CITY OF SHERMAN
CITY COUNCIL REGULAR MEETING AGENDA
COUNCIL CHAMBERS OF THE CITY HALL
220 WEST MULBERRY STREET
SHERMAN, TEXAS
MONDAY, NOVEMBER 17, 2025
5:00 PM

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

A.2. PLEDGE OF ALLEGIANCE AND INVOCATION LED BY MAYOR SHAWN TEAMANN.

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

Declare Results of the November 4, 2025 Regular Municipal Elections

CANVASS OF ELECTION RETURNS

C.1. RESOLUTION NO. 7593

Canvassing the Election Returns of the November 4, 2025 General Election for the Purpose of Electing Two Members of the City Council of the City of Sherman (District No. 1 and District No. 3) to Fill Expiring Terms; Declaring the Results of the Election for the Offices of Council Member District No. 1 and District No. 3;

Oath of Office

Deputy Mayor Election

Citizen Comments

F.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

G.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

H.1. SPECIAL PRESENTATION

Sherman Parks and Recreation received several awards through TRAPs, top 3 Municipal Excellence finalist at TML, and recognition in a national publication for playground design.

Public Hearing

I.1. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6888

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land Consisting Of 0.1286 Acres, Being A Part Of W. Elliott’s Addition, George B. Pilant Survey, Abstract No. 963,

Lot 15 And The South 15 Feet Of Lot 14, Block 9, City Of Sherman, Grayson County, Texas, Located At 702 South Throckmorton Street, Heretofore Zoned R-6 (Single Family Residential) District; Rezoning And Placing The Tract In The R-4 (Patio Home Residential) District Zoning Classification, Wright Construction & Development LLC (Owner) And Copley Land Surveying (Surveyor) Providing For A Penalty Not To Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

I.2. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6889

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, And Granting A Specific Use Permit To Allow Schools; Elementary, High, College And Universities, Public, Private, Or Denominational In A MF-30 (Multi-Family Residential) District, Located At 818 South Travis Street, Consisting Of 0.487 Acres Being Lot 10, Block 4, Of Hare And Randolph's Addition, City Of Sherman, Grayson County, Texas Jermey Parnell (Owner), Felicitas Smith (Applicant) And Kate A. Wagner (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

I.3. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6890

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land Consisting Of 11.79 Acres Being Part Of G.B. Pilant Survey, Abstract No. 963, City Of Sherman, Grayson County, Texas, Located In The 1601 Block South Willow Street, Heretofore Zoned R-6 (Single-Family Residential) District; Rezoning And Placing The Tract In The PD (Planned Development) District Zoning Classification, With A Base Zoning Of R-TH (Townhome Residential) District Classification, Equity Trust Co Custodian FMO Marius Meintjes Ira (Owner), And Bryan Weisgerber (Representative/Engineer), And Underwood Drafting & Surveying (Surveyor) Providing For A Penalty Not To Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

I.4. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6891

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land Consisting Of 0.1814 Acres Being Lot 5, Block 8, College Park Addition, City Of Sherman, Grayson County, Texas, Located At 820 North Harrison Avenue, Heretofore Zoned R-6 (Single Family Residential) District/College Park Overlay Rezoning And Placing The Tract In The R-2F (Duplex Residential) District/College Park Overlay District Zoning Classification, Rosalba Gomez (Owner) Providing For A Penalty Not To Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

I.5. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6892

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land Consisting Of 1.550 Acres Being Lot 5, Oaks Of Norwood, City Of Sherman, Grayson County, Texas, Located At 2217 Norwood Street, Heretofore Zoned MF-30 (Multifamily Residential) District Rezoning And Placing The Tract In The R-6 (Single Family Residential) District Zoning Classification, Monique Wakefield (Owner) And Underwood Drafting & Surveying (Surveyor) Providing For A Penalty Not To Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

I.6. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6893

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, Repealing Ordinance 6792, And Granting A Specific Use Permit To Allow Hotel Or Motel In A C-1 (Retail Business) District Located At 2105 Texoma Parkway, Consisting Of 8.441 Acres Being In The Smith Mcglothlin Survey, Abstract No. 808 And The J.B. Mcanair Survey, Abstract No. 763, City Of Sherman, Grayson County, Texas Nilesh Golakia (Owner) And Bluestar Surveying LLC (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

I.7. INTRODUCTION AND PUBLIC HEARING ORDINANCE NO. 6894

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 Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land Consisting Of 0.328 Acres Being Part Of Samuel Blagg Survey, Abstract No. 56 And Being Proposed Lots 1 And 2, 1432 South Elm Street Addition, City Of Sherman, Grayson County, Texas, Located At 1432 South Elm Street, Heretofore Zoned R-6 (Single-Family Residential) District; Rezoning And Placing The Tract In The R-2F (Duplex Residential) District Zoning Classification, Timothy And Susan Marrs (Owner), Sriram Kothandan (Applicant), Underwood Drafting & Surveying (Surveyor) Providing For A Penalty Not To Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

I.8. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6895**

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land Consisting Of 0.128 Acres Being Part Of Samuel Blagg Survey, Abstract No. 56, And Being Proposed Lot 3, 1432 South Elm Street Addition, City Of Sherman, Grayson County, Texas, Located At 1432 South Elm Street, Heretofore Zoned R-6 (Single-Family Residential) District; Rezoning And Placing The Tract In The R-4 (Patio Home Residential) District Zoning Classification, Timothy And Susan Marrs (Owner), Sriram Kothandan (Applicant), Underwood Drafting & Surveying (Surveyor) Providing For A Penalty Not To Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

I.9. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6896**

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, And Granting A Specific Use Permit To Allow Warehousing With Outdoor Storage In A C-2 (General Commercial) District, Located At 4900 Block North FM 1417 (Heritage Parkway), Consisting Of 18.368 Acres Being In The Alfred Hume Survey Addition, Abstract No. 522, City Of Sherman, Grayson County, Texas Sherman 1417 Industrial, LLC (Owner), Alison Rutherford (Applicant) And Eagle Surveying, LLC (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

I.10. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6897**

Amending The Code Of Ordinances Of The City Of Sherman, Texas, Chapter 10 (Subdivision Regulation); Modifying Regulations Relating To Open Space Requirements For Certain Subdivisions; 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;

I.11. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6898**

Amending The Code Of Ordinances Of The City Of Sherman, Texas, Chapter 14 (Zoning Ordinance), Article 14.01 (General Provisions), Article 14.02 (Zoning Districts), Article 14.04 (Supplementary District Regulations), Article 14.06 (Development Procedures) And Article 14.08 (Definitions); Modifying Certain Existing Regulations And Prescribing New Regulations Related To Interpretation, Usable Open Space Requirements, Architectural And Building Requirements, Minimum Requirements For Lot Area, Width And Setbacks, Garage Requirements, Infill Development, Site Plan Requirements And Definition Of The Term "Dwelling, Townhome"; 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

I.12. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6899**

Amending The Code Of Ordinances Of The City Of Sherman, Texas, Chapter 14 (Zoning Ordinance), Article 14.08 (Definitions) And Article 14.10 (Use Chart); Prescribing New Regulations Relating To The Land Uses Of Massage Establishments, Truck Stops, Household Care Facilities And Donation Boxes; Defining Terms; 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

I.13. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6900**

Amending the Composition of the Board of Directors for the Sherman, Texas, Tax Increment Reinvestment

Zone Number Eight, City of Sherman, Texas, Established Pursuant to Chapter 311 of the Texas Tax Code; Amending Ordinance No. 6476, Previously Approved by the City Council on May 2, 2022; Providing a Repealer Clause, Severability Clause and an Effective Date.

I.14. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6901

Abandoning one (1) 10-Foot Utility Easement Located in Lots 1 through 3 of North Creek Addition, Section Four and Lot 4R of North Creek Addition, Section Five, Being More Particularly Described in the Exhibit "A" Attached Hereto and Made a Part Hereof for all Purposes, which Utility Easement is Established in Instrument No. 2019-118 and further shown in Instrument No. 2021-28, Plat Records, Grayson County, Texas

I.15. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6902

Establishing Maximum, Reasonable and Prudent Rates of Speed on Certain Portions FM 1417 in the City of Sherman; Repealing all Ordinances and Parts of Ordinances in Conflict Herewith; Providing for a Penalty Clause with a maximum Fine of $,000; Providing Severabiity, repealing Clauses; Setting and Effective Date; and Declaring an Emergency

Close Public Hearing and Consider Adoption of Ordinances

J.1. CLOSE PUBLIC HEARING

Consider Adoption of Ordinances 6888, 6889, 6890, 6891, 6892, 6893, 6894, 6895, 6896, 6897, 6898, 6999, 6900, 6901 & 6902.

Resolutions

K.1. RESOLUTION NO. 7594

Authorizing the City Manager or his Designee to execute a Purchase and Sale agreement for the acquisition of real property from Vernon L. Krueger Holdings LLC and Vernon Lee Krueger and Becky Lynn Krueger, trustees of the Krueger Family Revocable Trust Agreement dated May 5, 2020, located at 219 W. Pecan Street, Being Part of Lot 4 and Part of Lot 5, Block "N" in the Black's addition, City of Sherman.

K.2. RESOLUTION NO. 7594

Authorizing Execution of a Development Agreement Between Lennar Homes of Texas Land and Construction, LTD and the City of Sherman, TX for Certain Public Improvements on Approximately 165.361 Acres Generally Located in the Travis Heights neighborhood, in the City of Sherman

K.3. ** RESOLUTION NO. 7595*

Awarding a Bid to and Authorizing Execution of a Contract with El Dorado Motors, Inc. dba El Dorado Chevrolet for the Purchase of Four Utility Trucks for the Distribution Services Department

K.4. ** RESOLUTION NO. 7597*

Authorizing Execution of a Chapter 380 Grant Agreement with Wildflowers on Sunday for the Grant of Incentives Pursuant to Chapter 380 of the Texas Local Government Code under the City's Main Street Reimbursement Program

K.5. ** RESOLUTION NO.7598*

Authorizing Execution of a Chapter 380 Grant Agreement with The Impeccable Poppy LLC for the Grant of Incentives Pursuant to Chapter 380 of the Texas Local Government Code under the City's Main Street Reimbursement Program

K.6. ** RESOLUTION NO. 7599*

Authorizing Execution of a Chapter 380 Grant Agreement with Radoniqi LLC for the Grant of Incentives

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

Pursuant to Chapter 380 of the Texas Local Government Code under the City's Main Street Reimbursement Program

K.7. **** RESOLUTION NO. 7600***
Authorizing Execution of an Agreement with 200 N Travis LLP Under the City of Sherman's Downtown Building Improvement Grant Program for Renovations at 200 N Travis Street

Change Orders

L.1. **** CHANGE ORDER NO. 3***
Approving the Greater Texoma Utility Authority's Intention to Approve Change Order No. 3 to the South Wastewater Treatment Plant - MBR

Consider Board/Commission Appointments

M.1. **BOARD/COMMISSION APPOINTMENT**
Council Audit Committee (3)

M.2. **BOARD/COMMISSION APPOINTMENT**
Investment Committee (1)

M.3. **BOARD/COMMISSION APPOINTMENT**
Tax Reinvestment Committee (2)

M.4. **BOARD/COMMISSION APPOINTMENT**
Tax Increment Financing Board #2 Chair

M.5. **BOARD/COMMISSION APPOINTMENT**
Tax Increment Reinvestment Zone #5 Chair

M.6. **BOARD/COMMISSION APPOINTMENT**
Tax Increment Reinvestment Zone #6 Chair

M.7. **BOARD/COMMISSION APPOINTMENT**
Tax Increment Reinvestment Zone #7 Chair

M.8. **BOARD/COMMISSION APPOINTMENT**
Tax Increment Reinvestment Zone #8 Board (4)
Tax Increment Reinvestment Zone #8 Board Chair

M.9. **BOARD/COMMISSION APPOINTMENT**
Tax Increment Reinvestment Zone #9 Board Chair

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:

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

O.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.

O.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.

O.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.

O.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

O.5. **TEX. GOV'T CODE § 551.076**

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

O.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.

O.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

R.1.

2025 Council Calendar

CERTIFICATION

I, the undersigned authority, do hereby certify that the above Notice of Regular Meeting of the City Council of the City of Sherman is a true and correct copy of said Notice and that I posted a true and correct copy of said Notice on the bulletin board at City Hall of said City of Sherman, Texas, a place convenient to the public, and said notice was posted on Tuesday, November 11, 2025 at or before 11:59 p.m., and said time of posting was three business days prior to said meeting was convened or called to order.

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

Dated this 11th day of November 2025. City of Sherman, Texas



_____

Teri Fine, City Clerk

The above agenda schedule represents an estimate of the order for the indicated items and is subject to change at any time. All agenda items are subject to final action by the City Council.

An unscheduled closed executive session may be held if the discussion of any of the above agenda items concerns the purchase, exchange, lease or value of real property; the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee; the deployment or use of security personnel or equipment; or requires consultations with the City Attorney.

At the discretion of the City Council, non-agenda items under the headings of "Citizens Requests", "Media Questions", and "Council Concerns" may be presented to the Council for informational purposes; however, by law, the Council shall not discuss, deliberate, or vote upon such matters except that a statement of specific factual information, a recitation of existing policy, and deliberations concerning the placing of the subject on a subsequent agenda may take place.

The City Attorney has approved the Executive Session items on this agenda

PERSONS WITH DISABILITIES, WHO PLAN TO ATTEND THIS MEETING AND WHO MAY NEED ASSISTANCE, ARE REQUESTED TO CONTACT THE CLERKS OFFICE AT (903) 892-7206, TWO (2) WORKING DAYS PRIOR TO THE MEETING SO THAT APPROPRIATE ARRANGEMENTS CAN BE MADE.

Mayor	Deputy Mayor	Council Members	
Shawn C. Teamann	Juston Dobbs	Henry Marroquin, Council-At-Large, PL #1	Josh Stevenson, Council – District #2
		Juston Dobbs, Council-At-Large, PL #2	Pamela L. Howeth, Council – District #3
		Clay Barnett, Council – District #1	Daron Holland, Council – District #4

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

People - Quality - Image

ACTION MINUTES

The City Council of the City of Sherman held a regular meeting on Monday, November 3, 2025 at 5:00 P.M. in the Council Chambers at 220 W. Mulberry 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 00:05:55

Mayor Shawn Teamann called the meeting to order at 5:00pm

Council Members Present:
Mayor Shawn Teamann
Deputy Mayor Juston Dobbs
Council Member Pam Howeth
Council Member Josh Stevenson
Council Member Henry Marroquin
Council Member Clay Barnett

Council Members Absent:
Council Member Daron Holland

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

Bookmarked at 00:06:12

A.3. **APPROVE MINUTES OF THE CALLED JOINT TRAINING MEETING BETWEEN THE CITY COUNCIL AND THE PLANNING AND ZONING COMMISSION OF OCTOBER 9, 2025 AND THE REGULAR CITY COUNCIL MEETING OF OCTOBER 20, 2025.**

Bookmarked at 00:07:19

The City Council reviewed the minutes of Called Joint Training Meeting Between the City Council and the Planning and Zoning Commission of October 9, 2025 and the Regular City Council Meeting of October 20, 2025. Motion by Council Member Barnett to approve the Minutes as written. Second by Council Member Stevenson. All present voted AYE.

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.

Bookmarked at 00:07:49

Proclamations

C.1. NATIONAL ALZHEIMER'S AWARENESS MONTH 2025

National Alzheimer's Awareness Month 2025

Bookmarked at 00:07:59

Public Hearing

D.1. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6886

Amending the Code of Ordinances of the City of Sherman, Texas, Chapter 4 (Business Regulations), Article 4.06 (Continuous Sales of Merchandise in Residential District; Occasional Sales); Prescribing new regulation relating to garage sales; defining terms; Providing a Penalty Clause with a Maximum Fine of $500, Savings/Repealing Clause, Severability Clause and an Effective Date; Providing for the Publication of the Caption hereof

Bookmarked at 00:08:55

D.2. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6887

Amending the Code of Ordinances of the City of Sherman, Texas, Chapter 1 (General Provisions), Article 1.06 (Public Records), Division 2 (Records Management); Modifying Certain Regulations and Prescribing New Regulations Relating to Records Management; Providing a Severability Clause and the Repeal of All Ordinances in Conflict Herewith

Bookmarked at 00:09:55

Close Public Hearing and Consider Adoption of Ordinances

E.1. CLOSE PUBLIC HEARING

Consider Adoption of Ordinances 6886 & 6887

Bookmarked at 00:10:33

Council Member Howeth made a motion to adopt ordinance nos 6886 and 6887. Second made by Deputy Mayor Dobbs.

VOTING AYE: TEAMANN, DOBBS, HOWETH, STEVENSON, MARROQUIN AND BARNETT
VOTING NAY: NONE.
MOTION CARRIED.

Resolutions

F.1. RESOLUTION NO. 7591

Awarding a Bid to and Authorizing Execution of a Contract with Iron T Construction, Inc. Based on an Invitation to Bid for the McGee Street Bridge Rehab Project

Bookmarked at 00:12:30

Council Member Howeth made a motion to approve resolution no. 7591. Second made by Council Member Barnett

VOTING AYE: TEAMANN, DOBBS, HOWETH, STEVENSON, MARROQUIN AND BARNETT
VOTING NAY: NONE.
MOTION CARRIED.

F.2. **RESOLUTION NO. 7592**

Authorizing the Execution of a Chapter 380 Grant Agreement with FRC Sherman Retail LLC and FRC Raven Sherman TX LLC for the Grant of Incentives Pursuant to Chapter 380 of the Texas Local Government Code for the Construction of a Hotel and Restaurants located east of US 75 and North Lamberth Road

Bookmarked at 00:16:53

Council Member Stevenson made a motion to approve resolution no. 7592. Second made by Deputy Mayor Dobbs

VOTING AYE: TEAMANN, DOBBS, HOWETH, STEVENSON, MARROQUIN AND BARNETT
VOTING NAY: NONE.
MOTION CARRIED.

Other Business

G.1. **OTHER BUSINESS**

Consider Approval of the Annexation Scheduling Plan for the Proposed Annexation of Approximately 234.484 acres of land located Near the Corner of FM 697 and SH 11 and in the City of Sherman's Extraterritorial Jurisdiction; and Directing the Department of Engineering Services to Develop a Service Plan for the Area to be Annexed Upon Approval of the Annexation Scheduling Plan

Bookmarked at 00:19:25

Council Member Stevenson made a motion to approve other business item G. 1 and changed the public hearing day to December 1, 2025. Second made by Council Member Howeth

VOTING AYE: TEAMANN, DOBBS, HOWETH, STEVENSON, MARROQUIN AND BARNETT
VOTING NAY: NONE.
MOTION CARRIED.

G.2. **OTHER BUSINESS**

Approve the Investment Reports for the Quarter Ended September 30, 2025

Bookmarked at 00:21:13

Council Member Stevenson made a motion to approve other business item G. 2. Second made by Deputy Mayor Dobbs.

VOTING AYE: TEAMANN, DOBBS, HOWETH, STEVENSON, MARROQUIN AND BARNETT
VOTING NAY: NONE.
MOTION CARRIED.

Consider Board/Commission Appointments

H.1. **BOARD/COMMISSION APPOINTMENT**

Sherman Housing Authority (1)

Bookmarked at 00:22:17

Council Member Barnett made a motion to approve resolution no. 7587. Second made by Council Member Howeth

VOTING AYE: TEAMANN, DOBBS, HOWETH, STEVENSON, MARROQUIN AND BARNETT
VOTING NAY: NONE.
MOTION CARRIED.

COUNCIL COMMENTS

Bookmarked at 00:22:54

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

EXECUTIVE SESSION

Bookmarked at 00:23:54

Mayor Teamann adjourned to executive session at 5:18pm.

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

J.1. **TEX. GOV'T CODE § 551.071**

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

a) Receive legal advice regarding the Sherman Housing Authority
b) Receive legal advice regarding Low-Income Housing Tax Credit (LIHTC) Program and other incentive proposals concerning multifamily developments

J.2. **TEX. GOV.'T CODE § 551.072**

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

J.3. **TEX. GOV'T CODE § 551.073**

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

J.4. **TEX. GOV'T CODE § 551.074**

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

J.5. **TEX. GOV'T CODE § 551.076**

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

J.6. **TEX. GOV'T CODE § 551.087**

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

J.7. **TEX. GOV'T CODE § 551.089**

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

The Council reconvenes into General Session

Bookmarked at 1:42:13

Mayor Teaman reconvenes into general session at 6:32pm

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

BOARD/COMMISSION APPOINTMENT

Sherman Housing Authority (1)

Bookmarked at 01:42:17

Council Member Stevenson made a motion to appoint Zach Hefton to the Sherman Housing Authority Board. Second made by Council Member Barnett

VOTING AYE: TEAMANN, DOBBS, HOWETH, STEVENSON, MARROQUIN AND BARNETT
VOTING NAY: NONE.
MOTION CARRIED.

Adjourn

Bookmarked at 1:42:39

Council Member Stevenson moves to adjourn the meeting. Second by Council Member Howeth.
VOTING AYE: TEAMANN, DOBBS, HOWETH, STEVENSON, MARROQUIN AND BARNETT
VOTING NAY: NONE.
MOTION CARRIED.
Mayor Teamann adjourned the meeting at 6:33 p.m.

_____
MAYOR

_____
CITY CLERK OR DESIGNEE

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. C.1.

Meeting Date: 11/17/2025

Prepared By: Teri Fine, Assistant to the City Manager

Approved By: Zachary Flores, City Manager

Caption:

RESOLUTION NO. 7593

Canvassing the Election Returns of the November 4, 2025 General Election for the Purpose of Electing Two Members of the City Council of the City of Sherman (District No. 1 and District No. 3) to Fill Expiring Terms; Declaring the Results of the Election for the Offices of Council Member District No. 1 and District No. 3;

Issue:

In order to comply with the Texas Election Code, the City Council must canvass the results of the elections no earlier than the 3rd day after the election and no later than the 11th day after the election. Since the 11th day is on Saturday, November 15, 2025, the deadline is extended to Monday, November 17, 2025. Therefore, the canvass must be held between November 7 and November 17, 2025. The Early Voting Ballot Board met on November 10th to process Provisional Ballots and to determine which ones meet the requirements to be counted. The Resolution with the final votes will be provided to the City Council at the Council Meeting.

Background:

Pursuant to Section 67.003 of the Election Code, each local authority shall convene to conduct the canvass of returns at a specific time after the Election date.

Capital Improvement Program:

Origination:

Financial Consideration:

There is no specific cost associated with canvassing the Election and this resolution.

Staff Recommendation:

It is recommended that the City Council canvass the Elections held on November 4, 2025 and adopt Resolution No. XXXX.

Alternatives:

There is no viable alternative.

Attachments:

1. Resolution No. 7593

RESOLUTION NO. 7593

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, CANVASSING THE ELECTION RETURNS OF THE NOVEMBER 4, 2025 GENERAL ELECTION FOR THE PURPOSE OF ELECTING TWO MEMBERS OF THE CITY COUNCIL OF THE CITY OF SHERMAN (DISTRICT NO. 1 AND DISTRICT NO. 3) TO FILL EXPIRING TERMS; DECLARING THE RESULTS OF THE ELECTION FOR THE OFFICES OF COUNCIL MEMBER, DISTRICT NO. 1 AND DISTRICT NO. 3; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; PROVIDING SAVINGS, REPEALING AND SEVERABILITY CLAUSES AND AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Sherman, Texas ("City Council") duly authorized a General Election to be held within the City of Sherman, Texas ("City") on November 4, 2025 ("General Election") for the purpose of electing two members of the Sherman City Council (District No. 1 and District No. 3), to fill expiring terms; and

WHEREAS, the General Election was administered by the Grayson County Elections Administrator; and

WHEREAS, the Grayson County Elections Administrator has made the return of the General Election results and delivered the same to the City Council in the time and manner required by law; and

WHEREAS, the returns lawfully submitted to the City Council and filed with the City Secretary are set forth in Exhibit A and incorporated herein for all purposes; and

WHEREAS, the City Council finds that the General Election was duly called; that notice of the General Election was given in accordance with the law and City Charter; that the General Election was held in accordance with the law and City Charter; that the General Election returns were duly and legally made and delivered; and that there were cast at the General Election valid and legal votes; and

WHEREAS, the City Council, having canvassed the combined early voting and election day accumulated totals for the General Election in accordance with Texas law and the City Charter, finds that the votes cast result in the following:

	TOTAL VOTES
COUNCIL MEMBER, DISTRICT NO. 1	
Clay Barnett	1,810
Sandra Melton	1,179

COUNCIL MEMBER, DISTRICT NO. 3

Pamela Howeth	2,281

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

SECTION 1. The returns of the General Election as set forth herein are declared to be official. Accordingly, Clay Barnett is hereby declared elected to the office of City Council District No. 1, subject to issuance of the Certificate of Election, the filing of the Statement of Officer and the taking of the oaths provided by the laws of the State of Texas. Pamela Howeth is hereby declared elected to the office of City Council District No. 3, subject to issuance of the Certificate of Election, the filing of the Statement of Officer and the taking of the oaths provided by the laws of the State of Texas.

SECTION 2. The City Council hereby approves and accepts the results of the General Election as set forth in the returns attached hereto as Exhibit A, as determined by the majority vote of the qualified voters of the City.

SECTION 3. The City Council finds that, in accordance with the Resolution of this governing body, the Clerk posted written notice of the date, place, and subject of this meeting on the bulletin board located at the Sherman City Hall, a place convenient and readily accessible to the general public, and said notice having been so posted and remaining posted continuously for at least three business days preceding the date of said meeting.

SECTION 4. The City Council finds 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.

SECTION 5. Should any section, subsection, sentence, clause or phrase of this Resolution be declared unconstitutional and/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, regardless of whether any one or more sections, subsections, sentences, clauses or phrases is declared unconstitutional and/or invalid.

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

SECTION 7. This Resolution shall become effective from and after its adoption.

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

CITY OF SHERMAN, TEXAS

BY: _____
SHAWN TEAMANN, MAYOR

ATTEST:

BY: _____
TERI FINE, CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

Exhibit A
Certified Election Returns

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. F.1.

Meeting Date: 11/17/2025

Prepared By:

Approved By:

Caption:

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.

Issue:

K. 3. **** RESOLUTION NO. 7595***
Awarding a Bid to and Authorizing Execution of a Contract with El Dorado Motors, Inc. dba El Dorado Chevrolet for the Purchase of Four Utility Trucks for the Distribution Services Department

K. 4. **** RESOLUTION NO. 7597***
Authorizing Execution of a Chapter 380 Grant Agreement with Wildflowers on Sunday for the Grant of Incentives Pursuant to Chapter 380 of the Texas Local Government Code under the City's Main Street Reimbursement Program

K. 5. **** RESOLUTION NO.7598***
Authorizing Execution of a Chapter 380 Grant Agreement with The Impeccable Poppy LLC for the Grant of Incentives Pursuant to Chapter 380 of the Texas Local Government Code under the City's Main Street Reimbursement Program

K. 6. **** RESOLUTION NO. 7599***
Authorizing Execution of a Chapter 380 Grant Agreement with Radoniqi LLC for the Grant of Incentives Pursuant to Chapter 380 of the Texas Local Government Code under the City's Main Street Reimbursement Program

K. 7. **** RESOLUTION NO. 7600***
Authorizing Execution of an Agreement with 200 N Travis LLP Under the City of Sherman's Downtown Building Improvement Grant Program for Renovations at 200 N Travis Street

L. 1. **** CHANGE ORDER NO. 3***
Approving the Greater Texoma Utility Authority's Intention to Approve Change Order No. 3 to the South Wastewater Treatment Plant - MBR

Background:

Capital Improvement Program:

Origination:

Financial Consideration:

Staff Recommendation:

Alternatives:

Attachments:
None

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. G.1.

Meeting Date: 11/17/2025

Prepared By:

Approved By:

Caption:

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

Issue:

K. 3. **** RESOLUTION NO. 7595***
Awarding a Bid to and Authorizing Execution of a Contract with El Dorado Motors, Inc. dba El Dorado Chevrolet for the Purchase of Four Utility Trucks for the Distribution Services Department

K. 4. **** RESOLUTION NO. 7597***
Authorizing Execution of a Chapter 380 Grant Agreement with Wildflowers on Sunday for the Grant of Incentives Pursuant to Chapter 380 of the Texas Local Government Code under the City's Main Street Reimbursement Program

K. 5. **** RESOLUTION NO.7598***
Authorizing Execution of a Chapter 380 Grant Agreement with The Impeccable Poppy LLC for the Grant of Incentives Pursuant to Chapter 380 of the Texas Local Government Code under the City's Main Street Reimbursement Program

K. 6. **** RESOLUTION NO. 7599***
Authorizing Execution of a Chapter 380 Grant Agreement with Radoniqi LLC for the Grant of Incentives Pursuant to Chapter 380 of the Texas Local Government Code under the City's Main Street Reimbursement Program

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L. 1. **** CHANGE ORDER NO. 3***
Approving the Greater Texoma Utility Authority's Intention to Approve Change Order No. 3 to the South Wastewater Treatment Plant - MBR

Background:

Capital Improvement Program:

Origination:

Financial Consideration:

Staff Recommendation:

Alternatives:

Attachments:
None

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. H.1.

Meeting Date: 11/17/2025

Prepared By: Theresa Hutchinson, Park & Recreation Manager

Approved By: Zachary Flores, City Manager

Caption:
Special Presentation
Sherman Parks and Recreation received several awards through TRAPs, top 3 Municipal Excellence finalist at TML, and recognition in a national publication for playground design.

Issue:
The Parks and Recreation Department received several awards at the Texas Recreation and Parks Society North Regional Conference in Denton on November 3, 2025.

Background:
The Texas Recreation and Park Society (TRAPS) is a nonprofit organization dedicated to advancing education, professional development, and excellence in the parks, recreation, and leisure services field across Texas. Established more than 87 years ago, TRAPS serves as the leading professional association for park and recreation professionals in the state.

The North Region of TRAPS, which includes the Dallas–Fort Worth Metroplex and surrounding communities, recognizes exceptional achievements each year at its annual conference.

On November 3, the Sherman Parks and Recreation Department was honored with multiple awards, reflecting the City's continued commitment to providing high-quality programs and facilities for residents. The department received the Advocate of the Year Award in partnership with the Lions Club of Sherman for the Pecan Grove East All-Inclusive Playground, the Lone Star Programming Award for the Binkley Park Bike Fest, and Sean Hemperly was named Park Professional of the Year.

These awards build upon the growing recognition the department has received throughout the year and demonstrate Sherman's leadership and innovation in parks and recreation across the region, the state and nationally including: Our communities park project was named a Top 3 Municipal Excellence finalist by the Texas Municipal League, competing alongside some of the largest cities in Texas, and earned regional recognition for having the top-rated parks in Texoma. Additionally, work that will be featured in a leading national publication for playground design.

Capital Improvement Program:
N/A

Origination:
Parks and Recreation Department

Financial Consideration:

No Financial Consideration

Staff Recommendation:
No recommendation.

Alternatives:
No alternatives.

Attachments:
None

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. I.1.

Meeting Date: 11/17/2025

Prepared By: Rob Rae, Developmental Services Director

Approved By: Zachary Flores, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6888

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land Consisting Of 0.1286 Acres, Being A Part Of W. Elliott's Addition, George B. Pilant Survey, Abstract No. 963, Lot 15 And The South 15 Feet Of Lot 14, Block 9, City Of Sherman, Grayson County, Texas, Located At 702 South Throckmorton Street, Heretofore Zoned R-6 (Single Family Residential) District; Rezoning And Placing The Tract In The R-4 (Patio Home Residential) District Zoning Classification, Wright Construction & Development LLC (Owner) And Copley Land Surveying (Surveyor) Providing For A Penalty Not To Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

Issue:

Consideration of a Zone Change for 0.1286 acres of land located at 702 South Throckmorton Street from R-6 (Single Family Residential) District to R-4 (Patio Home Residential) District.

Background:

The property is located at 702 South Throckmorton Street. The owner is requesting a Zone Change from an R-6 (Single-Family Residential) District to an R-4 (Patio Home Residential) District to construct a single-family home.

The proposed zoning is consistent with the size of the lot.

The following has been approved for this location:

- 7/18/2025 - Preliminary Plat for Stella Addition (Conditional Approval)

Capital Improvement Program:

N/A

Origination:

Wright Construction & Development LLC (Owner) and Copley Land Surveying (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the October 21, 2025 regular meeting, the Planning and Zoning Commission voted 5/0 to recommend to City Council that the Zone Change be approved. **The proposed use is compatible with the City of Sherman Comprehensive Plan.**

Alternatives:
The City Council could deny the request.

Attachments:
1. Ordinance No. 6888
2. Exhibit A
3. Location Map
4. Zoning Map
5. Future Land Use Map
6. Property Notification Sign
7. Project Narrative
8. Elevations

ORDINANCE NO. 6888

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, TO REZONE A TRACT OF LAND CONSISTING OF 0.1286 ACRES, BEING A PART OF W. ELLIOTT'S ADDITION, GEORGE B. PILANT SURVEY, ABSTRACT NO. 963, LOT 15 AND THE SOUTH 15 FEET OF LOT 14, BLOCK 9, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED AT 702 SOUTH THROCKMORTON STREET, HERETOFORE ZONED R-6 (SINGLE FAMILY RESIDENTIAL) DISTRICT; REZONING AND PLACING THE TRACT IN THE R-4 (PATIO HOME RESIDENTIAL) DISTRICT ZONING CLASSIFICATION, WRIGHT CONSTRUCTION & DEVELOPMENT LLC (OWNER) AND COPLEY LAND SURVEYING (SURVEYOR) PROVIDING FOR A PENALTY NOT TO EXCEED $2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW

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

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

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

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

SECTION 1. That, from and after the effective date of this Ordinance, the property described in **Exhibit A – Survey and Legal Description**, attached hereto, located at 702 South Throckmorton Street and all streets, roads and alleyways contiguous and/or adjacent thereto, shall be rezoned and placed in the R-4 (Patio Home Residential) District, and that Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14, is hereby amended so as to hereafter include such property.

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

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

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

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

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

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

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

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

INTRODUCED on this the 17th day of November 2025.

ADOPTED on this the 17th day of November 2025.

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

CITY OF SHERMAN, TEXAS

BY: _____
SHAWN TEAMANN, MAYOR

ATTEST:

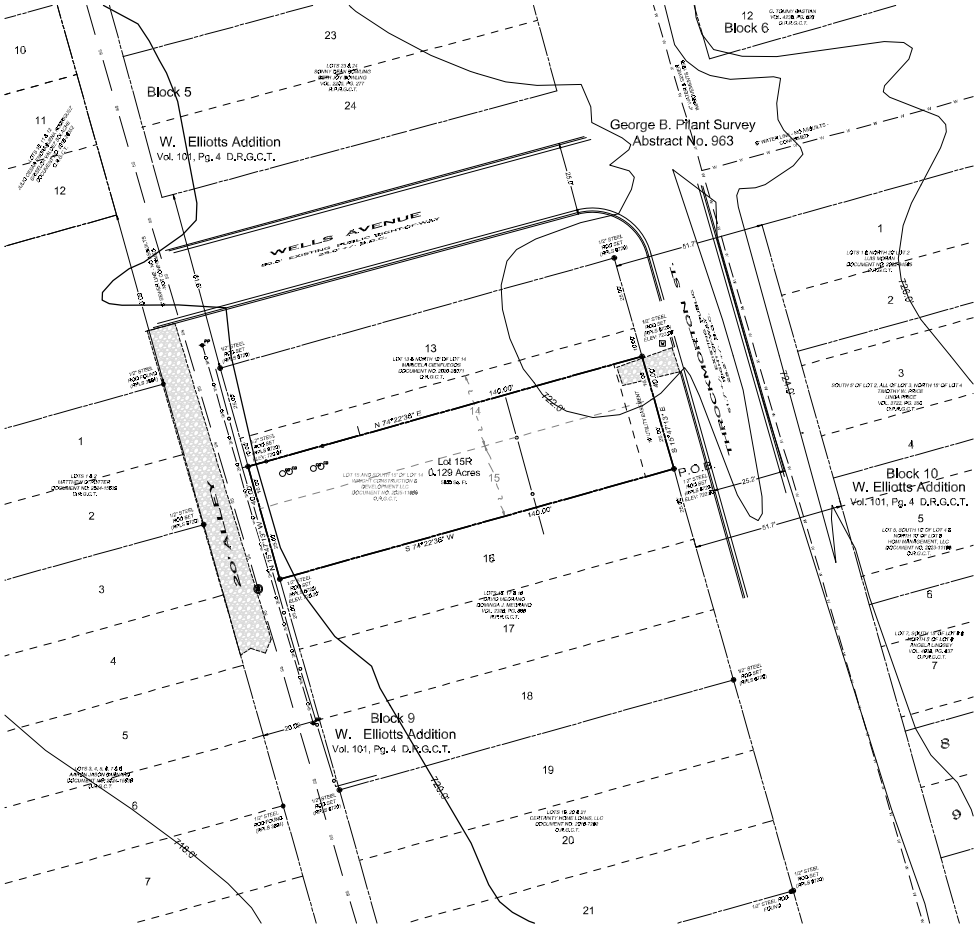
BY: _____
TERI FINE, CITY CLERK

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

BY: _____
RYAN PITTMAN, CITY ATTORNEY

EXHIBIT A

CLS Job# 250401519



N

W E

S

– BASIS OF BEARINGS –
TEXAS STATE PLANE COORDINATE SYSTEM
NORTH CENTRAL ZONE (4202)

Preliminary Certificate Block

City Engineer,
City of Sherman

Date

Attest:

City Clerk

Legend

Legal Description

Situated in the City of Sherman, County of Grayson, State of Texas, being a part of the George B. Pfant Survey, Abstract No. 963, and being Lot 15 and the South 15 feet of Lot 14, Block 9, W. Elliott's Addition, an addition to the City of Sherman, Texas as shown by plat of record in Volume 101, Page 4, Deed Records, Grayson County, Texas and being the same tract of land conveyed to Wright Construction & Development LLC by deed of record in Document No. 2025-11589, Official Records, Grayson County, Texas and being more particularly described by metes and bounds as follows:

Beginning at a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720 in the west line of Throckmorton Street for the southeast corner of said Lot 15, and the northeast corner of Lot 16 of said Block 9;

Thence **South 74°22'36" West**, along the south line of said Lot 15, and the north line of said Lot 16, Block 9, a distance of **140.00 feet** to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720 in the east line of the 20' alley of said Block 9;

Thence **North 15°47'13" West**, along the east line of said 20' alley and the west line of said Lots 15 and 14, a distance of **40.00 feet** to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720 for the northwest corner of said Wright Construction & Development LLC Tract and the southwest corner of a tract of land conveyed to Maricela Cienfuegos by deed of record in Document No. 2020-26071 of said Official Records;

Thence **North 74°22'36" East**, along the north line of said Wright Construction & Development LLC Tract and the south line of said Cienfuegos Tract, 15' from and parallel to the north line of said Lot 15, a distance of **140.00 feet** to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720 in the east line of said Lot 14, and the west line of said Throckmorton Street for the northeast corner of said Wright Construction & Development LLC Tract and the southeast corner of said Cienfuegos Tract;

Thence **South 15°47'13" East**, along the west line of said Throckmorton Street and the east line of said Block 9, a distance of **40.00 feet** to the **Point-of-Beginning** and containing **0.129 acres** of land.

KNOWN ALL MEN BY THESE PRESENTS:

That I, John C. Copley, Registered Professional Land Surveyor, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments thereon where properly placed, under my personal supervision, in accordance with the subdivision regulations of the City of Sherman, Texas.

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

Date

AVIGATION RELEASE

THE STATE OF TEXAS §
COUNTY OF GRAYSON §

WHEREAS, WRIGHT CONSTRUCTION & DEVELOPMENT LLC, hereinafter called OWNER (whether one or more), is the owner of a certain parcel of land situated in the City of Sherman, Grayson County, Texas, being more particularly described as Stella Addition, an addition to the City of Sherman, Grayson County, Texas.

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

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

Executed this ___ day of _____, 2025.

By:_____
BRAEDEN WRIGHT
CEO OF WRIGHT CONSTRUCTION & DEVELOPMENT LLC

~ GENERAL NOTES ~

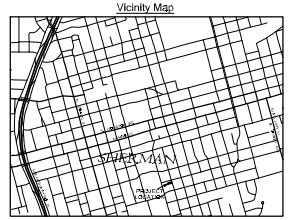
1. Water Supply to be provided by the City of Sherman.
2. Sewer service to be provided by the City of Sherman.
3. Electrical service is provided by Oncor Electrical Delivery.
4. Blocking the flow of water or construction of improvements in drainage easements, and filling or obstruction of the floodway is prohibited.
5. Any existing creeks or drainage channels traversing along or across the addition will remain as open channels and will be maintained by the individual owners of the lot or lots that are traversed by or adjacent to the drainage courses along or across said lots.
6. The City of Sherman will not be responsible for the maintenance and operation of said drainage ways or for the control of erosion.
7. Neither the City of Sherman nor the undersigned surveyor will be responsible for any damage, personal injury, or loss of life or property occasioned by flooding or flooding conditions.
8. The owners and/or builders must comply with all other local, state and federal regulations regarding developments of this type.
9. Bearings are based on the City of Sherman Control Monument Network.
10. The City of Sherman reserves the right to require submission of Development Plat based on proposed use of each lot.
11. All easements and rights of way dedicated to the City of Sherman by this plat include the following rights:
(i) The right of the City to change the size of any facilities installed, maintained, or operated within the area;
(ii) The right of the City to relocate any facilities within the area; and
(iii) The right of the City to remove from the area, vegetation or other obstructions which endanger or may interfere with the efficiency and maintenance of any facilities within the area.

Purpose:
The purpose of this Replat is to combine 1 Lot with a portion of another Lot.

Plat Summary: Lot 15R, 0.129 Acres, Residential

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

Vicinity Map



Owner's Certificate of Dedication

That WRIGHT CONSTRUCTION & DEVELOPMENT LLC, acting by and through its duly authorized agent, does hereby adopt this plat designating the herein described real property as the STELLA ADDITION, an addition to the City of Sherman, Grayson County, Texas, Being 0.129 acres situated in and being a portion of the G.B. Pfant Survey, Abstract No. 963, City of Sherman, Grayson County, Texas and does hereby dedicate to the public use forever the streets and easements shown on this plat. WRIGHT CONSTRUCTION & DEVELOPMENT LLC does herein certify the following:

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

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

BRAEDEN WRIGHT
CEO OF WRIGHT CONSTRUCTION & DEVELOPMENT LLC

STATE OF TEXAS
COUNTY OF GRAYSON

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared BRAEDEN WRIGHT known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this__ _day of_____, 2025.

Notary Public, State of Texas

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

Chairman *Secretary*

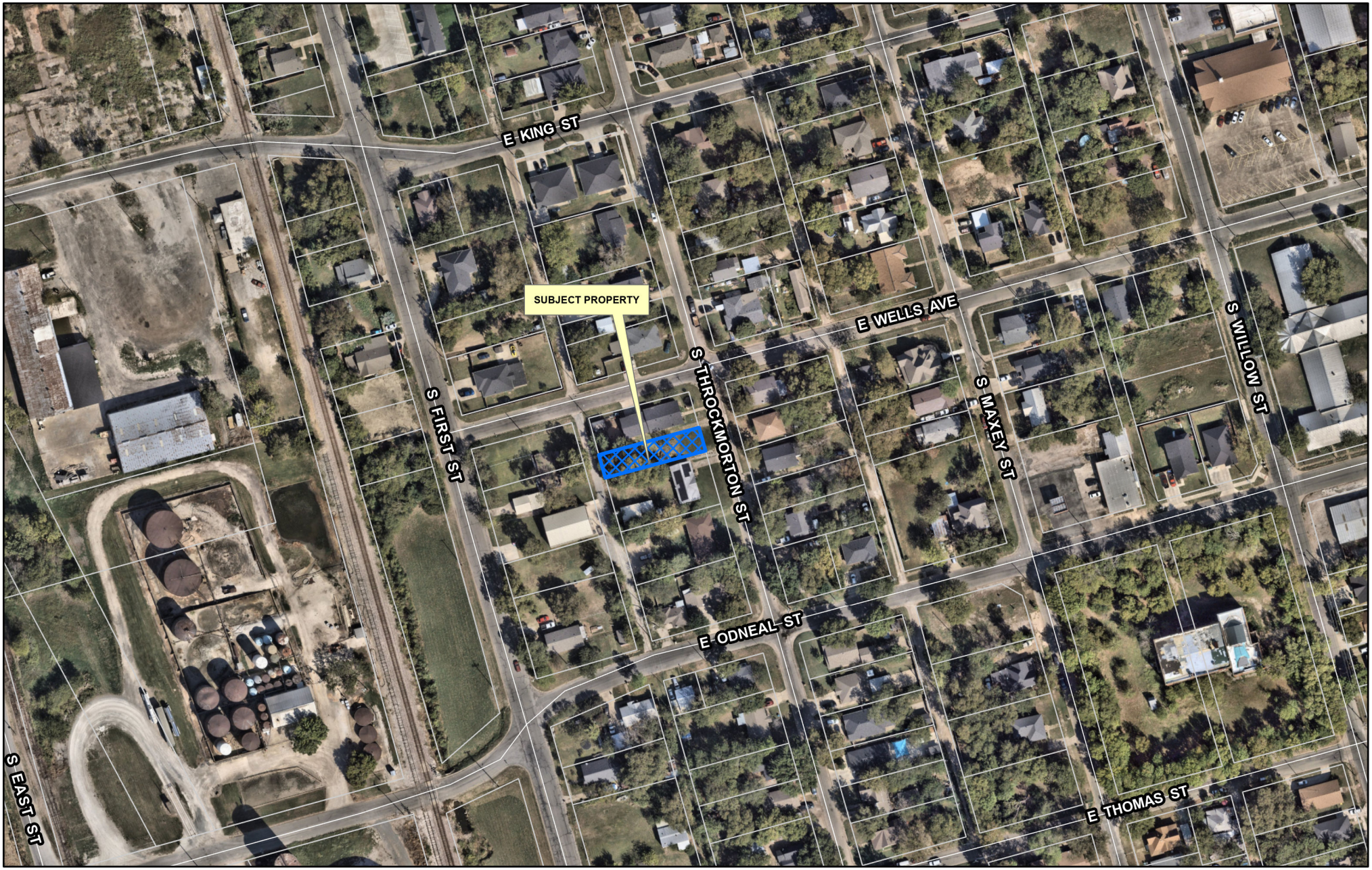
Preliminary Plat
Stella Addition
Lot 15R, Block 9
an addition to
the City of Sherman
Grayson County, Texas
Being a Replat of Lot 15 and the South 15' of Lot 14, Block 9, W. Elliott's Addition

7/1/2025

Copley Land Surveying
1702 South Lane, Sherman, Texas 75090
TX 903-413-0543
john@copleylandsurveying.com

OWNERS/DEVELOPER
WRIGHT CONSTRUCTION & DEVELOPMENT LLC
2212 BLUEBONNET ST.
DENISON, TEXAS 75020

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



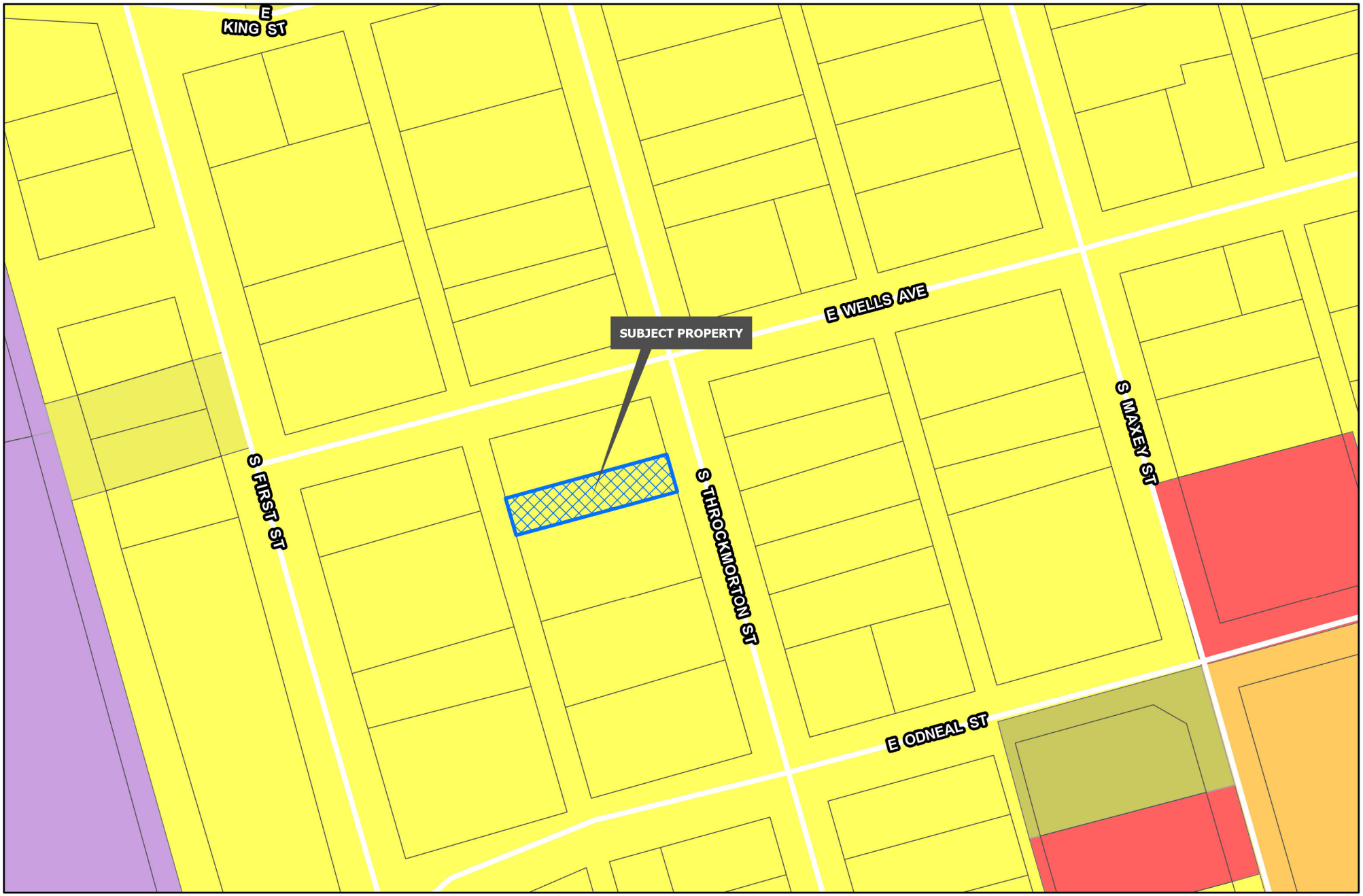
Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services Department

CITY OF SHERMAN
LOCATION MAP
702 S THROCKMORTON ST

N
W E
S

Date: 8/26/2025 11:41 AM



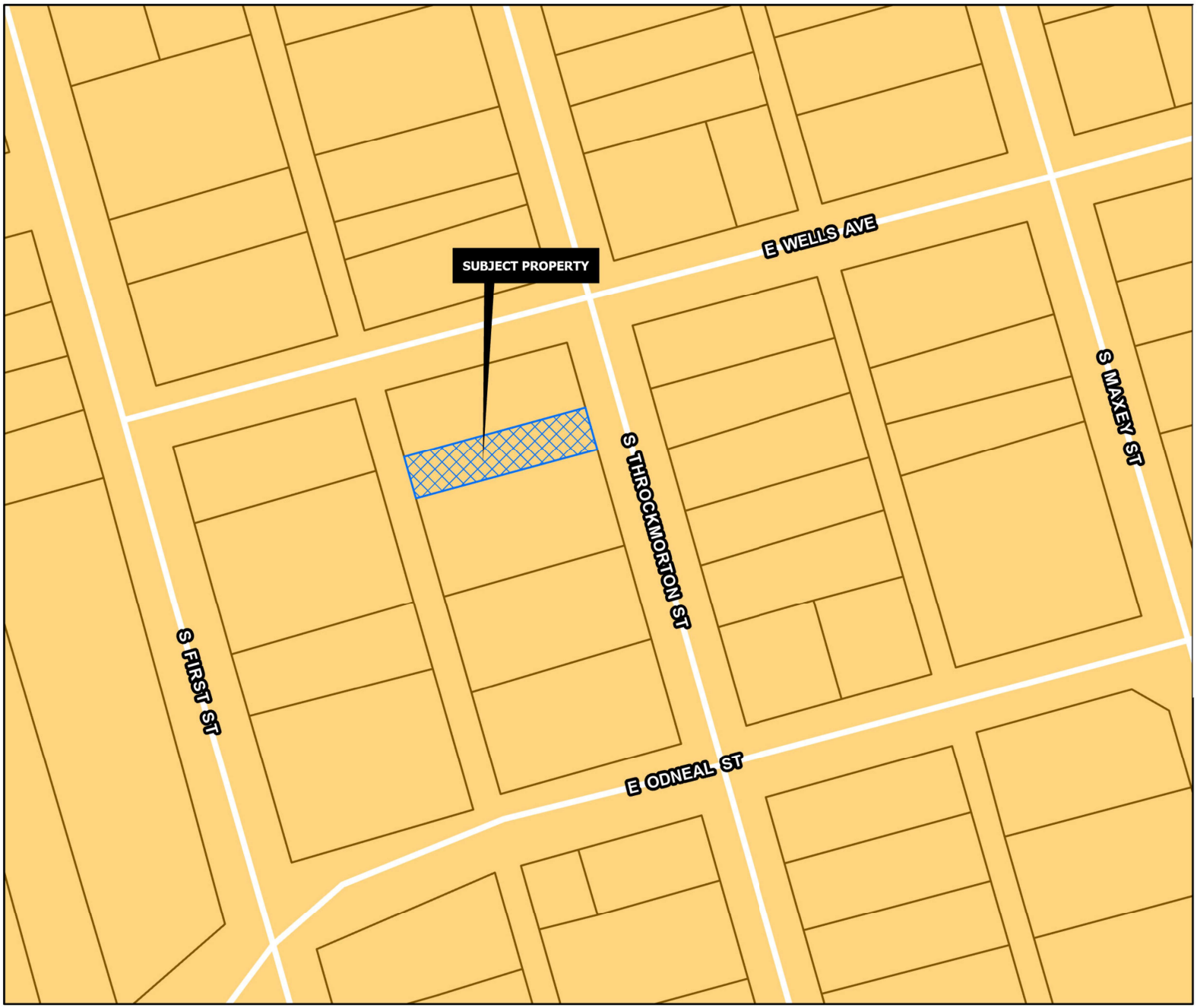
Sherman
CLASSIC TOWN. BROAD HORIZON.
Development Services Department

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

CITY OF SHERMAN
ZONING MAP
702 S THROCKMORTON ST

N
W E
S

Date: 8/26/2025 11:41 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
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Development Services Department

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

CITY OF SHERMAN
FUTURE LAND USE MAP
702 S THROCKMORTON ST

N
W E
S

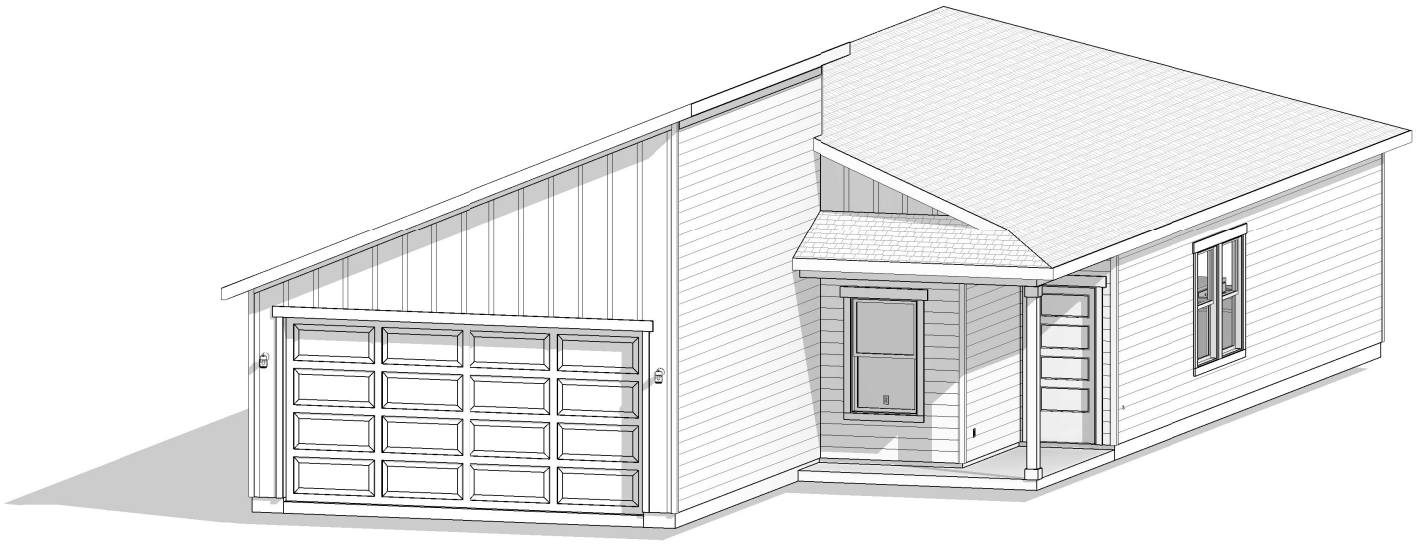
Date: 8/26/2025 11:41 AM

702 SOUTH THROCKMORTON STREET – PROPERTY NOTIFICATION SIGN



702 S Throckmorton Project Narrative

- To Build a New construction single family home that conforms with the current neighborhood.



REVISION INDEX

REV#	DESCRIPTION	DATE	DRAWN BY	BROCHURE REQUIRED	FOUNDATION REQUIRED	PLOT PLAN REQUIRED	ENGINEERING REQUIRED
A	NEW PLAN	05/11/25	MWR CA	YES	YES	YES	YES

INDEX

PAGE	DESCRIPTION
CS	COVERSHEET
A-1	FIRST FLOOR PLAN
A-2	FIRST FLOOR ELECTRICAL
A-3	FIRST FLOOR PLUMBING
A-4	INTERIOR ELEVATIONS
A-5	FRONT & REAR ELEVATION
A-5.1	SIDE ELEVATIONS
A-6	ROOF PLAN
A-7	BUILDING SECTIONS
A-8	3D VIEWS
A-9	DETAILS
A-9.1	WALL SECTIONS

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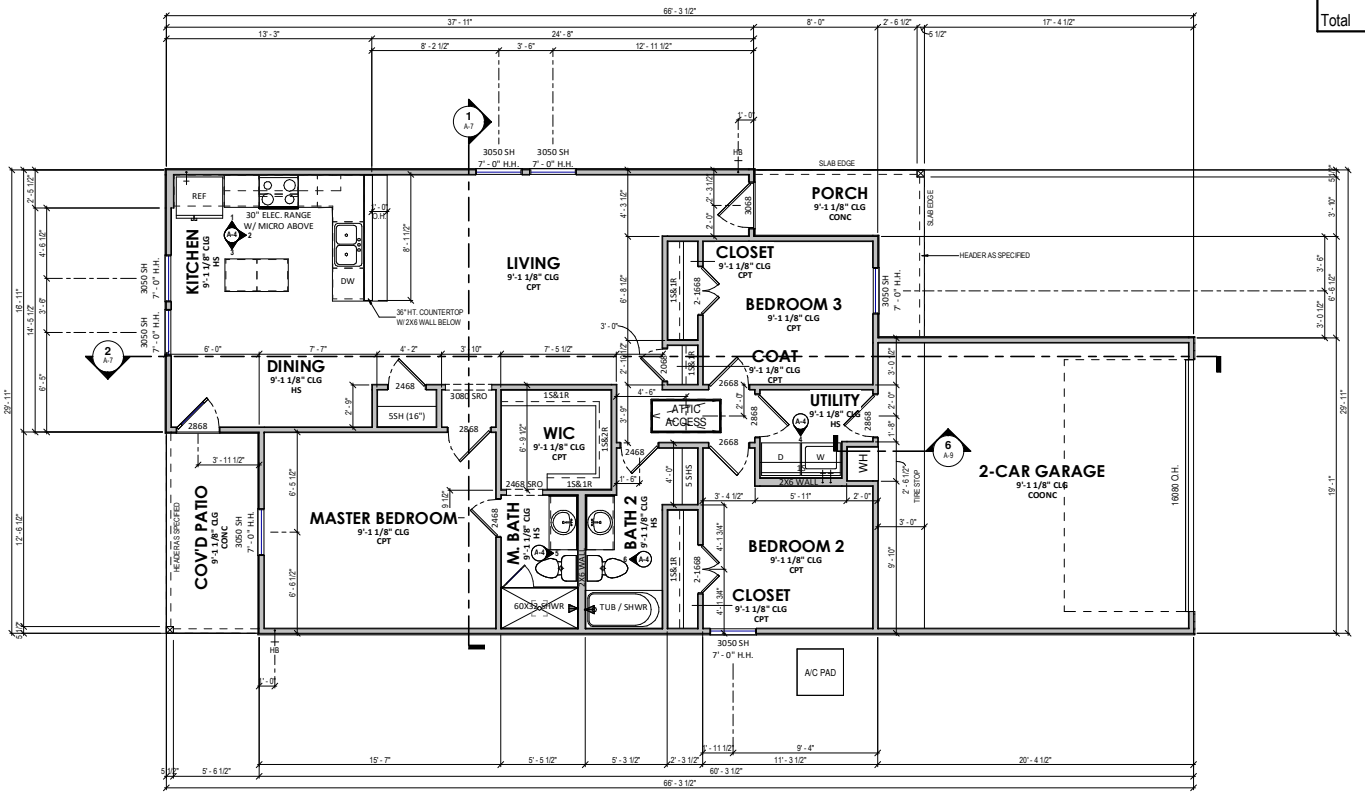
COVERSHEET

SHEET # CS

AREA CALCULATIONS	
CONDITIONED AREA	
FIRST FLOOR	1261 SF
	1261 SF
UNCONDITIONED AREA	
2-CAR GARAGE	389 SF
COV'D PATIO	78 SF
PORCH	67 SF
	534 SF
Total	1795 SF



FIRST FLOOR PLAN

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

FLOOR PLAN NOTES

- INTERIOR DIMENSIONS ARE TO FACE OF STUD, U.N.O. WINDOWS, DOORS AND OPENINGS ARE DIMENSIONED TO CENTER OF ROUGH OPENINGS
- ALL DOORS ON FIRST FLOOR ARE 8'-0" U.N.O.
- ALL DOORS ON SECOND FLOOR ARE 6'-8" U.N.O.
- ALL SHEETROCK OPENINGS TO BE CENTERED ON WALL U.N.O.
- REFER TO ELEVATION(S) AND ROOF PLAN(S) FOR PLATE HEIGHTS AND CEILING SLOPES
- ALL ANGLES OTHER THAN 90° ARE TO BE 45° ANGLES U.N.O.
- ALL PLUMBING WALLS SHALL BE 2x6 MIN U.N.O.
- WATER HEATER SIZE AND LOCATION MAY VARY. BUILDER IS TO VERIFY LOCATION
- GAS DROPS AND 220V OUTLETS ARE SHOWN FOR GENERAL LOCATION ONLY. THEY MAY OR MAY NOT BE AVAILABLE AND/OR VARY PER CITY AND/OR SUBDIVISION SPECIFICATIONS

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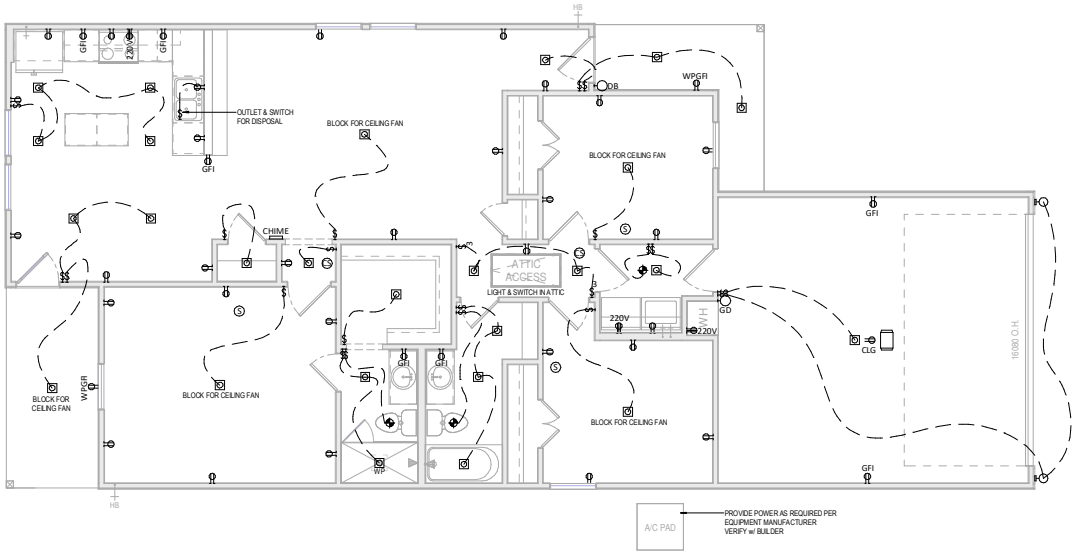
FIRST FLOOR PLAN

SHEET # A-1



FIRST FLOOR ELECTRICAL PLAN

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

ELECTRICAL NOTES

INFORMATION AND LAYOUTS SHOWN ON DRAWINGS ARE ONLY SCHEMATIC IN DESIGN

- PROVIDE LIGHT IN EACH CRAWLSPACE AND ATTIC
- GAS AND 220 OUTLETS SHOWN FOR LOCATION PURPOSES ONLY, AND SUBJECT TO CHANGE PER SUBDIVISION/CITY/CODE REQUIREMENT

KITCHEN
- 24" MAX SEPERATION FOR OUTLETS LOCATED AT KITCHEN COUNTERTOPS
- RECEPTACLES AT COUNTER SPACE 12" OR WIDER.
- GFCI OUTLETS REQUIRED AT KITCHEN COUTERTOPS
- 1 OUTLET PROVIDED PER ISLAND MINIMUM

BATHROOMS
- BATHROOMS GFCI OUTLETS TO BE INSTALLED WITHIN 36" OF EACH SINK BASIN AND 1 PER SINK

LIVING SPACES
- OUTLETS IN ALL LIVING SPACES SHALL BE PROVIDED AT 6' MAX FROM OPENING OR DOOR AND MINIMUM 12' BETWEEN EACH RECEPTACLE
- PROVIDE OUTLET ON ANY WALL LARGER THAN 2' BETWEEN OPENINGS AND DOORS
- FLOOR PLUGS AS REQUIRED

OTHER AREAS
- OUTDOOR OUTLETS TO BE PROVIDED AT FRONT AND REAR OF HOUSE, WEATHERPROOFED AND GFCI PROTECTED.
- PROVIDE AT LEAST 1 OUTLET PER 10' OF HALLWAY RUN

LIGHTING
- LIGHTING FIXTURES LOCATED IN CLOSETS: SURFACE MOUNT FIXTURE ARE NOT TO BE WITHIN 1'-0" OF SHELF OR HANGING SPACE MEASURED HORIZONTALLY. RECESSED FIXTURES NOT TO BE WITHIN 6" OF ANY SHELF OR HANGING SPACE

SMOKE DETECTORS
- ADDITIONAL SMOKE DETECTOR REQUIRED AT EACH END OF ROOMS/HALLWAYS GREATER THAN 30' IN LENGTH
- DO NOT INSTALL DETECTORS WITHIN 3' OF AN AIR VENT OR RETURN
- KEEP ALL SMOKE DETECTORS A MINIMUM OF 36" FROM BATHROOM DOOR. KITCHEN COOKING APPLIANCES AND LAUNDRY/UTILITY (WHERE A WASHER AND DRYER IS PLACED)
- DO NOT INSTALL NEAR FLUORESCENT LIGHTS
- DO NOT INSTALL WITHIN 36" OF TIP OF PADDLE FOR CEILING FAN
- INSTALL SMOKE DETECTOR ON SLOPED, PEAKED OR CATHEDRAL CEILINGS AT OR WITHIN 3' OF HIGHEST POINT (MEASURED HORIZONTALLY)
- SMOKE ALARMS IN ROOMS WITH CEILING SLOPES GREATER THAN 1 FOOT IN 8 FEET HORIZONTALLY SHALL BE LOCATED ON THE HIGHEST SIDE OF ROOM

ELECTRICAL LEGEND

S	SINGLE POLE SWITCH	DB	DOOR BELL BUTTON
S3	3-WAY SWITCH	CHIME	DOOR BELL CHIME
S4	4-WAY SWITCH	GD	GARAGE DOOR BUTTON
SD	DIMMER SWITCH	GDO	GARAGE DOOR OPENER
220	220 VOLT OUTLET	WP/GFI	WEATHERPROOF OUTLET
	DUPLEX OUTLET	CLG	CEILING OUTLET
GFI	GROUND FAULT OUTLET	FLR	FLOOR OUTLET
S	SMOKE DETECTOR	CS	CARBON MONOXIDE & SMOKE DETECTOR COMBO
C	CARBON MONOXIDE DETECTOR	DATA	NETWORK OUTLET
TV	TELEVISION OUTLET	PH	TELEPHONE OUTLET
PANEL	SERVICE PANEL		GARBAGE DISPOSAL
M	SERVICE METER	ACCENT	ACCENT LIGHT
	WALL MOUNT LIGHT		SINGLE SCONCE
FLOOD	FLOOD LIGHT		DOUBLE SCONCE
3 BULB	STRIP LIGHT	STR	STAIR LIGHT
	BATH FAN & LIGHT COMBO		BATH FAN
CASTER	CLOSET CASTER LIGHT	UC	UNDER CABINET LIGHT
	PULL CHAIN LIGHT		KEYLESS LIGHT
	FLUSH MOUNT LIGHT	HANGING	HANGING LIGHT
PNDT	HANGING PENDANT LIGHT	MINI	MINIATURE PUCK LIGHT
	RECESSED CAN LIGHT	EB	RECESSED EYEBALL LIGHT
	FLUORESCENT LIGHT RECTANGULAR		FLUORESCENT LIGHT ROUND
	LED DISK LIGHT		
CF	CEILING FAN		LIGHT w/ FAN ROUGH
LCF	LIGHTED CEILING FAN	LCF ROUGH	LIGHT & FAN ROUGH

1. Provide Smoke Alarms - hard wired, interconnected, battery backup, at each sleeping room and immediate common area outside of sleeping rooms, and located at not less than 3 feet from a door to a bathroom with tub or shower except when this requirement will prevent the installation of a smoke alarm in a required location. If applicable, on each additional story including basements and habitable attics. In accordance with 2015 IRC Sec R314.
2. Provide Carbon Monoxide Alarm - hard wired with battery backup, installed outside of each separate sleeping area in the immediate vicinity of the bedrooms in dwelling units within which fuel-fired appliances are installed and/or have an attached garage. In accordance with 2015 IRC sec R315.
3. Per 2015 IRC 303.3, all bathroom exhaust fans vent directly to exterior.

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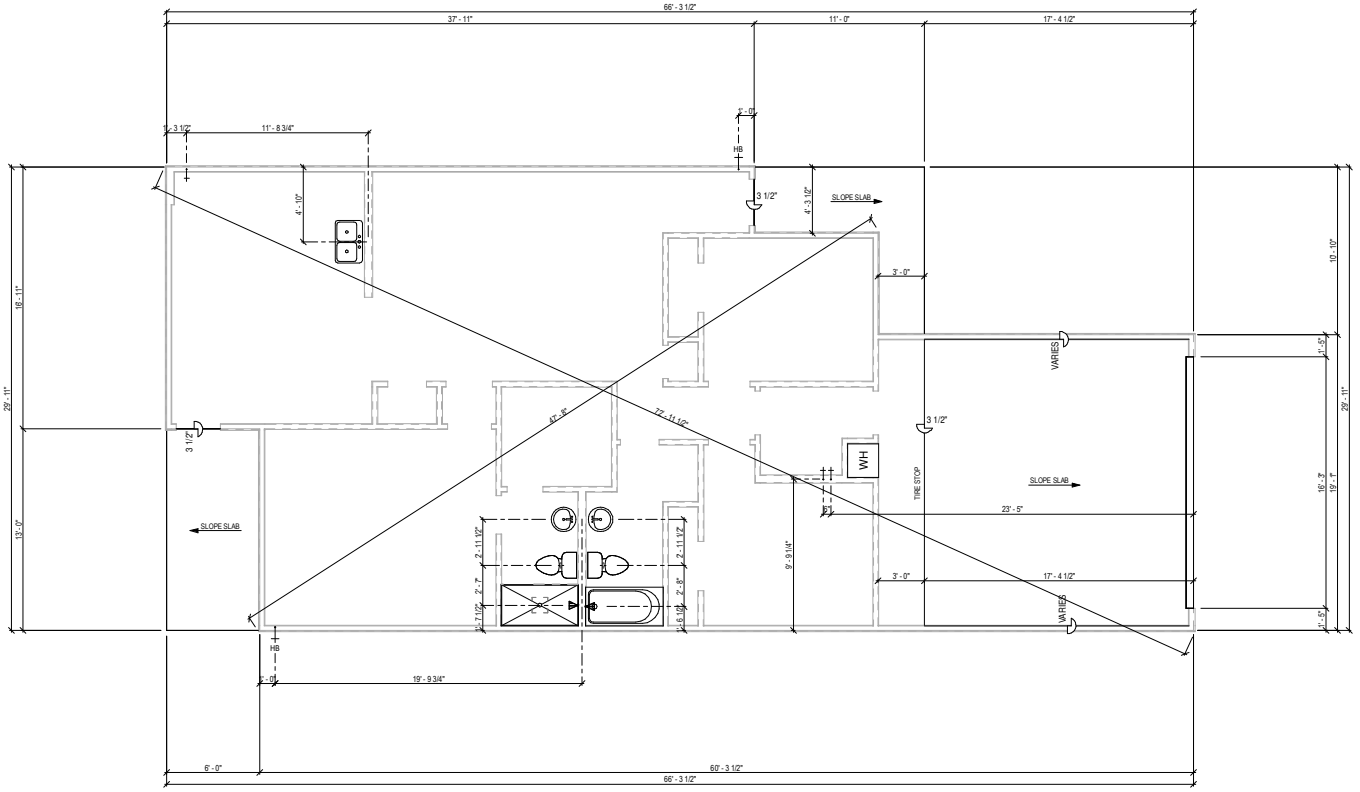
FIRST FLOOR ELECTRICAL

SHEET # A-2



PLUMBING ROUGH DIAGRAM

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

PLUMBING PLAN NOTES

- ACTUAL CONDITIONS MAY VARY AND MUST BE VERIFIED BEFORE PROCEEDING WITH CONSTRUCTION
- DIMENSIONS ARE TO FACE OF STUD, UNLESS GRAFICALLY INDICATED OTHWEWISE
- UNLESS OTHER WISE ANNOTATED, ALL ANGLES OTHER THAN 90° ANGLES ARE TO BE 45° ANGLES
- ALL PLUMBING WALLS SHALL BE 2x6 MIN U.N.O.
- REFER TO STRUCTURAL PLANS FOR ENGINEERED FOUNDATION

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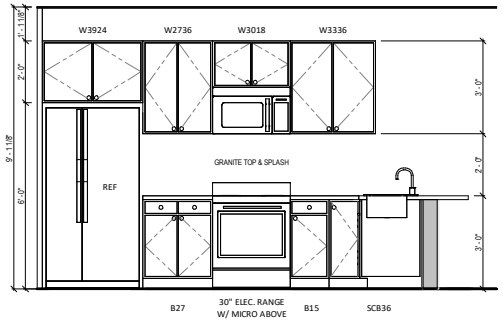
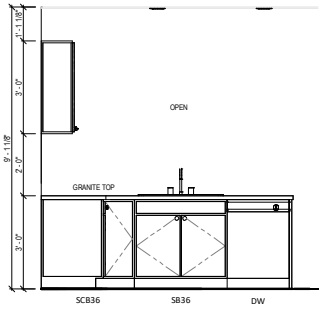
FIRST FLOOR PLUMBING

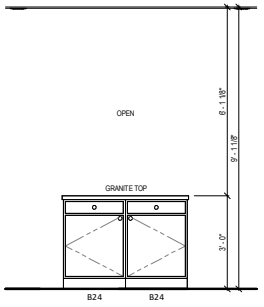
SHEET # A-3



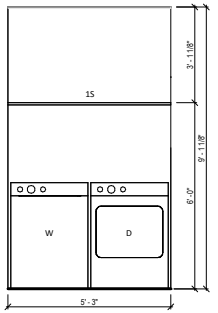
1 KITCHEN
1/4" = 1'-0"



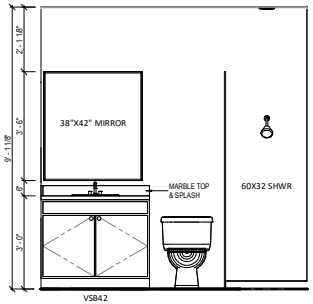
2 KITCHEN
1/4" = 1'-0"



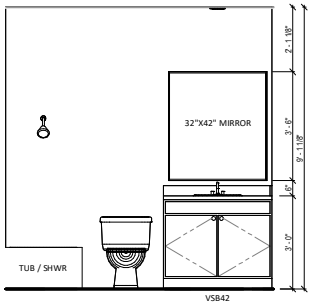
3 KITCHEN
1/4" = 1'-0"



4 UTILITY
1/4" = 1'-0"



5 MASTER BATH
1/4" = 1'-0"



6 BATH 2
1/4" = 1'-0"

INTERIOR ELEVATION NOTES

- PROVIDE CABINET BLOCKING FOR VANITY @ 26" TO 32", RANGE @ WALL 54" AND 80"; BASE AT 32"
- PROVIDE CABINET BLOCKING ON KITCHEN WALLS @ 37 ½", 57 ½", AND 98 ½" A.F.F.
- SUBSTRATE FOR TILES SHALL BE TILE OR CEMENT BACKER BOARD.
- CONTRACTOR TO FIELD VERIFY ALL CABINET DIMENSIONS PRIOR TO FABRICATION.
- ALL SHOWER HEADS TO BE AT 6'-10" A.F.F.
- MANTLE BLOCKING AT EACH SIDE OF FIREPLACE EVERY 24" O.C. A.F.F.
- SECONDARY BATH TUB BLOCKING 26" TO 32" FROM WALL BOTTOM PLATE TO TOP PLATE.
- MASTER SHOWER BLOCKING 40" TO 46" FROM WALL BOTTOM PLATE TO TOP OF PLATE.
- VANITY LIGHT FIXTURE 2X4 BLOCKING TO BE IN ALL BATHS AT 94" A.F.F. TO TOP OF BLOCKING WITH 36" CABINETS, 88" WITH 30" CABINETS.

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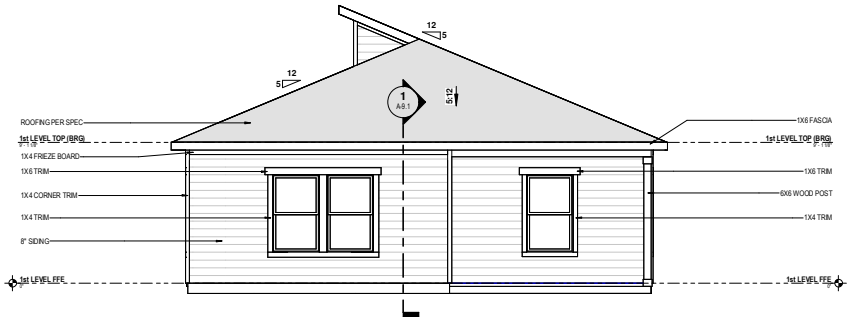
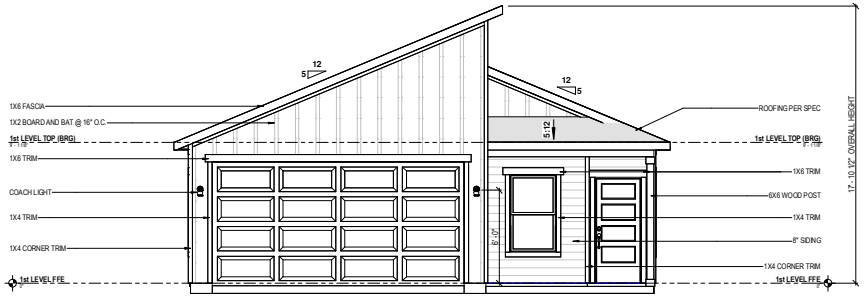
INTERIOR ELEVATIONS

SHEET # A-4



REAR ELEVATION

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



FRONT ELEVATION

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

ELEVATION NOTES

- PROVIDE ATTIC VENTILATION AS REQUIRED PER CODE.
- ALL WINDOW ROUGH OPENING SIZES TO BE FRAMED SAME AS WINDOW CALL-OUT SIZE.
- WINDOW ROWLOCKS TO HAVE ½" SLOPE MINIMUM.
- NO CORE HOLES TO BE VISIBLE AT ROWLOCKS OR WINDOW SILLS.
- HEIGHT OF CHIMNEY TO BE 2'-0" HIGHER THAN ANY POINT WITHIN 10'-0" HORIZONTALLY AND AT LEAST 4'-0" ABOVE ANY POINT IMMEDIATELY ADJACENT
- LINEAR FEET OF PERFORATED SOFFIT VENTS T.B.D. BY HOME BUILDER.

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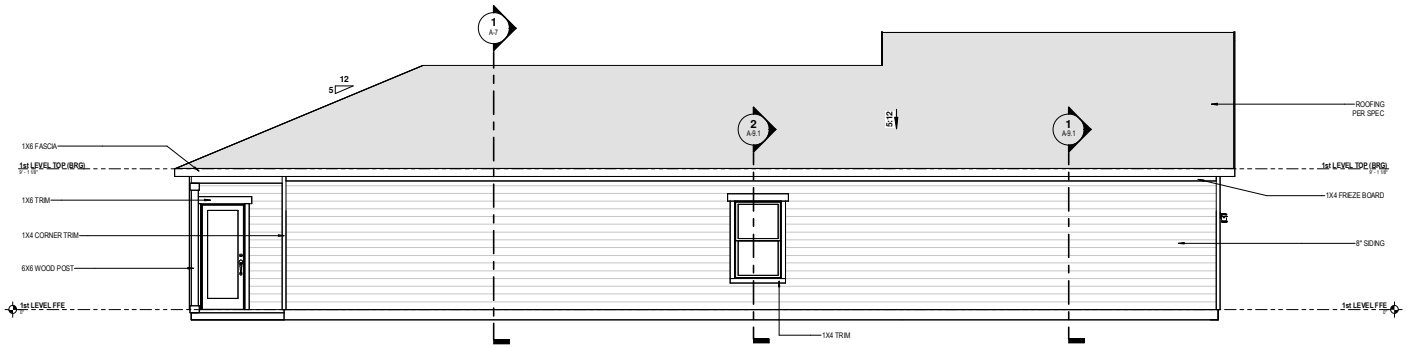
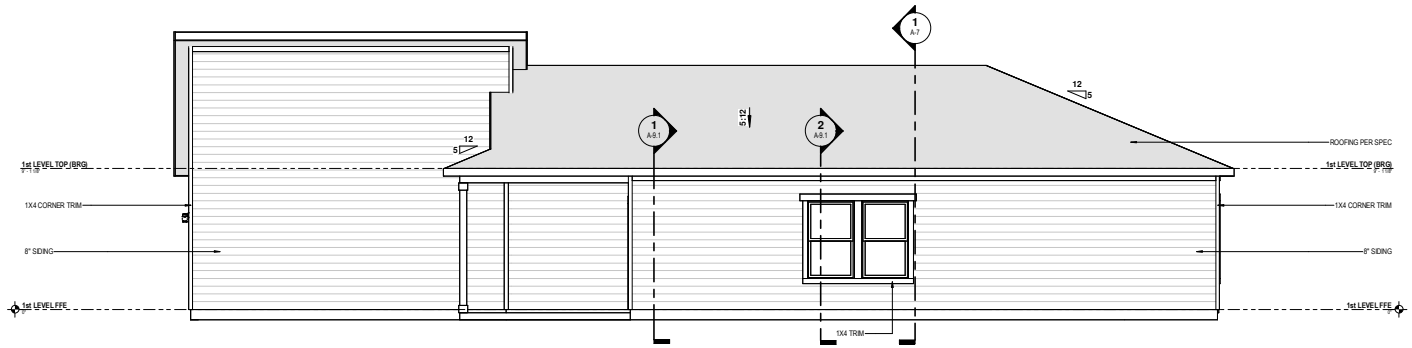
FRONT & REAR ELEVATION

SHEET # A-5



LEFT ELEVATION

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



RIGHT ELEVATION

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

ELEVATION NOTES

- PROVIDE ATTIC VENTILATION AS REQUIRED PER CODE.
- ALL WINDOW ROUGH OPENING SIZES TO BE FRAMED SAME AS WINDOW CALL-OUT SIZE.
- WINDOW ROWLOCKS TO HAVE ½" SLOPE MINIMUM.
- NO CORE HOLES TO BE VISIBLE AT ROWLOCKS OR WINDOW SILLS.
- HEIGHT OF CHIMNEY TO BE 2'-0" HIGHER THAN ANY POINT WITHIN 10'-0" HORIZONTALLY AND AT LEAST 4'-0" ABOVE ANY POINT IMMEDIATELY ADJACENT
- LINEAR FEET OF PERFORATED SOFFIT VENTS T.B.D. BY HOME BUILDER.

