

**CITY OF SHERMAN
CITY COUNCIL REGULAR MEETING AGENDA
COMMUNITY ROOM OF THE SHERMAN POLICE DEPARTMENT HEADQUARTERS
2600 W. TRAVIS
SHERMAN, TEXAS
MONDAY, JUNE 16, 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 DARON HOLLAND**
- A.3. APPROVE MINUTES OF THE CALLED CITY COUNCIL MEETING (BUDGET WORKSHOP) OF JUNE 26, 2024 AND THE CALLED CITY COUNCIL MEETING (CAPITAL IMPROVEMENT PROGRAM) OF MAY 22, 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. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6840

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land Consisting Of 17.6285 acres being in the Hillard Jennings Survey, Abstract No. 639 and Lots 7 and 8, Block One, of Redick Addition, City Of Sherman, Grayson County, Texas, Located at 3311 Gallagher Drive and 3514 Texoma Parkway, Heretofore Zoned C-2 (General Commercial) District; Rezoning And Placing The Tract In The PD (Planned Development) District with a base zoning of MF-30 (Multi-Family Residential) District Zoning Classification, Shujahat Bashir, Sherman Projects, LLC and Bonham Two Hundred, LLC (Owner), Robert Manaois, P.E. (Representative) and Barraza Consulting Group (Surveyor) Providing For A Penalty Not To Exceed \$2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

D.2. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6841

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, Repealing Ordinance 6732, And Granting A Specific Use Permit To Allow Hotel Or Motel in a C-1 (Retail Business) District/Sam Rayburn Overlay District Located At 401 South Sam Rayburn Freeway, Consisting Of 3.31 acres being a part of the Samuel Blagg Survey, Abstract No. 56, City Of Sherman, Grayson County, Texas Mockingbird Hospitality, LLC (Owner) and Sartin & Associates, Inc. (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

D.3. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6842

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 1410 West Houston Street, Consisting of 0.1928 acres being Lot 1, Block 3, of the Replat of Lots 1, 2, 3, 4 and the North 15 ft. of Lot 5, Block 3, Elliott's Gray's Hill Addition, City Of Sherman, Grayson County, Texas Laurel Acres, LTD (Owner), Brian Dunne (Representative), Gustavo Cardona (Tenant) and Helvey-Wagner Surveying, Inc. (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

D.4. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6843

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land consisting of 0.258 acres being part of Lot 30, Block 10, Hare and Randolph's Addition, City Of Sherman, Grayson County, Texas, Located at 712 South Crockett Street, Heretofore MF-30 (Multi Family Residential) District/Heritage Row Historical District Rezoning And Placing The Tract In The R-5 (Single Family Residential) District/ Heritage Row Historical District Zoning Classification, Mary Lee Homan (Owners) and Helvey-Wagner Surveying, Inc. (Surveyors) Providing For A Penalty Not To Exceed \$2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

D.5. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6844

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land consisting of 0.207 acres being a part of the J.B. McAnair Survey, Abstract No. 763 and being a part of Lot 1, Block 6, G.W. Bond's Supplement No. 2, City Of Sherman, Grayson County, Texas, Located at 314 East Brockett Street, Heretofore R-6 (Single Family Residential) District/College Park Overlay District Rezoning And Placing The Tract In The R-2F (Duplex Residential) District/College Park Overlay District Zoning Classification, Garland Sunset, LLC (Owner) and Helvey-Wagner Surveying, Inc. (Surveyor) Providing For A Penalty Not To Exceed \$2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

Close Public Hearing and Consider Adoption of Ordinances

E.1. CLOSE PUBLIC HEARING

Consider Adoption of Ordinances 6840, 6841, 6842, 6843 & 6844

Resolutions

F.1. RESOLUTION NO. 7536

Awarding a Bid to and Authorizing the Execution of a Contract with Tactical Demolition for the Demolition and Asbestos Removal of a Seven-Story Commercial Building with Grain Elevator

F.2. RESOLUTION NO. 7537

Awarding a Bid to and Authorizing Execution of a Contract with KDA Industries, Inc. Based on an Invitation to Submit a Competitive Sealed Proposal for the Street Pavement Rehabilitation Program – Cherry St. from S. East St. to S. Grand Ave. Project

F.3. * RESOLUTION NO. 7538

Authorizing Execution of a First Amendment to the Professional Services Agreement with Freese and Nichols, Inc. for the Eastside Lift Station and Regional Sewer

F.4. * RESOLUTION NO. 7539

Authorizing Sherman Police Department to Apply for Four Officer Positions through the Cops Hiring Program Grant for FY25-26

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:

H.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.

H.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.

H.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.

H.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) Sherman Housing Authority (2)

H.5. TEX. GOV'T CODE § 551.076

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

H.6. TEX. GOV'T CODE § 551.087

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

a) Four Rivers Capital Agreement

H.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

J.1. COUNCIL CALENDAR

2025 Council Calendar

CERTIFICATION

I, the undersigned authority, do hereby certify that the above Notice of Regular Meeting of the City Council of the City of Sherman is a true and correct copy of said Notice and that I posted a true and correct copy of said Notice on the bulletin board at City Hall of said City of Sherman, Texas, a place convenient to the public, and said notice was posted on Friday, June 13, 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 13th day of June 2025. City of Sherman, Texas



City Clerk Administrative Coordinator

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 Budget Workshop meeting Wednesday, June 26, 2024 at 8:00 A.M. in the Community Room of the Sherman Police Department Headquarters at 2600 West Travis Street 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 00:00:01

Mayor Plyler called the meeting to order at 8:00 a.m.

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

Bookmarked at 00:00:09

Citizen Comments

B.1. CITIZEN COMMENTS

Bookmarked at 00:00:53

Budget Workshop

C.1. 2024-2025 BUDGET REVIEW

Bookmarked at 00:01:06

COUNCIL COMMENTS

Bookmarked at 08:06:12

EXECUTIVE SESSION

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E.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.

E.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.

E.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.

E.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

E.5. TEX. GOV'T CODE § 551.076

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

E.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.

E.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

ADJOURNMENT

Bookmarked at 08:06:14

Mayor Plyler adjourned the meeting at 4:19 p.m.

MAYOR



CITY CLERK OR DESIGNEE

ACTION MINUTES

The City Council of the City of Sherman held a called Capital Improvement Plan meeting Thursday, May 22, 2025 at 11:00 A.M. in the Community Room of the Sherman Police Department Headquarters at 2600 West Travis Street 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 8:11

Mayor Teamann called the meeting to order at 11:02 a.m.

A.2. PLEDGE OF ALLEGIANCE AND INVOCATION LED BY COUNCIL MEMBER JOSH STEVENSON

Bookmarked at 8:32

Citizen Comments

B.1. CITIZEN COMMENTS

Bookmarked at 9:11

Capital Improvement Work Session

C.1. CAPITAL IMPROVEMENT PROGRAM UPDATE

- Agenda Overview
 - *Bookmarked at 21:31*
- Street Projects
 - *Bookmarked at 31:20*
- Utility Projects
 - *Bookmarked at 51:04*
- Facility Projects
 - *Bookmarked at 1:15:24*
- Parks, Recreation, & Cemeteries Projects
 - *Bookmarked at 1:27:44*
- Funding
 - *Bookmarked at 1:36:53*

COUNCIL COMMENTS

Bookmarked at 1:45:37

EXECUTIVE SESSION

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E.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.

E.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.

E.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.

E.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

E.5. TEX. GOV'T CODE § 551.076

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

E.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.

E.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.

No Executive Session Needed

ADJOURNMENT

Bookmarked at 1:54:59

Mayor Teamann adjourned the meeting at 12:48 p.m.

Motion by Council Member Stevenson. Second by Council Member Holland.

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

VOTING NAY: NONE.

MOTION CARRIED.

MAYOR

CITY CLERK OR DESIGNEE



City Council Regular Meeting

Agenda Item No. C.1.

Meeting Date: 6/16/2025

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:

F. * RESOLUTION NO. 7538

3. Authorizing Execution of a First Amendment to the Professional Services Agreement with Freese and Nichols, Inc. for the Eastside Lift Station and Regional Sewer

F. * RESOLUTION NO. 7539

4. Authorizing Sherman Police Department to Apply for Four Officer Positions through the Cops Hiring Program Grant for FY25-26

Background:

Capital Improvement Program:

Origination:

Financial Consideration:

Staff Recommendation:

Alternatives:

Attachments:

None



City Council Regular Meeting

Agenda Item No. D.1.

Meeting Date: 6/16/2025

Prepared By: Rob Rae, Developmental Services Director

Approved By:

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6840

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land Consisting Of 17.6285 acres being in the Hillard Jennings Survey, Abstract No. 639 and Lots 7 and 8, Block One, of Redick Addition, City Of Sherman, Grayson County, Texas, Located at 3311 Gallagher Drive and 3514 Texoma Parkway, Heretofore Zoned C-2 (General Commercial) District; Rezoning And Placing The Tract In The PD (Planned Development) District with a base zoning of MF-30 (Multi-Family Residential) District Zoning Classification, Shujahat Bashir, Sherman Projects, LLC and Bonham Two Hundred, LLC (Owner), Robert Manaois, P.E. (Representative) and Barraza Consulting Group (Surveyor) Providing For A Penalty Not To Exceed \$2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

Issue:

Consideration of a Zone Change for 17.6285 acres of land located at 3311 Gallagher Drive and 3514 Texoma Parkway from a C-2 (General Commercial) District to a PD (Planned Development) District with a base zoning of MF-30 (Multi-Family Residential-30) District.

Background:

The property is located at 3311 Gallagher Drive and 3514 Texoma Parkway near the corner of Luther Knox Road and Gallagher Drive. The owner is requesting a Zone Change from a C-2 (General Commercial) District to a PD (Planned Development) District with a base zoning of MF-30 (Multi-Family Residential-30) District. The proposed development includes 387 multifamily units.

The Planning and Zoning Commission denied this request on October 23, 2024. Since then, the applicants have acquired property fronting Texoma Parkway that adjoins the property included in the previous zoning request. The new plan identifies the main entrance to the proposed multi-family development off of Texoma Parkway with an emergency entrance only on Gallagher Drive.

At the January 22, 2025 regular meeting, the Planning and Zoning Commission voted 6/0 to recommend to City Council that the Zone Change be approved.

Capital Improvement Program:

N/A

Origination:

Shujahat Bashir, Sherman Projects, LLC, Bonham Two Hundred, LLC and Tony Dudley (Owners), Robert Manaois, P.E. (Representative) and Barraza Consulting Group (Surveyor)

Financial Consideration:

None

Staff Recommendation:

Staff has no objection to the approval of this request.

Alternatives:

The City Council could deny the request.

Attachments:

1. Ordinance No. 6840
2. Exhibit A - Survey
3. Exhibit B - Zoning Exhibit
4. Exhibit C - Elevations
5. Exhibit D - Landscape Plan
6. Location Map
7. Zoning Map
8. Future Landuse Map
9. Property Notification Signs
10. Opposition Email 1 - Wyrick
11. Opposition Email 2 - Smith
12. Gallagher Presentation

ORDINANCE NO. 6840

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, TO REZONE A TRACT OF LAND CONSISTING OF 17.6285 ACRES IN THE HILLARD JENNINGS SURVEY, ABSTRACT NO. 639, LOTS 7 AND 8, BLOCK ONE, OF REDICK ADDITION, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED AT 3311 GALLAGHER DRIVE AND 3514 TEXOMA PARKWAY, HERETOFORE ZONED C-2 (GENERAL COMMERCIAL) DISTRICT; REZONING AND PLACING THE TRACT IN THE PD (PLANNED DEVELOPMENT) DISTRICT WITH A BASE ZONING OF MF-30 (MULTI-FAMILY RESIDENTIAL) DISTRICT ZONING CLASSIFICATION; SHUJAHAT BASHIR, SHERMAN PROJECTS, LLC AND BONHAM TWO HUNDRED, LLC (OWNER), ROBERT MANAOIS, P.E. (REPRESENTATIVE) AND BARRAZA CONSULTING GROUP (SURVEYOR); PROVIDING FOR A PENALTY NOT TO EXCEED \$2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW

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

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

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

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

SECTION 1. That, from and after the effective date of this Ordinance, the property described in **Exhibit A – Survey and Legal Description**, attached hereto, located at 3311 Gallagher Drive and 3514 Texoma Parkway, and all streets, roads and alleyways contiguous and/or adjacent thereto, is rezoned as PD (Planned Development)/MF-30 (Multi-Family Residential), and that Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14, is hereby amended so as to hereafter include such property.

The development plans, standards and uses of the Property shall conform to and comply with the standards, rules and regulations for development and use of land within the PD (Planned Development) / MF-30 (Multi-Family Residential) zoning classification. The Property shall be developed in compliance with the additional requirements as set forth and/or depicted herein and in the following exhibit, which is attached hereto and incorporated herein by reference for all purposes:

- Exhibit B – Zoning Exhibit;
- Exhibit C – Building Elevations; and
- Exhibit D – Landscape Plan.

The Property shall be developed in compliance with the standards set forth herein, in Exhibit B, Exhibit C, Exhibit D and all other ordinances, rules and regulations of Sherman, as they currently exist, may be amended or in the future arising. To the extent that any of the exhibits attached hereto are in conflict with the provisions of this Ordinance or one another, the provisions of this Ordinance, then the provisions of Exhibit B, Exhibit C and Exhibit D shall prevail in that order. The City Council hereby designates the Property for its historical, cultural or architectural importance and significance pursuant to Section 3000.002(d) of the Texas Government Code.

SECTION 2. That this Ordinance shall be entered upon the Official Zoning Map as provided in Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14, Section 14.01.002.

SECTION 3. That no person shall acquire any vested interest in this Ordinance or in any other specific regulations contained herein. Any portion of this Ordinance may be repealed or amended by the City Council in the manner provided for by law.

SECTION 4. That it shall be unlawful for any person to make use of the Property in some manner other than as authorized by this Ordinance, and it shall be unlawful for any person to construct on the Property any building that is not in conformity with the permissible uses under this Ordinance. Any person violating any provision of this Ordinance or the General Zoning Ordinance, as they exist or may be amended, shall be deemed guilty of a misdemeanor, and on conviction thereof, shall be fined in an amount not exceeding TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00). A violation of any provision of this Ordinance shall constitute a separate violation for each calendar day in which it occurs. The penal provisions imposed under this Ordinance shall not preclude the City from filing suit to enjoin the violation. The City retains all legal rights and remedies available to it pursuant to local, state, and federal law.

SECTION 5. That the Zoning Ordinance shall remain in full force and effect, save and except as amended by this or any other ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict, but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the Ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 6. That in the event any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional and/or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, regardless of whether any one or more sections, subsections, sentences, clauses or phrases is declared unconstitutional and/or invalid.

SECTION 7. That it is hereby officially found and determined that the meetings at which this Ordinance was introduced and passed were open to the public and that public notice of the time, place and purpose of said meetings were given all as required by law.

SECTION 8. That this Ordinance shall become effective from and after its adoption and publication as required by law and the City Charter.

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

INTRODUCED on this the 16th day of June 2025.

ADOPTED on this the 16th day of June 2025.

EFFECTIVE DATE on this the 16th day of June 2025.

CITY OF SHERMAN, TEXAS

BY: _____
SHAWN TEAMANN, MAYOR

ATTEST:

BY: _____
LEAH ROBERTS
EXECUTIVE DIRECTOR OF ADMINISTRATION
ACTING CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

LEGAL DESCRIPTION

BEING a tract of land situated in the Hillard Jennings Survey, Abstract Number 639, City of Sherman, Grayson County, Texas, being part of that tract of land described in deed to Sherman Projects LLC, recorded in Instrument Number 2022-17365 and all of that tract of land described in deed to Bonham Two Hundred LLC recorded in Instrument Number 2024-4184, both of the Official Records of Grayson County, Texas (O.R.G.C.T.) and being more particularly described as follows:

COMMENCING at an "X" cut found at the southwest corner of said Sherman Projects, LLC tract, being the east right-of-way line of Versailles Drive, a variable width right-of-way, described in Deeds to the City of Sherman, Texas, recorded in Volume 2478, Page 200, and Volume 2478, Page 206, of the Deed Records of Grayson County, Texas (D.R.G.C.T.), and being on the north right-of-way line of Gallagher Drive, a 60-foot right-of-way, recorded in Volume 1410, Page 640, O.R.G.C.T.

THENCE South 89°22'05" East, with the north right-of-way line of said Gallagher Drive, and the south line of said Sherman Projects LLC, tracts, a distance of 244.94 feet to the POINT OF BEGINNING;

THENCE departing the north right-of-way line of said Gallagher Drive, over and across said Sherman Projects LLC tract, the following courses and distances:

North 00°29'34" East, a distance of 140.80 feet;

North 24°41'13" West, a distance of 177.11 feet;

North 89°31'25" West, a distance of 23.32 feet;

North 00°19'02" East, a distance of 734.44 feet; to the north line of said Sherman Projects LLC tract, and the south line of that tract of land described as Tract One in deed to Pathfinder Communities LLC, recorded in Instrument Number 2023-5220 O.R.G.C.T.;

THENCE South 89°49'57" East, with the north line of said Sherman Projects LLC tract and the south line of said Tract One, a distance of 1,049.01 feet to a 1/2-inch iron rod with cap stamped "CGB Surveying" found at the northeast corner of said Sherman Projects LLC tract, and the southeast corner of said Tract One, and being on the west right-of-way of said Missouri-Kansas-Texas Railroad (abandoned);

THENCE South 36°57'36" West, with the east line of said Sherman Projects LLC tract, and the west right-of-way line of said Missouri-Kansas-Texas Railroad, a distance of 478.42 feet to a 1/2-inch iron rod with cap stamped "BCG" found at the northeast corner of said Bonham Two Hundred LLC tract;

THENCE South 36°57'44" West, with the east line of said Bonham Two Hundred LLC tract, passing the southwest corner of said Missouri-Kansas-Texas railroad, and the northwest corner of that certain tract of land described as Tract One in deed to J5 Motors, LLC, recorded in Instrument Number 2022-32749, O.R.G.C.T., a distance of 817.13 feet to the southeast corner of said Bonham Two Hundred LLC tract, and the southwest corner of said Tract One, and being the north right-of-way line of said Gallagher Drive, from which a 1/2-inch iron rod found bears South 73°13'58" East, 2.17 feet;

THENCE North 89°22'05" West, with the north right-of-way line of said Gallagher Drive, and the south line of said Sherman Projects, LLC tract, a distance of 178.03 feet to the POINT OF BEGINNING and containing 15.230 acres of land, or 663,409 square feet, more or less.

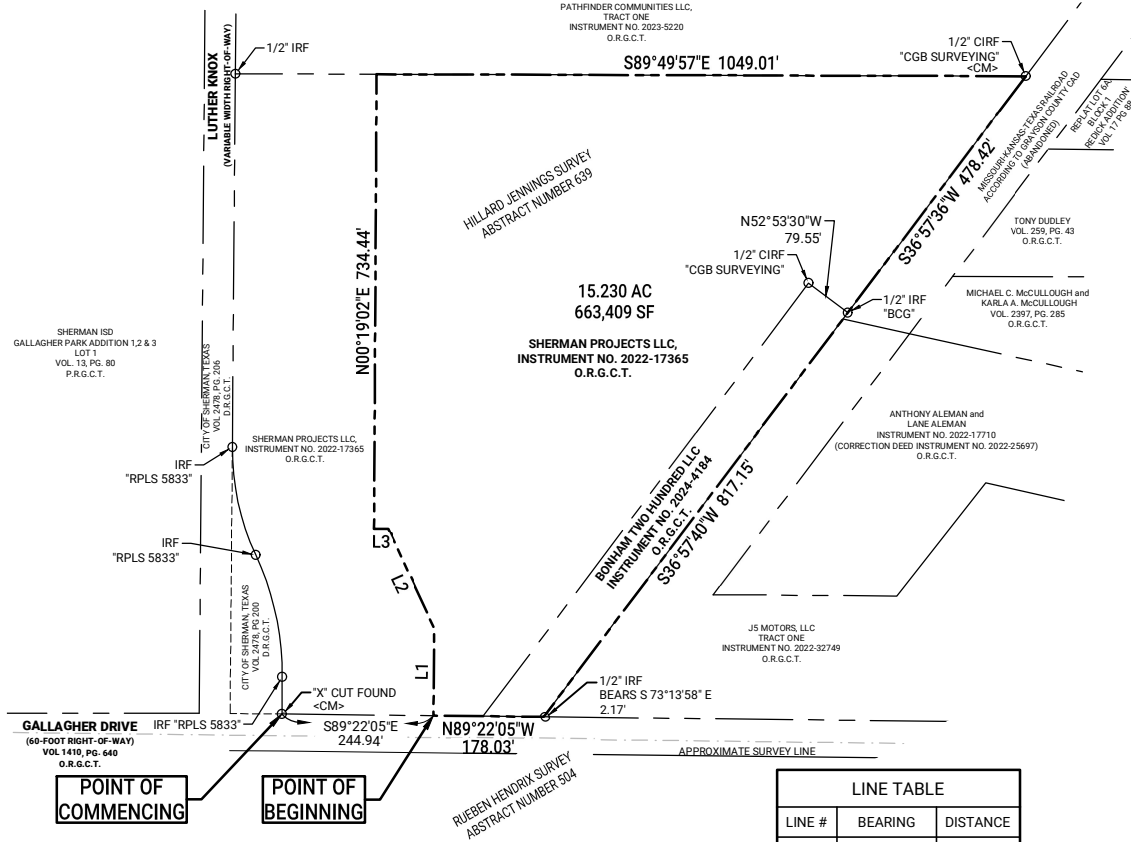
SURVEYOR'S CERTIFICATE

I, Adam T. Johnson, Registered Professional Land Surveyor, do hereby certify that I have made a careful and accurate survey of the above described property and that the plat shown hereon is a substantially true, correct and accurate representation of the property determined by survey. This survey substantially conforms to the current Texas Society of Professional Surveyors Manual of Practice for a Category 1B, Condition II Land Title Survey.

FOR BARRAZA CONSULTING GROUP, LLC

November 06, 2024

Adam T. Johnson 11/06/2024
Adam T. Johnson, RPLS No. 6664



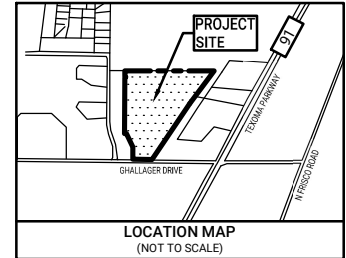
LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N00°29'34"E	140.80'
L2	N24°41'13"W	177.11'
L3	N89°31'25"W	23.32'

NOTES:

- The bearings shown and recited hereon are referenced to the Texas Coordinate System of 1983 - NAD 83 (CORS Texas North Central Zone No. 4202). All distances are surface distances with a surface to grid scale factor of 0.99988001
- Subject property is located within Zone X, defined as "Areas determined to be outside the 0.2% annual chance floodplain", according to Federal Emergency Management Agency Flood Insurance Rate Map for Grayson County, Texas and incorporated areas- Map Number 48181C0290G, Effective Date 09/01/2022.



0 200 400
SCALE 1" = 200'



LEGEND

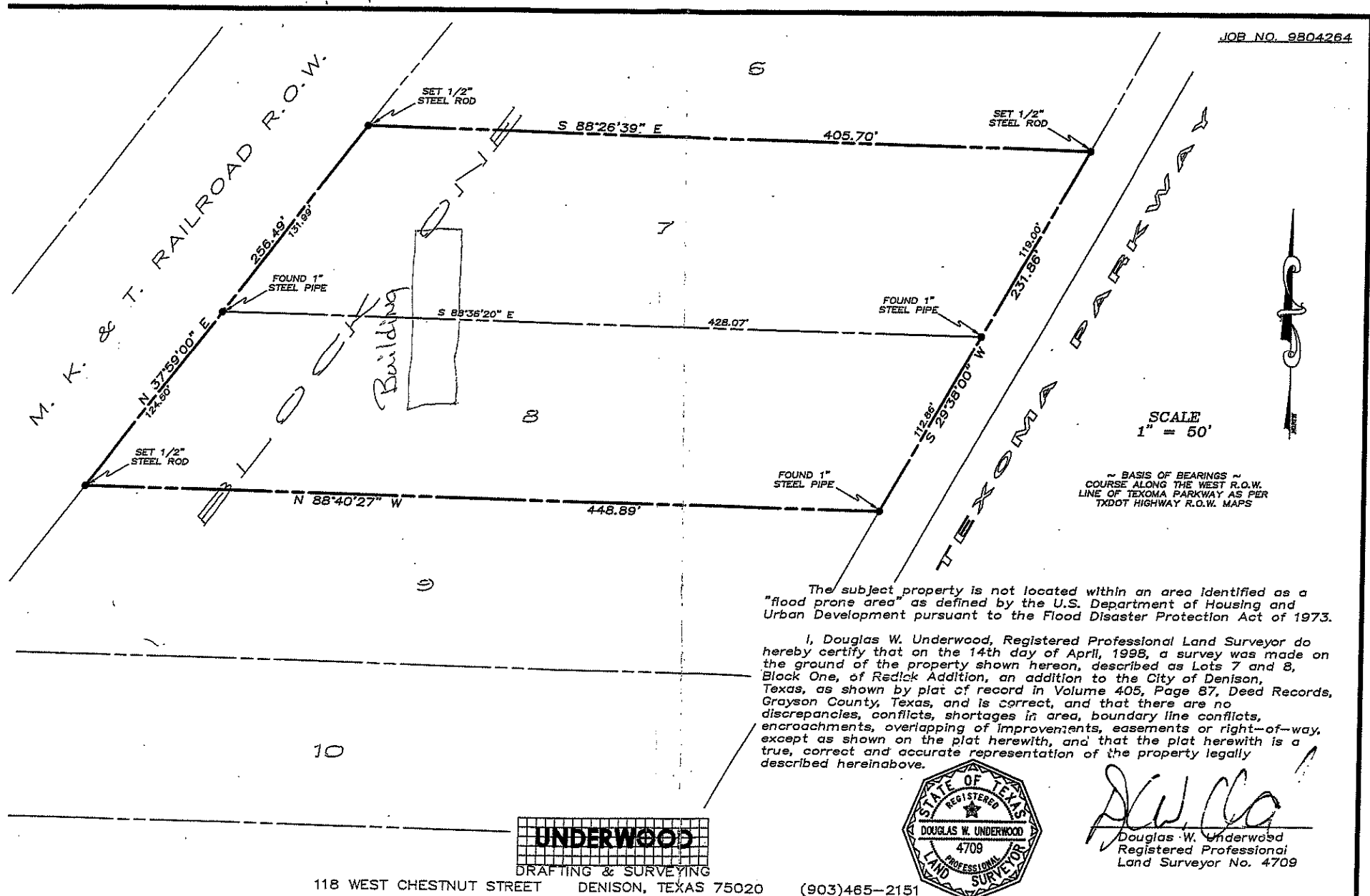
○	MONUMENT FOUND
CIRF	(CAPPED) IRON ROD FOUND, AS NOTED
IRF	IRON ROD FOUND
<CM>	CONTROLLING MONUMENT
VOL., PG.	VOLUME, PAGE
INST. NO.	INSTRUMENT NUMBER
O.R.G.C.T.	OFFICIAL RECORDS, GRAYSON COUNTY, TEXAS
D.R.G.C.T.	DEED RECORDS, GRAYSON COUNTY, TEXAS
P.R.G.C.T.	PLAT RECORDS, GRAYSON COUNTY, TEXAS

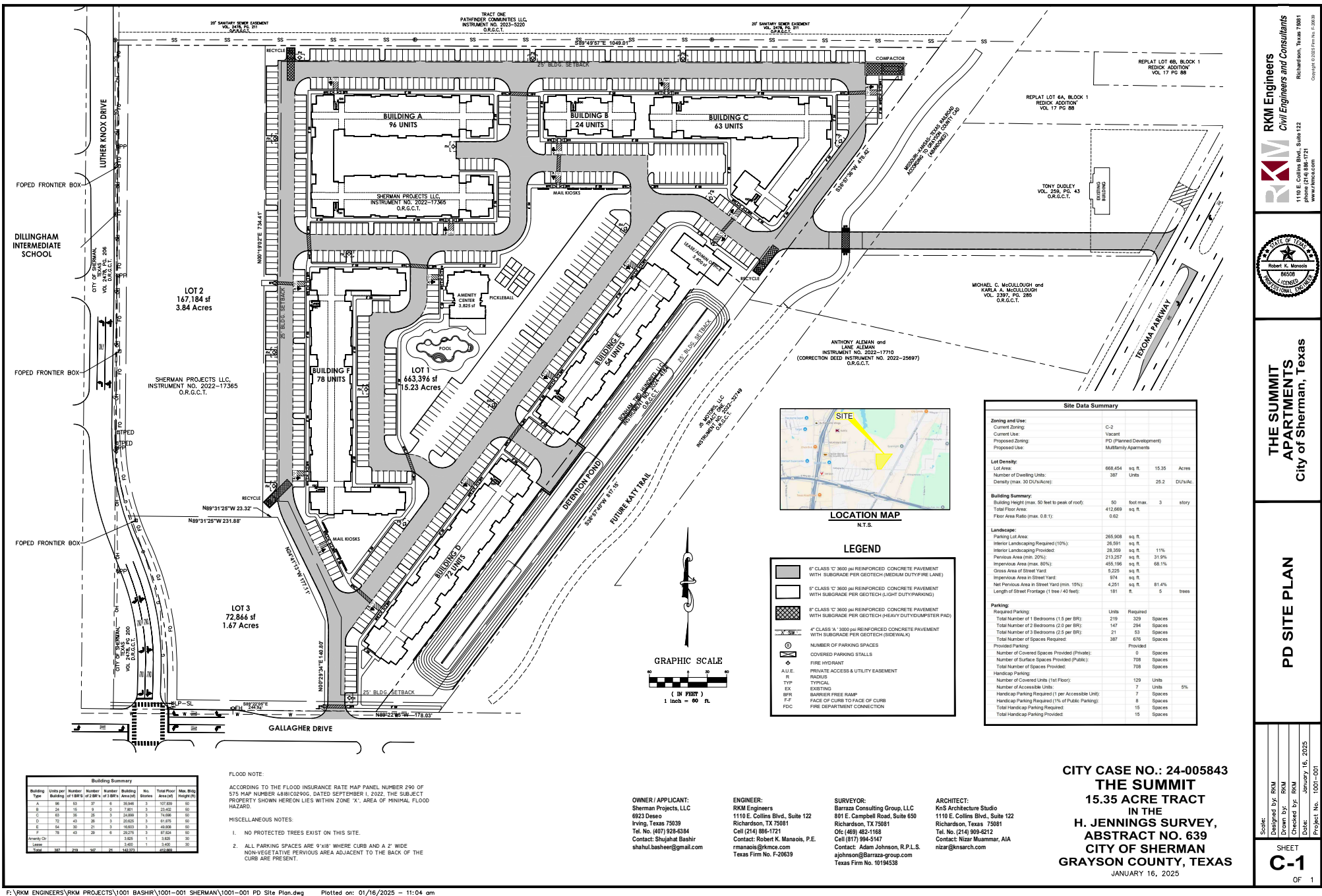
EXHIBIT "A"
15.230 ACRES
SITUATED IN THE
HILLARD JENNINGS SURVEY,
ABSTRACT NO. 639
CITY OF SHERMAN
GRAYSON COUNTY, TEXAS



TBPELS FIRM REG. NO. 10194538
TBPE FIRM REG. NO. 20683
801 East Campbell Road, Ste. 650
Richardson, Texas 75081
TELEPHONE - (214)-484-7055
PROJECT NO. 2023-006
DATE November 6, 2024

EXHIBIT A



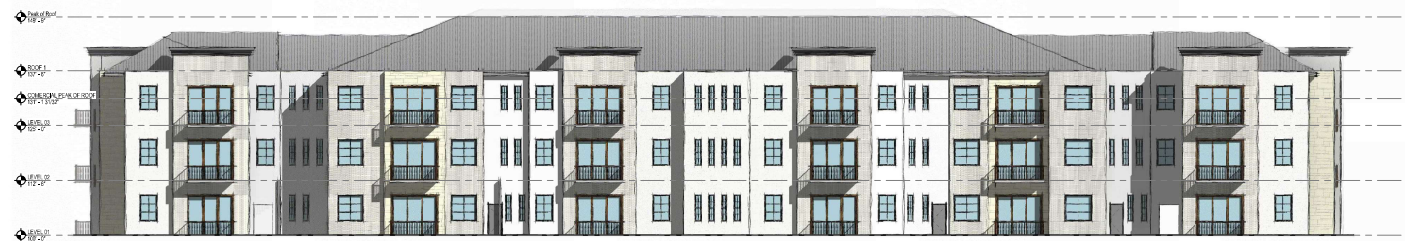




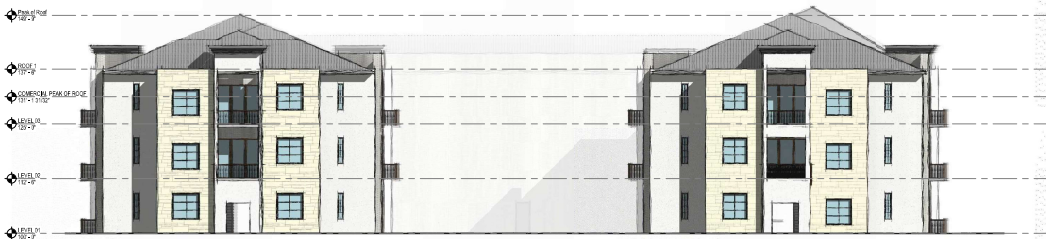
1110 E. Collins Blvd, #122, Richardson, TX 75082

A30-02 - Building F - Elevation
SHERMAN MULTIFAMILY

LOT #36
Checker



④ Building A - South Elevation
3/32" = 1'-0"



③ Building A - East Elevation
3/32" = 1'-0"



② Building A - North Elevation
3/32" = 1'-0"



① Building A - West Elevation
3/32" = 1'-0"

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





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

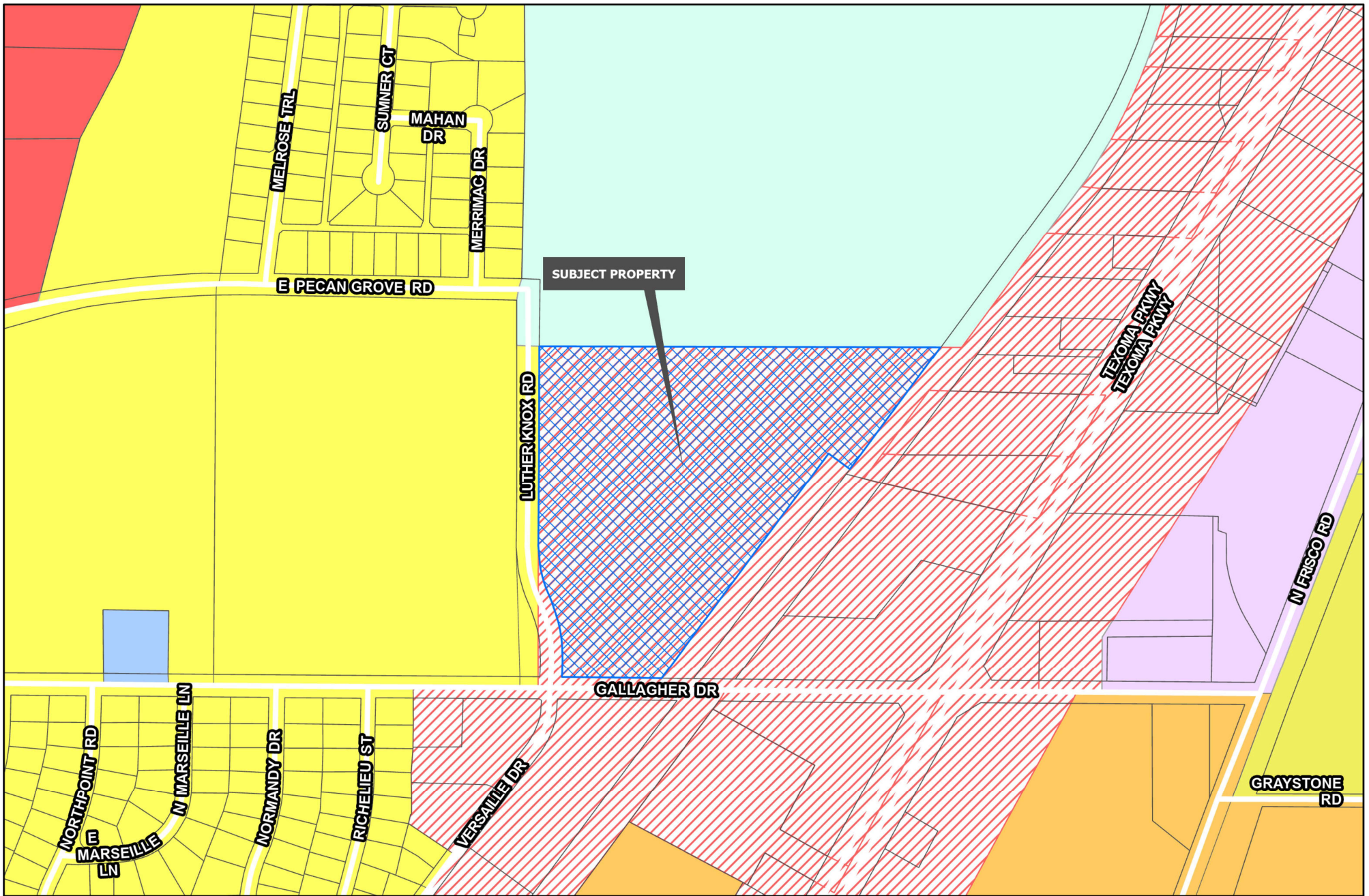


City of Sherman, Texas
Development Services Department

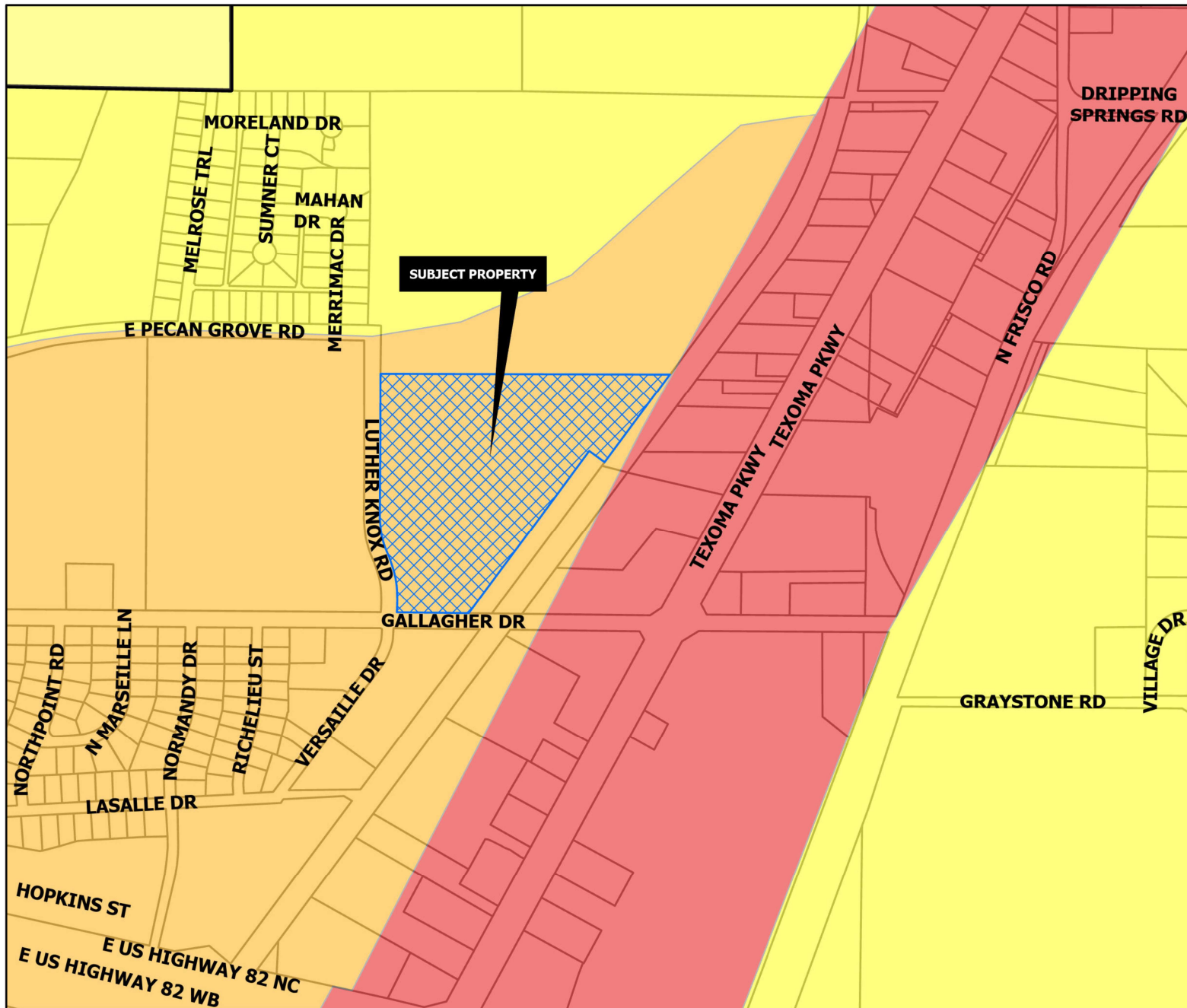
CITY OF SHERMAN
LOCATION MAP
3311 GALLAGHER DR



Date: 10/2/2024 1:23 PM



Development Services
Department



CORE NEIGHBORHOOD

Intent & Character

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

Appropriate Land Use Types

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

Compatible Zoning Districts

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

Considerations

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



Development Services
Department

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

CITY OF SHERMAN
FUTURE LAND USE MAP
3311 GALLAGHER DR



Date: 10/2/2024 1:47 PM

3311 Gallagher Dr

Sherman
CLASSIC TOWN. BROAD HORIZON.

