

**CITY OF SHERMAN
CITY COUNCIL REGULAR MEETING AGENDA
COMMUNITY ROOM OF THE SHERMAN POLICE DEPARTMENT HEADQUARTERS
2600 W. TRAVIS
SHERMAN, TEXAS
MONDAY, JUNE 2, 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 PAMELA L. HOWETH**
- A.3. APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF MAY 19, 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

Public Hearing

D.1. PUBLIC HEARING

Final Statement / Action Plan for Program Year 2025 Community Development Block Grant

D.2. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6837

Amending The Code Of Ordinances Of The City Of Sherman, Texas, Chapter 14 (Zoning Ordinance), Article 14.02 (Zoning Districts), Section 14.02.021 (Planned Development District); Modifying Certain Existing Regulations And Prescribing New Regulations Relating To The Minimum Qualification Of A Proposed PD District; Providing A Penalty Clause With A Maximum Fine Of \$2,000, Savings/Repealing Clause, Severability Clause And An Effective Date; Providing For The Publication Of The Caption Hereof

D.3. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6838

Abandoning a part of one (1) Drainage and Sanitary Sewer Easement located in the City of Sherman, Grayson County, Texas, being more particularly shown in Exhibit "C" and described in Exhibit "D" attached hereto and made a part hereof for all purposes, which easement is established in Instrument Number 2018-131 of the Plat Records of Grayson County, Texas

D.4. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6839

Abandoning a part of one (1) Drainage Easement located in the City of Sherman, Grayson County, Texas, being more particularly shown in Exhibit "A" and described in Exhibit "B" attached hereto and made a part hereof for all purposes, which easement is established in Instrument Number 2018-131 of the Plat Records of Grayson County, Texas

Close Public Hearing and Consider Adoption of Ordinances

E.1. CLOSE PUBLIC HEARING

Consider Adoption of Ordinances 6837, 6838 & 6839

Resolutions

F.1. RESOLUTION NO. 7532

Authorizing Publication of the Proposed Final Statement / Annual Action Plan for the Community Development Block Grant for Program Year 2025 ; Authorizing Submission of the Block Grant Application; Authorizing Execution of Certifications of Compliance in Connection with the Administration and Conduct of the Community Development Program for Program Year 2025.

F.2. RESOLUTION NO. 7533

Award a Bid to and Authorize Execution of a Contract with Onyx Construction Group, LLC for the Animal Services Facility Remodel Project

F.3. RESOLUTION NO. 7534

Authorizing Execution of a Second Amendment to the Professional Services Agreement with Halff Associates, Inc. for Right-Of-Way Assistance

F.4. RESOLUTION NO. 7535

Authorizing Execution of a Development Agreement Between Sherman Crossroads, LTD. and the City of Sherman, TX for Certain Improvements with Approximate 62.0 Acres Generally Located off of Crossroads Boulevard and FM 1417 in the City of Sherman

Other Business

G.1. *OTHER BUSINESS

Repair a section of 36" storm drain pipe in Constitution Village under Emergency Designation

G.2. * OTHER BUSINESS

Emergency Repair of the Fairview Pump Station Electrical System under Emergency Designation

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:

I.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.

- a) Receive legal advice regarding property located at the north east corner of US 75 and FM 1417

I.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.

I.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.

I.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

I.5. TEX. GOV'T CODE § 551.076

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

I.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.

I.7. TEX. GOV'T CODE § 551.089

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

The Council reconvenes into General Session

COUNCIL CALENDAR

K.1. COUNCIL CALENDAR

2025 Council Calendar

Adjournment

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 Friday, May 30, 2025 at 4:59 p.m., and said time of posting was 72 hours before said meeting was convened or called to order.

Dated this 30th day of May 2025. City of Sherman, Texas

City Clerk Administrative Coordinator

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

The 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

ACTION MINUTES

The City Council of the City of Sherman held a regular meeting Monday, May 19, 2025 at 5:00 P.M. in the Community Room of the Sherman Police Department Headquarters at 2600 West Travis to consider the following:

The City Council meetings are Video and Audio recorded and can be viewed at:

<https://www.ci.sherman.tx.us/701/Agendas-and-Minutes>

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

Bookmarked at 00:06:38

Mayor Teamann called the meeting to order at 5:00 p.m.

A.2. PLEDGE OF ALLEGIANCE AND INVOCATION LED BY COUNCIL MEMBER CLAY BARNETT

Bookmarked at 00:06:56

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.

Bookmarked at 00:07:55

The City Council reviewed the minutes of the April 11, 2025 Budget Planning meeting and the May 5, 2025 Regular Meeting. Motion by Council Member Barnett to approve the Minutes as written. Second by Council Member Holland. All present voted AYE.

Citizen Comments

B.1. CITIZEN COMMENTS

Bookmarked at 00:08:14

Consent Agenda

C.1. CONSENT AGENDA

Bookmarked at 00:08:29

The Council reviewed the Consent Agenda. Deputy Mayor Dobbs moved to approve Resolution No. 7530, 7531 and Other Business on the Consent Agenda as presented. Second by Council Member Howeth.

Mayor Teamman requested G.3. be removed for discussion.

VOTING AYE: TEAMANN, DOBBS, STEVENSON, HOWETH, HOLLAND, MARROQUIN AND BARNETT

VOTING NAY: NONE.

MOTION CARRIED.

Proclamation

D.1. PROCLAMATION

"Motorcycle Safety Awareness Month" - May 2025

Bookmarked at 00:08:57

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

Bookmarked at 00:11:25

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

Bookmarked at 00:12:16

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

Bookmarked at 00:12:41

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

Bookmarked at 00:13:57

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

Bookmarked at 00:15:24

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

Bookmarked at 00:16:25

F.1. CLOSE PUBLIC HEARING

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

Bookmarked at 00:18:43

Ordinance 6834

Motion by Council Member Barnett to approve Ordinance No. 6834. Second by Council Member Stevenson.

VOTING AYE: TEAMANN, DOBBS, STEVENSON, HOWETH, HOLLAND, MARROQUIN AND BARNETT

VOTING NAY: NONE.

MOTION CARRIED.

Ordinance 6835

Motion by Council Member Stevenson to approve Ordinance No. 6834. Second by Deputy Mayor Dobbs.

VOTING AYE: TEAMANN, DOBBS, STEVENSON, HOLLAND, MARROQUIN AND BARNETT

VOTING NAY: HOWETH.

MOTION CARRIED.

Ordinances 6831, 6832, 6833 and 6836

Motion by Council Member Stevenson to deny Ordinances 6831, 6832, 6833 and 6836. Second by Council Member Howeth.

VOTING AYE: TEAMANN, DOBBS, STEVENSON, HOWETH, HOLLAND, MARROQUIN AND BARNETT

VOTING NAY: NONE.

Ordinances 6831, 6832, 6833 and 6836 were table by Council.

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

Bookmarked at 00:47:37

Motion by Deputy Mayor Dobbs to approve Resolution No. 7528. Second by Council Member Howeth.

VOTING AYE: TEAMANN, DOBBS, STEVENSON, HOWETH, HOLLAND, MARROQUIN AND BARNETT

VOTING NAY: NONE.

MOTION CARRIED.

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

Bookmarked at 00:48:52

Motion by Council Member Stevenson to approve Resolution No. 7529. Second by Council Member Barnett.

VOTING AYE: TEAMANN, DOBBS, STEVENSON, HOWETH, HOLLAND, MARROQUIN AND BARNETT

VOTING NAY: NONE.

MOTION CARRIED.

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

Bookmarked at 00:42:33

Motion by Council Member Stevenson to approve Resolution No. 7530. Second by Council Member Howeth.

VOTING AYE: TEAMANN, DOBBS, STEVENSON, HOWETH, HOLLAND, MARROQUIN AND BARNETT

VOTING NAY: NONE.

MOTION CARRIED.

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

Bookmarked at 00:08:29

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.

Bookmarked at 00:08:29

COUNCIL COMMENTS

Bookmarked at 00:51:41

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:

Mayor Teamann adjourned for Executive Session at 5:52 p.m.

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.

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

Bookmarked at 02:12:37

Mayor Teamann reconvened into General Session at 7:05 p.m.

ADJOURNMENT

Bookmarked at 02:13:00

Mayor Teamann adjourned the meeting at 7:07 p.m.

MAYOR



CITY CLERK OR DESIGNEE



City Council Regular Meeting

Agenda Item No. C.1.

Meeting Date: 6/2/2025

Prepared By:

Approved By:

Caption:

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

Issue:

G. 1. *OTHER BUSINESS

Repair a section of 36" storm drain pipe in Constitution Village under Emergency Designation

G. 2. * OTHER BUSINESS

Emergency Repair of the Fairview Pump Station Electrical System under Emergency Designation

Background:

Capital Improvement Program:

Origination:

Financial Consideration:

Staff Recommendation:

Alternatives:

Attachments:

None



City Council Regular Meeting

Agenda Item No. D.1.

Meeting Date: 6/2/2025

Prepared By: Jana Garner, Grants Coordinator

Approved By: Zachary Flores, Acting City Manager

Caption:

Public Hearing

Final Statement / Action Plan for Program Year 2025 Community Development Block Grant

Issue:

Approval of the Program Year 2025 Community Development Block Grant Final Statement / Action Plan

Background:

Each year, the City of Sherman receives an entitlement grant (Community Development Block Grant) from the U.S. Department of Housing and Urban Development (HUD). We are required to prepare and submit an annual Action Plan, which is a description of the activities that will be undertaken during the coming year to address the needs of our low- and moderate-income and special-needs citizens. This Action Plan is based on a five (5) year Consolidated Plan & Strategy developed by City staff and approved by the Sherman City Council. It serves as the City's long-term planning tool to address the identified needs of public housing, homelessness, and other non-housing community development needs and activities within the City of Sherman. For PY 2025, the City will allocate the majority of the funds towards various city improvements, substandard structure demolition, and public service activities. Over the past five (5) years, the City of Sherman's history of allocations for the Community Development Block Grant is as follows:

PY 2021 - \$378,731.00

PY 2022 - \$335,940.00

PY 2023 - \$308,195.00

PY 2024 - \$311,097.00

PY 2025 - \$294,784.00

Capital Improvement Program:

Origination:

Jana Garner, Grants Coordinator

Financial Consideration:

The City of Sherman has been allocated \$294,784 in Community Development Block Grant funds from HUD to address our various community development needs for low- to moderate-income and special-needs citizens during PY 2025.

Staff Recommendation:

It is the staff recommendation that the Sherman City Council approve the resolution to adopt the PY 2025 Community Development Block Grant Final Statement / Action Plan as submitted.

Alternatives:

The Sherman City Council may change or re-appropriate these funds / allocations as they see fit.

Attachments:

1. Resolution No. - PY 2025 CDBG Annual Action Plan
2. Attachment A Final Statement Action Plan PY25
3. HUD 424B-V1.0
4. Non-State-Certifications
5. SF424_filled

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING PUBLICATION OF THE PROPOSED FINAL STATEMENT/ACTION PLAN FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT FOR PROGRAM YEAR 2025; AUTHORIZING SUBMISSION OF THE BLOCK GRANT APPLICATION; AUTHORIZING EXECUTION OF CERTIFICATIONS OF COMPLIANCE IN CONNECTION WITH THE ADMINISTRATION AND CONDUCT OF THE COMMUNITY DEVELOPMENT PROGRAM FOR PROGRAM YEAR 2025

WHEREAS, under the Housing and Community Development Act of 1974, as amended, the City of Sherman is eligible to receive an estimated \$294,784 for Program Year 2025, to be expended on eligible activities primarily benefiting low- and moderate-income families and special need populations; and

WHEREAS, the Community Development Block Grant regulations require the opportunity for citizen participation in the development of the final statement and authorizing of the expenditure of such funds; and

WHEREAS, after proper notice was posted in public places and published on the website of the City of Sherman, public hearings were held by said Community Development Staff to receive citizen participation and input on March 4, 2025, and June 2, 2025; and

WHEREAS, the City Council, after due consideration of the proposed Community Development Final Statement and of all matters raised at public meetings, is of the opinion that, unless public comment warrants revisions, said final statement should be submitted to the U.S. Department of Housing and Urban Development as the Community Development Application for the City of Sherman for Program Year 2025, in order to secure funding as provided herein;

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

SECTION 1. That the Community Development Final Statement, embodying those projects set forth on Attachment "A", attached hereto and made a part hereof for all purposes, is hereby approved and adopted as the Community Development Plan of the City of Sherman, Texas, for Program Year 2025.

SECTION 2. That the City Council of the City of Sherman hereby certifies and assures the U.S. Department of Housing and Urban Development that development of this application for funds under the Housing and Community Development Act of 1974, as amended, and the implementation of the Block Grant Program will be conducted in accordance with all applicable provisions of the "Assurances" as required.

SECTION 3. That the City Manager of the City of Sherman is hereby authorized to execute, on behalf of the City of Sherman, the "Certifications" set forth on Attachment "B", attached hereto and made a part hereof for all purposes. These Certifications concern compliance with certain guidelines, regulations, and policies in preparation of this application and in conducting the Community Development Program of the City of Sherman.

SECTION 4. That the City Manager of the City of Sherman is hereby authorized to submit, as the Chief Executive Officer of the City of Sherman, and on behalf of the City of Sherman, the Community Development Final Statement and a certified copy of this resolution and all attachments thereto to the U.S. Department of Housing and Urban Development, in application for funds available to the City of Sherman under the Housing and Community Development Act of 1974, as amended. Said application shall be made on forms required by the U.S. Department of Housing and Urban Development.

SECTION 5. That the City Manager of the City of Sherman is hereby authorized and designated to act as Chief Executive Officer in connection with this application, and is hereby authorized and directed to provide such additional information as may be required in connection with said application.

SECTION 6. 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: _____
LEAH ROBERTS,
EXECUTIVE DIR. OF ADMINISTRATION
ACTING CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: _____
CITY ATTORNEY

Attachment A

**CITY OF SHERMAN, TEXAS
FINAL STATEMENT/ACTION PLAN OF
COMMUNITY DEVELOPMENT OBJECTIVES
AND PROJECTED USE OF FUNDS FOR PROGRAM YEAR 2025**

GRANT NO: B-25-MC-48-0027

The City of Sherman has received notice from the U.S. Department of Housing and Urban Development (HUD) that its entitlement grant for the Community Development Program (CDBG) for program year 2025 is \$294,784.00. These funds will be available on October 1, 2025. Activities that directly benefit low- and moderate-income persons will be available citywide. Other activities which have an area benefit will only be available in areas of the city which are populated by a majority of low- and moderate-income persons. The City has met citizen participation requirements.

The City of Sherman's Consolidated Plan is a document which is required by the U.S. Department of Housing and Urban Development, and includes the following subjects: (1) Housing and Homeless Needs Assessment - A description of the jurisdiction's estimated housing needs for the ensuing five-year period; (2) Housing Market Analysis - A description of the significant characteristics of the jurisdiction's housing market, including supply, demand, condition and cost of housing and the housing stock and services available (i.e., public and assisted housing, homeless, elderly, frail elderly, persons with disabilities (mental/physical/developmental), persons with alcohol and other drug addictions, and persons with HIV/AIDS and related diseases; (3) Strategic Plan - A description of the five-year strategy and plan to address affordable housing, homelessness, other special needs and non-housing community development plan; and, (4) Action Plan - A description of the jurisdiction's one-year plan of activities to be undertaken during the coming year.

The overall goal of this community development planning and development program is to develop viable urban communities by providing suitable living environments and expanded economic opportunities, principally for low-moderate income persons and special need populations of the City of Sherman. Therefore, based on these objectives, the following use of funds is being proposed:

**COMMUNITY DEVELOPMENT PROGRAM ACTION PLAN
PROGRAM YEAR 2025**

DEMOLITION/CLEARANCE PROGRAM: \$88,000

A program to demolish vacant, substandard structures and clear property lots that pose a risk to health and safety.

HABITAT FOR HUMANITY: \$15,000

A program to provide roof repairs to owner-occupied homes belonging to low- and moderate-income Sherman residents.

CITY PROJECTS: \$95,988

Programs to fund projects within low- and moderate-income target areas throughout the city of Sherman, promoting general health and wellness among the entire community.

PROGRAM ADMINISTRATION: \$51,583

The City proposes to use the Administration funds for personnel and support for all phases of the application process, environmental reviews, fair labor standard compliance, contract management, fair housing Grantee Performance Report, and preparation of annual Action Plan, and Performance Report associated with the City of Sherman Five-Year Consolidated Plan and Strategy.

PUBLIC SERVICE ACTIVITIES: \$44,213

- **BOYS & GIRLS CLUB OF SHERMAN, INC.: \$3,401**
Funds to be used to assist with the development and advancement of programs for children from low- and moderate-income households.
- **CASA OF GRAYSON COUNTY: \$3,401**
A program to train and support volunteer advocates and staff on process and procedures to advocate for foster children in Grayson County that have been abused or neglected.
- **CHILD & FAMILY GUIDANCE CENTER: \$3,401**
A program to provide counseling services for family dysfunction, alcohol and substance abuse, domestic violence, and sexual abuse for low- and moderate-income Sherman residents.
- **CHILDREN'S ADVOCACY CENTER: \$3,401**

- A program to provide quality services to abused and traumatized children who reside within the city of Sherman.
- **FOUR RIVERS OUTREACH: \$3,401**
A program that serves those who are overcoming their struggles with addiction by providing a men's residential facility and a 12-month Life Renewal program.
- **GRAND CENTRAL STATION: \$3,401**
A program to support nutrition, laundry and showers for low- and moderate-income Sherman residents.
- **GRAYSON COUNTY CRISIS CENTER: \$3,401**
A program of activities that will provide emergency assistance to homeless women and children of domestic violence who reside within the city limits of Sherman.
- **HOUSE OF ELI: \$3,401**
Funds will be used to house and assist young men, ages 18-21, who are aging out of foster care or being released from incarceration provide shelter, food, clothing, personal needs, and a family environment in which they can thrive.
- **MULTICULTURAL FAMILY CENTER: \$3,401**
Provide direct adult educational services to underserved immigrant population including ESL, Parenting, Family Literacy and Citizenship.
- **SHERMAN HOUSING AUTHORITY: \$3,401**
A program to address the problems of drug abuse and associated crime in public housing. Activities include increasing law enforcement services to stop the sale of illegal drugs in and around assisted housing, apprehend sellers of such drugs, and reduce crime in the assisted housing area.
- **TEXOMA AREA PARATRANSIT SYSTEM: \$3,401**
Funds will pay public transportation costs for eligible residents to access medical, nutrition, education, grocery, and other eligible activities.
- **TEXOMA FAMILY SHELTER, INC.: \$3,401**
A program of activities that will provide emergency assistance to homeless individuals and families, who at one time, resided within the city limits of Sherman.
- **UNITED WAY OF GRAYSON COUNTY: \$3,401**
The Tiny Toes program targets low- to moderate-income Sherman residents with children aged 0-5 in homes that have stressors.

ALLOCATION FOR PROGRAM YEAR 2025: \$294,784

The City of Sherman seeks, through the following program objectives, to improve housing conditions, neighborhood appearance, employment opportunities, and the overall quality of life for low and moderate-income citizens. No activities will be undertaken which cause involuntary displacement of persons.

CITY OF SHERMAN COMMUNITY DEVELOPMENT OBJECTIVES

1. Encourage citizen participation and input to obtain maximum public involvement in program activities.
2. Promote the general health and wellness of all members of the community through improved parks and recreational facilities in the low- and moderate-income target areas.
3. Improve the quality of life for Sherman residents with the removal of structures that create unsafe, unsanitary, and hazardous situations for the public.
4. Promote drug elimination programs for low- and moderate-income assisted housing families and households.
5. Provide support for provision of emergency shelter, food, and assistance to the homeless and those in danger of becoming homeless.
6. Assist in providing counseling services to youth and adults from low- and moderate-income families.
7. Assist in providing activities for children and teens from low- and moderate-income families.
8. Provide support for provision of shelter and assistance to men in overcoming addiction.
9. Provide services for abused and neglected children.

The Action Plan of Community Development Objectives and Projected Use of Funds for Program Year 2025 are available in the Finance Department of the City of Sherman. Any citizen or agency interested in commenting on this Final Statement of Objectives is invited to submit written comments c/o Jana Garner, Grants Coordinator, City of Sherman, P.O. Box 1106, Sherman, TX 75091-1106. Written comments must be received prior to 5:00 p.m. on July 3, 2025. Comments received will be included in the summary of citizen participation of this Plan.

The document you are trying to load requires Adobe Reader 8 or higher. You may not have the Adobe Reader installed or your viewing environment may not be properly configured to use Adobe Reader.

For information on how to install Adobe Reader and configure your viewing environment please see http://www.adobe.com/go/pdf_forms_configure.

CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing --The jurisdiction will affirmatively further fair housing.

Uniform Relocation Act and Anti-displacement and Relocation Plan -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR Part 24. It has in effect and is following a residential anti-displacement and relocation assistance plan required under 24 CFR Part 42 in connection with any activity assisted with funding under the Community Development Block Grant or HOME programs.

Anti-Lobbying --To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Authority of Jurisdiction --The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan --The housing activities to be undertaken with Community Development Block Grant, HOME, Emergency Solutions Grant, and Housing Opportunities for Persons With AIDS funds are consistent with the strategic plan in the jurisdiction's consolidated plan.

Section 3 -- It will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 75.

Signature of Authorized Official

Date

City Manager
Title

Specific Community Development Block Grant Certifications

The Entitlement Community certifies that:

Citizen Participation -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan -- Its consolidated plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that have been developed in accordance with the primary objective of the CDBG program (i.e., the development of viable urban communities, by providing decent housing and expanding economic opportunities, primarily for persons of low and moderate income) and requirements of 24 CFR Parts 91 and 570.

Following a Plan -- It is following a current consolidated plan that has been approved by HUD.

Use of Funds -- It has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG funds, it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include CDBG-assisted activities which the grantee certifies are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available (see Optional CDBG Certification).

2. Overall Benefit. The aggregate use of CDBG funds, including Section 108 guaranteed loans, during program year(s) 2025 [a period specified by the grantee of one, two, or three specific consecutive program years], shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period.

3. Special Assessments. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108 loan guaranteed funds, by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

In addition, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

Excessive Force -- It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

Compliance with Anti-discrimination laws -- The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601-3619) and implementing regulations.

Lead-Based Paint -- Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, Subparts A, B, J, K and R.

Compliance with Laws -- It will comply with applicable laws.

Signature of Authorized Official

Date

City Manager
Title

OPTIONAL Community Development Block Grant Certification

Submit the following certification only when one or more of the activities in the action plan are designed to meet other community development needs having particular urgency as specified in 24 CFR 570.208(c):

The grantee hereby certifies that the Annual Plan includes one or more specifically identified CDBG-assisted activities which are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community and other financial resources are not available to meet such needs.

Signature of Authorized Official

Date

City Manager
Title

APPENDIX TO CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING CERTIFICATION:

Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Application for Federal Assistance SF-424

*** 1. Type of Submission:**

- ☐ Preapplication
☒ Application
☐ Changed/Corrected Application

*** 2. Type of Application:**

- ☒ New
☐ Continuation
☐ Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received:

Completed by Grants.gov upon submission.

4. Applicant Identifier:

B-25-MC-48-0027

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name:

City of Sherman, TX

* b. Employer/Taxpayer Identification Number (EIN/TIN):

75-6000669

* c. UEI:

EJ5HD5KNRWN1

d. Address:

* Street1:

PO Box 1106

Street2:

* City:

Sherman

County/Parish:

Grayson

* State:

Texas

Province:

* Country:

USA: UNITED STATES

* Zip / Postal Code:

75091

e. Organizational Unit:

Department Name:

Neighborhood Services

Division Name:

Finance

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

* First Name:

Jana

Middle Name:

* Last Name:

Garner

Suffix:

Title: Grants Coordinator

Organizational Affiliation:

* Telephone Number:

903-487-5976

Fax Number:

* Email:

janag@cityofsherman.com

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

N/A

*** 10. Name of Federal Agency:**

U.S. Department of Housing and Urban Development

11. Catalog of Federal Domestic Assistance Number:

14.218

CFDA Title:

Community Development Block Grant / Entitlement Grant

*** 12. Funding Opportunity Number:**

N/A

* Title:

N/A

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

*** 15. Descriptive Title of Applicant's Project:**

Program Year 2025, City of Sherman Annual Action Plan

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424**16. Congressional Districts Of:**

* a. Applicant

TX-004

* b. Program/Project

TX-004

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:

* a. Start Date:

10/2/2025

* b. End Date:

9/30/2026

18. Estimated Funding (\$):

* a. Federal

\$294,784.00

* b. Applicant

* c. State

* d. Local

* e. Other

* f. Program Income

* g. TOTAL

\$294,784.00

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**☐ a. This application was made available to the State under the Executive Order 12372 Process for review on .☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.☒ c. Program is not covered by E.O. 12372.*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**☐ Yes☒ No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix:

Dr.

* First Name:

Zachary

Middle Name:

* Last Name:

Flores

Suffix:

* Title:

City Manager

* Telephone Number:

903-892-7200

Fax Number:

* Email:

zacharyf@cityofsherman.com

* Signature of Authorized Representative:

* Date Signed:



City Council Regular Meeting

Agenda Item No. D.2.

Meeting Date: 6/2/2025

Prepared By: Rob Rae, Developmental Services Director

Approved By: Zachary Flores, Acting City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6837

Amending The Code Of Ordinances Of The City Of Sherman, Texas, Chapter 14 (Zoning Ordinance), Article 14.02 (Zoning Districts), Section 14.02.021 (Planned Development District); Modifying Certain Existing Regulations And Prescribing New Regulations Relating To The Minimum Qualification Of A Proposed PD District; Providing A Penalty Clause With A Maximum Fine Of \$2,000, Savings/Repealing Clause, Severability Clause And An Effective Date; Providing For The Publication Of The Caption Hereof

Issue:

Modifying Certain Existing Regulations And Prescribing New Regulations Relating To The Minimum Qualification Of A Proposed PD District

Background:

At the September 18, 2024 regular meeting, the Planning and Zoning Commission voted 7/0 to recommend to City Council that the Amendment be approved for the Planned Development District regulations to allow a modification for the minimum size requirement. This amendment would allow multi-family developments with an area between 5 and 30 acres to request a PD district zone change.

In March 2025, a City Council zoning subcommittee was established to review this proposed ordinance amendment. It has recommended that the previous draft ordinance presented to P&Z be revised to reduce the minimum size requirement for Planned Development applications to 5 acres and allow any development type to apply.

At the May 20, 2025 regular meeting, the Planning and Zoning Commission voted 6/0 to recommend to City Council that the PD Amendment be approved.

Capital Improvement Program:

Origination:

Development Services

Financial Consideration:

None

Staff Recommendation:

Staff recommends that Council approve this item.

Alternatives:

The City Council could deny the request in its current form, or allow for revisions or modifications as requested.