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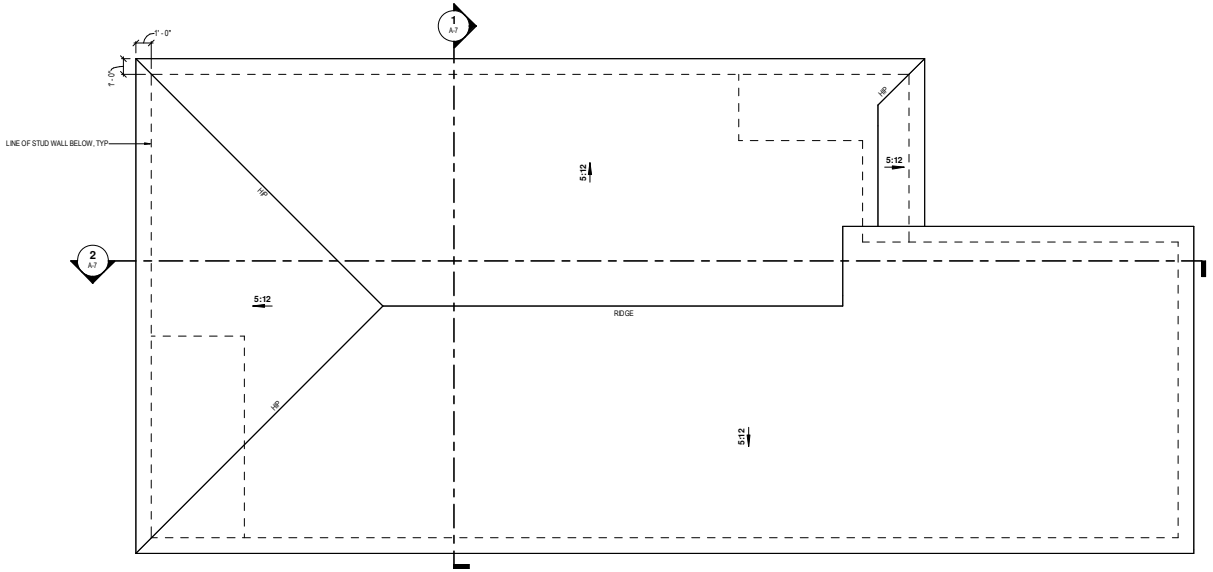
SIDE ELEVATIONS

SHEET # A-5.1

ATTIC AREA @ (MAIN ROOF)				
ATTIC AREA (FT²)	REQUIRED VENTILATION (IN²)	REQUIRED UPPER ATTIC VENTILATION (IN²)		REQUIRED SOFFIT VENTILATION (IN²)
	1/300 EXCEPTION	40%-50% OF REQUIRED		
	MINIMUM	MINIMUM	MAXIMUM	MINIMUM -40% UPPER VENTILATION
1991	956	383	478	573

NOTES:
1. BAFFLES REQUIRED IN ALL BAYS BETWEEN SOFFIT VENTS WHERE INSULATION IS INSTALLED
2. PROVIDE VENTILATION AS REQUIRED BY CURRENT ADOPTED INTERNATIONAL RESIDENTIAL CODE; PERFORATED SOFFITS ARE NOT ALLOWED IN SIDE YARDS WITH LESS THAN FIVE FEET FROM SOFFIT TO BUILD LINE
3. PROVIDED CALCULATIONS ARE BASED ON 2012/2015 INTERNATIONAL RESIDENTIAL CODE; ATTIC VENTILATION REQUIREMENTS MUST BE MET BY ONE OF THE TWO LISTED OPTIONS: 1/150 STANDARD OR 1/300 EXCEPTION.
4. FIRE RATED SOFFITS REQUIRED WHERE BUILDING IS WITHIN 5 FEET OF PROPERTY LINE.
5. RIDGE VENTS TO BE INSTALLED WITHIN 3'-0" VERTICALLY OF HIGHEST RIDGE IN ATTIC PER CODE.



ROOF PLAN

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

ROOF PLAN NOTES

- ASPHALT SHINGLE ROOF PER OWNER SELECTION
- USE ICE & WATER SHIELD WITHIN 36" OF EDGE OF HIP/VALLEY JOINT
- USE CONTINUOUS SOFFIT VENT OR SIMILAR AS REQUIRED BY CODE
- USE RIDGE VENT AND/OR ROOF VENT AS REQUIRED BY CODE
- CHIMNEY SHALL BE 2'-0" HIGHER THAN NEAREST STRUCTURE WITHIN 10'-0"

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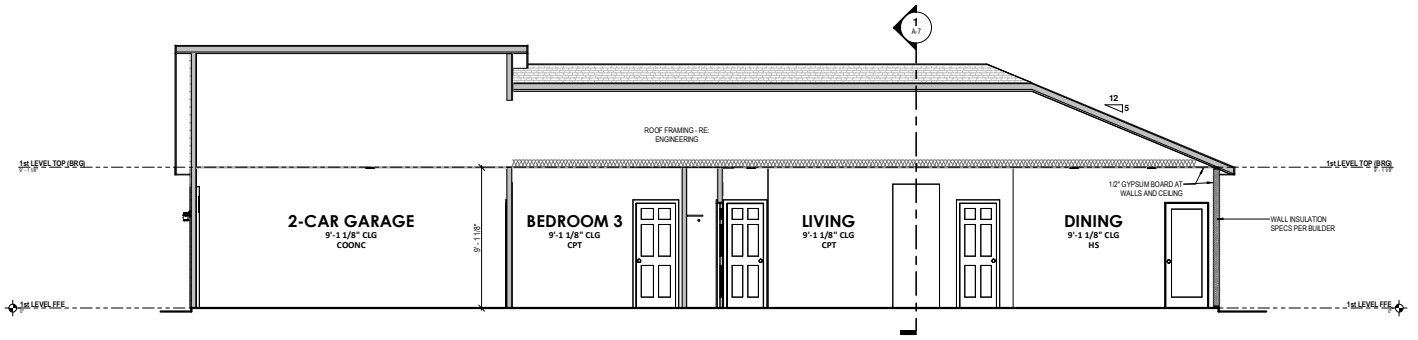
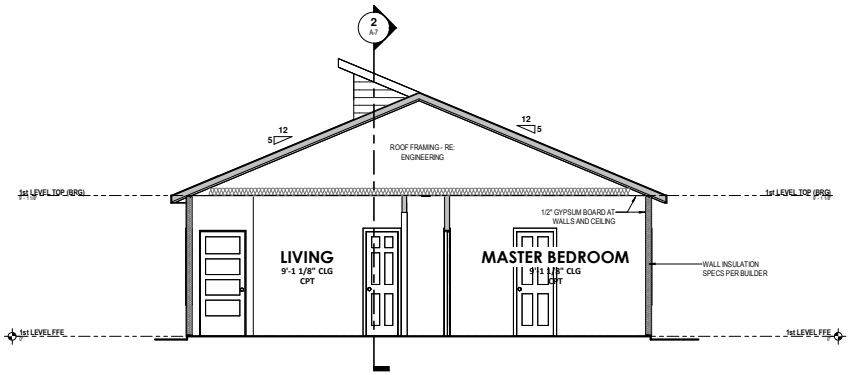
ROOF PLAN

SHEET # A-6



BUILDING SECTION

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



CROSS SECTION

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

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Masterworks
Residential - LLC
(972) 897 - 4813

30F-1250

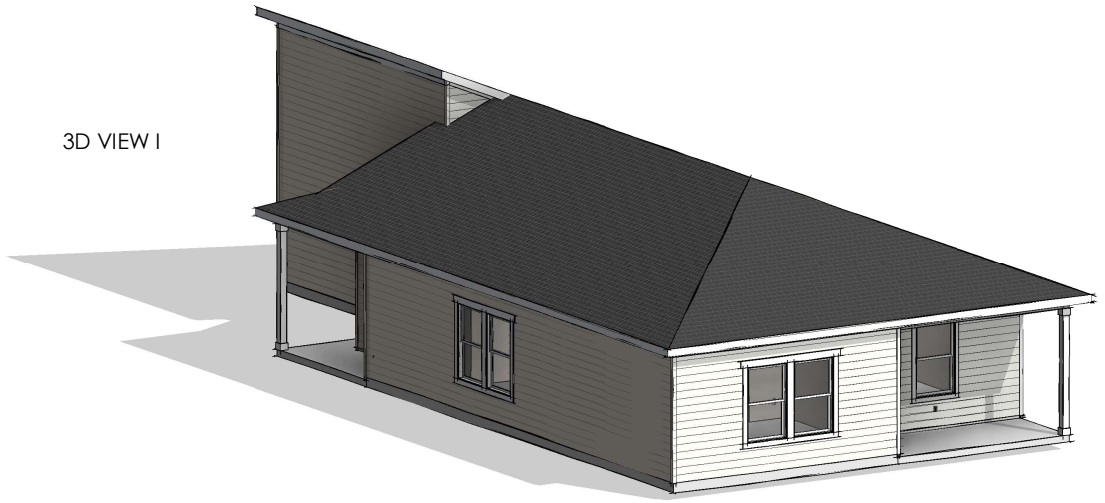
FILE NAME:
DATE: 05/11/2025
DRAWN BY: MW - CA
JOB NUMBER: 25.0305

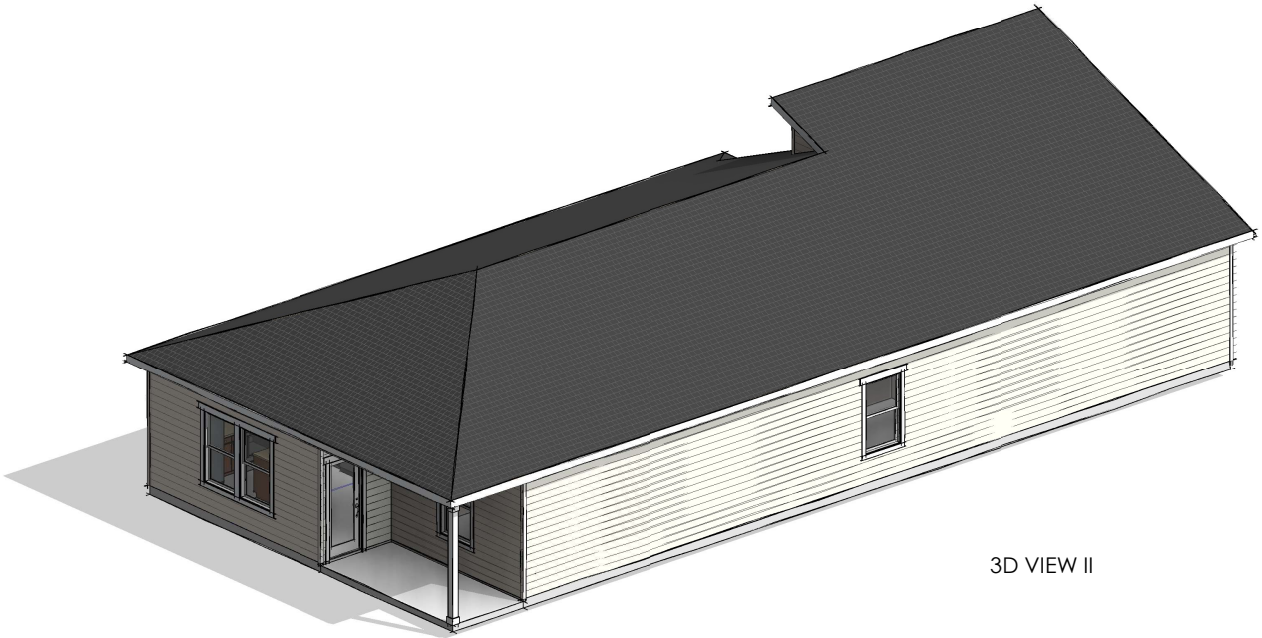
PLAN # 30F-1250

BUILDING SECTIONS

SHEET # A-7

3D VIEW I





3D VIEW II

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30F-1250

FILE NAME:
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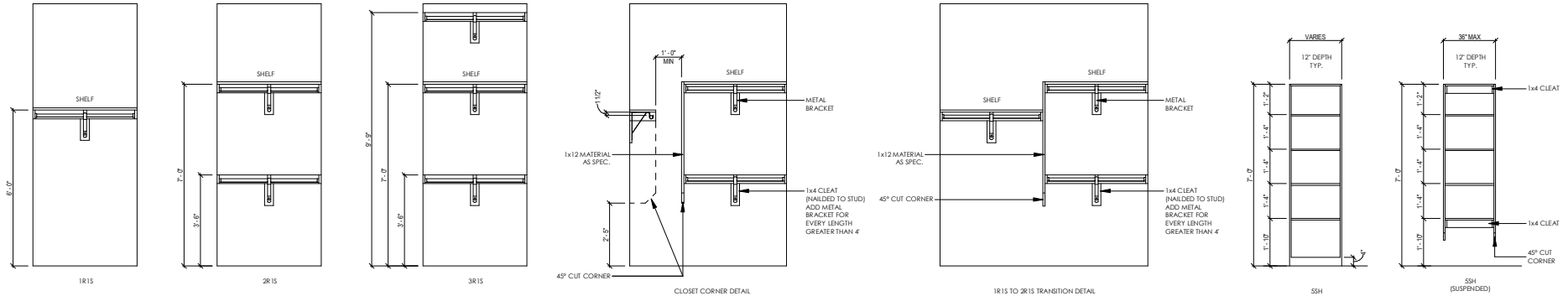
PLAN # 30F-1250

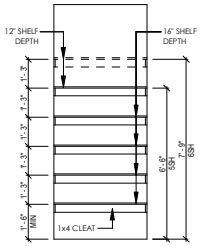
3D VIEWS

SHEET # A-8



CLOSET DETAILS

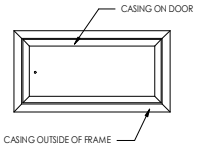
SCALE: 1/4" = 1'-0"



CLOSET DETAILS

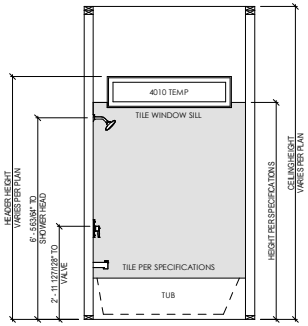
SCALE: 3/16" = 1'-0"

NOTE: ATTIC STAIR PULL-DOWN TO BE TRIMMED ON INSIDE OF DOOR AND OUTSIDE OF DOOR FRAME.



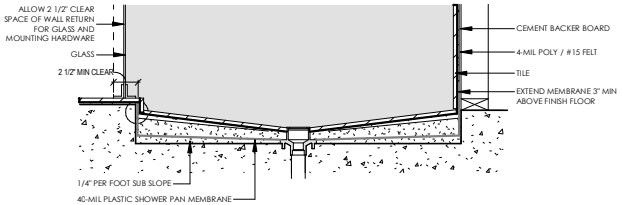
TYPICAL ATTIC PULL-DOWN STAIR TRIM DETAIL

SCALE: 1/4" = 1'-0"



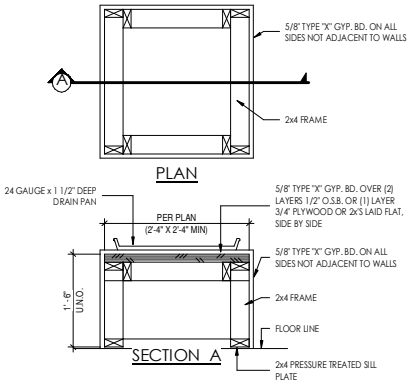
STANDARD TUB / SHOWER SURROUND

SCALE: 1/4" = 1'-0"



MUD PAN SHOWER

SCALE: 3/4" = 1'-0"



WATER HEATER PLATFORM

SCALE: 1/2" = 1'-0"

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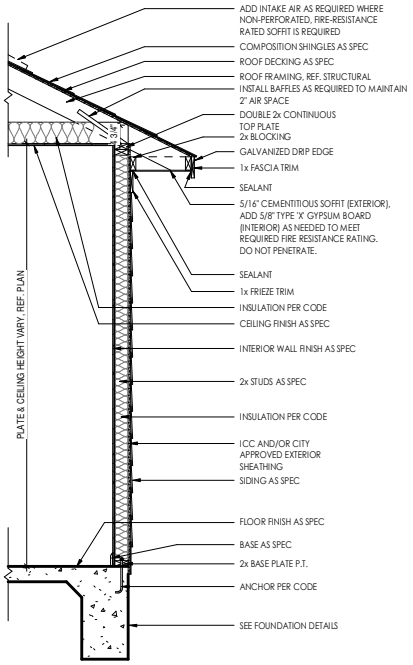
FILE NAME:
DATE: 05/11/2025
DRAWN BY: MW - CA
JOB NUMBER: 25.0305

PLAN # 30F-1250

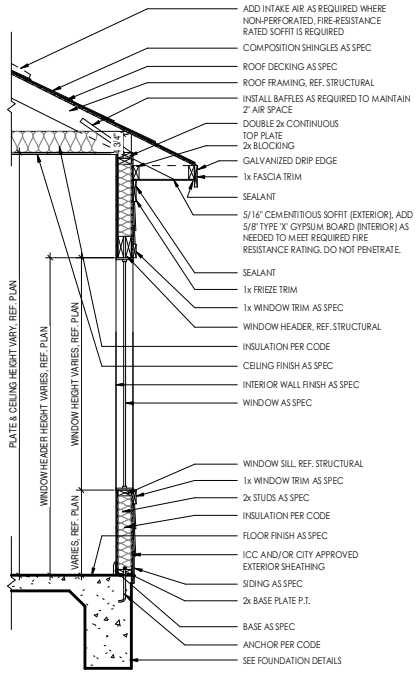
DETAILS

SHEET # A-9



1 TYPICAL WALL SECTION - 1 STORY - SIDING

3/8" = 1'-0"



2 TYPICAL WALL SECTION - 1 STORY - SIDING - WINDOW

3/8" = 1'-0"

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FILE NAME:
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DRAWN BY: MW - CA
JOB NUMBER: 25.0305

PLAN # 30F-1250

WALL SECTIONS

SHEET # A-9.1

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. I.2.

Meeting Date: 11/17/2025

Prepared By: Rob Rae, Developmental Services Director

Approved By: Zachary Flores, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6889

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, And Granting A Specific Use Permit To Allow Schools; Elementary, High, College And Universities, Public, Private, Or Denominational In A MF-30 (Multi-Family Residential) District, Located At 818 South Travis Street, Consisting Of 0.487 Acres Being Lot 10, Block 4, Of Hare And Randolph's Addition, City Of Sherman, Grayson County, Texas Jermey Parnell (Owner), Felicitas Smith (Applicant) And Kate A. Wagner (Surveyor) Prescribing Conditions To The Specific Use Permit; Providing A Penalty Not To Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

Issue:

Consideration of a Specific Use Permit for 0.487 acre of land at 818 South Travis Street to Allow Schools; elementary, high, college and universities, public, private, or denominational in a MF-30 (Multi Family Residential) District.

Background:

The property is located at 818 South Travis Street. The owner is requesting a Specific Use Permit and Site Plan approval for schools;elementary, high, college and universities, public, private, or denominational in an MF-30 (Multi-Family Residential) District.

The applicant is seeking a Specific Use Permit to allow use of the property as both a residence and a home-based private educational program operated by Rise Academy TX. This three-story home would serve as the applicant's primary dwelling and also house a small-scale, daytime education program designed for homeschool students.

Capital Improvement Program:

N/A

Origination:

Jermey Parnell (Owner), Felicitas Smith (Applicant) and Kate A. Wagner (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the October 21, 2025 regular meeting, the Planning and Zoning Commission voted 5/0 to recommend to City Council that the Specific Use Permit be approved**. The proposed use is compatible with the City of Sherman Comprehensive Plan.**

Alternatives:
The City Council could deny the request.

Attachments:
1. Ordinance No. 6889
2. Exhibit A
3. Location Map
4. Zoning Map
5. Future Landuse Map
6. Property Notification Sign
7. Project Narrative
8. Additional Narrative
9. Elevations & Photos Revised

ORDINANCE NO. 6889

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, AND GRANTING A SPECIFIC USE PERMIT TO ALLOW SCHOOLS; ELEMENTARY, HIGH, COLLEGE AND UNIVERSITIES, PUBLIC, PRIVATE, OR DENOMINATIONAL IN A MF-30 (MULTI-FAMILY RESIDENTIAL) DISTRICT, LOCATED AT 818 SOUTH TRAVIS STREET, CONSISTING OF 0.487 ACRES BEING LOT 10, BLOCK 4, OF HARE AND RANDOLPH'S ADDITION, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS JERMEY PARNELL (OWNER), FELICITAS SMITH (APPLICANT) AND KATE A. WAGNER (SURVEYOR) PRESCRIBING CONDITIONS TO THE SPECIFIC USE PERMIT; PROVIDING A PENALTY NOT TO EXCEED $2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW

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

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

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

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

SECTION 1. That, from and after the effective date of this Ordinance, the property located at 818 S. Travis Steet, City of Sherman, Grayson County, Texas is/are granted a Specific Use Permit to a Schools; elementary, high, college and universities, public, private, or denominational, subject to the conditions described in this Ordinance and that Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14 is hereby amended so as to hereafter include property highlighted in green on **Exhibit A – Survey/Site Plan**.

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

Zoning:

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

2. Fire access, lanes and codes shall be coordinated with the Fire Marshal (stevend@cityofsherman.com). *(Code of Ordinances Chapter 3.02(c))*
3. Fence Permits shall be permitted separately from the building permit and must adhere to the City's Zoning Ordinance/Code of Ordinance Chapter 14. *(Sec. 14.04.004)*
4. Sign Permits shall be permitted separately from the building permit and must adhere to the City's Zoning Ordinance/Code of Ordinance Chapter 14. *(Article 14.07)*
5. The property must be properly maintained in a state of good repair and neat appearance.
6. The use of the property must comply with all Federal and State Laws and Regulations and with all the Ordinances, Rules and Regulations of the City of Sherman.
7. A Certificate of Occupancy must be obtained before any business can be operated within the City of Sherman.
    a. An inspection must be completed and approved by the Building Department and Fire Services before a Certificate of Occupancy can be issued. *(Sec. 14.06.003)*
8. The granting of the Specific Use Permit has no effect on the uses permitted as of right and does not waive the regulations of the underlying zoning district.
9. A Specific Use Permit is an amendment to the district regulations of the Zoning Ordinance that permits the establishment of a specific use within a zoning district in which such specific use may be established unless such use of land or structure is discontinued or abandoned for a period of thirty (30) consecutive days in which event such Specific Use Permit shall be void and such use may not thereafter be resumed unless a new Specific Use Permit is granted in accordance with this section. *(Chapter 14, Sec. 14.06.009(a)(1)(C))*
10. The approval of a Site Plan shall be effective for a period of two (2) years from the date of approval, at the end of which time the Site Plan shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Site Plan was approved.
11. Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

Additional Conditions:

12. Notwithstanding anything to the contrary herein, the Specific Use Permit granted in this Ordinance shall automatically expire, terminate and be rescinded in the event that a person or entity other than Felicitas Smith is the owner or lessee of the Property.
13. The building occupancy is to be determined by the Fire Marshal and Building Official prior to Certificate of Occupancy issuance.
14. Applicant to satisfy any code violations prior to the issuance of a Certificate of Occupancy.

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

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

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

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

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

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

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

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

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

INTRODUCED on this the 17th day of November 2025.

ADOPTED on this the 17th day of November 2025.

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

CITY OF SHERMAN, TEXAS

BY: _____
SHAWN TEAMANN, MAYOR

ATTEST:

BY: _____
TERI FINE, CITY CLERK

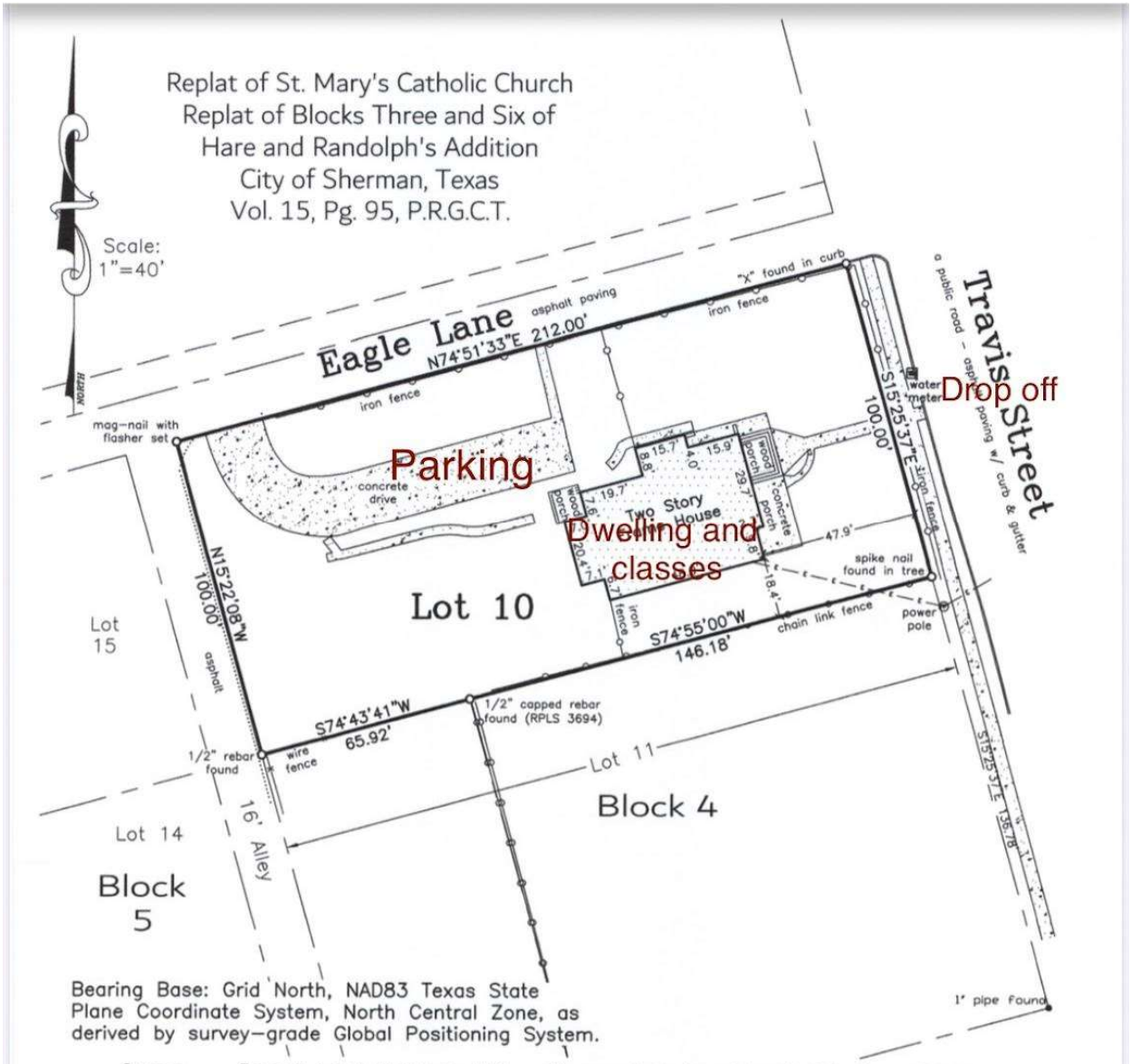
APPROVED AS TO FORM:
THE LAW FIRM OF ABERNATHY,
ROEDER, BOYD & HULLETT, P.C.

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

EXHIBIT A

9:28

Parnell survey Travis.p...



Owner: Parnell Land Holdings LLC

Address: 818 S. Travis Street
Sherman, Texas

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

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

Legal Description is as follows: Lot 10 in Block 4 of Hare and Randolph's Addition to the City of Sherman, Texas, as per plat of record in Volume "U", Page

Site Plan Description – 818 S Travis Street, Sherman, TX

The property located at 818 S Travis Street is a corner lot totaling approximately 0.487 acres. The lot is generally rectangular in shape and contains a three-story residential structure situated near the center of the lot.

Building Placement:

- The main structure is a three-story home located centrally on the property.
- It is set back from the street with a fenced front yard, and there is a small yard space to the rear as well.

Access and Circulation:

- The property has vehicular access from three sides, with available parking around the perimeter.
- A long concrete driveway runs along one side of the home and leads to the back entrance, which is used as the primary drop-off and pick-up zone for students.
- Drop-offs occur during designated times and vehicles do not remain on-site, helping to maintain low traffic and minimal disruption.

Parking:

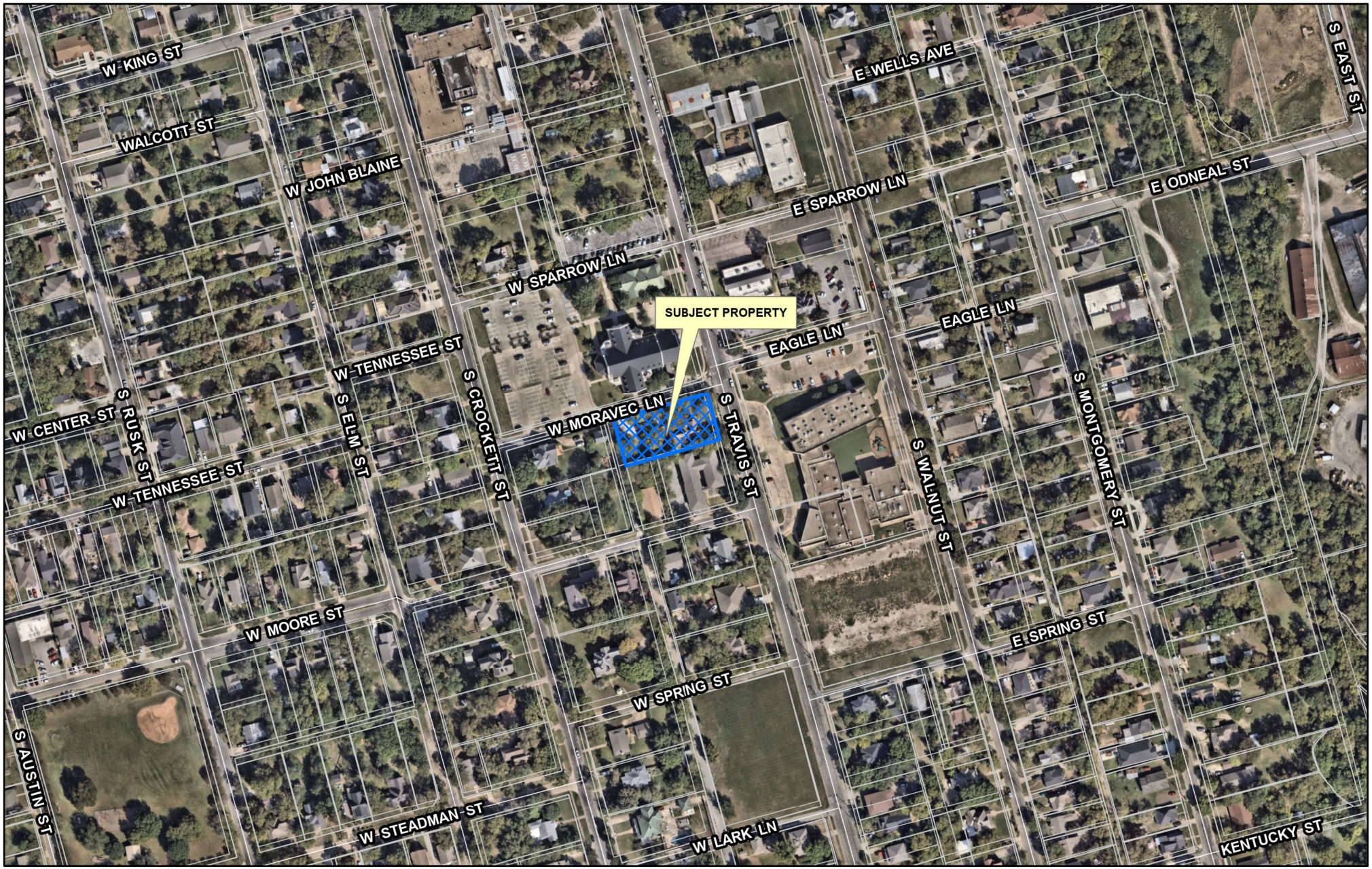
- The driveway can accommodate up to 4 vehicles.
- Additional short-term parking is available along the side and front streets, allowing for rare instances when multiple vehicles are briefly present.
- The applicant anticipates no more than 4 cars parked at any given time, and this would be rare due to staggered drop-off/pick-up for tutoring or classes.

Fencing and Outdoor Space:

- A black fence encloses the front yard along the street-facing side of the house
- No exterior structures, play equipment, or signage are planned or present.

Use of Structure:

- The building will continue to serve as a single-family residence.
- Certain interior spaces will be used during limited weekday hours for small group academic classes and one-on-one tutoring, operated by Rise Academy TX.
- All instruction will occur indoors, and no structural modifications are planned.



Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services Department

CITY OF SHERMAN
LOCATION MAP
818 S TRAVIS ST

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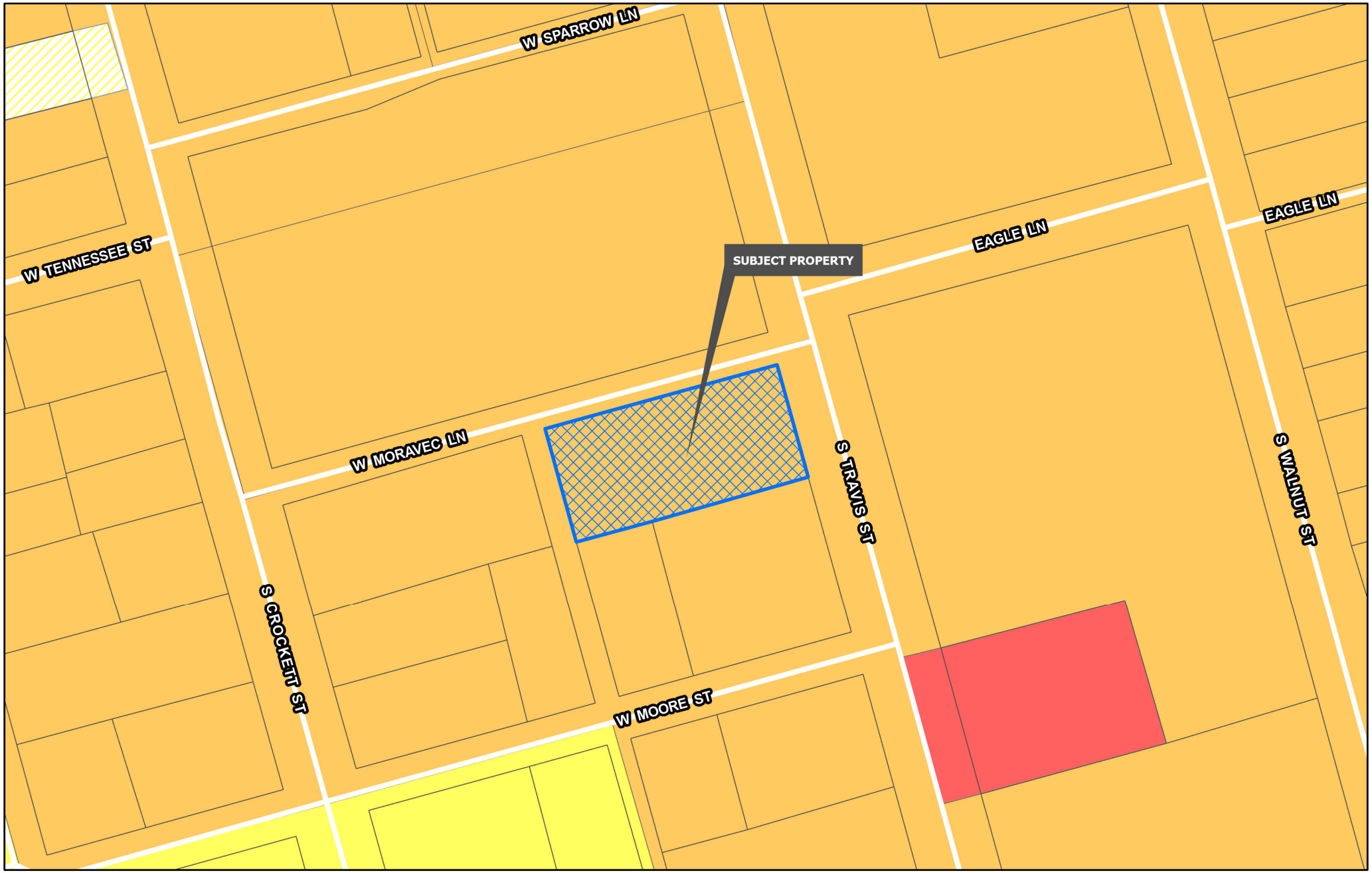

Sherman
CLASSIC TOWN. BROAD HORIZON.
Development Services Department

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

CITY OF SHERMAN
ZONING MAP
818 S TRAVIS ST

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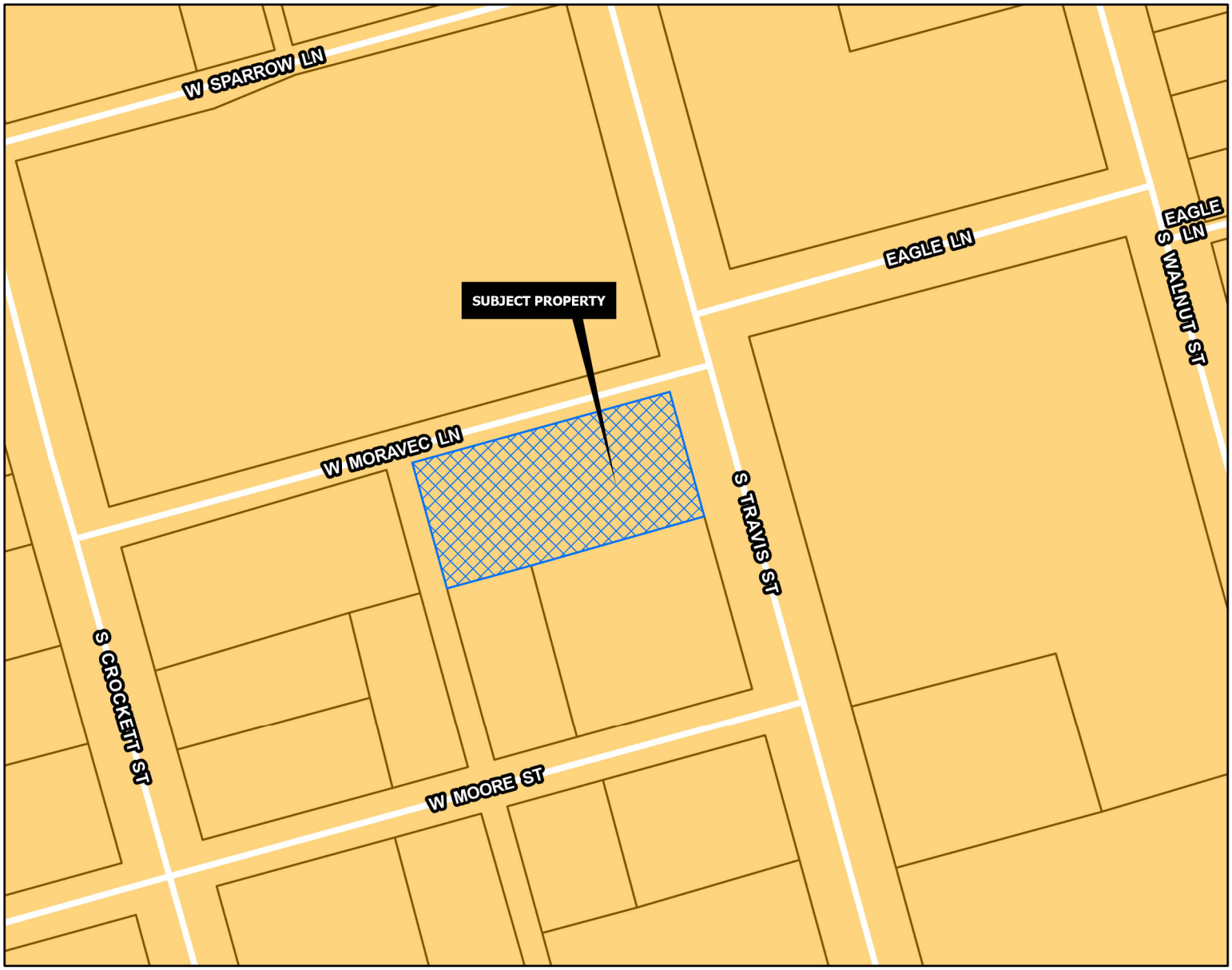

CORE NEIGHBORHOOD

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

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

CITY OF SHERMAN
FUTURE LAND USE MAP
818 S TRAVIS ST

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Date: 8/26/2025 1:27 PM

818 SOUTH TRAVIS STREET – PROPERTY NOTIFICATION SIGN



Project Narrative for Specific Use Permit Application

Property Address: 818 S Travis Street, Sherman, TX 75090

Legal Description: HARE & RANDOLPH ADDN, BLOCK 4, LOT 10

Applicant: Felicia Smith, Rise Academy TX

Request: Specific Use Permit (SUP) for Combined Residential and Home-Based Educational Use

---

Project Description:

The applicant seeks approval of a Specific Use Permit (SUP) for the property located at 818 S Travis Street to allow its use as both a residence and a home-based private educational program operated by Rise Academy TX. This three-story home will serve as the applicant's primary dwelling and also house a small-scale, daytime education program designed for homeschool students.

Educational Use Includes:

- Small group academic classes, Monday through Thursday, from 10:00 AM to 3:00 PM
- One-on-one tutoring sessions during early evening weekday hours

This use will remain entirely within the residential structure and involve a small number of students dropped off and picked up daily. There are no commercial deliveries, retail activity, or permanent employee traffic. The driveway can accommodate up to four vehicles, and the property includes parking on three sides, allowing for efficient and low-impact pick-up and drop-off.

Compatibility with Surrounding Area:

The property is located in a mixed-use area, where three of the four surrounding corners are already zoned or used for non-residential purposes:

- Two churches
- Washington Elementary School (public)

The proposed use aligns naturally with the educational tone of the area and will not materially change the neighborhood's character or increase traffic in a disruptive way.

Background on Rise Academy TX:

Rise Academy TX has been in operation since 2018, providing individualized and small group academic support, particularly for students with learning differences. The program has previously held a Specific Use Permit in a fully residential neighborhood in Sherman and maintained excellent standing with neighbors and city authorities.

The school's mission is to offer a calm, relationship-centered learning environment that allows children to thrive outside the constraints of traditional educational models.

Permit Term:

The applicant is requesting this SUP for the duration of the current lease, from August 1, 2025, through May 31, 2026.

Conclusion:

This project is a low-impact, community-serving use that supports educational choice for families in Sherman while maintaining the residential integrity of the neighborhood. The applicant respectfully requests approval of this SUP in order to continue providing a valuable service to local homeschool families within a safe, well-managed, and appropriately scaled home environment.

Rise School – Specific Use Permit Request

818 S. Travis Street, Sherman, TX

Applicant: Felicia Smith
Meeting with County Officials

Project Overview

Rise School is a homeschool micro school operating as a small-scale, private educational program. We are not connected to the state, and we serve small groups of students, typically fluctuating between 40–50 throughout the day. Our program operates fully as drop-off only, Monday through Thursday, from 8:00 a.m. to 2:00 p.m. Students do not drive or park on site. Drop-off occurs on the side of the building in a designated lane that does not block or interfere with traffic. We currently have 4 teachers, with adequate parking for staff vehicles in the back drive.

Land Use & Compliance

- Survey & Deed: Provided.
- Site Plan: Includes designated parking, safe vehicle maneuvering, and stacking space for drop-off.
- Traffic Impact: Minimal impact due to limited hours, no student drivers, and staggered drop-off/pick-up.
- Building: Existing structure in good repair; photos and labeled floor plan provided.
- Fire Safety: Fire lanes and access will be coordinated with the Fire Marshal.
- Certificate of Occupancy: Will be obtained before operations.

Parking & Traffic Compliance

- Elementary/Jr. High: 2.5 spaces per classroom + stacking for 10 vehicles per classroom.
- High School: 8 spaces per classroom (not applicable here, as no student drivers).
- Nursery/Kindergarten: 1 space per 8 students.
- Current enrollment and teacher vehicles fit within site capacity.

Signage

Rise School has never used exterior signage in any location, out of respect for privacy and safety of families. We will not be requesting or installing a sign at this property.

Commitment

Rise School is committed to:

- Operating within all zoning, land use, and county ordinances.
- Ensuring safe traffic flow, compliant parking, and fire safety.
- Maintaining the property to city and county standards.
- Providing a safe, small-scale, and enriching learning environment for Sherman families.

Rise School – Planning & Zoning Meeting Checklist

Meeting Date: September 16, 2025

Documents to Bring:

■ Full Survey of property (complete, including bottom half).

■ Copy of Deed (matching name on the SUP application).

■ Floor Plan with labeled classrooms.

■ Photos of the building (inside and outside).

■ Basic Site Plan showing: parking spaces, drop-off/pick-up lane, driveway entrances/exits, vehicle maneuvering.

■ Classroom breakdown & enrollment estimates (40–50 total students, multi-age).

■ Teacher info: 4 teachers, parking available in back drive.

■ Parking tabulation (required vs. provided).

Talking Points:

• Program runs fully as drop-off, Mon–Thurs, 8 a.m.–2 p.m.

• No students park vehicles on-site; only teacher parking in back drive.

• Drop-off lane on the side of the building does not block traffic flow.

• Rise is a homeschool micro school, not connected to the state.

• Committed to coordinating with Fire Marshal for fire safety.

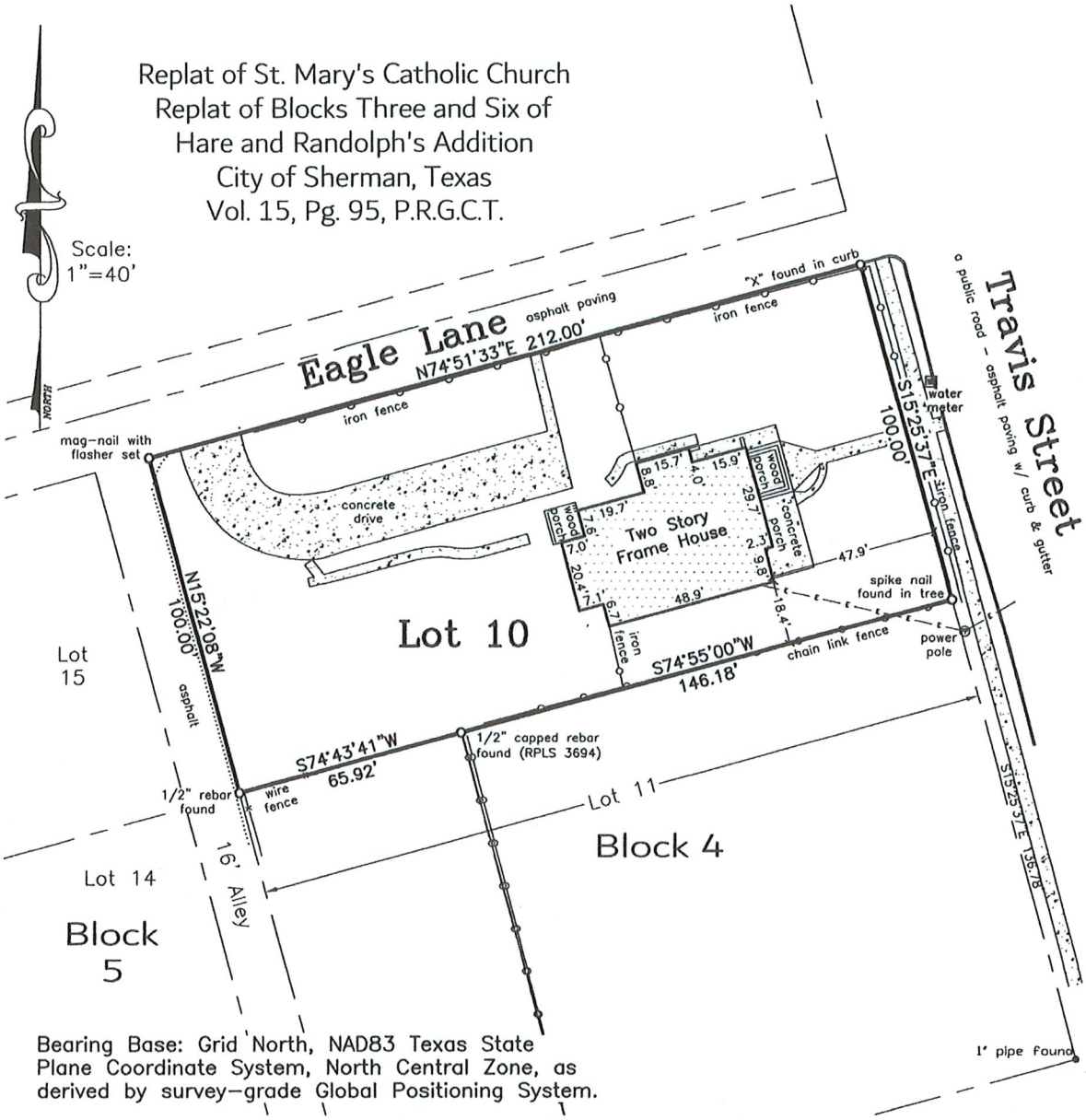
• No signage requested for privacy and safety of families.

• Certificate of Occupancy will be obtained before operations begin.

• Committed to meeting all city ordinances and zoning requirements.

Replat of St. Mary's Catholic Church
Replat of Blocks Three and Six of
Hare and Randolph's Addition
City of Sherman, Texas
Vol. 15, Pg. 95, P.R.G.C.T.

Scale:
1"=40'



Bearing Base: Grid North, NAD83 Texas State Plane Coordinate System, North Central Zone, as derived by survey-grade Global Positioning System.

Owner: Parnell Land Holdings LLC

Address: 818 S. Travis Street
Sherman, Texas

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

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

Legal Description is as follows: Lot 10 in Block 4 of Hare and Randolph's Addition to the City of Sherman, Texas, as per plat of record in Volume "U", Page 425, Deed Records, Grayson County, Texas.

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

STATE OF TEXAS
REGISTERED
KATE A. WAGNER
6578
PROFESSIONAL
LAND SURVEYOR

Job No. AGS360225

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

Kate A. Wagner, R. P. L. S. No. 6578
Boundary Survey: February 12, 2024
Locate Improvements: February 21, 2025

P:\Land Projects R2\818 South Travis Street\Civil 3D\818 South Travis Street-Improvements.dwg 2/24/2025 9:49 AM

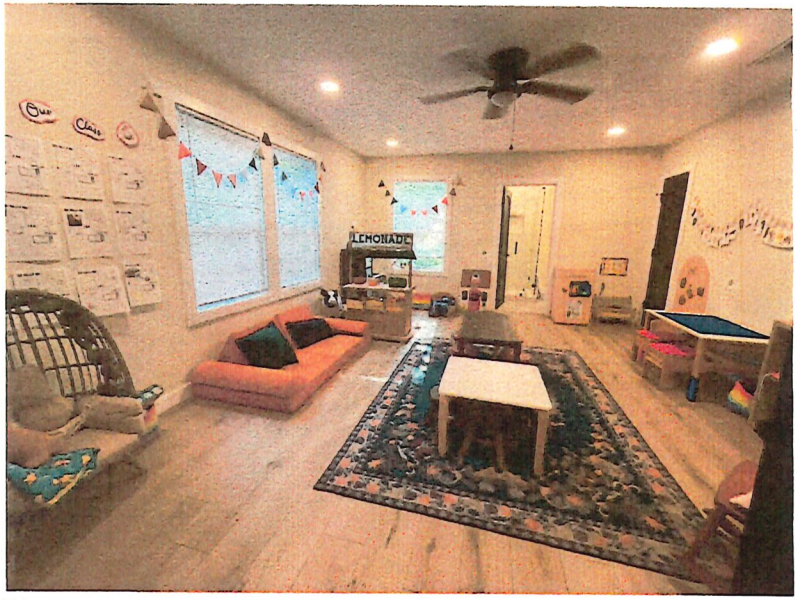


Front of building

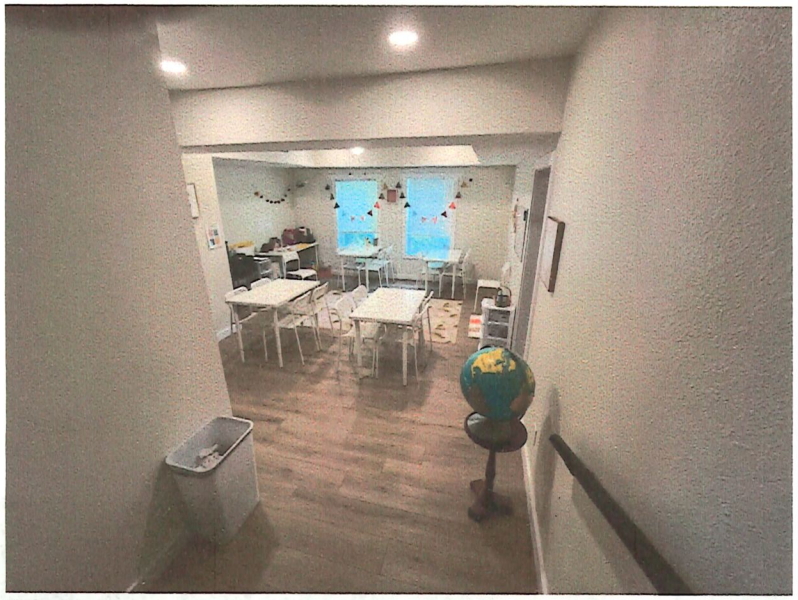




Space for parking



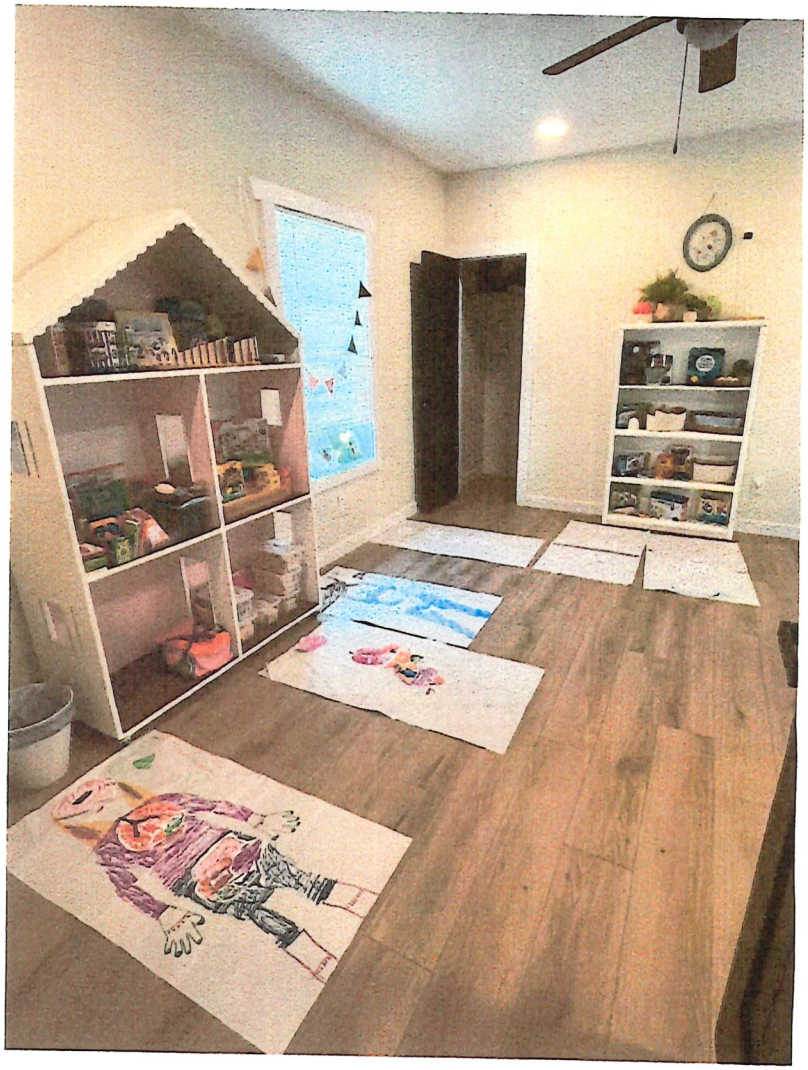
Primary room

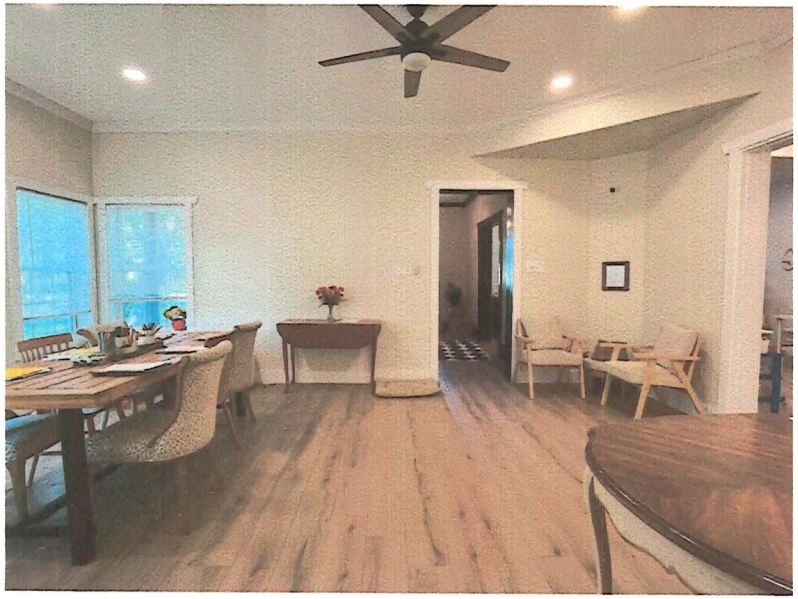


Elementary class









Intermediate and secondary class



Where the two pillars are on the side is where parents will drop off



Front of building and side





Space for parking (2 cars) parking lot that belongs to the church we have permission to use for parking as we will need it when it is empty. However we only have 4 staff cars. Parents usually carpool students and drop off students do not bring their own vehicles.



Primary room 10 students







Elementary class10 per each classroom (2 classrooms)





Intermediate and secondary class 10 per classroom (2 classrooms)



Where the two pillars are on the side is where parents will drop off students

I do live here as stated on my renters agreement. I know that was a big question and the answer was in the paperwork so hopefully that clears things up.

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. I.3.

Meeting Date: 11/17/2025

Prepared By: Rob Rae, Developmental Services Director

Approved By: Zachary Flores, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6890

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land Consisting Of 11.79 Acres Being Part Of G.B. Pilant Survey, Abstract No. 963, City Of Sherman, Grayson County, Texas, Located In The 1601 Block South Willow Street, Heretofore Zoned R-6 (Single-Family Residential) District; Rezoning And Placing The Tract In The PD (Planned Development) District Zoning Classification, With A Base Zoning Of R-TH (Townhome Residential) District Classification, Equity Trust Co Custodian FMO Marius Meintjes Ira (Owner), And Bryan Weisgerber (Representative/Engineer), And Underwood Drafting & Surveying (Surveyor) Providing For A Penalty Not To Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

Issue:

Consideration of a Zone Change for 11.79 acres of land located at 1601 Block South Willow Street from an R-6 (Single Family Residential) Distrtict to a PD (Planned Development) District.

Background:

The property is located in the 1601 Block South Willow Street. The applicant would like to rezone the property from an R-6 (Singe Family Residential) District to a PD (Planned Development) District with a base zoning of R-TH (Townhome Residential) District. The proposed development will include approximately 68 townhomes that are platted as individual lots facing public streets.

Capital Improvement Program:

N/A

Origination:

Equity Trust Co Custodian FBO Marius Meintjes IRA (Owner), Bryan Weisgerber (Engineer) and Underwood Drafting & Surveying (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the November 17, 2025 regular meeting, the Planning and Zoning Commission voted 5/0 to recommend to City Council that the Zone Change be approved. **The proposed use is compatible with the City of Sherman comprehensive Plan.**

Alternatives:

The City Council could deny the request.

Attachments:

1. Ordinance No. 6890
2. Exhibit A
3. Exhibit B
4. Exhibit C
5. Location Map
6. Zoning Map
7. Future Landuse Map
8. Notification Sign
9. Project Narrative

ORDINANCE NO. 6890

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 11.79 ACRES BEING PART OF G.B. PILANT SURVEY, ABSTRACT NO. 963, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED IN THE 1601 BLOCK SOUTH WILLOW STREET, HERETOFORE ZONED R-6 (SINGLE-FAMILY RESIDENTIAL) DISTRICT; REZONING AND PLACING THE TRACT IN THE PD (PLANNED DEVELOPMENT) DISTRICT ZONING CLASSIFICATION, WITH A BASE ZONING OF R-TH (TOWNHOME RESIDENTIAL) DISTRICT CLASSIFICATION, EQUITY TRUST CO CUSTODIAN FMO MARIUS MEINTJES IRA (OWNER), AND BRYAN WEISGERBER (REPRESENTATIVE/ENGINEER), AND UNDERWOOD DRAFTING & SURVEYING (SURVEYOR) PROVIDING FOR A PENALTY NOT TO EXCEED $2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW

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

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

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

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

SECTION 1. That, from and after the effective date of this Ordinance, the property described in **Exhibit A – Survey and Legal Description**, attached hereto, located in the 1601 Block South Willow Street and all streets, roads and alleyways contiguous and/or adjacent thereto, shall be rezoned and placed in the PD (Planned Development) District, with a base zoning of R-TH (Townhome 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 – Site Plan
- Exhibit C – Building Elevations.

SECTION 2. That this Planned Development is granted on the following conditions:

Zoning:

1. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's Zoning Ordinance/Code of Ordinance Chapter 14.
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal (stevend@cityofsherman.com). *(Code of Ordinances Chapter 3.02(c))*
3. Impact fees will be required at the time of building permit application. *(Chapter 13, Article. 13.11)*
4. The approval of a Site Plan shall be effective for a period of two (2) years from the date of approval, at the end of which time the Site Plan shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Site Plan was approved.
5. Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

Informational Engineering Comments:

6. Platting of the property is required. *Code of Ordinances Chapter10.01.005; Texas Local Government Code Title 1, Sec. 212.004*
7. Water main shall be extended in accordance with City criteria to serve proposed development. *Code of Ordinances Chapter 13, Sec. 13.07.282; Chapter 10.03.005*
8. Wastewater main shall be extended along entire street frontage in accordance with City criteria to serve proposed development. *Code of Ordinances Chapter 13, Sec. 13.07.282; Chapter 10.03.005*
9. Proposed street names must be approved by the City of Sherman Development Services Department prior to submitting the final plat. Email planning@cityofsherman.com with proposed street name(s). Documentation of approval to be provided with Final Plat submittal. *Code of Ordinances Chapter 10.03.003(d)(2)*
10. AE Flood Study is required to be submitted to FEMA prior to submitting final plat. Study must be submitted to Engineering Department for review. Flood fringe and flood way per flood study to be graphically shown on plat.
11. H&H Study to be done to create a Base Flood Elevation for FEMA Flood zone. *Code of Ordinances Chapter 3, Article 3.12*
12. Letter of Map Revision (LOMR) from FEMA is required prior to filing of plat.
13. Privately owned and maintained detention in accordance with City criteria may be required. Engineering documentation shall be provided to the City of Sherman Engineering Department for review and approval. If detention is required, Ownership and Maintenance information to be shown on plat. *Code of Ordinances Chapter 10.03.006; Engineering Design Standards Manual Sec. 4.18*
14. Civil Engineering plans shall be provided to the Engineering Department for review and approval. Plat to reflect changes upon Engineering review. Civil Plan submittal requirements can be found

in the Development Guide on the City of Sherman website. *Code of Ordinances Chapter 10.04; Engineering Design Standards Manual Sec. 1.9*

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

SECTION 4. That 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 5. 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 6. 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 7. 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 8. 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 9. That this Ordinance shall become effective from and after its adoption and publication as required by law and the City Charter.

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

INTRODUCED on this the 17th day of November 2025.

ADOPTED on this the 17th day of November 2025.

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

CITY OF SHERMAN, TEXAS

BY: _____
SHAWN TEAMANN, MAYOR

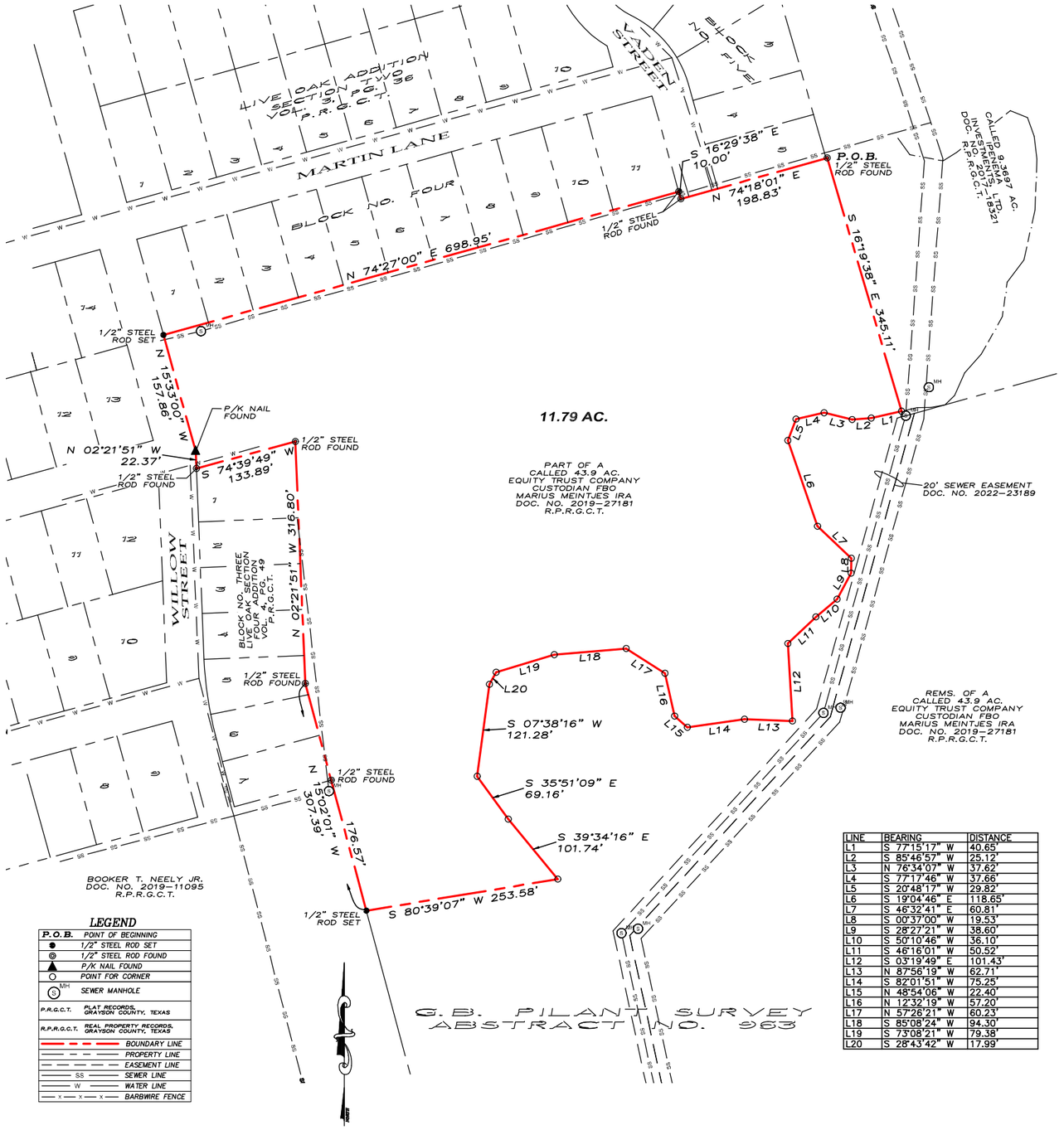
ATTEST:

BY: _____
TERI FINE, CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

EXHIBIT A



LEGAL DESCRIPTION

Situated in the County of Grayson, State of Texas, being a part of G.B. Pilant Survey, Abstract No. 963, and being part of a called 43.9 acre tract of land described in the deed to Equity Trust Company Custodian FBO Marius Meintjes IRA, recorded in Document No. 2019–27181, Real Property Records, Grayson County, Texas, and being described by metes and bounds as follows:

Beginning at a 1/2" steel rod found for a northeast corner of said 43.9 acre tract, common to the southeast corner of Live Oak Addition, Section Two, according to the plat thereof recorded in Volume 3, Page 36, Plat Records, Grayson County, Texas, and on the westerly line of a called 9.3697 acre tract of land described in the deed to Ipenema Investments, LTD., recorded in Document No. 2017–18321, said Real Property Records;

Thence South 16°19'38" East, with an easterly line of said 43.9 acre tract, and with the westerly line of said 9.3697 acre tract, a distance of 345.11 feet to the southeast corner of the herein described tract of land, said point falls in the center of a creek;

Thence crossing said 43.9 acre tract of land, in said creek, the following 23 courses:

1. South 77°15'17" West, a distance of 40.65 feet to a point;
2. South 85°46'57" West, a distance of 25.12 feet to a point;
3. North 76°34'07" West, a distance of 37.62 feet to a point;
4. South 77°17'46" West, a distance of 37.66 feet to a point;
5. South 20°48'17" West, a distance of 29.82 feet to a point;
6. South 19°04'46" East, a distance of 118.65 feet to a point;
7. South 46°32'41" East, a distance of 60.81 feet to a point;
8. South 00°37'00" West, a distance of 19.53 feet to a point;
9. South 28°27'21" West, a distance of 38.60 feet to a point;
10. South 50°10'46" West, a distance of 36.10 feet to a point;
11. South 46°16'01" West, a distance of 50.52 feet to a point;
12. South 03°19'49" East, a distance of 101.43 feet to a point;
13. North 87°56'19" West, a distance of 62.71 feet to a point;
14. South 82°01'51" West, a distance of 75.25 feet to a point;
15. North 48°54'06" West, a distance of 22.40 feet to a point;
16. North 12°32'19" West, a distance of 57.20 feet to a point;
17. North 57°26'21" West, a distance of 60.23 feet to a point;
18. South 85°08'24" West, a distance of 94.30 feet to a point;
19. South 73°08'21" West, a distance of 79.38 feet to a point;
20. South 28°43'42" West, a distance of 17.99 feet to a point;
21. South 07°38'16" West, a distance of 121.28 feet to a point;
22. South 35°51'09" East, a distance of 69.16 feet to a point;
23. South 39°34'16" East, a distance of 101.74 feet to a point;

Thence South 80°39'07"West, continuing across said 43.9 acre tract, a distance of 253.58 feet to a 1/2"steel rod set for the southwest corner of the herein described tract of land, and on a westerly line of said 43.9 acre tract, and on the easterly line of a tract of land described in the deed to Booker T. Neely Jr., recorded in Document No. 2019–11095, said Real Property Records;

Thence North 15°02'01" West, with a westerly line of said 43.9 acre tract, and with the easterly line of said Neely Tract, passing en route at a distance of 176.57 feet a found 1/2" steel rod for the northeast corner of said Neely Tract, and continuing on said course, with the easterly line of Block No. Three of Live Oak Section Four Addition, according to the plat thereof recorded in Volume 4, Page 49, Plat Records, Grayson County, Texas, a total distance of 307.39 feet to a found 1/2" steel rod;

Thence North 02°21'51" West, continuing with a westerly line of said 43.9 acre tract, and with the easterly line of said Live Oak, Section Four, a distance of 316.80 feet to a 1/2" steel rod found for the northeast corner of said Live Oak, Section Four;

Thence South 74°39'49" West, with a southerly line of said 43.9 acre tract, and with a northerly line of said Live Oak, Section Four, a distance of 133.89 feet to a 1/2" steel rod found for the western–most southwest corner of said 43.9 acre tract, common to the northern–most northwest corner of said Live Oak, Section Four, and on the easterly right–of–way line of Willow Street;

Thence North 02°21'51" West, with a westerly line of said 43.9 acre tract, and with the easterly right–of–way line of said Willow Street, a distance of 22.37 feet to a P/K nail found;

Thence North 15°33'00" West, continuing with a westerly line of said 43.9 acre tract, and with the easterly right–of–way line of said Willow Street, a distance of 157.86 feet to a 1/2" steel rod found for the northwest corner of said 43.9 acre tract, and on the southerly line of aforesaid Live Oak, Section Two;

Thence North 74°27'00" East, with a northerly line of said 43.9 acre tract, and with a southerly line of said Live Oak, Section Two, a distance of 698.95 feet to a 1/2" steel rod found;

Thence South 16°29'38" East, with an easterly line of said 43.9 acre tract, and with a westerly line of said Live Oak, Section Two, a distance of 10.00 feet to a 1/2" steel rod found;

Thence North 74°18'01" East, with a northerly line of said 43.9 acre tract, and with a southerly line of said Live Oak, Section Two, a distance of 198.83 feet to the Point of Beginning and containing 11.79 acres of land, more or less.

LINE	BEARING		DISTANCE
L1	S	77°15'17" W	40.65'
L2	S	85°46'57" W	25.12'
L3	N	76°34'07" W	37.62'
L4	S	77°17'46" W	37.66'
L5	S	20°48'17" W	29.82'
L6	S	19°04'46" E	118.65'
L7	S	46°32'41" E	60.81'
L8	S	00°37'00" W	19.53'
L9	S	28°27'21" W	38.60'
L10	S	50°10'46" W	36.10'
L11	S	46°16'01" W	50.52'
L12	S	03°19'49" E	101.43'
L13	N	87°56'19" W	62.71'
L14	S	82°01'51" W	75.25'
L15	N	48°54'06" W	22.40'
L16	N	12°32'19" W	57.20'
L17	N	57°26'21" W	60.23'
L18	S	85°08'24" W	94.30'
L19	S	73°08'21" W	79.38'
L20	S	28°43'42" W	17.99'

LEGEND

P.O.B.	POINT OF BEGINNING
●	1/2" STEEL ROD SET
◎	1/2" STEEL ROD FOUND
▲	P/K NAIL FOUND
○	POINT FOR CORNER
(S) MH	SEWER MANHOLE
P.R.R.G.C.T.	PLAT RECORDS, GRAYSON COUNTY, TEXAS
R.P.R.G.C.T.	REAL PROPERTY RECORDS, GRAYSON COUNTY, TEXAS
	BOUNDARY LINE
	PROPERTY LINE
	EASEMENT LINE
SS	SEWER LINE
W	WATER LINE
X X	BARBWIRE FENCE

SCALE
1" = 100'

~ 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 ©2025
Underwood Drafting & Surveying, Inc.
All rights reserved.

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.

STATE OF TEXAS REGISTERED DOUGLAS W. UNDERWOOD 4709 PROFESSIONAL LAND SURVEYOR

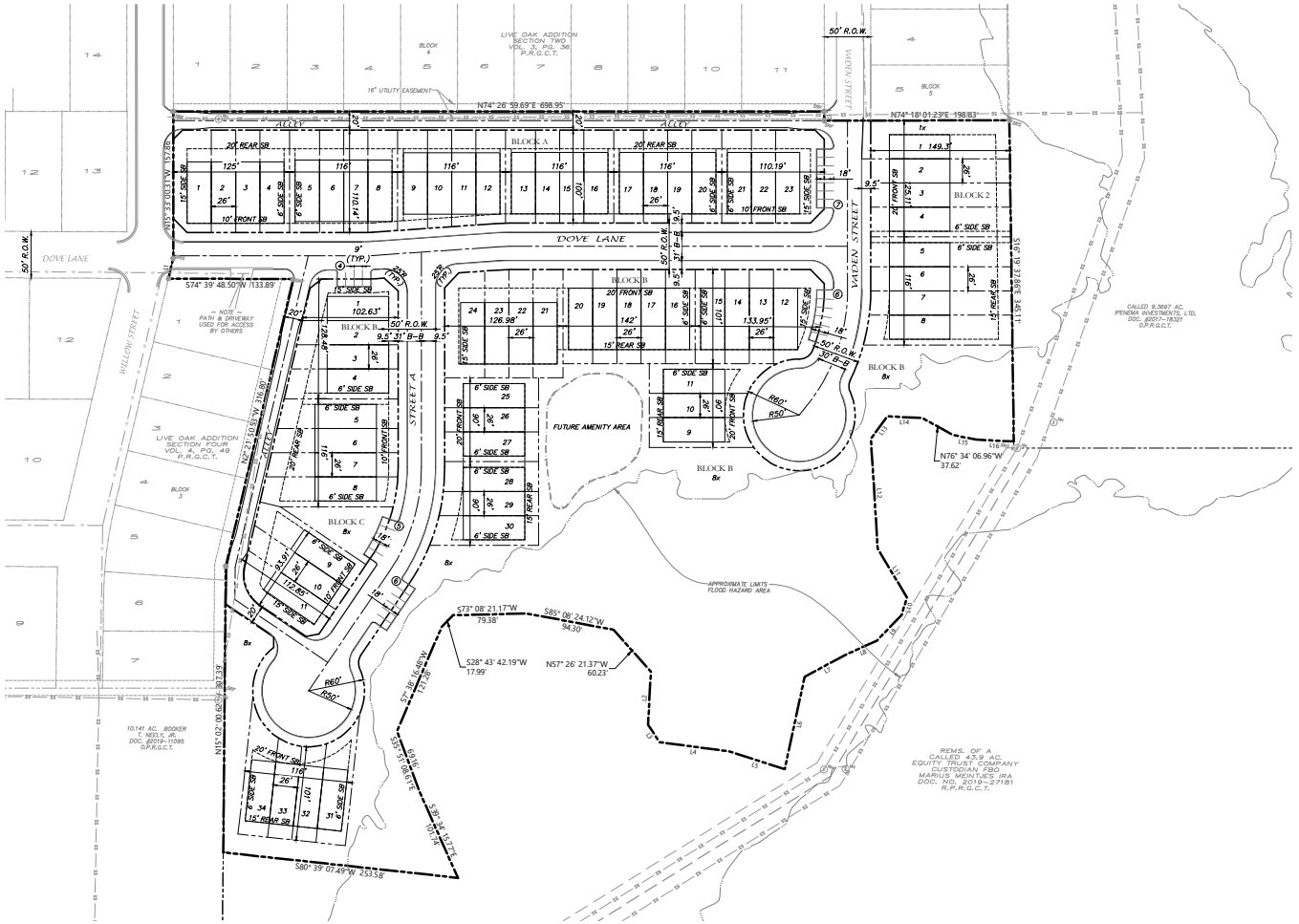
Douglas W. Underwood
Registered Professional
Land Surveyor No. 4709
Firm No. 10006300
DATE OF SURVEY: 06/04/25

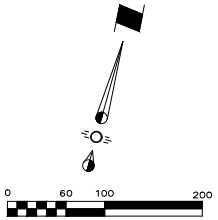
ZONING EXHIBIT

UNDERWOOD
DRAFTING & SURVEYING
3404 INTERURBAN ROAD DENISON, TEXAS 75021 (903)465–2151

JOB NO. 24101087
FW: HC – DFT: BH

EXHIBIT B





FUTURE AMENITY AREA
MAY CONSIST OF WALKING TRAILS, DISC GOLF AND/OR OUTDOOR WORKOUT EQUIPMENT. AS CIVIL PLANS GET DEVELOPED AMENITY AREA WILL BE DETERMINED AND DESIGNED.

SITE TABLE	
PROPOSED USE:	TOWN HOMES
EXISTING ZONING:	R-6
PROPOSED ZONING:	PD (R-TH)
PROPERTY AREA:	11.8 ACRES
LOT AREA (MIN):	2,500 S.F.
LOT WIDTH (MIN):	25'
LOT DEPTH (MIN):	100'
NUMBER OF BEDROOMS:	2-4
NUMBER OF LEVELS:	2-3
MAXIMUM BUILDING HEIGHT:	45'
FRONT SETBACK: (FRONT GARAGE)	20'
FRONT SETBACK: (REAR GARAGE)	10'
REAR SETBACK: (FRONT GARAGE)	15'
REAR SETBACK: (REAR GARAGE)	20'
STREET SIDE SETBACK:	15'
INTERIOR SIDE SETBACK:	6'
TOWN HOME: 2 CAR GARAGE: (FRONT GARAGE)	34
TOWN HOME: 2 CAR GARAGE: (REAR GARAGE)	34
TOWN HOME TOTAL:	68
MAXIMUM NUMBER TOWN HOMES:	72
TOTAL PARKING SPACES:	28

STOP!
CALL BEFORE YOU DIG
Texas 811
Know what's below.
(@ least 72 hours prior to digging)

Issue Date	Description
1 09/10/2025	
2	
3	
4	
5	
6	

CROSS ENGINEERING CONSULTANTS
1720 W. Virginia Street · McKinney, Texas 75069
972.562.4409 · Texas P.E. Firm No. F-3935

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF BRYAN J. WEISGERBER, P.E. NO. 126777 ON 09/10/25. IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES.

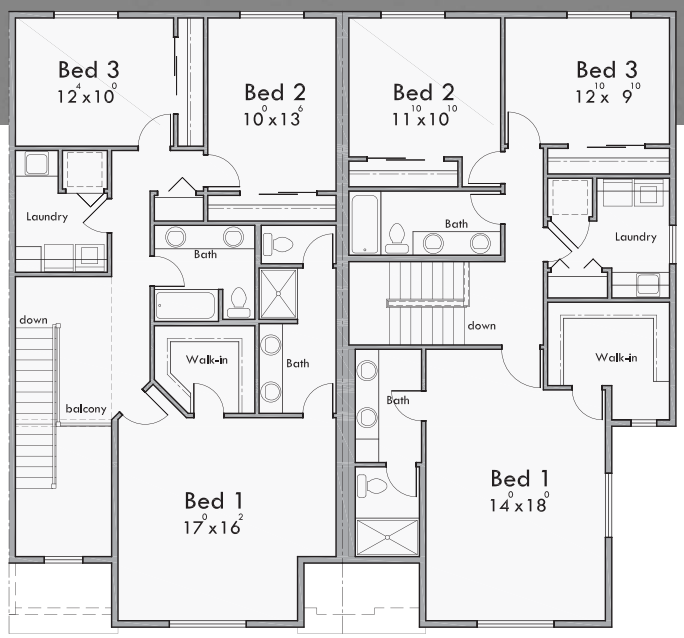
PRELIMINARY LOT LAYOUT
WHITE WING TOWN HOMES
SKYTRUST LLC.
CITY OF SHERMAN, TEXAS

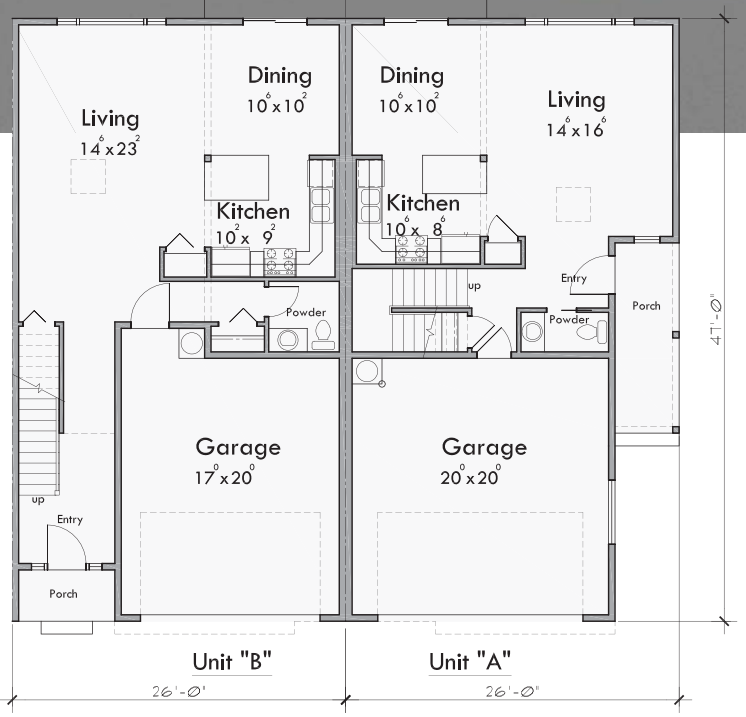
Sheet No. PLL
Project No. 25017

WHITE WING TOWN HOMES

EXHIBIT C







PLAN #F-610

Unit "B" Square Footage:

Main Floor: — 814 sq. ft.
Upper Floor: – 1080 sq. ft.
Total Living: — 1894 sq. ft.
Garage ——— 376 sq. ft.