NOTICE OF PROPOSED ZONING CHANGE

PROJECT #: 24-005843

Planning & Zoning Map:



FOR MORE INFORMATION
CONTACT:

DEVELOPMENT SERVICES
903-892-7229



3311 Gallagher Dr



NOTICE OF PROPOSED ZONING CHANGE

PROJECT #: 24-005843

Planning & Zoning Map:



FOR MORE INFORMATION
CONTACT:

DEVELOPMENT SERVICES
903-892-7229

Marlow, Lauren

From: Planning
To: Jean Wyrick
Subject: RE: 3311 Gallagher Dr, Sherman, TX

From: Jean Wyrick
Sent: Tuesday, January 7, 2025 11:41 AM
To: Planning
Subject: 3311 Gallagher Dr, Sherman, TX

I am aware that Shujahat Bashir of Sherman Projects is trying to get the land across from Dillingham School again. There is other land in Sherman and not across from a school. The land behind Grandy's has gone bankrupt and probably available. We live at 1606 Gallagher and have for 46 years. They obviously do not realize how much traffic and speeding occurs on Gallagher and apparently they do not care. I have discussed this speeding problem with Wayne Lee, Engineering and Jason Jeffcoat., Sherman Police Chief. A large speed sign was recently put beside the road and I personally witnessed 49 and 54 MPH. The road has deteriorated and now has several pot holes from all the traffic. More traffic will make the roads worse.

Is there not an ordinance about putting low income apartments with possible sex offenders across from a school? Also, the land is in a flood zone. I feel they are trying to bring down the houses on Gallagher and Pecan Grove by putting low income apartments in a nice residential area. I will be at this meeting also along with other people who object to having the apartments in that area. Thank you. Jean A. Wyrick

Marlow, Lauren

From: Planning
To: Pat Smith
Subject: RE: 3311 Gallagher Drive

From: Pat Smith
Sent: Tuesday, January 7, 2025 1:31 PM
To: Planning
Subject: 3311 Gallagher Drive

I am opposed to the changing the zoning of 3311 Gallagher Drive to multi family residential. I live at 3908 Melrose Trail and this change would directly affect our unique neighborhood. There is no other neighborhood that contains 2 elementary schools, a surgery center, 2 assisted living facilities, a nursing home as well as several doctors' offices. The multi family zoning would create congestion and population density that would be unsafe for this area. We already have one large apartment complex in the neighborhood.

Pat Smith

3311 Gallagher Drive

Case No. 24-004729

Presented by: Dallas Cothrum, Ph. D.
City Council
16 June 2025

**We are sorry.
We are listening.**





1110 E. Collins Blvd, #122, Richardson, TX 75082

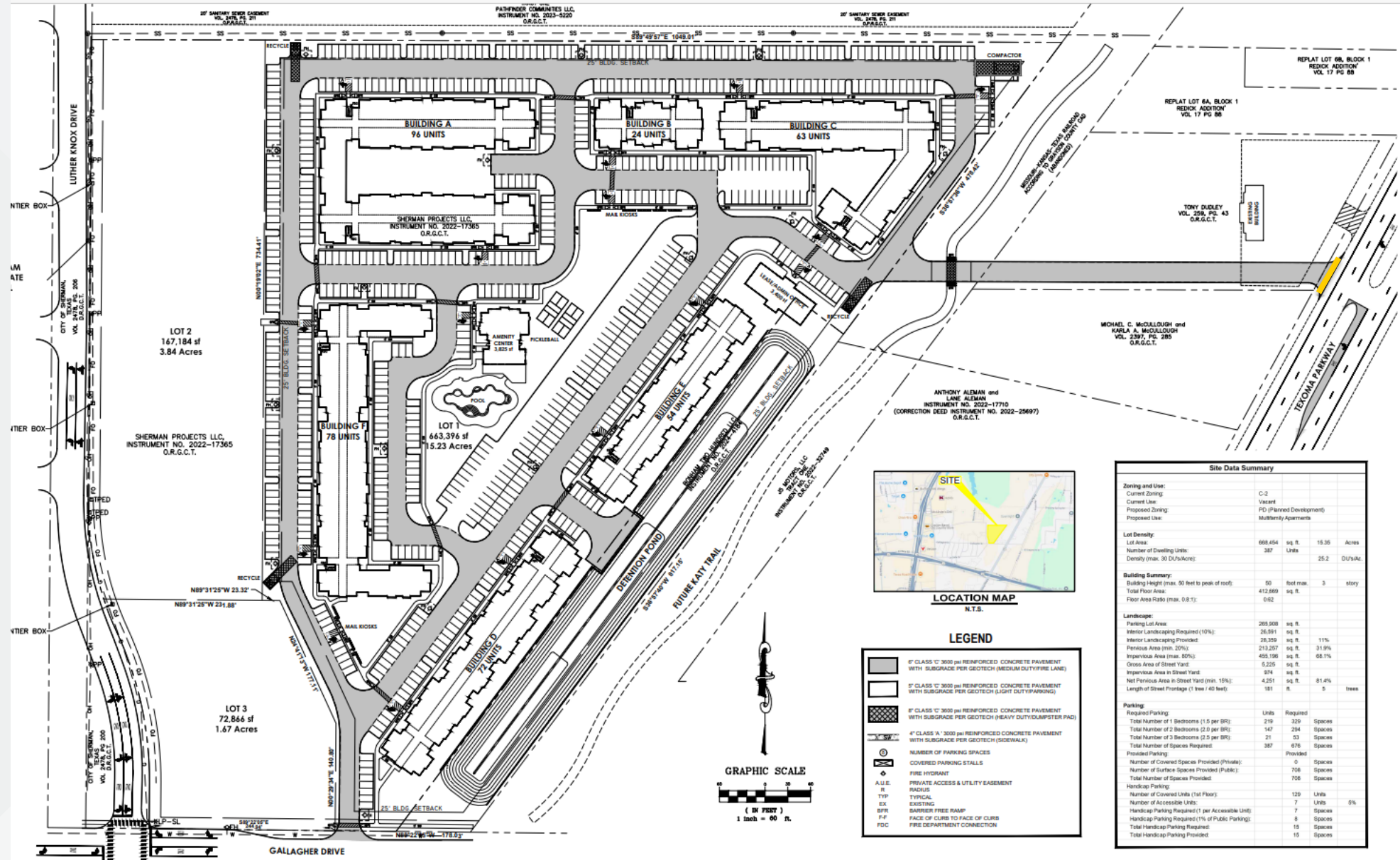
SHERMAN MULTIFAMILY

Aerial View

Checker

asterplan

- Primary access on Texoma Pkwy.
- Eliminate retail.
- Less density on West.
- Emergency access only on west.





Grayson County Tax Assessor-Collector

Calculate

Clear

2024 Total Rate

2.05%

Total Estimated Taxes

\$1,228,380.00

TAXING UNIT	PROPERTY VALUE	EXEMPTIONS	NET TAXABLE	2024 TAX RATE	ESTIMATED TAX
Sherman School - SSH	\$60,000,000	\$0	\$60,000,000	1.2342%	\$740,520.00
Sherman City - CSH	\$60,000,000	\$0	\$60,000,000	0.508%	\$304,800.00
Grayson County - GRA	\$60,000,000	\$0	\$60,000,000	0.3051%	\$183,060.00

How Many Salaries Does This Project Equal?

- Pays for **13.01** New Teachers' Salaries



- Pays for **4.34** New Police Officers' Salaries

University Park: The Municipality with the Highest Percentage of MF/Capita in North Texas & ave. Home Value \$2.35 mil.



\$10,000,000 Home, 475 Feet From Multifamily

ch





City Council Regular Meeting

Agenda Item No. D.2.

Meeting Date: 6/16/2025

Prepared By: Rob Rae, Developmental Services Director

Approved By: Zachary Flores, Acting City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6841

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, Repealing Ordinance 6732, And Granting A Specific Use Permit To Allow Hotel Or Motel in a C-1 (Retail Business) District/Sam Rayburn Overlay District Located At 401 South Sam Rayburn Freeway, Consisting Of 3.31 acres being a part of the Samuel Blagg Survey, Abstract No. 56, City Of Sherman, Grayson County, Texas Mockingbird Hospitality, LLC (Owner) and Sartin & Associates, Inc. (Surveyor) Prescribing Conditions To The Specific Use Permit; Providing A Penalty Not To Exceed \$2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

Issue:

Repealing Ordinance 6732 and Consideration of a Specific Use Permit for 3.31 acres of land located at 401 South Sam Rayburn Freeway to Allow a Hotel Or Motel in a C-1 (Retail Business) District/Sam Rayburn Overlay District.

Background:

The property is located at 401 South Sam Rayburn Freeway between West Cherry Street and West Center Street. The owner is requesting a Specific Use Permit to allow Hotel or motel in a C-1 (Retail Business) District/Sam Rayburn Overlay District and repeal Ordinance No. 6732.

This property was recently sold to new owners. The previous SUP (Ord. No. 6732) was specific to the former owner, so the new owner must apply for a new SUP.

At the May 20, 2025 regular meeting, the Planning and Zoning Commission voted 6/0 to recommend to City Council that the Specific Use Permit be approved subject to the Staff Review Letter being tied to Mockingbird Hospitality, LLC.

The following has been approved for this location:

- 1/21/2025 - Public Hearing and Zone Change from a C-2 (General Commercial) District/Sam Rayburn Overlay District to a C-1 (Retail Business) District/Sam Rayburn Overlay District. (went to council for zoning correction)
- 5/21/2024 - Public Hearing, Site Plan and Specific Use Permit approval under Section 14.06.009 allow a Hotel or motel in a C-1 (Retail Business) District/Sam Rayburn Overlay District.
- 4/16/2024 - Public Hearing and Zone Change from a C-2 (General Commercial) District/Sam Rayburn Overlay District to a C-1 (Retail Business) District/Sam Rayburn Overlay District.
- 5/19/2009 - Specific Use Permit to allow a private club (sports bar) in C-2 (General Commercial) District
- 5/18/2004 - Specific Use Permit to allow a private club in C-2 (General Commercial) District
- 4/8/2003 - Specific Use Permit to allow a private club in C-2 (General Commercial) District

- 1/12/1993 – Specific Use Permit to allow a private club in a C-2 (General Commercial) District
- 2/13/1990 – Specific Use Permit to allow a private club in a C-2 (General Commercial) District

Capital Improvement Program:

Origination:

Mockingbird Hospitality, LLC (Owner) and Sartin & Associates, Inc. (Surveyor)

Financial Consideration:

None

Staff Recommendation:

Alternatives:

The City Council could deny the request.

Attachments:

1. Ordinance No. 6841
2. Exhibit A - Survey
3. Exhibit B - Site Plan
4. Location Map
5. Zoning Map
6. Future Landuse Map
7. Property Notification Sign
8. Narrative
9. Ordinance 6732
10. Staff Review Letter

ORDINANCE NO. 6841

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, REPEALING ORDINANCE 6732, AND GRANTING A SPECIFIC USE PERMIT TO ALLOW HOTEL OR MOTEL IN A C-1 (RETAIL BUSINESS) DISTRICT/SAM RAYBURN OVERLAY DISTRICT LOCATED AT 401 SOUTH SAM RAYBURN FREEWAY, CONSISTING OF 3.31 ACRES BEING A PART OF THE SAMUEL BLAGG SURVEY, ABSTRACT NO. 56, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS MOCKINGBIRD HOSPITALITY, LLC (OWNER) AND SARTIN & ASSOCIATES, INC. (SURVEYOR) PRESCRIBING CONDITIONS TO THE SPECIFIC USE PERMIT; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW

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

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

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

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

SECTION 1. That, from and after the effective date of this Ordinance, the property located at 401 South Sam Rayburn Freeway, City of Sherman, Grayson County, Texas is/are granted a Specific Use Permit allow a Hotel or motel, subject to the conditions described in this Ordinance and that Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14 is hereby amended so as to hereafter include property as described as **Exhibit A – Survey & Site Plan**.

SECTION 2. Repeal of Ordinance No. 6732. The City Council hereby repeals Ordinance No. 6732 of the Code of Ordinances in its entirety. The effective date of such repeal shall not occur until the effective date of this Ordinance, at which time Ordinance No. 6732 shall be repealed. Such repeal shall not abate any pending prosecution or lawsuit or prevent any prosecution or lawsuit from

being commenced for any violation of any provision of Ordinance No. 6732 occurring before the effective date of this Ordinance.

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

Zoning

1. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's Zoning Ordinance/Code of Ordinance Chapter 14 and Building Regulations of Chapter 3.
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal and must comply with current regulations. (*Code of Ordinances Chapter 3.02(c)*)
3. Fence Permits shall be permitted separately from the building permit and must adhere to the City's Zoning Ordinance/Code of Ordinance Chapter 14. (*Sec. 14.04.004*)
4. Sign Permits shall be permitted separately from the building permit and must adhere to the City's Zoning Ordinance/Code of Ordinance Chapter 14. (*Article 14.07*)
5. The general standards of the Site Plan requirements must be shown on the Site Plan. (*Sec. 14.06.004(b)(1)*)
6. Permanent residents are not permitted. Any hotel guest may not stay longer than 30 days.
7. The property must be properly maintained in a state of good repair and neat appearance.
8. The use of the property must comply with all Federal and State Laws and Regulations and with all the Ordinances, Rules and Regulations of the City of Sherman.
9. The granting of the Specific Use Permit has no effect on the uses permitted as of right and does not waive the regulations of the underlying zoning district.
10. Notwithstanding anything to the contrary herein, the Specific Use Permit granted in this Ordinance shall automatically expire, terminate and be rescinded in the event that a person or entity other than Mockingbird Hospitality LLC is the owner or lessee of the Property.
11. Notwithstanding anything to the contrary herein, the Specific Use Permit granted in this Ordinance shall automatically expire, terminate and be rescinded on the first anniversary of the effective date identified below, unless earlier terminated, extended or renewed by separate action of the City Council. The owner of the property subject to the Specific Use Permit must receive City Council approval of an application to extend or renew the Specific Use Permit prior to the expiration thereof.
12. A Specific Use Permit is an amendment to the district regulations of the Zoning Ordinance that permits the establishment of a specific use within a zoning district in which such specific use may be established unless such use of land or structure is discontinued or abandoned for a period of thirty (30) consecutive days in which event such Specific Use Permit shall be void and such use may not thereafter be resumed unless a new Specific Use Permit is granted in accordance with this section. (*Chapter 14, Sec. 14.06.009(a)(1)(C)*)
13. The approval of a Site Plan shall be effective for a period of two (2) years from the date of approval, at the end of which time the Site Plan shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Site Plan was approved.
14. Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the

Engineering

Engineering Informational Comments:

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

Fire Services

****No fire lane or hydrant information provided in site plan***

16. [] 503.1.1 Amended - Approved fire apparatus access roads shall be provided for every facility, building or portion of a building hereafter constructed or moved into or within the jurisdiction. The fire apparatus access road shall comply with the requirements of this section and shall extend to within 150 feet of all portions of the facility and all portions of the exterior walls of the first story of the building as measured by an approved route around the exterior of the building or facility. Except for one- or two-family dwellings, the path of measurements shall be along a minimum ten foot (10') wide level (not exceeding 3 percent grade) and unobstructed pathway around the external walls of the structure. *(Located In City Ordinances Amendments)*
17. [] 507.5.1 - Where a portion of the facility or building hereafter constructed or moved into or within the jurisdiction is more than 400' from a hydrant on a fire apparatus access road, as measured by an approved route around the exterior of the facility or building, on-site fire hydrants and mains shall be provided where required by the fire code official.
18. [] 503.2.1 Amended - Fire apparatus access roads shall have an unobstructed width of not less than 24', exclusive of shoulders and an unobstructed vertical clearance of not less than 14'.
19. [] D103.3 Amended - The minimum turning radius shall be at least 25 feet radius unless roadway or fire lane exceeds minimum requirement of 24 feet or approved by fire code official. *(Located In City Ordinances Amendments)*
20. [] D103.4 Amended - Dead-end fire apparatus access roads in excess of 150' in length shall be provided with a 100' diameter cul-de-sac or 120' hammerhead at 24' wide fire lane. *(Located In City Ordinances Amendments)*
21. [] D103.1 - Where a fire hydrant is located on a fire apparatus access road, the minimum road width shall be 26', exclusive of shoulders.
The following are informational items only that may be applicable during construction but should not hold up approval of a site plan for zoning by the Fire Marshal's Office.
22. [] 506.1 Amended - Any new and existing buildings that have a fire sprinkler riser, standpipe system and/or a fire alarm control panel shall have a Knox key box that contains keys or a keycard to gain access to every door leading from the exterior of the building to the fire sprinkler riser, standpipe system and/or the fire alarm control panel. *(Located In City Ordinances Amendments)*

Solid Waste Services

23. Solid Waste enclosures and services shall adhere to Article 13.06 of the City of Sherman's Utility Ordinance and the City of Sherman Zoning Ordinance Section 14.04.004(4).

- a. All uses within commercial zoning districts shall provide a screening device as an enclosure for garage and trash containers. Enclosure shall be constructed of masonry or similar durable material and positioned or screened in such a way s that it is not visible from any street, highway, or major thoroughfare. (*Sec, 14.04.004(4)*)

Additional Conditions:

1. The property shall be developed and used in accordance with all City Ordinances and the Site Plan shown in **Exhibit B**.
2. Notwithstanding anything to the contrary herein, the Specific Use Permit granted in this Ordinance shall automatically expire, terminate and be rescinded in the event that a person or entity other than Mockingbird Hospitality, LLC is the lessee of the Property.

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

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

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

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

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

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

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

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

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

INTRODUCED on this the 16th day of June 2025.

ADOPTED on this the 16th day of June 2025.

EFFECTIVE DATE on this the 16th day of June 2025.

CITY OF SHERMAN, TEXAS

BY: _____
SHAWN TEAMANN, MAYOR

ATTEST:

BY: _____
LEAH ROBERTS
EXECUTIVE DIRECTOR OF ADMINISTRATION
ACTING CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

JOB NO. 25040337
FW: AM - DFT: BHSCALE
1" = 60'~ BASIS OF BEARINGS ~
GRID NORTH, NAD 83
TEXAS STATE PLANE COORDINATE SYSTEM
NORTH CENTRAL ZONE

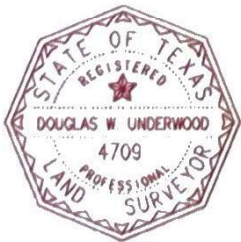
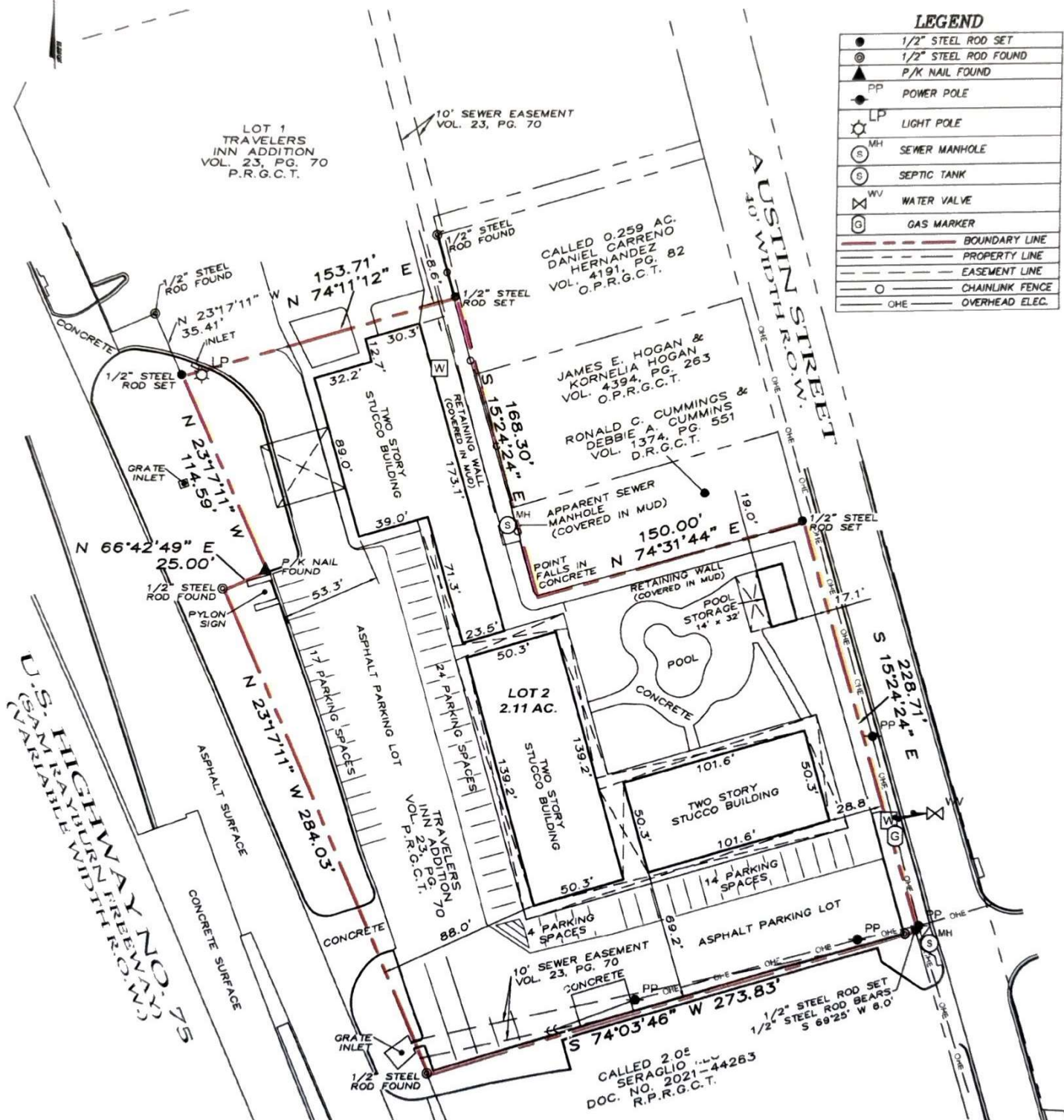
This survey contains information that is proprietary to Underwood Drafting & Surveying, Inc. Its use or disclosure in whole or part without the express written permission of Underwood Drafting & Surveying, Inc. is prohibited.

This survey is also unpublished work protected under the copyright laws of the United States of America. If this work becomes published, the following notice shall apply:

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Underwood Drafting & Surveying, Inc.
All rights reserved.

LEGEND

●	1/2" STEEL ROD SET
⊙	1/2" STEEL ROD FOUND
▲	P/K NAIL FOUND
PP	POWER POLE
LP	LIGHT POLE
MH	SEWER MANHOLE
S	SEPTIC TANK
WV	WATER VALVE
G	GAS MARKER
---	BOUNDARY LINE
---	PROPERTY LINE
---	EASEMENT LINE
○	CHAINLINK FENCE
---	OHE OVERHEAD ELEC.



I, Douglas W. Underwood, Registered Professional Land Surveyor do hereby certify that on the April 16th 2025, a survey was made on the ground of the property shown hereon, described as Lot 2 of the Travelers Inn Addition, an addition to the City of Sherman, Texas, as shown by plat of record in Volume 23, Page 70, of the Plat Records, Grayson County, Texas, and is correct, and that there are no discrepancies, conflicts, shortages in area, boundary line conflicts, encroachments, overlapping of improvements, easements or right-of-way, except as shown on the plat herewith, and that the plat herewith is a true, correct and accurate representation of the property legally described hereinabove.

The building on said lot is known as 401 S. Sam Rayburn Frwy, Sherman, Texas, and is wholly located on said lot; there are no encroachments or protrusions from buildings on adjoining lots or tracts of land except as shown.

UNDERWOOD
DRAFTING & SURVEYING

3404 INTERURBAN ROAD DENISON, TEXAS 75021

(903)465-2151

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

DATE OF SURVEY: 04/16/25

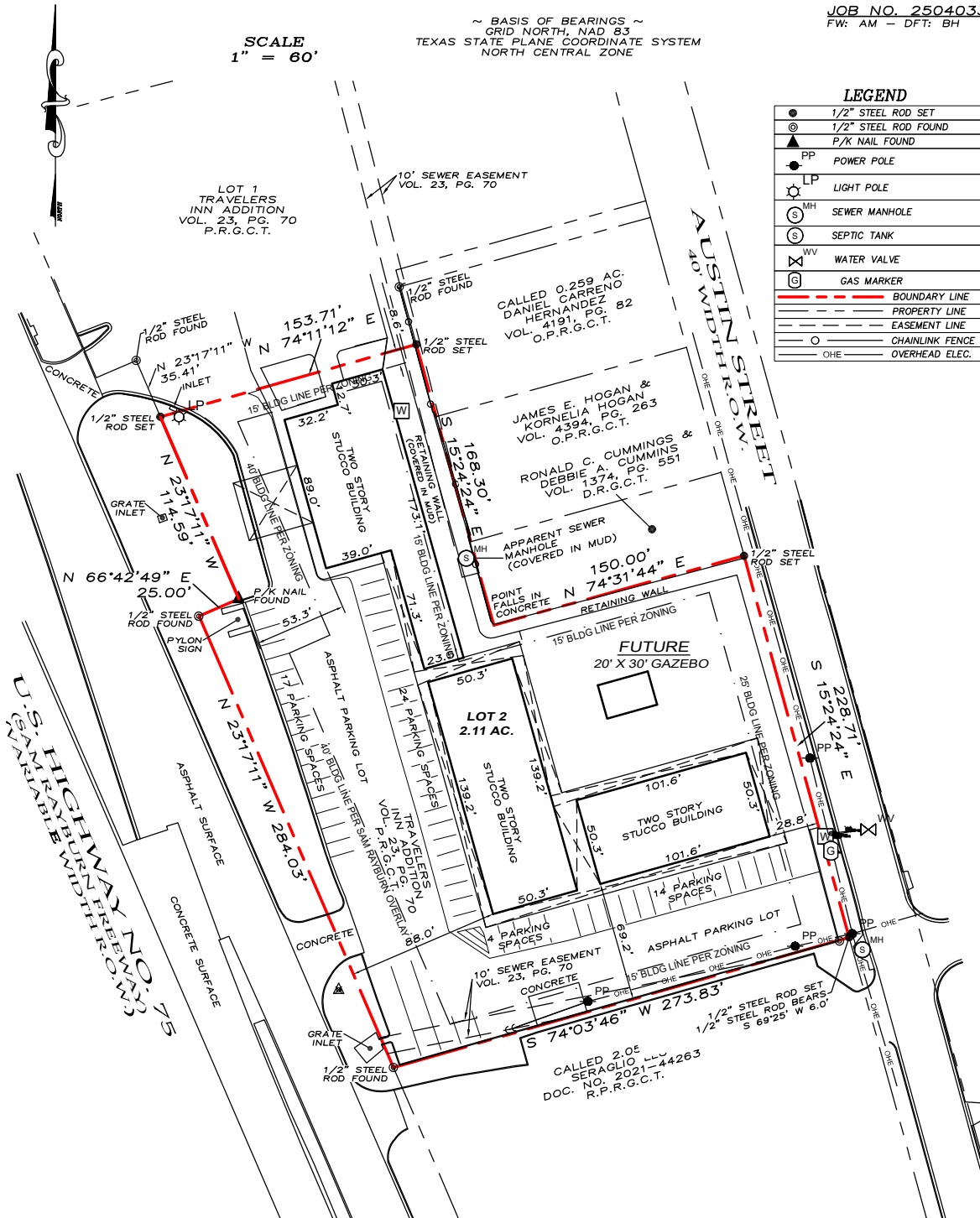
~ BASIS OF BEARINGS ~
GRID NORTH, NAD 83
TEXAS STATE PLANE COORDINATE SYSTEM
NORTH CENTRAL ZONE

JOB NO. 25040337
FW: AM - DFT: BH

SCALE
1" = 60'

LEGEND

●	1/2" STEEL ROD SET
⊙	1/2" STEEL ROD FOUND
▲	P/K NAIL FOUND
PP	POWER POLE
LP	LIGHT POLE
MH	SEWER MANHOLE
S	SEPTIC TANK
WV	WATER VALVE
G	GAS MARKER
---	BOUNDARY LINE
---	PROPERTY LINE
---	EASEMENT LINE
○	CHAINLINK FENCE
---	OHE OVERHEAD ELEC.



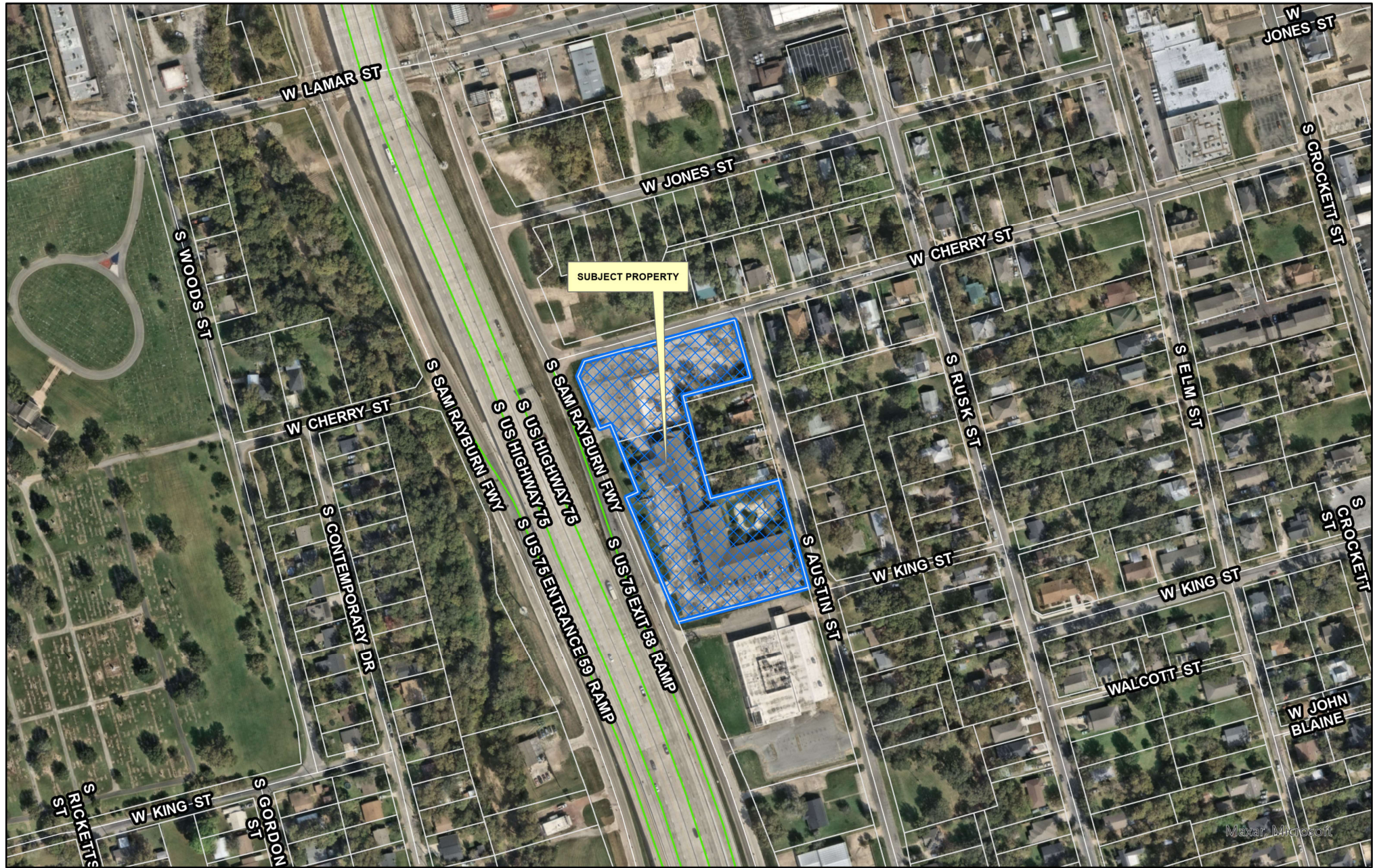
TRAVELERS INN SITE INFORMATION	
ZONING	C-1/SAM RAYBURN OVERLAY DISTRICT
LOT AREA	91,795
BUILDING AREA	34,488
LOT AREA COVERAGE	0.376
FRONT SETBACK PER OVERLAY	40'
REAR SETBACK	25'
SIDE SETBACK	15'
BUILDING HEIGHT	30.5
PARKING REQUIRED	96
PARKING PROVIDED	69

SITE PLAN
TRAVELERS INN
401 S. SAM RAYBURN FREEWAY
SHERMAN, TX

UNDERWOOD

DRAFTING & SURVEYING

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



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

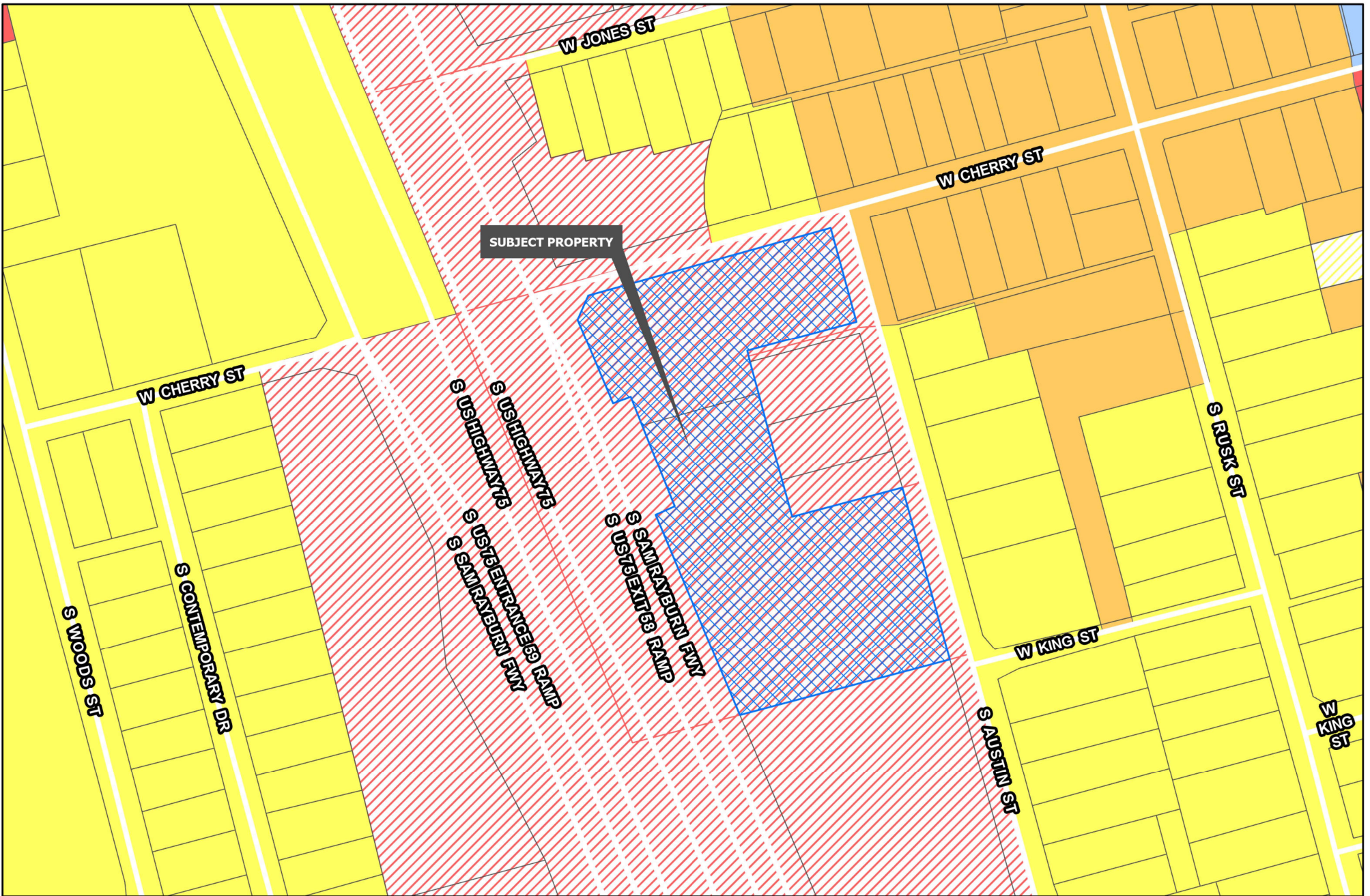


City of Sherman, Texas
Development Services Department

**CITY OF SHERMAN
LOCATION MAP
401 S SAM RAYBURN FWY**



Date: 4/5/2025 3:01 PM



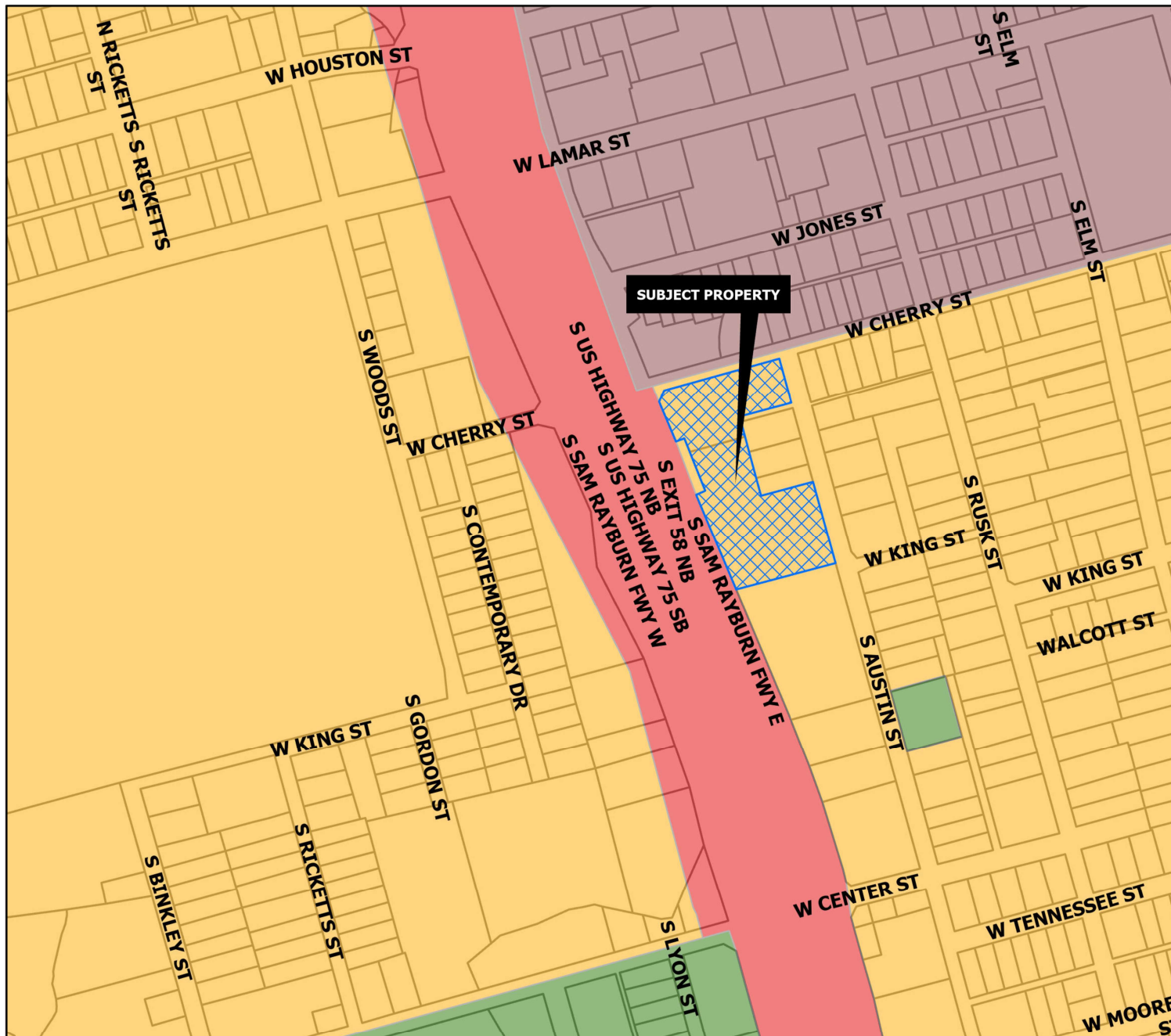
Development Services
Department

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

CITY OF SHERMAN
ZONING MAP
401 S SAM RAYBURN FWY



Date: 4/5/2025 3:01 PM



CORE NEIGHBORHOOD

Intent & Character

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

Appropriate Land Use Types

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

Compatible Zoning Districts

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

Considerations

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

Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services
Department



CITY OF SHERMAN
FUTURE LAND USE MAP
401 S SAM RAYBURN FWY



Date: 3/27/2024 3:10 PM

Sherman
CLASSIC TOWN, BROAD HORIZON.

**NOTICE OF
SPECIFIC USE
PERMIT REQUEST**

PROJECT #: 25-001189

Planning & Zoning Map: 

FOR MORE INFORMATION
CONTACT:
DEVELOPMENT SERVICES
903-892-7229

4/9/2025 at 3:06 P.M.

Narrative:

As a part owner and manager of Mockingbird Hospitality LLC, I'm excited to share that we have officially acquired the Travelers Inn at 401 S Sam Rayburn Fwy on February 28th, 2025. In the coming months, we have ambitious plans to transform this property into a dual branded experience, featuring the welcoming Red Roof Inn Plus, alongside the comfortable Hometowne Studios. We are well aware of the city's previous frustration from inaction by the previous ownership, but we are definitely more driven, experienced, and determined to get this asset opened up quickly. For us, hospitality is not a transaction, it's a way of life. With over 40 years of combined experience and 25 hotels in total, we know and understand the importance of what it takes to be successful in today's business environment. Our \$1,700,000 renovation scope will not only bring this property back to life, but it will also be a pleasant site for any individual driving along the Sam Rayburn Fwy. We will focus our attention on curb appeal and ensure that this hotel will be a place where many consumers will leave with memorable experiences. We have already started working on cosmetic items, and we are well ahead of plans on starting the full renovation. We already have all of our trades, vendors and partners in hand to start supporting our needs for this asset. The SUP for this asset was renewed last year to another ownership group and they were unable to deliver on their false promises. We have partnered with a local bank in Sherman and we have already secured our renovation dollars. We are very hopeful the planning department will grant us this SUP and we will deliver on our promise to renovate this property and open very soon as a dual branded reliable accommodation option for Sherman, TX.

I am hopeful by the time the planning and zoning meeting occurs, we will be well under renovations but I will also be able to provide a couple of renderings for what is to come. Please feel free to reach out if you have any questions or concerns. Thank you.

