

**CITY OF SHERMAN
CITY COUNCIL REGULAR MEETING AGENDA
COMMUNITY ROOM OF THE SHERMAN POLICE DEPARTMENT HEADQUARTERS
2600 W. TRAVIS
SHERMAN, TEXAS
MONDAY, MAY 19, 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 CLAY BARNETT**
- A.3. APPROVE MINUTES OF THE CALLED CITY COUNCIL MEETING (BUDGET PLANNING) OF APRIL 11, 2025 AND THE REGULAR CITY COUNCIL MEETING OF MAY 5, 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

Proclamation

D.1. PROCLAMATION

"Motorcycle Safety Awareness Month" - May 2025

Public Hearing

E.1. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6831

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land consisting of 0.190 acres being a portion of Block 2 of the J.P. Loving's 2nd Addition, City Of Sherman, Grayson County, Texas, Located at 306 South Dewey Avenue, Heretofore R-6 (Single Family Residential) District Rezoning And Placing The Tract In The R-2F (Duplex Residential) District Zoning Classification, David Arbelaez (Owner) and Premier Surveying, LLC (Surveyor) Providing For A Penalty Not To Exceed \$2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

E.2. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6832

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land consisting of 2.289 acres being a part of Lot 1, of the final plat of James Plaza Addition, City Of Sherman, Grayson County, Texas, Located at 1804 North Highway 75, Heretofore C-1 (Retail Business) District/75&82 Overlay District Rezoning And Placing The Tract In The C-2 (General Commercial) District/75&82 Overlay District Zoning Classification, AHM 1804 Real Estate, LLC (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.3. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6833

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, And Granting A Specific Use Permit To Allow Automobile repair, body work, or painting in a C-2 (General Commercial) District/75&82 Overlay District, Located At 1804 North Highway 75, Consisting of 2.289 acres being a part of Lot 1, of the final plat of James Plaza Addition, City Of Sherman, Grayson County, Texas AHM 1804 Real Estate, LLC (Owner) and Underwood Drafting & Surveying (Surveyor) Prescribing Conditions To The Specific Use Permit; Providing A Penalty Not To Exceed \$2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

E.4. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6834

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land consisting of 0.7561 acres being part of the G. B. Pilant Survey, Abstract No. 963, City Of Sherman, Grayson County, Texas, Located at 1024 South First Street, Heretofore M-1 (Light Manufacturing) District and R-6 (Single Family Residential) District Rezoning And Placing The Tract In The C-2 (General Commercial) District Zoning Classification, Gustavo and Rosalba Ramirez (Owners) and Copley Land Surveying (Surveyors) 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. 6835

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land consisting of 0.387 acres being a part of the G.B. Pilant Survey, Abstract No. 963, City Of Sherman, Grayson County, Texas, Located at 1010 South First Street, Heretofore R-6 (Single Family Residential) District Rezoning And Placing The Tract In The R-4 (Patio Home Residential) District Zoning Classification, BHCP, LLC (Owner) and Copley Land 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. 6836

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, And Granting A Specific Use Permit To Allow Automobile repair, body work, or painting in a C-2 (General Commercial) District, Located At 1911 North Loy Lake Road, Consisting of 1.137 acres being Lot 3, Block A in the Sheldon Pavilion Replat, City Of Sherman, Grayson County, Texas Mahan Shabani (Owner), Greg Joseph (Representative) and Pacheco Koch Consulting Engineers (Surveyor) Prescribing Conditions To The Specific Use Permit; Providing A Penalty Not To Exceed \$2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

Close Public Hearing and Consider Adoption of Ordinances

F.1. CLOSE PUBLIC HEARING

Consider Adoption of Ordinances 6831, 6832, 6833, 6834, 6835 & 6836.

Resolutions

G.1. RESOLUTION NO. 7528

Authorizing Execution of a Facilities Extension Agreement between Oncor Electric Delivery Company LLC and the City of Sherman for the Extension of Company Delivery System Facilities

G.2. RESOLUTION NO. 7529

Amending Resolution No. 6443 to Extend the Expiration Date for Tyson Fresh Meats, Inc. Enterprise Project Under the Texas Enterprise Zone Program, Administered by the Governor's Economic Development and Tourism Office Through the Economic Development Bank

G.3. * RESOLUTION NO. 7530

Award a Bid to and Authorize Execution of a Contract with Cowtown Design and Build, LLC for the CDBG-Funded Senior Citizens Center Remodel Project

G.4. * RESOLUTION NO. 7531

Authorizing Execution of a Fifth Amendment to the Professional Services Agreement with Plummer Associates, Inc. for Engineering Services for Design of the Wastewater Treatment and Water Reuse Master Plan Project

Other Business

H.1. * OTHER BUSINESS

Consider and act on Atmos Energy Corporation's acceptance of Ordinance No. 6767, approved by City Council on August 3, 2024, which granted a franchise agreement to Atmos Energy Corporation subject the terms thereof.

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:

J.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.

J.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) Property located north of US 82, east of US 69, west of FM 1752

J.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.

J.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

a) Planning and Zoning Commission (3)

J.5. TEX. GOV'T CODE § 551.076

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

J.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.

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

J.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

Adjournment

COUNCIL CALENDAR

M.1. COUNCIL CALENDAR

2025 Council Calendar

CERTIFICATION

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

Dated this _____. 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

§

April 11, 2025

§

BE IT REMEMBERED THAT A Called Meeting of the Sherman City Council was begun and held in the City Council Chambers on April 11, 2025.

COUNCIL MEMBERS PRESENT: Mayor Shawn Teamann; Deputy Mayor Juston Dobbs.
Council Members Barnett, Holland, Howeth, Marroquin,
Stevenson.

COUNCIL MEMBERS ABSENT: None.

CITY STAFF PRESENT: Dr. Zachary Flores, Acting City Manager; Clint Philpott, Assistant City Manager; Ryan Pittman, Attorney, Abernathy, Roeder, Boyd, Hullett; Rob Rae, Director of Development Services; Wayne Lee, Director of Engineering; Jason Jeffcoat, Police Chief; Wes Trisler, Executive Director of Operations; Leah Roberts, Executive Director of Administration; Justin Eastwood, Parks and Recreation Director; Eric Sandberg, Public Works Director; Mary Lawrence, Chief Financial Officer; Billy Hartsfield, Fire Chief; Jana Walker, Controller; Nathan Whiddon, Wastewater Superintendent; Shawn Hackworth, IT Manager; Nate Strauch, Community and Support Services Manager; Sean Hemperley, Grounds and Cemetery Maintenance Superintendent; Brian Stevens, Facilities Manager; Jim Cross, Water Systems Manager; Theresa Hutchinson, Parks and Recreation Manager; Sarah McRae, Tourism and Main Street Manager; Lauren Marlow, Development Services Planning Technician; Travis Overturf, Civil Engineer; Leigh Ann Della Rosa, Parks and Recreation Administrative Specialist; Tasheena Taylor, Administrative Assistant; Moises Duran, Emergency Management Coordinator; Brett LaBarge, IT Assistant Manager; Trevor Deaton, IT Support Tech; Teri Fine, Assistant to the City Manager; Linda Ashby, City Clerk.

PURPOSE: Call to Order, Quorum Determined, Meeting Declared Open

Pledge of Allegiance and Invocation by Mayor Shawn Teamann

Citizen Comments

Financial Update and Council Input for 2025-2026 Budget Year

Council Comments

Executive Session

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COUNCIL MINUTES – APRIL 11, 2025

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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

Open Meeting

Adjournment

CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN

Mayor Teamann called the meeting to order at 11:03 a.m., declared a quorum present, and opened the Called City Council Meeting.

COUNCIL MINUTES – APRIL 11, 2025

PLEDGE OF ALLEGIANCE AND INVOCATION BY MAYOR SHAWN TEAMANN

City Council Members took a lunch break from 11:05 a.m. to 11:13 a.m.

CITIZEN COMMENTS

There were no citizen's comments.

FINANCIAL UPDATE AND COUNCIL INPUT FOR 2025-2026 BUDGET YEAR

Dr. Zachary Flores, Acting City Manager, said the staff wanted to give the Council a look at “where we’ve been,” “where we’re at,” and get Council direction on “where you want us to go.”

Mary Lawrence, Chief Financial Officer, presented a Financial Update for FY 2024, which had ending reserves of about \$900,000 above FY 2023, and with 111 days of reserves in the General Fund. Sales tax for FY 2024 was about \$1.2 million below budget, with about half of that being due to Texas Instruments not making a sales tax payment one month, and another month they “clawed back” about \$250,000.

In the Utility Fund, the City has been building reserves, as planned. Ending reserves for FY 2024 were up \$1.5 million from FY 2023, at 101 days. In the Solid Waste Fund, FY 2024 ending reserves were down about \$270,000, and there was about 60 days.

For FY 2025, the projected reserves for the General Fund are estimated at \$19.9 million. The decrease in the reserves is because of the plan to transfer out to the contingency fund. The transfer out to the Risk Contingency Fund can always be adjusted. Revenue from property tax is also below projected.

For FY 2025, the projected reserves for the Utility Fund are estimated at \$15.8 million, about \$2.2 million above the FY 2025 adjusted budget. Both Texas Instruments and GlobalWafers are ramping up and are currently over one-third of the City's revenue, and will eventually be about half of the City's revenue. She added that a small change in their consumption, really swings the revenue. She said about 36% of the City's water and sewer are coming from those two users. Ms. Lawrence said, in the Utility Fund, they are currently estimating that the reserves and revenues will be above the budget.

In the Solid Waste Fund, the commercial solid waste continues to perform well, and the revenues are up because of commercial solid waste. However, this does increase the disposal fee. She does expect the reserves will increase from 60 days to 63 days. There was a 5% increase on commercial rates in 2025, and an increase in the cart charge on the residential side.

She outlined revenues and expenditures for each fund. In the General Fund, in FY 2024, property tax revenue was at \$14.5 million, and is projected to be about \$24.4 million in FY 2025. That is the effect of Texas Instruments and GlobalWafers value coming on the City's tax roll. She said it wouldn't increase \$10 million every year. A portion of the property tax and sales tax from Texas Instruments and GlobalWafers is transferring into the Risk Contingency Fund. There are some concerns in future years with the Utility Fund, and the General Fund may have to help the Utility Fund out.

Ms. Lawrence discussed the property tax growth and compared the property tax rates with similar sized cities, as well as the property tax estimated assessed values. Sales tax history increased, and she looked at the increase with and without the three large projects at Finisar, Texas Instruments, and GlobalWafers. Dr. Flores said sales tax “is not getting worse, it's just flat.” Ms. Lawrence said it was expected and the staff knew the sales tax was temporary. She added that they will also ask for some of it back.

COUNCIL MINUTES – APRIL 11, 2025

Sales tax rates in Sherman include the 1% regular sales tax from the State, 0.5% sales tax in lieu of property tax, 0.375% for streets, and 0.125% for the Sherman Economic Development Corporation, for a 2% total City sales tax. The 10-year annual growth rate is 6%.

In the Utility Fund, the effect of the rate increase can be seen in the revenues. Most of the rate increase is due to Texas Instruments and GlobalWafers, About \$12 million of the \$16 million increase in 2024 to 2025, is from Texas Instruments and GlobalWafers. The staff isn't sure what their normal consumption will be, however the rate consultant is preparing another Rate Study to make sure the rates are still sufficient to cover expenses for next year and the ongoing developer plan. Dr. Flores reminded Council Members that one day in reserves in the Utility Fund is equal to \$110,000.

As for water and sewer revenue, Ms. Lawrence said 60% of the water revenue increase and 85% of the sewer revenue increase from 2024 to 2025 is from Texas Instruments and GlobalWafers.

In the Solid Waste Fund, most of the projected revenue increase for FY 2025 is from commercial service, partly due to the 5% rate increase, and residential due to the cart fee increase from \$12.75 to \$15.30. The landfill fee has increased 30%, since January 1, 2023. Even after last years solid waste increase for residential service, the City of Sherman is still about half of the cost of the other peer cities. Every 1% increase in the residential fee is about \$27,000. The Texoma Area Solid Waste Authority distribution of \$1.1 million this year, would be equal to residents experiencing a 4% increase in residential fees. The commercial service subsidizes the residential service by about \$1.2 million annually. The residential service only pays for about half the cost of its operations.

Dr. Flores discussed the expenses of the solid waste service, including employees, fleet, and fleet repairs, and emphasized how expensive it is to maintain and repair the solid waste fleet. The cost of running the solid waste service is increasing at a rate that the commercial and the TASWA distribution can't cover. They didn't plan to recommend anything this year, but said they couldn't continue to operate the way they are operating. The cost of the growth is more than what the TASWA distribution and the rate can sustain. He said the costs "wouldn't be sustainable, somewhere down the road."

Ms. Lawrence said every year the staff reviews the group health claims history, and since 2018, the City has added 200 employees, which has increased the cost. Reserves held in the other fund are also reserves for this fund and can be transferred in, if needed. A large balance is not held in this fund.

In 2021, Ms. Lawrence said the worker's compensation claims were quite high. At that time a safety committee was formed and has made a big difference in the claims and the premiums have gone down. Leah Roberts, Executive Director of Administration, said the biggest proponent to making this happen was the return to work program. In the past, when an employee went on worker's comp, they just stayed off, even if they were able to have modified duty. Now, if they are eligible for light or modified duty, other departments can use them for those types of jobs. This is definitely an incentive to return to work.

Ms. Lawrence presented a brief look at the Capital Improvement Program too, however a CIP Council Meeting will be held soon to go into more depth about the projects. She presented a list of the proposed projects and their funding source.

She also presented a list of outstanding tax supported debt, by issue, including the interest, principal, annual debt service, and final maturity. A proposed project list through 2030 was also presented as a planning tool.

COUNCIL MINUTES – APRIL 11, 2025

Planned projects were also listed for the 2025 Certificates of Obligation, which will be issued in the next couple of weeks. She showed various charts of how the debt service would be divided and what types of projects would be scheduled.

Mayor Teamann said the citizens have indicated they want more emphasis on streets, downtown, and things that make an impact on their lives. He added that the City also has obligations they have entered into and facilities that must be maintained. Dr. Flores said there will be an opportunity at the end for Council direction on things they want to include in the budget.

As for the Utility Fund, Ms. Lawrence discussed the outstanding Greater Texoma Utility Authority debt, and the five-year project list. Some of the projects are dependent on volume and consumption, and will be scheduled when additional volume is needed. They also look at engineering costs one year and construction costs in a later year's budget, when possible.

"The Plan" has been in effect for about a year, but some changes have been made, as needed. One huge adjustment was when Texas Instruments said their volume would be about 40% less than they originally said. A new rate plan that addressed the shortfall was adopted and Texas Instruments moved their second phase out by about two years.

Currently there is \$6.5 million in impact fees that has been accumulated to date, that can help pay these fees. The Sherman Economic Development Corporation has also committed \$11 million in project funds for Progress and Interurban, and there are transfers between funds and the Risk Contingency Fund. There are also significant interest earnings on bond funds, and some unused bond proceeds to pay the debt service.

Ms. Lawrence said 2027 would be the most challenging year. The plan also assumes that Texas Instruments' second phase will start in 2028, with no additional phases. It also assumes there will be no other phases for GlobalWafers either. Most of the Utility Fund projects are driven by industrial needs.

Ms. Lawrence presented a list of challenges in both the General Fund, for FY 2026 through FY 2030, and the Utility Fund for FY 2026 through FY 2029.

Dr. Flores said they didn't expect to change the tax rate; Council could decide to do something with the Solid Waste Fund, but he didn't feel "we were there yet"; and they had discussed the General Fund, the Utility Fund, and the Solid Waste Fund. From past discussions, he said the Council has asked for emphasis on streets, downtown, and facilities. He asked for any other specific direction that the Council would like the staff to look at.

Council Members indicated their areas of concern for the budget:

- Texoma Area Solid Waste Agency, community-wide collaborations to lower costs, streets, parks, quality of life, downtown, facilities, take care of what we have (Mayor Teamann)
- Public safety needs, fire and police personnel (Council Member Holland)
- Streets, parks, downtown, quality of life (Deputy Mayor Dobbs)
- Quality of neighborhoods (Council Member Barnett)
- Marketing aspect to improvements, strategic where money is spent, streets, parks, downtown (Council Member Stevenson)

COUNCIL MINUTES – APRIL 11, 2025

- Older streets, downtown parking, more downtown “labeled” parking, downtown signage, trash on east side of Sherman (Council Member Howeth)
- Streets, parks, downtown, shopping center on east side of Sherman, small market on east side, trash, demolition of old houses, parking on the grass (Council Member Marroquin)

Dr. Flores added that many items were “quality of life” items and compliance with ordinances, and enhancing what the City is already doing.

Deputy Mayor Dobbs suggested that the Mayor provide marketing updates on video to tell citizens what’s being done, and help keep the public informed. Mayor Teamann said he would also like to see projects started and finished. He said there still needs to be a plan, but there are also projects that can be completed now.

COUNCIL COMMENTS

- April 12, 2025, at 4:00 p.m. is the grand opening of Pecan Grove Park East. (Pam Howeth)
- Sherman is “on the cusp” of real opportunities and he is looking forward to it. (Clay Barnett)
- Urged the staff to push the pink trash cans. (Daron Holland)
- Adaptive swimming for children is being offered by the Parks and Recreation Department this year. (Pam Howeth)

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COUNCIL MINUTES – APRIL 11, 2025

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No Executive Session was needed.

ADJOURNMENT

There being no further business to come before the City Council, motion was duly made and approved to adjourn the Called Meeting at 12:48 p.m.

MAYOR

ATTEST

CITY CLERK

An aerial photograph of a school campus. In the center is a large, modern school building with a flat roof and several windows. To the left of the building is a large, paved parking lot filled with cars. To the right of the building is a green sports field with white yard lines. In the foreground, there is a wide, paved road that curves around the campus. The background shows a mix of green trees and open, undeveloped land. The sky is clear and blue.

Financial Update - Operations

Financial Update Summary – FY2024 Operations

General Fund

- FY2024 ending reserves \$900k above FY2023
- 111 days at 9/30/24

Utility Fund

- FY2024 ending reserves up \$1.5 million from FY2023
- 101 days at 9/30/24

Solid Waste Fund

- FY2024 ending reserves down about 270k
- 60 days at 9/30/24

Financial Update Summary – FY 2025 Operations and Reserves

General Fund

- Projected Reserves – \$19.9 million
 - About \$1 million less than FY25 adjusted budget
 - \$5.7M below FY2024 – transfer to Risk Contingency
 - 65 days reserves
- Revenues – Property Tax below projection (\$1 million)
- Expenses -\$1.3 million over budget – Demo, Christmas lights, transfer to Hotel Tax Fund

Financial Update Summary – FY 2025 Operations and Reserves (continued)

Utility Fund

- Projected Reserves - \$15.8 million
 - About \$2.2 million above FY2025 adjusted budget
 - \$7 million above FY2024
 - 138 days reserves
- Revenues - \$1.4 million over budget
- Expenses - about budget

Solid Waste Fund

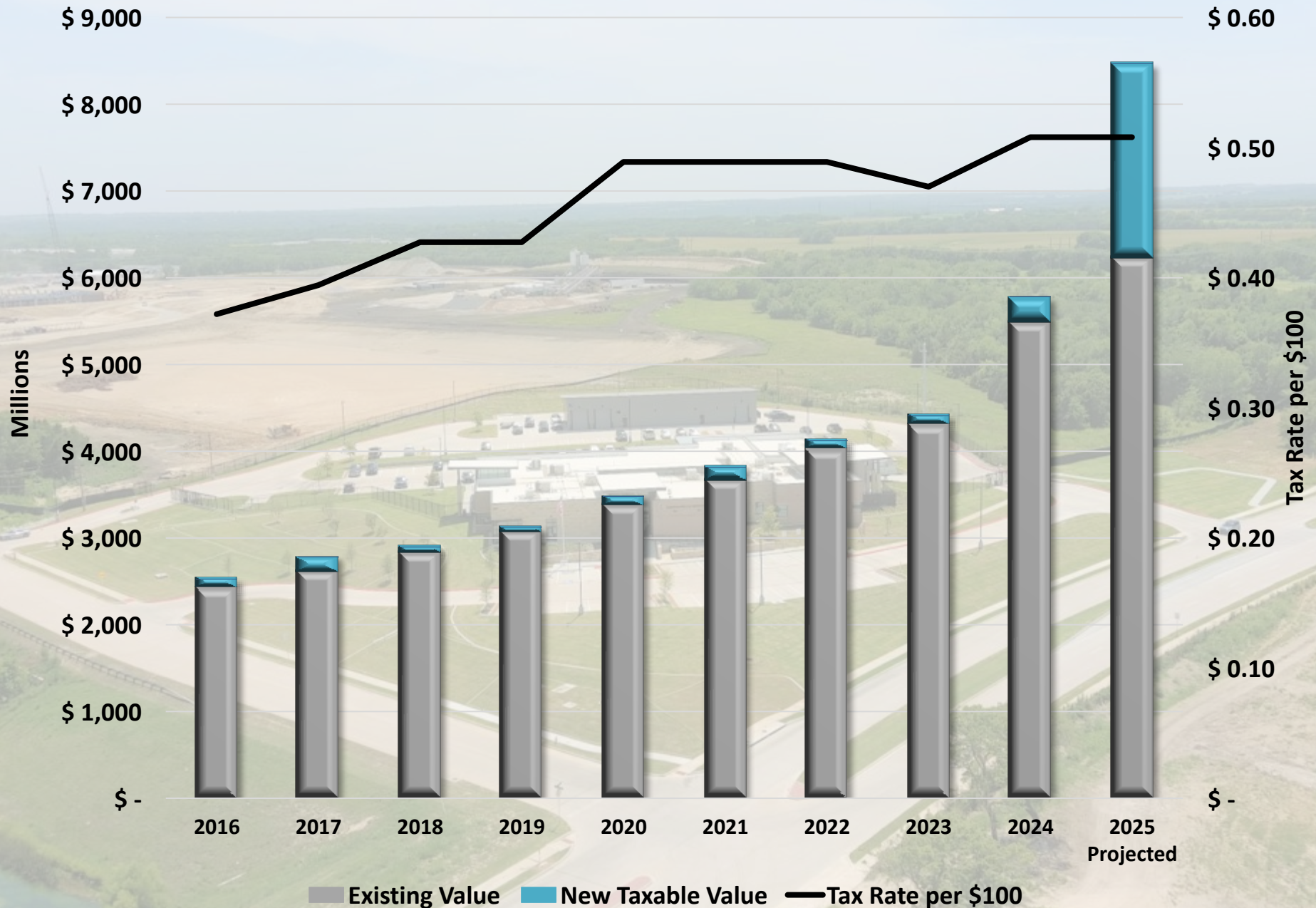
- Projected Reserves - \$2.0 million
 - Ending reserves about budget
 - \$273,000 more than FY2024 – rate increase
 - 63 days reserves
- Revenues - CSW by \$500k
- Expenses - disposal fees \$260k; Front-load, net \$370k

City of Sherman GENERAL FUND

	Actual 2023-2024	Adjusted Budget 2024-2025	Projected 2024-2025
Beginning Fund Balance	\$ 18,664,620	\$ 18,209,890	\$ 19,556,119
Revenues			
Property Tax	14,513,257	25,484,400	24,380,000
Sales Tax	30,010,369	28,500,000	28,500,000
Franchise Tax	3,120,613	3,081,000	3,113,000
Other Taxes	175,182	178,500	174,100
Fines & Penalties	803,345	663,000	663,000
Recreation	428,188	381,000	381,000
Licenses & Permits	2,924,652	1,087,465	1,087,465
Rentals	5,088	7,450	7,450
Cemetery	226,234	256,100	256,100
Sales & Service	3,321,816	2,357,450	2,357,450
Ambulance Service	2,180,275	1,881,500	1,881,500
Interest Income	824,458	650,000	650,000
Grant Revenue	111,581	63,225	63,225
Intergovernmental	838,202	838,469	838,469
Miscellaneous Revenue	849,671	1,667,265	1,667,265
Total Revenues	60,332,932	67,096,824	66,020,024
Transfers In	5,005,471	6,215,063	6,230,626
Total Revenues and Transfers In	65,338,403	73,311,887	72,250,650
Total Funds Available	84,003,023	91,521,777	91,806,769
Expenditures			
Personnel	41,740,954	44,901,880	44,901,880
Supplies	2,343,592	2,957,856	2,957,856
Repair & Maintenance	3,245,999	2,695,221	2,695,221
Utilities	1,339,613	1,470,010	1,470,010
Information Technology	1,345,455	1,572,450	1,572,450
Services & Charges	7,475,211	8,995,877	9,295,877
Vehicle Usage	3,139,041	2,972,400	2,972,400
Capital Expenses	915,231	939,259	1,139,259
Fleet Services & Charges	1,901,807	1,813,732	1,813,732
Transfers Out	1,000,000	8,300,000	9,100,000
Total Expenditures	64,446,903	76,618,685	77,918,685
Excess Revenues over Expenditures	891,500	(3,306,798)	(5,668,035)
Ending Fund Balance	\$ 19,556,119	\$ 14,903,092	\$ 13,888,084

One day in reserves = \$190,000

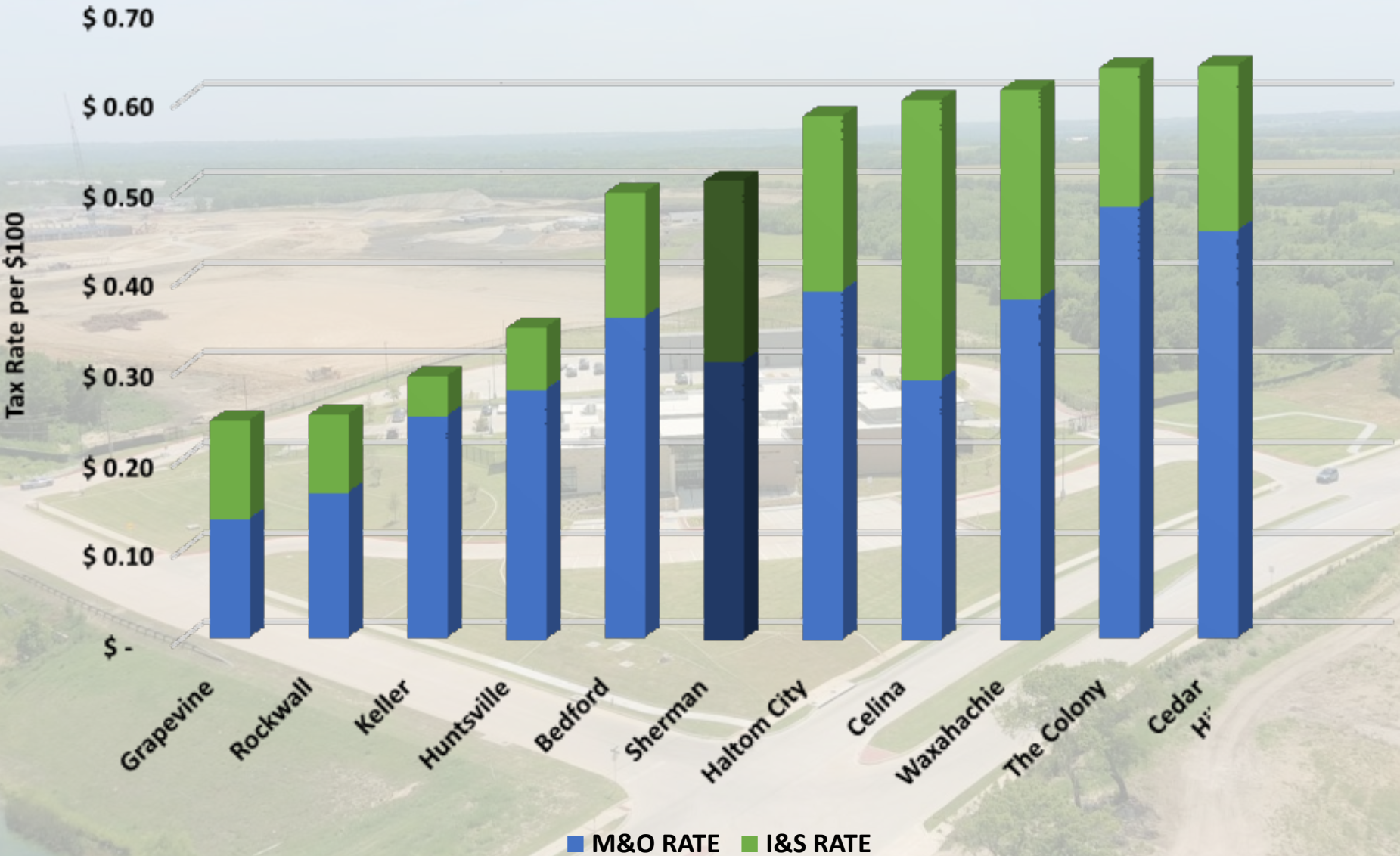
New Value and Growth in Existing Property



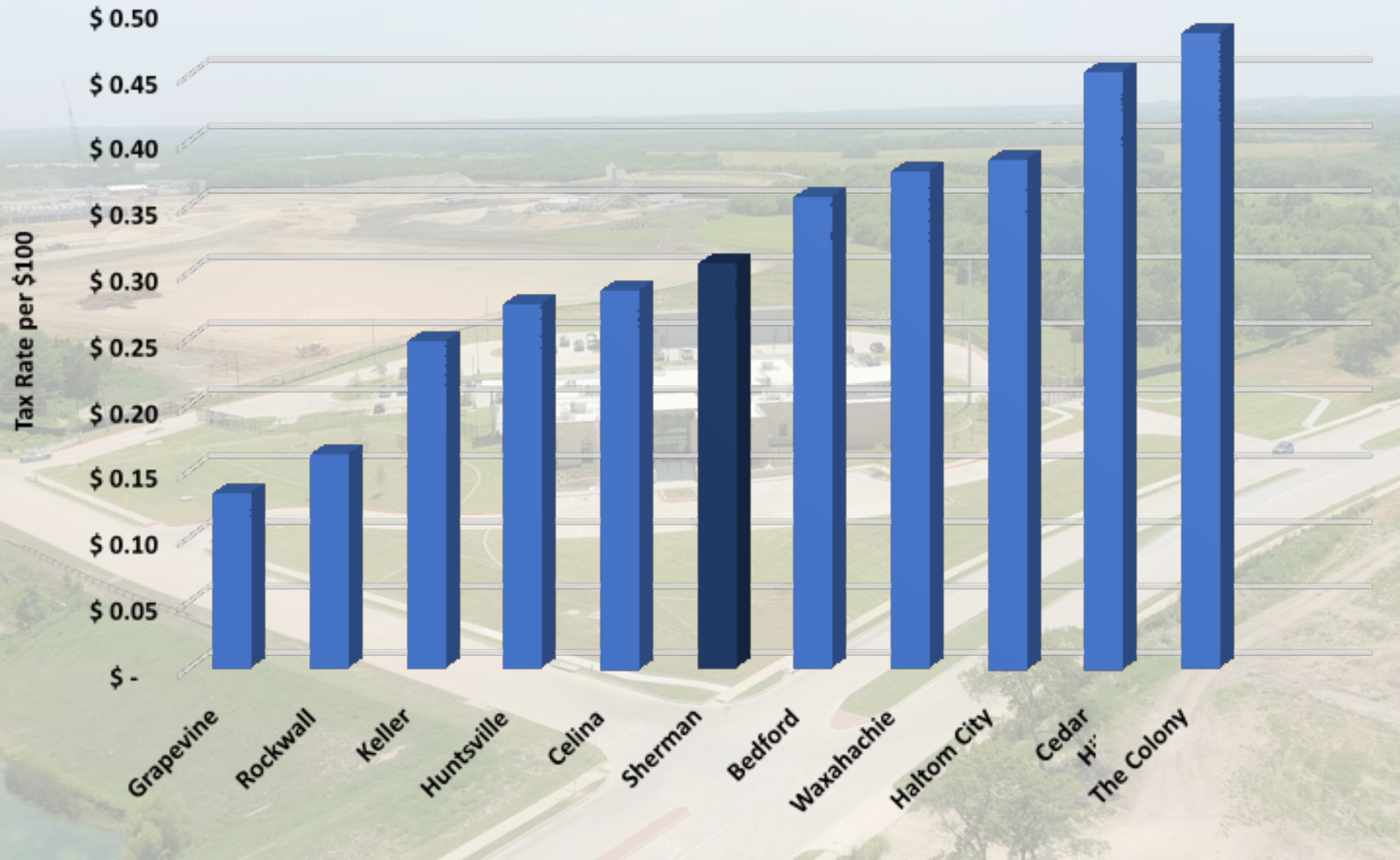
Cumulative New Value and Growth



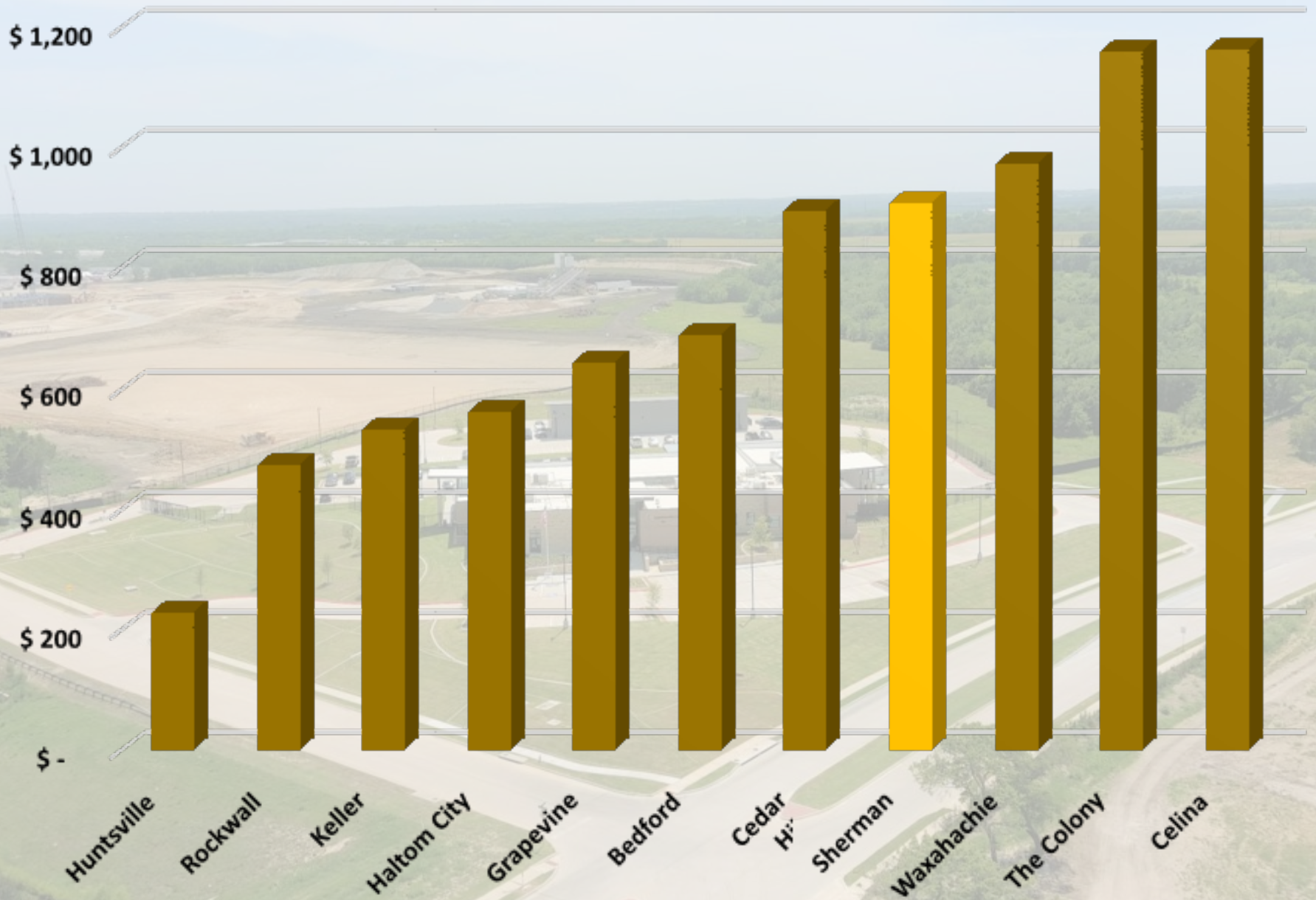
Property Tax Rates of Similarly Sized Cities by Total Tax Rate



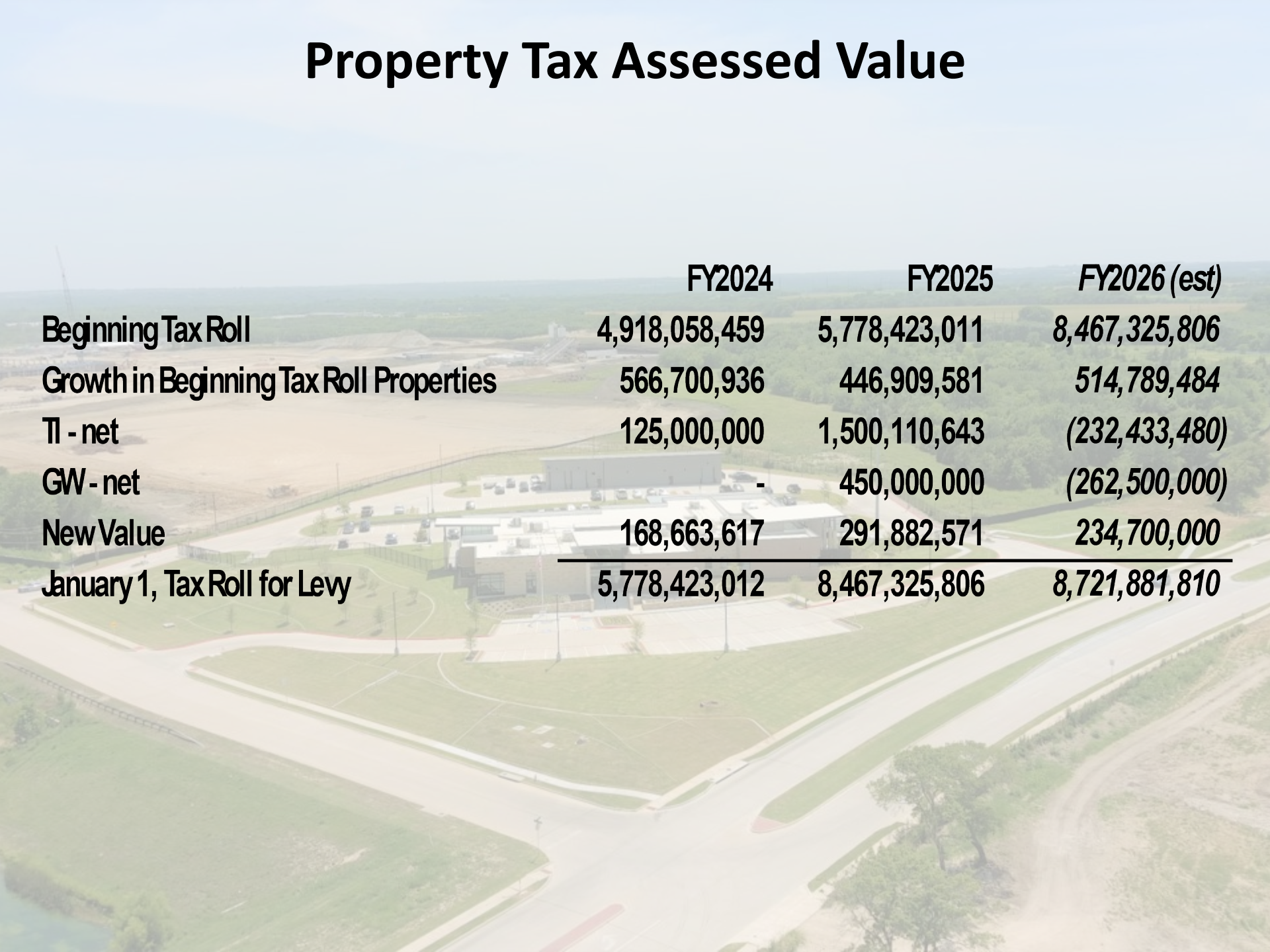
Property Tax Rates of Similarly Sized Cities by M&O Tax Rate



Property Taxes per Capita of Similarly Sized Cities



Property Tax Assessed Value



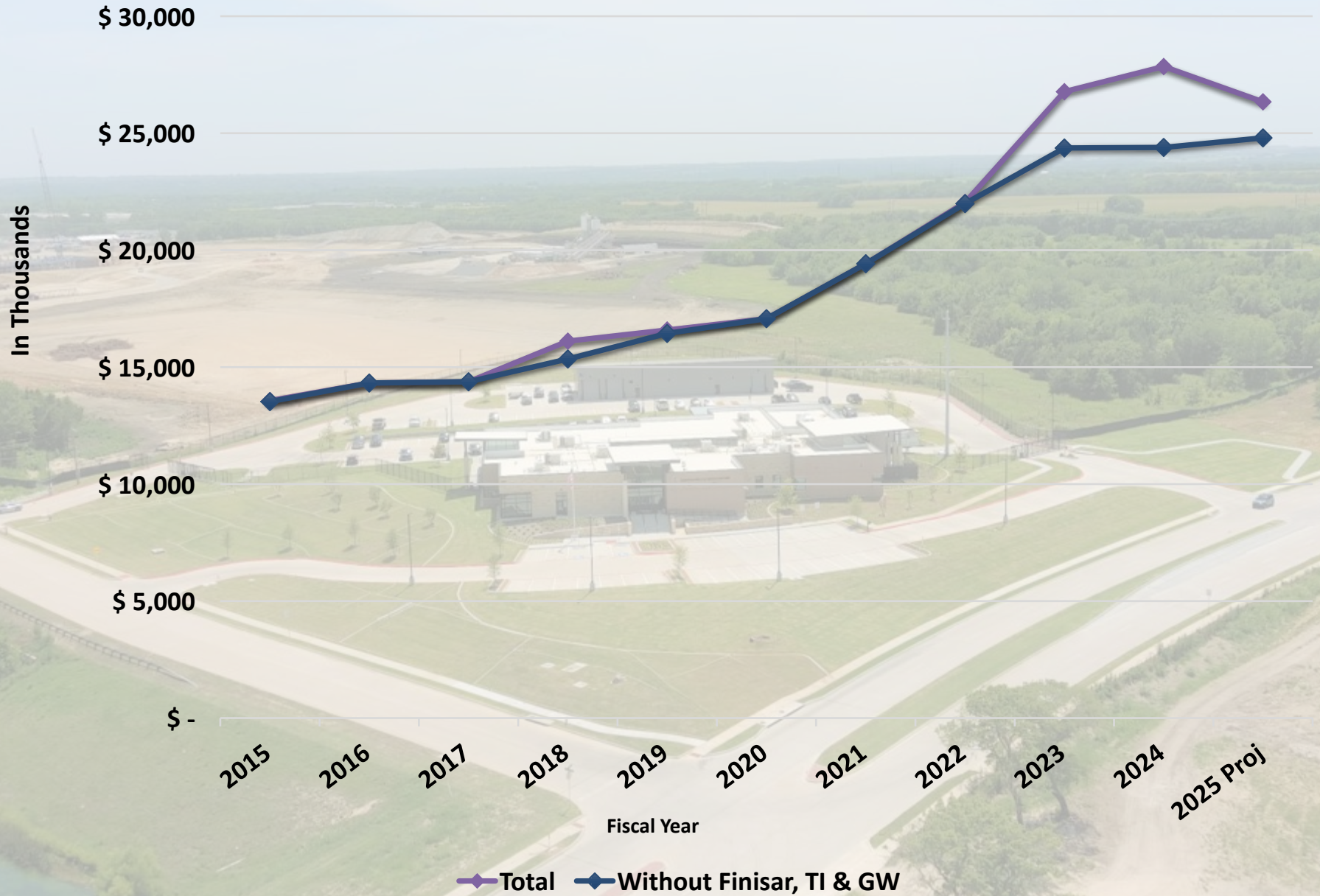
	FY2024	FY2025	FY2026 (est)
Beginning Tax Roll	4,918,058,459	5,778,423,011	8,467,325,806
Growth in Beginning Tax Roll Properties	566,700,936	446,909,581	514,789,484
TI - net	125,000,000	1,500,110,643	(232,433,480)
GW - net	-	450,000,000	(262,500,000)
New Value	168,663,617	291,882,571	234,700,000
January 1, Tax Roll for Levy	5,778,423,012	8,467,325,806	8,721,881,810

Property Tax Rates

	FY2024	FY2025	FY2026 (est)
M&O Rate	0.2638	0.3075	0.2883
Debt Rate	0.2442	0.2005	0.2197
M&O Taxes	15,443,396	25,956,591	25,211,417
Debt Taxes	12,335,342	15,203,154	16,913,367
<i>(assumes adopted rate is .508)</i>			
Voter- approval Rate	0.5293	0.5235	0.6714

Sales Tax History

(excluding Street tax)



Sales Tax

\$ 40,000

Regular

1.0000%

\$ 35,000

In Lieu of Property Tax

0.5000%

Street

0.3750%

SEDCO

0.1250%

\$ 30,000

2.0000%

\$ 25,000

10-year annual growth rate = 6%

\$ 20,000

\$ 15,000

\$ 10,000

\$ 5,000

\$ -

201

201

201

201

201

202

202

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202

202

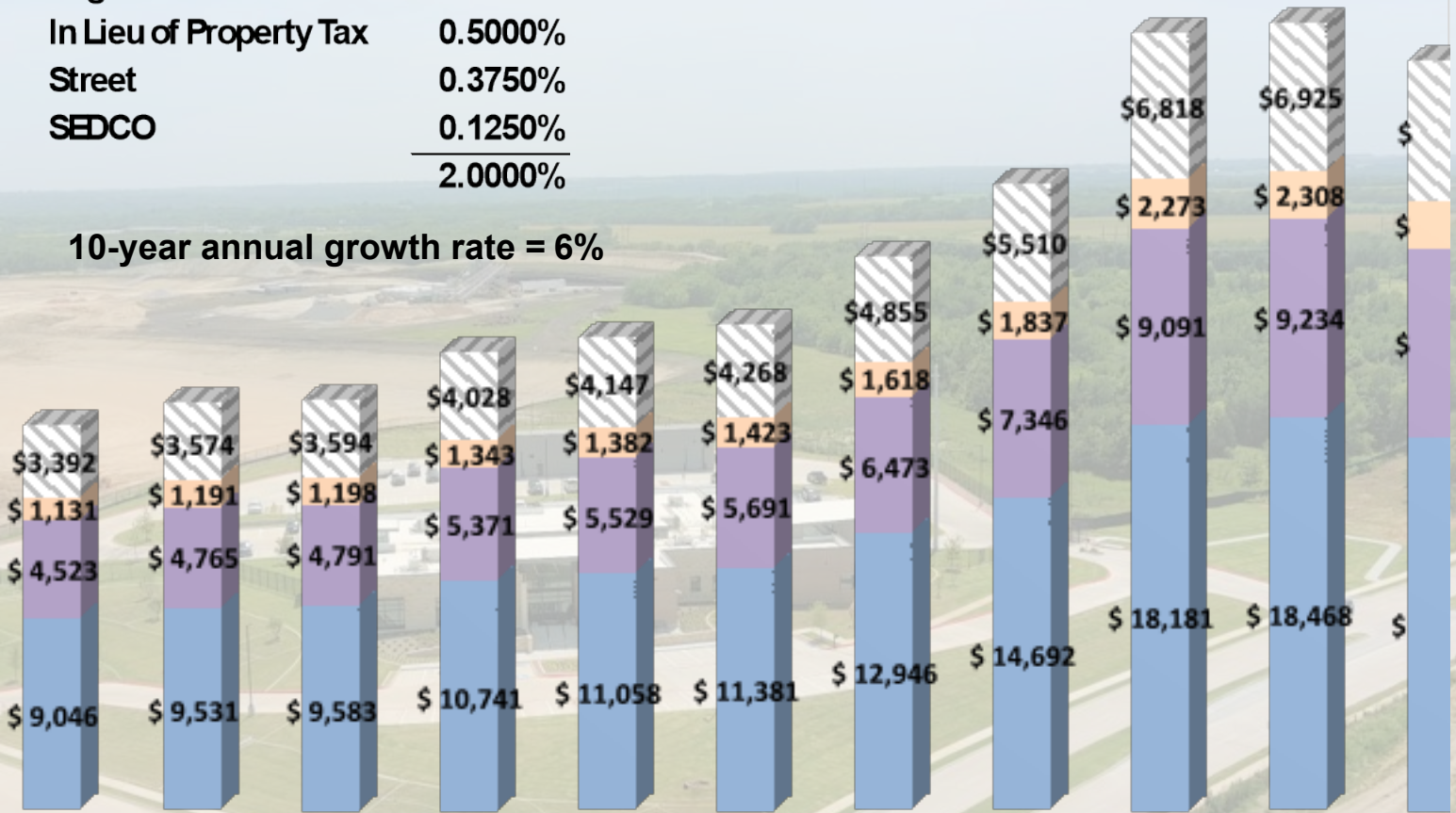
2025 Projected

Regular Sales Tax

Sales Tax in Lieu of Property Tax

Street Sales Tax

SEDCO

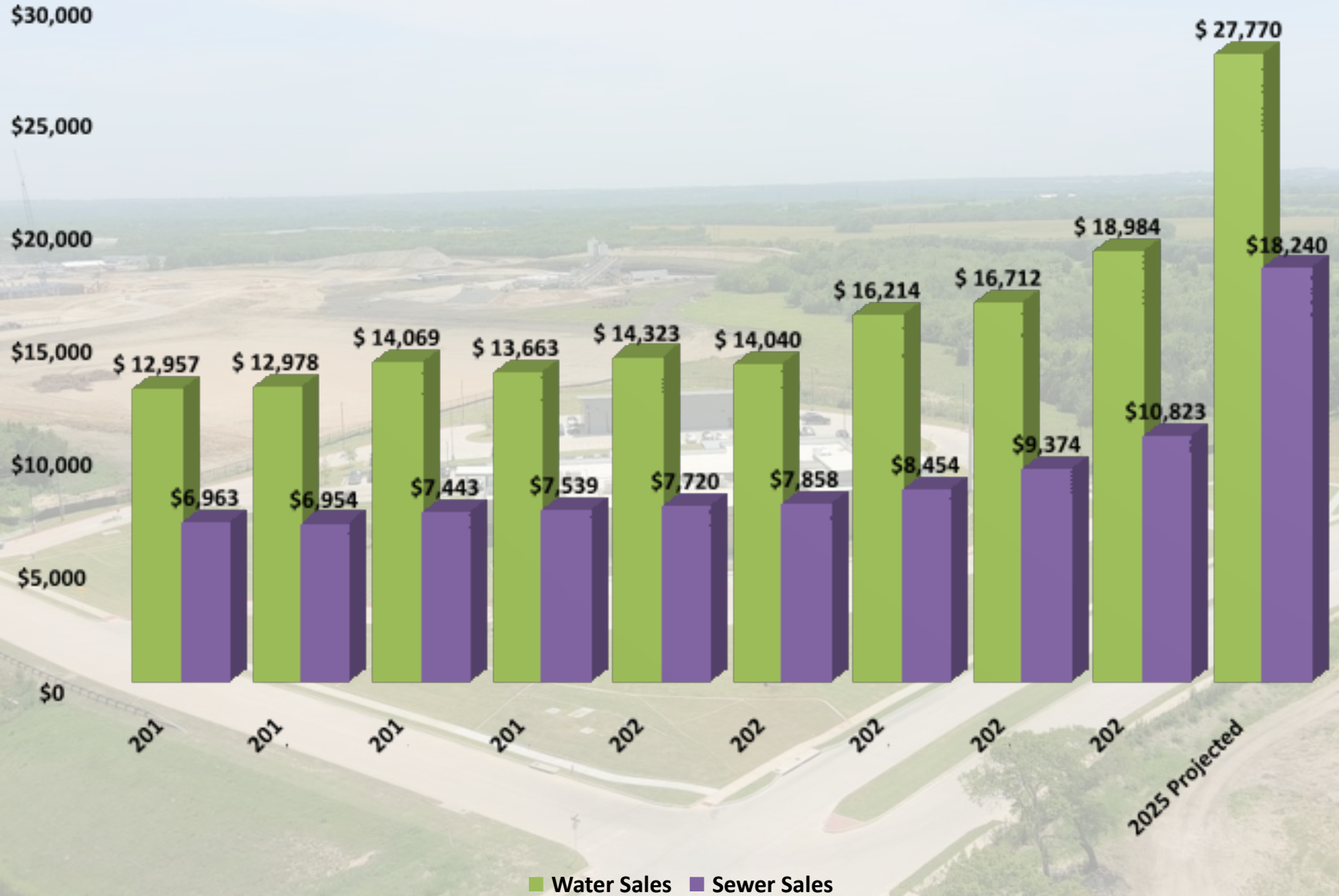


City of Sherman
UTILITY FUND
2025-2026 Annual Budget

	Actual 2023-2024	Adjusted Budget 2024-2025	Projected 2024-2025
Beginning Reserve	\$ 7,239,308	\$ 8,498,670	\$ 8,757,341
Revenues			
Water Sales	18,984,415	25,127,330	27,770,000
Sewer Sales	10,823,414	19,441,124	18,240,000
Laboratory	144,067	168,500	168,500
Service Charges & Penalties	609,091	625,000	625,000
Charges for Services	217,140	265,000	265,000
Interest Income	169,716	110,000	110,000
Intergovernmental	410,336	417,870	417,870
Miscellaneous Revenue	142,513	347,600	347,600
Debt Proceeds	-	343,200	343,200
Total Revenues	31,500,691	46,845,624	48,287,170
Transfers In	1,599,042	474,000	474,000
Total Revenues and Transfers In	33,099,734	47,319,624	48,761,170
Total Funds Available	40,339,042	55,818,294	57,518,511
Expenditures			
Personnel	8,314,046	10,357,350	10,357,350
Supplies	2,152,389	3,821,124	3,821,124
Repair & Maintenance	4,562,911	5,214,628	5,214,628
Utilities	2,438,409	2,827,530	2,827,530
Information Technology	376,520	456,690	456,690
Debt Service	7,360,891	10,786,399	10,216,399
Services & Charges	1,721,117	2,644,031	2,644,031
Vehicle Usage	700,843	714,580	714,580
Fleet Services & Charges	187,800	142,547	142,547
Capital Expenses	310,316	709,168	709,168
Total Expenditures	28,125,242	37,674,046	37,104,046
Transfers Out	3,456,458	4,626,074	4,654,569
Total Expenditures and Transfers Out	31,581,700	42,300,120	41,758,615
Excess Revenues over Expenditures	1,518,033	5,019,504	7,002,555
Ending Reserve	\$ 8,757,341	\$ 13,518,174	\$ 15,759,896

One day in reserves = \$110,000

Water and Sewer Revenues



City of Sherman
SOLID WASTE FUND
2025-2026 Annual Budget

	Actual 2023-2024	Adjusted Budget 2024-2025	Projected 2024-2025
Beginning Fund Balance	\$ 1,949,504	\$ 1,802,171	\$ 1,683,613
Revenues			
Solid Waste Service	8,852,830	10,002,000	10,476,000
Service Charges & Penalties	118,764	125,000	125,000
Interest Income	80,250	63,000	63,000
Miscellaneous Revenue	938,192	875,000	1,110,000
Total Revenues	9,990,035	11,065,000	11,774,000
Total Funds Available	11,939,539	12,867,171	13,457,613
Expenditures			
Personnel	2,406,498	2,626,950	2,626,950
Supplies	508,753	415,353	415,353
Repair & Maintenance	74,187	58,612	58,612
Utilities	66,438	56,710	56,710
Information Technology	105,357	122,960	122,960
Services & Charges	3,437,017	3,504,725	3,754,725
Vehicle Usage	1,876,941	1,889,700	1,889,700
Capital Expenses	101,186	95,725	95,725
Fleet Services & Charges	47,000	40,000	410,000
Transfers Out	1,632,549	2,047,147	2,034,215
Total Expenditures	10,255,926	10,857,883	11,464,951
Excess Revenues over Expenditures	(265,892)	207,117	309,049
Ending Fund Balance	\$ 1,683,613	\$ 2,009,288	\$ 1,992,662

One day in reserves = \$30,000

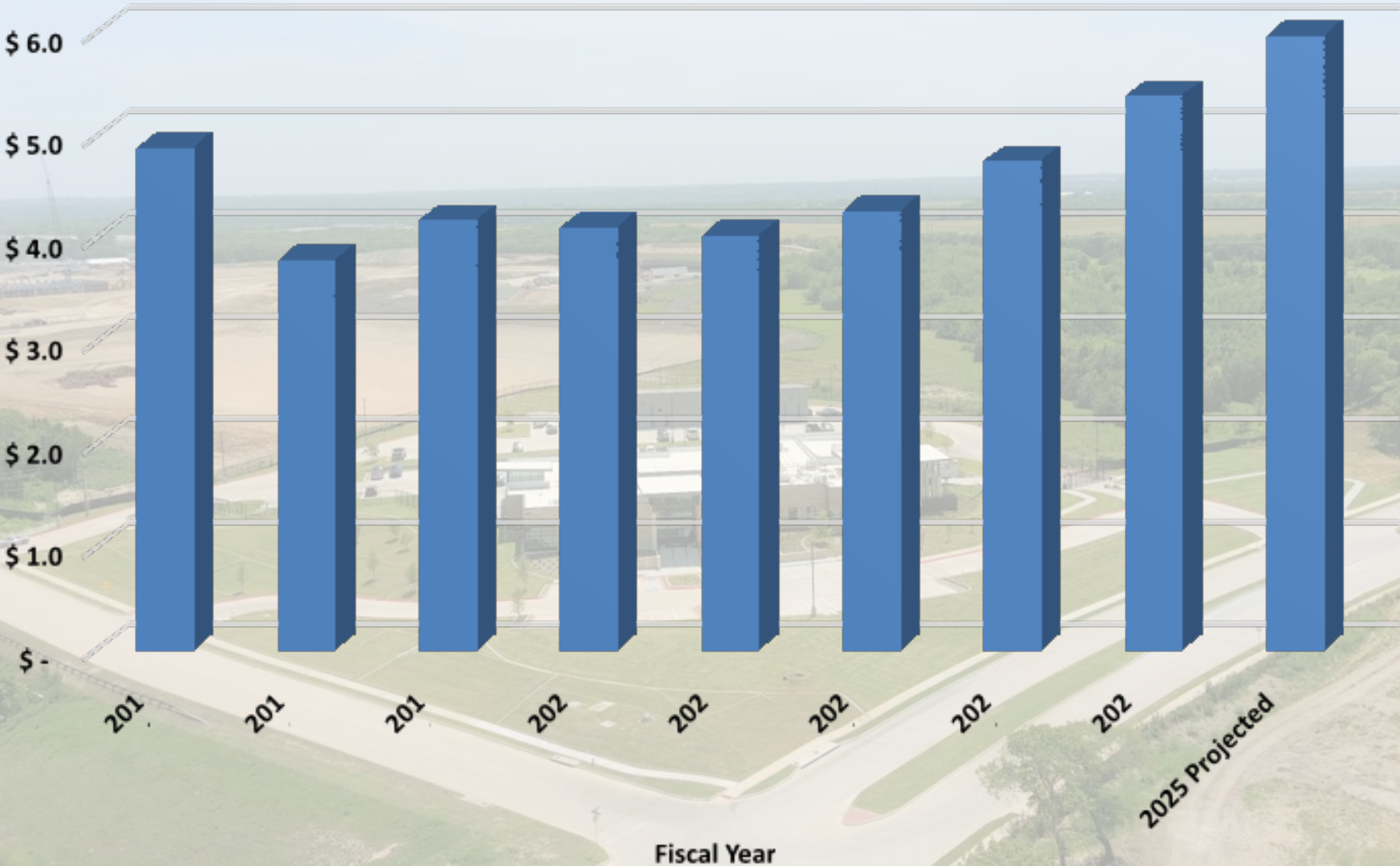
Residential Solid Waste Information

- RSW rates are half of other peer cities
- Every 1% increase in RSW fee is about \$27,000
- TASWA distribution is equal to a 4% increase in RSW fees
- CSW subsidizes RSW by about \$1.2 million per year
- RSW only pays for about half the cost of its operations
- Costs
 - New RSW truck = \$460k
 - Driver = \$60k/year

Solid Waste Revenues



Group Health Claims History

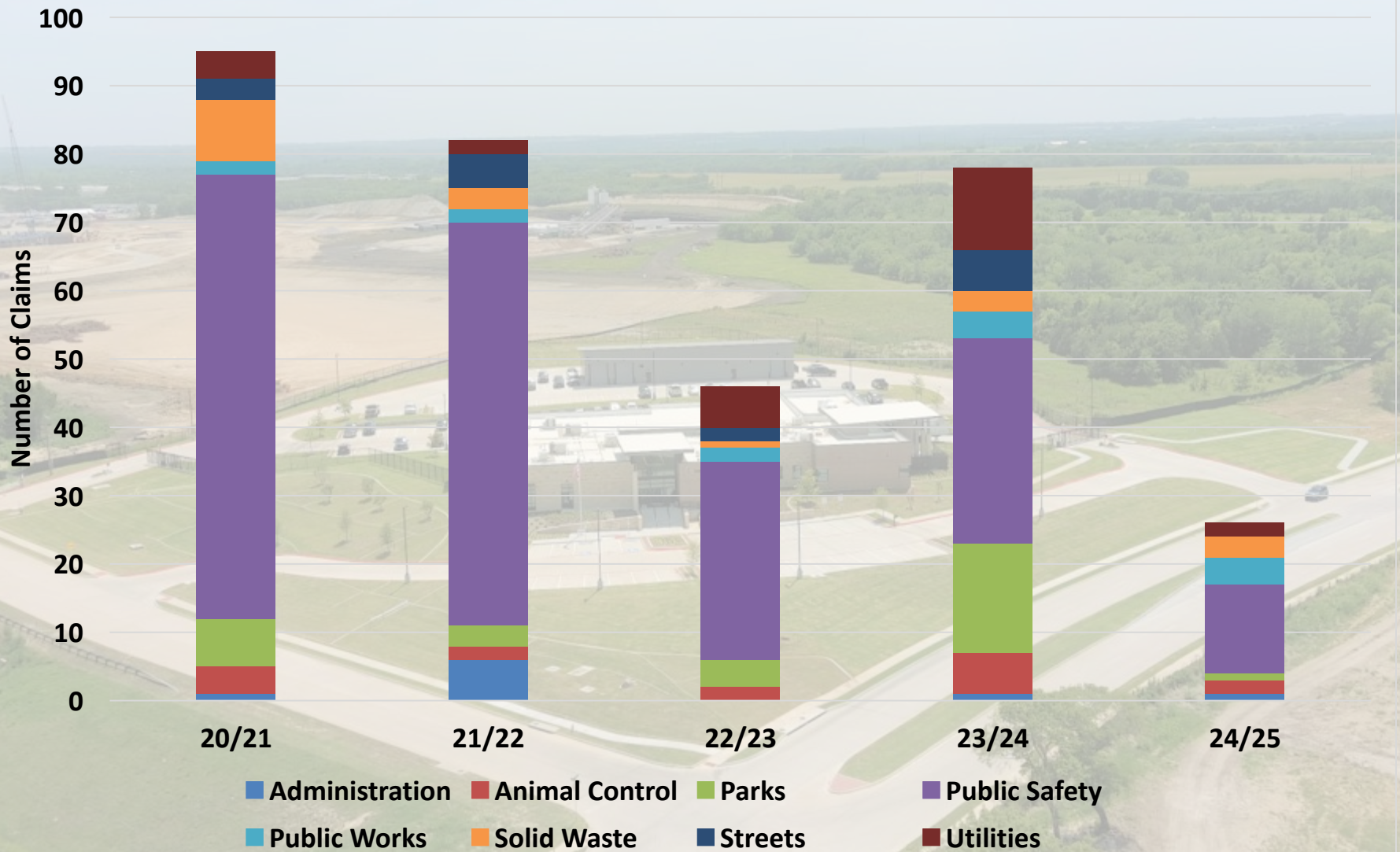


City of Sherman

EMPLOYEE INSURANCE FUND

	Actual 2023-2024	Budget 2024-2025	Projected 2024-2025
Beginning Fund Balance	\$ 1,364,722	\$ 399,672	\$ 1,408,446
Revenues			
Employer Contributions	5,564,775	5,208,730	5,720,000
Employee Contributions	1,157,763	1,105,000	1,230,000
Retiree Contributions	111,776	110,000	90,000
COBRA Contributions	831	1,000	1,000
Miscellaneous Revenue	58,730	-	-
Interest Income	89,297	30,000	-
Transfers In	-	-	-
Total Revenues	6,983,172	6,454,730	7,041,000
Total Funds Available	8,347,894	6,854,402	8,449,446
Expenditures			
Health Insurance Claims	5,697,861	5,040,000	6,000,000
Administration & Premiums	1,185,389	1,378,000	1,162,520
Life Insurance Premiums	56,198	56,000	90,000
Transfers Out	-	-	-
Total Expenditures	6,939,448	6,474,000	7,252,520
Excess Revenues over Expenditures	43,724	(19,270)	(211,520)
Ending Fund Balance	\$ 1,408,446	\$ 380,402	\$ 1,196,926

Success Story – Workers Compensation



An aerial architectural rendering of a school campus. The central feature is a modern, single-story school building with a flat roof and large windows. To the left of the building is a large, paved parking lot filled with several cars. In front of the building is a green lawn with a few small trees. To the right of the building is a large, open grassy area, possibly a sports field or playground. The campus is bordered by a road on the right and a fence on the left. In the background, there is a large, undeveloped area with a crane and some construction equipment, suggesting a nearby construction site. The sky is clear and blue.

CIPs

City of Sherman
GENERAL IMPROVEMENT FUND – City Funds

	Actual 2023-2024	Current Budget	Project-to-Date 3/31/2025
Transportation			
Projects			
(2) Street Material	-	1,944,000	725,864
(1) Austin College Crosswalk Signals	53,583	54,000	53,583
Total	53,583	1,998,000	779,446
Funding Sources			
(1) General Fund transfers		54,000	
(2) Tax Notes		1,944,000	
(3) General CIP Fund 222 transfer		-	
		1,998,000	
Facility Maintenance			
Projects			
(2) Muni Building Interior Stairs	-	24,500	-
(2) Muni Bldg Plumbing	-	145,000	-
(2) Muni Bldg Office Space Remodel	-	80,000	-
(2) Muni Bldg Main Entry Front	-	19,000	18,941
(2) Muni Bldg Hallways	-	27,500	-
(2) Muni Bldg Gutters	-	18,500	-
(2) Muni Bldg Front Entrance Foyer	-	8,500	-
(2) Muni Bldg EMS System	-	45,000	-
(2) Muni Bldg Drop Ceiling	-	3,500	-
(2) Muni Bldg Ballroom (floor, stage)	-	125,000	-
(2) Muni Bldg Auditorium (plaster, balcony,	-	204,500	3,800
(2) Municipal Bldg ADA Approaches	-	75,000	-
(2) Municipal Bldg 3-ton Splits (3)	-	36,000	32,700
(2) Kerr East Exterior Repair	-	10,000	8,000
(2) Animal Shelter Lobby	-	100,000	-
(2) Animal Shelter HVAC	-	20,800	20,800
(2) Columbarium	-	50,000	-
(2) Mausoleum repair	-	200,000	-
(2) Senior Center Renovation	-	300,000	-
Total	-	1,492,800	84,241
Funding Sources			
(1) General Fund transfers			

City of Sherman
GENERAL IMPROVEMENT FUND – City Funds

	Actual 2023-2024	Current Budget	Project-to-Date 3/31/2025
Public Safety			
Projects			
(2) Handgun replacements	66,637	66,699	66,637
(2) Rifle replacements	161,083	161,727	161,083
(1) Watchguard video evidence platform	-	484,894	513,177
Total	227,720	713,320	740,896
Funding Sources			
(1) General Fund transfers		484,894	
		484,894	
Other			
Projects			
Airport Pavement Maintenance-City			
(1) match	-	382,000	24,405
(1) Energov Implementation	128,763	430,000	289,904
(2) Rubrik Backup Device	128,388	150,000	128,388
(2) IT Storage	90,172	90,172	90,172
(1) Southgate Apartments Purchase	895,652	895,852	895,852
Total	1,242,976	1,948,024	1,428,722
Funding Sources			
(1) General Fund transfers	-	1,707,852	
(2) Tax Notes	-	240,172	
		1,948,024	
Total Expenditures			
	\$ 1,524,278	\$ 6,152,144	\$ 3,033,305

City of Sherman
GENERAL IMPROVEMENT FUND – Bond Funds

	Actual 2023-2024	Current Budget	Project-to-Date 3/31/2025
Transportation			
Projects			
Taylor St Extension Eng & ROW/McGee St Ext	\$ 49,541	\$ 2,700,000	\$ 2,693,088
FM 1417 Engineering & ROW - SH 82 to SH 56	62,100	5,450,000	5,448,020
Friendship ROW 56 to Lamberth	40,180	1,400,000	988,098
Bridges-Center/McGee/Travis	2,501	800,000	792,999
TxDOT FM 1417 & W. Travis St. Intersection	19	1,950,000	1,957,463
Flanary Rd and Progress Rd Engineering	3,000	200,000	192,071
Moore Street	706,724	13,000,000	7,563,960
Hilre Drive Extension	33,659	500,000	483,065
FM 1417 design/ROW - SH 56 to W. Travis	75,666	1,638,400	1,638,307
Shepherd Dr	12,279,694	19,300,000	14,718,876
Bel Air Blvd Ph II/Beach Club/London Ln	3,962,774	10,500,000	8,438,331
Major Street Rebuilds-Washington & Sunset	141,092	2,700,000	1,084,757
Sherman St Improvements	36,960	200,000	184,530
Lamberth & Friendship-Shady Oaks thru Hickory Hill	2,146,334	9,100,000	3,353,301
Progress Drive	-	4,180,000	-
Flanary Road	-	5,400,000	-
Center St Bridge at Post Oak Creek	-	1,370,000	100
OB Groner - west of FM 1417 Design	8,250	1,500,000	258,250
Pebblebrooke Phase IV Drainage	90,296	546,000	538,679
FM 1417 signal at Bel Air Blvd Design	-	400,000	-
Heritage Ranch Ramps -Eng	189,530	1,000,000	261,572
Right-of-Way Agent	40,166	50,000	40,166
Heritage Ranch Phase I	838,169	6,500,000	2,688,542
Well St Rebuild	67,933	910,000	111,821
Crossroads Infrastructure (includes TxDOT participa	305,933	11,500,000	507,120
Cherry St Rebuild	49,900	1,500,000	118,959
Three Oaks Infrastructure	-	500,000	-
Travis Heights/Bel Air Blvd	-	3,000,000	-
Pecan Grove Estates Infrastructure	-	2,000,000	-
Total	21,130,421	109,794,400	54,062,076

City of Sherman
GENERAL IMPROVEMENT FUND – Bond Funds (continued)

	Actual 2023-2024	Current Budget	Project-to-Date 3/31/2025
Parks and Recreation			
Projects			
Asphalt Pump Track at Binkley Park	362,200	500,000	498,793
Ballfield and Trail Lighting at PGW	1,595,103	1,600,000	1,616,343
Master Plan Trail Construction	29,271	750,000	244,777
Northcreek Subdivision Park	213,817	500,000	451,902
Trail Lighting and Restroom and PGE	48,549	1,450,000	746,399
Fairview Pickleball & Basketball	1,753	518,168	518,168
Trail Development The Grove	8,000	50,000	8,000
OSP Lighting - Phase I	6,695	1,000,000	6,695
Fairview Park playground	867,145	2,600,000	1,879,606
Hawn Park playground	44,999	800,000	44,999
Turf Athletic Field	-	1,600,000	-
MLK Park/Mt Carmel Property Purchase	62,479	-	63,201
Pebblebrook Phase IV Park	994	2,500	2,456
Outdoor Chapel	58,997	-	58,997
Total	3,300,003	11,370,668	6,140,337
Facilities			
Projects			
City Hall Renovation	450,092	6,400,000	3,069,072
West Hill Cemetery Creek Erosion	-	3,500,000	-
Public Works Facility - Design	35,644	1,000,000	46,284
Total	485,736	10,900,000	3,115,356
Public Safety			
Projects			
Combine Fire Sta. 1 & 2	4,750,529	8,050,000	7,245,788
Fire Station #4 Training Tower	-	1,000,000	277,722
Station #4 Concrete Rebuild	46,640	-	46,640
Public Safety Trunking System	3,395,141	3,500,000	3,399,741
Fire Station #5 Land	-	500,000	-
Fire Station #3 Remodel	-	3,000,000	-
Total	8,192,310	16,050,000	10,969,891

City of Sherman
GENERAL IMPROVEMENT FUND – Bond Funds (continued)

	Actual 2023-2024	Current Budget	Project-to-Date 3/31/2025
Drainage			
Projects			
Hills of Sherman Detention	-	500,000	-
Total	-	500,000	-
Total Expenditures	\$ 33,108,470	\$ 148,615,068	\$ 74,287,661

Stormwater Fee per ERU	\$2.00
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Stormwater Fee Revenue per Year	\$900,000
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Used for:

3-man Stormwater Crew

Debt Service

Stormwater Inspector

Projects: Setting Suns, McGee St., Kessler,
Post Oak Creek erosion, Blanton, Lamberth

An aerial photograph of a school campus. In the center is a large, modern school building with a flat roof and large windows. To the left of the building is a paved parking lot with several cars. To the right of the building is a large, open grassy area. In the background, there is a large, flat, brownish area that appears to be a construction site or a dry lake bed. The surrounding landscape is mostly green with trees and grass. The sky is blue with some light clouds.

Tax-Supported Debt

Outstanding CO/GO Debt - Current

	Interest	Principal	Total
2016 CO	839,238	4,785,000	5,624,238
2017 A Stormwater	672,144	2,840,000	3,512,144
2017 CO General Imp	1,724,701	6,699,393	8,424,093
2017 CO TIRZ #5	767,846	2,982,606	3,750,452
2017 CO TIRZ #6	600,495	2,332,551	2,933,046
2017 CO TIRZ #7	472,521	1,835,450	2,307,971
2017 Refunding Auditorium	58,833	581,090	639,923
2017 Refunding General Imp	421,626	3,611,550	4,033,176
2017 Refunding TIF #1	15,641	132,360	148,001
2018 CO General Improvements	6,317,888	16,380,000	22,697,888
2019 CO General Imp	6,528,913	16,725,000	\$ 23,253,913
2021 CO General Imp	9,372,788	27,405,000	36,777,788
2021 Tax Notes	41,600	690,000	731,600
2022 Tax Notes	110,000	1,080,000	1,190,000
2023 General Imp	66,074,500	72,185,000	138,259,500
2023 Tax Notes	271,750	2,120,000	2,391,750
2024 CO	14,601,755	19,735,000	34,336,755
2024 Tax Notes	481,500	3,110,000	3,591,500
2025 Tax Notes	1,080,179	6,810,000	7,890,179
	\$ 110,453,916	\$ 192,040,000	\$ 302,493,916

Outstanding CO/GO Debt - Current

	Final Maturity	Avg Annual Debt Service	Total
2016 CO	8/15/2036	510,913	5,624,238
2017 A Stormwater	8/15/2037	292,478	3,512,144
2017 CO General Imp	8/15/2037	701,527	8,424,093
2017 CO TIRZ #5	8/15/2037	312,324	3,750,452
2017 CO TIRZ #6	8/15/2037	244,253	2,933,046
2017 CO TIRZ #7	8/15/2037	192,199	2,307,971
2017 Refunding Auditorium	8/15/2029	159,871	639,923
2017 Refunding General Imp	8/15/2029	1,007,604	4,033,176
2017 Refunding TIF #1	8/15/2026	148,001	148,001
2018 CO General Improvements	8/15/2043	1,260,226	22,697,888
2019 CO General Imp	8/15/2044	1,223,008	\$ 23,253,913
2021 CO General Imp	8/15/2051	1,413,637	36,777,788
2021 Tax Notes	8/15/2026	731,600	731,600
2022 Tax Notes	8/15/2027	595,000	1,190,000
2023 General Imp	8/15/2043	7,676,410	138,259,500
2023 Tax Notes	8/15/2028	796,523	2,391,750
2024 CO	8/15/2054	1,183,244	34,336,755
2024 Tax Notes	8/15/2029	897,260	3,591,500
2025 Tax Notes	8/15/2030	1,577,172	7,890,179
			\$ 302,493,916

CO Bond Summary

In millions

	2016 C.O.	2017 C.O.	2018 C.O.	2019 C.O.	2021 C.O.	2023 C.O.	2024 CO	Total issued through 2024
<i>Streets</i>								
TXDOT Projects								
TxDOT 1417 & W. Travis Intersection	\$ -	\$ -	\$ -	\$ 1.83	\$ -	\$ -	\$ -	\$ 1.83
TxDOT-Hwy 75 Gap Project * TXDOT Ramp Reversal at 75/1417	-	-	-	8.20	-	-	-	8.20
TxDOT-FM 1417 - US 82 to SH 56 Eng + ROW	1.70	-	2.40	1.35	-	-	-	5.45
TxDOT - FM 1417 56 to W. Travis ROW/Eng	-	-	0.90	0.60	0.10	-	-	1.60
TxDOT-US Hwy 75 & Taylor-move manhole and sewer for US 75 project	-	-	-	0.12	-	-	-	0.12
Thoroughfares								
Friendship Road - Eng, ROW & Construction	1.20	-	-	-	0.20	-	-	1.40
Lamberth Rd -Eng, ROW & Construction	0.80	-	-	-	-	-	-	0.80
Taylor/Washington Eng + ROW	0.20	1.20	-	0.80	0.50	-	-	2.70
Swan Ridge	0.10	-	-	-	-	-	-	0.10
Canyon Creek	2.60	-	-	-	-	-	-	2.60
Travis St West	0.60	4.50	3.40	1.10	-	-	-	9.60
Legacy Blvd	-	-	-	1.85	-	-	-	1.85
Lamberth & Friendship from Shady Oaks through Hickory Hill - Eng, ROW & Construction	-	-	-	0.65	2.10	6.35	-	9.10
Hilre Drive Extension	-	-	-	0.50	-	-	-	0.50
OB Groner west of FM 1417 Design and Developer Agreement	-	-	-	-	-	1.50	-	1.50
Park Ave Realignment (net)	-	-	1.90	0.10	-	-	-	2.00
Steeplechase Drive Ext	-	-	-	0.50	-	-	-	0.50

CO Bond Summary (continued)

	In millions							Total issued through 2024
	2016 C.O.	2017 C.O.	2018 C.O.	2019 C.O.	2021 C.O.	2023 C.O.	2024 CO	
Bel Air								
Beach Club Blvd/London Ln	-	-	-	-	-	7.50	-	7.50
Bel Air Blvd Construction Ph II (excludes utilities)	-	-	-	-	1.90	1.10	-	3.00
Bel Air Land sale in TIRZ #7 (net with Bel Air Blvd)	-	-	-	-	-	(1.50)	-	(1.50)
Signal at FM 1417 & Bel Air Blvd (TxDOT)	-	-	-	-	-	0.40	-	0.40
SEDCO/Industrial Park								
* Northgate Drive	-	-	0.90	-	-	-	-	0.90
* Flanary Rd Alignment Study	-	-	-	-	-	0.30	-	0.30
* Flanary Engineering	-	-	-	0.20	-	-	-	0.20
* Flanary construction	-	-	-	-	-	5.40	-	5.40
* Progress Construction & extension	-	-	-	-	-	3.18	1.00	4.18
Moore St.								
Moore St - W Travis to Park	-	-	-	2.10	-	-	-	2.10
Moore St - W Travis to FM 1417	-	-	-	-	2.80	-	-	2.80
Moore St - Park to Center St	-	-	-	-	2.20	5.90	-	8.10
Moore St-Impact Fees	-	-	-	-	-	(1.20)	-	(1.20)
New Developments								
Munson Planned Development	-	-	-	0.10	-	-	-	0.10
Major Street Rebuilds								
Well St	-	-	-	-	-	-	0.90	0.90
Washington & Sunset	-	-	-	-	1.50	1.20	-	2.70
Cherry St	-	-	-	-	-	-	1.50	1.50
Sherman St Improvements	-	-	-	-	-	0.20	-	0.20

CO Bond Summary (continued)

	In millions							Total issued
	2016 C.O.	2017 C.O.	2018 C.O.	2019 C.O.	2021 C.O.	2023 C.O.	2024 CO	through 2024
Shepherd Rd								
Shepherd Rd Design	-	-	-	-	1.10	-	-	1.10
Shepherd Rd Design/Construction	-	-	-	-	-	17.10	-	17.10
Impact Fees - Shepherd Rd	-	-	-	-	-	(2.30)	-	(2.30)
Signal at Delivery entrance	-	-	-	-	-	0.30	-	0.30
Heritage Ranch								
Heritage Ranch ramps - Eng	-	-	-	-	-	-	1.00	1.00
Heritage Ranch Public								
Improvements (streets,	-	-	-	-	-	-	1.10	1.10
stormwater) engineering								
Heritage Ranch Ph I (Lone star								
Pkwy, roundabout and HRT in	-	-	-	-	-	-	6.50	6.50
front of school), Eng &								
Construction	-	-	-	-	-	-	6.50	6.50
Right-of-Way Agent	-	-	-	-	-	0.05	-	0.05
Total Streets	7.20	8.20	9.50	9.97	12.40	45.48	12.00	104.75
Facilities								
Public Safety								
Fire Station #4	-	3.10	0.30	0.60	-	-	-	4.00
Police Headquarters	-	-	-	-	17.60	-	-	17.60
Combine Sta #1 & #2	-	-	-	-	-	7.25	0.80	8.05
Fire Dept Training Tower	-	-	-	-	-	-	1.00	1.00
Public Safety Trunking System	-	-	-	-	-	3.50	-	3.50
Fire Station #5 Land	-	-	-	-	-	-	0.50	0.50
Other than Public Safety								
Library	-	-	2.00	0.50	-	-	-	2.50
City Hall	-	-	-	-	-	6.40	-	6.40
Public Works Facility	-	-	-	-	-	-	1.00	1.00
Creek Erosion at Westhill								
Cemetery	-	-	-	-	-	-	3.50	3.50
Total Facilities	-	3.10	2.30	1.10	17.60	17.15	6.80	48.05

CO Bond Summary (continued)

	2016 C.O.	2017 C.O.	2018 C.O.	2019 C.O.	2021 C.O.	2023 C.O.	2024 CO	Total issued through 2024
TIRZ								
TIRZ #5 Sherman Crossroads	-	3.90	-	-	-	-	-	3.90
TIRZ #6 Sherman Landing	-	3.10	-	-	-	-	-	3.10
TIRZ #7 Legacy Village	-	-	2.40	-	-	-	-	2.40
Total TIRZ	-	7.00	2.40	-	-	-	-	9.40
Bridges								
Travis/Center/McGee	-	0.50	-	0.30	-	-	-	0.80
Center St Bridge at Post Oak Creek	-	-	-	0.70	-	0.67	-	1.37
McGee St Bridge Design	-	-	-	-	-	0.23	-	0.23
Total Bridges	-	0.50	-	1.00	-	0.90	-	2.40
Parks								
Pecan Grove West Ballfields	-	-	5.00	-	-	-	-	5.00
Electrical at Pecan Grove West	-	-	-	-	-	0.20	-	0.20
Ballfield & Trail lighting at PGW	-	-	-	-	-	1.50	-	1.50
Northcreek Subdivision Park	-	-	-	-	-	0.50	-	0.50
Fairview - restroom & concession	-	-	-	-	-	0.50	-	0.50
Asphalt Pump Track at Binkley	-	-	-	-	-	-	-	-
Park	-	-	-	-	-	0.40	-	0.40
Shark Tooth Park	-	-	-	-	-	0.20	-	0.20
Master Plan Trail Construction	-	-	-	-	-	0.80	-	0.80
PGE Inclusive playground and	-	-	-	-	-	-	-	-
parking, lighting, trail	-	-	-	-	-	1.50	-	1.50
Fairview Tennis Court	-	-	-	-	-	-	-	-
resurface/fence/lighting	-	-	-	-	-	0.10	-	0.10
Baker Park Fishing Pier	-	-	-	-	-	0.70	-	0.70
OSP Lighting-Phase I	-	-	-	-	-	1.00	-	1.00
PGW Splash Pad	-	-	-	-	-	0.80	-	0.80
Fairview Park playground &	-	-	-	-	-	-	-	-
Pavilion	-	-	-	-	-	2.60	-	2.60

CO Bond Summary (continued)

	In millions							Total issued through 2024
	2016 C.O.	2017 C.O.	2018 C.O.	2019 C.O.	2021 C.O.	2023 C.O.	2024 CO	
Hawn Park playground	-	-	-	-	-	0.80	-	0.80
Hawn Park Pavilion	-	-	-	-	-	0.20	-	0.20
Hawn Park Splash Pad	-	-	-	-	-	0.80	-	0.80
Turf Athletic Field	-	-	-	-	-	1.02	-	1.02
Herman Baker Park Disc Golf	-	-	-	-	-	0.10	-	0.10
Total Parks	-	-	5.00	-	-	13.72	-	18.72
<i>Drainage</i>								
Hills of Sherman upsized detention	-	-	-	-	-	0.50	-	0.50
Lamberth Rd Drainage	-	-	-	-	-	-	1.20	1.20
Total Drainage	-	-	-	-	-	0.50	1.20	1.70
Totals	\$ 7.20	\$ 18.80	\$ 19.20	\$ 22.10	\$ 30.00	\$ 77.75	\$ 20.00	\$ 195.05

GENERAL FUND	Actual FY 2024		Projection FY 2025		Projection FY 2026		Projection FY 2027		Projection FY 2028		Projection FY 2029		Projection FY 2030	
Beginning Fund Balance	\$	18,664,620	\$	19,556,120	\$	13,888,085	\$	14,931,497	\$	15,255,914	\$	16,490,757	\$	17,319,531
Sales Tax		27,701,971		26,300,000		27,924,614		29,600,091		31,376,096		33,258,662		35,254,181
Street Sales Tax		2,308,398		2,200,000		2,326,950		2,466,567		2,614,561		2,771,435		2,937,721
Property Tax Rev		14,513,309		24,380,000		23,302,000		25,019,000		26,892,000		28,976,000		32,065,000
Franchise & Other Taxes		3,295,794		3,287,000		3,287,000		3,287,000		3,287,000		3,287,000		3,287,000
Ambulance		2,180,275		1,881,500		1,881,500		1,881,500		1,881,500		1,881,500		1,881,500
Transfers		5,005,471		6,215,063		6,425,000		6,854,000		7,313,000		7,805,000		8,040,000
Interest		824,458		650,000		650,000		650,000		650,000		650,000		650,000
SEDCO		826,202		838,469		838,469		838,469		838,469		838,469		838,469
Grant Rev		94,550		-		-		-		-		-		-
Other Revenue		8,587,976		6,498,618		6,758,563		7,028,905		7,310,061		7,602,464		7,906,562
Total Revenues		65,338,403		72,250,650		73,394,096		77,625,532		82,162,688		87,070,530		92,860,434
Personnel		41,740,954		44,901,880		47,371,483		49,976,915		52,725,645		55,625,556		58,684,961
Other Expenditures		17,524,947		20,304,987		21,117,000		21,962,000		22,840,000		23,754,000		24,704,000
Street Repairs		1,363,964		862,200		862,200		862,200		862,200		862,200		862,200
Capital Expenses		2,058,053		2,402,511		1,909,218		2,000,000		2,000,000		2,000,000		2,000,000
Debt Service (Leases)		758,985		347,108		90,782		-		-		-		-
Transfers		1,000,000		9,100,000		1,000,000		2,500,000		2,500,000		4,000,000		6,000,000
Total Expenditures		64,446,903		77,918,685		72,350,683		77,301,115		80,927,845		86,241,756		92,251,161
Excess (Deficit)		891,500		(5,668,035)		1,043,412		324,417		1,234,843		828,774		609,273
Ending Fund Balance	\$	19,556,120	\$	13,888,085	\$	14,931,497	\$	15,255,914	\$	16,490,757	\$	17,319,531	\$	17,928,803
Days in Fund Balance		111		65		75		72		74		73		71
Calculated Property Tax Rate		0.52926		0.52350		0.67141		0.66998		0.54550		0.64378		0.50338
Estimated Adopted Rate		0.50800		0.50800		0.50800		0.50800		0.50800		0.50800		0.50800
Debt Rate		0.24423		0.20053		0.21967		0.23333		0.23590		0.2338		0.2306
Operating (M&O) Rate		0.26377		0.30747		0.28833		0.27467		0.27210		0.2742		0.2774
* New Debt in Millions		\$		25	\$	25	\$	25	\$	25	\$	25	\$	25