Attachments:

1. Ordinance No. 6837

ORDINANCE NO. 6837

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING THE CODE OF ORDINANCES OF THE CITY OF SHERMAN, TEXAS, CHAPTER 14 (ZONING ORDINANCE), ARTICLE 14.02 (ZONING DISTRICTS), SECTION 14.02.021 (PLANNED DEVELOPMENT DISTRICT); MODIFYING CERTAIN EXISTING REGULATIONS AND PRESCRIBING NEW REGULATIONS RELATING TO THE MINIMUM QUALIFICATIONS OF A PROPOSED PD DISTRICT; PROVIDING A PENALTY CLAUSE WITH A MAXIMUM FINE OF \$2,000, SAVINGS/REPEALING CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW

WHEREAS, the City Council of the City of Sherman, Texas (“City Council”) finds that it is necessary to amend Chapter 14 (Zoning Ordinance) of the Code of Ordinances, City of Sherman, Texas (“Code of Ordinances”) for the purpose of prescribing regulations relating to minimum qualifications of a proposed Planned Development (PD) District; and

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

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

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

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

SECTION 2: Amendment to the Code of Ordinances, Chapter 14 (Zoning Ordinance). Article 14.02 (Zoning Districts) of the Code of Ordinances is amended as follows¹:

“ARTICLE 14.02 ZONING DISTRICTS

...

Sec. 14.02.021 PD (planned development) district.

- (a) Introduction. The planned development (PD) district is intended to facilitate the planning, design and development of integrated land uses on *qualifying large* tracts of land that

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

cannot be adequately accommodated in other zoning districts. A PD shall further the goals of the comprehensive plan, demonstrate enhanced and contextual design standards, present a well-organized and cohesive land plan and contain clear and concise development regulations.

...

(d) Minimum qualifications of a proposed PD district. To be eligible for consideration, a proposed PD district shall adhere to the following:

(1) Minimum size. A PD district shall be established with a minimum of 5 ~~200~~ contiguous acres, ~~sufficient to accommodate a large master-planned community. The city council may consider requests for a PD smaller than 200 contiguous acres if it is demonstrated that the project satisfies all other eligibility and approval criteria except for the minimum size; however, in no case shall the development area of a new PD district be less than 100 acres.~~

(2) Reserved. Mix of land uses. To ensure a mix of supporting and integrated land uses, a PD district should contain a mixture of the following:

- ~~Two housing types (single-family, attached housing/townhouse, or multifamily);~~
- ~~Retail, office, business/employment; and/or~~
- ~~A public destination (large park, public plaza, town center, school/library, or similar community gathering place).~~

~~Each of the above uses shall be of large enough area to demonstrate capacity as an integral component of the overall land-use mix within the project. At the discretion of the City, the area, density, and intensity of each proposed land use shall be evaluated by staff for overall compliance with existing plans and PD requirements.~~

(e) ...

...”

SECTION 3: Penalty. Any person, firm, corporation or entity violating any provision of this Ordinance, as it exists or may be amended, shall be deemed guilty of a misdemeanor, and on conviction thereof, shall be fined in an amount not exceeding TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00). A violation of any provision of this Ordinance shall constitute a separate violation for each calendar day in which it occurs. The penal provisions imposed under this Ordinance shall not preclude Sherman from filing suit to enjoin the violation. Sherman retains all legal rights and remedies available to it pursuant to local, state and federal law.

SECTION 4: Severability. Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional and/or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, regardless of whether any one or more sections, subsections, sentences, clauses or phrases is declared unconstitutional and/or invalid.

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

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this 2nd day of June 2025.

SHAWN TEAMANN, MAYOR

ATTEST:

**LEAH ROBERTS
EXECUTIVE DIR. OF ADMINISTRATION
ACTING CITY MANAGER**

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

RYAN D. PITTMAN, CITY ATTORNEY



City Council Regular Meeting

Agenda Item No. D.3.

Meeting Date: 6/2/2025

Prepared By: Amber Doan, Engineering Coordinator

Approved By: Zachary Flores, Acting City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6838

Abandoning a part of one (1) Drainage and Sanitary Sewer Easement located in the City of Sherman, Grayson County, Texas, being more particularly shown in Exhibit "C" and described in Exhibit "D" attached hereto and made a part hereof for all purposes, which easement is established in Instrument Number 2018-131 of the Plat Records of Grayson County, Texas

Issue:

To consider the abandonment of a portion of one (1) Drainage and Sanitary Sewer Easement located in Grahek Acre, in the City of Sherman, Grayson County, Texas

Background:

Said portion of one (1) Drainage and Sanitary Sewer Easement, which is filed of record in Instrument No. 2018-131, Plat Records, Grayson County, Texas, is not being utilized and is no longer deemed necessary. This will allow the property owner to utilize an additional lot.

Capital Improvement Program:

None

Origination:

Property Owners, Engineering Department

Financial Consideration:

None

Staff Recommendation:

Staff recommends approval of the portion of one (1) Drainage and Sanitary Sewer Easement abandonment

Alternatives:

As may be directed by City Council.

Attachments:

1. Ordinance No. 6838
2. Abandonment Request
3. Location Map

ORDINANCE NO. 6838

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, ABANDONING A PART OF ONE (1) DRAINAGE AND SANITARY SEWER EASEMENT LOCATED IN THE CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, BEING MORE PARTICULARLY SHOWN IN EXHIBIT "C" AND DESCRIBED IN EXHIBIT "D" ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES, WHICH EASEMENT IS ESTABLISHED IN INSTRUMENT NUMBER 2018-131 OF THE PLAT RECORDS OF GRAYSON COUNTY, TEXAS; 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 of Sherman, Texas has received a request to abandon a part of one (1) Drainage and Sanitary Sewer Easement, as described herein; and

WHEREAS, THE Easement is established in Instrument Number 2018-131 of the Plat Records of Grayson County, Texas; and

WHEREAS, the City Council has held a public hearing on the proposed abandonment and the abutting property owner(s) of the proposed abandonment have been notified; and

WHEREAS, the City Council has investigated and determined that all persons who own property adjacent to the easement concur and agree with the proposed abandonment; and

WHEREAS, the City Council has investigated and determined that the easements are no longer needed; and

WHEREAS, the City Council finds that it is in the best interest of the City and its citizens to abandon the City's right and interest in the easement, and that such action will benefit the public generally.

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

SECTION 1. That the part of one (1) Drainage and Sanitary Sewer Easement shown in the Exhibit "C" and described in Exhibit "D" attached hereto and made a part hereof for all purposes, are hereby abandoned.

SECTION 2. That it is the intent of the City Council that the City's rights and interests in such easement is hereby vacated.

SECTION 3. The abandonment approved by this Ordinance does not relinquish any right arising other than from the plat or other instrument creating the public easement or right-of-way,

nor does this Ordinance create new rights.

SECTION 4. That the City Clerk is hereby directed to file and record this Ordinance after its adoption in the Official Public Records of Grayson County, Texas.

SECTION 5. 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 6. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 7. 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 8. This Ordinance shall become effective immediately upon its passage and adoption.

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

INTRODUCED on this the 2nd day of June 2025.

ADOPTED on this the 2nd day of June 2025.

EFFECTIVE DATE on this the 2nd day of June 2025.

CITY OF SHERMAN, TEXAS

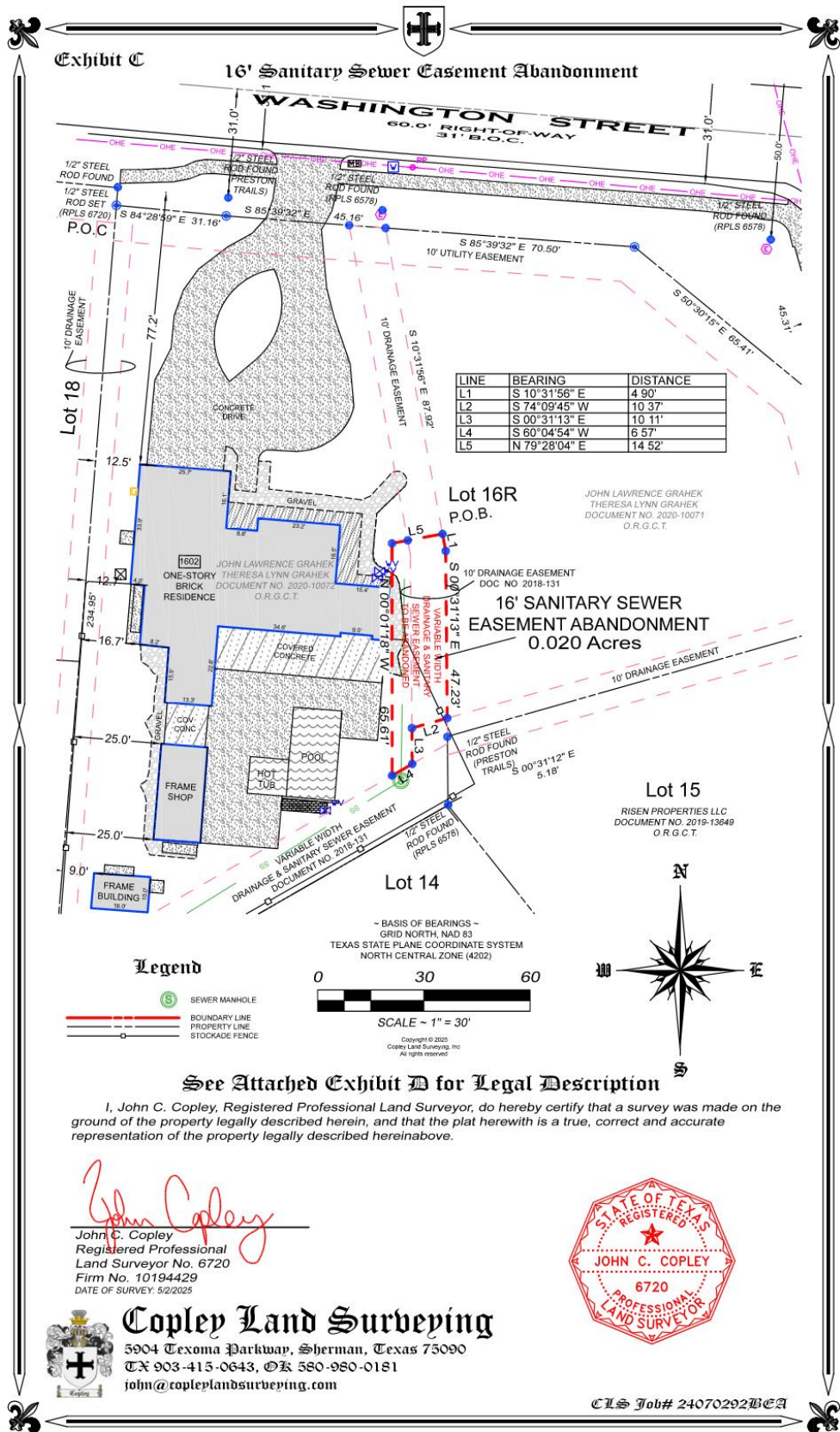
BY: _____
SHAWN TEAMANN, MAYOR

ATTEST:

BY: _____
LEAH ROBERTS
EXECUTIVE DIR. OF ADMINISTRATION
ACTING CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY



Copley Land Surveying



Exhibit D
16' Sanitary Sewer Easement Abandonment
Legal Description
CIS Job# 24070292BCA Sewer

Situated in the City of Sherman, County of Grayson, State of Texas being a part of the J.B. McNair Survey, Abstract No. 763, and being a part of a 16 foot Sanitary Sewer Easement located across Lot 16R, Grahek Acre, an addition to the City of Sherman, Texas as shown by plat of record in Document No. 2024-226, Plat Records, Grayson County, Texas, and being the same sanitary sewer easement originally conveyed in Sunset Crossing, an addition to the City of Sherman, Texas as shown by plat of record in Document No. 2018-131, of said Plat Records, and being more particularly described by metes and bounds as follows:

Commencing at a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720 in the south right-of-way of Washington Street for the northwest corner of said Lot 16R, in the east line of Lot 18, Sunset Crossing, an addition to the City of Sherman, Texas as shown by plat of record in Document No. 2018-131 of said Plat Records;

Thence along the south line of said Washington Street and the north line of said Lot 16R the following calls and distances:

South 84°28'59" East, a distance of **31.16 feet** to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720;

South 85°39'32" East, a distance of **45.16 feet** to a point;

Thence **South 10°31'56" East**, over and across said Lot 16R, a distance of **87.92 feet** to a point for the **True-Point-of-Beginning**;

Thence continuing over and across said Lot 16R the following calls and distances:

South 10°31'56" East, a distance of **4.90 feet** to a point;

South 00°31'13" East, a distance of **47.23 feet** to a point from which a 1/2" steel rod found with a cap marked PRESTON TRAILS maintaining the northwest corner of Lot 15 of said Sunset Crossing bears **South 00°31'13" East**, a distance of 5.18 feet;

South 74°09'45" West, a distance of **10.37 feet** to a point;

South 00°31'13" East, a distance of **10.11 feet** to a point;

South 60°04'54" West, a distance of **6.57 feet** to a point;

North 00°01'18" West, a distance of **65.61 feet** to a point;

North 79°28'04" East, a distance of **14.52 feet** to the **Point-of-Beginning** and containing **0.020 acres** of land.

5904 Texoma Parkway, Sherman, Texas 75090, (903) 415-0643

1

Doan, Amber

From: John Grahek <johnlgrahek@gmail.com>
Sent: Friday, May 16, 2025 10:16 AM
To: Doan, Amber; AUSTIN Hoover; Theresa Grahek
Subject: Grahek House abandoning sewer

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

Amber this is John Grahek owner of the property at 1602 west Washington st in Sherman. We are requesting the abandonment of the sewer line to our extra lot on our property so we can get our addition to our house started. We are traveling so I can't sign this document please consider this request so we can proceed. Thank you,
John L Grahek

Drainage & Sanitary Sewer Easement Abandon - Grahek Acre



0 20 40 80 Feet





City Council Regular Meeting

Agenda Item No. D.4.

Meeting Date: 6/2/2025

Prepared By: Amber Doan, Engineering Coordinator

Approved By: Zachary Flores, Acting City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6839

Abandoning a part of one (1) Drainage Easement located in the City of Sherman, Grayson County, Texas, being more particularly shown in Exhibit "A" and described in Exhibit "B" attached hereto and made a part hereof for all purposes, which easement is established in Instrument Number 2018-131 of the Plat Records of Grayson County, Texas

Issue:

To consider the abandonment of a portion of one (1) Drainage Easement located in Grahek Acre, in the City of Sherman, Grayson County, Texas

Background:

Said portion of one (1) Drainage Easement, which is filed of record in Instrument No. 2018-131, Plat Records, Grayson County, Texas, is not being utilized and is no longer deemed necessary. This will allow the owner to utilize an additional lot for an addition to their house.

Capital Improvement Program:

None

Origination:

Property Owners, Engineering Department

Financial Consideration:

None

Staff Recommendation:

Staff recommends approval of the portion of one (1) Drainage and Sanitary Sewer Easement abandonment

Alternatives:

As may be directed by City Council.

Attachments:

1. Ordinance No. 6839
2. Abandonment Request
3. Location Map

ORDINANCE NO. 6839

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, ABANDONING A PART OF ONE (1) DRAINAGE EASEMENT LOCATED IN THE CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, BEING MORE PARTICULARLY SHOWN IN EXHIBIT "A" AND DESCRIBED IN EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES, WHICH EASEMENT IS ESTABLISHED IN INSTRUMENT NUMBER 2018-131 OF THE PLAT RECORDS OF GRAYSON COUNTY, TEXAS; 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 of Sherman, Texas has received a request to abandon one (1) Drainage Easement, as described herein; and

WHEREAS, THE Easement is established in Instrument Number 2018-131 of the Plat Records of Grayson County, Texas; and

WHEREAS, the City Council has held a public hearing on the proposed abandonment and the abutting property owner(s) of the proposed abandonment have been notified; and

WHEREAS, the City Council has investigated and determined that all persons who own property adjacent to the easement concur and agree with the proposed abandonment; and

WHEREAS, the City Council has investigated and determined that the easements are no longer needed; and

WHEREAS, the City Council finds that it is in the best interest of the City and its citizens to abandon the City's right and interest in the easement, and that such action will benefit the public generally.

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

SECTION 1. That the one (1) Drainage Easement shown in the Exhibit "A" and described in Exhibit "B" attached hereto and made a part hereof for all purposes, are hereby abandoned.

SECTION 2. That it is the intent of the City Council that the City's rights and interests in such easement is hereby vacated.

SECTION 3. The abandonment approved by this Ordinance does not relinquish any right arising other than from the plat or other instrument creating the public easement or right-of-way,

nor does this Ordinance create new rights.

SECTION 4. That the City Clerk is hereby directed to file and record this Ordinance after its adoption in the Official Public Records of Grayson County, Texas.

SECTION 5. 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 6. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 7. 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 8. This Ordinance shall become effective immediately upon its passage and adoption.

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

INTRODUCED on this the 2nd day of June 2025.

ADOPTED on this the 2nd day of June 2025.

EFFECTIVE DATE on this the 2nd day of June 2025.

CITY OF SHERMAN, TEXAS

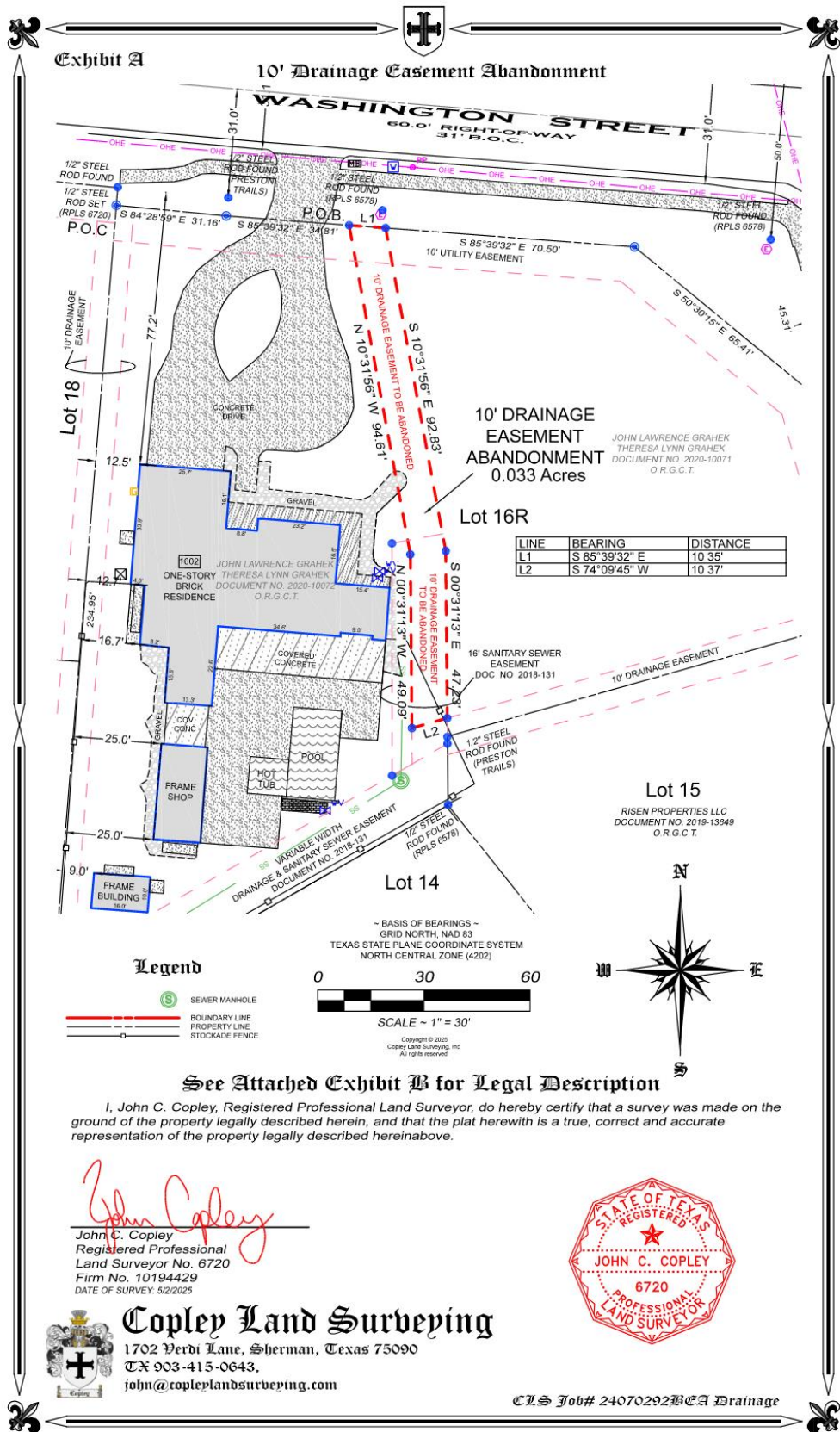
BY: _____
SHAWN TEAMANN, MAYOR

ATTEST:

BY: _____
LEAH ROBERTS
EXECUTIVE DIR. OF ADMINISTRATION
ACTING CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY



Copley Land Surveying



Exhibit B

10' Drainage Easement Abandonment

Legal Description

CLS Job# 24070292BEA

Situated in the City of Sherman, County of Grayson, State of Texas being a part of the J.B. McNair Survey, Abstract No. 763, and being a part of a 10 foot Drainage Easement located across Lot 16R, Grahek Acre, an addition to the City of Sherman, Texas as shown by plat of record in Document No. 2024-226, Plat Records, Grayson County, Texas, and being the same drainage easement originally conveyed in Sunset Crossing, an addition to the City of Sherman, Texas as shown by plat of record in Document No. 2018-131, of said Plat Records, and being more particularly described by metes and bounds as follows:

Commencing at a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720 in the south right-of-way of Washington Street for the northwest corner of said Lot 16R, in the east line of Lot 18, Sunset Crossing, an addition to the City of Sherman, Texas as shown by plat of record in Document No. 2018-131 of said Plat Records;

Thence along the south line of said Washington Street and the north line of said Lot 16R the following calls and distances:

South 84°28'59" East, a distance of **31.16 feet** to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720;

South 85°39'32" East, a distance of **34.81 feet** to a point for the **True-Point-of-Beginning**;

Thence **South 85°39'32" East**, along the south line of said Washington Street and the north line of said Lot 16R, a distance of **10.35 feet** to a point;

Thence over and across said Lot 16R the following calls and distances:

South 10°31'56" East, a distance of **92.83 feet** to a point;

South 00°31'13" East, a distance of **47.23 feet** to a point from which a 1/2" steel rod found with a cap marked PRESTON TRAILS maintaining the northwest corner of Lot 15 of said Sunset Crossing bears South 00°31'13" East, a distance of 5.18 feet;

South 74°09'45" West, a distance of **10.37 feet** to a point;

North 00°31'13" East, a distance of **49.09 feet** to a point;

North 10°31'56" West, a distance of **94.61 feet** to the **Point-of-Beginning** and containing **0.033 acres** of land.

5904 Texoma Parkway, Sherman, Texas 75090, (903) 415-0643

1

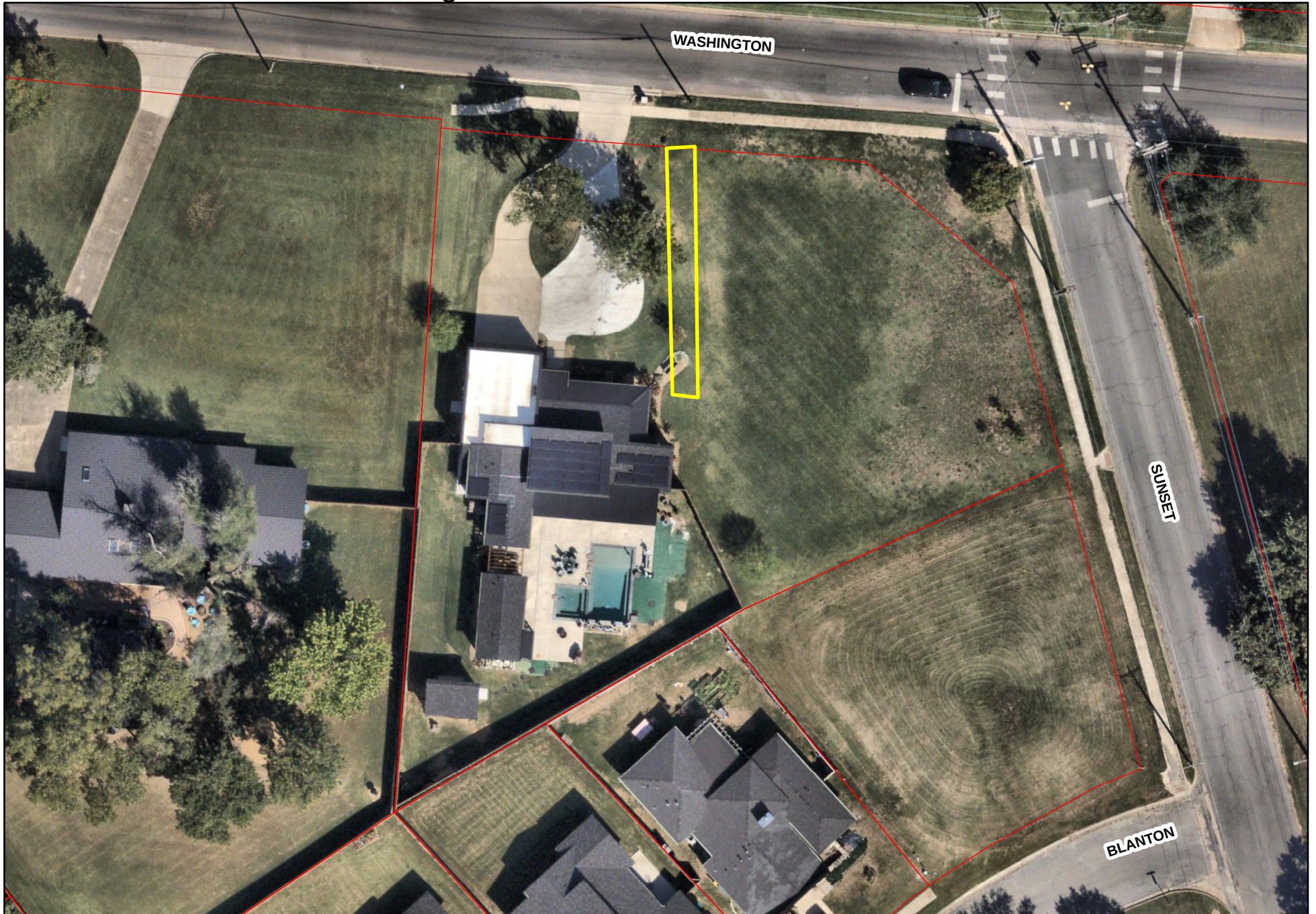
Doan, Amber

From: John Grahek <johnlgrahek@gmail.com>
Sent: Friday, May 16, 2025 10:16 AM
To: Doan, Amber; AUSTIN Hoover; Theresa Grahek
Subject: Grahek House abandoning sewer

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

Amber this is John Grahek owner of the property at 1602 west Washington st in Sherman. We are requesting the abandonment of the sewer line to our extra lot on our property so we can get our addition to our house started. We are traveling so I can't sign this document please consider this request so we can proceed. Thank you,
John L Grahek

Drainage Easement Abandon - Grahek Acre



0 20 40 80 Feet





City Council Regular Meeting

Agenda Item No. E.1.

