment into easement: Existing sign is completely inside the proposed 15-foot utility easement (see Exhibit). Concrete base of sign is 3-feet x 3-feet (9 square feet). Overhead sign is 9 feet wide.

Property Owner: 5922 Texoma Parkway, LLC

_____

Rex Huddleston, manager Date
5922 Texoma Parkway, LLC
7127 Joyce Way
Dallas, TX 75255
(214) 629-3193
rex.huddleston@gmail.com

Encroachment - 5922 Texoma Parkway

0 200 400 800 Feet

NORTH

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. G.3.

Meeting Date: 1/21/2025

Prepared By: Darci Penny, Software Coordinator

Approved By: Robby Hefton, City Manager

Caption:

**** RESOLUTION NO. 7467***

Authorization for Execution of Contract through TIPS (Contract number 230601) with ClientFirst to Assist with Selection of Computerized Maintenance Management System (CMMS) for Water Utilities.

Issue:

Utilities department needs a system to track assets and help with management of maintenance schedules.

Background:

In response to the EPA inspection performed from February 2024, it was recommended that a modernized CMMS / Asset Management System is necessary for City water, wastewater, and distribution maintenance management. After an active search for a consultant to drive the evaluation and selection, ClientFirst has been chosen.

Origination:

Information Technology Department

Financial Consideration:

Projected cost is $69,580.00.

Staff Recommendation:

Staff recommends approval and acceptance.

Alternatives:

As Directed by City Council

Attachments:

1. Resolution No. 7467
2. Copy of CF Work Plan - Sherman CMMS SW Sel 2024-04-25a (CF)
3. Certificate
4. CF Proposal - Sherman CMMS Selection 2024-12-30a (CF)
5. TIPS Agreement 230601_CONTRACT_Consulting_ClientFirst
6. Master Agreement for General Services - ClientFirstFinal

RESOLUTION NO. 7467

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE EXECUTION OF A CONTRACT THROUGH TIPS (CONTRACT NUMBER 230601) WITH CLIENTFIRST TO ASSIST WITH SELECTION OF COMPUTERIZED MAINTENANCE MANAGEMENT SYSTEM (CMMS) FOR WATER UTILITIES; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS:

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a Agreement through TIPS Contract (#230601) with ClientFirst to assist with search for a Computerized Maintenance Management System in accordance with all contract documents attached hereto and made a part hereof for all purposes.

SECTION 2. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the 21st day of Janauary 2025.

CITY OF SHERMAN, TEXAS

BY: _____
SHAWN TEAMANN, MAYOR

ATTEST:

BY:_____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:
THE LAW FIRM OF ABERNATHY,
ROEDER, BOYD & HULLETT, P.C.

BY:_____
RYAN D. PITTMAN, CITY ATTORNEY

Standard Best Practices - Selection/Procurement Approach						1st Alternate Approach (City more Hands-on)					2nd Alternate Approach (City more Hands-on)				
Step	CMMS Software Selection Assistance	Total Billable Hours	David	Jamie	Total Cost	Total Billable Hours	David	Jamie	Total Cost	Notes	Total Billable Hours	David	Jamie	Total Cost	Notes
Project Coordination and Management															
1	**Project Coordination and Management** - Work with the City Project Manager to finalize the project work plan and timelines and arrange communications, logistics, and support. Schedule various meetings with personnel from each functional area to review and discuss existing and future information system needs. Provide ongoing project coordination and status updates.	36	12	24	$7,980	12		12	$2,580	We will reduce our overall coordination and City project management will be coordinating more efforts and handling more deliverables.	8		8	$1,720	We will reduce our overall coordination and City project management will be coordinating more efforts and handling more deliverables.
	Act as a liaison between the executive stakeholder team, project team, vendor(s), and City staff.														
	Develop and manage a comprehensive project plan detailing project stages, milestones, and resources.														
	Manage the Change Management Process with oversight from the City Project Manager.														
	Develop consultant communications and plan and provide monthly executive/project status reports, including decisions, issues, and action items.														
Phase 1 - Project Initiation															
2	**Project Initiation and Kick-Off** - Work with the City Project Lead and Coordinator to finalize the makeup of the Project Team and document required roles and responsibilities. This will include the following steps:	6	2	4	$1,330	5	1	4	$1,095		3	1	2	$665	We will conduct the project initiation workshop, but the City will be responsible for all follow-up until business process review workshops.
	Conduct a formal Kick-Off Meeting to officially start the project and provide an overview of the project to Project Team members, City stakeholders, and other engagement participants.														
	Project Team organization includes setting up a PMO office, per Project Management Institute best practices.														
3	**Project Team Development** - Develop module and functional-area teams based on Enterprise Application Management and Support Best Practices. These teams will also be utilized during implementation.	8	2	6	$1,760	5	1	4	$1,095		3	1	2	$665	We will provide the project team development forms, but the City will be responsible for all follow-up until business process review workshops.
	We will educate Project Team members and stakeholders on defined roles and responsibilities. This will be facilitated through the completion of forms for use in on-site workshops, including background concepts, instructions, and finalization of a roles and responsibilities matrix by functional area.														
	Streets														
	Water Treatment														
	Water Distribution														
	Wastewater Collection														
	Wastewater Treatment														
	Administration														
	Finance														
	Information Technology														
Phase 2 - Assessment and Process Reviews															
3	**Needs Assessment Questionnaires/Information Requests** - Develop an assessment questionnaire and information requests related to existing and future information system needs to be used during the discovery process with staff. The questionnaire results will be utilized to guide the business process reviews by module, including automating manual processes, streamlining others, improving integrations, and identifying unmet reporting needs.	4		4	$860	4		4	$860		2		2	$430	We will provide the forms and instructions, but the City will be responsible for all follow-up until business process review workshops.
	Module/Functional Area Team Questionnaire Completion and Information Gathering - City Application Support to facilitate questionnaire completion workshops with module/functional area teams. Approximately one hour each.		City Staff	City Staff			City Staff	City Staff				City Staff	City Staff		

4	**Information and Background and Analysis** - Obtain and analyze background information, including internal questionnaires and surveys.	10	6	4	$2,270	10	6	4	$2,270		10	6	4	$2,270	
5	**Business Process Review and Requirements Workshops** - Meet with module teams to review existing manual and automated systems and operations, including any custom-developed workaround systems or processes. Change management and best practices for vendor selection and implementation preparation will be addressed throughout all workshops. Workshops will also identify deficiencies in current process and establish expectations or improved design and efficiencies in a modern CMMS solution.														
	Enterprise Asset Management														
	Work Orders (Maintenance Management)														
	Preventive Maintenance														
	Inventory Management														
	Infrastructure Asset Tracking														
	Streets	4	2	2	$900	4	2	2	$900		4	2	2	$900	
	Water Treatment	4	2	2	$900	4	2	2	$900		4	2	2	$900	
	Water Distribution	4	2	2	$900	4	2	2	$900		4	2	2	$900	
	Wastewater Collection	4	2	2	$900	4	2	2	$900		4	2	2	$900	
	Wastewater Treatment	4	2	2	$900	4	2	2	$900		4	2	2	$900	
	Administration	4	2	2	$900	4	2	2	$900		4	2	2	$900	
	Finance	4	2	2	$900	4	2	2	$900		4	2	2	$900	
	Information Technology	4	2	2	$900	4	2	2	$900		4	2	2	$900	
	Integrations/Interfaces and Conversion Requirements	6	2	4	$1,330	4		4	$860		4		4	$860	
6	**System Requirements Documentation** - Review information gathered during the process reviews and develop system requirement specifications.	38	6	32	$8,290	38	6	32	$8,290		38	6	32	$8,290	
7	**System Requirements and Documentation Revisions** - Incorporate and revise the process review and requirements specification documents by incorporating feedback from the organization, following the organization's review of materials.	14	2	12	$3,050	14	2	12	$3,050		14	2	12	$3,050	
Phase 3 - Develop Request for Proposals (RFP)															
8	**Preliminary Vendor Communication/Research** - In the preliminary vendor communication/research, we will prepare a list of pre-screened information system vendors and their contact information based on the assessment process and new system requirements. Our objective will be to identify vendors specializing in government agencies that have applications for future needs that are already in use in the industry.	4		4	$860	2		2	$430	Will will provide a preliminary list of vendors and URL's for City outreach efforts.	2		2	$430	Will will provide a preliminary list of vendors and URL's for City outreach efforts.
9	**Develop Request for Proposals (RFP) Documents** - We will prepare draft Request for Proposal (RFP) documents with Electronic Response Forms. Assumes a single RFP and process for all software modules. City responsible for RFP finalization and distribution. Additional RFPs will require a change order. RFP will include, but will not be limited to, the following:	14	2	12	$3,050	8		8	$1,720	We will provide the first draft of all RFP component documents and City will finalize.	8		8	$1,720	We will provide the first draft of all RFP component documents and City will finalize.
	Formatted to receive proposals for SaaS/cloud and on-premise proposal options, including required infrastructure of each option (new system hardware, network, system software, and workstation requirements)		Included	Included			Included	Included				Included	Included		
	Detailed implementation service requirements		Included	Included			Included	Included				Included	Included		
	Migration or conversion from existing to new system (cost and timeline)		Included	Included			Included	Included				Included	Included		
	Review of system and technical specifications		Included	Included			Included	Included				Included	Included		
	Training cost and schedule		Included	Included			Included	Included				Included	Included		
	Implementation estimated costs and timelines		Included	Included			Included	Included				Included	Included		
10	**RFP Issuance and Facilitate Vendor Response Activities** - Assist the City in issuing the RFP, and facilitate pre-proposal vendor response activities, including:	4	2	2	$900	0			$0	City will handle all RFP communications and vendor questions.	0			$0	City will handle all RFP communications and vendor questions.
	Manage vendor questions and answers during established proposal response timelines.		Included	Included			Included	Included				Included	Included		
	If necessary, assist with required RFP addenda.		Included	Included			Included	Included				Included	Included		

Phase 4 - Vendor Proposal Evaluation and Finalist Vendor Selection															
11	**Vendor Proposal Evaluations** - Analyze and evaluate proposal responses. Provide an initial Summary Vendor Comparison Worksheet and Vendor Executive Summary Analysis Memorandum.	24	4	20	$5,240	24	4	20	$5,240		14	2	12	$3,050	We will provide the vendor side-by-side preliminary proposal evaluation matrix comparing feature/function scores, general vendor information, customer base, references, pricing and preliminary 10 year total cost of ownership estimates.
12	**Vendor Analysis Workshop to Determine Vendor Finalists (Shortlist)** - Conduct an analysis results workshop that includes the review of the Vendor Comparison Worksheet and Vendor Executive Summary Analysis. We will use a Finalist Decision Guide to conduct this workshop and determine a vendor shortlist.	2		2	$430	2		2	$430		0		TBD		
13	**Develop Demonstration Documents, Agenda, and Coordination** - Develop demonstration documents, including preparing an agenda and demonstration scripts or guides for vendor demonstrations. These will be sent to vendor finalists for their advance preparation. Also, prepare Vendor Demonstration Evaluation Forms for use by all participating City staff during demonstration sessions. We will also prepare a form to be used by Project Team members to conduct finalist reference checks and/or calls and prepare a Site-Visit Form for City personnel to use during site visit(s).	14	2	12	$3,050	4		4	$860	We will provide initial draft Demonstration agenda and user evaluation forms, for City to finalize and distribute.	2		2	$430	We will provide initial blank Demonstration agenda and user evaluation forms, for City to complete, finalize and distribute. We will also provide a workshop with instructions
14	**Facilitate Vendor Demonstrations** - Assist the City in scheduling demonstration dates and facilitate initial vendor demonstrations to ensure pertinent requirements are addressed. City personnel will evaluate vendor demonstrations using Demonstration Evaluation Forms. These forms use a rating system to assist with the comparison of vendors. Hours estimate based on three vendors at 1.5 days each. Additional vendor demonstration assistance will require a change order and will be billed on a pre-approved time-and-materials basis.	52	12	40	$11,420	0			$0	City will facilitate all vendor demonstrations.	0			$0	City will facilitate all vendor demonstrations.
15	**Post Demonstration/Visit/Reference Check Due Diligence and Follow-Up** - Assist with additional finalist vendor(s) follow-up issues and due diligence. This may include additional demonstrations, Q&A facilitation, reference checking, site-visit assistance, etc. Additional required and/or requested hours will be billed on a pre-approved time-and-materials basis.	20	8	12	$4,460	1		1	$215	We will provide reference forms and guides.	0		TBD		We will provide reference forms and guides.
16	**Facilitate Final Vendor Selection** - Conduct a meeting with the City's Project Team to facilitate discussion and finalize the vendor selection. The Vendor Demonstration Evaluations, in combination with additional due diligence analysis, will be used to facilitate the selection of a finalist.	4	2	2	$900	4	2	2	$900		2	2	TBD		
Phase 5 - Implementation Plan Review Contract Negotiations															
17	**Implementation Plan (SOW) Review -** Work with the City and the selected vendor to review and finalize Statement of Work, Implementation Schedule/Plan, Project Management Office, resource requirements, and timelines.	4		4	$860	2		2	$430	We will provide an initial review and document our findings and negitiions in our contracts negotiations matrix. City will hand all vendor communications.	0		TBD		We will provide an initial review and document our findings and negitiions in our contracts negotiations matrix. City will hand all vendor communications.
18	**Contract Review and Negotiation Assistance** - Assist with contract review and negotiation assistance (in a non-legal capacity). Assumes contract review and negotiations with a single primary vendor. Additional required and/or requested hours will be billed on a pre-approved time-and-materials basis.	20	2	18	$4,340	4		4	$860	We will provide an initial review and document our findings and negitiions in our contracts negotiations matrix. City will hand all vendor communications.	0		TBD		We will provide an initial review and document our findings and negitiions in our contracts negotiations matrix. City will hand all vendor communications.
	Hours	316	82	234		175	38	137			142	36	106		
	Rates		$235	$215			$235	$215				$235	$215		
	Average Hourly Rate	$220	$19,270	$50,310		$219	$8,930	$29,455			$220	$8,460	$22,790		
	Fees	$69,580				$38,385					$31,250				
	Travel and Related Expenses (not to exceed 14%)	N/A				N/A					N/A				
	Total Project Costs	**$69,580**				**$38,385**					**$31,250**				

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/10/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Bowermaster Insurance Brokers
Patriot | A Partner Agency
7777 Center Ave., Suite 600
Huntington Beach CA 92647
License#: 0M56067

CONTACT NAME: Sandra Perez
PHONE (A/C, No, Ext): 714-733-6217 **FAX (A/C, No):**
E-MAIL ADDRESS: sperez@bowermaster.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Citizens Insurance Company of America	31534
INSURER B : Allmerica Financial Benefit Insurance Co	41840
INSURER C : Philadelphia Indemnity Insurance	18058
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
ClientFirst Consulting Group, LLC
1250 Corona Pointe Court Suite 201
Corona CA 92879
CLIECON-01

COVERAGES **CERTIFICATE NUMBER:** 2105740965 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	Y	Y	OB3A915118	4/16/2024	4/16/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 300,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
A	**AUTOMOBILE LIABILITY** ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	Y		OB3A915118	4/16/2024	4/16/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
	UMBRELLA LIAB OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		W23A883062	4/16/2024	4/16/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Technology E&O Incl Cyber			PHPK2672012	3/31/2024	3/31/2025	Per Claim/Aggregate Deductible	2,000,000 25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Sherman, its officers, agents, representatives and employees are Additional Insured as respects to General Liability and Auto liability; coverage is Primary, and Waiver of Subrogation applies per attached forms. 30 days notice of cancellation applies per policy provisions.

CERTIFICATE HOLDER

City of Sherman
220 W. Mulberry Street
Sherman TX 75090

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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insured's rights against all those other insurers.

c. When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

d. We will share the remaining loss, if any, with any other insurance that is not described in this provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations for this Coverage.

e. Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable Limit of Insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable Limit of Insurance to the total applicable limits of insurance of all insurers.

f. When this insurance is excess, we will have no duty under Business Liability Coverage to defend any claim or "suit" that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so; but we will be entitled to the insured's rights against all those other insurers.

I. Premiums

1. The first Named Insured shown in the Declarations:

a. Is responsible for the payment of all premiums; and

b. Will be the payee for any return premiums we pay.

2. The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. On each renewal, continuation or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.

3. With our consent, you may continue this policy in force by paying a continuation premium for each successive one-year period. The premium must be:

a. Paid to us prior to the anniversary date; and

b. Determined in accordance with paragraph **2.** above.

Our forms then in effect will apply. If you do not pay the continuation premium, this policy will expire on the first anniversary date that we have not received the premium.

4. Undeclared exposures or change in your business operation, acquisition or use of locations may occur during the policy period that is not shown in the Declarations. If so, we may require an additional premium. That premium will be determined in accordance with our rates and rules then in effect.

J. Premium Audit

1. This policy is subject to audit if a premium designated as an advance premium is shown in the Declarations. We will compute the final premium due when we determine your actual exposures.

2. Premium shown in this policy as advance premium is a deposit premium only. At the close of each audit period, we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

3. The first Named Insured must keep records of the information we need for premium computation and send us copies at such times as we may request.

K. Transfer of Rights of Recovery Against Others to Us

1. Applicable to **SECTION I - PROPERTY** Coverage:

If any person or organization to or for whom we make payment under this policy has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:

a. Prior to a loss to your Covered Property.

b. After a loss to your Covered Property only if, at time of loss, that party is one of the following:

(1) Someone insured by this insurance;

(2) A business firm:

(a) Owned or controlled by you; or

(b) That owns or controls you; or

(3) Your tenant.

You may also accept the usual bills of lading or shipping receipts limiting the liability of carriers.

This will not restrict your insurance.

2. Applicable to **SECTION II - LIABILITY** Coverage:

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair such rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

We waive any right of recovery we may have against any person or organization with whom you have a written contract, permit or agreement to waive any rights of recovery against such person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard".

This condition does not apply to Medical Expenses Coverage.

L. Transfer of Your Rights and Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual Named Insured. If you die, your rights and duties will be transferred to your legal representative but only while that legal representative is acting within the scope of their duties as your legal representative. Until your legal representative is appointed, anyone with proper temporary custody of your property will have your rights and duties but only with respect to that property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESSOWNERS LIABILITY SPECIAL BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SUMMARY OF COVERAGES	Limits	Page
1. Additional Insured by Contract, Agreement or Permit	Included	1
2. Additional Insured - Broad Form Vendors	Included	2
3. Alienated Premises	Included	3
4. Broad Form Property Damage - Borrowed Equipment, Customers Goods and Use of Elevators	Included	3
5. Incidental Malpractice (Employed Nurses, EMT's and Paramedics)	Included	3
6. Personal and Advertising Injury - Broad Form	Included	4
7. Product Recall Expense	Included	4
Product Recall Expense Each Occurrence Limit	$25,000 Occurrence	5
Product Recall Expense Aggregate Limit	$50,000 Aggregate	5
Product Recall Deductible	$500	5
8. Unintentional Failure to Disclose Hazards	Included	6
9. Unintentional Failure to Notify	Included	6

This endorsement amends coverages provided under the Businessowners Coverage Form through new coverages and broader coverage grants. This coverage is subject to the provisions applicable to the Businessowners Coverage Form, except as provided below.

The following changes are made to **SECTION II - LIABILITY:**

1. Additional Insured by Contract, Agreement or Permit

The following is added to **SECTION II - LIABILITY, C. Who Is An Insured:**

Additional Insured by Contract, Agreement or Permit

a. Any person or organization with whom you agreed in a written contract, written agreement or permit to add such person or organization as an additional insured on your policy is an additional insured only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by your acts or omissions, or the acts or omissions of those acting on your behalf, but only with respect to:

(1) "Your work" for the additional insured(s) designated in the contract, agreement or permit;

(2) Premises you own, rent, lease or occupy; or

(3) Your maintenance, operation or use of equipment leased to you.

b. The insurance afforded to such additional insured described above:

(1) Only applies to the extent permitted by law; and

(2) Will not be broader than the insurance which you are required by the contract, agreement or permit to provide for such additional insured.

(3) Applies on a primary basis if that is required by the written contract, written agreement or permit.

(4) Will not be broader than coverage provided to any other insured.

(5) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.

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c. This provision does not apply:

(1) Unless the written contract or written agreement was executed or permit was issued prior to the "bodily injury", "property damage", or "personal injury and advertising injury".

(2) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.

(3) To any lessor of equipment:

(a) After the equipment lease expires; or

(b) If the "bodily injury", "property damage", "personal and advertising injury" arises out of sole negligence of the lessor.

(4) To any:

(a) Owners or other interests from whom land has been leased if the "occurrence" takes place or the offense is committed after the lease for the land expires; or

(b) Managers or lessors of premises if:

(i) The "occurrence" takes place or the offense is committed after you cease to be a tenant in that premises; or

(ii) The "bodily injury", "property damage", "personal injury" or "advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.

(5) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and advertising injury" involved the rendering of or failure to render any professional services by or for you.

d. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION II - LIABILITY, D. Liability and Medical Expense Limits of Insurance**:

The most we will pay on behalf of the additional insured for a covered claim is the lesser of the amount of insurance:

1. Required by the contract, agreement or permit described in Paragraph **a.;** or

2. Available under the applicable Limits of Insurance shown in the Declarations.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations

e. All other insuring agreements, exclusions, and conditions of the policy apply.

2. Additional Insured - Broad Form Vendors

The following is added to **SECTION II - LIABILITY, C. Who Is An Insured:**

Additional Insured - Broad Form Vendors

a. Any person or organization that is a vendor with whom you agreed in a written contract or written agreement to include as an additional insured under this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

b. The insurance afforded to such vendor described above:

(1) Only applies to the extent permitted by law;

(2) Will not be broader than the insurance which you are required by the contract or agreement to provide for such vendor;

(3) Will not be broader than coverage provided to any other insured; and

(4) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto

c. With respect to insurance afforded to such vendors, the following additional exclusions apply:

The insurance afforded to the vendor does not apply to:

(1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reasons of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement;

(2) Any express warranty unauthorized by you;

(3) Any physical or chemical change in the product made intentionally by the vendor;

(4) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instruction from the manufacturer, and then repackaged in the original container;

(5) Any failure to make such inspection, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the sale of the product;

(6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor;

(8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(a) The exceptions contained within the exclusion in subparagraphs **(4)** or **(6)** above; or

(b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(9) "Bodily injury" or "property damage" arising out of an "occurrence" that took place before you have signed the contract or agreement with the vendor.

(10) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.

(11) Any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

d. With respect to the insurance afforded to these vendors, the following is added to **SECTION II - LIABILITY, D. Liability and Medical Expense Limits of Insurance**:

The most we will pay on behalf of the vendor for a covered claim is the lesser of the amount of insurance:

1. Required by the contract or agreement described in Paragraph **a.;** or

2. Available under the applicable Limits of Insurance shown in the Declarations;

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

3. Alienated Premises

SECTION II - LIABILITY, B. Exclusions, 1. Applicable To Business Liability Coverage k. Damage to Property, paragraph **(2)** is replaced by the following:

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises and occurred from hazards that were known by you, or should have reasonably been known by you, at the time the property was transferred or abandoned.

4. Broad Form Property Damage - Borrowed Equipment, Customers Goods, Use of Elevators

a. The following is added to **SECTION II - LIABILITY, B. Exclusions, 1. Applicable To Business Liability Coverage, k. Damage to Property**:

Paragraph **(4)** does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations.

Paragraph **(3), (4)** and **(6)** do not apply to "property damage" to "customers goods" while on your premises nor to the use of elevators.

b. For the purposes of this endorsement, the following definition is added to **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions:**

1. "Customers goods" means property of your customer on your premises for the purpose of being:

a. Worked on; or

b. Used in your manufacturing process.

c. The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured whether primary, excess, contingent or on any other basis.

5. Incidental Malpractice - Employed Nurses, EMT's and Paramedics

SECTION II - LIABILITY, C. Who Is An Insured , paragraph **2.a.(1)(d)** does not apply to a nurse,

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emergency medical technician or paramedic employed by you if you are not engaged in the business or occupation of providing medical, paramedical, surgical, dental, x-ray or nursing services.

6. Personal Injury - Broad Form

a. SECTION II - LIABILITY, B. Exclusions, 2. Additional Exclusions Applicable only to "Personal and Advertising Injury", paragraph **e.** is deleted.

b. SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions, 14. "Personal and advertising injury", paragraph **b.** is replaced by the following:

b. Malicious prosecution or abuse of process.

c. The following is added to **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions,** Definition **14.** "Personal and advertising injury":

"Discrimination" (unless insurance thereof is prohibited by law) that results in injury to the feelings or reputation of a natural person, but only if such "discrimination" is:

(1) Not done intentionally by or at the direction of:

(a) The insured;

(b) Any officer of the corporation, director, stockholder, partner or member of the insured; and

(2) Not directly or indirectly related to an "employee", not to the employment, prospective employment or termination of any person or persons by an insured.

d. For purposes of this endorsement, the following definition is added to **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions:**

1. "Discrimination" means the unlawful treatment of individuals based upon race, color, ethnic origin, gender, religion, age, or sexual preference. "Discrimination" does not include the unlawful treatment of individuals based upon developmental, physical, cognitive, mental, sensory or emotional impairment or any combination of these.

e. This coverage does not apply if liability coverage for "personal and advertising injury" is excluded either by the provisions of the Coverage Form or any endorsement thereto.

7. Product Recall Expense

a. SECTION II - LIABILITY, B. Exclusions, 1. Applicable To Business Liability Coverage, o. Recall of Products, Work or Impaired Property is replaced by the following:

o. Recall of Products, Work or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

If such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it, but this exclusion does not apply to "product recall expenses" that you incur for the "covered recall" of "your product".

However, the exception to the exclusion does not apply to "product recall expenses" resulting from:

(4) Failure of any products to accomplish their intended purpose;

(5) Breach of warranties of fitness, quality, durability or performance;

(6) Loss of customer approval, or any cost incurred to regain customer approval;

(7) Redistribution or replacement of "your product" which has been recalled by like products or substitutes;

(8) Caprice or whim of the insured;

(9) A condition likely to cause loss of which any insured knew or had reason to know at the inception of this insurance;

(10) Asbestos, including loss, damage or clean up resulting from asbestos or asbestos containing materials; or

(11) Recall of "your products" that have no known or suspected defect solely because a known or suspected defect in another of "your products" has been found.

b. The following is added to **SECTION II - LIABILITY, C. Who Is An Insured,** paragraph **3.b.**:

"Product recall expense" arising out of any withdrawal or recall that occurred before you acquired or formed the organization.

c. The following is added to **SECTION II - LIABILITY, D. Liability and Medical Expenses Limits of Insurance**:

Product Recall Expense Limits of Insurance

a. The Limits of Insurance shown in the SUMMARY OF COVERAGES of this endorsement and the rules stated below fix the most that we will pay under this Product Recall Expense Coverage regardless of the number of:

(1) Insureds;

(2) "Covered Recalls" initiated; or

(3) Number of "your products" withdrawn.

b. The Product Recall Expense Aggregate Limit is the most that we will reimburse you for the sum of all "product recall expenses" incurred for all "covered recalls" initiated during the policy period.

c. The Product Recall Each Occurrence Limit is the most we will pay in connection with any one defect or deficiency.

d. All "product recall expenses" in connection with substantially the same general harmful condition will be deemed to arise out of the same defect or deficiency and considered one "occurrence".

e. Any amount reimbursed for "product recall expenses" in connection with any one "occurrence" will reduce the amount of the Product Recall Expense Aggregate Limit available for reimbursement of "product recall expenses" in connection with any other defect or deficiency.

f. If the Product Recall Expense Aggregate Limit has been reduced by reimbursement of "product recall expenses" to an amount that is less than the Product Recall Expense Each Occurrence Limit, the remaining Aggregate Limit is the most that will be available for reimbursement of "product recall expenses" in connection with any other defect or deficiency.

g. Product Recall Deductible

We will only pay for the amount of "product recall expenses" which are in excess of the $500 Product Recall Deductible. The Product Recall Deductible applies separately to each "covered recall". The limits of insurance will not be reduced by the amount of this deductible.

We may, or will if required by law, pay all or any part of any deductible amount, if applicable. Upon notice of our payment of a deductible amount, you shall promptly reimburse us for the part of the deductible amount we paid.

The Product Recall Expense Limits of Insurance apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for the purposes of determining the Limits of Insurance.

d. The following is added to **SECTION II - LIABILITY, E. Liability and Medical Expense General Conditions, 2. Duties in the Event of Occurrence, Offense, Claim or Suit**:

You must see to it that the following are done in the event of an actual or anticipated "covered recall" that may result in "product recall expense":

(1) Give us prompt notice of any discovery or notification that "your product" must be withdrawn or recalled. Include a description of "your product" and the reason for the withdrawal or recall;

(2) Cease any further release, shipment, consignment or any other method of distribution of like or similar products until it has been determined that all such products are free from defects that could be a cause of loss under this insurance.

e. For the purpoess of this endorsement, the following definitions are added to **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions:**

1. "Covered recall" means a recall made necessary because you or a government body has determined that a known or suspected defect, deficiency, inadequacy, or dangerous condition in "your product" has resulted or will result in "bodily injury" or "property damage".

2. "Product recall expense(s)" means:

a. Necessary and reasonable expenses for:

(1) Communications, including radio or television announcements or printed advertisements including stationary, envelopes and postage;

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(2) Shipping the recalled products from any purchaser, distributor or user to the place or places designated by you;

(3) Remuneration paid to your regular "employees" for necessary overtime;

(4) Hiring additional persons, other than your regular "employees";

(5) Expenses incurred by "employees" including transportation and accommodations;

(6) Expenses to rent additional warehouse or storage space;

(7) Disposal of "your product", but only to the extent that specific methods of destruction other than those employed for trash discarding or disposal are required to avoid "bodily injury" or "property damage" as a result of such disposal,

you incur exclusively for the purpose of recalling "your product"; and

b. Your lost profit resulting from such "covered recall".

f. This Product Recall Expense Coverage does not apply:

(1) If the "products - completed operations hazard" is excluded from coverage under this Coverage Part including any endorsement thereto; or

(2) To "product recall expense" arising out of any of "your products" that are otherwise excluded from coverage under this Coverage Part including endorsements thereto.

8. Unintentional Failure to Disclose Hazards

The following is added to **SECTION II - LIABILITY, E. Liability and Medical Expenses General Conditions:**

Representations

We will not disclaim coverage under this Coverage Part if you fail to disclose all hazards existing as of the inception date of the policy provided such failure is not intentional.

9. Unintentional Failure to Notify

The following is added to **SECTION II - LIABILITY, E. Liability and Medical Expenses General Conditions, 2. Duties in the Event of Occurrence, Offense, Claim or Suit:**

Your rights afforded under this Coverage Part shall not be prejudiced if you fail to give us notice of an "occurrence", offense, claim or "suit", solely due to your reasonable and documented belief that the "bodily injury", "property damage" or "personal and advertising injury" is not covered under this Policy.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

1. **SECTION I - PROPERTY**, if two or more of this coverage part's coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.
2. **SECTION II - LIABILITY**, it is our stated intent that the various Coverage Parts, forms, endorsements or policies issued to the named insured by us, or any company affiliated with us, do not provide any duplication or overlap of coverage for the same claim, "suit", "occurrence", offense, accident, "wrongful act" or loss. We will not pay more than the actual amount of the loss or damage.

   If this Coverage Part and any other Coverage Part, form, endorsement or policy issued to the named insured by us, or any company affiliated with us, apply to the same claim, "suit", occurrence, offense, accident, "wrongful act" or loss, the maximum Limit of Insurance under all such Coverage Parts, forms, endorsements or policies combined shall not exceed the highest applicable Limit of Insurance under any one Coverage Part, form, endorsement or policy.

   This condition does not apply to any Excess or Umbrella Policy issued by us specifically to apply as excess insurance over this policy.

G. Liberalization

If we adopt any revision that would broaden the coverage under this policy without additional premium within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this policy.

H. Other Insurance

1. **SECTION I - PROPERTY**

   If there is other insurance covering the same loss or damage, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But, we will not pay more than the applicable Limit of Insurance of **SECTION I - PROPERTY.**

2. **SECTION II - LIABILITY**

   If other valid and collectible insurance is available to the insured for a loss we cover under **SECTION II - LIABILITY**, our obligations are limited as follows:

   a. Primary Insurance

   This insurance is primary except when paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in paragraph **c.** below.

   However, if you agree in a written contract, written agreement, or written permit that the insurance provided to any person or organization included as an Additional Insured under this Coverage Part is primary and non-contributory, we will not seek contribution from any other insurance available to that Additional Insured which covers the Additional Insured as a Named Insured except:

   (1) For the sole negligence of the Additional Insured; or

   (2) When the Additional Insured is an Additional Insured under another liability policy.

   b. Excess Insurance

   This insurance is excess over:

   (1) Any of the other insurance, whether primary, excess, contingent or on any other basis:

   (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

   (b) That is Property Insurance for premises rented to you or temporarily occupied by you with permission of the owner;

   (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or

   (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to **SECTION II - LIABILITY, Exclusion g. Aircraft, Auto or Watercraft**; and

   (2) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured by attachment of an endorsement.

   When this insurance is excess, we will have no duty under **SECTION II - LIABILITY** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the

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insured's rights against all those other insurers.

c. When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

d. We will share the remaining loss, if any, with any other insurance that is not described in this provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations for this Coverage.

e. Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable Limit of Insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable Limit of Insurance to the total applicable limits of insurance of all insurers.

f. When this insurance is excess, we will have no duty under Business Liability Coverage to defend any claim or "suit" that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so; but we will be entitled to the insured's rights against all those other insurers.

I. Premiums

1. The first Named Insured shown in the Declarations:

a. Is responsible for the payment of all premiums; and

b. Will be the payee for any return premiums we pay.

2. The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. On each renewal, continuation or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.

3. With our consent, you may continue this policy in force by paying a continuation premium for each successive one-year period. The premium must be:

a. Paid to us prior to the anniversary date; and

b. Determined in accordance with paragraph **2.** above.

Our forms then in effect will apply. If you do not pay the continuation premium, this policy will expire on the first anniversary date that we have not received the premium.

4. Undeclared exposures or change in your business operation, acquisition or use of locations may occur during the policy period that is not shown in the Declarations. If so, we may require an additional premium. That premium will be determined in accordance with our rates and rules then in effect.

