

**CITY OF SHERMAN
CITY COUNCIL REGULAR MEETING AGENDA
SHERMAN POLICE DEPARTMENT HEADQUARTERS
2600 W. TRAVIS STREET
SHERMAN, TEXAS
MONDAY, MARCH 17, 2025
5:00 PM**

- A.1. CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN**
- A.2. PLEDGE OF ALLEGIANCE AND INVOCATION LED BY COUNCIL MEMBER JOSH STEVENSON**
- A.3. APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF MARCH 3, 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

Proclamations

D.1. PROCLAMATION

"Autism Awareness & Acceptance Month" -- April 2025

Public Hearing

E.1. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6816

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land consisting of 9.3697 acres being in the G.B. Pilant Survey, Abstract No. 963, City Of Sherman, Grayson County, Texas, Located at 1400 and 1502 South Gribble Street, Heretofore R-6 (Single Family Residential) District Rezoning And Placing The Tract In The C-1 (Retail Business) District Zoning Classification, Ipenema Investments (Owner), Will Knobler (Representative) and Ayub R. Sandhu (Surveyor) Providing For 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. 6817

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land consisting of 0.153 acres being in the J.B. McAnair Survey, Abstract No. 765, City Of Sherman, Grayson County, Texas, Located at 1004 North East Street, Heretofore R-6 (Single-Family Residential) District; Rezoning And Placing The Tract In The R-4 (Patio Home Residential) District Zoning Classification, M&G Home Builders (Owner) and Helvey Wagner 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.3. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6818

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land being a part of Samuel Blagg Survey, Abstract No. 56, and being part of Lot 3 of Moore's Addition, City Of Sherman, Grayson County, Texas, Located at 1005 South Travis Street consisting of 0.312 acres and 1018 South Walnut Street consisting of 0.433 acres, Heretofore MF-30 (Multi-Family Residential) District; Rezoning And Placing The Tract In The R-6 (Single Family Residential) District Zoning Classification, Daniel Dominick (Owner) and Underwood Drafting & Surveying (Surveyor) Providing For 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. 6819

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land consisting of 0.092 acres being a part of Samuel Blagg Survey, Abstract No. 56, and being part of Lot 3 of Moore's Addition, City Of Sherman, Grayson County, Texas, Located at 1012 South Walnut Street, Heretofore MF-30 (Multi-Family Residential) District; Rezoning And Placing The Tract In The R-4 (Patio Home Residential) District Zoning Classification, Daniel Dominick (Owner) and Underwood Drafting & Surveying (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. 6820

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land consisting of 1.555 acres being a Replat of part of Lots 35, 36 and 38 Carriage House Estates, City Of Sherman, Grayson County, Texas, Located at 2114 Norwood Street, Heretofore R-A (Residential Agricultural) District; Rezoning And Placing The Tract In The R-6 (Single Family Residential) District Zoning Classification, Timothy & Luz Roth (Owners) and Underwood Drafting & Surveying (Surveyor) Providing For 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. 6821

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land consisting of 4.417 acres being a Replat of Lots 4R-1 and 4R-2, Replat of Lot 4, Oaks of Norwood, City Of Sherman, Grayson County, Texas, Located at 2300 and 2320 Shady Oaks Lane, Heretofore MF-30 (Multi-Family Residential) District and R-6 (Single Family Residential) District; Rezoning And Placing The Tract In The R-6 (Single Family Residential) District Zoning Classification, Bruce & Karla Graham (Owner) and Underwood Drafting & Surveying (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. 6822

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land consisting of 1.36 acres being in the Lot 6 of Oaks of Norwood, City Of Sherman, Grayson County, Texas, Located at 2213 Norwood Street, Heretofore MF-30 (Multi-Family Residential) District and R-6 (Single Family Residential) District; Rezoning And Placing The Tract In The R-6 (Single Family Residential) District Zoning Classification, Terri L. Gartman & Paul A. Gartman (Owner) and Underwood Drafting & Surveying (Surveyor) Providing For A Penalty Not To Exceed \$2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

E.8. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6823

Closing and Abandoning a Portion of Prescriptive Right of Way of Moore Street in the City of Sherman, Grayson County, Texas, Said Right of Way being Established by Prescriptive Use; Authorizing the City Manager to Execute a Release of Claims (Right-of-Way Abandonment)

E.9. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6824

Amending The Code Of Ordinances Of The City Of Sherman, Texas, Chapter 3 (Building Regulations), Article 3.03 (Amendments To Codes) And Article 3.11 (Residential Rental Property License And Standards); Enlarging The Applicability Of The International Property Maintenance Code To Include All Types Of Dwelling Units And Uses That Are Rented Or Offered For Rent As Residences; Modifying Certain Existing Regulations Relating To The Residential Rental Property License And Standards Program; Providing A Penalty Clause With A Maximum Fine Of \$2,000, Savings/Repealing Clause, Severability Clause And An Effective Date

E.10. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6825

Amending the Code of Ordinances of the City of Sherman, Texas, Chapter 3 (Building Regulations), Article 3.06 (Substandard Structures), Section 3.06.003 (Minimum Standards); Modifying Certain Existing Regulations Relating to Substandard Structures; Providing a Penalty Clause with a Maximum Fine of \$2,000, Savings/Repealing Clause, Severability Clause and Effective Date

E.11. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6826

Amending the Code of Ordinances of the City of Sherman, Texas, Chapter 6 (Health and Sanitation), Article 6.04 (Public and Semipublic Pools); Modifying Certain Existing Regulations and Prescribing New Regulations Relating to Public Pools; Providing a Penalty Clause with a Maximum fine of \$2,000, Savings/Repealing Clause, Severability Clause and an Effective Date

Close Public Hearing and Consider Adoption of Ordinances

F.1. CLOSE PUBLIC HEARING

Consider Adoption of Ordinances 6816, 6817, 6818, 6819, 6820, 6821, 6822, 6823, 6824, 6825 & 6826

Resolutions

G.1. RESOLUTION NO. 7495

Awarding a Bid to and Authorizing Execution of a Contract with Stoic Civil Construction, Inc. Based on an Invitation to Bid for the West Hill Cemetery Bank Stabilization

G.2. RESOLUTION NO. 7496

Authorizing Execution of a Professional Services Agreement with Kimley-Horn and Associates, Inc. for the Progress Park Offsite Wastewater Outfall

G.3. RESOLUTION NO. 7497

Authorizing Execution of a Professional Services Agreement with Bureau Veritas for the Plan Review and Building Inspection Services for the Sherman ISD Early Childhood Center

G.4. RESOLUTION NO. 7498

Authorizing Execution of a Professional Services Agreement with CEI Engineering, Inc. for the Design of the Old Settlers Park Pickleball Courts

G.5. RESOLUTION NO. 7499

Authorizing the Execution of a Professional Services Agreement with CEI Engineering, Inc. for the Design of Fairview Park Parking and Plaza Area

G.6. RESOLUTION NO. 7500

Authorizing the Execution of a Professional Services Agreement with CEI Engineering, Inc. for the Design of Hawn Park Futsal Courts and Parking.

G.7. * RESOLUTION NO. 7501

Authorizing the City Manager or His Designee to Execute an Encroachment Agreement with Oncor for the Crossing of a Oncor Electrical Easement for the Purpose of a New Wastewater Line

G.8. * RESOLUTION NO. 7502

Authorizing Payment to Overdrive Entertainment for Costs Associated with Sherman's Summer Music Series

G.9. * RESOLUTION NO. 7503

Authorizing the Purchase of a new Front-Load Trash Truck for the Solid Waste Department from Bond Equipment through the Texas Local Government Purchasing Cooperative (Buyboard)

Change Orders

H.1. CHANGE ORDER NO. 1

Approving the Greater Texoma Utility Authority's Intention to Approve Change Order No. 1 to the South Wastewater Treatment Plant - MBR

Other Business

I.1. OTHER BUSINESS

Cultural District Quarterly Report

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:

K.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.

K.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.

a) MOU with TXDOT for Lease of Property

K.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.

K.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

K.5. TEX. GOV'T CODE § 551.076

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

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

K.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.

K.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.

The Council reconvenes into General Session

COUNCIL CALENDAR

M.1. COUNCIL CALENDAR 2025

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 of said City of Sherman, Texas, a place convenient to the public, and said notice was posted on Friday, March 14, 2025 at 4:59 p.m., and said time of posting was 72 hours before said meeting was convened or called to order.

Dated this 14th day of March 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

Shawn C.
Teamann

Deputy Mayor

Juston Dobbs

Council Members

Henry Marroquin, Council-At-Large, PL #1
Juston Dobbs, Council-At-Large, PL #2
Clay Barnett, Council – District #1

Josh Stevenson, Council – District #2
Pamela L. Howeth, Council – District #3
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 § **March 3, 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 March 3, 2025.

MEMBERS ABSENT: NONE.

CALL TO ORDER

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

APPROVE MINUTES

The Council reviewed the Minutes of the Regular City Council Meeting of February 17, 2025. Council Member Howeth moved to approve the Minutes, as presented; Second by Council Member Holland; All present voted AYE.

MOTION CARRIED.

CITIZEN'S COMMENTS

There were no citizen's comments.

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.

The Council reviewed the Consent Agenda. Council Member Howeth moved to approve the Consent Agenda, as presented. Second by Council Member Holland. All present voted AYE.

PROCLAMATION

Council Member Howeth read and presented a proclamation designating March 2025 as “American Red Cross Month” to Israel Martinez, Board Member, American Red Cross North Texas Region.

Mayor Teamann introduced Ordinance No. 6814 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING THE CODE OF ORDINANCES OF THE CITY OF SHERMAN, TEXAS, APPENDIX C (COMPREHENSIVE FEE SCHEDULE); MODIFYING CERTAIN EXISTING FEES RELATED TO THE HERITAGE ROW HISTORICAL DISTRICT APPLICATION FOR CERTIFICATE OF APPROPRIATENESS; PROVIDING A PENALTY CLAUSE WITH A MAXIMUM FINE OF \$2,000, SAVINGS/REPEALING CLAUSE, SEVERABILITY CLAUSE AND AN

EFFECTIVE DATE; PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

Rob Rae, Director of Development Services, said the development fees are intended to cover the cost of staff services. The Historical Board has recommended that the Heritage Row Historical District Permit Application fee for a Certificate of Appropriateness, be reduced from \$500 to \$75.

They felt that the lower fee would encourage residents to come into compliance with modifications to their house.

No citizens appeared before the City Council to discuss Ordinance No. 6814.

Ordinance 6815

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, ABANDONING WATER LINE EASEMENT LOCATED IN THE CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED IN THE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES, WHICH EASEMENTS ARE ESTABLISHED IN VOLUME 862, PAGE 9 OF THE DEED RECORDS OF GRAYSON COUNTY, TEXAS.

**ORD 6815
ABANDONING
WATER LINE
EASEMENT**

Wayne Lee, Director of Engineering, said there was a "blanket" waterline easement on the old Johnson & Johnson property. With the Crossroads Development, the easement is no longer needed and the staff recommends abandonment of the easement.

No citizens appeared before the City Council to discuss Ordinance No. 6815.

The Public Hearing was closed.

Ordinance 6814

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING THE CODE OF ORDINANCES OF THE CITY OF SHERMAN, TEXAS, APPENDIX C (COMPREHENSIVE FEE SCHEDULE); MODIFYING CERTAIN EXISTING FEES RELATED TO THE HERITAGE ROW HISTORICAL DISTRICT APPLICATION FOR CERTIFICATE OF APPROPRIATENESS; PROVIDING A PENALTY CLAUSE WITH A MAXIMUM FINE OF \$2,000, SAVINGS/REPEALING CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

**ORD 6814
HERITAGE ROW
HISTORICAL
DISTRICT**

ACTION TAKEN.

Motion by Council Member Barnett to approve Ordinance No. 6814, as presented. Second by Council Member Holland.
VOTING AYE: Teamann, Barnett, Dobbs, Holland, Howeth, Marroquin, Stevenson.
VOTING NAY: None.
MOTION CARRIED.

Ordinance 6815

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, ABANDONING WATER LINE EASEMENT LOCATED IN THE CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED IN THE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES, WHICH EASEMENTS ARE ESTABLISHED IN VOLUME 862, PAGE 9 OF THE DEED RECORDS OF GRAYSON COUNTY, TEXAS.

ORD 6815
ABANDONING
WATER LINE
EASEMENT

ACTION TAKEN.

Motion by Council Member Stevenson to approve Ordinance No. 6815, as presented. Second by Council Member Holland.
VOTING AYE: Teamann, Dobbs, Holland, Howeth, Marroquin, Stevenson.
VOTING NAY: None.
ABSTAIN: Barnett.
MOTION CARRIED.

RESOLUTION NO. 7483 -- AUTHORIZING EXECUTION OF A COMMERCIAL CONTRACT - UNIMPROVED PROPERTY WITH MT. CARMEL CHURCH OF GOD FOR THE PURCHASE OF APPROXIMATELY 0.87 ACRES OF LAND GENERALLY LOCATED AT THE CORNER OF VERNON HOLLAND MEMORIAL DRIVE AND N. BROUGHTON STREET IN THE CITY OF SHERMAN, TEXAS

RES 7483
PURCHASE
PROPERTY

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A COMMERCIAL CONTRACT – UNIMPROVED PROPERTY WITH MT. CARMEL CHURCH OF GOD FOR THE PURCHASE OF APPROXIMATELY 0.87 ACRES OF LAND, GENERALLY LOCATED AT THE CORNER OF VERNON HOLLAND MEMORIAL DRIVE AND N. BROUGHTON STREET IN THE CITY OF SHERMAN, TEXAS.

Terrence Steele, Assistant City Manager, said this was for the first of four empty lots that are adjacent to Martin Luther King Park. They had previously asked Mt. Carmel Church of God if they would give the City the first opportunity to purchase the property if they decided to sell. A survey and appraisal were completed and the appraisal came in higher than the purchase price.

He said a house currently sits on the property and they are talking to the owner, but needed to purchase the property first. If the lots are sold for infill building, Martin Luther King Park could never be expanded.

Council Member Stevenson confirmed that the future plan is to close Richards Street.

ACTION TAKEN.

Motion by Council Member Barnett to approve Resolution No. 7483, as presented. Second by Council Member Holland.
VOTING AYE: Teamann, Barnett, Dobbs, Holland, Howeth, Marroquin, Stevenson.
VOTING NAY: None.
MOTION CARRIED.

RESOLUTION NO. 7484 -- AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH A T CONSTRUCTION LLC BASED ON AN INVITATION TO BID FOR THE CENTER STREET BRIDGE REHAB PROJECT

**RES 7484
CENTER STREET
BRIDGE REHAB
PROJECT**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH A T CONSTRUCTION LLC BASED ON AN INVITATION TO BID FOR THE CENTER STREET BRIDGE REHAB PROJECT.

Mr. Lee said this project is for the Center Street Bridge Rehab Project. An inspection by the Texas Department of Transportation indicated that there was a lot of erosion of the bridge. They also need to lower a water line and complete some repairs to the bridge.

A T Construction LLC was the lowest responsible bidder, and construction is expected to begin in the Spring and be completed in late Fall or early Winter. One-way traffic will be maintained during the project.

ACTION TAKEN.

Motion by Council Member Barnett to approve Resolution No. 7484, as presented. Second by Council Member Marroquin.

VOTING AYE: Teamann, Barnett, Dobbs, Holland, Howeth, Marroquin, Stevenson.

VOTING NAY: None.

MOTION CARRIED.

Mayor Teamann said Resolution 7485 would be considered after Executive Session.

**RES 7485
CERTIFICATES OF
OBLIGATION**

RESOLUTION NO. 7485 -- APPROVING AND AUTHORIZING PUBLICATION AND POSTING OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPROVING AND AUTHORIZING PUBLICATION AND POSTING OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION.

Mary Lawrence, Chief Financial Officer, said this resolution was to issue Certificates of Obligation, as discussed at last year's Budget Work Shop. The issue is for \$25.1 million, and includes projects for streets, Fire Station No. 3 remodel, Blanton/McGee Street Drainage, and parks.

The language in the resolution was changed to comply with the Local Government Code and the Attorney General's Office, and has been given to the Council Members. Any motion made, should include a reference to the revised version of the resolution.

Mayor Teamann recommended taking action on this item after Executive Session, under Section 551.071, to obtain legal advice from the City Attorney.

RESOLUTION NO. 7486 -- AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT BETWEEN GDC INDUSTRIAL INC. AND THE GREATER TEXOMA UTILITY AUTHORITY BASED ON AN INVITATION TO BID FOR THE POST OAK WASTEWATER TREATMENT PLANT ELECTRICAL UPGRADES PROJECT

RES 7486
POST OAK WWTP
ELECTRICAL
UPGRADES

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT BETWEEN GDC INDUSTRIAL INC. AND THE GREATER TEXOMA UTILITY AUTHORITY BASED ON AN INVITATION TO BID FOR THE POST OAK WASTEWATER TREATMENT PLANT ELECTRICAL UPGRADES.

Mr. Lee said this contract is for electrical improvements at the Wastewater Treatment Plant. The project was originally conceived in 2021 after the freeze, when the Council decided backup generators were needed. As part of the project, the electrical system needed to be repaired and upgraded, with additional equipment provided for future demand.

A lot of the equipment has been pre-ordered with previous Council approval, and this contract is for the construction work for installation.

GDC Industrial Inc. was the lowest responsible bidder. Work should begin in the Spring, and it's about a 22-month project.

The bid is over budget, but was re-bid once, and the money is available for the project.

ACTION TAKEN.

Motion by Council Member Barnett to approve Resolution No. 7486, as presented. Second by Deputy Mayor Dobbs.

VOTING AYE: Teamann, Barnett, Dobbs, Holland, Howeth, Marroquin, Stevenson.

VOTING NAY: None.

MOTION CARRIED.

RESOLUTION NO. 7487 -- AUTHORIZING THE EXECUTION OF A RADIO SYSTEM LICENSE AGREEMENT BETWEEN THE TEXAS AREA SOLID WASTE AUTHORITY AND THE CITY OF SHERMAN

RES 7487
TASWA RADIO
SYSTEM LICENSE
AGREEMENT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE EXECUTION OF A RADIO SYSTEM LICENSE AGREEMENT BETWEEN THE TEXAS AREA SOLID WASTE AUTHORITY AND THE CITY OF SHERMAN.
CONSENT AGENDA.

RESOLUTION NO. 7488 -- AUTHORIZING THE PURCHASE OF A KUBOTA TRACTOR FOR THE PARKS MAINTENANCE DEPARTMENT

RES 7488
EQUIPMENT
PURCHASE

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A KUBOTA TRACTOR FOR THE PARKS MAINTENANCE.
CONSENT AGENDA.

RESOLUTION NO. 7489 -- AUTHORIZING EXECUTION OF AN AGREEMENT WITH GLENDA SUE JACOBS UNDER THE CITY OF SHERMAN'S DOWNTOWN BUILDING IMPROVEMENT GRANT PROGRAM FOR RENOVATIONS AT 321 W. HOUSTON STREET

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT WITH GLENDA SUE JACOBS UNDER THE CITY OF SHERMAN'S DOWNTOWN BUILDING IMPROVEMENT GRANT PROGRAM FOR RENOVATIONS AT 321 W. HOUSTON STREET.
CONSENT AGENDA.

RES 7489
DOWNTOWN
BLDG IMPROVEMENT
GRANT
(321 W. HOUSTON ST)

RESOLUTION NO. 7490 -- AUTHORIZING EXECUTION OF AN AGREEMENT WITH 200 N TRAVIS LP UNDER THE CITY OF SHERMAN'S DOWNTOWN BUILDING IMPROVEMENT GRANT PROGRAM FOR RENOVATIONS AT 200 N TRAVIS STREET

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT WITH 200 N. TRAVIS LP UNDER THE CITY OF SHERMAN'S DOWNTOWN BUILDING IMPROVEMENT GRANT PROGRAM FOR RENOVATIONS AT 200 N TRAVIS STREET.
CONSENT AGENDA.

RES 7490
DOWNTOWN
BLDG IMPROVEMENT
GRANT
(200 N. TRAVIS ST)

RESOLUTION NO. 7491 -- AUTHORIZING EXECUTION OF AN AGREEMENT WITH KNIGHT FURNITURE CO INC UNDER THE CITY OF SHERMAN'S DOWNTOWN BUILDING IMPROVEMENT GRANT PROGRAM FOR RENOVATIONS AT 112 W LAMAR STREET

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT WITH KNIGHT FURNITURE CO INC UNDER THE CITY OF SHERMAN'S DOWNTOWN BUILDING IMPROVEMENT GRANT PROGRAM FOR RENOVATIONS AT 112 W. LAMAR STREET.
CONSENT AGENDA.

RES 7491
DOWNTOWN
BLDG IMPROVEMENT
GRANT
(112 W. LAMAR ST)

RESOLUTION NO. 7492 -- AUTHORIZING EXECUTION OF AN AGREEMENT WITH KNIGHT FURNITURE CO INC UNDER THE CITY OF SHERMAN'S DOWNTOWN BUILDING IMPROVEMENT GRANT PROGRAM FOR RENOVATIONS AT 210 S TRAVIS STREET

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT WITH KNIGHT FURNITURE CO INC UNDER THE CITY OF SHERMAN'S DOWNTOWN BUILDING IMPROVEMENT GRANT PROGRAM FOR RENOVATIONS AT 210 S. TAVIS STREET.
CONSENT AGENDA.

RES 7492
DOWNTOWN
BLDG IMPROVEMENT
GRANT
(210 S. TRAVIS ST)

RESOLUTION NO. 7493 -- AUTHORIZING EXECUTION OF AN AGREEMENT WITH KNIGHT FURNITURE CO INC UNDER THE CITY OF SHERMAN'S DOWNTOWN BUILDING IMPROVEMENT GRANT PROGRAM FOR RENOVATIONS AT 208 S TRAVIS STREET

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT WITH KNIGHT FURNITURE CO INC UNDER THE CITY OF SHERMAN'S DOWNTOWN BUILDING IMPROVEMENT GRANT PROGRAM FOR RENOVATIONS AT 208 S. TRAVIS STREET.
CONSENT AGENDA.

RES 7493
DOWNTOWN
BLDG IMPROVEMENT
GRANT
(208 S. TRAVIS ST)

RESOLUTION NO. 7494 -- AUTHORIZING EXECUTION OF AN AGREEMENT WITH RP SHERMAN PROPERTIES II, LLC UNDER THE CITY OF SHERMAN'S DOWNTOWN BUILDING IMPROVEMENT GRANT PROGRAM FOR RENOVATIONS AT 219-221 W. HOUSTON STREET

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT WITH RP SHERMAN PROPERTIES II, LLC UNDER THE CITY OF SHERMAN'S DOWNTOWN BUILDING IMPROVEMENT GRANT PROGRAM FOR RENOVATIONS AT 219 -221 W. HOUSTON STREET.

CONSENT AGENDA.

RES 7494
DOWNTOWN
BLDG IMPROVEMENT
GRANT
(219-221 W. HOUSTON
ST)

REQUEST TO ADVERTISE
ANNUAL PURCHASE OF WATER METERS FOR THE CITY OF
SHERMAN AUTOMATED METER READING SYSTEM

The City Council approved the request to advertise for the purchase of water meters for the City's Automated Meter Reading System. The water meters will range in size from 5/8" to 2" and will be compatible with the ITRON automated reading systems, MRVS and AMI.

CONSENT AGENDA.

REQ TO ADVERTISE
WATER METERS

CHANGE ORDER NO. 1
APPROVING THE GREATER TEXOMA UTILITY AUTHORITY'S
INTENTION TO EXECUTE PROPOSED CHANGE ORDER #1 WITH
VIKING PAINTING, LLC

The City Council approved the Greater Texoma Utility Authority's proposed Change Order #1, with Viking Painting, LLC, for the Stephens Ground Storage Tank.

CHANGE ORDER
WATER TREATMENT
PLANT EXPANSION

The Stephens Ground Storage Tank was scheduled through the City's CIP Program for rehabilitation and repainting this year. During the inspection, the tank was found to have many deficiencies and additional damage that needed attention during the repair and rehabilitation project. During the on-site inspection a leak was also discovered and temporary emergency repairs were made.

The original budget for the project was \$2,600,000 (not including \$400,000 ARPA). The Change Order is \$374,000, and is still within the budgeted money for the project.

CONSENT AGENDA.

OTHER BUSINESS
RECEIVE PRESENTATION ON POTENTIAL COMMERCIAL
DEMOLITION

Nate Strauch, Community and Support Services Manager, presented a presentation on a potential commercial demolition program. He said there is currently no money in the budget for this program.

COMMERCIAL
DEMOLITION

The program references the grain elevators in Sherman, many of which are not in great condition. The staff approached Martinek Grain to see if they could make a "trade" to get their grain elevators

repainted, in exchange for something they want from the City, which is \$350,000 to demolish some of the buildings.

Currently there are four different grain elevator companies in Sherman, and all are active.

The Martinek Grain Elevator includes an old flour mill and a part of the granary that is no longer used. If the commercial demolition program is approved, the City would remove everything on their property that isn't associated with the weigh/dump facility and the grain elevator.

He explained that outside crews would be used to remove some of the buildings and City crews would be used to remove the one and two story facilities, leveling it, and making it a flat lot.

This would also open up better usage of a Royal Case building that they would like to connect to their building across the street.

Mr. Strauch said the project would cost \$350,000, which is not currently included in the budget. In return, Martinek would repaint and rehab the grain elevator structure, which would cost "slightly more" than the \$350,000.

He also hoped that this program would continue for the next several years to continue with the other granaries, to enhance their look in the City.

Mr. Strauch said they have also talked with Martinek about painting something, such as a logo, representing Sherman, on the elevators. The cost for this would be born by Sherman.

Peter Tracy, 705 S. Valentine

Mr. Tracy suggested that the vacant lot be used as a parking lot. Mr. Strauch said the property would continue to be owned by Martinek, and they haven't decided what to do with it.

If the Council is in favor of the project, any contract let will be brought back for Council approval. Council Member Stevenson recommended doing the project now, if possible. Otherwise, it could be included in next year's budget. He also suggested that the property be fenced.

ACCEPT ANNUAL AUDIT REPORT FOR THE YEAR ENDED SEPTEMBER 30, 2024, FROM WEAVER AND TIDWELL, L.L.P.

ANNUAL AUDIT

Ms. Lawrence said the Audit Committee met last week to receive the Annual Audit Report and recommended that the Council approve the Audit.

Claire Wootton, CPA, Director, Public Sector Services, Weaver and Tidwell, LLP

Ms. Wootton presented the Audit Report to the Council, and discussed the types of Audits that were performed, and the tests for compliance with provisions of laws. No changes were made to the risks or internal controls.

An “unmodified opinion” was issued on the Financial Statement, on compliance with federal programs, and internal controls. No uncorrected misstatements were identified and there were no other significant adjustments, or internal control letters.

ACTION TAKEN.

Motion by Council Member Stevenson to accept the Annual Audit Report for the year ended September 30, 2024, as presented. Second by Deputy Mayor Dobbs.

VOTING AYE: Teamann, Barnett, Dobbs, Holland, Howeth, Marroquin, Stevenson.

VOTING NAY: None.

MOTION CARRIED.

CONSIDER AND ACT ON AUTHORIZING DISBURSEMENTS TO OR CREATION OF FINANCIAL OBLIGATIONS BY ELECTED OFFICIALS UNDER ARTICLE X, SECTION 2(E) OF THE SHERMAN HOME RULE CHARTER

**CHARTER COUNCIL
OBLIGATIONS**

Mayor Teamann said, over the years there are many Council Members that have had business relationships with the City, that are disclosed and on the record. He said this is just a transparency item, even though many of the items never come before the Council for an actual vote.

Ryan Pittman, City Attorney, said the City’s Charter talks about disclosure and a majority vote by the Council, to approve in advance, disbursements to elected officials that are in excess of \$2,500. The State also has the Conflict of Interest Statue, that applies to any transactions involving the City, where the City is entering into a business arrangement with a City official, or their close family members, when those items come before Council. This provision will fill the gap between \$2,500 and \$50,000 for transactions that wouldn’t be required to be submitted to Council for a full vote.

The Charter says those items should be disclosed, voted on, and approved by a majority vote of the Council. He said it is a transparency provision.

Zach Flores, Acting City Manager, said there are four Council Members that the staff is aware of that this provision might apply to. Therefore, there should be four separate motions.

ACTION TAKEN.

Motion by Council Member Stevenson to authorize anticipated disbursements and/or financial obligations to Mayor Shawn Teamann, subject to Article X, Section 2 (E) of the Sherman Home Rule Charter, where applicable, as presented. Second by Council Member Howeth.

VOTING AYE: Barnett, Dobbs, Holland, Howeth, Marroquin, Stevenson.

VOTING NAY: None.

ABSTAIN: Teamann.

MOTION CARRIED.

ACTION TAKEN.

Motion by Council Member Stevenson to authorize anticipated disbursements and/or financial obligations to Council Member Henry Marroquin, subject to Article X, Section 2 (E) of the Sherman Home Rule Charter, where applicable, as presented.

Second by Deputy Mayor Dobbs.

VOTING AYE: Teamann, Barnett, Dobbs, Holland, Howeth, Stevenson.

VOTING NAY: None.

ABSTAIN: Marroquin.

MOTION CARRIED.

ACTION TAKEN.

Motion by Council Member Stevenson to authorize anticipated disbursements and/or financial obligations to Council Member Clay Barnett, subject to Article X, Section 2 (E) of the Sherman Home Rule Charter, where applicable, as presented. Second by Deputy Mayor Dobbs.

VOTING AYE: Teamann, Dobbs, Holland, Howeth, Marroquin, Stevenson.

VOTING NAY: None.

ABSTAIN: Barnett.

MOTION CARRIED.

ACTION TAKEN.

Motion by Council Member Stevenson to authorize anticipated disbursements and/or financial obligations to Council Member Daron Holland, subject to Article X, Section 2 (E) of the Sherman Home Rule Charter, where applicable, as presented.

Second by Deputy Mayor Dobbs.

VOTING AYE: Teamann, Barnett, Dobbs, Howeth, Marroquin, Stevenson.

VOTING NAY: None.

ABSTAIN: Holland.

MOTION CARRIED.

COUNCIL COMMENTS

- Congratulations to the Financial Team for a great Annual Audit. (Daron Holland, Juston Dobbs)
- Excellent program on the painting of the grain elevators. (Clay Barnett)

COUNCIL COMMENTS

ANNOUNCEMENTS

Mayor Teamann announced the following:

- The Annual Celtic Festival will be held March 21 through 23, 2025, at Pecan Grove Park.
- Coffee with the Mayor will be held March 7, 2025, at 8:00 a.m., at Fairview Park, for the grand opening and ribbon cutting for the new playground.
- Next month's Coffee with the Mayor will be the announcement of the Hot Summer Nights line-up reveal. It will be held on April 4, 2025, at 8:00 a.m., in the Municipal Ballroom.

ANNOUNCEMENTS

- The Inaugural Sherman Showdown Food Truck Competition will be held on May 3, 2025, starting at 11:00 a.m., in Downtown Sherman.

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

EXECUTIVE SESSION

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

- A) Receive legal advice regarding Chapter 3000 of the Texas Government Code
- B) Receive legal advice regarding City Manager retirement

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

- A) F.M. 1417 right-of-way negotiations

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) Planning and Zoning Commission (1)

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

A) Crossroads Development

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

Mayor Teamann added Item G3, entitled "Resolution 7485 - Approving and Authorizing Publication and Posting of Notice of Intention to Issue Certificates of Obligation," to the Executive Session, to receive legal advice under Tex. Gov't Code § 551.071.

On Motion duly made and carried, the Open Meeting recessed and reconvened in Executive Session at 5:53 p.m.

On Motion duly made and carried, the Executive Session recessed at 7:31 p.m. and reconvened in Open Meeting.

OPEN MEETING

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

OPEN MEETING

Mayor Teamann said Resolution 7485 would be considered after Executive Session.

RESOLUTION NO. 7485 -- APPROVING AND AUTHORIZING PUBLICATION AND POSTING OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPROVING AND AUTHORIZING PUBLICATION AND POSTING OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION.

RES 7485
CERTIFICATES OF
OBLIGATION

ACTION TAKEN.

Motion by Council Member Barnett to approve Resolution No. 7485, authorizing the publication and posting of Notice of Intention to issue Certificates of Obligation, as presented.

Second by Council Member Stevenson.

VOTING AYE: Teamann, Barnett, Dobbs, Holland, Howeth, Marroquin, Stevenson.

VOTING NAY: None.

MOTION CARRIED.

ACTION TAKEN.

Motion by Council Member Barnett to amend his motion to use the revised wording in the Resolution 7485, as presented.

Second by Council Member Stevenson.

COUNCIL MINUTES – MARCH 3, 2025

VOTING AYE: Teamann, Barnett, Dobbs, Holland, Howeth, Marroquin, Stevenson.

VOTING NAY: None.

MOTION CARRIED TO AMEND MOTION.

BOARDS/COMMISSION APPOINTMENT

PLANNING AND ZONING COMMISSION (1)

ACTION TAKEN.

Motion by Council Member Stevenson to reappoint Paul Manley to the Planning and Zoning Commission, for a term from December 18, 2024 to December 18, 2027, as presented.

Second by Deputy Mayor Dobbs.

VOTING AYE: Teamann, Barnett, Dobbs, Holland, Howeth, Marroquin, Stevenson.

VOTING NAY: None.

MOTION CARRIED.

**PLANNING &
ZONING
COMMISSION**

CITY MANAGER'S RETIREMENT

ACTION TAKEN.

Motion by Deputy Mayor Dobbs to authorize the Mayor to execute a retirement severance agreement with Robby Hefton, on the terms discussed in Executive Session under Item L1-B.

Second by Council Member Barnett.

VOTING AYE: Teamann, Barnett, Dobbs, Holland, Howeth, Marroquin, Stevenson.

VOTING NAY: None.

MOTION CARRIED.

**CITY MANAGER'S
RETIREMENT**

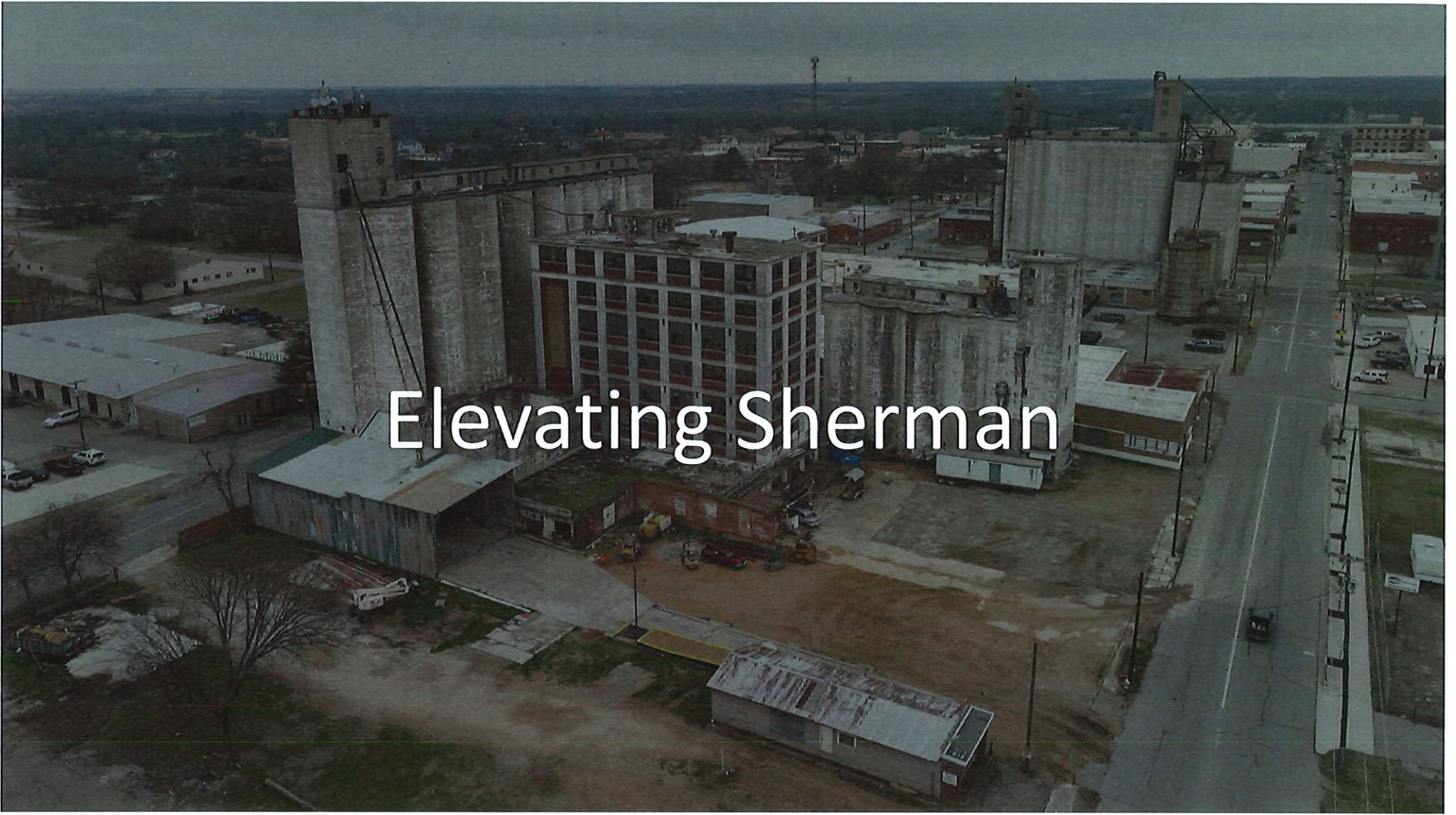
ADJOURNMENT

On Motion duly made and carried, the meeting adjourned at 7:36 p.m.

ADJOURNMENT

MAYOR

CITY CLERK

An aerial photograph of a large industrial grain elevator complex in Sherman, Texas. The complex features several tall, cylindrical concrete grain bins and a central multi-story building with a grid of windows. The surrounding area includes various smaller industrial buildings, parking lots with vehicles, and a paved road. The sky is overcast. The title "Elevating Sherman" is written in white text across the center of the image.

Elevating Sherman

Quality Grain

Martinek

Trenton Grain

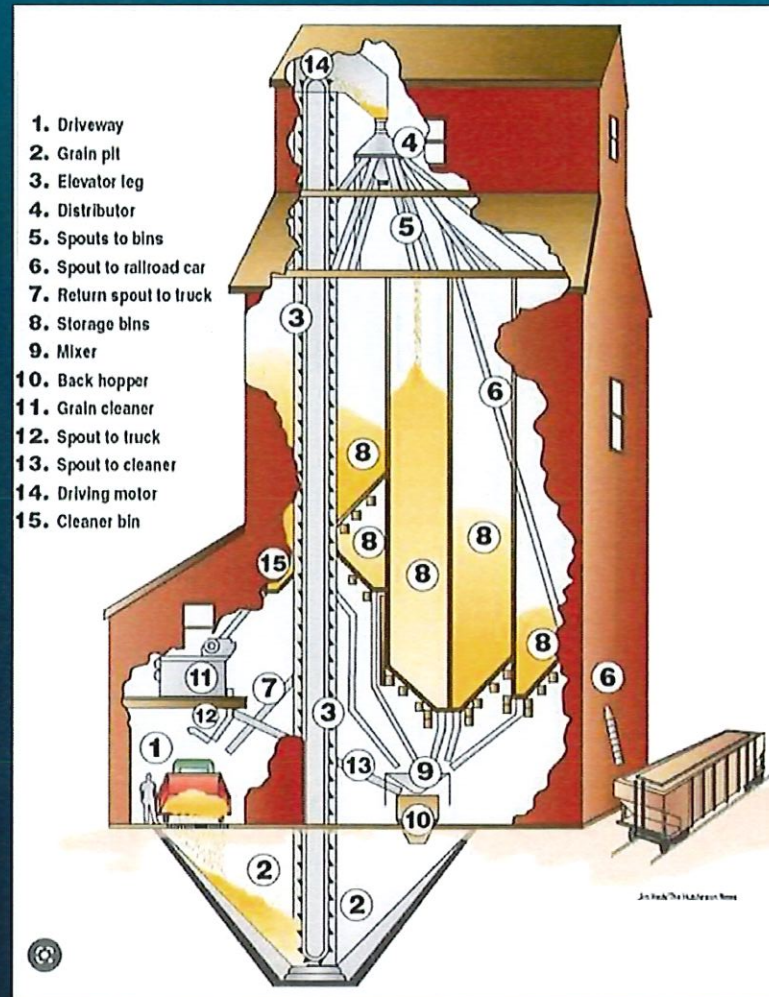
Conagra



Remedial Agriculture

- Grayson County has 2,093 farms covering 289k acres (nearly 50% of the county)
- County produces approximately \$17.5 million in crops each year
 - Net farm income is \$23,614
- GrayCo grows:
 - 1.4m bushels of corn
 - 385k bushels of soybeans
 - 345k bushels of wheat
 - 139k tons of hay
- County ranks among the top 50 in the state (highest quintile)



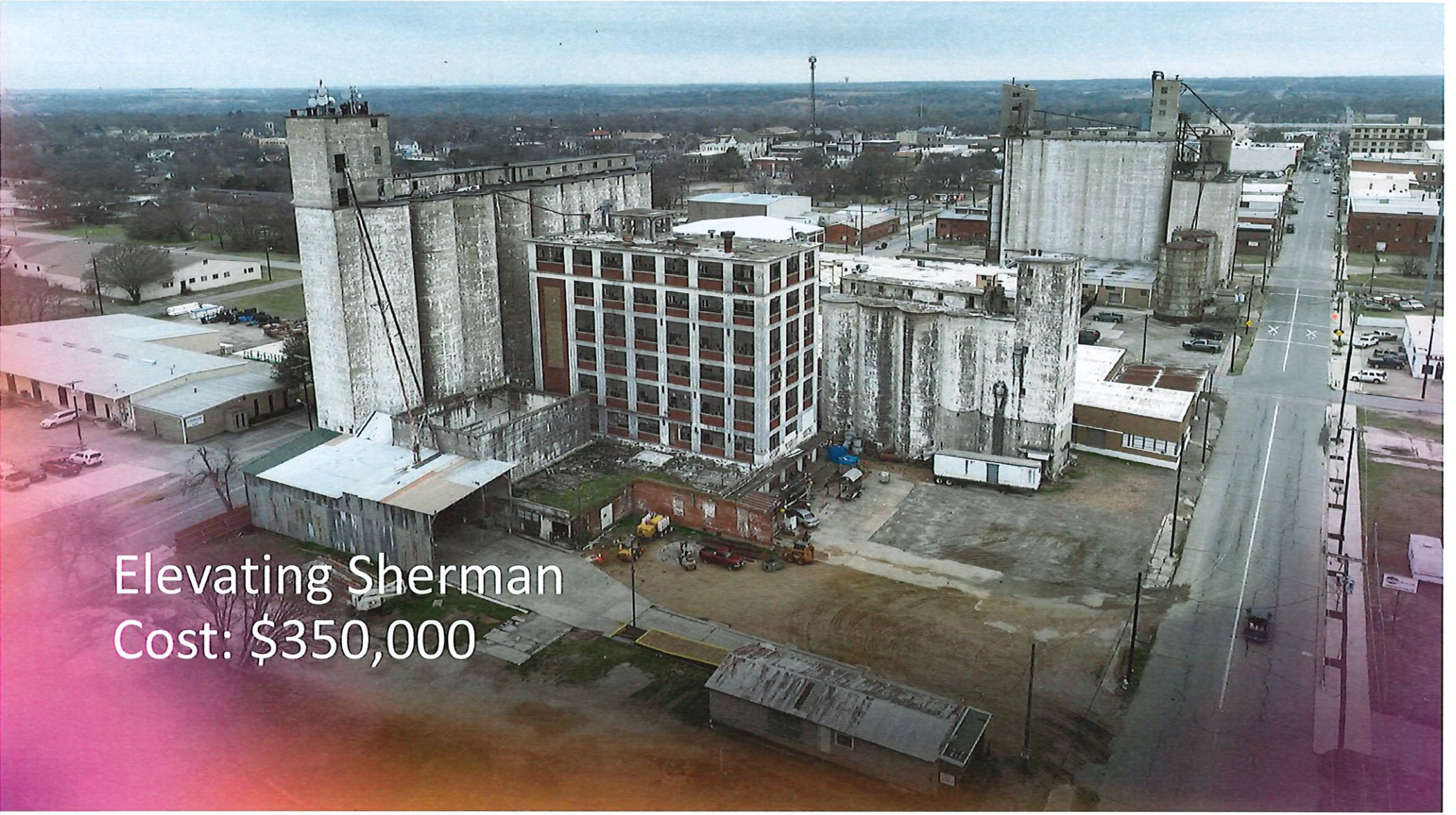












Elevating Sherman
Cost: \$350,000

City of Sherman, Texas

City Council Presentation

For the Year Ended September 30, 2024

Today's Presenters



Sara Dempsey, CPA Partner-in-Charge, Public Sector Services

- ▶ Your engagement partner
- ▶ 20+ years of experience
- ▶ Practice emphasis in auditing and consulting for governmental entities across the state of Texas

Claire Wootton, CPA Director, Public Sector Services

- ▶ Your audit director
- ▶ 14 years of experience
- ▶ Practice emphasis in auditing and consulting for governmental entities across the state of Texas

Audit Process



Overview

SIGNIFICANT CHANGES TO OUR PLANNED AUDIT STRATEGY

- » There were no changes to our planned audit approach from those communicated to the City.
- » There were no changes to our significant risks identified.
 - » Significant Risks include:
 - » Improper revenue recognition
 - » Management override of controls

RESULTS OF WORK PERFORMED

- » During the course of our audit, we identified no uncorrected misstatements. There were no misstatements identified by us and corrected by management.
- » There are no identified significant deficiencies or material weaknesses to report based on the financial statement audit and single audit.
- » There are no independence matters to report.

OUR AUDIT REPORTS

- » We will issue an unmodified opinion on the financial statements.
- » We will issue an unmodified opinion on compliance for the major federal program and on internal control over compliance required by Uniform Guidance.
- » We will issue a report on internal control over financial reporting and on compliance and other matters in accordance with Government Auditing Standards.

OTHER MATTERS

- » As of the date of these communications, there are no items outstanding requiring the governing body's attention.

Significant Risks

The following significant risks were identified during the performance of our risk assessment procedures:

SIGNIFICANT RISK IDENTIFIED	RELATED ASSERTIONS	RESULTS OF WORK PERFORMED
Management Override of Controls <i>(Note: This is a presumed risk on all audit engagements.)</i>	Pervasive	Journal entry testing, incorporating elements of unpredictability into testing, and the review of significant estimates for bias. No audit findings noted.
Risk of Fraud in Revenue Recognition – • Charges for Services [Utility billing] • Grants	Accuracy, Cutoff, Existence/ Occurrence	Detailed transaction testing of items that are individually immaterial. No audit findings noted.

Required Communications

 REQUIRED COMMUNICATIONS	 COMMENTS
<i>Significant Accounting Policies</i>	A summary of the significant accounting policies adopted by City is included in Note I to the financial statements. There have been no changes in significant accounting policies. The City implemented GASB Statement No. 100, which had no significant impact on the City's financial statements. No matters have come to our attention that would require us, under professional standards, to inform you about (1) the methods used to account for significant unusual transactions and (2) the effect of significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus.
<i>Significant Accounting Estimates</i>	We evaluated the key factors and assumptions used to develop the accounting estimates and determined that each is reasonable in relation to the basic financial statements taken as a whole and in relation to the applicable opinion units.

Required Communications

 REQUIRED COMMUNICATIONS	 COMMENTS
<i>Significant Unusual Transactions</i>	No significant unusual transactions were identified during the course of the audit.
<i>Identified or Suspected Fraud</i>	No identified or suspected fraud noted.
<i>Significant Difficulties Encountered during the Audit</i>	We encountered no significant difficulties in dealing with management relating to the performance of the audit.
<i>Disagreements with Management</i>	No such disagreements arose during the course of the audit.
<i>Representations Requested from Management</i>	We will receive certain written representations from management in the form of a letter addressed to Weaver and Tidwell, L.L.P.

Required Communications

 REQUIRED COMMUNICATIONS	 COMMENTS
<i>Management's Consultations with Other Accountant's</i>	Management informed us that, and to our knowledge, there were no consultations with other accountants regarding auditing and accounting matters.
<i>Other Significant Matters, Findings, or Issues</i>	We encountered no other matters that require communication at this time.



Sara Dempsey, CPA

Partner-in-Charge, Public
Sector Services

972.448.6958

sara.dempsey@weaver.com

Claire Wootton, CPA

Director, Public Sector Services

972.448.6934

claire.wootton@weaver.com



City Council Regular Meeting

Agenda Item No. C.1.

Meeting Date: 3/17/2025

Prepared By:

Approved By:

Caption:

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

Issue:

G. 7. * RESOLUTION NO. 7501

Authorizing the City Manager or His Designee to Execute an Encroachment Agreement with Oncor for the Crossing of a Oncor Electrical Easement for the Purpose of a New Wastewater Line

G. 8. * RESOLUTION NO. 7502

Authorizing Payment to Overdrive Entertainment for Costs Associated with Sherman's Summer Music Series

G. 9. * RESOLUTION NO. 7503

Authorizing the Purchase of a new Front-Load Trash Truck for the Solid Waste Department from Bond Equipment through the Texas Local Government Purchasing Cooperative (Buyboard)

Background:

Origination:

Financial Consideration:

Staff Recommendation:

Alternatives:

Attachments:

None



City Council Regular Meeting

Agenda Item No. D.1.

Meeting Date: 3/17/2025

Prepared By: Linda Ashby, City Clerk

Approved By: Zachary Flores, Assistant City Manager

Caption:

PROCLAMATION

"Autism Awareness & Acceptance Month" -- April 2025

Issue:

To present a proclamation recognizing Autism awareness among children and adults.

Background:

Autism spectrum disorder is a developmental disability that is estimated to affect about one in 36 children and approximately 2.21% of adults. Autism affects the way a person experiences the world and can result in significant challenges in social communication and interaction, as well as repetitive behaviors and unusual or intense interests.

Origination:

Christy Baca, Vice President of the Executive Board for The Owen Foundation, requested that the City Council issue a proclamation recognizing Autism awareness in Sherman. The Owen Foundation was founded by Brina Dutton, a parent of a child with Autism, and is an active community organization in Grayson and Bryan Counties. The Foundation provides resources and events that support and create opportunities for children with Autism and their parents.

Financial Consideration:

There is no financial consideration.

Staff Recommendation:

It is the recommendation of the staff that the City Council present a proclamation for "Autism Awareness & Acceptance Month."

Alternatives:

The Council could choose not to present the proclamation.

Attachments:

1. Autism Awareness and Acceptance Month 2025

Proclamation

WHEREAS, autism is a complex disorder that affects each person differently, resulting in unique strengths and challenges, and

WHEREAS, autism can cause challenges with verbal and nonverbal communication, social interaction, and repetitive behaviors, and can affect anyone, regardless of age, race, ethnicity, gender, or socioeconomic background, and

WHEREAS, autism is often accompanied by medical conditions that impact quality of life, and

WHEREAS, a comprehensive, collaborative approach will help to advance research, providing a better understanding of the many forms of autism, while strengthening advocacy efforts and ensuring access to services and resources throughout the life span, and

WHEREAS, early diagnosis and intervention tailored to individual needs can have lifelong benefits, easing the transition to adulthood and fostering greater independence, and

WHEREAS, each person and family affected by autism should have access to reliable information, support, and opportunities to live up to their greatest potential, and

WHEREAS, the City of Sherman, Texas, is honored to take part in the annual observance of Autism Awareness Month and World Autism Day to address the diverse needs of individuals and families affected by autism.

NOW THEREFORE, I, Shawn Teamam, Mayor of the City of Sherman, Texas, by the authority vested in me, do hereby proclaim April 2025

AUTISM AWARENESS & ACCEPTANCE MONTH

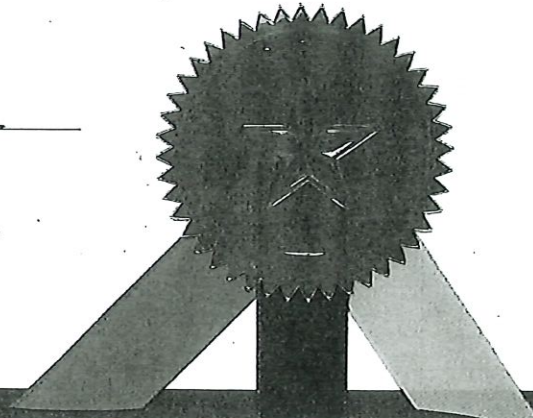
in the City of Sherman and encourage all citizens to increase understanding and acceptance of people with autism spectrum disorder.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Sherman to be affixed this the 17th day of March, 2025.

Mayor

WITNESSETH:

Sinda Ashby
City Clerk





City Council Regular Meeting

Agenda Item No. E.1.

Meeting Date: 3/17/2025

Prepared By: Rob Rae, Developmental Services Director

Approved By: Zachary Flores, Assistant City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6816

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land consisting of 9.3697 acres being in the G.B. Pilant Survey, Abstract No. 963, City Of Sherman, Grayson County, Texas, Located at 1400 and 1502 South Gribble Street, Heretofore R-6 (Single Family Residential) District Rezoning And Placing The Tract In The C-1 (Retail Business) District Zoning Classification, Ipenema Investments (Owner), Will Knobler (Representative) and Ayub R. Sandhu (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 9.3697 acres of land located at 71400 and 1502 South Gribble Street from an R-6 (Single Family Residential) District to a C-1 (Retail Business) District.

Background:

The property is located at 1400 and 1502 South Gribble Street between East Lake Street and East Rosedale Street. Originally, it was the Sherman National Guard Armory. In 2009, the City of Sherman purchased it and sold it to Ipenema Investments Ltd in 2016. The owner then improved the property and used it as a residential property until just recently.

The owner is requesting a Zone Change from an R-6 (Single Family Residential) District to C-1 (Retail Business) District.

Origination:

Ipenema Investments (Owner), Will Knobler (Representative) and Ayub R. Sandhu (Surveyor).

Financial Consideration:

None

Staff Recommendation:

At the February 18, 2025 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 has no objections to the approval of this zone change request.**

Alternatives:

The City Council could deny the request.

Attachments:

1. Ordinance No. 6816
2. Exhibit A - Survey
3. Location Map
4. Zoning Map
5. Future Landuse Map
6. Property Notification Sign
7. Narrative
8. Comment Response
9. Elevation

ORDINANCE NO. 6816

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 9.3697 ACRES BEING IN THE G.B. PILANT SURVEY, ABSTRACT NO. 963, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED AT 1400 AND 1502 SOUTH GRIBBLE STREET, HERETOFORE R-6 (SINGLE FAMILY RESIDENTIAL) DISTRICT REZONING AND PLACING THE TRACT IN THE C-1 (RETAIL BUSINESS) DISTRICT ZONING CLASSIFICATION, IPENEMA INVESTMENTS (OWNER), WILL KNOBLER (REPRESENTATIVE) AND AYUB R. SANDHU (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 1400 and 1502 South Gribble Street 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 17th day of March 2025.

ADOPTED on this the 17th day of March 2025.

EFFECTIVE DATE on this the 17th day of March 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

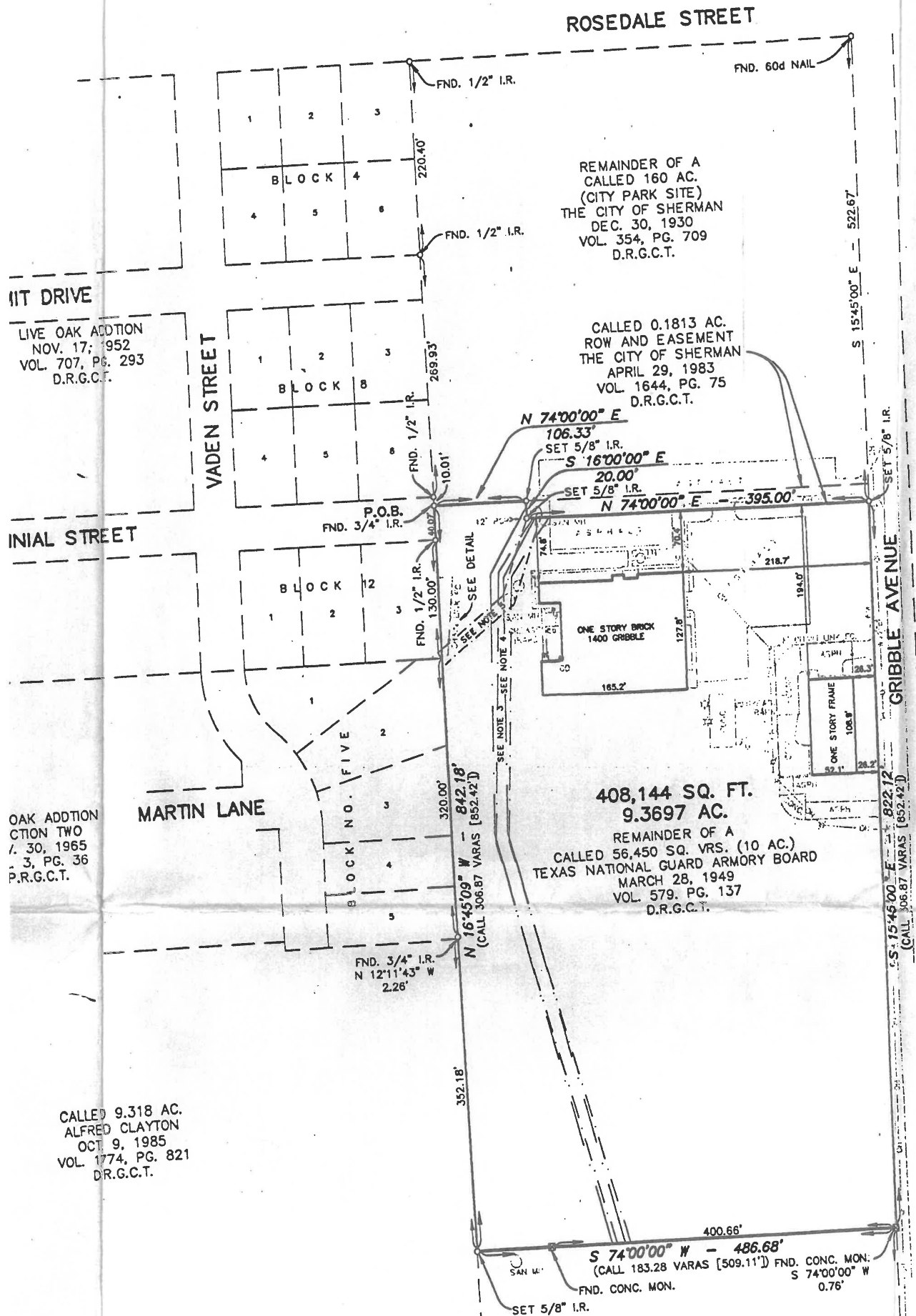


EXHIBIT A

Description of a 9.3697 acre (408,144 square foot) tract of land located in the G.B. Pilant Survey, Abstract No. 963 in the City of Sherman, Grayson County, Texas, and being the remainder of a called 56,450 square vara (10 acre) tract of land conveyed to the Texas National Guard Armory Board by the deed dated March 29, 1949 and recorded in Volume 579, Page 137 of the deed records of Grayson County, Texas, said 9.3697 acre tract of land begin more particularly described by metes and bounds as follows:

Beginning at a ¾ inch iron rod found at the common Northwest corner of said called 10 acre tract and Southwest corner of a remainder of a called 160 acre tract of land conveyed to the City of Sherman by the deed dated December 30, 1930 and recorded in Volume 354, Page 709 of said deed records, said point also being in the east line of Live Oak Addition, an addition to the City of Sherman as evidenced by the plat dated November 17, 1952 and recorded in Volume 707, Page 293 of said deed records;

Thence, North 74°00'00" East, departing said East line and along the common North line of said called 10 acre tract and South line of said remainder of a called 160 acre tract, a distance of 106.33 feet to a 5/8 inch iron rod set for the common most Westerly Northeast corner of said remainder of a called 10 acre tract and the Northwest corner of a called 0.1813 acre tract of land conveyed to the City of Sherman for right of way and easement by the deed dated April 29, 1983 and recorded in Volume 1644, Page 75 of said deed records;

Thence, South 16°00'00" East, departing said common line and along the common most Northerly East line of said remainder of a called 10 acre tract and West line of said called 0.1813, a distance of 20.00 feet to a 5/8 inch iron rod set for the common interior angle of said remainder of a called 10 acre tract and Southwest corner of said called 0.1813 acre tract;

Thence, North 74°00'00" East, departing said common line and along the common North line of said remainder of a called 10 acre tract and South line of said called 0.1813 acre tract, a distance of 395.00 feet to a 5/8 inch iron rod set in asphalt in the common East line of said called 10 acre tract and West right of way line of Gribble Avenue for the common Northeast corner of said remainder of a called 10 acre tract and southeast corner of said called 0.1813 acre tract;

Thence, South 15°45'00" East, departing said common line and along the common East line of said called 10 acre tract and said West right of way line of Gribble Avenue, a distance of 822.12 feet (called 306.87 vara [852.42 feet]) to the common Southeast corner of said called 10 acre tract and Northeast corner of a called 34.614 acre tract of land conveyed to Alfred Clayton by the deed dated October 1, 1985 and recorded in Volume 1772, Page 695 of said deed records, from which a concrete monument found bears South 74°00'00" West, a distance of 0.76 feet;

Thence, South 74°00'00" West, departing said common line and along the common South line of said called 10 acre tract and most Easterly North line of said called 34.614 acre tract, passing at a distance of 400.66 feet a concrete monument found, continuing for a total distance of 486.68 feet (called 1893.23 vara [509.11 feet]) to a 5/8 inch iron rod set in the East line of a called 9.318 acre tract of land conveyed to Alfred Clayton by the deed dated October 19, 1985 and recorded in Volume 1774, Page 821 of said deed records, said point being the common Southwest corner of said called 10 acre tract and most Northerly Northwest corner of said called 34.614 acre tract;

Thence, North 16°45'09" West, (called 16° West) departing said common line and along the common West line of said called 10 acre tract and East line of said called 9.318 acre tract, passing at a distance of 352.18 feet the common Northeast corner of said called 9.318 acre tract and Southeast corner of Live Oak Addition Section Two, an addition to Volume 3, Page 36 of the plat records of Grayson County, Texas from said corner a ¾ inch iron rod found bears North 12°11'43" West, a distance of 2.26 feet, continuing along the common West line of said called 10 acre tract and East line of said Live Oak Addition Section Two, passing at a distance of 672.18 feet the common Northeast corner of said Live Oak Addition Section Two and Southeast corner of said Live Oak Addition, continuing along the common West line of said called 10 acre tract and East line of said Live Oak Addition, for a total distance of 842.18 feet (called 306.87 vara [852.42]) to the point of beginning and containing 9.3697 acres (408,144 square feet) of land within the metes recited.

DESCRIPTION OF A 9.3697 ACRE (408,144 SQUARE FOOT) TRACT OF LAND LOCATED IN THE G. B. PILANT SURVEY, ABSTRACT NO. 963 IN THE CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, AND BEING THE REMAINDER OF A CALLED 56,450 SQUARE VARA (10 ACRE) TRACT OF LAND CONVEYED TO THE TEXAS NATIONAL GUARD ARMORY BOARD BY THE DEED DATED MARCH 28, 1949 AND RECORDED IN VOLUME 579, PAGE 137 OF THE DEED RECORDS OF GRAYSON COUNTY, TEXAS, SAID 9.3697 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 3/4 INCH IRON ROD FOUND AT THE COMMON NORTHWEST CORNER OF SAID CALLED 10 ACRE TRACT AND SOUTHWEST CORNER OF A REMAINDER OF A CALLED 160 ACRE TRACT OF LAND CONVEYED TO THE CITY OF SHERMAN BY THE DEED DATED DECEMBER 30, 1930 AND RECORDED IN VOLUME 354, PAGE 709 OF SAID DEED RECORDS, SAID POINT ALSO BEING IN THE EAST LINE OF LIVE OAK ADDITION, AN ADDITION TO THE CITY OF SHERMAN AS EVIDENCED BY THE PLAT DATED NOVEMBER 17, 1952 AND RECORDED IN VOLUME 707, PAGE 293 OF SAID DEED RECORDS;

THENCE, NORTH 74°00'00" EAST, DEPARTING SAID EAST LINE AND ALONG THE COMMON NORTH LINE OF SAID CALLED 10 ACRE TRACT AND SOUTH LINE OF SAID REMAINDER OF A CALLED 160 ACRE TRACT, A DISTANCE OF 106.33 FEET TO A 5/8 INCH IRON ROD SET FOR THE COMMON MOST WESTERLY NORTHEAST CORNER OF SAID REMAINDER OF A CALLED 10 ACRE TRACT AND THE NORTHWEST CORNER OF A CALLED 0.1813 ACRE TRACT OF LAND CONVEYED TO THE CITY OF SHERMAN FOR RIGHT OF WAY AND EASEMENT BY THE DEED DATED APRIL 29, 1983 AND RECORDED IN VOLUME 1644, PAGE 75 OF SAID DEED RECORDS;

THENCE, SOUTH 16°00'00" EAST, DEPARTING SAID COMMON LINE AND ALONG THE COMMON MOST NORTHERLY EAST LINE OF SAID REMAINDER OF A CALLED 10 ACRE TRACT AND WEST LINE OF SAID CALLED 0.1813, A DISTANCE OF 20.00 FEET TO A 5/8 INCH IRON ROD SET FOR THE COMMON INTERIOR ANGLE OF SAID REMAINDER OF A CALLED 10 ACRE TRACT AND SOUTHWEST CORNER OF SAID CALLED 0.1813 ACRE TRACT;

THENCE, NORTH 74°00'00" EAST, DEPARTING SAID COMMON LINE AND ALONG THE COMMON NORTH LINE OF SAID REMAINDER OF A CALLED 10 ACRE TRACT AND SOUTH LINE OF SAID CALLED 0.1813 ACRE TRACT, A DISTANCE OF 395.00 FEET TO A 5/8 INCH IRON ROD SET IN ASPHALT IN THE COMMON EAST LINE OF SAID CALLED 10 ACRE TRACT AND WEST RIGHT OF WAY LINE OF GRIBBLE AVENUE FOR THE COMMON NORTHEAST CORNER OF SAID REMAINDER OF A CALLED 10 ACRE TRACT AND SOUTHEAST CORNER OF SAID CALLED 0.1813 ACRE TRACT;

THENCE, SOUTH 15°45'00" EAST, DEPARTING SAID COMMON LINE AND ALONG THE COMMON EAST LINE OF SAID CALLED 10 ACRE TRACT AND SAID WEST RIGHT OF WAY LINE OF GRIBBLE AVENUE, A DISTANCE OF 822.12 FEET (CALLED 306.87 VARAS [852.42 FEET]) TO THE COMMON SOUTHEAST CORNER OF SAID CALLED 10 ACRE TRACT AND NORTHEAST CORNER OF A CALLED 34.614 ACRE TRACT OF LAND CONVEYED TO ALFRED CLAYTON BY THE DEED DATED OCTOBER 1, 1985 AND RECORDED IN VOLUME 1772, PAGE 695 OF SAID DEED RECORDS, FROM WHICH A CONCRETE MONUMENT FOUND BEARS SOUTH 74°00'00" WEST, A DISTANCE OF 0.76 FEET;

THENCE, SOUTH 74°00'00" WEST, DEPARTING SAID COMMON LINE AND ALONG THE COMMON SOUTH LINE OF SAID CALLED 10 ACRE TRACT AND MOST EASTERLY NORTH LINE OF SAID CALLED 34.614 ACRE TRACT, PASSING AT A DISTANCE OF 400.66 FEET A CONCRETE MONUMENT FOUND, CONTINUING FOR A TOTAL DISTANCE OF 486.68 FEET (CALLED 183.28 VARAS [509.11 FEET]) TO A 5/8 INCH IRON ROD SET IN THE EAST LINE OF A CALLED 9.318 ACRE TRACT OF LAND CONVEYED TO ALFRED CLAYTON BY THE DEED DATED OCTOBER 19, 1985 AND RECORDED IN VOLUME 1774, PAGE 821 OF SAID DEED RECORDS, SAID POINT BEING THE COMMON SOUTHWEST CORNER OF SAID CALLED 10 ACRE TRACT AND MOST NORTHERLY NORTHWEST CORNER OF SAID CALLED 34.614 ACRE TRACT;

THENCE, NORTH 16°45'09" WEST, (CALLED 16° WEST), DEPARTING SAID COMMON LINE AND ALONG THE COMMON WEST LINE OF SAID CALLED 10 ACRE TRACT AND EAST LINE OF SAID CALLED 9.318 ACRE TRACT, PASSING AT A DISTANCE OF 352.18 FEET THE COMMON NORTHEAST CORNER OF SAID CALLED 9.318 ACRE TRACT AND SOUTHEAST CORNER OF LIVE OAK ADDITION SECTION TWO, AN ADDITION TO THE CITY OF SHERMAN AS EVIDENCED BY THE PLAT DATED NOVEMBER 30, 1965 AND RECORDED IN VOLUME 3, PAGE 36 OF THE PLAT RECORDS OF GRAYSON COUNTY, TEXAS, FROM SAID CORNER A 3/4 INCH IRON ROD FOUND BEARS NORTH 12°11'43" WEST, A DISTANCE OF 2.26 FEET, CONTINUING ALONG THE COMMON WEST LINE OF SAID CALLED 10 ACRE TRACT AND EAST LINE OF SAID LIVE OAK ADDITION SECTION TWO, PASSING AT A DISTANCE OF 672.18 FEET THE COMMON NORTHEAST CORNER OF SAID LIVE OAK ADDITION SECTION TWO AND SOUTHEAST CORNER OF SAID LIVE OAK ADDITION, CONTINUING ALONG THE COMMON WEST LINE OF SAID CALLED 10 ACRE TRACT AND EAST LINE OF SAID LIVE OAK ADDITION, FOR A TOTAL DISTANCE OF 842.18 FEET (CALLED 306.87 VARAS [852.42 FEET]) TO THE POINT OF BEGINNING AND CONTAINING 9.3697 ACRES (408,144 SQUARE FEET) OF LAND WITHIN THE METES RECITED.

NOTES:

1. THE SURVEYOR HAS NOT ABSTRACTED THE SUBJECT PROPERTY. THEREFORE, ALL EASEMENTS AFFECTING THE SUBJECT PROPERTY MAY NOT BE SHOWN.
2. BASIS OF BEARINGS IS THE NORTH LINE OF A CALLED 56,450 SQ. VARA (10 ACRE TRACT) OF LAND AS EVIDENCED BY THE DEED DATED MARCH 28, 1949 AND RECORDED IN VOL. 579, PG. 137 OF THE DEED RECORDS OF GRAYSON COUNTY, TEXAS. NORTH LINE IS CALLED TO BE NORTH 74° EAST IN SAID DEED.
3. 15' WIDE SEWER EASEMENT "LINE 1" AS GRANTED TO THE CITY OF SHERMAN BY THE DEED RECORDED IN VOL. 1752, PAGE 457 OF THE DEED RECORDS OF GRAYSON COUNTY, TEXAS. DUE TO THE VAUGENESS OF THE DESCRIPTION OF THIS EASMENT, THE LINES DEPICTED HEREON ARE APPROXIMATE ONLY.

SAID REMAINDER OF A CALLED 10 ACRE TRACT AND SOUTH LINE OF SAID DISTANCE OF 395.00 FEET TO A 5/8 INCH IRON ROD SET IN ASPHALT IN THE COMMON EAST LINE OF SAID CALLED 10 ACRE TRACT AND WEST RIGHT OF WAY LINE OF GRIBBLE AVENUE FOR THE COMMON NORTHEAST CORNER OF SAID REMAINDER OF A CALLED 10 ACRE TRACT AND SOUTHEAST CORNER OF SAID CALLED 0.1813 ACRE TRACT;

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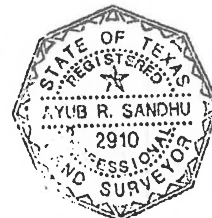
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NOTES:

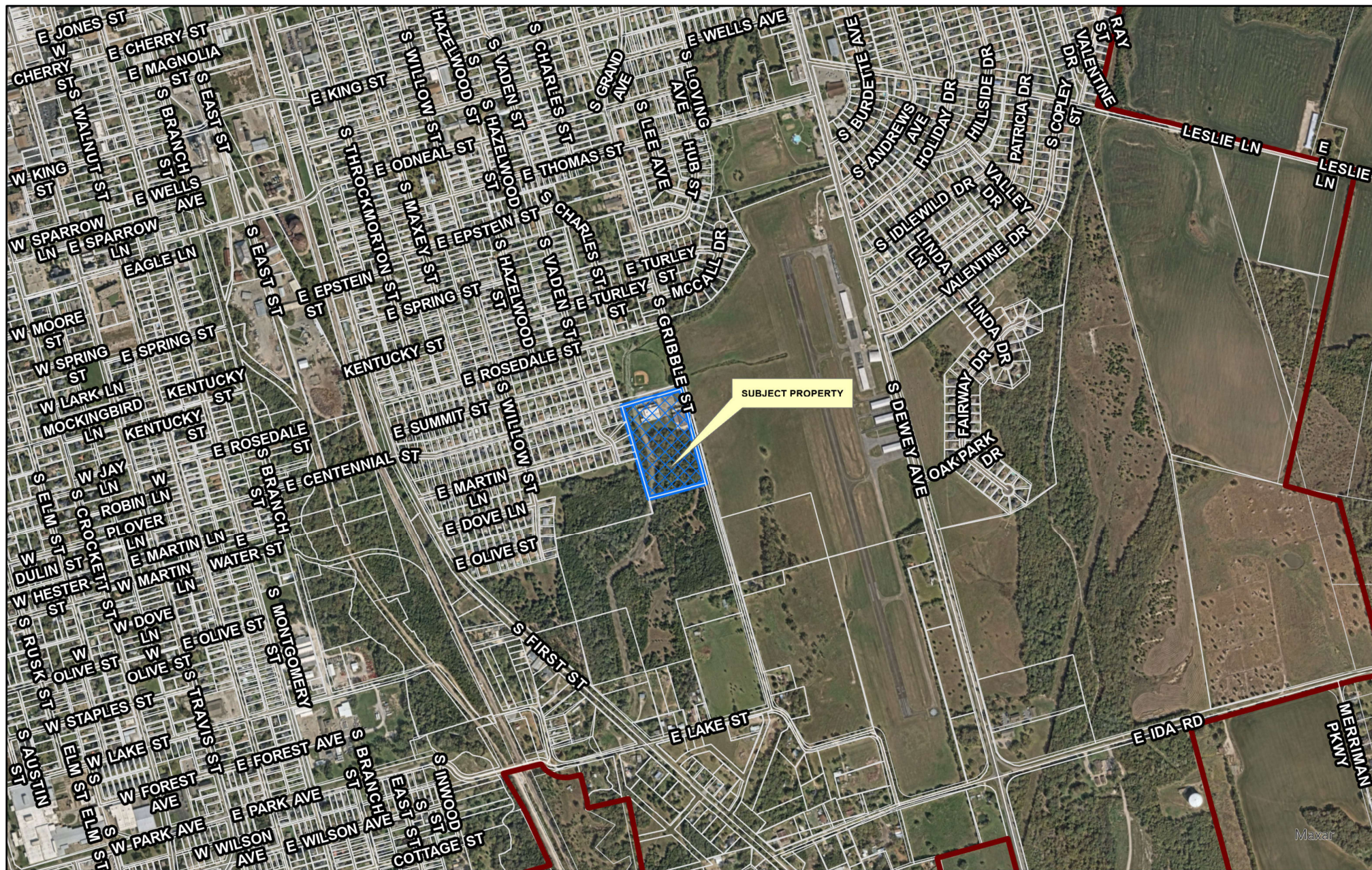
1. THE SURVEYOR HAS NOT ABSTRACTED THE SUBJECT PROPERTY, THEREFORE, ALL EASEMENTS AFFECTING THE SUBJECT PROPERTY MAY NOT BE SHOWN.
2. BASIS OF BEARINGS IS THE NORTH LINE OF A CALLED 56,450 SQ. VARA (10 ACRE TRACT) OF LAND AS EVIDENCED BY THE DEED DATED MARCH 28, 1949 AND RECORDED IN VOL. 579, PG. 137 OF THE DEED RECORDS OF GRAYSON COUNTY, TEXAS. NORTH LINE IS CALLED TO BE NORTH 74° EAST IN SAID DEED.
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4. 15' WIDE SEWER EASEMENT "LINE 2" AS GRANTED TO THE CITY OF SHERMAN BY THE DEED RECORDED IN VOL. 1752, PAGE 457 OF THE DEED RECORDS OF GRAYSON COUNTY, TEXAS. DUE TO THE VAUGENESS OF THE DESCRIPTION OF THIS EASEMENT, THE LINES DEPICTED HEREON ARE APPROXIMATE ONLY.
5. 15' WIDE SEWER EASEMENT "LINE A" AS GRANTED TO THE CITY OF SHERMAN BY THE DEED RECORDED IN VOL. 1752, PAGE 457 OF THE DEED RECORDS OF GRAYSON COUNTY, TEXAS. DUE TO THE VAUGENESS OF THE DESCRIPTION OF THIS EASEMENT, THE LINES DEPICTED HEREON ARE APPROXIMATE ONLY.
6. THERE IS A NATURAL DRAINAGE CHANNEL MEANDERING IN A NORTH/SOUTH DIRECTION ALONG THE WESTERN PORTION OF THE SUBJECT PROPERTY.

