

**CITY OF SHERMAN
CITY COUNCIL REGULAR MEETING AGENDA
COMMUNITY ROOM OF THE SHERMAN POLICE DEPARTMENT HEADQUARTERS
2600 W. MULBERRY ST.
SHERMAN, TEXAS
MONDAY, JULY 7, 2025
5:00 PM**

- A.1. CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN**
- A.2. PLEDGE OF ALLEGIANCE AND INVOCATION LED BY DEPUTY MAYOR JUSTON DOBBS**
- A.3. APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF JUNE 2, 2025, THE CALLED BUDGET WORKSHOP MEETING OF JUNE 12, 2025 AND THE REGULAR CALLED CITY COUNCIL MEETING OF JUNE 16, 2025.**

Citizen Comments

B.1. CITIZEN COMMENTS

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

Consent Agenda

C.1. CONSENT AGENDA

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

Special Presentations

D.1. SPECIAL PRESENTATION

Presentation of Parks and Recreation Mobile Recreation Vehicle - POP Truck

Proclamations

E.1. PROCLAMATION

"Parks and Recreation Month" -- July 2025

Public Hearing

F.1. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6845

Amending Sherman's Zoning Ordinance/Code of Ordinance Chapter 14, to Rezone a Tract of Land Consisting of 16.690 acres being part of the Elizabeth Jones Survey, Abstract No. 625, City Of Sherman, Grayson County, Texas, Located in the 800 Block Interurban Parkway, Heretofore Zoned R-6 (Single Family Residential) 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, Veronica Munoz, Salient Group, LLC (Owner), Jonathan Hake, Cross Engineering (Representative/Engineer) and Underwood Drafting & Surveying, Inc. (Surveyor) Providing For A Penalty Not To Exceed \$2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

F.2. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6846

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

Amending Chapter 9 of the Code of Ordinances, Entitled "Personnel", Article 9.05, Entitled "Civil Service for Firefighters and Police Officers", at Section 9.05.026, Entitled "Authorized Number of Position", to Revise the Number of Authorized Positions in the Police Department; Providing for Inclusion in the Code of Ordinances; Providing for Severability; Providing for a Repealer

Close Public Hearing and Consider Adoption of Ordinances

G.1. CLOSE PUBLIC HEARING

Consider Adoption of Ordinances 6845 & 6846

Resolutions

H.1. RESOLUTION NO. 7540

Determining a Public Necessity to Acquire by Eminent Domain Certain Property in Fee Simple for Public Use, Including the Construction, Expansion, Access, Repair and Maintenance of Public Roadway Improvements for Interurban Parkway Project, Consisting of a 1.5652-Acre Tract of Land Conveyed to Moore Street 7, LLC as Recorded under Instrument Number 2021-18410 of the Official Public Records of Grayson County, Texas within the Elizabeth Jones Survey, Abstract No. 625, City of Sherman, Grayson County, Texas, as Deemed Necessary by the City Manager or his Designee; Giving Notice of an Official Determination to Acquire Certain Property for Public Use by Eminent Domain for Such Uses; Authorizing the City Manager of the City of Sherman, Texas to Establish Procedures for Acquiring the Property, Offering to Acquire the Property, Voluntarily, from the Landowner(s) Through the Making of Bona Fide Offers; Appropriating Funds; Providing for Repealing, Savings and Severability Clauses; and Providing for an Effective Date

H.2. * RESOLUTION NO. 7541

Authorize Execution of a First Amended Professional Services Agreement for Engineering Services Between the City of Sherman and ParkHill, Smith & Cooper, Inc., for the Contested Hearing for the Application of two Mustang SUD Wells.

H.3. * RESOLUTION NO. 7542

Authorizing the City Manager or his Designee to Execute an Agreement and Special Warranty Deed for the Purchase and Acquisition of Real Property from Cedar Ridge Development for the Expansion of Interurban Parkway, being 0.6646 Acres and 0.6782 Acres in the Elizabeth Jones Survey, Abstract No. 625, City of Sherman, Grayson County, Texas

H.4. * RESOLUTION NO. 7543

Authorizing Execution of a Professional Services Agreement with GEOTEX Engineering, LLC for Geotechnical Engineering and Construction Materials Testing

H.5. * RESOLUTION NO. 7544

Authorizing the Execution of an Encroachment Agreement with Garland Sunset, LLC for the Encroachment of an Existing Building within the proposed 10-foot Utility Easement and 15-foot Utility, Landscape, and Sidewalk Easement to be dedicated in the Final Plat of West Houston Addition, to be Filed in the Plat Records, Grayson County, Texas.

H.6. * RESOLUTION NO. 7545

Repealing and Replacing Resolution No. 7362; Establishing Salary Structures and Incentive/Certification Pay Schedules for Firefighters and Police Officers; Establishing Special Longevity Pay Schedules for Newly Hired Firefighters and Firefighters and Police Officers; Providing for an Effective Date

H.7. * RESOLUTION NO. 7546

Suspending the July 31, 2025 Effective Date of Oncor Electric Delivery Company's Requested Rate Change to Permit the City Time to Study the Request and to Establish Reasonable Rates; Approving Cooperation with the Steering Committee of Cities Serviced by Oncor to Hire Legal and Consulting Services and to Negotiate with the Company and Direct any Necessary Litigation and Appeals

Payment Authorization

I.1. * PAYMENT AUTHORIZATION

Authorization to pay for NeoGov Onboard annual services under the Omnia Partners (COBB COUNTY) IT Products and Services(# 23-6692-03)

Other Business

J.1. * OTHER BUSINESS

Purchase of Chemicals for the South MBR WWTP under Emergency Designation.

COUNCIL COMMENTS

EXECUTIVE SESSION

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

L.1. TEX. GOV'T CODE § 551.071

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

L.2. TEX. GOV.'T CODE § 551.072

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

L.3. TEX. GOV'T CODE § 551.073

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

L.4. TEX. GOV'T CODE § 551.074

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

a) Appoint Planning and Zoning Commission members and alternates

b) Texoma Community Center Board of Trustees (1)

L.5. TEX. GOV'T CODE § 551.076

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

L.6. TEX. GOV'T CODE § 551.087

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

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.

L.7. TEX. GOV'T CODE § 551.089

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

The Council reconvenes into General Session

Adjournment

COUNCIL CALENDAR

O.1. COUNCIL CALENDAR

2025 Council Calendar

CERTIFICATION

I, the undersigned authority, do hereby certify that the above Notice of Regular Meeting of the City Council of the City of Sherman is a true and correct copy of said Notice and that I posted a true and correct copy of said Notice on the bulletin board at City Hall (317 S. Travis) of said City of Sherman, Texas, a place convenient to the public, and said notice was posted on Thursday, July 3, 2025 at 4:59p.m., and said time of posting was 72 hours before said meeting was convened or called to order.

Dated this 7th day of July 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

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

DAYS PRIOR TO THE MEETING SO THAT APPROPRIATE ARRANGEMENTS CAN BE MADE.

Mayor

Shawn C.
Teamann

Deputy Mayor

Juston Dobbs

Council Members

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

Josh Stevenson, Council – District #2
Pamela L. Howeth, Council – District #3
Daron Holland, Council – District #4

ACTION MINUTES

The City Council of the City of Sherman held a regular meeting Monday, June 2, 2025, at 5:00 P.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 00:02:57

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

Members Present: Mayor Shawn Teamann, Deputy Mayor Juston Dobbs, Council Member Josh Stevenson, Council Member Pamela Howeth, Council Member Daron Holland, and Council Member Clay Barnett

Members Absent: Henry Marroquin

A.2. PLEDGE OF ALLEGIANCE AND INVOCATION LED BY COUNCIL MEMBER PAMELA L. HOWETH

Bookmarked at 00:03:10

A.3. APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF MAY 19, 2025.

Bookmarked at 00:04:05

The City Council reviewed the minutes of the May 19, 2025 Regular Meeting. Motion by Council Member Howeth to approve the Minutes as written. Second by Council Member Holland. All present voted AYE.

Citizen Comments

B.1. CITIZEN COMMENTS

Bookmarked at 00:04:19

Consent Agenda

C.1. CONSENT AGENDA

Bookmarked at 00:06:26

The Council reviewed the Consent Agenda. Council Member Barnett moved to approve Other Business on the Consent Agenda as presented. Second by Council Member Stevenson.

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

VOTING NAY: NONE.

MOTION CARRIED.

Public Hearing

D.1. PUBLIC HEARING

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

Bookmarked at 00:07:00

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

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

Bookmarked at 00:08:08

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

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

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

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

Bookmarked at 00:10:40

E.1. CLOSE PUBLIC HEARING

Consider Adoption of Ordinances 6837, 6838, & 6839.

Bookmarked at 00:11:04

Ordinances 6837, 6838, and 6839

Motion by Council Member Barnett to approve Ordinances 6837, 6838, and 6839. Second by Council Member Holland.

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

VOTING NAY: NONE.

Resolutions

F.1. RESOLUTION NO. 7532

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

Bookmarked at 00:11:32

Motion by Council Member Stevenson to approve Resolution No. 7532. Second by Council Member Holland.

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

VOTING NAY: NONE.

MOTION CARRIED.

F.2. RESOLUTION NO. 7533

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

Bookmarked at 00:12:02

Motion by Council Member Stevenson to approve Resolution No. 7533. Second by Deputy Mayor Dobbs.

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

VOTING NAY: NONE.

MOTION CARRIED.

F.3. RESOLUTION NO. 7534

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

Bookmarked at 00:14:11

Motion by Council Member Barnett to approve Resolution No. 7534. Second by Council Member Howeth.

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

VOTING NAY: NONE.

MOTION CARRIED.

F.4. RESOLUTION NO. 7535

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

Bookmarked at 00:15:06

Motion by Deputy Mayor Dobbs to approve Resolution No. 7535. Second by Council Member Holland.

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

VOTING NAY: NONE.

ABSTAIN: BARRETT

MOTION CARRIED.

Other Business

G.1. * OTHER BUSINESS

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

Bookmarked at 00:06:26

G.2. * OTHER BUSINESS

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

Bookmarked at 00:06:26

COUNCIL COMMENTS

Bookmarked at 00:20:10

EXECUTIVE SESSION

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

Mayor Teamann adjourned for Executive Session at 5:21 p.m.

Bookmarked at 00:23:40

I.1. TEX. GOV'T CODE § 551.071

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

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

I.2. TEX. GOV'T CODE § 551.072

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

I.3. TEX. GOV'T CODE § 551.073

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

I.4. TEX. GOV'T CODE § 551.074

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

I.5. TEX. GOV'T CODE § 551.076

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

I.6. TEX. GOV'T CODE § 551.087

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

I.7. TEX. GOV'T CODE § 551.089

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

The Council reconvenes into General Session Adjournment

Bookmarked at 01:00:47

Mayor Teamann reconvened into General Session at 5:58 p.m.

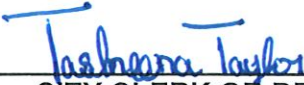
ADJOURNMENT

Bookmarked at 01:00:50

Mayor Teamann adjourned the meeting at 5:58 p.m.

Motion by Council Member Stevenson to approve Resolution No. 7534. Second by Council Member Barnett.

MAYOR



CITY CLERK OR DESIGNEE

ACTION MINUTES

The City Council of the City of Sherman held a called Budget Meeting Thursday, June 12, 2025 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 00:18:08

Mayor Teamann called the meeting to order at 8:03 a.m.

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

Bookmarked at 00:18:14

Citizen Comments

B.1. CITIZEN COMMENTS

Bookmarked at 00:18:31

Budget Workshop

C.1. BUDGET REVIEW

2025-2026 Budget Review

Bookmarked at 00:19:03

- Opening Comments and FY25 Work Plan Update
Bookmarked at 00:19:09
- Flyover and CIP Update
Bookmarked at 00:22:00
- Community Improvement/Code Enforcement
Bookmarked at 01:21:00
- Downtown
Bookmarked at 02:03:16
- Facilities
Bookmarked at 02:41:42
- Streets
Bookmarked at 03:16:27
- Working Lunch
Bookmarked at 03:49:16
- Public Safety
Bookmarked at 04:00:26
- Utility Fund
Bookmarked at 04:40:14
- General Fund
Bookmarked at 05:13:07
- FY26 Work Plan and Council Direction
Bookmarked at 05:33:01

COUNCIL COMMENTS

Bookmarked at 05:51:57

EXECUTIVE SESSION

No Executive Session Needed.

ADJOURNMENT

Bookmarked at 06:00:33

Mayor Teamann adjourned the meeting at 1:57 p.m.

Motion by Council Member Stevenson. Second by Deputy Mayor Dobbs.

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

VOTING NAY: NONE.

MOTION CARRIED.


CITY CLERK OR DESIGNEE

MAYOR

ACTION MINUTES

The City Council of the City of Sherman held a regular meeting Monday, June 16, 2025 at 5:00 P.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 00:12:06

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

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

Bookmarked at 00:12:15

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.

Bookmarked at 00:13:15

The City Council reviewed the minutes of the Budget Workshop meeting of June 26, 2024. Motion by Deputy Mayor Dobbs to approve the Minutes as written. Second by Council Member Howeth. All present voted AYE.

Mayor Teamann made a correction to the minutes.

The City Council reviewed the minutes of the Capital Improvement Program of May 22, 2025. Motion by Council Member Holland to approve the Minutes as written. Second by Deputy Mayor Dobbs. All present voted AYE.

Citizen Comments

B.1. CITIZEN COMMENTS

Bookmarked at 00:13:33

Consent Agenda

C.1. CONSENT AGENDA

Bookmarked at 00:14:19

The Council reviewed the Consent Agenda. Council Member Howeth moved to approve Resolution No. 758 and Resolution No. 7539 on the Consent Agenda as presented. Second by Council Member Holland.

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

VOTING NAY: NONE.

MOTION CARRIED.

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

Bookmarked at 00:14:52

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

Bookmarked at 00:22:39

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

Bookmarked at 00:24:02

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

Bookmarked at 00:25:07

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

Bookmarked at 00:25:55

E.1. CLOSE PUBLIC HEARING

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

Bookmarked at 00:27:06

Ordinance 6843

Motion by Council Member Barnett to approve Ordinance No. 6843. Second by Council Member Stevenson.

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

VOTING NAY: NONE.

MOTION CARRIED.

Ordinance 6844

Motion by Council Member Stevenson to approve Ordinances 6844. Second by Deputy Mayor Dobbs.

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

VOTING NAY: NONE.

Council Member Marroquin abstained from this motion.

Ordinance 6842

Motion by Council Member Stevenson to approve Ordinances 6842 with a 12 month expiration. Second by Council Member Barnett.

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

VOTING NAY: NONE.

Ordinance 6840

Motion by Council Member Stevenson to approve Ordinance No. 6840. Second by Council Member Howeth.

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

VOTING NAY: NONE.

MOTION CARRIED.

Ordinance 6841

Motion by Council Member Barnett to approve Ordinance No. 6841 with a 12 month expiration. Second by Council Member Holland.

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

VOTING NAY: NONE.

MOTION CARRIED.

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

Bookmarked at 00:36:50

Motion by Council Member Barnett to approve Resolution No. 7536. Second by Council Member Stevenson.

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

VOTING NAY: NONE.

MOTION CARRIED.

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

Bookmarked at 00:41:11

Motion by Council Member Stevenson to approve Resolution No. 7537. Second by Council Member Barnett.

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

VOTING NAY: NONE.

MOTION CARRIED.

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

Bookmarked at 00:44:38

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:

Bookmarked at 00:46:08

Mayor Teamann adjourned for Executive Session at 5:34 p.m.

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 Adjournment

Bookmarked at 01:31:19

Mayor Teamann reconvened into General Session at 6:18 p.m.

- Sherman Housing Authority

Bookmarked at 01:31:23

ADJOURNMENT

Bookmarked at 01:31:46

Mayor Teamann adjourned the meeting at 6:19 p.m.

Motion by Council Member Barnett. Second by Council Member Stevenson.

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

VOTING NAY: NONE.

MOTION CARRIED.

MAYOR


CITY CLERK OR DESIGNEE



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

- [illegible]



Grayson County Tax Assessor-Collector

Calculate

Clear

2024 Total Rate

Total Estimated Taxes

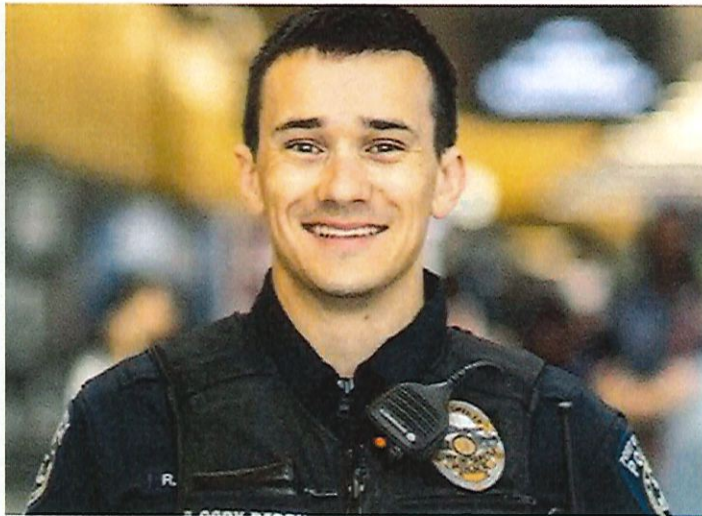
2.05%

\$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?

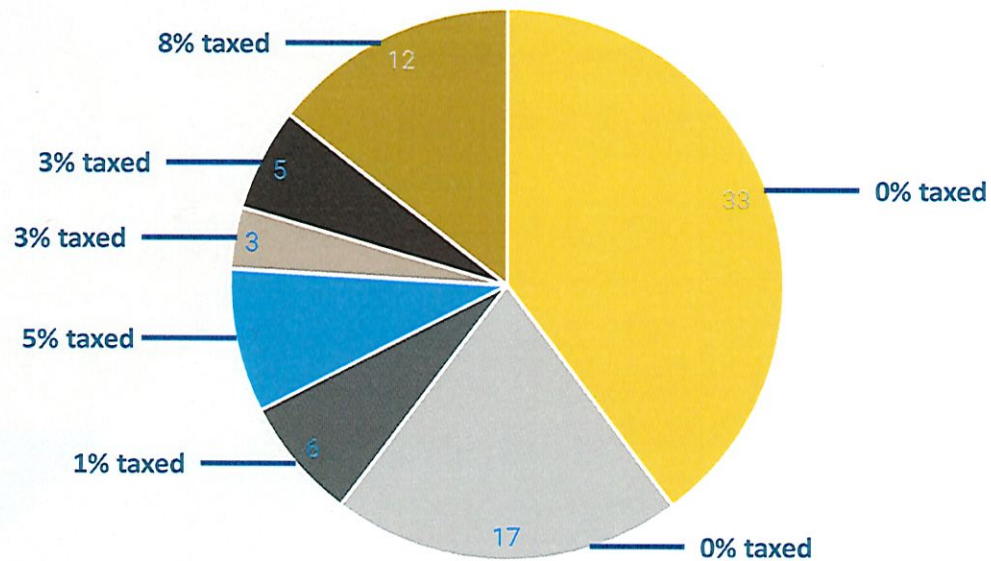
- Pays for 13.01 New Teachers' Salaries



- Pays for 4.34 New Police Officers' Salaries

Bureau of US Labor Statistics: Renters Have 8% More Disposable Income

Income Renter Spending



U.S. BUREAU OF LABOR STATISTICS

■ Home ■ Transportation ■ Food In ■ Food Out ■ Insurance + Healthcare ■ Entertainment ■ Other



Masterplan

**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

 Zillow



 Masterplan



SHERMAN CITY COUNCIL Agenda Communication Form

City Council Regular Meeting

Agenda Item No. C.1.

Meeting Date: 7/7/2025

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:

H. 2. *RESOLUTION NO. 7541

Authorize Execution of a First Amended Professional Services Agreement for Engineering Services Between the City of Sherman and ParkHill, Smith & Cooper, Inc., for the Contested Hearing for the Application of two Mustang SUD Wells.

H. *RESOLUTION NO. 7542

3. Authorizing the City Manager or his Designee to Execute an Agreement and Special Warranty Deed for the Purchase and Acquisition of Real Property from Cedar Ridge Development for the Expansion of Interurban Parkway, being 0.6646 Acres and 0.6782 Acres in the Elizabeth Jones Survey, Abstract No. 625, City of Sherman, Grayson County, Texas

H. *RESOLUTION NO. 7543

4. Authorizing Execution of a Professional Services Agreement with GEOTEX Engineering, LLC for Geotechnical Engineering and Construction Materials Testing

H. *RESOLUTION NO. 7544

5. Authorizing the Execution of an Encroachment Agreement with Garland Sunset, LLC for the Encroachment of an Existing Building within the proposed 10-foot Utility Easement and 15-foot Utility, Landscape, and Sidewalk Easement to be dedicated in the Final Plat of West Houston Addition, to be Filed in the Plat Records, Grayson County, Texas.

H. *RESOLUTION NO. 7545

6. Repealing and Replacing Resolution No. 7362; Establishing Salary Structures and Incentive/Certification Pay Schedules for Firefighters and Police Officers; Establishing Special Longevity Pay Schedules for Newly Hired Firefighters and Firefighters and Police Officers; Providing for an Effective Date

H. *RESOLUTION NO. 7546

7. Suspending the July 31, 2025 Effective Date of Oncor Electric Delivery Company's Requested Rate Change to Permit the City Time to Study the Request and to Establish Reasonable Rates; Approving Cooperation with the Steering Committee of Cities Served by Oncor to Hire Legal and Consulting Services and to Negotiate with the Company and Direct any Necessary Litigation and Appeals

I. 1. *PAYMENT AUTHORIZATION

Authorization to pay for NeoGov Onboard annual services under the Omnia Partners (COBB COUNTY)
IT Products and Services(# 23-6692-03)

J. 1. *OTHER BUSINESS

Purchase of Chemicals for the South MBR WWTP under Emergency Designation

Background:

Capital Improvement Program:

Origination:

Financial Consideration:

Staff Recommendation:

Alternatives:

Attachments:

None



City Council Regular Meeting

Agenda Item No. D.1.

Meeting Date: 7/7/2025

Prepared By: Theresa Hutchinson, Park & Recreation Manager

Approved By: Zachary Flores, Acting City Manager

Caption:

Special Presentation

Presentation of Parks and Recreation Mobile Recreation Vehicle - POP Truck

Issue:

Background:

The POP (Portable Outdoor Play) Truck is an exciting new addition to the Parks and Recreation fleet, built from a repurposed ambulance and transformed into a vibrant, mobile hub for fun. Wrapped in a fresh, eye-catching design and packed with classic and modern games, the POP Truck is designed to bring play directly to the community. Its spacious interior has been reimagined to house a wide range of recreational equipment, allowing for quick setup of engaging activities wherever it goes.

You'll spot the POP Truck at favorite events like Touch-a-Truck, Popsicles in the Park, and the Father-Son Campout, as well as larger celebrations such as Lights on the Lake, Hot Summer Nights, and Arts Fest. Beyond simply adding value to existing programs, the POP Truck introduces a new way for families to connect and play together in our parks. It represents a fresh approach to recreation—bringing joy, movement, and community engagement to every corner of the city.

Capital Improvement Program:

Origination:

Financial Consideration:

No Financial Consideration

Staff Recommendation:

Alternatives:

Attachments:

None



City Council Regular Meeting

Agenda Item No. E.1.

Meeting Date: 7/7/2025

Prepared By: Theresa Hutchinson, Park & Recreation Manager

Approved By: Zachary Flores, Acting City Manager

Caption:

Proclamation

"Parks and Recreation Month" -- July 2025

Issue:

To present a proclamation designating July 2025 as "Parks and Recreation Month" in Sherman.

Background:

Because parks and recreation is an integral part of communities, the U.S. House of Representatives has designated July as Parks and Recreation Month. Sherman's parks and recreation programs and activities provide our citizens with many activities and advantages, and are a major part of the quality of life in our community.

Capital Improvement Program:

Origination:

Parks and Recreation Department

Financial Consideration:

There are no financial considerations.

Staff Recommendation:

It is recommended that the City Council present a proclamation designating July 2025 as "Parks and Recreation Month" in Sherman.

Alternatives:

The City Council could choose not to present the proclamation.

Attachments:

1. Proclamation-Park-and-Rec-Month

Designation of July as Park and Recreation Month

WHEREAS parks and recreation programs are an integral part of communities throughout this country, including Sherman, Texas; and

WHEREAS parks and recreation promotes health and wellness, improving the physical and mental health of people who live near parks; and

WHEREAS parks and recreation promotes time spent in nature, which positively impacts mental health by increasing cognitive performance and well-being, and alleviating illnesses such as depression, attention deficit disorders, and Alzheimers; and

WHEREAS parks and recreation encourages physical activities by providing space for popular sports, hiking trails, swimming pools and many other activities designed to promote active lifestyles; and

WHEREAS parks and recreation is a leading provider of healthy meals, nutrition services and education; and

WHEREAS park and recreation programming and education activities, such as outof-school time programming, youth sports and environmental education, are critical to childhood development; and

WHEREAS parks and recreation increases a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and

WHEREAS parks and recreation is fundamental to the environmental well-being of our community; and

WHEREAS parks and recreation is essential and adaptable infrastructure that makes our communities resilient in the face of natural disasters and climate change; and

WHEREAS our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and

WHEREAS the U.S. House of Representatives has designated July as Parks and

NOW THEREFORE, I Sean Teamann, Mayor of the City of Sherman, Texas by the authority vested in me, to herby proclaim July 2025 Parks and Recreation Month in the City of Sherman.



City Council Regular Meeting

Agenda Item No. F.1.

Meeting Date: 7/7/2025

Prepared By: Rob Rae, Developmental Services Director

Approved By: Zachary Flores, Acting City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6845

Amending Sherman's Zoning Ordinance/Code of Ordinance Chapter 14, to Rezone a Tract of Land Consisting of 16.690 acres being part of the Elizabeth Jones Survey, Abstract No. 625, City Of Sherman, Grayson County, Texas, Located in the 800 Block Interurban Parkway, Heretofore Zoned R-6 (Single Family Residential) 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, Veronica Munoz, Salient Group, LLC (Owner), Jonathan Hake, Cross Engineering (Representative/Engineer) and Underwood Drafting & Surveying, Inc. (Surveyor) Providing For A Penalty Not To Exceed \$2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

Issue:

Consideration of a Zone Change for 16.690 acres of land located in the 800 Block Interurban Parkway from an R-6 (Single Family Residential) District to a PD (Planned Development) District with a base zoning district of MF-30 (Multi-Family Residential) District.

Background:

The property is located in the 800 Block Interurban Parkway near the corner of Interurban Parkway and South Holly Avenue. The owner is requesting a Zone Change from an R-6 (Single Family Residential) District to a PD (Planned Development) District with a base zoning district of MF-30 (Multi-Family Residential) District.

This item was recommended for approval from P&Z on 6/18/2024. The item was withdrawn by the applicant at the request of city staff in anticipation of the potential changes to the zoning ordinance regarding Planned Development minimum size requirements for multi-family developments.

The following has been approved for this location:

800 Block South Holly Avenue (Street name changed to Interurban Parkway)

- 6/18/2024 – Public Hearing and Zone Change from an R-6 (Single Family Residential) District to an MF-30 (Multi-Family Residential) District.

(Approved at P&Z 6/18/2024 / Withdrawn from City Council)

At the September 18, 2024 regular meeting, the Planning and Zoning Commission voted 7/0 to recommend to City Council that the Zone Change be approved with the inclusion of exterior finish details satisfying the City Staff.

Capital Improvement Program:

Origination:

Veronica Munoz, Salient Group, LLC (Owner), Jonathan Hake, Cross Engineering (Representative/Engineer) and Underwood Drafting & Surveying, Inc. (Surveyor)

Financial Consideration:

None

Staff Recommendation:

Staff does not have an objection to this item.

Alternatives:

The City Council could deny the request.

Attachments:

1. Ordinance No. 6845
2. Exhibit A - Survey
3. Exhibit B - Zoning Exhibit
4. Exhibit C - Landscape Plan
5. Exhibit D - Building Elevations
6. Location Map
7. Zoning Map
8. Future Landuse Map
9. Property Notification Sign
10. Narrative

ORDINANCE NO. 6845

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 16.690 ACRES, BEING PART OF THE ELIZABETH JONES SURVEY, ABSTRACT NO. 625, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED IN THE 800 BLOCK INTERURBAN PARKWAY, HERETOFORE ZONED R-6 (SINGLE FAMILY RESIDENTIAL) 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; VERONICA MUNOZ, SALIENT GROUP, LLC (OWNER), JONATHAN HAKE, CROSS ENGINEERING (REPRESENTATIVE/ENGINEER) AND UNDERWOOD DRAFTING & SURVEYING, INC. (SURVEYOR); PROVIDING FOR A PENALTY NOT TO EXCEED \$2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW

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

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

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

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

SECTION 1. That, from and after the effective date of this Ordinance, the property described in **Exhibit A – Survey and Legal Description**, attached hereto, located in the 800 Block Interurban Parkway, and all streets, roads and alleyways contiguous and/or adjacent thereto, shall be rezoned and placed as a PD (Planned Development) with a base zoning MF-30 (Multi Family Residential) District, 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 Planned Development District zoning classification. The Property shall be developed in compliance with the additional requirements as set forth and/or depicted herein and in the following exhibits, each of which are attached hereto and incorporated herein by reference for all purposes:

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

The Property shall be developed in compliance with the standards set forth herein, in Exhibit B and Exhibit C 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 7th day of July 2025.

ADOPTED on this the 7th day of July 2025.

EFFECTIVE DATE on this the 7th day of July 2025.

CITY OF SHERMAN, TEXAS

BY: _____
SHAWN TEAMANN, MAYOR

ATTEST:

BY: _____
LEAH ROBERTS, ACTING CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

EXHIBIT A

~ 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:

Copyright © 2020
Underwood Drafting & Surveying, Inc.
All rights reserved.

WOODLAND ADDITION BLOCK 3 LOT 5, 6 & 7
DENNIS WAINE TEAGUE
DOCUMENT NO. 2018-7504
O.P.R.G.C.T.

TERRACE OAKS

2.95 ACRES
SHIRLEY NICHOLS
VOL. 2457, PG. 756
O.P.R.G.C.T.

EASEMENT TO
TEXAS POWER AND LIGHT COMPANY
VOLUME 254, PAGE 168
D.R.G.C.T.
(DOCUMENT DOES NOT DEFINE WIDTH)

S 63°26'11" W
77.81'

S 15°18'30" E
80.36'

S 52°11'48" W
186.91'

211.4 ACRES
SSCGC HOLDINGS LLC
VOL. 5232, PG. 220
O.P.R.G.C.T.

9.41 AC
VILLAS OF SHERMAN
LTD. PTH.
VOL. 11, PG. 49
P.R.G.C.T.

1.0 AC
CRETA LYNN CARTER
VOL. 2407, PG. 380
O.P.R.G.C.T.

LOT 2
MORGAN VILARREAL
DOC. NO. 2020-314
O.P.R.G.C.T.

WALTON AND
KATHA BLOCK 3
LOT 1 AND 2
DOC. NO. 2018-7504
O.P.R.G.C.T.

SCALE
1" = 100'

16.690 ACRES

LEGAL DESCRIPTION

Situated in the County of Grayson, State of Texas, being a part of the Elizabeth Jones Survey, Abstract No. 625, and being all of the same tract of land described as 17.7 acres conveyed to 1401-1405 West Moore, LLC by deed recorded in Volume 5114, Page 118, Official Public Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows:

Beginning at a set 1/2" steel rod at the southwest corner of Lot 2, of the Holly Moore Addition to the City of Sherman, Texas by plat recorded in Doc No. 2020-7 Official Public Records, Grayson County, Texas;

Thence South 74°52'03" West with the south line of said 17.7 acre tract a distance of 1442.67 feet to a set 1/2" steel rod;

Thence North 15°46'36" West with the east line of a 62.16 acre tract of land conveyed to Collins Holding LP by deed recorded in Volume 1517, Page 621, Deed Records, Grayson County, Texas, a distance of 447.02 feet to a found 1/2" steel rod;

Thence North 74°47'53" East with the north line of said 17.7 acre tract a distance of 1699.74 feet to a set 1/2" steel rod;

Thence South 14°24'29" East with the west Right-of-Way of South Holly Avenue a distance of 281.26 to a set 1/2" steel rod

Thence over and across said 17.7 acre tract the following calls and distances:
South 63°26'11" West a distance of 77.81 feet to a found 1/2" steel rod;
South 52°11'48" West a distance of 186.91 feet to a found 1/2" steel rod;
South 15°18'30" East a distance of 80.36 feet to the Point of Beginning and containing 16.690 acres of land.

LEGEND

- 1/2" STEEL ROD SET
- 1/2" STEEL ROD FOUND
- POWER POLE
- GAS METER
- WATER METER
- BOUNDARY LINE
- PROPERTY LINE
- BARBIRE FENCE
- CHAINLINK FENCE
- STOCKADE FENCE

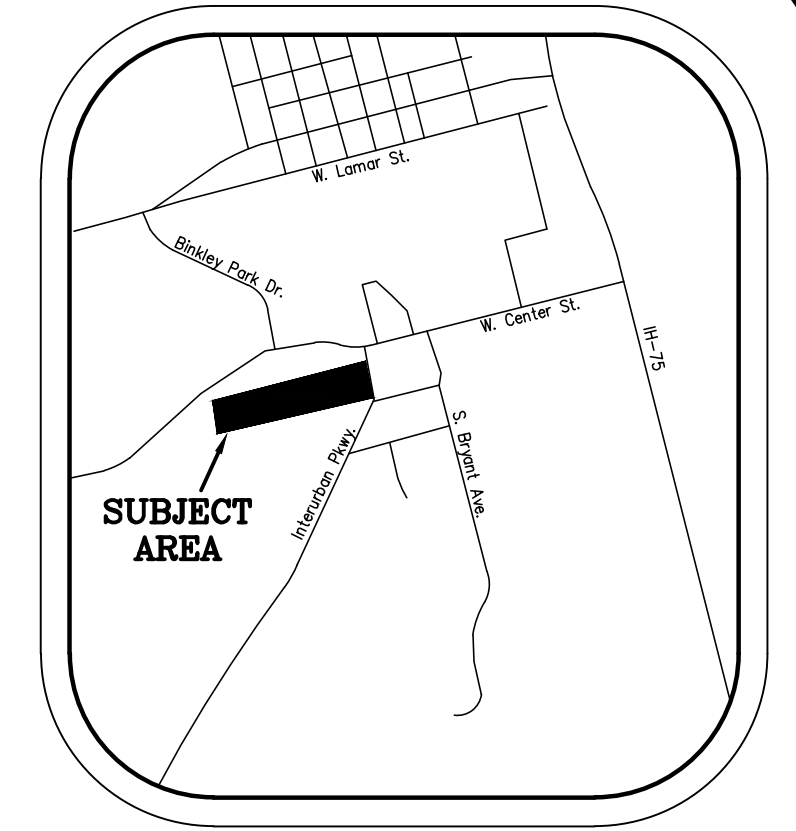
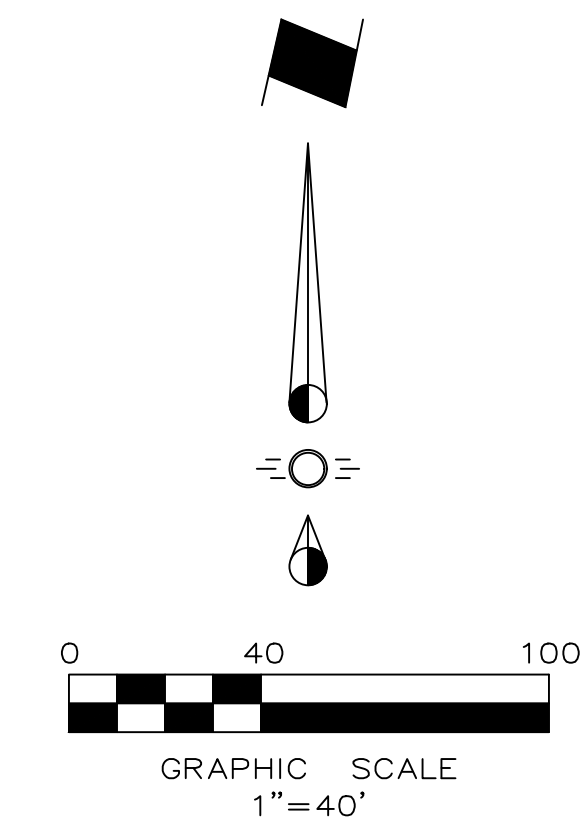
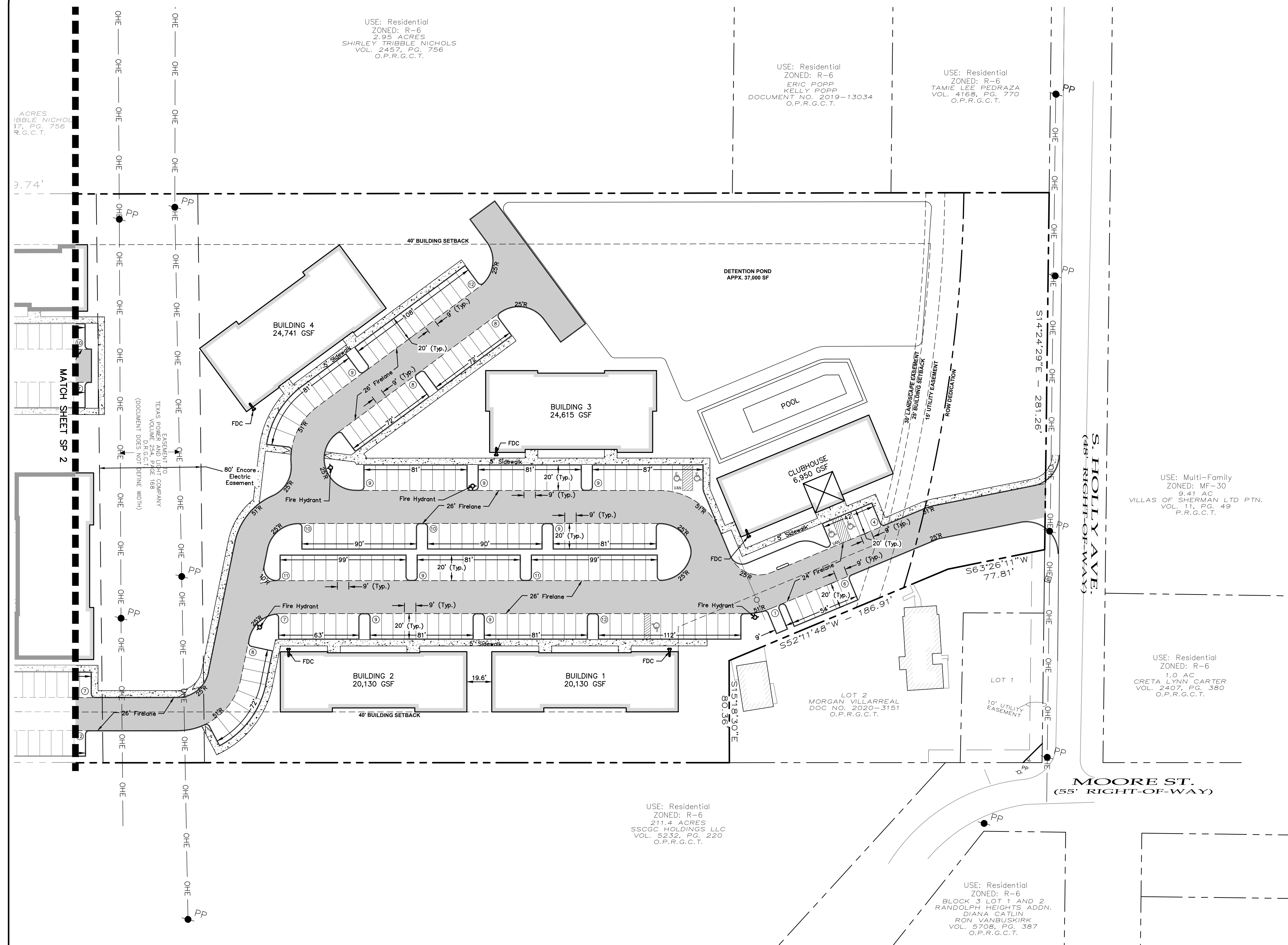
I, Douglas W. Underwood, Registered Professional Land Surveyor, hereby certify that a survey was made on the ground on the property legally described herein, and that the plat herewith is a true, correct and accurate representation of the property legally described hereinabove.