Sam Patel
1125 Executive Circle, STE 220
Irving, Texas 75038

ORDINANCE NO. 6732

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, AND GRANTING A SPECIFIC USE PERMIT TO ALLOW A HOTEL OR MOTEL IN A C-1 (RETAIL BUSINESS) DISTRICT/SAM RAYBURN OVERLAY DISTRICT., LOCATED AT 401 SOUTH SAM RAYBURN FREEWAY, CONSISTING OF 2.11 ACRES BEING A PART OF THE SAMUEL BLAGG SURVEY, ABSTRACT NO. 56 AND BEING LOT 2 IN BLOCK 1 OF TRAVELERS INN ADDITION, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS HARESH SURTI (OWNER) AND SARTIN & ASSOCIATES, INC. (SURVEYOR); PRESCRIBING CONDITIONS TO THE SPECIFIC USE PERMIT; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW

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

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

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

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

SECTION 1. That, from and after the effective date of this Ordinance, the property located at 401 South Sam Rayburn Freeway, City of Sherman, Grayson County, Texas is/are granted a Specific Use Permit to a Hotel or motel, subject to the conditions described in this Ordinance and that Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14 is hereby amended so as to hereafter include property on **Exhibit A – Survey and Legal Description**.

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

Zoning:

Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's Zoning Ordinance/Code of Ordinance Chapter 14.

1. Fire access, lanes and codes shall be coordinated with the Fire Marshal. (*Code of Ordinances Chapter 3.02(c)*)
2. Fence Permits shall be permitted separately from the building permit and must adhere to the City's Zoning Ordinance/Code of Ordinance Chapter 14. (*Sec. 14.04.004*)
3. Sign Permits shall be permitted separately from the building permit and must adhere to the City's Zoning Ordinance/Code of Ordinance Chapter 14. (*Article 14.07*)
4. Permanent residents are not permitted. Any hotel guest may not stay longer than 30 days.
5. A tabulation providing number of units, retail, office and other uses, required parking and provided parking is not shown on the Site Plan.
 - a. 1 parking space for every unit plus the required parking for retail, office, and other uses as applicable (*Sec. 14.04.003(e)(1)*)
 - b. Parking shown must indicate size of parking spaces.
6. Parking lot improvements shall be implemented within 90 days of the granting of this Specific Use Permit.
7. The property must be properly maintained in a state of good repair and neat appearance.
8. The use of the property must comply with all Federal and State Laws and Regulations and with all the Ordinances, Rules and Regulations of the City of Sherman.
9. The granting of the Specific Use Permit has no effect on the uses permitted as of right and does not waive the regulations of the underlying zoning district.
10. A Specific Use Permit is an amendment to the district regulations of the Zoning Ordinance that permits the establishment of a specific use within a zoning district in which such specific use may be established unless such use of land or structure is discontinued or abandoned for a period of thirty (30) consecutive days in which event such Specific Use Permit shall be void and such use may not thereafter be resumed unless a new Specific Use Permit is granted in accordance with this section. (*Chapter 14, Sec. 14.06.009(a)(1)(C)*)
11. The approval of a Site Plan shall be effective for a period of two (2) years from the date of approval, at the end of which time the Site Plan shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Site Plan was approved.
12. Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

Engineering

13. Drive approaches and sidewalks must conform to City of Sherman and TxDOT standards and a permit with drawing showing dimensions is required from City of Sherman Engineering Department for review and approval prior to any work being done within public right of way. Code of Ordinances Chapter 3, Division 5, Sec. 3.10.154; 10.03.003.(f)

Fire Services

Below are the fire codes and/or ordinances that could not be confirmed or were in violation. This is not all the codes and/or ordinances that shall be followed.

Building is NOT equipped throughout with an approved automatic sprinkler system.

14. [] 503.1.1 Amended - Approved fire apparatus access roads shall be provided for every facility, building or portion of a building hereafter constructed or moved into or within the jurisdiction. The fire apparatus access road shall comply with the requirements of this section and shall extend to within 150 feet of all portions of the facility and all portions of the exterior walls of the first story of the building as measured by an approved route around the exterior of the building or facility. Except for one- or two-family dwellings, the path of measurements shall be along a minimum ten foot (10') wide level (not exceeding 3 percent grade) and unobstructed pathway around the external walls of the structure. *(Located In City Ordinances Amendments)*
15. [] 507.5.1 - Where a portion of the facility or building hereafter constructed or moved into or within the jurisdiction is more than 400' from a hydrant on a fire apparatus access road, as measured by an approved route around the exterior of the facility or building, on-site fire hydrants and mains shall be provided where required by the fire code official.

Building is equipped throughout with an approved automatic sprinkler system.

16. [] 503.1.1 Amended - The fire apparatus access road shall comply with the requirements of this section and shall extend to within 200' of all portions of the facility and all portions of the exterior walls of the first story of the building as measured by an approved route around the exterior of the building or facility. *(Located In City Ordinances Amendments)*
17. [] 507.5.1 - Where a portion of the facility or building hereafter constructed or moved into or within the jurisdiction is more than 600' from a hydrant on a fire apparatus access road, as measured by an approved route around the exterior of the facility or building, on-site fire hydrants and mains shall be provided where required by the fire code official.
18. [] 903.3.7 Amended - Fire department connections for automatic sprinkler systems shall be installed in accordance with Section 912. Fire department connections shall be located not more than 100 ft (30.5 m) from the nearest fire hydrant connected to an approved water supply. Fire department connections shall be a 2.5-inch threaded fitting design. Fire department connections shall be equipped with locking Knox caps that operate with the Authority Having Jurisdiction's Knox key. *(Located In City Ordinances Amendments)*
19. [] 914.3.1.1.1.1 Amended - Exterior access door directly into the sprinkler control room is required. *(Located In City Ordinances Amendments)*

Building is NOT over 3 stories or 30' in height or 62,000 square feet in gross area.

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

Building is over 3 stories or 30' in height or 62,000 square feet in gross area.

24. [] D105.2 - Aerial fire apparatus access roads shall have a minimum unobstructed width of 26', exclusive of shoulders, in the immediate vicinity of the building or portion thereof.

25. [] D105.3 - One or more of the required access routes meeting this condition shall be located not less than 15' and not greater than 30' from the building and shall be positioned parallel to one entire side of the building. The side of the building on which the aerial fire apparatus access road is positioned shall be approved by the fire code official.
26. [] D103.3 Amended - The minimum turning radius shall be at least 25 feet radius unless roadway or fire lane exceeds minimum requirement of 26 feet or approved by fire code official. (*Located In City Ordinances Amendments*)
27. [] D103.4 Amended - Dead-end fire apparatus access roads in excess of 150' in length shall be provided with a 100' diameter cul-de-sac or 120' hammerhead at 26' wide fire lane. (*Located In City Ordinances Amendments*)
28. [] D104.1 - Buildings or facilities exceeding 30' or three stories in height shall have not fewer than two means of fire apparatus access for each structure.

Other Codes That May Apply.

29. [] 503.7 Amended - Hose lay shall be measured from the centerline of the fire lane along an unobstructed and level path measuring 10 feet in width. (*Located In City Ordinances Amendments*)
30. [] 506.1 Amended - Any new and existing buildings that have a fire sprinkler riser, standpipe system and/or a fire alarm control panel shall have a Knox key box that contains keys or a keycard to gain access to every door leading from the exterior of the building to the fire sprinkler riser, standpipe system and/or the fire alarm control panel. (*Located In City Ordinances Amendments*)

Solid Waste Services

31. All refuse areas shall be screened. Enclosures shall be constructed of masonry or similar durable material (*Sec. 14.04.004(d)(4)*)
32. Enclosure shall be 10' wide by 10' deep.

Additional Conditions:

33. The property shall be developed and used in accordance with all City Ordinances and the Site Plan shown in **Exhibit B**.
34. Notwithstanding anything to the contrary herein, the Specific Use Permit granted in this Ordinance shall automatically expire, terminate and be rescinded in the event that a person or entity other than Haresh Surti is the lessee of the Property.
35. Notwithstanding anything to the contrary herein, the Specific Use Permit granted in this Ordinance shall automatically expire, terminate and be rescinded on the first anniversary of the effective date identified below, unless earlier terminated, rescinded, extended or renewed by separate action of the City Council. The owner of the property subject to the Specific Use Permit must receive City Council approval of an application to extend or renew the Specific Use Permit prior to the expiration thereof.

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

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

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

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

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

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

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

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

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

INTRODUCED on this the 17th day of June 2024.

ADOPTED on this the 17th day of June 2024.

EFFECTIVE DATE on this the 17th day of June 2024.

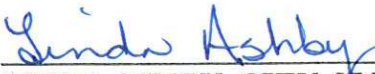
CITY OF SHERMAN, TEXAS

BY:


DAVID PLYLER, MAYOR

ATTEST:

BY:


LINDA ASHBY, CITY CLERK

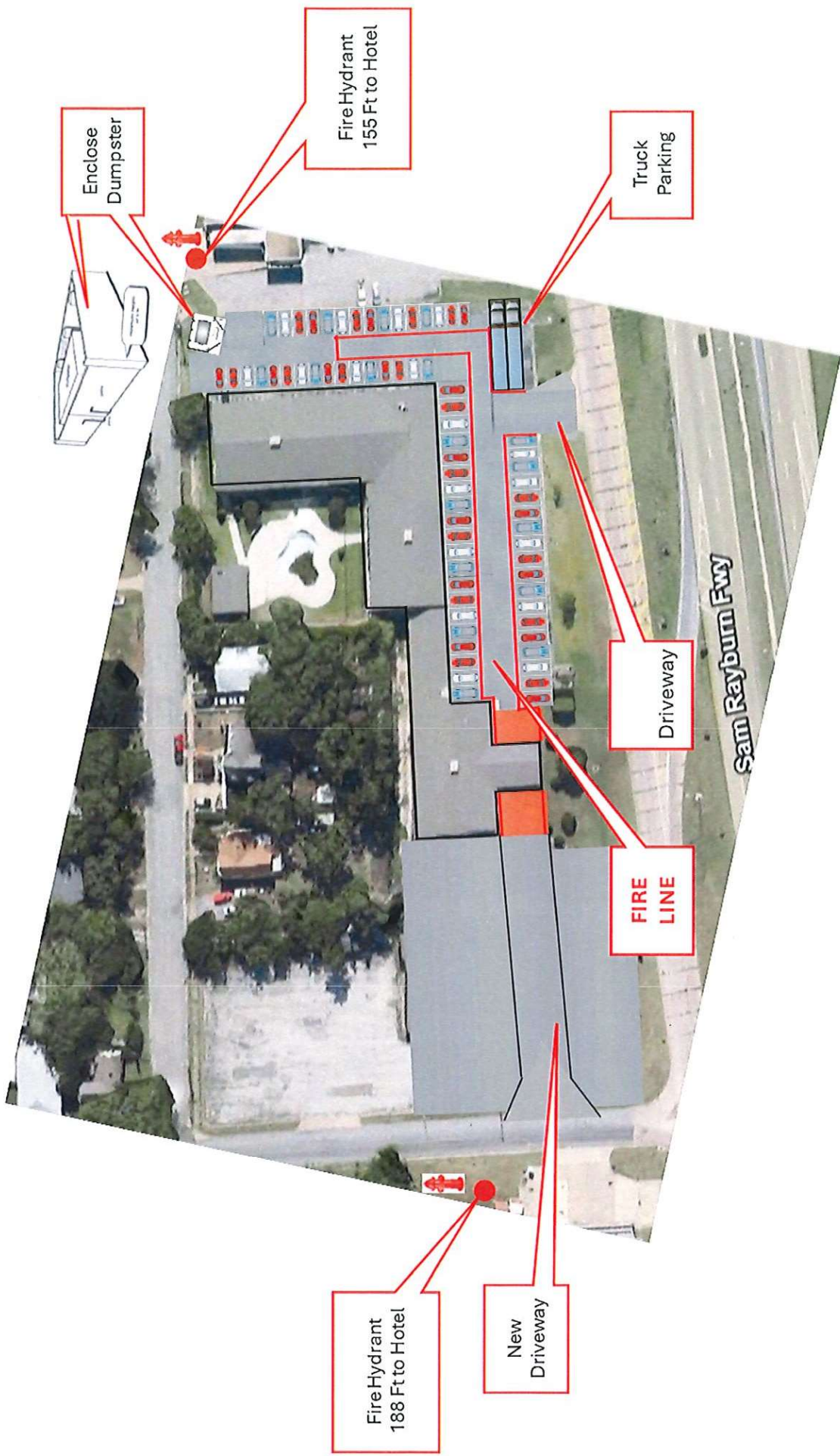
APPROVED AS TO FORM:
THE LAW FIRM OF ABERNATHY,
ROEDER, BOYD & HULLETT, P.C.

BY:


RYAN D. PITTMAN, CITY ATTORNEY



- Property Line Boundary
- Red Line is Property line
- Orange Line / White box is the distance



Enclose
Dumpster

Fire Hydrant
155 Ft to Hotel

Truck
Parking

Driveway

FIRE
LINE

Fire Hydrant
188 Ft to Hotel

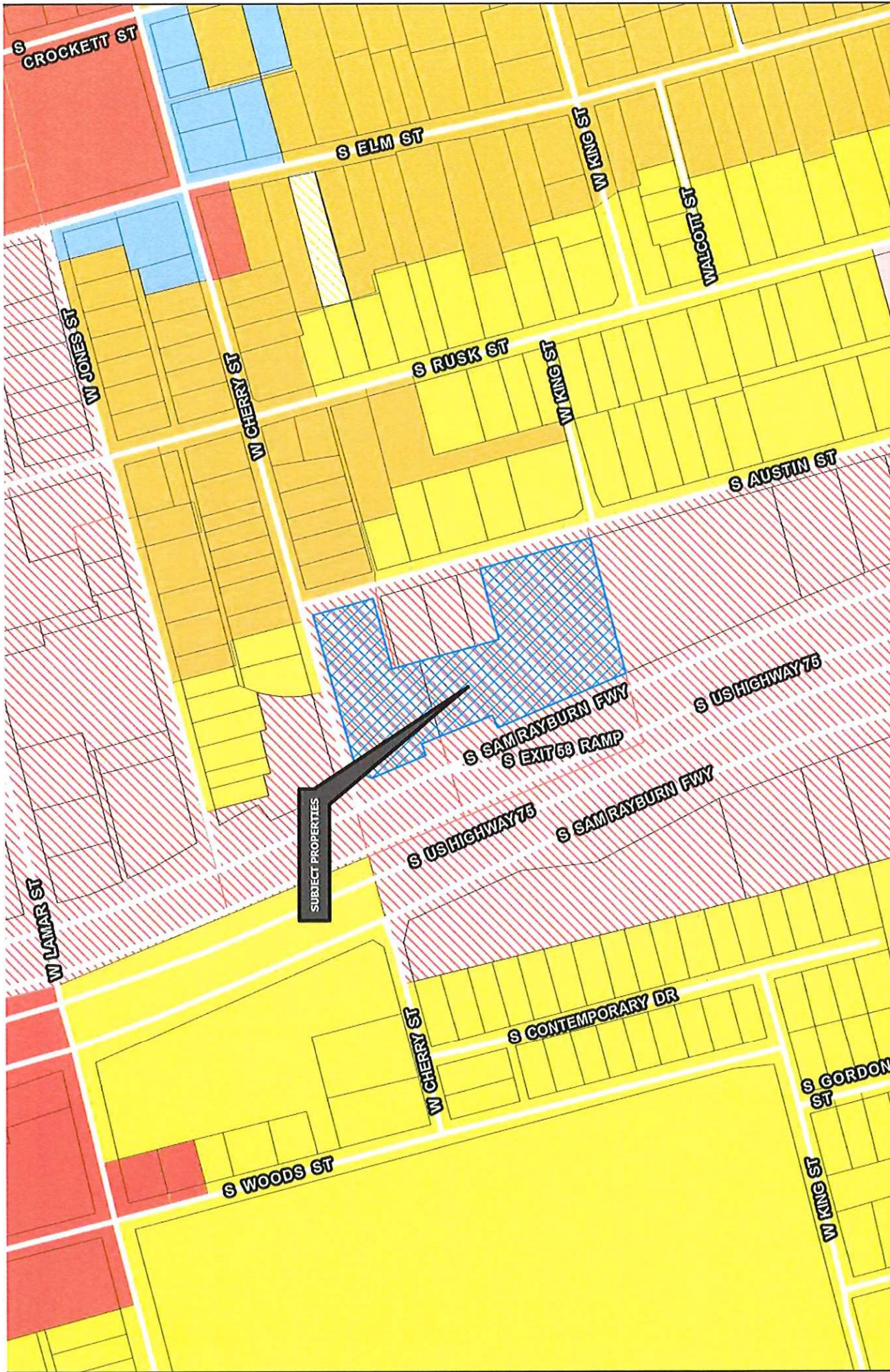
New
Driveway

Sam Rayburn Fwy



Sherman
CLASSIC TOWN. BROAD HORIZON.

*City of Sherman, Texas
Development Services Department*



CITY OF SHERMAN ZONING MAP 401 S SAM RAYBURN FWY

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

Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services
Department

CORE NEIGHBORHOOD

Intent & Character

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Appropriate Land Use Types

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

Compatible Zoning Districts

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

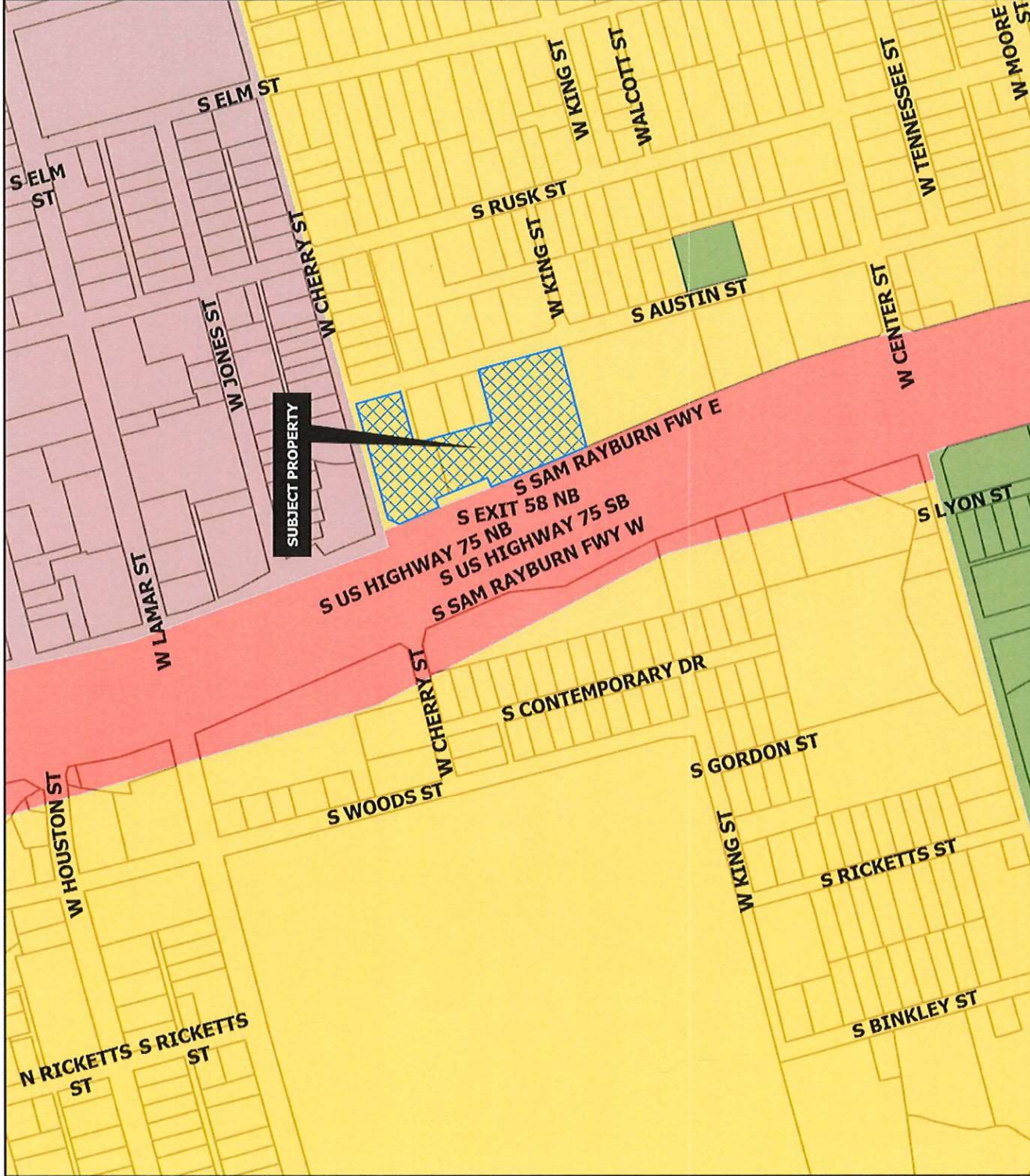
Considerations

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



CITY OF SHERMAN FUTURE LAND USE MAP 401 S SAM RAYBURN FWY

Date: 3/27/2024 3:10 PM



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

Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services
Department

Marlow, Lauren

From: Planning
To: Shawn Smith; Planning
Subject: RE: Traveler's Inn - Sherman

From: Shawn Smith
Sent: Tuesday, April 2, 2024 11:22 AM

Subject:



Sent from my iPhone

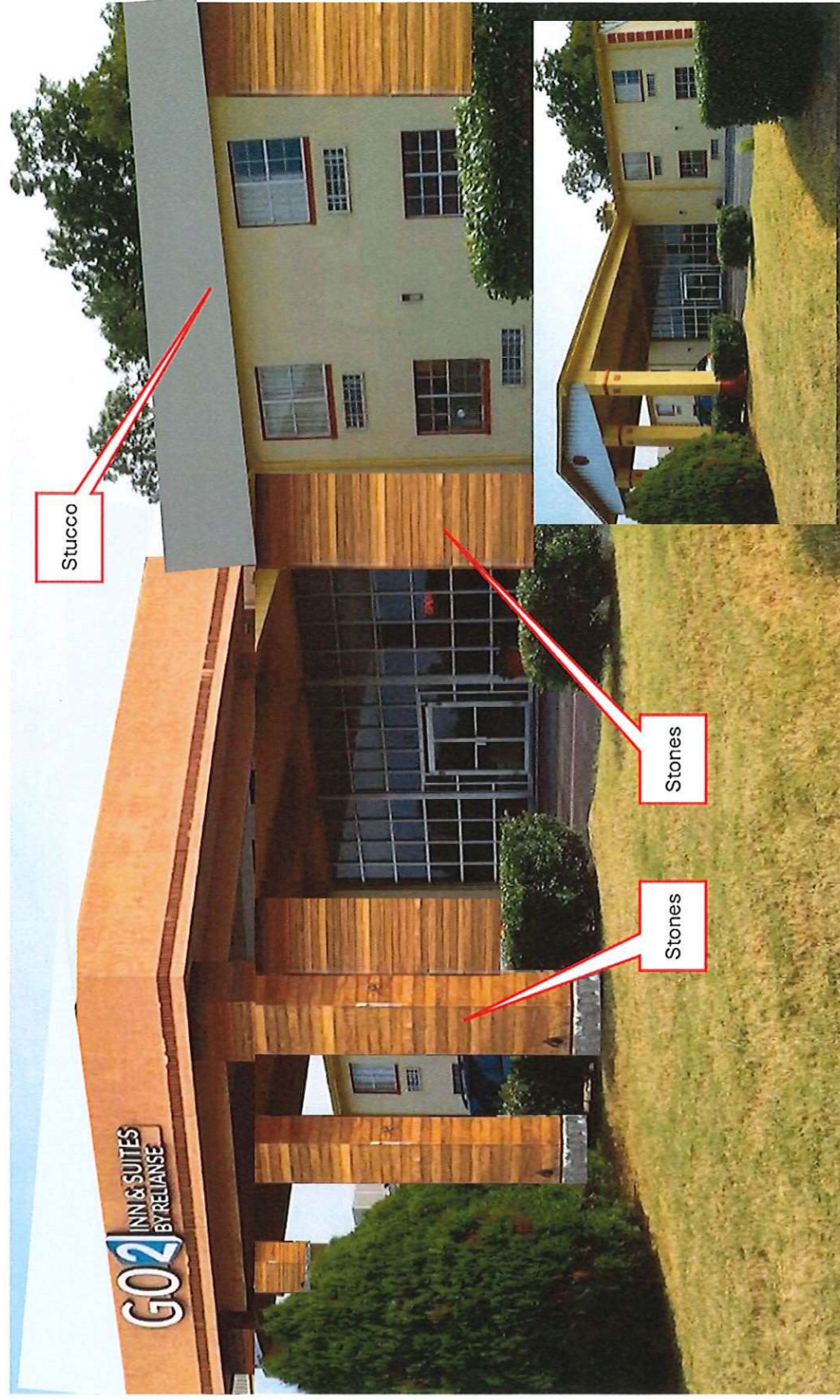
401 South Sam Rayburn Freeway, Sherman, TX

Current



401 South Sam Rayburn Freeway, Sherman, TX

After



Current

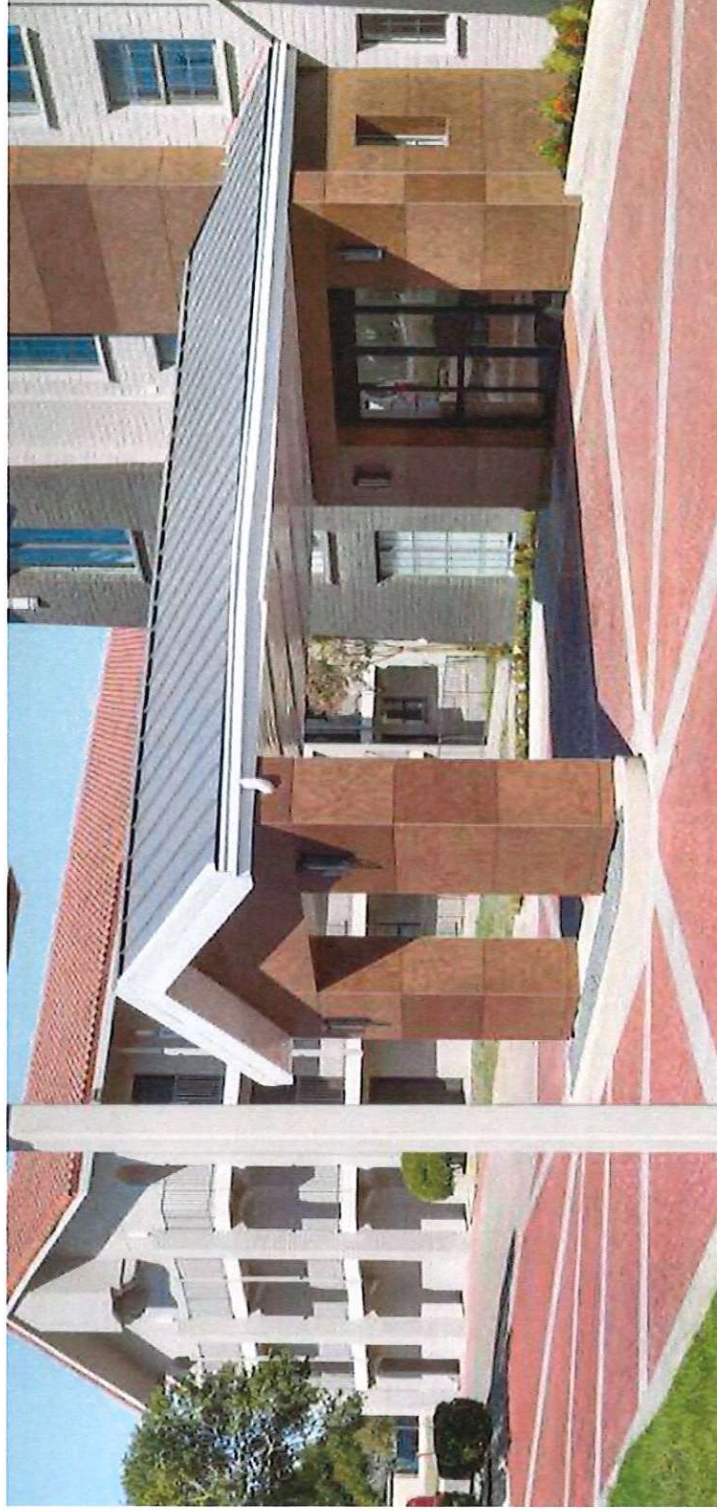


After

Face Lift with
Stucco



After: Color Concept



Relianse Xtra LLC purchased Sherman based property "Traveler's Inn", Motel located at 401 South Sam Rayburn Freeway, Sherman, Texas 75090.

Update property to current code, rebrand to GO2 By Relianse

This in a nightly motel brand, not extended. Stays not to exceed 8 days maximum. Keeping the interior and exterior guest to keep the good feel for our guest. This brand is to keep the area clean from homeless; drug addiction; and prostitution. Intent for business travelers and Families.

Exterior would be updating parking lot, restriping, relocating the trash to the rear of the property, repainting all exterior of the building, doors, replace windows where needed. Parking lighting throughout the property.

Pool area renovated to code, and landscaping throughout.

Being the property was separated from the corner lot, a separate entrance may be considered for people exiting the freeway.

Interior of rooms, replace with fresh case goods, remove carpet, for laminate flooring, fresh texture on walls, (changes are more replace item for likable item, new version. Interior Hallways will replace carpets and textured walls, Lobby will be brought to current as well, new flooring, textured walls, Lighting, replacing entry doors.

STAFF REVIEW LETTER

May 14, 2024

Sent via Email

Haresh Surti
P.O. Box 3104
McKinney, TX 75070

Dear Applicants,

The request of a Public Hearing, Site Plan and Specific Use Permit approval under Section 14.06.009 allow a Hotel or motel in a C-1 (Retail Business) District/Sam Rayburn Overlay District located at 401 South Sam Rayburn Freeway has been scheduled to be heard by the Planning and Zoning Commission on Tuesday, May 21, 2024, at 5:00 P.M., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

Zoning:

1. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's Zoning Ordinance/Code of Ordinance Chapter 14.
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal (dillons@cityofsherman.com).
(Code of Ordinances Chapter 3.02(c))
3. Fence Permits shall be permitted separately from the building permit and must adhere to the City's Zoning Ordinance/Code of Ordinance Chapter 14. (Sec. 14.04.004)
4. Sign Permits shall be permitted separately from the building permit and must adhere to the City's Zoning Ordinance/Code of Ordinance Chapter 14. (Article 14.07)
5. Permanent residents are not permitted. Any hotel guest may not stay longer than 30 days.
6. A tabulation providing number of units, retail, office and other uses, required parking and provided parking is not shown on the Site Plan.
 - a. 1 parking space for every unit plus the required parking for retail, office, and other uses as applicable (Sec. 14.04.003(e)(1))
 - b. Parking shown must indicate size of parking spaces.
7. Parking lot improvements shall be implemented within 90 days of the granting of this Specific Use Permit.
8. The property must be properly maintained in a state of good repair and neat appearance.
9. The use of the property must comply with all Federal and State Laws and Regulations and with all the Ordinances, Rules and Regulations of the City of Sherman.
10. The granting of the Specific Use Permit has no effect on the uses permitted as of right and does not waive the regulations of the underlying zoning district.
11. A Specific Use Permit is an amendment to the district regulations of the Zoning Ordinance that permits the establishment of a specific use within a zoning district in which such specific use may be established unless such use of land or structure is discontinued or abandoned for a period of thirty (30) consecutive days in which event such Specific Use Permit shall be void and such use may not thereafter be resumed unless a new Specific Use Permit is granted in accordance with this section.
(Chapter 14, Sec. 14.06.009(a)(1)(C))
12. The approval of a Site Plan shall be effective for a period of two (2) years from the date of approval, at the end of which time the Site Plan shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Site Plan was approved.

13. Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

Engineering

14. Drive approaches and sidewalks must conform to City of Sherman and TxDOT standards and a permit with drawing showing dimensions is required from City of Sherman Engineering Department for review and approval prior to any work being done within public right of way. Code of Ordinances Chapter 3, Division 5, Sec. 3.10.154; 10.03.003.(f)

Fire Services

Below are the fire codes and/or ordinances that could not be confirmed or were in violation. This is not all the codes and/or ordinances that shall be followed.

Building is NOT equipped throughout with an approved automatic sprinkler system.

15. [] 503.1.1 Amended - Approved fire apparatus access roads shall be provided for every facility, building or portion of a building hereafter constructed or moved into or within the jurisdiction. The fire apparatus access road shall comply with the requirements of this section and shall extend to within 150 feet of all portions of the facility and all portions of the exterior walls of the first story of the building as measured by an approved route around the exterior of the building or facility. Except for one- or two-family dwellings, the path of measurements shall be along a minimum ten foot (10') wide level (not exceeding 3 percent grade) and unobstructed pathway around the external walls of the structure. *(Located In City Ordinances Amendments)*
16. [] 507.5.1 - Where a portion of the facility or building hereafter constructed or moved into or within the jurisdiction is more than 400' from a hydrant on a fire apparatus access road, as measured by an approved route around the exterior of the facility or building, on-site fire hydrants and mains shall be provided where required by the fire code official.

Building is equipped throughout with an approved automatic sprinkler system.

17. [] 503.1.1 Amended - The fire apparatus access road shall comply with the requirements of this section and shall extend to within 200' of all portions of the facility and all portions of the exterior walls of the first story of the building as measured by an approved route around the exterior of the building or facility. *(Located In City Ordinances Amendments)*
18. [] 507.5.1 - Where a portion of the facility or building hereafter constructed or moved into or within the jurisdiction is more than 600' from a hydrant on a fire apparatus access road, as measured by an approved route around the exterior of the facility or building, on-site fire hydrants and mains shall be provided where required by the fire code official.
19. [] 903.3.7 Amended - Fire department connections for automatic sprinkler systems shall be installed in accordance with Section 912. Fire department connections shall be located not more than 100 ft (30.5 m) from the nearest fire hydrant connected to an approved water supply. Fire department connections shall be a 2.5-inch threaded fitting design. Fire department connections shall be equipped with locking Knox caps that operate with the Authority Having Jurisdiction's Knox key. *(Located In City Ordinances Amendments)*
20. [] 914.3.1.1.1.1 Amended - Exterior access door directly into the sprinkler control room is required. *(Located In City Ordinances Amendments)*

Building is NOT over 3 stories or 30' in height or 62,000 square feet in gross area.

21. [] 503.2.1 Amended - Fire apparatus access roads shall have an unobstructed width of not less than 24', exclusive of shoulders and an unobstructed vertical clearance of not less than 14'.
22. [] D103.3 Amended - The minimum turning radius shall be at least 25 feet radius unless roadway or fire lane exceeds minimum requirement of 24 feet or approved by fire code official. *(Located In City Ordinances Amendments)*
23. [] D103.4 Amended - Dead-end fire apparatus access roads in excess of 150' in length shall be provided with a 100' diameter cul-de-sac or 120' hammerhead at 24' wide fire lane. *(Located In City Ordinances Amendments)*
24. [] D103.1 - Where a fire hydrant is located on a fire apparatus access road, the minimum road width shall be 26', exclusive of shoulders.

Building is over 3 stories or 30' in height or 62,000 square feet in gross area.

25. [] D105.2 - Aerial fire apparatus access roads shall have a minimum unobstructed width of 26', exclusive of shoulders, in the immediate vicinity of the building or portion thereof.
26. [] D105.3 - One or more of the required access routes meeting this condition shall be located not less than 15' and not greater than 30' from the building and shall be positioned parallel to one entire side of

the building. The side of the building on which the aerial fire apparatus access road is positioned shall be approved by the fire code official.

27. [] D103.3 Amended - The minimum turning radius shall be at least 25 feet radius unless roadway or fire lane exceeds minimum requirement of 26 feet or approved by fire code official. (*Located In City Ordinances Amendments*)
28. [] D103.4 Amended - Dead-end fire apparatus access roads in excess of 150' in length shall be provided with a 100' diameter cul-de-sac or 120' hammerhead at 26' wide fire lane. (*Located In City Ordinances Amendments*)
29. [] D104.1 - Buildings or facilities exceeding 30' or three stories in height shall have not fewer than two means of fire apparatus access for each structure.

Other Codes That May Apply.

30. [] 503.7 Amended - Hose lay shall be measured from the centerline of the fire lane along an unobstructed and level path measuring 10 feet in width. (*Located In City Ordinances Amendments*)
31. [] 506.1 Amended - Any new and existing buildings that have a fire sprinkler riser, standpipe system and/or a fire alarm control panel shall have a Knox key box that contains keys or a keycard to gain access to every door leading from the exterior of the building to the fire sprinkler riser, standpipe system and/or the fire alarm control panel. (*Located In City Ordinances Amendments*)

Solid Waste Services

32. Provide a Site Plan showing where the Dumpster shall be relocated.
33. All refuse areas shall be screened. Enclosures shall be constructed of masonry or similar durable material (*Sec. 14.04.004(d)(4)*)
34. Enclosure shall be 10' wide by 10' deep.

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

If additional information or clarification is needed, do not hesitate to contact Development Services by emailing planning@cityofsherman.com prior to the meeting.

Respectfully,



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

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

May 14, 2025

Sent via Email

Mockingbird Hospitality LLC

951 Turner Rd., Apt 1015
Grapevine, TX 76051

Dear Applicants,

The request of a Public Hearing, Site Plan and Specific Use Permit approval under Section 14.06.009 to allow a Hotel or motel in a C-1 (Retail Business) District/Sam Rayburn Overlay District and repeal Ordinance 6732 located at 401 South Sam Rayburn Freeway was scheduled to be heard by the Planning and Zoning Commission on Tuesday, May 20, 2025, at 5:00 P.M., in the Municipal Ballroom at 405 North Rusk Street.

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

Zoning

1. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's Zoning Ordinance/Code of Ordinance Chapter 14 and Building Regulations of Chapter 3.
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal and must comply with current regulations. (*Code of Ordinances Chapter 3.02(c)*)
3. Fence Permits shall be permitted separately from the building permit and must adhere to the City's Zoning Ordinance/Code of Ordinance Chapter 14. (*Sec. 14.04.004*)
4. Sign Permits shall be permitted separately from the building permit and must adhere to the City's Zoning Ordinance/Code of Ordinance Chapter 14. (*Article 14.07*)
5. The general standards of the Site Plan requirements must be shown on the Site Plan. (*Sec. 14.06.004(b)(1)*)
 - a. The Site Plan must show the minimum requirements of the:
 - i. C-1 (Retail Business) District. (*Sec. 14.02.016*)
 1. Floor area shall not exceed 0.5
 - a. Floor area is the total square feet of all the floors.
 - ii. Sam Rayburn Overlay District (*Sec. 14.03.003*)
 1. The distance from all structures must be notated on the Site Plan
 - a. The distance from the awning at the front of the building where cars pull through to the property line must be noted on the Site Plan.
 - i. This distance from the existing building to Sam Rayburn Freeway must be notated on the Site Plan and a Variance to allow the distance from the existing building to Sam Rayburn must be approved by the Board of Adjustment.
 1. The setback from Sam Rayburn is 40'
 - iii. Minimum parking requirements for the requested use. (*Sec. 14.04.003*)
 1. The number of units must be shown on the Site Plan to indicate the number of required spaces.

2. A parking space must be at least 9' by 20' or if overhanging landscaping the spaces can be 9' by 18'
 - a. The size of the parking spaces must be notated on the Site Plan. If the parking spaces are overhanging landscaping and are 9' by 18', that landscaping must be shown on the Site Plan or a Landscape Plan.
3. If the minimum parking requirement is not met, a Variance from the Board of Adjustment must be approved to allow less parking than required.
 - a. The number of units must be notated on the Site Plan to determine the required parking.
 - i. The Parking Required is notated on the Site Plan, but it is not indicated if this is the number of units.
6. Permanent residents are not permitted. Any hotel guest may not stay longer than 30 days.
7. The property must be properly maintained in a state of good repair and neat appearance.
8. The use of the property must comply with all Federal and State Laws and Regulations and with all the Ordinances, Rules and Regulations of the City of Sherman.
9. The granting of the Specific Use Permit has no effect on the uses permitted as of right and does not waive the regulations of the underlying zoning district.
10. Notwithstanding anything to the contrary herein, the Specific Use Permit granted in this Ordinance shall automatically expire, terminate and be rescinded in the event that a person or entity other than Mockingbird Hospitality LLC is the owner or lessee of the Property.
11. Notwithstanding anything to the contrary herein, the Specific Use Permit granted in this Ordinance shall automatically expire, terminate and be rescinded on the first anniversary of the effective date identified below, unless earlier terminated, extended or renewed by separate action of the City Council. The owner of the property subject to the Specific Use Permit must receive City Council approval of an application to extend or renew the Specific Use Permit prior to the expiration thereof.
12. A Specific Use Permit is an amendment to the district regulations of the Zoning Ordinance that permits the establishment of a specific use within a zoning district in which such specific use may be established unless such use of land or structure is discontinued or abandoned for a period of thirty (30) consecutive days in which event such Specific Use Permit shall be void and such use may not thereafter be resumed unless a new Specific Use Permit is granted in accordance with this section.
(Chapter 14, Sec. 14.06.009(a)(1)(C))
13. The approval of a Site Plan shall be effective for a period of two (2) years from the date of approval, at the end of which time the Site Plan shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Site Plan was approved.
14. Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

Engineering

Engineering Informational Comments:

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

Fire Services

***No fire lane or hydrant information provided in site plan**

16. [] 503.1.1 Amended - Approved fire apparatus access roads shall be provided for every facility, building or portion of a building hereafter constructed or moved into or within the jurisdiction. The fire apparatus access road shall comply with the requirements of this section and shall extend to within 150 feet of all portions of the facility and all portions of the exterior walls of the first story of the building as measured by an approved route around the exterior of the building or facility. Except for one- or two-family dwellings, the path of measurements shall be along a minimum ten foot (10') wide level (not exceeding 3 percent grade) and unobstructed pathway around the external walls of the structure. *(Located In City Ordinances Amendments)*

17. [] 507.5.1 - Where a portion of the facility or building hereafter constructed or moved into or within the jurisdiction is more than 400' from a hydrant on a fire apparatus access road, as measured by an approved route around the exterior of the facility or building, on-site fire hydrants and mains shall be provided where required by the fire code official.
18. [] 503.2.1 Amended - Fire apparatus access roads shall have an unobstructed width of not less than 24', exclusive of shoulders and an unobstructed vertical clearance of not less than 14'.
19. [] D103.3 Amended - The minimum turning radius shall be at least 25 feet radius unless roadway or fire lane exceeds minimum requirement of 24 feet or approved by fire code official. (*Located In City Ordinances Amendments*)
20. [] D103.4 Amended - Dead-end fire apparatus access roads in excess of 150' in length shall be provided with a 100' diameter cul-de-sac or 120' hammerhead at 24' wide fire lane. (*Located In City Ordinances Amendments*)
21. [] D103.1 - Where a fire hydrant is located on a fire apparatus access road, the minimum road width shall be 26', exclusive of shoulders.
The following are informational items only that may be applicable during construction but should not hold up approval of a site plan for zoning by the Fire Marshal's Office.
22. [] 506.1 Amended - Any new and existing buildings that have a fire sprinkler riser, standpipe system and/or a fire alarm control panel shall have a Knox key box that contains keys or a keycard to gain access to every door leading from the exterior of the building to the fire sprinkler riser, standpipe system and/or the fire alarm control panel. (*Located In City Ordinances Amendments*)

Solid Waste Services

23. Solid Waste enclosures and services shall adhere to Article 13.06 of the City of Sherman's Utility Ordinance and the City of Sherman Zoning Ordinance Section 14.04.004(4).
 - a. All uses within commercial zoning districts shall provide a screening device as an enclosure for garage and trash containers. Enclosure shall be constructed of masonry or similar durable material and positioned or screened in such a way s that it is not visible from any street, highway, or major thoroughfare. (*Sec, 14.04.004(4)*)
 - i. The dumpster enclosure must be shown on the Site Plan
 1. Existing noncompliant dumpster(s) shall be made compliant before the Certificate of Occupancy is issued.