Meeting Date: 6/2/2025

Prepared By:

Approved By:

Caption:

Close Public Hearing

Consider Adoption of Ordinances 6837, 6838 & 6839

Issue:

D.2. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6837

Amending The Code Of Ordinances Of The City Of Sherman, Texas, Chapter 14 (Zoning Ordinance), Article 14.02 (Zoning Districts), Section 14.02.021 (Planned Development District); Modifying Certain Existing Regulations And Prescribing New Regulations Relating To The Minimum Qualification Of A Proposed PD District; Providing A Penalty Clause With A Maximum Fine Of \$2,000, Savings/Repealing Clause, Severability Clause And An Effective Date; Providing For The Publication Of The Caption Hereof

D. 3. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6838

Abandoning a part of one (1) Drainage and Sanitary Sewer Easement located in the City of Sherman, Grayson County, Texas, being more particularly shown in Exhibit "C" and described in Exhibit "D" attached hereto and made a part hereof for all purposes, which easement is established in Instrument Number 2018-131 of the Plat Records of Grayson County, Texas

D. 4. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6839

Abandoning a part of one (1) Drainage Easement located in the City of Sherman, Grayson County, Texas, being more particularly shown in Exhibit "A" and described in Exhibit "B" attached hereto and made a part hereof for all purposes, which easement is established in Instrument Number 2018-131 of the Plat Records of Grayson County, Texas

Background:

Capital Improvement Program:

Origination:

Financial Consideration:

Staff Recommendation:

Alternatives:

Attachments:

None



City Council Regular Meeting

Agenda Item No. F.1.

Meeting Date: 6/2/2025

Prepared By: Jana Garner, Grants Coordinator

Approved By: Zachary Flores, Acting City Manager

Caption:

Resolution No. 7532

Authorizing Publication of the Proposed Final Statement / Annual Action Plan for the Community Development Block Grant for Program Year 2025 ; Authorizing Submission of the Block Grant Application; Authorizing Execution of Certifications of Compliance in Connection with the Administration and Conduct of the Community Development Program for Program Year 2025.

Issue:

Approval of the Program Year (PY) 2025 Community Development Block Grant Final Statement / Annual Action Plan

Background:

Each year, the City of Sherman receives an entitlement grant (Community Development Block Grant) from the U.S. Department of Housing and Urban Development (HUD). We are required to prepare and submit an annual Action Plan, which is a description of the activities that will be undertaken during the coming year to address the needs of our low- and moderate-income and special-needs citizens. This Action Plan is based on a five (5) year Consolidated Plan & Strategy developed by City staff and approved by the Sherman City Council. It serves as the City's long-term planning tool to address the identified needs of public housing, homelessness, and other non-housing community development needs and activities within the City of Sherman. For PY 2025, the City will allocate the majority of the funds towards parks improvement, substandard structure demolition, and public service activities. Over the past five (5) years, the City of Sherman's history of allocations for the Community Development Block Grant is as follows:

PY 2021 - \$378,731.00

PY 2022 - \$335,940.00

PY 2023 - \$308,195.00

PY 2024 - \$311,097.00

PY 2025 - \$294,784.00

Capital Improvement Program:

Origination:

Jana Garner, Grants Coordinator

Financial Consideration:

The City of Sherman has been allocated \$294,784, in Community Development Block Grants funds from HUD to address our various community development needs for low- to moderate-income and special-needs citizens during PY 2025.

Staff Recommendation:

It is the staff recommendation that the Sherman City Council approve the resolution to adopt the PY 2025 Community Development Block Grant Final Statement / Annual Action Plan as submitted.

Alternatives:

The Sherman City Council may change or re-appropriate these funds / allocations as they see fit.

Attachments:

1. Resolution No. 7532
2. Attachment A Final Statement Action Plan PY25

RESOLUTION NO. 7532

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING PUBLICATION OF THE PROPOSED FINAL STATEMENT/ACTION PLAN FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT FOR PROGRAM YEAR 2025; AUTHORIZING SUBMISSION OF THE BLOCK GRANT APPLICATION; AUTHORIZING EXECUTION OF CERTIFICATIONS OF COMPLIANCE IN CONNECTION WITH THE ADMINISTRATION AND CONDUCT OF THE COMMUNITY DEVELOPMENT PROGRAM FOR PROGRAM YEAR 2025

WHEREAS, under the Housing and Community Development Act of 1974, as amended, the City of Sherman is eligible to receive an estimated \$294,784 for Program Year 2025, to be expended on eligible activities primarily benefiting low- and moderate-income families and special need populations; and

WHEREAS, the Community Development Block Grant regulations require the opportunity for citizen participation in the development of the final statement and authorizing of the expenditure of such funds; and

WHEREAS, after proper notice was posted in public places and published on the website of the City of Sherman, public hearings were held by said Community Development Staff to receive citizen participation and input on March 4, 2025, and June 2, 2025; and

WHEREAS, the City Council, after due consideration of the proposed Community Development Final Statement and of all matters raised at public meetings, is of the opinion that, unless public comment warrants revisions, said final statement should be submitted to the U.S. Department of Housing and Urban Development as the Community Development Application for the City of Sherman for Program Year 2025, in order to secure funding as provided herein;

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

SECTION 1. That the Community Development Final Statement, embodying those projects set forth on Attachment "A", attached hereto and made a part hereof for all purposes, is hereby approved and adopted as the Community Development Plan of the City of Sherman, Texas, for Program Year 2025.

SECTION 2. That the City Council of the City of Sherman hereby certifies and assures the U.S. Department of Housing and Urban Development that development of this application for funds under the Housing and Community Development Act of 1974, as amended, and the implementation of the Block Grant Program will be conducted in accordance with all applicable provisions of the "Assurances" as required.

SECTION 3. That the City Manager of the City of Sherman is hereby authorized to execute, on behalf of the City of Sherman, the "Certifications" set forth on Attachment "B", attached hereto and made a part hereof for all purposes. These Certifications concern compliance with certain guidelines, regulations, and policies in preparation of this application and in conducting the Community Development Program of the City of Sherman.

SECTION 4. That the City Manager of the City of Sherman is hereby authorized to submit, as the Chief Executive Officer of the City of Sherman, and on behalf of the City of Sherman, the Community Development Final Statement and a certified copy of this resolution and all attachments thereto to the U.S. Department of Housing and Urban Development, in application for funds available to the City of Sherman under the Housing and Community Development Act of 1974, as amended. Said application shall be made on forms required by the U.S. Department of Housing and Urban Development.

SECTION 5. That the City Manager of the City of Sherman is hereby authorized and designated to act as Chief Executive Officer in connection with this application, and is hereby authorized and directed to provide such additional information as may be required in connection with said application.

SECTION 6. 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 2nd day of June 2025.

CITY OF SHERMAN, TEXAS

BY: _____
SHAWN TEAMANN, MAYOR

ATTEST:

BY: _____
LEAH ROBERTS
EXECUTIVE DIR. OF ADMINISTRATION/
ACTING CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

Attachment A

**CITY OF SHERMAN, TEXAS
FINAL STATEMENT/ACTION PLAN OF
COMMUNITY DEVELOPMENT OBJECTIVES
AND PROJECTED USE OF FUNDS FOR PROGRAM YEAR 2025**

GRANT NO: B-25-MC-48-0027

The City of Sherman has received notice from the U.S. Department of Housing and Urban Development (HUD) that its entitlement grant for the Community Development Program (CDBG) for program year 2025 is \$294,784.00. These funds will be available on October 1, 2025. Activities that directly benefit low- and moderate-income persons will be available citywide. Other activities which have an area benefit will only be available in areas of the city which are populated by a majority of low- and moderate-income persons. The City has met citizen participation requirements.

The City of Sherman's Consolidated Plan is a document which is required by the U.S. Department of Housing and Urban Development, and includes the following subjects: (1) Housing and Homeless Needs Assessment - A description of the jurisdiction's estimated housing needs for the ensuing five-year period; (2) Housing Market Analysis - A description of the significant characteristics of the jurisdiction's housing market, including supply, demand, condition and cost of housing and the housing stock and services available (i.e., public and assisted housing, homeless, elderly, frail elderly, persons with disabilities (mental/physical/developmental), persons with alcohol and other drug addictions, and persons with HIV/AIDS and related diseases; (3) Strategic Plan - A description of the five-year strategy and plan to address affordable housing, homelessness, other special needs and non-housing community development plan; and, (4) Action Plan - A description of the jurisdiction's one-year plan of activities to be undertaken during the coming year.

The overall goal of this community development planning and development program is to develop viable urban communities by providing suitable living environments and expanded economic opportunities, principally for low-moderate income persons and special need populations of the City of Sherman. Therefore, based on these objectives, the following use of funds is being proposed:

**COMMUNITY DEVELOPMENT PROGRAM ACTION PLAN
PROGRAM YEAR 2025**

DEMOLITION/CLEARANCE PROGRAM: \$88,000

A program to demolish vacant, substandard structures and clear property lots that pose a risk to health and safety.

HABITAT FOR HUMANITY: \$15,000

A program to provide roof repairs to owner-occupied homes belonging to low- and moderate-income Sherman residents.

CITY PROJECTS: \$95,988

Programs to fund projects within low- and moderate-income target areas throughout the city of Sherman, promoting general health and wellness among the entire community.

PROGRAM ADMINISTRATION: \$51,583

The City proposes to use the Administration funds for personnel and support for all phases of the application process, environmental reviews, fair labor standard compliance, contract management, fair housing Grantee Performance Report, and preparation of annual Action Plan, and Performance Report associated with the City of Sherman Five-Year Consolidated Plan and Strategy.

PUBLIC SERVICE ACTIVITIES: \$44,213

- **BOYS & GIRLS CLUB OF SHERMAN, INC.: \$3,401**
Funds to be used to assist with the development and advancement of programs for children from low- and moderate-income households.
- **CASA OF GRAYSON COUNTY: \$3,401**
A program to train and support volunteer advocates and staff on process and procedures to advocate for foster children in Grayson County that have been abused or neglected.
- **CHILD & FAMILY GUIDANCE CENTER: \$3,401**
A program to provide counseling services for family dysfunction, alcohol and substance abuse, domestic violence, and sexual abuse for low- and moderate-income Sherman residents.
- **CHILDREN'S ADVOCACY CENTER: \$3,401**

- A program to provide quality services to abused and traumatized children who reside within the city of Sherman.
- **FOUR RIVERS OUTREACH: \$3,401**
A program that serves those who are overcoming their struggles with addiction by providing a men's residential facility and a 12-month Life Renewal program.
- **GRAND CENTRAL STATION: \$3,401**
A program to support nutrition, laundry and showers for low- and moderate-income Sherman residents.
- **GRAYSON COUNTY CRISIS CENTER: \$3,401**
A program of activities that will provide emergency assistance to homeless women and children of domestic violence who reside within the city limits of Sherman.
- **HOUSE OF ELI: \$3,401**
Funds will be used to house and assist young men, ages 18-21, who are aging out of foster care or being released from incarceration provide shelter, food, clothing, personal needs, and a family environment in which they can thrive.
- **MULTICULTURAL FAMILY CENTER: \$3,401**
Provide direct adult educational services to underserved immigrant population including ESL, Parenting, Family Literacy and Citizenship.
- **SHERMAN HOUSING AUTHORITY: \$3,401**
A program to address the problems of drug abuse and associated crime in public housing. Activities include increasing law enforcement services to stop the sale of illegal drugs in and around assisted housing, apprehend sellers of such drugs, and reduce crime in the assisted housing area.
- **TEXOMA AREA PARATRANSIT SYSTEM: \$3,401**
Funds will pay public transportation costs for eligible residents to access medical, nutrition, education, grocery, and other eligible activities.
- **TEXOMA FAMILY SHELTER, INC.: \$3,401**
A program of activities that will provide emergency assistance to homeless individuals and families, who at one time, resided within the city limits of Sherman.
- **UNITED WAY OF GRAYSON COUNTY: \$3,401**
The Tiny Toes program targets low- to moderate-income Sherman residents with children aged 0-5 in homes that have stressors.

ALLOCATION FOR PROGRAM YEAR 2025: \$294,784

The City of Sherman seeks, through the following program objectives, to improve housing conditions, neighborhood appearance, employment opportunities, and the overall quality of life for low and moderate-income citizens. No activities will be undertaken which cause involuntary displacement of persons.

CITY OF SHERMAN COMMUNITY DEVELOPMENT OBJECTIVES

1. Encourage citizen participation and input to obtain maximum public involvement in program activities.
2. Promote the general health and wellness of all members of the community through improved parks and recreational facilities in the low- and moderate-income target areas.
3. Improve the quality of life for Sherman residents with the removal of structures that create unsafe, unsanitary, and hazardous situations for the public.
4. Promote drug elimination programs for low- and moderate-income assisted housing families and households.
5. Provide support for provision of emergency shelter, food, and assistance to the homeless and those in danger of becoming homeless.
6. Assist in providing counseling services to youth and adults from low- and moderate-income families.
7. Assist in providing activities for children and teens from low- and moderate-income families.
8. Provide support for provision of shelter and assistance to men in overcoming addiction.
9. Provide services for abused and neglected children.

The Action Plan of Community Development Objectives and Projected Use of Funds for Program Year 2025 are available in the Finance Department of the City of Sherman. Any citizen or agency interested in commenting on this Final Statement of Objectives is invited to submit written comments c/o Jana Garner, Grants Coordinator, City of Sherman, P.O. Box 1106, Sherman, TX 75091-1106. Written comments must be received prior to 5:00 p.m. on July 3, 2025. Comments received will be included in the summary of citizen participation of this Plan.



City Council Regular Meeting

Agenda Item No. F.2.

Meeting Date: 6/2/2025

Prepared By: Jason Jeffcoat, Police Chief

Approved By: Zachary Flores, Acting City Manager

Caption:

RESOLUTION NO. 7533

Award a Bid to and Authorize Execution of a Contract with Onyx Construction Group, LLC for the Animal Services Facility Remodel Project

Issue:

To consider awarding and authorizing execution of a contract with Onyx Construction Group, LLC of Van Alstyne, Texas, based upon an Invitation to Bid (ITB) for the Animal Services facility remodel.

Background:

On Friday, May 9, 2025, a public request for competitive, sealed bids resulted in eight (8) responsive bids. Onyx Construction Group, LLC of Van Alstyne, Texas, was the lowest responsive bid.

Capital Improvement Program:

Origination:

Animal Services

Financial Consideration:

The total proposed cost is approximately \$53,578.00 and is funded by the 2025 Tax Notes.

Staff Recommendation:

Staff recommends that the City Council award the contract to Onyx Construction Group, LLC of Van Alstyne, Texas.

Alternatives:

As may be directed by the City Council

Attachments:

1. Resolution No. 7533
2. Construction Agreement_Onyx
3. Addendum 1 - Animal Services Facility Remodel
4. Exhibit A_ITB - Animal Services Facility Remodel
5. Exhibit B_Bid Submittal_Onyx Construction Group LLC
6. Exhibits C, D and E__ Onyx Construction Group LLC
7. Bid Tabulation - Animal Services Remodel ITB

RESOLUTION NO. 7533

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH ONYX CONSTRUCTION GROUP, LLC FOR ANIMAL SERVICES FACILITY 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 Onyx Construction Group, LLC is hereby awarded the City of Sherman's contract for the Animal Services Facility 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 Onyx Construction Group, LLC, for the Animal Services Facility 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 2nd day of June 2025.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LEAH ROBERTS
EXECUTIVE DIR. OF ADMIN. /
ACTING CITY CLERK

BY: _____
SHAWN TEAMANN, MAYOR

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

BY: _____
RYAN PITTMAN, CITY ATTORNEY

**CONSTRUCTION AGREEMENT BETWEEN THE CITY OF SHERMAN, TEXAS
AND ONYX CONSTRUCTION GROUP, LLC**

The **City of SHERMAN, Texas**, a home-rule municipality (“**SHERMAN**”), and **Onyx Construction Group, LLC**, a limited liability company (“**Contractor**”), enter into this Construction Agreement (“**Agreement**”) for the **Animal Services Facility Remodel**. 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 **Animal Services Facility Remodel** 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 **Animal Services Facility Remodel**; 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 Fifty Three Thousand Five Hundred Seventy-Eight Dollars and No Cents (\$53,578.00) 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 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: zacharyf@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

Onyx Construction Group, LLC
a limited liability company

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: _____



Addendum #1

Animal Services Facility Remodel Bid No. 2025-14

In order to provide time for the City Fire Marshall to complete inspection of the areas included within the scope of this remodel, and for the City to provide an asbestos survey for prospective contractors, the current bid opening currently scheduled at 2pm, on May 2, 2025 is rescheduled.

Bids will now be due and opened at 2pm, May 9, 2025.

****Answer to questions from vendor inquiries****

- 1) With drywall installation involved, is contractor to paint the whole interior remodel area to match and provide a continuous look? Yes**
- 2) Just to confirm, there will not be the inclusion of any type of suppression in a proposal, depending on Fire Marshall inspection?
Only if the inspection by the City Fire Marshall requires it. An additional addendum will be posted IF fire suppression is to be included.**

Exhibit A
Invitation to Bid



City of Sherman
PO Box 1106
Sherman, TX 75091-1106

Invitation to Bid

For

ANIMAL SERVICES FACILITY REMODEL
ITB No. 2025-14

Publication Dates: **Saturday April 12, 2025**
 Saturday April 19, 2025

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CITY OF SHERMAN, TEXAS

FINANCE DEPARTMENT

INVITATION TO BID - BID NO. 2025-14; ANIMAL SERVICES FACILITY REMODEL

The enclosed **INVITATION TO BID** (ITB) and accompanying **SPECIFICATIONS** are for your convenience in bidding the enclosed referenced **ANIMAL SERVICES FACILITY REMODEL** for the City of Sherman.

Questions may be addressed to the Finance Department at the address listed below. The bids will be opened at **2:00 p.m. on Friday, May 2, 2025**, at the following address:

**City of Sherman – Finance Department
Municipal Building
405 N. Rusk Street
Sherman, TX
903-892-7215
craigl@cityofsherman.com**

Bids may be submitted by mail to the following address:

**City of Sherman
Finance Dept. – ITB for ANIMAL SERVICES FACILITY REMODEL- No. 2025-14**

**P.O. Box 1106
Sherman, TX 75091-1106**

OR

Electronically at www.publicpurchase.com

OR

By delivery at the Municipal Building address listed above.

NOTICE TO BIDDERS

Bids will be received by the City of Sherman, Sherman, Texas, at the Finance Department, Attention: Craig Long, Sherman Municipal Building, 405 N. Rusk, Sherman, Texas 75091 until the hour **2:00 PM on the 2nd day of May 2025**, at which time bids duly delivered and submitted will be considered for supplying the following:

BID NO. 2025-14 – ANIMAL SERVICES FACILITY REMODEL

The award is intended to be included on the agenda of a regularly scheduled meeting of the City Council at the following address:

**City Council Chambers
City Hall
220 W. Mulberry
Sherman, TX**

Each bid delivered to the City shall be sealed and clearly marked “ANIMAL SERVICES FACILITY REMODEL – Bid # 2025-14” on the exterior of the bid. Electronic submittals may only be made through Public Purchase at <https://www.publicpurchase.com>. No email or faxed bids will be accepted. Each bid shall be **manually signed and dated by a person having the authority to bind the firm in a contract. Bids that are not signed and dated will be rejected.**

A non-mandatory pre-bid meeting is scheduled at **10:00 a.m., Tuesday, April 22, 2025**, to be located at the Animal Services Facility, **1800 E. Ida Road, Sherman, Texas**. The pre-bid meeting will be the primary time slot available for a site visit. To request any other date/time for a site visit, contractors are to contact Assistant Chief Nic Emmons, 903-892-7279, or Lt. Alex Shivers @ 903-892-7202.

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., Friday, May 2, 2025**, at which time the sealed bids will be opened.

Any bid received after stated closing time will be returned unopened. If bids are sent by mail to the Finance Department, the bidder shall be responsible for actual delivery of the bid before the advertised date and hour for opening of bids. If the mail is delayed by the postal service, courier service, or an ISP (Internet Service Provider), beyond the date and hour set for the bid opening, bids thus delayed will not be considered.

The City of Sherman will receive sealed bids for: **ANIMAL SERVICES FACILITY REMODEL.**

Bidders should carefully examine all terms, conditions, specifications and related documents. Should a bidder find discrepancies in or omissions from the specifications or related documents, or

should there be doubt as to their meaning, the City of Sherman Finance Department should be notified immediately for clarification prior to submitting the bid. In the event of any conflict between the terms and conditions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, the City of Sherman's interpretation shall govern.

Information concerning the bid specifications or bid process/procedures may be submitted in writing to Craig Long, Budget Analyst at craigl@cityofsherman.com, or via phone at (903) 892-7215.

Until the final awarding by the City of Sherman, said City reserves the right to reject any and/or all bids, to waive technicalities, to re-advertise, and proceed otherwise when the best interests of said City will be realized hereby.

[Rest of Page Intentionally Left Blank]

CITY OF SHERMAN GENERAL CONDITIONS

ADDENDA

It is the responsibility of the vendor to check for addenda. Addenda will be posted to: www.ci.sherman.tx.us and to www.publicpurchase.com.

ANNUAL CONTRACT FUNDING

The city operates on a fiscal year that ends on September 30th. Because state law mandates that a municipality may not commit funds beyond a fiscal year, this bid is subject to cancellation if funds for this commodity are not approved in the next fiscal year.

ASSIGNMENT OF BID/CONTRACT

The successful bidder may not assign their rights and duties under and award without the written consent of the City. Such consent shall not relieve the assignor of liability in event of default by their assignee.

BID CONSIDERATION / TABULATION

Until final award of the Contract, the city reserves the right to reject any or all bids, to waive technicalities, and to re-advertise for new bids, or proposed to do the work otherwise in the best interests of the City.

BID SUBMISSION

Bids may be submitted in person, by mail, or electronically at www.publicpurchase.com.

- Submit bids via mail to PO Box 1106, Sherman, TX 75091-1106.
- To submit a bid via mail, all documents must be returned and an original signature provided on the proposal to bidders sheet.
- Bids will not be accepted without a signature.
- Bids submitted by email or fax will not be accepted.
- The City is not responsible for mail service. See page 4, paragraph 2 of the Notice to Bidders.

BRAND NAMES

If items for which bids have been called for have been identified by a “brand name or equal” description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory. Bids offering “equal” products will be considered for award if such products are clearly identified in the bids and are determined by the City to be equal in all material respects to the brand name products referenced. **Unless the bidder clearly indicates in their bid that they are offering an “equal product”, their bid shall be considered as offering a brand name product referenced in the Proposal Schedule.**

CHANGES OR ALTERATIONS

No part of this bid may be changed/alterd in any way. Vendors must submit written requests to change any specifications/conditions with their proposal. ***Changes made without submission of a written request to this bid will result in disqualification.***

COMPLETING INFORMATION

Bidder must fill in all information asked for in the blanks provided under each item. Failure to comply may result in rejection of the Bid at the City's option.

CONTRACT CLAUSE

All bidders understand and agree that the vendor's bid response will become a legally binding contract upon acceptance in writing by the City. This contract may be superseded only if replaced with a more extensive contract that is agreed to by both parties.

DEFAULT

In case of default of the successful bidder, the city of Sherman may procure the articles from other sources and hold the bidder responsible for any excess cost occasioned thereby.

DELIVERY

The City reserves the right to demand bond or penalty to guarantee delivery by the date indicated. If order is given and the Bidder fails to furnish the materials by the guaranteed date, the City reserves the right to cancel the order without liability on its part. All prices are to be F.O.B. Sherman, Texas all freight prepaid.

DELIVERY DATE

Delivery date is an important factor to the City and may be required to be a part of each bid. The city of Sherman considers delivery time to be that period elapsing from the time the individual order is placed until that order or work thereunder is received by the City at the specified delivery location. The delivery date indicates a guaranteed delivery at Sherman, Texas. Failure of the bidder to meet guaranteed delivery dates or service performance could affect future City orders.

Whenever the Contractor encounters any difficulty which is delaying or threatens to delay timely performance (including actual or potential labor disputes), the Contractor shall immediately give notice thereof in writing to the City, stating all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery or performance schedule or be construed as a waiver by the City of any rights or remedies to which it is entitled by law or pursuant to provisions herein. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery or performance schedule because of such delivery.

INDEMNIFICATION

In case any action in court is brought against the Owner, or any officer or agent of the Owner, for the failure, omission, or neglect of the vendor to perform any of the covenants, acts, matters, or things by this contract undertaken; or for injury or damage caused by the alleged negligence of the vendor or his subcontractors or his or their agents, or in connection with any claim based on lawful

demands of subcontractors, workmen, materialmen, or suppliers the vendor shall indemnify and save harmless the Owner and his officers and agents, from all losses, damages, costs, expenses, judgments, or decrees arising out of such action.

INSURANCE

Deductibles, of any type, are the responsibility of the vendor/contractor.

MISCELLANEOUS

Except as to any supplies or components which the specifications provide need not be new, all supplies and components to be provided under this contract shall be new (not used or reconditioned, and not of such age or so deteriorated as to impair their usefulness or safety), of current production and of the most suitable grade for the purpose intended. If at any time during the performance of this contract the Contractor believes that the furnishing of supplies or components which are not new is necessary or desirable, they shall notify the City immediately, in writing, including the reasons therefore and proposing any consideration which will flow to the City if authorization to use supplies or components is granted.

The city of Sherman supports a recycling program. Recycled materials are acceptable and will be considered for award. The City desires to use recycled products when a comparable material/product is available. If your company distributes products made of recycled materials please submit an alternate bid for the items requested. All recycled products should meet the minimum standards established in the bid specifications provided. State any exceptions: costs, warranties and percentage of recycle materials used in the manufacture of the material/product. The City will determine the acceptability of the materials/product bid as an alternate.

Successful bidder(s) agrees to extend prices to all entities that have entered into or will enter into joint purchasing inter-local cooperation agreements with the city of Sherman. As such, the city of Sherman has executed an inter-local agreement with certain other governmental entities authorizing participation in a cooperative purchasing program. The successful vendor may be asked to provide product/services, based upon the bid price, to any other participant in the forum.

The City operates on a fiscal year that ends on September 30th. State law mandates that a municipality may not commit funds beyond a fiscal year; this bid is subject to cancellation if funds for this commodity are not approved in the next fiscal year.

PAYMENT TERMS & CONDITIONS

All bids shall specify terms and conditions of payment, which will be considered as part of, but not control, the award of bid. City review, inspection, and processing procedures ordinarily require thirty (30) days after receipt of invoice, materials or service. Bids which call for payment before 30 days from receipt of invoice, or cash discounts given on such payment, will be considered only if in the opinion of the City the review, inspection and processing procedures can be completed as to the specific purchases within the specified time. It is the intention of the city of Sherman to make payment on completed orders within thirty (30) days of receiving invoicing unless unusual circumstances arise. Invoices shall be fully documented as to labor, materials and equipment provided.