I, AYUB R. SANDHU, HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND, UNDER MY SUPERVISION AND THAT IT COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYOR STANDARDS AND SPECIFICATIONS FOR A CATEGORY IB, CONDITION II SURVEY.

Ayub R. Sandhu 8/7/00
AYUB R. SANDHU
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 2910



diagone H:\PLANNING\Public Notification KT.aprx

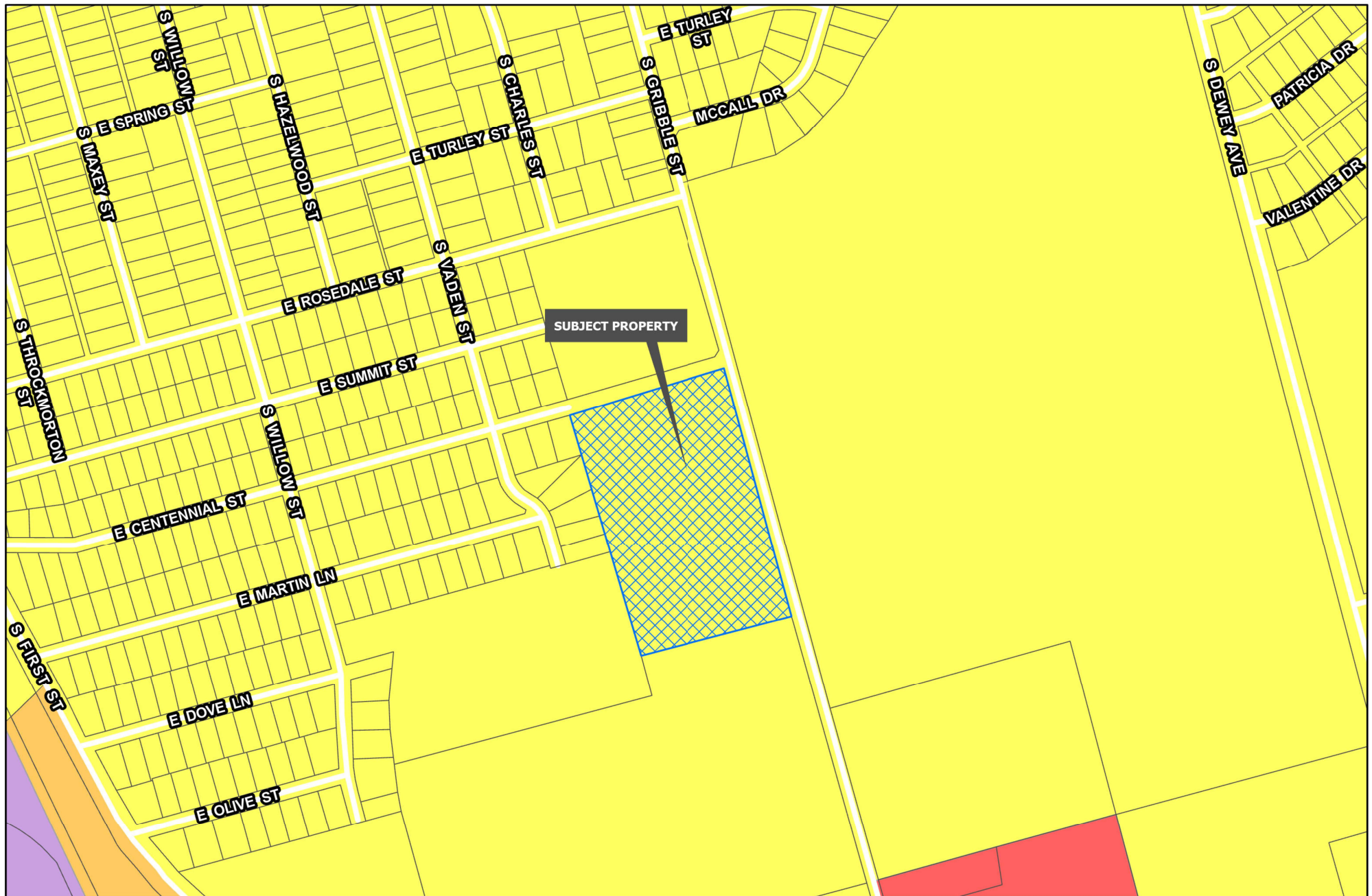


City of Sherman, Texas
Development Services Department

CITY OF SHERMAN
LOCATION MAP
1400 & 1502 S GRIBBLE ST



Date: 1/27/2025 5:52 PM

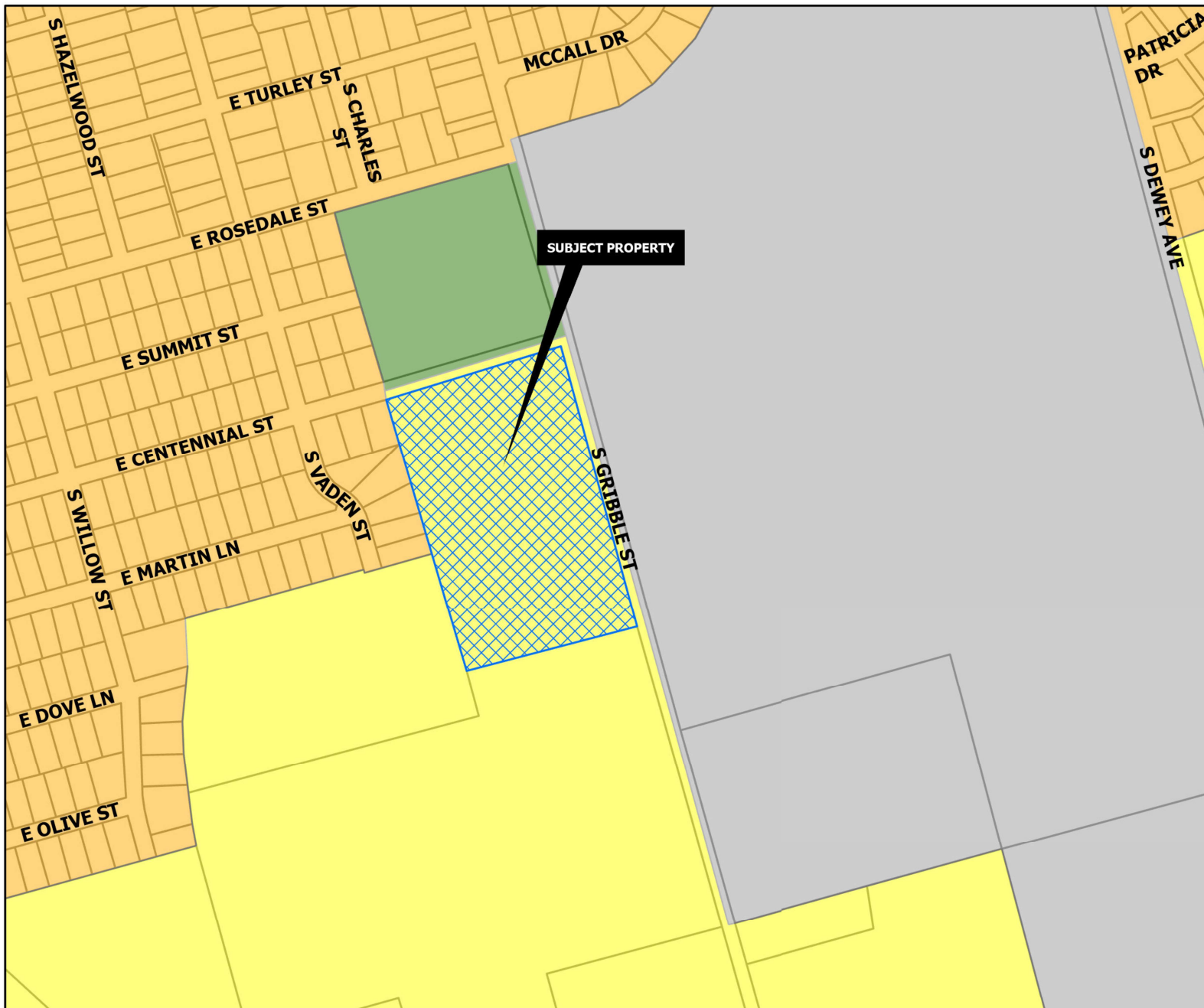


Development Services
Department

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

CITY OF SHERMAN
ZONING MAP
1400 & 1502 S GRIBBLE ST





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.



Development Services
Department

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

CITY OF SHERMAN
FUTURE LAND USE MAP
1400 & 1502 S GRIBBLE ST



9:11 am

Feb 4, 2025



8:59 am

Feb 4, 2025



To the City of Sherman,

The property located at 1400 S Gribble St Sherman TX 75090 is currently zoned as a residential building(R-6). This property consists of a second address as well which is 1502 S Gribble St Sherman TX 75090. The property was originally classified as a commercial building, and we would like to have it reclassified as a C-1 again. There are no plans for us to alter the buildings or the land in any way.



Damaris Y. Knobler

Ipenema Investments

Ipenema Investments
4309 N Central Expy
Dallas, TX 75205
2/4/25

To the City of Sherman:

In response to 1400 S Gribble St. This building is not equipped with an approved automatic sprinkler. Concerning code 503.1.1 and 507.5.1. The property does have a fire apparatus access road to both buildings on this property. There is also a fire hydrant on the corner of E Rosedale St and S Gribble St.

We have no plans to use this building after the zone change. The main purpose of the change is to facilitate the sale of property.

Sincerely,

Ipenema Investments







City Council Regular Meeting

Agenda Item No. E.2.

Meeting Date: 3/17/2025

Prepared By: Rob Rae, Developmental Services Director

Approved By: Zachary Flores, Assistant City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6817

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land consisting of 0.153 acres being in the J.B. McAnair Survey, Abstract No. 765, City Of Sherman, Grayson County, Texas, Located at 1004 North East Street, Heretofore R-6 (Single-Family Residential) District; Rezoning And Placing The Tract In The R-4 (Patio Home Residential) District Zoning Classification, M&G Home Builders (Owner) and Helvey Wagner 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 0.153 acres of land located at 1004 North East Street from an R-6 (Single-Family Residential) District to a R-4 (Patio Home Residential) District.

Background:

The property is located at 1004 North East Street between Vernon Holland Drive and East College Street. The owner is requesting a Zone Change from an R-6 (Single Family Residential) District to R-4 (Patio Home Residential) District.

This zoning is consistent with the neighborhood.

The following has been approved for this location:
1/17/2025 - Preliminary Plat of East Addition.

Origination:

M&G Home Builders (Owner) and Helvey Wagner Surveying Inc. (Surveyor).

Financial Consideration:

None

Staff Recommendation:

At the February 18, 2025 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 has not objection to the approval of this zone change request.**

Alternatives:

The City Council could deny the request.

Attachments:

1. Ordinance No. 6817
2. Exhibit A - Survey
3. Location Map
4. Zoning Map
5. Future Landuse Map
6. Property Notification Sign
7. Narrative

ORDINANCE NO. 6817

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 0.153 ACRES BEING IN THE J.B. MCANAIR SURVEY, ABSTRACT NO. 765, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED AT 1004 NORTH EAST STREET, HERETOFORE R-6 (SINGLE-FAMILY RESIDENTIAL) DISTRICT; REZONING AND PLACING THE TRACT IN THE R-4 (PATIO HOME RESIDENTIAL) DISTRICT ZONING CLASSIFICATION, M&G HOME BUILDERS (OWNER) AND HELVEY WAGNER 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 at 1004 North East Street 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 17th day of March 2025.

ADOPTED on this the 17th day of March 2025.

EFFECTIVE DATE on this the 17th day of March 2025.

CITY OF SHERMAN, TEXAS

BY: _____
SHAWN TEAMANN, MAYOR

ATTEST:

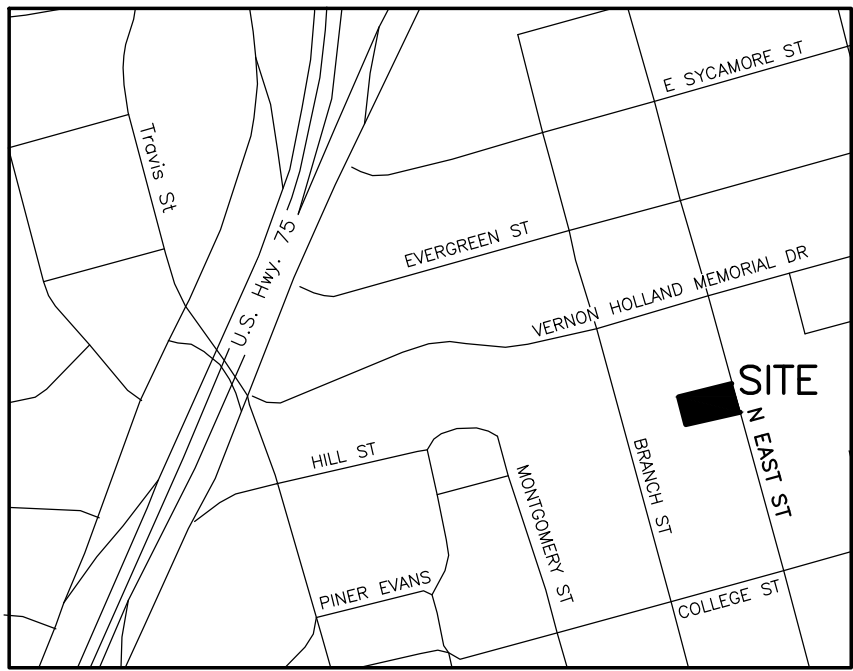
BY: _____
LINDA ASHBY, CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

Vicinity Map

(not to scale)

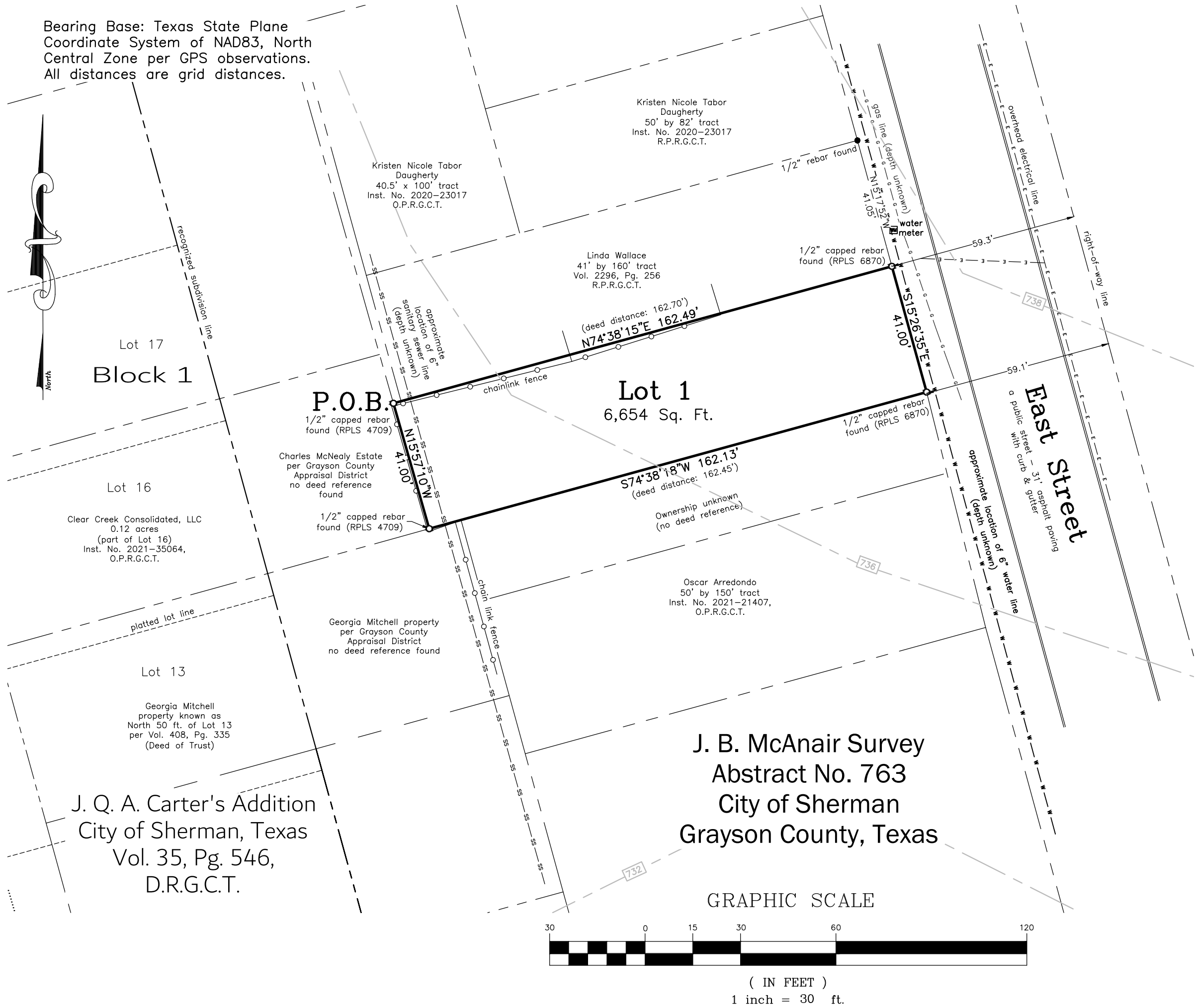


General Notes:

1. Water Supply to be provided by City of Sherman.
2. Sewer service to be provided by City of Sherman.
3. Electrical service is provided by Oncor Electric Delivery Co.
4. Blocking the flow of water or construction of improvements in drainage easements, and filling or obstruction of the roadway is prohibited.
5. Any existing creeks or drainage channels traversing along or across the addition will remain as open channels and will be maintained by the individual owners of the lot or lots that are traversed by or adjacent to the drainage courses along or across said lots.
6. The City of Sherman will not be responsible for the maintenance and operation of said drainage ways or for the control of erosion.
7. The property shown on the plat hereon lies within a Zone "X" (areas determined to be outside 500-year floodplain) Designation, as shown on the Flood Insurance Rate Map for Grayson County, Texas and Incorporated Areas, Map No. 48181C0290G, Revised Date: September 1, 2022.
8. Neither the City of Sherman nor the undersigned surveyor will be responsible for any damage, personal injury, or loss of life or property occasioned by flooding or flooding conditions.
9. The owners and builders must comply with all other local, state and federal regulations regarding developments of this type.

Notice: Preliminary plat, for inspection purposes only. In no way official or approved for record purposes. Contours shown hereon based upon City of Sherman GIS amps. This does not represent a full topographic survey.

Bearing Base: Texas State Plane Coordinate System of NAD83, North Central Zone per GPS observations. All distances are grid distances.



LEGAL DESCRIPTION

SITUATED in the City of Sherman, County of Grayson, State of Texas, and being a part of the J. B. McAnair Survey, Abstract No. 765 and all of the 0.153 acre tract of land conveyed by General Warranty Deed from Asaf Avraham to M&G Home Builders, LLC on July 12, 2023, recorded in Inst. No. 2023-17834, Real Property Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows, to-wit;

BEGINNING at a 1/2 inch capped rebar found (RPLS 4709) at the Northwest corner of said M&G Home Builders, LLC 0.153 ac.;

THENCE North 74 deg. 38 min. 15 sec. East, with the North line of said M&G Home Builders, LLC 0.153 ac., passing the Southwest corner of the 41 ft. by 160 ft. tract of land conveyed to Linda Wallace, recorded in Vol. 2296, Pg. 256, said Real Property Records, then continuing with the South line of said Wallace 41 ft. by 160 ft. tract, a distance of 162.49 ft. to a 1/2 inch capped rebar found (RPLS 6870) at the Northeast corner of said M&G Home Builders, LLC 0.153 ac. and the Southeast corner of said Wallace 41 ft. by 160 ft. tract, lying in the West line of East Street, a public street;

THENCE South 15 deg. 26 min. 35 sec. East, with the East line of said M&G Home Builders LLC 0.153 ac. and the West line of said East Street, a distance of 41.00 ft. to a 1/2 inch capped rebar found (RPLS 6870) at the Southeast corner of said M&G Home Builders, LLC 0.153 ac.;

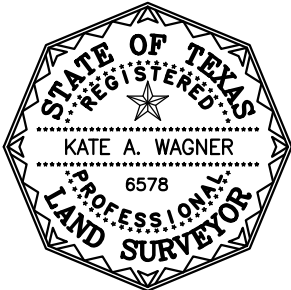
THENCE South 74 deg. 38 min. 18 sec. West, with the South line of said M&G Home Builders, LLC 0.153 ac., a distance of 162.13 ft. at the Southwest corner of said M&G Home Builders, LLC 0.153 ac.;

THENCE North 15 deg. 57 min. 10 sec. West, with the West line of said M&G Home Builders, LLC 0.153 ac., a distance of 41.00 ft. to the **POINT OF BEGINNING** and containing **0.153 ACRES** of land.

KNOW ALL MEN BY THESE PRESENTS:

THAT I, Kate A. Wagner, Registered Professional Land Surveyor, 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.

Kate A. Wagner, R. P. L. S. No. 6578 Date:



SURVEYOR

Helvey-Wagner Surveying, Inc.
222 W. Main St., Denison, Texas 75020
Phone (903) 463-6191
Email: kate@helveywagnersurveying.net
TBPELS Firm Registration No. 10088100

Owner:
M&G Home Builders, LLC
1218 N. Brents Avenue
Sherman, Texas 75090

STATE OF TEXAS
COUNTY OF GRAYSON

I, M&G Home Builders, LLC, sole owners of East Addition to the City of Sherman, Texas, do hereby dedicate the streets, easements, alleys, rights-of-way, parks, school sites and other public places shown hereon to the public use forever.

Managing Member of M&G Home Builders, LLC
Printed Name: Martin Covarrubias

AVIGATION RELEASE

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, M&G Home Builders, LLC, hereinafter called OWNER, 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, 2024

Managing Member of M&G Home Builders, LLC
Printed Name: Martin Covarrubias

OWNER'S CERTIFICATE OF DEDICATION

That M&G Home Builders, LLC, acting by and through its duly authorized agent, does hereby adopt this plat designating the herein described real property as Mora's Addition, an addition to the City of Sherman, Grayson County, Texas, being 0.153 acres situated in and being a portion of the J.B. McAnair Survey, Abstract No. 763, City of Sherman, Grayson County, Texas, and does hereby dedicate to the public use forever the streets and easements shown on this plat for the mutual use and accommodation of all public and private utilities desiring to use or using same. Any public or private utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs or other improvements or growths which in any way endanger or interfere with the construction, maintenance, or efficiency of its respective systems on any of these easement strips and any public or private utility shall, at all times, have a right of ingress and egress to and from and upon said easement strips for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and adding to or removing all or part of its respective system without permission of anyone. This plat is approved subject to all ordinances, rules and regulations and resolutions of the City of Sherman, Texas.

WITNESS, my hand at _____ County, Texas, this _____ day of _____, 2025.

Managing Member of M&G Home Builders, LLC
Printed Name: Martin Covarrubias

Before me the undersigned, a notary public in and for said County and State, on this day personally appeared Martin Covarrubias, 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 expressed and in the capacity therein stated.

Given under my hand and seal of office this _____ day of _____, 2025

Notary Public, Grayson County, Texas

CITY ACCEPTANCE



City Engineer
City of Sherman

Date

ATTEST:

City Clerk

Preliminary Plat
Lot 1
East Addition
to the
City of Sherman
Grayson County, Texas
0.153 Acres
in the
J.B. McAnair Survey
Abstract No. 763

Job No. CGSI6I224
PREPARATION DATE: DECEMBER 17, 2024

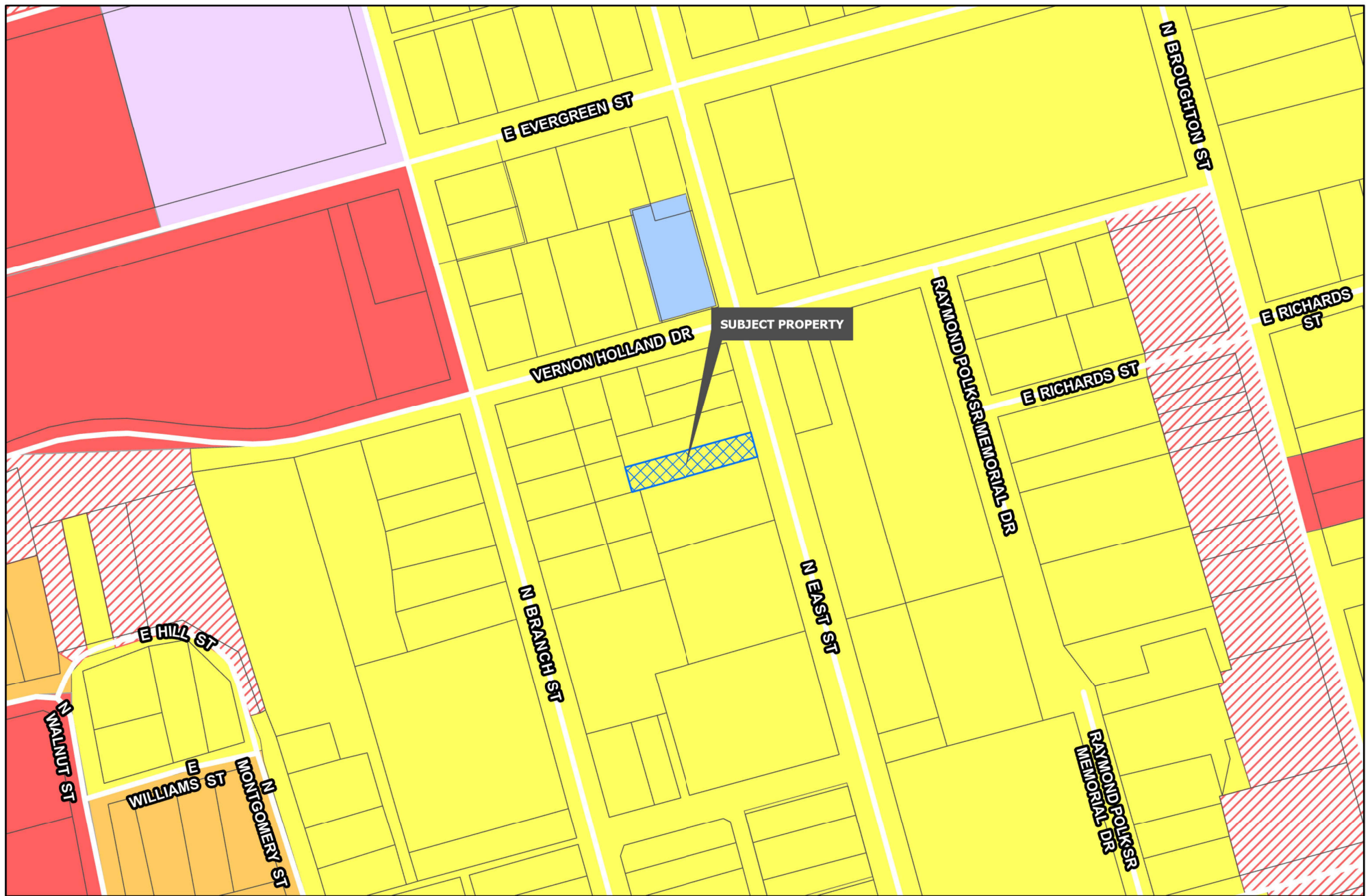


City of Sherman, Texas
Development Services Department

CITY OF SHERMAN
LOCATION MAP
1004 N EAST ST



Date: 1/27/2025 5:52 PM

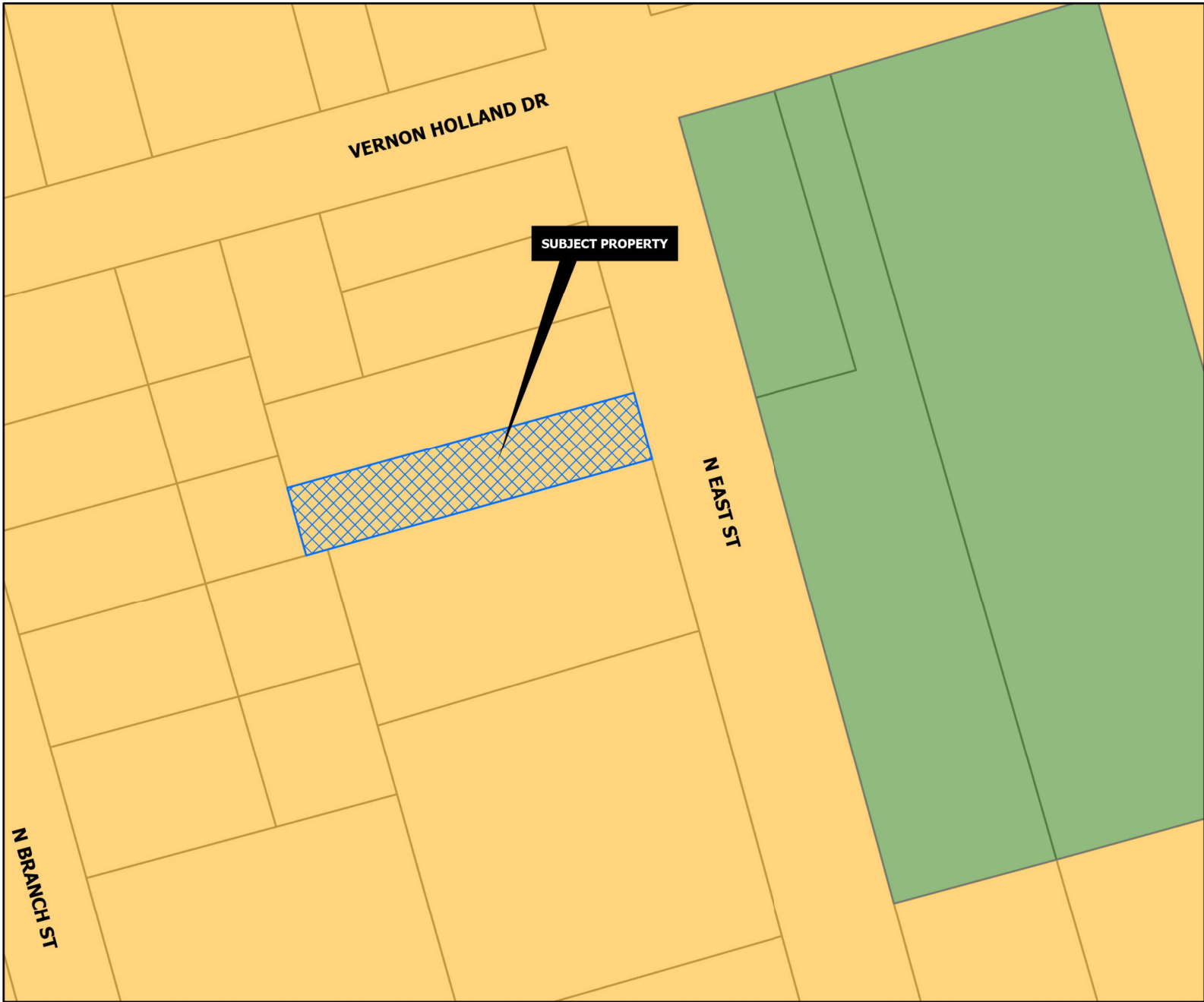


Development Services
Department

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

CITY OF SHERMAN
ZONING MAP
1004 N EAST ST





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.



Development Services
Department

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

CITY OF SHERMAN
FUTURE LAND USE MAP
1004 N EAST ST





2/4/25 10:03 AM



Project Narrative for 1004 N. East Street, Sherman, Texas

Preliminary Plat Lot 1, East Addition to the City of Sherman

The purpose of this zone change is to build a new residential structure on an existing track of land. The current zoning of the subject property is R-6, and I would like to change the zoning to R-4. I plan to build a home with an attached garage.



Martin Covarrubias- Owner



City Council Regular Meeting

Agenda Item No. E.3.

Meeting Date: 3/17/2025

Prepared By: Rob Rae, Developmental Services Director

Approved By: Zachary Flores, Assistant City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6818

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land being a part of Samuel Blagg Survey, Abstract No. 56, and being part of Lot 3 of Moore's Addition, City Of Sherman, Grayson County, Texas, Located at 1005 South Travis Street consisting of 0.312 acres and 1018 South Walnut Street consisting of 0.433 acres, Heretofore MF-30 (Multi-Family Residential) District; Rezoning And Placing The Tract In The R-6 (Single Family Residential) District Zoning Classification, Daniel Dominick (Owner) and Underwood Drafting & Surveying (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 0.785 acres of land located at 1005 South Travis Street and 1018 South Walnut Street from an MF-30 (Multi-Family Residential) District to R-6 (Single Family Residential) District.

Background:

The property is located at 1005 South Travis Street and 1018 South Walnut Street between East Spring Street and Kentucky Street. The owner is requesting a Zone Change from an MF-30 (Multi-Family Residential) District to R-6 (Single Family Residential) District.

Origination:

Daniel Dominick (Owner) and Underwood Drafting & Surveying (Surveyor).

Financial Consideration:

None

Staff Recommendation:

At the February 18, 2025 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 has no objection to the approval of this zone change request.**

Alternatives:

The City Council could deny the request.

Attachments:

1. Ordinance No. 6818
2. Exhibit A - Surveys
3. Location Map
4. Zoning Map
5. Future Landuse Map
6. Property Notification Signs
7. Narratives

ORDINANCE NO. 6818

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 A PART OF SAMUEL BLAGG SURVEY, ABSTRACT NO. 56, AND BEING PART OF LOT 3 OF MOORE'S ADDITION, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED AT 1005 SOUTH TRAVIS STREET CONSISTING OF 0.312 ACRES AND 1018 SOUTH WALNUT STREET CONSISTING OF 0.433 ACRES, HERETOFORE MF-30 (MULTI-FAMILY RESIDENTIAL) DISTRICT; REZONING AND PLACING THE TRACT IN THE R-6 (SINGLE FAMILY RESIDENTIAL) DISTRICT ZONING CLASSIFICATION, DANIEL DOMINICK (OWNER) AND UNDERWOOD DRAFTING & SURVEYING (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 1005 South Travis Street and 1018 South Walnut Street and all streets, roads and alleyways contiguous and/or adjacent thereto, shall be rezoned and placed in the R-6 (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.

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INTRODUCED on this the 17th day of March 2025.

ADOPTED on this the 17th day of March 2025.

EFFECTIVE DATE on this the 17th day of March 2025.

CITY OF SHERMAN, TEXAS

BY: _____
SHAWN TEAMANN, MAYOR

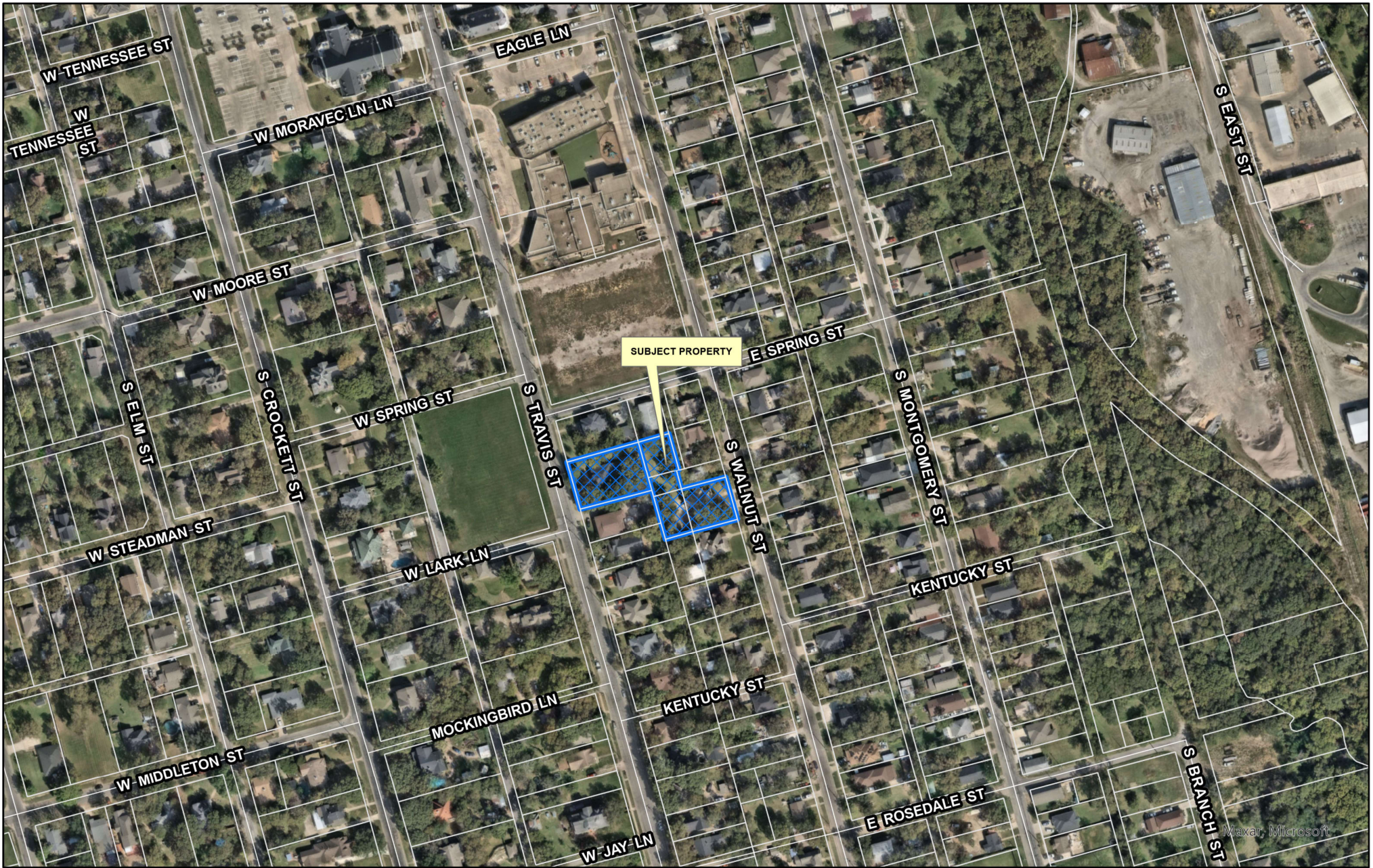
ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

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

BY: _____
RYAN PITTMAN, CITY ATTORNEY

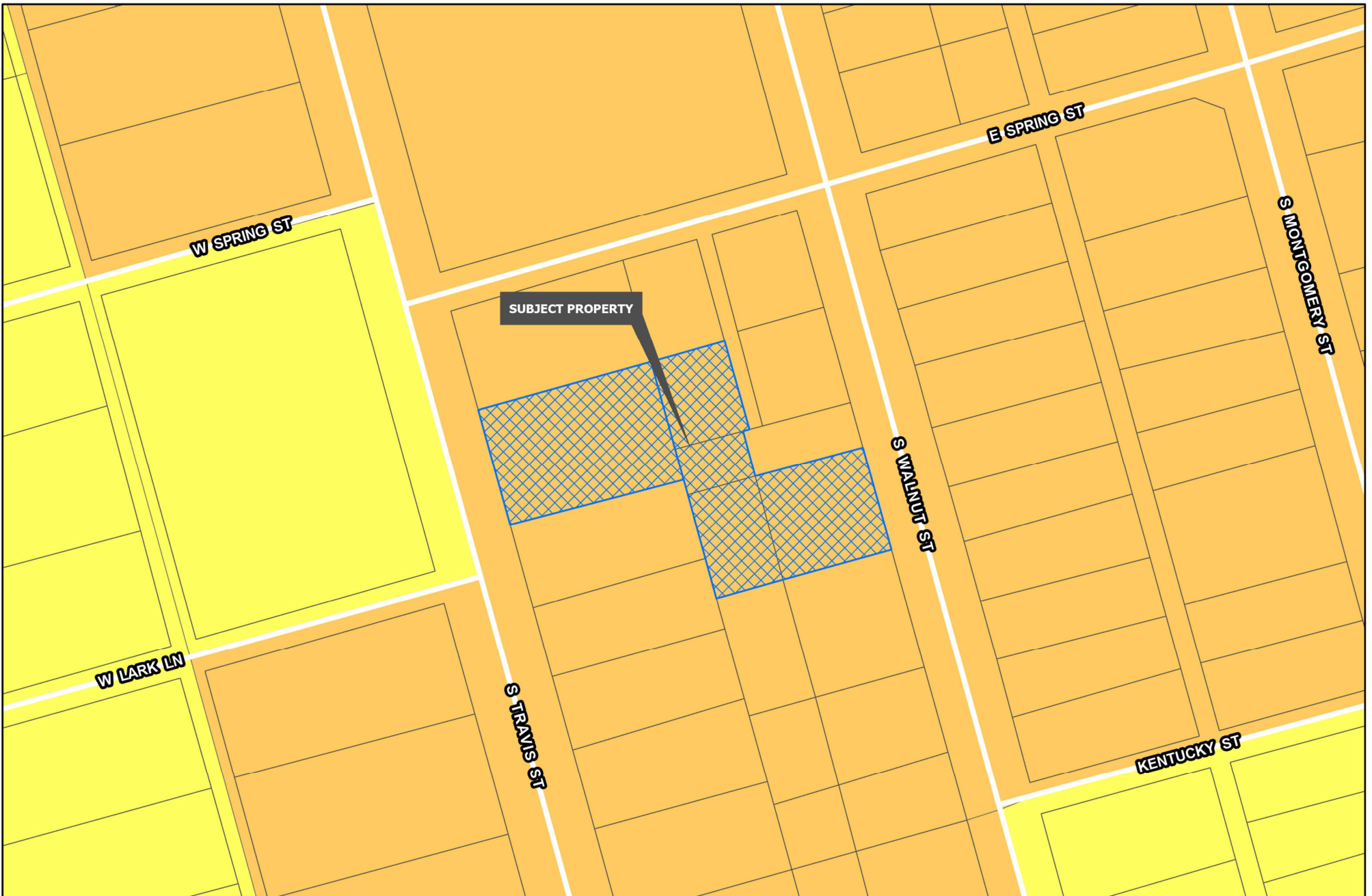
diagrone H3\PLANNING\Public Notification K.T.aprx



City of Sherman, Texas
Development Services Department

CITY OF SHERMAN
LOCATION MAP
1018 S WALNUT ST
& 1005 S TRAVIS ST



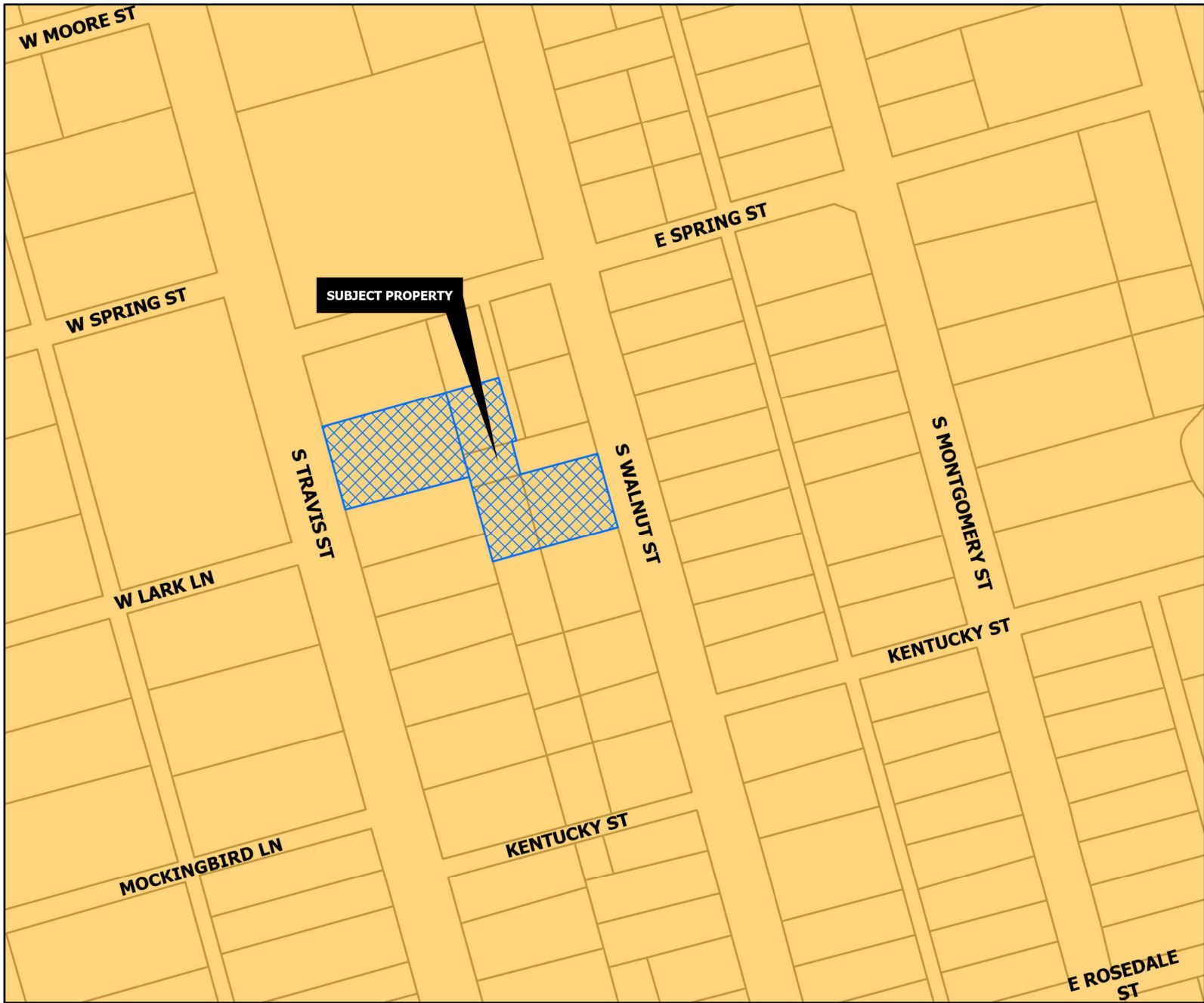


Development Services
Department

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

CITY OF SHERMAN
ZONING MAP
1018 S WALNUT ST
& 1005 S TRAVIS ST





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)
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- Manufactured Housing
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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.



Development Services
Department

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

CITY OF SHERMAN
FUTURE LAND USE MAP
1018 S WALNUT ST
& 1005 S TRAVIS ST



Thomas
NOTICE OF
PROPOSED ZONING
CHANGE
Project # 23-000000
Call for comments
February 10, 2025
February 17, 2025

2/3/25 12:52 PM



02/03/2025 12:55 PM

Dominick Re-zoning Project (1018 S Walnut, 1012 S Walnut, 1005 S Travis)

1005 S Travis Street

Legal Description: MOORE M B ADDN, LOT S PT 3, ACRES 0.4738

Current Zoning Class: MF-30

Proposed Zoning Class: R-6

Lot Acre: 0.4738 (currently; would become .312 from change below)

We own the three properties (1018 S Walnut, 1012 S Walnut, 1005 S Travis) and would like to clear up mistakes and problems in the legal descriptions of each as well as reallocate the space to make the properties better fit the houses.

Our proposal:

- 1012 S Walnut – R4 Zoning (currently MF-30)
 - Widen the lot 7 feet with land from 1018 S Walnut in order to make the required 40 ft minimum width
 - Deepen the lot with land from 1005 S Travis in order to make the depth 100 ft and thereby create the required 4000 sf minimum area
 - Request a variance for the existing house of 700 sf in place of the required minimum 800 sf (this is the only variance needed from Sherman City Zoning)
- 1005 S Travis – R6 Zoning (currently MF-30)
 - Shorten the lot depth to the existing fence (approximately 150 ft) to match many of the other properties on S Travis
- 1018 S Walnut – R6 Zoning
 - Add the balance of land from 1005 S Travis past the existing fence line to 1018 S Walnut
 - Add the balance of land from 1012 S Walnut past 100 ft of depth to 1018 S Walnut

Why we would like to do this:

- All three properties have bits and pieces from more than one PID/legal description.
- 1012 S Walnut has a 7 ft wide strip of land that continues 50+ ft along the property line between 1005 S Travis and 1018 S Walnut. It is unusable as it is. Previous owners didn't even know it was theirs. 1012 S Walnut would become a neat rectangle lot 40 x 100.
- 1005 S Travis has an extra deep lot that does not add value, in our opinion, to the house. We are planning to sell and would like to turn it into the standard lot size with a depth that matches the lots on either side and most others on the block (about 150 ft depths on the about 300 ft deep block). 1005 S Travis would become a neat rectangle lot approximately 96 x 150.
- 1018 S Walnut is the largest of these houses and the most valuable. It stands to reason that the replat of land to make reasonable and standard lots should place the extra land with this lot. It would become a single lot, the largest amount of land going to the largest and most valuable house.
- This block of old Sherman has very many anomalies in the surveys. These three houses can be re-platted to correct at least these three nearly century-old problems.

Thank you for your consideration.

Dominick Re-zoning Project (1018 S Walnut, 1012 S Walnut, 1005 S Travis)

1018 S Walnut Street

Legal Description: G-0056 BLAGG SAMUEL A-G0056, ACRES .0815, 110X91 AND PT LOT 4 M B MOORE ADDN, 91X38X91X40,

Current Zoning Class: MF-30

Proposed Zoning Class: R-6

Lot Acre: 0.311 (currently, would become 0.433 from changes below)

We own the three properties (1018 S Walnut, 1012 S Walnut, 1005 S Travis) and would like to clear up mistakes and problems in the legal descriptions of each as well as reallocate the space to make the properties better fit the houses.

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Why we would like to do this:

- All three properties have bits and pieces from more than one PID/legal description.
- 1012 S Walnut has a 7 ft wide strip of land that continues 50+ ft along the property line between 1005 S Travis and 1018 S Walnut. It is unusable as it is. Previous owners didn't even know it was theirs. 1012 S Walnut would become a neat rectangle lot 40 x 100.
- 1005 S Travis has an extra deep lot that does not add value, in our opinion, to the house. We are planning to sell and would like to turn it into the standard lot size with a depth that matches the lots on either side and most others on the block (about 150 ft depths on the about 300 ft deep block). 1005 S Travis would become a neat rectangle lot approximately 96 x 150.
- 1018 S Walnut is the largest of these houses and the most valuable. It stands to reason that the replat of land to make reasonable and standard lots should place the extra land with this lot. It would become a single lot, the largest amount of land going to the largest and most valuable house.
- This block of old Sherman has very many anomalies in the surveys. These three houses can be re-platted to correct at least these three nearly century-old problems.

Thank you for your consideration.



City Council Regular Meeting

Agenda Item No. E.4.

Meeting Date: 3/17/2025

Prepared By: Rob Rae, Developmental Services Director

Approved By: Zachary Flores, Assistant City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6819

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land consisting of 0.092 acres being a part of Samuel Blagg Survey, Abstract No. 56, and being part of Lot 3 of Moore's Addition, City Of Sherman, Grayson County, Texas, Located at 1012 South Walnut Street, Heretofore MF-30 (Multi-Family Residential) District; Rezoning And Placing The Tract In The R-4 (Patio Home Residential) District Zoning Classification, Daniel Dominick (Owner) and Underwood Drafting & Surveying (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 0.092 acres of land located at 1012 South Walnut Street from an MF-30 (Multi-Family Residential) District to R-4 (Patio Home Residential) District.

Background:

The property is located at 1012 South Walnut Street between East Spring Street and Kentucky Street. The owner is requesting a Zone Change from an MF-30 (Multi-Family Residential) District to R-4 (Patio Home Residential) District.

Origination:

Daniel Dominick (Owner) and Underwood Drafting & Surveying (Surveyor).

Financial Consideration:

None

Staff Recommendation:

At the February 18, 2025 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 has no objection to the approval of this zone change request.**

Alternatives:

The City Council could deny the request.

Attachments:

1. Ordinance No. 6819
2. Exhibit A - Survey
3. Location Map
4. Zoning Map
5. Future Land Use Map
6. Property Notification Sign
7. Narrative
8. Comment Response

ORDINANCE NO. 6819

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 0.092 ACRES BEING A PART OF SAMUEL BLAGG SURVEY, ABSTRACT NO. 56, AND BEING PART OF LOT 3 OF MOORE'S ADDITION, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED AT 1012 SOUTH WALNUT STREET, HERETOFORE MF-30 (MULTI-FAMILY RESIDENTIAL) DISTRICT; REZONING AND PLACING THE TRACT IN THE R-4 (PATIO HOME RESIDENTIAL) DISTRICT ZONING CLASSIFICATION, DANIEL DOMINICK (OWNER) AND UNDERWOOD DRAFTING & SURVEYING (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 1012 South Walnut Street 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 17th day of March 2025.

ADOPTED on this the 17th day of March 2025.

EFFECTIVE DATE on this the 17th day of March 2025.

CITY OF SHERMAN, TEXAS

BY: _____
SHAWN TEAMANN, MAYOR

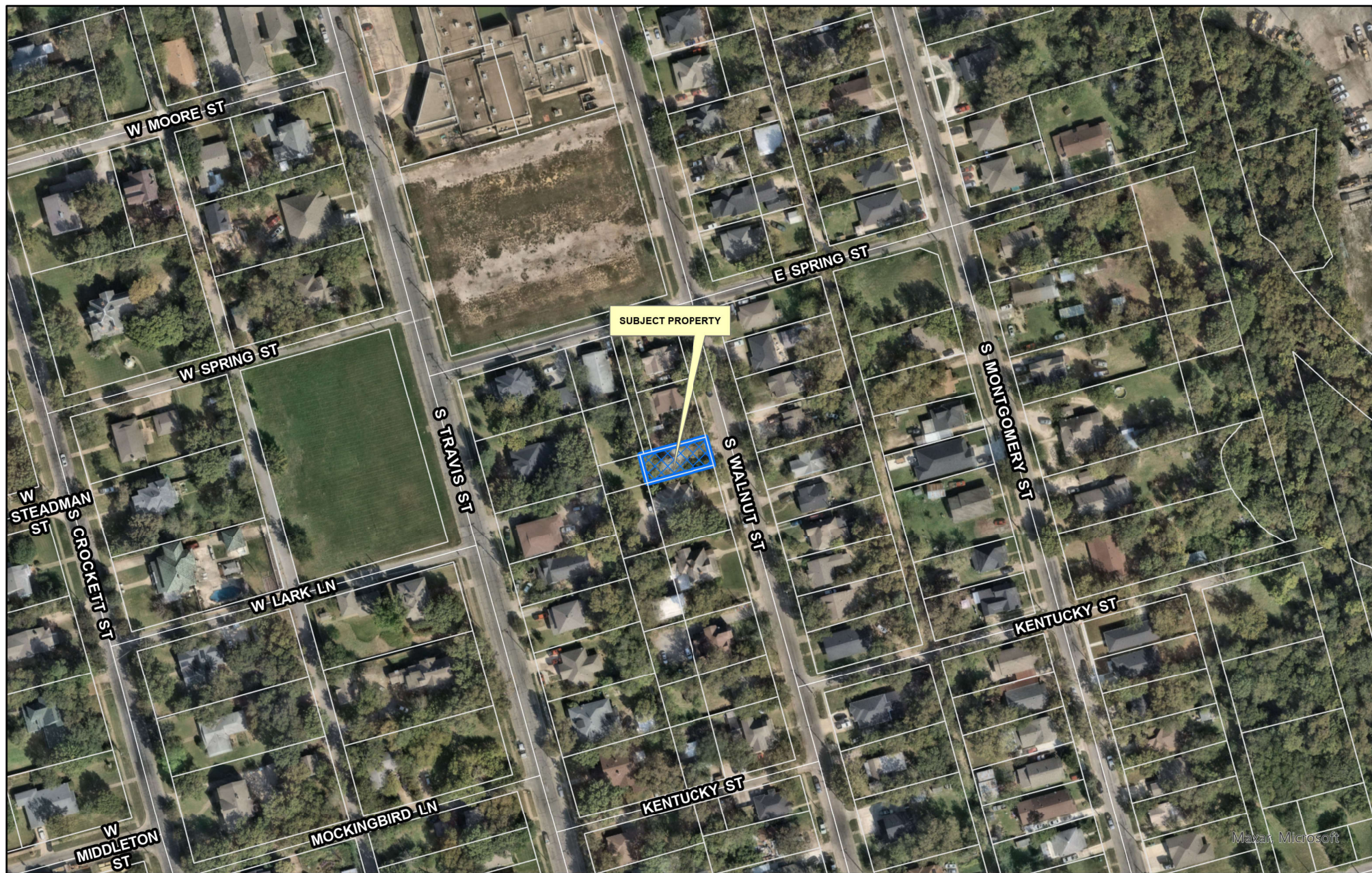
ATTEST:

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

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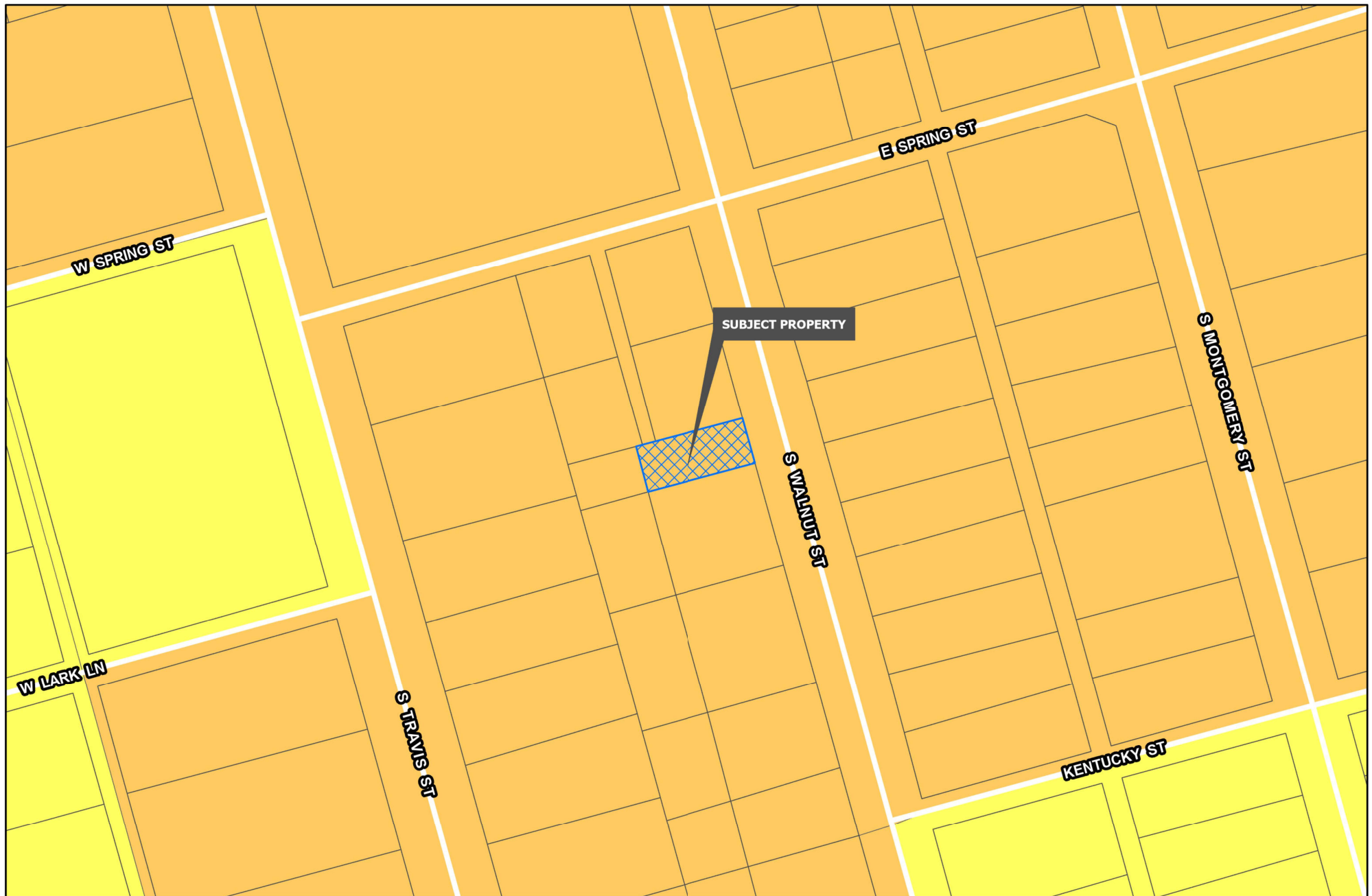


City of Sherman, Texas
Development Services Department

CITY OF SHERMAN
LOCATION MAP
1012 S WALNUT ST



Date: 1/27/2025 5:52 PM

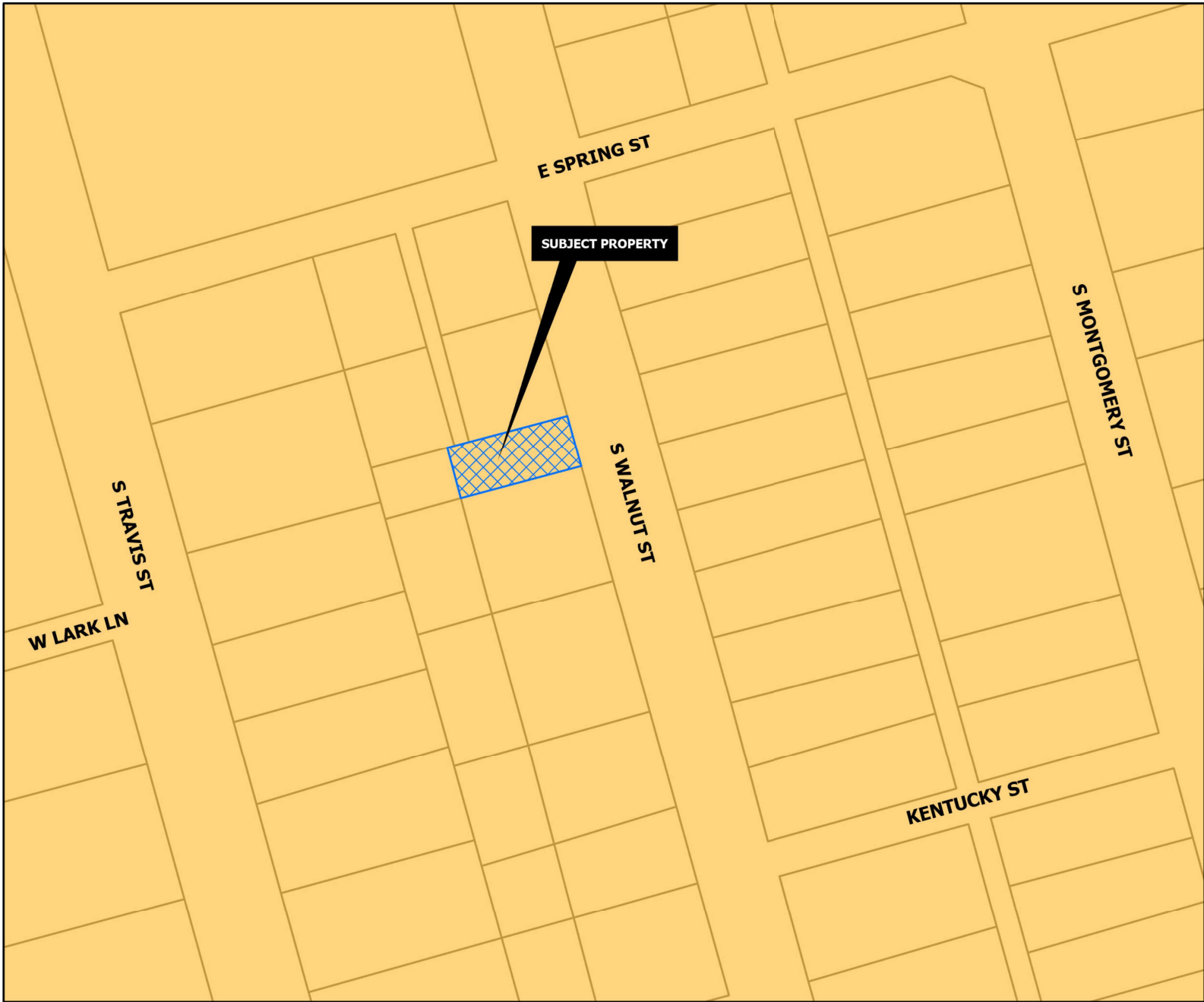


Development Services
Department

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

CITY OF SHERMAN
ZONING MAP
1012 S WALNUT ST





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.



Development Services
Department

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

CITY OF SHERMAN
FUTURE LAND USE MAP
1012 S WALNUT ST





Dominick Re-zoning Project (1018 S Walnut, 1012 S Walnut, 1005 S Travis)

1012 S Walnut Street

Legal Description: PID 165841-G-0056 BLAGG SAMUEL A-G0056, ACRES 0.076, 33 X 86 X 16 X 26 X 17 X 112, & M B MOORE ADDN, LOT PT 3

Current Zoning Class: MF-30

Proposed Zoning Class: R-4

Lot Acre: 0.076 (currently; 4000 sf/0.092 acre proposed from 100 ft x 40 ft lot)

We own the three properties (1018 S Walnut, 1012 S Walnut, 1005 S Travis) and would like to clear up mistakes and problems in the legal descriptions of each as well as reallocate the space to make the properties better fit the houses.

Our proposal:

- 1012 S Walnut – R4 Zoning (currently MF-30)
 - Widen the lot 7 feet with land from 1018 S Walnut in order to make the required 40 ft minimum width
 - Deepen the lot with land from 1005 S Travis in order to make the depth 100 ft and thereby create the required 4000 sf minimum area
 - Request a variance for the existing house of 700 sf in place of the required minimum 800 sf (this is the only variance needed from Sherman City Zoning)
- 1005 S Travis – R6 Zoning (currently MF-30)
 - Shorten the lot depth to the existing fence (approximately 150 ft) to match many of the other properties on S Travis
- 1018 S Walnut – R6 Zoning
 - Add the balance of land from 1005 S Travis past the existing fence line to 1018 S Walnut
 - Add the balance of land from 1012 S Walnut past 100 ft of depth to 1018 S Walnut

Why we would like to do this:

- All three properties have bits and pieces from more than one PID/legal description.
- 1012 S Walnut has a 7 ft wide strip of land that continues 50+ ft along the property line between 1005 S Travis and 1018 S Walnut. It is unusable as it is. Previous owners didn't even know it was theirs. 1012 S Walnut would become a neat rectangle lot 40 x 100.
- 1005 S Travis has an extra deep lot that does not add value, in our opinion, to the house. We are planning to sell and would like to turn it into the standard lot size with a depth that matches the lots on either side and most others on the block (about 150 ft depths on the about 300 ft deep block). 1005 S Travis would become a neat rectangle lot approximately 96 x 150.
- 1018 S Walnut is the largest of these houses and the most valuable. It stands to reason that the replat of land to make reasonable and standard lots should place the extra land with this lot. It would become a single lot, the largest amount of land going to the largest and most valuable house.
- This block of old Sherman has very many anomalies in the surveys. These three houses can be re-platted to correct at least these three nearly century-old problems.

Thank you for your consideration.

January 31, 2025

City of Sherman Development Services 220 W. Mulberry
Sherman, TX 75090

Re: 1012 S Walnut Street (Project No. 25-000091)

To Whom it May Concern:

The City has provided comments for this plat via letter on January 27, 2025, and those comments have been addressed as follows:

1012 SOUTH WALNUT STREET (Project No. 25-000091)

Meeting scheduled with Staff 2/13/2025 at 10a.

Zoning

(The following zoning comments are informational for the zone change, but will need to be addressed during the platting process)

1. The square at the northwest corner of the property must be identified. **Done by updated survey, attached to the email submission 1/31/2025**
 - a. Is it a structure, slab of concrete, accessory dwelling, etc.
2. If the square at the northwest corner of the property is a structure, the dimensions of the structure must be shown. **Done.**
3. If the square at the northwest corner of the property is a structure, the setback from the side and rear property lines must be shown **Done.**
 - a. A Variance for the side setback may be required based on the square feet.
 - i. Accessory buildings and structures must have a rear and an interior side yard setback of not less than five (5) feet. *(Sec. 14.04.002(b)(3))*
4. Front, Rear and all side setbacks must be shown. *(Sec. 14.02.008(1))* **Done.**
 - a. Front setback is 20'
 - b. Rear setback is 15'

Engineering

5. Recommend Pre-Development Meeting prior to P&Z Meeting to discuss potential concerns. **Meeting schedule 2/13/2025 at 10a.**
6. Replatting of the property is required prior to building permit being issued. *Code of Ordinances Chapter 10.01.005; Texas Local Government Code Title 1, Sec. 212.004* **No building permit requested, no change to the existing house is planned.**
7. Subject property does not have direct access to public wastewater main. Extension of wastewater main by developer is required prior to filing Final Plat. *Code of Ordinances Chapter 13, Sec. 13.07.282; Chapter 10.03.005* **House is already connected to city wastewater.**



City Council Regular Meeting

Agenda Item No. E.5.

Meeting Date: 3/17/2025

Prepared By: Rob Rae, Developmental Services Director

Approved By: Zachary Flores, Assistant City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6820

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land consisting of 1.555 acres being a Replat of part of Lots 35, 36 and 38 Carriage House Estates, City Of Sherman, Grayson County, Texas, Located at 2114 Norwood Street, Heretofore R-A (Residential Agricultural) District; Rezoning And Placing The Tract In The R-6 (Single Family Residential) District Zoning Classification, Timothy & Luz Roth (Owners) and Underwood Drafting & Surveying (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 1.555 acres of land located at 2114 Norwood Street from an R-A (Residential Agricultural) District to R-6 (Single Family Residential) District.

Background:

The property is located at 2114 Norwood Street between Shady Oaks Lane and Lavender Drive. The owner is requesting a Zone Change from an R-A (Residential Agricultural) District to R-6 (Single Family Residential) District.

Origination:

Timothy and Luz Roth (Owners) and Underwood Drafting & Surveying (Surveyor).

Financial Consideration:

None

Staff Recommendation:

At the February 18, 2025 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 has no objection to the approval of this zone change request.**

Alternatives:

The City Council could deny the request.

Attachments:

1. Ordinance No. 6820
2. Exhibit A - Survey
3. Location Map
4. Zoning Map
5. Future Land Use Map
6. Property Notification Sign
7. Narrative

ORDINANCE NO. 6820

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 1.555 ACRES BEING A REPLAT OF PART OF LOTS 35, 36 AND 38 CARRIAGE HOUSE ESTATES, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED AT 2114 NORWOOD STREET, HERETOFORE R-A (RESIDENTIAL AGRICULTURAL) DISTRICT; REZONING AND PLACING THE TRACT IN THE R-6 (SINGLE FAMILY RESIDENTIAL) DISTRICT ZONING CLASSIFICATION, TIMOTHY & LUZ ROTH (OWNERS) AND UNDERWOOD DRAFTING & SURVEYING (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 2114 Norwood Street and all streets, roads and alleyways contiguous and/or adjacent thereto, shall be rezoned and placed in the R-6 (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 17th day of March 2025.

ADOPTED on this the 17th day of March 2025.

EFFECTIVE DATE on this the 17th day of March 2025.