Planned Projects 2025/2026

- Streets

- Planned Developments
 - Heritage Ranch Trail and Lone Star Parkway
 - Crossroads – Aston Drive; pond mitigation
 - Three Oaks
 - Travis Heights to Bel Air
- TxDOT – FM 1417 Hwy 56 to W. Travis
- SEDCO – Progress Drive, Flanary (Interurban), North-South Road
- Downtown – Sidewalks, lighting, electrical

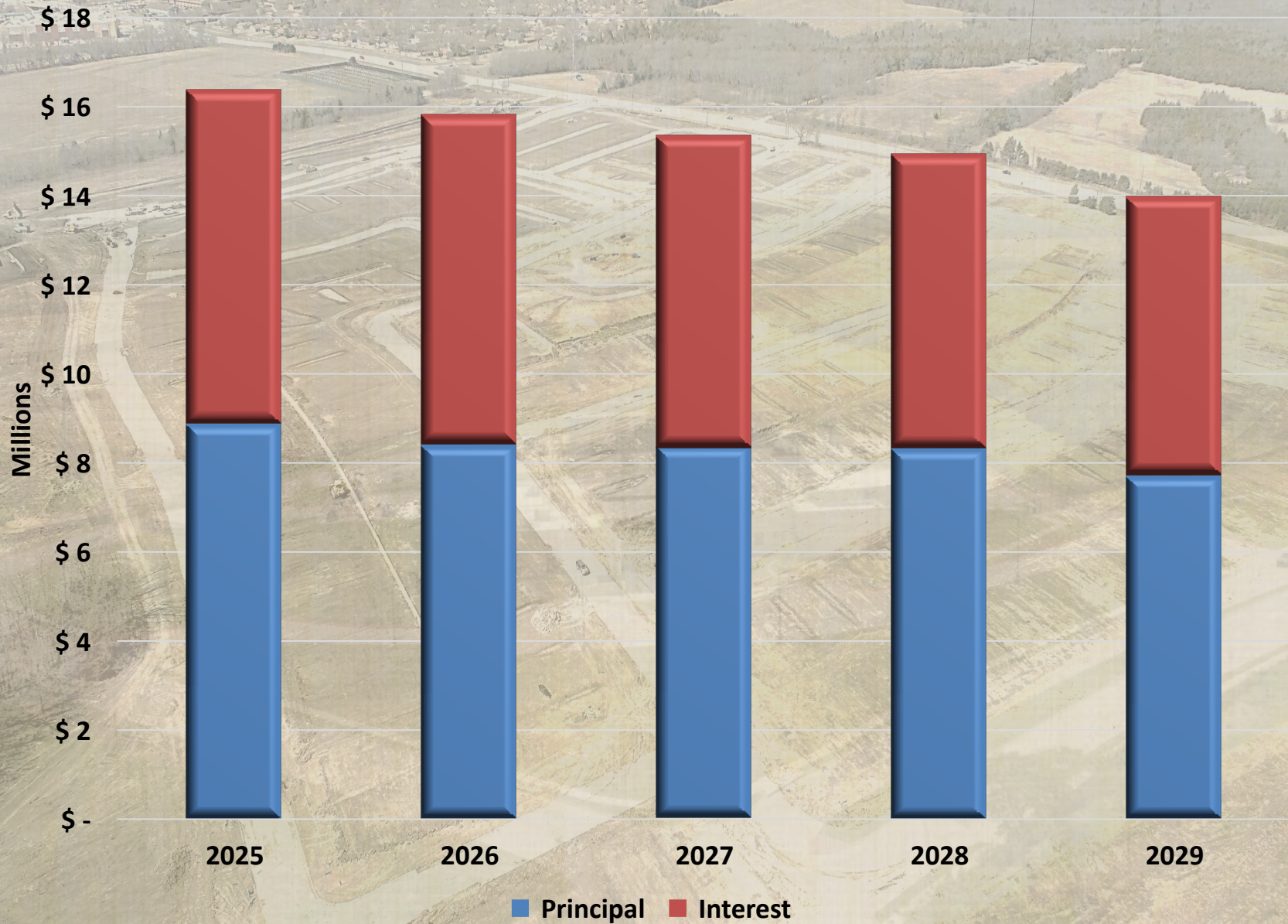
- Facilities

- Service Center
- Fire Station #3 remodel

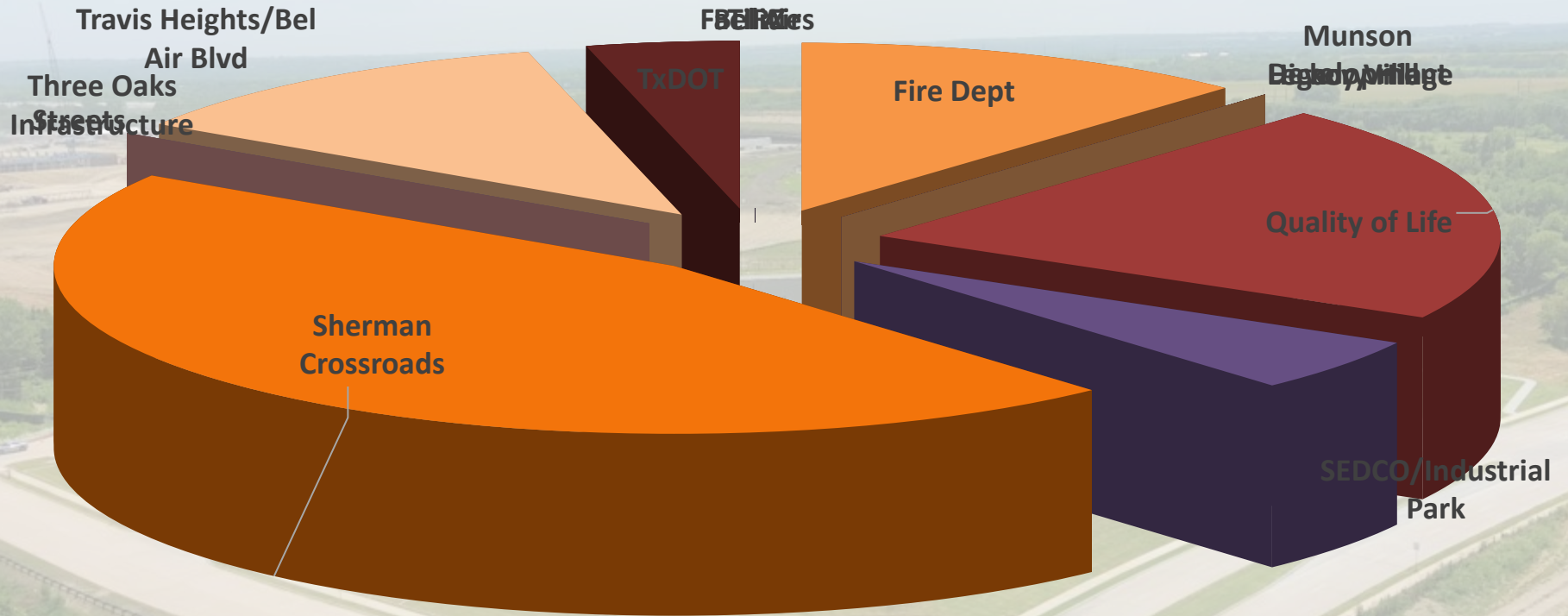
- Parks

- Hawn Park Futsal
- Fairview Park parking and plaza
- Pecan Grove West lighting, playground, parking
- Old Settlers Park Ballfield and Pickleball

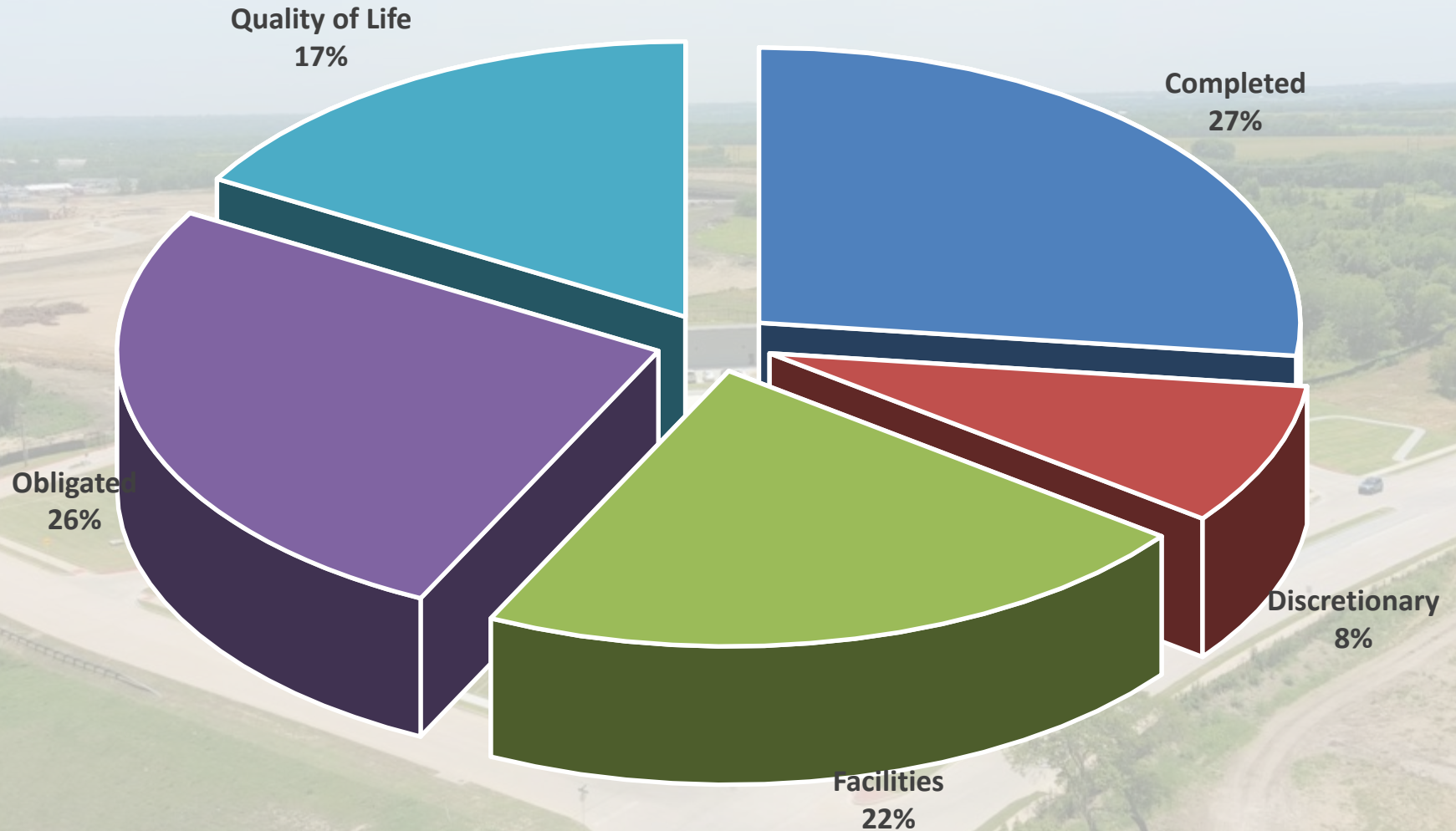
Tax-Backed Debt Service as of March 31, 2025



Bond Proceeds 2025 Uses



Bond Proceeds 2016 - 2025 Uses



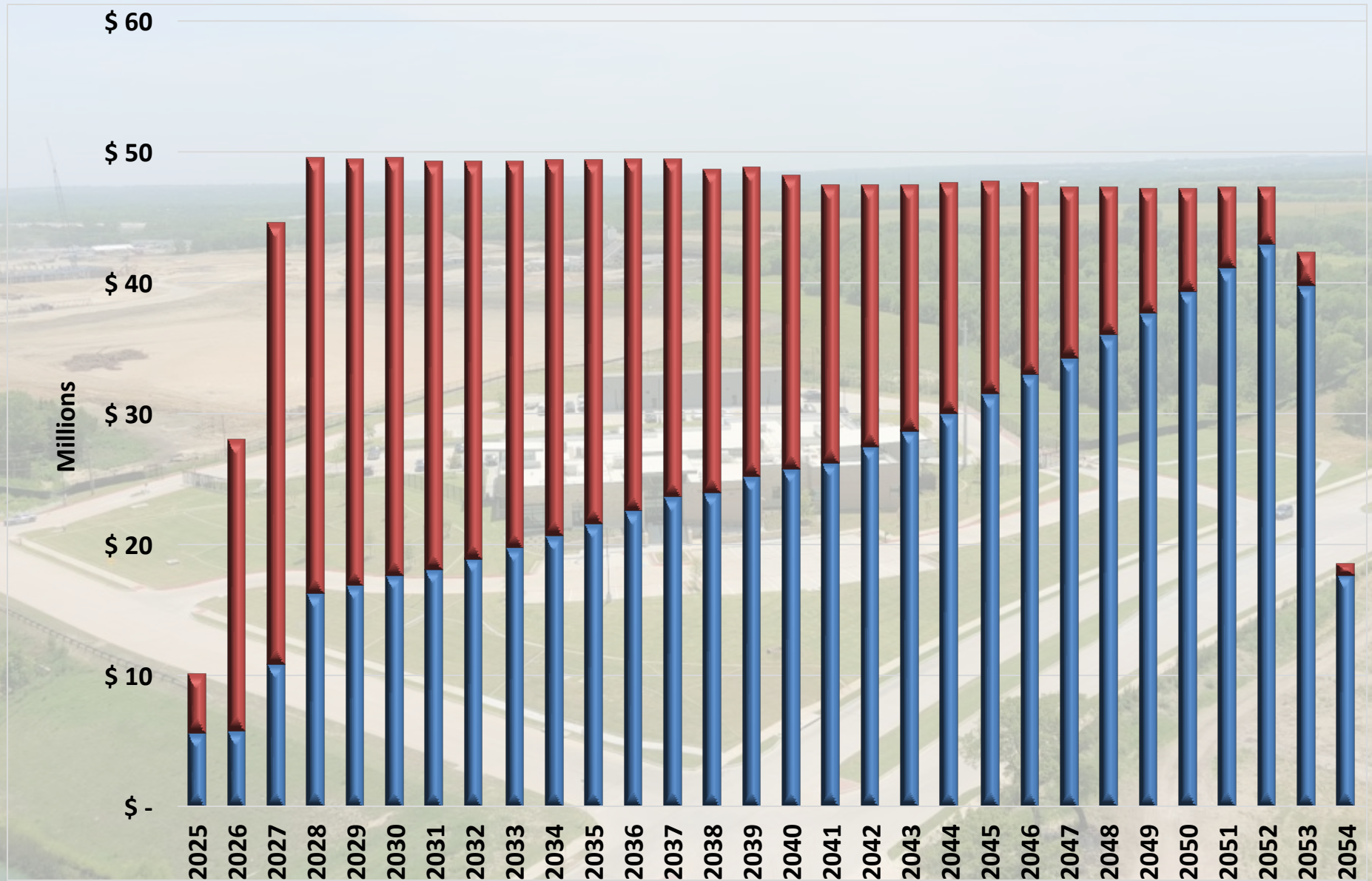
An aerial photograph of a utility facility. In the center is a large, modern building with a flat roof and several wings. To the left of the building is a large, open area that appears to be a construction site or a large parking lot, with some dirt and sparse vegetation. To the right of the building is a paved road that curves around the facility. The background shows a dense line of trees and a clear sky. The text "Utility Supported Debt" is overlaid in the center of the image.

Utility Supported Debt

GTUA Contractual Debt Outstanding - Current

	Water Principal	Sewer Principal	Total Principal	Water Interest	Sewer Interest	Total Interest	Capitalized Interest	Interest with Cap I	Total Principal and Interest
2025	3,113,052.58	2,462,907.42	5,575,960.00	3,260,011.96	1,121,974.31	33,931,067.53	(29,549,081.26)	4,381,986.27	9,957,946.27
2026	3,175,154.27	2,532,285.73	5,707,440.00	9,680,562.35	12,492,296.55	33,782,237.03	(11,609,378.13)	22,172,858.90	27,880,298.90
2027	4,404,960.31	6,408,959.69	10,813,920.00	11,734,580.97	21,894,164.76	33,628,745.73	-	33,628,745.73	44,442,665.73
2028	5,801,870.68	10,378,529.32	16,180,400.00	11,596,764.02	21,627,704.26	33,224,468.28	-	33,224,468.28	49,404,868.28
2029	6,013,439.73	10,863,440.27	16,876,880.00	11,390,285.52	21,162,357.26	32,552,642.78	-	32,552,642.78	49,429,522.78
2030	6,523,200.10	11,052,759.90	17,575,960.00	11,163,445.63	20,670,325.65	31,833,771.28	-	31,833,771.28	49,409,731.28
2031	7,013,966.14	11,071,033.86	18,085,000.00	10,910,604.52	20,168,262.76	31,078,867.28	-	31,078,867.28	49,163,867.28
2032	7,342,207.66	11,537,792.34	18,880,000.00	10,631,697.27	19,670,528.51	30,302,225.78	-	30,302,225.78	49,182,225.78
2033	7,777,756.20	11,927,243.80	19,705,000.00	10,341,606.27	19,154,142.51	29,495,748.78	-	29,495,748.78	49,200,748.78
2034	8,163,150.00	12,416,850.00	20,580,000.00	10,030,200.77	18,616,088.51	28,646,289.28	-	28,646,289.28	49,226,289.28
2035	8,744,650.00	12,755,350.00	21,500,000.00	9,697,848.90	18,051,157.64	27,749,006.54	-	27,749,006.54	49,249,006.54
2036	8,561,050.00	13,938,950.00	22,500,000.00	9,336,906.14	17,464,612.14	26,801,518.28	-	26,801,518.28	49,301,518.28
2037	8,975,400.00	14,609,600.00	23,585,000.00	8,937,519.32	16,811,299.20	25,748,818.52	-	25,748,818.52	49,333,818.52
2038	8,759,400.00	15,195,600.00	23,955,000.00	8,516,988.06	16,123,815.20	24,640,803.26	-	24,640,803.26	48,595,803.26
2039	9,172,700.00	15,937,300.00	25,110,000.00	8,114,777.56	15,407,063.70	23,521,841.26	-	23,521,841.26	48,631,841.26
2040	9,319,250.00	16,410,750.00	25,730,000.00	7,693,169.06	14,653,640.20	22,346,809.26	-	22,346,809.26	48,076,809.26
2041	9,737,700.00	16,497,300.00	26,235,000.00	7,272,308.06	13,879,198.20	21,151,506.26	-	21,151,506.26	47,386,506.26
2042	10,159,000.00	17,281,000.00	27,440,000.00	6,856,699.06	13,080,907.20	19,937,606.26	-	19,937,606.26	47,377,606.26
2043	10,591,850.00	18,063,150.00	28,655,000.00	6,431,702.06	12,316,504.20	18,748,206.26	-	18,748,206.26	47,403,206.26
2044	11,061,200.00	18,903,800.00	29,965,000.00	5,987,929.31	11,516,689.45	17,504,618.76	-	17,504,618.76	47,469,618.76
2045	11,581,550.00	19,843,450.00	31,425,000.00	5,493,048.44	10,638,695.32	16,131,743.76	-	16,131,743.76	47,556,743.76
2046	12,132,750.00	20,867,250.00	33,000,000.00	4,950,713.44	9,636,792.82	14,587,506.26	-	14,587,506.26	47,587,506.26
2047	12,422,450.00	21,737,550.00	34,160,000.00	4,382,094.69	8,582,911.57	12,965,006.26	-	12,965,006.26	47,125,006.26
2048	13,025,700.00	22,869,300.00	35,895,000.00	3,791,840.80	7,478,515.62	11,270,356.42	-	11,270,356.42	47,165,356.42
2049	13,632,750.00	24,007,250.00	37,640,000.00	3,172,647.56	6,316,521.20	9,489,168.76	-	9,489,168.76	47,129,168.76
2050	14,234,650.00	25,105,350.00	39,340,000.00	2,575,510.75	5,203,739.25	7,779,250.00	-	7,779,250.00	47,119,250.00
2051	14,848,450.00	26,221,550.00	41,070,000.00	1,974,654.32	4,116,283.20	6,090,937.52	-	6,090,937.52	47,160,937.52
2052	15,487,600.00	27,377,400.00	42,865,000.00	1,347,856.06	2,980,462.70	4,328,318.76	-	4,328,318.76	47,193,318.76
2053	11,873,850.00	27,896,150.00	39,770,000.00	694,041.00	1,794,559.00	2,488,600.00	-	2,488,600.00	42,258,600.00
2054	4,207,050.00	13,492,950.00	17,700,000.00	183,260.25	583,858.51	767,118.76	-	767,118.76	18,467,118.76
Grand Total	277,857,757.66	479,662,802.34	757,520,560.00	208,151,274.12	383,215,071.40	632,524,804.91	(41,158,459.39)	591,366,345.52	1,348,886,905.52

GTUA Contractual Debt Outstanding - Current



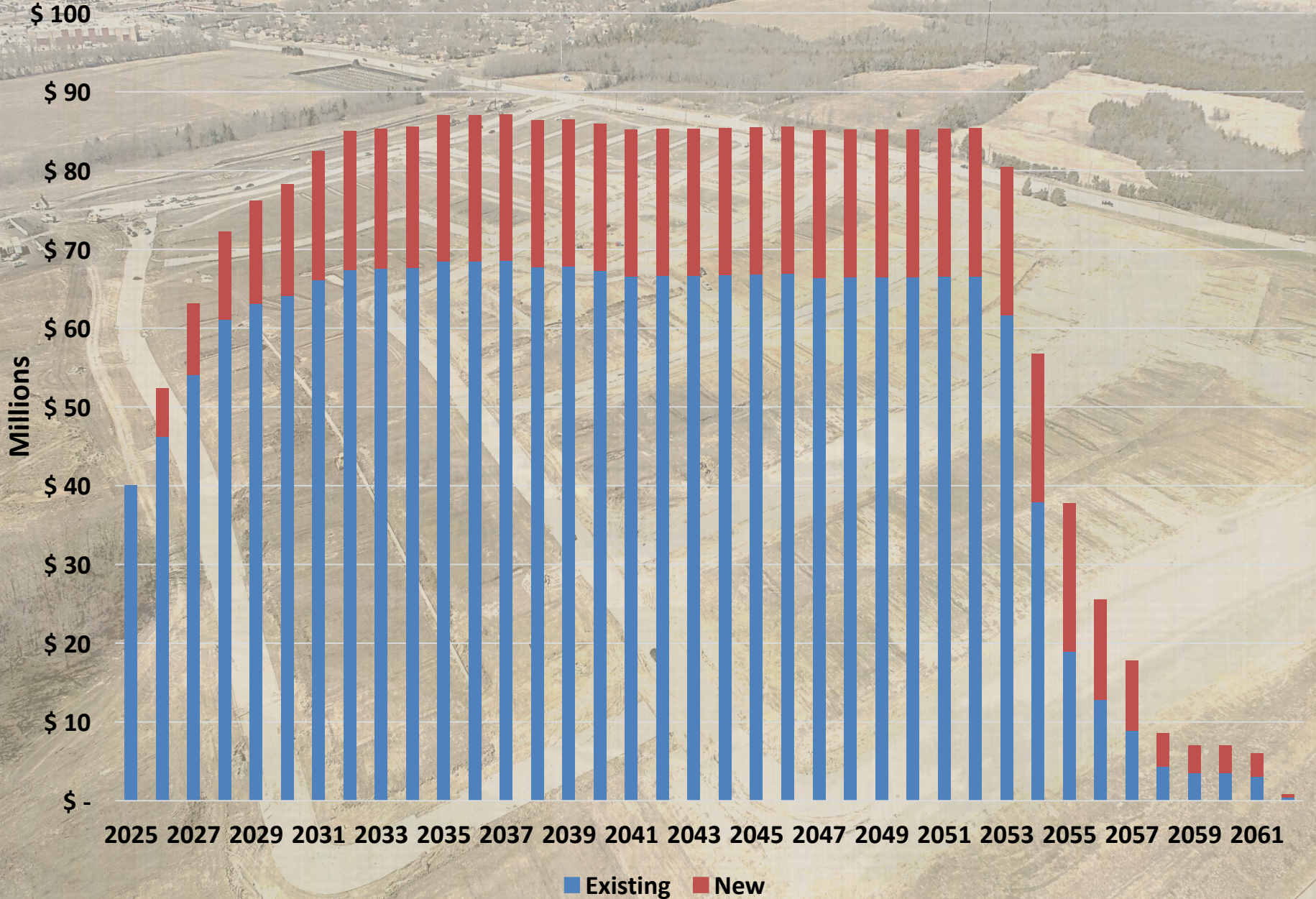
Detailed Project List – Sewer

		2025 OM	2026 OM	2027 OM	2028 OM	2030 OM	Grand Total
Sewer Collection	42" SS replacement of 24" SS line West of IT Design				570,000		570,000
	42" SS replacement of 24" SS line West of TI- Construction				4,700,000		4,700,000
	Blalock Park Interceptor		5,555,555				5,555,555
	Choctaw Creek Interceptor E of 75 to point where line turns north					5,500,000	5,500,000
	Downtown Sewer Improvements	2,300,000					2,300,000
	Hwy 82 and N. Loy Lake Sewer	2,600,000					2,600,000
	Industrial Sewer Line by GW	6,900,000					6,900,000
	Post Oak Interceptor - Phase I	9,800,000					9,800,000
	Texoma Pkwy N. Broughton to E Sycamore	843,500	3,000,000				3,843,500
	Sewer Collection Total	22,443,500	8,555,555		5,270,000	5,500,000	41,769,055
Sewer Treatment	Blower Bldg & Main Digester Complex		7,300,000				7,300,000
	WWTP Electrical MV Loop North Plant	5,200,000					5,200,000
	WWTP South MBR Phase II		10,000,000				10,000,000
	WWTP Upgrade and Expansion North Plant (Filter and re-lift)		3,400,000				3,400,000
	Sewer Treatment Total	5,200,000	20,700,000				25,900,000

Detailed Project List – Water

		2025 OM	2026 OM	2027 OM	2028 OM	2030 OM	Grand Total
Water Distribution	Shepherd 2 MG Elevated Storage Tank	1,200,000					1,200,000
Water Distribution Total		1,200,000					1,200,000
Water Production	CGMA Water line	130,000	5,000,000	28,000,000			33,130,000
	Lake Texoma Backup Generator	2,820,000	2,600,000	1,740,000			7,160,000
	LTPS Expansion - shortage	9,000,000					9,000,000
	LTPS Lake Texoma Electrical Imp (Construction)	5,600,000					5,600,000
	NTMWD Second water line from LTPS to WTP (84")	10,000,000	10,000,000	21,000,000			41,000,000
	Red River Boundary Comm Settlement	2,150,000					2,150,000
	Water Storage Lake Texoma		10,106,467				10,106,467
Water Production Total		29,700,000	27,706,467	50,740,000			108,146,467
Grand Total		58,543,500	56,962,022	50,740,000	5,270,000	5,500,000	177,015,522

GTUA Existing and New Projected Debt Service



The Plan

- Capitalized Interest
- Accumulating reserves in General and Utility Funds
- Timing of projects and debt issuances
- Possible utility rate changes from prior plan approved by Council if consumption falls below projections
- Use of other revenues
 - Impact fees - \$6.5 million accumulated to date
 - SEDCO – Commitment of \$4 million plus \$7 million in project funds for Progress & Interurban
 - Xfers between funds (Risk Contingency Fund)
- Use of interest earnings on bond funds and unused bond proceeds to pay debt service

Utility Fund Projections and Plan

UTILITY FUND Willdan Projections	Actual FY 2024	Projected FY 2025	Projected FY 2026	Projected FY 2027	Projected FY 2028	Projected FY 2029	Projected FY 2030
Beginning Fund Balance	\$ 7,239,307	\$ 8,757,341	\$ 15,759,896	\$ 15,931,747	\$ 15,857,245	\$ 17,288,902	\$ 17,225,879
Water Sales	17,458,029	23,162,199	27,882,603	31,541,337	34,917,667	36,748,556	38,591,153
TI - Water	1,526,386	4,607,801	4,607,801	4,276,550	7,557,644	8,317,920	15,568,195
Sewer Sales	9,473,724	12,923,369	17,964,664	19,579,140	20,547,313	21,606,443	22,866,932
TI - Sewer	1,349,689	5,316,631	3,826,550	3,608,938	6,414,026	6,712,963	13,476,721
SEDCO/GTUA	410,335	417,870	416,085	415,753	223,267	226,247	224,958
General Fund Transfers	-	-	-	2,000,000	-	5,000,000	5,000,000
SEDCO Contribution	-	-	1,000,000	6,000,000	-	2,000,000	2,000,000
Impact Fees	-	-	4,250,000	2,500,000	2,500,000	2,500,000	500,000
GTUA Interest	-	-	-	1,400,000	17,680,000	6,640,000	5,340,000
Unspent Project Funds	-	-	-	7,000,000	-	7,000,000	-
Interest	149,844	110,000	110,000	110,000	110,000	110,000	110,000
Other	2,493,635	1,749,300	1,749,300	1,749,300	1,749,300	1,749,300	1,749,300
Transfers in	238,092	474,000	191,000	197,000	203,000	209,000	215,000
Total Revenues	33,099,734	48,761,170	61,998,004	80,378,018	91,902,217	98,820,429	105,642,259
Personnel	8,314,046	10,357,350	10,875,000	11,419,000	11,990,000	12,590,000	13,220,000
Other	11,428,342	15,367,181	16,140,000	17,270,000	19,000,000	20,900,000	22,990,000
Debt Service	7,360,891	10,527,800	28,450,153	45,012,520	52,310,560	57,772,452	61,836,523
Capital Outlay	484,421	851,715	1,235,000	1,235,000	1,235,000	1,235,000	1,235,000
Transfers Out	3,994,000	4,654,569	5,126,000	5,516,000	5,935,000	6,386,000	6,578,000
Total Expenditures	31,581,700	41,758,615	61,826,153	80,452,520	90,470,560	98,883,452	105,859,523
Excess (Deficit)	1,518,034	7,002,555	171,851	(74,502)	1,431,657	(63,023)	(217,264)
Ending Fund Balance	\$ 8,757,341	\$ 15,759,896	\$ 15,931,747	\$ 15,857,245	\$ 17,288,902	\$ 17,225,879	\$ 17,008,616
Days in Fund Balance	101	138	94	72	70	64	59

Major Take-Aways thru 2030

Significant Challenges in FY26-FY30

- General Fund/Property Taxes
 - Volatile “Voter-approval” rate from industrial construction and abatements.
 - Additional transfers to the Risk Contingency to get through 2030 – part of the plan
 - Funding for high priority projects
 - Development-related – keep those going that pay for themselves
 - Service Center – inadequate to maintain fleet
 - Downtown and parks – level of expectation

Major Take-Aways thru 2030

Significant Challenges in FY26-FY29

- Utility Fund
 - Unknown timing of TI Phase II
 - Accuracy of TI and GW projections
 - Still have projects to do to support increased volumes, create redundancy and resiliency, and address aging infrastructure
 - Revenues come on after debt service starts, causing problems in FY26-FY30 especially
 - Continue to look at rates annually and adopt rates to fund debt and operations.

An aerial photograph of a school campus. In the center is a large, modern school building with a flat roof and several wings. To the left of the building is a large, open dirt lot, possibly a construction site or a parking area for heavy machinery. To the right of the building is a large, green grassy field. In the foreground, there is a paved road with a red curb and a parking lot. The background shows a line of trees and a clear blue sky. The text "Council Direction" is overlaid in the center of the image.

Council Direction

STATE OF TEXAS §
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 May 5, 2025.

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

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 Henry Marroquin.

APPROVE MINUTES

The Council reviewed the Minutes of the Regular City Council Meeting of April 21, 2025. Council Member Barnett moved to approve the Minutes, as presented; Second by Council Member Stevenson; 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 Marroquin. All present voted AYE.

PROCLAMATION

“MENTAL HEALTH AWARENESS MONTH” -- MAY 2025

Council Member Holland presented a proclamation to Lawrence Davis, Vice Chair, Texoma Behavioral Health Leadership Team, and Sylvia Cave, Stakeholder, TBHLT, designating May 2025 as “Mental Health Awareness Month” in Sherman.

“MUNICIPAL CLERK’S WEEK” - MAY 4-10, 2025

Deputy Mayor Dobbs presented a proclamation to Linda Ashby, City Clerk, and Tasheena Taylor, Administrative Assistant, designating May 4 through 10, 2025 as "Municipal Clerk's Week" in Sherman.

RESOLUTION NO. 7521 -- AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE A PURCHASE AND SALE AGREEMENT, LEASEBACK AGREEMENT, AND SPECIAL WARRANTY DEED FOR THE PURCHASE OF 1.00 ACRE IN THE ELIZABETH JONES SURVEY, ABSTRACT NO. 625, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, KNOWN AS 200 S. FM 1417, SHERMAN, TEXAS

**RES 7521
LEASEBACK &
WARRANTY DEED
(200 S. FM 1417)**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE A PURCHASE AND SALE AGREEMENT, LEASEBACK AGREEMENT, AND SPECIAL WARRANTY DEED CONCERNING THE PURCHASE OF 1.00 ACRE IN THE ELIZABETH JONES SURVEY, ABSTRACT NO. 625 CITY OF SHERMAN, GRAYSON COUNTY, TEXAS KNOWN AS 200 S. FM 1417, SHERMAN, TEXAS.

Clint Philpott, Assistant City Manager, explained that the building and property were purchased for the right-of-way because they will be very close to the Texas Department of Transportation's proposed on-ramp.

The City is expected to close the first part of June, but the purchase includes a 60-day lease back to allow them time to move into their new building. Dr. Zachary Flores said the City will be using that facility for some operations that don't require public interaction.

ACTION TAKEN.

Motion by Council Member Barnett to approve Resolution No. 7521, as presented. Second by Council Member Stevenson.

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

VOTING NAY: None.

MOTION CARRIED.

RESOLUTION NO. 7522 -- AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC FOR PROFESSIONAL CONSULTING SERVICES FOR THE PAVEMENT MANAGEMENT PROGRAM

**RES 7522
PAVEMENT MGMT
PROGRAM
CONSULTING
SERVICES**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING PROFESSIONAL SERVICES AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC FOR PROFESSIONAL CONSULTING SERVICES FOR THE PAVEMENT MANAGEMENT PROJECT.

Eric Sandberg, Public Works Director, said this contract would be to update the Pavement Management Program that was completed about three years ago on all the City streets. About 100 miles of new streets have been added in the last three years.

The Council has indicated that the street program is a priority and this will give the staff an indication of the status of the streets and a schedule for paving and maintenance on them.

Dr. Flores added, this will give the staff a baseline for the street program. Mayor Teamann confirmed that, if the project starts this summer, the data should be entered by the end of November. The

plan is to “touch” every single street in Sherman in the next 12 years.

ACTION TAKEN.

Motion by Council Member Barnett to approve Resolution No.

7522, as presented. Second by Council Member Stevenson.

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

VOTING NAY: None.

MOTION CARRIED.

RESOLUTION NO. 7523 -- AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT BETWEEN BLACKROCK CONSTRUCTION AND THE GREATER TEXOMA UTILITY AUTHORITY BASED ON AN INVITATION TO BID FOR THE PROGRESS PARK INDUSTRIAL SEWER OUTFALL

**RES 7523
PROGRESS PARK
INDUSTRIAL
SEWER OUTFALL**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT BETWEEN BLACKROCK CONSTRUCTION AND THE GREATER TEXOMA UTILITY AUTHORITY BASED ON AN INVITATION TO BID FOR THE PROGRESS PARK SEWER INDUSTRIAL SEWER OUTFALL.

Wayne Lee, Director of Engineering, said it was determined several months ago that additional wastewater capacity was needed in Progress Park, particularly serving GlobalWafers. This improvement is from FM 1417 to Howe Drive.

Fourteen responses were received and the City and Greater Texoma Utility Authority are recommending that Blackrock be awarded the bid. The bid for the project is \$5.4 million.

ACTION TAKEN.

Motion by Deputy Mayor Dobbs to approve Resolution No.

7523, as presented. Second by Council Member Howeth.

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

VOTING NAY: None.

MOTION CARRIED.

RESOLUTION NO. 7524 -- AUTHORIZING THE CITY OF SHERMAN TO OBTAIN GENERAL ISSUE LICENSE PLATES FOR CITY VEHICLE(S) FOR THE EQUIPMENT SERVICES DEPARTMENT

**RES 7524
CITY VEHICLE
LICENSE PLATES**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE CITY OF SHERMAN TO OBTAIN GENERAL ISSUE LICENSE PLATES FOR CITY VEHICLE(S) FOR THE EQUIPMENT MAINTENANCE SERVICE DEPARTMENT.

CONSENT AGENDA.

RESOLUTION NO. 7525 -- AUTHORIZING EXECUTION OF A FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH PLUMMER ASSOCIATES, INC. FOR ENGINEERING SERVICES FOR THE POST OAK WWTP 12.5-KV DISTRIBUTION SYSTEM AND GENERATOR DESIGN

**RES 7525
POST OAK WWTP
DISTRIBUTION
SYSTEM &
GENERATOR DESIGN**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH PLUMMER ASSOCIATES, INC. FOR ENGINEERING SERVICES FOR THE POST OAK WWTP 12.5-KV DISTRIBUTION SYSTEM AND GENERATOR DESIGN.
CONSENT AGENDA.

RESOLUTION NO. 7526 -- AUTHORIZING AND APPROVING A PERFORMANCE AGREEMENT WITH THE SHERMAN ECONOMIC DEVELOPMENT CORPORATION (SEDCO), A TEXAS NON-PROFIT CORPORATION, FOR FINANCIAL ASSISTANCE TO THE CITY OF SHERMAN THROUGH FISCAL YEAR 2029-2030 FOR CERTAIN INDUSTRIAL INFRASTRUCTURE IN MULTIPLE PROGRESS PARKS; AND PROVIDING FOR IMMEDIATE EFFECTIVE DATE

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING AND APPROVING A PERFORMANCE AGREEMENT WITH THE SHERMAN ECONOMIC DEVELOPMENT CORPORATION (SEDCO), A TEXAS NON-PROFIT CORPORATION, FOR FINANCIAL ASSISTANCE TO THE CITY OF SHERMAN THROUGH FISCAL YEAR 2029-2030 FOR CERTAIN INDUSTRIAL INFRASTRUCTURE IN MULTIPLE PROGRESS PARKS; AND PROVIDING FOR IMMEDIATE EFFECTIVE DATE.
CONSENT AGENDA.

RES 7526
PROGRESS PARKS
INDUSTRIAL
INFRASTRUCTURE
(SEDCO)

RESOLUTION NO. 7527 -- AWARD A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH DUN-A1 CLEANING, LLC FOR PARK RESTROOM CLEANING SERVICES

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH DUN-AL CLEANING, LLC FOR PARK RESTROOM CLEANING SERVICES.
CONSENT AGENDA.

RES 7527
PARK RESTROOM
CLEANING SERVICES

REQUEST TO ADVERTISE
ANNUAL WATER AND SEWER MAINTENANCE SUPPLIES AND PARTS

The City Council approved the request to advertise for the annual water and sewer maintenance supplies and parts. These supplies will be used in the maintenance of the City's water and sewer system. Funding is included in the FY 2024-2025 Utility Fund Budget.
CONSENT AGENDA.

REQ TO ADVERTISE
ANNUAL WATER &
SEWER MAINTENANCE
SUPPLIES & PARTS

OTHER BUSINESS
RECEIVE PRESENTATION ON PROGRAM UPDATES FROM PAPE-DAWSON

Toby Flinn, Vice President, Pape-Dawson Engineers, presented an update on various Capital Improvement Program projects. He said over the last two years, the City of Sherman has embarked on one of the largest CIPs in Texas, at a cost of over \$800 million. There have been three "generational" projects, including the Water Treatment Plant and the Wastewater Treatment Plant.

PROGRAM UPDATES

He discussed the various projects and their status. There are nine projects, with one large project being put on hold. Overall, they are about 75% complete.

They are about 85% complete on the 36" West Sherman Water Main and about 80% complete on the Waste Water Treatment Plant.

APPROVE THE INVESTMENT REPORT FOR THE QUARTER ENDED MARCH 31, 2025

INVESTMENT REPORT

The City Council approved the Investment Report for the quarter ended March 31, 2025. The total operating portfolio book value of about \$62.3 million increased by a net amount of about \$22 million from the previous quarter, due to deposits in the Local Government Investment Pools, purchases and maturities of U.S. Agency securities, and maturities of State of Texas political subdivision obligations.

The underlying investments were adequately diversified among five different types of securities. The portfolio's weighted-average maturity of 419 days increased from 339 days last quarter. The portfolio yield of 4.30% was 27 basis points above the benchmark one-year Constant Maturity Treasury Index of 4.03%. Book value approximated market value.

The debt proceeds portfolio balance of \$70.5 million decreased by \$1.8 million for withdrawals for payments on capital projects. The portfolio includes a Local Government Investment Pool. The portfolio's weighted-average maturity of one day decreased from nine days last quarter.

The portfolio yield of 4.36% was two basis points below the benchmark yield for this portfolio, the four-week Constant Maturity Index of 4.38%. Book value approximated marked value.

CONSENT AGENDA.

EMERGENCY REPAIR OF THE DORCHESTER #10 WOODBINE WELL UNDER EMERGENCY DESIGNATION

EMERGENCY WELL REPAIR

The City Council approved the request for emergency repairs to the Dorchester #10 Woodbine Well. The groundwater well suffered a pump failure and needed emergency repair to meet the upcoming demand.

Weisinger Inc. removed the equipment and performed an inspection to confirm the pump failure. The estimated cost of the well repair is approximately \$228,285.00.

CONSENT AGENDA.

COUNCIL COMMENTS

COUNCIL COMMENTS

- Recognized recent events in Sherman, including the Food Truck Challenge, Cinco de Mayo. (Clay Barnett, Juston Dobbs, Pam Howeth, Daron Holland, Henry Marroquin, Shawn Teamann)
- Thanked the first responders on this First Responder's Day. (Pam Howeth)

COUNCIL MINUTES – MAY 5, 2025

- The Police Department also had promotions this weekend, and one was Council Member Marroquin's nephew. (Henry Marroquin)
- Thanked Council Members and City employees that worked the events this weekend. Especially thanked Sarah McRae, Tourism and Main Street Manager. (Shawn Teamann)

ANNOUNCEMENTS

Mayor Teamann announced the following:

- Parks and Recreation is hosting the Binkley Bike Fest on May 10, 2025, from 10:00 am until 2:00 p.m., at Binkley Park.

ANNOUNCEMENTS

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

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

EXECUTIVE SESSION

TEX. GOV'T CODE § 551.071 --

SEEKING THE ADVICE OF ITS ATTORNEY ABOUT PENDING OR CONTEMPLATED LITIGATION, SETTLEMENT OFFERS OR ANY MATTER IN WHICH THE DUTY OF THE ATTORNEY TO THE CITY COUNCIL UNDER THE TEXAS DISCIPLINARY RULES OF PROFESSIONAL CONDUCT OF THE STATE BAR OF TEXAS CLEARLY CONFLICTS WITH THE TEXAS OPEN MEETINGS ACT

TEX. GOV'T CODE § 551.072 --

DELIBERATING THE PURCHASE, EXCHANGE, LEASE OR VALUE OF REAL PROPERTY IF DELIBERATION IN AN OPEN MEETING WOULD HAVE A DETRIMENTAL EFFECT ON THE POSITION OF THE CITY IN NEGOTIATIONS WITH A THIRD PERSON

TEX. GOV'T CODE § 551.073 --

DELIBERATING A NEGOTIATED CONTRACT FOR A PROSPECTIVE GIFT OR DONATION TO THE CITY IF DELIBERATION IN AN OPEN MEETING WOULD HAVE A DETRIMENTAL EFFECT ON THE POSITION OF THE CITY IN NEGOTIATIONS WITH A THIRD PERSON

TEX. GOV'T CODE § 551.074 --

DELIBERATING THE APPOINTMENT, EMPLOYMENT, EVALUATION, REASSIGNMENT, DUTIES, DISCIPLINE OR DISMISSAL OF A PUBLIC OFFICER OR EMPLOYEE; OR TO HEAR A COMPLAINT OR CHARGE AGAINST AN OFFICER OR EMPLOYEE UNLESS THE OFFICER OR EMPLOYEE WHO IS THE SUBJECT OF THE DELIBERATION OR HEARING REQUESTS A PUBLIC HEARING

TEX. GOV'T CODE § 551.076 --

DELIBERATING THE DEPLOYMENT, OR SPECIFIC OCCASIONS FOR IMPLEMENTATION, OF SECURITY PERSONNEL OR DEVICES OR A SECURITY AUDIT

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

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

There was no need for the Executive Session.

ADJOURNMENT

On Motion duly made and carried, the meeting adjourned at
5:34 p.m.

ADJOURNMENT

MAYOR

CITY CLERK



City of Sherman - Program Update to City Council

Major Infrastructure Improvements Program

May 5, 2025

Toby Flinn, P.E., Pape-Dawson



Project Orientation: Provide Water to Sherman's Industrial Park

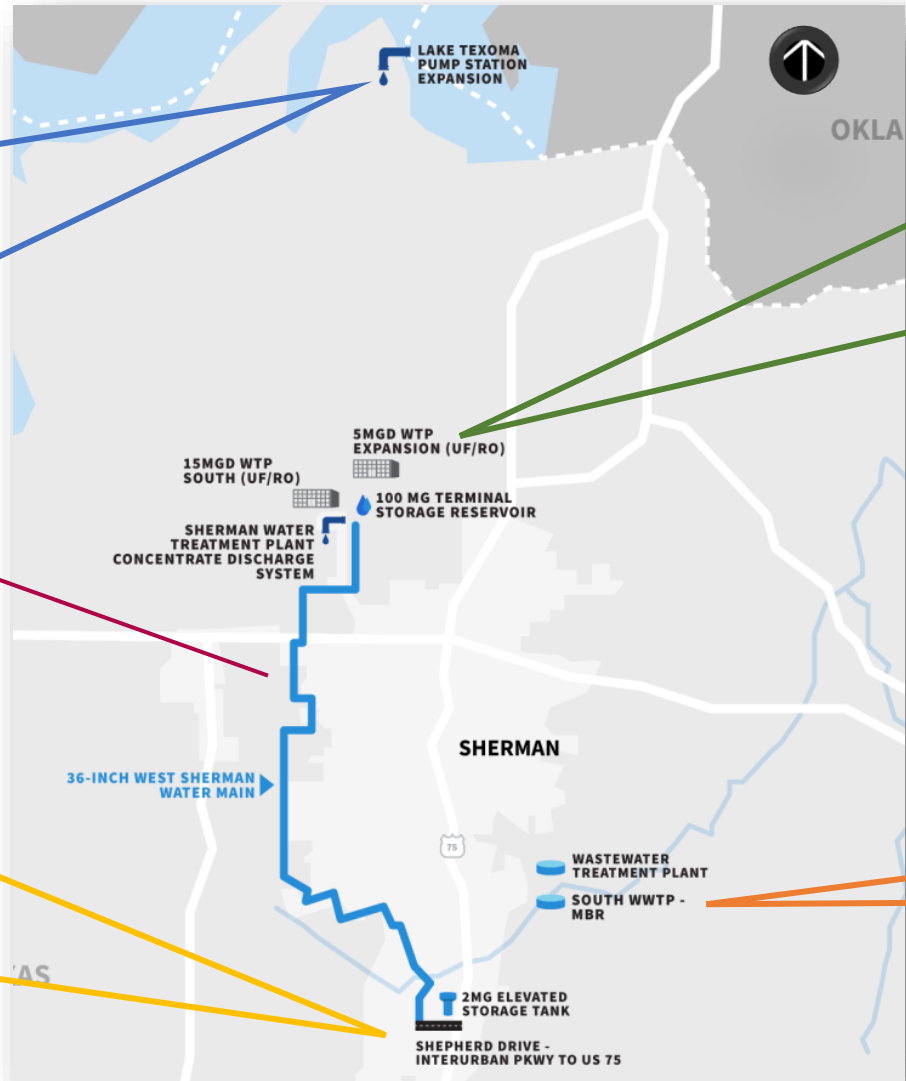
Produce-Treat-Transport-Store-Waste

Produce

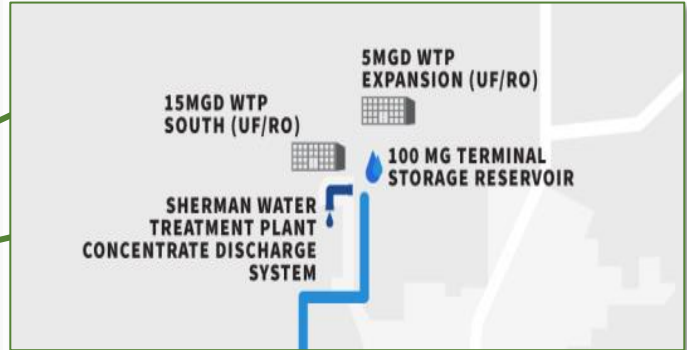


Transport - 36" Water Main

Storage/Reserve

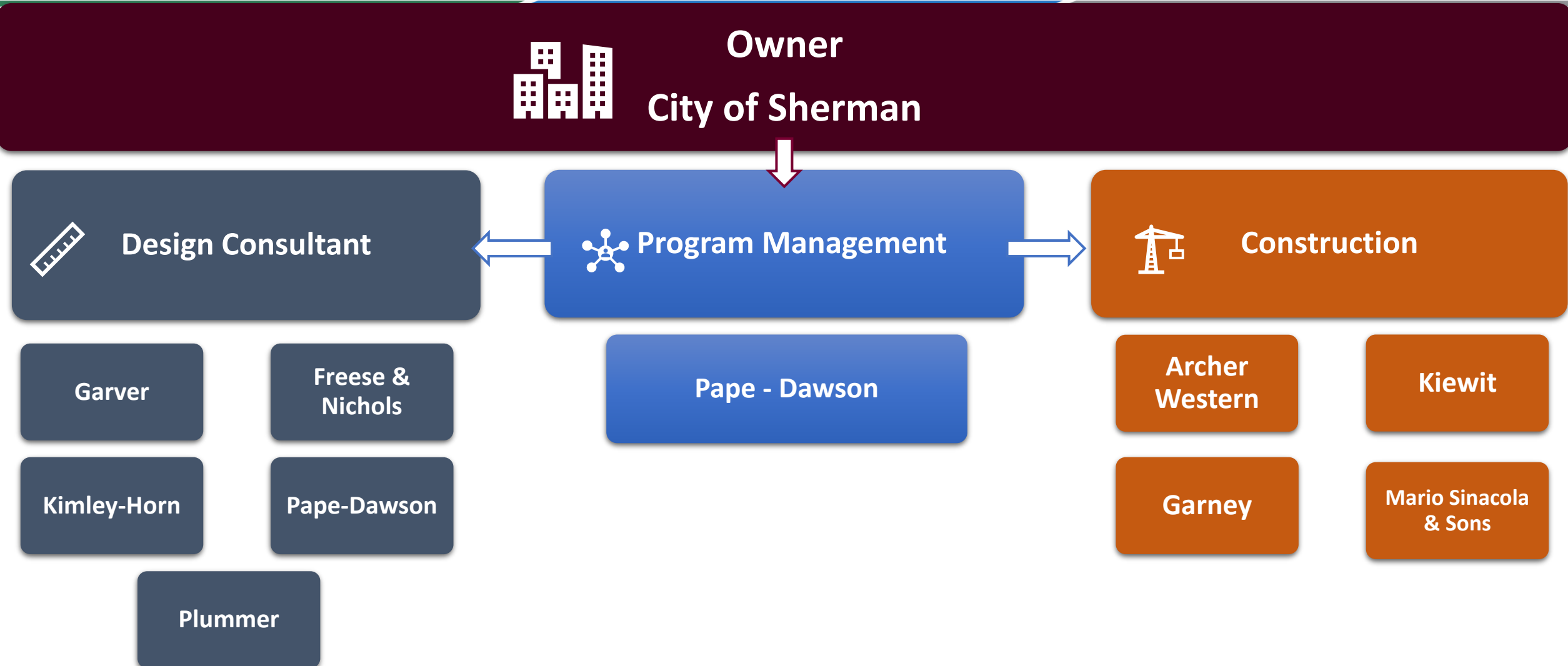


Treat



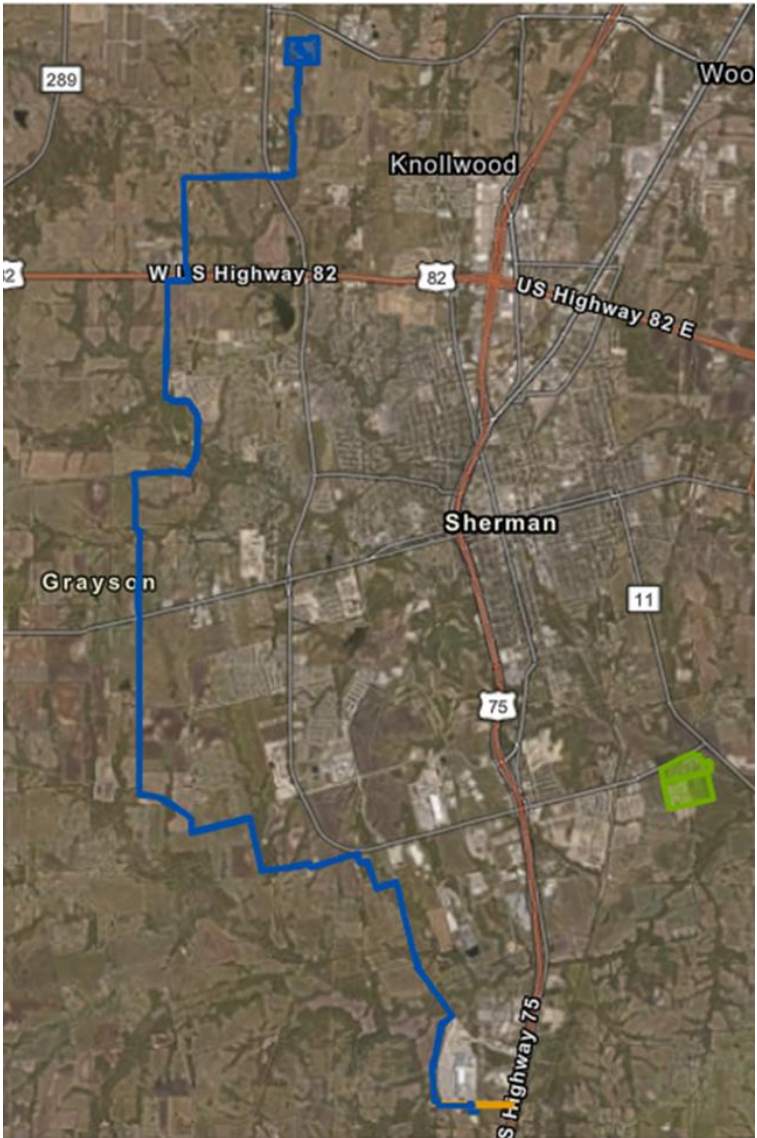
Waste





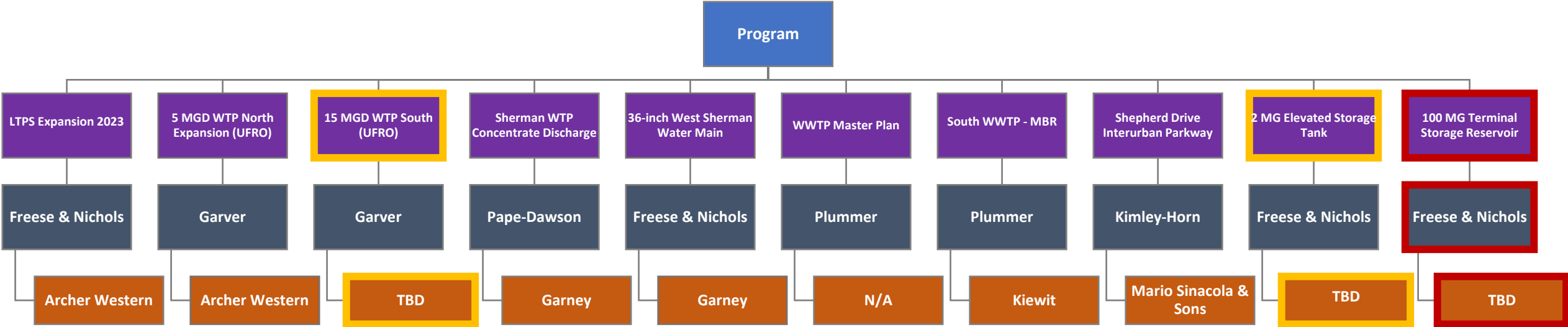
Projects Overview SharePoint Linked

	Shepherd Drive from Interurban Parkway to U.S. Highway 75
	South WWTP - MBR
	Wastewater Treatment Plant Master Plan
	100 MG Terminal Storage Reservoir
	15 MGD WTP South (UF/RO)
	2 MG Elevated Storage Tank
	36 inch West Sherman Water Main
	5 MGD WTP North Expansion (UF RO)
	Lake Texoma Raw Water Pump Station Expansion 2023
	Sherman Water Treatment Plant Concentrate Discharge System



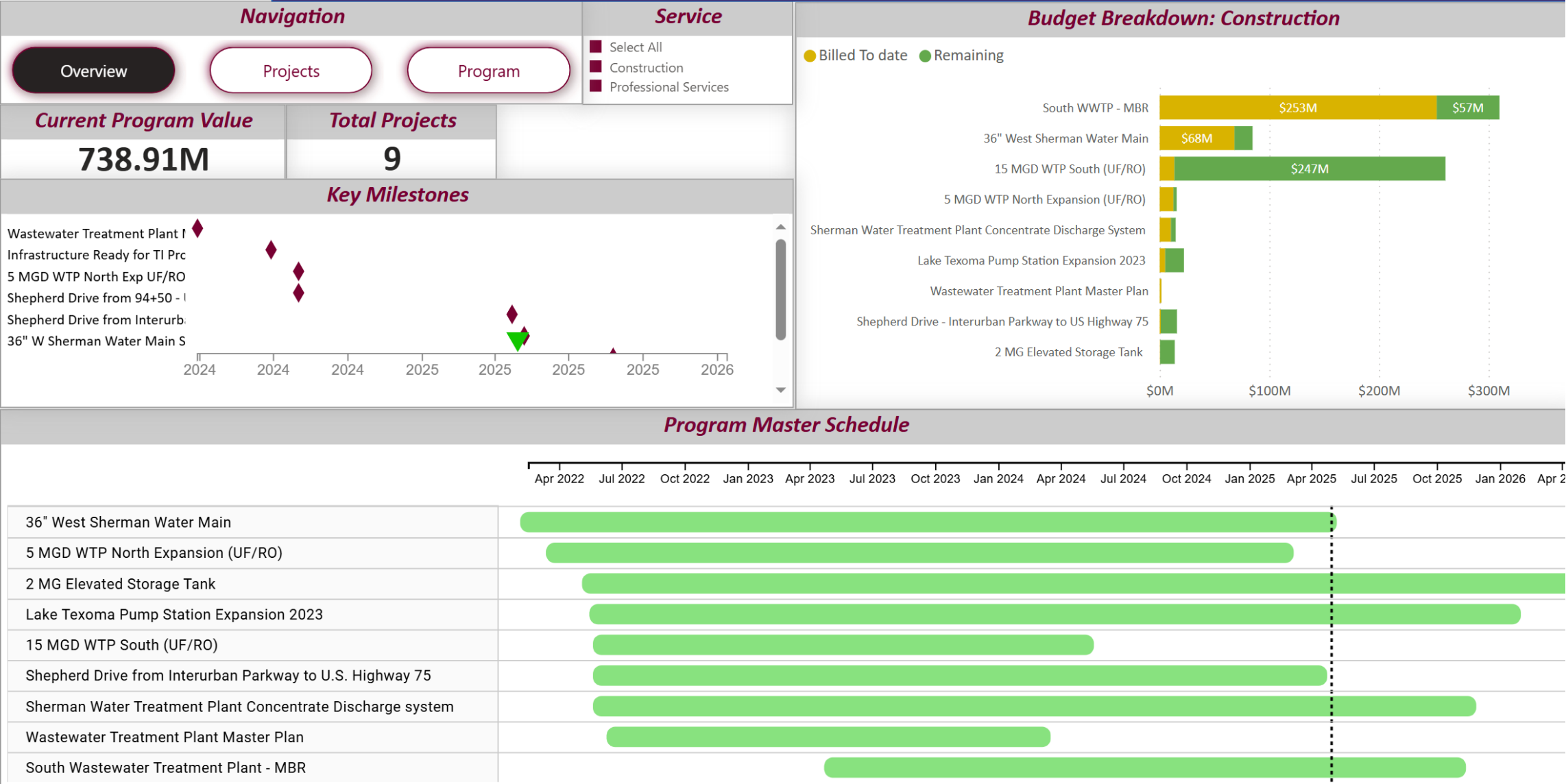
Lake
Texoma

Projects Overview



Project	Design Cost	Construction Estimate	Total Cost
Lake Texoma Pump Station Expansion	\$1,831,500.00	\$20,319,169.00	\$22,150,669.00
5 MGD WTP North Expansion (UFRO)	\$1,858,919.00	\$13,671,771.87	\$15,530,690.87
15 MGD WTP South (UFRO)	\$14,318,009.00	\$246,365,000.00	\$260,683,009.00
WTP Concentrate Discharge System	\$1,411,780.00	\$13,208,980.00	\$14,620,760.00
36" W Sherman Water Main	\$6,648,760.00	\$78,084,785.32	\$84,733,545.32
WWTP Master Plan	\$1,683,011.00	Not Applicable	\$1,683,011.00
South WWTP MBR	\$22,240,905.00	\$287,705,928.48	\$309,946,833.48
Shepherd Drive Interurban Parkway	\$1,176,800.00	\$14,611,695.00	\$15,788,495.00
2 MGD EST	\$743,780.00	\$13,029,660.00	\$13,773,440.00
TOTALS:	\$51,913,464.00	\$686,996,989.67	\$738,910,453.67

Program Dashboard



Program Schedule

Program Schedule	2022				2023				2024				2025				2026			
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Lake Texoma Pump Station Expansion																				
5 MGD WTP North Expansion																				
15 MGD WTP South - Hold																				
WTP Concentrate Discharge System																				
36-inch West Sherman Water Main																				
WWTP Masterplan																				
South WWTP MBR																				
Shepherd Drive																				
2 MG EST – Pending City Approval for Procurement																				
100 MG TSR - Cancelled																				

Design

Procurement

Construction

Design Projects

15 MGD WTP South
(UFRO)
Garver

- Installation of a new 15-30 MGD treatment facility - improvements include a new building with initial treatment of 15 MGD and ultimate ability to treat 30 MGD.

Design Complete - Project Placed on Hold - May 2024



2 MG EST
Freese and Nichols

- Expected to increase storage capacity and water supply within the City's Southwest Zone in anticipation for growth and increased demands.

Final Design May 2024 - Project On Hold Pending Procurement



LTPS Expansion 2023
Freese and Nichols

- Preliminary study and analysis of the existing pump station to evaluate and determine additional pumping capacities to meet the growing City water demands.

Final Design - May 2024



WWTP Master Plan
Plummer

- Master planning services of the existing wastewater treatment and water reuse facilities to determine needs and requirements to support continued growth.

Final Design - November 2023



100 MG TSR
Freese and Nichols

- Design and Construction of a Terminal Storage Reservoir and associated pump station and piping.

Placed on Hold/Cancelled - Jan 2024



On Plan



Trending Off Plan



Off Plan

Awarded Construction Projects

5 MGD WTP North Expansion (UFRO) Archer Western

- Improvements to the water treatment plant include design and construction services intended to expand the current capacities by 5 million gallons per day. **Complete and in Service now.**

Substantial Completion – August 2024

Final Completion – March 2025



36-inch West Sherman Water Main Garney

- Improvements to the water transmission system include the design and construction of a 36-inch water transmission line from the Water Treatment Plant, located south of State Highway 691 along La Cima Road, to Shepherd Drive, approximately 73,000 linear feet. **Required re-work on one section led to a delay.**

Substantial Completion - May 2025

Final Completion – May 2025



Sherman WTP Concentrate Discharge Garney

- Design and construction services of a brine discharge outfall and related pump station necessary to convey the effluent from the final settling ponds to an identified TCEQ permitted outfall. **Discharge Channel complete, temporary pumps in place and flowing water.**

Substantial Completion – Nov 2025

Final Completion – Dec 2025



South WWTP MBR Kiewit

- Planning, design, and construction services associated with the expansion of the existing Post Oak Wastewater Facilities and construction of a new plant capable of treating high-volume Industrial Waste.

Substantial Completion – August 2025

Final Completion – November 2025



Shepherd Drive - Interurban Pkwy to US Highway 75

Mario Sinacola & Sons

- Design and construction of approximately 4,500 linear feet of a 4-lane divided (ultimate 6-lane divided) roadway west from US Highway 75.

Substantial Completion – April 2025

Final Completion – May 2025



Easement Acquisition Complete 52 of 52

32 inch pipeline

Tunneling and Clearing

-  Requires Tunneling
-  Tunneling and Clearing
-  Requires Clearing

Parcel Acquisition

-  Appraisal Ordered
-  Condemnation
-  M&B Recieved
-  Pending Closing
-  M&B Sent to Land Acq
-  Purchased/Closed
-  In Negotiations
-  Access and Use Agreement



36" Line Feeding Semiconductor & Wafer Fabrication Plant

TI Campus Feb 2025



36" Line Oct 2024



Shepherd Rd Feb 2025



South WWTP MBR Site Photos



Oct 19, 2023

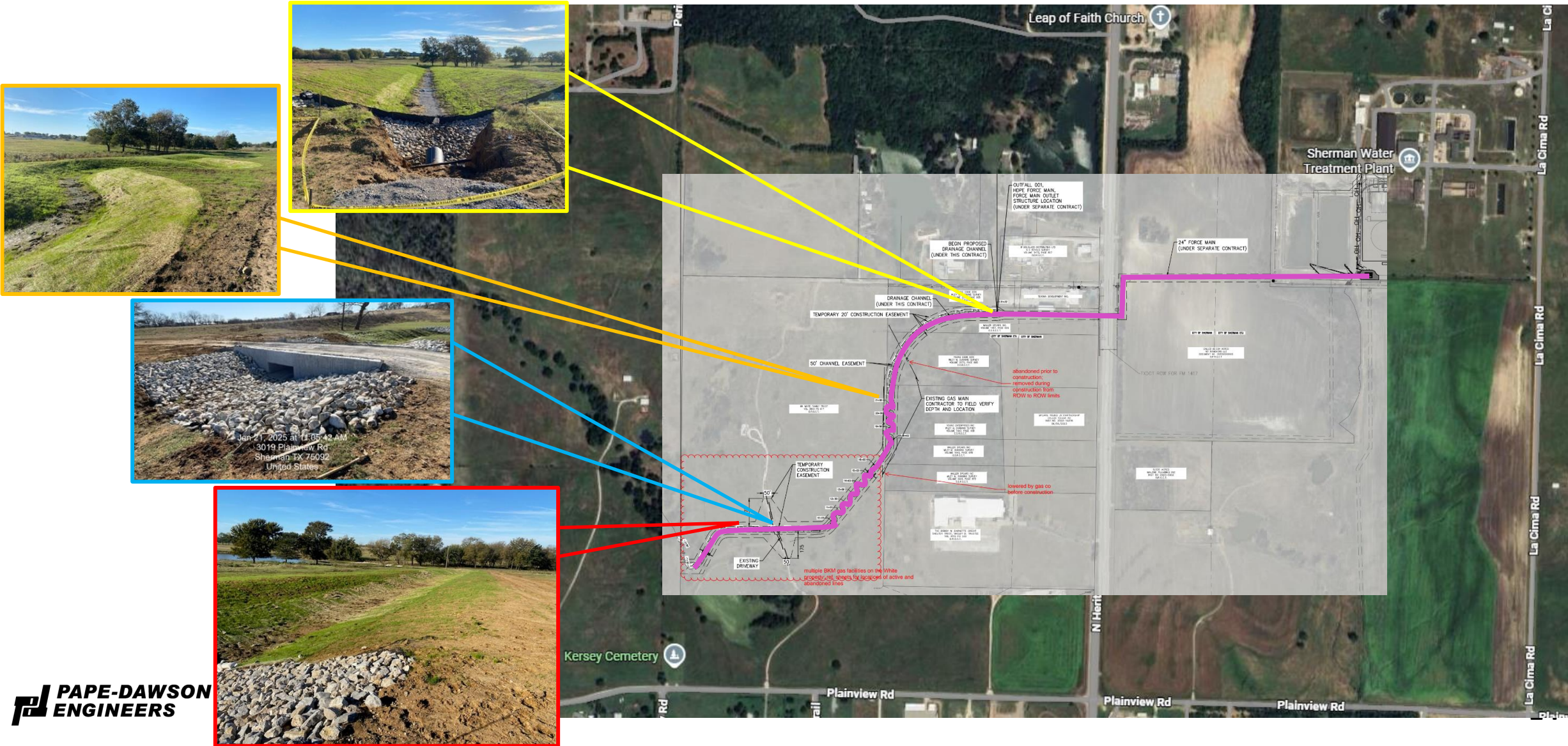


Oct 31, 2024

South WWTP MBR March 2025



Sherman WTP Concentrate Discharge System



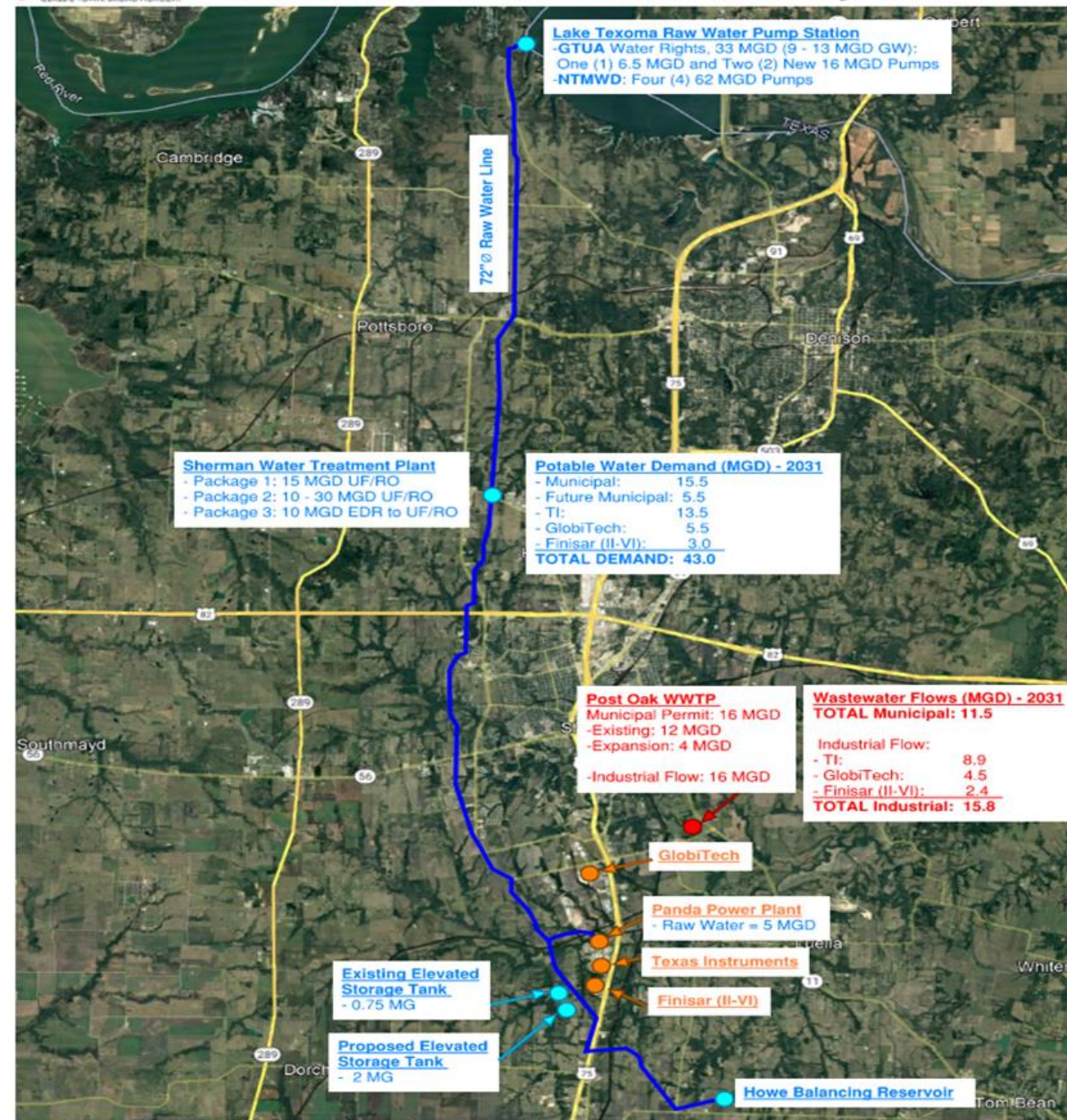
- The Construction Manager at Risk (CMAR) has been a success
 - Collaboration and earlier construction met tight milestones
- Returned money via positive (deductive) change orders
- Critical Water Delivery Milestone on track (no individual misses)
- Speed of Water Treatment via UF/RO allowed for Conventional WTP overhaul
- Water Delivery-ready for Summer 2025 high-use period
- Modified existing plan to treat Global Wafers Industrial Waste (online)
- Clean water storage is the final program element to meet current demands
- NTMWD and GTUA coordination needed for continued expansion (on track)

QUESTIONS?

THANK YOU



Drone Video Feb 2025:
<https://www.youtube.com/watch?v=XjLNG6zoxhk>





City Council Regular Meeting

Agenda Item No. D.1.

Meeting Date: 5/19/2025

Prepared By: Linda Ashby, City Clerk

Approved By:

Caption:

Proclamation

"Motorcycle Safety Awareness Month" - May 2025

Issue:

To present a proclamation designating May 2025 as "Motorcycle Safety Awareness Month."

Background:

Each year, May is designated as "Motorcycle Safety Awareness Month" to encourage drivers to watch for motorcyclists and help prevent fatalities on the roadway.

Capital Improvement Program:

Origination:

The request came from the Texas ABATE group.

Financial Consideration:

There is no financial consideration.

Staff Recommendation:

It is the staff recommendation that the Council present a proclamation designating May 2025 as "Motorcycle Safety Awareness Month."

Alternatives:

The Council could choose not to present the proclamation.

Attachments:

1. Motorcycle Safety Awareness Month 2025

Proclamation

WHEREAS, thousands of Texans ride motorcycles on Texas roadways all year long, for both recreational and transportation reasons, which has led to the prevalence of motorcycle crashes and fatalities, and it is essential that all motorists share the road with motorcycles, and pay attention while driving, and

WHEREAS, motorcycle riders are 28 times more likely to die in a fatal accident than passenger vehicle occupants, and in 2024, 14% of all traffic fatalities were attributed to motorcycles, and

WHEREAS, the Texas Department of Transportation encourages motorcycle safety through its "Share the Road: Look Twice for Motorcycles" campaign, with the goal of protecting motorcyclists, by limiting distractions by motorists, looking twice before changing lanes, and using caution in poor driving conditions to help riders reach their destination safely, and

WHEREAS, in 2024, motorcycle accidents resulted in 5,932 fatalities, and the injury rate for motorcyclists was 468 per 100 million vehicle miles traveled, and

WHEREAS, May of each year is dedicated to promoting Motorcycle Safety and Awareness, and combating motorcycle-related crashes and fatalities; and drivers of passenger vehicles, trucks, buses, and motorcycles all share the responsibility, and by taking simple measures, such as increasing following distance, consistently using turn signals, and paying close attention to others on the road, citizens can promote safety and save lives

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

MOTORCYCLE SAFETY AWARENESS MONTH

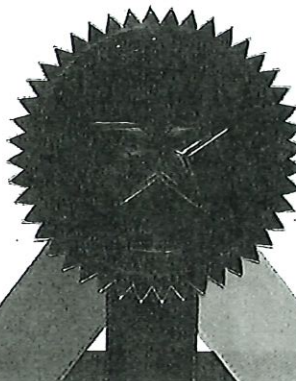
in the City of Sherman and encourage all citizens to learn more about Motorcycle Safety Awareness, and to help make our roadways safe and secure by paying attention to their driving, and putting down the phone.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Sherman to be affixed this the 19th day of May, 2025.

Mayor

ATTEST:

Linda Ashby
City Clerk





City Council Regular Meeting

Agenda Item No. E.1.

Meeting Date: 5/19/2025

Prepared By: Rob Rae, Developmental Services Director

Approved By: Zachary Flores, Acting City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6831

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land consisting of 0.190 acres being a portion of Block 2 of the J.P. Loving's 2nd Addition, City Of Sherman, Grayson County, Texas, Located at 306 South Dewey Avenue, Heretofore R-6 (Single Family Residential) District Rezoning And Placing The Tract In The R-2F (Duplex Residential) District Zoning Classification, David Arbelaez (Owner) and Premier Surveying, LLC (Surveyor) Providing For A Penalty Not To Exceed \$2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

Issue:

Consideration of a Zone Change for 0.190 acres of land located at 306 South Dewey Avenue from an R-6 (Single Family Residential) District to R-2F (Duplex Residential) District.

Background:

The property is located at 306 South Dewey Avenue in between East Lamar Street and East Cherry Street. The owner is requesting a Zone Change from an R-6 (Single Family Residential) District to R-2F (Duplex Residential) District.

Capital Improvement Program:

Origination:

David Arbelaez (Owner) and Premier Surveying, LLC (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the April 22, 2025 regular meeting, the Planning and Zoning Commission voted 5/2 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.**

Alternatives:

The City Council could deny the request.

Attachments:

1. Ordinance No. 6831
2. Exhibit A - Survey
3. Location Map
4. Zoning Map
5. Future Land Use Map
6. Property Notification Sign
7. Narrative
8. Floor Plan
9. Elevations

ORDINANCE NO. 6831

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 0.190 ACRES BEING A PORTION OF BLOCK 2 OF THE J.P. LOVING'S 2ND ADDITION, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED AT 306 SOUTH DEWEY AVENUE, HERETOFORE R-6 (SINGLE FAMILY RESIDENTIAL) DISTRICT REZONING AND PLACING THE TRACT IN THE R-2F (DUPLEX RESIDENTIAL) DISTRICT ZONING CLASSIFICATION, DAVID ARBELAEZ (OWNER) AND PREMIER SURVEYING, LLC (SURVEYOR) PROVIDING FOR A PENALTY NOT TO EXCEED \$2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW

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

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

WHEREAS, the City Council finds that it is in the public interest to rezone the property as described in this Ordinance.

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

SECTION 1. That, from and after the effective date of this Ordinance, the property described in **Exhibit A – Survey and Legal Description**, attached hereto, located at 306 South Dewey Avenue and all streets, roads and alleyways contiguous and/or adjacent thereto, shall be rezoned and placed in the R-2F (Duplex 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 19th day of May 2025.

ADOPTED on this the 19th day of May 2025.

EFFECTIVE DATE on this the 19th day of May 2025.

CITY OF SHERMAN, TEXAS

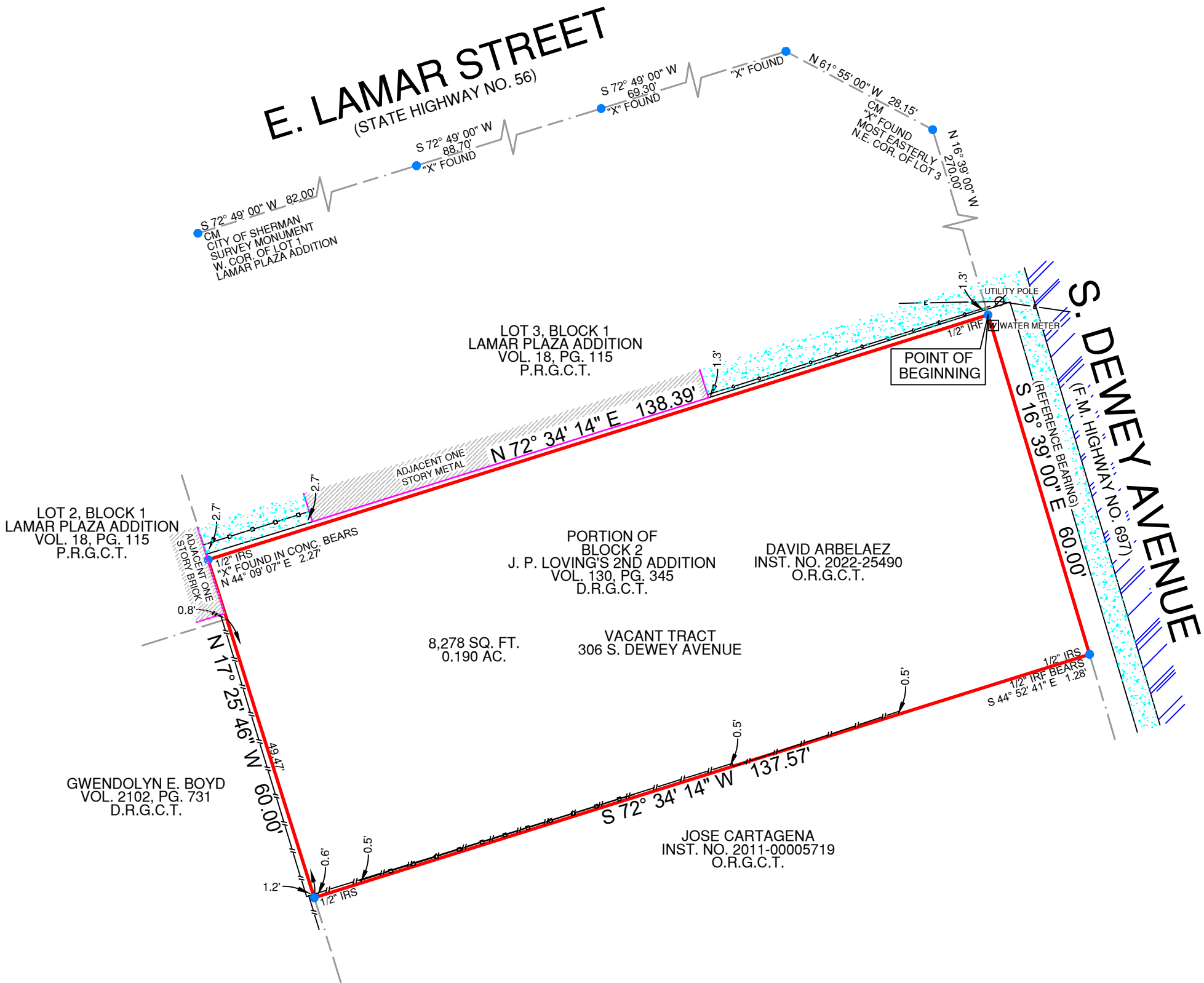
BY: _____
SHAWN TEAMANN, MAYOR

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

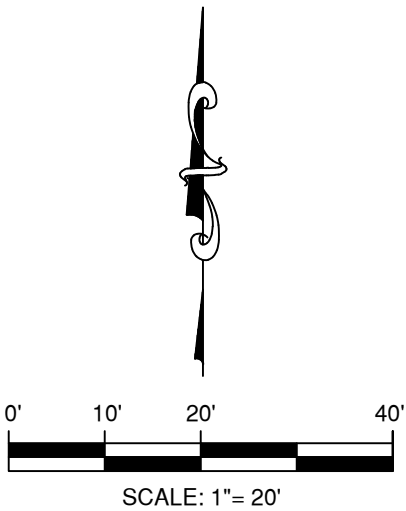


LEGEND:

—x—x—	BARBWIRE FENCE	ASPHALT =
—o—o—	CHAINLINK FENCE	CONCRETE =
—□—□—	METAL FENCE	GRAVEL =
—//—//—	WOOD FENCE	TILE =
—v—v—	VINYL FENCE	WOOD =
—E—E—	ELECTRIC LINE	BRICK =

GM = GAS METER
EM = ELECTRIC METER
IPF = IRON PIPE FOUND
IRS = IRON ROD SET WITH "PREMIER" CAP
IRF = IRON ROD FOUND
CM = CONTROLLING MONUMENT (WOOD) RAILROAD TIE =

NOTES:
BEARINGS ARE BASED ON THE PLAT RECORDED IN VOL. 18, PG. 115, P.R.G.C.T.



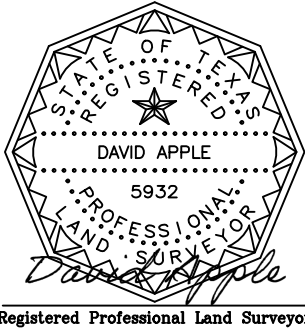
LEGAL DESCRIPTION:
BEING A PORTION OF BLOCK 2, J. P. LOVING'S 2ND ADDITION, AN ADDITION TO GRAYSON COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 130, PAGE 345, DEED RECORDS, GRAYSON COUNTY, TEXAS, BEING ALL THAT CERTAIN TRACT OF LAND DESCRIBED IN DEED TO DAVID ARBELAEZ, AS RECORDED IN INSTRUMENT NO. 2022-25490, OFFICIAL RECORDS, GRAYSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS DESCRIPTION IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART THEREOF ON PAGE 2.

SURVEYOR'S CERTIFICATION:
THIS IS TO DECLARE THAT ON THIS DATE A SURVEY WAS MADE ON THE GROUND, UNDER MY SUPERVISION AND REFLECTS A TRUE AND CORRECT REPRESENTATION OF THE DIMENSIONS AND CALLS OF PROPERTY LINES, LOCATION AND TYPE OF IMPROVEMENTS. THIS SURVEY IS NOT TO BE USED FOR CONSTRUCTION PURPOSES AND WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT PROVIDED BY A TITLE COMPANY. THERE MAY BE EASEMENTS AND OTHER MATTERS OF RECORD AFFECTING THE PROPERTY SHOWN HEREON THAT ONLY A PROPER TITLE SEARCH WOULD REVEAL. USE OF THIS SURVEY FOR ANY OTHER PURPOSE BY ANY OTHER PARTIES SHALL BE AT THERE OWN RISK AND THE UNDERSIGNED IS NOT RESPONSIBLE FOR ANY LOSS RESULTING THEREFROM. THIS SURVEY IS SUBJECT TO ANY AND ALL COVENANTS AND RESTRICTIONS PERTAINING TO THE RECORDED PLAT AND DEED REFERENCED HEREON.

TECH	MSP
FIELD	CB

FLOOD INFORMATION:
THE SUBJECT PROPERTY DOES NOT APPEAR TO LIE WITHIN THE LIMITS OF A 100-YEAR FLOOD HAZARD ZONE ACCORDING TO THE MAP PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, AND HAS A ZONE "X" RATING AS SHOWN BY MAP NO. 48181C0290 G, DATED SEPTEMBER 1, 2022.