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

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

Respectfully,



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

CC:	Zachary Flores, City Manager	Steven Davis, Asst. Fire Marshal
	Clint Philpott, Asst. City Manager	Amber Doan, Engineering Coordinator
	Wayne Lee, P.E., Director of Engineering	Tom Pruitt, Utility Engineer
	The Law Firm of Abernathy, Roeder, Boyd, & Hullett, P.C., City Attorney	



City Council Regular Meeting

Agenda Item No. D.3.

Meeting Date: 6/16/2025

Prepared By: Rob Rae, Developmental Services Director

Approved By: Zachary Flores, Acting City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6842

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 1410 West Houston Street, Consisting of 0.1928 acres being Lot 1, Block 3, of the Replat of Lots 1, 2, 3, 4 and the North 15 ft. of Lot 5, Block 3, Elliott's Gray's Hill Addition, City Of Sherman, Grayson County, Texas Laurel Acres, LTD (Owner), Brian Dunne (Representative), Gustavo Cardona (Tenant) and Helvey-Wagner Surveying, Inc. (Surveyor) Prescribing Conditions To The Specific Use Permit; Providing A Penalty Not To Exceed \$2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

Issue:

Consideration of a Specific Use Permit for 0.1928 acres of land located at 1410 West Houston Street to Allow Automobile repair, body work, or painting in a C-2 (General Commercial) District

Background:

The property is located at 1410 West Houston Street between South Holly Street and South Tolbert Avenue. The owner is requesting a Specific Use Permit approval to allow Automobile repair, body work, or painting in a C-2 (General Commercial) District.

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

The following has been approved for this location:

- 2/2/2022 - Public Hearing and Zone Change from a C-1 (Retail Business) District to C-2 (General Commercial) District.

Capital Improvement Program:

Origination:

Laurel Acres, LTD (Owner), Brian Dunne (Representative), Gustavo Cardona (Tenant) and Helvey-Wagner Surveying, Inc. (Surveyor)

Financial Consideration:

None

Staff Recommendation:

Staff has no objection to the approval of this request.

Alternatives:

The City Council could deny the request.

Attachments:

1. Ordinance No. 6842
2. Exhibit A - Survey
3. Exhibit B - Site Plan
4. Location Map
5. Zoning Map
6. Future Landuse Map
7. Property Notification Sign
8. Narrative
9. Building Elevation

ORDINANCE NO. 6842

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, AND GRANTING A SPECIFIC USE PERMIT TO ALLOW AUTOMOBILE REPAIR, BODY WORK, OR PAINTING IN A C-2 (GENERAL COMMERCIAL) DISTRICT, LOCATED AT 1410 WEST HOUSTON STREET, CONSISTING OF 0.1928 ACRES BEING LOT 1, BLOCK 3, OF THE REPLAT OF LOTS 1, 2, 3, 4 AND THE NORTH 15 FT. OF LOT 5, BLOCK 3, ELLIOTT'S GRAY'S HILL ADDITION, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS LAUREL ACRES, LTD (OWNER), BRIAN DUNNE (REPRESENTATIVE), GUSTAVO CARDONA (TENANT) AND HELVEY-WAGNER SURVEYING, INC. (SURVEYOR) PRESCRIBING CONDITIONS TO THE SPECIFIC USE PERMIT; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW

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

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

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

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

SECTION 1. That, from and after the effective date of this Ordinance, the property located at 1410 West Houston Street, City of Sherman, Grayson County, Texas is/are granted a Specific Use Permit to a Automobile repair, body work, or painting, subject to the conditions described in this Ordinance and that Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14 is hereby amended so as to hereafter include property on **Exhibit A – Survey**.

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

Zoning:

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

Engineering

14. All requirements of the Floodplain Ordinance shall be followed. *Code of Ordinances Chapter 3, Article 3.12*

Additional Conditions:

15. The property shall be developed and used in accordance with all City Ordinances and the Site Plan shown in **Exhibit B**.
16. Notwithstanding anything to the contrary herein, the Specific Use Permit granted in this Ordinance shall automatically expire, terminate and be rescinded in the event that a person or entity other than Gustavo Cardona is the lessee of the Property.

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

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

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

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

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

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

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

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

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

INTRODUCED on this the 16th day of June 2025.

ADOPTED on this the 16th day of June 2025.

EFFECTIVE DATE on this the 16th day of June 2025.

CITY OF SHERMAN, TEXAS

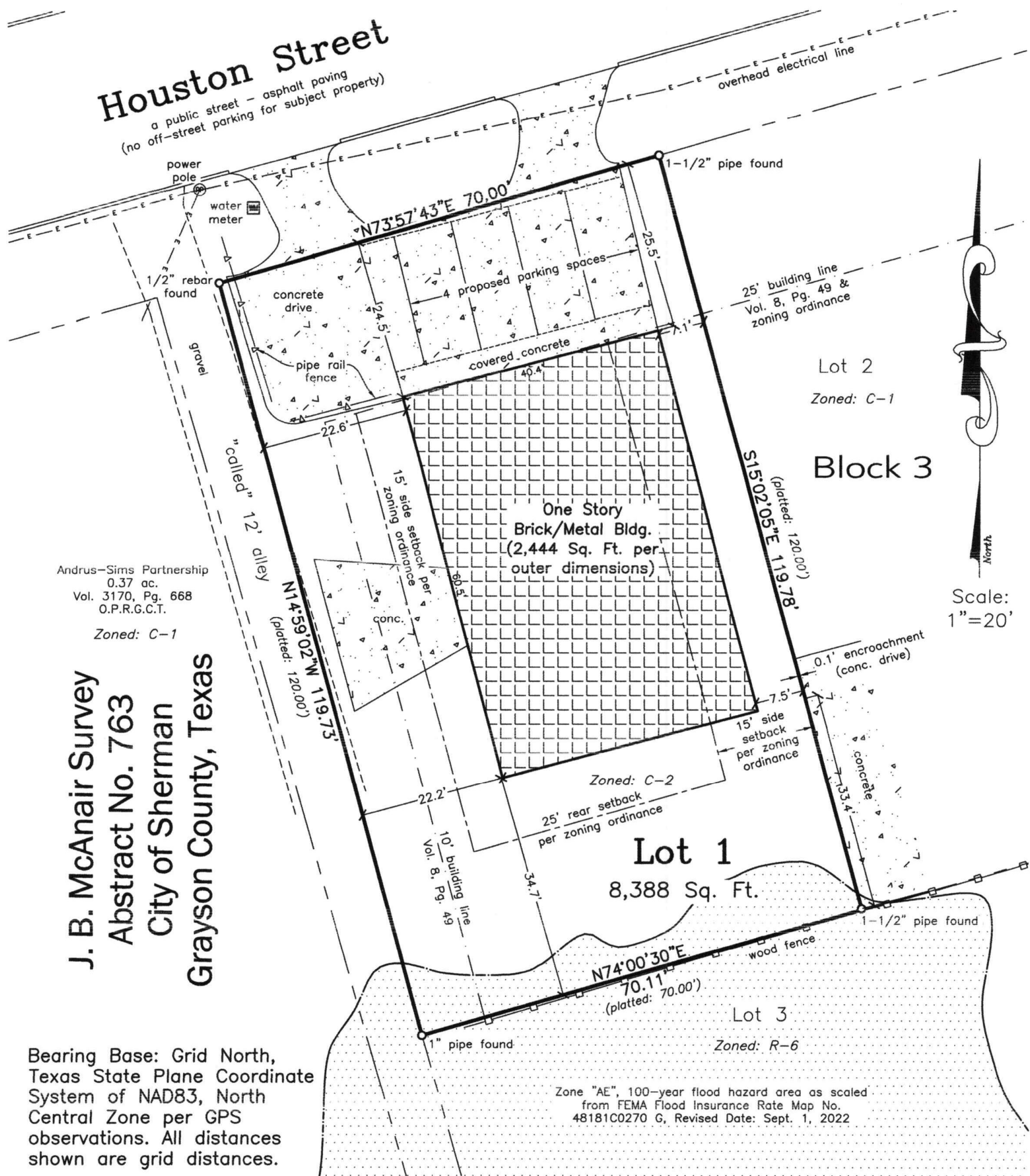
BY: _____
SHAWN TEAMANN, MAYOR

ATTEST:

BY: _____
LEAH ROBERTS
EXECUTIVE DIRECTOR OF ADMINISTRATION
ACTING CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY



Owner: Laurel Acres LTD
Address: 1410 W. Houston
Sherman, Texas

This survey is for the sole benefit of the Owners Stated hereon and is null and void for any other transaction. Any unauthorized use of this survey without the sole consent of the undersigned surveyor will infringe upon state and federal copyright statutes. Any violation of said statutes will be aggressively pursued.

I, Kate A. Wagner, Registered Professional Land Surveyor, do hereby certify that a survey was performed on the ground of the property shown hereinabove and that this survey complies with the current Texas Society of Professional Surveyors Manual of Practice for a Category 1A, Condition 2, TSPS Land Title Survey and is a true and correct representation of the property shown hereon to the best of my knowledge and belief.

Legal Description is as follows: Lot 1, Block 3, of the Replat of Lots 1, 2, 3, 4 and the North 15 Ft. of Lot 5, Block 3, Elliott's Gray's Hill Addition to the City of Sherman, Texas, as per plat of record in Volume 8, Page 49, Plat Records, Grayson County, Texas.

Job No. AGS100425

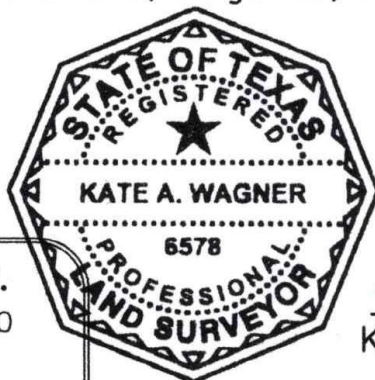
Helvey-Wagner Surveying, Inc.

222 W. Main St., Denison, Texas 75020

Phone (903) 463-6191

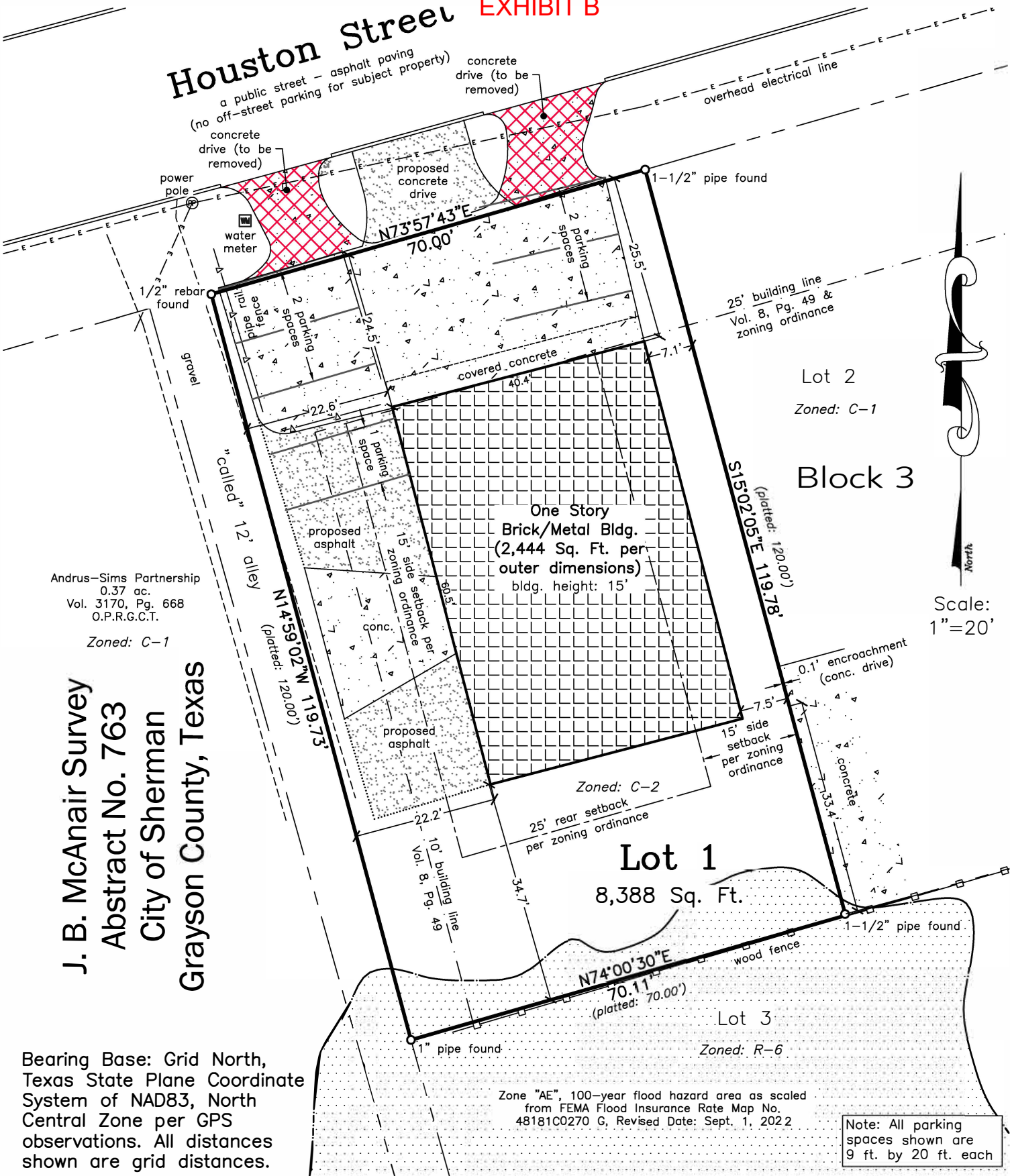
Email: kate@helveywagnersurvey.net

TBPELS Firm Registration No. 10088100



Kate A. Wagner, R. P. L. S. No. 6578
Copyright Date: April 8, 2025

Houston Street EXHIBIT B



J. B. McAnair Survey
Abstract No. 763
City of Sherman
Grayson County, Texas

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

Owner: Laurel Acres LTD
Address: 1410 W. Houston
Sherman, Texas

This survey is for the sole benefit of the Owners Stated hereon and is null and void for any other transaction. Any unauthorized use of this survey without the sole consent of the undersigned surveyor will infringe upon state and federal copyright statutes. Any violation of said statutes will be aggressively pursued.

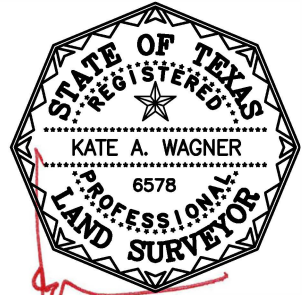
I, Kate A. Wagner, Registered Professional Land Surveyor, do hereby certify that a survey was performed on the ground of the property shown hereinabove and that this survey complies with the current Texas Society of Professional Surveyors Manual of Practice for a Category 1A, Condition 2, TSPS Land Title Survey and is a true and correct representation of the property shown hereon to the best of my knowledge and belief.

Legal Description is as follows: Lot 1, Block 3, of the Replat of Lots 1, 2, 3, 4 and the North 15 Ft. of Lot 5, Block 3, Elliott's Gray's Hill Addition to the City of Sherman, Texas, as per plat of record in Volume 8, Page 49, Plat Records, Grayson County, Texas.

Job No. AGS100425-R

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

Kate A. Wagner, R. P. L. S. No. 6578
Revised Date: May 14, 2025

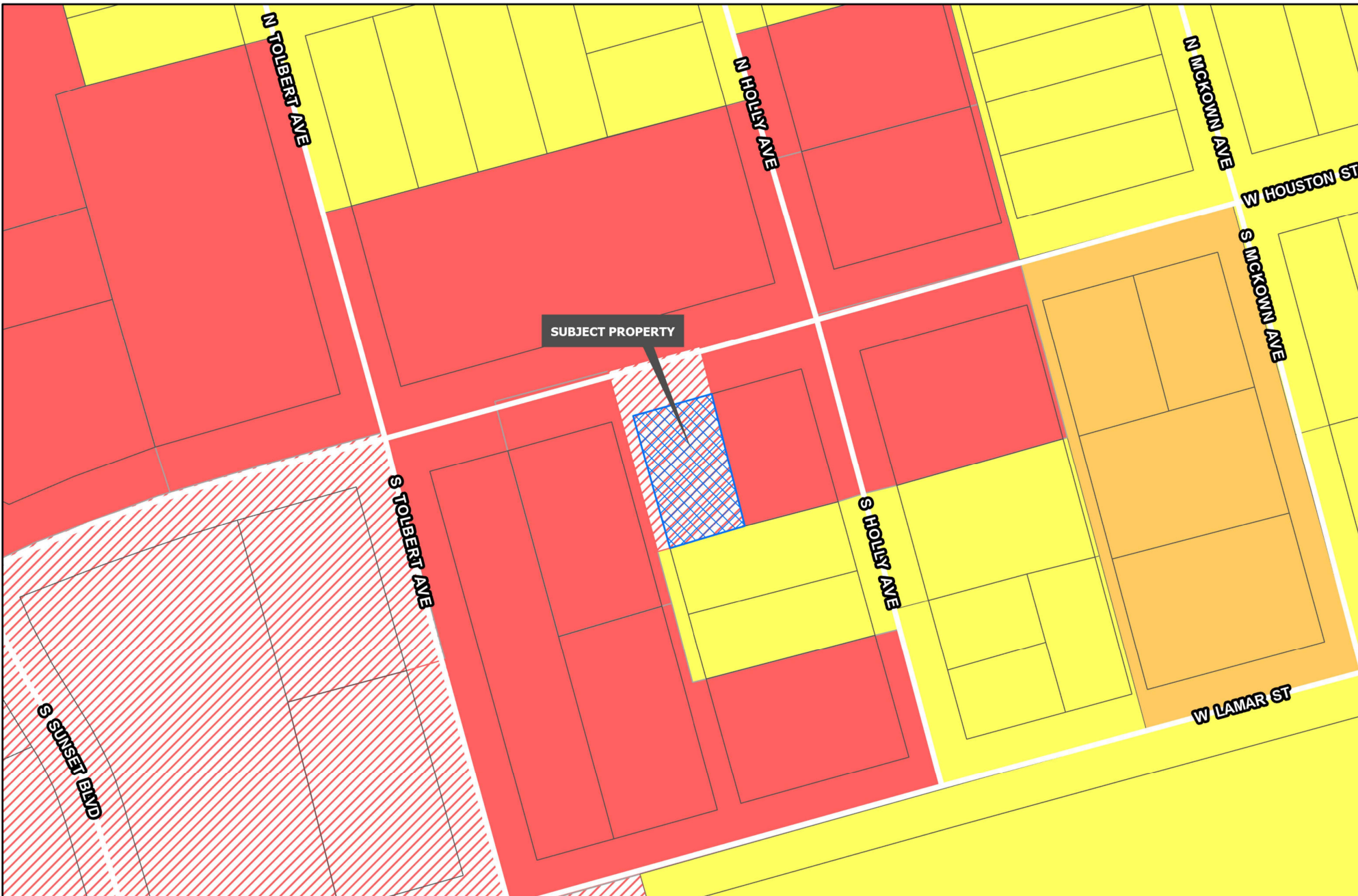


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City of Sherman, Texas
Development Services Department

CITY OF SHERMAN
LOCATION MAP
1410 W HOUSTON ST



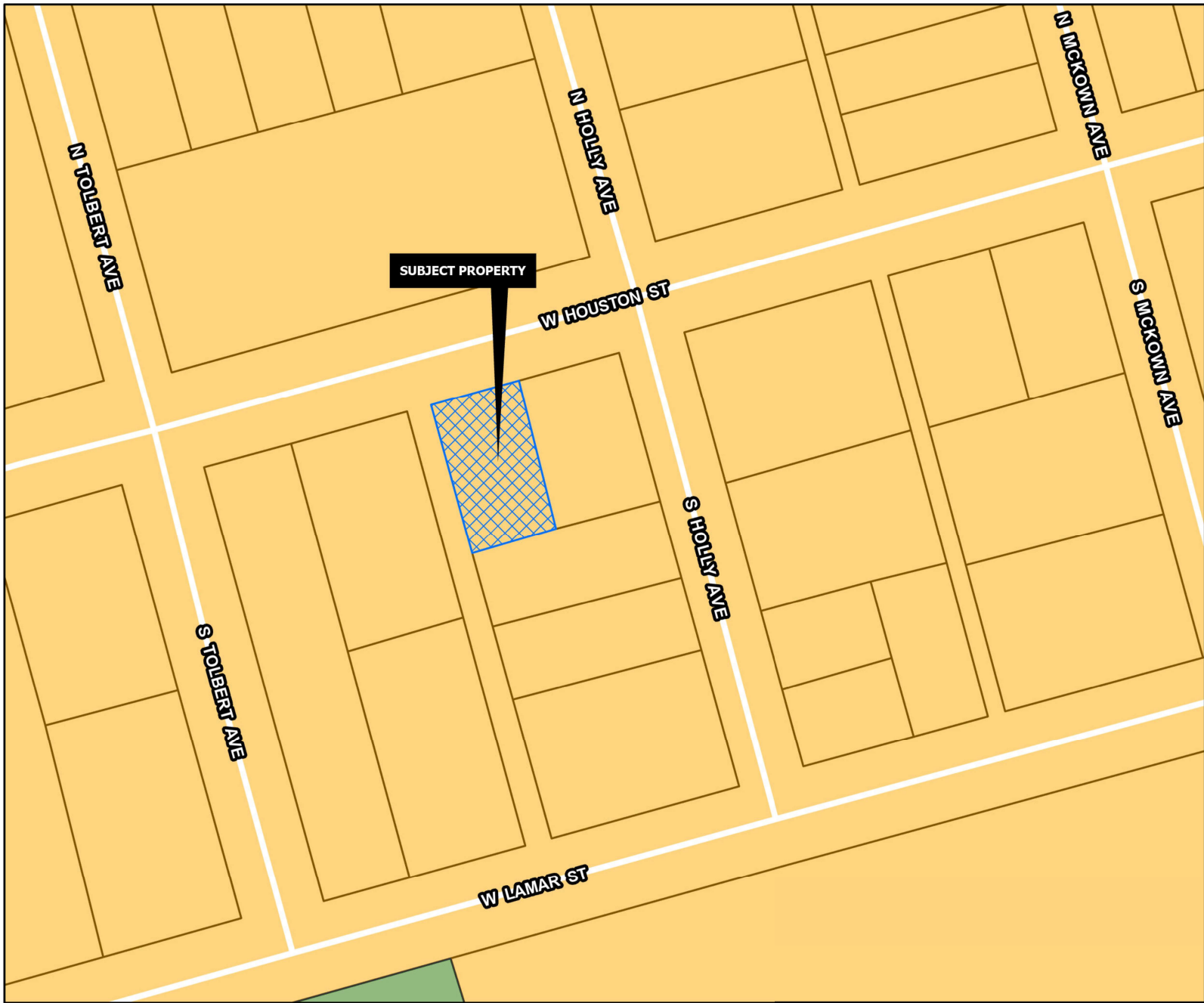
Development Services
Department

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

CITY OF SHERMAN
ZONING MAP
1410 W HOUSTON ST



Date: 5/5/2025 3:39 PM



CORE NEIGHBORHOOD

Intent & Character

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

Appropriate Land Use Types

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

Compatible Zoning Districts

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

Considerations

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



Development Services
Department

Agriculture/Rural

Airport

City Parkland

Community Commercial

Core Neighborhood

Downtown

Regional Commercial

Suburban Neighborhood

Technology Hub

Road Names All

Planning & Zoning

CITY OF SHERMAN
FUTURE LAND USE MAP
1410 W HOUSTON ST



Date: 5/5/2025 3:39 PM

Marlow, Lauren

From: Planning
Subject: RE: 1410 W Houston St

From: Lauren Marlow
Sent: Monday, May 5, 2025 1:44 PM
To: Marlow, Lauren
Subject: 1410 W Houston St

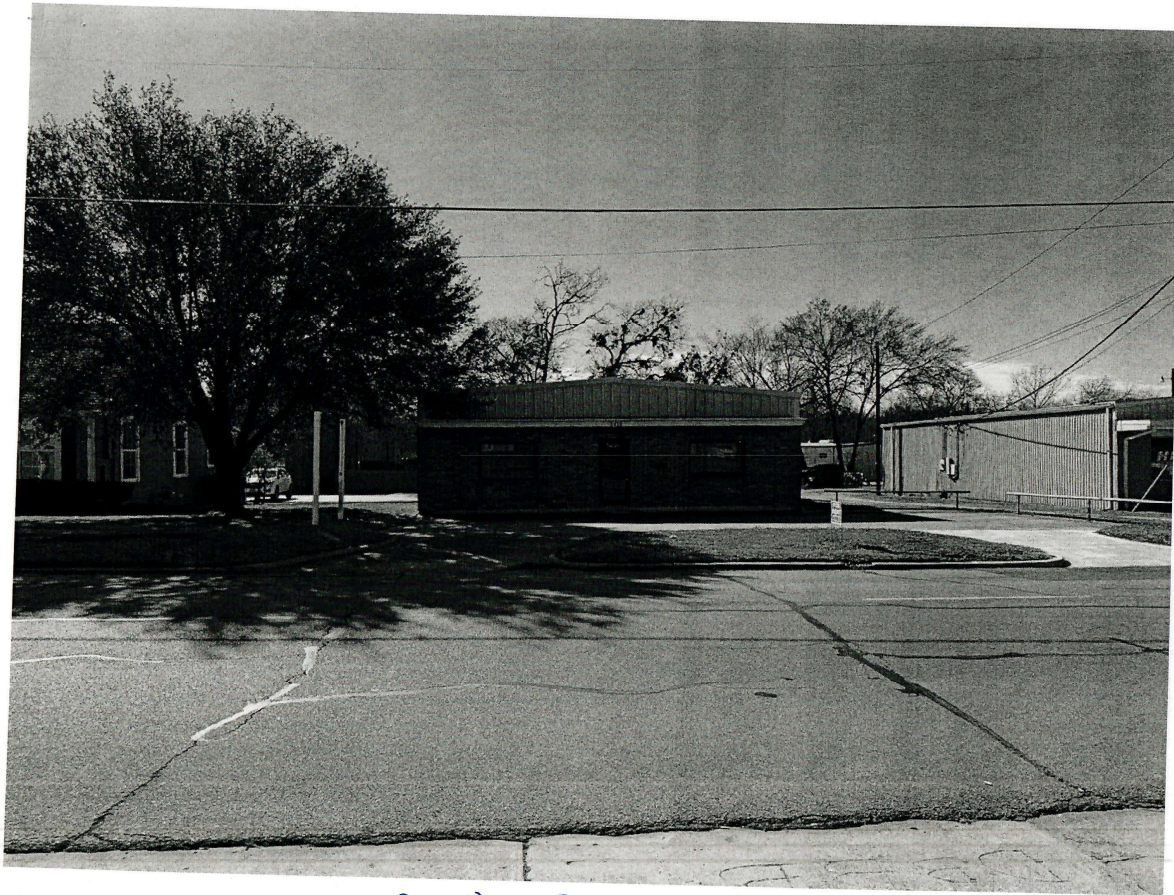


Narrative of why we are requesting a Specific Use Permit for 1410 W. Houston St., Sherman, Texas.

Desire to put in a tire sales and tire repair shop.



West & South Side



North Side



West Side



East Side



City Council Regular Meeting

Agenda Item No. D.4.

Meeting Date: 6/16/2025

Prepared By: Rob Rae, Developmental Services Director

Approved By: Zachary Flores, Acting City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6843

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land consisting of 0.258 acres being part of Lot 30, Block 10, Hare and Randolph's Addition, City Of Sherman, Grayson County, Texas, Located at 712 South Crockett Street, Heretofore MF-30 (Multi Family Residential) District/Heritage Row Historical District Rezoning And Placing The Tract In The R-5 (Single Family Residential) District/ Heritage Row Historical District Zoning Classification, Mary Lee Homan (Owners) and Helvey-Wagner Surveying, Inc. (Surveyors) Providing For A Penalty Not To Exceed \$2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

Issue:

Consideration of a Zone Change for 0.258 acres of land located at 712 South Crockett Street from an MF-30 (Multi Family Residential) District/Heritage Row Historical District to R-5 (Single Family Residential) District/Heritage Row Historical District.

Background:

This is a voluntary zone change.

This change is consistent with the Future Land Use Map and the current practical land uses in the neighborhood.

The property is located at 712 South Crockett Street between West John Blaine and West Tennessee Street. The owner is requesting a Zone Change from an MF-30 (Multi Family Residential) District/Heritage Row Historical District to R-5 (Single Family Residential) District/ Heritage Row Historical District.

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

The following has been approved for this location:

- 11/7/1983 - Certificate of Appropriateness for an accessory building.

Capital Improvement Program:

Origination:

Mary Lee Homan (Owners) and Helvey-Wagner Surveying, Inc. (Surveyors)

Financial Consideration:

None

Staff Recommendation:

The proposed use is compatible with the City of Sherman Comprehensive Plan. Staff recommends that Council approve this item.

Alternatives:

The City Council could deny the request.

Attachments:

1. Ordinance No. 6843
2. Exhibit A - Survey
3. Location Map
4. Zoning Map
5. Future Landuse Map
6. Property Notification Sign

ORDINANCE NO. 6843

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, TO REZONE A TRACT OF LAND CONSISTING OF 0.258 ACRES BEING PART OF LOT 30, BLOCK 10, HARE AND RANDOLPH'S ADDITION, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED AT 712 SOUTH CROCKETT STREET, HERETOFORE MF-30 (MULTI FAMILY RESIDENTIAL) DISTRICT/HERITAGE ROW HISTORICAL DISTRICT REZONING AND PLACING THE TRACT IN THE R-5 (SINGLE FAMILY RESIDENTIAL) DISTRICT/ HERITAGE ROW HISTORICAL DISTRICT ZONING CLASSIFICATION, MARY LEE HOMAN (OWNERS) AND HELVEY-WAGNER SURVEYING, INC. (SURVEYORS) PROVIDING FOR A PENALTY NOT TO EXCEED \$2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW

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

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

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

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

SECTION 1. That, from and after the effective date of this Ordinance, the property described in **Exhibit A – Survey and Legal Description**, attached hereto, located at 712 South Crockett Street and all streets, roads and alleyways contiguous and/or adjacent thereto, shall be rezoned and placed in the R-5 (Single Family Residential) District/Heritage Row Historical District Zoning, and that Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14, is hereby amended so as to hereafter include such property.

SECTION 2. That this Ordinance shall be entered upon the Official Zoning Map as provided in Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14, Section 14.01.002.

SECTION 3. That no person shall acquire any vested interest in this Ordinance or in any other specific regulations contained herein. Any portion of this Ordinance may be repealed or amended by the City Council in the manner provided for by law.

SECTION 4. That it shall be unlawful for any person to make use of the Property in some manner other than as authorized by this Ordinance, and it shall be unlawful for any person to construct on the Property any building that is not in conformity with the permissible uses under this Ordinance. Any person violating any provision of this Ordinance or the General Zoning Ordinance, as they exist or may be amended, shall be deemed guilty of a misdemeanor, and on conviction thereof, shall be fined in an amount not exceeding TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00). A violation of any provision of this Ordinance shall constitute a separate violation for each calendar day in which it occurs. The penal provisions imposed under this Ordinance shall not preclude the City from filing suit to enjoin the violation. The City retains all legal rights and remedies available to it pursuant to local, state, and federal law.

SECTION 5. That the Zoning Ordinance shall remain in full force and effect, save and except as amended by this or any other ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict, but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the Ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 6. That in the event any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional and/or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, regardless of whether any one or more sections, subsections, sentences, clauses or phrases is declared unconstitutional and/or invalid.

SECTION 7. That it is hereby officially found and determined that the meetings at which this Ordinance was introduced and passed were open to the public and that public notice of the time, place and purpose of said meetings were given all as required by law.

SECTION 8. That this Ordinance shall become effective from and after its adoption and publication as required by law and the City Charter.

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

INTRODUCED on this the 16th day of June 2025.

ADOPTED on this the 16th day of June 2025.

EFFECTIVE DATE on this the 16th day of June 2025.

CITY OF SHERMAN, TEXAS

BY: _____
SHAWN TEAMANN, MAYOR

ATTEST:

BY: _____
LEAH ROBERTS
EXECUTIVE DIRECTOR OF ADMINISTRATOR
ACTING CITY CLERK

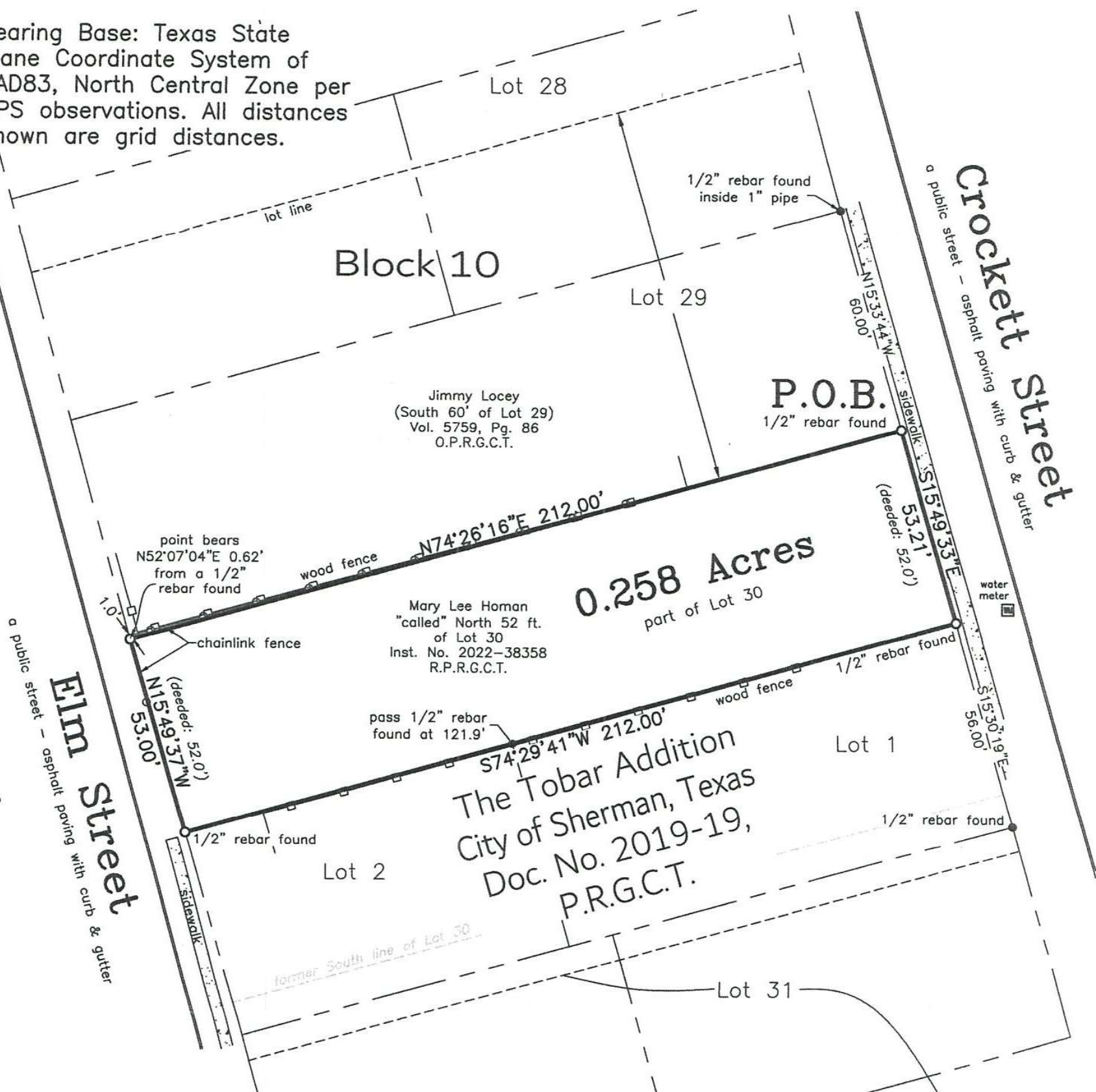
APPROVED AS TO FORM:
THE LAW FIRM OF ABERNATHY,
ROEDER, BOYD & HULLETT, P.C.

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

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



Scale:
1"=40'



Owner: Mary Homan
Address: 712 S. Crockett Street
Sherman, Texas

This survey is for the sole benefit of the Owners Stated hereon and is null and void for any other transaction. Any unauthorized use of this survey without the sole consent of the undersigned surveyor will infringe upon state and federal copyright statutes. Any violation of said statutes will be aggressively pursued.

I, Kate A. Wagner, Registered Professional Land Surveyor, do hereby certify that a survey was performed on the ground of the property shown hereinabove and that this survey complies with the current Texas Society of Professional Surveyors Manual of Practice for a Category 1A, Condition 3, TSPS Land Title Survey and is a true and correct representation of the property shown hereon to the best of my knowledge and belief.

Legal Description is as follows: Part of Lot 30, Block 10, Hare and Randolph's Addition to the City of Sherman, Texas, as per plat of record in Volume "U", Page 425, Deed Records, Grayson County, Texas. Field Notes attached herewith.

The subject property shown hereon does not lie within the limits of any designated 100-year Flood Hazard Areas, as shown on the "FEMA" Flood Insurance Rate Map for Grayson County, Texas, Map No. 48181C0290 G, Revised Date: September 1, 2022.

Note: Boundary Survey only and no improvements were located except as shown.
Survey done without the benefit of a title commitment.

Job No. AGS240325

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

Kate A. Wagner, R. P. L. S. No. 6578
Copyright Date: March 11, 2025

Helvey-Wagner Surveying, Inc.

222 West Main Street · Denison, Texas 75020

Ph: (903) 463-6191 · Email: kate@helveywagnersurvey.net

Texas Board of Engineers and Land Surveyors Firm Registration No. 10088100

Billy F. Helvey, RPLS No. 4488 – Kate A. Wagner, RPLS No. 6578

FIELD NOTES

0.258 Acres

SITUATED in the City of Sherman, County of Grayson, State of Texas, and being a part of the Samuel Blagg Survey, Abstract No. 56 and being a part of Lot 30, Block 10, Hare and Randolph's Addition to the City of Sherman, Texas as per plat of record in Volume "U", Page 425, Deed Records, Grayson County, Texas, and being the same tract of land referred to as the "called" North 52 ft. of said Lot 30 conveyed by Special Warranty Deed from Janet Batjer, Independent Executor of the Estate of Richard Alden Wright to Mary Lee Homan on December 1, 2022 and recorded in Inst. No. 2022-38358, Real Property Records, Grayson County, Texas and being more particularly described as follows, to-wit;

BEGINNING at a ½ inch rebar found in the West line of Crockett Street, a public street, at the Southeast corner of both the Jimmy Locey tract of land conveyed in Volume 5759, Page 86, Official Public Records, Grayson County, Texas and Lot 29, said Block 10 and the Northeast corner of both said Lot 30 and Homan tract, **FROM** which a ½ inch rebar found inside a 1 inch pipe at the Northeast corner of said Locey tract bears North 15 deg. 33 min. 44 sec. West, 60.00 ft.;

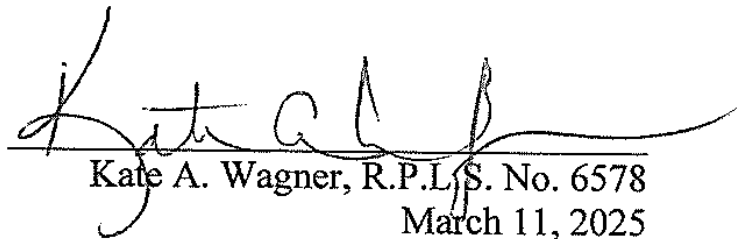
THENCE South 15 deg. 49 min. 33 sec. East, with the West line of said Crockett Street and the East line of said Lot 30, a distance of 53.21 ft. to a ½ inch rebar found at the Northeast corner of Lot 1, The Tobar Addition to the City of Sherman, Texas as per plat of record in Doc. No. 2019-19, Plat Records, Grayson County, Texas and the recognized Southeast corner of said Homan tract, **FROM** which a ½ inch rebar found at the Southeast corner of said Lot 1, The Tobar Addition bears South 15 deg. 30 min. 19 sec. East, 56.00 ft.;

THENCE South 74 deg. 29 min. 41 sec. West, with the North line of said Lot 1, The Tobar Addition, passing a ½ inch rebar found at the Northwest corner of said Lot 1 and the Northeast corner of Lot 2, said The Tobar Addition at 121.9 ft., continuing for a total distance of 212.00 ft. to a ½ inch rebar found at the Northwest corner of said Lot 2, The Tobar Addition and the recognized Southwest corner of said Homan tract, lying in the East line of Elm Street, a public street;

THENCE North 15 deg. 49 min. 37 sec. West, with the East line of said Elm Street and the West line of said Lot 30, a distance of 53.00 ft. to a point at the Southwest corner of said Locey tract and the Northwest corner of said Homan tract, **SAID** point bears North 52 deg. 07 min. 04 sec. East, 0.62 ft. from a ½ inch rebar found;

THENCE North 74 deg. 26 min. 16 sec. East, with the South line of said Locey tract and the North line of said Homan tract, a distance of 212.00 ft. to the **PLACE OF BEGINNING** and containing **0.258 ACRES** of land.