CITY OF SHERMAN, TEXAS

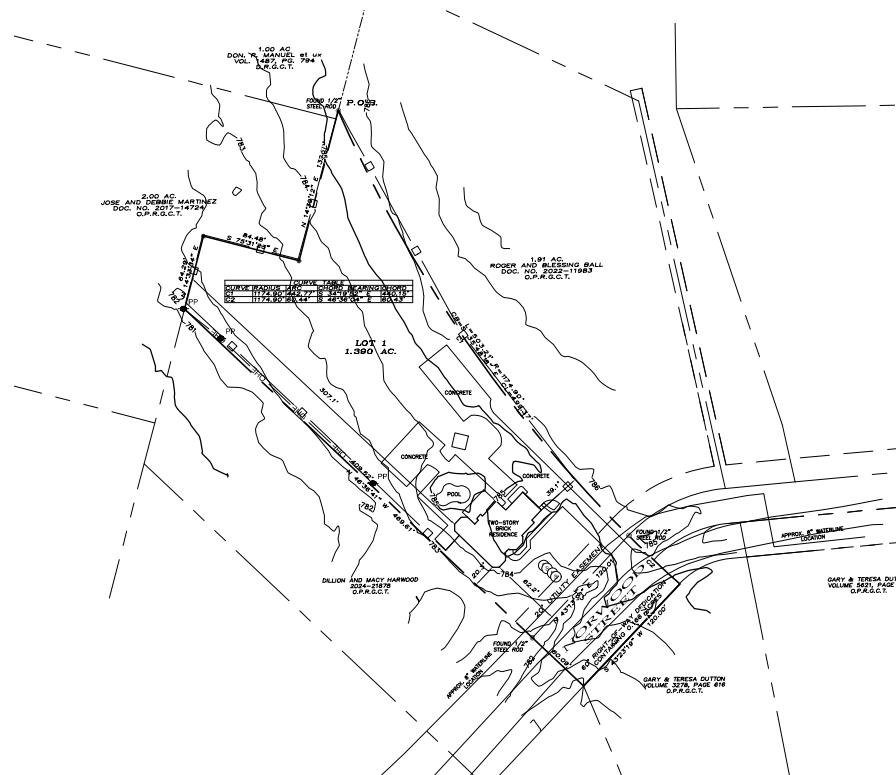
BY: _____
SHAWN TEAMANN, MAYOR

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



LEGAL DESCRIPTION

Situated in the County of Grayson, State of Texas, being a part of William Thompson Survey, Abstract No. 1209 and being a part of Lots 35, 36, 38, and the Adjacent Road in The Carriage House Subdivision to Grayson County as shown by Plat of record in Volume 5, Page 24 Plat Records, Grayson County, Texas and being described by metes and bounds as follows:

Beginning at a Found $\frac{1}{2}$ " steel rod being the most westerly Corner of Lot 1R of the Underwood Addition Replat Lot 1 & 2 Underwood Addition;

Thence with a non-tangent curve to the left having a radius of 1174.90 feet (chord bears South $35^{\circ}48'18''$ East, a distance of 499.37 feet) an arc length of 503.21 feet to a point;

Thence South $43^{\circ}23'19''$ West a distance of 120.00 feet to a point;

Thence North $46^{\circ}36'41''$ West a distance of 469.61 feet to a set $\frac{1}{2}$ " steel rod in the east line of a 2.00 acre tract of land conveyed to Jose and Leslie Martinez, Recorded in Document Number 2017-14724 Official Public Records, Grayson County, Texas;

Thence North $14^{\circ}33'34''$ East with the most southerly east line of said Martinez Tract a distance of 64.29 feet to a set $\frac{1}{2}$ " steel rod;

Thence South $75^{\circ}31'23''$ East with the most easterly South line of said Martinez Tract a distance of 84.48 feet to a set $\frac{1}{2}$ " steel rod;

Thence North $14^{\circ}39'12''$ East a distance of 132.82 feet to the Point of Beginning and containing 1.555 acres of land.

ACCEPTANCE

Approved this _____ day of _____, 2025, by the City Planning and Zoning Commission of the City of Sherman, Texas.

Chairman _____ Secretary _____

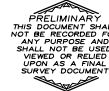
SURVEYOR'S CERTIFICATION

KNOWN ALL MEN BY THESE PRESENTS:

That I, Douglas W. Underwood, 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.

Douglas W. Underwood
Registered Professional
Land Surveyor, No. 4709

Date _____



OWNER'S CERTIFICATE OF DEDICATION

That Timothy and Luz Roth, acting by and through its duly authorized agent, does hereby submit this plat designating the herein described real property as public use, to be dedicated to the public use of the City of Sherman, Grayson County, Texas, being Lots 35, 36, 38, and the Adjacent Road in The Carriage House Subdivision to Grayson County as shown by Plat of record in Volume 5, Page 24 Plat Records, Grayson County, Texas and does hereby dedicate to the public use forever the streets and easements shown on this plat for the mutual use and accommodation of all public and private utilities desiring to use or using same. Any public or private utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs or other improvements or growth, which in its respective systems on any of these easements streets and any public or private utility shall, at all times, have a right of ingress and egress to and from and upon the said easement streets for the purpose of constructing, reconstructing, inspecting, maintaining and adding to or removing all or part of its respective system without the permission of anyone. This plat approves subject to all ordinances, rules regulations and resolutions of the City of Sherman, Texas.

WITNESS, my hand at Grayson County, Texas, this _____ day of _____, 2025.

TIMOTHY A. ROTH

LUZ M. ROTH

STATE OF TEXAS
COUNTY OF GRAYSON

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared, TIMOTHY A. ROTH 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 purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2025.

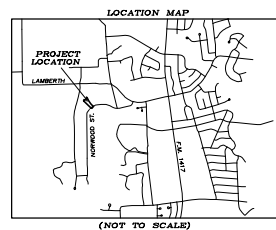
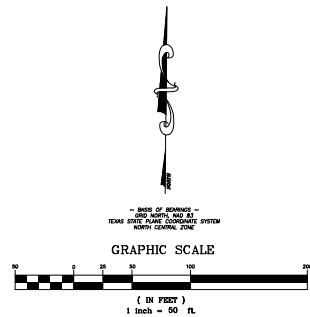
Notary Public in and for
the State of Texas
Commission Expires: _____

STATE OF TEXAS
COUNTY OF GRAYSON

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared, LUZ M. ROTH 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 purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2025.

Notary Public in and for
the State of Texas
Commission Expires: _____



GENERAL NOTES

1. Water Supply to be provided by the City of Sherman.
2. Sewer Service to be provided by the approved OSSP system.
3. Electrical service is provided by Oncor Electrical Delivery.
4. Monitoring the flow of water or construction of improvements in drainage easements, and filling or any existing creases or drainage channels traversing lots or across the subdivisions centrally as used channels, and will be maintained by the individual owners of the lots to which such are connected by or adjacent to the drainage courses along or across said lots.
5. The City of Sherman will not be responsible for the maintenance and operation of said drainage ways or easements for the control of erosion.
6. Neither the City of Sherman nor the undersigned surveyor, will be responsible for any damage, personal injury, or loss of life or property caused by or adjacent to the drainage courses along or across said lots.
7. The owners and builders must comply with all other local, state and federal regulations regarding easements of the type.
8. Bearings are based on the City of Sherman Control Monument Network.
9. The City of Sherman reserves the right to require re-survey of Development Plots based on proposed use of said lots.
10. The subject property does not lie within a Federal Emergency Management Agency (FEMA) designated flood zone as shown on FEMA Flood No. 46181002700, effective date September 1, 2022.

Preliminary plat, for inspection purposes only.
In no way official or approved for record purposes.

**PRELIMINARY PLAT
ROTH ESTATE**
Being a Replat of part of Lots 35, 36, and 38 Carriage House Estates. Being in the City of Sherman, Grayson County, Texas. Containing 1.555 acres of land

01-08-2025

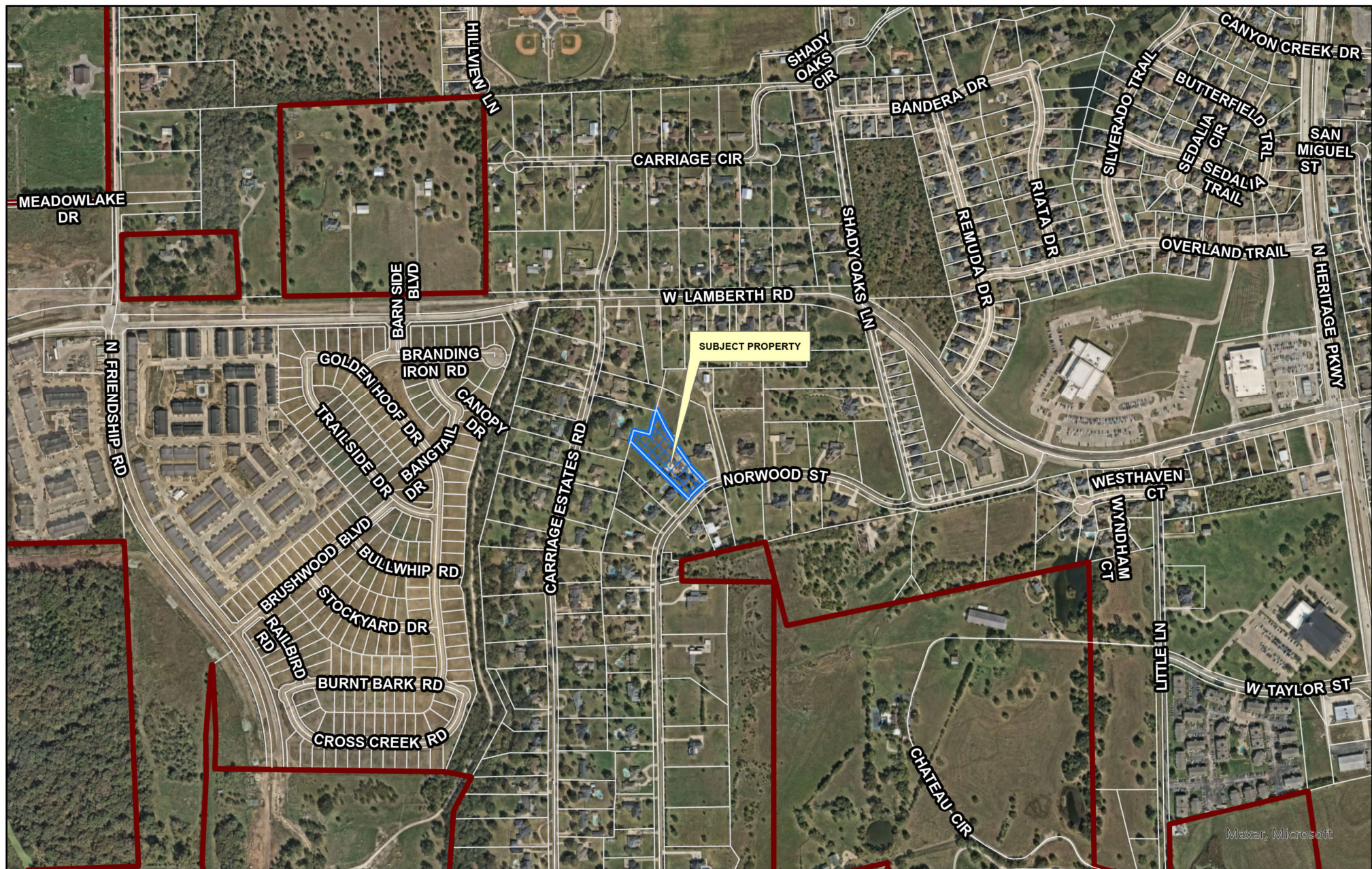
OWNERS/DEVELOPER
TIMOTHY A. ROTH
LUZ M. ROTH
214 NORWOOD DRIVE
SHERMAN TEXAS, 76602

SURVEYOR
DOUGLAS W. UNDERWOOD
R.P.L.S. NO. 4709
3404 INTERURBAN ROAD
DENISON, TEXAS



3404 INTERURBAN ROAD DENISON, TEXAS 75021 (903)465-2151

diagrame H:\PLANNING\Public Notification KT.aprx

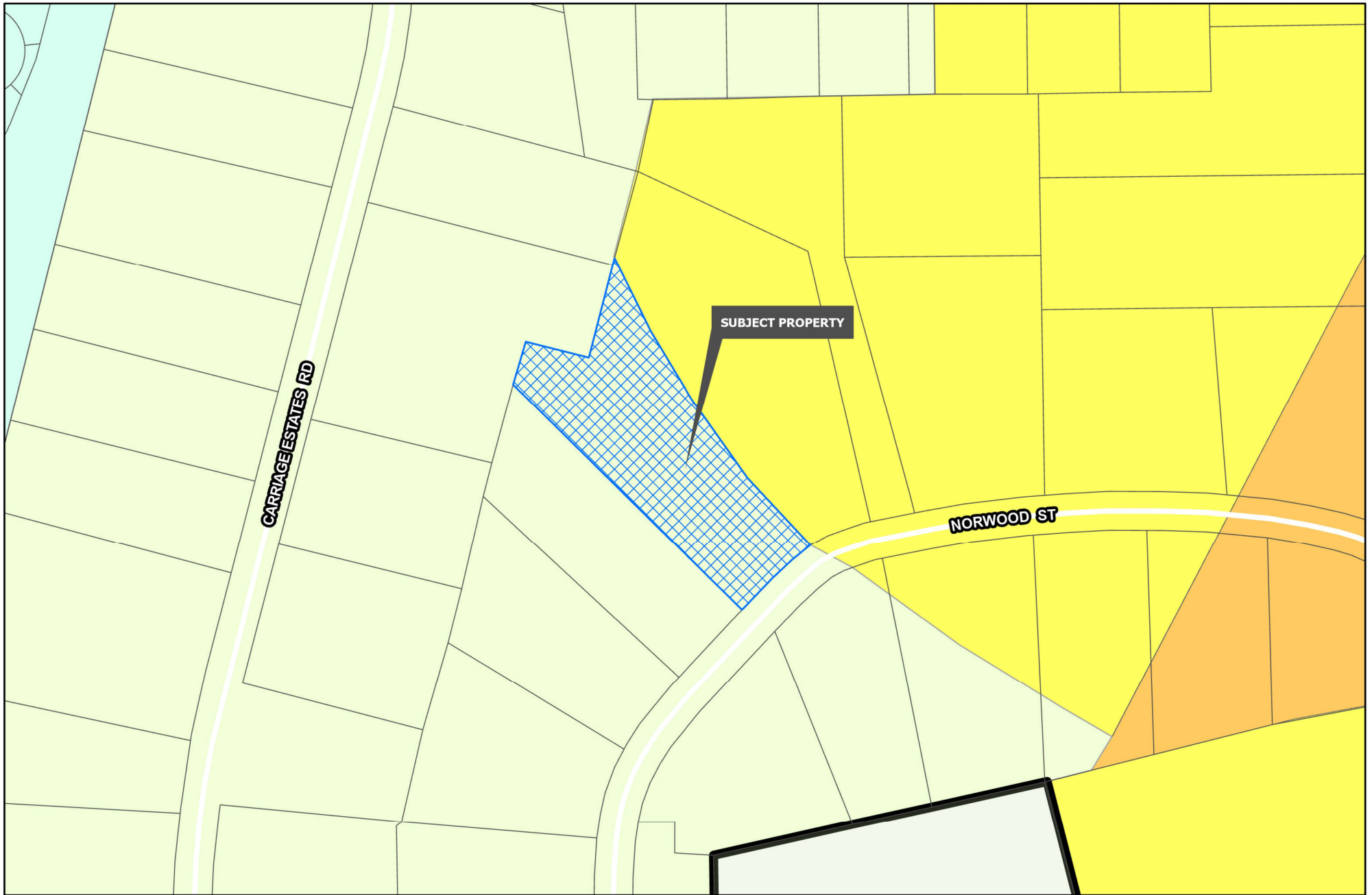


City of Sherman, Texas
Development Services Department

CITY OF SHERMAN
LOCATION MAP
2114 NORWOOD ST



Date: 1/27/2025 5:52 PM

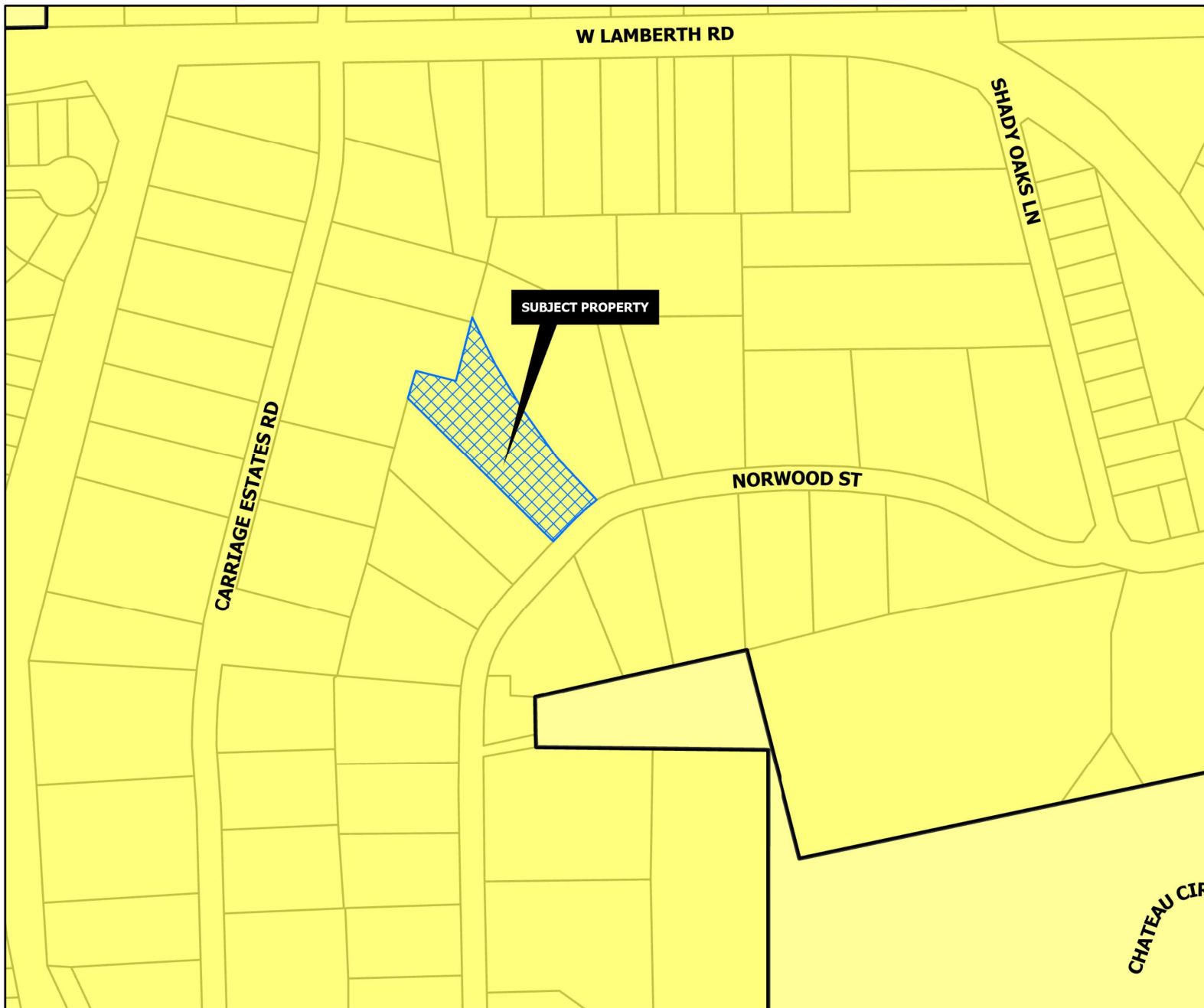


Development Services
Department

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

CITY OF SHERMAN
ZONING MAP
2114 NORWOOD ST





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.



Development Services
Department

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

CITY OF SHERMAN
FUTURE LAND USE MAP
2114 NORWOOD ST





Sherman
CLARK COUNTY BOARD OF COMMISSIONERS

**NOTICE OF
PROPOSED ZONING
CHANGE**

PROJECT #: 25-000095

Planning & Zoning Map: 815-892-7229	FOR MORE INFORMATION CONTACT: DEVELOPMENT SERVICES 903-892-7229
--	--

PROJECT NARRATIVE

Request for Zoning Change for 2114 Norwood St., Sherman, TX

Legal Description: CARRIAGE HOUSE ESTATES, LOT PT OF LOTS 35 36 & 38 & ADJ RD, ACRES 1.56

Deed Number: Volume 2393, Page 231

Current Zoning Class: R-A

Proposed Zoning Class: R-6

Lot Acreage: 1.56

Current Lots: Part of 35, 36 & 38, Carriage House Estates

Summary: We currently own a lot that is comprised of part of Lots 35, 36 & 38 and Adjacent Road. We want to add a building to our property and were informed that we would need to replat to combine all partial lots that we own into one contiguous lot. Upon research into replatting we realized that we were zoned R-A which requires 2 acres and a side setback of 20 feet. The tract is only 1.556 acres and the intended placement of the shop will be roughly 12 feet from the North property line at the end of the existing concrete drive.

We intend to submit the Preliminary Replat on the next submittal deadline of 1/15/25. Once we know we have received approval for the zoning change, we can then move onto submitting the Final Replat for approval and filing.

In summary, we request the zoning be changed to R-6 District so that we can meet the area and the side setback requirement so that our Replat can be approved. The houses across the street are also zoned R-6.

Thanks,

Timothy Roth



City Council Regular Meeting

Agenda Item No. E.6.

Meeting Date: 3/17/2025

Prepared By: Rob Rae, Developmental Services Director

Approved By: Zachary Flores, Assistant City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6821

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land consisting of 4.417 acres being a Replat of Lots 4R-1 and 4R-2, Replat of Lot 4, Oaks of Norwood, City Of Sherman, Grayson County, Texas, Located at 2300 and 2320 Shady Oaks Lane, Heretofore MF-30 (Multi-Family Residential) District and R-6 (Single Family Residential) District; Rezoning And Placing The Tract In The R-6 (Single Family Residential) District Zoning Classification, Bruce & Karla Graham (Owner) and Underwood Drafting & Surveying (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 4.417 acres of land located at 2300 and 2320 Shady Oaks Lane from an MF-30 (Multi-Family Residential) District and R-6 (Single Family Residential) District to R-6 (Single Family Residential) District.

Background:

The properties are located at 2300 and 2320 Shady Oaks Lane near the corner of West Lamberth Road and Norwood Street. The owner is requesting a Zone Change from an MF-30 (Multi-Family Residential) District and R-6 (Single Family Residential) District to R-6 (Single Family Residential) District.

Origination:

Bruce and Karla Graham (Owner) and Underwood Drafting & Surveying (Surveyor).

Financial Consideration:

None

Staff Recommendation:

At the February 18, 2025 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 has no objection to the approval of this zone change request.**

Alternatives:

The City Council could deny the request.

Attachments:

1. Ordinance No. 6821
2. Exhibit A - Survey
3. Location Map
4. Zoning Map
5. Future Landuse Map
6. Property Notification Sign

ORDINANCE NO. 6821

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 4.417 ACRES BEING A REPLAT OF LOTS 4R-1 AND 4R-2, REPLAT OF LOT 4, OAKS OF NORWOOD, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED AT 2300 AND 2320 SHADY OAKS LANE, HERETOFORE MF-30 (MULTI-FAMILY RESIDENTIAL) DISTRICT AND R-6 (SINGLE FAMILY RESIDENTIAL) DISTRICT; REZONING AND PLACING THE TRACT IN THE R-6 (SINGLE FAMILY RESIDENTIAL) DISTRICT ZONING CLASSIFICATION, BRUCE & KARLA GRAHAM (OWNER) AND UNDERWOOD DRAFTING & SURVEYING (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 2300 and 2320 Shady Oaks Lane and all streets, roads and alleyways contiguous and/or adjacent thereto, shall be rezoned and placed in the R-6 (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 17th day of March 2025.

ADOPTED on this the 17th day of March 2025.

EFFECTIVE DATE on this the 17th day of March 2025.

CITY OF SHERMAN, TEXAS

BY: _____
SHAWN TEAMANN, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

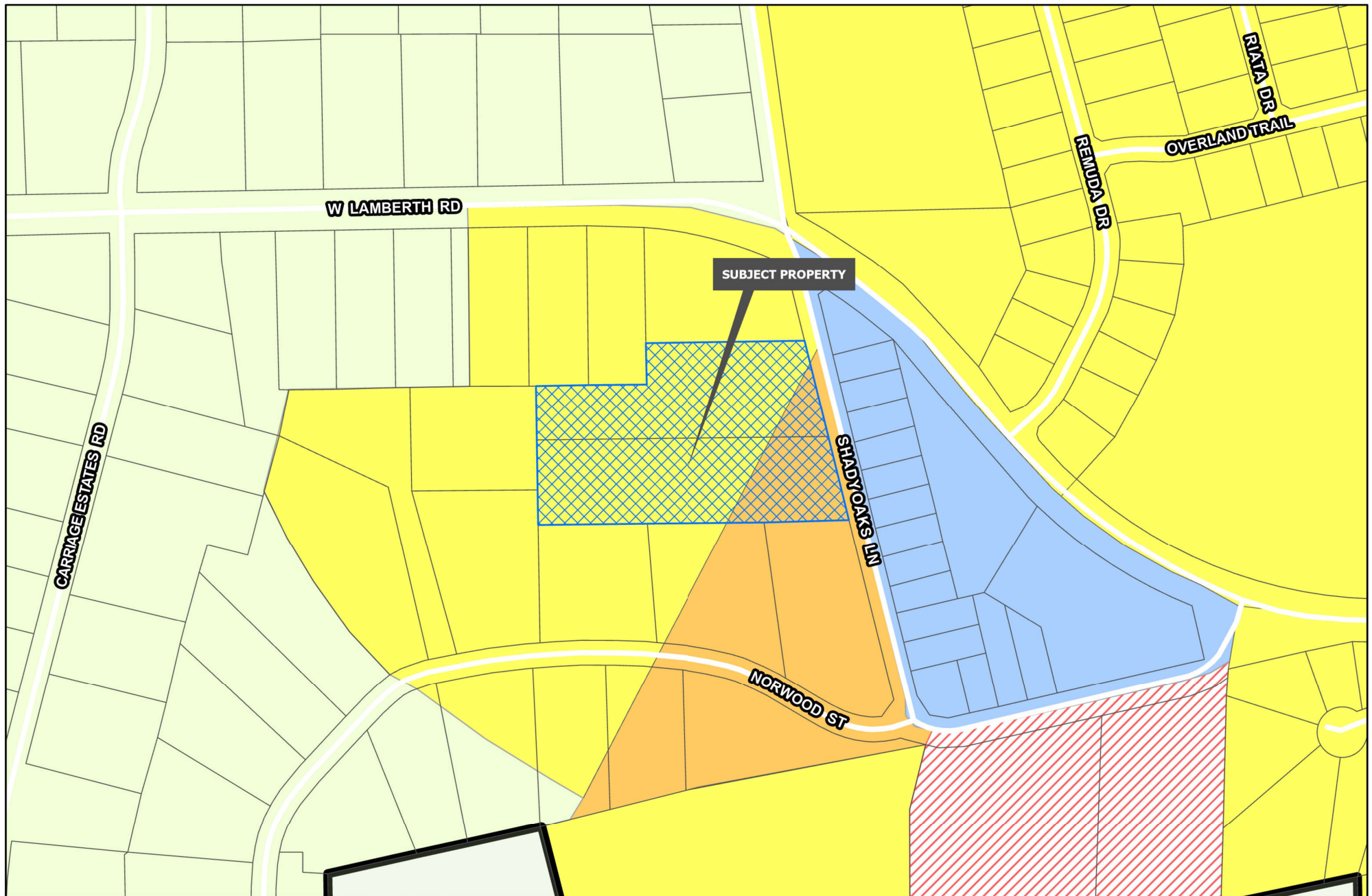
APPROVED AS TO FORM:
THE LAW FIRM OF ABERNATHY,
ROEDER, BOYD & HULLETT, P.C.

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY



11-02-17

SHEET 1 OF 2



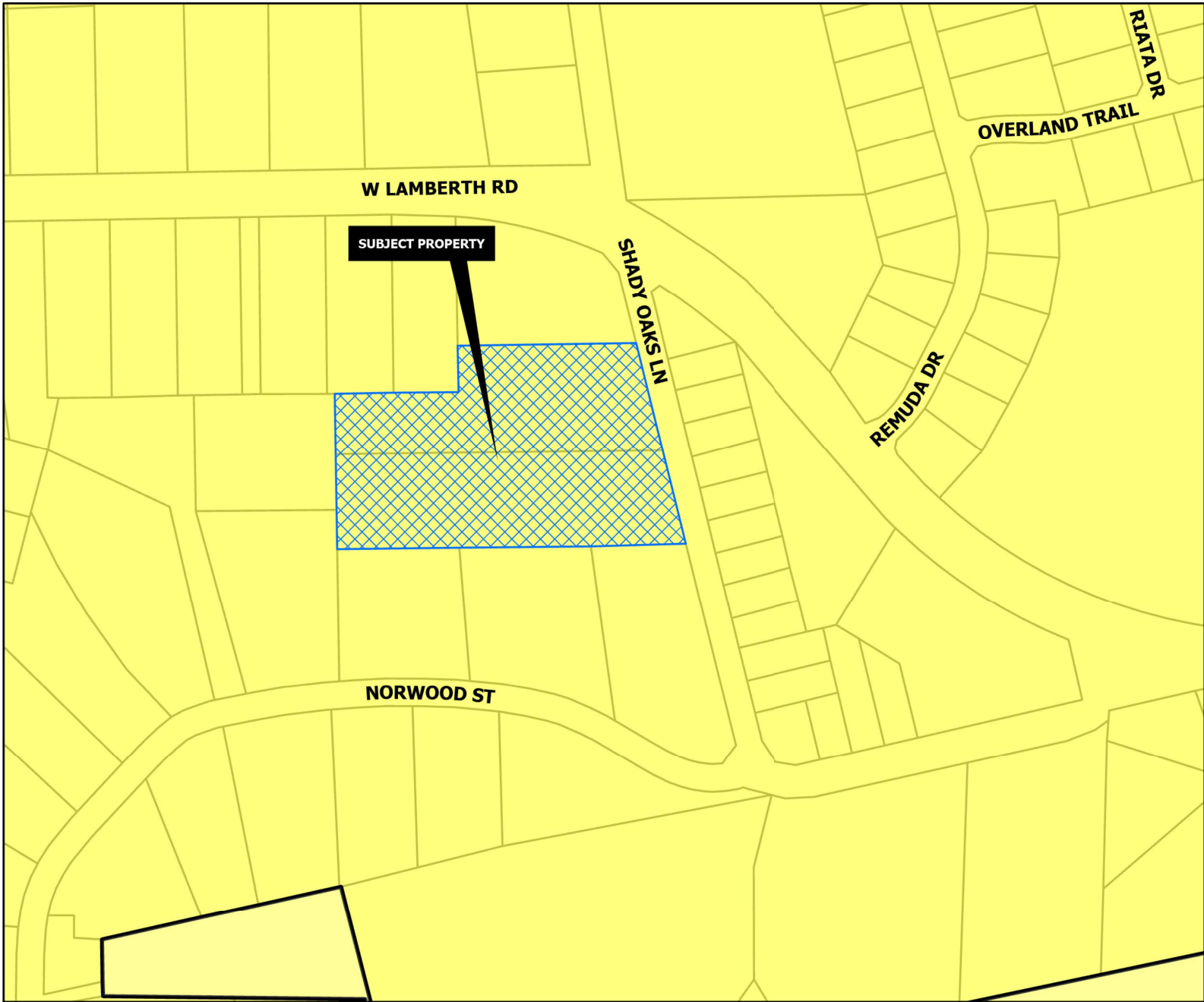
Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services
Department

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

CITY OF SHERMAN
ZONING MAP
2300 & 2320 SHADY OAKS LN





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.



Development Services
Department

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

CITY OF SHERMAN
FUTURE LAND USE MAP
2300 & 2320 SHADY OAKS LN





2/4/25 9:29AM



City Council Regular Meeting

Agenda Item No. E.7.

Meeting Date: 3/17/2025

Prepared By: Rob Rae, Developmental Services Director

Approved By: Zachary Flores, Assistant City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6822

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land consisting of 1.36 acres being in the Lot 6 of Oaks of Norwood, City Of Sherman, Grayson County, Texas, Located at 2213 Norwood Street, Heretofore MF-30 (Multi-Family Residential) District and R-6 (Single Family Residential) District; Rezoning And Placing The Tract In The R-6 (Single Family Residential) District Zoning Classification, Terri L. Gartman & Paul A. Gartman (Owner) and Underwood Drafting & Surveying (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 1.36 acres of land located at 2213 Norwood Street from an MF-30 (Multi-Family Residential) District and R-6 (Single Family Residential) District to R-6 (Single Family Residential) District.

Background:

The property is located at 2213 Norwood Street between Shady Oaks Lane and Lavender Drive. The owner is requesting a Zone Change from an MF-30 (Multi-Family Residential) District and R-6 (Single Family Residential) District to R-6 (Single Family Residential) District.

Origination:

Paul and Terri Gartman (Owners) and Underwood Drafting & Surveying (Surveyor).

Financial Consideration:

None

Staff Recommendation:

At the February 18, 2025 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 has no objection to the approval of this zone change request.**

Alternatives:

The City Council could deny the request.

Attachments:

1. Ordinance No. 6822
2. Exhibit A - Survey
3. Location Map
4. Zoning Map
5. Future Land Use Map
6. Property Notification Sign

ORDINANCE NO. 6822

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 1.36 ACRES BEING IN THE LOT 6 OF OAKS OF NORWOOD, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED AT 2213 NORWOOD STREET, HERETOFORE MF-30 (MULTI-FAMILY RESIDENTIAL) DISTRICT AND R-6 (SINGLE FAMILY RESIDENTIAL) DISTRICT; REZONING AND PLACING THE TRACT IN THE R-6 (SINGLE FAMILY RESIDENTIAL) DISTRICT ZONING CLASSIFICATION, TERRI L. GARTMAN & PAUL A. GARTMAN (OWNER) AND UNDERWOOD DRAFTING & SURVEYING (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 2213 Norwood Street and all streets, roads and alleyways contiguous and/or adjacent thereto, shall be rezoned and placed in the R-6 (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 17th day of March 2025.

ADOPTED on this the 17th day of March 2025.

EFFECTIVE DATE on this the 17th day of March 2025.

CITY OF SHERMAN, TEXAS

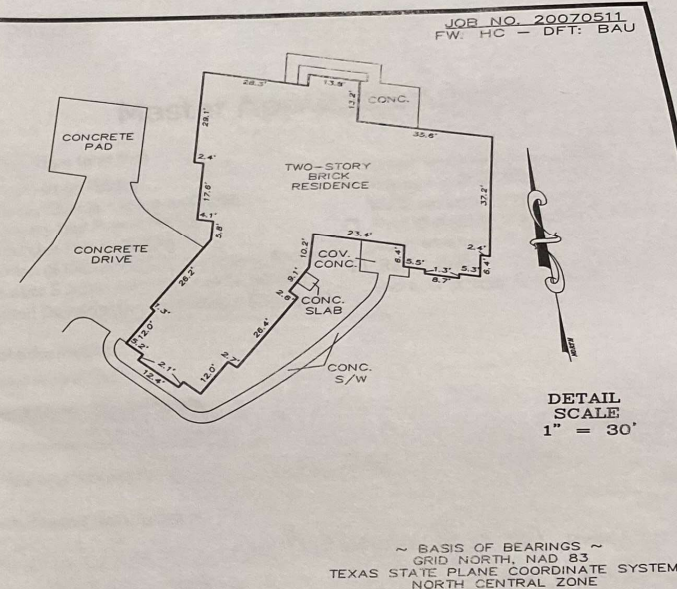
BY: _____
SHAWN TEAMANN, MAYOR

ATTEST:

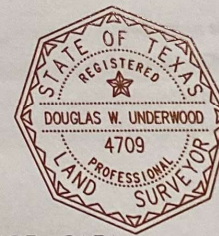
BY: _____
LINDA ASHBY, CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY



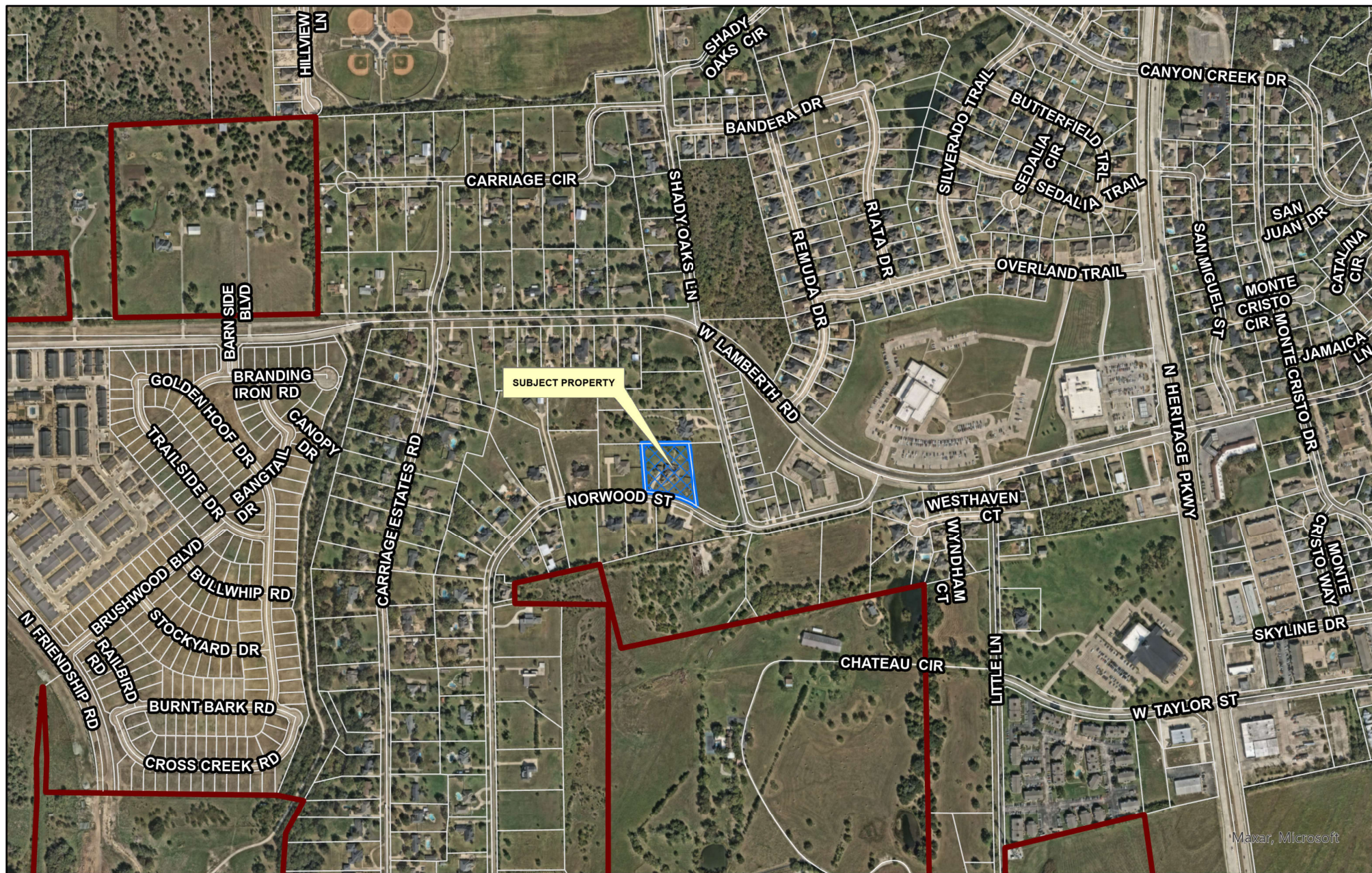
The building on said lot is known as 2213 Norwood Street, Sherman, Texas, and is wholly located on said lot; there are no encroachments or protrusions from buildings on adjoining lots or tracts of land except as shown.



Alw. Old

UNDERWOOD

diagram H:\PLANNING\Public Notification KT.aprx



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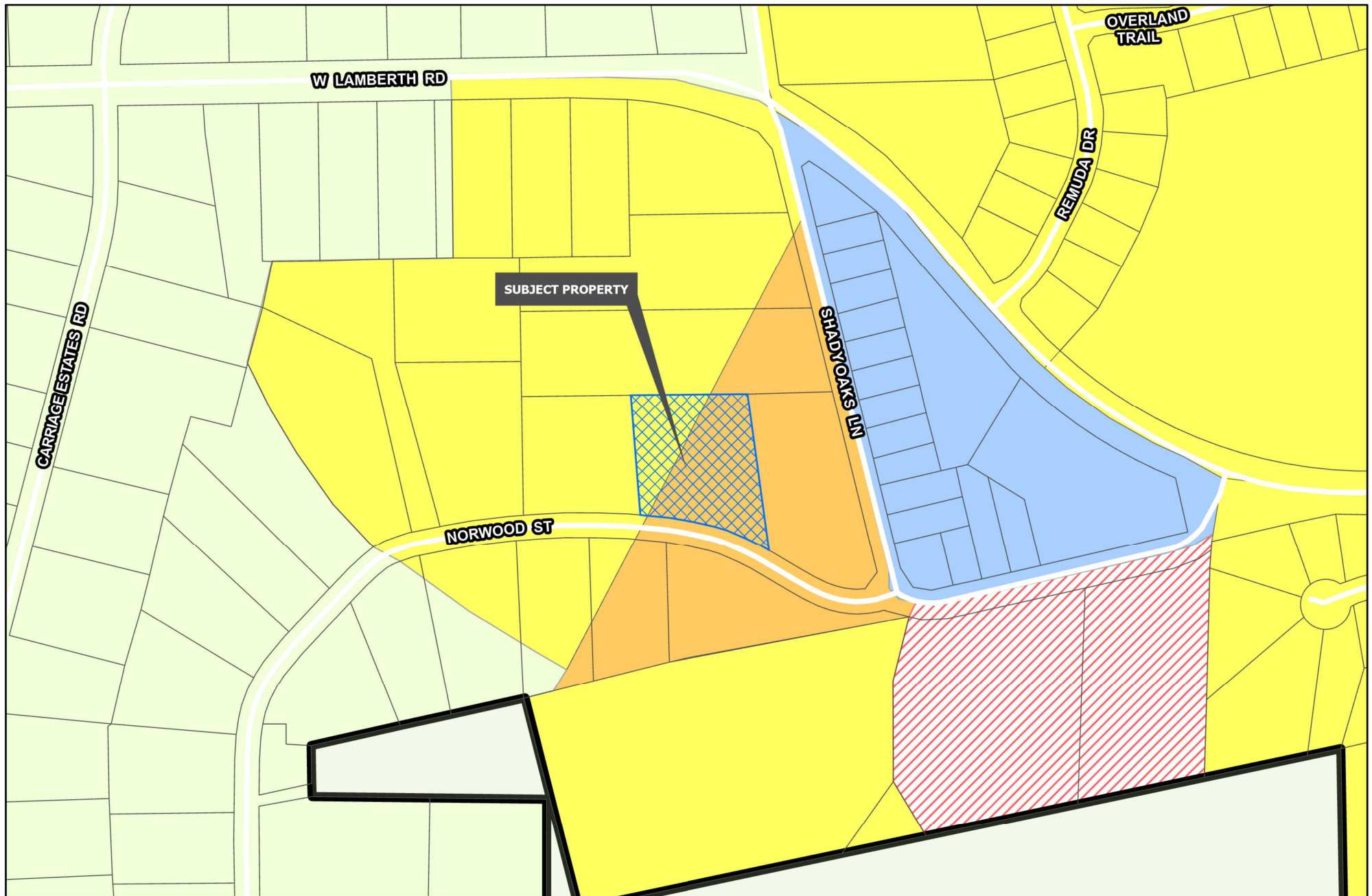


City of Sherman, Texas
Development Services Department

CITY OF SHERMAN
LOCATION MAP
2213 NORWOOD ST



Date: 1/27/2025 5:52 PM

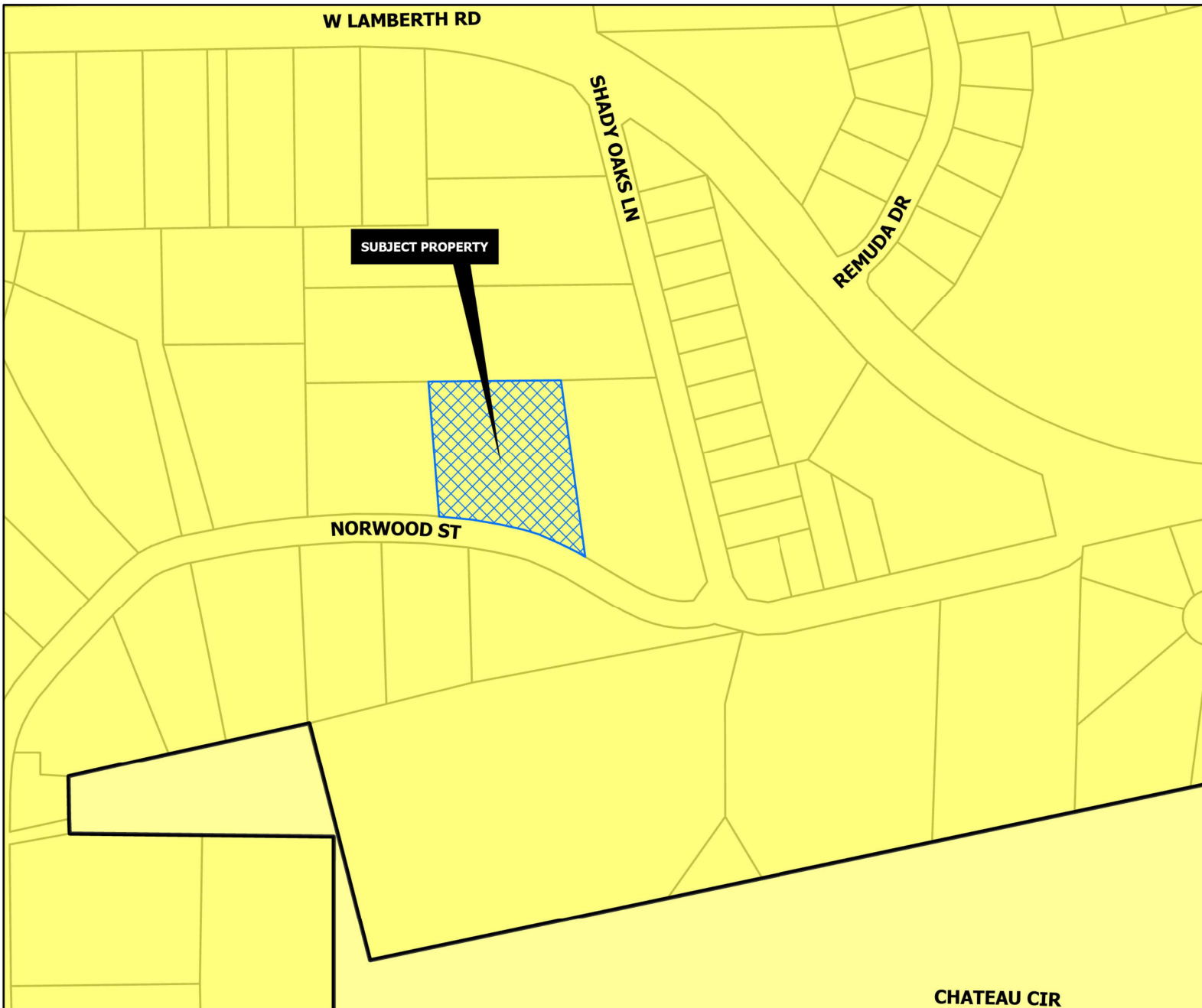


Development Services
Department

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

CITY OF SHERMAN
ZONING MAP
2213 NORWOOD ST





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.



Development Services
Department

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

CITY OF SHERMAN
FUTURE LAND USE MAP
2213 NORWOOD ST





Sherman
CLASSIC TOWN, BROAD HORIZON.

**NOTICE OF
PROPOSED ZONING
CHANGE**

PROJECT #: 25-000171

Planning & Zoning Map:	FOR MORE INFORMATION CONTACT:
	DEVELOPMENT SERVICES 903-892-7229



City Council Regular Meeting

Agenda Item No. E.8.

Meeting Date: 3/17/2025

Prepared By: Amber Doan, Engineering Coordinator

Approved By: Zachary Flores, Assistant City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6823

Closing and Abandoning a Portion of Prescriptive Right of Way of Moore Street in the City of Sherman, Grayson County, Texas, Said Right of Way being Established by Prescriptive Use; Authorizing the City Manager to Execute a Release of Claims (Right-of-Way Abandonment)

Issue:

To consider approving the closure and abandonment of a portion of prescriptive right of way, original right of way being established by prescriptive use, and authorizing execution of a Release of Claims (Right-of-Way Abandonment)

Background:

The section of Moore Street, located between the intersection of West Travis Street and Interurban Parkway, moving Southwesterly to the Northern intersection of FM 1417 and Farmington Road, has been deconstructed by the City of Sherman after the construction of Interurban Parkway. The owner of the properties on either side of the prescriptive Moore Street has requested abandonment of the prescriptive right-of-way pursuant to the Moore Street Agreement that was approved by Sherman City Council on July 1, 2019, in Resolution No. 6493 and as amended by Resolution No. 6550. As the pavement of Moore Street has been removed, staff has no objections to this request to abandon.

Origination:

Engineering Department

Financial Consideration:

None

Staff Recommendation:

Staff recommends that the City Council approve the Ordinance closing and abandoning the portion of right of way and authorizing execution of a Release of Claims (Right-of-Way Abandonment).

Alternatives:

As may be directed by City Council.

Attachments:

1. Ordinance No. 6823
2. Release of Claims - ROW Abandonment_2435188(1)
3. Location Map

ORDINANCE NO. 6823

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, CLOSING AND ABANDONING A PORTION OF PRESCRIPTIVE RIGHT OF WAY IN THE CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, SAID RIGHT OF WAY BEING ESTABLISHED BY PRESCRIPTIVE USE; AUTHORIZING THE CITY MANAGER TO EXECUTE A RELEASE OF CLAIMS (RIGHT-OF-WAY ABANDONMENT); FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the portion of right of way of in the City of Sherman, Grayson County, Texas, being located between the intersection of West Travis Street and Interurban Parkway, moving Southwesterly to the Northern intersection of FM 1417 and Farmington Road, more particularly shown in the Exhibit "A" attached hereto and made a part hereof for all purposes, said right of way being established by prescriptive use, shall be closed and abandoned.

SECTION 2. That it is the intent of the City Council that the right and interest in such right of way herein closed and vacated. The City Manager is hereby authorized to execute a Release of Claims (Right-of-Way Abandonment).

SECTION 3. That it is found and determined that the meeting at which this ordinance was introduced and passed was open to the public and that public notice of the time, place, and purpose of said meeting was given, all as required by law.

INTRODUCED on this the 17th day of March 2025.

ADOPTED on this the 17th day of March 2025.

EFFECTIVE DATE on this the 17th day of March 2025.

CITY OF SHERMAN, TEXAS

BY:

SHAWN TEAMANN, MAYOR

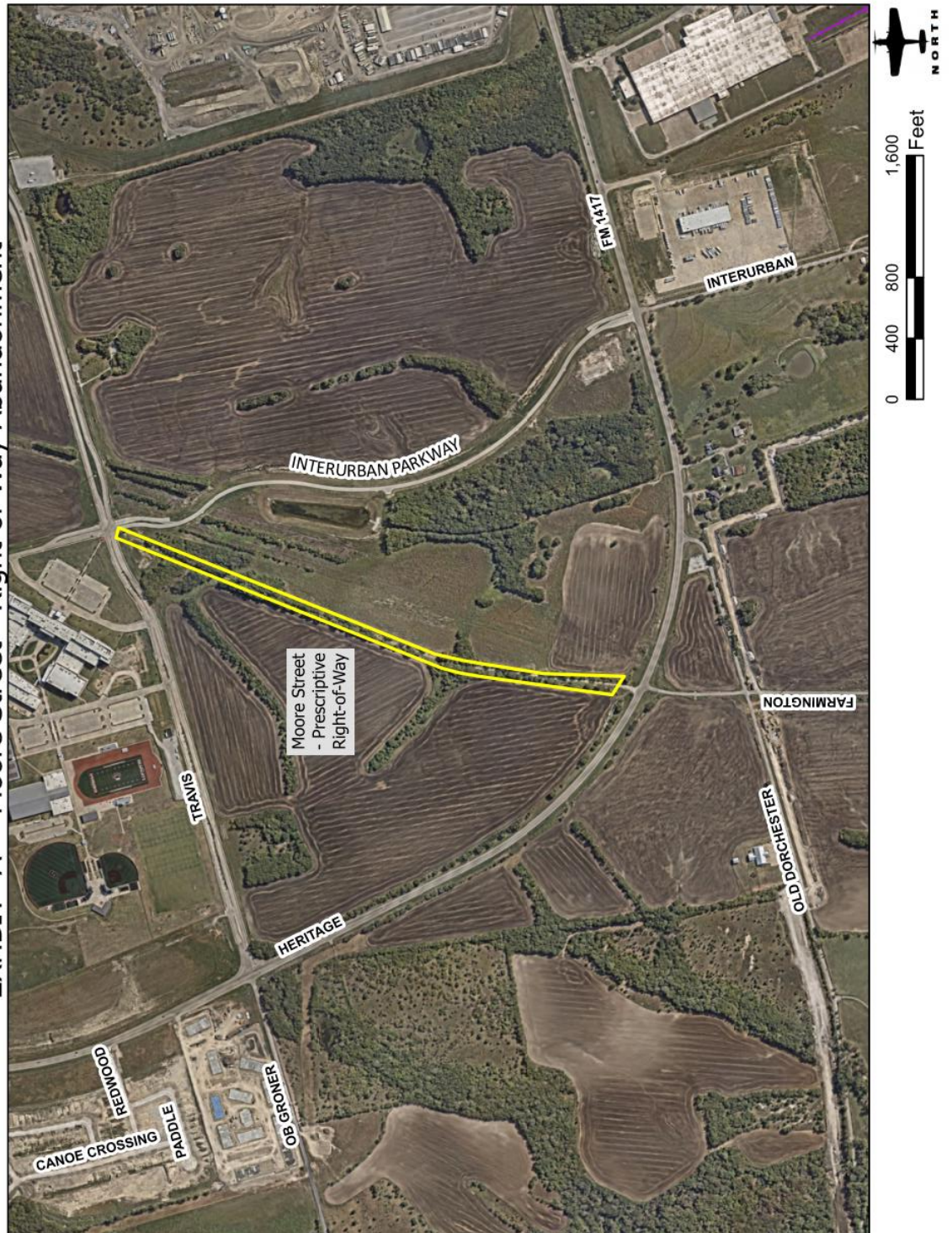
ATTEST:

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" - Moore Street - Right-of-Way Abandonment



**RELEASE OF CLAIMS
(Right-of-Way Abandonment)**

The Munson Realty Company (the “Land Owner”) hereby requests that the City of Sherman, Texas (“City”) abandon prescriptive right-of-way of Moore Street, located between the intersection of West Travis Street and Interurban Parkway, moving Southwesterly to the Northern intersection of FM 1417 and Farmington Road, which is more particularly depicted in Exhibit A, attached hereto and incorporated herein by reference for all purposes (“Existing Right-of-Way”). In consideration of the abandonment of the Existing Right-of-Way, the receipt and sufficiency of which is hereby acknowledged, the Land Owner hereby releases any and all claims, causes of action, demands, suits and actions it may have against the City and its City Council members, officers, agents, employees and representatives arising out of or relating in any way to the Existing Right-of-Way and/or the abandonment of the Existing Right-of-Way (collectively, “Released Claims”).

The Land Owner is fully authorized and empowered to enter into this Release on the terms and conditions stated herein, and the undersigned is fully authorized and legally competent to execute this Release on behalf of the Land Owner as the legal, valid and binding act and deed of the Land Owner. The Land Owner represents and warrants that the Released Claims are currently owned solely by the Land Owner, free and clear of all liens, encumbrances, pledges, assignments, claims and security interests of any kind or nature. The Land Owner further represents and warrants that it has the right to compromise and settle the Released Claims and any other claims that could have been asserted by the Land Owner which relate in any way to the Existing Right-of-Way.

THE LAND OWNER AGREES TO HOLD HARMLESS THE CITY AND ITS CITY COUNCIL MEMBERS, OFFICERS, AGENTS, EMPLOYEES AND REPRESENTATIVES FROM AND AGAINST ANY AND ALL DAMAGES, INJURIES, CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, ACTIONS, JUDGMENTS, LIENS, ARISING FROM OR OUT OF THE REPRESENTATIONS AND WARRANTIES CONTAINED IN THE PRECEDING PARAGRAPH OF THIS RELEASE, AND/OR ARISING FROM OR OUT OF ANY CLAIMS IN REGARD TO THE CITY’S ABANDONMENT OF THE EXISTING RIGHT-OF-WAY BY (I) THE ADJOINING OR ABUTTING LANDOWNERS, OR (II) ANY PUBLIC UTILITY SERVICE PROVIDER WITH FACILITIES PRESENTLY IN THE GROUND IN THE EXISTING RIGHT-OF-WAY WHICH IS BEING ABANDONED.

This Release shall be binding upon and inure to the benefit of the parties’ respective legal heirs, successors and assigns.

In the event that a term, condition or provision of this Release 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 Release shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been contained in this Release.

Any claim or cause of action arising out of this Release shall be subject to the laws of the State of Texas, and exclusive venue shall lie in Grayson County, Texas.

In witness whereof, this Release is executed as of the ____ day of _____, 2025.

The Munson Realty Company,
a Texas Corporation

By: _____

Name: Merry Munson Wyatt

Title: President

ACKNOWLEDGMENT

STATE OF TEXAS §

§

COUNTY OF _____ §

Before me, the undersigned authority, on this day personally appeared Merry Munson Wyatt, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she is the President and duly authorized representative of The Munson Realty Company, and that he executed said instrument for the purposes and consideration therein expressed as a binding act and deed of the corporation.

Given under my hand and seal of office on this the ____ day of _____, 20____.

Notary Public, State of Texas
My Commission Expires: _____

Exhibit A
Legal Description and Depiction of Existing Right-of-Way

EXHIBIT "A" - Moore Street - Right-of-Way Abandonment

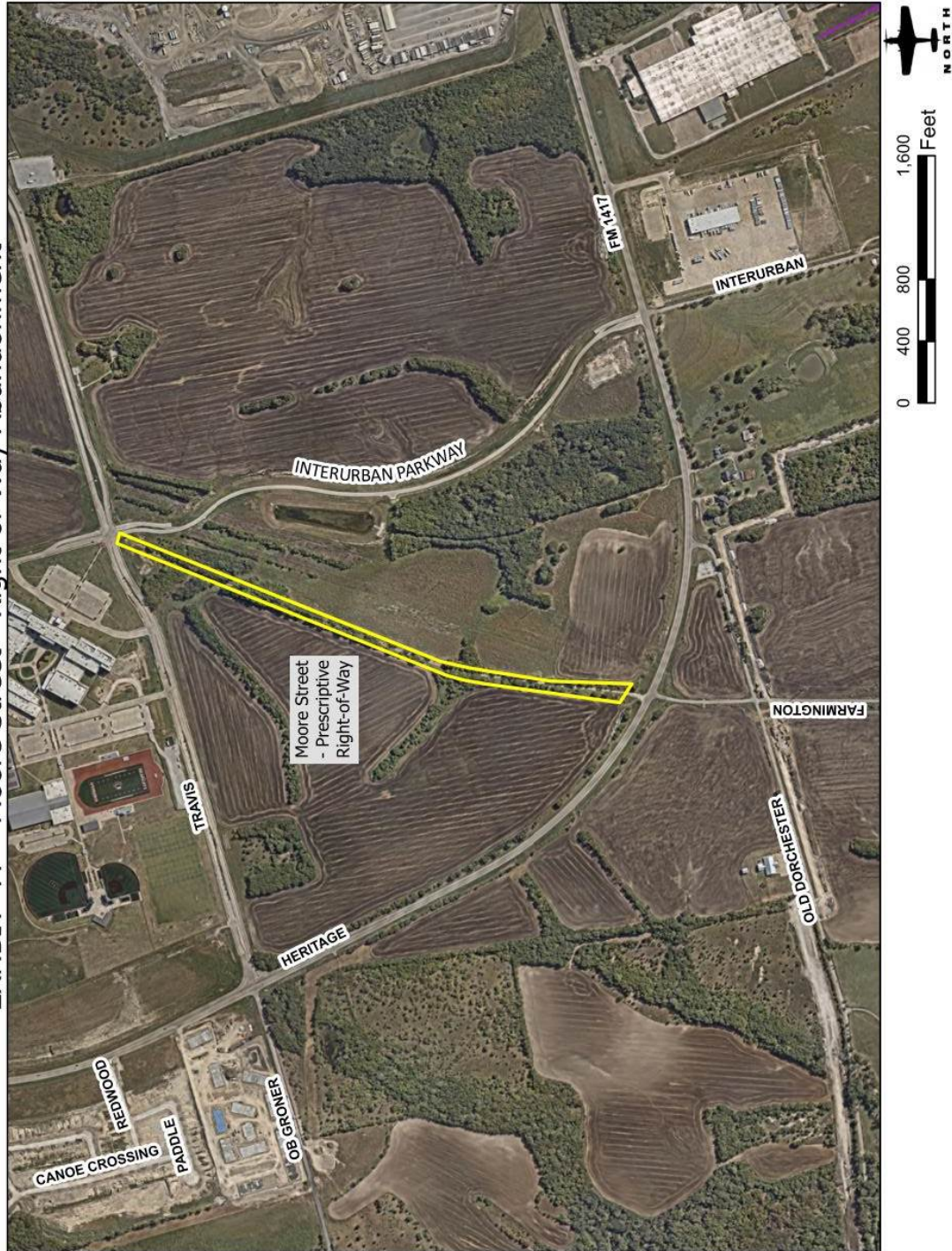


EXHIBIT "A" - Moore Street - Right-of-Way Abandonment



0 400 800 1,600 Feet





City Council Regular Meeting

Agenda Item No. E.9.

Meeting Date: 3/17/2025

Prepared By: Caleb Green, Development Services Inspector

Approved By: Zachary Flores, Assistant City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6824

Amending The Code Of Ordinances Of The City Of Sherman, Texas, Chapter 3 (Building Regulations), Article 3.03 (Amendments To Codes) And Article 3.11 (Residential Rental Property License And Standards); Enlarging The Applicability Of The International Property Maintenance Code To Include All Types Of Dwelling Units And Uses That Are Rented Or Offered For Rent As Residences; Modifying Certain Existing Regulations Relating To The Residential Rental Property License And Standards Program; Providing A Penalty Clause With A Maximum Fine Of \$2,000, Savings/Repealing Clause, Severability Clause And An Effective Date

Issue:

Amending The Code Of Ordinances Of The City Of Sherman, Texas, Chapter 3 (Building Regulations), Article 3.03 (Amendments To Codes) And Article 3.11 (Residential Rental Property License And Standards); Enlarging The Applicability Of The International Property Maintenance Code To Include All Types Of Dwelling Units And Uses That Are Rented Or Offered For Rent As Residences; Modifying Certain Existing Regulations Relating To The Residential Rental Property License And Standards Program

Background:

On February 3, 2025, the Development Services Inspector (Caleb Green) presented to the City Council an update on the progress of the City of Sherman's Rental Program since its start in February 2024. During this presentation, council and staff discussed updating the building regulations ordinance to allow for single-family rental units to be included in the rental program inspections based on a complaint basis only.

This amendment expands the definition of "Residential" in the Property Maintenance Code to the following:
"A dwelling unit or use within any building or group of buildings that *is rented or offered for rent as a residence, including but not limited to a single-family dwelling unit, multifamily dwelling unit, duplex unit, triplex, quadruplex, town house, build-to-rent, condominium, apartment, or a portion thereof, that is rented or offered for rent as a residence.*"

This amendment allows staff to enforce property maintenance code violations for all residential units if they are being operated for rent.

Origination:

Building Inspections

Financial Consideration:

None

Staff Recommendation:

Staff recommends that City Council approve this Ordinance amendment.

Alternatives:

As may be directed by the City Council

Attachments:

1. Ordinance No. 6824
2. February 3, 2025 Council Update Presentation

ORDINANCE NO. 6824

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING THE CODE OF ORDINANCES OF THE CITY OF SHERMAN, TEXAS, CHAPTER 3 (BUILDING REGULATIONS), ARTICLE 3.03 (AMENDMENTS TO CODES) AND ARTICLE 3.11 (RESIDENTIAL RENTAL PROPERTY LICENSE AND STANDARDS); ENLARGING THE APPLICABILITY OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE TO INCLUDE ALL TYPES OF DWELLING UNITS AND USES THAT ARE RENTED OR OFFERED FOR RENT AS RESIDENCES; MODIFYING CERTAIN EXISTING REGULATIONS RELATING TO THE RESIDENTIAL RENTAL PROPERTY LICENSE AND STANDARDS PROGRAM; PROVIDING A PENALTY CLAUSE WITH A MAXIMUM FINE OF \$2,000, SAVINGS/REPEALING CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF; 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 Council of the City of Sherman, Texas (“City Council”) finds that it is necessary to amend Chapter 3 (Building Regulations), Article 3.03 (Amendments to Codes) and Article 3.11 (Residential Rental Property License and Standards) of the Code of Ordinances, City of Sherman, Texas (“Code of Ordinances”) to modify certain regulations relating to the applicability of the International Property Maintenance Code and the Residential Rental Property License and Standards Program in the City of Sherman, Texas (“City” or “Sherman”); and

WHEREAS, the City Council finds that it is necessary to protect the health, safety and general welfare of the citizens of Sherman by establishing minimum standards for the construction, use, occupancy, management, operation and maintenance of residential rental properties; and

WHEREAS, the City Council is committed to ensuring that all residential rental properties in Sherman are safe, livable and routinely maintained in accordance with public health, safety and property maintenance standards as adopted in the Code of Ordinances; and

WHEREAS, multi-family residential rental property registration and inspection programs provide cities with an effective mechanism for the identification, tracking and enforcement of poorly maintained properties and owners/landlords; and

WHEREAS, the City Council desires to enlarge the applicability of the International Property Maintenance Code to include all types of dwelling units and uses that are rented or offered for rent as residences and to modify the definition of “multi-family dwelling complex” under Sherman’s existing Residential Rental Property License and Standards Program; and

WHEREAS, Sherman has complied with all legal notices and public hearings as required by law; and

WHEREAS, the City Council finds that adopting this Ordinance promotes the health,

safety and general welfare of Sherman and is in the best interest of the citizens of Sherman.

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

SECTION 1: Findings Incorporated. The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

SECTION 2: Amendment to Chapter 3 (Building Regulations), Article 3.03 (Amendments to Codes). Chapter 3 (Building Regulations), Article 3.03 (Amendments to Codes) of the Code of Ordinances is hereby amended as follows¹:

“ARTICLE 3.03 AMENDMENTS TO CODES

...

Sec. 3.03.011 Property Maintenance Code Amendments.

- (a) The following additions, amendments and/or deletions to the International Property Maintenance Code, 2021 edition, are hereby adopted:

...

- (2) Section 101.2 (Scope) is amended to add the following statement: “Notwithstanding any statement to the contrary in this code, the only residential structures subject to the provisions and requirements of this code are those defined as “residential” under Section 202 (Definitions) of this code.”
- (3) Section 202 (Definitions) is amended to include the following definition: “RESIDENTIAL. A dwelling unit or use within any building or group of buildings that *is rented or offered for rent as a residence, including but not limited to a single-family dwelling unit, multi-family dwelling unit, duplex unit, triplex, quadruplex, town house, build-to-rent, condominium, apartment, or a portion thereof, that is rented or offered for rent as a residence* ~~provides five or more dwelling units owned by the same person on a single platted lot, or if the land on which the building or buildings is not platted, then any building or group of buildings that provides five or more dwelling units owned by the same person on a contiguous tract of land under a common ownership.~~ *Any room or group of rooms providing complete, independent living facilities for the occupants thereof and occupied, or which is intended or designed to be occupied, as the home or residence of one individual, group of individuals, family or household, including permanent provisions for living, sleeping, eating, cooking and sanitation, qualifies as a residential unit if the room or group of rooms is rented or offered for rent as a residence.* The term also includes any accessory structures and facilities incidental to the use thereof, including but not limited to yards, courts, parking areas, storage buildings, equipment buildings, mail rooms, laundry facilities, swimming pools, spas, ponds, cabanas, play rooms and play yards, recreational and picnic facilities, public assembly rooms, garages, carports, fences, walls, and all other similar building structures and facilities on the *residential* premises. *The term does not mean a dwelling unit or use within any building or group of buildings that is not rented or offered for*

¹ Deletions are evidenced by ~~strikethrough~~; additions are *italicized*.

rent as a residence.”

...”

SECTION 3: Amendment to Chapter 3 (Building Regulations), Article 3.11 (Residential Rental Property License and Standards). Chapter 3 (Building Regulations), Article 3.11 (Residential Rental Property License and Standards) of the Code of Ordinances is hereby amended as follows²:

“ARTICLE 3.11 RESIDENTIAL RENTAL PROPERTY LICENSE AND STANDARDS

...

Sec. 3.11.002 Definitions.

...

Multi-family dwelling complex. Any building or group of buildings that provides five or more dwelling units owned by the same person on a single platted lot, or if the land on which the building or buildings is not platted, then any building or group of buildings that provides five or more dwelling units owned by the same person on a contiguous tract of land under a common ownership, *or if the building or buildings are operated as one complex regardless of whether the land on which the building or buildings is platted on a single lot or not, then any building or group of buildings that provides five or more dwelling units owned by the same person.*

- (1) The term also includes any accessory structures and facilities incidental to the use thereof, including but not limited to yards, courts, parking areas, storage buildings, equipment buildings, mail rooms, laundry facilities, swimming pools, spas, ponds, cabanas, play rooms and play yards, recreational and picnic facilities, public assembly rooms, garages, carports, fences, walls, and all other similar building structures and facilities on the premises.
- (2) The term shall not include hotels, motels or congregate residences. The term shall also not include a premises that is inspected by a state or federal governmental entity for compliance with the provisions of any state or federal law or regulation regulating the fitness of said premises for human habitation if at least 50 percent of the dwelling units of the premises are subject to said state or federal law or regulation. For purposes of this definition, the term “state or federal governmental entity” shall mean the government of the United States; a department, division, agency or subdivision of the United States government; the State of Texas; or a political subdivision of the State of Texas. Also for purposes of this definition, the term “state or federal law or regulation” shall mean a law, rule, regulation or standard of (a) the government of the United States; (b) a department, division, agency or subdivision of the United States government; (c) the State of Texas; or (d) a political subdivision of the State of Texas other than the City. *Although premises or entities listed under subsection (2) of this definition are not subject to routine inspections and annual rental registration fees, the premises or entity may be subject to other enforcement provisions of this article or other law.*

² Deletions are evidenced by ~~strikethrough~~; additions are *italicized*.

...”

SECTION 4: Penalty. Any person, firm, corporation or entity violating any provision of this Ordinance, as it exists or may be amended, shall be deemed guilty of a misdemeanor, and on conviction thereof, shall be fined in an amount not exceeding FIVE HUNDRED DOLLARS (\$500.00), unless the violation relates to fire safety, zoning or public health and sanitation, in which case the fine amount shall not exceed 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 Sherman from filing suit to enjoin the violation. Sherman retains all legal rights and remedies available to it pursuant to local, state and federal law.

SECTION 5: Severability. Should 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 6: Repealing/Savings. The Code of Ordinances 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 7: Open Meeting. The meeting at which this Ordinance was introduced and passed was open to the public, and public notice of the time, place and purpose of said meeting was given all as required by law.

SECTION 8: Effective Date; Publication. All provisions of this Ordinance shall become effective from and after its adoption and publication as required by law. The City Clerk is directed to publish the caption of this Ordinance as required by law.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, on this 17th day of March 2025.

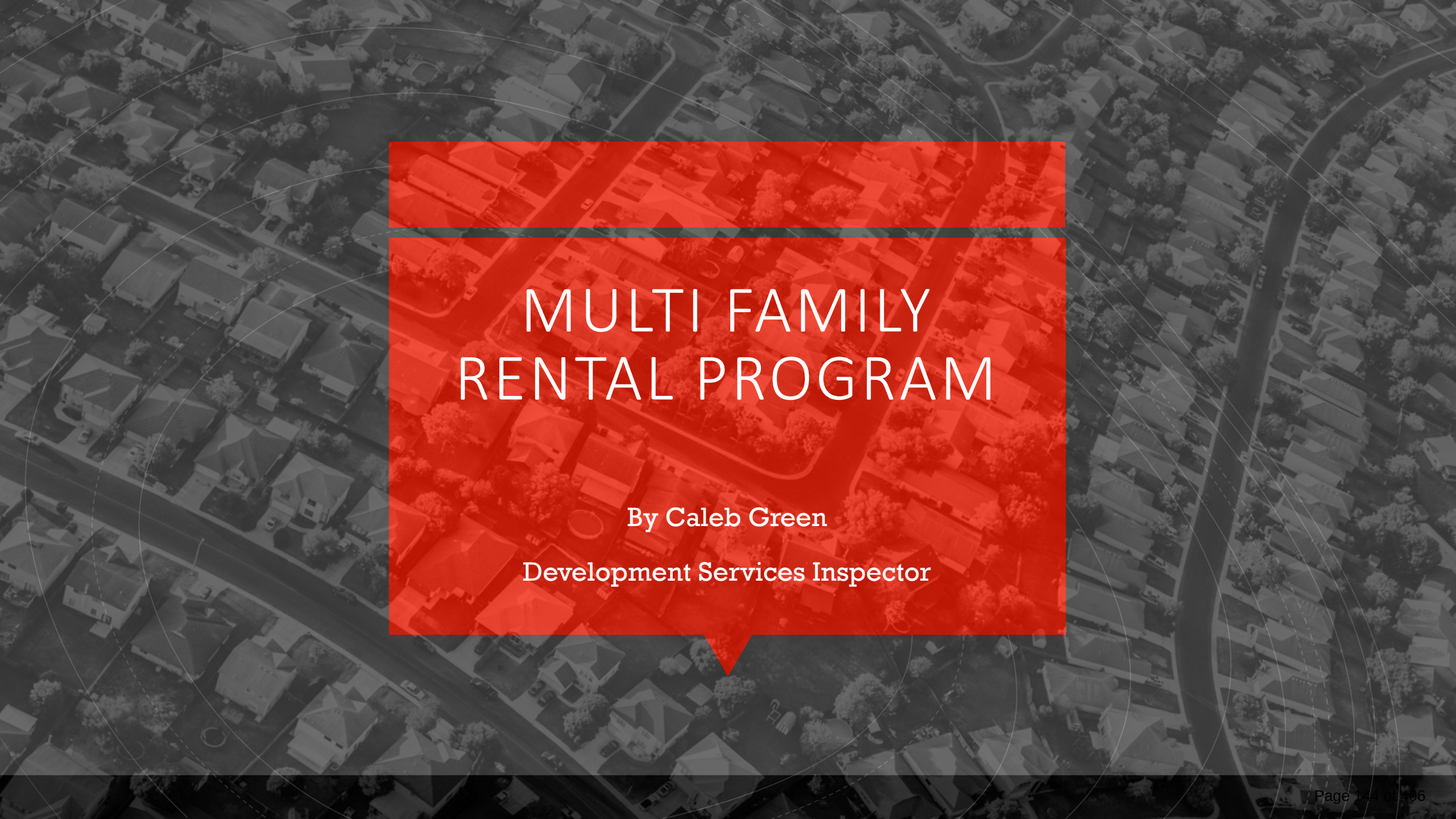
Shawn Teamann, Mayor

**ATTESTED AND CORRECTLY
RECORDED:**

Linda Ashby, City Clerk

APPROVED AS TO FORM:

Abernathy, Roeder, Boyd & Hullett, P.C.
Ryan D. Pittman, City Attorneys

An aerial photograph of a suburban neighborhood with numerous houses and trees. A large red semi-transparent rectangle is centered over the image, containing white text. The rectangle has a pointed bottom edge.