J. Premium Audit

1. This policy is subject to audit if a premium designated as an advance premium is shown in the Declarations. We will compute the final premium due when we determine your actual exposures.

2. Premium shown in this policy as advance premium is a deposit premium only. At the close of each audit period, we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

3. The first Named Insured must keep records of the information we need for premium computation and send us copies at such times as we may request.

K. Transfer of Rights of Recovery Against Others to Us

1. Applicable to **SECTION I - PROPERTY** Coverage:

If any person or organization to or for whom we make payment under this policy has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:

a. Prior to a loss to your Covered Property.

b. After a loss to your Covered Property only if, at time of loss, that party is one of the following:

(1) Someone insured by this insurance;

(2) A business firm:

(a) Owned or controlled by you; or

(b) That owns or controls you; or

(3) Your tenant.

You may also accept the usual bills of lading or shipping receipts limiting the liability of carriers.

This will not restrict your insurance.

2. Applicable to **SECTION II - LIABILITY** Coverage:

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair such rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

We waive any right of recovery we may have against any person or organization with whom you have a written contract, permit or agreement to waive any rights of recovery against such person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard".

This condition does not apply to Medical Expenses Coverage.

L. Transfer of Your Rights and Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual Named Insured. If you die, your rights and duties will be transferred to your legal representative but only while that legal representative is acting within the scope of their duties as your legal representative. Until your legal representative is appointed, anyone with proper temporary custody of your property will have your rights and duties but only with respect to that property.

Proposal for

CMMS Software Selection Assistance

April 25, 2024

Optimal Technology Guidance

Client Locations
Coast-to-Coast

Practice Locations
Texas
California
Illinois
North Carolina

800.806.3080
www.clientfirstcg.com

CLIENTFIRST TECHNOLOGY CONSULTING

April 25, 2024

Mr. Brett LaBarge
Software Coordinator
City of Sherman
220 W Mulberry Street
Sherman, TX 75090

RE: CMMS Software Selection Assistance

Mr. LaBarge:

ClientFirst appreciates the opportunity to present the City of Sherman with our proposal. Our consultants have decades of experience providing these services to agencies throughout the United States. Key qualifications include:

Local Government ONLY Focus – ClientFirst Technology Consulting specializes in helping local government agencies with the evaluation and implementation of enterprise software solutions, including business process requirements, fostering buy-in and consensus across the organization, and providing the best value proposition.

Expertise and Experience – ClientFirst has worked with hundreds of local governments throughout the United States procuring software systems.

Why ClientFirst is the Best Choice

- We pride ourselves on our ability to listen and communicate, affecting positive change at all personnel levels.
- We truly put our client's needs first. You are not just another project to us.
- Our partners are hands-on and do not just provide high-level oversight or project management assistance.
- We not only follow best practices but also educate staff at all levels on best practices in a manner that helps them understand the relevance to their organization and their role within the project.
- We seek to partner with our clients as integrated subject-matter experts and advisors.
- We work to help transform your organization, transfer knowledge, manage change, and ingrain best practices into your processes.

For any questions, feel free to contact me at 951.739.7989 or via email at dkrout@clientfirstcg.com for additional information. We appreciate the continued opportunity of serving the City of Sherman.

Sincerely,

David W. Krout, CPA *(inactive)*
Partner
Management Consulting Practice Leader

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Project Team

Team Member Roles

Project Director – David Krout

The Project Director oversees the ClientFirst project activities and the quality assurance of the deliverables. This person also helps direct the ClientFirst project team consultants assigned to the project. David will also serve as a business process analyst and primary solutions architect.

Project Manager – Jamie Shell

The Project Manager oversees the day-to-day ClientFirst project activities and management of the deliverables. This person also directs the ClientFirst project team consultants assigned to the project and is the primary day-to-day contact for the client. Jamie will also serve as a business analyst.

Application Consultants – David Krout, Jamie Shell, Janet Federico

ClientFirst assigns two or more Application Consultants to every project for continuity and backup. These consultants perform the business analysis and necessary tasks required to provide the deliverables defined in the project scope of work.

Key Personnel

All assigned personnel have sufficient availability to complete this project on time and within budget.

David Krout – Partner, Enterprise Applications Consulting

Project Role: Project Director, Business Process Analyst, and Solutions Architecture

David Krout, CPA (inactive), has been continually working with local governments nationwide on application improvement and selection projects for 27 years. David has worked with over 100 agencies and has interviewed thousands of users in business process reviews for all city and county departments. David created the Firm's tools and approach for identifying opportunities, improving processes, and incorporating these improvements into existing or new software and technology solutions.

Jamie Shell – Director, Enterprise Applications Consulting

Project Role: Project Manager, Lead Business Process Analyst

Jamie Shell (**former municipal Finance Director**) has 27 years of public sector experience, including 10 years working in local government finance. He has successfully managed and implemented projects for **over 50 public-sector agencies** throughout the United States. He will serve as the Selection Project Manager and Business Process Analyst.

Janet Federico – Applications Consultant

Project Role: Business Process Analyst

Janet Federico has over 20 years in the public sector, including working agencies, and 12 years of experience with government agency enterprise application implementations. She has experience with functional and technical requirements development, gap analysis, system analysis, design, specifications, unit and system testing, implementation planning, execution, lessons learned, and system documentation.

David W. Krout, CPA *(Inactive)*

Partner – Enterprise Applications Consulting Practice Leader

David Krout has 27 years of experience assisting local governments with a broad scope of information technology needs. He specializes in working with organizations to identify their strategic, organizational, application, and functional requirements to determine which system and/or specific applications are a proper fit for both the agency and the vendor.

David's unique and diversified background in business management, accounting, and management consulting has given him the ability to collaborate with C-level executives and department staff from a practical, business-management perspective to maximize their technology utilization.

Having also worked for a leading local government enterprise software provider, David brings a unique understanding of consulting, client representation, and vendor relationships to the collaboration between the agency and software vendors.

Highlights

- Served on the National Committee for Information Technology for the Institute of Management Accountants
- Former President, Institute of Management Accountants, Inland Empire Chapter
- Former Government IT Consulting Manager for RSM McGladrey, the nation's fifth-largest CPA and consulting firm
- Featured speaker for the California Society of Municipal Finance Officers (CSMFO), Municipal Information Systems Association of California (MISAC), and Texas Association of Government Information Technology Managers
- Project lead with over 100 public-sector agencies throughout the United States

Agency Experience

City of Batavia
City of Bloomington
City of Brentwood
City of Brisbane
City of Burbank
City of Burlington
City of Carlsbad
City of Camarillo
City of Chino
City of Clovis
City of Colton
City of Corona
City of Coronado
City of Dublin
City of Foster City
City of Gastonia
City of Healdsburg
City of Hemet
City of Highland Park
City of Indio
City of La Habra
City of La Puente
City of Laguna Niguel
City of Lake Forest
City of Larkspur
City of Lomita
City of Manassas Park
City of Menlo Park
City of Mission Viejo
City of Murrieta
City of Pacifica
City of Palm Desert
City of Palmdale
City of Pelham
City of Piedmont
City of Rancho Mirage
City of Redlands
City of Rialto
City of Riviera Beach
City of Rosemead
City of Salisbury
City of Sandpoint
City of San Gabriel
City of San Jacinto
City of Shawnee
City of Sierra Madre
City of Simi Valley
City of South Gate
City of Tustin
City of West Covina
City of West Des Moines
County of Butte
County of Buncombe
County of Denton
County of Mendocino
County of Orange
County of Riverside
County of San Bernardino
Town of Danville
Town of Groton
Town of Hillsborough
Town of Truckee
Village of Glencoe
Village of Lincolnwood
Village of Northfield
Village of Oswego
Village of River Forest
CA-NV American Water Works Association
Castaic Lake Water Agency
Castro Valley Sanitary District
Colton Joint Unified School District
Cucamonga Valley Water District
Gastonia Water & Power
Glendale Water and Power
HIP Housing
Lake Elsinore Unified School District
Menifee Unified School District
Mesa Water District
Midpeninsula Regional Open Space District
Ramona Municipal Water District
Rincon del Diablo Municipal Water District
Rock River Reclamation District
Rosamond Community Services District
Salisbury-Rowan Utilities
San Bernardino Municipal Water
Southern California Coastal Water Research (SCCWRP)
Walnut Valley Water District
West County Wastewater District
Western Municipal Water District
Mechoopda Indian Tribe
Eastern Band of Cherokee Indians

CREDENTIALS, DEGREES, AND AFFILIATIONS

- Certified Public Accountant (CPA) (Inactive)
- Bachelor of Science in Business Administration and Accounting – CSU San Bernardino

SPECIALTIES

- Business Process Reviews
- Applications Requirements Definition
- Enterprise Applications Architecture
- Current System Needs Analysis and Improvement
- New Software Selection Assistance
- Technology Master Planning
- Project Management and Oversight
- Conversion Assistance and Planning
- Contract Reviews and Negotiations

CPA
Certified Public Accountant
(Inactive)

It has been absolutely key to this project that ClientFirst, especially Dave, knows the governmental environment, its limitations and its opportunities.

—Director of Administrative Services
CA Municipality

Jamie T. Shell, PMP

Director, Enterprise Applications Consulting

Jamie Shell has over 27 years of public sector experience, including 10 years working in local government finance (Finance Director) and over 17 years assisting local governments with various information technology needs. He specializes in working with organizations to identify their strategic, organizational, application, and functional requirements to determine which system and/or specific applications are a proper fit for both the agency and the vendor.

Jamie's background in local government finance, project management, and software implementation has given him the ability to work jointly with C-level executives, agency/department heads, and staff to maximize their technology utilization.

Having worked in government and as an enterprise software provider, Jamie brings a unique understanding of the perspectives of both the agency and software vendors.

Highlights

- Former municipal Finance Director
- Served as President of the Eastern Kansas Government Finance Officers Association (2005)
- Former manager of Client Services with one of the largest government ERP vendors
- Former manager of Professional Services with another major government ERP vendors
- Successfully managed on-site and remote projects for over 50 public-sector agencies throughout the United States

Agency Experience

County of Clermont
County of Cook
County of Denton
County of Douglas
County of Kauai
County of Nassau
County of New Castle
County of Ramsey
County of San Juan
County of San Mateo
City of Alpharetta
City of Atlanta
City of Barrie
City of Batavia
City of Battle Ground
City of Bentonville
City of Branson
City of Carlsbad
City of Chattanooga
City of Clovis
City of Coronado
City of Dubuque
City of East Point
City of Edmonton
City of Elgin
City of Elmhurst
City of Evanston
City of Flagstaff
City of Fort Collins
City of Gallup
City of Glendora
City of Grand Rapids
City of Henderson
City of High Point
City of Hoover
City of Indianapolis/ Marion County
City of Kansas City
City of Medford
City of Memphis
City of Mesa
City of Miami
City of Minden
City of Naperville
City of New Port Richey
City of Norco
City of Oviedo
City of Pacifica
City of Palm Desert
City of Pearland
City of Port Angeles
City of Poulsbo
City of Prescott
City of Richmond
City of Salinas
City of Simi Valley
City of St. Petersburg
City of Stockton
City of Tyler
City of Vacaville
City of West Covina
City of West Hollywood
City of West Lafayette
City of West Sacramento
City of Wilmington
Town of Cary
Town of New Canaan
Town of Isle of Palms
Town of Prescott Valley
Town of Vail
State of New Jersey
State of New Mexico
California State Auditor's Office
California State Controller's Office
California Office of Emergency Services
Ewing Marion Kauffman Foundation
Province of Nova Scotia
State of Hawaii Campaign Spending Commission
State of Massachusetts Comptroller's Office
State of Maine Treasurer's Office
State of Michigan Administrative Office of Courts
State of Rhode Island Treasurer's Office
State of Virginia Dept of Rail & Public Transportation
Ewing Marion Kauffman Foundation
Castaic Lake Water Agency
Coachella Valley Water District
Commodities Futures Trading Commission
Cucamonga Valley Water District
Four Rivers Sanitation Authority
West County Wastewater District

CREDENTIALS, DEGREES, AND AFFILIATIONS

- Project Management Professional (PMP)
- Bachelor of Science in Business Administration and Accounting – Missouri Western State University

SPECIALTIES

- Business Process Reviews
- Applications Requirements Definition
- Enterprise Applications Architecture
- Current System Needs Analysis and Improvement
- New Software Selection Assistance
- Technology Master Planning
- Project Management and Oversight
- Conversion Assistance and Planning
- Contract Reviews and Negotiations

Prosci CERTIFIED Change Practitioner

PMP

Janet Federico, MBA

Management Consultant

Janet Federico has over 20 years of experience with local and federal government agency software implementations. Her in-depth experience with software configuration, business analysis, and user needs assessment allows her to successfully oversee project implementations of standard and customized software.

Skilled in all facets of the project life cycle for application software, she has experience with functional and technical requirements development, gap analysis, system analysis, design, specifications, unit and system testing, implementation planning, execution, lessons learned, and system documentation.

Janet also has over six years of experience in working with organizations to identify their strategic, organizational, application, and functional requirements to determine which system and/or specific applications are a proper fit for both the agency and the vendor.

Additionally, having worked for a leading local government enterprise software provider, Janet brings a strong understanding of software implementation, consulting, process knowledge, and functional knowledge, along with the customers' needs and concerns throughout and post-implementation.

Highlights

- Multi-phased agency-wide software implementations
- Extensive knowledge of business and technical processes pertaining to enterprise applications

Agency Experience

City of Batavia
City of Bartlesville
City of Bentonville
City of Carlsbad
City of Coronado
City of Corvallis
City of Decatur
City of Fort Smith
City of Highland Park
City of Hutchinson
City of Tulsa
City of Wichita
City of Wisconsin Springs
City of Wood Dale
City of Woodside
County of Champaign
County of Collin
County of Denton
County of Mendocino
County of Minnehaha
County of St. Joseph
State of Texas (DFPS)
Town of Windsor
Village of Hinsdale
Village of Orland Park

CREDENTIALS, DEGREES, AND AFFILIATIONS

- Master of Business Administration – Ellis College
- Bachelor of Science in Applied Management – Kaplan University

SPECIALTIES

- Project Management
- Conversion, Interface Planning, and Implementation Support
- Understanding of public sector departmental operations and application systems
- Workflow analysis and mapping
- Business Process Redesign
- System Configuration and Training
- Test and Go Live Plan Creation

I just wanted to say that I thought the training sessions were very informative and clear, and I learned a lot from it. I appreciate your time spent to train us. Thank you so much!

—Account Clerk
CA Municipality

Firm Qualifications

Enterprise Applications Consulting Practice Profile

ClientFirst's enterprise applications consulting team has been conducting these specific types of assessments, process reviews, procurements, and implementation assistance for over 20 years.

ClientFirst leverages this experience to the client's advantage through a unique approach to software selection, which considers the vendor's perspective while working with clients to navigate the complexities of software assessment, selection, contract negotiation, and implementation.

We identify an organization's strategy, organizational, application, and functional requirements—specific to the client's business processes—to determine which solutions are the best fit for both customer and vendor. Our clients appreciate the honesty and diligence with which we conduct our projects, and many clients continue relying on our services after their first project with us.

The level of risk and the probability of achieving a successful implementation are directly related to the amount of proper due diligence employed. At ClientFirst, we take every possible step to decrease this risk level through best practices.

Applications Consulting Services

PROCESS REVIEWS
Business Case Analysis
Assessment and Recommendations
Process Analysis and Improvement

SOFTWARE SELECTION
Feature/Function Requirements
Implementation Risk Assessment
Change Management
Vendor Analysis and Evaluation
Contract Review and Negotiation

PROJECT OVERSIGHT
Implementation Project Management
Conversion Assistance
Integration / Interface Assistance

APPLICATIONS IMPROVEMENT
Assessment of Current Needs & Gaps
Assessment of Features, Training, Support, & Reporting Issues
Vendor Proposal Review & Demonstration Management
Change Management
Risk Assessments

Because of the level of due diligence that we require, software vendors welcome the opportunity to respond to our RFP documents, giving your organization a chance to find the best functionality fit by evaluating an adequate number of qualified vendor responses.

Applications Experience	
General Ledger	CIS & Utility Billing
Budgeting	Tax Billing
Project Accounting	Backflow
Grant Accounting	Service Orders
Accounts Receivable	Work Orders/Preventative Maintenance
Cash Receipts	Inventory Management
Purchasing & Receiving	Fleet Management
Bids Management	Planning
Contract Management	Permitting
Accounts Payable	Inspection
Fixed Assets	Code Enforcement
Loans	Land/Parcel/Address Management
Special Assessments	Computer-Aided Dispatch (CAD)
Financial Reporting	Records Management
Ad Hoc Reporting	Mobile Computing
Business Licensing	Citizen Request Management
Applicant Tracking	GIS
Human Resources	Adjudication
Employee Self-Service	Citation Management
Benefits Tracking	
Time & Attendance	
Payroll	

Enterprise Application Consulting Services

Government Technology

Focusing on local governments means that we understand the unique needs, processes, protocols, and political nuances involved in the industry. This **understanding and experience** ensures that our strategies and recommendations are practical in all respects. Our management team's career experience includes over 3,000 projects for more than 500 local government agencies.

Local Presence and Practice Locations

We have a local presence with extensive experience in California. ClientFirst is a national firm with practices located in California, Illinois, Texas, and North Carolina.

Corona, CA

Schaumburg, IL

San Antonio, TX

Charlotte, NC

Business Management Approach

We understand that not all government executives are versed in the latest technology issues and opportunities. Therefore, our approach and deliverables provide a business-management perspective that **allows the layperson the ability to understand the technology issues, strategies, and potential solutions required to make more informed business decisions.**

Practical Recommendations

We believe in using technology as a tool to meet the agency's business objectives; we do not apply technology just for technology's sake. We are serious in our quest to provide clients with practical solutions that meet their individual requirements. Sometimes, the proper solution includes cutting-edge technology. However, a cost-effective and practical solution using proven technology is often the most beneficial.

True Independence

ClientFirst believes in practicing **true independence**. We do not resell products nor maintain relationships that would result in any add-on profit margins or referral fees. Our interest is in **putting the client first** by finding optimum solutions (i.e., the greatest value at the lowest competitive cost) to meet their needs.

National Recognition

Our consultants are recognized nationally for their work by many of the industry's leading vendors. They appreciate the fairness and objectivity we demonstrate when dealing with their organizations.

Industry Recognition

CIO Review

ClientFirst has been featured in *CIO Review* as one of the "20 Most Promising Government Technology Solution Providers".

National Speakers

ClientFirst personnel have conducted educational sessions at national and local conferences such as CSMFO, MISAC, and GFOA, among others.

ClientFirst has such a broad and well-rounded experience with cities that they already have a good idea of what will or won't work. Other vendors we have worked with don't have this depth of experience and suggest solutions that are unrealistic in a city government environment.

— IT Director
CA Municipality

Diversified Experience

We have **extensive experience with a wide variety of organizations and technology and processing environments** and have worked with over 500 agencies on over 2,500 projects. In addition, we have significant market knowledge regarding software and hardware providers and are well-informed with respect to vendor and industry developments.

Integrated Technology Solutions Groups

Whatever the agency's technology needs are, we offer a unique combination of experts in their given disciplines who can guide technology decisions, planning, implementation, and management, chosen according to the specific needs of each project, working as an integrated team to **provide end-to-end consulting and support services**.

ClientFirst Integrated Technology Solutions Groups

Management Consulting
- Technology Planning
- Mentoring/Advisory
- Interim CIO
- Contract Negotiations
- Project Management
- Technology Governance

IT Infrastructure
- Networking
- Servers
- Data Centers
- Procurement Mgmt.
- Contract Negotiations
- Project Management

Applications Consulting
- Business Process Review
- Software Selection
- Implementation Project Mgmt.

Cybersecurity
- Assessment & Planning
- Incident Response Plans
- Disaster Recovery
- Procurement Management
- Contract Negotiations
- Project Management

Telecom
- Bill Audits
- Assessment & Planning
- Design
- RFP/Procurements
- Carrier Services Agreements
- Call Centers

GIS
- Assessment & Planning
- Design
- Data Management
- Development
- Mapping

IT Services (IL)
- Technical Services
- Help Desk
- Managed Services

Structured Cabling
- Assessment and Certification
- CADD Design & Layout
- Vendor Selection
- Project Management
- Documentation

Integrated Technology Services

Management Consulting

- Technology Strategic/Master Planning
- IT Assessment
- IT Staffing Assessment
- Process Improvement
- Procurement Assistance
- Contract Negotiation
- Project Management
- IT Governance Seminars

Applications Consulting

Business Process Review

- Business Case Analysis
- Assessment and Recommendations
- Process Analysis and Improvement

Software Selection

- Feature / Function Requirements Definition
- Implementation Risk Assessment
- Change Management
- RFP Development
- Vendor Analysis and Evaluation
- Demonstration Facilitation
- Contract Review and Negotiation
- Implementation Project Management
- Ad Hoc Report-Writing Assistance

ECMS

- Assessment
- Business Process Review
- System Selection
- Planning
- Implementation Oversight

Telecommunications Consulting

- VoIP Readiness Review
- Systems Evaluation, Design, Specification, and RFP Development
- Bill Audits (Cost Analysis and Negotiation)
- Telecom Expense Management (TEM)
- Credit / Refund Requests
- Strategic Planning
- Project Management
- Carrier Services Cost Analysis
- Operational and Workflow Review
- System Selection and Contract Negotiation

GIS

- Assessment and Planning
- Design
- Data Management
- Development
- Mapping

IT Infrastructure

Networking and Servers

- Assessment, Design, and Installation
- Replication and Redundancy Strategy
- Virtualization
- Cloud Computing
- Wireless
- Data Center Design

Disaster Recovery

- Risk Assessment and Business Impact Analysis
- Disaster Recovery Planning
- Hot-Site and Recovery Service Evaluation
- Storage Area Networking
  Backup Strategies and Design

Cybersecurity

- Assessment and Planning
- Applications and Hardware Security
- Cybersecurity Review
- Security Policy and Control Development
- Intrusion Testing
- Workshops and Training
- Compliance: NIST, NCCoE, PCI, CJIS, NEA/FERC

Structured Cabling System Design

- Assessment and Certification
- CADD Design and Layout
- RFP / Vendor Selection
- Project Management
- Documentation
- Fiber-Optic Network Design

IT Staffing/Augmentation

- IT Staffing Assessment and Operational Review
- Interim IT Management
- Virtual CIO Service
- Supplemental IT Management Staffing

IT Services and Operations

IT Technical and Managed Services

- On-Site or Remote Support
- Inventory and Licensing Management
- Network, Server, Selection, Implementation, Configuration, and Management
- Security Systems Support
- Remote Systems Monitoring

Areas of Expertise

The consultants assigned to this engagement have direct experience in a broad range of products and services.

Consultants' Collective Experience

We understand that the experience of the individual consultants is a significant factor in hiring a firm to conduct the project on your behalf. Our consultants have extensive public-sector experience in their respective careers, including projects with the following agencies:

Texas
City of Cedar Hill
City of Dallas
City of Farmers Branch
City of Hutto
City of Pflugerville
City of University Park
Corpus Christi Fire
County of Atascosa
County of Collier
County of Denton
Highland Park Police and Fire
North Texas Emergency Communicatons Center
University of Texas

Alabama
City of Pelham

Arizona
County of Maricopa

California
City of Albany
City of Azusa
City of Big Bear Lake
City of Brentwood
City of Brisbane
City of Burbank
City of Calabasas
City of Camarillo
City of Carlsbad
City of Chico
City of Chino
City of Clovis
City of Colton
City of Corona
City of Coronado
City of Downey
City of Dublin
City of Escondido
City of Foster City
City of Glendora
City of Healdsburg
City of Hemet
City of La Habra
City of La Puente
City of Laguna Niguel
City of Larkspur
City of Lathrop
City of Lomita
City of Menlo Park
City of Mission Viejo
City of Montclair
City of Murrieta
City of Pacifica
City of Pacific Grove
City of Palm Desert
City of Palmdale
City of Piedmont
City of Pismo Beach
City of Port Hueneme
City of Rancho Cucamonga
City of Rancho Mirage
City of Redlands
City of Rialto
City of Rohnert Park
City of Rosemead
City of Sacramento
City of San Clemente
City of San Gabriel
City of San Jacinto
City of San Pablo
City of San Rafael
City of Seal Beach
City of Sierra Madre
City of Simi Valley
City of South Gate
City of South Pasadena
City of South San Francisco
City of Tustin
City of Upland
City of Vacaville
City of West Covina
County of Butte
County of Mariposa
County of Mendocino
County of Riverside
County of San Bernardino
County of Tuolumne
County of Yolo
Town of Danville
Town of Hillsborough
Town of Truckee
Town of Yucca Valley
CA-NV American Water Works Association
Castaic Lake Water Agency
Castro Valley Sanitary District
Cucamonga Valley Water District
Glendale Water and Power
Hayward Area Recreation and Park District
Irvine Unified School District
Jurupa Community Services District
Livermore Area Recreation and Park District
Midpeninsula Regional Open Space District
Newhall County Water District
Piedmont Police and Fire
Ramona Municipal Water District
Rincon del Diablo Municipal Water District
Rosamond Community Services District
San Bernardino Municipal Water
San Mateo Fire District
San Marino Unified School District
Southern California Coastal Water Research
Sweetwater Authority
Walnut Valley Water District
West County Waste Water District
Western Municipal Water District
Colton Joint Unified School District
Irvine Unified School District
Lake Elsinore Unified School District
Menifee Unified School District
Mesa Water District
Mountain View School District
Romoland School District
West Covina Unified School District
Ohlone Community College
San Jose Community College
University of California Berkeley
University of California San Francisco
UCSF Medical Center
Stanislaus Council of Governments
Mechoopda Indian Tribe

Connecticut
City of Bristol
City of New Haven
Groton Police and Communications Dispatch
Town of Groton

Florida
City of Cape Coral
City of Deerfield Beach
City of Dunedin
City of Fort Lauderdale
City of Pompano Beach
City of Port St. Lucie
City of Riviera Beach

Idaho
City of Sandpoint

Illinois
City of Bloomington
City of Champaign
City of Countryside
City of Crystal Lake
City of Highland Park
City of Joliet
City of Lake Forest
City of Moline
City of Morton Grove
City of Naperville
City of Oakbrook Terrace
City of Orland Park
City of Prospect Heights
City of Rockford
City of Rock Island
City of St. Charles
City of Waukegan
City of Wood Dale
County of DuPage County
County of Peoria County
County of Sangamon County
County of Winnebago County
Village of Arlington Heights
Village of Cary
Village of Glencoe
Village of Kenilworth
Village of Lake Barrington
Village of Libertyville
Village of Lincolnwood
Village of Matteson
Village of Norridge
Village of Northbrook
Village of Northfield
Village of Oak Brook
Village of Oak Park
Village of Oswego
Village of Palos Park
Village of River Forest
Village of Riverside
Village of Westmont
Village of Wheeling
DuPage County Health Dept.
Batavia Public School District
Central Community Unit School District 301
Champaign County Forest Preserve District
Civitas Schools
Community High School District 99
Community Unit High School District 205
Community Unit School District 300
Community Unit School District 308
Consolidated High School District 230
Consolidated School District
Gower School District
Hampton School District 29
Harlem School District 122
Harrison School District 36
Harvard Community Unit School District
Harvey School District 152
Hinsdale Township High School District 86
Indian Prairie Community Unit School District 204
J. Sterling Morton High School District 201
Lake Zurich Community Unit School District 95
Mount Prospect School District 57
Naperville Community Unit School District 203
Naperville Park District
Norridge Park District
Oswego School District 308
Pace Suburban Bus Division
Park Ridge Schools
Port Byron Central School District
Posen-Robbins SD 143.5
Prospect Heights School District
Riverside Public School District 96
Rockford Public Library
Rock River Water Reclamation District
Sherrard Community Schools
St. Charles School District
Sunset Ridge School District
Township High School District 214
Wheaton-Warrenville School District 200
Winnetka Public Schools District 36
Lake Forest College
Lincolnwood Public Library
Oak Park Library
Oswego Library District
Park District of Highland Park

Indiana
The University of Notre Dame
Indianapolis Public Library
Indianapolis Public Schools

Iowa
City of Ankeny
City of Bettendorf
City of Burlington
City of Cedar Rapids
City of New Hampton
City of West Des Moines
County of Johnson
County of Linn
State of Iowa
Burlington Community School District
Cedar Rapids Community School District
Davenport School District
Diocese of Davenport Catholic Schools
Dubuque Community School District
Knoxville Community School District
Mason City School District
North Scott School District
Des Moines Area Community College
Cedar Falls Utilities

Kansas
City of Shawnee

Michigan
University of Michigan
Lake Superior State University

Minnesota
County of Anoka

Nevada
County of Nye
Town of Pahrump

New York
City of Batavia
Village of Ossining

North Carolina
City of Burlington
City of Gastonia
City of High Point
City of Kinston
City of Mount Airy
City of Salisbury
Arc of Stanley County
County of Buncombe
County of Cabarrus
County of Davie
County of Orange
St. Augustine College
Wake Forest University
Eastern Band of Cherokee Indians
Salisbury Rowan Utilities

Ohio
County of Cuyahoga
County of Montgomery

South Dakota
Rapid City Area Schools

Utah
Washington County School District

Virginia
Commonwealth of Virginia
City of Manassas Park

Wisconsin
City of Appleton
City of Brookfield
City of Eau Claire
City of Wauwatosa
City of West Allis
County of Brown
County of Kenosha
County of Milwaukee
County of Waukesha
HIDTA Milwaukee
Diocese of Madison Catholic Schools
Madison School District
Shorewood School District
Whitnall School District
West Allis School District

Project Description and Scope of Services

Project Background and Understanding

The City of Sherman is seeking consultant advisory services to assess the functionality needs and gaps associated with the existing work orders/asset management system. The City is seeking a consulting project team to recommend either improving or replacing the existing system.

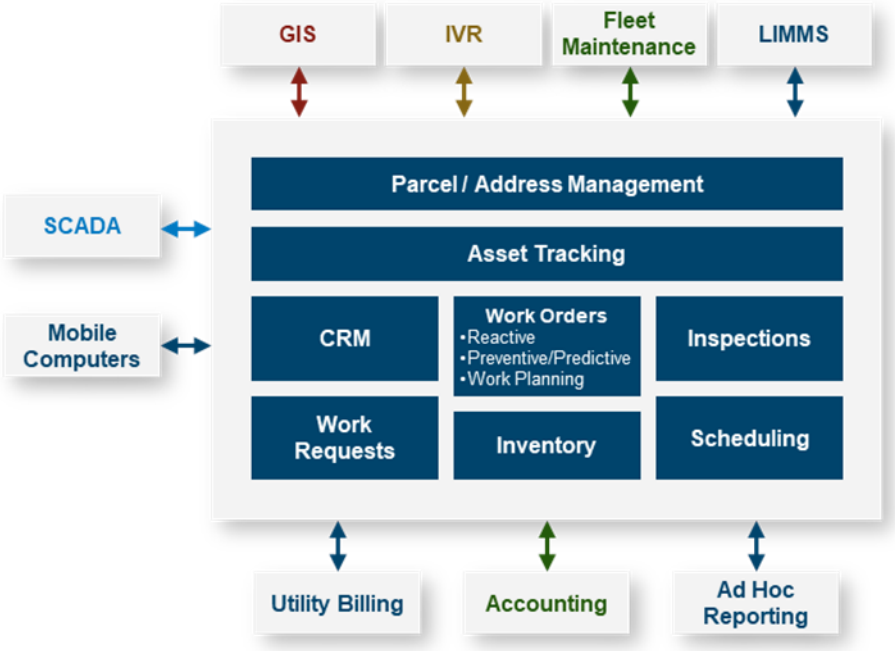
Project Objectives

1. Perform analysis of the existing functionality needs and identify gaps with the existing system.
2. Focus on the use of industry best business practices.
3. Complete a successful analysis on time and within budget.

CMMS Selection Scope

Maintenance and Asset Management Functionalities

- Work Requests
- Inspections/Condition Assessment
- Work Orders
- Preventative/Predictive Maintenance
- Facilities Maintenance
- Asset Tracking
- Warehouse Inventory
- GIS Integration
- Report Writing



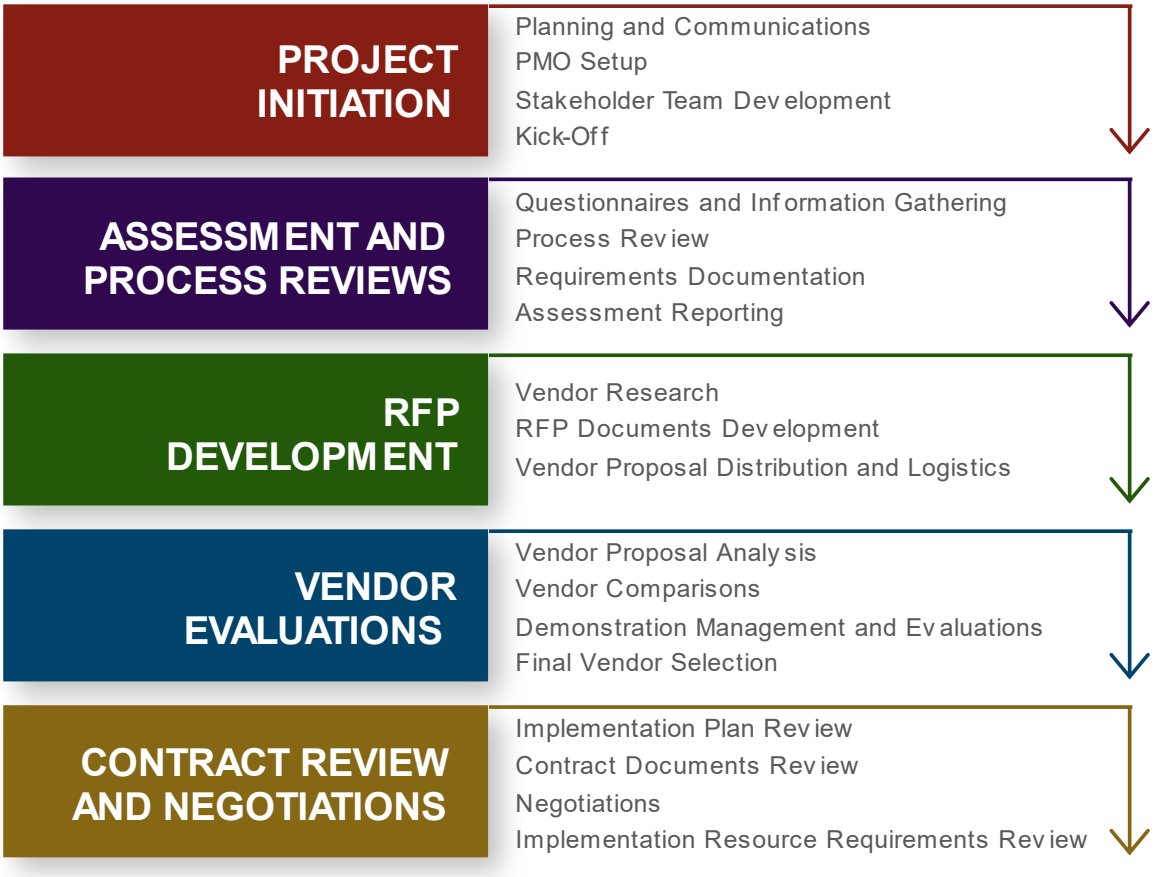
Agency Functional Areas

- Streets
- Water Treatment
- Water Distribution
- Wastewater Collection
- Wastewater Treatment
- Administration
- Finance
- Information Technology

Methodology

Implementing modern enterprise application systems is essential to any Digital Transformation Strategy. Application system improvements start with business process analysis to streamline and eliminate manual and paper-intensive processes, as well as the ability to take advantage of mobility, GPS/GIS technologies, improved data analytics and reporting, and implementing citizen interaction technologies wherever possible.