DATE: 02/20/25 JOB NO.: 25-00978
FIELD: 02/11/25



306 S. DEWEY AVENUE, SHERMAN, TX 75090
PORTION OF BLOCK 2, J. P. LOVING'S 2ND ADDITION



5700 W. Plano Parkway
Suite 1200
Plano, Texas 75093
972-612-3601 (O) | 855-892-0468 (F)
www.premiersurveying.com
premierorders@premiersurveying.com

DATE: _____
ACCEPTED BY: _____



5700 W. Plano Parkway
Suite 1200
Plano, Texas 75093
Office: 972-612-3601
Fax: 855-892-0468
Firm Registration No. 10146200

diagone H:\PLANNING\Public Notification KT.aprx

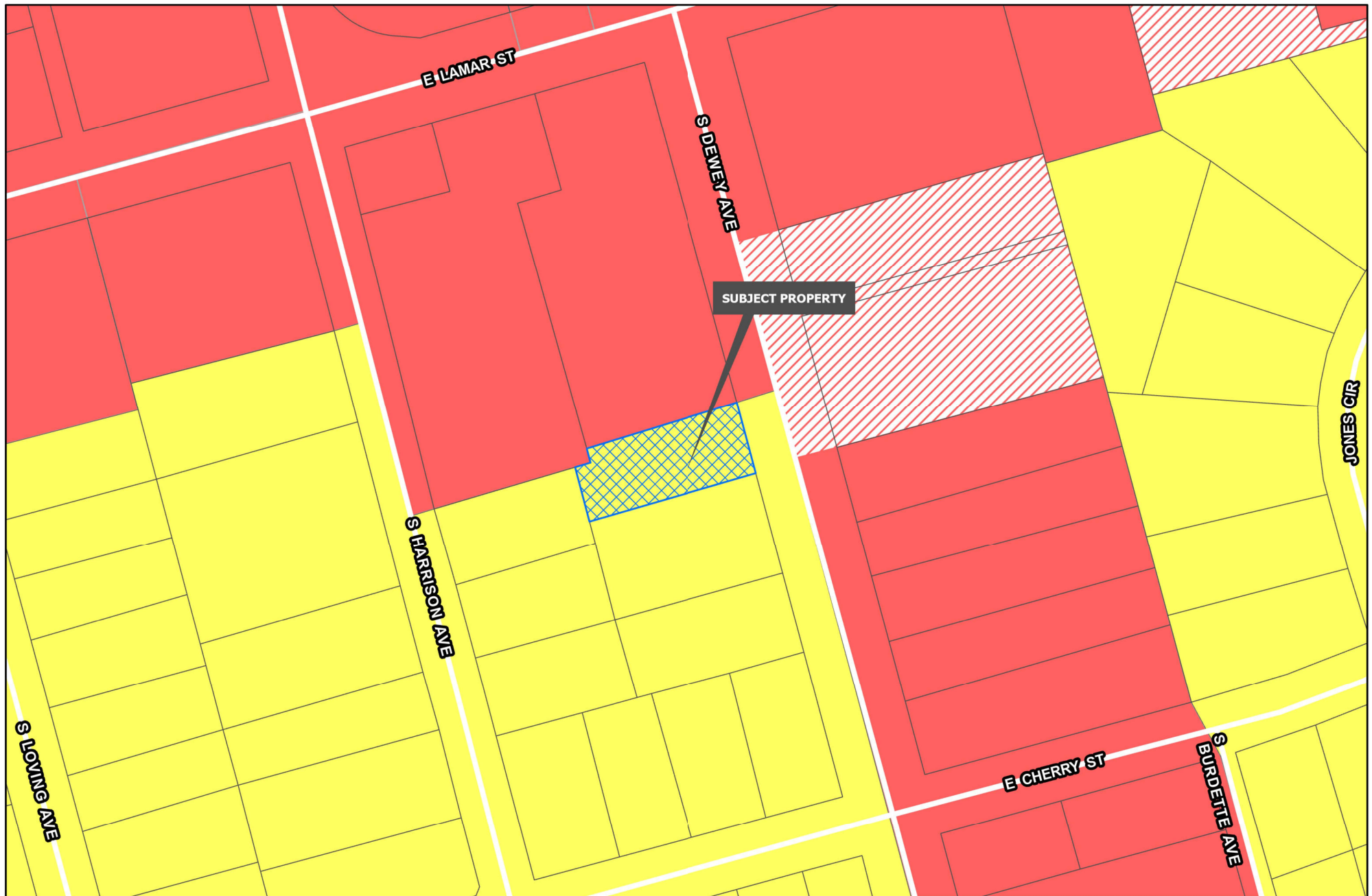


City of Sherman, Texas
Development Services Department

CITY OF SHERMAN
LOCATION MAP
306 S DEWEY AVE



Date: 2/25/2025 1:32 PM



Sherman
CLASSIC TOWN. BROAD HORIZON.

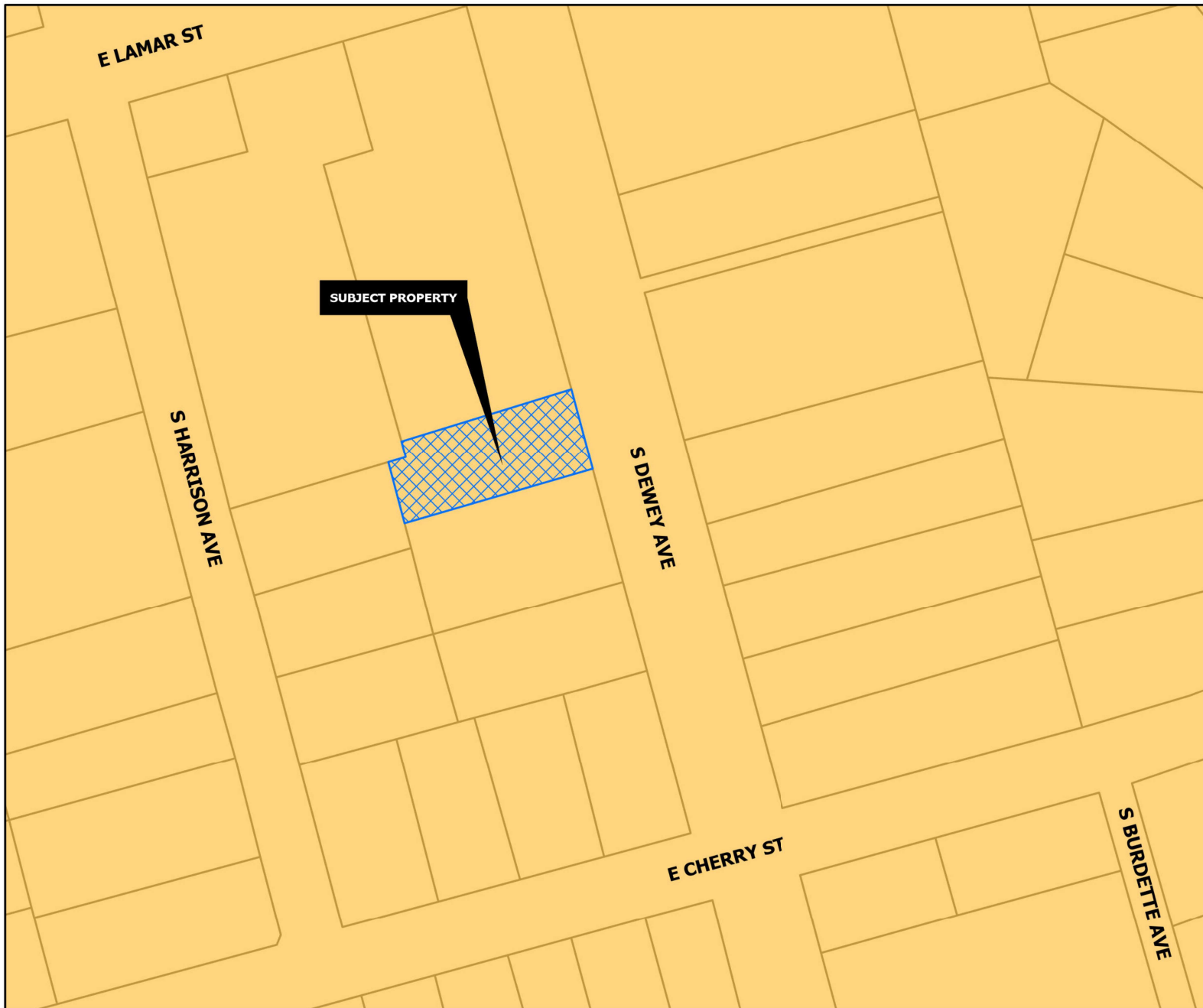
Development Services
Department

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
306 S DEWEY AVE



Date: 2/25/2025 1:32 PM



CORE NEIGHBORHOOD

Intent & Character

The Core Neighborhood category is intended to protect and enhance the existing residential areas of Sherman. This area is generally located in the center of the city, east and west of US-75. A majority of the Core Neighborhood category encompasses what is known as east Sherman. This category encourages infill development that maintains the existing character, while increasing the aesthetic appeal of the community. In certain areas, an increase in density can be appropriate through the development of single-family attached products, like townhomes or quad-plexes.

Appropriate Land Use Types

- Single-family detached
- Single-family attached
- Local/neighborhood commercial and office
- Parks and open space
- Schools and civic uses

Compatible Zoning Districts

- Single-Family Residential (R-5, R-4, R-2F, and R-TH)
- Multi-Family Residential (MF-15 and MF-30)
- Manufactured Housing
- Retail Business
- Neighborhood Commercial

Considerations

- Infill that increases density should match the character of the surrounding structures.
- Small-scale commercial uses are appropriate along larger streets and should be compatible with the surrounding residential development.



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
306 S DEWEY AVE



Date: 2/25/2025 1:32 PM



Sherman
LAND USE CONSULTING

**NOTICE OF
PROPOSED ZONING
CHANGE**

PROJECT #: 25-000548

Planning & Zoning Map:  FOR MORE INFORMATION CONTACT:
DEVELOPMENT SERVICES
904.960.1234

306 South Dewey Avenue (Project No. 25-000548)

Date: April 7, 2025

To: Planning & Zoning Department

City of Sherman, TX

From: David Arbelaez

Subject: Response to Staff Comments – Proposed Duplex Zoning Change

Zoning

1. All vehicle maneuvering shall take place on-site. (Sec. 14.04.0003(b)(2))

Response: The design has been revised with a driveway that allows for vehicles to maneuver on site.

2. Adequate ingress and egress to all parking spaces shall be provided. (Sec. 14.04.0003(b)(5))

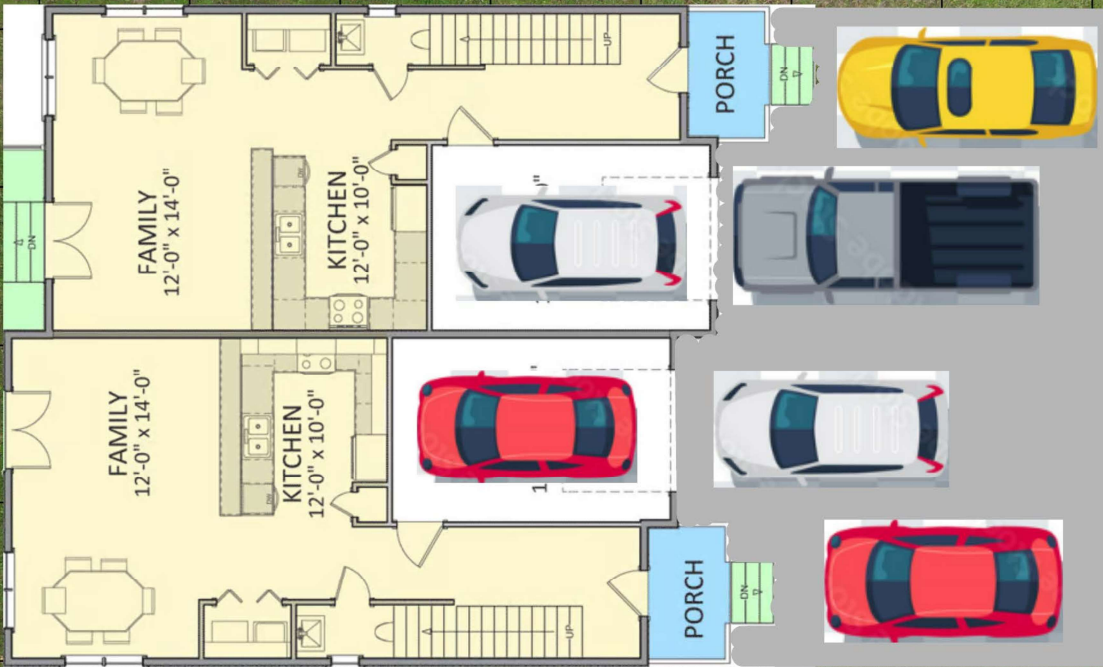
Response: The design of the driveway provides adequate space for required parking spaces.

Engineering

3. Platting of the property is required prior to building permits being issued. Code of Ordinances Chapter 10.01.005;

Texas Local Government Code Title 1, Sec. 212.004

Response: It is our intent to plat the property prior to requesting building permits.









City Council Regular Meeting

Agenda Item No. E.2.

Meeting Date: 5/19/2025

Prepared By: Rob Rae, Developmental Services Director

Approved By: Zachary Flores, Acting City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6832

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land consisting of 2.289 acres being a part of Lot 1, of the final plat of James Plaza Addition, City Of Sherman, Grayson County, Texas, Located at 1804 North Highway 75, Heretofore C-1 (Retail Business) District/75&82 Overlay District Rezoning And Placing The Tract In The C-2 (General Commercial) District/75&82 Overlay District Zoning Classification, AHM 1804 Real Estate, LLC (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 2.289 acres of land located at 1804 North Highway 75 from a C-1 (Retail Business) District/75&82 Overlay District to a C-2 (General Commercial) District/75&82 Overlay District.

Background:

The property is located at 1804 North Highway 75 near the corner of North Travis Street and West Taylor Street. The owner is requesting a Zone Change from a C-1 (Retail Business) District/75&82 Overlay District to a C-2 (General Commercial) District/75&82 Overlay District.

The following has been approved for this location:

1800-1804 Blocks North Highway 75:

- 7/18/2023 - Preliminary Plat of Taylor Crossing Addition

1804 North Highway 75:

- 6/22/2021 - Specific Use Permit to allow Used Automobile Sales in a C-1 (Retail Business) District/O-1 (75 & 82) Overlay District.
- 5/21/2013 - Specific Use Permit to allow used automobile sales, service tire sales, service and light mechanical work in a C-1 (Retail Business) District/O-1 (75 & 82) Overlay District.
- 5/22/2007 - Variance to allow overhead doors facing the highway.
- 2/20/2007 - Specific Use Permit to allow automobile sales and repair in a C-1 (Retail Business) District & Overlay District
- 11/21/2006 - Variance to allow shade structures with a 10' front setback, to not require a screening device adjacent to an R-1 (One and Two-Family Residential) District, and a sign with a 15' setback.

Capital Improvement Program:

Origination:

AHM 1804 Real Estate, LLC (Owner) and Underwood Drafting & Surveying (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the April 22, 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.**

Alternatives:

The City Council could deny the request.

Attachments:

1. Ordinance No. 6832
2. Exhibit A - Survey
3. Location Map
4. Zoning Map
5. Future Landuse Map
6. Property Notification Signs
7. Narrative
8. Site Plan
9. Elevations

ORDINANCE NO. 6832

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, TO REZONE A TRACT OF LAND CONSISTING OF 2.289 ACRES BEING A PART OF LOT 1, OF THE FINAL PLAT OF JAMES PLAZA ADDITION, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED AT 1804 NORTH HIGHWAY 75, HERETO-FORE C-1 (RETAIL BUSINESS) DISTRICT/75&82 OVERLAY DISTRICT REZONING AND PLACING THE TRACT IN THE C-2 (GENERAL COMMERCIAL) DISTRICT/75&82 OVERLAY DISTRICT ZONING CLASSIFICATION, AHM 1804 REAL ESTATE, LLC (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 1804 North Highway 75 and all streets, roads and alleyways contiguous and/or adjacent thereto, shall be rezoned and placed in the C-2 (General Commercial) District/75&82 Overlay 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 19th day of May 2025.

ADOPTED on this the 19th day of May 2025.

EFFECTIVE DATE on this the 19th day of May 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 Lot 1, of the final plat of James Plaza Addition, an addition to the City of Sherman, Grayson County, Texas, Plat recorded in Volume 13, Page 60, Plat Records, Grayson County, Texas, and being the same 2.289 acre tract of land described in the deed to Sherman Pag1, LLC, recorded in Doc. No. 2021-14142, Real Property Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows:

Beginning at a found 1/2" steel rod at the northeast corner of said Lot 1 in the west Right-of-Way of U.S. Hwy 75;

Thence with said west Right-of-Way of U.S. Hwy 75 the following calls and distances:

South 09°25'49" West, a distance of 315.18 feet to a found 1/2" steel rod;
South 33°32'22" West, a distance of 5.85 feet to a found 1/2" steel rod;
South 09°22'07" West, a distance of 99.88 feet to a found concrete monument;
South 74°08'52" West, a distance of 12.06 feet to a set 1/2" steel rod;
Thence with a non-tangent curve to the right having a radius of 710.00 feet, (chord bears South 78°22'11" West, a distance of 102.79 feet) an arc length of 102.88 feet to a set 1/2" steel rod;
Thence North 15°33'42" West, with the west line of said Lot 1 a distance of 104.45 feet to a found P/K nail;
Thence South 74°26'18" West, a distance of 80.00 feet to a found X cut in concrete;
Thence North 15°21'35" West, over and across said Lot 1 a distance of 172.22 feet to a set 1/2" steel rod;
Thence North 15°33'41" West, a distance of 99.74 feet to a set 1/2" steel rod;
Thence North 74°56'55" East, with the north line of said Lot 1 a distance of 373.70 feet to the Point-of-Beginning and containing 2.289 acres of land.

To: SHERMAN PAG1, LLC;

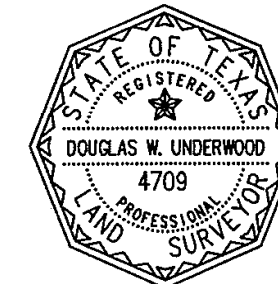
I hereby certify that on the 26th day of October, 2024, this survey was made on the ground as per the field notes shown on this survey and is true, correct, and accurate as to the boundaries and areas of the subject property and the size, location, and type of buildings and improvements thereon, if any, and as to the other matters shown hereon, and correctly shows the location of all visible easements and right-of-way and of all right-of-way, easements, and any other matters of record, or of which I have knowledge of have been advised, whether or not of record, affecting the subject property.

Except as shown on the survey, there are no encroachments upon the subject property by improvements on adjacent property, there are no encroachments on adjacent property, streets, or alleys by any improvements on the subject property, and there are no conflicts or discrepancies.

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

Douglas W. Underwood

Douglas W. Underwood
Registered Professional
Land Surveyor No. 4709
State of Texas
Firm No. 10006300

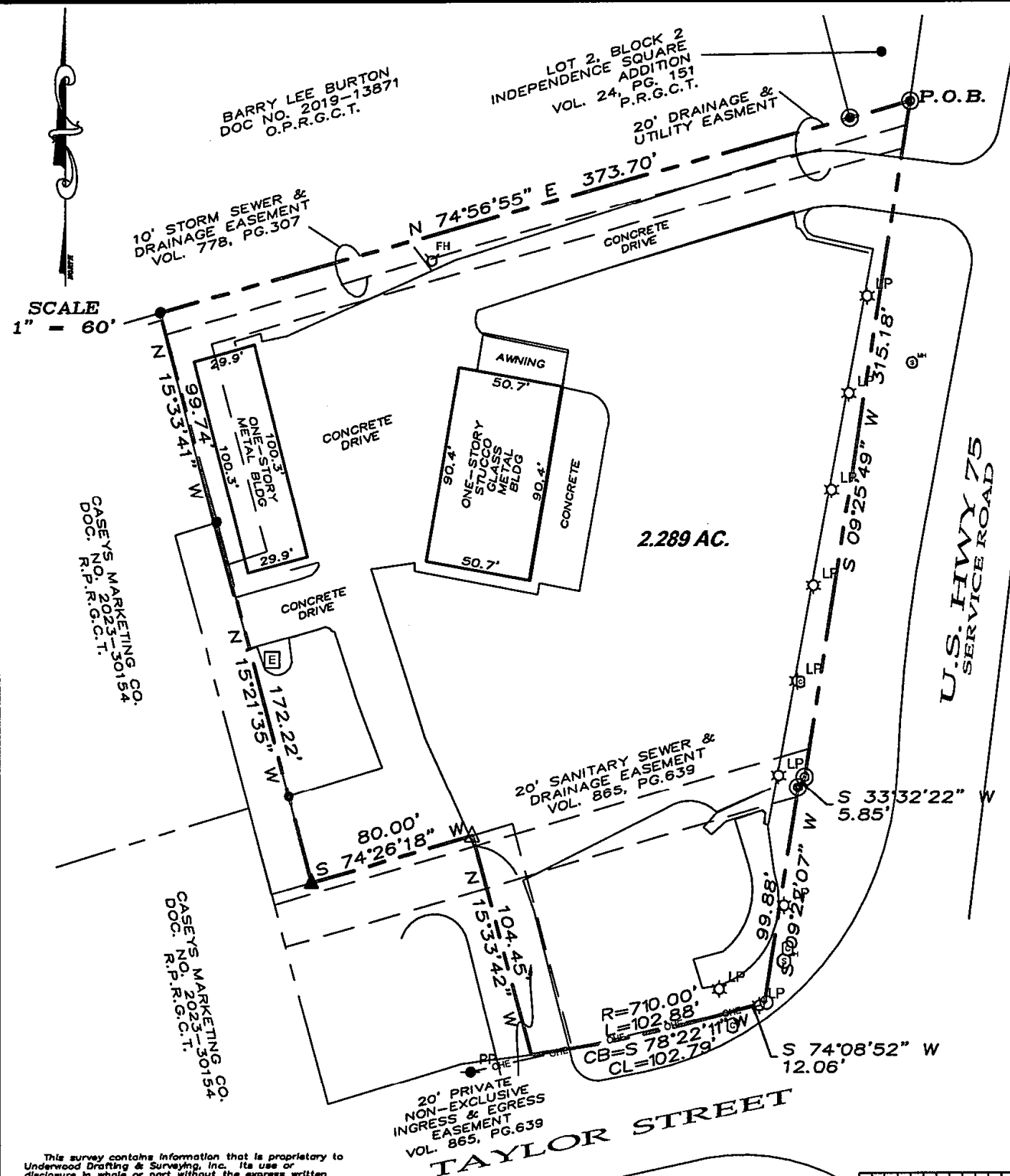


UNDERWOOD

DRAFTING & SURVEYING

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

DATE OF SURVEY: 03/26/24



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

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

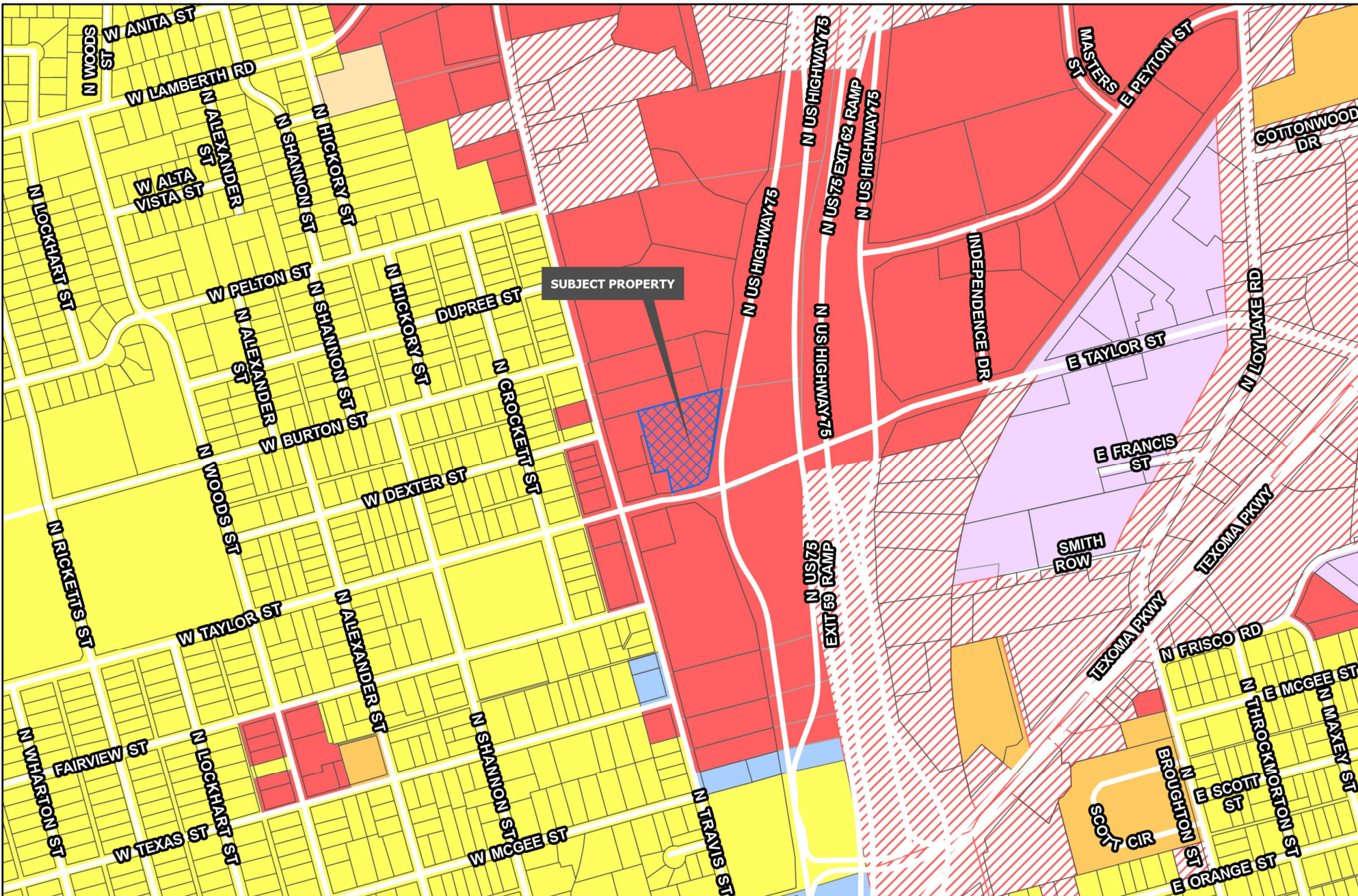


City of Sherman, Texas
Development Services Department

CITY OF SHERMAN
LOCATION MAP
1804 N HWY 75



Date: 4/2/2025 10:49 PM



Sherman
CLASSIC TOWN. BROAD HORIZON.

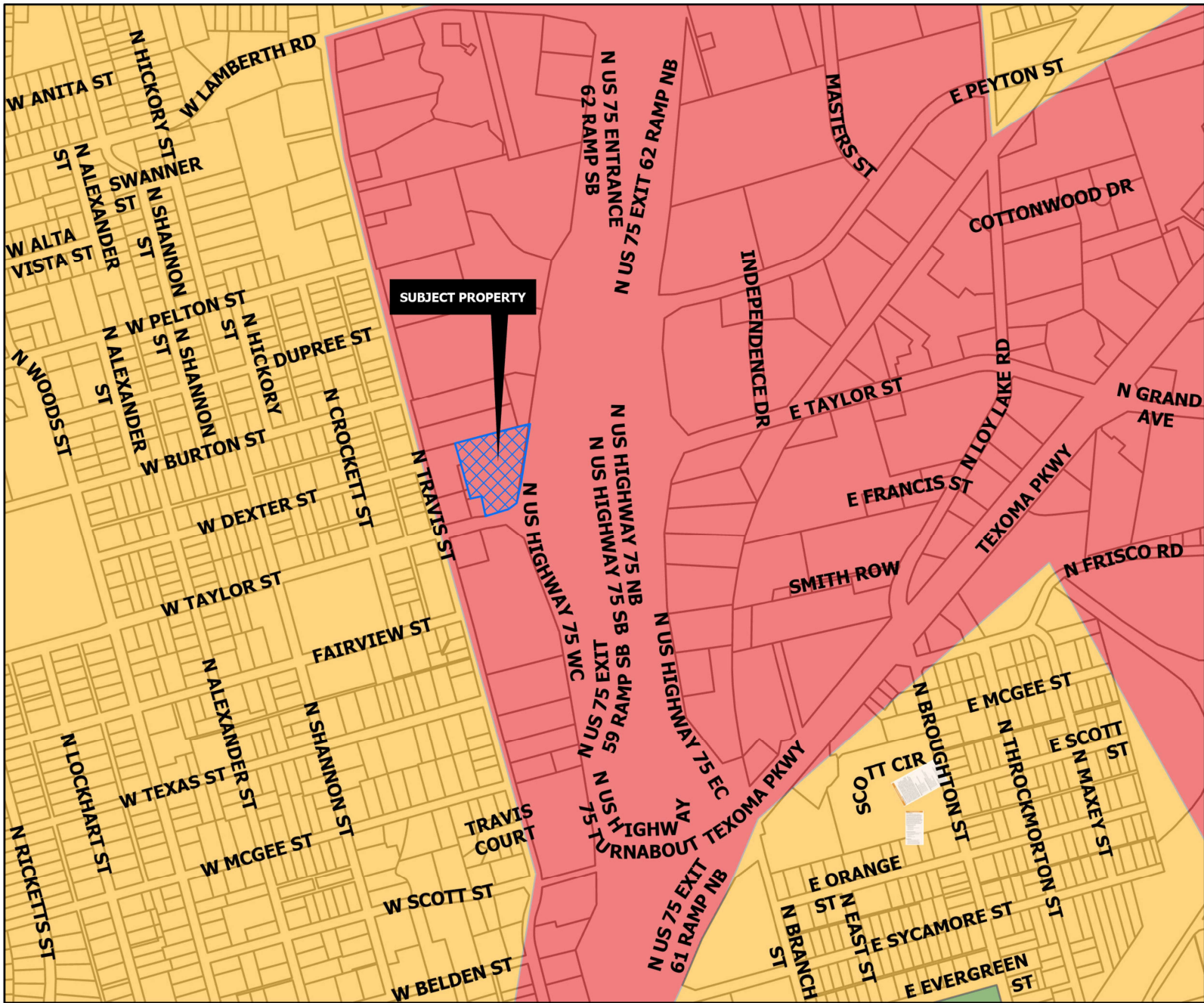
Development Services
Department

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
1804 N HWY 75



Date: 4/2/2025 10:49 PM



REGIONAL COMMERCIAL

Intent & Character

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

Appropriate Land Use Types

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

Compatible Zoning Districts

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

Considerations

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



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
1804 N HWY 75



Sherman
COMMUNITY DEVELOPMENT

**NOTICE OF
PROPOSED ZONE CHANGE
AND SPECIFIC USE PERMIT
REQUEST**

PROJECT #: 25-001264

Planning & Zoning Map



FOR MORE INFORMATION
CONTACT

DEVELOPMENT SERVICES
963.885.7324



Sunshine
SUNSHINE
PLANNING & ZONING DEPARTMENT
CITY OF CHANDLER
1000 N. GILBERT AVENUE, SUITE 100
CHANDLER, AZ 85226
PHONE: 480-755-2200
WWW.CHANDLERAZ.GOV

PROPOSED ZONE CHANGE
AND SPECIFIC USE PLANS
REQUEST
PROJECT # 24-001204

Project Narrative

Project Name: Sherman Auto Center

Project Address: 1804 North Highway 75, Sherman, TX 75090

Project Description:

No changes or modifications will be made to the existing property. The facility will be used as-is, with zero adjustments to the current layout, structure, or exterior.

This project involves the establishment of an automotive mechanic shop at 1804 N75, Sherman, TX 75090. The business will offer a range of services, including oil changes, vehicle repairs, diagnostics, routine maintenance, and tire services for cars and trucks. The shop will operate as a full-service facility, focusing on the repair, maintenance, and servicing of motor vehicles.

The facility will provide professional, high-quality automotive services, including:

1. Oil Changes & Lubrication – Routine oil changes and lubrication to ensure smooth vehicle operation.
2. General Repairs – Including brake repairs, engine diagnostics, battery replacement, and other essential vehicle repairs.
3. Tire Services – Sales, installation, balancing, and rotation of tires to enhance vehicle safety and performance.
4. Preventative Maintenance – Regular inspections and maintenance to ensure vehicle safety and longevity.

The site plan is designed to ensure an efficient flow of vehicles and customers. Customer parking is located directly next to the office, allowing them to park, enter the building, and either wait inside or drop off their vehicles. Service staff will then move the vehicles into the bays for repairs or maintenance.

Additional parking spaces are located near the service bays, designated for employees and vehicles awaiting service. This setup keeps the area organized, preventing congestion and ensuring that vehicles are not stacked or left idling in front of the bays. The layout supports a smooth operational process, allowing for easy movement of both customers and service vehicles.

The proposed mechanic shop falls under the **Automotive Repair** category, which is classified as a specific use under **C2 zoning**. The requested zoning change from **C1 to C2** is necessary because automotive repair, including tire sales and installation, requires C2 zoning. Additionally, **a Specific Use Permit** will be required to align with zoning regulations and ensure full compliance with city requirements. This zoning adjustment will allow the business to operate lawfully while providing essential automotive services to the community.

We appreciate your consideration of this application and look forward to contributing to the city's commercial growth.

BARRY LEE BURTON
DOC NO. 2019-13871
O.P.R.G.C.T.

LOT 2, BLOCK 2
INDEPENDENCE SQUARE
ADDITION
VOL. 24, PG. 151
P.R.G.C.T.

20' DRAINAGE &
UTILITY EASEMENT

P.O.B.

10' STORM SEWER &
DRAINAGE EASEMENT
VOL. 778, PG.307

N 74°56'55" E 373.70'

CONCRETE
DRIVE

SCALE
1" = 60'

N 15°33'41" W
99.74'
100.3'
ONE-STORY
METAL BLDG
29.9'

CONCRETE
DRIVE

AWNING

50.7'
90.4'
ONE-STORY
STUCCO
GLASS
METAL
BLDG
90.4'
50.7'

CONCRETE

2.289 AC.

CASEYS MARKETING CO.
DOC. NO. 2023-30154
R.P.R.G.C.T.

CONCRETE
DRIVE

N 15°21'35" W
172.22'

20' SANITARY SEWER &
DRAINAGE EASEMENT
VOL. 865, PG.639

80.00'
S 74°26'18" W

CASEYS MARKETING CO.
DOC. NO. 2023-30154
R.P.R.G.C.T.

N 15°33'42" W
104.45'

20' PRIVATE
NON-EXCLUSIVE
INGRESS & EGRESS
EASEMENT
VOL. 865, PG.639

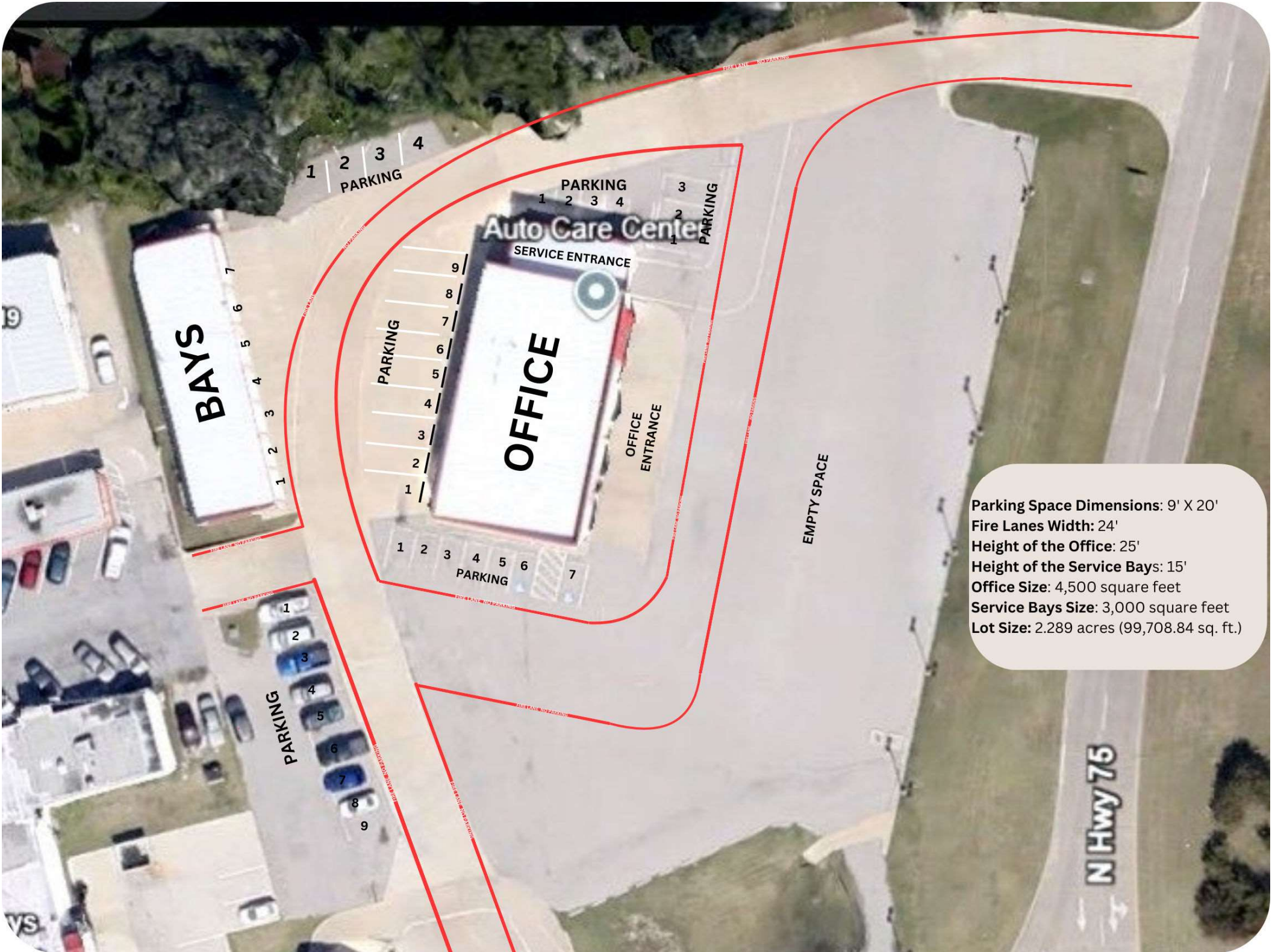
R=710.00'
L=102.88'
CB=S 78°22'11" W
CL=102.79'

S 74°08'52" W
12.06'

U.S. HWY 75
SERVICE ROAD

S 33°32'22" W
5.85'

TAYLOR STREET



Parking Space Dimensions: 9' X 20'
Fire Lanes Width: 24'
Height of the Office: 25'
Height of the Service Bays: 15'
Office Size: 4,500 square feet
Service Bays Size: 3,000 square feet
Lot Size: 2.289 acres (99,708.84 sq. ft.)









SHERMAN CITY COUNCIL Agenda Communication Form

City Council Regular Meeting

Agenda Item No. E.3.

Meeting Date: 5/19/2025

Prepared By: Rob Rae, Developmental Services Director

Approved By: Zachary Flores, Acting City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6833

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, And Granting A Specific Use Permit To Allow Automobile repair, body work, or painting in a C-2 (General Commercial) District/75&82 Overlay District, Located At 1804 North Highway 75, Consisting of 2.289 acres being a part of Lot 1, of the final plat of James Plaza Addition, City Of Sherman, Grayson County, Texas AHM 1804 Real Estate, LLC (Owner) and Underwood Drafting & Surveying (Surveyor) Prescribing Conditions To The Specific Use Permit; Providing A Penalty Not To Exceed \$2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

Issue:

Consideration of a Specific Use Permit for 2.289 acres of land located at 1804 North Highway 75 to Allow an Automobile repair, body work, or painting in a C-2 (General Commercial) District/75&82 Overlay District.

Background:

The property is located at 1804 North Highway 75 near the corner of North Travis Street and West Taylor Street. The owner is requesting a Specific Use Permit to allow Automobile repair, body work, or painting.

The following has been approved for this location:

1800 - 1804 Blocks North Highway 75:

- 7/18/2023 - Preliminary Plat of Taylor Crossing Addition

1804 North Highway 75:

- 6/22/2021 - Specific Use Permit to allow Used Automobile Sales in a C-1 (Retail Business) District/O-1 (75 & 82) Overlay District.
- 5/21/2013 - Specific Use Permit to allow used automobile sales, service tire sales, service and light mechanical work in a C-1 (Retail Business) District/O-1 (75 & 82) Overlay District.
- 5/22/2007 - Variance to allow overhead doors facing the highway.
- 2/20/2007 - Specific Use Permit to allow automobile sales and repair in a C-1 (Retail Business) District & Overlay District
- 11/21/2006 - Variance to allow shade structures with a 10' front setback, to not require a screening device adjacent to an R-1 (One and Two-Family Residential) District, and a sign with a 15' setback.

Capital Improvement Program:

Origination:

AHM 1804 Real Estate, LLC (Owner) and Underwood Drafting & Surveying (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the April 22, 2025 regular meeting, the Planning and Zoning Commission voted 7/0 to recommend to City Council that the Specific Use Permit be approved subject to the Staff Review Letter. **The proposed use is compatible with the City of Sherman Comprehensive Plan.**

Alternatives:

The City Council could deny the request.

Attachments:

1. Ordinance No. 6833
2. Exhibit A - Survey
3. Exhibit B - Site Plan
4. Location Map
5. Zoning Map
6. Future Landuse Map
7. Property Notification Signs
8. Narrative
9. Elevations

ORDINANCE NO. 6833

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, AND GRANTING A SPECIFIC USE PERMIT TO ALLOW AUTOMOBILE REPAIR, BODY WORK, OR PAINTING IN A C-2 (GENERAL COMMERCIAL) DISTRICT/75&82 OVERLAY DISTRICT, LOCATED AT 1804 NORTH HIGHWAY 75, CONSISTING OF 2.289 ACRES BEING A PART OF LOT 1, OF THE FINAL PLAT OF JAMES PLAZA ADDITION, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS AHM 1804 REAL ESTATE, LLC (OWNER) AND UNDERWOOD DRAFTING & SURVEYING (SURVEYOR) PRESCRIBING CONDITIONS TO THE SPECIFIC USE PERMIT; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW

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

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

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

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

SECTION 1. That, from and after the effective date of this Ordinance, the property located at 1804 North Highway 75, City of Sherman, Grayson County, Texas is/are granted a Specific Use Permit to Automobile repair, body work, or painting, subject to the conditions described in this Ordinance and that Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14 is hereby amended so as to hereafter include property on **Exhibit A – Survey**.

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

Zoning:

1. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's Zoning Ordinance/Code of Ordinance Chapter 14.
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal. (*Code of Ordinances Chapter 3.02(c)*)
3. Fence Permits shall be permitted separately from the building permit and must adhere to the City's Zoning Ordinance/Code of Ordinance Chapter 14. (*Sec. 14.04.004*)
4. Sign Permits shall be permitted separately from the building permit and must adhere to the City's Zoning Ordinance/Code of Ordinance Chapter 14. (*Article 14.07*)
5. The use of the property must comply with all Federal and State Laws and regulations and with all the ordinances, rules and regulations of the City of Sherman.
6. No outside parking or storage of dismantled, junk or inoperable vehicles, wrecks, tires, displays or parts are permitted.
7. The property must be properly maintained in a state of good repair and neat appearance.
8. Taylor Crossing Addition plat is required to get Final Plat approval and filed prior to 7/18/2025.
9. All uses within the C-2 (General Commercial) District shall provide a screening device as an enclosure for garbage and trash containers. Such enclosure shall be constructed of masonry or similar durable material and position/screened in such a way that it is not visible from any street, highway or major thoroughfare. (*Sec. 14.04.004(d)(4)*)
10. The granting of the Specific Use Permit has no effect on the uses permitted as of right and does not waive the regulations of the underlying zoning district.
11. A Specific Use Permit is an amendment to the district regulations of the Zoning Ordinance that permits the establishment of a specific use within a zoning district in which such specific use may be established unless such use of land or structure is discontinued or abandoned for a period of thirty (30) consecutive days in which event such Specific Use Permit shall be void and such use may not thereafter be resumed unless a new Specific Use Permit is granted in accordance with this section. (*Chapter 14, Sec. 14.06.009(a)(1)(C)*)
12. The approval of a Site Plan shall be effective for a period of two (2) years from the date of approval, at the end of which time the Site Plan shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Site Plan was approved.
13. Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission
14. Notwithstanding anything to the contrary herein, the Specific Use Permit granted in this Ordinance shall automatically expire, terminate and be rescinded in the event that a person or entity other than Sherman Auto Center is the owner or lessee of the Property.
15. Notwithstanding anything to the contrary herein, the Specific Use Permit granted in this Ordinance shall automatically expire, terminate and be rescinded on the first anniversary of the effective date identified below, unless earlier terminated, rescinded, extended or renewed by separate action of the City Council. The owner of the property subject to the Specific Use Permit must receive City Council approval of an application to extend or renew the Specific Use Permit prior to the expiration thereof.

Engineering:

16. Any new drive approaches and sidewalks shall conform to City of Sherman and TxDOT standards and a permit with drawing showing dimensions is required from City of Sherman Engineering Department for review and approval prior to any work being done within public right of way. *Code of Ordinances Chapter 3, Division 5, Sec. 3.10.154; 10.03.003(h); Engineering Design Standards Manual 2.5*

Fire Services:

17. [] 503.2.1 Amended - Fire apparatus access roads shall have an unobstructed width of not less than 24', exclusive of shoulders and an unobstructed vertical clearance of not less than 14'.
18. [] D103.3 Amended - The minimum turning radius shall be at least 25 feet radius unless roadway or fire lane exceeds minimum requirement of 24 feet or approved by fire code official. *(Located In City Ordinances Amendments)*
19. [] D103.4 Amended - Dead-end fire apparatus access roads in excess of 150' in length shall be provided with a 100' diameter cul-de-sac or 120' hammerhead at 24' wide fire lane. *(Located In City Ordinances Amendments)*
20. [] D103.1 - Where a fire hydrant is located on a fire apparatus access road, the minimum road width shall be 26', exclusive of shoulders.

Additional Conditions:

21. The property shall be developed and used in accordance with all City Ordinances and the Site Plan shown in **Exhibit B**.

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

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

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

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

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

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

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

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

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

INTRODUCED on this the 19th day of May 2025.

ADOPTED on this the 19th day of May 2025.

EFFECTIVE DATE on this the 19th day of May 2025.

CITY OF SHERMAN, TEXAS

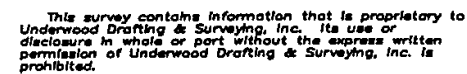
BY: _____
SHAWN TEAMANN, MAYOR

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

DRAFTING & SURVEYING

3404 INTERURBAN ROAD

DENISON, TEXAS 75021

(903)465-2151

Situated in the County of Grayson, State of Texas, being a part of Lot 1, of the final plat of James Plaza Addition, an addition to the City of Sherman, Grayson County, Texas, Plat recorded in Volume 13, Page 60, Plat Records, Grayson County, Texas, and being the same 2.289 acre tract of land described in the deed to Sherman Pag1, LLC, recorded in Doc. No. 2021-14142, Real Property Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows:

Thence with said west Right-of-Way of U.S. Hwy 75 the following calls and distances:

South 09°25'49" West, a distance of 315.18 feet to a found 1/2" steel rod;
 South 33°32'22" West, a distance of 5.85 feet to a found 1/2" steel rod;
 South 09°22'07" West, a distance of 99.88 feet to a found concrete monument;
 South 74°08'52" West, a distance of 12.06 feet to a set 1/2" steel rod;
 Thence with a non-tangent curve to the right having a radius of 710.00 feet, (chord bears South 78°22'11" West, a distance of 102.79 feet) an arc length of 102.88 feet to a set 1/2" steel rod;
 Thence North 15°33'42" West, with the west line of said Lot 1 a distance of 104.45 feet to a found P/K nail;
 Thence South 74°26'18" West, a distance of 80.00 feet to a found X cut in concrete;
 Thence North 15°21'35" West, over and across said Lot 1 a distance of 172.22 feet to a set 1/2" steel rod;
 Thence North 15°33'41" West, a distance of 99.74 feet to a set 1/2" steel rod;
 Thence North 74°56'55" East, with the north line of said Lot 1 a distance of 373.70 feet to the Point-of-Beginning and containing 2.289 acres of land.

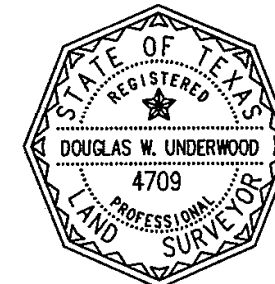
To: SHERMAN PAG1, LLC;

I hereby certify that on the 26th day of October, 2024, this survey was made on the ground as per the field notes shown on this survey and is true, correct, and accurate as to the boundaries and areas of the subject property and the size, location, and type of buildings and improvements thereon, if any, and as to the other matters shown hereon, and correctly shows the location of all visible easements and right-of-way and of all right-of-way, easements, and any other matters of record, or of which I have knowledge of have been advised, whether or not of record, affecting the subject property.

Except as shown on the survey, there are no encroachments upon the subject property by improvements on adjacent property, there are no encroachments on adjacent property, streets, or alleys by any improvements on the subject property, and there are no conflicts or discrepancies.

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


Douglas W. Underwood
Registered Professional
Land Surveyor No. 4709
State of Texas
Firm No. 10006300



DATE OF SURVEY: 03/26/24

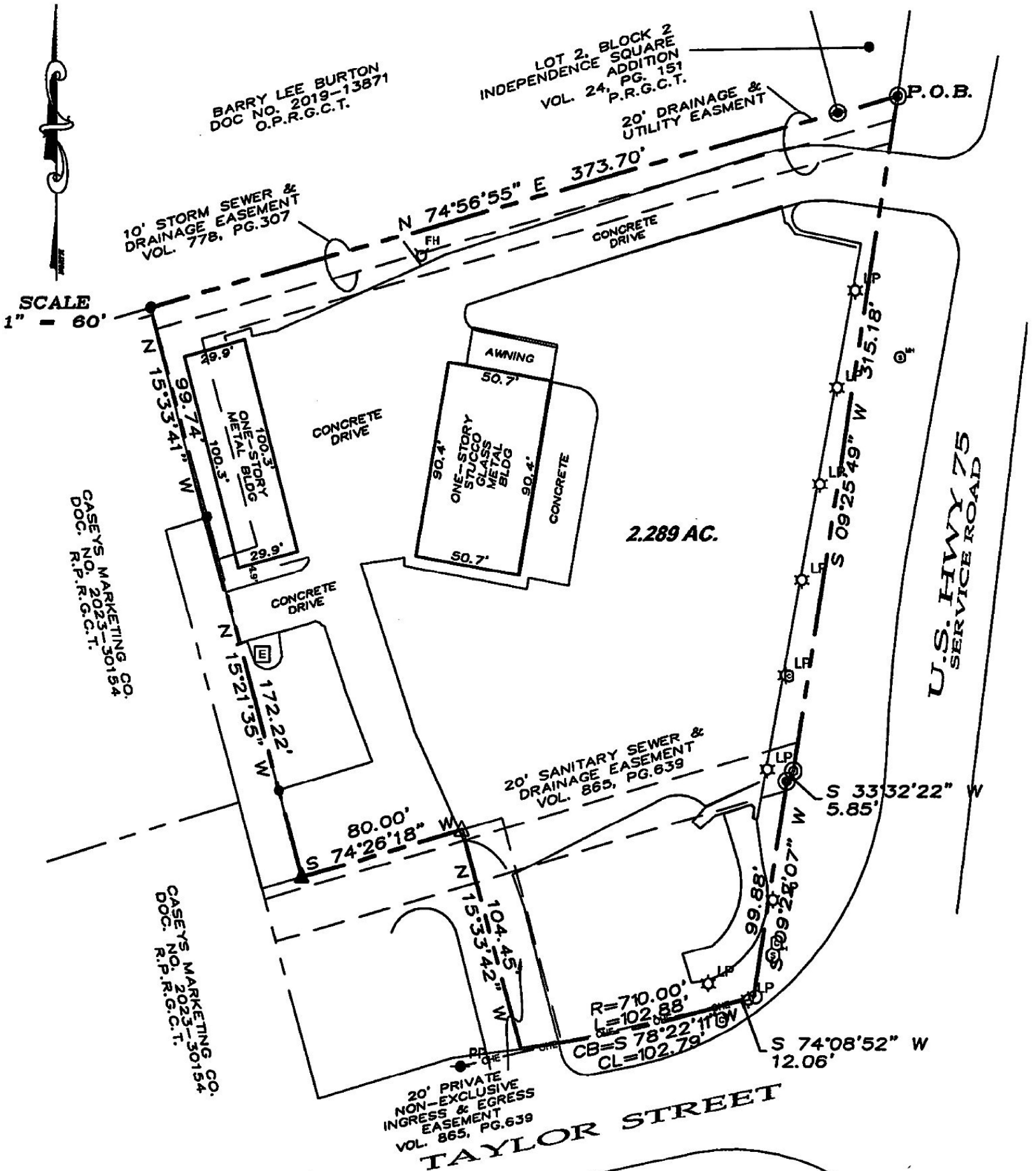
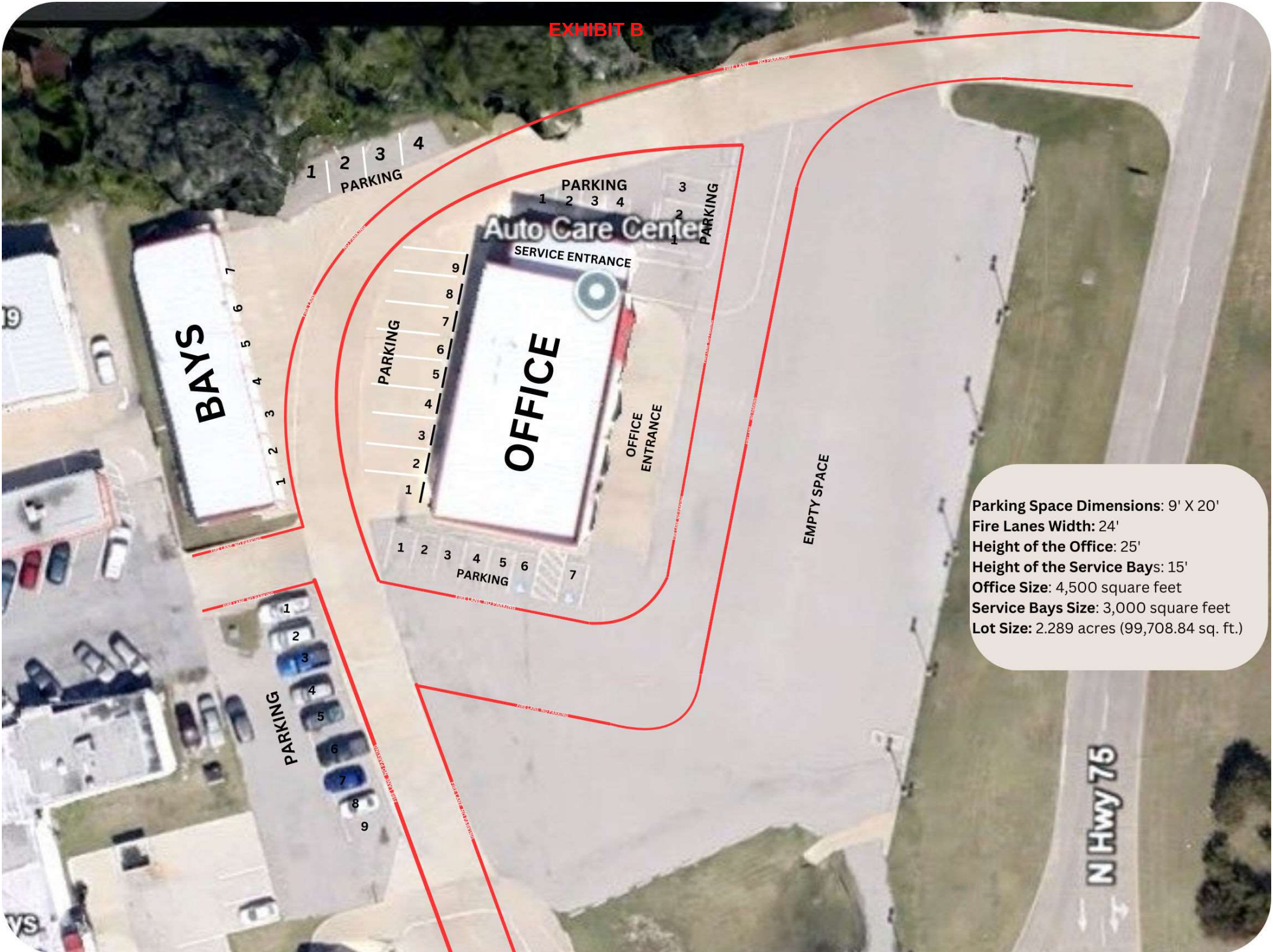


EXHIBIT B



Parking Space Dimensions: 9' X 20'
Fire Lanes Width: 24'
Height of the Office: 25'
Height of the Service Bays: 15'
Office Size: 4,500 square feet
Service Bays Size: 3,000 square feet
Lot Size: 2.289 acres (99,708.84 sq. ft.)

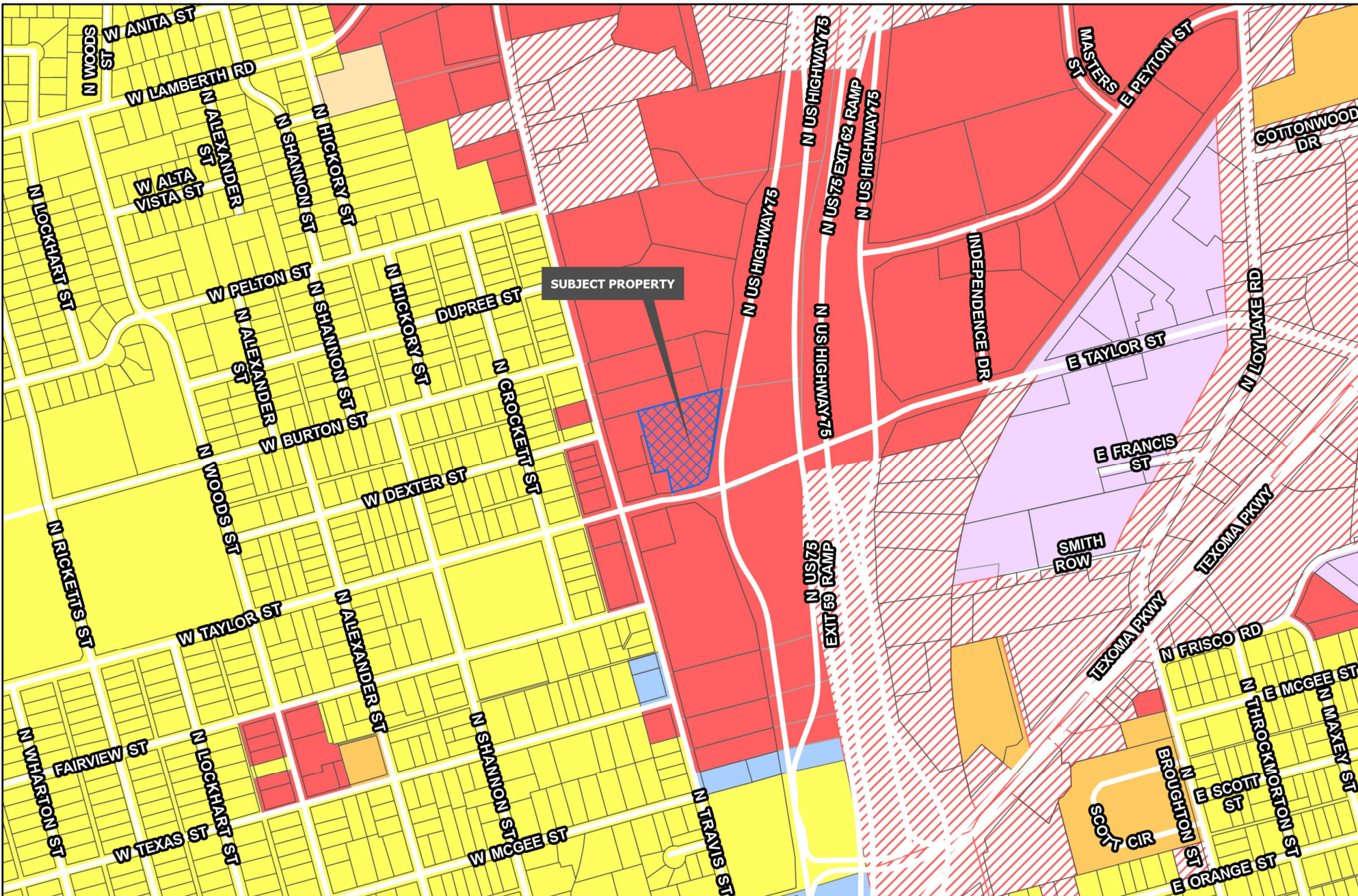


City of Sherman, Texas
Development Services Department

CITY OF SHERMAN
LOCATION MAP
1804 N HWY 75



Date: 4/2/2025 10:49 PM



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
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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
1804 N HWY 75



Date: 4/2/2025 10:49 PM



Sherman
COMMUNITY DEVELOPMENT

**NOTICE OF
PROPOSED ZONE CHANGE
AND SPECIFIC USE PERMIT
REQUEST**

PROJECT #: 25-001264

Planning & Zoning Map



FOR MORE INFORMATION
CONTACT

DEVELOPMENT SERVICES
963.885.7324



Summit
VOICE OF
PROPOSED ZONE CHANGES
AND SPECIFIC USE CHANGE
REQUEST
MEETING 26.01.2024
PLANNING DEPARTMENT
CITY OF SUMMIT
1000 E. 10TH AVENUE
SUMMIT, CO 80502
781.460.1234

Project Narrative

Project Name: Sherman Auto Center

Project Address: 1804 North Highway 75, Sherman, TX 75090

Project Description:

No changes or modifications will be made to the existing property. The facility will be used as-is, with zero adjustments to the current layout, structure, or exterior.

This project involves the establishment of an automotive mechanic shop at 1804 N75, Sherman, TX 75090. The business will offer a range of services, including oil changes, vehicle repairs, diagnostics, routine maintenance, and tire services for cars and trucks. The shop will operate as a full-service facility, focusing on the repair, maintenance, and servicing of motor vehicles.

The facility will provide professional, high-quality automotive services, including:

1. Oil Changes & Lubrication – Routine oil changes and lubrication to ensure smooth vehicle operation.
2. General Repairs – Including brake repairs, engine diagnostics, battery replacement, and other essential vehicle repairs.
3. Tire Services – Sales, installation, balancing, and rotation of tires to enhance vehicle safety and performance.
4. Preventative Maintenance – Regular inspections and maintenance to ensure vehicle safety and longevity.

The site plan is designed to ensure an efficient flow of vehicles and customers. Customer parking is located directly next to the office, allowing them to park, enter the building, and either wait inside or drop off their vehicles. Service staff will then move the vehicles into the bays for repairs or maintenance.

Additional parking spaces are located near the service bays, designated for employees and vehicles awaiting service. This setup keeps the area organized, preventing congestion and ensuring that vehicles are not stacked or left idling in front of the bays. The layout supports a smooth operational process, allowing for easy movement of both customers and service vehicles.

The proposed mechanic shop falls under the **Automotive Repair** category, which is classified as a specific use under **C2 zoning**. The requested zoning change from **C1 to C2** is necessary because automotive repair, including tire sales and installation, requires C2 zoning. Additionally, **a Specific Use Permit** will be required to align with zoning regulations and ensure full compliance with city requirements. This zoning adjustment will allow the business to operate lawfully while providing essential automotive services to the community.

We appreciate your consideration of this application and look forward to contributing to the city's commercial growth.









SHERMAN CITY COUNCIL Agenda Communication Form

City Council Regular Meeting

Agenda Item No. E.4.

Meeting Date: 5/19/2025

Prepared By: Rob Rae, Developmental Services Director

Approved By: Zachary Flores, Acting City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6834

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land consisting of 0.7561 acres being part of the G. B. Pilant Survey, Abstract No. 963, City Of Sherman, Grayson County, Texas, Located at 1024 South First Street, Heretofore M-1 (Light Manufacturing) District and R-6 (Single Family Residential) District Rezoning And Placing The Tract In The C-2 (General Commercial) District Zoning Classification, Gustavo and Rosalba Ramirez (Owners) and Copley Land Surveying (Surveyors) 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 0.7561 acres of land located at 1024 South First Street from 0.7561 an M-1 (Light Manufacturing) District and R-6 (Single Family Residential) District to a C-2 (General Commercial) District.

Background:

The property is located at 1024 South First Street at the intersection of East Spring Street and South First Street. The owner is requesting a Zone Change from an M-1 (Light Manufacturing) District and R-6 (Single Family Residential) District to a C-2 (General Commercial) District.

The following has been approved for this location:

- 11/19/2024 - A. Public Hearing and Variance under Section 14.02.018 to allow a 20' front setback in lieu of the required 40' for a covered structure in a M-1 (Light Manufacturing) District.
- 11/19/2024 - B. Public Hearing and Variance under Section 14.02.018 to allow a 20.1' rear setback in lieu of the required 40' for a covered structure in a M-1 (Light Manufacturing) District.
- 11/19/2024 - D. Public Hearing and Variance under Section 14.02.018 to allow an 8' solid metal fence in lieu of the allowed 4' decorative fence in a front yard.
- 11/19/2024 - E. Public Hearing and Variance under Section 14.04.004(b)(7) to allow a metal fence in lieu of metal panel fences not being permitted.
- 2/20/2007 - Zone Change from a R-1 (One Family Residential) District to M-1 (Light Manufacturing) District.

Capital Improvement Program:

Origination:

Gustavo and Rosalba Ramirez (Owners) and Copley Land Surveying (Surveyors)

Financial Consideration:

None

Staff Recommendation:

At the April 22, 2025, regular meeting, the Planning and Zoning Commission voted 6/0 to recommend to City Council that the Zone Change be approved. **The proposed use is compatible with the City of Sherman Comprehensive Plan.**

Alternatives:

The City Council could deny the request.

Attachments:

1. Ordinance No. 6834
2. Exhibit A - Survey
3. Location Map
4. Zoning Map
5. Future Landuse Map
6. Property Notification Sign
7. Narrative
8. Comment Response Letter

ORDINANCE NO. 6834

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 0.7561 ACRES BEING PART OF THE G. B. PILANT SURVEY, ABSTRACT NO. 963, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED AT 1024 SOUTH FIRST STREET, HERETOFORE M-1 (LIGHT MANUFACTURING) DISTRICT AND R-6 (SINGLE FAMILY RESIDENTIAL) DISTRICT REZONING AND PLACING THE TRACT IN THE C-2 (GENERAL COMMERCIAL) DISTRICT ZONING CLASSIFICATION, GUSTAVO AND ROSALBA RAMIREZ (OWNERS) AND COPLEY LAND SURVEYING (SURVEYORS) 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 1024 South First Street and all streets, roads and alleyways contiguous and/or adjacent thereto, shall be rezoned and placed in the C-2 (General Commercial) 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 19th day of May 2025.

ADOPTED on this the 19th day of May 2025.

EFFECTIVE DATE on this the 19th day of May 2025.

CITY OF SHERMAN, TEXAS

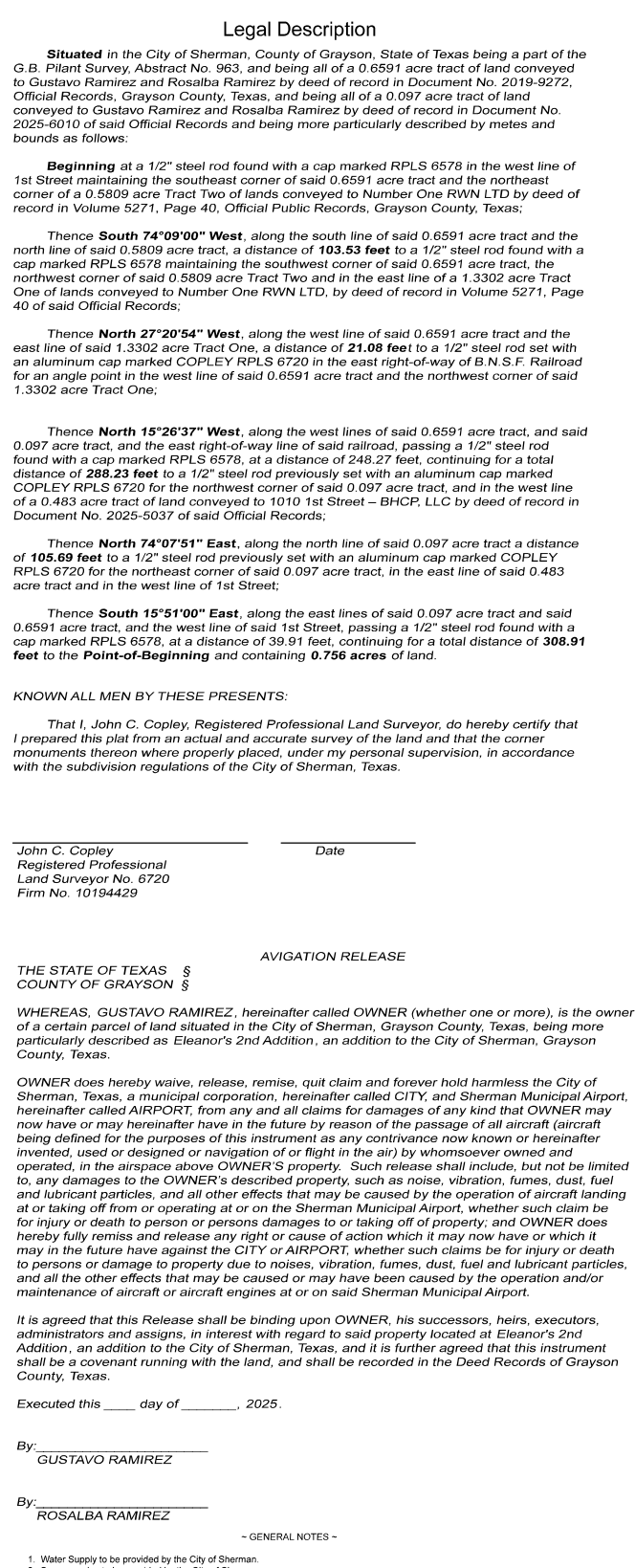
BY: _____
SHAWN TEAMANN, MAYOR

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



Situated in the City of Sherman, County of Grayson, State of Texas being a part of the G.B. Pilant Survey, Abstract No. 963, and being all of a 0.6591 acre tract of land conveyed to Gustavo Ramirez and Rosalba Ramirez by deed of record in Document No. 2019-9272, Official Records, Grayson County, Texas, and being all of a 0.097 acre tract of land conveyed to Gustavo Ramirez and Rosalba Ramirez by deed of record in Document No. 2025-6010 of said Official Records and being more particularly described by metes and bounds as follows:

Beginning at a 1/2" steel rod found with a cap marked RPLS 6578 in the west line of 1st Street maintaining the southeast corner of said 0.6591 acre tract and the northeast corner of a 0.5809 acre Tract Two of lands conveyed to Number One RWN LTD by deed of record in Volume 5271, Page 40, Official Public Records, Grayson County, Texas;

Thence **South 74°09'00" West**, along the **south line** of said 0.6591 acre tract and the north line of said 0.5809 acre tract, a distance of **103.53 feet** to a 1/2" steel rod found with a cap marked RPLS 6578 maintaining the southwest corner of said 0.6591 acre tract, the northwest corner of said 0.5809 acre Tract Two and in the east line of a 1.3302 acre Tract One of lands conveyed to Number One RWLN LTD, by deed of record in Volume 5271, Page 40 of said Official Records;

Thence **North 27°20'54" West**, along the west line of said 0.6591 acre tract and the east line of said 1.3302 acre Tract One, a distance of **21.08 feet** to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720 in the east right-of-way of B.N.S.F. Railroad for an angle point in the west line of said 0.6591 acre tract and the northwest corner of said 1.3302 acre Tract One;

Thence **North 15°26'37" West**, along the west lines of said 0.6591 acre tract, and said 0.097 acre tract, and the east right-of-way line of said railroad, passing a 1/2" steel rod found with a cap marked RPLS 6578, at a distance of 248.27 feet, continuing for a total distance of **288.23 feet** to a 1/2" steel rod previously set with an aluminum cap marked **COPLEY RPLS 6720** for the northwest corner of said 0.097 acre tract, and in the west line of a 0.483 acre tract of land conveyed to 1010 1st Street – BHPC, LLC by deed of record in Document No. 2025-5037 of said Official Records;

Thence **North 74°07'51" East**, along the north line of said 0.097 acre tract a distance of **105.69 feet** to a 1/2" steel rod previously set with an aluminum cap marked COPLEY RPLS 6720 for the northeast corner of said 0.097 acre tract, in the east line of said 0.483 acre tract and in the west line of 1st Street;

Thence **South 15°51'00" East**, along the east lines of said 0.097 acre tract and said 0.6591 acre tract, and the west line of said 1st Street, passing a 1/2" steel rod found with a cap marked RPLS 6578, at a distance of 39.91 feet, continuing for a total distance of **308.91 feet** to the **Point-of-Beginning** and containing **0.756 acres** of land.

KNOWN ALL MEN BY THESE PRESENTS:

That I, John C. Copley, 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 thereon were properly placed, under my personal supervision, in accordance with the subdivision regulations of the City of Sherman, Texas.

John C. Copley Registered Professional Land Surveyor No. 6720 Firm No. 10194429	Date
--	------

WHEREAS, GUSTAVO RAMIREZ, hereinafter called OWNER (whether one or more), is the owner of a certain parcel of land situated in the City of Sherman, Grayson County, Texas, being more particularly described as Eleanor's 2nd Addition, an addition to the City of Sherman, Grayson County, Texas.

OWNER does hereby waive, release, remise, quit claim and forever hold harmless the City of Sherman, Texas, a municipal corporation, hereinafter called CITY, and Sherman Municipal Airport, hereinafter called AIRPORT, 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 all aircraft (aircraft being defined for the purposes of this instrument as any contrivance now known or hereinafter invented and designed or to be designed, whether manned or unmanned, that is capable of being operated, in the airspace above OWNER'S property. Such release shall include, but not be limited to, any damages to the OWNER'S described 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 or taking off from or operating at or on the Sherman Municipal Airport, whether such claim be for injury or death to person or persons damages to or taking off of property; and OWNER does hereby fully remise and release any right or cause of action which it may now have or which it may hereafter have against CITY or AIRPORT, or any person or persons, for injury or death to persons or damage to property due to noises, vibration, fumes, dust, fuel and lubricant particles, and all the other effects that may be caused or may have been caused by the operation and/or maintenance of aircraft or aircraft engines at or on said Sherman Municipal Airport.

It is agreed that this Release shall be binding upon OWNER, his successors, heirs, executors, administrators and assigns, in interest with regard to said property located at Eleanor's 2nd Addition, an addition to the City of Sherman, Texas, and it is further agreed that this instrument shall be a covenant running with the land, and shall be recorded in the Deed Records of Grayson County, Texas.

Executed this _____ day of _____, 2025.

By: GUSTAVO RAMIREZ

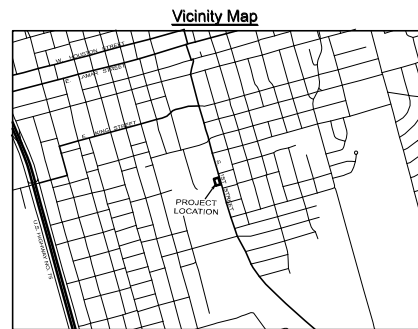
By: ROSALBA RAMIREZ

- GENERAL NOTES -

1. Water Supply to be provided by the City of Sherman.
2. Sewer service to be provided by the City of Sherman.
3. Electrical service is provided by Oncor Electrical Delivery.
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. 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.
8. The owners and builders must comply with all other local, state and federal regulations regarding developments of this type.
9. Bearings are based on the City of Sherman Control Monument Network.
10. The City of Sherman reserves the right to require submission of Development Plat based on proposed use of each lot.
11. All easements and rights of way dedicated to the City of Sherman by this plat include the following rights:
 - (i) The right of the City to change the size of any facilities installed, maintained, or operated within the area;
 - (ii) The right of the City to relocate any facilities within the area, and
 - (iii) The right of the City to remove from the area vegetation or other obstructions which endanger or may interfere with the efficiency and maintenance of any facilities within the area.

Purpose:
The purpose of this PLAT is to COMBINE 2 tract into 1 Lot.

"PRELIMINARY PLAT, FOR INSPECTION PURPOSES ONLY. IN NO WAY OFFICIAL OR APPROVED FOR RECORD PURPOSES."



That Gustavo Ramirez and Rosalba Ramirez, acting by and through its duly authorized agent, does hereby adopt this plat designating the herein described real property as the ELEANOR'S 2nd ADDITION, an addition to the City of Sherman, Grayson County, Texas, Being 0.756 acres situated in and being a portion of the G.B. Pilant Survey, Abstract No. 963, City of Sherman, Grayson County, Texas and does hereby dedicate to the public use forever the streets and easements shown on this plat. Gustavo Ramirez and Rosalba Ramirez does herein certify the following:

2. All public improvements and dedications shall be free and clear of all debt, liens, and other encumbrances.
3. The easements and public use areas, as shown, and created by this plat, are dedicated for the public use forever for the purposes indicated on this plat.
4. No buildings, fences, trees, shrubs or other improvements or growths shall be constructed or placed upon, over or across the easements as shown, except that landscape improvements may be placed in landscape easements if approved by the City of Sherman.
5. The City of Sherman is not responsible for replacing any improvements in, under, or over any easements caused by maintenance or repair.
6. Utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the public's and City of Sherman's use thereof.
7. The City of Sherman and public utilities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in the easements.
8. The City of Sherman and public utilities shall at all times have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time procuring permission from anyone.
9. All modifications to this document shall be by means of plat and approved by the City of Sherman.

WITNESS my hand at _____, _____ County, Texas, this _____ day of _____ (year).

GUSTAVO RAMIREZ

ROSALBA RAMIREZ

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 GUSTAVO RAMIREZ 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, State of Texas

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 ROSALBA RAMIREZ 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, State of Texas

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

Chairman

Secretary

*Preliminary Plat
Eleanor's 2nd Addition
an addition to
the City of Sherman
Grayson County, Texas
Being 0.756 acres in the George Pilant
Survey, Abstract No. 963*

4/1/2025

OWNERS/DEVELOPER
GUSTAVO RAMIREZ
ROSALBA RAMIREZ
1047 S. IDLEWILD DRIVE
SHERMAN, TEXAS 75090

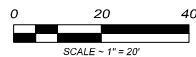
SURVEYOR
JOHN C. COPLEY
R.P.L.S. NO. 6720
1702 VERDI LN.
SHERMAN, TEXAS 75090

City Engineer,
City of Sherman

Date

Attest:

City Clerk



diagrone H:\PLANNING\Public Notification K.T.aprx

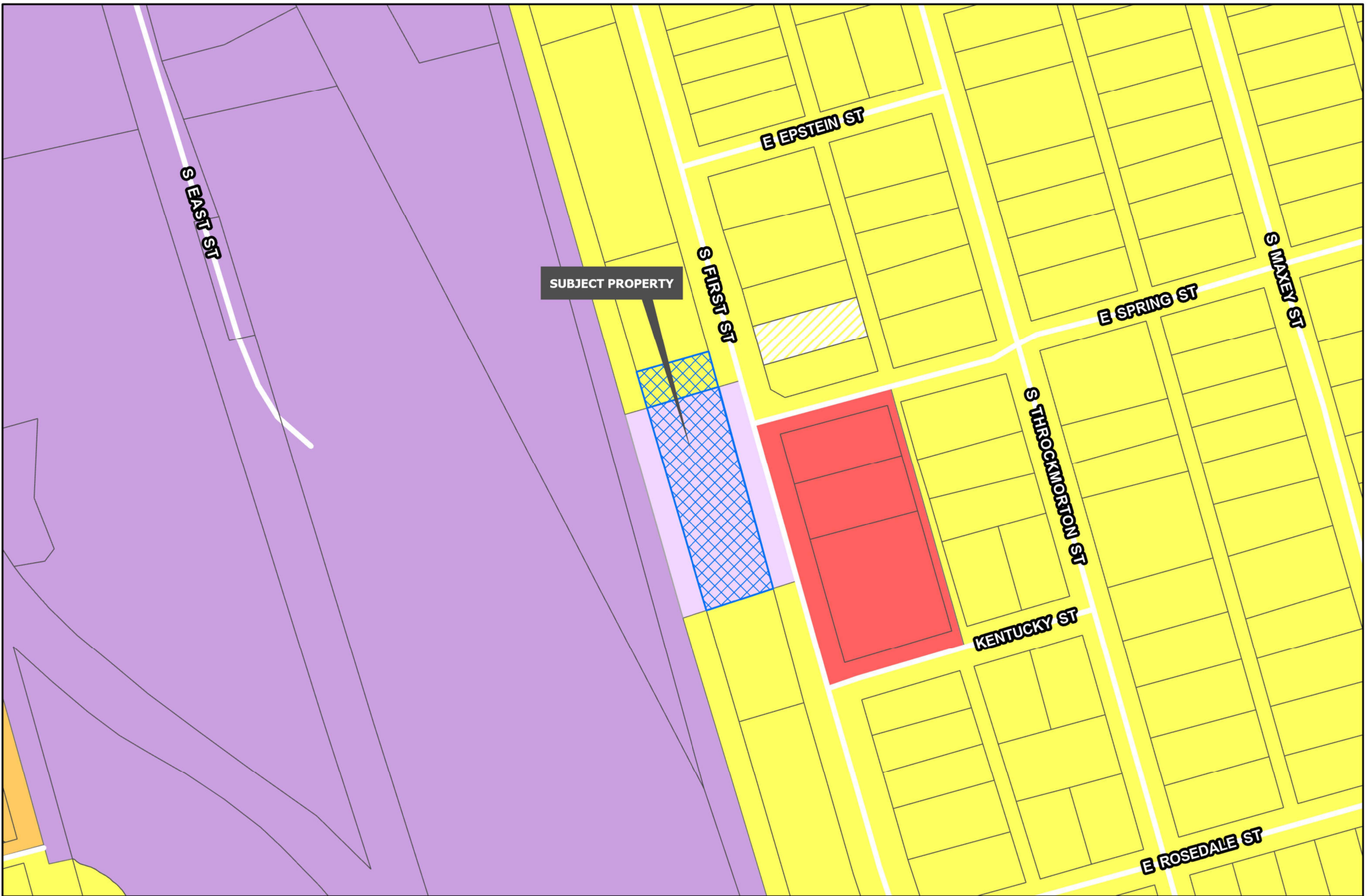


City of Sherman, Texas
Development Services Department

**CITY OF SHERMAN
LOCATION MAP
1024 S FIRST ST**



Date: 4/5/2025 3:01 PM



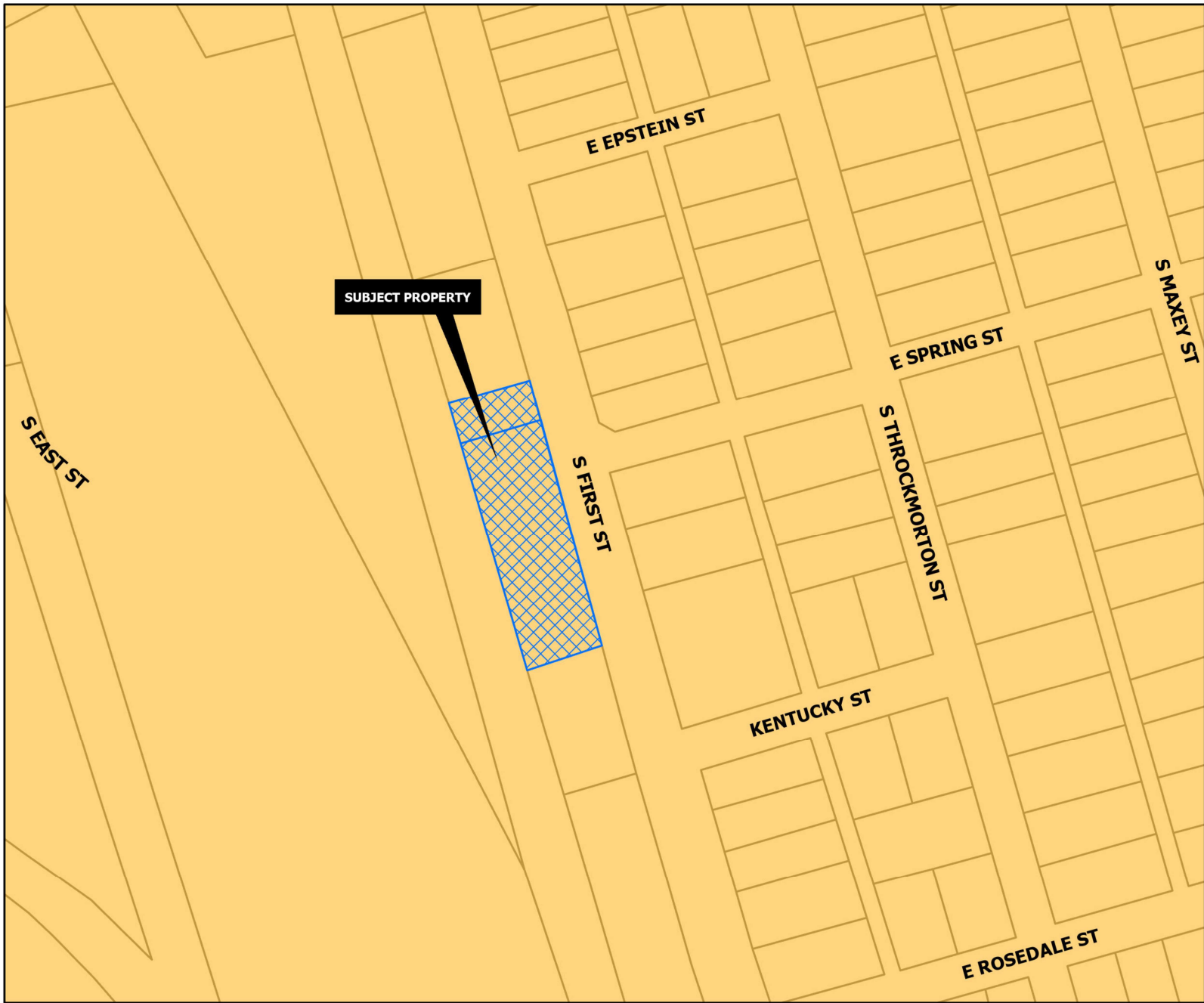
Development Services
Department

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
1024 S FIRST ST



Date: 4/5/2025 3:01 PM



CORE NEIGHBORHOOD

Intent & Character

The Core Neighborhood category is intended to protect and enhance the existing residential areas of Sherman. This area is generally located in the center of the city, east and west of US-75. A majority of the Core Neighborhood category encompasses what is known as east Sherman. This category encourages infill development that maintains the existing character, while increasing the aesthetic appeal of the community. In certain areas, an increase in density can be appropriate through the development of single-family attached products, like townhomes or quad-plexes.

Appropriate Land Use Types

- Single-family detached
- Single-family attached
- Local/neighborhood commercial and office
- Parks and open space
- Schools and civic uses

Compatible Zoning Districts

- Single-Family Residential (R-5, R-4, R-2F, and R-TH)
- Multi-Family Residential (MF-15 and MF-30)
- Manufactured Housing
- Retail Business
- Neighborhood Commercial

Considerations

- Infill that increases density should match the character of the surrounding structures.
- Small-scale commercial uses are appropriate along larger streets and should be compatible with the surrounding residential development.



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
1024 S FIRST ST



Date: 4/5/2025 3:01 PM



Gustavo Ramirez

March 11, 2025

To whom it may concern,

We request your consideration for a zoning change for our property located at 1024 S. First St. and newly acquired .097 acre parcel north of the property. We are seeking to down zone from M-1 (Light Manufacturing) to C-2 to better align with the character of the surrounding area.

As the property owner and landlord, I believe the current M-1 zoning is not the best fit for this location, as it permits industrial uses that can be disruptive to the existing neighborhood. A C-2 designation would allow for a broader range of commercial uses more in harmony with the existing residential neighborhood and business environment.

Thank you for your time and consideration.

Gustavo and Rosalba Ramirez

Comment Response Letter

1024 SOUTH FIRST STREET (Project No. 25-001149)

Zoning (Informational Only)

1. Parking requirements must be met for the requested use prior to the issuance of a Certificate of Occupancy by Sherman's Building Department. (Sec. 14.04.003(e)(1)) **Noted.**

Engineering

Engineering Informational Comments:

2. Platting of the property is required prior to building permits being issued. Code of Ordinances Chapter 10.01.005; Texas Local Government Code Title 1, Sec. 212.004 **Noted.**

3. Dedication of a 15' Wastewater Easement over the existing wastewater main along the west side of property will be required upon platting. Code of Ordinances Chapter 10.03.007(a); Engineering Design Standards Manual 6.2 **(This has been addressed in preliminary plat submittal, will be included in final plat.)**

4. New drive approaches and sidewalks shall conform to City of Sherman standards and a permit with drawing showing dimensions is required from City of Sherman Engineering Department for review and approval prior to any work being done within public right of way. Code of Ordinances Chapter 3, Division 5, Sec. 3.10.154; 10.03.003(h); Engineering Design Standards Manual 2.5 **Noted.**



City Council Regular Meeting

Agenda Item No. E.5.

Meeting Date: 5/19/2025

Prepared By: Rob Rae, Developmental Services Director

Approved By: Zachary Flores, Acting City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6835

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land consisting of 0.387 acres being a part of the G.B. Pilant Survey, Abstract No. 963, City Of Sherman, Grayson County, Texas, Located at 1010 South First Street, Heretofore R-6 (Single Family Residential) District Rezoning And Placing The Tract In The R-4 (Patio Home Residential) District Zoning Classification, BHCP, LLC (Owner) and Copley Land 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 0.387 acres of land located at 1010 South First Street from an R-6 (Single Family Residential) District to an R-4 (Patio Home Residential) District.

Background:

The property is located at 1010 South First Street near the intersection of East Spring Street and South First Street. The owner is requesting a Zone Change from an R-6 (Single Family Residential) District to a R-4 (Patio Home Residential) District in order to create four 40' lots.