PROVISIONAL CLAUSES

The city of Sherman will not enter into any contract where the cost is provisional upon such clauses as are known as “escalator” or “cost-plus” clauses.

REJECTION OF BIDS

The City reserves the right to reject any or all bids or to waive technicalities at its option when in the best interests of said City. Bids will be considered irregular if they show any omissions, alteration of form, additions, or conditions not called for, unauthorized alternate bids or irregularities of any kind. However, the City reserves the right to waive any irregularities and to make the award in the best interests of the City.

The City reserves the right to reject any or all bids, and all bids submitted are subject to this reservation. Bids may be rejected, among other reasons, for any of the following specific reasons:

- Bids received after the time limit for receiving bids as stated in the advertisement.
- Proposal containing any irregularities.
- Bids submitted via fax or email.
- Unbalanced value of any items.

Bidders may be disqualified and their bids not considered, among other reasons, for any of the following specific reasons:

- Reason for believing collusion exists among the Bidders.
- Reasonable grounds for believing that any Bidder is interested in more than one Proposal for the work contemplated.
- The Bidder being interested in any litigation against the City.
- The Bidder being in arrears on any existing contract or having defaulted on a previous contract.
- Lack of competency as revealed by a financial statement, experience and equipment, questionnaires, etc.
- Uncompleted work, which in the judgment of the City will prevent or hinder the prompt completion of additional work if awarded.

REQUEST FOR NON-CONSIDERATION

Bids deposited with the City cannot be withdrawn prior to the time set for opening bids. Request for non-consideration of bids must be made in writing to the Finance Department and received by the City prior to the time set for opening bids. After other bids are opened and publicly read, the Proposal for which non-consideration is properly requested may be returned unopened. The Proposal may not be withdrawn after the bids have been opened, and the Bidder, in submitting the same, warrants and guarantees that this bid has been carefully reviewed and checked and that it is in all things true and accurate and free of mistakes and that such bid will not and cannot be withdrawn because of any mistake committed by the Bidder.

SALES TAX

The total for each bid submitted must include any applicable taxes. Although the City is exempt from most City, State, or Federal taxes, this is not true in all cases. It is suggested that taxes, if any, be separately identified, itemized, and stated on each bid. The City cannot determine for the bidder

whether or not the bid is taxable to the City. The bidder through the bidder's attorney or tax consultant must make such determination. Bills submitted for taxes after the bids are awarded will not be honored.

PROPOSAL DEFINITIONS:

"City" is the City of Sherman, Texas.

"Bidder" is an individual or business submitting a bid or proposal to the City of Sherman.

"Independent contractor" or "contractor" is one who contracts to perform work or furnish materials in accordance with a contract.

I. PROPOSAL TERMS

- A. The City of Sherman reserves the right to reject any and all proposals received as a result of this ITB. If a proposal is selected, it will be the most advantageous regarding price, quality of service, the independent contractor's qualifications and capabilities to provide the specified service, and other factors which the City of Sherman may consider. The City does not intend to award a contract fully on the basis of any response made to the proposal: the City reserves the right to consider proposals for modifications at any time before a contract would be awarded; and negotiations would be undertaken with the independent contractor whose proposal is deemed to best meet the City's specifications and needs.
- B. Proposals must be signed by an official authorized to bind the independent contractor to its provisions for a period of at least ninety (90) days. Failure of the successful bidder to accept the obligation of the contract may result in the cancellation of any award.
- C. In the event it becomes necessary to revise any part of the ITB, addenda will be provided. The deadline for submission of proposals may be adjusted to allow for revisions. To be considered, the entire proposal document, with any amendments, should be returned by the specified date, time and method identified on page 2 of this document.
- D. Proposals should be prepared simply and economically providing a straightforward, concise description of the independent contractor's ability to meet the requirements of the ITB. Proposals shall be written in ink or typewritten. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person signing the proposal.
- E. The price quotations from the contractor stated in this proposal will not be subject to any price increase from the closing date of this ITB to the mutually agreed to date of contract.
- F. The City of Sherman reserves the right to award a separate contract to separate vendors for each item/group or to award one contract for the entire ITB.

SCOPE OF WORK

Contract shall provide all labor and materials, and perform all work necessary for the completion of improvements as described below:

- Remove 1,800 SF of tile flooring.
- Replace removed tile flooring with 1,800 SF of equivalent height of epoxy resin flooring.
- Remove and install 11'x16' of stainless L-shaped counter top, with bar topper on the 16' side. Counter top should be granite or quartz.
- Remove and install 15' of upper cabinetry and 12' of lower cabinetry, which will include a granite or quartz counter top and new sink. Counter top must match throughout project.
- Remove two 36" doors and replace with metal doors of same size. Additionally, install access control locks.
- Remove four ceiling fans, replacing two of them.
- Repaint and install trim for six rooms, approximately 1,800 SF.
- Remove and replace old lighting.
- Remove and replace three-foot bathroom vanity with granite or quartz vanity.
- Remove 325 SF of wooden paneling on ceiling, replacing with drywall.
- Install a 2' stainless wainscoting for 18 feet of wall in a utility closet.

BIDDERS INFORMATION

Bidder's Name: _____

Bidder's Company _____

Bidder's Address _____

Bidder's City/State _____

Bidder's Phone/Fax # _____

Bidder's E-Mail _____

BID FORM

Bidder accepts all of the terms and conditions set forth in the Advertisement for Bid and the Bid Specification Package. Bidder has visited the site and become familiar with and is satisfied as to the general conditions that may affect cost, progress, and performance of specified work.

Lump Sum Price: \$ _____

Signature of Bidder _____

Bidder (print name) _____

Contractor References

Customer Name: _____

Address: _____

Contact: _____ Telephone #: _____

Scope of work performed: _____

Length of Service: _____

Customer Name: _____

Address: _____

Contact: _____ Telephone #: _____

Scope of work performed: _____

Length of Service: _____

Customer Name: _____

Address: _____

Contact: _____ Telephone #: _____

Scope of work performed: _____

Length of Service: _____

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**FORM CIQ****For vendor doing business with local governmental entity****This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes

☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

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.

TEXAS ETHICS FORM 1295 & VERIFICATION FORM 2270

NOTE: TEC Form 1295 will not be required for all submitting contractors, but, will be required from the recommended contractor prior to award. Verification Form 2270 is required with all proposal submittals. See next page for forms.

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: **2025-14**

Description of Goods and Services to be provided: **Animal Services Facility Remodel**
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.

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
Animal Services Facility Remodel (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 **Animal Services Facility Remodel** (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 **Animal Services Facility Remodel** (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:

**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 **Animal Services Facility Remodel**. 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 **Animal Services Facility Remodel** 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 **Animal Services Facility Remodel**; 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

CONTRACTOR:

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: _____

BIDDERS INFORMATION

Bidder's Name: Jeff Skinner
Bidder's Company Onyx Construction Group LLC
Bidder's Address 14333 FM 121 Suite 9
Bidder's City/State Van Alstyne, TX 75495
Bidder's Phone/Fax # 903-482-6699, 214-901-4886
Bidder's E-Mail jsskinner@onyxconstructiongroup.net

BID FORM

Bidder accepts all of the terms and conditions set forth in the Advertisement for Bid and the Bid Specification Package. Bidder has visited the site and become familiar with and is satisfied as to the general conditions that may affect cost, progress, and performance of specified work.

Lump Sum Price: \$ 53,578⁰⁰

Signature of Bidder 
Bidder (print name) Jeff Skinner

Contractor References

Customer Name: Churchill at Longview Apartments
Address: 1501 Whaley St Longview, TX 75601
Contact: Lisa Rogers - VP Telephone #: 817-360-5067
Scope of work performed: Carpentry, drywall, and full paint of 10 building apartment complex
Length of Service: 3 months

Customer Name: Oaks Hackberry Creek Apartments
Address: 6901 State Hwy 161 Las Colinas, TX 75039
Contact: Alex Bjornnes - Asset mgmt Telephone #: 952-465-4263
Scope of work performed: Remodel of Leasing Office and Community Room
Length of Service: 2 months

Customer Name: City of Parker
Address: 5700 E Parker Rd Parker, TX 75002
Contact: Grant Savage - Finance Mgr Telephone #: 903-815-2160
Scope of work performed: City office renovation and flooring installation
Length of Service: 3 weeks

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.*Onyx Construction Group 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._____
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

5/18/25

Date

Exhibit D
Affidavit of No Prohibited Interest

THE STATE OF Texas §

THE COUNTY OF Grayson §

I, Jeff Skinner, 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.

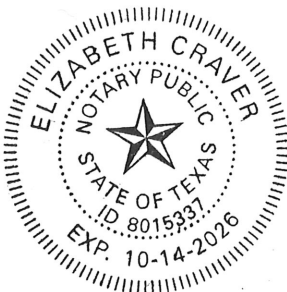
Signed this 8th day of May, 2025.

Jeff Skinner - owner
Signature of Official/Title

BEFORE ME, the undersigned authority, this day personally appeared Jeff Skinner, 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 8th day of May, 2025.

Elizabeth Craver
Notary Public in and for the State of TEXAS
My commission expires: 10-14-26



VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE CHAPTER 2270

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

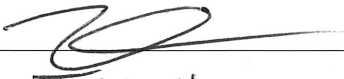
1. Does not boycott Israel; and,
2. Will not boycott Israel during the term of the contract.

SIGNED BY:

Print Name & Title:

Firm Name:

Date Signed:

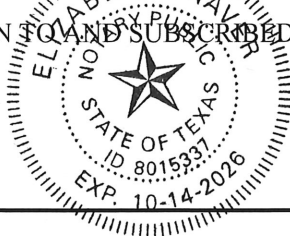

Jeff Skinner - owner
Onyx Construction Group LLC
5/8/25

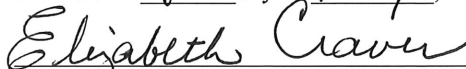
NOTARIZATION

THE STATE OF Texas)
COUNTY OF Grayson)

BEFORE ME, the undersigned notary public on this day personally appeared Jeff Skinner, on behalf of Onyx Construction Group LLC (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 AND SUBSCRIBED before me on the 8TH day of May, 2025.




NOTARY PUBLIC IN AND
FOR THE STATE OF Texas

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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/8/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Swingle, Collins & Associates 13760 Noel Road, Suite 600 Dallas TX 75240	CONTACT NAME: PHONE (A/C, No, Ext): 972-387-3000 E-MAIL ADDRESS: services@swinglecollins.com FAX (A/C, No): 972-387-3808
INSURED Onyx Construction Group LLC 601 Manchester St Van Alstyne TX 75495	INSURER(S) AFFORDING COVERAGE INSURER A : Hanover Specialty Insurance Brokers, Inc INSURER B : Texas Mutual Insurance Co INSURER C : Berkshire Hathaway Homestate Insurance Company INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 1181790497 **REVISION NUMBER:**

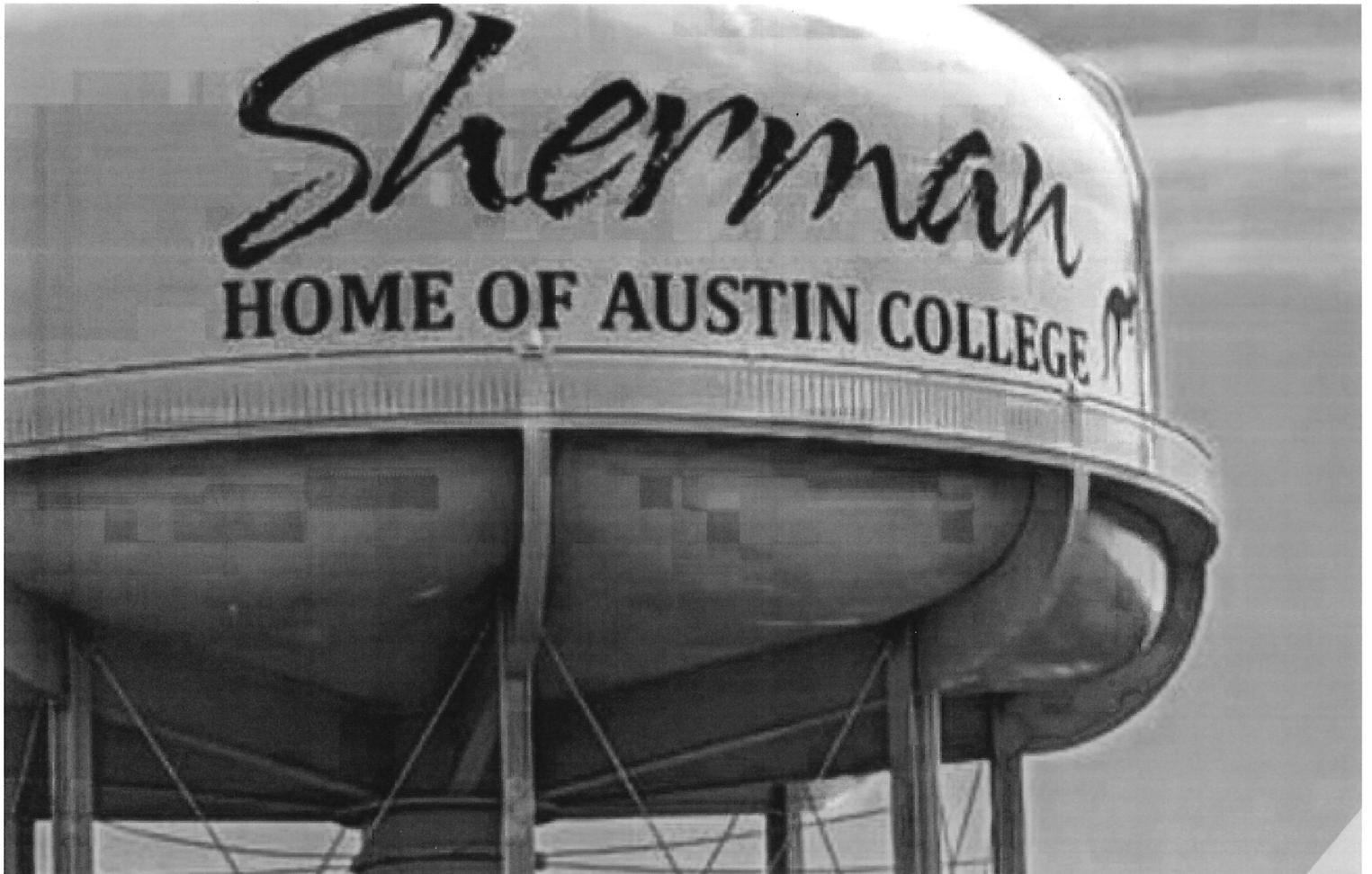
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			L3D-J756366-00	6/18/2024	6/18/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			02APM048617-01	6/19/2024	6/19/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB ☐ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000			L3D-J756368-00	6/18/2024	6/18/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	☐ Y ☒ N	N/A	0002112934	6/28/2024	6/28/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is included as Additional Insured as respects General Liability Including Ongoing and Completed Operations as required by written contract.
Certificate Holder is included as Additional Insured as respects General & Auto Liability as required by written contract.
Waiver of Subrogation applies as respects General & Auto Liability and Workers Compensation as required by written contract.

CERTIFICATE HOLDER City of Sherman, its officers, agents, representatives and employees 317 S Travis Street Sherman TX 75090	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

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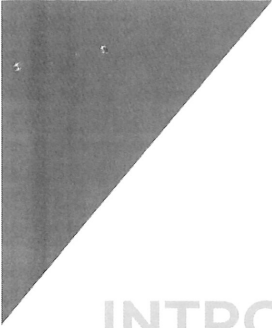


MAY 08, 2025

ANIMAL SERVICES FACILITY REMODEL

P.O. Box 1106
Sherman, TX
75091-1106

jskinner@onyxconstructiongroup.net
2149014886



INTRODUCTION

City of Sherman,

Thank you for the opportunity to bid on the improvements to your Animal Services Facility. Please find the detailed estimate below.

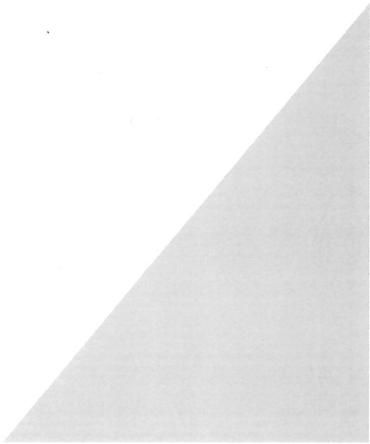
The following estimate is for:

1. Animal Services Facility Remodel

Once the job is complete, we will perform a thorough inspection of your project to make sure we did everything correctly and up to our strict standards and the site is spotless.

If you have any questions, please give me a call. We always want to provide the best value to our clients. Thanks for your time and consideration.

Kind regards,
Jeff Skinner
jskinner@onyxconstructiongroup.net
214-901-4886



BEST

Description	Qty	Unit price	Line total
Animal Services Facility Remodel			
Scope of Project	1	\$53,578.00	\$53,578.00
-Demo all specified tile flooring -Prep all floors for new Epoxy oating application -Demo all wooden paneling on fir downs -Install new drywal at demo areas(tape, bed and texture) -Demo existing cabinets/countertops in front counter area, kitchen, and bathroom -Demo existing lighting and fans, install 2 new fans -Remove and replace (2) 36 inch metal doors and jambs -Install new door hardware with access controls -Apply new Epoxy floor coating(Sherwin Williams Armorseal 2 part) approx. 1800 Sq Ft -Install new 6 inch baseboard in specified rooms -Install new cabinets(stain grade with stainless steel cladding on customer side) in front area-11ft x 16ft with new 3cm granite countertops and bar top -Install new cabinets in in kitchen area(15 ft bases, 18 ft uppers stain grade) with new 3cm granite tops -Install new bath vanity(3ft stain grade) with new 3cm granite countertop -Install (2) new sinks and ensure plumbing is functioning properly -Install 2ft stainless wainscotting in utility closet -Clean up and haul away all job related debris			

Estimate subtotal	\$53,578.00
Total	\$53,578.00

TERMS & CONDITIONS

This proposal may be withdrawn if not accepted within 30 days. If material unit cost changes prior to the acceptance of the proposal, the additional cost will be subject to change order approval. Pricing does not include any engineering or architectural fees unless otherwise noted. This proposal does not cover replacement of materials not specifically stated. The scope of work is based on visible conditions. Any additional work will be subject to change order approval.

I understand that any warranty for material used during the project is provided by the material manufacturer. Unless agreed upon otherwise, Onyx Construction Group LLC provides a 1 year Workmanship Warranty.

I understand that, unless agreed upon. This does not apply to products, some of which may deteriorate more rapidly (ie. sealants) and should be inspected on a regular basis.

Warranty excludes acts of God, building movement, internal damages, and personal property. Onyx Construction Group LLC will not be responsible for delays out of their control such as weather, material shortages, equipment rental delays, labor strikes and labor shortages.

No equipment will be driven on sidewalks or curbs. Onyx Construction Group LLC will not be responsible for damage to concrete or asphalt caused by routine driving of equipment on parking lots.

I certify that I am the registered owner of the above project property, or have the legal permission to authorize Onyx Construction Group LLC to perform the work as stated and agree to pay the total project price.

I understand that any insurance claims are subject to the specific terms and conditions outlined by my insurance company, and may be subject to insurance company approval.

Onyx Construction LLC strives to provide a safe workspace on all projects and properties. Safety barricades and or precautions will be supplied as needed.

Payment Terms

Payment terms for projects under \$15,000 is Net 30 Days.

For projects \$15,000 and over payments are to be made as follows, 50% upon commencement of work, 50% upon completion of project.

All payment terms are subject to credit approval.

Onyx Construction LLC reserves the right to collect 1.5% per month (not to exceed the maximum amount allowed by law) on all past due accounts.

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):



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/8/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Swingle, Collins & Associates 13760 Noel Road, Suite 600 Dallas TX 75240	CONTACT NAME: PHONE (A/C, No, Ext): 972-387-3000 E-MAIL ADDRESS: services@swinglecollins.com FAX (A/C, No): 972-387-3808
INSURED Onyx Construction Group LLC 601 Manchester St Van Alstyne TX 75495	INSURER(S) AFFORDING COVERAGE INSURER A : Hanover Specialty Insurance Brokers, Inc INSURER B : Texas Mutual Insurance Co INSURER C : Berkshire Hathaway Homestate Insurance Company INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 1181790497 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			L3D-J756366-00	6/18/2024	6/18/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			02APM048617-01	6/19/2024	6/19/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB ☐ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000			L3D-J756368-00	6/18/2024	6/18/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	☐ Y ☒ N	N/A	0002112934	6/28/2024	6/28/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is included as Additional Insured as respects General Liability Including Ongoing and Completed Operations as required by written contract.
Certificate Holder is included as Additional Insured as respects General & Auto Liability as required by written contract.
Waiver of Subrogation applies as respects General & Auto Liability and Workers Compensation as required by written contract.

CERTIFICATE HOLDER City of Sherman, its officers, agents, representatives and employees 317 S Travis Street Sherman TX 75090	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

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Exhibit D
Affidavit of No Prohibited Interest

THE STATE OF Texas §

THE COUNTY OF Grayson §

I, Jeff Skinner, 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.

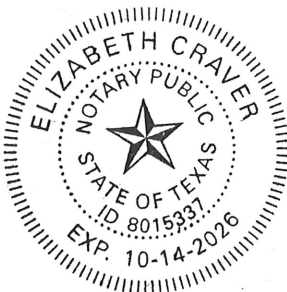
Signed this 8th day of May, 2025.

Jeff Skinner - owner
Signature of Official/Title

BEFORE ME, the undersigned authority, this day personally appeared Jeff Skinner, 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 8th day of May, 2025.

Elizabeth Craver
Notary Public in and for the State of TEXAS
My commission expires: 10-14-26



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.*Onyx Construction Group 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._____
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

5/18/25

Date

CITY OF SHERMAN
BID TABULATION
Animal Services Facility Remodel - Invitation to Bid
BID OPENING Friday, May 9, 2025; 2:00 PM

Vendor	Lump Sum Price	NOTES
Onyx Construction Group	53,578.00	
Commercial Services, LLC	93,426.50	
Anthony Bryan Construction	112,500.00	
G2 General Contractors, LLC	197,406.34	
Talbert Rodd, LLC	99,771.57	
Concord Commercial Services	129,755.28	
Cowtown Design & Build, LLC	198,900.00	
JJ Roof & Construction, LLC	60,000.00	



City Council Regular Meeting

Agenda Item No. F.3.

Meeting Date: 6/2/2025

Prepared By: Wayne Lee, Director of Engineering

Approved By: Zachary Flores, Acting City Manager

Caption:

RESOLUTION NO. 7534

Authorizing Execution of a Second Amendment to the Professional Services Agreement with Halff Associates, Inc. for Right-Of-Way Assistance

Issue:

To consider Amendment No. 2 to the Professional Services Agreement with Halff Associates, Inc. for Right-Of-Way Assistance

Background:

On April 18, 2022, the City Council awarded a \$164,540 Professional Services Agreement to Halff Associates, Inc. for Right-Of-Way Assistance. This agreement was to provide assistance with acquiring right-of-way parcels needed for the next phase of FM 1417 improvements from SH 56 to West Travis.

On October 7, 2024, the City Council approved Amendment No. 1 for \$133,880 providing for eight (8) more parcels due to some of the original parcels along FM1417 splitting into multiple parcels, and the City's request for assistance for three (3) parcels on another project.

This Amendment No. 2 for \$39,540 provides for two (2) additional parcels due to more parcel splits along FM 1417, and the City's request for assistance for one (1) parcel on another project.

To date, of the 30 parcels needed for the Fm 1417 project:

20 have closed at title and the City owns

4 are at title in the process of closing

6 are still outstanding and in negotiation

Capital Improvement Program:

Origination:

Engineering Department

Financial Consideration:

This Amendment No. 2 adds \$39,540 to the contract for a total contract cost of \$337,960. Funding will be provided by Certificates of Obligation.

Staff Recommendation:

It is recommended that Amendment No. 2 to the Professional Services Agreement with Halff Associates, Inc. for Right-Of-Way Assistance contract be approved.

Alternatives:

As may be directed by the City Council.

Attachments:

1. Resolution No. 7534
2. 250529 AmendNo2HalffSigned
3. Res No. 6872 & signed agreement
4. Resolution No. 7376 - Amendment No. 1_12032024

RESOLUTION NO. 7534

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A SECOND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH HALFF ASSOCIATES, INC. FOR RIGHT-OF-WAY ASSISTANCE; 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 Second Amendment to the Professional Services Agreement with Halff Associates, Inc., for Right-Of-Way Assistance, 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 2nd day of June 2025.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LEAH ROBERTS
EXECUTIVE DIR. OF ADMIN. /
ACTING CITY CLERK

BY: _____
SHAWN TEAMANN, MAYOR

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

BY: _____
RYAN PITTMAN, CITY ATTORNEY

AMENDMENT NO. 2

TO THE PROFESSIONAL SERVICES AGREEMENT FOR RIGHT-OF-WAY ACQUISITION ASSISTANCE
BETWEEN THE CITY OF SHERMAN (OWNER) HALFF ASSOCIATES, INC. (ENGINEER)

Dated May 4, 2022 ("Original Agreement")

The City of Sherman has requested additional services of the Engineer as a part of the Original Agreement. The services identified as additional services include additional parcels and appraisal review services. This Amendment No. 2 serves to increase the original contract fees and completion date under the Original Agreement and Amendment No. 1.

The contract amount under the Original Agreement shall be amended and increased by a fee not to exceed the following amounts:

Specific Parcel Number	Appraisal		Negotiation Services		Title and Closing Services		Title Commitment		Total \$ Cost All Parcels
	units	Total \$ Fees	units	Total \$ Fees	units	Total \$ Fees	units	Total \$ Fees	
4 Pt. 1, 2, 3			1	\$5,525	1	\$1,250	1	\$500	\$7,275
31			1	\$5,525	1	\$1,250	1	\$500	\$7,275
1st St. Esmt			1	\$5,525	1	\$1,250	1	\$500	\$7,275
			3		3		3		\$21,825
Project Management Services:									
Number of Hours:				60				\$190	\$11,400
Appraisal Review Services:									
Number of Hours:				12				\$250	\$3,000
Administrative Assistant Services:									
Number of Hours:				39				\$85	\$3,315
Condemnation Services:									
Number of Hours:				0				\$135	\$0
Total:									\$39,540

TOTAL FEE INCREASE (NOT TO EXCEED)

\$39,540

[Rest of page left intentionally blank]

This Amendment No. 2 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 Article III of this Original Agreement and Amendment No. 1 to read as follows:

**ARTICLE III.
TERM**

The contract term shall commence of the date of the AGREEMENT and be completed by October 1, 2025. The contract term may be extended by mutual AGREEMENT of the parties.