Unit "A" Square Footage:

Main Floor: — 664 sq. ft.
Upper Floor: – 1078 sq. ft.
Total Living: — 1742 sq. ft.
Garage ——— 431 sq. ft.

www.houseplans.pro by Bruinier & associates, inc. building designers ©
1304 SW Bertha Blvd. Portland, Oregon 97219 (503-246-3022)

EXHIBIT C



EXHIBIT C



EXHIBIT C

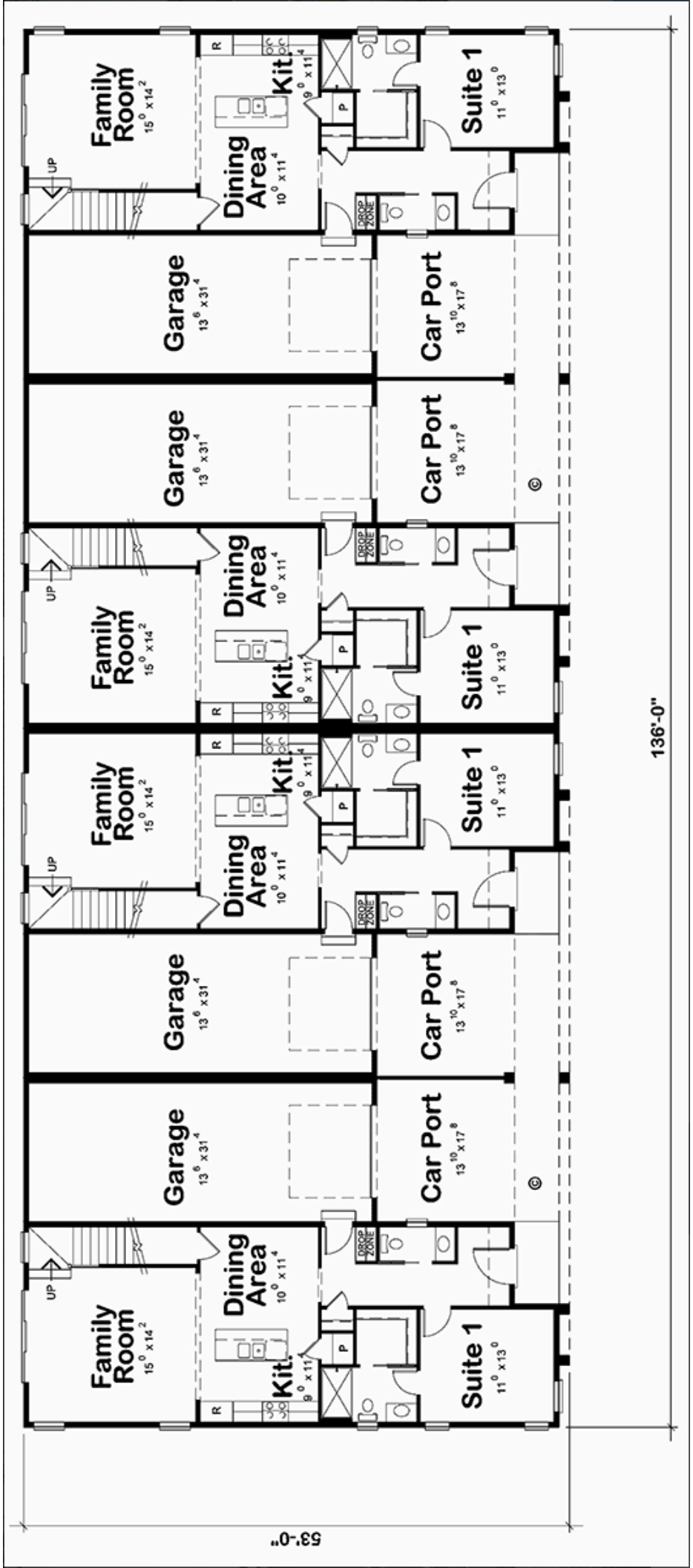
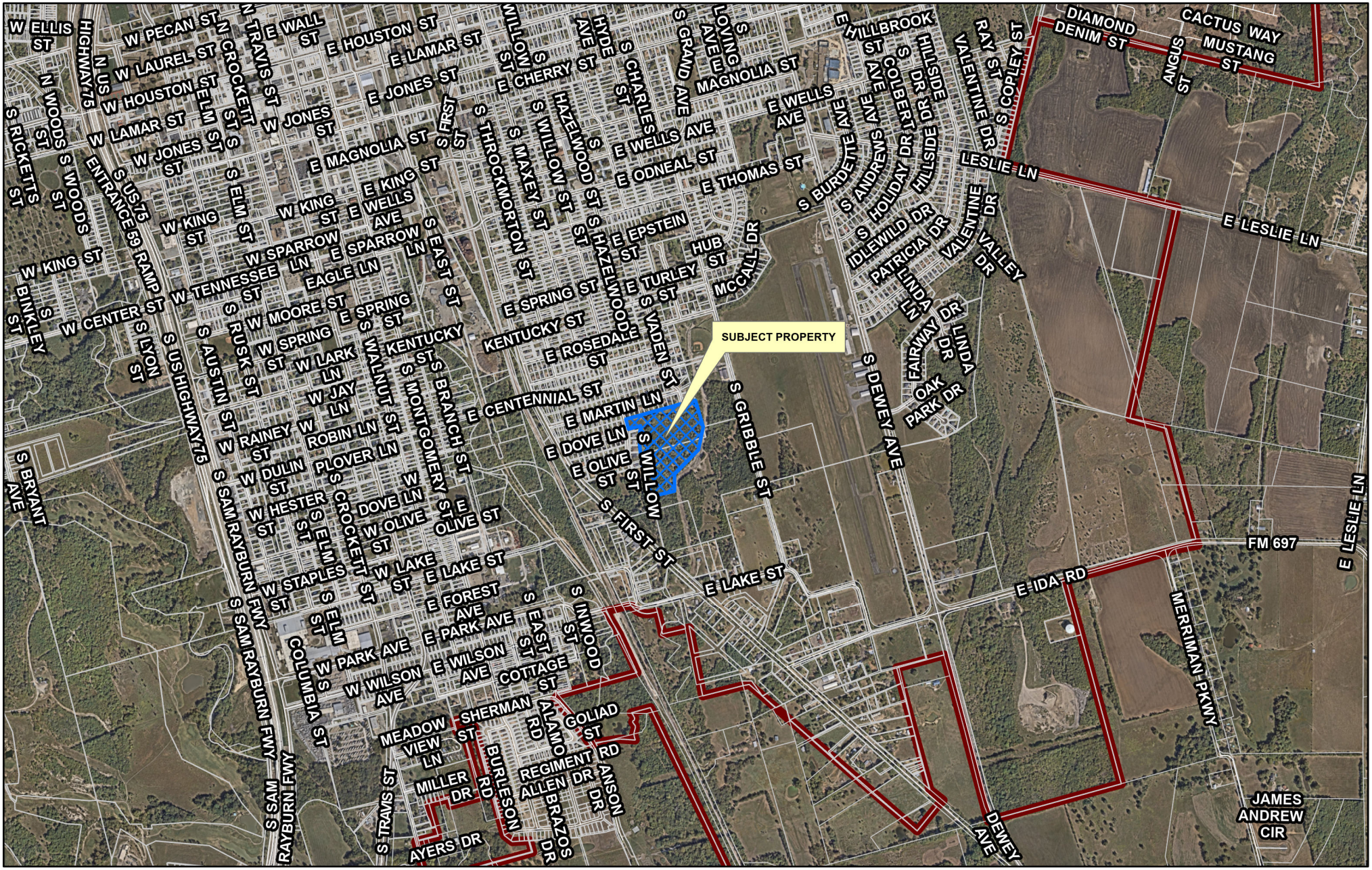

Family Room
15⁰ x 14²
Dining Area
10⁰ x 11⁴
Kit.
9⁰ x 11⁴
R
P
UP
DROP ZONE
Suite 1
11⁰ x 13⁰
Garage
13⁶ x 31⁴
Car Port
13¹⁰ x 17⁸
©
136'-0"
53'-0"

EXHIBIT C





Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services Department

CITY OF SHERMAN
LOCATION MAP
1601 BLK S WILLOW ST

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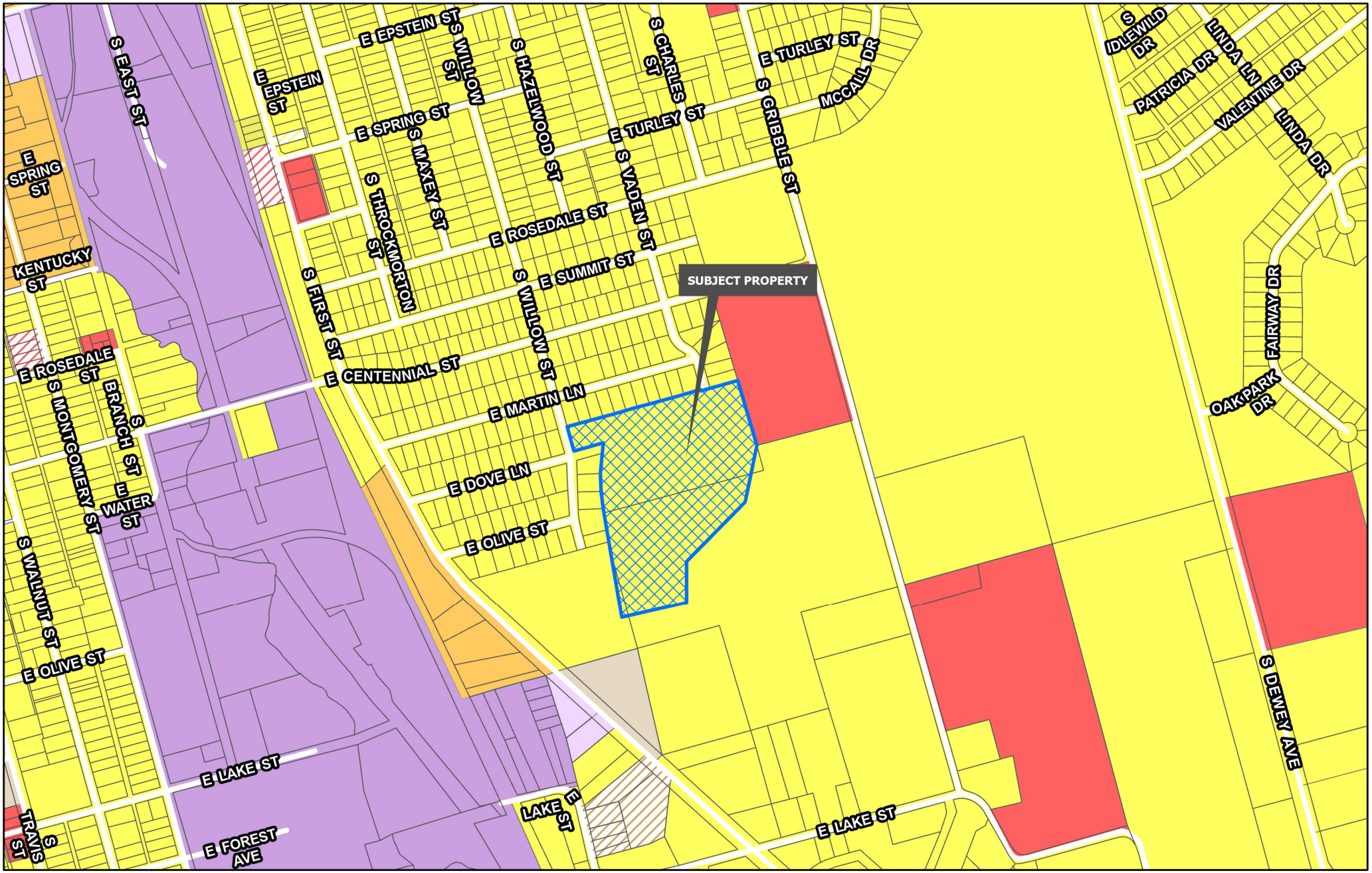

Sherman
CLASSIC TOWN. BROAD HORIZON.
Development Services Department

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

CITY OF SHERMAN
ZONING MAP
1601 BLK S WILLOW ST

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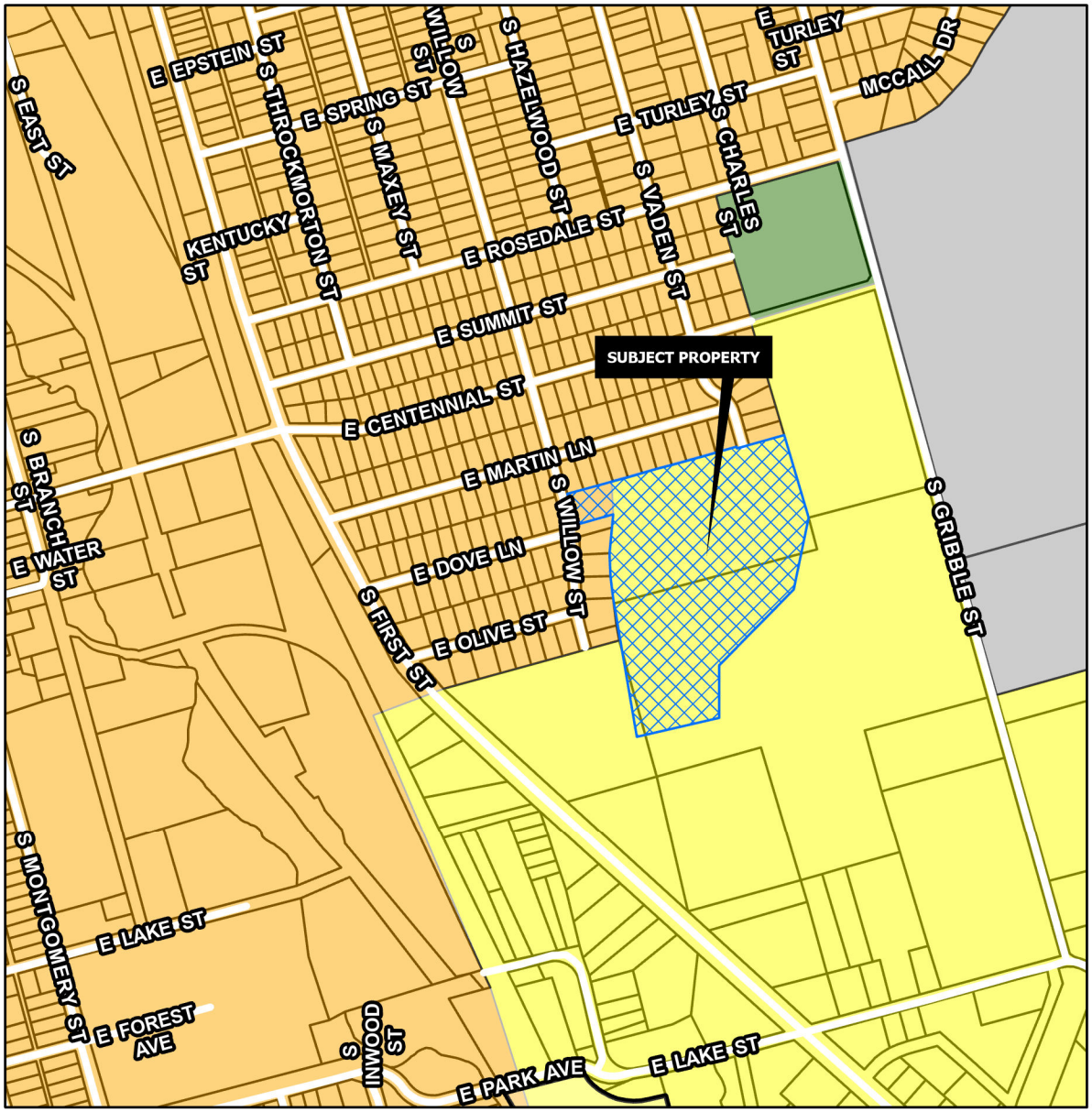

SUBURBAN NEIGHBORHOOD

Intent & Character

The Suburban Neighborhood category is intended to allow primarily single-family detached in a "complete neighborhood" setting. New subdivisions should include a mix of housing products and lot sizes. Areas of supporting local commercial should be integrated into the neighborhoods, primarily along major streets near the entrance of neighborhoods. Community amenities such as parks, trails, open spaces, and civic uses should also be included in the creation of new subdivisions. This category gives flexibility for the creation of master-planned neighborhoods that are compatible with the surrounding area.

Appropriate Land Use Types

- Single-family detached (primary land use type)
- Single-family attached (duplexes and townhomes)
- Local/neighborhood commercial and office
- Parks and open space
- Schools and civic uses

Compatible Zoning Districts

- Estate Residential
- Single-Family Residential (R-12, R-6, R-5, and R-4)
- Multi-Family Residential (MF-15 and MF-30)
- Manufactured Housing
- Neighborhood Commercial
- Planned Development

Considerations

- Street connections to existing and future developments.
- Smaller lots and denser development can serve as a transition from the local commercial areas.

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

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

CITY OF SHERMAN
FUTURE LAND USE MAP
1601 BLK S WILLOW ST

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Date: 10/1/2025 9:51 AM


Sherman
CLASSIC TOWN. BROAD HORIZON.
NOTICE OF PROPOSED ZONING CHANGE
PROJECT #: 000090-2025
Planning & Zoning Map:
FOR MORE INFORMATION CONTACT:
DEVELOPMENT SERVICES
903-892-7229

CROSS ENGINEERING CONSULTANTS

1720 W. Virginia St. • McKinney, Texas 75069
972.562.4409 • Fax 972.562.4471

September 10, 2025

City of Sherman
Planning Department
220 W. Mulberry
Sherman, Texas 75091

Attn: Mr. Rob Rae, Director of Development Services

Re: White Wing Townhomes Rezoning

Dear Mr. Rae:

My client, Equity Trust Co Custodian FBO Marius Meintjes IRA owns approximately 44 acres east of US 75, between S. Willow Street and S. Gribble Street in Sherman, Tx. The owner's intent is to develop approximately 11.8 acres for a future townhome development. The property is currently zoned R-6 and will need to be rezoned. A Planned Development (PD) is being proposed with the base zoning being Townhome Residential (R-TH) district. We would appreciate your assistance and support in this rezoning process. Project details are listed below:

- Owner: Equity Trust Co Custodian FBO Marius Meintjes IRA
- 11.8 acres
- Existing zoning: R-6
- Proposed zoning: PD (Base R-TH)

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

Sincerely,

CROSS ENGINEERING CONSULTANTS, INC.



Bryan Weisgerber, P.E.
Project Manager

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. I.4.

Meeting Date: 11/17/2025

Prepared By: Rob Rae, Developmental Services Director

Approved By: Zachary Flores, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6891

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land Consisting Of 0.1814 Acres Being Lot 5, Block 8, College Park Addition, City Of Sherman, Grayson County, Texas, Located At 820 North Harrison Avenue, Heretofore Zoned R-6 (Single Family Residential) District/College Park Overlay Rezoning And Placing The Tract In The R-2F (Duplex Residential) District/College Park Overlay District Zoning Classification, Rosalba Gomez (Owner) Providing For A Penalty Not To Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

Issue:

Consideration of a Zone Change for 0.1814 acres of land located at 820 North Harrison Avenue from R-6 (Single Family Residential) District/College Park Overlay District to R-2F (Duplex Residential) District/College Park Overlay District.

Background:

The property is located at 820 North Harrison Avenue. The owner would like to Rezone the property from R-6 (Single Family Residental) District to R-2F (Duplex Residential) District to construct a two unit dwelling. This is an existing house that has been converted to include an upstairs unit.

Capital Improvement Program:

N/A

Origination:

The request of Rosalba Gomez (Owner)

Financial Consideration:

None

Staff Recommendation:

At the October 21, 2025 regular meeting, the Planning and Zoning Commission voted 5/0 to recommend to City Council that the Zone Change be approved. **The proposed use is compatible with the City of Sherman Comprehensive Plan.**

Alternatives:

The City Council could deny the request.

Attachments:

1. Ordinance No. 6891
2. Exhibit A- Survey
3. Location Map
4. Zoning Map
5. Future Landuse Map
6. Notification Sign
7. Project Narrative
8. Elevation
9. Opposition Letter 820 N Harrison Ave.

ORDINANCE NO. 6891

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, TO REZONE A TRACT OF LAND CONSISTING OF 0.1814 ACRES BEING LOT 5, BLOCK 8, COLLEGE PARK ADDITION, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED AT 820 NORTH HARRISON AVENUE, HERETOFORE ZONED R-6 (SINGLE FAMILY RESIDENTIAL) DISTRICT/COLLEGE PARK OVERLAY REZONING AND PLACING THE TRACT IN THE R-2F (DUPLEX RESIDENTIAL) DISTRICT/COLLEGE PARK OVERLAY DISTRICT ZONING CLASSIFICATION, ROSALBA GOMEZ (OWNER) PROVIDING FOR A PENALTY NOT TO EXCEED $2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW

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

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

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

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

SECTION 1. That, from and after the effective date of this Ordinance, the property described in **Exhibit A – Survey and Legal Description**, attached hereto, located at 820 North Harrison and all streets, roads and alleyways contiguous and/or adjacent thereto, shall be rezoned and placed in the R-2F(Duplex Residential) District/College Park Overlay District, and that Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14, is hereby amended so as to hereafter include such property.

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

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

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

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

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

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

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

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

INTRODUCED on this the 17th day of November 2025.

ADOPTED on this the 17th day of November 2025.

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

CITY OF SHERMAN, TEXAS

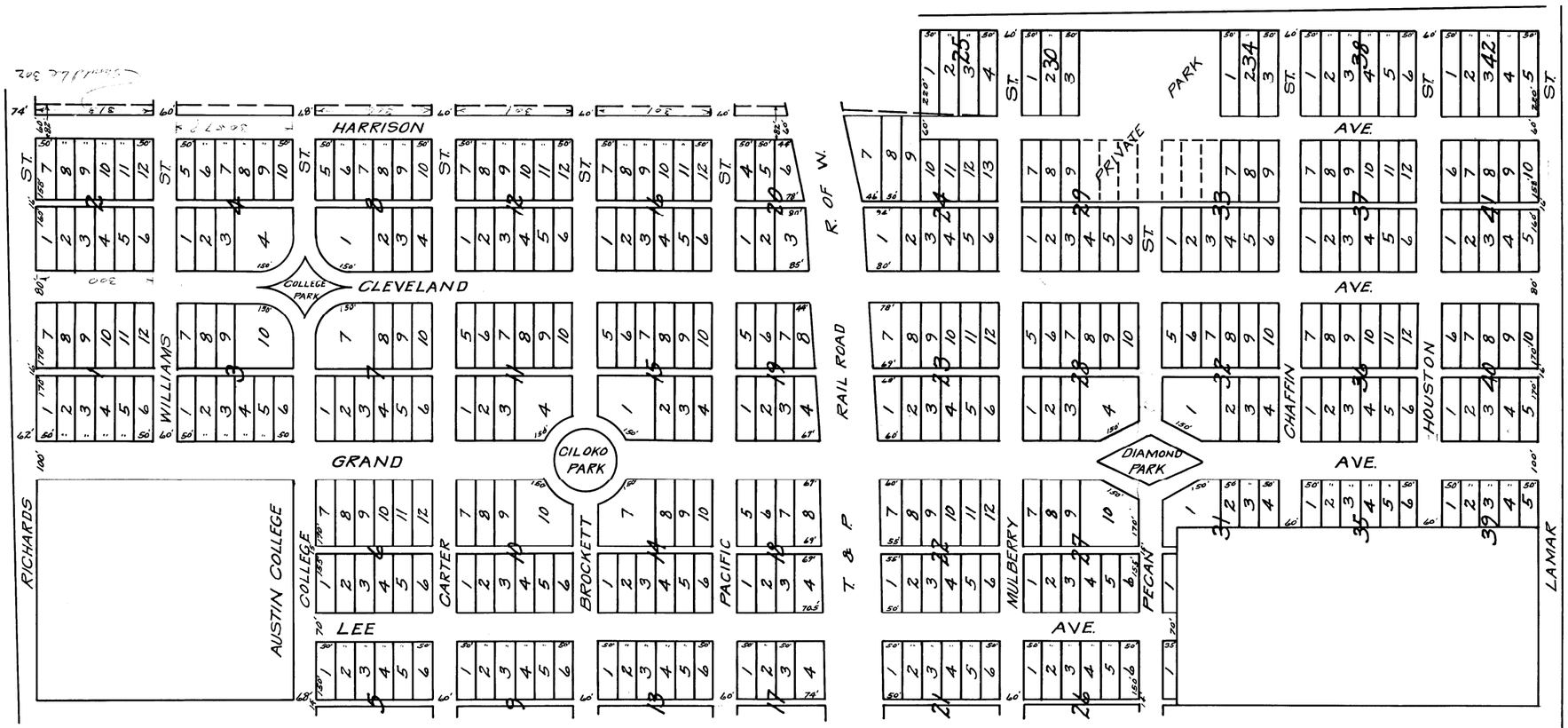
BY: _____
SHAWN TEAMANN, MAYOR

ATTEST:

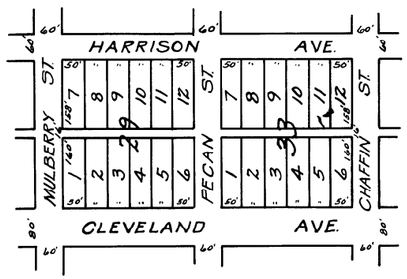
BY: _____
TERI FINE, CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

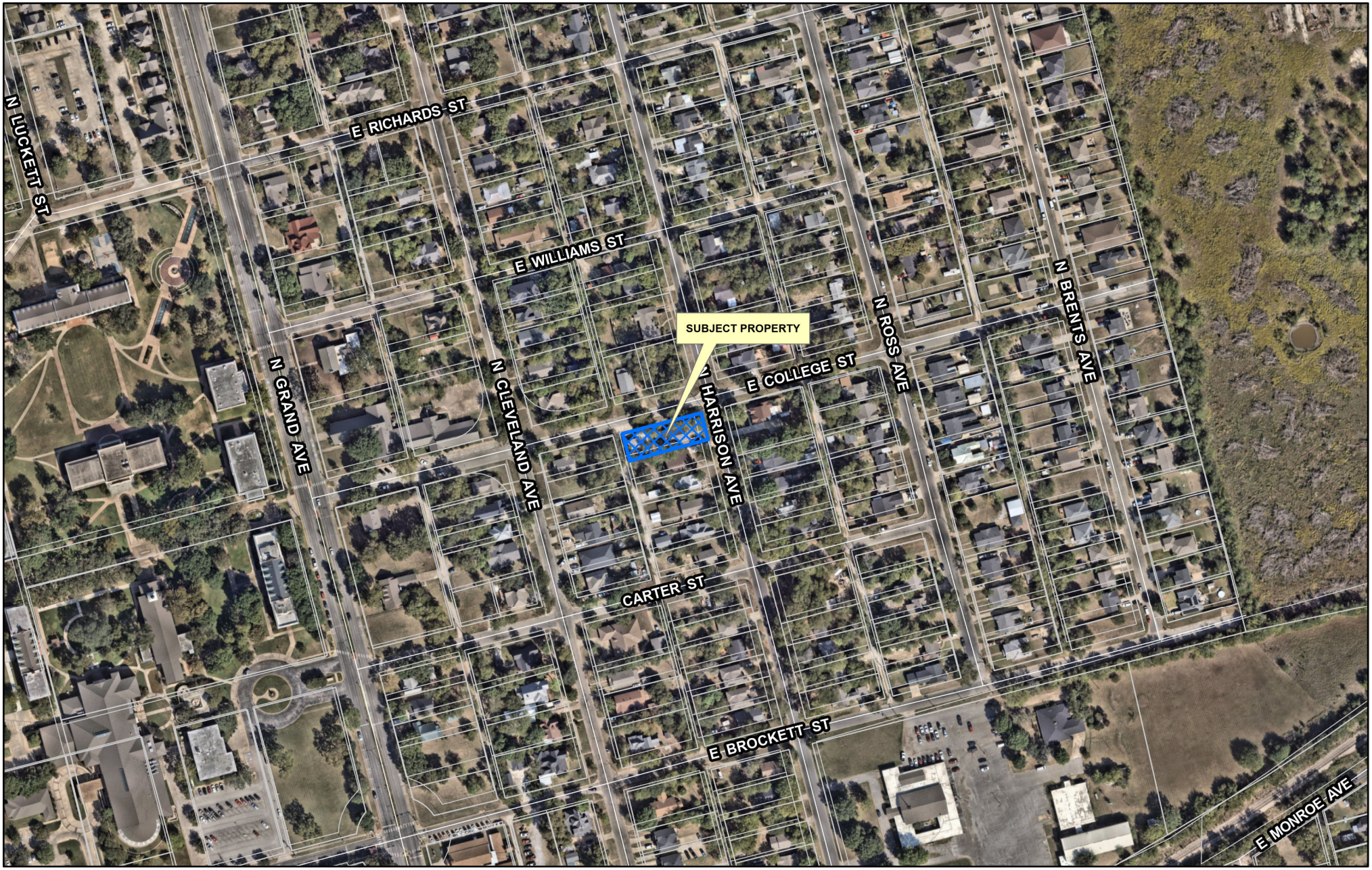


COLLEGE PARK ADDITION
TO
CITY OF SHERMAN
VOL. 81 PAGE 438



SUBDIVISION OF BLOCKS 29 & 33 OF COLLEGE PARK ADD. TO CITY OF SHERMAN VOL. 183 PAGE 281

10082



Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services Department

CITY OF SHERMAN
LOCATION MAP
820 N HARRISON AVE

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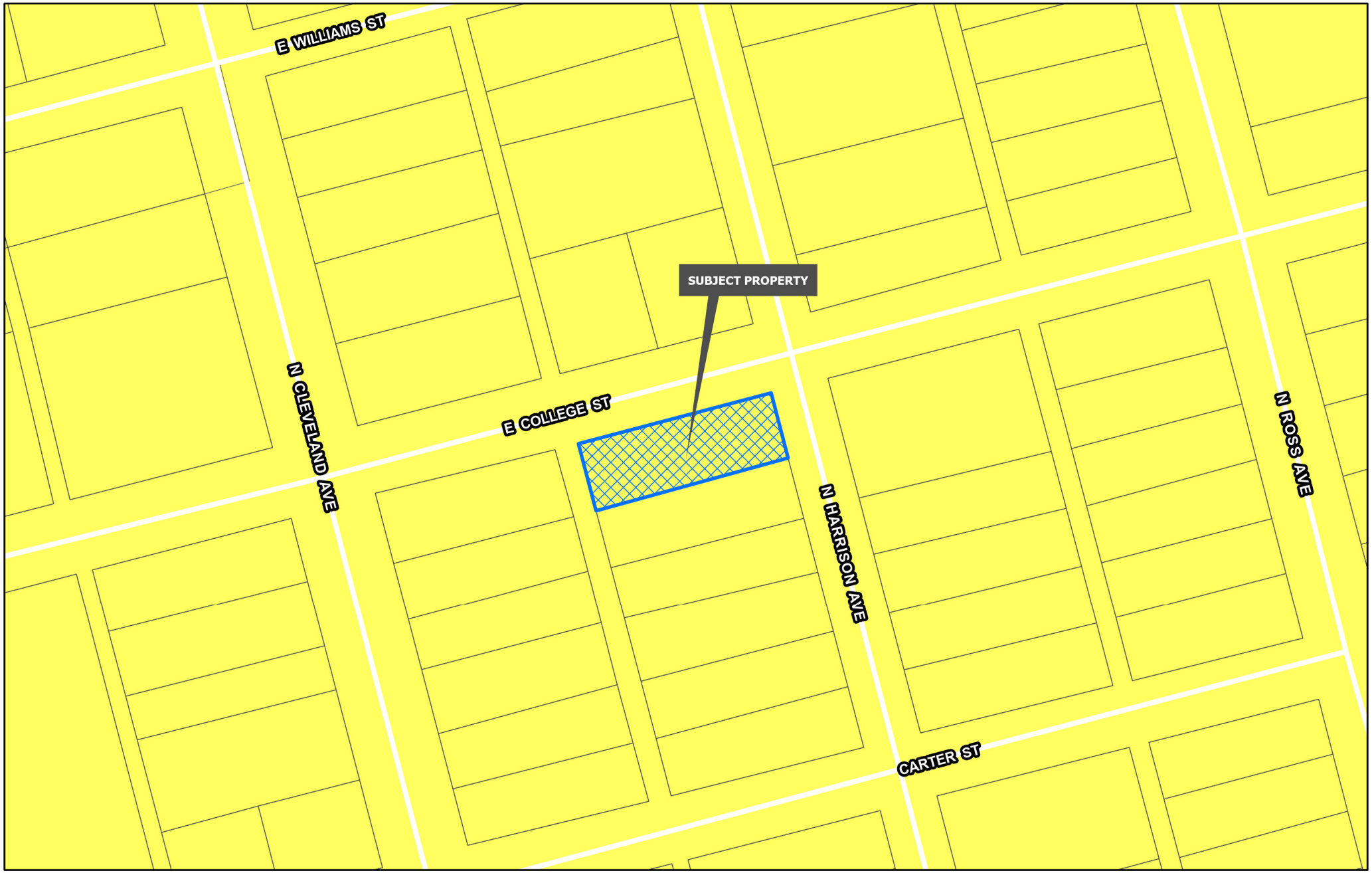

Sherman
CLASSIC TOWN. BROAD HORIZON.
Development Services Department

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

CITY OF SHERMAN
ZONING MAP
820 N HARRISON AVE

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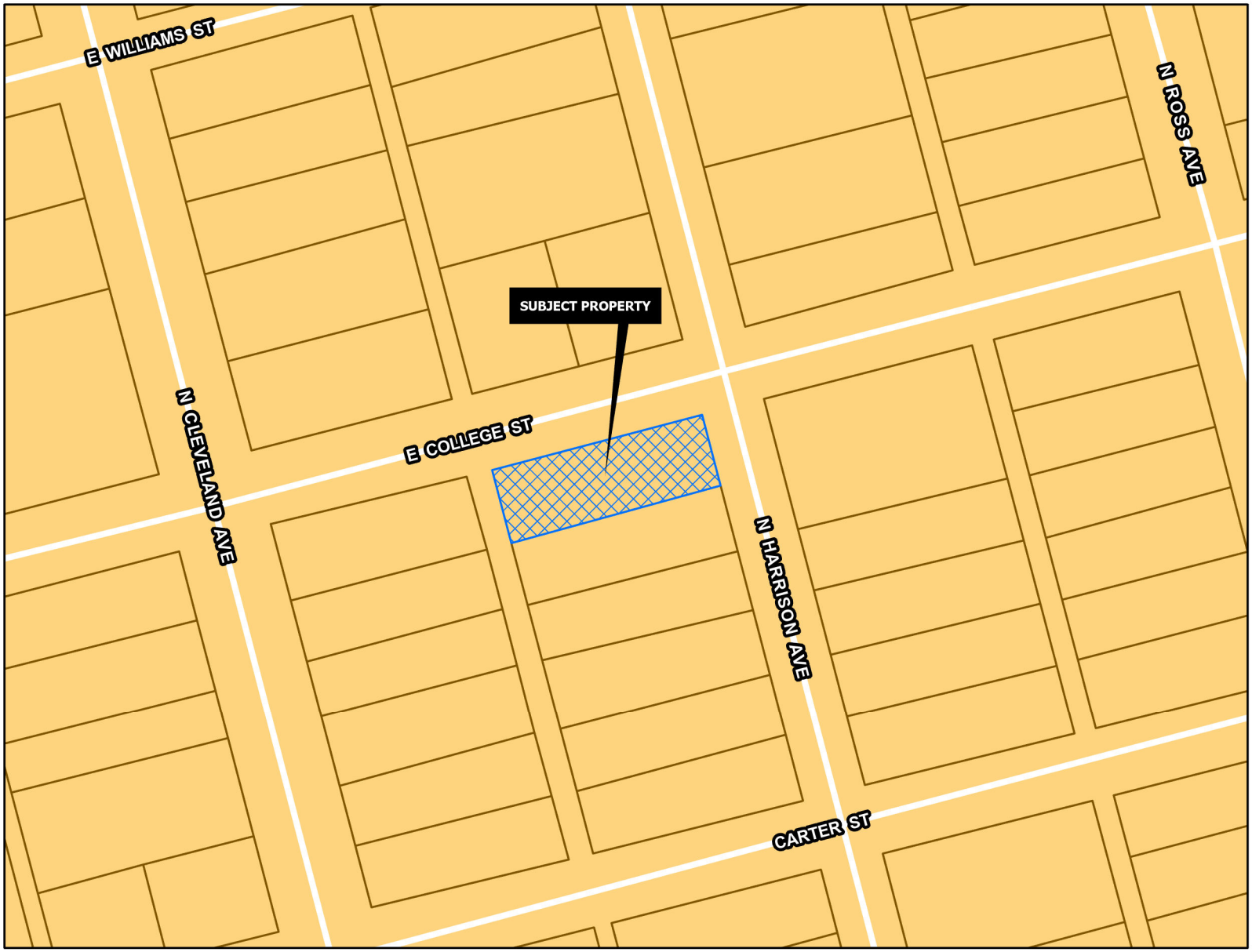

CORE NEIGHBORHOOD

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

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

CITY OF SHERMAN
FUTURE LAND USE MAP
820 N HARRISON AVE

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Date: 10/1/2025 9:51 AM


Sherman
CLASSIC TOWN. BROAD HORIZON.
NOTICE OF
ZONE CHANGE AND
VARIANCE REQUEST
PROJECT #: 000152-2025
Planning & Zoning Map:
FOR MORE INFORMATION
CONTACT:
DEVELOPMENT SERVICES
903-892-7229

Rosalba Gomez
607 S Contemporary Dr
Sherman,Tx 75092
(214)-792-0385

To whom this may concern,

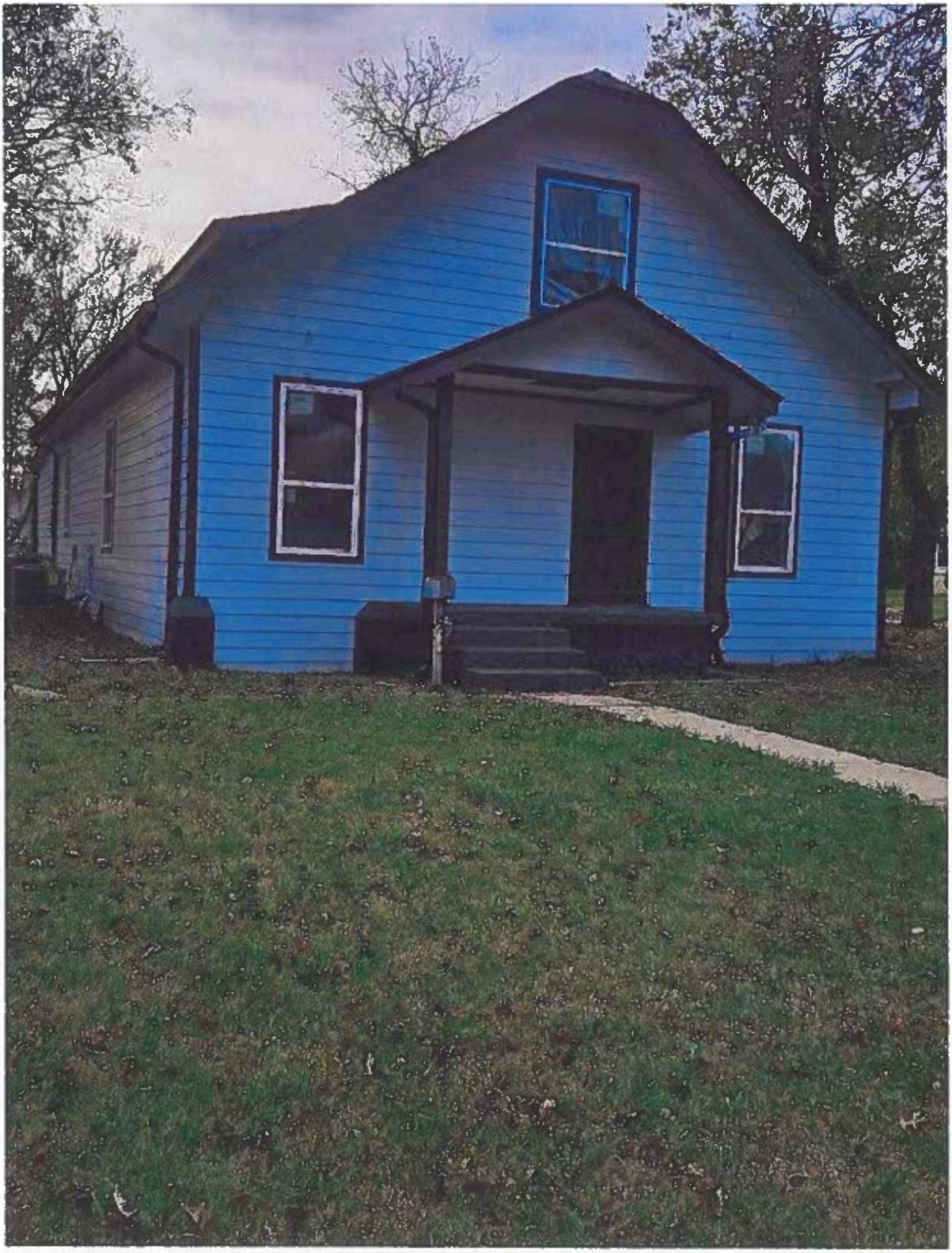
I am writing to formally express our intentions regarding the property located at 820 N Harrison Ave Sherman, Tx 75090. PID- 160368

We are seeking to have the lot rezoned to R-2F with a variance to allow one unit ontop of the other with no common firewall.
In addition, Our plan, upon approval, is to finally complete the project and complete the Certificate Occupancy.

We are committed to ensuring that the renovation aligns with neighborhood aesthetics and city development guidelines.

Thank you for your time and consideration. Please feel free to contact me with any questions or for additional documentation.

Thank you , Rosalba




820

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A
B

I live across the street from this property. I am against rezoning this property from an R-6 to an R-2F (Duplex). This is a very small property and there is no off street parking. The present owner has fixed up this house from a very dilapidated property, and he has already put a duplex there, and he should not have been allowed to do that, but if he is allowed to put another building on the back with another apartment or 2 to replace the building that was torn down, he will have 2 duplexes on a very small lot and no parking. This is a single family neighborhood and should remain as such. Putting all of these units in this neighborhood causes more problems with people and cars. Once you start letting these landlords change the zoning, then the rest of the landlords will be doing the same thing.

Thanks for your consideration
Sandie Kukla

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. I.5.

Meeting Date: 11/17/2025

Prepared By: Rob Rae, Developmental Services Director

Approved By: Zachary Flores, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6892

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land Consisting Of 1.550 Acres Being Lot 5, Oaks Of Norwood, City Of Sherman, Grayson County, Texas, Located At 2217 Norwood Street, Heretofore Zoned MF-30 (Multifamily Residential) District Rezoning And Placing The Tract In The R-6 (Single Family Residential) District Zoning Classification, Monique Wakefield (Owner) And Underwood Drafting & Surveying (Surveyor) Providing For A Penalty Not To Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

Issue:

Consideration of a Zone Change for 1.550 acres of land located at 2217 Norwood Street from an MF-30 (Multifamily Residential) District to R-6 (Single Family Residential) District.

Background:

The property is located at 2217 Norwood Street. The applicant would like to request a Zone Change from a MF-30 (Multifamily Residential) District to an R-6 (Single Family Residential) District for residential development.

Capital Improvement Program:

N/A

Origination:

Monique Wakefield (Owner) and Underwood Drafting & Surveying (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the October 21, 2025 regular meeting, the Planning and Zoning Commission voted 5/0 to recommend to City Council that the Zone Change be approved. **The proposed use is compatible with the City of Sherman Comprehensive Plan.**

Alternatives:

The City Council could deny the request.

Attachments:

1. Ordinance No. 6892
2. Exhibit A- Survey
3. Location Map
4. Zoning Map
5. Future Landuse Map
6. Notification Sign
7. SUPPORT LETTER - GRAHAM

ORDINANCE NO. 6982

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, TO REZONE A TRACT OF LAND CONSISTING OF 1.550 ACRES BEING LOT 5, OAKS OF NORWOOD, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED AT 2217 NORWOOD STREET, HERETOFORE ZONED MF-30 (MULTIFAMILY RESIDENTIAL) DISTRICT REZONING AND PLACING THE TRACT IN THE R-6 (SINGLE FAMILY RESIDENTIAL) DISTRICT ZONING CLASSIFICATION, MONIQUE WAKEFIELD (OWNER) AND UNDERWOOD DRAFTING & SURVEYING (SURVEYOR) PROVIDING FOR A PENALTY NOT TO EXCEED $2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW

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

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

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

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

SECTION 1. That, from and after the effective date of this Ordinance, the property described in **Exhibit A – Survey and Legal Description**, attached hereto, located at 2217 Norwood and all streets, roads and alleyways contiguous and/or adjacent thereto, shall be rezoned and placed in the R-6 (Single Family Residential) District, and that Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14, is hereby amended so as to hereafter include such property.

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

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

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

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

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

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

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

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

INTRODUCED on this the 17th day of November 2025.

ADOPTED on this the 17th day of November 2025.

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

CITY OF SHERMAN, TEXAS

BY: _____
SHAWN TEAMANN, MAYOR

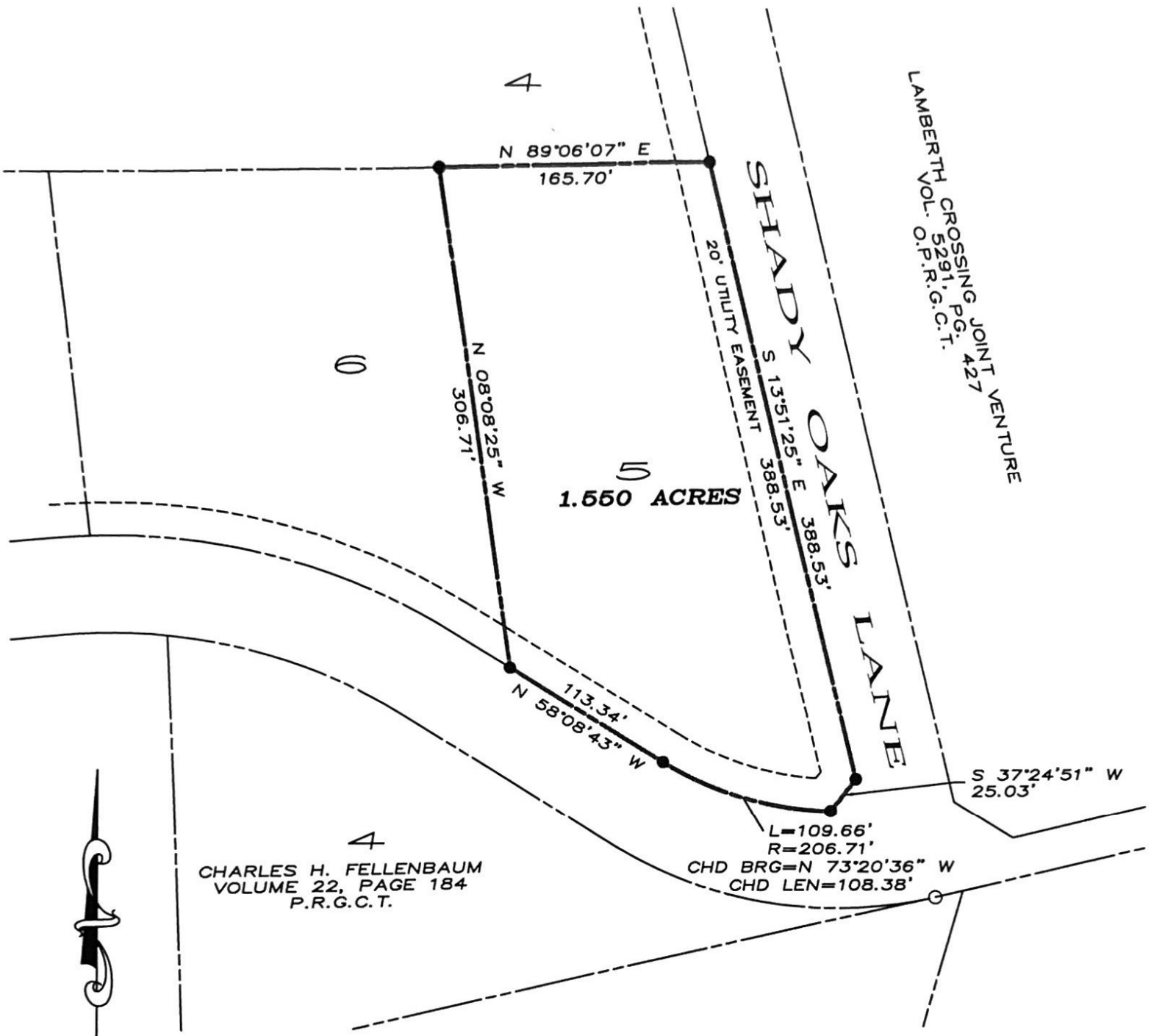
ATTEST:

BY: _____
TERI FINE, CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

JOB NO. 16110761
FW: SM – DFT: CG



SCALE
1" = 100'

LEGEND

- 1/2" STEEL ROD FOUND
- W — WATER METER
- E — ELECTRIC TRANSFORMER
- CO — SEWER CLEANOUT
- AEROBIC SYSTEM
- BOUNDARY LINE
- PROPERTY LINE
- EASEMENT LINE

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

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

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

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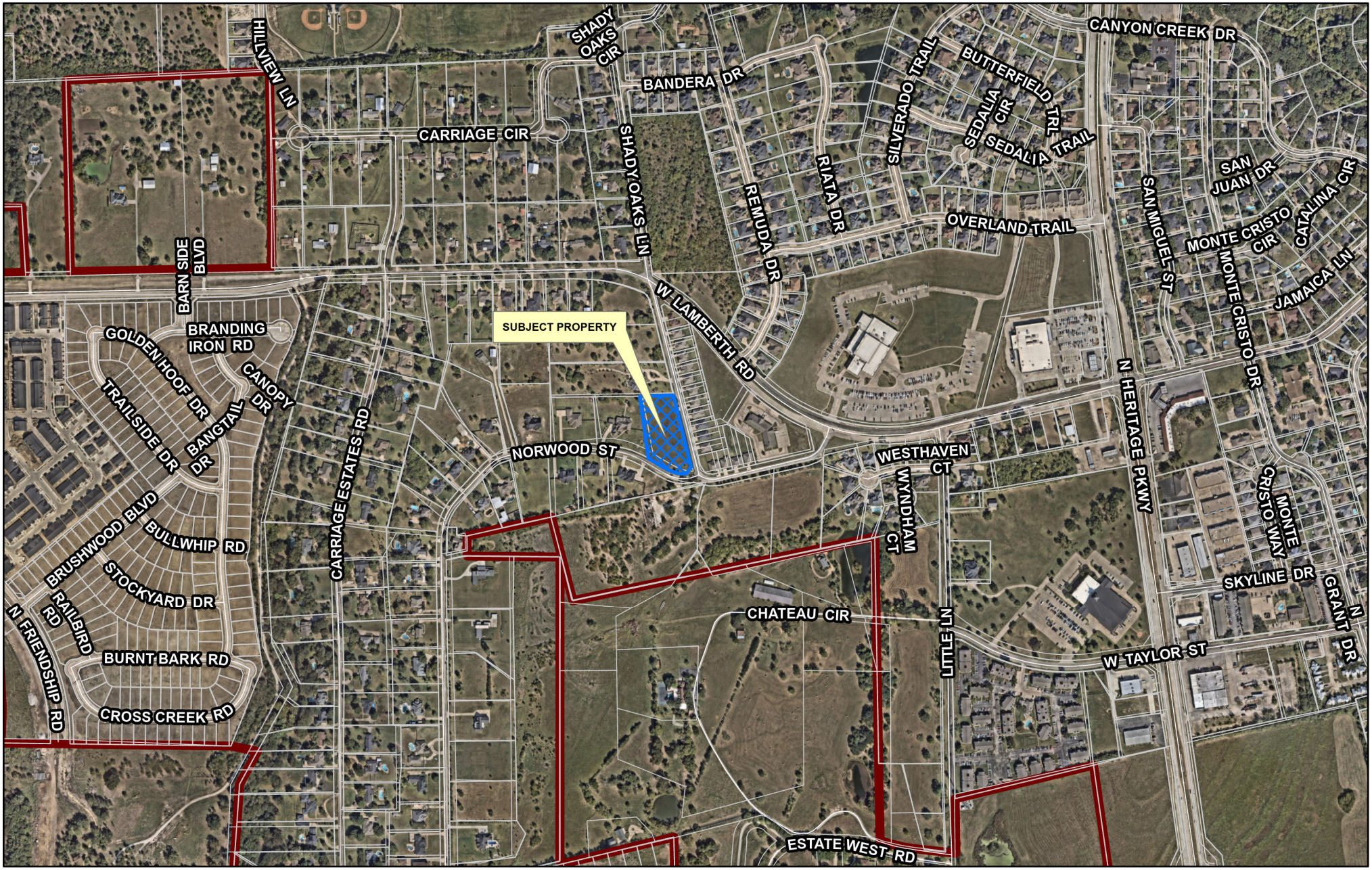
Underwood Drafting & Surveying, Inc.
All rights reserved.

I, Douglas W. Underwood, Registered Professional Land Surveyor do hereby certify that on the 5th day of November 2019, a survey was made on the ground of the property shown hereon, described as Lot 5, of the Oaks of Norwood, an addition to the City of Sherman, Texas, as shown by plat of record in Volume 24, Page 84, of the Plat Records, Grayson County, Texas, and is correct, and that there are no discrepancies, conflicts, shortages in area, boundary line conflicts, encroachments, overlapping of improvements, easements or right–of–way, except as shown on the plat herewith, and that the plat herewith is a true, correct and accurate representation of the property legally described hereinabove.

STATE OF TEXAS
REGISTERED
DOUGLAS W. UNDERWOOD
4709
PROFESSIONAL
LAND SURVEYOR

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

UNDERWOOD
DRAFTING & SURVEYING
3404 INTERURBAN ROAD DENISON, TEXAS 75021 (903)465–2151



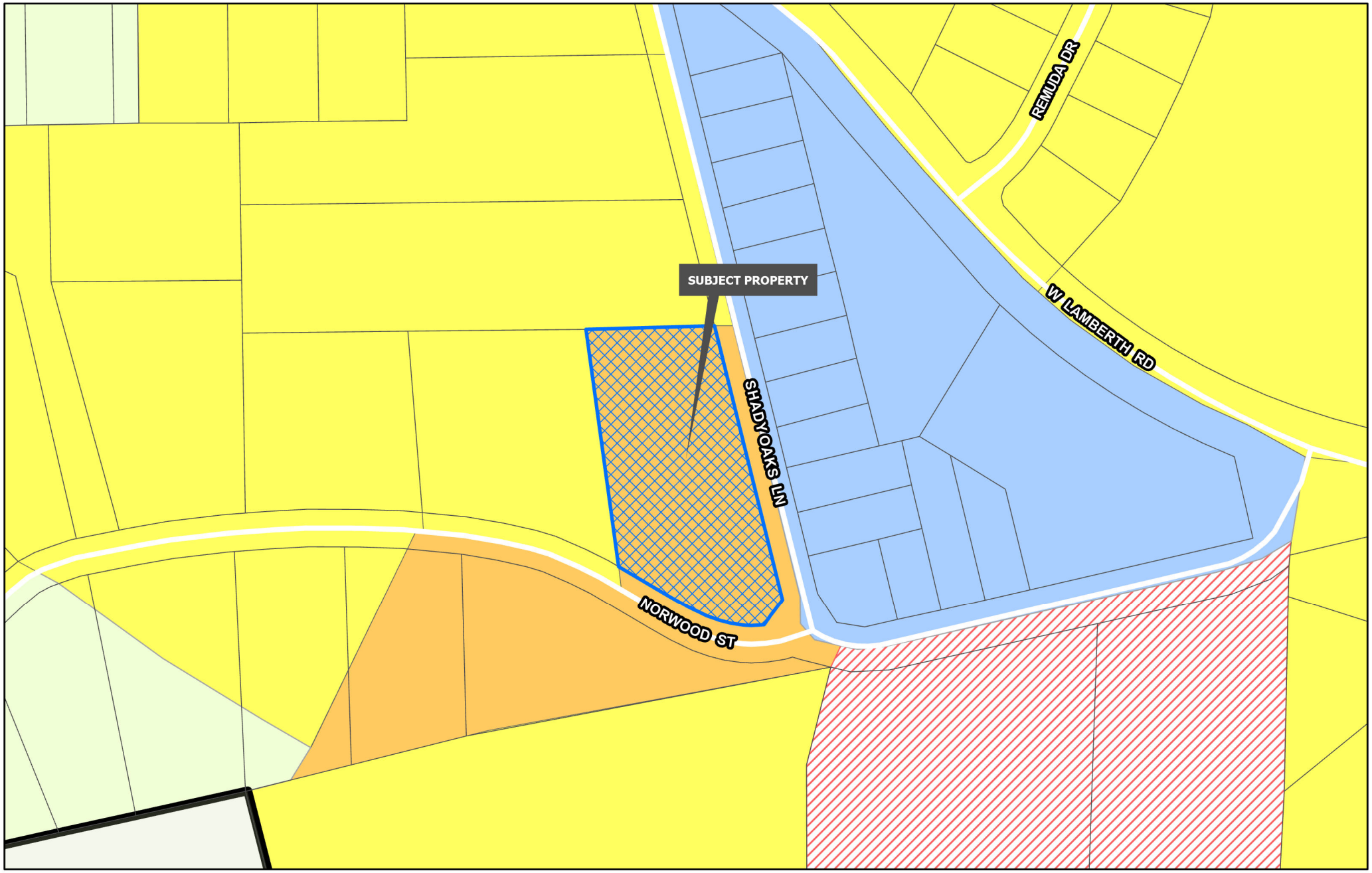
Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services Department

CITY OF SHERMAN
LOCATION MAP
2217 NORWOOD ST

N
W E
S

Date: 10/1/2025 9:51 AM



Sherman
CLASSIC TOWN. BROAD HORIZON.
Development Services Department

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

CITY OF SHERMAN
ZONING MAP
2217 NORWOOD ST

N
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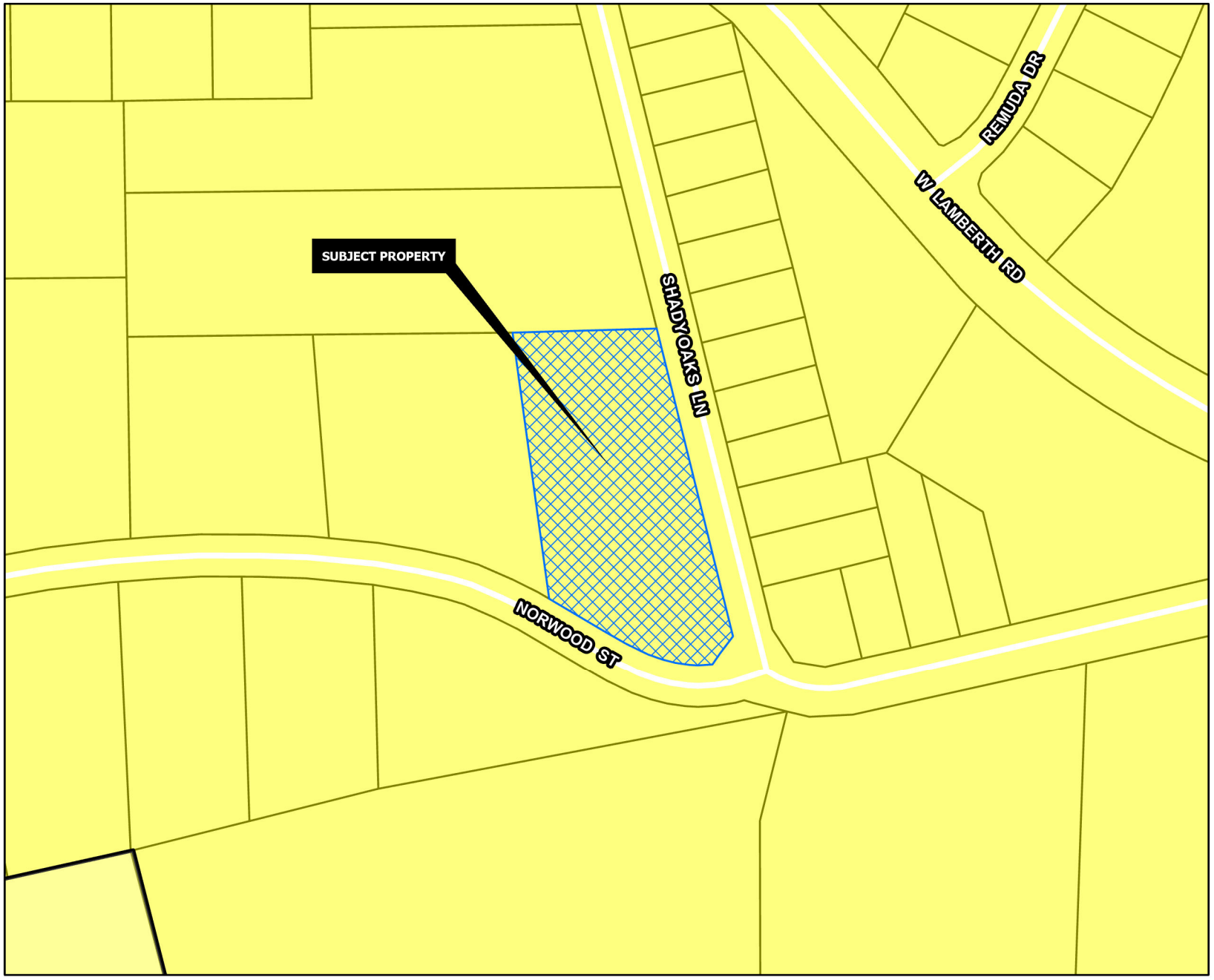
Date: 10/1/2025 9:51 AM



SUBURBAN NEIGHBORHOOD

Intent & Character

The Suburban Neighborhood category is intended to allow primarily single-family detached in a "complete neighborhood" setting. New subdivisions should include a mix of housing products and lot sizes. Areas of supporting local commercial should be integrated into the neighborhoods, primarily along major streets near the entrance of neighborhoods. Community amenities such as parks, trails, open spaces, and civic uses should also be included in the creation of new subdivisions. This category gives flexibility for the creation of master-planned neighborhoods that are compatible with the surrounding area.

Appropriate Land Use Types

- Single-family detached (primary land use type)
- Single-family attached (duplexes and townhomes)
- Local/neighborhood commercial and office
- Parks and open space
- Schools and civic uses

Compatible Zoning Districts

- Estate Residential
- Single-Family Residential (R-12, R-6, R-5, and R-4)
- Multi-Family Residential (MF-15 and MF-30)
- Manufactured Housing
- Neighborhood Commercial
- Planned Development

Considerations

- Street connections to existing and future developments.
- Smaller lots and denser development can serve as a transition from the local commercial areas.

Sherman
CLASSIC TOWN. BROAD HORIZON.
Development Services Department

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

N
W E
S

CITY OF SHERMAN
FUTURE LAND USE MAP
2217 NORWOOD ST

Date: 10/1/2025 9:51 AM



Turner, Kerri

From: Planning
Subject: FW: 2217 Norwood zoning chang

From: Karla Graham
Sent: Thursday, October 9, 2025 3:36 PM
To: Planning <Planning@cityofsherman.com>
Subject: 2217 Norwood zoning chang

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

Bruce and Karla Graham - 2300 Shady Oaks Ln.- do not have any
objections to the zoning change requested from Multi-family to Single family on the lot just north of our property
We really appreciate the communications from the City and interested party representative.

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. I.6.

Meeting Date: 11/17/2025

Prepared By: Rob Rae, Developmental Services Director

Approved By: Zachary Flores, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6893

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, Repealing Ordinance 6792, And Granting A Specific Use Permit To Allow Hotel Or Motel In A C-1 (Retail Business) District Located At 2105 Texoma Parkway, Consisting Of 8.441 Acres Being In The Smith Mcglothlin Survey, Abstract No. 808 And The J.B. Mcanair Survey, Abstract No. 763, City Of Sherman, Grayson County, Texas Nilesh Golakia (Owner) And Bluestar Surveying LLC (Surveyor) Prescribing Conditions To The Specific Use Permit; Providing A Penalty Not To Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

Issue:

Repealing Ordinance 6792 and Consideration of a Specific Use Permit for 8.441 acres of land located at 2105 Texoma Parkway to Allow Hotel Or Motel In A C-1 (Retail Business) District.

Background:

The property is located at 2105 Texoma Parkway. This applicant received a Specific Use Permit (Ordinance No. 6792) on December 16, 2024 for a hotel in a C-1 District. The previously approved SUP expires on the 1st year anniversary which will be December 16, 2025. The applicant would like to receive a new Specific Use Permit to replace the expiring SUP to allow a Hotel or Motel in a C-1 (Retail Business) District.

The following has been approved for this property.

- 11/19/2024 - Public Hearing, Site Plan and Specific Use Permit under Section 14.06.009 to allow Hotel or motel in a C-1 (Retail Business) District.
- 11/19/2024 - Public Hearing Zone Change from a C-2 (General Commercial) District to a C-1 (Retail Business) District.
- 03/14/2000 - To allow a private club in a C-2 (General Commercial) District
- 06/13/1961 - To allow an apartment house on a lot with frontage less than 100' wide

Capital Improvement Program:

N/A

Origination:

Nilesh Golakia (Owner) and Bluestar Surveying LLC (Surveyor)

Financial Consideration:

None

Staff Recommendation:
At the October 21, 2025 regular meeting, the Planning and Zoning Commission voted 5/0 to recommend to City Council that the Specific Use Permit be approved. **The proposed use is compatible with the City of Sherman Comprehensive Plan.**

Alternatives:
The City Council could deny the request.

Attachments:
1. Ordinance No. 6893
2. Exhibit A
3. Location Map
4. Zoning Map
5. Future Landuse Map
6. Notification sign
7. Notification sign (2)
8. Site Plan
9. Elevations
10. Ord. No. 6792

ORDINANCE NO. 6893

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, REPEALING ORDINANCE 6792, AND GRANTING A SPECIFIC USE PERMIT TO ALLOW HOTEL OR MOTEL IN A C-1 (RETAIL BUSINESS) DISTRICT LOCATED AT 2105 TEXOMA PARKWAY, CONSISTING OF 8.441 ACRES BEING IN THE SMITH MCGLOTHLIN SURVEY, ABSTRACT NO. 808 AND THE J.B. MCANAIR SURVEY, ABSTRACT NO. 763, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS NILESH GOLAKIA (OWNER) AND BLUESTAR SURVEYING LLC (SURVEYOR) PRESCRIBING CONDITIONS TO THE SPECIFIC USE PERMIT; PROVIDING A PENALTY NOT TO EXCEED $2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW

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

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

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

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

SECTION 1. That, from and after the effective date of this Ordinance, the property located at 2105 Texoma Parkway, City of Sherman, Grayson County, Texas is/are granted a Specific Use Permit allow a Hotel or Motel, subject to the conditions described in this Ordinance and that Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14 is hereby amended so as to hereafter include property as described as **Exhibit A – Survey/Site Plan**.

SECTION 2. Repeal of Ordinance No. 6792. The City Council hereby repeals Ordinance No. 6792 of the Code of Ordinances in its entirety. The effective date of such repeal shall not occur until the effective date of this Ordinance, at which time Ordinance No. 6792 shall be repealed. Such repeal shall not abate any pending prosecution or lawsuit or prevent any prosecution or lawsuit from

being commenced for any violation of any provision of Ordinance No. 6792 occurring before the effective date of this Ordinance.

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

Zoning:

1. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's Zoning Ordinance/Code of Ordinance Chapter 14.
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal (stevend@cityofsherman.com). *(Code of Ordinances Chapter 3.02(c))*
3. Permanent residents are not permitted. Hotel guests may not stay longer than 30 days.
4. The Owner/Applicant must apply for the required plat no later than 90 days from this approval.
5. The property must be properly maintained in a state of good repair and neat appearance.
6. The use of the property must comply with all Federal and State Laws and Regulations and with all the Ordinances, Rules and Regulations of the City of Sherman.
7. The granting of the Specific Use Permit has no effect on the uses permitted as of right and does not waive the regulations of the underlying zoning district.
8. Notwithstanding anything to the contrary herein, the Specific Use Permit granted in this Ordinance shall automatically expire, terminate and be rescinded in the event that a person or entity other than Nilesh Golakia is the owner or lessee of the Property.
9. A Specific Use Permit is an amendment to the district regulations of the Zoning Ordinance that permits the establishment of a specific use within a zoning district in which such specific use may be established unless such use of land or structure is discontinued or abandoned for a period of thirty (30) consecutive days in which event such Specific Use Permit shall be void and such use may not thereafter be resumed unless a new Specific Use Permit is granted in accordance with this section. *(Chapter 14, Sec. 14.06.009(a)(1)(C))*
10. The approval of a Site Plan shall be effective for a period of two (2) years from the date of approval, at the end of which time the Site Plan shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Site Plan was approved.
11. Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

Engineering

Platting of the property is required prior to building permits being issued. *Code of Ordinances Chapter10.01.005; Texas Local Government Code Title 1, Sec. 212.004*

Additional Conditions:

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

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

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

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

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

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

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

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

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

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

INTRODUCED on this the 17th day of November 2025.

ADOPTED on this the 17th day of November 2025.

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

CITY OF SHERMAN, TEXAS

BY: _____
SHAWN TEAMANN, MAYOR

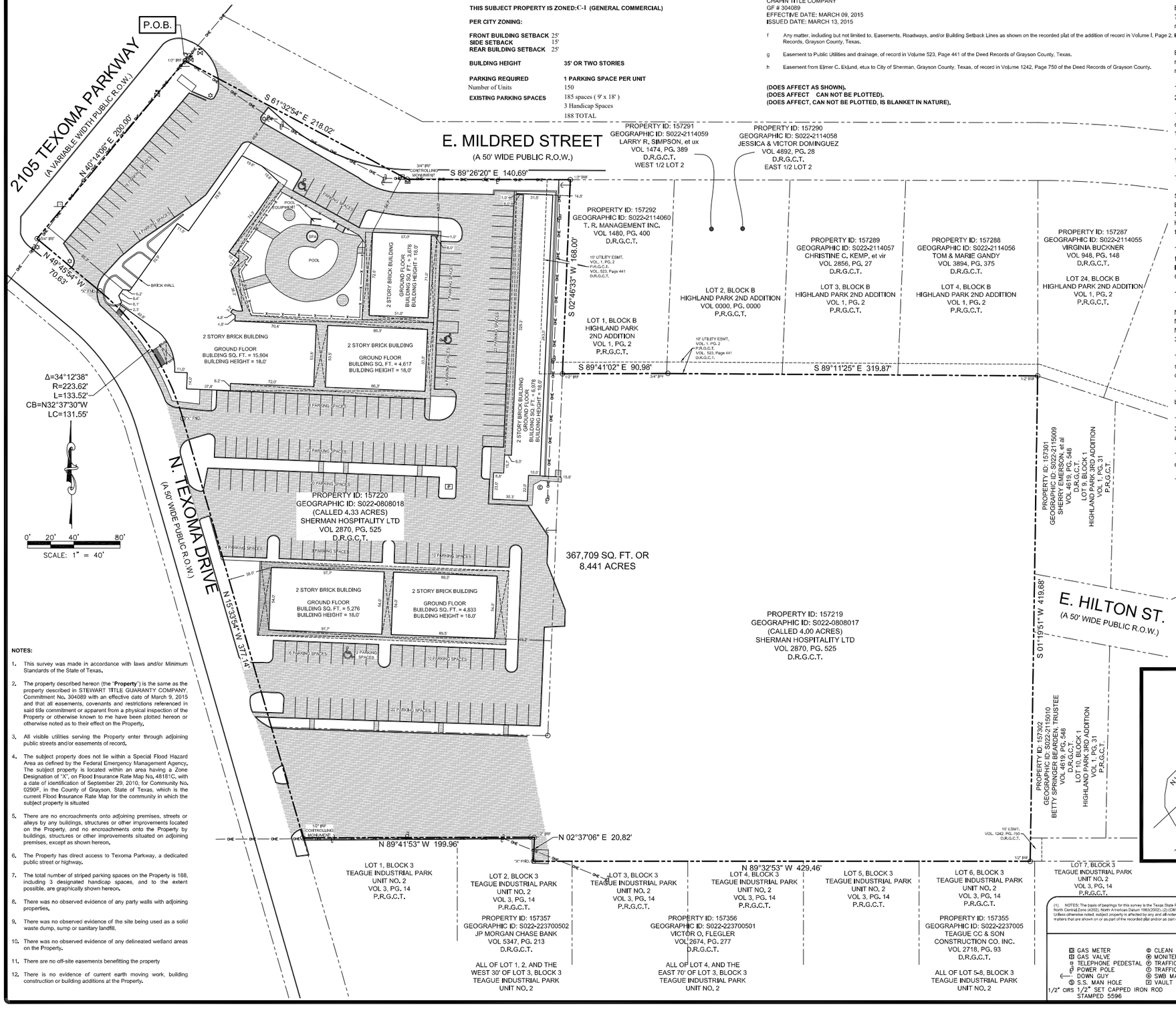
ATTEST:

BY: _____
TERI FINE, CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

EXHIBIT A



PER CITY OF SHERMAN TEXAS

THIS SUBJECT PROPERTY IS ZONED:C-1 (GENERAL COMMERCIAL)

PER CITY ZONING:

FRONT BUILDING SETBACK	25'
SIDE SETBACK	15'
REAR BUILDING SETBACK	25'
BUILDING HEIGHT	**35' OR TWO STORIES**
PARKING REQUIRED	**1 PARKING SPACE PER UNIT**
Number of Units	150
EXISTING PARKING SPACES	185 spaces (9' x 18')
	3 Handicap Spaces
	188 TOTAL

SCHEDULE B TITLE EXCEPTION ITEMS
CHAPIN TITLE COMPANY
GF # 304089
EFFECTIVE DATE: MARCH 09, 2015
ISSUED DATE: MARCH 13, 2015

f Any matter, including but not limited to, Easements, Roadways, and/or Building Setback Lines as shown on the recorded plat of the addition of record in Volume I, Page 2, Plat Records, Grayson County, Texas.

g Easement to Public Utilities and drainage, of record in Volume 523, Page 441 of the Deed Records of Grayson County, Texas.

h Easement from Elmer C. Eklund, etux to City of Sherman, Grayson County, Texas, of record in Volume 1242, Page 750 of the Deed Records of Grayson County.

(DOES AFFECT AS SHOWN).
(DOES AFFECT CAN NOT BE PLOTTED).
(DOES AFFECT, CAN NOT BE PLOTTED, IS BLANKET IN NATURE).

PROPERTY DESCRIPTION

Being an 8.441 acre tract of land situated in the Smith McGlothlin Survey, Abstract No. 808, and the J.B. Mcanair Survey, Abstract No. 763, being all of that certain called 4.33 acre tract and a called 4.00 acre tract of land described in a deed to Sherman Hospitality LTD, recorded in Volume 2870, Page 525, Deed Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod found for the northwest corner of said called 4.33 acre tract, said point being in the southeast right-of-way line of Texoma Parkwway (a variable width right-of-way), and the south right-of-way line of E. Mildred Street (a 50 foot wide right-of-way);

THENCE S 61°32'54" E, along the north line of said called 4.33 acre tract and the south right-of-way line of E Mildred Street, a distance of 218.02 feet to a 3/4 inch iron rod found for corner;

THENCE S 89°26'20" E, along the north line of said called 4.33 acre tract and the south right-of-way line of E Mildred Street, passing the common corner of said called 4.33 acre tract and the northwest corner of Lot 1, Block B, Highland Park 2nd Addition, recorded in Volume 1, Page 2, Plat Records, Grayson County, Texas, and continuing a total distance of 218.02 feet to a 3/4 inch iron rod found for corner;

THENCE S 02°46'33" W, crossing said Lot 1, Block B, and along the east line of said called 4.33 acre tract, a distance of 168.00 feet to a 1/2 inch iron rod found in the south line of said Lot 1, Block B, same being the northwest corner of said called 4.00 acre tract;

THENCE along the common line of said Highland Park 2nd Addition and said called 4.00 acre tract the following calls:

S 89°41'02" E, a distance of 90.98 feet to a 3/4 inch iron rod found for corner, said point being the common corner of Lot 1 and Lot 2, Block B, of said Highland Park 2nd Addition;
S 89°11'25" E, a distance of 319.87 feet to a 1/2 inch iron rod found for the common corner of Lot 4, Block B and Lot 24, Block B, of said Highland Park 2nd Addition, and Lot 9, Block 1, of Highland Park 3rd Addition, an addition in the City of Sherman according to the plat thereof recorded in Volume 1, Page 31, Plat Records, Grayson County, Texas;

THENCE S 01°19'51" W, along the common line of said called 4.00 acre tract and said Highland Park 3rd Addition, a distance of 419.68 feet to a 1/2 inch iron rod found for the southeast corner of said called 4.00 acre tract, and being in the north line of Lot 6, Block 3, Teague Industrial Park, Unit No. 2, an addition in the City of Sherman according to the plat thereof recorded in Volume 3, Page 14, Plat Records, Grayson County, Texas;

THENCE along the common line of said Teague Industrial Park, Unit No. 2 and said called 4.00 acre tract the following calls:

N 89°32'53" W, a distance of 429.46 feet to an "X" cut in concrete found for corner;
N 02°37'06" E, a distance of 20.82 feet to a 1/2 inch iron rod found for corner;
N 89°41'53" W, a distance of 199.96 feet to a 1/2 inch iron rod found for the common corner of said called 4.00 acre tract and Lot 1, Block 3, of said Teague Industrial Park, Unit No. 2, said point being in the east right-of-way line of N Texoma Drive;

THENCE N 15°33'54" W, along the west line of said called 4.00, and the east line of said N Texoma Drive, passing the common corner of said called 4.00 acre tract and said called 4.33 acre tract, and continuing a total distance of 377.14 feet to an "X" cut in concrete found for corner, said point being the beginning of a curve to the left having a delta angle of 34°12'38", a radius of 223.62 feet;

THENCE , along the west line of said called 4.33, and the east line of said N Texoma Drive, an arc distance of 133.52 feet, a chord bearing and distance of N 32°37'30" W, 131.55 feet to an "X" cut in concrete found for corner;

THENCE N 49°45'54" W., along the west line of said called 4.33, and the east line of said N Texoma Drive, a distance of 70.63 feet to a 3/4 inch iron rod found for the southwest corner of said called 4.33 acre tract, and being at the southeast intersection of N Texoma Drive and Texoma Parkway;

THENCE N 40°14'06" E, along the west line of said called 4.33 acre tract and the southeast right-of-way line of said Texoma Parkway, a distance of 200.00 feet to the POINT OF BEGINNING and containing 367,709 square feet or 8.441 acres of land more or less.

THIS PROPERTY IS THE SAME PROPERTY DESCRIBED IN STEWART TITLE GUARANTY COMPANY COMMITMENT.

SURVEYOR'S CERTIFICATION

TO: Rash Ventures, LLC
Sherman Hospitality, LTD., a Texas limited partnership
Chapin Title Company
Stewart Title Guaranty Company

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2011 Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys, Jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 6(b), 7(a), 7(b)(1), 7(c), 8, 9, 10(a), 11(a), 13, 14, 16, 17, 18, and 20(a) of Table A thereof. The field work was completed on March 24, 2015.

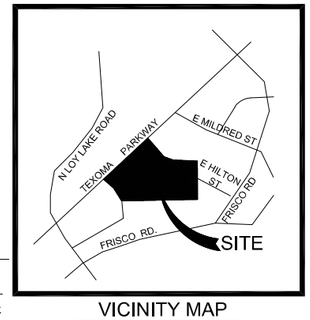
Date of Plat or Map: April 6, 2015.

Roy Rodriguez
Registered Professional Land Surveyor
Registration No.: Texas 5596

STATE OF TEXAS REGISTERED Roy Rodriguez 5596 PROFESSIONAL LAND SURVEYOR

NOTES:

1. This survey was made in accordance with laws and/or Minimum Standards of the State of Texas.
2. The property described hereon (the "**Property**") is the same as the property described in STEWART TITLE GUARANTY COMPANY, Commitment No. 304089 with an effective date of March 9, 2015 and that all easements, covenants and restrictions referenced in said title commitment or apparent from a physical inspection of the Property or otherwise known to me have been plotted hereon or otherwise noted as to their effect on the Property.
3. All visible utilities serving the Property enter through adjoining public streets and/or easements of record.
4. The subject property does not lie within a Special Flood Hazard Area as defined by the Federal Emergency Management Agency. The subject property is located within an area having a Zone Designation of "X", on Flood Insurance Rate Map No. 48181C, with a date of identification of September 29, 2010, for Community No. 0290F, in the County of Grayson, State of Texas, which is the current Flood Insurance Rate Map for the community in which the subject property is situated
5. There are no encroachments onto adjoining premises, streets or alleys by any buildings, structures or other improvements located on the Property, and no encroachments onto the Property by buildings, structures or other improvements situated on adjoining premises, except as shown hereon.
6. The Property has direct access to Texoma Parkway, a dedicated public street or highway.
7. The total number of striped parking spaces on the Property is 188, including 3 designated handicap spaces, and to the extent possible, are graphically shown hereon.
8. There was no observed evidence of any party walls with adjoining properties.
9. There was no observed evidence of the site being used as a solid waste dump, sump or sanitary landfill.
10. There was no observed evidence of any delineated wetland areas on the Property.
11. There are no off-site easements benefitting the property
12. There is no evidence of current earth moving work, building construction or building additions at the Property.



VICINITY MAP
N.T.S.

21051 TEXOMA PARKWAY
EXECUTIVE INN
8.441 ACRES
ALTA / ACSM LAND TITLE SURVEY
SITUATED IN THE
SMITH McGLOTHLIN SURVEY, ABSTRACT NO. 808
CITY OF SHERMAN, GRAYSON COUNTY, TEXAS

(1) NOTES: The basis of bearings for this survey is the Texas State Plane Coordinate System Grid, North Central Zone (4202), North American Datum 1983(2002), (2) (CM) = Controlling monument, (3) Unless otherwise noted, subject property is affected by any and all notes, details, easements and other matters that are shown on or as part of the recorded plat and/or as part of the title commitment provided.

COPYRIGHT © BLUESTAR SURVEYING LLC ALL RIGHTS RESERVED. NO PART OF THIS DRAWING MAY BE REPRODUCED BY PHOTOCOPYING, RECORDING OR BY ANY OTHER MEANS, OR STORED, PROCESSED OR TRANSMITTED IN OR BY ANY COMPUTER OR OTHER SYSTEMS WITHOUT THE PRIOR WRITTEN PERMISSION OF THE SURVEYOR. COPIES OF THIS SURVEY WITHOUT THE ORIGINAL SIGNATURE ARE NOT VALID.