This property is the location of a former auto mechanic shop that was demolished by the Neighborhood Services group under Chip Matthews.

Capital Improvement Program:

Origination:

BHCP, LLC (Owner) and Copley Land Surveying (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the April 22, 2025,, regular meeting, the Planning and Zoning Commission voted 6/0 to recommend to City Council that the Zone Change be approved. **The proposed use is compatible with the City of Sherman Comprehensive Plan.**

Alternatives:

The City Council could deny the request.

Attachments:

1. Ordinance No. 6835
2. Exhibit A - Survey
3. Location Map
4. Zoning Map
5. Future Landuse Map
6. Property Notification Sign
7. Narrative

ORDINANCE NO. 6835

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 0.387 ACRES BEING A PART OF THE G.B. PILANT SURVEY, ABSTRACT NO. 963, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED AT 1010 SOUTH FIRST STREET, HERETOFORE R-6 (SINGLE FAMILY RESIDENTIAL) DISTRICT REZONING AND PLACING THE TRACT IN THE R-4 (PATIO HOME RESIDENTIAL) DISTRICT ZONING CLASSIFICATION, BHCP, LLC (OWNER) AND COPLEY LAND 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 1010 South First Street and all streets, roads and alleyways contiguous and/or adjacent thereto, shall be rezoned and placed in the R-4 (Patio Home 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 19th day of May 2025.

ADOPTED on this the 19th day of May 2025.

EFFECTIVE DATE on this the 19th day of May 2025.

CITY OF SHERMAN, TEXAS

BY: _____
SHAWN TEAMANN, MAYOR

ATTEST:

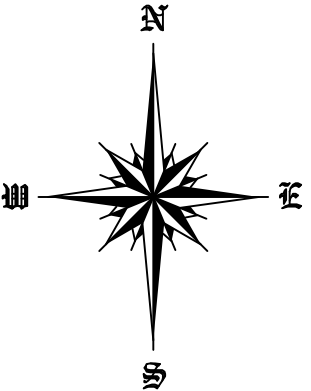
BY: _____
LINDA ASHBY, CITY CLERK

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

BY: _____
RYAN PITTMAN, CITY ATTORNEY

~ PROPERTY ADDRESS ~
1010 S. FIRST STREET
SHERMAN, TEXAS

~ BASIS OF BEARINGS ~
GRID NORTH, NAD 83
TEXAS STATE PLANE COORDINATE SYSTEM
NORTH CENTRAL ZONE (4202)



Legend

PP	POWER POLE
---	BOUNDARY LINE
---	PROPERTY LINE
---	OVERHEAD ELECTRIC
---	BUILDING
---	CHAINLINK FENCE
ASPHALT	ASPHALT
GRAVEL	GRAVEL
CONCRETE	CONCRETE

Legal Description

Situated in the City of Sherman, County of Grayson, State of Texas being a part of the G.B. Pilant Survey, Abstract No. 963, and being a part of a 0.479 acre tract of land conveyed to Crisanto Burela and Alajandro Villatoro by deed of record in Volume 4965, Page 899 of said Official Public Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows:

Beginning at a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720 for the northeast corner of said 0.479 acre tract and the southeast corner of a 0.4193 acre tract of land conveyed to Alejandro Villatoro by deed of record in Volume 5598, Page 844 of said Official Public Records and in the west line of S. First Street;

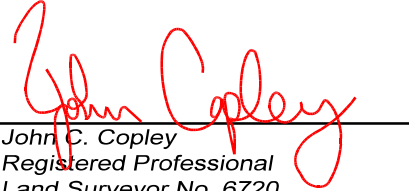
Thence **South 15°51'00" East**, along the east line of said 0.479 acre tract and the west line of said S. First Street, a distance of **160.00 feet** to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720 in the east line of said 0.479 acre tract;

Thence **South 74°07'51" West**, over and across said 0.479 acre tract, a distance of **105.69 feet** to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720 in the west line of said 0.479 acre tract and the in the east right-of-way line of B.N.S.F. Railroad;

Thence **North 15°31'08" West**, along the west line of said 0.479 acre tract and the east right-of-way of said B.N.S.F. Railroad, a distance of **160.00 feet** to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720 for the northwest corner of said 0.479 acre tract, the southwest corner of said 0.4193 acre tract;

Thence **North 74°07'51" East**, along the north line of said 0.479 acre tract and the south line of said 0.4193 acre tract, a distance of **104.76 feet** to the **Point-of-Beginning** and containing **0.387 acres** of land.

I, John C. Copley, Registered Professional Land Surveyor, do hereby certify that a survey was made on the ground of the property legally described herein, is correct, and that there are no discrepancies, conflicts, shortages in area, boundary line conflicts, encroachments, overlapping of improvements, easements or right-of-way, except as shown on the plat herewith, and that the plat herewith is a true, correct and accurate representation of the property legally described hereinabove.


John C. Copley
Registered Professional
Land Surveyor No. 6720
Firm No. 10194429
DATE OF SURVEY: 02/11/2025
DATE OF LAST REVISION: 03/07/2025



ONLY VISIBLE ABOVE GROUND UTILITIES HAVE BEEN LOCATED. UNDERGROUND UTILITIES HAVE NOT BEEN LOCATED OR SHOWN ON THIS PLAT. CALL 811 BEFORE YOU DIG.
THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. EXISTING EASEMENTS MAY AFFECT THIS PROPERTY.

**Copley Land Surveying**
1702 Verdi Ln. Sherman, Texas 75076
TX 903-415-0643,
john@copleylandsurveying.com



Copyright © 2025
Copley Land Surveying, Inc.
All rights reserved.

Copley Land Surveying



0.387 Acre

Legal Description

CIS Job# 25010049

Situated in the City of Sherman, County of Grayson, State of Texas being a part of the G.B. Pilant Survey, Abstract No. 963, and being a part of a 0.479 acre tract of land conveyed to Crisanto Burela and Alajandro Villatoro by deed of record in Volume 4965, Page 899 of said Official Public Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows:

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diagrone H:\PLANNING\Public Notification KT.aprx

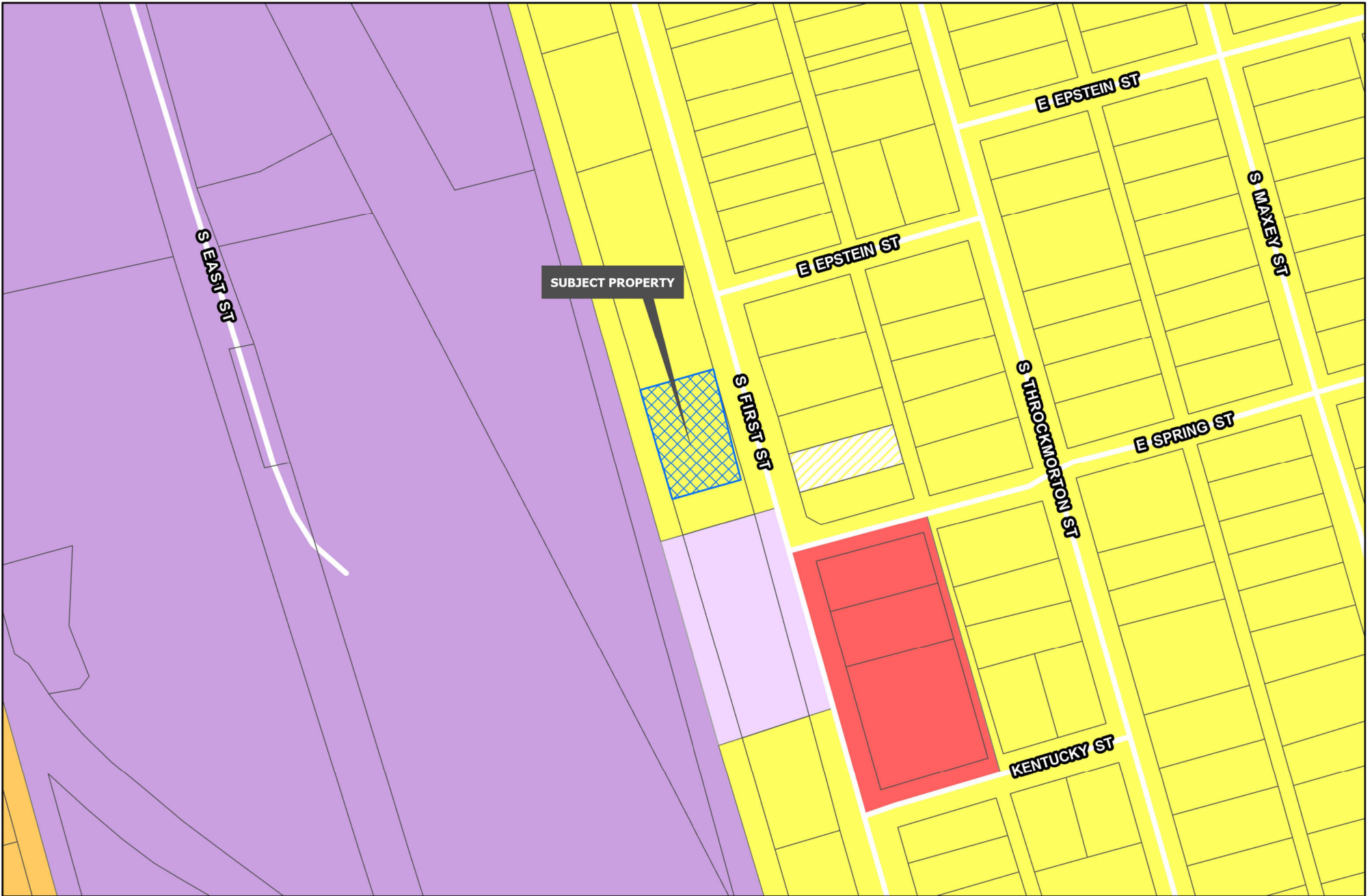


City of Sherman, Texas
Development Services Department

CITY OF SHERMAN
LOCATION MAP
1010 S FIRST ST



Date: 4/5/2025 3:01 PM



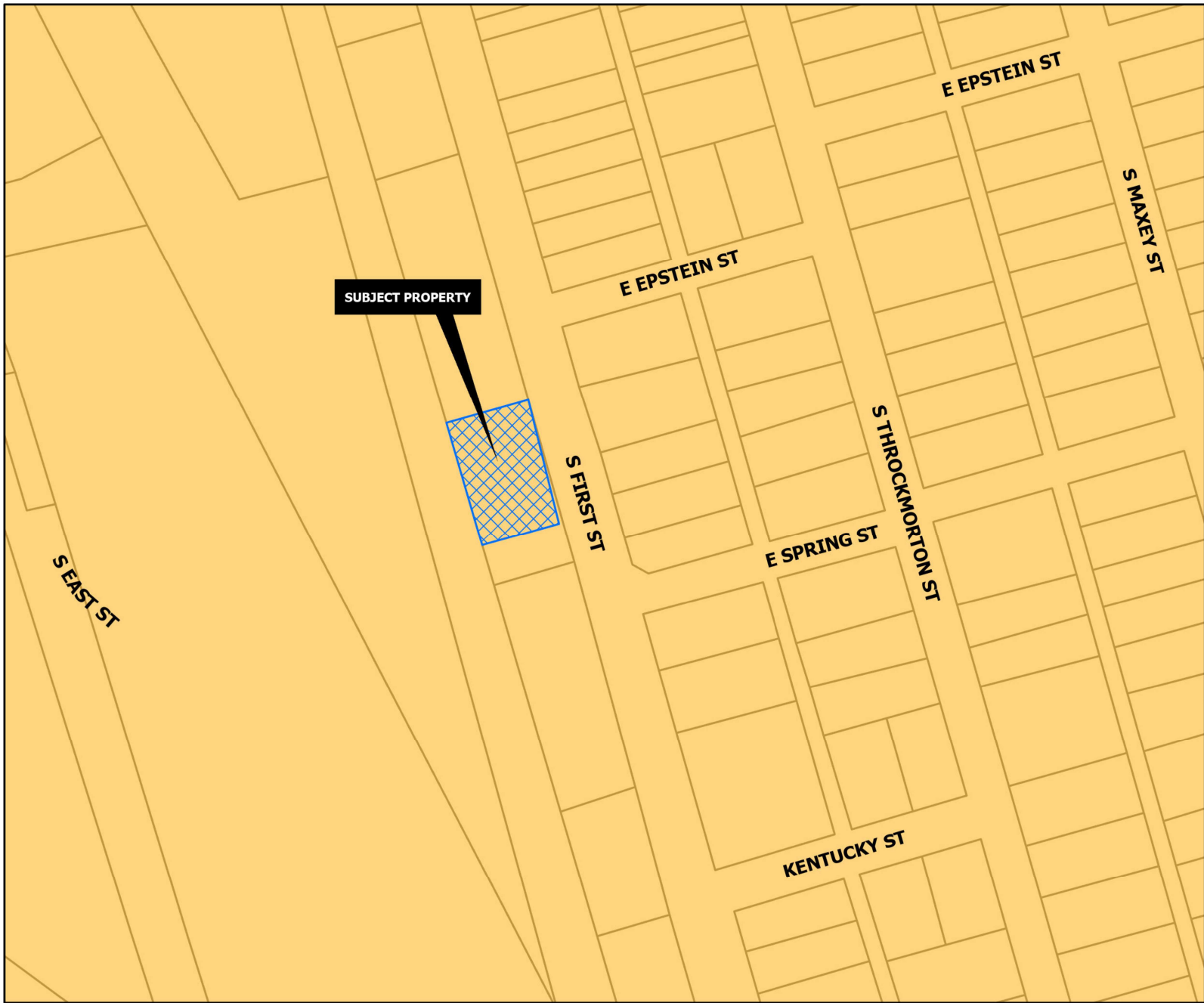
Development Services
Department

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
1010 S FIRST ST



Date: 4/5/2025 3:01 PM



CORE NEIGHBORHOOD

Intent & Character

The Core Neighborhood category is intended to protect and enhance the existing residential areas of Sherman. This area is generally located in the center of the city, east and west of US-75. A majority of the Core Neighborhood category encompasses what is known as east Sherman. This category encourages infill development that maintains the existing character, while increasing the aesthetic appeal of the community. In certain areas, an increase in density can be appropriate through the development of single-family attached products, like townhomes or quad-plexes.

Appropriate Land Use Types

- Single-family detached
- Single-family attached
- Local/neighborhood commercial and office
- Parks and open space
- Schools and civic uses

Compatible Zoning Districts

- Single-Family Residential (R-5, R-4, R-2F, and R-TH)
- Multi-Family Residential (MF-15 and MF-30)
- Manufactured Housing
- Retail Business
- Neighborhood Commercial

Considerations

- Infill that increases density should match the character of the surrounding structures.
- Small-scale commercial uses are appropriate along larger streets and should be compatible with the surrounding residential development.



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
1010 S FIRST ST



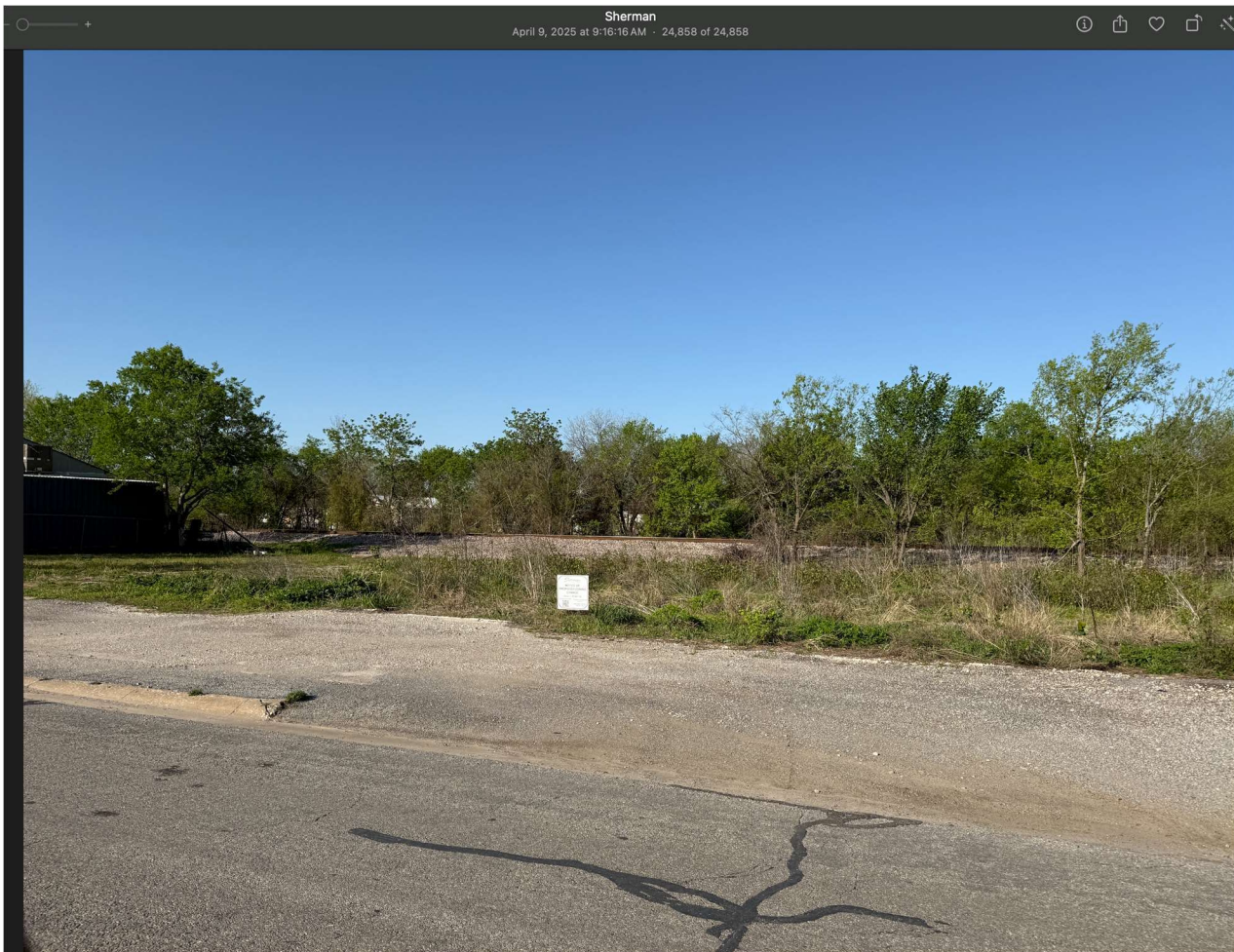
Date: 4/5/2025 3:01 PM

Marlow, Lauren

From: Planning
To: Terrin Bertholf
Subject: RE: Zoning Application 1010 S First St. Sherman, TX 75090

From: Terrin Bertholf
Sent: Wednesday, April 9, 2025 12:20 PM
To: Planning; Zach Hefton; Robby Hefton; Marlow, Lauren
Subject: Re: Zoning Application 1010 S First St. Sherman, TX 75090

Please see the attached photo with the date stamp up top.
Thanks!



Terrin Bertholf, Broker
Partner, B&H Companies

BH | CAPITAL PARTNERS
PALADIN BUILDING COMPANY

Project Narrative

1010 S. First St. Sherman, TX 75090

1010 1st Street - BHCP, LLC recently acquired the property located at 1010 1st Street, which is currently zoned R-6. Our intent is to rezone the site to R-4 which will accommodate four (4) 40-foot residential lots, with construction of new homes planned for completion within the year. We will be subsequently applying for the preliminary plat by 3.19.25.

The site was previously occupied by a mechanic's shop, which was demolished by the City of Sherman. With existing city utilities in place, the property is well-positioned for redevelopment. Given its location and infrastructure, the highest and best use for this site is affordable housing, which will contribute to the city's growing need for quality residential development.

We appreciate your consideration and look forward to working with the City of Sherman to bring this project to fruition.

-Terrin Bertholf



City Council Regular Meeting

Agenda Item No. E.6.

Meeting Date: 5/19/2025

Prepared By: Rob Rae, Developmental Services Director

Approved By: Zachary Flores, Acting City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6836

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, And Granting A Specific Use Permit To Allow Automobile repair, body work, or painting in a C-2 (General Commercial) District, Located At 1911 North Loy Lake Road, Consisting of 1.137 acres being Lot 3, Block A in the Sheldon Pavilion Replat, City Of Sherman, Grayson County, Texas Mahan Shabani (Owner), Greg Joseph (Representative) and Pacheco Koch Consulting Engineers (Surveyor) Prescribing Conditions To The Specific Use Permit; Providing A Penalty Not To Exceed \$2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

Issue:

Consideration of a Specific Use Permit for 1.137 acres of land located at 1911 North Loy Lake Road to Allow an Automobile repair, body work, or painting in a C-2 (General Commercial) District.

Background:

The property is located at 1911 North Loy Lake Road between Cottonwood Drive and East Taylor Street. The owner is requesting a Site Plan and Specific Use Permit to allow Automobile repair, body work, or painting in a C-2 (General Commercial) District.

Capital Improvement Program:

Origination:

Mahan Shabani (Owner), Greg Joseph (Representative) and Pacheco Koch Consulting Engineers (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the April 22, 2025, regular meeting, the Planning and Zoning Commission voted 7/0 to recommend to City Council that the Specific Use Permit be approved subject to the Staff Review Letter. **The proposed use is compatible with the City of Sherman Comprehensive Plan.**

Alternatives:

The City Council could deny the request.

Attachments:

1. Ordinance No. 6836
2. Exhibit A - Survey
3. Exhibit B - Site Plan
4. Location Map
5. Zoning Map
6. Future Landuse Map
7. Property Notification Sign
8. Narrative
9. Comment Response Letter
10. Site Layout
11. Elevations

ORDINANCE NO. 6836

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, AND GRANTING A SPECIFIC USE PERMIT TO ALLOW AUTOMOBILE REPAIR, BODY WORK, OR PAINTING IN A C-2 (GENERAL COMMERCIAL) DISTRICT, LOCATED AT 1911 NORTH LOY LAKE ROAD, CONSISTING OF 1.137 ACRES BEING LOT 3, BLOCK A IN THE SHELDON PAVILION REPLAT, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS MAHAN SHABANI (OWNER), GREG JOSEPH (REPRESENTATIVE) AND PACHECO KOCH CONSULTING ENGINEERS (SURVEYOR) PRESCRIBING CONDITIONS TO THE SPECIFIC USE PERMIT; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW

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

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

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

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

SECTION 1. That, from and after the effective date of this Ordinance, the property located at 1911 North Loy Lake Road, City of Sherman, Grayson County, Texas is/are granted a Specific Use Permit to Automobile repair, body work, or painting, subject to the conditions described in this Ordinance and that Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14 is hereby amended so as to hereafter include property on **Exhibit A – Survey**.

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

Zoning:

1. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's Zoning Ordinance/Code of Ordinance Chapter 14.
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal. (*Code of Ordinances Chapter 3.02(c)*)
3. Fence Permits shall be permitted separately from the building permit and must adhere to the City's Zoning Ordinance/Code of Ordinance Chapter 14. (*Sec. 14.04.004*)
4. Sign Permits shall be permitted separately from the building permit and must adhere to the City's Zoning Ordinance/Code of Ordinance Chapter 14. (*Article 14.07*)
5. Only one freestanding sign is allowed on this lot. The second freestanding sign shall be removed prior to the issuance of a Certificate of Occupancy.
6. The use of the property must comply with all Federal and State Laws and regulations and with all the ordinances, rules and regulations of the City of Sherman.
7. No outside parking or storage of dismantled, junk or inoperable vehicles, wrecks, tires, displays or parts are permitted.
8. The property must be properly maintained in a state of good repair and neat appearance.
9. The required parking spaces shall be a minimum of 9' by 20' and this measurement must be shown on the Site Plan. (*Sec. 14.04.003(d)(3)(A)*)
10. The granting of the Specific Use Permit has no effect on the uses permitted as of right and does not waive the regulations of the underlying zoning district.
11. A Specific Use Permit is an amendment to the district regulations of the Zoning Ordinance that permits the establishment of a specific use within a zoning district in which such specific use may be established unless such use of land or structure is discontinued or abandoned for a period of thirty (30) consecutive days in which event such Specific Use Permit shall be void and such use may not thereafter be resumed unless a new Specific Use Permit is granted in accordance with this section. (*Chapter 14, Sec. 14.06.009(a)(1)(C)*)
12. The approval of a Site Plan shall be effective for a period of two (2) years from the date of approval, at the end of which time the Site Plan shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Site Plan was approved.
13. Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission
14. Notwithstanding anything to the contrary herein, the Specific Use Permit granted in this Ordinance shall automatically expire, terminate and be rescinded in the event that a person or entity other than Greg Joseph, Endurance Automotive is the owner or lessee of the Property.
15. Notwithstanding anything to the contrary herein, the Specific Use Permit granted in this Ordinance shall automatically expire, terminate and be rescinded on the first anniversary of the effective date identified below, unless earlier terminated, rescinded, extended or renewed by separate action of the City Council. The owner of the property subject to the Specific Use Permit must receive City Council approval of an application to extend or renew the Specific Use Permit prior to the expiration thereof.

Engineering

16. Site plan does not show Mutual Access Easement as established in Volume 2669, Page 176 of the Official Public Records of Grayson County, Texas and shown on the Replat Sheldon

Pavilion, filed of record in Volume 14, Page 88 of the Plat Records of Grayson County, Texas.

17. Site plan does not show 30' Drainage Easement as established in Volume 1935, Page 705 of the Real Property Records of Grayson County, Texas and shown on the Replat Sheldon Pavilion, filed of record in Volume 14, Page 88 of the Plat Records of Grayson County, Texas.
18. Any new drive approaches and sidewalks shall conform to City of Sherman standards and a permit with drawing showing dimensions is required from City of Sherman Engineering Department for review and approval prior to any work being done within public right of way. *Code of Ordinances Chapter 3, Division 5, Sec. 3.10.154; 10.03.003(h); Engineering Design Standards Manual 2.5*

Additional Conditions:

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

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

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

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

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

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

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

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INTRODUCED on this the 19th day of May 2025.

ADOPTED on this the 19th day of May 2025.

EFFECTIVE DATE on this the 19th day of May 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

11/14/2001 - 12:45PM
M: DWG-18 1858-07A.DWG

KNOW ALL MEN BY THESE PRESENTS:

THAT, I Neil D. Culver, 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.

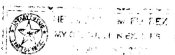


Neil D. Culver
Registered Professional Land Surveyor
No. 52111
Date:

STATE OF TEXAS
COUNTY OF DALLAS

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Neil D. Culver 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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 14 day of November, 2001.



Harold M. Xin
Notary Public in and for the State of Texas

Notes

- Bearing system for this survey based on a bearing of South 41 degrees, 25 minutes, 00 seconds West for the northwest line of Texoma Parkway, as described in Warranty Deed to L.H. Consultants, Inc. recorded in Volume 2519, Page 591 of the Deed Records of Grayson County, Texas

OWNER:
SHELDON PAVILION, L.P.
5001 SPRING VALLEY ROAD
STE 400 EAST
DALLAS, TEXAS 75244-3910
(972)383-1220

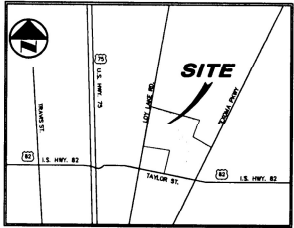
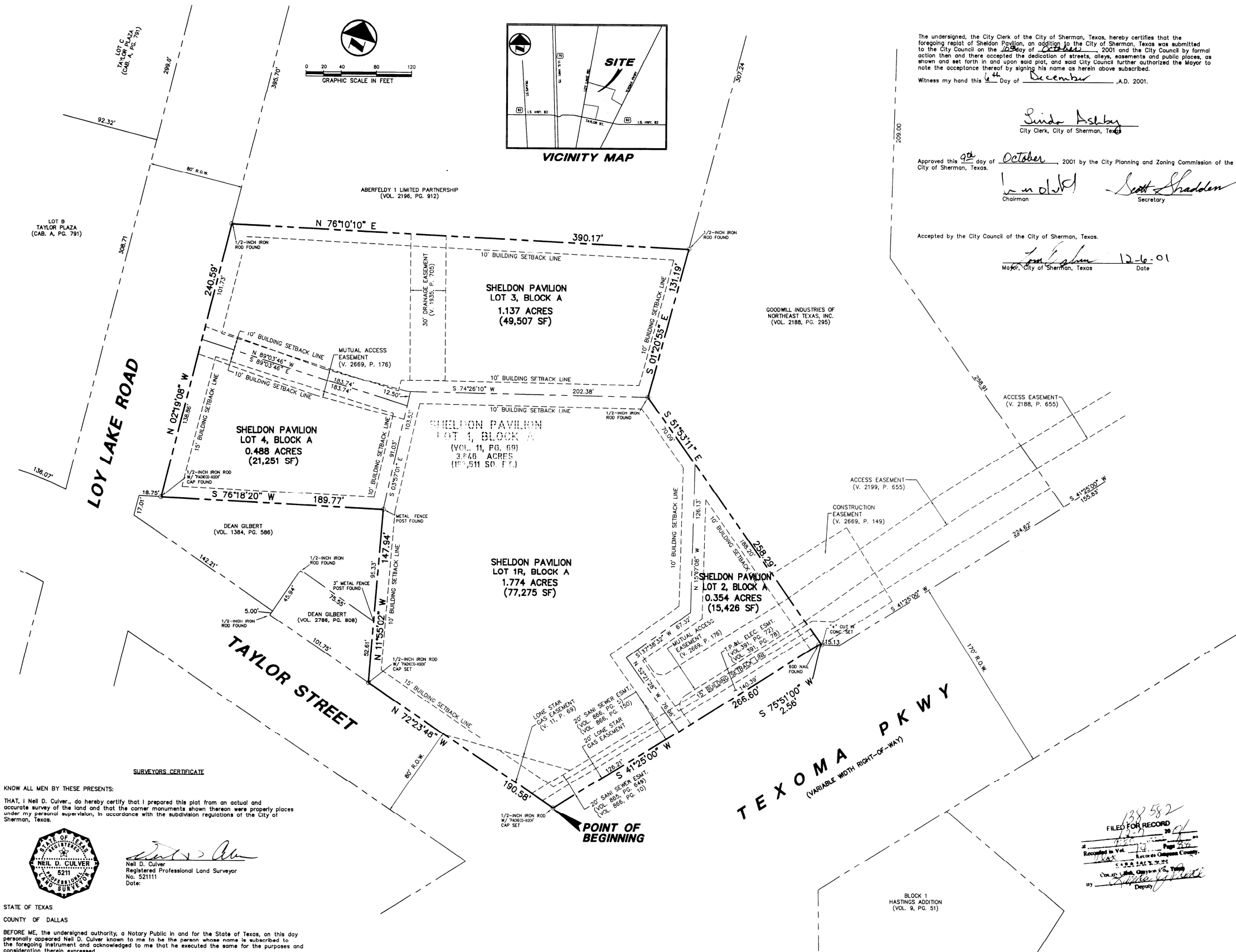


Pacheco Koch Consulting Engineers

9401 LBJ FREEWAY SUITE 300 DALLAS, TEXAS 75243 972.235.3031

DRAWN BY	CHECKED BY	SCALE	DATE	JOB NUMBER
NDC	JAK	1"=40'	09/24/2001	1858-97.204

VOL 14 Pg 88



VICINITY MAP

The undersigned, the City Clerk of the City of Sherman, Texas, hereby certifies that the foregoing plat of Sheldon Pavilion, an addition to the City of Sherman, Texas, was submitted to the City Council on the 13th day of November, 2001 and the City Council by formal action then and there accepted the dedication of streets, alleys, easements and public places, as shown and set forth in and upon said plat, and said City Council further authorized the Mayor to note the acceptance thereof by signing his name as herein above subscribed.

Witness my hand this 14th day of November, A.D. 2001.

Sandra Asberry
City Clerk, City of Sherman, Texas

Approved this 9th day of October, 2001 by the City Planning and Zoning Commission of the City of Sherman, Texas.

Chairman

Secretary

Accepted by the City Council of the City of Sherman, Texas.

Mayor, City of Sherman, Texas

OWNER'S CERTIFICATE

WHEREAS, Sheldon Pavilion, L.P. and Sherman-Texoma Development, L.P. are the owners of a 3.753 acre tract of land situated in the S. McAnair Survey, Abstract No. 763, City of Sherman, Grayson County, Texas; said tract being Sheldon Pavilion, Lot 1, Block A, an addition to the City of Sherman, Texas according to the plat recorded in Volume 11, Page 69 of the Deed Records of Grayson County, Texas; said 3.753 acre tract being more particularly described as follows:

BEGINNING, at a 1/2-inch iron rod with "Pacheco Koch" cap set at the intersection of the northwest line of Texoma Parkway (a variable width right-of-way) and the northeast line of Taylor Street (an 80 foot wide right-of-way), said point being the most southern corner of said Lot 1;

THENCE, North 72 degrees, 23 minutes, 48 seconds West, along the said northeast line of Taylor Street, a distance of 190.58 feet to a 1/2-inch iron rod with "Pacheco Koch" cap set for corner; said point also being the southeast corner of a tract of land described in Warranty Deed to Dean Gilbert recorded in Volume 2786, Page 808 of the Deed Records of Grayson County, Texas;

THENCE, North 11 degrees, 55 minutes, 02 seconds West, departing said northeast line of Taylor Street and along the east line of said Gilbert tract, at a distance of 52.61 feet passing a 3-inch metal fence post found corner of said Gilbert tract, said point also being the easternmost southeast corner of a tract of land described in Warranty Deed to Dean Gilbert, recorded in Volume 1384, Page 586, of the Deed Records of Grayson County, Texas, continuing along the west line of said Gilbert tract, in all a distance of 147.94 feet to a metal fence post found for corner;

THENCE, South 76 degrees, 18 minutes, 20 seconds West, along the north line of said Gilbert tract, a distance of 189.77 feet to a 1/2-inch iron rod with "Pacheco Koch" cap found in the east line of Loy Lake Road (an 80 foot wide right-of-way);

THENCE, North 02 degrees, 19 minutes, 08 seconds West, departing the north line of said Gilbert tract and along the said east line of Loy Lake Road, a distance of 240.59 feet to a 1/2-inch iron rod found for corner; said point being the southwest corner of a tract of land described in deed to Aberfeldy 1 Limited Partnership, recorded in Volume 2196, Page 912 of the Deed Records of Grayson County, Texas;

THENCE, North 76 degrees, 10 minutes, 10 seconds East, departing the said east line of Loy Lake Road and along the south line of said Aberfeldy tract, a distance of 380.17 feet to a 1/2-inch iron rod found for corner; said point being the west line of a tract of land described in a Warranty Deed to Goodwill Industries of Northeast Texas, Inc., recorded in Volume 2188, Page 295 of the Deed Records of Grayson County, Texas;

THENCE, South 01 degrees, 20 minutes, 55 seconds East, departing the south line of said Aberfeldy tract and along the said west line of the Goodwill tract, a distance of 131.19 feet to a 1/2-inch iron rod found at an angle point;

THENCE, South 51 degrees, 53 minutes, 11 seconds East, along a southwest line of said Goodwill tract, a distance of 258.29 feet to a "x" cut in concrete set in the said northwest line of Texoma Parkway;

THENCE, South 75 degrees, 51 minutes, 00 seconds West, along the said northwest line of Texoma Parkway, a distance of 246.60 feet to a 60d nail found at an angle point;

THENCE, South 41 degrees, 25 minutes, 00 seconds West, continuing along said northwest line of Texoma Parkway, a distance of 266.60 feet to the POINT OF BEGINNING;

CONTAINING, 163,459 square feet or 3.753 acres of land, more or less.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT SHELDON PAVILION, L.P., acting herein by and through Brett S. Sheldon, it's authorized agent, and SHERMAN-TEXOMA DEVELOPMENT, L.P. acting herein by and through Brett S. Sheldon, it's authorized agent, do hereby adopt this plat designating the herein above described property as SHELDON PAVILION ADDITION, being an addition to the City of Sherman, Texas, and does hereby dedicate to the City of Sherman, Texas, for public use forever, the streets, alleys, public use areas and easements shown thereon. The streets and the alleys are dedicated for street purposes. The Easements and public use areas, as shown, are dedicated to the City of Sherman, Texas, for the public use forever, for the purposes indicated on this plat. No buildings, fences, trees, shrubs or other improvements or growths shall be constructed or placed upon, over or across the Easements as shown, except that landscape improvements may be placed in Landscape Easements, if approved by the City of Sherman. In addition, Utility Easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the Public's and City of Sherman's use thereof. The City of Sherman and public utility entities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in said Easements. The City of Sherman and public utility entities shall at all times have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and adding to or removing all or parts of their respective systems without the necessity at any time of procuring permission from anyone.

That the undersigned does hereby covenant and agree that he (they) shall construct upon the fire lane easements, as dedicated and shown hereon, a hard surface and that he (they) shall maintain the same in a state of good repair at all times and keep the same free and clear of any structures, fences, trees, shrubs, or other improvements or obstruction, including but not limited to the parking of motor vehicles, trailers, boats or other impediments to the access of fire apparatus. The maintenance of paving on the fire lane easements is the responsibility of the owner, and the owner shall post and maintain appropriate signs in conspicuous places along such fire lanes, stating "Fire Lane, No Parking". The Fire Marshal or his duly authorized representative or the Chief of Police or his duly authorized representative is hereby authorized to cause such fire lanes and utility easements to be maintained free and unobstructed at all times for fire department and emergency use.

This plat approved subject to all platting ordinances, rules, regulations and resolutions of the City of Sherman, Texas.

WITNESS, my hand at Dallas, Texas, this 13 day of November, 2001.

By: Sheldon Pavilion, L.P.,
a Texas limited partnership
By: The Sheldon Capital Company, L.L.C.,
a Texas limited liability company,
as General Partner

Brett S. Sheldon
Title: President

By: Sherman-Texoma Development, L.P.,
a Texas limited partnership
By: The Sheldon Capital Company, L.L.C.,
a Texas limited liability company,
as General Partner

Brett S. Sheldon
Title: President

STATE OF TEXAS
COUNTY OF DALLAS

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Brett S. Sheldon 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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 13 day of November, 2001.

Sharon Crow
Notary Public in and for the State of Texas

STATE OF TEXAS
COUNTY OF DALLAS

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Brett S. Sheldon 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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 13 day of November, 2001.

Sharon Crow
Notary Public in and for the State of Texas

REPLAT

SHELDON PAVILION

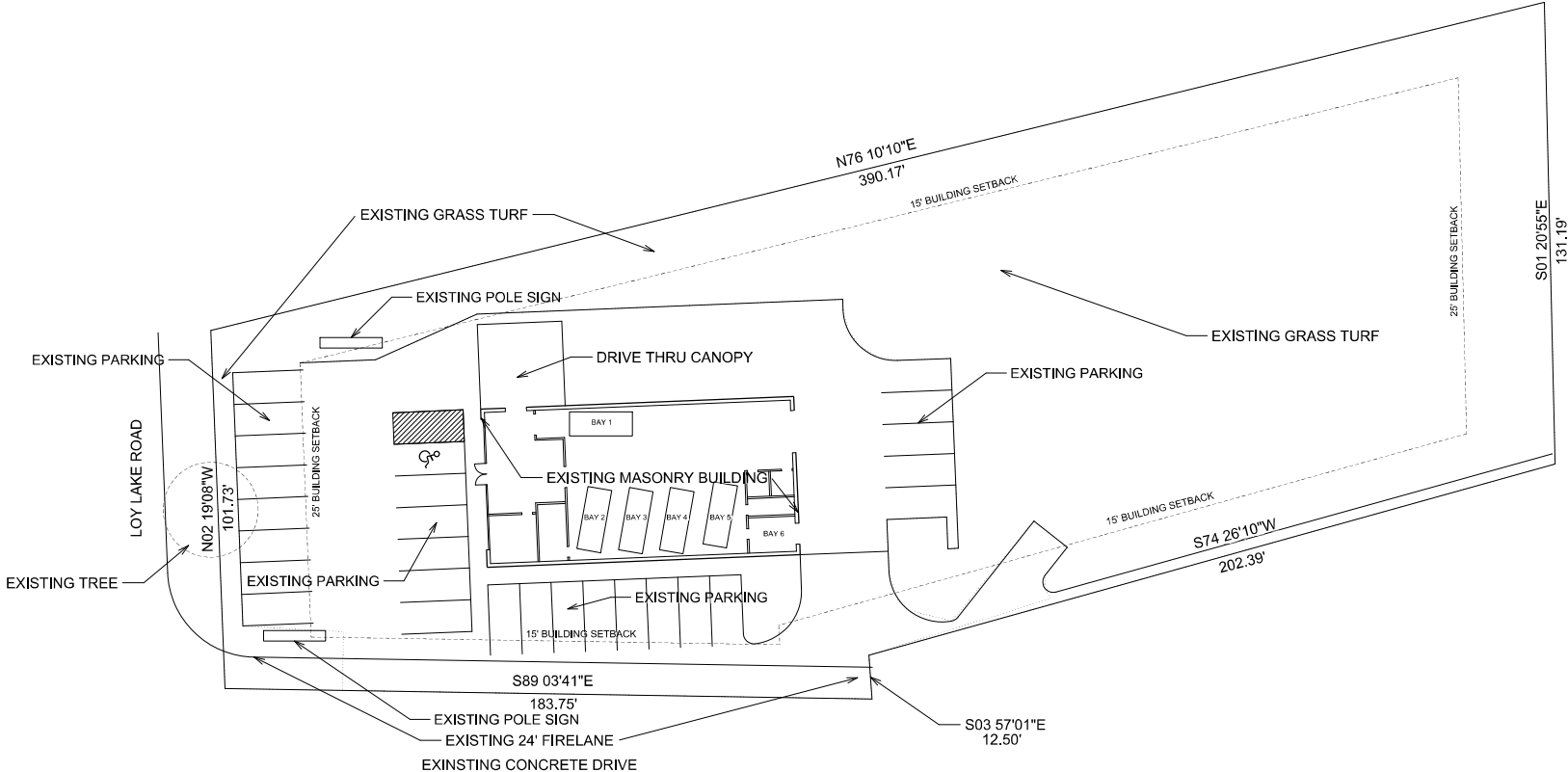
AN ADDITION TO THE CITY OF SHERMAN, TEXAS
AND BEING OUT OF THE
J.B. McANAIR SURVEY, ABSTRACT NO. 763,
GRAYSON COUNTY, TEXAS



Pacheco Koch Consulting Engineers

9401 LBJ FREEWAY SUITE 300 DALLAS, TEXAS 75243 972.235.3031

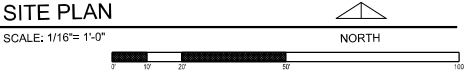
DRAWN BY	CHECKED BY	SCALE	DATE	JOB NUMBER
NDC	JAK	1"=40'	09/24/2001	1858-97.204



BUILDING UNIT TABLE			
UNIT TYPE	BUILDING AREA		
ENCLOSED	4050		
CANOPY	576		

SITE TABULATION TABLE	
PROPERTY SQ. FT.	49,509 SQ. FT.
PARKING REQUIRED	12 SPACES
PARKING PROVIDED	27 SPACES
CURRENT ZONING	C-2
EXISTING HARD SURFACE	20,124 SQ. FT.
HARD SURFACE AREA	20,124 SQ. FT.
LANDSCAPED AREA	29,385 SQ. FT.
FLOOR TO AREA RATIO	0.41

PARKING CALCULATIONS		
UNIT TYPE	UNITS ON SITE	PARKING REQUIREMENTS
SERVICE BAYS	6	2 PER BAY
TOTAL PARKING REQUIRED		12
TOTAL PARKING PROVIDED		27



diagrone H:\PLANNING\Public Notification K.T.aprx

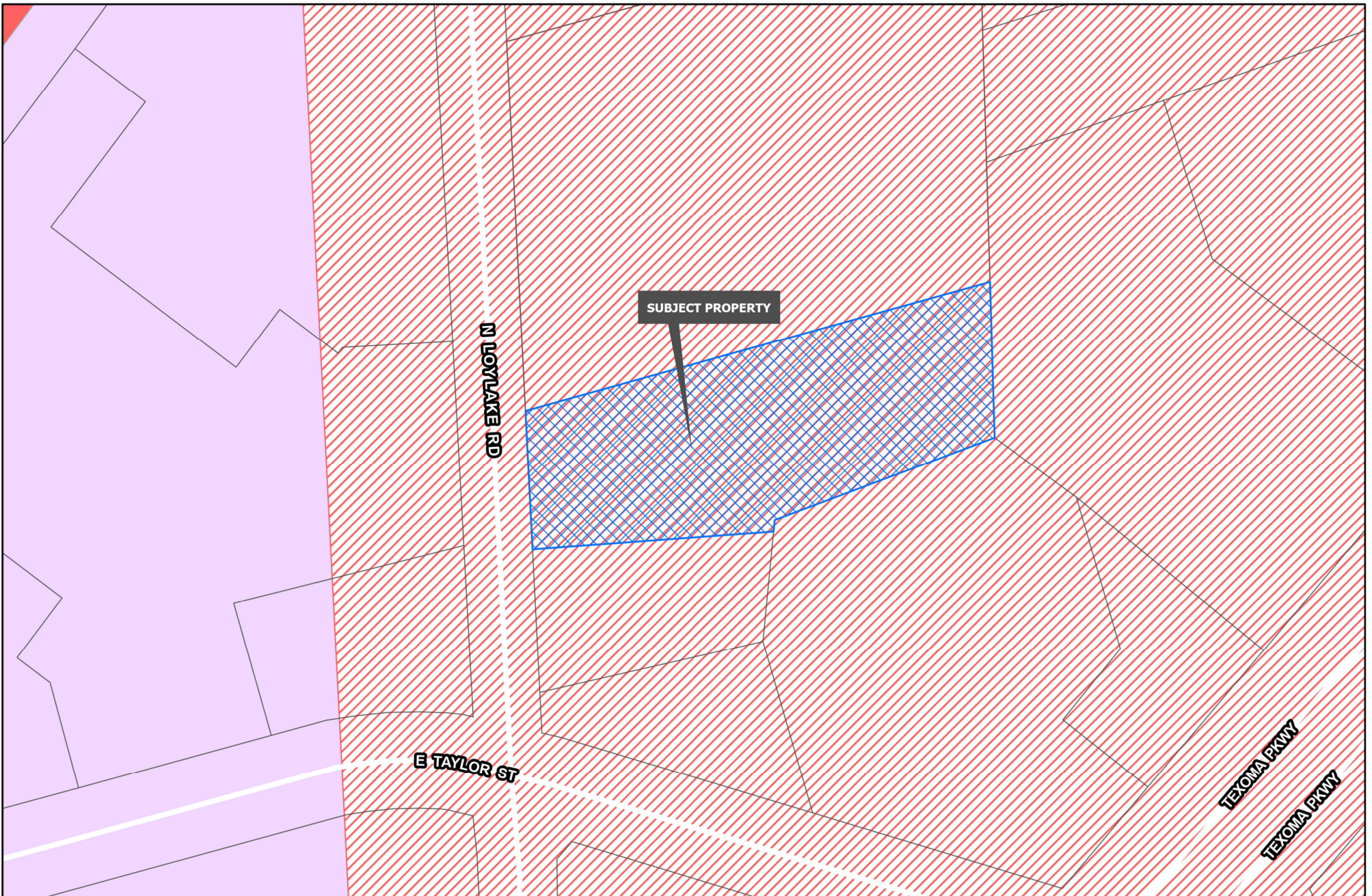


City of Sherman, Texas
Development Services Department

**CITY OF SHERMAN
LOCATION MAP
1911 LOY LAKE RD**



Date: 4/5/2025 3:01 PM



Sherman
CLASSIC TOWN. BROAD HORIZON.

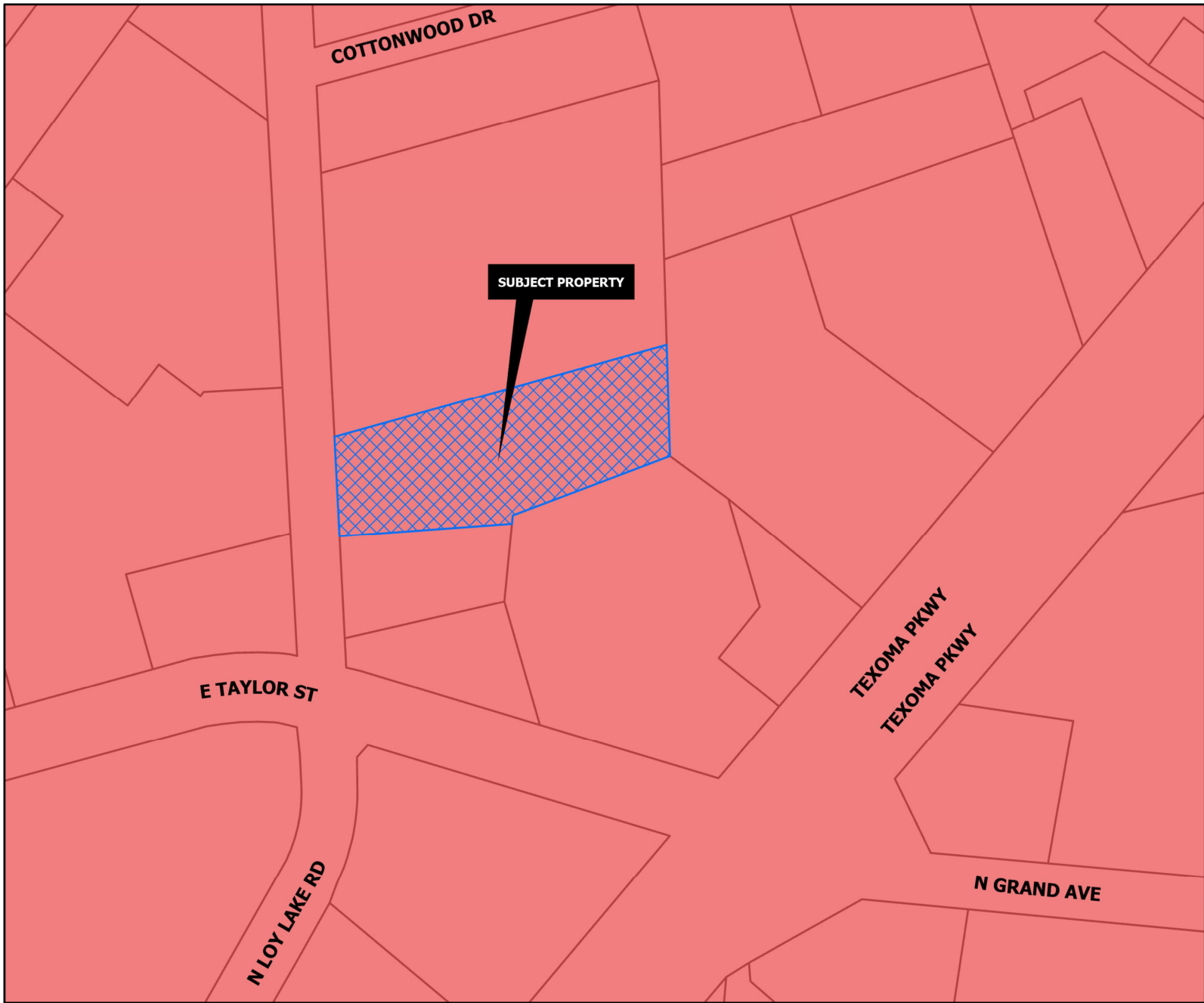
Development Services
Department

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
1911 LOY LAKE RD



Date: 4/5/2025 3:01 PM



REGIONAL COMMERCIAL

Intent & Character

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

Appropriate Land Use Types

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

Compatible Zoning Districts

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

Considerations

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



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
1911 LOY LAKE RD



Date: 4/5/2025 3:01 PM

Marlow, Lauren

From: Planning
To: Greg Joseph
Subject: RE: 1911 Loy Lake Rd SUP submission

From: Greg Joseph
Sent: Wednesday, April 9, 2025 12:50 PM
To: Planning
Cc: Planning
Subject: Re: 1911 Loy Lake Rd SUP submission

Kerri,

Does this work?



Sincerely,
Greg Joseph
Endurance Automotive - Owner

ENDURANCE AUTOMOTIVE

Endurance Automotive will be a family-owned full-service auto repair shop in Sherman providing complete auto care for our customers. The first location for Endurance Automotive will be located at 1911 Loy Lake rd in Sherman.

The Lobby and employee office area is a 1000 sq ft space that will house the waiting area, retail sales and the office/admin portion of the business. Guests are more than welcome to wait on repairs or services in our comfortable waiting area complete with free coffee, snacks, Wifi and television. However, Endurance Automotive will offer complimentary shuttle service to and from the facility for guests that choose to wait in the comfort of their homes.

Directly behind the lobby is the fully enclosed production facility for the purpose of full-service auto repair on all makes and all models. The 3,000 sq ft space is sufficient to house: one 4 post 14k lb lift/alignment rack, two 2 post 12k lb lifts, and two 9k lb scissor lifts for a total of 5 lifts. The production facility will be equipped with the latest in automotive repair equipment and technology applicable to all makes and all models.

Overall, the site will have a total of 27 dedicated parking spaces. Traffic flow is easily identified on the site plan and capable of handling a large number of customers at any given time.

Endurance Automotive will be a new and complete type of automotive repair in the Texoma area. Customer service is of the upmost importance to Endurance and we will serve our customers differently than they have come to expect with automotive repair. You will see a Complete Difference. We look forward to servicing Texoma

Greg Joseph

Endurance Automotive – owner

Comment Response

Good Afternoon,

It seems from the staff comments that the resolution to most of the issues was to have a new site plan drawn with legible writing. I worked with my agent and ordered a new site plan with all legible writing and have confirmed that we have covered all of the points outlined on the staff comments.

Additionally, I am providing elevation photos of the existing building. I will send another front elevation photo with my shop logo inserted once I am able to coordinate with my graphic artist.

I have updated the project narrative and removed the section about additional parking on non-improved areas. I completely understand the ordinance and will not park or store vehicles on non-improved areas.

Please let me know if you have any questions

Greg Joseph

Endurance Automotive – Owner

Mobile – 972-658-6535

ABERFELDY LIMITED
PARTNERSHIP
VOL. 2196, PG. 912

SURVEY PLAT
YD. COMPASS BANK, LANDAMERICA COMMONWEALTH TITLE COMPANY, AND SUPER DRY CLEANERS OF
SHERMAN, L.C.

This is to certify that I have, this date, made or on the ground survey of the property located on
1911 Loy Lane Road in the City of Sherman, Texas, described as follows:

Lot 3, Block A, of the Region of Sheldon Pavilion, an Addition to the City of Sherman, Grayson
County, Texas, according to the plat thereof recorded in volume 14, Page 88, of the Plat Records
of Grayson County, Texas.

GOODWILL INDUSTRIES OF NORTH TEXAS, INC.
VOL. 2768, PG. 283

LOT 3, BLOCK A
SHELDON PAVILION
VOL. 14, PG. 88

LOT 4, BLOCK A
SHELDON PAVILION
VOL. 14, PG. 88

LOT 1R, BLOCK A
SHELDON PAVILION
VOL. 14, PG. 88

JEAN GILBERT
VOL. 1384, PG. 586

LEGEND

- GAS METER
- GAS LINE
- TELEPHONE PEDESTAL
- POWER POLE
- DOWN GUY
- MAN HOLE
- CLEAN OUT
- ▲ SIGN
- LIGHT POLE
- TREE
- FIRE HYDRANT
- WATER METER
- WATER VALVE
- TRANSFORMER PAD
- ELECTRIC METER
- STORM DRAIN MAN HOLE
- X - TYPICAL FENCE
- CONCRETE

NOTES:

1. IRF - Iron Rod Found
2. OS - Iron Rod Set
3. Base of Bearing - Subject Plat
4. The surveyor has not obstructed the subject property per client's request.

FLOOD CERTIFICATE

As determined by the FLOOD INSURANCE RATE MAPS for Grayson County, Texas, the subject property
Does Not lie within a Special Flood Hazard Area (100 Year Flood), Map date 07-17-1995 Community
Plan No. 48181001456 subject lot is located in Zone "X"

The plat hereon is a true, correct and accurate representation of the property as determined by an
on the ground survey, subject to any and all easements, reservations and restrictions that may be
of record, the area and dimensions of said property being indicated by the plat, the size, location
and type of buildings and improvements are as shown, all improvements being within the boundaries
of the property set back from property lines the distance indicated, and the distance from the
nearest intersection as indicated is as shown on said plat. There are no visible encroachments,
easements, or protrusions except as shown.

Hugh E. Peiser
Registered Professional Land Surveyor No. 3688

GRAPHIC SCALE



COPYRIGHT © PEISER SURVEYING COMPANY ALL RIGHTS RESERVED NO PART OF
THIS DRAWING MAY BE REPRODUCED BY PHOTOCOPYING, RECORDING OR BY ANY
OTHER MEANS, IN ANY FORM, WITHOUT THE PRIOR WRITTEN PERMISSION OF
THE SURVEYOR. COPIES OF THIS SURVEY WITHOUT THE ORIGINAL SIGNATURE OF
THE SURVEYOR ARE NOT VALID.

JOB NO. 15187		PEISER SURVEYING CO. www.peisersurveying.com		
DATE 06/23/2005				
SCALE 1" = 20'		801 ENTERPRISE DRIVE FLOWER MOUND, TEXAS 75028 (972) 724-5778 (F) (972) 724-5779 (F)		
DRAWN BY J.M.		COMMERCIAL RESIDENTIAL BOUNDARIES TOPOGRAPHY MORTGAGE Member Since 1977		













SHERMAN CITY COUNCIL Agenda Communication Form

City Council Regular Meeting

Agenda Item No. F.1.

Meeting Date: 5/19/2025

Prepared By:

Approved By:

Caption:

Close Public Hearing

Consider Adoption of Ordinances 6831, 6832, 6833, 6834, 6835 & 6836.

Issue:

E. 1. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6831

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land consisting of 0.190 acres being a portion of Block 2 of the J.P. Loving's 2nd Addition, City Of Sherman, Grayson County, Texas, Located at 306 South Dewey Avenue, Heretofore R-6 (Single Family Residential) District Rezoning And Placing The Tract In The R-2F (Duplex Residential) District Zoning Classification, David Arbelaez (Owner) and Premier Surveying, LLC (Surveyor) Providing For A Penalty Not To Exceed \$2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

E. 2. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6832

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land consisting of 2.289 acres being a part of Lot 1, of the final plat of James Plaza Addition, City Of Sherman, Grayson County, Texas, Located at 1804 North Highway 75, Heretofore C-1 (Retail Business) District/75&82 Overlay District Rezoning And Placing The Tract In The C-2 (General Commercial) District/75&82 Overlay District Zoning Classification, AHM 1804 Real Estate, LLC (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. 3. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6833

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, And Granting A Specific Use Permit To Allow Automobile repair, body work, or painting in a C-2 (General Commercial) District/75&82 Overlay District, Located At 1804 North Highway 75, Consisting of 2.289 acres being a part of Lot 1, of the final plat of James Plaza Addition, City Of Sherman, Grayson County, Texas AHM 1804 Real Estate, LLC (Owner) and Underwood Drafting & Surveying (Surveyor) Prescribing Conditions To The Specific Use Permit; Providing A Penalty Not To Exceed \$2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

E. 4. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6834

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land consisting of 0.7561 acres being part of the G. B. Pilant Survey, Abstract No. 963, City Of Sherman, Grayson County, Texas, Located at 1024 South First Street, Heretofore M-1 (Light Manufacturing) District and R-6 (Single Family Residential) District Rezoning And Placing The Tract In The C-2 (General Commercial) District Zoning Classification, Gustavo and Rosalba Ramirez (Owners) and Copley Land Surveying (Surveyors) 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. 6835

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land consisting of 0.387 acres being a part of the G.B. Pilant Survey, Abstract No. 963, City Of Sherman, Grayson County, Texas, Located at 1010 South First Street, Heretofore R-6 (Single Family Residential) District Rezoning And Placing The Tract In The R-4 (Patio Home Residential) District Zoning Classification, BHCP, LLC (Owner) and Copley Land 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. 6836

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, And Granting A Specific Use Permit To Allow Automobile repair, body work, or painting in a C-2 (General Commercial) District, Located At 1911 North Loy Lake Road, Consisting of 1.137 acres being Lot 3, Block A in the Sheldon Pavilion Replat, City Of Sherman, Grayson County, Texas Mahan Shabani (Owner), Greg Joseph (Representative) and Pacheco Koch Consulting Engineers (Surveyor) Prescribing Conditions To The Specific Use Permit; Providing A Penalty Not To Exceed \$2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

Background:

Capital Improvement Program:

Origination:

Financial Consideration:

Staff Recommendation:

Alternatives:

Attachments:

None



SHERMAN CITY COUNCIL Agenda Communication Form

City Council Regular Meeting

Agenda Item No. G.1.

Meeting Date: 5/19/2025

Prepared By: Clint Philpott, Assistant City Manager

Approved By: Teri Fine, Assistant to the City Manager

Caption:

Resolution No. 7528

Authorizing Execution of a Facilities Extension Agreement between Oncor Electric Delivery Company LLC and the City of Sherman for the Extension of Company Delivery System Facilities

Issue:

Authorizing Execution of a Facilities Extension Agreement between Oncor Electric Delivery Company LLC and the City of Sherman for the Extension of Oncor Distribution Line to the Waste Water Treatment Plant

Background:

With the expansion of the Waste Water Treatment Plant and updating the power within the Plant, additional offsite upgrades are needed. We have engaged Oncor to design additional offsite distribution lines and facilities upgrades to improve resiliency and redundancy for the expanded plant.

The Oncor project involves an alternative power supply system that serves the new south wastewater treatment plant. The system operates at a voltage of 7200/12480 volts in a three-phase, four-wire configuration.

Upgraded facilities include:

- Replacement of three 150-amp voltage regulators.
- Move an existing circuit breakers.
- Install a new circuit breaker with a PMU (Phasor Measurement Unit) metering cabinet.
- Replace and Upgrade 7,400 feet of existing overhead three-phase power lines, which allow for higher capacity and efficiency.

Capital Improvement Program:

1532-U WWTP South MBR

Origination:

Financial Consideration:

The total cost is one million, seven hundred, eight thousand, seven hundred fifteen dollars and twenty-eight cents (\$1,708,715.28).

Staff Recommendation:

Staff recommends approval of this item

Alternatives:

As directed by council

Attachments:

1. Resolution No. 7528
2. Agreement
3. Oncor

RESOLUTION NO. 7528

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A FACILITIES EXTENSION AGREEMENT BETWEEN ONCOR ELECTRIC DELIVERY COMPANY LLC AND THE CITY OF SHERMAN FOR THE EXTENSION OF COMPANY DELIVERY SYSTEM FACILITIES; 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 to execute a facilities expansion agreement for the extension of company delivery system facilities with Oncore Electric Delivery Company LLC at a total price of One Million Seven Hundred Eight Thousand Seven Hundred Fifteen dollars and Twenty Eight cents (\$1,708,715.28). Any agreements related to the purchase must be approved by the City Attorney.

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 19th day of May 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

6.3.1 Facilities Extension Agreement

WO Number : 24112264
Off-Site ID : 2024-0409
Document ID : 7044
Premise Number : 1810086
District : Texoma
Region : Metro East

This Agreement is made between City of Sherman, hereinafter called "Customer" and Oncor Electric Delivery Company LLC, a Delaware limited liability company, hereinafter called "Company" for the extension of Company Delivery System facilities, as hereinafter described, to the following location 1800 E FM 1417, Sherman, TX 75090 at the south waste water treatment plant.

The Company has received a request for the extension of (check all that apply):



STANDARD DELIVERY SYSTEM FACILITIES TO NON-RESIDENTIAL DEVELOPMENT

Company shall extend standard Delivery System facilities necessary to serve Customer's estimated maximum demand requirement of 2925 kW ("Contract kW"). The Delivery System facilities installed hereunder will be of character commonly described as 7200/12480V volt, 3 phase, at 60 hertz, with reasonable variation to be allowed.



STANDARD DELIVERY SYSTEM FACILITIES TO RESIDENTIAL DEVELOPMENT

Company shall extend standard Delivery System facilities necessary to serve:

_____ All-electric residential lot(s)/apartment units, or

_____ Electric and gas residential lot(s)/apartment units.

The Delivery System facilities installed hereunder will be of the character commonly described as _____ volt, _____ phase, at 60 hertz, with reasonable variation to be allowed.



NON-STANDARD DELIVERY SYSTEM FACILITIES

Non-Standard kW 2925

Company shall extend/install the following non-standard facilities.

Alternate distribution feed for the split buss non-preferred two way feed to the new south waste water treatment plant. Service voltage will be 7200/12480v 3phase 4 wire. It is proposed to replace 3-150amp regulators, transfer an existing nova recloser, install a new nova recloser and PMU metering cabinet and reconductor 7400ft of existing overhead 3phase circuit to large wire 795mcm conductors.

ARTICLE I - PAYMENT BY CUSTOMER

At the time of acceptance of this Agreement by Customer, Customer will pay to Company \$1,708,715.28 Dollars as payment for the Customer's portion of the cost of the extension of Company facilities, in accordance with Company's Facilities Extension Policy, such payment to be and remain the property of the Company.

ARTICLE II - NON-UTILIZATION CLAUSE FOR STANDARD DELIVERY SYSTEM FACILITIES

This Article II applies only to the installation of standard Delivery System facilities.

- a. The amount of Contribution in Aid of Construction ("CIAC") to be paid by Customer under Article I above is calculated based on the estimated data (i.e., Contract kW or number and type of lots/units) supplied by Customer and specified above. Company will conduct a review of the actual load or number and type of lots/units at the designated location to determine the accuracy of the estimated data supplied by Customer. If, within four (4) years after Company completes the extension of Delivery System facilities, the estimated load as measured by actual maximum kW billing demand at said location has not materialized or the estimated number and type of dwelling units/lots at said location have not been substantially completed, Company may, at its sole discretion, re-calculate the CIAC based on actual maximum kW billing demand realized or the number and type of substantially completed dwelling units/lots, or extend the four (4) year time frame. Company will work with Customer to determine whether recalculating the CIAC is appropriate. For purposes of this Agreement, a dwelling unit/lot shall be deemed substantially completed upon the installation of a meter. The installation of a meter in connection with Temporary Delivery Service does not constitute substantial completion.
- b. Customer will pay to Company a "non-utilization charge" in an amount equal to the difference between the re-calculated CIAC amount and the amount paid by Customer under Article I, above. Company's invoice to Customer for such "non-utilization charge" is due and payable within fifteen (15) days after the date of the invoice.
- c. Customer will, prior to or contemporaneous with signing this Agreement, or as soon thereafter as reasonably possible, supply a load profile or load ramp document in support of the Contract kW set out above.

ARTICLE III - TITLE AND OWNERSHIP

Company at all times shall have title to and complete ownership and control over the Delivery System facilities extended under this Agreement.

Once any rights-of way or easements have been procured, regardless of the passage of time and the level of activity, the Company never intends to abandon any rights-of-way or easements unless the Company specifically states, in writing, the intention to do so, and the Company then takes additional specific affirmative action to effectuate the abandonment.

ARTICLE IV - GENERAL CONDITIONS

Delivery service is not provided under this Agreement. However, Customer understands that, as a result of the installation provided for in this Agreement, the Delivery of Electric Power and Energy by Company to the specified location will be provided in accordance with Rate Schedule Primary Service Greater Than 10kW- Distribution Line, which may from time to time be amended or succeeded.

This Agreement supersedes all previous agreements or representations, either written or oral, between Company and Customer made with respect to the matters herein contained, and when duly executed constitutes the agreement between the parties hereto and is not binding upon Company unless and until signed by one of its duly authorized representatives.

ARTICLE V - DISCLOSURE

Customer has disclosed to Company all underground facilities owned by Customer or any other party that is not a public utility or governmental entity, that are located within real property owned by Customer. In the event that Customer has failed to do so, or in the event of the existence of such facilities of which Customer has no knowledge, Company, its agents and contractors, shall have no liability, of any nature whatsoever, to Customer, or Customer's agents or assignees, for any actual or consequential damages resulting directly or indirectly from damage to such undisclosed or unknown facilities. Number of meters: 1

ARTICLE VI - PROHIBITION ON AGREEMENT WITH CERTAIN FOREIGN-OWNED COMPANIES IN CONNECTION WITH CRITICAL INFRASTRUCTURE

Customer represents and warrants that it does not meet any of the ownership, control, or headquarters criteria listed in Lone Star Infrastructure Protection Act, Chapter 117 of the Texas Business and Commerce Code (relating to China, Iran, North Korea, Russia, and any other country designated by the Texas Governor as a threat to critical infrastructure).

ARTICLE VII - OTHER SPECIAL CONDITIONS

- i. Customer shall implement, to the extent reasonably practicable, the practice outlined in IEEE 519-2014, Recommended Practice and Requirements for Harmonic Control in Electric Power Systems, or any successor IEEE standard. If Oncor determines that a customer has created excessive harmonics that causes or are reasonably likely to cause another customer to receive unsafe, unreliable or inadequate electric service, Oncor will follow the process outlined in PUCT Substantive Rule 25.51, Power Quality, to remedy the effects of the harmonics issue.
- ii. Customer agrees, upon Company construction completion, within 90 days to accept service by applying with a Retail Electric Provider and initiating a MOVE IN for a meter set. If meter set is not established then Customer will forfeit this agreement and will be required to resubmit their request. All capacity associated with agreement shall be available for other requests.
- iii. This Agreement has limited transfer rights. Any new owner, tenant, lessee of Customer, or new customer ("New Owner") served from facilities covered in this Agreement, must secure a separate agreement with [Oncor] within 120 days of the date of ownership change. If New Owner does not secure a new agreement within those 120 days then this agreement shall be null and void. It is important for the Company and any New Owner to reach agreement on the capacity needed and that can be made available at that time. Any substation, feeder, or transformer capacity held in reserve for Customer by this Agreement, in excess of Customer's usage at the time of ownership change, is non-transferable to a New Owner. Should Customer permanently discontinue service, this agreement shall terminate and any substation, feeder, or transformer capacity held in reserve for this service shall be forfeited by the customers. Any discontinuation of service will require a new agreement to be executed by both parties.
- iv. Customer acknowledges and agrees that in the event that (i) Customer elects not to have the Delivery System facilities installed, or (ii) the Delivery System facilities are not installed for any reason through no fault of Company, Customer agrees to reimburse Company for all costs and expenses incurred by Company in connection with this Agreement, including but not limited to costs for the equipment necessary to construct the Delivery System facilities. Such payment shall be made within 30 days of delivery by Company of documentation evidencing the amount of reimbursement due the Company.
- v. All easements shall be granted & conveyed to Company Prior to any of Company's facilities, equipment, or infrastructure being placed on Customer's private property.
- vi. Customer will, prior to or contemporaneous with signing this Agreement, or as soon thereafter as reasonably possible, supply a load profile or load ramp document in support of the Contract kW set out above. If (a) Customer fails to provide a load ramp or load profile by the end of the second year after Company completes the extension of Delivery System facilities ("second year of service"), or (b) Customer provides a load ramp or load profile and the actual kW billing demand for the second year of service is ten percent (10%) or more below that Contract kW amount set out in the load profile or load ramp document; then at the end of the second year of service the Contract kW shall be set equal to the highest kW billing demand reached during the second year of service and shall be reset every year thereafter to equal Customer's highest kW billing demand during the prior two years, but in no event higher than the then-existing Contract kW amount, unless Customer and Company reach a new agreement on a new contracted kW.
- vii. Any Company up-line protective device exists solely for the purpose of protecting company facilities and does not exist to provide protection (either limiting fault magnitude or duration) for facilities not owned by Company.
- viii. In no event shall on-site generation, at any time, be interconnected, or allow closed or soft transition to Company's electric distribution system. Customer must secure a Distributed Generation (DG) interconnection agreement at Customer's expense for Company to allow a closed or soft transition to Company's Electric Distribution System. Company will not energize closed transition system without an executed agreement. All emergency generation must be open transition.

- ix. Customer will not under any circumstances connect Company's circuits together. Customer Facilities shall meet all applicable federal, state, local construction, operation, and safety codes. The design of Customer's facilities is subject to Company's review as to provide safe, compatible, and reliable operation with Company's Facilities so as not to reduce or adversely impact the quality of electric service being provided by Company to all Customers. Customer is responsible for the protection of equipment owned by Customer beyond the Points of Delivery, as specified in Company's Retail Electric Delivery Tariff. Customer's relaying and protection schemes will coordinate with the Company's Facilities relaying. Customer shall provide to Company for review its one-line relay functional diagram showing all of Customer's relaying and protection schemes prior to finalizing design of those facilities. Customer shall submit, for review by Company, prior to actual modification, any proposed change in the electrical design of the Customer's Facilities to permit Company to determine any resulting effect on the operations of the Company's Facilities. The provisions of this Paragraph will remain in effect as long as the Company's Facilities are connected to the Customer's Facilities.
- x. Company and Customer agree that neither Article VI of this Agreement, nor the statutory provisions cited therein, apply to this Agreement, and by signing this Agreement Customer is making no representations or warranties under Article VI.
- xi. The point of service shall be the load side bushings of Company's 2 pad mounted metering units. Customer will not under any circumstances connect Company's circuits together. Customer Facilities shall meet all applicable federal, state, local construction, operation, and safety codes. The design of Customer's facilities is subject to Company's review as to provide safe, compatible, and reliable operation with Company's Facilities so as not to reduce or adversely impact the quality of electric service being provided by Company to all Customers. Customer is responsible for the protection of equipment owned by Customer beyond the Points of Delivery, as specified in Company's Retail Electric Delivery Tariff. Customer's relaying and protection schemes will coordinate with the Company's Facilities relaying. Customer shall provide to Company for review its one-line relay functional diagram showing all of Customer's relaying and protection schemes prior to finalizing design of those facilities. Customer shall submit, for review by Company, prior to actual modification, any proposed change in the electrical design of the Customer's Facilities to permit Company to determine any resulting effect on the operations of the Company's Facilities. The provisions of this Paragraph will remain in effect as long as the Company's Facilities are connected to the Customer's Facilities.
- xii. Company shall provide Customer redundant feeds by means of two separate 7200/12,480 volt 3phase distribution feeders for totalized metered demand not to exceed 5850 KW. Should Customer request an alternate feed for a load in excess of 5850 KW or if Customer's totalized metering demand exceeds 5850 KW, Customer understands that a new agreement for electric service will be required and customer agrees to pay company for the costs associated with providing such service in accordance with Company's Tariff for Electric Service.
- xiii. Customer will need to adhere to the following switching restrictions. Company will provide 2 primary points of delivery. Each primary point of delivery will be limited to 2925 kw under standard operating conditions. Customer agrees to limit the amount of load transferred between the Company's feeders to no more than 2925 KW for each transfer operation for a total of 5850 KW maximum per point of delivery. Should Company determine that Customer is operating in a manner other than that permitted herein, Customer agrees to take corrective action necessary to meet aforesaid conditions of service immediately.
- xiv. In the event of a Company Delivery System emergency, Company shall retain the right and responsibility to operate the system as necessary in order to maintain system integrity and reliability. Once Delivery System emergency conditions return to normal, Customer's two-way feed service will be returned to original configuration if applicable.
- xv. The added motor load will need to meet the following motor starting criteria. The customer will need to limit the flicker motor starting voltage dip at this location. Limit on the Oncor primary system is 3.5% and 2% at the substation bus. The maximum motor starts at one time is 1 at a rate of 2 per Hour. The customer's maximum allowable motor starting kVA at this location is 1500 kVA for this percentage dip and starting rate. These limits are based on the present circuit configuration. We have no other offsite requirements for these motors.
- xvi. Given that the Customer is a governmental agency "Article 1 – Payment by Customer" above will be modified to reflect the following: The parties have agreed that no payment will be required upon execution of this Agreement as normally required by the Company's Facilities Extension Policy. However, within 30 days following Company's extension/installation of the system facilities described in this Agreement, Customer will pay to Company the total amount listed above in "Article 1 – Payment by Customer" of \$1,708,715.28 as payment for the Customer's portion of the cost of the extension of Company facilities, such payment to be and remain the property of the Company.

ACCEPTED BY COMPANY:

Oncor Electric Delivery Company LLC

Oncor Representative Signature

Oncor Representative Printed Name

Oncor Representative Title

Date Signed

ACCEPTED BY CUSTOMER:

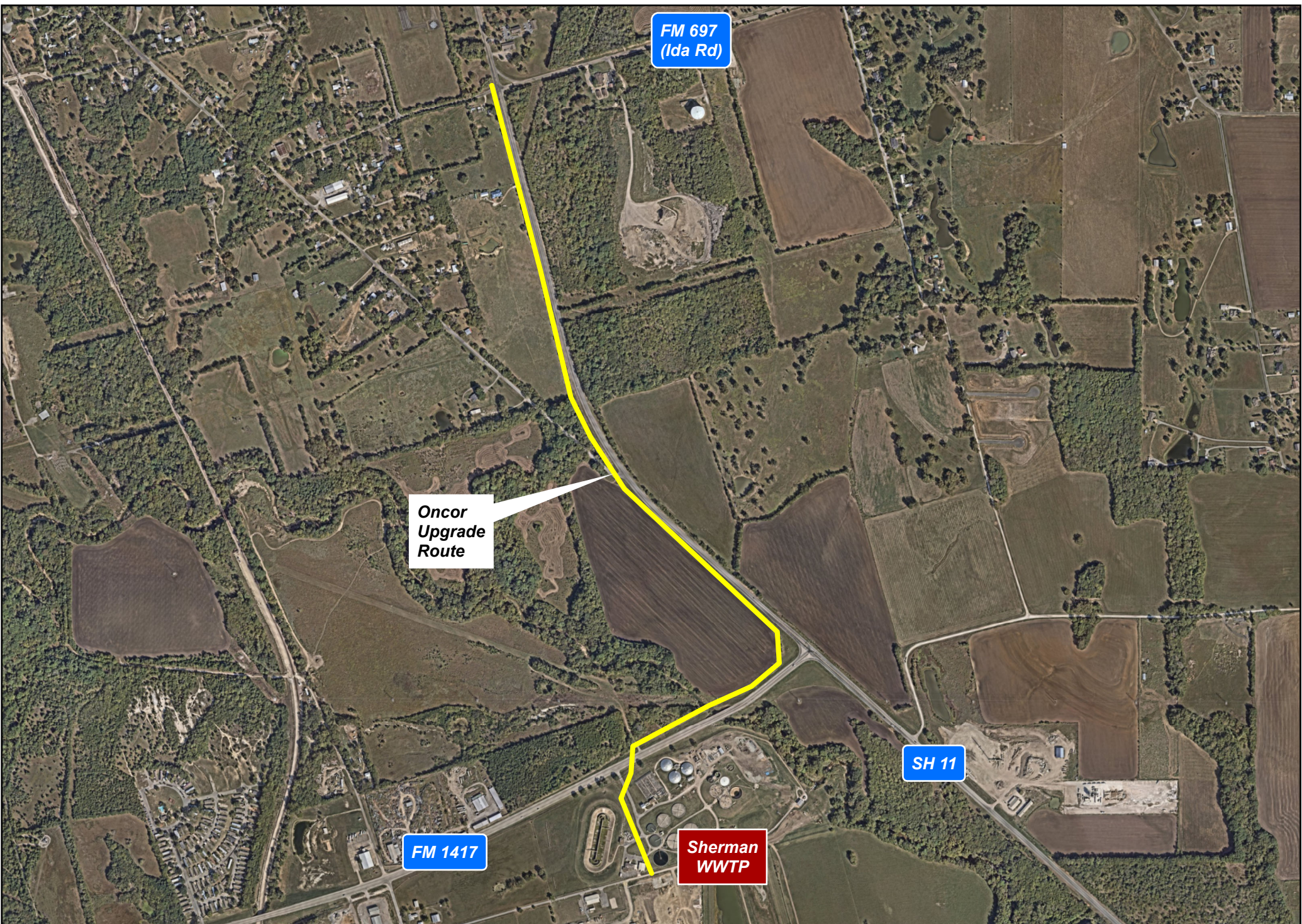
Customer / Company Name

Customer Representative Signature

Customer Representative Printed Name

Customer Representative Title

Date Signed





City Council Regular Meeting

Agenda Item No. G.2.

Meeting Date: 5/19/2025

Prepared By: Mary Lawrence, Chief Financial Officer

Approved By: Zachary Flores, Acting City Manager

Caption:

RESOLUTION NO. 7529

Amending Resolution No. 6443 to Extend the Expiration Date for Tyson Fresh Meats, Inc. Enterprise Project Under the Texas Enterprise Zone Program, Administered by the Governor's Economic Development and Tourism Office Through the Economic Development Bank

Issue:

To Approve the Extension of the Expiration Date for Tyson Fresh Meats, Inc. Enterprise Project

Background:

The Texas Enterprise Zone Program (EZP) is a state sales and use tax refund program designed to encourage private investment and job creation in economically distressed areas of the state. Texas communities must nominate companies in their jurisdiction to receive an Enterprise Zone designation and thus be eligible to receive state sales and use tax refunds on qualified expenditures. Companies must meet minimum capital investment thresholds and create and/or retain jobs that employ a certain percentage of economically disadvantaged individuals, enterprise zone residents, or veterans.

On December 17, 2018, the City Council approved a resolution nominating Tyson Fresh Meats, Inc. ("Tyson") for participation in the EZP. The City has received a request from Tyson to extend the expiration date of the project under the program.

Capital Improvement Program:

None

Origination:

Tyson Fresh Meats, Inc.

Financial Consideration:

There is no cost to the City to nominate Tyson or for participation in the program. The state will pay all the incentives.

Staff Recommendation:

Staff recommends approval of the extension to the expiration.

Alternatives:

Council could choose not to grant the extension.

Attachments:

1. Resolution No. 7529
2. Tyson Enterprise Zone QBF CERT AND AGREEMENT - SHERMAN - COMPLETE (ID 459487)

RESOLUTION NO. 7529

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING RESOLUTION NO. 6443 TO EXTEND THE EXPIRATION DATE FOR TYSON FRESH MEATS, INC.'S ENTERPRISE PROJECT UNDER THE TEXAS ENTERPRISE ZONE PROGRAM, ADMINISTERED BY THE GOVERNOR'S ECONOMIC DEVELOPMENT AND TOURISM OFFICE THROUGH THE ECONOMIC DEVELOPMENT BANK; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Sherman, Texas ("City Council") adopted Resolution No. 6443 on December 17, 2018, nominating Tyson Fresh Meats, Inc. for participation in the Texas Enterprise Zone Program administered by the Governor's Economic Development and Tourism Office through the Economic Development Bank pursuant to Chapter 2303, Subchapter F of the Texas Government Code; and

WHEREAS, the City Council has received a request from Tyson Fresh Meats, Inc. to extend the expiration date for Tyson Fresh Meats, Inc.'s enterprise project under the Program, and the City Council desires to grant the request.

NOW, THEREFORE, BE IT RESOLVED 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 Section 4 of Resolution No. 6443. Section 4 of Resolution No. 6443 is amended to read in its entirety as follows: "That the enterprise project shall take effect on the date of the current designation of the enterprise project by the Economic Development Bank and terminate five (5) years from the activation date of the Enterprise Zone application."

SECTION 3: Effective Date. This Resolution shall become effective immediately upon its passage.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, on this 19th day of May 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

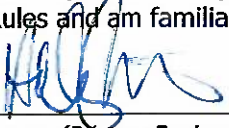
XXXIa. QUALIFIED BUSINESS CERTIFICATION AND AGREEMENT

The nominated Enterprise Project hereby certifies and agrees that it:

1. is located in, or has committed to locate in City of Sherman, Texas, in Grayson County, Texas; and
2. will maintain separate payroll and tax records of the business activity conducted at the qualified business site, or other information as required by local and state government units; and
3. commits to participate in local efforts to achieve development and revitalization of the area; and
4. understands that before obtaining a state benefit, the qualified business must submit to the Comptroller a certified report of the actual number of jobs created and/or retained and the capital investment made; and
5. understands that to be a qualified business eligible for enterprise project designation, twenty-five percent (25%) of the new or additional employees hired must be residents of an enterprise zone or economically disadvantaged persons or veterans if the qualified business site is located in an enterprise zone, or thirty-five percent (35%) if the qualified business site is located outside of an enterprise zone; and
6. commits that 35 percent of its new employees will be residents of an enterprise zone, economically disadvantaged persons, or veterans; and
7. understands that the project must maintain the level of employment and the jobs for which a refund has been received to the end of the designation period or for at least three (3) years from the date of refund of state sales and use taxes, whichever is later, or it may become liable for recapture of refunded taxes and interest by the Texas Comptroller of Public Accounts (Comptroller); and
8. will report to the Comptroller the status and effectiveness of the designation; and
9. certifies that the project, or a branch, division, or department of the business, does not and will not knowingly employ an undocumented worker; and
10. understands that the state sales and use tax refund is subject to approval by the Comptroller and the requirements of the Tax Code and applicable Administrative Rules – specifically Section 151.429 of the Tax Code and Title 34 Texas Administrative Code, Section 3.329. Construction contracts must be "separated" (i.e. contract in which the agreed contract price is divided into a separately stated agreed contract price for incorporated materials and a separately stated agreed contract price for skill and labor) and not "lump-sum" in order to claim a refund of state sales tax.

This certification and agreement is effective from the date of designation through the date of expiration as an enterprise project.

To the best information and belief, the information contained in this Enterprise Project Application is true and correct and I, as primary business representative, have read the Texas Enterprise Zone Program Act and the Enterprise Zone Program Rules and am familiar with the provisions contained therein as evidenced by my signature below.

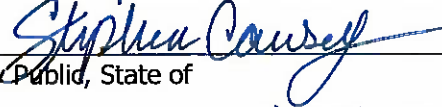
Signed 
(Primary Business Representative)

Printed Name Holly Sutton

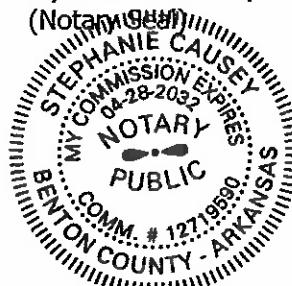
Title VP, Tax

Date May 13, 2025

GIVEN under my hand and seal of office this 13th
day of May, 2025


Notary Public, State of

My commission expires 4-28-2032
(Notary Seal)





City Council Regular Meeting

Agenda Item No. G.3.

Meeting Date: 5/19/2025

Prepared By: Justin Eastwood, Director of Parks and Recreation

Approved By: Zachary Flores, Acting City Manager

Caption:

*** RESOLUTION NO. 7530**

Award a Bid to and Authorize Execution of a Contract with Cowtown Design and Build, LLC for the CDBG-Funded Senior Citizens Center Remodel Project

Issue:

To consider awarding and authorizing execution of a contract with Cowtown Design and Build, LLC of Fort Worth, Texas, based on a Request for Proposals (RFP) for the CDBG-funded senior citizens center remodel.

Background:

On April 24, 2025, a public request for competitive, sealed proposals resulted in three (3) responsive submittals. Cowtown Design and Build, LLC of Fort Worth, Texas, received the highest valuation, based on specific criteria detailed in the Request for Proposals.

Capital Improvement Program:

Origination:

Senior Citizens Center

Financial Consideration:

The total proposed cost, including alternates, is approximately \$297,170.00 and will be funded by CDBG grant funds.

Staff Recommendation:

Staff recommends that the City Council award the contract to Cowtown Design and Build, LLC of Fort Worth, Texas.

Alternatives:

As may be directed by the City Council

Attachments:

1. Resolution No. 7530
2. Exhibit A - CDBG-Funded Senior Citizens Center Remodel_RFP_FINAL
3. Exhibit B_Bid Submittal
4. Exhibits C through E_Cowtown
5. Bid Evaluation
6. Cowtown contract_signed

RESOLUTION NO. 7530

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH COWTOWN DESIGN AND BUILD, LLC FOR THE CDBG-FUNDED SENIOR CITIZENS CENTER REMODEL PROJECT ; 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 Cowtown Design and Build, LLC is hereby awarded the City of Sherman's contract for the CDBG-funded Senior Citizens Center Remodel project, in accordance with all bid documentation attached hereto and incorporated herein for all purpose.