MULTI FAMILY RENTAL PROGRAM

By Caleb Green

Development Services Inspector

Program Overview

One

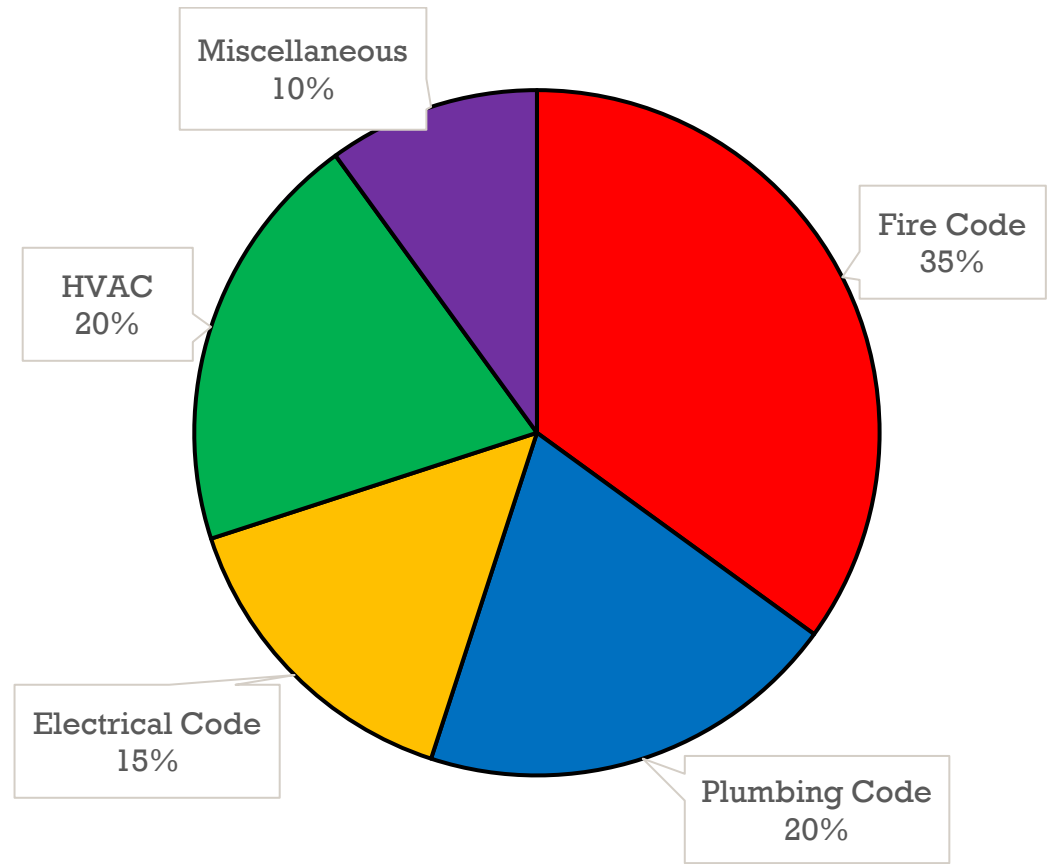
- Currently 53 properties are a part of the program and growing.

Two

- Since February 2024, 31 properties have been inspected/reinspected

Three

- Approximately 650 violations have been corrected in 2024



■ Fire Code ■ Plumbing Code ■ Electrical Code ■ HVAC ■ Miscellaneous

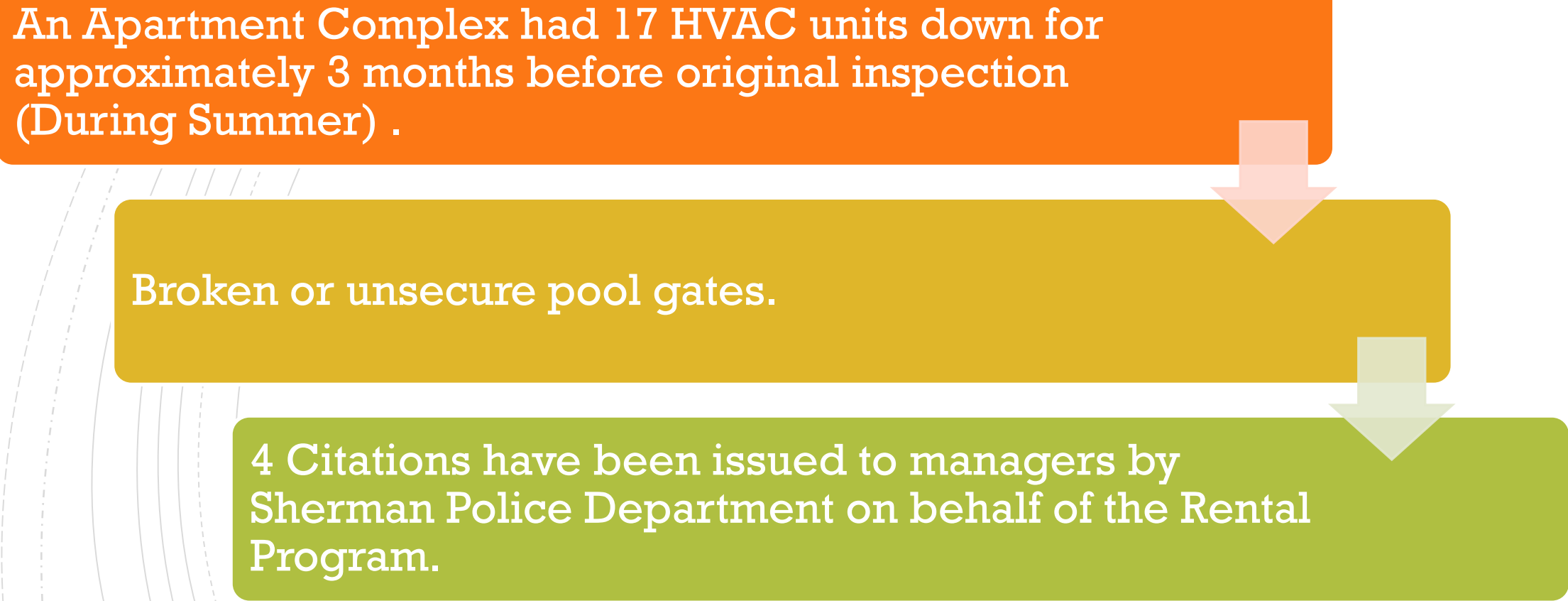
Violation Chart







An Apartment Complex had 17 HVAC units down for approximately 3 months before original inspection (During Summer) .



```
graph TD; A[An Apartment Complex had 17 HVAC units down for approximately 3 months before original inspection (During Summer) .] --> B[Broken or unsecure pool gates.]; B --> C[4 Citations have been issued to managers by Sherman Police Department on behalf of the Rental Program.];
```

Broken or unsecure pool gates.

4 Citations have been issued to managers by Sherman Police Department on behalf of the Rental Program.

Residential Rental Property License and Standards

At the City Council meeting on February 5, 2024, Council approved Article 3.11 of Ordinance 6691 regarding Residential Rental properties. Article 3.11 Residential Rental Property License and Standards is effective immediately. [Article 3.11](#)

The purpose of this article is to protect the health, safety, and welfare of the citizens of the City by establishing minimum standards governing the construction, use, occupancy, management, operation and maintenance of multi-family dwelling complexes; by establishing additional standards governing utilities, facilities, and other physical components and conditions essential to make multi-family dwelling complexes safe, sanitary and fit for human use, occupancy and habitation.

The Residential Rental Property License and Standard Ordinance only applies to multi-family complexes; single-family rental units are exempt from this ordinance at this time.

Landlords/Managers shall be registered/renewed every year no later than January 15, by visiting [MYGOV](#).

The required [Landlord/Tenant Checklist](#). ([Spanish Version](#))

[Residential Rental Property Readiness Guide](#)

To report violations with the City of Sherman, go to [Rental Property Violations](#).

Additional information:

- [Renter's Rights | Office of the Attorney General \(texasattorneygeneral.gov\)](#)
- [PROPERTY CODE CHAPTER 92. RESIDENTIAL TENANCIES \(texas.gov\)](#)

Rental Program Information Page

Please provide your contact information.

First Name

Last Name

Address

Apt #

Email Address

Phone Number

Description of Violation

☒ Receive an email copy of this form.

Email address

This field is not part of the form submission.

Submit

Submit and Print

Online
Rental
Complaint
Form



Recommendations:

- Properties platted into separate lots but operating as one would fall under the program
- Single Family Rentals to be inspected on complaint base only



City Council Regular Meeting

Agenda Item No. E.10.

Meeting Date: 3/17/2025

Prepared By: Larry Bollier, Building Official

Approved By: Zachary Flores, Assistant City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6825

Amending the Code of Ordinances of the City of Sherman, Texas, Chapter 3 (Building Regulations), Article 3.06 (Substandard Structures), Section 3.06.003 (Minimum Standards); Modifying Certain Existing Regulations Relating to Substandard Structures; Providing a Penalty Clause with a Maximum Fine of \$2,000, Savings/Repealing Clause, Severability Clause and Effective Date

Issue:

Amending the Code of Ordinances of the City of Sherman, Texas, Chapter 3 (Building Regulations), Article 3.06 (Substandard Structures), Section 3.06.003 (Minimum Standards); Modifying Certain Existing Regulations Relating to Substandard Structures

Background:

This ordinance amendment would help City staff enforce substandard structure regulations on certain properties, including structures or buildings that have not been completed or abandoned on a construction site. It will also protect the citizens of the City of Sherman from becoming victims of any building that creates a hazard to health, safety, comfort, or welfare and is a public nuisance.

Origination:

Building Inspections

Financial Consideration:

None

Staff Recommendation:

Staff recommends that City Council approve this Ordinance amendment.

Alternatives:

As may be directed by the City Council

Attachments:

1. Ordinance No. 6825

ORDINANCE NO. 6825

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING THE CODE OF ORDINANCES OF THE CITY OF SHERMAN, TEXAS, CHAPTER 3 (BUILDING REGULATIONS), ARTICLE 3.06 (SUBSTANDARD STRUCTURES), SECTION 3.06.003 (MINIMUM STANDARDS); MODIFYING CERTAIN EXISTING REGULATIONS RELATING TO SUBSTANDARD STRUCTURES; PROVIDING A PENALTY CLAUSE WITH A MAXIMUM FINE OF \$2,000, SAVINGS/REPEALING CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF; 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 Council of the City of Sherman, Texas (“City Council”) finds that it is necessary to amend Chapter 3 (Building Regulations), Article 3.06 (Substandard Structures), Section 3.06.003 (Minimum Standards) of the Code of Ordinances, City of Sherman, Texas (“Code of Ordinances”) to modify certain regulations relating to substandard structures in the City of Sherman, Texas (“City” or “Sherman”); and

WHEREAS, the City Council finds that it is necessary to protect the health, safety and general welfare of the citizens of Sherman by establishing minimum standards for the construction, use, occupancy, management, operation and maintenance of residential structures; and

WHEREAS, the City Council finds that a significant number of substandard, unsafe and unsanitary structures exist within Sherman; and

WHEREAS, the City Council finds that it would promote healthy and safe living environments, preserve and enhance the quality of life for residents, and be advantageous to the welfare of all citizens to amend the Code of Ordinances, as set forth below; and

WHEREAS, Sherman has complied with all legal notices and public hearings as required by law; and

WHEREAS, the City Council finds that adopting this Ordinance promotes the health, safety, welfare and morals of Sherman and is in the best interest of the citizens of Sherman.

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

SECTION 1: Findings Incorporated. The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

SECTION 2: Amendment to Chapter 3 (Building Regulations), Article 3.06 (Substandard Structures) of the Code of Ordinances. Section 3.06.003 (Minimum Standards)

of the Code of Ordinances is hereby amended as follows¹:

“ARTICLE 3.06 SUBSTANDARD STRUCTURES

...

Sec. 3.06.003 Minimum standards

A building is considered not to meet the minimum standards of the City, regardless of its date of construction, under any of the following conditions:

- (a) Any building that is dilapidated, substandard, or unfit for human habitation and a hazard to public health, safety and welfare; including, but not limited to:
 - (1) Any building with roof, ceiling, floors, walls, sills, windows, or foundation or any combination thereof rotted or decayed, and falling apart; or that is uninhabitable due to obsolescence and deterioration caused by neglect, vandalism, fire damage, or the elements;
 - (2) Any structure or building that is in a state of dilapidation, deterioration or decay, faulty construction, open, vacant or abandoned, damaged by fire to the extent as not to provide shelter in danger of collapse or failure and dangerous to anyone on or near the premises;
 - (3) Any building that is a fire hazard because it is in a dilapidated condition, as described in subsections (1) and (2) above or that is likely to become a fire hazard or be set on fire;
 - (4) Any building that is in an unsanitary condition and is likely to create disease because of the presence of insects, rodents or other pests;
 - (5) Any building that is damp and in an unsanitary condition and is likely to create disease and sickness because of being in the condition in subsections (1), (2), (3) or (4) above, or for other reasons;
 - (6) Any structure that because of any physical condition, use or occupancy of any premises or its appurtenances would be considered an attractive nuisance to children, including, but not limited to, buildings, abandoned wells, shafts, basements, excavations, swimming pools and unsafe fences or other structures;
~~or~~
 - (7) Any structure that because of the state of disrepair is such that it could reasonably cause injury, damage, or harm to a considerable portion of the community in the use and enjoyment of property, materially interfering with the proper use or comfort and enjoyment of surrounding property, taking into consideration the nature and use of the properties in the area and the character of the community in which they are situated, which condition would be substantially offensive and annoying to persons of ordinary sensibilities living in the community;
 - (8) Any structure or building that is constructed or maintained in violation of any provision of the City’s building code, electrical code, plumbing code, fire code, property maintenance code, or other applicable ordinance or law of the City, Grayson County, State of Texas or United States;

¹ Deletions are evidenced by ~~strike through~~; additions are *italicized*.

- (9) Any structure or building that has inadequate means of ingress or egress as required by the City's building code, zoning ordinance or other applicable ordinance or law;
 - (10) Any structure or building that remains on a site when construction or demolition work is abandoned; or
 - (11) Any structure or building that, because of obsolescence, abandonment, dilapidated condition, deterioration, or damage, is detrimental to the sale, loan, or taxable values of surrounding properties or that renders such surrounding properties uninsurable or that constitutes a blighting influence upon the neighborhood or that constitutes an eyesore so as to deprive owners or occupants of neighboring property of the beneficial use and enjoyment of their premises or that presents an appearance which is offensive to persons of ordinary sensibilities.
- (b) Any building that is not occupied by its owners, lessees or other invitees and is not secure from unauthorized entry so that it could be entered or used by vagrants, other uninvited persons or children regardless of its structural condition; or
 - (c) Any building that is boarded up, fenced or secured if:
 - (1) The building constitutes a danger to the public even though secured from entry; or
 - (2) The means used to secure the building are inadequate to prevent unauthorized entry or use of the building.”

SECTION 3: Penalty. Any person, firm, corporation or entity 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 FIVE HUNDRED DOLLARS (\$500.00), unless the violation relates to fire safety, zoning or public health and sanitation, in which case the fine amount shall not exceed 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 Sherman from filing suit to enjoin the violation. Sherman retains all legal rights and remedies available to it pursuant to local, state and federal law.

SECTION 4: Severability. Should 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 5: Repealing/Savings. The Code of Ordinances 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: Open Meeting. The meeting at which this Ordinance was introduced and passed was open to the public, and public notice of the time, place and purpose of said meeting was given all as required by law.

SECTION 7: Effective Date; Publication. All provisions of this Ordinance shall become effective from and after its adoption and publication as required by law. The City Clerk is directed to publish the caption of this Ordinance as required by law.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, on this _____ day of _____, 2025.

Shawn Teamann, Mayor

**ATTESTED AND CORRECTLY
RECORDED:**

APPROVED AS TO FORM:

Linda Ashby, City Clerk

Abernathy, Roeder, Boyd & Hullett, P.C.
Ryan D. Pittman, City Attorneys



City Council Regular Meeting

Agenda Item No. E.11.

Meeting Date: 3/17/2025

Prepared By: Larry Bollier, Building Official

Approved By: Zachary Flores, Assistant City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6826

Amending the Code of Ordinances of the City of Sherman, Texas, Chapter 6 (Health and Sanitation), Article 6.04 (Public and Semipublic Pools); Modifying Certain Existing Regulations and Prescribing New Regulations Relating to Public Pools; Providing a Penalty Clause with a Maximum fine of \$2,000, Savings/Repealing Clause, Severability Clause and an Effective Date

Issue:

Amending The Code Of Ordinances Of The City Of Sherman, Texas, Chapter 6 (Health And Sanitation), Article 6.04 (Public And Semipublic Pools); Modifying Certain Existing Regulations And Prescribing New Regulations Relating To Public Pools

Background:

The height regulation for public pool fence enclosures in the adopted building codes is six (6) feet; however, Article 6.04 of the Sherman Code of Ordinances states that semi-public pools shall have a fence enclosure of four (4) feet in height. This conflicting language in the city ordinances has resulted in miscommunication between developers and contractors when constructing safety fence enclosures in public locations.

In addition, the adopted building codes do not define semi-public pools. Pools are either private or public. A pool in the backyard of a single-family home is considered a private pool. A pool at a public park, at a hotel, or at a multi-family apartment complex is considered a public pool.

Staff recommends amending Article 6.04 (Public and Semipublic Pools) to remove conflicting ordinance language.

Origination:

Building Inspections

Financial Consideration:

None

Staff Recommendation:

Staff recommends that City Council approve this Ordinance amendment.

Alternatives:

As may be directed by the City Council

Attachments:

1. Ordinance No. 6826

ORDINANCE NO. 6826

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING THE CODE OF ORDINANCES OF THE CITY OF SHERMAN, TEXAS, CHAPTER 6 (HEALTH AND SANITATION), ARTICLE 6.04 (PUBLIC AND SEMIPUBLIC POOLS); MODIFYING CERTAIN EXISTING REGULATIONS AND PRESCRIBING NEW REGULATIONS RELATING TO PUBLIC POOLS; PROVIDING A PENALTY CLAUSE WITH A MAXIMUM FINE OF \$500, SAVINGS/REPEALING CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF; 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 Council of the City of Sherman, Texas ("City Council") finds that it is necessary to amend Chapter 6 (Health and Sanitation) of the Code of Ordinances, City of Sherman, Texas ("Code of Ordinances") for the purpose of modifying existing regulations relating to Public Pools; and

WHEREAS, the City of Sherman ("City" or "Sherman") has complied with all legal notices and public hearings as required by law; and

WHEREAS, the City Council finds that adopting this Ordinance promotes the health, safety and morals of Sherman and is in the best interest of the citizens of Sherman.

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

SECTION 1: Findings Incorporated. The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

SECTION 2: Amendment to the Code of Ordinances, Chapter 6 (Health and Sanitation). Article 6.04 (Public and Semipublic Pools) of the Code of Ordinances are amended as follows¹:

~~"ARTICLE 6.04 PUBLIC AND SEMIPUBLIC POOLS~~

Sec. 6.04.001. Short title; purpose.

This article shall be known as the swimming pool ordinance. This article is adopted for the purpose of providing safety and protection of health of swimmers and bathers by establishing rules and regulations for public ~~and semipublic~~ pools.

Sec. 6.04.002. Definitions.

...

¹ Deletions are evidenced by ~~strikethrough~~; additions are *italicized*.

Public swimming pool. A “public swimming pool (public pool),” as that term is defined under the International Swimming Pool and Spa Code adopted by the City. ~~Any pool which is intended to be used by the general public for swimming, bathing or other related purposes and is operated by an owner, lessee, operator, licensee or concessionary, regardless of whether a fee is charged for use.~~

...

Semipublic pool. ~~Any pool located on the premises of a hotel, motel, trailer court, apartment building, private club, townhouse complex, or other similar establishment where use of the pool is limited to members or residents and their guests.~~

...

Sec. 6.04.007. Plan review required.

- (a) No person may construct, modify, or repair public ~~or semipublic~~ pools in the City without obtaining approval from the health department. The application for approval must be on a form provided by the health department and must be accompanied by the required fee and a specified number of copies of the plans for which the applicant seeks approval. If the health department is satisfied that the proposed swimming pool will conform in all respects to the requirements of the law, approval shall be issued by the health department to the applicant.

...

Sec. 6.04.008. Operational permit required.

- (a) A person shall not operate a public ~~or semipublic~~ pool without an operational permit. To obtain a permit an applicant must complete a form provided by the health department. An applicant must designate a manager of operations of each pool for which a permit is sought, and the person designated as manager of operations of a pool must be employed on the premises where the pool is located.

...

- (e) *For all swimming pool regulations and requirements, please see Sections 3.02.001(a)(10) and 3.03.010*

Sec. 6.04.011. Maintenance and operation.

- (a) Every public ~~and semipublic~~ pool shall be under the supervision of a manager of operations, as provided in section 6.04.002, who shall be responsible for compliance with all parts of this article relating to pool maintenance, pool operation and safety of swimmers. It shall be unlawful for such manager of operations to cause or permit the existence of a condition which is in violation of any part of this article.

- (b) All pumps, filters, disinfectant and chemical feeders, drains, ladders, lighting, ropes and other appurtenant equipment used in the operation of all public ~~and semipublic~~ pools shall be maintained in a good state of repair.
- (c) All public ~~and semipublic~~ pools shall be treated and maintained in accordance with the following standards:
 - (1) All owners, managers, operators, and other attendants in charge of any public ~~or semipublic~~ pool shall maintain all such water in a sanitary condition. The bacterial content of the water in any public swimming pool shall not be allowed to exceed the safe limits as prescribed by established standards of the department of state health services. A minimum free residual chlorine of 1.0 parts per million units of water in every public swimming pool other than a spa and a minimum free residual chlorine of 2.0 parts per million units of water in every public spa or any other method of disinfectant approved by the department of state health services shall be maintained in every public swimming pool throughout the period of their use.
 - ...
 - (6) The recirculation system of a public ~~or semipublic~~ pool must be in operation and properly maintained at all times.
 - (7) Areas surrounding a public ~~or semipublic~~ pool including bathhouses, dressing rooms, toilets, shower stalls, and lounging areas shall be kept clean and in a state of proper repair at all times. Backwash water from a filter and drainage from all pools must be disposed of by approved methods.
- ...

Sec. 6.04.012. Safety provisions.

- (a) A guard line rope shall be installed separating the shallow portion of the pool from the portion at the breakpoint depth.
 - (1) ~~Semi~~Public pools, where no lifeguard service is provided, shall post in plain view at each entrance to the pool a warning sign which states, "WARNING-NO LIFEGUARD ON DUTY," with clear, legible letters at least four (4) inches in height. In addition the sign shall also state, "CHILDREN SHOULD NOT USE POOL WITHOUT AN ADULT IN ATTENDANCE."
 - (2) A sign shall be placed in distinct view of swimmers at all ~~semipublic~~ pools giving the emergency telephone number of the police department and the ambulance service, or shall state the location of the nearest telephone and also state that emergency telephone numbers are posted at that location. ~~At public pools, these telephone numbers shall be conveniently located at each telephone location.~~

...

(d) Each public ~~or semipublic~~ pool must have at least one (1) unit of safety equipment.

...

~~(g) All semipublic pools shall be completely enclosed by a fence enclosure at least four (4) feet in height. Openings in the fence shall not permit the passage of a sphere six (6) inches in diameter. The fence enclosure shall be equipped with self-closing and self-latching gates capable of being locked.~~

~~(h) All public pools must be completely enclosed by a fence at least six (6) feet in height. The fence shall not permit the passage of a sphere two (2) inches in diameter. The fence shall be equipped with lockable, self-closing, self-latching gates.~~

Sec. 6.04.013. Prohibited activities.

A person commits an offense if he:

- (1) Allows an animal under his control to enter or remain within the pool area or pool enclosure of a public ~~or semipublic~~ pool;
- (2) Has skin abrasions, open sores, skin disease, eye disease, nasal or ear discharge or a communicable disease and swims in a public ~~or semipublic~~ pool;
- (3) Works at a public ~~or semipublic~~ pool while infected with a communicable disease;
- (4) Alters or removes safety equipment from a public ~~or semipublic~~ pool except in an emergency; or
- (5) Carries glass within a public ~~or semipublic~~ pool area or enclosure.”

SECTION 3: Penalty. Any person, firm, corporation or entity violating any provision of this Ordinance, as it exists or may be amended, shall be deemed guilty of a misdemeanor, and on conviction thereof, shall be fined in an amount not exceeding FIVE HUNDRED AND NO/100 DOLLARS (\$500.00). 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 Sherman from filing suit to enjoin the violation. Sherman retains all legal rights and remedies available to it pursuant to local, state and federal law.

SECTION 4: Severability. Should 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 5: Repealing/Savings. The Code of Ordinances 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 4: Open Meeting. The meeting at which this Ordinance was introduced and passed was open to the public and that public notice of the time, place and purpose of said meeting was given all as required by law.

SECTION 5: Effective Date; Publication. This Ordinance shall become effective from and after its adoption and publication as required by law. The City Clerk is directed to publish the caption of this Ordinance as required by law.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this ____ day of _____, 2025.

SHAWN TEAMANN, MAYOR

ATTEST:

LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM:
ABERNATHY, ROEDER,
BOYD & HULLETT, P.C.**

RYAN D. PITTMAN, CITY ATTORNEY



SHERMAN CITY COUNCIL Agenda Communication Form

City Council Regular Meeting

Agenda Item No. F.1.

Meeting Date: 3/17/2025

Prepared By:

Approved By:

Caption:

Close Public Hearing

Consider Adoption of Ordinances 6816, 6817, 6818, 6819, 6820, 6821, 6822, 6823, 6824, 6825 & 6826

Issue:

E. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6816

1. Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land consisting of 9.3697 acres being in the G.B. Pilant Survey, Abstract No. 963, City Of Sherman, Grayson County, Texas, Located at 1400 and 1502 South Gribble Street, Heretofore R-6 (Single Family Residential) District Rezoning And Placing The Tract In The C-1 (Retail Business) District Zoning Classification, Ipenema Investments (Owner), Will Knobler (Representative) and Ayub R. Sandhu (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. 6817

2. Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land consisting of 0.153 acres being in the J.B. McAnair Survey, Abstract No. 765, City Of Sherman, Grayson County, Texas, Located at 1004 North East Street, Heretofore R-6 (Single-Family Residential) District; Rezoning And Placing The Tract In The R-4 (Patio Home Residential) District Zoning Classification, M&G Home Builders (Owner) and Helvey Wagner 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. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6818

3. Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land being a part of Samuel Blagg Survey, Abstract No. 56, and being part of Lot 3 of Moore's Addition, City Of Sherman, Grayson County, Texas, Located at 1005 South Travis Street consisting of 0.312 acres and 1018 South Walnut Street consisting of 0.433 acres, Heretofore MF-30 (Multi-Family Residential) District; Rezoning And Placing The Tract In The R-6 (Single Family Residential) District Zoning Classification, Daniel Dominick (Owner) and Underwood Drafting & Surveying (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. 6819

4. Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land consisting of 0.092 acres being a part of Samuel Blagg Survey, Abstract No. 56, and being part of Lot 3 of Moore's Addition, City Of Sherman, Grayson County, Texas, Located at 1012 South Walnut Street, Heretofore MF-30 (Multi-Family Residential) District; Rezoning And Placing The Tract In The R-4 (Patio Home Residential) District Zoning Classification, Daniel Dominick (Owner) and Underwood Drafting & Surveying (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. 6820

5. Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land consisting of 1.555 acres being a Replat of part of Lots 35, 36 and 38 Carriage House Estates, City Of Sherman, Grayson County, Texas, Located at 2114 Norwood Street, Heretofore R-A (Residential Agricultural) District; Rezoning And Placing The Tract In The R-6 (Single Family Residential) District Zoning Classification, Timothy & Luz Roth (Owners) and Underwood Drafting & Surveying (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. 6821

6. Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land consisting of 4.417 acres being a Replat of Lots 4R-1 and 4R-2, Replat of Lot 4, Oaks of Norwood, City Of Sherman, Grayson County, Texas, Located at 2300 and 2320 Shady Oaks Lane, Heretofore MF-30 (MultiFamily Residential) District and R-6 (Single Family Residential) District; Rezoning And Placing The Tract In The R-6 (Single Family Residential) District Zoning Classification, Bruce & Karla Graham (Owner) and Underwood Drafting & Surveying (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. 6822

7. Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land consisting of 1.36 acres being in the Lot 6 of Oaks of Norwood, City Of Sherman, Grayson County, Texas, Located at 2213 Norwood Street, Heretofore MF-30 (Multi-Family Residential) District and R-6 (Single Family Residential) District; Rezoning And Placing The Tract In The R-6 (Single Family Residential) District Zoning Classification, Terri L. Gartman & Paul A. Gartman (Owner) and Underwood Drafting & Surveying (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. 6823

8. Closing and Abandoning a Portion of Prescriptive Right of Way of Moore Street in the City of Sherman, Grayson County, Texas, Said Right of Way being Established by Prescriptive Use; Authorizing the City Manager to Execute a Release of Claims (Right-of-Way Abandonment)

E. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6824

9. Amending The Code Of Ordinances Of The City Of Sherman, Texas, Chapter 3 (Building Regulations), Article 3.03 (Amendments To Codes) And Article 3.11 (Residential Rental Property License And Standards); Enlarging The Applicability Of The International Property Maintenance Code To Include All Types Of Dwelling Units And Uses That Are Rented Or Offered For Rent As Residences; Modifying Certain Existing Regulations Relating To The Residential Rental Property License And Standards Program; Providing A Penalty Clause With A Maximum Fine Of \$2,000, Savings/Repealing Clause, Severability Clause And An Effective Date

E. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6825

10. Amending the Code of Ordinances of the City of Sherman, Texas, Chapter 3 (Building Regulations), Article 3.06 (Substandard Structures), Section 3.06.003 (Minimum Standards); Modifying Certain Existing Regulations Relating to Substandard Structures; Providing a Penalty Clause with a Maximum Fine of \$2,000, Savings/Repealing Clause, Severability Clause and Effective Date

E. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6826

11. Amending the Code of Ordinances of the City of Sherman, Texas, Chapter 6 (Health and Sanitation), Article 6.04 (Public and Semipublic Pools); Modifying Certain Existing Regulations and Prescribing New Regulations Relating to Public Pools; Providing a Penalty Clause with a Maximum fine of \$2,000,

Savings/Repealing Clause, Severability Clause and an Effective Date

Background:

Origination:

Financial Consideration:

Staff Recommendation:

Alternatives:

Attachments:

None



City Council Regular Meeting

Agenda Item No. G.1.

Meeting Date: 3/17/2025

Prepared By: Wayne Lee, Director of Engineering

Approved By: Zachary Flores, Assistant City Manager

Caption:

RESOLUTION NO. 7495

Awarding a Bid to and Authorizing Execution of a Contract with Stoic Civil Construction, Inc. Based on an Invitation to Bid for the West Hill Cemetery Bank Stabilization

Issue:

To consider awarding a bid to and authorizing the execution of a contract with Stoic Civil Construction, Inc of Bartonville, Texas, based on an invitation to bid for the West Hill Cemetery Bank Stabilization project.

Background:

West Hill Cemetery is currently experiencing severe erosion along Sand Creek, which meanders along the west side of the cemetery and threatens the stability of gravesites at the southwest corner of the burial ground. The stream bank in this vicinity will be reconstructed with a wall of gabion baskets to buttress the eroding slope and preserve the integrity of nearby gravesites.

A public bid opening was held on February 27, 2025. Five (5) bidders responded to the request for bids. The lowest, responsible, responsive bid in the amount of \$925,000.00 was submitted by Stoic Civil Construction, Inc. A bid tabulation is attached.

Origination:

Engineering Department

Financial Consideration:

Funding is from the 2024 Certificates of Obligation.

Staff Recommendation:

It is recommended that the bid be awarded for the West Hill Cemetery Bank Stabilization to Stoic Civil Construction, Inc. in the amount of \$925,000.00. It is also recommended that the City Manager be authorized to execute the required contract documents.

Alternatives:

As may be directed by City Council

Attachments:

1. Resolution No. 7495
2. Contractor Signed Agreement
3. Bid Tabulation

4. Location Map

RESOLUTION NO. 7495

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH STOIC CIVIL CONSTRUCTION, INC. BASED ON AN INVITATION TO BID FOR THE WEST HILL CEMETERY BANK STABILIZATION; 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 Stoic Civil Construction, Inc. of Bartonville, Texas, is hereby awarded the bid and the City of Sherman hereby approves the contract with Stoic Civil Construction, Inc., in the amount of Nine Hundred Twenty-Five Thousand Dollars and Zero Cents (\$925,000.00) for the West Hill Cemetery Bank Stabilization; and 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 contract with Stoic Civil Construction, Inc., for the construction of the aforementioned improvements, 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 17th day of March 2025.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____

**BY: _____
LINDA ASHBY, CITY CLERK**

SHAWN TEAMANN, MAYOR

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

**BY: _____
RYAN D. PITMANNCITY ATTORNEY**

AGREEMENT

THIS AGREEMENT is by and between the CITY OF SHERMAN, TEXAS, a home-rule municipality (the "CITY"), and STOIC CIVIL CONSTRUCTION, INC., a corporation (the "CONTRACTOR"). CITY and CONTRACTOR are sometimes referred to collectively as the "parties" or individually as a "party."

CITY 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 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. The Work project is generally described as follows:

West Hill Cemetery Bank Stabilization

Article 2. ENGINEER

The Project has been designed by Huitt-Zollars, Inc., Dallas, Texas, who is hereinafter called ENGINEER and who is to act as CITY'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 will be substantially completed and ready for final payment within 180 calendar days from the date when the Contract Time commences to run, as provided in the General Conditions.
- 3.2 Liquidated Damages. CITY and CONTRACTOR recognize that time is of the essence of this Agreement and that CITY 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 CITY 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, CITY and CONTRACTOR agree that CONTRACTOR shall pay CITY \$500.00 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 CITY 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

CITY 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 Applications for Payment in accordance with the General Conditions. Applications for Payment will be processed by ENGINEER, as provided in the Special Provisions.

CONTRACTOR and CITY acknowledge and agree that the continuation of this Agreement after the close of any given fiscal year of CITY, which fiscal year ends on September 30th of each year, shall be subject to Sherman City Council approval. In the event that the Sherman 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.

The CITY shall retain 5% of the amount of each payment until final completion and acceptance of all Work covered by the Contract Documents. When the Work is substantially complete, the retained amount may be reduced to 2%, at the CITY'S discretion.

Article 6. **INTEREST**

If the contract amount of this contract 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 CITY 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 carefully studied all reports of explorations and tests of subsurface conditions and drawings of physical conditions, if any, which are contained or identified in the Contract Documents, and accepts the determination set forth in the Contract Documents of the extent of the technical data contained in such reports and drawings upon which CONTRACTOR is entitled to rely.
- 7.3 CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies in addition to, or to supplement, those referred to above, which pertain to the subsurface or physical conditions at or contiguous to the site, or otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are, or will be, required by CONTRACTOR for such purposes.

- 7.4 CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of all Underground Facilities, whether indicated in the Contract Documents, or not. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are, or will be, required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.
- 7.5 CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- 7.6 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.
- 7.7 CONTRACTOR has reviewed and fully agrees to the limitation of liability provisions included in the Special Provisions.
- 7.8 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 CITY 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 Davis-Bacon Wage Determinations
- 8.19 Special Provisions
- 8.20 Technical Specification prepared or issued by City of Sherman dated 02/07/2025

- 8.21 Drawings, consisting of sheets numbered 1 through 16, inclusive with each sheet bearing the following general title: City of Sherman, West Hill Cemetery Bank Stabilization.
- 8.22 Addenda numbers 1 to 2, inclusive.
- 8.23 Documentation submitted by CONTRACTOR prior to Notice of Award, identified as _____
- 8.24 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 CITY (“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 Sherman City 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 City Council’s authorization for the City Manager to execute said Change Order. CONTRACTOR agrees that CITY’S project managers are authorized to issue Contingency Allowance Authorization but CITY’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 in this Agreement. The Contract Documents may only be amended, modified or supplemented, as outlined in this Contract.

Article 9. 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.

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. 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.

Article 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 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 CITY shall have the right to terminate this Agreement. Any such act by CITY shall not be deemed a 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.

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, 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.
- 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 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 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 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.
- 12.11 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.
- 12.12 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.
- 12.13 CITY 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.

Article 13. **OTHER PROVISIONS**

None.

IN WITNESS WHEREOF, CITY and CONTRACTOR have signed this Agreement in multiple copies. One counterpart each has been delivered to CITY, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed or identified by CITY 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").

CITY: CITY OF SHERMAN, TEXAS

By: _____

Date: _____

Attest: _____

Address for giving notices:

CONTRACTOR: Stoic Civil Construction, Inc.

By: _____

Date: 3-05-24

(Corporate Seal)

Attest: _____

Address for giving notices:

Stoic Civil Const.

2650 FM 407 East, Suite 145
Bartonville, Texas 76226



Bid Tabulation

Project: West Hill Cemetery Bank Stabilization

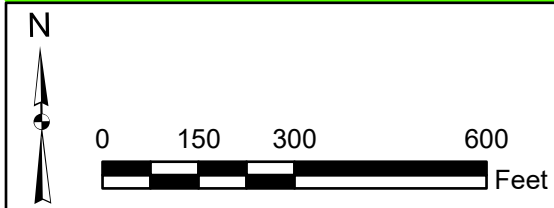
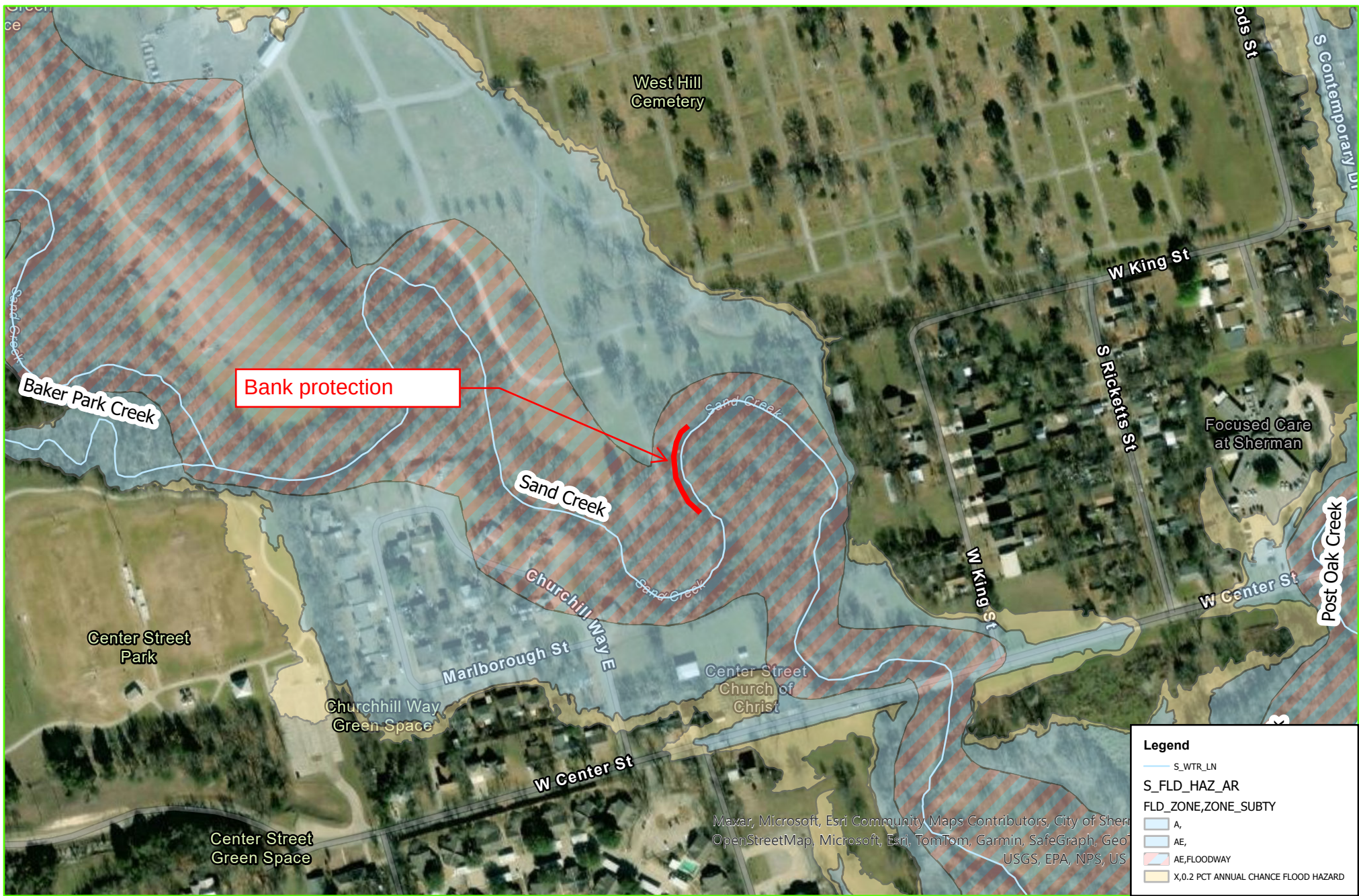
Owner: City of Sherman

Number: 2025-10

Project #3118 and Bid Number 2025-10

Date: 2/27/2025

				Stoic Civil Construction, Inc.		Bernal Commercial Construction Co.		APR Group, Inc.		J.B. & Co. LLC		Mann Robinson & Son, Inc.	
Item	Description	Estimated Quantity		Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	Mobilization	1	LS	123,037.00	\$123,037.00	44,000.00	\$44,000.00	63,531.04	\$63,531.04	50,000.00	\$50,000.00	60,000.00	\$60,000.00
2	Contingency	1	LS	102,000.00	\$102,000.00	102,000.00	\$102,000.00	102,000.00	\$102,000.00	102,000.00	\$102,000.00	102,000.00	\$102,000.00
3	Stormwater Pollution Plan	1	LS	30,000.00	\$30,000.00	15,000.00	\$15,000.00	1,961.09	\$1,961.09	12,000.00	\$12,000.00	18,000.00	\$18,000.00
4	General Site Preparation	1	LS	45,000.00	\$45,000.00	25,000.00	\$25,000.00	22,731.86	\$22,731.86	35,000.00	\$35,000.00	20,000.00	\$20,000.00
5	Stabilized Construction Entrance/Exit	139	SY	75.00	\$10,425.00	50.00	\$6,950.00	22.20	\$3,085.80	40.00	\$5,560.00	37.50	\$5,212.50
6	Trench Safety	246	LF	30.00	\$7,380.00	150.00	\$36,900.00	10.63	\$2,614.98	150.00	\$36,900.00	40.00	\$9,840.00
7	Channel Excavation & Grading	602	CY	46.00	\$27,692.00	38.00	\$22,876.00	224.12	\$134,920.24	30.00	\$18,060.00	45.00	\$27,090.00
8	Gabions	425	CY	380.00	\$161,500.00	450.00	\$191,250.00	392.22	\$166,693.50	495.00	\$210,375.00	670.00	\$284,750.00
9	Reinforced Concrete	209	CY	920.00	\$192,280.00	1,200.00	\$250,800.00	584.26	\$122,110.34	1,350.00	\$282,150.00	1,335.10	\$279,035.90
10	Soil Nail Anchors	1696	LF	67.50	\$114,480.00	100.00	\$169,600.00	174.44	\$295,850.24	120.00	\$203,520.00	200.20	\$339,539.20
11	Coir Logs	40	LF	30.00	\$1,200.00	6.00	\$240.00	202.91	\$8,116.40	25.00	\$1,000.00	40.00	\$1,600.00
12	Pedestrian Railing	185	LF	120.00	\$22,200.00	200.00	\$37,000.00	151.97	\$28,114.45	220.00	\$40,700.00	240.00	\$44,400.00
13	Drainage Aggregate Backfill	645	CY	75.00	\$48,375.00	60.00	\$38,700.00	113.74	\$73,362.30	60.00	\$38,700.00	150.00	\$96,750.00
14	Filter Material Wrapped in Filter Fabric	81	CY	75.00	\$6,075.00	100.00	\$8,100.00	160.55	\$13,004.55	120.00	\$9,720.00	180.00	\$14,580.00
15	Clay Lining	132	CY	85.00	\$11,220.00	40.00	\$5,280.00	123.84	\$16,346.88	65.00	\$8,580.00	125.00	\$16,500.00
16	Seeding Turfgrass	692	SY	10.00	\$6,920.00	40.00	\$27,680.00	7.32	\$5,065.44	20.00	\$13,840.00	15.00	\$10,380.00
17	Turf Reinforcement Mat	5,072	SF	3.00	\$15,216.00	5.00	\$25,360.00	0.92	\$4,666.24	1.00	\$5,072.00	2.25	\$11,412.00
TOTAL BASE BID					\$925,000.00		\$1,006,736.00		\$1,064,175.35		\$1,073,177.00		\$1,341,089.60



Site Location
Sand Creek at West Hill Cemetery



City Council Regular Meeting

Agenda Item No. G.2.

Meeting Date: 3/17/2025

Prepared By: Tom Pruitt, Utility Engineer

Approved By: Zachary Flores, Assistant City Manager

Caption:

RESOLUTION NO. 7496

Authorizing Execution of a Professional Services Agreement with Kimley-Horn and Associates, Inc. for the Progress Park Offsite Wastewater Outfall

Issue:

To consider a Professional Services Agreement with Kimley-Horn and Associates, Inc. for the GWA Offsite Wastewater Outfall project.

Background:

Progress Park Industrial area from FM 1417 to the south in between Howe Drive and Interurban Parkway is experiencing significant industrial growth. It has been determined that the existing wastewater system will not be adequate to serve the new additional facilities in the near future. In order to expedite the design of a new wastewater main and alignment, Global Wafers America engaged Kimley-Horn Associates to design the new main which will ultimately provide additional capacity and new wastewater service to more of Progress Park.

The new wastewater project will be funded by the Greater Texoma Utility Authority (GTUA), and further tasks are now to be undertaken by the City to perform bidding and award along with construction phase services.

With Council approval, Kimley-Horn and Associates will perform the remaining tasks as needed to complete the project bid, award, and construction activities, review contractor submittals, perform periodic on-site inspections, ensure adequate pay requests, and close out of the project once construction is complete.

Origination:

Engineering Department

Financial Consideration:

Funding needed for this contract is \$75,000.00.

Staff Recommendation:

It is recommended that this professional services agreement with Kimley-Horn and Associates, Inc. be approved.

Alternatives:

As may be directed by City Council.

Attachments:

1. Resolution No. 7496

2. Professional Services Agreement
3. Location Map

RESOLUTION NO. 7496

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC. FOR THE PROGRESS PARK OFFSITE WASTEWATER OUTFALL; 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 Professional Services Agreement with Kimley-Horn and Associates, Inc. for the Progress Park Offsite Wastewater Outfall, 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 3rd day of March 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
BETWEEN
THE CITY OF SHERMAN, TEXAS AND
KIMLEY-HORN AND ASSOCIATES, INC.
FOR
PROFESSIONAL SERVICES

Made as of the _____ day of _____, 2025:

Between City: **The City of Sherman, Texas**
 220 W. Mulberry Street
 Sherman, Texas 75090
 Telephone: (903) 892-7208

and Consultant: **Kimley-Horn and Associates, Inc.**
 200 N. Travis St., Suite 500
 Sherman, TX 75090
 Telephone: (903) 258-9416

for the following Project: **Progress Park Sewer Industrial Sewer Outfall**

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Sherman, Texas, a home-rule municipality ("City"), and Kimley-Horn and Associates, Inc., a North Carolina corporation ("Consultant"), to be effective from and after the date as provided above. City and Consultant are at times each referred to herein as a "party" or collectively as the "parties."

WHEREAS, City desires to engage Consultant to provide professional services for the Progress Park Sewer Industrial Sewer Outfall ("Project"); and

WHEREAS, Consultant desires to render such professional services ("Services") for City on the terms and conditions provided herein.

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

That for and in consideration of the covenants contained herein, for the mutual benefits to be obtained hereby and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1 CONSULTANT'S SERVICES

- 1.1 **Employment of Consultant** – City hereby agrees to retain Consultant to perform the Services in connection with the Project. Consultant agrees to perform the Services in accordance with the terms and conditions of this Agreement. Consultant further agrees that if any employee of Consultant who is performing the day-to-day Services under this Agreement for the Project is separated, for any reason, from employment with Consultant, Consultant shall provide City with written notice thereof at least five (5) business days' prior to said separation unless circumstances reasonably warrant a shorter notice period, which shall not exceed two (2) business days following the separation.
- 1.2 **Scope of Services** – The parties agree that Consultant shall perform the Services as are set forth and described in **Exhibit A**, attached hereto and incorporated herein by reference for all purposes ("**Scope of Services**"). The parties understand and agree that deviations or modifications to the Scope of Services described in **Exhibit A**, in the form of a written amendment to this Agreement, may be authorized from time to time by City ("**Amendment**").
- 1.2.1 **Requirement of Written Amendment** – "Extra" work, "claims" invoiced as "extra" work or "claims" which have not been issued as a duly executed, written Amendment by the Sherman Director of Engineering or designee will not be authorized for payment and/or shall not become part of this Agreement. A duly executed, written Amendment requiring additional funding of \$50,000 or more of the original contract amount shall be preceded by the Sherman City Council's authorization for the Sherman City Manager to execute said Amendment.
- 1.2.2 **CONSULTANT SHALL NOT PERFORM ANY "EXTRA" WORK AND/OR ADDITIONAL SERVICES WITHOUT A DULY EXECUTED, WRITTEN AMENDMENT ISSUED BY THE CITY.**
- 1.3 **Schedule of Work** – Consultant agrees to commence work immediately on the execution of this Agreement, and to proceed diligently with said work to completion as described in the Project Engineering Budget Summary, attached hereto as **Exhibit B** and incorporated herein by reference for all purposes.
- 1.4 **Standard of Care** – Consultant shall perform the Services required hereunder in accordance with the prevailing engineering standard of care by exercising the skill and care ordinarily utilized by engineers performing the same or similar services under the same or similar circumstances in the State of Texas.

ARTICLE 2 CITY'S RESPONSIBILITIES

City shall do the following in a timely manner so as not to delay the Services of Consultant:

- 2.1 **Project Data** – City shall furnish required information that is reasonably requested by Consultant and that City has in its possession at the time of Consultant's request, as expeditiously as necessary for the orderly progress of the Project, and Consultant shall be entitled to rely upon the accuracy and completeness of the information furnished by City under this Article 2.1.
- 2.2 **City Project Manager** – When necessary in City's sole discretion, City shall designate a representative authorized to act on City's behalf with respect to the Project ("Project Manager"). City, the Project Manager and/or his or her authorized designee shall examine the documents submitted by Consultant and shall render any required decisions pertaining thereto as soon as practicable to avoid unreasonable delay in the progress of Consultant's Services.

ARTICLE 3 CONSULTANT'S COMPENSATION

- 3.1 **Compensation for Consultant's Services** – As described in "Article 1, Consultant's Services" of this Agreement, compensation for this Project shall be: (a) for Basic Services, on an Hourly basis in an amount not to exceed Seventy-Five Thousand Dollars (\$75,000.00) ("Consultant's Fee"); and (b) paid in accordance with this Article 3 and the Project Engineering Budget Summary as set forth in **Exhibit B**.
- 3.3.1 **Completion of Record Documents** – City and Consultant agree that the completion of Record Documents and/or "As-Built" Documents, including hard copy formatting and electronic formatting, shall be completed, submitted to, and accepted by City prior to payment. Completion of the Record Documents and/or "As-Built" documents shall be included in the Consultant's Fee and considered to be within the Scope of Services defined under this Agreement." The electronic formatting shall be consistent with the standards established in **Exhibit C**, Guidelines for Computer Aided Design and Drafting ("CADD"), which is attached hereto and incorporated herein by reference for all purposes.
- 3.3.2 **Disputes between City and Construction Contractor** – If the Project involves Consultant performing Construction Administration Services relating to an agreement between a Construction Contractor ("Contractor") and City, and on receipt of a written request by City, Consultant shall research previous and existing conditions of the Project, and make a determination whether or not to certify that sufficient cause exists for City to declare Contractor in default of the terms and conditions of the Agreement.

Consultant shall submit his findings in writing to City, or submit a written request for a specific extension of time (including the basis for such extension), within fifteen (15) calendar days of receipt of the written request from City. City and Consultant agree that if requested by City, completion of this task shall be included in the Consultant's Fee and considered to be within the Scope of Services as defined under this Agreement.

3.3.3 **Consultation and Approval by Governmental Authorities and Franchised Utilities** – Consultant shall be solely responsible for identifying and analyzing the requirements of governmental agencies and all franchise utilities involved with the Project, and for consulting with such agencies and utilities to obtain all necessary approvals and/or permissions. Consultant shall be responsible for preparation and timely submittal of documents required for review, approval and/or recording by such agencies and/or utilities. Consultant shall be solely responsible for making such changes in the construction documents ("Construction Documents") as may be required by existing written standards promulgated by such agencies and/or utilities at no additional charge to City.

3.2 **Direct Expenses** – Direct Expenses ("Direct Expenses") are included in Consultant's Fee as described in Article 3.1 of this Agreement and include actual reasonable and necessary expenditures made by Consultant and Consultant's employees and subcontractors in the interest of the Project. All submitted Direct Expenses are to be within the amounts as stated in the Project Engineering Budget Summary set forth in **Exhibit B**, and consistent with **Exhibit D**, Guidelines for Direct Expenses; General and Administrative Markup; Travel and Subsistence Expenses, which is attached hereto and incorporated herein by reference for all purposes. Consultant shall be solely responsible for the auditing and accuracy of all Direct Expenses, including those of its subcontractors, prior to submitting to City for reimbursement. Any over-payment by City for errors in submittals for reimbursement may be deducted from Consultant's subsequent payment for Services; provided, however, that this shall not be City's sole and exclusive remedy for said over-payment.

3.2 **Additional Services** – Consultant shall provide the Services as described in the Scope of Services set forth in **Exhibit A** of this Agreement. If authorized in writing by City, Consultant shall provide additional services, to be compensated as provided in an Amendment to the Contract on a cost not to exceed sum or hourly basis in accordance with this paragraph ("Additional Services") and a mutually agreed estimate of man-hours and expenses. These services may include, but are not limited to:

3.3.1 Additional meetings, hearings, work-sessions or other similar presentations which are not provided for or contemplated in the Scope of Services described in **Exhibit A**.

- 3.3.2 Additional drafts and revisions to the Project which are not provided for or contemplated in the Scope of Services as described in **Exhibit A**.
- 3.3.3 Additional copies of final reports and construction plans which are not provided for or contemplated in the Scope of Services as described in **Exhibit A**.
- 3.3.4 Photography, professional massing models which are not provided for or contemplated in the Scope of Services as described in **Exhibit A**.
- 3.3.5 Compensation for Additional Services authorized by City shall be in addition to Consultant's Fee and shall be based on direct billable labor rates and expenses.
- 3.3.6 Compensation for Additional Services authorized by City shall be in addition to Consultant's Fee and shall be based on an hourly basis according to the following personnel rates. The rates set forth in this chart are subject to reasonable change provided prior written notice of said change is given to and approved by City.

Hourly Billable Rates by Position

Position	Hourly Rate
Analyst	\$165 - \$250
Professional	\$235 - \$300
Senior Professional I	\$260 - \$360
Senior Professional II	\$345 - \$380
Senior Technical Support	\$160 - \$285
Support Staff	\$110 - \$150
Technical Support	\$125 - \$155

- 3.2 **Invoices** – No payment to Consultant shall be made until Consultant tenders an invoice to City. Consultant shall submit monthly invoices for Services rendered, based upon the actual percentage of work complete at the time the invoice is prepared, or shall submit invoices to City immediately upon completion of each individual task listed in **Exhibit B**. On all submitted invoices for Services rendered, Consultant shall include appropriate background materials to support the submitted charges on said invoice. Upon request, such background material may include, but is not limited to, employee timesheets, invoices for work obtained from other parties, and receipts and/or log information relating to Direct Expenses. All invoices shall provide a summary methodology for administrative markup and/or overhead charges.

- 3.3 **Timing of Payment** – City shall make payment to Consultant for said invoices within thirty (30) days following receipt and acceptance thereof. The parties agree that payment by City to Consultant is considered to be complete upon mailing of payment by City. Furthermore, the parties agree that the payment is considered to be mailed on the date that the payment is postmarked.
- 3.4 **Disputed Payment Procedures** – In the event of a disputed or contested billing by City, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. City shall notify Consultant of a disputed invoice, or portion of an invoice, in writing by the twenty-first (21st) calendar day after the date City receives the invoice. City shall provide Consultant an opportunity to cure the basis of the dispute. If a dispute is resolved in favor of Consultant, City shall proceed to process said invoice, or the disputed portion of the invoice, within the provisions of Article 3.5 of this Agreement. If a dispute is resolved in favor of City, Consultant shall submit to City a corrected invoice, reflecting any and all payment(s) of the undisputed amounts, documenting the credited amounts, and identifying outstanding amounts on said invoice to aid City in processing payment for the remaining balance. Such revised invoice shall have a new invoice number, clearly referencing the previous submitted invoice. City agrees to exercise reasonableness in contesting any billing or portion thereof that has background materials supporting the submitted charges.
- 3.5 **Failure to Pay** – Failure of City to pay an invoice, for a reason other than on written notification as stated in the provisions of Article 3.6 of this Agreement, to Consultant within sixty (60) days from the date of the invoice shall grant Consultant the right, in addition to any and all other rights provided, to, upon written notice to City, suspend performance under this Agreement, and such act or acts shall not be deemed a breach of this Agreement. However, Consultant shall not suspend performance under this Agreement prior to the tenth (10th) calendar day after written notice of suspension was provided to City, in accordance with Chapter 2251, Subchapter “D” of the TEX. GOV’T CODE. City shall not be required to pay any invoice submitted by Consultant if Consultant breached any provision(s) herein.
- 3.6 **Adjusted Compensation** – If the Scope of the Project (“Scope of the Project”) or if the Services are materially changed due to no error by Consultant in the performance of Services under this Agreement, the amounts of Consultant’s compensation shall be equitably adjusted as approved by City in its sole discretion. Any additional amounts paid to Consultant as a result of any material change to the Scope of the Project shall be authorized by written Change Order duly executed by both parties before the Services are performed.
- 3.7 **Project Suspension** – If the Project is suspended or abandoned in whole or in part for more than three (3) months, Consultant shall be entitled to compensation for any and all work completed to the satisfaction of City in accordance with the provisions of this Agreement prior to suspension or abandonment. In the event of

such suspension or abandonment, Consultant shall deliver to City all finished or unfinished documents, data, studies, drawings, maps, models, reports, photographs and/or any other items prepared by Consultant in connection with this Agreement prior to Consultant receiving final payment. If the Project is resumed after being suspended for more than three (3) months, Consultant's compensation shall be equitably adjusted as approved by City. Any additional amounts paid to Consultant after the Project is resumed shall be agreed upon in writing by both parties before the services are performed.

ARTICLE 4 OWNERSHIP OF DOCUMENTS

- 4.1 **Documents Property of City** – The Project is the property of City, and Consultant may not use the documents, plans, data, studies, surveys, drawings, maps, models, reports, photographs and/or any materials for any other purpose not relating to the Project without City's prior written consent. City shall be furnished with such reproductions of the Project, plans, data, documents, maps, and any other information as defined in **Exhibit A**. Upon completion of the work, or any earlier termination of this Agreement under **Article 3** and/or **Article 8** of this Agreement, Consultant will revise plans, data, documents, maps, and any other information as defined in **Exhibit A** to reflect changes while working on the Project through the date of completion of the work, as solely determined by City, or the effective date of any earlier termination of this Agreement under **Article 3** and/or **Article 8** of this Agreement, and promptly furnish the same to City in an acceptable electronic format. All such reproductions shall be the property of City who may use them without Consultant's permission for any purpose relating to the Project, including, but not limited to, completion of the Project, and/or additions, alterations, modifications, and/or revisions to the Project. Any reuse of the documents not relating to the Project shall be at City's own risk.
- 4.2 **Documents Subject to Laws Regarding Public Disclosure** – Consultant acknowledges that City is a governmental entity and that all documents, plans, data, studies, surveys, drawings, maps, models, reports, photographs and/or any items prepared or furnished by Consultant (and Consultant's professional associates and/or sub-consultants) under this Agreement are instruments of service in respect of the Project and property of City. Upon completion of the Project, all of the documents, plans, data, studies, surveys, drawings, maps, models, reports, photographs and/or any items prepared or furnished by Consultant (and Consultant's professional associates and/or sub-consultants) shall thereafter be subject to the Texas Public Information Act (Chapter 552, TEX. GOV'T CODE, as amended) and any other applicable laws requiring public disclosure of the information contained in said documents.

ARTICLE 5 CONSULTANT'S INSURANCE REQUIREMENTS

- 5.1 **Required General Liability Insurance** – Consistent with the terms and provisions of **Exhibit E**, Contractor Insurance Guidelines, which is attached hereto and incorporated herein by reference for all purposes, Consultant shall procure and maintain throughout the term of this Agreement, at no expense to City, a general liability insurance policy with a company that maintains a minimum rating of “A” by A.M. Best’s Key Rating Guide, or other equivalent rating service(s), and is authorized to transact business in the State of Texas, in an amount not less than One Million and 00/100 Dollars (\$1,000,000.00) for each occurrence, and Two Million and 00/100 Dollars (\$2,000,000.00) in the aggregate. Such policy shall name City, its officers, agents, representatives, and employees as additional insureds as to all applicable coverage. Such policy shall provide 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. Such policy 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. Consultant shall furnish City with certificates and required endorsement(s) evidencing such coverage prior to commencing work on the Project.
- 5.2 **Required Professional Liability Insurance** – Consistent with the terms and provisions of **Exhibit E**, Consultant shall procure and maintain throughout the term of this Agreement, at no expense to City, a professional liability (errors and omissions) insurance policy with a company that maintains a minimum rating of “A” by A.M. Best’s Key Rating Guide, or other equivalent rating service(s), and is authorized to transact business in the State of Texas, in an amount not less than One Million and 00/100 Dollars (\$1,000,000.00) for each claim, and Two Million and 00/100 Dollars (\$2,000,000.00) in the aggregate. Such policy 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. Consultant shall furnish City with certificates and required endorsement(s) evidencing such coverage prior to commencing work on the Project.
- 5.3 **Required Workers Compensation Insurance** – Consistent with the terms and provisions of **Exhibit E**, Consultant shall procure and maintain throughout the term of this Agreement, at no expense to City, all Statutory Workers Compensation Insurance as required by the laws of the State of Texas. Such insurance policy shall be with a company that maintains a minimum rating of “A” by A.M. Best’s Key Rating Guide, or other equivalent service(s), and is authorized to transact business in the State of Texas. Such policy 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. Consultant shall furnish City with certificates and required endorsement(s) evidencing such coverage prior to commencing work on the Project.

- 5.4 **Circumstances Requiring Umbrella Coverage or Excess Liability Coverage** – If the Project's size and scope warrant, and if identified on the checklist located in **Exhibit E**, Consultant shall procure and maintain throughout the term of this Agreement, at no expense to City, an umbrella coverage or excess liability coverage insurance policy with a company that maintains a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s), and is authorized to transact business in the State of Texas, in an amount of Two Million and 00/100 Dollars (\$2,000,000.00). Such policy 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. Consultant shall furnish City with certificates and required endorsement(s) evidencing such coverage prior to commencing work on the Project.

ARTICLE 6 CONSULTANT'S ACCOUNTING RECORDS

Records of Direct Expenses and expenses pertaining to services performed in conjunction with the Project shall be kept on the basis of generally accepted accounting principles. Invoices will be sent to City as indicated in Article 3.4 of this Agreement. Copies of employee time sheets, receipts for direct expense items and other records of Project expenses will be made available if requested.

ARTICLE 7 AUDITS AND RECORDS/VENDOR DISCLOSURE

Consultant agrees that at any time during normal business hours and as often as City may deem necessary, Consultant shall make available to representatives of City for examination all of its records with respect to all matters covered by this Agreement, and will permit such representatives of City to audit, examine, copy and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement, and for a period of four (4) years from the date of final settlement of this Agreement or for such other or longer period, if any, as may be required by applicable statute or other lawful requirement.

Consultant agrees that it is further aware of the vendor disclosure requirements set forth in Chapter 176, TEX. LOC. GOV'T CODE, as amended, and will abide by the same. In this connection, a lawful representative of Consultant shall execute and deliver to City the Conflict of Interest Questionnaire, Form CIQ, attached hereto as **Exhibit F** and incorporated herein for all purposes, no later than the Effective Date of this Agreement.

ARTICLE 8 TERMINATION OF AGREEMENT/REMEDIES

City may, upon thirty (30) days written notice to Consultant, terminate this Agreement, for any reason or no reason at all, before the termination date hereof, without prejudice to any other remedy it may have. If City terminates this Agreement due to a default of and/or breach by Consultant and the expense of finishing the Project exceeds Consultant's Fee at the time of termination, Consultant waives its right to any portion of Consultant's Fee as set forth in Article 3 of this Agreement and agrees to pay any costs over and above the fee which City is required to pay in order to finish the Project. On any default and/or breach by Consultant, City may elect not to terminate the Agreement, and in such event it may make good the deficiency in which the default consists, and deduct the costs from Consultant's Fee due Consultant as set forth in Article 3 of this Agreement. If City terminates this Agreement and Consultant is not in default of the Agreement, Consultant shall be entitled to compensation for any and all work completed to the satisfaction of City in accordance with the provisions of this Agreement prior to termination.

In the event of any termination, Consultant shall deliver to City all finished and/or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs and/or any items prepared by Consultant in connection with this Agreement prior to Consultant receiving final payment.

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 9 DISPUTE RESOLUTION/MEDIATION

In addition to all remedies at law, the parties may agree to attempt to resolve any controversy, claim or dispute arising out of or relating to the interpretation or performance of this Agreement, or breach thereof, by voluntary mediation to be conducted by a mutually acceptable mediator. However, if both parties do not agree to voluntarily mediate any such controversy, claim or dispute, mediation shall not be required.

ARTICLE 10 INDEMNITY

CONSULTANT SHALL RELEASE, 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 ARTICLE 10) 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 (REGARDLESS OF WHETHER THE ALLEGATIONS ARE FALSE, FRAUDULENT OR GROUNDLESS), SUITS, ACTIONS, JUDGMENTS, LIENS, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEY'S FEES AND EXPENSES INCURRED IN ENFORCING THIS ARTICLE 10), THAT IN WHOLE OR IN PART ARISE OUT OF OR ARE CONNECTED WITH, OR THAT ARE ALLEGED TO HAVE ARISEN OUT OF OR CONNECTED WITH, GOODS AND/OR SERVICES PROVIDED BY CONSULTANT, ITS OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES OR ANY OTHER THIRD PARTIES FOR WHOM CONSULTANT IS LEGALLY RESPONSIBLE (COLLECTIVELY REFERRED TO AS "CONSULTANT" FOR PURPOSES OF THIS ARTICLE 10) PURSUANT TO THIS AGREEMENT AND/OR THE NEGLIGENT, GROSSLY NEGLIGENT AND/OR INTENTIONAL WRONGFUL ACT AND/OR OMISSION OF CONSULTANT IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT, REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OR STRICT LIABILITY OF THE 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 CONSULTANT AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH THE CONSULTANT, 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. CONSULTANT IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS; PROVIDED, HOWEVER, THAT IF A COURT OF COMPETENT JURISDICTION SIGNS A JUDGMENT THAT BECOMES

FINAL AND NON-APPEALABLE, DETERMINING THAT THE CITY (WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY) HAS JOINT, CONCURRENT OR SOLE NEGLIGENCE FOR THE CLAIMS IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS ("JUDGMENT"), THEN CONSULTANT IS NOT REQUIRED TO INDEMNIFY OR DEFEND CITY TO THE EXTENT OF THE NEGLIGENCE APPORTIONED TO CITY FOR EACH CAUSE(S) OF ACTION IDENTIFIED IN THE JUDGMENT. IN THE EVENT THE JUDGMENT PROVIDES THAT CITY IS JOINTLY, CONCURRENTLY OR SOLELY NEGLIGENT FOR THE CLAIMS REFERRED TO THEREIN, CITY AGREES TO REIMBURSE CONSULTANT FOR ALL REASONABLE AND NECESSARY COSTS INCURRED AND PAID BY CONSULTANT THAT ARE ATTRIBUTABLE TO CITY'S PERCENTAGE OF JOINT, CONCURRENT OR SOLE NEGLIGENCE, AS SET FORTH IN THE JUDGMENT, INCLUDING REASONABLE AND NECESSARY ATTORNEY'S FEES AND EXPENSES, WITHIN SIXTY (60) DAYS OF THE DATE THE JUDGMENT BECOMES FINAL AND NON-APPEALABLE. IF THIS AGREEMENT IS A CONTRACT FOR ENGINEERING OR ARCHITECTURAL SERVICES, THEN CONSULTANT'S INDEMNITY AND DEFENSE OBLIGATIONS UNDER THIS ARTICLE 10 ARE LIMITED BY, AND TO BE READ AS COMPLYING WITH, SECTION 271.904 OF THE TEXAS LOCAL GOVERNMENT CODE.

IN ITS SOLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY CONSULTANT 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 CONSULTANT'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF CONSULTANT'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. CONSULTANT 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 CONSULTANT FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND CONSULTANT SHALL BE LIABLE FOR ALL COSTS INCURRED BY CITY. THE RIGHTS AND OBLIGATIONS CREATED BY THIS ARTICLE SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

ARTICLE 11 NOTICES

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 facsimile; 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 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:

Wayne E. Lee, P.E., CFM
Director of Engineering
City of Sherman
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
Facsimile: (214) 544-4054
Email: rpittman@abernathy-law.com

If to Consultant, addressed to:

David Perkins, P.E.
Project Manager
Kimley-Horn and Associates, Inc.
200 N. Travis St., Suite 500
Sherman, TX 75090
Telephone: (903) 258-9416
Email: David.Perkins@kimley-horn.com

ARTICLE 12 MISCELLANEOUS

12.1 **Complete Agreement** – This Agreement, including the exhibits hereto labeled “A”

through “F,” all of which are incorporated herein for all purposes, constitute the entire Agreement by and between the parties regarding the subject matter hereof and supersedes all prior and/or contemporaneous written and/or oral understandings. This Agreement may not be amended, supplemented, and/or modified except by written agreement duly executed by both parties. The following exhibits are attached below and made a part of this Agreement:

- 12.1.1 **Exhibit A**, Scope of Services.
- 12.1.2 **Exhibit B**, Project Engineering Budget Summary.
- 12.1.3 **Exhibit C**, Guidelines for Computer Aided Design and Drafting (CADD).
- 12.1.4 **Exhibit D**, Guidelines for Direct Expenses; General and Administrative Markup; Travel and Subsistence Expenses.
- 12.1.5 **Exhibit E**, Contractor Insurance Guidelines.
- 12.1.6 **Exhibit F**, Conflict of Interest Questionnaire, Form CIQ.

To the extent that **Exhibit A**, **Exhibit B**, **Exhibit C**, **Exhibit D**, **Exhibit E**, or **Exhibit F** 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**, **Exhibit E**, **Exhibit F** or **Exhibit A** shall prevail in that order.

- 12.2 **Assignment and Subletting** – Consultant agrees that neither this Agreement nor the work to be performed hereunder will be assigned or sublet without the prior written consent of City. Consultant 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 Consultant of its full obligations to City as provided by this Agreement. All such approved work performed by assignment or subletting shall be billed through Consultant, and there shall be no third party billing.
- 12.3 **Attorney’s Fees** – If either party files any action or brings any proceeding against the other arising from this Agreement, then as between City and Consultant, 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.
- 12.4 **Successors and Assigns** – City and Consultant, and their respective partners, assigns, successors, subcontractors, executors, officers, agents, employees, representatives and administrators are hereby bound to the terms and conditions of this Agreement.

- 12.5 **Savings/Severability** – In the event of 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.
- 12.6 **Governing Law/Venue** – This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflict of law principles. The exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Grayson County, Texas.
- 12.7 **Execution/Consideration** – This Agreement is executed by the parties hereto without coercion or duress for any substantial consideration, the sufficiency of which is forever confessed.
- 12.8 **Authority** – The individuals executing this Agreement on behalf of the respective parties below represent to each other that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the other party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.
- 12.9 **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.
- 12.10 **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.
- 12.11 **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.
- 12.12 **Immunity** – It is expressly understood and agreed that, in the execution and performance of this Agreement, City has not waived, nor shall be deemed to have waived, any immunity, governmental, sovereign and/or official, or defense that is 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 in this Agreement.

- 12.13 **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 and adopted as findings of City and the authorized representative of Consultant.
- 12.14 **Additional Representations** – Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had the opportunity to confer with its counsel.
- 12.15 **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.
- 12.16 **No Third-Party Beneficiaries** – Nothing in this Agreement shall be construed to create 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.
- 12.17 **Indemnity** – The parties agree that the Indemnity provision set forth in Article 10 of this Agreement is conspicuous and the parties have read and understood the same.
- 12.18 **Representations** – All representations and covenants made by one party to the other in this Agreement or in any certificate or other instrument delivered by one party to the other under this Agreement shall be considered to have been relied upon by the other party and will survive the satisfaction of any fees under this Agreement, regardless of any investigation made by either party.
- 12.19 **Independent Contractor** – In performing this Agreement, Consultant shall act as an independent contractor with respect to City. In no event shall this Agreement be construed as establishing a partnership, joint venture or similar relationship between the parties and nothing herein shall authorize either party to act as agent for the other. Consultant shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes and benefits with respect to all of Consultant's officers, directors, partners, employees and representatives, who shall not be considered City employees and shall not be eligible for any employee benefit plan offered by City.
- 12.20 **Debarment/Suspension** – City is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension. City, Consultant and

Consultant's subcontractors shall comply with federal and state regulations regarding debarment and suspension. Consultant shall include a statement of compliance with federal and state debarment and suspension regulations in all third-party agreements for work on the Project.

- 12.21 **Restrictions on Lobbying** – City and Consultant are prohibited from using funds awarded under the Agreement for lobbying purposes. Consultant shall include a statement of compliance with this provision in applicable procurement solicitations and third-Party agreements for work on the Project.
- 12.22 **Appropriation of Funds** – Funds are not presently budgeted for City's performance under this Agreement beyond the end of City's current fiscal year. City will give Consultant sixty (60) days' notice if funds for City's performance are not budgeted to continue beyond that time. City shall have no liability for payment of any money for services performed after the end of City's current fiscal year unless and until such funds are budgeted.
- 12.23 **Certifications Required by Texas Law** – In accordance with Chapter 2270 of the Texas Government Code (to the extent applicable), Consultant hereby certifies that Consultant 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), Consultant hereby certifies that Consultant 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), Consultant hereby certifies that Consultant 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.
- 12.24 **Reference to Consultant** – When referring to "Consultant," this Agreement shall refer to and be binding upon Consultant, 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 Consultant is legally responsible.
- 12.25 **Reference to City** – When referring to "City," 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.

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective on the date set forth in the introductory clause of this Agreement.