D.W. Underwood
Douglas W. Underwood
Registered Professional
Land Surveyor No. 4709
DATE OF SURVEY: 10/30/2020

UNDERWOOD
DRAFTING & SURVEYING

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

VICINITY MAP
NTS

SITE DATA TABLE		
Name of Project/Development	South Holly Apartments Sherman	
Proposed Use:	Multi-Family	
Existing Zoning:	R-6	
Proposed Zoning:	MF-30	
Lot Area Gross:	16.690	Acres (727,032 SF)
Lot Area Net: (Post ROW Dedication)	15.870	Acres (691,316 SF)
Impervious Surface Area:	403,916	
Pervious Surface Area:	299,578	
Open Space	20,000	(20,000 SF Min.)
BUILDING DATA		
Total Building Gross Square Footage	338,555	
Total Gross Intensity (FAR)	0.490	:1
Units:	336	
Bedrooms:		
1-Bedroom Units	198	
2-Bedroom Units	120	
3-Bedroom Units	18	
Total Bedrooms:	492	
Density:	21.2	Units/Acre
Square Footage (Footprint)		
Building 1	6,710	SF
Building 2	6,710	SF
Building 3	8,206	SF
Building 4	8,247	SF
Building 5	8,868	SF
Building 6	7,707	SF
Building 7	8,206	SF
Building 8	8,588	SF
Building 9	8,588	SF
Building 10	8,206	SF
Building 11	8,868	SF
Building 12	8,206	SF
Building 13	8,206	SF
Building 14	7,129	SF
Leasing/Club	6,950	SF
Total Square Footage (Footprint)	119,395	SF
Percent Lot Coverage	17.3%	
Setbacks		
Front Setback	40'	
Side Interior Setback	40'	
Rear Setback	40'	
Maximum Structure Height	<50'	
Provided Structure Height	48'	Roof Peak
Max No. Stories/Floors	3-Stories	
PARKING & ACCESS		
Parking Required:		
1.5 Spaces per 1-bedroom	297	
2.0 Spaces per 2-bedroom	240	
2.5 Spaces per 3-bedroom	45	
Total Parking Required	582	
Parking Provided:	610	
# Disabled Parking	10	2 Van Accessible

LEGEND

- | | |
|---|------------------------------|
|  | Proposed Firelane |
|  | Proposed Sidewalk |
|  | Existing Fire Hydrant |
|  | Water Valve |
|  | Existing Power Pole |
|  | Existing Overhead Power Line |
|  | Proposed Overhead Power Line |
|  | Barrier Free Ramp |
|  | Fire Hydrant |
|  | Fire Dept. Connection |
|  | Grate Inlet, Curb Inlet |
|  | S.S. Manhole |
|  | Landscape Area |
|  | Electric Transformer |
|  | ADA Parking Space |

STOP!
CALL BEFORE YOU DIG



(@ least 72 hours prior to digging)

Issue Dates:	Revision & Date:	CROSS ENGINEERING CONSULTANTS 1720 W. Virginia Street McKinney, Texas 75069 972.562.4409 Texas P.E. Firm No. E-5935		
1	1	Drawn By: Checked By: Scale:		
2	2			
3	3			
4	4			
5	5			
6	6	C.E.C.I.	C.E.C.I.	1"=40'

THIS DOCUMENT IS
RELEASED FOR THE
PURPOSE OF INTERIM
REVIEW UNDER THE
AUTHORITY OF
JONATHAN D. HAKE, P.E.
NO. 94738 ON
06/03/24. IT IS NOT
TO BE USED FOR
CONSTRUCTION
PURPOSES

CONCEPTUAL SITE PLAN

SOUTH HOLLY APARTMENTS

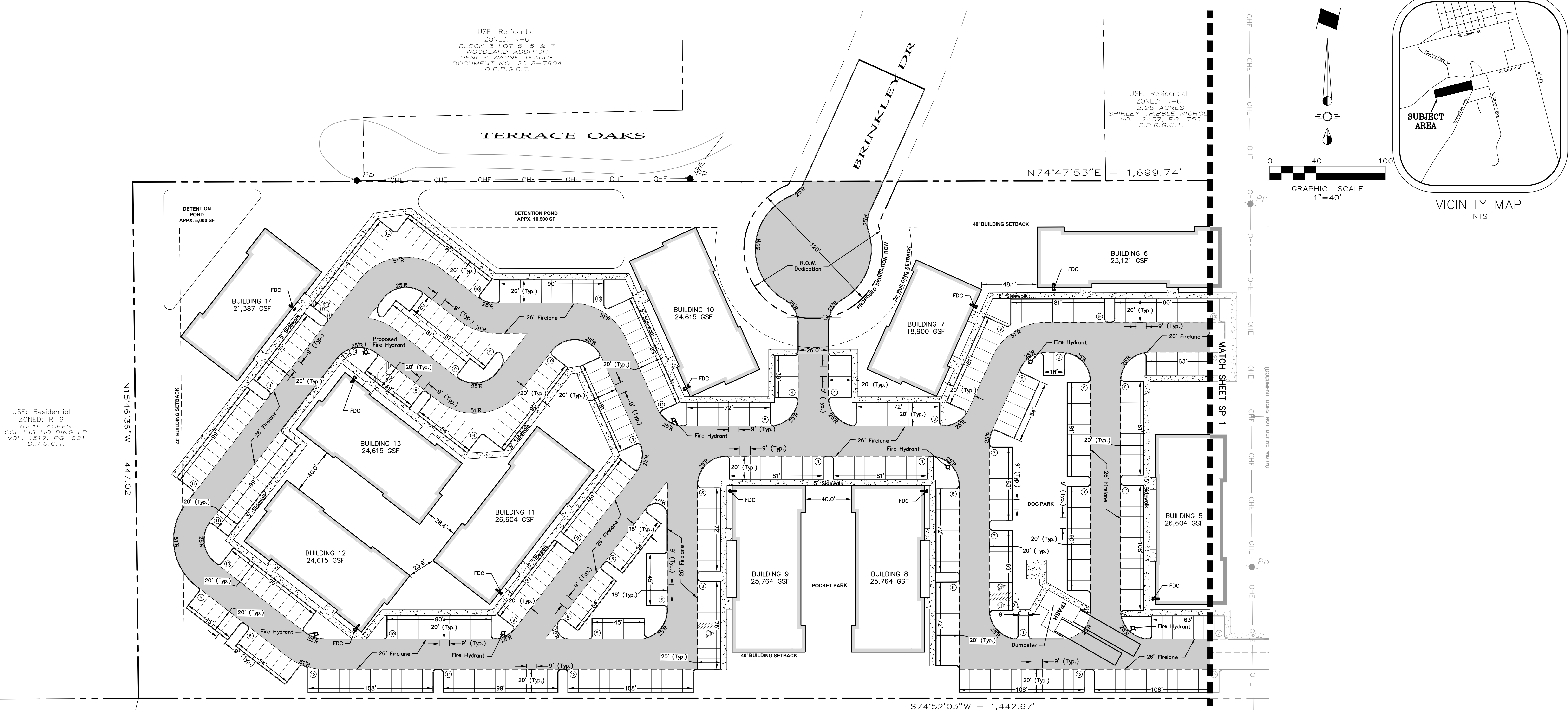
MEZQUITE INSTALLATIONS
SHERMAN, TEXAS

Sheet No.

SP 1

Project No.

24038



- LEGEND**
- Proposed Firelane
 - Proposed Sidewalk
 - Existing Fire Hydrant
 - Water Valve
 - Existing Power Pole
 - Existing Overhead Power Line
 - Proposed Overhead Power Line
 - BFR Barrier Free Ramp
 - Fire Hydrant
 - Fire Dept. Connection
 - Grate Inlet, Curb Inlet
 - S.S. Manhole
 - Landscape Area
 - Electric Transformer
 - ADA Parking Space

STOP!
CALL BEFORE YOU DIG

Know what's below.

(@ least 72 hours prior to digging)

Issue Dates:		Revision & Date:		CROSS ENGINEERING CONSULTANTS 1720 W. Virginia Street 972.562.4409 McKinney, Texas 75069 Texas P.E. Firm No. F-3935 Drawn By: C.E.C.I. Checked By: C.E.C.I. Scale: 1"=40'	THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF JONATHAN D. HAKE, P.E. NO. 94738 ON 06/03/24. IT IS NOT TO BE USED FOR CONSTRUCTION PURPOSES.	CONCEPTUAL SITE PLAN		Sheet No.
1	1	SOUTH HOLLY APARTMENTS				SP 2		
2	2	MEZQUITE INSTALLATIONS						
3	3	SHERMAN, TEXAS						
4	4					Project No.		
5	5					24038		
6	6							

EXHIBIT B



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



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



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



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

EXHIBIT B



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



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



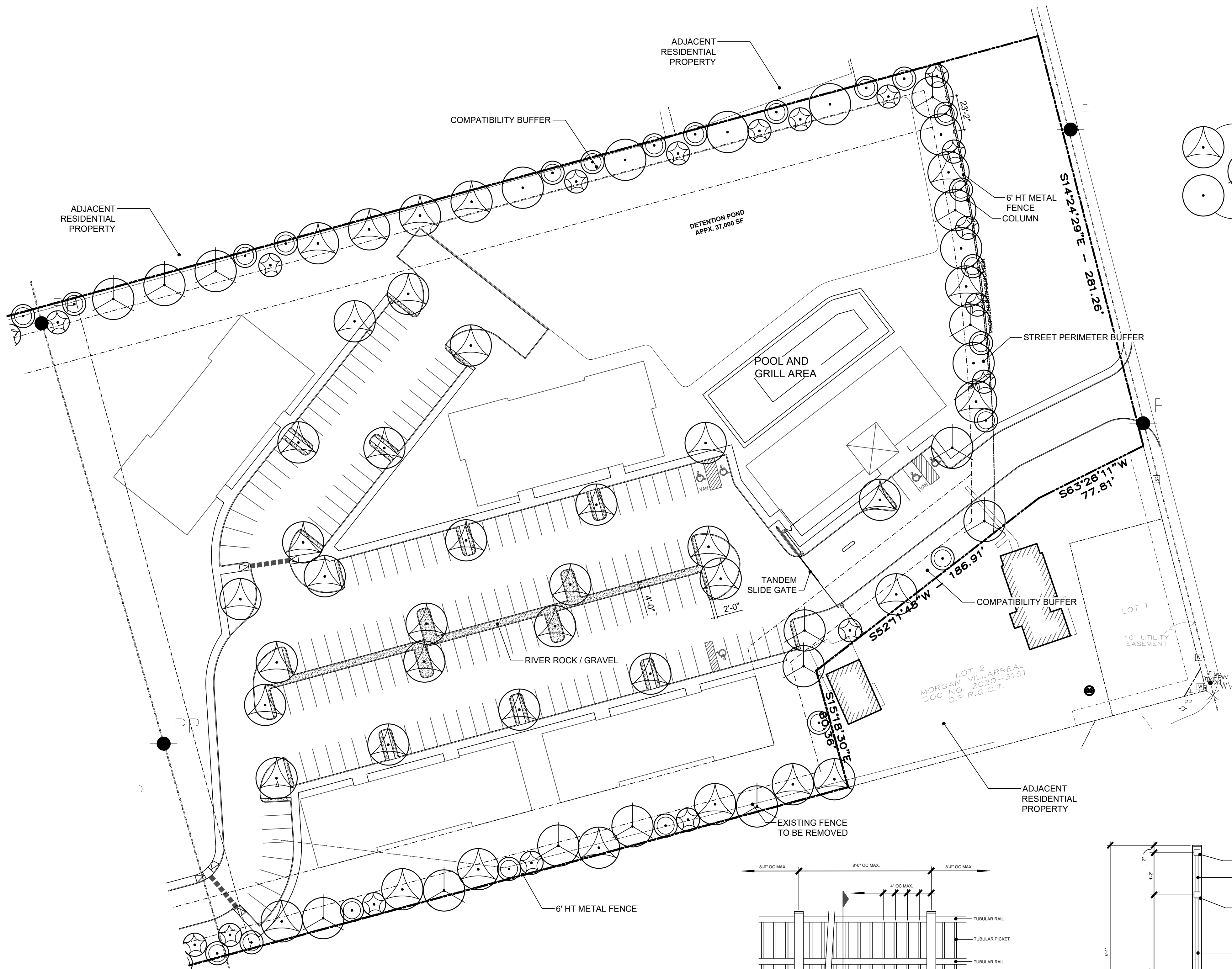
LEFT SIDE ELEVATION

SCALE: 3/16" = 1'-0"



RIGHT SIDE ELEVATION

SCALE: 3/16" = 1'-0"



SUMMARY PLANT LEGEND					
SYMBOL	COMMON NAME	BOTANICAL NAME	QUANTITY	SIZE	REMARKS
SHADE TREES					
CO	Chinquapin Oak	Quercus muehlenbergii	46	3" Cal.	10'-12' Ht.
NO	Nuttall's Oak	Quercus texana	31	3" Cal.	10'-12' Ht.
CE	Cedar Elm	Ulmus crassifolia	46	3" Cal.	10'-12' Ht.
ORNAMENTAL TREES					
WM	Wax Myrtle	Myrica cerifera	13	Multi-trunk, 3-5 canes, min. 1" cal. per cane	6'-8' Ht.
YH	Yaupon Holly	Ilex vomitoria	15	Multi-trunk, 3-5 canes, min. 1" cal. per cane	6'-8' Ht.
SHRUBS (3'+ Height)					
CL	Cleyera	Temstroemia gymnanthera	-	5 Gal. 36" O.C.	Well branched, full to ground 18'-24" Ht.
CZ	Texas Sage	Leucophyllum frutescens	-	5 Gal. 36" O.C.	Well branched, full to ground 18'-24" Ht.
DB	Dwarf Burford Holly	Ilex cornuta 'Burfordi'	-	5 Gal. 36" O.C.	Well branched, full to ground 18'-24" Ht.
RG	Roseglow Barberry	Berberis thunbergii 'Roseglow'	-	5 Gal. 36" O.C.	Well branched, full to ground 18'-24" Ht.
SHRUBS (0'-3' Height)					
SG	Autumn Sage	Salvia greggii	-	1 Gal. 24" O.C.	24" Min. Ht., 18" Min. Spread
AS	Cast Iron Plant	Aspidistra elatior	-	1 Gal. 24" O.C.	24" Min. Ht., 18" Min. Spread
AW	Anthony Waterer Spirea	Spiraea x bumalda 'Anthony Waterer'	-	1 Gal. 24" O.C.	24" Min. Ht., 18" Min. Spread
SHRUB-LIKE GRASS AND GROUNDCOVERS					
ISO	Inland Sea Oats	Chasmanthium latifolium	-	1 Gal. 24" O.C.	
OP	Mondo Grass	Ophiopogon japonicus	-	4" Pots	12" O.C.
LCS	Lavender Cotton	Santolina chamaecyparissus	-	4" Pots	18" O.C.
SS	Solid Bermuda Sod	Cynodon dactylon	-	Sod	
SE	Steel Edging		-	12ga. Steel / Green	
GR	Gravel		- SF	2" Diameter 3" Min. Depth, Install Over Filter Fabric	

LANDSCAPE REQUIREMENTS

PARKING LOT TREES:

REQUIRED: ONE SHADE TREE FOR EVERY REQUIRED PARKING ISLAND

PROVIDED: YES

STREET PERIMETER BUFFER - SOUTH HOLLY AVENUE

REQUIRED:

15' WIDE STREET BUFFER

STREET PERIMETER BUFFER AREAS SHALL PROVIDE TWO SHADE TREES AND TWO ORNAMENTAL TREES PER 1,000 SQUARE FEET OF BUFFER AREA

NO MORE THAN 25% OF THE SAME SPECIES

PROVIDED:

COMPATIBILITY BUFFER

REQUIRED:

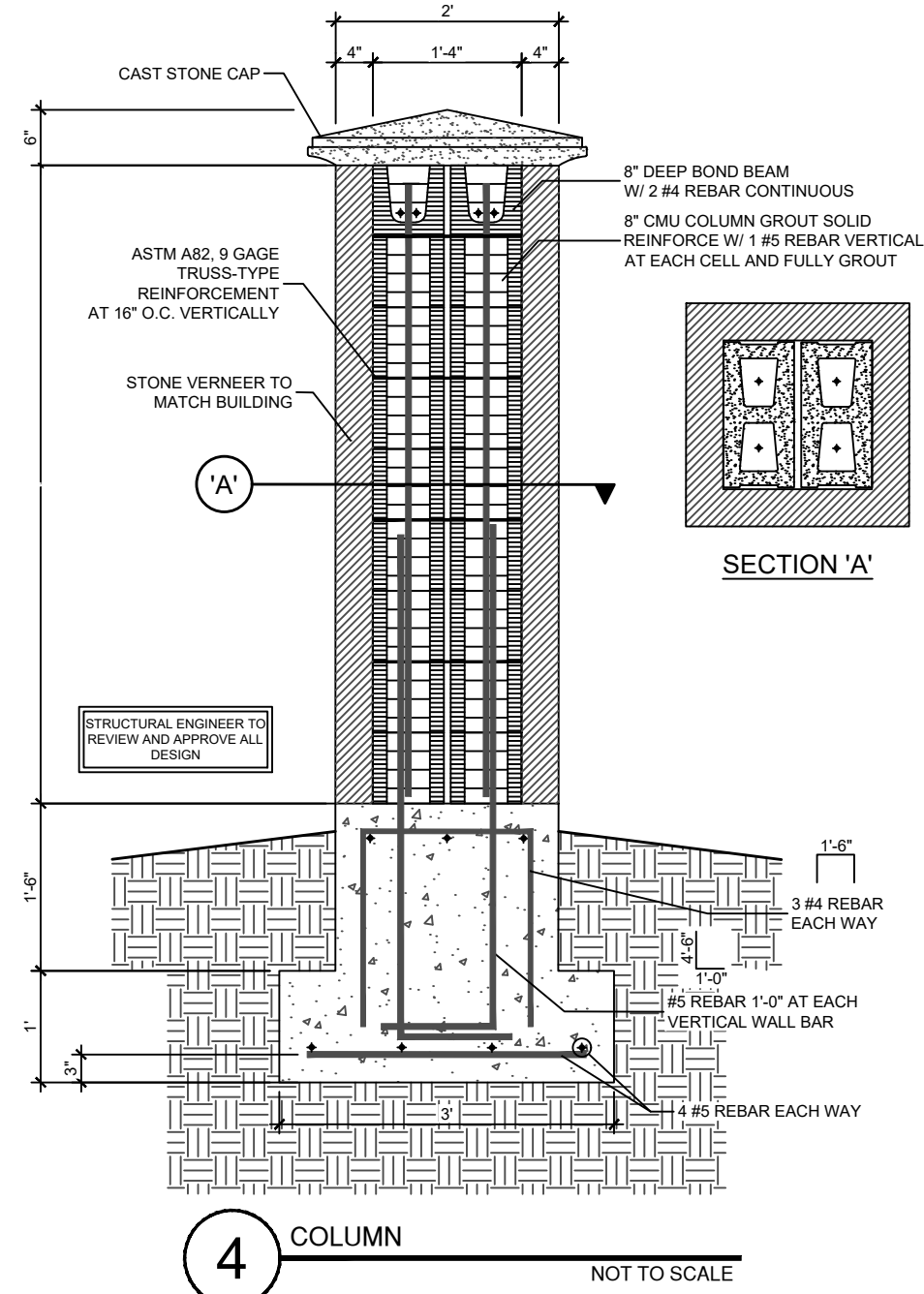
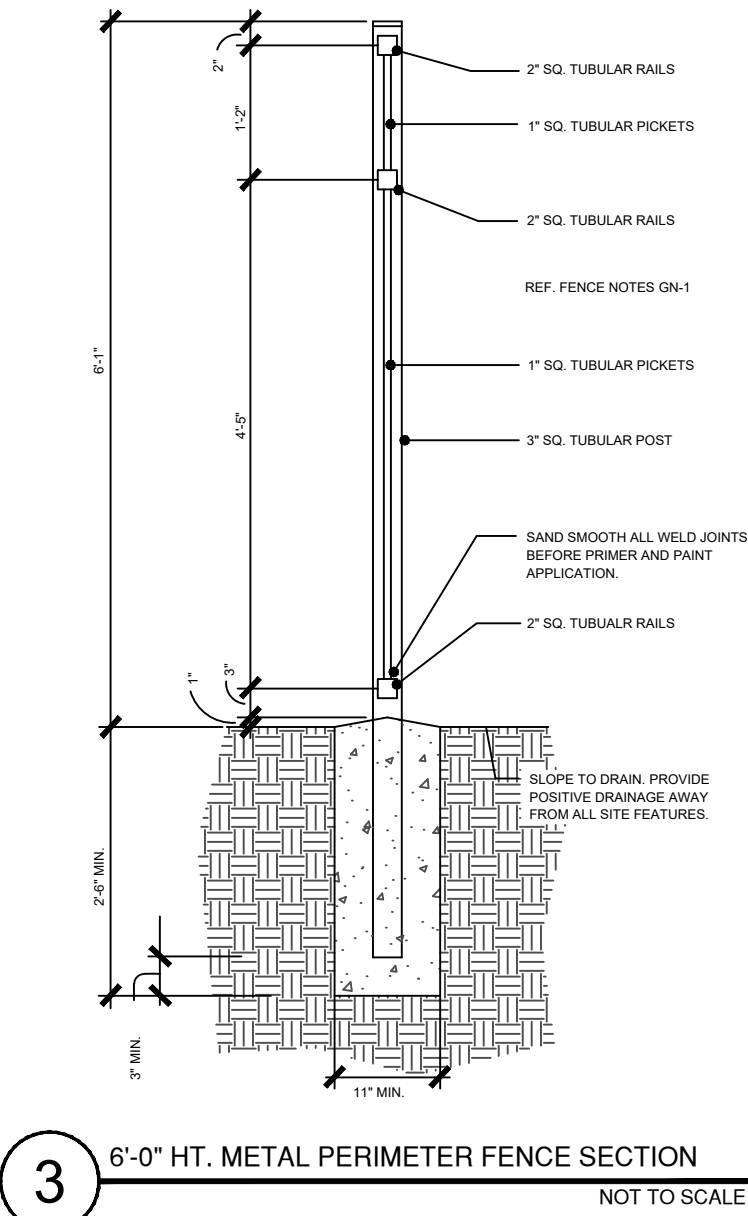
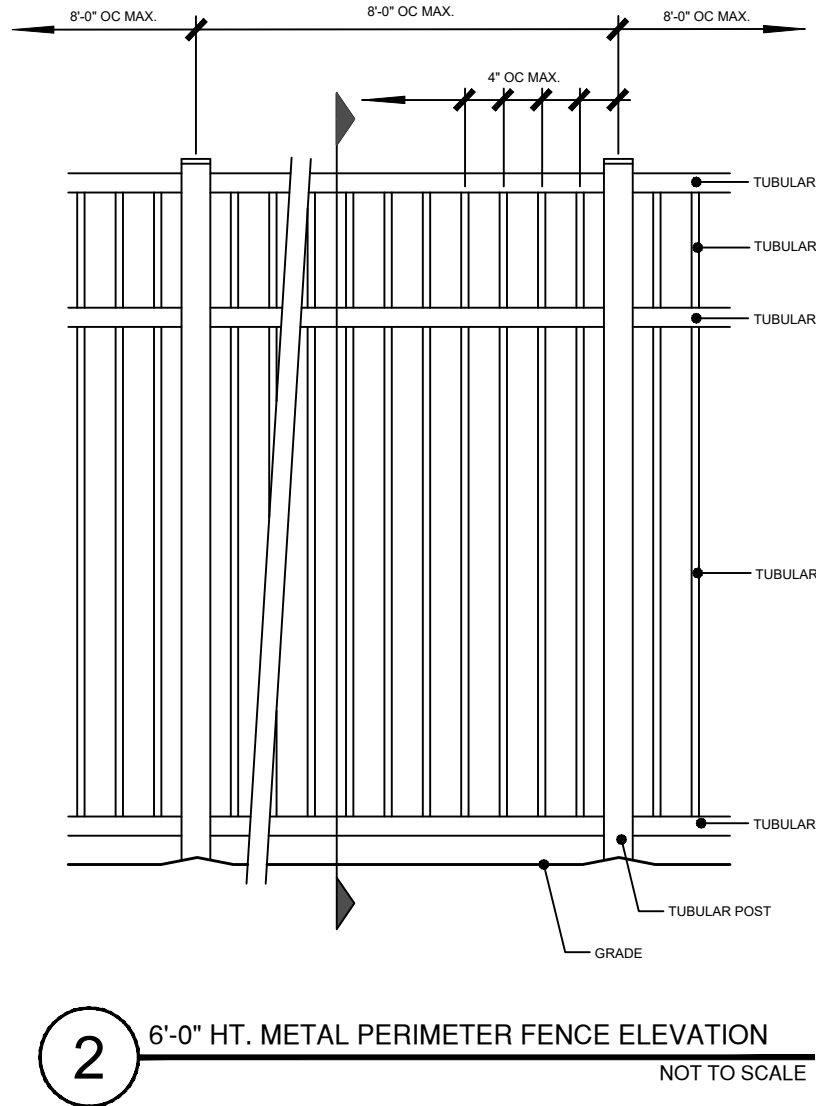
15' BUFFERYARD

ONE SHADE TREE AND TWO ORNAMENTAL TREES PER 1,000 SQUARE FEET

BUFFER AREA: 55,840 SF 55,840 / 1,000 = 55.84

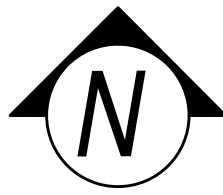
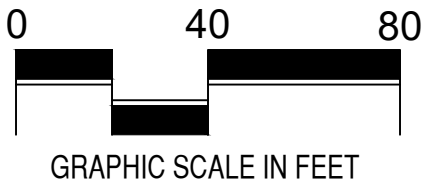
REQUIRED: 56 SHADE TREES AND 112 ORNAMENTAL TREES

PROVIDED: 63 SHADE TREES AND 112 ORNAMENTAL TREES



1 LANDSCAPE ORDINANCE COMPLIANCE PLAN

SCALE: 1" = 40'-0"



ISSUES:

REVISIONS:

CLIENT:

CLIENT INFORMATION

SOUTH HOLLY APARTMENTS

SHERMAN, TX

landscape architects

MECKS DESIGN GROUP, INC.

1755 N. COLLINS BLVD., SUITE 300

RICHARDSON, TX 75080

PH (972) 890-7474

C (214) 354-6934

hmeeks@mdgland.com

2485

05-01-2024

ISSUE FOR PERMIT

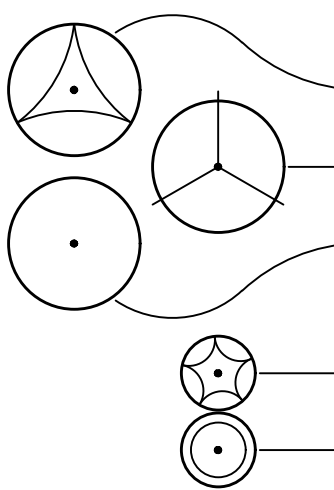
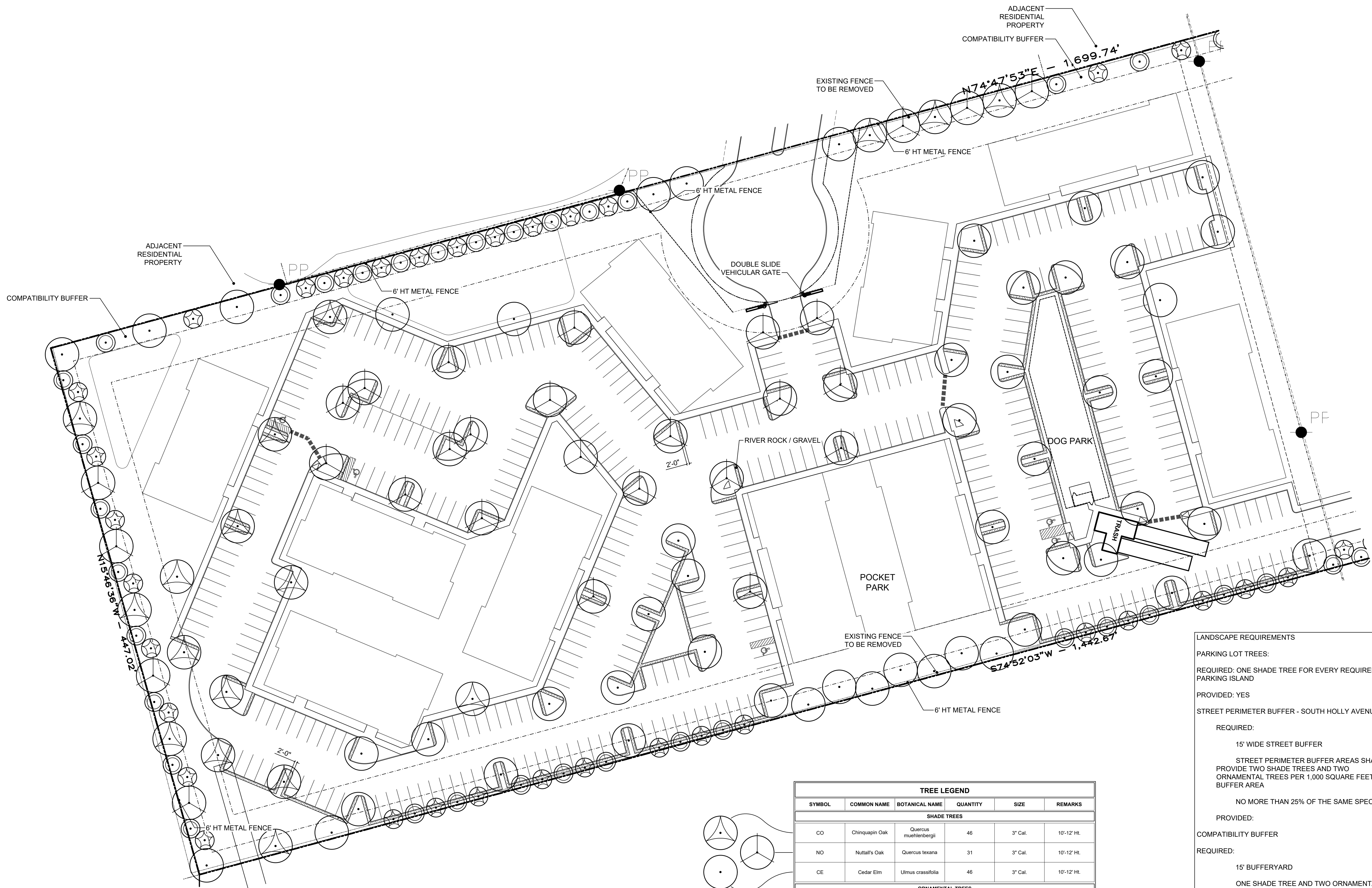
SOUTH HOLLY APARTMENTS

SHERMAN, TX

JOB NUMBER: HEDK-2402

LP0.01

LANDSCAPE ORDINANCE COMPLIANCE PLAN



TREE LEGEND					
SYMBOL	COMMON NAME	BOTANICAL NAME	QUANTITY	SIZE	REMARKS
SHADE TREES					
CO	Chinquapin Oak	Quercus muhlenbergii	46	3" Cal.	10'-12' Ht.
NO	Nuttall's Oak	Quercus texana	31	3" Cal.	10'-12' Ht.
CE	Cedar Elm	Ulmus crassifolia	46	3" Cal.	10'-12' Ht.
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LANDSCAPE REQUIREMENTS

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REQUIRED: ONE SHADE TREE FOR EVERY REQUIRED PARKING ISLAND

PROVIDED: YES

STREET PERIMETER BUFFER - SOUTH HOLLY AVENUE

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15' WIDE STREET BUFFER

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NO MORE THAN 25% OF THE SAME SPECIES

PROVIDED:

COMPATIBILITY BUFFER

REQUIRED:

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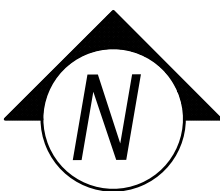
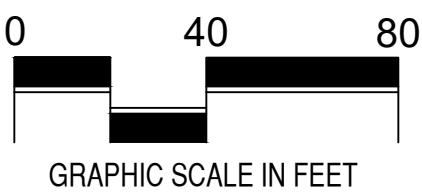
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1 LANDSCAPE ORDINANCE COMPLIANCE PLAN

SCALE: 1" = 40'-0"



ISSUES:

REVISIONS:

CLIENT:

CLIENT INFORMATION

SOUTH HOLLY APARTMENTS

SHERMAN, TX

mgd landscape architects

MECKS DESIGN GROUP, INC.
1755 N. COLLINS BLVD., SUITE 300
RICHARDSON, TX 75080
PH (972) 890-7474
C (214) 354-6934
hmeeks@mgdland.com

ISSUE FOR PERMIT

SOUTH HOLLY APARTMENTS

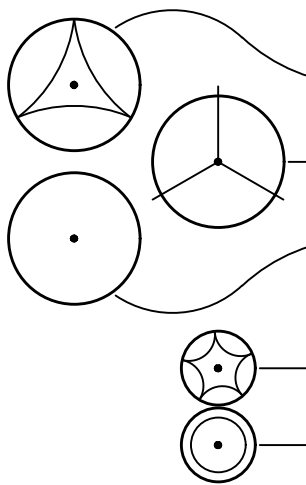
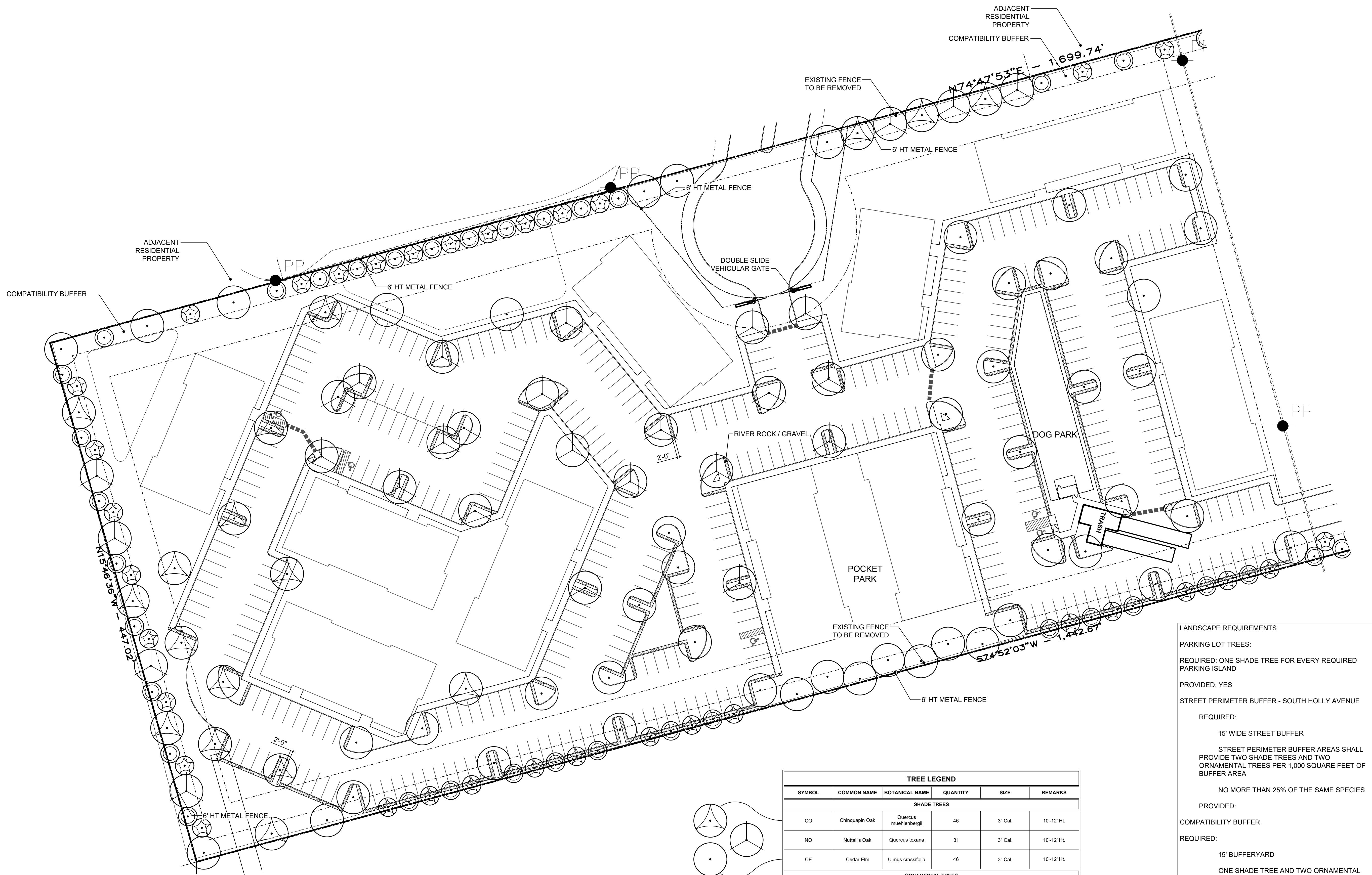
SHERMAN, TX

JOB NUMBER: HEDK-2402

LP0.02

LANDSCAPE ORDINANCE COMPLIANCE PLAN

EXHIBIT C



TREE LEGEND					
SYMBOL	COMMON NAME	BOTANICAL NAME	QUANTITY	SIZE	REMARKS
SHADE TREES					
CO	Chinquapin Oak	Quercus muhlenbergii	46	3" Cal.	10'-12' Ht.
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LANDSCAPE REQUIREMENTS

PARKING LOT TREES:

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PROVIDED: YES

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PROVIDED:

COMPATIBILITY BUFFER

REQUIRED:

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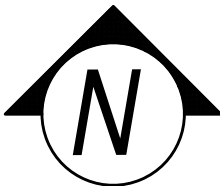
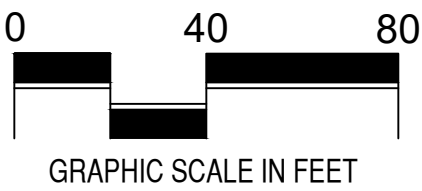
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1 LANDSCAPE ORDINANCE COMPLIANCE PLAN

SCALE: 1" = 40'-0"



ISSUES:

REVISIONS:

CLIENT:

CLIENT INFORMATION

SOUTH HOLLY
APARTMENTS
SHERMAN, TX

mgd
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ISSUE FOR
PERMIT

SOUTH HOLLY APARTMENTS

SHERMAN, TX

JOB NUMBER: HEDK-2402

LP0.02

LANDSCAPE ORDINANCE
COMPLIANCE PLAN

EXHIBIT D



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



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

EXHIBIT D



LEFT SIDE ELEVATION

SCALE: 3/16" = 1'-0"



RIGHT SIDE ELEVATION

SCALE: 3/16" = 1'-0"

EXHIBIT D



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



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

EXHIBIT D



LEFT SIDE ELEVATION

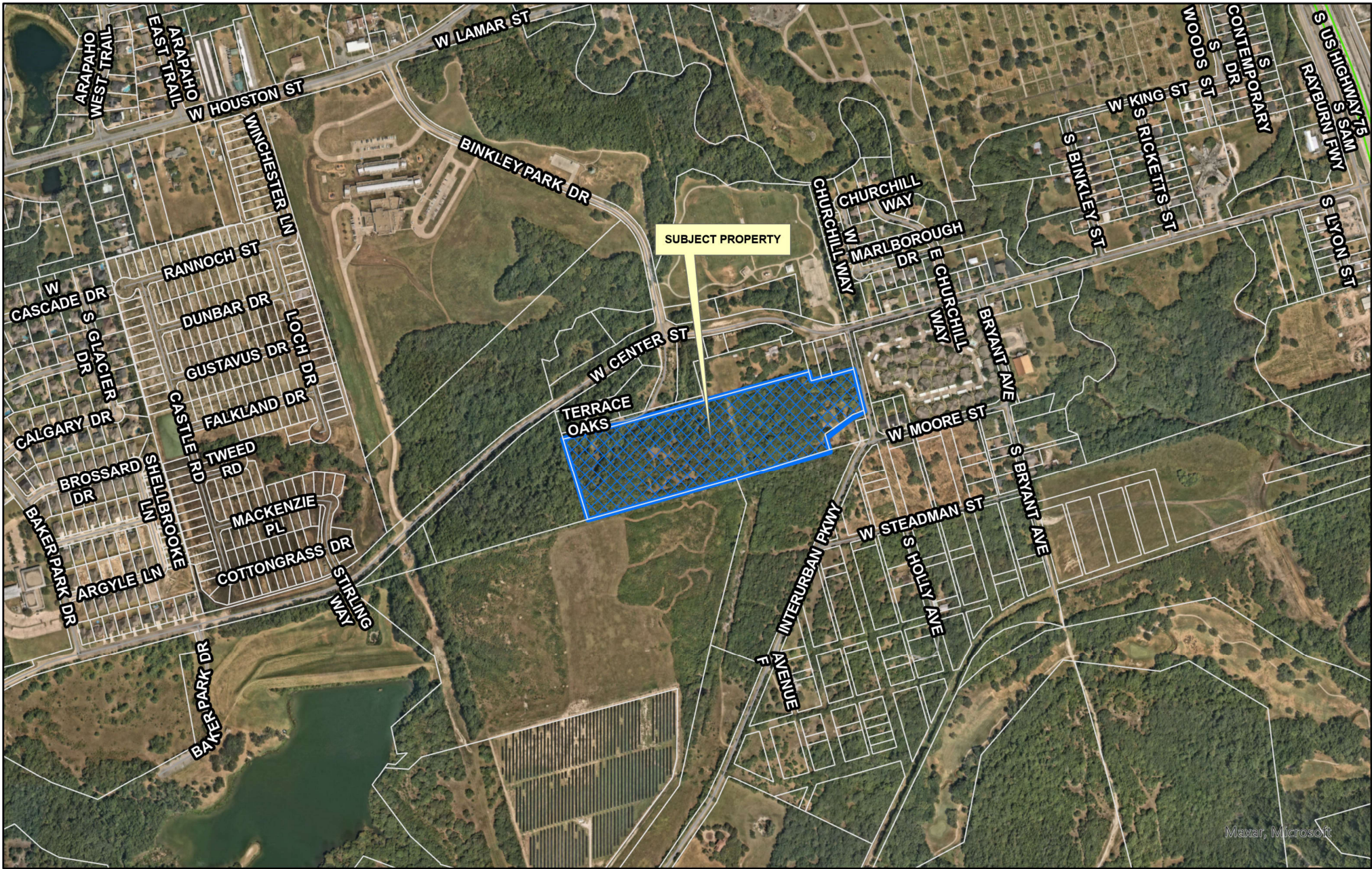
SCALE: 3/16" = 1'-0"



RIGHT SIDE ELEVATION

SCALE: 3/16" = 1'-0"

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



Maxar, Microsoft

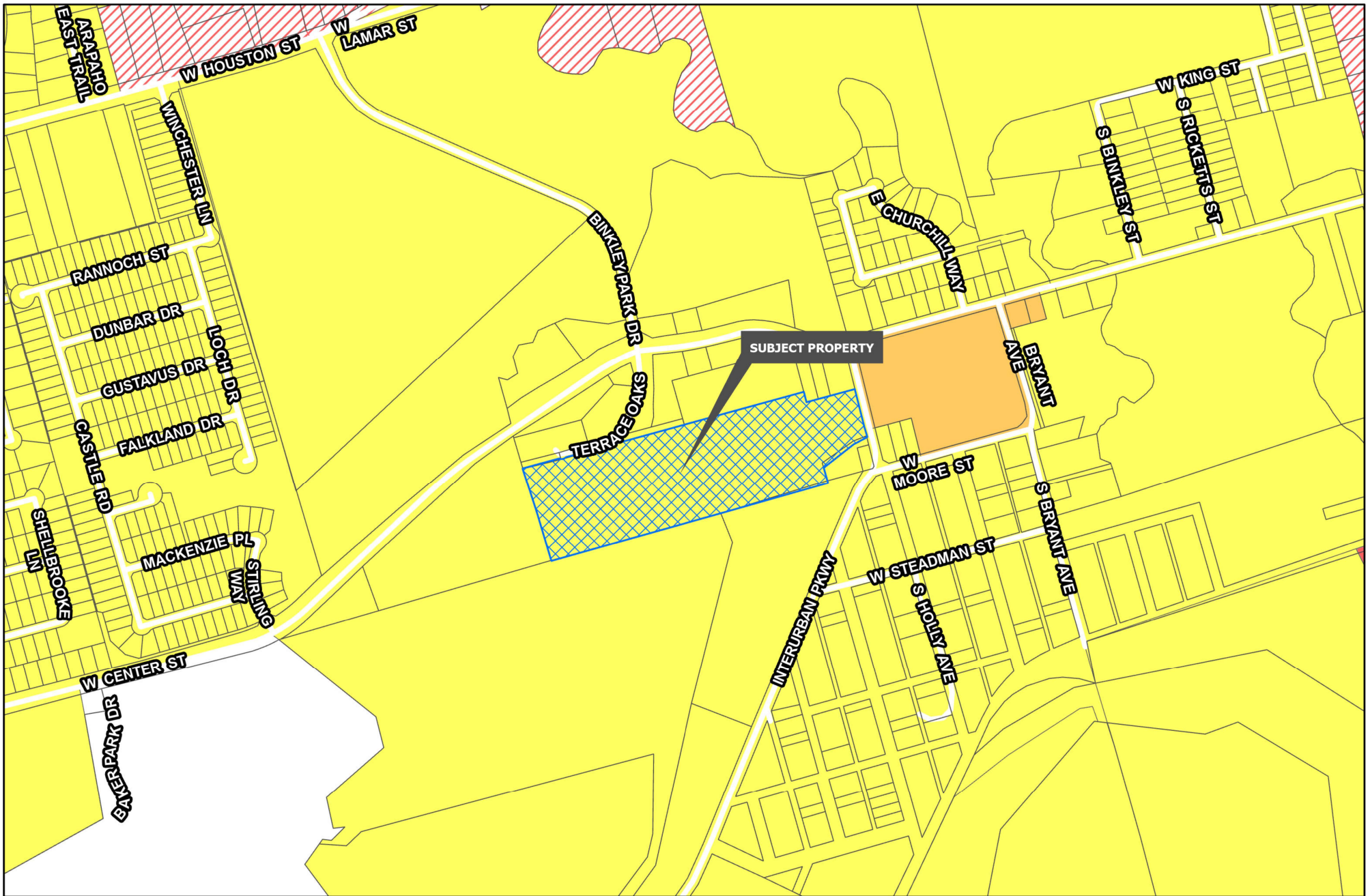


City of Sherman, Texas
Development Services Department

CITY OF SHERMAN
LOCATION MAP
800 BLK S INTERURBAN PKWY



Date: 8/27/2024 9:56 AM



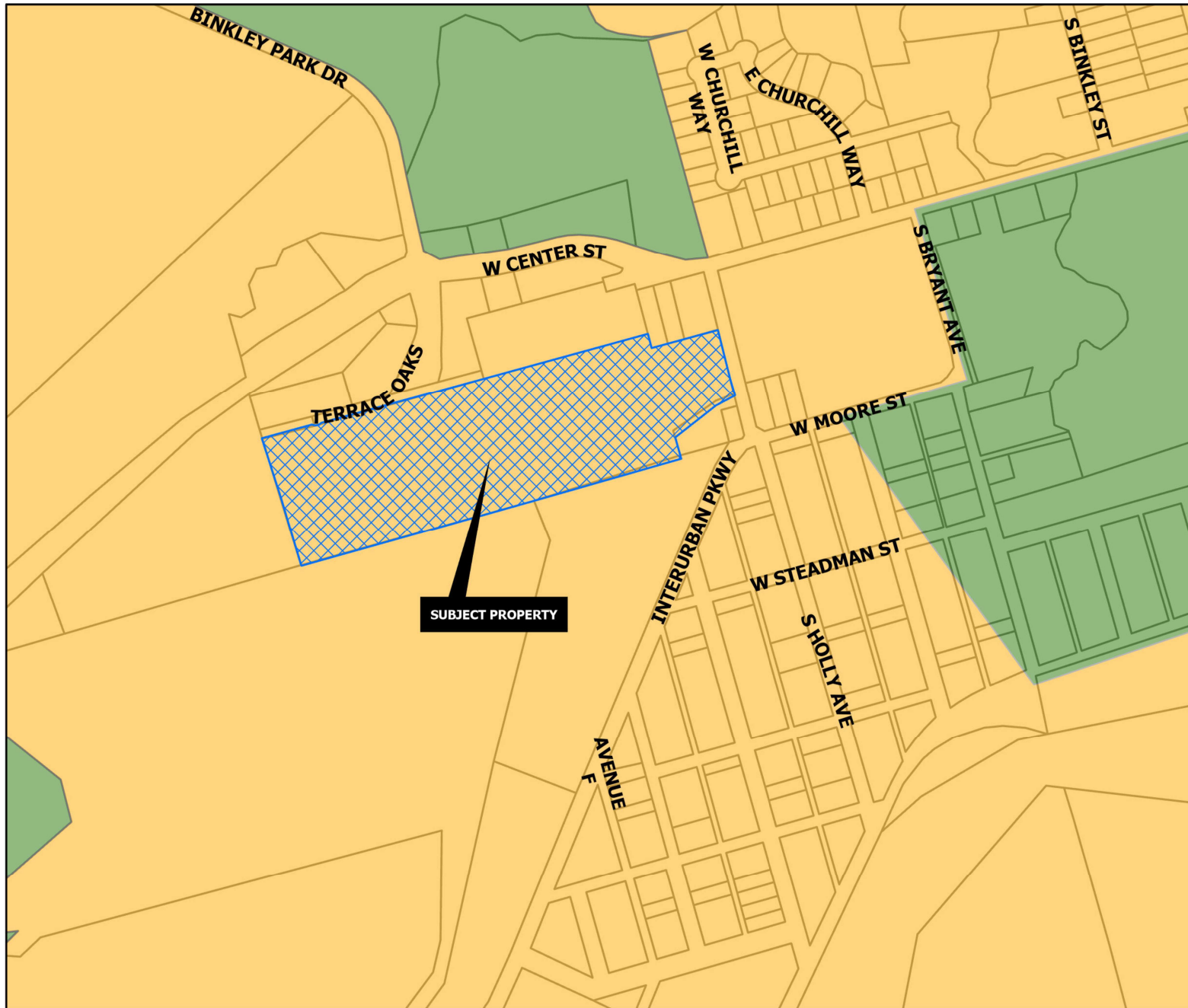
Development Services
Department

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
800 BLK S INTERURBAN PKWY



Date: 8/27/2024 9:56 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

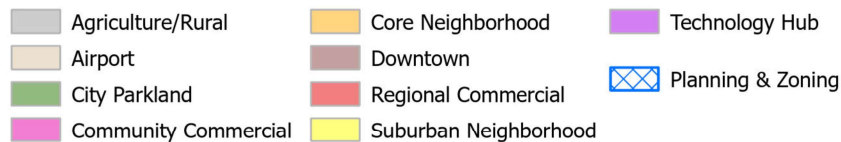
- Single-Family Residential (R-5, R-4, R-2F, and R-TH)
- Multi-Family Residential (MF-15 and MF-30)
- Manufactured Housing
- Retail Business
- Neighborhood Commercial

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.

Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services
Department



CITY OF SHERMAN
FUTURE LAND USE MAP
800 BLK S INTERURBAN PKWY



Date: 8/27/2024 9:56 AM

Marlow, Lauren

From: Planning
To: Jonathan Hake
Subject: RE: South Holly Apartments - Zoning Submittal

From: Veronica Munoz
Sent: Tuesday, June 4, 2024 4:06 PM
To: Marlow, Lauren
Cc: Erik Earnshaw; Jonathan Hake; Planning
Subject: Re: South Holly Apartments - Zoning Submittal



VERONICA MUÑOZ
President & CEO

[MEZQUITEINSTALLATIONS.COM](https://mezquiteinstallations.com)
[DBE](#) | [SBE](#) | [MBE](#) | [WBE](#) | [HUB](#)
[Linked In](#) | [Certifications](#) | [Instagram](#) |

CROSS ENGINEERING CONSULTANTS

1720 W. Virginia St.
972.562.4409

• McKinney, Texas 75069
• Fax 972.562.4471

May 8, 2024

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

Attn: Mr. Rob Rae, AICP - Director of Development Services

**Re: Zoning Submittal
South Holly Apartments**

Dear Mr. Rae:

Attached please find the zoning request for the South Holly Apartments site located near the southwest intersection of Center Street and S. Holly Avenue. The project site is a 16.690-acre parcel located in the Elizabeth Jones Survey, Abstract No. 625. Please see title survey attached.

We are requesting to rezone the property from R-6 to MF-30 (Multifamily Residential) district in order to develop a multi-family project. The proposed project is an approximately 336-unit development in thirteen buildings and a clubhouse.

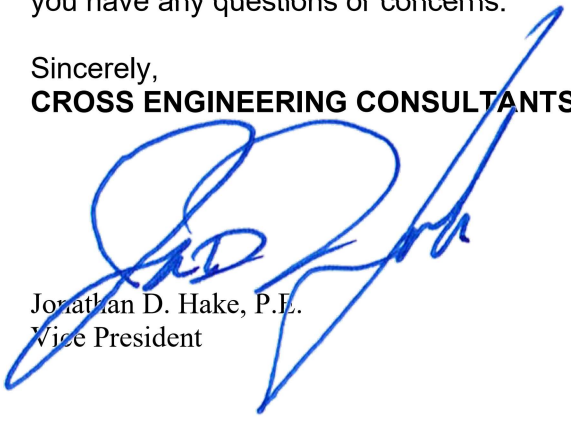
It is our understanding the City of Sherman has launched a new survey to help with planning on where and what type of housing will be needed to provide for the over 5,000 new jobs that are expected in the City by 2025. Sherman plans to fulfill this need with a combination of existing housing and to be constructed housing. In addition to the new jobs expected in Sherman, there is a housing shift being seen across the country in the Generation Z, Millennial and empty nester segments of the population. It has been noted in articles by Forbes, the Washington Post and the New York Times, that these generations are opting to be "forever renters" and are no longer looking to purchase a home in their thirties as prior generations have done. This is creating a larger demand for multi-family communities to meet this need. This site can help fill the housing needs for not only the job growth in Sherman but also for the "forever renters" in the area. The site is in close proximity to both Texas Instruments and the Global Wafers Facility south of the site and less than five miles away.

It is the intent of the owner and all consultants to construct a quality project within the standards set by the City of Sherman. Project details are listed in detail below:

- Site located near the southwest intersection of W. Center Street and Holly Ave.
- Site is 16.690-acres in size.
- Existing Zoning: R-6
- Proposed Zoning: MF-30

Thank you in advance for your consideration of the zoning request. Please contact me if you have any questions or concerns.

Sincerely,
CROSS ENGINEERING CONSULTANTS, INC.



Jonathan D. Hake, P.E.
Vice President



SHERMAN CITY COUNCIL Agenda Communication Form

City Council Regular Meeting

Agenda Item No. F.2.

Meeting Date: 7/7/2025

Prepared By: Cathy Perkins, Human Resources Manager

Approved By: Zachary Flores, Acting City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6846

Amending Chapter 9 of the Code of Ordinances, Entitled "Personnel", Article 9.05, Entitled "Civil Service for Firefighters and Police Officers", at Section 9.05.026, Entitled "Authorized Number of Position", to Revise the Number of Authorized Positions in the Police Department; Providing for Inclusion in the Code of Ordinances; Providing for Severability; Providing for a Repealer

Issue:

The Police Department is modifying the number of Patrolmen from 59 to 60.

Background:

At the August 5, 2024, City Council meeting, the Council voted to modify the number of Patrolmen and Sergeants and to eliminate the rank of Corporal. The Police Department is now coming back to Council to request one additional Patrolman position from a count of 59 to 60. This will increase the total Police Department count from 81 to 82. This is necessary due to civil service laws that require the reappointment of an officer who was on indefinite suspension.

Capital Improvement Program:

Origination:

Human Resources
Police Department

Financial Consideration:

Staff Recommendation:

Staff recommends approval of the Ordinance.

Alternatives:

As directed by City Council

Attachments:

1. Ordinance No. 6846
2. Ordinance No. XXXX - REDLINED - FDPD # OF POSITIONS 2025

ORDINANCE NO. 6846

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING CHAPTER 9 OF THE CODE OF ORDINANCES, ENTITLED “PERSONNEL”, ARTICLE 9.05, ENTITLED “CIVIL SERVICE FOR FIREFIGHTERS AND POLICE OFFICERS”, AT SECTION 9.05.026, ENTITLED “AUTHORIZED NUMBER OF POSITIONS”, TO REVISE THE NUMBER OF AUTHORIZED POSITIONS IN THE POLICE DEPARTMENT; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That Chapter 9, Article 9.05 of the Code of Ordinances of the City of Sherman, be and is hereby amended at Section 9.05.026 so that such section shall read as follows¹:

Sec. 9.05.026 Authorized number of positions

The number of allocated positions for each job title in the fire and police departments are set forth below in order of ranking:

(1) Fire department

<u>Title</u>	<u>No. Positions</u>
Firefighter	54
Engineer	15
Captain	17
Battalion Chief	3
Division Chief	3
Assistant Chief	1
Fire Chief	1

- (a) Active staffing in the “engineer” position greater than the number allocated shall be considered overstaffed and said position shall not be filled upon the occurrence of vacancy due to promotion, demotion, attrition, termination, retirement, or any other reason.

¹ Additions are underlined; deletions are evidenced by ~~strikethrough~~.

- (b) Staffing in the “firefighter” position shall be increased with each occurrence of the number of active “engineer” positions being eliminated until the total number of “engineer” positions meets the number of allocated positions set forth in subsection (1) above.
 - (c) Once the number of active “engineer” positions is reduced to meet the number of allocated positions set forth in subsection (1) above. The number of active “firefighter” positions shall be increased to meet the number of allocated positions set forth in subsection (1) above.
- (2) Police department

<u>Title</u>	<u>No. Positions</u>
Patrolman	60
Sergeant	14
Lieutenant	5
Assistant Chief-Appointed	2
Chief	1

SECTION 2. That it is the intention of the City Council of the City of Sherman, Texas, that the provisions of this ordinance shall become part of the Code of Ordinances of the City of Sherman, Texas, and that sections of this ordinance may be renumbered or re-lettered to accomplish such intention.

SECTION 3. That the provisions of this ordinance are severable and the invalidity of any word, phrase or part of this ordinance shall not affect the validity or effectiveness of the remainder of the ordinance.

SECTION 4. That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 5. That it is hereby officially found and determined that the meeting at which this ordinance is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given all as required by law.

INTRODUCED this the 7th day of July 2025.

ADOPTED on this the 7th day of July 2025.

EFFECTIVE DATE on this the 7th day of July 2025.

CITY OF SHERMAN, TEXAS

BY: _____
SHAWN TEAMANN, MAYOR

ATTEST:

BY: _____
CITY CLERK REPRESENTATIVE

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

ORDINANCE NO. ~~6758XXXX~~

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING CHAPTER 9 OF THE CODE OF ORDINANCES, ENTITLED “PERSONNEL”, ARTICLE 9.05, ENTITLED “CIVIL SERVICE FOR FIREFIGHTERS AND POLICE OFFICERS”, AT SECTION 9.05.026, ENTITLED “AUTHORIZED NUMBER OF POSITIONS”, TO REVISE THE NUMBER OF AUTHORIZED POSITIONS IN THE POLICE DEPARTMENT; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That Chapter 9, Article 9.05 of the Code of Ordinances of the City of Sherman, be and is hereby amended at Section 9.05.026 so that such section shall read as follows¹:

Sec. 9.05.026 Authorized number of positions

The number of allocated positions for each job title in the fire and police departments are set forth below in order of ranking:

(1) Fire department

<u>Title</u>	<u>No. Positions</u>
Firefighter	54
Engineer	15
Captain	17
Battalion Chief	3
Division Chief	3
Assistant Chief	1
Fire Chief	1

- (a) Active staffing in the “engineer” position greater than the number allocated shall be considered overstaffed and said position shall not be filled upon the occurrence of vacancy due to promotion, demotion, attrition, termination, retirement, or any other reason.

¹ Additions are underlined; deletions are evidenced by ~~strikethrough~~.

- (b) Staffing in the “firefighter” position shall be increased with each occurrence of the number of active “engineer” positions being eliminated until the total number of “engineer” positions meets the number of allocated positions set forth in subsection (1) above.
 - (c) Once the number of active “engineer” positions is reduced to meet the number of allocated positions set forth in subsection (1) above. The number of active “firefighter” positions shall be increased to meet the number of allocated positions set forth in subsection (1) above.
- (2) Police department

<u>Title</u>	<u>No. Positions</u>
Patrolman	60 59
Sergeant	14
Lieutenant	5
Assistant Chief-Appointed	2
Chief	1

SECTION 2. That it is the intention of the City Council of the City of Sherman, Texas, that the provisions of this ordinance shall become part of the Code of Ordinances of the City of Sherman, Texas, and that sections of this ordinance may be renumbered or re-lettered to accomplish such intention.

SECTION 3. That the provisions of this ordinance are severable and the invalidity of any word, phrase or part of this ordinance shall not affect the validity or effectiveness of the remainder of the ordinance.

SECTION 4. That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 5. That it is hereby officially found and determined that the meeting at which this ordinance is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given all as required by law.

INTRODUCED this the 5th-7th day of ~~August 2024~~July 2025.

ADOPTED on this the 5th-7th day of ~~August 2024~~July 2025.

EFFECTIVE DATE on this the 5th-7th day of ~~August 2024~~July 2025.

CITY OF SHERMAN, TEXAS

BY: DAVID PLYLERSHAWN
TEAMANN, MAYOR

ATTEST:

BY: LINDA ASHBY, CITY CLERK CITY CLERK REPRESENTATIVE

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

BY: RYAN D. PITTMAN, CITY ATTORNEY



City Council Regular Meeting

Agenda Item No. G.1.

Meeting Date: 7/7/2025

Prepared By:

Approved By:

Caption:

Close Public Hearing

Consider Adoption of Ordinances 6845 & 6846

Issue:

F. 1. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6845

Amending Sherman's Zoning Ordinance/Code of Ordinance Chapter 14, to Rezone a Tract of Land Consisting of 16.690 acres being part of the Elizabeth Jones Survey, Abstract No. 625, City Of Sherman, Grayson County, Texas, Located in the 800 Block Interurban Parkway, Heretofore Zoned R-6 (Single Family Residential) 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, Veronica Munoz, Salient Group, LLC (Owner), Jonathan Hake, Cross Engineering (Representative/Engineer) and Underwood Drafting & Surveying, Inc. (Surveyor) Providing For A Penalty Not To Exceed \$2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

F. 2. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6846

Amending Chapter 9 of the Code of Ordinances, Entitled "Personnel", Article 9.05, Entitled "Civil Service for Firefighters and Police Officers", at Section 9.05.026, Entitled "Authorized Number of Position", to Revise the Number of Authorized Positions in the Police Department; Providing for Inclusion in the Code of Ordinances; Providing for Severability; Providing for a Repealer

Background:

Capital Improvement Program:

Origination:

Financial Consideration:

Staff Recommendation:

Alternatives:

Attachments:

None



City Council Regular Meeting

Agenda Item No. H.1.

Meeting Date: 7/7/2025

Prepared By: Loren Siems, Right of Way Specialist

Approved By: Zachary Flores, Acting City Manager

Caption:

RESOLUTION NO. 7540

Determining a Public Necessity to Acquire by Eminent Domain Certain Property in Fee Simple for Public Use, Including the Construction, Expansion, Access, Repair and Maintenance of Public Roadway Improvements for Interurban Parkway Project, Consisting of a 1.5652-Acre Tract of Land Conveyed to Moore Street 7, LLC as Recorded under Instrument Number 2021-18410 of the Official Public Records of Grayson County, Texas within the Elizabeth Jones Survey, Abstract No. 625, City of Sherman, Grayson County, Texas, as Deemed Necessary by the City Manager or his Designee; Giving Notice of an Official Determination to Acquire Certain Property for Public Use by Eminent Domain for Such Uses; Authorizing the City Manager of the City of Sherman, Texas to Establish Procedures for Acquiring the Property, Offering to Acquire the Property, Voluntarily, from the Landowner(s) Through the Making of Bona Fide Offers; Appropriating Funds; Providing for Repealing, Savings and Severability Clauses; and Providing for an Effective Date

Issue:

To consider granting authority to acquire property rights for public use, including the right of way for public road expansion and to complete condemnation proceedings

Background:

It is the intent of the City to acquire the necessary easements for the purpose of among other things, the expansion of the Interurban Parkway Project. In order to keep the land acquisition process on schedule, staff is asking City Council to give authority to the City Manager to make Bona Fide Offers, work toward the voluntary conveyance of the necessary easements and, only if required, to move forward with the eminent domain process. We will work diligently with property owners to ensure eminent domain is only used as a last resort in acquiring any easement for this project.

City Council motion must be made as follows:

"I move that the City Council of the City of Sherman authorize the use of the power of eminent domain to acquire one tract of land in fee simple consisting of 1.5652 acres as described in Exhibit A to the Resolution for the CONSTRUCTION, EXPANSION, ACCESS, REPAIR AND MAINTENANCE OF PUBLIC ROADWAY IMPROVEMENTS FOR THE INTERURBAN PARKWAY PROJECT."

Capital Improvement Program:

Origination:

Financial Consideration:

Easement domain acquisition costs, along with costs for appraisals, surveys, maps and photos.

Staff Recommendation:

Staff recommends approval.

Alternatives:

As may be directed by the Council

Attachments:

1. Resolution No. 7540
2. Location Map

RESOLUTION NO. 7540

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, DETERMINING A PUBLIC NECESSITY TO ACQUIRE BY EMINENT DOMAIN CERTAIN PROPERTY IN FEE SIMPLE FOR PUBLIC USE, INCLUDING THE CONSTRUCTION, EXPANSION, ACCESS, REPAIR AND MAINTENANCE OF PUBLIC ROADWAY IMPROVEMENTS FOR THE INTERURBAN PARKWAY PROJECT, CONSISTING OF A 1.5652-ACRE TRACT OF LAND CONVEYED TO MOORE STREET 7, LLC AS RECORDED UNDER INSTRUMENT NUMBER 2021-18410 OF THE OFFICIAL PUBLIC RECORDS OF GRAYSON COUNTY, TEXAS, WITHIN THE ELIZABETH JONES SURVEY, ABSTRACT NO. 625, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, AS DEEMED NECESSARY BY THE CITY MANAGER OR HIS DESIGNEE; GIVING NOTICE OF AN OFFICIAL DETERMINATION TO ACQUIRE CERTAIN PROPERTY FOR PUBLIC USE BY EMINENT DOMAIN FOR SUCH USES; AUTHORIZING THE CITY MANAGER OF THE CITY OF SHERMAN, TEXAS, TO ESTABLISH PROCEDURES FOR ACQUIRING THE PROPERTY, OFFERING TO ACQUIRE THE PROPERTY, VOLUNTARILY, FROM THE LANDOWNER(S) THROUGH THE MAKING OF BONA FIDE OFFERS; APPROPRIATING FUNDS; PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY CLAUSES; AND PROVIDING FOR AN EFFECTIVE DATE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City Council of the City of Sherman, Texas ("City Council") finds that there is a public necessity for the acquisition, by eminent domain, of certain property in fee simple, as described and depicted in Exhibit A, attached hereto and incorporated herein for all purposes, as deemed necessary by the City Manager or his designee (collectively, the "Property"), for the Project (hereinafter defined); and

WHEREAS, it is the intent of the City of Sherman, Texas ("Sherman") to acquire the necessary Property for the purpose of, among other things, the construction, access, repair and maintenance of public roadway improvements for the Interurban Parkway project (collectively, the "Project"); and

WHEREAS, the City Council finds that the description of the Property to be acquired by eminent domain for the Project complies with Chapter 2206 of the Texas Government Code, as amended ("Chapter 2206"), in that the same provides property owner(s) in and around the area reasonable notice that the owners' Property may be subject to condemnation proceedings during the planning or construction of the Project; and

WHEREAS, the City Council finds that the Project is necessary for public use; and

WHEREAS, it is necessary to establish procedures for determining the establishment and approval of just compensation for the Property to be acquired by eminent domain for the Project; and

WHEREAS, the City Manager, or his designee (“City Manager”), is authorized to make a bona fide offer, as defined by and in compliance with Section 21.0113 of the Texas Property Code (“Bona Fide Offer”), to acquire the Property in fee simple for public use, voluntarily, from the subject landowner(s) prior to moving forward with acquisition by eminent domain; and

WHEREAS, the City Council has investigated and determined that the passage of this Resolution complies with Chapter 2206 and other applicable laws.

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

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

SECTION 2: Acquisition of Property. The City Council hereby determines that there is a public necessity for, and the public welfare and convenience will be served by, the acquisition, by eminent domain, of the Property in fee simple, and it is Sherman’s intent to acquire the Property for public use as described and depicted herein, specifically for the purpose of, among other things, the construction, access, repair and maintenance of public water and other utility improvements necessary for the Project.

SECTION 3: Authority of City Manager/Bona Fide Offer. The City Manager is hereby authorized to contract, on behalf of the City Council, with professional appraisers for appraisal services and with attorneys for preparation of title opinion(s) needed by Sherman from time to time in connection with the acquisition of the Property. The City Council hereby ratifies any contracts entered into, prior to the effective date of this Resolution, by the City Manager with professional appraisers for appraisal services and with attorneys for preparation of title opinion(s) needed for the acquisition of the Property. The City Manager shall first make a Bona Fide Offer to acquire the Property from the subject landowner(s), voluntarily. Should the landowner(s) fail to provide the Property, voluntarily, through said Bona Fide Offer, the City Manager is authorized to move forward with acquiring the Property by eminent domain.

SECTION 4: Determination of Just Compensation. The City Manager is hereby authorized and directed to examine and rely on independent appraisal reports and other information to make a determination as to the establishment and approval of a fair market value offer and the just compensation for the Property for the purpose of making the Bona Fide Offer. After such consideration, the City Manager shall establish and approve the amount determined to be just compensation for acquisition of said Property and shall have the authority to execute any and all documents necessary to complete the acquisition of same.

SECTION 5: Authority to Make an Offer. Upon establishment and approval by the City Manager of the amount of just compensation for the acquisition of the Property, the City Manager

is authorized to send a written Bona Fide Offer to the landowner(s) of said Property at the full amount determined and established to be just compensation therefore, and to negotiate with said landowner(s) on behalf of Sherman to acquire the Property voluntarily.

SECTION 6: Authority to Execute Documents. The City Manager is hereby authorized to execute all documents necessary to acquire the Property needed for the Project, on behalf of Sherman, whether by purchase or eminent domain. The City Council hereby ratifies any documents executed, prior to the effective date of this Resolution, by the City Manager which were necessary for the acquisition of the Property for the Project.

SECTION 7: Disposal of Improvements. The City Manager is hereby authorized to sell such surplus improvements, if any, located on the Property acquired in connection with this Project, should they interfere with the intended use and enjoyment of said Property.

SECTION 8: Eminent Domain Authorized. Should the City Manager be unable to acquire the Property, voluntarily, from the landowner(s), through the making of the Bona Fide Offer, the City Manager is authorized to instruct the law firm of Abernathy, Roeder, Boyd & Hullett, P.C., to commence eminent domain proceedings for the acquisition of the Property for the Project.

SECTION 9: Source of Funds. The amount to be paid, if any, for acquiring the Property for the Project will be appropriated from any lawful source.

SECTION 10: Savings/Repealing. All provisions of any resolution in conflict with this Resolution are hereby repealed to the extent they are in conflict. Any remaining portion of conflicting resolutions shall remain in full force and effect.

SECTION 11: Severability. Should any section, subsection, sentence, clause or phrase of this Resolution be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Resolution shall remain in full force and effect. The City Council hereby declares that it would have passed this Resolution, and each section, subsection, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, and phrases be declared unconstitutional or invalid.

SECTION 12: Public Notice. The City Council finds that the meeting at which this Resolution was introduced and passed was open to the public and that public notice of the time, place and purpose of said meeting was given all as required by law.

SECTION 13: Effective Date. This Resolution shall take effect immediately from and after its passage.

INTRODUCED on this the _____ day of _____, 2025.

ADOPTED on this the _____ day of _____, 2025.