Our collaborative approach to software needs assessment, process review, and selection projects shapes and develops our recommendations and approach, enabling us to tailor each step to fit our clients' unique needs and specifications. We view this as a partnership with the City to improve the enterprise application environment.



Project Coordination and Management

Project Management

We will work with the City Project Manager to finalize the project work plan and timelines and arrange communications, logistics, and support. We also provide ongoing project coordination and status updates.

Phase 1: Project Initiation

Project Kick-Off and Project Team Development

We conduct a formal Kick-Off Meeting and then work with the Project Manager from the organization to finalize the Project Charter, Communications Plan, and the makeup of the Project Team (Project Management Office or PMO). PMO is a Project Management Institute best practice.

Stakeholder Groups Development

We also assist in developing stakeholder teams by functional area according to enterprise application management and support best practices. These functional teams identify process owners, power users, users with analyst and ad hoc report-writer skills, functional leads, and other cross-functional project team members. This is critical to defining roles and responsibilities and engaging departments so they take an active ownership role in their business processes and the new system that will become the backbone of those processes.

Phase 2: Assessment and Business Process Reviews

We utilize a collaborative approach to perform the assessment and determine the needs and requirements of the City. In this process, engaging end-users, support staff, management, and elected officials (if requested) ensures everyone has an active role in identifying the unique requirements of the City. This results in enhancing user and management buy-in, which is critical to the success of an implementation project.

Information Requests and Background Analysis

We obtain and analyze the following background information, as available:

- Organization charts
- Documented processes
- Key reports
- Forms and correspondence
- All utilized software and systems
- All utilized software and systems interfacing with other functions
- Other applicable information

Business Process Review and Requirements Interview Workshops

We meet with the Module Stakeholder Teams to review existing manual and automated systems and operations, including any custom-developed workaround systems and processes, in order to identify and uncover current and future needs. Our scope includes process reviews of As-Is and To-Be functionality, with deliverables focusing on feature/function requirements of the replacement system for inclusion in an RFP process.

System Requirements Documentation

We review information gathered during the interview process and develop specifications for all functional and data system requirements (features/functions). Most deliverables will be provided in MS Word, Excel, and PowerPoint. We will ask the Core Project Team to review and suggest modifications to all our deliverables throughout the project. All final deliverables will be a collaboration between ClientFirst and the Core Project Team through workshop reviews, prioritization, document edit suggestions, and final decisions on recommendations.

Phase 3 - Develop Request for Proposals (RFP)

RFP Related Information

We will provide information that the Purchasing Department can consider incorporating in the RFP they are developing, including:

- Bids Management software feature/function requirements
- Purchasing Department average processing volumes
- Data conversion requirements
- Third-party interface/integration requirements
- Other application considerations

Issue RFP and Facilitate Vendor Response Activities

We assist in communicating with vendors according to appropriate procurement requirements during the preparation of their proposals. Written questions and answers are utilized to answer questions and respond to information requests.

Phase 4 - Vendor Proposal Evaluations

Vendor Proposal Evaluations

We obtain any additional information necessary to analyze and evaluate proposal responses. This ensures that vendors can provide the desired services. We will provide a Summary Vendor Proposal Analysis. We also work with the module/functional area teams to review the software vendors' noncompliant feature/function responses and the negative impact they will have on actual business operations. Prioritizing the vendor's weaknesses at this level differentiates the vendor's ability to be a close fit for the agency's desired process improvements.

Analysis Results Workshop

ClientFirst conducts a workshop, including an analysis of the vendor responses with the Core Project Team and Module Stakeholder Team leads. The analysis will include vendor side-by-side comparisons of functionality, customer base, references, technology, and pricing.

Develop Demonstration Documents

We prepare agendas with guides ("scripts") for vendor demonstrations to be sent to the vendor for their preparation. We will assist the City in preparing additional examples and scripts where necessary.

Reference and Site-Visit Forms Preparation

We prepare forms to be used by Project Team members to conduct finalist reference checks and prepare a Site-Visit Form for City personnel to use during the site visit(s).

Facilitate Vendor Demonstrations

The software demonstrations should ensure that all key and pertinent requirements defined by the organization are addressed.

The organization's personnel will evaluate the vendor demonstrations using Demonstration Evaluation Forms. These forms use a rating system to assist with the comparison of vendors. These forms also assist in identifying the specific strengths and weaknesses of each vendor from the agency's staff perspective.

Post-Demonstration Reference Checks, Site Visits, and Due Diligence/Follow-Up

We assist with the due diligence of the vendor finalist, including the management of post-demonstration follow-up issues, as needed. Follow-up issues may include, but are not limited to:

- Memoranda regarding follow-up requirements
- Vendor communications
- Conversion and potential modification issues
- Facilitation of additional demonstrations
- Reviewing hardware requirements
- Site-visit preparation assistance and site-visit checklists

Facilitate Final Vendor Selection

ClientFirst conducts a meeting with the City's Project Team to facilitate discussion and finalize the vendor selection. The Vendor Demonstration Evaluations, combined with additional analysis and potential risk issues, will be used to facilitate finalist selection.

Phase 5 - Implementation Plan Review Contract Negotiations

Implementation Plan (SOW) Review

We work with the agency and vendor to review the statement of work (SOW), which includes the implementation plan, project management team, resource requirements, vendor-versus-agency staff responsibilities, and timelines.

Contract Review and Negotiation Assistance

ClientFirst assists with contract review and negotiation assistance (in a non-legal capacity). We assume contract review and negotiations with a single primary vendor. Additional required and/or requested hours will be billed on a preapproved, time-and-materials basis.

Work Plan and Fees

Work Plan

The following work plan outlines the project steps, the hours to be devoted by project team members, and an estimated timeline. The timeline starts on the date of the Kick-Off Meeting.

Step	CMMS Software Selection Assistance	Total Billable Hours	David	Jamie
Project Coordination and Management				
1	**Project Coordination and Management** - Work with the City Project Manager to finalize the project work plan and timelines and arrange communications, logistics, and support. Schedule various meetings with personnel from each functional area to review and discuss existing and future information system needs. Provide ongoing project coordination and status updates.	36	12	24
	Act as a liaison between the executive stakeholder team, project team, vendor(s), and City staff.			
	Develop and manage a comprehensive project plan detailing project stages, milestones, and resources.			
	Manage the Change Management Process with oversight from the City Project Manager.			
	Develop consultant communications and plan and provide monthly executive/project status reports, including decisions, issues, and action items.			
Phase 1 - Project Initiation				
2	**Project Initiation and Kick-Off** - Work with the City Project Lead and Coordinator to finalize the makeup of the Project Team and document required roles and responsibilities. This will include the following steps:	6	2	4
	Conduct a formal Kick-Off Meeting to officially start the project and provide an overview of the project to Project Team members, City stakeholders, and other engagement participants.			
	Project Team organization includes setting up a PMO office, per Project Management Institute best practices.			
3	**Project Team Development** - Develop module and functional-area teams based on Enterprise Application Management and Support Best Practices. These teams will also be utilized during implementation.	8	2	6
	We will educate Project Team members and stakeholders on defined roles and responsibilities. This will be facilitated through the completion of forms for use in on-site workshops, including background concepts, instructions, and finalization of a roles and responsibilities matrix by functional area.			
	Streets			
	Water Treatment			
	Water Distribution			
	Wastewater Collection			
	Wastewater Treatment			
	Administration			
	Finance			

Step	CMMS Software Selection Assistance	Total Billable Hours	David	Jamie
	Information Technology			
Phase 2 - Assessment and Process Reviews				
3	**Needs Assessment Questionnaires/Information Requests** - Develop an assessment questionnaire and information requests related to existing and future information system needs to be used during the discovery process with staff. The questionnaire results will be utilized to guide the business process reviews by module, including automating manual processes, streamlining others, improving integrations, and identifying unmet reporting needs.	4		4
	Module/Functional Area Team Questionnaire Completion and Information Gathering - City Application Support to facilitate questionnaire completion workshops with module/functional area teams. Approximately one hour each.		City Staff	City Staff
4	**Information and Background and Analysis** - Obtain and analyze background information, including internal questionnaires and surveys.	10	6	4
5	**Business Process Review and Requirements Workshops** - Meet with module teams to review existing manual and automated systems and operations, including any custom-developed workaround systems or processes. Change management and best practices for vendor selection and implementation preparation will be addressed throughout all workshops. Workshops will also identify deficiencies in current process and establish expectations or improved design and efficiencies in a modern CMMS solution.			
	Enterprise Asset Management			
	Work Orders (Maintenance Management)			
	Preventive Maintenance			
	Inventory Management			
	Infrastructure Asset Tracking			
	Streets	4	2	2
	Water Treatment	4	2	2
	Water Distribution	4	2	2
	Wastewater Collection	4	2	2
	Wastewater Treatment	4	2	2
	Administration	4	2	2
	Finance	4	2	2
	Information Technology	4	2	2
	Integrations/Interfaces and Conversion Requirements	6	2	4
6	**System Requirements Documentation** - Review information gathered during the process reviews and develop system requirement specifications.	38	6	32
7	**System Requirements and Documentation Revisions** - Incorporate and revise the process review and requirements specification documents by incorporating feedback from the organization, following the organization's review of materials.	14	2	12

Step	CMMS Software Selection Assistance	Total Billable Hours	David	Jamie
Phase 3 - Develop Request for Proposals (RFP)				
8	**Preliminary Vendor Communication/Research** - In the preliminary vendor communication/research, we will prepare a list of pre-screened information system vendors and their contact information based on the assessment process and new system requirements. Our objective will be to identify vendors specializing in government agencies that have applications for future needs that are already in use in the industry.	4		4
9	**Develop Request for Proposals (RFP) Documents** - We will prepare draft Request for Proposal (RFP) documents with Electronic Response Forms. Assumes a single RFP and process for all software modules. City responsible for RFP finalization and distribution. Additional RFPs will require a change order. RFP will include, but will not be limited to, the following:	14	2	12
	Formatted to receive proposals for SaaS/cloud and on-premise proposal options, including required infrastructure of each option (new system hardware, network, system software, and workstation requirements)		Included	Included
	Detailed implementation service requirements		Included	Included
	Migration or conversion from existing to new system (cost and timeline)		Included	Included
	Review of system and technical specifications		Included	Included
	Training cost and schedule		Included	Included
	Implementation estimated costs and timelines		Included	Included
10	**RFP Issuance and Facilitate Vendor Response Activities** - Assist the City in issuing the RFP, and facilitate pre-proposal vendor response activities, including:	4	2	2
	Manage vendor questions and answers during established proposal response timelines.		Included	Included
	If necessary, assist with required RFP addenda.		Included	Included
Phase 4 - Vendor Proposal Evaluation and Finalist Vendor Selection				
11	**Vendor Proposal Evaluations** - Analyze and evaluate proposal responses. Provide an initial Summary Vendor Comparison Worksheet and Vendor Executive Summary Analysis Memorandum.	24	4	20
12	**Vendor Analysis Workshop to Determine Vendor Finalists (Shortlist)** - Conduct an analysis results workshop that includes the review of the Vendor Comparison Worksheet and Vendor Executive Summary Analysis. We will use a Finalist Decision Guide to conduct this workshop and determine a vendor shortlist.	2		2
13	**Develop Demonstration Documents, Agenda, and Coordination** - Develop demonstration documents, including preparing an agenda and demonstration scripts or guides for vendor demonstrations. These will be sent to vendor finalists for their advance preparation. Also, prepare Vendor Demonstration Evaluation Forms for use by all participating City staff during demonstration sessions. We will also prepare a form to be used by Project Team members to conduct finalist reference checks and/or calls and prepare a Site-Visit Form for City personnel to use during site visit(s).	14	2	12

Step	CMMS Software Selection Assistance	Total Billable Hours	David	Jamie
14	**Facilitate Vendor Demonstrations** - Assist the City in scheduling demonstration dates and facilitate initial vendor demonstrations to ensure pertinent requirements are addressed. City personnel will evaluate vendor demonstrations using Demonstration Evaluation Forms. These forms use a rating system to assist with the comparison of vendors. Hours estimate based on three vendors at 1.5 days each. Additional vendor demonstration assistance will require a change order and will be billed on a pre-approved time-and-materials basis.	52	12	40
15	**Post Demonstration/Visit/Reference Check Due Diligence and Follow-Up** - Assist with additional finalist vendor(s) follow-up issues and due diligence. This may include additional demonstrations, Q&A facilitation, reference checking, site-visit assistance, etc. Additional required and/or requested hours will be billed on a pre-approved time-and-materials basis.	20	8	12
16	**Facilitate Final Vendor Selection** - Conduct a meeting with the City's Project Team to facilitate discussion and finalize the vendor selection. The Vendor Demonstration Evaluations, in combination with additional due diligence analysis, will be used to facilitate the selection of a finalist.	4	2	2
Phase 5 - Implementation Plan Review Contract Negotiations				
17	**Implementation Plan (SOW) Review -** Work with the City and the selected vendor to review and finalize Statement of Work, Implementation Schedule/Plan, Project Management Office, resource requirements, and timelines.	4		4
18	**Contract Review and Negotiation Assistance** - Assist with contract review and negotiation assistance (in a non-legal capacity). Assumes contract review and negotiations with a single primary vendor. Additional required and/or requested hours will be billed on a pre-approved time-and-materials basis.	20	2	18
	Hours	316	82	234

Fees

Our professional fees are based on the scope and approach outlined in this proposal, plus expenses on a time-and-materials basis. Our standard billing rates for these types of services reflect the levels and skill sets of the consultant(s) assigned to specific aspects of the project. We will not exceed the estimated project amount without the City's prior written authorization.

CMMS Software Selection Assistance	Total Billable Hours	David	Jamie
Hours	316	82	234
Rates		$ 235	$ 215
Average Hourly Rate	$ 220		
Fees	$ 69,580		
Travel and Related Expenses (not to exceed 14%)	N/A		
Subtotal	**$ 69,580**		

Note: Our TIPS Co-op Assignment Vendor contract number is 230601 Consulting and Other Related Services – Expires June 27, 2028.

Project Start

We can begin the initial activities related to this project, such as project coordination and scheduling, within 1-2 weeks of finalizing an agreement regarding this proposal.

Scope Changes and Management

Alternative scope changes and fee adjustments are possible and are dependent on specific project needs and staff resources and capabilities. Minor changes to the scope and methodology stated above will not result in a change in our fees.

If the nature or scope of our work should change significantly during the project, we will discuss such matters and their effect on our fees and obtain written approval before proceeding.

Payment Terms

We invoice monthly as work proceeds. ClientFirst will provide detailed accounting of all consulting time and expenses on the invoice. Payments are due within 30 days of receipt via check or ACH.

Additional Services/Purchases by Other Seeking Public Agencies

ClientFirst acknowledges that other public agencies may seek to "piggyback" under the same terms and conditions of a resulting similar services contract and/or purchases being offered in this contract or proposal. ClientFirst has the option to agree or disagree to allow contract piggybacks on a case-by-case basis. ClientFirst agrees to extend the same pricing, terms, and conditions as stated in this contract or proposal to each and every political entity, special district, and related non-profit. It is understood that other entities shall make purchases in their own name, make payments, and be liable directly to ClientFirst. The agency shall in no way be involved or responsible to ClientFirst for other entities' purchases.

References

Denton County

701 Kimberly Drive, Denton, TX 76208

Kevin Carr, Chief Information Officer **940.349.4500**

kevin.carr@dentoncounty.com

City of Carlsbad

1635 Faraday Ave., Carlsbad, CA 92008

Greg MacLellan, Senior Business Systems Specialist/ Public Work IT **442.339.2327**

greg.maclellan@carlsbadca.gov

Doug Kappel, Enterprise Applications Manager **760.602.2791**

doug.kappel@carlsbadca.gov

Maria Callandar, IT Director **760.602.2454**

maria.callander@carlsbadca.gov

City of Simi Valley

2929 Tapo Canyon Road, Simi Valley, CA 93063

Garry Boswell, Director Information Systems **805.583.6330**

gboswell@simivalley.org

Appendix 1 – Case Studies

The following case studies are California agencies that ClientFirst has worked with to digitally transform their technology environments. These case studies began with Technology Master Planning. The cities' technology governance and commitment at all levels, including their city councils, has since resulted in significant digital transformation that has improved internal business department process, management decision-making, transparency, citizen services, and citizen engagement. Also provided separately is a sample Information Technology Plan recently completed for another California municipality.

Mendocino County

Project Background

ClientFirst started with a County-wide Technology Master Plan and Roadmap to digitally transform the County and its operations. Other following projects have included:

- ERP Business Process Review and Improvements
- Tax Billing and Assessment Implementation Project Management
- Justice Software Implementation Management
- Software vendor contract negotiations – multiple systems
- Procurement Business Process Review and Improvements
- Budgeting Process Improvements
- Cannabis Permit and Licensing Process Improvements Efficiency Study
- Technology Plan development and funding
- Technology Plan management and semi-annual plan updates in conjunction with mid-year and annual Board of Supervisors budget workshops
- Initial risk mitigation projects to increase resiliency of critical systems
- Emergency Operations Center redesign and refresh of EOC technology and equipment (Phase 1 & 2)
- Public Safety Cabling and Fiber Optic Improvements
- Public Safety and Radio Data Center Space Planning
- Detailed public safety County-wide radio assessment, cost analysis, and successful funding request
- Fiber Optic Systems Upgrades
- Point Arena Radio & Microwave Project Management (Improved Public Safety Radio Resiliency)
- County-Wide Radio and Broadband Upgrade Project Management
- Property Tax System Assessment and Project Restart
- Property Tax System Implementation Oversight
- Cannabis Permits & License Business Process Review and Improvements
- Cannabis E-Permitting
- Cybersecurity Roadmap and Board Presentation
- Network Upgrade RFP & Project Management Assistance
- IT Strategic Advisory Services
- IT staffing and staff roadmap to support digital transformation and Board goal of increased efficiency

Description of Services Performed and Outcomes

ClientFirst was initially engaged to develop a multi-year Technology Master Plan and Roadmap. The initial five-year plan is budgeted at over $20 million. The initial assessment also uncovered several high-risk areas. County management placed the project on hold but immediately allocated $605K to mitigate many of those high-risk items. ClientFirst provided oversight and project management services for the implementation of these risk mitigation measures. The Board appropriated $1MM for Phase 1 projects and has subsequently appropriated over $1MM every six months for additional project work. ClientFirst provides oversight for approximately twenty-five Technology Master Plan projects. ClientFirst is also managing the Master Plan budget and project portfolio, with project additions and subtractions based on Board and Executive Office priorities.

In addition to managing the Technology Master Plan, ClientFirst provides detailed project management and vendor selection assistance for a wide range of projects. Implementation assistance is provided to augment staff for critical or high-profile projects such as E-Permitting (now implemented for about 65% of permit types), Cannabis business process improvements, public safety and emergency operations projects, preparations and replacement of a fragile end-of-life tax system, and others.

Also, ClientFirst and Mendocino County jointly presented at the California Society of Municipal Finance Officers (CSMFO) on process improvements resulting from these digital transforming projects.

City of Piedmont

Project Background

ClientFirst started with a citywide Technology Master Plan and have continued to assist the City to digitally transform the City and City operations. Projects have included:

- ERP software selection and business process improvements analysis
- ERP software implementation project management
- Land Management Assessment & Improvement Plan
- Ongoing Land Management process improvements and systems maintenance
- Public Safety Scheduling and Time and Attendance Selection and Implementation Project Management
- Technology Plan development and successful funding
- Technology Plan management, annual plan updates, and Council updates on status of plan
- Fiber optic systems upgrades
- Ongoing Technology Governance Committee participation as their senior IT advisor
- CAD/RMS vendor strategy and roadmap upgrade
- Wide area network improvements
- Initial IoT wireless network deployment
- Cloud computing strategy analysis
- Public Safety Verizon Private Cloud analysis, implementation, and resiliency
- Cybersecurity Incident Response
- Telecommunications System Design and Procurement Management
- Website constituent survey, redesign, and social media rollout
- Coordination of 5G cellular tower including Council briefings
- Cybersecurity improvement and roadmap, and Cybersecurity Council briefings
- Hyperconverged system selection and project oversight

Description of Services Performed and Outcomes

Digital transformation has been a key strategy of the City of Piedmont's Council. This was initiated with the selection of ClientFirst to develop a Technology Strategic Plan in conjunction with a Citizen Advisory Committee. Unsurprisingly, as a bay area community, the Citizen Advisory Committee has strong technologists, including the first US employee of Skype (now an "angel investor"). ClientFirst collaborated with the Citizen Advisory Committee to develop and prioritize the Plan and then jointly presented the Plan and budget to Council. ClientFirst continues to oversee implementation of the plan as the City's technology advisor, presenting ongoing updates to Council.

ClientFirst is also the primary technology consultant for the City, assisting with the implementation of recommended initiatives, including best practices, departmental applications, smart technologies, civic engagement, IT infrastructure, day-to-day IT staffing and operations, cybersecurity, and communications.

Before the plan, the City's overall systems were largely siloed, legacy, and end-of-life. Some previously implemented systems were implemented in a manner that provided little opportunity to take advantage of the improved technology. Automation was limited and resident services were mostly manual, with limited use of technology to automate business processes. Overuse of shadow systems and manual processes was still the norm.

City of Rancho Mirage

Project Background

ClientFirst started with a citywide Technology Master Plan. We also jointly presented these transformation efforts at the annual California Society of Municipal Finance Officers (CSMFO) conference. Also, see attached published article on the City's digital transformation efforts, *City of Rancho Mirage Published Digital Transformation Article*.

Other following projects have included:

- Enterprise Software Needs Assessment
- ERP Selection and Contract Negotiations
- EDMS Needs Assessment Services
- Technology Master Planning
- IT Organization Improvement Assistance
- Audio Visual System Design, RFP, and Implementation Oversight
- Contract Management Process Review and Improvements
- Disaster Recovery Planning Services
- Cybersecurity Assessment and Risk Mitigation
- Electronic Mail Implementation Consulting Services
- IT Management Mentoring and Advisory Services
- Wireless Network Design – Amphitheater, Library, Park Spaces
- Network Improvement Vendor Procurement
- Work Order/Asset Management Preliminary Assessment

Description of Services Performed and Outcomes

ClientFirst developed a Technology Master Plan to address City's desire to integrate and automate business applications in a secure manner. This project included working with ongoing City Council sub-committee. ClientFirst presented the Plan to Council, and Council approved funding of the plan in its entirety. ClientFirst worked with City staff to upgrade technology infrastructure, resident connectedness, and applications improvement and integration. The Master Plan also included a comprehensive analysis of the IT human resources to ensure the City had the resources to maintain existing technology, implement new technology projects, and maintain the environment that would be put in place as part of the implementation of the Technology Master Plan. A significant piece of the future IT organizational structure included an increase in business analyst talent to help implement and support critical enterprise applications.

ClientFirst assisted with the ERP system selection, which was concluded on time and within budget. Departmental assistance was also provided for the selection of a new Contract Administration system.

Technical assistance was provided for the development of a Disaster Recovery Plan. ClientFirst worked with Departments to develop a prioritized recovery plan that met the needs of the City.

Appendix 2 – City of Rancho Mirage Published Digital Transformation Article

ClientFirst has assisted the City of Rancho Mirage with various Technology Projects starting with a citywide Technology Master Plan and Roadmap to digitally transform the City and its operations. The following article was published by the City to showcase these digital transformation improvements. ClientFirst also jointly presented these transformation efforts at the annual California Society of Municipal Finance Officers (CSMFO) conference.

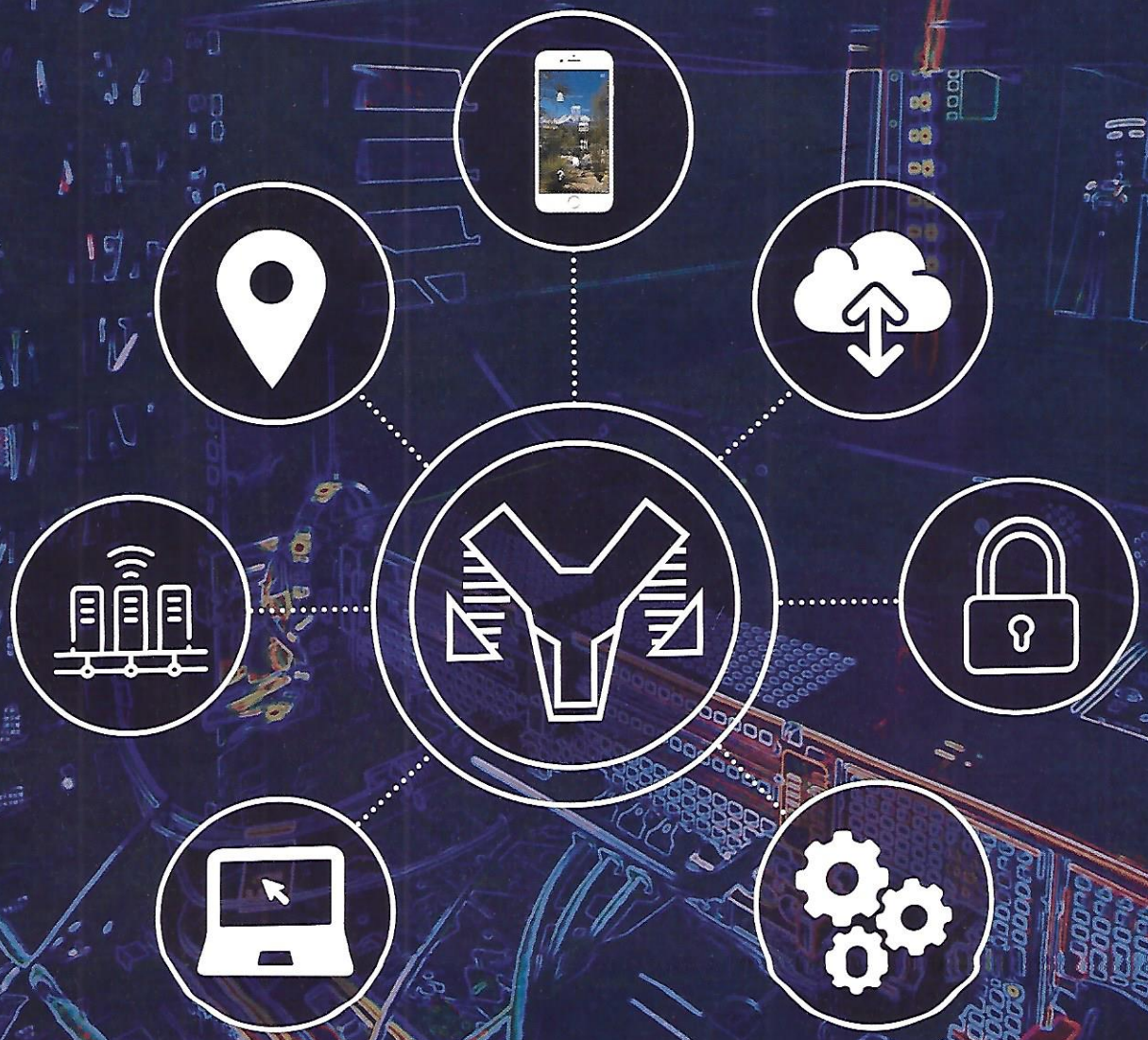
R/M/INSIDER

Fall 2018 / Official publication of the City of RANCHO MIRAGE, California

Staying Connected

Rancho Mirage Moves Forward With Master IT Plan

by June Allan Corrigan



Technology

– what would we do without it? Now deeply ingrained in our culture, it enables us to access information with a mere swipe or tap. It streamlines an infinite number of once onerous tasks. Still, in spite of the obvious advantages, many people would counter there's a definite yin-yang element to proceedings. As our dependency on technology only continues to increase, so does the specter of irretrievable data loss, not to mention the very real dangers of cybercrime. Never one to be left behind, the City of Rancho Mirage is committed to staying up-to-date with current technological advances. Yet it does so with mindful intent — the same way the City approaches every endeavor it undertakes. You can rest assured that with every technological step forward the City safeguards the preservation of the personal approach to customer service, never losing sight of the value of in-person communication.

Careful Planning

In 2015, the City of Rancho Mirage retained the services of a leading technology consulting group that specializes in government. A team of professionals came in and analyzed the state of technology in the City as a whole. Their focus included examining existing hardware and network infrastructure, applications, and business systems — all in a bid to improve information technology (IT) environments so they can better serve the needs of the City. The consultants identified, prioritized, and recommended projects the City should embark upon, and they consolidated all of their findings in a five-year IT Master Plan.

One phase of the five-year IT Master Plan destined to positively impact both City staff and residents is a new Enterprise Resource Planning (ERP) system. An ERP system aids the flow of internal business processes and allows for communication between City departments and its internal functions and data. The City of Rancho Mirage's current ERP system is 20 years old, and implementation of its new form is currently underway. The upgraded ERP system is ushering in upgrades like paperless invoicing guaranteed to significantly reduce processing time. Electronic timesheets will simplify matters for employees and the payroll department alike. Meanwhile, the City's permitting process will soon be streamlined. And citizens will be able to check a permit's status remotely and pay online.

Safe & Secure

While it is exciting to get on board with the latest technological advances, one of the City's primary concerns is keeping data secure. A significant portion of the five-year IT Master Plan centers around security systems and practices, including a disaster recovery plan designed to protect City systems and data. "We've implemented systems and multiple layers of security to protect ourselves as well as residents who share their data with us," says Jason Jaurigue, the City's Senior IT Manager. "We perform routine backup procedures so in the event something does happen, we always have a backup of our data that is secure. Additionally, everyone who works for the City has to be trained on security so it's a team effort to identify potential threats."

Government 2.0

These days it isn't enough to simply inform residents that City information is available to them. Some may be aware of the fact, others not, but the goal should always be to harness new technologies and share information in a creative way so the public can access it in whatever manner they choose. This is yet another tenet of the five-year IT Master Plan recommended for Rancho Mirage — one that will soon manifest itself in a freshly designed City website as well as the launch of a new City app! "A City app is another platform for us to communicate with our residents and visitors," City Manager Isaiah Hagerman says. "Some people may be signed up for our e-blasts, others may read the *R/M Insider* cover to cover. Some people may come to City Council meetings, others may watch RMTV. One of my goals moving forward is to always make sure we're communicating with our residents as effectively as possible."

The new City app aims to make information readily accessible to Rancho Mirage residents. "We want an app that engages the citizen so they'll know what is going on in the community," Jaurigue says. "If there's an accident or construction ahead, we want to be able to alert the community. If they want to reach out to City Councilmembers, the app will provide contact information." The app will also share highlights of City Council meetings including links to charts and graphs to better illustrate Council decisions. Of course, the app will be a perfect vehicle to get the word out about events happening around the City — whether it's Art Affaire kicking off the season in November, upcoming concerts at the outdoor amphitheater, or the wide variety of programming available at the Rancho Mirage Library & Observatory. The new, user-friendly City app will keep everyone in the loop!

Delving Deeper

The five-year IT Master Plan includes an initiative to augment the City's Geographic Information System (GIS), or mapping software. A 2016 update to the City's General Plan included the development of a Public Web App which allows residents and staff to access parcel, property, and zoning information on a GIS-based tool. Its development was the first part of a long-term strategy to make GIS technology more accessible to the public. The GIS-based tool is housed on the City's website under the Planning department. "Residents can type in their property address, zoom down to their parcel, and examine a series of layers, such as zoning and flood plain information," explains Jeremy Gleim, the City's Development Services Director.

Ongoing GIS software enhancements will benefit both City staff and residents. The City will be able to consolidate several software programs into the GIS-based format, which will enhance productivity and efficiency. "Eventually we will have a fully integrated city-wide GIS program where people can apply for building permits and other kinds of permits online. They will even be able to submit project plans online. That is the direction we're headed. These technological improvements will create a more sustainable and streamlined workflow plus increased accessibility for residents," says Gleim.

Moving forward, the City will continue to expand GIS mapping capabilities and will add layers to the map as projects allow. For example, the new and broader GIS system will be able to indicate existing as well as proposed telecommunication fiber networks around the City. "We're investing in our infrastructure. We want to be able to show our citizens and businesses coming in — this is the current fiber network in Rancho Mirage, and these are the areas where we are planning on improving coverage," says Jaurigue. "It's all about customer service and streamlining the business process by providing whatever information is needed."

A Pledge

As the City strives to implement initiatives recommended in the five-year IT Master Plan, security systems and practices will always factor prominently in proceedings. The paper trail that was emblematic of old ways of doing business is giving way to a cloud-based system. The City of Rancho Mirage is on board, considering it essential to embrace technological advances to support the work of the City and the needs of its citizens. Rest assured that as the City moves forward, it remains ever mindful of its responsibility to keep all data safe and secure.