[Rest of page left intentionally blank]

This Amendment No. 2 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 and Amendment No. 1 to read as follows:

COMPENSATION

Specific Parcel Number	Appraisal		Negotiation Services		Title and Closing Services		Title Commitment		Total \$ Cost All Parcels
	units	Total \$ Fees	units	Total \$ Fees	units	Total \$ Fees	units	Total \$ Fees	
6			1	\$5,525	1	\$1,250	1	\$500	\$7,275
7			1	\$5,525	1	\$1,250	1	\$500	\$7,275
9			1	\$5,525	1	\$1,250	1	\$500	\$7,275
10			1	\$5,525	1	\$1,250	1	\$500	\$7,275
11			1	\$5,525	1	\$1,250	1	\$500	\$7,275
12			1	\$5,525	1	\$1,250	1	\$500	\$7,275
14			1	\$5,525	1	\$1,250	1	\$500	\$7,275
15			1	\$5,525	1	\$1,250	1	\$500	\$7,275
16			1	\$5,525	1	\$1,250	1	\$500	\$7,275
17			1	\$5,525	1	\$1,250	1	\$500	\$7,275
18			1	\$5,525	1	\$1,250	1	\$500	\$7,275
19			1	\$5,525	1	\$1,250	1	\$500	\$7,275
20			1	\$5,525	1	\$1,250	1	\$500	\$7,275
21			1	\$5,525	1	\$1,250	1	\$500	\$7,275
22			1	\$5,525	1	\$1,250	1	\$500	\$7,275
23			1	\$5,525	1	\$1,250	1	\$500	\$7,275
24			1	\$5,525	1	\$1,250	1	\$500	\$7,275
26			1	\$5,525	1	\$1,250	1	\$500	\$7,275
28			1	\$5,525	1	\$1,250	1	\$500	\$7,275
33 Pt 1 & 2			1	\$5,525	1	\$1,250	1	\$500	\$7,275
New Parcel 1			1	\$5,525	1	\$1,250	1	\$500	\$7,275
New Parcel 2			1	\$5,525	1	\$1,250	1	\$500	\$7,275
New Parcel 3			1	\$5,525	1	\$1,250	1	\$500	\$7,275
New Parcel 4			1	\$5,525	1	\$1,250	1	\$500	\$7,275
New Parcel 5			1	\$5,525	1	\$1,250	1	\$500	\$7,275
New Parcel 6			1	\$5,525	1	\$1,250	1	\$500	\$7,275
New Parcel 7			1	\$5,525	1	\$1,250	1	\$500	\$7,275
New Parcel 8			1	\$5,525	1	\$1,250	1	\$500	\$7,275
4 Pt. 1, 2, 3			1	\$5,525	1	\$1,250	1	\$500	\$7,275
31			1	\$5,525	1	\$1,250	1	\$500	\$7,275
1st St. Esmt			1	\$5,525	1	\$1,250	1	\$500	\$7,275
			31		31		31		\$225,525
Project Management Services:									
Number of Hours:				286				\$190	\$54,340
Appraisal Review Services:									
Number of Hours:				180				\$250	\$45,000
Administrative Assistant Services:									
Number of Hours:				135				\$85	\$11,475
Condemnation Services:									
Number of Hours:				12				\$135	\$1,620
								PO Total:	\$337,960

The parties hereby ratify and confirm all of the terms, provisions, covenants and conditions of the Original Agreement and Amendment No. 1 and acknowledge and agree that the Original Agreement and Amendment No. 1 remains in full force and effect, except as amended in Amendment No. 2. To the extent that any provision contained herein conflicts with the Original Agreement and Amendment No. 1, the provision contained herein shall supersede such conflicting provision contained in the Original Agreement and Amendment No. 1. Amendment No. 2, Amendment No. 1 and the Original Agreement 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.

[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 _____ day of _____, 2025.

CITY:
CITY OF SHERMAN, TEXAS

CONSULTANT:
HALFF ASSOCIATES, INC.

Dr. Zachary Flores, CPM, CID, CIC
City Manager

DocuSigned by:
Mark Janicki

D2A74C22D0CDE437...
Mark M. Janicki
Vice President

ATTEST:

ATTEST:

Linda Ashby
City Clerk

Signed by:
Linda Ashby

36AF3574F382408

APPROVAL RECOMMENDED:

Clint Philpott

~~Wayne E. Lee, P.E., CEM / Director Engineering~~
Clint Philpott, P.E. Assistant City Manager

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

BY: _____
Ryan D. Pittman
City Attorney

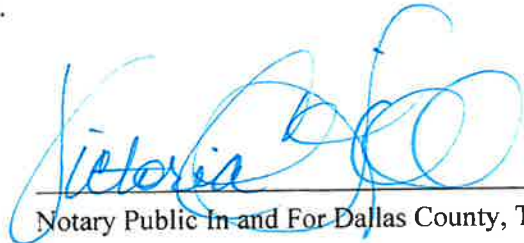
CORPORATE ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Mark M. Janicki, Vice President of Halff Associates, Inc., a Texas corporation 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 Halff 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 May, A.D. 2025.





Notary Public In and For Dallas County, Texas

My Commission Expires:

10/27/27

RESOLUTION NO. 6872

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH HALFF ASSOCIATES, INC. FOR RIGHT-OF-WAY ACQUISITION ASSISTANCE; 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:

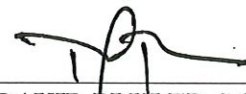
SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a Professional Services Agreement with Halff Associates, Inc. for Right-Of-Way Acquisition Assistance, 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 18th day of April, 2022.

CITY OF SHERMAN, TEXAS

BY:


DAVID PLYLER, MAYOR

ATTEST:

BY:


LINDA ASHBY, CITY CLERK

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

APPROVED AS TO FORM
AND CONTENT:

THE LAW FIRM OF ABERNATHY,
ROEDER, BOYD & HULLETT, P.C.

BY:


RYAN D. PITTMAN, CITY ATTORNEY

ISSUED: 10.29.2022

Professional Services/Consultant Agreement

This AGREEMENT or CONTRACT is made and entered into this 18th day of April 2022, by and between the City of Sherman, Texas hereinafter also called the OWNER or City, and Halff Associates, Inc., hereinafter called the ENGINEER or Consultant. On consideration of the mutual agreements herein and subject to the following terms and conditions, the parties mutually agree as follows:

ARTICLE I. SERVICES TO BE PROVIDED

ENGINEER agrees to furnish professional engineering services in accordance with the terms and conditions of this AGREEMENT (1) with the professional skill and care ordinarily provided by competent engineers practicing in the same or similar locality and under the same or similar circumstances and professional license; and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer.

ENGINEER shall conduct professional engineering services generally described as follows:

Right-Of-Way Acquisition Assistance

ARTICLE II. SCOPE OF WORK

During the term of this AGREEMENT, ENGINEER shall perform at the request and satisfaction of the Engineering Department of the City of Sherman, the stated services and the indicated fee schedule attached as **EXHIBIT A**.

ARTICLE III. TERM

The contract term shall commence on the date of this AGREEMENT and be completed by April 18, 2023. The contract term may be extended by mutual AGREEMENT of the parties.

ARTICLE IV. PROJECT INITIATION

Prior to the OWNER issuing a work order to proceed with any assessments, surveys, or other related work, ENGINEER shall provide OWNER with a written proposal detailing the scope of services and providing a fee estimate for proposed work. Said costs are to be based on the attached fee schedule. Final cost, excluding an approved change order, may not exceed the cost estimate by more than 10 percent without written approval of the OWNER.

ARTICLE V. FEES

Fees for services performed under this AGREEMENT shall be based on an hourly rate for personnel, equipment, and related services as detailed on the fee schedule attached as **EXHIBIT A** to this AGREEMENT. Subcontract services such as consulting with other engineers, as well as other services not specifically listed on the fee schedule, will be performed by subconsultants who operate under a subcontract agreement with ENGINEER. Fees shall be payable from the currently available funds. In the event funds are not available, ENGINEER shall not be obligated to perform the work.

ARTICLE VI. PAYMENT TERMS

ENGINEER will invoice OWNER for work performed on a monthly basis. In the case of short duration projects, invoicing will be upon project completion, with the invoice issued upon delivery of appropriate proposals or documents. Alternative invoicing methods may be acceptable provided they are agreed to prior to the work being undertaken.

ARTICLE VII. INSURANCE

Prior to the commencement of services under this AGREEMENT, ENGINEER shall obtain standard comprehensive professional liability insurance coverage in an amount of at least \$1,000,000.00 per claim with a \$2,000,000.00 aggregate policy limit per year, covering the services provided under this AGREEMENT. A "claims made" policy is acceptable subject to coverage being maintained during the course of the PROJECT and up to two (2) years after completion and acceptance of PROJECT by the City. ENGINEER shall maintain such coverage during all phases of engineering services and for two (2) years after substantial completion of the PROJECT. The OWNER shall be supplied with a certificate of such coverage which shall provide for a thirty (30) day notice of cancellation, non-renewal, or change in limits by endorsement, to the OWNER by certified mail.

ENGINEER will maintain general insurance coverage as follows:

- A. Worker's Compensation Insurance – Statutory as required by the Texas Labor Code.
- B. Employer's Liability Insurance - \$100,000 per accident; \$300,000 per disease; \$100,000 occupational disease per employee.
- C. Commercial General Liability Insurance - \$2,000,000 per occurrence; \$2,000,000 aggregate policy limit applies per project.
- D. Automobile Liability Insurance - \$1,000,000 CSL
- E. Professional Liability - \$1,000,000 per occurrence; \$2,000,000 aggregate policy limit. A "claims made" policy is acceptable subject to coverage being maintained during the course of the project and up to two (2) years after completion and acceptance of the project by the City.

ENGINEER shall maintain such coverage during all phases of engineering services and for two (2) years after substantial completion of the PROJECT. The OWNER shall be supplied with a certificate of such coverage which shall provide for a thirty (30) day notice of cancellation, non-renewal, or change in limits by endorsement, to the OWNER by certified mail.

The OWNER, City of Sherman, including its officers, officials, employees, Boards and Commissions, and volunteers shall be named as an additional insured by endorsement to the general insurance coverage listed in this AGREEMENT, excluding Workers' Compensation, Employers' Liability, and Professional Liability (for which a waiver of subrogation is required to be issued in favor of the OWNER), with regard to the ENGINEER'S activities as required by this CONTRACT. The coverage shall contain no

special limitations on the scope of protection afforded to the OWNER, and all premiums arising from the coverage herein shall be the responsibility of the ENGINEER.

ARTICLE VIII. INDEMNIFICATION

The ENGINEER shall hold harmless and indemnify the OWNER against claims and liability for damage arising out of the negligent act or omission, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by the ENGINEER or the ENGINEER'S agent, consultant under contract, or another entity over which the ENGINEER is legally liable. The ENGINEER shall also reimbursement Owner its reasonable attorney's fees which might be incurred by the OWNER in litigation or otherwise resisting said claim or liabilities in proportion to ENGINEER'S liability.

ENGINEER further agrees that during the course and scope of this AGREEMENT, except with OWNER'S knowledge and consent, ENGINEER shall not represent any third party against the OWNER in any claim, litigation, or other matter, or be retained to act as an expert witness for any third party in any claim, litigation, or any other matter that is, or may be, adversarial to the OWNER, as determined by the OWNER.

Acceptance by the OWNER of the ENGINEER'S work shall not constitute nor be deemed a release of the responsibility and liability of ENGINEER, its employees, subcontractors, agents, or consultants for the accuracy and competency of ENGINEER'S work; nor shall such acceptance be deemed to be an assumption of such responsibility by the OWNER for any defect, error, or omission in the ENGINEER'S work, its employees, subcontractors, agents, and consultants. ENGINEER, shall without additional costs or fee, correct or revise any errors or deficiencies in his performance.

The parties hereby acknowledge and agree that OWNER is entering into this AGREEMENT pursuant to its governmental functions and that nothing contained in the AGREEMENT shall be construed as constituting a waiver of the OWNER'S governmental immunity from suit or liability, which is expressly reserved to the extent allowed by law. Notwithstanding anything to the contrary herein, the parties hereby acknowledge and agree that to the extent this AGREEMENT is subject to the provisions of Subchapter I of Chapter 271, TEXAS LOCAL GOVERNMENT CODE, as amended, the OWNER'S immunity from suit is waived only as set forth in Subchapter I of Chapter 271, TEXAS LOCAL GOVERNMENT CODE. Further, the parties agree that this AGREEMENT is made subject to all applicable provisions of the Texas Civil Practices and Remedies Code ("CPRC"), including but not limited to all defenses, limitations, and exceptions to the limited waiver of immunity from liability provided in Chapter 101 and Chapter 75.

ARTICLE IX. COMPLIANCE WITH LAWS

The ENGINEER, its consultants, agents, employees and subcontractors shall comply with applicable Federal and State laws, charter and ordinances of the City of Sherman, as amended, and other applicable rules and regulations promulgated by local, state and national boards, bureaus and agencies. ENGINEER shall complete only the professional engineering services as required in the performance of the services contracted for herein.

**ARTICLE X.
OWNER'S RIGHTS AND OWNERSHIP OR DOCUMENTS**

Upon completion of services and payment in full, ENGINEER'S work products under this AGREEMENT including, but not limited to, tracings, drawings, plans, specifications, studies and other documents completed or partially completed, shall become the property of the City. The City shall have the right to publish, disclose, distribute and otherwise use such deliverables, materials and reports only for those purposes for which they were intended; provided, however, that Professional is not responsible and shall not be liable for the City's use of such documents for any purpose other than the project described in this Agreement

**ARTICLE XI.
SUCCESSORS AND ASSIGNS**

The City and the ENGINEER each bind himself, his partners, successors, assigns and legal representatives to the other party to this AGREEMENT and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this AGREEMENT. The ENGINEER shall not assign, sublet or transfer its interest in this AGREEMENT without the written consent of the City.

**ARTICLE XII.
PROVISION FOR TERMINATION/INTERRUPTION**

The City may terminate or suspend the ENGINEER'S services under this AGREEMENT at any time upon paying all sums due the ENGINEER for work to time of termination and after giving the ENGINEER seven (7) calendar days prior written notice by certified mail, stating the reason for such termination or suspension.

In the event of termination or abandonment of the ENGINEER'S services under this AGREEMENT, payment shall be made to the ENGINEER for all services performed to the date of same.

Upon payment in the event of termination or abandonment, all documents prepared by the ENGINEER shall become the property of the City.

If this AGREEMENT is terminated because of material breach of this AGREEMENT by the ENGINEER, the City may have the remaining work and services to be performed by the ENGINEER performed by another engineer, and the ENGINEER shall be liable to the City for any excess costs accrued by the City thereof.

**ARTICLE XIII.
CONFIDENTIALITY**

ENGINEER will maintain as confidential any documents or information provided by OWNER and will not release or publish same to any third party without prior permission from OWNER, unless compelled by law or order of a court or regulatory body of competent jurisdiction. Such release will occur only after prior notice to OWNER.

**ARTICLE XIV.
GOVERNING LAW**

This AGREEMENT shall be governed in all respects by the laws of the State of Texas. Venue for this AGREEMENT shall be exclusively in Grayson County, Texas.

**ARTICLE XV.
SURVIVAL**

All provisions of this AGREEMENT for indemnity or allocation of responsibility or liability between OWNER and ENGINEER shall survive the completion of the services and the termination of the AGREEMENT.

**ARTICLE XVI.
SEVERABILITY**

In the event that any provision of the AGREEMENT is found to be unenforceable under law, the remaining provisions shall continue in full force and effect.

**ARTICLE XVII.
ENGINEERS SEAL**

The ENGINEER shall place a Texas Professional Engineer's seal of endorsement on all documents and engineering data furnished by ENGINEER to the Owner.

**ARTICLE XVIII.
PUBLIC FUNDING**

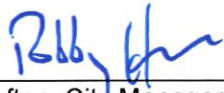
This Contract is subject to the appropriation of public funds by the City in its budget adopted for any fiscal year for the specific purpose of making payments pursuant to this Contract for that fiscal year. The obligation of the City pursuant to this Contract in any fiscal year for which this Contract is in effect shall constitute a current expense of the City for that fiscal year only, and shall not constitute an indebtedness of the City of any monies other than those lawfully appropriated in any fiscal year. In the event of non-appropriation of funds in any fiscal year to make payments pursuant to this Contract, this Contract may be terminated without any liability to either party.

**ARTICLE XIX.
EXTENT OF AGREEMENT**

This AGREEMENT represents the entire and integrated AGREEMENT between the City and the ENGINEER and supersedes all prior negotiations, representations or agreements, either written or oral.

EXECUTED in three (3) counterparts (each of which is an original) on behalf of ENGINEER shown below, and on behalf of the OWNER this 4 day of May, 20 22

OWNER:
CITY OF SHERMAN, TEXAS



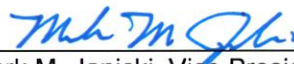
Robby Hefton, City Manager

ATTEST:



Linda Ashby

ENGINEER:
HALFF ASSOCIATES, INC



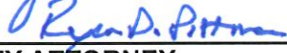
Mark M. Janicki, Vice President

ATTEST:



J. K. Will

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

BY: 
NAME: 

CITY ATTORNEY

CORPORATE ACKNOWLEDGMENT

THE STATE OF TEXAS §
COUNTY OF Dallas §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Mark M. Janicki, Vice President of Halff Associates, Inc., a Texas corporation 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 Halff 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 13 day of April, A.D. 2022.

Victoria C. Gill
Notary Public In and For Dallas County, Texas

My Commission Expires:

10/27/23



EXHIBIT A
SCOPE OF SERVICES, FEE, AND RATE SCHEDULE

Exhibit "A"

Scope of Services

Services to be provided by the ROW Consultant

I. Project Administration

- A. Negotiation of the Scope of Services for Work Authorization
 - 1. ROW Consultant will visit project site with City Personnel.
- B. Communication
 - 1. Maintain status reports of all parcel and project activities and provide weekly to City.
 - 2. Provide schedule of all areas of work indicating anticipated start and end dates.
 - 3. Attend status meetings.
 - 4. Prepare initial property owner contact list for use by City in distribution of ROW Consultant introduction letters.
- C. File Management
 - 1. Working files will be kept in the ROW Consultant's project administrative office, but documents generated or received by the ROW Consultant will be forwarded to the City as they are generated or received by the ROW Consultant.
 - 2. Prepare invoices utilizing City standard payment submissions forms with supporting documentation.
 - 3. Maintain records of all payments including warrant/check number, amount, and date paid, etc.
 - 4. Maintain copies of all correspondence and contacts with property owners.

II. Title and Closing Services

- A. Secure preliminary title commitment or preliminary title search and 5-year sales data from the title company that will be providing title insurance.
 - 1. The charges from the Title Company for the preliminary title commitments will be paid by the City and are not be included in the Consultant's negotiated fee schedule.
- B. Secure title commitments updates in accord with insurance rules and requirements for parcel payment submissions. The charges from the Title Company for the update of the title commitment will be paid by City and should not be included in the Consultant's negotiated fee schedule.
- C. Secure title insurance for all parcels acquired, insuring acceptable title to City. Written approval by City required for any exception. The charges from the Title Company for the update of the title insurance will be paid by City and should not be included in the Consultant's negotiated fee schedule.

- D. The title curative necessary to provide clear title to the City will be identified by the Consultant and coordinated with City's legal counsel. These services are to be included in the negotiated fee schedule for this service.

Note: the Consultant's curative services do not include cost/expenses that qualify as payment of incidental expenses to transfer real property to the City.

- E. The Consultant has the responsibility of direct contact with the Title Company to obtain an updated title commitment along with other forms and certified copy of the instrument of conveyance when requesting the Parcel Payment from the City.
- F. The Consultant provides closing services in conjunction with the Title Company and at the discretion of the City may be required to attend closings.
- G. Any fee related to obtaining certified court documents and fees for recording same which are not collected at the closing of the parcel shall be direct pass through fees.
- H. Consultant shall cause the recordation of all original instruments immediately after closing at the respective County Clerk's Office. The cost of recording fees and filing fees are paid by the City and should not be included in the Consultant's negotiated fee schedule.

III. Negotiation Services

- A. Analyze appraisal and appraisal review reports and confirm City's approved value prior to making offer for each parcel.
- B. Analyze preliminary title report to determine potential title problems and propose methods to cure title deficiencies as directed by City's legal counsel.
- C. Prepare and send the letter transmitting the Landowners' Bill of Rights by Certified Mail-Return Receipt Requested (CMRRR).
- D. Complete the initial offer letter, memorandum of agreement, instruments of conveyance, and any other documents required or requested by City on City provided forms as directed by City's legal counsel.
- E. Contact each property owner or owner's designated representative, to present the written offer in person where practical, and deliver appraisal report and required brochures. Maintain follow-up contacts and secure the necessary instruments upon acceptance of the offer for the closing.
- F. Provide a copy of the appraisal report for the subject property exclusively to the property owner or authorized representative at the time of the offer. Maintain original signed Receipt of Appraisal for billing purposes.
- G. Respond to property owner inquiries verbally and in writing within two business days.

- H. Prepare a separate negotiator contact report for each parcel per contact on approved form.
- I. Maintain parcel files of original documentation related to the purchase of the real property or property interests.
- J. Advise property owner on the Administrative Settlement process. Transmit to City any written counteroffer from property owners including supporting documentation, and Consultant recommendation regarding Administrative Settlements in accordance with City policy and procedures.
- K. Complete final offer letter and documents of conveyance required or requested by City on City provided forms as directed by City's legal counsel.
- L. Appear and provide Expert Witness testimony as a Consultant when requested. The cost of the Consultant's expert witness testimony for trial is not part of this contract.

IV. Initial and Update Appraisal Service

- A. Appraisers should provide advance notice of the date and time of their appraisal inspections of the subject property to the Consultant's Project Administrator in order to coordinate the appraiser's inspection.
- B. Secure written permission from the owner to enter the property from which real estate is to be acquired. If the Appraiser, after diligent effort, is unable to secure the necessary letter of permission from the property owner, a waiver must be obtained in writing from the City engineer or City's legal counsel.
- C. Prepare and conduct personal pre-appraisal contact with interest owner(s) for each parcel using acceptable City forms.
- D. Contact property owners or their designated representative to offer opportunity to accompany the appraiser on the appraiser's inspection of the subject property. Maintain record of contract in file.
- E. For the initial appraisal, prepare complete appraisal report for each parcel to be acquired. These reports shall conform to City policies and procedures along with the Uniform Standards of Professional Appraisal Practices as promulgated by the Appraisal Foundation.
- F. For an updated appraisal, prepare complete appraisal update for the parcel to be acquired. These reports shall conform to City policies and procedures along with the Uniform Standards of Professional Appraisal Practices.
- G. As necessary, prepare written notification to the City of any environmental concerns associated with the right of way to be acquired, which could require environmental remediation.

- H. All completed appraisals will be administratively reviewed by the City staff and recommended for approval by the City staff.
 - 1. City staff coordinate with Consultant's review appraiser (if applicable) regarding revisions, comments, or additional information that may be required. The Consultant's review appraiser will then coordinate with the appraiser.
- I. As necessary, the appraiser will coordinate with the review appraiser regarding revisions, comments, or additional information that may be required.
- J. The fees for initial and updated appraisal assignments are based on separate appraisal assignments.
- K. Beyond delivery of initial and update appraisal assignments, the appraiser can be called to provide preparation and testimony for a Special Commissioners Hearing. For this appraisal assignment, the fee for the preparation time and testimony must be based on the hourly rate shown in the Consultant's Fee Schedule.

ADDITIONAL SERVICES

All services listed below will be performed under the direction of the City's legal counsel on an as needed basis.

- V. Relocation Assistance Services for Residential, Business, Personal Property, Mini Storage Units and Outdoor Advertising Signs
 - A. Notify all Displacees and potential Displacees of eligibility for relocation assistance. At the time of initial contact, provide Displacees with a Relocation Assistance Packet consisting;
 - 1. Page one of the Relocation Advisory Assistance – Parcel Record form
 - 2. Displacee Move Plan
 - 3. Certification of Eligibility
 - 4. Relocation Assistance Brochure
 - B. Provide on-going relocation assistance and advisory services to Displacees affected by acquisition of the property and deliver a completed Relocation Advisory Assistance – Parcel Record form signed by the Displacee to the City.
 - C. Locate, evaluate, and maintain files on comparable available housing to complete Right of Way Acquisition Services Contract.
 - D. Compute and submit request for relocation housing/rental supplement to the City Project Manager on the Supplemental Payment Estimate, Replacement Housing form with supporting Residential Property Evaluation forms with photos attached.

- E. Provide 90-day information notice to any displacee requiring relocation, if required by the City, simultaneous with the delivery of relocation benefits package pursuant to the Uniform Relocation Assistance and Real Property Acquisition Policies Act and the Federal Regulations.
- F. Provide 30-day notice once property has been acquired by the City. Note: the Displacee must be given no less than 90-day notice.
- G. Notify the City Project Manager immediately if Displacee does not move after the 30-day notice expires.
- H. Perform a decent, safe, and sanitary inspection of the replacement housing in accordance with City and State of Texas policy. Prepare and complete Replacement Housing Inspection form and submit to the City Project Manager.
- I. For non-residential moves, Negotiated Self-Moves
 - 1. If a moving plan exceeds \$20,000, prepare moving plan with appropriate photos and sketches along with inventory of personal property to be moved for non-residential moves. This is required for pre-approval by the City.
 - 2. If the moving plan for a Negotiated Self-Move is less than \$20,000 the Consultant must submit Negotiated Self-Move Request with moving plan for the business owner or tenant. This includes photos, written inventory list, type of move requested, and project move date.
- J. For all Negotiated Self-Moves, the Consultant is responsible for requesting moving estimates from moving companies. Moving estimates must be obtained by the Consultant and not the Displacee. Moving estimates must be prepared in writing and in the name of City and not the Consultant.
- K. Coordinate and monitor moves with displaced homeowners, business owners, and tenants and with moving companies in accordance with State and City procedures.
- L. Maintain relocation contact logs on Relocation Advisory Assistance - Parcel Record form journaling all attempted and completed contacts with all parties. This includes descriptions of the reasons and outcome for each contact.
- M. Attend closings on replacement property if requested by any party involved, and assure supplemental payment is properly distributed.
- N. Process and compute increased interest payments as required.
- O. Relocation agent shall be available for any appeals or hearings. For this assignment, the fee for preparation and testimony will be a reasonable hourly rate, preapproved in writing by the City Project Manager.

- P. Prepare all relocation payment claim submissions for all Displacees in accordance with State and City guidelines.
- Q. Deliver warrants in accordance with City guidelines.
- R. Issue Relocation Survey to all Displacees.
- S. Provide an executed Certification of Eligibility form with all Displacee claims.

VI. Condemnation Support

Consultant shall not act as the attorney for condemnation purposes. City must self perform legal services or contract with third party attorney. Consultant may provide those support services to City or to City's attorney as described below:

A. Pre-Hearing Support

1. Request updated Title Commitment from Title Company.
2. Use information from the Title Commitment to identify interested parties. *
3. Submit information packet as requested by Condemning Attorney.
4. Request update of appraisal.
5. If e-filing is not required, file original petition with County Court at Law or other appropriate Court for a cause number to be assigned.
6. File Lis Pendens including the cause number with the County Clerk's Office
7. If e-filing is not required, upon assignment of a court, file the Order Appointing Commissioners with the judge, retaining a copy of the Order for the files.
8. Following appointment of Commissioners by the judge, secure Oath of Commissioners signed by the Commissioners, Order Setting Hearing and Notice of Hearing signed by the Commissioners.
9. File all originals with the court and send copies to City and Condemning Attorney.