CITY OF SHERMAN, TEXAS

BY: _____
SHAWN TEAMANN, MAYOR

ATTEST:

BY: _____
CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

Exhibit A

68,180 SQUARE FEET (1.5652 ACRES)
RIGHT-OF-WAY DEDICATION FOR MOORE STREET
ELIZABETH JONES SURVEY, ABSTRACT NO. 625

BEING a 68,180 square foot (1.5652 acre) tract of land situated in the Elizabeth Jones Survey, Abstract No. 625, in the City of Sherman, Grayson County, Texas, and being a part of a called 8.565 acre tract of land described in a Warranty Deed to Moore Street 7, LLC, as recorded in Instrument Number 2021-18410 of the Official Public Records of Grayson County, Texas (O.P.R.G.C.T.), and being more particularly described by metes and bounds as follows:

COMMENCING at a 5/8-inch iron rod (controlling monument) found for the southwest corner of said 8.565 acre tract, same being an inner Ell corner of a called 112.637 acre tract of land (save and except 64.459 acres) described in a Special Warranty Deed to Cedar Ridge Development, as recorded in Instrument Number 2022-12936, O.P.R.G.C.T.;

THENCE South 54 degrees 55 minutes 13 seconds East, with the common southwest line of said 8.565 acre tract, and the northeast line of said save and except 64.459 acre tract, a distance of 170.83 feet to a 5/8-inch iron rod with yellow cap stamped "CP&Y" set for corner at the **POINT OF BEGINNING**;

THENCE departing the northeast line of said save and except 64.459 acre tract, over and across said 8.565 acre tract, the following three (3) courses and distances:

1. North 33 degrees 04 minutes 36 seconds East, a distance of 804.67 feet to 5/8-inch iron rod with yellow cap stamped "CP&Y" set (herein referred to as capped iron rod set) for corner at the beginning of a tangent curve to the left;
2. With said tangent curve to the left, through a central angle of 10 degrees 45 minutes 17 seconds, a radius of 1,057.00 feet, a chord that bears North 27 degrees 41 minutes 58 seconds East, a distance of 198.11 feet, and an arc length of 198.40 feet to a capped iron rod set at the end of said curve;
3. North 22 degrees 19 minutes 19 seconds East, a distance of 604.12 feet to a capped iron rod set on the northeast line of said 8.565 acre tract, same being in the southwest line of a called 10.839 acre tract of land described in a Warranty Deed to Cedar Ridge Development, as recorded in Instrument Number 2022-37076, O.P.R.G.C.T.;

THENCE South 67 degrees 41 minutes 02 seconds East, with the common northeast line of said 8.565 acre tract and the southwest line of said 10.839 acre tract, a distance of 20.00 feet to a 5/8-inch iron rod with yellow cap stamped "CP&Y" set for the northeast corner of said 8.565 acre tract, the southeast corner of said 10.839 acre tract, being in the northwest right-of-way (R.O.W.) line of Binkley Boulevard (66-foot width R.O.W.) (now known as South Moore Street), according to the Plat of Randolph Heights Addition, an addition to the City of Sherman, Texas, recorded in Volume 203, Page 326 of the Plat Records of Grayson County, Texas (P.R.G.C.T.);

THENCE South 22 degrees 19 minutes 19 seconds West, with the common southeast line of said 8.565 acre tract and the northwest R.O.W. line of said South Moore Street, a distance of 705.10 feet to a 5/8-inch iron rod with yellow cap stamped "CP&Y" set for an Ell corner in said common line, being in the southwest R.O.W. line of 5th Street (50-foot width R.O.W.), according to the Plat of said Randolph Heights Addition;

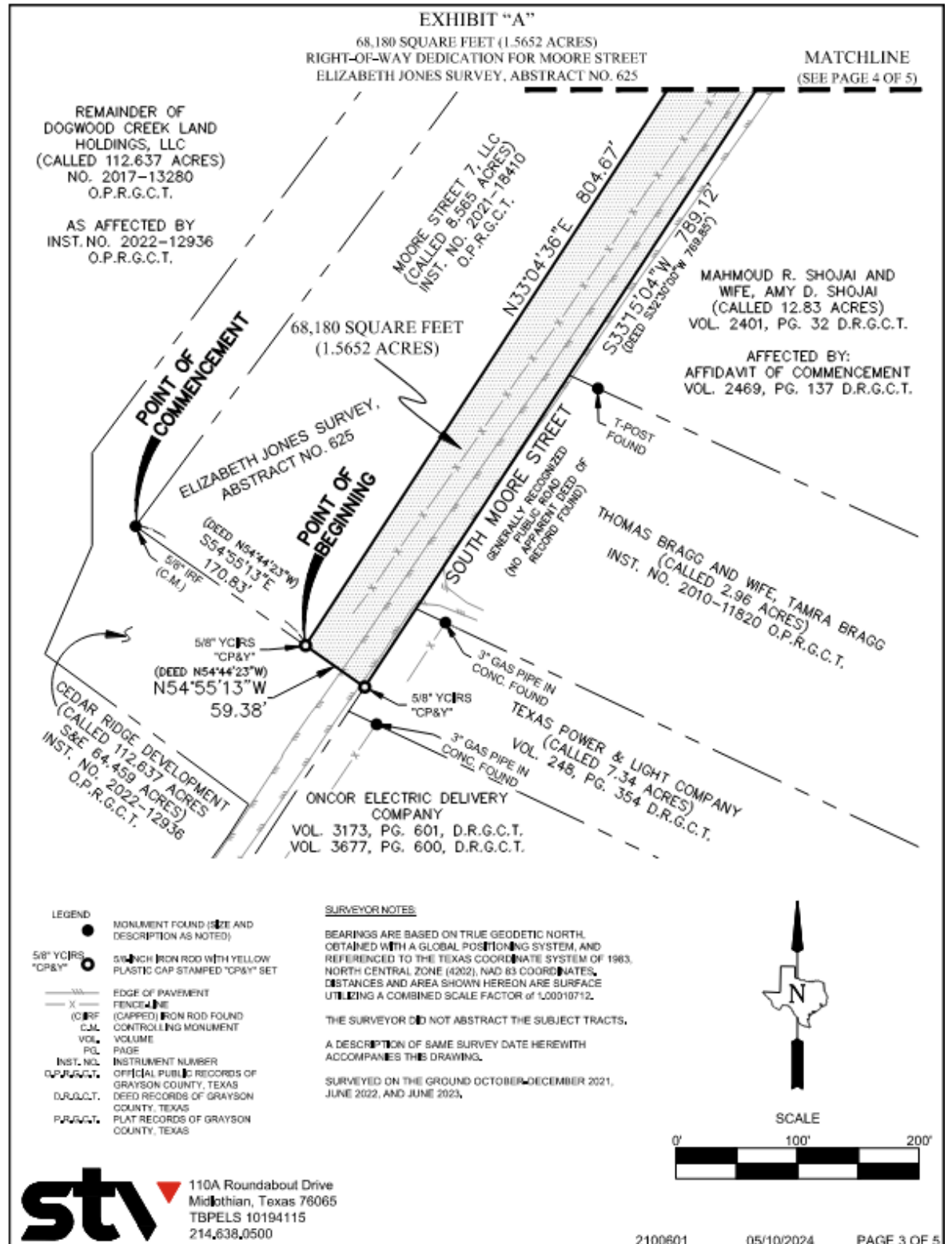
THENCE South 64 degrees 48 minutes 45 seconds East, with the common northeast line of said 8.565 acre tract and the southwest R.O.W. line of said 5th Street, a distance of 19.53 feet to a MAG Nail with washer stamped "CP&Y" set for an Ell corner of said 8.565 acre tract, and the northwest corner of a called 12.83 acre tract of land described in a Warranty Deed to Mahmoud R. Shojai and wife, Amy D. Shojai, as recorded in Volume 2401, Page 32 of the Deed Records of Grayson County, Texas

(D.R.G.C.T.), being in the paving of South Moore Street (a generally recognized public road) (no apparent deed of record found), from which a 1/2-inch iron rod (controlling monument) found bears, South 64 degrees 47 minutes 44 seconds East, 23.92 feet;

THENCE South 22 degrees 38 minutes 38 seconds West, departing the southwest R.O.W. line of said 5th Street, with the common southeast line of said 8.565 acre tract, the northwest line of said 12.83 acre tract, and the approximate center of said South Moore Street, a distance of 124.14 feet to a MAG Nail with washer stamped "CP&Y" set for corner;

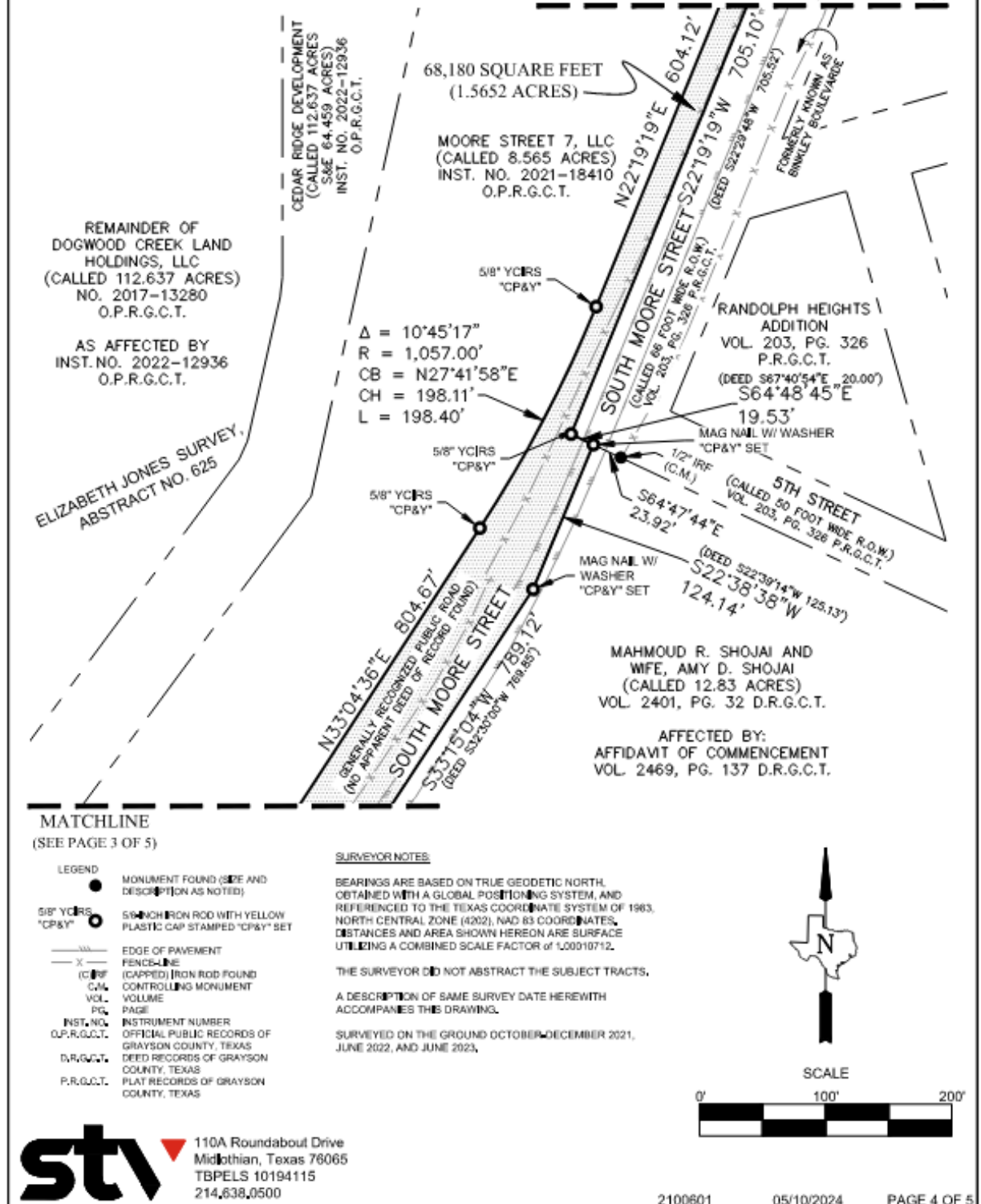
THENCE South 33 degrees 15 minutes 04 seconds West, continuing with said common line, a distance of 789.12 feet to a 5/8-inch iron rod with yellow cap stamped "CP&Y" set for corner at the southeast corner of said 8.565 acre tract, the most southerly northeast corner of said save and except 64.459 acre tract, and in the northwest line of said 7.34 acre tract;

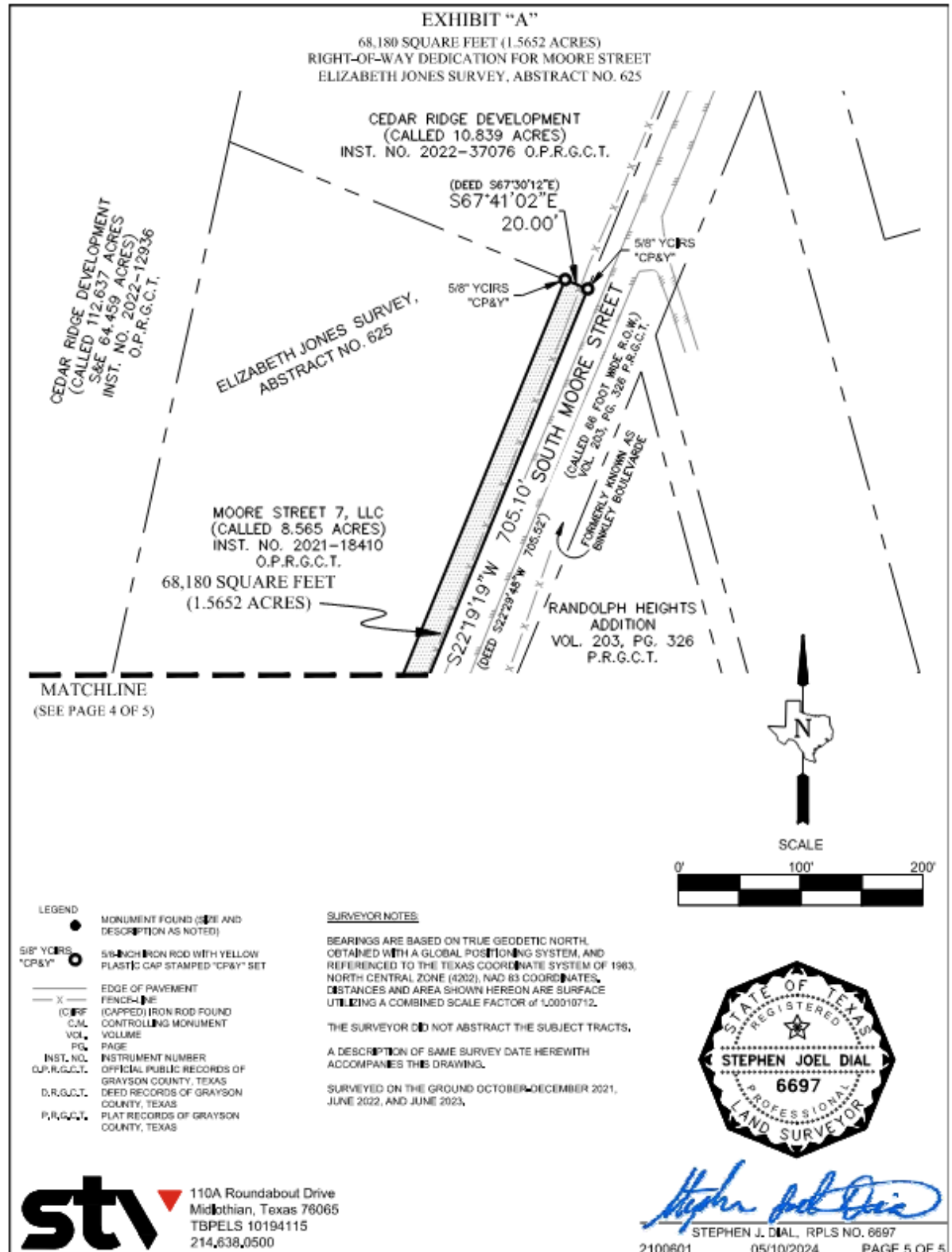
THENCE North 54 degrees 55 minutes 13 seconds West, departing the northwest line of said 7.34 acre tract, with the common southwest line of said 8.565 acre tract, and the northeast line of said save and except 64.459 acre tract, a distance of 59.38 feet to the **POINT OF BEGINNING** of herein described tract, containing within the metes recited a total of 68,180 square feet (1.5652 acres) of land.

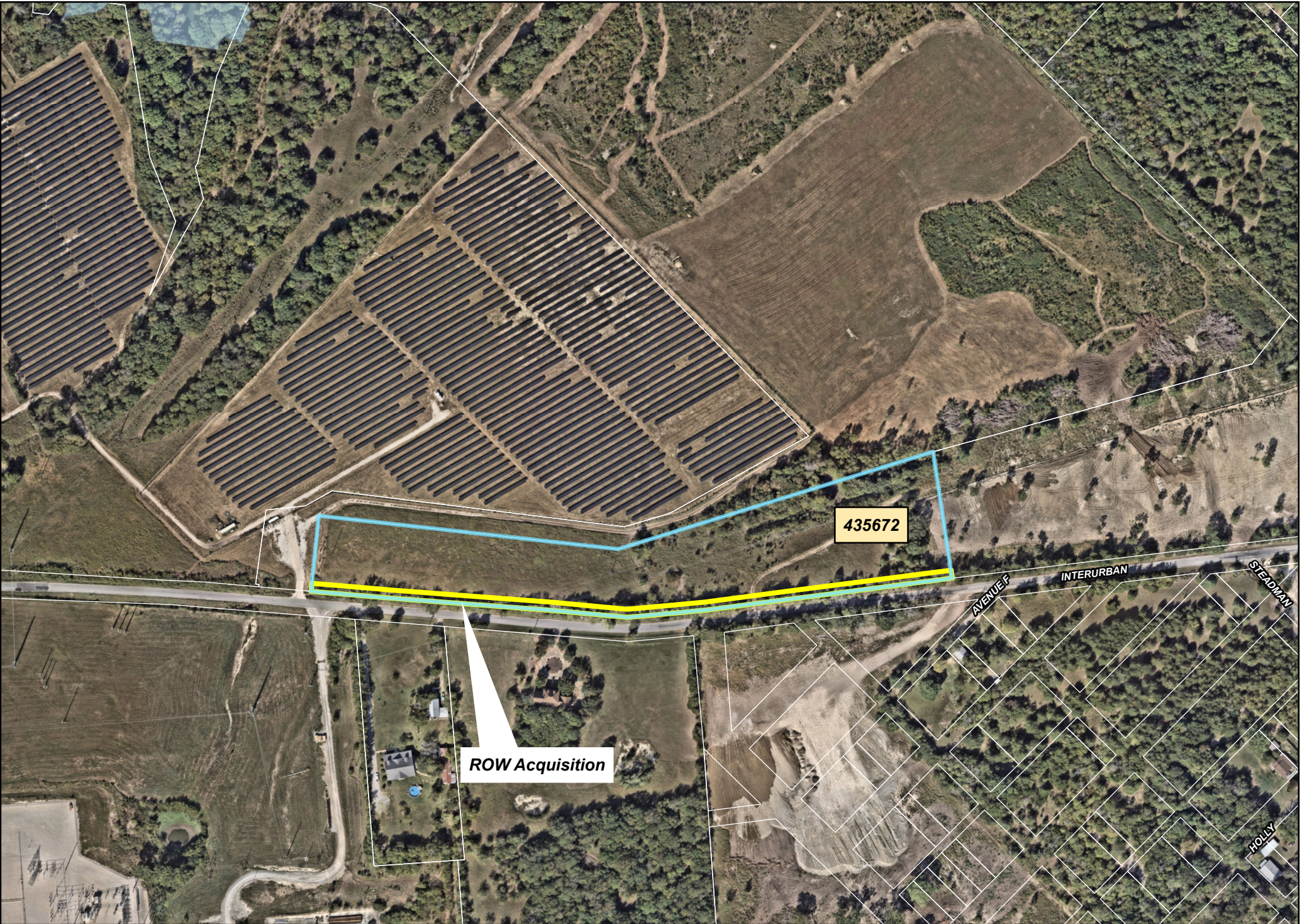


68,180 SQUARE FEET (1.5652 ACRES)
RIGHT-OF-WAY DEDICATION FOR MOORE STREET
ELIZABETH JONES SURVEY, ABSTRACT NO. 625

MATCHLINE
(SEE PAGE 5 OF 5)









SHERMAN CITY COUNCIL Agenda Communication Form

City Council Regular Meeting

Agenda Item No. H.2.

Meeting Date: 7/7/2025

Prepared By: Clint Philpott, Assistant City Manager, Wayne Lee, Director of Engineering

Approved By: Zachary Flores, Acting City Manager

Caption:

*** RESOLUTION NO. 7541**

Authorize Execution of a First Amended Professional Services Agreement for Engineering Services Between the City of Sherman and ParkHill, Smith & Cooper, Inc., for the Contested Hearing for the Application of two Mustang SUD Wells.

Issue:

Amending the original agreement for the purpose of revising consultant fees for work related to the Mustang Contested Hearing.

Background:

In October, the City of Sherman requested a contested hearing in regard to the two proposed wells by Mustang Special Utility District. This contract is to allow staff to continue to provide services for technical engineering modeling and provide technical expert witness testimony for the contested hearing. The contested hearing is scheduled for August 2025 in Austin, TX.

Capital Improvement Program:

N/A

Origination:

City Manager's Office

Financial Consideration:

Total fee increase not to exceed \$50,000 will be provided from the Utility Fund.

Staff Recommendation:

Staff recommends approving this amendment to the Professional Services Agreement with Parkhill, Smith & Cooper, Inc. for the Contested Hearing for the Application of two Mustang SUD Wells.

Alternatives:

As directed by City Council.

Attachments:

1. Resolution No. 7541
2. Amendment 1
3. Original Agreement - February 2025
4. CCN Map

RESOLUTION NO. 7541

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A FIRST AMENDED PROFESSIONAL SERVICES AGREEMENT FOR ENGINEERING DESIGN SERVICES BETWEEN THE CITY OF SHERMAN AND PARKHILL, SMITH & COOPER, INC., FOR THE CONTESTED HEARING FOR THE APPLICATION OF TWO MUSTANG SUD WELLS; 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 ParkHill, Smith & Cooper, Inc for the City of Sherman-Mustang SUD Support Project, in accordance with all contract documents attached hereto and made a part hereof for all purposes.

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the 7th day of July 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 (CITY) AND PARKHILL, SMITH & COOPER, INC., DBA PARKHILL
(CONSULTANT)

FOR THE CITY OF SHERMAN – MUSTANG SUD SUPPORT PROJECT
Dated February 26, 2025 (“Original Agreement”)

City and Consultant desire to amend the Original Agreement for the purpose of: revising Consultant’s Fee (defined in the Original Agreement) as follows:

The following services as stated in the Original Agreement are included as part of this amendment scope:

1. PROJECT DESCRIPTION

This project generally includes design support and hydrogeological expert evaluation to assist the City with litigation matters regarding Mustang Special Utility District and the State Office of Administrative Hearings (SOAH). Task may include, but not are not limited to:

- Evaluate production performance for wells/wellfields.
- Assess geology and stratigraphy of existing wells and areas of expansion.
- Provide expert witness and/or testimony services at formal proceedings.
- Provide short and long term impact of new wells on existing infrastructure.
- Suggest conclusions and recommendations for potential well site.
- Assess long-term projected water level trends based on demand patterns.
- Model scenarios for groundwater conveyance within the City's distribution system.
- Create demand patterns to simulate existing and future growth.

The Consultant’s Fees under the Original Agreement shall be increased in amounts not to exceed the following:

1. Project Budget.....\$50,000 (Hourly, NTE)

TOTAL FEE INCREASE (NOT TO EXCEED):\$50,000

[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 CITY and CONSULTANT hereby agree to amend the amount of the Consultant's Fees as follows:

Consultant shall be compensated on the following basis:

1. Original Agreement..... \$49,000
2. Amendment No. 1..... \$50,000

CONTRACT TOTAL (NOT TO EXCEED):..... \$99,000

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. Any term not defined herein shall be deemed to have the meaning ascribed to it under the Original Agreement.

[Rest of page left intentionally blank]

EXECUTED in on behalf of CONSULTANT as shown below, and on behalf of the CITY
by its City Manager (thereunto duly authorized) this _____ day of
_____, 2025.

CITY:
CITY OF SHERMAN, TEXAS

CONSULTANT:
PARKHILL SMITH & COOPER, INC.

Zachary Flores, City Manager

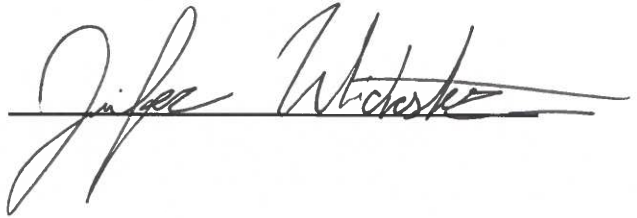


Ryan Kennerly, P.E.
Director of Water Resources | Partner

ATTEST:

ATTEST:

City Clerk's Office



Jifan White

APPROVAL RECOMMENDED:

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

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

BY:

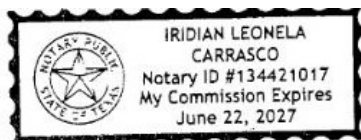
Ryan D. Pittman
City Attorney

CORPORATE ACKNOWLEDGMENT

THE STATE OF TEXAS §
COUNTY OF Tarrant §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Ryan Kennerly of Parkhill, Smith & Cooper 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 Parkhill, Smith & Cooper 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 18th day of June, A.D. 2025.



Online Notary Public. This notarial act involved the use of online audio/video communication technology.
Notarization facilitated by SIGNIX®

Iridian Leonela Carrasco



Notary Public In and For Tarrant County, Texas

My Commission Expires:

June 22, 2027

**AGREEMENT
BETWEEN
THE CITY OF SHERMAN, TEXAS AND
PARKHILL
FOR
PROFESSIONAL SERVICES**

Made as of the 26TH day of FEBRUARY, 2025:

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

and Consultant: **Parkhill**
 255 N Center St. Ste 100
 Arlington, Texas 76011
 Telephone: (817) 633-0431

for the following Project: **City of Sherman – Mustang SUD Support**

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Sherman, Texas, a home-rule municipality ("City"), and Parkhill, 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 services for the City of Sherman – Mustang SUD Support Project ("Project"); and

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

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

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

ARTICLE 1 CONSULTANT'S SERVICES

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

ARTICLE 2 CITY'S RESPONSIBILITIES

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

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

ARTICLE 3 CONSULTANT'S COMPENSATION

- 3.1 **Compensation for Consultant's Services** – As described in "Article 1, Consultant's Services" of this Agreement, compensation for this Project shall be: (a) for Basic Services, on an hourly rate basis in an amount not to exceed **Forty-Nine Thousand Dollars (\$49,000.00)**; and (b) for Special Services, in an amount not to exceed **Zero Dollars (\$0.00)** (collectively, "Consultant's Fee"); and (c) paid in accordance with this Article 3 and the Project Engineering Budget Summary as set forth in **Exhibit B**.
 - 3.1.1 **Completion of Record Documents** – City and Consultant agree that the completion of Record Documents and/or "As-Built" Documents, including hard copy formatting and electronic formatting, shall be completed, submitted to, and accepted by City prior to payment. Completion of the Record Documents and/or "As-Built" documents shall be included in the Consultant's Fee and considered to be within the Scope of Services defined under this Agreement." The electronic formatting shall be consistent with the standards established in **Exhibit C**, Guidelines for Computer Aided Design and Drafting ("CADD"), which is attached hereto and incorporated herein by reference for all purposes.
 - 3.1.2 **Disputes between City and Construction Contractor** – If the Project involves Consultant performing Construction Administration Services relating to an agreement between a Construction Contractor ("Contractor") and City, and on receipt of a written request by City, Consultant shall research previous and existing conditions of the Project, and make a determination whether or not to certify that sufficient cause exists for City to declare Contractor in default of the terms and conditions of the Agreement.

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

3.1.3 Consultation and Approval by Governmental Authorities and Franchised Utilities

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

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

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

3.1.4.2 Completion of Registration Form to TDLR – Consultant shall complete an Elimination of Barriers Project Registration Form ("Form") for each subject building or facility within the Scope of the

Project, and submit the registration form(s) along with the applicable fees not later than fourteen (14) calendar days after Consultant completes the submittal of the Construction Documents to TDLR.

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

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

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

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

Services; provided, however, that this shall not be City's sole and exclusive remedy for said over-payment.

- 3.3 **Additional Services** – Consultant shall provide the Services as described in the Scope of Services set forth in **Exhibit A** of this Agreement. If authorized in writing by City, Consultant shall provide additional services, to be compensated as provided in an Amendment to this Agreement on a cost not to exceed sum or hourly basis in accordance with this paragraph ("**Additional Services**") and a mutually agreed estimate of man-hours and expenses. These services may include, but are not limited to:
- 3.3.1 Additional meetings, hearings, work-sessions or other similar presentations which are not provided for or contemplated in the Scope of Services described in **Exhibit A**.
 - 3.3.2 Additional drafts and revisions to the Project which are not provided for or contemplated in the Scope of Services as described in **Exhibit A**.
 - 3.3.3 Additional copies of final reports and construction plans which are not provided for or contemplated in the Scope of Services as described in **Exhibit A**.
 - 3.3.4 Photography, professional massing models which are not provided for or contemplated in the Scope of Services as described in **Exhibit A**.
 - 3.3.5 Compensation for Additional Services authorized by City shall be in addition to Consultant's Fee and shall be based on direct billable labor rates and expenses.
 - 3.3.6 Compensation for Additional Services authorized by City shall be in addition to Consultant's Fee and shall be based on an hourly basis according to the following personnel rates, as attached as **Exhibit G**. The rates set forth in **Exhibit G** are subject to reasonable change provided prior written notice of said change is given to and approved by City.
- 3.4 **Invoices** – No payment to Consultant shall be made until Consultant tenders an invoice to City. Consultant shall submit monthly invoices for Services rendered, based upon the actual percentage of work complete at the time the invoice is prepared, or shall submit invoices to City immediately upon completion of each individual task listed in **Exhibit B**. On all submitted invoices for Services rendered, Consultant shall include appropriate background materials to support the submitted charges on said invoice. Upon request, such background material may include, but is not limited to, employee timesheets, invoices for work obtained from other parties, and receipts and/or log information relating to Direct Expenses. All invoices shall provide a summary methodology for administrative markup and/or overhead charges.

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

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

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

ARTICLE 4 OWNERSHIP OF DOCUMENTS

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

including, but not limited to, completion of the Project, and/or additions, alterations, modifications, and/or revisions to the Project. Any reuse of the documents not relating to the Project shall be at City's own risk.

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

ARTICLE 5 CONSULTANT'S INSURANCE REQUIREMENTS

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

and 00/100 Dollars (\$2,000,000.00) in the aggregate. Such policy shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal or material modification of any policies, evidenced by return receipt or United States Certified Mail. Consultant shall furnish City with certificates and required endorsement(s) evidencing such coverage prior to commencing work on the Project.

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

ARTICLE 6 CONSULTANT’S ACCOUNTING RECORDS

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

ARTICLE 7 AUDITS AND RECORDS/VENDOR DISCLOSURE

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

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

ARTICLE 8 TERMINATION OF AGREEMENT/REMEDIES

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

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

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

ARTICLE 9 DISPUTE RESOLUTION/MEDIATION

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

ARTICLE 10 INDEMNITY

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

UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONSULTANT AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH THE CONSULTANT, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE. CONSULTANT IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS; PROVIDED, HOWEVER, THAT IF A COURT OF COMPETENT JURISDICTION SIGNS A JUDGMENT THAT BECOMES FINAL AND NON-APPEALABLE, DETERMINING THAT THE CITY (WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY) HAS JOINT, CONCURRENT OR SOLE NEGLIGENCE FOR THE CLAIMS IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS ("JUDGMENT"), THEN CONSULTANT IS NOT REQUIRED TO INDEMNIFY OR DEFEND CITY TO THE EXTENT OF THE NEGLIGENCE APPORTIONED TO CITY FOR EACH CAUSE(S) OF ACTION IDENTIFIED IN THE JUDGMENT. IN THE EVENT THE JUDGMENT PROVIDES THAT CITY IS JOINTLY, CONCURRENTLY OR SOLELY NEGLIGENT FOR THE CLAIMS REFERRED TO THEREIN, CITY AGREES TO REIMBURSE CONSULTANT FOR ALL REASONABLE AND NECESSARY COSTS INCURRED AND PAID BY CONSULTANT THAT ARE ATTRIBUTABLE TO CITY'S PERCENTAGE OF JOINT, CONCURRENT OR SOLE NEGLIGENCE, AS SET FORTH IN THE JUDGMENT, INCLUDING REASONABLE AND NECESSARY ATTORNEY'S FEES AND EXPENSES, WITHIN SIXTY (60) DAYS OF THE DATE THE JUDGMENT BECOMES FINAL AND NON-APPEALABLE. IF THIS AGREEMENT IS A CONTRACT FOR ENGINEERING OR ARCHITECTURAL SERVICES, THEN CONSULTANT'S INDEMNITY AND DEFENSE OBLIGATIONS UNDER THIS ARTICLE 10 ARE LIMITED BY, AND TO BE READ AS COMPLYING WITH, SECTION 271.904 OF THE TEXAS LOCAL GOVERNMENT CODE.

IN ITS SOLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY CONSULTANT IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY CITY, UNLESS SUCH RIGHT IS

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

ARTICLE 11 NOTICES

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

If to City, addressed to:

Wayne E. Lee, P.E., CFM
Director of Engineering
City of Sherman
220 W Mulberry St.
Sherman, TX 75091
Telephone: (903) 892-7327
Email: waynel@cityofsherman.com

With a copy to:

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

If to Consultant, addressed to:

Landon Allen

Civil Engineer | Associate

Parkhill

255 N. Center Street, Suite 100

Arlington, Texas 76011

Telephone: 817.633.0431

Email: LAllen@parkhill.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.

12.1.7 **Exhibit G**, Consultant’s Hourly Rate Schedule

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

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

12.3 **Attorney’s Fees** – If either party files any action or brings any proceeding against the other arising from this Agreement, then as between City and Consultant, the prevailing party shall be entitled to recover as an element of its costs of suit, and not as damages, reasonable and necessary attorneys’ fees and litigation expenses both at trial and on appeal, subject to the limitations set forth in TEX. LOC. GOV’T CODE § 271.153, as it exists or may be amended, if applicable.

- 12.4 **Successors and Assigns** – City and Consultant, and their respective partners, assigns, successors, subcontractors, executors, officers, agents, employees, representatives and administrators are hereby bound to the terms and conditions of this Agreement.
- 12.5 **Savings/Severability** – In the event of a term, condition, or provision of this Agreement is determined to be invalid, illegal, void, unenforceable, or unlawful by a court of competent jurisdiction, then that term, condition, or provision, shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been contained in this Agreement.
- 12.6 **Governing Law/Venue** – This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflict of law principles. The exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Grayson County, Texas.
- 12.7 **Execution/Consideration** – This Agreement is executed by the parties hereto without coercion or duress for any substantial consideration, the sufficiency of which is forever confessed.
- 12.8 **Authority** – The individuals executing this Agreement on behalf of the respective parties below represent to each other that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the other party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.
- 12.9 **Waiver** – Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance.
- 12.10 **Headings** – The headings of the various sections of this Agreement are included solely for convenience of reference and are not to be full or accurate descriptions of the content thereof.
- 12.11 **Multiple Counterparts** – This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail and/or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.

- 12.12 **Immunity** – It is expressly understood and agreed that, in the execution and performance of this Agreement, City has not waived, nor shall be deemed to have waived, any immunity, governmental, sovereign and/or official, or defense that is available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth in this Agreement.
- 12.13 **Incorporation of Recitals** – The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct and are incorporated into the body of this Agreement and adopted as findings of City and the authorized representative of Consultant.
- 12.14 **Additional Representations** – Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had the opportunity to confer with its counsel.
- 12.15 **Miscellaneous Drafting Provisions** – This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply.
- 12.16 **No Third-Party Beneficiaries** – Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third party beneficiaries by entering into this Agreement.
- 12.17 **Indemnity** – The parties agree that the Indemnity provision set forth in Article 10 of this Agreement is conspicuous and the parties have read and understood the same.
- 12.18 **Representations** – All representations and covenants made by one party to the other in this Agreement or in any certificate or other instrument delivered by one party to the other under this Agreement shall be considered to have been relied upon by the other party and will survive the satisfaction of any fees under this Agreement, regardless of any investigation made by either party.
- 12.19 **Independent Contractor** – In performing this Agreement, Consultant shall act as an independent contractor with respect to City. In no event shall this Agreement be construed as establishing a partnership, joint venture or similar relationship between the parties and nothing herein shall authorize either party to act as agent for the other. Consultant shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes and benefits with respect to all of Consultant's officers, directors, partners, employees and representatives, who shall not be considered City employees and shall not be eligible for any employee benefit plan offered by City.

- 12.20 **Debarment/Suspension** – City is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension. City, Consultant and Consultant's subcontractors shall comply with federal and state regulations regarding debarment and suspension. Consultant shall include a statement of compliance with federal and state debarment and suspension regulations in all third-party agreements for work on the Project.
- 12.21 **Restrictions on Lobbying** – City and Consultant are prohibited from using funds awarded under the Agreement for lobbying purposes. Consultant shall include a statement of compliance with this provision in applicable procurement solicitations and third-Party agreements for work on the Project.
- 12.22 **Appropriation of Funds** – Funds are not presently budgeted for City's performance under this Agreement beyond the end of City's current fiscal year. City will give Consultant sixty (60) days' notice if funds for City's performance are not budgeted to continue beyond that time. City shall have no liability for payment of any money for services performed after the end of City's current fiscal year unless and until such funds are budgeted.
- 12.23 **Certifications Required by Texas Law** – In accordance with Chapter 2270 of the Texas Government Code (to the extent applicable), Consultant hereby certifies that Consultant does not boycott Israel and will not boycott Israel during the term of any contract with City, including during the term of this Agreement. In accordance with Chapter 809 of the Texas Government Code (to the extent applicable), Consultant hereby certifies that Consultant does not boycott energy companies and will not boycott energy companies during the term of any contract with City, including during the term of this Agreement. In accordance with Chapter 2274 of the Texas Government Code (to the extent applicable), Consultant hereby certifies that Consultant does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of any contract with City, including during the term of this Agreement. The foregoing terms have the meanings ascribed to them in the referenced statutes if defined therein.
- 12.24 **Reference to Consultant** – When referring to "Consultant," this Agreement shall refer to and be binding upon Consultant, and its officers, directors, partners, employees, representatives, contractors, subcontractors, licensees, invitees, agents, successors, assignees (as authorized herein), vendors, grantees, trustees, legal representatives and/or any other third parties for whom Consultant is legally responsible.

12.25 **Reference to City** – When referring to "City," this Agreement shall refer to and be binding upon City, its Council members, officers, agents, representatives, employees and/or any other authorized third parties for whom City is legally responsible.

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

CITY:

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

By: 

Wayne E. Lee, Director of Engineering

CONSULTANT:

Parkhill
a Texas Corporation

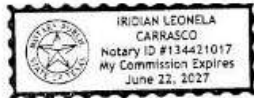
By: 

Ryan Kennerly, Principal

STATE OF TEXAS §
 §
COUNTY OF Tarrant §

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED **RYAN KENNERLY**, KNOWN TO ME TO BE ONE OF THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT; HE ACKNOWLEDGED TO ME THAT HE IS THE PRESIDENT AND DULY AUTHORIZED REPRESENTATIVE FOR **PARKHILL**, AND THAT HE EXECUTED SAID INSTRUMENT FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 25th DAY OF
February 2025.



Online Notary Public. This notarial act involved the use of online audio/video communication technology. Notarization facilitated by SIGNIX®

Iridian Leonela Carrasco



NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

My commission expires: 06/22/2027

EXHIBIT A SCOPE OF SERVICES

I. PROJECT DESCRIPTION

This project generally includes design support and hydrogeological expert evaluation to assist the City with litigation matters regarding Mustang Special Utility District and the State Office of Administrative Hearings (SOAH). Task may include, but not are not limited to:

- Evaluate production performance for wells/wellfields.
- Assess geology and stratigraphy of existing wells and areas of expansion.
- Provide expert witness and/or testimony services at formal proceedings.
- Provide short and long term impact of new wells on existing infrastructure.
- Suggest conclusions and recommendations for potential well site.
- Assess long-term projected water level trends based on demand patterns.
- Model scenarios for groundwater conveyance within the City's distribution system.
- Create demand patterns to simulate existing and future growth.