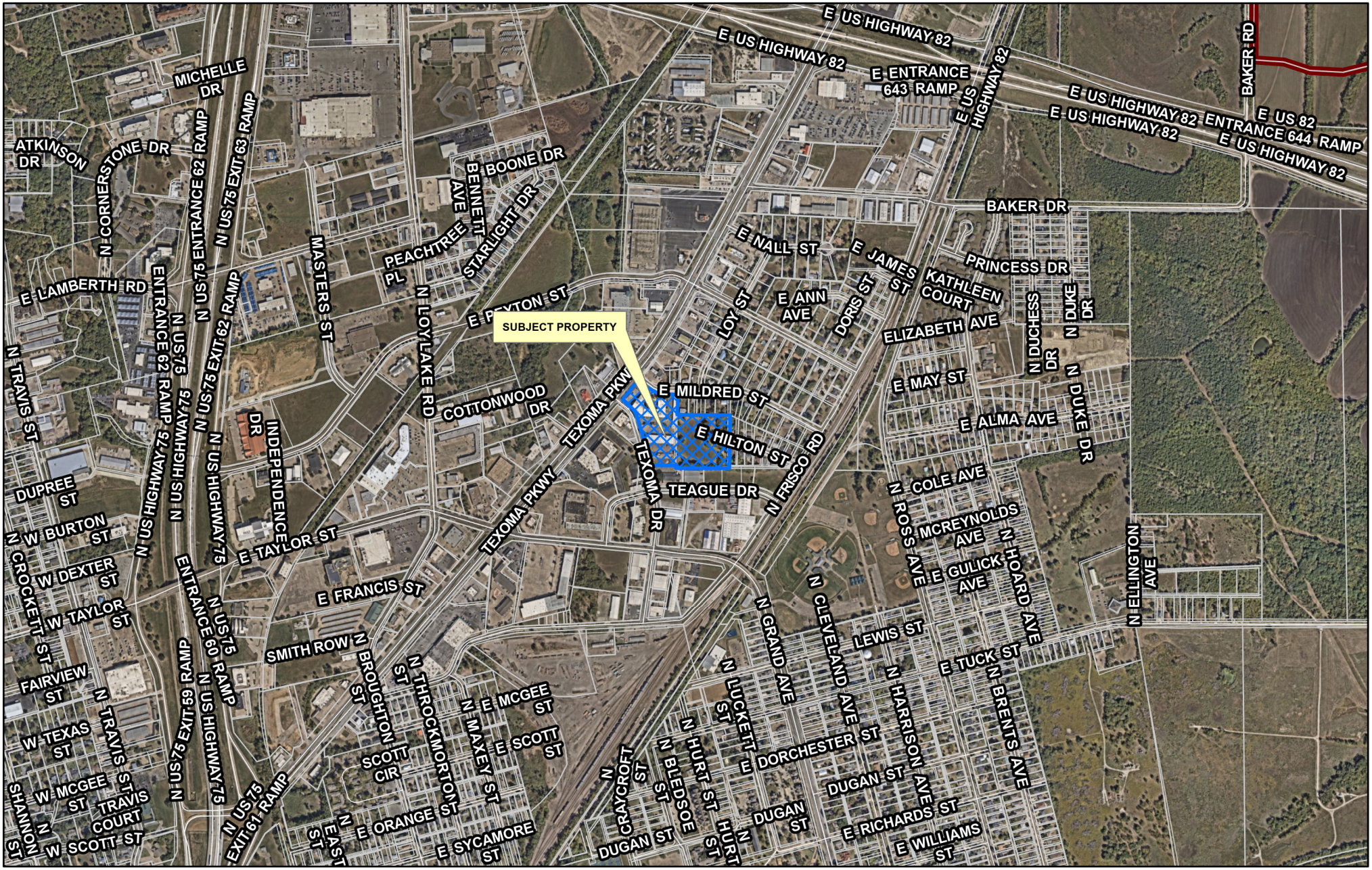
LEGEND

GAS METER	CLEAN OUT	STORM DRAIN MAN HOLE	ELECTRIC BOX
GAS VALVE	MONITERING WELL	FIRE HYDRANT	TREE
TELEPHONE PEDESTAL	TRAFFIC SIGNAL POLE	WATER METER	SIGN
POWER POLE	TRAFFIC SIGNAL BOX	FUEL PORT	LIGHT POLE TYPICAL
DOWN GUY	SWB MAN HOLE	WATER VALVE	–X– FENCE
S.S. MAN HOLE	VAULT	TRANSFORMER PAD	–OHE– OVER HEAD ELECTRIC

1/2" CIRS 1/2" SET CAPPED IRON ROD STAMPED 5596

BLUESTAR SURVEYING LLC
FIRM NUMBER 10147300
1013 CEDAR BREAK CT. 817-659-9206
CLEBURNE, TEXAS 76033
bluestarsurveying@att.net

JN 15-036	GF # 304089	DATE: 4/06/15



Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services Department

CITY OF SHERMAN
LOCATION MAP
2105 TEXOMA PKWY

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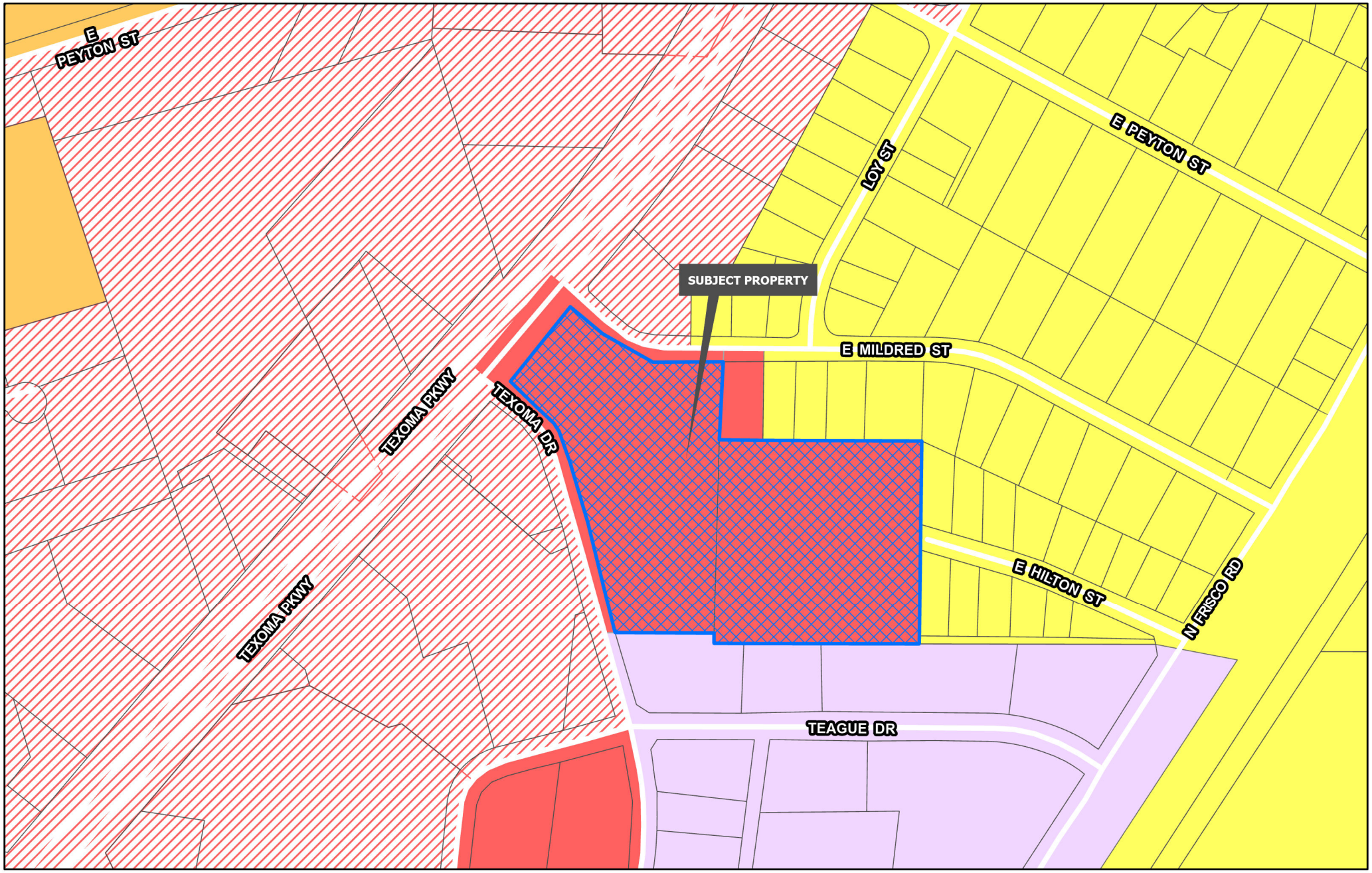
S

Date: 10/1/2025 9:51 AM



Sherman
CLASSIC TOWN. BROAD HORIZON.
Development Services Department

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

CITY OF SHERMAN
ZONING MAP
2105 TEXOMA PKWY

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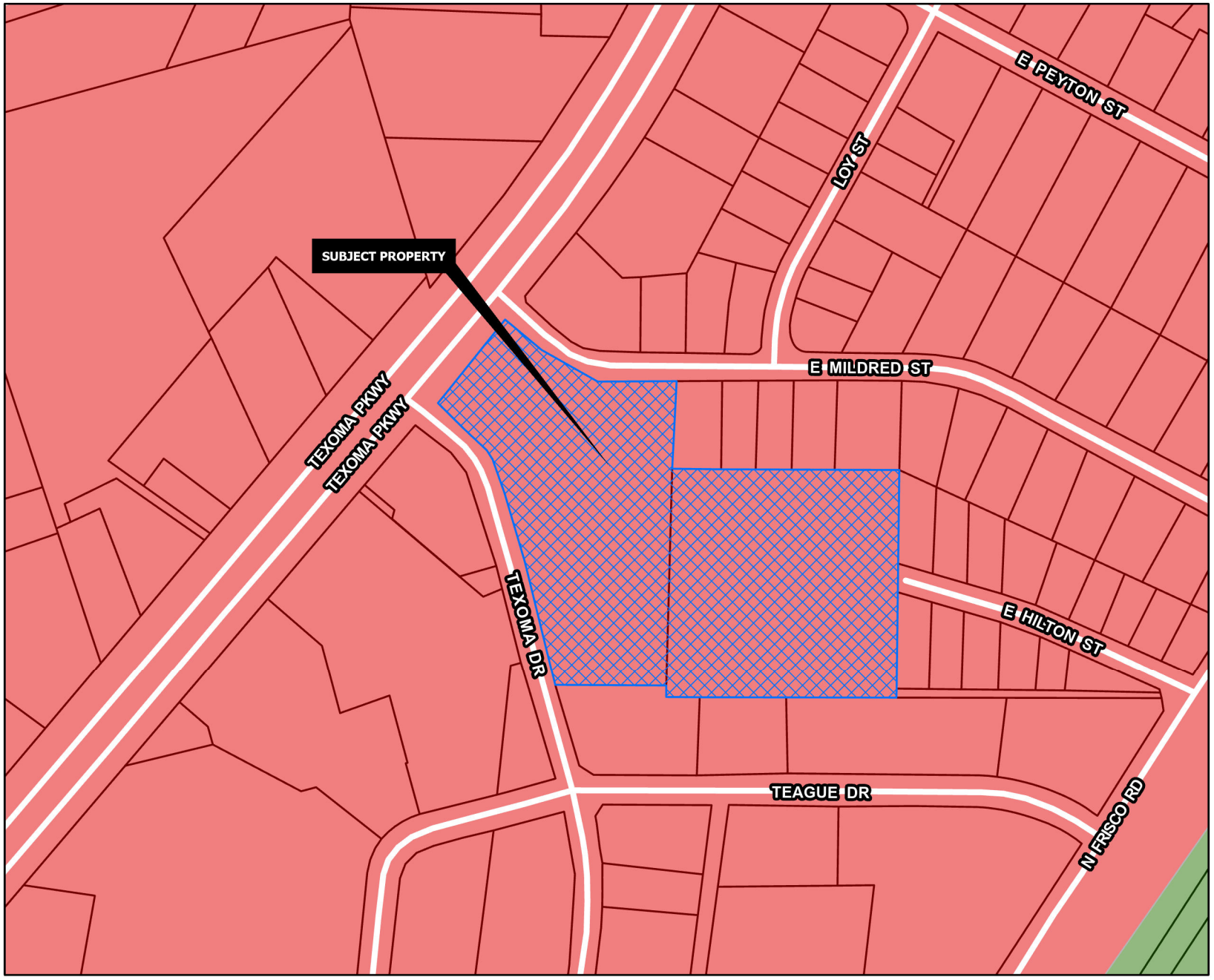
Date: 10/1/2025 9:51 AM



REGIONAL COMMERCIAL

Intent & Character

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

Appropriate Land Use Types

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

Compatible Zoning Districts

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

Considerations

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

Sherman
CLASSIC TOWN. BROAD HORIZON.
Development Services Department

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

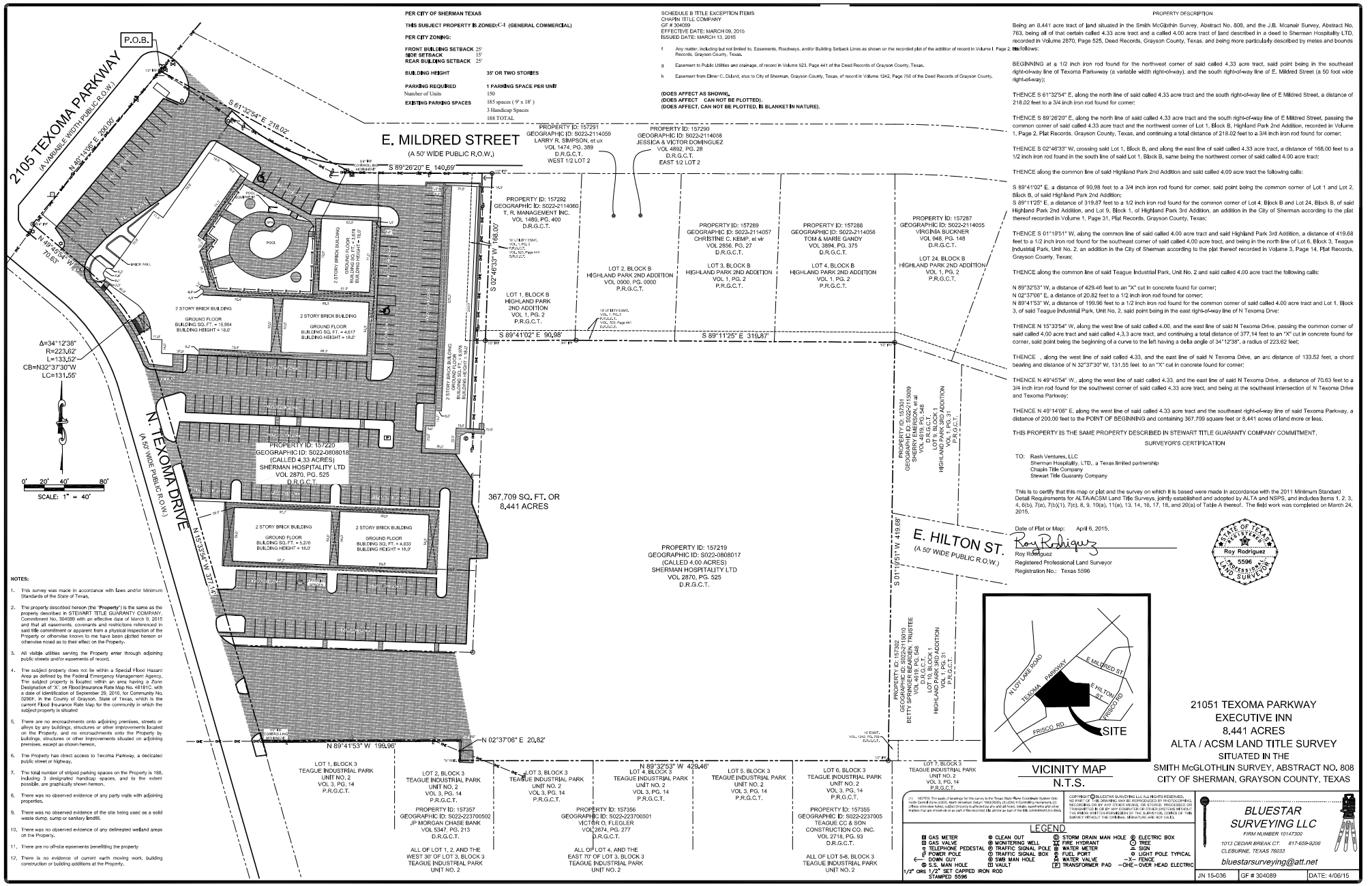
N
W E
S

CITY OF SHERMAN
FUTURE LAND USE MAP
2105 TEXOMA PKWY

Date: 10/1/2025 9:51 AM


6
motel + studio
2105 Texoma Pkwy
Sherman
CLASSIC TOWN. BROAD HORIZON.
NOTICE OF SPECIFIC USE PERMIT REQUEST
PROJECT #: 000166-2025
Planning & Zoning Map:
FOR MORE INFORMATION CONTACT:
DEVELOPMENT SERVICES
903-892-7229


COMING SOON!
Sherman
NOTICE OF
SPECIFIC USE
PERMIT REQUEST
PROJECT # 000166-2025
Planning & Zoning Map
FOR MORE INFORMATION
CONTACT:
DEVELOPMENT SERVICES
903-892-7229


P.O.B.
2105 TEXOMA PARKWAY
(A VARIABLE WIDTH PUBLIC R.O.W.)
N 40° 14'06" E 200.00'
S 61°32'54" E 218.02'
N 49°45'54" W 70.63'
E. MILDRED STREET
(A 50' WIDE PUBLIC R.O.W.)
S 89°26'20" E 140.69'
N. TEXOMA DRIVE
(A 50' WIDE PUBLIC R.O.W.)
N 15°33'54" W 377.14'
E. HILTON ST.
(A 50' WIDE PUBLIC R.O.W.)
S 01°11'51" W 419.68'
Δ=34°12'36"
R=223.62'
L=133.52'
CB=N32°37'30"W
LC=131.55'
0' 20' 40' 80'
SCALE: 1" = 40'
PROPERTY ID: 157220
GEOGRAPHIC ID: S022-0808018
(CALLED 4.33 ACRES)
SHERMAN HOSPITALITY LTD
VOL 2870, PG. 525
D.R.G.C.T.
367.709 SQ. FT. OR
8.441 ACRES
PROPERTY ID: 157219
GEOGRAPHIC ID: S022-0808017
(CALLED 4.00 ACRES)
SHERMAN HOSPITALITY LTD
VOL 2870, PG. 525
D.R.G.C.T.
PROPERTY ID: 157291
GEOGRAPHIC ID: S022-2114059
LARRY R. SIMPSON, et ux
VOL 1474, PG. 389
D.R.G.C.T.
WEST 1/2 LOT 2
PROPERTY ID: 157290
GEOGRAPHIC ID: S022-2114058
JESSICA & VICTOR DOMINGUEZ
VOL 4892, PG. 28
D.R.G.C.T.
EAST 1/2 LOT 2
PROPERTY ID: 157292
GEOGRAPHIC ID: S022-2114060
T. R. MANAGEMENT INC.
VOL 1469, PG. 400
D.R.G.C.T.
LOT 1, BLOCK B
HIGHLAND PARK
2ND ADDITION
VOL 1, PG. 2
P.R.G.C.T.
LOT 2, BLOCK B
HIGHLAND PARK 2ND ADDITION
VOL 0000, PG. 0000
P.R.G.C.T.
PROPERTY ID: 157269
GEOGRAPHIC ID: S022-2114057
CHRISTINE C. KEMP, et vir
VOL 2856, PG. 27
D.R.G.C.T.
LOT 3, BLOCK B
HIGHLAND PARK 2ND ADDITION
VOL 1, PG. 2
P.R.G.C.T.
PROPERTY ID: 157288
GEOGRAPHIC ID: S022-2114056
TOM & MARIE GANDY
VOL 3894, PG. 375
D.R.G.C.T.
LOT 4, BLOCK B
HIGHLAND PARK 2ND ADDITION
VOL 1, PG. 2
P.R.G.C.T.
PROPERTY ID: 157287
GEOGRAPHIC ID: S022-2114055
VIRGINIA BUCKNER
VOL 948, PG. 148
D.R.G.C.T.
LOT 24, BLOCK B
HIGHLAND PARK 2ND ADDITION
VOL 1, PG. 2
P.R.G.C.T.
PROPERTY ID: 157301
GEOGRAPHIC ID: S022-2115109
SHERRY EMERSON, et al
VOL 4819, PG. 548
D.R.G.C.T.
LOT 8, BLOCK 1
HIGHLAND PARK 3RD ADDITION
VOL 1, PG. 31
P.R.G.C.T.
PROPERTY ID: 157302
GEOGRAPHIC ID: S022-2115910
BETTY SPRINGER BEARDEN TRUSTEE
VOL 4819, PG. 548
D.R.G.C.T.
LOT 10, BLOCK 1
HIGHLAND PARK 3RD ADDITION
VOL 1, PG. 31
P.R.G.C.T.
PROPERTY ID: 157357
GEOGRAPHIC ID: S022-223700502
JP MORGAN CHASE BANK
VOL 5347, PG. 213
D.R.G.C.T.
ALL OF LOT 1, 2, AND THE
WEST 30' OF LOT 3, BLOCK 3
TEAGUE INDUSTRIAL PARK
UNIT NO. 2
PROPERTY ID: 157356
GEOGRAPHIC ID: S022-223700501
VICTOR O. FLEGLER
VOL 2674, PG. 277
D.R.G.C.T.
ALL OF LOT 4, AND THE
EAST 70' OF LOT 3, BLOCK 3
TEAGUE INDUSTRIAL PARK
UNIT NO. 2
PROPERTY ID: 157355
GEOGRAPHIC ID: S022-2237005
TEAGUE CC & SON
CONSTRUCTION CO. INC.
VOL 2718, PG. 93
D.R.G.C.T.
ALL OF LOT 5-8, BLOCK 3
TEAGUE INDUSTRIAL PARK
UNIT NO. 2
LOT 1, BLOCK 3
TEAGUE INDUSTRIAL PARK
UNIT NO. 2
VOL 3, PG. 14
P.R.G.C.T.
LOT 2, BLOCK 3
TEAGUE INDUSTRIAL PARK
UNIT NO. 2
VOL 3, PG. 14
P.R.G.C.T.
LOT 3, BLOCK 3
TEAGUE INDUSTRIAL PARK
UNIT NO. 2
VOL 3, PG. 14
P.R.G.C.T.
LOT 4, BLOCK 3
TEAGUE INDUSTRIAL PARK
UNIT NO. 2
VOL 3, PG. 14
P.R.G.C.T.
LOT 5, BLOCK 3
TEAGUE INDUSTRIAL PARK
UNIT NO. 2
VOL 3, PG. 14
P.R.G.C.T.
LOT 6, BLOCK 3
TEAGUE INDUSTRIAL PARK
UNIT NO. 2
VOL 3, PG. 14
P.R.G.C.T.
LOT 7, BLOCK 3
TEAGUE INDUSTRIAL PARK
UNIT NO. 2
VOL 3, PG. 14
P.R.G.C.T.
S 89°41'02" E 90.98'
S 89°11'25" E 319.87'
S 02°46'33" W 168.00'
N 89°41'53" W 199.96'
N 02°37'06" E 20.82'
N 89°32'53" W 429.46'
10' UTILITY ESMT.
VOL. 1, PG.2
D.R.G.C.T.
VOL. 525, Page 441
D.R.G.C.T.
12' ESMT.
VOL. 1340, PG. 750
D.R.G.C.T.
BRICK WALL
POOL
2 STORY BRICK BUILDING
GROUND FLOOR
BUILDING SQ. FT. = 15,994
BUILDING HEIGHT = 18.0'
2 STORY BRICK BUILDING
GROUND FLOOR
BUILDING SQ. FT. = 4,617
BUILDING HEIGHT = 18.0'
2 STORY BRICK BUILDING
GROUND FLOOR
BUILDING SQ. FT. = 5,276
BUILDING HEIGHT = 18.0'
2 STORY BRICK BUILDING
GROUND FLOOR
BUILDING SQ. FT. = 4,633
BUILDING HEIGHT = 18.0'
2 STORY BRICK BUILDING
GROUND FLOOR
BUILDING SQ. FT. = 5,167
BUILDING HEIGHT = 18.0'
2 STORY BRICK BUILDING
GROUND FLOOR
BUILDING SQ. FT. = 5,167
BUILDING HEIGHT = 18.0'
PARKING
PARKING
PARKING








WEEKLY
SPECIAL








NO PARKING
NO PARKING

ORDINANCE NO. 6792

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, AND GRANTING A SPECIFIC USE PERMIT TO ALLOW A HOTEL OR MOTEL IN A C-1 (RETAIL BUSINESS) DISTRICT, LOCATED AT 2105 TEXOMA PARKWAY AND 2030 TEXOMA DRIVE, CONSISTING OF 8.441 ACRES BEING IN THE SMITH MCGLOTHIN SURVEY, ABSTRACT NO. 808 AND THE J.B. MCANAIR SURVEY, ABSTRACT NO. 763, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS GROW SHERMAN REALTY, LLC (OWNER), NILESH GOLAKIA (REPRESENTATIVE) AND BLUESTAR SURVEYING, LLC (SURVEYOR) PRESCRIBING CONDITIONS TO THE SPECIFIC USE PERMIT; PROVIDING A PENALTY NOT TO EXCEED $2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW

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

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

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

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

SECTION 1. That, from and after the effective date of this Ordinance, the property located at 2105 Texoma Parkway and 2030 Texoma Drive, City of Sherman, Grayson County, Texas is/are granted a Specific Use Permit to a Hotel or motel, subject to the conditions described in this Ordinance and that Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14 is hereby amended so as to hereafter include property on **Exhibit A – Survey/Site Plan.**

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

Zoning:

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

Engineering:

11. Platting of the property is required. Code of Ordinances Chapter10.01.005; Texas Local Government Code Title 1, Sec. 212.004
12. New drive approaches and sidewalks shall conform to City of Sherman and TxDOT standards and a permit with drawing showing dimensions is required from City of Sherman Engineering Department for review and approval prior to any work being done within public right of way. Code of Ordinances Chapter 3, Division 5, Sec. 3.10.154; 10.03.003(h)
13. Privately owned and maintained detention in accordance with City criteria may be required upon development of remainder of property. Engineering documentation shall be provided to the City of Sherman Engineering Department for review and approval. If detention is required, Ownership and Maintenance information to be shown on plat. Code of Ordinances Chapter 10.03.006; Engineering Design Standards Manual Sec. 4.18

Additional Conditions:

14. The property shall be developed and used in accordance with all City Ordinances and the Site Plan shown in **Exhibit A.**
15. Notwithstanding anything to the contrary herein, the Specific Use Permit granted in this Ordinance shall automatically expire, terminate and be rescinded in the event that a person or entity other than Nilesh Golakia is the lessee of the Property.
16. The Owner/applicant must apply for the required plat no later than 90 days from November 19, 2024.

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

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

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

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

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

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

section, subsection, clause or phrase thereof, regardless of whether any one or more sections, subsections, sentences, clauses or phrases is declared unconstitutional and/or invalid.

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

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

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

INTRODUCED on this the 16th day of December 2024.

ADOPTED on this the 16th day of December 2024.

EFFECTIVE DATE on this the 16th day of December 2024.

CITY OF SHERMAN, TEXAS

BY: _____
SHAWN TEAMANN, MAYOR

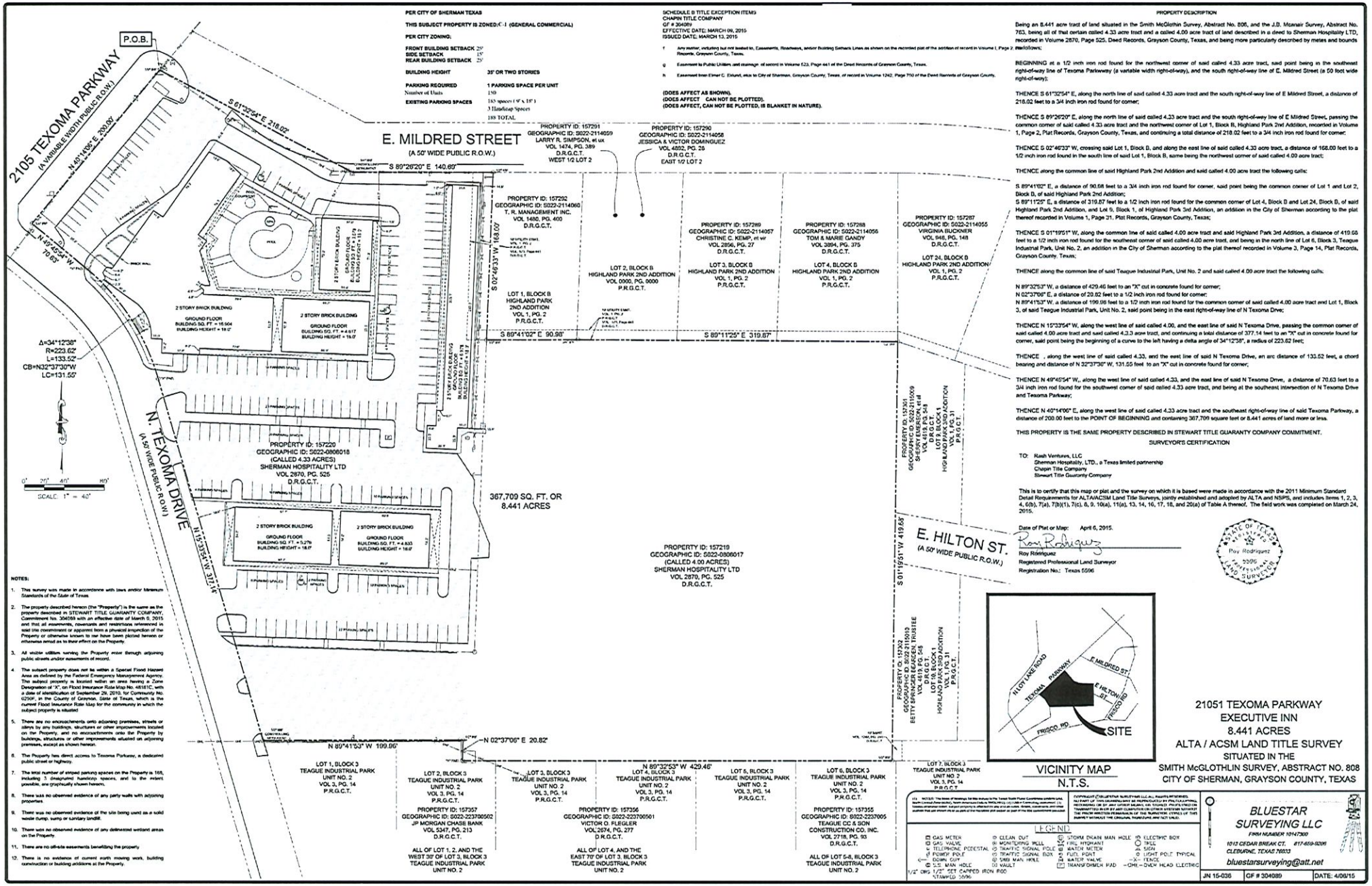
ATTEST:

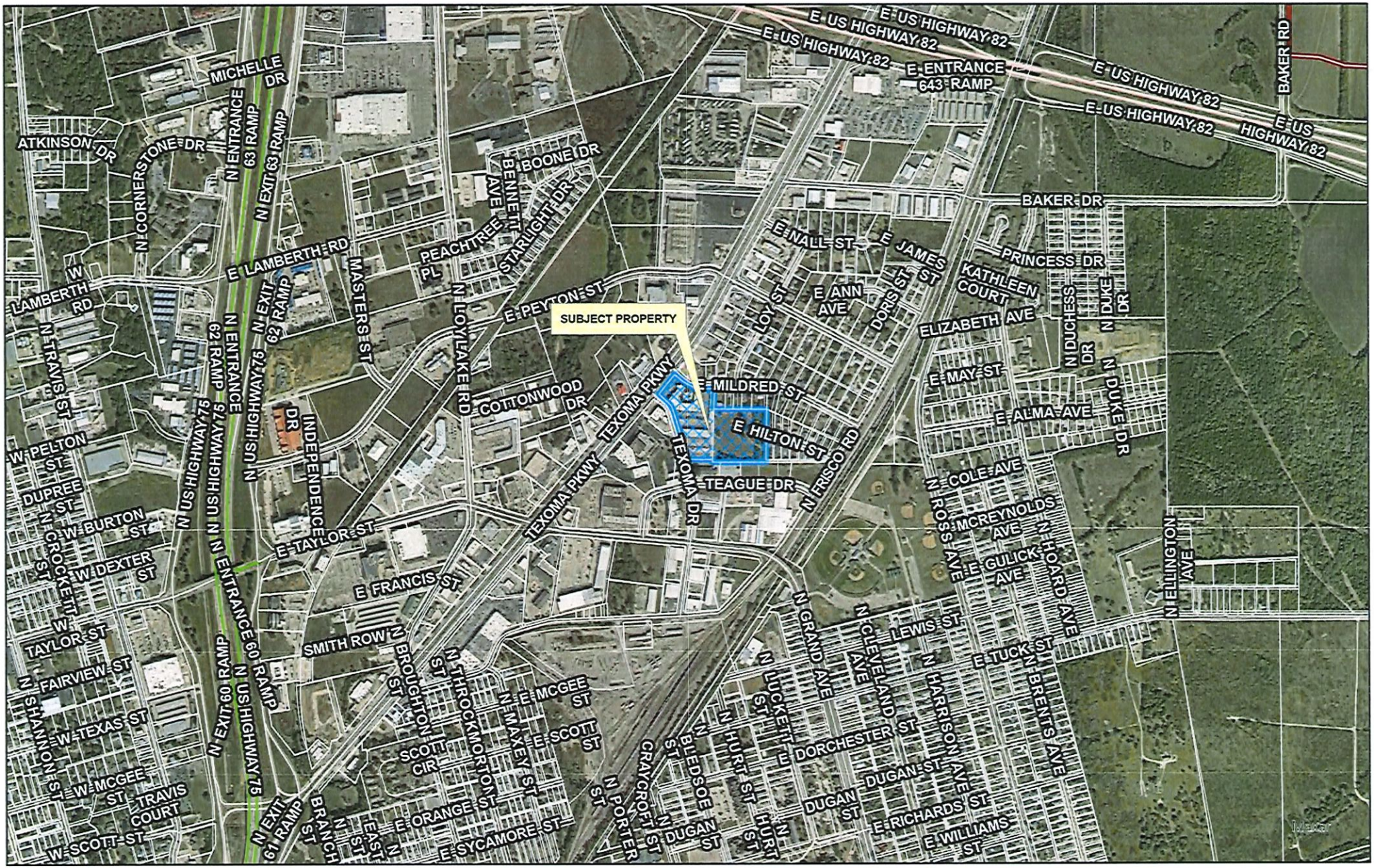
BY: _____
LINDA ASHBY, CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

EXHIBIT A


PER CITY OF SHERMAN TEXAS
THIS SUBJECT PROPERTY IS ZONED: C-1 (GENERAL COMMERCIAL)
PER CITY ZONING:
FRONT BUILDING SETBACK 25'
SIDE SETBACK 15'
REAR BUILDING SETBACK 25'
BUILDING HEIGHT 35' OR TWO STORIES
PARKING REQUIRED 1 PARKING SPACE PER UNIT
Number of Units 150
EXISTING PARKING SPACES 183 spaces (9' x 18')
3 Handicap Spaces
189 TOTAL
SCHEDULE B TITLE EXCEPTION ITEMS
CHAPIN TITLE COMPANY
GF # 304089
EFFECTIVE DATE: MARCH 09, 2015
ISSUED DATE: MARCH 13, 2015
f Any matter, including but not limited to, Easements, Roadways, and/or Building Setback Lines as shown on the recorded plat of the addition of record in Volume I, Page 2, Plat Records, Grayson County, Texas.
g Easement to Public Utilities and drainage of record in Volume 523, Page 441 of the Deed Records of Grayson County, Texas.
h Easement from Elmer C. Eklund, also to City of Sherman, Grayson County, Texas, of record in Volume 1242, Page 750 of the Deed Records of Grayson County.
(DOES AFFECT AS SHOWN).
(DOES AFFECT CAN NOT BE PLOTTED).
(DOES AFFECT, CAN NOT BE PLOTTED, IS BLANKET IN NATURE).
PROPERTY DESCRIPTION
Being an 8.441 acre tract of land situated in the Smith McGlothlin Survey, Abstract No. 808, and the J.D. Mcanair Survey, Abstract No. 763, being all of that certain called 4.33 acre tract and a called 4.00 acre tract of land described in a deed to Sherman Hospitality LTD, recorded in Volume 2870, Page 525, Deed Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows:
BEGINNING at a 1/2 inch iron rod found for the northwest corner of said called 4.33 acre tract, said point being in the southeast right-of-way line of Texoma Parkway (a variable width right-of-way), and the south right-of-way line of E. Mildred Street (a 50 foot wide right-of-way);
THENCE S 61°32'54" E, along the north line of said called 4.33 acre tract and the south right-of-way line of E Mildred Street, a distance of 218.02 feet to a 3/4 inch iron rod found for corner;
THENCE S 89°26'20" E, along the north line of said called 4.33 acre tract and the south right-of-way line of E Mildred Street, passing the common corner of said called 4.33 acre tract and the northwest corner of Lot 1, Block B, Highland Park 2nd Addition, recorded in Volume 1, Page 2, Plat Records, Grayson County, Texas, and continuing a total distance of 218.02 feet to a 3/4 inch iron rod found for corner;
THENCE S 02°46'33" W, crossing said Lot 1, Block B, and along the east line of said called 4.33 acre tract, a distance of 168.00 feet to a 1/2 inch iron rod found in the south line of said Lot 1, Block B, same being the northwest corner of said called 4.00 acre tract;
THENCE along the common line of said Highland Park 2nd Addition and said called 4.00 acre tract the following calls:
S 89°41'02" E, a distance of 90.98 feet to a 3/4 inch iron rod found for corner, said point being the common corner of Lot 1 and Lot 2, Block B, of said Highland Park 2nd Addition;
S 89°11'25" E, a distance of 319.87 feet to a 1/2 inch iron rod found for the common corner of Lot 4, Block B and Lot 24, Block B, of said Highland Park 2nd Addition, and Lot 9, Block 1, of Highland Park 3rd Addition, an addition in the City of Sherman according to the plat thereof recorded in Volume 1, Page 31, Plat Records, Grayson County, Texas;
THENCE S 01°19'51" W, along the common line of said called 4.00 acre tract and said Highland Park 3rd Addition, a distance of 419.68 feet to a 1/2 inch iron rod found for the southeast corner of said called 4.00 acre tract, and being in the north line of Lot 6, Block 3, Teague Industrial Park, Unit No. 2, an addition in the City of Sherman according to the plat thereof recorded in Volume 3, Page 14, Plat Records, Grayson County, Texas;
THENCE along the common line of said Teague Industrial Park, Unit No. 2 and said called 4.00 acre tract the following calls:
N 89°32'53" W, a distance of 429.46 feet to an "X" cut in concrete found for corner;
N 02°37'06" E, a distance of 20.82 feet to a 1/2 inch iron rod found for corner;
N 89°41'53" W, a distance of 199.06 feet to a 1/2 inch iron rod found for the common corner of said called 4.00 acre tract and Lot 1, Block 3, of said Teague Industrial Park, Unit No. 2, said point being in the east right-of-way line of N Texoma Drive;
THENCE N 15°33'54" W, along the west line of said called 4.00, and the east line of said N Texoma Drive, passing the common corner of said called 4.00 acre tract and said called 4.33 acre tract, and continuing a total distance of 377.14 feet to an "X" cut in concrete found for corner, said point being the beginning of a curve to the left having a delta angle of 34°12'38", a radius of 223.62 feet;
THENCE , along the west line of said called 4.33, and the east line of said N Texoma Drive, an arc distance of 133.52 feet, a chord bearing and distance of N 32°37'30" W, 131.55 feet to an "X" cut in concrete found for corner;
THENCE N 49°46'54" W, along the west line of said called 4.33, and the east line of said N Texoma Drive, a distance of 70.63 feet to a 3/4 inch iron rod found for the southwest corner of said called 4.33 acre tract, and being at the southeast intersection of N Texoma Drive and Texoma Parkway;
THENCE N 40°14'06" E, along the west line of said called 4.33 acre tract and the southeast right-of-way line of said Texoma Parkway, a distance of 200.00 feet to the POINT OF BEGINNING and containing 367,709 square feet or 8.441 acres of land more or less.
THIS PROPERTY IS THE SAME PROPERTY DESCRIBED IN STEWART TITLE GUARANTY COMPANY COMMITMENT.
SURVEYOR'S CERTIFICATION
TO: Rash Ventures, LLC
Sherman Hospitality, LTD., a Texas limited partnership
Chapin Title Company
Stewart Title Guaranty Company
This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2011 Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 6(b), 7(a), 7(b)(1), 7(c), 8, 9, 10(a), 11(a), 13, 14, 16, 17, 18, and 20(a) of Table A thereof. The field work was completed on March 24, 2015.
Date of Plat or Map: April 6, 2015.
Roy Rodriguez
Registered Professional Land Surveyor
Registration No.: Texas 5596
STATE OF TEXAS
Roy Rodriguez
5596
REGISTERED PROFESSIONAL LAND SURVEYOR
2105 TEXOMA PARKWAY
(A VARIABLE WIDTH PUBLIC R.O.W.)
P.O.B.
N 40°14'06" E 200.00'
S 61°32'54" E 218.02'
N 49°46'54" W 70.63'
E. MILDRED STREET
(A 50' WIDE PUBLIC R.O.W.)
S 89°26'20" E 140.69'
N. TEXOMA DRIVE
(A 50' WIDE Public R.O.W.)
N 15°33'54" W 377.14'
E. HILTON ST.
(A 50' WIDE PUBLIC R.O.W.)
S 01°19'51" W 419.68'
Δ=34°12'38"
R=223.62'
L=133.52'
CB=N32°37'30"W
LC=131.55'
0' 20' 40' 80'
SCALE: 1" = 40'
PROPERTY ID: 157291
GEOGRAPHIC ID: 5022-2114059
LARRY R. SIMPSON, et ux
VOL 1474, PG. 389
D.R.G.C.T.
WEST 1/2 LOT 2
PROPERTY ID: 157290
GEOGRAPHIC ID: 5022-2114058
JESSICA & VICTOR DOMINGUEZ
VOL 4852, PG. 26
D.R.G.C.T.
EAST 1/2 LOT 2
PROPERTY ID: 157292
GEOGRAPHIC ID: 5022-2114060
T. R. MANAGEMENT INC.
VOL 1480, PG. 400
D.R.G.C.T.
PROPERTY ID: 157289
GEOGRAPHIC ID: 5022-2114057
CHRISTINE C. KEMP, et wr
VOL 2856, PG. 27
D.R.G.C.T.
PROPERTY ID: 157288
GEOGRAPHIC ID: 5022-2114056
TOM & MARIE GANDY
VOL 3894, PG. 375
D.R.G.C.T.
PROPERTY ID: 157287
GEOGRAPHIC ID: 5022-2114055
VIRGINIA BUCKNER
VOL 946, PG. 148
D.R.G.C.T.
LOT 24, BLOCK B
HIGHLAND PARK 2ND ADDITION
VOL 1, PG. 2
P.R.G.C.T.
LOT 1, BLOCK B
HIGHLAND PARK
2ND ADDITION
VOL 1, PG. 2
P.R.G.C.T.
LOT 2, BLOCK B
HIGHLAND PARK 2ND ADDITION
VOL 0000, PG. 0000
P.R.G.C.T.
LOT 3, BLOCK B
HIGHLAND PARK 2ND ADDITION
VOL 1, PG. 2
P.R.G.C.T.
LOT 4, BLOCK B
HIGHLAND PARK 2ND ADDITION
VOL 1, PG. 2
P.R.G.C.T.
S 89°41'02" E 90.98'
S 89°11'25" E 319.87'
S 02°46'33" W 20.63'
PROPERTY ID: 157220
GEOGRAPHIC ID: 5022-0806018
(CALLED 4.33 ACRES)
SHERMAN HOSPITALITY LTD
VOL 2870, PG. 525
D.R.G.C.T.
367,709 SQ. FT. OR
8.441 ACRES
PROPERTY ID: 157219
GEOGRAPHIC ID: 5022-0806017
(CALLED 4.00 ACRES)
SHERMAN HOSPITALITY LTD
VOL 2870, PG. 525
D.R.G.C.T.
PROPERTY ID: 157321
GEOGRAPHIC ID: 5022-2115009
SHERMAN ISD
VOL 4819, PG. 541
D.R.G.C.T.
LOT 9, BLOCK 1
HIGHLAND PARK 3RD ADDITION
VOL 1, PG. 31
P.R.G.C.T.
PROPERTY ID: 157321
GEOGRAPHIC ID: 5022-2115009
SHERMAN ISD
VOL 4819, PG. 541
D.R.G.C.T.
LOT 9, BLOCK 1
HIGHLAND PARK 3RD ADDITION
VOL 1, PG. 31
P.R.G.C.T.
PROPERTY ID: 157321
GEOGRAPHIC ID: 5022-2115009
BETTY SPRINGER BEARDEN, TRUSTEE
VOL 4819, PG. 545
D.R.G.C.T.
LOT 9, BLOCK 1
HIGHLAND PARK 3RD ADDITION
VOL 1, PG. 31
P.R.G.C.T.
N 89°41'53" W 199.06'
N 02°37'06" E 20.82'
N 89°32'53" W 429.46'
LOT 1, BLOCK 3
TEAGUE INDUSTRIAL PARK
UNIT NO. 2
VOL 3, PG. 14
P.R.G.C.T.
LOT 2, BLOCK 3
TEAGUE INDUSTRIAL PARK
UNIT NO. 2
VOL 3, PG. 14
P.R.G.C.T.
LOT 3, BLOCK 3
TEAGUE INDUSTRIAL PARK
UNIT NO. 2
VOL 3, PG. 14
P.R.G.C.T.
LOT 4, BLOCK 3
TEAGUE INDUSTRIAL PARK
UNIT NO. 2
VOL 3, PG. 14
P.R.G.C.T.
LOT 5, BLOCK 3
TEAGUE INDUSTRIAL PARK
UNIT NO. 2
VOL 3, PG. 14
P.R.G.C.T.
LOT 6, BLOCK 3
TEAGUE INDUSTRIAL PARK
UNIT NO. 2
VOL 3, PG. 14
P.R.G.C.T.
LOT 7, BLOCK 3
TEAGUE INDUSTRIAL PARK
UNIT NO. 2
VOL 3, PG. 14
P.R.G.C.T.
PROPERTY ID: 157357
GEOGRAPHIC ID: 5022-2237005O2
JP MORGAN CHASE BANK
VOL 5347, PG. 213
D.R.G.C.T.
ALL OF LOT 1, 2, AND THE WEST 30' OF LOT 3, BLOCK 3 TEAGUE INDUSTRIAL PARK UNIT NO. 2
PROPERTY ID: 157356
GEOGRAPHIC ID: 5022-2237005O1
VICTOR O. FLEGLER
VOL 2874, PG. 277
D.R.G.C.T.
ALL OF LOT 4, AND THE EAST 70' OF LOT 3, BLOCK 3 TEAGUE INDUSTRIAL PARK UNIT NO. 2
PROPERTY ID: 157355
GEOGRAPHIC ID: 5022-2237005
TEAGUE CC & SON CONSTRUCTION CO., INC.
VOL 2718, PG. 93
D.R.G.C.T.
ALL OF LOT 5-8, BLOCK 3 TEAGUE INDUSTRIAL PARK UNIT NO. 2
NOTES:
1. This survey was made in accordance with laws and/or Minimum Standards of the State of Texas.
2. The property described hereon (the "Property") is the same as the property described in STEWART TITLE GUARANTY COMPANY, Commitment No. 304089 with an effective date of March 5, 2015 and that all easements, covenants and restrictions referenced in said title commitment or apparent from a physical inspection of the Property or otherwise known to me have been plotted hereon or otherwise noted as to their effect on the Property.
3. All visible utilities serving the Property enter through adjoining public streets and/or easements of record.
4. The subject property does not lie within a Special Flood Hazard Area as defined by the Federal Emergency Management Agency. The subject property is located within an area having a Zone Designation of "X", on Flood Insurance Rate Map No. 48181C, with a date of identification of September 26, 2010, for Community No. 62506, in the County of Grayson, State of Texas, which is the current Flood Insurance Rate Map for the community in which the subject property is situated.
5. There are no encroachments onto adjoining premises, streets or alleys by any buildings, structures or other improvements located on the Property, and no encroachments onto the Property by buildings, structures or other improvements situated on adjoining premises, except as shown hereon.
6. The Property has direct access to Texoma Parkway, a dedicated public street or highway.
7. The total number of striped parking spaces on the Property is 189, including 3 designated handicap spaces, and to the extent possible, are graphically shown hereon.
8. There was no observed evidence of any party walls with adjoining properties.
9. There was no observed evidence of the site being used as a solid waste dump, sump or sanitary landfill.
10. There was no observed evidence of any delineated wetland areas on the Property.
11. There are no off-site easements benefitting the property.
12. There is no evidence of current earth moving work, building construction or building additions at the Property.
N HIGH LAKE ROAD
TEXOMA PARKWAY
E MILDRED ST
E HILTON RD
FRISCO RD
SITE
VICINITY MAP
N.T.S.
21051 TEXOMA PARKWAY
EXECUTIVE INN
8.441 ACRES
ALTA / ACSM LAND TITLE SURVEY
SITUATED IN THE
SMITH McGLOTHLIN SURVEY, ABSTRACT NO. 808
CITY OF SHERMAN, GRAYSON COUNTY, TEXAS
LEGEND
GAS METER
GAS VALVE
TELEPHONE PEDESTAL
POWER POLE
DOWN GUY
S.S. MAN HOLE
CLEAN OUT
MONITORING WELL
TRAFFIC SIGNAL POLE
TRAFFIC SIGNAL BOX
SWR MAN HOLE
VAULT
STORM DRAIN MAN HOLE
FIRE HYDRANT
WATER METER
FUEL PORT
WATER VALVE
TRANSFORMER PAD
ELECTRIC BOX
TREE
SIGN
LIGHT POLE TYPICAL
FENCE
OHE - OVER HEAD ELECTRIC
1/2" DIA 1/2" SET CAPPED IRON ROD STAMPED 5596
BLUESTAR SURVEYING LLC
FIRM NUMBER 10147300
1012 CEDAR BREAK CT. 817-659-9206
CLEBURNE, TEXAS 76033
bluestarsurveying@att.net
JN 15-036 GF # 304089 DATE: 4/06/15



Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

CITY OF SHERMAN
LOCATION MAP
2105 TEXOMA PKWY
& 2030 TEXOMA DR

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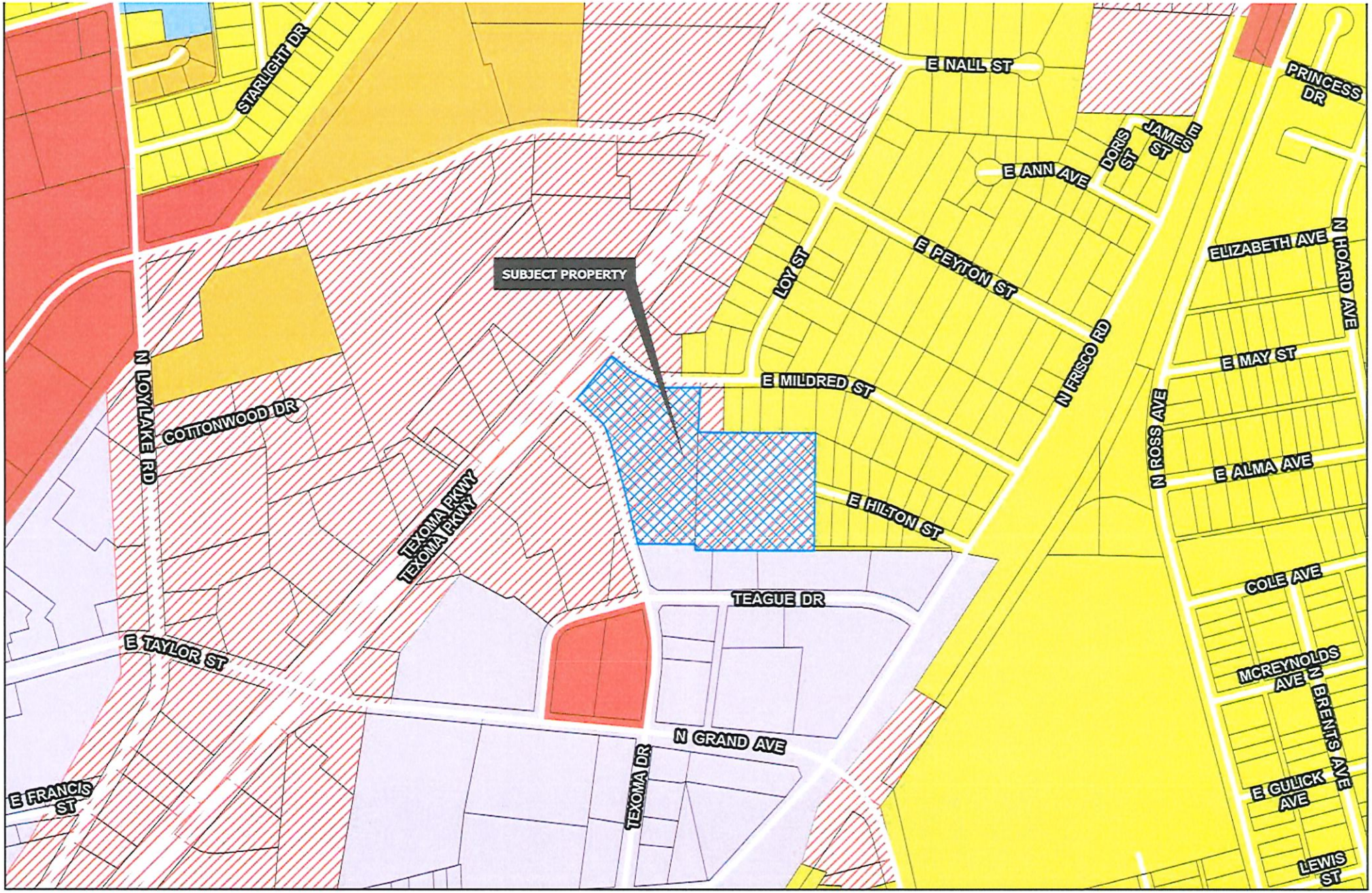
Date: 11/8/2024 11:24 AM



Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services Department

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

Road Names All

Planning & Zoning

CITY OF SHERMAN ZONING MAP 2105 TEXOMA PKWY & 2030 TEXOMA DR

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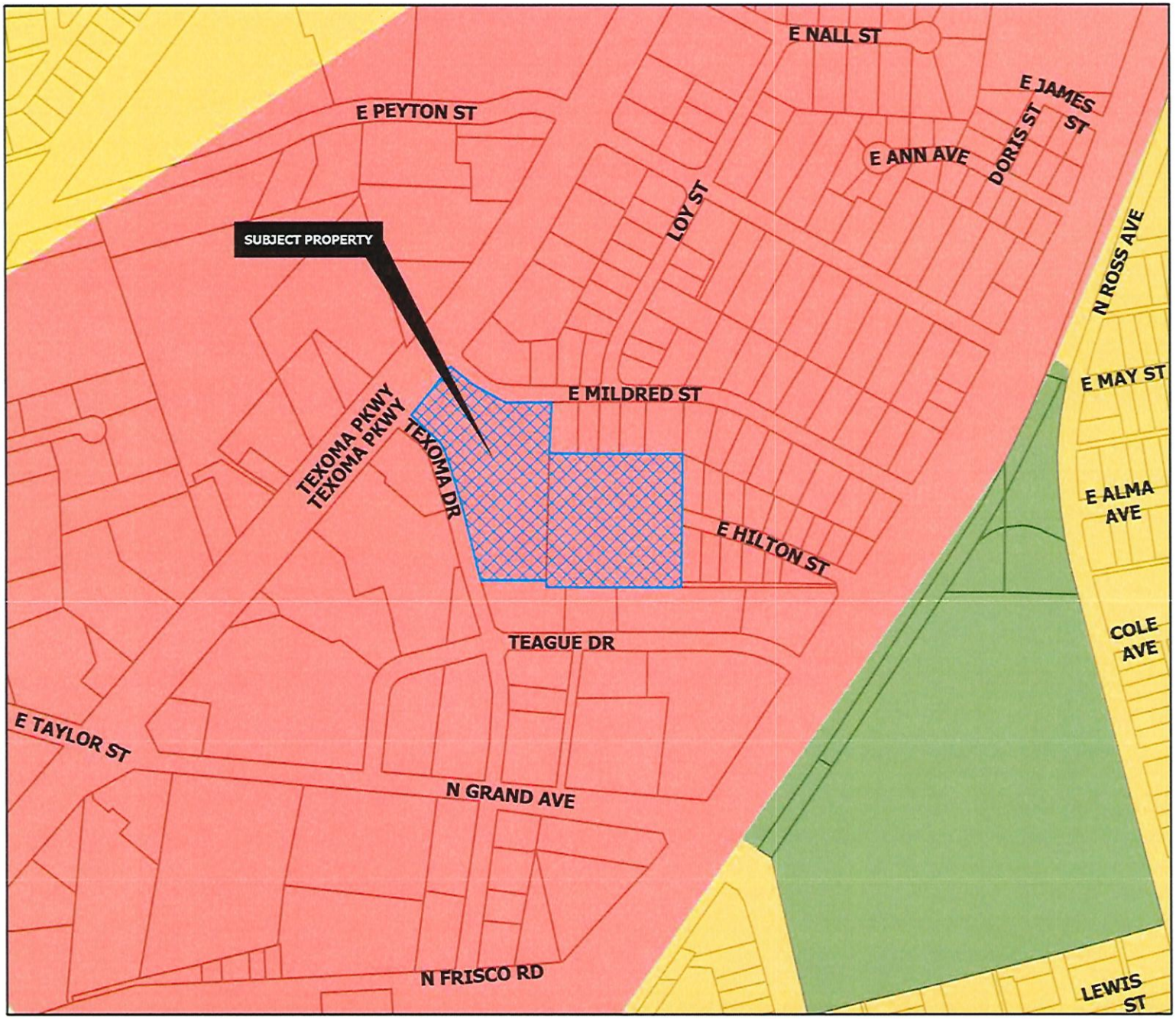
Date: 11/8/2024 11:24 AM



REGIONAL COMMERCIAL

Intent & Character

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

Appropriate Land Use Types

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

Compatible Zoning Districts

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

Considerations

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

Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services Department

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

CITY OF SHERMAN
FUTURE LAND USE MAP
2105 TEXOMA PKWY & 2030 TEXOMA DR

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S

Date: 11/8/2024 11:24 AM


Sherman
CLASSIC TOWN. BROAD HORIZON.
NOTICE OF
PROPOSED ZONE CHANGE
AND SPECIFIC USE PERMIT
REQUEST
PROJECT #: 24-005333
Planning & Zoning Map
FOR MORE INFORMATION
CONTACT
DEVELOPMENT SERVICES
903-892-7229
11/4/2024 AT 6:57 P.M.


Sherman
NOTICE OF
PROPOSED ZONE CHANGE
AND SPECIFIC USE PERMIT
REQUEST
PROJECT #: 24-005333
Planning & Zoning Map
FOR MORE INFORMATION
CONTACT
DEVELOPMENT SERVICES
903-892-7229
11/4/2024 AT 6:57 P.M.


UNITED
Sherman
NOTICE OF
PROPOSED ZONE CHANGE
AND SPECIFIC USE PERMIT
REQUEST
PROJECT # 24-005333
11/4/2024 AT 6:57 P.M.








INN
WEEKLY
SPECIAL








NO PARKING

Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services

STAFF REVIEW LETTER

November 12, 2024 Sent via Email

Nilesh Golakia
2105 Texoma Parkway
Sherman, TX 75090

Dear Applicants,

The request of a Public Hearing, Site Plan and Specific Use Permit under Section 14.06.009 to allow Hotel or motel in a C-1 (Retail Business) District located at 2105 Texoma Parkway and 2030 Texoma Drive has been scheduled to be heard by the Planning and Zoning Commission on Tuesday, November 19, 2024, at 5:00 P.M., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

Zoning:

1. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's Zoning Ordinance/Code of Ordinance Chapter 14.
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal (dillons@cityofsherman.com). *(Code of Ordinances Chapter 3.02(c))*
3. Permanent residents are not permitted. Hotel guests may not stay longer than 30 days.
4. The Owner/applicant must apply for the required plat no later than 90 days from November 19, 2024.
5. The property must be properly maintained in a state of good repair and neat appearance.
6. The use of the property must comply with all Federal and State Laws and Regulations and with all the Ordinances, Rules and Regulations of the City of Sherman.
7. The granting of the Specific Use Permit has no effect on the uses permitted as of right and does not waive the regulations of the underlying zoning district.
8. Notwithstanding anything to the contrary herein, the Specific Use Permit granted in this Ordinance shall automatically expire, terminate and be rescinded in the event that a person or entity other than Nilesh Golakia is the owner or lessee of the Property.
9. Notwithstanding anything to the contrary herein, the Specific Use Permit granted in this Ordinance shall automatically expire, terminate and be rescinded on the first anniversary of the effective date identified below, unless earlier terminated, rescinded, extended or renewed by separate action of the City Council. The owner of the property subject to the Specific Use Permit must receive City Council approval of an application to extend or renew the Specific Use Permit prior to the expiration thereof.
10. A Specific Use Permit is an amendment to the district regulations of the Zoning Ordinance that permits the establishment of a specific use within a zoning district in which such specific use may be established unless such use of land or structure is discontinued or abandoned for a period of thirty (30) consecutive days in which event such Specific Use Permit shall be void and such use may not thereafter be resumed unless a new Specific Use Permit is granted in accordance with this section. *(Chapter 14, Sec. 14.06.009(a)(1)(C))*
11. The approval of a Site Plan shall be effective for a period of two (2) years from the date of approval,

at the end of which time the Site Plan shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Site Plan was approved.

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

Engineering

13. Platting of the property is required. Code of Ordinances Chapter10.01.005; Texas Local Government Code Title 1, Sec. 212.004
14. New drive approaches and sidewalks shall conform to City of Sherman and TxDOT standards and a permit with drawing showing dimensions is required from City of Sherman Engineering Department for review and approval prior to any work being done within public right of way. Code of Ordinances Chapter 3, Division 5, Sec. 3.10.154; 10.03.003(h)
15. Privately owned and maintained detention in accordance with City criteria may be required upon development of remainder of property. Engineering documentation shall be provided to the City of Sherman Engineering Department for review and approval. If detention is required, Ownership and Maintenance information to be shown on plat. Code of Ordinances Chapter 10.03.006; Engineering Design Standards Manual Sec. 4.18

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

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

Respectfully,

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

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

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. I.7.

Meeting Date: 11/17/2025

Prepared By: Rob Rae, Developmental Services Director

Approved By: Zachary Flores, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING ORDINANCE NO. 6894

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land Consisting Of 0.328 Acres Being Part Of Samuel Blagg Survey, Abstract No. 56 And Being Proposed Lots 1 And 2, 1432 South Elm Street Addition, City Of Sherman, Grayson County, Texas, Located At 1432 South Elm Street, Heretofore Zoned R-6 (Single-Family Residential) District; Rezoning And Placing The Tract In The R-2F (Duplex Residential) District Zoning Classification, Timothy And Susan Marrs (Owner), Sriram Kothandan (Applicant), Underwood Drafting & Surveying (Surveyor) Providing For A Penalty Not To Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

Issue:

Consideration of a Zone Change for 0.328 acres of land located at 1432 South Elm Street from R-6 (Single Family Residential) District to R-2F (Duplex Residential) District.

Background:

The property is located at 1432 South Elm Street. The applicant would like to receive a Zone Change from an R-6 (Single Family Residential) District to an R-2F (Duplex Residential) District for the 0.328-acre proposed lot.

Capital Improvement Program:

N/A

Origination:

Timothy and Susan Marrs (Owner), Sriram Kothandan (Applicant), Underwood Drafting & Surveying (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the October 21, 2025 regular meeting, the Planning and Zoning Commission voted 5/0 to recommend to City Council that the Zone Change be approved. **The proposed use is compatible with the City of Sherman Comprehensive Plan.**

Alternatives:

The City Council could deny the request.

Attachments:

1. Ordinance No. 6894
2. Survey Exhibit A
3. Location Map
4. Zoning Map
5. Future Landuse Map
6. Notification sign
7. Narrative
8. Site Plan
9. Elevation

ORDINANCE NO. 6894

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, TO REZONE A TRACT OF LAND CONSISTING OF 0.328 ACRES IN THE SAMUEL BLAGG SURVEY, ABSTRACT NO. 56, BEING THE PROPOSED LOTS 1 AND 2, 1432 S. ELM ST. ADDITION, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED AT 1432 SOUTH ELM STREET, HERETOFORE ZONED R-6 (SINGLE-FAMILY RESIDENTIAL) DISTRICT; REZONING AND PLACING THE TRACT IN THE R-2F (DUPLEX RESIDENTIAL) DISTRICT ZONING CLASSIFICATION, TIMOTHY AND SUSAN MARRS (OWNER), SRIRAM KOTHANDAN (APPLICANT), UNDERWOOD DRAFTING & SURVEYING (SURVEYOR) PROVIDING FOR A PENALTY NOT TO EXCEED $2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW

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

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

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

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

SECTION 1. That, from and after the effective date of this Ordinance, the property described in **Exhibit A – Survey and Legal Description**, attached hereto, located at 1432 South Elm Street and all streets, roads and alleyways contiguous and/or adjacent thereto, shall be rezoned and placed in the R-2F (Duplex Residential) District, and that Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14, is hereby amended so as to hereafter include such property.

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

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

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

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

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

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

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

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

INTRODUCED on this the 17th day of November 2025.

ADOPTED on this the 17th day of November 2025.

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

CITY OF SHERMAN, TEXAS

BY: _____
SHAWN TEAMANN, MAYOR

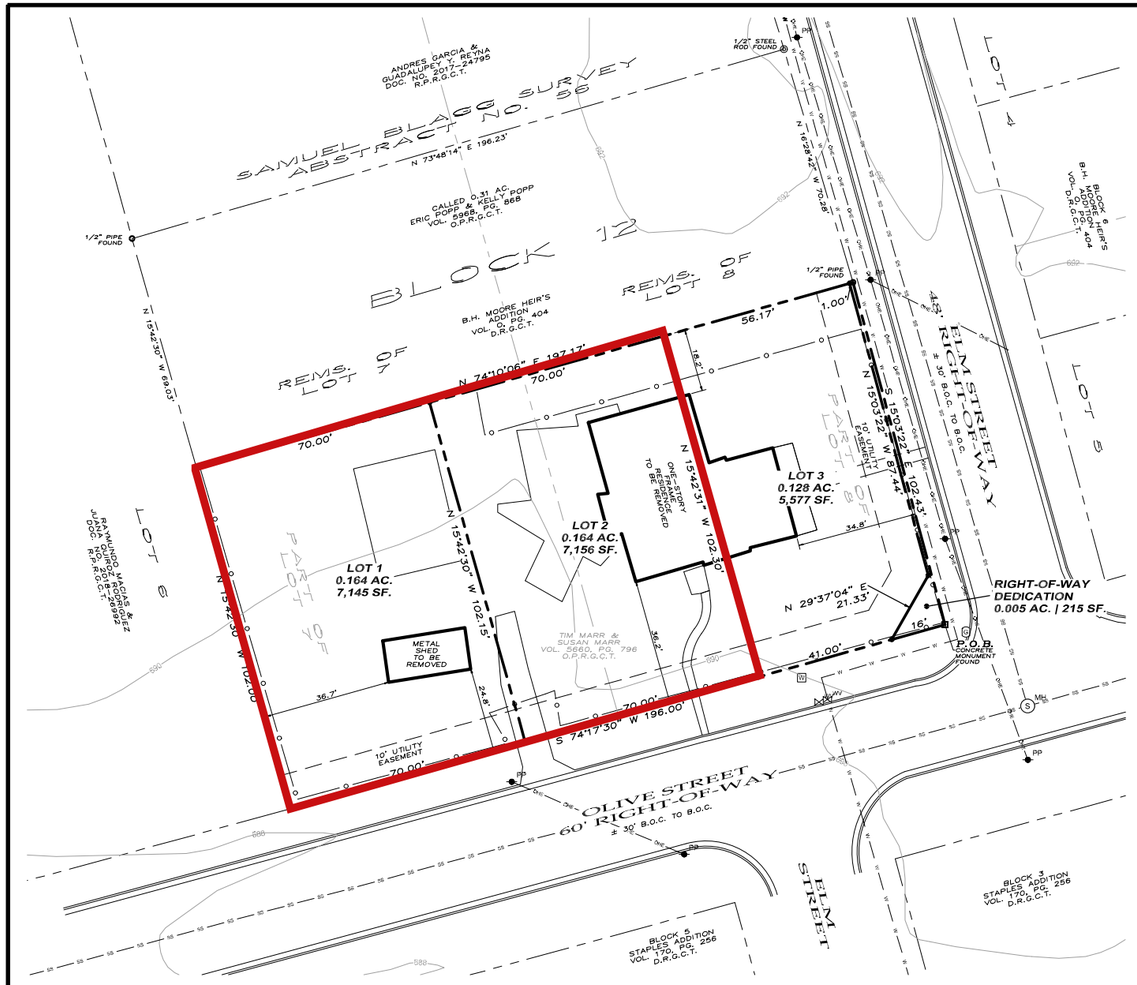
ATTEST:

BY: _____
TERI FINE, CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

EXHIBIT A



LEGAL DESCRIPTION

Situated in the County of Grayson, State of Texas, being a part of Samuel Blagg Survey, Abstract No. 56, and being part of Lots 7 and 8 in Block 12 of B.H. Moore Heir's Addition, according to the plat thereof recorded in Volume O, Page 404, Deed Records, Grayson County, Texas, and being the same tract of land described in the deed to Tim Marr and Susan Marr, recorded in Volume 5660, Page 796, Official Public Records, Grayson County, Texas, and being described by metes and bounds as follows:

Beginning at a found concrete monument for the southeast corner of said Lot 8, common to the southeast corner of said Marr Tract, and at the intersection of the westerly right-of-way line of Elm Street and with the northerly right-of-way line of Olive Street;

Thence South 74°17'30" West, with the southerly lines of said Lots 8 and 7, and with the southerly line of said Marr Tract, a distance of 196.00 feet to a set 1/2" steel rod for the southwest corner of said Lot 7, common to the southeast corner of Lot 6;

Thence North 15°42'30" West, with the westerly line of said Lot 7, and with the easterly line of said Lot 6, a distance of 102.00 feet to a set 1/2" steel rod for the northwest corner of said Marr Tract, common to the southwest corner of a called 0.31 acre tract of land described in the deed to Eric Popp and Kelly Popp, recorded in Volume 5968, Page 868, said Official Public Records, and from which a found 1/2" pipe for the northwest corner of said 0.31 acre tract bears North 15°42'30" West, a distance of 69.03 feet;

Thence North 74°10'06" East, with the northerly line of said Marr Tract, and with the southerly line of said 0.31 acre tract, crossing said Lots 7 and 8, a distance of 197.17 feet to a found 1/2" pipe for the northeast corner of said Marr Tract, common to the southeast corner of said 0.31 acre tract, and on the easterly line of said Lot 8, and on the westerly right-of-way line of aforesaid Elm Street, and from which a found 1/2" steel rod for the northeast corner of said 0.31 acre tract bears North 16°28'42" West, a distance of 70.28 feet;

Thence South 15°03'22" East, with the easterly line of said Lot 8, and with the easterly line of said Marr Tract, and with the westerly right-of-way line of said Elm Street, a distance of 102.43 feet to the Point of Beginning and containing 0.461 acres (20,093 square feet) of land, more or less.

All 1/2" steel rods set with a plastic yellow cap stamped "RPLS 4709"

ACCEPTANCE

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

Chairman _____ *Secretary* _____

SURVEYOR'S CERTIFICATION

KNOWN ALL MEN BY THESE PRESENTS:

That I, Douglas W. Underwood, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments shown thereon were properly placed under my personal supervision, in accordance with the subdivision regulations of the City of Sherman, Texas.

_____ _____

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

Date

PRELIMINARY
THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED, VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT

AVIGATION RELEASE

THE STATE OF TEXAS
COUNTY OF GRAYSON

WHEREAS, Tim Marr & Susan Marr, hereinafter called OWNER (whether one or more), is the owner of a certain parcel of land situated in the City of Sherman, Grayson County, Texas, being more particularly described as 1432 S. Elm St. Addition, an addition to the City of Sherman, Grayson County, Texas.

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

It is agreed that this Release shall be binding upon OWNER, his successors, heirs, executors, administrators and assigns, in interest with regard to said property located at 1432 S. Elm St. Addition, an addition to the City of Sherman, Texas, and it is further agreed that this instrument shall be a covenant running with the land, and shall be recorded in the Deed Records of Grayson County, Texas.

EXECUTED THIS _____ DAY OF _____, 2025.

_____
Tim Marr

_____
Susan Marr

OWNER'S CERTIFICATE OF DEDICATION

THAT Tim Marr & Susan Marr, acting by and through its duly authorized agent, does hereby adopt this plat designating the herein described real property as 1432 S. Elm St. Addition, an addition to the City of Sherman, Grayson County, Texas. Being 0.461 acres situated in and being a portion of the Samuel Blagg Survey, Abstract No. 56, City of Sherman, Grayson County, Texas and does hereby dedicate to the public use forever the streets and easements shown on this plat for the mutual use and accommodation of all public and private utilities desiring to use or using same. Any public or private utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs or other improvements or growths which in any way endanger or interfere with the construction, maintenance, or efficiency of its respective systems on any of these easements strips and any public or private utility shall, at all times, have a right of Ingress and egress to and from and upon the said easement strips for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and adding to or removing all or part of its respective system without the permission of anyone. This plat approved subject to all ordinances, rules regulations and resolutions of the City of Sherman, Texas.

WITNESS, my hand at Grayson County, Texas, this_____day of_____, 2025.

_____
Tim Marr

_____
Susan Marr

STATE OF TEXAS
COUNTY OF GRAYSON

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared, Tim Marr known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this___day of_____, 2025.

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

STATE OF TEXAS
COUNTY OF GRAYSON

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared, Susan Marr known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this___day of_____, 2025.

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

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

PRELIMINARY PLAT

1432 S. ELM ST. ADDITION

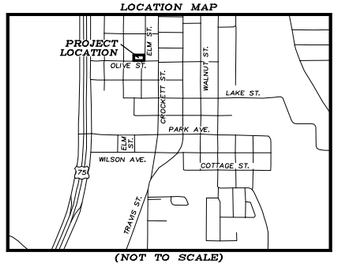
Being a replat of part of Lots 7 & 8, Block 12
B.H. Moore Heir's Addition
Vol. O, Pg. 404, D.R.G.C.T.
Being a part of the Samuel Blagg Survey
Abstract Number 56
Being in the City of Sherman
Grayson County, Texas.
Containing 0.461 acres of land

09-17-2025

LEGEND

P.O.B.	POINT OF BEGINNING
●	1/2" STEEL ROD SET
◎	1/2" STEEL ROD FOUND
○	1/2" PIPE FOUND
□	CONC. MON. FOUND
O.P.R.G.C.T.	OFFICIAL PUBLIC RECORDS, GRAYSON COUNTY, TEXAS
R.P.R.G.C.T.	REAL PROPERTY RECORDS, GRAYSON COUNTY, TEXAS
D.R.G.C.T.	DEED RECORDS, GRAYSON COUNTY, TEXAS
	BOUNDARY LINE
	PROPERTY LINE
	EASEMENT LINE

LOCATION MAP



(NOT TO SCALE)

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

GRAPHIC SCALE

20 0 10 20 40 80

(IN FEET)
1 inch = 20 ft.

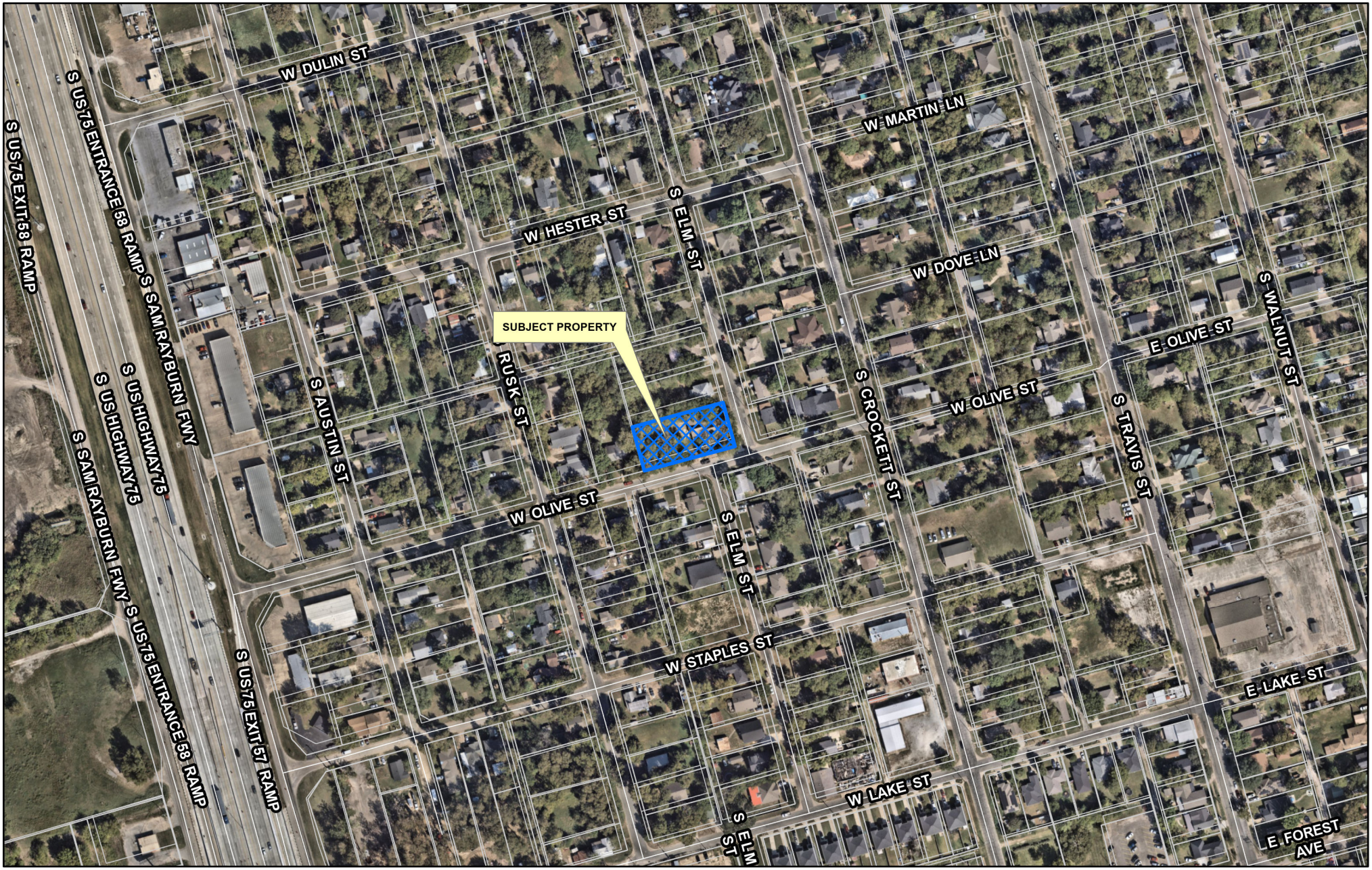
~ GENERAL NOTES ~

1. *Water Supply to be provided by the City of Sherman.*
2. *Sewer Service to be provided by the City of Sherman.*
3. *Electrical service is provided by Oncor Electrical Delivery.*
4. *Blocking the flow of water or construction of improvements in drainage easements, and filling or obstruction of the floodway is prohibited.*
5. *Any existing creeks or drainage channels traversing along or across the addition will remain as open channels and will be maintained by the individual owners of the lot or lots that are traversed by or adjacent to the drainage courses along or across said lots.*
6. *The City of Sherman will not be responsible for the maintenance and operation of said drainage ways or drainage easements for the control of erosion.*
7. *Neither the City of Sherman nor the undersigned surveyor will be responsible for any damage, personal injury, or loss of life or property occasioned by flooding or flooding conditions.*
8. *The owners and builders must comply with all other local, state and federal regulations regarding developments of this type.*
9. *Bearings are based on the City of Sherman Control Monument Network.*
10. *The City of Sherman reserves the right to require submission of Development Plat based on proposed use of each lot.*
11. *The subject property does not lie within a Federal Emergency Management Agency (FEMA) designated flood plain as shown by Firm Map No. 48181C 0405 G, effective date September 1, 2022.*

OWNERS/DEVELOPER
TIM MARR & SUSAN MARR
1432 S. ELM STREET
SHERMAN, TX 75090-8708

SURVEYOR
DOUGLAS W. UNDERWOOD
R.P.L.S. NO. 4709
3404 INTERURBAN ROAD
DENISON, TEXAS 75021
PH: (903) 465-2151

UNDERWOOD
DRAFTING & SURVEYING
3404 INTERURBAN ROAD DENISON, TEXAS 75021 (903)465-2151



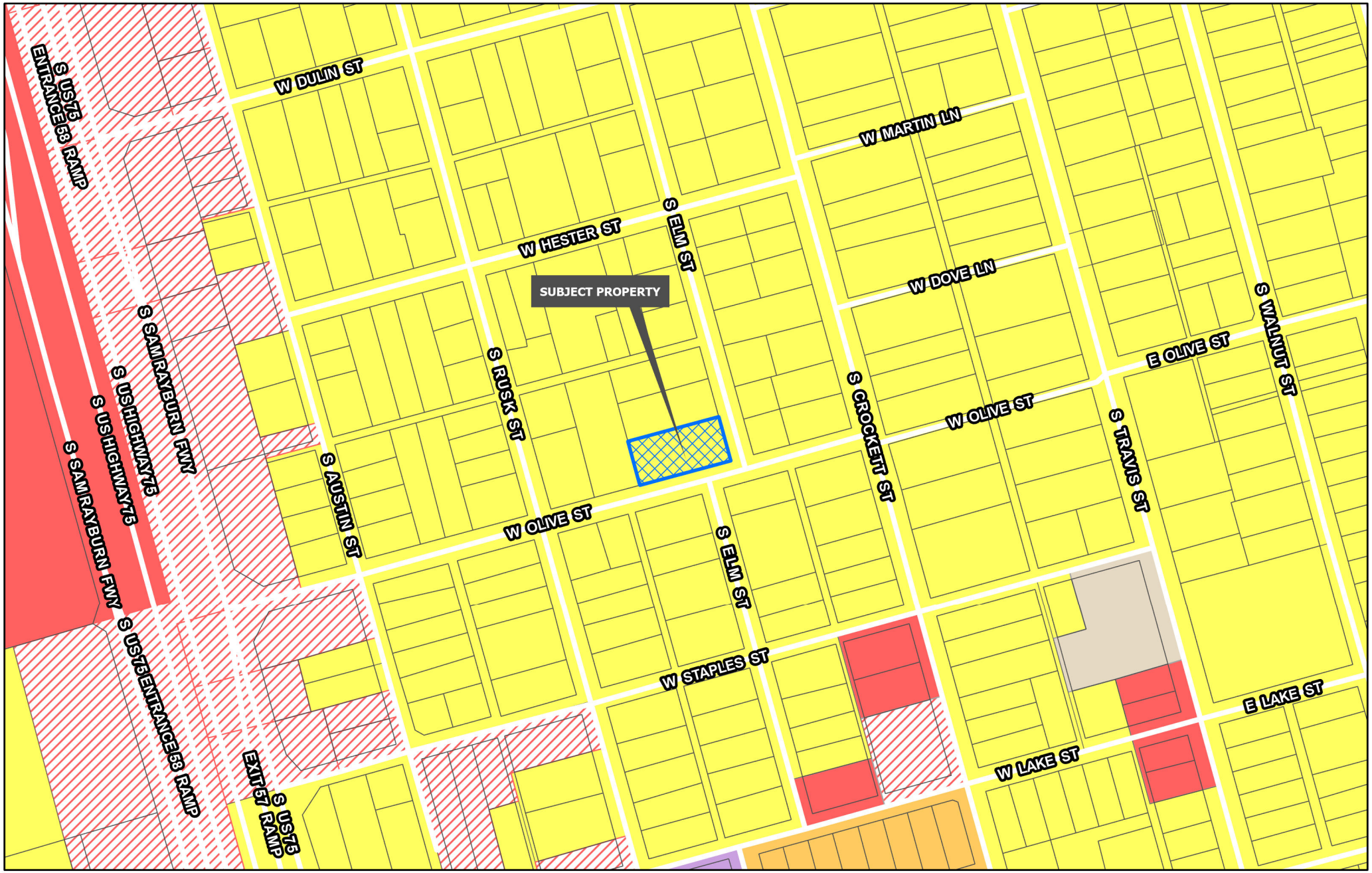
Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services Department

CITY OF SHERMAN
LOCATION MAP
1432 S ELM ST

N
W E
S

Date: 10/1/2025 9:51 AM



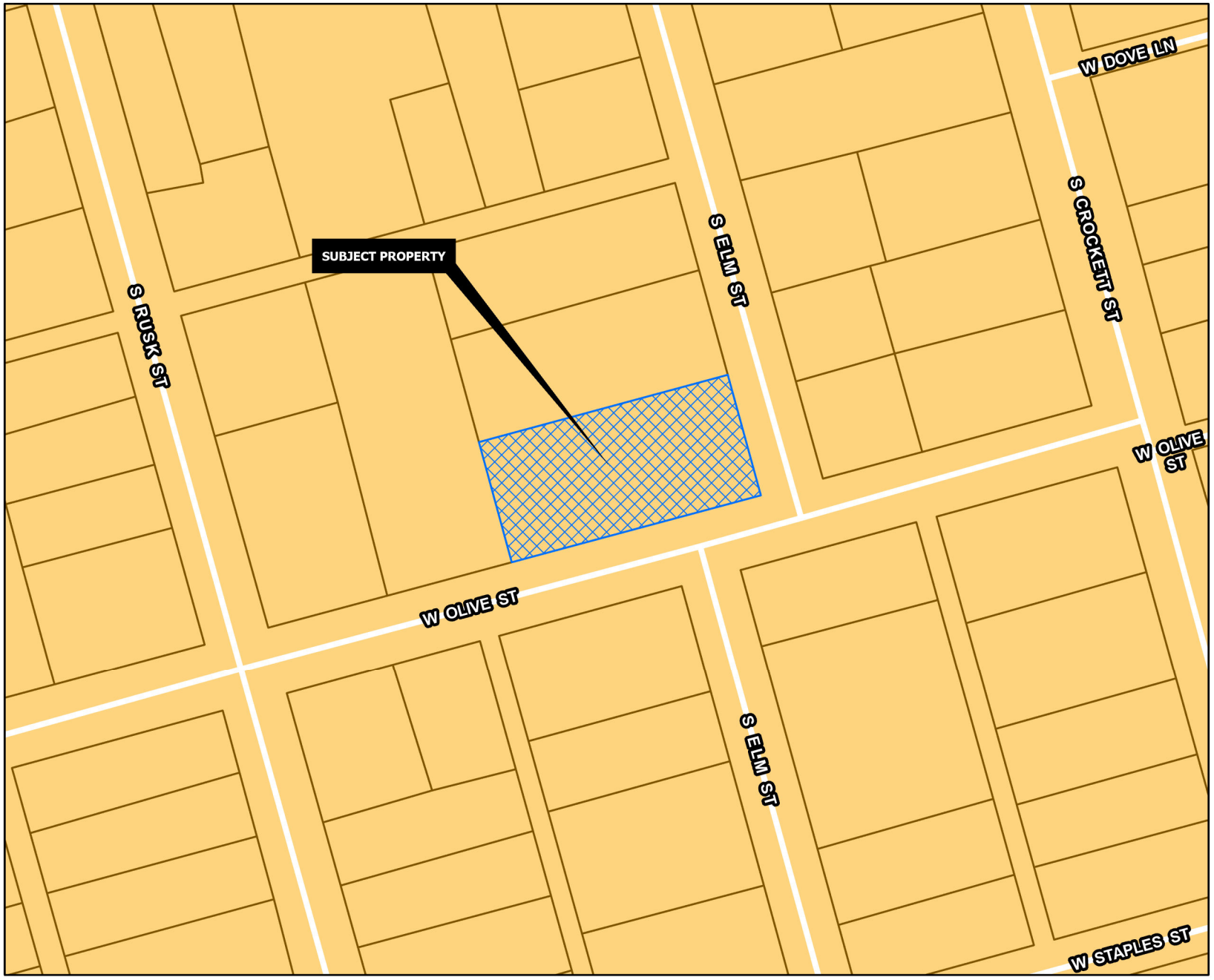
Sherman
CLASSIC TOWN. BROAD HORIZON.
Development Services Department

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

CITY OF SHERMAN
ZONING MAP
1432 S ELM ST

N
W E
S

Date: 10/1/2025 9:51 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

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

N
W E
S

CITY OF SHERMAN
FUTURE LAND USE MAP
1432 S ELM ST

Date: 10/1/2025 9:51 AM


Sherman
NOTICE OF
PROPOSED ZONING
CHANGE
PROJECT #: 000167-2025

Sriram Kothandan

721 Highbridge Lane,

Prosper, Texas – 75078

Srirampt@gmail.com

631-988-8104

9/5/2025

To whom it may concern,

I am writing to express our intentions regarding the property located at 1432 S Elm St, Sherman, TX 75090.

Regarding the landscape plan, this project is being a complete demolition project, landscape design will be submitted at the new build phase.

I am seeking to have the lot rezoned to both R-4 and R-2F. Our plan, upon approval, is to construct two duplexes and one single-family home. While the lot size could accommodate three duplexes, we believe the proposed mix is a better fit for the neighborhood and maintains compatibility with surrounding properties.

Additionally, I have submitted a preliminary plat that aligns with our zoning request. We are committed to ensuring that the development complies with neighborhood aesthetics and city development guidelines.

Please feel free to contact me with any questions or for additional documentation.

Best regards,

Sriram Kothandan



GENERAL SITE PLAN NOTES:

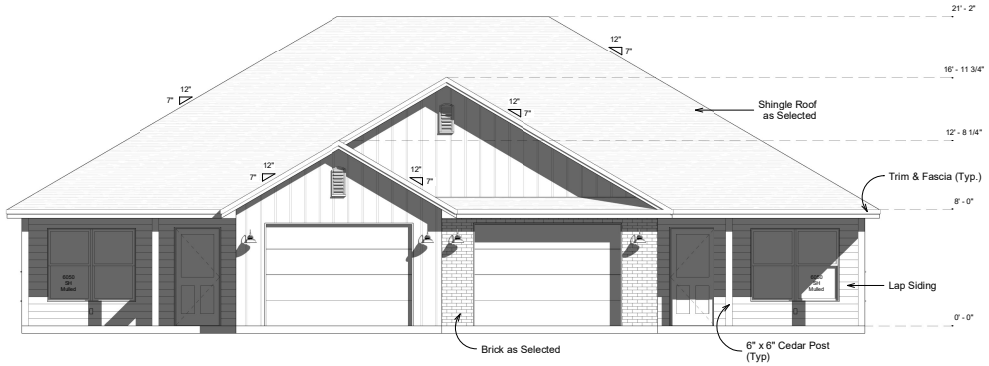
1. PROPERTY BOUNDARY OBTAINED FROM CLIENT PROVIDED SURVEY.

PROPOSED SITE PLAN
SCALE 1" = 10'-0"

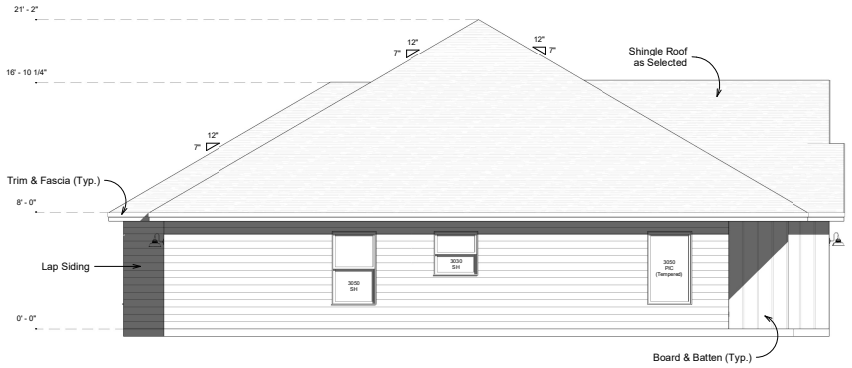
0 10' 20'

SIAS Drafting & Design
501 Spur 316, # 102
Pottsboro, TX 75076
903-647-6651
siasdraftinganddesign@gmail.com

C1
SHEET

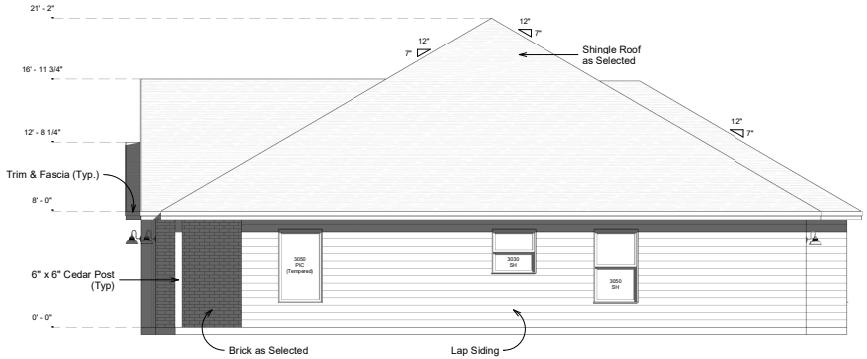


Front Elevation

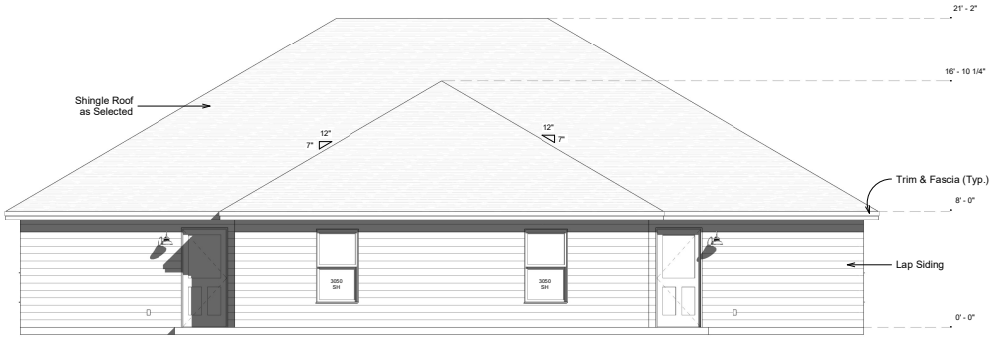


Left Elevation

INCOMPLETE PLANS
NOT FOR CONSTRUCTION - FOR REVIEW ONLY



Right Elevation



Rear Elevation

Elevation Views

Project number	B&H
Date	09/08/25
Drawn by	JCS
Checked by	JCS

A7

Scale 1/4" = 1'-0"

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Project Address:
TBD Olive Street
Sherman, TX 75090

SIAS Drafting & Design
501 Spur 316, # 102
Pottsboro, TX 75076
903-647-6651
siasdraftinganddesign@gmail.com

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. I.8.