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 contract with Cowtown Design and Build, LLC, for the CDBG-funded Senior Citizens Center Remodel project, 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 19th day of May 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: _____

NAME: _____
RYAN D. PITTMAN, CITY ATTORNEY



**City of Sherman
CDBG-Funded Senior Citizens Center
Remodel**

Bid Packet & Project Specification

April 5, 2025

BID NO. 2025-12

Bid Opening April 24, 2025

Prepared by Hidell and Associates Architects, Inc. 2025

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RFP# 2025-12

**Community Development Block Grant (CDBG)
Senior Citizens Center Remodel Project**

OVERVIEW

The work to be performed under this contract consists of furnishing all permits, materials, equipment and labor necessary to complete in place, together with all associated appurtenances, the Senior Center renovations for this project in the City of Sherman at the following location:

1500 N. Broughton Street, Sherman, Texas 75090

The City of Sherman (the "City") is contracting for parking lot site work, sidewalks, ADA compliant ramps, and interior renovation to include two restrooms and a kitchenette service area at the Serman Senior Center, in a CDBG-eligible area which exhibit objectively determinable signs of physical deterioration and where the City has determined that immediate action is necessary to arrest the deterioration and that permanent improvements should be carried out as soon as practicable. The Project will be financed in whole or in part with assistance from the U.S. Department of Housing and Urban Development (HUD) and is subject to all applicable Federal laws and regulations. Bidders must comply with all applicable HUD rules and regulations governing construction projects funded with Community Development Block Grant (CDBG) funds.

NOTICE TO BIDDERS

1.1 PLACE OF SUBMISSION

The City of Sherman will accept bids submitted electronically through www.publicpurchase.com or may be submitted by mail to the following address:

City of Sherman
Finance Dept. – Request for Proposal for the CDBG-Funded Senior Citizens Center Remodel Project
P.O. Box 1106
Sherman, TX 75091-1106

Alternatively, hand-delivered sealed bids are to be delivered at the following address:

City of Sherman – Finance Department
Municipal Building
405 N. Rusk Street
Sherman, TX
903-892-7215

Please note that all bids **must be received at the designated location or through Public Purchase by the deadline shown**. Bids received after the deadline will not be considered for the award of the contract, and shall be considered void and unacceptable. The Opening is scheduled for **2:00 p.m., Thursday, April 24, 2025**, at which time the sealed bids will be opened.

1.2 INSPECTION OF BID DOCUMENTS

Plans, Specifications, and Contract Documents will be available at www.ci.sherman.tx.us and www.publicpurchase.com. These websites will be updated with addenda, plan holder lists, bid tabulations, additional reports or other information relevant to bidding the Project. Official plan holders list will only be the list maintained by The City. It is the sole responsibility of all plan holders to periodically check for Addenda which may have been posted.

1.3 PRE-BID CONFERENCE AND SITE VISITS

There will be a non-mandatory pre-bid conference and site visits on **April 15, 2025 at 11:00 AM**. The Pre-Bid Conference will begin at Parks and Recreation, 1002 N. Music Street, Sherman, TX 75090 and will then proceed with a tour of the existing facility.

The purpose of the pre-bid conference and site visit is for City Staff to explain the requirements related to the project and to open the floor for questions and answers and to allow bidders the opportunity to visit the site.

1.4 INQUIRIES

All project-related inquiries and/or questions should be submitted to Aaron Babcock @ ababcock@hidell.com. General bidding questions should be submitted to Craig Long @ craigl@cityofsherman.com.

1.5 BID BOND

Bidders must submit, with their bids, a cashier's or certified check in the amount of five percent (5%) of the maximum amount bid, payable without recourse to CITY OF SHERMAN, TEXAS, or a Bid Bond in the same amount from a City approved Surety Company (according to the latest list of companies holding certificates of approval by the State Board of Insurance under 7.19-1 of the Texas Insurance

Code) as guarantee that the Bidder will enter into a contract and execute bond and guarantee forms provided within (10) days after award of contract to their company. Bids without the required check or bid bond will be considered non-responsive.

1.6 ADDITIONAL BONDS

The successful Bidder must furnish Performance, Payment, and Maintenance Bonds each in the amount of one hundred percent (100%) contract price from an approved Surety Company. (An approved Surety Company being a company holding a permit from the State of Texas, to act as Surety, and being acceptable according to the latest list of companies holding certificates of approval from the State Board of Insurance under 7.19-1 of the Texas Insurance Code.) The successful Bidder must also be able to show evidence that it is authorized to do business in the State of Texas prior to executing the contract.

1.7 DEFINITIONS

The following definitions shall apply where the corresponding terms are used herein:

Bid: This Invitation for bid (including all enclosed plans and specifications)

Bid Response/Proposal: The response submitted by the Bidder

Bidder: The person and/or entity submitting a response

City: The City of Sherman, Texas

Submittals: Refers to those documents required to be submitted to the City by the Bidder

1.8 PROJECT CONDITIONS

Bidders are expected to inspect the site of the work and to inform themselves regarding local conditions under which the work is to be performed.

1.9 PREVAILING WAGE RATES

Successful Contractor shall pay or cause to be paid, without cost or expense to the City of Sherman, all Social Security, Unemployment and Federal Income Withholding Taxes of all such employees and all such employees shall be paid wages and benefits as required by Federal and/or State Law. **See also the Davis-Bacon Wage Rate General Section within this bid document.**

1.10 CONFLICTS OF INTEREST

Chapter 176 of the Texas Local Government Code requires that any Bidder or person considering doing business with a Local Government entity, disclose in the questionnaire form CIQ, the Bidder or person's affiliation or business relationship that might cause a Conflict of Interest. The CIQ shall be submitted with the Bidder's completed Bid Packet. Failure to submit any form under this Section shall result in the Bid being considered non-responsive.

The Bidder shall further certify (a) that its bid submittal is genuine and is not made in the interest of, or on behalf of, any undisclosed person, firm, or corporation; (b) that he/she has not directly or indirectly induced or solicited any other respondent to put in a false or sham bid; (c) that he/she has not solicited or induced any other person, firm, or corporation from proposing; and (d) that he/she has not sought by collusion to obtain for him/herself any advantage over any other respondents or over the City.

1.11 ADDENDA

Any addenda issued during the time allowed for the preparation of bids shall be covered in the bid and, in executing the contract, they shall become a part thereof. Failure of a Bidder to receive any addendum shall not release the Bidder from any obligations under the bid that appear in said addenda.

1.12 BIDDING ALTERNATES

Alternatives to manufacturer-specified equipment or materials must be pre-approved in writing prior to bid opening.

1.13 ACCEPTANCE

Any offer received shall be considered an offer, which may be accepted by the City based on initial submission without discussions or negotiations. By submitting an offer in response to this solicitation the Bidder agrees that any offer it submits may be accepted by the City at any time within 90 days from the close date. The City reserves the right to reject any or all offers and to waive informalities and minor irregularities in offers received, and/or to accept any portion of the offer if deemed in the best interest of the City. Failure of the bidder/proposer to provide in its offer any information requested in the bid may result in rejection for non-responsiveness.

1.14 METHOD OF SELECTION

The City intends to make an award using the evaluation criteria and other factors as indicated in this bid/proposal. The award shall be awarded on the bases of “best value”, based on the **lowest responsible bidder and best-qualified bidder** whose evaluation by the City indicates to be in the best interest of the City and taxpayers. The award to the successful bidder will be determined by best value to the City as allowed by Chapter 252 of the Local Government Code. The following criteria will be considered when selecting the successful Bidder:

- Total Project Price – **50 points**;
- Bidder’s performance on past projects of similar size and scope – **15 points** ;
- Bidder’s qualifications, including references – **15 points**;
- Staff qualifications and experience – **10 points** ;
- Bonding rates and mobilization fee – **5 points** ;
- Bidder’s past business relationship with the City – **5 points**;

In evaluating criteria, contractor shall provide references for the same or similar work from five (5) Cities of similar size to Sherman.

Additionally, the proposals will be initially evaluated and up to three contractors will be notified of an in-person interview. Interviews will be scheduled the week of April 28th. Those selected contractors will be asked for a cost breakdown prior to the interview for staff evaluation.

1.15 BIDDER STANDARDS

The minimum standards for responsible prospective bidders are as follows:

- Have adequate financial resources, or the ability to obtain such resources
- Be able to comply with the required or proposed schedules and project requirements
- Competitive pricing
- Have a satisfactory record of performance for contracts of similar scope
- Have a satisfactory record of integrity and ethics
- Completeness and thoroughness of bid submittal

The City may make such investigations as it deems necessary to determine the ability of the bidder to provide satisfactory performance in accordance with bid requirements, and the respondent shall furnish to the City all such information and data for this purpose.

1.16 BIDDER SUBMITTALS

Bid Responses shall be submitted on the forms provided to insure complete uniformity of wording of all bids. All lump sum price must be stated in both script and figures. Bids may be rejected if they

show any omissions, alterations in wording, conditional clauses, or irregularities of any kind. If an emergency or unanticipated event interrupts normal City processes so as to cause postponement of the scheduled bid opening, the time specified for receipt of bids will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal City processes resume or to such other date and time as may be provided by the City in a written notice to Bidders.

FORMS REQUIRED TO BE COMPLETED WITH THIS SUBMITTAL

1. Price Form
2. Bidder Qualification Statement
3. Certificates of Insurance
4. Bidder Entity Information
5. Supplemental Bidder Information
6. Bidder References
7. Bid Endorsement
8. Bid Bond
9. Affidavit of No Prohibited Interest
10. Conflict of Interest Questionnaire

Note: Additional forms required from selected bidder prior to awarding: Texas Ethics Commission Form 1295 and Verification Form 2290.

BID SCHEDULE

Event Description	Time/Duration	Date
First Public Advertisement	One (1) Week	April 5, 2025
Second Public Advertisement	One (1) Week	April 12, 2025
Pre-Bid Conference	11:00 a.m.	April 15, 2025
Deadline to Submit Questions	5:00 p.m.	April 18, 2025
Response to Question(s) Deadline	2:00 p.m.	April 21, 2025
Open Bids	2:00 p.m.	April 24, 2025
Council Awards Contract (Anticipated)	5:00 p.m.	May 19, 2025
Notice of Award (Anticipated)		May 22, 2025
Substantial Completion (Anticipated)		August 1, 2025

GENERAL CONDITIONS OF THE BID

- 2.1 These general terms and conditions apply to all quotations or bid submittals and become a part of terms and conditions of any bid packet submitted.

- 2.2 The City shall have the authority to disapprove or reject unsatisfactory work, services or equipment. If required by the City, the Bidder shall promptly, as directed, correct all unsatisfactory work and replace all defective equipment, and shall bear all direct, indirect and consequential costs of such correction.
- 2.3 The City reserves the right to waive any minor defect, irregularity, or informality in any bid, quotation, or proposal. The City may also reject any or all bids, quotations, or proposals without cause prior to award.
- 2.4 The City reserves the right to enforce the performance of any portion of this contract in any manner prescribed by law and deemed to be in the best interest of the City in the event of breach or default of the same contract. The City reserves the right to terminate the contract immediately in the event the Bidder fails to meet schedules or otherwise perform in accordance with these specifications. Breaches of contract or default authorize the City to purchase the services from the next low bidder or re-bid and charge the difference in cost to the defaulting Bidder.
- 2.5 In its sole discretion, the City shall have the right to select or to approve defense counsel to be retained by Bidder in fulfilling its obligation under the Construction Agreement to defend and indemnify City, unless such right is expressly waived by City in writing. City reserves the right to provide a portion of its own entire defense; however, City is under no obligation to do so, any such action by City is not to be construed as a waiver of Bidder's obligation to defend City or as a waiver of Bidder's obligation to indemnify City pursuant to this contract. Bidder shall retain City approved defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this contract. If Bidder fails to retain counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and Bidder shall be liable for all costs incurred by City.
- 2.6 The successful Bidder and the City agree that each party have rights, duties, and remedies available as stated in the Uniform Commercial Code and any other available remedy, whether in law or equity.
- 2.7 All equipment, supplies and work furnished under this contract shall comply with applicable laws, ordinances and regulations. The Bidder shall obtain and pay for such permits and inspections as are required for the legal performance of this work.
- 2.8 The City reserves the right to audit the records and performance of Bidder during the term of the contract and for three (3) years thereafter.
- 2.9 Payment will be made in accordance with Texas statutes. Term of payment is net thirty (30) days after the date the City receives and accepts the goods and/or services in accordance with the contract.
- 2.10 The City is by statute tax-exempt therefore pricing shall not include taxes. Tax exemption certificates will be executed by the City and furnished upon request.
- 2.11 Bidders shall state a firm completion time. The City reserves the right to cancel orders and/or assess financial penalties if the Bidder fails to complete project as promised. Work shall be scheduled between 7:00 a.m. and 6:00 p.m., Monday through Friday, excluding holidays, unless otherwise approved by the City.
- 2.12 When manufacturers are named in the specification, they are not meant to limit competition, but to define the minimum standard, quality, and performance of the item specified. All materials supplied will be new, first quality industrial-grade products.

- 2.13 Bid prices cannot be altered or amended after submission deadline. Any interlineations, alteration, or erasure made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.
- 2.14 A bid price may not be withdrawn or canceled by the bidder for a period of sixty (60) days following the date designated for the receipt of bids without written approval of the Purchasing Manager, and bidder so agrees upon submittal of bid.
- 2.15 No oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the resulting contract. All change orders must be made in writing.
- 2.16 All work, materials, equipment, and supplies, furnished under this contract shall comply with applicable laws, ordinances and regulations.
- 2.17 Unless otherwise indicated, items will be new, unused, and in first rate condition in containers suitable for damage-free shipment and storage.
- 2.18 The City shall have the right to do other work, or to let other contracts for work to be done, on the same sites as specified for the work to be done under this contract, and the City's arrangements as to precedence of work and the relationship between the Bidder and the City shall be decisive.
- 2.19 Texas Government Code, Chapter 2252, non-resident bidders; Texas Law prohibits cities and governmental units from awarding contracts to a non-resident unless the amount of such bid is lower than the lowest bid by a Texas resident by the amount a Texas resident would be required to underbid in the non-resident bidder's state.
- 2.20 The Bidder shall purchase and maintain in force the kinds of insurance for operations under the Construction Agreement as specified. Insurance certificates in the amounts shown and under the conditions noted shall be provided to the City before the commencement of any work.
- 2.21 The Bidder shall purchase and maintain in force the policies of insurance specified in the Contract Documents.
- 2.22 Nothing in this Bid shall release the Bidder from compliance with any State Wage Law that may be applicable. The Bidder shall abide by the Wage and Hour Laws of the State and must not pay less than the wages legally prescribed as set forth herein.
 - (a) Except for work on legal holidays, the "general prevailing rate of per diem wage" for the various crafts or types of workmen or mechanics is the product of (a) the number of hours worked per day, except for overtime hours, times (b) the respective Rate Per Hour.
 - (b) For legal holidays, the "general prevailing rate of per diem wage" for the various crafts or type of workmen or mechanics is the product of (a) one and one-half times the respective Rate per Hour, times (b) the number of hours worked on a legal holiday.
 - (c) The "general prevailing rate for overtime work" for the crafts or type of workmen or mechanics is one and one-half times the above respective Rate per Hour.

-End General Conditions-

SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT

This project is governed under Section 3 of the Housing and Urban Development Act of 1968 [12 U.S.C. 1701u and 24 CFR Part 1351], which provides preference to low- to very-low-income residents of the local community (regardless of race or gender) and the businesses that substantially employ these persons, for new employment, training, and contracting opportunities.

Section 3 requires the awarded recipient to fulfill the following obligations to the greatest extent feasible and submit Section 3 summary reports.

If the awarded recipient or a subcontractor of the awarded recipient has the need to hire new persons to complete their contract responsibilities, they are required to direct their newly created employment and/or subcontracting opportunities to Section 3 residents and business concerns. In addition, the award recipient must notify the recipient agency about their efforts to comply with Section 3 and submit any required documentation.

Section 3 Business Concerns means a business concern meeting at least one of the following criteria, documented within the last six-month period: (1a) It is at least 51 percent owned and controlled by low- or very low-income persons; (1b) Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or (1c) It is a business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing. (2) The status of a Section 3 business concern shall not be negatively affected by a prior arrest or conviction of its owner(s) or employees. (3) Nothing in this part shall be construed to require the contracting or subcontracting of a Section 3 business concern. Section 3 business concerns are not exempt from meeting the specifications of the contract.

A Section 3 resident is: 1) a public housing resident; or 2) a low-or very low-income person residing in the City of Sherman where the Section 3 covered assistance is expended.

The following will be included in the awarded recipient's contract with the City:

1. Section 3 of the Housing and Urban Development Act of 1968: The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by the U.S. Department of Housing and Urban Development (HUD) assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
2. Contractor Certification of Compliance: The parties to this contract agree to comply with HUD's regulations in 24 CFR 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the 24 CFR 75 regulations.
3. Contract Language Requirement: The contractor agrees to include this Section 3 Contract Requirements clause in every sub-contract subject to compliance with regulations in 24 CFR 75, and agrees to take appropriate action, as provided in an applicable provision of the sub-contractor in this Section 3 Contract Requirements clause, upon a finding that the sub-contractor is in violation of the regulations in 24 CFR 75. The contractor will not sub-contract with any sub-contractor where the contractor has notice or knowledge that the sub-contractor has been found in violation of the regulations in 24 CFR 75.
4. Contracting Requirements: To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, the CDBG Grantee and contractors and sub-contractors for the CDBG project shall ensure contracts and sub-contracts for work awarded in connection with the project are

awarded to business concerns that provide economic opportunities to Section 3 Workers; and where feasible in the following order of priority: (1) Section 3 Business concerns that provide economic opportunities to Section 3 Workers residing within the metropolitan area (or nonmetropolitan county) in which the HUD funded assistance is provided/in which the HUD funded/CDBG project is occurring; and (2) YouthBuild programs.

5. Employment and Training Requirements: To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, the CDBG Grantee and contractors and sub-contractors for the CDBG project shall ensure employment and training opportunities generated in connection with the project are filled by Section 3 Workers; and where feasible, in the following order of priority: (1) low- and very low-income persons residing within the metropolitan area (or nonmetropolitan county) in which the CDBG assistance is expended (i.e., in which the CDBG project is occurring); and (2) participants in YouthBuild programs.
6. Section 3 Definitions [24 CFR 75]: Definitions for Section 3 terms per 24 CFR 75 are as follows: Section 3 Worker: An employee who currently fits (if hired more than five (5) years before starting work on the CDBG project), or fit at the time of hire (if hired within five (5) years of starting work on the CDBG project), at least one (1) of the following categories: (1) is employed by a Section 3 Business concern; or (2) is a low- or very low-income resident (i.e., a local person living within the Section 3 service area as defined in 24 CFR 75.5, with an individual annualized income at the time of hire (if hired within five (5) years of starting work on the CDBG project), or currently as of date of starting work on the project (if hired more than five (5) years before starting work on the CDBG project) that was/is at or below the low-income (80%) threshold established by HUD for a Family of 1 for the county in which the person lives) [Note: The HUD income threshold must be from the HUD Income Limits for the CDBG program that are in effect at the time of hire (if hired within five (5) years of starting work on the CDBG project), or currently in effect as of the date the worker started work on the CDBG project (if hired more than five (5) years prior to starting work on the CDBG project). The HUD Income Limits are updated annually, typically in March or April.]; or (3) is a YouthBuild participant. Targeted Section 3 Worker: An employee who is employed by a Section 3 Business concern; or who currently fits (or when hired fit) at least one (1) of the following categories as documented within the past five (5) years: (1) lives/lived within the Section 3 service area or the neighborhood of the CDBG project as defined in 24 CFR 75.5; or (2) is a YouthBuild participant. Section 3 Business concern: A business that fits at least one (1) of the following categories: (1) 51% or more owned by low- or very low-income persons; or (2) 75% or more of the labor hours are performed by low- or very low-income persons; or (3) 51% or more owned by current residents of public housing or Section 8-assisted housing. Section 3 Service Area: An area within one (1) mile of the CDBG project's location (i.e., street address); or an area within a circle centered around the CDBG project site that encompasses 5,000 people [if less than 5,000 people live within a one (1) mile radius of the CDBG project site].

Reporting Labor Hours: CDBG Grantee and contractors and sub-contractors for the CDBG project shall report all worker (see exception on next page) * labor hours on the project as follows: (1) the total number of labor hours worked; (2) the total number of labor hours worked by Section 3 Workers; and (3) the total number of labor hours worked by Targeted Section 3 Workers. The labor hours reported shall include the total number of labor hours worked on the financially assisted project by workers employed by the CDBG Grantee, and employed by their contractors and sub-contractors, during the reporting period specified by HUD and the State CDBG Program. The labor hours reported may be based on the employer's good faith assessment of the labor hours of a full-time or part-time employee informed by the employer's existing salary or time and attendance-based payroll systems, unless the project or activity is otherwise subject to requirements specifying time and attendance reporting. [Note: Construction contractors required to maintain certified payroll records to meet federal labor standards requirements shall report actual work hours as reported on the certified payroll records.] *Exception for positions that require an advanced degree or professional certification: Reporting of hours for positions requiring an advanced degree or professional certification is not required, but the hours may be reported to demonstrate Section 3 "best efforts". The CDBG Grantee, contractors and sub-contractors may report the labor hours by Section 3 Workers and Targeted Section 3 Workers without including labor hours from employees in positions requiring an advanced degree or professional certification in the total number of labor hours worked, but if the contract covers both work requiring an advanced degree or

- professional certification and other work, the labor hours for the other work under the contract that are not from employees in positions requiring an advanced degree or professional certification must still be reported. Section 3 Contract Requirements (post 11/30/2020 Grantee Awards) Form v.2021-09-01
7. Section 3 Benchmarks: The HUD Section 3 Final Rule (24 CFR 75) establishes “safe harbor” benchmarks that are quantitative benchmarks and prioritized qualitative efforts that funding recipients must complete to assist low- and very low-income persons with employment and training opportunities: (1) 25% or more of all labor hours worked must be worked by Section 3 Workers; and (2) 5% or more of all labor hours worked must be worked by Targeted Section 3 Workers. If the “safe harbor” benchmarks are not met over the course of the project, then the CDBG Grantee and contractors and sub-contractors for the CDBG project shall provide evidence of completing qualitative efforts to assist low- and very low-income persons with employment and training opportunities. Supporting documentation of these completed efforts must also be maintained in the CDBG Grantee’s and contractors’ CDBG project files, to be made available upon request for monitoring purposes.
 8. Demonstrating Best Efforts: When the Section 3 benchmarks are not met, the CDBG Grantee and contractors and sub-contractors for the CDBG project shall demonstrate and report qualitative efforts made in an attempt to meet the benchmarks, which may include but are not limited to the following: (1) Engage in outreach efforts to generate job applicants who are Targeted Section 3 Workers. (2) Provide training or apprenticeship opportunities. (3) Provide technical assistance to help Section 3 Workers compete for jobs (e.g., resume assistance, coaching). (4) Provide or connect Section 3 Workers with assistance in seeking employment including: drafting resumes, preparing for interviews, and finding job opportunities connecting residents to job placement services. (5) Hold one or more job fairs. (6) Provide or refer Section 3 Workers to services supporting work readiness and retention (e.g., work readiness activities, interview clothing, test fees, transportation, childcare). (7) Provide assistance to Section 3 Workers to apply for/or attend community college, a four-year educational institution, or vocational/technical training. (8) Assist Section 3 Workers to obtain financial literacy training and/or coaching. (9) Engage in outreach efforts to identify and secure bids from Section 3 Business concerns. (10) Provide technical assistance to help Section 3 Business concerns understand and bid on contracts. (11) Divide contracts into smaller jobs to facilitate participation by Section 3 Business concerns. (12) Provide bonding assistance, guaranties, or other efforts to support viable bids from Section 3 Business concerns. (13) Promote use of business registries designed to create opportunities for disadvantaged and small businesses. (14) Conduct outreach, engagement, or referrals with the state one-stop system as defined in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.
 9. Recordkeeping & Reporting: The CDBG Grantee and contractors and sub-contractors for the CDBG project shall maintain all records demonstrating compliance with 24 CFR 75, including contracting information and documents, worker income certifications (for Section 3 Worker status determinations), and worker labor hours on CDBG project; and provide data and reporting documents as requested and required by the State CDBG Program and/or HUD. Grantee and contractor records may be monitored for compliance by the State CDBG Program and/or HUD.
 10. Non-Compliance: Non-compliance with HUD’s regulations in 24 CFR 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts. 11. Indian Housing Assistance Project Specifications: With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible: (i) preference and opportunities for training and employment shall be given to Indians; and (ii) preference in the award of contracts and sub-contracts shall be given to Indian organizations and Indian-Owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

DAVIS BACON WAGE RATE GENERAL DECISION

"General Decision Number: TX20250249 03/14/2025

Superseded General Decision Number: TX20240249

State: Texas

Construction Type: Building

County: Grayson County in Texas.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered	. Executive Order 14026	
into on or after January 30,	generally applies to the	
2022, or the contract is	contract.	
renewed or extended (e.g., an	. The contractor must pay	
option is exercised) on or	all covered workers at	
after January 30, 2022:	least \$17.75 per hour (or	
	the applicable wage rate	
	listed on this wage	
	determination, if it is	
	higher) for all hours	
	spent performing on the	
	contract in 2025.	
If the contract was awarded on	. Executive Order 13658	
or between January 1, 2015 and	generally applies to the	
January 29, 2022, and the	contract.	
contract is not renewed or	. The contractor must pay all	
extended on or after January	covered workers at least	

CDBG-Funded Senior Citizens Center Remodel

30, 2022:	\$13.30 per hour (or the	
	applicable wage rate listed	
	on this wage determination,	
	if it is higher) for all	
	hours spent performing on	
	that contract in 2025.	

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/03/2025
1	03/14/2025

ASBE0021-011 06/01/2023

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR (Duct, Pipe and Mechanical System Insulation).....	\$ 31.32	7.52

* BOIL0074-003 01/01/2025

	Rates	Fringes
BOILERMAKER.....	\$ 33.17	24.92

ENGI0178-005 06/01/2020

	Rates	Fringes
POWER EQUIPMENT OPERATOR		

CDBG-Funded Senior Citizens Center Remodel

(1) Tower Crane.....	\$ 32.85	13.10
(2) Cranes with Pile Driving or Caisson Attachment and Hydraulic Crane 60 tons and above.....	\$ 28.75	10.60
(3) Hydraulic cranes 59 Tons and under.....	\$ 32.35	13.10

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IRON0263-004 06/01/2024

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 28.64	7.93

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PLUM0100-009 11/01/2024

	Rates	Fringes
PIPEFITTER (Excludes HVAC Pipe Installation).....	\$ 39.76	14.04
PLUMBER (HVAC Pipe Installation Only).....	\$ 39.76	14.04

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* SUTX2014-025 07/21/2014

	Rates	Fringes
BRICKLAYER.....	\$ 19.95	0.00
CARPENTER.....	\$ 15.81 **	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 13.27 **	0.00
ELECTRICIAN.....	\$ 20.59	3.36
IRONWORKER, REINFORCING.....	\$ 12.33 **	0.00
IRONWORKER, STRUCTURAL.....	\$ 16.83 **	4.58
LABORER: Common or General.....	\$ 10.00 **	0.00
LABORER: Mason Tender - Brick...	\$ 10.95 **	0.00

CDBG-Funded Senior Citizens Center Remodel

LABORER: Mason Tender - Cement/Concrete.....	\$ 10.76 **	0.00
LABORER: Pipelayer.....	\$ 13.00 **	0.35
LABORER: Roof Tearoff.....	\$ 11.28 **	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 12.89 **	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 13.93 **	0.00
OPERATOR: Bulldozer.....	\$ 18.29	1.31
OPERATOR: Drill.....	\$ 17.60 **	0.50
OPERATOR: Forklift.....	\$ 13.63 **	0.00
OPERATOR: Grader/Blade.....	\$ 12.95 **	0.00
OPERATOR: Loader.....	\$ 13.39 **	0.90
OPERATOR: Mechanic.....	\$ 17.52 **	3.33
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 18.44	0.00
OPERATOR: Roller.....	\$ 15.04 **	0.00
PAINTER (Brush, Roller, and Spray).....	\$ 13.46 **	2.49
PLUMBER, Excludes HVAC Pipe Installation.....	\$ 22.27	4.81
ROOFER.....	\$ 16.53 **	0.00
SHEET METAL WORKER (HVAC Duct Installation Only).....	\$ 21.04	5.28
SHEET METAL WORKER, Excludes HVAC Duct Installation.....	\$ 21.31	4.66

CDBG-Funded Senior Citizens Center Remodel

TILE FINISHER.....	\$ 11.22 **	0.00
TILE SETTER.....	\$ 14.25 **	0.00
TRUCK DRIVER: Dump Truck.....	\$ 12.39 **	1.18
TRUCK DRIVER: Flatbed Truck.....	\$ 19.65	8.57
TRUCK DRIVER: Semi-Trailer Truck.....	\$ 12.50 **	0.00
TRUCK DRIVER: Water Truck.....	\$ 12.00 **	4.11

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.75) or 13658 (\$13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information

on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

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The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than "SU", "UAVG", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for

those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE:

UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination.

The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage

and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION"

FEDERAL RULES AND REGULATIONS

1. This Project is financed in whole or in part with assistance from the U.S. Department of Housing and Urban Development (HUD) and is subject to all applicable Federal laws and regulations. Contractor and its subcontractors must comply with all applicable HUD rules and regulations governing construction projects funded with Community Development Block Grant (CDBG) funds.

2. Prohibition of Use of Lead-Based Paint: Contractor agrees to comply with 24 CFR Part 35 adopted pursuant to the Lead-Based Paint Poisoning Prevention Act (42.U.S.C. 4831 et seq.) and all applicable rules and orders issued by HUD thereunder which prohibit the use of lead-based paint in residential structures undergoing federally assisted construction or rehabilitation and require the elimination of lead-based paint hazards. Every contract or subcontract, including painting, pursuant to which such federally assisted construction or rehabilitation is performed, shall include appropriate provisions prohibiting the use of lead-based paint.

3. Compliance with Environmental Laws: Contractor agrees to comply with 24 CFR 570.604 (environmental standards), including compliance with the Clean Air Act, as amended (42, U.S.C. 1857 et. seq.); the Federal Water Pollution Control Act, as amended (33 U.S.C. 1318 et seq.), including inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308; and the regulations and guidelines of the Environmental Protection Agency (EPA) governing the work provided under this Contract. Contractor stipulates that any facility to be utilized in the performance of this contract or subcontract is not identified on the List of Violating Facilities issued by the EPA. Contractor shall give prompt notice of any notification received from the EPA, indicating that a facility utilized or to be utilized for the Contract is under consideration to be listed on the EPA List of Violating Facilities.

Contractor will include or cause to be included the criteria and requirements of this section (Compliance with Environmental Laws) in every subcontract and will take such action as the City may direct as a means of enforcing such provisions.

In no event shall any amount of the assistance provided under this contract be utilized with respect to a facility which has given rise to a conviction under the Clean Air Act or the Federal Water Pollution Control Act.

4. Architectural Barriers Act and the Americans with Disabilities Act: Contractor shall comply with the following requirements as applicable to the Work performed under the Contract:

(a) The Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157), which requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that insure accessibility to, and use by, physically handicapped people. A building or facility designed, constructed, or altered with funds allocated or reallocated under this part after December 11, 1995, and that meets the definition of "residential structure" as defined in 24 CFR 40.2 or the definition of

“building” as defined in 41 CFR 101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) and shall comply with the Uniform Federal Accessibility Standards (appendix A to 24 CFR part 40 for residential structures, and appendix A to 41 CFR part 101-19, subpart 101-19.6, for general type buildings).

(b) The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218 and 225) (ADA), which provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services, and telecommunications. It further provides that discrimination includes a failure to design and construct facilities for first occupancy no later than January 26, 1993, that are readily accessible to and usable by individuals with disabilities. Further, the ADA requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable—that is, easily accomplishable and able to be carried out without much difficulty or expense.

5. Inspections and Audits: At any time during normal business hours and as often as the City, HUD and/or the Comptroller General of the United States may deem necessary, Contractor shall make available to the City, HUD and/or representatives of the Comptroller General for examination all of its records with respect to all matters covered by this Contract and will permit the City, HUD and/or representatives of the Comptroller General to inspect all work, audit, examine and make excerpts of 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 Contract.

5.1 Reports, Records, and Data:

- a. The Contractor shall submit to the Owner such schedule of quantities and costs, progress schedules, reports, estimates, records and other data as the Owner may request concerning work performed or to be performed under this contract.
- b. All costs shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing the nature of the charges in proper detail. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to this contract shall be clearly identified and readily accessible to the City.
- c. The contractor shall retain all reports, records, and data related to this Project for a period of at least four years in accordance with federal retention laws.

5.2 Subcontracting:

- a. The Contractor shall be fully responsible to the City for the acts and omissions of its subcontractors concerning compliance with federal laws and HUD rules and regulations governing this Contract.

- b. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor for compliance with federal laws and HUD rules and regulations.
- c. Nothing contained in this contract shall create any contractual relations or privity of contract between any subcontractor and the City. Contractor agrees that subcontracts shall not contain pass-through provisions and any attempt to assign a pass-through right to a subcontractor shall be void and unenforceable.
- d. The Contractor will insert all provisions and forms required by HUD in all subcontracts, including a clause requiring subcontractors to include said provisions and forms in any lower tier subcontracts, as applicable.

6. Davis-Bacon Act & Copeland "Anti-Kickback" Act and Regulations: The Contractor and its subcontractors shall comply with the Davis-Bacon Act, the Copeland "Anti-Kickback" Act, and the regulations of the Secretary of Labor (29 CFR, Part 3), including all reporting, posting, recordkeeping, payroll, and prevailing wage rate requirements for federally assisted construction projects, all of which are incorporated herein by reference.

7. Contract Work Hours and Safety Standards Act: Contractor and its subcontractors shall comply with the Contract Work Hours and Safety Standards Act (40 USC, Chapter 5, Sections 326-332; and 29 CFR Part 4, 5, 6 and 8; 29 CFR Part 70 to 240), which applies to contracts over \$100,000 and requires that workers receive overtime compensation (time and one-half pay) for hours they have worked in excess of 40 hours in one week. When applicable, the City may enforce violations under this Act, which include liquidated damages of at least \$10.00 per day per violation.

8. Employment and contracting opportunities: To the extent that they are otherwise applicable, Contractor and its subcontractors shall comply with:

(a) Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (3 CFR 1964-1965 Comp. p. 339; 3 CFR, 1966-1970 Comp., p. 684; 3 CFR, 1966-1970., p. 803; 3 CFR, 1978 Comp., p. 230; 3 CFR, 1978 Comp., p. 264 (Equal Employment Opportunity), and Executive Order 13279 (Equal Protection of the Laws for Faith-Based and Community Organizations), 67 FR 77141, 3 CFR, 2002 Comp., p. 258; and the implementing regulations at 41 CFR chapter 60; and

(b) Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR part 135. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the project.

- (i) The Contractor will send to each labor organization, or representative of workers with which he has a collective bargaining agreement, or other worker's representative of its

commitments under Section 3, and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

- (ii) The Contractor will include the Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the City, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the HUD.
- (iii) For the purpose of Section 3, the Section 3 area is defined as the corporate limits of the City of Sherman, Texas. The Contractor or any subcontractor shall attempt to recruit from the Section 3 area and the Section 3 project area, the maximum number of lower income residents through: local advertising media, signs placed at proposed site for the project, and community organizations and public or private institutions operating within or serving the project area.
- (iv) When lower income resident workers apply, either on their own initiative or on referral from any source, the contractor and subcontractors shall determine the qualifications of such persons and shall employ such persons if their qualifications are satisfactory and the contractor or subcontractor has openings. If the contractor or subcontractor is unable to employ the workers, such persons shall be listed for the first available opening.
- (v) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, sex, age, color or national origin. The Contractor will take affirmative action to ensure that applicants are employed (and that employees are treated during employment) without regard to their race, religion, sex, age, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (vi) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor; state that all qualified applicants will receive consideration for employment without regard to race, religion, sex, age, color, or national origin.
- (vii) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or Federally-assisted construction contracts, in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965 and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (viii) The Contractor will include the provisions of paragraphs (i) through (vii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontract or vendor.
- (ix) Noncompliance with HUD's regulation in 24 CFR Part 135 may result in sanction, terminations of this contract for default, and debarment or suspension from future HUD assisted contracts.

- (x) With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. section 450e) also applies to the work to be performed under this Contract. Section 7(b) required that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contract and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises, Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

9. Project Signs: If required under federal law or upon recommendation by HUD, the Contractor shall erect a sign at the project site identifying the project and indicating that the project is funded with Community Development Block Grant funding. The project sign shall be substantially in accordance with instructions provided by HUD, made from 3/4 inch plywood, placed in a prominent location, and maintained in good condition until completion of the project.

10. Debarment; Conflicts of Interest: Contractor represents and warrants that it will notify the City immediately if Contractor or any of its subcontractors are debarred or threatened with debarment by a federal department or agency in relation to any federally funded projects. Contractor shall ensure compliance with all federal, state, and local laws, rules, and regulations governing conflicts of interest.

PROJECT DESCRIPTION SUMMARY

The City seeks a qualified Bidder to perform all construction and modifications and supply all materials and equipment for the CITY OF SHERMAN CDBG-FUNDED SENIOR CITIZENS CENTER REMODEL PROJECT. The project includes renovating the existing Senior Center Facility at 1500 N. Broughton Street, Sherman, TX 75090.

The site work includes removal of existing concrete and asphalt paving and installing new concrete paving (sidewalks, drives, ramps, etc.) The interior renovation includes selective demolition of interior walls, ceilings, flooring, electrical, mechanical and plumbing systems as required to renovate and re-configure approx 400sf into two ADA compliant restrooms and a service kitchenette. facility. The City Staff intends to keep the facility open during construction.

Project Schedule:

The contractor shall have 85 calendar days to complete the project.

Project Documentation:

The Bidder shall review all project documentation, including the plans and specifications: SHERMAN SENIOR CENTER REMODEL dated APRIL 4, 2025

-End Project Description Summary-

PRICE FORM

All prices must be stated in both script and figures. The City reserves the right to reject any and all bids and to waive formalities. In case of ambiguity or lack of clearness in stating prices in the bid, the City reserves the right to consider and adopt the most advantageous construction thereof, or to reject any or all bids. Unreasonable or unbalanced unit prices will be considered sufficient cause for rejection of any bid or bids. In case of a discrepancy between the product number and description, the description takes precedence. No bid may be withdrawn within forty-five (45) days after date on which bids are opened. Oral, written, emailed or telecopied modifications to bids will not be considered. Modifying or qualifying statements of any kind shall be on a separate sheet and submitted in the same envelope with the Bid.

As security for the faithful completion of the work by the contractor, the owner shall retain five percent (5%) of the total dollar amount of work done on all contracts. Retainage will be held from each progress payment/invoice through final project completion and acceptance.

In case of a difference in written words and figures on the proposal form, the amount in written words shall govern. Federal and State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and such rules and regulations will be deemed to be included in the contract as though said rules and regulations were written out in full in said contract.

The Bidder proposes to perform all the work required by the Contract Documents for the Sherman Senior Center project for the amount of: _____ Dollars and Cents (fill in amount in words)	TOTAL	\$ _____
The Bidder proposes an alternate cost to provide and install portable generator connection equipment. Ref note on sheet A100 for requirements _____ Dollars and Cents (fill in amount in words)	Alternate 1	\$ _____
The Bidder proposes an alternate to provide and install two solar parking lot lights with concrete base at the City Owned lot along N Broughton Street. Ref 02/A100 for requirements _____ Dollars and Cents (fill in amount in words)	Alternate 2	\$ _____

Bidder hereby declares that Bidder has visited the site(s) of work and has carefully examined the Contract Documents pertaining to the work covered by this bid. The Bidder further agrees to execute and file with the City a contract and bonds on the forms provided within ten (10) days after receipt of written notification of award of the contract and to begin the work to be performed under the contract within ten (10) days after receipt of written notice to proceed, and to complete one hundred percent (100%) of the work for within 85 **calendar days** after the effective starting date for the Project as specified in the City's Notice to Proceed.

BIDDER ACKNOWLEDGMENT

Signature

Date

BIDDER QUALIFICATIONS STATEMENT

The Bidder's organization must be able to demonstrate that its organization and all persons and/or entities performing work under the Bidder's direction are qualified and organized to perform the proposed construction. The Bidder must also demonstrate that it has consistently and satisfactorily completed construction projects similar in scope, complexity, and size over the past five (5) years or the company's entire history if less than five (5) years.

1. Bidder Information Forms (see following pages)
 - a. Bidder Entity Information
 - b. Supplemental Entity Information
 - c. Bidder References (5)
 - d. Bidder Endorsement

2. Resumes of the proposed key personnel, including project manager and/or superintendent, including:
 - a. Educational Background
 - b. Work Experience
 - c. References for each individual

3. A listing of all similar projects completed within the last five (5) years with a brief description of the project that includes: (if different than the Bidder reference)
 - a. Project name and location
 - b. Project size
 - c. Project construction cost and date completed
 - d. Owner and architect contact names and current telephone numbers

4. Claims and Suits Information (If the answer to any of the questions is yes, please attach details):

Y _____	N _____	Has your organization ever failed to complete any work awarded to it?
Y _____	N _____	Are there any judgments, claims, arbitration proceedings, or suits pending or outstanding against your organization or its officers?
Y _____	N _____	Has your organization filed any lawsuits or requested arbitration with regard to construction contracts within the last five years?
Y _____	N _____	Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract?

BIDDER ENTITY INFORMATION

Contractor: _____

Project: _____

Indicate One: _____ Sole Proprietor _____ Partnership _____ LLC
_____ Corporation _____ Joint Venture _____ Other

NOTICE CONTACT

Name: _____

Title: _____

Email: _____

Address: _____

City: _____

State & Zip: _____

Phone: _____

PROJECT CONTACT (if different)

Name: _____

Title: _____

Email: _____

Address: _____

City: _____

State & Zip: _____

Phone: _____

State and Date of Incorporation, Partnership, Ownership, Etc. _____

Location of Principal Office: _____

Contact and Phone at Principal Office: _____

Liability Insurance Provider: _____

Workers compensation Insurance Provider: _____

Address: _____

Contact and Phone: _____

Number of Years in Business as a Contractor on the Types of Work Described in this Bid: _____

SUPPLEMENTAL ENTITY INFORMATION

Is the company a:	Sole Proprietorship	_____	Yes	_____	No
	Partnership	_____	Yes	_____	No
	Limited Liability Company	_____	Yes	_____	No
	Corporation	_____	Yes	_____	No
	Other	_____	Yes	_____	No

If the company is a **sole proprietorship**, please list the owner's full legal name, the name under which business is conducted (i.e. d/b/a), the address for the company, including the state and county in which your business is located:

If the company is a **partnership (general or limited)**, please list the exact name of the partnership, whether it is a partnership formed under the laws of the State of Texas or another state, the business address for the partnership, including the state and county, and list of the names of all of the partners for the partnership:

If the company is a **limited liability company**, please list the exact name of the company, whether it is a limited liability company (LLC) formed under the laws of the State of Texas or another state, the business address for the company, including the state and county, and list the names of all the members and managers for the company:

If the company is a **corporation**, please list the exact name of the corporation, whether it is a corporation formed under the laws of the State of Texas or another state, the business address for the corporation, including the state and county, and list the names of all of the officers for the corporation:

If the company is **another entity** not listed above, please list the exact name and type of company, the state under which it is formed, the business address for the company, including the state and county, and list the names of all of the persons authorized to act on the company's behalf:

Is the company a minority or woman owned business enterprise? _____ No _____ Yes (if yes, specify: _____ MBE _____ WBE)

BIDDER ENTITY REFERENCES

Please list at least five (5) references that can attest to the Bidder's quality of work on similar projects:

Project: _____

Project Description: _____

Owner/Agency: _____

Contract Price: _____

Contact Person: _____ Phone: _____ Email _____

Project: _____

Project Description: _____

Owner/Agency: _____

Contract Price: _____

Contact Person: _____ Phone: _____ Email _____

Project: _____

Project Description: _____

Owner/Agency: _____

Contract Price: _____

Contact Person: _____ Phone: _____ Email _____

Project: _____

Project Description: _____

Owner/Agency: _____

Contract Price: _____

Contact Person: _____ Phone: _____ Email _____

Project: _____

Project Description: _____

Owner/Agency: _____

Contract Price: _____

Contact Person: _____ Phone: _____ Email _____

BID ENDORSEMENT

The undersigned Bidder hereby declares that he has visited the site(s) of work and has carefully examined the Contract Documents pertaining to the work covered by this bid. The Bidder hereby agrees to commence work within ten (10) days after the date written notice to do so shall have been given to him, and to substantially complete the work within **85 calendar days** after the effective starting date for the Project as specified in the City's Notice to Proceed.

In the event of the award of a contract to the undersigned, the undersigned will furnish the following bond(s) in the full amount of the contract:

Performance Bond
Payment Bond
Maintenance Bond

Receipt is hereby acknowledged for the following addenda to the contract documents:

Addendum No. 1 dated	_____	Received	_____
Addendum No. 2 dated	_____	Received	_____
Addendum No. 3 dated	_____	Received	_____
Addendum No. 4 dated	_____		_____

The undersigned, in submitting this Bid Proposal and their endorsement of same, represents that they are authorized to obligate their firm, that they have read this entire Bid Package, is aware of the covenants contained herein and will abide by and adhere to the expressed requirements. Submittals will be considered as being responsive only if entire Bid Package plus any/all attachments is returned with all blanks completed. The undersigned further certifies that the bid prices contained in this proposal have been carefully checked and are submitted as correct and final.

TOTAL BID AMOUNT \$ _____

Contractor (Firm Name)

Signature: _____
Title: _____
Address: _____

Phone: _____
Email: _____

BID BOND

The undersigned Bidder hereby declares that Bidder has visited the site of the work and has carefully examined the Contract Documents pertaining to the work covered by the above referenced Bid, and Bidder further agrees to commence work within TEN (10) days after the date of written notice to do so, and to have 100% of the work on which he has bid complete within **the bidder's proposed calendar day time frame.**

Enclosed with this proposal is a:

_____ Certified Check

_____ Bid/Proposal Bond

for an amount not less than 5% of the maximum amount bid which it is agreed shall be collected and retained by the Owner as liquidated damages in the event this Bid Response is accepted by the owner within NINETY (90) days after the bids are received and the undersigned fails to execute the contract and the required bond for the Owner within TEN (10) days after the date said proposal is accepted, and otherwise, said check or bond shall be returned to the undersigned upon request.

BIDS SUBMITTED WITHOUT REQUIRED CHECK OR BID BOND WILL BE CONSIDERED NON-RESPONSIVE.

Bidder (Firm Name)

Signature: _____

Name: _____

Title: _____

Address: _____

Phone: _____

Email: _____

PERFORMANCE BOND

BOND NO. _____

STATE OF TEXAS §

§ KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF Grayson §

THAT _____ (Name of Contractor) of _____ (City) _____
County, State of _____ as PRINCIPAL and _____ (Name of
Surety) as SURETY, authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly
bound unto City of Sherman (OWNER), in the penal sum of _____ and ___/100 Dollars
(\$_____) for the payment whereof, the said PRINCIPAL and SURETY bind themselves, and their heirs, administrators,
executors, successors, and assigns, jointly and severally, by these presents:

WHEREAS, the PRINCIPAL has entered into a certain written contract with the OWNER, for
CDBG-Funded Senior Citizens Center Remodel Project (Name of Project) which contract is hereby referred to and made
part hereof as fully and to the same extent as if copied at length herein.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said PRINCIPAL shall
faithfully perform the said contract and shall in all respects duly and faithfully observe and perform all and singular the
covenants, conditions and agreements in and by said contract agreed and covenanted by the PRINCIPAL to be observed and
performed, and according to the true intent and meaning of said contract and the Plans and Specifications hereto annexed,
then this obligation shall be void; otherwise to remain in full force and effect:

“PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas
Government Code for Public Works as amended and all liabilities on this bond shall be determined in accordance with the
provisions of said Chapter to the same extent as if it were copied at length herein.”

SURETY, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the
terms of the contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same,
shall in any way affect its obligation on this bonds, and it does hereby waive notice of any such change, extension of time,
alteration or addition to the terms of the contract, or to the work to be performed thereunder.

IN WITNESS WHEREOF, the said PRINCIPAL and SURETY have signed and sealed this instrument this .
_____ day of _____ 20_____.

PRINCIPAL:

SURETY:

Name of Contractor

Name of Surety

Signature

Signature

Printed Name and Title

Printed Name and Title

Address

Address

City, State, Zip

City, State, Zip

The name, address and phone number of the Resident Agent of Surety is:

PAYMENT BOND

BOND NO. _____

STATE OF TEXAS §

§ KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF Grayson §

THAT _____ (Name of Contractor) of _____ a (City) _____ County, State of _____ as PRINCIPAL, as PRINCIPAL and _____ (Name of Surety) as SURETY, authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto City of Sherman (OWNER), in the penal sum of _____ and __/100 Dollars (\$_____) for the payment whereof, the said PRINCIPAL and SURETY bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, by these presents:

WHEREAS, the PRINCIPAL has entered into a certain written contract with the OWNER, for **CDBG-Funded Senior Citizens Center Remodel Project** (Name of Project) which contract is hereby referred to and made part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said PRINCIPAL shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided for in said contract, then this obligation shall be void; otherwise to remain in full force and effect:

“PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code for Public Works as amended and all liabilities on this bond shall be determined in accordance with the provisions of said Chapter to the same extent as if it were copied at length herein.”

SURETY, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same, shall in any way affect its obligation on this bonds, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work to be performed thereunder.

IN WITNESS WHEREOF, the said PRINCIPAL and SURETY have signed and sealed this instrument this _____ day of _____ 20_____.

PRINCIPAL:

SURETY:

Name of Contractor

Name of Surety

Signature

Signature

Printed Name and Title

Printed Name and Title

Address

Address

City, State, Zip

City, State, Zip

The name, address and phone number of the Resident Agent of Surety is:

MAINTENANCE BOND

BOND NO. _____

STATE OF TEXAS §

§ KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF Grayson §

THAT _____ (Name of Contractor) of _____ (City) _____ County, State of _____ as PRINCIPAL and _____ (Name of Surety) as SURETY, a corporation organized under the laws of the State of _____ as sureties, do hereby expressly acknowledge themselves to be held and bound to pay unto the City of Sherman, a municipal corporation, chartered by virtue of a special act of legislature of the State of Texas, at Sherman, Grayson County, Texas, the sum of _____ and __/100 Dollars (\$_____) for the payment of which sum will truly be made unto said City of Sherman, and its successors, and said principal and sureties to hereby bind themselves, their assigns and successors jointly and severally.

This obligation is conditioned, however, that whereas the said contractor has this day entered into a written contract with the said City of Sherman to build and construct **CDBG-Funded Senior Citizens Center Remodel Project** (Name of Project) which contract, plans and specifications therein mentioned are hereby expressly made a part hereof as though the same were written embodied herein.

WHEREAS, under the plans, specifications, and contract, it is provided that the contractor will maintain and keep in good repair the work herein contracted to be done and performed for a period of one (1) years from the date of the acceptance of said work, and to do all necessary repairing and/or reconstructing in whole or in part of said improvements that should be occasioned by settlement of foundation, defective workmanship or materials furnished in the construction or any part thereof or any of the accessories thereto constructed by the contractor. It being understood that the purpose of this section, in part, is to cover all defective conditions arising by reason of defective material and charge the same against the said contractor and sureties on this obligation, and the said contractor sureties hereon shall be subject to the liquidation damages mentioned in said contract for each day's failure on its part to comply with the terms of said provisions of said contract. Now, therefore, if the said contractor shall keep and perform its said agreement to maintain said work and keep the same in repair for the said maintenance period of one (1) years, as provided, then these presents shall be null and void, and have no further effect, but if default shall be made by said contractor in the performance of its contract to so maintain and repair said work, then these presents shall have full force and effect, and said City of Sherman shall have and recover from the said contractor and its principal and sureties damages in the premises, as provided; and it is further agreed that this obligation shall be continuing one against the principal and sureties, hereon, and that successive recoveries may be and had hereon for successive branches until the full amount shall have been exhausted; and it is further understood that the obligation herein to maintain said work shall continue throughout said maintenance period, and the same shall not be changed, diminished or in any manner affected from any cause during said time.

IN WITNESS WHEREOF, the said PRINCIPAL and SURETY have signed and sealed this instrument this _____ day of _____, 20____.

PRINCIPAL:

SURETY:

Name of Contractor

Name of Surety

Signature

Signature

Printed Name and Title

Printed Name and Title

Address

Address

City, State, Zip

City, State, Zip

The name, address and phone number of the Resident Agent of Surety is:

Exhibit C
City's Insurance Requirements

I. GENERAL INSURANCE REQUIREMENTS –

- A. All policies shall name the City of Sherman, its officers, agents, representatives and employees as additional insureds as to all applicable coverages with the exception of workers compensation insurance.
- B. Such policies shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal or material modification of any policies, evidenced by return receipt or United States Certified Mail.
- C. Such policies shall provide for a waiver of subrogation against City for injuries, including death, property damage or any other loss to the extent the same is covered by the proceeds of the insurance.

II. INSURANCE COMPANY QUALIFICATION – All insurance companies providing the required insurance shall be authorized to transact business in the State of Texas, and shall have a minimum rating of “A” by A.M. Best’s Key Rating Guide, or other equivalent rating service(s).

III. CERTIFICATE OF INSURANCE – A Certificate of Insurance and all applicable endorsement(s) evidencing the required insurance shall be submitted prior to commencing work under this Agreement. If the Agreement is renewed or extended by City, a Certificate of Insurance and all applicable endorsement(s) shall also be provided to City prior to the date the Agreement is renewed or extended.

IV. INSURANCE CHECKLIST – “X” means that the following coverage is required for this Agreement.

	Coverage Required	Limits
--	-------------------	--------

<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.
<u> </u>	4. Professional Liability	▪ Minimum \$1,000,000.00 each claim; ▪ Minimum \$2,000,000.00 in the aggregate.
<u> </u>	5. Umbrella Coverage or Excess Liability Coverage	▪ An amount of \$ 2,000,000.00.
<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 City for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. All insurance policies that are required to name City as an additional insured must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.	

- X 8. Thirty (30) days' notice of cancellation, non-renewal, or material change required. The words "endeavor to" and "but failure" (to end of sentence) are to be eliminated from the Notice of Cancellation provision on standard ACORD certificates.
- X 9. Insurance company has a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).
- X 10. The Certificate of Insurance must state the project title.
- ___ 11. Other Insurance Requirements (State Below):

Exhibit D
Affidavit of No Prohibited Interest

THE STATE OF _____ §

THE COUNTY OF _____ §

I, _____, an authorized agent of Contractor, make this affidavit and hereby under oath state the following:

I, and/or a person or persons related to me, have the following interest in a business entity that would be affected by the work or decision under this Agreement (Check all that apply):

- _____ Ownership of ten percent (10%) or more of the voting shares of the business entity.
- _____ Ownership of Twenty-Five Thousand and 00/100 Dollars (\$25,000) or more of the fair market value of the business entity.
- _____ Funds received from the business entity exceed ten percent (10%) of my income for the previous year.
- _____ Real property is involved, and I have an equitable or legal ownership with a fair market value of at least Twenty-Five Thousand and 00/100 Dollars (\$25,000).
- _____ A relative of mine has a substantial interest in the business entity or property that would be affected by my business decision of the public body which I am a member.
- _____ Other: _____.
- _____ None of the Above.

Upon filing this affidavit with the City of Sherman, Texas, I further affirm that no relative of mine, in the first degree by consanguinity or affinity, as defined in Chapter 573, TEX. GOV'T CODE, as amended, is a member of a public body which took action on the agreement.

Signed this ____ day of _____, 202__.

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 _____, 202__.

Notary Public in and for the State of _____
My commission expires: _____

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

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;
or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

INSTRUCTIONS for State Law Mandated Certificate of Interested Parties Form (Form 1295)

1. Pursuant to House Bill 1295 passed by the 84th Texas Legislature (Section 2252.908, Texas Government Code, as amended) and formal rules released by the Texas Ethics Commission (TEC), all contracts with private business entities requiring approval by the Sherman City Council must be accompanied by an original signature unsworn declaration, Certificate of Interested Parties, Form 1295.
2. Form 1295 must be completed in accordance with the TEC Rules: (<https://www.ethics.state.tx.us/legal/ch46.html>) and Section 2252.908 of the Texas Government Code, as amended: (<http://www.legis.state.tx.us/tlodocs/84R/billtext/html/HB01295F.htm>).
3. For questions or issues regarding the TEC rules and state law provisions and how Form 1295 should be completed, please consult with your own legal counsel.
4. In order to fill out and submit Form 1295, you will need to log in as directed on the TEC website: [https://www.ethics.state.tx.us/whatsnew/elf info form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf%20info%20form1295.htm)

Tutorials for creating an account and for creating and submitting Form 1295 may also be found on this web page.
5. Please provide the bolded information exactly as it appears below when creating your certificate:

Who is the contract with? Click the button for **Other**

Governmental Entity

Agency/Entity Name: **City of Sherman**

Contract ID Number: **2025-12**

Description of Goods and Services to be provided: **CDGB-Funded Senior Citizens Center Remodel Project**
6. All other fields as required or as applicable to the individual vendor must be completed as explained in the tutorial video.
7. Vendors must provide a signed, original signature copy of this form along with four signed, notarized, original signature copies of the contract no later than 14 days after Notice of Recommendation for Award is received. All documents shall be signed by an Officer, Director or other Authorized Agent of the company. If the individual signing as Authorized Agent is not an officer or director of the company, appropriate documentation must be included with these documents to confirm that the individual has the authority to bind the company contractually.

VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE CHAPTER 2270

By signing below, the signatory hereby verifies that the firm it represents:

1. Does not boycott Israel; and,
2. Will not boycott Israel during the term of the contract.

SIGNED BY: _____

Print Name & Title: _____

Firm Name: _____

Date Signed: _____

NOTARIZATION

THE STATE OF _____)

COUNTY OF _____)

BEFORE ME, the undersigned notary public on this day personally appeared _____, on behalf of _____ (Company), who, being duly sworn, stated under oath that he/she has read the foregoing verification required by Texas Government Code Section 2270.002 and said statements contained therein are true and correct.

SWORN TO AND SUBSCRIBED before me on the _____ day of _____, 202__.

NOTARY PUBLIC IN AND
FOR THE STATE OF _____

The following definitions apply to Texas Government Code Section 2270.001:

(1) "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

(2) "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

State law requires any firm entering into an agreement or contract with the Authority to complete the foregoing verification. TEX. GOV'T CODE § 2270.002.

**CONSTRUCTION AGREEMENT BETWEEN THE CITY OF SHERMAN, TEXAS
AND _____**

The **City of SHERMAN, Texas**, a home-rule municipality ("SHERMAN"), and - _____, a _____ ("Contractor"), enter into this Construction Agreement ("Agreement") for the **CDBG-Funded Senior Citizens Center Remodel Project**. SHERMAN and Contractor are sometimes referred to collectively as the "parties" or individually as a "party."

WHEREAS, SHERMAN desires to engage Contractor to provide services in connection with the **CDBG-Funded Senior Citizens Center Remodel Project**. under the terms and conditions of this Agreement ("Project");

WHEREAS, SHERMAN issued a Request for Proposals, attached hereto as Exhibit A and incorporated herein for all purposes ("Bid Request"), seeking competitively sealed bids for the **CDBG-Funded Senior Citizens Center Remodel Project**. ; and

WHEREAS, Contractor timely submitted a sealed response to the Bid Request, attached hereto as Exhibit B and incorporated herein for all purposes ("Submittal"), seeking to provide such services for City; and

WHEREAS, based on Contractor's representations in response to the Bid Request, including those representations set forth in the Submittal, City has selected Contractor to provide the services sought in the Bid Request under the terms and conditions of this Agreement ("Project").

WHEREAS, Contractor has agreed to provide the services for the Project.

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Scope of Services.

Contractor shall provide the services and deliverables that are set forth and described in the Agreement Documents (hereinafter defined) and shall furnish all personnel, labor, equipment, supplies and all other items necessary to provide the services and deliverables as specified by the terms and conditions of the Agreement Documents (collectively, "Services"). The parties understand and agree that deviations or modifications to the scope of Services described in the Agreement Documents, in the form of one or more written change orders, may be authorized from time to time by SHERMAN ("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 SHERMAN City Council's

authorization for the SHERMAN City Manager to execute said Change Order. Contractor agrees that SHERMAN's project managers, superintendents and/or inspectors are not authorized to issue verbal or written Change Orders.

2. Term.

Contractor shall mobilize on-site and commence performance of the Project (the "Mobilization Date") within ten (10) calendar days of the Effective Date of this Agreement (hereinafter defined) and shall complete the Services within Eighty Five (85) calendar days of the Notice to Proceed. All obligations relating to time set forth herein are material and are of the essence of this Agreement. This Agreement shall remain in full force and effect until completion of the Project to SHERMAN's satisfaction. The obligations listed hereunder shall be fulfilled upon the completion of the Project to SHERMAN's satisfaction.

3. Compensation.

In exchange for the Services as described in the Agreement Documents, SHERMAN agrees to pay the Contractor in an amount not to exceed _____ (\$_____) for the completion of the Project contemplated by and in accordance with the Agreement Documents as follows:

On a monthly basis, Contractor shall submit a written invoice to SHERMAN for all Services completed in the immediately preceding month. The applicable portion of Contractor's Fee as reflected in each such invoice shall be due and payable by SHERMAN within thirty (30) days after SHERMAN finally accepts the Services described in each such invoice in accordance with the Agreement Documents and SHERMAN's ordinances, rules, regulations and requirements, as they exist, may be amended or in the future arising, except that SHERMAN is entitled to retain an amount equal to five percent (5%) of the Contractor's Fee, which shall be due and payable within thirty (30) days after Contractor completes the Project and SHERMAN finally accepts the same. Notwithstanding anything to the contrary herein, SHERMAN shall not be required to pay any invoice submitted by Contractor if Contractor is in breach of this Agreement.

Contractor and SHERMAN acknowledge and agree that the continuation of this Agreement after the close of any given fiscal year of SHERMAN, 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 SHERMAN shall be obligated to pay monies owed Contractor for Services it has provided pursuant to this Agreement through the end of that fiscal year provided that Contractor is not in breach of this Agreement.

4. Agreement Documents.

The “Agreement Documents,” as that term is used herein, shall mean and include the following documents, and this Agreement expressly incorporates the same herein by reference for all purposes:

- a. This Agreement;
- b. The Bid Request, attached hereto as Exhibit A;
- c. The Submittal, attached hereto as Exhibit B;
- d. SHERMAN’s Insurance Requirements, attached hereto as Exhibit C;
- d. City of SHERMAN’s Standard Construction Details (which is on file in with the City Engineering Department);
- e. The Standard Specifications for Public Works Construction (North Central Texas Third Edition 1998) as amended and supplemented by the City of SHERMAN’s Special Provisions to said Standard Specification, as amended (which is on file in the City Engineering Department);
- f. Affidavit of No Prohibited Interested, attached hereto as Exhibit D;
- g. Conflict of Interest Questionnaire, attached hereto as Exhibit E;

This Agreement shall incorporate the terms of the Agreement Documents in their entirety. To the extent that Exhibit A, Exhibit B, Exhibit C, Exhibit D or Exhibit E are in conflict with provisions of this Agreement or each other, the provisions of this Agreement, then the provisions of Exhibit A, Exhibit C, Exhibit D, Exhibit E and Exhibit B shall prevail in that order.

5. Liquidated Damages.

Contractor acknowledges and agrees that if Contractor fails to timely perform or complete any of the Services required under the terms of the Agreement Documents, SHERMAN will sustain actual damages as a result of such failure. The exact amount of such damages will be difficult to ascertain. Therefore, the parties agree that if Contractor fails to timely perform or complete any of the Services required under the terms of the Agreement Documents, then Contractor shall pay SHERMAN the sum of two hundred fifty and 00/100 dollars (\$250.00) for each calendar day in which the Services are not completed, not as a penalty but as liquidated damages for the damages that would be suffered by SHERMAN as a result of delay for each and every calendar day that the Contractor shall have failed to have completed the Services as required herein.

6. Payment, Performance and Maintenance Bonds.

Prior to commencing work under this Agreement, Contractor shall furnish to SHERMAN a payment bond and a performance bond, each of which shall be in an amount equal to one hundred percent (100%) of the total cost of the Project to ensure SHERMAN is indemnified: (i) against any claims for nonpayment of any part of the construction or work performed in connection with the Project; and (ii) for the completion of the Project in accordance with this Agreement. Prior to SHERMAN's final acceptance of the Project, Contractor shall furnish to SHERMAN a two (2) year maintenance bond in an amount equal to one hundred percent (100%) of the total cost of the Project to ensure the repair or remedy of any maintenance issues SHERMAN may have regarding the Project after SHERMAN finally accepts the same.

The bonds required by SHERMAN pursuant to this Section 5 must be: (i) good and sufficient bonds; (ii) in the amounts prescribed herein; and (iii) with a reputable and solvent corporate surety in favor of SHERMAN.

7. Entire Agreement.

The Agreement Documents contain all representations, understandings, contracts and agreements between the parties regarding the subject matter of this Agreement. The Agreement Documents supersede all oral or written previous and contemporaneous agreements, writings, understandings, representations or contracts between the parties regarding the subject matter of this Agreement. This Agreement in no way modifies or supersedes any document executed by the parties prior to the Effective Date of this Agreement which does not concern the subject matter of this Agreement. No amendment to the Agreement Documents shall be made except on the written agreement of the parties, which shall not be construed to release either party from any obligation of the Agreement Documents except as specifically provided for in such amendment.

8. Required Insurance.

Contractor shall not start work under this Agreement until Contractor has obtained, at Contractor's expense, all of the insurance specified in, and required by, the Agreement Documents. Contractor shall procure and keep in full force and effect the types and amounts of insurance specified in SHERMAN's Insurance Requirements, attached hereto as Exhibit C and incorporated herein for all purposes, for and during all aspects and phases of Contractor's work throughout the term of this Agreement at no expense to SHERMAN. Contractor also shall comply with all other requirements set forth in Exhibit C.

9. No Prohibited Interest; Vendor Disclosure.

Contractor acknowledges and agrees that it is aware of, and will abide by, the no prohibited interest requirement of the SHERMAN City Charter. Contractor shall execute and deliver to SHERMAN the Affidavit of No Prohibited Interest, attached hereto as Exhibit D and incorporated herein for all purposes, no later than the Effective Date of this Agreement (hereinafter defined). Contractor acknowledges and agrees that the existence of a prohibited interest during the term of this Agreement will render this Agreement voidable. Contractor further acknowledges and agrees that it also is aware of, and will abide by, the

vendor disclosure requirements set forth in Chapter 176 of the Texas Local Government Code, as amended. In this connection, Contractor shall execute and deliver to SHERMAN the Conflict of Interest Questionnaire, Form CIQ, attached hereto as Exhibit E and incorporated herein for all purposes, no later than the Effective Date of this Agreement.

10. Indemnity.

CONTRACTOR HEREBY RELEASES AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS SHERMAN AND ITS CITY COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES (COLLECTIVELY REFERRED TO AS “SHERMAN” 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 SHERMAN (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 SHERMAN 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, SHERMAN SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY CONTRACTOR IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY SHERMAN, UNLESS SUCH RIGHT IS

EXPRESSLY WAIVED BY SHERMAN IN WRITING. SHERMAN RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, SHERMAN IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY SHERMAN IS NOT TO BE CONSTRUED AS A WAIVER OF CONTRACTOR'S OBLIGATION TO DEFEND SHERMAN OR AS A WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY SHERMAN PURSUANT TO THIS AGREEMENT. CONTRACTOR SHALL RETAIN SHERMAN-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF SHERMAN'S WRITTEN NOTICE THAT SHERMAN IS INVOKING ITS RIGHT TO DEFENSE OR INDEMNIFICATION UNDER THIS AGREEMENT. IF CONTRACTOR FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, SHERMAN SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND CONTRACTOR SHALL BE LIABLE FOR ALL COSTS INCURRED BY SHERMAN.

THE RIGHTS AND OBLIGATIONS CREATED BY THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

11. 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. SHERMAN assumes no such responsibility or liability. SHERMAN shall have no such responsibility or liability to either Contractor or its officers, agents, representatives, employees, subcontractors, licensees, invitees or other persons.

12. Compliance with Laws; Standard of Care.

Contractor shall comply with all federal, state and local laws, statutes, ordinances, regulations and policies, as they exist, may be amended or in the future arising, applicable to Contractor and its work. Contractor shall ensure that its officers, agents, representatives, employees, subcontractors, licensees, invitees and other parties performing services for or on behalf of Contractor under this Agreement comply with all applicable laws, statutes, ordinances, regulations and policies. If Contractor observes or is notified that the work under this Agreement is at variance with applicable laws, statutes, ordinances, regulations and policies, Contractor shall immediately notify SHERMAN in writing. Contractor shall perform the Services in accordance with the prevailing standard of care by exercising the skill and care ordinarily utilized by professionals performing the same or similar services under the same or similar circumstances in the State of Texas.

13. Termination.

SHERMAN is entitled to terminate this Agreement at any time for any reason or for no reason by giving Contractor at least thirty (30) days' prior written notice of the termination date.

SHERMAN is entitled to terminate this Agreement immediately on breach of any term

or provision of the Agreement Documents by Contractor. If at any time during the term of this Agreement, Contractor shall fail to commence the work in accordance with the provisions of the Agreement Documents or fail to diligently perform the Services in an efficient, timely and careful manner and in strict accordance with the provisions of the Agreement Documents, then SHERMAN shall have the right to terminate this Agreement and complete the work in any manner it deems desirable, including engaging the services of other parties, if Contractor does not cure any such default after five (5) days written notice thereof. Any such act by SHERMAN shall not be deemed a waiver of any other right or remedy of SHERMAN.

If after exercising any remedy provided herein, the cost to SHERMAN of the performance of the balance of the work on the Project is in excess of that part of the Contractor's Fee which has not yet been paid to Contractor hereunder, Contractor shall be liable for and shall reimburse SHERMAN for such excess, without waiver of any other right or remedy of SHERMAN.

The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its rights to use any or all other remedies. These rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

14. Authority to Execute.

Each party represents and warrants to the other that it has the full power and authority to enter into and fulfill the obligations of this Agreement. The respective signatories to this Agreement, by affixing their signatures hereto, warrant and represent that they have the authority to bind their respective parties as duly authorized representatives thereof.

15. Assignment.

Contractor agrees that neither this Agreement nor the work to be performed hereunder will be assigned or sublet without the prior written consent of SHERMAN. Contractor further agrees that the assignment or subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve Contractor of its full obligations to SHERMAN as provided by this Agreement. All such approved work performed by assignment or subletting shall be billed through Contractor, and there shall be no third party billing.

16. No Waiver of Immunity.

The parties acknowledge and agree that, in executing and performing this Agreement, SHERMAN 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.

17. Savings/Severability.
In the event that a term, condition or provision of this Agreement is determined to be invalid, illegal, void, unenforceable or unlawful by a court of competent jurisdiction, then that term, condition or provision shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been included in this Agreement.
18. Consideration.
This Agreement is executed by the parties without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.
19. Attorneys' Fees.
If either party files any action or brings any proceeding against the other arising from this Agreement, then as between SHERMAN 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.
20. Governing Law; Venue.
The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement, without regard to conflict of law principles. This Agreement is performable in Collin County, Texas, and the exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Collin County, Texas.
21. Binding Effect.
This Agreement shall be binding on and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns when permitted by this Agreement.
22. No Waiver.
Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance.
23. 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.
24. Indemnity.
The parties agree that the indemnity provision set forth in Section 10 herein is conspicuous and the parties have read and understood the same.

25. Notice.

Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing the same in the United States Mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested; by electronic mail, with documentation evidencing the addressee's receipt thereof; or by delivering the same in person to such party a via hand-delivery service, or to any courier service that provides a return receipt showing the date of actual delivery of the same to the addressee thereof. Notice given in accordance herewith shall be effective on receipt at the address of the addressee. For purposes of notification, the addresses of the parties shall be as follows:

If to Contractor, to: _____

Telephone: _____
Email: _____

If to SHERMAN, to: City of SHERMAN
Attn: Dr. Zachary Flores, City Manager
220 W. Mulberry Street
Sherman, Texas 75090
Telephone: (903) 892-7201
Facsimile: (903) 892-7355
Email: robbyh@cityofsherman.com

With a copy to:

Abernathy, Roeder, Boyd & Hullett, P.C.
Attn.: Ryan D. Pittman
1700 Redbud Blvd., Suite 300
McKinney, Texas 75069
Telephone: (214) 544-4000
Facsimile: (214) 544-4054
Email: rpittman@abernathy-law.com

26. Representations.

Each party states that they have carefully read this Agreement, know the contents hereof, have consulted with an attorney of their choice regarding the meaning and effect hereof and is signing the same solely of their own judgment.

27. Independent Contractor.

Contractor covenants and agrees that Contractor is an independent contractor and not an officer, agent, servant or employee of SHERMAN; 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 SHERMAN 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 SHERMAN and Contractor.

28. Incorporation of Recitals.

The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct and are hereby incorporated into the body of this Agreement and adopted as findings of SHERMAN and the authorized representative of Contractor.

29. Reference to Contractor.

When referring to “Contractor” herein, this Agreement shall refer to and be binding upon Contractor, and its officers, directors, partners, employees, representatives, contractors, subcontractors, licensees, invitees, agents, successors, assignees (as authorized herein), vendors, grantees, trustees, legal representatives and/or any other third parties for whom Contractor is legally responsible.

30. Reference to SHERMAN.

When referring to “SHERMAN” herein, this Agreement shall refer to and be binding upon SHERMAN, its Council Members, officers, agents, representatives, employees and/or any other authorized third parties for whom SHERMAN is legally responsible.

31. Certifications Required by Texas Law.

In accordance with Chapter 2270 of the Texas Government Code (to the extent applicable), Contractor hereby certifies that Contractor does not boycott Israel and will not boycott Israel during the term of any contract with City, including during the term of this Agreement. In accordance with Chapter 809 of the Texas Government Code (to the extent applicable), Contractor hereby certifies that Contractor does not boycott energy companies and will not boycott energy companies during the term of any contract with City, including during the term of this Agreement. In accordance with Chapter 2274 of the Texas Government Code (to the extent applicable), Contractor hereby certifies that Contractor does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of any contract with City, including during the term of this Agreement. The foregoing terms in this Section have the meanings ascribed to them in the referenced statutes if defined therein.

32. Debarment/Suspension.

SHERMAN 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. SHERMAN, Contractor and Contractor’s subcontractors shall comply with federal and state regulations regarding debarment and suspension. Contractor shall include

a statement of compliance with federal and state debarment and suspension regulations in all third-party agreements for work on the Project.

33. Restrictions on Lobbying.

SHERMAN and Contractor are prohibited from using funds awarded under the Agreement for lobbying purposes. Contractor shall include a statement of compliance with this provision in applicable procurement solicitations and third-party agreements for work on the Project.

34. Miscellaneous Drafting Provisions.

This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.

35. 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.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective when all the parties have signed it. The date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature below) will be deemed the effective date of this Agreement ("Effective Date").

CITY OF SHERMAN, TEXAS,
a home-rule municipality

By: _____
Dr. Zachary Flores, City Manager
Date: _____

ATTEST:

APPROVED AS TO FORM:

Linda Ashby, City Clerk

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

a _____

By: _____
Printed Name: _____
Title: _____
Date: _____

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; that he acknowledged to me he is the _____ 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 _____, 202_.

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

**00430
BID BOND**

BIDDER (Name and Address):

Cowtown Design and Build LLC
900 N Chandler Drive
Fort Worth, TX 76111

SURETY (Name and Address):

Merchants National Bonding, Inc.
P.O. Box 14498, Des Moines, IA 50306-3498

OWNER (Name and Address):

City of Sherman
405 N. Rusk Street
Sherman, TX 75090

BID

BID DUE DATE: April 24, 2025

PROJECT (Brief Description Including Location):

CBDG-Funded Senior Citizens Center Remodel Project

BOND

BOND NUMBER: 496163

DATE (Not later than Bid due date): April 22, 2025

PENAL SUM: Five Percent of Bid Amount

(Words)

5 %

(Figures)

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

Cowtown Design and Build LLC (Seal)
Bidder's Name and Corporate Seal

By: _____
Signature and Title
Cody Westmoreland

Attest:

Signature and Title

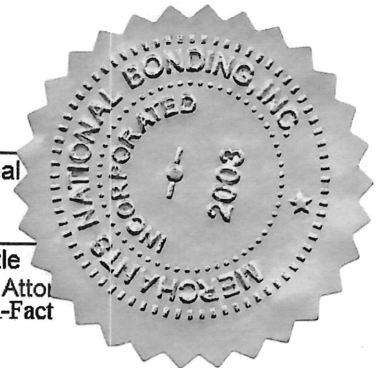
SURETY

Merchants National Bonding, Inc.
Surety's Name and Corporate Seal

By: _____
Signature and Title
(Attach Power of Attorney)
Matthew Gonzales Attorney-in-Fact

Attest:

Signature and Title
Tone Gonzales



Note: (1)
(2)

Above addresses are to be used for giving required notice.
Any singular reference to Bidder, Surety, OWNER or other party shall be considered plural where applicable.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to OWNER upon default of Bidder the penal sum set forth on the face of this Bond.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1. OWNER accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by OWNER, or
 - 3.3. OWNER fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default by Bidder and within 30 Calendar Days after receipt by Bidder and Surety of written notice of default from OWNER, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by OWNER and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 Calendar Days after the notice of default required in paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power or Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer or proposal as applicable.

00430-2

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Bond #: 496163

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Matthew Gonzales

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and April 27, 2024 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015 and amended on April 27, 2024.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 22nd day of April, 2025.



MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

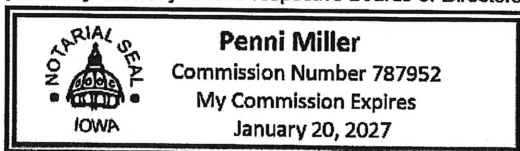
By

Larry Taylor

President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 22nd day of April, 2025, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Penni Miller

Notary Public

(Expiration of notary's commission
does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 22nd day of April, 2025.



Elisabeth Sandersfeld

Secretary

Per submitter, the proposed price for alternate 1 has an error. The correct price should be \$12,470.00.

PRICE FORM

All prices must be stated in both script and figures. The City reserves the right to reject any and all bids and to waive formalities. In case of ambiguity or lack of clearness in stating prices in the bid, the City reserves the right to consider and adopt the most advantageous construction thereof, or to reject any or all bids. Unreasonable or unbalanced unit prices will be considered sufficient cause for rejection of any bid or bids. In case of a discrepancy between the product number and description, the description takes precedence. No bid may be withdrawn within forty-five (45) days after date on which bids are opened. Oral, written, emailed or telecopied modifications to bids will not be considered. Modifying or qualifying statements of any kind shall be on a separate sheet and submitted in the same envelope with the Bid.

As security for the faithful completion of the work by the contractor, the owner shall retain five percent (5%) of the total dollar amount of work done on all contracts. Retainage will be held from each progress payment/invoice through final project completion and acceptance.

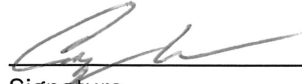
In case of a difference in written words and figures on the proposal form, the amount in written words shall govern. Federal and State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and such rules and regulations will be deemed to be included in the contract as though said rules and regulations were written out in full in said contract.

The Bidder proposes to perform all the work required by the Contract Documents for the Sherman Senior Center project for the amount of: <u>Two-hundred sixty five thousand two-hundred ⁰⁰/₁₀₀</u> Dollars and Cents (fill in amount in words)	TOTAL	\$ <u>265,200</u>
The Bidder proposes an alternate cost to provide and install portable generator connection equipment. Ref note on sheet A100 for requirements <u>Two-thousand four-hundred seventy ⁰⁰/₁₀₀</u> Dollars and Cents (fill in amount in words)	Alternate 1	\$ <u>2,470</u>
The Bidder proposes an alternate to provide and install two solar parking lot lights with concrete base at the City Owned lot along N Broughton Street. Ref 02/A100 for requirements <u>Nineteen thousand five-hundred ⁰⁰/₁₀₀</u> Dollars and Cents (fill in amount in words)	Alternate 2	\$ <u>19,500</u>

CDBG-Funded Senior Citizens Center Remodel

Bidder hereby declares that Bidder has visited the site(s) of work and has carefully examined the Contract Documents pertaining to the work covered by this bid. The Bidder further agrees to execute and file with the City a contract and bonds on the forms provided within ten (10) days after receipt of written notification of award of the contract and to begin the work to be performed under the contract within ten (10) days after receipt of written notice to proceed, and to complete one hundred percent (100%) of the work for within 85 **calendar days** after the effective starting date for the Project as specified in the City's Notice to Proceed.

BIDDER ACKNOWLEDGMENT



Signature

4/21/25
Date

BIDDER QUALIFICATIONS STATEMENT

The Bidder's organization must be able to demonstrate that its organization and all persons and/or entities performing work under the Bidder's direction are qualified and organized to perform the proposed construction. The Bidder must also demonstrate that it has consistently and satisfactorily completed construction projects similar in scope, complexity, and size over the past five (5) years or the company's entire history if less than five (5) years.

1. Bidder Information Forms (see following pages)
 - a. Bidder Entity Information
 - b. Supplemental Entity Information
 - c. Bidder References (5)
 - d. Bidder Endorsement

2. Resumes of the proposed key personnel, including project manager and/or superintendent, including:
 - a. Educational Background
 - b. Work Experience
 - c. References for each individual

3. A listing of all similar projects completed within the last five (5) years with a brief description of the project that includes: (if different than the Bidder reference)
 - a. Project name and location
 - b. Project size
 - c. Project construction cost and date completed
 - d. Owner and architect contact names and current telephone numbers

4. Claims and Suits Information (If the answer to any of the questions is yes, please attach details):

Y _____	N <u>✓</u> _____	Has your organization ever failed to complete any work awarded to it?
Y _____	N <u>✓</u> _____	Are there any judgments, claims, arbitration proceedings, or suits pending or outstanding against your organization or its officers?
Y _____	N <u>✓</u> _____	Has your organization filed any lawsuits or requested arbitration with regard to construction contracts within the last five years?
Y _____	N <u>✓</u> _____	Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract?

BIDDER ENTITY INFORMATIONContractor: Cowtown Design and Build LLCProject: CDBG - Senior Citizen Center RemodelIndicate One: ☐ Sole Proprietor ☐ Partnership ☒ LLC
☐ Corporation ☐ Joint Venture ☐ Other**NOTICE CONTACT**Name: Cody WestmorelandTitle: Managing DirectorEmail: Cody@CowtownDB.comAddress: 900 N Chandler DrCity: Fort WorthState & Zip: TX 76111Phone: (817) 330-9209State and Date of Incorporation, Partnership, Ownership, Etc. Texas

Location of Principal Office: _____

Contact and Phone at Principal Office: _____

Liability Insurance Provider: _____

Workers compensation Insurance Provider: _____

Address: _____

Contact and Phone: _____

Number of Years in Business as a Contractor on the Types of Work Described in this Bid: 3

* Owner has 10+ years experience with this type of work

SUPPLEMENTAL ENTITY INFORMATION

Is the company a:	Sole Proprietorship	_____ Yes	_____ No
	Partnership	_____ Yes	_____ No
	Limited Liability Company	☒ Yes	_____ No
	Corporation	_____ Yes	_____ No
	Other	_____ Yes	_____ No

If the company is a **sole proprietorship**, please list the owner's full legal name, the name under which business is conducted (i.e. d/b/a), the address for the company, including the state and county in which your business is located:

If the company is a **partnership (general or limited)**, please list the exact name of the partnership, whether it is a partnership formed under the laws of the State of Texas or another state, the business address for the partnership, including the state and county, and list of the names of all of the partners for the partnership:

If the company is a **limited liability company**, please list the exact name of the company, whether it is a limited liability company (LLC) formed under the laws of the State of Texas or another state, the business address for the company, including the state and county, and list the names of all the members and managers for the company:

Cowtown Design and Build LLC

Members: Cody Westmoreland Formed in: Texas

If the company is a **corporation**, please list the exact name of the corporation, whether it is a corporation formed under the laws of the State of Texas or another state, the business address for the corporation, including the state and county, and list the names of all of the officers for the corporation:

If the company is **another entity** not listed above, please list the exact name and type of company, the state under which it is formed, the business address for the company, including the state and county, and list the names of all of the persons authorized to act on the company's behalf:

Is the company a minority or woman owned business enterprise? _____ No _____ Yes (if yes, specify: _____ MBE _____ WBE)

BIDDER ENTITY REFERENCES

Please list at least five (5) references that can attest to the Bidder's quality of work on similar projects:

Project: Hurst Conference Center AdditionProject Description: Addition for Existing Conference CenterOwner/Agency: City of HurstContract Price: \$400,000 est. Reference for owner Cody WestmorelandContact Person: Kristen Goodman Phone: (817) 479-8803 Email: kgoodman@hurstcc.comProject: Saginaw Residential RemodelProject Description: Remodel of residential propertyOwner/Agency: Lacey RamseContract Price: \$150,000 est.Contact Person: Lacey Ramse Phone: (325) 280-7511 Email: Lacey Westma@gmail.comProject: Epic Maintenance CenterProject Description: New Construction and siteOwner/Agency: City of Grand PrairieContract Price: \$1,200,000 est. Reference for owner: Cody WestmorelandContact Person: Jacob Scoggins Phone: (817) 965-0763 Email: Jacob@arc-und.comProject: Warehouse Office RemodelProject Description: Remodel of existing officeOwner/Agency: David CarterContract Price: \$260,000 est.Contact Person: David Carter Phone: (817) 366-5881 Email: _____

Project: _____

Project Description: _____

Owner/Agency: _____

Contract Price: _____

Contact Person: _____ Phone: _____ Email: _____

* More References Available Upon Request

BID ENDORSEMENT

The undersigned Bidder hereby declares that he has visited the site(s) of work and has carefully examined the Contract Documents pertaining to the work covered by this bid. The Bidder hereby agrees to commence work within ten (10) days after the date written notice to do so shall have been given to him, and to substantially complete the work within **85 calendar days** after the effective starting date for the Project as specified in the City's Notice to Proceed.

In the event of the award of a contract to the undersigned, the undersigned will furnish the following bond(s) in the full amount of the contract:

Performance Bond
Payment Bond
Maintenance Bond

Receipt is hereby acknowledged for the following addenda to the contract documents:

Addendum No. 1 dated	_____	Received	_____
Addendum No. 2 dated	_____	Received	_____
Addendum No. 3 dated	_____	Received	_____
Addendum No. 4 dated	_____		_____

The undersigned, in submitting this Bid Proposal and their endorsement of same, represents that they are authorized to obligate their firm, that they have read this entire Bid Package, is aware of the covenants contained herein and will abide by and adhere to the expressed requirements. Submittals will be considered as being responsive only if entire Bid Package plus any/all attachments is returned with all blanks completed. The undersigned further certifies that the bid prices contained in this proposal have been carefully checked and are submitted as correct and final.

TOTAL BID AMOUNT \$ _____

Contractor (Firm Name)

Cowtown Design and Build

Signature:

[Signature]

Title:

Managing Director

Address:

900 N Chandler Dr.

Ft Worth, TX

Phone:

(817) 330-9209

Email:

Cody@CowtownDB.com

Exhibit D
Affidavit of No Prohibited Interest

THE STATE OF TX §

THE COUNTY OF Tarrant §

I, Carol Westwood an authorized agent of Contractor, make this affidavit and hereby under oath state the following:

I, and/or a person or persons related to me, have the following interest in a business entity that would be affected by the work or decision under this Agreement (Check all that apply):

_____ Ownership of ten percent (10%) or more of the voting shares of the business entity.

_____ Ownership of Twenty-Five Thousand and 00/100 Dollars (\$25,000) or more of the fair market value of the business entity.

_____ Funds received from the business entity exceed ten percent (10%) of my income for the previous year.

_____ Real property is involved, and I have an equitable or legal ownership with a fair market value of at least Twenty-Five Thousand and 00/100 Dollars (\$25,000).

_____ A relative of mine has a substantial interest in the business entity or property that would be affected by my business decision of the public body which I am a member.

_____ Other: _____

☒ None of the Above.

Upon filing this affidavit with the City of Sherman, Texas, I further affirm that no relative of mine, in the first degree by consanguinity or affinity, as defined in Chapter 573, TEX. GOV'T CODE, as amended, is a member of a public body which took action on the agreement.

Signed this ____ day of _____, 202__.

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 _____, 202__.

Notary Public in and for the State of _____
My commission expires: _____

To be notarized if awarded

N/A

None

EXHIBIT E

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ****For vendor doing business with local governmental entity****This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes☐ No

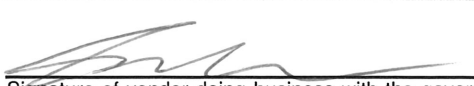
B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ **Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).**

7


Signature of vendor doing business with the governmental entity

4/21/25
Date

VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE CHAPTER 2270

By signing below, the signatory hereby verifies that the firm it represents:

1. Does not boycott Israel; and,
2. Will not boycott Israel during the term of the contract.

SIGNED BY:

Print Name & Title:

Firm Name:

Date Signed:


Cody Westmoreland Managerial Director
Cowtown Design and Build
4/21/25

NOTARIZATION

THE STATE OF _____)
COUNTY OF _____)

BEFORE ME, the undersigned notary public on this day personally appeared _____, on behalf of _____ (Company), who, being duly sworn, stated under oath that he/she has read the foregoing verification required by Texas Government Code Section 2270.002 and said statements contained therein are true and correct.