CITY:

City of Sherman, Texas,
a Texas home-rule municipality

CONSULTANT:

Kimley-Horn and Associates, Inc.,
a North Carolina corporation

By: _____
Dr. Zachary Flores
Interim City Manager

By: Bradley J. Hill
Bradley Hill
Regional Contract Lead

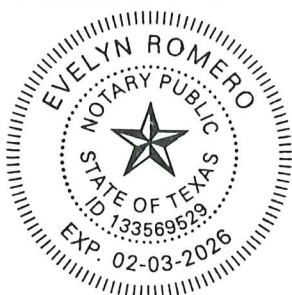
APPROVED AS TO FORM:

Abernathy, Roeder, Boyd & Hullett, P.C.
Ryan D. Pittman, City Attorneys

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED **BRADLEY HILL**, 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 PRESIDENT AND DULY AUTHORIZED REPRESENTATIVE FOR **KIMLEY-HORN AND ASSOCIATES, INC.**, AND THAT HE EXECUTED SAID INSTRUMENT FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 10th DAY OF March 2025.



E. Romero
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
My commission expires: 02-03-2026

EXHIBIT A SCOPE OF SERVICES

I. PROJECT DESCRIPTION

This Project includes bidding services and construction phase services required for the Progress Park Sewer Industrial Sewer Outfall project.

II. GENERAL REQUIREMENTS

- A.** Specific design requirements shall be obtained from the City of Sherman Engineering Design Standards. Consultant will establish and summarize design criteria. The design criteria will be reviewed by the City for approval prior to beginning design work.
- B.** N/A
- C.** Each time the Consultant submits plans and/or specifications to City, two (2) copies (as well as PDF versions) of each shall be submitted, unless otherwise instructed. These shall be reviewed and checked by City and returned to Consultant for corrections.
- D.** Communications and Reporting:
 - i N/A
 - ii N/A
 - iii Prepare and submit monthly invoices in the format acceptable to the City.
 - iv Prepare and submit monthly progress reports.

III. TASK SUMMARY. BASIC SERVICES

A. Bidding Phase Services

- a) Print a maximum of 3 full size (22" x 34") and 3 half size (11" x 17") sets of plans and specifications for the Client.
- b) Provide plans and specifications in .pdf format to CivCast for online bidding.
- c) Prepare the notice to bidders and submit the notice to newspaper for advertisement.
- d) Issue addenda as required.
- e) Answer contractor questions.
- f) Prepare for and conduct a pre-bid conference.
- g) Attend bid opening, prepare a tabulation of bids, and prepare a letter summarizing the bids to the Client.
- h) Prepare size (6) sets of the contract documents for execution by the contractor, receive and review such documents for completeness, and forward to the Client for review and execution.

EXHIBIT A SCOPE OF SERVICES

B. Construction Phase Services

- a) *Pre-Construction Conference*
 - a. Prepare for and attend a pre-construction conference prior to commencement of work at the site.
- b) *Visits to Site and Observation of Construction.* Kimley-Horn will make visits as directed by Client in order to observe the progress of the work. Such observations will not be exhaustive or extend to every aspect of Contractor's work. Observations will be limited to spot checking, selective measurement, and similar methods of general observation. Based on information obtained during site visits, Kimley-Horn will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and Kimley-Horn will keep Client informed of the general progress of the work. Kimley-Horn will not supervise, direct, or have control over Contractor's work, nor shall Kimley-Horn have authority to stop the Work or have responsibility for the means, methods, techniques, equipment choice and usage, schedules, or procedures of construction selected by Contractor, for safety programs incident to Contractor's work, or for any failure of Contractor to comply with any laws. Kimley-Horn does not guarantee the performance of any Contractor and has no responsibility for Contractor's failure to perform its work in accordance with the Contract Documents.
- c) *Recommendations with Respect to Defective Work.* Kimley-Horn will recommend to Client that Contractor's work be disapproved and rejected while it is in progress if, on the basis of its observations, Kimley-Horn believes that such work will not produce a completed Project that generally conforms to the Contract Documents.
- d) *Clarifications and Interpretations.* Kimley-Horn will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents. Any orders authorizing variations from the Contract Documents will be made by Client.
- e) *Change Orders.* Kimley-Horn may recommend Change Orders to the Client and will review and make recommendations related to Change Orders submitted or proposed by the Contractor.
- f) *Shop Drawings and Samples.* Kimley-Horn will review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice

EXHIBIT A SCOPE OF SERVICES

and usage, schedules, or procedures of construction or to related safety programs.

- g) *Substitutes and "or-equal."* Kimley-Horn will evaluate and determine the acceptability of substitute, or "or-equal" materials and equipment proposed by Contractor in accordance with the Contract Documents.
- h) *Disagreements between Client and Contractor.* Kimley-Horn will, if requested by Client, render written decision on all claims of Client and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents. In rendering decisions, Kimley-Horn shall be fair and not show partiality to Client or Contractor and shall not be liable in connection with any decision rendered in good faith.
- i) *Applications for Payment.* Based on its observations and on review of applications for payment and supporting documentation, Kimley-Horn will determine amounts that Kimley-Horn recommends Contractor be paid. Such recommendations will be based on Kimley-Horn's knowledge, information and belief, and will state whether in Kimley-Horn's opinion Contractor's work has progressed to the point indicated, subject to any qualifications stated in the recommendation. For unit price work, Kimley-Horn's recommendations of payment will include determinations of quantities and classifications of Contractor's work, based on observations and measurements of quantities provided with pay requests. Kimley-Horn's recommendations will not be a representation that its observations to check Contractor's work have been exhaustive, extended to every aspect of Contractor's work, or involved detailed inspections.
- j) *Substantial Completion.* Kimley-Horn will, after notice from Contractor that it considers the Work ready for its intended use, in company with Client and Contractor, conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list.
- k) *Final Notice of Acceptability of the Work.* Kimley-Horn will conduct a final site visit to determine if the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that Kimley-Horn may recommend final payment to Contractor. Accompanying the recommendation for final payment, Kimley-Horn shall also provide a notice that the Work is generally in accordance with the Contract Documents to the best of Kimley-Horn's knowledge, information, and belief based on the extent of its services and based upon information provided to Kimley-Horn

EXHIBIT A
SCOPE OF SERVICES

- l) *Record Drawings* – Prepare project “Record Drawings” based on information provided by the contractor and/or Client as to the actual field placement of the work including any changes or deletions. Consultant is not responsible for the accuracy of the information provided by the contractor and/or the Client. Consultant will provide the following deliverables:
- a. One (1) set of reproducible (22”X34”) Record Drawings
 - b. Two (2) full size Record Drawings
 - c. Three (3) half size Record Drawings
 - d. One (1) set of .pdf file Record Drawings

EXHIBIT B
PROJECT BUDGET SUMMARY

We will provide our services as expeditiously as practicable to meet a mutually agreed upon schedule

Hourly tasks values are estimates and will be invoiced according to the hourly rate schedule in effect at the time services are provided. Actual invoiced amounts for hourly tasks will be based on the effort expended.

I. Basic Services

A. Bidding Phase Services (Hourly)	<u>\$15,000.00</u>
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B. Construction Phase Services (Hourly)	<u>\$60,000.00</u>
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<i>Total Basic Services (Hourly)</i>	<u>\$75,000.00</u>
---	---------------------------

<i>Project Budget, Grand Total (Not-To-Exceed)</i>	<u>\$75,000.00</u>
---	---------------------------

EXHIBIT C
GUIDELINES FOR COMPUTER AIDED DESIGN AND DRAFTING (CADD)

1. Files shall be done in DWG/DXF format.
2. Files shall be georeferenced in the State Plane, Texas North Central FIPS 4202 (feet) coordinate system, using a datum of NAD 83 Grid.
3. If a surface adjustment factor is applied to the data, any surface adjustment factors used should be clearly documented on the drawing.
4. If submissions for the Project relate to a plat, the file submitted must match exactly the plat that is submitted for recording.
5. The file shall contain required features for the project type as detailed below:
 - a. Pre-Construction/As-Built Plans and/or Record Documents:
 - i. Layers from Final Plat Requirements as Applicable to Project Type.
 - ii. Water Utility Features.
 - iii. Sanitary Sewer Features.
 - iv. Storm Sewer Features.
6. Each required feature group should be provided as a separate layer within the file.
7. Layer names should be representative of the information contained in the layer.
8. Line work should be done per accepted industry norms.

Text should not be smaller than 0.08" on a full size sheet, and should be a font such as Simplex, Calibri, or Arial.

EXHIBIT D
CONSULTANT'S GUIDELINES FOR DIRECT EXPENSES; GENERAL AND
ADMINISTRATIVE MARKUP; TRAVEL AND SUBSISTENCE EXPENSES

- I. **CONSULTANT'S RESPONSIBILITY**. Consultant shall be solely responsible for the auditing and accuracy of all Direct Expenses, approved markup (general and/or administrative), and approved travel and/or subsistence charges, including those of its subcontractors, prior to submitting to City for reimbursement. Any over-payment by City for errors in submittals for reimbursement may be deducted from Consultant's subsequent payment(s) for services; however, this shall not be City's sole and exclusive remedy for said over-payment.

II. **GUIDELINES FOR DIRECT EXPENSES**.

- A. **Local Transportation** – Transportation in connection with the Project, when such transportation is not a function of routine performance of the duties of Consultant in connection with the Project, and when such transportation exceeds beyond fifty (50) miles from the Project site, shall be reimbursed at a standard mileage rate consistent with that as issued, and periodically revised, by the United States Internal Revenue Service (IRS). Under no circumstances shall City reimburse Consultant at a higher standard mileage rate or pay additional markup on charges for local transportation. Completion of City's Standard Mileage Log is required for submittal of these charges for reimbursement, including justification for each submitted expense.

Under no circumstances are charges associated with rental cars for local transportation eligible for reimbursement by City. Toll road subscriptions or toll plaza receipts are not reimbursable. Consultant agrees to place these standards in all subcontracts for work on the Project.

- B. **Supplies, Material, Equipment** – City shall reimburse the actual cost of other similar direct Project-related expenses, which are duly presented in advance and approved by City's Project Manager in writing.
- C. **Commercial Reproduction** – City shall reimburse the actual cost of reproductions, specifically limited to progress prints prepared for presentation to City at each phase of progress, and final Construction Documents prepared for distribution at bidding phase, provided that Consultant has duly obtained at least three (3) quotations from commercial firms and has chosen the best value for City. Consultant shall provide such documentation to City for review prior to submitting these expenses for reimbursement. Consultant agrees to place these standards in all subcontracts for work on the Project.
- D. **In-House Reproduction** – Consultant shall make arrangements with City for prior approval of in-house reproduction rates prior to submitting these expenses for reimbursement. City shall provide Consultant with a standard format for documenting these charges. Completion of City's reproduction log is required as

a prerequisite for payment, including the number or reproductions, the date, time, description, the approved standard rate, and a justification for each submitted expense for reimbursement. Consultant agrees to place these standards in all subcontracts for work on the Project.

- E. **Commercial Plotting** – City shall reimburse the actual cost of plots, specifically limited to final documents, provided Consultant has duly obtained at least three (3) quotations from commercial firms and has chosen the best value for City. Consultant shall provide such documentation to City for review prior to submitting these expenses for reimbursement. Consultant agrees to place these standards in all subcontracts for work on the Project.
- F. **In-House Plotting** – Consultant shall make arrangements with City for prior written approval of in-house plotting rates prior to submitting these charges for reimbursement. City shall provide Consultant with a standard format for documenting these charges. Completion of City's reproduction log is required as a prerequisite for payment, including the number of plots, the date, time, description, the approved standard rate, and a justification for each submitted charge for reimbursement.
- G. **Communications** – Reimbursement for expenses relating to electronic communications shall be limited to long-distance telephone or fax toll charges specifically required in the discharge of professional responsibilities related to the Project. Telephone service charges including office or cellular phones, WATTS, or Metro line services or similar charges are not reimbursable.
- H. **Postage, Mail, and Delivery Service** – City shall reimburse the actual cost of postage and delivery of Instruments of Service, provided Consultant duly considers all circumstances (including available time for assured delivery) of the required delivery and selects the best value for City, which may require comparison of delivery costs offered by three (3) or more sources or methods of delivery, which at a minimum shall include U.S. Mail. Courier service is acceptable only in circumstances requiring deadline-sensitive deliveries and not for the convenience of Consultant and/or Consultant's employees. Consultant agrees to place these standards in all subcontracts for work on the Project.
- I. **Meals and Other Related Charges** – Meals or any other related expenses are not reimbursable unless incurred outside a fifty (50) mile radius of the Project, and then only reimbursable for the actual cost subject to compliance with City's currently adopted policy. Non-allowable costs include, but are not limited to, charges for entertainment, alcoholic beverages, and gratuities.

III. GUIDELINES FOR GENERAL AND ADMINISTRATIVE MARKUP.

- A. **Requirement of Prior Approval** – Consultant may be allowed to charge a General and/or Administrative Markup on work completed if Consultant can clearly define to City specifically what costs are included in the markup calculation. To apply General and/or Administrative Markup, Consultant must also document to City what costs would be considered direct costs. City shall issue approval in writing to allow Consultant to charge General and/or Administrative Markup. City reserves the right to reject any and all requests for General and/or Administrative Markup.

IV. GUIDELINES FOR TRAVEL AND SUBSISTENCE EXPENSES.

- A. **Requirement of Prior Approval** – City shall reimburse the actual cost of travel and/or subsistence expenses upon prior written approval by City's Project Manager.
- B. **Adherence to Currently Adopted City Travel Policy** – Reimbursements shall be governed by the same travel policies provided for City employees according to current adopted policy. Prior to the event, Consultant shall request, and City's Project Manager shall provide the provisions and the restrictions that apply to out-of-town reimbursements.

EXHIBIT E
CONTRACTOR'S INSURANCE GUIDELINES

I. GENERAL INSURANCE REQUIREMENTS –

- A. All policies shall name the City of Sherman, its officers, agents, representatives and employees as additional insured as to all applicable coverage with the exception of workers compensation insurance and professional liability 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 policy endorsement(s) evidencing the required insurance shall be submitted prior to execution of the Agreement. If the Agreement is renewed or extended by City, a Certificate of Insurance and policy 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(s) is required for this Agreement.

Coverage Required		Limits
<u> X </u>	1. Worker's Compensation & Employer's Liability	▪ Statutory Limits of the State of Texas
<u> X </u>	2. General Liability	▪ Minimum \$1,000,000.00 each occurrence; ▪ Minimum \$2,000,000.00 in the aggregate
<u> </u>	3. XCU Coverage	▪ Minimum \$1,000,000.00 each occurrence; ▪ Minimum \$2,000,000.00 in the aggregate

EXHIBIT E
CONTRACTOR'S INSURANCE GUIDELINES

-
- | | | | |
|---------------|-----|---|--|
| <u> X </u> | 4. | Professional Liability | <ul style="list-style-type: none">▪ Minimum \$1,000,000.00 each claim;▪ Minimum \$2,000,000.00 in the aggregate |
|
 | | | |
| <u> X </u> | 5. | Umbrella Coverage of Excess Liability Coverage | <ul style="list-style-type: none">▪ An amount of \$2,000,000.00▪ Minimum \$2,000,000.00 in the aggregate |
|
 | | | |
| <u> X </u> | 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. | |
|
 | | | |
| <u> X </u> | 7. | General Liability Insurance provides for a Waiver of Subrogation against the 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 the City as an additional insured must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance. | |
|
 | | | |
| <u> X </u> | 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. | |
|
 | | | |
| <u> X </u> | 9. | Insurance company has a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s). | |
|
 | | | |
| <u> X </u> | 10. | The Certificate of Insurance must state the project title and bid number. | |
|
 | | | |
| <u> </u> | 11. | Other Insurance Requirements (State Below): | |

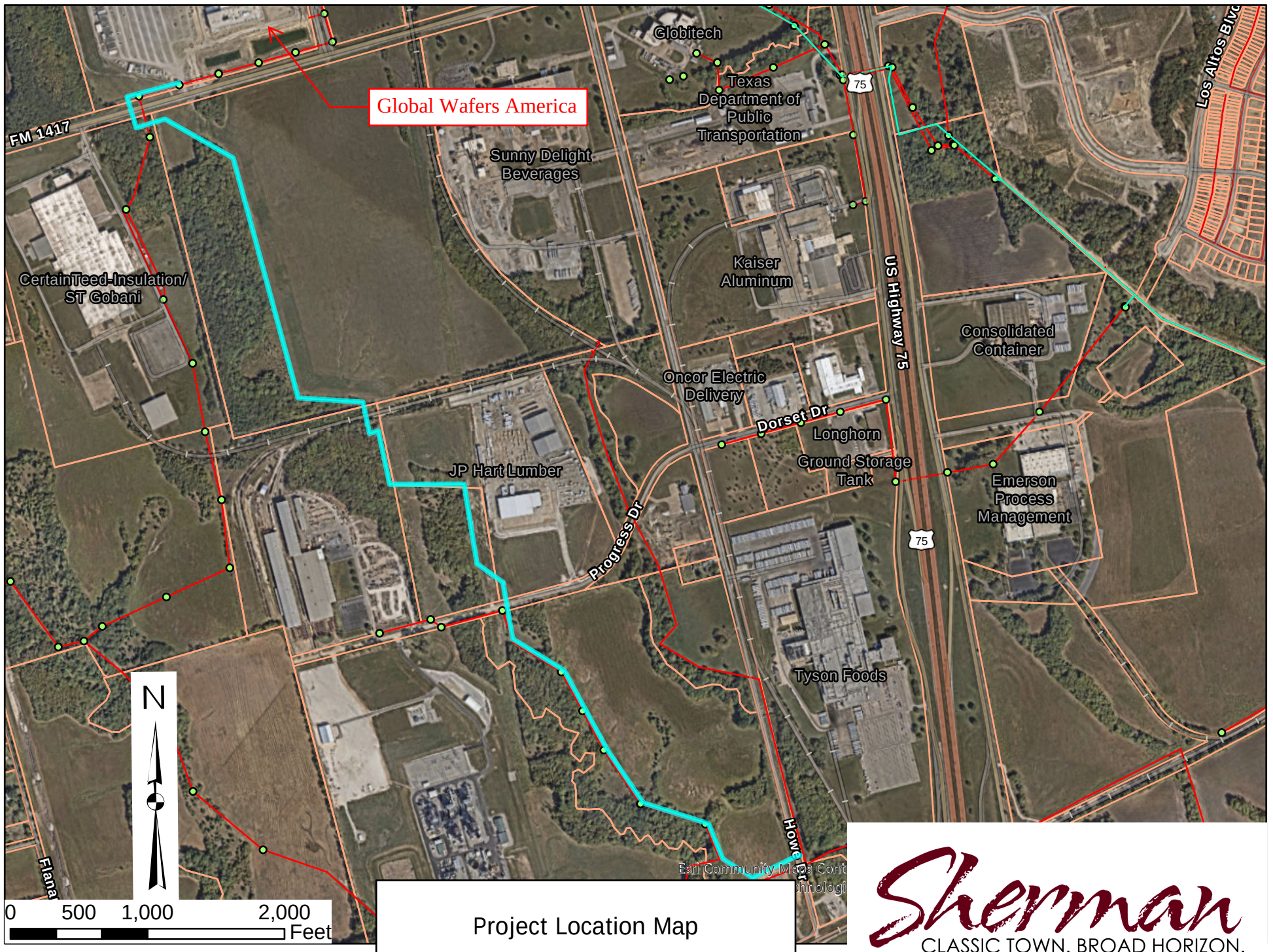
EXHIBIT F
CONFLICT OF INTEREST QUESTIONNAIRE, FORM CIQ

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
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
1 Name of vendor who has a business relationship with local governmental entity. Kimley-Horn and Associates, Inc.		Date Received
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. N/A _____ 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. N/A		
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		03/10/2025 _____ Date

Form provided by Texas Ethics Commission

www.ethics.state.tx.us

Revised 1/1/2021



Sherman
CLASSIC TOWN. BROAD HORIZON.



City Council Regular Meeting

Agenda Item No. G.3.

Meeting Date: 3/17/2025

Prepared By: Rob Rae, Developmental Services Director

Approved By: Zachary Flores, Assistant City Manager

Caption:

RESOLUTION NO. 7497

Authorizing Execution of a Professional Services Agreement with Bureau Veritas for the Plan Review and Building Inspection Services for the Sherman ISD Early Childhood Center

Issue:

To consider executing a contract for Professional Services with Bureau Veritas for the Plan Review and Building Inspection Services for Sherman ISD Early Childhood Center

Background:

Sherman ISD is planning on demolishing the existing Wakefield Elementary School located at 400 N. Sunset Blvd. and constructing a new Early Childhood Center on the same property. This agreement allows a third-party plan review and inspection firm to conduct the building plan review and inspections for this project.

Origination:

City of Sherman

Financial Consideration:

The total funding needed for this contract is \$151,916.21. This fee will be passed onto the contractor(s) responsible for the construction of the new Sherman ISD Early Childhood Center, in lieu of the building permit fee typically charged for new building construction.

Staff Recommendation:

Staff recommends awarding the bid to and authorizing execution of the contract for Professional Services to Bureau Veritas of Plano, Texas.

Alternatives:

As may be directed by the City Council

Attachments:

1. Resolution No. 7497
2. Professional Services Agreement

RESOLUTION NO. 7497

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, AUTHORIZING EXECUTING A PROFESSIONAL SERVICES AGREEMENT WITH BUREAU VERITAS FOR PLAN REVIEW AND BUILDING INSPECTION SERVICES FOR SHERMAN ISD EARLY CHILDHOOD CENTER; 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 Bureau Veritas is hereby awarded the City of Sherman's contract for plan review and building inspection services for Sherman ISD Early Childhood Center.

SECTION 2. That the City Manager is hereby authorized and directed, subject to all contract documents being completed and approved as to form and content by the City Attorney, to execute a Professional Services Agreement with Bureau Veritas for plan review and building inspection services for Sherman ISD Early Childhood Center, in the same or substantially same form as the contract documents attached hereto and incorporated herein for all purposes.

SECTION 3. 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 17th day of March 2025.

CITY OF SHERMAN, TEXAS

ATTEST:

**BY: _____
LINDA ASHBY, CITY CLERK**

**BY: _____
SHAWN TEAMANN, MAYOR**

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

**BY: _____
RYAN D. PITTMAN, CITY ATTORNEY**

**AGREEMENT BETWEEN THE CITY OF SHERMAN, TEXAS
AND BUREAU VERITAS NORTH AMERICA, INC.
FOR PROFESSIONAL SERVICES**

THIS AGREEMENT ("Agreement") is made and entered into as of the 17th day of March, 2025, by and between the City of Sherman, Texas, a home-rule municipality ("City"), and Bureau Veritas North America, Inc., ("Consultant"), to be effective from and after the date as provided above. City and Consultant are at times each referred to herein as a "party" or collectively as the "parties."

WHEREAS, City desires to engage Consultant to provide professional services for the Plan Review and Building Inspections Services for the Sherman Independent School District Early Childhood Center Project ("Project"); and

WHEREAS, Consultant desires to render such professional services ("Services") for City on the terms and conditions provided herein.

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

That for and in consideration of the covenants contained herein, for the mutual benefits to be obtained hereby and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**ARTICLE 1
CONSULTANT'S SERVICES**

- 1.1 **Employment of Consultant** – City hereby agrees to retain Consultant to perform the Services in connection with the Project. Consultant agrees to perform the Services in accordance with the terms and conditions of this Agreement. Consultant further agrees that if any employee of Consultant who is performing the day-to-day Services under this Agreement for the Project is separated, for any reason, from employment with Consultant, Consultant shall provide City with written notice thereof at least five (5) business days' prior to said separation unless circumstances reasonably warrant a shorter notice period, which shall not exceed two (2) business days following the separation.
- 1.2 **Scope of Services** – The parties agree that Consultant shall perform the Services as are set forth and described in **Exhibit A**, attached hereto, and incorporated herein by reference for all purposes ("Scope of Services"). The parties understand and agree that deviations or modifications to the Scope of Services described in **Exhibit A**, in the form of written change orders, may be authorized from time to time by City ("Change Order(s)").
 - 1.2.1 **Requirement of Written Change Order** – "Extra" work, "claims" invoiced as "extra" work or "claims" which have not been issued as a duly executed, written Change Order by the Sherman City Manager will not be authorized for payment and/or shall not become part of the subcontracts. A duly executed, written Change Order shall be preceded by the Sherman City Council's authorization for the Sherman City Manager to execute said Change Order.
 - 1.2.2 **CONSULTANT SHALL NOT PERFORM ANY "EXTRA" WORK AND/OR ADDITIONAL SERVICES WITHOUT A DULY EXECUTED, WRITTEN CHANGE ORDER ISSUED BY THE SHERMAN CITY MANAGER** – Project Managers, Superintendents and/or Inspectors of City are not authorized to issue verbal or written Change Orders.
- 1.3 **Schedule of Work** – Consultant agrees to commence work immediately on the execution of this Agreement, and to proceed diligently with said work to completion as described in the Project Budget Summary, attached hereto as **Exhibit B**, and incorporated herein by reference for all

purposes. The Consultant shall not be responsible for delays caused by the City or beyond the reasonable control of the Consultant.

- 1.4 **Standard of Care** – Consultant represents that the services, findings, recommendations and/or advice provided to City will be prepared, performed, and rendered in accordance with procedures, protocols and practices ordinarily exercised by professional's in Consultant's profession for use in similar assignments, and prepared under similar conditions at the same time and locality. City acknowledges and agrees that Consultant has made no other implied or expressed representation, warranty or condition with respect to the services, findings, recommendations or advice to be provided by Consultant pursuant to this agreement.

ARTICLE 2 CITY'S RESPONSIBILITIES

City shall do the following in a timely manner so as not to delay the Services of Consultant:

- 2.1 **Project Data** – City shall furnish required information that is reasonably requested by Consultant and that City has in its possession at the time of Consultant's request, as expeditiously as necessary for the orderly progress of the Project, and Consultant shall be entitled to rely upon the accuracy and completeness of the information furnished by City under this Article 2.1.
- 2.2 **City Project Manager** – When necessary in City's sole discretion, City shall designate a representative authorized to act on City's behalf with respect to the Project ("Project Manager"). City, the Project Manager and/or his or her authorized designee shall examine the documents submitted by Consultant and shall render any required decisions pertaining thereto as soon as practicable to avoid unreasonable delay in the progress of Consultant's Services. Consultant understands and agrees that the Project Manager and his or her authorized designee are not authorized to issue verbal or written Change Orders for "extra" work or "claims" invoiced as "extra" work.

ARTICLE 3 CONSULTANT'S COMPENSATION

- 3.1 **Compensation for Consultant's Services** – As described in "Article 1, Consultant's Services" of this Agreement, compensation for this Project shall be: (a) for Basic Services, on a lump-sum basis in an amount not to exceed One Hundred and Fifty-One Thousand, Nine Hundred and Sixteen AND 21/100 Dollars (\$151,916.21); (b) for Special Services, zero AND 0/100 Dollars (\$0); (collectively, "Consultant's Fee"); and (c) paid in accordance with this Article 3 and the Project Budget Summary as set forth in Exhibit B.
- 3.1.1 **Completion of Record Documents** – City and Consultant agree that the completion of Record Documents and/or "As-Built" Documents, including hard copy formatting and electronic formatting, shall be completed, submitted to, and accepted by City prior to payment. Completion of the Record Documents and/or "As-Built" documents shall be included in the Consultant's Fee and considered to be within the Scope of Services defined under this Agreement." The electronic formatting shall be consistent with the standards established in Exhibit C, Guidelines for Computer Aided Design and Drafting ("CADD"), which is attached hereto and incorporated herein by reference for all purposes.
- 3.1.2 **Disputes between City and Construction Contractor** – If the Project involves Consultant performing Construction Administration Services relating to an agreement between a Construction Contractor ("Contractor") and City, and on receipt of a written request by City, Consultant shall research previous and existing conditions of the Project, and make a determination whether or not to certify that sufficient cause exists for City to declare Contractor in default of the terms and conditions of the Agreement. Consultant shall submit his findings in writing to City or submit a written request for a specific

extension of time (including the basis for such extension), within fifteen (15) calendar days of receipt of the written request from City. City and Consultant agree that if requested by City, completion of this task shall be included in the Consultant's Fee and considered to be within the Scope of Services as defined under this Agreement.

- 3.1.3 **Consultation and Approval by Governmental Authorities and Franchised Utilities** – Consultant shall be responsible for identifying and analyzing the requirements of governmental agencies and all franchise utilities involved with the Project, and for consulting with such agencies and utilities to obtain all necessary approvals and/or permissions. Consultant shall be responsible for preparation and timely submittal of documents required for review, approval and/or recording by such agencies and/or utilities. Consultant shall be solely responsible for making such changes in the construction documents ("Construction Documents") as may be required by existing written standards promulgated by such agencies and/or utilities at no additional charge to City.
- 3.1.4 **Substantial Compliance with Architectural Barriers Act** – Should the Project fall within the regulatory requirements of the Texas Architectural Barriers Act, Chapter 68 of the Texas Administrative Code, as it exists or may be amended ("Barriers Act"), as solely determined by City, Consultant shall comply with the Barriers Act. As part of the Scope of Services defined in this Agreement, it is the responsibility of Consultant to identify and analyze the requirements of the Barriers Act and to become familiar with the governmental authorities having jurisdiction to approve the design of the Project.
- 3.1.4.1 **Submission of Construction Documents to TDLR** – Consultant shall mail, ship, or hand-deliver the Construction Documents to TDLR not later than five (5) calendar days after Consultant issues the Construction Documents for the Project.
- 3.1.4.2 **Completion of Registration Form to TDLR** – Consultant shall complete an Elimination of Barriers Project Registration Form ("Form") for each subject building or facility within the Scope of the Project and submit the registration form(s) along with the applicable fees not later than fourteen (14) calendar days after Consultant completes the submittal of the Construction Documents to TDLR.
- 3.1.4.3 **TDLR Approval of Construction Documents** – After review of the Construction Documents by TDLR, Consultant shall be notified in writing of the results; however, it is Consultant's responsibility to obtain TDLR's written comments. Consultant shall address all comments that prevent TDLR approval of the Construction Documents, including comments relating to conditional approval that must be addressed in the design and construction of the Project. Consultant shall resubmit Construction Documents to TDLR for review prior to the completion of construction of the Project.
- 3.1.4.4 **TDLR Project Inspection** – Consultant shall request an inspection from TDLR or a TDLR locally approved RAS no later than thirty (30) calendar days after the completion of construction of the Project. Consultant shall advise City in writing of the results of each Project inspection. City reserves the right to verify the written results with TDLR at any time during design, construction, or at the completion of the Project.
- 3.1.4.5 **Corrective Modifications following TDLR Project Inspection** – When corrective modifications to achieve substantial compliance are required, the TDLR inspector or the RAS shall provide Consultant a list of deficiencies and a deadline for completing the modifications. Consultant shall provide City with

this list within five (5) calendar days of receipt. It is the sole responsibility of Consultant to completely address the deficiencies by the stated deadline or to obtain a written notice of extension from the TDLR. When the corrective measures have been completed, Consultant shall provide the TDLR (and/or the RAS who completed the inspection) and City with written verification of the corrective measures completed.

- 3.2 **Direct Expenses** – Direct Expenses (“Direct Expenses”) are included in Consultant’s Fee as described in Article 3.1 of this Agreement and include actual reasonable and necessary expenditures made by Consultant and Consultant’s employees and subcontractors in the interest of the Project. All submitted Direct Expenses are to be within the amounts as stated in the Project Budget Summary set forth in Exhibit B, and consistent with Exhibit D, Guidelines for Direct Expenses; General and Administrative Markup; Travel and Subsistence Expenses, which is attached hereto and incorporated herein by reference for all purposes. Consultant shall be responsible for the auditing and accuracy of all Direct Expenses, including those of its subcontractors, prior to submitting to City for reimbursement. Any over-payment by City for errors in submittals for reimbursement may be deducted from Consultant’s subsequent payment for Services; provided, however, that this shall not be City’s sole and exclusive remedy for said over-payment.
- 3.3 **Additional Services** – Consultant shall provide the Services as described in the Scope of Services set forth in Exhibit A of this Agreement. If authorized in writing by City, Consultant shall provide additional services, to be compensated as provided in an Amendment to the Contract on a cost not to exceed sum or hourly basis in accordance with this paragraph (“Additional Services”) and a mutually agreed estimate of man-hours and expenses. These services may include, but are not limited to:
- 3.3.1 Additional meetings, hearings, work-sessions, or other similar presentations which are not provided for or contemplated in the Scope of Services described in Exhibit A.
- 3.3.2 Additional drafts and revisions to the Project which are not provided for or contemplated in the Scope of Services as described in Exhibit A.
- 3.3.3 Additional copies of final reports and construction plans which are not provided for or contemplated in the Scope of Services as described in Exhibit A.
- 3.3.4 Photography, professional massing models which are not provided for or contemplated in the Scope of Services as described in Exhibit A.
- 3.3.5 Compensation for Additional Services authorized by City shall be in addition to Consultant’s Fee and shall be based on direct billable labor rates and expenses.
- 3.3.6 Compensation for Additional Services authorized by City shall be in addition to Consultant’s Fee and shall be based on an hourly basis according to the following personnel rates. The rates set forth in this chart are subject to reasonable change provided prior written notice of said change is given to and approved by City.

Hourly Billable Rates by Position

<i>Name</i>	<i>Position</i>	<i>Hourly Rate</i>

- 3.4 **Invoices** – No payment to Consultant shall be made until Consultant tenders an invoice to City. Consultant shall submit monthly invoices for Services rendered, based upon the actual percentage of work complete at the time the invoice is prepared, or shall submit invoices to City immediately upon completion of each individual task listed in **Exhibit B**. On all submitted invoices for Services rendered, Consultant shall include appropriate background materials to support the submitted charges on said invoice. Such background material shall include, but is not limited to, employee timesheets, invoices for work obtained from other parties, and receipts and/or log information relating to Direct Expenses. All invoices shall provide a summary methodology for administrative markup and/or overhead charges.
- 3.5 **Timing of Payment** – City shall make payment to Consultant for said invoices within thirty (30) days following receipt and acceptance thereof. The parties agree that payment by City to Consultant is considered to be complete upon mailing of payment by City. Furthermore, the parties agree that the payment is considered to be mailed on the date that the payment is postmarked.
- 3.6 **Disputed Payment Procedures** – In the event of a disputed or contested billing by City, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. City shall notify Consultant of a disputed invoice, or portion of an invoice, in writing by the twenty-first (21st) calendar day after the date City receives the invoice. City shall provide Consultant an opportunity to cure the basis of the dispute. If a dispute is resolved in favor of Consultant, City shall proceed to process said invoice, or the disputed portion of the invoice, within the provisions of **Article 3.5** of this Agreement. If a dispute is resolved in favor of City, Consultant shall submit to City a corrected invoice, reflecting any and all payment(s) of the undisputed amounts, documenting the credited amounts, and identifying outstanding amounts on said invoice to aid City in processing payment for the remaining balance. Such revised invoice shall have a new invoice number, clearly referencing the previous submitted invoice. City agrees to exercise reasonableness in contesting any billing or portion thereof that has background materials supporting the submitted charges.
- 3.7 **Failure to Pay** – Failure of City to pay an invoice, for a reason other than on written notification as stated in the provisions of **Article 3.6** of this Agreement, to Consultant within sixty (60) days from the date of the invoice shall grant Consultant the right, in addition to any and all other rights provided, to, upon written notice to City, suspend performance under this Agreement, and such act or acts shall not be deemed a breach of this Agreement. However, Consultant shall not suspend performance under this Agreement prior to the tenth (10th) calendar day after written notice of suspension was provided to City, in accordance with Chapter 2251, Subchapter "D" of the TEX. GOV'T CODE. City shall not be required to pay any invoice submitted by Consultant if Consultant breached any provision(s) herein.
- 3.8 **Adjusted Compensation** – If the Scope of the Project ("**Scope of the Project**") or if the Services are materially changed due to no error by Consultant in the performance of Services under this Agreement, the amounts of Consultant's compensation shall be equitably adjusted as approved by City in its sole discretion. Any additional amounts paid to Consultant as a result of any material change to the Scope of the Project shall be authorized by written Change Order duly executed by both parties before the Services are performed.
- 3.9 **Project Suspension** – If the Project is suspended or abandoned in whole or in part for more than three (3) months, Consultant shall be entitled to compensation for any and all work completed to the satisfaction of City in accordance with the provisions of this Agreement prior to suspension or abandonment. In the event of such suspension or abandonment, Consultant shall deliver to City all finished or unfinished documents, data, studies, drawings, maps, models, reports, photographs and/or any other items prepared by Consultant in connection with this Agreement prior to Consultant receiving final payment. If the Project is resumed after being suspended for more than three (3) months, Consultant's compensation shall be equitably adjusted as approved by City. Any additional amounts paid to Consultant after the Project is resumed shall be agreed upon in writing by both parties before the services are performed.

ARTICLE 4 OWNERSHIP OF DOCUMENTS

- 4.1 **Documents Property of City** – The Project is the property of City, and Consultant may not use the documents, plans, data, studies, surveys, drawings, maps, models, reports, photographs and/or any materials for any other purpose not relating to the Project without City's prior written consent. City shall be furnished with such reproductions of the Project, plans, data, documents, maps, and any other information as defined in **Exhibit A**. Upon completion of the work, or any earlier termination of this Agreement under **Article 3** and/or **Article 8** of this Agreement, Consultant will revise plans, data, documents, maps, and any other information as defined in **Exhibit A** to reflect changes while working on the Project through the date of completion of the work, as solely determined by City, or the effective date of any earlier termination of this Agreement under **Article 3** and/or **Article 8** of this Agreement, and promptly furnish the same to City in an acceptable electronic format. All such reproductions shall be the property of City who may use them without Consultant's permission for any purpose relating to the Project, including, but not limited to, completion of the Project, and/or additions, alterations, modifications, and/or revisions to the Project. Any reuse of the documents not relating to the Project shall be at City's own risk.
- 4.2 **Documents Subject to Laws Regarding Public Disclosure** – Consultant acknowledges that City is a governmental entity and that all documents, plans, data, studies, surveys, drawings, maps, models, reports, photographs and/or any items prepared or furnished by Consultant (and Consultant's professional associates and/or sub-consultants) under this Agreement are instruments of service in respect of the Project and property of City. Upon completion of the Project, all of the documents, plans, data, studies, surveys, drawings, maps, models, reports, photographs and/or any items prepared or furnished by Consultant (and Consultant's professional associates and/or sub-consultants) shall thereafter be subject to the Texas Public Information Act (Chapter 552, TEX. GOV'T CODE, as amended) and any other applicable laws requiring public disclosure of the information contained in said documents.

ARTICLE 5 CONSULTANT'S INSURANCE REQUIREMENTS

- 5.1 **Required General Liability Insurance** – Consistent with the terms and provisions of **Exhibit E**, Insurance Requirements, which is attached hereto and incorporated herein by reference for all purposes, Consultant shall procure and maintain throughout the term of this Agreement, at no expense to City, a general liability insurance policy with a company that maintains a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s), and is authorized to transact business in the State of Texas, in an amount not less than One Million and 00/100 Dollars (\$1,000,000.00) for each occurrence, and Two Million and 00/100 Dollars (\$2,000,000.00) in the aggregate. Such policy shall name City, its officers, agents, representatives, and employees as additional insureds as to all applicable coverage. Such policy shall provide 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. Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. Consultant shall furnish City with certificates and required endorsement(s) evidencing such coverage prior to commencing work on the Project.
- 5.2 **Required Professional Liability Insurance** – Consistent with the terms and provisions of **Exhibit E**, Consultant shall procure and maintain throughout the term of this Agreement, at no expense to City, a professional liability (errors and omissions) insurance policy with a company that maintains a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s), and is authorized to transact business in the State of Texas, in an amount not less than One Million and 00/100 Dollars (\$1,000,000.00) for each claim, and Two Million and 00/100 Dollars (\$2,000,000.00) in the aggregate. Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. Consultant shall

furnish City with certificates and required endorsement(s) evidencing such coverage prior to commencing work on the Project.

- 5.3 **Required Workers Compensation Insurance** – Consistent with the terms and provisions of **Exhibit E**, Consultant shall procure and maintain throughout the term of this Agreement, at no expense to City, all Statutory Workers Compensation Insurance as required by the laws of the State of Texas. Such insurance policy shall be with a company that maintains a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent service(s), and is authorized to transact business in the State of Texas. Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. Consultant shall furnish City with certificates and required endorsement(s) evidencing such coverage prior to commencing work on the Project.
- 5.4 **Circumstances Requiring Umbrella Coverage or Excess Liability Coverage** – If the Project's size and scope warrant, and if identified on the checklist located in **Exhibit E**, Consultant shall procure and maintain throughout the term of this Agreement, at no expense to City, an umbrella coverage or excess liability coverage insurance policy with a company that maintains a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s), and is authorized to transact business in the State of Texas, in an amount of Two Million and 00/100 Dollars (\$2,000,000.00). Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. Consultant shall furnish City with certificates and required endorsement(s) evidencing such coverage prior to commencing work on the Project.

ARTICLE 6 CONSULTANT'S ACCOUNTING RECORDS

Records of Direct Expenses and expenses pertaining to services performed in conjunction with the Project shall be kept on the basis of generally accepted accounting principles. Invoices will be sent to City as indicated in **Article 3.4** of this Agreement. Copies of employee time sheets, receipts for direct expense items and other records of Project expenses will be included in the monthly invoices.

ARTICLE 7 AUDITS AND RECORDS/PROHIBITED INTEREST/VENDOR DISCLOSURE

Consultant agrees that at any time during normal business hours and as often as City may deem reasonably necessary, Consultant shall make available to representatives of City for examination all of its records with respect to all matters covered by this Agreement, and will permit such representatives of City to audit, examine, copy and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement, and for a period of four (4) years from the date of final settlement of this Agreement or for such other or longer period, if any, as may be required by applicable statute or other lawful requirement.

Consultant agrees that it is aware of the prohibited interest requirement of the City Charter and will abide by the same. Further, a lawful representative of Consultant shall execute the Prohibited Interest Affidavit, attached hereto as **Exhibit F**, and incorporated herein by reference for all purposes, no later than the Effective Date of this Agreement. Consultant understands and agrees that the existence of a prohibited interest during the term of this Agreement will render the Agreement voidable.

Consultant agrees that it is further aware of the vendor disclosure requirements set forth in Chapter 176, TEX. LOC. GOV'T CODE, as amended, and will abide by the same. In this connection, a lawful representative of Consultant shall execute and deliver to City the Conflict-of-Interest Questionnaire, Form CIQ, attached hereto as **Exhibit G** and incorporated herein for all purposes, no later than the Effective Date of this Agreement.

ARTICLE 8 TERMINATION OF AGREEMENT/REMEDIES

City may, upon thirty (30) days written notice to Consultant, terminate this Agreement, for any reason or no reason at all, before the termination date hereof, without prejudice to any other remedy it may have. If City terminates this Agreement due to a default of and/or breach by Consultant and the expense of finishing the Project exceeds Consultant's Fee at the time of termination, Consultant waives its right to any portion of Consultant's Fee as set forth in Article 3 of this Agreement and agrees to pay any costs over and above the fee which City is required to pay in order to finish the Project. On any default and/or breach by Consultant, City may elect not to terminate the Agreement, and in such event, it may make good the deficiency in which the default consists and deduct the costs from Consultant's Fee due Consultant as set forth in Article 3 of this Agreement. If City terminates this Agreement and Consultant is not in default of the Agreement, Consultant shall be entitled to compensation for any and all work completed to the satisfaction of City in accordance with the provisions of this Agreement prior to termination.

In the event of any termination, Consultant shall deliver to City all finished and/or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs and/or any items prepared by Consultant in connection with this Agreement prior to Consultant receiving final payment.

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.

The Consultant may terminate this Agreement for any material failure by City to comply with this Agreement, provided that the Consultant gives City thirty (30) days' prior written notice of its intention to terminate for such failure and affords to City an opportunity to cure such failure within said thirty (30) days.

ARTICLE 9 DISPUTE RESOLUTION/MEDIATION

In addition to all remedies at law, the parties may agree to attempt to resolve any controversy, claim or dispute arising out of or relating to the interpretation or performance of this Agreement, or breach thereof, by voluntary mediation to be conducted by a mutually acceptable mediator. However, if both parties do not agree to voluntarily mediate any such controversy, claim or dispute, mediation shall not be required.

In all disputes arising under this Agreement, the parties agree that the prevailing party shall be entitled to recover its reasonable attorney's fees, court costs and other legal expenses from the other party.

ARTICLE 10 INDEMNITY

CONSULTANT SHALL RELEASE, 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 ARTICLE 10) 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 (REGARDLESS OF WHETHER THE ALLEGATIONS ARE FALSE, FRAUDULENT OR GROUNDLESS), SUITS, ACTIONS, JUDGMENTS, LIENS, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEY'S FEES AND EXPENSES INCURRED IN ENFORCING THIS ARTICLE 10), THAT IN WHOLE OR IN PART ARISE OUT OF OR ARE CONNECTED WITH, OR THAT ARE ALLEGED TO HAVE ARISEN OUT OF OR CONNECTED WITH, GOODS AND/OR SERVICES PROVIDED BY CONSULTANT, ITS OFFICERS, AGENTS, REPRESENTATIVES,

EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES OR ANY OTHER THIRD PARTIES FOR WHOM CONSULTANT IS LEGALLY RESPONSIBLE (COLLECTIVELY REFERRED TO AS "CONSULTANT" FOR PURPOSES OF THIS ARTICLE 10) PURSUANT TO THIS AGREEMENT AND/OR THE NEGLIGENT, GROSSLY NEGLIGENT AND/OR INTENTIONAL WRONGFUL ACT AND/OR OMISSION OF CONSULTANT IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT, REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OR STRICT LIABILITY OF THE 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 CONSULTANT AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH THE CONSULTANT, 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. CONSULTANT IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS; PROVIDED, HOWEVER, THAT IF A COURT OF COMPETENT JURISDICTION SIGNS A JUDGMENT THAT BECOMES FINAL AND NON-APPEALABLE, DETERMINING THAT THE CITY (WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY) HAS JOINT, CONCURRENT OR SOLE NEGLIGENCE FOR THE CLAIMS IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS ("JUDGMENT"), THEN CONSULTANT IS NOT REQUIRED TO INDEMNIFY OR DEFEND CITY TO THE EXTENT OF THE NEGLIGENCE APPORTIONED TO CITY FOR EACH CAUSE(S) OF ACTION IDENTIFIED IN THE JUDGMENT. IN THE EVENT THE JUDGMENT PROVIDES THAT CITY IS JOINTLY, CONCURRENTLY OR SOLELY NEGLIGENT FOR THE CLAIMS REFERRED TO THEREIN, CITY AGREES TO REIMBURSE CONSULTANT FOR ALL REASONABLE AND NECESSARY COSTS INCURRED AND PAID BY CONSULTANT THAT ARE ATTRIBUTABLE TO CITY'S PERCENTAGE OF JOINT, CONCURRENT OR SOLE NEGLIGENCE, AS SET FORTH IN THE JUDGMENT, INCLUDING REASONABLE AND NECESSARY ATTORNEY'S FEES AND EXPENSES, WITHIN SIXTY (60) DAYS OF THE DATE THE JUDGMENT BECOMES FINAL AND NON-APPEALABLE. IF THIS AGREEMENT IS A CONTRACT FOR ENGINEERING OR ARCHITECTURAL SERVICES, THEN CONSULTANT'S INDEMNITY AND DEFENSE OBLIGATIONS UNDER THIS ARTICLE 10 ARE LIMITED BY, AND TO BE READ AS COMPLYING WITH, SECTION 271.904 OF THE TEXAS LOCAL GOVERNMENT CODE.

IN ITS SOLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY CONSULTANT 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 CONSULTANT'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF CONSULTANT'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. CONSULTANT 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 CONSULTANT FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND CONSULTANT SHALL BE LIABLE FOR ALL COSTS INCURRED BY CITY. THE RIGHTS AND OBLIGATIONS CREATED BY THIS ARTICLE SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

ARTICLE 11 NOTICES

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 facsimile; 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 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: Rob Rae, AICP
317 South Travis Street
Sherman, Texas 75090

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 Consultant, addressed to it at:

Bureau Veritas
Attention: Van Tran
1000 Jupiter Road, Suite 900
Plano, Texas, 75074
Telephone: (214) 876-6855
Email: van.tran@bureauveritas.com

ARTICLE 12 MISCELLANEOUS

- 12.1 **Complete Agreement** – This Agreement, including the exhibits hereto labeled "A" through "G," all of which are incorporated herein for all purposes, constitute the entire Agreement by and between the parties regarding the subject matter hereof and supersedes all prior and/or contemporaneous written and/or oral understandings. This Agreement may not be amended, supplemented, and/or

modified except by written agreement duly executed by both parties. The following exhibits are attached below and made a part of this Agreement:

- 12.1.1 **Exhibit A**, Scope of Services.
- 12.1.2 **Exhibit B**, Project Budget Summary.
- 12.1.3 **Exhibit C**, Guidelines for Computer Aided Design and Drafting (CADD).
- 12.1.4 **Exhibit D**, Guidelines for Direct Expenses; General and Administrative Markup; Travel and Subsistence Expenses.
- 12.1.5 **Exhibit E**, Insurance Requirements.
- 12.1.6 **Exhibit F**, Prohibited Interest Affidavit.
- 12.1.7 **Exhibit G**, Conflict of Interest Questionnaire, Form CIQ.

To the extent that **Exhibit A**, **Exhibit B**, **Exhibit C**, **Exhibit D**, **Exhibit E**, **Exhibit F** or **Exhibit G** 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**, **Exhibit E**, **Exhibit F**, **Exhibit G** or **Exhibit A** shall prevail in that order.

- 12.2 **Assignment and Subletting** – Consultant agrees that neither this Agreement nor the work to be performed hereunder will be assigned or sublet without the prior written consent of City. Consultant 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 Consultant of its full obligations to City as provided by this Agreement. All such approved work performed by assignment or subletting shall be billed through Consultant, and there shall be no third-party billing.
- 12.3 **Attorney's Fees** – If either party files any action or brings any proceeding against the other arising from this Agreement, then as between City and Consultant, 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.
- 12.4 **Successors and Assigns** – City and Consultant, and their respective partners, assigns, successors, subcontractors, executors, officers, agents, employees, representatives, and administrators are hereby bound to the terms and conditions of this Agreement.
- 12.5 **Savings/Severability** – In the event of 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.
- 12.6 **Governing Law/Venue** – This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflict of law principles. The exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Collin County, Texas.
- 12.7 **Execution/Consideration** – This Agreement is executed by the parties hereto without coercion or duress for any substantial consideration, the sufficiency of which is forever confessed.

- 12.8 **Authority** – The individuals executing this Agreement on behalf of the respective parties below represent to each other that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the other party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.
- 12.9 **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.
- 12.10 **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.
- 12.11 **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.
- 12.12 **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.
- 12.13 **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 and adopted as findings of City and the authorized representative of Consultant.
- 12.14 **Additional Representations** – Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had the opportunity to confer with its counsel.
- 12.15 **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.
- 12.16 **No Third-Party Beneficiaries** – Nothing in this Agreement shall be construed to create 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.
- 12.17 **Indemnity** – The parties agree that the Indemnity provision set forth in Article 10 of this Agreement is conspicuous and the parties have read and understood the same.
- 12.18 **Representations** – All representations and covenants made by one party to the other in this Agreement or in any certificate or other instrument delivered by one party to the other under this Agreement shall be considered to have been relied upon by the other party and will survive the satisfaction of any fees under this Agreement, regardless of any investigation made by either party.

- 12.19 **Independent Contractor** – In performing this Agreement, Consultant shall act as an independent contractor with respect to City. In no event shall this Agreement be construed as establishing a partnership, joint venture or similar relationship between the parties and nothing herein shall authorize either party to act as agent for the other. Consultant shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes and benefits with respect to all of Consultant's officers, directors, partners, employees, and representatives, who shall not be considered City employees and shall not be eligible for any employee benefit plan offered by City.
- 12.20 **Debarment/Suspension** – City is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension. City, Consultant and Consultant's subcontractors shall comply with federal and state regulations regarding debarment and suspension. Consultant shall include a statement of compliance with federal and state debarment and suspension regulations in all third-party agreements for work on the Project.
- 12.21 **Restrictions on Lobbying** – City and Consultant are prohibited from using funds awarded under the Agreement for lobbying purposes. Consultant shall include a statement of compliance with this provision in applicable procurement solicitations and third-Party agreements for work on the Project.
- 12.22 **Appropriation of Funds** – Funds are not presently budgeted for City's performance under this Agreement beyond the end of City's 2024-2025 fiscal year. City will give Consultant sixty (60) days' notice if funds for City's performance are not budgeted to continue beyond that time. City shall have no liability for payment of any money for services performed after the end of City's 2024-2025 fiscal year unless and until such funds are budgeted.
- 12.23 **Certifications Required by Texas Law** – In accordance with Chapter 2270 of the Texas Government Code (to the extent applicable), Consultant hereby certifies that Consultant 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), Consultant hereby certifies that Consultant 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), Consultant hereby certifies that Consultant 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.
- 12.24 **Reference to Consultant** – When referring to "Consultant," this Agreement shall refer to and be binding upon Consultant, 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 Consultant is legally responsible.
- 12.25 **Reference to City** – When referring to "City," 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.

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective on the date set forth in the introductory clause of this Agreement.

CITY:

City of Sherman, Texas,
a Texas home-rule municipality

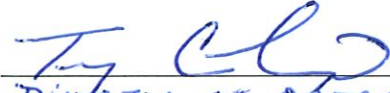
CONSULTANT:

Bureau Veritas North America, Inc.
a Delaware Corporation

By: _____

Zachary Flores, City Manager

By: _____


Director of Operations

APPROVED AS TO FORM:

Abernathy, Roeder, Boyd & Hullett, P.C.
Ryan D. Pittman, City Attorney

EXHIBIT A & B
SCOPE OF SERVICES & PROJECT BUDGET SUMMARY

**BUILDING PLAN REVIEW & INSPECTIONS FOR
SHERMAN EARLY CHILDHOOD CENTER
CITY OF SHERMAN**

JANUARY 30, 2025

BV's pricing reflects our commitment to the success of your project by helping you maintain significant quality and cost saving benefits moving forward. The below cost proposal demonstrates the fee required to conduct the Building and Fire plan review & inspections by the International Building Code (IBC) and local amendments

	BUILDING/MEP PLAN REVIEW	BUILDING/MEP INSPECTIONS	FIRE CODE REVIEW & INSPECTIONS	SITE TOTAL
Sherman Early Childhood Center	\$53,434.84	\$82,499.37	\$15,982.00	\$151,916.21
TOTAL FOR SERVICES:				\$151,916.21

This is a lump sum fee and includes all required plan reviews and/or inspections, and re-reviews and/or re-inspections, at no additional charge. All communications and inspection request/results are handled through BV's office personnel, then forwarded to the City in accordance with the City's directives. We will provide a Lead Inspector on-site to perform and coordinate the multiple required inspections with the assigned Inspection Team. We will be available after-hours and six days a week.

EXHIBIT C
GUIDELINES FOR COMPUTER AIDED DESIGN AND DRAFTING (CADD)

1. Files shall be submitted in DWG/DXF format.
2. Files shall be georeferenced in the State Plane, Texas North Central FIPS 4202 (feet) coordinate system, using a datum of NAD 83.
3. If a surface adjustment factor is applied to the data, any surface adjustment factors used should be clearly documented on the drawing.
4. If submissions for the Project relate to a plat, the file submitted must match exactly the plat that is submitted for recording.
5. The file shall contain required features for the project type as detailed below:
 - a. Pre-Construction/As-Built Plans and/or Record Documents:
 - i. Layers from Final Plat Requirements as Applicable to Project Type.
 - ii. Water Utility Features.
 - iii. Sanitary Sewer Features.
 - iv. Storm Sewer Features.
6. Each required feature group should be provided as a separate layer within the file.
7. Layer names should be representative of the information contained in the layer.
8. Line work should be continuous (e.g. no dashed lines in required layers) and complete (connecting lines should meet at corners) within the subdivision/project. Layers outside of project/subdivision boundary may be dashed in CAD data as required for Final Plats by Sherman Subdivision Ordinance Section 5.02.

EXHIBIT D
CONSULTANT'S GUIDELINES FOR DIRECT EXPENSES; GENERAL AND
ADMINISTRATIVE MARKUP; TRAVEL AND SUBSISTENCE EXPENSES

- I. **CONSULTANT'S RESPONSIBILITY.** Consultant shall be solely responsible for the auditing and accuracy of all Direct Expenses, approved markup (general and/or administrative), and approved travel and/or subsistence charges, including those of its subcontractors, prior to submitting to City for reimbursement. Any over-payment by City for errors in submittals for reimbursement may be deducted from Consultant's subsequent payment(s) for services; however, this shall not be City's sole and exclusive remedy for said over-payment.

II. **GUIDELINES FOR DIRECT EXPENSES.**

- A. **Local Transportation** – Transportation in connection with the Project, when such transportation is not a function of routine performance of the duties of Consultant in connection with the Project, and when such transportation exceeds beyond fifty (50) miles from the Project site, shall be reimbursed at a standard mileage rate consistent with that as issued, and periodically revised, by the United States Internal Revenue Service (IRS). Under no circumstances shall City reimburse Consultant at a higher standard mileage rate or pay additional markup on charges for local transportation. Completion of City's Standard Mileage Log is required for submittal of these charges for reimbursement, including justification for each submitted expense.

Under no circumstances are charges associated with rental cars for local transportation eligible for reimbursement by City. Toll road subscriptions or toll plaza receipts are not reimbursable. Consultant agrees to place these standards in all subcontracts for work on the Project.

- B. **Supplies, Material, Equipment** – City shall reimburse the actual cost of other similar direct Project-related expenses, which are duly presented in advance and approved by City's Project Manager in writing.
- C. **Commercial Reproduction** – City shall reimburse the actual cost of reproductions, specifically limited to progress prints prepared for presentation to City at each phase of progress, and final Construction Documents prepared for distribution at bidding phase, provided that Consultant has duly obtained at least three (3) quotations from commercial firms and has chosen the best value for City. Consultant shall provide such documentation to City for review prior to submitting these expenses for reimbursement. Consultant agrees to place these standards in all subcontracts for work on the Project.
- D. **In-House Reproduction** – Consultant shall make arrangements with City for prior approval of in-house reproduction rates prior to submitting these expenses for reimbursement. City shall provide Consultant with a standard format for documenting these charges. Completion of City's reproduction log is required as a prerequisite for payment, including the number or reproductions, the date, time, description, the approved standard rate, and a justification for each submitted expense for reimbursement. Consultant agrees to place these standards in all subcontracts for work on the Project.
- E. **Commercial Plotting** – City shall reimburse the actual cost of plots, specifically limited to final documents, provided Consultant has duly obtained at least three (3) quotations from commercial firms and has chosen the best value for City. Consultant shall provide such documentation to City for review prior to submitting these expenses for reimbursement. Consultant agrees to place these standards in all subcontracts for work on the Project.

EXHIBIT D
CONSULTANT'S GUIDELINES FOR DIRECT EXPENSES; GENERAL AND
ADMINISTRATIVE MARKUP; TRAVEL AND SUBSISTENCE EXPENSES

- F. **In-House Plotting** – Consultant shall make arrangements with City for prior written approval of in-house plotting rates prior to submitting these charges for reimbursement. City shall provide Consultant with a standard format for documenting these charges. Completion of City's reproduction log is required as a prerequisite for payment, including the number of plots, the date, time, description, the approved standard rate, and a justification for each submitted charge for reimbursement.
- G. **Communications** – Reimbursement for expenses relating to electronic communications shall be limited to long-distance telephone or fax toll charges specifically required in the discharge of professional responsibilities related to the Project. Telephone service charges including office or cellular phones, WATTS, or Metro line services or similar charges are not reimbursable.
- H. **Postage, Mail, and Delivery Service** – City shall reimburse the actual cost of postage and delivery of Instruments of Service, provided Consultant duly considers all circumstances (including available time for assured delivery) of the required delivery and selects the best value for City, which may require comparison of delivery costs offered by three (3) or more sources or methods of delivery, which at a minimum shall include U.S. Mail. Courier service is acceptable only in circumstances requiring deadline-sensitive deliveries and not for the convenience of Consultant and/or Consultant's employees. Consultant agrees to place these standards in all subcontracts for work on the Project.
- I. **Meals and Other Related Charges** – Meals or any other related expenses are not reimbursable unless incurred outside a fifty (50) mile radius of the Project, and then only reimbursable for the actual cost subject to compliance with City's currently adopted policy. Non-allowable costs include, but are not limited to, charges for entertainment, alcoholic beverages, and gratuities.

III. GUIDELINES FOR GENERAL AND ADMINISTRATIVE MARKUP.

- A. **Requirement of Prior Approval** – Consultant may be allowed to charge a General and/or Administrative Markup on work completed if Consultant can clearly define to City specifically what costs are included in the markup calculation. To apply General and/or Administrative Markup, Consultant must also document to City what costs would be considered direct costs. City shall issue approval in writing to allow Consultant to charge General and/or Administrative Markup. City reserves the right to reject any and all requests for General and/or Administrative Markup.

IV. GUIDELINES FOR TRAVEL AND SUBSISTENCE EXPENSES.

- A. **Requirement of Prior Approval** – City shall reimburse the actual cost of travel and/or subsistence expenses upon prior written approval by City's Project Manager.
- B. **Adherence to Currently Adopted City Travel Policy** – Reimbursements shall be governed by the same travel policies provided for City employees according to current adopted policy. Prior to the event, Consultant shall request, and City's Project Manager shall provide the provisions and the restrictions that apply to out-of-town reimbursements.

EXHIBIT E INSURANCE REQUIREMENTS

I. GENERAL INSURANCE REQUIREMENTS –

1. All policies shall name the City of Sherman, its officers, agents, representatives, and employees as additional insured as to all applicable coverage with the exception of workers compensation insurance and professional liability insurance.
2. Such policies shall require the provision of written notice to City in accordance with policy provisions for cancellation, non-renewal, or material modification of any policies, evidenced by return receipt or United States Certified Mail.
3. 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 policy endorsement(s) evidencing the required insurance shall be submitted prior to execution of the Agreement. If the Agreement is renewed or extended by City, a Certificate of Insurance and policy 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(s) is required for this Agreement.

Coverage Required		Limits
<u> X </u>	1. Worker's Compensation & Employer's Liability	▪ Statutory Limits of the State of Texas
<u> X </u>	2. General Liability	▪ Minimum \$1,000,000.00 each occurrence. ▪ Minimum \$2,000,000.00 in the aggregate.
<u> </u>	3. XCU Coverage	▪ Minimum \$1,000,000.00 each occurrence. ▪ Minimum \$2,000,000.00 in the aggregate.

EXHIBIT E
INSURANCE REQUIREMENTS

-
- | | | | |
|--------------|-----|---|---|
| <u> X </u> | 4. | Professional Liability | <ul style="list-style-type: none">▪ Minimum \$ 1,000,000.00 each claim.▪ Minimum \$ 2,000,000.00 in the aggregate. |
| <hr/> | | | |
| ___ | 5. | Umbrella Coverage or Excess Liability Coverage | <ul style="list-style-type: none">▪ An amount of \$ 2,000,000.00. |
| <hr/> | | | |
| <u> X </u> | 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. | |
| <u> X </u> | 7. | General Liability Insurance provides for a Waiver of Subrogation against the 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 the City as an additional insured must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance. | |
| <u> X </u> | 8. | Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. | |
| <u> X </u> | 9. | Insurance company has a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s). | |
| <u> X </u> | 10. | The Certificate of Insurance must state the project title and bid number. | |
| ___ | 11. | Other Insurance Requirements (State Below): | |

THE STATE OF TEXAS §
THE COUNTY OF _____ §

I, _____, a member of the Consultant team, make this affidavit and hereby on 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 on the Project (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 (\$25,000.00) 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 (\$25,000.00).
- ☐ A relative of mine has substantial interest in the business entity or property that would be affected by my business decision of the public body of 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 of the TEX. GOV'T CODE, 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 Texas

EXHIBIT G
CONFLICT OF INTEREST QUESTIONNAIRE, FORM CIQ

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
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



City Council Regular Meeting

Agenda Item No. G.4.

Meeting Date: 3/17/2025

Prepared By: Theresa Hutchinson, Park & Recreation Manager

Approved By: Zachary Flores, Assistant City Manager

Caption:

RESOLUTION NO. 7498

Authorizing Execution of a Professional Services Agreement with CEI Engineering, Inc. for the Design of the Old Settlers Park Pickleball Courts

Issue:

Authorizing Execution of a Professional Services Agreement with CEI Engineering, Inc. for the Design of the Old Settlers Park Pickleball Courts.

Background:

CEI, Inc is uniquely qualified to provide design services for this project due to their specialized expertise in Parks and Trails, offering a comprehensive service at a competitive cost that aligns with industry standards. Their prior collaboration with staff on the City's Open Space, Parks, and Trails Master Plans ensures they possess an in-depth understanding of the City's vision and specific needs, making them the best choice for this initiative. The proposed addition of Pickleball Courts and additional parking at Old Settlers Park marks a significant advancement in our continuous efforts to enhance the quality and inclusivity of Sherman's park system. By investing in these upgrades, we are not only aligning with the strategic goals of our Parks, Recreation, and Open Space Master Plan, but we also reaffirm our commitment to providing exceptional recreational spaces for all members of our community.

Old Settlers Park is a notable regional park located on the east side of Sherman, making it a prime candidate for improvements. The introduction of Pickleball Courts and the accompanying parking facilities is anticipated to greatly enhance the diverse recreational interests of our community.

CEI, Inc. and City Staff have met over the last several months to discuss the renovation of Old Settlers Park. Conceptual plans and preliminary cost estimates were prepared for discussion and to determine the scope of services. The following program elements for the park is outlined below:

- (2) Pickle Ball Courts
- Shade Structures
- Court Lighting
- Pickle Ball Court Parking
- Access Drives
- Sidewalks

Funding for design services totaling \$90,309.20 has been secured for this project as part of the fiscal year 2023-24 Capital Improvement Program, demonstrating the City's unwavering commitment to enhancing recreational opportunities for all residents.

Origination:

Parks and Recreation Department

Financial Consideration:

The cost of the design services is \$90,309.20. Funding was approved as part of the fiscal year 2023-24 Capital Improvement Program.

Staff Recommendation:

It is recommended that the City Council approve the proposed agreement.

Alternatives:

As directed by the City Council.

Attachments:

1. Resolution No. 7498
2. OSP Professional Services Agreement Signed
3. Preliminary Cost Estimate - Old Settlers Park
4. Old Settlers Map

RESOLUTION NO. 7498

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH CEI ENGINEERING, INC. FOR THE DESIGN OF THE OLD SETTLERS PARK PICKLEBALL COURTS; 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 Professional Services Agreement with CEI Engineering, Inc. for the Design of the Old Settlers Park Pickleball Courts, 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 17th day of March 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
BETWEEN
THE CITY OF SHERMAN, TEXAS AND
CEI ENGINEERING ASSOCIATES, INC
FOR
PROFESSIONAL SERVICES

Made as of the _____ day of _____, 2025:

Between City: **The City of Sherman, Texas**
 220 W. Mulberry Street
 Sherman, Texas 75090
 Telephone: (903) 892-7208

and Consultant: **CEI Engineering Associates, Inc.**
 3030 LBJ Freeway, Suite 100
 Dallas, TX 75234
 Telephone: (972) 488-3737

for the following Project: **Old Settlers Park Pickleball & Parking Project**

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Sherman, Texas, a home-rule municipality ("City"), and CEI Engineering Associates, Inc, an Arkansas Corporation ("Consultant"), to be effective from and after the date as provided above. City and Consultant are at times each referred to herein as a "party" or collectively as the "parties."

WHEREAS, City desires to engage Consultant to provide professional services for the Old Settlers Park Pickleball & Parking Project ("Project"); and

WHEREAS, Consultant desires to render such professional services ("Services") for City on the terms and conditions provided herein.

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

That for and in consideration of the covenants contained herein, for the mutual benefits to be obtained hereby and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1 CONSULTANT'S SERVICES

- 1.1 **Employment of Consultant** – City hereby agrees to retain Consultant to perform the Services in connection with the Project. Consultant agrees to perform the Services in accordance with the terms and conditions of this Agreement. Consultant further agrees that if any employee of Consultant who is performing the day-to-day Services under this Agreement for the Project is separated, for any reason, from employment with Consultant, Consultant shall provide City with written notice thereof at least five (5) business days' prior to said separation unless circumstances reasonably warrant a shorter notice period, which shall not exceed two (2) business days following the separation.
- 1.2 **Scope of Services** – The parties agree that Consultant shall perform the Services as are set forth and described in **Exhibit A**, attached hereto and incorporated herein by reference for all purposes ("**Scope of Services**"). The parties understand and agree that deviations or modifications to the Scope of Services described in **Exhibit A**, in the form of a written amendment to this Agreement, may be authorized from time to time by City ("**Amendment**").
- 1.2.1 **Requirement of Written Amendment** – "Extra" work, "claims" invoiced as "extra" work or "claims" which have not been issued as a duly executed, written Amendment by the Sherman Director of Engineering or designee will not be authorized for payment and/or shall not become part of this Agreement. A duly executed, written Amendment requiring additional funding of \$50,000 or more of the original contract amount shall be preceded by the Sherman City Council's authorization for the Sherman City Manager to execute said Amendment.
- 1.2.2 **CONSULTANT SHALL NOT PERFORM ANY "EXTRA" WORK AND/OR ADDITIONAL SERVICES WITHOUT A DULY EXECUTED, WRITTEN AMENDMENT ISSUED BY THE CITY.**
- 1.3 **Schedule of Work** – Consultant agrees to commence work immediately on the execution of this Agreement, and to proceed diligently with said work to completion as described in the Project Engineering Budget Summary, attached hereto as **Exhibit B** and incorporated herein by reference for all purposes.
- 1.4 **Standard of Care** – Consultant shall perform the Services required hereunder in accordance with the prevailing engineering standard of care by exercising the skill and care ordinarily utilized by engineers performing the same or similar services under the same or similar circumstances in the State of Texas.

ARTICLE 2 CITY'S RESPONSIBILITIES

City shall do the following in a timely manner so as not to delay the Services of Consultant:

- 2.1 **Project Data** – City shall furnish required information that is reasonably requested by Consultant and that City has in its possession at the time of Consultant's request, as expeditiously as necessary for the orderly progress of the Project, and Consultant shall be entitled to rely upon the accuracy and completeness of the information furnished by City under this Article 2.1.
- 2.2 **City Project Manager** – When necessary in City's sole discretion, City shall designate a representative authorized to act on City's behalf with respect to the Project ("Project Manager"). City, the Project Manager and/or his or her authorized designee shall examine the documents submitted by Consultant and shall render any required decisions pertaining thereto as soon as practicable to avoid unreasonable delay in the progress of Consultant's Services.

ARTICLE 3 CONSULTANT'S COMPENSATION

- 3.1 **Compensation for Consultant's Services** – As described in "Article 1, Consultant's Services" of this Agreement, compensation for this Project shall be:
(a) for Basic Services, on a Lump Sum basis in an amount not to exceed **Eighty-Five Thousand Two Hundred One Dollars and Twenty Cents (\$85,201.20)**; and
(b) for Special Services, in an amount not to exceed **Five Thousand One Hundred Eight Dollars (\$5,108.00)** (collectively, "Consultant's Fee"); and (c) paid in accordance with this Article 3 and the Project Engineering Budget Summary as set forth in **Exhibit B**.
 - 3.1.1 **Completion of Record Documents** – City and Consultant agree that the completion of Record Documents and/or "As-Built" Documents, including hard copy formatting and electronic formatting, shall be completed, submitted to, and accepted by City prior to payment. Completion of the Record Documents and/or "As-Built" documents shall be included in the Consultant's Fee and considered to be within the Scope of Services defined under this Agreement." The electronic formatting shall be consistent with the standards established in **Exhibit C**, Guidelines for Computer Aided Design and Drafting ("CADD"), which is attached hereto and incorporated herein by reference for all purposes.
 - 3.1.2 **Disputes between City and Construction Contractor** – If the Project involves Consultant performing Construction Administration Services relating to an agreement between a Construction Contractor ("Contractor") and City, and on receipt of a written request by City, Consultant shall research previous and existing conditions of the Project, and make a determination whether or not to certify that sufficient cause exists for City to

declare Contractor in default of the terms and conditions of the Agreement. Consultant shall submit his findings in writing to City, or submit a written request for a specific extension of time (including the basis for such extension), within fifteen (15) calendar days of receipt of the written request from City. City and Consultant agree that if requested by City, completion of this task shall be included in the Consultant's Fee and considered to be within the Scope of Services as defined under this Agreement.

3.1.3 Consultation and Approval by Governmental Authorities and Franchised Utilities

– Consultant shall be solely responsible for identifying and analyzing the requirements of governmental agencies and all franchise utilities involved with the Project, and for consulting with such agencies and utilities to obtain all necessary approvals and/or permissions. Consultant shall be responsible for preparation and timely submittal of documents required for review, approval and/or recording by such agencies and/or utilities. Consultant shall be solely responsible for making such changes in the construction documents ("Construction Documents") as may be required by existing written standards promulgated by such agencies and/or utilities at no additional charge to City.

3.1.4 Substantial Compliance with Architectural Barriers Act – Should the Project fall within the regulatory requirements of the Texas Architectural Barriers Act, Chapter 68 of the Texas Administrative Code, as it exists or may be amended ("Barriers Act"), as solely determined by City, Consultant shall comply with the Barriers Act. As part of the Scope of Services defined in this Agreement, it is the sole responsibility of Consultant to identify and analyze the requirements of the Barriers Act and to become familiar with the governmental authorities having jurisdiction to approve the design of the Project. Consultant shall consult with such authorities to obtain approval for the Project. As part of the Services provided under Consultant's Fee, Consultant shall obtain the Notice of Substantial Compliance for the Project from the Texas Department of Licensing and Regulation ("TDLR"). Consultant shall, without additional compensation, immediately correct any errors, omissions, or deficiencies in the design services and/or construction documents identified by TDLR and/or a Registered Accessibility Specialist ("RAS") at any phase of the Project, either by review of the Construction Documents or inspection of the Project at the commencement of construction, during the construction of the Project or at the completion of construction.

3.1.4.1 Submission of Construction Documents to TDLR – Consultant shall mail, ship or hand-deliver the Construction Documents to TDLR not later than five (5) calendar days after Consultant issues the Construction Documents for the Project.

3.1.4.2 Completion of Registration Form to TDLR – Consultant shall complete an Elimination of Barriers Project Registration Form

(“Form”) for each subject building or facility within the Scope of the Project, and submit the registration form(s) along with the applicable fees not later than fourteen (14) calendar days after Consultant completes the submittal of the Construction Documents to TDLR.