EXHIBIT B
PROJECT BUDGET SUMMARY

<i>Project Budget, Hourly-Rate (Not-To-Exceed)</i>	<i>\$49,000.00</i>
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EXHIBIT C
GUIDELINES FOR COMPUTER AIDED DESIGN AND DRAFTING (CADD)

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

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

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

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

II. **GUIDELINES FOR DIRECT EXPENSES**.

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

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

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

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

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

III. GUIDELINES FOR GENERAL AND ADMINISTRATIVE MARKUP.

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

IV. GUIDELINES FOR TRAVEL AND SUBSISTENCE EXPENSES.

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

EXHIBIT E
CONTRACTOR'S INSURANCE GUIDELINES

I. GENERAL INSURANCE REQUIREMENTS –

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

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

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

IV. INSURANCE CHECKLIST – "X" means that the following coverage(s) is required for this Agreement.

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

EXHIBIT E
CONTRACTOR'S INSURANCE GUIDELINES

-
- | | | | |
|---------------|-----|---|--|
| <u> X </u> | 4. | Professional Liability | <ul style="list-style-type: none">▪ Minimum \$1,000,000.00 each claim;▪ Minimum \$2,000,000.00 in the aggregate |
| <u> X </u> | 5. | Umbrella Coverage of Excess Liability Coverage | <ul style="list-style-type: none">▪ An amount of \$2,000,000.00▪ Minimum \$2,000,000.00 in the aggregate |
| <u> X </u> | 6. | City and its officers, agents, representatives and employees named as additional insured on General Liability Policy, as provided above. This coverage is primary to all other coverage City may possess. | |
| <u> X </u> | 7. | General Liability Insurance provides for a Waiver of Subrogation against the City for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. All insurance policies that are required to name the City as an additional insured must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance. | |
| <u> X </u> | 8. | Thirty (30) days' notice of cancellation, non-renewal, or material change required. The words "endeavor to" and "but failure" (to end of sentence) are to be eliminated from the Notice of Cancellation provision on standard ACORD certificates. | |
| <u> X </u> | 9. | Insurance company has a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s). | |
| <u> X </u> | 10. | The Certificate of Insurance must state the project title and bid number. | |
| <u> </u> | 11. | Other Insurance Requirements (State Below): | |

EXHIBIT F
CONFLICT OF INTEREST QUESTIONNAIRE, FORM CIQ

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.	OFFICE USE ONLY	
1 Name of vendor who has a business relationship with local governmental entity. Parkhill	Date Received	
2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)		
3 Name of local government officer about whom the information is being disclosed. N/A Name of Officer		
4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary. A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor? ☐ Yes ☐ No N/A 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 N/A		
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 2/25/2025 Date		

Form provided by Texas Ethics Commission

www.ethics.state.tx.us

Revised 1/1/2021

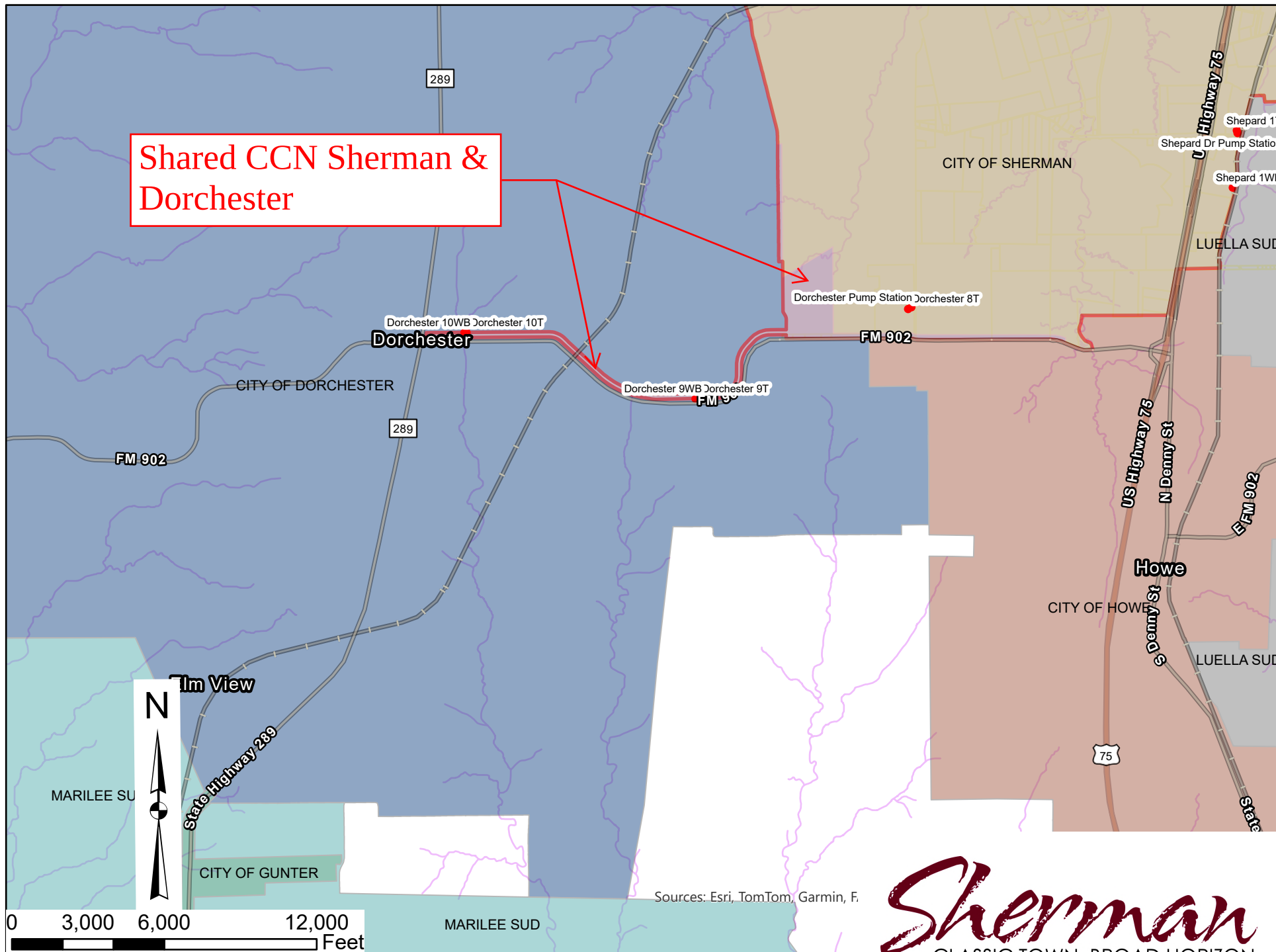
EXHIBIT G CONSULTANT'S HOURLY RATE SCHEDULE

Parkhill
Hourly Rate Schedule
January 1, 2025 through December 31, 2025

Client: City of Sherman Project: City of Sherman - Mustang SUD Support
Agreement Date: TBD Location: Sherman, Texas

CLASSIFICATION	HOURLY RATE	CLASSIFICATION	HOURLY RATE	CLASSIFICATION	HOURLY RATE
SUPPORT STAFF I	\$79.00	PROFESSIONAL LEVEL III		PROFESSIONAL LEVEL VI	
SUPPORT STAFF II	\$92.00	Architect	\$196.00	Architect	\$306.00
SUPPORT STAFF III	\$127.00	Civil Engineer	\$239.00	Civil Engineer	\$332.00
SUPPORT STAFF IV	\$136.00	Electrical Engineer	\$233.00	Electrical Engineer	\$331.00
SUPPORT STAFF V	\$150.00	Interior Designer	\$174.00	Interior Designer	\$248.00
SUPPORT STAFF VI	\$163.00	Landscape Architect	\$188.00	Landscape Architect	\$266.00
		Mechanical Engineer	\$223.00	Mechanical Engineer	\$315.00
		Structural Engineer	\$231.00	Structural Engineer	\$297.00
		Survey Tech	\$179.00	Professional Land Surveyor	\$277.00
		Other Professional	\$172.00	Other Professional	\$258.00
PROFESSIONAL LEVEL I		PROFESSIONAL LEVEL IV		PROFESSIONAL LEVEL VII	
Architect	\$160.00	Architect	\$239.00	Architect	\$390.00
Civil Engineer	\$173.00	Civil Engineer	\$279.00	Civil Engineer	\$400.00
Electrical Engineer	\$177.00	Electrical Engineer	\$273.00	Electrical Engineer	\$393.00
Interior Designer	\$151.00	Interior Designer	\$191.00	Interior Designer	\$284.00
Landscape Architect	\$151.00	Landscape Architect	\$204.00	Landscape Architect	\$341.00
Mechanical Engineer	\$166.00	Mechanical Engineer	\$261.00	Mechanical Engineer	\$373.00
Structural Engineer	\$166.00	Structural Engineer	\$266.00	Structural Engineer	\$393.00
Survey Tech	\$141.00	Survey Tech	\$218.00	Professional Land Surveyor	\$335.00
Other Professional	\$149.00	Other Professional	\$203.00	Other Professional	\$326.00
PROFESSIONAL LEVEL II		PROFESSIONAL LEVEL V			
Architect	\$173.00	Architect	\$291.00		
Civil Engineer	\$194.00	Civil Engineer	\$331.00		
Electrical Engineer	\$200.00	Electrical Engineer	\$328.00		
Interior Designer	\$159.00	Interior Designer	\$230.00		
Landscape Architect	\$159.00	Landscape Architect	\$248.00		
Mechanical Engineer	\$191.00	Mechanical Engineer	\$313.00		
Structural Engineer	\$188.00	Structural Engineer	\$294.00		
Survey Tech	\$153.00	Professional Land Surveyor	\$247.00		
Other Professional	\$157.00	Other Professional	\$226.00		

Shared CCN Sherman & Dorchester



Sources: Esri, TomTom, Garmin, F.

Sherman
CLASSIC TOWN. BROAD HORIZON.



City Council Regular Meeting

Agenda Item No. H.3.

Meeting Date: 7/7/2025

Prepared By: Loren Siems, Right of Way Specialist

Approved By: Zachary Flores, Acting City Manager

Caption:

*** Resolution No. 7542**

Authorizing the City Manager or his Designee to Execute an Agreement and Special Warranty Deed for the Purchase and Acquisition of Real Property from Cedar Ridge Development for the Expansion of Interurban Parkway, being 0.6646 Acres and 0.6782 Acres in the Elizabeth Jones Survey, Abstract No. 625, City of Sherman, Grayson County, Texas

Issue:

Authorizing the purchase and conveyance of real property from Cedar Ridge Development located on Interurban Parkway for the purpose of widening Interurban Parkway

Background:

Interurban Parkway is on the Master Thoroughfare Plan as a Minor Arterial Thoroughfare. The subject property is in the path of the design for the Interurban Parkway widening. Purchasing this property is necessary to complete the widening of Interurban Parkway.

Capital Improvement Program:

Origination:

City of Sherman

Financial Consideration:

Funding of \$146,220.00 is required and is available in Certificates of Obligation.

Staff Recommendation:

Staff recommends that the City Council approve the Resolution to authorize the conveyance of the subject property

Alternatives:

As may be directed by City Council

Attachments:

1. Resolution No. 7542
2. Property Location
3. P-8 & P 12 Cedar Ridge-SW-ROW deed

4. MOA

RESOLUTION NO. 7542

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE AN AGREEMENT AND SPECIAL WARRANTY DEED FOR THE PURCHASE AND ACQUISITION OF REAL PROPERTY FROM CEDAR RIDGE DEVELOPMENT FOR THE EXPANSION OF INTERURBAN PARKWAY, BEING 0.6646 ACRES AND 0.6782 ACRES IN THE ELIZABETH JONES SURVEY, ABSTRACT NO. 625, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager or his designee is authorized and directed, subject to all contract documents being properly completed and approved as to form by the City Attorney, to execute an Agreement and Special Warranty Deed for the purchase and acquisition of real property from Cedar Ridge Development for the expansion of Interurban Parkway, being 0.6646 acres and 0.6782 acres in the Elizabeth Jones Survey, Abstract 625, City of Sherman, Grayson County, Texas, more particularly described in Exhibit "A," attached hereto and made a part hereof for all purposes.

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

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

CITY OF SHERMAN, TEXAS

BY: _____
SHAWN TEAMANN, MAYOR

ATTEST:

BY: _____
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

Exhibit “A”

28,948 SQUARE FEET (0.6646 OF AN ACRE)
RIGHT-OF-WAY DEDICATION FOR MOORE STREET
ELIZABETH JONES SURVEY, ABSTRACT NO. 625

BEING a 28,948 square foot (0.6646 of an acre) tract of land situated in the Elizabeth Jones Survey, Abstract No. 625, in the City of Sherman, Grayson County, Texas, and being a part of a called 112.637 acre tract of land (save and except 64.459 acres) described in a Special Warranty Deed to Cedar Ridge Development, as recorded in Instrument Number 2022-12936 of the Official Public Records of Grayson County, Texas (O.P.R.G.C.T.), and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8-inch iron rod with yellow cap stamped “CP&Y” set for the most southerly southwest corner of said save and except 64.459 acre tract, same being the southeast corner of the remainder of a called 112.637 acre tract of land described in a General Warranty Deed to Dogwood Creek Land Holdings, LLC, as recorded as Instrument Number 2017-13280, O.P.R.G.C.T., also being in the north line of a called 3.339 acre tract of land described as Parcel 2 in a Dedication Deed to the City of Sherman, Texas, as recorded as Instrument Number 2018-12009, O.P.R.G.C.T., from which a 5/8-inch capped iron rod (controlling monument) found at the northwest corner of said 3.339 acre tract bears, South 89 degrees 27 minutes 25 seconds West, 1,726.30 feet;

THENCE departing the north line of said 3.339 acre tract with the common southeasterly line of the remainder of said 112.637 acre tract and the northwest line of said save and except 64.459 tract, the following six (6) courses and distances:

1. North 29 degrees 04 minutes 23 seconds East, a distance of 22.69 feet to 5/8-inch iron rod with yellow cap stamped “CP&Y” set for corner (herein referred to as capped iron rod set);
2. North 29 degrees 59 minutes 24 seconds East, a distance of 146.31 feet to a capped iron rod set;
3. North 31 degrees 43 minutes 36 seconds East, a distance of 117.63 feet to a capped iron rod set;
4. North 31 degrees 04 minutes 39 seconds East, a distance of 205.25 feet to a capped iron rod set;
5. North 35 degrees 36 minutes 09 seconds East, a distance of 230.19 feet to a capped iron rod set;
6. North 32 degrees 29 minutes 25 seconds East, a distance of 30.05 feet to a capped iron rod set for an inner Ell corner of said save and except 64.459 acre tract, and an inner Ell corner of the remainder of said 112.637 acre tract;

THENCE North 53 degrees 36 minutes 53 seconds West, with the common north line of said save and except 64.459 acre tract and the north line of the remainder of said 112.637 acre tract, a distance of 32.03 feet to a 5/8-inch iron rod with yellow cap stamped “CP&Y” set for corner;

THENCE North 33 degrees 04 minutes 36 seconds East, departing the north line of the remainder of said 112.637 acre tract, over and across said save and except 64.459 acre tract, a distance of 132.99 feet to a 5/8-inch iron rod with yellow cap stamped “CP&Y” set for corner in the north line of said save and except 64.459 acre tract, same being the southwest line of a called 8.565 acre tract of land described in a Warranty Deed to Moore Street 7, LLC, as recorded as Instrument Number 2021-18410, O.P.R.G.C.T., from which a 5/8-inch iron rod (controlling monument) found for the southwest corner of said Moore Street 7, LLC tract bears, North 54 degrees 55 minutes 13 seconds West, 170.83 feet;

THENCE South 54 degrees 55 minutes 13 seconds East, with the common north line of said save and except 64.459 acre tract and the south line of said 8.565 acre tract, a distance of 59.38 feet to a 5/8-inch iron rod with yellow cap stamped "CP&Y" set for the northeast corner of said save and except 64.459 acre tract, the southeast corner of said 8.565 acre tract, near the southeast edge of pavement for South Moore Street (a generally recognized public road) (no apparent deed of record found), and being in the northwest line of a called 7.34 acre tract of land described in a Deed to Texas Power and Light Company, as recorded in Volume 248, Page 354 of the Deed Records of Grayson County, Texas (D.R.G.C.T.);

THENCE South 33 degrees 15 minutes 04 seconds West, with the southeast line of said save and except 64.459 acre tract, the northwest line of said 7.34 acre tract, and the northwest line of land described in a Special Warranty Deed to TXU (now known as Oncor Electric Delivery Company), as recorded in Volume 3173, Page 601, and Volume 3677, Page 600, D.R.G.C.T., a distance of 874.16 feet to a MAG Nail with washer stamped "CP&Y" set for the southeast corner of said save and except 64.459 acre tract, the northeast corner of said 3.339 acre tract, and being in the pavement of said South Moore Street;

THENCE South 89 degrees 27 minutes 25 seconds West, departing the northwest line of said Oncor tract, with the common south line of said save and except 64.459 acre tract and the north line of said 3.339 acre tract, a distance of 18.19 feet to the **POINT OF BEGINNING** of herein described tract, containing within the metes recited a total of 28,948 square feet (0.6646 of an acre) of land.

28,948 SQUARE FEET (0.6646 OF AN ACRE)
RIGHT-OF-WAY DEDICATION FOR MOORE STREET
ELIZABETH JONES SURVEY, ABSTRACT NO. 625

MATCHLINE
(SEE PAGE 4 OF 4)

AS AFFECTED BY
INST. NO. 2022-12936
O.P.R.G.C.T.

CITY OF SHERMAN, TEXAS
PARCEL 2 (CALLED 3.339 ACRES)
INST. NO. 2018-12009 O.P.R.G.C.T.

JOHNNY FLORES, JR. AND WIFE,
JADA FLORES
(CALLED 0.575 ACRES)
VOL. 2303, PG. 385
O.P.R.G.C.T.

ELIZABETH JONES SURVEY.
ABSTRACT NO. 625

CEDAR RIDGE DEVELOPMENT
(CALLED 112.637 ACRES
S&E 64.459 ACRES)
INST. NO. 2022-12936
O.P.R.G.C.T.

- 28,948 SQUARE FEET
(0.6646 OF AN ACRE)

ONCOR ELECTRIC DELIVERY COMPANY
VOL. 3173, PG. 601 D.R.G.C.T.
VOL. 3677, PG. 600 D.R.G.C.T.

JOHNNY FLORES, JR. AND
JADA D. FLORES
(CALLED 0.573 ACRES)
NO. 2017-5244
O.P.R.G.C.T.

JOHNNY T. FLORES AND WIFE,
SARAH FLORES
(CALLED 0.018 ACRES)
VOL. 2670, PG. 753
D.R.G.C.T.

LEGEND

●	MONUMENT FOUND (SITE AND DESCRIPTION AS NOTED)
58" YCIRS "CP&Y"	58" HIGH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CP&Y" SET
— X — [CP&Y]	EDGE OF PAVEMENT FENCE LINE (CAPPED) IRON ROD FOUND CONTROLLING MONUMENT
CAL VOL. PG.	VOLUME PAGE
INST. NO. CITY/STATE	INSTRUMENT NUMBER OFFICIAL PUBLIC RECORDS OF GRAYSON COUNTY, TEXAS
DEED/PLAT	DEED RECORDS OF GRAYSON COUNTY, TEXAS
PLAT/DEED	PLAT RECORDS OF GRAYSON COUNTY, TEXAS

BEARINGS ARE BASED ON TRUE GEODETIC NORTH,
OBTAINED WITH A GLOBAL POSITIONING SYSTEM, AND
REFERENCED TO THE TEXAS COORDINATE SYSTEM OF 1983,
NORTH CENTRAL ZONE (4202), NAD 83 COORDINATES.
DISTANCES AND AREA SHOWN HEREON ARE SURFACE
USING A COMBINED SCALE FACTOR OF 1.02010712.

THE SURVEYOR DID NOT ABSTRACT THE SUBJECT TRACTS.

A DESCRIPTION OF SAME SURVEY DATE HEREWITH
ACCOMPANIES THIS DRAWING.

SURVEYED ON THE GROUND OCTOBER–DECEMBER 2021,
JUNE 2022, AND JUNE 2023.

SCALE

0' 100' 200'

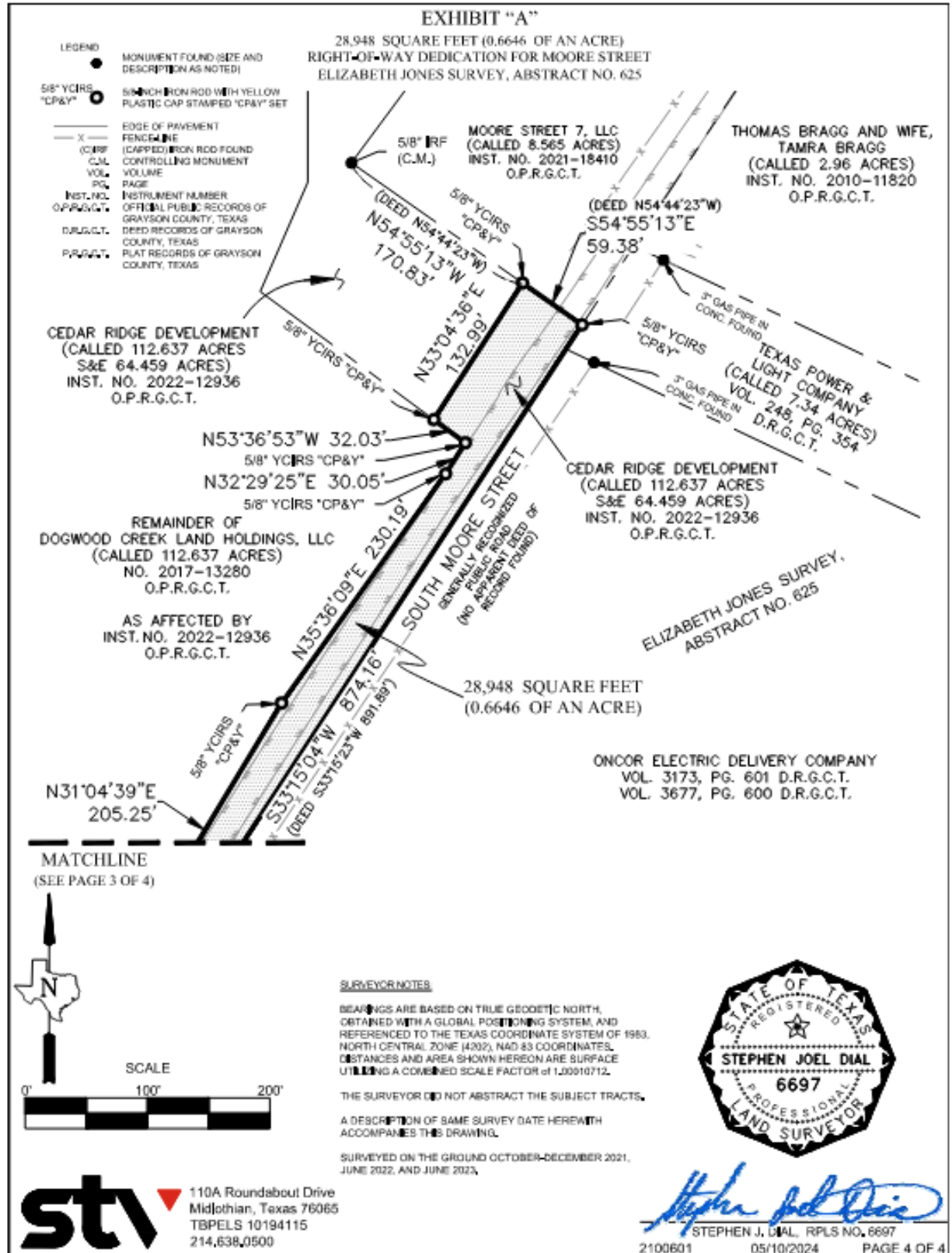
A horizontal scale bar with alternating black and white segments. It is labeled with '0'', '100'', and '200'' at the top. The bar is divided into four equal segments, each representing 50 feet. The first segment is black, the second is white, the third is black, and the fourth is white.

stv 110A Roundabout Drive
Midlothian, Texas 76065
TBPELS 10194115
214.638.0500

2100601

05/10/2024

PAGE 3 OF 4



29,540 SQUARE FEET (0.6782 OF AN ACRE)
RIGHT-OF-WAY DEDICATION FOR MOORE STREET
ELIZABETH JONES SURVEY, ABSTRACT NO. 625

BEING a 29,540 square foot (0.6782 of an acre) tract of land situated in the Elizabeth Jones Survey, Abstract No. 625, in the City of Sherman, Grayson County, Texas, and being a part of a called 10.839 acre tract of land described in a Warranty Deed to Cedar Ridge Development, as recorded as Instrument Number 2022-37076 of the Official Public Records of Grayson County, Texas (O.P.R.G.C.T.), and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8-inch iron rod with yellow cap stamped "CP&Y" set for the northeast corner of said 10.839 acre tract, being in the northwest right-of-way (R.O.W.) line of Binkley Boulevard (66-foot width R.O.W.) (now known as South Moore Street), according to the Plat of Randolph Heights Addition, an addition to the City of Sherman, Texas, recorded in Volume 203, Page 326, P.R.G.C.T., from which a 1/2-inch iron rod with cap stamped "4709" (controlling monument) found at the southeast corner of Lot 2, according to the Final Plat of Holly Moore Addition, an addition to the City of Sherman, Texas, recorded as Instrument Number 2020-7 of the Plat Records of Grayson County, Texas (P.R.G.C.T.), bears North 74 degrees 48 minutes 40 seconds East, 28.97 feet;

THENCE South 22 degrees 19 minutes 19 seconds West, with the common southeast line of said 10.839 acre tract, and the northwest R.O.W. line of said South Moore Street, a distance of 1,316.73 feet to a 5/8-inch iron rod with yellow cap stamped "CP&Y" set for the southeast corner of said 10.839 acre tract, same being the northeast corner of a called 8.565 acre tract of land described in a Warranty Deed to Moore Street 7, LLC, as recorded as Instrument Number 2021-18410, O.P.R.G.C.T.;

THENCE North 67 degrees 41 minutes 02 seconds West, departing the northwest R.O.W. line of said South Moore Street, with the common southwest line of said 10.839 acre tract, and the northeast line of said 8.565 acre tract, a distance of 20.00 feet to a 5/8-inch iron rod with yellow cap stamped "CP&Y" set for corner;

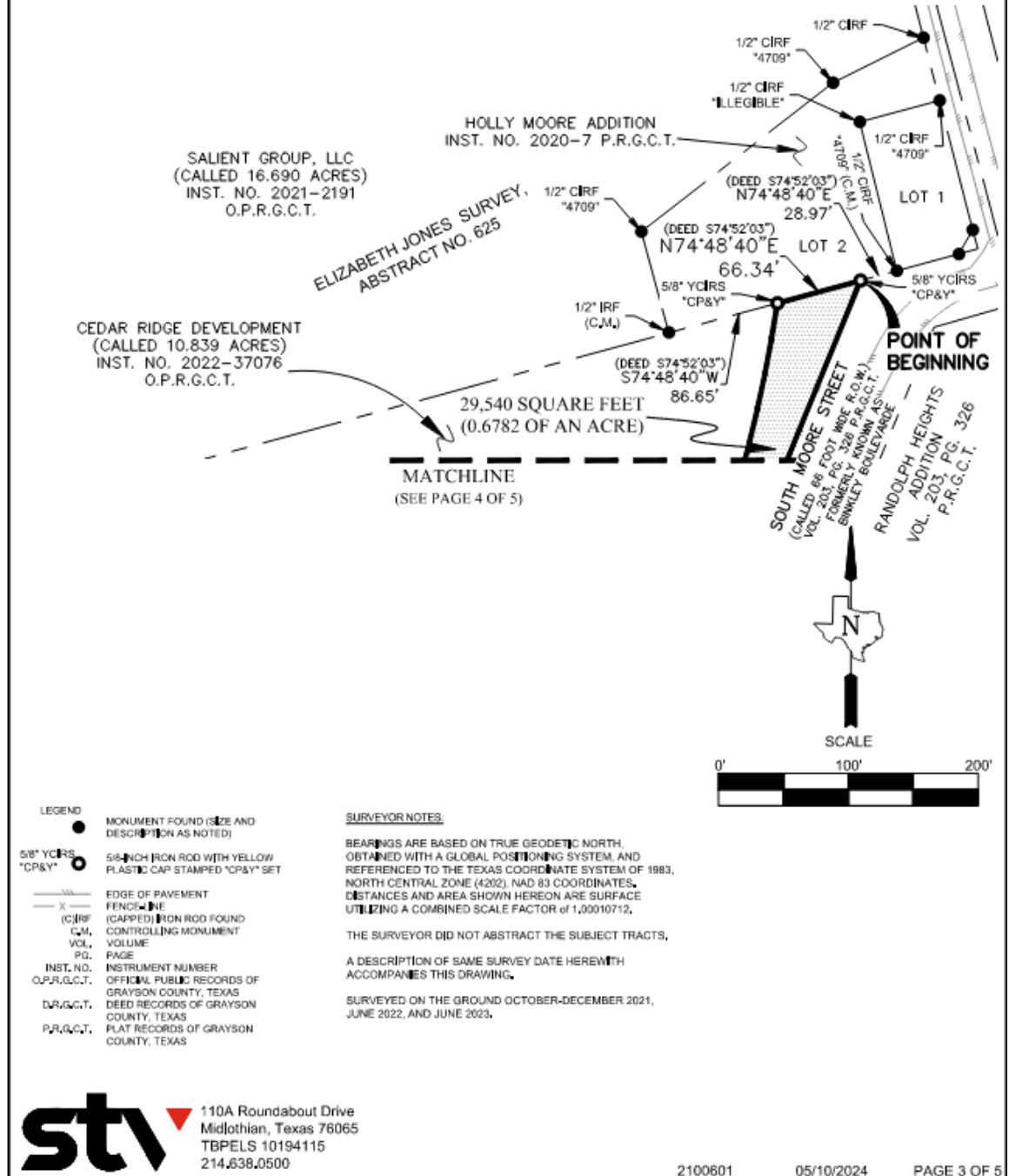
THENCE North 22 degrees 19 minutes 19 seconds East, departing said common line, over and across said 10.839 acre tract, a distance of 1,003.50 feet to a 5/8-inch iron rod with yellow cap stamped "CP&Y" set for corner at the beginning of a tangent curve to the left;

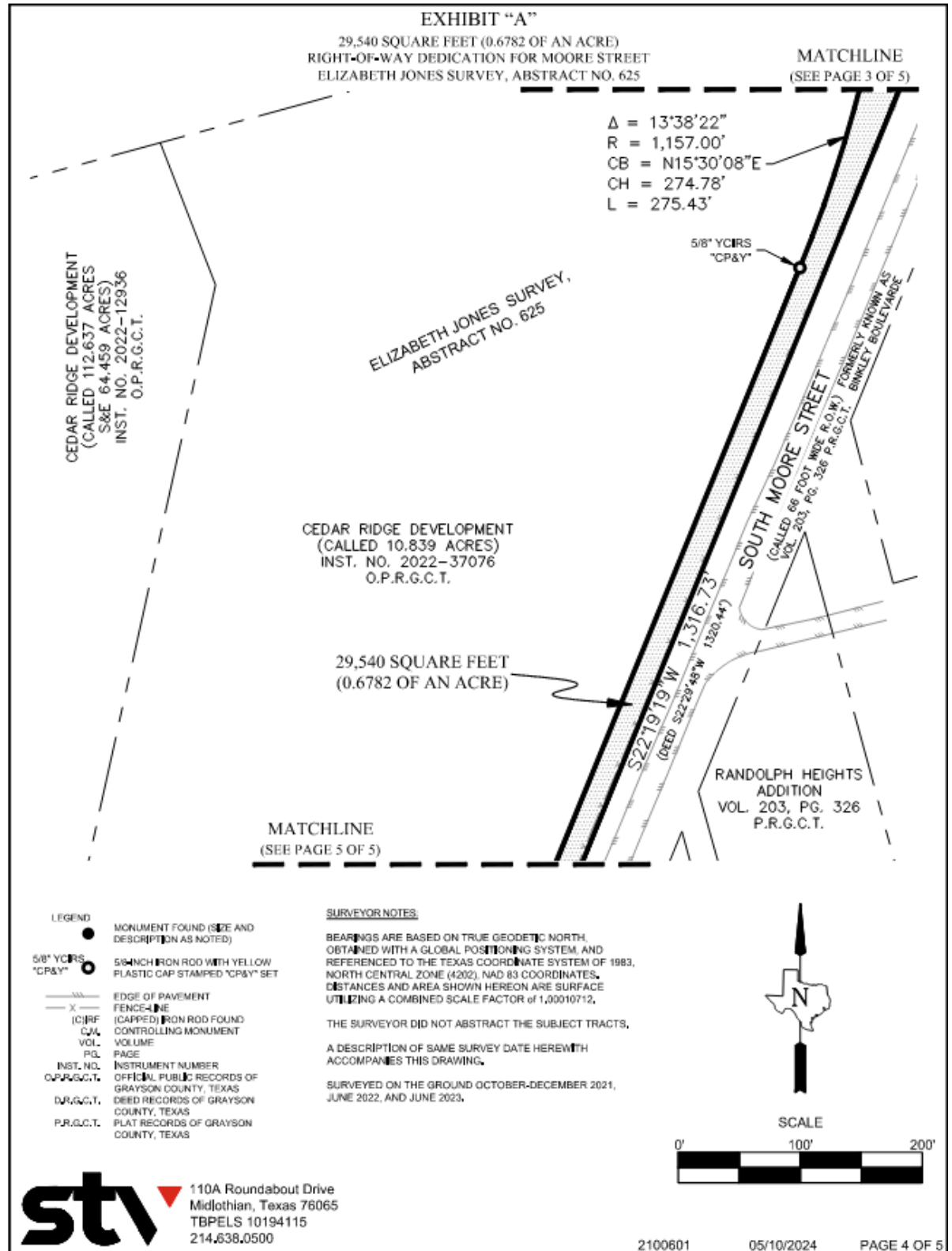
THENCE continuing over and across said 10.839 acre tract and with said tangent curve to the left, through a central angle of 13 degrees 38 minutes 22", a radius of 1,157.00 feet, a chord that bears North 15 degrees 30 minutes 08 seconds East, a distance of 274.78 feet, and an arc length of 275.43 feet to a 5/8-inch iron rod with yellow cap stamped "CP&Y" set for corner at the end of said curve, being in the south line of said Lot 2, from which a 1/2-inch iron rod (controlling monument) found at the southwest corner of said Lot 2 bears, South 74 degrees 48 minutes 40 seconds West, 86.65 feet;

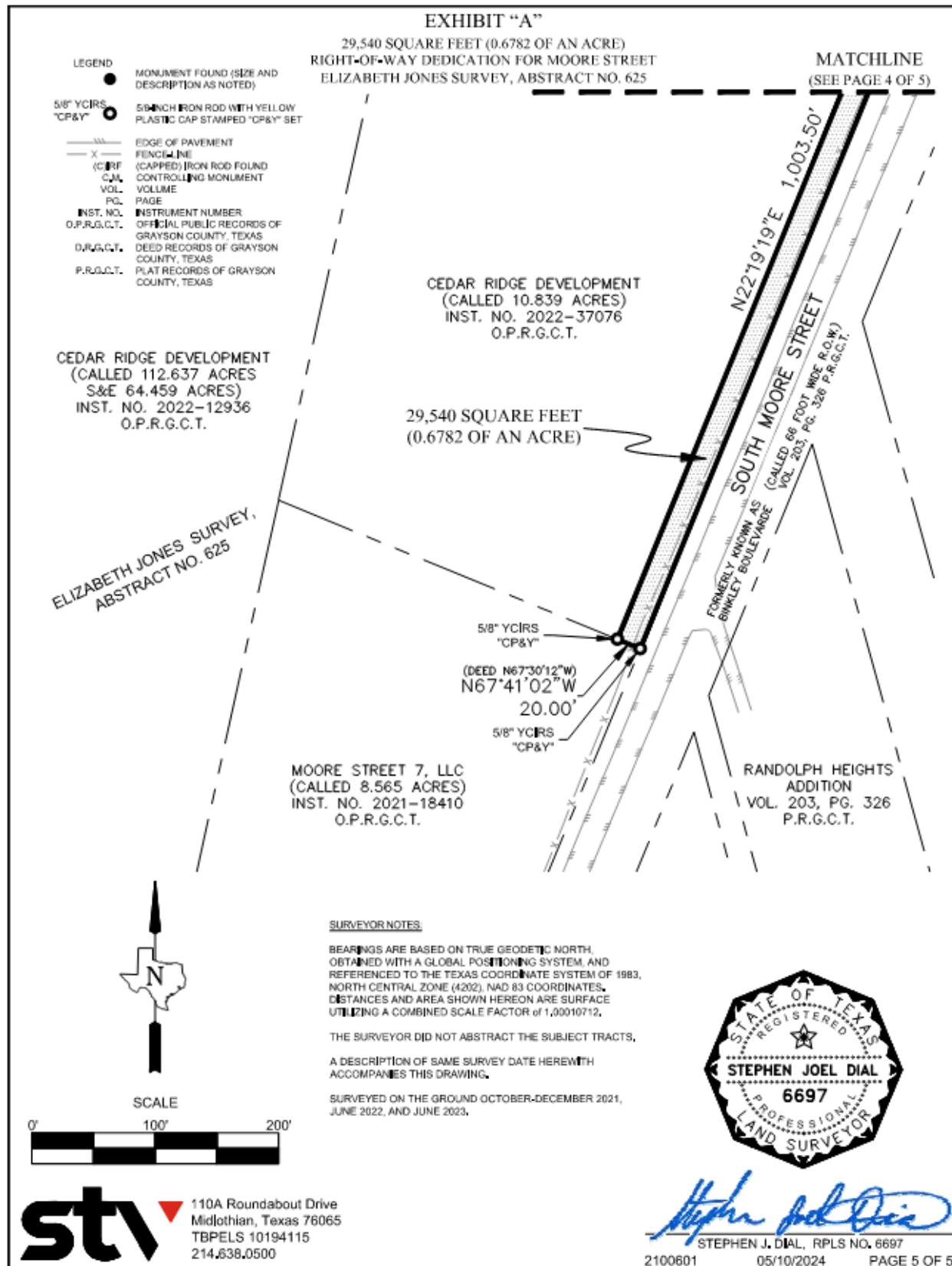
THENCE North 74 degrees 48 minutes 40 seconds East, with the common north line of said 10.839 acre tract and the south line of said Lot 2, a distance of 66.34 feet to the **POINT OF BEGINNING** of herein described tract, containing within the metes recited a total of 29,540 square feet (0.6782 of an acre) of land.

EXHIBIT "A"

29,540 SQUARE FEET (0.6782 OF AN ACRE)
RIGHT-OF-WAY DEDICATION FOR MOORE STREET
ELIZABETH JONES SURVEY, ABSTRACT NO. 625









Reservations from and Exceptions to Conveyance and Warranty:

Permitted Encumbrances, if any, listed on Exhibit B, attached hereto and incorporated herein for all purposes.

Grantor, for the Consideration and subject to the Reservations from and Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, successors and assigns to warrant and forever defend all and singular the Property to Grantee and Grantee's successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through or under Grantor but not otherwise, except as to the Reservations from and Exceptions to Conveyance and Warranty.

Each individual executing this instrument on behalf of Grantor represents that all appropriate and necessary actions have been taken to authorize the individual who is executing this instrument to do so for and on behalf of Grantor, that there are no other parties or entities required to execute this instrument in order for the same to be an authorized and binding agreement on Grantor and that the individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

It is understood and agreed that the consideration received by Grantor hereunder includes adequate compensation for the grant of the rights hereunder and for all damages arising out of the construction, reconstruction, repair, operation and maintenance of roadway or other public facilities.

This instrument shall be binding on, and inure to the benefit of, Grantee and Grantor and their respective successors or assigns.

This instrument may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

When the context requires, singular nouns and pronouns include the plural.

[Signature pages follow.]

EXECUTED on the dates of the acknowledgments, but to be EFFECTIVE on the _____ day of _____, 2025.

GRANTOR:

**CEDAR RIDGE DEVELOPMENT,
An unincorporated proprietorship**

By: _____

Name William L. Magers

Title: _____

ACKNOWLEDGEMENT

THE STATE OF TEXAS

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF

BEFORE ME, the undersigned authority, on this day personally appeared **WILLIAM L. MAGERS**, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me that he is the _____ and duly authorized representative of **CEDAR RIDGE DEVELOPMENT, an unincorporated proprietorship** and that he executed the same for the purposes and consideration therein stated and in the capacity therein stated as the act and deed of said company.

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

NOTARY PUBLIC, STATE OF TEXAS

Notary's commission expires: _____

AGREED AND ACCEPTED:

CITY OF SHERMAN, TEXAS

By: _____
Zachary Flores, City Manager

STATE OF TEXAS §
 §
COUNTY OF GRAYSON §

BEFORE ME, the undersigned authority, on this day personally appeared **ZACHARY FLORES**, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me that he is the City Manager and duly authorized representative of the **CITY OF SHERMAN, TEXAS**, a home-rule municipality, and that he executed the same for the purposes and consideration therein stated and in the capacity therein stated as the act and deed of the City of Sherman, Texas.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this _____ day of _____, 2025.

ATTEST:

Notary Public, State of Texas
My Commission Expires:_____

BY: _____
Acting City Clerk

APPROVED AS TO FORM AND
CONTENT:
Abernathy, Roeder, Boyd & Hullett, P.C.