Meeting Date: 11/17/2025

Prepared By: Rob Rae, Developmental Services Director

Approved By: Zachary Flores, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6895

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land Consisting Of 0.128 Acres Being Part Of Samuel Blagg Survey, Abstract No. 56, And Being Proposed Lot 3, 1432 South Elm Street Addition, City Of Sherman, Grayson County, Texas, Located At 1432 South Elm Street, Heretofore Zoned R-6 (Single-Family Residential) District; Rezoning And Placing The Tract In The R-4 (Patio Home Residential) District Zoning Classification, Timothy And Susan Marrs (Owner), Sriram Kothandan (Applicant), Underwood Drafting & Surveying (Surveyor) Providing For A Penalty Not To Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

Issue:

Consideration of a Zone Change for 0.128 acres of land located at 1432 South Elm Street from an R-6 (Single Family Residential) District to R-4 (Patio Home Residential) District.

Background:

The property is located at 1432 South Elm Street. The applicant would like to receive a Zone Change from an R-6 (Single Family Residential) District to an R-4 (Patio Home Residential) District for the 0.128-acre proposed lot.

Capital Improvement Program:

N/A

Origination:

Timothy and Susan Marrs (Owner), Sriram Kothandan (Applicant), Underwood Drafting & Surveying (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the October 21, 2025 regular meeting, the Planning and Zoning Commission voted 5/0 to recommend to City Council that the Zone Change be approved. **The proposed use is compatible with the City of Sherman Comprehensive Plan.**

Alternatives:

The City Council could deny the request.

Attachments:

1. Ordinance No. 6895
2. Exhibit A
3. Location Map
4. Zoning Map
5. Future Landuse Map
6. Notification sign
7. Narrative
8. Site Plan

ORDINANCE NO. 6895

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, TO REZONE A TRACT OF LAND CONSISTING OF 0.128 ACRES BEING PART OF THE SAMUEL BLAGG SURVEY, ABSTRACT NO. 56, AND BEING PROPOSED LOT 3, 1432 SOUTH ELM STREET ADDITION, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED AT 1432 SOUTH ELM STREET, HERETOFORE ZONED R-6 (SINGLE-FAMILY RESIDENTIAL) DISTRICT; REZONING AND PLACING THE TRACT IN THE R-4 (PATIO HOME RESIDENTIAL) DISTRICT ZONING CLASSIFICATION, TIMOTHY AND SUSAN MARRS (OWNER), SRIRAM KOTHANDAN (APPLICANT), UNDERWOOD DRAFTING & SURVEYING (SURVEYOR) PROVIDING FOR A PENALTY NOT TO EXCEED $2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW

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

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

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

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

SECTION 1. That, from and after the effective date of this Ordinance, the property described in **Exhibit A – Survey and Legal Description**, attached hereto, located at 1432 South Elm Street and all streets, roads and alleyways contiguous and/or adjacent thereto, shall be rezoned and placed in the R-4 (Patio Home Residential) District, and that Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14, is hereby amended so as to hereafter include such property.

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

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

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

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

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

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

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

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

INTRODUCED on this the 17th day of November 2025.

ADOPTED on this the 17th day of November 2025.

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

CITY OF SHERMAN, TEXAS

BY: _____
SHAWN TEAMANN, MAYOR

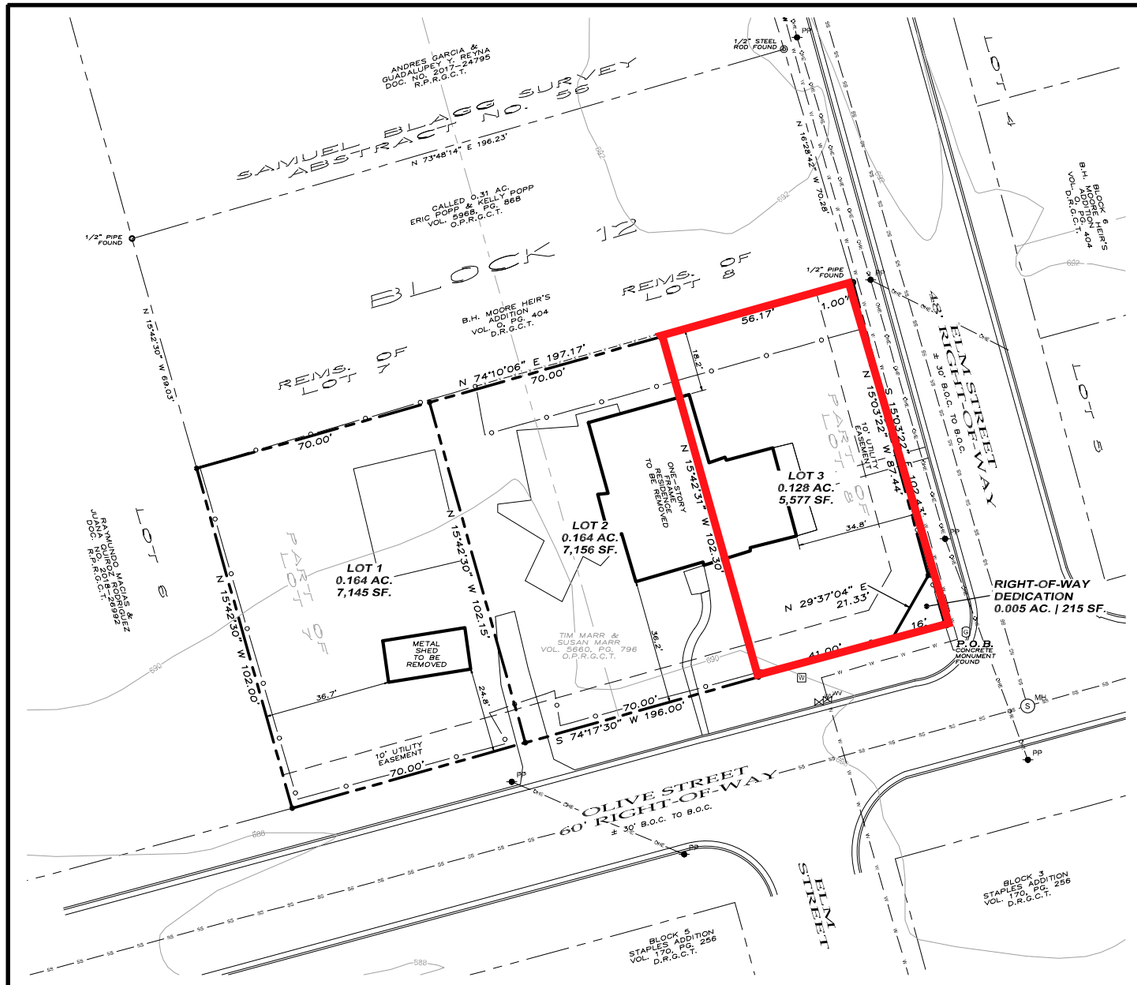
ATTEST:

BY: _____
TERI FINE, CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

EXHIBIT A



LEGAL DESCRIPTION

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Beginning at a found concrete monument for the southeast corner of said Lot 8, common to the southeast corner of said Marr Tract, and at the intersection of the westerly right-of-way line of Elm Street and with the northerly right-of-way line of Olive Street;

Thence South 74°17'30" West, with the southerly lines of said Lots 8 and 7, and with the southerly line of said Marr Tract, a distance of 196.00 feet to a set 1/2" steel rod for the southwest corner of said Lot 7, common to the southeast corner of Lot 6;

Thence North 15°42'30" West, with the westerly line of said Lot 7, and with the easterly line of said Lot 6, a distance of 102.00 feet to a set 1/2" steel rod for the northwest corner of said Marr Tract, common to the southwest corner of a called 0.31 acre tract of land described in the deed to Eric Popp and Kelly Popp, recorded in Volume 5968, Page 868, said Official Public Records, and from which a found 1/2" pipe for the northwest corner of said 0.31 acre tract bears North 15°42'30" West, a distance of 69.03 feet;

Thence North 74°10'06" East, with the northerly line of said Marr Tract, and with the southerly line of said 0.31 acre tract, crossing said Lots 7 and 8, a distance of 197.17 feet to a found 1/2" pipe for the northeast corner of said Marr Tract, common to the southeast corner of said 0.31 acre tract, and on the easterly line of said Lot 8, and on the westerly right-of-way line of aforesaid Elm Street, and from which a found 1/2" steel rod for the northeast corner of said 0.31 acre tract bears North 16°28'42" West, a distance of 70.28 feet;

Thence South 15°03'22" East, with the easterly line of said Lot 8, and with the easterly line of said Marr Tract, and with the westerly right-of-way line of said Elm Street, a distance of 102.43 feet to the Point of Beginning and containing 0.461 acres (20,093 square feet) of land, more or less.

All 1/2" steel rods set with a plastic yellow cap stamped "RPLS 4709"

ACCEPTANCE

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

Chairman _____ *Secretary* _____

SURVEYOR'S CERTIFICATION

KNOWN ALL MEN BY THESE PRESENTS:

That I, Douglas W. Underwood, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments shown thereon were properly placed under my personal supervision, in accordance with the subdivision regulations of the City of Sherman, Texas.

Douglas W. Underwood
Registered Professional Land Surveyor, No. 4709 _____ *Date* _____

PRELIMINARY
THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED, VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT

AVIGATION RELEASE

THE STATE OF TEXAS
COUNTY OF GRAYSON

WHEREAS, Tim Marr & Susan Marr, hereinafter called OWNER (whether one or more), is the owner of a certain parcel of land situated in the City of Sherman, Grayson County, Texas, being more particularly described as 1432 S. Elm St. Addition, an addition to the City of Sherman, Grayson County, Texas.

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

It is agreed that this Release shall be binding upon OWNER, his successors, heirs, executors, administrators and assigns, in interest with regard to said property located at 1432 S. Elm St. Addition, an addition to the City of Sherman, Texas, and it is further agreed that this instrument shall be a covenant running with the land, and shall be recorded in the Deed Records of Grayson County, Texas.

EXECUTED THIS _____ DAY OF _____, 2025.

Tim Marr

Susan Marr

OWNER'S CERTIFICATE OF DEDICATION

THAT Tim Marr & Susan Marr, acting by and through its duly authorized agent, does hereby adopt this plat designating the herein described real property as 1432 S. Elm St. Addition, an addition to the City of Sherman, Grayson County, Texas. Being 0.461 acres situated in and being a portion of the Samuel Blagg Survey, Abstract No. 56, City of Sherman, Grayson County, Texas and does hereby dedicate to the public use forever the streets and easements shown on this plat for the mutual use and accommodation of all public and private utilities desiring to use or using same. Any public or private utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs or other improvements or growths which in any way endanger or interfere with the construction, maintenance, or efficiency of its respective systems on any of these easements strips and any public or private utility shall, at all times, have a right of Ingress and egress to and from and upon the said easement strips for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and adding to or removing all or part of its respective system without the permission of anyone. This plat approved subject to all ordinances, rules regulations and resolutions of the City of Sherman, Texas.

WITNESS, my hand at Grayson County, Texas, this_____day of_____, 2025.

Tim Marr

Susan Marr

STATE OF TEXAS
COUNTY OF GRAYSON

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared, Tim Marr known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this___day of_____, 2025.

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

STATE OF TEXAS
COUNTY OF GRAYSON

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared, Susan Marr known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this___day of_____, 2025.

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

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

PRELIMINARY PLAT

1432 S. ELM ST. ADDITION

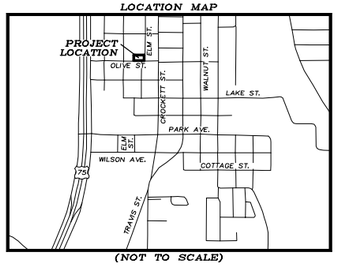
Being a replat of part of Lots 7 & 8, Block 12
B.H. Moore Heir's Addition
Vol. O, Pg. 404, D.R.G.C.T.
Being a part of the Samuel Blagg Survey
Abstract Number 56
Being in the City of Sherman
Grayson County, Texas.
Containing 0.461 acres of land

09-17-2025

LEGEND

P.O.B.	POINT OF BEGINNING
●	1/2" STEEL ROD SET
◎	1/2" STEEL ROD FOUND
○	1/2" PIPE FOUND
□	CONC. MON. FOUND
O.P.R.G.C.T.	OFFICIAL PUBLIC RECORDS, GRAYSON COUNTY, TEXAS
R.P.R.G.C.T.	REAL PROPERTY RECORDS, GRAYSON COUNTY, TEXAS
D.R.G.C.T.	DEED RECORDS, GRAYSON COUNTY, TEXAS
	BOUNDARY LINE
	PROPERTY LINE
	EASEMENT LINE

LOCATION MAP



(NOT TO SCALE)

~ GENERAL NOTES ~

1. *Water Supply to be provided by the City of Sherman.*
2. *Sewer Service to be provided by the City of Sherman.*
3. *Electrical service is provided by Oncor Electrical Delivery.*
4. *Blocking the flow of water or construction of improvements in drainage easements, and filling or obstruction of the floodway is prohibited.*
5. *Any existing creeks or drainage channels traversing along or across the addition will remain as open channels and will be maintained by the individual owners of the lot or lots that are traversed by or adjacent to the drainage courses along or across said lots.*
6. *The City of Sherman will not be responsible for the maintenance and operation of said drainage ways or drainage easements for the control of erosion.*
7. *Neither the City of Sherman nor the undersigned surveyor will be responsible for any damage, personal injury, or loss of life or property occasioned by flooding or flooding conditions.*
8. *The owners and builders must comply with all other local, state and federal regulations regarding developments of this type.*
9. *Bearings are based on the City of Sherman Control Monument Network.*
10. *The City of Sherman reserves the right to require submission of Development Plat based on proposed use of each lot.*
11. *The subject property does not lie within a Federal Emergency Management Agency (FEMA) designated flood plain as shown by Firm Map No. 48181C 0405 G, effective date September 1, 2022.*

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

GRAPHIC SCALE

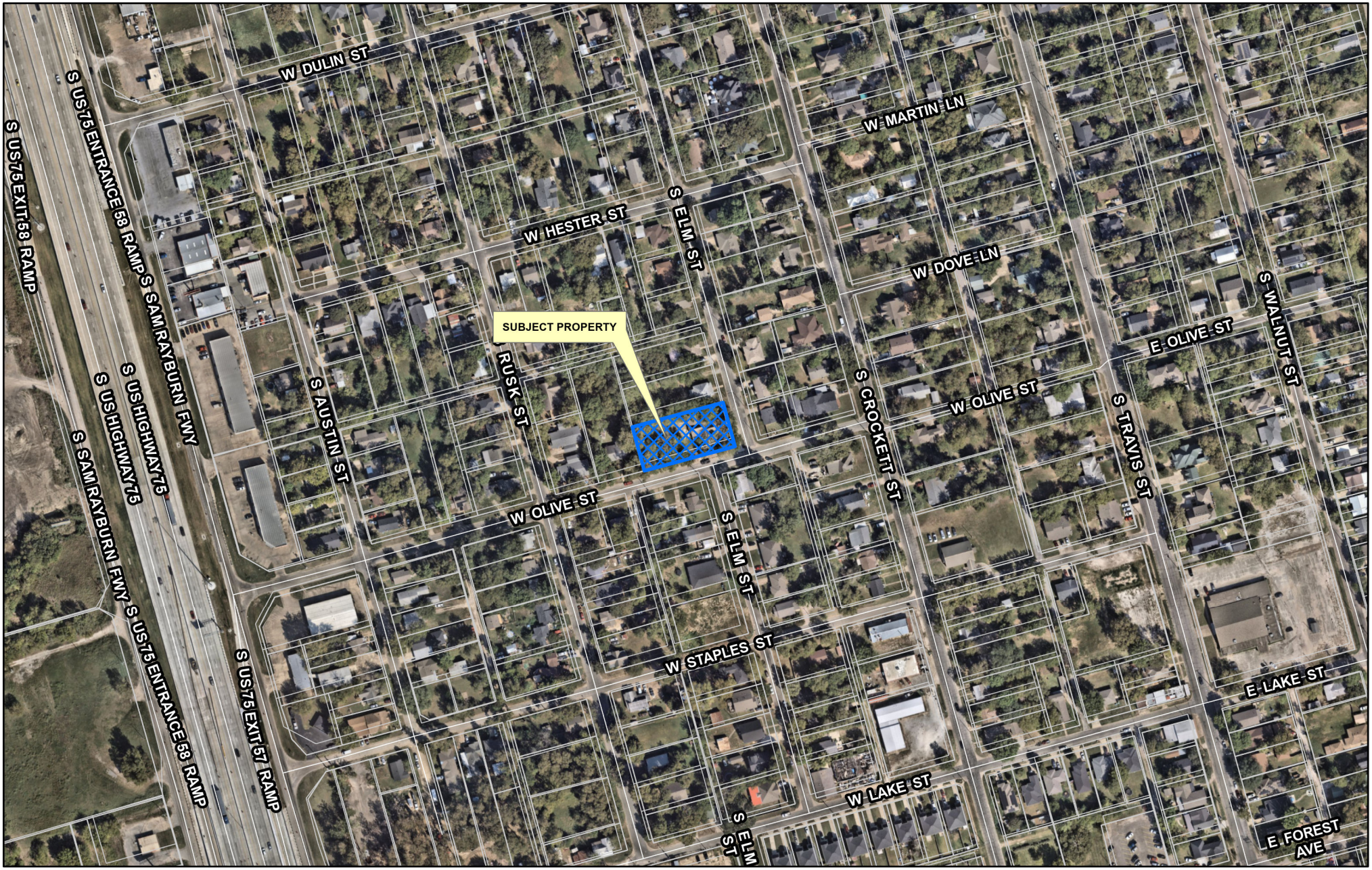
20 0 10 20 40 80

(IN FEET)
1 inch = 20 ft.

OWNERS/DEVELOPER
TIM MARR & SUSAN MARR
1432 S. ELM STREET
SHERMAN, TX 75090-8708

SURVEYOR
DOUGLAS W. UNDERWOOD
R.P.L.S. NO. 4709
3404 INTERURBAN ROAD
DENISON, TEXAS 75021
PH: (903) 465-2151

UNDERWOOD
DRAFTING & SURVEYING
3404 INTERURBAN ROAD DENISON, TEXAS 75021 (903)465-2151



Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services Department

CITY OF SHERMAN
LOCATION MAP
1432 S ELM ST

N
W E
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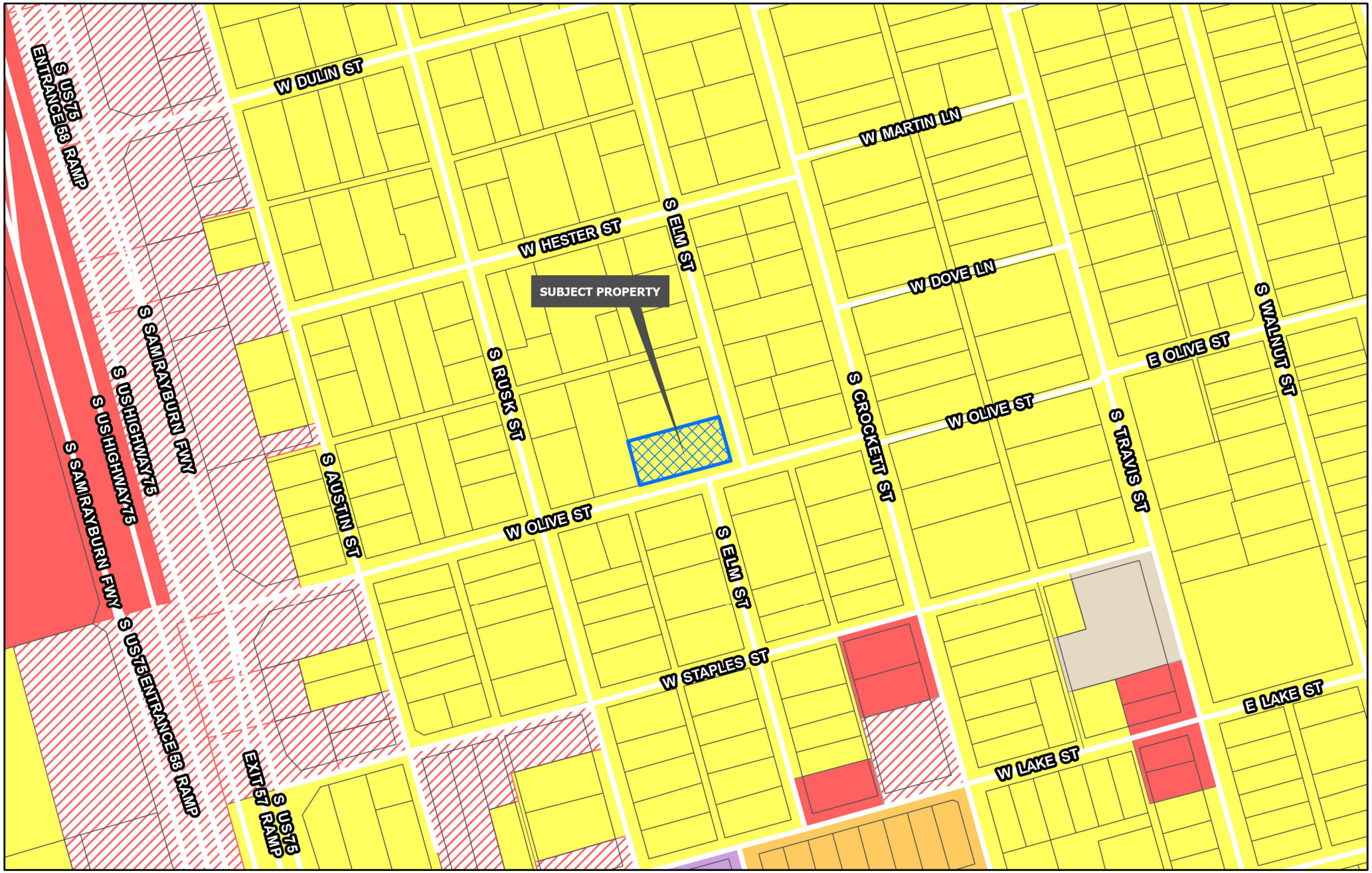
Date: 10/1/2025 9:51 AM



Sherman
CLASSIC TOWN. BROAD HORIZON.
Development Services Department

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

CITY OF SHERMAN
ZONING MAP
1432 S ELM ST

N
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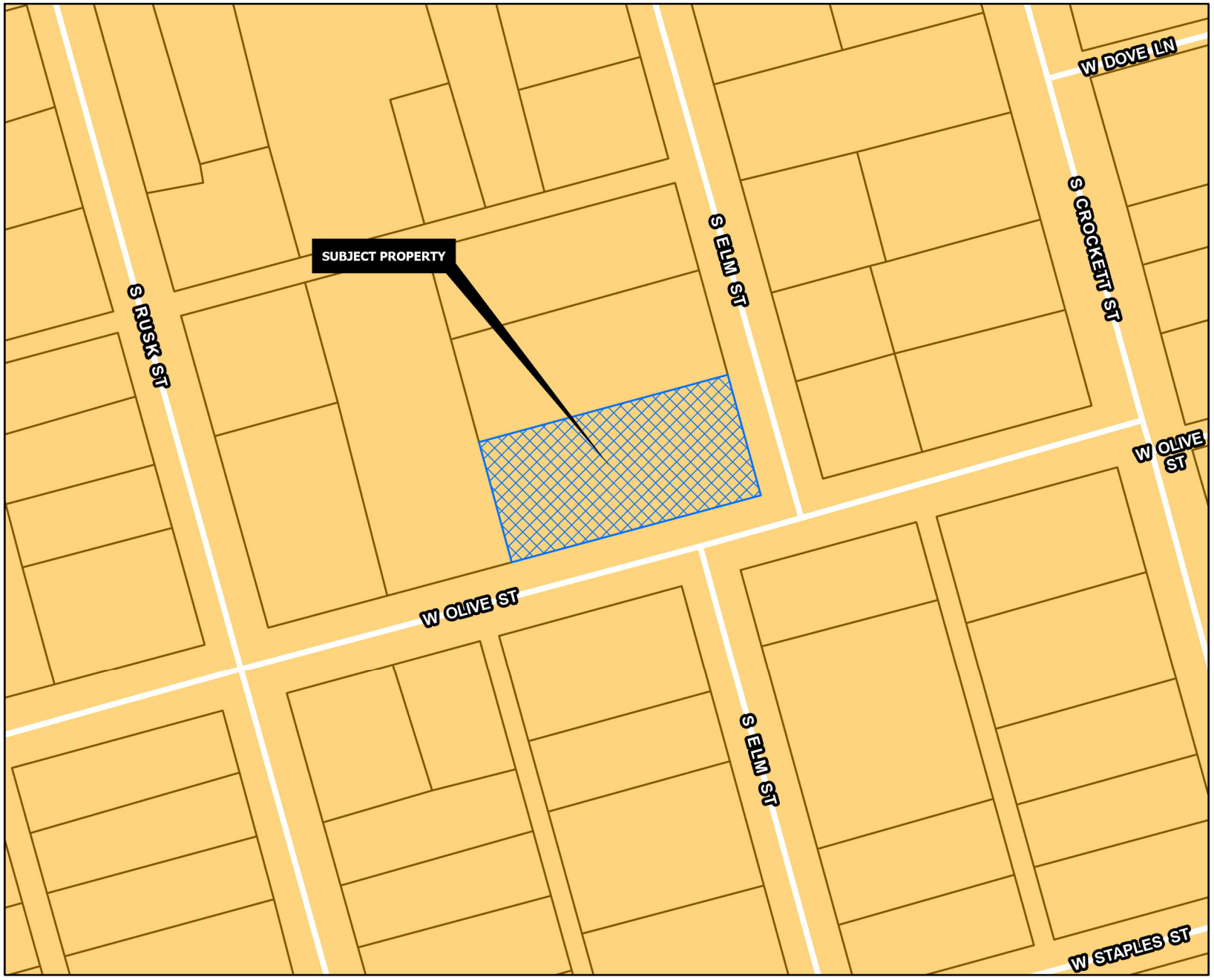
Date: 10/1/2025 9:51 AM



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

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

N
W E
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CITY OF SHERMAN
FUTURE LAND USE MAP
1432 S ELM ST

Date: 10/1/2025 9:51 AM


Sherman
NOTICE OF
PROPOSED ZONING
CHANGE
PROJECT #: 000167-2025

Sriram Kothandan

721 Highbridge Lane,

Prosper, Texas – 75078

Srirampt@gmail.com

631-988-8104

9/5/2025

To whom it may concern,

I am writing to express our intentions regarding the property located at 1432 S Elm St, Sherman, TX 75090.

Regarding the landscape plan, this project is being a complete demolition project, landscape design will be submitted at the new build phase.

I am seeking to have the lot rezoned to both R-4 and R-2F. Our plan, upon approval, is to construct two duplexes and one single-family home. While the lot size could accommodate three duplexes, we believe the proposed mix is a better fit for the neighborhood and maintains compatibility with surrounding properties.

Additionally, I have submitted a preliminary plat that aligns with our zoning request. We are committed to ensuring that the development complies with neighborhood aesthetics and city development guidelines.

Please feel free to contact me with any questions or for additional documentation.

Best regards,

Sriram Kothandan



GENERAL SITE PLAN NOTES:

1. PROPERTY BOUNDARY OBTAINED FROM CLIENT PROVIDED SURVEY.

PROPOSED SITE PLAN
SCALE 1" = 10'-0"

0 10' 20'

SIAS Drafting & Design
501 Spur 316, # 102
Pottsboro, TX 75076
903-647-6651
siasdraftinganddesign@gmail.com

C1
SHEET

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. I.9.

Meeting Date: 11/17/2025

Prepared By: Rob Rae, Developmental Services Director

Approved By: Zachary Flores, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6896

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, And Granting A Specific Use Permit To Allow Warehousing With Outdoor Storage In A C-2 (General Commercial) District, Located At 4900 Block North FM 1417 (Heritage Parkway), Consisting Of 18.368 Acres Being In The Alfred Hume Survey Addition, Abstract No. 522, City Of Sherman, Grayson County, Texas Sherman 1417 Industrial, LLC (Owner), Alison Rutherford (Applicant) And Eagle Surveying, LLC (Surveyor) Prescribing Conditions To The Specific Use Permit; Providing A Penalty Not To Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

Issue:

Consideration of a Specific Use Permit for 18.368 acres of land located at 4900 Block North FM 1417 (Heritage Parkway) to Allow Warehousing with outdoor storage in a C-2 (General Commercial) District.

Background:

The property is located at 4900 Block North FM 1417 (Heritage Parkway). The applicant would like to request a Specific Use Permit to allow warehousing with outdoor storage in a C-2 (General Commerical) District.

Capital Improvement Program:

N/A

Origination:

Sherman 1417 Industrial, LLC (Owner), Alison Rutherford (Applicant) and Eagle Surveying, LLC (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the October 21, 2025 regular meeting, the Planning and Zoning Commission voted 5/0 to recommend City Council that the Specific Use Permit be approved. **The proposed use is compatible with the City of Sherman Comprehensive Plan.**

Alternatives:

The City Council could deny the request.

Attachments:

1. Ordinance No. 6896
2. EXHIBIT A
3. Exhibit B
4. Location Map
5. Zoning Map
6. Future Landuse Map
7. Notification sign
8. Narrative

ORDINANCE NO. 6896

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, AND GRANTING A SPECIFIC USE PERMIT TO ALLOW WAREHOUSING WITH OUTDOOR STORAGE IN A C-2 (GENERAL COMMERCIAL) DISTRICT, LOCATED AT 4900 BLOCK NORTH FM 1417 (HERITAGE PARKWAY), CONSISTING OF 18.368 ACRES BEING IN THE ALFRED HUME SURVEY ADDITION, ABSTRACT NO. 522, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS SHERMAN 1417 INDUSTRIAL, LLC (OWNER), ALISON RUTHERFORD (APPLICANT) AND EAGLE SURVEYING, LLC (SURVEYOR) PRESCRIBING CONDITIONS TO THE SPECIFIC USE PERMIT; PROVIDING A PENALTY NOT TO EXCEED $2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW

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

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

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

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

SECTION 1. That, from and after the effective date of this Ordinance, the property located in the 4900 Block North Fm 1417 (Heritage Parkway), City of Sherman, Grayson County, Texas is/are granted a Specific Use Permit to allow a Warehouse with Outdoor Storage, subject to the conditions described in this Ordinance and that Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14 is hereby amended so as to hereafter include property on **Exhibit A – Survey/Legal Description**.

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

Zoning:

1. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's Zoning Ordinance/Code of Ordinance Chapter 14.
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal. *(Code of Ordinances Chapter 3.02(c))*
3. Fence Permits shall be permitted separately from the building permit and must adhere to the City's Zoning Ordinance/Code of Ordinance Chapter 14. *(Sec. 14.04.004)*
4. Sign Permits shall be permitted separately from the building permit and must adhere to the City's Zoning Ordinance/Code of Ordinance Chapter 14. *(Article 14.07)*
5. Impact fees will be required at the time of building permit application. *(Chapter 13, Article. 13.11)*
6. The property must be properly maintained in a state of good repair and neat appearance.
7. The use of the property must comply with all Federal and State Laws and Regulations and with all the Ordinances, Rules and Regulations of the City of Sherman.
8. The granting of the Specific Use Permit has no effect on the uses permitted as of right and does not waive the regulations of the underlying zoning district.
9. A site plan shall be submitted to and must be approved by the planning and zoning commission prior to the issuance of a building permit for new construction or additions to an existing building or structure or changes to the site for commercial uses. *(Sec. 14.02.017(4)(A))*
10. Outdoor storage of merchandise, equipment or materials, which is essential or incidental to the use and which is not on temporary display for the purpose of being immediately available for sale to the public at-large, shall be screened from all public thoroughfares and abutting uses. Stored merchandise shall not exceed the height of the screening device. *(Sec. 14.03.002(g)(5)(C))*
11. No outside parking or storage of dismantled, junk or inoperable vehicles, equipment, wrecks, tires or parts are allowed.
12. A Specific Use Permit is an amendment to the district regulations of the Zoning Ordinance that permits the establishment of a specific use within a zoning district in which such specific use may be established unless such use of land or structure is discontinued or abandoned for a period of thirty (30) consecutive days in which event such Specific Use Permit shall be void and such use may not thereafter be resumed unless a new Specific Use Permit is granted in accordance with this section. *(Chapter 14, Sec. 14.06.009(a)(1)(C))*
13. The approval of a Site Plan shall be effective for a period of two (2) years from the date of approval, at the end of which time the Site Plan shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Site Plan was approved.
14. Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

Informational Engineering Comments:

15. Platting of the property is required. *Code of Ordinances Chapter10.01.005; Texas Local Government Code Title 1, Sec. 212.004*
16. Additional Dedication of Right of Way on FM 1417 may be required upon platting. FM 1417 is a Major Arterial on the City Master Thoroughfare Plan. *Code of Ordinances Chapter 10.03.007(a)*
17. Dedication of a Mutual Access Easement across proposed Lots to access adjacent proposed Lots will be required upon platting. *Code of Ordinances Chapter 10.03.003(h)(9); 10.03.007(a); Engineering Design Standards Manual 2.5(C)(6)*
18. City wastewater does not serve subject property. On-site sewage facility or extension of wastewater main by developer is required. *Code of Ordinances Chapter 13, Sec. 13.07.282; 10.03.003(h); 10.03.005; Grayson County Subdivision Regulations 4.4.1; 4.4.2*
19. Water main shall be extended in accordance with City criteria to serve proposed development. *Code of Ordinances Chapter 13, Sec. 13.07.282; Chapter 10.03.005*

20. Drive approaches and sidewalks shall conform to City of Sherman and TxDOT standards and a permit with drawing showing dimensions is required from City of Sherman Engineering Department for review and approval prior to any work being done within public right of way. *Code of Ordinances Chapter 3, Division 5, Sec. 3.10.154; 10.03.003(h); Engineering Design Standards Manual 2.5*
21. Privately owned and maintained detention in accordance with City criteria may be required. Engineering documentation shall be provided to the City of Sherman Engineering Department for review and approval. If detention is required, Ownership and Maintenance information to be shown on plat. *Code of Ordinances Chapter 10.03.006; Engineering Design Standards Manual Sec. 4.18*
22. Civil Engineering plans shall be provided to the Engineering Department for review and approval. Plat to reflect changes upon Engineering review. Civil Plan submittal requirements can be found in the Development Guide on the City of Sherman website. *Code of Ordinances Chapter 10.04; Engineering Design Standards Manual Sec. 1.9*

Additional Conditions:

23. The property shall be developed and used in accordance with all City Ordinances and Zoning Exhibit shown in **Exhibit B.**

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

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

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

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

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

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

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

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

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

INTRODUCED on this the 17th day of November 2025.

ADOPTED on this the 17th day of November 2025.

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

CITY OF SHERMAN, TEXAS

BY: _____
SHAWN TEAMANN, MAYOR

ATTEST:

BY: _____
TERI FINE, CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

EXHIBIT A

BOUNDARY EXHIBIT

Alfred Hume Survey, Abstract No. 522
City of Sherman, Grayson County, Texas

LEGAL DESCRIPTION

Being an 18.37 acre tract of land out of the Alfred Hume Survey, Abstract Number 522, situated in the City of Sherman, Grayson County, Texas, being a portion of a called 39.09 acre tract of land conveyed to Sherman 1417 Industrial, LLC by deed of record in Document Number 2025-16425 of the Official Records of Grayson County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod found in the West right-of-way line of F.M. Highway 1417 (a variable width right-of-way), being the Northeast corner of Lot 5, Block 1 of Northwest Addition, a subdivision of record in Volume 11, Page 29 of the Plat Records of Grayson County, Texas, also being the Southeast corner of said 39.09 acre tract and hereof;

THENCE, S88°26'55"W, leaving the West right-of-way line of said F.M. Highway 1417, along the North line of said Lot 5, being the common South line of said 39.09 acre tract, a distance of 613.27 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set for the Southwest corner hereof;

THENCE, leaving the North line of said Lot 5, over and across said 39.09 acre tract, the following two (2) courses and distances:

1. N00°13'26"E, a distance of 511.31 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set;
2. N00°16'12"E, a distance of 353.09 feet to a 1/2 inch iron rod with yellow plastic cap stamped “RPLS 4709” found at the Southeast corner of a called 10.994 acre tract of land conveyed to Sherman 1417 Industrial, LLC by deed of record in Document Number 2025-16425 of said Official Records;

THENCE, N01°55'23"E, along the irregular North line of said 39.09 acre tract, being the common East lines of in part, said 10.994 acre tract and in part, Lot 3, Block 1 of Goode Addition, a subdivision of record in Document Number 2018-152 of said Plat Records, a distance of 525.06 feet to a wood fence corner post found at the Southwest corner of Lot 2, Block 1 of said Goode Addition, being the most Northerly Northwest corner of said 39.09 acre tract, for the Northwest corner hereof;

THENCE, S89°03'33"E, along the North line of said 39.09 acre tract, being the common South lines of in part, said Lot 2 and in part, Lot 1, Block 1 of said Goode Addition, a distance of 576.00 feet to a 1/2 inch iron rod with illegible yellow plastic cap found in the West right-of-way line of said F.M. Highway 1417, being the Southeast corner of said Lot 1, also being the Northeast corner of said 39.09 acre tract and hereof;

THENCE, along the West right-of-way line of said F.M. Highway 1417, being the common East line of said 39.09 acre tract, the following five (5) courses and distances:

1. S00°52'51"W, a distance of 333.23 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set;
2. S03°44'51"W, a distance of 300.40 feet to a concrete monument found;
3. S00°52'51"W, a distance of 201.70 feet to a concrete monument found;
4. S04°41'09"E, a distance of 436.00 feet to a concrete monument found at the beginning of a non-tangent curve to the left;
5. Along a non-tangent curve to the left, having a radius of 5,289.58 feet, a chord bearing of S04°55'10"E, a chord length of 94.28 feet, a delta angle of 01°01'17", an arc length of 94.28 feet to the **POINT OF BEGINNING** and containing an area of 18.368 acres (800,097 square feet) of land, more or less.

Bearings are based on GPS observations utilizing the AllTerra RTK Network, North American Datum of 1983 (Adjustment Realization 2011).

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a Registered Professional Land Surveyor under the laws of the State of Texas

EAGLE SURVEYING

EAGLE SURVEYING, LLC
222 S. ELM STREET
SUITE: 200
DENTON, TX 76201
(940) 222-3009

TX FIRM # 10194177

JOB NUMBER	DRAWN BY	DATE
2504.022-05	PM	08-28-2025

Patrick Mallon
R.P.L.S. # 7170

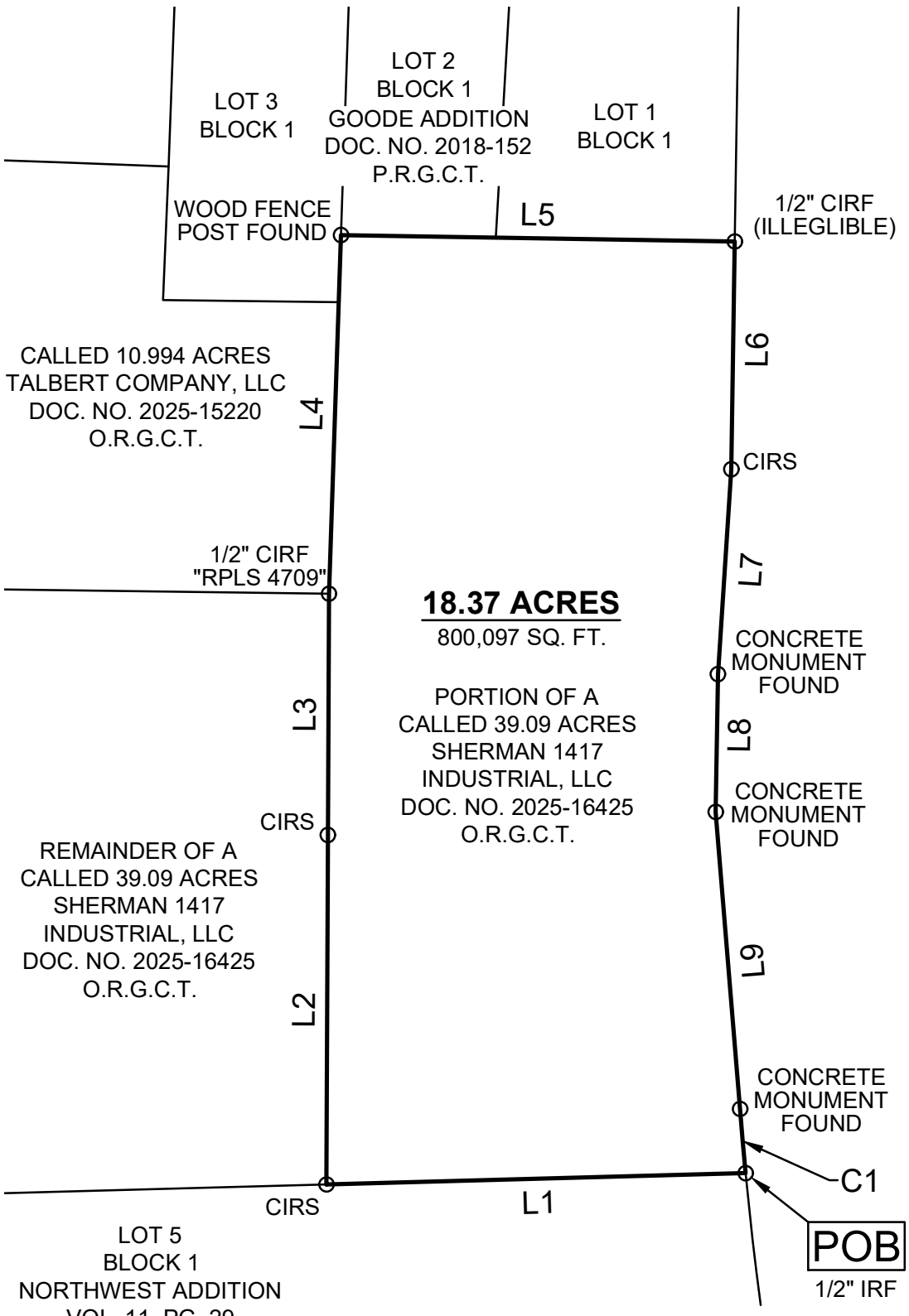
STATE OF TEXAS
REGISTERED
PATRICK ANTHONY MALLON
7170
PROFESSIONAL
LAND SURVEYOR

08-28-2025
Date

EXHIBIT A

BOUNDARY EXHIBIT

Alfred Hume Survey, Abstract No. 522
City of Sherman, Grayson County, Texas



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 88°26'55" W	613.27'
L2	N 00°13'26" E	511.31'
L3	N 00°16'12" E	353.09'
L4	N 01°55'23" E	525.06'
L5	S 89°03'33" E	576.00'
L6	S 00°52'51" W	333.23'
L7	S 03°44'51" W	300.40'
L8	S 00°52'51" W	201.70'
L9	S 04°41'09" E	436.00'

CURVE TABLE					
CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	94.28'	5289.58'	1°01'17"	S 04°55'10" E	94.28'

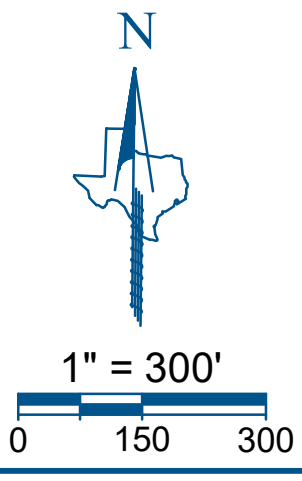
NOTE: Bearings are based on GPS observations utilizing the AllTerra RTK Network, North American Datum of 1983 (Adjustment Realization 2011).

EAGLE SURVEYING

EAGLE SURVEYING, LLC
222 S. ELM STREET
SUITE: 200
DENTON, TX 76201
(940) 222-3009

TX FIRM # 10194177

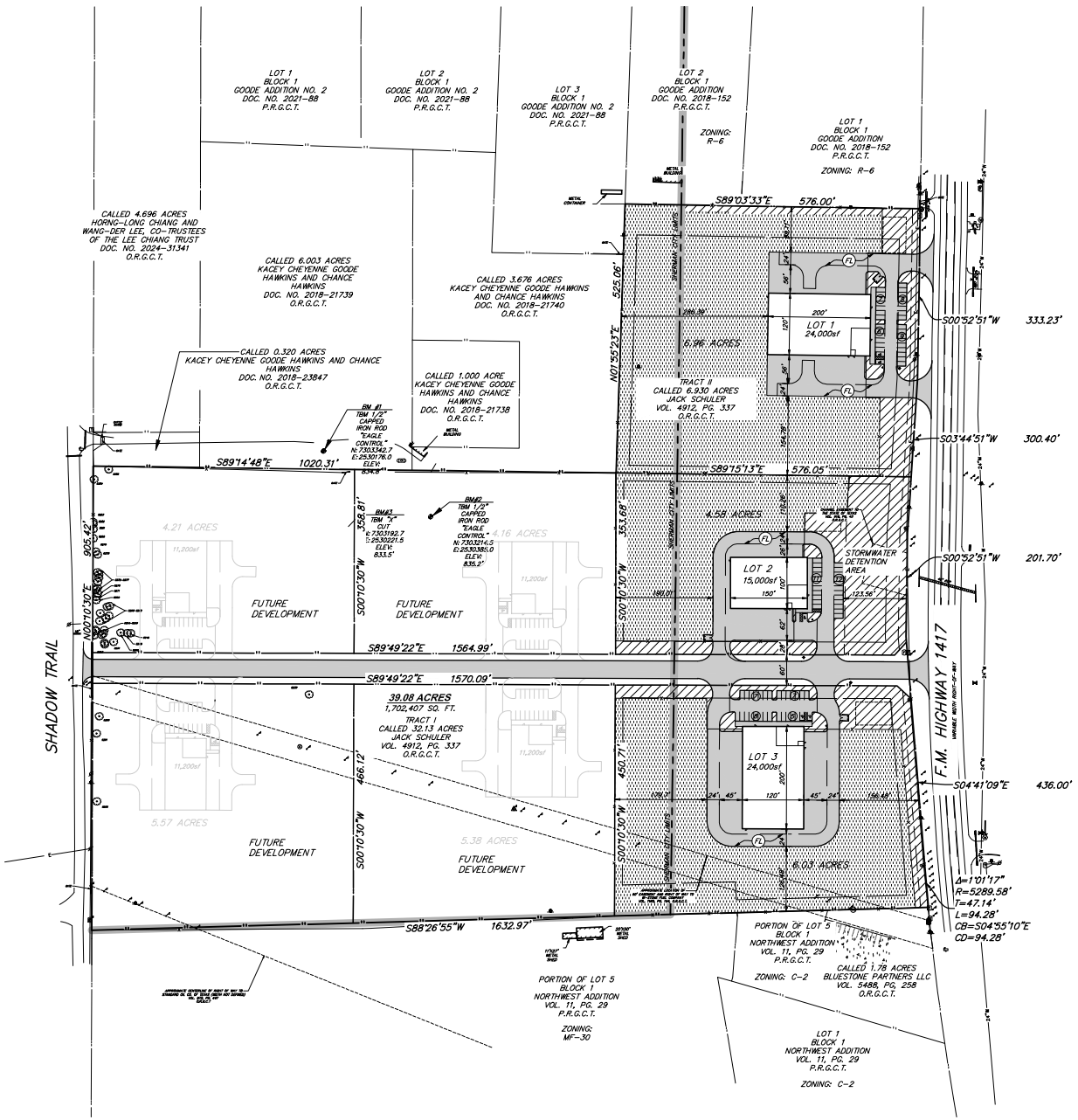
JOB NUMBER	DRAWN BY	DATE
2504.022-05	PM	08-28-2025



LEGEND

○	BOUNDARY MONUMENT
IRF	IRON ROD FOUND
CIRF	CAPPED IRON ROD FOUND
CIRS	1/2" CAPPED IRON ROD SET STAMPED "EAGLE SURVEYING"
POB	POINT OF BEGINNING
VOL.	VOLUME
PG.	PAGE
DOC. NO.	DOCUMENT NUMBER
P.R.G.C.T.	PLAT RECORDS, GRAYSON COUNTY, TEXAS
O.R.G.C.T.	OFFICIAL RECORDS, GRAYSON COUNTY, TEXAS

EXHIBIT B



0 50 100 200
(FEET)
1 inch = 100 ft.

LEGEND

- PROPOSED PAVEMENT AREA
- PROPOSED FLEX BASE AREA
- PROPOSED LANDSCAPE AREA (REF LANDSCAPE PLANS)
- SHERMAN CITY LIMIT
- EXISTING WATER LINE
- EXISTING STORM LINE
- EXISTING PROPERTY LINE
- PROPOSED PROPERTY LINE
- PROPOSED FENCE
- (FL) PROPOSED FIRELANE

LOT #	CURRENT ZONING	PROPOSED ZONING	BUILDING GROSS SQUARE FEET (SF)	PROPERTY GROSS SQUARE FEET (SF)	PARKING REQUIRED (OFFICE/WAREHOUSE)	PARKING PROVIDED	IMPERVIOUS AREA (SF)	FLOOR TO AREA RATIO	LANDSCAPE AREA (SF)
1	C-2	C-2, SPECIAL USE PERMIT	24,000	303,400	27	30 (+2 ADA)	53,400	0.079	31,110
2	C-2	C-2, SPECIAL USE PERMIT	15,000	199,635	18	24 (+1 ADA)	37,595	0.075	59,460
3	C-2	C-2, SPECIAL USE PERMIT	24,000	262,208	27	27 (+2 ADA)	57,665	0.092	30,560

REQUIRED PARKING

LOT 1: OFFICE: 2,400SF (1 SPACE / 400 SF) = 6
WAREHOUSE: 20,000SF (1 SPACE / 1000 SF) +1,600SF (1 SPACE / 1000 SF) = 21
LOT 1 TOTAL = 27 PARKING SPOTS

LOT 2: OFFICE: 1,500SF (1 SPACE / 400 SF) = 4
WAREHOUSE: 13,500SF (1 SPACE / 1000 SF) = 14
LOT 2 TOTAL = 18 PARKING SPOTS

LOT 3: OFFICE: 2,400SF (1 SPACE / 400 SF) = 6
WAREHOUSE: 20,000SF (1 SPACE / 1000 SF) +1,600SF (1 SPACE / 1000 SF) = 21
LOT 3 TOTAL = 27 PARKING SPOTS

PROGRESS SET FOR REVIEW ONLY

ISSUED 10/07/2025

THESE DOCUMENTS ARE FOR DESIGN REVIEW AND NOT INTENDED FOR CONSTRUCTION, BIDDING OR PERMIT PURPOSES. THEY WERE PREPARED BY, OR UNDER THE SUPERVISION OF:

EASTON TURNER
TEXAS PE #147063

BENCHMARKS:

BENCHMARK #1
TBM 1/2" CAPPED IRON ROD "EAGLE CONTROL"
N: 7303342.7
E: 2530176.0
ELEV. 834.4'

BENCHMARK #2
TBM 1/2" CAPPED IRON ROD "EAGLE CONTROL"
N: 7303214.5
E: 2530380.0
ELEV. 835.2'

BENCHMARK #3
TBM "X" CUT
N: 7303192.7
E: 2530221.5
ELEV. 833.5'

RESERVE PROPERTY SOLUTIONS
RCP PS LLC TBPE FIRM REG. F-26154 (214) 983-1039
12404 PARK CENTRAL DR #250-S DALLAS, TX 75251

OVERALL CONCEPTUAL SITE PLAN

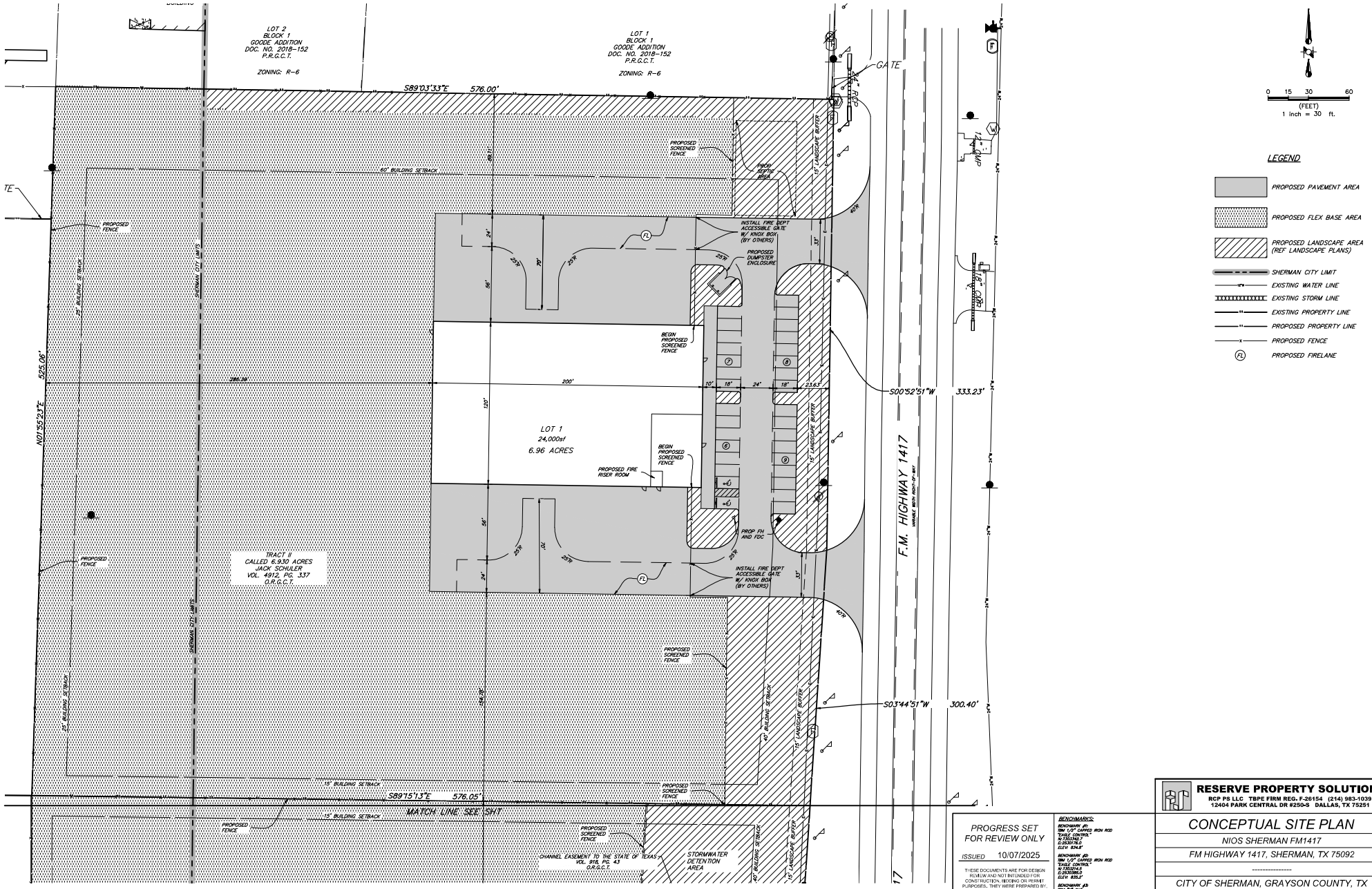
NIOS SHERMAN FM1417
FM HIGHWAY 1417, SHERMAN, TX 75092

CITY OF SHERMAN, GRAYSON COUNTY, TX

REVIEW	DRAWN	DATE	FILE	NUMBER	SHEET
EJT	AMR	10/07/2025	2501	05	C02.01

Z:\Shared_ Developments & Partnerships\National RCP, LLC\Developments\Sherman - HWY417\PL Development\8 - RCP PS, LLC\4. Drawings\CIVIL\01 SITE PLAN.dwg 10/8/2025 1:48:52 PM, Alton Rutherford

EXHIBIT B



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EASTON TURNER
TEXAS PE #147063

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TBM 1/2" CAPPED IRON ROD "EAGLE CONTROL"
N:7303342.7
E:2530176.0
ELEV: 834.8'

BENCHMARK #2:
TBM 1/2" CAPPED IRON ROD "EAGLE CONTROL"
N:7303214.5
E:2530385.0
ELEV: 835.2'

BENCHMARK #3:
TBM "X" CUT
N:7303192.7
E:2530221.5
ELEV: 833.5'

RESERVE PROPERTY SOLUTIONS
RCP PS LLC TBPE FIRM REG. F-26154 (214) 983-1039
12404 PARK CENTRAL DR #250-S DALLAS, TX 75251

CONCEPTUAL SITE PLAN

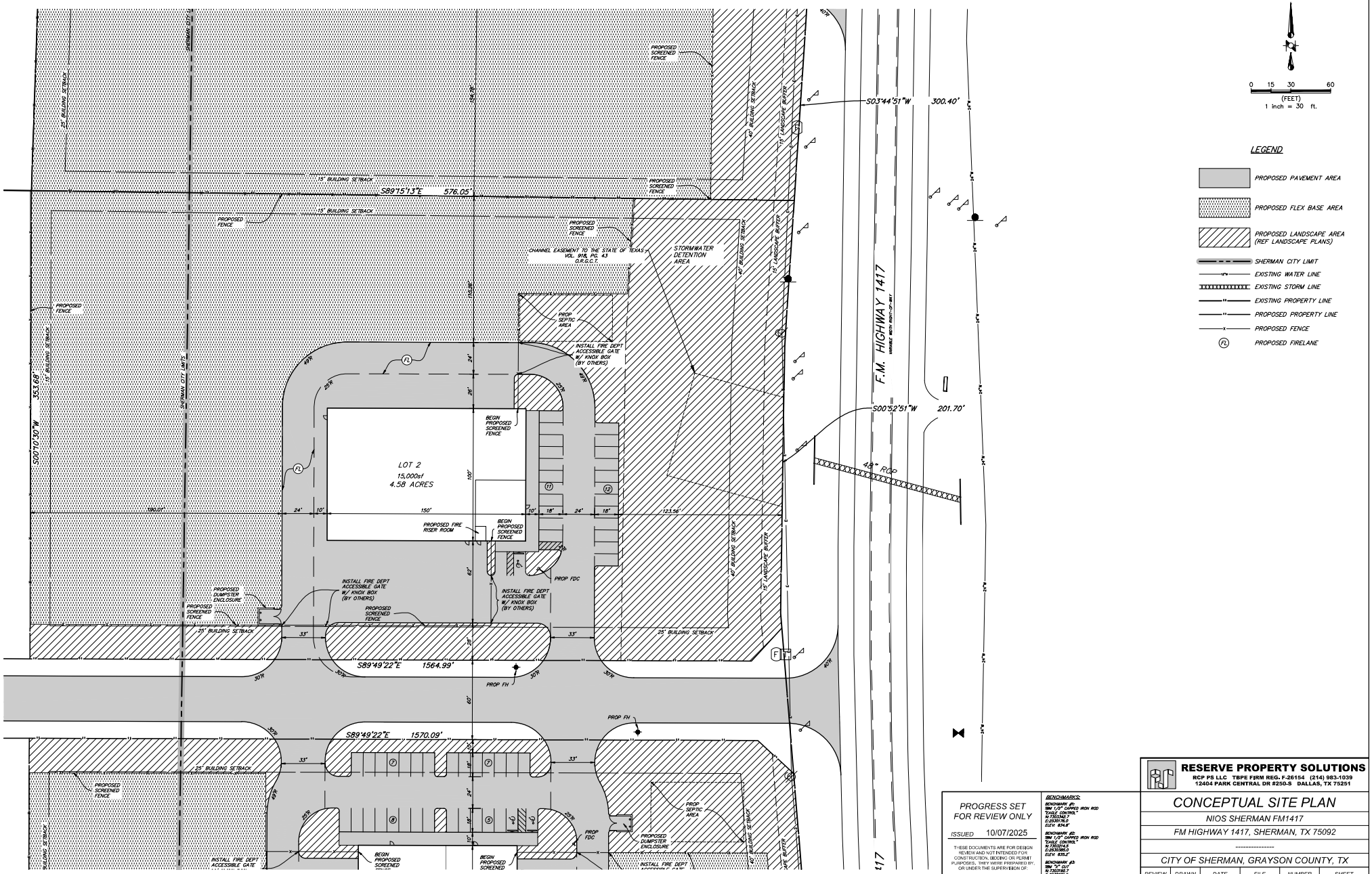
NIOS SHERMAN FM1417

FM HIGHWAY 1417, SHERMAN, TX 75092

CITY OF SHERMAN, GRAYSON COUNTY, TX

REVIEW	DRAWN	DATE	FILE	NUMBER	SHEET
EJT	AMR	10/07/2025	2501	05	C02.02

EXHIBIT B



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ISSUED 10/07/2025

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EASTON TURNER
TEXAS PE #147063

BENCHMARKS:

BENCHMARK #1:
TBM 1/2" CAPPED IRON ROD "EAGLE CONTROL"
N:7303342.7
E:2539176.0
ELEV: 834.8'

BENCHMARK #2:
TBM 1/2" CAPPED IRON ROD "EAGLE CONTROL"
N:7303314.5
E:2530385.0
ELEV: 835.2'

BENCHMARK #3:
TBM "X" CUT
N:7303192.7
E:2530221.5
ELEV: 833.5'

RESERVE PROPERTY SOLUTIONS
RCP PS LLC TBPE FIRM REG. F-26154 (214) 983-1039
12404 PARK CENTRAL DR #250-S DALLAS, TX 75251

CONCEPTUAL SITE PLAN

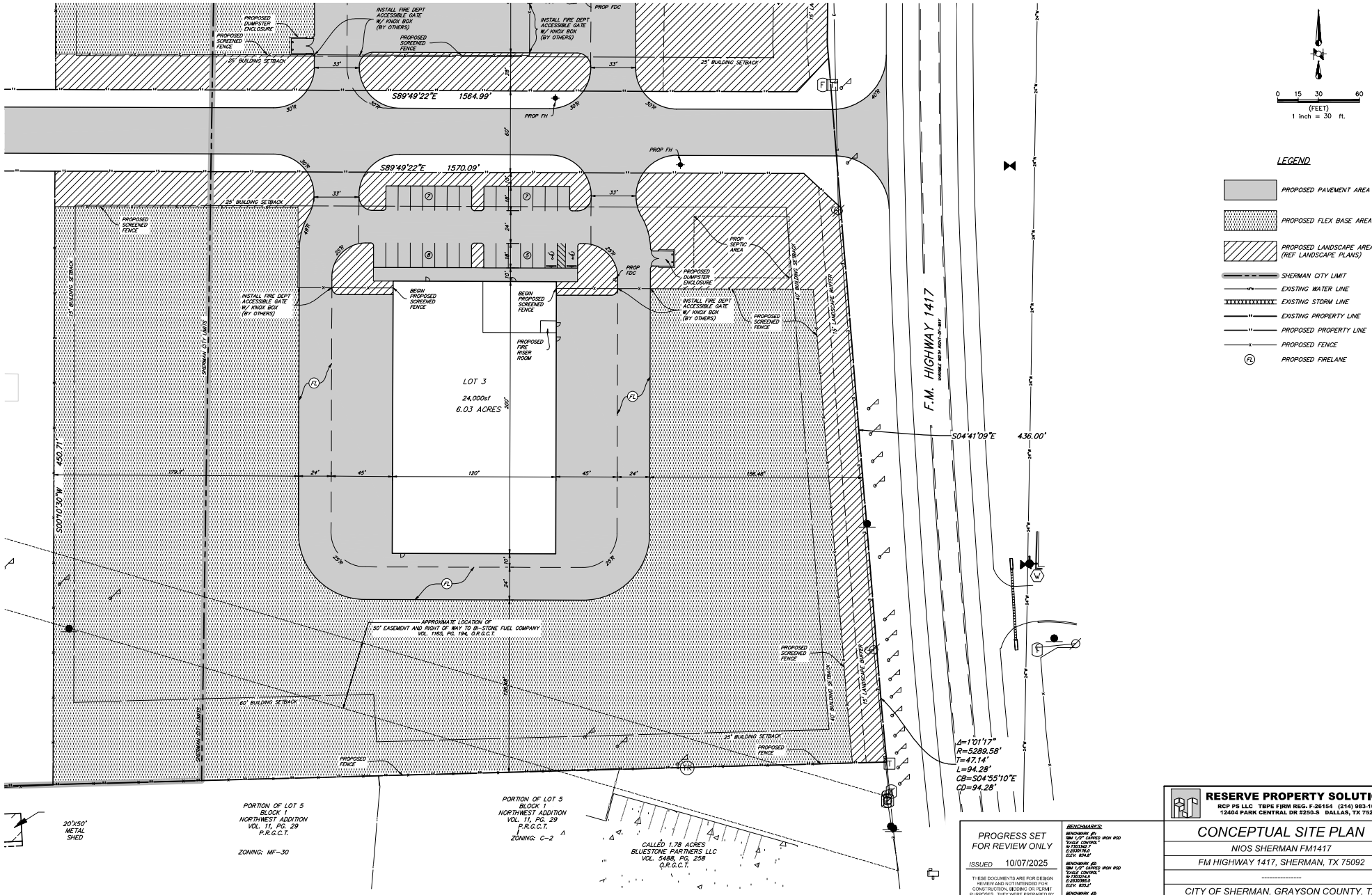
NIOS SHERMAN FM1417

FM HIGHWAY 1417, SHERMAN, TX 75092

CITY OF SHERMAN, GRAYSON COUNTY, TX

REVIEW	DRAWN	DATE	FILE	NUMBER	SHEET
EJT	AMR	10/07/2025	2501	05	C02.03

EXHIBIT B



S89°49'22"E 1564.99'
S89°49'22"E 1570.09'
S00°10'30"W 450.71'
S04°41'09"E 436.00'
F.M. HIGHWAY 1417
LOT 3
24,000sf
6.03 ACRES
INSTALL FIRE DEPT ACCESSIBLE GATE W/ KNOX BOX (BY OTHERS)
PROPOSED DUMPSTER ENCLOSURE
PROPOSED SCREENED FENCE
25' BUILDING SETBACK
60' BUILDING SETBACK
15' BUILDING SETBACK
40' BUILDING SETBACK
15' LANDSCAPE BUFFER
SHERMAN CITY LIMITS
PROP FDC
PROP FH
PROP SEPTIC AREA
BEGIN PROPOSED SCREENED FENCE
PROPOSED FIRE RISER ROOM
APPROXIMATE LOCATION OF 50' EASEMENT AND RIGHT OF WAY TO BI-STONE FUEL COMPANY VOL. 1165, PG. 194, O.R.G.C.T.
Δ=1°01'17"
R=5289.58'
T=47.14'
L=94.28'
CB=S04°55'10"E
CD=94.28'
PORTION OF LOT 5 BLOCK 1 NORTHWEST ADDITION VOL. 11, PG. 29 P.R.G.C.T.
ZONING: MF-30
PORTION OF LOT 5 BLOCK 1 NORTHWEST ADDITION VOL. 11, PG. 29 P.R.G.C.T.
ZONING: C-2
CALLED 1.78 ACRES BLUESTONE PARTNERS LLC VOL. 5488, PG. 258 O.R.G.C.T.
20'X50' METAL SHED
0 15 30 60
(FEET)
1 inch = 30 ft.
LEGEND
PROPOSED PAVEMENT AREA
PROPOSED FLEX BASE AREA
PROPOSED LANDSCAPE AREA (REF LANDSCAPE PLANS)
SHERMAN CITY LIMIT
EXISTING WATER LINE
EXISTING STORM LINE
EXISTING PROPERTY LINE
PROPOSED PROPERTY LINE
PROPOSED FENCE
PROPOSED FIRELANE
PROGRESS SET FOR REVIEW ONLY
ISSUED 10/07/2025
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EASTON TURNER
TEXAS PE #147063
BENCHMARKS:
BENCHMARK #1: TBM 1/2" CAPPED IRON ROD "EAGLE CONTROL" N:7303342.7 E:2539176.0 ELEV: 834.8'
BENCHMARK #2: TBM 1/2" CAPPED IRON ROD "EAGLE CONTROL" N:7303214.6 E:2530385.0 ELEV: 835.2'
BENCHMARK #3: TBM "X" CUT N:7303182.7 E:2530221.5 ELEV: 833.6'
RESERVE PROPERTY SOLUTIONS
RCP PS LLC TBPE FIRM REG. F-26154 (214) 983-1039
12404 PARK CENTRAL DR #250-S DALLAS, TX 75251
CONCEPTUAL SITE PLAN
NIOS SHERMAN FM1417
FM HIGHWAY 1417, SHERMAN, TX 75092
CITY OF SHERMAN, GRAYSON COUNTY, TX
REVIEW | DRAWN | DATE | FILE | NUMBER | SHEET
EJT | AMR | 10/07/2025 | 2501 | 05 | C02.04

EXHIBIT B

B ORDINANCE REQUIREMENTS - LOT 1 - SHERMAN

1. ALL REQUIRED TREES ARE 3" CALIPER
2. PARKING LOT
   - 10% OPEN SPACE REQUIRED — 303,177 *.10 — 30,317 SQUARE FEET REQUIRED
   - 31,799 SQUARE FEET PROVIDED
   - 1 TREE PER ISLAND
   - ISLAND PER 12 SPACES
   - ALL ISLANDS WITHIN 50' OF A TREE
   - ALL PARKING LOT OVERHANGS WITH 2' OF EITHER BARK OR CRUSHED STONE.
3. STREET PERIMETER BUFFER
   - 2 SHADE TREES AND 2 ORNAMENTAL TREES PER 1,000 SQUARE FEET
   - F.M. HIGHWAY 1417 - 521 LINEAR FEET X 15' = 7,815 /1,000
     - 16 SHADE TREES REQUIRED
     - 16 SHADE TREES PROVIDED
     - 16 ORNAMENTAL TREES REQUIRED
     - 16 ORNAMENTAL TREES PROVIDED
4. BUFFER YARD BUFFER
   - 1 SHADE TREE AND 2 ORNAMENTAL TREES PER 1,000 SQUARE FEET
   - WESTERN BOUNDARY - 427 LINEAR FEET X 15' = 6,405 /1,000
     - 6 SHADE TREES REQUIRED
     - 6 SHADE TREES PROVIDED
     - 12 ORNAMENTAL TREES REQUIRED
     - 12 ORNAMENTAL TREES PROVIDED

C LEGEND - LOT 1

30' SCALE

- OPEN SPACE - LAWN
- EASEMENT
- FL — FIRELANE
- OVERHEAD POWER LINE
- X — X — FENCE
- RIGHT-OF-WAY TREES FROM CITY APPROVED LISTING
- PARKING LOT TREES FROM CITY APPROVED LISTING
- BUFFER TREES
- ORNAMENTAL TREES FROM CITY APPROVED LISTING

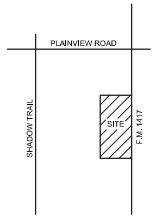
D PREPARATION GENERAL NOTES

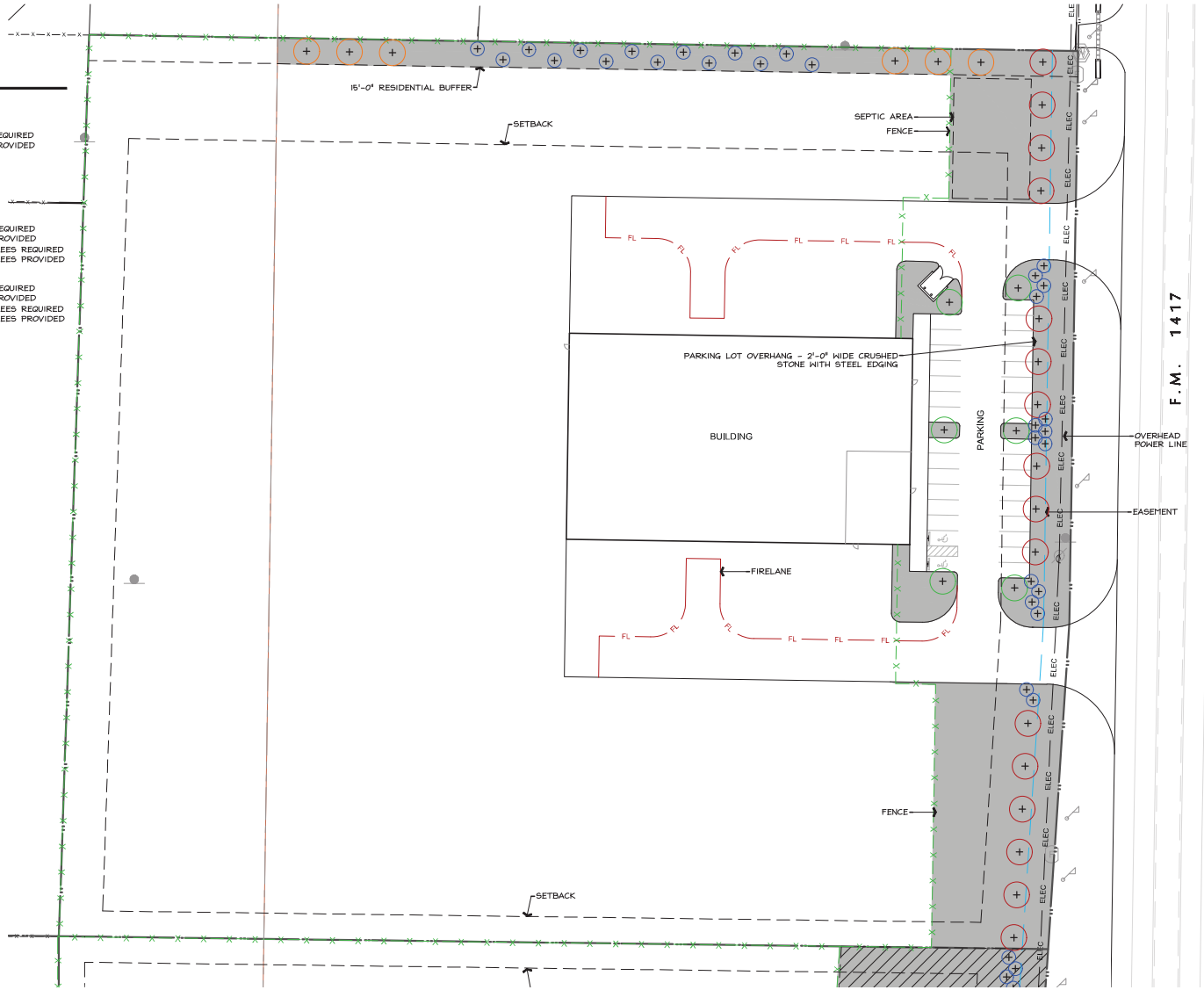
1. PLAN PREPARED BY:

MICHAEL S. KENDALL
KENDALL + LANDSCAPE ARCHITECTURE
6976 SANTA BARBARA
DALLAS, TEXAS 75206
PHONE: (214) 739-3226
E-MAIL: MIKE@KENDALL7.COM
TEXAS LANDSCAPE ARCHITECT LICENSE NO. 1127

2. ALL AREAS SHALL BE IRRIGATED BY A LICENSED IRRIGATOR WITH AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM PROVIDING 100% COVERAGE.
3. ALL REQUIRED TREES FROM THE CITY APPROVED LISTING.

E LOCATION MAP





A CONCEPTUAL LANDSCAPE PLAN

1" = 30'-0"

0 15' 30' 60'

Industrial Lot 1
FM Highway 1417
Sherman, Texas

KENDALL LANDSCAPE ARCHITECTURE

Seal

Revisions

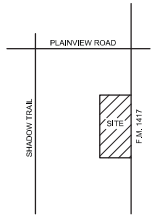
Issue Date
7 October 2025

Sheet Name
CONCEPTUAL LANDSCAPE PLAN - LOT 1

Sheet Number
L1.1

EXHIBIT B

E LOCATION MAP



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   KENDALL + LANDSCAPE ARCHITECTURE
   6976 SANTA BARBARA
   DALLAS, TEXAS 75206
   PHONE: (214) 739-3226
   E-MAIL: MIKE@KENDALL7.COM
   TEXAS LANDSCAPE ARCHITECT LICENSE NO. 1127

2. ALL AREAS SHALL BE IRRIGATED BY A LICENSED IRRIGATOR WITH AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM PROVIDING 100% COVERAGE.

3. ALL REQUIRED TREES FROM THE CITY APPROVED LISTING.

C LEGEND - LOT 2

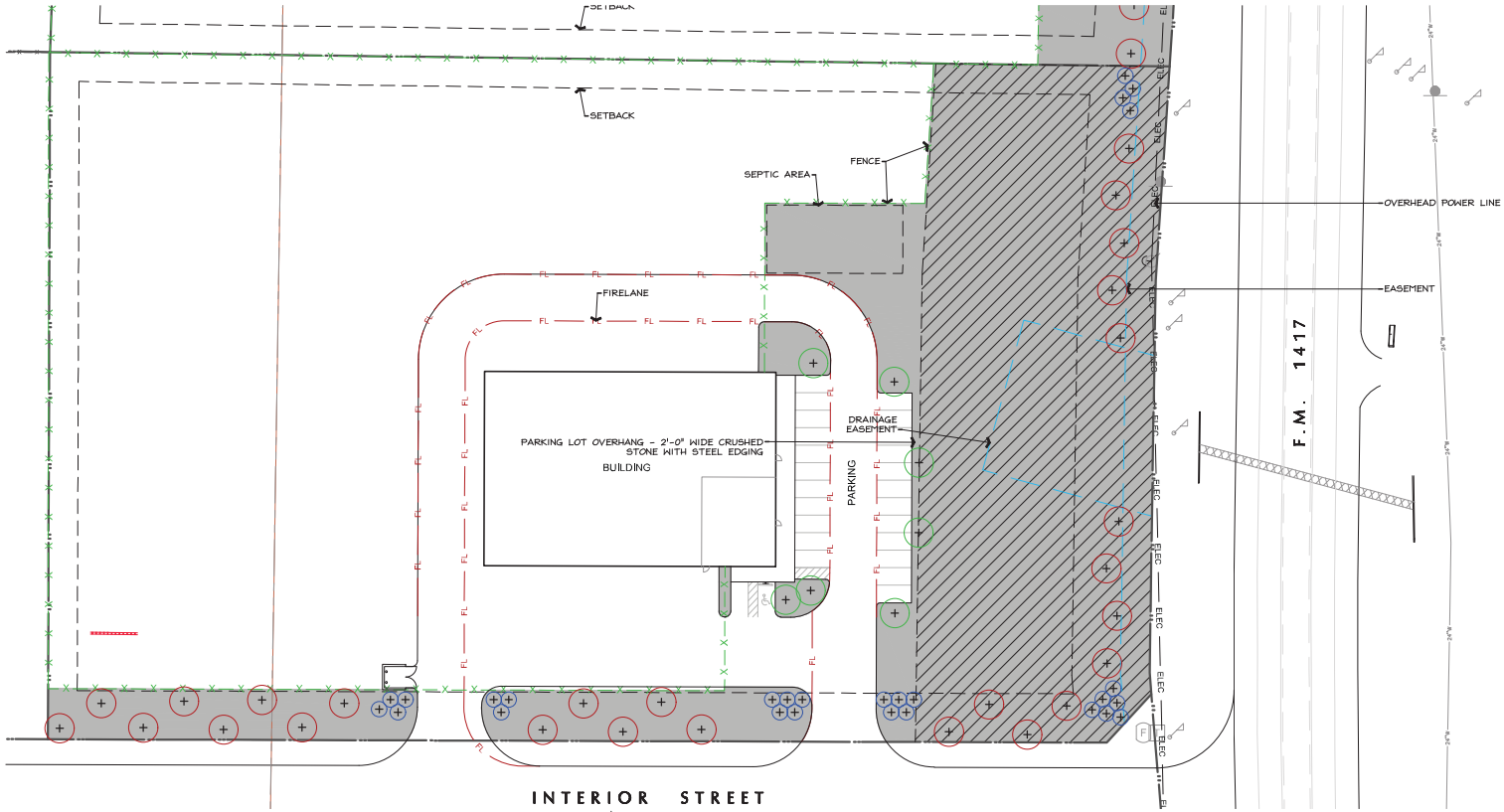
- OPEN SPACE - LAWN
- STORM WATER DETENTION AREA
- EASEMENT
- FL — FIRELANE
- OVERHEAD POWER LINE
- X — X — FENCE
- RIGHT-OF-WAY TREES FROM CITY APPROVED LISTING
- PARKING LOT TREES FROM CITY APPROVED LISTING
- ORNAMENTAL TREES FROM CITY APPROVED LISTING

B ORDINANCE REQUIREMENTS - LOT 2 - SHERMAN

1. ALL REQUIRED TREES ARE 3" CALIPER

2. PARKING LOT
   - 10% OPEN SPACE REQUIRED — 199,504 * .10 = 19,950 SQUARE FEET REQUIRED
   - 57,076 SQUARE FEET PROVIDED
   - 1 TREE PER ISLAND
   - ISLAND PER 12 SPACES
   - ALL ISLANDS WITHIN 50' OF A TREE
   - ALL PARKING LOT OVERHANGS WITH 2' OF EITHER BARK OR CRUSHED STONE.

3. STREET PERIMETER BUFFER
   - 2 SHADE TREES AND 2 ORNAMENTAL TREES PER 1,000 SQUARE FEET
   - F.M. HIGHWAY 1417 - 347 LINEAR FEET X 15' = 5,205 /1,000
     - 10 SHADE TREES REQUIRED
     - 10 SHADE TREES PROVIDED
     - 10 ORNAMENTAL TREES REQUIRED
     - 10 ORNAMENTAL TREES PROVIDED
   - 2 SHADE TREES AND 2 ORNAMENTAL TREES PER 1,000 SQUARE FEET
   - INTERIOR ROAD - 567 LINEAR FEET X 15' = 5,205 /1,000
     - 17 SHADE TREES REQUIRED
     - 17 SHADE TREES PROVIDED
     - 17 ORNAMENTAL TREES REQUIRED
     - 17 ORNAMENTAL TREES PROVIDED



A CONCEPTUAL LANDSCAPE PLAN

1" = 30'-0"

0 15' 30' 60'

KENDALL LANDSCAPE ARCHITECTURE

Industrial Lot 2
FM Highway 1417
Sherman, Texas

Seal

Revisions

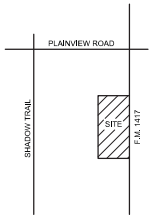
Issue Date
7 October 2025

Sheet Name
CONCEPTUAL LANDSCAPE PLAN - LOT 2

Sheet Number
L1.1

EXHIBIT B

E LOCATION MAP



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   KENDALL + LANDSCAPE ARCHITECTURE
   6716 SANTA BARBARA
   DALLAS, TEXAS 75206
   PHONE: (214) 739-3226
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   TEXAS LANDSCAPE ARCHITECT LICENSE NO. 1127

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3. ALL REQUIRED TREES FROM THE CITY APPROVED LISTING.

C LEGEND - LOT 3

- OPEN SPACE - LAWN
- EASEMENT
- FL — FIRELANE
- OVERHEAD POWER LINE
- X — X — FENCE
- RIGHT-OF-WAY TREES FROM CITY APPROVED LISTING
- PARKING LOT TREES FROM CITY APPROVED LISTING
- ORNAMENTAL TREES FROM CITY APPROVED LISTING

B ORDINANCE REQUIREMENTS - LOT 3 - SHERMAN

1. ALL REQUIRED TREES ARE 3" CALIPER

2. PARKING LOT

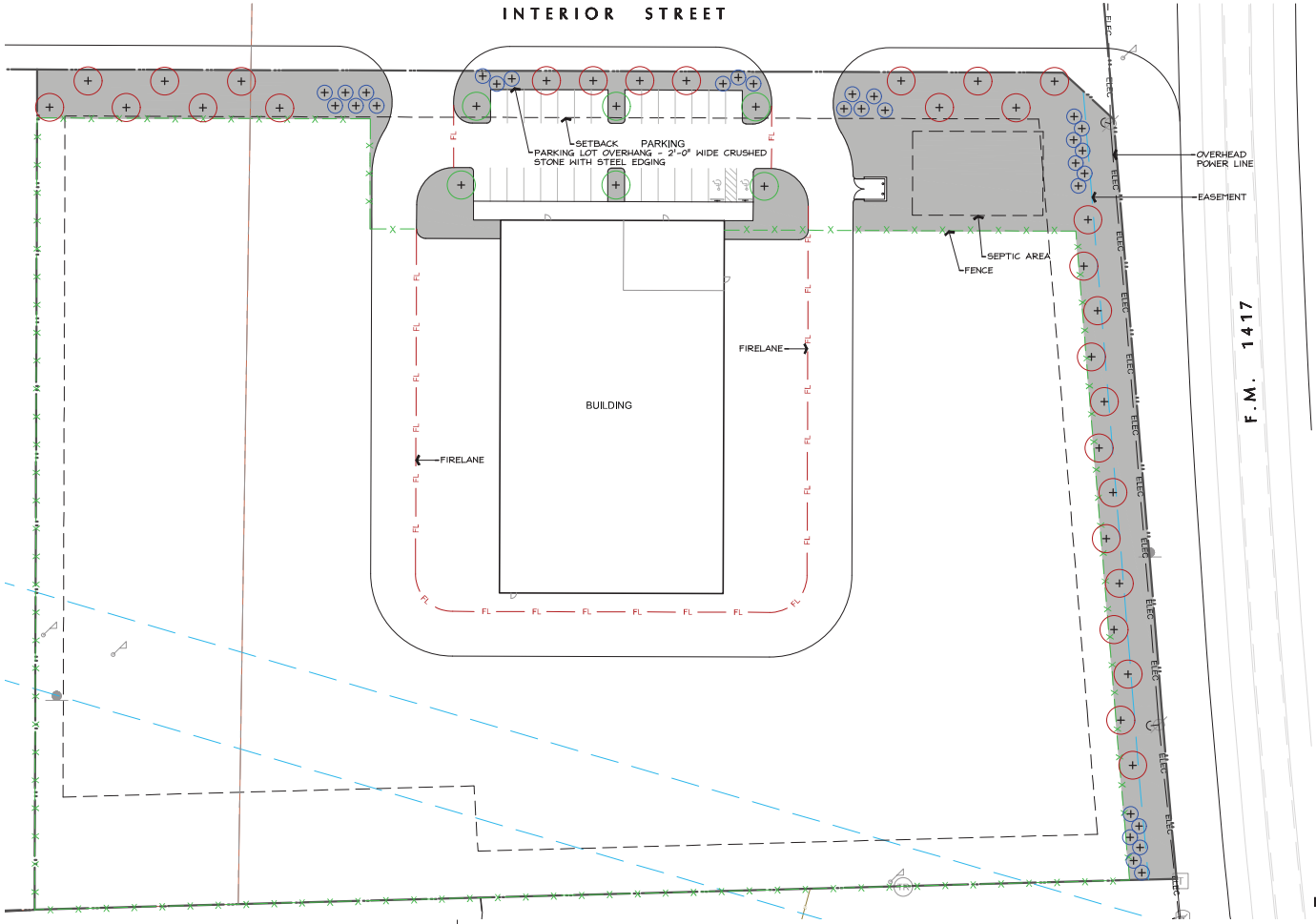
10% OPEN SPACE REQUIRED	262,666	*.10	26,266	SQUARE FEET REQUIRED
			30,560	SQUARE FEET PROVIDED

   1 TREE PER ISLAND
   ISLAND PER 12 SPACES
   ALL ISLANDS WITHIN 50' OF A TREE
   ALL PARKING LOT OVERHANGS WITH 2' OF EITHER BARK OR CRUSHED STONE.