Kate A. Wagner, R.P.L.S. No. 6578
March 11, 2025



diagrone H3\PLANNING\Public Notification KT.aprx

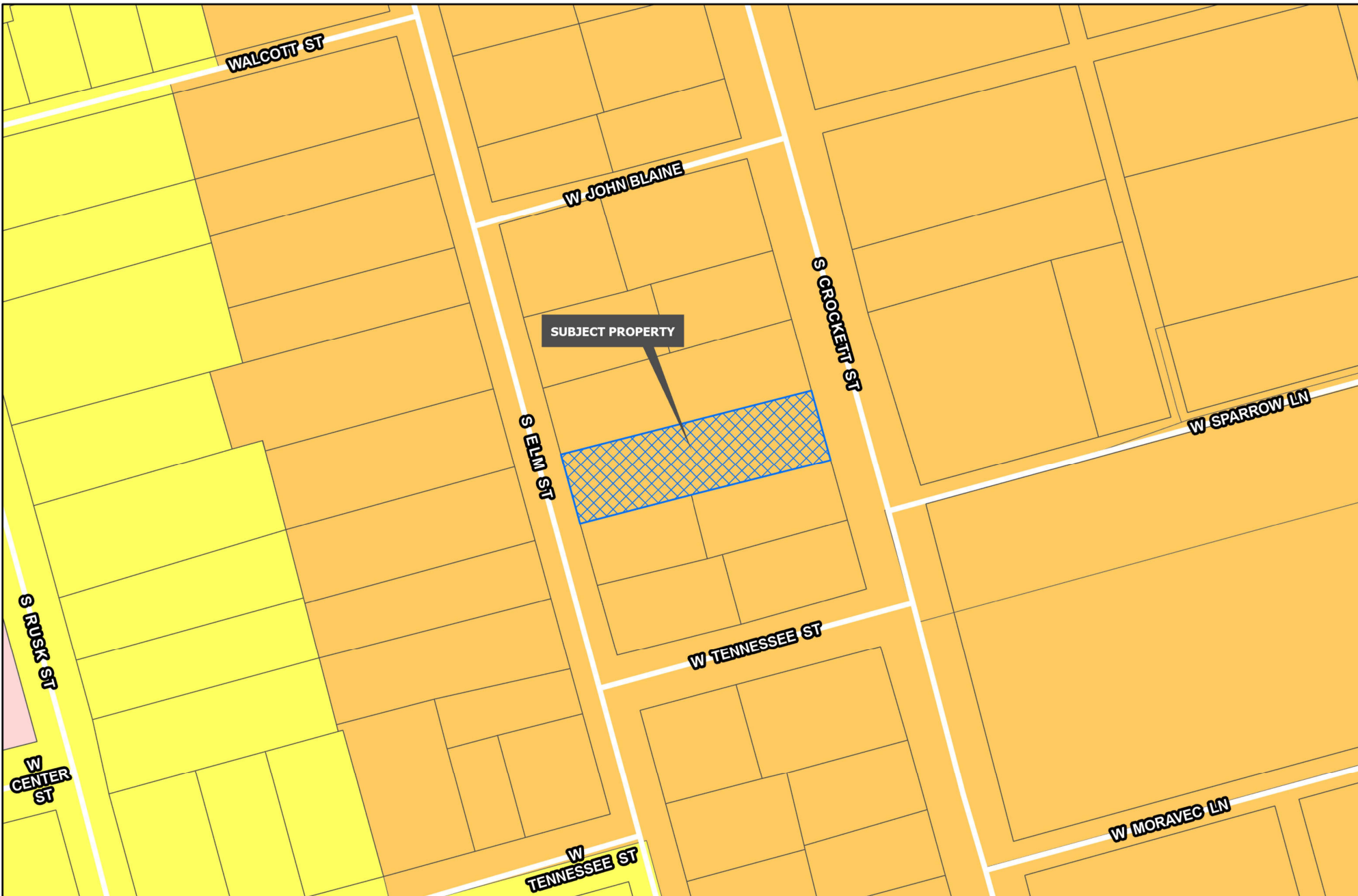


City of Sherman, Texas
Development Services Department

CITY OF SHERMAN
LOCATION MAP
712 S CROCKETT ST



Date: 5/5/2025 3:39 PM



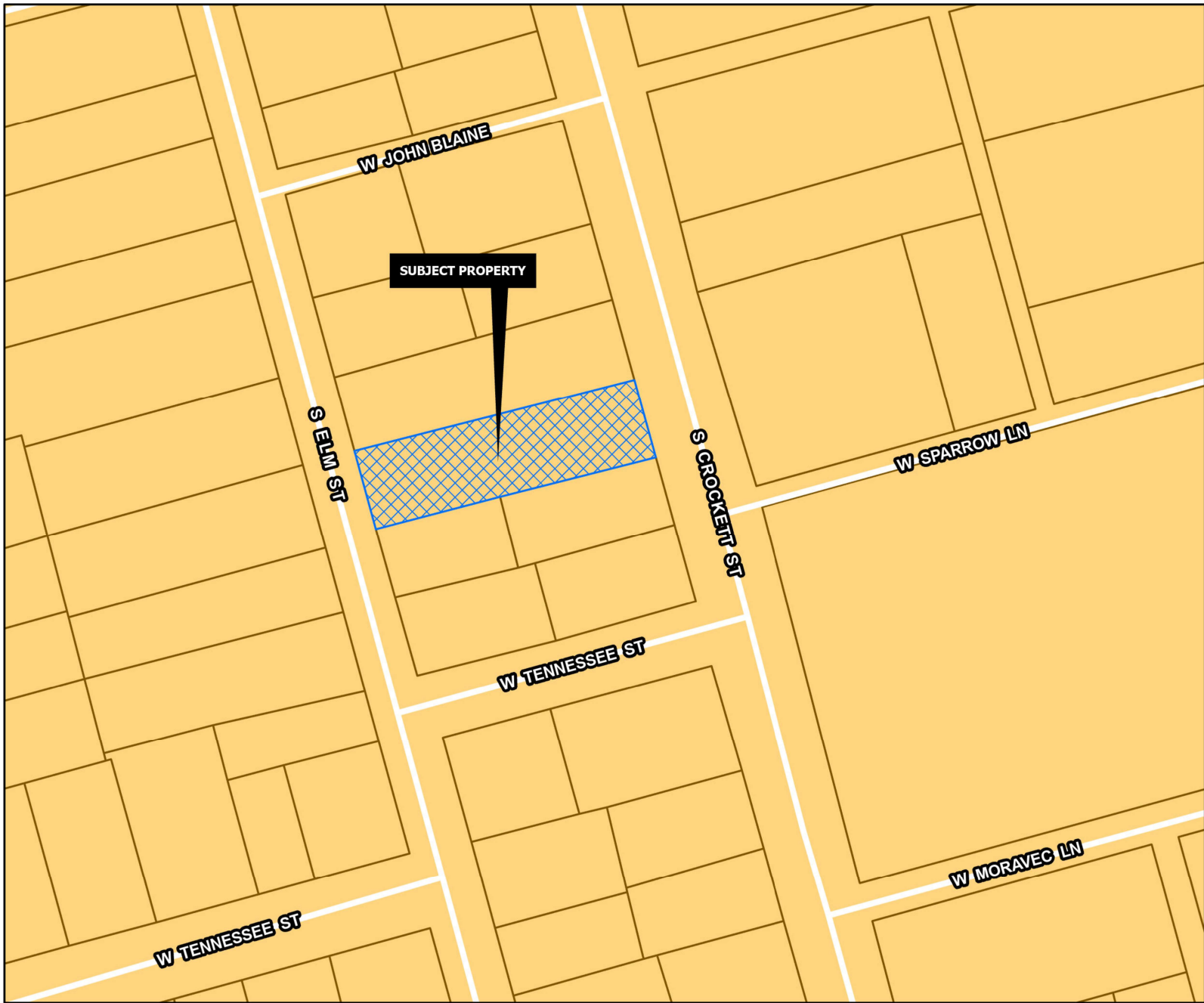
Development Services
Department

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

CITY OF SHERMAN
ZONING MAP
712 S CROCKETT ST



Date: 5/5/2025 3:39 PM



CORE NEIGHBORHOOD

Intent & Character

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

Appropriate Land Use Types

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

Compatible Zoning Districts

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

Considerations

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



Development Services
Department

Agriculture/Rural

Airport

City Parkland

Community Commercial

Core Neighborhood

Downtown

Regional Commercial

Suburban Neighborhood

Technology Hub

Road Names All

Planning & Zoning

CITY OF SHERMAN
FUTURE LAND USE MAP
712 S CROCKETT ST



Date: 5/5/2025 3:39 PM



Sherman
CONSULTING GROUP, INC.

**NOTICE OF
PROPOSED ZONING
CHANGE**

PROJECT #: 000012-2025

Planning & Zoning Map

FOR MORE INFORMATION CONTACT:
SHERMAN CONSULTING GROUP, INC.
800-460-7328



City Council Regular Meeting

Agenda Item No. D.5.

Meeting Date: 6/16/2025

Prepared By: Rob Rae, Developmental Services Director

Approved By: Zachary Flores, Acting City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6844

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land consisting of 0.207 acres being a part of the J.B. McAnair Survey, Abstract No. 763 and being a part of Lot 1, Block 6, G.W. Bond's Supplement No. 2, City Of Sherman, Grayson County, Texas, Located at 314 East Brockett Street, Heretofore R-6 (Single Family Residential) District/College Park Overlay District Rezoning And Placing The Tract In The R-2F (Duplex Residential) District/College Park Overlay District Zoning Classification, Garland Sunset, LLC (Owner) and Helvey-Wagner Surveying, Inc. (Surveyor) Providing For A Penalty Not To Exceed \$2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

Issue:

Consideration of a Zone Change for 0.207 acres of land located at 314 East Brockett Street from an R-6 (Single Family Residential) District/College Park Overlay District to a R-2F (Duplex Residential) District/College Park Overlay District.

Background:

The property is located at 314 East Brockett Street near the corner of East Brockett Street and North Branch Street. The owner is requesting a Zone Change from an R-6 (Single Family Residential) District/College Park Overlay District to a R-2F (Duplex Residential) District/College Park Overlay District. The owner would like to plat the property into 1 lot for residential development.

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

The following has been approved for this location:

- 4/25/2025 - Preliminary Plat of Brockett Baig Addition, Lot 1R, Block 6. (Conditionally Approved)

Capital Improvement Program:

Origination:

Garland Sunset, LLC (Owner) and Helvey-Wagner Surveying, Inc. (Surveyor)

Financial Consideration:

None

Staff Recommendation:

The proposed use is compatible with the City of Sherman Comprehensive Plan. Staff has no objection to the approval of this request.

Alternatives:

The City Council could deny the request.

Attachments:

1. Ordinance No. 6844
2. Exhibit A - Survey
3. Location Map
4. Zoning Map
5. Future Landuse Map
6. Property Notification Sign
7. Narrative
8. Site Plan

ORDINANCE NO. 6844

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, TO REZONE A TRACT OF LAND CONSISTING OF 0.207 ACRES BEING A PART OF THE J.B. MCANAIR SURVEY, ABSTRACT NO. 763 AND BEING A PART OF LOT 1, BLOCK 6, G.W. BOND'S SUPPLEMENT NO. 2, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED AT 314 EAST BROCKETT STREET, HERETOFORE R-6 (SINGLE FAMILY RESIDENTIAL) DISTRICT/COLLEGE PARK OVERLAY DISTRICT REZONING AND PLACING THE TRACT IN THE R-2F (DUPLEX RESIDENTIAL) DISTRICT/COLLEGE PARK OVERLAY DISTRICT ZONING CLASSIFICATION, GARLAND SUNSET, LLC (OWNER) AND HELVEY-WAGNER SURVEYING, INC. (SURVEYOR) PROVIDING FOR A PENALTY NOT TO EXCEED \$2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW

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

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

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

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

SECTION 1. That, from and after the effective date of this Ordinance, the property described in **Exhibit A – Survey and Legal Description**, attached hereto, located at 314 East Brockett Street, all streets, roads and alleyways contiguous and/or adjacent thereto, shall be rezoned and placed in the R-2F (Duplex Residential) District/College Park Overlay District Zoning, and that Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14, is hereby amended so as to hereafter include such property.

SECTION 2. That this Ordinance shall be entered upon the Official Zoning Map as provided in Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14, Section 14.01.002.

SECTION 3. That no person shall acquire any vested interest in this Ordinance or in any other specific regulations contained herein. Any portion of this Ordinance may be repealed or amended by the City Council in the manner provided for by law.

SECTION 4. That it shall be unlawful for any person to make use of the Property in some manner other than as authorized by this Ordinance, and it shall be unlawful for any person to construct on the Property any building that is not in conformity with the permissible uses under this Ordinance. Any person violating any provision of this Ordinance or the General Zoning Ordinance, as they exist or may be amended, shall be deemed guilty of a misdemeanor, and on conviction thereof, shall be fined in an amount not exceeding TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00). A violation of any provision of this Ordinance shall constitute a separate violation for each calendar day in which it occurs. The penal provisions imposed under this Ordinance shall not preclude the City from filing suit to enjoin the violation. The City retains all legal rights and remedies available to it pursuant to local, state, and federal law.

SECTION 5. That the Zoning Ordinance shall remain in full force and effect, save and except as amended by this or any other ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict, but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the Ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 6. That in the event any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional and/or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, regardless of whether any one or more sections, subsections, sentences, clauses or phrases is declared unconstitutional and/or invalid.

SECTION 7. That it is hereby officially found and determined that the meetings at which this Ordinance was introduced and passed were open to the public and that public notice of the time, place and purpose of said meetings were given all as required by law.

SECTION 8. That this Ordinance shall become effective from and after its adoption and publication as required by law and the City Charter.

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

INTRODUCED on this the 16th day of June 2025.

ADOPTED on this the 16th day of June 2025.

EFFECTIVE DATE on this the 16th day of June 2025.

CITY OF SHERMAN, TEXAS

BY: _____
SHAWN TEAMANN, MAYOR

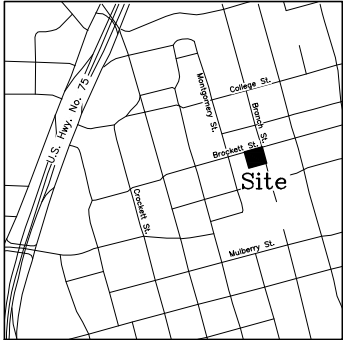
ATTEST:

BY: _____
LEAH ROBERTS
EXECUTIVE DIRECTOR OF ADMINISTRATION
ACTING CITY CLERK

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

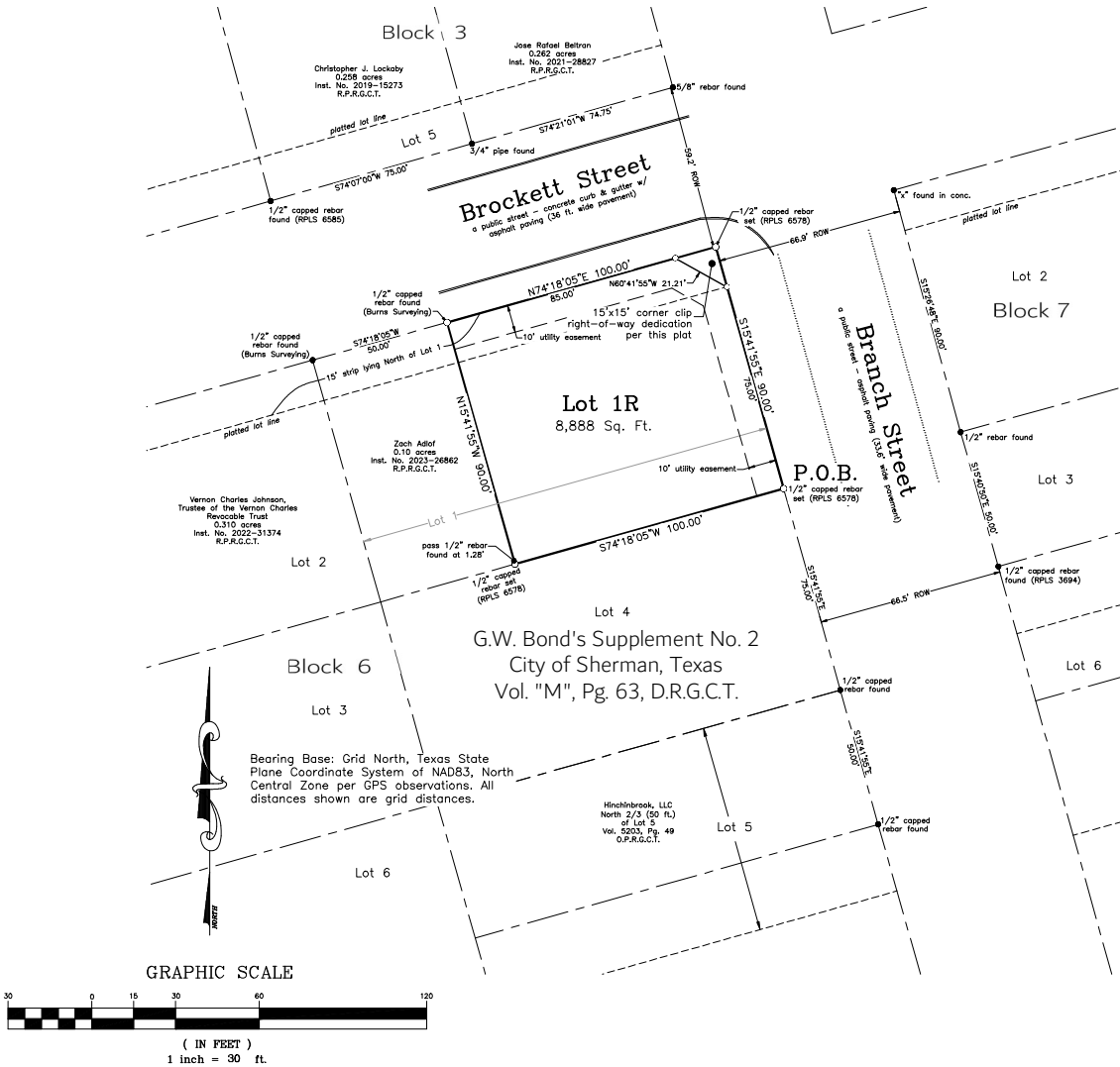
BY: _____
RYAN PITTMAN, CITY ATTORNEY

Vicinity Map
(not to scale)



General Notes:

1. Water Supply to be provided by City of Sherman.
2. Sewer service to be provided by City of Sherman.
3. Electrical service is provided by Oncor Electric Delivery.
4. Blocking the flow of water or construction of improvements in drainage easements, and filling or obstruction of the floodway is prohibited.
5. Any existing creeks or drainage channels traversing along or across the addition will remain as open channels and will be maintained by the individual owners of the lot or lots that are traversed by or adjacent to the drainage courses along or across said lots.
6. The City of Sherman will not be responsible for the maintenance and operation of said drainage ways or for the control of erosion.
7. The property shown on the plat hereon lies within a Zone "X" (areas determined to be outside 500-year floodplain) Designation, as shown on the Flood Insurance Rate Map for Grayson County, Texas and Incorporated Areas, Map No. 48181C0290 G, Revised Date: September 1, 2022.
8. Neither the City of Sherman nor the undersigned surveyor will be responsible for any damage, personal injury, or loss of life or property occasioned by flooding or flooding conditions.
9. The owners and builders must comply with all other state and federal regulations regarding developments of this type.



LEGAL DESCRIPTION

SITUATED in the City of Sherman, County of Grayson, State of Texas, being a part of the J.B. McAnair Survey, Abstract No. 763 and being a part of Lot 1, Block 6, G.W. Bond's Supplement No. 2, an addition to the City of Sherman, Texas as per plat of record in Volume "M", Page 63, Deed Records, Grayson County, Texas and an adjacent 15 ft. strip lying North of said Lot 1, being the same property conveyed as the "East 100 ft. by 90 ft. of said Lot 1, Block 6" by General Warranty Deed from Dwight Mitchell Kimmons, Melvelene Denise Kimmons and Tracy Kimmons Crooms to Garland Sunset, LLC on September 8, 2022 as recorded in Inst. No. 2022-30750, Real Property Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows, to-wit:

BEGINNING at a 1/2 inch capped rebar set, stamped "RPLS 6578" at the Southeast corner of both said Lot 1 and the herein described tract and the Northeast corner of Lot 4, said Block 6, lying in the West line of Branch Street, a public street, FROM which a 1/2 inch capped rebar found at the Southeast corner of said Lot 4 bears South 15 deg. 41 min. 55 sec. East, 75.00 ft.;

THENCE South 74 deg. 18 min. 05 sec. West, with the North line of said Lot 4 and the South line of said Lot 1, a distance of 100.00 ft. to a 1/2 inch capped rebar set, stamped "RPLS 6578" at the Southeast corner of the 0.10 acre tract of land conveyed to Zach Adolf in Inst. No. 2023-26862, said Real Property Records and the Southwest corner of the herein described tract;

THENCE North 15 deg. 41 min. 55 sec. West, with the East line of said Adolf 0.10 ac., over and across said Lot 1, passing the North line thereof and continuing for a total distance of 90.00 ft. to a 1/2 inch capped rebar found (Burns Surveying) at the Northeast corner of said Adolf 0.10 ac. and the Northwest corner of the herein described tract, lying in the monumented South right-of-way line of Brockett Street, a public street, FROM which a 1/2 inch capped rebar found (Burns Surveying) at the Northwest corner of said Adolf 0.10 ac. bears South 74 deg. 18 min. 05 sec. West, 50.00 ft.;

THENCE North 74 deg. 18 min. 05 sec. East, with the monumented South right-of-way line of said Brockett Street and the North line of said 15 ft. strip, a distance of 100.00 ft. to a 1/2 inch capped rebar set, stamped "RPLS 6578" at the intersection of the monumented South right-of-way line of said Brockett Street, with the West right-of-way line of said Branch Street, at the Northeast corner of the herein described tract;

THENCE South 15 deg. 41 min. 55 sec. East, with the West right-of-way line of said Branch Street, passing the Northeast corner of said Lot 1 and continuing for a total distance of 90.00 ft. to the **PLACE OF BEGINNING** and containing **0.207 ACRES** of land.

KNOW ALL MEN BY THESE PRESENTS:

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

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



Owner:
Garland Sunset, LLC
2104 Bois D Arc Drive
Sherman, Texas 75092

SURVEYOR

Helvey-Wagner Surveying, Inc.
222 W. Main St., Denison, Texas 75020
Phone (803) 463-6191
Email: kate@helvewagnersurvey.net
TBPELS Firm Registration No. 10088100

STATE OF TEXAS
COUNTY OF GRAYSON

I, Garland Sunset, LLC, sole owners of Brackett Baig Addition to the City of Sherman, Texas, do hereby dedicate the streets, easements, alleys, rights-of-way, parks, school sites and other public places shown hereon to the public use forever.

Representative of Sunset Garland, LLC

Printed Name: Mirza Baig

AVIGATION RELEASE

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Garland Sunset, LLC, hereinafter called OWNERS, are the owners of a certain parcel of land situated in the City of Sherman, Grayson County, Texas, being more particularly described in this plat.

OWNERS do hereby waive, release, remise, quit claim and forever hold harmless the City of Sherman, Texas, a home-rule municipality, hereinafter called CITY, and the Sherman Municipal Airport, hereinafter called AIRPORT, and their respective successors and assigns, of and from any and all claims for damages of any kind that OWNER may now have or may hereinafter have in the future by reason of the passage of any and all aircraft ("aircraft" being defined for the purpose of this instrument as any contrivance now known or hereinafter invented, including but not limited to jet, propeller-driven, civil, military, experimental or commercial aircraft and helicopters, regardless of existing or future noise levels, designed or used for the purpose of transporting persons or property through the air, by whoever owned or operated), in the airspace over OWNER's property. Such release shall include, but not be limited to, any damages to OWNER'S property, such as noise, vibration, fumes, dust, fuel and lubricant particles, and all other effects that may be caused by the operation of aircraft landing at, taking off from, operating at or on, or being maintained at the Sherman Municipal Airport, whether such claim be for injury or death to person or persons or damages to or taking of property.

This Release shall be binding upon OWNER and OWNER'S successors, heirs, executors, administrators and assigns, and shall be a covenant running with the land.

Executed this _____ day of _____, AD, 2025.

Representative of Sunset Garland, LLC

Printed Name: Mirza Baig

Before me the undersigned, a notary public in and for said County and State, on this day personally appeared Mirza Baig, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

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

Notary Public, Grayson County, Texas

CITY ACCEPTANCE



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

Chairman

Secretary

Final Replat

Lot 1R, Block 6

Brockett Baig Addition

Being a Replat of part of Lot 1, Block 6

and adjacent 15 ft. strip of

G.W. Bond's Supplement No. 2

to the

City of Sherman

Grayson County, Texas

0.207 Acres

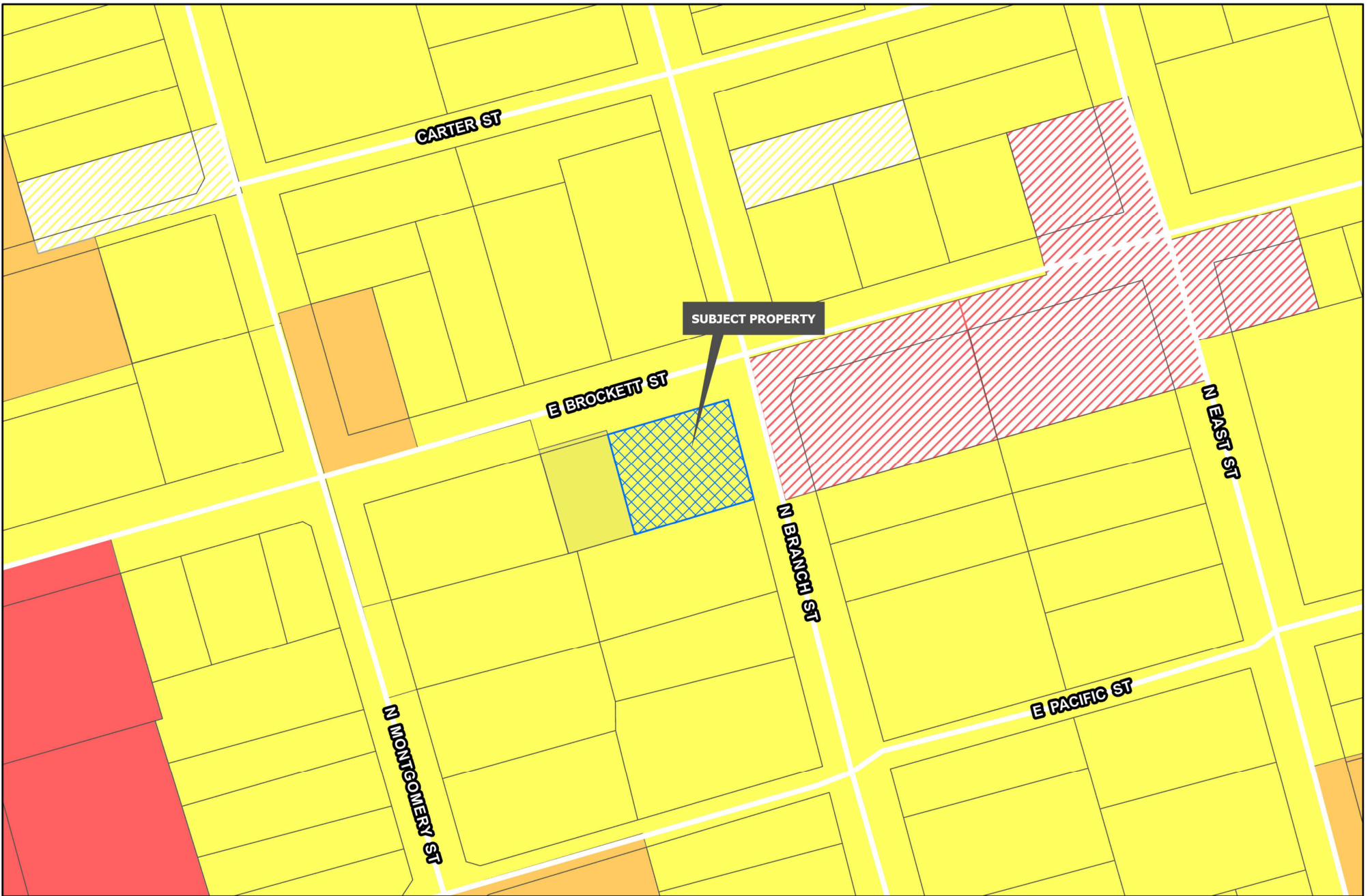
in the

J.B. McAnair Survey

Abstract No. 763

DATE OF PREPARATION: APRIL 17, 2025

JOB No. CGS330325



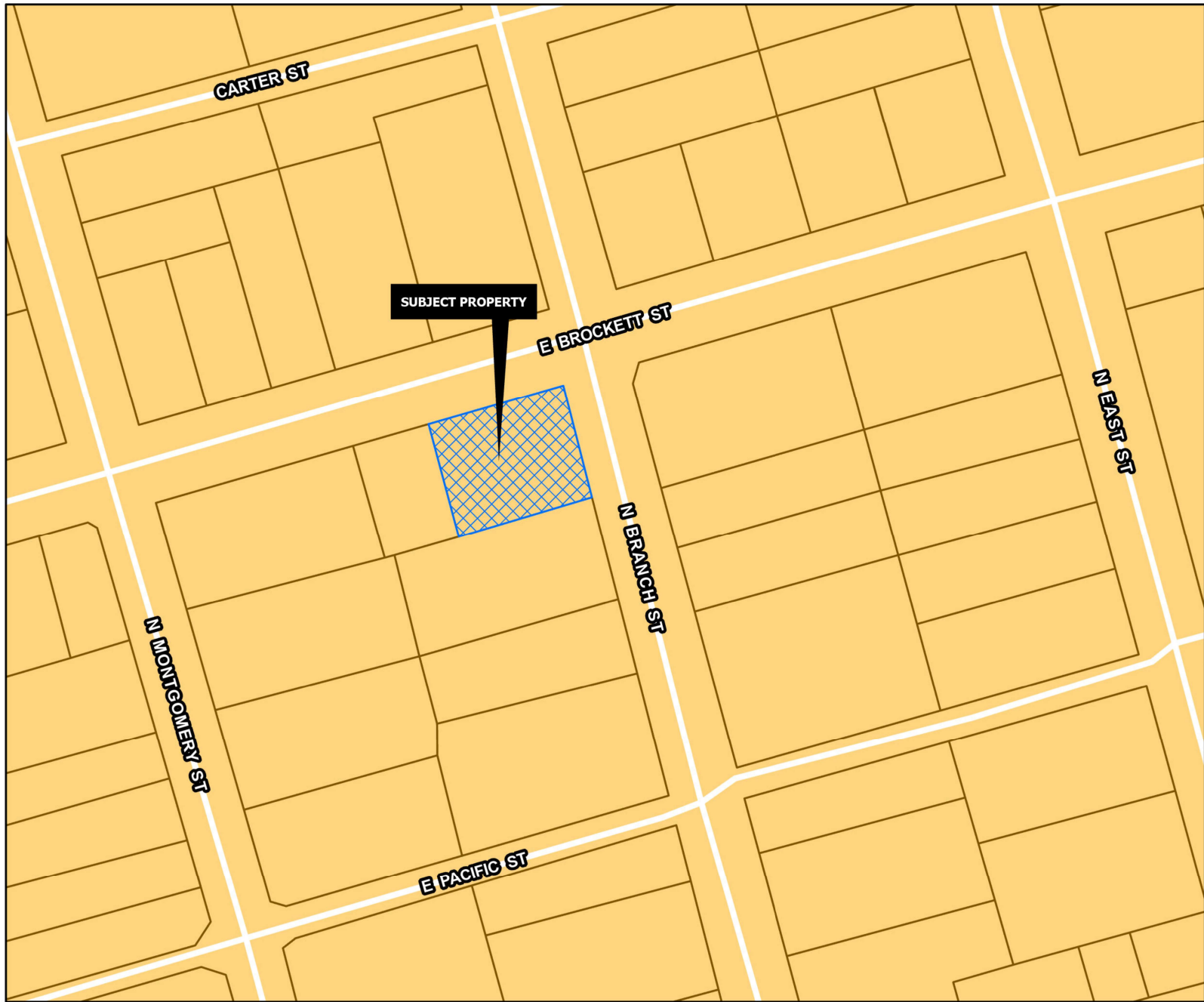
Development Services
Department

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

CITY OF SHERMAN
ZONING MAP
314 E BROCKETT ST



Date: 5/6/2025 9:27 AM



CORE NEIGHBORHOOD

Intent & Character

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

Appropriate Land Use Types

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

Compatible Zoning Districts

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

Considerations

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



Development Services
Department

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

CITY OF SHERMAN
FUTURE LAND USE MAP
314 E BROCKETT ST







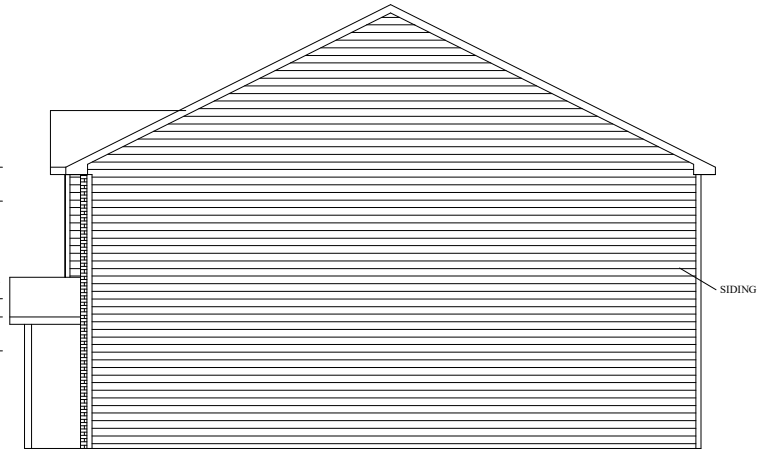
Sherman
NOTICE OF
PROPOSED ZONING
CHANGE
PROPOSED BY: 050211-2025
FOR THE CITY OF SHERMAN, TEXAS
CITY CLERK: JENNIFER L. GIBSON
CITY CLERK'S OFFICE
100 N. GILBERT ST.
SHERMAN, TX 79150

Project Narrative for 314 E. Brockett

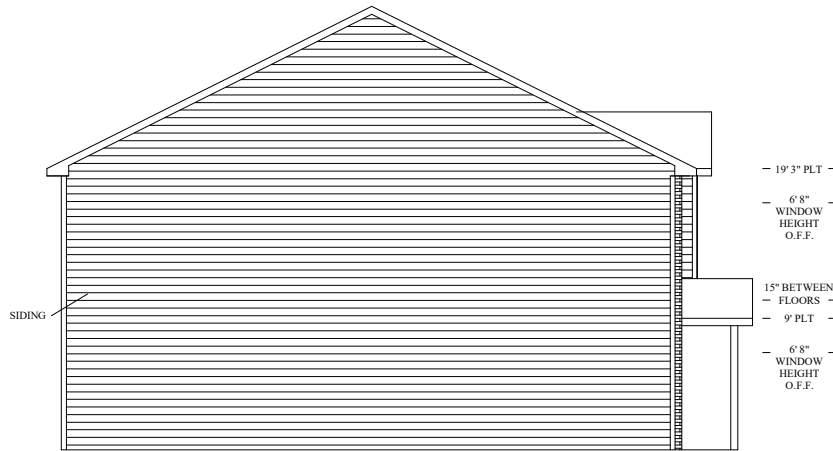
The owner wants to build a duplex with 1553 square footage per unit, on the vacant property and has a preliminary plan conditionally approved.



FRONT ELEVATION



RIGHT ELEVATION



LEFT ELEVATION



BACK ELEVATION

PROPOSED ELEVATION PLAN

ROGER BAIGG

314 E. BROCKETT
SHERMAN, TEXAS

D2LDESIGNS@YAHOO.COM

DATE
04/09/25

SHEET
ELEVATION

SCALE
1/4" = 1'

STANDARD NOTES:

- OWNER & CONTRACTOR TO REVIEW AND APPROVE ALL PLANS PRIOR TO CONSTRUCTION.
- CONTRACTOR TO VERIFY AND SPECIFY ALL MATERIALS USED FOR CONSTRUCTION.
- CONTRACTOR AND MATERIAL SUPPLIER'S ENGINEER TO EITHER CONFIRM ALL SIZING IS ADEQUATE TO ACCOMMODATE THEIR MATERIAL LOADS AND SPANS, OR CONSULT A STRUCTURAL ENGINEER.
- CONTRACTOR AND SUPPLIER MUST CONTACT DESIGNER IF THEY NEED TO MAKE ANY CHANGES. DESIGNER IS NOT RESPONSIBLE FOR ANY MATERIAL RELATED ISSUES.
- BLOCK ALL BATHROOMS FOR FUTURE GRAB BARS.
- DUPLEX TO BE BUILT BY DIMENSIONS WITH LINES, NOT BY DIMENSIONS ON ROOM LABELS.
- DUPLEX TO BE BUILT PER THE 2021 ICC BUILDING CODES AND THE 2023 NATIONAL ELECTRICAL CODE.
- IF A DOOR OR WINDOW IS NOT DIMENSIONED, IT IS EITHER 6" OFF A WALL OR CENTERED IN A WALL.
- ALL WALLS ARE 2X4, UNLESS NOTED OTHERWISE.
- ALL CEILINGS ARE 9' TALL UNLESS NOTED OTHERWISE.
- DUPLEX IS BUILT WITH 15" BETWEEN FLOORS.

FIREWALL NOTES:

INTERIOR PARTITIONS: WOOD STUD (LOAD-BEARING)

FIRE RATING: 1 HOUR UL U311
 STC: 52
 SOUND TEST: SA-830702
 SYSTEM THICKNESS: 5-1/4"

ASSEMBLY OPTIONS

GYPSON BOARD:

DBL 5/8" THICK GYPSUM BOARD APPLIED HORIZONTALLY OR VERTICALLY TO ROOF DECK.

RESILIENT CHANNEL:

25 GA. FURRING CHANNELS INSTALLED HORIZONTALLY SPACED 24" O.C. OPTIONAL PER STC. REQ.

WOOD STUDS:

2" X 6" WOOD STUDS SPACED MAX. 16" O.C.

INSULATION:

MIN. 3" THICK MINERAL WOOL.

GYPSON BOARD:

DBL 5/8" THICK GYPSUM BOARD APPLIED HORIZONTALLY OR VERTICALLY TO ROOF DECK.

SQUARE FOOTAGE (PER UNIT)

DOWNSTAIRS: 664
 UPSTAIRS: 889
 TOTAL HEATED: 1553

FRONT PORCH: 36
 BACK PATIO: 60
 GARAGE: 275

PLAN DESIGNER:

D2L DESIGNS, LLC
 D2LDESIGNS@YAHOO.COM
 903.267.1284



ROGER BAIGG

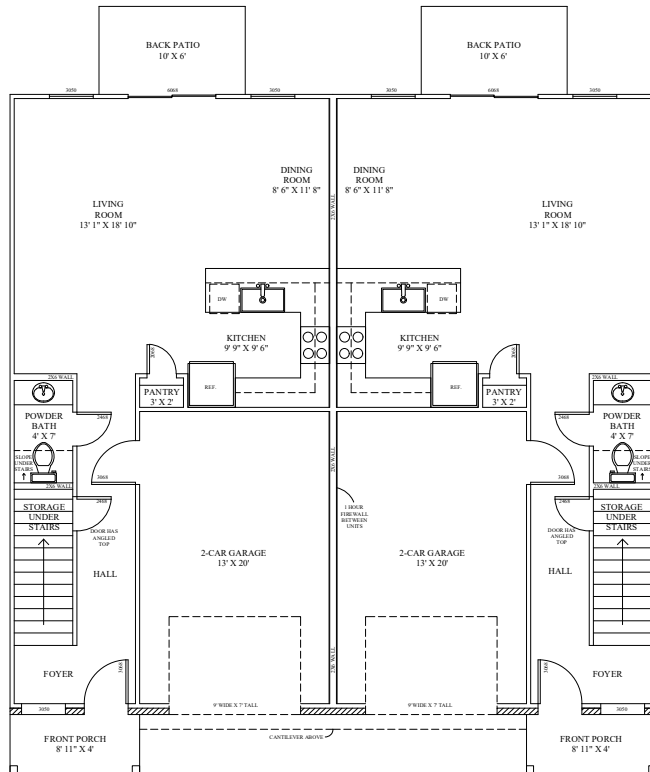
314 E. BROCKETT
 SHERMAN, TEXAS

D2LDESIGNS@YAHOO.COM

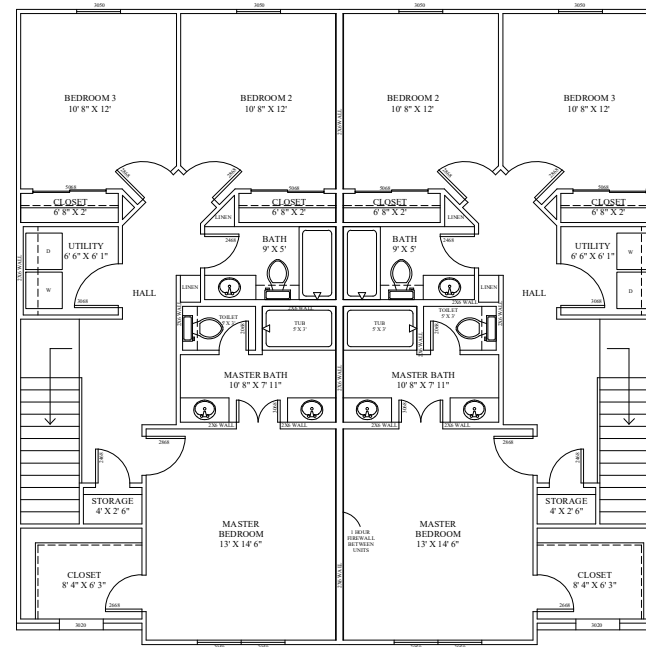
DATE
 04/09/25

SHEET
 FLOOR
 PLAN

SCALE
 1/4" = 1'



PROPOSED FLOOR PLAN 1



PROPOSED FLOOR PLAN 2



ROGER BAIGG

314 E. BROCKETT
SHERMAN, TEXAS

D2LDESIGNS@YAHOO.COM

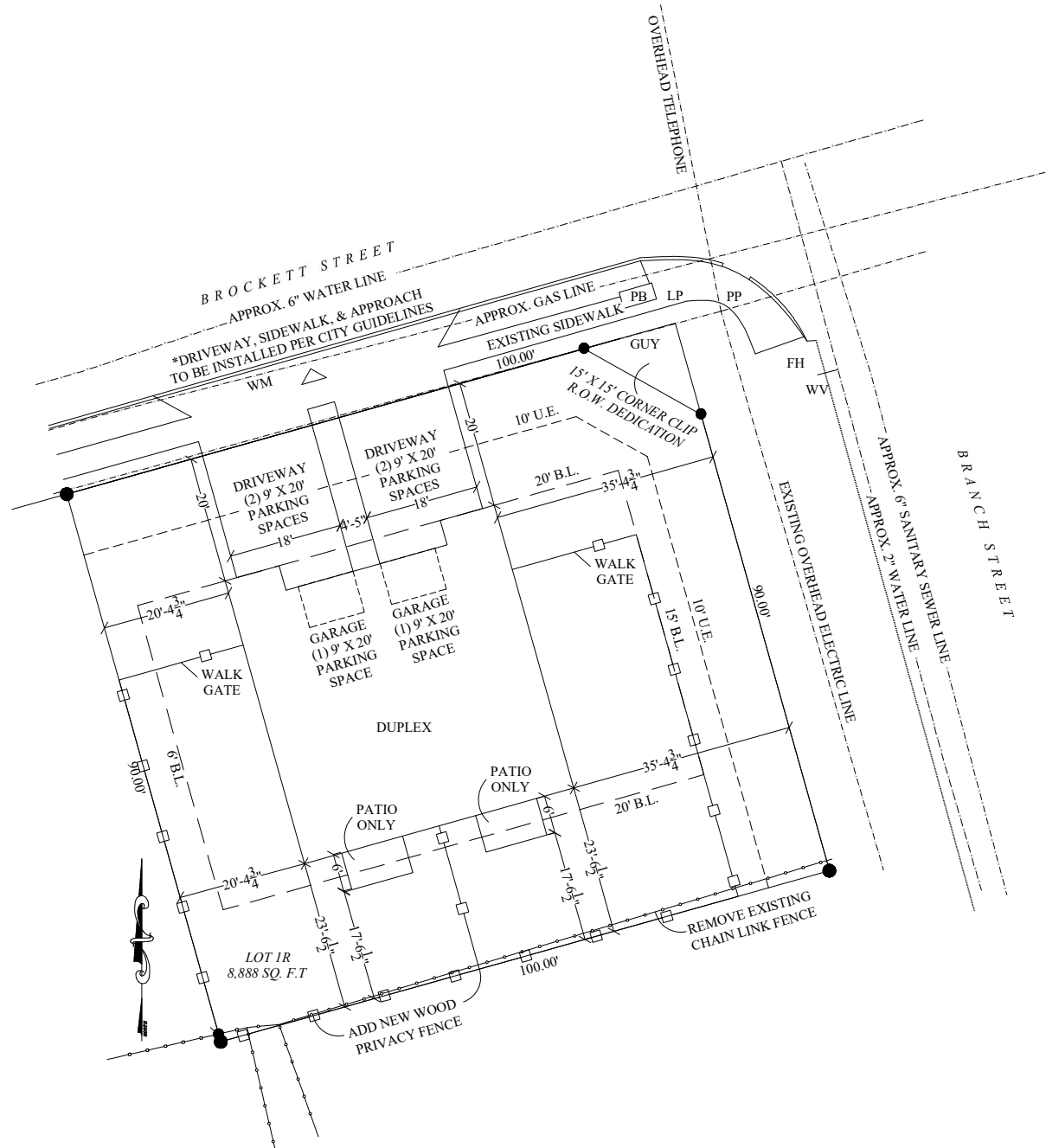
DATE
04/09/25

SHEET

SITE

SCALE
1/8" = 1'

PROPOSED SITE PLAN





SHERMAN CITY COUNCIL Agenda Communication Form

City Council Regular Meeting

Agenda Item No. E.1.