By: _____
Name: _____
City Attorney

Exhibit B
Permitted Exceptions

1. Grantor specifically reserves from this conveyance all its rights, title and interest in all oil, gas and other minerals in and under the Property, provided that Grantor shall not be permitted to, and shall not allow any party to, drill or excavate for oil, gas and other minerals on or from the surface of the Property, but Grantor may extract oil, gas or other minerals from and under the Property by directional drilling or other means that do not interfere with or disturb Grantee's use of the Property

EXHIBIT "A"
28,948 SQUARE FEET (0.6646 OF AN ACRE)
RIGHT-OF-WAY DEDICATION FOR MOORE STREET
ELIZABETH JONES SURVEY, ABSTRACT NO. 625

BEING a 28,948 square foot (0.6646 of an acre) tract of land situated in the Elizabeth Jones Survey, Abstract No. 625, in the City of Sherman, Grayson County, Texas, and being a part of a called 112.637 acre tract of land (save and except 64.459 acres) described in a Special Warranty Deed to Cedar Ridge Development, as recorded in Instrument Number 2022-12936 of the Official Public Records of Grayson County, Texas (O.P.R.G.C.T.), and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8-inch iron rod with yellow cap stamped "CP&Y" set for the most southerly southwest corner of said save and except 64.459 acre tract, same being the southeast corner of the remainder of a called 112.637 acre tract of land described in a General Warranty Deed to Dogwood Creek Land Holdings, LLC, as recorded as Instrument Number 2017-13280, O.P.R.G.C.T., also being in the north line of a called 3.339 acre tract of land described as Parcel 2 in a Dedication Deed to the City of Sherman, Texas, as recorded as Instrument Number 2018-12009, O.P.R.G.C.T., from which a 5/8-inch capped iron rod (controlling monument) found at the northwest corner of said 3.339 acre tract bears, South 89 degrees 27 minutes 25 seconds West, 1,726.30 feet;

THENCE departing the north line of said 3.339 acre tract with the common southeasterly line of the remainder of said 112.637 acre tract and the northwest line of said save and except 64.459 tract, the following six (6) courses and distances:

1. North 29 degrees 04 minutes 23 seconds East, a distance of 22.69 feet to 5/8-inch iron rod with yellow cap stamped "CP&Y" set for corner (herein referred to as capped iron rod set);
2. North 29 degrees 59 minutes 24 seconds East, a distance of 146.31 feet to a capped iron rod set;
3. North 31 degrees 43 minutes 36 seconds East, a distance of 117.63 feet to a capped iron rod set;
4. North 31 degrees 04 minutes 39 seconds East, a distance of 205.25 feet to a capped iron rod set;
5. North 35 degrees 36 minutes 09 seconds East, a distance of 230.19 feet to a capped iron rod set;
6. North 32 degrees 29 minutes 25 seconds East, a distance of 30.05 feet to a capped iron rod set for an inner Ell corner of said save and except 64.459 acre tract, and an inner Ell corner of the remainder of said 112.637 acre tract;

THENCE North 53 degrees 36 minutes 53 seconds West, with the common north line of said save and except 64.459 acre tract and the north line of the remainder of said 112.637 acre tract, a distance of 32.03 feet to a 5/8-inch iron rod with yellow cap stamped "CP&Y" set for corner;

THENCE North 33 degrees 04 minutes 36 seconds East, departing the north line of the remainder of said 112.637 acre tract, over and across said save and except 64.459 acre tract, a distance of 132.99 feet to a 5/8-inch iron rod with yellow cap stamped "CP&Y" set for corner in the north line of said save and except 64.459 acre tract, same being the southwest line of a called 8.565 acre tract of land described in a Warranty Deed to Moore Street 7, LLC, as recorded as Instrument Number 2021-18410, O.P.R.G.C.T., from which a 5/8-inch iron rod (controlling monument) found for the southwest corner of said Moore Street 7, LLC tract bears, North 54 degrees 55 minutes 13 seconds West, 170.83 feet;

THENCE South 54 degrees 55 minutes 13 seconds East, with the common north line of said save and except 64.459 acre tract and the south line of said 8.565 acre tract, a distance of 59.38 feet to a 5/8-inch iron rod with yellow cap stamped "CP&Y" set for the northeast corner of said save and except 64.459 acre tract, the southeast corner of said 8.565 acre tract, near the southeast edge of pavement for South Moore Street (a generally recognized public road) (no apparent deed of record found), and being in the

EXHIBIT "A"
28,948 SQUARE FEET (0.6646 OF AN ACRE)
RIGHT-OF-WAY DEDICATION FOR MOORE STREET
ELIZABETH JONES SURVEY, ABSTRACT NO. 625

northwest line of a called 7.34 acre tract of land described in a Deed to Texas Power and Light Company, as recorded in Volume 248, Page 354 of the Deed Records of Grayson County, Texas (D.R.G.C.T.);

THENCE South 33 degrees 15 minutes 04 seconds West, with the southeast line of said save and except 64.459 acre tract, the northwest line of said 7.34 acre tract, and the northwest line of land described in a Special Warranty Deed to TXU (now known as Oncor Electric Delivery Company), as recorded in Volume 3173, Page 601, and Volume 3677, Page 600, D.R.G.C.T., a distance of 874.16 feet to a MAG Nail with washer stamped "CP&Y" set for the southeast corner of said save and except 64.459 acre tract, the northeast corner of said 3.339 acre tract, and being in the pavement of said South Moore Street;

THENCE South 89 degrees 27 minutes 25 seconds West, departing the northwest line of said Oncor tract, with the common south line of said save and except 64.459 acre tract and the north line of said 3.339 acre tract, a distance of 18.19 feet to the **POINT OF BEGINNING** of herein described tract, containing within the metes recited a total of 28,948 square feet (0.6646 of an acre) of land.

SURVEYOR NOTES:

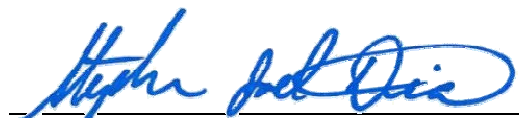
Basis of Bearings: Texas Coordinate System of 1983, North Central Zone No. 4202, North American Datum (NAD83), 2011 Adjustment, Epoch (2010.0). All distances and areas shown are surface and utilizing a combined scale factor of 1.00010712. Unit of measure is U.S. Survey Foot.

The surveyor did not abstract the subject tracts.

A parcel plat of even date was prepared in conjunction with this property description.

Surveyed on the ground October-December 2021, June 2022, and June 2023.

I, Stephen J. Dial, a Registered Professional Land Surveyor in the State of Texas, hereby certify that this description and the exhibit attached hereto were prepared from an actual survey of the property performed on the ground and that the same is true and correct.



Stephen J. Dial
Registered Professional Land Surveyor
Texas No. 6697
Date: May 10, 2024
STV, Inc.
110A Roundabout Drive
Midlothian, TX 76065
TBPELS Firm Registration No. 10194115



28,948 SQUARE FEET (0.6646 OF AN ACRE)
RIGHT-OF-WAY DEDICATION FOR MOORE STREET
ELIZABETH JONES SURVEY, ABSTRACT NO. 625

ELIZABETH JONES SURVEY,
ABSTRACT NO. 625

PAGE 3 OF 4

EXHIBIT "A"

28,948 SQUARE FEET (0.6646 OF AN ACRE)
RIGHT-OF-WAY DEDICATION FOR MOORE STREET
ELIZABETH JONES SURVEY, ABSTRACT NO. 625

- LEGEND**
- MONUMENT FOUND (SIZE AND DESCRIPTION AS NOTED)
 - 5/8" YCIRS "CP&Y" 5/8-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CP&Y" SET
 - X — EDGE OF PAVEMENT FENCE-LINE
 - (C)IRF (CAPPED) IRON ROD FOUND
 - C.M. CONTROLLING MONUMENT
 - VOL. VOLUME
 - PG. PAGE
 - INST. NO. INSTRUMENT NUMBER
 - O.P.R.G.C.T. OFFICIAL PUBLIC RECORDS OF GRAYSON COUNTY, TEXAS
 - D.R.G.C.T. DEED RECORDS OF GRAYSON COUNTY, TEXAS
 - P.R.G.C.T. PLAT RECORDS OF GRAYSON COUNTY, TEXAS

THOMAS BRAGG AND WIFE,
TAMRA BRAGG
(CALLED 2.96 ACRES)
INST. NO. 2010-11820
O.P.R.G.C.T.

CEDAR RIDGE DEVELOPMENT
(CALLED 112.637 ACRES
S&E 64.459 ACRES)
INST. NO. 2022-12936
O.P.R.G.C.T.

REMAINDER OF
DOGWOOD CREEK LAND HOLDINGS, LLC
(CALLED 112.637 ACRES)
NO. 2017-13280
O.P.R.G.C.T.

AS AFFECTED BY
INST. NO. 2022-12936
O.P.R.G.C.T.

CEDAR RIDGE DEVELOPMENT
(CALLED 112.637 ACRES
S&E 64.459 ACRES)
INST. NO. 2022-12936
O.P.R.G.C.T.

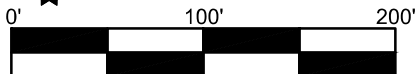
TEXAS POWER &
LIGHT COMPANY
(CALLED 7.34 ACRES)
VOL. 248, PG. 354
D.R.G.C.T.

ONCOR ELECTRIC DELIVERY COMPANY
VOL. 3173, PG. 601 D.R.G.C.T.
VOL. 3677, PG. 600 D.R.G.C.T.

MATCHLINE
(SEE PAGE 3 OF 4)



SCALE



SURVEYOR NOTES:

BEARINGS ARE BASED ON TRUE GEODETIC NORTH, OBTAINED WITH A GLOBAL POSITIONING SYSTEM, AND REFERENCED TO THE TEXAS COORDINATE SYSTEM OF 1983, NORTH CENTRAL ZONE (4202), NAD 83 COORDINATES. DISTANCES AND AREA SHOWN HEREON ARE SURFACE UTILIZING A COMBINED SCALE FACTOR OF 1.00010712.

THE SURVEYOR DID NOT ABSTRACT THE SUBJECT TRACTS.

A DESCRIPTION OF SAME SURVEY DATE HERewith ACCOMPANIES THIS DRAWING.

SURVEYED ON THE GROUND OCTOBER-DECEMBER 2021, JUNE 2022, AND JUNE 2023.



Stephen J. Dial
STEPHEN J. DIAL, RPLS NO. 6697

EXHIBIT "A"
29,540 SQUARE FEET (0.6782 OF AN ACRE)
RIGHT-OF-WAY DEDICATION FOR MOORE STREET
ELIZABETH JONES SURVEY, ABSTRACT NO. 625

BEING a 29,540 square foot (0.6782 of an acre) tract of land situated in the Elizabeth Jones Survey, Abstract No. 625, in the City of Sherman, Grayson County, Texas, and being a part of a called 10.839 acre tract of land described in a Warranty Deed to Cedar Ridge Development, as recorded as Instrument Number 2022-37076 of the Official Public Records of Grayson County, Texas (O.P.R.G.C.T.), and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8-inch iron rod with yellow cap stamped "CP&Y" set for the northeast corner of said 10.839 acre tract, being in the northwest right-of-way (R.O.W.) line of Binkley Boulevard (66-foot width R.O.W.) (now known as South Moore Street), according to the Plat of Randolph Heights Addition, an addition to the City of Sherman, Texas, recorded in Volume 203, Page 326, P.R.G.C.T., from which a 1/2-inch iron rod with cap stamped "4709" (controlling monument) found at the southeast corner of Lot 2, according to the Final Plat of Holly Moore Addition, an addition to the City of Sherman, Texas, recorded as Instrument Number 2020-7 of the Plat Records of Grayson County, Texas (P.R.G.C.T.), bears North 74 degrees 48 minutes 40 seconds East, 28.97 feet;

THENCE South 22 degrees 19 minutes 19 seconds West, with the common southeast line of said 10.839 acre tract, and the northwest R.O.W. line of said South Moore Street, a distance of 1,316.73 feet to a 5/8-inch iron rod with yellow cap stamped "CP&Y" set for the southeast corner of said 10.839 acre tract, same being the northeast corner of a called 8.565 acre tract of land described in a Warranty Deed to Moore Street 7, LLC, as recorded as Instrument Number 2021-18410, O.P.R.G.C.T.;

THENCE North 67 degrees 41 minutes 02 seconds West, departing the northwest R.O.W. line of said South Moore Street, with the common southwest line of said 10.839 acre tract, and the northeast line of said 8.565 acre tract, a distance of 20.00 feet to a 5/8-inch iron rod with yellow cap stamped "CP&Y" set for corner;

THENCE North 22 degrees 19 minutes 19 seconds East, departing said common line, over and across said 10.839 acre tract, a distance of 1,003.50 feet to a 5/8-inch iron rod with yellow cap stamped "CP&Y" set for corner at the beginning of a tangent curve to the left;

THENCE continuing over and across said 10.839 acre tract and with said tangent curve to the left, through a central angle of 13 degrees 38 minutes 22", a radius of 1,157.00 feet, a chord that bears North 15 degrees 30 minutes 08 seconds East, a distance of 274.78 feet, and an arc length of 275.43 feet to a 5/8-inch iron rod with yellow cap stamped "CP&Y" set for corner at the end of said curve, being in the south line of said Lot 2, from which a 1/2-inch iron rod (controlling monument) found at the southwest corner of said Lot 2 bears, South 74 degrees 48 minutes 40 seconds West, 86.65 feet;

THENCE North 74 degrees 48 minutes 40 seconds East, with the common north line of said 10.839 acre tract and the south line of said Lot 2, a distance of 66.34 feet to the **POINT OF BEGINNING** of herein described tract, containing within the metes recited a total of 29,540 square feet (0.6782 of an acre) of land.

EXHIBIT "A"
29,540 SQUARE FEET (0.6782 OF AN ACRE)
RIGHT-OF-WAY DEDICATION FOR MOORE STREET
ELIZABETH JONES SURVEY, ABSTRACT NO. 625

SURVEYOR NOTES:

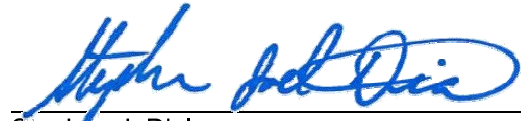
Basis of Bearings: Texas Coordinate System of 1983, North Central Zone No. 4202, North American Datum (NAD83), 2011 Adjustment, Epoch (2010.0). All distances and areas shown are surface and utilizing a combined scale factor of 1.00010712. Unit of measure is U.S. Survey Foot.

The surveyor did not abstract the subject tracts.

A parcel plat of even date was prepared in conjunction with this property description.

Surveyed on the ground October-December 2021, June 2022, and June 2023.

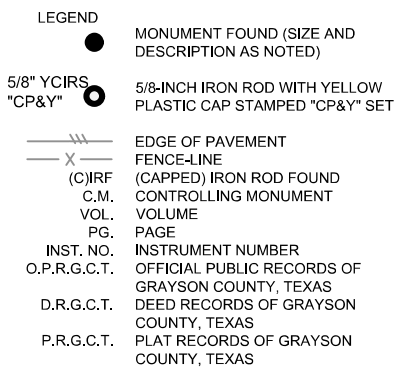
I, Stephen J. Dial, a Registered Professional Land Surveyor in the State of Texas, hereby certify that this description and the exhibit attached hereto were prepared from an actual survey of the property performed on the ground and that the same is true and correct.



Stephen J. Dial
Registered Professional Land Surveyor
Texas No. 6697
Date: May 10, 2024
STV, Inc.
110A Roundabout Drive
Midlothian, TX 76065
TBPELS Firm Registration No. 10194115



29,540 SQUARE FEET (0.6782 OF AN ACRE)
RIGHT-OF-WAY DEDICATION FOR MOORE STREET
ELIZABETH JONES SURVEY, ABSTRACT NO. 625



BEARINGS ARE BASED ON TRUE GEODETIC NORTH,
OBTAINED WITH A GLOBAL POSITIONING SYSTEM, AND
REFERENCED TO THE TEXAS COORDINATE SYSTEM OF 1983,
NORTH CENTRAL ZONE (4202), NAD 83 COORDINATES.
DISTANCES AND AREA SHOWN HEREON ARE SURFACE
UTILIZING A COMBINED SCALE FACTOR OF 1.00010712.

SURVEYED ON THE GROUND OCTOBER-DECEMBER 2021,
JUNE 2022, AND JUNE 2023.

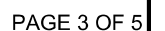


EXHIBIT "A"

29,540 SQUARE FEET (0.6782 OF AN ACRE)
RIGHT-OF-WAY DEDICATION FOR MOORE STREET
ELIZABETH JONES SURVEY, ABSTRACT NO. 625

MATCHLINE
(SEE PAGE 3 OF 5)

$\Delta = 13^{\circ}38'22''$
 $R = 1,157.00'$
 $CB = N15^{\circ}30'08''E$
 $CH = 274.78'$
 $L = 275.43'$

5/8" YCIRS
"CP&Y"

ELIZABETH JONES SURVEY,
ABSTRACT NO. 625

CEDAR RIDGE DEVELOPMENT
(CALLED 112.637 ACRES)
S&E 64.459 ACRES)
INST. NO. 2022-12936
O.P.R.G.C.T.

CEDAR RIDGE DEVELOPMENT
(CALLED 10.839 ACRES)
INST. NO. 2022-37076
O.P.R.G.C.T.

29,540 SQUARE FEET
(0.6782 OF AN ACRE)

SOUTH MOORE STREET
(CALLED 66 FOOT WIDE R.O.W.)
VOL. 203, PG. 326 P.R.G.C.T.

FORMERLY KNOWN AS
BINKLEY BOULEVARDE

RANDOLPH HEIGHTS
ADDITION
VOL. 203, PG. 326
P.R.G.C.T.

MATCHLINE
(SEE PAGE 5 OF 5)

LEGEND

- MONUMENT FOUND (SIZE AND DESCRIPTION AS NOTED)
- 5/8" YCIRS "CP&Y" 5/8-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CP&Y" SET
- X — EDGE OF PAVEMENT FENCE-LINE (C)IRF C.M. VOLUME PG. INST. NO. O.P.R.G.C.T. (CAPPED) IRON ROD FOUND CONTROLLING MONUMENT VOLUME PG. INST. NO. OFFICIAL PUBLIC RECORDS OF GRAYSON COUNTY, TEXAS
- D.R.G.C.T. DEED RECORDS OF GRAYSON COUNTY, TEXAS
- P.R.G.C.T. PLAT RECORDS OF GRAYSON COUNTY, TEXAS

SURVEYOR NOTES:

BEARINGS ARE BASED ON TRUE GEODETIC NORTH, OBTAINED WITH A GLOBAL POSITIONING SYSTEM, AND REFERENCED TO THE TEXAS COORDINATE SYSTEM OF 1983, NORTH CENTRAL ZONE (4202), NAD 83 COORDINATES. DISTANCES AND AREA SHOWN HEREON ARE SURFACE UTILIZING A COMBINED SCALE FACTOR OF 1.00010712.

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SURVEYED ON THE GROUND OCTOBER-DECEMBER 2021, JUNE 2022, AND JUNE 2023.



SCALE



110A Roundabout Drive
Midlothian, Texas 76065
TBPELS 10194115
214.638.0500

EXHIBIT "A"

29,540 SQUARE FEET (0.6782 OF AN ACRE)
RIGHT-OF-WAY DEDICATION FOR MOORE STREET
ELIZABETH JONES SURVEY, ABSTRACT NO. 625

MATCHLINE
(SEE PAGE 4 OF 5)

LEGEND	
●	MONUMENT FOUND (SIZE AND DESCRIPTION AS NOTED)
5/8" YCIRS "CP&Y"	5/8-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CP&Y" SET
---	EDGE OF PAVEMENT
X	FENCE-LINE
(C)IRF	(CAPPED) IRON ROD FOUND
C.M.	CONTROLLING MONUMENT
VOL.	VOLUME
PG.	PAGE
INST. NO.	INSTRUMENT NUMBER
O.P.R.G.C.T.	OFFICIAL PUBLIC RECORDS OF GRAYSON COUNTY, TEXAS
D.R.G.C.T.	DEED RECORDS OF GRAYSON COUNTY, TEXAS
P.R.G.C.T.	PLAT RECORDS OF GRAYSON COUNTY, TEXAS

CEDAR RIDGE DEVELOPMENT
(CALLED 112.637 ACRES
S&E 64.459 ACRES)
INST. NO. 2022-12936
O.P.R.G.C.T.

CEDAR RIDGE DEVELOPMENT
(CALLED 10.839 ACRES)
INST. NO. 2022-37076
O.P.R.G.C.T.

29,540 SQUARE FEET
(0.6782 OF AN ACRE)

ELIZABETH JONES SURVEY,
ABSTRACT NO. 625

5/8" YCIRS
"CP&Y"

(DEED N67°30'12"W)
N67°41'02"W
20.00'

5/8" YCIRS
"CP&Y"

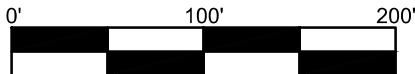
MOORE STREET 7, LLC
(CALLED 8.565 ACRES)
INST. NO. 2021-18410
O.P.R.G.C.T.

N22°19'19"E 1,003.50'
SOUTH MOORE STREET
(CALLED 66 FOOT WIDE R.O.W.)
VOL. 203, PG. 326 P.R.G.C.T.
FORMERLY KNOWN AS
BINKLEY BOULEVARDE

RANDOLPH HEIGHTS
ADDITION
VOL. 203, PG. 326
P.R.G.C.T.



SCALE



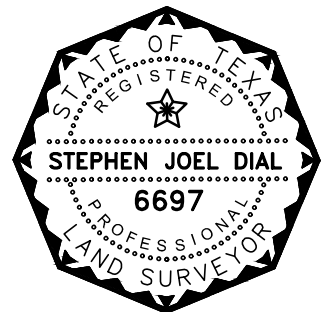
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110A Roundabout Drive
Midlothian, Texas 76065
TBPELS 10194115
214.638.0500

Stephen Joel Dial
STEPHEN J. DIAL, RPLS NO. 6697

Memorandum of Agreement

The **City of Sherman** ("CITY") and **Cedar Ridge Development, an unincorporated proprietorship** (collectively the "Owner") have reached a mutual agreement pertaining to CITY's request for a **Right of Way dedication** over and across Owner's property as described in the attached documents (the "Property"), in association with CITY's **Moore Street-Park Street to Center Street**.

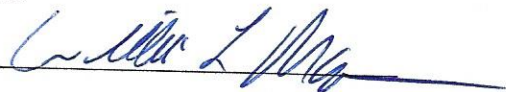
The general terms of the AGREEMENT are as follows:

- The Owner shall convey a **Right of Way dedication** across the Property to CITY consisting of more or less 0.66460 acres (28,948 sq. ft) and 0.6782 acres (29,540 sq. ft) of land more specifically described in Exhibit "A" of said dedication document. The dedication will be acquired by CITY for a total purchase price of **One hundred forty-six thousand, two hundred twenty dollars and no/100. (\$146,220.00)**.
- The Owner agrees to execute CITY's dedication document attached hereto.
- CITY shall close and fund the purchase of the dedication rights within a reasonable time period upon (i) the complete execution of the AGREEMENT and (ii) the effectuation of any subordinations or releases as required.

AGREED AND ACCEPTED:

"OWNER"

By:



Name: William L. Magers

Date: June 20, 2025

"City of Sherman"

By: _____

Name: _____

Date: _____, 2025



City Council Regular Meeting

Agenda Item No. H.4.

Meeting Date: 7/7/2025

Prepared By: Wayne Lee, Director of Engineering

Approved By: Zachary Flores, Acting City Manager

Caption:

*** RESOLUTION NO. 7543**

Authorizing Execution of a Professional Services Agreement with GEOTEX Engineering, LLC for Geotechnical Engineering and Construction Materials Testing

Issue:

To consider execution of a Professional Services Agreement with GEOTEX Engineering, LLC for Geotechnical Engineering and Construction Materials Testing contract.

Background:

The Engineering Department utilizes a Professional Services Agreement contract for Geotechnical Engineering and Construction Material Testing for City CIP projects and private development projects. This agreement is with GEOTEX Engineering, LLC, with a not to exceed amount of \$1,500,000 expected to be used over a 12 month period.

When this project is utilized for private development projects, most of the costs are recovered as part of the developer's fees charged for Engineering Review, Inspection, and Construction Testing.

Capital Improvement Program:

Origination:

Engineering Department

Financial Consideration:

This will be funded on a project by project basis out of the Engineering Department's Professional Services budget and CIP project budgets.

Staff Recommendation:

It is recommended that the Professional Services Agreement with GEOTEX Engineering, LLC for Geotechnical Engineering and Construction Materials Testing contract be approved.

Alternatives:

As may be directed by the City Council.

Attachments:

1. Resolution No. 7543
2. Signed PSA

RESOLUTION NO. 7543

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH GEOTEX ENGINEERING, LLC FOR GEOTECHNICAL ENGINEERING AND CONSTRUCTION MATERIALS TESTING; 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 GEOTEX Engineering, LLC for Geotechnical Engineering and Construction Materials Testing, 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 7th day of July 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: _____
NAME: _____
CITY ATTORNEY**

AGREEMENT
BETWEEN
THE CITY OF SHERMAN, TEXAS AND
Geotex Engineering, LLC
FOR
PROFESSIONAL SERVICES

Made as of the _____ day of _____, 2025:

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

and Consultant: **Geotex Engineering, LLC**
 4702 South Texoma Parkway
 Denison, TX 75020
 Telephone: (903) 465-0333

for the following Services: **Geotechnical Engineering & Construction Materials Testing Project**

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Sherman, Texas, a home-rule municipality ("City"), and Geotex Engineering, LLC, 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 services for the **Geotechnical Engineering & Construction Materials Testing** Project ("Project"); and

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

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

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

ARTICLE 1 CONSULTANT'S SERVICES

- 1.1 **Employment of Consultant** – City hereby agrees to retain Consultant to perform the Services in connection with the Project. Consultant agrees to perform the Services in accordance with the terms and conditions of this Agreement. Consultant further agrees that if any employee of Consultant who is performing the day-to-day Services under this Agreement for the Project is separated, for any reason, from employment with Consultant, Consultant shall provide City with written notice thereof at least five (5) business days' prior to said separation unless circumstances reasonably warrant a shorter notice period, which shall not exceed two (2) business days following the separation.
- 1.2 **Scope of Services** – The parties agree that Consultant shall perform the Services as are set forth and described in **Exhibit A**, attached hereto and incorporated herein by reference for all purposes ("**Scope of Services**"). The parties understand and agree that deviations or modifications to the Scope of Services described in **Exhibit A**, in the form of a written amendment to this Agreement, may be authorized from time to time by City ("**Amendment**").
- 1.2.1 **Requirement of Written Amendment** – "Extra" work, "claims" invoiced as "extra" work or "claims" which have not been issued as a duly executed, written Amendment by the Sherman Director of Engineering or designee will not be authorized for payment and/or shall not become part of this Agreement. A duly executed, written Amendment requiring additional funding of \$50,000 or more of the original contract amount shall be preceded by the Sherman City Council's authorization for the Sherman City Manager to execute said Amendment.
- 1.2.2 **CONSULTANT SHALL NOT PERFORM ANY "EXTRA" WORK AND/OR ADDITIONAL SERVICES WITHOUT A DULY EXECUTED, WRITTEN AMENDMENT ISSUED BY THE CITY.**
- 1.3 **Schedule of Work** – Consultant agrees to commence work immediately on the execution of this Agreement, and to proceed diligently with said work to completion as described in the Scope of Services, attached hereto as **Exhibit A** 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 Services, 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 hourly, time, and material basis for a not to exceed amount of **One Million Five Hundred Thousand Dollars (\$1,500,000.00)**; and
 - (c) paid in accordance with this Article 3 and the Project Budget and Rate Schedule Summary as set forth in **Exhibit B**.
- 3.1.1 **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.
- 3.1.2 **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 this Agreement on a cost not to exceed sum or hourly basis in accordance with this paragraph ("Additional Services") and a mutually agreed estimate of man-hours and expenses. These services may include, but are not limited to:
- 3.3.1 Additional meetings, hearings, work-sessions or other similar presentations which are not provided for or contemplated in the Scope of Services described in **Exhibit A**.
 - 3.3.2 Additional drafts and revisions to the Project which are not provided for or contemplated in the Scope of Services as described in **Exhibit A**.
 - 3.3.3 Additional copies of final reports and construction plans which are not provided for or contemplated in the Scope of Services as described in **Exhibit A**.
 - 3.3.4 Photography, professional massing models which are not provided for or contemplated in the Scope of Services as described in **Exhibit A**.

- 3.3.5 Compensation for Additional Services authorized by City shall be in addition to Consultant's Fee and shall be based on direct billable labor rates and expenses.
- 3.3.6 Compensation for Additional Services authorized by City shall be in addition to Consultant's Fee and shall be based on an hourly basis according to the following personnel rates in **Exhibit B**. The rates set forth in **Exhibit B** are subject to reasonable change provided prior written notice of said change is given to and approved by City.
- 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:

Wayne E. Lee, P.E., CFM
Director of Engineering
City of Sherman
317 S. Travis St.
Sherman, TX 75090
Telephone: (903) 892-7327
Email: waynel@cityofsherman.com

With a copy to:

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

If to Consultant, addressed to:

Amy Brothers, P.E.
President
Geotex Engineering, LLC
4702 South Texoma Parkway
Denison, TX 75020
Telephone: (903) 465-0333
Email: abrothers@geotex-engineering.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 Budget and Rate Schedule.

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.

12.1.7 **Exhibit G**, Rate Schedule

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

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

12.3 **Attorney’s Fees** – If either party files any action or brings any proceeding against the other arising from this Agreement, then as between City and Consultant, the prevailing party shall be entitled to recover as an element of its costs of suit, and not as damages, reasonable and necessary attorneys’ fees and litigation expenses both at trial and on appeal, subject to the limitations set forth in TEX. LOC. GOV’T CODE § 271.153, as it exists or may be amended, if applicable.

- 12.4 **Successors and Assigns** – City and Consultant, and their respective partners, assigns, successors, subcontractors, executors, officers, agents, employees, representatives and administrators are hereby bound to the terms and conditions of this Agreement.
- 12.5 **Savings/Severability** – In the event of a term, condition, or provision of this Agreement is determined to be invalid, illegal, void, unenforceable, or unlawful by a court of competent jurisdiction, then that term, condition, or provision, shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been contained in this Agreement.
- 12.6 **Governing Law/Venue** – This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflict of law principles. The exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Grayson County, Texas.
- 12.7 **Execution/Consideration** – This Agreement is executed by the parties hereto without coercion or duress for any substantial consideration, the sufficiency of which is forever confessed.
- 12.8 **Authority** – The individuals executing this Agreement on behalf of the respective parties below represent to each other that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the other party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.
- 12.9 **Waiver** – Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance.
- 12.10 **Headings** – The headings of the various sections of this Agreement are included solely for convenience of reference and are not to be full or accurate descriptions of the content thereof.
- 12.11 **Multiple Counterparts** – This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail and/or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.

- 12.12 **Immunity** – It is expressly understood and agreed that, in the execution and performance of this Agreement, City has not waived, nor shall be deemed to have waived, any immunity, governmental, sovereign and/or official, or defense that is available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth in this Agreement.
- 12.13 **Incorporation of Recitals** – The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct and are incorporated into the body of this Agreement and adopted as findings of City and the authorized representative of Consultant.
- 12.14 **Additional Representations** – Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had the opportunity to confer with its counsel.
- 12.15 **Miscellaneous Drafting Provisions** – This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply.
- 12.16 **No Third-Party Beneficiaries** – Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third party beneficiaries by entering into this Agreement.
- 12.17 **Indemnity** – The parties agree that the Indemnity provision set forth in Article 10 of this Agreement is conspicuous and the parties have read and understood the same.
- 12.18 **Representations** – All representations and covenants made by one party to the other in this Agreement or in any certificate or other instrument delivered by one party to the other under this Agreement shall be considered to have been relied upon by the other party and will survive the satisfaction of any fees under this Agreement, regardless of any investigation made by either party.
- 12.19 **Independent Contractor** – In performing this Agreement, Consultant shall act as an independent contractor with respect to City. In no event shall this Agreement be construed as establishing a partnership, joint venture or similar relationship between the parties and nothing herein shall authorize either party to act as agent for the other. Consultant shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes and benefits with respect to all of Consultant's officers, directors, partners, employees and representatives, who shall not be considered City employees and shall not be eligible for any employee benefit plan offered by City.

- 12.20 **Debarment/Suspension** – City is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension. City, Consultant and Consultant's subcontractors shall comply with federal and state regulations regarding debarment and suspension. Consultant shall include a statement of compliance with federal and state debarment and suspension regulations in all third-party agreements for work on the Project.
- 12.21 **Restrictions on Lobbying** – City and Consultant are prohibited from using funds awarded under the Agreement for lobbying purposes. Consultant shall include a statement of compliance with this provision in applicable procurement solicitations and third-Party agreements for work on the Project.
- 12.22 **Appropriation of Funds** – Funds are not presently budgeted for City's performance under this Agreement beyond the end of City's current fiscal year. City will give Consultant sixty (60) days' notice if funds for City's performance are not budgeted to continue beyond that time. City shall have no liability for payment of any money for services performed after the end of City's current fiscal year unless and until such funds are budgeted.
- 12.23 **Certifications Required by Texas Law** – In accordance with Chapter 2270 of the Texas Government Code (to the extent applicable), Consultant hereby certifies that Consultant does not boycott Israel and will not boycott Israel during the term of any contract with City, including during the term of this Agreement. In accordance with Chapter 809 of the Texas Government Code (to the extent applicable), Consultant hereby certifies that Consultant does not boycott energy companies and will not boycott energy companies during the term of any contract with City, including during the term of this Agreement. In accordance with Chapter 2274 of the Texas Government Code (to the extent applicable), Consultant hereby certifies that Consultant does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of any contract with City, including during the term of this Agreement. The foregoing terms have the meanings ascribed to them in the referenced statutes if defined therein.
- 12.24 **Reference to Consultant** – When referring to "Consultant," this Agreement shall refer to and be binding upon Consultant, and its officers, directors, partners, employees, representatives, contractors, subcontractors, licensees, invitees, agents, successors, assignees (as authorized herein), vendors, grantees, trustees, legal representatives and/or any other third parties for whom Consultant is legally responsible.

12.25 **Reference to City** – When referring to “City,” this Agreement shall refer to and be binding upon City, its Council members, officers, agents, representatives, employees and/or any other authorized third parties for whom City is legally responsible.

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

CITY:

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

CONSULTANT:

Geotex Engineering, LLC
a Texas Corporation

By: _____
Dr. Zachary Flores, City Manager

By: Amy Brothers
Amy Brothers
President

APPROVED AS TO FORM:

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

STATE OF TEXAS §
 §
COUNTY OF Denton §

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED **AMY BROTHERS**, KNOWN TO ME TO BE ONE OF THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT; HE ACKNOWLEDGED TO ME THAT HE IS THE PRESIDENT AND DULY AUTHORIZED REPRESENTATIVE FOR **GEOTEX ENGINEERING, LLC**, AND THAT HE EXECUTED SAID INSTRUMENT FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 26th DAY OF June 2025.

Tammy Renea Low
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
My commission expires: 4-7-2027

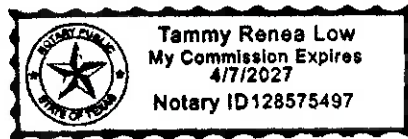


EXHIBIT A SCOPE OF SERVICES

I. PROJECT DESCRIPTION

The City of Sherman desires to retain an outside Consultant to assist the City in providing Geotechnical Engineering and Construction Material Testing. The scope of services and testing tasks are but not limited to the following:

- Geotechnical Engineering:
 - Laboratory testing of soils
 - Drilling, sampling and field testing
 - Pavement and subgrade design
- Construction Material Testing:
 - Concrete testing
 - Masonry testing
 - Aggregate testing
 - Soils testing
 - Asphalt testing
 - Structural steel inspections
 - Weld inspections

II. ITEMS NOT INCLUDED IN THE EXISTING SCOPE OF SERVICES

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

1.

EXHIBIT B

PROJECT BUDGET AND RATE SCHEDULE

Compensation will be billed based on the below fee schedule. A not to exceed budget of **One Million Five Hundred Thousand Dollars (\$1,500,000.00)** is established for an estimated twelve (12) month period and may be renewed or extended at the mutual agreement of the City and Consultant.