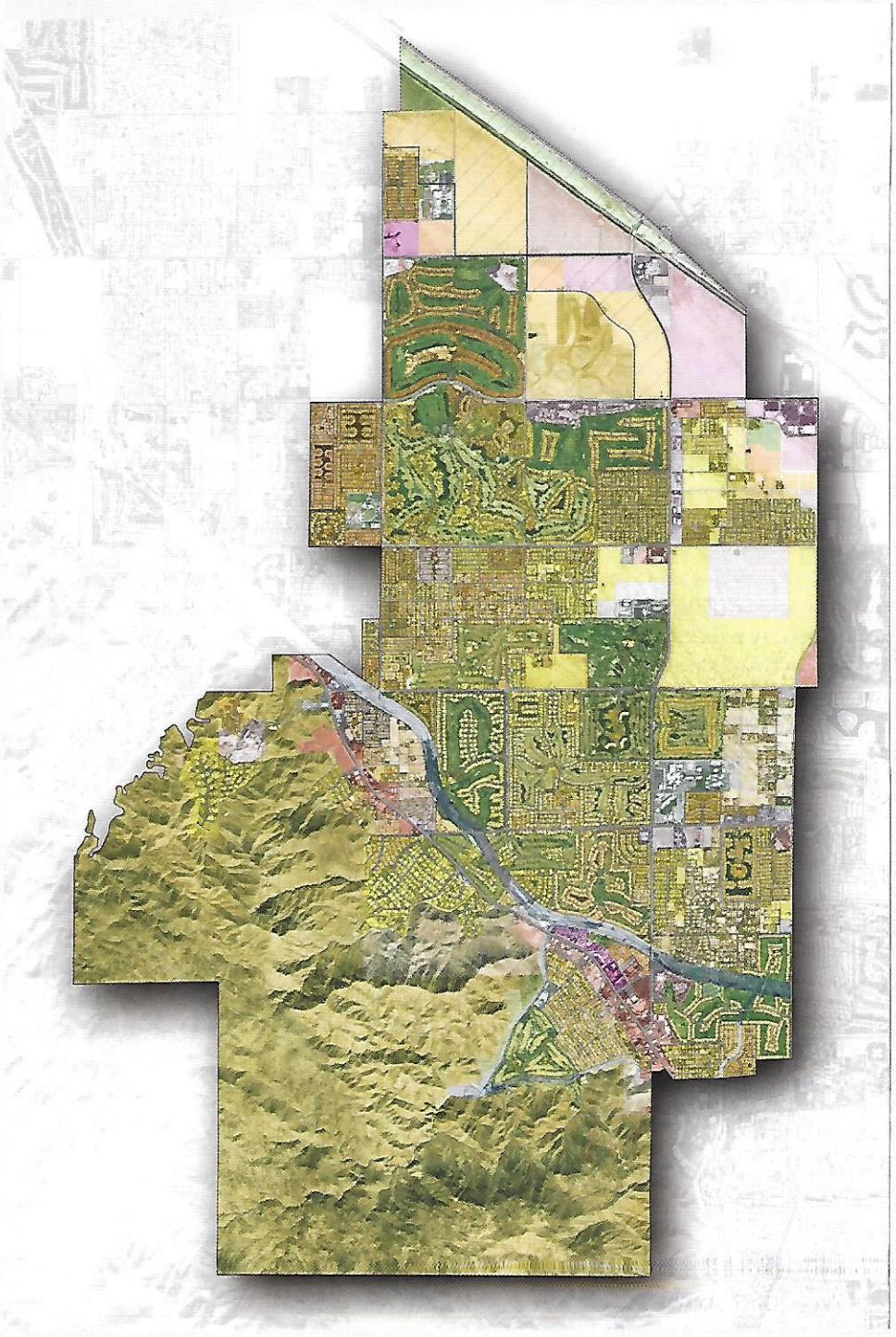


Image shows Rancho Mirage Land Use & Zoning Map, which is available on the City's new GIS-based web application.

TIPS VENDOR AGREEMENT

TIPS RFP 230601 Consulting and Other Related Services

The following Vendor Agreement ("Agreement") creates a legal agreement between The Interlocal Purchasing System ("TIPS"), a government purchasing cooperative and Department of Texas Region 8 Education Service Center and (INSERT ENTITY NAME):

ClientFirst Consulting Group, LLC

(ENTER ENTITY NAME]

its owners, agents, subsidiaries, and affiliates (together, "Vendor") (individually, "Party", and collectively the "Parties") and this agreement shall exclusively govern the contractual relationship ("Agreement") between the Parties.

TIPS, a governmental entity and a national purchasing cooperative seeks to provide a valuable and necessary solution to public entities and qualifying non-profits by performing the public procurement solicitation process and awarding compliant contracts to qualified vendors. Then, where the law of a customer's jurisdiction allows, instead of public entities and qualifying non-profits expending time, money, and resources on the extensive public procurement process, the use of TIPS allows public entities to quickly select and purchase their preferred products or services from qualified, competitively evaluated vendors through cooperative purchasing.

1. **Purpose.** The purpose of this Agreement is to identify the terms and conditions of the relationship between TIPS and Vendor. Public entities and qualifying non-profits that properly join or utilize TIPS ("TIPS Members") may elect to "piggyback" off of TIPS' procurements and agreements where the laws of their jurisdiction allow. TIPS Members are not contractual parties to this Agreement although terms and conditions of this Agreement may ensure benefits to TIPS Members.

2. **Authority.** The Parties agree that the signatories below are individual authorized to enter into this Agreement on behalf of their entity and that they are acting under due and proper authority under applicable law.

3. **Definitions.**

    a. **TIPS Pricing:** The specific pricing, discounts, and other pricing terms and incentives which Vendor submitted and TIPS approved for each respective TIPS Contract awarded to Vendor and all permissible, subsequent pricing updates submitted by Vendor and accepted by TIPS, if any.

    b. **Authorized Reseller:** A reseller or dealer authorized and added by a Vendor through their online TIPS Vendor Portal to make TIPS sales according to the terms and conditions herein.

4. **Entire Agreement.** This Agreement resulted from TIPS posting a "TIPS Solicitation" (RFP, RCSP, RFQ, or other) and Vendor submitting a proposal in response to that posted TIPS Solicitation for evaluation and award. The Parties agree that this Agreement consists of the provisions set forth herein and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to this Agreement. All documentation and information listed is hereby incorporated by reference as if set forth herein verbatim. In the event of conflict between the terms herein and one of the incorporated documents the terms and conditions herein shall control.

5. **Vendor's Specific Warranties, Terms, and License Agreements.** Because TIPS serves public entities and non-profits throughout the nation all of which are subject to specific laws and policies of their jurisdiction, as a matter of standard practice, TIPS does not typically accept a Vendor's specific "Sale Terms" (warranties, license agreements, master agreements, terms and conditions, etc.) on behalf of all TIPS Members. TIPS may permit Vendor to attach those to this Agreement to display to interested customers what terms may apply to their Supplemental Agreement with Vendor (if submitted by Vendor for that purpose). However, unless this term of the Agreement is negotiated and modified to state otherwise, those specific Sale Terms are not accepted by TIPS on behalf of all TIPS Members and each Member may choose whether to accept, negotiate, or reject those specific Sale Terms, which must be reflected in a separate agreement between Vendor and the Member in order to be effective.

6. **Vendor Identity and Contact Information.** It is Vendor's sole responsibility to ensure that all identifying vendor information (name, EIN, d/b/a's, etc.) and contact information is updated and current at all times within the TIPS eBid System and the TIPS Vendor Portal.

It is Vendor's sole responsibility to confirm that all e-correspondence issued from tips-usa.com, ionwave.net, and tipsconstruction.com to Vendor's contacts are received and are not blocked by firewall or other technology security. Failure to permit receipt of correspondence from these domains and failure to keep vendor identity and contact information current at all times during the life of the contract may cause loss of TIPS Sales, accumulating TIPS fees, missed rebid opportunities, lapse of TIPS Contract(s), and unnecessary collection or legal actions against Vendor. It is no defense to any of the foregoing or any breach of this Agreement that Vendor was not receiving TIPS' electronic communications issued by TIPS to Vendor's listed contacts.

7. **Initiation of TIPS Sales.** When a public entity initiates a purchase with Vendor, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Once verified, Vendor must include the TIPS Contract Number on all purchase communications and sales documents exchanged with the TIPS Member.

8. **TIPS Sales and Supplemental Agreements.** The terms of the specific TIPS order, including but not limited to: shipping, freight, insurance, delivery, fees, bonding, cost, delivery expectations and location, returns, refunds, terms, conditions, cancellations, order assistance, etc., shall be controlled by the purchase agreement (Purchase Order, Contract, Invoice, etc.) (hereinafter "Supplemental Agreement") entered into between the TIPS Member Customer and Vendor only. TIPS is not a party to any Supplemental Agreement. All Supplemental Agreements shall include Vendor's Name, as known to TIPS, and TIPS Contract Name and Number. Vendor accepts and understands that TIPS is not a legal party to TIPS Sales and Vendor is solely responsible for identifying fraud, mistakes, unacceptable terms, or misrepresentations for the specific order prior to accepting. Vendor agrees that any order issued from a customer to Vendor, even when processed through TIPS, constitutes a legal contract between the customer and Vendor only. When Vendor accepts or fulfills an order, even when processed through TIPS, Vendor is representing that Vendor has carefully reviewed the order for legality, authenticity, and accuracy and TIPS shall not be liable or responsible for the same. In the event of a conflict between the terms of this TIPS Vendor Agreement and those contained in any Supplemental Agreement, the provisions set forth herein shall control unless otherwise agreed to and authorized by the Parties in writing within the Supplemental Agreement.

9. **Right of Refusal.** Vendor has the right not to sell to a TIPS Member under the awarded agreement at Vendor's discretion unless otherwise required by law.

10. **Reporting TIPS Sales**. Vendor must report all TIPS Sales to TIPS. If a TIPS sale is initiated by Vendor receiving a TIPS Member's purchase order from TIPS directly, Vendor may consider that specific TIPS Sale reported. Otherwise, with the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS by either: (1) Emailing the purchase order or similar purchase document (with Vendor's Name, as known to TIPS, and the TIPS Contract Name and Number included) to TIPS at tipspo@tips-usa.com with "Confirmation Only" in the subject line of the email within three business days of Vendor's acceptance of the order, or; (2) Within 3 business days of the order being accepted by Vendor, Vendor must login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement. No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion. Please refer to the TIPS Accounting FAQ's for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com.

11. **TIPS Administration Fees.** The collection of administrative fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The administration fee ("TIPS Administration Fee") is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of the amount paid by the TIPS Member for each TIPS Sale, less shipping cost, bond cost, and taxes if applicable and identifiable, which is legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published in the corresponding solicitation and is incorporated herein by reference. TIPS Administration Fees are due to TIPS immediately upon Vendor's receipt of payment, including partial payment, for a TIPS Sale. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor's cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. Upon receipt of payment for a TIPS Sale, including partial payment (which renders TIPS Administration Fees immediately due), Vendor shall issue to TIPS the corresponding TIPS Administration Fee payment as soon as possible but not later than thirty-one calendar days following Vendor's receipt of payment. Vendor shall pay TIPS via check unless otherwise agreed to by the Parties in writing. Vendor shall include clear documentation with the issued payment dictating to which sale(s) the amount should be applied. Vendor may create a payment report within their TIPS Vendor Portal which is the preferred documentation dictating to which TIPS Sale(s) the amount should be applied. Failure to pay all TIPS Administration Fees pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion as well as the initiation of collection and legal actions by TIPS against Vendor to the extent permitted by law. Any overpayment of participation fees to TIPS by Vendor will be refunded to the Vendor within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date

that TIPS received the payment will render the overpayment non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect TIPS Administration Fees due to TIPS pursuant to this Agreement.

12. Term of the Agreement. This Agreement with TIPS is for approximately five years with a one-year, consecutive option for renewal as described herein. Renewal options are not automatic and shall only be effective if offered by TIPS at its sole discretion. If TIPS offers a renewal option, the Vendor will be notified via email issued to Vendor's then-listed Primary Contact. The renewal option shall be deemed accepted by Vendor unless Vendor notifies TIPS of its objection to the renewal option in writing and confirms receipt by TIPS.

Actual Effective Date: Agreement is effective upon signature by authorized representatives of both Parties. The Effective Date does not affect the "Term Calculation Start Date."

Term Calculation Start Date: To keep the contract term consistent for all vendors awarded under a single TIPS contract, Vendor shall calculate the foregoing term as starting on the last day of the month that "Award Notifications" are anticipated as published in the Solicitation, regardless of the actual Effective Date.

Example of Term Calculation Start Date: If the anticipated "Award Date" published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023 in this example.

Contract Expiration Date: To keep the contract term consistent for all vendors awarded under a single TIPS contract, the term expiration date shall be five-years from the Term Calculation Start Date.

Example of Contract Expiration Date: If the anticipated "Award Date" published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023 and the Contract Expiration Date of the resulting initial "five-year" term, (which is subject to an extension(s)) will be May 31, 2028 in this example.

Option(s) for Renewal: Any option(s) for renewal shall begin on the Contract Expiration Date, or the date of the expiration of the prior renewal term where applicable, and continue for the duration specified for the renewal option herein.

Example of Option(s) for Renewal: In this example, if TIPS offers a one-year renewal and the Contract Expiration Date is May 31, 2028, then the one-year renewal is effective from May 31, 2028 to May 31, 2029.

TIPS may offer to extend Vendor Agreements to the fullest extent the TIPS Solicitation resulting in this Agreement permits.

13. TIPS Pricing. Vendor agrees and understands that for each TIPS Contract that it holds, Vendor submitted, agreed to, and received TIPS' approval for specific pricing, discounts, and other pricing terms and incentives which make up Vendor's TIPS Pricing for that TIPS Contract ("TIPS Pricing"). Vendor confirms that Vendor will not add the TIPS Administration Fee as a charge or line-item in a TIPS Sale. Vendor hereby certifies that Vendor shall only offer goods and services through this TIPS Contract if those goods and services are included in or added to Vendor's TIPS Pricing and approved by TIPS. TIPS reserves the right to review Vendor's pricing update requests as specifically as line-item by line-item to determine compliance. However, Vendor contractually agrees that all submitted pricing updates shall be within the original terms of the Vendor's TIPS Pricing (scope, proposed discounts, price increase limitations, and other pricing terms and incentives originally proposed by Vendor) such that TIPS may accept Vendors price increase requests as submitted without additional vetting at TIPS discretion. Any pricing quoted by Vendor to a TIPS Member or on a TIPS Quote shall never exceed Vendor's TIPS Pricing for any good or service offered through TIPS. TIPS Pricing price increases and modifications, if permitted, will be honored according to the terms of the solicitation and Vendor's proposal, incorporated herein by reference.

14. Indemnification of TIPS. **VENDOR AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND TIPS, TIPS MEMBERS, TIPS OFFICERS, TIPS EMPLOYEES, TIPS DIRECTORS, AND TIPS TRUSTEES (THE "TIPS INDEMNITEES") FROM AND AGAINST ALL CLAIMS AND SUITS BY THIRD-PARTIES FOR DAMAGES, INJURIES TO PERSONS (INCLUDING DEATH), PROPERTY DAMAGES, LOSSES, EXPENSES, FEES, INCLUDING COURT COSTS, ATTORNEY'S FEES, AND EXPERT FEES, ARISING OUT OF OR RELATING TO VENDOR'S PERFORMANCE UNDER THIS AGREEMENT (INCLUDING THE PERFORMANCE OF VENDOR'S OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED RESELLERS, SUBCONTRACTORS, LICENSEES, OR INVITEES), REGARDLESS OF THE NATURE OF THE CAUSE OF ACTION, INCLUDING WITHOUT LIMITATION CAUSES OF ACTION BASED UPON COMMON, CONSTITUTIONAL, OR STATUTORY LAW OR BASED IN WHOLE OR IN PART UPON ALLEGATIONS OF NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS ON THE PART OF VENDOR, ITS**

OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED RESELLERS, SUBCONTRACTORS, LICENSEES, OR INVITEES. NO LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED TO BY TIPS. APART FROM THIS INDEMNIFICATION PROVISION REQUIRING INDEMNIFICATION OF THE TIPS INDEMNITEES' ATTORNEY'S FEES AS SET FORTH ABOVE, RECOVERY OF ATTORNEYS' FEES BY THE PREVAILING PARTY IS AUTHORIZED ONLY IF AUTHORIZED BY TEX. EDUC. CODE § 44.032(F).

15. **Indemnification and Assumption of Risk – Vendor Data.** **VENDOR AGREES THAT IT IS VOLUNTARILY PROVIDING DATA (INCLUDING BUT NOT LIMITED TO: VENDOR INFORMATION, VENDOR DOCUMENTATION, VENDOR'S PROPOSALS, VENDOR PRICING SUBMITTED OR PROVIDED TO TIPS, TIPS CONTRACT DOCUMENTS, TIPS CORRESPONDENCE, VENDOR LOGOS AND IMAGES, VENDOR'S CONTACT INFORMATION, VENDOR'S BROCHURES AND COMMERCIAL INFORMATION, VENDOR'S FINANCIAL INFORMATION, VENDOR'S CERTIFICATIONS, AND ANY OTHER VENDOR INFORMATION OR DOCUMENTATION, INCLUDING WITHOUT LIMITATION SOFTWARE AND SOURCE CODE UTILIZED BY VENDOR, SUBMITTED TO TIPS BY VENDOR AND ITS AGENTS) ("VENDOR DATA") TO TIPS. FOR THE SAKE OF CLARITY, AND WITHOUT LIMITING THE BREADTH OF THE INDEMNITY OBLIGATIONS IN SECTION 14 ABOVE, VENDOR AGREES TO PROTECT, INDEMNIFY, AND HOLD THE TIPS INDEMNITEES HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, CLAIMS, ACTIONS, DEMANDS, ALLEGATIONS, SUITS, JUDGMENTS, COSTS, EXPENSES, FEES, INCLUDING COURT COSTS, ATTORNEY'S FEES, AND EXPERT FEES AND ALL OTHER LIABILITY OF ANY NATURE WHATSOEVER ARISING OUT OF OR RELATING TO: (I) ANY UNAUTHORIZED, NEGLIGENT OR WRONGFUL USE OF, OR CYBER DATA BREACH INCIDENT AND VIRUSES OR OTHER CORRUPTING AGENTS INVOLVING, VENDOR'S DATA, PRICING, AND INFORMATION, COMPUTERS, OR OTHER HARDWARE OR SOFTWARE SYSTEMS, AND; (II) ALLEGATIONS OR CLAIMS THAT ANY VENDOR DATA INFRINGES ON THE INTELLECTUAL PROPERTY RIGHTS OF A THIRD-PARTY OR VENDOR.**

16. **Procedures Related to Indemnification.** In the event that an indemnity obligation arises, Vendor shall pay all amounts set forth in Section 14 and 15 above (including any settlements) and – if it has accepted its indemnity obligation without qualification – control the legal defense to such claim or cause of action, including without limitation attorney selection, strategy, discovery, trial, appeal, and settlement, and TIPS shall, at Vendor's cost and expense (with respect to reasonable out of pocket costs and expenses incurred by TIPS which shall be reimbursed to TIPS by Vendor), provide all commercially reasonable assistance requested by Vendor. In controlling any defense, Vendor shall ensure that all assertions of governmental immunity and all applicable pleas and defenses shall be promptly asserted.

17. **Indemnity for Underlying Sales and Supplemental Agreements.** Vendor shall be solely responsible for any customer claims or any disputes arising out of TIPS Sales or any Supplemental Agreement as if sold in the open-market. The Parties agree that TIPS shall not be liable for any claims arising out of Vendor's TIPS Sales or Supplemental Agreements, including but not limited to: allegations of product defect or insufficiency, allegations of service defect or insufficiency, allegations regarding delivery defect or insufficiency, allegations of fraud or misrepresentation, allegations regarding pricing or amounts owed for TIPS sales, and/or allegations regarding payment, over-payment, under-payment, or non-payment for TIPS Sales. Payment/Drafting, overpayment/over-drafting, under-payment/under-drafting, or non-payment for TIPS Sales between customer and Vendor and inspections, rejections, or acceptance of such purchases shall be the exclusive respective obligations of Vendor/Customer, and disputes shall be handled in accordance with the terms of the underlying Supplemental Agreement(s) entered into between Vendor and Customer. Vendor acknowledges that TIPS is not a dealer, subcontractor, agent, or reseller of Vendor's goods and services and shall not be responsible for any claims arising out of alleged insufficiencies or defects in Vendor's goods and services, should any arise.

18. **Confidentiality of Vendor Data.** Vendor understands and agrees that by signing this Agreement, all Vendor Data is hereby released to TIPS, TIPS Members, and TIPS third-party administrators to effectuate Vendor's TIPS Contract except as provided for herein. The Parties agree that Vendor Data is accessible by all TIPS Members as if submitted directly to that TIPS Member Customer for purchase consideration. If Vendor otherwise considers any portion of Vendor's Data to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code (the "Public Information Act") or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form which is required to be submitted as part of Vendor's proposal resulting in this Agreement and incorporated by reference. The Confidentiality Claim Form included in Vendor's proposal and incorporated herein by reference is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a Public Information Request. If TIPS receives a request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor Data deemed confidential by you in this manner, TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination and opinion. In the event that TIPS receives a written request for information pursuant to the Public Information Act that affects Vendor's interest in any information or data furnished to TIPS by Vendor, and TIPS requests an opinion from the Attorney General, Vendor may, at its own option and expense, prepare comments and submit information directly to the Attorney General stating why the requested information is exempt from disclosure pursuant to the requirements of the Public Information Act. Vendor is solely responsible for submitting the memorandum brief and information to the Attorney General within the time period prescribed by the Public Information Act. Notwithstanding any other information provided in this solicitation or Vendor designation of certain Vendor Data as confidential or proprietary, Vendor's acceptance of this TIPS Vendor Agreement

constitutes Vendor's consent to the disclosure of Vendor's Data, including any information deemed confidential or proprietary, to TIPS Members or as ordered by a Court or government agency, including without limitation the Texas Attorney General. Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation by TIPS Members or as required by law.

19. **Vendor's Authorized Resellers.** TIPS recognizes that many vendors operate in the open market through the use of resellers or dealers. For that reason, TIPS permits Vendor to authorize Authorized Resellers within its Vendor Portal and make TIPS Sales through the Authorized Reseller(s). Once authorized by Vendor in the Vendor Portal, the Authorized Reseller(s) may make TIPS sales to TIPS Members. However, all purchase documents must include: (1) Authorized Reseller's Name; (2) Vendor's Name, as known to TIPS, and; (3) Vendor's TIPS Contract Name and Number under which it is making the TIPS Sale. Either Vendor or Reseller may report the sale pursuant to the terms herein. However, Vendor agrees that it is legally responsible for all reporting and fee payment as described herein for TIPS Sales made by Authorized Resellers. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor's cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. The Parties intend that Vendor shall be responsible and liable for TIPS Sales made by Vendor's Authorized Resellers. Vendor agrees that it is voluntarily authorizing this Authorized Reseller and in doing so, Vendor agrees that it is doing so at its own risk and agrees to protect, indemnify, and hold TIPS harmless in accordance with Sections 14-17 above related to Authorized Reseller TIPS Sales made pursuant to this Agreement or purporting to be made pursuant to this Agreement that may be asserted against Vendor whether rightfully brought or otherwise. The Parties further agree that it is no defense to Vendor's breach of this Agreement that an Authorized Reseller caused Vendor of breach this Agreement.

20. **Circumvention of TIPS Sales**. When a public entity initiates a purchase with Vendor, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Any request for quote, customer communication, or customer purchase initiated through or referencing a TIPS Contract shall be completed through TIPS pursuant to this Agreement. Any encouragement or participation by Vendor in circumventing a TIPS sale being completed may result in immediate termination of Vendor's TIPS Contract(s) for cause as well as preclusion from future TIPS opportunities at TIPS sole discretion.

21. **State of Texas Franchise Tax.** By signature hereon, Vendor hereby certifies that Vendor is not currently delinquent in the payment of any franchise taxes owed to the State of Texas under Chapter 171 of the Texas Tax Code.

22. **Termination.**

A) Termination for Convenience. TIPS may, by written notice to Vendor, terminate this Agreement for convenience, in whole or in part, at any time by giving thirty (30) days' written notice to Vendor of such termination, and specifying the effective date thereof.

B) Termination for Cause. If Vendor fails to materially perform pursuant to the terms of this Agreement, TIPS shall provide written notice to Vendor specifying the default. If Vendor does not cure such default within thirty (30) days, TIPS may terminate this Agreement, in whole or in part, for cause. If TIPS terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.

C) Vendor's Termination. If TIPS fails to materially perform pursuant to the terms of this Agreement, Vendor shall provide written notice to TIPS specifying the default ("Notice of Default"). If TIPS does not cure such default within thirty (30) days, Vendor may terminate this Agreement, in whole or in part, for cause. If Vendor terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.

D) Upon termination, all TIPS Sale orders previously accepted by Vendor shall be fulfilled and Vendor shall be paid for all TIPS Sales executed pursuant to the applicable terms. All TIPS Sale orders presented to Vendor but not fulfilled by Vendor, prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. TIPS shall submit to Vendor an invoice for any outstanding TIPS Administration Fees and approved expenses and Vendor shall pay such fees and expenses within 30 calendar days of receipt of such valid TIPS invoice. Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS' sole discretion and that any Vendor may be removed from the TIPS program at any time with or without cause. This termination clause does not affect TIPS Sales Supplemental Agreements pursuant to this term regarding termination and the Survival Clause term.

E) Vendor hereby waives any and all claims for damages, including, but not limited, to consequential damages or lost profits, that might arise from TIPS' act of terminating this Agreement.

23. **Survival Clause.** It is the intent of the Parties that this Agreement and procurement method applies to any TIPS Sale made during the life of this Agreement even if made on or near the Contract Expiration Date as defined herein. Thus, all TIPS Sales, including but not limited to: leases, service agreements, license agreements, open purchase orders, warranties, and contracts, even if they extend months or years past the TIPS Contract Expiration Date, shall survive the expiration or termination of this Agreement subject to the terms and conditions of the Supplemental Agreement between Customer and Vendor or unless otherwise specified herein.

24. **Audit Rights.** Due to transparency statutes and public accountability requirements of TIPS and TIPS Members, Vendor shall at their sole expense, maintain documentation of all TIPS Sales for a period of three years from the time of the TIPS Sale. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct audits of Vendor's TIPS Pricing or TIPS Sales with thirty-days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without said notice. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with Vendor's TIPS Pricing, TIPS shall have the ability to conduct the audit internally or may engage a third- party auditing firm to investigate any possible non-compliant conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the time, format, and at the location acceptable to TIPS. TIPS agrees not to perform a random audit the TIPS transaction documentation more than once per calendar year, but reserves the right to audit for just cause or as required by any governmental agency or court with regulatory authority over TIPS or the TIPS Member. These audit rights shall survive termination of this Agreement for a period of one (1) year from the effective date of termination.

25. **Conflicts of Interest.** The Parties confirm that they have not offered, given, or accepted, nor intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, service to the other in connection with this Agreement. Vendor affirms that, to the best of Vendor's knowledge, this Agreement has been arrived at independently, and is awarded without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement. Vendor agrees that it has disclosed any necessary affiliations with Region 8 Education Service Center and the TIPS Department, if any, through the Conflict of Interest attachment provided in the solicitation resulting in this Agreement.

26. **Volume of TIPS Sales.** Nothing in this Agreement or any TIPS communication may be construed as a guarantee that TIPS or TIPS Members will submit any TIPS orders to Vendor at any time.

27. **Compliance with the Law.** The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations applicable to their entity in connection with the programs contemplated under this Agreement.

28. **Severability.** If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, then such term(s) or provision(s) shall be deemed restated to reflect the original intention of the Parties as nearly as possible in accordance with applicable law and the remainder of this Agreement, and the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated, unless such holding causes the obligations of the Parties hereto to be impossible to perform or shall render the terms of this Agreement to be inconsistent with the intent of the Parties hereto.

29. **Force Majeure.** If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement through no fault of its own then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon. Upon delivering such notice, the obligation of the affected party, so far as it is affected by such Force Majeure as described, shall be suspended during the continuance of the inability then claimed but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. In the event that Vendor's obligations are suspended by reason of Force Majeure, all TIPS Sales accepted prior to the Force Majeure event shall be the legal responsibility of Vendor and the terms of the TIPS Sale Supplemental Agreement shall control Vendor's failure to fulfill for a Force Majeure event.

30. **Immunity.** Vendor agrees that nothing in this Agreement shall be construed as a waiver of sovereign or government immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department. The failure to enforce, or any delay in the enforcement of, any privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

31. **Insurance Requirements.** Vendor agrees to maintain the following minimum insurance requirements for the duration of this Agreement. All policies held by Vendor to adhere to this term shall be written by a carrier with a financial size category of VII and at least a rating of "A-" by A.M. Best Key Rating Guide. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Vendor(s). Any immunity available to TIPS or TIPS Members shall not be used as a defense by the contractor's insurance policy. Only deductibles applicable to property damage are acceptable, unless proof of retention funds to cover said deductibles is provided. "Claims made" policies will not be accepted. Vendor's required minimum coverage shall not be suspended, voided, cancelled, non-renewed or reduced in coverage or in limits unless replaced by a policy that provides the minimum required coverage except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to TIPS or the TIPS Member if a project or pending delivery of an order is ongoing. Upon request, certified copies of all insurance policies shall be furnished to the TIPS or the TIPS Member. Vendor agrees that when Vendor or its subcontractors are liable for any damages or claims, Vendor's policy, shall be primary over any other valid and collectible insurance carried by the Member or TIPS.

General Liability:	$1,000,000 each Occurrence/Aggregate
Automobile Liability:	$300,000 Includes owned, hired & non-owned
Workers' Compensation:	Statutory limits for the jurisdiction in which the Vendor performs under this Agreement. If Vendor performs in multiple jurisdictions, Vendor shall maintain the statutory limits for the jurisdiction with the greatest dollar policy limit requirement.
Umbrella Liability:	$1,000,000 each Occurrence/Aggregate

32. **Waiver.** No waiver of any single breach or multiple breaches of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting regarding any breach of any provision shall be construed to be a waiver of such breach.

33. **Binding Agreement.** This Agreement shall be binding and inure to the benefit of the Parties hereto and their respective heirs, legal successors, and assigns.

34. **Headings.** The paragraph headings contained in this Agreement are included solely for convenience of reference and shall not in any way affect the meaning or interpretation of any of the provisions of this Agreement.

35. **Choice of Law and Venue.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Texas. Any proceeding, claim, action, or alternative dispute resolution arising out of or relating to this Agreement or involving TIPS shall be brought in a State Court of competent jurisdiction in Camp County, Texas, or if Federal Court is legally required, a Federal Court of competent jurisdiction in the Eastern District of Texas, and each of the Parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or and contemplated transaction in any other court. The Parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the Parties irrevocably to waive any objections to venue or to convenience of forum.

36. **Relationship of the Parties.** Nothing contained in this Agreement shall be construed to make one Party an agent of the other Party nor shall either party have any authority to bind the other in any respect, unless expressly authorized by the other party in writing. The Parties are independent contractors and nothing in this Agreement creates a relationship of employment, trust, agency or partnership between them.

37. **Assignment.** No assignment of this Agreement or of any duty or obligation of performance hereunder, shall be made in whole or in part by a Party hereto without the prior written consent of the other Party. Written consent of TIPS shall not be unreasonably withheld.

38. **Minimum Condition and Warranty Requirements for TIPS Sales.** All goods quoted or sold through a TIPS Sale shall be new unless clearly stated otherwise in writing. All new goods and services shall include the applicable manufacturers minimum standard warranty unless otherwise agreed to in the Supplemental Agreement.

39. **Minimum Customer Support Requirements for TIPS Sales.** Vendor shall provide timely and commercially reasonable support for TIPS Sales or as agreed to in the applicable Supplemental Agreement.

40. **Minimum Shipping Requirements for TIPS Sales.** Vendor shall ship, deliver, or provide ordered goods and services within a commercially reasonable time after acceptance of the order. If a delay in delivery is anticipated, Vendor shall notify the TIPS Member as to why delivery is delayed and provide an updated estimated time for completion. The TIPS Member may cancel the order if the delay is not commercially acceptable or not consistent with the Supplemental Agreement applicable to the order.

41. **Minimum Vendor License Requirements.** Vendor shall maintain, in current status, all federal, state, and local licenses, bonds and permits required for the operation of the business conducted by Vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of goods or services under the TIPS Agreement. TIPS and TIPS Members reserve the right to stop work and/or cancel a TIPS Sale or terminate this or any TIPS Sale Supplemental Agreement involving Vendor if Vendor's license(s) required to perform under this Agreement or under the specific TIPS Sale have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statue or regulation.

42. **Minimum Vendor Legal Requirements.** Vendor shall remain aware of and comply with this Agreement and all local, state, and federal laws governing the sale of products/services offered by Vendor under this contract. Such applicable laws, ordinances, and policies must be complied with even if not specified herein.

43. **Minimum Site Requirements for TIPS Sales (*when applicable to TIPS Sale*).**

Cleanup: When performing work on site at a TIPS Member's property, Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by the TIPS Member or as agreed by the parties. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Vendor shall not begin a project for which a TIPS Member has not prepared the site, unless Vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in the TIPS Sale Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered Sex Offender Restrictions: For work to be performed at schools, Vendor agrees that no employee of Vendor or a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are, or reasonably expected to be, present unless otherwise agreed by the TIPS Member. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the TIPS Sale at the TIPS Member's discretion. Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Safety Measures: Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Smoking: Persons working under Agreement shall adhere to the TIPS Member's or local smoking statutes, codes, ordinances, and policies.

44. **Payment for TIPS Sales.** TIPS Members may make payments for TIPS Sales directly to Vendor, Vendor's Authorized Reseller, or as otherwise agreed to in the applicable Supplemental Agreement after receipt of the invoice and in compliance with applicable payment statutes. Regardless of how payment is issued or received for a TIPS Sale, Vendor is responsible for all reporting and TIPS Administration Fee payment requirements as stated herein.