3.1.4.3 **TDLR Approval of Construction Documents** – After review of the Construction Documents by TDLR, Consultant will be notified in writing of the results; however, it is Consultant’s responsibility to obtain TDLR’s written comments. Consultant shall address all comments that prevent TDLR approval of the Construction Documents, including comments relating to conditional approval that must be addressed in the design and construction of the Project. Consultant shall resubmit Construction Documents to TDLR for review prior to the completion of construction of the Project.

3.1.4.4 **TDLR Project Inspection** – Consultant shall request an inspection from TDLR or a TDLR locally approved RAS no later than thirty (30) calendar days after the completion of construction of the Project. Consultant shall advise City in writing of the results of each Project inspection. City reserves the right to verify the written results with TDLR at any time during design, construction, or at the completion of the Project.

3.1.4.5 **Corrective Modifications following TDLR Project Inspection** – When corrective modifications to achieve substantial compliance are required, the TDLR inspector or the RAS shall provide Consultant a list of deficiencies and a deadline for completing the modifications. Consultant shall provide City with this list within five (5) calendar days of receipt. It is the sole responsibility of Consultant to completely address the deficiencies by the stated deadline or to obtain a written notice of extension from the TDLR. When the corrective measures have been completed, Consultant shall provide the TDLR (and/or the RAS who completed the inspection) and City with written verification of the corrective measures completed

3.2 **Direct Expenses** – Direct Expenses (“Direct Expenses”) are included in Consultant’s Fee as described in Article 3.1 of this Agreement and include actual reasonable and necessary expenditures made by Consultant and Consultant’s employees and subcontractors in the interest of the Project. All submitted Direct Expenses are to be within the amounts as stated in the Project Engineering Budget Summary set forth in **Exhibit B**, and consistent with **Exhibit D**, Guidelines for Direct Expenses; General and Administrative Markup; Travel and Subsistence Expenses, which is attached hereto and incorporated herein by reference for all purposes. Consultant shall be solely responsible for the auditing and accuracy of all Direct Expenses, including those of its subcontractors, prior to submitting to City for reimbursement. Any over-payment by City for errors in submittals for

reimbursement may be deducted from Consultant's subsequent payment for Services; provided, however, that this shall not be City's sole and exclusive remedy for said over-payment.

3.3 **Additional Services** – Consultant shall provide the Services as described in the Scope of Services set forth in **Exhibit A** of this Agreement. If authorized in writing by City, Consultant shall provide additional services, to be compensated as provided in an Amendment to this Agreement on a cost not to exceed sum or hourly basis in accordance with this paragraph ("**Additional Services**") and a mutually agreed estimate of man-hours and expenses. These services may include, but are not limited to:

3.3.1 Additional meetings, hearings, work-sessions or other similar presentations which are not provided for or contemplated in the Scope of Services described in **Exhibit A**.

3.3.2 Additional drafts and revisions to the Project which are not provided for or contemplated in the Scope of Services as described in **Exhibit A**.

3.3.3 Additional copies of final reports and construction plans which are not provided for or contemplated in the Scope of Services as described in **Exhibit A**.

3.3.4 Photography, professional massing models which are not provided for or contemplated in the Scope of Services as described in **Exhibit A**.

3.3.5 Compensation for Additional Services authorized by City shall be in addition to Consultant's Fee and shall be based on direct billable labor rates and expenses.

3.3.6 Compensation for Additional Services authorized by City shall be in addition to Consultant's Fee and shall be based on an hourly basis according to the following personnel rates. The rates set forth in this chart are subject to reasonable change provided prior written notice of said change is given to and approved by City.

Hourly Billable Rates by Position

Position	Hourly Rate
Officer/Branch Manager	\$235.00
Department Manager	\$215.00
Client Sector Leader	\$205.00
Senior Project Manager	\$195.00
Program Manager	\$190.00
Project Manager	\$175.00

Assistant Project Manager	\$140.00
Senior Project Engineer	\$190.00
Project Engineer	\$165.00
Assistant Project Engineer	\$135.00
Civil Designer	\$125.00
Registered Landscape Architect	\$160.00
Lead Landscape Designer	\$130.00
Landscape Designer	\$125.00
Project Surveyor	\$165.00
Assistant Project Surveyor	\$130.00
Survey Project Manager	\$160.00
Assistant Project Survey Manager	\$130.00
Sr. Survey Party Chief	\$120.00
Survey Party Chief	\$ 95.00
Survey Technician	\$105.00
Field Specialist	\$ 85.00
Senior Project Designer	\$150.00
Project Designer	\$130.00
CAD Designer	\$105.00
CAD Technician	\$ 90.00
Construction Observer	\$110.00
Land Acquisition Manager	\$150.00
Land Acquisition Agent	\$130.00
Project Coordinator	\$120.00
Program Assistant	\$ 90.00
Administrative Assistant	\$ 75.00

- 3.4 **Invoices** – No payment to Consultant shall be made until Consultant tenders an invoice to City. Consultant shall submit monthly invoices for Services rendered, based upon the actual percentage of work complete at the time the invoice is prepared, or shall submit invoices to City immediately upon completion of each individual task listed in **Exhibit B**. On all submitted invoices for Services rendered, Consultant shall include appropriate background materials to support the submitted charges on said invoice. Upon request, such background material may include, but is not limited to, employee timesheets, invoices for work obtained from other parties, and receipts and/or log information relating to Direct Expenses. All invoices shall provide a summary methodology for administrative markup and/or overhead charges.
- 3.5 **Timing of Payment** – City shall make payment to Consultant for said invoices within thirty (30) days following receipt and acceptance thereof. The parties agree that payment by City to Consultant is considered to be complete upon mailing of payment by City. Furthermore, the parties agree that the payment is considered to be mailed on the date that the payment is postmarked.

- 3.6 **Disputed Payment Procedures** – In the event of a disputed or contested billing by City, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. City shall notify Consultant of a disputed invoice, or portion of an invoice, in writing by the twenty-first (21st) calendar day after the date City receives the invoice. City shall provide Consultant an opportunity to cure the basis of the dispute. If a dispute is resolved in favor of Consultant, City shall proceed to process said invoice, or the disputed portion of the invoice, within the provisions of Article 3.5 of this Agreement. If a dispute is resolved in favor of City, Consultant shall submit to City a corrected invoice, reflecting any and all payment(s) of the undisputed amounts, documenting the credited amounts, and identifying outstanding amounts on said invoice to aid City in processing payment for the remaining balance. Such revised invoice shall have a new invoice number, clearly referencing the previous submitted invoice. City agrees to exercise reasonableness in contesting any billing or portion thereof that has background materials supporting the submitted charges.
- 3.7 **Failure to Pay** – Failure of City to pay an invoice, for a reason other than on written notification as stated in the provisions of Article 3.6 of this Agreement, to Consultant within sixty (60) days from the date of the invoice shall grant Consultant the right, in addition to any and all other rights provided, to, upon written notice to City, suspend performance under this Agreement, and such act or acts shall not be deemed a breach of this Agreement. However, Consultant shall not suspend performance under this Agreement prior to the tenth (10th) calendar day after written notice of suspension was provided to City, in accordance with Chapter 2251, Subchapter “D” of the TEX. GOV’T CODE. City shall not be required to pay any invoice submitted by Consultant if Consultant breached any provision(s) herein.
- 3.8 **Adjusted Compensation** – If the Scope of the Project (“Scope of the Project”) or if the Services are materially changed due to no error by Consultant in the performance of Services under this Agreement, the amounts of Consultant’s compensation shall be equitably adjusted as approved by City in its sole discretion. Any additional amounts paid to Consultant as a result of any material change to the Scope of the Project shall be authorized by written Change Order duly executed by both parties before the Services are performed.
- 3.9 **Project Suspension** – If the Project is suspended or abandoned in whole or in part for more than three (3) months, Consultant shall be entitled to compensation for any and all work completed to the satisfaction of City in accordance with the provisions of this Agreement prior to suspension or abandonment. In the event of such suspension or abandonment, Consultant shall deliver to City all finished or unfinished documents, data, studies, drawings, maps, models, reports, photographs and/or any other items prepared by Consultant in connection with this Agreement prior to Consultant receiving final payment. If the Project is resumed after being suspended for more than three (3) months, Consultant’s compensation shall be equitably adjusted as approved by City. Any additional amounts paid to Consultant after the Project is resumed shall be agreed upon in writing by both

parties before the services are performed

- 3.10 **Fixed Budget Limit for Construction Cost** – If a fixed budget limit for the Construction Cost has been established, the Consultant shall be permitted to make reasonable adjustments in the scope of the Project and to include alternate bid items in the Bid Proposal to adjust the Construction Cost to the fixed limit. However, this paragraph shall not operate to increase the fixed budget limit of the Construction Cost established in this Agreement. All adjustments in the Scope of the Project shall be approved by the City and documented in writing. Should the lowest bona fide bid for construction of the Project be in excess of 130% of \$826,081.20 due to the negligence or other fault of the Consultant, the City may (1) give written approval of an increase in such fixed limit, (2) authorize rebidding or re-negotiating of the Project, (3) terminate the Project and this Agreement in accordance herewith, or (4), require that the Consultant adjust the Project scope or quality, or both, as necessary to reduce the Construction Cost to within the budgetary constraints. In the case of (4) the Consultant, without additional charge to the City, shall consult with the City and shall revise and modify the drawings and specifications as necessary to achieve compliance with the fixed limitation on Construction Cost. These revisions and modifications may include splitting the Project into multiple Construction Phases that will fall within budget constraints. The Consultant shall provide the services defined in Exhibit A, as required, for each of the new phases created by splitting the Project.

ARTICLE 4 OWNERSHIP OF DOCUMENTS

- 4.1 **Documents Property of City** – The Project is the property of City, and Consultant may not use the documents, plans, data, studies, surveys, drawings, maps, models, reports, photographs and/or any materials for any other purpose not relating to the Project without City's prior written consent. City shall be furnished with such reproductions of the Project, plans, data, documents, maps, and any other information as defined in **Exhibit A**. Upon completion of the work, or any earlier termination of this Agreement under **Article 3** and/or **Article 8** of this Agreement, Consultant will revise plans, data, documents, maps, and any other information as defined in **Exhibit A** to reflect changes while working on the Project through the date of completion of the work, as solely determined by City, or the effective date of any earlier termination of this Agreement under **Article 3** and/or **Article 8** of this Agreement, and promptly furnish the same to City in an acceptable electronic format. All such reproductions shall be the property of City who may use them without Consultant's permission for any purpose relating to the Project, including, but not limited to, completion of the Project, and/or additions, alterations, modifications, and/or revisions to the Project. Any reuse of the documents not relating to the Project shall be at City's own risk.
- 4.2 **Documents Subject to Laws Regarding Public Disclosure** – Consultant acknowledges that City is a governmental entity and that all documents, plans,

data, studies, surveys, drawings, maps, models, reports, photographs and/or any items prepared or furnished by Consultant (and Consultant's professional associates and/or sub-consultants) under this Agreement are instruments of service in respect of the Project and property of City. Upon completion of the Project, all of the documents, plans, data, studies, surveys, drawings, maps, models, reports, photographs and/or any items prepared or furnished by Consultant (and Consultant's professional associates and/or sub-consultants) shall thereafter be subject to the Texas Public Information Act (Chapter 552, TEX. GOV'T CODE, as amended) and any other applicable laws requiring public disclosure of the information contained in said documents.

ARTICLE 5 CONSULTANT'S INSURANCE REQUIREMENTS

- 5.1 **Required General Liability Insurance** – Consistent with the terms and provisions of **Exhibit E**, Contractor Insurance Guidelines, which is attached hereto and incorporated herein by reference for all purposes, Consultant shall procure and maintain throughout the term of this Agreement, at no expense to City, a general liability insurance policy with a company that maintains a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s), and is authorized to transact business in the State of Texas, in an amount not less than One Million and 00/100 Dollars (\$1,000,000.00) for each occurrence, and Two Million and 00/100 Dollars (\$2,000,000.00) in the aggregate. Such policy shall name City, its officers, agents, representatives, and employees as additional insureds as to all applicable coverage. Such policy shall provide 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. Such policy 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. Consultant shall furnish City with certificates and required endorsement(s) evidencing such coverage prior to commencing work on the Project.
- 5.2 **Required Professional Liability Insurance** – Consistent with the terms and provisions of **Exhibit E**, Consultant shall procure and maintain throughout the term of this Agreement, at no expense to City, a professional liability (errors and omissions) insurance policy with a company that maintains a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s), and is authorized to transact business in the State of Texas, in an amount not less than One Million and 00/100 Dollars (\$1,000,000.00) for each claim, and Two Million and 00/100 Dollars (\$2,000,000.00) in the aggregate. Such policy 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. Consultant shall furnish City with certificates and required endorsement(s) evidencing such coverage prior to commencing work on the Project.

- 5.3 **Required Workers Compensation Insurance** – Consistent with the terms and provisions of **Exhibit E**, Consultant shall procure and maintain throughout the term of this Agreement, at no expense to City, all Statutory Workers Compensation Insurance as required by the laws of the State of Texas. Such insurance policy shall be with a company that maintains a minimum rating of “A” by A.M. Best’s Key Rating Guide, or other equivalent service(s), and is authorized to transact business in the State of Texas. Such policy 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. Consultant shall furnish City with certificates and required endorsement(s) evidencing such coverage prior to commencing work on the Project.
- 5.4 **Circumstances Requiring Umbrella Coverage or Excess Liability Coverage** – If the Project’s size and scope warrant, and if identified on the checklist located in **Exhibit E**, Consultant shall procure and maintain throughout the term of this Agreement, at no expense to City, an umbrella coverage or excess liability coverage insurance policy with a company that maintains a minimum rating of “A” by A.M. Best’s Key Rating Guide, or other equivalent rating service(s), and is authorized to transact business in the State of Texas, in an amount of Two Million and 00/100 Dollars (\$2,000,000.00). Such policy 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. Consultant shall furnish City with certificates and required endorsement(s) evidencing such coverage prior to commencing work on the Project.

ARTICLE 6 CONSULTANT’S ACCOUNTING RECORDS

Records of Direct Expenses and expenses pertaining to services performed in conjunction with the Project shall be kept on the basis of generally accepted accounting principles. Invoices will be sent to City as indicated in Article 3.4 of this Agreement. Copies of employee time sheets, receipts for direct expense items and other records of Project expenses will be made available if requested.

ARTICLE 7

AUDITS AND RECORDS/VENDOR DISCLOSURE

Consultant agrees that at any time during normal business hours and as often as City may deem necessary, Consultant shall make available to representatives of City for examination all of its records with respect to all matters covered by this Agreement, and will permit such representatives of City to audit, examine, copy and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement, and for a period of four (4) years from the date of final settlement of this Agreement or for such other or longer period, if any, as may be required by applicable statute or other lawful requirement.

Consultant agrees that it is further aware of the vendor disclosure requirements set forth in Chapter 176, TEX. LOC. GOV'T CODE, as amended, and will abide by the same. In this connection, a lawful representative of Consultant shall execute and deliver to City the Conflict of Interest Questionnaire, Form CIQ, attached hereto as **Exhibit F** and incorporated herein for all purposes, no later than the Effective Date of this Agreement.

ARTICLE 8

TERMINATION OF AGREEMENT/REMEDIES

City may, upon thirty (30) days written notice to Consultant, terminate this Agreement, for any reason or no reason at all, before the termination date hereof, without prejudice to any other remedy it may have. If City terminates this Agreement due to a default of and/or breach by Consultant and the expense of finishing the Project exceeds Consultant's Fee at the time of termination, Consultant waives its right to any portion of Consultant's Fee as set forth in Article 3 of this Agreement and agrees to pay any costs over and above the fee which City is required to pay in order to finish the Project. On any default and/or breach by Consultant, City may elect not to terminate the Agreement, and in such event it may make good the deficiency in which the default consists, and deduct the costs from Consultant's Fee due Consultant as set forth in Article 3 of this Agreement. If City terminates this Agreement and Consultant is not in default of the Agreement, Consultant shall be entitled to compensation for any and all work completed to the satisfaction of City in accordance with the provisions of this Agreement prior to termination.

In the event of any termination, Consultant shall deliver to City all finished and/or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs and/or any items prepared by Consultant in connection with this Agreement prior to Consultant receiving final payment.

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 9 DISPUTE RESOLUTION/MEDIATION

In addition to all remedies at law, the parties may agree to attempt to resolve any controversy, claim or dispute arising out of or relating to the interpretation or performance of this Agreement, or breach thereof, by voluntary mediation to be conducted by a mutually acceptable mediator. However, if both parties do not agree to voluntarily mediate any such controversy, claim or dispute, mediation shall not be required.

ARTICLE 10 INDEMNITY

CONSULTANT SHALL RELEASE, 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 ARTICLE 10) 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 (REGARDLESS OF WHETHER THE ALLEGATIONS ARE FALSE, FRAUDULENT OR GROUNDLESS), SUITS, ACTIONS, JUDGMENTS, LIENS, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY’S FEES AND EXPENSES (INCLUDING ATTORNEY’S FEES AND EXPENSES INCURRED IN ENFORCING THIS ARTICLE 10), THAT IN WHOLE OR IN PART ARISE OUT OF OR ARE CONNECTED WITH, OR THAT ARE ALLEGED TO HAVE ARISEN OUT OF OR CONNECTED WITH, GOODS AND/OR SERVICES PROVIDED BY CONSULTANT, ITS OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES OR ANY OTHER THIRD PARTIES FOR WHOM CONSULTANT IS LEGALLY RESPONSIBLE (COLLECTIVELY REFERRED TO AS “CONSULTANT” FOR PURPOSES OF THIS ARTICLE 10) PURSUANT TO THIS AGREEMENT AND/OR THE NEGLIGENT, GROSSLY NEGLIGENT AND/OR INTENTIONAL WRONGFUL ACT AND/OR OMISSION OF CONSULTANT IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT, REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OR STRICT LIABILITY OF THE 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 CONSULTANT AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH THE CONSULTANT, 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. CONSULTANT IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS; PROVIDED, HOWEVER, THAT IF A COURT OF COMPETENT JURISDICTION SIGNS A JUDGMENT THAT BECOMES FINAL AND NON-APPEALABLE, DETERMINING THAT THE CITY (WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY) HAS JOINT, CONCURRENT OR SOLE NEGLIGENCE FOR THE CLAIMS IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS ("JUDGMENT"), THEN CONSULTANT IS NOT REQUIRED TO INDEMNIFY OR DEFEND CITY TO THE EXTENT OF THE NEGLIGENCE APPORTIONED TO CITY FOR EACH CAUSE(S) OF ACTION IDENTIFIED IN THE JUDGMENT. IN THE EVENT THE JUDGMENT PROVIDES THAT CITY IS JOINTLY, CONCURRENTLY OR SOLELY NEGLIGENT FOR THE CLAIMS REFERRED TO THEREIN, CITY AGREES TO REIMBURSE CONSULTANT FOR ALL REASONABLE AND NECESSARY COSTS INCURRED AND PAID BY CONSULTANT THAT ARE ATTRIBUTABLE TO CITY'S PERCENTAGE OF JOINT, CONCURRENT OR SOLE NEGLIGENCE, AS SET FORTH IN THE JUDGMENT, INCLUDING REASONABLE AND NECESSARY ATTORNEY'S FEES AND EXPENSES, WITHIN SIXTY (60) DAYS OF THE DATE THE JUDGMENT BECOMES FINAL AND NON-APPEALABLE. IF THIS AGREEMENT IS A CONTRACT FOR ENGINEERING OR ARCHITECTURAL SERVICES, THEN CONSULTANT'S INDEMNITY AND DEFENSE OBLIGATIONS UNDER THIS ARTICLE 10 ARE LIMITED BY, AND TO BE READ AS COMPLYING WITH, SECTION 271.904 OF THE TEXAS LOCAL GOVERNMENT CODE.

IN ITS SOLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY CONSULTANT 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 CONSULTANT'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF CONSULTANT'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. CONSULTANT 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 CONSULTANT FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND CONSULTANT SHALL BE LIABLE FOR ALL COSTS INCURRED BY CITY. THE RIGHTS AND OBLIGATIONS CREATED BY THIS ARTICLE SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

ARTICLE 11 NOTICES

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 facsimile; 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 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:

Justin Eastwood
Director of Parks & Recreation
City of Sherman
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
Facsimile: (214) 544-4054

Email: rpittman@abernathy-law.com

If to Consultant, addressed to:

Matt Donnell

Project Manager

CEI Engineering Associates, Inc.

3030 LBJ Freeway, Suite 100

Dallas, TX 75234

Telephone: 972-488-3737

Email: mdonnell@ceieng.com

ARTICLE 12 MISCELLANEOUS

12.1 **Complete Agreement** – This Agreement, including the exhibits hereto labeled “A” through “F,” all of which are incorporated herein for all purposes, constitute the entire Agreement by and between the parties regarding the subject matter hereof and supersedes all prior and/or contemporaneous written and/or oral understandings. This Agreement may not be amended, supplemented, and/or modified except by written agreement duly executed by both parties. The following exhibits are attached below and made a part of this Agreement:

12.1.1 **Exhibit A**, Scope of Services.

12.1.2 **Exhibit B**, Project Engineering Budget Summary.

12.1.3 **Exhibit C**, Guidelines for Computer Aided Design and Drafting (CADD).

12.1.4 **Exhibit D**, Guidelines for Direct Expenses; General and Administrative Markup; Travel and Subsistence Expenses.

12.1.5 **Exhibit E**, Contractor Insurance Guidelines.

12.1.6 **Exhibit F**, Conflict of Interest Questionnaire, Form CIQ.

To the extent that **Exhibit A**, **Exhibit B**, **Exhibit C**, **Exhibit D**, **Exhibit E**, or **Exhibit F** 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**, **Exhibit E**, **Exhibit F** or **Exhibit A** shall prevail in that order.

12.2 **Assignment and Subletting** – Consultant agrees that neither this Agreement nor the work to be performed hereunder will be assigned or sublet without the prior written consent of City. Consultant 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 Consultant of its full obligations to City as provided by this Agreement. All such approved work performed by assignment or subletting shall be billed through Consultant, and there shall be no third party billing.

12.3 **Attorney’s Fees** – If either party files any action or brings any proceeding against the other arising from this Agreement, then as between City and Consultant, 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.

12.4 **Successors and Assigns** – City and Consultant, and their respective partners, assigns, successors, subcontractors, executors, officers, agents, employees,

representatives and administrators are hereby bound to the terms and conditions of this Agreement.

- 12.5 **Savings/Severability** – In the event of 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.
- 12.6 **Governing Law/Venue** – This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflict of law principles. The exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Grayson County, Texas.
- 12.7 **Execution/Consideration** – This Agreement is executed by the parties hereto without coercion or duress for any substantial consideration, the sufficiency of which is forever confessed.
- 12.8 **Authority** – The individuals executing this Agreement on behalf of the respective parties below represent to each other that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the other party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.
- 12.9 **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.
- 12.10 **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.
- 12.11 **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.
- 12.12 **Immunity** – It is expressly understood and agreed that, in the execution and performance of this Agreement, City has not waived, nor shall be deemed to have

waived, any immunity, governmental, sovereign and/or official, or defense that is 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 in this Agreement.

- 12.13 **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 and adopted as findings of City and the authorized representative of Consultant.
- 12.14 **Additional Representations** – Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had the opportunity to confer with its counsel.
- 12.15 **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.
- 12.16 **No Third-Party Beneficiaries** – Nothing in this Agreement shall be construed to create 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.
- 12.17 **Indemnity** – The parties agree that the Indemnity provision set forth in Article 10 of this Agreement is conspicuous and the parties have read and understood the same.
- 12.18 **Representations** – All representations and covenants made by one party to the other in this Agreement or in any certificate or other instrument delivered by one party to the other under this Agreement shall be considered to have been relied upon by the other party and will survive the satisfaction of any fees under this Agreement, regardless of any investigation made by either party.
- 12.19 **Independent Contractor** – In performing this Agreement, Consultant shall act as an independent contractor with respect to City. In no event shall this Agreement be construed as establishing a partnership, joint venture or similar relationship between the parties and nothing herein shall authorize either party to act as agent for the other. Consultant shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes and benefits with respect to all of Consultant's officers, directors, partners, employees and representatives, who shall not be considered City employees and shall not be eligible for any employee benefit plan offered by City.

- 12.20 **Debarment/Suspension** – City is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension. City, Consultant and Consultant's subcontractors shall comply with federal and state regulations regarding debarment and suspension. Consultant shall include a statement of compliance with federal and state debarment and suspension regulations in all third-party agreements for work on the Project.
- 12.21 **Restrictions on Lobbying** – City and Consultant are prohibited from using funds awarded under the Agreement for lobbying purposes. Consultant shall include a statement of compliance with this provision in applicable procurement solicitations and third-Party agreements for work on the Project.
- 12.22 **Appropriation of Funds** – Funds are not presently budgeted for City's performance under this Agreement beyond the end of City's current fiscal year. City will give Consultant sixty (60) days' notice if funds for City's performance are not budgeted to continue beyond that time. City shall have no liability for payment of any money for services performed after the end of City's current fiscal year unless and until such funds are budgeted.
- 12.23 **Certifications Required by Texas Law** – In accordance with Chapter 2270 of the Texas Government Code (to the extent applicable), Consultant hereby certifies that Consultant 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), Consultant hereby certifies that Consultant 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), Consultant hereby certifies that Consultant 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.
- 12.24 **Reference to Consultant** – When referring to "Consultant," this Agreement shall refer to and be binding upon Consultant, 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 Consultant is legally responsible.

12.25 **Reference to City** – When referring to “City,” 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.

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective on the date set forth in the introductory clause of this Agreement.

CITY:

City of Sherman, Texas,
a Texas home-rule municipality

CONSULTANT:

CEI Engineering, Inc.
an Arkansas Corporation

By: _____
Zachary Flores, City Manager


By: _____
David Pernas, VP of Finance

APPROVED AS TO FORM:

Abernathy, Roeder, Boyd & Hullett, P.C.
Ryan D. Pittman, City Attorneys

STATE OF TEXAS §
 §
COUNTY OF _____ §

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED _____, 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 PRESIDENT AND DULY AUTHORIZED REPRESENTATIVE FOR _____, AND THAT HE EXECUTED SAID INSTRUMENT FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____ 2025.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
My commission expires: _____

EXHIBIT A SCOPE OF SERVICES

I. PROJECT DESCRIPTION

OLD SETTLERS PARK PICKLEBALL & PARKING PROJECT for construction level Landscape Architecture and Engineering services for Old Settlers Park in Sherman, Texas.

CEI, Inc. and City Staff have met over the last several months to discuss the renovation of Old Settlers Park. Conceptual plans and preliminary cost estimates were prepared for discussion and to determine the scope of services. The following program elements for the park is outlined below:

OLD SETTLERS PARK

- (2) Pickle Ball Courts
- Shade Structures
- Court Lighting
- Pickle Ball Court Parking
- Access Drives
- Sidewalks

II. GENERAL REQUIREMENTS

- A.** Specific design requirements shall be obtained from the City of Sherman Engineering Design Standards. Consultant will establish and summarize design criteria. The design criteria will be reviewed by the City for approval prior to beginning design work.
- B.** Consultant shall coordinate with other engineering consultants, utility companies, franchise utilities, City of Sherman, pipeline companies, and any other entity which has facilities within or adjacent to the Project.
- C.** Each time the Consultant submits plans and/or specifications to City, two (2) copies (as well as PDF versions) of each shall be submitted, unless otherwise instructed. These shall be reviewed and checked by City and returned to Consultant for corrections. When the corrected copies of the plans and specifications are returned to City, the original and reviewed plans and specifications shall also be returned to City. All plans, specifications, documents, provisions, attachments, and correspondence provided in accordance with this contract shall be dated.
- D.** The Consultant shall submit a monthly report outlining, at a minimum, the work on the project which occurred the previous month, the work expected to be completed the following month, the next major project milestone, and any information needed from the City. The report is to be submitted with monthly invoice.

EXHIBIT A SCOPE OF SERVICES

E. Communications and Reporting:

- i Attend a pre-design project kickoff meeting with City staff to confirm and clarify scope, understand City objectives, and ensure economical and functional designs meet City requirements.
- ii Attend review meeting with the City at the end of each design phase.
- iii Prepare and submit monthly invoices in the format acceptable to the City.
- iv Prepare and submit monthly progress reports.
- v Prepare and submit baseline Project Schedule initially, Project Schedule updates, and updated Opinion of Probable Construction Cost with each plan submittal.
- vi Coordinate with other agencies and entities as necessary for the design of the proposed infrastructure and provide and obtain information needed to prepare the design.
- vii With respect to coordination with permitting authorities, Consultant shall communicate with permitting authorities such that their regulatory requirements are appropriately reflected in the designs. Consultant shall work with regulatory authorities to obtain approval of the designs, and make changes necessary to meet their requirements.
- viii Attend additional project coordination meetings, if needed.

III. TASK SUMMARY, BASIC SERVICES

A. Preliminary Design Phase

- a. Prepare preliminary engineering review drawings (1"=20' scale or 1"=40' scale, 22"x34" sheets) to include preliminary horizontal and vertical alignments of all proposed improvements with minimal construction-related notes. Cross-sections at least every fifty (50) feet will be required for paving-related or channel-related projects. If necessary, report in sufficient detail to indicate clearly any of the problems involved and provide alternate solutions available to the City. Include preliminary layouts, a right-of-way map, sketches, and cost estimates for the Project and set forth clearly the Consultant's recommendations for any alternate designs.
- b. Water, sanitary sewer, and storm drains will be shown on the plans based on field information and surveys collected by the Consultant and from existing "Record Drawings" provided by the City of Sherman. Other utilities should be shown on the plans based on field information and surveys collected by the Consultant, utility locates requested by the Consultant, and any available "Record Drawings" that the Consultant can obtain from other utilities.
- c. Depending on comments received from the City's review and field investigations, another set of preliminary phase construction drawings may be

EXHIBIT A SCOPE OF SERVICES

required.

- d. Upon completion of the Preliminary Design Phase, the Engineer will advise the City of any geotechnical, soil, foundation, or other subsurface investigations or any special surveys, Level B or A SUE, or special testing which, in the opinion of the Consultant, may be required for the proper execution of the project, and assist the City in arranging for the conduct of such investigations and tests. The performance of geotechnical investigations and tests will not be a part of the Consultant's Basic Engineering Services and will not be included unless specifically authorized in writing under "F. Special Services."
- e. Prior to the Preliminary review meeting with the City, the Consultant shall schedule and attend a project site visit with the City Project Manager and Construction personnel to walk the project. The Consultant shall summarize the City's comments from the field visit and submit this information to the City in writing.
- f. The Consultant will consult with the City, public utilities, private utilities and government agencies to determine the approximate location of above and underground utilities, and other facilities (current and future) that have an impact or influence on the project. Consultant will design City facilities to avoid or minimize conflicts with existing utilities, and where known and possible, consider potential future utilities in designs.

B. Intermediate Design Plans (60%)

- a. Prepare intermediate engineering review drawings that address all comments from the preliminary engineering review, including detailed construction-related notes. Cross-sections at least every fifty (50) feet will be required for paving-related or channel-related projects. Driveway profiles will be required for paving-related projects. A general notes sheet(s), coordinate control sheet(s), proposed traffic control sheet(s), proposed erosion control plan sheet(s), and detail sheet(s) will be required for all projects. Drainage-related projects will require all pertinent information showing calculations for drainage areas, inlet capacity, spread of flow and depth in street, and hydraulic grade line.
- b. Prepare miscellaneous plan sheets, including cover sheet, index, general notes, project control (1"=100' scale, 22"x34" sheets), and applicable City standard details.
- c. Prepare Preliminary Project Manual, including Bid Form and Special Conditions and technical specifications.

C. Final Design/Construction Plans (90%, 100%)

EXHIBIT A SCOPE OF SERVICES

- a. Prepare final engineering review drawings that address all comments from the intermediate review.
- b. Prepare detailed cost estimates based on current unit prices from the proposal of authorized construction, which shall include summaries of bid items and quantities on the unit price system of bidding, wherever practical.
- c. Finalize miscellaneous plan sheets, including cover sheet, index, general notes, project control and applicable City standard details.
- d. Submit three (3) final sealed copies each of any necessary right-of-way or easement documents.
- e. When required by the nature of the project, the Consultant shall provide necessary exhibits and attend a public meeting with the City.
- f. Upon completion of the final design review, the Consultant shall furnish to the City up to four (4) additional copies and a pdf of the construction drawings to be forwarded to the utility companies.
- g. Upon completion of the final design review, the Consultant shall furnish to the City, where required by the circumstances of the assignment, the engineering data, construction plans, completed forms, and reports necessary for applications for routine permits by local, state, and federal authorities (as distinguished from detailed applications and supporting documents for government grants-in-aid or for planning advances not included in Basic Engineering Services).

D. Bid Phase Services

- a. Prepare bid set drawings and specifications that address all comments from the final design review and additional information provided by utility relocations and right-of-way negotiations.
- b. Furnish to the City all necessary copies of approved Construction Contract Documents needed for competitive bidding (plans, specifications, notice to bidders, proposals, etc.). All sets of Construction Contract Documents in excess of eight (8) copies are to be paid for separately as provided hereinafter.
- c. Consultant will submit the project plans to the State of Texas for the TAS/ADA review, if required for the Project. Consultant will prepare the application and make the submittal. The City will provide a check for the fee based on the construction cost of pedestrian improvements per the submittal requirements.

EXHIBIT A SCOPE OF SERVICES

Consultant will address comments from the review and revise plans if necessary.

- d. Assist the City in the advertisement of the Project for competitive bids.
- e. Assist the City with any Pre-Bidders meetings.
- f. Prepare addenda as appropriate to interpret, clarify, or expand the Bid Documents.
- g. Assist the City in the opening and tabulation of bids for construction of the Project.
- h. Prepare a written summary of the bid tabulation and evaluation together with a letter addressing the award of the construction contract.
- i. Assist in the preparation of formal Construction Contract Documents, provide four (4) copies of contracts to be executed by the contractor, and coordinate their execution by the respective parties.
- j. The Consultant shall not be required to guarantee the accuracy of the final design Cost of Construction, but may be required to provide additional services at no cost to the City if bids for the Project exceed the fixed budget limit for the Construction Cost as provided in Article 3.

E. Construction Phase Services

- a. Conformed Document submittal:
 - i. Update the Bid Documents (plans and Project Manual) to incorporate bid addenda items
 - ii. Print up to ten (10) sets 11"x17" plans and Project Manuals for issuance at the Pre-Construction Conference.
 - iii. Package and submit CAD base files upon request.
- b. Site Visits upon request
- c. *Pre-Construction Meeting*. Attend Pre-Construction Meeting(s) prior to commencement of Work at the Site
- d. *Franchise Utility Coordination*. Assist the City with franchise utility coordination efforts and conflict resolution during construction.
- e. *Requests for information*. Coordinate with Engineer and issue clarifications and interpretations of the Contract Documents to City as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of the Contract Documents. Field Orders authorizing variations from the requirements of the Contract Documents will be made by City.

EXHIBIT A SCOPE OF SERVICES

- f. *Change Orders.* Recommend Change Orders to City, as appropriate. Review and make recommendations related to Change Orders submitted or proposed by the Contractor. Task includes preparing plan sheet revisions.
- g. *Shop Drawings, Samples, and Submittals.* Review and approve or take other appropriate action in respect to Shop Drawings, Samples, Submittals and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.
- h. *Substitutes and "or-equal."* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor in accordance with the Contract Documents, but subject to the provisions of applicable standards of state or local government entities.
- i. *Disagreements between City and Contractor.* As necessary, render written decision on all claims of City and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the progress of Contractor's work. In rendering such decisions, Consultant shall be fair and not show partiality to City or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
- j. *Limitation of Responsibilities.* Consultant shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work. Consultant shall not have the authority or responsibility to stop the work of any Contractor.
- k. Consultant shall prepare construction Record Documents based on the information received from Contractor within 30 days of final completion in accordance with the Agreement. Consultant shall submit one full size set and one pdf file of the Record Documents.

F. Special Services

- a. Various services incidental to the project, but not within the scope of the Basic Engineering Services covered by A., B., C., D., and E. preceding, which may be performed or arranged for separately by City, or may be added to the Consultant's responsibilities by mutual agreement and written authorization include but are not necessarily limited to the following:
 - i. Design Surveying - to collect information required for design, including photogrammetry, land surveying, and related office computations and drafting. All surveys and coordinate information shall be based on the NAD 83 CORS Grid Coordinate System utilizing control monuments established within the City of Sherman. This also includes refreshing and

EXHIBIT A SCOPE OF SERVICES

- re-establishing benchmarks and reference points on NAD 83 CORS Grid Coordinate System for construction of the project, one time only. This does not include construction staking.
- ii. Staking of the Centerline of the proposed Project for utility coordination. The Consultant or its surveyor shall stake the centerline throughout the extent of the Project. The beginning and the end of the Project shall be designated. The points of intersection, points of curvature, and points of tangency of all horizontal curves shall be designated. Stations and half-stations (50-foot and 100-foot) shall be designated throughout the entire Project, on tangential and curvilinear portions. Said centerline control is to be established in a timely fashion as directed by City staff. Said centerline control markings are to be a one-time event and shall be of a nature to last a minimum of eight months.
 - iii. Furnish descriptive instruments related to the acquisition of easements and/or rights-of-way. The description of these parcels should be rotated to match the bearings of the individual deeds. The payment for these instruments will be made on a per parcel basis unless otherwise indicated. As part of providing instruments for right-of-way acquisition, the Engineer/Surveyor will need to stake the corners of the acquisition.
 - iv. Appearances before hearings for eminent domain proceedings are specifically not included in the specified per parcel payment.
 - v. Appearances before regulatory agencies.
 - vi. Assistance to the City as an expert witness in any litigation or claim, arising from, or in connection with, the Project.
 - vii. Special investigations involving detailed consideration of operation, maintenance, and overhead expense; preparation of rate schedules; preparation of special reports and an engineer's certificate as required for marketing bonds; earnings and expense statements; preparation of assessment rolls; special feasibility studies; appraisals; valuations; and material audits or inventories required for certification of force account construction performed by the City.
 - viii. Detailed mill, shop, and/or laboratory inspection of materials or equipment.
 - ix. Geotechnical Investigation & Report - obtain the services of a qualified geotechnical engineering laboratory to conduct soil and foundation investigations, including test borings, soil tests, and analyses of test results.
 - x. Preparation of applications and supporting documents for government grants or planning advances for public works projects.
 - xi. Preparation of report, sketches, drawings, presentations, and permit applications involving environmental, historical, and archaeological considerations.
 - xii. Revision of reports and Construction Contract Documents after specific approval by City.
 - xiii. Subsurface Utility Engineering that involves Level "A" or "B" identification

**EXHIBIT A
SCOPE OF SERVICES**

of a utility.

IV. ITEMS NOT INCLUDED IN THE EXISTING SCOPE OF SERVICES

- A. **Additional Services not included in the existing Scope of Services** – City and Consultant agree the following services are beyond the Scope of Services described in the tasks above. However, Consultant can provide these services, if needed, upon the City's written request. Any additional amounts paid to the Consultant as a result of any material change to the Scope of the Project shall be agreed upon in writing by both parties before the services are performed. These Additional Services include the following:

1.

EXHIBIT B
PROJECT BUDGET SUMMARY

I. Basic Services

A. Basic Design Services & Construction Documents (Expected Completion: August 2025)	\$85,201.20
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<i>Total Basic Services (Lump Sum)</i>	<u><i>\$85,201.20</i></u>
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II. Additional Services

Plan, Specification, & Travel Reimbursables	\$3,333.00
TDLR Fees	\$1,775.00

<i>Total Authorized Special Services</i>	<i>\$5,108.00</i>
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<i>Project Budget, Grand Total (Not-To-Exceed)</i>	<i>\$90,309.20</i>
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EXHIBIT C
GUIDELINES FOR COMPUTER AIDED DESIGN AND DRAFTING (CADD)

1. Files shall be done in DWG/DXF format.
2. Files shall be georeferenced in the State Plane, Texas North Central FIPS 4202 (feet) coordinate system, using a datum of NAD 83 Grid.
3. If a surface adjustment factor is applied to the data, any surface adjustment factors used should be clearly documented on the drawing.
4. If submissions for the Project relate to a plat, the file submitted must match exactly the plat that is submitted for recording.
5. The file shall contain required features for the project type as detailed below:
 - a. Pre-Construction/As-Built Plans and/or Record Documents:
 - i. Layers from Final Plat Requirements as Applicable to Project Type.
 - ii. Water Utility Features.
 - iii. Sanitary Sewer Features.
 - iv. Storm Sewer Features.
6. Each required feature group should be provided as a separate layer within the file.
7. Layer names should be representative of the information contained in the layer.
8. Line work should be done per accepted industry norms.

Text should not be smaller than 0.08" on a full size sheet, and should be a font such as Simplex, Calibri, or Arial.

EXHIBIT D
CONSULTANT'S GUIDELINES FOR DIRECT EXPENSES; GENERAL AND
ADMINISTRATIVE MARKUP; TRAVEL AND SUBSISTENCE EXPENSES

- I. **CONSULTANT'S RESPONSIBILITY**. Consultant shall be solely responsible for the auditing and accuracy of all Direct Expenses, approved markup (general and/or administrative), and approved travel and/or subsistence charges, including those of its subcontractors, prior to submitting to City for reimbursement. Any over-payment by City for errors in submittals for reimbursement may be deducted from Consultant's subsequent payment(s) for services; however, this shall not be City's sole and exclusive remedy for said over-payment.

II. **GUIDELINES FOR DIRECT EXPENSES**.

- A. **Local Transportation** – Transportation in connection with the Project, when such transportation is not a function of routine performance of the duties of Consultant in connection with the Project, and when such transportation exceeds beyond fifty (50) miles from the Project site, shall be reimbursed at a standard mileage rate consistent with that as issued, and periodically revised, by the United States Internal Revenue Service (IRS). Under no circumstances shall City reimburse Consultant at a higher standard mileage rate or pay additional markup on charges for local transportation. Completion of City's Standard Mileage Log is required for submittal of these charges for reimbursement, including justification for each submitted expense.

Under no circumstances are charges associated with rental cars for local transportation eligible for reimbursement by City. Toll road subscriptions or toll plaza receipts are not reimbursable. Consultant agrees to place these standards in all subcontracts for work on the Project.

- B. **Supplies, Material, Equipment** – City shall reimburse the actual cost of other similar direct Project-related expenses, which are duly presented in advance and approved by City's Project Manager in writing.
- C. **Commercial Reproduction** – City shall reimburse the actual cost of reproductions, specifically limited to progress prints prepared for presentation to City at each phase of progress, and final Construction Documents prepared for distribution at bidding phase, provided that Consultant has duly obtained at least three (3) quotations from commercial firms and has chosen the best value for City. Consultant shall provide such documentation to City for review prior to submitting these expenses for reimbursement. Consultant agrees to place these standards in all subcontracts for work on the Project.
- D. **In-House Reproduction** – Consultant shall make arrangements with City for prior approval of in-house reproduction rates prior to submitting these expenses for reimbursement. City shall provide Consultant with a standard format for documenting these charges. Completion of City's reproduction log is required as

a prerequisite for payment, including the number or reproductions, the date, time, description, the approved standard rate, and a justification for each submitted expense for reimbursement. Consultant agrees to place these standards in all subcontracts for work on the Project.

- E. **Commercial Plotting** – City shall reimburse the actual cost of plots, specifically limited to final documents, provided Consultant has duly obtained at least three (3) quotations from commercial firms and has chosen the best value for City. Consultant shall provide such documentation to City for review prior to submitting these expenses for reimbursement. Consultant agrees to place these standards in all subcontracts for work on the Project.
- F. **In-House Plotting** – Consultant shall make arrangements with City for prior written approval of in-house plotting rates prior to submitting these charges for reimbursement. City shall provide Consultant with a standard format for documenting these charges. Completion of City's reproduction log is required as a prerequisite for payment, including the number of plots, the date, time, description, the approved standard rate, and a justification for each submitted charge for reimbursement.
- G. **Communications** – Reimbursement for expenses relating to electronic communications shall be limited to long-distance telephone or fax toll charges specifically required in the discharge of professional responsibilities related to the Project. Telephone service charges including office or cellular phones, WATTS, or Metro line services or similar charges are not reimbursable.
- H. **Postage, Mail, and Delivery Service** – City shall reimburse the actual cost of postage and delivery of Instruments of Service, provided Consultant duly considers all circumstances (including available time for assured delivery) of the required delivery and selects the best value for City, which may require comparison of delivery costs offered by three (3) or more sources or methods of delivery, which at a minimum shall include U.S. Mail. Courier service is acceptable only in circumstances requiring deadline-sensitive deliveries and not for the convenience of Consultant and/or Consultant's employees. Consultant agrees to place these standards in all subcontracts for work on the Project.
- I. **Meals and Other Related Charges** – Meals or any other related expenses are not reimbursable unless incurred outside a fifty (50) mile radius of the Project, and then only reimbursable for the actual cost subject to compliance with City's currently adopted policy. Non-allowable costs include, but are not limited to, charges for entertainment, alcoholic beverages, and gratuities.

III. GUIDELINES FOR GENERAL AND ADMINISTRATIVE MARKUP.

- A. **Requirement of Prior Approval** – Consultant may be allowed to charge a General and/or Administrative Markup on work completed if Consultant can clearly define to City specifically what costs are included in the markup calculation. To apply General and/or Administrative Markup, Consultant must also document to City what costs would be considered direct costs. City shall issue approval in writing to allow Consultant to charge General and/or Administrative Markup. City reserves the right to reject any and all requests for General and/or Administrative Markup.

IV. GUIDELINES FOR TRAVEL AND SUBSISTENCE EXPENSES.

- A. **Requirement of Prior Approval** – City shall reimburse the actual cost of travel and/or subsistence expenses upon prior written approval by City's Project Manager.
- B. **Adherence to Currently Adopted City Travel Policy** – Reimbursements shall be governed by the same travel policies provided for City employees according to current adopted policy. Prior to the event, Consultant shall request, and City's Project Manager shall provide the provisions and the restrictions that apply to out-of-town reimbursements.

EXHIBIT E
CONTRACTOR'S INSURANCE GUIDELINES

I. GENERAL INSURANCE REQUIREMENTS –

- A. All policies shall name the City of Sherman, its officers, agents, representatives and employees as additional insured as to all applicable coverage with the exception of workers compensation insurance and professional liability 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 policy endorsement(s) evidencing the required insurance shall be submitted prior to execution of the Agreement. If the Agreement is renewed or extended by City, a Certificate of Insurance and policy 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(s) is required for this Agreement.

Coverage Required		Limits
<u> X </u>	1. Worker's Compensation & Employer's Liability	▪ Statutory Limits of the State of Texas
<u> X </u>	2. General Liability	▪ Minimum \$1,000,000.00 each occurrence; ▪ Minimum \$2,000,000.00 in the aggregate
<u> </u>	3. XCU Coverage	▪ Minimum \$1,000,000.00 each occurrence; ▪ Minimum \$2,000,000.00 in the aggregate

EXHIBIT E
CONTRACTOR'S INSURANCE GUIDELINES

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- | | | | |
|---------------|-----|---|--|
| <u> X </u> | 4. | Professional Liability | <ul style="list-style-type: none">▪ Minimum \$1,000,000.00 each claim;▪ Minimum \$2,000,000.00 in the aggregate |
| <u> X </u> | 5. | Umbrella Coverage of Excess Liability Coverage | <ul style="list-style-type: none">▪ An amount of \$2,000,000.00▪ Minimum \$2,000,000.00 in the aggregate |
| <u> X </u> | 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. | |
| <u> X </u> | 7. | General Liability Insurance provides for a Waiver of Subrogation against the 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 the City as an additional insured must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance. | |
| <u> X </u> | 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. | |
| <u> X </u> | 9. | Insurance company has a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s). | |
| <u> X </u> | 10. | The Certificate of Insurance must state the project title and bid number. | |
| <u> </u> | 11. | Other Insurance Requirements (State Below): | |

EXHIBIT F
CONFLICT OF INTEREST QUESTIONNAIRE, FORM CIQ

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
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		

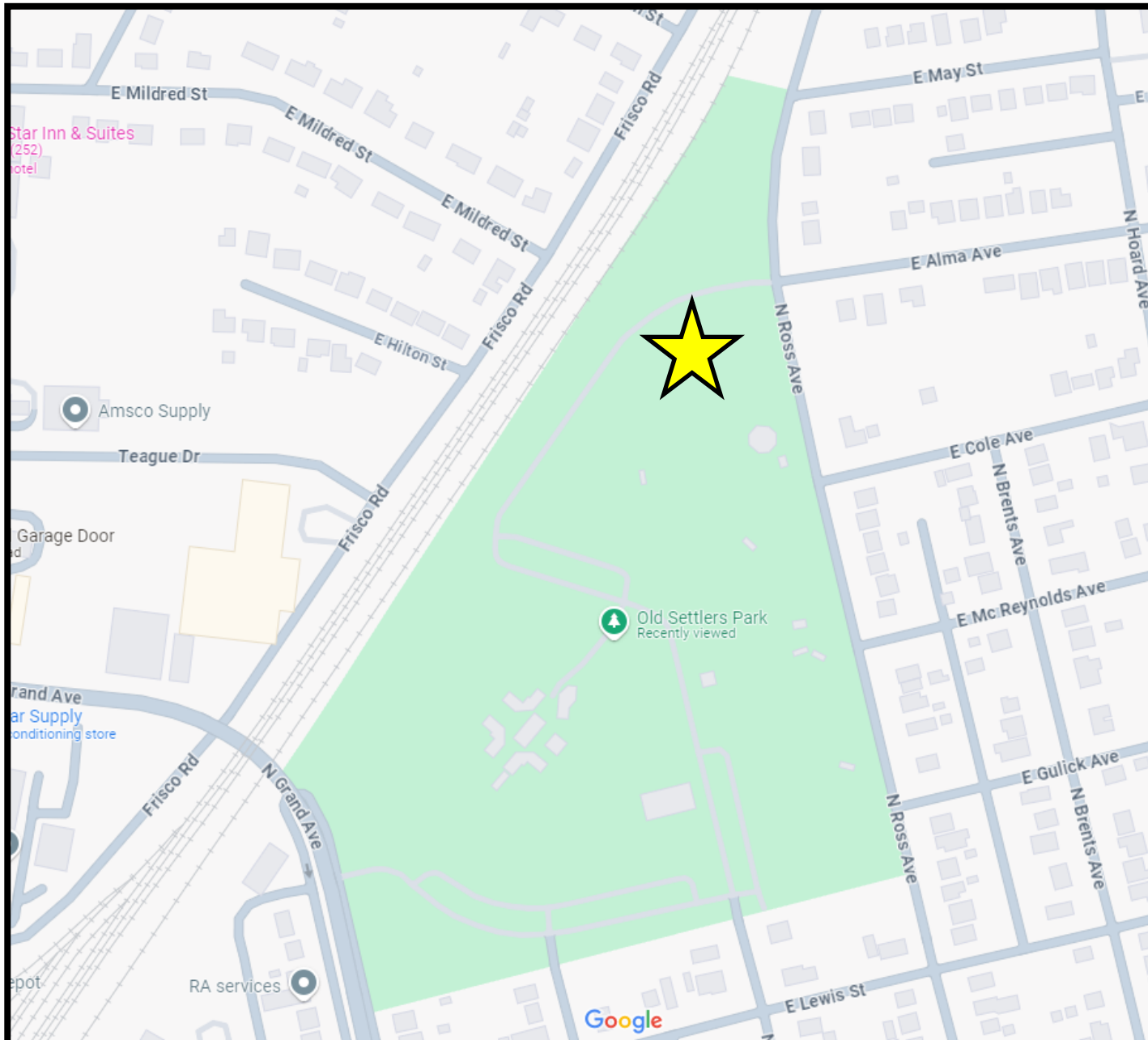
Preliminary Cost Estimate
OLD SETTLERS PARK- RECREATIONAL ENHANCEMENT PROJECT
Concept Plan- 'A'- Bermuda Turf Fields **January 4th, 2025**

ITEM		
INFRASTRUCTURE & DEMOLITION		
1	Storm Sewer	\$ 10,000.00
2	Electrical Complex Service	\$ 7,500.00
3	Earthwork & Top Soil (Allowance)	\$ 50,000.00
4	Demo of Existing Fields, Lighting, and Flatwork	\$ 0.00
INFRASTRUCTURE & DEMOLITION TOTAL:		\$67,500.00
BASEBALL/ SOFTBALL FIELD ADDITIONS		
5	Baseball/ Softball Fields 280' (1) w/Bermuda Turf Grass	
6	Baseball/ Softball Fields 250' (1) w/Bermuda Turf Grass	
7	Baseball / Softball Fields 200' (2) w/Bermuda Turf Grass	
8	Bleacher Shade Canopies (4)	
9	Dugout Metal Roof (8)	
10	50/30 Field Lighting (4)	
11	Irrigation (Approximately 6.5 Acres)	
12	Scoreboards (4)	
13	Plaza Paving between Fields (14,015 Sq. Ft.)	
14	Plaza Paving between Fields 3 & 4 (13,800 Sq. Ft.)	
BASEBALL/SOFTBALL FIELD ADDITIONS TOTAL:		\$-
PICKLEBALL COMPLEX AND PARKING		
15	Pickleball Courts- (2) Concrete Pavement, Fencing, Surfacing, Ect..	\$ 275,000.00
16	Shade Structures- (2)	\$ 150,000.00
17	Court Lighting	\$ 30,000.00
18	Parking Spaces (Approx. 14) (Approx. 2,775 Sq. Ft.)	\$ 34,000.00
19	Sidewalks at Parking to Courts (Approx. 1,200 Sq.Ft.)	\$ 15,000.00
20	Parking Area Lighting	\$ 30,000.00
PICKLEBALL COMPLEX AND PARKING TOTAL:		\$534,000.00
OTHER		
21	Landscaping / Trees	
22	Turf Establishment	
23	Erosion Control	\$ 20,000.00
24	Construction Testing	\$ 20,000.00
25	Mobilization	\$ 20,000.00
OTHER TOTAL:		\$60,000.00
26	SUB TOTAL:	\$ 661,500.00
27	Pre-Design Contingency (10%) & Contractor Bonds (2%) :	\$ 79,380.00
28	SUB TOTAL:	\$ 740,880.00
29	**A & E Fees: (11.5%):	\$ 85,201.20
GRAND TOTAL:		\$826,081.20

*** THIS IS A PRE-DEISGN ESTIMATE BASED ON CONCEPT PLAN 'A'**

All quantities and prices shown are preliminary and are subject to change based on further design development and construction price increases. Revised cost estimates will be prepared as design moves through Construction Document development. **The A&E fees are an estimate based on previous projects and current construction cost estimate. The range would be between 13% to 15% depending on the final scope of the services.

Old Settlers Park





City Council Regular Meeting

Agenda Item No. G.5.

Meeting Date: 3/17/2025

Prepared By: Theresa Hutchinson, Park & Recreation Manager

Approved By: Zachary Flores, Assistant City Manager

Caption:

RESOLUTION NO. 7499

Authorizing the Execution of a Professional Services Agreement with CEI Engineering, Inc. for the Design of Fairview Park Parking and Plaza Area

Issue:

Authorizing the Execution of a Professional Services Agreement with CEI Engineering, Inc. for the Design of Fairview Park Parking and Plaza Area.

Background:

The proposed addition of parking, restroom and pavilion at Fairview marks a significant advancement in our continuous efforts to enhance the quality and inclusivity of Sherman's park system. By investing in these upgrades, we are not only aligning with the strategic goals of our Parks, Recreation, and Open Space Master Plan, but we also reaffirm our commitment to providing exceptional recreational spaces for all members of our community.

Recent enhancements in Fairview Park include the addition of a one-of-a-kind accessible playground and pavilion that attracts thousands of visitors each week. Fairview Park is a notable regional park, making it a prime candidate for improvements. The introduction of nearly 200 parking spaces, restroom and additional pavilion is anticipated to greatly enhance the experience for park users, including users of The Splash and attendees of the Sherman Shadowcats Baseball games.

CEI, Inc is uniquely qualified to provide design services for this project due to their specialized expertise in Parks and Trails, offering a comprehensive service at a competitive cost that aligns with industry standards. Their prior collaboration with staff on the City's Open Space, Parks, and Trails Master Plans ensures they possess an in-depth understanding of the City's vision and specific needs, making them the best choice for this initiative. CEI, Inc. and City Staff have met over the last several months to discuss the renovation of Fairview Park. Conceptual plans and preliminary cost estimates were prepared for discussion and to determine the scope of services. The following program elements for the park are outlined below:

- Approximately 200 Parking Spaces
- (1) Pre-Fab Restroom Building
- (1) Pavillion
- Pre-Fab Restroom
- Sidewalks
- Water, Sewer, Electrical for Restroom
- Landscape & Irrigation

Funding for design services totaling \$466,923.40 has been secured for this project as part of the fiscal year 2023-24 Capital Improvement Program, demonstrating the City's unwavering commitment to enhancing recreational opportunities for all residents.

Origination:

Parks and Recreation Department

Financial Consideration:

The cost of design services is \$466,923.40. Funding was approved as part of the fiscal year 2023-24 Capital Improvement Program.

Staff Recommendation:

It is recommended that the City Council approve the proposed agreement.

Alternatives:

As directed by the City Council.

Attachments:

1. Resolution No. 7499
2. CEI Proposal-Sherman Fairview Park 2025-01-04
3. Preliminary Cost Estimate - Fairview Park
4. Map

RESOLUTION NO. 7499

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH CEI ENGINEERING, INC. FOR THE DESIGN OF FAIRVIEW PARK PARKING AND PLAZA AREA; 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 Professional Services Agreement with CEI Engineering, Inc. for the design of Fairview Park parking and plaza area, 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 17th day of March 2025.

CITY OF SHERMAN, TEXAS

ATTEST:

**BY: _____
LINDA ASHBY, CITY CLERK**

**BY: _____
SHAWN TEAMANN, MAYOR**

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

**BY: _____
RYAN D. PITTMAN, CITY ATTORNEY**



3030 LBJ Freeway, Suite 100
Dallas, TX 75234 / (972) 488-3737
CEI Contact: Matt Donnell – mdonnell@ceieng.com

City of Sherman
Fairview Park
Sherman, Texas
Proposal for Engineering Services
01/04/2025

I. PROJECT DESCRIPTION

Thank you for the opportunity to present this proposal for construction level Landscape Architecture and Engineering services for the Fairview Park, in Sherman, Texas. This proposal is being submitted for your review and approval. This proposal includes cost to complete the following scope of work:

CEI, Inc. and City Staff have met over the last several months to discuss the renovation of Fairview Park. Conceptual plans and preliminary cost estimates were prepared for discussion and to determine the scope of services. The following program elements for Fairview Park is outlined below:

FAIRVIEW PARK

- Approximately 200 Parking Spaces
- (1) Pre-Fab Restroom Building
- (1) Pavilion
- Sidewalks
- Water, Sewer, Electrical for Restroom
- Landscaping & Irrigation

Based on these meetings this proposal will outline the scope of services for preparation of the necessary studies and obtain the required permits and prepare the construction documents and specifications for construction of the park.

II. SCOPE OF BASIC SERVICES (PHASE-1)

A. Design Construction Documents & Opinion of Probable Cost

An opinion of probable cost for construction has been prepared for the program elements identified by the City for construction in this phase of the project. We have based our fee on the estimated construction amount presented in Preliminary Cost Estimate dated January 4th, 2025 which is, for Fairview Park: \$3,967,960.00.

The services in this phase are divided into three sections: (1) Construction Documents and Specifications; (2) Bidding and Contract Award; (3) Construction Manager at Risk; and (4) Construction Administration. Each section sets forth the services to be performed.

Fairview Park Concept Plan

This proposal is based on the Concept Plans and Preliminary Cost Estimates prepared with staff review. An opinion of probable cost for construction of the park will be developed and revised as the project progresses through the design development phases.

Construction Documents and Specifications

Construction documents and specifications will be prepared for the park elements outlined in the Opinion of Probable Cost for construction dated January 4th, 2025. The consulting team will perform the following tasks in this section of the project:

- Grading Plan(s), which will establish grades for all elements of the project.
- Parking Lots and Interior Park Roads
- Storm Sewer / Site Drainage

- On-Site Utilities (Water, Sewer, Electric)
- Layout Plan(s) locating by dimensions all structures, walks
- Restroom Building (Pre-Fabricated)
- Lighting for Parking Lots
- Construction Details providing plans, sections, elevations of the individual elements of the plan.
- Prepare proposal forms and appropriate add or deduct alternates.
- Prepare the project manual in conjunction with the Construction Manager at Risk (CMR).

B. Bidding and Contract Award

CEI shall provide required bidding support as requested by Client. We assume bidding will be done by the Client. The Consultant will be responsible for the following tasks in this phase:

- Answer questions and interpret drawing during the bidding period.
- Assist the City in assessing bids.
- Prepare and distribute any required addendum.
- Attend the bid opening and prepare a bid tabulation sheet for completion at the bid opening.
- Analyze the bids and make a written recommendation to the City for awarding a contract.

C. Construction Manager at Risk

Should the City elect to construct the park utilizing the Construction Manager at Risk CEI can prepare the advertisement for selection of Construction Manager at Risk (CMR). This is a document which is prepared and used to solicit proposals for selection of the CMR.

CEI will assist the City in reviewing the proposals and determining the most qualified for CMR and will participate with the City during the interviews/interview process of the Construction Manager Firm.

D. Construction Observation and Administration

CEI will provide limited construction administration during the construction phase of this project. The following tasks are anticipated to be provided during this phase of the project.

- Consultation and advice to the City.
- Preparation of elementary and supplementary sketches required to resolve field conditions.
- Approval of submittals and shop drawings submitted by contractors for conformance with the design concept.
- The consulting team shall make periodic site visits to determine if the project is proceeding in accordance with the contract documents. The consulting team shall not be responsible or liable for the Contractor's failure to perform the construction work in accordance with the contract documents.
- Review and approval of all certificates for payment submitted by the Contractor.
- Prepare Change Orders for the City's approval and execution.
- Coordinate final site walk through with the City at the conclusion of the construction and provide a punch list to Contractor to complete the project.
- Construction staking and as-built surveys are not included in this proposal, but those services are available to the Owner or Contractor upon request as an additional service.

Total Phase 1 Fees\$456,315.40
 ▪ Fairview Park Fees: \$456,315.40

III. SCOPE OF ADDITIONAL SERVICES (PHASE-2)

A. Geotechnical Report

A geotechnical report will provide soil analysis and recommendation for the construction of various elements in each park. Based on our experience, we recommend that the City allow the following for each:

- Fairview Park Fees: \$5,000

B. Plan, Specification, and Travel Reimbursables

The Consultant will invoice the City at cost for all out-of-house printing of plans, specifications and plotting of AutoCAD files. Requested mounting or laminating of master plans will also be invoiced at the incurred cost.

In-house printing of check prints for use in preparing the construction documents are included in the basic design services.

Postage and delivery expenses will not be invoiced during the Design Phase of the contract. Courier, express mail, or overnight delivery charges, as well as the cost of mailing sets of contract documents to prospective bidders will be charged to the City.

Travel expenses for these visits, including mileage, will be billed according to the actual costs incurred. Additionally, CEI will provide all necessary administrative support, including document management, project scheduling, and coordination with sub-consultants and regulatory agencies. Administrative costs will cover expenses for printing, copying, postage, and other materials required for project documentation and communication. We recommend the City budget \$3,333.00 for this task.

C. Texas Department of Licensing and Regulation Fee

The City should budget the following for plan review and inspection fees for ADA compliance. For each park, please budget:

- Fairview Park Fees: \$2,275

Total Phase 2 Fees\$10,608.00

SUMMARY OF FEES

Phase I – Basic Design Services & Construction Documents for Phase I

- Fairview Park Fees: \$456,315.40

Phase I Total: \$456,315.40

Phase II – Additional Services

Geotechnical Report\$5,000.00

Additional Services Total: \$5,000.00

Reimbursable Expenses

Plan. Specification, and Travel Reimbursables\$3,333.00
TDLR Fees\$2,275.00

Reimbursable Expenses Total: \$5,608.00

TOTAL SERVICES FEES:\$466,923.40

IV. RESPONSIBILITY OF CLIENT

Client shall provide to CEI, the following items:

A. Retainer

No retainer is required for this project. Timely payments are required in order to avoid a cessation of work. Payment for services shall not be dependent on receipt of reimbursement from other parties.

B. Project Documents

Client shall provide the following:

1. Access to the Site
2. Notice to proceed

C. Engineer's Consent to Assign Documents

If the Client or the Client's financial institution requests an Engineer's Consent to Assign Document (or similar), the Client shall be responsible for the administrative costs associated with the processing and the added risk to CEI or the inability to control such risk imposed by non-contractual financial entity's consignment documentation, at a cost of \$1,000.00 per consent document. Execution of this agreement does not limit CEI's right to negotiate an assignment that is fair and reasonable for itself and the Client, nor does it guarantee agreement to all assignment terms.

V. SERVICES NOT INCLUDED / ADDITIONAL SERVICES

In addition to the services described above, CEI is capable and available to provide the following services on an "as requested" basis. All additional services will be performed on an hourly basis per the current Schedule of Charges.

- Feasibility study, including physical, political, and/or financial opportunities or constraints
- Contract management and coordination of subconsultants including, but not limited to, the follow services:
 - Environmental studies/report (e.g. Phase I & II ESAs)
 - Traffic study/report
 - Water flow test/distribution report
 - Historical and archeological studies
 - Ecological studies (e.g. wetland and threatened & endangered species)
- Preparation of perspectives, renderings, and models
- Preparation/presentation of conditional or special use permit applications
- Obtaining new or updated title policies
- Platting/replatting
- Preparation of easement and right of way documents, including new and vacations/abandonments
- Preparation of covenant and development agreements
- Design and plan preparation for major stormwater drainage improvements or relocations (e.g. box culverts, large ditches, and storm sewers greater than 4-foot in diameter)
- Preparations of flood studies, elevation certificates, FEMA or Corp of Engineer applications or permits

- Preparation of documentation, applications or permits for stormwater pollution prevention plans, NOIs, etc.
- Design and plan preparation for offsite utility extensions other than those immediately adjacent to the project site
- Design and plan preparation for offsite street improvements, such as road widenings, acceleration/deceleration lanes, and medians (*design/plans for both curb cuts and municipal sidewalks along the site frontage will be included in the basic services for design projects*)
- Preparation of retaining wall design/plans
- Construction staking
- As-built survey/preparation of final record drawings

Boundary Issues

Boundary determinations often disclose unseen or unknown conflicts between record documents and/or the location of physical improvements. Thus, in the process of conducting the research, field work, and/or analysis, if the surveyor identifies a possible boundary or title conflict, a sketch showing the revealed conditions will be prepared and a meeting with the client and affected neighbors (if desired) will be scheduled. Following the meeting, if the client wishes to engage the surveyor to assist in pursuing resolution of the problem as a consultant, expert and/or formal or informal mediator, the contract will be modified accordingly. Otherwise, the client will be invoiced only for the time expended to that point, and work on the survey will be suspended until or unless the client is able to resolve the issue by agreement or litigation, at which time a subsequent contract may be executed to complete the survey pursuant to that agreement or litigation.

VI. SCHEDULE OF CHARGES

Charges for our services are divided into three categories: Labor, Consultants, and Reimbursable Expenses.

LABOR: For fees billed on an hourly basis, labor charges are billed by category as follows:

TEXAS (02-01-24)

Officer / Branch Manager	\$ 235.00
Department Manager	\$ 215.00
Client Sector Leader	\$ 205.00
Senior Project Manager	\$ 195.00
Program Manager	\$ 190.00
Project Manager	\$ 175.00
Assistant Project Manager	\$ 140.00
Senior Project Engineer	\$ 190.00
Project Engineer	\$ 165.00
Assistant Project Engineer	\$ 135.00
Civil Designer	\$ 125.00
Registered Landscape Architect	\$ 160.00
Lead Landscape Designer	\$ 130.00
Landscape Designer	\$ 125.00
Project Surveyor	\$ 165.00
Assistant Project Surveyor	\$ 130.00
Survey Project Manager	\$ 160.00
Assistant Survey Project Manager	\$ 130.00
Sr. Survey Party Chief	\$ 120.00
Survey Party Chief	\$ 95.00
Survey Technician	\$ 105.00
Field Specialist	\$ 85.00
Senior Project Designer	\$ 150.00
Project Designer	\$ 130.00
CAD Designer	\$ 105.00
CAD Technician	\$ 90.00

Construction Observer	\$ 110.00
Land Acquisition Manager	\$ 150.00
Land Acquisition Agent	\$ 130.00
Project Coordinator	\$ 120.00
Program Assistant	\$ 90.00
Administrative Assistant	\$ 75.00

SUB-CONSULTANT SERVICES: In cases where CEI retains another consultant to provide services outside of our area of practice, cost of such services will be charged at 110% of actual invoice cost.

REIMBURSABLE EXPENSES: Outside services, and related materials, will be charged at the actual invoice cost. In addition, direct out-of-pocket costs such as postage, delivery services, travel (other than vehicle mileage), and subsistence expenses will be charged at actual costs. Vehicle mileage is billed at the applicable I.R.S. rate allowed per mile.

All impact, permitting, expediting, and review fees will be charged at 15% over the cost of the fee unless the client is willing to pay those fees directly to the service provider.

REVENUE RECOGNITION

The intellectual services and resulting instruments of service (Scope of Basic Services and any subsequently agreed amendments or additions) provided by this Agreement whether in various stages of completeness or in whole are considered earned by CEI in its performance obligation to Client as prescribed by said Agreement and deemed usable by Client at the time they are earned, cost incurred, and progressively billed. Further, at time of received payment by Client, Client acknowledges its possession of, acceptance, and confirms its legal right to use said intellectual services and resulting instruments of service, in part or in whole, for the specific intent they were provided.

VII. STANDARD TERMS AND CONDITIONS

STANDARD OF PRACTICE

Services performed by CEI under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by similar professionals currently practicing in the same locale under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise. All other common law warranties are hereby expressly disclaimed.

Client agrees that payment of all CEI invoices under this Agreement is for services rendered on behalf of Client and payment is not conditioned on (1) the receipt of any municipal or governmental approvals, authorizations, permits, or licenses or any type; (2) the availability of any Utility services; or (3) payment to Client by any third party.

OWNERSHIP OF DOCUMENTS

All documents including drawings and specifications prepared or furnished by CEI pursuant to this Agreement are instruments of service in respect to the project and CEI shall retain an ownership and property interest therein whether or not the project is completed. Client may make and retain copies for information and reference in connection with the use and occupancy of the project by Client or others.

RE-USE OF DOCUMENTS

Copies of all reports, drawings, specifications, field data, field notes, laboratory test data, calculations, estimates, and other documents provided to Client as instruments of service are for use on the project specifically described in this Agreement. Any re-use of these by the Client for any other project or extension of this project, without the express, written authorization, verification, or adaptation by CEI, will be at Client's sole risk and without liability or legal exposure to CEI or CEI's independent professional associates or consultants, and Client shall indemnify, hold harmless and defend CEI and

CEI's independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom.

INSURANCE

CEI maintains the following insurances:

Worker's compensation of a form and in an amount as required by law and employer's liability insurance of \$1,000,000.

Comprehensive general liability with limits of \$4,000,000 (\$2,000,000 per occurrence), and automotive liability insurance with limits of \$1,000,000 combined single limit.

Excess liability umbrella insurance of \$5,000,000.

Professional liability insurance with a limit of \$2,000,000, per claim/annual aggregate.

Upon written request of Client, CEI will provide additional insurance, if available; including increased coverage and/or limits, and the Client shall pay CEI an agreed amount for the increased coverage.

LIMITATION OF LIABILITY

The Client hereby agrees that, to the fullest extent permitted by law, CEI's total liability to Client for any and all injuries, claims, losses, expenses, or damages whatsoever arising including but not limited to CEI's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty shall not exceed the total sum paid on behalf of or to CEI by CEI's insurance policies applicable thereto and CEI's deductible amounts (excluding fees, costs & expenses of investigation, claim adjustment, defense, and appeal).

Any service deleted from this offer by the Client will become the responsibility of the Client. If this proposal was written without the benefit of an on-site investigation, changes in the scope may be necessary. CEI shall be held harmless in the event that any unseen condition adversely affects the design or intended use of the property in any way.

WAIVER OF CONSEQUENTIAL DAMAGES

Client hereby irrevocably and unconditionally waives, to the maximum extent allowed by law, any right to claim or recover any special, exemplary, indirect or consequential damage in any legal action or proceeding in respect of this contract unless otherwise stipulated herein.

DISPUTE RESOLUTION

Client and CEI agree to attempt to settle all claims, disputes or controversies arising out of, or in relation to the interpretation, application or enforcement of this Agreement by direct discussions; however, absent resolution by direct discussions, they agree to attempt to settle disputes by formal mediation according to the Construction Industry Mediation Rules of the American Arbitration Association.

Client and CEI waive consequential damages for claims, disputes, or other matters in question arising out of or related to this agreement. This mutual waiver is applicable, without limitations, to all consequential damages due to either party's termination of this agreement, except for any licensing or use fees charged to Client by CEI for continued use of CEI's instruments of service upon termination of this agreement.

SEVERABILITY

Any element of this Agreement later held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force. However, the Client and CEI will in good faith attempt to replace an invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing or achieving the intent of the original provision.

PROJECT PUBLICITY AND RECOGNITION

During development construction, or upon completion of the project, CEI's name will be included on any public recognition / project identification display indicating design team, owners, and / or financiers. CEI shall be allowed to place or hang a temporary banner on the site during construction of the project.

LIEN RIGHTS

Client agrees that CEI shall have a lien upon real property constituting the project site for all unpaid sums due pursuant to this agreement or any addendum hereto, and that CEI is authorized to perfect a lien, enforce the lien, and foreclose the lien in the manner prescribed under local statutes for the perfection, enforcement and foreclosure of a mechanic and material man's lien upon real property.

AMENDMENTS

The duties, responsibilities, and limitation of authority of the Client or CEI shall not be made or extended without a written, executed agreement between CEI Engineering Associates, Inc and the Client.

PROJECT DELAY

Client acknowledges that in the event this project is delayed or put on hold for more than 60 days, after authorization to proceed, Client acknowledges that a resumption fee may be necessary based on the progress of the project prior to the hold and the timing associated with the hold. Client and CEI agree to negotiate a reasonable resumption fee prior to resumption.

SUCCESSORS AND ASSIGNS

CEI Engineering Associates, Inc and the Client each bind themselves, their associates, directors, partners, successors, executors, administrators and assigns to the other party to this Agreement and to the associates, directors, partners, successors, executors and administrators and assigns to such other party, with the respect to all obligations contained in this Agreement. CEI Engineering Associates, Inc. may assign its rights and obligations under this Agreement at any time without the consent of the Client. However, the Client shall not assign its obligations under this Agreement or sublet as a whole, without the prior written approval by CEI Engineering Associates, Inc.'s of the successor or assignee and its ability to comply with the terms and conditions of this and/or subsequent written Agreement. All assignments made by Client without CEI Engineering Associates, Inc.'s consent shall be considered null and void.