SWORN TO AND SUBSCRIBED before me on the _____ day of _____, 202__.

NOTARY PUBLIC IN AND
FOR THE STATE OF _____

The following definitions apply to Texas Government Code Section 2270.001:

(1) "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

(2) "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

State law requires any firm entering into an agreement or contract with the Authority to complete the foregoing verification. TEX. GOV'T CODE § 2270.002.

To be notarized if Awarded

Exhibit C
City's Insurance Requirements

I. GENERAL INSURANCE REQUIREMENTS –

- A. All policies shall name the City of Sherman, its officers, agents, representatives and employees as additional insureds as to all applicable coverages with the exception of workers compensation insurance.
- B. Such policies shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal or material modification of any policies, evidenced by return receipt or United States Certified Mail.
- C. Such policies shall provide for a waiver of subrogation against City for injuries, including death, property damage or any other loss to the extent the same is covered by the proceeds of the insurance.

II. INSURANCE COMPANY QUALIFICATION – All insurance companies providing the required insurance shall be authorized to transact business in the State of Texas, and shall have a minimum rating of “A” by A.M. Best’s Key Rating Guide, or other equivalent rating service(s).

III. CERTIFICATE OF INSURANCE – A Certificate of Insurance and all applicable endorsement(s) evidencing the required insurance shall be submitted prior to commencing work under this Agreement. If the Agreement is renewed or extended by City, a Certificate of Insurance and all applicable endorsement(s) shall also be provided to City prior to the date the Agreement is renewed or extended.

IV. INSURANCE CHECKLIST – “X” means that the following coverage is required for this Agreement.

	Coverage Required	Limits
--	-------------------	--------

<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.
<u> </u>	4. Professional Liability	▪ Minimum \$1,000,000.00 each claim; ▪ Minimum \$2,000,000.00 in the aggregate.
<u> </u>	5. Umbrella Coverage or Excess Liability Coverage	▪ An amount of \$ 2,000,000.00.
<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 City for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. All insurance policies that are required to name City as an additional insured must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.	

- X 8. Thirty (30) days' notice of cancellation, non-renewal, or material change required. The words "endeavor to" and "but failure" (to end of sentence) are to be eliminated from the Notice of Cancellation provision on standard ACORD certificates.
- X 9. Insurance company has a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).
- X 10. The Certificate of Insurance must state the project title.
- ___ 11. Other Insurance Requirements (State Below):

Exhibit D
Affidavit of No Prohibited Interest

THE STATE OF Texas §

THE COUNTY OF Tarrant §

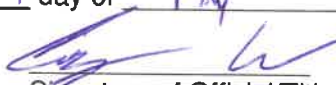
I, Cody Westmouland, an authorized agent of Contractor, make this affidavit and hereby under oath state the following:

I, and/or a person or persons related to me, have the following interest in a business entity that would be affected by the work or decision under this Agreement (Check all that apply):

- ☒ Ownership of ten percent (10%) or more of the voting shares of the business entity.
- ☐ Ownership of Twenty-Five Thousand and 00/100 Dollars (\$25,000) or more of the fair market value of the business entity.
- ☐ Funds received from the business entity exceed ten percent (10%) of my income for the previous year.
- ☐ Real property is involved, and I have an equitable or legal ownership with a fair market value of at least Twenty-Five Thousand and 00/100 Dollars (\$25,000).
- ☐ A relative of mine has a substantial interest in the business entity or property that would be affected by my business decision of the public body which I am a member.
- ☐ Other: _____
- ☐ None of the Above.

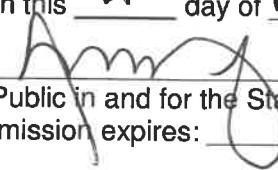
Upon filing this affidavit with the City of Sherman, Texas, I further affirm that no relative of mine, in the first degree by consanguinity or affinity, as defined in Chapter 573, TEX. GOV'T CODE, as amended, is a member of a public body which took action on the agreement.

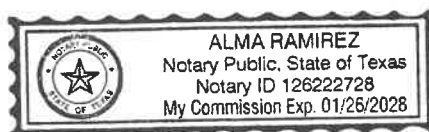
Signed this 7 day of May, 2025.


Signature of Official/Title

BEFORE ME, the undersigned authority, this day personally appeared Cody Westmouland, 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 7th day of May, 2025


Notary Public in and for the State of Texas
My commission expires: 01/26/2028



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

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

Cowtown Design and Build LLC

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.**

Craig Long

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.**

None

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]
Signature of vendor doing business with the governmental entity

5/7/25
Date

RFP Evaluation - Senior Center CDBG-Funded Remodel

Evaluation Criteria	Ground-Up Land Services, LLC	Construction Solutions USA, LLC	Cowtown Design & Build, LLC
Total Project Price (50%)	41.00	37.75	50.00
Bidder's Performance on Past Projects (15%)	10.75	14.75	14.75
Bidder's Qualifications (15%)	10.50	14.75	14.50
Staff Qualifications (10%)	9.25	9.50	9.50
Bonding Rates & MOB Fee (5%)	5.00	5.00	5.00
Bidder's Past Business Relationship w/ the City (5%)	0.00	0.00	0.00
Evaluation Score	76.50	81.75	93.75

**CONSTRUCTION AGREEMENT BETWEEN THE CITY OF SHERMAN, TEXAS
AND Cartoon Design and Build LLC**

The City of SHERMAN, Texas, a home-rule municipality ("SHERMAN"), and - Cartoon Design and Build LLC, a General ("Contractor"), enter into this Construction Agreement ("Agreement") for the **CDBG-Funded Senior Citizens Center Remodel Project**. SHERMAN and Contractor are sometimes referred to collectively as the "parties" or individually as a "party."

WHEREAS, SHERMAN desires to engage Contractor to provide services in connection with the **CDBG-Funded Senior Citizens Center Remodel Project**, under the terms and conditions of this Agreement ("Project");

WHEREAS, SHERMAN issued a Request for Proposals, attached hereto as Exhibit A and incorporated herein for all purposes ("Bid Request"), seeking competitively sealed bids for the **CDBG-Funded Senior Citizens Center Remodel Project**. ; and

WHEREAS, Contractor timely submitted a sealed response to the Bid Request, attached hereto as Exhibit B and incorporated herein for all purposes ("Submittal"), seeking to provide such services for City; and

WHEREAS, based on Contractor's representations in response to the Bid Request, including those representations set forth in the Submittal, City has selected Contractor to provide the services sought in the Bid Request under the terms and conditions of this Agreement ("Project").

WHEREAS, Contractor has agreed to provide the services for the Project.

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Scope of Services.**

Contractor shall provide the services and deliverables that are set forth and described in the Agreement Documents (hereinafter defined) and shall furnish all personnel, labor, equipment, supplies and all other items necessary to provide the services and deliverables as specified by the terms and conditions of the Agreement Documents (collectively, "Services"). The parties understand and agree that deviations or modifications to the scope of Services described in the Agreement Documents, in the form of one or more written change orders, may be authorized from time to time by SHERMAN ("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 SHERMAN City Council's

authorization for the SHERMAN City Manager to execute said Change Order. Contractor agrees that SHERMAN's project managers, superintendents and/or inspectors are not authorized to issue verbal or written Change Orders.

2. Term.

Contractor shall mobilize on-site and commence performance of the Project (the "Mobilization Date") within ten (10) calendar days of the Effective Date of this Agreement (hereinafter defined) and shall complete the Services within Eighty Five (85) calendar days of the Notice to Proceed. All obligations relating to time set forth herein are material and are of the essence of this Agreement. This Agreement shall remain in full force and effect until completion of the Project to SHERMAN's satisfaction. The obligations listed hereunder shall be fulfilled upon the completion of the Project to SHERMAN's satisfaction.

3. Compensation.

In exchange for the Services as described in the Agreement Documents, SHERMAN agrees to pay the Contractor in an amount not to exceed Two Hundred Ninety-Seven Thousand One Hundred Seventy Dollars and no cents (\$297,170.00) for the completion of the Project contemplated by and in accordance with the Agreement Documents as follows:

On a monthly basis, Contractor shall submit a written invoice to SHERMAN for all Services completed in the immediately preceding month. The applicable portion of Contractor's Fee as reflected in each such invoice shall be due and payable by SHERMAN within thirty (30) days after SHERMAN finally accepts the Services described in each such invoice in accordance with the Agreement Documents and SHERMAN's ordinances, rules, regulations and requirements, as they exist, may be amended or in the future arising, except that SHERMAN is entitled to retain an amount equal to five percent (5%) of the Contractor's Fee, which shall be due and payable within thirty (30) days after Contractor completes the Project and SHERMAN finally accepts the same. Notwithstanding anything to the contrary herein, SHERMAN shall not be required to pay any invoice submitted by Contractor if Contractor is in breach of this Agreement.

Contractor and SHERMAN acknowledge and agree that the continuation of this Agreement after the close of any given fiscal year of SHERMAN, 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 SHERMAN shall be obligated to pay monies owed Contractor for Services it has provided pursuant to this Agreement through the end of that fiscal year provided that Contractor is not in breach of this Agreement.

4. Agreement Documents.

The “Agreement Documents,” as that term is used herein, shall mean and include the following documents, and this Agreement expressly incorporates the same herein by reference for all purposes:

- a. This Agreement;
- b. The Bid Request, attached hereto as Exhibit A;
- c. The Submittal, attached hereto as Exhibit B;
- d. SHERMAN’s Insurance Requirements, attached hereto as Exhibit C;
- d. City of SHERMAN’s Standard Construction Details (which is on file in with the City Engineering Department);
- e. The Standard Specifications for Public Works Construction (North Central Texas Third Edition 1998) as amended and supplemented by the City of SHERMAN’s Special Provisions to said Standard Specification, as amended (which is on file in the City Engineering Department);
- f. Affidavit of No Prohibited Interested, attached hereto as Exhibit D;
- g. Conflict of Interest Questionnaire, attached hereto as Exhibit E;

This Agreement shall incorporate the terms of the Agreement Documents in their entirety. To the extent that Exhibit A, Exhibit B, Exhibit C, Exhibit D or Exhibit E are in conflict with provisions of this Agreement or each other, the provisions of this Agreement, then the provisions of Exhibit A, Exhibit C, Exhibit D, Exhibit E and Exhibit B shall prevail in that order.

5. Liquidated Damages.

Contractor acknowledges and agrees that if Contractor fails to timely perform or complete any of the Services required under the terms of the Agreement Documents, SHERMAN will sustain actual damages as a result of such failure. The exact amount of such damages will be difficult to ascertain. Therefore, the parties agree that if Contractor fails to timely perform or complete any of the Services required under the terms of the Agreement Documents, then Contractor shall pay SHERMAN the sum of two hundred fifty and 00/100 dollars (\$250.00) for each calendar day in which the Services are not completed, not as a penalty but as liquidated damages for the damages that would be suffered by SHERMAN as a result of delay for each and every calendar day that the Contractor shall have failed to have completed the Services as required herein.

6. Payment, Performance and Maintenance Bonds.

Prior to commencing work under this Agreement, Contractor shall furnish to SHERMAN a payment bond and a performance bond, each of which shall be in an amount equal to one hundred percent (100%) of the total cost of the Project to ensure SHERMAN is indemnified: (i) against any claims for nonpayment of any part of the construction or work performed in connection with the Project; and (ii) for the completion of the Project in accordance with this Agreement. Prior to SHERMAN's final acceptance of the Project, Contractor shall furnish to SHERMAN a two (2) year maintenance bond in an amount equal to one hundred percent (100%) of the total cost of the Project to ensure the repair or remedy of any maintenance issues SHERMAN may have regarding the Project after SHERMAN finally accepts the same.

The bonds required by SHERMAN pursuant to this Section 5 must be: (i) good and sufficient bonds; (ii) in the amounts prescribed herein; and (iii) with a reputable and solvent corporate surety in favor of SHERMAN.

7. Entire Agreement.

The Agreement Documents contain all representations, understandings, contracts and agreements between the parties regarding the subject matter of this Agreement. The Agreement Documents supersede all oral or written previous and contemporaneous agreements, writings, understandings, representations or contracts between the parties regarding the subject matter of this Agreement. This Agreement in no way modifies or supersedes any document executed by the parties prior to the Effective Date of this Agreement which does not concern the subject matter of this Agreement. No amendment to the Agreement Documents shall be made except on the written agreement of the parties, which shall not be construed to release either party from any obligation of the Agreement Documents except as specifically provided for in such amendment.

8. Required Insurance.

Contractor shall not start work under this Agreement until Contractor has obtained, at Contractor's expense, all of the insurance specified in, and required by, the Agreement Documents. Contractor shall procure and keep in full force and effect the types and amounts of insurance specified in SHERMAN's Insurance Requirements, attached hereto as Exhibit C and incorporated herein for all purposes, for and during all aspects and phases of Contractor's work throughout the term of this Agreement at no expense to SHERMAN. Contractor also shall comply with all other requirements set forth in Exhibit C.

9. No Prohibited Interest; Vendor Disclosure.

Contractor acknowledges and agrees that it is aware of, and will abide by, the no prohibited interest requirement of the SHERMAN City Charter. Contractor shall execute and deliver to SHERMAN the Affidavit of No Prohibited Interest, attached hereto as Exhibit D and incorporated herein for all purposes, no later than the Effective Date of this Agreement (hereinafter defined). Contractor acknowledges and agrees that the existence of a prohibited interest during the term of this Agreement will render this Agreement voidable. Contractor further acknowledges and agrees that it also is aware of, and will abide by, the

vendor disclosure requirements set forth in Chapter 176 of the Texas Local Government Code, as amended. In this connection, Contractor shall execute and deliver to SHERMAN the Conflict of Interest Questionnaire, Form CIQ, attached hereto as Exhibit E and incorporated herein for all purposes, no later than the Effective Date of this Agreement.

10. Indemnity.

CONTRACTOR HEREBY RELEASES AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS SHERMAN AND ITS CITY COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES (COLLECTIVELY REFERRED TO AS “SHERMAN” 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 SHERMAN (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 SHERMAN 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, SHERMAN SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY CONTRACTOR IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY SHERMAN, UNLESS SUCH RIGHT IS

EXPRESSLY WAIVED BY SHERMAN IN WRITING. SHERMAN RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, SHERMAN IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY SHERMAN IS NOT TO BE CONSTRUED AS A WAIVER OF CONTRACTOR'S OBLIGATION TO DEFEND SHERMAN OR AS A WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY SHERMAN PURSUANT TO THIS AGREEMENT. CONTRACTOR SHALL RETAIN SHERMAN-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF SHERMAN'S WRITTEN NOTICE THAT SHERMAN IS INVOKING ITS RIGHT TO DEFENSE OR INDEMNIFICATION UNDER THIS AGREEMENT. IF CONTRACTOR FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, SHERMAN SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND CONTRACTOR SHALL BE LIABLE FOR ALL COSTS INCURRED BY SHERMAN.

THE RIGHTS AND OBLIGATIONS CREATED BY THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

11. 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. SHERMAN assumes no such responsibility or liability. SHERMAN shall have no such responsibility or liability to either Contractor or its officers, agents, representatives, employees, subcontractors, licensees, invitees or other persons.

12. Compliance with Laws; Standard of Care.

Contractor shall comply with all federal, state and local laws, statutes, ordinances, regulations and policies, as they exist, may be amended or in the future arising, applicable to Contractor and its work. Contractor shall ensure that its officers, agents, representatives, employees, subcontractors, licensees, invitees and other parties performing services for or on behalf of Contractor under this Agreement comply with all applicable laws, statutes, ordinances, regulations and policies. If Contractor observes or is notified that the work under this Agreement is at variance with applicable laws, statutes, ordinances, regulations and policies, Contractor shall immediately notify SHERMAN in writing. Contractor shall perform the Services in accordance with the prevailing standard of care by exercising the skill and care ordinarily utilized by professionals performing the same or similar services under the same or similar circumstances in the State of Texas.

13. Termination.

SHERMAN is entitled to terminate this Agreement at any time for any reason or for no reason by giving Contractor at least thirty (30) days' prior written notice of the termination date.

SHERMAN is entitled to terminate this Agreement immediately on breach of any term

or provision of the Agreement Documents by Contractor. If at any time during the term of this Agreement, Contractor shall fail to commence the work in accordance with the provisions of the Agreement Documents or fail to diligently perform the Services in an efficient, timely and careful manner and in strict accordance with the provisions of the Agreement Documents, then SHERMAN shall have the right to terminate this Agreement and complete the work in any manner it deems desirable, including engaging the services of other parties, if Contractor does not cure any such default after five (5) days written notice thereof. Any such act by SHERMAN shall not be deemed a waiver of any other right or remedy of SHERMAN.

If after exercising any remedy provided herein, the cost to SHERMAN of the performance of the balance of the work on the Project is in excess of that part of the Contractor's Fee which has not yet been paid to Contractor hereunder, Contractor shall be liable for and shall reimburse SHERMAN for such excess, without waiver of any other right or remedy of SHERMAN.

The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its rights to use any or all other remedies. These rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

14. Authority to Execute.

Each party represents and warrants to the other that it has the full power and authority to enter into and fulfill the obligations of this Agreement. The respective signatories to this Agreement, by affixing their signatures hereto, warrant and represent that they have the authority to bind their respective parties as duly authorized representatives thereof.

15. Assignment.

Contractor agrees that neither this Agreement nor the work to be performed hereunder will be assigned or sublet without the prior written consent of SHERMAN. Contractor further agrees that the assignment or subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve Contractor of its full obligations to SHERMAN as provided by this Agreement. All such approved work performed by assignment or subletting shall be billed through Contractor, and there shall be no third party billing.

16. No Waiver of Immunity.

The parties acknowledge and agree that, in executing and performing this Agreement, SHERMAN 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.

17. Savings/Severability.
In the event that a term, condition or provision of this Agreement is determined to be invalid, illegal, void, unenforceable or unlawful by a court of competent jurisdiction, then that term, condition or provision shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been included in this Agreement.
18. Consideration.
This Agreement is executed by the parties without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.
19. Attorneys' Fees.
If either party files any action or brings any proceeding against the other arising from this Agreement, then as between SHERMAN 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.
20. Governing Law; Venue.
The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement, without regard to conflict of law principles. This Agreement is performable in Collin County, Texas, and the exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Collin County, Texas.
21. Binding Effect.
This Agreement shall be binding on and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns when permitted by this Agreement.
22. No Waiver.
Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance.
23. 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.
24. Indemnity.
The parties agree that the indemnity provision set forth in Section 10 herein is conspicuous and the parties have read and understood the same.

25. Notice.

Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing the same in the United States Mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested; by electronic mail, with documentation evidencing the addressee's receipt thereof; or by delivering the same in person to such party via hand-delivery service, or to any courier service that provides a return receipt showing the date of actual delivery of the same to the addressee thereof. Notice given in accordance herewith shall be effective on receipt at the address of the addressee. For purposes of notification, the addresses of the parties shall be as follows:

If to Contractor, to:

Cowtown Design and Build LLC
900 N Chandler Dr.
Fort Worth, TX

Telephone: 817-330-9209

Email: Cody@CowtownDB.com

If to SHERMAN, to: City of SHERMAN

Attn: Dr. Zachary Flores, City Manager

220 W. Mulberry Street

Sherman, Texas 75090

Telephone: (903) 892-7201

Facsimile: (903) 892-7355

Email: robbyh@cityofsherman.com

With a copy to:

Abernathy, Roeder, Boyd & Hullett, P.C.

Attn.: Ryan D. Pittman

1700 Redbud Blvd., Suite 300

McKinney, Texas 75069

Telephone: (214) 544-4000

Facsimile: (214) 544-4054

Email: rpittman@abernathy-law.com

26. Representations.

Each party states that they have carefully read this Agreement, know the contents hereof, have consulted with an attorney of their choice regarding the meaning and effect hereof and is signing the same solely of their own judgment.

27. Independent Contractor.

Contractor covenants and agrees that Contractor is an independent contractor and not an officer, agent, servant or employee of SHERMAN; 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 SHERMAN 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 SHERMAN and Contractor.

28. Incorporation of Recitals.

The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct and are hereby incorporated into the body of this Agreement and adopted as findings of SHERMAN and the authorized representative of Contractor.

29. Reference to Contractor.

When referring to "Contractor" herein, this Agreement shall refer to and be binding upon Contractor, and its officers, directors, partners, employees, representatives, contractors, subcontractors, licensees, invitees, agents, successors, assignees (as authorized herein), vendors, grantees, trustees, legal representatives and/or any other third parties for whom Contractor is legally responsible.

30. Reference to SHERMAN.

When referring to "SHERMAN" herein, this Agreement shall refer to and be binding upon SHERMAN, its Council Members, officers, agents, representatives, employees and/or any other authorized third parties for whom SHERMAN is legally responsible.

31. Certifications Required by Texas Law.

In accordance with Chapter 2270 of the Texas Government Code (to the extent applicable), Contractor hereby certifies that Contractor does not boycott Israel and will not boycott Israel during the term of any contract with City, including during the term of this Agreement. In accordance with Chapter 809 of the Texas Government Code (to the extent applicable), Contractor hereby certifies that Contractor does not boycott energy companies and will not boycott energy companies during the term of any contract with City, including during the term of this Agreement. In accordance with Chapter 2274 of the Texas Government Code (to the extent applicable), Contractor hereby certifies that Contractor does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of any contract with City, including during the term of this Agreement. The foregoing terms in this Section have the meanings ascribed to them in the referenced statutes if defined therein.

32. Debarment/Suspension.

SHERMAN 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. SHERMAN, Contractor and Contractor's subcontractors shall comply with federal and state regulations regarding debarment and suspension. Contractor shall include

a statement of compliance with federal and state debarment and suspension regulations in all third-party agreements for work on the Project.

33. Restrictions on Lobbying.

SHERMAN and Contractor are prohibited from using funds awarded under the Agreement for lobbying purposes. Contractor shall include a statement of compliance with this provision in applicable procurement solicitations and third-party agreements for work on the Project.

34. Miscellaneous Drafting Provisions.

This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.

35. 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.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective when all the parties have signed it. The date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature below) will be deemed the effective date of this Agreement ("Effective Date").

CITY OF SHERMAN, TEXAS,
a home-rule municipality

By: _____
Dr. Zachary Flores, City Manager
Date: _____

ATTEST:

APPROVED AS TO FORM:

Linda Ashby, City Clerk

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

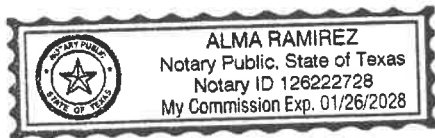
a _____

By: _____
Printed Name: Cody Westmoreland
Title: Principal / Owner
Date: 5/7/25

STATE OF TEXAS §
 §
COUNTY OF Tarrant §

BEFORE ME, the undersigned authority, on this day personally appeared Cody Westmoreland, known to me to be one of the persons whose names are subscribed to the foregoing instrument; that he acknowledged to me he is the owner and duly authorized representative for CowTown Design & Build and that he executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 7th day of may, 2025.



Notary Public in and for the State of Texas
My Commission Expires: 01/26/2028



City Council Regular Meeting

Agenda Item No. G.4.

Meeting Date: 5/19/2025

Prepared By: Tom Pruitt, Utility Engineer

Approved By: Zachary Flores, Acting City Manager

Caption:

*** RESOLUTION NO. 7531**

Authorizing Execution of a Fifth Amendment to the Professional Services Agreement with Plummer Associates, Inc. for Engineering Services for Design of the Wastewater Treatment and Water Reuse Master Plan Project

Issue:

To consider Amendment No. 5 to the contract for Professional Services with Plummer Associates, Inc. for engineering services for the design of the Wastewater Treatment and Water Reuse Master Plan

Background:

The purpose of this Engineering Amendment is to provide funds needed to prepare Operation & Maintenance (O&M) Manuals for the new Wastewater Treatment Plant (MBR). The manuals will be provided in a digital format needed to determine where and when physical components need properly maintained to maximize the lifespan.

Capital Improvement Program:

23-061 South WWTP MBR Phase I

Origination:

Engineering Department

Financial Consideration:

Funding will be taken from unused construction review and oversight budget for this purpose so there is a zero dollar Amendment change.

Staff Recommendation:

It is recommended that Amendment No. 5 to the Professional Services Agreement with Plummer Associates, Inc. for engineering services for design of the Wastewater Treatment and Water Reuse Master Plan Project be approved.

Alternatives:

As may be directed by the City Council

Attachments:

1. Resolution No. 7531
2. Amendment No. 5

3. 1 Res 6902 Original Contract
4. 2 Res 7065 Amendment 1
5. 3 Res 7244 Amendment 2
6. 4 Res 7306 Amendment 3
7. 5 Res 7459 Amendment 4r
8. 6 WWTP Map

RESOLUTION NO. 7531

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A FIFTH AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH PLUMMER ASSOCIATES, INC. FOR ENGINEERING SERVICES FOR DESIGN OF THE WASTEWATER TREATMENT AND WATER REUSE MASTER PLAN PROJECT; 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 Fifth Amendment to the Professional Services Agreement with Plummer Associates, Inc. for engineering services for the design of the Wastewater Treatment and Water Reuse Master Plan Project, 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 day of _____, 2025.

CITY OF SHERMAN, TEXAS

**BY: _____
SHAWN TEAMANN, MAYOR**

ATTEST:

BY: _____

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

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

AMENDMENT NO. 5

TO THE PROFESSIONAL SERVICES AGREEMENT FOR ENGINEERING DESIGN SERVICES BETWEEN
THE CITY OF SHERMAN ("OWNER") AND PLUMMER ASSOCIATES, INC. ("CONSULTANT")
FOR THE WASTEWATER TREATMENT AND WATER REUSE MASTER PLAN PROJECT

Dated June 6, 2022 ("Original Agreement")

This Amendment No. 5 serves to reallocate the contract fees under the Original Agreement (\$2,073,011), Amendment No. 1 (\$11,369,931), Amendment No. 2 (\$ 8,474,247), Amendment No. 3 (\$550,000), and Amendment No. 4 (\$1,456,727) based on the following **changes** to the project scope as detailed in the attached Exhibit A5: "Amendment 5 - Scope of Services." The new total professional services shall remain unchanged at \$23,923,916.

The contract amount under the Original Agreement, Amendment No. 1, Amendment No. 2, Amendment No. 3, and Amendment No. 4 shall be increased by \$0 as presented in the attached Exhibit B5: "Amendment No. 5 – Project Design Budget Summary."

The fee to perform the work detailed in Exhibit A5 is provided below. It is anticipated the remaining funds under the Original Agreement Special Services, Amendment No. 1, and Amendment No. 4 will be used to perform the work.

I. Basic Services (Lump Sum)

Scope Item – South WWTP MBR Design & Construction Services		Fee
A	South WWTP-MBR O&M Narrative	\$ 140,309
B	Post Oak WWTP O&M Narrative	\$ 135,164
C	Master Plan Deduct	(\$ 78,756.65)
D	Amendment No. 1 Deduct	(\$ 86,446)
E	Amendment No. 4 Deduct	(\$ 110,270.35)
Total Basic Services Amendment No. 5:		\$ 0
TOTAL AMENDMENT NO. 5 NOT TO EXCEED		\$ 0

This Amendment No. 5 shall be effective on the date it is executed by the last party to execute it. The OWNER and CONSULTANT hereby agree to amend the Proposed Fees section of this Original Agreement to read as follows:

Proposed Fees

Consultant shall be compensated on the following lump sum basis. Special and Additional Services shall be performed based on the rate schedule included in the Original Agreement.

I	Basic Services		
Master Plan	A.	Information Gathering and Review	\$117,221
	B.	Capacity and Treatability Study	\$190,251
	C.	Treatment Alternatives Screening Evaluation	\$339,260
	D.	Water Reuse Alternatives Screening Evaluation	\$102,919
	E.	Indirect Potable Reuse Alternatives Screening Evaluation	\$55,212
	F.	Detailed Alternative Evaluation	\$337,909
	G.	Implementation Plan	\$37,341
	H.	Report	\$117,765
	I.	Project Administration	\$154,053
	J.	Additional Meetings	\$36,080
WWTP Design	K.	Preliminary Design	\$1,649,103
	L.	Equipment Preselection	\$913,402
	M.	CMAR Coordination	\$650,812
	N.	Final Design	\$7,664,917
	O.	PM & Meetings	\$1,366,650
	P.	Regulatory and Permitting	\$137,274
	Q.	South WWTP MBR Design & Construction Services	\$550,000
	R.	O&M Narrative	\$275,473
Total Basic Services			\$14,695,642

II	Special Services		
Master Plan	A.	Additional Sampling	\$20,000
	B.	Additional Detailed Alternative Evaluation	\$340,000
	C.	Additional Data Collection and Analysis	\$30,000
	D.	Additional Model Development & Screening	\$50,000
	E.	Additional Meetings	\$50,000
	F.	Surveying, Easement Preparation, and SUE	\$50,000
	G.	Geotechnical Engineering	\$25,000
	H.	Environmental and Architectural Investigation Services	\$20,000
	M.	Master Plan Deduct – Amendment No. 4	(\$390,000)
	N.	Master Plan Deduct – Amendment No. 5	(78,756.65)
WWTP Design	I.	Construction Administration	\$4,302,407
	J.	Support Services — Geotech, Survey, SUE	\$159,613
	K.	Construction Management and Resident Project Representative Services (through first 12 months of construction)	\$3,000,000
	L.	Construction Management & RPR Services (through second 12-months of construction)	\$1,846,727
	O.	WWTP Design Deduct	(\$196,716.35)
Total Special Services			\$9,228,274

Summary of Services	Fee
Original Contract	\$ 2,073,011
Amendment 1 – Post Oak WWTP Improvements	\$ 11,369,931
Amendment 2 – South WWTP–MBR	\$ 8,474,247
Amendment 3 – Configuration Services	\$ 550,000
Amendment 4 – South WWTP–MBR Construction Svcs	\$ 1,456,727
Amendment 5 – O&M Narrative	\$ 0
TOTAL NOT TO EXCEED (LUMP SUM)	\$ 23,923,916

The parties hereby ratify and confirm all of the terms, provisions, covenants and conditions of the Original Agreement and acknowledge and agree that the Original Agreement remains in full force and effect, except as amended in this Amendment No. 1 Amendment No. 2, Amendment No. 3, Amendment No. 4, and Amendment No. 5. To the extent that any provision contained herein conflicts with the Original Agreement, the provision contained herein shall supersede such conflicting provision contained in the Original Agreement, Amendment No. 1, Amendment No. 2, and Amendment No. 3, and Amendment No. 4. This Amendment No. 5, the Original Agreement, Amendment No. 1, Amendment No. 2, Amendment No. 3, and Amendment No. 4 contain the entire agreement of the parties with respect to the matters contained herein. This Amendment No. 5 may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the Parties hereto.

EXECUTED in three (3) counterparts (each of which is an original) on behalf of CONSULTANT shown below, and on behalf of the OWNER by its City Manager (thereunto duly authorized) this _____ day of _____, 2025.

OWNER:
CITY OF SHERMAN, TEXAS

CONSULTANT:
PLUMMER ASSOCIATES, INC

Dr. Zachary Flores, CPM, CID, CIC
City Manager



Alan E. Davis, P.E., Principal

ATTEST:

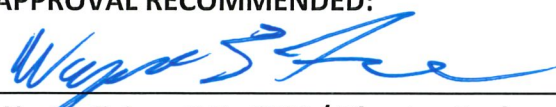
ATTEST:

Linda Ashby
City Clerk



Quentin M. Geile, P.E., Project Engineer

APPROVAL RECOMMENDED:



Wayne E. Lee, P.E., CFM / Director Engineering

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

BY: _____

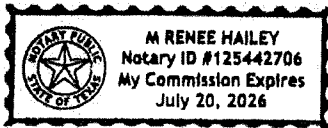
NAME: _____
CITY ATTORNEY

CORPORATE ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF Tarrant §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Alan E. Davis, P.E. of Plummer Associates, Inc. known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Plummer Associates, Inc., a corporation, that (s)he was duly authorized to perform the same by appropriate resolution of the board of directors of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 29th day of April, 2025.



M R Hailey
Notary Public In and For Tarrant County, Texas

My Commission Expires:

July 20, 2026

EXHIBIT A5
AMENDMENT NO. 5 - SCOPE OF SERVICES

PROJECT DESCRIPTION

The City has selected Plummer Associates, Inc. (Plummer) to provide engineering consulting services for planning, design and construction administration associated with the wastewater treatment and water reuse facilities needed to support continued growth of the industrial and domestic wastewater system in the City. Construction of Phase 1 of this effort is ongoing . It is anticipated that the increases in industrial wastewater flows and loads, in conjunction with projected increases in domestic wastewater flows, may exceed the capacity of the Post Oak WWTP as early as 2025.

Amendment No. 5 includes preparation of an operation and maintenance (O&M) narrative for the City's treatment facilities, which include the South WWTP – MBR (SWWTP-MBR) and the Post Oak WWTP (POWWTP). The fee shown for Amendment No. 5 is in addition to the approved fee for Amendment No. 1, Amendment No. 2, Amendment No. 3, and Amendment No. 4.

I. ASSUMPTIONS

- A.** Treatment improvements proposed in separate Contracts will not be included in the O&M narrative.
- B.** The narratives for each facility (SWWTP-MBR and POWWTP) shall be combined in one document.
- C.** It is expected the existing funds in the Contract can be used to complete the narratives. However, Plummer reserves the ability to request additional funds if the remaining construction activities for the SWWTP-MBR project exceed the current Contract scope. Plummer shall provide documentation if additional funds are requested.

II. TASK SUMMARY, BASIC SERVICES

A. TASK J: SOUTH WWTP – MBR O&M NARRATIVE

- a. Prepare an O&M narrative to assist plant staff in the operation and maintenance of facilities associated with the SWWTP-MBR. The narrative shall be prepared in an electronic format and include process overview, design criteria, regulatory requirements, and electrical and controls information. O&M information (startup, normal operation, emergency operation, shutdown procedures, maintenance, and safety), troubleshooting information, and equipment manufacturer and support contact information will be included by reference to the manufacturers' O&M manuals. The narrative will be prepared for the following facilities:
 - i. Diversion Structure.

EXHIBIT A5
AMENDMENT NO. 5 - SCOPE OF SERVICES

- ii. Influent Pump Station.
 - iii. Preliminary Treatment Unit.
 - iv. Equalization Basin.
 - v. Carbon Storage.
 - vi. Alkalinity Storage.
 - vii. Biological Reactor Basins.
 - viii. Blower Building.
 - ix. Membrane Bioreactor Basins.
 - x. Membrane Support Building.
 - xi. Return Activated Sludge Pump Station.
 - xii. Sludge Storage Tank.
 - xiii. Relift Pump Station.
 - xiv. Effluent Filters.
- b. The electronic narrative references to the manufacturer's O&M manuals. The following topics shall be included in the narrative:
- i. Introduction. Statement of manual purpose, contact information for City plant staff, and overview of narrative contents.
 - ii. Plant Overview. Site plans, process flow diagram, and hydraulic profile shall be included.
 - iii. Regulatory Requirements. Discussion of discharge permit limits and contact information for the regulatory agency.
 - iv. Treatment Unit Sections. One section for each treatment unit with the information indicated in Item A.a shall be included. Narrative will include a general process description, intended operation of the unit process, and design parameters. Equipment O&M information (startup, normal operation, emergency operation, shutdown procedures, maintenance, and safety), troubleshooting information, and equipment manufacturer and support contact information will be included by reference to the manufacturers' O&M manuals.
 - v. Electrical and Controls. Overall electrical and controls, including drawings and information on the overall power, human machine interface (HMI), and programmable logic control (PLC) programming.
- c. Prepare a draft narrative and submit for review.
- d. Prepare a final narrative addressing comments on the draft narrative. The final narrative shall identify hyperlinks to the referenced drawings and manufacturer's O&Ms as well as appendices for the SWWTP-MBR treatment areas. The City shall be responsible for linking the narrative text to the applicable document.

EXHIBIT A5
AMENDMENT NO. 5 - SCOPE OF SERVICES

- i. Appendices shall include the final record drawings, conformed project specifications, equipment manufacturer O&M manuals, design report sent to the TCEQ, and POWWTP TPDES permit.
- ii. Two printed copies of the narrative shall be furnished, including the SWWTP-MBR and POWWTP components. One digital copy of the narrative shall be included. The digital copy shall include folders and PDFs for the final record drawings, conformed project specifications, equipment manufacturer O&M manuals, design report sent to the TCEQ, and the POWWTP TPDES permit.

B. TASK K: POST OAK WWTP O&M NARRATIVE

- a. Prepare an O&M narrative to assist plant staff in the operation and maintenance of facilities associated with the POWWTP. The narrative shall be prepared in an electronic format and include process overview, design criteria, regulatory requirements, and electrical and controls information. O&M information (startup, normal operation, emergency operation, shutdown procedures, maintenance, and safety), troubleshooting information, and equipment manufacturer and support contact information will be included by reference to the manufacturers' O&M manuals. The narrative will be prepared for the following facilities:
 - i. Bar Screens.
 - ii. Influent Lift Station.
 - iii. Fine Screens & Grit Chamber.
 - iv. EQ Basin & Blowers.
 - v. Primary Clarifiers.
 - vi. Aeration Basins & Blowers.
 - vii. RAS Pumping.
 - viii. Biological Clarifiers.
 - ix. Emergency Storage Basins & Decant Lift Station.
 - x. WAS Thickening.
 - xi. Primary & Secondary Digesters.
 - xii. Sludge Mixing Tank & Blowers.
 - xiii. Polymer Injection & Screw Press Dewatering.
 - xiv. UV Disinfection.
- b. The electronic narrative references to the manufacturer's O&M manuals. The following topics shall be included in the narrative:
 - i. Introduction. Statement of manual purpose, contact information for City plant staff, and overview of narrative contents.

EXHIBIT A5
AMENDMENT NO. 5 - SCOPE OF SERVICES

- ii. Plant Overview. Site plans, process flow diagram, and hydraulic profile shall be included.
- iii. Regulatory Requirements. Discussion of discharge permit limits and contact information for the regulatory agency.
- iv. Treatment Unit Sections. One section for each treatment unit with the information indicated in Item B.a shall be included. Narrative will include a general process description, intended operation of the unit process, and design parameters. Equipment O&M information (startup, normal operation, emergency operation, shutdown procedures, maintenance, and safety), troubleshooting information, and equipment manufacturer and support contact information will be included by reference to the manufacturers' O&M manuals.
- v. Electrical and Controls. Overall electrical and controls, including drawings and information on the overall power, human machine interface (HMI), and programmable logic control (PLC) programming.
- c. Prepare a draft narrative and submit for review.
- d. Prepare a final narrative addressing comments on the draft narrative. The final narrative shall identify hyperlinks to the referenced drawings and manufacturer's O&Ms as well as appendices for the POWWTP treatment areas. The City shall be responsible for linking the narrative text to the applicable document.
 - i. Appendices shall include the final record drawings, equipment manufacturer O&M manuals, and available reports and applications sent to the TCEQ.

EXHIBIT B5
AMENDMENT NO. 5 - PROJECT DESIGN BUDGET SUMMARY

I. Basic Services (Lump Sum)

Scope Item – South WWTP MBR		Fee
A	South WWTP-MBR O&M Narrative	\$ 140,309
B	Post Oak WWTP O&M Narrative	\$ 135,164
C	Master Plan Deduct	(\$ 78,756.65)
D	Amendment No. 1 Deduct	(\$ 86,446)
E	Amendment No. 4 Deduct	(\$ 110,270.35)
Total Basic Services Amendment No. 5:		\$ 0
TOTAL AMENDMENT NO. 5 NOT TO EXCEED		\$ 0

RESOLUTION NO. 6902

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH PLUMMER ASSOCIATES, INC. FOR ENGINEERING SERVICES FOR DESIGN OF THE WASTEWATER TREATMENT AND WATER REUSE MASTER PLAN PROJECT; 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 Plummer Associates, Inc. for engineering services for the design of the Wastewater Treatment and Water Reuse Master Plan Project, 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 6th day of June, 2022.

CITY OF SHERMAN, TEXAS

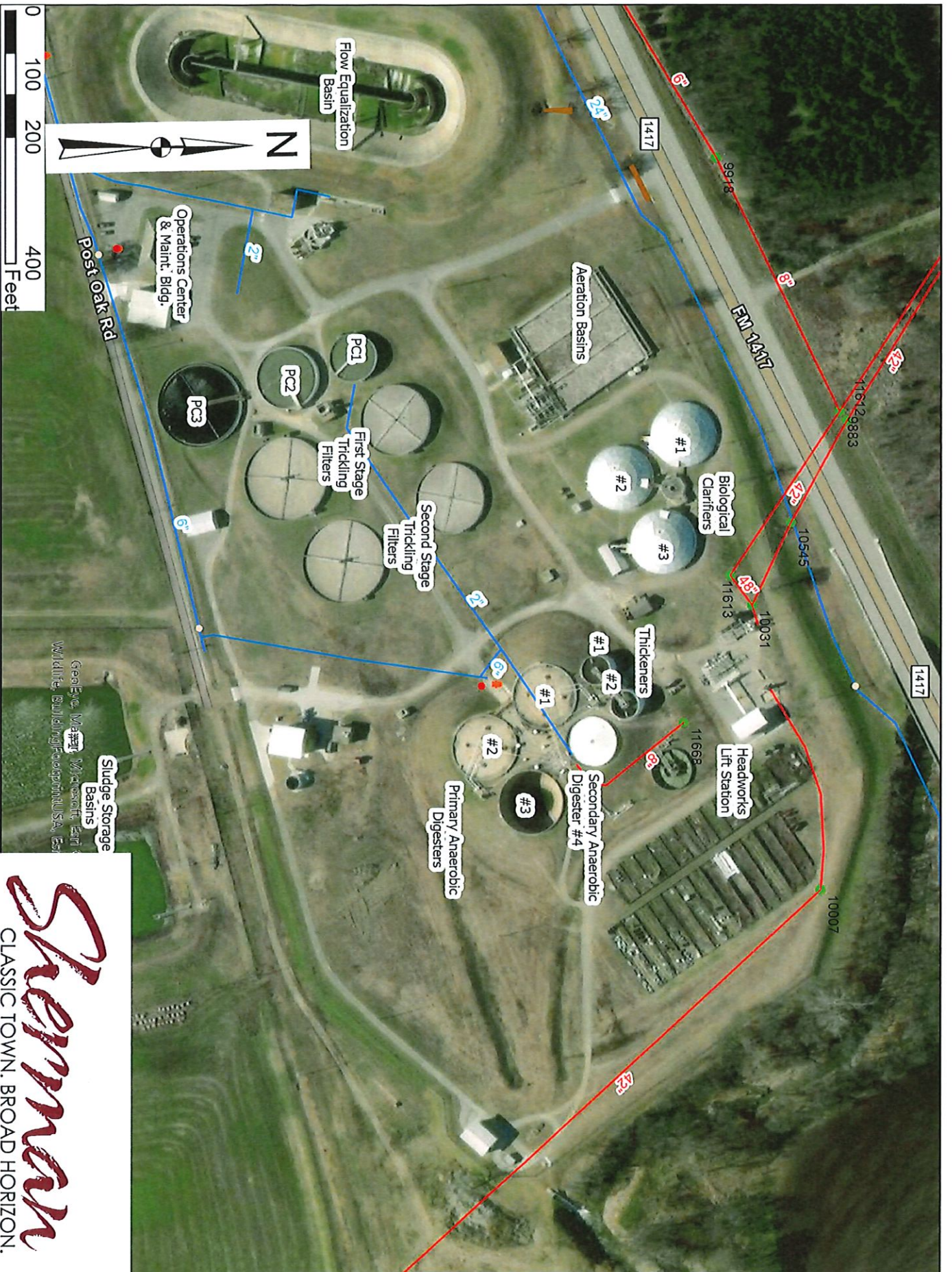
ATTEST:

BY: 
LINDA ASHBY, CITY CLERK

BY: 
DAVID PLYLER, MAYOR

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

BY: 
RYAN D. PITTMAN, CITY ATTORNEY



Sherman
CLASSIC TOWN. BROAD HORIZON.

AGREEMENT
BETWEEN
THE CITY OF SHERMAN, TEXAS AND
PLUMMER ASSOCIATES, INC.
FOR
PROFESSIONAL SERVICES

Made as of the 6th day of June, 2022:

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

and Consultant: **Plummer Associates, Inc.**
 1320 South University Dr. Suite 300
 Fort Worth, TX 76182
 Telephone: 817.806.1700

for the following Project: **Wastewater Treatment and Water Reuse Master Plan**

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Sherman, Texas, a home-rule municipality ("City"), and Plummer Associates, Inc., a Texas 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 civil engineering services for the Wastewater Treatment and Water Reuse Master Plan 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 amendment to this Agreement, may be authorized from time to time by City ("**Amendment(s)**").
- 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 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 one million four hundred eighty-eight thousand eleven dollars (**\$1,488,011.00**); (b) for Special Services, on a cost-plus basis in an amount not to exceed five hundred eighty-five thousand dollars (**\$585,000.00**) (collectively, "Consultant's Fee"); and (c) paid in accordance with this Article 3 and the Project Design 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 assist the City in obtaining all applicable 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. City shall be responsible for permitting and approval fees.

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 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:

- 33.1 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.
- 33.2 Additional drafts and revisions to the Project which are not provided for or contemplated in the Scope of Services as described in Exhibit A.
- 33.3 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.
- 33.4 Photography, professional massing models which are not provided for or contemplated in the Scope of Services as described in Exhibit A.
- 33.5 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.
- 33.6 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

Staff Description	Range of Billing Rates
Admin Staff	\$ 85.00 - \$ 105.00
Senior Admin Staff	\$ 90.00 - \$ 130.00
Designer/Technician	\$ 75.00 - \$ 115.00
Designer/Technician III	\$ 100.00 - \$ 130.00
Senior Designer/Technician	\$ 125.00 - \$ 160.00
Engineer/Scientist Intern	\$ 50.00 - \$ 95.00
Engineer-in-Training/Scientist-in-Training	\$ 95.00 - \$ 130.00
Engineer-in-Training/Scientist-in-Training III	\$ 115.00 - \$ 145.00
Project Engineer/Scientist	\$ 120.00 - \$ 155.00
Senior Project Engineer/Scientist	\$ 135.00 - \$ 195.00
Project Manager	\$ 180.00 - \$ 250.00
Senior Project Manager	\$ 225.00 - \$ 295.00
Principal I	\$ 250.00 - \$ 330.00
Principal II	\$ 290.00 - \$ 400.00
Electrical Engineer in Training I	\$ 85.00 - \$ 110.00
Electrical Engineer in Training II	\$ 100.00 - \$ 115.00
Electrical Engineer in Training III	\$ 120.00 - \$ 150.00
Electrical Specialist	\$ 130.00 - \$ 165.00
Programmer	\$ 135.00 - \$ 170.00
Programmer II	\$ 140.00 - \$ 175.00
Senior Electrical Engineer	\$ 260.00 - \$ 295.00

- 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.

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 or non-renewal 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 or non-renewal 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 or non-renewal 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 or non-renewal, 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:

Alan E. Davis
Principal
Plummer Associates, Inc
1320 South University Dr.
Fort Worth, TX 76182
Telephone: 817.806.1700
Email: adavis@plummer.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 C, Exhibit D, Exhibit E, Exhibit F Exhibit B or Exhibit A shall prevail in that order.

- 122 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.
- 123 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.
- 124 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.
- 125 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.

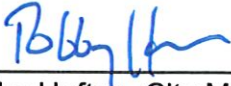
- 12.14 **Additional Representations** – Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had the opportunity to confer with its counsel.
- 12.15 **Miscellaneous Drafting Provisions** – This Agreement shall be deemed drafted 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 2021-2022 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 2021-2022 fiscal year unless and until such funds are budgeted.
- 12.23 **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.
- 12.24 **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.

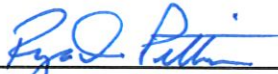
CITY:
City of Sherman, Texas,
a Texas home-rule municipality

CONSULTANT:
Plummer Associates, Inc.
a Texas corporation

By: 
Robby Hefton, City Manager

By: 
Alan Davis, Principal

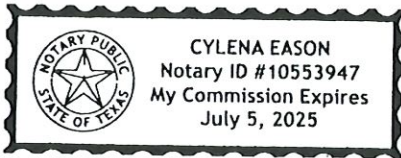
APPROVED AS TO FORM:


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 **ALAN DAVIS**, KNOWN TO ME TO BE ONE OF THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT; HE ACKNOWLEDGED TO ME THAT HE IS A PRINCIPAL AND DULY AUTHORIZED REPRESENTATIVE FOR **PLUMMER ASSOCIATES, INC.**, AND THAT HE EXECUTED SAID INSTRUMENT FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 1 DAY
OF June 2022.



Cylena Eason
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
My commission expires: July 5, 2025

EXHIBIT A SCOPE OF SERVICES

I. PROJECT DESCRIPTION

With the recent announcement of a new \$30 Billion Texas Instruments (TI) semiconductor chip manufacturing campus to be located in the City of Sherman (City), the City is developing a comprehensive infrastructure plan to serve the facility and the associated growth. The City has selected Plummer Associates, Inc. (Plummer) to provide engineering consulting services for planning, design and construction administration associated with the wastewater treatment and water reuse facilities needed to support the TI facility and continued growth. It is anticipated that these services will be performed in phases. The first phase will include the initial data/information gathering and master planning that will provide a road map for subsequent design and construction phases. The remainder of this document defines the scope of work for the Phase 1 master planning services.

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.
- 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.

EXHIBIT A SCOPE OF SERVICES

- 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. Task A: Information Gathering and Review

- a. Kickoff Meeting: Prepare for and facilitate an in-person kickoff meeting in Sherman to review the scope and schedule; identify critical success factors and potential risks; and discuss data/information that will be used in the planning process. Data currently available to Plummer will be identified.
- b. Information Request: Prepare and submit to City a request for information. The City will provide available requested information, and any other related information City is aware of that may benefit the project team. Information to be provided may include, but not be limited to: customer water usage data; historical flow and water quality data, previous design and master plan reports; development and planning information, population and flow projection information, water supply cost and rate information, GIS data layers, existing TPDES permits, and water rights information. A separate information request will also be provided summarizing desired information and data to be obtained from TI. Data to be requested will include information from existing TI facilities with similarities to the one to be constructed in Sherman. In addition, information on the quality of the existing TI discharges and timing of the planned phase-out of the existing TI facility will be requested. Information related to individual process streams and the opportunities for reuse at the TI facility will be requested, such as water quality requirements, potential uses, and reuse water quantity. It is assumed that all data and information will be provided in electronic format. If data from existing TI facilities are not available, special sampling may be required and is included as a special service.

EXHIBIT A SCOPE OF SERVICES

- c. Tour of Existing TI Facilities: Plummer (up to 3 team members) will accompany City of Sherman staff on up to two site visits to facilities that are similar to the facility to be constructed in Sherman. The budget allocated to this task only covers time and travel expenses for Plummer team staff. City staff expenses are not included. Plummer will document information obtained from the site visits. Plummer will contact the municipalities where these facilities are located to schedule a meeting with wastewater and pretreatment staff before each site visit. Plummer will request a copy of the technically based local limits from these municipalities.
- d. Information Review: Review and summarize the information provided by Sherman and TI.
- e. Information Gathering/Review Meetings:
 - i. Coordinate with the City to meet with representatives of TI to obtain additional information and insight into plans for design and operation of the TI facility.
 - ii. Meet with the City to discuss questions related to information provided and any outstanding information needed for completion of the Master Plan.

Deliverables: Summaries to be included in final report, as appropriate; meeting notes.

B. Capacity and Treatability Study

- a. Task B: Wastewater Flow Projections and Quality Characteristics
 - i. Evaluate/Confirm Wastewater Flow Projections: Evaluate flow projections provided in Task A. Modify and augment as appropriate based on information obtained from discussions with TI and any other updated information provided by the City. Flows to be developed include annual average daily; maximum month; peak two-hour; average daily minimum; and extended wet weather influent. Variability in TI flows will be evaluated and documented, including the timing of phasing out the existing TI facility. If required by individual treatment processes, maximum and minimum weekly flows shall also be included. Flow peaking factors (peak two-hour, maximum month, etc.) will be established using available data. The evaluation period for the flow projections will be consistent with the period used in the City's most recent Wastewater Master Plan.
 - ii. Wastewater Characteristics (Quality and Quantity):
 - a. Review five years of historical quality data for biochemical oxygen demand (BOD), ammonia (NH₃), total suspended solids (TSS) and

EXHIBIT A SCOPE OF SERVICES

- potential of hydrogen (pH) from the Post Oak WWTP. This will include all recorded data and sampling locations at the plant.
- b. Predict wastewater characteristics received at Post Oak WWTP after the water purification facility ceases discharging to the collection system.
 - c. Identify potential pollutants of concern that are typically regulated/monitored in facilities with processes similar to the proposed TI facility. Obtain historical water quality and flow data from similar operational TI facilities and summarize water quality characteristics.
 - d. Evaluate water quality from the existing TI facility in Sherman and based on information provided by TI, evaluate the impact of phasing out this facility on the water quality characteristics.
 - e. Based on the evaluation above and other information provided by TI, estimate projected water quality characteristics and quantity for the pollutants of concern for each internal waste stream and the final wastewater discharges from the new TI facility; identify water quality characteristics associated with the new TI discharge that may impact treatment processes and discharge permitting (e.g. biocides, nitrification inhibitors, dissolved solids, potentially hazardous wastes, etc.).
 - f. Identify types of new industries that may come to the City to support TI. Determine if any of the new industries could have significant flows or discharge pollutants of concern at levels that could be problematic.
 - g. Identify direct and indirect industrial users that are located in the vicinity of the new TI facility. Review five years of historical discharge data obtained through the City's pretreatment program or available through EPA Enforcement and Compliance History Online for the industries. Obtain information related to changes that have occurred in the past five years or changes that are proposed for the industrial user's facilities that have or may cause an impact to the characteristics of the discharges to the City's treatment works. The impacts of COVID on the industrial user discharges will be considered in the review.
 - h. Review wastewater quality data with respect to the potable water source (groundwater or surface water). The typical wastewater characteristics for domestic and commercial sources that receive potable water from each source will be reviewed. Any other available relevant water quality data for the Post Oak WWTP will be reviewed.

EXHIBIT A SCOPE OF SERVICES

- i. Define concentrations and loads to be used in projecting future wastewater quality. Loads will include annual average daily; maximum month average daily; peak two-hour; and average daily minimum. If required by the individual treatment processes, maximum and minimum weekly loads shall also be included.
- j. Separately characterize wastewater quality for the following scenarios:
 - Post Oak WWTP commingled with wastewater from the TI facility
 - Post Oak WWTP without wastewater from the TI facility
 - TI facility + nearby industrial dischargers (for potential treatment at a separate industrial treatment facility)
 - Post Oak WWTP without TI facility and without nearby industrial dischargers
- iii. Task B Meetings: The following meetings are anticipated to support Task B activities:
 - a. Prepare for and facilitate one in-person meeting with the City in Sherman to review the results of the Task B evaluation. A PowerPoint summary of results will be provided at the meeting and will serve as the intermediate documentation of the Task B results.
 - b. Prepare for and facilitate up to 3 virtual meetings (with the City and/or TI) to review task progress or obtain additional input/information.

Deliverable: PowerPoint slides summarizing flow projections and water quality characterization; meeting notes.

- b. Task C: Treatment Alternatives Screening Evaluation (Note: This task will be coordinated with and conducted concurrently with Tasks D and E.)
 - i. Treatment Alternative Development: Develop conceptual planning-level treatment scenarios for up to 5 treatment alternatives. Perform a process evaluation and assessment for each alternative. Prepare treatment process diagrams and descriptions for each alternative. Alternatives to be included will be finalized following completion of Task B but may include:
 - a. All flow is commingled and treated at the existing Post Oak WWTP site for the entire planning period.
 - b. Flow is initially commingled and treated at the Post Oak WWTP until capacity of the existing WWTP is reached; A separate industrial

EXHIBIT A SCOPE OF SERVICES

treatment train will be constructed at the Post Oak WWTP site to treat flows from TI (and potentially other nearby industries).

- c. Flow is initially commingled and treated at the Post Oak WWTP until capacity of the existing WWTP is reached; A separate industrial treatment plant will be constructed at a new site located near TI to treat flows from TI (and potentially other nearby industries).
 - d. TI flows are not commingled at the Post Oak WWTP. A separate industrial treatment plant will be constructed at a new site located near TI to treat flows from TI (and potentially other nearby industries) and will be operational when the TI facility comes online.
- ii. Permitting: Identify the type(s) of permits required and the regulations that apply to the discharge/waste streams generated by each alternative. The difficulty of and anticipated schedule for obtaining each authorization will be identified.
- iii. Discharge Locations and Permit Limits: Perform a desktop evaluation of potential discharge location(s) for each alternative. Using default QUAL-TX model assumptions (for dissolved oxygen), TCEQ screening procedures, and applicable federal industrial regulations, the potential Texas Pollutant Discharge Elimination System (TPDES) permit limits for each alternative will be predicted.
- iv. Residuals Disposal: If reverse osmosis treatment is required to manage dissolved solids, perform a desktop evaluation of residual disposal options and identification of potential waste stream segregation needs. Options to be considered will include surface water discharge, deep well injection, and up to two other options that may include high recovery options to minimize the amount of liquid waste or emerging technologies. Coordinate with the City's consultant evaluating water treatment plant improvements to determine whether a combined residuals disposal option for water and wastewater treatment is viable.
- v. Conveyance Evaluation: Determine conveyance improvements required for each treatment alternative
 - a. Coordinate with City's conveyance consultant to define collection system improvements needed for each alternative.
 - b. Define conveyance system improvements required for discharge of treated effluent and residuals disposal for each alternative.

EXHIBIT A SCOPE OF SERVICES

- vi. Planning-Level Costs: Develop planning-level opinions of probable construction cost (OPCCs), operation and maintenance (O&M), and life cycle costs for each alternative. Costs will be developed for the following elements:
 - a. Wastewater collection system and treated effluent conveyance. Conveyance costs will be based on planning level (AACE Level 5) unit cost factors (e.g. \$/linear foot for pipelines or \$/MGD for lift stations) and will be coordinated with the unit cost factors used by the City's conveyance consultant. For operating costs, unit cost factors will be based on linear feet of pipe and pipe type (gravity vs. force main), and \$/HP for lift stations.
 - b. Treatment facility improvements. Facility improvement costs will be based on planning-level unit cost factors (e.g. \$/MGD) for each treatment process category (e.g. conventional treatment, advanced treatment, biosolids treatment, odor control, etc.). For operational costs, unit cost factors generally will be based on gallons of wastewater treated.
- vii. Non-Cost Factors: Define non-cost considerations associated with each alternative. The review of non-cost factors will include legal, regulatory, environmental, social, institutional and public acceptance issues.
- viii. Pretreatment Program: Identify the impacts to the established Pretreatment Program that implementing each alternative will have. This evaluation may involve comparing the predicted loadings discharged to Post Oak WWTP to the allowable headworks loadings and allowable industrial loadings developed for the City's approved and/or proposed pretreatment program. The objective of the evaluation is to determine if and what type of modifications to the program will be required.
- ix. Develop Evaluation Criteria and Matrix: Develop proposed evaluation criteria and scoring matrix to be used to evaluate alternatives. Populate draft scoring matrix.
- x. Task C Meetings: The following meetings are anticipated to support Task C activities:
 - a. Prepare for and facilitate an in-person alternative screening workshop with the City in Sherman. Summary descriptions of each alternative will be provided prior to the workshop. At the workshop, evaluation criteria, weights and scoring will be reviewed and confirmed with the City. The scoring matrix will then be used to rank the alternatives and

EXHIBIT A SCOPE OF SERVICES

select which alternative(s) will move forward with a more detailed evaluation.

- b. Prepare for and facilitate up to 3 virtual meetings (with the City and/or TI) to review task progress or obtain additional input/information.

Deliverables: Summary descriptions of each alternative; final screening scoring matrix; meeting notes.

C. Task D: Water Reuse Alternatives Screening Evaluation

- a. Existing Customer Identification: Identify potential customers for non-potable reclaimed water in the vicinity of the new TI facility and in the vicinity of the Post Oak WWTP.
 - i. Analyze monthly metered water usage data to be provided by the City, to include any separate irrigation meters. For customers with no irrigation meter, seasonal water usage will be used to estimate potential irrigation usage. Rank customers in order of largest likely non-potable water usage. Cross-check with desktop review of aerial imagery to confirm likely irrigated areas.
 - ii. Prepare for and facilitate a meeting with the City to review ranked list of potential largest nonpotable water users and obtain input and feedback.
 - iii. Prepare for and attend up to 5 meetings with potential customers to evaluate interest in using reclaimed water and determine any special water quality or pressure/delivery requirements. If desired by the City, one meeting could be coordinated with pretreatment program customers.
- b. Future Customer Identification: Using available planning and development information, together with other information available from the City, identify potential future development areas that may be candidates for receiving reclaimed water. Estimates of potential demands for future development will be based on available information and are likely to be very approximate.
- c. Reclaimed Water Supply and Water Quality: Summarize reclaimed water supply and water quality requirements.
 - i. Using historical flow data and projections from Task B and in coordination with Task C, document existing and future reclaimed water supply, both from the Post Oak WWTP and a potential future industrial WWTP, as appropriate.
 - ii. Prepare a summary of existing treated effluent quality from the Post Oak WWTP and expected water quality requirements to serve potential reclaimed water customers. Treatment process improvements needed to meet

EXHIBIT A SCOPE OF SERVICES

expected quality requirements will be included in the treatment alternatives for Task C.

- d. Evaluate Reclaimed Water Delivery Options for Nonpotable Reuse: In coordination with Task C, evaluate delivery options for nonpotable reuse for each treatment alternative.
 - i. A hydraulic model will be developed for each alternative. Planning- level demands will be estimated from the information developed in Tasks D.a. and D.b. The model will be used to evaluate pipeline sizing and pumping/storage requirements.
 - ii. GIS maps will be prepared for presentation of each alternative.
 - iii. OPCCs, together with estimated O&M and life cycle costs, will be developed for each alternative.
 - iv. Non-cost considerations, such as regulatory or institutional issues, permitting requirements, barriers to implementation or other similar issues will be summarized.
- e. Summarize Reclaimed Water Delivery Alternatives: In coordination with Task C, prepare a summary of each reclaimed water delivery alternative. Summaries will be incorporated into treatment alternative summaries and included as part of the Task C screening workshop.

Deliverables: Prioritized list of potential customers; hydraulic model of each alternative; summary of reclaimed water delivery alternatives; meeting notes.

D. Task E: Indirect Potable Reuse Alternatives Screening Evaluation

- a. Screening of Potential Discharge Locations:
 - i. In coordination with previous tasks, estimate the quantity of water that may be available for discharge to the Lake Texoma, Lake Ray Roberts, Lake Lewisville, or Lake Lavon watersheds for subsequent indirect reuse.
 - ii. Perform a desktop evaluation of potential discharge locations to evaluate the viability of discharging to other watersheds. Using default QUAL-TX model assumptions (for dissolved oxygen) and TCEQ screening procedures, estimate projected TPDES permit limits for each potential location.
- b. Water Provider Meetings: Working with the City, prepare for and facilitate up to 3 meetings with regional water providers to discuss their interest in purchasing and/or trading return flows from the City. It is anticipated that meetings would be with some or all of North Texas Municipal Water District (NTMWD), Greater Texoma Utility Authority (GTUA), and Dallas Water Utilities (DWU).

EXHIBIT A SCOPE OF SERVICES

- c. Evaluate Indirect Potable Reuse (IPR) Alternatives: Based on input received from meetings in Task E2, develop up to 3 IPR alternatives.
 - i. Develop conceptual plans of required conveyance infrastructure and display on a GIS map.
 - ii. Develop OPCCs together with estimated O&M and life cycle costs for each alternative.
 - iii. Summarize non-cost considerations, such as regulatory or institutional issues, permitting requirements, barriers to implementation or other similar issues.
- d. Summarize IPR Alternatives: In coordination with Task C, prepare a summary of each IPR alternative. Summaries will be incorporated into treatment alternative summaries and included as part of the Task C screening workshop.

Deliverables: Summary of IPR alternatives including maps, costs and review of non-cost factors; meeting notes.

E. Task F: Alternative Evaluation

- a. Alternative Development: Based on the results of the Task C Screening Workshop, evaluate one alternative, including items to address Post Oak WWTP condition assessment needs, treatment alternatives for the TI project, and infrastructure needs associated with water reuse. Evaluation of a second alternative is included as a Special Service.
 - i. Perform treatment process modeling for the alternative.
 - ii. For each proposed discharge location (including discharge of RO concentrate, as appropriate), develop a refined water quality model and assessment of potential TPDES permit limits.
 - iii. Prepare conceptual design:
 - a. Prepare design concept memorandum defining raw wastewater flow and quality characteristics, effluent discharge flow and quality characteristics, odor control concepts, biosolids and residual handling concepts. Develop a conceptual process design drawing including all treatment process units with flow rates.
 - b. Prepare desktop evaluation of potential new WWTP sites near the TI facility. A detail selection of a site would occur in a subsequent project. The desktop evaluation would include up to three sites and criteria such as property size, ownership, and current use, known geology,

EXHIBIT A SCOPE OF SERVICES

- proximity to power, vehicle access, proximity to the TI facility, and proximity to discharge locations.
 - c. Develop conceptual electrical loads for the plant. Coordinate with power company for electrical service for new sites.
 - d. Update conceptual conveyance infrastructure plan based on the selected alternative and selected treatment site and display on a GIS map.
 - e. Identify conceptual communication strategy to other city facilities and plant security requirements.
- b. Alternative Conceptual Costs: Develop OPCCs, O&M, and life cycle costs for each alternative.
 - c. Task F Meetings: The following meetings are anticipated to support Task F activities:
 - i. Prepare for and facilitate an in-person alternative review meeting with the City in Sherman. If more than one alternative has been evaluated, a similar scoring exercise as performed in Task C will be used to rank the alternatives and select the preferred option.
 - ii. Prepare for and facilitate up to 3 virtual meetings to review task progress or obtain additional input/information.
 - d. Finalize Conceptual Alternatives: Incorporate feedback received from City from Task F alternative review meeting and finalize alternative(s) and cost(s).

Deliverables: Conceptual design memorandum and opinions of cost; meeting notes.

F. Task G: Implementation Plan

- a. Document CIP Projects: Document and summarize CIP projects associated with the recommended alternative. Projects will also include the improvements identified during the Post Oak WWTP condition assessment project.
- b. Prepare Implementation Plan: Implementation steps for the recommended alternative identified in Task F will be documented, together with a proposed schedule for implementation.

Deliverables: CIP projects and implementation plan for the recommended alternative.

EXHIBIT A SCOPE OF SERVICES

G. Task H: Report

- a. Draft Report: Document the results of the previous tasks in a draft report. One electronic copy of the report will be provided to the City for review.
- b. Final Report: Prepare a final report that incorporates comments received from City. An electronic (pdf) copy of the final report, together with 3 hard copies, will be provided to City.

Deliverables: Draft and final report.

H. Task I: Project Administration and Additional Meetings

- a. Project Administration: Project administration will include but not be limited to developing and implementing a project management plan; tracking and managing internal schedules of work; monitoring and addressing issues related to the scope of work, budget and deliverables; preparing and processing monthly billings; providing labor resources necessary to fulfill scoped work; scheduling and participating in quality control reviews; and providing updates to the City on a regular basis. A standard monthly invoice and progress reports will be prepared for all services.

Deliverables: Monthly progress reports and invoices

I. Task J: Additional Meetings:

- a. Prepare for and attend up to 2 additional in-person meetings (not included in other tasks) with City staff, TI, City Council or other stakeholders. For budgeting purposes, each meeting will be 4 hours and include 10 people from the consultant team plus meeting preparation, meeting documentation, and travel.

Deliverables: Meeting notes for each meeting.

J. Special Services

- a. Various services incidental to the project, but not within the scope of the Basic Engineering Services covered by basic services, 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 items. The scope and compensation for these services will be further defined and agreed to prior to authorization:
 - i. Additional Sampling: Additional sampling at the City's Post Oak WWTP, or an existing TI facility to obtain additional water quality data to support the evaluation.

**EXHIBIT A
SCOPE OF SERVICES**

- ii. Additional alternative evaluation: In accordance with scope Task F: Alternative Evaluation, perform a alternative evaluation, including conceptual design tasks and costs for a second alternative.
- iii. Additional data collection or analysis not included in Basic Services.
- iv. Additional model development or evaluations not included in Basic Services.
- v. Additional meetings not included in Basic Services.
- vi. Design surveying and utility locations:
 - a. Perform preliminary surveying for the wastewater treatment plant sites. These services are based upon survey of the City's Post Oak WWTP and a new plant site. A detailed scope of work will be provided prior to authorization by the City. Perform subsurface utility engineering (SUE) Quality Level A or B services at critical locations.
- vii. Geotechnical Investigation & Report: These services are based upon geotechnical engineering at the City's Post Oak WWTP and a new WWTP site. A detailed scope of work will be provided prior to authorization by the.
 - a. Perform soil borings and install piezometers at select locations on plant site(s)
- viii. Preparation of site visits, report, sketches, drawings, presentations, and permit applications involving environmental, historical, and archaeological considerations. A detailed scope of work will be provided prior to authorization by the City once the pipeline routes and plant site have been established.

EXHIBIT B
PROJECT DESIGN BUDGET SUMMARY

I. Basic Services

A. Information Gathering and Review	\$ 117,221
B. Capacity and Treatability Study	\$ 190,251
C. Treatment Alternatives Screening Evaluation	\$ 339,260
D. Water Reuse Alternatives Screening Evaluation	\$ 102,919
E. Indirect Potable Reuse Alternatives Screening Evaluation	\$ 55,212
F. Detailed Alternative Evaluation	\$ 337,909
G. Implementation Plan	\$ 37,341
H. Report	\$ 117,765
I. Project Administration	\$ 154,053
J. Additional Meetings	\$ 36,080

<i>Total Basic Services (Lump Sum)</i>	<u>\$ 1,488,011</u>
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II. Special Services

A. Additional Sampling	\$ 20,000
B. Additional Detailed Alternative Evaluation	\$ 340,000
C. Additional Data Collection and Analysis	\$ 30,000
D. Additional Model Development & Screening	\$ 50,000
E. Additional Meetings	\$ 50,000
F. Surveying, Easement Preparation, and SUE	\$ 50,000
G. Geotechnical Engineering	\$ 25,000
H. Environmental and Architectural Investigation Services	\$ 20,000

<i>Total Authorized Special Services</i>	<u>\$ 585,000</u>
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<i>Project Budget, Grand Total (Not-To-Exceed)</i>	<u>\$ 2,073,011</u>
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EXHIBIT C
GUIDELINES FOR COMPUTER AIDED DESIGN AND DRAFTING (CADD)

1. Files shall 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.
9. 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

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

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.

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

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 or non-renewal 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 or non-renewal. 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.		
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. <u>N/A</u> 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 <u>5-30-2022</u> Date		

RESOLUTION NO. 7065

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH PLUMMER ASSOCIATES, INC. FOR ENGINEERING SERVICES FOR DESIGN OF THE WASTEWATER TREATMENT AND WATER REUSE MASTER PLAN PROJECT; 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:

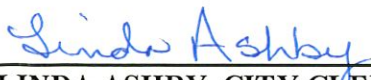
SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute Amendment No. 1 to the Professional Services Agreement with Plummer Associates, Inc. for engineering services for the design of the Wastewater Treatment and Water Reuse Master Plan Project, 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 1st day of May 2023.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: 
LINDA ASHBY, CITY CLERK

BY: 
DAVID PLYLER, MAYOR

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

BY: 
RYAN D. PITTMAN, CITY ATTORNEY

AMENDMENT NO. 1

TO THE PROFESSIONAL SERVICES AGREEMENT FOR ENGINEERING DESIGN SERVICES BETWEEN
THE CITY OF SHERMAN (OWNER) AND PLUMMER ASSOCIATES, INC. (ENGINEER)
FOR THE WASTEWATER TREATMENT AND WATER REUSE MASTER PLAN PROJECT

Dated June 6, 2022 ("Original Agreement")

This Amendment No. 1 serves to increase the original contract fees under the Original \$2,073,011 Agreement based on the following **additional** work to the project scope as detailed in the attached Exhibit A1: "Amendment 1 - Scope of Services." The new total professional services shall now be \$13,442,942.

The contract amount under the Original Agreement shall be increased by a fee not to exceed \$11,369,931 as presented in the attached Exhibit B1: "Amendment 1 – Project Design Budget Summary."

I. Basic Services

	Scope Item – Post Oak WWTP Improvements	Fee
A	Preliminary Design	\$ 1,083,059
B	Equipment Preselection	\$ 346,557
C	CMAR Coordination	\$ 337,530
D	Final Design	\$ 4,143,375
E	PM & Meetings	\$ 1,109,023
F	Regulatory & Permitting	\$ 137,274
Total Basic Services Amendment No. 1:		\$ 7,156,818

II. Special Services

	Scope Item – Post Oak WWTP Improvements	Fee
G	Construction Administration	\$ 4,000,000
H	Support Services - Geotech, Survey, SUE	\$ 213,113
Total Special Services Amendment No. 1:		\$ 4,213,113

TOTAL AMENDMENT NO. 1 NOT TO EXCEED (LUMP SUM)	\$ 11,369,931
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The contract completion date shall be extended to March 31, 2026.

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This Amendment No. 1 shall be effective on the date it is executed by the last party to execute it. The OWNER and ENGINEER hereby agree to amend the Proposed Fees section of this Original Agreement to read as follows:

Proposed Fees

Engineer shall be compensated on the following lump sum basis. Additional Services shall be performed based on the attached 2023 rate schedule.

Basic Services	Fee
Wastewater Treatment and Water Reuse Master Plan	\$ 1,488,011
Amendment 1 -Post Oak WWTP Improvements	\$ 7,156,818
Total Basic Services:	\$ 8,644,829
Special Services	Fee
Wastewater Treatment and Water Reuse Master Plan	\$ 585,000
Amendment 1 – Post Oak WWTP Improvements	\$ 4,213,113
Total Special Services:	\$ 4,798,113
TOTAL NOT TO EXCEED (LUMP SUM)	\$ 13,442,942

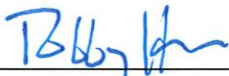
The parties hereby ratify and confirm all of the terms, provisions, covenants and conditions of the Original Agreement and acknowledge and agree that the Original Agreement remains in full force and effect, except as amended in this Amendment No. 1. To the extent that any provision contained herein conflicts with the Original Agreement, the provision contained herein shall supersede such conflicting provision contained in the Original Agreement. This Amendment No. 1 and the Original Agreement contain the entire agreement of the parties with respect to the matters contained herein. This Amendment No. 1 may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the Parties hereto.

[Rest of page left intentionally blank]

EXECUTED in three (3) counterparts (each of which is an original) on behalf of ENGINEER shown below, and on behalf of the OWNER by its City Manager (thereunto duly authorized) this 12 day of May, 2023.

OWNER:
CITY OF SHERMAN, TEXAS

ENGINEER:
PLUMMER ASSOCIATES, INC



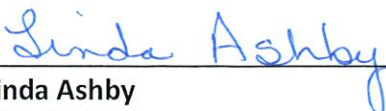
Robby Hefton, City Manager



Ellen McDonald, Principal

ATTEST:

ATTEST:



Linda Ashby
City Clerk



APPROVAL RECOMMENDED:



Wayne E. Lee, P.E., CFM / Director Engineering

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

BY: 
NAME: 

CITY ATTORNEY

CORPORATE ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Ellen McDonald of Plummer Associates, Inc. known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Plummer Associates, Inc., a corporation, that (s)he was duly authorized to perform the same by appropriate resolution of the board of directors of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 30 day of March, A.D. 2023.

Cylena Eason
Notary Public In and For Tarrant County, Texas

My Commission Expires:

July 5, 2025

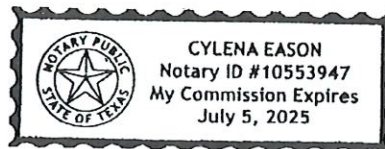


EXHIBIT A1
AMENDMENT NO. 1 - SCOPE OF SERVICES

PROJECT DESCRIPTION

The City has selected Plummer Associates, Inc. (Plummer) to provide engineering consulting services for planning, design and construction administration associated with the wastewater treatment and water reuse facilities needed to support the Texas Instruments (TI) semiconductor chip manufacturing facility expansion and continued growth of the industrial and domestic wastewater system in the City. Phase 1 of this effort, master planning services, is ongoing and includes data analysis and wastewater process modeling. Results from preliminary modeling indicate that the increases in industrial wastewater (from the TI facility and the GlobalWafer facility) flows and loads, in conjunction with projected increases in domestic wastewater flows, may exceed the capacity of the Post Oak WWTP as early as 2025. To complete an expansion of the Post Oak facilities in 2025, the initial design, acquisition of long-lead equipment, and procurement of a construction manager at risk (CMAR) need to begin and proceed concurrently with the completion of the master plan project. This Phase 2 scope of services includes the following tasks specifically associated with the Post Oak WWTP expansion:

- Preliminary Design
- Equipment Preselection
- Construction Manager at Risk (CMAR) Coordination
- Final Design
- Meetings, Workshops, and Project Management
- Regulatory & Permitting
- Construction Administration
- Support Services (e.g. Survey, Geotech, Subsurface Utility Engineering)

I. ASSUMPTIONS

- A.** Size facilities at Post Oak for 2025 flows and loads (less than 16 mgd).
- B.** Beyond 2025 flows and loads (by 2026) additional facilities will be brought online, likely as a dedicated Industrial Wastewater Treatment Plant with location to be determined.
- C.** CMAR approach will be utilized for both facilities.
- D.** This amendment is for design and construction phase services of the Post Oak WWTP and does not include the Industrial Treatment Plant facilities.
- E.** A separate amendment will be developed for the Industrial Treatment Plant discharge permit efforts. The permit could be associated with a new location or an amendment to existing permit.
- F.** The Post Oak facilities will be designed to treat wastewater flows and loads through 16 MGD of projected industrial and municipal contributions to meet the current discharge permit requirements.

EXHIBIT A1
AMENDMENT NO. 1 - SCOPE OF SERVICES

- G.** Solids disposal is assumed to be via landfill.
- H.** The Post Oak facility design will consider 210 reuse potential, cooling water reuse, and reuse via discharge that flows to a downstream reservoir, but it will not reflect or include any advanced treatment (TDS treatment, advanced oxidations, adsorption, etc).
- I.** Major equipment will have early procurement packages based on equipment pre-selection. Front end documents for pre-selection to be coordinated with CMAR.
- J.** Initial Conceptual Opinion of Probable Construction Cost (OPCC) will be developed by the Design Engineer for the Post Oak facility improvements. A cost model will be prepared by the Construction Manager at Risk (CMAR). Engineer will provide an updated OPCC at the 60% and 90% design milestones.
- K.** The construction of the electrical upgrades currently under design under a separate contract for the Post Oak WWTP will be included in the work performed for this project:

II. TASK SUMMARY, BASIC SERVICES

A. TASK A: PRELIMINARY DESIGN

- a.** Evaluate and select an approach for the additional facilities by considering the following three alternatives:
 - i.** Conventional treatment within the footprint of the existing process facilities (i.e. adding new basins adjacent to the existing basins).
 - ii.** Conventional treatment train located south of Post Oak Rd. that could be incorporated into the process train of a future industrial facility.
 - iii.** Conversion of the existing process to an integrated fixed film activated sludge (IFAS) - or other similar technology. If this alternative is selected as the preferred approach, new basins for primary clarifiers, aeration basins, and final clarifiers may not be required for treating the flows and loads in 2025.
- b.** Perform Post Oak Wastewater Treatment Plant preliminary and process design for the following facilities:
 - i.** Primary Clarifiers (PC) – rehab existing PC3 and design new PC4. Evaluate chemical addition to support silica removal. Provide odor control for the primary clarifier weir areas. PC4 may not be required for IFAS alternative.
 - ii.** Daily Flow Equalization Basin – new basin with mixing. Assumes the existing basin is reserved for wet weather – peak flow storage.
 - iii.** Equalization Basin Blower Building – rehab existing blower building and mixing for the existing EQ/Peak Storage basin.
 - iv.** Anaerobic/Anoxic Basins – Demolish Trickling Filters and construct new basins at that location for the purpose of improving biological system performance.

EXHIBIT A1
AMENDMENT NO. 1 - SCOPE OF SERVICES

- v. Aeration Basins (AB) – new ABs or modified ABs for IFAS. Evaluate increasing air supply to existing ABs.
- vi. Blowers for new AB – Evaluate increasing air to existing ABs and air to new AB.
- vii. Biological Clarifier – new Biological Clarifier if required.
- viii. RAS for anoxic zone/WAS for new Biological Clarifier and Primary sludge for new Primary Clarifier if required. Evaluate new sludge pump station for PC3 & PC4 if required.
- ix. Disc Filters – new filters for 16 MGD design flow and the associated peak flowrate, design will include considerations Biological Clarifier loadings, reuse potential, and silica removal.
- x. Grit Building – NFPA improvements per Condition Assessment.
- xi. UV and Headworks Lift Station (HLS) – No improvements are identified for this project. The capacity of the system will be evaluated during preliminary design.
- xii. WAS Thickening – Add thickener w/polymer system, feed pump and thickened sludge pump.
- xiii. Anaerobic Digester (AD) – Rehabilitate two (2) ADs per Condition Assessment with mixing system and auxiliary facilities. Evaluate the capacity of the dewatering system. No improvements to the solids dewatering capacity are assumed for this phase of the project.
- xiv. Raw Wastewater Pump Station, Bar Screens, Fine Screens and Grit Removal Units, and dewatering equipment – No capacity improvements are identified for these facilities. The capacity of the existing facilities will be evaluated during preliminary design.
- c. Develop liquids and solids process drawings based on above scope. Include process design information. Develop liquids and solids mass balance and incorporate recycle streams into liquids process. Utilize biological model results developed in the master plan project.
- d. Develop P&ID's, Operating and Control descriptions, and equipment lists for above facilities. Up to 25 P&ID's are estimated.
- e. Develop equipment list with electrical loads. Coordinate electrical loads with the ongoing electrical rehabilitation project.
- f. Develop preliminary sizing and layouts for facilities in above list. Determine new buildings needed for mechanical equipment and electrical equipment. The City will provide input on building space criteria for operations and maintenance.
- g. Develop Piping Schedule with pipe sizes and materials for all piping systems based on process and peak flow capacities.
- h. Develop Site Plan based on above facilities with roads, parking areas, and drainage concepts.

EXHIBIT A1
AMENDMENT NO. 1 - SCOPE OF SERVICES

- i. Perform hydraulic modeling for the plant and develop a hydraulic profile drawing. Assess flow splitting for new facilities. Develop system head curves for each modified pump station and perform pump selections. Determine piping sizes and materials. Develop plant drain and plant water schematics.
- j. Perform alternative evaluations for the following items – other facility’s equipment will be designed to match existing facilities.
 - i. Blowers for Aeration Basins (Turbo vs Multi-stage vs Single stage)
 - ii. Cloth Disc Filters (Four manufacturers)
 - iii. Anaerobic Digester – mixing system, gas utilization
- k. Prepare Preliminary Design Report
 - i. Include wastewater flow, concentration, and load analysis from Master Plan.
 - ii. Include biological model inputs, results, and assumptions from Master Plan.
 - iii. Incorporate other selected Immediate and Near-term improvements recommended in the Condition Assessment.
 - iv. Assist City with the phasing of improvements in coordination with the funding available for improvements.
- l. Prepare Basis of Design Memorandum.

Deliverables: *Draft and Final Preliminary Design Report*

B. TASK B: EQUIPMENT PRESELECTION

- a. In conjunction with Task C below, develop up to four equipment preselection or early procurement front-end document packages in coordination with City and CMAR to assist in obtaining equipment proposals for up to 13 equipment packages, including the following equipment. Additional packages may be added to the list based on input from the CMAR relative to market conditions at the time of design.
 - i. Preselection Package:
 - a. Primary clarifier mechanisms
 - b. Precast Wire Wound Prestressed Concrete Tanks
 - c. Aeration Blowers
 - d. Electrical Switchgear
 - e. Variable Speed Drives
 - f. Mixing system for EQ Basin
 - g. Mixing system for Anoxic Basins
 - h. Mixing system for Sludge Storage Tanks
 - i. Sludge Pumps (Centrifugal)
 - j. Sludge Pumps (Positive Displacement)
 - k. Mixing system for Digesters.

EXHIBIT A1
AMENDMENT NO. 1 - SCOPE OF SERVICES

- I. Programmable Logic Controller (PLC) Panels
- b. Develop equipment specifications for above equipment items. Develop performance requirements and information necessary for evaluation of proposals.
- c. Assist the City and CMAR during advertisement of equipment proposals. Respond to requests for information and prepare addendum items.
- d. Attend prebid meeting and proposal evaluation meeting with the City.
- e. Perform proposal reviews for conformance with the specifications and contract documents.
- f. Prepare proposal review summary and selection recommendation letters for each equipment item.
- g. Prepare notice of award letters and notice to proceed for shop drawing preparation and coordinate award with the CMAR.
- h. Incorporate preselected equipment in the plans and specifications for the expansion.

Deliverables: *Preprocurement Packages, RFI Response Documents, Proposal Review Summaries, Vendor Recommendation Letters, Notice of Award/Notice to Proceed Letters, Meeting Minutes, Decision Logs.*

C. TASK C: CMAR COORDINATION, EARLY OUT PACKAGES/SEQUENCING

- a. It is the City's intent based on Engineer's recommendation to deliver the Project using the CMAR delivery method. The CMAR will be initially contracted to provide pre-construction phase [Design Phase] services, including but not necessarily limited to the following efforts:
 - i. CMAR will develop and progressively update a detailed "open book" cost model based on current market conditions to confirm budgets and help guide design decisions.
 - ii. CMAR will develop a construction management plan and schedule in advance of construction.
 - iii. CMAR will perform evaluations of cost, constructability, schedule, materials availability, etc. to be included in alternative system evaluations and provide constructability reviews.
 - iv. CMAR will develop long-lead procurement strategies, including the pre-selected equipment, and initiate early procurement of these long-lead items in conjunction with Task B above).
 - v. CMAR will provide any potholing or laser scanning activities required to support development of accurate design information, as identified by the Engineer.