45. **Marketing.** Vendor agrees to allow TIPS to use their name and logo within the TIPS website, database, marketing materials, and advertisements unless Vendor negotiates this term to include a specific acceptable-use directive. Any use of TIPS' name and logo or any form of publicity, inclusive of press release, regarding this Agreement by Vendor must have prior approval from TIPS which will not be unreasonably withheld. Request may be made by email to tips@tips-usa.com. For marketing efforts directed to TIPS Members, Vendor must request and execute a separate Joint Marketing Disclaimer, at marketing@tips-usa.com, before TIPS can release contact information for TIPS Member entities for the purpose of marketing your TIPS contract(s). Vendor must adhere to strict Marketing Requirements once a disclaimer is executed. The Joint Marketing Disclaimer is a supplemental agreement specific to joint marketing efforts and has no effect on the terms of the TIPS Vendor Agreement. Vendor agrees that any images, photos, writing, audio, clip art, music, or any other intellectual property ("Property") or Vendor Data utilized, provided, or approved by Vendor during the course of the joint marketing efforts are either the exclusive property of Vendor, or Vendor has all necessary rights, license, and permissions to utilize said Property in the joint marketing efforts. Vendor agrees that they shall indemnify and hold harmless TIPS and its employees, officers, agents, representatives, contractors, assignees, designees, and TIPS Members from any and all claims, damages, and judgments involving infringement of patent, copyright, trade secrets, trade or services marks, and any other intellectual or intangible property rights and/or claims arising from the Vendor's (including Vendor's officers', employees', agents', Authorized Resellers', subcontractors', licensees', or invitees') unauthorized use or distribution of Vendor Data and Property.

46. **Tax Exempt Status of TIPS Members.** Most TIPS Members are tax exempt entities and the laws and regulations applicable to the specific TIPS Member customer shall control.

47. **Automatic Renewal Limitation for TIPS Sales.** No TIPS Sale may incorporate an automatic renewal clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated into a TIPS Sale Supplemental Agreement shall only be valid and enforceable when Vendor received written confirmation of acceptance of the renewal term from the TIPS Member for the specific renewal term. The purpose of this clause is to avoid a TIPS Member inadvertently renewing an Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. Any TIPS Sale Supplemental Agreement containing an "Automatic Renewal" clause that conflicts with these terms is rendered void and unenforceable.

48. **Choice of Law Limitation for TIPS Sales.** Vendor agrees that if any "Choice of Law" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Choice of Law" applicable to the TIPS Sale agreement/contract between Vendor and TIPS Member shall be the state where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Choice of Law" clause that conflicts with these terms is rendered void and unenforceable.

49. **Venue Limitation for TIPS Sales.** Vendor agrees that if any "Venue" provision is included in any TIPS Sale Agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Venue" for any litigation or alternative dispute resolution shall be in the state and county where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Venue" clause that conflicts with these terms is rendered void and unenforceable.

50. **Indemnity Limitation for TIPS Sales.** Texas and other jurisdictions restrict the ability of governmental entities to indemnify others. Vendor agrees that if any "Indemnity" provision which requires the TIPS Member to indemnify Vendor is included in any TIPS sales agreement/contract between Vendor and a TIPS Member, that clause must either be stricken or qualified by including that such indemnity is only permitted, "to the extent permitted by the laws and constitution of [TIPS Member's State]" unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing an "Indemnity" clause that conflicts with these terms is rendered void and unenforceable.

51. **Arbitration Limitation for TIPS Sales.** Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause may not require that the arbitration is mandatory or binding. Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause provides for only voluntary and non-binding arbitration unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Arbitration" clause that conflicts with these terms is rendered void and unenforceable.

In Witness Whereof, the parties hereto, each acting under due and proper authority, have signed this Agreement.

TIPS VENDOR AGREEMENT SIGNATURE

FORM TIPS RFP 230601 CONSULTING AND OTHER RELATED SERVICES

Vendor Name: ClientFirst Consulting Group, LLC

Vendor Address: 700 N. St. Mary's Street, Ste. 1400

City: San Antonio State: TX Zip Code: 78205

Vendor Authorized Signatory Name: David Krout

Vendor Authorized Signatory Title: Partner

Vendor Authorized Signatory Phone: 210.305.5053

Vendor Authorized Signatory Email: dkrout@clientfirstcg.com

Vendor Authorized Signature: Date: July 12, 2023

(*The following is for TIPS completion only*)

TIPS Authorized Signatory Name: Dr. Fitts

TIPS Authorized Signatory Title: Executive Director

TIPS Authorized Signature: David Wayne Fitts Date: 8/24/2023

230601
ClientFirst Technology Consulting
ClientFirst Technology Consulting
Supplier Response

Event Information

Number: 230601
Title: Consulting and Other Related Services
Type: Request for Proposal
Issue Date: 6/1/2023
Deadline: 7/14/2023 03:00 PM (CT)
Notes: This is a solicitation issued by The Interlocal Purchasing System (TIPS), a department of Texas Region 8 Education Service Center. It is an Indefinite Delivery, Indefinite Quantity ("IDIQ") solicitation. It will result in contracts that provide, through adoption/"piggyback" an indefinite quantity of supplies/services, during a fixed period of time, to TIPS public entity and qualifying non-profit "TIPS Members" throughout the nation. Thus, there is no specific project or scope of work to review. Rather this solicitation is issued as a prospective award for utilization when any TIPS Member needs the goods or services offered during the life of the agreement.

IF YOU CURRENTLY HOLDS TIPS CONTRACT 200601 CONSULTING AND OTHER RELATED SERVICES ("200601") YOU MUST RESPOND TO THIS SOLICITATION TO PREVENT LAPSE OF CONTRACT UNLESS YOU HOLD 210602 OR 220601 CONSULTING ("210602 OR 220601") OR ANOTHER CURRENT TIPS CONTRACT THAT COVERS ALL OF YOUR CONSULTING OFFERINGS. THIS AWARDED CONTRACT WILL REPLACE YOUR EXPIRING TIPS CONTRACT 200601.

-

IF YOU HOLD 210602 OR 220601 CONSULTING ("210602 OR 220601") OR ANOTHER TIPS CONTRACT OTHER THAN 210602 OR 220601 OR EXPIRING 200601 WHICH COVERS ALL OF YOUR CONSULTING OFFERINGS AND YOU ARE SATISFIED WITH IT, THERE IS NO NEED TO RESPOND TO THIS SOLICITATION UNLESS YOU PREFER TO HOLD BOTH CONTRACTS.

Contact Information

Address: Region 8 Education Service Center
4845 US Highway 271 North
Pittsburg, TX 75686
Phone: +1 (866) 839-8477
Email: bids@tips-usa.com

ClientFirst Technology Consulting Information

Contact: Erin Foster
Address: 980 Montecito Drive
Suite 209
Corona, CA 92879
Phone: (951) 739-7989
Email: efoster@clientfirstcg.com
Web Address: clientfirstcg.com

By submitting your response, you certify that you are authorized to represent and bind your company.

David Krout
Signature

dkrout@clientfirstcg.com
Email

Submitted at 7/14/2023 09:52:51 AM (CT)

Requested Attachments

Vendor Agreement

1 - Vendor Agreement.pdf

The Vendor Agreement must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, Vendor Name placed in the line provided at the top, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement, Vendor may assert so in the Attribute Questions and those shall be addressed during evaluation.

Pricing Form 1

2 - Pricing Form 1 (Not Applicable).pdf

Pricing Form 1 must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed as instructed, and uploaded to this location.

Alternate or Supplemental Pricing Documents

No response

Optional. If when completing Pricing Form 1 & Pricing Form 2 you direct TIPS to view additional, alternate, or supplemental pricing documentation, you may upload that documentation.

Reference Form

4 - Reference Form.pdf

The Reference Form must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. The Reference Form must be uploaded in Excel format.

Required Confidentiality Claim Form

5 - Required Confidentiality Claim Form.pdf

The Required Confidentiality Claim Form must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. This is the only way for Vendor to assert confidentiality of any information submitted.

Conflict of Interest Questionnaire - Form CIQ

No response

Do not upload this form unless you have a reportable conflict with TIPS. There is an Attribute entitled “Conflict of Interest Questionnaire Requirement” immediately followed by an Attribute entitled “Conflict of Interest Questionnaire Requirement – Form CIQ – Continued.” Properly respond to those Attributes and only upload this form if applicable/instructed. If upload is required based on your response to those Attributes, the Conflict of Interest Questionnaire – Form CIQ must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded at this location.

Vendor’s Warranties, Terms, and Conditions (Supplemental Vendor Information Only)

No response

Optional. If Vendor would like to display any standard warranties, terms, or conditions which are often applicable to their offerings for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Supplemental Vendor Information (Supplemental Vendor Information Only)

8 - CF SOQ - TIPS Cnltng+Other Related Svcs 2023-07-14a (CF).pdf

Optional. If Vendor would like to display or include any brochures, promotional documents, marketing materials, or other Vendor Information for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Disclosure of Lobbying Activities - Standard Form - LLL

No response

Do not upload this form unless Vendor has reportable lobbying activities. There are Attributes entitled, “2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment – Continued.” Properly respond to those Attributes and only upload this form if applicable/instructed. If upload is required based on your response to those Attributes, the Disclosure of Lobbying Activities – Standard Form - LLL must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location.

Current Form W-9

ClientFirst Consulting Group LLC Signed W-9 (2023).pdf

Vendor must upload their current IRS Tax Form W-9. The legal name, EIN, and d/b/a's listed should match the information provided herein exactly. This form will be utilized by TIPS to properly identify your entity.

Certificates & Licenses (Supplemental Vendor Information Only)

No response

Optional. If Vendor would like to display any applicable certificates or licenses (including HUB certificates) for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Pricing Form 2

12 - Pricing Form 2.pdf

Pricing Form 2 must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed as instructed, and uploaded to this location.

Vendor Logo (Supplemental Vendor Information Only)

13 - Vendor Logo.png

Optional. If Vendor desires that their logo be displayed on their public TIPS profile for TIPS and TIPS Member viewing, Vendor may upload that logo at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Vendor Agreement Signature Form

14 - Vendor Agreement Signature Form.pdf

The Vendor Agreement Signature Form must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement, Vendor may leave the signature line of this page blank and assert so in the Attribute Questions and those shall be addressed during evaluation.

Bid Attributes

1	**Disadvantaged/Minority/Women Business & Federal HUBZone** Some participating public entities are required to seek Disadvantaged/Minority/Women Business & Federal HUBZone ("D/M/WBE/Federal HUBZone") vendors. Does Vendor certify that their entity is a D/M/WBE/Federal HUBZone vendor? If you respond "Yes," you must upload current certification proof in the appropriate "Response Attachments" location. NO

2 Historically Underutilized Business (HUB)

Some participating public entities are required to seek Historically Underutilized Business (HUB) vendors as defined by the Texas Comptroller of Public Accounts Statewide HUB Program. Does Vendor certify that their entity is a HUB vendor?

If you respond "Yes," you must upload current certification proof in the appropriate "Response Attachments" location.

No

3 National Coverage

Can the Vendor provide its proposed goods and services to all 50 US States?

Yes - All 50 States

4 States Served

If Vendor answered "No" to the question entitled "National Coverage," please list all states where vendor can provide the goods and services proposed directly below. Your response may dictate which potential TIPS Member customers consider purchasing your offerings.

No response

5 Description of Vendor Entity and Vendor's Goods & Services

If awarded, this description of Vendor and Vendor's goods and services will appear on the TIPS website for customer/public viewing.

ClientFirst is a Local Government focused, independent Technology Consulting firm specializing in Project Management, Software Procurement, Application Utilization Improvement, Technology Master Planning, IT Infrastructure, Cybersecurity, Disaster Recovery, Telecom Bill Auditing, VoIP Procurement, RFP Specifications, IT Staffing Assessments and much more. No product sales. We always represent your best interests.

6 Primary Contact Name

Please identify the individual who will be primarily responsible for all TIPS matters and inquiries for the duration of the contract.

David Krout

7 Primary Contact Title

Primary Contact Title

Managing Partner

8 Primary Contact Email

Please enter a valid email address that will definitely reach the Primary Contact.

dkrout@clientfirstcg.com

9 Primary Contact Phone

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

Please provide the accurate and current phone number where the individual who will be primarily responsible for all TIPS matters and inquiries for the duration of the contract can be reached directly.

2103055053

10 **Primary Contact Fax**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

8884780495

11 **Primary Contact Mobile**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

No response

12 **Secondary Contact Name**

Please identify the individual who will be secondarily responsible for all TIPS matters and inquiries for the duration of the contract.

Tom Jakobsen

13 **Secondary Contact Title**

Secondary Contact Title

Partner

14 **Secondary Contact Email**

Please enter a valid email address that will definitely reach the Secondary Contact.

tjakobsen@clientfirstcg.com

15 **Secondary Contact Phone**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

Please provide the accurate and current phone number where the individual who will be secondarily responsible for all TIPS matters and inquiries for the duration of the contract can be reached directly.

2103055053

16 **Secondary Contact Fax**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

8884780495

17 **Secondary Contact Mobile**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

No response

18 **Administration Fee Contact Name**

Please identify the individual who will be responsible for all payment, accounting, and other matters related to Vendor's TIPS Administration Fee due to TIPS for the duration of the contract.

Mary Williams

19 **Administration Fee Contact Email**

Please enter a valid email address that will definitely reach the Administration Fee Contact.

mwilliams@clientfirstcg.com

20 **Administration Fee Contact Phone**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

2103055053

21 **Purchase Order and Sales Contact Name**

Please identify the individual who will be responsible for receiving and processing purchase orders and sales under the TIPS Contract.

Mary Williams

22 **Purchase Order and Sales Contact Email**

Please enter a valid email address that will definitely reach the Purchase Order and Sales Contact.

mwilliams@clientfirstcg.com

23 **Purchase Order and Sales Contact Phone**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

2103055053

24 **Company Website**

Company Website (Format - www.company.com)

www.clientfirstcg.com

25 **Entity D/B/A's and Assumed Names**

You must confirm that you are responding to this solicitation under your legal entity name. Go now to your Supplier Profile in this eBid System and confirm that your profile reflects your "Legal Name" as it is listed on your W9.

In this question, please identify all of your entity's assumed names and D/B/A's. Please note that you will be identified publicly by the Legal Name under which you respond to this solicitation unless you organize otherwise with TIPS after award.

ClientFirst Technology Consulting

26 **Primary Address**

Primary Address

980 Montecito Drive, Suite 209

27 **Primary Address City**

Primary Address City

Corona

28 **Primary Address State**

Primary Address State (2 Digit Abbreviation)

CA

29 **Primary Address Zip**

Primary Address Zip

92879

30 Search Words Identifying Vendor

Please list all search words and phrases to be included in the TIPS database related to your entity. ***Do not*** list words which are not associated with the bid category/scope (See bid title for general scope). This will help users find you through the TIPS website search function. You may include product names, manufacturers, specialized services, and other words associated with the scope of this solicitation.

CIS, IT Strategic Plan, Utility Billing, IT Strategic Planning, project management, Strategic IT Plan, Outsourcing, Strategic IT Planning, IT Outsourcing, disaster recovery, LAN, DRP, WAN, Voip, MAN, cost review, IT, strategic, Telecommunications, IT support, Telecom, IT services, Telecomm, monitoring, Networking, MSP, security, cable design, process review, cable, ERP, IT Management, city wide, network, system selection, migration, software selection, enterprise, county wide, virtualization, virtual, virtualization, IT Assessment, cloud, law enforcement, cloud computing, plan, Police, IT plan, technology plan, technology planning, technology consulting, IT consulting

31 Certification of Vendor Residency (Required by the State of Texas)

Does Vendor's parent company or majority owner:

(A) have its principal place of business in Texas; ***or*** (B) employ at least 500 persons in Texas?

Texas Education Code Section 44.031 requires that this information be considered in evaluation for certain contracts. However, Vendor response does not affect points, scoring, or potential award.

No

32 Vendor's Principal Place of Business (City)

In what city is Vendor's principal place of business located?

Corona

33 Vendor's Principal Place of Business (State)

In what state is Vendor's principal place of business located?

CA

34 Vendor's Years in Business

How many years has the business submitting this proposal been operating in its current capacity and field of work?

19

35 Certification Regarding Entire TIPS Agreement

Vendor agrees that, if awarded, Vendor's final TIPS Contract will consist of the provisions set forth in the finalized TIPS Vendor Agreement, Vendor's responses to these attribute questions, and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, accepted pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to the TIPS Contract.

Does Vendor agree?

Yes, Vendor agrees

36 **Minimum Percentage Discount Offered to TIPS Members on all Goods and Services (READ CAREFULLY)**

Please read thoroughly and carefully as an error on your response can render your contract award unusable.

TIPS Members often turn to TIPS Contracts for ease of use and to receive discounted pricing.

What is the minimum percentage discount that you can offer TIPS Members off of all goods and service pricing (whether offered through Pricing Form 1, Pricing Form 2, or in another accepted format) that you offer? Only limited goods/services specifically identified and excluded from this discount in Vendor's original proposal may be excluded from this discount.

Vendor must respond with a percentage from 0%-100%. The percentage discount that you input below will be applied to your "Catalog Pricing", as defined in the solicitation, for all TIPS Sales made during the life of the contract. You cannot alter this percentage discount once the solicitation legally closes. You will always be required to discount every TIPS Sale by the percentage included below with the exception of limited goods/services specifically identified and excluded from this discount in Vendor's original proposal. If you add goods or services to your "Catalog Pricing" during the life of the contract, you will be required to sell those new items with this discount applied.

Example: In this example, you enter a 10% minimum percentage discount below. In year-one of your TIPS Contract, your published "Catalog Pricing" (website/store/published pricing) for "Tablet A" is $100 and for "Tablet Set-Up Service" is $100. In this example, you must sell those items under the TIPS Contract at the proposed 10% discounted price of: "Tablet A" - $90, "Tablet Set-Up Service" - $90. In year two of your TIPS Contract, you update your "Catalog Pricing" with the market. You add "Tablet B" to your "Catalog Pricing" for $200 and have increased the price of "Tablet A" to $110 and the price of "Tablet Set-Up Service" to $110. In this example, after the "Catalog Pricing" update, you must still sell those items under the TIPS Contract at the proposed 10% discounted price of: "Tablet A" - $99, "Tablet Set-Up Service" - $99, and "Tablet B" - $180.00.

With the exception of limited goods/services specifically identified and excluded from this discount in Vendor's original proposal, if you cannot honor the discount on all goods and items now included or which may be added in the future with certainty, then you should offer a lesser discount percentage below.

What is the minimum percentage discount that you can offer TIPS Members off of all goods and service pricing (whether offered through Pricing Form 1, Pricing Form 2, or in another accepted format) that you offer?

5%

37 **Honoring Vendor's Minimum Percentage Discount**

Vendor is asked in these Attribute Questions to provide a Minimum Percentage Discount offered to TIPS Members on all goods and services sold under the TIPS Contract. Points will be assigned for your response and scoring of your proposal will be affected. A "YES" answer will be awarded the maximum 10 points and a "NO" answer will be awarded 0 points.

Does Vendor agree to honor the Minimum Percentage Discount off of their TIPS "Catalog Pricing" that Vendor proposed for all TIPS Sales made for the duration of the TIPS Contract?

Yes, Vendor agrees

38 **Volume and Additional Discounts**

In addition to the Minimum Percentage Discount proposed herein, does Vendor ever expect and intend to offer additional, greater, or volume discounts to TIPS Members?

Point(s) may be assigned for your response in the category of "Pricing" during scoring and evaluation.

Yes

39 **"Catalog Pricing" and Pricing Requirements**

This is a requirement of the TIPS Contract and is non-negotiable.

In this solicitation and resulting contract, "Catalog Pricing" shall be defined as:

"The then available list of goods or services, in the most current listing regardless of date, that takes the form of a catalog, price list, price schedule, shelf-price or other viewable format that:

A. is regularly maintained by the manufacturer or Vendor of an item; and

B. is either published or otherwise available for review by TIPS or a customer during the purchase process;

C. to which the Minimum Percentage Discount proposed by the proposing Vendor may be applied.

If awarded on this TIPS Contract, for the duration of the contract, Vendor agrees to provide, upon request, their then current "Catalog Pricing." Or, in limited circumstances where Vendor has proposed the Percentage Mark-Up method of pricing in this proposal, proof of Vendor's "cost" may be accepted by TIPS in place of catalog pricing.

YES

40 **EXCEPTIONS & DEVIATIONS TO TIPS STANDARD TERMS AND CONDITIONS**

Vendor agrees that, if awarded, Vendor's final TIPS Contract will consist of the provisions set forth in the finalized TIPS Vendor Agreement, Vendor's responses to these attribute questions, and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, accepted pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to the TIPS Contract. In the event of conflict between the terms of the finalized Vendor Agreement and one of the incorporated documents the terms and conditions which are in the best interest of governmental/qualifying non-profit TIPS Members shall control at TIPS sole discretion.

If Vendor responds, "No, Vendor does not agree" to this Attribute, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. This is the only proper way to submit proposed deviations for TIPS consideration. TIPS reserves the right to accept, decline, or modify Vendor's requested negotiated terms. For this reason, answering "No, Vendor does not agree" may ultimately delay or prevent award.

Does Vendor agree with TIPS standard terms and conditions as presented in the TIPS solicitation document (RFP, RCSP, RFQ, or other) and the TIPS Vendor Agreement document?

Yes, Vendor agrees

41	**TIPS Sales Reporting Requirements** **This is a requirement of the TIPS Contract and is non-negotiable.** By submitting this proposal, Vendor certifies that Vendor will properly report all TIPS sales. With the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS by either: (1) Emailing the purchase order or similar purchase document (with Vendor's Name, as known to TIPS, and the TIPS Contract Name and Number included) to TIPS at tipspo@tips-usa.com with "Confirmation Only" in the subject line of the email within three business days of Vendor's acceptance of the order, or; (2) Within 3 business days of the order being accepted by Vendor, Vendor must login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement. No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion.
42	**TIPS Administration Fee Requirement and Acknowledgment** **This is a requirement of the TIPS Contract and is non-negotiable.** The collection of fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The TIPS Administration Fee is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of each TIPS Sale legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published in the corresponding RFP or RCSP document. TIPS Administration Fees are due to TIPS immediately upon Vendor's receipt of payment, including partial payment, for a TIPS Sale. By submitting a proposal, Vendor agrees that it has read, understands, and agrees to the published TIPS Administration Fee amount, calculation, and payment requirements. By submitting a proposal Vendor further confirms that all TIPS Pricing includes the TIPS Administration Fee and Vendor will not show adding the TIPS Administration Fee as a charge or line-item in any TIPS Sale.
43	**TIPS Member Access to Vendor Proposal & Documentation** **This is a requirement of the TIPS Contract and is non-negotiable.** Notwithstanding any other information provided in this solicitation or Vendor designation of certain documentation as confidential or proprietary, Vendor's submission of this proposal constitutes Vendor's express consent to the disclosure of Vendor's comprehensive proposal, including any information deemed confidential or proprietary, **to TIPS Members**. The proposing Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation to TIPS Members or by TIPS Members. By submitting this proposal, Vendor certifies the foregoing.

44	**Non-Collusive Bidding Certificate** **This is a requirement of the TIPS Contract and is non-negotiable.** By submission of this proposal, the Vendor certifies that: 1) This proposal has been independently arrived at without collusion with any other entity, bidder, or with any competitor; 2) This proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other bidder, competitor or potential competitor: 3) No attempt has been or will be made to induce any other person, partnership or corporation to modify, submit, or not to submit a bid or proposal; and 4) The person signing this bid or proposal certifies that they are duly authorized to execute this proposal/contract on behalf of Vendor and they have fully informed themselves regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the bidder as well as to the person signing in its behalf;
45	**Antitrust Certification Statements (Tex. Government Code § 2155.005)** **This is a requirement of the TIPS Contract and is non-negotiable.** By submission of this bid or proposal, Vendor certifies under penalty of perjury of the laws of the State of Texas that: (1) I am duly authorized to execute this proposal/contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Vendor) identified herein; (2) In connection with this proposal, neither I nor any representative of Vendor has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15; (3) In connection with this proposal, neither I nor any representative of the Vendor has violated any federal antitrust law; (4) Neither I nor any representative of Vendor has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.
46	**Limitation on Out-of-State Litigation - Texas Business and Commerce Code § 272** **This is a requirement of the TIPS Contract and is non-negotiable.** Texas Business and Commerce Code § 272 prohibits a construction contract, or an agreement collateral to or affecting the construction contract, from containing a provision making the contract or agreement, or any conflict arising under the contract or agreement, subject to another state's law, litigation in the courts of another state, or arbitration in another state. If included in Texas construction contracts, such provisions are voidable by a party obligated by the contract or agreement to perform the work. By submission of this proposal, Vendor acknowledges this law and ***if Vendor enters into a construction contract with a Texas TIPS Member*** under this procurement, Vendor certifies compliance.

47	**Required Confidentiality Claim Form** **This is a requirement of the TIPS Contract and is non-negotiable.** TIPS provides the required TIPS Confidentiality Claim Form in the "Attachments" section of this solicitation. Vendor must execute this form by either signing and waiving any confidentiality claim, or designating portions of Vendor's proposal confidential. If Vendor considers any portion of Vendor's proposal to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form. If TIPS receives a public information act or similar request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor documents deemed confidential by you in this manner, TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination and opinion. Notwithstanding any other Vendor designation of Vendor's proposal as confidential or proprietary, Vendor's submission of this proposal constitutes Vendor's agreement that proper execution of the required TIPS Confidentiality Claim Form is the only way to assert any portion of Vendor's proposal as confidential.
48	**Non-Discrimination Statement and Certification** **This is a requirement of the TIPS Contract and is non-negotiable.** In accordance with Federal civil rights law, all U.S. Departments, including but not limited to the USDA, USDE, FEMA, are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by federal funds (not all bases apply to all programs). Vendor certifies that Vendor will comply with applicable Non-Discrimination and Equal Opportunity provisions set forth in TIPS Member Customers' policies and other regulations at the local, state, and federal levels of governments. ☑ Yes, I certify
49	**Limitation of Vendor Indemnification and Similar Clauses** **This is a requirement of the TIPS Contract and is non-negotiable.** TIPS, a department of Region 8 Education Service Center, a political subdivision, and local government entity of the State of Texas, is prohibited from indemnifying third-parties (pursuant to the Article 3, Section 52 of the Texas Constitution) except as otherwise specifically provided for by law or as ordered by a court of competent jurisdiction. Article 3, Section 52 of the Texas Constitution states that "no debt shall be created by or on behalf of the State … " and the Texas Attorney General has opined that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Thus, contract clauses which require TIPS to indemnify Vendor, pay liquidated damages, pay attorney's fees, waive Vendor's liability, or waive any applicable statute of limitations must be deleted or qualified with ''to the extent permitted by the Constitution and Laws of the State of Texas." Does Vendor agree? ☑ Yes, I Agree

50

Alternative Dispute Resolution Limitations

This is a requirement of the TIPS Contract and is non-negotiable.

TIPS, a department of Region 8 Education Service Center, a political subdivision, and local government entity of the State of Texas, does not agree to binding arbitration as a remedy to dispute and no such provision shall be permitted in this Agreement with TIPS. Vendor agrees that any claim arising out of or related to this Agreement, except those specifically and expressly waived or negotiated within this Agreement, may be subject to non-binding mediation at the request of either party to be conducted by a mutually agreed upon mediator as prerequisite to the filing of any lawsuit arising out of or related to this Agreement. Mediation shall be held in either Camp or Titus County, Texas. Agreements reached in mediation will be subject to the approval by the Region 8 ESC's Board of Directors, authorized signature of the Parties if approved by the Board of Directors, and, once approved by the Board of Directors and properly signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

Does Vendor agree?

Yes, Vendor agrees

51

No Waiver of TIPS Immunity

This is a requirement of the TIPS Contract and is non-negotiable.

Vendor agrees that nothing in this Agreement shall be construed as a waiver of sovereign or government immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

Does Vendor agree?

☑ Yes, Vendor agrees

52

Payment Terms and Funding Out Clause

This is a requirement of the TIPS Contract and is non-negotiable.

Vendor agrees that TIPS and TIPS Members shall not be liable for interest or late-payment fees on past-due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member.

Funding-Out Clause: Vendor agrees to abide by the applicable laws and regulations, including but not limited to Texas Local Government Code § 271.903, or any other statutory or regulatory limitation of the jurisdiction of any TIPS Member, which requires that contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body.

Does Vendor agree?

☑ Yes, Vendor agrees

53

Certification Regarding Prohibition of Certain Terrorist Organizations (Tex. Gov. Code 2270)

Vendor certifies that Vendor is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State.

Does Vendor certify?

Yes, Vendor certifies

54 **Certification Regarding Prohibition of Boycotting Israel (Tex. Gov. Code 2271)**

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement or any agreement with a TIPS Member under this procurement has value of $100,000 or more, the following certification shall apply; otherwise, this certification is not required. Vendor certifies, where applicable, that neither the Vendor, nor any affiliate, subsidiary, or parent company of Vendor, if any, boycotts Israel, and Vendor agrees that Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory but does not include an action made for ordinary business purposes.

When applicable, does Vendor certify?

Yes, Vendor certifies

55 **Certification Regarding Prohibition of Contracts with Certain Foreign-Owned Companies (Tex. Gov. Code 2274)**

Certain public entities are prohibited from entering into a contract or other agreement relating to critical infrastructure that would grant Vendor direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by a customer for product warranty and support purposes.

Vendor certifies that neither it nor its parent company nor any affiliate of Vendor or its parent company, is (1) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; (2) a company or other entity, including governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (3) headquartered in China, Iran, North Korea, Russia, or a designated country.

For purposes of this certification, "critical infrastructure" means "a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility." Vendor certifies that Vendor will not grant direct or remote access to or control of critical infrastructure, except for product warranty and support purposes, to prohibited individuals, companies, or entities, including governmental entities, owned, controlled, or headquartered in China, Iran, North Korea, Russia, or a designated country, as determined by the Governor.

When applicable, does Vendor certify?

Yes, Vendor certifies

56 Certification Regarding Prohibition of Discrimination Against Firearm and Ammunition Industries (Tex. Gov. Code 2274)

If (a) Vendor is not a sole proprietorship; (b) Vendor has at least ten (10) full-time employees; and (c) this Agreement or any Supplemental Agreement with certain public entities have a value of at least $100,000 that is paid wholly or partly from public funds; (d) the Agreement is not excepted under Tex. Gov. Code 2274 and (e) the purchasing public entity has determined that Vendor is not a sole-source provider or the purchasing public entity has not received any bids from a company that is able to provide this written verification, the following certification shall apply; otherwise, this certification is not required.

Vendor certifies that Vendor, or association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary parent company, or affiliate of these entities or associations, that exists to make a profit, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association.

For purposes of this Agreement, “discriminate against a firearm entity or firearm trade association” shall mean, with respect to the entity or association, to: “(1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association.”

“Discrimination against a firearm entity or firearm trade association” does not include: “(1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company’s refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity’s or association’s status as a firearm entity or firearm trade association.”

When applicable, does Vendor certify?

Yes, Vendor certifies

57 Certification Regarding Termination of Contract for Non-Compliance (Tex. Gov. Code 552.374)

If Vendor is not a governmental body and (a) this Agreement or any Supplemental Agreement with a public entity has a stated expenditure of at least $1 million in public funds for the purchase of goods or services by certain public entities; or (b) this Agreement or any Supplemental Agreement results in the expenditure of at least $1 million in public funds for the purchase of goods or services by certain public entities in their fiscal year, the following certification shall apply; otherwise, this certification is not required.

As required by Tex. Gov. Code 552.374, the following statement is included in the RFP and the Agreement (unless the Agreement is (1) related to the purchase or underwriting of a public security; (2) is or may be used as collateral on a loan; or (3) proceeds from which are used to pay debt service of a public security of loan): “The requirements of Subchapter J, Chapter 552, Government Code, may apply to this solicitation and Agreement and the Vendor agrees that this Agreement and any applicable Supplemental Agreement can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter.”

Pursuant to Chapter 552 of the Texas Government Code, Vendor certifies that Vendor shall: (1) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to TIPS or the purchasing TIPS Member for the duration of the Agreement; (2) promptly provide to TIPS or the purchasing TIPS Member any contracting information related to the Agreement that is in the custody or possession of Vendor on request of TIPS or the purchasing TIPS Member; and (3) on completion of the Agreement, either (a) provide at no cost to TIPS or the purchasing TIPS Member all contracting information related to the Agreement that is in the custody or possession of Vendor, or (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to TIPS or the purchasing TIPS Member.

When applicable, does Vendor certify?

Yes, Vendor certifies

58 **Certification Regarding Prohibition of Boycotting Certain Energy Companies (Tex. Gov. Code 2274)**

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement or any Supplemental Agreement with certain public entities has a value of $100,000 or more that is to be paid wholly or partly from public funds, the following certification shall apply; otherwise, this certification is not required.

Vendor certifies that Vendor, or any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or business associations, if any, do not boycott energy companies and will not boycott energy companies during the term of the Agreement or any applicable Supplemental Agreement.

For purposes of this certification the term “company” shall mean an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, that exists to make a profit.

The term “boycott energy company” shall mean “without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, or (b) does business with a company described by paragraph (a).” (See Tex. Gov. Code 809.001).

When applicable, does Vendor certify?

Yes, Vendor certifies

59 **Felony Conviction Notice - Texas Education Code 44.034**

Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states, "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.”

Subsection (b) states, "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract.”

Subsection (c) states, "This section does not apply to a publicly held corporation.

Vendor certifies one of the following:

A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable, or;

B. My firm is not owned nor operated by anyone who has been convicted of a felony, or;

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony.

If Vendor responds with Option (C), Vendor is required to provide information in the next attribute.

B. My firm is not owned nor operated by felon.

60 **Felony Conviction Notice - Texas Education Code 44.034 - Continued**

If Vendor selected Option (C) in the previous attribute, Vendor must provide the following information herein:

1. Name of Felon(s)

2. The Felon(s) title/role in Vendor's entity, and

3. Details of Felon(s) Conviction(s).

No response

61 **Conflict of Interest Questionnaire Requirement**

Vendor agrees that it has looked up, read, and understood the current version of Texas Local Government Code Chapter 176 which generally requires disclosures of conflicts of interests by Vendor hereunder if Vendor:

(1) has an employment or other business relationship with a local government officer of our local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of our local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of our local governmental entity.