Meeting Date: 6/16/2025

Prepared By:

Approved By:

Caption:

Close Public Hearing

Consider Adoption of Ordinances 6840, 6841, 6842, 6843 & 6844

Issue:

D. 1. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6840

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land Consisting Of 17.6285 acres being in the Hillard Jennings Survey, Abstract No. 639 and Lots 7 and 8, Block One, of Redick Addition, City Of Sherman, Grayson County, Texas, Located at 3311 Gallagher Drive and 3514 Texoma Parkway, Heretofore Zoned C-2 (General Commercial) District; Rezoning And Placing The Tract In The PD (Planned Development) District with a base zoning of MF-30 (Multi-Family Residential) District Zoning Classification, Shujahat Bashir, Sherman Projects, LLC and Bonham Two Hundred, LLC (Owner), Robert Manaois, P.E. (Representative) and Barraza Consulting Group (Surveyor) Providing For A Penalty Not To Exceed \$2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

D. 2. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6841

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, Repealing Ordinance 6732, And Granting A Specific Use Permit To Allow Hotel Or Motel in a C-1 (Retail Business) District/Sam Rayburn Overlay District Located At 401 South Sam Rayburn Freeway, Consisting Of 3.31 acres being a part of the Samuel Blagg Survey, Abstract No. 56, City Of Sherman, Grayson County, Texas Mockingbird Hospitality, LLC (Owner) and Sartin & Associates, Inc. (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

D. 3. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6842

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 1410 West Houston Street, Consisting of 0.1928 acres being Lot 1, Block 3, of the Replat of Lots 1, 2, 3, 4 and the North 15 ft. of Lot 5, Block 3, Elliott's Gray's Hill Addition, City Of Sherman, Grayson County, Texas Laurel Acres, LTD (Owner), Brian Dunne (Representative), Gustavo Cardona (Tenant) and Helvey-Wagner Surveying, Inc. (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

D. 4. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6843

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land consisting of 0.258 acres being part of Lot 30, Block 10, Hare and Randolph's Addition, City Of Sherman, Grayson County, Texas, Located at 712 South Crockett Street, Heretofore MF-30 (Multi Family

Residential) District/Heritage Row Historical District Rezoning And Placing The Tract In The R-5 (Single Family Residential) District/ Heritage Row Historical District Zoning Classification, Mary Lee Homan (Owners) and Helvey-Wagner Surveying, Inc. (Surveyors) Providing For A Penalty Not To Exceed \$2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

D. 5. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6844

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land consisting of 0.207 acres being a part of the J.B. McAnair Survey, Abstract No. 763 and being a part of Lot 1, Block 6, G.W. Bond's Supplement No. 2, City Of Sherman, Grayson County, Texas, Located at 314 East Brockett Street, Heretofore R-6 (Single Family Residential) District/College Park Overlay District Rezoning And Placing The Tract In The R-2F (Duplex Residential) District/College Park Overlay District Zoning Classification, Garland Sunset, LLC (Owner) and Helvey-Wagner Surveying, Inc. (Surveyor) Providing For A Penalty Not To Exceed \$2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

Background:

Capital Improvement Program:

Origination:

Financial Consideration:

Staff Recommendation:

Alternatives:

Attachments:

None



City Council Regular Meeting

Agenda Item No. F.1.

Meeting Date: 6/16/2025

Prepared By: Rob Rae, Developmental Services Director, Chip Matthews, Neighborhood Services Superintendent

Approved By: Zachary Flores, Acting City Manager

Caption:

RESOLUTION NO. 7536

Awarding a Bid to and Authorizing the Execution of a Contract with Tactical Demolition for the Demolition and Asbestos Removal of a Seven-Story Commercial Building with Grain Elevator

Issue:

To consider awarding and authorizing the execution of a contract with Tactical Demolition, of Carrollton, Texas, for the demolition and asbestos removal of a seven-story commercial building with grain elevator.

Background:

On May 28, 2025, a public request for competitive, sealed bids resulted in eleven (11) submittals. One submittal was deemed non-responsive, as it only included costs for asbestos removal. Of the ten (10) responsive bids, Tactical Demolition, of Carrollton, Texas, submitted the lowest lump sum price, in the amount of \$305,000.00.

Capital Improvement Program:

Origination:

Community Development

Financial Consideration:

This demolition was not included in the original FY2025 budget. Funding will be from the General Fund with the appropriation made by budget amendment in September.

Staff Recommendation:

Staff recommends that the City Council award the contract to Tactical Demolition of Carrollton, Texas.

Alternatives:

As may be directed by the City Council

Attachments:

1. Resolution No. 7536
2. Signed contract_Tactical
3. Exhibit A_Demo of Commercial Building and Grain Elevator ITB
4. Exhibit B_Bid Submittal_Tactical Demo
5. Exhibits C,D and E_Tactical Demo
6. Bid Tabulation - Demo and Asbestos removal of Commercial Building ITB

RESOLUTION NO. 7536

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH TACTICAL DEMOLITION FOR THE DEMOLITION AND ASBESTOS REMOVAL OF A SEVEN-STORY COMMERCIAL BUILDING WITH GRAIN ELEVATOR ; 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 Tactical Demolition is hereby awarded the City of Sherman's contract for the demolition and asbestos removal of a seven-story commercial building with grain elevator, 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 Tactical Demolition for the demolition and asbestos removal of a seven-story commercial building with grain elevator, 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 16th day of June 2025.

CITY OF SHERMAN, TEXAS

ATTEST:

**BY: _____
LEAH ROBERTS
EXECUTIVE DIRECTOR 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 D. PITTMAN, CITY ATTORNEY**

CONSTRUCTION AGREEMENT BETWEEN THE CITY OF SHERMAN, TEXAS AND TACTICAL DEMOLITION

The City of SHERMAN, Texas, a home-rule municipality (“SHERMAN”), and **Tactical Demolition**, a LLC (“Contractor”), enter into this Construction Agreement (“Agreement”) for **Demolition & Asbestos Removal of Seven-Story Commercial Building with Grain Elevator**. 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 **Demolition & Asbestos Removal of Seven-Story Commercial Building with Grain Elevator** 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 **Demolition & Asbestos Removal of Seven-Story Commercial Building with Grain Elevator**; 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 seven (7) calendar days of the Preconstruction Meeting date, to be determined by SHERMAN after the Effective Date of this Agreement (hereinafter defined), and shall complete the Services within one hundred eighty (180) calendar days of the Mobilization Date. 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 **Three Hundred Five Thousand Dollars and no Cents** (\$305,000.00) 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 fifty and 00/100 dollars (\$50.00) 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.

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: Tactical Demolition

Attn: Bear Tamburin

2441 Pecan Street

Carrollton, TX 75010

Telephone: 903-814-4334

Email: btamburin@tacticaldemo.com

If to SHERMAN, to: City of SHERMAN
Attn: Dr. Zachary Flores, City Manager
220 W. Mulberry Street
Sherman, Texas 75090
Telephone: (903) 892-7201
Facsimile: (903) 892-7355
Email: 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.

Construction Agreement – Demolition & Asbestos Removal of Seven-Story Commercial Building with Grain Elevator

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:

City Clerk's Office

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

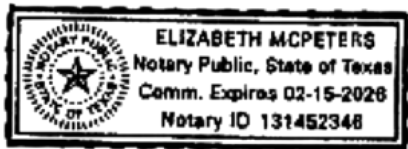
Contractor:
Tactical Demolition
2441 Pecan Street, Carrollton, TX 75010
a limited liability corporation

By: [Signature]
Printed Name: Joey Tamburin
Title: President
Date: 06/09/2025

STATE OF TEXAS §
 §
COUNTY OF Denton §

BEFORE ME, the undersigned authority, on this day personally appeared Joey Tamburin, 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 President and duly authorized representative for Tactical Demolition and that he executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 9th day of June, 2025.



[Signature]
Notary Public in and for the State of Texas
My Commission Expires: 02/15/2026

Exhibit A
Invitation to Bid



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

Invitation to Bid

For

**DEMOLITION & ASBESTOS REMOVAL OF SEVEN-
STORY COMMERCIAL BUILDING WITH GRAIN
ELEVATOR**

ITB No. 2025-16

Publication Dates: Saturday April 26, 2025
 Saturday May 3, 2025

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CITY OF SHERMAN, TEXAS

FINANCE DEPARTMENT

INVITATION TO BID - BID NO. 2025-16; DEMOLITION & ASBESTOS REMOVAL OF SEVEN-STORY COMMERCIAL BUILDING WITH GRAIN ELEVATOR

The enclosed **INVITATION TO BID (ITB)** and accompanying **SPECIFICATIONS** are for your convenience in bidding the enclosed referenced **DEMOLITION & ASBESTOS REMOVAL OF SEVEN-STORY COMMERCIAL BUILDING WITH GRAIN ELEVATOR** 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 Wednesday, May 28, 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 DEMOLITION & ASBESTOS REMOVAL OF SEVEN-STORY COMMERCIAL
BUILDING WITH GRAIN ELEVATOR- No. 2025-16**

**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 28th day of May 2025**, at which time bids duly delivered and submitted will be considered for supplying the following:

BID NO. 2025-16 – DEMOLITION & ASBESTOS REMOVAL OF SEVEN-STORY COMMERCIAL BUILDING WITH GRAIN ELEVATOR

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 “DEMOLITION & ASBESTOS REMOVAL OF SEVEN-STORY COMMERCIAL BUILDING WITH GRAIN ELEVATOR – Bid # 2025-16” 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.**

To request a site visit, contractors are to contact Neighborhood Services Superintendent Chip Matthews @ 903-487-5988.

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., Wednesday, May 28, 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: **DEMOLITION & ASBESTOS REMOVAL OF SEVEN-STORY COMMERCIAL BUILDING WITH GRAIN ELEVATOR**. 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 located at 518 E. Houston Street, Sherman, Texas, 75090, as described below:

- Demolish, and haul away, existing seven-story concrete structure
- Demolish, and haul away, associated basement walls
- Perforate basement slab to allow for drainage, and leave in place
- Demolish, and haul away, noted grain silo structure and associated foundation down to 2' below adjacent grade
- Separate single-story building on the western side of the site from the grain elevators noted to remain
- Demolish, and haul away, noted western single-story building and associated foundation down to 2' below adjacent grade
- Grade site to drain post demolition and City Crew will assist
- Acquire demolition permit
- File state required 10-day notification
- Asbestos remediation – All seven-story structure windows and grain elevator (refer to included survey)

Note: To request a site visit, contractors are to contact Neighborhood Services Superintendent Chip Matthews @ 903-487-5988.

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/elfinfoform1295.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: **2025-16**

Description of Goods and Services to be provided: **Demolition & Asbestos Removal of Seven-Story Commercial Building with Grain Elevator**
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 **Demolition & Asbestos Removal of Seven-Story Commercial Building with Grain Elevator** (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 _____ (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 **Demolition & Asbestos Removal of Seven-Story Commercial Building with Grain Elevator** (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:

**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 **Demolition & Asbestos Removal of Seven-Story Commercial Building with Grain Elevator**. 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 **Demolition & Asbestos Removal of Seven-Story Commercial Building with Grain Elevator** 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 **Demolition & Asbestos Removal of Seven-Story Commercial Building with Grain Elevator**; 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 seven (7) calendar days of the Preconstruction Meeting date, to be determined by SHERMAN after the Effective Date of this Agreement (hereinafter defined), and shall complete the Services within one hundred eighty (180) calendar days of the Mobilization Date. 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 fifty and 00/100 dollars (\$50.00) 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.

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.

Construction Agreement – Demolition & Asbestos Removal of Seven-Story Commercial Building with Grain Elevator

Each party states that they have carefully read this Agreement, know the contents hereof, have consulted with an attorney of their choice regarding the meaning and effect hereof and is signing the same solely of their own judgment.

27. Independent Contractor.

Contractor covenants and agrees that Contractor is an independent contractor and not an officer, agent, servant or employee of SHERMAN; that Contractor shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing the same; that the doctrine of respondent superior shall not apply as between SHERMAN and Contractor, its officers, agents, employees, contractors, subcontractors and consultants; and that nothing herein shall be construed as creating a partnership or joint enterprise between SHERMAN and Contractor.

28. Incorporation of Recitals.

The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct and are hereby incorporated into the body of this Agreement and adopted as findings of SHERMAN and the authorized representative of Contractor.

29. Reference to Contractor.

When referring to “Contractor” herein, this Agreement shall refer to and be binding upon Contractor, and its officers, directors, partners, employees, representatives, contractors, subcontractors, licensees, invitees, agents, successors, assignees (as authorized herein), vendors, grantees, trustees, legal representatives and/or any other third parties for whom Contractor is legally responsible.

30. Reference to SHERMAN.

When referring to “SHERMAN” herein, this Agreement shall refer to and be binding upon SHERMAN, its Council Members, officers, agents, representatives, employees and/or any other authorized third parties for whom SHERMAN is legally responsible.

31. Certifications Required by Texas Law.

In accordance with Chapter 2270 of the Texas Government Code (to the extent applicable), Contractor hereby certifies that Contractor does not boycott Israel and will not boycott Israel during the term of any contract with City, including during the term of this Agreement. In accordance with Chapter 809 of the Texas Government Code (to the extent applicable), Contractor hereby certifies that Contractor does not boycott energy companies and will not boycott energy companies during the term of any contract with City, including during the term of this Agreement. In accordance with Chapter 2274 of the Texas Government Code (to the extent applicable), Contractor hereby certifies that Contractor does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of any contract with City, including during the term of this Agreement. The foregoing terms in this Section have the meanings ascribed

to them in the referenced statutes if defined therein.

32. Debarment/Suspension.

SHERMAN is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension. SHERMAN, Contractor and Contractor's subcontractors shall comply with federal and state regulations regarding debarment and suspension. Contractor shall include a statement of compliance with federal and state debarment and suspension regulations in all third-party agreements for work on the Project.

33. Restrictions on Lobbying.

SHERMAN and Contractor are prohibited from using funds awarded under the Agreement for lobbying purposes. Contractor shall include a statement of compliance with this provision in applicable procurement solicitations and third-party agreements for work on the Project.

34. Miscellaneous Drafting Provisions.

This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.

35. Multiple Counterparts.

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

[Signature page follows.]

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective when all the parties have signed it. The date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature below) will be deemed the effective date of this Agreement ("Effective Date").

CITY OF SHERMAN, TEXAS,
a home-rule municipality

By: _____
Dr. Zachary Flores, City Manager
Date: _____

ATTEST:

APPROVED AS TO FORM:

Linda Ashby, City Clerk

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

a _____

By: _____
Printed Name: _____
Title: _____
Date: _____

STATE OF TEXAS §
 §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be one of the persons whose names are subscribed to the foregoing instrument; that he acknowledged to me he is the _____ and duly authorized representative for _____ and that he executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 202_.

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



5/28/25

Attn: CITY OF SHERMAN

Proposal for Commercial Demolition Services at the following site:

518 E Houston, Sherman
518 East Houston Street
Sherman, TX 75090

Tactical Demolition, LLC appreciates the opportunity to provide you with a proposal for the above referenced project. In consideration of the below lump sum, Tactical proposes to perform the work described below.

DEMOLITION SCOPE OF WORK:

Google Earth Pic (8.20.2024)

- Demolish, and haul away, existing seven-story concrete structure.
- Demolish, and haul away, associated basement walls.
- Perforate basement slab to allow for drainage, and leave in place.
- Demolish, and haul away, noted grain silo structure and associated foundation down to 2' below adjacent grade.
- Separate single-story building on the western side of the site from the grain elevators noted to remain.
- Demolish, and haul away, noted western single-story building and associated foundation down to 2' below adjacent grade.
- Grade site to drain post demolition and City Crew will assist.
- Acquire demolition permit.
- File state required 10-day notification.
- Asbestos remediation – All seven-story structure windows and grain elevator (refer to included survey)

Demolition 7 Story Building:	\$ 149,000.00
Demolition Grain Silo:	\$ 120,000.00
Abatement/3rd party air monitoring	\$ 36,000.00
Total Demolition Bid:	\$ 305,000.00
Additional Mobilization if needed:	\$ 15,000.00



Special Notes:

1. Tactical Demolition does not perform any layouts or control lines for any type of saw cutting work being provided.
2. Tactical Demolition is not responsible for any engineering.
3. This proposal will become an exhibit of any resulting contract documents.
4. All work must be scheduled a minimum of five (5) days in advance.
5. This proposal does not include any overtime beyond our standard 7am – 5pm working hours.
6. To proceed with Tactical Demolition must have one of the following items: signed proposal, letter of intent, or a contract.
7. Tactical Demolition retains all rights to salvage on all items being removed.

EXCLUSIONS:

1. Asbestos survey and abatement, unless contracted.
2. Handling or disposing of any controlled or hazardous materials.
3. Locating, disconnecting, rerouting, and capping utilities.
4. Construction fencing, silt fencing and/or barricades.
5. Contacting utility companies for termination of utility services.
6. Items to be removed for salvage, relocation, re-use etc. for the owners is not included.
7. Filing or Fees for TDH notification.
8. Price is based off scope of work only.
9. Price excludes prep work (UNO)

Price is good for 30 days. Any alterations from the specifications involving extra cost of material or labor will be executed only upon written orders for same and will become an extra charge over mentioned in this contract. All agreements must be made in writing.

If you should have any questions regarding the proposal, please do not hesitate to call the office or email me at (tcunningham@tacticaldemo.com).

Respectfully Submitted,

Tezo Cunningham
Estimator
214.504.1931

Tactical Demolition, LLC

ACCEPTED BY:

Company: _____
Name: _____
Signature: _____
Date: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/28/2025

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 INSURICA 2400 N Glenville Dr, Ste B125 Richardson TX 75082	CONTACT NAME: Ann Macomber PHONE (A/C, No, Ext): 469-443-3488 E-MAIL ADDRESS: Ann.Macomber@INSURICA.com FAX (A/C, No): 866-652-9394														
License#: 1017969 TACTDEM-01	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Evanston Insurance Company</td><td>35378</td></tr><tr><td>INSURER B: State Auto Property & Casualty Insurance Company</td><td>25127</td></tr><tr><td>INSURER C: American Interstate Insurance Company of Texas</td><td>12228</td></tr><tr><td>INSURER D: Convex Insurance UK Limited</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Evanston Insurance Company	35378	INSURER B: State Auto Property & Casualty Insurance Company	25127	INSURER C: American Interstate Insurance Company of Texas	12228	INSURER D: Convex Insurance UK Limited		INSURER E:		INSURER F:	
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INSURER D: Convex Insurance UK Limited															
INSURER E:															
INSURER F:															
INSURED Movement Dallas LLC dba Tactical Demolition 2441 Pecan St Carrollton TX 75010															

COVERAGES**CERTIFICATE NUMBER:** 643201719**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
D	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ XCU not excluded ☒ Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER:			PGL000052	3/15/2025	3/15/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 EBL \$ 1,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			10028638CA	6/15/2024	6/15/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			XSC000178	3/15/2025	3/15/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	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 Y	N/A	AVWCTX3205782024	8/17/2024	8/17/2025	☒ 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
A	Pollution Liability			ECPENV06179	3/15/2025	3/15/2026	Agg./Occurrence 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is an Additional Insured with respect to general liability & auto liability insurance if required or agreed to in a written contract subject to all provisions and limitations of the policy. A Waiver of Subrogation in favor of Certificate Holder applies to the general liability, auto liability & workers compensation insurance if required or agreed to in a written contract subject to all provisions and limitations of the policy. General liability coverage is primary and non-contributory. Umbrella/Excess Liability is follow form & sits down over the General Liability, Auto & Workers Compensation. 30 Day NOC applies to General liability, Auto liability & Workers compensation.

CERTIFICATE HOLDER**CANCELLATION**

City of Sherman
317 S Travis St
Sherman TX 75090

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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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

- A.** The following is added to the **Other Insurance Condition** in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

- B.** The following is added to the **Other Insurance Condition** in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO POLICY PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:

Endorsement Effective Date:

CONTENTS:

- A. ADDITIONAL INSURED – AUTOMATIC STATUS
- B. BROADENED INSURED
- C. DUTIES IN THE EVENT OF AN ACCIDENT, CLAIM, SUIT OR LOSS CONDITION
- D. UNINTENTIONAL FAILURE TO DISCLOSE ALL HAZARDS
- E. RESULTANT MENTAL ANGUISH
- F. AMENDMENT OF FELLOW EMPLOYEE LIABILITY EXCLUSION
- G. EMPLOYEES AS INSURED
- H. EMPLOYEE HIRED AUTOS
- I. INCREASED BAIL BONDS AND LOSS OF EARNINGS
- J. INCREASED TRANSPORTATION EXPENSE – TOTAL THEFT OF A COVERED AUTO
- K. INCREASED LOSS OF USE EXPENSE
- L. ACCIDENTAL DISCHARGE OF AIRBAG COVERAGE
- M. GLASS REPAIR DEDUCTIBLE WAIVER
- N. COLLISION DEDUCTIBLE WAIVER
- O. INCREASED LIMIT FOR ELECTRONIC EQUIPMENT
- P. TOWING
- Q. AUTO LOAN/LEASE GAP COVERAGE
- R. PERSONAL EFFECTS COVERAGE
- S. LOCKSMITH SERVICES
- T. TAPES, RECORDS AND DISCS COVERAGE
- U. HIRED AUTO PHYSICAL DAMAGE
- V. HIRED PRIVATE PASSENGER AUTOS AND LIGHT TRUCKS – WORLDWIDE COVERAGE
- W. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

**A. ADDITIONAL INSURED –
AUTOMATIC STATUS**

Item A.1.c. of SECTION II –COVERED
AUTOS LIABILITY COVERAGE,WHO
IS AN INSURED is deleted and
replaced with the following:

- c. Anyone liable for the conduct of an “insured” described above but only to the extent of that liability. This includes, but is not limited to, any person or organization for whom you are performing operations when you and such person or organization have agreed in a written contract or a written agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured under this policy only with respect to liability caused in whole or in part by your acts or omissions in the performance of your ongoing operations for the additional insured. A person or organization’s status as an additional insured for ongoing operations under this policy ends when your operations for the additional insured are completed or when this policy is cancelled, whichever occurs first.

B. BROADENED INSURED

The following paragraph is added to
SECTION II –A.1. WHO IS AN
INSURED:

- d. Any organization of yours, other than a partnership or joint venture, of which you own a financial interest of more than 50% as of the effective date of this Coverage part, will qualify as an “insured”. However, such organization will not qualify as an “insured” if it is also an “insured” under another policy, other than a policy written to apply specifically in excess of

this Coverage Part or would be an “insured” under such policy but for its termination or the exhaustion of its limits of insurance. Each such organization remains qualified as an “insured” only while you own a financial interest of more than 50% in the organization during the policy period.

- e. Any organization that is acquired or formed by you, other than a partnership or joint venture, of which you own a financial interest of more than 50% will qualify as an “insured”. However, such organization will not qualify as an “insured” if it is also an “insured” under another policy, other than a policy written to apply specifically in excess of this Coverage Part or would be an “insured” under such policy but for its termination or the exhaustion of its limits of insurance. Each such organization remains qualified as an “insured” only while you own a financial interest of more than 50% in the organization during the policy period.

This provision does not include:

- (1) any organization 180 days or more after its acquisition or formation; or
- (2) “bodily injury”, “property damage” or “covered pollution cost or expense” caused by an “accident” that occurred before you acquired or formed the organization.

**C. DUTIES IN THE EVENT OF AN
ACCIDENT, CLAIM, SUIT OR LOSS
CONDITION**

The following paragraph is added to
the end of Paragraph A. 2.,
SECTION IV – BUSINESS AUTO
CONDITIONS:

Your obligation to notify us promptly of
an “accident”, claim, “suit” or “loss” is

satisfied if you send us written notice as soon as practicable after any of your executive officers, directors, partners, insurance managers, legal representatives, or "employees" authorized by you to give or receive notices becomes aware of or should have become aware of such "accident", claim, "suit" or "loss".

If you report an "accident" or "loss" to your workers compensation insurer which later becomes a claim under this coverage part, failure to report such "accident" or "loss" to us at the time of the "accident" or "loss" will not be considered a violation of this Condition, if you notify us as soon as practicable when you become aware that the "accident" or "loss" has become a liability claim.

D. UNINTENTIONAL FAILURE TO DISCLOSE ALL HAZARDS

The following paragraph is added to Paragraph B. of SECTION IV – BUSINESS AUTO CONDITIONS:

Based on our reliance on your representations of existing hazards, if you unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

E. RESULTANT MENTAL ANGUISH

The definition of "bodily injury" is SECTION V- DEFINITIONS is replaced by the following"

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

F. AMENDMENT OF FELLOW EMPLOYEE LIABILITY EXCLUSION

The Fellow Employee Exclusion contained in Section II – Covered Autos Liability Coverage does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire. The insurance granted under this provision is

excess over any other collectible insurance

G. EMPLOYEES AS INSURED

The following is added to the SECTION II –COVERED AUTOS LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured provision:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

H. EMPLOYEES HIRED AUTOS

The following is added to the SECTION II –COVERED AUTOS LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured provision:

Any "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 5.b. Other Insurance is replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

1. Any covered "auto" you lease, hire, rent or borrow; and
2. Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

I. INCREASED BAIL BONDS AND LOSS OF EARNINGS

SECTION II – COVERED AUTOS LIABILITY COVERAGE, A.2. Coverage Extensions, a. Supplementary Payments is amended by:

1. Replace the \$2,000 limit for cost of bail bonds with \$5,000 in paragraph (2); and
2. Replace the \$250 a day limit for reasonable expenses including actual loss of earnings with \$500 a day in paragraph (4).

J. INCREASED TRANSPORTATION EXPENSE – TOTAL THEFT OF A COVERED AUTO

SECTION III – PHYSICAL DAMAGE COVERAGE, A.4. Coverage Extensions, a. Transportation Expenses, is amended by replacing \$20 per day with \$60 per day, and the \$600 maximum with \$1,800 maximum.

This extension applies to all covered “autos” with a Gross Vehicle Weight of less than 10,001 pounds.

K. INCREASED LOSS OF USE EXPENSES

SECTION III – PHYSICAL DAMAGE COVERAGE, A.4. Coverage Extensions, b. Loss Of Use Expenses, is amended by replacing \$20 per day with \$60 per day, and the \$600 maximum with \$1,800 maximum.

L. ACCIDENTAL DISCHARGE OF AIRBAG COVERAGE

The following is added to Exclusion B.3.a. of SECTION III – PHYSICAL DAMAGE COVERAGE:

However, this exclusion does not apply to the accidental discharge of an airbag.

M. GLASS REPAIR DEDUCTIBLE WAIVER

The following is added to paragraph D. of SECTION III – PHYSICAL DAMAGE COVERAGE:

No deductible applies to glass damage if the glass is repaired in a manner acceptable to us rather than replaced.

N. COLLISION DEDUCTIBLE WAIVER

The following is added to paragraph D. of SECTION III – PHYSICAL DAMAGE COVERAGE:

When a covered “auto” insured for Collision coverage under this policy collides with another “auto” we insure, the Collision deductible applicable to the covered “auto” or “autos” insured under this policy shall not apply.

O. INCREASED LIMIT FOR ELECTRONIC EQUIPMENT

Section III PHYSICAL DAMAGE COVERAGE C.1. b. is amended by replacing the \$1,000 with \$2,500.

P. TOWING

SECTION III – PHYSICAL DAMAGE COVERAGE, A.2. Towing, is replaced by replacing the following:

2. Towing

We will pay up to \$75 for towing and labor costs incurred each time an “auto” with a Gross Vehicle Weight of less than 10,001 pounds is disabled if the declarations indicate that either Comprehensive Coverage or Specified Causes of Loss Coverage and Collision Coverage are provided for that “auto”.

Q. AUTO LOAN/LEASE GAP COVERAGE

The following is added to SECTION III – PHYSICAL DAMAGE COVERAGE:

In the event of a total “loss” to a covered “auto” shown in the Schedule or Declarations, we will pay any unpaid amount due on the lease or loan for a covered “auto”, less:

1. Overdue payments and financial penalties associated with those payments as of the date of the “total loss”;
2. The carryover, transfer or rollover of a previous outstanding lease or loan

balance from another vehicle to the original lease or loan for the scheduled "auto";

3. The dollar amount of any unrepaired damage which occurred prior to the total "loss" of the scheduled "auto";
4. All refunds paid or payable to you as a result of the early termination of the lease or loan agreement or, to the extent financed, as a result of the early termination of any warranty or extended service agreement on the scheduled "auto";
5. Financial penalties imposed under a lease agreement for high mileage, excessive use or abnormal wear and tear;
6. Nonrefundable security deposits; and
7. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease.

The following is added to paragraph A. Loss Conditions of SECTION IV – BUSINESS AUTO CONDITIONS:

Lease/Loan Gap Coverage shall apply to the remaining term of the original lease or loan agreement written on the scheduled "auto" at the time of total "loss".

R. PERSONAL EFFECTS COVERAGE

The following is added to SECTION III – PHYSICAL DAMAGE COVERAGE, A.4. Coverage Extensions:

c. Personal Effects

We will pay up to \$500 for "loss" to personal effects which are:

- (1) owned by an "insured"; and
- (2) in or on a covered "auto".

This coverage applies only in the event of a total theft of a covered "auto". No deductible applies to this coverage. Tapes, records, discs or other similar

devices used with audio, visual or data electronic equipment are not considered personal effects.

S. LOCKSMITH SERVICES

The following is added to SECTION III – PHYSICAL DAMAGE COVERAGE, A.4. Coverage Extensions:

d. Locksmith Services

We will pay up to \$100 for necessary locksmith services incurred because keys to a covered "auto" have been lost, stolen or damaged. No deductible applies to this coverage.

T. TAPES, RECORDS AND DISCS COVERAGE

Exclusion B.4.a. of SECTION III – PHYSICAL DAMAGE COVERAGE does not apply.

The following is added to SECTION III – PHYSICAL DAMAGE COVERAGE, A.4. Coverage Extensions:

e. Tapes, Records And Discs Coverage

Under Comprehensive Coverage we will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

- (1) Are your property or that of a family member or employee
- (2) Are in a covered "auto" at the time of "loss".

The most we will pay for "loss" is \$200.

U. HIRED AUTO PHYSICAL DAMAGE

If hired "autos" are covered "autos" for Covered Autos Liability Coverage, then

Comprehensive and Collision coverages are extended to an "auto" you lease, hire, rent, or borrow subject to the following:

1. The most we will pay for "loss" to any leased, hired, rented, or borrowed "auto" is the Actual Cash Value or the cost to repair the "auto", whichever is smallest.
2. The deductible for Hired Auto Physical Damage will be equal to the largest deductible applicable to any owned "auto" scheduled on this policy for that coverage. No deductible applies to loss by fire or lightning.
3. If the "loss" to the leased, hired, rented, or borrowed "auto" is covered by Comprehensive Coverage, and if no owned "auto" scheduled on this policy is insured for Comprehensive Coverage, a \$100 deductible will apply to the "loss".
4. If the "loss" to the leased, hired, rented, or borrowed "auto" is covered by Collision Coverage, and if no owned "auto" scheduled on this policy is insured for Collision Coverage, a

\$1,000 deductible will apply for the "loss".

V. HIRED PRIVATE PASSENGER AUTOS AND LIGHT TRUCKS – WORLDWIDE COVERAGE

Paragraph b. 7.5.(1) of Section IV – BUSINESS AUTO CONDITIONS – Policy Period, Coverage Territory is replaced by the following:

Anywhere in the world if a covered "auto" of the private passenger type or a light truck with Gross Vehicle Weight less than 10,001 pounds is leased, hired, rented or borrowed without a driver for a period of 30 days or less.

W. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

The following is added to Section IV – BUSINESS AUTO CONDITIONS A.5. Transfer Of Rights Of Recovery Against Others To Us:

We waive any right of recovery we may have against any person or organization to the extent required of you under a written contract executed prior to any "accident" or "loss", provided the "accident" or "loss" arises out of operations contemplated by such contract. This waiver applies only to the person or organization designated in such contract.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any person(s) or organization(s) whom the Named Insured agrees, in a written contract, to name as an Additional insured. However, this status exists only for the project specified in that contract.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;
in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Any person(s) or organization(s) whom the Named Insured agrees, in a written contract, to name as an additional insured. However, this status exists only for the project specified in that contract.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 24 04 12 19**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE**Name Of Person(s) Or Organization(s):**

BLANKET AS REQUIRED BY WRITTEN CONTRACT

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

POLICY INFORMATION PAGE ENDORSEMENT

The following Item(s)

- ☐ Insured's Name (WC 89 06 01)
- ☐ Policy Number (WC 89 06 02)
- ☐ Effective Date (WC 89 06 03)
- ☐ Expiration Date (WC 89 06 04)
- ☐ Insured's Mailing Address (WC 89 06 05)
- ☐ Experience Modification (WC 89 04 06)
- ☐ Producer's Name (WC 89 06 07)
- ☐ Change in Workplace of Insured (WC 89 06 08)
- ☐ Insured's Legal Status (WC 89 06 10)
- ☐ Item 3.A States (WC 89 06 11)
- ☐ Item 3.B. Limits (WC 89 06 12)
- ☐ Item 3.C. States (WC 89 06 13)
- ☐ Item 3.D. Endorsement Numbers (WC 89 06 14)
- ☒ Item 4.* Class, Rate, Other (WC 89 04 15)
- ☐ Interim Adjustment of Premium (WC 89 04 16)
- ☐ Carrier Servicing Office (WC 89 06 17)
- ☐ Interstate/Intrastate Risk I.D. Number (WC 89 06 18)
- ☐ Carrier Number (WC 89 06 19)
- ☐ Issuing Agency/Producer Office Address (WC 89 06 25)

Is Changed to Read:
A 30 day notice of cancellation applies to this policy.

*Item 4. Changed To:

Classifications	Code No.	Premium Basis Total Estimated Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium

Total Estimated Annual Premium \$ \$ 40,606

Minimum Premium \$

Deposit Premium \$

All other terms and conditions of this policy remain unchanged.
This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective08/17/2024Policy No. AVWCTX3298912024Endorsement No. Premium:

InsuredMovement Dallas LLC DBA Tactical Demolition

Insurance CompanyAMERICAN INTERSTATE INSURANCE COMPANY - 24759

Countersigned by

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. ☐ Specific Waiver

Name of person or organization

☒ Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations: **ALL TEXAS OPERATIONS**

3. Premium:

The premium charge for this endorsement shall be 2 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium:

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 08/17/2024
Insured

Policy No. AVWCTX3298912024 Endorsement No.
Premium

Movement Dallas LLC DBA Tactical Demolition
Insurance Company

Countersigned by _____

AMERICAN INTERSTATE INSURANCE COMPANY - 24759

WC 42 03 04 B
(Ed. 6-14)

Invitation to Bid



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

Invitation to Bid

For

**DEMOLITION & ASBESTOS REMOVAL OF SEVEN-
STORY COMMERCIAL BUILDING WITH GRAIN
ELEVATOR**

ITB No. 2025-16

Publication Dates: Saturday April 26, 2025
 Saturday May 3, 2025

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CITY OF SHERMAN, TEXAS

FINANCE DEPARTMENT

INVITATION TO BID - BID NO. 2025-16; DEMOLITION & ASBESTOS REMOVAL OF SEVEN-STORY COMMERCIAL BUILDING WITH GRAIN ELEVATOR

The enclosed **INVITATION TO BID (ITB)** and accompanying **SPECIFICATIONS** are for your convenience in bidding the enclosed referenced **DEMOLITION & ASBESTOS REMOVAL OF SEVEN-STORY COMMERCIAL BUILDING WITH GRAIN ELEVATOR** 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 Wednesday, May 28, 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 DEMOLITION & ASBESTOS REMOVAL OF SEVEN-STORY COMMERCIAL
BUILDING WITH GRAIN ELEVATOR- No. 2025-16**

**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 28th day of May 2025**, at which time bids duly delivered and submitted will be considered for supplying the following:

BID NO. 2025-16 – DEMOLITION & ASBESTOS REMOVAL OF SEVEN-STORY COMMERCIAL BUILDING WITH GRAIN ELEVATOR

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 “DEMOLITION & ASBESTOS REMOVAL OF SEVEN-STORY COMMERCIAL BUILDING WITH GRAIN ELEVATOR – Bid # 2025-16” 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.**

To request a site visit, contractors are to contact Neighborhood Services Superintendent Chip Matthews @ 903-487-5988.

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., Wednesday, May 28, 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: **DEMOLITION & ASBESTOS REMOVAL OF SEVEN-STORY COMMERCIAL BUILDING WITH GRAIN ELEVATOR**. 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 located at 518 E. Houston Street, Sherman, Texas, 75090, as described below:

- Demolish, and haul away, existing seven-story concrete structure
- Demolish, and haul away, associated basement walls
- Perforate basement slab to allow for drainage, and leave in place
- Demolish, and haul away, noted grain silo structure and associated foundation down to 2' below adjacent grade
- Separate single-story building on the western side of the site from the grain elevators noted to remain
- Demolish, and haul away, noted western single-story building and associated foundation down to 2' below adjacent grade
- Grade site to drain post demolition and City Crew will assist
- Acquire demolition permit
- File state required 10-day notification
- Asbestos remediation – All seven-story structure windows and grain elevator (refer to included survey)

Note: To request a site visit, contractors are to contact Neighborhood Services Superintendent Chip Matthews @ 903-487-5988.

BIDDERS INFORMATION

Bidder's Name: TEZO CUNNINGHAM

Bidder's Company TACTICAL DEMOLITION

Bidder's Address 2441 PECAN STREET

Bidder's City/State CARROLLTON, TX 75108

Bidder's Phone/Fax # 214 620 8336

Bidder's E-Mail TCUNNINGHAM@TACTICALDEMO.COM

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: \$ 305,000.00

Signature of Bidder 

Bidder (print name) TEZO CUNNINGHAM

Contractor References

Customer Name: OHT partners

Address: 5310 HARVEST HILL ROAD DALLAS, TX 75230

Contact: MARK BOND Telephone #: 972 623 8291

Scope of work performed: MULTIPLE JOBS 10 STORY HIGH RISE

Length of Service: 5 YEARS

Customer Name: LEE LEWIS

Address: 17177 PRESTON ROAD DALLAS, TX 75248

Contact: TAYLOR LEACH Telephone #: 214 926 3077

Scope of work performed: MULTIPLE SCHOOL DEMOLITIONS, CHURCHES, REC
CENTERS

Length of Service: 8 YEARS

Customer Name: LARKSPUR CAPITOL

Address: Text

Contact: TYLER SIMMONS Telephone #: 504 256 6323

Scope of work performed: MULTIPLE LARGE BUILDINGS

Length of Service: 4 YEARS

Exhibit C
City's Insurance Requirements

I. GENERAL INSURANCE REQUIREMENTS –

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

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

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

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

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

<u> X </u>	1. Worker’s Compensation & Employer’s Liability	▪ Statutory Limits of the State of Texas
<u> X </u>	2. General Liability	▪ Minimum \$1,000,000.00 each occurrence; ▪ Minimum \$2,000,000.00 in the aggregate.
<u> </u>	3. XCU Coverage	▪ Minimum \$1,000,000.00 each occurrence; ▪ Minimum \$2,000,000.00 in the aggregate.
<u> </u>	4. Professional Liability	▪ Minimum \$1,000,000.00 each claim; ▪ Minimum \$2,000,000.00 in the aggregate.
<u> </u>	5. Umbrella Coverage or Excess Liability Coverage	▪ An amount of \$ 2,000,000.00.
<u> X </u>	6. City and its officers, agents, representatives and employees named as additional insured on General Liability Policy, as provided above. This coverage is primary to all other coverage City may possess.	
<u> X </u>	7. General Liability Insurance provides for a Waiver of Subrogation against City for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. All insurance policies that are required to name City as an additional insured must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.	