EXHIBIT A1
AMENDMENT NO. 1 - SCOPE OF SERVICES

- vi. CMAR will assist in the design and construction phase permitting processes, as required.
- vii. CMAR will provide procurement services for selection of key subcontractors and suppliers.
- viii. CMAR will develop a guaranteed maximum price (GMP) for construction for City review and consideration.
- b. Assuming City acceptance of the GMP, the CMAR will then provide all services required of a general contractor, including self-performance and subcontractor procurement and management, during subsequent construction and post-construction phases of the Project.
- c. The relationship between the CMAR and Engineer is intended to be collaborative and proactive, with both participating as advisors to the City during the pre-construction phase [Design Phase]. It is the City's desire and Engineer's recommendation to incorporate a contractor's perspective and input into the Project planning and design decisions, and to leverage the ability for early procurement and phased construction prior to full completion of design.
- d. CMAR Design Phase – The following tasks define the specific efforts to be performed and completed by the Engineer during the pre-construction phase [Design Phase] of the Project.
 - i. Cost Model and GMP Review.
 - a. Coordinate with CMAR, Program Manager, and City to provide input and information on materials, appurtenances and other major capital cost items throughout design phase. Review and comment on the initial cost model and subsequent cost model updates (based on 60% and 90% design submittals) developed by CMAR. Cost review activities will include a review of direct and indirect costs, CMAR fee and CMAR contingency; review supplier and subcontractor quotes and request supplemental quotes, as necessary; compare costs with other applicable projects; and perform review of risk analysis model and/or cost contingencies developed by the CMAR. Indirect costs included in the CMAR cost model will include applicable general conditions and general requirements, bonds, insurance and sales tax. Using the cost models and GMP(s) as the basis for the total construction cost(s), coordinate with the City and program manager regarding additional City administrative costs, engineering fees,

EXHIBIT A1
AMENDMENT NO. 1 - SCOPE OF SERVICES

- construction administration and inspection fees, and (if applicable) City contingency to develop a Total Construction Cost Estimate (TCCE).
- b. A parallel opinion of probable construction cost will be prepared by the Engineer at the 60% and 90% design milestones. Written recommendation(s) to City regarding opinion of GMP(s) acceptance (Electronic format only) will be provided by the Engineer.
 - e. Early Procurement Activities: Coordinate with CMAR and City to develop an equipment and materials procurement plan, including identification of items to be selected and/or procured early based on “best value” or low-bid strategies, and define the parameters associated with “best value” selection as applicable. For those items selected for early procurement, specify the acceptable manufacturers, and identify associated Bid Document requirements and incorporate into the preselected equipment packages.
 - i. Coordinate with CMAR to develop the preselection equipment packages and supporting design drawings for early procurement of major long-lead equipment items with the specific acceptable manufacturers. Coordinate with CMAR as part of the bidding process and prepare any addenda as required. Assist the City and CMAR with the review of the supplier proposals and bid packages and the subsequent selection process.
 - ii. CMAR shall be responsible for the packaging of front-end documents, technical specifications and applicable design drawings developed by Engineer; submittal of packages to applicable manufacturers and/or vendors; coordination of vendor proposals; pre- selection of equipment and appurtenances (with City and Engineer input); delivery of detailed design criteria and documents of selected equipment to Engineer for further use and incorporation into detailed design documents; and coordination of delivery, storage, and payment of procured items accordingly.
 - iii. Early Procurement Design Document Packages (Electronic “PDF” format only) will be provided by the Engineer. Eight “early-out” packages are included in this scope of service.
 - f. General CMAR Coordination: In addition to efforts above, general coordination with CMAR during the pre-construction phase [Design Phase] will include, but not necessarily be limited to:

EXHIBIT A1
AMENDMENT NO. 1 - SCOPE OF SERVICES

- i. Coordination with City and Program Manager regarding development of the CMAR Construction and/or Post- Construction Phase contract and applicable City front-end documents and Engineer's Division 1 specifications.
- ii. Soliciting input from CMAR during design development as appropriate.
- iii. Coordinating any potholing or laser scanning activities by the CMAR required to support accurate development of design documents.
- iv. Providing input to construction management plan and schedule development.
- v. Evaluating alternative systems and materials proposed or suggested by CMAR.
- vi. Responding to constructability review comments.
- vii. Providing input to Maintenance of Plant Operations (MOPO) plan and schedule; and
- viii. Attending subcontractor pre-selection meetings conducted by CMAR as appropriate.
- ix. *NOTE: Should the City be unable or unwilling to accept the CMAR GMP and instead decide to procure and deliver the Project using a traditional "design-bid-build" delivery method, subsequent modifications to the front-end documents, technical specifications, and associated design drawings specifically applicable to the City delivery method will be handled under Additional Services, if desired by the City. Additional services for bidding, including preparation of Bid Document sets, participation on a pre-bid conference, responding to Bidder questions, preparing applicable addenda, attendance at the Bid opening, assistance in evaluation of Bids, and participation in a pre-construction conference with the selected General Contractor will also be handled under Additional Services, if desired by the City.*
- g. CMAR Advertisement/Selection Phase: Provide assistance and support City and Program Manager in selecting a CMAR.
 - i. Request for Qualifications: The Engineer shall review the CMAR Request for Qualifications (RFQ) document as part one of the two-step CMAR procurement process. This task includes one (1) coordination meeting with City to finalize the documents and establish minimum contractor qualifications.
 - ii. Request For Proposals: The Engineer shall review the CMAR Request For Proposals (RFP) document and scoring rubric as part two of the two-step CMAR procurement process. This task includes one (1) coordination meeting with City to

EXHIBIT A1
AMENDMENT NO. 1 - SCOPE OF SERVICES

finalize the documents and establish selection criteria by which to evaluate the submitted CMAR proposals.

- iii. Selection Assistance: The Engineer shall provide City technical assistance for the two-step CMAR procurement process to support City in the review and selection of the CMAR. This task includes one (1) coordination meeting with City to review the scoring of submittals.
- iv. Contract Development: The Engineer shall review the CMAR contract document using the Engineers Joint Contract Documents Committee (EJCDC) contract template as a basis. This task includes one (1) coordination meeting with City to review the documents. City will provide legal review of the contract documents and provide the Engineer with any applicable legal opinions needed during the contract development process.
- v. Negotiation Assistance: The Engineer shall provide assistance in negotiations for the initial CMAR contract. This task includes one (1) negotiation meeting with the City and CMAR.

D. TASK D: FINAL DESIGN

- a. Based on the Preliminary Design, Equipment Preselection, and Coordination with the CMAR, the Engineer shall prepare for approval by the City Drawings and Specifications that set forth in detail the requirements for the construction of the Project and comply with applicable laws, statutes, ordinances, codes, and regulations.
- b. Contract Documents: The Engineer shall assist the City and CMAR in preparation of necessary bidding information, bidding forms, the conditions of the contract, and the form of agreement between the City and general contractor. Engineer will use the City's "front-end" documents for the Project. Engineer will use the Engineer's technical specifications.
- c. Opinion of Probable Construction Cost: The Engineer shall provide updates to the opinions of cost prepared during preliminary design and compare it with the opinion of cost prepared by the CMAR prior to early out packages and at the 60-percent and 90-percent phases.
- d. Submit plans, specifications, and contract documents to the applicable federal and state agency(s) for approval, where required.

EXHIBIT A1
AMENDMENT NO. 1 - SCOPE OF SERVICES

- e. Coordinate with utility companies and furnish such information necessary to utility companies whose facilities may be affected, or services may be required for the Project.

Deliverables: 60%, 90% and 100% (Issued for Construction/IFC) documents, Engineer review comments on CMAR cost estimates, meeting minutes, decision logs.

E. TASK E: MEETINGS AND WORKSHOPS AND PROJECT MANAGEMENT

a. Meetings and Workshops:

- i. Schedule and direct regular coordination meetings with the design team to coordinate project task assignments, action items, and to prepare for progress meetings with the City. Engineer will maintain an Action Item Log and Decision Log to monitor project activity. Coordinate with subconsultants to confirm all project elements are compatible, integrated, and meet City performance requirements.
- ii. Schedule and direct progress weekly meetings with the City, Program Manager, and design team to review and discuss design development progress with plant operations staff, discuss deliverable status, schedule, outstanding action items, and decisions made. Coordinate with the selected CMAR contractor during progress meetings. Engineer will prepare draft meeting minutes to include action lists and decision lists.
- iii. QC Review Meetings: plan and participate in two internal QC meetings with the design team. The meetings will be held at approximately the 60 percent and 90 percent project completion stages. Review Workshops: Plan and participate in two (2) review workshops with the design team, Program Manager, and City to review the 60 percent and 90 percent deliverables.

b. Project Management:

- i. Project administration will include but not be limited to developing and implementing a project management plan; tracking and managing internal schedules of work; monitoring and addressing issues related to the scope of work, budget and deliverables; preparing and processing monthly billings; providing labor resources necessary to fulfill scoped work; scheduling and participating in quality control reviews; and providing updates to the City on a regular basis. A standard monthly invoice and progress reports will be prepared for all services.

F. TASK F: REGULATORY & PERMITTING

EXHIBIT A1
AMENDMENT NO. 1 - SCOPE OF SERVICES

- a. Coordinate with ongoing permitting projects and comply with any applicable state and local limits.
- b. Coordinate with the City, CMAR, Program Manager and the TCEQ to expedite review and approval of design packages. This coordination will require both formal and informal meetings, by phone, virtual “MSTEAMS” meetings or in-person meetings. This activity includes the following tasks:
- c. Coordination with City and Program Manager
 - i. Meet with the City and Program Manager at the initiation of the project and, at the discretion of the City and Program Manager, periodically during the duration of the project. The purpose of the initial meeting is to present the regulatory approach for coordinating with the TCEQ and obtaining approval of the plans and specifications. Subsequent meetings will be conducted to discuss status of approvals and to prepare for meetings with the TCEQ. Meetings may be convened either by phone, MS, Teams or in-person. In-person meetings will occur at the City’s offices.
- d. Coordination with TCEQ
 - i. Prepare for and attend one review meeting with the TCEQ's Plan Review Team in Austin. The TCEQ review meeting will be held when the process design for the new facilities is approximately 90% complete and will include a review of the project design criteria, projected wastewater flow and load increases, and potential variances to TCEQ design criteria for wastewater treatment plants. The purpose of the meeting will be to inform TCEQ of the treatment plant improvement scope and schedule, and prepare the TCEQ for an unconventional project delivery method (CMAR) of the facilities.
 - ii. The scope of work also includes up to four (4) additional coordination meetings with the TCEQ during the design and construction phases corresponding with the CMAR’s phases of construction (e.g. facilities requiring early completion, facilities requiring normal completion, and the remaining facilities). The purpose of the review meetings is to coordinate and answer questions related to the design packages and the overall schedule of the construction project. Meetings will be convened either by phone, MS Teams, or in person. In-person meetings will be convened at the TCEQ offices in Austin.
- e. Coordination with the CMAR

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- i. Prepare for and attend periodic meetings with the CMAR to coordinate regulatory approval for construction. Meetings will be convened either by phone, MS Teams, or in-person. Coordinate meetings with the City and Program Manager.

Deliverables: *Meeting agendas, draft meeting notes, revised meeting notes.*

III. TASK SUMMARY, ADDITIONAL SERVICES

G. TASK G: CONSTRUCTION ADMINISTRATION

- a. General Construction Administration Phase services
 - i. The scope of Construction Administration Services is based on a construction timeframe of twenty-four (24) months from construction Notice to Proceed to construction substantial completion and thirty (30) months from construction Notice to Proceed to construction final completion.
 - ii. Construction Phase duties, responsibilities, and limitations of the ENGINEER shall not be restricted, modified, or extended without agreement of the City and Engineer in writing.
 - iii. The City's approval, acceptance, use of, or payments for all or any part of Engineer's services hereunder or the Project itself shall in no way alter the Engineer's obligations to the City's rights herein.
 - iv. The Engineer shall be a representative of and shall advise and consult the City during construction. The Engineer shall have the authority to act on behalf of the City only to the extent provided in this Agreement, unless otherwise modified by written instrument.
- b. Engineer's Personnel at the Construction Site
 - i. The presence and duties of Engineer's personnel at a construction site, whether as onsite representative or otherwise, do not make the Engineer or its personnel in any way responsible for those duties that belong to the City and/or construction contractors or other entities, and do not relieve the construction contractors or any other entity from their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the contract documents and any health and/or safety precautions related to such construction work.

EXHIBIT A1
AMENDMENT NO. 1 - SCOPE OF SERVICES

- ii. Engineer and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health and/or safety precautions related to such work and have no duty for inspecting, noting, observing, correcting, or reporting on health and/or safety deficiencies of the construction contractors or other persons at the site except Engineer 's own personnel.
 - iii. The presence of the Engineer 's personnel at a construction site is for the purpose of providing the Engineer and the City a greater degree of confidence that the completed work will conform generally to the contract documents and that the integrity of the design concept, as reflected in the contract documents, has been implemented and preserved. The Engineer neither guarantees the performance of any construction contractor nor assumes responsibility for contractor's failure to perform the work in accordance with the contract documents.
- c. Internet-based Construction Management
- i. The Engineer will provide, for use by the City and the selected contractor, an internet-based construction management system, including the following items:
 - ii. Establish and maintain the project construction management system consistent with the requirements of the construction contract documents. Monitor the processing of contractor's submittals and provide for filing and retrieval of project documentation. Produce monthly reports indicating the status of all submittals in the review process.
 - iii. Monitor the progress of the contractor in sending and processing submittals to see that documentation is being processed in accordance with schedules.
- d. Pre-Construction Conference
- i. The Engineer shall conduct a pre-construction conference for the Project. Meeting shall be conducted with the City and contractor at the City's facility. At a minimum, the following items will be discussed at the pre- construction conference:
 - a. The construction schedules prepared by the contractor;
 - b. Schedule of values and payment procedures and schedules;
 - c. Designation of key personnel and their duties; and

EXHIBIT A1
AMENDMENT NO. 1 - SCOPE OF SERVICES

- d. Procedures for the construction administration of the Project.
- e. Construction Progress Meetings
 - i. The Engineer 's project manager and project engineer will participate in monthly construction progress meetings for the Project.
 - ii. The Engineer will prepare and distribute agendas and meetings notes for each meeting.
 - iii. Additional site visits beyond those listed will be a Special Service and the Engineer shall be entitled to additional compensation.
- f. Shop Drawings and Submittal Review
 - i. The Engineer will review samples; catalog data; schedules; shop drawings; laboratory, shop, and mill tests of materials and equipment; and other data pursuant to the general conditions of the construction contract. Review quality related documents provided by the contractor such as test reports, equipment installation reports, or other documentation required by the construction contract documents. This review is for the benefit of the City and covers only general compliance with the information given by the construction contract documents. This review does not relieve the contractor of any responsibilities such as dimensions to be confirmed and correlated at the job site, appropriate safety measures to protect the workers and the public, or the necessary to construct and complete a workable facility in accordance with the construction contract documents.
 - ii. The fee is based on review of up to five hundred (500) submittals.
 - iii. Additional submittal reviews beyond those listed will be a Special Service and the Engineer shall be entitled to additional compensation.
- g. Requests for Information
 - i. The Engineer will interpret the intent of the plans and specifications and respond to requests for information (RFIs) for the City and contractors.
 - ii. The fee is based on processing up to four hundred (400) RFIs.
 - iii. Additional RFI responses beyond those listed will be a Special service and the Engineer shall be entitled to additional compensation.
- h. Contract Modifications

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- i. The Engineer will review contract modification request (CMRs) and prepare proposed contract modifications (PCMs) for items identified during construction that are necessary or requested by the City or contractor but are not in accordance with the construction documents.
 - ii. The Engineer will prepare documentation for construction modifications required to implement modifications in the design of the Project.
 - iii. The fee is based on processing up to a total of one hundred twenty (120) CMRs, PCMs, and field/change orders.
 - iv. Additional contract modifications beyond those listed will be a Special service and the Engineer shall be entitled to additional compensation.
 - v. Investigations, analyses, studies, or design for substitutions of equipment or materials, corrections of defective or deficient work of the contractor or other deviations from the construction contract documents requested by the contractor and approved by the City are a Special Service. Substitutions of materials or equipment or design modifications requested by the City are a Special Service and the Engineer shall be entitled to additional compensation.
- i. Pay Estimates
- i. The Engineer will review and comment on a maximum of thirty (30) estimates for payment to contractor, pursuant to the general conditions of the construction contract. Recommendations by the Engineer to the City for periodic construction progress payments to the construction contractor will be based on the Engineer's knowledge, information, and belief from selective sampling that the work has progressed to the point indicated. Such recommendations do not represent: that continuous or detailed examinations have been made by the Engineer to ascertain that the construction contractor has completed the work in exact accordance with the contract documents; that the final work will be acceptable in all aspects; that the Engineer has made an examination to ascertain how or for what purpose the construction contractor has used the monies paid; that title to any of the work, materials, or equipment passed to the City free and clear of liens, claims, security interested, or encumbrances; or that there are no other matters at issue between the City and the construction contractor that affect the amount that should be paid.
- j. Substantial and Final Review

EXHIBIT A1
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- i. The Engineer will conduct, in the company of the City's representative, a substantial completion review for the project for conformance with the design concept of the project and general compliance with the contract documents and provide a list of deficiencies to the contractor. Three (3) interim phase and one overall substantial review site visits are anticipated.
 - ii. The Engineer will conduct, in the company of the City's representative, a final review for the project for conformance with the design concept of the project and general compliance with the contract documents, verify that items identified on the deficiency list from the substantial completion review have been completed, and make recommendation for final payment to the contractor. Three (3) interim phase and one overall final review site visits are anticipated.
- k. Record ("As-Built") Drawings
 - i. The contractor will provide to the Engineer red-line drawings for use in the development of the record drawings. In the event that the contractor does not provide adequate red-line drawings and the Engineer must develop the record drawings based on in-depth investigation and research will be considered a Special Service.
 - ii. The Engineer will revise the construction drawings in accordance with the information furnished by the contractor reflecting changes to the project made during construction. Record drawings are defined as the drawings produced by the Engineer's modifications to the original design drawings to reflect the changes during the construction.
 - iii. The Engineer prepare record drawings, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the project was finally constructed.
 - iv. The Engineer is not responsible for any errors or omissions in the information from others that are incorporated into the record drawings.
 - v. Record drawings for the project will be issued by the ENGINEER within sixty (60) days after the comments and markups are provided by the contractor, and the City.
 - vi. The Engineer will provide the City with digital copies in Adobe PDF on compact disc five (5) half-sized (11" x 17") sets of plans (bound, bond), and two (2) full-

EXHIBIT A1
AMENDMENT NO. 1 - SCOPE OF SERVICES

sized (22" x 34") sets of plans (bound, bond) to the City. No technical specification books will be provided.

H. TASK H: SUPPORT SERVICES – SURVEY, SUE, AND GEOTECH (IF NEEDED FOR EXISTING SITE)

- a. Surveying Services: Engineer with coordinate surveying services for the following:
 - i. Engineer will provide and coordinate land survey at location for the WWTP sites as required to perform the design.
 - ii. The survey will base horizontal and vertical control on the treatment plant benchmark coordinates and datum. Survey measurements will be based on NAD 83 state plane coordinates.
 - iii. Survey will produce a topographical survey of project area to map utilities and existing structures. The survey will include contours shown at one-foot intervals, plotted locations of structures, paving, visible improvements, and utility information based on surface evidence.
 - iv. CCTV inspection of the biological clarifier effluent piping.
- b. Geotechnical Engineering: Engineer will coordinate and subcontract Geotechnical services for the collection and analysis of up to twelve (12) locations and provide a geotechnical report for foundation design recommendations.
- c. Subsurface Utility Engineering
 - i. Engineer will perform up to twenty (15) nondestructive SUE Quality Level A "locates" of up to 15 feet deep for use within the project construction limits.

EXHIBIT B1
AMENDMENT NO. 1 - PROJECT DESIGN BUDGET SUMMARY

I. Basic Services

	Scope Item	Fee (Lump Sum)
A	Preliminary Design	\$ 1,083,059
B	Equipment Preselection	\$ 346,557
C	CMAR Coordination	\$ 337,530
D	Final Design	\$ 4,143,375
E	PM & Meetings	\$ 1,109,023
F	Regulatory & Permitting	\$ 137,274
Total Basic Services Amendment No. 1:		\$ 7,156,818

II. Special Services

	Scope Item	Fee
G	Construction Administration	\$ 4,000,000
H	Support Services - Geotech, Survey, SUE	\$ 213,113
Total Special Services Amendment No. 1:		\$ 4,213,113

TOTAL AMENDMENT NO. 1 NOT TO EXCEED (LUMP SUM)	\$ 11,369,931
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EXHIBIT B1
PLUMMER ASSOCIATES, INC.
HOURLY FEE SCHEDULE
2023

Staff Description	Staff Code	Range of Billing Rates
Admin Staff	A1-A3	\$ 85.00 - \$ 115.00
Senior Admin Staff	A4	\$ 100.00 - \$ 125.00
Designer/Technician	C1-C2	\$ 80.00 - \$ 120.00
Designer/Technician III	C3	\$ 110.00 - \$ 140.00
Senior Designer/Technician	C4	\$ 130.00 - \$ 180.00
Engineer/Scientist Intern	ES0	\$ 50.00 - \$ 95.00
Engineer-in-Training/Scientist-in-Training	ES1-ES2	\$ 95.00 - \$ 150.00
Engineer-in-Training/Scientist-in-Training III	ES3	\$ 100.00 - \$ 170.00
Project Engineer/Scientist	ES4	\$ 120.00 - \$ 190.00
Senior Project Engineer/Scientist	ES5	\$ 135.00 - \$ 210.00
Project Manager	ES6	\$ 180.00 - \$ 290.00
Senior Project Manager	ES7	\$ 220.00 - \$ 300.00
Principal I	ES8	\$ 275.00 - \$ 350.00
Principal II	ES9	\$ 325.00 - \$ 430.00
Electrical Engineer in Training I	EE1	\$ 95.00 - \$ 130.00
Electrical Engineer in Training II	EE2	\$ 110.00 - \$ 150.00
Electrical Engineer in Training III	EE3	\$ 130.00 - \$ 180.00
Electrical Specialist	EE4	\$ 150.00 - \$ 210.00
Programmer	EE5	\$ 165.00 - \$ 240.00
Programmer II	EE6	\$ 170.00 - \$ 260.00
Senior Electrical Engineer	EE7	\$ 260.00 - \$ 330.00

RESOLUTION NO. 7244

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT WITH PLUMMER ASSOCIATES, INC. FOR ENGINEERING SERVICES FOR DESIGN OF THE WASTEWATER TREATMENT AND WATER REUSE MASTER PLAN PROJECT; 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:

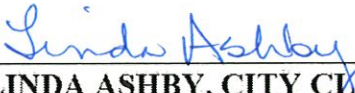
SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute Amendment No. 2 to the Professional Services Agreement with Plummer Associates, Inc. for engineering services for the design of the Wastewater Treatment and Water Reuse Master Plan Project, 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 16th day of January 2024.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: 
LINDA ASHBY, CITY CLERK

BY: 
DAVID PLEYLER, MAYOR

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

BY: 
RYAN D. PITTMAN, CITY ATTORNEY

AMENDMENT NO. 2

TO THE PROFESSIONAL SERVICES AGREEMENT FOR ENGINEERING DESIGN SERVICES BETWEEN
THE CITY OF SHERMAN ("OWNER") AND PLUMMER ASSOCIATES, INC. ("CONSULTANT")
FOR THE WASTEWATER TREATMENT AND WATER REUSE MASTER PLAN PROJECT

Dated June 6, 2022 ("Original Agreement")

This Amendment No. 2 serves to increase the original contract fees under the Original Agreement (\$2,073,011) and Amendment No. 1 (11,369,931) based on the following changes to the project scope as detailed in the attached Exhibit A2: "Amendment 2 - Scope of Services." The new total professional services shall now be \$ 21,917,189.

The contract amount under the Original Agreement and Amendment No. 1 shall be increased by a fee not to exceed \$ 8,474,247 as presented in the attached Exhibit B2: "Amendment No. 2 – Project Design Budget Summary."

I. Basic Services (Lump Sum)

Scope Item – South WWTP MBR Design & Construction Services		Fee
A	Preliminary Design	\$ 566,044
B	Equipment Preselection	\$ 566,845
C	CMAR Coordination	\$ 313,282
D	Final Design	\$ 3,521,542
E	PM & Meetings	\$ 257,627
F	Regulatory & Permitting	\$ 0
Total Basic Services Amendment No. 2:		\$ 5,225,340

II. Special Services (Time & Materials)

Scope Item – South WWTP MBR Design & Construction Services		Fee
G	Construction Administration Services	\$ 302,407
H	Support Services - Geotech, Survey	-\$ 53,500
I	Construction Management and Resident Project Representative Services (through first 12 months of construction)	\$ 3,000,000
Total Special Services Amendment No. 2:		\$ 3,248,907

TOTAL AMENDMENT NO. 2 NOT TO EXCEED	\$ 8,474,247
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This Amendment No. 2 shall be effective on the date it is executed by the last party to execute it. The OWNER and CONSULTANT hereby agree to amend the Proposed Fees section of this Original Agreement to read as follows:

Proposed Fees

Consultant shall be compensated on the following lump sum basis. Special and Additional Services shall be performed based on the rate schedule included in the Original Agreement.

Basic Services	Fee
Wastewater Treatment and Water Reuse Master Plan	\$ 1,488,011
Amendment 1 - Post Oak WWTP Improvements	\$ 7,156,818
Amendment 2 - South WWTP – MBR	\$ 5,225,340
Total Basic Services:	\$ 13,870,169
Special Services	Fee
Wastewater Treatment and Water Reuse Master Plan	\$ 585,000
Amendment 1 – Post Oak WWTP Improvements	\$ 4,213,113
Amendment 2 – South WWTP – MBR	\$ 3,248,907
Total Special Services:	\$ 8,047,020
TOTAL NOT TO EXCEED (LUMP SUM)	\$ 21,917,189

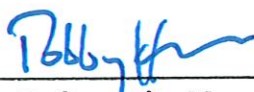
The parties hereby ratify and confirm all of the terms, provisions, covenants and conditions of the Original Agreement and acknowledge and agree that the Original Agreement remains in full force and effect, except as amended in this Amendment No. 1 and Amendment No. 2. To the extent that any provision contained herein conflicts with the Original Agreement, the provision contained herein shall supersede such conflicting provision contained in the Original Agreement and Amendment No. 1. This Amendment No. 2, the Original Agreement, and Amendment No. 1 contain the entire agreement of the parties with respect to the matters contained herein. This Amendment No. 2 may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the Parties hereto.

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EXECUTED in three (3) counterparts (each of which is an original) on behalf of CONSULTANT shown below, and on behalf of the OWNER by its City Manager (thereunto duly authorized) this 17 day of January, 2024.

OWNER:
CITY OF SHERMAN, TEXAS

CONSULTANT:
PLUMMER ASSOCIATES, INC



Robby Hefton, City Manager



Alan E. Davis, P.E., Principal

ATTEST:

ATTEST:

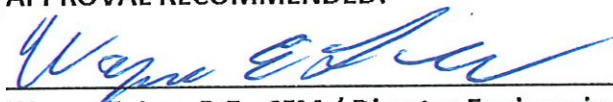


Linda Ashby
City Clerk



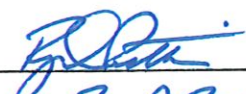
Marshall Plunk, PE
Team Leader

APPROVAL RECOMMENDED:



Wayne E. Lee, P.E., CFM / Director Engineering

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

BY: 

NAME: 

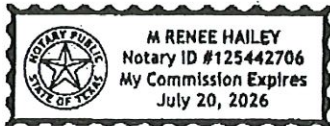
CITY ATTORNEY

CORPORATE ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Alan E. Davis of Plummer Associates, Inc. known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Plummer Associates, Inc., a corporation, that (s)he was duly authorized to perform the same by appropriate resolution of the board of directors of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 3rd day of January, A.D. 2024.



M. R. Hailey
Notary Public In and For Tarrant County, Texas

My Commission Expires:

July 20, 2026

EXHIBIT A2
AMENDMENT NO. 2 - SCOPE OF SERVICES

PROJECT DESCRIPTION

The City has selected Plummer Associates, Inc. (Plummer) to provide engineering consulting services for planning, design and construction administration associated with the wastewater treatment and water reuse facilities needed to support continued growth of the industrial and domestic wastewater system in the City. Phase 1 of this effort, master planning services, is ongoing and includes data analysis and wastewater process modeling. Results from modeling indicate that the increases in industrial wastewater flows and loads, in conjunction with projected increases in domestic wastewater flows, may exceed the capacity of the Post Oak WWTP as early as 2025.

Amendment No.1 included design services for expanding the North Post Oak WWTP, the acquisition of long-lead equipment, and procurement of a Construction Manager at Risk (CMAR). The tasks specifically associated with the North Post Oak WWTP expansion were included in Amendment No. 1. After consideration of additional data and further development of the Master Plan, the decision was made by the City and recommended by Plummer to move forward with a new South Membrane Bioreactor (MBR) treatment train located across Post Oak Road on property owned by the City in lieu of an expanding the conventional process train. Although more expensive than the conventional treatment process, the MBR treatment train would be more suited to the semiconductor industry wastewater and would provide the City with better redundancy and less risk of plant upsets during and after construction.

Amendment No. 2 includes the following tasks and replaces the work for Amendment No. 1 as described below. The fee shown for Amendment No. 2 is in addition to the approved fee for Amendment No. 1. Table 1 at the end of Exhibit A2 provides a summary of the changes between Amendment No. 1 and Amendment No. 2:

- Preliminary Design
- Equipment Preselection
- Construction Manager at Risk (CMAR) Coordination
- Final Design
- Meetings, Workshops, and Project Management
- Regulatory & Permitting
- Construction Services
- Support Services (e.g. Survey, Geotech, Subsurface Utility Engineering)
- Construction Management and Resident Project Representation

I. ASSUMPTIONS

A. Flow from the City's MEMC interceptor will be routed to the South WWTP – MBR

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(Membrane Biological Reactor) train. Phase 1 of the South WWTP – MBR will be designed for an annual average flow (AAF) of 4 MGD and peak day flow of 8 MGD.

- B.** Beyond year 2025 expected flows and mass loading, additional wastewater treatment facilities will be constructed.
- C.** Semiconductor industries will be ramping up flows from their facilities beginning in 2024. During this interim period prior to the new plant coming on line, the conventional North WWTP will be treating the wastewater from these industries. This project includes some improvements to the conventional train to help process these initial wastewater flows from the industries.
- D.** The alternative project delivery Construction Manager at Risk (CMAR) approach will be utilized.
- E.** Both the new MBR train along with the conventional train will operate under the existing TCEQ discharge permit requirements. The 5-year permit will expire in 2025. The permit application is not included in this amendment. The MBR train will be designed with 20% spare capacity.
- F.** Solids disposal is assumed to be via landfill.
- G.** The design will consider Chapter 210 reuse potential, cooling water reuse, and reuse via discharge that flows to a downstream reservoir, but it will not include any advanced treatment (TDS treatment, advanced oxidation processes, adsorption, etc). The South treatment plant site will be planned for adding future advanced treatment and the treatment technologies in this project will be suitable pretreatment for those advanced treatment technologies. Chemical feed points will be planned for improving future nutrient removal.
- H.** Major equipment will have early procurement packages based on equipment pre-selection. Front end documents for pre-selection to be coordinated with CMAR.
- I.** Initial Conceptual Opinion of Probable Construction Cost (OPCC) will be developed by the Design Engineer for the Post Oak facility improvements. A cost model will be prepared by the Construction Manager at Risk (CMAR). Engineer will provide an updated OPCC at the 60% and 90% design milestones.
- J.** In the first phase, the plant will use potable water for service water and no plant water pumping will be provided.
- K.** Stormwater will be routed from the new MBR site into the northwest earthen basin, and the southwest earthen basin will be used for emergency wastewater storage with piping into and out of it from the diversion structure and influent pump station.
- L.** No odor control treatment is included in this project

II. TASK SUMMARY, BASIC SERVICES

A. TASK A: PRELIMINARY DESIGN

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- a. Delete the evaluation of additional convention treatment facilities (Task A.a) and the preliminary design of the conventional treatment processes (Task A.b) of Amendment No. 1.
- b. Perform preliminary and process design for the following facilities.
 - i. South WWTP – MBR train:
 - a. Diversion Structure – Design new diversion structure to collect influent flow from the South Interceptors. Design a parallel raw water diversion pipeline (approximately 1500 LF) from a connection at the western boundary of the City's property to collect influent from the southwest industrial interceptor and Luella interceptor prior to connecting to the southern interceptor (MEMC) pipeline. Design a diversion pipeline from the MEMC pipeline to the diversion structure (approximately 300 LF). The diversion structure will be designed for 32 MGD capacity and have provision for emergency overflow to the existing wet weather basins and to the Post Oak WWTP.
 - b. Screening Facility – Design new coarse screening facility (1/4-inch spacing) ahead of the raw wastewater pumps. Channels and screens for 16 MGD will be included in this design.
 - c. Influent Pump Station – Design new influent pump station to pump influent flow to the new Preliminary Treatment Unit facility. The pump station will be designed for 8 MGD firm pumping capacity initially and the ability to expand capacity by adding pumps to 32 MGD firm capacity. Design chemical storage, feed equipment, and mixing to provide alkalinity adjustment to the raw wastewater.
 - d. Influent Pump Station Electrical Structure – The electrical equipment serving the influent pump station and screening facility will be designed on a slab on grade with canopy cover.
 - e. Preliminary Treatment Unit (PTU) Facility – Design new PTU structure to house fine screens (1 mm opening), vortex grit removal, screenings compactor, and grit classifier/washer. The facility will be designed for a peak flow of 8 MGD.
 - f. Primary Clarifiers (PC) – No primary clarifiers are included in the design, but the site layout will include space for adding primary clarifiers in the future.
 - g. Daily Flow Equalization Basin – Design new 4-million-gallon basin with cover and mixing system. Flow control will be provided with a motor operated valve in a vault. Diversion piping around the basin will be provided with isolation gates at the Headworks facility and valves downstream of the basin.

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- h. Biological Reactor Basins – Design new basins associated with the MBR facility including mixing for anoxic zones, diffusers for aerobic zones, and new blower building and blowers serving the biological reactor basins and MBR facility. The blower building will include an electrical building serving the blowers and a canopy covered area for the blowers. Design for chemical storage, feed equipment, and mixing to add carbon to the influent wastewater will be provided.
- i. Membrane Bioreactor Facility – Design new 4MGD MBR average daily flow (ADF) facility with space planned to immediately expand to 8 MGD.
- j. Membrane Support Pipe Gallery and Building – Design membrane basin pipe gallery to house the permeate pumps, WAS pumps, chemical feed, permeate tank, backpulse piping and valves, and clean in place (CIP) piping and valves. Design membrane support building to house HVAC equipment, electrical equipment, restrooms, and operations facilities. Facility shall be designed to house the equipment for 8 MGD.
- k. RAS Pumping – Design new RAS pumping facility to support MBRs and biological reactors.
- l. Sludge Storage Basin – Design a new tank to store WAS from the MBR facility. The tank will include aeration and pumping facilities to deliver WAS to the existing dewatering building.
- ii. Conventional North Post Oak WWTP train:
 - a. Disc Filters – Design new filters for 10 MGD average flow, design will include considerations for the existing Biological Clarifier loadings.
 - b. Relift Pump Station – Design new pump station to lift flow to the filter facility at the North Post Oak WWTP.
- c. Develop liquids and solids process drawings based on above scope. Include process design information. Develop liquids and solids mass balance, and incorporate recycle streams into liquids process. Utilize biological model results developed in the master plan project.
- d. Develop P&IDs, Operating and Control descriptions, and equipment lists for above facilities. Up to 25 P&IDs are estimated.
- e. Develop equipment list with electrical loads. Coordinate electrical loads with the ongoing electrical rehabilitation project.
- f. Develop preliminary sizing and layouts for facilities in above list. Determine new buildings needed for mechanical equipment and electrical equipment. The City will provide input on building space criteria for operations and maintenance.
- g. Develop Piping Schedule with pipe sizes and materials for piping systems based on process and peak flow capacities.

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- h. Develop Site Plan based on above facilities with roads, parking areas, and drainage concepts.
- i. Perform biological modeling for the plant to develop treatment requirements. Up to 24 modeling scenarios will be performed. Develop headworks loadings and constituent mass balances.
- j. Perform hydraulic modeling for the plant and develop a hydraulic profile drawing. Assess flow splitting for new facilities. Develop system head curves for each modified pump station and perform pump selections. Determine piping sizes and materials. Develop plant drain and plant water schematics.
- k. Perform alternative evaluations for the following items – other facility's equipment will be designed to match existing facilities.
 - i. Blowers for the biological reactors (centrifugal vs. positive displacement)
 - ii. MBRs (Four manufacturers)
 - iii. Cloth Disc Filters (Two manufacturers)
- l. Prepare Preliminary Design Report
 - i. Include wastewater flow, concentration, and load analysis from Master Plan.
 - ii. Include biological model inputs, results, and assumptions from Master Plan.
- m. Prepare Preliminary Design Report and submit to TCEQ. Coordinate with TCEQ for approvals using CMAR construction
- n. Prepare 30% design drawings and specification list.

Deliverables: *Draft and Final Preliminary Design Report, 30% drawings, P&IDs*

B. TASK B: EQUIPMENT PRESELECTION

- a. In conjunction with Task C below, develop up to five equipment preselection or early procurement front-end document packages in coordination with City and CMAR to assist in obtaining equipment proposals for up to 20 equipment packages, including the following equipment. Additional packages may be added to the list based on input from the CMAR relative to market conditions at the time of design.
 - i. Preselection Package:
 - a. Coarse and Fine Screens
 - b. Grit Removal Equipment
 - c. Precast Wire Wound Prestressed Concrete Tanks
 - d. Bioreactor Mixers, Blowers, and Diffusers
 - e. Membrane Bioreactor Equipment
 - f. Effluent Filters
 - g. Chemical Storage and Feed Equipment
 - h. Electrical Switchgear

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- i. Variable Speed Drives
- j. Mixing system for EQ Basin
- k. Mixing system for Sludge Storage Tanks
- l. Sludge Pumps (Positive Displacement)
- m. Influent and Sludge Pumps (Submersible)
- n. Programmable Logic Controller (PLC) Panels
- b. Develop equipment specifications for above equipment items. Develop performance requirements and information necessary for evaluation of proposals.
- c. Prepare opinions of probable construction costs for preselection materials
- d. Assist in solicitation of prospective material providers.
- e. Assist the City and CMAR during advertisement of equipment proposals. Respond to requests for information and prepare addendum items.
- f. Attend one prebid meeting and one proposal evaluation meeting with the City.
- g. Perform proposal reviews for conformance with the specifications and contract documents.
- h. Prepare proposal review summary and selection recommendation letters for each equipment item.
- i. Prepare notice of award letters and coordinate award with the CMAR. The CMAR will issue notice to proceed for shop drawing preparation and coordinate shop drawing submittals.
- j. Incorporate preselected equipment in the plans and specifications for the expansion.

Deliverables: *Pre-procurement Packages, RFI Response Documents during Bid Period,, Proposal Review Summaries, Vendor Recommendation Letters, Notice of Award, Meeting Minutes.*

C. TASK C: CMAR COORDINATION, EARLY OUT PACKAGES/SEQUENCING

- a. It is the City's intent based on Engineer's recommendation to deliver the Project using the CMAR delivery method. The CMAR will be initially contracted to provide pre-construction phase [Design Phase] services, including but not necessarily limited to the following efforts:
 - i. CMAR will develop and progressively update a detailed "open book" cost model based on current market conditions to confirm budgets and help guide design decisions.
 - ii. CMAR will develop a construction management plan and schedule in advance of construction.

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- iii. CMAR will perform evaluations of cost, constructability, schedule, materials availability, etc. to be included in alternative system evaluations and provide constructability reviews.
- iv. CMAR will develop long-lead procurement strategies, including the pre-selected equipment, and initiate early procurement of these long-lead items in conjunction with Task B above.
- v. CMAR will provide any potholing or laser scanning activities required to support development of accurate design information, as identified by the Engineer.
- vi. CMAR will assist in the design and construction phase permitting processes, as required.
- vii. CMAR will provide procurement services for selection of key subcontractors and suppliers.
- viii. CMAR will develop a guaranteed maximum price (GMP) for construction for City review and consideration.
- b. Assuming City acceptance of the GMP, the CMAR will then provide all services required of a general contractor, including self-performance and subcontractor procurement and management, during subsequent construction and post-construction phases of the Project.
- c. The relationship between the CMAR and Engineer is intended to be collaborative and proactive, with both participating as advisors to the City during the pre-construction phase [Design Phase]. It is the City's desire and Engineer's recommendation to incorporate a contractor's perspective and input into the Project planning and design decisions, and to leverage the ability for early procurement and phased construction prior to full completion of design.
- d. CMAR Design Phase – The following tasks define the specific efforts to be performed and completed by the Engineer during the pre-construction phase [Design Phase] of the Project.
 - i. Cost Model and GMP Review.
 - a. Coordinate with CMAR, Program Manager, and City to provide input and information on materials, appurtenances and other major capital cost items throughout design phase. Review and comment on the initial cost model and subsequent cost model updates (based on 60% and 90% design submittals) developed by CMAR. Cost review activities will include a review

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of direct and indirect costs, CMAR fee and CMAR contingency; review supplier and subcontractor quotes and request supplemental quotes, as necessary; compare costs with other applicable projects; and perform review of risk analysis model and/or cost contingencies developed by the CMAR. Indirect costs included in the CMAR cost model will include applicable general conditions and general requirements, bonds, insurance and sales tax. Using the cost models and GMP(s) as the basis for the total construction cost(s), coordinate with the City and program manager regarding additional City administrative costs, engineering fees, construction administration and inspection fees, and (if applicable) City contingency to develop a Total Construction Cost Estimate (TCCE).

- b. A parallel opinion of probable construction cost will be prepared by the Engineer at the 30%, 60% and 90% design milestones. Written recommendation(s) to City regarding opinion of GMP(s) acceptance (Electronic format only) will be provided by the Engineer.
- e. Early Procurement Activities: Coordinate with CMAR and City to develop an equipment and materials procurement plan, including identification of items to be selected and/or procured early based on "best value" or low-bid strategies, and define the parameters associated with "best value" selection as applicable. For those items selected for early procurement, specify the acceptable manufacturers and identify associated Bid Document requirements and incorporate into the preselected equipment packages.
 - i. Coordinate with CMAR to develop the preselection equipment packages and supporting design drawings for early procurement of major long-lead equipment items with the specific acceptable manufacturers. Coordinate with CMAR as part of the bidding process and prepare any addenda as required. Assist the City and CMAR with the review of the supplier proposals and bid packages and the subsequent selection process.
 - ii. CMAR shall be responsible for the packaging of front-end documents, technical specifications and applicable design drawings developed by Engineer; submittal of packages to applicable manufacturers and/or vendors; coordination of vendor proposals; pre-selection of equipment and appurtenances (with City and Engineer input); delivery of detailed design criteria and documents of selected equipment to Engineer for further use and incorporation into detailed design documents; and coordination of delivery, storage, and payment of procured items accordingly.

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- iii. Early Procurement Design Document Packages (Electronic "PDF" format only) will be provided by the Engineer. Twenty "early-out" packages are included in this scope of service.
- f. General CMAR Coordination: In addition to efforts above, general coordination with CMAR during the pre-construction phase [Design Phase] will include, but not necessarily be limited to:
 - i. Coordination with City and Program Manager regarding development of the CMAR Construction and/or Post- Construction Phase contract, applicable City front-end documents, and Engineer's Division 1 specifications.
 - ii. Soliciting input from CMAR during design development as appropriate.
 - iii. Coordinating any potholing or laser scanning activities by the CMAR required to support accurate development of design documents.
 - iv. Providing input to construction management plan and schedule development.
 - v. Evaluating alternative systems and materials proposed or suggested by CMAR.
 - vi. Responding to constructability review comments.
 - vii. Providing input to Maintenance of Plant Operations (MOPO) plan and schedule.
 - viii. *NOTE: Should the City be unable or unwilling to accept the CMAR GMP and instead decide to procure and deliver the Project using a traditional "design-bid-build" delivery method, subsequent modifications to the front-end documents, technical specifications, and associated design drawings specifically applicable to the City delivery method will be handled as Additional Services. Additional services for bidding, including preparation of Bid Document sets, participation on a pre-bid conference, responding to Bidder questions, preparing applicable addenda, attendance at the Bid opening, assistance in evaluation of Bids, and participation in a pre-construction conference with the selected General Contractor will also be handled as Additional Services, if desired by the City.*
- g. CMAR Advertisement/Selection Phase: Provide assistance and support City and Program Manager in selecting a CMAR.
 - i. Request for Qualifications: The Engineer shall review the CMAR Request for Qualifications (RFQ) document as part one of the two-step CMAR procurement process. This task includes one (1) coordination meeting with City to finalize the documents and establish minimum contractor qualifications.

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- ii. Request For Proposals: The Engineer shall review the CMAR Request For Proposals (RFP) document and scoring rubric as part two of the two-step CMAR procurement process. This task includes one (1) coordination meeting with City to finalize the documents and establish selection criteria by which to evaluate the submitted CMAR proposals.
- iii. Selection Assistance: The Engineer shall provide City technical assistance for the two-step CMAR procurement process to support City in the review and selection of the CMAR. This task includes one (1) coordination meeting with City to review the scoring of submittals.
- iv. Contract Development: The Engineer shall review the CMAR contract document using the Engineers Joint Contract Documents Committee (EJCDC) contract template as a basis. This task includes one (1) coordination meeting with City to review the documents. City will provide legal review of the contract documents and provide the Engineer with any applicable legal opinions needed during the contract development process.

D. TASK D: FINAL DESIGN

- a. Delete the design drawings and specifications for the expansion of the Post Oak WWTP as provided in Amendment No. 1.
- b. Based on the Preliminary Design, Equipment Preselection, and Coordination with the CMAR, the Engineer shall prepare for approval by the City Drawings and Specifications that set forth in detail the requirements for the construction of the Project and comply with applicable laws, statutes, ordinances, codes, and regulations.
- c. Contract Documents: The Engineer shall assist the City and CMAR in preparation of necessary bidding information, and bidding forms. Engineer will use the City's "front-end" and EJCDC documents for the Project. Engineer will use the Engineer's technical specifications.
- d. Opinion of Probable Construction Cost: The Engineer shall provide updates to the opinions of cost prepared during preliminary design and compare it with the opinion of cost prepared by the CMAR prior to early out packages and at the 30-percent, 60-percent, and 90-percent phases.
- e. Submit plans, specifications, and contract documents to the applicable federal and state agency(s) for approval, where required.

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- f. Coordinate with utility companies and furnish such information necessary to utility companies whose facilities may be affected, or services may be required for the Project.

Deliverables: 60%, 90% and 100% (*Issued for Construction/IFC*) documents, Engineer review comments on CMAR cost estimates, meeting minutes.

E. TASK E: MEETINGS AND WORKSHOPS AND PROJECT MANAGEMENT

a. Meetings and Workshops:

- i. Schedule and direct regular coordination meetings with the design team to coordinate project task assignments, action items, and to prepare for progress meetings with the City. Engineer will maintain an Action Item Log and Decision Log to monitor project activity. Coordinate with subconsultants to confirm all project elements are compatible, integrated, and meet City performance requirements.
- ii. Schedule and direct weekly progress meetings with the City, Program Manager, CMAR, and design team to review and discuss design development progress with plant operations staff, discuss deliverable status, schedule, outstanding action items, and decisions made. Coordinate with the selected CMAR contractor during progress meetings. Engineer will prepare draft meeting minutes to include action lists and decision lists.
- iii. Discipline Design Coordination Meetings: Participate in up to 30 meetings with subconsultants to coordinate specific discipline requirements (such as structural, architectural, building mechanical) for design.
- iv. Additional Site Visits: Attend up to twelve (12) additional visits to the plant site, not associated with the Review Workshops.
- v. Task Force Meetings: Participate in up to 8 task force meetings per week through 60-percent design related to project areas such as document management, project management, procurement, process design, etc. Task force meetings will be scheduled and conducted by the CMAR.
- vi. QC Review Meetings: plan and participate in two internal QC meetings with the design team. The meetings will be held at approximately the 60 percent and 90 percent project completion stages.

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- vii. Review Workshops: Plan and participate in two (2) review workshops with the design team, Program Manager, and City to review the 60 percent and 90 percent deliverables.
- b. Project Management:
 - i. Project administration will include but not be limited to developing and implementing a project management plan; tracking and managing internal schedules of work; monitoring and addressing issues related to the scope of work, budget and deliverables; preparing and processing monthly billings; providing labor resources necessary to fulfill scoped work; scheduling and participating in quality control reviews; and providing updates to the City on a regular basis. A standard monthly invoice and progress reports will be prepared for all services.

F. TASK F: REGULATORY & PERMITTING

- a. Coordinate with ongoing permitting projects and comply with any applicable state and local limits.
- b. Coordinate with the City, CMAR, Program Manager and the TCEQ to expedite review and approval of design packages. This coordination will require both formal and informal meetings, by phone, virtual MS Teams meetings or in-person meetings. This activity includes the following tasks:
- c. Coordination with City and Program Manager
 - i. Meet with the City and Program Manager at the initiation of the project and, at the discretion of the City and Program Manager, periodically during the duration of the project. The purpose of the initial meeting is to present the regulatory approach for coordinating with the TCEQ and obtaining approval of the plans and specifications. Subsequent meetings will be conducted to discuss status of approvals and to prepare for meetings with the TCEQ. Meetings may be convened either by phone, MS, Teams or in-person. In-person meetings will occur at the City's offices.
- d. Coordination with TCEQ
 - i. Prepare for and attend one review meeting with the TCEQ's Plan Review Team in Austin. The TCEQ review meeting will be held when the process design for the new facilities is approximately 90% complete and will include a review of the project design criteria, projected wastewater flow and load increases, and potential variances to TCEQ design criteria for wastewater treatment plants. The

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purpose of the meeting will be to inform TCEQ of the treatment plant improvement scope and schedule, and prepare the TCEQ for an unconventional project delivery method (CMAR) of the facilities.

- ii. The scope of work also includes up to four (4) additional coordination meetings with the TCEQ during the design and construction phases corresponding with the CMAR's phases of construction (e.g. facilities requiring early completion, facilities requiring normal completion, and the remaining facilities). The purpose of the review meetings is to coordinate and answer questions related to the design packages and the overall schedule of the construction project. Meetings will be convened either by phone, MS Teams, or in person. In-person meetings will be convened at the TCEQ offices in Austin.
- e. Coordination with the CMAR
 - i. Prepare for and attend periodic meetings with the CMAR to coordinate regulatory approval for construction. Meetings will be convened either by phone, MS Teams, or in-person. Coordinate meetings with the City and Program Manager.

Deliverables: *Meeting agendas, draft meeting notes, revised meeting notes.*

III. TASK SUMMARY, SPECIAL SERVICES

G. TASK G: CONSTRUCTION ADMINISTRATION SERVICES

- a. General Construction Administration Phase services
 - i. The scope of Construction Administration Services is based on a construction timeframe of eighteen (18) months from construction Notice to Proceed to construction substantial completion and twenty-one (21) months from construction Notice to Proceed to construction final completion.
 - ii. Construction Phase duties, responsibilities, and limitations of the Engineer shall not be restricted, modified, or extended without agreement of the City and Engineer in writing.
 - iii. The City's approval, acceptance, use of, or payments for all or any part of Engineer's services hereunder or the Project itself shall in no way alter the Engineer's obligations to the City's rights herein.
 - iv. The Engineer shall be a representative of and shall advise and consult the City during construction. The Engineer shall have the authority to act on behalf of the

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City only to the extent provided in this Agreement, unless otherwise modified by written instrument.

b. Engineer's Personnel at the Construction Site

- i. The presence and duties of Engineer's personnel at a construction site, whether as onsite representative or otherwise, do not make the Engineer or its personnel in any way responsible for those duties that belong to the City and/or construction contractors or other entities, and do not relieve the construction contractors or any other entity from their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the contract documents and any health and/or safety precautions related to such construction work.
- ii. Engineer and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health and/or safety precautions related to such work and have no duty for inspecting, noting, observing, correcting, or reporting on health and/or safety deficiencies of the construction contractors or other persons at the site except Engineer's own personnel.
- iii. The presence of the Engineer's personnel at a construction site is for the purpose of providing the Engineer and the City a greater degree of confidence that the completed work will conform generally to the contract documents and that the integrity of the design concept, as reflected in the contract documents, has been implemented and preserved. The Engineer neither guarantees the performance of any construction contractor nor assumes responsibility for contractor's failure to perform the work in accordance with the contract documents.

c. Internet-based Construction Management

- i. The Engineer will utilize the management software provided by the CMAR contractor for this project.

d. Pre-Construction Conference

- i. The Engineer shall conduct a pre-construction conference for the Project. Meeting shall be conducted with the City and contractor at the City's facility. At a minimum, the following items will be discussed at the pre-construction conference:

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- a. The construction schedules prepared by the contractor;
- b. Schedule of values and payment procedures and schedules;
- c. Designation of key personnel and their duties; and
- d. Procedures for the construction administration of the Project.
- e. Construction Progress Meetings
 - i. The Engineer 's project manager and project engineer will participate in monthly construction progress meetings for the Project.
 - ii. The Engineer will prepare and distribute agendas and meetings notes for each meeting.
 - iii. Additional site visits beyond those listed will be a Special Service and the Engineer shall be entitled to additional compensation.
- f. Shop Drawings and Submittal Review
 - i. The Engineer will review samples; catalog data; schedules; shop drawings; laboratory, shop, and mill tests of materials and equipment; and other data pursuant to the general conditions of the construction contract. Review quality related documents provided by the contractor such as test reports, equipment installation reports, or other documentation required by the construction contract documents. This review is for the benefit of the City and covers only general compliance with the information given by the construction contract documents. This review does not relieve the contractor of any responsibilities such as dimensions to be confirmed and correlated at the job site, appropriate safety measures to protect the workers and the public, or the necessary to construct and complete a workable facility in accordance with the construction contract documents.
 - ii. The fee is based on review of up to five hundred (500) submittals.
 - iii. Additional submittal reviews beyond those listed will be a Special Service and the Engineer shall be entitled to additional compensation.
- g. Requests for Information
 - i. The Engineer will interpret the intent of the plans and specifications and respond to requests for information (RFIs) for the City and contractors.
 - ii. The fee is based on processing up to four hundred (400) RFIs.

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- iii. Additional RFI responses beyond those listed will be a Special service and the Engineer shall be entitled to additional compensation.
- h. Contract Modifications
 - i. The Engineer will review contract modification requests (CMRs) and prepare proposed contract modifications (PCMs) for items identified during construction that are necessary or requested by the City or contractor but are not in accordance with the construction documents.
 - ii. The Engineer will prepare documentation for construction modifications required to implement modifications in the design of the Project.
 - iii. The fee is based on processing up to a total of one hundred twenty (120) CMRs, PCMs, field/change orders, and work change directives (WCDs).
 - iv. Additional contract modifications beyond those listed will be a Special service and the Engineer shall be entitled to additional compensation.
 - v. Investigations, analyses, studies, or design for substitutions of equipment or materials, corrections of defective or deficient work of the contractor or other deviations from the construction contract documents requested by the contractor and approved by the City are a Special Service. Substitutions of materials or equipment or design modifications requested by the City are a Special Service and the Engineer shall be entitled to additional compensation.
- i. Pay Estimates
 - i. The Engineer will review and comment on a maximum of twenty-one (21) estimates for payment to contractor, pursuant to the general conditions of the construction contract. Recommendations by the Engineer to the City for periodic construction progress payments to the construction contractor will be based on the Engineer's knowledge, information, and belief from selective sampling that the work has progressed to the point indicated. Such recommendations do not represent: that continuous or detailed examinations have been made by the Engineer to ascertain that the construction contractor has completed the work in accordance with the contract documents; that the final work will be acceptable in all aspects; that the Engineer has made an examination to ascertain how or for what purpose the construction contractor has used the monies paid; that title to any of the work, materials, or equipment passed to the City free and clear of liens, claims, security interest, or encumbrances; or that there are no other matters

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at issue between the City and the construction contractor that affect the amount that should be paid.

j. Substantial and Final Review

- i. The Engineer will conduct, in the company of the City's representative, a substantial completion review for the project for conformance with the design concept of the project and general compliance with the contract documents and provide a list of deficiencies to the contractor. Three (3) interim phase and one overall substantial review site visits are anticipated.
- ii. The Engineer will conduct, in the company of the City's representative, a final review for the project for conformance with the design concept of the project and general compliance with the contract documents, verify that items identified on the deficiency list from the substantial completion review have been completed, and make recommendation for final payment to the contractor. Three (3) interim phase and one overall final review site visits are anticipated.

k. Record Drawings

- i. The contractor will provide to the Engineer red-line drawings for use in the development of the record drawings. In the event that the contractor does not provide adequate red-line drawings and the Engineer must develop the record drawings based on in-depth investigation and research will be considered a Special Service.
- ii. The Engineer will revise the construction drawings in accordance with the information furnished by the contractor reflecting changes to the project made during construction. Record drawings are defined as the drawings produced by the Engineer's modifications to the original design drawings to reflect the changes during the construction.
- iii. The Engineer shall prepare record drawings, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the project was finally constructed.
- iv. The Engineer is not responsible for any errors or omissions in the information from others that are incorporated into the record drawings.

EXHIBIT A2
AMENDMENT NO. 2 - SCOPE OF SERVICES

- v. Record drawings for the project will be issued by the ENGINEER within sixty (60) days after the comments and markups are provided by the contractor, and the City.
- vi. The Engineer will provide the City with digital copies in Adobe PDF on compact disc, two (2) half-sized (11" x 17") sets of plans (bound, bond), and two digital copies on USB drives to the City. No technical specification books will be provided in paper but will be on USB drives.

H. TASK H: SUPPORT SERVICES – SURVEY AND GEOTECH (IF NEEDED FOR EXISTING SITE)

- a. Surveying Services: Engineer with coordinate surveying services for the following:
 - i. Engineer will provide and coordinate land survey at location for the WWTP sites as required to perform the design.
 - ii. The survey will base horizontal and vertical control on the treatment plant benchmark coordinates and datum. Survey measurements will be based on NAD 83 state plane coordinates.
 - iii. Survey will produce a topographical survey of project area to map utilities and existing structures. The survey will include contours shown at one-foot intervals, plotted locations of structures, paving, visible improvements, and utility information based on surface evidence.
- b. Geotechnical Engineering: Engineer will coordinate and subcontract Geotechnical services for the collection and analysis of up to twelve (12) locations and provide a draft and final geotechnical report for foundation design recommendations.
 - i.

I. TASK I: CONSTRUCTION MANAGEMENT AND RESIDENT PROJECT REPRESENTATIVE SERVICES

- a. General services:
 - i. Represent the City's interests in administering a CMAR contract with both overall construction oversight and daily on-site representation for the CMAR contractor's construction activity. The requested services include documentation and reporting to the City and Program Manager the issues and status relating to the CMAR contractor's work.
 - ii. Provide the staff necessary to perform the construction management and on-site representation as outlined below and for the Project. Construction Manager and subconsultants will provide these services for an anticipated period of 21 months.

EXHIBIT A2
AMENDMENT NO. 2 - SCOPE OF SERVICES

Services assumed to begin December 2023 and end in August 2025. Initial planning level assumption is for the following contract positions:

- a. Senior Construction Manager (CM) – Overall oversight and representative of the Construction Management firm in contractual and performance issues. Responsible in charge of day-to-day inspection, schedule review, and coordinating quality assurance testing of contractor, and construction activity. Detailed task coordination with CMAR contractor, the City's project manager, the Program Manager (PM), construction observation staff, and the Construction Materials Testing (CMT) firm.
- b. Assistant CM and Document Support – Work directly under the CM and assist with CM duties as required on the project and administer movement and proper filing of project documents handled by Construction Manager.
- c. On-site representatives – Work directly under the CM, and in coordination with City's Project Manager and Program Manager, observe and document construction performance in accordance with the Contract Documents. Also provide comments and advice to the City and Program Manager on the CMAR contractor's performance with regard to industry standard practices. This scope includes up to 6 full-time inspectors across the following disciplines: civil, mechanical, electrical, and instrumentation and controls.
- d. Construction Materials Testing (CMT) – The CMT will not be subcontracted to the CM, but the CM will coordinate with the CMT, city Project Manager, Program Manager and CMAR to provide quality assurance testing in accordance with the Contract Documents.
- iii. Establish and manage the Construction Management Team.
- iv. Develop and maintain a Construction Management Plan.
- v. Store all project related records in the CMAR Project Management Information System (PMIS), for required document retention purposes.
- vi. Quality Assurance and Quality Control:
 - a. Disseminate pertinent project information internally and externally, implement Quality Assurance (QA) and Quality Control (QC) measures, and submit deliverables as required per the agreed-upon project schedule.
- vii. Communication:
 - a. Establish communication procedures and protocol with the City, Contractor, Inspectors, Engineer of Record (EOR), and CMT.
 - b. Conduct weekly construction progress meetings with City, CM, Contractor to exchange information regarding progress of construction, safety or quality concerns, status of submittals, status of modifications, and to

EXHIBIT A2
AMENDMENT NO. 2 - SCOPE OF SERVICES

address any project related issues. Prepare agenda and minutes related to these meetings. One of the weekly construction progress meetings will serve as the monthly project meetings with City, EOR, Contractors, and CM Team for the benefit of the City Staff to provide overview of progress of construction and to discuss any major project issues. Intent of this meeting is for additional City and other staff to attend as desired without having to be involved in the bi-weekly meetings where specific project details are discussed.

- c. Develop and distribute meeting agendas, workshop planning information and handouts, and other applicable information pertaining to each specific meeting or workshop.
- d. Record meeting minutes, send a draft to meeting attendees for review, and distribute final meeting minutes after incorporating changes and comments.
- e. Provide weekly emails to City and EOR summarizing the work completed for the week including photos as appropriate and outlining work to be completed the following week.

viii. Cost Management:

- a. Review proposed schedule of values and payment requests prepared by CMAR Contractor. CM will review pay requests monthly and recommend payments at the intervals required by the Program Manager.
- b. Coordinate with City, Program Manager, and CMAR Contractor to establish a basis and procedure for review of monthly quantities of work in place and payment requests.

ix. Schedule Management:

- a. Review approved baseline schedules, "look-ahead" schedules, and monthly construction progress schedules prepared by the CMAR Contractor.
- b. Monitor progress of actual work completed relative to planned progress and address any identified schedule slippage or other anomalies with Contractor. Collaborate with the Contractor to develop a recovery schedule if tasks on the critical path continue to slip.
- c. Review each monthly schedule submittal and provide comments related to the requirements of the Contract Documents. Analyze each schedule to identify changes over the previous month's schedule, including tasks that are behind schedule, tasks that have not yet started, changes in float, critical path, and task relationships.

EXHIBIT A2
AMENDMENT NO. 2 - SCOPE OF SERVICES

- d. Develop a monthly Schedule Review Memo that identifies any significant changes to the schedule (critical path, float, reporting relationships, etc.), tasks that are behind schedule, and tasks that are at risk of falling behind schedule. The memo will be transmitted to the Contractor followed by a discussion with the Contractor during the monthly coordination meetings.
- e. The memo will be transmitted electronically to the City and saved to the program PMIS site.
- x. Project Status Reports and Invoicing:
 - a. Provide written project status reports to the City once per month throughout the duration of the project. Project status reports will include, at a minimum, a summary description of activities completed, description of activities planned for the next 30 days, financial status of the project, status of schedule for the project, and identification of any technical or other issues which may have an impact on the overall project budget and/or schedule. Project status reports will be provided to the City with each invoice.
 - b. Submit invoices monthly along with the project status report referenced above.
- xi. Issues Management:
 - a. Provide initial interpretation of the drawings and specifications and coordinate with EOR to develop official interpretation for City and CMAR Contractor. Track and coordinate the resolution of all project and program related issues. An Issues Log will be saved to the Program PMIS site.
- xii. Change Management:
 - a. Establish procedures for administering constructive changes to the construction contracts, which will be documented in the Construction Management Plan.
 - b. Prepare documentation for contract modifications required to implement modifications in the design of the project, including the summary memo. Coordinate with the EOR for technical review and approval of any design modifications, and all design modifications will have the EOR seal affixed.
 - c. Process contract modifications and negotiate with the Contractor in conjunction with and on behalf of the City to determine the cost and time impacts of these changes. Prepare change order documentation for approved changes for execution by the City.
 - d. Receive and evaluate notices of Contractor claims and make recommendations to the City on the merit and value of the claim on the basis of information submitted by the Contractor or available in project

EXHIBIT A2
AMENDMENT NO. 2 - SCOPE OF SERVICES

documentation. Endeavor to negotiate a settlement value with the Contractor in conjunction with and on behalf of the City.

xiii. Project Completion:

- a. When Contractor requests that substantial completion be granted for the Project (or applicable portions thereof), the Construction Manager will conduct, in company with City's representative, a review of the Project for conformance with the design concept of the Project and general compliance with the construction contract documents. Coordinate with EOR as appropriate regarding any reviews of the work that are deemed necessary. Support the EOR in the development of a list of deficiencies to be corrected by the Contractor before recommending Substantial Completion be granted and/or any partial release or reduction of retainage is made.
- b. Support the EOR in conducting a final review of the Project for conformance with the design concept of the Projects and general compliance with the construction contract documents.
- c. Support the EOR in obtaining legal releases, permits, warranties, spare parts, O&M manuals, as-built drawings, and keys from the Contractor. Review closeout submittals and other documents and make recommendation for final payment to Contractor when appropriate.

xiv. Record Documents

- a. Receive and review record drawings from Contractor. Transmit drawings and other documents as needed to EOR for preparation of "Record Drawings," indicating locations of project elements and final built conditions of project components. Drawings prepared by incorporating notes, Contractor field notes and City field notes taken at the project during the construction process.

b. Construction Management Roles

i. Construction Manager / Assistant Construction Manager:

- a. Construction Managers will manage and administer the day-to-day requirements of the Projects and coordinate regularly with the City's Program Manager.
- b. CM will serve as the liaison between the City, the CMAR/Contractor, and the EOR. The CM provide leadership to the assigned Inspectors in the performance of their inspection duties.
- c. Primary responsibilities of CM include the following:
 - 1) Serve as the primary point of contact, with primary responsibility for construction contract administration and quality assurance.

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AMENDMENT NO. 2 - SCOPE OF SERVICES

- 2) Provide direction and manage the efforts of Inspectors. Manage Inspectors as a resource across construction tasks.
- 3) Manage the quality of services provided by Inspectors to determine that their duties are performed in a timely manner.
- 4) Work with City staff when needed to coordinate construction activities that may impact the City's ongoing operations. Coordinate upcoming shut-downs at the plant site and coordinate with the City's Project Manager to prepare a Shut-Down Request Form following the City's policies and procedures.
- 5) Attend progress meetings and report on project progress.
- 6) Review daily construction reports prepared by the Inspectors and discuss any issues noted with the Inspector and other parties as required.
- 7) Monitor overall construction of the project and determine that construction is in conformance with Contract Documents. Recognize when an issue might impact or improve scheduling or construction operation on another known efforts and bring this to the attention of the City's Project Manager.
- 8) Coordinate with Contractor to resolve any issues or disputes related to construction. Support the City's Project Manager in the resolution of any disputes or claims that cannot be resolved at the field level.
- 9) Support administration and negotiations of claims with Contractor with support from the EOR.
- 10) Recognize risk elements of the risk management plan and initiate countermeasures as directed.
- 11) Provide progress reports to the City Project Manager for updating and presentation purposes to City upper management and the Board.
- 12) Manage the efforts of the construction materials testing laboratories and technicians.
- 13) Coordinate with document management staff to verify that all documentation is filed properly in both digital and hard copy files as required.
- 14) Verify that the inspectors have reviewed the quantities of work in place, review the payment requests and supporting documentation, and recommend the amount the CMAR/Contractor be paid on monthly and final payment requests.
- 15) Administer Construction Contracts: Prepare project documentation in accordance with the contract documents.

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- 16) Manage the receipt, logging, control, tracking, and timely processing of all Project documents using the CMAR's Project Management Information System (PMIS).
- 17) Schedule and conduct construction progress meetings with CMAR/Contractor, City, EOR, and other staff.
- 18) Attend other on-site project related construction meetings, as needed.
- 19) Review Shop Drawings received from the Contractor for conformance with the Contract Documents' submittal requirements and administrative completeness. Distribute shop drawings to the appropriate EOR staff and monitor the responsiveness of the EOR during the review process.
- 20) Work directly with the EOR to see that documentation and submittals provided for review are returned with adequate and timely written review comments. Determine that design issues related to requests for information on construction documents, Shop Drawing reviews, and proposed contract modifications are adequately addressed.
- 21) Consolidate written comments on Shop Drawings and other submittals by the EOR and return to the Contractor.
- 22) Review Contractor Requests for Information. Distribute requests to inspectors, City PM, other appropriate staff, and EOR when applicable and coordinate timely response. Review answers and prepare formal response to Contractor pursuant to contract documents.
- 23) Prepare notices of defective work. Coordinate the resolution of non-compliant work with the Contractor, and the City. Document and follow up on non-conforming work to determine that acceptable correction of defects is accomplished.
- 24) Initiate and review field orders. Record the changes in the record contract documents.
- 25) Coordinate evaluation of product substitution requests with City staff, and the EOR.
- 26) Administer and manage resolution of day-to-day construction issues. Coordinate with the CITY PM, EOR, and Contractor on technical issues and concerns working to resolve disputes at the Project level and keep Construction Manager informed of issues.
- 27) Review schedules presented in accordance with the Contract Documents. Coordinate with a P6 schedule analyst monthly to review and report on the contractor's P6 schedule.

EXHIBIT A2
AMENDMENT NO. 2 - SCOPE OF SERVICES

- 28) Review and coordinate approval of a Schedule of Values. Conduct monthly schedule and progress payment meetings with the Contractor. Work with the Contractor to have pay requests ready for City processing in accordance with the Contract Documents. Determine that documentation required for measurement for payment of work is in place and that the materials on hand are accurate.
- 29) Implement the Change Management process in accordance with the Contract Documents. Prepare Requests for a Change Proposals for City initiated changes to the work. Respond to Contractor's Change Proposals. Prepare written justification statements and include cost estimates for each Change Proposal. Include a description of the background explaining the reason for the change, resolution alternatives, and resolution recommendation for action by the City. Prepare and submit Change Request Form and the justification memo with all of the appropriate back-up information in accordance with the Contract Documents and City Policy. Change Orders and Contract Amendments require approval from the City.
- 30) Maintain a working set of record documents. Determine that measurements required for record documents are taken before work is covered.
- 31) Take photographs to document differing site conditions, change order and claim items, and any special or unique conditions as they arise.
- 32) Manage Project completion activities as required by the Contract Documents.
- 33) Manage the process of closing out the construction contract.
- 34) Recommend acceptance of the work in writing in preparation of issuance of the Certificate of Substantial Completion, recommendation to the Board, Notice of Completion, and the City's Internal Notice of Completion.
- 35) Prepare final Change Orders as required. Classify and summarize the change orders and include in the final construction summary report.
- 36) Prepare an Internal Notice of Completion addressed to the City's Operations and Maintenance Department.
- 37) Coordinate with the City's Project Manager to assist with the development of a list of deficiencies to be corrected by the Contractor before recommendation of final payment.

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38) Coordinate with the Contractor to provide O&M Manuals to the City and training is developed and delivered to City Staff in a timely manner.

ii. On-Site Representatives:

- a. Provide Civil, Structural, Electrical, and Instrumentation & Controls inspection services.
- b. Primary responsibilities of Inspectors include the following:
 - 1) Serve as point of contact for the CM, with primary responsibility for construction quality assurance.
 - 2) Observe construction work daily to determine that construction is in conformance with Construction Contract Documents. In this effort the On-Site Representatives will endeavor to protect the City against defects and deficiencies in the work of contractor.
 - 3) Prepare Daily Construction Reports (DCRs) documenting daily construction activities in PMIS, number of construction staff on site, equipment staged and/or operating on site, visitors to the site, discussions of any field issues with any parties, and any other information pertinent to or potentially impacting the Project.
 - 4) Assist the CM and the CITY staff when needed to coordinate construction activities that may impact the CITY's ongoing operations.
 - 5) Coordinate the efforts of CMT laboratories and technicians.
 - 6) Verify quantities of work in place and assist CM in the review of the payment requests and supporting documentation.
 - 7) Attend periodic project coordination meetings (semi-monthly or monthly) when requested by the CM to provide updates and inputs on construction progress and issues as appropriate.
 - 8) Attend other project related construction meetings as needed.
 - 9) Assist CM in preparation of notices of defective work. Assist in coordinating the resolution of non-compliant work with the contractor. Document and follow up on non-conforming work to determine that acceptable correction of defects is accomplished.
 - 10) Maintain a working set of record documents. Determine that measurements required for record documents are taken before work is covered.
 - 11) Take photographs to document differing site conditions, change order and claim items, and any special or unique conditions as they arise.

iii. Administrative Assistant (AA):

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- a. The Administrative Assistant will provide administrative support for the Construction Manager and On-site Project Representatives.
- b. Edits, formats, and finalizes project-related documents, including outsourcing where necessary for binding and/or copying services.
- c. Assist CM with on-boarding new on-site representatives.
- d. Helps maintain inventory of office supplies.
- e. Primary responsibilities of AA include the following:
 - 1) Assist CM with scheduling and coordinating meetings and video calls. Attend progress meetings and other on-site meetings in support of the CM to assist with the development of agendas and the preparation and distribution of meeting notes.
 - 2) Assist in the preparation of daily reports. Review reports and correct for formatting and work with RPRs and CMs to provide missing information as necessary.
 - 3) Assist CM with development of progress reports.
 - 4) Assist CM with contacting and coordinating CMT services.
 - 5) Assist document management staff to verify that all documentation is filed properly in both digital and hard copy files as required at the project level and the program level (SharePoint).
 - 6) Assist CM with the receipt, logging, control, tracking, and timely processing of all Project documents using the CMAR's PMIS at the project level and the Program Manager at the program level (SharePoint).
 - 7) Assist CM with collecting submittal review comments from reviewers.
 - 8) Assist CM in preparation of notices of defective work.
- c. Limitations of Authority of Construction Management:
 - i. The CM will not authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items), unless authorized by City and EOR via Change Order, Field Order, or other written authorization for or-equal items.
 - ii. The CM will not exceed the authority as set forth in Agreement or the Contract Documents.
 - iii. The CM will not undertake any of the responsibilities of CMAR Contractor, Subcontractor, Suppliers, or CMAR Contractor's superintendent.
 - iv. On site representative services do not relieve the CMAR Contractor of its contractual responsibility for construction quality.
 - v. The CM will not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences, or procedures of

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construction unless such advice or directions are specifically required by the Contract Documents.

- vi. The CM will not advise on; issue directions regarding or assume control over safety precautions and programs in connection with the Work or any activities or operations of City or Contractor.
- d. Schedule:
- i. Refer to the enclosed schedule for the assumed "Construction Management On-Site Personnel". The following list is a summary of the enclosed schedule.

Position	Budgeted Hours this Amendment*	Calculated Total Hours**
Construction Manager/Lead Inspector	2220	3600
Assistant CM	2400	4140
On-Site Representative 1	2050	3360
On-Site Representative 2	1850	3140
On-Site Representative 3	1850	2850
On-Site Representative 4 (EI&C)	950	2050
On-Site Representative (Seasonal) 1	0	800
On-Site Representative (Seasonal) 2	0	800
On-Site Engineer – Part Time	680	984
On-Site Administrative Assistant	1320	2160

*Assumes a work schedule of 5 days per week, 10 hours per day, and 12 months of the construction period and does not include additional seasonal shift work during the summer.

**Assumes a work schedule of 6 days per week and 10 hours per day, and 21 month duration.

- ii. CM will include a summary of hours worked in each monthly report. The CM will notify the City and Program Manager if longer or additional shifts are required causing the actual work hours to exceed the total estimated hours in this proposal. CM will prepare an amendment to the contract for compensation for additional hours.
- e. Deliverables:
- i. Construction Management Plan (saved electronically and/or the Program PMIS site).
 - ii. Documentation and Summary Memos for Allowance, Contingency, and Change Order Requests.
 - iii. Monthly Schedule Review Memos (submitted electrically by email and saved to PMIS and/or the Program PMIS site).

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AMENDMENT NO. 2 - SCOPE OF SERVICES

- iv. Monthly invoices and Project Status Reports (submitted electrically by email and saved to PMIS and/or the Program PMIS site).
- v. Meeting Agendas and Meeting Minutes.
- vi. Daily Construction Reports, including photos, will be loaded into PMIS.
- f. Recurring Meetings:
 - i. Bi-weekly construction progress meetings with City, CM, Contractor to discuss construction specific topics.
 - ii. Monthly project meetings with City, Contractor, EOR, and CM Team for the benefit of the City Staff to provide overview of progress of construction and to discuss any major project issues.

EXHIBIT B1
AMENDMENT NO. 2 - PROJECT DESIGN BUDGET SUMMARY

I. Basic Services (Lump Sum)

	Scope Item – South WWTP MBR	Fee
A	Preliminary Design	\$ 566,044
B	Equipment Preselection	\$ 566,845
C	CMAR Coordination	\$ 313,282
D	Final Design	\$ 3,521,542
E	PM & Meetings	\$ 257,627
F	Regulatory & Permitting	\$ 0
Total Basic Services Amendment No. 2:		\$ 5,225,340

II. Special Services (Time & Materials)

	Scope Item – South WWTP MBR	Fee
G	Construction Administration Services	\$ 302,407
H	Support Services - Geotech, Survey	-\$ 53,500
I	Construction Management and Resident Project Representative Services (through first 12 months of construction)	\$ 3,000,000
Total Special Services Amendment No. 2:		\$ 3,248,907

TOTAL AMENDMENT NO. 2 NOT TO EXCEED	\$ 8,474,247
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RESOLUTION NO. 7306

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AMENDMENT NO. 3 TO THE PROFESSIONAL SERVICES AGREEMENT WITH PLUMMER ASSOCIATES, INC. FOR ENGINEERING SERVICES FOR DESIGN OF THE WASTEWATER TREATMENT AND WATER REUSE MASTER PLAN PROJECT; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

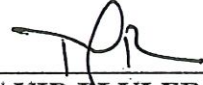
BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS:

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 Amendment No. 3 to the Professional Services Agreement with Plummer Associates, Inc. for engineering services for the design of the Wastewater Treatment and Water Reuse Master Plan Project, 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 20th day of May 2024.

CITY OF SHERMAN, TEXAS

BY: 

DAVID PEYLER, MAYOR

ATTEST:

BY: 

LINDA ASHBY, CITY CLERK

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

BY: 

RYAND. PITTMAN, CITY ATTORNEY

CERTIFIED COPY - DOCUMENT
THIS IS CERTIFIED TO BE A TRUE COPY
OF THE PERMANENT RECORD AS FILED
IN THE OFFICE OF THE CITY CLERK.


CITY CLERK, SHERMAN, TEXAS

ISSUED: 7.3.2024

AMENDMENT NO. 3

TO THE PROFESSIONAL SERVICES AGREEMENT FOR ENGINEERING DESIGN SERVICES BETWEEN
THE CITY OF SHERMAN ("OWNER") AND PLUMMER ASSOCIATES, INC. ("CONSULTANT")
FOR THE WASTEWATER TREATMENT AND WATER REUSE MASTER PLAN PROJECT

Dated June 6, 2022 ("Original Agreement")

This Amendment No. 3 serves to increase the original contract fees under the Original Agreement (\$2,073,011), Amendment No. 1 (11,369,931), and Amendment No. 2 (8,474,247) based on the following **changes** to the project scope as detailed in the attached Exhibit A3: "Amendment 3 - Scope of Services." The new total professional services shall now be \$ 22,467,189.

The contract amount under the Original Agreement, Amendment No. 1, and Amendment No. 2 shall be increased by a fee not to exceed \$ 550,000 as presented in the attached Exhibit B3: "Amendment No. 3 – Project Design Budget Summary."

Basic Configuration Services (Lump Sum)

Scope Item – South WWTP MBR Design & Construction Services		Fee
A	Project Management, Meetings, Workshops, & Expenses	\$ 60,000
B	Configuration Standards, Requirements Definition & Documentation	\$ 20,000
C	Project Coordination & Control Strategies	\$ 15,000
D	Network Configuration, PLC Programming, and HMI Configuration	\$ 260,000
E	Testing Services	\$ 75,000
F	Training Services	\$ 35,000
G	Startup and Commissioning Services	\$ 45,000
H	Maintenance Services	\$ 40,000
Total Basic Configuration Services Amendment No. 3:		\$ 550,000
TOTAL AMENDMENT NO. 3 NOT TO EXCEED		\$ 550,000

[Rest of page left intentionally blank]

This Amendment No. 3 shall be effective on the date it is executed by the last party to execute it. The OWNER and CONSULTANT hereby agree to amend the Proposed Fees in EXHIBIT B3 of the Original Agreement plus EXHIBIT B1 of Amendment #1 and EXHIBIT B2 of Amendment #2 to read as follows:

Proposed Fees

Consultant shall be compensated on the following lump sum basis. Special and Additional Services shall be performed based on the rate schedule included in the Original Agreement.

I.	Basic Services	
A.	Information Gathering and Review	\$117,221
B.	Capacity and Treatability Study	\$190,251
C.	Treatment Alternatives Screening Evaluation	\$339,260
D.	Water Reuse Alternatives Screening Evaluation	\$102,919
E.	Indirect Potable Reuse Alternatives Screening Evaluation	\$55,212
F.	Detailed Alternative Evaluation	\$337,909
G.	Implementation Plan	\$37,341
H.	Report	\$117,765
I.	Project Administration	\$154,053
J.	Additional Meetings	\$36,080
K.	Preliminary Design	\$1,649,103
L.	Equipment Preselection	\$913,402
M.	CMAR Coordination	\$650,812
N.	Final Design	\$7,664,917
O.	PM & Meetings	\$1,366,650
P.	Regulatory and Permitting	\$137,274
Total Basic Services*		\$13,870,169

II.	Special Services	
A.	Additional Sampling	\$20,000
B.	Additional Detailed Alternative Evaluation	\$340,000
C.	Additional Data Collection and Analysis	\$30,000
D.	Additional Model Development & Screening	\$50,000
E.	Additional Meetings	\$50,000
F.	Surveying, Easement Preparation, and SUE	\$50,000
G.	Geotechnical Engineering	\$25,000
H.	Environmental and Architectural Investigation Services	\$20,000
I.	Construction Administration	\$4,302,407
J.	Support Services – Geotech, Survey, SUE	\$159,613
K.	Construction Management and Resident Project Representative Services (through first 12 months of construction)	\$3,000,000
Total Special Services		\$8,047,020

III.	Basic Configuration Services (Lump Sum)		
	A.	Project Management, Meetings, Workshops, & Expenses	\$60,000
	B,	Configuration Standards, Requirements Definition & Documentation	\$20,000
	C.	Project Coordination & Control Strategies	\$15,000
	D	Network Configuration, PLC Programming, and HMI Configuration	\$260,000
	E.	Testing Services	\$75,000
	F.	Training Services	\$35,000
	G.	Startup and Commissioning Services	\$45,000
	H.	Maintenance Services	\$40,000
Total Basic Configuration Services (Lump Sum)			\$550,000

Total Services with Amendments 1 through 3		
I.	Total Basic Services	\$13,870,169
II.	Total Special Services	\$8,047,020
III.	Total Basic Configuration Services (Lump Sum)	\$550,000
Total Revised Contract		\$22,467,189

The parties hereby ratify and confirm all of the terms, provisions, covenants and conditions of the Original Agreement and acknowledge and agree that the Original Agreement remains in full force and effect, except as amended in Amendment No. 1, Amendment No. 2, and this Amendment No. 3. To the extent that any provision contained herein conflicts with the Original Agreement, the provision contained herein shall supersede such conflicting provision contained in the Original Agreement and Amendment No. 1 and Amendment No. 2. This Amendment No. 3, the Original Agreement, Amendment No. 1, and Amendment No. 2 contain the entire agreement of the parties with respect to the matters contained herein. This Amendment No. 3 may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the Parties hereto.

EXECUTED in three (3) counterparts (each of which is an original) on behalf of CONSULTANT shown below, and on behalf of the OWNER by its City Manager (thereunto duly authorized) this 22 day of May, 2024.

OWNER:
CITY OF SHERMAN, TEXAS



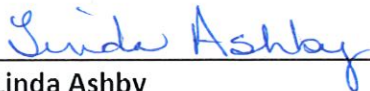
Robby Hefton, City Manager

CONSULTANT:
PLUMMER ASSOCIATES, INC



Alan E. Davis, P.E., Principal

ATTEST:



Linda Ashby
City Clerk

ATTEST:



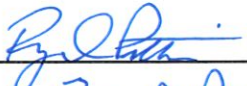
Nick Toussaint, P.E., Principal

APPROVAL RECOMMENDED:



Wayne E. Lee, P.E., CFM / Director Engineering

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

BY: 

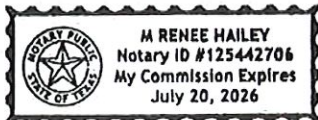
NAME: Ryan D. Pittman
CITY ATTORNEY

CORPORATE ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Alan E. Davis of Plummer Associates, Inc. known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Plummer Associates, Inc., a corporation, that (s)he was duly authorized to perform the same by appropriate resolution of the board of directors of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 3rd day of May, A.D. 2024.



M R Hailey
Notary Public In and For Tarrant County, Texas

My Commission Expires:

July 20, 2026

PROJECT DESCRIPTION

The City of Sherman ("City" or "Owner") has selected Plummer Associates, Inc. ("Plummer") to provide engineering consulting services for planning, design and construction administration associated with the south wastewater treatment and water reuse facilities needed to support continued growth of the industrial and domestic wastewater system in the City.

The additional scope of services described below includes programming and configuration services to the City of Sherman in support of the South Wastewater Treatment Plant - MBR Phase 1 project. Plummer will now also provide project management services for the programming and configuration project and will act as the primary point of contact for the project.

Plummer and its sub-contractor Tek Automation will serve as the "integration team" to provide PLC Programming and Human Machine Interface (HMI) configuration additions to the existing Post Oak WWTP control system. The integration team will also develop a programming documentation package for each process area, as well as conduct controls workshops, to be held with the plant operations staff, that will focus on the programming and configuration effort while it is underway. For plant areas that include vendor panels, the integration team will perform coordination reviews of the package PLCs, verifying the data is available for the HMI as well as providing the necessary IP addressing back to the vendor.

The integration team will confirm tagging standards, standard Add-On-Instructions (AOIs), Function Blocks (FBs) and other PLC and HMI constructs to aid the development process and provide the City with a standard controls approach that can be easily operated and maintained in the future. Programming activities will include several workshops with the City to discuss the programming effort and possible options available that City staff may wish to review, as well as discuss the rationale for alarm notification, data historization, and reporting requirements.

The integration team will provide an overall testing plan, that will describe the different components of the project testing, beginning with the testing that occurs at the control panel fabrication facility, followed by the different on-site testing activities.

Operator training will be conducted in multiple sessions to accommodate multiple operations shifts and an appropriate number of sessions. An HMI operations manual will be provided to support the operator training and longer-term operations. It is anticipated that the HMI operations manual will be an online system to promote ease of use and future expansion.

The project will include startup-up services and warranty/corrective and maintenance services.

The HMI configuration and PLC programming deliverables to be provided by area will include:

Area 200 – Screening

The screenings area will have a new Programmable Logic Controller (200-PLC-101) provided by contractor and programmed by the Plummer Integration Team.

Scope of Services:

The screening PLC will be programmed for influent lift station level control and monitoring/alarm functions. The programming will also include Lead/Lag control and alternation of the pumps. Other functions included in the scope of work are the PLC logic for the operation of the sluice gates in the influent box, and the integration of screen channel with the screening equipment.

Also, control and monitoring programming will be furnished for Remote Input/Output (RIO) racks, including the Alkalinity System (380-RIO-101), and the Sludge Storage System (800-RIO-101).

Area 300 – Pretreatment

The Pretreatment Unit area will have a new Programmable Logic Controller (300-PLC-101) provided by contractor and programmed by the Plummer Integration Team.

Scope of Services:

The PTU PLC program will include monitoring of the grit system (310-GS-111), the fine screens monitoring (320-FS-111 & 320-FS-121), and the equalization tank controls including the valve controls (330-RIO101). Programming will also include the I/O of the Equalization Remote I/O Rack, (330-RIO-101) and the Bubbler system (330-PLC-101).

Area 400 – Blower Building

The Blower Building will have a new Programmable Logic Controller (450-PLC-101) provided by the contractor and programmed by the Plummer Integration Team.

Scope of Services:

Programming for primary services of the Blower PLC will include control of the BRB basins, the BRB Internal Recycle Pumps, the VFDs for same, and the BRB mixers. The PLC will also be programmed to monitor and control the BRB Basins Remote I/O, the Scum collector, carbon addition, the Carbon system, and its remote I/O (400-RIO-101, 400-RIO-102, 370-RIO-101). The Blower PLC will also monitor the vendor BRB Aeration Blower Master Control Panel, the Scum Pump Station, and the MBR Blowers.

Area 550 – MBR Support Building

The MBR Support Building will have a new Programmable Logic Controller (550-PLC-101) provided by the contractor and programmed by the Plummer Integration Team.

Scope of Services:

Programming for primary services of the MBR Support PLC will include monitoring of the Membrane Master Control Panel (500-PLC-101), the RAS Wetwell Mixers, the WAS Sludge

Pumps, and Filters 1 & 2 I/O at the Influent Pump Station. In addition, the PLC will be programmed to control the Relift Pumps.

I. TASK SUMMARY, BASIC CONFIGURATION SERVICES

A. TASK A: CONFIGURATION PROJECT MANAGEMENT AND QUALITY CONTROL

- a. Provide project management for Basic Configuration Services. Project management shall include monitoring and addressing issues related to the scope of work, budget and deliverables; preparing and processing monthly billings; providing labor resources necessary to fulfill scoped work; scheduling and participating in quality control reviews; and providing updates to the City on a regular basis.
 - i. The Engineer shall coordinate efforts on project tasks identified above.
 - ii. The Engineer shall prepare a common monthly invoice.