(4) Any other financial, commercial, or familial relationship with our local government that may warrant reporting under this statute.

Does Vendor certify that it has NO reportable conflict of interest?

Yes, Vendor certifies - VENDOR HAS NO CONFLICT

62 **Conflict of Interest Questionnaire Requirement - Form CIQ - Continued**

If you responded "No, Vendor does not certify - VENDOR HAS CONFLICT" to the Conflict of Interest Questionnaire question above, you are required by law to fully execute and upload the form attachment entitled "Conflict of Interest Questionnaire - Form CIQ." If you accurately claimed no conflict above, you may disregard the form attachment entitled "Conflict of Interest Questionnaire - Form CIQ."

Have you uploaded this form if applicable?

Not Applicable

63 **Upload of Current W-9 Required**

Vendors are required by TIPS to upload a current, accurate W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity.

You must confirm that you are responding to this solicitation under your legal entity name. Go now to your Supplier Profile in this eBid System and confirm that your profile reflects your "Legal Name" as it is listed on your W9.

64 **Regulatory Good Standing Certification**

Does Vendor certify that its entity is in good standing will all government entities and agencies, whether local, state, or federal, that regulate any aspect of Vendor's field of work or business operations?

If Vendor selects "No", Vendor must provide explanation on the following attribute question.

Yes, Vendor certifies

65 **Regulatory Good Standing Certification - Explanation - Continued**

If Vendor responded to the prior attribute that "No", Vendor is not in good standing, Vendor must provide an explanation of that lack of good standing here for TIPS consideration.

No response

66 **Instructions Only - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**

Instructions for Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

1. By answering yes to the next Attribute question below, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participants,” “person,” “primary covered transaction,” “principal,” “proposal” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction” without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

67 **Suspension or Debarment Certification**

Read the instructions in the attribute above and then answer the following accurately.

Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Does Vendor certify?

Yes, Vendor certifies

68 **Vendor Certification of Criminal History - Texas Education Code Chapter 22**

Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district pursuant to this law.

DEFINITIONS

Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students.

Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

Vendor certifies:

NONE (Section A): None of the employees of Vendor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Vendor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided under this procurement.

OR

SOME (Section B): Some or all of the employees of Vendor and any subcontractor are covered employees. If this box is checked, I further certify that: (1) Vendor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history; (2) If Vendor receives information that a covered employee subsequently has a reported criminal history, Vendor will immediately remove the covered employee from contract duties and notify the purchasing entity in writing within 3 business days; (3) Upon request, Vendor will provide the purchasing entity with the name and any other requested information of covered employees so that the purchasing entity may obtain criminal history record information on the covered employees; (4) If the purchasing entity objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Vendor agrees to discontinue using that covered employee to provide services at the purchasing entity.

Which option does Vendor certify?

Yes, I certify - NONE (Section A)

69

Certification Regarding "Choice of Law" Terms with TIPS Members

Vendor agrees that if any "Choice of Law" provision is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Choice of Law" applicable to the sales agreement/contract between Vendor and TIPS Member shall be the state where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Choice of Law" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

Yes, Vendor agrees

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Certification Regarding "Venue" Terms with TIPS Members

Vendor agrees that if any "Venue" provision is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Venue" for any litigation or alternative dispute resolution is shall be in the state and county where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Venue" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

Yes, Vendor agrees

71

Certification Regarding "Automatic Renewal" Terms with TIPS Members

Vendor agrees that no TIPS Sale may incorporate an "Automatic Renewal" clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated into a TIPS Sale Supplemental Agreement shall only be valid and enforceable when Vendor received written confirmation of acceptance of the renewal term from the TIPS Member for the specific renewal term. The purpose of this clause is to avoid a TIPS Member inadvertently renewing a Supplemental Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. Any TIPS Sale Supplemental Agreement containing an "Automatic Renewal" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

Yes, Vendor agrees

72	**Certification Regarding "Indemnity" Terms with TIPS Members** Texas and other jurisdictions restrict the ability of governmental entities to indemnify others. Vendor agrees that if any "Indemnity" provision which requires the TIPS Member to indemnify Vendor is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must either be stricken or qualified by including that such indemnity is only permitted, "to the extent permitted by the laws and constitution of [TIPS Member's State]" unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing an "Indemnity" clause that conflicts with these terms is rendered void and unenforceable. If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. Does Vendor agree? Yes, Vendor agrees
73	**Certification Regarding "Arbitration" Terms with TIPS Members** Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause may ***not*** require that the arbitration is mandatory or binding. Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause provides for only voluntary and non-binding arbitration unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a “Arbitration” clause that conflicts with these terms is rendered void and unenforceable. If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. Does Vendor agree? Yes, Vendor agrees
74	**2 CFR PART 200 AND FEDERAL CONTRACT PROVISIONS EXPLANATION** TIPS and TIPS Members will sometimes seek to make purchases with federal funds. In accordance with 2 C.F.R. Part 200 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (sometimes referred to as “EDGAR”),Vendor's response to the following questions labeled "2 CFR Part 200 or Federal Provision" will indicate Vendor's willingness and ability to comply with certain requirements which may be applicable to TIPS purchases paid for with federal funds, if accepted by Vendor. Your responses to the following questions labeled "2 CFR Part 200 or Federal Provision" will dictate whether TIPS can list this awarded contract as viable to be considered for a federal fund purchase. **Failure to certify all requirements labeled "2 CFR Part 200 or Federal Provision" will mean that your contract is listed as not viable for the receipt of federal funds. However, it will not prevent award.** If you do enter into a TIPS Sale when you are accepting federal funds, the contract between you and the TIPS Member will likely require these same certifications.

75	**2 CFR Part 200 or Federal Provision - Vendor Willingness to Accept Federal Funds** This certification is not required by federal law. However, TIPS Members are public entities and qualifying non-profits which often receive federal funding and grants (ESSER, CARES Act, EDGAR, etc.) ***Accepting such funds often requires additional required certifications and responsibilities for Vendor.*** The following attribute questions include these required certifications. Your response to this questions, the following certifications, and other factors will determine whether your contract award will be deemed as eligible for federal fund expenditures by TIPS Members. If awarded, is Vendor willing to accept payment for goods and services offered under this contract paid for by a TIPS Member with federal funds? Yes
76	**2 CFR Part 200 or Federal Provision - Contracts** Contracts for more than the simplified acquisition threshold currently set at $250,000 (2 CFR § 200.320), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserve all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party. Does vendor agree? Yes, Vendor agrees
77	**2 CFR Part 200 or Federal Provision - Termination** Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000) Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserve the right to terminate any agreement in excess of $10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and TIPS Members reserve the right to terminate any agreement in excess of $10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The Vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS. Does vendor agree? Yes, Vendor agrees

78	**2 CFR Part 200 or Federal Provision - Clean Air Act** Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Pursuant to the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members require that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein. Does vendor agree? Yes, Vendor agrees
79	**2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment** Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members require the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Does Vendor agree? Yes, Vendor agrees

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2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment - Continued

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding $100,000 in Federal Funds

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “disclosure Form to Report Lobbying,” in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does Vendor certify that it has NOT lobbied as described herein?

Yes, Vendor certifies - NO Reportable Lobbying

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2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment - Continued

If you answered "No, Vendor does not certify - Lobbying to Report" to the above attribute question, you must download, read, execute, and upload the attachment entitled "Disclosure of Lobbying Activities - Standard Form - LLL", as instructed, to report the lobbying activities you performed or paid others to perform.

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2 CFR Part 200 or Federal Provision - Federal Rule

Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of $100,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of $250,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

Does vendor certify compliance?

Yes, Vendor certifies

83	**2 CFR Part 200 or Federal Provision - Procurement of Recovered Materials** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Does vendor certify that it is in compliance with these provisions? Yes, Vendor certifies
84	**2 CFR Part 200 or Federal Provision - Rights to Inventions** If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Pursuant to the above, when the foregoing applies to ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in the Federal rule above. Does vendor certify? Yes, Vendor certifies

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2 CFR Part 200 or Federal Provision - Domestic Preferences for Procurements and Compliance with Buy America Provisions

As appropriate and to the extent consistent with law, TIPS Member Customers, to the greatest extent practicable under a Federal award, may provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Vendor agrees that the requirements of this section will be included in all subawards including all contracts and purchase orders for work or products under this award, to the greatest extent practicable under a Federal award. For purposes of 2 CFR Part 200.322, “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stag through the application of coatings, occurred in the United States. Moreover, for purposes of 2 CFR Part 200.322, “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, glass, including optical fiber, and lumber.

Vendor certifies that it is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. For purposes of 2 CFR Part 200.322,

“Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

“Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that to the greatest extent practicable Vendor will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

Does Vendor Certify?

Yes, Vendor certifies

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2 CFR Part 200 or Federal Provision - Ban on Foreign Telecommunications

ESC 8 and TIPS Members are prohibited from obligating or expending Federal financial assistance, to include loan or grant funds, to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain, or (3) enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that use “covered telecommunications” equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. “Covered telecommunications” equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and physical security surveillance of critical infrastructure and other national security purposes, and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes detailed in 2 CFR § 200.216.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that Vendor will not purchase equipment, services, or systems that use “covered telecommunications”, as defined by 2 CFR §200.216 equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Does vendor certify?

Yes, Vendor certifies

87

2 CFR Part 200 or Federal Provision - Contract Cost & Price

For contracts more than the simplified acquisition threshold currently set at $250,000, a TIPS Member may, in very rare circumstances, be required to negotiate profit as a separate element of the price pursuant to 2 C.F.R. 200.324(b). Under those circumstances, Vendor agrees to provide information and negotiate with the TIPS Member regarding profit as a separate element of the price. However, Vendor certifies that the total price charged by the Vendor shall not exceed the Vendor's TIPS pricing and pricing terms proposed.

Does Vendor certify?

Yes, Vendor certifies

88

2 CFR Part 200 or Federal Provision - Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members on any federally assisted construction contract, the equal

opportunity clause is incorporated by reference here.

Does Vendor Certify?

Yes, Vendor certifies

89

2 CFR Part 200 or Federal Provision - Davis Bacon Act Compliance

Texas Statute requires compliance with Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non- Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to state and federal requirements, Vendor certifies that it will be in compliance with all applicable Davis-Bacon Act provisions if/when applicable.

Does Vendor certify?

Yes, Vendor certifies

90

2 CFR Part 200 or Federal Provision - Contract Work Hours and Safety Standards

Where applicable, all contracts awarded by ESC 8 and TIPS Members in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award for all contracts resulting from this procurement process, Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

Does Vendor certify?

Yes, Vendor certifies

91

2 CFR Part 200 or Federal Provision - FEMA Fund Certification & Certification of Access to Records

If and when Vendor accepts a TIPS purchase paid for in full or part with FEMA funds, Vendor certifies that:

(1) Vendor agrees to provide the TIPS Member, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to and rights to reproduce any books, documents, papers, and records of the Contractor which are directly pertinent to this contract, or any contract resulting from this procurement, for the purposes of making audits, examinations, excerpts, and transcriptions. This right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents. Vendor agrees to provide the FEMA Administrator or an authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. Vendor acknowledges and agrees that no language in this contract or the contract with the TIPS Member is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(2) The Vendor shall not use the Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

(3) The Vendor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

(4) The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

(5) The Vendor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Vendor's actions pertaining to this contract.

Does Vendor certify?

Yes, Vendor certifies

92

2 CFR Part 200 or Federal Provision - Certification of Compliance with the Energy Policy and Conservation Act

When appropriate and to the extent consistent with the law, Vendor certifies that it will comply with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq; 49 C.F.R. Part 18) and any state mandatory standards and policies relating to energy efficiency which are contained in applicable state energy conservation plans issued in compliance with the Act.

Does Vendor certify?

Yes, Vendor certifies

93

2 CFR Part 200 or Federal Provision - Certification of Compliance with Never Contract with the Enemy

Where applicable, all contracts awarded by ESC 8 and TIPS Members in excess of $50,000.00, within the period of performance, and which are performed outside of the United States, including U.S. territories, are subject to the regulations implementing Never Contract with the Enemy in 2 CFR part 183. Per 2 CFR part 183, in the situation specified, ESC 8 and TIPS Members shall terminate any contract or agreement resulting from this procurement which violates the Never Contract with the Enemy regulation in 2 CFR part 183, including if Vendor is actively opposing the United States or coalition forces involved in a contingency operation in which members of the the Armed Forces are actively engaged in hostilities. Vendor certifies that it is neither an excluded entity under the System for Award Management (SAM) nor Federal Awardee Performance and Integrity Information System (FAPIIS) for any contract terminated due to Never Contract with the Enemy as a Termination for Material Failure to Comply.

Does Vendor certify?

Yes, Vendor certifies

94

2 CFR Part 200 or Federal Provision - Certification of Compliance with EPA Regulations

For contracts resulting from this procurement, in excess of $100,000.00 and paid for with federal funds, Vendor certifies that Vendor will comply with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

Does Vendor certify?

Yes, Vendor certifies

95

2 CFR Part 200 or Federal Provision - Record Retention Requirements

For contracts resulting from this procurement, paid for by ESC 8 or TIPS Members with federal funds, Vendor certifies that Vendor will comply with the record retention requirements detailed in 2 CFR § 200.334. Vendor certifies that Vendor will retain all records as required by 2 CFR § 200.334 for a period of three years after final expenditure or financial reports, as applicable, and all other pending matters are closed.

Does Vendor certify?

Yes, Vendor certifies

96

2 CFR Part 200 or Federal Provision - Subcontracting and Affirmative Steps for Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.

Do you ever anticipate the possibility of subcontracting any of your work under this award if you are successful?

If you respond "Yes", you must respond to the following attribute question accurately. If you respond "No", you may skip the following attribute question.

YES

97	**2 CFR Part 200 or Federal Provision - If "Yes" Response to Above Attribute - Continued - Subcontracting and Affirmative Steps for Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.** **Only respond to this question if you responded "Yes" to the attribute question directly above. Skip this question if you responded "No" to the attribute question directly above.** Does Vendor certify that it will follow the following affirmative steps? Federal Regulation 2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a)The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. (b) Affirmative steps must include: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs(1) through (5) of this section. Does Vendor certify? Yes, Vendor certifies
98	**ACKNOWLEDGMENT & BINDING CORPORATE AUTHORITY** By submitting this proposal, the individual(s) submitting on behalf of the Vendor certify that they are authorized by Vendor to complete and submit this proposal on behalf of Vendor and that this proposal was duly submitted on behalf of Vendor by authority of its governing body, if any, and within the scope of its corporate powers. Vendor further certifies that it has read, examined, and understands all portions of this solicitation including but not limited to all attribute questions, attachments, solicitation documents, bid notes, and the Vendor Agreement(s). Vendor certifies that, if necessary, Vendor has consulted with counsel in understanding all portions of this solicitation.

TIPS 230601 Consulting and Other Related Services	ClientFirst Consulting Group, LLC

TIPS REFERENCE FORM

All requested information must be typed and uploaded in Excel format. Do not handwrite or upload in any format other than Excel. Emails provided must be current and active. Do not include TIPS/Region 8 employees as a reference. The entities that you provide must be paying customers, not affiliates/partners/manufacturers/resellers, etc.

You must provide below at least three (3) references from three different entity customers, preferably government or non-profit entities, who have purchased goods or services from your vendor entity within the last three years.

Customer Entity Name	Customer Contact Name	Valid Contact Email	Valid Contact Phone
Example: ABC University	Director John Doe	jdoe@abcuniverisity.edu	800-111- 2222
City of Pflugerville, TX	James Hartshorn, Assistant City Manager	JHartshorn@pflugervilletx.gov	512.990.6104
County of Atascosa, TX	Justin Vasquez, IT Manager	justin.vasquez@atascosacounty.texas.com	830.570.7742
County of Denton, TX	Kevin Carr, Chief Information Officer	kevin.carr@dentoncounty.com	941.349.4500
City of Hutto, TX	David Reeves, IT Manager	David.Reeves@HuttoTX.gov	512.759.4026
Naperville Community Unit School District 203, IL	Chris Kunzer, Telecommunications & Special Systems Manager	ckunzer@naperville203.org	630.420.6473
City of Emporia, KS	Janet Harrouff, Director of Finance	jharrouff@emporiaks.gov	620.343.4286
City of Riviera Beach, FL	Randy Sherman, Director of Finance and Administrative Services	rsherman@rivierabch.com	561.845.4040
City of Batavia, NY	Lisa Neary, Deputy Director of Finance	lneary@batavianewyork.com	585.345.6313
City of Piedmont, CA	Michael Szczech, Finance Director	mszczech@piedmont.ca.gov	510.420.3045
County of Mendocino, CA	Janelle Rau, Deputy CEO	rauja@co.mendocino.ca.us	707.463.4441
City of Rancho Mirage, CA	Jason Jaurigue, Information Services Manager	jasonj@RanchoMirageCA.gov	760-324-4511 x236
City of Petaluma, AL	Mike Enriquez, Development and Support Manager	Mike.Enriquez@ci.corona.ca.us	951.279.3742
City of San Bernardino Municipal Water (SBMWD), CA	Kristina Hernandez, Administrative Services Manager	kristina.hernandez@sbmwd.org	909.453.6050
City of Sandpoint, ID	Jennifer Stapleton, City Administrator	jstapleton@sandpointidaho.gov	208.265.1483
City of Carlsbad, CA	Maria Callendar	darryl.polk@cityofrc.us	909.477.2700
City of Simi Valley, CA	Garry Boswell, Director Information Systems	gboswell@simivalley.org	805.583.6330
City of Pelham, AL	Ingrid Alverde, Director of Economic Development and Open Government	ialverde@cityofpetaluma.org	707.778.4549
County of Tuolumne, CA	Daniel Richardson, Deputy County Administrator	drichardson@co.tuolumne.ca.us	209.533.5511
County of Yolo, CA	Tom Bates, IT Manager	Tom.Bates@yolocounty.org	530.406.5012
Consolidated High School District 230, IL	John Connolly, Chief Technology Officer	jconnolly@d230.org	708.745.5253
City of Rockford, IL	Glenn Trommels, Information Technology Director	glenn.trommels@rockfordil.gov	815.987.5700
Rock River Water Reclamation District, IL	Julia Scott-Valdez, Chief Human Resource Officer	jscott-valdez@rrwrd.illinois.gov	815.387.7580

TIPS CONTRACT 230601

REQUIRED CONFIDENTIALITY CLAIM FORM

(*VENDOR MUST COMPLETE THE FOLLOWING VENDOR INFORMATION*)

Vendor Entity Name: ClientFirst Technology Consulting, LLC

Vendor Authorized Signatory Name: David Krout

Vendor Authorized Signatory Title: Managing Partner, Management Consulting Practice Leader

Vendor Authorized Signatory Email: dkrout@clientfirstcg.com

Vendor Address: 980 Montecito Drive, Suite 209

City: Corona State: CA Zip Code: 92879

Vendor agrees that it is voluntarily providing its data (including but not limited to: Vendor information, Vendor documentation, Vendor's proposal, Vendor pricing submitted or provided to TIPS, TIPS contract documents, TIPS correspondence, Vendor logos and images, Vendor's contact information, Vendor's brochures and commercial information, Vendor's financial information, Vendor's certifications, and any other Vendor information or documentation submitted to TIPS by Vendor and its agents) (Hereinafter, "Vendor Data") to TIPS. Vendor understands and agrees that TIPS is a government entity subject to public information laws including but not limited to Texas Government Code (TGC) Chapter 552. Vendor agrees that regardless of confidentiality designations herein, Vendor's submission of a proposal constitutes Vendor's consent to the disclosure and release of Vendor's Data and comprehensive proposal, including any information deemed confidential or proprietary herein, to and by TIPS Members.

Notwithstanding the foregoing permissible release to TIPS Members, if Vendor considers any portion of Vendor's proposal to be otherwise confidential and not subject to public disclosure pursuant to public information laws, including but not limited to TGC Chapter 552, Vendor must properly execute ***Option 1 only*** below, attach to this PDF all documents and information that Vendor deems confidential, and upload the consolidated documentation. Regardless of the Option selected below, this form must be completed and uploaded to the "Response Attachments" section of the eBid System entitled "Required Confidentiality Claim Form." Execution and submission of this form is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a request, a Public Information Request, or subpoena. If TIPS receives a request, any responsive documentation not deemed confidential by you through proper execution of Option 1 of this form will be automatically released. For information deemed confidential by you through proper execution of Option 1 of this form, TIPS will follow procedures of controlling statute(s) regarding withholding that documentation and shall not be liable for any release of information required by law, including Attorney General opinion or court order.

(*VENDOR MUST COMPLETE ONE OF THE TWO OPTIONS AND UPLOAD IN THE EBID SYSTEM*)

OPTION 1 – DESIGNATING CONFIDENTIAL MATERIALS – YES, VENDOR HAS ATTACHED CONFIDENTIAL MATERIALS

(*Confirm each bullet point and sign below*)

- Vendor claims some Vendor Data confidential to the extent permitted by TGC Chapter 552 and other applicable law.
- Vendor attached to this PDF all potentially confidential Vendor Data and listed the number of attached pages below.
- Vendor's authorized signatory has signed below and shall upload this document in the proper location in the eBid System.
- Vendor agrees that TIPS shall not be liable for any release of confidential information required by law.

Number of pages attached deemed confidential: _____

Authorized Signature: _____

OPTION 2 – WAIVER OF CONFIDENTIALITY – NO, VENDOR HAS NOT ATTACHED CONFIDENTIAL MATERIALS

(*Confirm each bullet point and sign below*)

By signing for Option 2 below, Vendor expressly waives any confidentiality claim for all Vendor Data submitted in relation to this proposal and resulting contract. Vendor confirms that TIPS may freely release Vendor Data submitted in relation to this proposal or resulting contract to any requestor. Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of Vendor Data by TIPS or TIPS Members.

- Vendor's authorized signatory has signed below and shall upload this document in the proper location in the eBid System.
- Vendor agrees that TIPS shall not be liable for any release of confidential information required by law.

Authorized Signature: _____

AGREEMENT FOR CMMS SERVICES

The **City of Sherman, Texas**, a home-rule municipality ("City"), and **Client First Consulting Group, LLC**, a _California limited liability company ("Contractor"), hereby enter into this Agreement for CMMS Services ("Agreement"). City and Contractor are sometimes referred to collectively as the "parties" or individually as a "party."

WHEREAS, pursuant to Section 791.001, *et seq*., of the Texas Government Code, Sherman located Contractor through an interlocal cooperation contract with the Interlocal Purchasing System (TIPS) Purchasing Cooperative, Contract #230601, which satisfies Sherman's statutory procurement requirements, and a copy of that contract is on file with Sherman purchasing division; and

WHEREAS, Contractor submitted a quote to provide an evaluation and implementation of enterprise software solutions, including business process requirements, for Sherman's water utility system, which is attached hereto as Exhibit A and incorporated herein by reference for all purposes ("Quote"); and

WHEREAS, based on Contractor's representations set forth in the Quote, Sherman has selected Contractor to provide the services sought by Sherman under the terms and conditions of this Agreement (the "Project").

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Scope of Services.
   Contractor shall provide the services, equipment, supplies and deliverables that are described in the Quote on the terms and conditions set forth in the Agreement Documents (as defined below), and shall furnish all personnel, labor, equipment, supplies and all other items necessary to provide the services and deliverables as specified by the terms and conditions of the Agreement Documents (collectively, "Services").

2. Term.
   The initial term of the Agreement shall be for a period of one (1) year, commencing on the Effective Date (hereinafter defined) of this Agreement. City shall have the option to extend this Agreement for two (2) additional terms of one (1) year each on the same terms and conditions of this Agreement by giving Contractor written notice of its intent to extend prior to the expiration of the then-current one (1) year term.

3. Compensation.
   In exchange for Contractor's performance of the Services in accordance with the Agreement Documents, City agrees to pay Contractor in accordance with the Quote (Exhibit A). To the extent the terms of the Agreement Documents conflict with the Texas Prompt Payment Act, Chapter 2251 of the Texas Government Code, as amended ("Chapter 2251") or Subchapter I of Chapter 271 of the Texas Local Government Code, as amended

("Chapter 271"), the terms of Chapter 2251, Chapter 271 and the Agreement Documents shall control in that order.

City shall pay Contractor within thirty (30) days of receipt of each invoice, unless supporting receipts or other supporting documentation have been requested by City, in which case City shall pay the invoice as soon after receiving the supporting receipts or documentation as is reasonable; or unless a dispute arises as to any charge(s) contained in the invoice, in which case City shall pay the undisputed amount of the invoice within thirty (30) days of receipt and shall pay the remaining amount, if any, of the invoice after resolution of the dispute as soon after resolution as is reasonable. Notwithstanding anything to the contrary in the Agreement Documents, City shall not be required to pay any invoice submitted by Contractor if Contractor is in breach of this Agreement.

The parties agree that the continuation of this Agreement after the close of any given fiscal year of City, which closes on September 30th of each calendar year, shall be subject to City Council approval. In the event that the City Council does not approve the appropriation of funds for this Agreement, the Agreement shall terminate at the end of the fiscal year for which funds were appropriated, and the parties shall have no further obligations hereunder, except that City shall be obligated to pay monies owed Contractor for services it has provided pursuant to this Agreement through the end of that fiscal year provided that Contractor is not in breach of this Agreement.

4. Agreement Documents.
The "Agreement Documents," as that term is used herein, shall mean and include the following documents, and this Agreement expressly incorporates the same herein by reference for all purposes:

A. This Agreement;

B. Contractor's Quote, attached hereto as Exhibit A;

C. City's Insurance Requirements, attached hereto as Exhibit B;

D. Affidavit of No Prohibited Interested, attached hereto as Exhibit C; and

E. Conflict of Interest Questionnaire, attached hereto as Exhibit D.

This Agreement shall incorporate the terms of the Agreement Documents in their entirety. To the extent that Exhibit A, Exhibit B, Exhibit C and Exhibit D are in conflict with provisions of this Agreement or each other, the provisions of this Agreement, then the provisions of Exhibit B, Exhibit C, Exhibit D and Exhibit A shall prevail in that order. Should disputes arise as to responsibilities and obligations set forth in the Agreement Documents, City's interpretation and/or decision shall be final and binding.

5. Entire Agreement.
The Agreement Documents contain all representations, understandings, contracts and

agreements between the parties regarding the subject matter of this Agreement. The Agreement Documents supersede all oral or written previous and contemporaneous agreements, writings, understandings, representations or contracts between the parties regarding the subject matter of this Agreement. This Agreement in no way modifies or supersedes any document executed by the parties prior to the Effective Date of this Agreement which does not concern the subject matter of this Agreement. No amendment to the Agreement Documents shall be made except on the written agreement of the parties, which shall not be construed to release either party from any obligation of the Agreement Documents except as specifically provided for in such amendment.

6. Required Insurance.

Contractor shall not start work under this Agreement until Contractor has obtained, at Contractor's expense, all of the insurance specified in, and required by, the Agreement Documents. Contractor shall procure and keep in full force and effect the types and amounts of insurance specified in City's Insurance Requirements, attached hereto as Exhibit B and incorporated herein for all purposes, for and during all aspects and phases of Contractor's work throughout the term of this Agreement at no expense to City. Contractor also shall comply with all other requirements set forth in Exhibit B.

7. No Prohibited Interest; Vendor Disclosure.

Contractor acknowledges and agrees that it is aware of, and will abide by, the no prohibited interest requirement of the City Charter. Contractor shall execute and deliver to City the Affidavit of No Prohibited Interest, attached hereto as Exhibit C and incorporated herein for all purposes, no later than the Effective Date of this Agreement (hereinafter defined). Contractor acknowledges and agrees that the existence of a prohibited interest during the term of this Agreement will render this Agreement voidable. Contractor further acknowledges and agrees that it also is aware of, and will abide by, the vendor disclosure requirements set forth in Chapter 176 of the Texas Local Government Code, as amended. In this connection, Contractor shall execute and deliver to City the Conflict of Interest Questionnaire, Form CIQ, attached hereto as Exhibit D and incorporated herein for all purposes, no later than the Effective Date of this Agreement.

8. Indemnity.

CONTRACTOR HEREBY RELEASES AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS CITY AND ITS CITY COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES (COLLECTIVELY REFERRED TO AS "CITY" FOR PURPOSES OF THIS SECTION) FROM AND AGAINST ALL DAMAGES, INJURIES (WHETHER IN CONTRACT OR IN TORT, INCLUDING PERSONAL INJURY AND DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, ACTIONS, JUDGMENTS, LIENS, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEY'S FEES AND EXPENSES INCURRED IN ENFORCING THIS SECTION), THAT IN WHOLE OR IN PART ARISE OUT OF OR ARE CONNECTED WITH GOODS AND/OR SERVICES PROVIDED BY CONTRACTOR, ITS OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES OR ANY OTHER THIRD PARTIES FOR WHOM CONTRACTOR IS LEGALLY RESPONSIBLE (COLLECTIVELY REFERRED TO AS "CONTRACTOR" FOR PURPOSES OF THIS SECTION) PURSUANT TO THIS AGREEMENT AND/OR THE NEGLIGENT, GROSSLY NEGLIGENT AND/OR INTENTIONAL WRONGFUL ACT AND/OR OMISSION OF CONTRACTOR IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT, REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OF CITY

(COLLECTIVELY, "CLAIMS"). THIS INDEMNIFICATION PROVISION AND THE USE OF THE TERM "CLAIMS" IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT IS NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST CITY BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONTRACTOR AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH CONTRACTOR, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE.

IN ITS SOLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY CONTRACTOR IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY CITY, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CITY IN WRITING. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF CONTRACTOR'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. CONTRACTOR SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO DEFENSE OR INDEMNIFICATION UNDER THIS AGREEMENT. IF CONTRACTOR FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND CONTRACTOR SHALL BE LIABLE FOR ALL COSTS INCURRED BY CITY.

THE RIGHTS AND OBLIGATIONS CREATED BY THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

9. Liability.
To the fullest extent permitted by law, Contractor shall be fully and solely responsible and liable for its own acts and omissions, including those of its officers, agents, representatives, employees, subcontractors, licensees, invitees and all other parties performing services for or on behalf of Contractor under this Agreement, and for any and all damage to Contractor's equipment and other property. City assumes no such responsibility or liability. City shall have no such responsibility or liability to either Contractor or its officers, agents, representatives, employees, subcontractors, licensees, invitees or other persons.

10. Compliance with Laws; Standard of Care.
Contractor shall comply with all federal, state and local laws, statutes, ordinances, regulations and policies, as they exist, may be amended or in the future arising, applicable to Contractor and its work. Contractor shall ensure that its officers, agents, representatives,

employees, subcontractors, licensees, invitees and other parties performing services for or on behalf of Contractor under this Agreement comply with all applicable laws, statutes, ordinances, regulations and policies. If Contractor observes or is notified that the work under this Agreement is at variance with applicable laws, statutes, ordinances, regulations and policies, Contractor shall immediately notify City in writing. Contractor shall perform the Services in accordance with the prevailing standard of care by exercising the skill and care ordinarily utilized by professionals performing the same or similar services under the same or similar circumstances in the State of Texas.

11. Termination.

City is entitled to terminate this Agreement at any time for any reason or for no reason by giving Contractor at least thirty (30) days' prior written notice of the termination date.

City is entitled to terminate this Agreement immediately on breach of any term or provision of the Agreement Documents by Contractor. If at any time during the term of this Agreement, Contractor shall fail to commence the work in accordance with the provisions of the Agreement Documents or fail to diligently perform the Services in an efficient, timely and careful manner and in strict accordance with the provisions of the Agreement Documents, then City shall have the right to terminate this Agreement and complete the work in any manner it deems desirable, including engaging the services of other parties, if Contractor does not cure any such default after five (5) days written notice thereof. Any such act by City shall not be deemed a waiver of any other right or remedy of City.

If after exercising any remedy provided herein, the cost to City of the performance of the balance of the work under this Agreement is in excess of that part of the Contractor's Fee which has not yet been paid to Contractor hereunder, Contractor shall be liable for and shall reimburse City for such excess, without waiver of any other right or remedy of City.

The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its rights to use any or all other remedies. These rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

12. Authority to Execute.

Each party represents and warrants to the other that it has the full power and authority to enter into and fulfill the obligations of this Agreement. The respective signatories to this Agreement, by affixing their signatures hereto, warrant and represent that they have the authority to bind their respective parties as duly authorized representatives thereof.

13. Assignment.

Contractor agrees that neither this Agreement nor the work to be performed hereunder will be assigned or sublet without the prior written consent of City. Contractor further agrees that the assignment or subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve Contractor of its full obligations to

City as provided by this Agreement. All such approved work performed by assignment or subletting shall be billed through Contractor, and there shall be no third-party billing.

14. No Waiver of Immunity.
The parties acknowledge and agree that, in executing and performing this Agreement, City has not waived, nor shall be deemed to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.

15. Savings/Severability.
In the event that a term, condition or provision of this Agreement is determined to be invalid, illegal, void, unenforceable or unlawful by a court of competent jurisdiction, then that term, condition or provision shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been included in this Agreement.

16. Consideration.
This Agreement is executed by the parties without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

17. Attorneys' Fees.
If either party files any action or brings any proceeding against the other arising from this Agreement, then as between City and Contractor, the prevailing party shall be entitled to recover as an element of its costs of suit, and not as damages, reasonable and necessary attorneys' fees and litigation expenses both at trial and on appeal, subject to the limitations set forth in the TEX. LOC. GOV'T CODE § 271.153, as it exists or may be amended, if applicable.

18. Governing Law; Venue.
The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement, without regard to conflict of law principles. This Agreement is performable in Grayson County, Texas, and the exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Grayson County, Texas.

19. Binding Effect.
This Agreement shall be binding on and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns when permitted by this Agreement.

20. No Waiver.
Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance.

21. Headings.
The headings of the various sections of this Agreement are included solely for convenience of reference and are not to be full or accurate descriptions of the content thereof.

22. Indemnity.
The parties agree that the indemnity provision set forth herein is conspicuous and the parties have read and understood the same.