TERMINATION

Either Party may terminate this Agreement in full or in part, in writing, if the other Party fails to fulfill its obligations under the Agreement through no fault of the other Party. In such event, one may declare the other in default by issuing a written Declaration of Default and terminate the Agreement for cause. Prior to, an opportunity to cure any default or breach shall be given by way of a written notice being delivered to the Breaching Party including a description of the conditions constituting default or breach of the Agreement and providing the Breaching Party a period of time of ten (10) days within which to correct such conditions. If defined default or breach is not corrected within allotted number of days, then the written Declaration of Default may be issued. Upon any termination or suspension of an Agreement, CEI Engineering Associates, Inc. shall be paid for all work performed up to the date of termination or suspension.

Termination or suspension of contract shall exist when services conducted and provided by CEI to the date of termination are paid by Client and shall be deemed nonrefundable, at which time, control of said provided services will be transferred to Client with no further obligation of CEI.

PROVIDED DATA

Any information or data provided by Owner or Owner's representatives or by a third party as directed by Owner or Owner's representative to CEI to be used as base or supplemental information or data to the scope shall be considered reliable and CEI shall be held harmless to any errors or omissions due to its use.

SITE SAFETY OR CONTROL

In no form or fashion shall it be implied or assumed, unless expressly written into scope, that CEI has or will be responsible for an Owner's or Contractor's control of the site nor will CEI dictate the means and methods of the Owner, Contractor and Contractor's subcontractors regarding

preparation of, conducting, and the completion and closeout of construction, safety, and control of site.

All provisions under the heading "STANDARD TERMS AND CONDITIONS" shall survive termination or completion of this agreement.

VIII. APPROVAL SIGNATURE AND AUTHORIZATION TO PROCEED

Execution of this document in all required locations shall form the entire Professional Services Agreement between the Client and CEI. This Proposal and Agreement shall be executed by both parties, with both parties receiving a fully executed copy thereof. A copy of the executed Agreement shall be equally binding as the original.

In the event that the Client issues a notice to proceed to CEI prior to the execution of this contract, the Client acknowledges that the services rendered by CEI will be in accordance with the terms and conditions contained in this proposal.

In the event that the Client instructs services on the contract/agreement to be on hold for a period greater than forty-five days, Client acknowledges that CEI will not proceed until a new contract between CEI and the client can be executed.

This proposal shall become null and void if signatures have not been obtained within forty-five days of proposal date. If authorization to proceed is not given after the proposal has been executed said agreement will become null and void within forty-five days of the date of the Client's signature.

The following is the complete Contracting Entity (Client) name and address that is responsible for this contract, its terms and conditions, and for payment of CEI invoices:

Contracting Entity Name (Client) include its business structure of INC, LLC, LP, etc.
Responsible for contract terms, conditions, obligations and payment

Complete mailing address for invoicing and/or receiving notification (Street / PO Box/ Suite number, if required)

City / State / Zip

Complete Phone Number

Signature - legally authorized to bind Contracting Entity	Print Name	Title	Date
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Signature, CEI Engineering Associates, Inc.	Print Name	Title	Date
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Preliminary Cost Estimate
FAIRVIEW PARK- RECREATIONAL ENHANCEMENT PROJECT
Concept Plan- 'A'- Phase I- Parking, Restroom, Landscaping & Irrigation January 4th, 2025

ITEM	LUMP SUM
PHASE I PARKING	
1 Earthwork & Top Soil (Allowance)	\$ 100,000.00
2 Demo of Existing Lighting, Concrete Parking, Roads, and Flatwork	\$ 60,000.00
3 Sidewalks (13,800 Sq. Ft.)	\$ 110,400.00
4 Entry Drive- East of Pool	\$ 125,000.00
5 Concrete Parking- East of Pool (Approx. 200 Spaces) (Approx. 90,000 Sq. Ft.)	\$ 900,000.00
6 Parking Lot Lights & Area Lights	\$ 150,000.00
7 Irrigation (Common Areas)	\$ 75,000.00
8 Landscaping / Trees	\$ 75,000.00
9 Erosion Control	\$ 40,000.00
10 Construction Testing	\$ 20,000.00
11 Mobilization	\$ 25,000.00
12 Food Truck Access	\$ 75,000.00
13 Restroom Building	
PARKING TOTAL: \$ 1,755,400.00	
INFRASTRUCTURE	
14 Water Line	\$ 10,000.00
15 Sewer Line	\$ 10,000.00
16 Storm Sewer	\$ 30,000.00
INFRASTRUCTURE TOTAL: \$ 50,000.00	
PLAZA FOR FESTIVAL EVENTS	
17 Concrete Pavement	\$ 200,000.00
18 Restroom Building	\$ 700,000.00
19 Pavilion Structure Small	
20 Pavilion Structure Large	\$ 600,000.00
21 Game Tables, Checkers, Chess, Cornhole Courts, Horse Shoes, etc.	
PLAZA FOR FESTIVAL EVENTS TOTAL: \$ 1,500,000.00	
OTHER	
22 Fence at Existing Baseball Field	\$ 50,000.00
23 Landscaping / Trees	
24 Erosion Control	\$ 40,000.00
25 Construction Testing	\$ 25,000.00
26 Mobilization	\$ 30,000.00
OTHER TOTAL: \$ 145,000.00	
SUB TOTAL: \$ 3,450,400.00	
Pre-Design Contingency (13%) & Contractor Bonds (2%) : \$ 517,560.00	
SUB TOTAL: \$ 3,967,960.00	
**A & E Fees: (11.5%): \$ 456,315.40	
GRAND TOTAL: \$4,424,275.40	

*** THIS IS A PRE-DEISGN ESTIMATE BASED ON CONCEPT PLAN 'A'**

All quantities and prices shown are preliminary and are subject to change based on further design development and construction price increases. Revised cost estimates will be prepared as design moves through Construction Document development. **The A&E fees are an estimate based on previous projects and current construction cost estimate. The range would be between 13% to 15% depending on the final scope of the services.

Fairview Park Playground





City Council Regular Meeting

Agenda Item No. G.6.

Meeting Date: 3/17/2025

Prepared By: Theresa Hutchinson, Park & Recreation Manager

Approved By: Zachary Flores, Assistant City Manager

Caption:

RESOLUTION NO. 7500

Authorizing the Execution of a Professional Services Agreement with CEI Engineering, Inc. for the Design of Hawn Park Futsal Courts and Parking.

Issue:

Authorizing the Execution of a Professional Services Agreement with CEI Engineering, Inc. for the Design of Hawn Park Futsal Courts and Parking.

Background:

The proposed addition of Futsal Courts and additional parking at Hawn Park marks a significant advancement in our continuous efforts to enhance the quality and inclusivity of Sherman's park system. By investing in these upgrades, we are not only aligning with the strategic goals of our Parks, Recreation, and Open Space Master Plan, but we also reaffirm our commitment to providing exceptional recreational spaces for all members of our community.

The most recent enhancements to Hawn Park took place in 2018 with the complete renovation of the Skate Park.

Hawn Park is a notable regional park located on the east side of Sherman, making it a prime candidate for improvements. The introduction of Futsal Courts and the accompanying parking facilities is anticipated to greatly enhance the diverse recreational interests of our community.

CEI, Inc is uniquely qualified to provide design services for this project due to their specialized expertise in Parks and Trails, offering a comprehensive service at a competitive cost that aligns with industry standards. Their prior collaboration with staff on the City's Open Space, Parks, and Trails Master Plans ensures they possess an in-depth understanding of the City's vision and specific needs, making them the best choice for this initiative. CEI, Inc. and City Staff have engaged in discussions over the past several months regarding the renovation of Hawn Park. Conceptual plans and preliminary cost estimates have been developed to facilitate these discussions and define the scope of services. The following program elements for the park are outlined below:

- Two Futsal Courts
- Bleacher Shade Canopies
- Court Lighting
- Pre-Fabricated Restroom
- Futsal Court Parking
- Access Drives
- Sidewalks
- Water, Sewer, and Electrical Infrastructure for Restroom

Funding for design services totaling \$221,340.00 has been secured for this project as part of the fiscal year 2023-24 Capital Improvement Program, demonstrating the City's unwavering commitment to enhancing recreational opportunities for all residents.

Origination:

Parks and Recreation Department

Financial Consideration:

The cost of the design services is \$221,340.00. Funding was approved as part of the fiscal year 2023-24 Capital Improvement Program.

Staff Recommendation:

It is recommended that the City Council approve the proposed agreement.

Alternatives:

As directed by City Council.

Attachments:

1. Resolution No. 7500
2. Hawn Professional Services Agreement Signed
3. CEI Proposal-Sherman Hawn Park 2025-01-04
4. Preliminary Cost Estimate - Hawn Park
5. Hawn Map

RESOLUTION NO. 7500

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH CEI ENGINEERING, INC. FOR THE DESIGN OF HAWN PARK FUTSAL COURTS AND PARKING; 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 Professional Services Agreement with CEI Engineering, Inc. for the Design of Hawn Park futsal courts and parking, 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 17th day of March 2025.

CITY OF SHERMAN, TEXAS

ATTEST:

**BY: _____
LINDA ASHBY, CITY CLERK**

**BY: _____
SHAWN TEAMANN, MAYOR**

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

**BY: _____
RYAN D. PITTMAN, CITY ATTORNEY**

AGREEMENT
BETWEEN
THE CITY OF SHERMAN, TEXAS AND
CEI ENGINEERING ASSOCIATES, INC
FOR
PROFESSIONAL SERVICES

Made as of the _____ day of _____, 2025:

Between City: **The City of Sherman, Texas**
 220 W. Mulberry Street
 Sherman, Texas 75090
 Telephone: (903) 892-7208

and Consultant: **CEI Engineering Associates, Inc.**
 3030 LBJ Freeway, Suite 100
 Dallas, TX 75234
 Telephone: (972) 488-3737

for the following Project: **Hawn Park Futsal, Restroom & Parking Project**

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Sherman, Texas, a home-rule municipality ("City"), and CEI Engineering Associates, Inc, an Arkansas Corporation ("Consultant"), to be effective from and after the date as provided above. City and Consultant are at times each referred to herein as a "party" or collectively as the "parties."

WHEREAS, City desires to engage Consultant to provide professional services for the Hawn Park Futsal, Restroom & Parking Project ("Project"); and

WHEREAS, Consultant desires to render such professional services ("Services") for City on the terms and conditions provided herein.

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

That for and in consideration of the covenants contained herein, for the mutual benefits to be obtained hereby and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1 CONSULTANT'S SERVICES

- 1.1 **Employment of Consultant** – City hereby agrees to retain Consultant to perform the Services in connection with the Project. Consultant agrees to perform the Services in accordance with the terms and conditions of this Agreement. Consultant further agrees that if any employee of Consultant who is performing the day-to-day Services under this Agreement for the Project is separated, for any reason, from employment with Consultant, Consultant shall provide City with written notice thereof at least five (5) business days' prior to said separation unless circumstances reasonably warrant a shorter notice period, which shall not exceed two (2) business days following the separation.
- 1.2 **Scope of Services** – The parties agree that Consultant shall perform the Services as are set forth and described in **Exhibit A**, attached hereto and incorporated herein by reference for all purposes ("**Scope of Services**"). The parties understand and agree that deviations or modifications to the Scope of Services described in **Exhibit A**, in the form of a written amendment to this Agreement, may be authorized from time to time by City ("**Amendment**").
- 1.2.1 **Requirement of Written Amendment** – "Extra" work, "claims" invoiced as "extra" work or "claims" which have not been issued as a duly executed, written Amendment by the Sherman Director of Parks & Recreation or designee will not be authorized for payment and/or shall not become part of this Agreement. A duly executed, written Amendment requiring additional funding of \$50,000 or more of the original contract amount shall be preceded by the Sherman City Council's authorization for the Sherman City Manager to execute said Amendment.
- 1.2.2 **CONSULTANT SHALL NOT PERFORM ANY "EXTRA" WORK AND/OR ADDITIONAL SERVICES WITHOUT A DULY EXECUTED, WRITTEN AMENDMENT ISSUED BY THE CITY.**
- 1.3 **Schedule of Work** – Consultant agrees to commence work immediately on the execution of this Agreement, and to proceed diligently with said work to completion as described in the Project Engineering Budget Summary, attached hereto as **Exhibit B** and incorporated herein by reference for all purposes.
- 1.4 **Standard of Care** – Consultant shall perform the Services required hereunder in accordance with the prevailing engineering standard of care by exercising the skill and care ordinarily utilized by engineers performing the same or similar services under the same or similar circumstances in the State of Texas.

ARTICLE 2 CITY'S RESPONSIBILITIES

City shall do the following in a timely manner so as not to delay the Services of Consultant:

- 2.1 **Project Data** – City shall furnish required information that is reasonably requested by Consultant and that City has in its possession at the time of Consultant's request, as expeditiously as necessary for the orderly progress of the Project, and Consultant shall be entitled to rely upon the accuracy and completeness of the information furnished by City under this Article 2.1.
- 2.2 **City Project Manager** – When necessary in City's sole discretion, City shall designate a representative authorized to act on City's behalf with respect to the Project ("Project Manager"). City, the Project Manager and/or his or her authorized designee shall examine the documents submitted by Consultant and shall render any required decisions pertaining thereto as soon as practicable to avoid unreasonable delay in the progress of Consultant's Services.

ARTICLE 3 CONSULTANT'S COMPENSATION

- 3.1 **Compensation for Consultant's Services** – As described in "Article 1, Consultant's Services" of this Agreement, compensation for this Project shall be: (a) for Basic Services, on a Lump Sum basis in an amount not to exceed **Two Hundred Eleven Thousand Two Hundred Thirty Two Dollars (\$211,232.00)**; and (b) for Special Services, in an amount not to exceed **Ten Thousand One Hundred Eight Dollars (\$10,108.00)** (collectively, "Consultant's Fee"); and (c) paid in accordance with this Article 3 and the Project Engineering Budget Summary as set forth in **Exhibit B**.
 - 3.1.1 **Completion of Record Documents** – City and Consultant agree that the completion of Record Documents and/or "As-Built" Documents, including hard copy formatting and electronic formatting, shall be completed, submitted to, and accepted by City prior to payment. Completion of the Record Documents and/or "As-Built" documents shall be included in the Consultant's Fee and considered to be within the Scope of Services defined under this Agreement." The electronic formatting shall be consistent with the standards established in **Exhibit C**, Guidelines for Computer Aided Design and Drafting ("CADD"), which is attached hereto and incorporated herein by reference for all purposes.
 - 3.1.2 **Disputes between City and Construction Contractor** – If the Project involves Consultant performing Construction Administration Services relating to an agreement between a Construction Contractor ("Contractor") and City, and on receipt of a written request by City, Consultant shall research previous and existing conditions of the Project, and make a determination whether or not to certify that sufficient cause exists for City to

declare Contractor in default of the terms and conditions of the Agreement. Consultant shall submit his findings in writing to City, or submit a written request for a specific extension of time (including the basis for such extension), within fifteen (15) calendar days of receipt of the written request from City. City and Consultant agree that if requested by City, completion of this task shall be included in the Consultant's Fee and considered to be within the Scope of Services as defined under this Agreement.

3.1.3 **Consultation and Approval by Governmental Authorities and Franchised Utilities** – Consultant shall be solely responsible for identifying and analyzing the requirements of governmental agencies and all franchise utilities involved with the Project, and for consulting with such agencies and utilities to obtain all necessary approvals and/or permissions. Consultant shall be responsible for preparation and timely submittal of documents required for review, approval and/or recording by such agencies and/or utilities. Consultant shall be solely responsible for making such changes in the construction documents ("Construction Documents") as may be required by existing written standards promulgated by such agencies and/or utilities at no additional charge to City.

3.1.4 **Substantial Compliance with Architectural Barriers Act** – Should the Project fall within the regulatory requirements of the Texas Architectural Barriers Act, Chapter 68 of the Texas Administrative Code, as it exists or may be amended ("Barriers Act"), as solely determined by City, Consultant shall comply with the Barriers Act. As part of the Scope of Services defined in this Agreement, it is the sole responsibility of Consultant to identify and analyze the requirements of the Barriers Act and to become familiar with the governmental authorities having jurisdiction to approve the design of the Project. Consultant shall consult with such authorities to obtain approval for the Project. As part of the Services provided under Consultant's Fee, Consultant shall obtain the Notice of Substantial Compliance for the Project from the Texas Department of Licensing and Regulation ("TDLR"). Consultant shall, without additional compensation, immediately correct any errors, omissions, or deficiencies in the design services and/or construction documents identified by TDLR and/or a Registered Accessibility Specialist ("RAS") at any phase of the Project, either by review of the Construction Documents or inspection of the Project at the commencement of construction, during the construction of the Project or at the completion of construction.

3.1.4.1 **Submission of Construction Documents to TDLR** – Consultant shall mail, ship or hand-deliver the Construction Documents to TDLR not later than five (5) calendar days after Consultant issues the Construction Documents for the Project.

3.1.4.2 **Completion of Registration Form to TDLR** – Consultant shall complete an Elimination of Barriers Project Registration Form

(“Form”) for each subject building or facility within the Scope of the Project, and submit the registration form(s) along with the applicable fees not later than fourteen (14) calendar days after Consultant completes the submittal of the Construction Documents to TDLR.

3.1.4.3 **TDLR Approval of Construction Documents** – After review of the Construction Documents by TDLR, Consultant will be notified in writing of the results; however, it is Consultant’s responsibility to obtain TDLR’s written comments. Consultant shall address all comments that prevent TDLR approval of the Construction Documents, including comments relating to conditional approval that must be addressed in the design and construction of the Project. Consultant shall resubmit Construction Documents to TDLR for review prior to the completion of construction of the Project.

3.1.4.4 **TDLR Project Inspection** – Consultant shall request an inspection from TDLR or a TDLR locally approved RAS no later than thirty (30) calendar days after the completion of construction of the Project. Consultant shall advise City in writing of the results of each Project inspection. City reserves the right to verify the written results with TDLR at any time during design, construction, or at the completion of the Project.

3.1.4.5 **Corrective Modifications following TDLR Project Inspection** – When corrective modifications to achieve substantial compliance are required, the TDLR inspector or the RAS shall provide Consultant a list of deficiencies and a deadline for completing the modifications. Consultant shall provide City with this list within five (5) calendar days of receipt. It is the sole responsibility of Consultant to completely address the deficiencies by the stated deadline or to obtain a written notice of extension from the TDLR. When the corrective measures have been completed, Consultant shall provide the TDLR (and/or the RAS who completed the inspection) and City with written verification of the corrective measures completed

3.2 **Direct Expenses** – Direct Expenses (“Direct Expenses”) are included in Consultant’s Fee as described in Article 3.1 of this Agreement and include actual reasonable and necessary expenditures made by Consultant and Consultant’s employees and subcontractors in the interest of the Project. All submitted Direct Expenses are to be within the amounts as stated in the Project Engineering Budget Summary set forth in **Exhibit B**, and consistent with **Exhibit D**, Guidelines for Direct Expenses; General and Administrative Markup; Travel and Subsistence Expenses, which is attached hereto and incorporated herein by reference for all purposes. Consultant shall be solely responsible for the auditing and accuracy of all Direct Expenses, including those of its subcontractors, prior to submitting to City for reimbursement. Any over-payment by City for errors in submittals for

reimbursement may be deducted from Consultant's subsequent payment for Services; provided, however, that this shall not be City's sole and exclusive remedy for said over-payment.

3.3 **Additional Services** – Consultant shall provide the Services as described in the Scope of Services set forth in **Exhibit A** of this Agreement. If authorized in writing by City, Consultant shall provide additional services, to be compensated as provided in an Amendment to this Agreement on a cost not to exceed sum or hourly basis in accordance with this paragraph ("**Additional Services**") and a mutually agreed estimate of man-hours and expenses. These services may include, but are not limited to:

3.3.1 Additional meetings, hearings, work-sessions or other similar presentations which are not provided for or contemplated in the Scope of Services described in **Exhibit A**.

3.3.2 Additional drafts and revisions to the Project which are not provided for or contemplated in the Scope of Services as described in **Exhibit A**.

3.3.3 Additional copies of final reports and construction plans which are not provided for or contemplated in the Scope of Services as described in **Exhibit A**.

3.3.4 Photography, professional massing models which are not provided for or contemplated in the Scope of Services as described in **Exhibit A**.

3.3.5 Compensation for Additional Services authorized by City shall be in addition to Consultant's Fee and shall be based on direct billable labor rates and expenses.

3.3.6 Compensation for Additional Services authorized by City shall be in addition to Consultant's Fee and shall be based on an hourly basis according to the following personnel rates. The rates set forth in this chart are subject to reasonable change provided prior written notice of said change is given to and approved by City.

Hourly Billable Rates by Position

Position	Hourly Rate
Officer/Branch Manager	\$235.00
Department Manager	\$215.00
Client Sector Leader	\$205.00
Senior Project Manager	\$195.00
Program Manager	\$190.00
Project Manager	\$175.00

Assistant Project Manager	\$140.00
Senior Project Engineer	\$190.00
Project Engineer	\$165.00
Assistant Project Engineer	\$135.00
Civil Designer	\$125.00
Registered Landscape Architect	\$160.00
Lead Landscape Designer	\$130.00
Landscape Designer	\$125.00
Project Surveyor	\$165.00
Assistant Project Surveyor	\$130.00
Survey Project Manager	\$160.00
Assistant Project Survey Manager	\$130.00
Sr. Survey Party Chief	\$120.00
Survey Party Chief	\$ 95.00
Survey Technician	\$105.00
Field Specialist	\$ 85.00
Senior Project Designer	\$150.00
Project Designer	\$130.00
CAD Designer	\$105.00
CAD Technician	\$ 90.00
Construction Observer	\$110.00
Land Acquisition Manager	\$150.00
Land Acquisition Agent	\$130.00
Project Coordinator	\$120.00
Program Assistant	\$ 90.00
Administrative Assistant	\$ 75.00

- 3.4 **Invoices** – No payment to Consultant shall be made until Consultant tenders an invoice to City. Consultant shall submit monthly invoices for Services rendered, based upon the actual percentage of work complete at the time the invoice is prepared, or shall submit invoices to City immediately upon completion of each individual task listed in **Exhibit B**. On all submitted invoices for Services rendered, Consultant shall include appropriate background materials to support the submitted charges on said invoice. Upon request, such background material may include, but is not limited to, employee timesheets, invoices for work obtained from other parties, and receipts and/or log information relating to Direct Expenses. All invoices shall provide a summary methodology for administrative markup and/or overhead charges.
- 3.5 **Timing of Payment** – City shall make payment to Consultant for said invoices within thirty (30) days following receipt and acceptance thereof. The parties agree that payment by City to Consultant is considered to be complete upon mailing of payment by City. Furthermore, the parties agree that the payment is considered to be mailed on the date that the payment is postmarked.

- 3.6 **Disputed Payment Procedures** – In the event of a disputed or contested billing by City, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. City shall notify Consultant of a disputed invoice, or portion of an invoice, in writing by the twenty-first (21st) calendar day after the date City receives the invoice. City shall provide Consultant an opportunity to cure the basis of the dispute. If a dispute is resolved in favor of Consultant, City shall proceed to process said invoice, or the disputed portion of the invoice, within the provisions of Article 3.5 of this Agreement. If a dispute is resolved in favor of City, Consultant shall submit to City a corrected invoice, reflecting any and all payment(s) of the undisputed amounts, documenting the credited amounts, and identifying outstanding amounts on said invoice to aid City in processing payment for the remaining balance. Such revised invoice shall have a new invoice number, clearly referencing the previous submitted invoice. City agrees to exercise reasonableness in contesting any billing or portion thereof that has background materials supporting the submitted charges.
- 3.7 **Failure to Pay** – Failure of City to pay an invoice, for a reason other than on written notification as stated in the provisions of Article 3.6 of this Agreement, to Consultant within sixty (60) days from the date of the invoice shall grant Consultant the right, in addition to any and all other rights provided, to, upon written notice to City, suspend performance under this Agreement, and such act or acts shall not be deemed a breach of this Agreement. However, Consultant shall not suspend performance under this Agreement prior to the tenth (10th) calendar day after written notice of suspension was provided to City, in accordance with Chapter 2251, Subchapter “D” of the TEX. GOV’T CODE. City shall not be required to pay any invoice submitted by Consultant if Consultant breached any provision(s) herein.
- 3.8 **Adjusted Compensation** – If the Scope of the Project (“Scope of the Project”) or if the Services are materially changed due to no error by Consultant in the performance of Services under this Agreement, the amounts of Consultant’s compensation shall be equitably adjusted as approved by City in its sole discretion. Any additional amounts paid to Consultant as a result of any material change to the Scope of the Project shall be authorized by written Change Order duly executed by both parties before the Services are performed.
- 3.9 **Project Suspension** – If the Project is suspended or abandoned in whole or in part for more than three (3) months, Consultant shall be entitled to compensation for any and all work completed to the satisfaction of City in accordance with the provisions of this Agreement prior to suspension or abandonment. In the event of such suspension or abandonment, Consultant shall deliver to City all finished or unfinished documents, data, studies, drawings, maps, models, reports, photographs and/or any other items prepared by Consultant in connection with this Agreement prior to Consultant receiving final payment. If the Project is resumed after being suspended for more than three (3) months, Consultant’s compensation shall be equitably adjusted as approved by City. Any additional amounts paid to Consultant after the Project is resumed shall be agreed upon in writing by both

parties before the services are performed

- 3.10 **Fixed Budget Limit for Construction Cost** – If a fixed budget limit for the Construction Cost has been established, the Consultant shall be permitted to make reasonable adjustments in the scope of the Project and to include alternate bid items in the Bid Proposal to adjust the Construction Cost to the fixed limit. However, this paragraph shall not operate to increase the fixed budget limit of the Construction Cost established in this Agreement. All adjustments in the Scope of the Project shall be approved by the City and documented in writing. Should the lowest bona fide bid for construction of the Project be in excess of 130% of \$2,048.032.00 due to the negligence or other fault of the Consultant, the City may (1) give written approval of an increase in such fixed limit, (2) authorize rebidding or re-negotiating of the Project, (3) terminate the Project and this Agreement in accordance herewith, or (4), require that the Consultant adjust the Project scope or quality, or both, as necessary to reduce the Construction Cost to within the budgetary constraints. In the case of (4) the Consultant, without additional charge to the City, shall consult with the City and shall revise and modify the drawings and specifications as necessary to achieve compliance with the fixed limitation on Construction Cost. These revisions and modifications may include splitting the Project into multiple Construction Phases that will fall within budget constraints. The Consultant shall provide the services defined in Exhibit A, as required, for each of the new phases created by splitting the Project.

ARTICLE 4 OWNERSHIP OF DOCUMENTS

- 4.1 **Documents Property of City** – The Project is the property of City, and Consultant may not use the documents, plans, data, studies, surveys, drawings, maps, models, reports, photographs and/or any materials for any other purpose not relating to the Project without City's prior written consent. City shall be furnished with such reproductions of the Project, plans, data, documents, maps, and any other information as defined in **Exhibit A**. Upon completion of the work, or any earlier termination of this Agreement under **Article 3** and/or **Article 8** of this Agreement, Consultant will revise plans, data, documents, maps, and any other information as defined in **Exhibit A** to reflect changes while working on the Project through the date of completion of the work, as solely determined by City, or the effective date of any earlier termination of this Agreement under **Article 3** and/or **Article 8** of this Agreement, and promptly furnish the same to City in an acceptable electronic format. All such reproductions shall be the property of City who may use them without Consultant's permission for any purpose relating to the Project, including, but not limited to, completion of the Project, and/or additions, alterations, modifications, and/or revisions to the Project. Any reuse of the documents not relating to the Project shall be at City's own risk.
- 4.2 **Documents Subject to Laws Regarding Public Disclosure** – Consultant acknowledges that City is a governmental entity and that all documents, plans,

data, studies, surveys, drawings, maps, models, reports, photographs and/or any items prepared or furnished by Consultant (and Consultant's professional associates and/or sub-consultants) under this Agreement are instruments of service in respect of the Project and property of City. Upon completion of the Project, all of the documents, plans, data, studies, surveys, drawings, maps, models, reports, photographs and/or any items prepared or furnished by Consultant (and Consultant's professional associates and/or sub-consultants) shall thereafter be subject to the Texas Public Information Act (Chapter 552, TEX. GOV'T CODE, as amended) and any other applicable laws requiring public disclosure of the information contained in said documents.

ARTICLE 5 CONSULTANT'S INSURANCE REQUIREMENTS

- 5.1 **Required General Liability Insurance** – Consistent with the terms and provisions of **Exhibit E**, Contractor Insurance Guidelines, which is attached hereto and incorporated herein by reference for all purposes, Consultant shall procure and maintain throughout the term of this Agreement, at no expense to City, a general liability insurance policy with a company that maintains a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s), and is authorized to transact business in the State of Texas, in an amount not less than One Million and 00/100 Dollars (\$1,000,000.00) for each occurrence, and Two Million and 00/100 Dollars (\$2,000,000.00) in the aggregate. Such policy shall name City, its officers, agents, representatives, and employees as additional insureds as to all applicable coverage. Such policy shall provide 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. Such policy 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. Consultant shall furnish City with certificates and required endorsement(s) evidencing such coverage prior to commencing work on the Project.
- 5.2 **Required Professional Liability Insurance** – Consistent with the terms and provisions of **Exhibit E**, Consultant shall procure and maintain throughout the term of this Agreement, at no expense to City, a professional liability (errors and omissions) insurance policy with a company that maintains a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s), and is authorized to transact business in the State of Texas, in an amount not less than One Million and 00/100 Dollars (\$1,000,000.00) for each claim, and Two Million and 00/100 Dollars (\$2,000,000.00) in the aggregate. Such policy 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. Consultant shall furnish City with certificates and required endorsement(s) evidencing such coverage prior to commencing work on the Project.

- 5.3 **Required Workers Compensation Insurance** – Consistent with the terms and provisions of **Exhibit E**, Consultant shall procure and maintain throughout the term of this Agreement, at no expense to City, all Statutory Workers Compensation Insurance as required by the laws of the State of Texas. Such insurance policy shall be with a company that maintains a minimum rating of “A” by A.M. Best’s Key Rating Guide, or other equivalent service(s), and is authorized to transact business in the State of Texas. Such policy 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. Consultant shall furnish City with certificates and required endorsement(s) evidencing such coverage prior to commencing work on the Project.
- 5.4 **Circumstances Requiring Umbrella Coverage or Excess Liability Coverage** – If the Project’s size and scope warrant, and if identified on the checklist located in **Exhibit E**, Consultant shall procure and maintain throughout the term of this Agreement, at no expense to City, an umbrella coverage or excess liability coverage insurance policy with a company that maintains a minimum rating of “A” by A.M. Best’s Key Rating Guide, or other equivalent rating service(s), and is authorized to transact business in the State of Texas, in an amount of Two Million and 00/100 Dollars (\$2,000,000.00). Such policy 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. Consultant shall furnish City with certificates and required endorsement(s) evidencing such coverage prior to commencing work on the Project.

ARTICLE 6 CONSULTANT’S ACCOUNTING RECORDS

Records of Direct Expenses and expenses pertaining to services performed in conjunction with the Project shall be kept on the basis of generally accepted accounting principles. Invoices will be sent to City as indicated in Article 3.4 of this Agreement. Copies of employee time sheets, receipts for direct expense items and other records of Project expenses will be made available if requested.

ARTICLE 7

AUDITS AND RECORDS/VENDOR DISCLOSURE

Consultant agrees that at any time during normal business hours and as often as City may deem necessary, Consultant shall make available to representatives of City for examination all of its records with respect to all matters covered by this Agreement, and will permit such representatives of City to audit, examine, copy and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement, and for a period of four (4) years from the date of final settlement of this Agreement or for such other or longer period, if any, as may be required by applicable statute or other lawful requirement.

Consultant agrees that it is further aware of the vendor disclosure requirements set forth in Chapter 176, TEX. LOC. GOV'T CODE, as amended, and will abide by the same. In this connection, a lawful representative of Consultant shall execute and deliver to City the Conflict of Interest Questionnaire, Form CIQ, attached hereto as **Exhibit F** and incorporated herein for all purposes, no later than the Effective Date of this Agreement.

ARTICLE 8

TERMINATION OF AGREEMENT/REMEDIES

City may, upon thirty (30) days written notice to Consultant, terminate this Agreement, for any reason or no reason at all, before the termination date hereof, without prejudice to any other remedy it may have. If City terminates this Agreement due to a default of and/or breach by Consultant and the expense of finishing the Project exceeds Consultant's Fee at the time of termination, Consultant waives its right to any portion of Consultant's Fee as set forth in Article 3 of this Agreement and agrees to pay any costs over and above the fee which City is required to pay in order to finish the Project. On any default and/or breach by Consultant, City may elect not to terminate the Agreement, and in such event it may make good the deficiency in which the default consists, and deduct the costs from Consultant's Fee due Consultant as set forth in Article 3 of this Agreement. If City terminates this Agreement and Consultant is not in default of the Agreement, Consultant shall be entitled to compensation for any and all work completed to the satisfaction of City in accordance with the provisions of this Agreement prior to termination.

In the event of any termination, Consultant shall deliver to City all finished and/or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs and/or any items prepared by Consultant in connection with this Agreement prior to Consultant receiving final payment.

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 9 DISPUTE RESOLUTION/MEDIATION

In addition to all remedies at law, the parties may agree to attempt to resolve any controversy, claim or dispute arising out of or relating to the interpretation or performance of this Agreement, or breach thereof, by voluntary mediation to be conducted by a mutually acceptable mediator. However, if both parties do not agree to voluntarily mediate any such controversy, claim or dispute, mediation shall not be required.

ARTICLE 10 INDEMNITY

CONSULTANT SHALL RELEASE, 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 ARTICLE 10) 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 (REGARDLESS OF WHETHER THE ALLEGATIONS ARE FALSE, FRAUDULENT OR GROUNDLESS), SUITS, ACTIONS, JUDGMENTS, LIENS, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY’S FEES AND EXPENSES (INCLUDING ATTORNEY’S FEES AND EXPENSES INCURRED IN ENFORCING THIS ARTICLE 10), THAT IN WHOLE OR IN PART ARISE OUT OF OR ARE CONNECTED WITH, OR THAT ARE ALLEGED TO HAVE ARISEN OUT OF OR CONNECTED WITH, GOODS AND/OR SERVICES PROVIDED BY CONSULTANT, ITS OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES OR ANY OTHER THIRD PARTIES FOR WHOM CONSULTANT IS LEGALLY RESPONSIBLE (COLLECTIVELY REFERRED TO AS “CONSULTANT” FOR PURPOSES OF THIS ARTICLE 10) PURSUANT TO THIS AGREEMENT AND/OR THE NEGLIGENT, GROSSLY NEGLIGENT AND/OR INTENTIONAL WRONGFUL ACT AND/OR OMISSION OF CONSULTANT IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT, REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OR STRICT LIABILITY OF THE 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 CONSULTANT AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH THE CONSULTANT, 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. CONSULTANT IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS; PROVIDED, HOWEVER, THAT IF A COURT OF COMPETENT JURISDICTION SIGNS A JUDGMENT THAT BECOMES FINAL AND NON-APPEALABLE, DETERMINING THAT THE CITY (WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY) HAS JOINT, CONCURRENT OR SOLE NEGLIGENCE FOR THE CLAIMS IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS ("JUDGMENT"), THEN CONSULTANT IS NOT REQUIRED TO INDEMNIFY OR DEFEND CITY TO THE EXTENT OF THE NEGLIGENCE APPORTIONED TO CITY FOR EACH CAUSE(S) OF ACTION IDENTIFIED IN THE JUDGMENT. IN THE EVENT THE JUDGMENT PROVIDES THAT CITY IS JOINTLY, CONCURRENTLY OR SOLELY NEGLIGENT FOR THE CLAIMS REFERRED TO THEREIN, CITY AGREES TO REIMBURSE CONSULTANT FOR ALL REASONABLE AND NECESSARY COSTS INCURRED AND PAID BY CONSULTANT THAT ARE ATTRIBUTABLE TO CITY'S PERCENTAGE OF JOINT, CONCURRENT OR SOLE NEGLIGENCE, AS SET FORTH IN THE JUDGMENT, INCLUDING REASONABLE AND NECESSARY ATTORNEY'S FEES AND EXPENSES, WITHIN SIXTY (60) DAYS OF THE DATE THE JUDGMENT BECOMES FINAL AND NON-APPEALABLE. IF THIS AGREEMENT IS A CONTRACT FOR ENGINEERING OR ARCHITECTURAL SERVICES, THEN CONSULTANT'S INDEMNITY AND DEFENSE OBLIGATIONS UNDER THIS ARTICLE 10 ARE LIMITED BY, AND TO BE READ AS COMPLYING WITH, SECTION 271.904 OF THE TEXAS LOCAL GOVERNMENT CODE.

IN ITS SOLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY CONSULTANT 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 CONSULTANT'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF CONSULTANT'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. CONSULTANT 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 CONSULTANT FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND CONSULTANT SHALL BE LIABLE FOR ALL COSTS INCURRED BY CITY. THE RIGHTS AND OBLIGATIONS CREATED BY THIS ARTICLE SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

ARTICLE 11 NOTICES

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 facsimile; 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 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:

Justin Eastwood
Director of Parks & Recreation
City of Sherman
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
Facsimile: (214) 544-4054

Email: rpittman@abernathy-law.com

If to Consultant, addressed to:

Matt Donnell

Project Manager

CEI Engineering Associates, Inc.

3030 LBJ Freeway, Suite 100

Dallas, TX 75234

Telephone: 972-488-3737

Email: mdonnell@ceieng.com

ARTICLE 12 MISCELLANEOUS

12.1 **Complete Agreement** – This Agreement, including the exhibits hereto labeled “A” through “F,” all of which are incorporated herein for all purposes, constitute the entire Agreement by and between the parties regarding the subject matter hereof and supersedes all prior and/or contemporaneous written and/or oral understandings. This Agreement may not be amended, supplemented, and/or modified except by written agreement duly executed by both parties. The following exhibits are attached below and made a part of this Agreement:

12.1.1 **Exhibit A**, Scope of Services.

12.1.2 **Exhibit B**, Project Engineering Budget Summary.

12.1.3 **Exhibit C**, Guidelines for Computer Aided Design and Drafting (CADD).

12.1.4 **Exhibit D**, Guidelines for Direct Expenses; General and Administrative Markup; Travel and Subsistence Expenses.

12.1.5 **Exhibit E**, Contractor Insurance Guidelines.

12.1.6 **Exhibit F**, Conflict of Interest Questionnaire, Form CIQ.

To the extent that **Exhibit A**, **Exhibit B**, **Exhibit C**, **Exhibit D**, **Exhibit E**, or **Exhibit F** 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**, **Exhibit E**, **Exhibit F** or **Exhibit A** shall prevail in that order.

12.2 **Assignment and Subletting** – Consultant agrees that neither this Agreement nor the work to be performed hereunder will be assigned or sublet without the prior written consent of City. Consultant 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 Consultant of its full obligations to City as provided by this Agreement. All such approved work performed by assignment or subletting shall be billed through Consultant, and there shall be no third party billing.

12.3 **Attorney’s Fees** – If either party files any action or brings any proceeding against the other arising from this Agreement, then as between City and Consultant, 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.

12.4 **Successors and Assigns** – City and Consultant, and their respective partners, assigns, successors, subcontractors, executors, officers, agents, employees,

representatives and administrators are hereby bound to the terms and conditions of this Agreement.

- 12.5 **Savings/Severability** – In the event of 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.
- 12.6 **Governing Law/Venue** – This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflict of law principles. The exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Grayson County, Texas.
- 12.7 **Execution/Consideration** – This Agreement is executed by the parties hereto without coercion or duress for any substantial consideration, the sufficiency of which is forever confessed.
- 12.8 **Authority** – The individuals executing this Agreement on behalf of the respective parties below represent to each other that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the other party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.
- 12.9 **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.
- 12.10 **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.
- 12.11 **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.
- 12.12 **Immunity** – It is expressly understood and agreed that, in the execution and performance of this Agreement, City has not waived, nor shall be deemed to have

waived, any immunity, governmental, sovereign and/or official, or defense that is 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 in this Agreement.

- 12.13 **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 and adopted as findings of City and the authorized representative of Consultant.
- 12.14 **Additional Representations** – Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had the opportunity to confer with its counsel.
- 12.15 **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.
- 12.16 **No Third-Party Beneficiaries** – Nothing in this Agreement shall be construed to create 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.
- 12.17 **Indemnity** – The parties agree that the Indemnity provision set forth in Article 10 of this Agreement is conspicuous and the parties have read and understood the same.
- 12.18 **Representations** – All representations and covenants made by one party to the other in this Agreement or in any certificate or other instrument delivered by one party to the other under this Agreement shall be considered to have been relied upon by the other party and will survive the satisfaction of any fees under this Agreement, regardless of any investigation made by either party.
- 12.19 **Independent Contractor** – In performing this Agreement, Consultant shall act as an independent contractor with respect to City. In no event shall this Agreement be construed as establishing a partnership, joint venture or similar relationship between the parties and nothing herein shall authorize either party to act as agent for the other. Consultant shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes and benefits with respect to all of Consultant's officers, directors, partners, employees and representatives, who shall not be considered City employees and shall not be eligible for any employee benefit plan offered by City.

- 12.20 **Debarment/Suspension** – City is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension. City, Consultant and Consultant's subcontractors shall comply with federal and state regulations regarding debarment and suspension. Consultant shall include a statement of compliance with federal and state debarment and suspension regulations in all third-party agreements for work on the Project.
- 12.21 **Restrictions on Lobbying** – City and Consultant are prohibited from using funds awarded under the Agreement for lobbying purposes. Consultant shall include a statement of compliance with this provision in applicable procurement solicitations and third-Party agreements for work on the Project.
- 12.22 **Appropriation of Funds** – Funds are not presently budgeted for City's performance under this Agreement beyond the end of City's current fiscal year. City will give Consultant sixty (60) days' notice if funds for City's performance are not budgeted to continue beyond that time. City shall have no liability for payment of any money for services performed after the end of City's current fiscal year unless and until such funds are budgeted.
- 12.23 **Certifications Required by Texas Law** – In accordance with Chapter 2270 of the Texas Government Code (to the extent applicable), Consultant hereby certifies that Consultant 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), Consultant hereby certifies that Consultant 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), Consultant hereby certifies that Consultant 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.
- 12.24 **Reference to Consultant** – When referring to "Consultant," this Agreement shall refer to and be binding upon Consultant, 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 Consultant is legally responsible.

12.25 **Reference to City** – When referring to “City,” 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.

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective on the date set forth in the introductory clause of this Agreement.

CITY:

City of Sherman, Texas,
a Texas home-rule municipality

By: _____
Zachary Flores, City Manager

CONSULTANT:

CEI Engineering, Inc.
an Arkansas Corporation



By: _____
David Pernas, VP of Finance

APPROVED AS TO FORM:

Abernathy, Roeder, Boyd & Hullett, P.C.
Ryan D. Pittman, City Attorneys

STATE OF TEXAS §
 §
COUNTY OF _____ §

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED _____, 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 PRESIDENT AND DULY AUTHORIZED REPRESENTATIVE FOR _____, AND THAT HE EXECUTED SAID INSTRUMENT FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____ 2025.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
My commission expires: _____

EXHIBIT A SCOPE OF SERVICES

I. PROJECT DESCRIPTION

HAWN PARK FUTSAL, RESTROOM & PARKING PROJECT for construction level Landscape Architecture and Engineering services for Hawn Park in Sherman, Texas. CEI, Inc. and City Staff have met over the last several months to discuss the renovation of Hawn Park. Conceptual plans and preliminary cost estimates were prepared for discussion and to determine the scope of services. The following program elements for the park are outlined below:

HAWN PARK

- (2) Futsal Courts
- Bleacher Shade Canopies
- Court Lighting
- Pre-Fab Restroom
- Futsal Court Parking
- Access Drives
- Sidewalks
- Water, Sewer, Electrical for Restroom

II. GENERAL REQUIREMENTS

- A.** Specific design requirements shall be obtained from the City of Sherman Engineering Design Standards. Consultant will establish and summarize design criteria. The design criteria will be reviewed by the City for approval prior to beginning design work.
- B.** Consultant shall coordinate with other engineering consultants, utility companies, franchise utilities, City of Sherman, pipeline companies, and any other entity which has facilities within or adjacent to the Project.
- C.** Each time the Consultant submits plans and/or specifications to City, two (2) copies (as well as PDF versions) of each shall be submitted, unless otherwise instructed. These shall be reviewed and checked by City and returned to Consultant for corrections. When the corrected copies of the plans and specifications are returned to City, the original and reviewed plans and specifications shall also be returned to City. All plans, specifications, documents, provisions, attachments, and correspondence provided in accordance with this contract shall be dated.
- D.** The Consultant shall submit a monthly report outlining, at a minimum, the work on the project which occurred the previous month, the work expected to be completed the following month, the next major project milestone, and any information needed

EXHIBIT A SCOPE OF SERVICES

from the City. The report is to be submitted with monthly invoice.

E. Communications and Reporting:

- i Attend a pre-design project kickoff meeting with City staff to confirm and clarify scope, understand City objectives, and ensure economical and functional designs meet City requirements.
- ii Attend review meeting with the City at the end of each design phase.
- iii Prepare and submit monthly invoices in the format acceptable to the City.
- iv Prepare and submit monthly progress reports.
- v Prepare and submit baseline Project Schedule initially, Project Schedule updates, and updated Opinion of Probable Construction Cost with each plan submittal.
- vi Coordinate with other agencies and entities as necessary for the design of the proposed infrastructure and provide and obtain information needed to prepare the design.
- vii With respect to coordination with permitting authorities, Consultant shall communicate with permitting authorities such that their regulatory requirements are appropriately reflected in the designs. Consultant shall work with regulatory authorities to obtain approval of the designs, and make changes necessary to meet their requirements.
- viii Attend additional project coordination meetings, if needed.

III. TASK SUMMARY, BASIC SERVICES

A. Preliminary Design Phase

- a. Prepare preliminary engineering review drawings (1"=20' scale or 1"=40' scale, 22"x34" sheets) to include preliminary horizontal and vertical alignments of all proposed improvements with minimal construction-related notes. Cross-sections at least every fifty (50) feet will be required for paving-related or channel-related projects. If necessary, report in sufficient detail to indicate clearly any of the problems involved and provide alternate solutions available to the City. Include preliminary layouts, a right-of-way map, sketches, and cost estimates for the Project and set forth clearly the Consultant's recommendations for any alternate designs.
- b. Water, sanitary sewer, and storm drains will be shown on the plans based on field information and surveys collected by the Consultant and from existing "Record Drawings" provided by the City of Sherman. Other utilities should be shown on the plans based on field information and surveys collected by the Consultant, utility locates requested by the Consultant, and any available "Record Drawings" that the Consultant can obtain from other utilities.
- c. Depending on comments received from the City's review and field

EXHIBIT A SCOPE OF SERVICES

investigations, another set of preliminary phase construction drawings may be required.

- d. Upon completion of the Preliminary Design Phase, the Engineer will advise the City of any geotechnical, soil, foundation, or other subsurface investigations or any special surveys, Level B or A SUE, or special testing which, in the opinion of the Consultant, may be required for the proper execution of the project, and assist the City in arranging for the conduct of such investigations and tests. The performance of geotechnical investigations and tests will not be a part of the Consultant's Basic Engineering Services and will not be included unless specifically authorized in writing under "F. Special Services."
- e. Prior to the Preliminary review meeting with the City, the Consultant shall schedule and attend a project site visit with the City Project Manager and Construction personnel to walk the project. The Consultant shall summarize the City's comments from the field visit and submit this information to the City in writing.
- f. The Consultant will consult with the City, public utilities, private utilities and government agencies to determine the approximate location of above and underground utilities, and other facilities (current and future) that have an impact or influence on the project. Consultant will design City facilities to avoid or minimize conflicts with existing utilities, and where known and possible, consider potential future utilities in designs.

B. Intermediate Design Plans (60%)

- a. Prepare intermediate engineering review drawings that address all comments from the preliminary engineering review, including detailed construction-related notes. Cross-sections at least every fifty (50) feet will be required for paving-related or channel-related projects. Driveway profiles will be required for paving-related projects. A general notes sheet(s), coordinate control sheet(s), proposed traffic control sheet(s), proposed erosion control plan sheet(s), and detail sheet(s) will be required for all projects. Drainage-related projects will require all pertinent information showing calculations for drainage areas, inlet capacity, spread of flow and depth in street, and hydraulic grade line.
- b. Prepare miscellaneous plan sheets, including cover sheet, index, general notes, project control (1"=100' scale, 22"x34" sheets), and applicable City standard details.
- c. Prepare Preliminary Project Manual, including Bid Form and Special Conditions and technical specifications.

EXHIBIT A SCOPE OF SERVICES

C. Final Design/Construction Plans (90%. 100%)

- a. Prepare final engineering review drawings that address all comments from the intermediate review.
- b. Prepare detailed cost estimates based on current unit prices from the proposal of authorized construction, which shall include summaries of bid items and quantities on the unit price system of bidding, wherever practical.
- c. Finalize miscellaneous plan sheets, including cover sheet, index, general notes, project control and applicable City standard details.
- d. Submit three (3) final sealed copies each of any necessary right-of-way or easement documents.
- e. When required by the nature of the project, the Consultant shall provide necessary exhibits and attend a public meeting with the City.
- f. Upon completion of the final design review, the Consultant shall furnish to the City up to four (4) additional copies and a pdf of the construction drawings to be forwarded to the utility companies.
- g. Upon completion of the final design review, the Consultant shall furnish to the City, where required by the circumstances of the assignment, the engineering data, construction plans, completed forms, and reports necessary for applications for routine permits by local, state, and federal authorities (as distinguished from detailed applications and supporting documents for government grants-in-aid or for planning advances not included in Basic Engineering Services).

D. Bid Phase Services

- a. Prepare bid set drawings and specifications that address all comments from the final design review and additional information provided by utility relocations and right-of-way negotiations.
- b. Furnish to the City all necessary copies of approved Construction Contract Documents needed for competitive bidding (plans, specifications, notice to bidders, proposals, etc.). All sets of Construction Contract Documents in excess of eight (8) copies are to be paid for separately as provided hereinafter.
- c. Consultant will submit the project plans to the State of Texas for the TAS/ADA review, if required for the Project. Consultant will prepare the application and

EXHIBIT A SCOPE OF SERVICES

make the submittal. The City will provide a check for the fee based on the construction cost of pedestrian improvements per the submittal requirements. Consultant will address comments from the review and revise plans if necessary.

- d. Assist the City in the advertisement of the Project for competitive bids.
- e. Assist the City with any Pre-Bidders meetings.
- f. Prepare addenda as appropriate to interpret, clarify, or expand the Bid Documents.
- g. Assist the City in the opening and tabulation of bids for construction of the Project.
- h. Prepare a written summary of the bid tabulation and evaluation together with a letter addressing the award of the construction contract.
- i. Assist in the preparation of formal Construction Contract Documents, provide four (4) copies of contracts to be executed by the contractor, and coordinate their execution by the respective parties.
- j. The Consultant shall not be required to guarantee the accuracy of the final design Cost of Construction, but may be required to provide additional services at no cost to the City if bids for the Project exceed the fixed budget limit for the Construction Cost as provided in Article 3.

E. Construction Phase Services

- a. Conformed Document submittal:
 - i. Update the Bid Documents (plans and Project Manual) to incorporate bid addenda items
 - ii. Print up to ten (10) sets 11"x17" plans and Project Manuals for issuance at the Pre-Construction Conference.
 - iii. Package and submit CAD base files upon request.
- b. Site Visits upon request
- c. *Pre-Construction Meeting*. Attend Pre-Construction Meeting(s) prior to commencement of Work at the Site
- d. *Franchise Utility Coordination*. Assist the City with franchise utility coordination efforts and conflict resolution during construction.
- e. *Requests for information*. Coordinate with Engineer and issue clarifications and interpretations of the Contract Documents to City as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of the Contract Documents. Field Orders authorizing

EXHIBIT A SCOPE OF SERVICES

- variations from the requirements of the Contract Documents will be made by City.
- f. *Change Orders*. Recommend Change Orders to City, as appropriate. Review and make recommendations related to Change Orders submitted or proposed by the Contractor. Task includes preparing plan sheet revisions.
 - g. *Shop Drawings, Samples, and Submittals*. Review and approve or take other appropriate action in respect to Shop Drawings, Samples, Submittals and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.
 - h. *Substitutes and "or-equal."* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor in accordance with the Contract Documents, but subject to the provisions of applicable standards of state or local government entities.
 - i. *Disagreements between City and Contractor*. As necessary, render written decision on all claims of City and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the progress of Contractor's work. In rendering such decisions, Consultant shall be fair and not show partiality to City or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
 - j. *Limitation of Responsibilities*. Consultant shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work. Consultant shall not have the authority or responsibility to stop the work of any Contractor.
 - k. Consultant shall prepare construction Record Documents based on the information received from Contractor within 30 days of final completion in accordance with the Agreement. Consultant shall submit one full size set and one pdf file of the Record Documents.

F. Special Services

- a. Various services incidental to the project, but not within the scope of the Basic Engineering Services covered by A., B., C., D., and E. preceding, which may be performed or arranged for separately by City, or may be added to the Consultant's responsibilities by mutual agreement and written authorization include but are not necessarily limited to the following:
 - i. Design Surveying - to collect information required for design, including photogrammetry, land surveying, and related office computations and drafting. All surveys and coordinate information shall be based on the

EXHIBIT A SCOPE OF SERVICES

NAD 83 CORS Grid Coordinate System utilizing control monuments established within the City of Sherman. This also includes refreshing and re-establishing benchmarks and reference points on NAD 83 CORS Grid Coordinate System for construction of the project, one time only. This does not include construction staking.

- ii. Staking of the Centerline of the proposed Project for utility coordination. The Consultant or its surveyor shall stake the centerline throughout the extent of the Project. The beginning and the end of the Project shall be designated. The points of intersection, points of curvature, and points of tangency of all horizontal curves shall be designated. Stations and half-stations (50-foot and 100-foot) shall be designated throughout the entire Project, on tangential and curvilinear portions. Said centerline control is to be established in a timely fashion as directed by City staff. Said centerline control markings are to be a one-time event and shall be of a nature to last a minimum of eight months.
- iii. Furnish descriptive instruments related to the acquisition of easements and/or rights-of-way. The description of these parcels should be rotated to match the bearings of the individual deeds. The payment for these instruments will be made on a per parcel basis unless otherwise indicated. As part of providing instruments for right-of-way acquisition, the Engineer/Surveyor will need to stake the corners of the acquisition.
- iv. Appearances before hearings for eminent domain proceedings are specifically not included in the specified per parcel payment.
- v. Appearances before regulatory agencies.
- vi. Assistance to the City as an expert witness in any litigation or claim, arising from, or in connection with, the Project.
- vii. Special investigations involving detailed consideration of operation, maintenance, and overhead expense; preparation of rate schedules; preparation of special reports and an engineer's certificate as required for marketing bonds; earnings and expense statements; preparation of assessment rolls; special feasibility studies; appraisals; valuations; and material audits or inventories required for certification of force account construction performed by the City.
- viii. Detailed mill, shop, and/or laboratory inspection of materials or equipment.
- ix. Geotechnical Investigation & Report - obtain the services of a qualified geotechnical engineering laboratory to conduct soil and foundation investigations, including test borings, soil tests, and analyses of test results.
- x. Preparation of applications and supporting documents for government grants or planning advances for public works projects.
- xi. Preparation of report, sketches, drawings, presentations, and permit applications involving environmental, historical, and archaeological considerations.
- xii. Revision of reports and Construction Contract Documents after specific

**EXHIBIT A
SCOPE OF SERVICES**

- approval by City.
- xiii. Subsurface Utility Engineering that involves Level “A” or “B” identification of a utility.

IV. ITEMS NOT INCLUDED IN THE EXISTING SCOPE OF SERVICES

- A. **Additional Services not included in the existing Scope of Services** – City and Consultant agree the following services are beyond the Scope of Services described in the tasks above. However, Consultant can provide these services, if needed, upon the City’s written request. Any additional amounts paid to the Consultant as a result of any material change to the Scope of the Project shall be agreed upon in writing by both parties before the services are performed. These Additional Services include the following:

- 1.

EXHIBIT B
PROJECT BUDGET SUMMARY

I. Basic Services

A. Basic Design Services & Construction Documents (Expected Completion: August 2025)	\$211,232.00
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<i>Total Basic Services (Lump Sum)</i>	<u><i>\$211,232.00</i></u>
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II. Additional Services

Geotechnical Report	\$5,000.00
Plan, Specification, & Travel Reimbursables	\$3,333.00
TDLR Fees	\$1,775.00

<i>Total Authorized Special Services</i>	<i>\$10,108.00</i>
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<i>Project Budget, Grand Total (Not-To-Exceed)</i>	<i>\$221,340.00</i>
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EXHIBIT C
GUIDELINES FOR COMPUTER AIDED DESIGN AND DRAFTING (CADD)

1. Files shall be done in DWG/DXF format.
2. Files shall be georeferenced in the State Plane, Texas North Central FIPS 4202 (feet) coordinate system, using a datum of NAD 83 Grid.
3. If a surface adjustment factor is applied to the data, any surface adjustment factors used should be clearly documented on the drawing.
4. If submissions for the Project relate to a plat, the file submitted must match exactly the plat that is submitted for recording.
5. The file shall contain required features for the project type as detailed below:
 - a. Pre-Construction/As-Built Plans and/or Record Documents:
 - i. Layers from Final Plat Requirements as Applicable to Project Type.
 - ii. Water Utility Features.
 - iii. Sanitary Sewer Features.
 - iv. Storm Sewer Features.
6. Each required feature group should be provided as a separate layer within the file.
7. Layer names should be representative of the information contained in the layer.
8. Line work should be done per accepted industry norms.

Text should not be smaller than 0.08" on a full size sheet, and should be a font such as Simplex, Calibri, or Arial.

EXHIBIT D
**CONSULTANT'S GUIDELINES FOR DIRECT EXPENSES; GENERAL AND
ADMINISTRATIVE MARKUP; TRAVEL AND SUBSISTENCE EXPENSES**

- I. **CONSULTANT'S RESPONSIBILITY**. Consultant shall be solely responsible for the auditing and accuracy of all Direct Expenses, approved markup (general and/or administrative), and approved travel and/or subsistence charges, including those of its subcontractors, prior to submitting to City for reimbursement. Any over-payment by City for errors in submittals for reimbursement may be deducted from Consultant's subsequent payment(s) for services; however, this shall not be City's sole and exclusive remedy for said over-payment.

II. **GUIDELINES FOR DIRECT EXPENSES**.

- A. **Local Transportation** – Transportation in connection with the Project, when such transportation is not a function of routine performance of the duties of Consultant in connection with the Project, and when such transportation exceeds beyond fifty (50) miles from the Project site, shall be reimbursed at a standard mileage rate consistent with that as issued, and periodically revised, by the United States Internal Revenue Service (IRS). Under no circumstances shall City reimburse Consultant at a higher standard mileage rate or pay additional markup on charges for local transportation. Completion of City's Standard Mileage Log is required for submittal of these charges for reimbursement, including justification for each submitted expense.

Under no circumstances are charges associated with rental cars for local transportation eligible for reimbursement by City. Toll road subscriptions or toll plaza receipts are not reimbursable. Consultant agrees to place these standards in all subcontracts for work on the Project.

- B. **Supplies, Material, Equipment** – City shall reimburse the actual cost of other similar direct Project-related expenses, which are duly presented in advance and approved by City's Project Manager in writing.
- C. **Commercial Reproduction** – City shall reimburse the actual cost of reproductions, specifically limited to progress prints prepared for presentation to City at each phase of progress, and final Construction Documents prepared for distribution at bidding phase, provided that Consultant has duly obtained at least three (3) quotations from commercial firms and has chosen the best value for City. Consultant shall provide such documentation to City for review prior to submitting these expenses for reimbursement. Consultant agrees to place these standards in all subcontracts for work on the Project.
- D. **In-House Reproduction** – Consultant shall make arrangements with City for prior approval of in-house reproduction rates prior to submitting these expenses for reimbursement. City shall provide Consultant with a standard format for documenting these charges. Completion of City's reproduction log is required as

a prerequisite for payment, including the number or reproductions, the date, time, description, the approved standard rate, and a justification for each submitted expense for reimbursement. Consultant agrees to place these standards in all subcontracts for work on the Project.

- E. **Commercial Plotting** – City shall reimburse the actual cost of plots, specifically limited to final documents, provided Consultant has duly obtained at least three (3) quotations from commercial firms and has chosen the best value for City. Consultant shall provide such documentation to City for review prior to submitting these expenses for reimbursement. Consultant agrees to place these standards in all subcontracts for work on the Project.
- F. **In-House Plotting** – Consultant shall make arrangements with City for prior written approval of in-house plotting rates prior to submitting these charges for reimbursement. City shall provide Consultant with a standard format for documenting these charges. Completion of City's reproduction log is required as a prerequisite for payment, including the number of plots, the date, time, description, the approved standard rate, and a justification for each submitted charge for reimbursement.
- G. **Communications** – Reimbursement for expenses relating to electronic communications shall be limited to long-distance telephone or fax toll charges specifically required in the discharge of professional responsibilities related to the Project. Telephone service charges including office or cellular phones, WATTS, or Metro line services or similar charges are not reimbursable.
- H. **Postage, Mail, and Delivery Service** – City shall reimburse the actual cost of postage and delivery of Instruments of Service, provided Consultant duly considers all circumstances (including available time for assured delivery) of the required delivery and selects the best value for City, which may require comparison of delivery costs offered by three (3) or more sources or methods of delivery, which at a minimum shall include U.S. Mail. Courier service is acceptable only in circumstances requiring deadline-sensitive deliveries and not for the convenience of Consultant and/or Consultant's employees. Consultant agrees to place these standards in all subcontracts for work on the Project.
- I. **Meals and Other Related Charges** – Meals or any other related expenses are not reimbursable unless incurred outside a fifty (50) mile radius of the Project, and then only reimbursable for the actual cost subject to compliance with City's currently adopted policy. Non-allowable costs include, but are not limited to, charges for entertainment, alcoholic beverages, and gratuities.

III. GUIDELINES FOR GENERAL AND ADMINISTRATIVE MARKUP.

- A. **Requirement of Prior Approval** – Consultant may be allowed to charge a General and/or Administrative Markup on work completed if Consultant can clearly define to City specifically what costs are included in the markup calculation. To apply General and/or Administrative Markup, Consultant must also document to City what costs would be considered direct costs. City shall issue approval in writing to allow Consultant to charge General and/or Administrative Markup. City reserves the right to reject any and all requests for General and/or Administrative Markup.

IV. GUIDELINES FOR TRAVEL AND SUBSISTENCE EXPENSES.

- A. **Requirement of Prior Approval** – City shall reimburse the actual cost of travel and/or subsistence expenses upon prior written approval by City's Project Manager.
- B. **Adherence to Currently Adopted City Travel Policy** – Reimbursements shall be governed by the same travel policies provided for City employees according to current adopted policy. Prior to the event, Consultant shall request, and City's Project Manager shall provide the provisions and the restrictions that apply to out-of-town reimbursements.

EXHIBIT E
CONTRACTOR'S INSURANCE GUIDELINES

I. GENERAL INSURANCE REQUIREMENTS –

- A. All policies shall name the City of Sherman, its officers, agents, representatives and employees as additional insured as to all applicable coverage with the exception of workers compensation insurance and professional liability 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 policy endorsement(s) evidencing the required insurance shall be submitted prior to execution of the Agreement. If the Agreement is renewed or extended by City, a Certificate of Insurance and policy 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(s) is required for this Agreement.

Coverage Required		Limits
<u> X </u>	1. Worker's Compensation & Employer's Liability	▪ Statutory Limits of the State of Texas
<u> X </u>	2. General Liability	▪ Minimum \$1,000,000.00 each occurrence; ▪ Minimum \$2,000,000.00 in the aggregate
<u> </u>	3. XCU Coverage	▪ Minimum \$1,000,000.00 each occurrence; ▪ Minimum \$2,000,000.00 in the aggregate

EXHIBIT E
CONTRACTOR'S INSURANCE GUIDELINES

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- | | | | |
|---------------|-----|---|--|
| <u> X </u> | 4. | Professional Liability | <ul style="list-style-type: none">▪ Minimum \$1,000,000.00 each claim;▪ Minimum \$2,000,000.00 in the aggregate |
| <u> X </u> | 5. | Umbrella Coverage of Excess Liability Coverage | <ul style="list-style-type: none">▪ An amount of \$2,000,000.00▪ Minimum \$2,000,000.00 in the aggregate |
| <u> X </u> | 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. | |
| <u> X </u> | 7. | General Liability Insurance provides for a Waiver of Subrogation against the 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 the City as an additional insured must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance. | |
| <u> X </u> | 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. | |
| <u> X </u> | 9. | Insurance company has a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s). | |
| <u> X </u> | 10. | The Certificate of Insurance must state the project title and bid number. | |
| <u> </u> | 11. | Other Insurance Requirements (State Below): | |

EXHIBIT F
CONFLICT OF INTEREST QUESTIONNAIRE, FORM CIQ

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
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



3030 LBJ Freeway, Suite 100
Dallas, TX 75234 / (972) 488-3737
CEI Contact: Matt Donnell – mdonnell@ceieng.com

City of Sherman
Hawn Park
Sherman, Texas
Proposal for Engineering Services
01/04/2024

I. PROJECT DESCRIPTION

Thank you for the opportunity to present this proposal for construction level Landscape Architecture and Engineering services for Hawn Park in Sherman, Texas. This proposal is being submitted for your review and approval. This proposal includes cost to complete the following scope of work:

CEI, Inc. and City Staff have met over the last several months to discuss the renovation of this park. Conceptual plans and preliminary cost estimates were prepared for discussion and to determine the scope of services. The following program elements for Hawn Park is outlined below:

HAWN PARK

- (2) Futsal Courts
- Bleacher Shade Canopies
- Court Lighting
- Pre-Fab Restroom Building
- Futsal Courts Parking
- Access Drives
- Sidewalks
- Water, Sewer, Electrical for Restroom

Based on these meetings this proposal will outline the scope of services for preparation of the necessary studies and obtain the required permits and prepare the construction documents and specifications for construction of the park.

II. SCOPE OF BASIC SERVICES (PHASE-1)

A. Design Construction Documents & Opinion of Probable Cost

An opinion of probable cost for construction has been prepared for the program elements identified by the City for construction in this phase of the project. We have based our fee on the estimated construction amount presented in Preliminary Cost Estimate dated January 4th, 2025 which is \$1,836,800.00 for Hawn Park.

The services in this phase are divided into three sections: (1) Construction Documents and Specifications; (2) Bidding and Contract Award; (3) Construction Manager at Risk; and (4) Construction Administration. Each section sets forth the services to be performed.

Hawn Park Concept Plans

This proposal is based on the Concept Plans and Preliminary Cost Estimates prepared with staff review. An opinion of probable cost for construction of the park will be developed and revised as the project progresses through the design development phases.

Construction Documents and Specifications

Construction documents and specifications will be prepared for the park elements outlined in the Opinion of Probable Cost for construction dated January 4th, 2025. The consulting team will perform the following tasks in this section of the project:

- Grading Plan(s), which will establish grades for all elements of the project.

- Parking Lots and Interior Park Roads
- Storm Sewer / Site Drainage
- On-Site Utilities (Water, Sewer, Electric)
- Layout Plan(s) locating by dimensions all structures, walks, foul lines, fence lines, planting areas, etc.
- Restroom Building (Pre-Fabricated)
- Lighting for Parking Lots
- Construction Details providing plans, sections, elevations of the individual elements of the plan.
- Prepare proposal forms and appropriate add or deduct alternates.
- Prepare the project manual in conjunction with the Construction Manager at Risk (CMR).

B. Bidding and Contract Award

CEI shall provide required bidding support as requested by Client. We assume bidding will be done by the Client. The Consultant will be responsible for the following tasks in this phase:

- Answer questions and interpret drawing during the bidding period.
- Assist the City in assessing bids.
- Prepare and distribute any required addendum.
- Attend the bid opening and prepare a bid tabulation sheet for completion at the bid opening.
- Analyze the bids and make a written recommendation to the City for awarding a contract.

C. Construction Manager at Risk

Should the City elect to construct the park utilizing the Construction Manager at Risk CEI can prepare the advertisement for selection of Construction Manager at Risk (CMR). This is a document which is prepared and used to solicit proposals for selection of the CMR.

CEI will assist the City in reviewing the proposals and determining the most qualified for CMR and will participate with the City during the interviews/interview process of the Construction Manager Firm.

D. Construction Observation and Administration

CEI will provide limited construction administration during the construction phase of this project. The following tasks are anticipated to be provided during this phase of the project.

- Consultation and advice to the City.
- Preparation of elementary and supplementary sketches required to resolve field conditions.
- Approval of submittals and shop drawings submitted by contractors for conformance with the design concept.
- The consulting team shall make periodic site visits to determine if the project is proceeding in accordance with the contract documents. The consulting team shall not be responsible or liable for the Contractor's failure to perform the construction work in accordance with the contract documents.
- Review and approval of all certificates for payment submitted by the Contractor.
- Prepare Change Orders for the City's approval and execution.
- Coordinate final site walk through with the City at the conclusion of the construction and provide a punch list to Contractor to complete the project.
- Construction staking and as-built surveys are not included in this proposal, but those services are available to the Owner or Contractor upon request as an additional service.

Total Phase 1 Fees\$211,232.00

III. SCOPE OF ADDITIONAL SERVICES (PHASE-2)

A. Geotechnical Report

A geotechnical report will provide soil analysis and recommendation for the construction of various elements in each park. Based on our experience, we recommend that the City allow the following for each:

- Hawn Park Fees: \$5,000

B. Plan, Specification, and Travel Reimbursables

The Consultant will invoice the City at cost for all out-of-house printing of plans, specifications and plotting of AutoCAD files. Requested mounting or laminating of master plans will also be invoiced at the incurred cost.

In-house printing of check prints for use in preparing the construction documents are included in the basic design services.

Postage and delivery expenses will not be invoiced during the Design Phase of the contract. Courier, express mail, or overnight delivery charges, as well as the cost of mailing sets of contract documents to prospective bidders will be charged to the City.

Travel expenses for these visits, including mileage, will be billed according to the actual costs incurred. Additionally, CEI will provide all necessary administrative support, including document management, project scheduling, and coordination with sub-consultants and regulatory agencies. Administrative costs will cover expenses for printing, copying, postage, and other materials required for project documentation and communication. We recommend the City budget \$3,333.00 for this task.

C. Texas Department of Licensing and Regulation Fee

The City should budget the following for plan review and inspection fees for ADA compliance. For each park, please budget:

- Hawn Park Fees: \$1,775

Total Phase 2 Fees\$10,108.00

SUMMARY OF FEES

Phase I – Basic Design Services & Construction Documents for Phase I (Based on Construction Budget of \$1,836,800.00)

- Hawn Park Fees: \$211,232.00

Phase I Total: \$211,232.00

Phase II – Additional Services

Geotechnical Report\$5,000.00

Additional Services Total: \$5,000.00

Reimbursable Expenses

Plan. Specification, and Travel Reimbursables	\$3,333.00
TDLR Fees	\$1,775.00

Reimbursable Expenses Total: \$10,108.00

TOTAL SERVICES FEES: \$221,340.00

IV. RESPONSIBILITY OF CLIENT

Client shall provide to CEI, the following items:

A. Retainer

No retainer is required for this project. Timely payments are required in order to avoid a cessation of work. Payment for services shall not be dependent on receipt of reimbursement from other parties.

B. Project Documents

Client shall provide the following:

1. Access to the Site
2. Notice to proceed

C. Engineer's Consent to Assign Documents

If the Client or the Client's financial institution requests an Engineer's Consent to Assign Document (or similar), the Client shall be responsible for the administrative costs associated with the processing and the added risk to CEI or the inability to control such risk imposed by non-contractual financial entity's consignment documentation, at a cost of \$1,000.00 per consent document. Execution of this agreement does not limit CEI's right to negotiate an assignment that is fair and reasonable for itself and the Client, nor does it guarantee agreement to all assignment terms.

V. SERVICES NOT INCLUDED / ADDITIONAL SERVICES

In addition to the services described above, CEI is capable and available to provide the following services on an "as requested" basis. All additional services will be performed on an hourly basis per the current Schedule of Charges.

- Feasibility study, including physical, political, and/or financial opportunities or constraints
- Contract management and coordination of subconsultants including, but not limited to, the following services:
 - Environmental studies/report (e.g. Phase I & II ESAs)
 - Traffic study/report
 - Water flow test/distribution report
 - Historical and archeological studies
 - Ecological studies (e.g. wetland and threatened & endangered species)
- Preparation of perspectives, renderings, and models
- Preparation/presentation of conditional or special use permit applications
- Obtaining new or updated title policies
- Platting/replatting
- Preparation of easement and right of way documents, including new and vacations/abandonments
- Preparation of covenant and development agreements
- Design and plan preparation for major stormwater drainage improvements or relocations (e.g. box culverts, large ditches, and storm sewers greater than 4-foot in diameter)
- Preparations of flood studies, elevation certificates, FEMA or Corp of Engineer applications or permits
- Preparation of documentation, applications or permits for stormwater pollution prevention plans, NOIs, etc.

- Design and plan preparation for offsite utility extensions other than those immediately adjacent to the project site
- Design and plan preparation for offsite street improvements, such as road widenings, acceleration/deceleration lanes, and medians (*design/plans for both curb cuts and municipal sidewalks along the site frontage will be included in the basic services for design projects*)
- Preparation of retaining wall design/plans
- Construction staking
- As-built survey/preparation of final record drawings

Boundary Issues

Boundary determinations often disclose unseen or unknown conflicts between record documents and/or the location of physical improvements. Thus, in the process of conducting the research, field work, and/or analysis, if the surveyor identifies a possible boundary or title conflict, a sketch showing the revealed conditions will be prepared and a meeting with the client and affected neighbors (if desired) will be scheduled. Following the meeting, if the client wishes to engage the surveyor to assist in pursuing resolution of the problem as a consultant, expert and/or formal or informal mediator, the contract will be modified accordingly. Otherwise, the client will be invoiced only for the time expended to that point, and work on the survey will be suspended until or unless the client is able to resolve the issue by agreement or litigation, at which time a subsequent contract may be executed to complete the survey pursuant to that agreement or litigation.

VI. SCHEDULE OF CHARGES

Charges for our services are divided into three categories: Labor, Consultants, and Reimbursable Expenses.