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

Exhibit D
Affidavit of No Prohibited Interest

THE STATE OF Texas §

THE COUNTY OF Denton §

I, TEZO CUNNINGHAM, 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: _____.
- X _____ None of the Above.

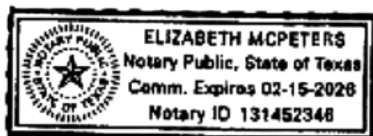
Upon filing this affidavit with the City of Sherman, Texas, I further affirm that no relative of mine, in the first degree by consanguinity or affinity, as defined in Chapter 573, TEX. GOV'T CODE, as amended, is a member of a public body which took action on the agreement.

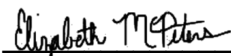
Signed this 28 day of May, 2025.


Signature of Official/Title

BEFORE ME, the undersigned authority, this day personally appeared Tezo Cunningham, 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 28 day of May, 2025.




Notary Public in and for the State of Texas
My commission expires: 02/15/2026

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

5/28/25

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>

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: **2025-16**

Description of Goods and Services to be provided: **Demolition & Asbestos Removal of Seven-Story Commercial Building with Grain Elevator**

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:

TEZO CUNNINGHAM CHIEF ESTIMATOR

Firm Name:

TACTICAL DEMOLITION

Date Signed:

5/28/25

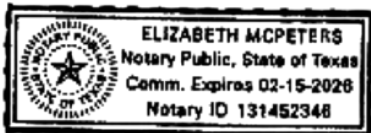
NOTARIZATION

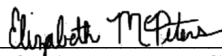
THE STATE OF Texas)

COUNTY OF Denton)

BEFORE ME, the undersigned notary public on this day personally appeared Tezo Cunningham, on behalf of Tactical Demolition (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 28 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.

PERFORMANCE BOND

BOND NO. _____

STATE OF TEXAS §
 §
COUNTY OF Grayson §

KNOW ALL PERSONS BY THESE PRESENTS:

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 **Demolition & Asbestos Removal of Seven-Story Commercial Building with Grain Elevator** (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 §
 §
COUNTY OF Grayson §

KNOW ALL PERSONS BY THESE PRESENTS:

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 **Demolition & Asbestos Removal of Seven-Story Commercial Building with Grain Elevator** (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:

**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 **Demolition & Asbestos Removal of Seven-Story Commercial Building with Grain Elevator**. 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 **Demolition & Asbestos Removal of Seven-Story Commercial Building with Grain Elevator** 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 **Demolition & Asbestos Removal of Seven-Story Commercial Building with Grain Elevator**; 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 seven (7) calendar days of the Preconstruction Meeting date, to be determined by SHERMAN after the Effective Date of this Agreement (hereinafter defined), and shall complete the Services within one hundred eighty (180) calendar days of the Mobilization Date. 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 fifty and 00/100 dollars (\$50.00) 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.

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.

Construction Agreement – Demolition & Asbestos Removal of Seven-Story Commercial Building with Grain Elevator

Each party states that they have carefully read this Agreement, know the contents hereof, have consulted with an attorney of their choice regarding the meaning and effect hereof and is signing the same solely of their own judgment.

27. Independent Contractor.

Contractor covenants and agrees that Contractor is an independent contractor and not an officer, agent, servant or employee of SHERMAN; that Contractor shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing the same; that the doctrine of respondent superior shall not apply as between SHERMAN and Contractor, its officers, agents, employees, contractors, subcontractors and consultants; and that nothing herein shall be construed as creating a partnership or joint enterprise between SHERMAN and Contractor.

28. Incorporation of Recitals.

The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct and are hereby incorporated into the body of this Agreement and adopted as findings of SHERMAN and the authorized representative of Contractor.

29. Reference to Contractor.

When referring to "Contractor" herein, this Agreement shall refer to and be binding upon Contractor, and its officers, directors, partners, employees, representatives, contractors, subcontractors, licensees, invitees, agents, successors, assignees (as authorized herein), vendors, grantees, trustees, legal representatives and/or any other third parties for whom Contractor is legally responsible.

30. Reference to SHERMAN.

When referring to "SHERMAN" herein, this Agreement shall refer to and be binding upon SHERMAN, its Council Members, officers, agents, representatives, employees and/or any other authorized third parties for whom SHERMAN is legally responsible.

31. Certifications Required by Texas Law.

In accordance with Chapter 2270 of the Texas Government Code (to the extent applicable), Contractor hereby certifies that Contractor does not boycott Israel and will not boycott Israel during the term of any contract with City, including during the term of this Agreement. In accordance with Chapter 809 of the Texas Government Code (to the extent applicable), Contractor hereby certifies that Contractor does not boycott energy companies and will not boycott energy companies during the term of any contract with City, including during the term of this Agreement. In accordance with Chapter 2274 of the Texas Government Code (to the extent applicable), Contractor hereby certifies that Contractor does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of any contract with City, including during the term of this Agreement. The foregoing terms in this Section have the meanings ascribed

to them in the referenced statutes if defined therein.

32. Debarment/Suspension.

SHERMAN is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension. SHERMAN, Contractor and Contractor's subcontractors shall comply with federal and state regulations regarding debarment and suspension. Contractor shall include a statement of compliance with federal and state debarment and suspension regulations in all third-party agreements for work on the Project.

33. Restrictions on Lobbying.

SHERMAN and Contractor are prohibited from using funds awarded under the Agreement for lobbying purposes. Contractor shall include a statement of compliance with this provision in applicable procurement solicitations and third-party agreements for work on the Project.

34. Miscellaneous Drafting Provisions.

This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.

35. Multiple Counterparts.

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

[Signature page follows.]

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective when all the parties have signed it. The date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature below) will be deemed the effective date of this Agreement ("Effective Date").

CITY OF SHERMAN, TEXAS,
a home-rule municipality

By: _____
Dr. Zachary Flores, City Manager
Date: _____

ATTEST:

APPROVED AS TO FORM:

Linda Ashby, City Clerk

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

a _____

By: _____
Printed Name: _____
Title: _____
Date: _____

STATE OF TEXAS §
 §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be one of the persons whose names are subscribed to the foregoing instrument; that he acknowledged to me he is the _____ and duly authorized representative for _____ and that he executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 202_.

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

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
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<u> X </u>	1. Worker’s Compensation & Employer’s Liability	▪ Statutory Limits of the State of Texas
<u> X </u>	2. General Liability	▪ Minimum \$1,000,000.00 each occurrence; ▪ Minimum \$2,000,000.00 in the aggregate.
<u> </u>	3. XCU Coverage	▪ Minimum \$1,000,000.00 each occurrence; ▪ Minimum \$2,000,000.00 in the aggregate.
<u> </u>	4. Professional Liability	▪ Minimum \$1,000,000.00 each claim; ▪ Minimum \$2,000,000.00 in the aggregate.
<u> </u>	5. Umbrella Coverage or Excess Liability Coverage	▪ An amount of \$ 2,000,000.00.
<u> X </u>	6. City and its officers, agents, representatives and employees named as additional insured on General Liability Policy, as provided above. This coverage is primary to all other coverage City may possess.	
<u> X </u>	7. General Liability Insurance provides for a Waiver of Subrogation against City for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. All insurance policies that are required to name City as an additional insured must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.	

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

Exhibit D
Affidavit of No Prohibited Interest

THE STATE OF Texas §

THE COUNTY OF Denton §

I, TEZO CUNNINGHAM, 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: _____.
- X _____ None of the Above.

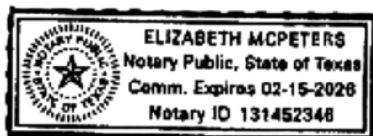
Upon filing this affidavit with the City of Sherman, Texas, I further affirm that no relative of mine, in the first degree by consanguinity or affinity, as defined in Chapter 573, TEX. GOV'T CODE, as amended, is a member of a public body which took action on the agreement.

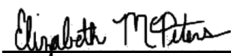
Signed this 28 day of May, 2025.


Signature of Official/Title

BEFORE ME, the undersigned authority, this day personally appeared Tezo Cunningham, 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 28 day of May, 2025.




Notary Public in and for the State of Texas
My commission expires: 02/15/2026

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

5/28/25

Date

CITY OF SHERMAN
BID TABULATION
Demo & Asbestos Removal of Commercial Building - Invitation to Bid
BID OPENING Wednesday, May 28, 2025; 2:00 PM

Vendor	Lump Sum Price	NOTES
Whole Environmental, Inc.	340,811.00	
Tactical Demolition	305,000.00	
Sabre Demolition Corporation	620,000.00	
Lindamood, Inc.	657,963.00	
JB & Co., LLC	1,200,000.00	
Integrated Demolition and Remediation, Inc.	847,800.00	
Garrett Demolition, Inc.	500,270.00	
Lloyd D. Nabors Demolition, LLC	1,194,000.00	
Midwest Wrecking Company, Inc.	524,840.00	
G2 General Contractors	221,446.20	non-responsive -- only bid on asbestos removal
Dallas Demolition Company	990,000.00	



City Council Regular Meeting

Agenda Item No. F.2.

Meeting Date: 6/16/2025

Prepared By: Wayne Lee, Director of Engineering

Approved By: Zachary Flores, Acting City Manager

Caption:

RESOLUTION NO. 7537

Awarding a Bid to and Authorizing Execution of a Contract with KDA Industries, Inc. Based on an Invitation to Submit a Competitive Sealed Proposal for the Street Pavement Rehabilitation Program – Cherry St. from S. East St. to S. Grand Ave. Project

Issue:

To consider awarding a bid to and authorizing the execution of a contract with KDA Industries, Inc. of Sherman, Texas, for the Street Pavement Rehabilitation Program – Cherry St. project from Vaden to East Street.

Background:

In November 2024, Council awarded a contract for the rehabilitation of Cherry St. from Grand Ave. to East Street. This project included all new concrete curb and gutter and new driveways. In April, during the completion of the first section, it was determined that the existing street sub-grade is not suitable for new paving. The current contract did not include pricing for the removal and replacement of the existing sub-grade but only to compact the existing soil underneath the existing street. City staff was not able to come to an agreement with the current contractor to do the additional sub-grade work. Staff has informed the current contractor to finish his contract to S. Vaden St.

This contract will complete the needed subgrade work for the entire section of Cherry Street and finish the rest of the curb and gutter work not completed by the original contract. In order to keep the project on schedule, we ask the council to approve this contract. At the next council meeting, staff will be requesting a Change Order to the original contract to only include work completed as of May.

Capital Improvement Program:

24-049

Origination:

Engineering Department

Financial Consideration:

Funding in the amount of \$917,108.00 is required and is available in 2024 Certificates of Obligation.

Staff Recommendation:

It is recommended that the bid be awarded for the Street Pavement Rehabilitation Program – Cherry St. from S. East St. to S. Vaden Ave. to KDA Industries, Inc. for providing, in the opinion of City staff, the highest ranking bid in the amount of \$917,108.00. It is also recommended that the City Manager be authorized to execute the required contract documents.

Alternatives:

As may be directed by City Council

Attachments:

1. Resolution No. 7537
2. AGREEMENT-Unsigned
3. Cherry St Rehab_Bid Evaluation Scoring_RCE
4. Bid Tabulation

RESOLUTION NO. 7537

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH KDA INDUSTRIES, INC. BASED ON AN INVITATION TO SUBMIT A COMPETITIVE SEALED PROPOSAL FOR THE STREET PAVEMENT REHABILITATION PROGRAM – CHERRY ST. FROM S. EAST ST. TO S. GRAND AVE. 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 KDA Industries, Inc. of Sherman, Texas, is hereby awarded the bid and the City of Sherman hereby approves the contract with KDA Industries, Inc., in the amount of Nine Hundred Seventeen Thousand One Hundred Eight Dollars and Zero Cents (\$917,108.00) for the Street Pavement Rehabilitation Program – Cherry St. from S. East St. to S. Grand Ave.; and that the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a contract with KDA Industries, Inc., for the construction of the aforementioned improvements, in accordance with all contract documents attached hereto and made a part hereof for all purposes.

SECTION 2. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the 16th day of June 2025.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LEAH ROBERTS,
EXECUTIVE DIR. OF ADMINISTRATION,
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 D. PITTMAN, CITY ATTORNEY

AGREEMENT

THIS AGREEMENT is by and between the CITY OF SHERMAN, TEXAS, a home-rule municipality (the "CITY"), and KDA Industries, 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 (hereinafter defined) and shall furnish all personnel, labor, equipment, supplies and all other items necessary to provide the services and deliverables as specified by the terms and conditions of the Contract Documents (collectively, the "Work"). The Work is generally described as follows:

Street Pavement Rehabilitation Program – Cherry St. from S. East St. to S. Grand Ave.

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 must be substantially completed and ready for final payment within 120 calendar days from the date when the Contract Time commences to run, as provided in the General Conditions.
- 3.2 Liquidated Damages. CITY and CONTRACTOR recognize that time is of the essence of this Agreement and that CITY will suffer financial loss and actual damages if the Work is not completed within the time specified above, plus any extensions thereof allowed in accordance with the General Conditions. The parties also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss and damages suffered by CITY if the Work is not completed on time. The exact amount of such loss and damages will be difficult to ascertain. Accordingly, instead of requiring any such proof, CITY and CONTRACTOR agree that CONTRACTOR shall pay CITY \$ 1,200.00 for each calendar day in which the Work is not completed, not as a penalty but as liquidated damages for the loss and damages that would be suffered by CITY as a result of delay for each and every calendar day that the CONTRACTOR shall have failed to have completed the Work as required herein.

Article 4. CONTRACT PRICE

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

At the unit prices shown on the Unit Price Bid Schedule included in the Contract Documents.

Article 5. **PAYMENT PROCEDURES**

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

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

Article 6. **INTEREST**

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

Article 7. **CONTRACTOR'S REPRESENTATIONS**

In order to induce 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 given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.
- 7.3 CONTRACTOR has reviewed and fully agrees to the limitation of liability provisions included in the Special Provisions.
- 7.4 CONTRACTOR certifies that they are eligible to be awarded government contracts. CONTRACTOR also certifies that any agreement entered into with a subcontractor will contain a clause stating that the subcontractor is eligible to be awarded government contracts.

Article 8. **CONTRACT DOCUMENTS**

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

- 8.1 This Agreement
- 8.2 Solicitation for Bids

- 8.3 Instructions to Respondents
- 8.4 Certifications Required by Texas Law
- 8.5 Suspension and Debarment Certification
- 8.6 Bid Bond and Bid Bond POA
- 8.7 Statement of Respondent's Qualifications
- 8.8 Insurance Requirement Affidavit
- 8.9 Bid Submittal
- 8.10 Resolution of Award
- 8.11 Form 1295, Certificate of Interested Parties
- 8.12 Certificate of Insurance
- 8.13 Performance Bond and POA
- 8.14 Payment Bond and POA
- 8.15 Notice to Proceed
- 8.16 Closeout Documents
- 8.17 Special Provisions
- 8.18 Technical Specification prepared or issued by the City of Sherman dated 05/14/2025.
- 8.19 Drawings, consisting of sheets numbered 00 through 13, inclusive with each sheet bearing the following general title: Cherry Street Rehabilitation.
- 8.20 Addenda numbers 1 to 1, inclusive.
- 8.22 The following, which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto:

All written Amendments, change orders, and other documents amending, modifying, or supplementing the Contract Documents pursuant to the Special Provisions. The parties understand and agree that deviations or modifications to the scope of Work described in the Contract Documents, in the form of one or more written Contingency Change Allowance or also change orders, may be authorized from time to time by 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. The Contract Documents may only be amended, modified or supplemented, as outlined in this Agreement.

Article 9. INDEMNITY

CONTRACTOR HEREBY RELEASES AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS 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 or the City of Sherman against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.
- 12.6 In the event that a term, condition or provision of this Agreement is determined to be invalid, illegal,

void, unenforceable or unlawful by a court of competent jurisdiction, then that term, condition or provision shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been included in this Agreement.

- 12.7 If either party files any action or brings any proceeding against the other arising from this Agreement, then as between 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: KDA Industries, Inc.

By: _____

By: _____

Date: _____

Date: _____

(Corporate Seal)

Attest: _____

Attest: _____

Address for giving notices:

Address for giving notices:

PO Box 1106

Sherman, TX 75091

Cherry Street Rehabilitation - Proposal Evaluation by Base Bid

Selection Criteria	Weighted Score				Max Point Value
	A T Construction, LLC	JWC Excavation, LLC	KDA Industries, Inc.	Pace Construction Services, LLC	
Price Score	42.8	60.0	59.6	49.6	60
Contractor Qualifications Score					
City of Sherman	17.0	18.0	20.0	17.0	
Safety Record Questionnaire Score					20
City of Sherman	10.0	10.0	10.0	10.0	
Construction Time Score	7.5	7.5	10.0	5.0	10
Total Weighted Score	77.3	95.5	99.6	81.6	100
Project Rank	4	2	1	3	

	Individual Prices and Construction Times			
	A T Construction	JWC	KDA	Pace Construction Services
Price	\$1,277,483.00	\$911,311.79	\$917,108.00	\$1,102,347.00
Construction Time	120	120	90	180

indicates low price or time

[illegible]



City Council Regular Meeting

Agenda Item No. F.3.

Meeting Date: 6/16/2025

Prepared By: Jacob Pannell, Senior Civil Engineer

Approved By: Zachary Flores, Acting City Manager

Caption:

*** RESOLUTION NO. 7538**

Authorizing Execution of a First Amendment to the Professional Services Agreement with Freese and Nichols, Inc. for the Eastside Lift Station and Regional Sewer

Issue:

To consider Amendment No. 1 to the Professional Services Agreement with Freese and Nichols, Inc. for the Eastside Lift Station and Regional Sewer

Background:

The East Side Lift Station is an existing lift station facility at 3400 Hwy 56. It was identified as a long-term CIP project for capacity expansion in the master plan as its service basin expands. However, the degrading state of the existing facility and its criticality necessitate the need for interim near-term improvements. The original contract included an existing condition assessment, an overall basin analysis, and preliminary design for the ultimate facility expansion.

This amendment is to design and prepare construction drawings to execute the recommended near-term improvements identified in the condition assessment, which include replacement of the 40-year old motor control center, installation of a permanent backup generator, and installation of an auto throw-over switch. These improvements will bolster the reliability and provide redundancy for this critical lift station.

Budget in the original contract for the preliminary design of the future expansion is proposed to be reallocated to help minimize overall amendment amount. The generator is sized such that it will be able to be re-used once the facility is expanded in the future.

Capital Improvement Program:

24-050 East Side Lift Station

Origination:

Engineering Department

Financial Consideration:

Funding needed for Amendment No. 1 is \$123,030.00 and will be funded from 2024A GTUA OM. The total contract amount will be \$388,530.00.

Staff Recommendation:

It is recommended that the First Amendment to the contract for professional services with Freese and Nichols, Inc. for the Eastside Lift Station and Regional Sewer be approved.

Alternatives:

As may be directed by the City Council

Attachments:

1. Resolution No. 7538
2. Eastside Lift Station and Regional Sewer - Amendment No. 1_r1
3. Resolution No. 7351 & PSA
4. Location Map

RESOLUTION NO. 7538

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH FREESE AND NICHOLS, INC. FOR THE EASTSIDE LIFT STATION AND REGIONAL SEWER; 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 First Amendment to the Professional Services Agreement with Freese and Nichols, Inc. for the Eastside Lift Station and Regional Sewer, in accordance with all contract documents attached hereto and made a part hereof for all purposes.

SECTION 2. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the 16th day of 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. 1

TO THE PROFESSIONAL SERVICES AGREEMENT FOR ENGINEERING DESIGN SERVICES BETWEEN
THE CITY OF SHERMAN (OWNER) AND FREESE AND NICHOLS, INC. (ENGINEER)
FOR THE EASTSIDE LIFT STATION AND REGIONAL SEWER

Dated September 3, 2024 (“Original Agreement”)

This Amendment No. 1 serves to increase the Original Agreement of Two Hundred Sixty-Five Thousand Five Hundred dollars (\$265,500.00) by One-Hundred Twenty-Three Thousand Thirty dollars (\$123,030.00) to a total amount of Three-Hundred Eighty-Eight Thousand Five Hundred Thirty dollars (\$388,530.00) based on the following additional work to the project scope:

PROJECT UNDERSTANDING:

As part of the Eastside Lift Station Condition Assessment Technical Memorandum prepared for the City of Sherman dated January 24th, 2025, recommendations for near-term improvements at the existing Eastside Lift Station were developed. During a progress meeting held on April 2nd, 2025, the City decided to proceed with the final design for the replacement of the existing motor control center (MCC) and installation of the permanent diesel generator.

This agreement includes design, bid, and construction phase services to remove the existing MCC, install a new 480V MCC to power three (3) 75HP, 480V, 3-phase motors and existing building loads, and install a new 500kW permanent diesel generator and automatic transfer switch (ATS).

ASSUMPTIONS:

- The existing transformer and duct bank will be reused.
- The existing electrical equipment and electric utility service are sized for the current pump operation and is assumed to remain at 2+1 configuration. Changes to the pump operation may trigger additional coordination with the electric utility provider.
- The existing SCADA cabinet will be relocated and reused. Design and coordination for the addition of SCADA hardware (if needed) shall be an Additional Service.
- Power system studies shall be performed by the Contractor during construction.
- The existing pumps and motors will be replaced by others prior to the construction phase.
- The replacement of switches, lights, heaters, and other related building equipment are not included in the scope as part of this agreement.

BASIC SERVICES:

VII. Eastside Lift Station Electrical Improvements – Design Phase

- a. Kick-off Meeting – Conduct one (1) kick-off meeting with the City at the Project site to discuss the scope of services, schedule, preliminary Opinion of Probable Construction Cost (OPCC), and any other matters that may have direct or indirect effects upon the completion and results of this Project.

- b. Design Progress Meeting – Conduct one (1) design progress meeting with the City, virtually over Microsoft Teams.
- c. Final Design (90% and 100%)
 - i. 90% Design Phase
 - Prepare 90% design plans, which include:
 - Electrical, and Instrumentation and Controls Design.
 - Prepare draft front-end documents, including bid documents, General Conditions, Special Conditions, and Technical Specifications.
 - Prepare an Opinion of Probable Construction Cost (OPCC).
 - Furnish one (1) electronic copy of the 90% Design Phase deliverables, which include plans, specifications, and OPCC for review by the City.
 - Design Review Meeting – Conduct one (1) design review meeting with the City, at the Sherman Water Treatment Plant (243 La Cima Rd, Sherman, Texas 75092), to discuss the 90% Design Phase deliverables.
 - ii. 100% Design Phase

Upon receipt of 90% Design Phase review comments from the City, Engineer will advance to the 100% Design Phase, which includes:

- Prepare 100% unsealed design plans, which include:
 - Electrical, and Instrumentation and Controls Design.
- Prepare revised front-end documents, including bid documents, General Conditions, Special Conditions, and Technical Specifications.
- Prepare a revised Opinion of Probable Construction Cost.
- Furnish one (1) electronic copy of the 100% Design Phase deliverables, which include plans, specifications, and OPCC for review by the City.
- Upon approval of the 100% Design Phase deliverables by the City, Engineer will issue signed and sealed Issued for Bid deliverables.
- Furnish one (1) electronic copy of the Issued for Bid deliverables, which include final plans, specifications, and OPCC. Furnish up to two (2) half-sized (11"x17") copies of plans and specifications.

VIII. Eastside Lift Station Electrical Improvements – Bid Phase

- a. Furnish to the City all necessary copies of approved Construction Contract Documents needed for competitive bidding (plans, specifications, notice to bidders, proposals, etc.). All sets of Construction Contract Documents in excess of two (2) half-sized (11"x17") copies are to be paid for separately as provided hereinafter.

- b. Assist City in securing bids. Provide a copy of the notice to bidders for City to use in notifying construction news publications and publishing appropriate legal notice. The cost for publications shall be paid by City.
- c. Assist the City in conducting a pre-bid conference for the construction project and coordinate responses with the City. Response to the pre-bid conference will be in the form of an addenda issued after the conference.
- d. Assist City by responding to questions and interpreting bid documents. Prepare and issue addenda to the bid documents if necessary.
- e. Prepare addenda as appropriate to interpret, clarify, or expand the Bid Documents.
- f. Assist the City in the opening and tabulation of bids for construction of the Project.
- g. Prepare a written summary of the bid tabulation and evaluation together with a letter addressing the award of the construction contract.
- h. Assist in the preparation of formal Construction Contract Documents, provide four (4) copies of contracts to be executed by the Contractor, and coordinate their execution by the respective parties.

IX. Eastside Lift Station Electrical Improvements – Record Drawings

- a. Engineer shall prepare construction Record Documents based on the information received from Contractor within 30 days of final completion in accordance with the Agreement. Engineer shall submit one (1) pdf file of the Record Documents.

SPECIAL SERVICES:

X. Eastside Lift Station Electrical Improvements – Construction Phase General Representation

Upon completion of the bid or negotiation phase services, Engineer will proceed with the performance of construction phase general representation services. Construction Phase General Representation services provided by Engineer will include the following:

- a. Conformed Document Submittal:
 - i. Update the Bid Documents (Plans and Project Manual) to incorporate bid addenda items.
 - ii. Print up to two (2) half size (11"x17") sets of plans and Project Manuals for issuance at the Pre-Construction Conference.
 - iii. Package and submit CAD base files upon request.
- b. *Pre-Construction Meeting.* Assist the City in conducting the pre-construction conference. City shall prepare an agenda for the conference and prepare and distribute minutes. The pre-construction conference shall include a discussion of the Contractor's tentative schedules, procedures for transmittal and review of the Contractor's submittals, processing payment applications, critical work sequencing,

change orders, record documents, and the Contractor's responsibilities for safety and first aid.

- c. *Periodic Construction Meetings.* Make periodic visits to the construction site over the construction period to observe progress of the work and consult with the City concerning problems and progress of the work. Six (6) site visits are planned for construction.
- d. *Establish and Maintain Project Documentation System.* Establish and maintain a project documentation system consistent with the requirements of the construction contract documents. Monitor the processing of Contractor's submittals and provide for filing and retrieval of project documentation. Review Contractor's submittals, including, requests for information, modification requests, shop drawings, schedules, and other submittals in accordance with the requirements of the construction contract documents for the projects. Monitor the progress of the Contractor in sending and processing submittals to see that documentation is being processed in accordance with schedules.
- e. *Shop Drawings, Samples, and Submittals.* Review and approve or take other appropriate action in respect to Shop Drawings, Samples, Submittals and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.
- f. *Requests for Information.* Coordinate with Contractor and issue clarifications and interpretations of the Contract Documents to City as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of the Contract Documents. Field Orders authorizing variations from the requirements of the Contract Documents will be made by City.
- g. *Change Orders.* Recommend Change Orders to City, as appropriate. Review and make recommendations related to Change Orders submitted or proposed by the Contractor. Task includes preparing plan sheet revisions.
- h. *Final Walkthrough.* Conduct, in company of the City's representative, a final review of the Project for conformance with the design concept of the Project and general compliance with the Construction Contract Documents. Prepare a list of deficiencies to be corrected by the Contractor before recommendation of final payment. Assist the City in obtaining legal releases, permits, warranties, spare parts, and keys from the Contractor. Review and comment on the certificate of completion and the recommendation for final payment to the Contractor(s). Visiting the site to review completed work in excess of two (2) trips is an Additional Service.

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

Services	Original Compensation	Proposed Reallocation	Proposed Addition	Amended Total Compensation
<u>Basic Services (LS)</u>				
A. Eastside Lift Station Existing Condition Assessment and Improvement Recommendations	\$74,000.00	\$-	\$-	\$74,000.00
B. Regional Northeast Sewer Basin Analysis	\$78,500.00	\$-	\$-	\$78,500.00
C. Eastside Lift Station Preliminary Design Report	\$113,000.00	(\$84,670.58)	\$-	\$28,329.42
D. Eastside Lift Station Electrical Improvements – Design Phase	\$-	\$84,670.58	\$31,130.00	\$115,800.58
E. Eastside Lift Station Electrical Improvements – Bid Phase	\$-	\$-	\$23,700.00	\$23,700.00
F. Eastside Lift Station Electrical Improvements – Record Drawings	\$-	\$-	\$3,000.00	\$3,000.00
Basic Services Total (LS)	\$265,500.00	\$-	\$57,830.00	\$323,330.00
<u>Special Services (CPM)</u>				
G. Eastside Lift Station Electrical Improvements – Construction Phase General Representation	\$-	\$-	\$65,200.00	\$65,200.00
Special Services Total (CPM)	\$-	\$-	\$65,200.00	\$65,200.00
Total	\$265,500.00	\$-	\$123,030.00	\$388,530.00

[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:

Proposed Fees

Engineer shall be compensated as follows:

- I. Basic Services (Lump Sum)
 - A. Eastside Lift Station Existing Condition Assessment and Improvement Recommendations.....\$74,000.00
 - B. Regional Northeast Sewer Basin Analysis\$78,500.00
 - C. Eastside Lift Station Preliminary Design Report.....\$28,329.42
 - D. Eastside Lift Station Electrical Improvements – Design Phase.\$115,800.58
 - E. Eastside Lift Station Electrical Improvements – Bid Phase\$23,700.00
 - F. Eastside Lift Station Electrical Improvements – Record Drawings.....\$3,000.00
 - Basic Services Total (Lump Sum)\$323,330.00**
- II. Special Services (Cost Plus Max)
 - G. Eastside Lift Station Electrical Improvements – Construction Phase General Representation.....\$65,200.00
 - Special Services Total (Cost Plus Max).....\$65,200.00**
 - AGREEMENT TOTAL (NOT-TO-EXCEED):.....\$388,530.00**

[REST OF PAGE LEFT INTENTIONALLY BLANK]

The parties hereby ratify and confirm all of the terms, provisions, covenants and conditions of the Original Agreement and acknowledge and agree that the Original Agreement remains in full force and effect, except as amended in this Amendment No. 1. To the extent that any provision contained herein conflicts with the Original Agreement, the provision contained herein shall supersede such conflicting provision contained in the Original Agreement. This Amendment No. 1 and the Original Agreement contain the entire agreement of the parties with respect to the matters contained herein. This Amendment No. 1 may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the Parties hereto.

[REST OF PAGE LEFT INTENTIONALLY BLANK]

EXECUTED in three (3) counterparts (each of which is an original) on behalf of ENGINEER shown below, and on behalf of the OWNER by its City Manager (thereunto duly authorized) this ____ day of _____, 2025.

OWNER:
CITY OF SHERMAN, TEXAS

ENGINEER:
FREESE AND NICHOLS, INC.

Dr. Zachary Flores, City Manager

Clayton C Barnard

Clayton C. Barnard, P.E., Principal

ATTEST:

ATTEST:

Leah Roberts
Executive Dir. of Administration, Acting City Clerk

Dominique Bordes

Dominique Bordes, Technical Support Specialist

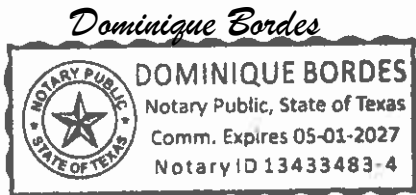
APPROVAL RECOMMENDED:

Wayne E. Lee, P.E., CFM / Director Engineering

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

BY: _____

NAME: _____
CITY ATTORNEY



CORPORATE ACKNOWLEDGMENT

THE STATE OF TEXAS §
COUNTY OF Dallas §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Clayton Barnard of Freese and Nichols, Inc. known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Freese and Nichols, 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.

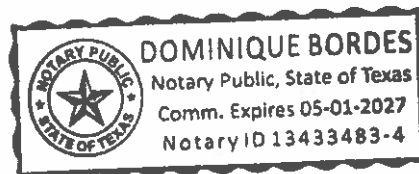
GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 2nd day of June, A.D. 2025.

Dominique Bordes

Notary Public In and For Dallas County, Texas

My Commission Expires:

May 1, 2027



RESOLUTION NO. 7351

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH FREESE AND NICHOLS, INC. FOR THE EASTSIDE LIFT STATION AND REGIONAL SEWER; 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 Freese and Nichols, Inc. for the Eastside Lift Station and Regional Sewer, in accordance with all contract documents attached hereto and made a part hereof for all purposes.

SECTION 2. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the 3rd day of September 2024.

CITY OF SHERMAN, TEXAS

ATTEST:

BY:

Linda Ashby
LINDA ASHBY, CITY CLERK

BY:

David Peyer
DAVID PEYER, MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

ABERNATHY, ROEDER, BOYD, & HULLET P.C.

BY:

Aliceson Cotton
RYAN D. PITTMAN, CITY ATTORNEY
Aliceson Cotton

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

Linda Ashby
CITY CLERK, SHERMAN, TEXAS

ISSUED: 9/11/2024

AGREEMENT

BETWEEN

THE CITY OF SHERMAN, TEXAS AND

FREESE AND NICHOLS, INC.

FOR

PROFESSIONAL SERVICES

Made as of the 3rd day of September, 2024:

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

and Consultant: **Freese and Nichols, Inc.**
6136 Frisco Square Blvd., Suite 375
Frisco, TX 75034
Telephone: (972) 624-9201

for the following Project: **Eastside Lift Station and Regional Sewer**

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

WHEREAS, City desires to engage Consultant to provide professional civil engineering services for the Eastside Lift Station and Regional Sewer ("Project"); and

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

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

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

**ARTICLE 1
CONSULTANT'S SERVICES**

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

ARTICLE 2 CITY'S RESPONSIBILITIES

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

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

ARTICLE 3 CONSULTANT'S COMPENSATION

- 3.1 **Compensation for Consultant's Services** – As described in "Article 1, Consultant's Services" of this Agreement, compensation for this Project shall be: (a) for Basic Services, on a lump sum basis in an amount not to exceed **Two Hundred Sixty-Five Thousand Five Hundred dollars (\$265,500.00)**; (b) for Special services, a cost plus basis an amount not to exceed **(\$0.00)** (collectively, "Consultant's Fee"); and (c) paid in accordance with this Article 3 and the Project Design Budget Summary as set forth in Exhibit B.
- 3.1.1 **Completion of Record Documents** – City and Consultant agree that the completion of Record Documents and/or "As-Built" Documents, including hard copy formatting and electronic formatting, shall be completed, submitted to, and accepted by City prior to payment. Completion of the Record Documents and/or "As-Built" documents shall be included in the Consultant's Fee and considered to be within the Scope of Services defined under this Agreement." The electronic formatting shall be consistent with the standards established in Exhibit C, Guidelines for Computer Aided Design and Drafting ("CADD"), which is attached hereto and incorporated herein by reference for all purposes.
- 3.1.2 **Disputes between City and Construction Contractor** – If the Project involves Consultant performing Construction Administration Services relating to an agreement between a Construction Contractor ("Contractor") and City, and on receipt of a written request by City, Consultant shall research previous and existing conditions of the Project, and make a determination whether or not to certify that sufficient cause exists for City to

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

- 3.1.3 **Consultation and Approval by Governmental Authorities and Franchised Utilities** – Consultant shall be solely responsible for identifying and analyzing the requirements of governmental agencies and all franchise utilities involved with the Project, and for consulting with such agencies and utilities to obtain all necessary approvals and/or permissions. Consultant shall be responsible for preparation and timely submittal of documents required for review, approval and/or recording by such agencies and/or utilities. Consultant shall be solely responsible for making such changes in the construction documents ("Construction Documents") as may be required by existing written standards promulgated by such agencies and/or utilities at no additional charge to City.
- 3.2 **Direct Expenses** – Direct Expenses ("Direct Expenses") are included in Consultant's Fee as described in Article 3.1 of this Agreement and include actual reasonable and necessary expenditures made by Consultant and Consultant's employees and subcontractors in the interest of the Project. All submitted Direct Expenses are to be within the amounts as stated in the Project Engineering Budget Summary set forth in Exhibit B, and consistent with Exhibit D, Guidelines for Direct Expenses; General and Administrative Markup; Travel and Subsistence Expenses, which is attached hereto and incorporated herein by reference for all purposes. Consultant shall be solely responsible for the auditing and accuracy of all Direct Expenses, including those of its subcontractors, prior to submitting to City for reimbursement. Any over-payment by City for errors in submittals for reimbursement may be deducted from Consultant's subsequent payment for Services; provided, however, that this shall not be City's sole and exclusive remedy for said over-payment.
- 3.3 **Additional Services** – Consultant shall provide the Services as described in the Scope of Services set forth in Exhibit A of this Agreement. If authorized in writing by City, Consultant shall provide additional services, to be compensated as provided in an Amendment to the Contract on a cost not to exceed sum or hourly basis in accordance with this paragraph ("Additional Services") and a mutually agreed estimate of man-hours and expenses. These services may include, but are not limited to:
- 3.3.1 Additional meetings, hearings, work-sessions or other similar presentations which are not provided for or contemplated in the Scope of Services described in Exhibit A.

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

Hourly Billable Rates by Position

Position	Hourly Rate Range
Professional 1	\$96 – 191
Professional 2	\$129 – 210
Professional 3	\$147 – 320
Professional 4	\$169 – 349
Professional 5	\$250 – 379
Professional 6	\$254 – 470
Construction Manager 1	\$125 – 177
Construction Manager 2	\$129 – 217
Construction Manager 3	\$162 – 217
Construction Manager 4	\$188 – 283
Construction Manager 5	\$224 – 331
Construction Manager 6	\$298 – 393
Construction Representative 1	\$85 – 100
Construction Representative 2	\$100 – 129
Construction Representative 3	\$136 – 204
Construction Representative 4	\$136 – 204
CAD Technician/Designer 1	\$92 – 133
CAD Technician/Designer 2	\$111 – 217
CAD Technician/Designer 3	\$144 – 276
Corporate Project Support 1	\$78 – 173
Corporate Project Support 2	\$89 – 254
Corporate Project Support 3	\$111 – 367

- 3.4 **Invoices** – No payment to Consultant shall be made until Consultant tenders an invoice to City. Consultant shall submit monthly invoices for Services rendered, based upon the actual percentage of work complete at the time the invoice is prepared, or shall submit invoices to City immediately upon completion of each individual task listed in **Exhibit B**. On all submitted invoices for Services rendered, Consultant shall include appropriate background materials to support the submitted charges on said invoice. Upon request, such background material may include, but is not limited to, employee timesheets, invoices for work obtained from other parties, and receipts and/or log information relating to Direct Expenses. All invoices shall provide a summary methodology for administrative markup and/or overhead charges.
- 3.5 **Timing of Payment** – City shall make payment to Consultant for said invoices within thirty (30) days following receipt and acceptance thereof. The parties agree that payment by City to Consultant is considered to be complete upon mailing of payment by City. Furthermore, the parties agree that the payment is considered to be mailed on the date that the payment is postmarked.
- 3.6 **Disputed Payment Procedures** – In the event of a disputed or contested billing by City, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. City shall notify Consultant of a disputed invoice, or portion of an invoice, in writing by the twenty-first (21st) calendar day after the date City receives the invoice. City shall provide Consultant an opportunity to cure the basis of the dispute. If a dispute is resolved in favor of Consultant, City shall proceed to process said invoice, or the disputed portion of the invoice, within the provisions of **Article 3.5** of this Agreement. If a dispute is resolved in favor of City, Consultant shall submit to City a corrected invoice, reflecting any and all payment(s) of the undisputed amounts, documenting the credited amounts, and identifying outstanding amounts on said invoice to aid City in processing payment for the remaining balance. Such revised invoice shall have a new invoice number, clearly referencing the previous submitted invoice. City agrees to exercise reasonableness in contesting any billing or portion thereof that has background materials supporting the submitted charges.
- 3.7 **Failure to Pay** – Failure of City to pay an invoice, for a reason other than on written notification as stated in the provisions of **Article 3.6** of this Agreement, to Consultant within sixty (60) days from the date of the invoice shall grant Consultant the right, in addition to any and all other rights provided, to, upon written notice to City, suspend performance under this Agreement, and such act or acts shall not be deemed a breach of this Agreement. However, Consultant shall not suspend performance under this Agreement prior to the tenth (10th) calendar day after written notice of suspension was provided to City, in accordance with Chapter 2251, Subchapter "D" of the TEX. GOV'T CODE. City shall not be required to pay any

invoice submitted by Consultant if Consultant breached any provision(s) herein.

- 3.8 **Adjusted Compensation** – If the Scope of the Project ("Scope of the Project") or if the Services are materially changed due to no error by Consultant in the performance of Services under this Agreement, the amounts of Consultant's compensation shall be equitably adjusted as approved by City in its sole discretion. Any additional amounts paid to Consultant as a result of any material change to the Scope of the Project shall be authorized by written Change Order duly executed by both parties before the Services are performed.
- 3.9 **Project Suspension** – If the Project is suspended or abandoned in whole or in part for more than three (3) months, Consultant shall be entitled to compensation for any and all work completed to the satisfaction of City in accordance with the provisions of this Agreement prior to suspension or abandonment. In the event of such suspension or abandonment, Consultant shall deliver to City all finished or unfinished documents, data, studies, drawings, maps, models, reports, photographs and/or any other items prepared by Consultant in connection with this Agreement prior to Consultant receiving final payment. If the Project is resumed after being suspended for more than three (3) months, Consultant's compensation shall be equitably adjusted as approved by City. Any additional amounts paid to Consultant after the Project is resumed shall be agreed upon in writing by both parties before the services are performed.