23. Notice.
Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing the same in the United States Mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested; by electronic mail, with documentation evidencing the addressee's receipt thereof; or by delivering the same in person to such party a via hand-delivery service, or to any courier service that provides a return receipt showing the date of actual delivery of the same to the addressee thereof. Notice given in accordance herewith shall be effective on receipt at the address of the addressee. For purposes of notification, the addresses of the parties shall be as follows:

If to Contractor, to: Client First
Attn: David W. Krout, CPA
Telephone: 800-806-3080
Email: dkrout@clientfirstcg.com

If to City, to: City of Sherman
Attn: Shawn Hackworth
220 W. Mulberry Street
Sherman, Texas 75090
Telephone: 903-892-7318
Email: shawnh@cityofsherman.com

With a copy to:
Abernathy, Roeder, Boyd & Hullett, P.C.
Attn.: Ryan D. Pittman
1700 Redbud Blvd., Suite 300
McKinney, Texas 75069
Telephone: (214) 544-4000
Email: rpittman@abernathy-law.com

24. Representations.
Each party states that they have carefully read this Agreement, know the contents hereof, have consulted with an attorney of their choice regarding the meaning and effect hereof and is signing the same solely of their own judgment.

25. Independent Contractor.

Contractor covenants and agrees that Contractor is an independent contractor and not an officer, agent, servant or employee of City; that Contractor shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing the same; that the doctrine of respondent superior shall not apply as between City and Contractor, its officers, agents, employees, contractors, subcontractors and consultants; and that nothing herein shall be construed as creating a partnership or joint enterprise between City and Contractor.

26. Incorporation of Recitals.
The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct and are hereby incorporated into the body of this Agreement and adopted as findings of City and the authorized representative of Contractor.

27. Reference to Contractor.
When referring to "Contractor" herein, this Agreement shall refer to and be binding upon Contractor, and its officers, directors, partners, employees, representatives, contractors, subcontractors, licensees, invitees, agents, successors, assignees (as authorized herein), vendors, grantees, trustees, legal representatives and/or any other third parties for whom Contractor is legally responsible.

28. Reference to City.
When referring to "City" herein, this Agreement shall refer to and be binding upon City, its Council Members, officers, agents, representatives, employees and/or any other authorized third parties for whom City is legally responsible.

29. Miscellaneous Drafting Provisions.
This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.

30. Certifications Required by Texas Law.
In accordance with Chapter 2270 of the Texas Government Code (to the extent applicable), Contractor hereby certifies that Contractor does not boycott Israel and will not boycott Israel during the term of any contract with City, including during the term of this Agreement. In accordance with Chapter 809 of the Texas Government Code (to the extent applicable), Contractor hereby certifies that Contractor does not boycott energy companies and will not boycott energy companies during the term of any contract with City, including during the term of this Agreement. In accordance with Chapter 2274 of the Texas Government Code (to the extent applicable), Contractor hereby certifies that Contractor does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of any contract with City, including during the term of this Agreement. The foregoing terms have the meanings ascribed to them in the referenced statutes if defined therein.

31. Multiple Counterparts.
This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail and/or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective when all the parties have signed it. The date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature below) will be deemed the effective date of this Agreement ("Effective Date").

CITY OF SHERMAN, TEXAS,
a home-rule municipality

By: _____
Robby Hefton, City Manager
Date: _____

ATTEST:

_____
Linda Ashby, City Clerk

APPROVED AS TO FORM:

_____
Ryan D. Pittman, City Attorney

CLIENT FIRST CONSULTING GROUP, LLC,
a California limited liability company

By: _____
Printed Name: _____
Title: _____
Date: _____

Exhibit A
Quote

Exhibit B
City's Insurance Requirements

I. GENERAL INSURANCE REQUIREMENTS –

A. All policies shall name the City of Sherman, its officers, agents, representatives and employees as additional insureds as to all applicable coverages with the exception of workers compensation insurance.

B. Such policies shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal or material modification of any policies, evidenced by return receipt or United States Certified Mail.

C. Such policies shall provide for a waiver of subrogation against City for injuries, including death, property damage or any other loss to the extent the same is covered by the proceeds of the insurance.

II. INSURANCE COMPANY QUALIFICATION – All insurance companies providing the required insurance shall be authorized to transact business in the State of Texas, and shall have a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).

III. CERTIFICATE OF INSURANCE – A Certificate of Insurance and all applicable endorsement(s) evidencing the required insurance shall be submitted prior to commencing work under this Agreement. If the Agreement is renewed or extended by City, a Certificate of Insurance and all applicable endorsement(s) shall also be provided to City prior to the date the Agreement is renewed or extended.

IV. INSURANCE CHECKLIST – "X" means that the following coverage is required for this Agreement.

	Coverage Required	Limits
_X_	1. Worker's Compensation & Employer's Liability	▪ Statutory Limits of the State of Texas
_X_	2. General Liability	▪ Minimum $1,000,000.00 each occurrence; ▪ Minimum $2,000,000.00 in the aggregate.
__	3. XCU Coverage	▪ Minimum $1,000,000.00 each occurrence; ▪ Minimum $2,000,000.00 in the aggregate.

_X_	4. Professional Liability	▪ Minimum $1,000,000.00 each claim; ▪ Minimum $2,000,000.00 in the aggregate.
__	5. Umbrella Coverage or Excess Liability Coverage	▪ An amount of $ 2,000,000.00.

_X_ 6. City and its officers, agents, representatives and employees named as additional insured on General Liability Policy, as provided above. This coverage is primary to all other coverage City may possess.

_X_ 7. General Liability Insurance provides for a Waiver of Subrogation against City for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. All insurance policies that are required to name City as an additional insured must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.

_X_ 8. Thirty (30) days' notice of cancellation, non-renewal, or material change required. The words "endeavor to" and "but failure" (to end of sentence) are to be eliminated from the Notice of Cancellation provision on standard ACORD certificates.

_X_ 9. Insurance company has a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).

_X_ 10. The Certificate of Insurance must state the project title.

___ 11. Other Insurance Requirements (State Below):

Exhibit C
Affidavit of No Prohibited Interest

THE STATE OF _____ §

THE COUNTY OF _____ §

I, _____, an authorized agent of Contractor, make this affidavit and hereby under oath state the following:

I, and/or a person or persons related to me, have the following interest in a business entity that would be affected by the work or decision under this Agreement (Check all that apply):

_____ Ownership of ten percent (10%) or more of the voting shares of the business entity.

_____ Ownership of Twenty Five Thousand and 00/100 Dollars ($25,000) or more of the fair market value of the business entity.

_____ Funds received from the business entity exceed ten percent (10%) of my income for the previous year.

_____ Real property is involved, and I have an equitable or legal ownership with a fair market value of at least Twenty Five Thousand and 00/100 Dollars ($25,000).

_____ A relative of mine has a substantial interest in the business entity or property that would be affected by my business decision of the public body which I am a member.

_____ Other:_____.

_____ None of the Above.

Upon filing this affidavit with the City of Sherman, Texas, I further affirm that no relative of mine, in the first degree by consanguinity or affinity, as defined in Chapter 573, TEX. GOV'T CODE, as amended, is a member of a public body which took action on the agreement.

Signed this ____ day of _____, 2025.

_____
Signature of Official/Title

BEFORE ME, the undersigned authority, this day personally appeared _____, and on oath stated that the facts hereinabove stated are true to the best of his/her knowledge or belief.

Sworn to and subscribed before me on this _____ day of _____, 2025.

_____
Notary Public in and for the State of _____
My commission expires: _____

Exhibit D

Conflict of Interest Questionnaire, Form CIQ

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____
Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

_____ _____
Signature of vendor doing business with the governmental entity Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 1/1/2021

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. G.4.

Meeting Date: 1/21/2025

Prepared By: Loren Siems, Right of Way Specialist

Approved By: Robby Hefton, City Manager

Caption:

**** RESOLUTION NO. 7468***

Authorizing the City Manager or His Designee to Execute a 20-foot Drainage Easement for Sherman Economic Development Corporation Across Property Located at Hwy 75 property ID 125557, Ground Storage Tank Property.

Issue:

To consider executing a 20-foot drainage easement across ground storage tank property off Hwy 75 property ID 125557.

Background:

Sherman Economic Development Corporation is currently working on development of the property known as Sherman Technology Center addition Lot 1 and 2 that is located west of the City of Sherman-owned property. The property owner is requesting a 20-foot drainage easement across a City of Sherman parcel.

Origination:

Sherman Economic Development Corporation

Financial Consideration:

None

Staff Recommendation:

City staff has no objections to the proposed drainage easement, it is recommended that the drainage easement be executed.

Alternatives:

As may be directed by City Council

Attachments:

1. Resolution No. 7468
2. Sherman EDC - Drainage Easement - 20 feet - City of Sherman
3. Property Location

RESOLUTION NO. 7468

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE EXECUTION OF A 20' DRAINAGE EASEMENT (0.152 ACRES) FOR SHERMAN ECONOMIC DEVELOPMENT CORPORATION ACROSS PROPERTY AT S. HWY 75 PROPERTY ID 125557. FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS:

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a drainage easement across the property at S. Hwy, Sherman, TX property ID 125557. Drainage easement containing 0.152 acres being more particularly described in the attached Exhibit "A-1" attached hereto and made a part hereof for all purposes.

SECTION 2. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the 21st day of January 2025.

CITY OF SHERMAN, TEXAS

BY:_____
SHAWN TEAMANN, MAYOR

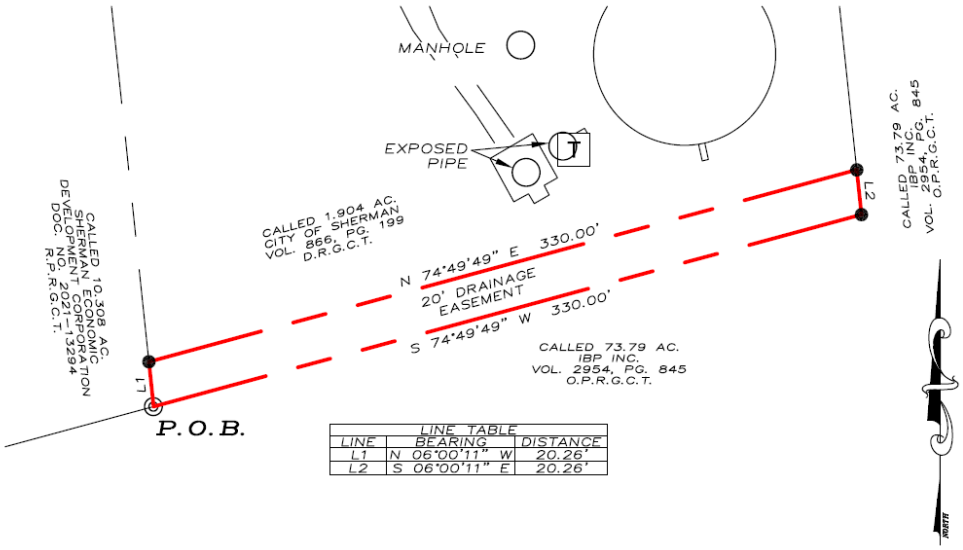
ATTEST:

BY:_____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:
THE LAW FIRM OF ABERNATHY, ROEDER, BOYD & HULLETT, P.C.

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

Exhibit “A-1”



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 06°00'11" W	20.26'
L2	S 06°00'11" E	20.26'

LEGAL DESCRIPTION

Situated in the County of Grayson, State of Texas, being a part of the Sherrod Dunman Survey, Abstract No. 329, and being part of a tract of land described as 1.904 acres conveyed to City of Sherman by deed recorded in Volume 866, Page 199, Deed Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows:

Beginning at a Found ½" steel rod being the southwest corner of said City of Sherman Tract;

Thence North 06°00'11" West with the west line of said City of Sherman Tract a distance of 20.26 feet to a point;

Thence North 74°49'49" East over and across said City of Sherman Tract a distance of 330.00 feet to a point in the East Line of said City of Sherman Tract;

Thence South 06°00'11" East with the said East line a distance of 20.26 feet to the southeast corner of said City of Sherman Tract;

Thence South 74°49'49" West with the South line of said City of Sherman Tract a distance of 330.00 feet to the Point of Beginning and containing 0.152 acres of land.

JOB NO. 24040430 CITY OF SHERMAN

20' DRAINAGE EASEMENT

UNDERWOOD
DRAFTING & SURVEYING, INC.
3404 INTERURBAN ROAD
DENISON, TEXAS 75023
(903) 465-2151 FAX: (903) 465-2352

DATE: 08/21/2024
DRAWN BY: BAU
APPROVED BY: DWU
SCALE: 1" = 60'

CITY OF SHERMAN
20' DRAINAGE EASEMENT

DOUGLAS W. UNDERWOOD,
R.P.L.S. NO. 4709
FIRM NO. 10006300

AFTER RECORDING, RETURN TO:

Mr. Kent Sharp, Executive Director
Sherman Economic Development Corporation
307 West Washington, Ste.102
Sherman, Texas 75090

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

20' DRAINAGE EASEMENT

STATE OF TEXAS **KNOW ALL MEN BY THESE PRESENTS:**

COUNTY OF GRAYSON

That the **CITY OF SHERMAN, TEXAS**, a Texas home-rule municipality (hereinafter referred to as the "Grantor"), for and in consideration of the sum of **TEN AND NO/100 DOLLARS ($10.00)** and other good and valuable consideration paid to Grantor by the **SHERMAN ECONOMIC DEVELOPMENT CORPORATION**, a Texas non-profit corporation (hereinafter referred to as the "Grantee"), the receipt and sufficiency of which are hereby acknowledged, does hereby GIVE, GRANT, and CONVEY unto Grantee a non-exclusive easement and right to construct, reconstruct and perpetually maintain drainage facilities, grading and all necessary appurtenances thereto (the "Facilities") in, on, under, over and across certain real property in Grayson County, Texas, being more particularly described in ***Exhibit A*** attached hereto and made a part hereof for all purposes, (the "***Easement Property***").

Grantor retains, reserves and shall continue to enjoy the surface of the Easement Property for any and all purposes provided that any improvements made to or added to the Easement

Property shall be subject to approval by the Grantee, which approval shall not be unreasonably withheld. Those improvements which currently exist on the Easement Property are hereby approved by the Grantee. Upon completion of construction, reconstruction, repair, or removal of the Facilities within the Easement Property, Grantee shall restore the Easement Property and the temporary construction easement to as near as is practicable to the condition in which the Easement Property and the temporary construction easement was found before such work was undertaken.

The Grantee herein, its successors and assigns, shall have, and it is hereby granted, the right of ingress and egress over that portion of the servient estate as is reasonably necessary to and for the limited purpose of accessing the Easement Property herein granted.

TO HAVE AND TO HOLD the Easement Property unto the Grantee for the purposes herein set forth, Grantor hereby binds itself and Grantor's heirs, executors, administrators, successors and assigns to warrant and forever defend the easement and rights granted herein unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or attempting to claim the same or any part thereof, by, through or under Grantor.

EXECUTED as of this ____ day of _____ , 2025.

GRANTOR:

CITY OF SHERMAN, TEXAS,
a Texas home-rule municipality,

By:_____
Shawn Teamann, Mayor

ATTEST:

_____
Linda Ashby, City Clerk

APPROVED AS TO FORM:

_____
Ryan Pittman, City Attorney

STATE OF TEXAS §
§
COUNTY OF GRAYSON §

This instrument was acknowledged before me on _____, 2025, by Shawn Teamann, Mayor of the City of Sherman, Texas, a Texas home-rule municipality, on behalf of said Texas municipality.

_____
Notary Public, State of Texas
My commission expires:
_____

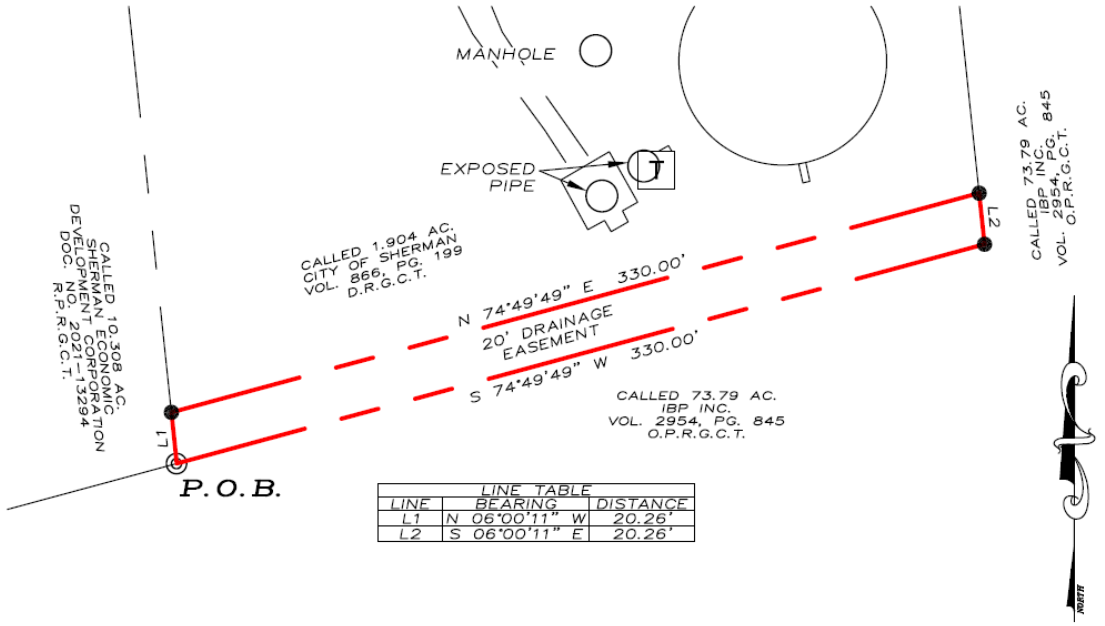
ACCEPTED:

SHERMAN ECONOMIC DEVELOPMENT CORPORATION,
a Texas non-profit corporation

By_____
Kent Sharp, CEO

Exhibit A

Legal Description and Depiction
of the
Easement Property



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Thence South 06°00'11" East with the said East line a distance of 20.26 feet to the southeast corner of said City of Sherman Tract;

Thence South 74°49'49" West with the South line of said City of Sherman Tract a distance of 330.00 feet to the Point of Beginning and containing 0.152 acres of land.

JOB NO. 24040430 CITY OF SHERMAN

DOUGLAS W. UNDERWOOD,
R.P.L.S. NO. 4709
FIRM NO. 10006300

20' DRAINAGE EASEMENT

UNDERWOOD
DRAFTING & SURVEYING, INC.
3404 INTERURBAN ROAD
DENISON, TEXAS 75023
(903) 465-2151 FAX: (903) 465-2352

DATE: 08/21/2024
DRAWN BY: BAU
APPROVED BY: DWU
SCALE: 1" = 60'

CITY OF SHERMAN
20' DRAINAGE EASEMENT

Sherman Development Engineering Group

Tuck Pump Station (125557)

1" = 600'

NORTH

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. G.5.

Meeting Date: 1/21/2025

Prepared By: Wayne Lee, Director of Engineering

Approved By: Robby Hefton, City Manager

Caption:

**** RESOLUTION NO. 7469***

Awarding a Bid to and Authorizing Execution of a Contract Between Lynn Vessels Construction, LLC and the Greater Texoma Utility Authority Based on an Invitation to Bid for the Crossroads Wastewater Main Extension

Issue:

To consider awarding a bid to and authorizing execution of a contract between Lynn Vessels Construction, LLC of Sherman, Texas, and the Greater Texoma Utility Authority based on an invitation to bid for the Crossroads Wastewater Main Extension project.

Background:

To continue to promote the development of the Crossroads development an existing wastewater main needs to be upgraded and extended. This project will install 5,928 linear feet of 8-inch to 15-inch wastewater main from FM 1417 to north of West Travis and Medical Drive.

Eleven (11) bidders responded to the request for bids. Bids were opened on December 18, 2024, and the lowest, responsive, responsible bid in the amount of $1,424,838.15 was submitted by Lynn Vessels Construction, LLC. The Engineer recommends awarding to this contractor. A bid tabulation is attached.

Origination:

Engineering Department

Financial Consideration:

Funding in the amount of $1,424,838.15 will be provided through existing GTUA Open Market Bonds with reimbursement to the City through TIRZ No. 5.

Staff Recommendation:

It is recommended that the bid be awarded for the Crossroads Wastewater Main Extension to Lynn Vessels Construction, LLC in the amount of $1,424,838.15. It is also recommended that the Greater Texoma Utility Authority (GTUA) be authorized to execute the required contract documents.

Alternatives:

As may be directed by City Council

Attachments:

1. Resolution No. 7469
2. Unsigned Agreement - Lynn Vessels Construction, LLC

3. Bid Tabulation
4. Letter of Recommendation
5. Location Map

RESOLUTION NO. 7469

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT BETWEEN LYNN VESSELS CONSTRUCTION, LLC AND THE GREATER TEXOMA UTILITY AUTHORITY BASED ON AN INVITATION TO BID FOR THE CROSSROADS WASTEWATER MAIN EXTENSION; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS:

SECTION 1. That Lynn Vessels Construction, LLC of Sherman, Texas, is hereby awarded the bid and the City of Sherman hereby approves the contract between said contractor and the Greater Texoma Utility Authority in the amount of One Million Four Hundred Twenty-Four Thousand Eight Hundred Thirty-Eighty Dollars and Fifteen Cents ($1,424,838.15) for the Crossroads Wastewater Main Extension; subject to all Contract Documents being properly completed and approved as to form and content.

SECTION 2. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the 21st day of January 2025.

CITY OF SHERMAN, TEXAS

BY: _____
SHAWN TEAMANN, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:
THE LAW FIRM OF ABERNATHY, ROEDER, BOYD & HULLETT, P.C.

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

AGREEMENT

THIS AGREEMENT is by and between the GREATER TEXOMA UTILITY AUTHORITY ("GTUA") on behalf of the City of Sherman, and Lynn Vessels Construction, LLC, a corporation (the "CONTRACTOR"). GTUA and CONTRACTOR are sometimes referred to collectively as the "parties" or individually as a "party."

GTUA and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

Article 1. **WORK**

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents (hereinafter defined) and shall furnish all personnel, labor, equipment, supplies and all other items necessary to provide the services and deliverables as specified by the terms and conditions of the Contract Documents (collectively, the "Work"). The Work is generally described as follows:

Crossroads Wastewater Main Extension Project

Article 2. **ENGINEER**

The Project has been designed by Brockette/ Davis/ Drake, Inc., of Dallas, Texas, who is hereinafter called ENGINEER and who is to act as GTUA'S representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3. **CONTRACT TIME**

3.1 The Work must be substantially completed and ready for final payment within 200 calendar days from the date when the Contract Time commences to run, as provided in the General Conditions.

3.2 Liquidated Damages. GTUA and CONTRACTOR recognize that time is of the essence of this Agreement and that GTUA will suffer financial loss and actual damages if the Work is not completed within the time specified above, plus any extensions thereof allowed in accordance with the General Conditions. The parties also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss and damages suffered by GTUA if the Work is not completed on time. The exact amount of such loss and damages will be difficult to ascertain. Accordingly, instead of requiring any such proof, GTUA and CONTRACTOR agree that CONTRACTOR shall pay GTUA $ 240.00 for each calendar day in which the Work is not completed, not as a penalty but as liquidated damages for the loss and damages that would be suffered by GTUA as a result of delay for each and every calendar day that the CONTRACTOR shall have failed to have completed the Work as required herein.

Article 4. **CONTRACT PRICE**

GTUA shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds as follows:

At the unit prices shown on the Unit Price Bid Schedule included in the Contract Documents.

Article 5. **PAYMENT PROCEDURES**

CONTRACTOR shall submit a Application for Payment in accordance with the General Conditions. Applications for Payment will be processed by GTUA, as provided in the Special Provisions.

CONTRACTOR and GTUA acknowledge and agree that the continuation of this Agreement after the close of any given fiscal year of GTUA, which fiscal year ends on September 30th of each year, shall be subject to GTUA Board approval. In the event that the GTUA Board does not approve the appropriation of funds for this Agreement, the Agreement shall terminate at the end of the fiscal year for which funds were appropriated, and the parties shall have no further obligations hereunder, except that GTUA shall be obligated to pay monies owed CONTRACTOR for Services it has provided pursuant to this Agreement through the end of that fiscal year provided that CONTRACTOR is not in breach of this Agreement.

Article 6. **INTEREST**

If the contract amount of this Agreement is less than $5,000,000, no interest will be paid to the CONTRACTOR on retained money. When the contract amount exceeds $5,000,000, no interest will be paid unless required by law.

Article 7. **CONTRACTOR'S REPRESENTATIONS**

In order to induce GTUA to enter into this Agreement, CONTRACTOR makes the following representations:

7.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that, in any manner, may affect cost, progress, performance or furnishing of the Work.

7.2 CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

7.3 CONTRACTOR has reviewed and fully agrees to the limitation of liability provisions included in the Special Provisions.

7.4 CONTRACTOR certifies that they are eligible to be awarded government contracts. CONTRACTOR also certifies that any agreement entered into with a subcontractor will contain a clause stating that the subcontractor is eligible to be awarded government contracts.

Article 8. **CONTRACT DOCUMENTS**

The “Contract Documents,” which comprise the entire agreement between GTUA and CONTRACTOR concerning the Work, consist of the following:

8.1 This Agreement
8.2 Advertisement for Bids
8.3 Instructions to Respondents
8.4 Certifications Required by Texas Law
8.5 Suspension and Debarment Certification
8.6 Bid Bond and Bid Bond POA
8.7 Statement of Respondent's Qualifications
8.8 Insurance Requirement Affidavit
8.9 Bid Submittal
8.10 Resolution of Award
8.11 Form 1295, Certificate of Interested Parties
8.12 Certificate of Insurance
8.13 Performance Bond and POA
8.14 Payment Bond and POA
8.15 Notice to Proceed
8.16 Maintenance Bond and POA
8.17 Closeout Documents
8.18 Special Provisions
8.19 Technical Specification prepared or issued by the City of Sherman dated 11/26/2024.
8.20 Drawings, consisting of sheets numbered 1 through 10, inclusive with each sheet bearing the following general title: City of Sherman, Crossroads Wastewater Main Extension.
8.21 Addenda numbers 1 to 1, inclusive.
8.22 The following, which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto:

All written Amendments, change orders, and other documents amending, modifying, or supplementing the Contract Documents pursuant to the Special Provisions. The parties understand and agree that deviations or modifications to the scope of Work described in the Contract Documents, in the form of one or more written Contingency Change Allowance or also change orders, may be authorized from time to time by GTUA ("Change Orders"). "Extra" work, "claims" invoiced as "extra" work or "claims" which have not been issued as a duly executed, written Change Orders by the GTUA Manager or his designee will not be authorized for payment and/or shall not become part of this Agreement. A duly executed, written Change Order shall be preceded by the GTUA's authorization for the GTUA Manager to execute said Change Order. CONTRACTOR agrees that GTUA'S project managers are authorized to issue Contingency Allowance Authorization but GTUA'S project managers, superintendents and/or inspectors not authorized to issue verbal or written Change Orders.

There are no Contract Documents other than those listed above. The Contract Documents may only be amended, modified or supplemented, as outlined in this Agreement.

Article 9. **INDEMNITY**

CONTRACTOR HEREBY RELEASES AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS GTUA, THE CITY OF SHERMAN AND THEIR RESPECTIVE BOARD OR CITY COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES (COLLECTIVELY REFERRED TO AS "GTUA" FOR PURPOSES OF THIS SECTION) FROM AND AGAINST ALL DAMAGES, INJURIES (WHETHER IN CONTRACT OR IN TORT, INCLUDING

PERSONAL INJURY AND DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, ACTIONS, JUDGMENTS, LIENS, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEY'S FEES AND EXPENSES INCURRED IN ENFORCING THIS SECTION), THAT IN WHOLE OR IN PART ARISE OUT OF OR ARE CONNECTED WITH GOODS AND/OR SERVICES PROVIDED BY CONTRACTOR, ITS OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES OR ANY OTHER THIRD PARTIES FOR WHOM CONTRACTOR IS LEGALLY RESPONSIBLE (COLLECTIVELY REFERRED TO AS "CONTRACTOR" FOR PURPOSES OF THIS SECTION) PURSUANT TO THIS AGREEMENT AND/OR THE NEGLIGENT, GROSSLY NEGLIGENT AND/OR INTENTIONAL WRONGFUL ACT AND/OR OMISSION OF CONTRACTOR IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT, REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OF GTUA (COLLECTIVELY, "CLAIMS"). THIS INDEMNIFICATION PROVISION AND THE USE OF THE TERM "CLAIMS" IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT IS NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST GTUA BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONTRACTOR AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH CONTRACTOR, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE.

IN ITS SOLE DISCRETION, GTUA SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY CONTRACTOR IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY GTUA, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY GTUA IN WRITING. GTUA RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, GTUA IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY GTUA IS NOT TO BE CONSTRUED AS A WAIVER OF CONTRACTOR'S OBLIGATION TO DEFEND GTUA OR AS A WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY GTUA PURSUANT TO THIS AGREEMENT. CONTRACTOR SHALL RETAIN GTUA-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF GTUA'S WRITTEN NOTICE THAT GTUA IS INVOKING ITS RIGHT TO DEFENSE OR INDEMNIFICATION UNDER THIS AGREEMENT. IF CONTRACTOR FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, GTUA SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND CONTRACTOR SHALL BE LIABLE FOR ALL COSTS INCURRED BY GTUA.

THE RIGHTS AND OBLIGATIONS CREATED BY THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

Article 10. **LIABILITY**

To the fullest extent permitted by law, CONTRACTOR shall be fully and solely responsible and liable for its own acts and omissions, including those of its officers, agents, representatives, employees, subcontractors, licensees, invitees and all other parties performing services for or on behalf of CONTRACTOR under this

Agreement, and for any and all damage to CONTRACTOR's equipment and other property. GTUA and the City of Sherman assume no such responsibility or liability. GTUA and the City of Sherman shall have no such responsibility or liability to either CONTRACTOR or its officers, agents, representatives, employees, subcontractors, licensees, invitees or other persons.

Article 11. **TERMINATION**

GTUA or the City of Sherman is entitled to terminate this Agreement at any time for any reason or for no reason by giving CONTRACTOR at least thirty (30) days' prior written notice of the termination date.

GTUA or the City of Sherman is entitled to terminate this Agreement immediately on breach of any term or provision of the Contract Documents by CONTRACTOR. If at any time during the term of this Agreement, CONTRACTOR shall fail to commence the work in accordance with the provisions of the Contract Documents or fail to diligently perform the work in an efficient, timely and careful manner and in strict accordance with the provisions of the Contract Documents, then GTUA or the City of Sherman shall have the right to terminate this Agreement. Any such act by GTUA or the City of Sherman shall not be deemed a waiver of any other right or remedy of GTUA or the City of Sherman.

The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its rights to use any or all other remedies. These rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

Article 12. **MISCELLANEOUS**

12.1 Terms used in the Agreement will have the meanings indicated in the Special Provisions.

12.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, monies that may become due and monies that are due, may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

12.3 CONTRACTOR acknowledges and agrees that the existence of a prohibited interest during the term of this Agreement will render this Agreement voidable. CONTRACTOR further acknowledges and agrees that it also is aware of, and will abide by, the vendor disclosure requirements set forth in Chapter 176 of the Texas Local Government Code, as amended.

12.4 Each party represents and warrants to the other that it has the full power and authority to enter into and fulfill the obligations of this Agreement. The respective signatories to this Agreement, by affixing their signatures hereto, warrant and represent that they have the authority to bind their respective parties as duly authorized representatives thereof.

12.5 The parties acknowledge and agree that, in executing and performing this Agreement, GTUA has not waived, nor shall be deemed to have waived, any defense or immunity, including governmental,

sovereign and official immunity, that would otherwise be available to it or the City of Sherman against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.

12.6 In the event that a term, condition or provision of this Agreement is determined to be invalid, illegal, void, unenforceable or unlawful by a court of competent jurisdiction, then that term, condition or provision shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been included in this Agreement.

12.7 If either party files any action or brings any proceeding against the other arising from this Agreement, then as between GTUA and CONTRACTOR, the prevailing party shall be entitled to recover as an element of its costs of suit, and not as damages, reasonable and necessary attorneys' fees and litigation expenses both at trial and on appeal, subject to the limitations set forth in TEX. LOC. GOV'T CODE § 271.153, as it exists or may be amended, if applicable.

12.8 The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement, without regard to conflict of law principles. This Agreement is performable in Grayson County, Texas, and the exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Grayson County, Texas.

12.9 Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance.

12.10 CONTRACTOR covenants and agrees that CONTRACTOR is an independent contractor and not an officer, agent, servant or employee of GTUA; that CONTRACTOR shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing the same; that the doctrine of respondent superior shall not apply as between GTUA and CONTRACTOR, its officers, agents, employees, contractors, subcontractors and consultants; and that nothing herein shall be construed as creating a partnership or joint enterprise between GTUA and CONTRACTOR.

12.11 GTUA and CONTRACTOR agree the City of Sherman is an intended third-party beneficiary of CONTRACTOR's obligations under the Contract Documents and shall be entitled to enforce such obligations as if it were a party hereto and may seek and obtain any and all available remedies against CONTRACTOR in the event CONTRACTOR breaches any term or provision of the Contract Documents, it being the intent of GTUA and CONTRACTOR to confer direct benefits on the City of Sherman under the Contract Documents. In addition, GTUA and CONTRACTOR agree that the City of Sherman is entitled to exercise all rights of GTUA under the Contract Documents.

12.12 This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.

12.13 This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail and/or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.

12.14 GTUA and CONTRACTOR each binds itself, its partners, successors, assign, and legal representatives to the other party hereto, its partners, successors, assign and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

12.15 GTUA and CONTRACTOR agree the City of Sherman is an intended third-party beneficiary of CONTRACTOR's obligations under the Contract Documents and shall be entitled to enforce such obligations as if it were a party hereto and may seek and obtain any and all available remedies against CONTRACTOR in the event CONTRACTOR breaches any term or provision of the Contract Documents, it being the intent of GTUA and CONTRACTOR to confer direct benefits on the City of Sherman under the Contract Documents. In addition, GTUA and CONTRACTOR agree that the City of Sherman is entitled to exercise all rights of GTUA under the Contract Documents.