LABOR: For fees billed on an hourly basis, labor charges are billed by category as follows:

TEXAS (02-01-24)

Officer / Branch Manager	\$ 235.00
Department Manager	\$ 215.00
Client Sector Leader	\$ 205.00
Senior Project Manager	\$ 195.00
Program Manager	\$ 190.00
Project Manager	\$ 175.00
Assistant Project Manager	\$ 140.00
Senior Project Engineer	\$ 190.00
Project Engineer	\$ 165.00
Assistant Project Engineer	\$ 135.00
Civil Designer	\$ 125.00
Registered Landscape Architect	\$ 160.00
Lead Landscape Designer	\$ 130.00
Landscape Designer	\$ 125.00
Project Surveyor	\$ 165.00
Assistant Project Surveyor	\$ 130.00
Survey Project Manager	\$ 160.00
Assistant Survey Project Manager	\$ 130.00
Sr. Survey Party Chief	\$ 120.00
Survey Party Chief	\$ 95.00
Survey Technician	\$ 105.00
Field Specialist	\$ 85.00
Senior Project Designer	\$ 150.00
Project Designer	\$ 130.00
CAD Designer	\$ 105.00
CAD Technician	\$ 90.00
Construction Observer	\$ 110.00
Land Acquisition Manager	\$ 150.00

Land Acquisition Agent	\$ 130.00
Project Coordinator	\$ 120.00
Program Assistant	\$ 90.00
Administrative Assistant	\$ 75.00

SUB-CONSULTANT SERVICES: In cases where CEI retains another consultant to provide services outside of our area of practice, cost of such services will be charged at 110% of actual invoice cost.

REIMBURSABLE EXPENSES: Outside services, and related materials, will be charged at the actual invoice cost. In addition, direct out-of-pocket costs such as postage, delivery services, travel (other than vehicle mileage), and subsistence expenses will be charged at actual costs. Vehicle mileage is billed at the applicable I.R.S. rate allowed per mile.

All impact, permitting, expediting, and review fees will be charged at 15% over the cost of the fee unless the client is willing to pay those fees directly to the service provider.

REVENUE RECOGNITION

The intellectual services and resulting instruments of service (Scope of Basic Services and any subsequently agreed amendments or additions) provided by this Agreement whether in various stages of completeness or in whole are considered earned by CEI in its performance obligation to Client as prescribed by said Agreement and deemed usable by Client at the time they are earned, cost incurred, and progressively billed. Further, at time of received payment by Client, Client acknowledges its possession of, acceptance, and confirms its legal right to use said intellectual services and resulting instruments of service, in part or in whole, for the specific intent they were provided.

VII. STANDARD TERMS AND CONDITIONS

STANDARD OF PRACTICE

Services performed by CEI under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by similar professionals currently practicing in the same locale under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise. All other common law warranties are hereby expressly disclaimed.

Client agrees that payment of all CEI invoices under this Agreement is for services rendered on behalf of Client and payment is not conditioned on (1) the receipt of any municipal or governmental approvals, authorizations, permits, or licenses or any type; (2) the availability of any Utility services; or (3) payment to Client by any third party.

OWNERSHIP OF DOCUMENTS

All documents including drawings and specifications prepared or furnished by CEI pursuant to this Agreement are instruments of service in respect to the project and CEI shall retain an ownership and property interest therein whether or not the project is completed. Client may make and retain copies for information and reference in connection with the use and occupancy of the project by Client or others.

RE-USE OF DOCUMENTS

Copies of all reports, drawings, specifications, field data, field notes, laboratory test data, calculations, estimates, and other documents provided to Client as instruments of service are for use on the project specifically described in this Agreement. Any re-use of these by the Client for any other project or extension of this project, without the express, written authorization, verification, or adaptation by CEI, will be at Client's sole risk and without liability or legal exposure to CEI or CEI's independent professional associates or consultants, and Client shall indemnify, hold harmless and defend CEI and CEI's independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom.

INSURANCE

CEI maintains the following insurances:

Worker's compensation of a form and in an amount as required by law and employer's liability insurance of \$1,000,000.

Comprehensive general liability with limits of \$4,000,000 (\$2,000,000 per occurrence), and automotive liability insurance with limits of \$1,000,000 combined single limit.

Excess liability umbrella insurance of \$5,000,000.

Professional liability insurance with a limit of \$2,000,000, per claim/annual aggregate.

Upon written request of Client, CEI will provide additional insurance, if available; including increased coverage and/or limits, and the Client shall pay CEI an agreed amount for the increased coverage.

LIMITATION OF LIABILITY

The Client hereby agrees that, to the fullest extent permitted by law, CEI's total liability to Client for any and all injuries, claims, losses, expenses, or damages whatsoever arising including but not limited to CEI's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty shall not exceed the total sum paid on behalf of or to CEI by CEI's insurance policies applicable thereto and CEI's deductible amounts (excluding fees, costs & expenses of investigation, claim adjustment, defense, and appeal).

Any service deleted from this offer by the Client will become the responsibility of the Client. If this proposal was written without the benefit of an on-site investigation, changes in the scope may be necessary. CEI shall be held harmless in the event that any unseen condition adversely affects the design or intended use of the property in any way.

WAIVER OF CONSEQUENTIAL DAMAGES

Client hereby irrevocably and unconditionally waives, to the maximum extent allowed by law, any right to claim or recover any special, exemplary, indirect or consequential damage in any legal action or proceeding in respect of this contract unless otherwise stipulated herein.

DISPUTE RESOLUTION

Client and CEI agree to attempt to settle all claims, disputes or controversies arising out of, or in relation to the interpretation, application or enforcement of this Agreement by direct discussions; however, absent resolution by direct discussions, they agree to attempt to settle disputes by formal mediation according to the Construction Industry Mediation Rules of the American Arbitration Association.

Client and CEI waive consequential damages for claims, disputes, or other matters in question arising out of or related to this agreement. This mutual waiver is applicable, without limitations, to all consequential damages due to either party's termination of this agreement, except for any licensing or use fees charged to Client by CEI for continued use of CEI's instruments of service upon termination of this agreement.

SEVERABILITY

Any element of this Agreement later held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force. However, the Client and CEI will in good faith attempt to replace an invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing or achieving the intent of the original provision.

PROJECT PUBLICITY AND RECOGNITION

During development construction, or upon completion of the project, CEI's name will be included on any public recognition / project identification display indicating design team, owners, and / or financiers. CEI shall be allowed to place or hang a temporary banner on the site during construction of the project.

LIEN RIGHTS

Client agrees that CEI shall have a lien upon real property constituting the project site for all unpaid sums due pursuant to this agreement or any addendum hereto, and that CEI is authorized to perfect a lien, enforce the lien, and foreclose the lien in the manner prescribed under local statutes for the perfection, enforcement and foreclosure of a mechanic and material man's lien upon real property.

AMENDMENTS

The duties, responsibilities, and limitation of authority of the Client or CEI shall not be made or extended without a written, executed agreement between CEI Engineering Associates, Inc and the Client.

PROJECT DELAY

Client acknowledges that in the event this project is delayed or put on hold for more than 60 days, after authorization to proceed, Client acknowledges that a resumption fee may be necessary based on the progress of the project prior to the hold and the timing associated with the hold. Client and CEI agree to negotiate a reasonable resumption fee prior to resumption.

SUCCESSORS AND ASSIGNS

CEI Engineering Associates, Inc and the Client each bind themselves, their associates, directors, partners, successors, executors, administrators and assigns to the other party to this Agreement and to the associates, directors, partners, successors, executors and administrators and assigns to such other party, with the respect to all obligations contained in this Agreement. CEI Engineering Associates, Inc. may assign its rights and obligations under this Agreement at any time without the consent of the Client. However, the Client shall not assign its obligations under this Agreement or sublet as a whole, without the prior written approval by CEI Engineering Associates, Inc.'s of the successor or assignee and its ability to comply with the terms and conditions of this and/or subsequent written Agreement. All assignments made by Client without CEI Engineering Associates, Inc.'s consent shall be considered null and void.

TERMINATION

Either Party may terminate this Agreement in full or in part, in writing, if the other Party fails to fulfill its obligations under the Agreement through no fault of the other Party. In such event, one may declare the other in default by issuing a written Declaration of Default and terminate the Agreement for cause. Prior to, an opportunity to cure any default or breach shall be given by way of a written notice being delivered to the Breaching Party including a description of the conditions constituting default or breach of the Agreement and providing the Breaching Party a period of time of ten (10) days within which to correct such conditions. If defined default or breach is not corrected within allotted number of days, then the written Declaration of Default may be issued. Upon any termination or suspension of an Agreement, CEI Engineering Associates, Inc. shall be paid for all work performed up to the date of termination or suspension.

Termination or suspension of contract shall exist when services conducted and provided by CEI to the date of termination are paid by Client and shall be deemed nonrefundable, at which time, control of said provided services will be transferred to Client with no further obligation of CEI.

PROVIDED DATA

Any information or data provided by Owner or Owner's representatives or by a third party as directed by Owner or Owner's representative to CEI to be used as base or supplemental information or data to the scope shall be considered reliable and CEI shall be held harmless to any errors or omissions due to its use.

SITE SAFETY OR CONTROL

In no form or fashion shall it be implied or assumed, unless expressly written into scope, that CEI has or will be responsible for an Owner's or Contractor's control of the site nor will CEI dictate the means and methods of the Owner, Contractor and Contractor's subcontractors regarding preparation of, conducting, and the completion and closeout of construction, safety, and control of site.

All provisions under the heading "STANDARD TERMS AND CONDITIONS" shall survive termination or completion of this agreement.

VIII. APPROVAL SIGNATURE AND AUTHORIZATION TO PROCEED

Execution of this document in all required locations shall form the entire Professional Services Agreement between the Client and CEI. This Proposal and Agreement shall be executed by both parties, with both parties receiving a fully executed copy thereof. A copy of the executed Agreement shall be equally binding as the original.

In the event that the Client issues a notice to proceed to CEI prior to the execution of this contract, the Client acknowledges that the services rendered by CEI will be in accordance with the terms and conditions contained in this proposal.

In the event that the Client instructs services on the contract/agreement to be on hold for a period greater than forty-five days, Client acknowledges that CEI will not proceed until a new contract between CEI and the client can be executed.

This proposal shall become null and void if signatures have not been obtained within forty-five days of proposal date. If authorization to proceed is not given after the proposal has been executed said agreement will become null and void within forty-five days of the date of the Client's signature.

The following is the complete Contracting Entity (Client) name and address that is responsible for this contract, its terms and conditions, and for payment of CEI invoices:

Contracting Entity Name (Client) include its business structure of INC, LLC, LP, etc.
Responsible for contract terms, conditions, obligations and payment

Complete mailing address for invoicing and/or receiving notification (Street / PO Box/ Suite number, if required)

City / State / Zip

Complete Phone Number

Signature - legally authorized to bind
Contracting Entity

Print Name

Title

Date

Signature, CEI Engineering Associates, Inc.	Print Name	Title	Date
---	------------	-------	------

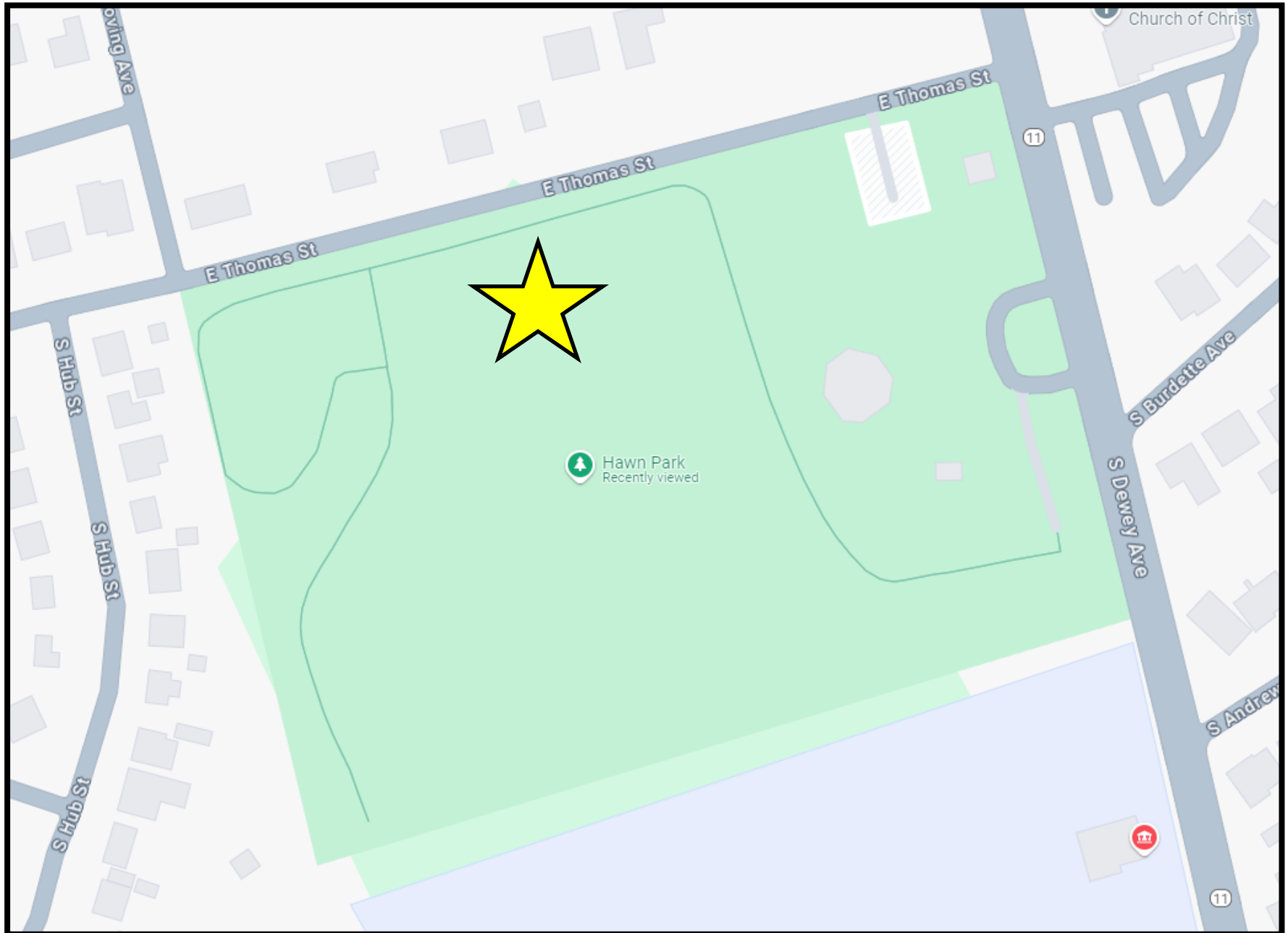
Preliminary Cost Estimate
HAWN PARK- RECREATIONAL ENHANCEMENT PROJECT
Concept Plan- 'A' **January 4th, 2025**

ITEM	LUMP SUM
INFRASTRUCTURE & DEMOLITION	
1 Water Line	\$ 5,000.00
2 Sewer Line	\$ 5,000.00
3 Storm Sewer	\$ 5,000.00
4 Electrical Complex Service	\$ 10,000.00
5 Earthwork & Top Soil (Allowance)	\$ 25,000.00
6 Demo of Concrete Parking, Playground, Sprayground, Flatwork and Lighting	\$ 0.00
INFRASTRUCTURE & DEMOLITION TOTAL:	\$ 50,000.00
FUTSAL/SOCCER FIELDS AREA	
7 Futsal Courts (2)	\$ 350,000.00
8 Futsal 50/30 Field Lighting (2)	\$ 30,000.00
9 Bleacher Shade Canopies (4)	\$ 125,000.00
10 Plaza Paving around Courts (Approx. 4,000 Sq. Ft.)	\$ 50,000.00
11 Restroom Building (Pre-Fab)	\$ 600,000.00
12 Area Lighting	
FUTSAL/ SOCCER FIELD AREA TOTAL:	\$ 1,155,000.00
FUTSAL/SOCCER PARKING AREA	
13 Sidewalks (Approx. 3,800 Sq. Ft.)	\$ 35,000.00
14 Concrete Entry Drive- (2)(Approx. 2080 Sq. Ft.)	\$ 25,000.00
15 Concrete Parking Approx 46 Spaces	\$ 195,000.00
16 Accessible Parking	\$ 15,000.00
17 Parking Lot Lights & Area Lights	\$ 100,000.00
FUTSAL/SOCCER PARKING AREA TOTAL:	\$ 370,000.00
PLAZA/SPRAYGROUND/PLAYGROUND/SKATE PARK	
18 Concrete Pavement (Approx. 2,000 Sq. Ft.)	
19 Pavilion Structure 20' x 30' (2)	
20 Playground	
21 Sprayground	
22 Skate Park Addition	
23 Sidewalks (Approx. 16,888 Sq. Ft.)	
24 Area Lighting	
PLAZA/SPRAYGROUND/PLAYGROUND/SKATE PARK TOTAL:	\$ 0.00
EAST PARKING AREA	
25 Concrete Entry Drive- (2) (Approx. 1040Sq. Ft.)	
26 Concrete Parking- (Approx. 75 Spaces) (Approx. 29080 Sq. Ft.)	
27 Accessible Parking	
28 Parking Lot Lights & Area Lights	
EAST PARKING AREA TOTAL:	\$ 0.00
OTHER	
29 Irrigation (Approx. 6 Acres)	
30 Landscaping / Trees	
31 Erosion Control	\$ 20,000.00
32 Construction Testing	\$ 25,000.00
33 Mobilization	\$ 20,000.00
34 Trail Loop Lighting (30 Fixtures)	\$ 0.00
OTHER TOTAL:	\$ 65,000.00
SUB TOTAL:	\$ 1,640,000.00
Pre-Design Contingency (10%) & Contractor Bonds (2%) :	\$ 196,800.00
SUB TOTAL:	\$ 1,836,800.00
** Current A & E Fees: (11.5%):	\$ 211,232.00
GRAND TOTAL:	\$ 2,048,032.00

* THIS IS A PRE-DESIGN ESTIMATE BASED ON CONCEPT PLAN 'A'

All quantities and prices shown are preliminary and are subject to change based on further design development and construction price increases. Revised cost estimates will be prepared as design moves through Construction Document development. **The A&E fees are an estimate based on previous projects and current construction cost estimate. The range would be between 13% to 15% depending on the final scope of the services.

Hawn Park





City Council Regular Meeting

Agenda Item No. G.7.

Meeting Date: 3/17/2025

Prepared By: Loren Siems, Right of Way Specialist

Approved By: Zachary Flores, Assistant City Manager

Caption:

*** RESOLUTION NO. 7501**

Authorizing the City Manager or His Designee to Execute an Encroachment Agreement with Oncor for the Crossing of a Oncor Electrical Easement for the Purpose of a New Wastewater Line

Issue:

To consider executing an encroachment agreement for the purpose of crossing an Oncor electrical easement.

Background:

The City is proposing to install a new wastewater line to serve more of and increase the existing capacity of the Progress Park Industrial area. This new line will cross an Oncor electrical easement. For the City to cross the Oncor easement an encroachment agreement is needed.

Origination:

City of Sherman

Financial Consideration:

None

Staff Recommendation:

City staff recommends that the encroachment agreement be executed.

Alternatives:

As may be directed by City Council

Attachments:

1. Resolution No. 7501
2. Oncor Encroachment on Easement - City of Sherman_20250225
3. Oncor easement location

RESOLUTION NO. 7501

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE OF AN ENCROACHMENT EASEMENT IN SHERMAN INDUSTRIAL DEVELOPMENT ADDITION REPLAT LT 2R & 3, BLOCK 1, LOT 1 KNOWN AS PROGRESS DRIVE, 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 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 Easement in Sherman Industrial Development Addition replat LT 2R & 3, Block 1 Lot 1, Grayson County, Texas. 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 ____ day of _____, 2025.

CITY OF SHERMAN, TEXAS

BY: _____
SHAWN TEAMANN, MAYOR

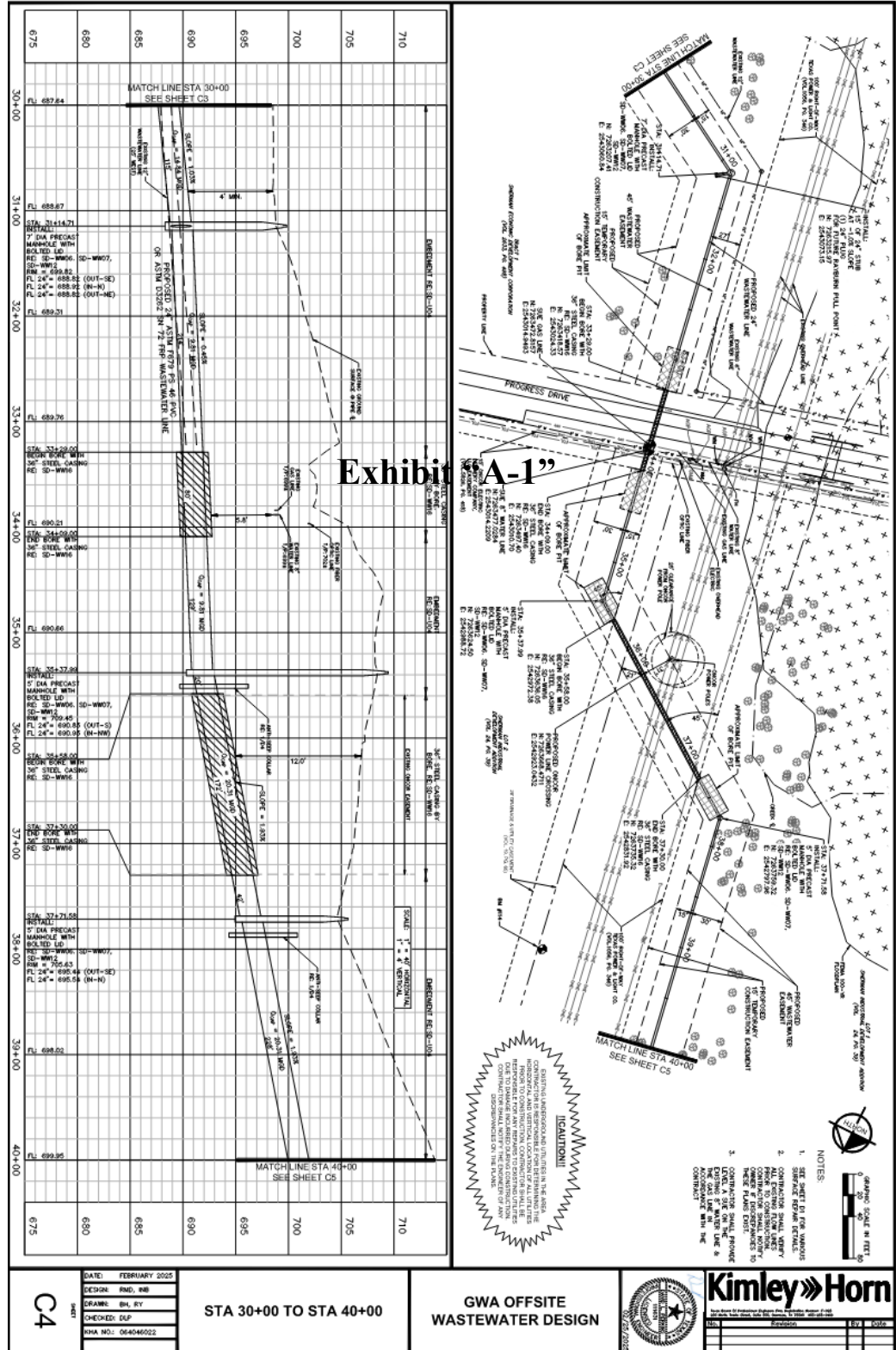
ATTEST:

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



ENCROACHMENT ON EASEMENT

WHEREAS, **Oncor Electric Delivery Company LLC ("Oncor")**, is the owner of an easement in Grayson County, Texas, which is recorded in Volume 1056, Page 346, of the Deed Records of Grayson County, Texas ("**Easement**"); and

WHEREAS, **City of Sherman ("User")**, desires permission to construct, operate and maintain access to a bored and cased twenty-four (24) inch sewer line ("**Encroaching Facility**") within the area or boundaries of the Easement ("**Easement Area**").

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Oncor and User do hereby agree as follows:

1. **Location of Encroaching Facility.** User may locate the Encroaching Facility in the Easement Area, but only as described and shown on the attached drawing marked **Exhibit "A"** and incorporated herein. User may not relocate the Encroaching Facility within the Easement Area without the consent and approval of Oncor, which consent and approval shall be at Oncor's sole discretion. User acknowledges and agrees that Oncor holds easement rights on the Easement Area; therefore, User shall obtain whatever rights and permission, other than Oncor's, that are necessary.
2. **Restrictions on Use of Easement Area.** User shall use only so much of the Easement Area as may be necessary to construct, maintain and repair the Encroaching Facility. User shall, at its own cost and expense, comply with all applicable laws, including but not limited to existing zoning ordinances, governmental rules and regulations enacted or promulgated by any governmental authority and shall promptly execute and fulfill all orders and requirements imposed by such governmental authorities for the correction, prevention and abatement of nuisances in or upon or connected with said Encroaching Facility. At the conclusion of any construction, User shall remove all debris and other materials from the Easement Area and restore the Easement Area to the same condition it was in prior to the commencement of User's construction thereon or in proximity thereto.

User shall not place trash dumpsters, toxic substances or flammable material in the Easement Area. Further, if the Easement Area has transmission or distribution facilities located thereon, User shall not place upon the Easement Area any improvements, including but not limited to, buildings, light standards, fences (excluding barriers installed around transmission towers, if applicable), shrubs, trees or signs unless approved in advance in writing by Oncor. Additional general construction limitations on encroachments are described and listed in **Exhibit "B"**, attached hereto and by reference made a part hereof.

3. **Maintenance of Encroaching Facility.** User, at User's sole expense, shall maintain and operate the Encroaching Facility. Oncor will not be responsible for any costs of construction, reconstruction, operation, maintenance or removal of User's Encroaching Facility.

4. **Risk and Liability.** User assumes all risks and liability resulting or arising from or relating to User's use, the existing condition or location, or existing state of maintenance, repair or operation of the Easement Area. It is further agreed that Oncor shall not be liable for any damage to the Encroaching Facility as a result of Oncor's use or enjoyment of its Easement. Any Oncor property damaged or destroyed by User or its agents, employees, invitees, contractors or subcontractors shall be repaired or replaced by Oncor at User's expense and payment is due upon User's receipt of an invoice from Oncor.

5. **Indemnification.** User, to the extent allowable by law, agrees to defend, indemnify and hold harmless Oncor, its officers, agents and employees, from and against any and all claims, demands, causes of action, loss, damage, liabilities, costs and expenses (including attorney's fees and court costs) of any and every kind or character, known or unknown, fixed or contingent, for personal injury (including death), property damage or other harm for which recovery of damages is sought or suffered by any person or persons that may arise out of, or be occasioned by, the negligence, misconduct or omission of User, its officers, agents, associates, employees, contractors, subcontractors, subconsultants, or any other person entering onto the Easement Area or may arise out of or be occasioned by the use of the Encroaching Facility, except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence of Oncor, its officers, agents, or employees or separate contractors, and in the event of joint and concurrent negligence of both Oncor and User, responsibility and indemnity, if any, shall be apportioned comparatively. Nothing contained herein shall ever be construed so as to require User to assess, levy and collect any tax to fund its obligations under this paragraph. Article XI Section 5 of the Texas Constitution provides that a city is prohibited from creating a debt unless the city levies and collects a sufficient tax to pay the interest on the debt and provides a sinking fund. The **City of Sherman** has not and will not create a sinking fund or collect any tax to pay any obligation created under this section.

6. **High Voltage Restrictions.** Use of draglines or other boom-type equipment in connection with any work to be performed on the Easement Area by User, its employees, agents, invitees, contractors or subcontractors must comply with Chapter 752, Texas Health and Safety Code, the National Electric Safety Code and any other applicable safety or clearance requirements. Notwithstanding anything to the contrary herein, in no event shall any equipment be within fifteen (15) feet of the Oncor 138,000 volt or less power lines or within twenty (20) feet of the Oncor 345,000 volt power lines situated on the aforesaid property. User must notify the **Region Transmission Office at (903) 879-2383** 48 hours prior to the beginning of any work on the Easement Area.

7. **Relocation of Facilities.** User shall not place its facility within 25 feet of any pole or tower leg. User agrees that in the event that Oncor determines that User's Facility interferes with Oncor's facilities, User will relocate User's Facility at User's expense. User will be entitled to relocate User's Facility on the encroachment area granted hereunder if reasonably possible without further interference with Oncor's facilities. If User's Facility cannot be relocated on the encroachment area, then, if reasonably possible, Oncor agrees to grant User an encroachment near the encroachment granted hereunder so that User's facility can continue to operate as originally intended.

8. **Default and Termination.** It is understood and agreed that, in case of default by User or its agents in any of the terms and conditions herein stated and such default continues for a period of ten (30) days after Oncor notifies User of such default in writing, Oncor may at its election forthwith terminate this agreement and upon such termination all of User's rights hereunder shall cease and come to an end. This agreement shall also terminate upon the abandonment of the Encroaching Facility.

This agreement shall extend to and be binding upon User and its successors and assigns, and is not to be interpreted as a waiver of any rights held by Oncor under its Easement.

Executed this _____ day of _____, 2025.

Oncor Electric Delivery Company LLC

By: _____

Attorney-In-Fact

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared _____, as the Attorney-In-Fact of **Oncor Electric Delivery Company 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 expressed, in the capacity therein stated and he is authorized to do so.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, A. D. 2025.

Notary Public in and for the State of Texas

City of Sherman

By: _____

Name: _____

Title: _____

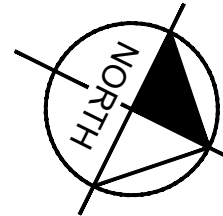
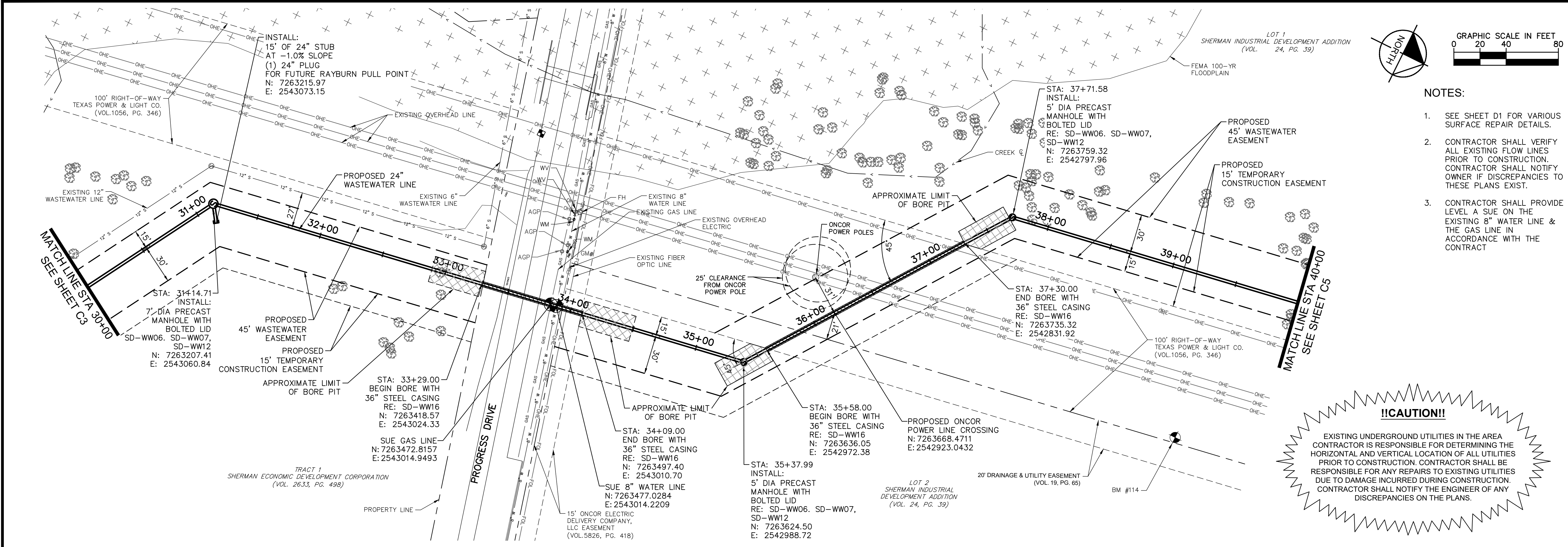
STATE OF TEXAS §
 §
COUNTY OF GRAYSON §

BEFORE ME, the undersigned authority, on this day personally appeared _____, as the _____ of _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity therein stated and he/she is authorized to do so.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, A. D. 2025.

Notary Public in and for the State of Texas

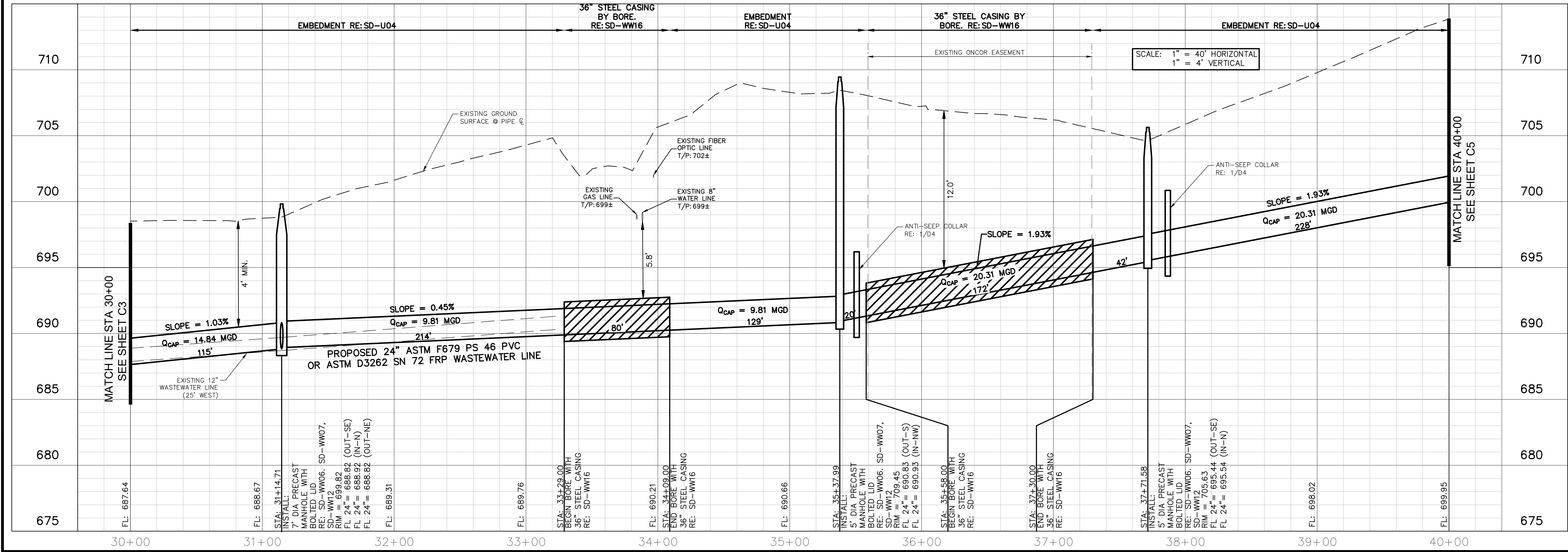
After Recording, Return To:
Oncor Electric Delivery Company LLC
Right of Way Services
Attn: Nicholette Henry-Stephens
777 Main St, Suite 707
Ft. Worth, Texas 76102



NOTES:

- 1. SEE SHEET D1 FOR VARIOUS SURFACE REPAIR DETAILS.
- 2. CONTRACTOR SHALL VERIFY ALL EXISTING FLOW LINES PRIOR TO CONSTRUCTION. CONTRACTOR SHALL NOTIFY OWNER IF DISCREPANCIES TO THESE PLANS EXIST.
- 3. CONTRACTOR SHALL PROVIDE LEVEL A SUE ON THE EXISTING 8" WATER LINE & THE GAS LINE IN ACCORDANCE WITH THE CONTRACT

!!CAUTION!!
EXISTING UNDERGROUND UTILITIES IN THE AREA
CONTRACTOR IS RESPONSIBLE FOR DETERMINING THE
HORIZONTAL AND VERTICAL LOCATION OF ALL UTILITIES
PRIOR TO CONSTRUCTION. CONTRACTOR SHALL BE
RESPONSIBLE FOR ANY REPAIRS TO EXISTING UTILITIES
DUE TO DAMAGE INCURRED DURING CONSTRUCTION.
CONTRACTOR SHALL NOTIFY THE ENGINEER OF ANY
DISCREPANCIES ON THE PLANS.



Kimley»Horn

Team Lead: David L. Perkins, P.E.
Professional Engineer
No. 111631
State of Texas
02/25/2025

By

Date

STATE OF TEXAS

DAVID L. PERKINS

111631

PROFESSIONAL ENGINEER

02/25/2025

GWA OFFSITE
WASTEWATER DESIGN
STA 30+00 TO STA 40+00

DATE:	FEBRUARY 2025
DESIGN:	RMD, INB
DRAWN:	BH, RY
CHECKED:	DLP
KHA NO.:	064046022

SHEET

C4

Page 358 of 406

LIMITATIONS ON
Oncor ELECTRIC DELIVERY COMPANY RIGHT OF WAY
EXHIBIT "B"

1. You are notified, and should advise your employees, representatives, agents, and contractors, who enter the property that they will be working in the vicinity of high voltage electrical facilities and should take proper precautions, included but not limited to the following stipulations and in compliance, at all times, with Chapter 752, V.T.C.A., Health & Safety Code.
2. Blasting is not to be permitted on Oncor right-of-way or under Oncor lines.
3. Construction on electric transmission line easements acquired by Oncor after January 1, 2003 shall comply with the requirements of Public Utility Commission Substantive Rules §25.101, as amended from time to time.
4. No crossing less than 45 degrees to the centerline of the right-of-way.
5. Grading will be done in order to leave the right-of-way as near as possible to present condition. Spoil dirt will be removed from the right-of-way and no trash is to be left on right-of-way. Slopes shall be graded so that trucks can go down the right-of-way when required and such that the slopes can be mechanically maintained.
6. Equipment and materials will not be stored on the right-of-way during construction without written approval of the Supervisor of Regional Transmission.
7. Street or road crossings are to be based on drawings submitted. Any change in alignment or elevation will be resubmitted for approval.
8. No signs, lights or guard lights will be permitted on the right-of-way.
9. Power line safety equipment operations: hazard assessment and precautions inside the work zone area must be performed and in compliance with OSHA Standard §1926.1408 at all times. Equipment shall not be placed within fifteen (15) feet of the Oncor 138,000 volt or less power lines or within twenty (20) feet of the Oncor 345,000 volt power lines.
10. Any pre-approved fencing will not exceed eight (8) feet in height, and if metal in nature, will be

grounded, at ten (10) feet intervals, with an appropriate driven ground. Gates should be at least sixteen (16) feet in width to allow Oncor access to the right-of-way.

11. No dumpsters will be allowed on Oncor right-of-way or fee owned property.
12. Draglines will not be used under the line or on Oncor right-of-way.
13. The existing grade shall not be disturbed, excavated or filled within 25 feet of the nearest edge of any Oncor transmission structure (tower, pole, guy wire, etc...).
14. Right-of-way will be protected from washing and erosion by Oncor approved method before any permits are granted. No discharging of water will be allowed within any portion of the right of way. Drainage facilitation will not be allowed to discharge into/onto Oncor right-of-way.
15. No obstruction shall be installed on the right-of-way that would interfere with access to Oncor structures or prevent mechanical maintenance.
16. Before any work is done under Oncor lines or by Oncor structures notify the Region Transmission Department, **(903) 879-2383**.
17. No hazardous materials will be stored on the right of way.
18. For purposes of this document, "Hazardous Materials" means and includes those substances, including, without limitation, asbestos-containing material containing more than one percent (1%) asbestos by weight, or the group of organic compounds known as polychlorinated biphenyls, flammable explosives, radioactive materials, chemicals known to cause cancer or reproductive toxicity and includes any items included in the definition of hazardous or toxic waste, materials or substances under any Hazardous Material Law. "Hazardous Material Laws" collectively means and includes any present and future local, state and federal law relating to the environment and environmental conditions including, without limitation, the Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. §6901 et seq., the Comprehensive Environmental Response, Compensation and Liability Act of 1980, ("CERCLA"), 42 U.S.C. §§9601-9657, as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA"), the Hazardous Material Transportation Act, 49 U.S.C. §6901 et seq., the Federal Water Pollution Control Act, 33 U.S.C. §1251, et seq., the Clean Air Act, 42 U.S.C. §741 et seq., the Clean Water Act, 33 U.S.C. §7401 et seq., the Toxic

Substances Control Act, 15 U.S.C. §§2601-2629, the Safe Drinking Water Act, 42 U.S.C. §§300f-330j, and all the regulations, orders, and decrees now or hereafter promulgated thereunder.

19. Brush and cut timber is not to be piled or stacked on Oncor right-of-way nor is it allowed to be burned upon or in close proximity to the conductors or towers.
20. No structures or obstructions, such as buildings, garages, barns, sheds, swimming pools, playground equipment, guard houses, etc., will be permitted on the right-of-way.
21. Landscaping on Oncor right-of-way is permitted when Oncor approves landscaping plans in writing. No lighting or sprinkler systems are allowed on the right-of-way.
22. No park or park designation will be permitted on the right-of-way.
23. Gas Pipeline Protective Barrier; Grantee, at Grantee's sole expense, shall provide one of the following protective barriers; **1)** a concrete protective barrier between the surface and the pipe that is a minimum of one (1) foot thick by one (1) foot wide, if pipe is wider than one (1) foot, then width of pipe, with the top of the concrete barrier to be at least one (1) foot below the surface or final grade, **2)** construct the gas pipeline inside of a proper protective steel casing, **3)** where electric facilities are located above ground, install the pipeline a minimum of ten (10) feet below the ground surface, or **4)** where electric facilities are located below ground, install the pipeline at a depth that provides for a minimum of a ten (10) foot clearance between the pipeline and the underground electric facilities.
24. No fire hydrants or manholes will be permitted within the right-of-way.
25. Any drainage feature that allows water to pond, causes erosion, directs stormwater toward the right-of-way or limits access to or around Oncor's facilities is prohibited. Drainage facilitation will not be allowed to discharge into/onto Oncor right-of-way.
26. No boring pits or other type of pits will be permitted within the right-of-way.





City Council Regular Meeting

Agenda Item No. G.8.

Meeting Date: 3/17/2025

Prepared By: Nate Strauch, Community and Support Services Manager

Approved By: Zachary Flores, Assistant City Manager

Caption:

*** RESOLUTION NO. 7502**

Authorizing Payment to Overdrive Entertainment for Costs Associated with Sherman's Summer Music Series

Issue:

Authorizing payment to Overdrive Entertainment for Costs Associated with Sherman's Summer Music Series

Background:

Sherman's Hot Summer Nights and Lights on the Lake music series utilize acts booked through Overdrive Entertainment. This disbursement will cover a portion of those costs for summer of 2025.

Origination:

Overdrive Entertainment

Financial Consideration:

This resolution authorizes payment in the amount of \$200,000.

Staff Recommendation:

Staff recommends approval

Alternatives:

As directed by Council

Attachments:

1. Resolution No. 7502
2. OE invoice -

RESOLUTION NO. 7502

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING PAYMENT TO OVERDRIVE ENTERTAINMENT FOR COSTS ASSOCIATED WITH SHERMAN'S SUMMER MUSIC SERIES; 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 authorize payment to Overdrive Entertainment for costs associated with Sherman's summer music series, 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 17th day of March 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**



Invoice

Date 3/6/2025

Invoice # LOTLSTP2025

Overdrive Entertainment LLC
PO Box 956
Durant, OK 74702

TO: City of Sherman
220 W. Mulberry
Sherman, TX 75090

Email: info@OverdriveEnt.com
Web: www.OverdriveEnt.com

Payment Terms

Due By 3/28/25

Qty	Description	Event/ Date	Unit Price	Line Total
1	Performance Fees	Stone Temple Pilots - LOTL - 7/3/25	200,000.00	200,000.00
			Total	200,000.00



City Council Regular Meeting

Agenda Item No. G.9.

Meeting Date: 3/17/2025

Prepared By: Jimmy Mrozinski, Solid Waste Superintendent

Approved By: Zachary Flores, Assistant City Manager

Caption:

*** RESOLUTION NO. 7503**

Authorizing the Purchase of a new Front-Load Trash Truck for the Solid Waste Department from Bond Equipment through the Texas Local Government Purchasing Cooperative (Buyboard)

Issue:

Authorizing the Purchase a Front-Load Trash Truck for the Solid Waste Department from Bond Equipment through the Texas Local Government Purchasing Cooperative (Buyboard).

Background:

This new truck is to replace and eight year old truck that was involved in a crash and totaled by insurance.

Origination:

Solid Waste Department

Financial Consideration:

Total amount of purchase is \$410,545.00

Staff Recommendation:

Staff recommends approval

Alternatives:

As directed by City Council.

Attachments:

1. Resolution No. 7503
2. BUYBOARD 2025 STK FL
3. Sherman FEL Stock unit through Bond on Kyrish Chassis

RESOLUTION NO. 7503

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A FRONT-LOAD TRUCK FROM BOND EQUIPMENT FOR THE SOLID WASTE DEPARTMENT THROUGH BUYBOARD; 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 contracts of sale with Bond Equipment for the purchase of a front-load truck, in accordance with all contract documents attached hereto and made a part hereof for all purposes. Funds for this purchase are being committed out of the City of Sherman's fiscal year 2024-2025 budget.

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 17th day of March 2025.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
SHAWN TEAMANN, MAYOR

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE BUYBOARD

PRODUCT PURCHASING BASED ON CONTRACT

Customer City of Sherman 3/7/2025
 Product Description LH Drive Battle Motors LET2 6X4 Diesel
 Ship to New Way

A. Base Price in Bid/Proposal Number 723-23 \$189,356.00

B. Published Options *itemize each item below)

Double Frame	1594	LH Sentry seat	476
X12 350 R	14132	Adjustable seat shock	168
Block Heater	384	Black Windshield Guard	240
Remote coolant recovery and fill	489	Heated Mirrors	116
Ag Neutral AG	551	Heated spot mirrors	165
Exhaust Diffuser	292	Battery box 3 950 CCA	310
HMX-460 5.57 disc brakes	8724	Black Windshield Guard	240
Front axle disc brakes	1175	Batt-Disconnect to switch	185
80 Gallon fuel tank	291		
Front bumper Front loader	906		
Tow pins	143	New Way Mammoth FEL	166934
Air horn	798	Freight to New Way	2875
Subtotal column 1	29479	Subtotal column 2	171709

Published Options added to Base Price (Subtotal of Column1 Column 2)

\$201,188

C. Subtotal of A+ B

\$390,544

D. Unpublished Options (Itemize each item below. Not to exceed + 25% of Unpublished)

Alum front wheels	1123	Surcharge	975
Alum rear wheels	3795		
Center console	590		
Orange seat belts	25		
315/80 Rear Tires	7458		
22K Front suspension	215		
25PRICEADJ60.1	2800		
Total Column 1	16006	Total Column 2	975

Unpublished Options added to Base Price (subtotal of Column 1 + 2)

16981

E. Contract Price Adjustment (if any explain)

F. Total of C +D + E(Not including Buyboard Fee)

\$407,525

G. Quantity Ordered (Units x F) 1 # of Units

407,525

H. Buyboard Fee

400

400

I. Non-Equipment Charges & Credits (ie Ext. Warranty, Trade In, Cost of Factory Trips etc.)

*Cummins Ext Warranty

2620

*Truck Inspection

0

2620 ***Per truck

1500 ***Per person

Subtotal non equipment changes

J. TOTAL PURCHASE PRICE INCLUDING (G +H +I)

410,545

Bond Equipment Company Inc.

Andy Bond

2946 Irving Blvd

214-637-0760

Dallas, TX 75247

*Cummins Extended warranty per truck \$2620

*Truck inspection per person \$1500

Texas Pack + Load
 1030 Brussels Street
 San Antonio, TX 78219 US
 parts@texaspackandload.com



Estimate

ADDRESS

Bond Equipment
 2946 Irving Blvd, Dallas, TX 7524

SHIP TO

Bond Equipment
 2946 Irving Blvd, Dallas, TX
 7524

ESTIMATE # 7591

DATE 03/06/2025

EXPIRATION DATE 06/30/2025

MEMO

Sherman FEL, Stock Unit

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
NW-MAMMOTH2	40yd Eject L.W. (208"-210" Wheelbase)	1	157,139.70	157,139.70T
NW-MAMMOTH77	Body Roof to 10GA 80K	1	0.00	0.00T
NW-MAMMOTH80	Roof Door Solid Metal 14GA	1	0.00	0.00T
NW-MAMMOTH81	Body Sides 1/8" AR 450	1	0.00	0.00T
NW-MAMMOTH84	Body Floor 3/16" AR235	1	0.00	0.00T
NW-MAMMOTH88	Hopper Sides 3/16" AR450	1	0.00	0.00T
NW-MAMMOTH91	Hopper Floor 1/4" AR450	1	0.00	0.00T
NW-MAMMOTH92	Front Sump w/ Dual Clean Out Doors	1	0.00	0.00T
NW-MAMMOTH94	Tailgate Bubble 1/8" AR450	1	0.00	0.00T
NW-MAMMOTH96	Packer Panel Lower Face 3/16" AR450	1	0.00	0.00T
NW-MAMMOTH98	Packer Panel Sloped Face 3/16" AR450	1	0.00	0.00T
NW-MAMMOTH105	Steel Canopy (long extension) Air Raised	1	0.00	0.00T
NI-EQP MISC - PI	10,000.00lbs Arms	1	0.00	0.00T
NW-MAMMOTH124	Fork Thickness 1 1/2" 100K with hook (44" usable bumper to hook)	1	0.00	0.00T
NW-MAMMOTH161	Dual Access Door	1	0.00	0.00T
NW-	Shovel/Broom Rack	1	0.00	0.00T

Approved by: _____ Date: _____

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
MAMMOTH149				
NW-MAMMOTH31	LED Body Lights including Reverse and License Plate	1	0.00	0.00T
NW-MAMMOTH33	LED High Intensity Backup Lights - mounted on tailgate (2 Lights)	1	0.00	0.00T
NW-MAMMOTH34	LED High Intensity Work Lights (2 Lights in Hopper and 1 on Canopy)	1	0.00	0.00T
NW-MAMMOTH37	Strobe Light Package (Integrated Strobe System with Turn Signals - 2 round lights mounted in upper tailgate)	1	0.00	0.00T
NW-MAMMOTH38	Strobe Light Package (Integrated Strobe System with Turn Signals - 2 round lights mounted in lower tailgate)	1	0.00	0.00T
NW-MAMMOTH44	Center Mount Brake (I.D. Cluster)	1	0.00	0.00T
NW-MAMMOTH6	Light Weight Service Hoist	1	0.00	0.00T
NW-MAMMOTH119	Single Handle Quad Control Joystick	1	0.00	0.00T
NW-MAMMOTH49	Over Height Warning Light - Provides visual alert when arms/forks are above cab	1	0.00	0.00T
NW-MAMMOTH107	Filter By-Pass Visual Indicator on Filter Housing	1	0.00	0.00T
NW-MAMMOTH114	Aluminum Oil Tank With In Tank Filtration	1	0.00	0.00T
NW-MAMMOTH116	Quick Disconnect Port for Pressure Gage	1	0.00	0.00T
NW-MAMMOTH162	Rubber Fender Skirt Extension (Required for rear tires wider than 98.5")	1	0.00	0.00T
NW-MAMMOTH54	Fire Extinguisher--10lb. (standard equipment on mounted units only)	1	0.00	0.00T
NW-MAMMOTH56	Triangle Kit (standard equipment and only available on mounted units)	1	0.00	0.00T
NW-MAMMOTH151	Steel Tool Box 18x18x24 (Frame Mounted)	1	0.00	0.00T
NW-MAMMOTH68	3rd Eye 3 Camera system with 9" Color Flat Screen Monitor, Hopper, Rear facing and Blind spot camera.)	1	5,295.00	5,295.00T
Sales Tax	Sales Tax calculated by AvaTax on Mon 07 Nov 16:53:16 UTC 2022	1	0.00	0.00
Equipment Delivery	Equipment Delivery	1	4,500.00	4,500.00
	TERMS ARE NET 30 DAYS AFTER CHASSIS IS DELIVERED TO CHASSIS DEALER			

Texas Pack + Load thanks you for the opportunity to quote your business!

SUBTOTAL	166,934.70
TAX	0.00
TOTAL	\$166,934.70

**All Invoices are COD unless pre-approved credit terms have been arranged

Approved by: _____ Date: _____

Copperas Cove, City of Mammoth FEL

Special Requested Options included

- 3rd Eye 3 Camera System
- Dual Access Body Doors
- Curbside Ladder Mid Body (STANDARD)
- Dual Sump Clean-out Doors (STANDARD)
- Mounted on Battle Motors Chassis

Accepted By

Accepted Date



City Council Regular Meeting

Agenda Item No. H.1.

Meeting Date: 3/17/2025

Prepared By: Clint Philpott, Assistant City Manager

Approved By: Zachary Flores, Assistant City Manager

Caption:

CHANGE ORDER NO. 1

Approving the Greater Texoma Utility Authority's Intention to Approve Change Order No. 1 to the South Wastewater Treatment Plant - MBR

Issue:

To consider approval of the Greater Texoma Utility Authority's intention to approve Change Order No. 1 to the South Wastewater Treatment Plant - MBR

Background:

The project to which this Change Order applies is the new South Wastewater Treatment Plant, MBR. The project is a new 4 million gallon per day facility that will have the ability to treat significant industrial user waste streams that the existing north WWTP could not. The project was constructed by Construction Manager at Risk (CMAR) delivery method that was later adapted to a traditional delivery contract. A construction fee was deliberated and agreed with provision that some changes may still occur before construction was complete. The following is a mid-point change order correction.

When a question arises either between the engineer and a contractor, or between the contractor and the engineer, a Request For Information (RFI) is created to track the question. The issue is often addressed in the form of Work Change Directive (WCD). The WCD instructs the contractor to prepare the solution to the question and offer a solution and cost estimates. The engineer, city staff, and project management team negotiate the WCD to best-solutions and prepare a Potential Change Order(PCO). Many of the PCO's discussed herein are due to the speed the construction was proceeding at, or that the design was still underway while construction was moving forward. Some are due to revelations of conflict due to progressing design from a plan package being Issued For Bidding (IFB) to Issued For Construction (IFC) that create changes. Some cases are changes due to improvements in design or Value Engineering (VE) during construction to save money.

It was determined in the best interest of all parties to perform a level-up change order at this time to mitigate confusion or conflict with moving forward. The attached documents reflect the process described above inside over 1,300 pages of work to date, in 28 PCO's.

Some PCO's reflect negative costs and some positive costs, as in any change order undertaken. This change order ultimately is a net reduction in cost.

Origination:

Engineering Department

Financial Consideration:

A funding decrease in the amount of \$425,481.05 (0.15%) in the contract award is needed for this Change Order

No. 1. Funding is for this project is through GTUA Open Market Bond funds.

Staff Recommendation:

It is recommended that the Greater Texoma Utility Authority's intention to approve Change Order No. 1 to the South Wastewater Treatment Plant - MBR be approved.

Alternatives:

As may be directed by the City Council

Attachments:

1. COSK-PDE-CO001 Section 1
2. COSK-PDE-CO001 Section 2 PCO 27-45
3. COSK-PDE-CO001 Section 3 PCO 46-72
4. MBR Project Update 20250317
5. WWTP Map

Project:	South Wastewater Treatment Plant - MBR	Project Number:	
Owner:	Greater Texoma Utility Authority/City of Sherman		1513-U
Contractor:	Kiewit Water Facilities South Co.		105718
Engineer:	Plummer Associates		1422-005-02

Change Order No.:	01	Date:	03/17/2025
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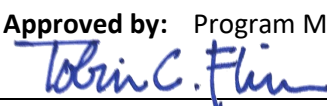
Make the following modifications to the Contract Documents:
Multiple updates based on Progression of the Design and changes in field conditions. See Attached Summary for full description of 28 individual PCOs.

Justification:
Progression of the design during that provides for a more effective WWTP.

This Contract Amendment modifies the Contract Documents. Should this amendment include any change in compensation, the compensation in this Contract Amendment is the full, complete, and final compensation for all costs the Contractor may incur as a result of or relating to this change whether said costs are known, unknown, foreseen, or unforeseen at this time, including without limitation, any cost for delay, extended overhead, ripple or impact cost, or any other effect on changed or unchanged Work as a result of this Contract Modification. The changes in Contract Times are the complete and final adjustments for direct impacts to the ability of the Contractor to complete the Work within the Contract Times and are the only adjustments to which the Contractor is entitled. Except as modified hereby, the Contract Documents and all of the terms and provisions thereof remain in full force and effect.

a Original Contract Price	\$ 2,865,000.00
b Previously Approved Amendments and Change Orders	\$ 285,266,409.55
c Adjusted Contract Price (a + b)	\$ 288,131,409.55
d Change Order Amount	(\$ 425,481.05)
e Revised Contract Price (c + d)	\$ 287,705,928.50
f Percent Change to Date (from GMP Amendment 07)	- 0.15 %
g Change in Days this Change Order	0 days

Completion Dates:		Original		Previous		Current
Substantial Completion	h	4/30/2025	i	8/26/2025	j	8/26/2025
Final Completion	k	7/26/2025	l	11/24/2025	m	11/24/2025

Recommended by: Design Engineer  Name _____ Date 3-5-2025	Recommended by: Project Construction Manager  Name _____ Date 3/5/25
Approved by: Kiewit Water Facilities South Co. Name _____ Date _____	Approved by: Program Manager  Name _____ Date 03/04/2025
Approved by: Greater Texoma Utility Authority Name _____ Date _____	Approved by: City of Sherman Name _____ Date _____

3/4/2025

GTUA/City of Sherman
220 W Mulberry St.
P.O. Box 1106
Sherman, TX 75091
(903) 892-7208

Re: COSK South Wastewater Treatment Plant - MBR Project
Change Order 001 Recommendation

Dear GTUA/City of Sherman:

For the South Wastewater Treatment Plant – MBR Project, multiple changes to the contract have been contemplated, evaluated, and negotiated with the CMAR. The Program Team, Design Engineer, and Construction Manager have been working with the CMAR continuously to manage these changes while construction continues.

The items included in this change order are primarily due to the finalization of design. The majority of items were identified prior to the final GMP/Lump Sum Amendment was approved in November 2024 and were directed for work to proceed. Several are associated with unforeseen conditions and design clarifications issued by the Engineer. All have merit in line with the contract documents. The team agreed to continue to analyze and negotiate these changes and after the Final Amendment was issued to maintain the agreed schedule. Below is a table of the changes that identifies the description, reason, and cost of each change.

PCO #	Description	Reason for Change	Cost	Expected
27	P&ID Update	Design Progression	\$0.00	Yes
35	Filtered Effluent Junction Box	Design Progression	\$530,768.27	Yes
39	MBR Support Building and Backpulse Tank	Design Progression	\$133,896.43	Yes
42	Electrical Equipment Pad at the PTU	Design Progression	\$185,828.20	Yes
43	BRB-MBR 18-in Air Pipe Supports	Design Progression	\$100,667.96	Yes
44	MEMC - 54" Influent MH Change	Design Progression	\$443,623.68	Yes
45	Instrumentation Update	Design Progression	\$0.00	Yes

46	Delete Tank Mixer CPs	Design Clarification	(\$21,723.90)	Yes
47	PW in-slab piping PVC to Copper	Design Clarification	\$3,494.98	Yes
48	Diversion Box Ammonia Sampler	Design Progression	\$136,013.35	Yes
49	Remove Heat Trace & Insulation	Design Progression	(\$51,112.75)	Yes
50	Relift PS Electrical Changes	Design Progression	\$86,416.60	Yes
52	EQ Basin Effluent Valve and Piping	Design Progression	\$8,616.08	Yes
53	Access Control - Building Security	Design Progression	\$73,258.85	Yes
54	BRB Walls at scum box	Design Progression	\$14,986.98	Yes
55	Alkalinity Storage Relocation	Design Progression	(\$317,968.36)	Yes
56	36-inch RS re-route	Owner Request	\$14,105.80	Yes
57	30" Rerouting Due to Utility Conflict	Unforeseen Conditions	\$41,953.47	No
60	EQ Basin and SST 304 SST Replacement	Design Clarification	\$151,615.01	Yes
61	COR 10 North Plant Relift DB Revised	Unforeseen Conditions	\$16,738.33	No
62	Beam Connection Detail CO3 Steel Boss	Design Clarification	\$7,450.24	Yes
63	Head of interior CIP Wall at Underside of Roof Deck	Design Clarification	\$27,109.68	Yes
64	Stair Revision at BRB	Design Progression	\$94,044.25	Yes
65	Electrical and I&C Updates from RFIs	Design Progression	\$68,236.24	Yes
66	MBR Blower Victaulic Couplings	Design Clarification	\$36,442.73	Yes
67	Site Finishes Credit	Value Engineering	(\$2,195,886.97)	Yes
69	Alterman Field Order 19	Design Clarification	\$5,178.94	Yes
72	DN Tanks 316 SS Credit	Design Clarification	(\$19,235.14)	Yes
Total for Change Order 001			(\$425,481.05)	

The total project funding request for Change Order 001 is a Credit of **(\$425,481.05)**. There is no contract time change with Change Order 001. By authorizing this amendment amount, the following contract adjustments will be made:

Original Contract Value:	\$ 2,865,000.00
Amendments1-7:	\$ 285,266,409.55
<u>Proposed CO 001</u>	<u>(\$ 425,481.05)</u>
Revised Total Contract Value:	\$ 287,705,928.50

Respectfully,



Tobin Flinn, PE
Vice President
Program Manager

Cc:
Hugh Brightwell – Program Construction Manager

Attachments:
1. 28 Potential Change Order Packages

SOUTH WWTP – MBR PROJECT

















As of September 30, 2024

- **Total Personnel Onsite:
377**

- Onsite Staff: 93
- Onsite Craft: 223
- Onsite Subcontractors: 61

- **Total Percent Complete**

- Excavation: 83%
- Backfill: 40%
- UG Pipe: 58%
- UG Electrical: 68%
- Concrete: 60%
- AG Pipe: 0%
- AG Electrical: 0%
- Process Mechanical: 0%

As of March 3, 2025

- **Total Personnel Onsite:
381**

- Onsite Staff: 87
- Onsite Craft: 190
- Onsite Subcontractors: 104

- **Total Percent Complete**

- Excavation: 90%
- Backfill: 73%
- UG Pipe: 80%
- UG Electrical: 89%
- Concrete: 90%
- AG Pipe: 45%
- AG Electrical: 2%
- Process Mechanical: 38%

- **Total Manhours without a Recordable**

- 386,167 MH PTD (Kiewit craft only)
 - 67,394 of those hours are in 2025

- **Total Contracts Executed**

- 77 Total
 - 23 Subcontracts
 - 28 Service Agreements
 - 26 Material Contracts

- **Total Submittals Approved**

- 771 Approved or Approved As Noted
- 118 Information Only
- 32 Currently in Review

- **Total Off Site Vendor Surveillance Inspections**

- 18 supplier facility quality inspections
- 23 supplier pre-fab meeting quality inspections

- **Concrete Structures Complete**

- BRB
- MBR Basins
- RAS Structure
- MBR Support Building
- PTU
- Blower Building
- Splitter Box ~80% Complete
- North Plant
 - Relift PS
 - Effluent Filter Slab
 - UV Structure ~80% Complete

- **Subcontract Work Complete**

- DN Tanks
 - EQ Tank – Passed Leak Test
 - Sludge Tank – Passed Leak Test
- Fenimore Blythe: Masons
 - MBR Building
 - Blower Building
- Texas Shafts
 - Drilled and installed piers for bridge crane at MBR
- Steel Boss
 - Erected structural steel covers and joists at Blower Building
 - Erecting joists at MBR Support Building
- CST Industries

- **Other Big Wins**

- All concrete structures have passed leak test except for the UV and Splitter Box, which will both be tested week of March 3, 2025.

Sep 26, 2024

North Plant



Oct 31, 2024

North Plant



Nov 26, 2024

North Plant



Dec 27, 2024

North Plant



Jan 15, 2025

North Plant



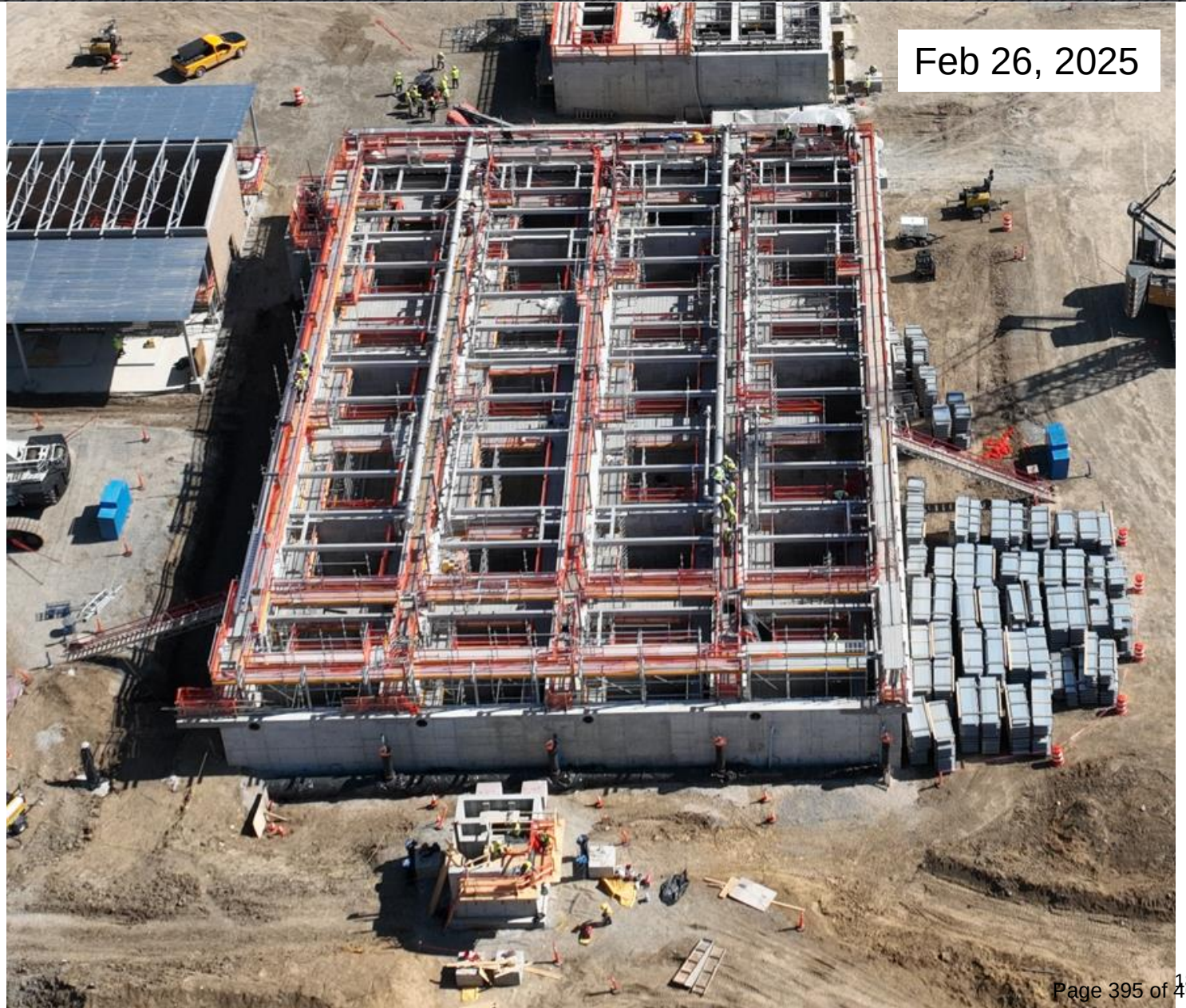
Feb 27, 2025

North Plant



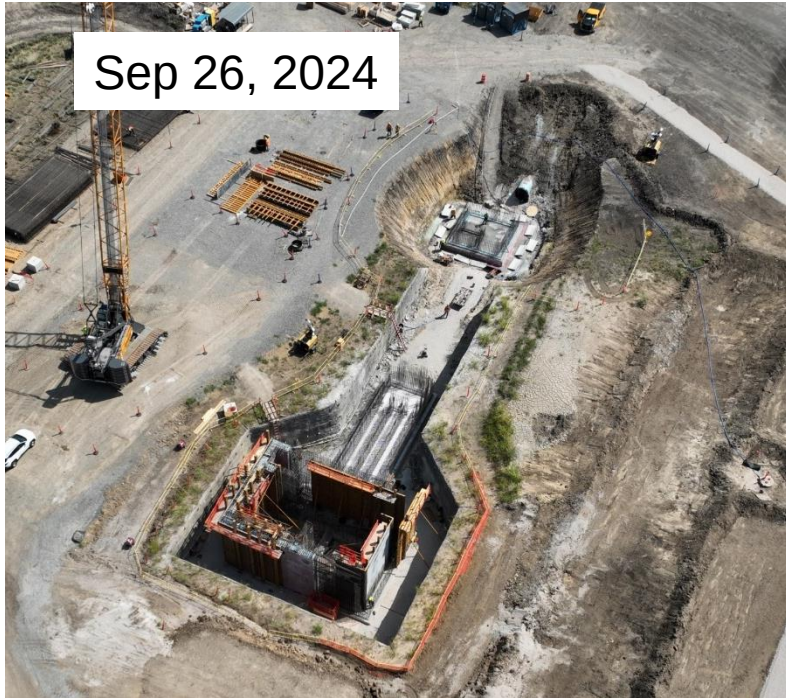
Feb 26, 2025

Sept 26, 2024



Influent Pump Station

Sep 26, 2024



Feb 26, 2025



Feb 26, 2025



Sep 26, 2024



Blower Building

Feb 26, 2025



Sep 26, 2024



MBR and RAS



Preliminary
Treatment Unit

Feb 26, 2025



Sep 26, 2024



EQ Tank

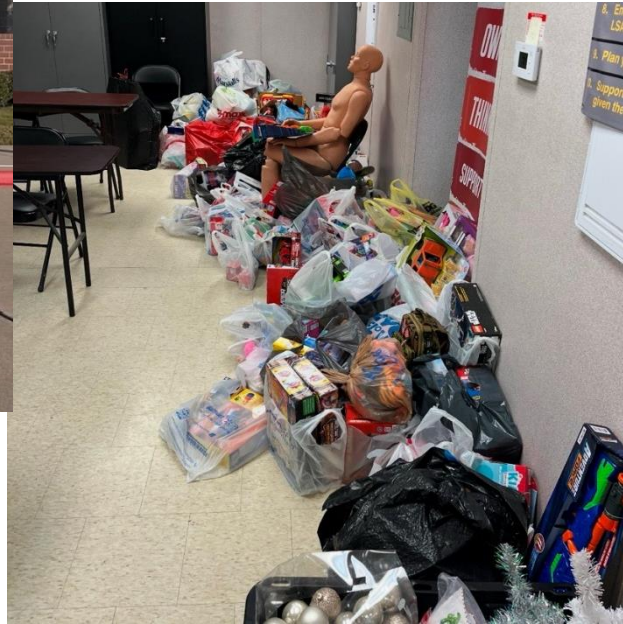




CVIS and their team hosted a successful coat drive, collecting over 250 coats to be donated to local schools through Sherman ISD.

- In October, interns, HR staff, and field engineers volunteered their time to assist with the setup for the Veterans Fest, organized by a local group dedicated to supporting veterans. The event focused on providing veterans with resources related to housing, benefits, and other essential services.
- Project team donated candy to Dillingham Elementary school for Trunk or Treat event.

Sherman WWTP donated over 1500 toys to Toys for Tots, Child & Family Guidance Center, Grand Central Station and Salvation of Army. Kiewit-Sherman Team donated \$4,000 to purchase 300 toys.



Kiewit employees Donated \$850 to Texoma Christian School . Each grade is committed to reaching out and serving in an area of need around the Sherman-Denison area.

Gary Burgess BBQ'd for over 100 Veterans for the Christmas Holiday. Monica Burgess, Kameraia Tates, and Mike Mott volunteered with serving food.



- Sherman proudly sponsored the local "Veterans on Tap" event, offering veterans a complimentary buffet, drink tickets, and prizes. The event provided an opportunity for local veterans to come together, fostering camaraderie and strengthening friendships within the veteran community.
- CVIS and craft team donated over 100 canned goods to Grand Central Station, local food pantry.



Sherman
CLASSIC TOWN. BROAD HORIZON.



City Council Regular Meeting

Agenda Item No. I.1.

Meeting Date: 3/17/2025

Prepared By: Teri Fine, Assistant to the City Manager

Approved By: Zachary Flores, Assistant City Manager

Caption:

Other Business

Cultural District Quarterly Report

Issue:

To receive the Sherman Cultural District Semi-annual report from Cary Wacker

Background:

The update will provide the City Council with an overview of the Cultural District's activities and accomplishments from October 2024 to current, as well as upcoming events they have planned.

Origination:

Sherman Cultural District

Financial Consideration:

This presentation is for informational 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

Attachments:

1. March 2025 SCD Report to City Council



ACTIVITY SUMMARY (Oct 2024—Mar 2024)

- New grant proposal in the works: Sherman Bird Sculptures!
- 5 Advisory Board meetings—focusing on public art planning

We're helping build Sherman's economy! According to the Texas Cultural Trust's 2025 State of the Arts Report:

The Texas Arts and Culture Industry generated

\$7.3 billion

In taxable sales since 2010

In 2023, nearly

1 in 14

Texas jobs were creative careers

Sherman Birds: What's on the Drawing Board?

For its 2025 proposal to the Texas Commission on the Arts, SCD is commissioning a series of bird-themed sculptures and events to create a unique visual identity and interactive art experiences in Sherman's historic downtown. The project will culminate with sculpture unveiling and a new one-day Sherman Bird Festival in Spring 2026, assisted by volunteers from Hagerman National Wildlife Refuge. Why did we choose birds?

- Sherman is a designated bird sanctuary.
- Hagerman NWR, though located on an arm of Lake Texoma about 15 miles from the Cultural District, actually has a Sherman address and attracts thousands of visitors yearly. The refuge has a very active educational program that will support our endeavors. We will leverage tourism opportunities for both birders and art enthusiasts.



Visitor Center at Hagerman NWR

- An astounding variety of bird species inhabit and/or migrate through our city and region—a whole flock of shapes and sizes to inspire artists now and in the future!
- The logo for Texoma FC features “Two Birds and a Ball” – what could be better?
- Choosing “birds” as a symbol for Sherman thus provides an authentic and unique symbol that enhances the SCD's visual identity, and also can be incorporated into future public art installations using a variety of media. Artists whose proposals are selected will receive a stipend, and

SCD will coordinate materials and metal fabrication of the base. This initial phase of “Sherman Birds” aims to install sculptures in six pedestrian-friendly locations in historic Downtown Sherman.

2024-2025 Cultural District Advisory Council:

MeLissa Eason, Chair | Linda Walker, secretary | Aaron Bucy | Brianna Burnett | Darrah Dunn | Donna Ebarb
 Bonnie Koenig | Courtney Mitchell | Jody Perry | Jason Watson
 Ex-officio:
 Daron Holland | Sarah McRae, Treasurer | Terrence Steele | Cary Wacker, Coordinator