CONSTRUCTION MATERIALS TESTING SERVICES
SUMMARY OF FEES
 Effective January 2025
 4702 South. Texoma Parkway, Denison, Texas 75020
 Phone: 903.465.0333

CONCRETE TESTING	REFERENCE STANDARD	STANDARD FEE
Alkali-Silica Reactivity of Cementitious Materials and Aggregates	ASTM C1567/ ASTM C1260	\$1,575
Flowable Fill, per cylinder	ASTM D5971 / ASTM D4832	\$75
Compression Tests, per cylinder (4 x 8 inch)	ASTM C31/C39 / AASHTO T22/23	\$25
Compression Tests, per cylinder (6 x 12 inch)	ASTM C31/C39 / AASHTO T22/23	\$35
Compression Tests, per cylinder	ASTM C31/C39 / AASHTO T22/23	\$25
Compression Tests/Contractor Made, per cylinder (4 x 8 inch / 6 x 12 inch)	ASTM C39 / AASHTO T22	\$30 /\$40
Slump of Hydraulic-Cement Concrete (additional test if requested)	ASTM C143	\$20
Concrete Air Entrainment and Unit Weight (additional test if requested)	ASTM C138	\$25
Temperature of Freshly Mixed Hydraulic Cement Concrete (additional test if requested)	ASTM C1064	\$5
Concrete Coring		
Mobilization Fee (may be subject to additional mileage fee)		\$375
Cores - 4-in diam or less, 8" deep or less, (additional \$13.50 per inch for depths greater than 8")		\$75
Measuring Thickness of Concrete	ASTM C174	\$25
Core Hole Patching		\$75
Trimming, Length, Unit Weight, Compression, each	ASTM C174	\$75
Structural Coring		call for quote
Concrete Mix Designs		
Professional Engineer Approved Mix Design with Seal, per design		\$350
Full Design, with trial batches, per design		call for quote
Concrete Plant Certifications	ASTM C94	call for quote
Truck Certificate	DOT	call for quote
Concrete Quality Control Programs		call for quote
Expansion of Portland-Cement Mortars Exposed to Sulfates,	ASTM C452	\$550
Flexural Tests (Beams), per beam,	ASTM C78/293 / AASHTO T97/177	\$45
Floor Flatness and Floor Levelness (6 hour min., per hour)		\$200
Hilti Ferro scan Reinforcing Steel Locations (4 hour min., per hour)		\$135
Maturity Meters, cost per probe		\$65
Field Personnel		
Reinforcement Placement Observation, Concrete Testing and Soil Testing, per hour		\$65
Pier Observation, Logging and Concrete Testing, per hour		\$75
Auger Cast In Place Observation, per hour		\$85
Post Tension Placement and Stressing Observations, per hour		\$75
Pavement Coring, per hour		\$65
Relative Humidity Determinations		\$60
Engineer Bearing Observation for Pier Observation, per hour (Staff / Senior)		\$200

DRILLING & SAMPLING	REFERENCE STANDARD	STANDARD FEE
Mobilization / Demobilization, per mile (min. \$400)		\$5.50
Support Vehicle, per day, per rig		\$150
Soil Drilling, Continuous 0-25', per foot		\$22.50
Backfill with bentonite chips/pellets, per foot		\$15
Backfill with grout, per foot		\$16

MASONRY TESTING	REFERENCE STANDARD	STANDARD FEE
Compression Strength of Grout, 3" x 3" prisms, per prism	ASTM C1019/C495	\$45
Compression Strength of Mortar/Grout Cubes, per cube		\$30
Field Personnel - ICC Masonry Inspector, per hour		\$95

AGGREGATES	REFERENCE STANDARD	STANDARD FEE
Acid Insolubility	TEX 612J	\$200
Clay Lumps and Friable Particles	ASTM 142	\$95
LA Abrasion	ASTM C131 / AASHTO T 96	\$250
Organic Impurities	ASTM C40	\$75
Sand Equivalent	ASTM C2419 / AASHTO T 104	\$75
Sieve Analysis		
Sieve Analysis for Coarse or Fine Aggregate, without Wash	ASTM C136	\$125
Sieve Analysis for Coarse or Fine Aggregate, with Wash	ASTM C136 & C117	\$145
Decant	ASTM C117	\$45
Magnesium Sulfate Soundness	ASTM C88 / AASHTO T 104	\$370
Specific Gravity and Absorption	ASTM C127/C128 / AASHTO T84/T85	\$105
Unit Weight	ASTM C29 / AASHTO T 19	\$55
Flex Base Sieve Analysis (Item 247)	TEX-110E	\$265
Wet Ball Mill	TEX 116E	\$270
Vibratory Proctor	ASTM D4253	\$475
Lab Technician for Additional Prep Time, per hour		\$90

SOILS TESTING	REFERENCE STANDARD	STANDARD FEE
Atterberg Limits	ASTM D4318, method A & B	\$95
Atterberg Limits,	Tex-104, 105, & 106-E	\$110
Bar Linear Shrinkage, each	TEX-107-E	\$95
Crumb Test	ASTM D6572	\$40
Unconfined Compressive Strength (soil), each	ASTM D2166	\$60
Dynamic Cone Penetrometer (In-situ CBR), per test		\$85
Additional Extension, per test		\$75
Lime & Cement Depth Check		\$20
Field Gradation (Stabilized Soils)		\$20
Hydrometer Analysis with Distribution Curve,	ASTM D422	\$160
In-place Moisture Density Test, (min. 3 tests/site visit)	ASTM D6938	\$20
Optional daily gauge fee, upon request	AASHTO T 310	call for quote
Moisture Injection Observation, per hour		\$135
Equipment Fee for Moisture Injection (hand sampling)		\$400
Lime Series, Plasticity Index Method		\$500
Lime Series, pH Method	ASTM D6276	\$525
Lime Series Letter, per hour		\$250
Moisture Content		\$15
Organic Content, each	ASTM D2974	\$45
Overburden Swell, each		\$100
Percent Material Passing No. 200 Sieve, each	ASTM D1140 / AASHTO T 11	\$55
Permeability Test, Flexible-Wall Test, <2.87-inch Diameter,	ASTM D5084	\$550
Processing Fee (Soil Aggregate)	TEX-101-E	\$95
Proctor Test		
Moisture Density Relationships, method A & B/method C	ASTM D698 / AASHTO T 99	\$200 / \$225
Moisture Density Relationships, Treated Proctor method A & B/method C	ASTM D698 / AASHTO T 99	\$300
Moisture Density Relationships, method A & B/method C	ASTM D1557 / AASHTO T 180	\$250 / \$275
Moisture Density Relationships	TEX-113-E	\$375
Moisture Density Relationships,	TEX-114-E	\$250
Oversized Correction Factor	ASTM D4718 / AASHTO T 2224	\$100



CONSTRUCTION MATERIALS TESTING SERVICES

SUMMARY OF FEES

Effective January 2025
4702 South. Texoma Parkway, Denison, Texas 75020
Phone: 903.465.0333

SOILS TESTING	REFERENCE STANDARD	STANDARD FEE
Resistivity	ASTM G187	\$95
Resistivity	TEX 129-E	\$260
Soil/Cement Series or Soil/Lime Strength Series	ASTM D1633	\$1,800
Standard Test for pH of Soil	ASTM D4972 / AASHTO T289	\$75
	TEX-128-E	
Sulfate Content in Soils, Colorimetric Method	TEX-145-E	\$105

ASPHALT TESTING	REFERENCE STANDARD	STANDARD FEE
Asphalt Coring		
Mobilization Fee (Coring)		\$375
Asphalt Cores, 6" or less (additional \$13.50 per inch for depths greater than 6")		\$75
Disposal Fee, each		\$30
Asphalt Content by Ignition Method,	ASTM D6307 / AASHTO T 308	\$150
	TEX-236-F	
Sieve Analysis of Extracted Aggregate,	ASTM D5444 / AASHTO T 30	\$120
	TEX-200-F	
Density Testing		
Molding of Lab Density Specimens (Superpave), per 2 samples	ASTM D6925 / AASHTO T-312	\$80
	TEX-241-F	
Molding of Lab Density Specimens (Texas Gyrotory), per 3 samples	ASTM D4013 / TEX-206-F	\$90
Determining Density of Compacted Specimens	ASTM D2726 / AASHTO T-312	\$45
	TEX-207-F	
Determining Density of Asphalt Cores	ASTM D2950 / AASHTO T-166	\$45
	TEX-207-F	
Disposal Fee, each		\$30
Maximum Theoretical Specific Gravity (Rice Value)	ASTM D2041 / AASHTO T 209	\$100
	TEX-227-F	
PQ 301 Non-Nuclear Asphalt Density Gauge/Nuclear Density Gauge, equipment Fee - daily rate		\$125
Field Personnel - Certified Roadway Specialist, per hour		\$85

STRUCTURAL STEEL	REFERENCE STANDARD	STANDARD FEE
Visual Observation (5 hour minimum), per hour		\$90
Ultrasonic Inspection (5 hour minimum), per hour		\$100
Material Charge (U.I.)		\$50
Fireproofing Inspection (5 hour minimum), per hour		\$100
Density Testing, per test		\$35
Adhesion Bond Test, per test		\$45
Structural Wood Observation, per hour		\$80
Specialized Testing		call for quote
Vehicle Transportation Fees		
Under 100 miles, per trip		\$75
Over 100 miles, per trip		\$150



CONSTRUCTION MATERIALS TESTING SERVICES

SUMMARY OF FEES

Effective January 2025

4702 South. Texoma Parkway, Denison, Texas 75020

Phone: 903.465.0333

PERSONNEL FEES*	STANDARD FEE
Principal	\$325
Senior CMET Engineer (P.E.)	\$250
Senior Project Manager (P.E. / P.G.)	\$210
Staff CMET Project Manager	\$175
Storm Shelter Visual Observation / Quality Control Inspector	\$135
CMET Engineering Intern (E.I.T.) / Geologist (G.I.T.)	\$135
Administrative	\$90

*Personnel fees are listed per hour

MISCELLANEOUS FEES	STANDARD FEE
New Project Set Up	\$250
Project Coordination/Report Preparation	10% of invoice
Project Management	10% of invoice
Project Engineer	2.5% of invoice
Vehicle Transportation Fees	
Within 30 miles	\$50
Over 30 miles (additional rate per mile, round trip)	\$0.65
Per Diem (Lodging and Food), per day (may vary with location)	\$150
Engineer Stamped Letter (please notify Geotex at beginning of project if required), per hour	\$250
79G Letters, less than 25 pads	\$500
Between 25 to 50 pads	\$750
Between 50 to 100 pads	\$1,000
Between 100-200 pads	\$1,250
Over 200 pads	call for quote

ADDITIONAL LOCATIONS	
Corporate - 106 1/2 W. Hughes Street, Collinsville, TX 76233	903.420.0014
Denison - 4702 South. Texoma Parkway, Denison, Texas 75020	903.465.0333
Denton - 1101 Shady Oaks Drive, Denton, TX 76205	940.735.3733
DFW - 14805 Trinity Blvd., Fort Worth, Texas 76155	817.529.8464

1.) Fees listed are for informational use only and are subject to change. Please call for comprehensive list of services and budget estimates.

2.) Fees listed above are per unit/hour, unless otherwise noted.

3.) All hourly rates quoted:

- Are portal to portal
- Apply to standard work days, Monday through Friday 7:00 am to 6:00 pm.
- Overtime rate of 1.5 times the quoted rate will be applied outside of the standard work hours, over 8 hours a day and on Saturday.
- Sundays and Holidays will be billed at 2 times the quoted rates.

4.) All services and personnel fees are subject to a minimum fee of four hours per trip for all scheduled inspections, site visits, and cancellations (on-site or in route) unless noted otherwise.

5.) There will be a 50% Surcharge to the standard testing fees on all testing performed on Rush Orders. The rush order surcharge will be applied to all tests which require weekend work.

6.) Same-day call-ins to be billed at 1.5 times the hourly rate of the available personnel, up to and including the project manager's rate.

7.) Estimates are valid for 60 days.

8.) If NICET or ICC inspectors are required, additional fees will apply.

9.) Fees are subject to increases upon the calendar year or one year from the date the contract is signed.

10.) Additional tests requested will be charged at (Slump-\$20), (Entrained Air and Unit Weight-\$25), (Temperature-\$5).

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

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

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

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

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

II. **GUIDELINES FOR DIRECT EXPENSES**.

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

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

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

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

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

III. GUIDELINES FOR GENERAL AND ADMINISTRATIVE MARKUP.

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

IV. GUIDELINES FOR TRAVEL AND SUBSISTENCE EXPENSES.

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

EXHIBIT E
CONTRACTOR'S INSURANCE GUIDELINES

I. GENERAL INSURANCE REQUIREMENTS –

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

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

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

IV. INSURANCE CHECKLIST – "X" means that the following coverage(s) is required for this Agreement.

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

EXHIBIT E
CONTRACTOR'S INSURANCE GUIDELINES

-
- | | | | |
|---------------|-----|---|--|
| <u> X </u> | 4. | Professional Liability | <ul style="list-style-type: none">▪ Minimum \$1,000,000.00 each claim;▪ Minimum \$2,000,000.00 in the aggregate |
| <u> X </u> | 5. | Umbrella Coverage of Excess Liability Coverage | <ul style="list-style-type: none">▪ An amount of \$2,000,000.00▪ Minimum \$2,000,000.00 in the aggregate |
| <u> X </u> | 6. | City and its officers, agents, representatives and employees named as additional insured on General Liability Policy, as provided above. This coverage is primary to all other coverage City may possess. | |
| <u> X </u> | 7. | General Liability Insurance provides for a Waiver of Subrogation against the City for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. All insurance policies that are required to name the City as an additional insured must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance. | |
| <u> X </u> | 8. | Thirty (30) days' notice of cancellation, non-renewal, or material change required. The words "endeavor to" and "but failure" (to end of sentence) are to be eliminated from the Notice of Cancellation provision on standard ACORD certificates. | |
| <u> X </u> | 9. | Insurance company has a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s). | |
| <u> X </u> | 10. | The Certificate of Insurance must state the project title and bid number. | |
| <u> </u> | 11. | Other Insurance Requirements (State Below): | |

EXHIBIT F
CONFLICT OF INTEREST QUESTIONNAIRE, FORM CIQ

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.	OFFICE USE ONLY 	
1 Name of vendor who has a business relationship with local governmental entity. NA	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 <i>Amy Brothers</i> _____ Signature of vendor doing business with the governmental entity 6/25/2025 _____ Date		



City Council Regular Meeting

Agenda Item No. H.5.

Meeting Date: 7/7/2025

Prepared By: Amber Doan, Engineering Coordinator

Approved By: Zachary Flores, Acting City Manager

Caption:

***Resolution No. 7544**

Authorizing the Execution of an Encroachment Agreement with Garland Sunset, LLC for the Encroachment of an Existing Building within the proposed 10-foot Utility Easement and 15-foot Utility, Landscape, and Sidewalk Easement to be dedicated in the Final Plat of West Houston Addition, to be Filed in the Plat Records, Grayson County, Texas.

Issue:

To consider executing an encroachment agreement relating to a 10-foot Utility Easement and 15-foot Utility, Landscape, and Utility Easement to be dedicated in the final plat of West Houston Addition

Background:

The Preliminary Plat of West Houston Addition was Conditionally Approved by City staff on March 12, 2025. Upon review of the preliminary plat, it was discovered that the existing building would lie within the 10-foot Utility Easement and 15-foot Utility, Landscape, and Sidewalk Easement that is required to be dedicated via final plat. The encroachment agreement is a requirement to continue the platting process of the subject property.

Capital Improvement Program:

N/A

Origination:

Garland Sunset, LLC, property owner

Financial Consideration:

None

Staff Recommendation:

City staff has no objection to the proposed encroachment, and upon receiving approval from franchise utilities, it is recommended that the Encroachment Agreement be executed.

Alternatives:

As may be directed by City Council.

Attachments:

1. Resolution No. 7544
2. Partially Signed Encroach Agmt_06102025
3. Encroachment Request
4. Location Map

RESOLUTION NO. 7544

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN ENCROACHMENT AGREEMENT TO GARLAND SUNSET, LLC FOR THE ENCROACHMENT OF AN EXISTING BUILDING WITHIN A PROPOSED 10-FOOT UTILITY EASEMENT AND A PROPOSED 15-FOOT UTILITY, LANDSCAPE, AND SIDEWALK EASEMENT, TO BE ESTABLISHED IN THE FINAL PLAT OF WEST HOUSTON ADDITION, GRAYSON COUNTY, TEXAS, IN THE CITY OF SHERMAN; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute an encroachment agreement for the encroachment for an existing building within a proposed 10-foot Utility Easement and a 15-foot Utility, Landscape, and Sidewalk Easement, to be established in the Final Plat of West Houston Addition, Grayson County, Texas, in the City of Sherman, as shown on the Exhibit "A" attached hereto and incorporated herein for all purposes.

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TX on this the 7th day of July 2025.

CITY OF SHERMAN, TEXAS

**BY: _____
SHAWN TEAMANN, MAYOR**

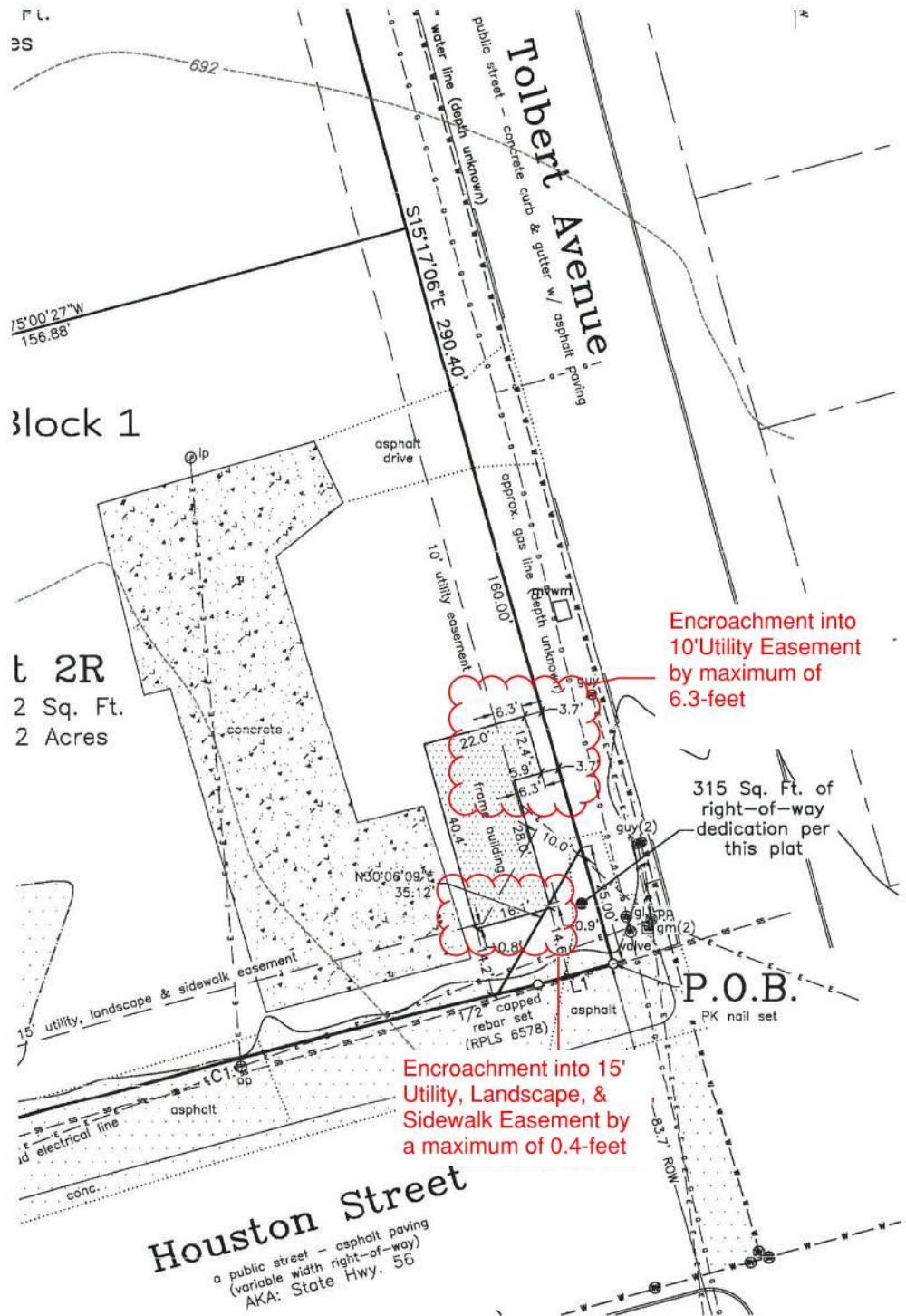
ATTEST:

BY: _____
LEAH ROBERTS,
EXEC. 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

EXHIBIT "A"



NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS' LICENSE NUMBER.

After Recording Return to:
City of Sherman
Office of the City Attorney
P. O. Box 1106
Sherman, TX 75091-1106

ENCROACHMENT AND LICENSE AGREEMENT

THIS ENCROACHMENT AND LICENSE AGREEMENT ("Agreement") is made and entered into by and between the CITY OF SHERMAN, TEXAS, a home-rule municipality ("City"), and Garland Sunset, LLC ("Licensee"). City and Licensee are sometimes referred to collectively as the "parties" or individually as a "party."

WHEREAS, City and any Franchise Utility Company (each a "Franchisee") have existing rights in certain real property by virtue of that certain Plat of the West Houston Addition ("Plat"), approved by the Sherman City Staff on March 12, 2025, to be filed in the Plat Records, Grayson County, Texas. The Plat, which more particularly describes and depicts a 10-foot Utility Easement and 15-foot Utility, Landscape, and Sidewalk Easement ("Property"), is incorporated herein by reference for all purposes; and

WHEREAS, Licensee desires to operate, repair and maintain an existing building ("Encroaching Facility"), as more particularly described and depicted in Exhibit A, attached hereto and incorporated herein by reference for all purposes, by a maximum of 6.3-feet into the boundaries of the Property; and

WHEREAS, in exchange for the consideration set forth below, City has agreed to grant a license to permit the encroachment of the Encroaching Facility on the Property subject to the terms and conditions of this Agreement and provided that Licensee first complies with the City's ordinances relating to the construction and use of the Encroaching Facility.

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

1. Incorporation of Recitals. The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct and are incorporated into the body of this Agreement.
2. Location of Encroaching Facility. City hereby grants a nonexclusive license to

Licensee, authorizing Licensee to, at its own cost and expense, maintain and repair the Encroaching Facility within that portion of the Property as generally depicted and described in Exhibit A, subject to the terms and conditions of this Agreement. Any modification, alteration, expansion or addition to the Encroaching Facility, or any portion thereof, is prohibited without the prior written consent of City. In particular, Licensee shall not modify the Encroaching Facility in any manner that results in the Encroaching Facility: (a) occupying more space within the Property than as approved by this Agreement; (b) extending further into the Property than as approved by this Agreement; or (c) changing the Encroaching Facility's location within the Property to be outside the area approved by this Agreement. Licensee shall ensure that Licensee and any third party and/or contractor of Licensee engaged in maintaining and/or repairing the Encroaching Facility abide by the terms and conditions set forth herein and any permit governing the Encroaching Facility. Licensee shall, at its own cost and expense, provide a copy of this Agreement to any third party and/or contractor of Licensee engaged in maintaining and/or repairing the Encroaching Facility. Notwithstanding anything to the contrary herein, nothing in this Agreement shall be deemed to waive any applicable requirement of the City's ordinances or regulations applicable to the Encroaching Facility, and Licensee shall be responsible for obtaining a permit, if required under the City's ordinance, prior to any construction on the Encroaching Facility.

3. Restrictions on Use of Property. In using the Property for the purposes described herein, Licensee shall, at its own cost and expense, comply with all applicable laws, rules, regulations and requirements, as they exist, may be amended or in the future arising, including but not limited to, City's ordinances, and shall promptly execute and fulfill all orders and requirements imposed by City or other governmental authorities for the correction, prevention and abatement of nuisances or Code violations in, on or connected with the Encroaching Facility. At the conclusion of any work in connection with the Encroaching Facility, Licensee shall ensure that any third party and/or contractor of Licensee engaged in such work shall remove all debris and other materials from the Property and restore the same to substantially the same condition it was in prior to the commencement of the work thereon or in proximity thereto, with the exception of the encroachment permitted herein. Licensee shall ensure that any third party and/or contractor of Licensee engaged in maintaining and/or repairing the Encroaching Facility does not, and shall not itself, place trash dumpsters, toxic or hazardous substances or flammable material in or on the Property. Additionally, Licensee shall not place in or on the Property any other improvements unless approved in advance in writing by City. Any modification, alteration, expansion or other addition to the Encroaching Facility, or any portion thereof, is prohibited without the prior written consent of City.
4. Maintenance of Encroaching Facility. Licensee shall, at Licensee's sole cost and expense, maintain the Encroaching Facility in good condition and repair. City will not, under any circumstance, be responsible for any costs, whatsoever, of

construction, reconstruction, operation, maintenance, repair or removal of the Encroaching Facility. If City notifies Licensee of any deficiencies in any such maintenance, repair or removal of the Encroaching Facility, Licensee shall make the necessary repairs within the earlier of (a) thirty (30) days after the date of such notice or the (b) another date as determined by City and Licensee in writing. If City notifies Licensee of any deficiencies in any such maintenance, repair or removal of the Encroaching Facility, and Licensee shall thereafter fail to complete such maintenance, repair or removal within the required time period, then City may require Licensee to promptly remove the Encroaching Facility or contract, at Licensee's sole cost and expense, for the maintenance, repair or removal of the Encroaching Facility.

5. Removal of Encroaching Facility. City and any Franchisee are entitled to remove all or a portion of the Encroaching Facility as reasonably necessary to construct, reconstruct, maintain or repair public improvements within the affected Property. City or Franchisee will notify Licensee of any intent to remove all, or a portion, of the Encroaching Facility, and upon receiving such notice, Licensee shall ensure that the requested removal is made within the earlier of (a) thirty (30) days after the date of such notice or (b) another date as determined by City and Licensee in writing. If City or Franchisee notifies Licensee of its intent to remove all, or a portion, of the Encroaching Facility, and Licensee shall thereafter fail to complete the removal within the required time period, then City or Franchisee may require Licensee to promptly remove the Encroaching Facility. Notwithstanding anything to the contrary herein, if the removal is necessitated by an emergency, no notice is required. If so removed, City or Franchisee has no obligation to replace the affected portions of the Encroaching Facility upon completion of such work.
6. Risk and Liability. Licensee assumes all risks and liability resulting or arising from or relating to Licensee's use of the Property, the Encroaching Facility, the existing condition or location of the Property or the existing state of maintenance, repair or operation of the Property. Licensee agrees and acknowledges that City or Franchisee shall not be liable, whatsoever, for any damage to the Encroaching Facility as a result of City's or Franchisee's use or enjoyment of the rights provided it in the Property. Any City and/or Franchisee property or infrastructure damaged or destroyed by Licensee or its agents, employees, representatives, invitees, contractors, subcontractors and/or any other third parties for whom Licensee is legally responsible, shall be repaired or replaced by City or Franchisee at Licensee's sole cost and expense and payment is due immediately upon Licensee's receipt of an invoice from City or Franchisee.
7. **INDEMNIFICATION. LICENSEE AGREES TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS CITY, ITS COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES AND ANY OTHER THIRD PARTIES FOR WHOM CITY IS LEGALLY**

RESPONSIBLE, AS WELL AS EACH FRANCHISEE, ITS AGENTS, REPRESENTATIVES, EMPLOYEES, AND ANY OTHER THIRD PARTIES FROM WHOM FRANCHISE IS LEGALLY RESPONSIBLE FROM AND AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS, AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE (INCLUDING LOSS OF USE), LOSSES, DEMANDS, EXPENSES AND COSTS, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES (INCLUDING ATTORNEYS' FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY), OR OTHER HARM ARISING OUT OF, OR OCCASIONED BY, ANY NEGLIGENCE, GROSS NEGLIGENCE AND/OR WILLFUL MISCONDUCT, WHETHER BY ACT OR OMISSION, OF ANY LICENSEE OR ITS AGENTS, REPRESENTATIVES, EMPLOYEES, SEPARATE CONTRACTORS AND/OR SUBCONTRACTORS AND/OR THIRD PARTIES FOR WHOM EACH SUCH LICENSEE IS LEGALLY RESPONSIBLE, REGARDLESS OF ANY JOINT OR CONCURRENT NEGLIGENCE OF CITY OR FRANCHISEE.

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

THE PROVISIONS OF THIS SECTION 7 ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON, ENTITY OR THIRD PARTY. THE RIGHTS AND

**OBLIGATIONS CREATED BY THIS SECTION 7 SHALL SURVIVE
TERMINATION OF THIS AGREEMENT.**

8. **No "Permit."** NOTHING CONTAINED IN THIS AGREEMENT SHALL CONSTITUTE A "PERMIT" AS DEFINED IN CHAPTER 245, TEX. LOC. GOV'T CODE, AND NOTHING IN THIS AGREEMENT SHALL BE CONSIDERED TO PROVIDE THE CITY WITH FAIR NOTICE OF A PROJECT. LICENSEE WAIVES ANY STATUTORY CLAIM UNDER CHAPTER 245 OF THE TEX. LOC. GOV'T CODE BASED ON THIS AGREEMENT. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.
9. **Default/Remedies.** If Licensee, its employees, agents, representatives, contractors, subcontractors and/or any other third parties for whom Licensee is legally responsible, defaults under any of the terms and conditions of this Agreement and such default continues for a period of five (5) days after City or Franchisee notifies Licensee of such default in writing, City or Franchisee may, at its sole election and in addition to any other remedies it may exercise, terminate this Agreement, and upon such termination, all of Licensee's rights hereunder shall cease and terminate. This Agreement shall also terminate upon Licensee's abandonment of the Encroaching Facility.
10. **Miscellaneous Provisions.**
- a. **Notices.** Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States Mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested; by electronic mail, with documentation evidencing the addressee's receipt thereof; or by delivering the same in person to such party via hand-delivery service, or any courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notification, the addresses of the Parties shall be as follows:

If to City, addressed to it at:

City of Sherman

Attention: Wayne E. Lee, P.E., CFM, Director of Engineering

220 W. Mulberry St.

Sherman, TX 75091

Telephone: (903) 892-7327

Email: waynel@cityofsherman.com

with a copy to:

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

If to Licensee, addressed to it at:

Garland Sunset, LLC
Attn: Mirza Baig, Managing Member
2104 Bois D Arc Drive
Sherman, TX 75092

- b. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the parties.
- c. Governing Law; Venue. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement, without regard to conflict of law principles. This Agreement is performable in Grayson County, Texas, and the exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Grayson County, Texas.
- d. Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail signature will also be deemed to constitute an original if properly executed and delivered to the other party.
- e. Authority to Execute. Each party represents and warrants to the other that it has the full power and authority to enter into and fulfill the obligations of this Agreement. The respective signatories to this Agreement, by affixing its signatories hereto, warrant and represent that they have the authority to bind its respective parties as duly authorized representatives thereof.
- f. Savings/Severability. In the event that a term, condition or provision of this Agreement is determined to be invalid, illegal, void, unenforceable or unlawful by a court of competent jurisdiction, then that term, condition or provision shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been contained in this Agreement.

- g. Representations. Each party represents that it has carefully read this Agreement, knows the contents hereof, has consulted with an attorney of its choice regarding the meaning and effect hereof and is signing the same solely of its own judgment.
- h. No Third Party Beneficiaries. The parties do not intend that this Agreement be construed as creating any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third party beneficiaries by entering into this Agreement.
- i. Indemnification. The parties agree that the indemnity provisions set forth in Section 7 herein are conspicuous, and the parties have read and understood the same.
- j. Waiver. Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance.
- k. Immunity. The parties acknowledge and agree that, in executing and performing this Agreement, City has not waived, nor shall be deemed to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.
- l. Miscellaneous Drafting Provisions. This Agreement shall be deemed drafted equally by the parties. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against either party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.

[Signature page follows.]

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

CITY:

CITY OF SHERMAN, TEXAS,
a home-rule municipality

By: _____
Dr. Zachary Flores, Acting City Manager

Date: _____

LICENSEE:

GARLAND SUNSET, LLC

By: _____
Mirza Baig, Managing Member

Date: 06/09/25

THE STATE OF TEXAS §
 §
COUNTY OF GRAYSON §

BEFORE ME, the undersigned authority, on this day personally appeared Zachary Flores, known to me to be the person whose name is subscribed to the foregoing instrument; he acknowledged to me that he is the city manager and duly authorized representative of the CITY OF SHERMAN, TEXAS, a Texas home-rule municipality, and that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of the CITY OF SHERMAN, TEXAS.

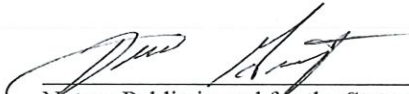
GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2025.

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

STATE OF TEXAS §
 §
COUNTY OF GRAYSON §

BEFORE ME, the undersigned authority, on this day personally appeared Mirza Baig known to me to be the person whose name is subscribed to the foregoing instrument, and that he executed the same for the purposes and consideration therein expressed.

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



Notary Public in and for the State of Texas
My Commission Expires: 6-19-2027



FL.
35

692

Tolbert Avenue
public street - concrete curb & gutter w/ asphalt paving

15'00'27"W
156.88'

S15°17'06"E 290.40'

Block 1

t 2R
2 Sq. Ft.
2 Acres

asphalt drive

10' utility easement

approx. gas line (depth unknown)

160.00'

Encroachment into 10' Utility Easement by maximum of 6.3-feet

315 Sq. Ft. of right-of-way dedication per this plat

N30°06'09"E
35.12'

frame building

40.4'

16.4'

0.8'

1/2 capped rebar set (RPLS 6578)

P.O.B.

PK nail set

Encroachment into 15' Utility, Landscape, & Sidewalk Easement by a maximum of 0.4-feet

15' utility, landscape & sidewalk easement

15' utility, landscape & sidewalk easement

Houston Street
a public street - asphalt paving
(variable width right-of-way)
AKA: State Hwy. 56

Request Letter

Property Address: 1509 W. Houston Street, Sherman, Texas

Property ID: 162018

The purpose of this request is to approve an encroachment agreement for the following items at the above location:

1. Existing frame building that encroaches into the required 15' utility, landscape and sidewalk easement along Houston Street;
2. Existing frame building that encroaches into the required 10' utility easement along Tolbert Avenue;
3. Existing frame building that encroaches into the proposed corner clip right-of-way by 0.9 ft.

The maximum amount of encroachment into proposed easements is 6.3 feet. See attached Exhibit for dimensions.



Mirza Baig, Managing Member for Garland Susnet, LLC

05/07/25

Date

FL.
35

692

Tolbert Avenue
public street - concrete curb & gutter w/ asphalt paving

15'00'27"W
156.88'

S15°17'06"E 290.40'

Block 1

t 2R
2 Sq. Ft.
2 Acres

asphalt drive

10' utility easement

approx. gas line (depth unknown)

160.00'

Encroachment into 10' Utility Easement by maximum of 6.3-feet

315 Sq. Ft. of right-of-way dedication per this plat

N30°06'09"E
35.12'

frame building

40.4'

16.4'

0.8'

1/2 capped rebar set (RPLS 6578)

P.O.B.

PK nail set

Encroachment into 15' Utility, Landscape, & Sidewalk Easement by a maximum of 0.4-feet

15' utility, landscape & sidewalk easement

15' utility, landscape & sidewalk easement

Houston Street
a public street - asphalt paving
(variable width right-of-way)
AKA: State Hwy. 56

Encroachment - 1509 W. Houston



0 50 100 200 Feet





City Council Regular Meeting

Agenda Item No. H.6.

Meeting Date: 7/7/2025

Prepared By: Cathy Perkins, Human Resources Manager

Approved By: Zachary Flores, Acting City Manager

Caption:

***RESOLUTION NO. 7545**

Repealing and Replacing Resolution No. 7362; Establishing Salary Structures and Incentive/Certification Pay Schedules for Firefighters and Police Officers; Establishing Special Longevity Pay Schedules for Newly Hired Firefighters and Firefighters and Police Officers; Providing for an Effective Date

Issue:

As prescribed by Chapter 143 of the Texas Local Government Code, salary and step pay changes have been updated to reflect the current competitive market and cost of living increases.

Background:

Each year and/or as needed, changes to Fire and Police salaries and step pay may change due to market and cost of living changes. These changes must be set by ordinance or resolution from the governing body.

Capital Improvement Program:

Origination:

Human Resources/Civil Service Director

Financial Consideration:

This Resolution has changes to the salary structure for Civil Service employees. The effects of the proposed changes are included in the recently approved FY2025-2026 budget.

Staff Recommendation:

Staff recommends approval of this resolution.

Alternatives:

None

Attachments:

1. Resolution No. 7545
2. Resolution Civil Service Salary Structure 070125 RED LINED

RESOLUTION NO. 7545

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, REPEALING AND REPLACING RESOLUTION NO. 7362; ESTABLISHING SALARY STRUCTURES AND INCENTIVE/CERTIFICATION PAY SCHEDULES FOR FIREFIGHTERS AND POLICE OFFICERS; ESTABLISHING SPECIAL LONGEVITY PAY SCHEDULES FOR NEWLY HIRED FIREFIGHTERS AND POLICE OFFICERS; PROVIDING FOR AN EFFECTIVE DATE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That Resolution No. 7362, passed and approved on the 16th day of September 2024, is hereby repealed.

SECTION 2. That, from and after the effective date of the 1st day of July 2025, the following salary structures and incentive/certification pay schedules will be adopted for the Sherman Fire Department and the Sherman Police Department:

FIRE DEPARTMENT CLASSIFICATION	MONTHLY BASE SALARY	MONTHLY STEP PAY	TOTAL
FIREFIGHTER - EMT			
Entry	\$5,600.00	N/A	\$5,600.00
1 Year	\$5,600.00	\$200.00	\$5,800.00
2 Year	\$5,600.00	\$450.00	\$6,050.00
3 Year	\$5,600.00	\$700.00	\$6,300.00
4 Year	\$5,600.00	\$950.00	\$6,550.00
5 Year	\$5,600.00	\$1,200.00	\$6,800.00
FIREFIGHTER - Paramedic			
Entry	\$6,300.00	N/A	\$6,300.00
1 Year	\$6,300.00	200.00	\$6,500.00
2 Year	\$6,300.00	\$400.00	\$6,700.00
3 Year	\$6,300.00	\$650.00	\$6,950.00
4 Year	\$6,300.00	\$900.00	\$7,200.00
5 Year	\$6,300.00	\$1,200.00	\$7,500.00
ENGINEER			
Entry	\$7,800.00	N/A	\$7,800.00
1 Year	\$7,800.00	\$300.00	\$8,100.00
2 Year	\$7,800.00	\$600.00	\$8,400.00

CAPTAIN			
Entry	\$9,000.00	N/A	\$9,000.00
1 Year	\$9,000.00	\$300.00	\$9,300.00
2 Year	\$9,000.00	\$500.00	\$9,500.00
BATTALION CHIEF			
Entry	\$10,200.00	N/A	\$10,200.00
1 Year	\$10,200.00	\$200.00	\$10,400.00
2 Year	\$10,200.00	\$400.00	\$10,600.00
DEPUTY CHIEF			
Entry	\$11,700.00	N/A	\$11,700.00
1 Year	\$11,700.00	\$200.00	\$11,900.00
2 Year	\$11,700.00	\$700.00	\$12,400.00
POLICE DEPARTMENT CLASSIFICATION	MONTHLY BASE SALARY	MONTHLY STEP PAY	TOTAL
PATROLMAN			
Entry – Non-Certified	\$6,700.00	N/A	\$6,700.00
1 Year	\$6,700.00	\$250.00	\$6,950.00
2 Year	\$6,700.00	\$450.00	\$7,150.00
3 Year	\$6,700.00	\$650.00	\$7,350.00
4 Year	\$6,700.00	\$900.00	\$7,600.00
5 Year	\$6,700.00	\$1,150.00	\$7,850.00
6 Year	\$6,700.00	\$1,350.00	\$8,050.00
7 Year	\$6,700.00	\$1,600.00	\$8,300.00
SERGEANT			
Entry	\$8,750.00	N/A	\$8,750.00
1 Year	\$8,750.00	\$250.00	\$9,000.00
2 Year	\$8,750.00	\$550.00	\$9,300.00
3 Year	\$8,750.00	\$800.00	\$9,550.00
LIEUTENANT			
Entry	\$9,800.00	N/A	\$9,800.00
1 Year	\$9,800.00	\$350.00	\$10,150.00
2 Year	\$9,800.00	\$600.00	\$10,400.00
3 Year	\$9,800.00	\$860.00	\$10,660.00
ASSISTANT CHIEF			
Entry	\$11,700.00	N/A	\$11,700.00
1 Year	\$11,700.00	\$500.00	\$12,200.00
2 Year	\$11,700.00	\$900.00	\$12,600.00
3 Year	\$11,700.00	\$1,350.00	\$13,050.00

SECTION 3. That, from and after the effective date of the 1st day of July 2025, the following incentive/certification pay schedules shall be adopted for the Sherman Fire Department:

- (a) Each employee certified by the Texas Department of State Health Services as a Paramedic and who meets the Sherman Medical Director's prescribed Medical Standards for Medical Authorization shall receive \$125.00 per month Incentive/Certification Pay.

- (b) Each employee who is certified by the Texas Commission on Fire Protection Personnel Standards and Education as an Intermediate Firefighter shall receive \$104.00 per month Incentive/Certification Pay.
- (c) Each employee who is certified by the Texas Commission on Fire Protection Personnel Standards and Education as an Advanced Firefighter shall receive \$218.40 per month Incentive/Certification Pay.
- (d) Each employee who is certified by the Texas Commission on Fire Protection Personnel Standards and Education as a Master Firefighter shall receive \$318.40 per month Incentive/Certification Pay.
- (e) Incentive/Certification Pay shall only be paid for the highest Texas Commission on Fire Protection Personnel Standards and Education Certification achieved.
- (f) All Certifications shall be kept current to receive Incentive/Certification Pay.
- (g) Each employee who holds an associate degree from an accredited college or university shall receive \$75.00 per month Education Incentive Pay.
- (h) Each employee who holds a bachelor's degree from an accredited college or university shall receive \$175.00 per month Education Incentive Pay.
- (i) Each employee who holds a master's degree from an accredited college or university shall receive \$250.00 per month Education Incentive Pay.
- (j) Education Incentive Pay shall only be paid for the highest degree received.

SECTION 4. That, from and after the effective date of the 1st day of October, 2020, the following incentive/certification pay schedules shall be adopted for the Sherman Police Department:

- (a) Employees hired prior to October 1, 2020 shall adopt the following incentive/certification pay schedule:
 - 1. Each employee certified by the Texas Commission on Law Enforcement Officer Standards and Education as an Intermediate Peace Officer shall receive \$75.00 per month Incentive/Certification Pay.
 - 2. Each employee certified by the Texas Commission on Law Enforcement Officer Standards and Education as an Advanced Peace Officer shall receive \$175.00 per month Incentive/Certification Pay.
 - 3. Each employee certified by the Texas Commission on Law Enforcement Officer Standards and Education as a Master Peace Officer shall receive \$275.00 per month Incentive/Certification Pay.

4. Incentive/Certification Pay shall only be paid for the highest Texas Commission on Law Enforcement Officer Standards and Education Certification achieved.
 5. Each employee who speaks Spanish as a second language, as certified and designated by the Police Chief, shall receive \$100.00 per month Incentive/Certification Pay.
 6. All Certifications shall be kept current to receive Incentive/Certification Pay.
 7. Each employee who holds an associate degree from an accredited college or university shall receive \$100.00 per month Education Incentive Pay.
 8. Each employee who holds a bachelor's degree from an accredited college or university shall receive \$250.00 per month Education Incentive Pay.
 9. Each employee who holds a master's degree from an accredited college or university shall receive \$500.00 per month Education Incentive Pay.
 10. Education Incentive Pay shall only be paid for the highest degree received.
- (b) Employees hired after October 1, 2020 shall adopt the following incentive/certification pay schedule:
1. Each employee certified by the Texas Commission on Law Enforcement Officer Standards and Education as an Intermediate Peace Officer shall receive \$50.00 per month Incentive/Certification Pay.
 2. Each employee certified by the Texas Commission on Law Enforcement Officer Standards and Education as an Advanced Peace Officer shall receive \$100.00 per month Incentive/Certification Pay.
 3. Each employee certified by the Texas Commission on Law Enforcement Officer Standards and Education as a Master Peace Officer shall receive \$150.00 per month Incentive/Certification Pay.
 4. Incentive/Certification Pay shall only be paid for the highest Texas Commission on Law Enforcement Officer Standards and Education Certification achieved.
 5. Each employee who speaks Spanish as a second language, as certified and designated by the Police Chief, shall receive \$100.00 per month Incentive/Certification Pay.