B. TASK B: PROJECT CONFIGURATION STANDARDS, REQUIREMENTS DOCUMENTATION

- a. The Engineer will provide an HMI and PLC documentation package, along with a network documentation package.
 - i. The Engineer will provide an HMI documentation package showing the additions to the existing navigation system, a list of the hierarchy of screens, and individual proposed and finalized HMI screens. The engineer will also produce an I/O tag list for the HMI database for all new tags, indicating process ranges and alarming conditions.
 - ii. The engineer will develop a PLC submittal that will document each PLC's I/O, memory map and control subroutines. The Engineer will also develop a mapping list documenting communication messages between each of the PLCs.
 - iii. The engineer will develop a detailed physical and logical network diagram for the facility and will maintain the master IP address listing, including any Virtual Lan (VLAN) or IP subnet information. The engineer will also document any configuration information for remote access or virtual private networks (VPNs)
 - iv. The Engineer shall provide final system documentation of the HMI system, including software listings and databases, software graphics, configuration files on CD-ROMS or otherwise incorporate into the online O&M Manual.

C. TASK C: PROJECT COORDINATION & CONTROL STRATEGIES

- a. The Engineer will prepare an agenda and conduct bi-weekly coordination meetings to ensure timely and effective communications between the City, contractor, and integration team. During hi-effort construction periods or planned shutdowns, these meetings will be moved to a weekly frequency.

- b. The Engineer will maintain a control network IP addressing master list and will provide direction to vendors on this item.
- c. The Engineer will develop control strategies for each process area and will conduct a workshop to discuss strategies prior to PLC coding.

D. TASK D: NETWORK CONFIGURATION, PLC PROGRAMMING, AND HMI CONFIGURATION

a. PLC Programming

i. Influent Pump Station 200-PLC-101

- a. The Engineer will develop and test a PLC program for the Influent Pump Station 200-PLC-101 and include PLC data mapping to support SCADA monitoring and control.
- b. The Engineer will develop and test a PLC program for the Relift Pump Station and include PLC data mapping to support SCADA monitoring and control of the Effluent Filters.
- c. The Engineer will develop and test a PLC program for the monitoring of the Coarse Screens (200-ACS-111, 121) and include PLC data mapping to support SCADA monitoring and control.
- d. The Engineer will develop and test logic to control (2) small and (2) large influent pumps. Controls will provide for Lead/Lag control of the reduced voltage soft starters (RVSS) and will provide for manual and automatic modes. In automatic mode, level sensors will be used, and alternation of the pumps will be performed each day.
- e. The engineer will provide logic to control the header valves to PTU in manual and automatic control. In auto, logic will close the header valve and modulate header valve to peak storage basin to maintain discharge header pressure.
- f. The Engineer will provide flow limiting to PTU using the PTU High Level safety interlock. In addition, an Operator-entered Flow maximum to PTU will be provided to maintain desired flow to PTU.
- g. The Engineer will develop and test logic to control the alkalinity system chemical feed pumps over the 380-RIO-101 I/O rack. In manual mode, operators will be able to set the GPH feed rate. In auto, operators will enter a desired dosage rate in mg/l and the PLC program will calculate the dosage based on the IPS discharge rate.

- h. The chemical pump control will also contain an auto sequence to rotate the pumps each day.
 - i. The Engineer will develop and test logic to control the sludge storage tank system blowers over the 800-RIO-101 I/O rack. In manual, the blowers will be controlled to run at setpoint, In auto, the blowers will be controlled based on the level. An interlock from the sludge storage tank will prevent the WAS pumps from operating.
 - j. The blowers will also contain an auto sequence to rotate the pumps each day.
- ii. Preliminary Treatment Unit 300-PLC-101
- a. The Engineer will develop and test monitoring the I/O of the control panel for Fine Screen Unit No.1 and Fine Screen Unit No. 2
 - b. The Engineer will develop and test monitoring the I/O of the control panel for Grit Removal Unit No.1
 - c. The Engineer will program and test a monitoring routine for the equalization tank large-bubble mixing system over ethernet communications.
 - d. The Engineer will develop and test a PLC program for the Preliminary Treatment PLC 300-PLC-101 and include PLC data mapping to support SCADA monitoring and control.
 - e. The Engineer will develop and test logic for the PTU outlet gates. In manual, the operator will control the gates. In auto, the cleaning action logic will be implemented to control the gates.
 - f. The Engineer will develop and test the logic for the EQ Basin Effluent Control Valve and Flow Meter. Manual logic will be provided to allow manual control of the Effluent Control Valve. Automatic logic will be provided to control effluent valve automatically.
- iii. Blower Building 450-PLC-101
- a. The Engineer will develop and test a PLC program for the Blower Building PLC 450-PLC-101 and include PLC data mapping to support SCADA monitoring and control.
 - b. The Engineer will develop and test the logic to monitor information coming from the BRB Aeration Blower Master Control Panel. In addition, logic will be provided which allows the blowers to be started or stopped

and will also include the adjustment of the header pressure to be adjusted.

- c. The engineer will develop and test logic for the BRB basin controls. This logic will allow the operators to select the basins in service.
- d. The Engineer will develop and test logic that will allow manual control of the BRB Recycle Pump VFDs over the Ethernet/IP. In addition, logic will be provided to allow for automatic control of the pump VFDs where the operator enters a Flow "Q" setpoint and will divide the basin effluent flow by the number of basins in service and will adjust the speed of the pumps to maintain the recycle flow rate. Additional logic will be provided to rotate the pumps once a day.
- e. The Engineer will develop and test logic for both manual and automatic control of the BRB Mixers. The program will monitor the operation of the mixers as well as provide indication of alarm conditions, including motor winding temperature and motor moisture intrusion.
- f. The engineer will develop and test logic to control the BRB Basins air flow control valves via the Remote I/O Racks 400-RIO-101 & 400-RIO-102. Logic will be provided for several modes of auto control, including Dissolved Oxygen control and Ammonia control. The control modes will have automatic mode to maintain DO levels in the basins.
- g. The ammonia control mode will also be developed to lower ammonia through a cascaded control loop and using the flow signals. An alternate solution using flow control will also be provided along with manual control modes for each header.
- h. The Engineer will also develop and test control logic for the scum collection system. Logic will be provided to allow for manual control as well as auto control. In auto, a timer will be implemented to be interlocked with the other basin scum collector. A high-level interlock will also prevent collector opening.
- i. The Engineer will develop and test logic for the carbon system pumps via the 370-RIO-101 remote rack. The pumps will have manual control and auto control. In auto, the operator will enter dosage in mg/l based on equalization basin flow and the PLC will calculate dosage. An alternator control will also be provided.

iv. Membrane Support Building 550-PLC-101

- a. The Engineer will develop and test a PLC program for the MBR Support Building 550-PLC-101 and include PLC data mapping to support SCADA monitoring and control.
- b. The Engineer will develop and develop and test the logic to monitor information coming from the Membrane Master Control Panel. Logic will be provided to organize this data and make it available for polling by the HMI.
- c. The Engineer will develop and test control logic for the RAS Wetwell Mixers (600-MX-111 & 121). Manual control will be programmed to allow remote start/stop of the mixers. In auto control mode, mixers will run unless prohibited by low wetwell level.
- d. The Engineer will develop and test control logic for the RAS wetwell pumps. Logic will be provided for manual control of the RAS VFDs, allowing the operator to set a manual speed output to the pumps. In the automatic mode, the RAS pumps will automatically speed up or down to maintain a wetwell operating level. Wetwell level will be used as the process variable (PV) in this control and the high and low float level will be used for alarm and shutdown interlocks.
- e. The Engineer will develop and test WAS pump control logic for the two (2) WAS pumps. In the auto mode, a WAS pump control loop will maintain a constant flow to the sludge storage tank using the WAS flowmeter as PV. In this mode, the operator will enter the total gallons to waste each day, and the number of wasting periods, and the PLC will calculate and set the wasting pumps until the total gallons wasted is reached. The operator will also have manual control of the pumps where a manual wasting rate can be set. The Engineer will also create a pump rotation routine for the pumps.
- f. The Engineer will develop and test PLC program logic to monitor the Filters 1 & 2 I/O and map it for consumption by the HMI.
- g. The Engineer will develop and test PLC program logic to control the two (2) re-lift pumps via the VFDs over ethernet to supply the filters. The re-lift pumps will have operator adjustable manual control logic and automatic control logic. In the automatic mode, the operator will set a desired flow rate to the filters and a flow control loop will minimize the fluctuations to the filters, while maintaining level in storage. The Engineer will also create a pump rotation routine for the pumps.

b. Server Cabinet and Network Configuration

- i. Network Cabinet
 - a. The Engineer will configure the managed ethernet switches in the PLC cabinets including the creation and configuration of the Virtual LANS (VLANs).
 - b. A Remote Access Solution (eWon VPN) may be installed for secure HMI and PLC updates.
- c. Rockwell FactoryTalk HMI Configuration
 - i. The Engineer shall create the graphical user screens, alarms, trends and setup the tag database additions for the equipment in the project's scope of work.
 - ii. The Engineer will with assistances from plant staff, develop and plant tag (I/O) database for the newly added equipment.
 - iii. The Engineer will update menu and navigation templates for the process additions.
 - iv. The Engineer develop detailed operating screens for the new plant equipment.
 - v. The engineer will also develop control screens to allow setpoint changes for PLC control and alarm functions.
 - vi. The Engineer will develop a communications status screen to show the additional PLCs added during the project
 - vii. The Engineer will update and configure system security and log-in as appropriate for the added processes.
- d. Programming Code Review and Assistance
 - i. The Engineer shall review PLC controller code and HMI configuration written by our team members.

E. TASK E: TESTING

- a. The Engineer will develop, manage and perform a comprehensive field-testing effort that will involve all parties to test new equipment from the field device, it's Input/Output signals, through the field wiring to the PLC, the PLC logic functions, communications across the network, polling from the HMI, HMI database screens, trending, alarming and reporting processes.
- b. The Engineer will develop a testing plan, complete with a listing of the areas, items to be tested, testing sheets for review, and will lead the execution of the testing planThe Engineer will develop an un-witnessed Factory Test (UFT) plan.
- c. The Engineer will specify and witness the System Integration Test (SIT).

- d. The Engineer will specify and witness the Factory Acceptance Test (FAT).
- e. The Engineer will specify and witness the Operational Readiness Test (ORT).
- f. The Engineer will specify and witness the Functional Demonstration Test (FDT).
- g. The Engineer will specify and witness the 30-day Site Acceptance Test (SAT)

F. TASK F: TRAINING SERVICES

- a. The engineer will develop a training plan that will encompass the operation and control of the new equipment being supplied. The training will supplement the individual vendor training being provided and will focus on the PLC and HMI controls.
- b. The Engineer will provide training on the basics of the PLC, HMIs and use of the Operator Interfaces will be provided.
- c. Additional in-depth equipment troubleshooting, and maintenance activities will be provided to maintenance and support staff.

G. TASK G: STARTUP AND COMMISSIONING SERVICES

- a. As part of the coordination effort, The Engineer will lead the overall commissioning activities, providing the overall plan and administering the weekly start-up activities. The engineer will plan, witness and coordinate activities with the contractor and witness.

H. TASK H: MAINTENANCE SERVICES

- a. The Integration Team will provide a one-year maintenance period during which any issues arising out of the programming and configuration items will be rectified through a periodic review and execution of a master punchlist.

I. SCHEDULE

- a. The integration team will coordinate with the CMAR contractor's schedule to align the completion of programming and configuration services with the startup and testing of equipment for the South WWTP MBR project. Implementation and cutover activities will be coordinated and scheduled with the CMAR Contractor. Additionally, it is anticipated that the time-period for the programming and configuration services as detailed above in the Basic Configuration Services shall be completed within 410 days after the execution date of this Agreement.

II. TASK SUMMARY, SPECIAL SERVICES

Special Services incidental to the Project, but not included within the scope of Basic Configuration Services covered above, which may be performed or arranged for separately by the City or may be added to the Engineer's responsibilities by mutual agreement and prior written authorization.

EXHIBIT B3
AMENDMENT NO. 3 - PROJECT DESIGN BUDGET SUMMARY

Basic Configuration Services (Lump Sum)

Scope Item – South WWTP MBR Design & Construction Services		Fee
A	Project Management, Meetings, Workshops & Expenses	\$ 60,000
B	Configuration Standards, Requirements Definition & Documentation	\$ 20,000
C	Project Coordination & Control Strategies	\$ 15,000
D	Network Configuration, PLC Programming, & HMI Configuration	\$ 260,000
E	Testing Services	\$ 75,000
F	Training Services	\$ 35,000
G	Startup & Commissioning Services	\$ 45,000
H	Maintenance Services	\$ 40,000
Total - Basic Configuration Services Amendment No. 3:		\$ 550,000
TOTAL AMENDMENT NO. 3 NOT TO EXCEED		\$ 550,000

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RESOLUTION NO. 7459

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

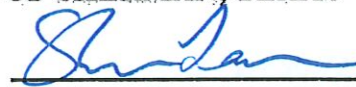
SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute Amendment No. 4 to the Professional Services Agreement with Plummer Associates, Inc. for engineering services for the design of the Wastewater Treatment and Water Reuse Master Plan Project, 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.

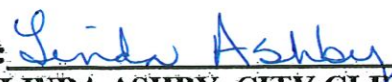
DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the 6th day of January 2025.

CITY OF SHERMAN, TEXAS

BY:


SHAWN TEAMANN, MAYOR

ATTEST:

BY: 
LINDA ASHBY, CITY CLERK

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

BY:


RYAN D. PITTMAN, CITY ATTORNEY

**CERTIFIED COPY - DOCUMENT
THIS IS CERTIFIED TO BE A TRUE COPY
OF THE PERMANENT RECORD AS FILED
IN THE OFFICE OF THE CITY CLERK.**


CITY CLERK, SHERMAN, TEXAS

ISSUED: 1/13/2025

AMENDMENT NO. 4

TO THE PROFESSIONAL SERVICES AGREEMENT FOR ENGINEERING DESIGN SERVICES BETWEEN
THE CITY OF SHERMAN ("OWNER") AND PLUMMER ASSOCIATES, INC. ("CONSULTANT")
FOR THE WASTEWATER TREATMENT AND WATER REUSE MASTER PLAN PROJECT

Dated June 6, 2022 ("Original Agreement")

This Amendment No. 4 serves to increase the original contract fees under the Original Agreement (\$2,073,011), Amendment No. 1 (\$11,369,931), Amendment No. 2 (\$ 8,474,247), and Amendment No. 3 (\$550,000) based on the following changes to the project scope as detailed in the attached Exhibit A4: "Amendment 4 - Scope of Services." The new total professional services shall now be \$ 23,923,916.

The contract amount under the Original Agreement, Amendment No. 1, Amendment No. 2, and Amendment No. 3 shall be increased by a fee not to exceed \$ 1,456,727 as presented in the attached Exhibit B4: "Amendment No. 4 – Project Design Budget Summary."

I. Special Services (Time & Materials)

Scope Item – South WWTP MBR Design & Construction Services		Fee
A	Construction Management and Resident Project Representative Services (through second 12 months of construction)	\$ 1, 846,727
B	Master Plan Deduct	(\$ 390,000)
Total Special Services Amendment No. 4:		\$ 1, 456,727

TOTAL AMENDMENT NO. 4 NOT TO EXCEED		\$ 1, 456,727
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This Amendment No. 4 shall be effective on the date it is executed by the last party to execute it. The OWNER and CONSULTANT hereby agree to amend the Proposed Fees section of this Original Agreement to read as follows:

Proposed Fees

Consultant shall be compensated on the following lump sum basis. Special and Additional Services shall be performed based on the rate schedule included in the Original Agreement.

Basic Services	Fee
Wastewater Treatment and Water Reuse Master Plan	\$ 1,488,011
Amendment 1 - Post Oak WWTP Improvements	\$ 7,156,818
Amendment 2 - South WWTP-MBR	\$ 5,225,340
Amendment 3 – Configuration Services	\$ 550,000
Amendment 4 – South WWTP-MBR Construction Svcs	\$ 0
Total Basic Services:	\$ 14,420,169
Special Services	Fee
Wastewater Treatment and Water Reuse Master Plan	\$ 585,000
Master Plan Deduct	(\$ 390,000)
Amendment 1 – Post Oak WWTP Improvements	\$ 4,213,113
Amendment 2 – South WWTP-MBR	\$ 3,248,907
Amendment 3 – Configuration Services	\$ 0
Amendment 4 – South WWTP-MBR Construction Svcs	\$ 1,846,727
Total Special Services:	\$ 9,503,747
TOTAL NOT TO EXCEED (LUMP SUM)	\$ 23,923,916

The parties hereby ratify and confirm all of the terms, provisions, covenants and conditions of the Original Agreement and acknowledge and agree that the Original Agreement remains in full force and effect, except as amended in this Amendment No. 1 Amendment No. 2, Amendment No. 3, and Amendment No. 4. To the extent that any provision contained herein conflicts with the Original Agreement, the provision contained herein shall supersede such conflicting provision contained in the Original Agreement, Amendment No. 1, Amendment No. 2, and Amendment No. 3. This Amendment No. 4, the Original Agreement, Amendment No. 1, Amendment No. 2, and Amendment No. 3 contain the entire agreement of the parties with respect to the matters contained herein. This Amendment No. 4 may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the Parties hereto.

EXECUTED in three (3) counterparts (each of which is an original) on behalf of CONSULTANT shown below, and on behalf of the OWNER by its City Manager (thereunto duly authorized) this 7th day of January, 20245.

OWNER:
CITY OF SHERMAN, TEXAS

CONSULTANT:
PLUMMER ASSOCIATES, INC



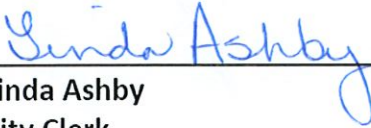
Robby Hefton, City Manager



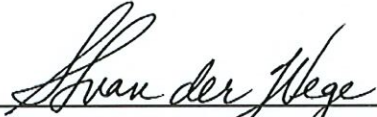
Alan E. Davis, P.E., Principal

ATTEST:

ATTEST:



Linda Ashby
City Clerk



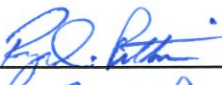
Sherri van der Wege, P.E., Sr. Project Manager

APPROVAL RECOMMENDED:



Wayne E. Lee, P.E., CFM / Director Engineering

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

BY: 

NAME: 

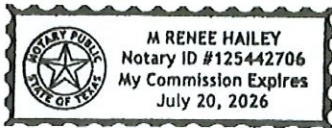
CITY ATTORNEY

CORPORATE ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF Tarrant §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Alan E. Davis, P.E. of Plummer Associates, Inc. known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Plummer Associates, Inc., a corporation, that (s)he was duly authorized to perform the same by appropriate resolution of the board of directors of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 11th day of
December, 2024.



M R Hailey
Notary Public In and For Tarrant County, Texas

My Commission Expires:

July 20, 2026

EXHIBIT A4
AMENDMENT NO. 4 - SCOPE OF SERVICES

PROJECT DESCRIPTION

The City has selected Plummer Associates, Inc. (Plummer) to provide engineering consulting services for planning, design and construction administration associated with the wastewater treatment and water reuse facilities needed to support continued growth of the industrial and domestic wastewater system in the City. Construction of Phase 1 of this effort is ongoing . It is anticipated that the increases in industrial wastewater flows and loads, in conjunction with projected increases in domestic wastewater flows, may exceed the capacity of the Post Oak WWTP as early as 2025.

Amendment No. 4 includes Construction Management and Resident Project Representation for an additional twelve (12) months. The fee shown for Amendment No. 4 is in addition to the approved fee for Amendment No. 1, Amendment No. 2, and Amendment No. 3.

I. ASSUMPTIONS

- A.** Construction activities are anticipated to continue through November 2025.
- B.** Construction personnel will be scaled back once startup and commissioning of the South WWTP – MBR begins.
- C.** Master Plan Deduct line item includes Items B (\$340,000) and E (\$50,000) as noted in the Special Services of the Master Plan Contract Documents.

II. TASK SUMMARY, SPECIAL SERVICES

A. TASK I: CONSTRUCTION MANAGEMENT AND RESIDENT PROJECT REPRESENTATIVE SERVICES

- a.** General services:
 - i.** Represent the City's interests in administering a CMAR contract with both overall construction oversight and daily on-site representation for the CMAR contractor's construction activity. The requested services include documentation and reporting to the City and Program Manager the issues and status relating to the CMAR contractor's work.
 - ii.** Provide the staff necessary to perform the construction management and on-site representation as outlined below and for the Project. Construction Manager and subconsultants will provide these services for an anticipated period of 24 months. Services assumed to begin December 2023 and end in December 2025. Initial planning level assumption is for the following contract positions:

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AMENDMENT NO. 4 - SCOPE OF SERVICES

- a. Senior Construction Manager (CM) – Overall oversight and representative of the Construction Management firm in contractual and performance issues. Responsible in charge of day-to-day inspection, schedule review, and coordinating quality assurance testing of contractor, and construction activity. Detailed task coordination with CMAR contractor, the City's project manager, the Program Manager (PM), construction observation staff, and the Construction Materials Testing (CMT) firm.
- b. Assistant CM and Document Support – Work directly under the CM and assist with CM duties as required on the project and administer movement and proper filing of project documents handled by Construction Manager.
- c. On-site representatives – Work directly under the CM, and in coordination with City's Project Manager and Program Manager, observe and document construction performance in accordance with the Contract Documents. Also provide comments and advice to the City and Program Manager on the CMAR contractor's performance with regard to industry standard practices. This scope includes up to 6 full-time inspectors across the following disciplines: civil, mechanical, electrical, and instrumentation and controls.
- d. Construction Materials Testing (CMT) – The CMT will not be subcontracted to the CM, but the CM will coordinate with the CMT, city Project Manager, Program Manager and CMAR to provide quality assurance testing in accordance with the Contract Documents.
- iii. Manage the Construction Management Team.
- iv. Maintain a Construction Management Plan.
- v. Store all project related records in the CMAR Project Management Information System (PMIS), for required document retention purposes.
- vi. Quality Assurance and Quality Control:
 - a. Disseminate pertinent project information internally and externally, implement Quality Assurance (QA) and Quality Control (QC) measures, and submit deliverables as required per the agreed-upon project schedule.
- vii. Communication:
 - a. Continue utilizing developed communication procedures and protocol with the City, Contractor, Inspectors, Engineer of Record (EOR), and CMT.
 - b. Conduct monthly construction progress meetings with City, CM, Contractor to exchange information regarding progress of construction, safety or quality concerns, status of submittals, status of modifications, and to address any project related issues. Prepare agenda and minutes related to these meetings. One of the weekly construction progress

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meetings will serve as the monthly project meetings with City, EOR, Contractors, and CM Team for the benefit of the City Staff to provide overview of progress of construction and to discuss any major project issues. Intent of this meeting is for additional City and other staff to attend as desired without having to be involved in the bi-weekly meetings where specific project details are discussed.

- c. Develop and distribute meeting agendas, workshop planning information and handouts, and other applicable information pertaining to each specific meeting or workshop.
- d. Record meeting minutes, send a draft to meeting attendees for review, and distribute final meeting minutes after incorporating changes and comments.
- e. Provide weekly emails to City and EOR summarizing the work completed for the week including photos as appropriate and outlining work to be completed the following week.

viii. Cost Management:

- a. Review proposed schedule of values and payment requests prepared by CMAR Contractor. CM will review pay requests monthly and recommend payments at the intervals required by the Program Manager.
- b. Coordinate with City, Program Manager, and CMAR Contractor to establish a basis and procedure for review of monthly quantities of work in place and payment requests.

ix. Schedule Management:

- a. Review approved baseline schedules, "look-ahead" schedules, and monthly construction progress schedules prepared by the CMAR Contractor.
- b. Monitor progress of actual work completed relative to planned progress and address any identified schedule slippage or other anomalies with Contractor. Collaborate with the Contractor to develop a recovery schedule if tasks on the critical path continue to slip.
- c. Review each monthly schedule submittal and provide comments related to the requirements of the Contract Documents. Analyze each schedule to identify changes over the previous month's schedule, including tasks that are behind schedule, tasks that have not yet started, changes in float, critical path, and task relationships.
- d. Develop a monthly Schedule Review Memo that identifies any significant changes to the schedule (critical path, float, reporting relationships, etc.), tasks that are behind schedule, and tasks that are at risk of falling behind

EXHIBIT A4
AMENDMENT NO. 4 - SCOPE OF SERVICES

- schedule. The memo will be transmitted to the Contractor followed by a discussion with the Contractor during the monthly coordination meetings.
 - e. The memo will be transmitted electronically to the City and saved to the program PMIS site.
 - x. Project Status Reports and Invoicing:
 - a. Provide written project status reports to the City once per month throughout the duration of the project. Project status reports will include, at a minimum, a summary description of activities completed, description of activities planned for the next 30 days, financial status of the project, status of schedule for the project, and identification of any technical or other issues which may have an impact on the overall project budget and/or schedule. Project status reports will be provided to the City with each invoice.
 - b. Submit invoices monthly along with the project status report referenced above.
 - xi. Issues Management:
 - a. Provide initial interpretation of the drawings and specifications and coordinate with EOR to develop official interpretation for City and CMAR Contractor. Track and coordinate the resolution of all project and program related issues. An Issues Log will be saved to the Program PMIS site.
 - xii. Change Management:
 - a. Establish procedures for administering constructive changes to the construction contracts, which will be documented in the Construction Management Plan.
 - b. Prepare documentation for contract modifications required to implement modifications in the design of the project, including the summary memo. Coordinate with the EOR for technical review and approval of any design modifications, and all design modifications will have the EOR seal affixed.
 - c. Process contract modifications and negotiate with the Contractor in conjunction with and on behalf of the City to determine the cost and time impacts of these changes. Prepare change order documentation for approved changes for execution by the City.
 - d. Receive and evaluate notices of Contractor claims and make recommendations to the City on the merit and value of the claim on the basis of information submitted by the Contractor or available in project documentation. Endeavor to negotiate a settlement value with the Contractor in conjunction with and on behalf of the City.
 - xiii. Project Completion:

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AMENDMENT NO. 4 - SCOPE OF SERVICES

- a. When Contractor requests that substantial completion be granted for the Project (or applicable portions thereof), the Construction Manager will conduct, in company with City's representative, a review of the Project for conformance with the design concept of the Project and general compliance with the construction contract documents. Coordinate with EOR as appropriate regarding any reviews of the work that are deemed necessary. Support the EOR in the development of a list of deficiencies to be corrected by the Contractor before recommending Substantial Completion be granted and/or any partial release or reduction of retainage is made.
- b. Support the EOR in conducting a final review of the Project for conformance with the design concept of the Projects and general compliance with the construction contract documents.
- c. Support the EOR in obtaining legal releases, permits, warranties, spare parts, O&M manuals, as-built drawings, and keys from the Contractor. Review closeout submittals and other documents and make recommendation for final payment to Contractor when appropriate.

xiv. Record Documents

- a. Receive and review record drawings from Contractor. Transmit drawings and other documents as needed to EOR for preparation of "Record Drawings," indicating locations of project elements and final built conditions of project components. Drawings prepared by incorporating notes, Contractor field notes and City field notes taken at the project during the construction process.

b. Construction Management Roles

i. Construction Manager / Assistant Construction Manager:

- a. Construction Managers will manage and administer the day-to-day requirements of the Projects and coordinate regularly with the City's Program Manager.
- b. CM will serve as the liaison between the City, the CMAR/Contractor, and the EOR. The CM provide leadership to the assigned Inspectors in the performance of their inspection duties.
- c. Primary responsibilities of CM include the following:
 - 1) Serve as the primary point of contact, with primary responsibility for construction contract administration and quality assurance.
 - 2) Provide direction and manage the efforts of Inspectors. Manage Inspectors as a resource across construction tasks.

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- 3) Manage the quality of services provided by Inspectors to determine that their duties are performed in a timely manner.
- 4) Work with City staff when needed to coordinate construction activities that may impact the City's ongoing operations. Coordinate upcoming shut-downs at the plant site and coordinate with the City's Project Manager to prepare a Shut-Down Request Form following the City's policies and procedures.
- 5) Attend progress meetings and report on project progress.
- 6) Review daily construction reports prepared by the Inspectors and discuss any issues noted with the Inspector and other parties as required.
- 7) Monitor overall construction of the project and determine that construction is in conformance with Contract Documents. Recognize when an issue might impact or improve scheduling or construction operation on another known efforts and bring this to the attention of the City's Project Manager.
- 8) Coordinate with Contractor to resolve any issues or disputes related to construction. Support the City's Project Manager in the resolution of any disputes or claims that cannot be resolved at the field level.
- 9) Support administration and negotiations of claims with Contractor with support from the EOR.
- 10) Recognize risk elements of the risk management plan and initiate countermeasures as directed.
- 11) Provide progress reports to the City Project Manager for updating and presentation purposes to City upper management and the Board.
- 12) Manage the efforts of the construction materials testing laboratories and technicians.
- 13) Coordinate with document management staff to verify that all documentation is filed properly in both digital and hard copy files as required.
- 14) Verify that the inspectors have reviewed the quantities of work in place, review the payment requests and supporting documentation, and recommend the amount the CMAR/Contractor be paid on monthly and final payment requests.
- 15) Administer Construction Contracts: Prepare project documentation in accordance with the contract documents.

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- 16) Manage the receipt, logging, control, tracking, and timely processing of all Project documents using the CMAR's Project Management Information System (PMIS).
- 17) Schedule and conduct construction progress meetings with CMAR/Contractor, City, EOR, and other staff.
- 18) Attend other on-site project related construction meetings, as needed.
- 19) Review Shop Drawings received from the Contractor for conformance with the Contract Documents' submittal requirements and administrative completeness. Distribute shop drawings to the appropriate EOR staff and monitor the responsiveness of the EOR during the review process.
- 20) Work directly with the EOR to see that documentation and submittals provided for review are returned with adequate and timely written review comments. Determine that design issues related to requests for information on construction documents, Shop Drawing reviews, and proposed contract modifications are adequately addressed.
- 21) Consolidate written comments on Shop Drawings and other submittals by the EOR and return to the Contractor.
- 22) Review Contractor Requests for Information. Distribute requests to inspectors, City PM, other appropriate staff, and EOR when applicable and coordinate timely response. Review answers and prepare formal response to Contractor pursuant to contract documents.
- 23) Prepare notices of defective work. Coordinate the resolution of non-compliant work with the Contractor, and the City. Document and follow up on non-conforming work to determine that acceptable correction of defects is accomplished.
- 24) Initiate and review field orders. Record the changes in the record contract documents.
- 25) Coordinate evaluation of product substitution requests with City staff, and the EOR.
- 26) Administer and manage resolution of day-to-day construction issues. Coordinate with the CITY PM, EOR, and Contractor on technical issues and concerns working to resolve disputes at the Project level and keep Construction Manager informed of issues.
- 27) Review schedules presented in accordance with the Contract Documents. Coordinate with a P6 schedule analyst monthly to review and report on the contractor's P6 schedule.

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- 28) Review and coordinate approval of a Schedule of Values. Conduct monthly schedule and progress payment meetings with the Contractor. Work with the Contractor to have pay requests ready for City processing in accordance with the Contract Documents. Determine that documentation required for measurement for payment of work is in place and that the materials on hand are accurate.
- 29) Implement the Change Management process in accordance with the Contract Documents. Prepare Requests for a Change Proposals for City initiated changes to the work. Respond to Contractor's Change Proposals. Prepare written justification statements and include cost estimates for each Change Proposal. Include a description of the background explaining the reason for the change, resolution alternatives, and resolution recommendation for action by the City. Prepare and submit Change Request Form and the justification memo with all of the appropriate back-up information in accordance with the Contract Documents and City Policy. Change Orders and Contract Amendments require approval from the City.
- 30) Maintain a working set of record documents. Determine that measurements required for record documents are taken before work is covered.
- 31) Take photographs to document differing site conditions, change order and claim items, and any special or unique conditions as they arise.
- 32) Manage Project completion activities as required by the Contract Documents.
- 33) Manage the process of closing out the construction contract.
- 34) Recommend acceptance of the work in writing in preparation of issuance of the Certificate of Substantial Completion, recommendation to the Board, Notice of Completion, and the City's Internal Notice of Completion.
- 35) Prepare final Change Orders as required. Classify and summarize the change orders and include in the final construction summary report.
- 36) Prepare an Internal Notice of Completion addressed to the City's Operations and Maintenance Department.
- 37) Coordinate with the City's Project Manager to assist with the development of a list of deficiencies to be corrected by the Contractor before recommendation of final payment.

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38) Coordinate with the Contractor to provide O&M Manuals to the City and training is developed and delivered to City Staff in a timely manner.

ii. On-Site Representatives:

- a. Provide Civil, Structural, Electrical, and Instrumentation & Controls inspection services.
- b. Primary responsibilities of Inspectors include the following:
 - 1) Serve as point of contact for the CM, with primary responsibility for construction quality assurance.
 - 2) Observe construction work daily to determine that construction is in conformance with Construction Contract Documents. In this effort the On-Site Representatives will endeavor to protect the City against defects and deficiencies in the work of contractor.
 - 3) Prepare Daily Construction Reports (DCRs) documenting daily construction activities in PMIS, number of construction staff on site, equipment staged and/or operating on site, visitors to the site, discussions of any field issues with any parties, and any other information pertinent to or potentially impacting the Project.
 - 4) Assist the CM and the CITY staff when needed to coordinate construction activities that may impact the CITY's ongoing operations.
 - 5) Coordinate the efforts of CMT laboratories and technicians.
 - 6) Verify quantities of work in place and assist CM in the review of the payment requests and supporting documentation.
 - 7) Attend periodic project coordination meetings (semi-monthly or monthly) when requested by the CM to provide updates and inputs on construction progress and issues as appropriate.
 - 8) Attend other project related construction meetings as needed.
 - 9) Assist CM in preparation of notices of defective work. Assist in coordinating the resolution of non-compliant work with the contractor. Document and follow up on non-conforming work to determine that acceptable correction of defects is accomplished.
 - 10) Maintain a working set of record documents. Determine that measurements required for record documents are taken before work is covered.
 - 11) Take photographs to document differing site conditions, change order and claim items, and any special or unique conditions as they arise.

iii. Administrative Assistant (AA):

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- a. The Administrative Assistant will provide administrative support for the Construction Manager and On-site Project Representatives.
- b. Edits, formats, and finalizes project-related documents, including outsourcing where necessary for binding and/or copying services.
- c. Assist CM with on-boarding new on-site representatives.
- d. Helps maintain inventory of office supplies.
- e. Primary responsibilities of AA include the following:
 - 1) Assist CM with scheduling and coordinating meetings and video calls. Attend progress meetings and other on-site meetings in support of the CM to assist with the development of agendas and the preparation and distribution of meeting notes.
 - 2) Assist in the preparation of daily reports. Review reports and correct for formatting and work with RPRs and CMs to provide missing information as necessary.
 - 3) Assist CM with development of progress reports.
 - 4) Assist CM with contacting and coordinating CMT services.
 - 5) Assist document management staff to verify that all documentation is filed properly in both digital and hard copy files as required at the project level and the program level (SharePoint).
 - 6) Assist CM with the receipt, logging, control, tracking, and timely processing of all Project documents using the CMAR's PMIS at the project level and the Program Manager at the program level (SharePoint).
 - 7) Assist CM with collecting submittal review comments from reviewers.
 - 8) Assist CM in preparation of notices of defective work.
- c. Limitations of Authority of Construction Management:
 - i. The CM will not authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items), unless authorized by City and EOR via Change Order, Field Order, or other written authorization for or-equal items.
 - ii. The CM will not exceed the authority as set forth in Agreement or the Contract Documents.
 - iii. The CM will not undertake any of the responsibilities of CMAR Contractor, Subcontractor, Suppliers, or CMAR Contractor's superintendent.
 - iv. On site representative services do not relieve the CMAR Contractor of its contractual responsibility for construction quality.
 - v. The CM will not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences, or procedures of

EXHIBIT A4
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construction unless such advice or directions are specifically required by the Contract Documents.

- vi. The CM will not advise on; issue directions regarding or assume control over safety precautions and programs in connection with the Work or any activities or operations of City or Contractor.
- d. Schedule:
- i. Refer to the enclosed schedule for the assumed "Construction Management On-Site Personnel". The following list is a summary of the enclosed schedule.

Position	Budgeted Hours this Amendment*
Construction Manager/Lead Inspector	2220
Assistant CM	2400
On-Site Representative 1	2050
On-Site Representative 2	1850
On-Site Representative 3	1300
On-Site Representative 4 (EI&C)	1300
On-Site Engineer – Part Time	480
On-Site Administrative Assistant	1040

*Assumes a work schedule of 5 days per week, 10 hours per day, and 12 months of the construction period and does not include additional seasonal shift work during the summer.

CM will include a summary of hours worked in each monthly report. The CM will notify the City and Program Manager if longer or additional shifts are required causing the actual work hours to exceed the total estimated hours in this proposal. CM will prepare an amendment to the contract for compensation for additional hours.

- e. Deliverables:
- i. Construction Management Plan (saved electronically and/or the Program PMIS site).
 - ii. Documentation and Summary Memos for Allowance, Contingency, and Change Order Requests.
 - iii. Monthly Schedule Review Memos (submitted electrically by email and saved to PMIS and/or the Program PMIS site).
 - iv. Monthly invoices and Project Status Reports (submitted electrically by email and saved to PMIS and/or the Program PMIS site).
 - v. Meeting Agendas and Meeting Minutes.
 - vi. Daily Construction Reports, including photos, will be loaded into PMIS.

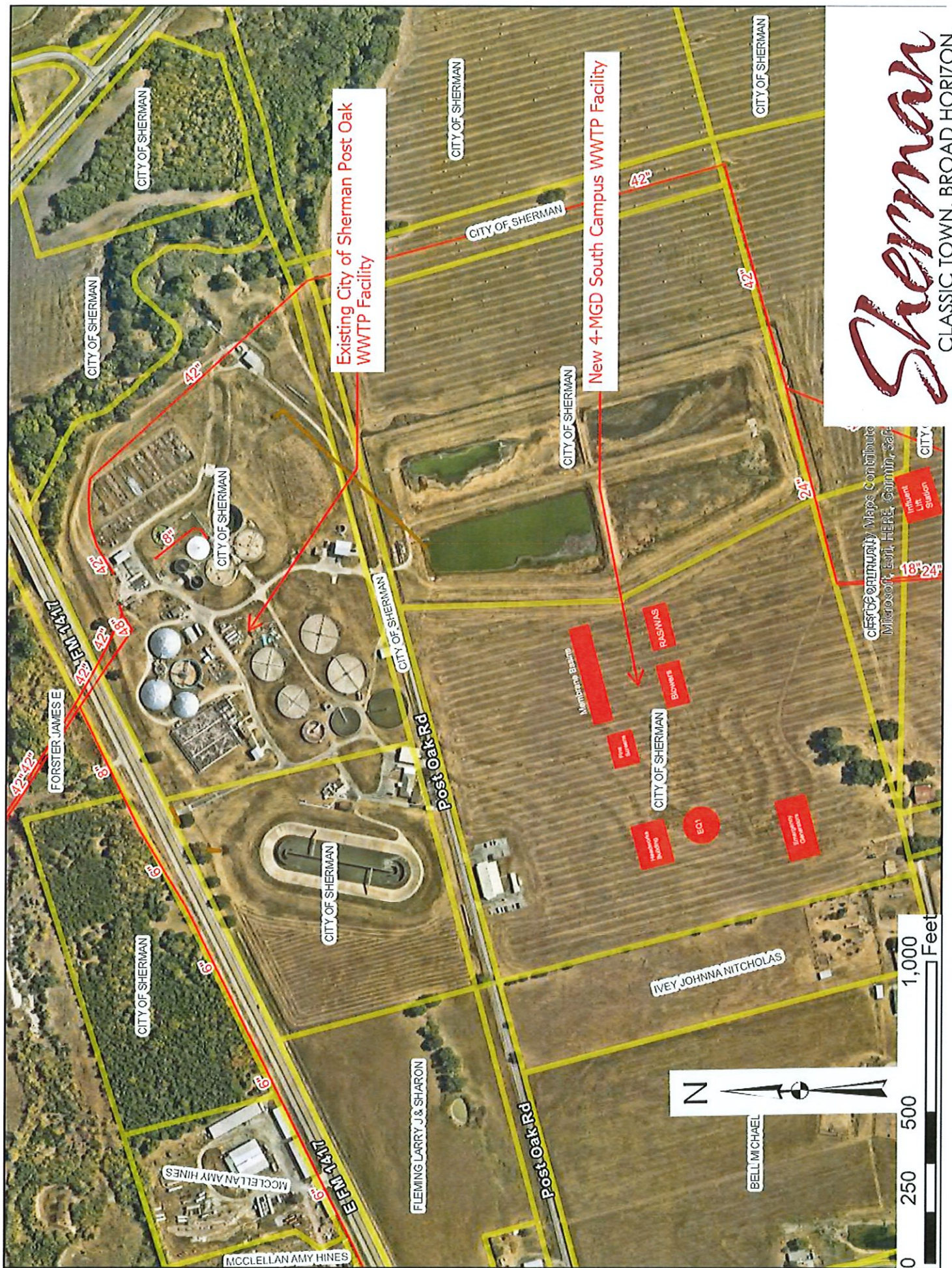
EXHIBIT A4
AMENDMENT NO. 4 - SCOPE OF SERVICES

- f. Recurring Meetings:
 - i. Bi-weekly construction progress meetings with City, CM, Contractor to discuss construction specific topics.
 - ii. Monthly project meetings with City, Contractor, EOR, and CM Team for the benefit of the City Staff to provide overview of progress of construction and to discuss any major project issues.

EXHIBIT B4
AMENDMENT NO. 4 - PROJECT DESIGN BUDGET SUMMARY

I. Special Services (Time & Materials)

Scope Item – South WWTP MBR		Fee
A	Construction Management and Resident Project Representative Services (through second 12 months of construction)	\$ 1,846,727
B	Master Plan Deduct	(\$ 390,000)
Total Special Services Amendment No. 4:		\$ 1, 456,727
TOTAL AMENDMENT NO. 4 NOT TO EXCEED		\$ 1, 456,727



Sherman
CLASSIC TOWN. BROAD HORIZON.





City Council Regular Meeting

Agenda Item No. H.1.

Meeting Date: 5/19/2025

Prepared By: Linda Ashby, City Clerk

Approved By: Zachary Flores, Acting City Manager

Caption:

*** OTHER BUSINESS**

Consider and act on Atmos Energy Corporation's acceptance of Ordinance No. 6767, approved by City Council on August 3, 2024, which granted a franchise agreement to Atmos Energy Corporation subject the terms thereof.

Issue:

To approve and accept a Franchise Agreement with Atmos Energy Corporation that was originally approved by Ordinance 6767, on August 3, 2024.

Background:

The City Council approved a Franchise Agreement with Atmos Energy Corporation at the August 3, 2024 City Council Meeting. Acceptance of the Franchise must be filed with the City Clerk within 60 days of approval.

Atmos Energy did not receive the agreement within the 60 day timeframe. They need a Modified Acceptance Letter acknowledging that the acceptance was out of time, and ratified by the City.

Capital Improvement Program:

Origination:

Atmos Energy Corporation

Financial Consideration:

There is no financial consideration.

Staff Recommendation:

It is the recommendation of the staff, that the Modified Acceptance Letter be signed by the City Clerk and returned to Atmos Energy Corporation.

Alternatives:

The Council could choose not to sign the letter.

Attachments:

1. Atmos Energy Corporation Modified Acceptance Letter
2. Ordinance 6767

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

WHEREAS, there was finally passed and approved on August 3, 2024, Ordinance No. 6767 granting to Atmos Energy Corporation, its successors and assigns, a franchise to furnish and supply gas to the general public in the City of Sherman, Grayson County, Texas, for the transporting, delivery, sale and distribution of gas in, out of and through said municipality for all purposes, which is recorded in the Minutes of the City Council of said City; and

WHEREAS, Section 7 of Exhibit A to said ordinance provides, in part:

"SECTION 7. ACCEPTANCE OF FRANCHISE: In order to accept this Franchise, Atmos Energy must file with the City Secretary its written acceptance of this Franchise ordinance within sixty (60) days after its final passage and approval by City. If such written acceptance of this Franchise ordinance is not filed by Atmos Energy, the franchise ordinance shall be rendered null and void."

WHEREAS, Atmos Energy Corporation did not file its written acceptance within sixty (60) days after final passage and approval by City as contemplated in Section 7 of Exhibit A;

AND, WHEREAS, Atmos Energy Corporation and the City of Sherman desire to enter into and be bound by the agreement that is Exhibit A to Ordinance 6767.

NOW, THEREFORE, Atmos Energy Corporation, acting by and through its duly authorized officers, does hereby agree to and accept the Franchise granted to it by the above-described ordinance, in accordance with its terms, provisions, conditions and requirements and subject to the stipulations and agreements therein contained.

WITNESS THE EXECUTION HEREOF, on this the ____ day of May, 2025.

Atmos Energy Corporation

Vice President, Mid-Tex Division

STATE OF TEXAS	§
COUNTY OF GRAYSON	§
CITY OF SHERMAN	§

I, Linda Ashby, City Clerk of the City of Sherman, Texas, do hereby certify that the above and foregoing is a true and correct copy of a formal acceptance of a franchise ordinance finally passed and approved by said City on August 3, 2024, and of record in the Minutes of the City; and I do further certify that said acceptance has been duly presented to and accepted by the City Council and filed in connection with and as a part of said Franchise ordinance.

OF WHICH, witness my official signature and the seal of said City on this the _____ day of May, 2025.

Linda Ashby, City Clerk
City of Sherman, Texas

ORDINANCE NO. 6767

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, REPEALING ORDINANCE NO. 5562 AND ADOPTING THIS ORDINANCE TO GRANT TO ATMOS ENERGY CORPORATION, A TEXAS AND VIRGINIA CORPORATION, ITS SUCCESSORS AND ASSIGNS, A NON-EXCLUSIVE FRANCHISE TO CONSTRUCT, MAINTAIN, AND OPERATE GAS PIPELINES AND EQUIPMENT IN THE CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, FOR THE TRANSPORTATION, DELIVERY, SALE, AND DISTRIBUTION OF GAS IN, OUT OF AND THROUGH SAID CITY FOR ALL PURPOSES; PROVIDING FOR THE PAYMENT OF A FEE OR CHARGE FOR THE USE OF RIGHTS-OF-WAY; AND PROVIDING THAT SUCH FEE SHALL BE IN LIEU OF OTHER FEES AND CHARGES, EXCEPT AD VALOREM TAXES; AND PROVIDING FOR SAVINGS/REPEALING AND SEVERABILITY CLAUSES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Sherman, Texas ("City Council") previously adopted Ordinance No.5562 relating to the granting of a gas franchise to Atmos Energy Corporation, Mid-Tex Division to operate in the City of Sherman, Texas ("Sherman" or "City"); and

WHEREAS, Atmos Energy is engaged in the business of furnishing and supplying gas to the general public in Sherman, including the transportation, delivery, sale and distribution of gas in, out of and through Sherman for all purposes, and is using the public rights-of-way within Sherman for that purpose under the terms of franchise Ordinance No.5562, heretofore duly passed by the Sherman City Council; and

WHEREAS, the City Council has further investigated and determined Ordinance No.5562 should be repealed in their entirety and that this Ordinance should be adopted for purposes of granting a non-exclusive franchise to Atmos Energy, which is attached hereto and incorporated herein for all purposes.

WHEREAS, all required legal notices have been given in the manner and form set forth by law.

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: Repeal of Ordinance No.5562. Ordinance No. 5562 are hereby repealed in their entirety and replaced by this Ordinance, including **Exhibit "A"** attached hereto and incorporated herein for all purposes. The effective date of the repeal discussed in this Section shall not occur until the effective date of this Ordinance, and the acceptance by Atmos Energy as set forth below, at which time Ordinance No. 5562 shall be repealed. Such repeal shall not abate or extinguish any obligations that have been incurred but not fulfilled under the prior ordinances, including but not limited to the payment of any franchise fees which are due and owing.

SECTION 3: 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 4: Savings/Repealing. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict.

SECTION 5: Acceptance by Franchisee. This Ordinance shall be effective if Atmos Energy files its written acceptance, by using the form attached as **Exhibit "B"** and incorporated herein with the CityClerk, not later than sixty (60) days after the date of Council's passage of this Ordinance. A failure to file a fully executed acceptance within the sixty (60) day time frame shall render the City Council's passage and approval of this Ordinance void without further action.

SECTION 6: Effective Date: This Ordinance shall be effective upon passage and publication, provided that Atmos Energy has filed its acceptance of this Ordinance within the terms as described in **Exhibit "A"**. If Atmos Energy accepts this Ordinance, the Ordinance becomes effective as of January 1, 2024.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this 3rd day of August 2024.

CITY OF SHERMAN:



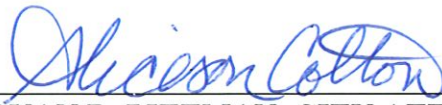
David Plyler, Mayor

ATTEST:



Linda Ashby, City Clerk

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



~~RYAN D. PITTMAN~~, CITY ATTORNEY
Aliceson Cotton

Dates of Publication: September 17 & 19, 2024, *Herald Democrat*

EXHIBIT "A"

CITY OF SHERMAN GRANT OF FRANCHISE TO ATMOS ENERGY CORPORATION TO CONSTRUCT, MAINTAIN AND OPERATE GAS PIPELINES AND EQUIPMENT IN THE CITY OF SHERMAN, GRAYSON COUNTY, TEXAS

SECTION 1. GRANT OF AUTHORITY.

A. City (hereinafter defined) hereby grants to Atmos Energy (hereinafter defined) the non-exclusive privilege and license to use and occupy the Public Rights-of-Way (hereinafter defined) for the purpose of laying, maintaining, constructing, protecting, operating and replacing therein and thereon its System or System Facilities (hereinafter defined) to Persons (hereinafter defined), said privilege and license being granted for a term of twenty-five (25) years ending December 31, 2048.

The provisions set forth in this Ordinance represent the terms and conditions under which Atmos Energy shall lay, maintain, construct, protect, operate and replace the System within City ("Franchise" or "Ordinance"). The Franchise is subject to the terms and conditions contained herein and any and all applicable provisions of the Texas Constitution, the City Charter, City ordinances, rules, regulations and/or or requirements, State and federal laws, statutes, rules and regulations, including but not limited to, the rules and regulations of any and all agencies thereof, as each exists, and as may be amended or enacted in the future. The Franchise shall in no way affect or impair any rights, obligations, powers vested in and to either Party, including but not limited to, regulatory powers, or remedies of the Parties under the Gas Utility Regulatory Act, the Texas Constitution, the City Charter, City ordinances, rules, regulations and/or or requirements, including but not limited to, City's regulation of the use of Public Rights-of-Way, and State and federal laws, statutes, rules and regulations, as each exists, and as may be amended or enacted in the future, except as has been agreed to by this Franchise. Unless provided otherwise in this Franchise, no Party shall be deemed to waive, release, surrender and/or relinquish any and all rights and powers vested in and to it, including but not limited to, the right and power of self-governance and lawful regulatory powers, the right to contest, appeal or file suit with respect to any action or decision of the other Party made contrary to either Party's rights, obligations, and powers, including but not limited to, regulatory powers, remedies of the Parties under the Texas Utility Regulatory Act, the Texas Constitution, the City Charter, City ordinances, rules, regulations and/or or requirements, City's regulation of the use of Public Rights-of-Way, State and federal laws, rules and regulations, as each exists, and as may be amended or in the future arising; provided, however,

all administrative remedies must first be exhausted. Atmos Energy agrees that it will not arbitrarily refuse to provide service to any Person for whom it is economically feasible for the Company to serve.

B. Non-Exclusive Use. This Ordinance does not provide Atmos Energy with exclusive use of the Public Rights-of-Way, and City shall have the right to permit other providers of services to install equipment or devices in the Public Rights-of-Way. Nothing in this Ordinance shall be construed to obligate City to grant Atmos Energy permission to use any particular facility, property or Public Rights-of-Way not covered by this Agreement.

C. No Priority. This Ordinance does not establish any priority for the use of the Public Rights-of-Way by Atmos Energy or by any present or future recipients of franchise agreements, easement holders or other permit holders. In the event of any dispute as to the priority of use of the Public Rights-of-Way, the priority shall be determined by City.

D. Compliance with Law. Atmos Energy shall be subject to and comply with all applicable and controlling local, State and federal laws, including the rules and regulations of any and all agencies thereof, whether presently in force or whether enacted or adopted at any time in the future. In constructing, maintaining and/or operating the System, Atmos Energy shall act in a good and workmanlike manner, observing high standards of engineering and workmanship and using materials of good and durable quality. In addition, Atmos Energy shall comply, in all respects, with applicable codes and industry standards.

E. Right of Condemnation Reserved. Nothing in this Ordinance shall limit any right City may have to acquire by eminent domain any real property of Atmos Energy.

SECTION 2. DEFINITIONS. For the purposes of this Ordinance, the following terms, phrases, words, and their derivations shall have the meanings given herein. When not inconsistent with the context, words in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

A. "Affiliate" shall mean in relation to Atmos Energy, a person that controls, is controlled by, or is under common control with Atmos Energy. As used in this definition, the term "control" means, with respect to a Person that is a corporation, the ownership, directly or indirectly, of more than fifty percent (50%) of the voting securities of such Person, or with respect to a Person

that is not a corporation, the power to direct the management or policies of such person, whether by operation of law, by contract, or otherwise.

B. "Agreement" and "Ordinance" shall mean this Ordinance and the Agreement of the Parties as provided herein.

C. "Atmos Energy" shall mean Atmos Energy Corporation, Mid-Tex division, its successors and assigns, but does not include an Affiliate, which shall have no right or privilege granted hereunder except through succession or assignment in accordance with this Ordinance.

D. "City" shall mean the City of Sherman, Texas.

E. "City Manager" shall mean City's chief executive officer, or his or her designee.

F. "Party" or "Parties" shall mean City and Atmos Energy, individually and collectively.

G. "Person" shall mean any natural person, including all of the general public, or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for-profit, located within the City of Sherman city limits.

H. "Public Facilities" shall mean all present and future water facilities, sanitary sewer facilities, storm sewer facilities, communication facilities, irrigation facilities, water reuse facilities and any other facility or line owned or maintained by the City.

I. "Public Right(s)-of-Way" shall mean City of Sherman public streets, alleys, highways, bridges, public thoroughfares, sidewalks, public utility easements and other authorized public grounds that allow gas utilities, as they now exist or may be hereafter constructed, opened, laid out or extended within the present corporate limits of City, or in such territory as may hereafter be added to, consolidated or annexed to City.

J. "State" shall mean the State of Texas.

K. "System" or "System Facilities" shall mean all of Atmos Energy's pipes, pipelines, gas mains, laterals, feeders, regulators, meters, fixtures, connections, and all other appurtenant equipment used in or incident to providing delivery, transportation, distribution, supply and sales of natural gas for heating, lighting, and power, located in the Public Rights-of-Way within the corporate limits of City, as amended from time-to-time, during the term of this Franchise.

L. "Transport Customer" shall mean any Person of which Atmos Energy transports gas through the System of Atmos Energy within City's Public Rights-of-Way for delivery within City (excluding other gas utilities in City who resell gas to their customers within City).

SECTION 3. CONSTRUCTION, MAINTENANCE, OPERATION AND RELOCATION OF ATMOS ENERGY SYSTEM FACILITIES.

A. General Provisions. Atmos Energy shall lay, maintain, construct, operate, and replace its pipes, mains, laterals, and other equipment to minimize interference with traffic, place or cause to be placed appropriate barriers to mark excavations or obstructions, and restore to approximate original condition all Public Rights-of-Way that Atmos Energy, its agents, contractors or representatives may disturb, all in accordance with all applicable City regulations and ordinances. In determining the location of the facilities of City and other users of Public Rights-of-Way within City, City shall minimize interference with then-existing System Facilities of Atmos Energy and agrees to work with Atmos Energy and other users of Public Rights-of-Way in order to minimize, to the extent reasonably possible, interference with existing System Facilities of Atmos Energy by other users of the Public Right-of-Way. In the event of a conflict between the location of the proposed System Facilities of Atmos Energy and the location of the existing facilities of City or other users of the Public Rights-of-Way within Public Rights-of-Way and the parties involved have been unable to resolve such conflict through their good faith efforts, City or an authorized agent of City shall resolve the conflict and determine the location of the respective facilities within the Public Rights-of-Way.

Atmos Energy or contractors working on behalf of Atmos Energy shall be required to obtain permits for construction, excavation and/or obstructions in Public Rights-of-Way in connection with Atmos Energy's operations in Public Rights-of-Way, as provided in City regulations and ordinances, but shall not be required to pay for such permits. City shall make available to Atmos Energy its annual capital improvements plan as well as any updates or changes as soon as the plan, update, or change becomes available. City shall notify Atmos Energy as soon as reasonably possible of any projects that will affect Atmos Energy's System Facilities located in the Public Rights-of-Way. When required by City to remove or relocate its mains, laterals, and/or other System Facilities lying within Public Rights-of-Way, Atmos Energy shall do so as soon as practically possible with respect to the scope of the project.. In no event shall Atmos Energy be required to remove or relocate its System Facilities in less than thirty (30) days from the time notice is given to Atmos Energy by City.

B. Relocation.

If City, on its own or through a contractor(s), constructs, reconstructs, repairs, improves, widens, or straightens its Public Rights-of-Way, sewers, drainage, water lines, streets or Public Facilities, and requests that Atmos Energy remove or relocate its mains, laterals, and other System Facilities lying within Public Rights-of-Way, Atmos Energy shall do so at its own expense for System Facilities that are in conflict, unless such work is for the purpose of beautification, or to accommodate a private developer in connection with a project not included on City's approved Capital Improvements Project Plan, or to accommodate mid-block improvements provided by a private developer. For the purposes of this Section, the term "mid-block improvements" means improvements to a City thoroughfare not located at an intersection. Atmos Energy and City shall jointly determine whether and the extent to which System Facilities are in conflict in reference to gas distribution industry standard safe operating practices for existing facilities. All such removals or relocations shall be performed in accordance with applicable City ordinances. Atmos Energy shall not be required to relocate System Facilities to a depth of greater than four (4) feet unless prior agreement is obtained from Atmos Energy.

When Atmos Energy is required by City to remove or relocate its mains, laterals, and other System Facilities lying within Public Rights-of-Way to accommodate a request by City, and costs of utility removals or relocations are eligible under federal, State, county, local or other programs for reimbursement of costs and expenses incurred by Atmos Energy as a result of such removal or relocation, and such reimbursement is required to be handled through City, Atmos Energy costs and expenses shall be included in any application by City for reimbursement if Atmos Energy submits its cost and expense documentation to City prior to the filing of the application. City shall provide reasonable written notice to Atmos Energy of the deadline for Atmos Energy to submit documentation of the costs and expenses of such relocation to City in order for City to be able to submit its application for reimbursement to such program in a timely manner. In the event that City does not provide sufficient written notice to Atmos Energy as set forth in this paragraph, and, as a result, the opportunity for Atmos Energy to receive reimbursement through City from such program of costs and expenses incurred by Atmos Energy as a result of such removal or relocation is lost or forfeited, then City shall be responsible for fifty percent (50%) of the cost of the removal or relocation of Atmos Energy's System Facilities.

If Atmos Energy is required by City to remove or relocate its mains, laterals, or other System Facilities lying within Public Rights-of-Way for any reason other than the construction, reconstruction, improving, repair, widening, or straightening of its Public Rights-of-Way, sewers, drainage, water lines, streets or Public Facilities by City, Atmos Energy shall be entitled to reimbursement from City or others of the cost and expense of such removal or relocation.

When Atmos Energy is required to remove or relocate its mains, laterals or other System Facilities to accommodate construction by City and/or its contractors without reimbursement from the City, Atmos Energy shall have the right to seek recovery of relocation costs as provided for in applicable State and/or federal law. Nothing herein shall be construed to prohibit, alter, or modify in any way the right of Atmos Energy to seek or recover a surcharge from customers for the cost of relocation pursuant to applicable State and/or federal law. City shall not oppose recovery of relocation costs when Atmos Energy is required by City to perform relocation. City shall not require that Atmos Energy document request for reimbursement as a pre-condition to recovery from customers of such relocation costs pursuant to applicable State and/or federal law. However, the City retains the right to oppose such surcharge and shall have the right to request and receive Atmos Energy's project and cost documentation. Notwithstanding the foregoing, the City shall have the right to request other project documentation to the full extent provided by state law.

C. Abandonment. If pursuant to City Council action, the City abandons any Public Right-of-Way in which Atmos Energy has System Facilities for public safety reasons or in furtherance of a public project, City shall determine whether it is appropriate to retain a public utility easement in such Public Right-of-Way for use by Atmos Energy. If City determines, in its sole discretion, that the continued use of the Public Right-of-Way by Atmos Energy is compatible with the abandonment of the Public Right-of-Way, then in consideration of the compensation set forth in Section 5, and to the maximum extent of its right to do so, City shall grant Atmos Energy an easement for such use, and the abandonment of the Public Right-of-Way shall be subject to the right and continued use of Atmos Energy. If City determines, in its sole reasonable discretion, that it is not appropriate to retain a public utility easement in such Public Right-of-Way, Company shall be responsible, subject to the provisions of Section 3, for relocating its System from such Public Right-of-Way, as directed by City. If Public Right-of-Way is sold, conveyed, abandoned, or surrendered by City to a third party, such action shall be conditioned on Atmos Energy's right to maintain its use of the former Public Right-of-Way. If a person or entity to whom the Public Right-

of-Way is abandoned requests Atmos Energy to remove or relocate its System Facilities and Atmos Energy agrees to such removal or relocation, such removal or relocation shall be at the expense of the party requesting the removal or relocation. In the event of a third party requesting the relocation, if relocation cannot practically be made to another Public Right-of-Way, the expense of any right-of-way acquisition shall be considered a relocation expense to be reimbursed by the party requesting the relocation. In no event shall City be responsible for any costs.

D. Furnish Maps. Upon request by City for a public health or safety purpose, Atmos Energy shall provide maps showing the location of its System Facilities and cooperate in locating its System Facilities when necessary to avoid conflict and protect the health and safety of the public. Such maps shall be confidential and are furnished solely for City's use and operations; however, Atmos Energy recognizes that City is subject to the Texas Public Information Act, TEX. GOV'T CODE, Chapter 552.001, *et seq.*, as amended ("Act") with respect to same. Should City receive a request ("Request") to copy or inspect information expressly designated by Atmos Energy as "proprietary" or "confidential" pursuant to the Act, City will comply with § 552.305 of the Act, or its successor provision, if any, and seek an opinion from the Attorney General; provided, however, City shall not, under any circumstance, be required to urge any and all exceptions and/or arguments in support thereof, but will simply notify the Attorney General of the Request and that Atmos Energy has been provided with a third party notice letter in compliance with the Act. City shall not be liable to Atmos Energy for the release of any information the City is required to release by law.

E. Right of Inspection. City shall have the right to inspect all construction, reconstruction, installation work and/or any other work performed by Atmos Energy and to make such tests as it deems necessary to ensure compliance with the terms of this Agreement, City ordinances, and any other local, State, or federal laws.

F. Placement of Fixtures. Atmos Energy shall not place any part of the System or similar fixtures where the same will unduly interfere with any gas, electric, or telephone fixture, water hydrant or main, drainage facility or sanitary sewer, or other utility and all such improvements shall be placed in such manner as not to unreasonably interfere with the usual travel or use of the Public Rights-of-Way. The right to place any part of the System and similar fixtures under this Agreement is limited to the Public Rights-of-Way.

G. Installation of Meter. If a meter is to be installed in or near the Public Rights-of-Way, Atmos Energy agrees to discuss with the Public Works Director or his or her designee, the aesthetics, safety and location of the meter placement and to accommodate the request of City to the maximum extent possible. If City requests a meter upgrade, Atmos Energy will comply so long as City reimburses Atmos Energy for the reasonable costs incurred by Atmos Energy in changing meters. In no event, however, shall underground meters be required.

H. Duty to Serve. Atmos Energy hereby agrees that it will not arbitrarily refuse to provide service to any person having a service location within the City who meets Atmos Energy's reasonable credit requirements that is economically feasible for Atmos Energy to serve. In the event that a Person is refused service, said Person may request a hearing before the City Council of City or its designee, said hearing to be held within forty-five (45) days from the date of the request for hearing. The City Council may order Atmos Energy to provide service or take any other action necessary to bring Atmos Energy into compliance with the intent of the City Council in granting this Franchise, including the termination or forfeiture provisions included herein. The City Council may render its opinion at this meeting but in no event shall it be required to act in less than fourteen (14) days.

I. Compliance with Railroad Commission Rules and Regulations. Atmos Energy must comply with all customer service rules and regulations, as they exist or may be amended and/or created, set by the Railroad Commission of Texas or an agency of the State regulating the activities of gas utilities in Texas.

SECTION 4. INDEMNITY AND INSURANCE.

A. **ATMOS ENERGY DOES HEREBY AGREE TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS CITY AND ITS CITY COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES FROM AND AGAINST ALL DAMAGES, INJURIES (INCLUDING DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEYS' FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY), CAUSED BY THE NEGLIGENT, GROSSLY NEGLIGENT, AND/OR INTENTIONAL ACT AND/OR OMISSION OF ATMOS ENERGY, ITS AGENTS, OR ANY OTHER THIRD PARTIES FOR WHOM ATMOS ENERGY IS LEGALLY RESPONSIBLE, IN ITS/THEIR USE OR OCCUPANCY OF CITY'S PUBLIC RIGHTS-OF-WAY. ATMOS ENERGY IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS; PROVIDED,**

HOWEVER, IF A COURT OF COMPETENT JURISDICTION SIGNS A JUDGMENT THAT BECOMES FINAL AND NON-APPEALABLE, DETERMINING THAT 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 (THE "JUDGMENT"), THEN ATMOS ENERGY IS NOT REQUIRED TO INDEMNIFY CITY TO THE EXTENT OF THE NEGLIGENCE APPORTIONED TO CITY FOR EACH CAUSE 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 ATMOS ENERGY FOR ALL REASONABLE AND NECESSARY COSTS INCURRED AND PAID BY ATMOS ENERGY 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, TO ATMOS ENERGY WITHIN SIXTY (60) DAYS OF THE DATE THE JUDGMENT BECOMES FINAL AND NOT SUBJECT TO APPEAL.

IN ITS SOLE REASONABLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY ATMOS ENERGY 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 ATMOS ENERGY'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF ATMOS ENERGY'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. ATMOS ENERGY SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF ATMOS ENERGY FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND ATMOS ENERGY SHALL BE LIABLE FOR ACTUAL REASONABLE COSTS INCURRED BY CITY.

THIS SECTION 4.A SHALL APPLY TO ALL CLAIMS OR CAUSES OF ACTION ARISING FROM OR RELATED TO THIS AGREEMENT AND SURVIVE TERMINATION OF THIS AGREEMENT WITH RESPECT TO CLAIMS OR CAUSES OF ACTION ARISING DURING THE TERM OF THIS AGREEMENT.

B. Insurance. Atmos Energy will maintain an appropriate level of insurance and/or self-insurance in consideration of Atmos Energy's obligations and risks undertaken pursuant to

this Franchise. To the extent Atmos Energy's insurance of its obligations and risks undertaken pursuant to this Franchise is in the form of self-insurance then such self-insurance must be permitted by applicable law and be administered by Atmos Energy under a plan of self-insurance maintained in accordance with sound accounting and risk-management practices. Atmos Energy will furnish City with a letter evidencing such self-insurance signed by an authorized representative of Atmos Energy. Atmos Energy will furnish a new insurance certificate should there be any material reduction in the Company's insurance coverage. Atmos Energy will require its self-insurance to respond to the same extent as if an insurance policy had been purchased naming City as an additional insured, and any excess coverage purchased for the sole purpose of insuring Atmos Energy's obligations pursuant to this agreement will name City as an additional insured up to the amounts required by City's ordinance.

SECTION 5. PAYMENTS TO CITY.

A. Atmos Energy, its successors and assigns, agree to pay City, and City agrees to accept, on or before the 15th day of February, May, August, and November 2024, and on or before the same days of each succeeding year during the term of this franchise, a sum of money which shall be equivalent to five percent (5%) of the Gross Revenues, as defined in Section 5.B below, received by Atmos Energy during the preceding calendar quarter. Unless extended pursuant to Section 1, the last payment shall be on the 15th day of November, 2048.

B. "Gross Revenues"

- (1) all revenues received by Atmos Energy from the sale of gas to all classes of customers (excluding gas sold to another gas utility in City for resale to its customers within City) within City;
- (2) all revenues received by Atmos Energy from the transportation of gas through the System of Atmos Energy within City to customers located within City (excluding any gas transported to another gas utility in City for resale to its customers within City);
- (3) the value of gas transported by Atmos Energy for Transport Customers through the System of Atmos Energy within City ("Third Party Sales") (excluding the value of any gas transported to another gas utility in City for resale to its customers within City), with the value of such gas to be established by utilizing Atmos Energy's monthly Weighted Average Cost

of Gas charged to industrial customers in the Mid-Tex division, as reasonably near the time as the transportation service is performed; and

- (4) "Gross Revenues" shall also include "Contributions in Aid of Construction" ("CIAC"), revenues billed but not ultimately collected or received by Atmos Energy, and the following "miscellaneous charges": charges to connect, disconnect, or reconnect gas and charges to handle returned checks from consumers within City.
- (5) "Gross Revenues" shall not include:
- (a) the revenue of any affiliate or subsidiary of Atmos Energy;
 - (b) sales tax and franchise fees paid to City;
 - (c) interest or investment income earned by Atmos Energy; and
 - (d) monies received from the lease or sale of real or personal property, provided, except this exclusion does not apply to the lease of System Facilities within City's Public Rights-of-Way.

C. The franchise fee amounts based on CIAC shall be calculated on an annual calendar year basis (i.e. January 1 through December 31 of each calendar year). The franchise fee amounts that are due based on CIAC shall be paid at least once annually on or before April 30th each year based on the total CIAC recorded during the preceding calendar year. The initial CIAC franchise fee payment pursuant to this agreement will be due on or before April 30, 2025, and will be based on CIAC received from January 1, 2024, through December 31, 2024.

D. The initial payment for the rights and privileges herein provided shall be for the privilege period January 1 through March 31, 2024, and each succeeding payment shall be for the privilege period of the calendar quarter in which the payment is made as follows:

<u>Payment Due Date</u>	<u>Quarter Upon Which Payment is Based</u>	<u>Quarter for Which Payment is Made</u>
May 15th	January 1 – March 31	April 1 – June 30
August 15th	April 1 – June 30	July 1 – September 30
November 15 th	July 1 – September 30	October 1 – December 31
February 15 th	October 1 – December 31	January 1 – March 31

It is also expressly agreed that the aforesaid payments shall be in lieu of any and all other and additional occupation taxes, easement, franchise taxes or charges (whether levied as an ad

valorem, special, or other character of tax or charge), municipal license, permit, and inspection fees, bonds, street taxes, and street or alley rentals or charges, and all other and additional municipal taxes, charges, levies, fees, and rentals of whatsoever kind and character that City may now impose or hereafter levy and collect from Atmos Energy or Atmos Energy's agents, excepting only the usual general or special ad valorem taxes that City is authorized to levy and impose upon real and personal property. However, Atmos Energy's separate obligations to reimburse City for City's reasonable rate case expenses and for repair of Public Rights-of-Way in accordance with City's ordinances are not affected by Atmos Energy's payment of franchise fees hereunder. If the City does not have the legal power to agree that the payment of the foregoing sums of money shall be in lieu of taxes, licenses, fees, street or alley rentals or charges, easement or franchise taxes or charges aforesaid, then City agrees that it will apply so much of said sums of money paid as may be necessary to satisfy Atmos Energy's obligations, if any, to pay any such taxes, licenses, charges, fees, rentals, easement or franchise taxes or charges aforesaid.

E. Effect of Other Municipal Franchise Ordinance Fees Accepted and Paid by Atmos Energy. If after the effective date of this Ordinance, Atmos Energy agrees to a new municipal franchise ordinance with another municipality in Atmos Energy's Mid-Tex Division, which municipal franchise ordinance determines the franchise fee owed to that municipality for the use of its public rights-of-way in a manner that, if applied to City, would result in a franchise fee greater than the amount otherwise due City under this Ordinance, then the franchise fee to be paid by Atmos Energy to City pursuant to this Ordinance may, at the election of City, be increased so that the amount due and to be paid is equal to the amount that would be due and payable to City were the franchise fee provisions of that other franchise ordinance applied to City. City acknowledges that the exercise of this right is conditioned upon City's acceptance of all terms and conditions of the other municipal franchise *in toto*. City may request waiver of certain terms and Atmos Energy may grant, in its sole reasonable discretion, such waiver.

F. Atmos Energy Franchise Fee Recovery Tariff.

- (1) Atmos Energy may file with City a tariff or tariff amendment(s) to provide for the recovery of the franchise fees under this Agreement.
- (2) City agrees that: (i) as regulatory authority, it will adopt and approve the ordinance, rates or tariff which provide for one hundred percent (100%) recovery of such franchise fees as part of Atmos Energy's rates; (ii) if City

intervenes in any regulatory proceeding before a federal or State agency in which the recovery of Atmos Energy's franchise fees is an issue, City will take an affirmative position supporting one hundred percent (100%) recovery of such franchise fees by Atmos Energy; and (iii) in the event of an appeal of any such regulatory proceeding in which City has intervened, City will take an affirmative position in any such appeals in support of the one hundred percent (100%) recovery of such franchise fees by Atmos Energy.

- (3) City agrees that it will take no action, nor cause any other person or entity to take any action, to prohibit the recovery of such franchise fees by Atmos Energy.
- (4) Nothing contained in this Section 5.F shall be interpreted to alter or limit City's ability to reject or oppose, before any governmental body, agency, court or other regulatory authority, any portion of an ordinance, rate, tariff, etc. that is not to recover the Franchise Fees.

G. Statement of Gross Revenues. With each payment of compensation required herein, Atmos Energy shall furnish to City a statement, executed by an authorized officer of Atmos Energy, or his or her designee, showing and certifying the total amount of Gross Revenues received, as defined herein, by Atmos Energy for the payment period are true and correct.

H. Payment over Holidays. Should any payment due date required by this franchise fall on a weekend or declared bank holiday, payment shall be delivered to City no later than the close of business on the working day prior to any specifically required due date contained within this Agreement.

I. Failure to Pay Entire/Correct Franchise Fee(s). Subject to the provisions of Section 5.M.2 below, if either Party discovers that Atmos Energy has failed to pay the entire or correct amount of compensation due, City shall be paid by Atmos Energy within thirty (30) calendar days of such determination. Any overpayment to City through error or otherwise shall, at the option of City, be refunded or offset against the next payment due from Atmos Energy. Acceptance by City of any payment due under this Section 5, shall not be deemed to be a waiver by City of any breach of this Agreement, nor shall the acceptance by City of any such payments preclude City from later establishing that a larger amount was actually due or from collecting any balance due to City.

J. Interest. Interest on late payments shall be calculated in accordance with the interest rate for customer deposits established by the PUC in accordance with §183.003, TEX. UTIL. CODE, as amended, for the time period involved. If the requirement that interest be paid on customer deposits be removed from State law, then the interest rate shall be annual interest identified as the "US Prime Rate" in the Money Rates column published each day in the *Wall Street Journal*, as amended, and sometimes defined generally therein as the "base rate on corporate loans posted by at least seventy percent (70%) of the nation's ten (10) largest banks". If the *Wall Street Journal* should cease publishing such rate, then the interest rate shall be based on another similar source that identifies the interest rate on corporate loans at large U.S. money center commercial banks.

K. Additional Fees/Taxes. Nothing in this Agreement shall be construed to prohibit City from levying the usual general or special ad valorem taxes which City is authorized to levy and impose upon real and personal property. No such taxes paid by Atmos Energy to City shall reduce the Franchise Fees payable to City hereunder.

L. Forfeiture/Default.

- (1) If Atmos Energy fails to comply with the material terms of this Agreement, after forty-five (45) days written notice, then City may compel compliance by filing suit in any court of competent jurisdiction, a complaint with a regulatory body having jurisdiction, or pursue termination under Section 6.
- (2) Nothing herein shall be deemed as a waiver by either Party of any legal remedies available to it under a court or regulatory authority having jurisdiction.

M. Books and Records.

- (1) Atmos Energy agrees that at the time of each quarterly payment to submit a statement showing its Gross Revenues for the preceding calendar quarter.
- (2) Upon reasonable written notice to Atmos Energy, City may, have the books and records of Atmos Energy examined by a representative of City to ascertain the completeness and accuracy of the reports and franchise fees remitted. Atmos Energy shall make available, during normal working hours and upon reasonable notice, such personnel and records as City may in its reasonable discretion request in order to complete such audit, and shall

make no charge to City therefor. Atmos Energy shall assist City in its review by providing all requested information no later than fifteen (15) business days after receipt of a request. The cost of the audit shall be borne by City unless the audit discloses that the Atmos Energy has underpaid the franchise fee by ten percent (10%) or more, in which case the reasonable costs of the audit shall be reimbursed to City by Atmos Energy. If such an examination reveals that Atmos Energy has underpaid City, then upon receipt of written notification from City regarding the existence of such underpayment, Atmos Energy shall undertake a review of City's claim and if said underpayment is confirmed, remit the amount of underpayment to City, including any interest calculated in accordance with Section 5.J within ten (10) business days of notification of the amount owed and a copy of the audit report. Should Atmos Energy determine through examination of its books and records that City has been overpaid, upon receipt of written notification from Atmos Energy regarding the existence of such overpayment, City shall review Atmos Energy's claim and if said overpayment is confirmed, remit the amount of overpayment to Atmos Energy including any interest calculated in accordance with Section 5.J.

N. Reservation of Rights.

- (1) City reserves to itself the right and power at all times to exercise, in the interest of the public and in accordance with State law, regulate and control of Atmos Energy's use of the Public Rights-of-Way to ensure the rendering of efficient public service, and the maintenance of Atmos Energy's System is in good repair throughout the term of this Franchise.
- (2) The rights, privileges, and franchises granted by this Ordinance are not to be considered exclusive, and City hereby expressly reserves the right to grant, at any time, like privileges, rights, and franchises as it may see fit to any other person or corporation for the purpose of furnishing and transporting gas for light, heat, and power within the City.

- (3) City expressly reserves the right to own and/or operate its own system for the purpose of transporting, delivering, distributing, or selling gas within the City.
 - (4) Nothing herein shall impair the right of City to fix, within constitutional and statutory limits, a reasonable price to be charged for natural gas, or to provide and fix a scale of prices for natural gas, and other charges, to be charged by Atmos Energy to residential consumers, commercial consumers, industrial consumers, or to any combination of such consumers, within the corporate limits of City, as the same now exists or as such limits may be extended from time to time hereafter.
- O. Annexations. City shall within thirty (30) days of final approval, give Company notice of annexations and disannexations of territory by the City, which notice shall include a map and addresses, if known. Upon receipt of said notice, Company shall promptly initiate a process to reclassify affected customers into the city limits no later than sixty (60) days after receipt of notice from the City. The annexed areas added to the city limits will be included in future franchise fee payments in accordance with the sales tax effective date of the annexation if notice was timely received from City. Upon request from City, Company will provide documentation to verify that affected customers were appropriately reclassified and included for purposes of calculating franchise fee payments. In no event shall the Company be required to add premises for the purposes of calculating franchise payment prior to the earliest date that the same premises are added for purposes of collecting sales tax.

SECTION 6. TERMINATION.

- A. Right to Terminate. In addition to any rights set out elsewhere in this Ordinance, City reserves the right to terminate the Franchise and all rights and privileges pertaining thereto, in the event that Atmos Energy violates any material provision of the Franchise.
- B. Procedures for Termination.
- (1) City may terminate this Franchise for a continuing material violation by Atmos Energy of any of the substantial terms hereof. In such event, City shall give to Atmos Energy written notice, specifying all grounds on which

termination or forfeiture is claimed, by registered mail, addressed and delivered to Atmos Energy at the address set forth herein. Atmos Energy shall have forty-five (45) days after the receipt of such notice within which to cease such violation and comply with the terms and provisions hereof. In the event Atmos Energy fails to cease such violation or otherwise comply with the terms hereof, then Atmos Energy's Franchise is subject to termination under the following provisions. Provided, however, that if Atmos Energy commences work or other efforts to cure such violations within thirty (30) days after receipt of written notice and shall thereafter prosecute such curative work with reasonable diligence until such curative work is completed, then such violations shall cease to exist, and the Franchise will not be terminated.

- (2) Termination shall be declared only by written decision of the City Council present after a public hearing whereby Atmos Energy is afforded full opportunity to be heard and to respond to any such notice of violation or failure to comply. Atmos Energy shall be provided at least fifteen business (15) days prior written notice of any public hearing concerning the termination of the Franchise. In addition, ten (10) days notice by publication shall be given of the date, time and place of any public hearing to interested members of the public.
- (3) City Council, after full public hearing, and upon finding material violation or failure to comply, may terminate the Franchise or excuse the violation or failure to comply upon a showing by Atmos Energy of mitigating circumstances or a showing of good cause of said violation or failure to comply as may be determined by the City Council.
- (4) Nothing herein stated shall preclude Atmos Energy from appealing the final decision of the City Council to a court or regulatory authority having jurisdiction.
- (5) Nothing herein stated shall prevent City from seeking to compel compliance by suit in any court of competent jurisdiction if Atmos Energy fails to comply with the terms of this Franchise after due notice and the providing

of adequate time for Atmos Energy to comply with said terms.

SECTION 7. ACCEPTANCE OF FRANCHISE. In order to accept this Franchise, Atmos Energy must file with the City Secretary its written acceptance of this Franchise within sixty (60) days after its final passage and approval by City. If such written acceptance of this Franchise is not filed by Atmos Energy, the Franchise shall be rendered null and void. When this Franchise becomes effective, all previous ordinances of City granting franchises for gas delivery purposes that were held by Atmos Energy shall be automatically canceled and annulled, and shall be of no further force and effect.

SECTION 8. PARAGRAPH HEADINGS. CONSTRUCTION. The paragraph headings contained in this Ordinance are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof. Both Parties have participated in the preparation of this Ordinance and this Ordinance shall not be construed either more or less strongly against or for either Party.

SECTION 9. MISCELLANEOUS.

A. Notices. Any notices required or desired to be given from one Party to the other to this Ordinance shall be in writing and shall be given and shall be deemed to have been served and received if: (i) delivered in person to the address set forth below; (ii) deposited in an official depository under the regular care and custody of the United States Postal Service located within the confines of the United States of America and sent by certified mail, return receipt requested, and addressed to such Party at the address hereinafter specified; or (iii) delivered to such Party by courier receipted delivery. Either party may designate another address within the confines of the continental United States of America for notice, but until written notice of such change is actually received by the other Party, the last address of such Party designated for notice shall remain such Party's address for notice.

CITY:

City Manager
City of Sherman
220 W. Mulberry Street
Sherman, Texas 75090

ATMOS ENERGY:

Manager of Public Affairs
Atmos Energy Corporation
5111 Blue Flame Road
Sherman, Texas 75090

Atmos Energy shall provide to City a local or toll-free telephone number that is manned twenty-four (24) hours a day, seven (7) days a week to provide available information related to

emergency situations. City understands that this telephone number is not equipped to handle calls from the public, and City will not provide this number to customers, but will direct them to the Atmos Energy Call Center. If Atmos Energy cannot timely respond to an emergency with Atmos Energy employees, Atmos Energy will attempt to respond to the emergency with qualified local contractors. Atmos Energy's contact information shall be kept current at all times. Atmos Energy and City shall periodically, and upon request by either Party, meet to discuss and address emergency response issue, in order to rectify any problems identified by either Party.

B. Amendment of Franchise Agreement. This Agreement may not be amended except pursuant to a written instrument signed by both Parties.

C. Governing Law. The laws of the State, the City Charter and City ordinances, rules and regulations shall govern the interpretation validity, performance and enforcement of this Agreement. The Parties agree that this Agreement is performable in Collin, Dallas, and Denton Counties, Texas.

D. Force Majeure. In the event that the performance by either Party of any of its obligations or undertakings hereunder shall be interrupted or delayed by an act of god or the common enemy or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not Party or privy hereto, then such Party shall be excused from performance for a period of time as is reasonably necessary after such occurrence to remedy the effects thereof, and each Party shall bear the cost of any expense it may incur due to the occurrence.

E. Successors and Assigns.

- (1) The rights granted by this Agreement inure to the benefit of the parties. Atmos Energy may, without consent by City, transfer or assign the rights granted by this Agreement to an Affiliate provided that such Affiliate assumes all obligations of Atmos Energy hereunder and is bound to the same extent as Atmos Energy hereunder, and has net capital and liquid assets reasonably equivalent to the Atmos Energy's as of the month immediately preceding the transfer or there are provided other guarantees or assurances of the transferee's or assignee's financial ability to perform this Franchise reasonably acceptable to the City. Atmos Energy shall give City written notice thirty (30) days prior to such assignment.

- (2) City will have the right to approve the transfer or assignment of the franchise, except as provided in Section 9(E)(1). City shall grant approval unless the Assignee is unable to demonstrate its credit worthiness. For the purpose of this section, "credit worthiness" means that the long term unsecured debt rating of the Assignee is investment grade as rated by both S&P and Moody's. If the Assignee is unable to demonstrate its credit worthiness, the City may request additional documents and information reasonably related to the transaction and the legal, financial, and technical qualifications of the Assignee. City agrees that said approval shall not be unreasonably withheld or delayed. Any such assignment or transfer shall require that said Assignee assume all obligations of Atmos Energy be bound to the same extent as Atmos Energy hereunder. If within the first 90 days after assignment to Assignee, City identifies a failure to comply with a material provision of this Franchise, City shall have the right, after notice and opportunity before City Council, to terminate this Agreement.

F. Waiver of Breach. The waiver by either Party of any breach or violation of any provision of this Agreement shall not be deemed to be a waiver or a continuing waiver of any subsequent breach or violation of the same or any other provision of his Agreement.

G. Representations and Warranties. Each of the Parties to this Agreement represent and warrant that at the time of signing of this Agreement it has the full right, power, legal capacity, and authority to enter into and perform the Parties' respective obligations hereunder and that such obligations shall be binding upon such Party. Each signatory represents this Agreement has been read by the Party for which this Agreement is executed and that such Party has had an opportunity to confer with its counsel.

H. Entire Agreement. This Agreement contains the entire understanding between the Parties with respect to the subject matter herein. There are no representations, agreements, or understandings (whether oral or written) between or among the Parties relating to the subject matter of this Agreement that are not fully expressed herein.

I. No Third Party Beneficiaries. This Agreement is for the benefit of Atmos Energy, and City, and not for the benefit of any third party. No provision of this Agreement shall be construed as creating any third party beneficiaries.

J. Savings/Repealing. When this Agreement becomes effective, all previous ordinances of City granting franchises for gas delivery purposes that were held by Atmos Energy or one of its predecessors in interest shall be automatically canceled and annulled, and shall be of no further force and effect, except that the provisions regarding franchise fee payments may still be enforced for any amounts owed to City but still unpaid by Atmos Energy.

K. 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. City hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional and/or invalid.

L. Public Meeting. It is hereby officially found that the meeting at which this Ordinance is passed is open to the public and that due notice of this meeting was posted, all as required by law.

M. Immunity. The Parties agree that City has not waived its governmental or sovereign immunity by entering into and performing its obligations under this Agreement.

N. 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 either Party shall not apply. Headings in this Agreement are for the convenience of the Parties and are not intended to be used in construing this document.

O. Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

P. Consideration. This Agreement is executed by the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

SECTION 10. CITY'S RIGHT TO BID ON SYSTEM. In the event Atmos Energy should offer the portion of its System within City for sale as a standalone transaction, Atmos Energy agrees to give written notice of said proposed sale to City. City shall have the same amount of time as other interested parties, or seven (7) days, whichever is greater, from the receipt of said notice to submit a bid to the Atmos Energy for the System, or any part thereof. Atmos Energy

agrees to timely provide information to City necessary to prepare a competitive bid. Atmos Energy agrees to consider City's bid equally with all other bids.

EXHIBIT "B"
ACCEPTANCE BY FRANCHISEE

FRANCHISEE, Atmos Energy Corporation hereby accepts City of Sherman Ordinance No. 6767 (a copy of which is attached hereto).

The person whose signature is below is authorized to sign and bind Atmos Energy Corporation to the terms of this acceptance.

ACCEPTED this ____ day of _____, 2024.

**ATMOS ENERGY CORPORATION,
A TEXAS AND VIRGINIA CORPORATION**

By: _____
Print Name: _____
Title: _____

SUBSCRIBED AND SWORN TO before me this ____ day of _____, 2024.

Notary Public, in and for the State of Texas

FILED with the City of Sherman this ____ day of _____, 2024.

Linda Ashby, City Clerk

2025

Council Calendar

January						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

February						
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March						
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30	31					

April						
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27	28	29	30			

May						
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June						
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July						
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August						
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31						

September						
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November						
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30						

December						
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28	29	30	31			

	Holiday
	Holiday for Firefighters/Police Only
	City Council Regular Meeting
	Special Called Meeting
	Budget Workshop
	Cancelled City Council Meeting

[illegible]