B. Post-Hearing Support

1. If e-filing is not required, file Award of the Commissioners with the court for the Judge's signature within 48 hours of hearing, unless on Friday or before a holiday when court will not be open.
2. Obtain certified copy of Award and provide to City with request for funding in amount of Award.
3. Obtain Commissioners' Fees and submit to City for payment.
4. File Award payment in registry of the court, file Notice of Deposit with the court and send certified copies to each defendant notifying them of the date of deposit. The Date of Deposit is the Date of Take.
5. Send written notices of the date of deposit to the City and all interested parties.

* Updated Title Commitments shall be paid directly by City. Please refer to II. Title and Closing Services.

- VII. Relocation Appeal(s).
Assist City with coordination of appeal process
 - 1. Submit appeal to City for review.
 - 2. Provide supporting documentation.

- VIII. Eviction process.
Assist City with Eviction Process.
 - 1. Maintain paperwork necessary for filing eviction.
 - 2. File necessary documents with court.
 - 3. Attend Hearing(s).

- IX. Disposal of Property Services
 - 1. Provide a Release of Property to the City Project Manager signed by the former owner stating that all personal property has been removed and any remaining items belong to the City.
 - 2. Provide the City Project Manager a copy of the plat and field notes, photographs of the property in a PDF format, a copy of the appraisal, and the Release of Property form when buildings are vacant and ready for disposal. The City Project Manager will initiate the environmental surveys as needed.

- X. Miscellaneous.
 - 1. Testimony for Hearing(s) or appeals.
 - 2. Document/Form establishment.
 - 3. Reporting outside of typical status reports.

Services to be provided by the City include, but are not limited to the following:

- 1. Provide timely reviews and approval of submissions.
- 2. Process and issue all warrants for payment of approved purchase prices for each parcel, relocation payment, and incidental expense involved in the transfer of property to City in accordance with State law.
- 3. Provide a copy to the Consultant's performance evaluation at end of project or as needed throughout the project.
- 4. Initiate, coordinate, and administer environmental investigation surveys.
- 5. Pay direct costs including but, not limited to: preliminary title commitment, updates and title insurance for all parcels acquired.

COMPENSATION

Specific Parcel Number	Appraisal		Negotiation Services		Title and Closing Services		Title Commitment		Total \$ Cost All Parcels
	units	Total \$ Fees	units	Total \$ Fees	units	Total \$ Fees	units	Total \$ Fees	
6			1	\$5,525	1	\$1,250	1	\$500	\$7,275
7			1	\$5,525	1	\$1,250	1	\$500	\$7,275
9			1	\$5,525	1	\$1,250	1	\$500	\$7,275
10			1	\$5,525	1	\$1,250	1	\$500	\$7,275
11			1	\$5,525	1	\$1,250	1	\$500	\$7,275
12			1	\$5,525	1	\$1,250	1	\$500	\$7,275
14			1	\$5,525	1	\$1,250	1	\$500	\$7,275
15			1	\$5,525	1	\$1,250	1	\$500	\$7,275
16			1	\$5,525	1	\$1,250	1	\$500	\$7,275
17			1	\$5,525	1	\$1,250	1	\$500	\$7,275
18			1	\$5,525	1	\$1,250	1	\$500	\$7,275
19			1	\$5,525	1	\$1,250	1	\$500	\$7,275
20			1	\$5,525	1	\$1,250	1	\$500	\$7,275
21			1	\$5,525	1	\$1,250	1	\$500	\$7,275
22			1	\$5,525	1	\$1,250	1	\$500	\$7,275
23			1	\$5,525	1	\$1,250	1	\$500	\$7,275
24			1	\$5,525	1	\$1,250	1	\$500	\$7,275
26			1	\$5,525	1	\$1,250	1	\$500	\$7,275
28			1	\$5,525	1	\$1,250	1	\$500	\$7,275
33 Pt 1 & 2			1	\$5,525	1	\$1,250	1	\$500	\$7,275
			20		20		20		\$145,500
Project Management Services:									
Number of Hours:			68				\$190		\$12,920
Administrative Assistant Services:									
Number of Hours:			72				\$85		\$6,120
Condemnation Services:									
Number of Hours:			12				\$135		\$1,620
PO Total:								\$164,540	

Compensation by the City of Sherman to the Consultant for all Basic Services enumerated will be assessed on an hourly rate as shown on the "Fee Summary "with a not-to-exceed basis shown below.

Basic Services	
Negotiation per parcel	\$5,525 per parcel
Title and Closing per parcel	\$1,250 per parcel

The direct cost of preliminary title commitments, title insurance, appraisals and the court costs in eminent domain cases are not to be considered a pass-through expense and will be paid directly by the City of Sherman.

Special Services and Additional Services which may be required by the City shall be based on an hourly rate. A budget amount will be established for these additional services and will not exceeded without prior written authorization from the City. No work will be undertaken for additional services without specific written authorization from the City.

Project Management and Administration Services	\$185.00/Hour
Negotiation Services	\$155.00/Hour
Relocation Services	\$145.00/Hour
Condemnation Support Services	\$130.00/Hour
Title/Closing Specialist Services	\$135.00/Hour
Administrative Assistant Services	\$85.00/Hour

FEE SUMMARY

Direct costs including but, not limited to: printing and reproduction, postage, messenger service, long distance telephone calls and mileage (54.5¢ per mile) are not included in the fee estimate and are considered reimbursable at 1.1 times the direct cost incurred.

RESOLUTION NO. 7376

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH HALFF ASSOCIATES, INC. FOR RIGHT-OF-WAY ASSISTANCE; 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 Halff Associates, Inc., for Right-Of-Way Assistance, 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 7th day of October 2024.

CITY OF SHERMAN, TEXAS

BY:


DAVID PLYLER, MAYOR

ATTEST:

BY:


LINDA ASHBY, CITY CLERK

CERTIFIED COPY - DOCUMENT
THIS IS CERTIFIED TO BE A TRUE COPY
OF THE PERMANENT RECORD AS FILED
IN THE OFFICE OF THE CITY CLERK.

APPROVED AS TO FORM AND
CONTENT:

THE LAW FIRM OF ABERNATHY,
ROEDER, BOYD & HULLETT, P.C.


CITY CLERK, SHERMAN, TEXAS

BY:


RYAN D. PITTMAN, CITY ATTORNEY

ISSUED:

12/3/2024

AMENDMENT NO. 1

TO THE PROFESSIONAL SERVICES AGREEMENT FOR RIGHT-OF-WAY ACQUISITION ASSISTANCE
BETWEEN THE CITY OF SHERMAN (OWNER) HALFF ASSOCIATES, INC. (ENGINEER)

Dated May 4, 2022 ("Original Agreement")

The City of Sherman has requested additional services of the Engineer as a part of the Original Agreement. The services identified as additional services include additional parcels and appraisal review services. This Amendment No. 1 serves to increase the original contract fees and completion date under the Original Agreement

The contract amount under the Original Agreement shall be amended and increased by a fee not to exceed the following amounts:

Specific Parcel Number	Appraisal		Negotiation Services		Title and Closing Services		Title Commitment		Total \$ Cost All Parcels
	units	Total \$ Fees	units	Total \$ Fees	units	Total \$ Fees	units	Total \$ Fees	
New Parcel 1			1	\$5,525	1	\$1,250	1	\$500	\$7,275
New Parcel 2			1	\$5,525	1	\$1,250	1	\$500	\$7,275
New Parcel 3			1	\$5,525	1	\$1,250	1	\$500	\$7,275
New Parcel 4			1	\$5,525	1	\$1,250	1	\$500	\$7,275
New Parcel 5			1	\$5,525	1	\$1,250	1	\$500	\$7,275
New Parcel 6			1	\$5,525	1	\$1,250	1	\$500	\$7,275
New Parcel 7			1	\$5,525	1	\$1,250	1	\$500	\$7,275
New Parcel 8			1	\$5,525	1	\$1,250	1	\$500	\$7,275
			8		8		8		\$58,200
Project Management Services:									
Number of Hours:				158				\$190	\$30,020
Appraisal Review Services:									
Number of Hours:				168				\$250	\$42,000
Administrative Assistant Services:									
Number of Hours:				24				\$85	\$2,040
Condemnation Services:									
Number of Hours:				12				\$135	\$1,620
TOTAL FEE INCREASE (NOT TO EXCEED)									\$133,880

[Rest of page left intentionally blank]

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 Article III of this Original Agreement to read as follows:

**ARTICLE III.
TERM**

The contract term shall commence of the date of the AGREEMENT and be completed by July 1, 2025. The contract term may be extended by mutual AGREEMENT of the parties.

[Rest of page left intentionally blank]

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:

COMPENSATION

Specific Parcel Number	Appraisal		Negotiation Services		Title and Closing Services		Title Commitment		Total \$ Cost All Parcels
	units	Total \$ Fees	units	Total \$ Fees	units	Total \$ Fees	units	Total \$ Fees	
6			1	\$5,525	1	\$1,250	1	\$500	\$7,275
7			1	\$5,525	1	\$1,250	1	\$500	\$7,275
9			1	\$5,525	1	\$1,250	1	\$500	\$7,275
10			1	\$5,525	1	\$1,250	1	\$500	\$7,275
11			1	\$5,525	1	\$1,250	1	\$500	\$7,275
12			1	\$5,525	1	\$1,250	1	\$500	\$7,275
14			1	\$5,525	1	\$1,250	1	\$500	\$7,275
15			1	\$5,525	1	\$1,250	1	\$500	\$7,275
16			1	\$5,525	1	\$1,250	1	\$500	\$7,275
17			1	\$5,525	1	\$1,250	1	\$500	\$7,275
18			1	\$5,525	1	\$1,250	1	\$500	\$7,275
19			1	\$5,525	1	\$1,250	1	\$500	\$7,275
20			1	\$5,525	1	\$1,250	1	\$500	\$7,275
21			1	\$5,525	1	\$1,250	1	\$500	\$7,275
22			1	\$5,525	1	\$1,250	1	\$500	\$7,275
23			1	\$5,525	1	\$1,250	1	\$500	\$7,275
24			1	\$5,525	1	\$1,250	1	\$500	\$7,275
26			1	\$5,525	1	\$1,250	1	\$500	\$7,275
28			1	\$5,525	1	\$1,250	1	\$500	\$7,275
33 Pt 1 & 2			1	\$5,525	1	\$1,250	1	\$500	\$7,275
New Parcel 1			1	\$5,525	1	\$1,250	1	\$500	\$7,275
New Parcel 2			1	\$5,525	1	\$1,250	1	\$500	\$7,275
New Parcel 3			1	\$5,525	1	\$1,250	1	\$500	\$7,275
New Parcel 4			1	\$5,525	1	\$1,250	1	\$500	\$7,275
New Parcel 5			1	\$5,525	1	\$1,250	1	\$500	\$7,275
New Parcel 6			1	\$5,525	1	\$1,250	1	\$500	\$7,275
New Parcel 7			1	\$5,525	1	\$1,250	1	\$500	\$7,275
New Parcel 8			1	\$5,525	1	\$1,250	1	\$500	\$7,275
			28		28		28		\$203,700
Project Management Services:									
Number of Hours:				226				\$190	\$42,940
Appraisal Review Services:									
Number of Hours:				168				\$250	\$42,000
Administrative Assistant Services:									
Number of Hours:				96				\$85	\$8,160
Condemnation Services:									
Number of Hours:				12				\$135	\$1,620

CONTRACT TOTAL (NOT TO EXCEED):

\$298,420

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. 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 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 11th day of October, 2024.

CITY:
CITY OF SHERMAN, TEXAS

CONSULTANT:
HALFF ASSOCIATES, INC.



Robby Hefton, City Manager



Mark M. Janicki, Vice President

ATTEST:



Linda Ashby
City Clerk

ATTEST:



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: 

Ryan D. Pittman
City Attorney

CORPORATE ACKNOWLEDGMENT

THE STATE OF TEXAS§

**§
COUNTY OF DALLAS §**

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Mark M. Janicki, Vice President of Halff Associates, Inc., a Texas corporation 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 Halff 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 1 day of October, A.D. 2024.



Michelle Chastain
Notary Public In and For Dallas County, Texas

My Commission Expires:

5-9-2028

RESOLUTION NO. 6872

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH HALFF ASSOCIATES, INC. FOR RIGHT-OF-WAY ACQUISITION ASSISTANCE; 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 Halff Associates, Inc. for Right-Of-Way Acquisition Assistance, 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 18th day of April, 2022.

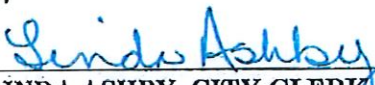
CITY OF SHERMAN, TEXAS

BY:


DAVID PLYLER, MAYOR

ATTEST:

BY:


LINDA ASHBY, CITY CLERK

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

APPROVED AS TO FORM
AND CONTENT:

THE LAW FIRM OF ABERNATHY,
ROEDER, BOYD & HULLETT, P.C.

BY:


RYAN D. PITTMAN, CITY ATTORNEY

ISSUED:

10.29.2022

Professional Services/Consultant Agreement

This AGREEMENT or CONTRACT is made and entered into this 18th day of April 2022, by and between the City of Sherman, Texas hereinafter also called the OWNER or City, and Half Associates, Inc., hereinafter called the ENGINEER or Consultant. On consideration of the mutual agreements herein and subject to the following terms and conditions, the parties mutually agree as follows:

ARTICLE I. SERVICES TO BE PROVIDED

ENGINEER agrees to furnish professional engineering services in accordance with the terms and conditions of this AGREEMENT (1) with the professional skill and care ordinarily provided by competent engineers practicing in the same or similar locality and under the same or similar circumstances and professional license; and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer.

ENGINEER shall conduct professional engineering services generally described as follows:

Right-Of-Way Acquisition Assistance

ARTICLE II. SCOPE OF WORK

During the term of this AGREEMENT, ENGINEER shall perform at the request and satisfaction of the Engineering Department of the City of Sherman, the stated services and the indicated fee schedule attached as EXHIBIT A.

ARTICLE III. TERM

The contract term shall commence on the date of this AGREEMENT and be completed by April 18, 2023. The contract term may be extended by mutual AGREEMENT of the parties.

ARTICLE IV. PROJECT INITIATION

Prior to the OWNER issuing a work order to proceed with any assessments, surveys, or other related work, ENGINEER shall provide OWNER with a written proposal detailing the scope of services and providing a fee estimate for proposed work. Said costs are to be based on the attached fee schedule. Final cost, excluding an approved change order, may not exceed the cost estimate by more than 10 percent without written approval of the OWNER.

ARTICLE V. FEES

Fees for services performed under this AGREEMENT shall be based on an hourly rate for personnel, equipment, and related services as detailed on the fee schedule attached as **EXHIBIT A** to this AGREEMENT. Subcontract services such as consulting with other engineers, as well as other services not specifically listed on the fee schedule, will be performed by subconsultants who operate under a subcontract agreement with ENGINEER. Fees shall be payable from the currently available funds. In the event funds are not available, ENGINEER shall not be obligated to perform the work.

ARTICLE VI. PAYMENT TERMS

ENGINEER will invoice OWNER for work performed on a monthly basis. In the case of short duration projects, invoicing will be upon project completion, with the invoice issued upon delivery of appropriate proposals or documents. Alternative invoicing methods may be acceptable provided they are agreed to prior to the work being undertaken.

ARTICLE VII. INSURANCE

Prior to the commencement of services under this AGREEMENT, ENGINEER shall obtain standard comprehensive professional liability insurance coverage in an amount of at least \$1,000,000.00 per claim with a \$2,000,000.00 aggregate policy limit per year, covering the services provided under this AGREEMENT. A "claims made" policy is acceptable subject to coverage being maintained during the course of the PROJECT and up to two (2) years after completion and acceptance of PROJECT by the City. ENGINEER shall maintain such coverage during all phases of engineering services and for two (2) years after substantial completion of the PROJECT. The OWNER shall be supplied with a certificate of such coverage which shall provide for a thirty (30) day notice of cancellation, non-renewal, or change in limits by endorsement, to the OWNER by certified mail.

ENGINEER will maintain general insurance coverage as follows:

- A. Worker's Compensation Insurance – Statutory as required by the Texas Labor Code.
- B. Employer's Liability Insurance - \$100,000 per accident; \$300,000 per disease; \$100,000 occupational disease per employee.
- C. Commercial General Liability Insurance - \$2,000,000 per occurrence; \$2,000,000 aggregate policy limit applies per project.
- D. Automobile Liability Insurance - \$1,000,000 CSL
- E. Professional Liability - \$1,000,000 per occurrence; \$2,000,000 aggregate policy limit. A "claims made" policy is acceptable subject to coverage being maintained during the course of the project and up to two (2) years after completion and acceptance of the project by the City.

ENGINEER shall maintain such coverage during all phases of engineering services and for two (2) years after substantial completion of the PROJECT. The OWNER shall be supplied with a certificate of such coverage which shall provide for a thirty (30) day notice of cancellation, non-renewal, or change in limits by endorsement, to the OWNER by certified mail.

The OWNER, City of Sherman, including its officers, officials, employees, Boards and Commissions, and volunteers shall be named as an additional insured by endorsement to the general insurance coverage listed in this AGREEMENT, excluding Workers' Compensation, Employers' Liability, and Professional Liability (for which a waiver of subrogation is required to be issued in favor of the OWNER), with regard to the ENGINEER'S activities as required by this CONTRACT. The coverage shall contain no

special limitations on the scope of protection afforded to the OWNER, and all premiums arising from the coverage herein shall be the responsibility of the ENGINEER.

ARTICLE VIII. INDEMNIFICATION

The ENGINEER shall hold harmless and indemnify the OWNER against claims and liability for damage arising out of the negligent act or omission, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by the ENGINEER or the ENGINEER'S agent, consultant under contract, or another entity over which the ENGINEER is legally liable. The ENGINEER shall also reimbursement Owner its reasonable attorney's fees which might be incurred by the OWNER in litigation or otherwise resisting said claim or liabilities in proportion to ENGINEER'S liability.

ENGINEER further agrees that during the course and scope of this AGREEMENT, except with OWNER'S knowledge and consent, ENGINEER shall not represent any third party against the OWNER in any claim, litigation, or other matter, or be retained to act as an expert witness for any third party in any claim, litigation, or any other matter that is, or may be, adversarial to the OWNER, as determined by the OWNER.

Acceptance by the OWNER of the ENGINEER'S work shall not constitute nor be deemed a release of the responsibility and liability of ENGINEER, its employees, subcontractors, agents, or consultants for the accuracy and competency of ENGINEER'S work; nor shall such acceptance be deemed to be an assumption of such responsibility by the OWNER for any defect, error, or omission in the ENGINEER'S work, its employees, subcontractors, agents, and consultants. ENGINEER, shall without additional costs or fee, correct or revise any errors or deficiencies in his performance.

The parties hereby acknowledge and agree that OWNER is entering into this AGREEMENT pursuant to its governmental functions and that nothing contained in the AGREEMENT shall be construed as constituting a waiver of the OWNER'S governmental immunity from suit or liability, which is expressly reserved to the extent allowed by law. Notwithstanding anything to the contrary herein, the parties hereby acknowledge and agree that to the extent this AGREEMENT is subject to the provisions of Subchapter I of Chapter 271, TEXAS LOCAL GOVERNMENT CODE, as amended, the OWNER'S immunity from suit is waived only as set forth in Subchapter I of Chapter 271, TEXAS LOCAL GOVERNMENT CODE. Further, the parties agree that this AGREEMENT is made subject to all applicable provisions of the Texas Civil Practices and Remedies Code ("CPRC"), including but not limited to all defenses, limitations, and exceptions to the limited waiver of immunity from liability provided in Chapter 101 and Chapter 75.

ARTICLE IX. COMPLIANCE WITH LAWS

The ENGINEER, its consultants, agents, employees and subcontractors shall comply with applicable Federal and State laws, charter and ordinances of the City of Sherman, as amended, and other applicable rules and regulations promulgated by local, state and national boards, bureaus and agencies. ENGINEER shall complete only the professional engineering services as required in the performance of the services contracted for herein.

**ARTICLE X.
OWNER'S RIGHTS AND OWNERSHIP OR DOCUMENTS**

Upon completion of services and payment in full, ENGINEER'S work products under this AGREEMENT including, but not limited to, tracings, drawings, plans, specifications, studies and other documents completed or partially completed, shall become the property of the City. The City shall have the right to publish, disclose, distribute and otherwise use such deliverables, materials and reports only for those purposes for which they were intended; provided, however, that Professional is not responsible and shall not be liable for the City's use of such documents for any purpose other than the project described in this Agreement

**ARTICLE XI.
SUCCESSORS AND ASSIGNS**

The City and the ENGINEER each bind himself, his partners, successors, assigns and legal representatives to the other party to this AGREEMENT and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this AGREEMENT. The ENGINEER shall not assign, sublet or transfer its interest in this AGREEMENT without the written consent of the City.

**ARTICLE XII.
PROVISION FOR TERMINATION/INTERRUPTION**

The City may terminate or suspend the ENGINEER'S services under this AGREEMENT at any time upon paying all sums due the ENGINEER for work to time of termination and after giving the ENGINEER seven (7) calendar days prior written notice by certified mail, stating the reason for such termination or suspension.

In the event of termination or abandonment of the ENGINEER'S services under this AGREEMENT, payment shall be made to the ENGINEER for all services performed to the date of same.

Upon payment in the event of termination or abandonment, all documents prepared by the ENGINEER shall become the property of the City.

If this AGREEMENT is terminated because of material breach of this AGREEMENT by the ENGINEER, the City may have the remaining work and services to be performed by the ENGINEER performed by another engineer, and the ENGINEER shall be liable to the City for any excess costs accrued by the City thereof.

**ARTICLE XIII.
CONFIDENTIALITY**

ENGINEER will maintain as confidential any documents or information provided by OWNER and will not release or publish same to any third party without prior permission from OWNER, unless compelled by law or order of a court or regulatory body of competent jurisdiction. Such release will occur only after prior notice to OWNER.

**ARTICLE XIV.
GOVERNING LAW**

This AGREEMENT shall be governed in all respects by the laws of the State of Texas. Venue for this AGREEMENT shall be exclusively in Grayson County, Texas.

**ARTICLE XV.
SURVIVAL**

All provisions of this AGREEMENT for indemnity or allocation of responsibility or liability between OWNER and ENGINEER shall survive the completion of the services and the termination of the AGREEMENT.

**ARTICLE XVI.
SEVERABILITY**

In the event that any provision of the AGREEMENT is found to be unenforceable under law, the remaining provisions shall continue in full force and effect.

**ARTICLE XVII.
ENGINEERS SEAL**

The ENGINEER shall place a Texas Professional Engineer's seal of endorsement on all documents and engineering data furnished by ENGINEER to the Owner.

**ARTICLE XVIII.
PUBLIC FUNDING**

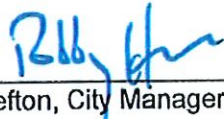
This Contract is subject to the appropriation of public funds by the City in its budget adopted for any fiscal year for the specific purpose of making payments pursuant to this Contract for that fiscal year. The obligation of the City pursuant to this Contract in any fiscal year for which this Contract is in effect shall constitute a current expense of the City for that fiscal year only, and shall not constitute an indebtedness of the City of any monies other than those lawfully appropriated in any fiscal year. In the event of non-appropriation of funds in any fiscal year to make payments pursuant to this Contract, this Contract may be terminated without any liability to either party.

**ARTICLE XIX.
EXTENT OF AGREEMENT**

This AGREEMENT represents the entire and integrated AGREEMENT between the City and the ENGINEER and supersedes all prior negotiations, representations or agreements, either written or oral.

EXECUTED in three (3) counterparts (each of which is an original) on behalf of ENGINEER shown below, and on behalf of the OWNER this 4 day of May, 20 22.

OWNER:
CITY OF SHERMAN, TEXAS



Robby Hefton, City Manager

ATTEST:



Linda Ashby

ENGINEER:
HALFF ASSOCIATES, INC



Mark M. Janicki, Vice President

ATTEST:



J. K. Kiehl

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

BY: 
NAME: 

CITY ATTORNEY

THE STATE OF TEXAS

COUNTY OF Dallas

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Mark M. Janicki, Vice President of Halff Associates, Inc., a Texas corporation 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 Halff 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 13 day of April, A.D. 2022.

Kathleen Rice

Notary Public In and For Dallas County, Texas

My Commission Expires:

10/27/23



EXHIBIT A
SCOPE OF SERVICES, FEE, AND RATE SCHEDULE

Exhibit "A"

Scope of Services

Services to be provided by the ROW Consultant

I. Project Administration

- A. Negotiation of the Scope of Services for Work Authorization
 - 1. ROW Consultant will visit project site with City Personnel.
- B. Communication
 - 1. Maintain status reports of all parcel and project activities and provide weekly to City.
 - 2. Provide schedule of all areas of work indicating anticipated start and end dates.
 - 3. Attend status meetings.
 - 4. Prepare initial property owner contact list for use by City in distribution of ROW Consultant introduction letters.
- C. File Management
 - 1. Working files will be kept in the ROW Consultant's project administrative office, but documents generated or received by the ROW Consultant will be forwarded to the City as they are generated or received by the ROW Consultant.
 - 2. Prepare invoices utilizing City standard payment submissions forms with supporting documentation.
 - 3. Maintain records of all payments including warrant/check number, amount, and date paid, etc.
 - 4. Maintain copies of all correspondence and contacts with property owners.

II. Title and Closing Services

- A. Secure preliminary title commitment or preliminary title search and 5-year sales data from the title company that will be providing title insurance.
 - 1. The charges from the Title Company for the preliminary title commitments will be paid by the City and are not be included in the Consultant's negotiated fee schedule.
- B. Secure title commitments updates in accord with insurance rules and requirements for parcel payment submissions. The charges from the Title Company for the update of the title commitment will be paid by City and should not be included in the Consultant's negotiated fee schedule.
- C. Secure title insurance for all parcels acquired, insuring acceptable title to City. Written approval by City required for any exception. The charges from the Title Company for the update of the title insurance will be paid by City and should not be included in the Consultant's negotiated fee schedule.

- D. The title curative necessary to provide clear title to the City will be identified by the Consultant and coordinated with City's legal counsel. These services are to be included in the negotiated fee schedule for this service.

Note: the Consultant's curative services do not include cost/expenses that qualify as payment of incidental expenses to transfer real property to the City.

- E. The Consultant has the responsibility of direct contact with the Title Company to obtain an updated title commitment along with other forms and certified copy of the instrument of conveyance when requesting the Parcel Payment from the City.
- F. The Consultant provides closing services in conjunction with the Title Company and at the discretion of the City may be required to attend closings.
- G. Any fee related to obtaining certified court documents and fees for recording same which are not collected at the closing of the parcel shall be direct pass through fees.
- H. Consultant shall cause the recordation of all original instruments immediately after closing at the respective County Clerk's Office. The cost of recording fees and filing fees are paid by the City and should not be included in the Consultant's negotiated fee schedule.