6. All Certifications shall be kept current to receive Incentive/Certification Pay.
7. Each employee who holds an associate degree from an accredited college or university shall receive \$50.00 per month Education Incentive Pay.
8. Each employee who holds a bachelor's degree from an accredited college or university shall receive \$100.00 per month Education Incentive Pay.
9. Each employee who holds a master's degree from an accredited college or university shall receive \$200.00 per month Education Incentive Pay.
10. Education Incentive Pay shall only be paid for the highest degree received.

SECTION 5. That eligible pay types are authorized by the City Council below for patrolmen and firefighters.

(a) Seniority Pay – Lateral Entry (prior Police Experience):

1. Seniority Pay is authorized by Chapter 143.041 (c)(1) of the Texas Local Government Code.
2. Applicants for patrolmen positions who are hired after July 31, 2018 shall be eligible for Special Seniority Pay for lateral entry if they have at least two (2) years' continuous service as a paid, full-time certified peace officer, or comparable Military Police experience as approved by the Chief of Police, with the authority to enforce laws, investigate crimes, make arrests, respond to calls for service, carry a firearm, and use discretion as part of their assigned duties. A lateral entry applicant shall not have more than a one-year break in service from the time the applicant left employment as a certified peace officer, or Military Police service and, as of the last date, applications are accepted.
3. Starting Pay: The starting pay for lateral entry patrolmen with prior qualifying law enforcement experience will be determined based on the commensurate number of years of prior qualified service at their previous agency or agencies as of the last date applications are accepted.
 - i. Lateral entry patrolmen who have at least two (2) years of prior qualified service will start at two (2) years of service according to the Sherman Police Department pay schedule.
4. Departmental Seniority Impact: The Lateral Entry Program described in this Sub-section is for seniority pay purposes only to determine placement into the existing pay schedule. Prior law enforcement work experience will not be considered for promotional eligibility requirements, departmental

seniority or transfers. Department seniority for lateral patrolmen will begin on their most recent Civil Service hire date with the Sherman Police Department. Exception will be made for reappointed patrolmen in which seniority will include all time served as a paid Sherman Police Officer.

5. Requirements: Guidelines and administration for eligibility for lateral entry shall be governed by police policies and Local Civil Service Commission Rules and Regulations. The Chief of Police shall make the final determination as to whether an applicant meets the criteria for the Police Lateral Entry Program; and the Chief's decision shall be final and non-appealable to the Civil Service Commission or to any court.
 6. Longevity Pay: Sworn police employees shall be paid Longevity Pay in accordance with City policy, Chapter 142 of the Texas Local Government Code, and as permitted under Chapter 143.041(c)(1) of the Texas Local Government Code. City policy provides specifics on administration and application.
- (b) Seniority Pay – Lateral Entry (prior Fire Experience):
1. Seniority Pay is authorized by Chapter 143.041(c)(1) of the Texas Local Government Code.
 2. Applicants for firefighter positions who are hired after December 16, 2018 shall be eligible for Special Longevity pay for lateral entry if they have at least one (1) year of continuous service as a paid, full time certified firefighter as approved by the Fire Chief. A lateral entry applicant shall not have more than a one (1) year break in service from the time the applicant left employment as a certified firefighter as of the date of hire.
 3. Starting Pay: The starting pay for lateral firefighters will be determined based on the number of years of prior qualified service as of the date of hire.
 - i. Lateral entry firefighter's starting pay will be determined based on the commensurate number of years of qualified service at their previous agency or agencies as of the date of hire.
 4. Departmental Seniority Impact: The Lateral Entry Program described in this Sub-Section is for seniority pay purposes only to determine placement into the existing pay schedule. Prior fire work experience will not be considered for promotional eligibility requirements, departmental seniority or transfers. Departmental seniority for lateral entry firefighters will begin on their most recent Civil Service hire date with the Sherman Fire Department.
 5. Requirements: Guidelines and administration for eligibility for lateral entry shall be governed by fire department policies and Local Civil Service

Commission Rules and Regulations. The Fire Chief shall make the final determination as to whether an applicant meets the criteria for the Fire Lateral Entry Program; and the Chief's decision shall be final and non-appealable to the Civil Service Commission or to any court.

6. Longevity Pay: Fire department employees shall be paid Longevity Pay in accordance with City Policy, Chapter 142 of the Texas Local Government Code, and as permitted under Chapter 143.041(c)(1) of the Texas Local Government Code. City policy provides specifics on administration and application.
7. Base pay for incumbent firefighters, hired prior to the adoption date of this Resolution who have at least one (1) year of prior qualified service will be increased to the commensurate number of years of service according to the Sherman Fire Department pay schedule.

SECTION 6. That detailed rules and regulations for qualifying standards, eligibility and administration of such pay types may be stated within the City and/or Police Department policies and/or Fire Department policies, and/or Local Civil Service Commission Rules and Regulations. Such policies are subject to change as needed and approved by the City Manager for purposes of City policies or by the Chief of Police for purposes for Police Department policies, by the Fire Chief for purposes of Fire Department policies, or by the Local Civil Service Commission for the purposes of Local Civil Service Commission Rules and Regulations.

SECTION 7. 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.

PASSED AND APPROVED on this the 7th day of July 2025.

CITY OF SHERMAN, TEXAS

BY: _____
SHAWN TEAMANN, MAYOR

ATTEST:

BY: _____
LEAH ROBERT,
EXECUTIVE DIRECTOR OF ADMINISTRATION
ACTING CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

RESOLUTION NO. ~~7XXX~~

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, REPEALING AND REPLACING RESOLUTION NO. ~~7362-7044~~; ESTABLISHING SALARY STRUCTURES AND INCENTIVE/CERTIFICATION PAY SCHEDULES FOR FIREFIGHTERS AND POLICE OFFICERS; ESTABLISHING SPECIAL LONGEVITY PAY SCHEDULES FOR NEWLY HIRED FIREFIGHTERS AND POLICE OFFICERS; PROVIDING FOR AN EFFECTIVE DATE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That Resolution No. ~~7362-7044~~, passed and approved on the ~~168th~~ day of September 202~~34~~, is hereby repealed.

SECTION 2. That, from and after the effective date of the 1st day of ~~October 2024~~July 2025, the following salary structures and incentive/certification pay schedules will be adopted for the Sherman Fire Department and the Sherman Police Department:

FIRE DEPARTMENT CLASSIFICATION	MONTHLY BASE SALARY	MONTHLY STEP PAY	TOTAL
FIREFIGHTER - EMT			
Entry	\$5,500.00 <u>\$5,600.00</u>	N/A	\$5,500.00 <u>\$5,600.00</u>
1 Year	\$5,500.00 <u>\$5,600.00</u>	\$300.00 <u>\$200.00</u>	\$5,800.00
2 Year	\$5,500.00 <u>\$5,600.00</u>	\$550.00 <u>\$450.00</u>	\$6,050.00
3 Year	\$5,500.00 <u>\$5,600.00</u>	\$800.00 <u>\$700.00</u>	\$6,300.00
4 Year	\$5,500.00 <u>\$5,600.00</u>	\$1,050.00 <u>\$950.00</u>	\$6,550.00
5 Year	\$5,500.00 <u>\$5,600.00</u>	\$1,300.00 <u>\$1,200.00</u>	\$6,800.00
FIREFIGHTER - Paramedic			
Entry	\$6,000.00 <u>\$6,300.00</u>	N/A	\$6,000.00 <u>\$6,300.00</u>
1 Year	\$6,000.00 <u>\$6,300.00</u>	\$250.00 <u>\$200.00</u>	\$6,250.00 <u>\$6,500.00</u>
2 Year	\$6,000.00 <u>\$6,300.00</u>	\$600.00 <u>\$400.00</u>	\$6,600.00 <u>\$6,700.00</u>
3 Year	\$6,000.00 <u>\$6,300.00</u>	\$850.00 <u>\$650.00</u>	\$6,850.00 <u>\$6,950.00</u>
4 Year	\$6,000.00 <u>\$6,300.00</u>	\$1,100.00 <u>\$900.00</u>	\$7,100.00 <u>\$7,200.00</u>
5 Year	\$6,000.00 <u>\$6,300.00</u>	\$1,350.00 <u>\$1,200.00</u>	\$7,350.00 <u>\$7,500.00</u>
ENGINEER			
Entry	\$7,800.00	N/A	\$7,800.00
1 Year	\$7,800.00	\$300.00	\$8,100.00
2 Year	\$7,800.00	\$600.00	\$8,400.00

CAPTAIN			
Entry	\$8,800.00 <u>9,000.00</u>	N/A	\$8,800.00 <u>9,000.00</u>
1 Year	\$8,800.00 <u>9,000.00</u>	\$250.00 <u>300.00</u>	\$9,050.00 <u>9,300.00</u>
2 Year	\$8,800.00 <u>9,000.00</u>	\$500.00	\$9,300.00 <u>9,500.00</u>
BATTALION CHIEF			
Entry	\$9,850.00 <u>10,200.00</u>	N/A	\$9,850.00 <u>10,200.00</u>
1 Year	\$9,850.00 <u>10,200.00</u>	\$250.00 <u>200.00</u>	\$10,100.00 <u>10,400.00</u>
2 Year	\$9,850.00 <u>10,200.00</u>	\$500.00 <u>400.00</u>	\$10,350.00 <u>10,600.00</u>
DEPUTY CHIEF			
Entry	\$11,250.00 <u>11,700.00</u>	N/A	\$11,250.00 <u>11,700.00</u>
1 Year	\$11,250.00 <u>11,700.00</u>	\$500.00 <u>200.00</u>	\$11,750.00 <u>11,900.00</u>
2 Year	\$11,250.00 <u>11,700.00</u>	\$1000.00 <u>700.00</u>	\$12,250.00 <u>12,400.00</u>
POLICE DEPARTMENT CLASSIFICATION	MONTHLY BASE SALARY	MONTHLY STEP PAY	TOTAL
PATROLMAN			
Entry – Non-Certified	\$6,400.00 <u>6,700.00</u>	N/A	\$6,400.00 <u>6,700.00</u>
1 Year	\$6,400.00 <u>6,700.00</u>	\$250.00	\$6,650.00 <u>6,950.00</u>
2 Year	\$6,400.00 <u>6,700.00</u>	\$450.00	\$6,850.00 <u>7,150.00</u>
3 Year	\$6,400.00 <u>6,700.00</u>	\$650.00	\$7,050.00 <u>7,350.00</u>
4 Year	\$6,400.00 <u>6,700.00</u>	\$900.00	\$7,300.00 <u>7,600.00</u>
5 Year	\$6,400.00 <u>6,700.00</u>	\$1,150.00	\$7,550.00 <u>7,850.00</u>
6 Year	\$6,400.00 <u>6,700.00</u>	\$1,350.00	\$7,750.00 <u>8,050.00</u>
7 Year	\$6,400.00 <u>6,700.00</u>	\$1,600.00	\$8,000.00 <u>8,300.00</u>
SERGEANT			
Entry	\$8,750.00	N/A	\$8,750.00
1 Year	\$8,750.00	\$250.00	\$9,000.00
2 Year	\$8,750.00	\$550.00	\$9,300.00
3 Year	\$8,750.00	\$800.00	\$9,550.00
LIEUTENANT			
Entry	\$9,800.00	N/A	\$9,800.00
1 Year	\$9,800.00	\$350.00	\$10,150.00
2 Year	\$9,800.00	\$600.00	\$10,400.00
3 Year	\$9,800.00	\$860.00	\$10,660.00
ASSISTANT CHIEF			
Entry	\$11,450.00 <u>11,700.00</u>	N/A	\$11,450.00 <u>11,700.00</u>
1 Year	\$11,450.00 <u>11,700.00</u>	\$500.00	\$11,950.00 <u>12,200.00</u>
2 Year	\$11,450.00 <u>11,700.00</u>	\$900.00	\$12,350.00 <u>12,600.00</u>
3 Year	\$11,450.00 <u>11,700.00</u>	\$1,350.00	\$12,800.00 <u>13,050.00</u>

SECTION 3. That, from and after the effective date of the 1st day of ~~October, 2023~~July 2025, the following incentive/certification pay schedules shall be adopted for the Sherman Fire Department:

- (a) Each employee certified by the Texas Department of State Health Services as a Paramedic and who meets the Sherman Medical Director's prescribed Medical Standards for Medical Authorization shall receive \$125.00 per month Incentive/Certification Pay.

- (b) Each employee who is certified by the Texas Commission on Fire Protection Personnel Standards and Education as an Intermediate Firefighter shall receive \$104.00 per month Incentive/Certification Pay.
- (c) Each employee who is certified by the Texas Commission on Fire Protection Personnel Standards and Education as an Advanced Firefighter shall receive \$218.40 per month Incentive/Certification Pay.
- (d) Each employee who is certified by the Texas Commission on Fire Protection Personnel Standards and Education as a Master Firefighter shall receive \$318.40 per month Incentive/Certification Pay.
- (e) Incentive/Certification Pay shall only be paid for the highest Texas Commission on Fire Protection Personnel Standards and Education Certification achieved.
- (f) All Certifications shall be kept current to receive Incentive/Certification Pay.
- (g) Each employee who holds an associate degree from an accredited college or university shall receive \$75.00 per month Education Incentive Pay.
- (h) Each employee who holds a bachelor's degree from an accredited college or university shall receive \$175.00 per month Education Incentive Pay.
- (i) Each employee who holds a master's degree from an accredited college or university shall receive \$250.00 per month Education Incentive Pay.
- (j) Education Incentive Pay shall only be paid for the highest degree received.

SECTION 4. That, from and after the effective date of the 1st day of October, 2020, the following incentive/certification pay schedules shall be adopted for the Sherman Police Department:

- (a) Employees hired prior to October 1, 2020 shall adopt the following incentive/certification pay schedule:
 - 1. Each employee certified by the Texas Commission on Law Enforcement Officer Standards and Education as an Intermediate Peace Officer shall receive \$75.00 per month Incentive/Certification Pay.
 - 2. Each employee certified by the Texas Commission on Law Enforcement Officer Standards and Education as an Advanced Peace Officer shall receive \$175.00 per month Incentive/Certification Pay.

3. Each employee certified by the Texas Commission on Law Enforcement Officer Standards and Education as a Master Peace Officer shall receive \$275.00 per month Incentive/Certification Pay.
 4. Incentive/Certification Pay shall only be paid for the highest Texas Commission on Law Enforcement Officer Standards and Education Certification achieved.
 5. Each employee who speaks Spanish as a second language, as certified and designated by the Police Chief, shall receive \$100.00 per month Incentive/Certification Pay.
 6. All Certifications shall be kept current to receive Incentive/Certification Pay.
 7. Each employee who holds an associate degree from an accredited college or university shall receive \$100.00 per month Education Incentive Pay.
 8. Each employee who holds a bachelor's degree from an accredited college or university shall receive \$250.00 per month Education Incentive Pay.
 9. Each employee who holds a master's degree from an accredited college or university shall receive \$500.00 per month Education Incentive Pay.
 10. Education Incentive Pay shall only be paid for the highest degree received.
- (b) Employees hired after October 1, 2020 shall adopt the following incentive/certification pay schedule:
1. Each employee certified by the Texas Commission on Law Enforcement Officer Standards and Education as an Intermediate Peace Officer shall receive \$50.00 per month Incentive/Certification Pay.
 2. Each employee certified by the Texas Commission on Law Enforcement Officer Standards and Education as an Advanced Peace Officer shall receive \$100.00 per month Incentive/Certification Pay.
 3. Each employee certified by the Texas Commission on Law Enforcement Officer Standards and Education as a Master Peace Officer shall receive \$150.00 per month Incentive/Certification Pay.
 4. Incentive/Certification Pay shall only be paid for the highest Texas Commission on Law Enforcement Officer Standards and Education Certification achieved.

5. Each employee who speaks Spanish as a second language, as certified and designated by the Police Chief, shall receive \$100.00 per month Incentive/Certification Pay.
6. All Certifications shall be kept current to receive Incentive/Certification Pay.
7. Each employee who holds an associate degree from an accredited college or university shall receive \$50.00 per month Education Incentive Pay.
8. Each employee who holds a bachelor's degree from an accredited college or university shall receive \$100.00 per month Education Incentive Pay.
9. Each employee who holds a master's degree from an accredited college or university shall receive \$200.00 per month Education Incentive Pay.
10. Education Incentive Pay shall only be paid for the highest degree received.

SECTION 5. That eligible pay types are authorized by the City Council below for patrolmen and firefighters.

(a) Seniority Pay – Lateral Entry (prior Police Experience):

1. Seniority Pay is authorized by Chapter 143.041 (c)(1) of the Texas Local Government Code.
2. Applicants for patrolmen positions who are hired after July 31, 2018 shall be eligible for Special Seniority Pay for lateral entry if they have at least two (2) years' continuous service as a paid, full-time certified peace officer, or comparable Military Police experience as approved by the Chief of Police, with the authority to enforce laws, investigate crimes, make arrests, respond to calls for service, carry a firearm, and use discretion as part of their assigned duties. A lateral entry applicant shall not have more than a one-year break in service from the time the applicant left employment as a certified peace officer, or Military Police service and, as of the last date, applications are accepted.
3. Starting Pay: The starting pay for lateral entry patrolmen with prior qualifying law enforcement experience will be determined based on the commensurate number of years of prior qualified service at their previous agency or agencies as of the last date applications are accepted.
 - i. Lateral entry patrolmen who have at least two (2) years of prior qualified service will start at two (2) years of service according to the Sherman Police Department pay schedule.

4. Departmental Seniority Impact: The Lateral Entry Program described in this Sub-section is for seniority pay purposes only to determine placement into the existing pay schedule. Prior law enforcement work experience will not be considered for promotional eligibility requirements, departmental seniority or transfers. Department seniority for lateral patrolmen will begin on their most recent Civil Service hire date with the Sherman Police Department. Exception will be made for reappointed patrolmen in which seniority will include all time served as a paid Sherman Police Officer.
 5. Requirements: Guidelines and administration for eligibility for lateral entry shall be governed by police policies and Local Civil Service Commission Rules and Regulations. The Chief of Police shall make the final determination as to whether an applicant meets the criteria for the Police Lateral Entry Program; and the Chief's decision shall be final and non-appealable to the Civil Service Commission or to any court.
 6. Longevity Pay: Sworn police employees shall be paid Longevity Pay in accordance with City policy, Chapter 142 of the Texas Local Government Code, and as permitted under Chapter 143.041(c)(1) of the Texas Local Government Code. City policy provides specifics on administration and application.
- (b) Seniority Pay – Lateral Entry (prior Fire Experience):
1. Seniority Pay is authorized by Chapter 143.041(c)(1) of the Texas Local Government Code.
 2. Applicants for firefighter positions who are hired after December 16, 2018 shall be eligible for Special Longevity pay for lateral entry if they have at least one (1) year of continuous service as a paid, full time certified firefighter as approved by the Fire Chief. A lateral entry applicant shall not have more than a one (1) year break in service from the time the applicant left employment as a certified firefighter as of the date of hire.
 3. Starting Pay: The starting pay for lateral firefighters will be determined based on the number of years of prior qualified service as of the date of hire.
 - i. Lateral entry firefighter's starting pay will be determined based on the commensurate number of years of qualified service at their previous agency or agencies as of the date of hire.
 4. Departmental Seniority Impact: The Lateral Entry Program described in this Sub-Section is for seniority pay purposes only to determine placement into the existing pay schedule. Prior fire work experience will not be considered for promotional eligibility requirements, departmental seniority or transfers.

Departmental seniority for lateral entry firefighters will begin on their most recent Civil Service hire date with the Sherman Fire Department.

5. Requirements: Guidelines and administration for eligibility for lateral entry shall be governed by fire department policies and Local Civil Service Commission Rules and Regulations. The Fire Chief shall make the final determination as to whether an applicant meets the criteria for the Fire Lateral Entry Program; and the Chief's decision shall be final and non-appealable to the Civil Service Commission or to any court.
6. Longevity Pay: Fire department employees shall be paid Longevity Pay in accordance with City Policy, Chapter 142 of the Texas Local Government Code, and as permitted under Chapter 143.041(c)(1) of the Texas Local Government Code. City policy provides specifics on administration and application.
7. Base pay for incumbent firefighters, hired prior to the adoption date of this Resolution who have at least one (1) year of prior qualified service will be increased to the commensurate number of years of service according to the Sherman Fire Department pay schedule.

SECTION 6. That detailed rules and regulations for qualifying standards, eligibility and administration of such pay types may be stated within the City and/or Police Department policies and/or Fire Department policies, and/or Local Civil Service Commission Rules and Regulations. Such policies are subject to change as needed and approved by the City Manager for purposes of City policies or by the Chief of Police for purposes for Police Department policies, by the Fire Chief for purposes of Fire Department policies, or by the Local Civil Service Commission for the purposes of Local Civil Service Commission Rules and Regulations.

SECTION 7. 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.

PASSED AND APPROVED on this the ~~30~~¹⁸~~th~~ day of ~~September 2023~~June 2025.

CITY OF SHERMAN, TEXAS

BY:

~~DAVID~~ PLYLERSHAWN

TEAMANN, MAYOR

ATTEST:

BY:

~~LINDA ASHBY~~, CITY CLERK REPRESENTATIVE

APPROVED AS TO FORM AND
CONTENT:

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

BY:

RYAN D. PITTMAN, CITY ATTORNEY



City Council Regular Meeting

Agenda Item No. H.7.

Meeting Date: 7/7/2025

Prepared By: Mary Lawrence, Chief Financial Officer

Approved By: Zachary Flores, Acting City Manager

Caption:

*** RESOLUTION NO. 7546**

Suspending the July 31, 2025 Effective Date of Oncor Electric Delivery Company's Requested Rate Change to Permit the City Time to Study the Request and to Establish Reasonable Rates; Approving Cooperation with the Steering Committee of Cities Serviced by Oncor to Hire Legal and Consulting Services and to Negotiate with the Company and Direct any Necessary Litigation and Appeals

Issue:

To suspend the rate change requested by Oncor Electric Delivery Company ("Oncor") to permit the City time to evaluate the filing and determine whether the filing complies with law, and if lawful, to determine what further strategy, including settlement, to pursue.

Background:

Oncor Electric Delivery Company ("Oncor" or "the Company") filed an application on or about June 26, 2025 with cities retaining original jurisdiction seeking to increase system-wide transmission and distribution rates by about \$834 million or approximately 13% over present revenues. The Company asks the City to approve a 12.3% increase in residential rates and a 51.0% increase in street lighting rates. If approved, an average residential customer would see a bill increase of about \$7.90 per month.

The resolution suspends the July 31, 2025 effective date of the Company's rate increase for the maximum period permitted by law to allow the City, working in conjunction with the Steering Committee of Cities Served by Oncor ("Steering Committee"), to evaluate the filing, determine whether the filing complies with law, and if lawful, to determine what further strategy, including settlement, to pursue.

The law provides that a rate request made by an electric utility cannot become effective until at least 35 days following the filing of the application to change rates. The law permits the City to suspend the rate change for 90 days after the date the rate change would otherwise be effective. **If the City fails to take some action regarding the filing before the effective date, Oncor's rate request is deemed administratively approved.**

Capital Improvement Program:

N/A

Origination:

Thomas Brocato, Oncor Cities Steering Committee

Financial Consideration:

If Oncor's rate change is approved, the average residential customer would see a bill increase of about \$7.90 per month. If the efforts of OCSC are successful in challenging the Oncor rate case, the bill increase could be less.

Expenses incurred by the steering committee are reimbursed by Oncor.

Staff Recommendation:

Staff recommends approving the resolution to allow the steering committee time to review Oncor's application.

Alternatives:

If the Council does not take affirmative action on this resolution, the rate increase will go into effect.

Attachments:

1. Resolution No. 7546
2. Oncor 2025 RC Suspension Resolution Report (ID 466842)

RESOLUTION NO. 7546

RESOLUTION OF THE CITY OF SHERMAN SUSPENDING THE JULY 31, 2025 EFFECTIVE DATE OF ONCOR ELECTRIC DELIVERY COMPANY'S REQUESTED RATE CHANGE TO PERMIT THE CITY TIME TO STUDY THE REQUEST AND TO ESTABLISH REASONABLE RATES; APPROVING COOPERATION WITH THE STEERING COMMITTEE OF CITIES SERVED BY ONCOR TO HIRE LEGAL AND CONSULTING SERVICES AND TO NEGOTIATE WITH THE COMPANY AND DIRECT ANY NECESSARY LITIGATION AND APPEALS; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL FOR THE STEERING COMMITTEE

WHEREAS, on or about June 26, 2025, Oncor Electric Delivery Company (Oncor), pursuant to PURA §§ 33.001 and 36.001 filed with the City of Sherman a Statement of Intent to increase electric transmission and distribution rates in all municipalities exercising original jurisdiction within its service area effective July 31, 2025; and

WHEREAS, the City of Sherman is a member of the Steering Committee of Cities Served by Oncor ("Steering Committee") and will cooperate with the 170 similarly situated city members and other city participants in conducting a review of the Company's application and to hire and direct legal counsel and consultants and to prepare a common response and to negotiate with the Company prior to getting reasonable rates and direct any necessary litigation; and

WHEREAS, PURA § 36.108 grants local regulatory authorities the right to suspend the effective date of proposed rate changes for ninety (90) days after the date the rate change would otherwise be effective; and

WHEREAS, PURA § 33.023 provides that costs incurred by Cities in ratemaking proceedings are to be reimbursed by the regulated utility.

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

1. That the July 31, 2025, effective date of the rate request submitted by Oncor on or about June 26, 2025, be suspended for the maximum period allowed by law to permit adequate time to review the proposed changes and to establish reasonable rates.

2. As indicated in the City's resolution approving membership in the Steering Committee, the Executive Committee of Steering Committee is authorized to hire and direct legal counsel and consultants, negotiate with the Company, make recommendations regarding reasonable rates, and to intervene and direct any necessary administrative proceedings or court litigation associated with an appeal of a rate ordinance and the rate case filed with the City or Public Utility Commission.

3. That the City's reasonable rate case expenses shall be reimbursed by Oncor.

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

5. A copy of this Resolution shall be sent to Oncor Electric Delivery Company LLC, Attention: Mr. Matthew A. Troxle, 1616 Woodall Rodgers Freeway, Dallas, Texas 75202 and to Thomas Brocato, Counsel to the Steering Committee, at Lloyd Gosselink Rochelle & Townsend, P.O. Box 1725, Austin, Texas 78767-1725.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this on the 7th day of July 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

*****ACTION MUST BE TAKEN TO SUSPEND THE EFFECTIVE DATE ON OR
BEFORE JULY 31, 2025*****

PURPOSE

Oncor Electric Delivery Company ("Oncor" or "the Company") filed an application on or about June 26, 2025 with cities retaining original jurisdiction seeking to increase system-wide transmission and distribution rates by about \$834 million or approximately 13% over present revenues. The Company asks the City to approve a 12.3% increase in residential rates and a 51.0% increase in street lighting rates. If approved, an average residential customer would see a bill increase of about \$7.90 per month.

The resolution suspends the July 31, 2025 effective date of the Company's rate increase for the maximum period permitted by law to allow the City, working in conjunction with the Steering Committee of Cities Served by Oncor, to evaluate the filing, determine whether the filing complies with law, and if lawful, to determine what further strategy, including settlement, to pursue.

The law provides that a rate request made by an electric utility cannot become effective until at least 35 days following the filing of the application to change rates. The law permits the City to suspend the rate change for 90 days after the date the rate change would otherwise be effective. **If the City fails to take some action regarding the filing before the effective date, Oncor's rate request is deemed administratively approved.**

DISCUSSION

The City of Sherman is a member of a 170-city coalition known as the Steering Committee of Cities Served by Oncor ("Steering Committee"). The Steering Committee has been in existence since the late 1980s. It took on a formal structure in the early 1990s when cities served by the former TXU gave up their statutory right to rate case expense reimbursement in exchange for higher franchise fee payments. Empowered by city resolutions and funded by *per capita* assessments, the Steering Committee has been the primary public interest advocate before the Public Utility Commission, the Courts, and the Legislature on electric utility regulation matters for the last 30 years.

Although Oncor has increased rates many times over the past few years, this is the first comprehensive base rate case for the Company since May 2022.

Explanation of "Be It Resolved" Paragraphs:

Section 1. The City is authorized to suspend the rate change for 90 days after the date that the rate change would otherwise be effective for any legitimate purpose. Time to study and investigate the application is always a legitimate purpose. Please note that the resolution refers to the suspension period as "the maximum period allowed by law" rather than ending by a specific date. This is because the Company controls the effective date and can extend the deadline for final city action to increase the time that the City retains jurisdiction if necessary to

reach settlement on the case. If the suspension period is not otherwise extended by the Company, the City must take final action on Oncor's request to raise rates by July 31, 2025.

Section 2. This provision authorizes the Steering Committee, consistent with the City's resolution approving membership in the Steering Committee, to act on behalf of the City at the local level in settlement discussions, in preparation of a rate ordinance, on appeal of the rate ordinance to the PUC, and on appeal to the Courts. Negotiating clout and efficiency are enhanced by the City cooperating with the Steering Committee in a common review and common purpose. Additionally, rate case expenses are minimized when the Steering Committee hires one set of attorneys and experts who work under the guidance and control of the Executive Committee of the Steering Committee.

Section 3. The Company will reimburse the Steering Committee for its reasonable rate case expenses. Legal counsel and consultants approved by the Executive Committee of the Steering Committee will submit monthly invoices that will be forwarded to Oncor for reimbursement. No individual city incurs liability for payment of rate case expenses by adopting a suspension resolution.

Section 4. This section merely recites that the resolution was passed at a meeting that was open to the public and that the consideration of the Resolution was properly noticed.

Section 5. This section provides that both Oncor and Steering Committee counsel will be notified of the City's action by sending a copy of the approved and signed resolution to certain designated individuals.



City Council Regular Meeting

Agenda Item No. I.1.

Meeting Date: 7/7/2025

Prepared By: Shawn Hackworth, IT Manager

Approved By: Zachary Flores, Acting City Manager

Caption:

*** Payment Authorization**

Authorization to pay for NeoGov Onboard annual services under the Omnia Partners (COBB COUNTY) IT Products and Services(# 23-6692-03)

Issue:

Authorization to pay for NeoGov annual services for Onboard, Eforms, Single SignOn, Insight, and New Hire Export under the Omnia Partners (COBB COUNTY) IT Products and Services(# 23-6692-03)

Background:

Software as a Service for the Human Resources department for Onboard, Eforms, Single SignOn, Insight, and New Hire Export.

Capital Improvement Program:

Origination:

Information Technology Department

Financial Consideration:

Cost is \$54,131.96 for period October 2024 to September 2025. Funds available in current fiscal year.

Staff Recommendation:

Staff recommends approval

Alternatives:

As directed by Council

Attachments:

1. Quotation NeoGov 2024 #0228514903 - City of Sherma

Account name: 10790250

CITY OF SHERMAN
220 W MULBERRY ST
SHERMAN TX 75090-5832

SHIP-TO

CITY OF SHERMAN
220 W MULBERRY ST
SHERMAN TX 75090-5832

Quotation

Quotation Number : [0228514903](#)
Document Date : 05-JUN-2025
PO Number :
PO Release :
Sales Rep : Trevor Blass
Email : TREVOR.BLASS@INSIGHT.COM
Phone :

We deliver according to the following terms:

Payment Terms : Net 30 days
Ship Via : Electronic Delivery
Terms of Delivery : FOB DESTINATION
Currency : USD

Material	Material Description	Quantity	Unit Price	Extended Price
NG-ONB2024	NEOGOV ONBOARD - SUBSCRIPTION LICENSE - LICENSE OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 16245.99 Discount: 13.085%	1	14,120.22	14,120.22
NG-EFM2024	NEOGOV EFORMS - SUBSCRIPTION LICENSE - 1 LICENSE Coverage Dates: 05-JUN-2025 - 05-JUN-2026 OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 23208.99 Discount: 13.085%	1	20,172.05	20,172.05
NG-SSO2024	NEOGOV SINGLE SIGN-ON - SUBSCRIPTION - 1 LICENSE Coverage Dates: 05-JUN-2025 - 05-JUN-2026 OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 1999.99 Discount: 13.118%	1	1,737.64	1,737.64
NG-ISGHTSUB2024	NEOGOV INSIGHT - SUBSCRIPTION LICENSE - 1 LICENSE Coverage Dates: 05-JUN-2025 - 05-JUN-2026 OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 18567.99 Discount: 13.088%	1	16,137.85	16,137.85
NG-NHESUB2024	NEOGOV NEW HIRE EXPORT (IN+ON DATA) - SUBSCRIPTION LICENSE - 1 LICENSE Coverage Dates: 05-JUN-2025 - 05-JUN-2026 OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 2259.99 Discount: 13.088%	1	1,964.20	1,964.20

Product Subtotal	54,131.96
TAX	0.00
Total	54,131.96

Lease & Financing options available from Insight Global Finance for your equipment & software acquisitions. Contact your Insight account executive for a quote.

Thank you for choosing Insight. Please contact us with any questions or for additional information about Insight's complete IT solution offering.

Sincerely,

Trevor Blass

TREVOR.BLASS@INSIGHT.COM

To purchase under this contract, your agency must be registered with OMNIA Partners Public Sector.

Insight Global Finance has a wide variety of flexible financing options and technology refresh solutions. Contact your Insight representative for an innovative approach to maximizing your technology and developing a strategy to manage your financial options.

This purchase is subject to Insight's online Terms of Sale unless you are purchasing under an Insight Public Sector, Inc. contract vehicle, in which case, that agreement will govern. Insight's online Terms of Sale can be found at the "terms-and-policies" link below.

SOFTWARE AND CLOUD SERVICES PURCHASES: If your purchase contains any software or cloud computing offerings ("Software and Cloud Offerings"), each offering will be subject to the applicable supplier's end user license and use terms ("Supplier Terms") made available by the supplier or which can be found at the "terms-and-policies" link below. By ordering, paying for, receiving or using Software and Cloud Offerings, you agree to be bound by and accept the Supplier Terms unless you and the applicable supplier have a separate agreement which governs.

HARDWARE PURCHASES: Tariffs imposed by the United States government on technology-related products may lead to cost increases for manufacturers and suppliers, who then pass these increases on to partners like Insight. Additionally, supply constraints, production delays, component shortages, and logistical pressures have contributed to cost increases and product shipment delays from manufacturers and suppliers. Insight is actively engaged with its contracting officials, suppliers, and partners to address these challenges. While we strive to honor initial price proposals and quotes, the fluid nature of the impact on manufacturer and supplier costs and product availability due to tariffs and supply disruptions could require a requote, subject to the contract terms if the purchase is being made under an Insight Public Sector, Inc. contract vehicle, before finalizing any subsequent or impacted proposals, quotes, and orders.
<https://www.insight.com/terms-and-policies>



SHERMAN CITY COUNCIL Agenda Communication Form

City Council Regular Meeting

Agenda Item No. J.1.

Meeting Date: 7/7/2025

Prepared By: Kylar Christison, Wastewater Project Manager

Approved By: Zachary Flores, Acting City Manager

Caption:

***Other Business**

Purchase of Chemicals for the South MBR WWTP under Emergency Designation.

Issue:

To approve the purchase of chemicals allowing for the startup of the South MBR WWTP under Emergency Designation.

Background:

The contractor for the city's new MBR WWTP has requested that the city have the initial quantities of operational chemicals available on-site in early July as they need to start bringing the plant online. In order to meet this timeline, purchase under emergency designation is necessary.

The city has issued an RFP for future wastewater treatment chemical needs.

Capital Improvement Program:

N/A

Origination:

Chemicals are needed for startup activities at the South MBR WWTP to allow the contractor's activities to proceed as scheduled.

Financial Consideration:

Cost for chemicals needed to last the plant until the RFP process is complete is estimated at approximately \$110,000 - funded in the WWTP annual operating budget.

Staff Recommendation:

Staff recommends approval

Alternatives:

Council may deny this request.

Attachments:

1. MicroC 2000 - EOSi - Quote
2. Garrison Minerals Quote - Magnesium Hydroxide
3. Citric acid & Sodium Hypochlorite Quote - Brenntag

Environmental Operating Solutions, Inc.

53 Portside Drive

Pocasset, MA 02559

Phone: (508)-743-8440

Toll Free: (866)-MicroC-1

www.MicroC.com

EOSi Representative: Jay Cronin
jay.cronin@microc.com
970-214-5386



Customer Quote

Quote Date: 6/25/2025

Valid Through: 7/31/2025

Customer Info:
Kyler Christison
City of Sherman South WWTP
288 Post Oak Road
Sherman, TX 75090

Ship To:
Kyler Christison
City of Sherman South WWTP
1800 E FM 1417
Sherman, TX 75090

Product

Product	Packaging	Units	Total Gallons	Price/Gallon	Total Price
MicroC 2000	Bulk	1	4,500	\$ 3.65	\$ 16,425.00

Sales Tax not included

1. Payment Terms: Net 30 days
2. Product Terms: DAP as defined by Incoterms 2020
3. Equipment Terms [if applicable]: --
4. Orders: Minimum 10 business days order lead time
5. Orders: Order lead time < 5 business days may be subject to rush fees
6. Deliveries: 2 free hours of unloading time. Longer unloading time may be subject to additional fees
7. Deliveries: Weekend and holiday deliveries may be subject to additional fees



Garrison Minerals
PO Box 2940
Denver, Colorado 80201
United States
sales@garrisonminerals.com
Phone: +17203897609

Price Quote: #0000502
Issued on: Jun 26, 2025
Expiry Date: Jul 25, 2025

Sherman TX: AlkapHix® Magnesium Hydroxide Slurry

Kylar Christison

kylarc@cityofsherman.com

288 Post Oak Road
Sherman, 75090
+1 903-892-7034

Product or Service	Quantity	Price	Line Total
AlkapHix® Magnesium Hydroxide Slurry Per gallon Delivered to: City of Sherman WWTP 1800 E 1417 Sherman, TX 75090	1	\$2.57	\$2.57
Subtotal			\$2.57
Total Price:			\$2.57

Notes

Average full truckload = 3500-4000 gallons

Legal Terms

NET 30

TAXES: All applicable taxes shall be paid by the Buyer unless a proper exemption is provided and validated.

Brenntag Southwest, Inc.
704 E Wintergreen Rd
Lancaster, TX 75134

To: Kylar Christison, City of Sherman WWTP
From: Dana Saul
CC: Amy Williamson
Date: 6-26-25
Subject: Price Quote

Please review the following chemical pricing. Pricing should hold for 30 days.

Product Name	Product Code	Container	Price	Extended
Citric Acid 50%	165471	3345#	.79/lb	\$2,642.55
Sodium Hypochlorite 10%	110413	275 gal	3.25/gal	\$893.75
Merch Total				\$3,536.30
Fuel Surcharge				\$ Waived
Total				\$3,536.30

Thank you for the quote request.

If you have any questions, or need any further information, please let me know.

Thank you,

Dana Saul
Account Manager
Brenntag Essentials North America Central Southwest

Brenntag Southwest, Inc.
704 E. Wintergreen Rd.
Lancaster, Texas 75134
United States of America

E-Mail: Dana.Saul@brenntag.com

2025

Council Calendar

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

February						
Su	Mo	Tu	We	Th	Fr	Sa
						1
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23	24	25	26	27	28	

March						
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30	31					

April						
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May						
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June						
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July						
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27	28	29	30	31		

August						
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31						

September						
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28	29	30				

October						
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26	27	28	29	30	31	

November						
Su	Mo	Tu	We	Th	Fr	Sa
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30						

December						
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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]