ARTICLE 4 OWNERSHIP OF DOCUMENTS

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

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

ARTICLE 5 CONSULTANT'S INSURANCE REQUIREMENTS

- 5.1 **Required General Liability Insurance** – Consistent with the terms and provisions of **Exhibit E**, Contractor Insurance Guidelines, which is attached hereto and incorporated herein by reference for all purposes, Consultant shall procure and maintain throughout the term of this Agreement, at no expense to City, a general liability insurance policy with a company that maintains a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s), and is authorized to transact business in the State of Texas, in an amount not less than One Million and 00/100 Dollars (\$1,000,000.00) for each occurrence, and Two Million and 00/100 Dollars (\$2,000,000.00) in the aggregate. Such policy shall name City, its officers, agents, representatives, and employees as additional insureds as to all applicable coverage. Such policy shall provide for a waiver of subrogation against City for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. Such policy shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal or material modification of any policies, evidenced by return receipt or United States Certified Mail. Consultant shall furnish City with certificates and required endorsement(s) evidencing such coverage prior to commencing work on the Project.
- 5.2 **Required Professional Liability Insurance** – Consistent with the terms and provisions of **Exhibit E**, Consultant shall procure and maintain throughout the term of this Agreement, at no expense to City, a professional liability (errors and omissions) insurance policy with a company that maintains a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s), and is authorized to transact business in the State of Texas, in an amount not less than One Million and 00/100 Dollars (\$1,000,000.00) for each claim, and Two Million and 00/100 Dollars (\$2,000,000.00) in the aggregate. Such policy shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal or material modification of any policies, evidenced by return receipt or United States Certified Mail. Consultant shall furnish City with certificates and

required endorsement(s) evidencing such coverage prior to commencing work on the Project.

5.3 **Required Workers Compensation Insurance** – Consistent with the terms and provisions of **Exhibit E**, Consultant shall procure and maintain throughout the term of this Agreement, at no expense to City, all Statutory Workers Compensation Insurance as required by the laws of the State of Texas. Such insurance policy shall be with a company that maintains a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent service(s), and is authorized to transact business in the State of Texas. Such policy shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal or material modification of any policies, evidenced by return receipt or United States Certified Mail. Consultant shall furnish City with certificates and required endorsement(s) evidencing such coverage prior to commencing work on the Project.

5.4 **Circumstances Requiring Umbrella Coverage or Excess Liability Coverage** – If the Project's size and scope warrant, and if identified on the checklist located in **Exhibit E**, Consultant shall procure and maintain throughout the term of this Agreement, at no expense to City, an umbrella coverage or excess liability coverage insurance policy with a company that maintains a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s), and is authorized to transact business in the State of Texas, in an amount of Two Million and 00/100 Dollars (\$2,000,000.00). Such policy shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal, or material modification of any policies, evidenced by return receipt or United States Certified Mail. Consultant shall furnish City with certificates and required endorsement(s) evidencing such coverage prior to commencing work on the Project.

ARTICLE 6 CONSULTANT'S ACCOUNTING RECORDS

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

ARTICLE 7 AUDITS AND RECORDS/VENDOR DISCLOSURE

Consultant agrees that at any time during normal business hours and as often as City may deem necessary, Consultant shall make available to representatives of City for examination all of its records with respect to all matters covered by this Agreement, and will permit such representatives of City to audit, examine, copy and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all

matters covered by this Agreement, and for a period of four (4) years from the date of final settlement of this Agreement or for such other or longer period, if any, as may be required by applicable statute or other lawful requirement.

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

ARTICLE 8 TERMINATION OF AGREEMENT/REMEDIES

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

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

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

ARTICLE 9 DISPUTE RESOLUTION/MEDIATION

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

ARTICLE 10 INDEMNITY

CONSULTANT SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS CITY AND ITS CITY COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES (COLLECTIVELY REFERRED TO AS "CITY" FOR PURPOSES OF THIS ARTICLE 10) FROM AND AGAINST ALL DAMAGES, INJURIES (WHETHER IN CONTRACT OR IN TORT, INCLUDING PERSONAL INJURY AND DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS (REGARDLESS OF WHETHER THE ALLEGATIONS ARE FALSE, FRAUDULENT OR GROUNDLESS), SUITS, ACTIONS, JUDGMENTS, LIENS, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEY'S FEES AND EXPENSES INCURRED IN ENFORCING THIS ARTICLE 10), THAT IN WHOLE OR IN PART ARISE OUT OF OR ARE CONNECTED WITH, OR THAT ARE ALLEGED TO HAVE ARISEN OUT OF OR CONNECTED WITH, GOODS AND/OR SERVICES PROVIDED BY CONSULTANT, ITS OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES OR ANY OTHER THIRD PARTIES FOR WHOM CONSULTANT IS LEGALLY RESPONSIBLE (COLLECTIVELY REFERRED TO AS "CONSULTANT" FOR PURPOSES OF THIS ARTICLE 10) PURSUANT TO THIS AGREEMENT AND/OR THE NEGLIGENT, GROSSLY NEGLIGENT AND/OR INTENTIONAL WRONGFUL ACT AND/OR OMISSION OF CONSULTANT IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT, REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OR STRICT LIABILITY OF THE CITY (COLLECTIVELY, "CLAIMS"). THIS INDEMNIFICATION PROVISION AND THE USE OF THE TERM "CLAIMS" IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT IS NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST CITY BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONSULTANT AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH THE CONSULTANT, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR

ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE. CONSULTANT IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS; PROVIDED, HOWEVER, THAT IF A COURT OF COMPETENT JURISDICTION SIGNS A JUDGMENT THAT BECOMES FINAL AND NON-APPEALABLE, DETERMINING THAT THE CITY (WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY) HAS JOINT, CONCURRENT OR SOLE NEGLIGENCE FOR THE CLAIMS IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS ("JUDGMENT"), THEN CONSULTANT IS NOT REQUIRED TO INDEMNIFY OR DEFEND CITY TO THE EXTENT OF THE NEGLIGENCE APPORTIONED TO CITY FOR EACH CAUSE(S) OF ACTION IDENTIFIED IN THE JUDGMENT. IN THE EVENT THE JUDGMENT PROVIDES THAT CITY IS JOINTLY, CONCURRENTLY OR SOLELY NEGLIGENT FOR THE CLAIMS REFERRED TO THEREIN, CITY AGREES TO REIMBURSE CONSULTANT FOR ALL REASONABLE AND NECESSARY COSTS INCURRED AND PAID BY CONSULTANT THAT ARE ATTRIBUTABLE TO CITY'S PERCENTAGE OF JOINT, CONCURRENT OR SOLE NEGLIGENCE, AS SET FORTH IN THE JUDGMENT, INCLUDING REASONABLE AND NECESSARY ATTORNEY'S FEES AND EXPENSES, WITHIN SIXTY (60) DAYS OF THE DATE THE JUDGMENT BECOMES FINAL AND NON-APPEALABLE. IF THIS AGREEMENT IS A CONTRACT FOR ENGINEERING OR ARCHITECTURAL SERVICES, THEN CONSULTANT'S INDEMNITY AND DEFENSE OBLIGATIONS UNDER THIS ARTICLE 10 ARE LIMITED BY, AND TO BE READ AS COMPLYING WITH, SECTION 271.904 OF THE TEXAS LOCAL GOVERNMENT CODE.

IN ITS SOLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY CONSULTANT IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY CITY, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CITY IN WRITING. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF CONSULTANT'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF CONSULTANT'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. CONSULTANT SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO DEFENSE OR

INDEMNIFICATION UNDER THIS AGREEMENT. IF CONSULTANT FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND CONSULTANT SHALL BE LIABLE FOR ALL COSTS INCURRED BY CITY. THE RIGHTS AND OBLIGATIONS CREATED BY THIS ARTICLE SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

ARTICLE 11 NOTICES

Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing the same in the United States Mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested; by facsimile; by electronic mail, with documentation evidencing the addressee's receipt thereof; or by delivering the same in person to such party a via hand-delivery service, or any courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notification, the addresses of the parties shall be as follows:

If to City, addressed to:

Tom Pruitt, PE
Utility Engineer
City of Sherman
220 W Mulberry St.
Sherman, TX 75091
Telephone: (903) 892-7212
Email: tomp@cityofsherman.com

With a copy to:

Abernathy, Roeder, Boyd & Hullett, P.C.
Attention: Ryan D. Pittman
1700 Redbud Blvd., Suite 300
McKinney, Texas 75069
Telephone: (214) 544-4000
Facsimile: (214) 544-4054
Email: rpittman@abernathy-law.com

If to Consultant, addressed to:

Jacob D. Pannell, PE
Project Manager
Freese and Nichols, Inc.
6136 Frisco Square Blvd, Suit 375
Frisco, Texas, 76034
Telephone: (972) 624-9208
Email: Jacob.pannell@freese.com

ARTICLE 12 MISCELLANEOUS

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

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

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

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

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

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

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

To the extent that **Exhibit A**, **Exhibit B**, **Exhibit C**, **Exhibit D**, **Exhibit E**, or **Exhibit F** are in conflict with provisions of this Agreement or each other, the provisions of this Agreement, then the provisions of **Exhibit B**, **Exhibit C**, **Exhibit D**, **Exhibit E**, **Exhibit F** or **Exhibit A** shall prevail in that order.

12.2 **Assignment and Subletting** – Consultant agrees that neither this Agreement nor the work to be performed hereunder will be assigned or sublet without the prior written consent of City. Consultant further agrees that the assignment or subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve Consultant of its full obligations to City as provided by this Agreement. All such approved work performed by assignment or subletting shall be billed through Consultant, and there shall be no third party billing.

- 12.3 **Attorney's Fees** – If either party files any action or brings any proceeding against the other arising from this Agreement, then as between City and Consultant, the prevailing party shall be entitled to recover as an element of its costs of suit, and not as damages, reasonable and necessary attorneys' fees and litigation expenses both at trial and on appeal, subject to the limitations set forth in TEX. LOC. GOV'T CODE § 271.153, as it exists or may be amended, if applicable.
- 12.4 **Successors and Assigns** – City and Consultant, and their respective partners, assigns, successors, subcontractors, executors, officers, agents, employees, representatives and administrators are hereby bound to the terms and conditions of this Agreement.
- 12.5 **Savings/Severability** – In the event of a term, condition, or provision of this Agreement is determined to be invalid, illegal, void, unenforceable, or unlawful by a court of competent jurisdiction, then that term, condition, or provision, shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been contained in this Agreement.
- 12.6 **Governing Law/Venue** – This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflict of law principles. The exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Grayson County, Texas.
- 12.7 **Execution/Consideration** – This Agreement is executed by the parties hereto without coercion or duress for any substantial consideration, the sufficiency of which is forever confessed.
- 12.8 **Authority** – The individuals executing this Agreement on behalf of the respective parties below represent to each other that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the other party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.
- 12.9 **Waiver** – Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance.
- 12.10 **Headings** – The headings of the various sections of this Agreement are included

solely for convenience of reference and are not to be full or accurate descriptions of the content thereof.

- 12.11 **Multiple Counterparts** – This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail and/or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.
- 12.12 **Immunity** – It is expressly understood and agreed that, in the execution and performance of this Agreement, City has not waived, nor shall be deemed to have waived, any immunity, governmental, sovereign and/or official, or defense that is available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth in this Agreement.
- 12.13 **Incorporation of Recitals** – The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct and are incorporated into the body of this Agreement and adopted as findings of City and the authorized representative of Consultant.
- 12.14 **Additional Representations** – Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had the opportunity to confer with its counsel.
- 12.15 **Miscellaneous Drafting Provisions** – This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply.
- 12.16 **No Third Party Beneficiaries** – Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third party beneficiaries by entering into this Agreement.
- 12.17 **Indemnity** – The parties agree that the Indemnity provision set forth in Article 10 of this Agreement is conspicuous and the parties have read and understood the same.
- 12.18 **Representations** – All representations and covenants made by one party to the other in this Agreement or in any certificate or other instrument delivered by one party to the other under this Agreement shall be considered to have been relied upon by the other party and will survive the satisfaction of any fees under this Agreement, regardless of any investigation made by either party.
- 12.19 **Independent Contractor** – In performing this Agreement, Consultant shall act as

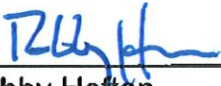
an independent contractor with respect to City. In no event shall this Agreement be construed as establishing a partnership, joint venture or similar relationship between the parties and nothing herein shall authorize either party to act as agent for the other. Consultant shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes and benefits with respect to all of Consultant's officers, directors, partners, employees and representatives, who shall not be considered City employees and shall not be eligible for any employee benefit plan offered by City.

- 12.20 **Debarment/Suspension** – City is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension. City, Consultant and Consultant's subcontractors shall comply with federal and state regulations regarding debarment and suspension. Consultant shall include a statement of compliance with federal and state debarment and suspension regulations in all third-party agreements for work on the Project.
- 12.21 **Restrictions on Lobbying** – City and Consultant are prohibited from using funds awarded under the Agreement for lobbying purposes. Consultant shall include a statement of compliance with this provision in applicable procurement solicitations and third-Party agreements for work on the Project.
- 12.22 **Appropriation of Funds** – Funds are not presently budgeted for City's performance under this Agreement beyond the end of City's 2023-2024 fiscal year. City will give Consultant sixty (60) days' notice if funds for City's performance are not budgeted to continue beyond that time. City shall have no liability for payment of any money for services performed after the end of City's 2023-2024 fiscal year unless and until such funds are budgeted.
- 12.23 **Reference to Consultant** – When referring to "Consultant," this Agreement shall refer to and be binding upon Consultant, and its officers, directors, partners, employees, representatives, contractors, subcontractors, licensees, invitees, agents, successors, assignees (as authorized herein), vendors, grantees, trustees, legal representatives and/or any other third parties for whom Consultant is legally responsible.
- 12.24 **Reference to City** – When referring to "City," this Agreement shall refer to and be binding upon City, its Council members, officers, agents, representatives, employees and/or any other authorized third parties for whom City is legally responsible.

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

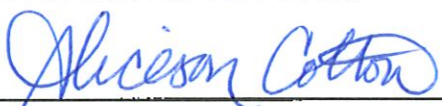
CITY:
City of Sherman, Texas,
a Texas home-rule municipality

CONSULTANT:
Freese and Nichols, Inc.
a Texas corporation

By: 
Robby Hefton
City Manager

By: 
Clayton C. Barnard
Principal/Vice President

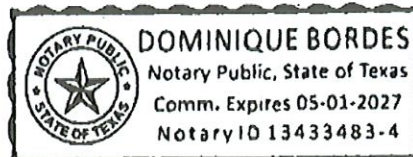
APPROVED AS TO FORM:


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

STATE OF TEXAS §
 §
COUNTY OF Dallas §

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED **CLAYTON C. BARNARD**, KNOWN TO ME TO BE ONE OF THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT; HE ACKNOWLEDGED TO ME THAT HE IS A PRINCIPAL / VICE PRESIDENT AND DULY AUTHORIZED REPRESENTATIVE FOR **FREESE AND NICHOLS, INC.**, AND THAT HE EXECUTED SAID INSTRUMENT FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 14th DAY
OF August 2024.



NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

My commission expires: May 1, 2027

EXHIBIT A SCOPE OF SERVICES

I. PROJECT DESCRIPTION

- a. The Eastside Lift station is an existing lift station facility at 3400 Hwy 56 in Sherman, TX. The facility is identified as a long-term CIP project in the August 2023 Wastewater Master Plan for capacity expansion as the northeastern sewer basin expands. However, the degrading state of the existing facility and criticality of the station necessitate the need for interim near-term rehabilitation until final improvements can be developed.
- b. This northeastern sewer basin, generally described as the area north of US 82 and east of US 75, includes a large number of existing lift stations. These stations are nearing their design capacity or design life, and the number of facilities adds operational challenges for City staff to manage. The August 2023 Wastewater Master Plan includes a long-term CIP project to consolidate some of these lift stations into a regional lift station. This would reduce the number of facilities for the City to manage as well as reroute flows which currently head into the downtown basin, where system expansion will be difficult.
- c. Due to the need for interim near-term rehabilitation at the existing Eastside Lift Station and knowing the long-term plan for a regional lift station in this basin, this project aims to develop the following:
 - i. Existing condition assessment of the facility and list of recommended near-term improvements. The intent with this phase would be to identify what items should be rehabilitated at the existing facility to bolster its reliability and to extend its useful life until the long-term final improvements are brought online. The design of the recommend improvements on the existing facility will be added by amendment to this scope at a later date.
 - ii. Analysis of the northeastern basin regional sewer. The intent with this phase would be to analyze and define the northeastern sewer basin, determine the ultimate sizing needed for the regional lift station and the Eastside Lift Station, and to develop the necessary supporting project phasing plan to develop this basin.
 - iii. Based on the regional analysis, FNI will advance into preliminary design of the Eastside Lift Station expansion. This phase would develop and analyze alternatives for the Eastside Lift Station. Final design will be added by amendment to this scope at a later date.

EXHIBIT A
SCOPE OF SERVICES

II. GENERAL REQUIREMENTS

- a. Specific design requirements shall be obtained from the City of Sherman Engineering Design Standards. Consultant will establish and summarize design criteria. The design criteria will be reviewed by the City for approval prior to beginning design work.
- b. Consultant shall coordinate with other engineering consultants, utility companies, franchise utilities, City of Sherman, pipeline companies, and any other entity which has facilities within or adjacent to the Project.
- c. Each time the Consultant submits memoranda or reports to City, two (2) copies (as well as PDF versions) of each shall be submitted, unless otherwise instructed. These shall be reviewed and checked by City and returned to Consultant for corrections. When the corrected copies of the memoranda or reports are returned to the City, the original and reviewed memoranda or reports shall also be returned to the City. All memoranda, reports, documents, provisions, attachments, and correspondence provided in accordance with this contract shall be dated.
- d. The Consultant shall submit a monthly report outlining, at a minimum, the work on the project which occurred the previous month, the work expected to be completed the following month, the next major project milestone, and any information needed from the City. The report is to be submitted with monthly invoice.
- e. Communications and Reporting:
 - i. Attend a project kickoff meeting with City staff to confirm and clarify scope, understand City objectives, and ensure economical and functional designs meet City requirements.
 - ii. Attend update review meeting with the City as outlined in the specific tasks below.
 - iii. Prepare and submit monthly invoices in the format acceptable to the City.
 - iv. Prepare and submit monthly progress reports.
 - v. Prepare and submit baseline Project Schedule initially, Project Schedule updates, and updated Opinion of Probable Construction Cost with each plan submittal.
 - vi. Coordinate with other agencies and entities as necessary for the design of the proposed infrastructure and provide and obtain information needed to prepare the design.
 - vii. With respect to coordination with permitting authorities, Consultant shall communicate with permitting authorities such that their regulatory requirements are appropriately reflected in the designs. Consultant

EXHIBIT A SCOPE OF SERVICES

shall work with regulatory authorities to obtain approval of the designs and make changes necessary to meet their requirements.

viii. Attend additional project coordination meetings, if needed.

III. **TASK SUMMARY. BASIC SERVICES:** FNI shall render the following professional services in connection with the development of the Project

IV. **Eastside Lift Station Existing Condition Assessment and Improvement Recommendations**

- a. FNI will visit the existing Eastside Lift Station site with the City to observe and record existing equipment and facility condition. FNI will visit the site up to two (2) times.
- b. FNI will meet with and interview City operations staff on repair history of the station and to understand operational needs and preferences.
- c. Typical components that will be evaluated for condition: process mechanical equipment such as piping, valves, and pumps, electrical and communication system, building and wet well structure, and yard piping.
- d. FNI will utilize the recent pump draw down performance testing performed on 05/09/23 and will not perform a new draw down performance test.
- e. FNI will analyze and develop contingency considerations and procedures for the existing station. This will include recommendations on backup power, recommendations on flow bypassing and pumping, and outline any recommended modifications to the existing facility or yard piping required to accommodate the outlined procedures.
- f. FNI will develop a draft technical memorandum documenting the existing condition and recommended near-term improvements. FNI will develop conceptual level opinion of construction costs (OPCC) for the recommended near-term improvements.
- g. FNI will conduct a review meeting with City staff to review the findings and recommendations in the technical memorandum.
- h. FNI will incorporate comments received from the City and finalize the technical memorandum.

EXHIBIT A
SCOPE OF SERVICES

V. Regional Northeast Sewer Basin Analysis

- a. FNI shall obtain As Built and proposed plans for developments, existing lift stations, roadway, storm sewer, water and sanitary sewer from the City.
- b. FNI shall request existing plans from 3rd party utilities including but not limited to existing power, telecom, and oil and gas pipelines.
- c. Building on the efforts developed as part of the wastewater master plan, FNI will analyze existing and anticipated flows within the basin. FNI will provide recommendations on phasing of supporting projects, such as existing lift station decommissioning and gravity interceptor projects, to support flow rerouting to the new lift station / regional lift station.
- d. FNI will verify flow requirements and finalize sizing of facilities for the Eastside lift station and force main. In addition, FNI will provide recommendations on phasing of pumping capacity based on the projected flows.
- e. FNI will verify flow requirements and finalize sizing of facilities for the Regional Lift Station and force main. In addition, FNI will provide recommendations on phasing of pumping capacity based on the projected flows. FNI will not perform detailed analysis or design of the Regional Lift Station or associated force main. FNI's analysis will be limited to ultimate and phased sizing of the facility, conceptual level siting of the facility, and conceptual level force main alignment.
- f. FNI will model the proposed project(s) in the existing wastewater model to analyze impacts of the rerouted flow and how the reduced flow to the downtown basin impacts other CIP projects.
- g. FNI will develop a draft technical memorandum documenting the overall proposed approach for the Northeast Sewer basin. FNI will deliver one electronic PDF copy of the draft technical memorandum for City review.
- h. FNI will conduct a review meeting with City staff to review and discuss the recommendations in the technical memorandum.
- i. FNI will incorporate comments received from the City and finalize the technical memorandum.

**EXHIBIT A
SCOPE OF SERVICES**

VI. Eastside Lift Station Preliminary Design Report

- a. Based on the sizing and phasing developed as part of the regional sewer analysis, FNI will advance the Eastside Lift Station to into preliminary design.
- b. FNI will develop a system curve based on the proposed layout and piping configuration at Eastside Lift Station. From this curve, preliminary pump selections will be made for the Eastside Lift Station. It is anticipated that submersible pumps in rectangular concrete wet wells will be utilized.
- c. FNI will develop up to two (2) conceptual site layouts for the proposed Eastside Lift Station. LiDAR and aerial / drone imagery will be used for this analysis.
- d. FNI will analyze up to two (2) proposed force main alignment options for the discharge of the Eastside Lift Station. It is anticipated that the force main will discharge into the South Dewey Avenue gravity interceptor. FNI will create preliminary pipeline profiles based on the conceptual alignments and generate HGL profiles for the proposed force main. LiDAR and aerial / drone imagery will be used for this analysis.
- e. Evaluate the use of a carbon based odor control air scrubber system at the Eastside Lift Station.
- f. Provide an evaluation of the proposed electrical systems and provide recommendations for the voltage of the new pumping units and associated electrical equipment. Coordinate requirements with the power company and prepare a one-line diagram. It is anticipated that the Eastside Lift Station will utilize vendor control panels and will have an on-site diesel generator.
- g. Perform preliminary path study to determine SCADA antenna height and location.

FNI shall prepare a Preliminary Design Report (PDR) for the project in sufficient detail to indicate generally the issues and alternate solutions to the City. The design report shall provide sufficient detail to meet the requirements of TCEQ Chapter 217. The report shall contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the considerations involved including, but not limited to, wet well sizing, preliminary pump selections, existing and proposed piping, constructability, electrical and instrumentation and structural issues. The report shall also include opinions of probable construction costs for the project and recommendation of FNI. It is anticipated that the PDR will include sanitary sewer elements only for compliance with TCEQ requirements and

EXHIBIT A
SCOPE OF SERVICES

will not include landscaping or site improvement information.

- h. FNI will attend one (1) review meeting with the City to discuss the results of the report.
- i. FNI will make any necessary modifications to the report based on the comments from the review meeting.

EXHIBIT A SCOPE OF SERVICES

I. ITEMS NOT INCLUDED IN THE EXISTING SCOPE OF SERVICES

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

1. Field layouts or the furnishing of construction line and grade surveys.
2. Making property, boundary and right of way surveys, preparation of easement and deed descriptions, including title search and examination of deed records.
3. Providing services to investigate existing conditions or facilities, or to make measured drawings thereof, or to verify the accuracy of drawings or other information furnished by the City.
4. Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications.
5. Preparing data and reports for assistance to the City in preparation for hearings before regulatory agencies, courts, arbitration panels or any mediator, giving testimony, personally or by deposition, and preparations thereof before any regulatory agency, court, arbitration panel or mediator.
6. Assisting the City in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this Agreement. Such services, if any, shall be furnished by FNI on a fee basis negotiated by the respective parties outside of and in addition to this Agreement.
7. Providing environmental support services including the design and implementation of ecological baseline studies, environmental monitoring, impact assessment and analyses, permitting assistance, and other assistance required to address environmental issues.
8. Design, contract modifications, studies, or analyses required to comply with local, State, Federal or other regulatory agencies that become effective after the date of this agreement.
9. Providing Basic or Special Services on an accelerated time schedule. The scope of this service includes cost for overtime wages of employees and

EXHIBIT A
SCOPE OF SERVICES

consultants, inefficiencies in work sequence and printing or reproduction costs directly attributable to an accelerated time schedule directed by the City.

10. Preparing statements for invoicing or other documentation for billing other than for the standard invoice for services attached to this professional services agreement.

EXHIBIT B
PROJECT DESIGN BUDGET SUMMARY

I. Basic Services

**A. Eastside Lift Station Near-Term Condition Assessment
and Improvement Recommendations** **\$74,000.00**
(Estimated 4 month duration)

B. Regional Northeast Sewer Basin Analysis **\$78,500.00**
(Estimated 9 month duration)

C. Eastside Lift Station Preliminary Design **\$113,000.00**
(Estimated 5 month duration, after completion of Item B)

Total Basic Services (Lump Sum) ***\$265,500.00***

Project Budget, Grand Total (Not-To-Exceed) ***\$265,500.00***

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

1. Files shall be done in DWG/DXF format.
2. Files shall be georeferenced in the State Plane, Texas North Central FIPS 4202 (feet) coordinate system, using a datum of NAD 83 Grid.
3. If a surface adjustment factor is applied to the data, any surface adjustment factors used should be clearly documented on the drawing.
4. If submissions for the Project relate to a plat, the file submitted must match exactly the plat that is submitted for recording.
5. The file shall contain required features for the project type as detailed below:
 - a. Pre-Construction/As-Built Plans and/or Record Documents:
 - i. Layers from Final Plat Requirements as Applicable to Project Type.
 - ii. Water Utility Features.
 - iii. Sanitary Sewer Features.
 - iv. Storm Sewer Features.
6. Each required feature group should be provided as a separate layer within the file.
7. Layer names should be representative of the information contained in the layer.
8. Line work should be done per accepted industry norms.
9. Text should not be smaller than 0.08" on a full size sheet, and should be a font such as Simplex, Calibri, or Arial.

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

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

II. **GUIDELINES FOR DIRECT EXPENSES.**

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

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

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

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

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

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

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

III. GUIDELINES FOR GENERAL AND ADMINISTRATIVE MARKUP.

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

IV. GUIDELINES FOR TRAVEL AND SUBSISTENCE EXPENSES.

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

EXHIBIT E
CONTRACTOR'S INSURANCE GUIDELINES

I. GENERAL INSURANCE REQUIREMENTS –

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

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

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

IV. INSURANCE CHECKLIST – "X" means that the following coverage(s) is required for this Agreement.

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

EXHIBIT E
CONTRACTOR'S INSURANCE GUIDELINES

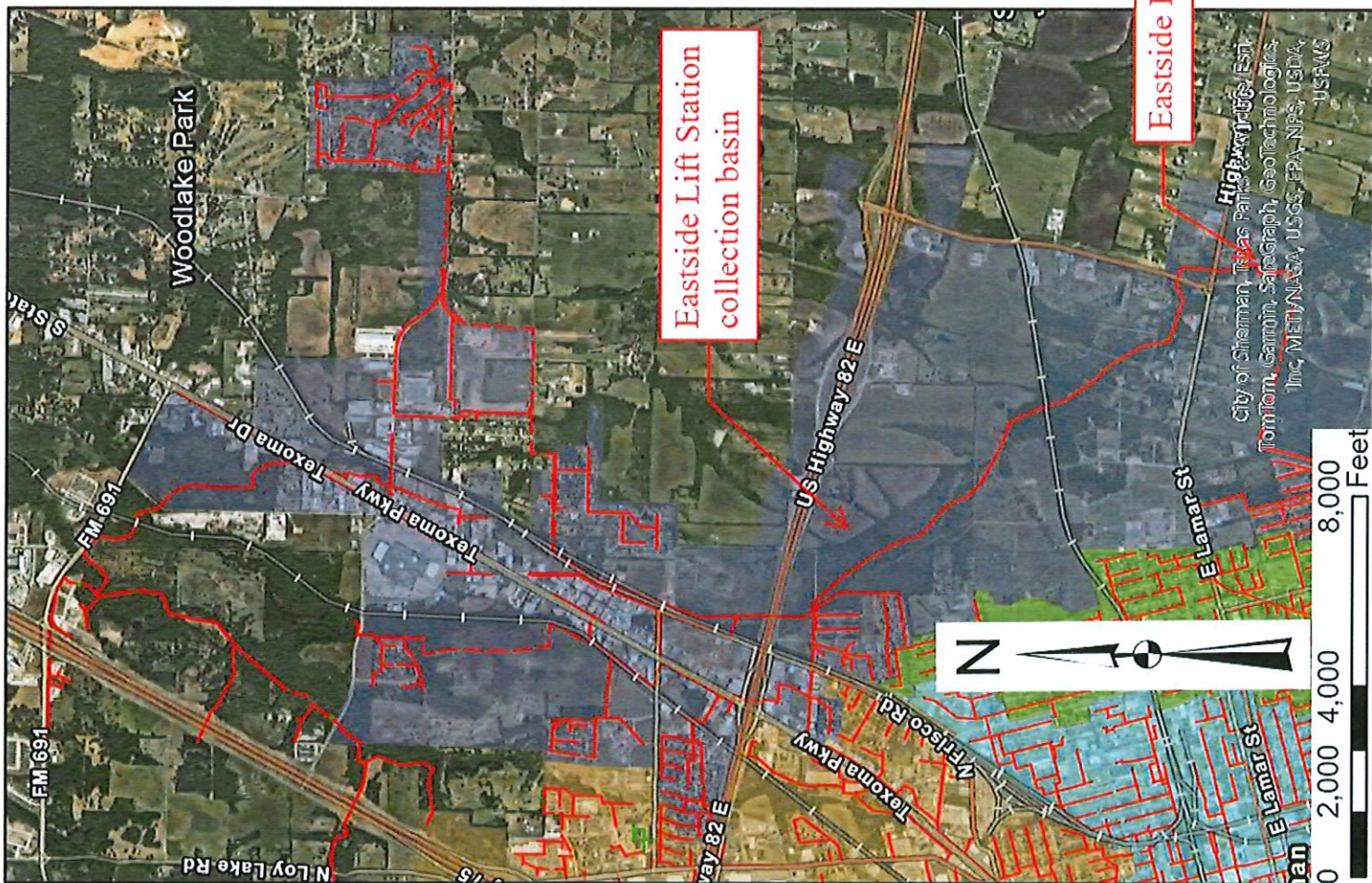
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| <u> X </u> | 4. | Professional Liability | <ul style="list-style-type: none">▪ Minimum \$1,000,000.00 each claim;▪ Minimum \$2,000,000.00 in the aggregate |
| <u> X </u> | 5. | Umbrella Coverage of Excess Liability Coverage | <ul style="list-style-type: none">▪ An amount of \$2,000,000.00▪ Minimum \$2,000,000.00 in the aggregate |
| <u> X </u> | 6. | City and its officers, agents, representatives and employees named as additional insured on General Liability Policy, as provided above. This coverage is primary to all other coverage City may possess. | |
| <u> X </u> | 7. | General Liability Insurance provides for a Waiver of Subrogation against the City for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. All insurance policies that are required to name the City as an additional insured must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance. | |
| <u> X </u> | 8. | Thirty (30) days' notice of cancellation, non-renewal, or material change required. The words "endeavor to" and "but failure" (to end of sentence) are to be eliminated from the Notice of Cancellation provision on standard ACORD certificates. | |
| <u> X </u> | 9. | Insurance company has a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s). | |
| <u> X </u> | 10. | The Certificate of Insurance must state the project title and bid number. | |
| <u> </u> | 11. | Other Insurance Requirements (State Below): | |

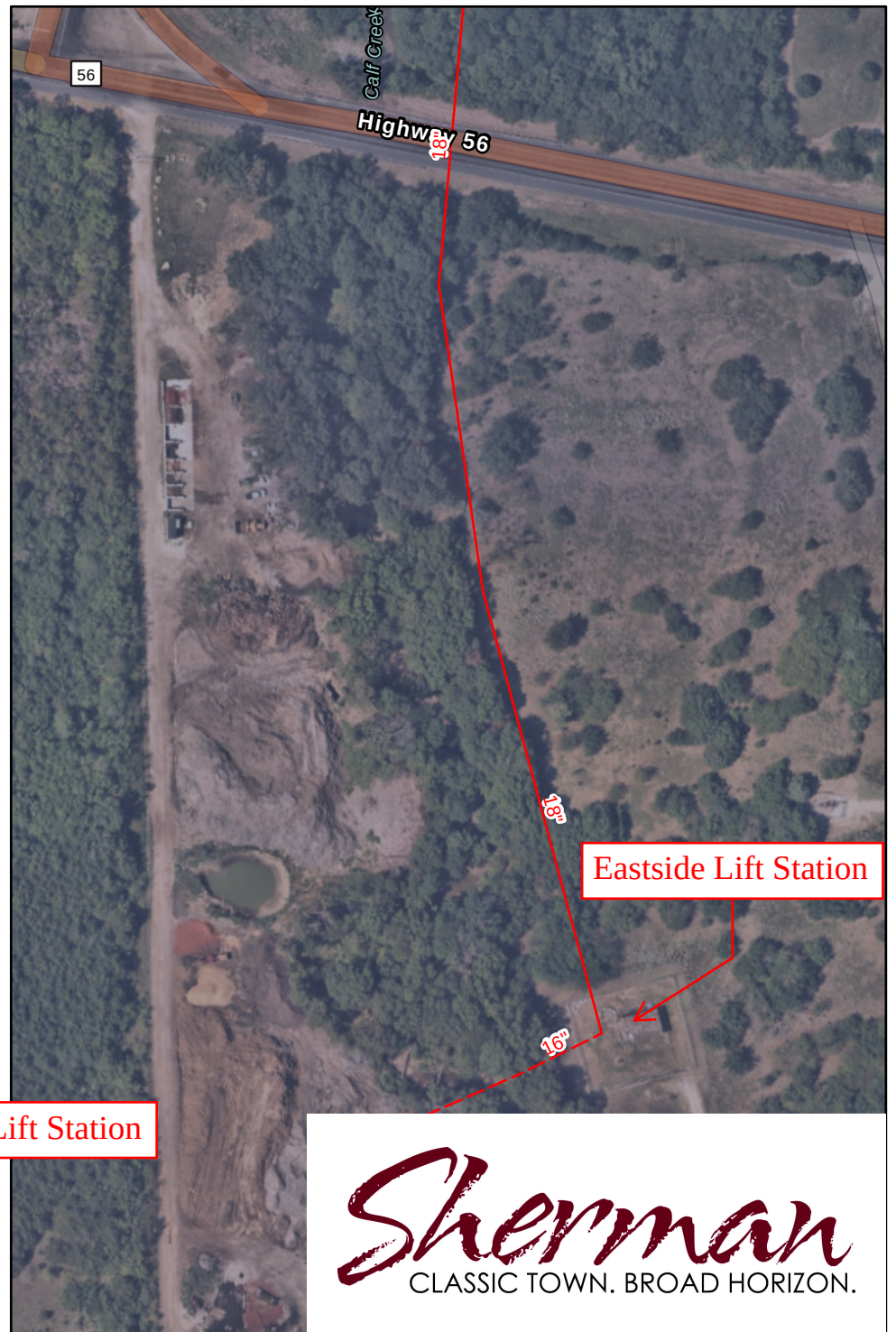
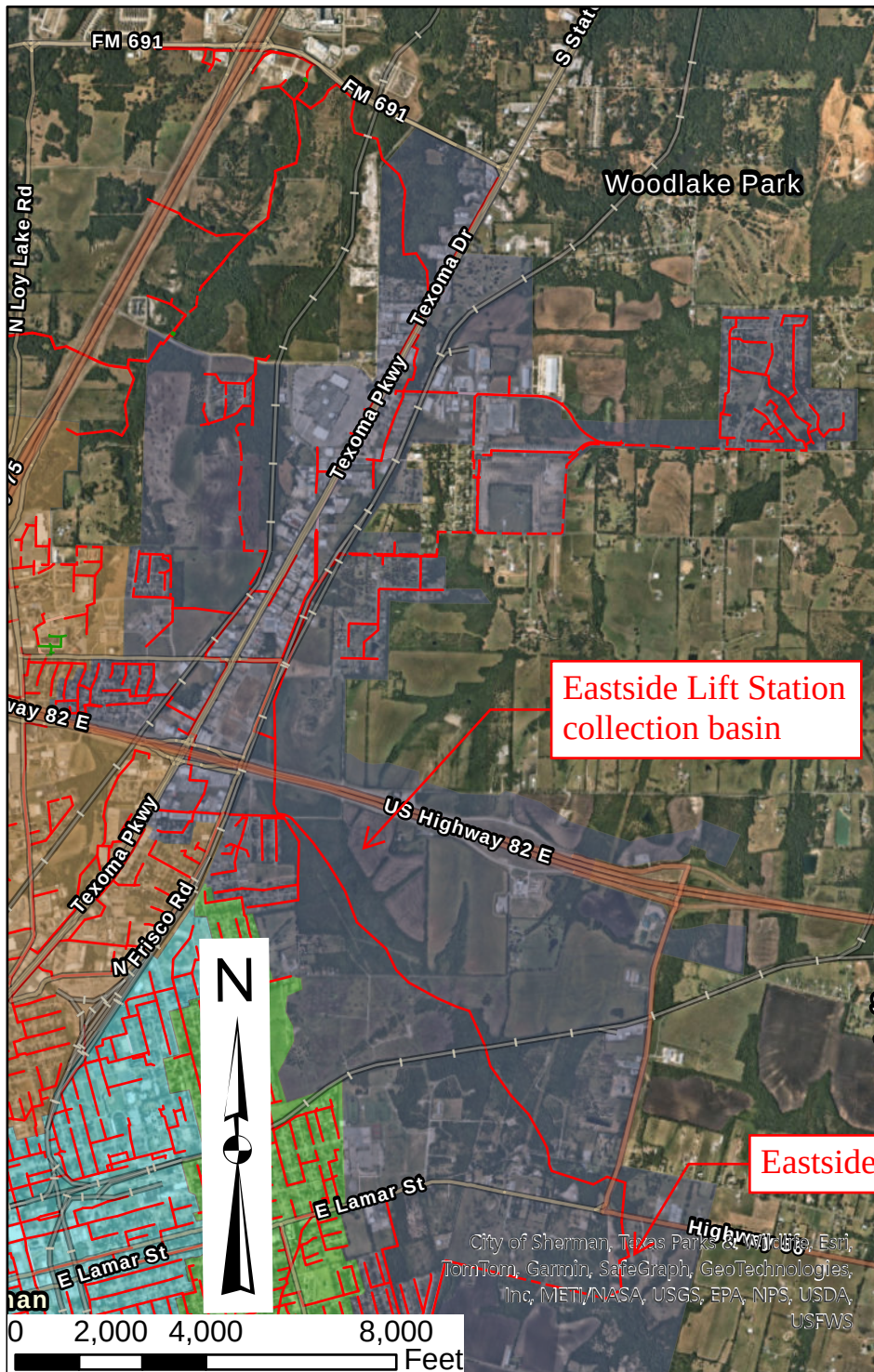
EXHIBIT F
CONFLICT OF INTEREST QUESTIONNAIRE, FORM CIQ

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor doing business with local governmental entity		OFFICE USE ONLY
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.		Date Received
1	Name of vendor who has a business relationship with local governmental entity. None	
2	☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)	
3	Name of local government officer about whom the information is being disclosed. N/A Name of Officer	
4	Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary. None A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor? ☐ Yes ☐ No B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity? ☐ Yes ☐ No	
5	Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more. None	
6	☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).	
7	 Signature of vendor doing business with the governmental entity 8/14/2024 Date	



Sherman
 CLASSIC TOWN. BROAD HORIZON.





Sherman
CLASSIC TOWN. BROAD HORIZON.



City Council Regular Meeting

Agenda Item No. F.4.

Meeting Date: 6/16/2025

Prepared By: Amy Zack, Administrative Secretary, Nic Emmons, Assistant Police Chief

Approved By: Zachary Flores, Acting City Manager

Caption:

*** RESOLUTION NO. 7539**

Authorizing Sherman Police Department to Apply for Four Officer Positions through the Cops Hiring Program Grant for FY25-26

Issue:

Seeking approval to submit an application to the US Department of Justice for four additional officers through the 2025 COPS Hiring Program (CHP) and approval to accept if awarded.

Background:

Law enforcement is historically reactive in nature, responding to calls for service rather than directed policing.

Staffing levels and the wide range of tasks make it difficult to address certain specific issues in policing without dedicated personnel. Current initiatives in policing require partnerships with the community to resolve complex social problems. The COPS Hiring Program Grant requires the Department to form community partnerships with dedicated staff to address specific issues within the community, such as violent assaults. If awarded the grant, the full salary of an entry-level officer would be provided for 36 months. The agency is required to fund the position for an additional 12 months. The Department is asking for four officers through the grant.

Capital Improvement Program:

Origination:

Sherman Police Department

Financial Consideration:

This grant requires the agency to pay 25% of matching funds. The grant would fund the first 36 months of employment and the City would be required to pay for the remaining 12 months without cutting the positions. If awarded, the Department of Justice would fund \$1,262,750.52 and the City's portion would be \$420,916.84. This grant increases funds as entry-level officer salaries increase.

Staff Recommendation:

The staff recommends approval of the grant application.

Alternatives:

The staff recommends submitting the 2025 COPS Hiring Program (CHP) application if awarded.

Attachments:

1. Resolution No. 7539

RESOLUTION NO. 7539

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING SHERMAN POLICE DEPARTMENT TO APPLY FOR FOUR OFFICER POSITIONS THROUGH THE COPS HIRING PROGRAM GRANT FOR FY25-26; 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, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute an Interlocal Agreement with the City of Denison and Grayson County for an award the 2024 Justice Assistance Grant, as set forth below and in accordance with the terms and provisions of the Interlocal Agreement attached hereto and incorporated herein for all purposes:

SECTION 2. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF THE CITY OF SHERMAN, TEXAS on this the 16th day of June 2025.

CITY OF SHERMAN, TEXAS

BY: _____
SHAWN TEAMANN, MAYOR

ATTEST:

BY: _____
LEAH ROBERTS
EXECUTIVE DIR. OF ADMIN.,
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

2025

Council Calendar

January						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
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February						
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April						
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May						
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June						
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July						
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August						
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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]