Article 13. **OTHER PROVISIONS**

None.

IN WITNESS WHEREOF, GTUA and CONTRACTOR have signed this Agreement in multiple copies. One counterpart each has been delivered to GTUA, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed or identified by GTUA and CONTRACTOR or by ENGINEER on their behalf. The date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature below) will be deemed the effective date of this Agreement (the "Effective Date").

GTUA:	CONTRACTOR: Lynn Vessels Construction, LLC
_____	_____
By: _____	By: _____
Date: _____	Date: _____
	(Corporate Seal)
Attest: _____	Attest: _____
Address for giving notices:	Address for giving notices:
_____	_____
_____	_____

Brockette/Davis/Drake, Inc.
Civil and Structural Engineering, Land Surveying
12377 Merit Drive, Suite 1100, Dallas, TX 75251
214.824.3647 ph 214.824.3373 fx www.bddeng.com

BID TABULATIONS

Project Name: Crossroads Water/Wastewater Main Extension
By: James A. Riley, P.E. **Client:** City of Sherman
Date: December 30, 2024 **BDD Project No:** C23008

ITEM NO	DESCRIPTION	QNTY	UNIT	Dickerson Construction		Ana Site Construction		Hayes Construction		Acadia Services		Quality Excavation		Triad Service Group		Ground-up Land Services		Canary Construction		Lynn Vessels Construction		Western Municipal		J&L Construction	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Mobilization, Bonds & Insurance @ Maximum 5% of Total Bid	1	LS	$ 92,450.00	$ 92,450.00	$ 53,050.00	$ 53,050.00	$ 85,000.00	$ 85,000.00	$ 94,000.00	$ 94,000.00	$ 43,915.00	$ 43,915.00	$ 60,000.00	$ 60,000.00	$ -	$ -	$ 95,000.00	$ 95,000.00	$ 47,000.00	$ 47,000.00	$ 124,415.00	$ 124,415.00	$ 80,642.00	$ 80,642.00
2	Right-of-Way Preparation	57	STA	$ 500.00	$ 28,500.00	$ 555.00	$ 31,635.00	$ 100.00	$ 5,700.00	$ 700.00	$ 39,900.00	$ 718.00	$ 40,926.00	$ 330.00	$ 18,810.00	$ -	$ -	$ 2,500.00	$ 142,500.00	$ 300.00	$ 17,100.00	$ 1,600.00	$ 91,200.00	$ 243.63	$ 13,886.91
3	Furnish & Install 8-Inch SDR 35 PVC, By Open Cut, 0 to 15 ft. Deep	92	LF	$ 75.00	$ 6,900.00	$ 64.00	$ 5,888.00	$ 135.00	$ 12,420.00	$ 95.00	$ 8,740.00	$ 118.00	$ 10,856.00	$ 75.00	$ 6,900.00	$ -	$ -	$ 125.00	$ 11,500.00	$ 75.65	$ 6,959.80	$ 135.00	$ 12,420.00	$ 82.14	$ 7,556.88
4	Furnish & Install 8-Inch SDR 26 PVC, By Open Cut, 15 to 20 ft. Deep	122	LF	$ 105.00	$ 12,810.00	$ 79.00	$ 9,638.00	$ 175.00	$ 21,350.00	$ 110.00	$ 13,420.00	$ 128.00	$ 15,616.00	$ 85.00	$ 10,370.00	$ -	$ -	$ 185.00	$ 22,570.00	$ 87.25	$ 10,644.50	$ 155.00	$ 18,910.00	$ 161.71	$ 19,728.62
5	Furnish & Install 12-Inch SDR 35 PVC, By Open Cut, 0 to 15 ft. Deep	1,067	LF	$ 85.00	$ 90,695.00	$ 79.00	$ 84,293.00	$ 128.00	$ 136,576.00	$ 125.00	$ 133,375.00	$ 92.00	$ 98,164.00	$ 90.00	$ 96,030.00	$ -	$ -	$ 155.00	$ 165,385.00	$ 90.40	$ 96,456.80	$ 170.00	$ 181,390.00	$ 146.58	$ 156,400.86
6	Furnish & Install 12-Inch SDR 26 PVC, By Open Cut, 0 to 15 ft. Deep	525	LF	$ 117.00	$ 61,425.00	$ 87.00	$ 45,675.00	$ 132.00	$ 69,300.00	$ 135.00	$ 70,875.00	$ 102.00	$ 53,550.00	$ 100.00	$ 52,500.00	$ -	$ -	$ 165.00	$ 86,625.00	$ 97.00	$ 50,925.00	$ 185.00	$ 97,125.00	$ 156.00	$ 81,900.00
7	Furnish & Install 12-Inch SDR 26 PVC, By Open Cut, 15 to 20 ft. Deep	1,025	LF	$ 345.00	$ 353,625.00	$ 97.00	$ 99,425.00	$ 167.00	$ 171,175.00	$ 160.00	$ 164,000.00	$ 119.00	$ 121,975.00	$ 120.00	$ 123,000.00	$ -	$ -	$ 210.00	$ 215,250.00	$ 102.00	$ 104,550.00	$ 240.00	$ 246,000.00	$ 193.04	$ 197,866.00
8	Furnish & Install 15-Inch SDR 35 PVC, By Open Cut, 0 to 15 ft. Deep	100	LF	$ 970.00	$ 97,000.00	$ 98.00	$ 9,800.00	$ 136.00	$ 13,600.00	$ 145.00	$ 14,500.00	$ 232.00	$ 23,200.00	$ 105.00	$ 10,500.00	$ -	$ -	$ 175.00	$ 17,500.00	$ 105.70	$ 10,570.00	$ 260.00	$ 26,000.00	$ 187.65	$ 18,765.00
9	Furnish & Install 15-Inch SDR 26 PVC, By Open Cut, 0 to 15 ft. Deep	962	LF	$ 132.00	$ 126,984.00	$ 107.00	$ 102,934.00	$ 145.00	$ 139,490.00	$ 160.00	$ 153,920.00	$ 139.00	$ 133,718.00	$ 115.00	$ 110,630.00	$ -	$ -	$ 185.00	$ 177,970.00	$ 114.40	$ 110,052.80	$ 280.00	$ 269,360.00	$ 169.14	$ 162,712.68
10	Furnish & Install 15-Inch SDR 26 PVC, By Open Cut, 15 to 20 ft. Deep	855	LF	$ 378.00	$ 323,190.00	$ 111.00	$ 94,905.00	$ 180.00	$ 153,900.00	$ 185.00	$ 158,175.00	$ 150.00	$ 128,250.00	$ 115.00	$ 98,325.00	$ -	$ -	$ 240.00	$ 205,200.00	$ 118.23	$ 101,086.65	$ 300.00	$ 256,500.00	$ 203.82	$ 174,266.10
11	Furnish & Install 15-Inch SDR 26 PVC, By Open Cut, 20 to 25 ft. Deep	900	LF	$ 460.00	$ 414,000.00	$ 136.00	$ 122,400.00	$ 282.00	$ 253,800.00	$ 155.00	$ 139,500.00	$ 163.00	$ 146,700.00	$ 130.00	$ 117,000.00	$ -	$ -	$ 310.00	$ 279,000.00	$ 130.00	$ 117,000.00	$ 325.00	$ 292,500.00	$ 241.06	$ 216,954.00
12	Furnish & Install 12-Inch SDR 26 PVC, By Method Other Than Open Cut	260	LF	$ 100.00	$ 26,000.00	$ 100.00	$ 26,000.00	$ 90.00	$ 23,400.00	$ 130.00	$ 33,800.00	$ 58.00	$ 15,080.00	$ 120.00	$ 31,200.00	$ -	$ -	$ 350.00	$ 91,000.00	$ 108.00	$ 28,080.00	$ 250.00	$ 65,000.00	$ 76.79	$ 19,965.40
13	Furnish & Install 15-Inch SDR 26 PVC, By Method Other Than Open Cut	20	LF	$ 150.00	$ 3,000.00	$ 135.00	$ 2,700.00	$ 100.00	$ 2,000.00	$ 145.00	$ 2,900.00	$ 141.00	$ 2,820.00	$ 180.00	$ 3,600.00	$ -	$ -	$ 375.00	$ 7,500.00	$ 115.00	$ 2,300.00	$ 300.00	$ 6,000.00	$ 188.55	$ 3,771.00
14	Furnish & Install 4-ft. Diameter Wastewater Manhole, 0 to 10 ft. Deep	5	EA	$ 6,700.00	$ 33,500.00	$ 10,400.00	$ 52,000.00	$ 8,033.00	$ 40,165.00	$ 8,500.00	$ 42,500.00	$ 11,288.00	$ 56,440.00	$ 7,200.00	$ 36,000.00	$ -	$ -	$ 8,000.00	$ 40,000.00	$ 6,000.00	$ 30,000.00	$ 7,700.00	$ 38,500.00	$ 12,287.60	$ 61,438.00
15	Furnish & Install 4-ft. Diameter Wastewater Manhole, 10 to 15 ft. Deep	9	EA	$ 8,000.00	$ 72,000.00	$ 11,300.00	$ 101,700.00	$ 9,225.00	$ 83,025.00	$ 8,000.00	$ 72,000.00	$ 12,393.00	$ 111,537.00	$ 9,500.00	$ 85,500.00	$ -	$ -	$ 10,000.00	$ 90,000.00	$ 7,000.00	$ 63,000.00	$ 9,600.00	$ 86,400.00	$ 14,159.78	$ 127,438.02
16	Furnish & Install 5-ft. Diameter Wastewater Manhole, 0 to 10 ft. Deep	1	EA	$ 10,000.00	$ 10,000.00	$ 13,500.00	$ 13,500.00	$ 13,038.00	$ 13,038.00	$ 12,500.00	$ 12,500.00	$ 14,827.00	$ 14,827.00	$ 9,600.00	$ 9,600.00	$ -	$ -	$ 11,000.00	$ 11,000.00	$ 9,000.00	$ 9,000.00	$ 11,750.00	$ 11,750.00	$ 12,398.00	$ 12,398.00
17	Furnish & Install 5-ft. Diameter Wastewater Manhole, 10 to 15 ft. Deep	5	EA	$ 11,500.00	$ 57,500.00	$ 15,800.00	$ 79,000.00	$ 16,494.00	$ 82,470.00	$ 15,000.00	$ 75,000.00	$ 16,190.00	$ 80,950.00	$ 13,000.00	$ 65,000.00	$ -	$ -	$ 15,000.00	$ 75,000.00	$ 12,250.00	$ 61,250.00	$ 13,100.00	$ 65,500.00	$ 18,350.80	$ 91,754.00
18	Furnish & Install 5-ft. Diameter Wastewater Manhole, 15 to 20 ft. Deep	2	EA	$ 15,000.00	$ 30,000.00	$ 22,000.00	$ 44,000.00	$ 18,338.00	$ 36,676.00	$ 18,500.00	$ 37,000.00	$ 19,088.00	$ 38,176.00	$ 15,000.00	$ 30,000.00	$ -	$ -	$ 19,000.00	$ 38,000.00	$ 16,000.00	$ 32,000.00	$ 15,700.00	$ 31,400.00	$ 30,029.00	$ 60,058.00
19	Furnish & Install 5-ft. Diameter Wastewater Manhole, 20 to 25 ft. Deep	1	EA	$ 21,000.00	$ 21,000.00	$ 25,000.00	$ 25,000.00	$ 23,145.00	$ 23,145.00	$ 30,500.00	$ 30,500.00	$ 24,247.00	$ 24,247.00	$ 17,000.00	$ 17,000.00	$ -	$ -	$ 22,000.00	$ 22,000.00	$ 22,000.00	$ 22,000.00	$ 18,800.00	$ 18,800.00	$ 36,904.00	$ 36,904.00
20	Furnish & Install 5-ft. Diameter Wastewater Manhole with Interior Drop, 20 to 25 ft. Deep	1	EA	$ 25,000.00	$ 25,000.00	$ 32,000.00	$ 32,000.00	$ 25,274.00	$ 25,274.00	$ 27,000.00	$ 27,000.00	$ 26,034.00	$ 26,034.00	$ 26,000.00	$ 26,000.00	$ -	$ -	$ 26,000.00	$ 26,000.00	$ 23,000.00	$ 23,000.00	$ 21,400.00	$ 21,400.00	$ 38,777.00	$ 38,777.00
21	Furnish & Install 24-Inch Steel Casing Pipe with Bore	20	LF	$ 750.00	$ 15,000.00	$ 765.00	$ 15,300.00	$ 400.00	$ 8,000.00	$ 1,300.00	$ 26,000.00	$ 1,032.00	$ 20,640.00	$ 1,500.00	$ 30,000.00	$ -	$ -	$ 1,100.00	$ 22,000.00	$ 591.22	$ 11,824.40	$ 1,100.00	$ 22,000.00	$ 909.35	$ 18,187.00
22	Furnish & Install 21-Inch Steel Casing Pipe with Bore	260	LF	$ 525.00	$ 136,500.00	$ 425.00	$ 110,500.00	$ 360.00	$ 93,600.00	$ 750.00	$ 195,000.00	$ 501.00	$ 130,260.00	$ 600.00	$ 156,000.00	$ -	$ -	$ 1,100.00	$ 286,000.00	$ 576.77	$ 149,960.20	$ 460.00	$ 119,600.00	$ 676.05	$ 175,773.00
23	Abandon Existing Manhole	11	EA	$ 1,000.00	$ 11,000.00	$ 1,400.00	$ 15,400.00	$ 1,700.00	$ 18,700.00	$ 4,500.00	$ 49,500.00	$ 2,814.00	$ 30,954.00	$ 4,700.00	$ 51,700.00	$ -	$ -	$ 2,500.00	$ 27,500.00	$ 1,450.00	$ 15,950.00	$ 1,600.00	$ 17,600.00	$ 3,550.55	$ 39,056.05
24	Trench Safety	5,928	LF	$ 5.00	$ 29,640.00	$ 7.00	$ 41,496.00	$ 2.50	$ 14,820.00	$ 4.00	$ 23,712.00	$ 4.00	$ 23,712.00	$ 2.00	$ 11,856.00	$ -	$ -	$ 5.00	$ 29,640.00	$ 2.50	$ 14,820.00	$ 5.00	$ 29,640.00	$ 12.20	$ 72,321.60
25	Connect to Existing Wastewater Main	3	EA	$ 1,500.00	$ 4,500.00	$ 5,000.00	$ 15,000.00	$ 8,000.00	$ 24,000.00	$ 6,000.00	$ 18,000.00	$ 2,678.00	$ 8,034.00	$ 8,000.00	$ 24,000.00	$ -	$ -	$ 3,500.00	$ 10,500.00	$ 2,320.00	$ 6,960.00	$ 14,500.00	$ 43,500.00	$ 6,888.00	$ 20,664.00
26	Construct Manhole over Existing Wastewater Main	4	EA	$ 12,000.00	$ 48,000.00	$ 17,500.00	$ 70,000.00	$ 18,000.00	$ 72,000.00	$ 26,500.00	$ 106,000.00	$ 11,574.00	$ 46,296.00	$ 23,000.00	$ 92,000.00	$ -	$ -	$ 16,500.00	$ 66,000.00	$ 2,900.00	$ 11,600.00	$ 8,200.00	$ 32,800.00	$ 14,156.00	$ 56,624.00
27	Erosion Control	5,928	LF	$ 3.00	$ 17,784.00	$ 4.00	$ 23,712.00	$ 1.00	$ 5,928.00	$ 20.00	$ 118,560.00	$ 2.00	$ 11,856.00	$ 4.50	$ 26,676.00	$ -	$ -	$ 4.00	$ 23,712.00	$ 3.00	$ 17,784.00	$ 7.70	$ 45,645.60	$ 6.79	$ 40,251.12
29	Remove Erosion Control	5,928	LF	$ 1.00	$ 5,928.00	$ 2.00	$ 11,856.00	$ 0.50	$ 2,964.00	$ 3.00	$ 17,784.00	$ 1.00	$ 5,928.00	$ 4.50	$ 26,676.00	$ -	$ -	$ 2.00	$ 11,856.00	$ 0.50	$ 2,964.00	$ 5.60	$ 33,196.80	$ 0.77	$ 4,564.56
30	Construction Contingency Allowance	1	LS	$ 250,000.00	$ 250,000.00	$ 250,000.00	$ 250,000.00	$ 250,000.00	$ 250,000.00	$ 250,000.00	$ 250,000.00	$ 250,000.00	$ 250,000.00	$ 250,000.00	$ 250,000.00	$ -	$ -	$ 250,000.00	$ 250,000.00	$ 250,000.00	$ 250,000.00	$ 250,000.00	$ 250,000.00	$ 250,000.00	$ 250,000.00
	TOTAL				**$ 2,403,931.00**		**$ 1,588,807.00**		**$ 1,881,516.00**		**$ 2,128,161.00**		**$ 1,714,661.00**		**$ 1,676,873.00**		**No Response**		**$ 2,546,208.00**		**$ 1,424,838.15**		**$ 2,554,552.40**		**$ 2,260,623.80**

Item No. 28 was missing from Bid Submittal Sheet given to Contractors* **$ 2,403,934.00

December 30, 2024

Mr. Travis Overturf, PE
City of Sherman
220 W. Mulberry Street
Sherman, Texas 75091

Re: Bid Award
Crossroads Wastewater Main Extension
Project #3108 / Bid Number 2025-06
BDD Project No. C23008

Dear Mr. Overturf:

Brockette/Davis/Drake, Inc. (BDD) prepared a bid tabulation and reviewed the bids from the 11 contractors. The bid from Ground-Up Land Services was thrown out due to being non-responsive and not providing their bid on the provided bid tabulation that was part of the bid package.

We recommend the project be awarded to Lynn Vessels Construction, LLC in the amount of $1,424,838.15.

If you have any questions or need additional information, please contact me at (214) 824-3647 or jriley@bddeng.com.

Sincerely,

BROCKETTE/DAVIS/DRAKE, INC.
Texas Registered Engineering Firm F-841

James A. Riley, P.E.
Project Manager

JAR/dh

N
Project Location
MEDICAL
Crossroads MOB
Crossroads ER
Davita MOB
W Travis St
TRAVIS
SAM RAYBURN
SAM RAYBURN Sam Rayburn Fwy W
US 75 ENTRANCE 55
US HIGHWAY 75
US Highway 75
S Travis St
S US Highway 75
S Sam Rayburn Fwy
CROSSROADS
ASTON
ACTI Tech
ACTI Tech
W FM 1417
FM 1417
E FM 1417
ARKANSAS
UTAH
SOUTH DAKOTA
KANSAS
IOWA
COLORADO
Utah St
S Dakota Dr
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Esri Community Maps Contributors, Microsoft, Esri, TomTom, Garmin, S
Sherman
CLASSIC TOWN. BROAD HORIZON.

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. H.1.

Meeting Date: 1/21/2025

Prepared By: Jim Cross, Water Systems Manager

Approved By: Robby Hefton, City Manager

Caption:
**** REQUEST TO ADVERTISE***
Annual Supply of Water Chemicals

Issue:
Approval of a request to advertise for the annual supply of water chemicals for the calendar year 2025

Background:
Annually, the City requests public bids or renews the contract, if able, for the supply of our industrial chemical purchases. These chemicals are for use at the Water Treatment Plant, Wastewater lift stations, and the Wastewater Treatment Plant.

Origination:
Production Services

Financial Consideration:
Funds for the purchase of chemicals are included in the recently approved budget for fiscal year 2024-2025. Advertising costs are estimated to be about $200.00.

Staff Recommendation:
It is recommended that the City Council approve the advertising related to the purchase of the annual supply of chemicals.

Alternatives:
As may be directed by the City Council

Attachments:
None

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. H.2.

Meeting Date: 1/21/2025

Prepared By: Justin Eastwood, Director of Parks and Recreation

Approved By: Robby Hefton, City Manager

Caption:
**** REQUEST TO ADVERTISE***
Park Restroom Cleaning Services

Issue:
Requesting permission to advertise for the private contract cleaning of City public park restrooms

Background:
The City of Sherman Parks and Recreation Department annually contracts the cleaning of its park restrooms. We are seeking proposals that would include cleaning and securing of the facilities seven (7) days a week for twelve (12) months per year.

Origination:
Parks and Recreation Department

Financial Consideration:
Funding for these services has been allocated in the City's Park Maintenance budget for the 2024-2025 fiscal year. The cost of advertising is expected to be approximately $200.00.

Staff Recommendation:
It is recommended that the City Council authorize the staff to advertise the Park Restroom Cleaning Services for bid.

Alternatives:
As may be directed by the City Council

Attachments:
None

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. I.1.

Meeting Date: 1/21/2025

Prepared By: Nate Strauch, Community and Support Services Manage

Approved By: Robby Hefton, City Manager

Caption:
Other Business
Receive Presentation on Downtown Incentive Program

Issue:
Receive Presentation on Downtown Incentive Program

Background:
The City of Sherman created the Downtown Building Incentive Grant in 2022 to replace the less-generous façade grant program that proceeded it. The current DBIG provides up to two, $50,000 matching grants for renovations to historic structures in downtown Sherman.

Conversations between council members, city staff, and private sector partners began in late 2024 regarding augmenting the grant program to better cover the scope of larger projects. Based on those discussions, staff is seeking Council input on the degree to which the program should be expanded.

Origination:
City Manager's Office

Financial Consideration:
Dependent upon Council direction

Staff Recommendation:

Alternatives:

Attachments:
None

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. J.1.

Meeting Date: 1/21/2025

Prepared By: Linda Ashby, City Clerk

Approved By: Robby Hefton, City Manager

Caption:
BOARD/COMMISSION APPOINTMENT
Airport Advisory Board (4)

Issue:
WaaDee Hudson and Randy Workman's terms on the Airport Advisory Board expired on October 18, 2024, and Stephen Sanderson's term expired on October 22, 2024. All are eligible and do wish to be reappointed. There is also one vacancy on the board. There is an application from Bob Nunn for this board.

Background:
The Airport Advisory Board was created in 2019 and acts in an advisory capacity to the City Council to review current fees and charges for the airport, T-hangar rentals, and related airport services, and advises the Council on any recommended changes. They review the airport rules, regulations, and operations, and recommend changes to the City Council. They also make recommendations as to how best to manage and operate the airport facilities, to maximize both cost savings to the City and improvement to general aviation. They advise on short and long range airport planning for grounds, buildings, and runway upkeep.

Origination:
The reappointments originated with the City Clerk's Office.

Financial Consideration:
There is no financial consideration to the City.

Staff Recommendation:
It is recommended that the City Council reappoint WaaDee Hudson, Randy Workman, and Stephen Sanderson, and appoint Bob Nunn to the Airport Advisory Board.

Alternatives:
The Council could delay reappointments, or appoint someone else.

Attachments:
1. Airport Advisory Board Roster - 2019
2. Airport Advisory Board - 2019
3. Applicant List for Airport Advisory Board - 2019
4. WaaDee Hudson Reappointment Letter
5. Randy Workman Reappointment Letter
6. Stephen Sanderson Reappointment Letter

7. Bob Nunn Application

MEMBERSHIP ROSTER

AIRPORT ADVISORY BOARD **LENGTH OF TERMS: TWO YEARS**

Ord. 6239 Consecutive Term Limit Two Terms

MEMBER	DISTRICT	TERM BEGINS	TERM EXPIRES	TERMS	MEMBERSHIP REQUIREMENTS
Greg Perry	**n/a**	**A 11/7/2023**	**11/7/2025**	**1**	
Rick Mask	**n/a**	**A 11/7/2023**	**11/7/2025**	**1**	
Nathan Wieck	**2**	**A 11/2/2021** **R 11/2/2023**	**11/2/2023** **11/2/2025**	**1** **2**	
Vacant			**11/7/2025**		
WaaDee Hudson	**4**	**A 10/18/2022**	**10/18/2024**	**1**	
Randy Workman	**n/a**	**A 10/18/2022**	**10/18/2024**	**1**	
Stephen Sanderson	**4**	**A 10/22/2022**	**10/22/2024**	**1**	

NOTE: Ord. 6239 – All members must live in Grayson County and at least 3 members must live inside City of Sherman

Note:

Chairman –

CITY STAFF: Mary Lawrence, Chief Financial Officer
Revised: 8/23/2024

FACT SHEET

AIRPORT ADVISORY BOARD

Established by ORDINANCE 6239 – AUGUST 19, 2019

1. **Number of Members: SEVEN**

2. **Term of Appointment: TWO YEARS**

3. **Consecutive Term Rule: ORDINANCE 6239 – TERM LIMIT – MAXIMUM OF TWO SUCCCESSIVE TERMS; ELIGIBLE FOR REAPPOINTMENT AFTER AT LEAST ONE YEAR ABSENCE**

4. **Qualifications for Membership: ALL MEMBERS MUST LIVE IN GRAYSON COUNTY AND AT LEAST THREE MUST LIVE IN THE CORPORATE LIMITS OF THE CITY OF SHERMAN**

5. **Appointed by: CITY COUNCIL**

6. **Board Organization**

CHAIRPERSON E VICE CHAIRPERSON ____ SECRETARY E
ELECTED E APPOINTED ___

7. **Departmental Responsibility: PUBLIC WORKS MANAGER**

8. **Meeting Date: NO SET DATE – MEET AS CALLED BY CHAIRMAN**

9. **Attendance Requirements: NO RULE**

==========

PURPOSE:
The board shall act in an advisory capacity to the City Council.

RESPONSIBILITIES:
They shall review current fees and charges for the airport, T-hangar rentals, and related airport services and recommend changes to the City Council. They shall review airport rules, regulations, and operations, and recommend changes. They shall review and recommend how best to manage and operate the Municipal Airport facilities so as to maximize both cost savings to the City and improvement to general aviation. They shall advise the City Council on short and long range airport planning for grounds, buildings, and runway upkeep. They shall provide other airport advisory functions as may be directed by the City Council.

APPLICANT LIST

AIRPORT ADVISORY BOARD **Positions Vacant 4**

Applicant	Address	District	Qualifications
WaaDee Hudson	313 Arapaho East	4	Current Member; Wishes to be Reappointed
Randy Workman	3312 FM 1897, Bells	n/a	Current Member; Wishes to be Reappointed
Stephen Sanderson	624 Westwood Dr.	4	Current Member; Wishes to be Reappointed
Bob Nunn	2405 Rex Cruse	1	RGNunn Enterprises, LLC

COMMENTS:

Note:

- All members must live in Grayson County and at least three members must live in the corporate limits of the City of Sherman

Current Members Living Inside Sherman City Limits:
Nathan Wieck
WaaDee Hudson
Stephen Sanderson

Sherman
CLASSIC TOWN. BROAD HORIZON

City Clerk's Office

PUBLIC RECORDS DEPARTMENT
Phone No. (903) 892-7204
Fax No. (903) 892-7394

December 5, 2024

WaaDee Hudson
313 Arapaho East
Sherman, Texas 75092

RE: Airport Advisory Board

Dear Mr. Hudson:

Your term on the Airport Advisory Board expired on October 18, 2024. You are eligible for reappointment to the Board. Please let me know whether or not you are interested in reappointment to this board by checking the appropriate statement at the bottom of this letter and returning a copy to me at the address below. If you have any questions or need additional information, please don't hesitate to contact me.

Best regards,

Linda Ashby

Linda Ashby
City Clerk

V I do wish to be considered for reappointment to this board

____ I do not wish to be considered for reappointment to this board

WaaDee Hudson
Signature

12-9-24
Date

Please return to: City of Sherman
City Clerk's Office
P.O. Box 1106
Sherman, Texas 75091-1106

Sherman
CLASSIC TOWN. BROAD HORIZON

City Clerk's Office

PUBLIC RECORDS DEPARTMENT
Phone No. (903) 892-7204
Fax No. (903) 892-7394

December 5, 2024

Randy Workman
3312 FM 1897
Bells, Texas 75414

RE: Airport Advisory Board

Dear Mr. Workman:

Your term on the Airport Advisory Board expired on October 18, 2024. You are eligible for reappointment to the Board. Please let me know whether or not you are interested in reappointment to this board by checking the appropriate statement at the bottom of this letter and returning a copy to me at the address below. If you have any questions or need additional information, please don't hesitate to contact me.

Best regards,

Linda Ashby

Linda Ashby
City Clerk

✓ I do wish to be considered for reappointment to this board

____ I do not wish to be considered for reappointment to this board

Randy C Workman
Signature

6 DEC 24
Date

Please return to: City of Sherman
City Clerk's Office
P.O. Box 1106
Sherman, Texas 75091-1106

Sherman
CLASSIC TOWN. BROAD HORIZON

City Clerk's Office

PUBLIC RECORDS DEPARTMENT
Phone No. (903) 892-7204
Fax No. (903) 892-7394

December 5, 2024

Stephen Sanderson
624 Westwood Dr.
Sherman, Texas 75092

RE: Airport Advisory Board

Dear Mr. Sanderson:

Your term on the Airport Advisory Board expired on October 22, 2024. You are eligible for reappointment to the Board. Please let me know whether or not you are interested in reappointment to this board by checking the appropriate statement at the bottom of this letter and returning a copy to me at the address below. If you have any questions or need additional information, please don't hesitate to contact me.

Best regards,

Linda Ashby

Linda Ashby
City Clerk

X I do wish to be considered for reappointment to this board

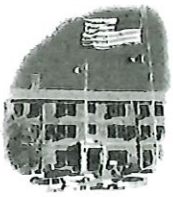
____ I do not wish to be considered for reappointment to this board

Signature

12/29/24
Date

Please return to: City of Sherman
City Clerk's Office
P.O. Box 1106
Sherman, Texas 75091-1106

RECEIVED
NOV 19 2024
City Clerk's Office



CITY OF SHERMAN
APPLICATION FOR BOARD OR COMMISSION MEMBERSHIP

Return completed application to:
City Clerk's Office
220 W. Mulberry
P.O. Box 1106
Sherman, TX 75091
Fax: (903) 892-7394

Please type or use black ink
Please complete one application for each board or commission membership
Please limit attachments to two pages
For questions or additional information, call the City Clerk's Office, (903) 892-7206

Name: ROBERT G. NUNN JR. (BOB)
(Please print legal name and your name as you wish it to appear, if different.)

Name of Board or Commission: Airport Advisory

☑ Yes, I would be interested in serving on subcommittees that may be formed.

Personal Information	Occupational Information
Home Address: 2405 Rex Cruse Dr	Business Name: RGNunn Enterprises, LLC
Mailing Address: Same	Occupation: IT and Network Support
Telephone: 903.815.1321 Fax:	Address: 2405 Rex Cruse Dr
E-Mail: bnunn1@gmail.com	Telephone: 903.815.1321 Fax:
Sherman Resident for 65 years County: Gs	E-Mail: Bob@RGNunn.com
Drivers License No.: 03946493	
Voter Registration No.: 10249147770 ✓	

Which Council District do you live in? *(see attached map)* Dist 1 ✓

Prior work experience: *(please include dates)*
Manager - The Gates Rubber Co. 1979 to 2009
President - RGNunn Enterprises, LLC

Educational Achievement:
High School Graduate? ☑ Yes ☐ No Year Graduated/Left School? 1970 - SHS
Business College, Correspondence School, Adult Education, Other?
Name of College/University: Apostolic Bible Institute ☑ Bachelor's ☐ Master's ☐ PhD

Volunteer Work: *(please include dates)*
Sherman Airport Advisory Board - 2019 to 2023
Angel Flight SE Pilot - 2012 to Present 44 completed missions

Have you ever been convicted of a crime (except for minor traffic offenses that resulted only in a fine)? ☐ Yes ☒ No

If yes, please explain in complete detail. State the nature and approximate date of the conviction, the sentence imposed, whether the sentence has been completed, and any other information you consider to be relevant.

Taxes - Yes, Current

Application held for 12 months from date received

Are you presently serving on a City board or commission? ☐ Yes ☒ No

If so, which one? _____

Why do you want to become a member of this particular board or commission *(how would you use this experience to benefit the City)*?

I would like to assist, advise and contribute to the growth and improvement of the Sherman Municipal Airport

Briefly explain what you believe are the three most important issues facing this board or commission and how you believe this board or commission should address each issue?

1) Promote the airport to the Sherman community, the county and the surrounding area

2) Contribute ideas and provide input from the perspective of an active pilot that hangars and maintains an aircraft at KSWI

3) Being involved as the airport upgrades the runway surface, lighting and PAPI installation

List any abilities, skills, licenses, certificates, specialized training, or interests you have which are applicable to this board or commission:

I am a private pilot with a current Instrument Rating. I work closely with John Hooker in maintaining the Terminal computer network

Please spec tivities, which might create a serious conflict of interest or affect your ability to serve if you should be appointed to this board or commission:

Have you attended a meeting of the board/commission you are applying to or talked to anyone currently on the board? ☒ Yes ☐ No

Comments: I am a previous member of this board and looking forward to being a part again.

Statement of Intent

I am aware of the requirements of the City regarding conflicts of interest of appointees to the City of Sherman Boards and Commissions, as noted in the overview. I am aware of meeting dates and times of the Board/Commission for which I have applied, and that Board/Commission members are expected to attend a minimum of 75 percent of regularly scheduled meetings annually of their Board/Commission. If appointed, I agree to serve on the Board/Commission for which I have applied. Applications, including those received after the posted deadline, will remain on file for one year from the date of receipt.

Signature: Bob Munn *Date:* 11/19/2024

In compliance with Chapter 552, Vernon's Texas Codes Annotated (Open Records Law), information provided on this application may be available to the public, upon request.

Sherman
CLASSIC TOWN. BROAD HORIZON.

2025
Council Calendar

January						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

February						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	8	6	7	8
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16	17	18	22	20	21	22
23	24	25	26	27	28	

March						
Su	Mo	Tu	We	Th	Fr	Sa
						1
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9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

April						
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		1	2	3	4	5
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27	28	29	30			

May						
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				1	2	3
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11	12	13	14	15	16	17
18	19	20	21	23	23	24
25	26	27	28	29	30	31

June						
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8	9	6	7	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

July						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
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27	28	29	30	31		

August						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
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10	11	12	13	14	15	16
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31						

September						
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14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

October						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

November						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

December						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

	Holiday
	Holiday for Firefighters/Police Only
	City Council Regular Meeting
	Special Called Meeting
	Budget Workshop
	Cancelled City Council Meeting

CALLED MEETINGS	