III. Negotiation Services

- A. Analyze appraisal and appraisal review reports and confirm City's approved value prior to making offer for each parcel.
- B. Analyze preliminary title report to determine potential title problems and propose methods to cure title deficiencies as directed by City's legal counsel.
- C. Prepare and send the letter transmitting the Landowners' Bill of Rights by Certified Mail-Return Receipt Requested (CMRRR).
- D. Complete the initial offer letter, memorandum of agreement, instruments of conveyance, and any other documents required or requested by City on City provided forms as directed by City's legal counsel.
- E. Contact each property owner or owner's designated representative, to present the written offer in person where practical, and deliver appraisal report and required brochures. Maintain follow-up contacts and secure the necessary instruments upon acceptance of the offer for the closing.
- F. Provide a copy of the appraisal report for the subject property exclusively to the property owner or authorized representative at the time of the offer. Maintain original signed Receipt of Appraisal for billing purposes.
- G. Respond to property owner inquiries verbally and in writing within two business days.

- H. Prepare a separate negotiator contact report for each parcel per contact on approved form.
- I. Maintain parcel files of original documentation related to the purchase of the real property or property interests.
- J. Advise property owner on the Administrative Settlement process. Transmit to City any written counteroffer from property owners including supporting documentation, and Consultant recommendation regarding Administrative Settlements in accordance with City policy and procedures.
- K. Complete final offer letter and documents of conveyance required or requested by City on City provided forms as directed by City's legal counsel.
- L. Appear and provide Expert Witness testimony as a Consultant when requested. The cost of the Consultant's expert witness testimony for trial is not part of this contract.

IV. Initial and Update Appraisal Service

- A. Appraisers should provide advance notice of the date and time of their appraisal inspections of the subject property to the Consultant's Project Administrator in order to coordinate the appraiser's inspection.
- B. Secure written permission from the owner to enter the property from which real estate is to be acquired. If the Appraiser, after diligent effort, is unable to secure the necessary letter of permission from the property owner, a waiver must be obtained in writing from the City engineer or City's legal counsel.
- C. Prepare and conduct personal pre-appraisal contact with interest owner(s) for each parcel using acceptable City forms.
- D. Contact property owners or their designated representative to offer opportunity to accompany the appraiser on the appraiser's inspection of the subject property. Maintain record of contract in file.
- E. For the initial appraisal, prepare complete appraisal report for each parcel to be acquired. These reports shall conform to City policies and procedures along with the Uniform Standards of Professional Appraisal Practices as promulgated by the Appraisal Foundation.
- F. For an updated appraisal, prepare complete appraisal update for the parcel to be acquired. These reports shall conform to City policies and procedures along with the Uniform Standards of Professional Appraisal Practices.
- G. As necessary, prepare written notification to the City of any environmental concerns associated with the right of way to be acquired, which could require environmental remediation.

H. All completed appraisals will be administratively reviewed by the City staff and recommended for approval by the City staff.

1. City staff coordinate with Consultant's review appraiser (if applicable) regarding revisions, comments, or additional information that may be required. The Consultant's review appraiser will then coordinate with the appraiser.
- I. As necessary, the appraiser will coordinate with the review appraiser regarding revisions, comments, or additional information that may be required.
- J. The fees for initial and updated appraisal assignments are based on separate appraisal assignments.
- K. Beyond delivery of initial and update appraisal assignments, the appraiser can be called to provide preparation and testimony for a Special Commissioners Hearing. For this appraisal assignment, the fee for the preparation time and testimony must be based on the hourly rate shown in the Consultant's Fee Schedule.

ADDITIONAL SERVICES

All services listed below will be performed under the direction of the City's legal counsel on an as needed basis.

- V. Relocation Assistance Services for Residential, Business, Personal Property, Mini Storage Units and Outdoor Advertising Signs
- A. Notify all Displacees and potential Displacees of eligibility for relocation assistance. At the time of initial contact, provide Displacees with a Relocation Assistance Packet consisting;
 1. Page one of the Relocation Advisory Assistance -- Parcel Record form
 2. Displacee Move Plan
 3. Certification of Eligibility
 4. Relocation Assistance Brochure
 - B. Provide on-going relocation assistance and advisory services to Displacees affected by acquisition of the property and deliver a completed Relocation Advisory Assistance -- Parcel Record form signed by the Displacee to the City.
 - C. Locate, evaluate, and maintain files on comparable available housing to complete Right of Way Acquisition Services Contract.
 - D. Compute and submit request for relocation housing/rental supplement to the City Project Manager on the Supplemental Payment Estimate, Replacement Housing form with supporting Residential Property Evaluation forms with photos attached.

- E. Provide 90-day information notice to any displacee requiring relocation, if required by the City, simultaneous with the delivery of relocation benefits package pursuant to the Uniform Relocation Assistance and Real Property Acquisition Policies Act and the Federal Regulations.
- F. Provide 30-day notice once property has been acquired by the City. Note: the Displacee must be given no less than 90-day notice.
- G. Notify the City Project Manager immediately if Displacee does not move after the 30-day notice expires.
- H. Perform a decent, safe, and sanitary inspection of the replacement housing in accordance with City and State of Texas policy. Prepare and complete Replacement Housing Inspection form and submit to the City Project Manager.
- I. For non-residential moves, Negotiated Self-Moves
 - 1. If a moving plan exceeds \$20,000, prepare moving plan with appropriate photos and sketches along with inventory of personal property to be moved for non-residential moves. This is required for pre-approval by the City.
 - 2. If the moving plan for a Negotiated Self-Move is less than \$20,000 the Consultant must submit Negotiated Self-Move Request with moving plan for the business owner or tenant. This includes photos, written inventory list, type of move requested, and project move date.
- J. For all Negotiated Self-Moves, the Consultant is responsible for requesting moving estimates from moving companies. Moving estimates must be obtained by the Consultant and not the Displacee. Moving estimates must be prepared in writing and in the name of City and not the Consultant.
- K. Coordinate and monitor moves with displaced homeowners, business owners, and tenants and with moving companies in accordance with State and City procedures.
- L. Maintain relocation contact logs on Relocation Advisory Assistance - Parcel Record form journaling all attempted and completed contacts with all parties. This includes descriptions of the reasons and outcome for each contact.
- M. Attend closings on replacement property if requested by any party involved, and assure supplemental payment is properly distributed.
- N. Process and compute increased interest payments as required.
- O. Relocation agent shall be available for any appeals or hearings. For this assignment, the fee for preparation and testimony will be a reasonable hourly rate, preapproved in writing by the City Project Manager.

- P. Prepare all relocation payment claim submissions for all Displacees in accordance with State and City guidelines.
- Q. Deliver warrants in accordance with City guidelines.
- R. Issue Relocation Survey to all Displacees.
- S. Provide an executed Certification of Eligibility form with all Displacee claims.

VI. Condemnation Support

Consultant shall not act as the attorney for condemnation purposes. City must self perform legal services or contract with third party attorney. Consultant may provide those support services to City or to City's attorney as described below:

A. Pre-Hearing Support

1. Request updated Title Commitment from Title Company.
2. Use information from the Title Commitment to identify interested parties. *
3. Submit information packet as requested by Condemning Attorney.
4. Request update of appraisal.
5. If e-filing is not required, file original petition with County Court at Law or other appropriate Court for a cause number to be assigned.
6. File Lis Pendens including the cause number with the County Clerk's Office
7. If e-filing is not required, upon assignment of a court, file the Order Appointing Commissioners with the judge, retaining a copy of the Order for the files.
8. Following appointment of Commissioners by the judge, secure Oath of Commissioners signed by the Commissioners, Order Setting Hearing and Notice of Hearing signed by the Commissioners.
9. File all originals with the court and send copies to City and Condemning Attorney.

B. Post-Hearing Support

1. If e-filing is not required, file Award of the Commissioners with the court for the Judge's signature within 48 hours of hearing, unless on Friday or before a holiday when court will not be open.
2. Obtain certified copy of Award and provide to City with request for funding in amount of Award.
3. Obtain Commissioners' Fees and submit to City for payment.
4. File Award payment in registry of the court, file Notice of Deposit with the court and send certified copies to each defendant notifying them of the date of deposit. The Date of Deposit is the Date of Take.
5. Send written notices of the date of deposit to the City and all interested parties.

* Updated Title Commitments shall be paid directly by City. Please refer to II. Title and Closing Services.

- VII. Relocation Appeal(s).
Assist City with coordination of appeal process
 - 1. Submit appeal to City for review.
 - 2. Provide supporting documentation.

- VIII. Eviction process.
Assist City with Eviction Process.
 - 1. Maintain paperwork necessary for filing eviction.
 - 2. File necessary documents with court.
 - 3. Attend Hearing(s).

- IX. Disposal of Property Services
 - 1. Provide a Release of Property to the City Project Manager signed by the former owner stating that all personal property has been removed and any remaining items belong to the City.
 - 2. Provide the City Project Manager a copy of the plat and field notes, photographs of the property in a PDF format, a copy of the appraisal, and the Release of Property form when buildings are vacant and ready for disposal. The City Project Manager will initiate the environmental surveys as needed.

- X. Miscellaneous.
 - 1. Testimony for Hearing(s) or appeals.
 - 2. Document/Form establishment.
 - 3. Reporting outside of typical status reports.

Services to be provided by the City include, but are not limited to the following:

- 1. Provide timely reviews and approval of submissions.
- 2. Process and issue all warrants for payment of approved purchase prices for each parcel, relocation payment, and incidental expense involved in the transfer of property to City in accordance with State law.
- 3. Provide a copy to the Consultant's performance evaluation at end of project or as needed throughout the project.
- 4. Initiate, coordinate, and administer environmental investigation surveys.
- 5. Pay direct costs including but, not limited to: preliminary title commitment, updates and title insurance for all parcels acquired.

COMPENSATION

Specific Parcel Number	Appraisal		Negotiation Services		Title and Closing Services		Title Commitment		Total \$ Cost All Parcels
	units	Total \$ Fees	units	Total \$ Fees	units	Total \$ Fees	units	Total \$ Fees	
6			1	\$5,525	1	\$1,250	1	\$500	\$7,275
7			1	\$5,525	1	\$1,250	1	\$500	\$7,275
9			1	\$5,525	1	\$1,250	1	\$500	\$7,275
10			1	\$5,525	1	\$1,250	1	\$500	\$7,275
11			1	\$5,525	1	\$1,250	1	\$500	\$7,275
12			1	\$5,525	1	\$1,250	1	\$500	\$7,275
14			1	\$5,525	1	\$1,250	1	\$500	\$7,275
15			1	\$5,525	1	\$1,250	1	\$500	\$7,275
16			1	\$5,525	1	\$1,250	1	\$500	\$7,275
17			1	\$5,525	1	\$1,250	1	\$500	\$7,275
18			1	\$5,525	1	\$1,250	1	\$500	\$7,275
19			1	\$5,525	1	\$1,250	1	\$500	\$7,275
20			1	\$5,525	1	\$1,250	1	\$500	\$7,275
21			1	\$5,525	1	\$1,250	1	\$500	\$7,275
22			1	\$5,525	1	\$1,250	1	\$500	\$7,275
23			1	\$5,525	1	\$1,250	1	\$500	\$7,275
24			1	\$5,525	1	\$1,250	1	\$500	\$7,275
26			1	\$5,525	1	\$1,250	1	\$500	\$7,275
28			1	\$5,525	1	\$1,250	1	\$500	\$7,275
33 Pt 1 & 2			1	\$5,525	1	\$1,250	1	\$500	\$7,275
			20		20		20		\$145,500
Project Management Services:									
Number of Hours:			68				\$190		\$12,920
Administrative Assistant Services:									
Number of Hours:			72				\$85		\$6,120
Condemnation Services:									
Number of Hours:			12				\$135		\$1,620
PO Total:								\$164,540	

Compensation by the City of Sherman to the Consultant for all Basic Services enumerated will be assessed on an hourly rate as shown on the "Fee Summary" with a not-to-exceed basis shown below.

Basic Services	
Negotiation per parcel	\$5,525 per parcel
Title and Closing per parcel	\$1,250 per parcel

The direct cost of preliminary title commitments, title insurance, appraisals and the court costs in eminent domain cases are not to be considered a pass-through expense and will be paid directly by the City of Sherman.

Special Services and Additional Services which may be required by the City shall be based on an hourly rate. A budget amount will be established for these additional services and will not exceeded without prior written authorization from the City. No work will be undertaken for additional services without specific written authorization from the City.

Project Management and Administration Services	\$185.00/Hour
Negotiation Services	\$155.00/Hour
Relocation Services	\$145.00/Hour
Condemnation Support Services	\$130.00/Hour
Title/Closing Specialist Services	\$135.00/Hour
Administrative Assistant Services	\$85.00/Hour

FEE SUMMARY

Direct costs including but, not limited to: printing and reproduction, postage, messenger service, long distance telephone calls and mileage (54.5¢ per mile) are not included in the fee estimate and are considered reimbursable at 1.1 times the direct cost incurred.



City Council Regular Meeting

Agenda Item No. F.4.

Meeting Date: 6/2/2025

Prepared By: Clint Philpott, Assistant City Manager

Approved By: Teri Fine, Assistant to the City Manager

Caption:

RESOLUTION NO. 7535

Authorizing Execution of a Development Agreement Between Sherman Crossroads, LTD. and the City of Sherman, TX for Certain Improvements with Approximate 62.0 Acres Generally Located off of Crossroads Boulevard and FM 1417 in the City of Sherman

Issue:

Authorizing Execution of a Development Agreement Between Sherman Crossroads, LTD. And the City of Sherman TX for certain Public Infrastructure Improvements within approximately 62 acres generally located off of Crossroads Boulevard and north of FM 1417.

Background:

As part of ongoing negotiations to bring a national grocer into Sherman, the City is working with Sherman Crossroads, LTD to help provide certain public infrastructure in Crossroads. The current estimated cost is \$11.5 million,

The agreement includes the following:

1. 2,010 LF of a 12-inch diameter water line.
2. 7.28 acres of a regional detention pond.
3. A storm drainage system that ties the pond to roadway and site improvements.
4. 2,200 LF of a concrete roadway (45' wide).
5. 2,800 LF of a 15-inch diameter sanitary sewer line, 2825 LF of a 12-inch diameter sanitary sewer line.
6. Traffic signalization of FM 1417 and Aston Drive.
7. Any required offsite mitigation measures.

Capital Improvement Program:

Origination:

Sherman Crossroads GP, LLC
City Manager's Office

Financial Consideration:

The current estimated cost is \$11.5 million.

Staff Recommendation:

Staff recommends approval

Alternatives:

As directed by Council

Attachments:

1. Resolution No. 7535

RESOLUTION NO. 7535

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A DEVELOPMENT AGREEMENT BETWEEN SHERMAN CROSSROADS, LTD, AND THE CITY OF SHERMAN, TX FOR CERTAIN IMPROVEMENTS WITH APPROXIMATE 62 ACRES GENERALLY LOCATED OFF CROSSROADS BOULEVARD IN THE CITY OF SHERMAN, TEXAS; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a Development Agreement with Sherman Crossroads, LTD. for certain improvements within an approximate 62-acre tract of land off of Crossroads Boulevard in the City of Sherman, Texas, 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 2nd day of June 2025.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LEAH ROBERTS
EXECUTIVE DIR. OF ADMIN. /
ACTING CITY CLERK

BY: _____
SHAWN TEAMANN, MAYOR

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

BY: _____
RYAN PITTMAN, CITY ATTORNEY



SHERMAN CITY COUNCIL Agenda Communication Form

City Council Regular Meeting

Agenda Item No. G.1.

Meeting Date: 6/2/2025

Prepared By: Kim Hobbs, Quality Services Administrative Assistant

Approved By: Zachary Flores, Acting City Manager

Caption:

***OTHER BUSINESS**

Repair a section of 36" storm drain pipe in Constitution Village under Emergency Designation

Issue:

To allow the repair of the 36" storm drain pipe

Background:

The 36" corrugated metal pipe is rusted out on the bottom of the pipe for several hundred feet causing erosion issues, resulting in sinkholes and exposure of buried utilities. We currently have a large sinkhole just north of Colorado Street that we have repaired multiple times, but due to the poor condition of the pipe, it continues to erode. All CMP needs to be replaced with Reinforced Concrete Pipe (RCP) to resolve this problem and protect utilities. Recommend emergency repair of this storm system facility. The condition of the pipe and surrounding soil changes with each rain event.

The City is exempt from the competitive bidding requirements of state law in connection with this Agreement pursuant to Section 252.022 of the Texas Local Government Code, including but not limited to subsections (a)(2) of that statute.

Capital Improvement Program:

Origination:

Department of Public Works

Financial Consideration:

The emergency repair of the 36" storm drain pipe at Constitution Village would use the services of Hayes Construction for \$61,415.00. The City's Street Maintenance budget will be utilized to fund the repair.

Staff Recommendation:

It is recommended that staff be authorized to hire Hayes Construction for the emergency repair of the 36" storm drain repair at Constitution Village.

Alternatives:

As may be recommended by the City Council

Attachments:

1. Hayes Quote
2. Constitution Village drainage agreement 5.22.25
3. Map

ESTIMATE

Hayes Construction, LLC.
205 Cody Lane
Sherman, TX 75092

lara@hayesconstruction.org
+1 (469) 512-7290



City of Sherman:Constitution Village drainage

Bill to

City of Sherman
220 W. Mulberry Street
Sherman, Texas 75090

Estimate details

Estimate no.: E-250132

Estimate date: 04/23/2025

#	Product or service	Description	Qty	Rate	Amount
1.	Mobilization	to include required bonding	1	\$3,000.00	\$3,000.00
2.	Remove existing CMP	remove and dispose of existing CMP at city location	1	\$4,470.00	\$4,470.00
3.	Place new RCP	place city provided RCP	600	\$65.00	\$39,000.00
4.	Remove and replace fence		1	\$3,445.00	\$3,445.00
5.	Gravel	*provided by city	1	\$0.00	\$0.00
6.	Sod repair	replace approx 10,000 sqft bermuda grass; price per sqft	10000	\$0.75	\$7,500.00
7.	Tie in	tie into existing RCP and grout	4	\$1,000.00	\$4,000.00
Total					\$61,415.00

Accepted date

Accepted by

AGREEMENT

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

CITY and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

Article 1. WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents and shall furnish all personnel, labor, equipment, supplies and all other items necessary to provide the services and deliverables as specified by the terms and conditions of the Contract Documents. The Work project is generally described as follows:

Emergency Repair of Storm Drain Pipe in Constitution Village

Article 2. ENGINEER

The Project has been designed by the City of Sherman, who is hereinafter called ENGINEER and who is to act as CITY'S representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3. CONTRACT TIME

- 3.1 The Work will be substantially completed and ready for final payment within 45 calendar days from the date when the Contract Time commences to run, as provided in the Special Conditions.
- 3.2 Liquidated Damages. CITY and CONTRACTOR recognize that time is of the essence of this Agreement and that CITY will suffer financial loss and actual damages if the Work is not completed within the time specified above, plus any extensions thereof allowed in accordance with the Special Conditions. The parties also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss and damages suffered by CITY if the Work is not completed on time. The exact amount of such loss and damages will be difficult to ascertain. Accordingly, instead of requiring any such proof, CITY and CONTRACTOR agree that CONTRACTOR shall pay CITY \$ 500.00 for each calendar day in which the Work is not completed, not as a penalty but as liquidated damages for the loss and damages that would be suffered by CITY as a result

of delay for each and every calendar day that the CONTRACTOR shall have failed to have completed the Work as required herein

Article 4. **CONTRACT PRICE**

CITY shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds as follows:

At the unit prices shown on the Quote included in the Contract Documents.

Article 5. **PAYMENT PROCEDURES**

CONTRACTOR shall submit Applications for Payment in accordance with the Special Conditions. Applications for Payment will be processed by ENGINEER, as provided in the Special Conditions.

CONTRACTOR and CITY acknowledge and agree that the continuation of this Agreement after the close of any given fiscal year of CITY, which fiscal year ends on September 30th of each year, shall be subject to Sherman City Council approval. In the event that the Sherman City Council does not approve the appropriation of funds for this Agreement, the Agreement shall terminate at the end of the fiscal year for which funds were appropriated, and the parties shall have no further obligations hereunder, except that CITY shall be obligated to pay monies owed CONTRACTOR for Services it has provided pursuant to this Agreement through the end of that fiscal year provided that CONTRACTOR is not in breach of this Agreement.

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

Article 6. **INTEREST**

If the contract amount of this contract is less than \$5,000,000, no interest will be paid to the CONTRACTOR on retained money. When the contract amount exceeds \$5,000,000, no interest will be paid unless required by law.

Article 7. **CONTRACTOR'S REPRESENTATIONS**

In order to induce CITY to enter into this Agreement, CONTRACTOR makes the following representations:

- 7.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that, in any manner, may affect cost, progress, performance or furnishing of the Work.

- 7.2 CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions and drawings of physical conditions, if any, which are contained or identified in the Contract Documents, and accepts the determination set forth in the Contract Documents of the extent of the technical data contained in such reports and drawings upon which CONTRACTOR is entitled to rely.
- 7.3 CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies in addition to, or to supplement, those referred to above, which pertain to the subsurface or physical conditions at or contiguous to the site, or otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are, or will be, required by CONTRACTOR for such purposes.
- 7.4 CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of all Underground Facilities, whether indicated in the Contract Documents, or not. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are, or will be, required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.
- 7.5 CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
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- 7.7 CONTRACTOR has reviewed and fully agrees to the limitation of liability provisions included in the Special Provisions.
- 7.8 CONTRACTOR certifies that they are eligible to be awarded government contracts. CONTRACTOR also certifies that any agreement entered into with a subcontractor will contain a clause stating that the subcontractor is eligible to be awarded government contracts.

Article 8. **CONTRACT DOCUMENTS**

The "Contract Documents," which comprise the entire agreement between CITY and CONTRACTOR concerning the Work, consist of the following:

- 8.1 This Agreement
- 8.2 Certifications Required by Texas Law
- 8.3 Suspension and Debarment Certification
- 8.4 Agenda Item
- 8.5 Request for Quotation
- 8.6 Quotation
- 8.7 Form 1295, Certificate of Interested Parties
- 8.8 Certificate of Insurance
- 8.9 Performance Bond and POA
- 8.10 Payment Bond and POA
- 8.11 Notice to Proceed
- 8.12 Maintenance Bond and POA
- 8.13 Closeout Documents
- 8.14 Davis-Bacon Wage Determinations
- 8.15 Special Conditions
- 8.16 Technical Specification prepared or issued by City of Sherman
- 8.17 Drawings, consisting of attached exhibit
- 8.18 The following, which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto:

All written Amendments, change orders, and other documents amending, modifying, or supplementing the Contract Documents pursuant to the Special Conditions. The parties understand and agree that deviations or modifications to the scope of Work described in the Contract Documents, in the form of one or more written Contingency Change Allowance or also change orders, may be authorized from time to time by CITY ("Change Orders"). "Extra" work, "claims" invoiced as "extra" work or "claims" which have not been issued as a duly executed, written Change Orders by the Sherman City Manager or his designee will not be authorized for payment and/or shall not become part of this Agreement. A duly executed, written Change Order shall be preceded by the City Council's authorization for the City Manager to execute said Change Order. CONTRACTOR agrees that CITY'S project managers are authorized to issue Contingency Allowance Authorization but CITY'S project managers, superintendents and/or inspectors not authorized to issue verbal or written Change Orders.

There are no contract Documents other than those listed above in this Agreement. The Contract

Documents may only be amended, modified or supplemented, as outlined in this Contract.

Article 9. INDEMNITY

CONTRACTOR HEREBY RELEASES AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS **CITY** AND ITS CITY COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES (COLLECTIVELY REFERRED TO AS "**CITY**" FOR PURPOSES OF THIS SECTION) FROM AND AGAINST ALL DAMAGES, INJURIES (WHETHER IN CONTRACT OR IN TORT, INCLUDING PERSONAL INJURY AND DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, ACTIONS, JUDGMENTS, LIENS, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEY'S FEES AND EXPENSES INCURRED IN ENFORCING THIS SECTION), THAT IN WHOLE OR IN PART ARISE OUT OF OR ARE CONNECTED WITH GOODS AND/OR SERVICES PROVIDED BY **CONTRACTOR**, ITS OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES OR ANY OTHER THIRD PARTIES FOR WHOM **CONTRACTOR** IS LEGALLY RESPONSIBLE (COLLECTIVELY REFERRED TO AS "**CONTRACTOR**" FOR PURPOSES OF THIS SECTION) PURSUANT TO THIS AGREEMENT AND/OR THE NEGLIGENT, GROSSLY NEGLIGENT AND/OR INTENTIONAL WRONGFUL ACT AND/OR OMISSION OF **CONTRACTOR** IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT, REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OF **CITY** (COLLECTIVELY, "**CLAIMS**"). THIS INDEMNIFICATION PROVISION AND THE USE OF THE TERM "**CLAIMS**" IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT IS NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST **CITY** BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN **CONTRACTOR** AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH **CONTRACTOR**, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE.

IN ITS SOLE DISCRETION, **CITY** SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY **CONTRACTOR** IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY **CITY**, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY **CITY** IN WRITING. **CITY** RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, **CITY** IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY **CITY** IS NOT TO BE CONSTRUED AS A WAIVER OF **CONTRACTOR**'S OBLIGATION TO DEFEND **CITY** OR AS

A WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. CONTRACTOR SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO DEFENSE OR INDEMNIFICATION UNDER THIS AGREEMENT. IF CONTRACTOR FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND CONTRACTOR SHALL BE LIABLE FOR ALL COSTS INCURRED BY CITY.

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

Article 10. LIABILITY

To the fullest extent permitted by law, CONTRACTOR shall be fully and solely responsible and liable for its own acts and omissions, including those of its officers, agents, representatives, employees, subcontractors, licensees, invitees and all other parties performing services for or on behalf of CONTRACTOR under this Agreement, and for any and all damage to CONTRACTOR's equipment and other property. CITY assumes no such responsibility or liability. CITY shall have no such responsibility or liability to either CONTRACTOR or its officers, agents, representatives, employees, subcontractors, licensees, invitees or other persons.

Article 11. TERMINATION

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

CITY is entitled to terminate this Agreement immediately on breach of any term or provision of the Contract Documents by CONTRACTOR. If at any time during the term of this Agreement, CONTRACTOR shall fail to commence the work in accordance with the provisions of the Contract Documents or fail to diligently perform the work in an efficient, timely and careful manner and in strict accordance with the provisions of the Contract Documents, then CITY shall have the right to terminate this Agreement. Any such act by CITY shall not be deemed a waiver of any other right or remedy of CITY.