3. STREET PERIMETER BUFFER
   2 SHADE TREES AND 2 ORNAMENTAL TREES PER 1,000 SQUARE FEET

F.M. HIGHWAY 1417 - 434 LINEAR FEET X 15' =	6,510	/1,000	13	SHADE TREES REQUIRED
			13	SHADE TREES PROVIDED
			13	ORNAMENTAL TREES REQUIRED
			13	ORNAMENTAL TREES PROVIDED
INTERNAL STREET - 578 LINEAR FEET X 15' =	8,670	/1,000	17	SHADE TREES REQUIRED
			17	SHADE TREES PROVIDED
			17	ORNAMENTAL TREES REQUIRED
			17	ORNAMENTAL TREES PROVIDED

KENDALL LANDSCAPE ARCHITECTURE



A CONCEPTUAL LANDSCAPE PLAN

1" = 30'-0" 0 15' 30' 60'

Industrial Lot 3
FM Highway 1417
Sherman, Texas

Seal

Revisions

Issue Date
7 October 2025

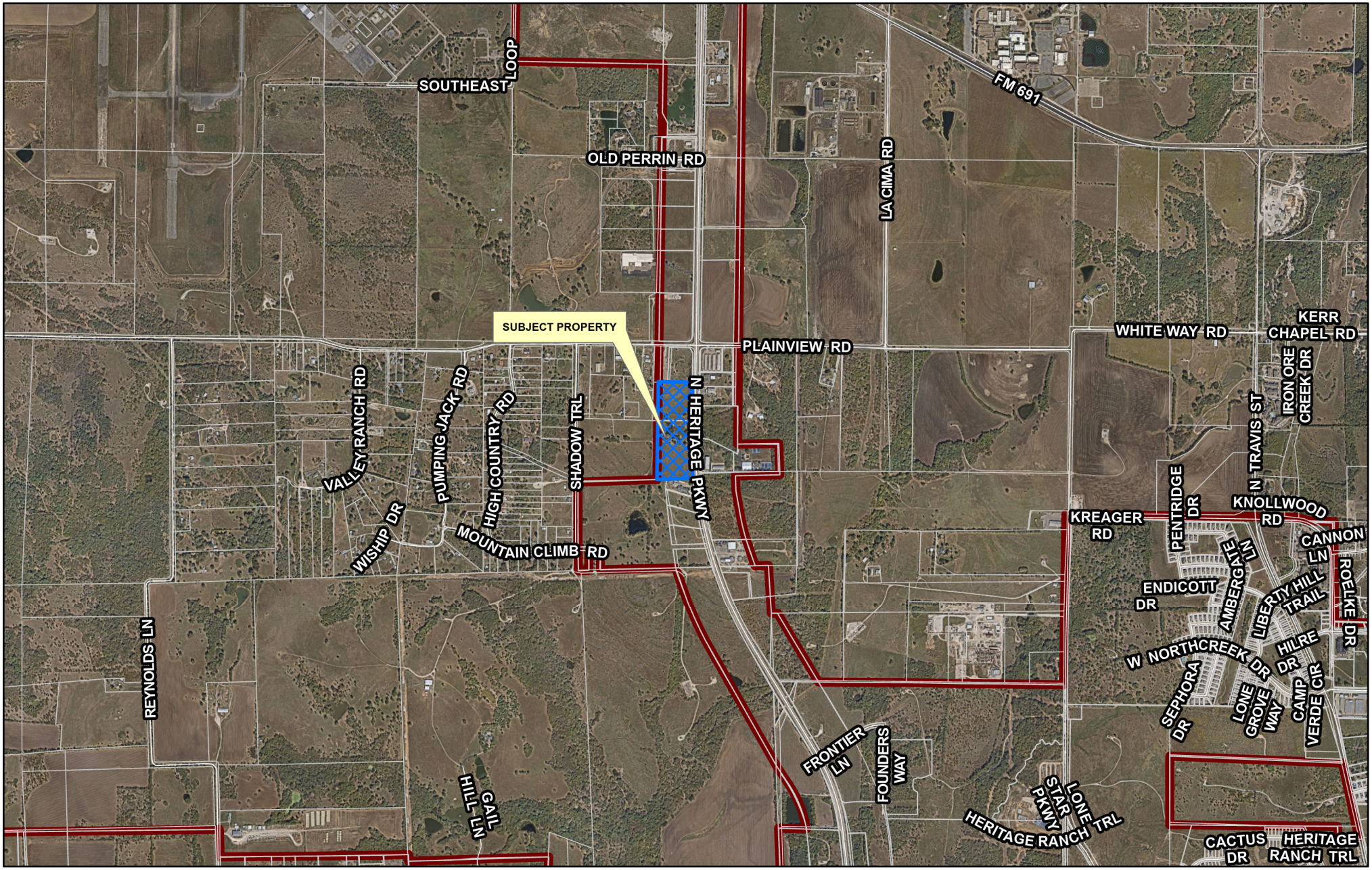
Sheet Name
CONCEPTUAL LANDSCAPE PLAN - LOT 3

Sheet Number
L1.1

EXHIBIT B



CONCEPTUAL BUILDING ELEVATION



Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services Department

CITY OF SHERMAN
LOCATION MAP
4900 BLK N FM 1417
(HERITAGE PKWY)

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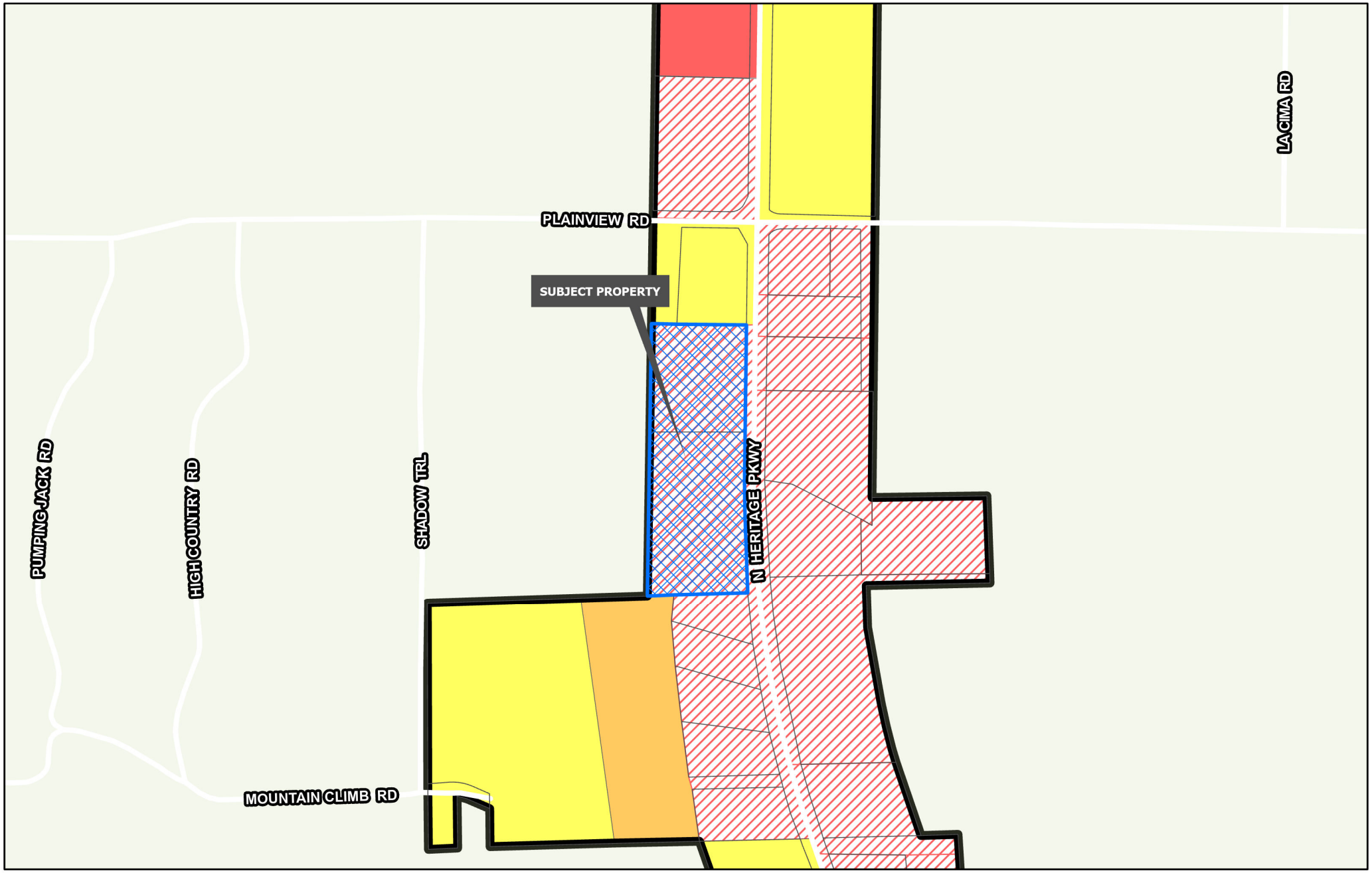
Date: 10/1/2025 9:51 AM



Sherman
CLASSIC TOWN. BROAD HORIZON.
Development Services Department

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

CITY OF SHERMAN
ZONING MAP
4900 BLK N FM 1417
(HERITAGE PKWY)

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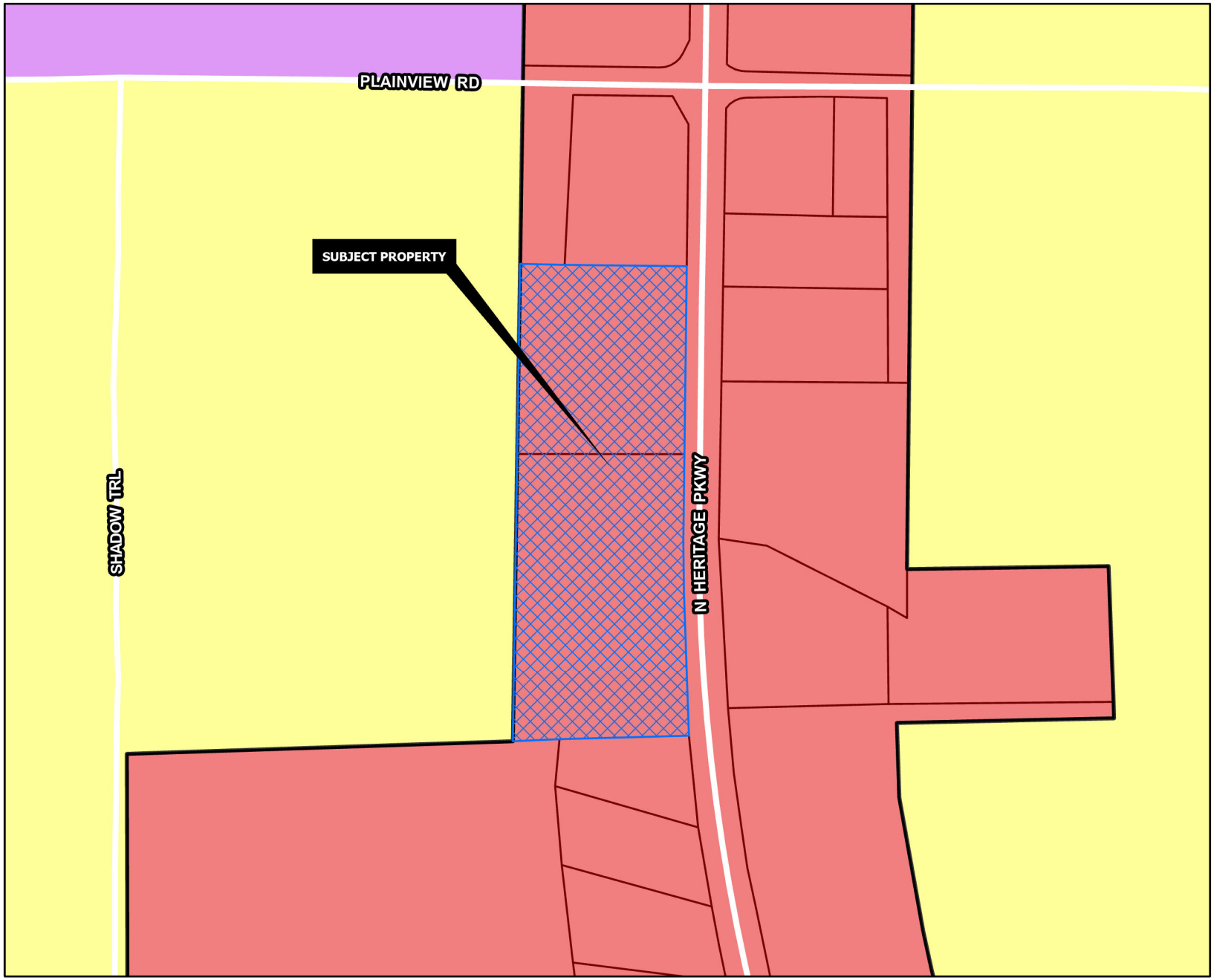
Date: 10/1/2025 9:51 AM



REGIONAL COMMERCIAL

Intent & Character

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

Appropriate Land Use Types

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

Compatible Zoning Districts

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

Considerations

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

Sherman
CLASSIC TOWN. BROAD HORIZON.
Development Services Department

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

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CITY OF SHERMAN
FUTURE LAND USE MAP
4900 BLK N FM 1417
(HERITAGE PKWY)

Date: 10/1/2025 9:51 AM


4900 Blk N FM 1417
Sherman
CLASSIC TOWN. BROAD HORIZON.
NOTICE OF SPECIFIC USE PERMIT REQUEST
PROJECT #: 000169-2025
Planning & Zoning Map:
FOR MORE INFORMATION CONTACT:
DEVELOPMENT SERVICES
903-892-7229


Sherman
NOTICE OF
SPECIFIC USE
PERMIT REQUEST
PROJECT # 000169-2025

RCP PS LLC
TBPE Firm Reg. F-26154

September 10, 2025

City of Sherman
Planning and Zoning Department
317 S Travis Street
Sherman, TX 75090
(903)892-7206

RE: SUP Application Site Plan - Project Narrative

To whom it may concern:

RCP PS LLC will be the civil engineer for the construction of a light industrial park. The site is located west of I-75, north of I-82, and east of US 289, and between FM1417 and Shadow Trail. The project will involve the construction of 3 mini warehouses with flex base storage yards. It will also include the construction of the road connecting FM 1417 and Shadow Trail.

This Site Plan was prepared per the City of Sherman Site Plan requirements. Building façade will follow FM1417 overlay district requirements.

Regards,

Alison Rutherford

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. I.10.

Meeting Date: 11/17/2025

Prepared By: Rob Rae, Developmental Services Director

Approved By: Zachary Flores, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6897

Amending The Code Of Ordinances Of The City Of Sherman, Texas, Chapter 10 (Subdivision Regulation); Modifying Regulations Relating To Open Space Requirements For Certain Subdivisions; Providing A Penalty Clause With A Maximum Fine Of $2,000, Savings/Repealing Clause, Severability Clause And An Effective Date; Providing For The Publication Of The Caption Hereof;

Issue:

Amending The Code Of Ordinances Of The City Of Sherman, Texas, Chapter 10 (Subdivision Regulation); Modifying Regulations Relating To Open Space Requirements For Certain Subdivisions

Background:

The City Council Zoning Sub-Committee has proposed amending the open space requirements in the subdivision ordinance and recommends increasing the open space for R-4 residential development from 10% to 15%, leaving R-5, R-2F, R-TH, MF-15 and MF-30 at 10% and removing the requirement for open space for R-6, R-12, R-E, and R-A zoned developments.

Capital Improvement Program:

N/A

Origination:

Development Services

Financial Consideration:

There is no financial impact to be considered.

Staff Recommendation:

Staff recommends Council approve this Ordinance

Alternatives:

As directed by Council

Attachments:

1. Ordinance No. 6897

ORDINANCE NO. 6897

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING THE CODE OF ORDINANCES OF THE CITY OF SHERMAN, TEXAS, CHAPTER 10 (SUBDIVISION REGULATION); MODIFYING REGULATIONS RELATING TO OPEN SPACE REQUIREMENTS FOR CERTAIN SUBDIVISIONS; PROVIDING A PENALTY CLAUSE WITH A MAXIMUM FINE OF $2,000, SAVINGS/REPEALING CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW

WHEREAS, the City Council of the City of Sherman, Texas ("City Council") finds that it is necessary to amend Chapter 10 (Subdivision Regulation) of the Code of Ordinances, City of Sherman, Texas ("Code of Ordinance") to modify regulations relating to open space requirements for certain subdivisions; and

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

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

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

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

SECTION 2: Amendment to Chapter 10 (Subdivision Regulation) of the Code of Ordinances. Chapter 10 (Subdivision Regulation) of the Code of Ordinances is hereby amended as follows[1]:

"**CHAPTER 10 SUBDIVISION REGULATION**

…

ARTICLE 10.03 PUBLIC INFRASTRUCTURE REQUIREMENTS

…

Sec. 10.03.008 Trails and open space.

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

(a) Open space required. The provision of adequate land for use as trails and open space is necessary for the protection of public health, safety, and general welfare of the community. Increased residential development in the city limits and extraterritorial jurisdiction impacts the current standards for recreational resources and creates the need for additional recreation resources as a result of the increased population so that adequate service levels for trails and open space facilities may be maintained. To offset this impact, the City Council finds that is necessary to require trails and open space, where appropriate.

(1) Applicability. A contiguous ~~residential~~ subdivision~~,~~ *zoned R-4 (patio home residential) district, R-5 (single-family residential) district, R-2F (duplex residential) district, R-TH (townhome residential) district, MF-15 (multifamily residential) district or MF-30 (multifamily residential) district* ~~including a single-family or multifamily residential subdivision,~~ with two or more gross acres or 20 or more lots located within the city limits ~~or the extraterritorial jurisdiction~~ shall provide for open space and land for trail and recreational purposes. A contiguous subdivision is defined as abutting or separated only by a local or collector street to the subdivision. Subdivisions separated by rights-of-way, drainage or utility easements in excess of 60 feet in width shall not be considered as contiguous.

(2) Land area. The minimum amount of land required to be reserved as open space shall be: ~~10 percent of the total gross residential subdivision acreage.~~

(A) For subdivisions zoned R-4 (patio home residential) district: 15 percent of the total gross subdivision acreage.

(B) For subdivisions zoned R-5 (single-family residential) district: 10 percent of the total gross subdivision acreage.

(C) For subdivisions zoned R-2F (duplex residential) district: 10 percent of the total gross subdivision acreage.

(D) For subdivisions zoned R-TH (townhome residential) district: 10 percent of the total gross subdivision acreage.

(E) For subdivisions zoned MF-15 (multifamily residential) district: 10 percent of the total gross subdivision acreage.,

(F) For subdivisions zoned MF-30 (multifamily residential) district: 10 percent of the total gross subdivision acreage.

…"

SECTION 4: Penalty. Any person, firm, corporation or entity violating any provision of this Ordinance, or the Zoning Ordinance, as they exist or may be amended, shall be deemed guilty of a misdemeanor, and on conviction thereof, shall be fined in an amount not exceeding FIVE HUNDRED DOLLARS ($500.00), unless the violation relates to fire safety, zoning or public health and sanitation, in which case the fine amount shall not exceed TWO THOUSAND AND NO/100 DOLLARS ($2,000.00). A violation of any provision of this Ordinance shall constitute a separate violation for each calendar day in which it occurs. The penal provisions imposed under this Ordinance shall not preclude Sherman from filing suit to enjoin the violation.

Sherman retains all legal rights and remedies available to it pursuant to local, state and federal law.

SECTION 5: Severability. Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional and/or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, regardless of whether any one or more sections, subsections, sentences, clauses or phrases is declared unconstitutional and/or invalid.

SECTION 6: Repealing/Savings. The Code of Ordinances shall remain in full force and effect, save and except as amended by this or any other Ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict, but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 7: Open Meeting. The meeting at which this Ordinance was introduced and passed was open to the public and that public notice of the time, place and purpose of said meeting was given all as required by law.

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

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

CITY OF SHERMAN, TEXAS

BY: _____
SHAWN TEAMANN, MAYOR

ATTEST:

BY: _____
TERI FINE, CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. I.11.

Meeting Date: 11/17/2025

Prepared By: Rob Rae, Developmental Services Director

Approved By: Zachary Flores, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6898

Amending The Code Of Ordinances Of The City Of Sherman, Texas, Chapter 14 (Zoning Ordinance), Article 14.01 (General Provisions), Article 14.02 (Zoning Districts), Article 14.04 (Supplementary District Regulations), Article 14.06 (Development Procedures) And Article 14.08 (Definitions); Modifying Certain Existing Regulations And Prescribing New Regulations Related To Interpretation, Usable Open Space Requirements, Architectural And Building Requirements, Minimum Requirements For Lot Area, Width And Setbacks, Garage Requirements, Infill Development, Site Plan Requirements And Definition Of The Term "Dwelling, Townhome"; Providing A Penalty Clause With A Maximum Fine Of $2,000, Savings/Repealing Clause, Severability Clause And An Effective Date; Providing For The Publication Of The Caption Hereof

Issue:

Amending The Code Of Ordinances Of The City Of Sherman, Texas, Chapter 14 (Zoning Ordinance); Modifying Certain Existing Regulations And Prescribing New Regulations Related To Interpretation, Usable Open Space Requirements, Architectural And Building Requirements, Minimum Requirements For Lot Area, Width And Setbacks, Garage Requirements, Infill Development, Site Plan Requirements And Definition Of The Term "Dwelling, Townhome";

Background:

In March 2025, a City Council zoning subcommittee was established to review potential updates to the zoning ordinance. This ordinance is a result of monthly meetings discussing the following proposed changes:

- Architectural diversity standards for single-family subdivisions
- Building materials requirements
- Infill development regulations
- R-2F minimum lot standards
- R-TH standard amendments
- Site plan, landscaping plan, and building elevation submittal requirements.

A version of this ordinance was brought to the Planning and Zoning Commission on September 16, 2025 and then again to the Planning and Zoning Commission on October 14, 2025 with modifications to the ordinance. The Planning and Zoning Commission recommended approval of the ordinance in its current form.

Capital Improvement Program:

N/A

Origination:
Development Services

Financial Consideration:
None

Staff Recommendation:
At the October 14, 2025 special called meeting, the Planning and Zoning Commission voted 6/0 to recommend the City Council that the Ordinance be approved.

Alternatives:
The City Council could deny the Ordinance.

Attachments:
1. Ordinance No. 6898
2. Redline of Ordinance Changes

ORDINANCE NO. 6898

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING THE CODE OF ORDINANCES OF THE CITY OF SHERMAN, TEXAS, CHAPTER 14 (ZONING ORDINANCE), ARTICLE 14.01 (GENERAL PROVISIONS), ARTICLE 14.02 (ZONING DISTRICTS), ARTICLE 14.04 (SUPPLEMENTARY DISTRICT REGULATIONS), ARTICLE 14.06 (DEVELOPMENT PROCEDURES) AND ARTICLE 14.08 (DEFINITIONS); MODIFYING CERTAIN EXISTING REGULATIONS AND PRESCRIBING NEW REGULATIONS RELATED TO INTERPRETATION, USABLE OPEN SPACE REQUIREMENTS, ARCHITECTURAL AND BUILDING REQUIREMENTS, MINIMUM REQUIREMENTS FOR LOT AREA, WIDTH AND SETBACKS, GARAGE REQUIREMENTS, INFILL DEVELOPMENT, SITE PLAN REQUIREMENTS AND DEFINITION OF THE TERM "DWELLING, TOWNHOME"; PROVIDING A PENALTY CLAUSE WITH A MAXIMUM FINE OF $2,000, SAVINGS/REPEALING CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW

WHEREAS, the City Council of the City of Sherman, Texas ("City Council") finds that it is necessary to amend Chapter 14 (Zoning Ordinance) of the Code of Ordinances, City of Sherman, Texas ("Code of Ordinances") for the purpose of modifying certain existing regulations and prescribing new regulations related to interpretation, usable open space requirements, architectural and building material requirements, minimum requirements for lot area, width and setbacks, garage requirements, infill development, site plan requirements and definition of the term "dwelling, townhome"; and

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

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

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

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

SECTION 2: Amendment to the Code of Ordinances, Chapter 14 (Zoning Ordinance). Article 14.01 (General Provisions), Article 14.02 (Zoning Districts), Article 14.04 (Supplemental District Regulations), Article 14.06 (Development Procedures) and Article 14.08 (Definitions) of the Code of Ordinances are amended as follows[1]:

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

"**ARTICLE 14.01 GENERAL PROVISIONS**

…

Sec. 14.01.005 Compliance Required, Interpretation and Rules of Construction

…

(b) Interpretation.

…

(6) Compliance Required. When any portion of this Zoning Ordinance is expressly contradicted by state or federal law, or when requiring adherence to this Zoning Ordinance would result in a violation of state or federal law, City staff, in consultation with the City Attorney, may waive compliance with the relevant portion of this Zoning Ordinance.

…

ARTICLE 14.02 ZONING DISTRICTS

Sec. 14.02.003 R-A (Residential Agricultural) District

The R-A (Residential Agricultural) District is intended to provide a location for principally undeveloped or vacant land situated on the fringe of an urban area and used for agricultural purposes but may become an urban area in the future. The types of uses and the area and intensity of uses permitted in this District shall encourage and protect agricultural uses until urbanization is warranted and the appropriate change in district classification is made. This district is generally appropriate with the Agricultural/Rural Future Land Use category.

(1) Minimum Requirements for Lot Area, Width and Setback.
Lot area: 2 acres
Lot width: 200'
Lot depth: 200'
Front setback: 40'
Rear setback: 25'
Side setback (of corner lot): 20' (25')
(a) Thoroughfare Street Setback. No building, structures, awnings, canopies, porches or other improvements shall be built or installed within twenty-five (25) feet of the property line facing any thoroughfare street defined as a Highway, Major Arterial, Minor Arterial or Collector as set forth in the City's adopted Thoroughfare Plan.

(2) See Section 14.04.001 (Setback Encroachments) for encroachment allowances into the required setbacks.

(3) Permitted uses. Those uses indicated as being permitted in the "R-A (Single-Family Agricultural) District" in Subsection 14.10 (Use Chart).

(4) Other Regulations.
(a) Site plan. A site plan, *including building elevations,* shall be submitted to and must be approved by the Development Services Director or their designee prior to the issuance of a building permit for new construction or additions to an existing building, structure or changes to the site for residential uses in the R-A District. *Refer to Subsection 14.06.004 for site plan requirements.*

(b) Floor area. The total floor area of the main building shall not be less than 1,000 square feet.
(c) Building area. The maximum allowable building area in the R-A District shall not exceed 40 percent of the gross area of the lot or tract of land.
(d) Height regulations. No building shall exceed 45 feet.
(e) Parking regulations. Refer to Subsection 14.04.003 for parking regulations.
(f) Landscaping requirements. Refer to Subsection 14.04.006 for landscaping requirements.
(g) Screening regulations. Refer to Subsection 14.04.004 for fences and screening regulations.
(h) Usable Open Space Requirements. Refer to Section 10.03.008 of the Subdivision Ordinance for open space requirements.
(i) Architectural and Building Requirements. Refer to Subsection 14.04.007 for requirements for architectural and building material standards.
(j) Appeals. Refer to Subsection 14.06.010(1) for appeals of an administrative decision.

Sec. 14.02.004 R-E (Estate Residential) District

The R-E (Estate Residential) District is designed to provide for a suitable residential environment for family life on parcels of land with larger lots consisting of a minimum lot area of one (1) acre, while limiting the uses to single-family residences and their community services and facilities. This district is generally appropriate with the Agricultural/Rural and Suburban Neighborhood Future Land Use categories.

(1) Minimum Requirements for Lot Area, Width and Setback.
Lot area: 1 acre
Lot width: 150'
Lot depth: 150'
Front setback: 40'
Rear setback: 40'
Side setback (of corner lot): 20' (25')
(a) Thoroughfare Street Setback. No building, structures, awnings, canopies, porches or other improvements shall be built or installed within twenty-five (25) feet of the property line facing any thoroughfare street defined as a Highway, Major Arterial, Minor Arterial or Collector as set forth in the City's adopted Thoroughfare Plan.
(2) See Section 14.04.001 (Setback Encroachments) for encroachment allowances into the required setbacks.
(3) Permitted Uses. Those uses indicated as being permitted in the "R-E (Estate Residential) District" in Subsection 14.10 (Use Chart).
(4) Other Regulations.
(a) Site Plan. A site plan, *including building elevations,* shall be submitted to and must be approved by the Development Services Director or their designee prior to the issuance of a building permit for new construction or additions to an existing building, structure, or changes to the site for residential uses in the R-E District. *Refer to Subsection 14.06.004 for site plan requirements.*
(b) Floor Area. The total floor area of the main building shall not be less than 1,500 square feet.
~~(c) Building Area. The maximum allowable building area shall not exceed 20 percent of the gross area of the lot or tract of land.~~
(d) Height Regulations. No building shall exceed 45 feet.

(e) Parking Regulations. Refer to Subsection 14.04.003 for parking regulations.
(f) Landscaping Requirements. Refer to Subsection 14.04.006 for landscaping requirements.
(g) Screening Regulations. Refer to Subsection 14.04.004 for fences and screening regulations.
(h) Usable Open Space Requirements. Refer to Section 10.03.008 of the Subdivision Ordinance for open space requirements.
(i) Architectural and Building Requirements. Refer to Subsection 14.04.007 for requirements for architectural and building material standards.
(j) Appeals. Refer to Subsection 14.06.010(1) for appeals of an administrative decision.

Sec. 14.02.005 R-12 (Single-Family Residential) District

The R-12 (Single-Family Residential) District is designed to provide for a suitable residential environment for family life on parcels of land with larger lots consisting of a minimum lot area of twelve thousand (12,000) square feet, while limiting the uses to single-family residences and their community services and facilities. This district is generally appropriate with the Suburban Neighborhood Future Land Use category.

(1) Minimum Requirements for Lot Area, Width and Setback.
Lot area: 12,000 sq. ft.
Lot width: 80'
Lot depth: 100'
Front setback: 25'
Rear setback: 25'
Side setback (of corner lot): 10' (15')
(a) Thoroughfare Street Setback. No building, structures, awnings, canopies, porches or other improvements shall be built or installed within twenty-five (25) feet of the property line facing any thoroughfare street defined as a Highway, Major Arterial, Minor Arterial or Collector as set forth in the City's adopted Thoroughfare Plan.
(2) See Section 14.04.001 (Setback Encroachments) for encroachment allowances into the required setbacks.
(3) Permitted Uses. Those uses indicated as being permitted in the "R-12 (Single-Family Residential) District" in Subsection 14.10 (Use Chart).
(4) Other Regulations.
(a) Site Plan. A site plan, *including building elevations,* shall be submitted to and must be approved by the Development Services Director or their designee prior to the issuance of a building permit for new construction or additions to an existing building, structure, or changes to the site for residential uses in the R-12 District. *Refer to Subsection 14.06.004 for site plan requirements.*
(b) Floor Area. The total floor area of the main building shall not be less than 1,500 square feet ~~or greater than 3,000 square feet~~.
~~(c) Building Area. The maximum allowable building area shall not exceed 40 percent of the gross area of the lot or tract of land.~~
(d) Height Regulations. No building shall exceed 40 feet.
(e) Parking Regulations. Refer to Subsection 14.04.003 for parking regulations.
(f) Landscaping Requirements. Refer to Subsection 14.04.006 for landscaping requirements.
(g) Screening Regulations. Refer to Subsection 14.04.004 for fences and screening regulations.

(h) Usable Open Space Requirements. Refer to Section 10.03.008 of the Subdivision Ordinance for open space requirements.

(i) Architectural and Building Requirements. Refer to Subsection 14.04.007 for requirements for architectural and building material standards.

(j) Appeals. Refer to Subsection 14.06.010(1) for appeals of an administrative decision.

Sec. 14.02.006 R-6 (Single-Family Residential) District

The R-6 (Single-Family Residential) District is designed to provide for a low density, residential environment for family life on parcels of land smaller and more compact in size, having a minimum lot area of six thousand (6,000) square feet, while limiting the uses to single-family residences and their community services and facilities. This district is generally appropriate with the Suburban Neighborhood Future Land Use category.

(1) Minimum Requirements for Lot Area, Width and Setback.

Lot area: 6,000 sq. ft.
Lot width: 60'
Lot depth: 100'
Front setback: 20'
Rear setback: 20'
Side setback (of corner lot): 6' (15')

(a) Thoroughfare Street Setback. No building, structures, awnings, canopies, porches or other improvements shall be built or installed within twenty-five (25) feet of the property line facing any thoroughfare street defined as a Highway, Major Arterial, Minor Arterial or Collector as set forth in the City's adopted Thoroughfare Plan.

(2) See Section 14.04.001 (Setback Encroachments) for encroachment allowances into the required setbacks.

(3) Permitted Uses. Those uses indicated as being permitted in the "R-6 (Single-Family Residential district" in the Subsection 14.10 (Use Chart).

(4) Other Regulations.

(a) Site plan. A site plan, *including building elevations,* shall be submitted to and must be approved by the Development Services Director or their designee prior to the issuance of a building permit for new construction or additions to an existing building, structure, or changes to the site for residential uses in the R-6 District. *Refer to Subsection 14.06.004 for site plan requirements.*

(b) Floor Area. The total floor area of the main building shall not be less than 1,000 square feet.

~~(c) Building Area. The maximum allowable building area in the R-6 District shall not exceed 45 percent of the gross area of the lot or tract of land.~~

(d) Height Regulations. No building shall exceed 35 feet.

(e) Parking Regulations. Refer to Subsection 14.04.003 for parking regulations.

(f) Landscaping Requirements. Refer to Subsection 14.04.006 for landscaping requirements.

(g) Screening regulations. Refer to Subsection 14.04.004 for fences and screening regulations.

(h) Usable Open Space Requirements. Refer to Section 10.03.008 of the Subdivision Ordinance for open space requirements.

(i) Architectural and Building Requirements. Refer to Subsection 14.04.007 for requirements for architectural and building material standards.

(j) Infill Development. Refer to Subsection 14.04.008 for infill development

allowances.

(k) Appeals. Refer to Subsection 14.06.010(1) for appeals of an administrative decision.

Sec. 14.02.007 R-5 (Single-Family Residential) District

The R-5 (Single-Family Residential) District is designed to provide for a low density, residential environment for family life on parcels of land smaller and more compact in size, having a minimum lot area of five thousand (5,000) square feet, while limiting the uses to single-family residences and their community services and facilities. This district is generally appropriate with the Suburban Neighborhood or Core Neighborhood Future Land Use categories.

(1) Minimum Requirements for Lot Area, Width and Setback.
Lot area: 5,000 sq. ft.
Lot width: 50'
Lot depth: 100'
Front setback: 20'
Rear setback: 15'
Side setback (of corner lot): 5' (15')

(a) Thoroughfare Street Setback. No building, structures, awnings, canopies, porches or other improvements shall be built or installed within twenty-five (25) feet of the property line facing any thoroughfare street defined as a Highway, Major Arterial, Minor Arterial or Collector as set forth in the City's adopted Thoroughfare Plan.

(2) See Section 14.04.001 (Setback Encroachments) for encroachment allowances into the required setbacks.

(3) Permitted Uses. Those uses indicated as being permitted in the "R-5 (Single-Family Residential) District" in Subsection 14.10 (Use Chart).

(4) Other Regulations.

(a) Site plan. A site plan, *including building elevations,* shall be submitted to and must be approved by the Development Services Director or their designee prior to the issuance of a building permit for new construction or additions to an existing building, structure, or changes to the site for residential uses in the R-5 District. *Refer to Subsection 14.06.004 for site plan requirements.*

(b) Floor Area. The total floor area of the main building shall not be less than 800 square feet. ~~or greater than 3,000 square feet.~~

~~(c) Building Area. The maximum allowable building area shall not exceed 50 percent of the gross area of the lot or tract of land.~~

(d) Height Regulations. No building shall exceed 35 feet.

(e) Parking Regulations. Refer to Subsection 14.04.003 for parking regulations.

(f) Landscaping Requirements. Refer to Subsection 14.04.006 for landscaping requirements.

(g) Screening Regulations. Refer to Subsection 14.04.004 for fences and screening regulations.

(h) Usable Open Space Requirements. *Refer to Section 10.03.008 of the Subdivision Ordinance for open space requirements.* ~~Any contiguous subdivision, including multiple phases, developed with twenty-five (25) or more lots shall provide usable open space. Developments with twenty-five (25) to forty-nine (49) lots shall provide usable open space which equals or exceeds five (5) percent of the gross platted area, excluding rights-of-way for major thoroughfares. Developments with fifty (50) or more lots shall provide usable open space~~

~~which equals or exceeds ten (10) percent of the gross platted area, excluding rights-of-way for major thoroughfares. A contiguous subdivision is defined as: abutting or separated only by a local or collector street to the subdivision. Subdivisions separated by rights-of-way, drainage or utility easements in excess of sixty (60) feet in width shall not be considered as contiguous.~~

(i) *Architectural and Building Requirements. Refer to Subsection 14.04.007 for requirements for architectural and building material standards.*

(j) *Infill Development. Refer to Subsection 14.04.008 for infill development allowances.*

(k) *Appeals. Refer to Subsection 14.06.010(1) for appeals of an administrative decision.*

Sec. 14.02.008 R-4 (Patio Home Residential) District

The R-4 (Patio Home Residential) District is designed to provide for a medium density, residential environment for family life on parcels of land smaller and more compact in size, having a minimum lot area of four thousand (4,000) square feet, while limiting the uses to single-family residences and their community services and facilities. This district is generally appropriate with the Suburban Neighborhood or Core Neighborhood Future Land Use categories.

(1) Minimum Requirements for Lot Area, Width and Setback.

Lot area: 4,000 sq. ft.
Lot width: 40’
Lot depth: 90’
Front setback (front-loaded garage): 20’
Front setback (rear-loaded garage): 10’
Rear setback (front-loaded garage): 15’
Rear setback (rear-loaded garage): 20’
Side setback (of corner lot): 5’ (15’)

(a) Thoroughfare Street Setback. No building, structures, awnings, canopies, porches or other improvements shall be built or installed within twenty-five (25) feet of the property line facing any thoroughfare street defined as a Highway, Major Arterial, Minor Arterial or Collector as set forth in the City’s adopted Thoroughfare Plan.

(b) For lot widths less than 45 feet measured along the front property line, civil plans shall be approved by the Engineering Department prior to final plat submittal to ensure that driveways and curb inlets meet engineering requirements.

(2) See Section 14.04.001 (Setback Encroachments) for encroachment allowances into the required setbacks.

(3) Permitted Uses. Those uses indicated as being permitted in the “R-4 (Patio Home Residential) District” in Subsection 14.10 (Use Chart).

(4) Other Regulations.

(a) Site Plan. A site plan, *including building elevations,* shall be submitted to and must be approved by the Development Services Director or their designee prior to the issuance of a building permit for new construction or additions to an existing building, structure, or changes to the site for residential uses in the R-4 District. *Refer to Subsection 14.06.004 for site plan requirements.*

(b) Floor Area. The total floor area of the main building shall not be less than 800 square feet ~~or greater than 2,500 square feet~~.

~~1. A Special Exception may be granted by the Board of Adjustment for~~

~~main buildings exceeding 2,500 square feet, but not exceeding 3,000 square feet. The Special Exception may be granted only if the Board of Adjustment finds that the Special Exception request is not contrary to the public interest, the request does not violate the intent of this subsection or the Comprehensive Plan, and the requested Special Exception would not cause injury to or restrict development on any other parcel of land. In no event shall the number of lots exceeding 2,500 square feet for the main building floor area allowed with a Special Exception exceed 25 percent of the subdivision.~~

~~(c) Building Area. The maximum allowable building area shall not exceed fifty-five (55) percent of the gross area of the lot or tract of land.~~

(d) Height Regulations. No building shall exceed thirty-five (35) feet.

(e) Parking Regulations. Refer to Subsection 14.04.003 for parking regulations.

(f) Landscaping Requirements. Refer to Subsection 14.04.006 for landscaping requirements.

(g) Screening Regulations. Refer to Subsection 14.04.004 for fences and screening regulations.

(h) Usable Open Space Requirements. *Refer to Section 10.03.008 of the Subdivision Ordinance for open space requirements.* ~~Any contiguous subdivision, including multiple phases, developed with twenty-five (25) or more lots shall provide usable open space. Developments with twenty-five (25) to forty-nine (49) lots shall provide usable open space which equals or exceeds five (5) percent of the gross platted area, excluding rights-of-way for major thoroughfares. Developments with fifty (50) or more patio homes shall provide usable open space which equals or exceeds ten (10) percent of the gross platted area, excluding rights-of-way for major thoroughfares. A contiguous subdivision is defined as: abutting or separated only by a local or collector street to the subdivision. Subdivisions separated by rights-of-way, drainage or utility easements in excess of sixty (60) feet in width shall not be considered as contiguous.~~

(i) Architectural and Building Requirements. Refer to Subsection 14.04.007 for requirements for architectural and building material standards.

(j) Infill Development. Refer to Subsection 14.04.008 for infill development allowances.

(k) Appeals. Refer to Subsection 14.06.010(1) for appeals of an administrative decision.

Sec. 14.02.009 R-2F (Duplex Residential) District

The R-2F (Duplex Residential) District is designed to provide for a medium density, duplex residential environment for family life on individual parcels of land smaller and more compact in size, having a minimum lot area of six thousand (6,000) square feet, while limiting the uses to single-family residences and their community services and facilities. Duplex building types are permitted in this district. This district is generally appropriate with the Core Neighborhood Future Land Use category.

(1) Minimum Requirements for Lot Area, Width and Setback.

Lot area: *8,000 sq. ft.* ~~6,000 sq. ft.~~
Lot width: *80'* ~~60'~~
Lot depth: 100'
Front setback: 20'
Rear setback: 20'

Side setback (of corner lot): 6' (15')

(a) Thoroughfare Street Setback. No building, structures, awnings, canopies, porches or other improvements shall be built or installed within twenty-five (25) feet of the property line facing any thoroughfare street defined as a Highway, Major Arterial, Minor Arterial or Collector as set forth in the City's adopted Thoroughfare Plan.

(2) See Section 14.04.001 (Setback Encroachments) for encroachment allowances into the required setbacks.

(3) Permitted Uses. Those uses indicated as being permitted in the "R-2F (Duplex Residential) district" in Subsection 14.10 (Use Chart).

(4) Other Regulations.

(a) Site Plan. A site plan, *including building elevations,* shall be submitted to and must be approved by the Development Services Director or their designee prior to the issuance of a building permit for new construction or additions to an existing building or structure or changes to the site for residential uses in the R-2F District. *Refer to Subsection 14.06.004 for site plan requirements.*

(b) Floor Area. The total floor area of each dwelling unit shall not be less than 800 square feet.

~~(c) Building Area. The maximum allowable building area shall not exceed fifty-five (55) percent of the gross area of the lot or tract of land.~~

(d) Height Regulations. No building shall exceed 35 feet.

(e) Parking Regulations. Refer to Subsection 14.04.003 for parking regulations.

(f) Landscaping Requirements. Refer to Subsection 14.04.006 for landscaping requirements.

(g) Screening regulations. Refer to Subsection 14.04.004 for fences and screening regulations.

(h) Usable Open Space Requirements. *Refer to Section 10.03.008 of the Subdivision Ordinance for open space requirements.* ~~Any contiguous subdivision, including multiple phases, developed with twenty-five (25) or more lots shall provide usable open space. Developments with twenty-five (25) to forty-nine (49) lots shall provide usable open space which equals or exceeds five (5) percent of the gross platted area, excluding rights-of-way for major thoroughfares. Developments with fifty (50) or more lots shall provide usable open space which equals or exceeds ten (10) percent of the gross platted area, excluding rights-of-way for major thoroughfares. A contiguous subdivision is defined as: abutting or separated only by a local or collector street to the subdivision. Subdivisions separated by rights-of-way, drainage or utility easements in excess of sixty (60) feet in width shall not be considered as contiguous.~~

(i) Architectural and Building Requirements. Refer to Subsection 14.04.007 for requirements for architectural and building material standards.

(j) Infill Development. Refer to Subsection 14.04.008 for infill development allowances.

(k) Appeals. Refer to Subsection 14.06.010(1) for appeals of an administrative decision.

Sec. 14.02.010 R-TH (Townhome Residential) District

The R-TH (Townhome Residential) District is designed to provide for a medium density, attached residential environment for family life on individual parcels of land smaller and more compact in size, having a minimum lot area of two thousand five hundred (2,500) square feet,

while limiting the uses to single-family residences and their community services and facilities. Townhome building types are permitted in this district. This district is generally appropriate with the Core Neighborhood Future Land Use category.

(1) Minimum Requirements for Lot Area, Width and Setback.
Lot area: 2,500 sq. ft.
~~Lot width (front-loaded garage): 25'~~
Lot width ~~(rear-loaded garage)~~: 22'
Lot depth: 100'
~~Front setback (front-loaded garage): 20'~~
Front setback ~~(rear-loaded garage)~~: 10'
~~Rear setback (front-loaded garage): 15'~~
Rear setback ~~(rear-loaded garage)~~: 20'
Street side setback: 15'
Interior side setback: 6'

(a) Thoroughfare Street Setback. No building, structures, awnings, canopies, porches or other improvements shall be built or installed within twenty-five (25) feet of the property line facing any thoroughfare street defined as a Highway, Major Arterial, Minor Arterial or Collector as set forth in the City's adopted Thoroughfare Plan.

(2) See Section 14.04.001 (Setback Encroachments) for encroachment allowances into the required setbacks.

(3) Permitted Uses. Those uses indicated as being permitted in the "R-TH (Townhome Residential) District" in Subsection 14.10 (Use Chart).

(4) Other Regulations.

(a) Site Plan. A site plan, *including building elevations,* shall be submitted to and approved by the Development Services Director or their designee prior to the issuance of a building permit for new construction or additions to an existing building, structure, or changes to the site for residential uses in the R-TH District. *Refer to Subsection 14.06.004 for site plan requirements.*

(b) Floor Area. The total floor area of each dwelling unit shall not be less than 800 square feet.

~~(c) Building Area. The maximum allowable building area shall not exceed sixty-five (65) percent of the gross area of the lot or tract of land.~~

(d) Height Regulations. No building shall exceed 40 feet.

(e) Parking Regulations. Refer to Subsection 14.04.003 for parking regulations.

(f) Landscaping Requirements. Refer to Subsection 14.04.006 for landscaping requirements.

(g) Screening Regulations. Refer to Subsection 14.04.004 for fences and screening regulations.

(h) Usable Open Space Requirements. *Refer to Section 10.03.008 of the Subdivision Ordinance for open space requirements.* ~~Any contiguous subdivision, including multiple phases, developed with twenty-five (25) or more lots shall provide usable open space. Developments with twenty-five (25) to forty-nine (49) lots shall provide usable open space which equals or exceeds five (5) percent of the gross platted area, excluding rights-of-way for major thoroughfares. Developments with fifty (50) or more lots shall provide usable open space which equals or exceeds ten (10) percent of the gross platted area, excluding rights-of-way for major thoroughfares. A contiguous subdivision is defined as: abutting or separated only by a local or collector street to the subdivision. Subdivisions separated by rights-of-way, drainage or utility~~

~~easements in excess of sixty (60) feet in width shall not be considered as contiguous.~~

(i) Parking Garage. Shall be located at the rear of the property with access from an alley. No front-facing garages are permitted.

(j) Architectural and Building Requirements. Refer to Subsection 14.04.007 for requirements for architectural and building material standards.

(k) Infill Development. Refer to Subsection 14.04.008 for infill development allowances.

(l) Appeals. Refer to Subsection 14.06.010(1) for appeals of an administrative decision.

Sec. 14.02.011 MF-15 (Multi-Family Residential) District

The MF-15 (Multi-Family Residential) District is designed to provide for a variety of low intensity multi-family residential including duplexes, townhomes and single-family-for-rent that have multiple dwelling units on one lot. This district is generally appropriate with the Suburban Neighborhood, Core Neighborhood or Technology Hub Future Land Use categories.

(1) Minimum Requirements for Lot Area, Width and Setback.
Lot area: 2 acres
Lot width: 85’
Lot depth: 100’
Front setback: 25’
Rear setback: 25’
Side setback: 25’

(a) Thoroughfare Street Setback. No building, structures, awnings, canopies, porches or other improvements shall be built or installed within twenty-five (25) feet of the property line facing any thoroughfare street defined as a Highway, Major Arterial, Minor Arterial or Collector as set forth in the City’s adopted Thoroughfare Plan.

(2) See Section 14.04.001 (Setback Encroachments) for encroachment allowances into the required setbacks.

(3) Permitted Uses. Those uses indicated as being permitted in the “MF-15 (Multi-Family Residential) District” in Subsection 14.10 (Use Chart).

(4) Other Regulations.

(a) Site Plan. A site plan, *including building elevations and a landscaping plan,* shall be submitted to and must be approved by the Planning and Zoning Commission prior to the issuance of a building permit for new construction or additions to an existing building, structure, or changes to the site for multi-family residential use in the MF-15 District. *Refer to Subsection 14.06.004 for site plan requirements.*

(b) Floor Area. The total floor area of any dwelling unit shall not be less than 800 square feet.

~~(c) Building Area. The maximum allowable building area shall not exceed fifty (50) percent of the gross area of the lot or tract of land.~~

(d) Height Regulations. No building shall exceed 35 feet.

(e) Parking Regulations. Refer to Subsection 14.04.003 for parking regulations.

(f) Landscaping Requirements. Refer to Subsection 14.04.006 for landscaping requirements.

(g) Screening Regulations. Refer to Subsection 14.04.004 for fences and screening regulations.

(h) Maximum Density. Fifteen (15) dwelling units per net acre.

(i) Minimum Building Separation. A minimum building separation between all buildings on the lot shall be ten (10) feet.

(j) Architectural and Building Requirements. Refer to Subsection 14.04.007 for requirements for architectural and building material standards.

(k) Infill Development. Refer to Subsection 14.04.008 for infill development allowances.

(l) Usable Open Space Requirements. Refer to Section 10.03.008 of the Subdivision Ordinance for open space requirements.

(m) Appeals. Refer to Subsection 14.06.010(1) for appeals of an administrative decision.

Sec. 14.02.012 MF-30 (Multi-Family Residential) District

The MF-30 (Multi-Family Residential) District is designed to provide for a variety of medium to high intensity multi-family residential. In addition to the general purposes applying to all residential districts, the regulations of this district are designed to encourage the provision of conveniently located, centrally maintained rental accommodations. This district is generally appropriate with the Suburban Neighborhood, Core Neighborhood Future or Technology Hub Land Use categories.

(1) Minimum Requirements for Lot Area, Width and Setback.

Lot area: 5 acres
Lot width: 85'
Lot depth: 100'
Front setback: 25'
Rear setback: 25'
Side setback: 25'

(a) Thoroughfare Street Setback. No building, structures, awnings, canopies, porches or other improvements shall be built or installed within twenty-five (25) feet of the property line facing any thoroughfare street defined as a Highway, Major Arterial, Minor Arterial or Collector as set forth in the City's adopted Thoroughfare Plan.

(2) See Section 14.04.001 (Setback Encroachments) for encroachment allowances into the required setbacks.

(3) Permitted Uses. Those uses indicated as being permitted in the "MF-30 (Multi-Family Residential) District" in Subsection 14.10 (Use Chart).

(4) Other Regulations.

(a) Site Plan. A site plan, *including building elevations and a landscaping plan,* shall be submitted to and must be approved by the Planning and Zoning Commission prior to the issuance of a building permit for new construction or additions to an existing building or structure or changes to the site for multi-family residential use in the MF-30 District. *Refer to Subsection 14.06.004 for site plan requirements.*

(b) Residential Building Setback. Forty (40) feet from any R (residential) zoned property.

~~(c) Building Area. The maximum allowable building area in the MF-30 District shall not exceed fifty (50) percent of the gross area of the lot or tract of land.~~

(d) Height Regulations. No building shall exceed 50 feet.

(e) Parking regulations. Refer to Subsection 14.04.003 for parking regulations.

(f) Landscaping requirements. Refer to Subsection 14.04.006 for landscaping requirements.

(g) Screening regulations. Refer to Subsection 14.04.004 for fences and screening

regulations.

(h) Maximum Density. Thirty (30) dwelling units per net acre.

(i) Minimum Building Separation. A minimum building separation between all buildings on the lot shall be ten (15) feet.

(j) Architectural and Building Requirements. Refer to Subsection 14.04.007 for requirements for architectural and building material standards.

(k) Infill Development. Refer to Subsection 14.04.007 for infill development allowances.

(l) Usable Open Space Requirements. Refer to Section 10.03.008 of the Subdivision Ordinance for open space requirements.

(m) Appeals. Refer to Subsection 14.06.010(1) for appeals of an administrative decision.

Sec. 14.02.013 MH (Manufactured Housing) District

The MH (Manufactured Housing) district is intended to provide for accommodations for a specific form of housing, the manufactured home. To provide appropriate standards for density, spacing and use, a separate district is created and designated for the specific purpose of providing, at appropriate locations, areas for the development of manufactured home parks and subdivisions. This district is generally appropriate with the Suburban Neighborhood or Core Neighborhood Future Land Use categories.

(1) Minimum Requirements for Lot Area, Width and Setback.

Lot area: 3,600 sq. ft.
Lot width: 60’
Lot depth: 60’
Front setback: 25’
Rear setback: 10’
Side setback: 10’

(a) Thoroughfare Street Setback. No building, structures, awnings, canopies, porches or other improvements shall be built or installed within twenty-five (25) feet of the property line facing any thoroughfare street defined as a Highway, Major Arterial, Minor Arterial or Collector as set forth in the City’s adopted Thoroughfare Plan.

(2) See Section 14.04.001 (Setback Encroachments) for encroachment allowances into the required setbacks.

(3) Permitted Uses. Those uses indicated as being permitted in the “MH (Manufactured Housing) District” in Subsection 14.10 (Use Chart).

(4) Other Regulations.

(a) Site Plan. A site plan, *including building elevations and a landscaping plan,* for a new manufactured home park or manufactured home subdivision shall be submitted to and must be approved by the Planning and Zoning Commission prior to the issuance of a building permit for new construction for residential use in the MH District. *Refer to Subsection 14.06.004 for site plan requirements.*

(b) Addition Setback Regulation. No buildings or structures shall be permitted within twenty-five (25) feet of a boundary of a Manufactured Home Park or Manufactured Home Subdivision.

(c) Area Regulation. The minimum site area which may be developed or used for a manufactured home park or subdivision shall be ten (10) acres.

(d) Height regulations. No building shall exceed 35 feet.

(e) Parking regulations. Refer to Subsection 14.04.003 for parking regulations.

(f) Landscaping requirements. Refer to Subsection 14.04.006 for landscaping

requirements.

(g) Screening Regulations. Refer to Subsection 14.04.004 for fences and screening regulations.

(h) Utility Regulations. Water and sewer service shall be provided for each lot or manufactured home within the district.

(i) Usable Open Space Requirements. Any development with twenty-five (25) or more lots/units shall provide usable open space. Developments with twenty-five (25) to forty-nine (49) lots/units shall provide usable open space which equals or exceeds five (5) percent of the gross platted area, excluding rights-of-way for major thoroughfares. Developments with fifty (50) or more lots/units shall provide usable open space which equals or exceeds ten (10) percent of the gross platted area, excluding rights-of-way for major thoroughfares.

(j) Architectural and Building Requirements. Refer to Subsection 14.04.007 for requirements for architectural and building material standards.

(k) Appeals. Refer to Subsection 14.06.010(1) for appeals of an administrative decision.

Sec. 14.02.014 C-N (Neighborhood Commercial) District

The C-N (Neighborhood Commercial) district is designed for a limited range of service and light retail land uses and is located at intersections of thoroughfares in the vicinity of residential neighborhoods. This district is generally appropriate with the Suburban Neighborhood, Core Neighborhood, Community Commercial or Downtown Future Land Use categories.

(1) Minimum Requirements for Lot Area, Width and Setback.
Lot area: 10,000 SF
Lot width: 50’
Front setback: 25’
Rear setback: 25’
Side setback: 0’

(a) Thoroughfare Street Setback. No building, structures, awnings, canopies, porches or other improvements shall be built or installed within twenty-five (25) feet of the property line facing any thoroughfare street defined as a Highway, Major Arterial, Minor Arterial or Collector as set forth in the City’s adopted Thoroughfare Plan.

(b) Where lots in the C-N District are abutting a residential district, the side or rear setback shall not be less than twenty-five (25) feet.

(2) See Section 14.04.001 (Setback Encroachments) for encroachment allowances into the required setbacks.

(3) Permitted Uses. Those uses indicated as being permitted in the “C-N (Neighborhood Commercial) District” in Subsection 14.10 (Use Chart).

(4) Other Regulations.

(a) Site Plan. A site plan, *including building elevations and a landscaping plan,* shall be submitted to and must be approved by the Planning and Zoning Commission prior to the issuance of a building permit for new construction or additions to an existing building or structure or changes to the site for commercial use in the C-N District. *Refer to Subsection 14.06.004 for site plan requirements.*

~~(b) Floor Area. The total floor area of any building or buildings on a lot in the C-N District shall not exceed two-fifths of the total number of square feet in the lot (FAR to not exceed 0.4).~~

~~(c) Building Area. The maximum allowable building area in the C-N District shall~~

~~not exceed 40 percent of the gross area of the lot or tract of land.~~

(d) Height Regulations. No building shall exceed 35 feet.

(e) Parking Regulations. Refer to Subsection 14.04.003 for parking regulations.

(f) Landscaping Requirements. Refer to Subsection 14.04.006 for landscaping requirements.

(g) Screening Regulations: Refer to Subsection 14.04.004 for fences and screening regulations.

(h) Loading docks. Freight docks, service bays, loading docks, truck berths and heavy storage areas shall be screened from all abutting uses, except when the abutting use is determined to be of equal or greater intensity. The aforementioned areas shall be screened from all thoroughfares.

(i) Architectural and Building Requirements. Refer to Subsection 14.04.007 for requirements for architectural and building material standards.

(j) Appeals. Refer to Subsection 14.06.010(1) for appeals of an administrative decision.

Sec. 14.02.015 C-O (Office) District

The C-O (Office) district consists of land occupied by or suitable for a wide range of general office activities. This district is generally appropriate with the Regional Commercial, Community Commercial or Downtown Future Land Use categories.

(1) Minimum Requirements for Lot Area, Width and Setback.

Lot area: 10,000 SF
Lot width: 50’
Front setback: 25’
Rear setback: 25’
Side setback: 15’

(a) Thoroughfare Street Setback. No building, structures, awnings, canopies, porches or other improvements shall be built or installed within twenty-five (25) feet of the property line facing any thoroughfare street defined as a Highway, Major Arterial, Minor Arterial, or Collector as set forth in the City’s adopted Thoroughfare Plan.

(b) Where lots in the C-O District abut a residential district, the side or rear yard setback shall not be less than forty (40) feet.

(2) See Section 14.04.001 (Setback Encroachments) for encroachment allowances into the required setbacks.

(3) Permitted Uses. Those uses indicated as being permitted in the “C-O (Office) District” in Subsection 14.10 (Use Chart).

(4) Other required conditions.

(a) Site Plan. A site plan, *including building elevations and a landscaping plan,* shall be submitted to and must be approved by the Planning and Zoning Commission prior to the issuance of a building permit for new construction or additions to an existing building or structure or changes to the site for office uses in the C-O District. *Refer to Subsection 14.06.004 for site plan requirements.*

~~(b) Floor Area. The total floor area of any building or buildings on a lot in the C-O District shall not exceed the total number of square feet in the lot (FAR to not exceed 1.0).~~

~~(c) Building Area. The maximum allowable building area in the C-O District shall not exceed 50 percent of the gross area of the lot or tract of land.~~

(d) Height regulations. No building shall exceed 50 feet.

(e) Parking regulations. Refer to Subsection 14.04.003 for parking regulations.

(f) Landscaping requirements. Refer to Subsection 14.04.006 for landscaping requirements.

(g) Screening regulations. Refer to Subsection 14.04.004 for fences and screening regulations.

(h) Loading docks. Freight docks, service bays, loading docks, truck berths and heavy storage areas shall be screened from all abutting uses, except when the abutting use is determined to be of equal or greater intensity. The aforementioned areas shall be screened from all thoroughfares.

(i) Architectural and Building Requirements. Refer to Subsection 14.04.007 for requirements for architectural and building material standards.

(j) Appeals. Refer to Subsection 14.06.010(1) for appeals of an administrative decision.

Sec. 14.02.016 C-1 (Retail Business) District

The C-1 (Retail Business) district consists of land occupied by or suitable for neighborhood shopping facilities for the retailing of "convenience goods" and the furnishing of certain personal services to satisfy most of the daily needs of the adjacent residential neighborhood. This district is generally appropriate with the Core Neighborhood, Regional Commercial, Community Commercial or Downtown Future Land Use categories.

(1) Minimum Requirements for Lot Area, Width and Setback.

Lot area: 10,000 SF
Lot width: 50'
Front setback: 25'
Rear setback: 25'
Side setback: 15'

(a) Thoroughfare Street Setback. No building, structures, awnings, canopies, porches or other improvements shall be built or installed within twenty-five (25) feet of the property line facing any thoroughfare street defined as a Highway, Major Arterial, Minor Arterial or Collector as set forth in the City's adopted Thoroughfare Plan.

(b) Where lots in the C-1 District abut a residential district, the side or rear yard setback shall not be less than forty (40) feet.

(2) See Section 14.04.001 (Setback Encroachments) for encroachment allowances into the required setbacks.

(3) Permitted Uses. Those uses indicated as being permitted in the "C-1 (Retail Business) District" in Subsection 14.10 (Use Chart).

(4) Other Regulations.

(a) Site Plan. A site plan, *including building elevations and a landscaping plan,* shall be submitted to and must be approved by the Planning and Zoning Commission prior to the issuance of a building permit for new construction or additions to an existing building or structure or changes to the site for commercial uses within the C-1 District. *Refer to Subsection 14.06.004 for site plan requirements.*

~~(b) Floor Area. The total floor area of any building or buildings on a lot in the C-1 District shall not exceed one-half of the total number of square feet in the lot (FAR to not exceed 0.5).~~

~~(c) Building Area. The maximum allowable building area in the C-1 District shall not exceed 50 percent of the gross area of the lot or tract of land.~~

(d) Height Regulations. No building shall exceed 50 feet.

(e) Parking Regulations. Refer to Subsection 14.04.003 for parking regulations.

(f) Landscaping Requirements. Refer to Subsection 14.04.006 for landscaping

requirements.

(g) Screening Regulations. Refer to Subsection 14.04.004 for fences and screening regulations.

(h) Loading docks. Freight docks, service bays, loading docks, truck berths and heavy storage areas shall be screened from all abutting uses, except when the abutting use is determined to be of equal or greater intensity. The aforementioned areas shall be screened from all thoroughfares.

(i) Architectural and Building Requirements. Refer to Subsection 14.04.007 for requirements for architectural and building material standards.

(j) Appeals. Refer to Subsection 14.06.010(1) for appeals of an administrative decision.

Sec. 14.02.017 C-2 (General Commercial) District

The C-2 (General Commercial) district consists of land occupied by or suitable for a wide range of retail and wholesale activities. Land in this district is located along major highways and in the vicinity of industrial areas. The C-2 District regulations are designed to permit development of the enumerated functions and to provide space for commercial uses which are generally not appropriate for retail business districts. This district is generally appropriate with the Regional Commercial Future Land Use category.

(1) Minimum Requirements for Lot Area, Width and Setback.

Lot area: 10,000 SF
Lot width: 50'
Front setback: 25'
Rear setback: 25'
Side setback: 15'

(a) Thoroughfare Street Setback. No building, structures, awnings, canopies, porches or other improvements shall be built or installed within twenty-five (25) feet of the property line facing any thoroughfare street defined as a Highway, Major Arterial, Minor Arterial or Collector as set forth in the City's adopted Thoroughfare Plan.

(b) Where lots in the C-2 District abut a residential district, the side or rear yard setback shall not be less than sixty (60) feet.

(2) See Section 14.04.001 (Setback Encroachments) for encroachment allowances into the required setbacks.

(3) Permitted Uses. Those uses indicated as being permitted in the "C-2 (General Commercial) District" in Subsection 14.10 (Use Chart).

(4) Other Regulations.

(a) Site Plan. A site plan, *including building elevations and a landscaping plan,* shall be submitted to and must be approved by the Planning and Zoning Commission prior to the issuance of a building permit for new construction or additions to an existing building or structure or changes to the site for commercial uses within the C-2 District. *Refer to Subsection 14.06.004 for site plan requirements.*

~~(b) Floor Area. The total floor area of any building or buildings on a lot in the C-2 District shall not exceed one-half of the total number of square feet in the lot (FAR to not exceed 0.5).~~

~~(c) Building Area. The maximum allowable building area in the C-2 District shall not exceed 50 percent of the gross area of the lot or tract of land.~~

(d) Height Regulations. No building shall exceed 35 feet.

(e) Parking Regulations. Refer to Subsection 14.04.003 for parking regulations.

(f) Landscaping Requirements. Refer to Subsection 14.04.006 for landscaping requirements.

(g) Screening Regulations. Refer to Subsection 14.04.004 for fences and screening regulations.

(h) Loading docks. Freight docks, service bays, loading docks, truck berths and heavy storage areas shall be screened from all abutting uses, except when the abutting use is determined to be of equal or greater intensity. The aforementioned areas shall be screened from all thoroughfares.

(i) Architectural and Building Requirements. Refer to Subsection 14.04.007 for requirements for architectural and building material standards.

(j) Appeals. Refer to Subsection 14.06.010(1) for appeals of an administrative decision.

Sec. 14.02.018 M-1 (Light Manufacturing) District

The M-1 (Light Manufacturing) district is designed to provide land for manufacturing and industrial activities subject to limitations intended to protect nearby residential and commercial districts and to protect the permitted uses from one another. Manufacturing District M-1 consists of areas occupied by or suitable for manufacturing, wholesale and other industrial activities, all of a non-nuisance type. This district is generally appropriate with the Technology Hub Future Land Use category.

(1) Minimum Requirements for Lot Area, Width and Setback.

Lot area: 1/2 acre
Lot width: 85’
Front setback: 40’
Rear setback: 25’
Side setback: 25’

(a) Thoroughfare Street Setback. No building, structures, awnings, canopies, porches or other improvements shall be built or installed within twenty-five (25) feet of the property line facing any thoroughfare street defined as a Highway, Major Arterial, Minor Arterial or Collector as set forth in the City’s adopted Thoroughfare Plan.

(b) When abutting a residential district, the side or rear setback shall be not less than sixty (60) feet.

(2) See Section 14.04.001 (Setback Encroachments) for encroachment allowances into the required setbacks.

(3) Permitted uses. Those uses indicated as being permitted in the “M-1 (Light manufacturing) district” in Subsection 14.10 (Use Chart).

(4) Other Regulations.

(a) Site Plan. A site plan, *including building elevations and a landscaping plan,* shall be submitted to and must be approved by the Planning and Zoning Commission prior to the issuance of a building permit for new construction or additions to an existing building or structure or changes to the site for manufacturing use in the M-1 District. *Refer to Subsection 14.06.004 for site plan requirements.*

~~(b) Floor Area. The floor area of any building or buildings on a lot in an M-1 District shall not exceed one and one-half times the number of square feet in the lot (FAR to not exceed 1.5).~~

~~(c) Impervious Cover. The maximum allowable impervious cover shall not exceed 80 percent of the total lot. Impervious cover shall include all roads, driveways, parking areas, buildings, concrete walkways and other impermeable construction covering the natural land surface on the lot.~~

(d) Height Regulation. No building or structure shall exceed 100 feet.
(e) Parking Regulations. Refer to Subsection 14.04.003 for parking regulations.
(f) Landscaping Requirements. Refer to Subsection 14.04.006 for landscaping requirements.
(g) Screening Regulations. Refer to Subsection 14.04.004 for fences and screening regulations.
(h) Loading docks. Freight docks, service bays, loading docks, truck berths and heavy storage areas shall be screened from all abutting uses, except when the abutting use is determined to be of equal or greater intensity. The aforementioned areas shall be screened from all thoroughfares.
(i) Architectural and Building Requirements. Refer to Subsection 14.04.007 for requirements for architectural and building material standards.
(j) Appeals. Refer to Subsection 14.06.010(1) for appeals of an administrative decision.

Sec. 14.02.019 M-1.5 (Medium Manufacturing) District

The M-1.5 (Medium Manufacturing) district consists of areas occupied by or suitable for manufacturing and industrial activities whose generator of nuisance effects is ordinarily greater than that of industries permitted in the M-1 District. Zoning or rezoning to this classification will not be permitted after December 5, 2022.

(1) Minimum Requirements for Lot Area, Width and Setback.
Lot area: 1/2 acre
Lot width: 85’
Front setback: 40’
Rear setback: 25’
Side setback: 25’
(a) Thoroughfare Street Setback. No building, structures, awnings, canopies, porches or other improvements shall be built or installed within twenty-five (25) feet of the property line facing any thoroughfare street defined as a Highway, Major Arterial, Minor Arterial or Collector as set forth in the City’s adopted Thoroughfare Plan.
(b) When abutting a residential district, the side or rear yard shall be not less than sixty (60) feet.
(2) See Section 14.04.001 (Setback Encroachments) for encroachment allowances into the required setbacks.
(3) Permitted Uses. Those uses indicated as being permitted in the “M-1.5 (Medium Manufacturing) District” in Subsection 14.10 (Use Chart).
(4) Other Regulations.
(a) Site Plan. A site plan, *including building elevations and a landscaping plan,* shall be submitted to and must be approved by the Planning and Zoning Commission prior to the issuance of a building permit for new construction or additions to an existing building or structure or changes to the site for manufacturing use in the M-1 District. *Refer to Subsection 14.06.004 for site plan requirements.*
~~(b) Floor area. The floor area of any building or buildings on a lot in an M-1.5 District shall not exceed one and one-half times the number of square feet in the lot (FAR to not exceed 1.5).~~
~~(c) Impervious Cover. The maximum allowable impervious cover shall not exceed 80 percent of the total lot. Impervious cover shall include all roads, driveways, parking areas, buildings, concrete walkways and other impermeable construction covering the natural land surface on the lot.~~

(d) Height Regulation. No building or structure shall exceed 150 feet.
(e) Parking Regulations. Refer to Subsection 14.04.003 for parking regulations.
(f) Landscaping Requirements. Refer to Subsection 14.04.006 for landscaping requirements.
(g) Screening Regulations. Refer to Subsection 14.04.004 for fences and screening regulations.
(h) Loading docks. Freight docks, service bays, loading docks, truck berths and heavy storage areas shall be screened from all abutting uses, except when the abutting use is determined to be of equal or greater intensity. The aforementioned areas shall be screened from all thoroughfares.
(i) Architectural and Building Requirements. Refer to Subsection 14.04.007 for requirements for architectural and building material standards.
(j) Appeals. Refer to Subsection 14.06.010(1) for appeals of an administrative decision.

Sec. 14.02.020 M-2 (Heavy Manufacturing) District

Manufacturing District M-2 consists of areas occupied by or suitable for manufacturing and industrial activities whose generator of nuisance effects is ordinarily greater than that of industries permitted in the M-1 District. This district is generally appropriate with the Technology Hub Future Land Use category.

(1) Minimum Requirements for Lot Area, Width and Setback.
Lot area: 1 acre
Lot width: 150'
Front setback: 40'
Rear setback: 25'
Side setback: 25'
(a) Thoroughfare Street Setback. No building, structures, awnings, canopies, porches or other improvements shall be built or installed within twenty-five (25) feet of the property line facing any thoroughfare street defined as a Highway, Major Arterial, Minor Arterial or Collector as set forth in the City's adopted Thoroughfare Plan.
(b) When abutting a residential district, the side or rear yard shall be not less than seventy-five (75) feet.
(2) See Section 14.04.001 (Setback Encroachments) for encroachment allowances into the required setbacks.
(3) Permitted Uses. Those uses indicated as being permitted in the "M-2 (Heavy Manufacturing) District" in Subsection 14.10 (Use Chart).
(4) Other Regulations.
(a) Site Plan. A site plan, *including building elevations and a landscaping plan,* shall be submitted to and must be approved by the Planning and Zoning Commission prior to the issuance of a building permit for new construction or additions to an existing building or structure or changes to the site for manufacturing use in the M-2 District. *Refer to Subsection 14.06.004 for site plan requirements.*
~~(b) Floor Area. The floor area of any building or buildings on a lot in an M-2 District shall not exceed one and one-half times the number of square feet in the lot (FAR to not exceed 1.5).~~
~~(c) Impervious Cover. The maximum allowable impervious cover shall not exceed 80 percent of the total lot. Impervious cover shall include all roads, driveways, parking areas, buildings, concrete walkways and other impermeable construction covering the natural land surface on the lot.~~

(d) Height Regulation. No building or structure shall exceed 150 feet.

(e) Parking Regulations. Refer to Subsection 14.04.003 for parking regulations.

(f) Landscaping Requirements. Refer to Subsection 14.04.006 for landscaping requirements.

(g) Screening Regulations. Refer to Subsection 14.04.004 for fences and screening regulations.

(h) Loading docks. Freight docks, service bays, loading docks, truck berths and heavy storage areas shall be screened from all abutting uses, except when the abutting use is determined to be of equal or greater intensity. The aforementioned areas shall be screened from all thoroughfares.

(i) Architectural and Building Requirements. Refer to Subsection 14.04.007 for requirements for architectural and building material standards.

(j) Appeals. Refer to Subsection 14.06.010(1) for appeals of an administrative decision.

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ARTICLE 14.04 SUPPLEMENTARY DISTRICT REGULATIONS

…

Sec. 14.04.007 Architectural and Building Requirements.

(a) Purpose. The purpose of this section is to set forth the minimum standards for the appearance of single-family residential (attached or detached), multi-family residential, and non-residential buildings. These standards are intended to enhance property values and promote the City's general welfare. They are not intended to restrict architectural creativity or require adherence to specific architectural styles or concepts.

(b) Architectural Diversity Standards.

(1) For the purposes of this section, the following words shall be interpreted to mean as follows:

(A) "Adjacent lots" means lots that adjoin or share side property lines or lots in which, although separated by a street, front property lines overlap another by more than 30 percent.

(B) "Streetscape" means the facades of single-family dwellings on both sides of a street. The length of a streetscape shall be limited to no more than 20 lots per side of street.

(2) No two single-family dwellings of similar front elevation or facade shall be constructed or located on adjacent lots; nor shall there be constructed or located single-family dwellings of similar front elevation or facade constituting more than 20 percent of the single-family dwellings in any streetscape. Front elevations or facades shall be deemed to be similar when there is no substantial difference in roof lines; and no substantial change in windows of either size, location or type; and either no change in the color of materials used (rather than a change in shade), or no substantial change in the kind of materials. The examples of similarity or dissimilarity set forth in this section are not intended to categorize all dwelling designs which may be presented to the Building Official.

(A) Roof Lines.

(i) For the purpose of this section, the following differences in the roof lines of single-family dwellings as seen from the front of the

dwelling shall be deemed sufficient to render buildings containing such changes and built on adjacent lots to be dissimilar:

a. Changing gable roofs to hip roofs;

b. Changing hip roofs to gable roofs;

c. Providing an intersecting gable roof on the main gable roof, provided that the height of the intersection roof is at least 50 percent of the height of the main roof;

d. Providing an intersecting hip roof on the main hip roof; provided that, the height of the intersecting hip roof is at least 50 percent of the height of the main roof;

e. Subject to review by the Building Official, a shed roof, when used as a front porch roof for a minimum of 50 percent of the entire width of the house, excluding area of garage;

f. Subject to review by the Building Official, a substantial difference in roof line shall be deemed to exist if the front soffit is increased significantly and is combined with columns at least six inches in width or other architectural features of a similar magnitude which reach the roof line of the highest story; and

g. Rotating gable roofs 90 degrees on the building.

(B) The following changes shall not be deemed sufficient to make adjacent structures dissimilar:

(i) Gable roof atop hip roof;

(ii) Hip roof atop gable roof;

(iii) Small gable or hip projections above windows;

(iv) Window dormers;

(v) Change in soffit overhang or minor variation in eave height; and

(vi) Skylight and cupola.

(C) Windows.

(i) For the purpose of this section, the following differences in the size, location or type of windows shall be deemed sufficient to render buildings containing such changes and built on adjacent lots to be dissimilar:

a. Changing from single windows to a multiple window arrangement (ganged units);

b. Changing from multiple window arrangement to single window;

c. Changing the type of windows (e.g., casement to double hung); and

d. Providing a bay or bow window in the area of the predominant window.

(ii) The following change shall not be deemed sufficient to constitute a substantial change in windows: The addition or subtraction of muntin bars (dividing lights).

(iii) Where, because of its size, location or design, one window is the predominant window on the front elevation or facade, if the size, location or type of that window is changed to render the dwelling dissimilar, then no other window need be changed.

(D) Construction Material or Color.

(i) For the purpose of this section, the following differences in construction material between adjacent single-family dwellings as seen from the front of the dwellings shall be deemed sufficient to render buildings containing such changes and built on adjacent lots to be dissimilar.

a. Brick facing;

b. Stone facing; and

c. Stucco facing.

(ii) When materials are changed, the change must occur throughout the front facade or elevation for a minimum of one story in height.

(iii) Color change shall be made by significant changes in adjacent colors. The change must be one of color rather than merely of the shade.

(3) Single-family dwellings shall be required to provide at least three (3) of the following architectural elements:

(A) 100 percent of each elevation is finished with masonry materials including, but not limited to, brick, stone, synthetic stone, but excluding stucco;

(B) The front façade contains two types of complementary masonry materials, excluding stucco, with each of the materials being used on at least 25 percent of the front façade;

(C) A minimum of 10 percent of the dwelling's front façade features patterned brick work, excluding soldier or sailor brickwork provided in association with a door or window;

(D) No pitched roof plane with a horizontal length longer than 20 feet exists;

(E) The dwelling only features one-car garage doors that have a carriage style design. These doors typically feature vertical slats, high windows, antiqued hardware, and additional detailing to give the appearance of swinging or sliding doors;

(F) The dwelling chimney is finished on all sides with 100 percent masonry finishing materials (excluding stucco);

(G) A minimum of three offsets in the front façade measuring at least two feet deep are provided or a minimum of one offset in the front façade measuring at least five feet is provided.

(H) The dwelling features an articulated front entrance through the use of lintels, pediments, keystones, pilasters, arches, columns, or other similar architectural elements;

(I) A covered front porch which is at least 100 square feet in area is provided;

(J) A covered back porch which is at least 200 square feet in area is provided;

(K) At least one dormer is provided for each roof plane over 500 square feet in area that faces a public street. The dormer must be appropriately scaled for the roof plane and shall not be wider than the windows on the building elevation below;

(L) All windows facing a street feature shutters. The shutters provided must be operational or appear operational and must be in scale with the corresponding window; or

(M) *All ground level mechanical, heating, ventilation, and air conditioning equipment opaque screening device that is at least six feet tall.*

(4) *Multi-family buildings shall be required to provide at least four (4) of the following architectural elements:*

(A) *100 percent of each elevation is finished with masonry materials including, but not limited to, brick, stone, synthetic stone, but excluding stucco;*

(B) *Awnings/canopies;*

(C) *Balconies (a minimum of twenty-five (25) square feet in size);*

(D) *Dormers;*

(E) *Offsets within each building (minimum of twenty (20) feet to receive credit);*

(F) *Porches, recessed or projecting (a minimum of twenty-five (25) square feet in size);*

(G) *Stoops (a minimum of two (2) feet tall by four (4) feet wide);*

(H) *Varied roof height in building (minimum ten (10) foot difference).*

(c) *Exterior Finishing Materials. Enforcement of the following building materials standards is subject to Chapter 3000 of the Texas Government Code.*

(1) *Single-Family Requirements.*

(A) *Front Elevation. 100% of this elevation shall be finished with masonry materials including, but not limited to, brick, stone, synthetic stone, or stucco: however, no more than 50 percent of this elevation shall be finished with stucco.*

(B) *Side and Rear Elevation. 50% of this elevation shall be finished with masonry materials including, but not limited to, brick, stone, synthetic stone, or stucco; however, no more than 50% of this elevation shall be finished with stucco. The remaining 25 percent may be finished with wood lap siding, Hardie Board, LP Smart Siding, ~~vinyl siding~~, cementitious siding ~~cast concrete modular siding~~, or EIFS. Sheet siding fabricated to look like wood lap siding is prohibited.*

~~(C) Rear Elevation. 50% of this elevation shall be finished with masonry materials including, but not limited to, brick, stone, synthetic stone or stucco. The remaining 50% may be finished with wood lap siding, vinyl siding, cast concrete modular siding, or EIFS. Sheet siding fabricated to look like wood lap siding is prohibited.~~

(D) *Walls Above the Roof Line. Walls provided in conjunction with an architectural element located above the roof line (example: walls for dormers) may only be finished with brick, stone, synthetic stone, stucco, wood lap siding, ~~vinyl siding~~, cementitious siding, ~~cast concrete modular siding~~, or EIFS. Sheet siding fabricated to look like wood lap siding is prohibited.*

(E) *Calculation of Percentages. The percentages set forth above are calculated exclusive of doors and windows.*

(2) *Multifamily Requirements.*

(A) *The first story of every multifamily building including accessory buildings shall have 100 percent masonry exclusive of doors and windows. The second story and above may use masonry, three-phase stucco/plaster, EIFS, and/or cementitious siding/Hardie-board siding exclusive of doors and windows.*

(B) ~~*EIFS or*~~ *Architecturally finished metal materials, not including*

corrugated metal, shall not be allowed on more than 20 percent of each elevation.

(C) Wood and/or vinyl siding are not permitted as an exterior finishing material.

(D) The following materials are allowed for roofs:

(i) Asphalt shingles;

(ii) Industry-approved synthetic shingles;

(iii) Standing seam metal;

(iv) Clay, concrete, or slate tile;

(v) Flat roofs that include a parapet screening and feature a well-defined cornice treatment; and

(vi) Single-Ply Membrane Roofing.

(E) Aluminum siding or cladding, galvanized steel, or other bright metal, wood or plastic siding, cementitious siding, unfinished concrete block, exposed aggregate, wood roof shingles and reflective glass are all prohibited as roofing materials.

(3) Non-Residential Requirements.

(A) All buildings shall have 100 percent masonry on the elevations or facades facing a public street exclusive of doors and windows. Acceptable masonry finishing materials are brick, three-phase stucco/plaster, EIFS, stone and/or cast stone, including slate, flagstone, granite, limestone, and marble.

(B) Rear and side elevations or facades not facing a public street may be constructed with masonry, three-phase stucco/plaster, and/or cementitious siding/Hardie-board siding.

(C) ~~EIFS or~~ Architecturally finished metal materials, not including corrugated metal, shall be allowed on the rear and side elevations, but no more than 50 percent of the front or side elevation facing a public street.

(D) Wood or vinyl siding is not permitted as an exterior finishing material.

(E) The following materials are allowed for roofs:

(i) Asphalt shingles;

(ii) Industry-approved synthetic shingles;

(iii) Standing seam metal;

(iv) Clay, concrete, or slate tile;

(v) Flat roofs that include a parapet screening and feature a well-defined cornice treatment; and

(vi) Single-Ply Membrane Roofing.

(F) Aluminum siding or cladding, galvanized steel, or other bright metal, wood or plastic siding, cementitious siding, unfinished concrete block, exposed aggregate, wood roof shingles and reflective glass are all prohibited as roofing materials.

Sec. 14.04.008 Infill Development.

(a) Purpose. The purpose of this section is to encourage responsible growth within the City by supporting infill development on vacant or underused lots or parcels of land in existing neighborhoods. This section intends to make better use of existing roads, utilities, and public services while helping to create more housing opportunities. Infill development should fit the character of the surrounding area and support safe,

walkable, and connected communities. This section provides clear guidelines to help ensure new development improves the quality of life for current and future residents.

(b) For purposes of this section, the following words shall be interpreted to mean as follows:

(1) "Fire protection" means the implementation of infrastructure and access necessary to support fire prevention and emergency response. This includes the proper installation and spacing of fire hydrants with sufficient water supply and pressure, as well as the construction of access roads that are adequately wide, load-bearing, and navigable for fire and emergency vehicles.

(2) "Streetscape" means the facades of single-family dwellings on both sides of a street. The length of a streetscape shall be limited to no more than 20 lots per side of street.

(c) Applicability. This section applies to any vacant lot or parcel of land in which: (1) at least 80 percent of the land within a 300-foot radius of the boundaries of the subject lot or parcel is built out and occupied, and of the land within that 300-foot radius, Grayson County Central Appraisal District records show that at least 80 percent of the existing, primary structures were completed more than 15 years before the date of application for infill development; (2) streets and fire protection are provided; (3) the zoning district applicable to the vacant lot or parcel is MF-30, R-6, R-5, or R-4; and (4) the vacant lot or parcel does not exceed 12,000 square feet in area.

(d) General Standards.

(1) The Director may administratively approve modifications to the land use, minimum lot area, lot width and setback requirements if the modifications are consistent with the as-built standards prevalent along the streetscape. However, in no event shall any approved modification be less restrictive or more intensive than the standards set forth in the R-4 (Patio home) Residential District, Section 14.02.008.