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

Article 12. MISCELLANEOUS

12.1 Terms used in the Agreement will have the meanings indicated in the Special Provisions.

- 12.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, monies that may become due and monies that are due, may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 12.3 CONTRACTOR acknowledges and agrees that the existence of a prohibited interest during the term of this Agreement will render this Agreement voidable. CONTRACTOR further acknowledges and agrees that it also is aware of, and will abide by, the vendor disclosure requirements set forth in Chapter 176 of the Texas Local Government Code, as amended.
- 12.4 Each party represents and warrants to the other that it has the full power and authority to enter into and fulfill the obligations of this Agreement. The respective signatories to this Agreement, by affixing their signatures hereto, warrant and represent that they have the authority to bind their respective parties as duly authorized representatives thereof.
- 12.5 The parties acknowledge and agree that, in executing and performing this Agreement, CITY has not waived, nor shall be deemed to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.
- 12.6 In the event that a term, condition or provision of this Agreement is determined to be invalid, illegal, void, unenforceable or unlawful by a court of competent jurisdiction, then that term, condition or provision shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been included in this Agreement.
- 12.7 If either party files any action or brings any proceeding against the other arising from this Agreement, then as between CITY and CONTRACTOR, the prevailing party shall be entitled to recover as an element of its costs of suit, and not as damages, reasonable and necessary attorneys' fees and litigation expenses both at trial and on appeal, subject to the limitations set forth in TEX. LOC. GOV'T CODE § 271.153, as it exists or may be amended, if applicable.
- 12.8 The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement, without regard to conflict of law principles. This Agreement is performable in Grayson County, Texas, and the exclusive venue for any

action arising out of this Agreement shall be a court of appropriate jurisdiction in Grayson County, Texas.

- 12.9 Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance.
- 12.10 CONTRACTOR covenants and agrees that CONTRACTOR is an independent contractor and not an officer, agent, servant or employee of CITY; that CONTRACTOR shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing the same; that the doctrine of respondent superior shall not apply as between CITY and CONTRACTOR, its officers, agents, employees, contractors, subcontractors and consultants; and that nothing herein shall be construed as creating a partnership or joint enterprise between CITY and CONTRACTOR.
- 12.11 This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.
- 12.12 This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail and/or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.
- 12.13 CITY and CONTRACTOR each binds itself, its partners, successors, assign, and legal representatives to the other party hereto, its partners, successors, assign and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

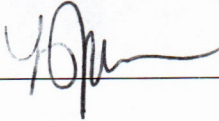
Article 13. **OTHER PROVISIONS**

None.

IN WITNESS WHEREOF, CITY and CONTRACTOR have signed this Agreement in multiple copies. One counterpart each has been delivered to CITY, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed or identified by CITY and CONTRACTOR or by ENGINEER on their behalf. The date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature below) will be deemed the effective date of this Agreement (the "Effective Date").

CITY: CITY OF SHERMAN, TEXAS

CONTRACTOR: Hayes Construction, LLC

_____ 

By: _____

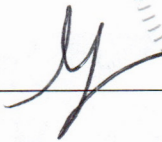
By: Lara Jackson

Date: _____

Date: 5/22/25

(Corporate Seal)

Attest: _____

Attest: _____ 

Address for giving notices:

Address for giving notices:

205 Cody Lane

Sherman, TX 75092





Iowa St

Iowa St

214

218

302

306

310

210

206

36" CMP bottom
rusted out. replace
all pipe

260' end to end

301

305

217

213

205

209

Colorado St

Colorado St

218

Handmade Metal Works

Colorado St

St

214

206

210

36" CMP bottom
rusted out. Replace
all pipe.

260' end to end

301

217

213

209

201

205

Arizona St
Google

Arizona



City Council Regular Meeting

Agenda Item No. G.2.

Meeting Date: 6/2/2025

Prepared By: Jim Cross, Water Systems Manager

Approved By: Zachary Flores, Acting City Manager

Caption:

*** OTHER BUSINESS**

Emergency Repair of the Fairview Pump Station Electrical System under Emergency Designation

Issue:

To allow the emergency repair of the Fairview Pump Station Electrical System under Emergency Designation

Background:

Fairview pump station, located at W. Birge and Ricketts, was built in 1929 and is Sherman's oldest pump station and well site. Though it has had some renovations over the years, some equipment is not up to the current codes.

The power cables from the ONCOR pole-mounted transformers that service the well and electrical room have failed. In order for ONCOR to re-energize the site, new power cables and the specified electrical equipment must be replaced.

The City is exempt from the competitive bidding requirements of state law in connection with this Agreement pursuant to Section 252.022 of the Texas Local Government Code, including but not limited to subsections (a)(2) of that statute.

Capital Improvement Program:

N/A

Origination:

Water Production

Financial Consideration:

The City staff's estimated cost to repair the well is approximately \$135,736.00.

Staff Recommendation:

It is recommended that the emergency repair to the electrical system at the Fairview Pump Station under Emergency Designation be approved and that the City Manager be authorized to execute any required contract documents.

Alternatives:

As may be directed by the City Council

Attachments:

1. AGREEMENT_H&H Signed
2. H & H Proposal
3. Location Map

AGREEMENT

THIS AGREEMENT is by and between the CITY OF SHERMAN, TEXAS, a home-rule municipality (the "CITY"), and H & H Electrical Contractors, Inc. a corporation (the "CONTRACTOR"). CITY and CONTRACTOR are sometimes referred to collectively as the "parties" or individually as a "party."

CITY and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

Article 1. WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents and shall furnish all personnel, labor, equipment, supplies and all other items necessary to provide the services and deliverables as specified by the terms and conditions of the Contract Documents. The Work project is generally described as follows:

Fairview Pump Station Electrical Repair – Emergency Designation

Article 2. ENGINEER

The Project has been designed by City of Sherman Engineering Department, Sherman, Texas, who is hereinafter called ENGINEER and who is to act as CITY'S representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3. CONTRACT TIME

- 3.1 The Work will be substantially completed and ready for final payment within 60 calendar days from the date when the Contract Time commences to run, as provided in the Special Conditions.
- 3.2 Liquidated Damages. CITY and CONTRACTOR recognize that time is of the essence of this Agreement and that CITY will suffer financial loss and actual damages if the Work is not completed within the time specified above, plus any extensions thereof allowed in accordance with the Special Conditions. The parties also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss and damages suffered by CITY if the Work is not completed on time. The exact amount of such loss and damages will be difficult to ascertain. Accordingly, instead of requiring any such proof, CITY and CONTRACTOR agree that CONTRACTOR shall pay CITY \$ 500.00 for each calendar day in which the Work is not completed, not as a penalty but as liquidated damages for the loss and damages that would be suffered by CITY as a result of delay for each and every calendar day that the CONTRACTOR shall have failed to have completed the Work as required herein

Article 4. CONTRACT PRICE

CITY shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds as follows:

At the unit prices shown on the Quote included in the Contract Documents.

Article 5. **PAYMENT PROCEDURES**

CONTRACTOR shall submit Applications for Payment in accordance with the Special Conditions. Applications for Payment will be processed by ENGINEER, as provided in the Special Conditions.

CONTRACTOR and CITY acknowledge and agree that the continuation of this Agreement after the close of any given fiscal year of CITY, which fiscal year ends on September 30th of each year, shall be subject to Sherman City Council approval. In the event that the Sherman City Council does not approve the appropriation of funds for this Agreement, the Agreement shall terminate at the end of the fiscal year for which funds were appropriated, and the parties shall have no further obligations hereunder, except that CITY shall be obligated to pay monies owed CONTRACTOR for Services it has provided pursuant to this Agreement through the end of that fiscal year provided that CONTRACTOR is not in breach of this Agreement.

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If the contract amount of this contract is less than \$5,000,000, no interest will be paid to the CONTRACTOR on retained money. When the contract amount exceeds \$5,000,000, no interest will be paid unless required by law.

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assumes responsibility for the accurate location of all Underground Facilities, whether indicated in the Contract Documents, or not. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are, or will be, required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.

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- 8.12 Maintenance Bond and POA
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There are no contract Documents other than those listed above in this Agreement. The Contract Documents may only be amended, modified or supplemented, as outlined in this Contract.

Article 9. INDEMNITY

CONTRACTOR HEREBY RELEASES AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS CITY AND ITS CITY COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES (COLLECTIVELY REFERRED TO AS "CITY" FOR PURPOSES OF THIS SECTION) FROM AND AGAINST ALL DAMAGES, INJURIES (WHETHER IN CONTRACT OR IN TORT, INCLUDING PERSONAL INJURY AND DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, ACTIONS, JUDGMENTS, LIENS, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEY'S FEES AND EXPENSES INCURRED IN ENFORCING THIS SECTION), THAT IN WHOLE OR IN PART ARISE OUT OF OR ARE CONNECTED WITH GOODS AND/OR SERVICES PROVIDED BY **CONTRACTOR**, ITS OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES OR ANY OTHER THIRD PARTIES FOR WHOM **CONTRACTOR** IS LEGALLY RESPONSIBLE (COLLECTIVELY REFERRED TO AS "CONTRACTOR" FOR PURPOSES OF THIS SECTION) PURSUANT TO THIS AGREEMENT AND/OR THE NEGLIGENT, GROSSLY NEGLIGENT AND/OR INTENTIONAL WRONGFUL ACT AND/OR OMISSION OF **CONTRACTOR** IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT, REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OF CITY (COLLECTIVELY, "CLAIMS"). THIS INDEMNIFICATION PROVISION AND THE USE OF THE TERM "CLAIMS" IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT IS NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST CITY BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN **CONTRACTOR** AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH **CONTRACTOR**, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE.

IN ITS SOLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY **CONTRACTOR** IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY CITY, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CITY IN WRITING. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF **CONTRACTOR**'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF **CONTRACTOR**'S OBLIGATION TO INDEMNIFY CITY

PURSUANT TO THIS AGREEMENT. CONTRACTOR SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO DEFENSE OR INDEMNIFICATION UNDER THIS AGREEMENT. If CONTRACTOR FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND CONTRACTOR SHALL BE LIABLE FOR ALL COSTS INCURRED BY CITY.

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

Article 10. LIABILITY

To the fullest extent permitted by law, CONTRACTOR shall be fully and solely responsible and liable for its own acts and omissions, including those of its officers, agents, representatives, employees, subcontractors, licensees, invitees and all other parties performing services for or on behalf of CONTRACTOR under this Agreement, and for any and all damage to CONTRACTOR's equipment and other property. CITY assumes no such responsibility or liability. CITY shall have no such responsibility or liability to either CONTRACTOR or its officers, agents, representatives, employees, subcontractors, licensees, invitees or other persons.

Article 11. TERMINATION

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

CITY is entitled to terminate this Agreement immediately on breach of any term or provision of the Contract Documents by CONTRACTOR. If at any time during the term of this Agreement, CONTRACTOR shall fail to commence the work in accordance with the provisions of the Contract Documents or fail to diligently perform the work in an efficient, timely and careful manner and in strict accordance with the provisions of the Contract Documents, then CITY shall have the right to terminate this Agreement. Any such act by CITY shall not be deemed a waiver of any other right or remedy of CITY.

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

Article 12. MISCELLANEOUS

12.1 Terms used in the Agreement will have the meanings indicated in the Special Conditions.

12.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, monies that may become due and monies that are due, may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

12.3 CONTRACTOR acknowledges and agrees that the existence of a prohibited interest during the term

of this Agreement will render this Agreement voidable. CONTRACTOR further acknowledges and agrees that it also is aware of, and will abide by, the vendor disclosure requirements set forth in Chapter 176 of the Texas Local Government Code, as amended.

- 12.4 Each party represents and warrants to the other that it has the full power and authority to enter into and fulfill the obligations of this Agreement. The respective signatories to this Agreement, by affixing their signatures hereto, warrant and represent that they have the authority to bind their respective parties as duly authorized representatives thereof.
- 12.5 The parties acknowledge and agree that, in executing and performing this Agreement, CITY has not waived, nor shall be deemed to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.
- 12.6 In the event that a term, condition or provision of this Agreement is determined to be invalid, illegal, void, unenforceable or unlawful by a court of competent jurisdiction, then that term, condition or provision shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been included in this Agreement.
- 12.7 If either party files any action or brings any proceeding against the other arising from this Agreement, then as between CITY and CONTRACTOR, the prevailing party shall be entitled to recover as an element of its costs of suit, and not as damages, reasonable and necessary attorneys' fees and litigation expenses both at trial and on appeal, subject to the limitations set forth in TEX. LOC. GOV'T CODE § 271.153, as it exists or may be amended, if applicable.
- 12.8 The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement, without regard to conflict of law principles. This Agreement is performable in Grayson County, Texas, and the exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Grayson County, Texas.
- 12.9 Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance.
- 12.10 CONTRACTOR covenants and agrees that CONTRACTOR is an independent contractor and not an officer, agent, servant or employee of CITY; that CONTRACTOR shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing the same; that the doctrine of respondent superior shall not apply as between CITY and CONTRACTOR, its officers, agents, employees, contractors, subcontractors and consultants; and that nothing herein shall be construed as creating a partnership or joint enterprise between CITY and CONTRACTOR.
- 12.11 This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.

12.12 This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail and/or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.

12.13 CITY and CONTRACTOR each binds itself, its partners, successors, assign, and legal representatives to the other party hereto, its partners, successors, assign and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

Article 13. **OTHER PROVISIONS**

None.

IN WITNESS WHEREOF, CITY and CONTRACTOR have signed this Agreement in multiple copies. One counterpart each has been delivered to CITY, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed or identified by CITY and CONTRACTOR or by ENGINEER on their behalf. The date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature below) will be deemed the effective date of this Agreement (the "Effective Date").

CITY: CITY OF SHERMAN, TEXAS

CONTRACTOR: H & H Electrical Contractors, Inc.

By: _____

By: Kevin Clement (Vice President)

Date: _____

Date: 5/27/2025

(Corporate Seal)

Attest: _____

Attest: Gaili Koury

Address for giving notices:

Address for giving notices:

8475 County Road 271

Terrell, Texas 75160

H&H ELECTRICAL CONTRACTORS, INC.

8475 County Rd. 271, Terrell, Tx 75160
Office # (972) 524-0205 Cell # (214) 729-7977
E-Mail: terrytpcelec@aol.com
TDLR ELECTRICAL CONTRACTOR # 17190

May 13, 2025

Bid Date:

Bid Time: 3:00 P.M.

Bid Proposal:
FAIRVIEW PUMP STTION
Sherman, Texas

To: City of Sherman

We appreciate the opportunity to quote this project. Our scope of work shall include labor and materials as follows:

Electrical Service

- F&I-400 AMP BREAKER PANEL SE RATED, TWO (2) 100 HP COMBINATION STARTERS, ONE (30) HP COMBINATION STARTER, AND 5 KVA MPC.
- ALUMINUM RACK WITH CANOPY, CONCRETE PAD, AND TWO LIGHT FIXTURES.
- GROUNDING RING.
- CONDUITS TO ONCOR'S POWER POLE AND INSTALL ONCOR'S TRANSOCKET ENCLOSURE.
- NEW CONDUIT AND CABLES TO THE THREE (3) PUMPS.
- UNDERGROUND CONDUITS SAND ENCASED.
- ALL STUB UPS WILL PVC COATED ALUMINUM.
- WILL INSTALL OWNERS PUMP PROTECTION IN WELL PUMP STARTER.
- WILL REUSE OWNERS SPD.

Any work not listed above will be additional to this bid

Our price for the above work is as follows:

Bid Item 1, Complete _____ **\$ 132,745.00**

Bond Adder – \$2,991.00

- Workers comp., Liability insurance, and Auto insurance per contract requirements
- License and permits as required
- One-year warranty on all materials supplied by H&H Electrical Contractors, Inc.
- This quote is valid for 30 days with a letter of intent to award within 14 days
- Invoices shall be progressive and include payment for materials and services provided
- All payments are due net 30

Thanks again,

Terry Clement

North Texas Area Manager
terrytpcelec@aol.com
972-524-0205 Office
214-729-7977 Cell

If there are any questions, please do not hesitate to call.

Signature of authorized personal below shall constitute commitment of payment for materials and labor incorporated into this project.

Proceed with order.

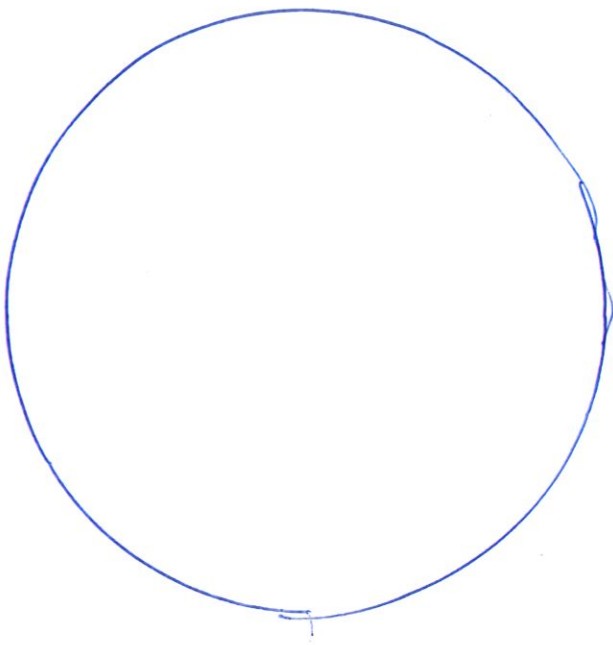
Approved by Corporation, District, or Municipality_____

NOTES

PANELBOARD-TWO WEEKS

MPC-TWO WEEKS

PUMP CONTROL PANELS-4 TO 5 WEEKS



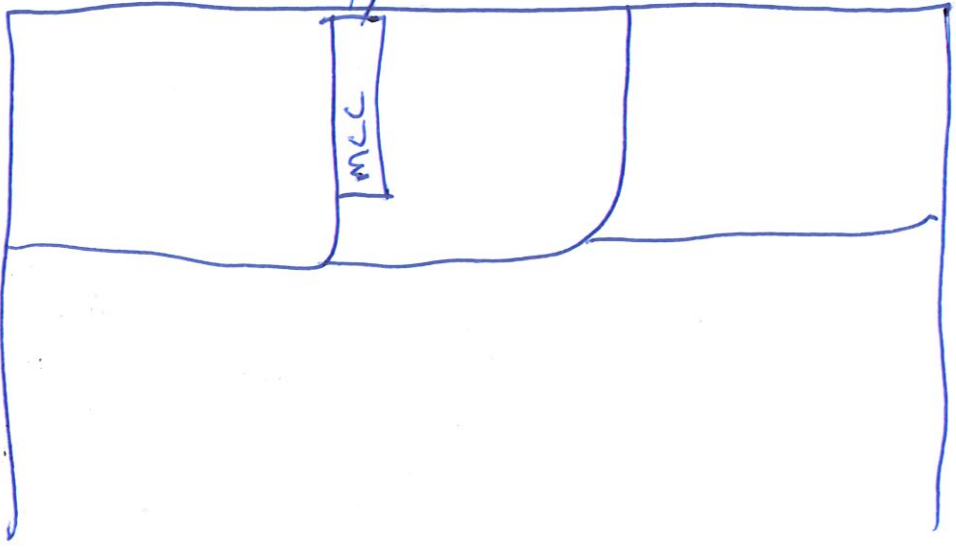
ONCOR XFMERS
— BAD SERVICE to well

WELL

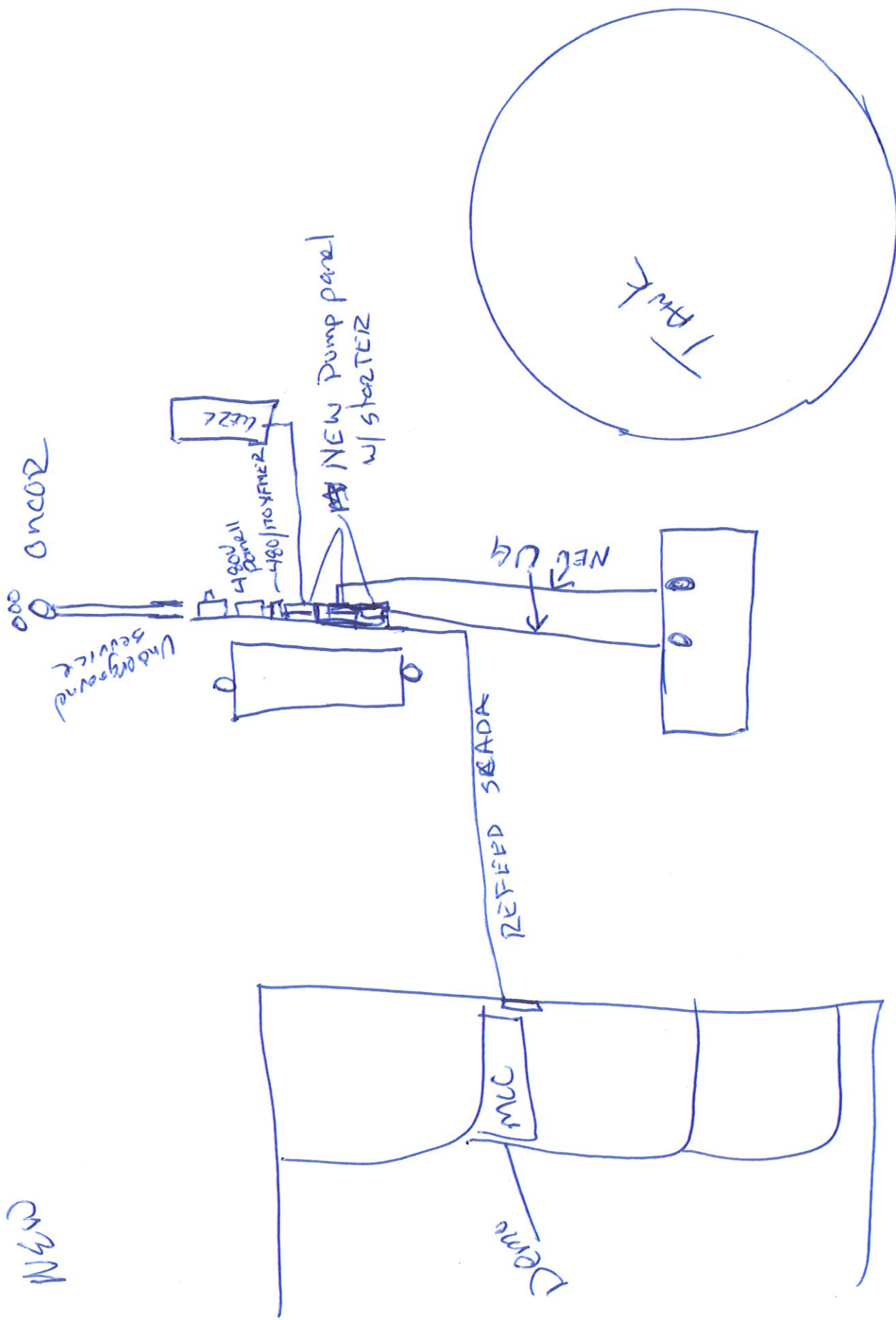


YFMERPAD
OLD

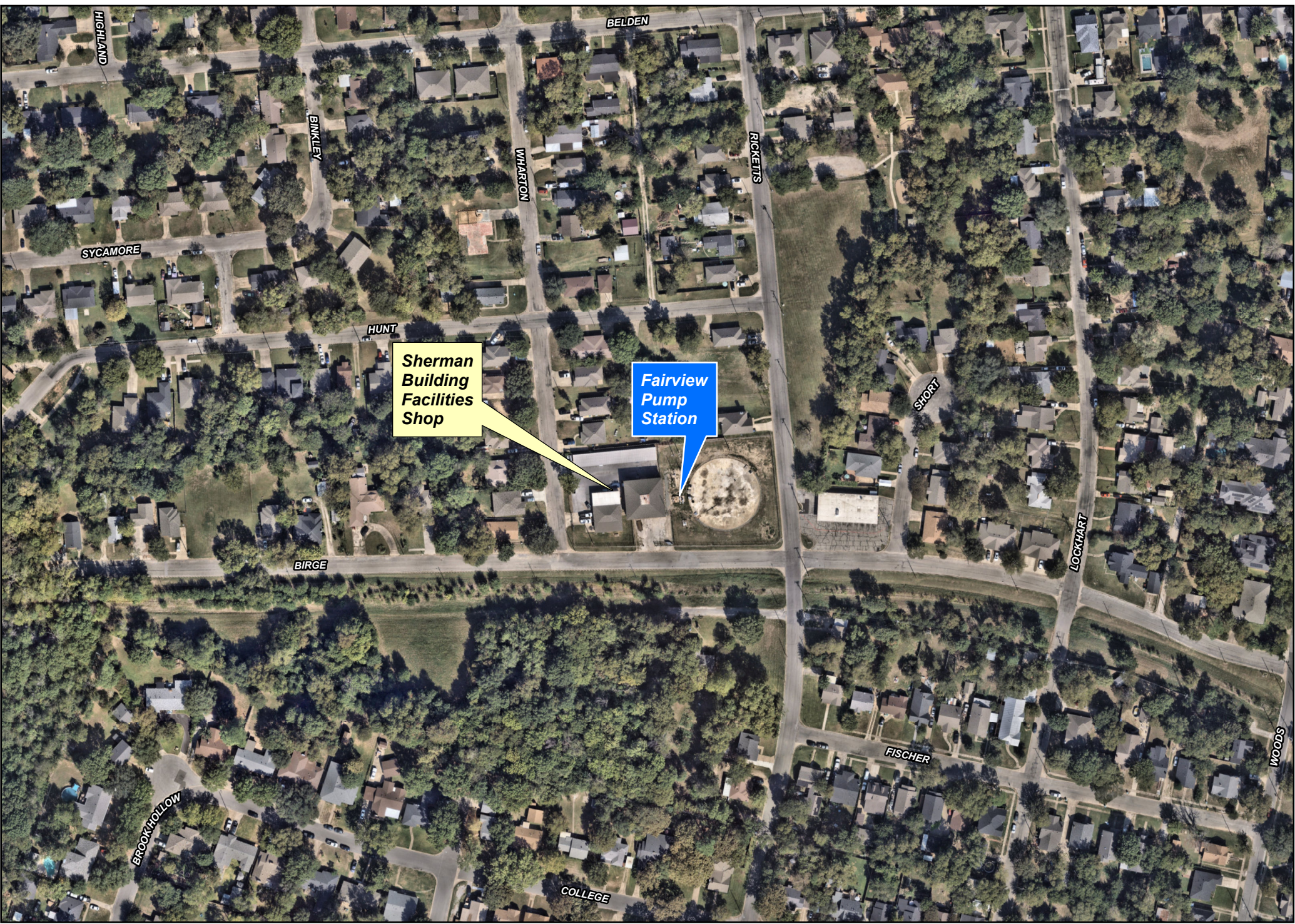
HSP's
5 HFD
125 HFD



OLD



ONCOR is requiring new transocket, Disconnect for both services.



FAIRVIEW PUMP STATION REPAIRS

1" = 200'



2025

Council Calendar

January						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

February						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

March						
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					

April						
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			

May						
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

June						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	6	7	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

July						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

August						
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						

September						
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				

October						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

November						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

December						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

	Holiday
	Holiday for Firefighters/Police Only
	City Council Regular Meeting
	Special Called Meeting
	Budget Workshop
	Cancelled City Council Meeting

[illegible]