(2) Architectural and Building Requirements. The standards set forth in Section 14.04.007 do not apply; however, new buildings shall be constructed to be consistent with the architectural design and building materials prevalent along the streetscape.

(3) Parking Garage Exemption. Garage parking required under Section 14.04.003(c)(2)(A) may be waived by the Director if more than 50 percent of the homes within the streetscape do not have garages.

(4) The vacant lot or parcel on which any building is to be constructed under this section is part of a plat of record, approved by the City and filed for record with the County Clerk.

(5) Plat Exemption. A building permit may be issued before a plat is recorded for the vacant lot or parcel on which any building is to be constructed under this section, in accordance with Section 14.06.002, provided that a preliminary plat has been approved no earlier than 2 years before the date of issuance of the building permit and a final plat is recorded before any certificate of occupancy is issued.

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ARTICLE 14.06 DEVELOPMENT PROCEDURES

…

Sec. 14.06.004 Site Plan Requirements

…

(b) General standards.

~~(1) A site plan is a plan of development drawn to scale indicating:~~

~~(A) The location and arrangement of buildings on the subject property.~~

~~(B) Building setbacks and yards.~~

~~(C) Landscaping and/or walls and fences for screening purposes.~~

~~(D) Off-street parking and loading areas and design of ingress and egress to and from abutting streets.~~

~~(E) Zoning of adjacent property.~~

~~(F) The location of screened trash receptors.~~

~~(G) Fire lanes.~~

~~(H) When required, a site tabulation table including:~~

~~(i) Gross square feet of each structure.~~

~~(ii) Gross square feet of property.~~

~~(iii) Required parking.~~

~~(iv) Parking provided.~~

~~(v) Current zoning.~~

~~(vi) Proposed zoning.~~

~~(vii) Hard surface/impervious area (square feet).~~

~~(viii) Landscaped area (square feet).~~

~~(ix) Floor-to-area ratio (FAR).~~

(1) A site plan is a set of development plans drawn to scale including:

(A) Site Plan:

(i) The location and arrangement of buildings on the subject property.

(ii) Building setbacks, yards, and easements.

(iii) Off-street parking and loading areas and design of ingress and egress to and from abutting streets.

(iv) Zoning of adjacent property.

(v) The location of screened trash receptors.

(vi) Fire lanes and the location of fire department connections (FDCs).

(vii) A site table indicating the following:

a. Gross square feet of each structure.

b. Gross square feet of property.

c. Required parking.

d. Parking provided.

e. Current zoning.

f. Proposed zoning.

g. Hard surface/impervious area (square feet).

h. Landscaped area (square feet).

i. Floor-to-area ratio (FAR).

(B) Landscaping Plan compliant with Subsection 14.04.006:

(i) The location and arrangement of buildings on the subject property.

(ii) The location and arrangement of tree plantings on the site.

(iii) Off-street parking and loading areas and design of ingress and egress to and from abutting streets.

(iv) Public and private sidewalks.
(v) Planting schedule including a list of proposed shade and ornamental trees.
(vi) Landscape buffers.
(vii) A site table indicating the following:
a. Gross square feet of property.
b. Landscaped area (square feet).
c. Hard surface/impervious area (square feet).
d. Required tree mitigation (caliper inches).
e. Provided tree plantings (caliper inches).

(C) Building Elevations Plan compliant with Subsection 14.04.007:
(i) 2-Dimensional drawing demonstrating the elevation of each wall face for each proposed building on the site.
(ii) Elevations may be drawn in color or grayscale.
(iii) The building height measured from the floor to the highest point of the structure for each elevation.
(iv) Color of the building materials shall be included as required by ordinance.
(v) Building materials shall be indicated.
(vi) A table indicating the following:
a. Required architectural features included as required by ordinance.
b. Percentage of building materials as required by ordinance.

(2) Site plans ~~for new commercial project~~ shall be prepared by a design professional (architect, engineer, surveyor, etc.) except as listed below:
(A) Temporary use permits.
(B) Additions to existing buildings under one thousand (1,000) square feet.
(C) Zoning exhibits associated with zone change requests.

…

(4) Initiation, complete application and expiration.

…

(D) The authority responsible for approving site plans must approve a site plan that satisfies the requirements of this Chapter and other applicable law.

…

ARTICLE 14.08 DEFINITIONS

Sec. 14.08.001 Definitions.

…

Dwelling, townhome. A single-family dwelling with a single-unit structure in a row of at least three (3) or more such units in which each unit has its own access to the outside, no unit is located over another, each is separated from any other unit by one (1) or more common fire-resistant walls, and each unit is on an individually platted lot. *Every common wall shall consist*

of a minimum of 80 percent of the side wall of each abutting unit.

…"

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

SECTION 5: Penalty. Any person, firm, corporation or entity violating any provision of this Ordinance or the Zoning Ordinance, as they exist or may be amended, shall be deemed guilty of a misdemeanor, and on conviction thereof, shall be fined in an amount not exceeding TWO THOUSAND AND NO/100 DOLLARS ($2,000.00) or the highest amount allowed under applicable law, whichever is lowest. A violation of any provision of this Ordinance shall constitute a separate violation for each calendar day in which it occurs. Allegation and evidence of a culpable mental state is not required for proof of any offense defined in this Ordinance. The penal provisions imposed under this Ordinance shall not preclude Sherman from filing suit to enjoin the violation. Sherman retains all legal rights and remedies available to it pursuant to local, state and federal law.

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

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

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

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

_____
SHAWN TEAMANN, MAYOR

ATTEST:

_____
TERI FINE, CITY CLERK

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

_____

RYAN D. PITTMAN, CITY ATTORNEY

Index
Red Comments – Council Zoning Subcommittee
Green Comments – P&Z Action
Blue Comments – Additional Comments

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING THE CODE OF ORDINANCES OF THE CITY OF SHERMAN, TEXAS, CHAPTER 14 (ZONING ORDINANCE), ARTICLE 14.01 (GENERAL PROVISIONS), ARTICLE 14.02 (ZONING DISTRICTS), ARTICLE 14.04 (SUPPLEMENTARY DISTRICT REGULATIONS), ARTICLE 14.06 (DEVELOPMENT PROCEDURES) AND ARTICLE 14.08 (DEFINITIONS); MODIFYING CERTAIN EXISTING REGULATIONS AND PRESCRIBING NEW REGULATIONS RELATED TO INTERPRETATION, USABLE OPEN SPACE REQUIREMENTS, ARCHITECTURAL AND BUILDING REQUIREMENTS, MINIMUM REQUIREMENTS FOR LOT AREA, WIDTH AND SETBACKS, GARAGE REQUIREMENTS, INFILL DEVELOPMENT, SITE PLAN REQUIREMENTS AND DEFINITION OF THE TERM "DWELLING, TOWNHOME"; PROVIDING A PENALTY CLAUSE WITH A MAXIMUM FINE OF $2,000, SAVINGS/REPEALING CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW

WHEREAS, the City Council of the City of Sherman, Texas ("City Council") finds that it is necessary to amend Chapter 14 (Zoning Ordinance) of the Code of Ordinances, City of Sherman, Texas ("Code of Ordinances") for the purpose of modifying certain existing regulations and prescribing new regulations related to interpretation, usable open space requirements, architectural and building material requirements, minimum requirements for lot area, width and setbacks, garage requirements, infill development, site plan requirements and definition of the term "dwelling, townhome"; and

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

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

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

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

SECTION 2: Amendment to the Code of Ordinances, Chapter 14 (Zoning Ordinance). Article 14.01 (General Provisions), Article 14.02 (Zoning Districts), Article 14.04 (Supplemental District Regulations), Article 14.06 (Development Procedures) and Article 14.08 (Definitions) of the Code of Ordinances are amended as follows[1]:

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

"**ARTICLE 14.01 GENERAL PROVISIONS**

…

Sec. 14.01.005 Compliance Required, Interpretation and Rules of Construction

…

(b) Interpretation.

…

(6) Compliance Required. When any portion of this Zoning Ordinance is expressly contradicted by state or federal law, or when requiring adherence to this Zoning Ordinance would result in a violation of state or federal law, City staff, in consultation with the City Attorney, may waive compliance with the relevant portion of this Zoning Ordinance.

…

ARTICLE 14.02 ZONING DISTRICTS

Sec. 14.02.003 R-A (Residential Agricultural) District

The R-A (Residential Agricultural) District is intended to provide a location for principally undeveloped or vacant land situated on the fringe of an urban area and used for agricultural purposes but may become an urban area in the future. The types of uses and the area and intensity of uses permitted in this District shall encourage and protect agricultural uses until urbanization is warranted and the appropriate change in district classification is made. This district is generally appropriate with the Agricultural/Rural Future Land Use category.

(1) Minimum Requirements for Lot Area, Width and Setback.
Lot area: 2 acres
Lot width: 200'
Lot depth: 200'
Front setback: 40'
Rear setback: 25'
Side setback (of corner lot): 20' (25')
(a) Thoroughfare Street Setback. No building, structures, awnings, canopies, porches or other improvements shall be built or installed within twenty-five (25) feet of the property line facing any thoroughfare street defined as a Highway, Major Arterial, Minor Arterial or Collector as set forth in the City's adopted Thoroughfare Plan.

(2) See Section 14.04.001 (Setback Encroachments) for encroachment allowances into the required setbacks.

(3) Permitted uses. Those uses indicated as being permitted in the "R-A (Single-Family Agricultural) District" in Subsection 14.10 (Use Chart).

(4) Other Regulations.
(a) Site plan. A site plan, *including building elevations,* shall be submitted to and must be approved by the Development Services Director or their designee prior to the issuance of a building permit for new construction or additions to an existing building, structure or changes to the site for residential uses in the R-A

District. *Refer to Subsection 14.06.004 for site plan requirements.*

(b) Floor area. The total floor area of the main building shall not be less than 1,000 square feet.

(c) Building area. The maximum allowable building area in the R-A District shall not exceed 40 percent of the gross area of the lot or tract of land.

(d) Height regulations. No building shall exceed 45 feet.

(e) Parking regulations. Refer to Subsection 14.04.003 for parking regulations.

(f) Landscaping requirements. Refer to Subsection 14.04.006 for landscaping requirements.

(g) Screening regulations. Refer to Subsection 14.04.004 for fences and screening regulations.

(h) Usable Open Space Requirements. Refer to Section 10.03.008 of the Subdivision Ordinance for open space requirements.

(i) Architectural and Building Requirements. Refer to Subsection 14.04.007 for requirements for architectural and building material standards.

(j) Appeals. Refer to Subsection 14.06.010(1) for appeals of an administrative decision.

Sec. 14.02.004 R-E (Estate Residential) District

The R-E (Estate Residential) District is designed to provide for a suitable residential environment for family life on parcels of land with larger lots consisting of a minimum lot area of one (1) acre, while limiting the uses to single-family residences and their community services and facilities. This district is generally appropriate with the Agricultural/Rural and Suburban Neighborhood Future Land Use categories.

(1) Minimum Requirements for Lot Area, Width and Setback.

Lot area: 1 acre
Lot width: 150'
Lot depth: 150'
Front setback: 40'
Rear setback: 40'
Side setback (of corner lot): 20' (25')

(a) Thoroughfare Street Setback. No building, structures, awnings, canopies, porches or other improvements shall be built or installed within twenty-five (25) feet of the property line facing any thoroughfare street defined as a Highway, Major Arterial, Minor Arterial or Collector as set forth in the City's adopted Thoroughfare Plan.

(2) See Section 14.04.001 (Setback Encroachments) for encroachment allowances into the required setbacks.

(3) Permitted Uses. Those uses indicated as being permitted in the "R-E (Estate Residential) District" in Subsection 14.10 (Use Chart).

(4) Other Regulations.

(a) Site Plan. A site plan, *including building elevations,* shall be submitted to and must be approved by the Development Services Director or their designee prior to the issuance of a building permit for new construction or additions to an existing building, structure, or changes to the site for residential uses in the R-E District. *Refer to Subsection 14.06.004 for site plan requirements.*

(b) Floor Area. The total floor area of the main building shall not be less than 1,500 square feet.

~~(c) Building Area. The maximum allowable building area shall not exceed 20~~

~~percent of the gross area of the lot or tract of land.~~

(d) Height Regulations. No building shall exceed 45 feet.

(e) Parking Regulations. Refer to Subsection 14.04.003 for parking regulations.

(f) Landscaping Requirements. Refer to Subsection 14.04.006 for landscaping requirements.

(g) Screening Regulations. Refer to Subsection 14.04.004 for fences and screening regulations.

(h) Usable Open Space Requirements. Refer to Section 10.03.008 of the Subdivision Ordinance for open space requirements.

(i) Architectural and Building Requirements. Refer to Subsection 14.04.007 for requirements for architectural and building material standards.

(j) Appeals. Refer to Subsection 14.06.010(1) for appeals of an administrative decision.

Sec. 14.02.005 R-12 (Single-Family Residential) District

The R-12 (Single-Family Residential) District is designed to provide for a suitable residential environment for family life on parcels of land with larger lots consisting of a minimum lot area of twelve thousand (12,000) square feet, while limiting the uses to single-family residences and their community services and facilities. This district is generally appropriate with the Suburban Neighborhood Future Land Use category.

(1) Minimum Requirements for Lot Area, Width and Setback.

Lot area: 12,000 sq. ft.
Lot width: 80’
Lot depth: 100’
Front setback: 25’
Rear setback: 25’
Side setback (of corner lot): 10’ (15’)

(a) Thoroughfare Street Setback. No building, structures, awnings, canopies, porches or other improvements shall be built or installed within twenty-five (25) feet of the property line facing any thoroughfare street defined as a Highway, Major Arterial, Minor Arterial or Collector as set forth in the City’s adopted Thoroughfare Plan.

(2) See Section 14.04.001 (Setback Encroachments) for encroachment allowances into the required setbacks.

(3) Permitted Uses. Those uses indicated as being permitted in the “R-12 (Single-Family Residential) District” in Subsection 14.10 (Use Chart).

(4) Other Regulations.

(a) Site Plan. A site plan, *including building elevations,* shall be submitted to and must be approved by the Development Services Director or their designee prior to the issuance of a building permit for new construction or additions to an existing building, structure, or changes to the site for residential uses in the R-12 District. *Refer to Subsection 14.06.004 for site plan requirements.*

(b) Floor Area. The total floor area of the main building shall not be less than 1,500 square feet ~~or greater than 3,000 square feet~~.

~~(c) Building Area. The maximum allowable building area shall not exceed 40 percent of the gross area of the lot or tract of land.~~

(d) Height Regulations. No building shall exceed 40 feet.

(e) Parking Regulations. Refer to Subsection 14.04.003 for parking regulations.

(f) Landscaping Requirements. Refer to Subsection 14.04.006 for landscaping

requirements.

(g) Screening Regulations. Refer to Subsection 14.04.004 for fences and screening regulations.

(h) Usable Open Space Requirements. Refer to Section 10.03.008 of the Subdivision Ordinance for open space requirements.

(i) Architectural and Building Requirements. Refer to Subsection 14.04.007 for requirements for architectural and building material standards.

(j) Appeals. Refer to Subsection 14.06.010(1) for appeals of an administrative decision.

Sec. 14.02.006 R-6 (Single-Family Residential) District

The R-6 (Single-Family Residential) District is designed to provide for a low density, residential environment for family life on parcels of land smaller and more compact in size, having a minimum lot area of six thousand (6,000) square feet, while limiting the uses to single-family residences and their community services and facilities. This district is generally appropriate with the Suburban Neighborhood Future Land Use category.

(1) Minimum Requirements for Lot Area, Width and Setback.

Lot area: 6,000 sq. ft.
Lot width: 60'
Lot depth: 100'
Front setback: 20'
Rear setback: 20'
Side setback (of corner lot): 6' (15')

(a) Thoroughfare Street Setback. No building, structures, awnings, canopies, porches or other improvements shall be built or installed within twenty-five (25) feet of the property line facing any thoroughfare street defined as a Highway, Major Arterial, Minor Arterial or Collector as set forth in the City's adopted Thoroughfare Plan.

(2) See Section 14.04.001 (Setback Encroachments) for encroachment allowances into the required setbacks.

(3) Permitted Uses. Those uses indicated as being permitted in the "R-6 (Single-Family Residential district" in the Subsection 14.10 (Use Chart).

(4) Other Regulations.

(a) Site plan. A site plan, *including building elevations,* shall be submitted to and must be approved by the Development Services Director or their designee prior to the issuance of a building permit for new construction or additions to an existing building, structure, or changes to the site for residential uses in the R-6 District. *Refer to Subsection 14.06.004 for site plan requirements.*

(b) Floor Area. The total floor area of the main building shall not be less than 1,000 square feet.

~~(c) Building Area. The maximum allowable building area in the R-6 District shall not exceed 45 percent of the gross area of the lot or tract of land.~~

(d) Height Regulations. No building shall exceed 35 feet.

(e) Parking Regulations. Refer to Subsection 14.04.003 for parking regulations.

(f) Landscaping Requirements. Refer to Subsection 14.04.006 for landscaping requirements.

(g) Screening regulations. Refer to Subsection 14.04.004 for fences and screening regulations.

(h) Usable Open Space Requirements. Refer to Section 10.03.008 of the Subdivision

Ordinance for open space requirements.

(i) Architectural and Building Requirements. Refer to Subsection 14.04.007 for requirements for architectural and building material standards.

(j) Infill Development. Refer to Subsection 14.04.008 for infill development allowances.

(k) Appeals. Refer to Subsection 14.06.010(1) for appeals of an administrative decision.

Sec. 14.02.007 R-5 (Single-Family Residential) District

The R-5 (Single-Family Residential) District is designed to provide for a low density, residential environment for family life on parcels of land smaller and more compact in size, having a minimum lot area of five thousand (5,000) square feet, while limiting the uses to single-family residences and their community services and facilities. This district is generally appropriate with the Suburban Neighborhood or Core Neighborhood Future Land Use categories.

(1) Minimum Requirements for Lot Area, Width and Setback.

Lot area: 5,000 sq. ft.
Lot width: 50'
Lot depth: 100'
Front setback: 20'
Rear setback: 15'
Side setback (of corner lot): 5' (15')

(a) Thoroughfare Street Setback. No building, structures, awnings, canopies, porches or other improvements shall be built or installed within twenty-five (25) feet of the property line facing any thoroughfare street defined as a Highway, Major Arterial, Minor Arterial or Collector as set forth in the City's adopted Thoroughfare Plan.

(2) See Section 14.04.001 (Setback Encroachments) for encroachment allowances into the required setbacks.

(3) Permitted Uses. Those uses indicated as being permitted in the "R-5 (Single-Family Residential) District" in Subsection 14.10 (Use Chart).

(4) Other Regulations.

(a) Site plan. A site plan, *including building elevations,* shall be submitted to and must be approved by the Development Services Director or their designee prior to the issuance of a building permit for new construction or additions to an existing building, structure, or changes to the site for residential uses in the R-5 District. *Refer to Subsection 14.06.004 for site plan requirements.*

(b) Floor Area. The total floor area of the main building shall not be less than 800 square feet. ~~or greater than 3,000 square feet.~~

~~(c) Building Area. The maximum allowable building area shall not exceed 50 percent of the gross area of the lot or tract of land.~~

(d) Height Regulations. No building shall exceed 35 feet.

(e) Parking Regulations. Refer to Subsection 14.04.003 for parking regulations.

(f) Landscaping Requirements. Refer to Subsection 14.04.006 for landscaping requirements.

(g) Screening Regulations. Refer to Subsection 14.04.004 for fences and screening regulations.

(h) Usable Open Space Requirements. *Refer to Section 10.03.008 of the Subdivision Ordinance for open space requirements.* ~~Any contiguous subdivision, including~~

~~multiple phases, developed with twenty-five (25) or more lots shall provide usable open space. Developments with twenty-five (25) to forty-nine (49) lots shall provide usable open space which equals or exceeds five (5) percent of the gross platted area, excluding rights-of-way for major thoroughfares. Developments with fifty (50) or more lots shall provide usable open space which equals or exceeds ten (10) percent of the gross platted area, excluding rights-of-way for major thoroughfares. A contiguous subdivision is defined as: abutting or separated only by a local or collector street to the subdivision. Subdivisions separated by rights-of-way, drainage or utility easements in excess of sixty (60) feet in width shall not be considered as contiguous.~~

(i) Architectural and Building Requirements. Refer to Subsection 14.04.007 for requirements for architectural and building material standards.

(j) Infill Development. Refer to Subsection 14.04.008 for infill development allowances.

(k) Appeals. Refer to Subsection 14.06.010(1) for appeals of an administrative decision.

Sec. 14.02.008 R-4 (Patio Home Residential) District

The R-4 (Patio Home Residential) District is designed to provide for a medium density, residential environment for family life on parcels of land smaller and more compact in size, having a minimum lot area of four thousand (4,000) square feet, while limiting the uses to single-family residences and their community services and facilities. This district is generally appropriate with the Suburban Neighborhood or Core Neighborhood Future Land Use categories.

(1) Minimum Requirements for Lot Area, Width and Setback.

Lot area: 4,000 sq. ft.
Lot width: 40’
Lot depth: 90’
Front setback (front-loaded garage): 20’
Front setback (rear-loaded garage): 10’
Rear setback (front-loaded garage): 15’
Rear setback (rear-loaded garage): 20’
Side setback (of corner lot): 5’ (15’)

(a) Thoroughfare Street Setback. No building, structures, awnings, canopies, porches or other improvements shall be built or installed within twenty-five (25) feet of the property line facing any thoroughfare street defined as a Highway, Major Arterial, Minor Arterial or Collector as set forth in the City’s adopted Thoroughfare Plan.

(b) For lot widths less than 45 feet measured along the front property line, civil plans shall be approved by the Engineering Department prior to final plat submittal to ensure that driveways and curb inlets meet engineering requirements.

(2) See Section 14.04.001 (Setback Encroachments) for encroachment allowances into the required setbacks.

(3) Permitted Uses. Those uses indicated as being permitted in the “R-4 (Patio Home Residential) District” in Subsection 14.10 (Use Chart).

(4) Other Regulations.

(a) Site Plan. A site plan, *including building elevations,* shall be submitted to and must be approved by the Development Services Director or their designee prior

to the issuance of a building permit for new construction or additions to an existing building, structure, or changes to the site for residential uses in the R-4 District. *Refer to Subsection 14.06.004 for site plan requirements.*

(b) Floor Area. The total floor area of the main building shall not be less than 800 square feet ~~or greater than 2,500 square feet~~.

~~1. A Special Exception may be granted by the Board of Adjustment for main buildings exceeding 2,500 square feet, but not exceeding 3,000 square feet. The Special Exception may be granted only if the Board of Adjustment finds that the Special Exception request is not contrary to the public interest, the request does not violate the intent of this subsection or the Comprehensive Plan, and the requested Special Exception would not cause injury to or restrict development on any other parcel of land. In no event shall the number of lots exceeding 2,500 square feet for the main building floor area allowed with a Special Exception exceed 25 percent of the subdivision.~~

~~(c) Building Area. The maximum allowable building area shall not exceed fifty-five (55) percent of the gross area of the lot or tract of land.~~

(d) Height Regulations. No building shall exceed thirty-five (35) feet.

(e) Parking Regulations. Refer to Subsection 14.04.003 for parking regulations.

(f) Landscaping Requirements. Refer to Subsection 14.04.006 for landscaping requirements.

(g) Screening Regulations. Refer to Subsection 14.04.004 for fences and screening regulations.

(h) Usable Open Space Requirements. *Refer to Section 10.03.008 of the Subdivision Ordinance for open space requirements.* ~~Any contiguous subdivision, including multiple phases, developed with twenty-five (25) or more lots shall provide usable open space. Developments with twenty-five (25) to forty-nine (49) lots shall provide usable open space which equals or exceeds five (5) percent of the gross platted area, excluding rights-of-way for major thoroughfares. Developments with fifty (50) or more patio homes shall provide usable open space which equals or exceeds ten (10) percent of the gross platted area, excluding rights-of-way for major thoroughfares. A contiguous subdivision is defined as: abutting or separated only by a local or collector street to the subdivision. Subdivisions separated by rights-of-way, drainage or utility easements in excess of sixty (60) feet in width shall not be considered as contiguous.~~

(i) Architectural and Building Requirements. Refer to Subsection 14.04.007 for requirements for architectural and building material standards.

(j) Infill Development. Refer to Subsection 14.04.008 for infill development allowances.

(k) Appeals. Refer to Subsection 14.06.010(1) for appeals of an administrative decision.

Sec. 14.02.009 R-2F (Duplex Residential) District

The R-2F (Duplex Residential) District is designed to provide for a medium density, duplex residential environment for family life on individual parcels of land smaller and more compact in size, having a minimum lot area of six thousand (6,000) square feet, while limiting the uses to single-family residences and their community services and facilities. Duplex building types are permitted in this district. This district is generally appropriate with the Core Neighborhood

Future Land Use category.

(1) Minimum Requirements for Lot Area, Width and Setback.
Lot area: *8,000 sq. ft.* ~~6,000 sq. ft.~~
Lot width: *80'* ~~60'~~
Lot depth: 100'
Front setback: 20'
Rear setback: 20'
Side setback (of corner lot): 6' (15')

(a) Thoroughfare Street Setback. No building, structures, awnings, canopies, porches or other improvements shall be built or installed within twenty-five (25) feet of the property line facing any thoroughfare street defined as a Highway, Major Arterial, Minor Arterial or Collector as set forth in the City's adopted Thoroughfare Plan.

(2) See Section 14.04.001 (Setback Encroachments) for encroachment allowances into the required setbacks.

(3) Permitted Uses. Those uses indicated as being permitted in the "R-2F (Duplex Residential) district" in Subsection 14.10 (Use Chart).

(4) Other Regulations.

(a) Site Plan. A site plan, *including building elevations,* shall be submitted to and must be approved by the Development Services Director or their designee prior to the issuance of a building permit for new construction or additions to an existing building or structure or changes to the site for residential uses in the R-2F District. *Refer to Subsection 14.06.004 for site plan requirements.*

(b) Floor Area. The total floor area of each dwelling unit shall not be less than 800 square feet.

~~(c) Building Area. The maximum allowable building area shall not exceed fifty-five (55) percent of the gross area of the lot or tract of land.~~

(d) Height Regulations. No building shall exceed 35 feet.

(e) Parking Regulations. Refer to Subsection 14.04.003 for parking regulations.

(f) Landscaping Requirements. Refer to Subsection 14.04.006 for landscaping requirements.

(g) Screening regulations. Refer to Subsection 14.04.004 for fences and screening regulations.

(h) Usable Open Space Requirements. *Refer to Section 10.03.008 of the Subdivision Ordinance for open space requirements.* ~~Any contiguous subdivision, including multiple phases, developed with twenty-five (25) or more lots shall provide usable open space. Developments with twenty-five (25) to forty-nine (49) lots shall provide usable open space which equals or exceeds five (5) percent of the gross platted area, excluding rights-of-way for major thoroughfares. Developments with fifty (50) or more lots shall provide usable open space which equals or exceeds ten (10) percent of the gross platted area, excluding rights-of-way for major thoroughfares. A contiguous subdivision is defined as: abutting or separated only by a local or collector street to the subdivision. Subdivisions separated by rights-of-way, drainage or utility easements in excess of sixty (60) feet in width shall not be considered as contiguous.~~

(i) Architectural and Building Requirements. Refer to Subsection 14.04.007 for requirements for architectural and building material standards.

(j) Infill Development. Refer to Subsection 14.04.008 for infill development

allowances.

(k) Appeals. Refer to Subsection 14.06.010(1) for appeals of an administrative decision.

Sec. 14.02.010 R-TH (Townhome Residential) District

The R-TH (Townhome Residential) District is designed to provide for a medium density, attached residential environment for family life on individual parcels of land smaller and more compact in size, having a minimum lot area of two thousand five hundred (2,500) square feet, while limiting the uses to single-family residences and their community services and facilities. Townhome building types are permitted in this district. This district is generally appropriate with the Core Neighborhood Future Land Use category.

(1) Minimum Requirements for Lot Area, Width and Setback.

Lot area: 2,500 sq. ft.
~~Lot width (front-loaded garage): 25'~~
Lot width ~~(rear-loaded garage)~~: 22'
Lot depth: 100'
~~Front setback (front-loaded garage): 20'~~
Front setback ~~(rear-loaded garage)~~: 10'
~~Rear setback (front-loaded garage): 15'~~
Rear setback ~~(rear-loaded garage)~~: 20'
Street side setback: 15'
Interior side setback: 6'

(a) Thoroughfare Street Setback. No building, structures, awnings, canopies, porches or other improvements shall be built or installed within twenty-five (25) feet of the property line facing any thoroughfare street defined as a Highway, Major Arterial, Minor Arterial or Collector as set forth in the City's adopted Thoroughfare Plan.

(2) See Section 14.04.001 (Setback Encroachments) for encroachment allowances into the required setbacks.

(3) Permitted Uses. Those uses indicated as being permitted in the "R-TH (Townhome Residential) District" in Subsection 14.10 (Use Chart).

(4) Other Regulations.

(a) Site Plan. A site plan, *including building elevations,* shall be submitted to and approved by the Development Services Director or their designee prior to the issuance of a building permit for new construction or additions to an existing building, structure, or changes to the site for residential uses in the R-TH District. *Refer to Subsection 14.06.004 for site plan requirements.*

(b) Floor Area. The total floor area of each dwelling unit shall not be less than 800 square feet.

~~(c) Building Area. The maximum allowable building area shall not exceed sixty-five (65) percent of the gross area of the lot or tract of land.~~

(d) Height Regulations. No building shall exceed 40 feet.

(e) Parking Regulations. Refer to Subsection 14.04.003 for parking regulations.

(f) Landscaping Requirements. Refer to Subsection 14.04.006 for landscaping requirements.

(g) Screening Regulations. Refer to Subsection 14.04.004 for fences and screening regulations.

(h) Usable Open Space Requirements. *Refer to Section 10.03.008 of the Subdivision Ordinance for open space requirements.* ~~Any contiguous subdivision,~~

~~including multiple phases, developed with twenty-five (25) or more lots shall provide usable open space. Developments with twenty-five (25) to forty-nine (49) lots shall provide usable open space which equals or exceeds five (5) percent of the gross platted area, excluding rights-of-way for major thoroughfares. Developments with fifty (50) or more lots shall provide usable open space which equals or exceeds ten (10) percent of the gross platted area, excluding rights-of-way for major thoroughfares. A contiguous subdivision is defined as: abutting or separated only by a local or collector street to the subdivision. Subdivisions separated by rights-of-way, drainage or utility easements in excess of sixty (60) feet in width shall not be considered as contiguous.~~

(i) Parking Garage. Shall be located at the rear of the property with access from an alley. No front-facing garages are permitted.

(j) Architectural and Building Requirements. Refer to Subsection 14.04.007 for requirements for architectural and building material standards.

(k) Infill Development. Refer to Subsection 14.04.008 for infill development allowances.

(l) Appeals. Refer to Subsection 14.06.010(1) for appeals of an administrative decision.

Sec. 14.02.011 MF-15 (Multi-Family Residential) District

The MF-15 (Multi-Family Residential) District is designed to provide for a variety of low intensity multi-family residential including duplexes, townhomes and single-family-for-rent that have multiple dwelling units on one lot. This district is generally appropriate with the Suburban Neighborhood, Core Neighborhood or Technology Hub Future Land Use categories.

(1) Minimum Requirements for Lot Area, Width and Setback.

Lot area: 2 acres
Lot width: 85’
Lot depth: 100’
Front setback: 25’
Rear setback: 25’
Side setback: 25’

(a) Thoroughfare Street Setback. No building, structures, awnings, canopies, porches or other improvements shall be built or installed within twenty-five (25) feet of the property line facing any thoroughfare street defined as a Highway, Major Arterial, Minor Arterial or Collector as set forth in the City’s adopted Thoroughfare Plan.

(2) See Section 14.04.001 (Setback Encroachments) for encroachment allowances into the required setbacks.

(3) Permitted Uses. Those uses indicated as being permitted in the “MF-15 (Multi-Family Residential) District” in Subsection 14.10 (Use Chart).

(4) Other Regulations.

(a) Site Plan. A site plan, *including building elevations and a landscaping plan,* shall be submitted to and must be approved by the Planning and Zoning Commission prior to the issuance of a building permit for new construction or additions to an existing building, structure, or changes to the site for multi-family residential use in the MF-15 District. *Refer to Subsection 14.06.004 for site plan requirements.*

(b) Floor Area. The total floor area of any dwelling unit shall not be less than 800

square feet.

~~(c) Building Area. The maximum allowable building area shall not exceed fifty (50) percent of the gross area of the lot or tract of land.~~

(d) Height Regulations. No building shall exceed 35 feet.

(e) Parking Regulations. Refer to Subsection 14.04.003 for parking regulations.

(f) Landscaping Requirements. Refer to Subsection 14.04.006 for landscaping requirements.

(g) Screening Regulations. Refer to Subsection 14.04.004 for fences and screening regulations.

(h) Maximum Density. Fifteen (15) dwelling units per net acre.

(i) Minimum Building Separation. A minimum building separation between all buildings on the lot shall be ten (10) feet.

(j) Architectural and Building Requirements. Refer to Subsection 14.04.007 for requirements for architectural and building material standards.

(k) Infill Development. Refer to Subsection 14.04.008 for infill development allowances.

(l) Usable Open Space Requirements. Refer to Section 10.03.008 of the Subdivision Ordinance for open space requirements.

(m) Appeals. Refer to Subsection 14.06.010(1) for appeals of an administrative decision.

Sec. 14.02.012 MF-30 (Multi-Family Residential) District

The MF-30 (Multi-Family Residential) District is designed to provide for a variety of medium to high intensity multi-family residential. In addition to the general purposes applying to all residential districts, the regulations of this district are designed to encourage the provision of conveniently located, centrally maintained rental accommodations. This district is generally appropriate with the Suburban Neighborhood, Core Neighborhood Future or Technology Hub Land Use categories.

(1) Minimum Requirements for Lot Area, Width and Setback.

Lot area: 5 acres
Lot width: 85’
Lot depth: 100’
Front setback: 25’
Rear setback: 25’
Side setback: 25’

(a) Thoroughfare Street Setback. No building, structures, awnings, canopies, porches or other improvements shall be built or installed within twenty-five (25) feet of the property line facing any thoroughfare street defined as a Highway, Major Arterial, Minor Arterial or Collector as set forth in the City’s adopted Thoroughfare Plan.

(2) See Section 14.04.001 (Setback Encroachments) for encroachment allowances into the required setbacks.

(3) Permitted Uses. Those uses indicated as being permitted in the “MF-30 (Multi-Family Residential) District” in Subsection 14.10 (Use Chart).

(4) Other Regulations.

(a) Site Plan. A site plan, *including building elevations and a landscaping plan,* shall be submitted to and must be approved by the Planning and Zoning Commission prior to the issuance of a building permit for new construction or additions to an existing building or structure or changes to the site for multi-

family residential use in the MF-30 District. *Refer to Subsection 14.06.004 for site plan requirements.*

(b) Residential Building Setback. Forty (40) feet from any R (residential) zoned property.

~~(c) Building Area. The maximum allowable building area in the MF-30 District shall not exceed fifty (50) percent of the gross area of the lot or tract of land.~~

(d) Height Regulations. No building shall exceed 50 feet.

(e) Parking regulations. Refer to Subsection 14.04.003 for parking regulations.

(f) Landscaping requirements. Refer to Subsection 14.04.006 for landscaping requirements.

(g) Screening regulations. Refer to Subsection 14.04.004 for fences and screening regulations.

(h) Maximum Density. Thirty (30) dwelling units per net acre.

(i) Minimum Building Separation. A minimum building separation between all buildings on the lot shall be ten (15) feet.

(j) Architectural and Building Requirements. Refer to Subsection 14.04.007 for requirements for architectural and building material standards.

(k) Infill Development. Refer to Subsection 14.04.007 for infill development allowances.

(l) Usable Open Space Requirements. Refer to Section 10.03.008 of the Subdivision Ordinance for open space requirements.

(m) Appeals. Refer to Subsection 14.06.010(1) for appeals of an administrative decision.

Sec. 14.02.013 MH (Manufactured Housing) District

The MH (Manufactured Housing) district is intended to provide for accommodations for a specific form of housing, the manufactured home. To provide appropriate standards for density, spacing and use, a separate district is created and designated for the specific purpose of providing, at appropriate locations, areas for the development of manufactured home parks and subdivisions. This district is generally appropriate with the Suburban Neighborhood or Core Neighborhood Future Land Use categories.

(1) Minimum Requirements for Lot Area, Width and Setback.

Lot area: 3,600 sq. ft.
Lot width: 60’
Lot depth: 60’
Front setback: 25’
Rear setback: 10’
Side setback: 10’

(a) Thoroughfare Street Setback. No building, structures, awnings, canopies, porches or other improvements shall be built or installed within twenty-five (25) feet of the property line facing any thoroughfare street defined as a Highway, Major Arterial, Minor Arterial or Collector as set forth in the City’s adopted Thoroughfare Plan.

(2) See Section 14.04.001 (Setback Encroachments) for encroachment allowances into the required setbacks.

(3) Permitted Uses. Those uses indicated as being permitted in the “MH (Manufactured Housing) District” in Subsection 14.10 (Use Chart).

(4) Other Regulations.

(a) Site Plan. A site plan, *including building elevations and a landscaping plan,* for

a new manufactured home park or manufactured home subdivision shall be submitted to and must be approved by the Planning and Zoning Commission prior to the issuance of a building permit for new construction for residential use in the MH District. *Refer to Subsection 14.06.004 for site plan requirements.*

(b) Addition Setback Regulation. No buildings or structures shall be permitted within twenty-five (25) feet of a boundary of a Manufactured Home Park or Manufactured Home Subdivision.

(c) Area Regulation. The minimum site area which may be developed or used for a manufactured home park or subdivision shall be ten (10) acres.

(d) Height regulations. No building shall exceed 35 feet.

(e) Parking regulations. Refer to Subsection 14.04.003 for parking regulations.

(f) Landscaping requirements. Refer to Subsection 14.04.006 for landscaping requirements.

(g) Screening Regulations. Refer to Subsection 14.04.004 for fences and screening regulations.

(h) Utility Regulations. Water and sewer service shall be provided for each lot or manufactured home within the district.

(i) Usable Open Space Requirements. Any development with twenty-five (25) or more lots/units shall provide usable open space. Developments with twenty-five (25) to forty-nine (49) lots/units shall provide usable open space which equals or exceeds five (5) percent of the gross platted area, excluding rights-of-way for major thoroughfares. Developments with fifty (50) or more lots/units shall provide usable open space which equals or exceeds ten (10) percent of the gross platted area, excluding rights-of-way for major thoroughfares.

(j) Architectural and Building Requirements. Refer to Subsection 14.04.007 for requirements for architectural and building material standards.

(k) Appeals. Refer to Subsection 14.06.010(1) for appeals of an administrative decision.

Sec. 14.02.014 C-N (Neighborhood Commercial) District

The C-N (Neighborhood Commercial) district is designed for a limited range of service and light retail land uses and is located at intersections of thoroughfares in the vicinity of residential neighborhoods. This district is generally appropriate with the Suburban Neighborhood, Core Neighborhood, Community Commercial or Downtown Future Land Use categories.

(1) Minimum Requirements for Lot Area, Width and Setback.

Lot area: 10,000 SF
Lot width: 50’
Front setback: 25’
Rear setback: 25’
Side setback: 0’

(a) Thoroughfare Street Setback. No building, structures, awnings, canopies, porches or other improvements shall be built or installed within twenty-five (25) feet of the property line facing any thoroughfare street defined as a Highway, Major Arterial, Minor Arterial or Collector as set forth in the City’s adopted Thoroughfare Plan.

(b) Where lots in the C-N District are abutting a residential district, the side or rear setback shall not be less than twenty-five (25) feet.

(2) See Section 14.04.001 (Setback Encroachments) for encroachment allowances into the required setbacks.

(3) Permitted Uses. Those uses indicated as being permitted in the "C-N (Neighborhood Commercial) District" in Subsection 14.10 (Use Chart).

(4) Other Regulations.

(a) Site Plan. A site plan, *including building elevations and a landscaping plan,* shall be submitted to and must be approved by the Planning and Zoning Commission prior to the issuance of a building permit for new construction or additions to an existing building or structure or changes to the site for commercial use in the C-N District. *Refer to Subsection 14.06.004 for site plan requirements.*

~~(b) Floor Area. The total floor area of any building or buildings on a lot in the C-N District shall not exceed two-fifths of the total number of square feet in the lot (FAR to not exceed 0.4).~~

~~(c) Building Area. The maximum allowable building area in the C-N District shall not exceed 40 percent of the gross area of the lot or tract of land.~~

(d) Height Regulations. No building shall exceed 35 feet.

(e) Parking Regulations. Refer to Subsection 14.04.003 for parking regulations.

(f) Landscaping Requirements. Refer to Subsection 14.04.006 for landscaping requirements.

(g) Screening Regulations: Refer to Subsection 14.04.004 for fences and screening regulations.

(h) Loading docks. Freight docks, service bays, loading docks, truck berths and heavy storage areas shall be screened from all abutting uses, except when the abutting use is determined to be of equal or greater intensity. The aforementioned areas shall be screened from all thoroughfares.

(i) Architectural and Building Requirements. Refer to Subsection 14.04.007 for requirements for architectural and building material standards.

(j) Appeals. Refer to Subsection 14.06.010(1) for appeals of an administrative decision.

Sec. 14.02.015 C-O (Office) District

The C-O (Office) district consists of land occupied by or suitable for a wide range of general office activities. This district is generally appropriate with the Regional Commercial, Community Commercial or Downtown Future Land Use categories.

(1) Minimum Requirements for Lot Area, Width and Setback.

Lot area: 10,000 SF
Lot width: 50'
Front setback: 25'
Rear setback: 25'
Side setback: 15'

(a) Thoroughfare Street Setback. No building, structures, awnings, canopies, porches or other improvements shall be built or installed within twenty-five (25) feet of the property line facing any thoroughfare street defined as a Highway, Major Arterial, Minor Arterial, or Collector as set forth in the City's adopted Thoroughfare Plan.

(b) Where lots in the C-O District abut a residential district, the side or rear yard setback shall not be less than forty (40) feet.

(2) See Section 14.04.001 (Setback Encroachments) for encroachment allowances into the required setbacks.

(3) Permitted Uses. Those uses indicated as being permitted in the "C-O (Office) District" in Subsection 14.10 (Use Chart).

(4) Other required conditions.

(a) Site Plan. A site plan, *including building elevations and a landscaping plan,* shall be submitted to and must be approved by the Planning and Zoning Commission prior to the issuance of a building permit for new construction or additions to an existing building or structure or changes to the site for office uses in the C-O District. *Refer to Subsection 14.06.004 for site plan requirements.*

~~(b) Floor Area. The total floor area of any building or buildings on a lot in the C-O District shall not exceed the total number of square feet in the lot (FAR to not exceed 1.0).~~

~~(c) Building Area. The maximum allowable building area in the C-O District shall not exceed 50 percent of the gross area of the lot or tract of land.~~

(d) Height regulations. No building shall exceed 50 feet.

(e) Parking regulations. Refer to Subsection 14.04.003 for parking regulations.

(f) Landscaping requirements. Refer to Subsection 14.04.006 for landscaping requirements.

(g) Screening regulations. Refer to Subsection 14.04.004 for fences and screening regulations.

(h) Loading docks. Freight docks, service bays, loading docks, truck berths and heavy storage areas shall be screened from all abutting uses, except when the abutting use is determined to be of equal or greater intensity. The aforementioned areas shall be screened from all thoroughfares.

(i) Architectural and Building Requirements. Refer to Subsection 14.04.007 for requirements for architectural and building material standards.

(j) Appeals. Refer to Subsection 14.06.010(1) for appeals of an administrative decision.

Sec. 14.02.016 C-1 (Retail Business) District

The C-1 (Retail Business) district consists of land occupied by or suitable for neighborhood shopping facilities for the retailing of "convenience goods" and the furnishing of certain personal services to satisfy most of the daily needs of the adjacent residential neighborhood. This district is generally appropriate with the Core Neighborhood, Regional Commercial, Community Commercial or Downtown Future Land Use categories.

(1) Minimum Requirements for Lot Area, Width and Setback.

Lot area: 10,000 SF
Lot width: 50'
Front setback: 25'
Rear setback: 25'
Side setback: 15'

(a) Thoroughfare Street Setback. No building, structures, awnings, canopies, porches or other improvements shall be built or installed within twenty-five (25) feet of the property line facing any thoroughfare street defined as a Highway, Major Arterial, Minor Arterial or Collector as set forth in the City's adopted Thoroughfare Plan.

(b) Where lots in the C-1 District abut a residential district, the side or rear yard setback shall not be less than forty (40) feet.

(2) See Section 14.04.001 (Setback Encroachments) for encroachment allowances into the required setbacks.

(3) Permitted Uses. Those uses indicated as being permitted in the "C-1 (Retail Business) District" in Subsection 14.10 (Use Chart).

(4) Other Regulations.

(a) Site Plan. A site plan, *including building elevations and a landscaping plan,* shall be submitted to and must be approved by the Planning and Zoning Commission prior to the issuance of a building permit for new construction or additions to an existing building or structure or changes to the site for commercial uses within the C-1 District. *Refer to Subsection 14.06.004 for site plan requirements.*

~~(b) Floor Area. The total floor area of any building or buildings on a lot in the C-1 District shall not exceed one-half of the total number of square feet in the lot (FAR to not exceed 0.5).~~

~~(c) Building Area. The maximum allowable building area in the C-1 District shall not exceed 50 percent of the gross area of the lot or tract of land.~~

(d) Height Regulations. No building shall exceed 50 feet.

(e) Parking Regulations. Refer to Subsection 14.04.003 for parking regulations.

(f) Landscaping Requirements. Refer to Subsection 14.04.006 for landscaping requirements.

(g) Screening Regulations. Refer to Subsection 14.04.004 for fences and screening regulations.

(h) Loading docks. Freight docks, service bays, loading docks, truck berths and heavy storage areas shall be screened from all abutting uses, except when the abutting use is determined to be of equal or greater intensity. The aforementioned areas shall be screened from all thoroughfares.

(i) Architectural and Building Requirements. Refer to Subsection 14.04.007 for requirements for architectural and building material standards.

(j) Appeals. Refer to Subsection 14.06.010(1) for appeals of an administrative decision.

Sec. 14.02.017 C-2 (General Commercial) District

The C-2 (General Commercial) district consists of land occupied by or suitable for a wide range of retail and wholesale activities. Land in this district is located along major highways and in the vicinity of industrial areas. The C-2 District regulations are designed to permit development of the enumerated functions and to provide space for commercial uses which are generally not appropriate for retail business districts. This district is generally appropriate with the Regional Commercial Future Land Use category.

(1) Minimum Requirements for Lot Area, Width and Setback.

Lot area: 10,000 SF
Lot width: 50’
Front setback: 25’
Rear setback: 25’
Side setback: 15’

(a) Thoroughfare Street Setback. No building, structures, awnings, canopies, porches or other improvements shall be built or installed within twenty-five (25) feet of the property line facing any thoroughfare street defined as a Highway, Major Arterial, Minor Arterial or Collector as set forth in the City’s adopted Thoroughfare Plan.

(b) Where lots in the C-2 District abut a residential district, the side or rear yard setback shall not be less than sixty (60) feet.

(2) See Section 14.04.001 (Setback Encroachments) for encroachment allowances into the required setbacks.

(3) Permitted Uses. Those uses indicated as being permitted in the "C-2 (General Commercial) District" in Subsection 14.10 (Use Chart).

(4) Other Regulations.

(a) Site Plan. A site plan, *including building elevations and a landscaping plan,* shall be submitted to and must be approved by the Planning and Zoning Commission prior to the issuance of a building permit for new construction or additions to an existing building or structure or changes to the site for commercial uses within the C-2 District. *Refer to Subsection 14.06.004 for site plan requirements.*

~~(b) Floor Area. The total floor area of any building or buildings on a lot in the C-2 District shall not exceed one-half of the total number of square feet in the lot (FAR to not exceed 0.5).~~

~~(c) Building Area. The maximum allowable building area in the C-2 District shall not exceed 50 percent of the gross area of the lot or tract of land.~~

(d) Height Regulations. No building shall exceed 35 feet.

(e) Parking Regulations. Refer to Subsection 14.04.003 for parking regulations.

(f) Landscaping Requirements. Refer to Subsection 14.04.006 for landscaping requirements.

(g) Screening Regulations. Refer to Subsection 14.04.004 for fences and screening regulations.

(h) Loading docks. Freight docks, service bays, loading docks, truck berths and heavy storage areas shall be screened from all abutting uses, except when the abutting use is determined to be of equal or greater intensity. The aforementioned areas shall be screened from all thoroughfares.

(i) Architectural and Building Requirements. Refer to Subsection 14.04.007 for requirements for architectural and building material standards.

(j) Appeals. Refer to Subsection 14.06.010(1) for appeals of an administrative decision.

Sec. 14.02.018 M-1 (Light Manufacturing) District

The M-1 (Light Manufacturing) district is designed to provide land for manufacturing and industrial activities subject to limitations intended to protect nearby residential and commercial districts and to protect the permitted uses from one another. Manufacturing District M-1 consists of areas occupied by or suitable for manufacturing, wholesale and other industrial activities, all of a non-nuisance type. This district is generally appropriate with the Technology Hub Future Land Use category.

(1) Minimum Requirements for Lot Area, Width and Setback.

Lot area: 1/2 acre
Lot width: 85'
Front setback: 40'
Rear setback: 25'
Side setback: 25'

(a) Thoroughfare Street Setback. No building, structures, awnings, canopies, porches or other improvements shall be built or installed within twenty-five (25) feet of the property line facing any thoroughfare street defined as a Highway, Major Arterial, Minor Arterial or Collector as set forth in the City's adopted Thoroughfare Plan.

(b) When abutting a residential district, the side or rear setback shall be not less than sixty (60) feet.

(2) See Section 14.04.001 (Setback Encroachments) for encroachment allowances into the

required setbacks.

(3) Permitted uses. Those uses indicated as being permitted in the "M-1 (Light manufacturing) district" in Subsection 14.10 (Use Chart).

(4) Other Regulations.

(a) Site Plan. A site plan, *including building elevations and a landscaping plan,* shall be submitted to and must be approved by the Planning and Zoning Commission prior to the issuance of a building permit for new construction or additions to an existing building or structure or changes to the site for manufacturing use in the M-1 District. *Refer to Subsection 14.06.004 for site plan requirements.*

~~(b) Floor Area. The floor area of any building or buildings on a lot in an M-1 District shall not exceed one and one-half times the number of square feet in the lot (FAR to not exceed 1.5).~~

~~(c) Impervious Cover. The maximum allowable impervious cover shall not exceed 80 percent of the total lot. Impervious cover shall include all roads, driveways, parking areas, buildings, concrete walkways and other impermeable construction covering the natural land surface on the lot.~~

(d) Height Regulation. No building or structure shall exceed 100 feet.

(e) Parking Regulations. Refer to Subsection 14.04.003 for parking regulations.

(f) Landscaping Requirements. Refer to Subsection 14.04.006 for landscaping requirements.

(g) Screening Regulations. Refer to Subsection 14.04.004 for fences and screening regulations.

(h) Loading docks. Freight docks, service bays, loading docks, truck berths and heavy storage areas shall be screened from all abutting uses, except when the abutting use is determined to be of equal or greater intensity. The aforementioned areas shall be screened from all thoroughfares.

(i) Architectural and Building Requirements. Refer to Subsection 14.04.007 for requirements for architectural and building material standards.

(j) Appeals. Refer to Subsection 14.06.010(1) for appeals of an administrative decision.

Sec. 14.02.019 M-1.5 (Medium Manufacturing) District

The M-1.5 (Medium Manufacturing) district consists of areas occupied by or suitable for manufacturing and industrial activities whose generator of nuisance effects is ordinarily greater than that of industries permitted in the M-1 District. Zoning or rezoning to this classification will not be permitted after December 5, 2022.

(1) Minimum Requirements for Lot Area, Width and Setback.

Lot area: 1/2 acre
Lot width: 85'
Front setback: 40'
Rear setback: 25'
Side setback: 25'

(a) Thoroughfare Street Setback. No building, structures, awnings, canopies, porches or other improvements shall be built or installed within twenty-five (25) feet of the property line facing any thoroughfare street defined as a Highway, Major Arterial, Minor Arterial or Collector as set forth in the City's adopted Thoroughfare Plan.

(b) When abutting a residential district, the side or rear yard shall be not less than sixty (60) feet.

(2) See Section 14.04.001 (Setback Encroachments) for encroachment allowances into the required setbacks.

(3) Permitted Uses. Those uses indicated as being permitted in the "M-1.5 (Medium Manufacturing) District" in Subsection 14.10 (Use Chart).

(4) Other Regulations.

(a) Site Plan. A site plan, *including building elevations and a landscaping plan,* shall be submitted to and must be approved by the Planning and Zoning Commission prior to the issuance of a building permit for new construction or additions to an existing building or structure or changes to the site for manufacturing use in the M-1 District. *Refer to Subsection 14.06.004 for site plan requirements.*

~~(b) Floor area. The floor area of any building or buildings on a lot in an M-1.5 District shall not exceed one and one-half times the number of square feet in the lot (FAR to not exceed 1.5).~~

~~(c) Impervious Cover. The maximum allowable impervious cover shall not exceed 80 percent of the total lot. Impervious cover shall include all roads, driveways, parking areas, buildings, concrete walkways and other impermeable construction covering the natural land surface on the lot.~~

(d) Height Regulation. No building or structure shall exceed 150 feet.

(e) Parking Regulations. Refer to Subsection 14.04.003 for parking regulations.

(f) Landscaping Requirements. Refer to Subsection 14.04.006 for landscaping requirements.

(g) Screening Regulations. Refer to Subsection 14.04.004 for fences and screening regulations.

(h) Loading docks. Freight docks, service bays, loading docks, truck berths and heavy storage areas shall be screened from all abutting uses, except when the abutting use is determined to be of equal or greater intensity. The aforementioned areas shall be screened from all thoroughfares.

(i) Architectural and Building Requirements. Refer to Subsection 14.04.007 for requirements for architectural and building material standards.

(j) Appeals. Refer to Subsection 14.06.010(1) for appeals of an administrative decision.

Sec. 14.02.020 M-2 (Heavy Manufacturing) District

Manufacturing District M-2 consists of areas occupied by or suitable for manufacturing and industrial activities whose generator of nuisance effects is ordinarily greater than that of industries permitted in the M-1 District. This district is generally appropriate with the Technology Hub Future Land Use category.

(1) Minimum Requirements for Lot Area, Width and Setback.

Lot area: 1 acre
Lot width: 150'
Front setback: 40'
Rear setback: 25'
Side setback: 25'

(a) Thoroughfare Street Setback. No building, structures, awnings, canopies, porches or other improvements shall be built or installed within twenty-five (25) feet of the property line facing any thoroughfare street defined as a Highway, Major Arterial, Minor Arterial or Collector as set forth in the City's adopted Thoroughfare Plan.

(b) When abutting a residential district, the side or rear yard shall be not less than

seventy-five (75) feet.

(2) See Section 14.04.001 (Setback Encroachments) for encroachment allowances into the required setbacks.

(3) Permitted Uses. Those uses indicated as being permitted in the "M-2 (Heavy Manufacturing) District" in Subsection 14.10 (Use Chart).

(4) Other Regulations.

(a) Site Plan. A site plan, *including building elevations and a landscaping plan,* shall be submitted to and must be approved by the Planning and Zoning Commission prior to the issuance of a building permit for new construction or additions to an existing building or structure or changes to the site for manufacturing use in the M-2 District. *Refer to Subsection 14.06.004 for site plan requirements.*

~~(b) Floor Area. The floor area of any building or buildings on a lot in an M-2 District shall not exceed one and one-half times the number of square feet in the lot (FAR to not exceed 1.5).~~

~~(c) Impervious Cover. The maximum allowable impervious cover shall not exceed 80 percent of the total lot. Impervious cover shall include all roads, driveways, parking areas, buildings, concrete walkways and other impermeable construction covering the natural land surface on the lot.~~

(d) Height Regulation. No building or structure shall exceed 150 feet.

(e) Parking Regulations. Refer to Subsection 14.04.003 for parking regulations.

(f) Landscaping Requirements. Refer to Subsection 14.04.006 for landscaping requirements.

(g) Screening Regulations. Refer to Subsection 14.04.004 for fences and screening regulations.

(h) Loading docks. Freight docks, service bays, loading docks, truck berths and heavy storage areas shall be screened from all abutting uses, except when the abutting use is determined to be of equal or greater intensity. The aforementioned areas shall be screened from all thoroughfares.

(i) Architectural and Building Requirements. Refer to Subsection 14.04.007 for requirements for architectural and building material standards.

(j) Appeals. Refer to Subsection 14.06.010(1) for appeals of an administrative decision.

…

ARTICLE 14.04 SUPPLEMENTARY DISTRICT REGULATIONS

…

Sec. 14.04.007 Architectural and Building Requirements.

(a) Purpose. The purpose of this section is to set forth the minimum standards for the appearance of single-family residential (attached or detached), multi-family residential, and non-residential buildings. These standards are intended to enhance property values and promote the City's general welfare. They are not intended to restrict architectural creativity or require adherence to specific architectural styles or concepts.

(b) Architectural Diversity Standards.

(1) For the purposes of this section, the following words shall be interpreted to mean as follows:

(A) "Adjacent lots" means lots that adjoin or share side property lines or lots in which, although separated by a street, front property lines overlap another by more than 30 percent.

(B) "Streetscape" means the facades of single-family dwellings on both sides of a street. The length of a streetscape shall be limited to no more than 20 lots per side of street.

(2) No two single-family dwellings of similar front elevation or facade shall be constructed or located on adjacent lots; nor shall there be constructed or located single-family dwellings of similar front elevation or facade constituting more than 20 percent of the single-family dwellings in any streetscape. Front elevations or facades shall be deemed to be similar when there is no substantial difference in roof lines; and no substantial change in windows of either size, location or type; and either no change in the color of materials used (rather than a change in shade), or no substantial change in the kind of materials. The examples of similarity or dissimilarity set forth in this section are not intended to categorize all dwelling designs which may be presented to the Building Official.

(A) Roof Lines.

(i) For the purpose of this section, the following differences in the roof lines of single-family dwellings as seen from the front of the dwelling shall be deemed sufficient to render buildings containing such changes and built on adjacent lots to be dissimilar:

a. Changing gable roofs to hip roofs;

b. Changing hip roofs to gable roofs;

c. Providing an intersecting gable roof on the main gable roof, provided that the height of the intersection roof is at least 50 percent of the height of the main roof;

d. Providing an intersecting hip roof on the main hip roof; provided that, the height of the intersecting hip roof is at least 50 percent of the height of the main roof;

e. Subject to review by the Building Official, a shed roof, when used as a front porch roof for a minimum of 50 percent of the entire width of the house, excluding area of garage;

f. Subject to review by the Building Official, a substantial difference in roof line shall be deemed to exist if the front soffit is increased significantly and is combined with columns at least six inches in width or other architectural features of a similar magnitude which reach the roof line of the highest story; and

g. Rotating gable roofs 90 degrees on the building.

(B) The following changes shall not be deemed sufficient to make adjacent structures dissimilar:

(i) Gable roof atop hip roof;

(ii) Hip roof atop gable roof;

(iii) Small gable or hip projections above windows;

(iv) Window dormers;

(v) Change in soffit overhang or minor variation in eave height; and

(vi) Skylight and cupola.

(C) Windows.

(i) For the purpose of this section, the following differences in the size, location or type of windows shall be deemed sufficient to render buildings containing such changes and built on adjacent lots to be dissimilar:

a. Changing from single windows to a multiple window arrangement (ganged units);

b. Changing from multiple window arrangement to single window;

c. Changing the type of windows (e.g., casement to double hung); and

d. Providing a bay or bow window in the area of the predominant window.

(ii) The following change shall not be deemed sufficient to constitute a substantial change in windows: The addition or subtraction of muntin bars (dividing lights).

(iii) Where, because of its size, location or design, one window is the predominant window on the front elevation or facade, if the size, location or type of that window is changed to render the dwelling dissimilar, then no other window need be changed.

(D) Construction Material or Color.

(i) For the purpose of this section, the following differences in construction material between adjacent single-family dwellings as seen from the front of the dwellings shall be deemed sufficient to render buildings containing such changes and built on adjacent lots to be dissimilar.

a. Brick facing;

b. Stone facing; and

c. Stucco facing.

(ii) When materials are changed, the change must occur throughout the front facade or elevation for a minimum of one story in height.

(iii) Color change shall be made by significant changes in adjacent colors. The change must be one of color rather than merely of the shade.

(3) Single-family dwellings shall be required to provide at least three (3) of the following architectural elements:

(A) 100 percent of each elevation is finished with masonry materials including, but not limited to, brick, stone, synthetic stone, but excluding stucco;

(B) The front façade contains two types of complementary masonry materials, excluding stucco, with each of the materials being used on at least 25 percent of the front façade;

(C) A minimum of 10 percent of the dwelling's front façade features patterned brick work, excluding soldier or sailor brickwork provided in association with a door or window;

(D) No pitched roof plane with a horizontal length longer than 20 feet exists;

(E) The dwelling only features one-car garage doors that have a carriage

style design. These doors typically feature vertical slats, high windows, antiqued hardware, and additional detailing to give the appearance of swinging or sliding doors;

(F) The dwelling chimney is finished on all sides with 100 percent masonry finishing materials (excluding stucco);

(G) A minimum of three offsets in the front façade measuring at least two feet deep are provided or a minimum of one offset in the front façade measuring at least five feet is provided.

(H) The dwelling features an articulated front entrance through the use of lintels, pediments, keystones, pilasters, arches, columns, or other similar architectural elements;

(I) A covered front porch which is at least 100 square feet in area is provided;

(J) A covered back porch which is at least 200 square feet in area is provided;

(K) At least one dormer is provided for each roof plane over 500 square feet in area that faces a public street. The dormer must be appropriately scaled for the roof plane and shall not be wider than the windows on the building elevation below;

(L) All windows facing a street feature shutters. The shutters provided must be operational or appear operational and must be in scale with the corresponding window; or

(M) All ground level mechanical, heating, ventilation, and air conditioning equipment opaque screening device that is at least six feet tall.

(4) Multi-family buildings shall be required to provide at least four (4) of the following architectural elements:

(A) 100 percent of each elevation is finished with masonry materials including, but not limited to, brick, stone, synthetic stone, but excluding stucco;

(B) Awnings/canopies;

(C) Balconies (a minimum of twenty-five (25) square feet in size);

(D) Dormers;

(E) Offsets within each building (minimum of twenty (20) feet to receive credit);

(F) Porches, recessed or projecting (a minimum of twenty-five (25) square feet in size);

(G) Stoops (a minimum of two (2) feet tall by four (4) feet wide);

(H) Varied roof height in building (minimum ten (10) foot difference).

(c) Exterior Finishing Materials. Enforcement of the following building materials standards is subject to Chapter 3000 of the Texas Government Code.

(1) Single-Family Requirements.

(A) Front Elevation. 100% of this elevation shall be finished with masonry materials including, but not limited to, brick, stone, synthetic stone, or stucco: however, no more than 50 percent of this elevation shall be finished with stucco.

(B) Side and Rear Elevation. 50% of this elevation shall be finished with masonry materials including, but not limited to, brick, stone, synthetic stone, or stucco; however, no more than 50% of this elevation shall be finished with stucco. The remaining 25 percent may be finished with

wood lap siding, Hardie Board, LP Smart Siding, ~~vinyl siding~~, cementitious siding ~~cast concrete modular siding~~, or EIFS. Sheet siding fabricated to look like wood lap siding is prohibited.

~~(C) Rear Elevation. 50% of this elevation shall be finished with masonry materials including, but not limited to, brick, stone, synthetic stone or stucco. The remaining 50% may be finished with wood lap siding, vinyl siding, cast concrete modular siding, or EIFS. Sheet siding fabricated to look like wood lap siding is prohibited.~~

(D) Walls Above the Roof Line. Walls provided in conjunction with an architectural element located above the roof line (example: walls for dormers) may only be finished with brick, stone, synthetic stone, stucco, wood lap siding, ~~vinyl siding~~, cementitious siding, ~~cast concrete modular siding~~, or EIFS. Sheet siding fabricated to look like wood lap siding is prohibited.

(E) Calculation of Percentages. The percentages set forth above are calculated exclusive of doors and windows.

(2) Multifamily Requirements.

(A) The first story of every multifamily building including accessory buildings shall have 100 percent masonry exclusive of doors and windows. The second story and above may use masonry, three-phase stucco/plaster, EIFS, and/or cementitious siding/Hardie-board siding exclusive of doors and windows.

(B) ~~EIFS or~~ Architecturally finished metal materials, not including corrugated metal, shall not be allowed on more than 20 percent of each elevation.

(C) Wood and/or vinyl siding are not permitted as an exterior finishing material.

(D) The following materials are allowed for roofs:

(i) Asphalt shingles;

(ii) Industry-approved synthetic shingles;

(iii) Standing seam metal;

(iv) Clay, concrete, or slate tile;

(v) Flat roofs that include a parapet screening and feature a well-defined cornice treatment; and

(vi) Single-Ply Membrane Roofing.

(E) Aluminum siding or cladding, galvanized steel, or other bright metal, wood or plastic siding, cementitious siding, unfinished concrete block, exposed aggregate, wood roof shingles and reflective glass are all prohibited as roofing materials.

(3) Non-Residential Requirements.

(A) All buildings shall have 100 percent masonry on the elevations or facades facing a public street exclusive of doors and windows. Acceptable masonry finishing materials are brick, three-phase stucco/plaster, EIFS, stone and/or cast stone, including slate, flagstone, granite, limestone, and marble.

(B) Rear and side elevations or facades not facing a public street may be constructed with masonry, three-phase stucco/plaster, and/or cementitious siding/Hardie-board siding.

(C) ~~EIFS or~~ Architecturally finished metal materials, not including

corrugated metal, shall be allowed on the rear and side elevations, but no more than 50 percent of the front or side elevation facing a public street.

(D) Wood or vinyl siding is not permitted as an exterior finishing material.

(E) The following materials are allowed for roofs:

(i) Asphalt shingles;

(ii) Industry-approved synthetic shingles;

(iii) Standing seam metal;

(iv) Clay, concrete, or slate tile;

(v) Flat roofs that include a parapet screening and feature a well-defined cornice treatment; and

(vi) Single-Ply Membrane Roofing.

(F) Aluminum siding or cladding, galvanized steel, or other bright metal, wood or plastic siding, cementitious siding, unfinished concrete block, exposed aggregate, wood roof shingles and reflective glass are all prohibited as roofing materials.

Sec. 14.04.008 Infill Development.

(a) Purpose. The purpose of this section is to encourage responsible growth within the City by supporting infill development on vacant or underused lots or parcels of land in existing neighborhoods. This section intends to make better use of existing roads, utilities, and public services while helping to create more housing opportunities. Infill development should fit the character of the surrounding area and support safe, walkable, and connected communities. This section provides clear guidelines to help ensure new development improves the quality of life for current and future residents.

(b) For purposes of this section, the following words shall be interpreted to mean as follows:

(1) "Fire protection" means the implementation of infrastructure and access necessary to support fire prevention and emergency response. This includes the proper installation and spacing of fire hydrants with sufficient water supply and pressure, as well as the construction of access roads that are adequately wide, load-bearing, and navigable for fire and emergency vehicles.

(2) "Streetscape" means the facades of single-family dwellings on both sides of a street. The length of a streetscape shall be limited to no more than 20 lots per side of street.

(c) Applicability. This section applies to any vacant lot or parcel of land in which: (1) at least 80 percent of the land within a 300-foot radius of the boundaries of the subject lot or parcel is built out and occupied, and of the land within that 300-foot radius, Grayson County Central Appraisal District records show that at least 80 percent of the existing, primary structures were completed more than 15 years before the date of application for infill development; (2) streets and fire protection are provided; (3) the zoning district applicable to the vacant lot or parcel is MF-30, R-6, R-5, or R-4; and (4) the vacant lot or parcel does not exceed 12,000 square feet in area.

(d) General Standards.

(1) The Director may administratively approve modifications to the land use, minimum lot area, lot width and setback requirements if the modifications are consistent with the as-built standards prevalent along the streetscape. However, in no event shall any approved modification be less restrictive or

more intensive than the standards set forth in the R-4 (Patio home) Residential District, Section 14.02.008.

(2) Architectural and Building Requirements. The standards set forth in Section 14.04.007 do not apply; however, new buildings shall be constructed to be consistent with the architectural design and building materials prevalent along the streetscape.

(3) Parking Garage Exemption. Garage parking required under Section 14.04.003(c)(2)(A) may be waived by the Director if more than 50 percent of the homes within the streetscape do not have garages.

(4) The vacant lot or parcel on which any building is to be constructed under this section is part of a plat of record, approved by the City and filed for record with the County Clerk.

(5) Plat Exemption. A building permit may be issued before a plat is recorded for the vacant lot or parcel on which any building is to be constructed under this section, in accordance with Section 14.06.002, provided that a preliminary plat has been approved no earlier than 2 years before the date of issuance of the building permit and a final plat is recorded before any certificate of occupancy is issued.

…

ARTICLE 14.06 DEVELOPMENT PROCEDURES

…

Sec. 14.06.004 Site Plan Requirements

…

(b) General standards.

~~(1) A site plan is a plan of development drawn to scale indicating:~~

~~(A) The location and arrangement of buildings on the subject property.~~

~~(B) Building setbacks and yards.~~

~~(C) Landscaping and/or walls and fences for screening purposes.~~

~~(D) Off-street parking and loading areas and design of ingress and egress to and from abutting streets.~~

~~(E) Zoning of adjacent property.~~

~~(F) The location of screened trash receptors.~~

~~(G) Fire lanes.~~

~~(H) When required, a site tabulation table including:~~

~~(i) Gross square feet of each structure.~~

~~(ii) Gross square feet of property.~~

~~(iii) Required parking.~~

~~(iv) Parking provided.~~

~~(v) Current zoning.~~

~~(vi) Proposed zoning.~~

~~(vii) Hard surface/impervious area (square feet).~~

~~(viii) Landscaped area (square feet).~~

~~(ix) Floor-to-area ratio (FAR).~~

(1) A site plan is a set of development plans drawn to scale including:

(A) Site Plan:

(i) The location and arrangement of buildings on the subject property.

(ii) Building setbacks, yards, and easements.

(iii) Off-street parking and loading areas and design of ingress and egress to and from abutting streets.

(iv) Zoning of adjacent property.

(v) The location of screened trash receptors.

(vi) Fire lanes and the location of fire department connections (FDCs).

(vii) A site table indicating the following:

a. Gross square feet of each structure.

b. Gross square feet of property.

c. Required parking.

d. Parking provided.

e. Current zoning.

f. Proposed zoning.

g. Hard surface/impervious area (square feet).

h. Landscaped area (square feet).

i. Floor-to-area ratio (FAR).

(B) Landscaping Plan compliant with Subsection 14.04.006:

(i) The location and arrangement of buildings on the subject property.

(ii) The location and arrangement of tree plantings on the site.

(iii) Off-street parking and loading areas and design of ingress and egress to and from abutting streets.

(iv) Public and private sidewalks.

(v) Planting schedule including a list of proposed shade and ornamental trees.

(vi) Landscape buffers.

(vii) A site table indicating the following:

a. Gross square feet of property.

b. Landscaped area (square feet).

c. Hard surface/impervious area (square feet).

d. Required tree mitigation (caliper inches).

e. Provided tree plantings (caliper inches).

(C) Building Elevations Plan compliant with Subsection 14.04.007:

(i) 2-Dimensional drawing demonstrating the elevation of each wall face for each proposed building on the site.

(ii) Elevations may be drawn in color or grayscale.

(iii) The building height measured from the floor to the highest point of the structure for each elevation.

(iv) Color of the building materials shall be included as required by ordinance.

(v) Building materials shall be indicated.

(vi) A table indicating the following:

a. Required architectural features included as required by ordinance.

b. Percentage of building materials as required by

ordinance.

(2) Site plans ~~for new commercial project~~ shall be prepared by a design professional (architect, engineer, surveyor, etc.) except as listed below:

(A) Temporary use permits.

(B) Additions to existing buildings under one thousand (1,000) square feet.

(C) Zoning exhibits associated with zone change requests.

…

(4) Initiation, complete application and expiration.

…

(D) The authority responsible for approving site plans must approve a site plan that satisfies the requirements of this Chapter and other applicable law.

…

ARTICLE 14.08 DEFINITIONS

Sec. 14.08.001 Definitions.

…

Dwelling, townhome. A single-family dwelling with a single-unit structure in a row of at least three (3) or more such units in which each unit has its own access to the outside, no unit is located over another, each is separated from any other unit by one (1) or more common fire-resistant walls, and each unit is on an individually platted lot. *Every common wall shall consist of a minimum of 80 percent of the side wall of each abutting unit.*

…"

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

SECTION 5: Penalty. Any person, firm, corporation or entity violating any provision of this Ordinance or the Zoning Ordinance, as they exist or may be amended, shall be deemed guilty of a misdemeanor, and on conviction thereof, shall be fined in an amount not exceeding TWO THOUSAND AND NO/100 DOLLARS ($2,000.00) or the highest amount allowed under applicable law, whichever is lowest. A violation of any provision of this Ordinance shall constitute a separate violation for each calendar day in which it occurs. Allegation and evidence of a culpable mental state is not required for proof of any offense defined in this Ordinance. The penal provisions imposed under this Ordinance shall not preclude Sherman from filing suit to enjoin the violation. Sherman retains all legal rights and remedies available to it pursuant to local, state and federal law.

SECTION 6: Severability. Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional and/or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed

this Ordinance, and each section, subsection, clause or phrase thereof, regardless of whether any one or more sections, subsections, sentences, clauses or phrases is declared unconstitutional and/or invalid.

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

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

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

_____
SHAWN TEAMANN, MAYOR

ATTEST:

_____
TERI FINE, CITY CLERK

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

_____
RYAN D. PITTMAN, CITY ATTORNEY

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. I.12.

Meeting Date: 11/17/2025

Prepared By: Rob Rae, Developmental Services Director

Approved By: Zachary Flores, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6899

Amending The Code Of Ordinances Of The City Of Sherman, Texas, Chapter 14 (Zoning Ordinance), Article 14.08 (Definitions) And Article 14.10 (Use Chart); Prescribing New Regulations Relating To The Land Uses Of Massage Establishments, Truck Stops, Household Care Facilities And Donation Boxes; Defining Terms; Providing A Penalty Clause With A Maximum Fine Of $2,000, Savings/Repealing Clause, Severability Clause And An Effective Date; Providing For The Publication Of The Caption Hereof

Issue:

Amending The Code Of Ordinances Of The City Of Sherman, Texas, Chapter 14 (Zoning Ordinance), Articles 14.08 (Definitions) And 14.10 (Use Chart); Modifying Certain Existing Regulations And Prescribing New Regulations Relating To The Land Use Of Massage Establishments, Truck Stops, Household Care Facilities, And Clothing Donation Bins.

Background:

Staff presented to the Council Zoning Sub-committee on October 13, 2025 a recommendation to create or modify the regulations of certain uses in the zoning ordinance. The following is a summary of the recommended changes:

Donation Box: Clothing donation boxes have been located on properties throughout the City and some have become a nuisance due to illegal dumping. In some cases, the property owner has not provided approval to the clothing bin owner to place the donation box on their property. The proposed ordinance provides conditional uses and specifies the requirements for the location of donation bins on commercial zoned properties.

Household Care Facility: The State of Texas regulates household care facilities; however this addition to the zoning ordinance provide a clear definition of what a household care facility and in what zoning districts household care facilities are permitted.

Massage Establishment: Staff is recommending that massage establishments require a Specific Use Permit in commercial zoned property to operate in the City of Sherman.

Truck Stop: This is a use that is currently not defined in the zoning ordinance and staff is recommending to be included as a Specific Use Permit in C-2, or manufacturing districts.

Capital Improvement Program:

N/A

Origination:

Development Services

Financial Consideration:
None

Staff Recommendation:
At the October 14, 2025, special called meeting, the Planning and Zoning Commission voted 6/0 to recommend to City Council that the Ordinance be approved.

Alternatives:
As directed by Council

Attachments:
1. Ordinance No. 6899

ORDINANCE NO. 6899

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING THE CODE OF ORDINANCES OF THE CITY OF SHERMAN, TEXAS, CHAPTER 14 (ZONING ORDINANCE), ARTICLE 14.08 (DEFINITIONS) AND ARTICLE 14.10 (USE CHART); PRESCRIBING NEW REGULATIONS RELATING TO THE LAND USES OF MASSAGE ESTABLISHMENTS, TRUCK STOPS, HOUSEHOLD CARE FACILITIES AND DONATION BOXES; DEFINING TERMS; PROVIDING A PENALTY CLAUSE WITH A MAXIMUM FINE OF $2,000, SAVINGS/REPEALING CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW

WHEREAS, the City Council of the City of Sherman, Texas ("City Council") finds that it is necessary to amend Chapter 14 (Zoning Ordinance) of the Code of Ordinances, City of Sherman, Texas ("Code of Ordinances") for the purpose of prescribing new regulations relating to the land uses of massage establishments, truck stops, household care facilities and donation boxes; and

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

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

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

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

SECTION 2: Amendment to the Code of Ordinances, Chapter 14 (Zoning Ordinance). Article 14.08 (Definitions) and Article 14.10 (Use Chart) of the Code of Ordinances are amended as follows[1]:

"**ARTICLE 14.08 DEFINITIONS**

Sec. 14.08.001 Definitions.

…

Donation Box. Any drop-off box, container, receptacle, trailer or similar facility that accepts donated textiles, clothing, shoes, books, toys, household items and/or other salvageable personal

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

property items to be used by the operator for distribution, resale or recycling.

…

Household Care Facility. A dwelling unit that provides residence and care to not more than 8 persons, regardless of legal relationship, who are elderly; disabled; orphaned, abandoned, or neglected children; victims of domestic violence; convalescing from illness; terminally ill; or rendered temporarily homeless due to fire, natural disaster, or financial setbacks, living together with at least one, but no more than 2 caregivers as a single household. Where applicable, a household care facility shall have appropriate licensing and/or registration by the State of Texas.

…

Massage Establishment. A place of business that advertises or offers massage therapy, as defined in Section 455.001 of the Texas Occupations Code, or other massage services. The term includes a place of business that advertises or offers any service described by a derivation of the terms "massage therapy" or "other massage services." A massage establishment may employ only state-licensed massage therapists to perform massage therapy and must comply with Article 4.09 of this Code. The term "massage" does not include diagnosis or treatment of illness or disease or any service or procedure for which a license to practice medicine, chiropractic, physical therapy or podiatry is required by law.

…

Truck Stop. An establishment engaged primarily in the fueling, servicing, repair or parking of tractor trailers or similar heavy commercial vehicles, including the sale of accessories and equipment for such vehicles. A truck stop may also include as secondary uses overnight accommodations, showers, or restaurant facilities primarily for the use of truck crews.

…

ARTICLE 14.10 USE CHART

Sec. 14.10.001 Use Chart.

…

(d) Use Chart. …

[*The remainder of this page intentionally left blank.*]

Use Type	R-A	R-E	R-12	R-6	R-5	R-4	R-TH	R-2F	MF-15	MF-30	MH	C-N	C-O	C-1	C-2	M-1	M-1.5	M-2
…																		
Educational and Institutional Uses																		
…																		
Household Care Facility	*P*	*P*	*P*	*P*	*P*	*P*	*P*	*P*	*P*	*P*	*P*							
…																		
Commercial, Retail, and Services Uses																		
…																		
Donation Box												*[12]*	*[12]*	*[12]*	*[12]*			
…																		
Massage Establishment												*SUP*	*SUP*	*SUP*	*SUP*			
…																		
Truck Stop															*SUP*	*SUP*	*SUP*	*SUP*
…																		

[*The remainder of this page intentionally left blank.*]

…

[12] Donation Box.

(a) Donation boxes are permitted as a secondary use to a commercial primary use on the property.

(b) No more than one (1) donation box may be permitted for placement on any one lot. In the case of a shopping center or office development that consists of multiple platted lots, the Director of Development Services shall treat the shopping center or office development as if it is only one contiguous lot. In the case of a shopping center or office development, the Director of Development Services shall permit a single additional donation box, provided that neither box is within fifty (50) feet of the other, unless both donation boxes are operated by the same person.

(c) The placement and size of donation boxes shall comply with the following:

(1) Donation boxes shall not be located in a designated parking or loading space.

(2) Donation boxes shall conform to all applicable building setbacks on the property.

(3) Donation boxes shall be located so as to facilitate pickup of donated items by the operator or collection agency.

(4) Donation boxes shall be located within twenty-five (25) feet of the front façade of a building. For the purposes of this subsection, a front façade of a building shall mean the primary entrance point for the public. Donation boxes shall not be located in the rear of any building which is not a pad site (defined as a nonresidential building of 6,000 square feet or less).

(5) Donation boxes may be located in the rear of pad sites (defined as a nonresidential building of 6,000 square feet or less) provided that they meet the other locational criteria.

(6) Donation boxes shall be located a minimum distance of twenty-five (25) feet away from the intersection of two (2) or more fire lanes and/or drive aisles, with the distance measured from the intersecting center lines of the fire lanes and/or drive aisles.

(7) The maximum dimensions of a donation box shall be twelve (12) feet in width, twelve (12) feet in depth and seven (7) feet in height.

(8) Donation boxes shall not be located within in any required landscape buffers.

(9) *Donation boxes shall not be located in any designated open space areas.*

(d) Approval process for donation boxes.

(1) The placement of donation boxes must be approved as part of a site plan approved by the Director of Development Services.

(2) The property owner shall sign and notarize the development application for the site plan authorizing the placement of the donation box on the property.

(3) A decal to allow a donation box to be placed and used at a designated location shall be issued by Development Services at the time of the approval of the site plan. The decal shall be placed on the donation box in a visible location to identify the donation box as an allowed use on the property. In addition to the decal, each donation box shall clearly indicate in writing the

name and contact information of the operator of the box on the front side of the box. The size of lettering for the notice shall not be less than one-half inch in height.

(4) The operator of the donation box shall serve as the applicant on the development application. A separate application is required for each donation box operator for each site. If the donation box operator changes, the new operator must submit a new site plan prior to the change in operation.

(5) The site plan shall detail a service plan for each donation box. The operator of each donation box shall be responsible for collecting the contents of the donation box to prevent overflow and littering and shall pick up all donated items at least once per week. The service plan shall include information regarding how many times a week donated items will be collected, the time of day the items will be collected, a vehicular circulation plan and a graffiti and litter abatement plan.

(e) Required maintenance of donation boxes and drop-off collection areas.

(1) The operator of each donation box shall keep the real property situated within twenty-five (25) feet of the location of a donation box clean and free of trash, debris, broken glass, coat hangers, clothes, clothing accessories or excess donations.

(2) The donation box operator and the real property owner shall be jointly and severally liable and responsible for the maintenance, upkeep and servicing of the donation box and the cleanup and removal of any donations left on the property outside of the donation box.

(3) A violation of this Subsection 14.10.001(d)[12] shall constitute a public nuisance, and the City shall have the authority to abate any such violation as such. This provision does not exclude or limit the use of any other remedy available to the City under this Ordinance, the Code of Ordinances or the laws of the State of Texas.

(4) Each donation box shall clearly indicate in writing on the front side of each box that all donations must fit into and be placed within the donation box. The size of lettering for the notice shall not be less than one-half inch in height.

(5) A donation box operator or real property owner that fails to maintain the cleanliness of the surrounding real property may receive a notice of violation from the City. If the City elects to send a notice of violation to the email address on file for the operator, the operator shall have forty-eight (48) hours to remedy the complaint. Failure to comply with a notice of violation may result in the issuance of a citation by the City. An operator who is issued more than one (1) citation in a twelve (12) month period for the same offense on the same donation box is subject to revocation of the approval for such donation box.

(6) The requirements of this Subsection 14.10.001(d)[12] shall apply to all donation boxes regardless of whether the boxes were placed prior to the effective date of these regulations, except that any donation boxes existing on the effective date of these regulations shall come into compliance with

the requirements of Subsection 14.10.001(d)[12](b)-(d) and (f) not later than 90 days after the effective date of these regulations. Donation boxes existing on or before the effective date of these regulations shall have no legally existing non-conforming rights and shall immediately comply with the requirements of this Subsection 14.10.001(d)[12](b)-(d) and (f).

(f) It shall be unlawful for any person who owns, leases, is in control of or is entitled to possession of real property within the City of Sherman to authorize or allow any donation box to be placed on or remain on such real property without a valid site plan in compliance with the provisions of this Subsection 14.10.001(d)[12]."

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

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

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

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

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

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

SHAWN TEAMANN, MAYOR

ATTEST:

TERI FINE, CITY CLERK

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

RYAN D. PITTMAN, CITY ATTORNEY

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. I.13.

Meeting Date: 11/17/2025

Prepared By: Jana Walker, Controller

Approved By: Zachary Flores, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6900

Amending the Composition of the Board of Directors for the Sherman, Texas, Tax Increment Reinvestment Zone Number Eight, City of Sherman, Texas, Established Pursuant to Chapter 311 of the Texas Tax Code; Amending Ordinance No. 6476, Previously Approved by the City Council on May 2, 2022; Providing a Repealer Clause, Severability Clause and an Effective Date.

Issue:

To Amend Tax Increment Reinvestment Zone Number Eight

Background:

Tax Increment Reinvestment Zone Number Eight (TIRZ #8) is located along U.S. Highway 82 between Plainview Road and Travis Street, and was established in 2022. The Zone encompasses approximately 172 acres.

The ordinance establishing TIRZ #8 created a five (5) member Board of Directors, consisting of three (3) City Council members, one (1) City staff member, and one (1) representative from Grayson County.

This amendment updates the composition of the Board of Directors to comply with the requirements of the Texas Tax Code for a TIRZ formed by petition. State law requires that the Board include at least nine (9) members, including the state senator and state representative in whose districts the Zone is located (or their appointed designees).

Appointment of the additional Board members necessary to meet these requirements is presented later in this meeting under Item M.8.

Capital Improvement Program:

Origination:

City Manager

Financial Consideration:

There's no financial cost to approving this ordinance.

Staff Recommendation:

Staff recommends approving this ordinance.

Alternatives:
No alternatives are recommended as the changes are required by statute or are obligations under a separate agreement.

Attachments:
1. Ordnance No. 6900

ORDINANCE NO. 6900

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING THE COMPOSITION OF THE BOARD OF DIRECTORS FOR THE SHERMAN TAX INCREMENT REINVESTMENT ZONE NUMBER EIGHT, CITY OF SHERMAN, TEXAS, ESTABLISHED PURSUANT TO CHAPTER 311 OF THE TEXAS TAX CODE; AMENDING ORDINANCE NO. 6476, PREVIOUSLY APPROVED BY THE CITY COUNCIL ON MAY 2, 2022; PROVIDING A REPEALER CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

WHEREAS, the City of Sherman, Texas ("City"), established the Sherman Tax Increment Reinvestment Zone Number Eight, City of Sherman, Texas (the "Zone"), and established a Board of Directors for the Zone (the "Board of Directors") to promote development or redevelopment in the Zone pursuant to Ordinance No. 6476, approved by the City Council of the City (the "City Council") on May 2, 2022, in accordance with the Tax Increment Financing Act, Chapter 311 of the Texas Tax Code, as amended (the "Act") for approximately 172 acres of land described in Ordinance No. 6476; and

WHEREAS, pursuant to Section 311.009 of the Act, designation of the Zone under Section 311.005(a)(4) of the Act requires that the Board of Directors consist of at least nine members, including the member of the state senate in whose district the Zone is located and the member of the state house of representatives in whose district the Zone is located, except that either may designate another individual to serve in the member's place at the pleasure of the member; and

WHEREAS, the City desires to amend Ordinance No. 6476 to amend the composition of the Board of Directors to meet the requirements of Section 311.009 of the Act; and

WHEREAS, at the public hearing on November 17, 2025, interested persons were allowed to speak for or against the concept of tax increment financing, and owners of property in the proposed Zone were given a reasonable opportunity to protest the inclusion of their property in the Zone; the public hearing was held in full accordance with Section 311.003(c) of the Act; and

WHEREAS, evidence was received and presented at the public hearing on November 17, 2025, and in favor of the amendment of the Zone; and

WHEREAS, after all comments and evidence, both written and oral, were received by the City Council, the public hearing was closed on November 17, 2025; and

WHEREAS, the City has taken all actions required to amend the Zone including, but not limited to, all actions required by the Home Rule Charter of the City, the Act, the Texas Open Meetings Act, and all other laws applicable to the creation of the Zone.

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

SECTION 1. That the facts and recitations contained in the preamble of this Ordinance are hereby found and declared to be true and correct.

SECTION 2. That effective as of the passage of this Ordinance, Ordinance No. 6476 is hereby amended by deleting Section 4 in its entirety and adding a new Section 4 to read as follows:

> "**SECTION 4.** That there is hereby established a nine (9) member Board of Directors for the TIRZ-8 Zone to be composed of five (5) members of the City Council, the City Manager of the City, one (1) representative from Grayson County, the member of the state senate in whose district the Zone is located (or their designee), and the member of the state house of representatives in whose district the Zone is located (or their designee), all to be appointed by the City Council for terms of two (2) years, with no term limitations, in accordance with Section 311.009 of the Texas Tax Code. The City Council may remove and replace a Board member at any time during a term. The City Council does not delegate or grant any of its powers or authority to the Board of Directors."

SECTION 3. That all ordinances or portions thereof in conflict with the provisions of this Ordinance, to the extent of such conflict, are hereby repealed. To the extent that such ordinances or portions thereof are not in conflict herewith, the same shall remain in full force and effect.

SECTION 4. That it is hereby declared to be the intent of the City Council that the words, phrases, clauses, sentences, paragraphs and sections of this ordinance are severable, and if any word, phrase, clause, sentence, paragraph or section of this ordinance shall be declared invalid or unconstitutional by a final judgment or decree of a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect any of the remaining words, phrases, clauses, sentences, paragraphs or sections of this ordinance, the City Council hereby declaring that this ordinance would have been enacted by the City Council without the incorporation of any such invalid or unconstitutional word, phrase, clause, sentence, paragraph or section.

SECTION 5. That it is hereby found, determined, and declared that sufficient written notice of the date, hour, place and subject of the meeting of the City Council at which this Ordinance was adopted was posted at a place convenient and readily accessible at all times to the general public at the City Hall of the City for the time required by law preceding its meeting, as required by Chapter 551 of the Texas Government Code, and that this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter hereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

SECTION 6. That this Ordinance shall take effect immediately upon passage of this Ordinance.

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

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____ **BY:** _____
TERI FINE, CITY CLERK **SHAWN TEAMANN, MAYOR**

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

BY: _____
RYAN D. PITTMAN
CITY ATTORNEY

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. I.14.

Meeting Date: 11/17/2025

Prepared By: Amber Doan, Engineering Coordinator

Approved By:

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6901

Abandoning one (1) 10-Foot Utility Easement Located in Lots 1 through 3 of North Creek Addition, Section Four and Lot 4R of North Creek Addition, Section Five, Being More Particularly Described in the Exhibit "A" Attached Hereto and Made a Part Hereof for all Purposes, which Utility Easement is Established in Instrument No. 2019-118 and further shown in Instrument No. 2021-28, Plat Records, Grayson County, Texas

Issue:

To consider the abandonment of one (1) 10-foot Utility Easement located in Lots 1 through 3 of North Creek Addition, Section Four and Lot 4R of North Creek Addition, Section Five in the City of Sherman, Grayson County, Texas

Background:

Said easement, which is filed of record in Instrument No. 2019-118 and further shown in Instrument No. 2021-28, Plat Records, Grayson County, Texas, is not being utilized and is no longer deemed necessary.

Capital Improvement Program:

N/A

Origination:

Engineering Department

Financial Consideration:

None

Staff Recommendation:

Staff recommends approval of the one (1) 10-foot Utility Easement abandonment.

Alternatives:

As may be directed by City Council.

Attachments:

1. Ordinance No. 6901
2. Location Map

ORDINANCE NO. 6901

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, ABANDONING ONE (1) 10-FOOT UTILITY EASEMENT IN LOTS 1 THROUGH 3 OF NORTH CREEK ADDITION, SECTION FOUR, AND LOT 4R OF NORTH CREEK ADDITION, SECTION FIVE, BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES, WHICH UTILITY EASEMENT IS ESTABLISHED IN INSTRUMENT NO. 2019-118, AND FURTHER SHOWN IN INSTRUMENT NO. 2021-28, PLAT RECORDS OF GRAYSON COUNTY, TEXAS; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City of Sherman, Texas has received a request to abandon one (1) 10-foot Utility Easement, as described herein; and

WHEREAS, the Utility Easement is established in Instrument No. 2019-118 and further shown in Instrument No. 2021-28 of the Plat Records of Grayson County, Texas; and

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

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

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

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

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

SECTION 1. That the Utility Easement described on the Exhibit "A," attached hereto and made a part hereof for all purposes, is hereby abandoned.

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

SECTION 3. All presently existing water and wastewater lines and facilities, electric transmission and distribution lines and facilities, gas lines and facilities, communications lines and facilities and any other utility lines and facilities, if any, that are located in the easement being abandoned herein may remain in place despite this Ordinance and may continue to be used,

repaired, enlarged and maintained in the ordinary course of business. Any person wanting removal of any existing utility line or facility must negotiate separately with the pertinent utility. Any person building in the subject easement without first reaching an agreement with a utility having lines or facilities in the subject easement does so at his own risk. After the date of this Ordinance, no utility may add new lines or facilities in the subject easement based on a claim that the subject easement is a public easement or right-of-way. The abandonment approved by this Ordinance does not relinquish any right arising other than from the plat or other instrument creating the public easement, nor does this Ordinance create new rights.

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

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

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

SECTION 7. Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional and/or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, regardless of whether any one or more sections, subsections, sentences, clauses or phrases is declared unconstitutional and/or invalid.

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

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

INTRODUCED on this the_____day of_____, 2025.

ADOPTED on this the _____ day of_____, 2025.

EFFECTIVE DATE on this the_____day of_____, 2025.

CITY OF SHERMAN, TEXAS

BY: _____
SHAWN TEAMANN, MAYOR

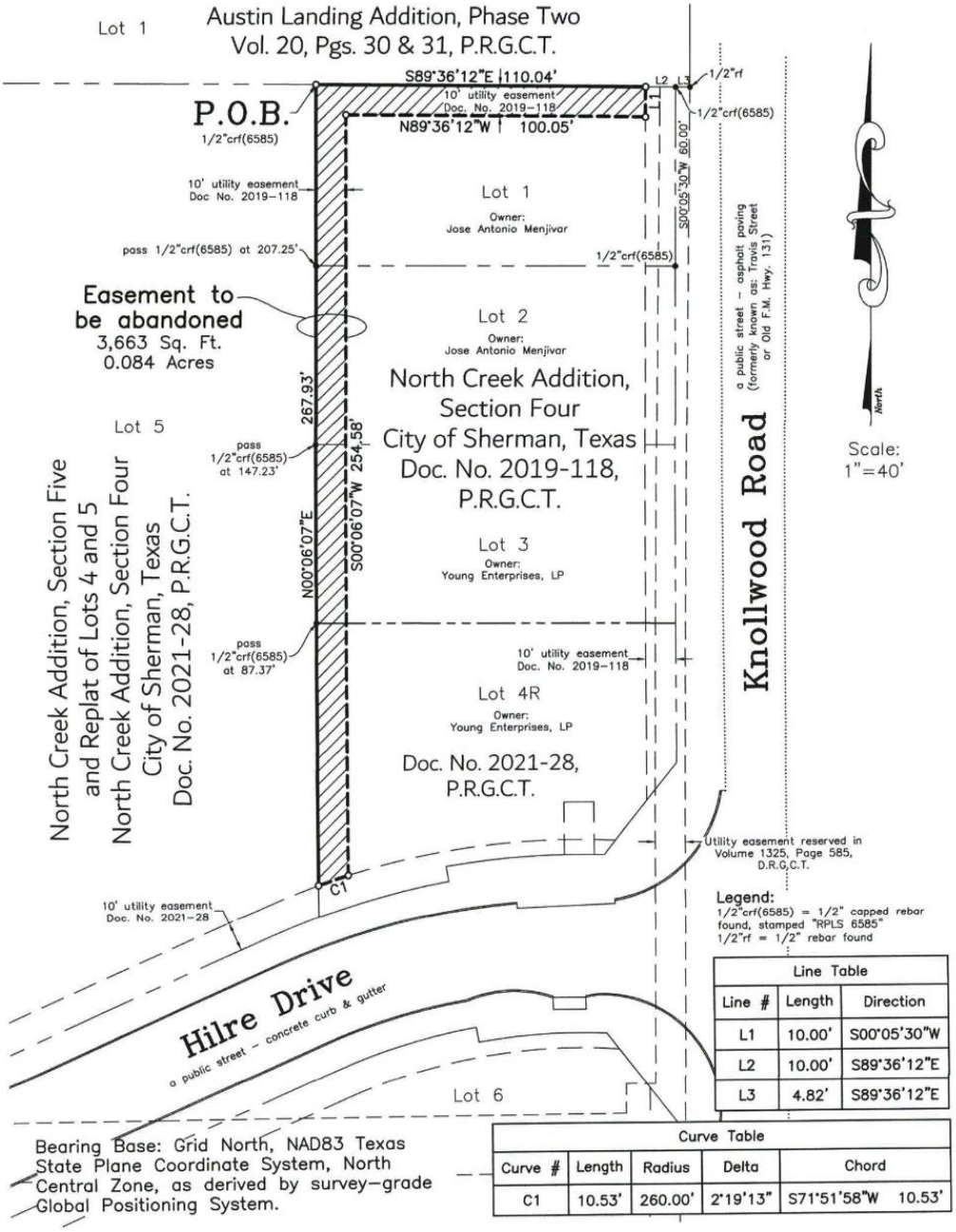
ATTEST:

BY: _____
TERI FINE, CITY CLERK

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

BY: _____
RYAN D. PITTMAN
CITY ATTORNEY

Utility Easement Abandonment



Line Table		
Line #	Length	Direction
L1	10.00'	S00°05'30"W
L2	10.00'	S89°36'12"E
L3	4.82'	S89°36'12"E

Curve Table				
Curve #	Length	Radius	Delta	Chord
C1	10.53'	260.00'	2°19'13"	S71°51'58"W 10.53'

Bearing Base: Grid North, NAD83 Texas State Plane Coordinate System, North Central Zone, as derived by survey-grade Global Positioning System.

I, Kate A. Wagner, Registered Professional Land Surveyor, do hereby certify that a survey was performed on the ground of the property shown hereinabove and is a true and correct to the best of my knowledge and belief as shown hereon. Field Notes attached hereto.

STATE OF TEXAS REGISTERED KATE A. WAGNER 6578 PROFESSIONAL LAND SURVEYOR

Job No. AGS481025

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

Kate A. Wagner, R. P. L. S. No. 6578
Copyright Date: October 29, 2025

Y:\Land Projects R2\Easement Abandonment-Young Ent\Civil 3D\Easement Abandonment-North-Creek-Section-Four.dwg Layout: Legal-Landscape Plot Date Oct 29 25 Time: 12:07 PM

Helvey-Wagner Surveying, Inc.

222 West Main Street · Denison, Texas 75020
Ph: (903) 463-6191 · Email: kate@helveywagnersurvey.net
Texas Board of Engineers and Land Surveyors Firm Registration No. 10088100
Billy F. Helvey, RPLS No. 4488 – Kate A. Wagner, RPLS No. 6578

UTILITY EASEMENT ABANDONMENT
0.084 Acres/3,663 Sq. Ft.

SITUATED in the City of Sherman, County of Grayson, State of Texas, being a part of the Alexander and Richards Survey, Abstract No. 42, and being a part of the 10 ft. wide utility easement across Lots 1, 2 and 3 of North Creek Addition, Section Four to the City of Sherman, Texas as per plat of record in Doc. No. 2019-118, Plat Records, Grayson County, Texas and Lot 4R, of North Creek Addition, Section Five and Replat of Lots 4 and 5 of North Creek Addition, Section Four, an addition to the City of Sherman, Texas, as recorded in Doc. No. 2021-28, said Plat Records and being more particularly described by metes and bounds as follows, to-wit:

BEGINNING at a 1/2 inch capped rebar found (RPLS 6585) in the South line of Lot 1, Austin Landing Addition, Phase Two to the City of Sherman, Texas as per plat of record in Volume 20, Pages 30 & 31, said Plat Records, at the Northeast corner of Lot 5, said North Creek Addition, Section Five and Replat of Lots 4 and 5 of North Creek Addition, Section 4 and the Northwest corner of said Lot 1, North Creek Addition, Section Four;

THENCE South 89 deg. 36 min. 12 sec. East, with the South line of said Lot 1, Austin Landing Addition, Phase Two and the North line of said Lot 1, a distance of 110.04 ft. to a point at the Northeast corner of the herein described tract, ***FROM*** which a ½ inch capped rebar found (RPLS 6585) at the Northeast corner of said Lot 1 bears South 89 deg. 36 min. 12 sec. East, 10.00 ft.;

THENCE in Southerly and Westerly, over and across said Lots 1, 2, 3 and 4R, the following calls and distances:

1. South 00 deg. 05 min. 30 sec. West, a distance of 10.00 ft. to the most Easterly Southeast corner of the herein described tract;
2. North 89 deg. 36 min. 12 sec. West, 100.05 ft. to an Ell corner of the herein described tract;
3. South 00 deg. 06 min. 07 sec. West, a distance of 254.58 ft. to a point in the North line of a 10 ft. wide utility easement along the North line of said Lot 4R;
4. Southwesterly, with a curve to the left, having a radius of 260.00 ft., a central angle of 2 deg. 19 min. 13 sec. (chord bears South 71 deg. 51 min. 58 sec. West, 10.53 ft.) and an arc length of 10.53 ft. to the Southwest corner of the herein described tract, lying in the West line of said Lot 4R and the East line of said Lot 5, both of North Creek Addition, Section Five and Replat of Lots 4 and 5, North Creek Addition, Section Four;

THENCE North 00 deg. 06 min. 07 sec. East, with the West line of said Lot 4R and the East line of said Lot 5, passing a ½ inch capped rebar found (RPLS 6585) at 87.37 ft. at the Northwest corner of said Lot 4R and the Southwest corner of said Lot 3, North Creek Addition, Section Four, continuing and passing a ½ inch capped rebar found (RPLS 6585) at 147.23 ft. at the Northwest corner of said Lot 3 and the Southwest corner of said Lot 2, continuing and passing a ½ inch capped rebar found (RPLS 6585) at 207.25 ft. at the Northwest corner of said Lot 2 and the Southwest corner of said Lot 1, continuing for a **TOTAL** distance of 267.93 ft. to the **PLACE OF BEGINNING** and containing **0.084 ACRES** and/or **3,663 SQUARE FEET** of land.



Kate A. Wagner, R.P.L.S. No. 6578
October 29, 2025

10' Utility Easement Abandonment



SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. I.15.

Meeting Date: 11/17/2025

Prepared By: Wayne Lee, Director of Engineering

Approved By:

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6902

Establishing Maximum, Reasonable and Prudent Rates of Speed on Certain Portions FM 1417 in the City of Sherman; Repealing all Ordinances and Parts of Ordinances in Conflict Herewith; Providing for a Penalty Clause with a maximum Fine of $,000; Providing Severabiity, repealing Clauses; Setting and Effective Date; and Declaring an Emergency

Issue:

The Texas Department of Transportation (TxDOT) is requesting to add a school zone in front of Inspire Academy on FM 1417 within Sherman's city limits.

Background:

The TxDOT District Traffic Office has received approval from Austin for a new school speed zone along FM 1417 near Inspire Academy. An engineering and traffic study was performed between SH 56 and West Travis Street and determined that a reduced speed zone is necessary to improve safety for school traffic.

Capital Improvement Program:

Origination:

The Texas Department of Transportation

Financial Consideration:

None

Staff Recommendation:

It is recommended that TxDOT's proposed speed zone on the stated portion of FM 1417 be approved.

Alternatives:

As may be directed by the City Council

Attachments:

1. Ordinance No. 6902 - School Zone
2. Speed Zone Map
3. TxDOT Letter of Request

ORDINANCE NO. 6902

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, ESTABLISHING MAXIMUM, REASONABLE AND PRUDENT RATES OF SPEED ON CERTAIN PORTIONS OF ~~CERTAIN STREETS AND HIGHWAYS AND PUBLIC PLACES~~FM 1417 IN THE CITY OF SHERMAN; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH~~:—~~; PROVIDING FOR A PENALTY CLAUSE WITH A MAXIMUM FINE OF $2,000~~FIXING PENALTIES FOR VIOLATION HEREOF~~; PROVIDING SEVERABILITY, REPEALING CLAUSES; SETTING AN EFFECTIVE DATE; AND DECLARING AN EMERGENCY; 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, Section 545.356 of the Texas Transportation Code provides that whenever the governing body of a municipality shall determine upon the basis of an engineering and traffic investigation that any prima facie speed therein set forth is greater or less than is reasonable or prudent under the conditions found to exist at any intersection or other place or upon any part of a street or highway within the municipality, taking into consideration, among other things, the width and condition of the pavement and other circumstances on such portion of said street or highway, as well as the usual traffic thereon, said governing body may determine and declare reasonable and prudent maximum prima facie speed limits thereon by the passage of an ordinance, which shall be effective when appropriate signs giving notice thereof are erected at such intersection or other place or part of the street or highway; and

WHEREAS, Section 541.302 of the Texas Transportation Code authorizes the City of Sherman, Texas ("Sherman" or "City") to designate school crossing zones as reduced speed zones to facilitate safe crossing of streets by children going to or leaving a public or private elementary or secondary school during the time the reduced speed limit applies; and

WHEREAS, the City Council of the City of Sherman, Texas ("City Council") finds that it is necessary for the protection and safety of pedestrian traffic adjacent to public elementary and secondary schools within Sherman to declare reduced speed school zones on certain public streets adjacent to public elementary and secondary schools within Sherman as set forth below.

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

~~**WHEREAS,** by authority and direction of the City Council of the City of Sherman, Texas an engineering and traffic study and survey have been made by the Transportation Operations Office of the Texas Department of Transportation to determine the maximum, reasonable and prudent speeds for vehicles traveling upon the following named streets and highways and parts thereof, to facilitate the most effective use of said streets and highways and the safe and effective movement of vehicular traffic thereon; and~~

~~**WHEREAS**, such study and survey establish, and it is so found by the City Council of the City of Sherman, Texas, that the following are the maximum, reasonable and prudent rates of speed for vehicular traffic upon said streets and highways and parts thereof.~~

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

~~No person shall drive a vehicle upon a public road, street and highway in the City of Sherman, Texas, at a speed greater than is reasonable and prudent under the conditions and circumstances then existing. Except when a special hazard exists that requires lower speeds for compliance with the above requirement, the limits hereinafter set out shall be lawful but any speed in excess of the limits as hereinafter set out for the streets and highways and portions thereof to which they apply shall be prima facie evidence that the speed is not reasonable or prudent:~~

SECTION 1. No person shall drive a vehicle upon a public road, street and highway in the City of Sherman, Texas, at a speed greater than is reasonable and prudent under the conditions and circumstances then existing. Except when a special hazard exists that requires lower speeds for compliance with the above requirement, the limits hereinafter set out shall be lawful but any speed in excess of the limits as hereinafter set out for the streets and highways and portions thereof to which they apply shall be prima facie evidence that the speed is not reasonable or prudent:

On FM Highway 1417, southerly from SH 56 for a distance of approximately 0.504 miles, a speed limit of fifty-five (55) miles per hour at all times; thence southerly for approximately 3.486 miles, a speed limit of sixty (60) miles per hour at all times, except that school buffer zone speed limit of fifty-five (55) miles per hour will be effective on school days only at the school crossing zone, from approximate highway mile point 6.940 to mile point 7.235; a school speed limit of thirty-five (35) miles per hour will be effective on school days only at the school crossing zone, from approximate highway mile point 7.235 to mile point 7.425; a school buffer zone speed limit of fifty-five (55) miles per hour will be effective on school days only at the school crossing zone, from mile point 7.425 to mile point 7.625 only during the following hours:

~~Ordinance No.~~

~~Page 1 of 2~~

- From forty-five (45) minutes before school opens until classes begin;
- from the beginning to the end of lunch period, if needed;
- and for a thirty (30) minute period beginning at the close of school;

as evidenced by the attached which is hereby approved and made a part thereof.

Thence southerly for approximately 0.603 miles, a speed limit of sixty (60) miles per hour at all times.

Commented [RP1]: What is this referencing? I see no attachment.

Commented [RP2]: Is this in the right place?

SECTION 2. Signs indicating the speed limits provided herein shall be placed at the most advantageous points to be conspicuous to approaching vehicular traffic in accordance with the Texas Uniform Manual on Traffic Control Devices, as amended. Each sign shall be permanently affixed to a stationary post or installed on permanent buildings or walls or as otherwise approved. The signs shall in no way be obstructed from view and shall comply with applicable state laws. The City Manager, or his/her authorized representative, is authorized and directed to cause to be erected such appropriate signs.

SECTION 3. The City Manager, or his/her authorized representative, is hereby authorized to specify additional school zone time periods at select locations to be in effect for special circumstances, including, but not limited to, summer school sessions, special programs or early dismissals. These special circumstance school zone time periods may be in effect only at one or more of the designated school zones identified herein, and only when designated by either an official school zone sign, or other traffic control device erected in such zones or when signs or other traffic control devices bearing a flashing amber light are in operation in such zones.

SECTION 4. 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.~~All ordinances and parts of ordinances in force in the City of Sherman, Texas, which conflict with the terms and provisions of this ordinance are hereby repealed insofar as they conflict with this ordinance, but all other portions of said ordinance shall remain in full force and effect.~~

SECTION 5. Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional and/or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. Sherman hereby declares that it would have passed this Ordinance, and each section, subsection, sentence, clause and phrase thereof regardless of whether any one or more sections, subsections, sentences, clauses or phrases may be declared unconstitutional and/or invalid.

SECTION ~~3~~6. Any person violating any provision of this Ordinance, shall be deemed guilty of a misdemeanor, and upon conviction thereof, shall be fined in an amount not exceeding TWO THOUSAND AND NO/100 DOLLARS ($2,000.00). The penal provisions imposed under this Ordinance shall not preclude Sherman from filing suit to enjoin a violation. Sherman retains all legal rights and remedies available to it pursuant to local, state and federal law~~Any person violating the provisions of this ordinance shall be guilty of a misdemeanor and upon conviction thereof shall be punished by a fine not exceeding TWO HUNDRED AND NO/100 ($200.00) DOLLARS~~.

SECTION 7. This Ordinance shall become effective from and after its adoption and publication as required by law and the City Charter.

~~**SECTION 4**. The fact that present traffic regulations are inadequate to control traffic in areas covered by this ordinance creates an emergency which is here and now declared, and all rules and regulations providing for the reading of ordinance is passed as an emergency measure and shall be in full force and effect from and after its passage and publication and after the~~

~~installation of speed limit signs.~~

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

~~ADOPTED on this the _____ day of _____, 2025.~~

~~EFFECTIVE DATE~~ on this the 17th _____ day of November _____, 2025.

CITY OF SHERMAN, TEXAS

BY: _____
SHAWN TEAMANN, MAYOR

ATTEST:

BY: _____
TERI FINE, CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

~~**CITY OF SHERMAN, TEXAS**~~

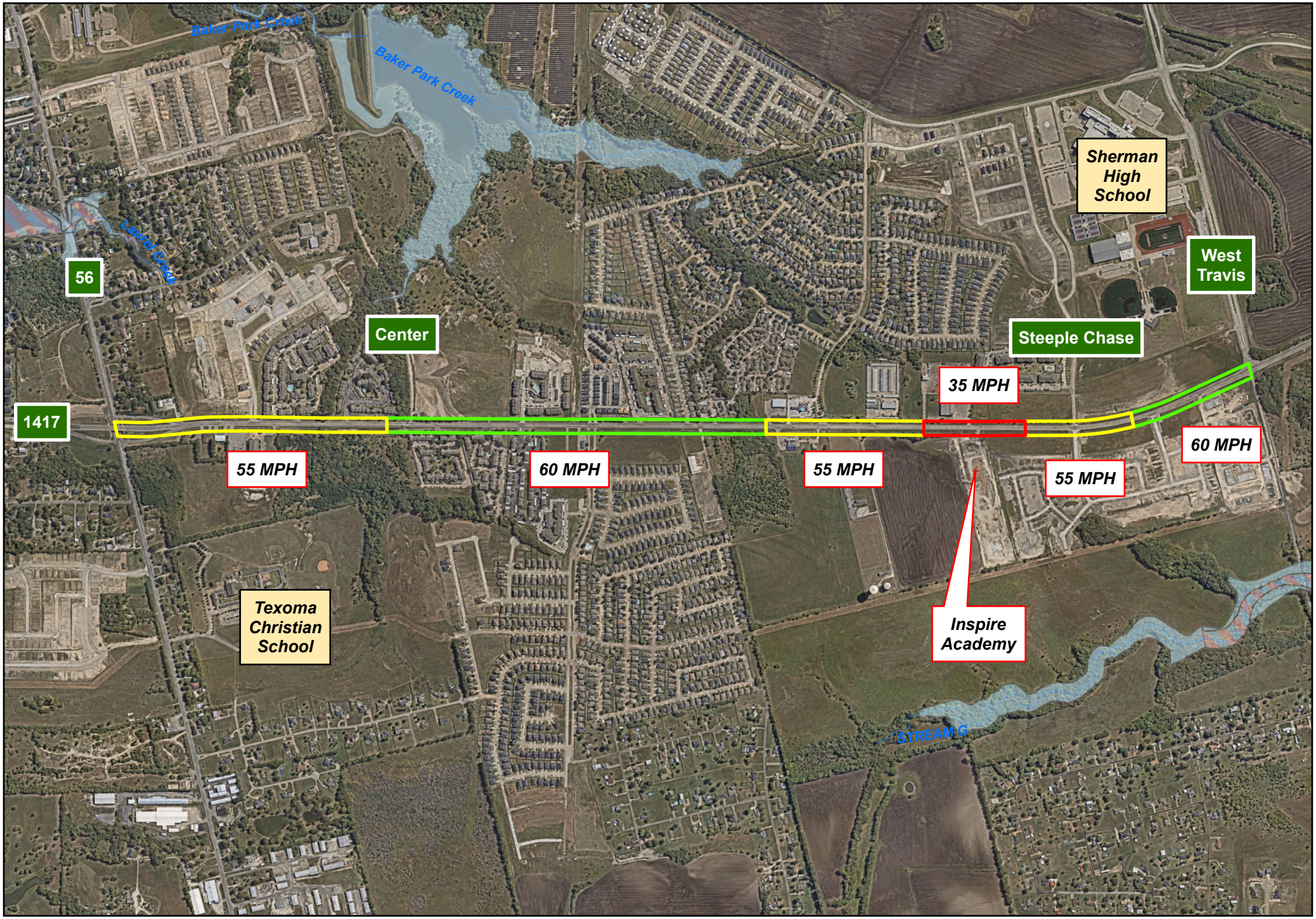
~~**ATTEST:**~~

~~**BY: _____**~~
~~**TERI FINE, CITY CLERK**~~

~~**BY: _____**~~
~~**SHAWN TEAMANN, MAYOR**~~

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

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



Inspire Academy FM 1417 Speed Study

1" = 1200'

Sherman Development Engineering Group

NORTH

Texas Department of Transportation
3500 SW Loop 286 | Paris, Texas 75460
903-737-9300
txdot.gov

September 26, 2025

Dr. Zachary Flores
City Manager, City of Sherman
220 W Mulberry Street
Sherman, TX 75090

Dear Dr. Flores:

Our District Traffic Office has received approval from Austin on the school speed zone for Sherman Inspire Academy. The attached speed zone map will show the results from the study and the proposed school zone speed limits.

Attached is a sample speed zoning ordinance covering the proposed school zone. The sample ordinance may be used in its present form, or may be rewritten, using the distances and speed limits given.

Please present the proposed school speed zoning plan to the city council for their review and passage of the required ordinance. When approved, **two (2) signed and sealed original copies of the completed ordinance should be sent to this office.**

Upon receiving ordinance, arrangements will be made with Area /Maintenance office to have signs installed per ordinance.

If you have any questions, contact Ashley Smith in the District Traffic Office at 903-737-9234 or by email at Ashley.Smith@txdot.gov

Sincerely,
Darius Samuels, P.E.
Traffic Engineer

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. J.1.

Meeting Date: 11/17/2025

Prepared By:

Approved By:

Caption:

Close Public Hearing

Consider Adoption of Ordinances 6888, 6889, 6890, 6891, 6892, 6893, 6894, 6895, 6896, 6897, 6898, 6999, 6900, 6901 & 6902.

Issue:

I. 1. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6888

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land Consisting Of 0.1286 Acres, Being A Part Of W. Elliott's Addition, George B. Pilant Survey, Abstract No. 963, Lot 15 And The South 15 Feet Of Lot 14, Block 9, City Of Sherman, Grayson County, Texas, Located At 702 South Throckmorton Street, Heretofore Zoned R-6 (Single Family Residential) District; Rezoning And Placing The Tract In The R-4 (Patio Home Residential) District Zoning Classification, Wright Construction & Development LLC (Owner) And Copley Land Surveying (Surveyor) Providing For A Penalty Not To Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

I. 2. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6889

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, And Granting A Specific Use Permit To Allow Schools; Elementary, High, College And Universities, Public, Private, Or Denominational In A MF30 (Multi-Family Residential) District, Located At 818 South Travis Street, Consisting Of 0.487 Acres Being Lot 10, Block 4, Of Hare And Randolph's Addition, City Of Sherman, Grayson County, Texas Jermey Parnell (Owner), Felicitas Smith (Applicant) And Kate A. Wagner (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

I. 3. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6890

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land Consisting Of 11.79 Acres Being Part Of G.B. Pilant Survey, Abstract No. 963, City Of Sherman, Grayson County, Texas, Located In The 1601 Block South Willow Street, Heretofore Zoned R-6 (Single-Family Residential) District; Rezoning And Placing The Tract In The PD (Planned Development) District Zoning Classification, With A Base Zoning Of R-TH (Townhome Residential) District Classification, Equity Trust Co Custodian FMO Marius Meintjes Ira (Owner), And Bryan Weisgerber (Representative/Engineer), And Underwood Drafting & Surveying (Surveyor) Providing For A Penalty Not To Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

I. 4. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6891

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land Consisting Of 0.1814 Acres Being Lot 5, Block 8, College Park Addition, City Of Sherman, Grayson County, Texas, Located At 820 North Harrison Avenue, Heretofore Zoned R-6 (Single Family Residential)

District/College Park Overlay Rezoning And Placing The Tract In The R-2F (Duplex Residential) District/College Park Overlay District Zoning Classification, Rosalba Gomez (Owner) Providing For A Penalty Not To Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

I. 5. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6892

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land Consisting Of 1.550 Acres Being Lot 5, Oaks Of Norwood, City Of Sherman, Grayson County, Texas, Located At 2217 Norwood Street, Heretofore Zoned MF-30 (Multifamily Residential) District Rezoning And Placing The Tract In The R-6 (Single Family Residential) District Zoning Classification, Monique Wakefield (Owner) And Underwood Drafting & Surveying (Surveyor) Providing For A Penalty Not To Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

I. 6. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6893

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, Repealing Ordinance 6792, And Granting A Specific Use Permit To Allow Hotel Or Motel In A C-1 (Retail Business) District Located At 2105 Texoma Parkway, Consisting Of 8.441 Acres Being In The Smith Mcglothlin Survey, Abstract No. 808 And The J.B. Mcanair Survey, Abstract No. 763, City Of Sherman, Grayson County, Texas Nilesh Golakia (Owner) And Bluestar Surveying LLC (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

I. 7. INTRODUCTION AND PUBLIC HEARING ORDINANCE NO. 6894

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land Consisting Of 0.328 Acres Being Part Of Samuel Blagg Survey, Abstract No. 56 And Being Proposed Lots 1 And 2, 1432 South Elm Street Addition, City Of Sherman, Grayson County, Texas, Located At 1432 South Elm Street, Heretofore Zoned R-6 (Single-Family Residential) District; Rezoning And Placing The Tract In The R2F (Duplex Residential) District Zoning Classification, Timothy And Susan Marrs (Owner), Sriram Kothandan (Applicant), Underwood Drafting & Surveying (Surveyor) Providing For A Penalty Not To Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

I. 8. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6895

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land Consisting Of 0.128 Acres Being Part Of Samuel Blagg Survey, Abstract No. 56, And Being Proposed Lot 3, 1432 South Elm Street Addition, City Of Sherman, Grayson County, Texas, Located At 1432 South Elm Street, Heretofore Zoned R-6 (Single-Family Residential) District; Rezoning And Placing The Tract In The R-4 (Patio Home Residential) District Zoning Classification, Timothy And Susan Marrs (Owner), Sriram Kothandan (Applicant), Underwood Drafting & Surveying (Surveyor) Providing For A Penalty Not To Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

I. 9. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6896

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, And Granting A Specific Use Permit To Allow Warehousing With Outdoor Storage In A C-2 (General Commercial) District, Located At 4900 Block North FM 1417 (Heritage Parkway), Consisting Of 18.368 Acres Being In The Alfred Hume Survey Addition, Abstract No. 522, City Of Sherman, Grayson County, Texas Sherman 1417 Industrial, LLC (Owner), Alison Rutherford (Applicant) And Eagle Surveying, LLC (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

I. 10. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6897

Amending The Code Of Ordinances Of The City Of Sherman, Texas, Chapter 10 (Subdivision Regulation); Modifying Regulations Relating To Open Space Requirements For Certain Subdivisions;

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;

I. 11. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6898**
Amending The Code Of Ordinances Of The City Of Sherman, Texas, Chapter 14 (Zoning Ordinance), Article 14.01 (General Provisions), Article 14.02 (Zoning Districts), Article 14.04 (Supplementary District Regulations), Article 14.06 (Development Procedures) And Article 14.08 (Definitions); Modifying Certain Existing Regulations And Prescribing New Regulations Related To Interpretation, Usable Open Space Requirements, Architectural And Building Requirements, Minimum Requirements For Lot Area, Width And Setbacks, Garage Requirements, Infill Development, Site Plan Requirements And Definition Of The Term "Dwelling, Townhome"; 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

I. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6899
12. Amending The Code Of Ordinances Of The City Of Sherman, Texas, Chapter 14 (Zoning Ordinance), Article 14.08 (Definitions) And Article 14.10 (Use Chart); Prescribing New Regulations Relating To The Land Uses Of Massage Establishments, Truck Stops, Household Care Facilities And Donation Boxes; Defining Terms; 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

I. 13. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6900
Amending the Composition of the Board of Directors for the Sherman, Texas, Tax Increment Reinvestment Zone Number Eight, City of Sherman, Texas, Established Pursuant to Chapter 311 of the Texas Tax Code;Amending Ordinance No. 6476, Previously Approved by the City Council on May 2, 2022; Providing a Repealer Clause, Severability Clause and an Effective Date.

I. 14. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6901
Abandoning one (1) 10-Foot Utility Easement Located in Lots 1 through 3 of North Creek Addition, Section Four and Lot 4R of North Creek Addition, Section Five, Being More Particularly Described in the Exhibit "A" Attached Hereto and Made a Part Hereof for all Purposes, which Utility Easement is Established in Instrument No. 2019-118 and further shown in Instrument No. 2021-28, Plat Records, Grayson County, Texas

I. 15. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6902
Establishing Maximum, Reasonable and Prudent Rates of Speed on Certain Portions FM 1417 in the City of Sherman; Repealing all Ordinances and Parts of Ordinances in Conflict Herewith; Providing for a Penalty Clause with a maximum Fine of $,000; Providing Severabiity, repealing Clauses; Setting and Effective Date; and Declaring an Emergency

Background:

Capital Improvement Program:

Origination:

Financial Consideration:

Staff Recommendation:

Alternatives:

Attachments:
None

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. K.1.

Meeting Date: 11/17/2025

Prepared By: Loren Siems, Right of Way Specialist

Approved By: Zachary Flores, City Manager

Caption:

Resolution No. 7594

Authorizing the City Manager or his Designee to execute a Purchase and Sale agreement for the acquisition of real property from Vernon L. Krueger Holdings LLC and Vernon Lee Krueger and Becky Lynn Krueger, trustees of the Krueger Family Revocable Trust Agreement dated May 5, 2020, located at 219 W. Pecan Street, Being Part of Lot 4 and Part of Lot 5, Block "N" in the Black's addition, City of Sherman.

Issue:

Authorizing the conveyance of Real Property from Vernon L. Krueger Holdings LLC and Vernon Lee Krueger and Becky Lynn Krueger, trustess of the Krueger Family Revocable Trust Agreement, being locally known as 219 W. Pecan Street, for the purpose of expanding City Hall.

Background:

The property at 219 W. Pecan is on the same block as City Hall. The City plans to acquire property on this block for the future expansion of City Hall.

Capital Improvement Program:

Origination:

City of Sherman

Financial Consideration:

Funding needed for this land acquisition is $378,000.00 and is available, having been planned in the C.O.'s.

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. 7594
2. 219 W Pecan-purschase agreeement
3. Location Map

RESOLUTION NO. 7594

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE A PURCHASE AND SALE AGREEMENT FOR THE ACQUISITION OF REAL PROPERTY FROM VERNON L. KRUEGER HOLDINGS LLC AND VERNON LEE KRUEGER AND BECKY LYNN KRUEGER, TRUSTEES OF THE KRUEGER FAMILY REVOCABLE TRUST AGREEMENT DATED MAY 5, 2020, LOCATED AT 219 W. PECAN STREET, BEING PART OF LOT 4 AND PART OF LOT 5, BLOCK 'N' IN THE BLACK'S ADDITION, 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 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 Purchase and Sale Agreement for the purchase and acquisition of real property, in the amount of three hundred seventy-eight thousand and no/100 dollars ($378,000.00), from Vernon L. Krueger Holdings LLC and Vernon Lee Krueger and Becky Lynn Krueger, trustees of the Krueger Family Revocable Trust Agreement dated May 5, 2020, located at 219 W. Pecan Street, being part of Lot 4 and part of Lot 5, Block 'N', in the Black's Addition, Sherman, Grayson County, Texas, and to take any and all other actions necessary to effectuate the same.

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

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

CITY OF SHERMAN, TEXAS

BY: _____
SHAWN TEAMANN, MAYOR

ATTEST:

BY: _____
TERI FINE, CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

PURCHASE AND SALE AGREEMENT

Part of Lot 4 and part of Lot 5, Block 'N', Black's Addition City of Sherman, Grayson County, Texas, known as 219 W. Pecan Street

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is made and entered into among **THE CITY OF SHERMAN, TEXAS**, a home-rule municipality (the "Purchaser") and **VERNON L. KRUEGER HOLDINGS LLC**, a Texas limited liability company, and **VERNON LEE KRUEGER AND BECKY LYNN KRUEGER, TRUSTEES OF THE KRUEGER FAMILY REVOCABLE TRUST AGREEMENT, DATED MAY 5, 2020** (collectively, "Seller").

WHEREAS, defined terms are indicated by initial capital letters. Defined terms shall have the meaning set forth herein, whether or not such terms are used before or after the definitions are set forth.

WHEREAS, Purchaser desires to purchase the Property and Seller desires to sell the Property, all upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual terms, provisions, covenants and agreements set forth herein, as well as the sums to be paid by Purchaser to Seller, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Purchaser and Seller agree as follows:

ARTICLE 1
BASIC INFORMATION

Section 1.1 Certain Defined Terms

The following defined terms shall have the meanings set forth below:

A. Purchaser. The City of Sherman, Texas.

B. Closing. The completion of the transaction described in this Agreement.

C. Closing Date. The date that is sixty (60) days after the expiration of the Inspection Period.

D. Cure Period. The period beginning on the date Seller receives Purchaser's Objections and ending on the date that is ten (10) days thereafter.

E. Due Diligence Delivery Date. The date that is ten (10) days after the Effective Date.

F. Earnest Money. FIVE HUNDRED AND 00/100 DOLLARS ($500.00).

G. Earnest Money Delivery Date. The date that is five (5) business days after the fully executed Agreement is delivered to the Title Company.

H. Effective Date. The date on which the fully executed Agreement along with the Earnest Money is receipted by the Title Company, as shown on the Title Company Acceptance Page.

I. Inspection Period. The period beginning on the Effective Date and ending on the date that is thirty (30) days after the Effective Date.

J. Purchase Price. The sum of THREE HUNDRED SEVENTY-EIGHT THOUSAND AND 00/100 DOLLARS ($378,000.00).

K. Purchaser's Broker. N/A.

L. Review Period. The period ending five (5) days after Purchaser's receipt of the later of the (i) initial Title Commitment, (ii) Title Documents, and (iii) the Survey.

M. Seller's Broker. N/A

N. Survey Delivery Date. The date that is twenty (20) days after the Effective Date.

O. Title Commitment Delivery Date. The date that is twenty (20) days after the Effective Date.

P. Title Company. Chapin Title Company.

Q. Title Termination Period. The period beginning on the expiration of the Cure Period and ending on the date that is five (5) days after the Cure Period.

Section 1.2 **Closing Costs** Closing costs shall be allocated and paid as follows:

COST	RESPONSIBLE PARTY
Title Commitment	Purchaser
Premium for standard form Title Policy	Purchaser
Premium for endorsements or additional coverage for the Title Policy	Purchaser
Recording Fees	Purchaser
Financing expenses for Purchaser's loan, if any	Purchaser
Escrow Fee charged by Title Company	Evenly split between Purchaser and Seller
Commission to Seller's Broker	Seller

All other Closing costs, expenses, charges and fees customarily paid by purchasers in Grayson County	Purchaser
All other Closing costs, expenses, charges and fees customarily paid by sellers in Grayson County, including Schedule C Curative Items	Seller

Section 1.3 Notice Addresses

Purchaser:
City of Sherman
Attn: Zachary Flores, City Manager
220 Mulberry Street
Sherman, Texas 75454
Telephone: 903-819-7452
Email: zacharyf@cityofsherman.com

with copy to:
Abernathy, Roeder, Boyd & Hullett, P.C.
Attn: Ryan D. Pittman
1700 Redbud Boulevard, Suite 300
McKinney, Texas 75069
Telephone: 214-544-4046
Email: rpittman@abernathy-law.com

Seller:
Vernon L. Krueger Holdings, LLC and
Vernon Lee Krueger and Becky Lynn
Krueger, Trustees of the Krueger Family
Revocable Trust Agreement
Attn: Vernon Krueger
1400 Western Hills Drive
Sherman, TX 75092
Telephone: 214-632-6501
Email: Vernon_krueger@yahoo.com

Title Company:
Chapin Title Company
Attn: Tamara Noyes
620 N. Travis St,
Sherman, TX 75090
Telephone: 903-868-1415
Email: Tamara.noyes@chapintitle.com

ARTICLE 2
PROPERTY

Section 2.1 Property Description

Upon the terms and conditions hereinafter stated, Seller hereby agrees to sell and convey to Purchaser the following (collectively, the "Property"):

A. Land. Good and indefeasible title to land as described in **Exhibit 1**, attached hereto, in Sherman of Grayson County, Texas (the "Land"), together with all benefits, privileges, easements, tenements, hereditaments, rights and appurtenances thereon or pertaining to such Land.

B. Improvements. All buildings, structures, fixtures, and improvements situated on, in, or under the Land, if any ("Improvements"); all benefits, privileges, tenements, hereditaments, rights and appurtenances thereon or pertaining to the Improvements and all easements owned by Seller, if any, which are used or needed in connection with the operation or development of the Land (the Land and the Improvements are herein referenced as the "Real Property").**Personal Property.** All of Seller's right, title, and interest in any personal property owned by Seller, if any, as of the Closing Date that is attached to or located on and used exclusively in connection with the operation, repair, or maintenance of the Real Property, including but not limited to all fixtures, fittings, appliances, apparatuses, equipment, tools, machinery, heating, ventilating, air-conditioning, lighting, plumbing, and electrical fixtures, hot-water heaters, furnaces, heating controls, Agreement rights, claims, systems, and other items of tangible and intangible personal property and replacements, affixed or attached to, situated on, or used exclusively in connection with the Real Property (collectively, "Personal Property").

C. Licenses and Permits. To the extent assignable by Seller to Purchaser, and to the extent any of the following exist and run with the Land, all of Seller's right, title, and interest in and to (i) licenses, permits, certificates of occupancy, or similar documents relating to the Land; (ii) all permits, approvals, licenses, water and sewer capacity commitments, all engineering and architectural plans; and (iii) all plans, drawings, specifications, surveys, engineering reports, and other technical descriptions of the Land (collectively, "Licenses and Permits").

Section 2.2 Legal Description

The legal description of the Land set forth in the final Survey certified to the Purchaser and Title Company shall be substituted for **Exhibit 1** at a later date as the description of the Property to be conveyed hereunder and shall become part of this Agreement.

ARTICLE 3
PURCHASE PRICE

Purchaser agrees to purchase the Property at the Purchase Price and upon the terms set forth herein. At Closing, Purchaser shall deliver to Seller the Purchase Price in cash or other immediate funds. The parties acknowledge and agree that the Purchase Price includes payment in full to Seller for all relocation benefits and/or assistance under the Texas Property Code and the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C.A. 4601, *et seq.*, including but limited to any payments available for expenses actually

incurred in relocating and reestablishing a residence at a replacement site, actual moving and related expenses, and costs involved in investigating potential replacement sites and the time of the residence owner, based on salary or earnings, required to apply for licenses or permits, zoning changes, and attendance at zoning hearings, necessary attorney fees required to obtain such licenses or permits, and time spent in negotiating the purchase of a replacement residence site.

ARTICLE 4
EARNEST MONEY

On or before the Earnest Money Delivery Date, Purchaser shall deposit the Earnest Money in the form of a check or wire transfer with the Title Company in its capacity as escrow agent, to be held in escrow pursuant to the terms of this Agreement. If Purchaser fails to timely deposit the Earnest Money, Seller may terminate this Agreement at any time before Purchaser deposits the Earnest Money with the Title Company, and upon such election, this Agreement shall terminate. Purchaser agrees that One Hundred and No/100 Dollars ($100.00) of the Earnest Money is given as consideration for this Agreement (the "Independent Consideration"), which Independent Consideration shall be applied to the Purchase Price at Closing, but shall not be returned to Purchaser in the event the Earnest Money is otherwise returned to the Purchaser pursuant to the terms of this Agreement. The Earnest Money shall be credited to the Purchase Price at Closing.

ARTICLE 5
DUE DILIGENCE AND CONTINGENCIES

Section 5.1 Survey and Title Review

A. Survey. If there is an existing survey of the Property, Seller, at its sole cost and expense, shall deliver to Purchaser a copy of such survey (the "Survey") on or before the Survey Delivery Date. If a new or updated survey of the Property is required, then such new or updated survey shall be obtained by Purchaser at Purchaser's expense and shall be prepared by a registered land surveyor in conformity with the "Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys" jointly established and adopted by ALTA and NSPS in 2011 (or such local equivalent as may exist with respect to the Property), in conformity with such standards as are required by the Title Company as a condition to the removal of the survey exception from the Title Commitment, and certified to Purchaser, the Title Company and such other parties as Purchaser shall designate by written notice to Seller. Purchaser must review and approve any Survey prepared by or for Purchaser as a condition of Purchaser's obligations at Closing.

B. Title Commitment. On or before the Title Commitment Delivery Date, Seller shall deliver or cause to be delivered to Purchaser (i) a title commitment (the "Title Commitment") covering the Property binding the Title Company to issue a Texas Owner Policy of Title Insurance (the "Title Policy") on the standard form prescribed by the Texas State Board of Insurance at the Closing, in the full amount of the Purchase Price, insuring Purchaser's fee simple title to the Property to be good and indefeasible, subject only to the Permitted Exceptions as defined below, and (ii) the following documents (collectively, the "Title Documents"): (1) true and legible copies of all recorded instruments affecting the Property and recited as exceptions in the Title Commitment, and (2) a current tax certificate.

C. Special Assessment Districts. If the Property is situated within a utility district or flood control district subject to the provisions of Section 50.301, Texas Water Code, then Seller shall give to Purchaser as part of the Title Documents the required written notice and Purchaser agrees to acknowledge receipt of the notice in writing. The notice must set forth the current tax rate, the current bonded indebtedness and the authorized indebtedness of the district, and must comply with all other applicable requirements of the Texas Water Code. If the Property is subject to mandatory membership in a property owner's association, Seller shall notify Purchaser of the current annual budget of the property owners' association, and the current authorized fees, dues and/or assessments relating to the Property.

D. Review and Cure Period. During the Review Period, Purchaser shall have the opportunity to review the Survey, the Title Commitment, and the Title Documents. If Purchaser has any objections to the Survey, Title Commitment or Title Documents, Purchaser may deliver such objections to Seller in writing within the Review Period (collectively, "Objections"). Purchaser's failure to provide Objections to Seller prior to the expiration of the Review Period shall be a waiver of Purchaser's right to object, and any item to which Purchaser does not include in its Objections on or before to the expiration of the Review Period shall also be deemed a "Permitted Exception." Items that the Title Company identifies as to be released at Closing will be deemed Objections by Purchaser and shall not be Permitted Exceptions. If Purchaser provides Seller with any Objections, Seller may, but is not obligated to attempt to satisfy the Objections within the Cure Period.

E. Failure or Refusal to Cure. If Seller cannot satisfy or chooses not to satisfy Purchaser's Objections within the Cure Period, then Purchaser may terminate this Agreement by delivering a written notice to Seller within the Title Termination Period. If Purchaser terminates this Agreement, the Earnest Money shall be immediately returned to Purchaser and thereafter neither party shall have any rights or obligations under this Agreement (except for those which may expressly survive the termination of this Agreement). If Purchaser does not terminate this Agreement, then Purchaser shall be deemed to have waived any uncured Objections, except for those Objections Seller has agreed to cure, and must accept such title as Seller is able to convey as of Closing, subject to the other terms and provisions of this Agreement. Notwithstanding the foregoing, at or prior to Closing, Seller shall discharge or cause to be discharged all: (i) matters set forth on Schedule C of the Title Commitment; (ii) exceptions to title created after the Effective Date without the written consent of Purchaser; and (iii) judgments, liens and mortgages affecting the Property, and same shall not constitute Permitted Exceptions.

Section 5.2 Due Diligence

On or prior to the Due Diligence Delivery Date, Seller shall deliver to Purchaser copies of all engineering investigations, soils reports, feasibility reports, tests, environmental studies, license agreements, management agreements, and other information related to the Property in Seller's possession or control. Notwithstanding Seller's delivery of the above described studies, tests and other due diligence material, if any, Purchaser acknowledges that any information of any type which Purchaser has received or may receive from Seller, or its agents, is furnished to Purchaser as a courtesy only and on the express condition that Purchaser shall make an independent verification of the accuracy of such information, and that all such information is being furnished without any representation or warranty by Seller as to the truth, accuracy, or completeness of such

information; provided, however, that Seller confirms that Seller has no current actual knowledge of any material inaccuracies or errors in any such due diligence materials. Further, as a condition to Seller's delivery of any due diligence materials to Purchaser, Purchaser expressly acknowledges the foregoing in its acceptance of such due diligence items from Seller, and agrees to waive any and all claims against Seller for any cause of action arising from Purchaser's reliance on such Seller furnished due diligence materials.

Section 5.3 Inspection Period

A. Purchaser's Right to Inspect the Property. Prior to the expiration of the Inspection Period, Purchaser shall have the right to inspect the Property and determine if the same is suitable for Purchaser's intended use. If Purchaser notifies Seller in writing on or before 11:59 p.m. on the last day of the Inspection Period that Purchaser disapproves or is dissatisfied in any way with the Property, such determination to be made in Purchaser's sole and absolute discretion, then this Agreement shall terminate and the Earnest Money heretofore delivered by Purchaser to Title Company shall be returned to Purchaser; provided, however, the Independent Consideration shall not be returned to Purchaser. If Purchaser fails to so notify Seller in writing prior to the expiration of the Inspection Period of Purchaser's election to terminate this Agreement, this Agreement shall continue in full force and effect. Seller hereby grants to Purchaser during the Inspection Period the right to enter upon the Property and conduct such tests as Purchaser deems necessary.

B. Indemnification for Inspection. To the extent permitted by law, Purchaser shall indemnify, defend, and hold harmless Seller from all claims, actions or causes of action which might occur by virtue of the entry upon or testing of the Property and provided further that in the event Purchaser does not return the Property to its condition prior to Purchaser's activities, Purchaser shall be responsible for all damages occasioned to the Property arising out of the entry upon or testing of the Property, and this indemnity and covenant will survive the Closing or termination of this Agreement for a period of twelve (12) months. Notwithstanding the foregoing or anything contained herein to the contrary, Purchaser shall have no obligation to indemnify Seller for any claim, action or cause of action which is caused, in whole or in part, by Seller's grossly negligent act or omission or to the extent caused by the willful misconduct of Seller, nor shall Purchaser be required to indemnify Seller with respect to Purchaser's discovery or disturbance of any preexisting matter on or with respect to the Property existing prior to entry on the Property by Purchaser or Purchaser's agents, independent contractors, servants, or employees, including, but not limited to, any hazardous material or dangerous condition.

ARTICLE 6
REPRESENTATIONS AND WARRANTIES

Section 6.1 Seller's Representation and Warranties

Seller represents and warrants to Purchaser as of the Effective Date and as of the Closing as follows:

A. Title. Seller has the right to convey and will convey to Purchaser good and indefeasible fee simple title to the Property free and clear of any and all liens, assessments,

unrecorded easements, security interests and other encumbrances except only to the Permitted Exceptions.

B. Licenses. There are no parties in possession of any portion of the Property as licensees, tenants at sufferance or trespassers except for those disclosed, and delivered to Seller as part of the due diligence materials.

C. Negative Covenants. Seller shall not further encumber any of the Property or allow an encumbrance upon the title to any of the Property without the written consent of Purchaser.

D. Liens and Debts. There are no mechanic's liens, Uniform Commercial Code liens or unrecorded liens against the Property, and Seller shall not allow any such liens to attach to the Property prior to Closing, which will not be satisfied out of the Closing proceeds. All obligations of Seller arising from the ownership and operation of the Property and any business operated on the Property, if any, including, but not limited to, taxes, leasing commissions, salaries, and similar agreements, have been paid or will be paid prior to Closing. Except for obligations for which provisions are made in this Agreement for prorating at Closing, there will be no obligations of Seller with respect to the Property outstanding as of Closing.

E. Litigation. To Seller's knowledge, there is no pending or threatened litigation, condemnation, or assessment affecting any of the Property. Seller shall promptly advise Purchaser of any litigation, condemnation or assessment affecting any of Property which is threatened or instituted after the Effective Date.

F. Operation of the Property. After the Effective Date through the Closing Date, Seller shall maintain the Property in the same condition and in the same manner as existed on the Effective Date, except for ordinary wear and tear and any casualty loss.

G. Patriot Act. To the extent applicable to Seller, Seller has complied in all material respects with the International Money Laundering Abatement and Anti-Terrorist Financing Act of 2001, which comprises Title III of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (the "Patriot Act") and the regulations promulgated thereunder, and the rules and regulations administered by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"), to the extent such laws are applicable to Seller. To the best of Seller's knowledge, Seller is not included on the List of Specially Designated Nationals and Blocked Persons maintained by the OFAC, or is a resident in, or organized or chartered under the laws of, (i) a jurisdiction that has been designated by the U.S. Secretary of the Treasury under Section 311 or 312 of the Patriot Act as warranting special measures due to money laundering concerns or (ii) any foreign country that has been designated as non-cooperative with international anti-money laundering principles or procedures by an intergovernmental group or organization, such as the Financial Action Task Force on Money Laundering, of which the United States is a member and with which designation the United States representative to the group or organization continues to concur.

H. Organization and Authority. The execution and delivery of this Agreement by those executing this Agreement on Seller's behalf and Seller's performance of this Agreement has been duly authorized by Seller, and this Agreement is binding on Seller and enforceable against

Seller in accordance with its terms. The execution of this Agreement and the consummation of the transaction contemplated herein will not violate any restriction, court order or agreement to which Seller or the Property is subject.

I. No Prohibitions. Neither Seller, nor any employee executing this Agreement on behalf of Seller is prohibited from (i) executing or delivering this Agreement; (ii) complying with the terms of this Agreement or (iii) consummating the transactions contemplated by this Agreement by any applicable governmental requirement, agreement, instrument, restriction, or by a judgment, order or decree of any governmental authority having jurisdiction over Seller or the Property.

J. Compliance with Laws. To the best of Seller's current actual knowledge, neither the Property, nor Seller are currently subject to (i) any existing, pending or threatened investigation or inquiry by any governmental authority or (ii) any remedial obligations, under any applicable law, statute, ordinance, rule, regulation, order or determination of any governmental authority or any board of fire underwriters (or other body exercising similar functions), or any restrictive covenant or deed restriction or zoning ordinance or classification affecting the Property, including, without limitation, all applicable building codes, fire codes, health codes, water codes, flood disaster laws and health and Environmental Laws and regulations (hereinafter sometimes collectively called the "Applicable Laws"). Seller has received no notice from any municipal, state, federal or other governmental authority of any violation of any Applicable Laws issued in respect of the Property which has not been heretofore corrected, and no such violation exists.

K. "AS IS". EXCEPT AS EXPRESSLY PROVIDED HEREIN, IT IS UNDERSTOOD AND AGREED THAT SELLER IS NOT MAKING ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OR REPRESENTATIONS AS TO MATTERS OF TITLE (OTHER THAN SELLER'S WARRANTY OF TITLE SET FORTH IN THE DEED TO BE DELIVERED AT CLOSING), ZONING, TAX CONSEQUENCES, PHYSICAL OR ENVIRONMENTAL CONDITION, ABSENCE OF LATENT DEFECTS, OPERATING HISTORY OR PROJECTIONS, VALUATION, GOVERNMENTAL APPROVALS, GOVERNMENTAL REGULATIONS OR ANY OTHER MATTER OR THING RELATING TO OR AFFECTING THE PROPERTY. EXCEPT AS EXPRESSLY PROVIDED HEREIN, PURCHASER AGREES THAT WITH RESPECT TO THE PROPERTY, PURCHASER HAS NOT RELIED UPON AND WILL NOT RELY UPON, EITHER DIRECTLY OR INDIRECTLY, ANY REPRESENTATION OR WARRANTY OF SELLER OR SELLER'S REPRESENTATIVES. PURCHASER WILL CONDUCT SUCH INSPECTIONS AND INVESTIGATIONS OF THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AND RELY UPON SAME, AND, UPON CLOSING, SHALL ASSUME THE RISK THAT ADVERSE MATTERS, INCLUDING, BUT NOT LIMITED TO, LATENT DEFECTS AND ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, MAY NOT HAVE BEEN REVEALED BY PURCHASER'S INSPECTIONS AND INVESTIGATIONS. EXCEPT AS EXPRESSLY PROVIDED HEREIN, PURCHASER AGREES TO TAKE WHATEVER ACTION AND PERFORM WHATEVER INVESTIGATIONS AND STUDIES PURCHASER DEEMS NECESSARY TO SATISFY ITSELF AS TO THE CONDITION

OF THE PROPERTY AND THE EXISTENCE OR NONEXISTENCE OF, OR CURATIVE ACTION TO BE TAKEN WITH RESPECT TO, ANY HAZARDOUS AND/OR TOXIC SUBSTANCES ON OR DISCHARGED FROM THE PROPERTY. PURCHASER ACKNOWLEDGES AND AGREES THAT UPON CLOSING SELLER SHALL SELL AND CONVEY TO PURCHASER AND PURCHASER SHALL ACCEPT THE PROPERTY "AS IS, WHERE IS", WITH ALL FAULTS AND THERE ARE NO ORAL OR WRITTEN AGREEMENTS, WARRANTIES OR REPRESENTATIONS, COLLATERAL TO OR AFFECTING THE PROPERTY BY SELLER OR ANY THIRD PARTY. FURTHER, PURCHASER HEREBY ACKNOWLEDGES TO SELLER THAT PURCHASER AND SELLER ARE NOT IN A SIGNIFICANTLY DISPARATE BARGAINING POSITION. THE TERMS AND CONDITIONS OF THIS PARAGRAPH SHALL EXPRESSLY SURVIVE THE CLOSING AND SHALL NOT BE MERGED THEREIN.

Section 6.2 Purchaser's Representations and Warranties

Purchaser represents and warrants to Seller as of the Effective Date and as of the Closing as follows:

A. Organization and Authority. Purchaser is a home-rule municipality validly existing under the laws of the State of Texas. The execution and delivery of this Agreement by those executing this Agreement on Purchaser's behalf and Purchaser's performance of this Agreement has been duly authorized by Purchaser, and this Agreement is binding on Purchaser and enforceable against Purchaser in accordance with its terms. The execution of this Agreement and the consummation of the transaction contemplated herein will not violate any restriction, court order or agreement to which Purchaser is subject. If Purchaser assigns this Agreement to an allowed third party, such entity shall be duly organized, validly existing and in good standing under the laws of the State of Texas and have all the requisite power and authority to enter into, deliver and perform this Agreement.

B. Litigation. To Purchaser's knowledge, there is no pending or threatened litigation affecting Purchaser that would materially impact the transaction described in this Agreement. Purchaser shall promptly advise Seller of any litigation affecting Purchaser and its ability to consummate the transaction contemplated herein which is threatened or instituted after the Effective Date.

C. Patriot Act. To the extent applicable to Purchaser, Purchaser has complied in all material respects with the International Money Laundering Abatement and Anti-Terrorist Financing Act of 2001, which comprises Title III of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (the "Patriot Act") and the regulations promulgated thereunder, and the rules and regulations administered by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"), to the extent such laws are applicable to Purchaser. To the best of Purchaser's knowledge, Purchaser is not included on the List of Specially Designated Nationals and Blocked Persons maintained by the OFAC, or is a resident in, or organized or chartered under the laws of, (i) a jurisdiction that has been designated by the U.S. Secretary of the Treasury under Section 311 or 312 of the Patriot Act as warranting special measures due to money laundering concerns or (ii) any foreign country that

has been designated as non-cooperative with international anti-money laundering principles or procedures by an intergovernmental group or organization, such as the Financial Action Task Force on Money Laundering, of which the United States is a member and with which designation the United States representative to the group or organization continues to concur.

D. No Prohibitions. Neither Purchaser, nor any employee executing this Agreement on behalf of Purchaser is prohibited from (i) executing or delivering this Agreement; (ii) complying with the terms of this Agreement or (iii) consummating the transactions contemplated by this Agreement by any applicable governmental requirement, agreement, instrument, restriction, or by a judgment, order or decree of any governmental authority having jurisdiction over Purchaser.

Section 6.3 Knowledge

A. Seller's Knowledge. For purposes of this Agreement and any closing document, whenever the phrase "to Seller's actual knowledge," "to Seller's knowledge," "the knowledge of Seller," or "to the best of Seller's knowledge" or similar words of similar import are used, they shall be deemed to refer to facts within the actual knowledge of Vernon L. Krueger and Becky Lynn Krueger at the times indicated only, without independent inquiry, without any actual or implied duty of inquiry whatsoever and without imputation to such person of the knowledge of any other person. The named individual is acting for and on behalf of Seller and in a capacity as an officer or representative of Seller and is in no manner expressly or impliedly making any representations or warranties in an individual capacity. Purchaser waives any right to sue or seek any personal judgment or claim against such individual.

B. Purchaser's Knowledge. For purposes of this Agreement and any closing document, whenever the phrase "to Purchaser's actual knowledge," "to Purchaser's knowledge," "the knowledge of Purchaser," or "to the best of Purchaser's knowledge" or similar words of similar import are used, they shall be deemed to refer to facts within the actual knowledge of Zachary Flores, at the times indicated only, without independent inquiry, without any actual or implied duty of inquiry whatsoever and without imputation to such person of the knowledge of any other person. The named individual is acting for and on behalf of Purchaser and in a capacity as an officer or representative of Purchaser and is in no manner expressly or impliedly making any representations or warranties in an individual capacity. Seller waives any right to sue or seek any personal judgment or claim against such individual.

Section 6.4 Remedies

If either party discovers prior to Closing that any of the other party's representations or warranties have been misrepresented or are inaccurate, such discovering party may notify the party with deficient representations and/or warranties in writing, and the deficient party may attempt to correct or remedy the misrepresentation or inaccuracy. If the misrepresentation or inaccuracy is not remedied prior to Closing, upon written notice to the deficient party, the discovering party may: (i) proceed to Closing without waiving any claim for breach of warranty or misrepresentation; (ii) delay Closing until ten (10) days after the misrepresentation or inaccuracy is remedied; or (iii) exercise any remedies available for default by the deficient party under this Agreement.

Section 6.5 Non-Conformance

Purchaser has or will independently investigate and verify to Purchaser's satisfaction the extent of any limitations or permitted uses of the Property. Purchaser acknowledges that the current use of the Property or any improvements located on the Property (or both) may not conform to applicable Federal, State or municipal laws, ordinances, codes or regulations. Zoning, permitted uses, height limitations, setback requirements, minimum parking requirements, limitations on coverage of improvements to total area of land, requirements of the Americans with Disabilities Act, wetlands restrictions and other matters may have a significant economic impact upon Purchaser's intended use of the Property. Purchaser is not relying upon any warranties or representations of Seller concerning the permitted uses of the Property or with respect to any nonconformance of the Property.

ARTICLE 7
CLOSING

Section 7.1 Closing Date

The Closing shall occur on or before the Closing Date. Seller shall deliver possession of the Property at Closing.

Section 7.2 Seller's Closing Documents

At the Closing, Seller shall deliver the following to Purchaser:

A. A duly executed Special Warranty Deed (the "Deed"), in the form attached hereto as **Exhibit A**, conveying the Property to Purchaser in fee simple, subject only to the Permitted Exceptions;

B. The Title Policy issued by the underwriter for the Title Company pursuant to the Title Commitment, subject only to the Permitted Exceptions, in the full amount of the Purchase Price, dated as of the date of Closing, and with the survey exception deleted except as to "shortages in area;"

C. A FIRPTA certificate, duly executed and acknowledged by Seller;

D. A general assignment assigning to Purchaser all of Seller's interest in any Licenses and Permits;

E. An assignment to Purchaser of Seller's interest in any Leases;

F. Evidence of Seller's authority and capacity to close this transaction; and

G. All other documents reasonably required by the Title Company from Seller to close this transaction.

Section 7.3 Purchaser's Closing Documents

At the Closing, Purchaser shall deliver the following to Seller:

A. The Purchase Price;

B. Evidence of Purchaser's authority and capacity to close this transaction;

C. All other documents reasonably required by the Title Company from Purchaser to close this transaction.

Section 7.4 Closing Costs

Each party shall pay its respective costs associated with the Closing in accordance with Section 1.2 above.

Section 7.5 Ad Valorem Taxes

All state, county, and municipal taxes for the then current year relating to the Property shall be prorated as of the Closing Date and, in accordance with the provisions of Section 26.11 of the Texas Tax Code, the Title Company shall collect from Seller its portion of such taxes and remit the same to the appropriate taxing jurisdictions. This provision shall survive the Closing.

NOTICE REGARDING POSSIBLE LIABILITY FOR ADDITIONAL TAXES. If for the current ad valorem tax year the taxable value of the Property that is the subject of this Agreement is determined by a special appraisal method that allows for appraisal of the Property at less than its market value, the person to whom the Property is transferred may not be allowed to qualify the Property for that special appraisal in a subsequent tax year and the Property may then be appraised at its full market value. In addition, the transfer of the Property or a subsequent change in the use of the Property may result in the imposition of an additional tax plus interest as a penalty for the transfer or the change in the use of the Property. The taxable value of the Property and the applicable method of appraisal is public information and may be obtained from the tax appraisal district established for the county in which the land is located.

ARTICLE 8
CASUALTY LOSS; CONDEMNATION.

All risk of loss to the Property shall remain upon Seller prior to the Closing. If, prior to the Closing, any portion of the Property is damaged or destroyed by fire or other casualty, or subject to a condemnation or taking or the threat of a condemnation or taking, Purchaser may either terminate this Agreement by delivering a written termination notice to Seller or elect to close. If the transaction is to proceed to Closing, there shall be no reduction in the Purchase Price, but Seller shall assign to Purchaser all of Seller's right and interest in any insurance proceeds and/or condemnation awards, as applicable, plus an amount equal to any insurance deductible.

ARTICLE 9
DEFAULT

Section 9.1 Purchaser's Remedies

If Seller fails to perform its obligations under this Agreement for any reason except Purchaser's default, which continues for more than ten (10) days following delivery of written

notice of such default from Purchaser to Seller, then Seller shall be in default and Purchaser may elect to (i) terminate this Agreement and receive the Earnest Money, or (ii) pursue the remedy of specific performance.

Section 9.2 Seller's Remedies

If Purchaser fails to perform its obligations under this Agreement for any reason except Seller's default, which continues for more than ten (10) days following delivery of written notice of such default from Seller to Purchaser, then Purchaser shall be in default, and Seller may terminate this Agreement and receive the Earnest Money, as Seller's sole and exclusive remedies.

ARTICLE 10
REAL ESTATE COMMISSIONS

If and only if, as and when this transaction is closed, Seller shall pay a commission to Seller's Broker in an amount set forth in a separate agreement between Seller and Seller's Broker (the "Commission"). The Commission shall be payable at Closing, if, as and when Closing occurs and the transaction is funded. It is expressly understood, acknowledged and agreed that Seller's Broker's right to such Commission shall vest only upon the actual Closing and funding of this Agreement and no Commission shall be earned, due or owing in the event the purchase and sale transaction contemplated herein shall fail to close for any reason whatsoever including, but not limited to, the default of either Seller or Purchaser. In no event whatsoever shall any Seller's Broker be entitled to receive any portion of the Earnest Money. Each party hereto represents to the other that, except as set forth above with respect to Seller's Broker, it has not authorized any other broker or finder to act on its behalf in connection with the sale and purchase transaction contemplated hereby and that it has not dealt with any broker or finder purporting to act for any other party. Each party hereto agrees, to the extent permitted by law, to indemnify and hold harmless the other party from and against any and all liabilities, costs, damages and expenses of any kind or character arising from any claims for brokerage or finder's fees, commissions or other similar fees in connection with the transactions covered by this Agreement insofar as such claims shall be based upon alleged arrangements or agreements made by such party or on its behalf, which indemnity shall expressly survive any termination or Closing of this Agreement.

ARTICLE 11
MISCELLANEOUS PROVISIONS

Section 11.1 Notices

All notices and other communications required or permitted under this Agreement must be in writing and shall be deemed delivered on the earlier of: (i) actual receipt, if delivered in person or by messenger with evidence of delivery; (ii) the date and time of transmission if delivered by email; or (iii) three (3) business days after deposit in the United States Mail as required below. Notices delivered by mail must be deposited with the U.S. Postal Service and sent by certified mail return receipt requested with postage prepaid, and properly addressed to the intended recipient at the address set forth below. Any party may change its address for notice purposes by delivering written notice of its new address to all other parties in the manner set forth above.

Section 11.2 Forms and Construction

This Agreement is the result of negotiations between the parties, neither of whom has acted under any duress or compulsion, whether legal, economic or otherwise. Accordingly, the terms and provisions hereof shall be construed in accordance with their usual and customary meanings. Seller and Purchaser hereby waive the application of any rule of law which otherwise would be applicable in connection with the construction of this Agreement that ambiguous or conflicting terms or provisions should be construed against the party who (or whose attorney) prepared the executed Agreement or any earlier draft of the same.

Section 11.3 Attorney's Fees

The prevailing party in any legal proceeding brought in relation to this Agreement or transaction shall be entitled to recover from the non-prevailing party's court costs, reasonable attorneys' fees and all other reasonable litigation expenses.

Section 11.4 Assignment

Purchaser may not assign this Agreement without the prior written consent of Seller. Notwithstanding the foregoing, Purchaser may assign its rights under this Agreement to any affiliated entity which directly or indirectly controls, is controlled by or is under common control with Purchaser without the consent of Seller, on the condition that the assignee expressly assumes all of the obligations of Purchaser hereunder in a written agreement, and such written agreement is delivered to Seller prior to the Closing Date. This Agreement shall be binding upon and inure to the benefit of the respective legal representatives, successors, assigns, heirs, and devises of the parties.

Section 11.5 Integration

This Agreement contains the complete agreement between the parties with respect to the Property and cannot be varied except by written agreement of the parties hereto. The parties agree that there are no oral or signed agreements, understandings, representations or warranties made by the parties which are not expressly set forth herein.

Section 11.6 Survival

Any warranty, representation, covenant, condition or obligation contained in this Agreement not otherwise consummated at the Closing will survive the Closing of this transaction for a period of one (1) year.

Section 11.7 Binding Effect

This Agreement shall inure to the benefit of and be binding upon the parties to this Agreement and their respective heirs, legal representatives, successors and assigns.

Section 11.8 Time for Performance

Time is of the essence under each provision of this Agreement. If any date of performance hereunder falls upon a Saturday, Sunday or recognized holiday, such date will be deemed moved forward to the next day which is not a Saturday, Sunday or recognized holiday.

Section 11.9 Business Day

The term "business day" shall mean days elapsed exclusive of Saturday, Sunday or recognized holidays.

Section 11.10 Governing Law

This Agreement shall be construed under and governed by the laws of the State of Texas, and unless otherwise provided herein, all obligations of the parties created under this Agreement are to be performed in the county where the Property is located.

Section 11.11 Severability

If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the invalid, illegal or unenforceable provision shall not affect any other provisions, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision is severed and deleted from this Agreement.

Section 11.12 Counterparts

This Agreement may be executed in a number of identical counterparts. Each counterpart is deemed an original and all counterparts shall, collectively, constitute one agreement. Executed documents transmitted electronically shall be considered originals.

Section 11.13 Gender; Number

Unless the context requires otherwise, all pronouns used in this Agreement shall be construed to include the other genders, whether used in the masculine, feminine or neuter gender. Words in the singular number shall be construed to include the plural, and words in the plural shall be construed to include the singular.

Section 11.14 Immunity

It is expressly understood and agreed that, in the execution and performance of this Agreement, Purchaser has not waived, nor shall be deemed hereby 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.

Section 11.15 Further Assurances

The parties each agree that at any time, or from time to time, after the execution of this Agreement each party will, upon the request of the other party hereto, execute and deliver such further documents and do such further acts and things as such other party may reasonably request in order to effect fully the purposes of this Agreement.

Section 11.16 Certifications Required by Texas Law

In accordance with Chapter 2270 of the Texas Government Code, Seller hereby certifies that Seller (a) does not boycott Israel; and (b) will not boycott Israel during the term of any contract with Purchaser, including during the term of this Agreement. In accordance with Chapter 809 of the Texas Government Code (to the extent applicable), Seller hereby certifies that Seller does not boycott energy companies and will not boycott energy companies during the term of any contract with Purchaser, including during the term of this Agreement. In accordance with Chapter 2274 of the Texas Government Code (to the extent applicable), Seller hereby certifies that Seller 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 Purchaser, including during the term of this Agreement. In accordance with Chapter 2252 of the Texas Government Code (to the extent applicable), Seller hereby certifies that it is not engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared and maintained under Sections 806.051, 807.051 or 2252.153 of the Texas Government Code. The foregoing terms have the meanings ascribed to them in the referenced statutes if defined therein.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

EXECUTED on the dates stated below, but to be **EFFECTIVE** on the Effective Date defined herein.

Date:_____

PURCHASER:
CITY OF SHERMAN, TEXAS,
a home-rule municipality

By:_____
Zachary Flores, City Manager

SELLER:
VERNON L. KRUEGER HOLDINGS LLC, a Texas limited liability company, and **VERNON LEE KRUEGER AND BECKY LYNN KRUEGER, TRUSTEES OF THE KRUEGER FAMILY REVOCABLE TRUST AGREEMENT, DATED MAY 5, 2020**

Date: 10-27-25

By: Vernon L. Krueger
Vernon Lee Krueger, Member and Trustee

Date: 10-27-25

By: Becky L. Krueger
Becky Lynn Krueger, Trustee

TITLE COMPANY ACCEPTANCE

The Title Company acknowledges receipt of the executed Agreement and Earnest Money on _____, 2025, at _____(a.m./p.m.) and has accepted the Earnest Money subject to the terms and conditions set forth in this Agreement.

TITLE COMPANY:

CHAPIN TITLE COMPANY

By: _____
Name: _____
Title: _____

EXHIBIT "A"
FORM OF SPECIAL WARRANTY DEED

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

SPECIAL WARRANTY DEED

STATE OF TEXAS §
§ KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF GRAYSON §

As used herein, the following terms shall have the following meanings:

Effective Date: _____, 2025

Grantor: **VERNON L. KRUEGER HOLDINGS LLC**, a Texas limited liability company and, **VERNON LEE KRUEGER AND BECKY LYNN KRUEGER, TRUSTEES OF THE KRUEGER FAMILY REVOCABLE TRUST AGREEMENT, DATED MAY 5, 2020**

Grantor's Mailing Address: 1400 Western Hills Dr.
Sherman, TX 75092

Grantee: **CITY OF SHERMAN, TEXAS**, a home-rule municipality

Grantee's Mailing Address: P.O. Box 1106
Sherman, TX 75091

Consideration: TEN DOLLARS ($10.00) cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged

Property (including any improvements):

__ ± acre of land, situated in the _____ Survey, Abstract No. ___, City of Sherman, Grayson County, Texas, as more particularly described and depicted in Exhibit 1, attached hereto and incorporated herein for all purposes ("Property").

This conveyance shall include all and singular the rights and appurtenances pertaining to the Property, including any right, title and interest in and to adjacent streets, roads, alleys or rights-of-way; all oil, gas and other minerals; and any improvements, fixtures, and personal property situated on or attached to the Property.

Reservations from and Exceptions to Conveyance and Warranty:

Permitted Encumbrances, if any, listed on Exhibit 2, 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.

VERNON L. KRUEGER HOLDINGS LLC, a Texas limited liability company, and **VERNON LEE KRUEGER AND BECKY LYNN KRUEGER, TRUSTEES OF THE KRUEGER FAMILY REVOCABLE TRUST AGREEMENT, DATED MAY 5, 2020**

By: Vernon L Krueger
Vernon Lee Krueger, member and trustee

By: Becky L Krueger
Becky Lynn Krueger, trustee

STATE OF TEXAS §
§
COUNTY OF GRAYSON §

BEFORE ME, the undersigned authority, on this day personally appeared **VERNON LEE KRUEGER**, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me that he is a member and duly authorized representative of **VERNON L. KRUEGER HOLDINGS LLC**, a Texas limited liability company, and TRUSTEE of **THE KRUEGER FAMILY REVOCABLE TRUST AGREEMENT, DATED MAY 5, 2020** 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 and trust.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this 27TH day of October, 2025.

SHAYNAN HART
Notary Public, State of Texas
Comm. Expires 11-15-2026
Notary ID 128443166

Notary Public, State of Texas
My Commission Expires: 11-15-2026

STATE OF TEXAS §
§
COUNTY OF GRAYSON §

BEFORE ME, the undersigned authority, on this day personally appeared **BECKY LYNN KRUEGER**, TRUSTEE of **THE KRUEGER FAMILY REVOCABLE TRUST AGREEMENT, DATED MAY 5, 2020** that she executed the same for the purposes and consideration therein stated and in the capacity therein stated as the act and deed of said trust.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this 27TH day of October, 2025.

SHAYNAN HART
Notary Public, State of Texas
Comm. Expires 11-15-2026
Notary ID 128443166

Notary Public, State of Texas
My Commission Expires: 11-15-2026

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.

_____
Notary Public, State of Texas
My Commission Expires:_____

ATTEST:

BY: _____
Teri Fine, City Clerk

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

By: _____
Ryan D. Pittman, City Attorney

EXHIBIT 1
Legal Description of the Property

Being a tract of 65 feet x 150 feet out of LOTS FOUR (4) and FIVE (5) in BLOCK 'N' of BLACK'S ADDITION to the City of Sherman, Texas, as shown by plat of record in Volume 53, Page 74, Deed Records, Grayson County, Texas, and being more particularly described as follows:

BEGINNING at the South line of said Lot Four (4) at the Southwest corner of a tract conveyed to Frank Bronaugh by deed recorded in Volume 386, Page 144, Deed Records, Grayson County, Texas, said point being 45 feet west of the Southeast corner of said Lot Four (4), Block 'N' of said Black's Addition to the City of Sherman, Texas;

THENCE West along the South line of said Lots Four (4) and Five (5) a distance of 65 feet to an iron pin, said point being 40 feet east of the Southwest corner of said Lot (5);

THENCE North 150.0 feet to an iron pin for the Northwest corner of this tract;

THENCE East a distance of 65.0 feet to an iron pin, the Northeast corner of this tract;

THENCE South parallel to and 45 feet west of the East line of said Lot Four (4) a distance of 150.0 feet to the place of beginning; and being the same property conveyed by deed from J.B. Carter, Jr. to Michael S. Cook, dated August 16, 2000, recorded in Volume 2968, Page 594, Official Public Records, Grayson County, Texas, and being known locally as 219 W. Pecan, Sherman, Texas.

EXHIBIT 2
The Permitted Exceptions



Sherman Development Engineering Group

219 W Pecan

1" = 100'

NORTH

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. K.2.

Meeting Date: 11/17/2025

Prepared By: Clint Philpott, Assistant City Manager

Approved By: Zachary Flores, City Manager

Caption:

RESOLUTION NO. 7594

Authorizing Execution of a Development Agreement Between Lennar Homes of Texas Land and Construction, LTD and the City of Sherman, TX for Certain Public Improvements on Approximately 165.361 Acres Generally Located in the Travis Heights neighborhood, in the City of Sherman

Issue:

Authorizing Execution of a Development Agreement Between Lennar Homes of Texas Land and Construction, LTD and the City of Sherman, TX for Certain Public Improvements on Approximately 165.361 Acres Generally Located north of FM 1417 and east of S. Travis Street in the City of Sherman

Background:

Lennar Homes is developing a residential subdivision North of FM 1417 and east of South Travis Street. The development includes mostly sixty-foot lots and backs up to Post Oak Creek. This agreement includes the extension of two minor thoroughfares (Seguin and Bel Air Blvd). In order to make an additional connection between FM 1417 and South Travis Street, the City will help fund the construction of both streets. Each street will be four lanes with a landscaped median and include water, sewer and storm drainage extensions through the subdivision. Lennar Homes is also dedicating two parcels (21 acres and 4 acres) to the City for new Park Land. The larger tract ties into existing City property along the creek.

Total reimbursement will be in two phases. Phase one of the development is complete and the second phase is currently under construction.

Capital Improvement Program:

Origination:

Lennar Homes
City Manager's Office

Financial Consideration:

The current estimated reimbursement is $2,400,000.00

Staff Recommendation:

Staff recommends approval

Alternatives:
As directed by Council

Attachments:
1. Resolution No. 7595
2. Development Agreement
3. Location Map

RESOLUTION NO. 7595

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A DEVELOPMENT AGREEMENT BETWEEN LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD, AND THE CITY OF SHERMAN, TX FOR CERTAIN PUBLIC IMPROVEMENTS ON APPROXIMATELY 165.361 ACRES GENERALLY LOCATED IN THE TRAVIS HEIGHTS NEIGHBORHOOD, IN THE CITY OF SHERMAN, TEXAS; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a Development Agreement with Lennar Homes of Texas Land and Construction, LTD for certain improvements within an approximate 165.361-acre tract of land in the Travis Heights Neighborhood in the City of Sherman, Texas, in accordance with all contract documents attached hereto and made a part hereof for all purposes.

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

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

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
TERI FINE, 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

DEVELOPMENT AGREEMENT BETWEEN
LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD.
AND THE CITY OF SHERMAN, TEXAS

This DEVELOPMENT AGREEMENT ("Agreement") is entered into by and between the CITY OF SHERMAN, TEXAS, a home-rule municipality ("Sherman"), and LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD., a Texas limited partnership ("Developer"). Sherman and Developer are sometimes referred to collectively as the "parties" or individually as a "party."

WHEREAS, Developer intends to develop that certain tract of land situated in the City of Sherman, Grayson County, Texas, consisting of 165.361± acres in the Kitchen Preston Survey, Abstract No. 667, as more particularly described in Exhibit A, attached hereto and incorporated herein for all purposes ("Property"); and

WHEREAS, Developer acquired the Property via Special Warranty Deed dated December 2, 2021 and recorded as Instrument Number 2021-41431 of the Official Public Records of Grayson County, Texas; and

WHEREAS, thereafter, Developer conveyed the Property to TCL Land BK 3 202 LP ("Land Bank") via Warranty Deed with Vendor's Lien dated May 25, 2022 and recorded as Instrument Number 2022-18341 of the Official Public Records of Grayson County, Texas; and

WHEREAS, Developer is under contract to develop and re-purchase, in phases, the Property from Land Bank; and

WHEREAS, Developer agrees to design and construct, at its sole cost and expense and subject to the Reimbursement (hereinafter defined), the Developer Improvements (hereinafter defined), including the Street Improvements (hereinafter defined) and the Trail Improvements (hereinafter defined) within the Property under the terms and conditions of this Agreement; and

WHEREAS, Developer intends to develop the Property in three separate phases as depicted in the phasing plan attached hereto as Exhibit B and incorporated herein for all purposes (the "Phasing Plan"), which Phasing Plan is general and conceptual in nature, and may be altered based on the final plats of the Property without the need to amend this Agreement; and

WHEREAS, Developer represents and warrants to Sherman that it has the capacity, ability, expertise, knowledge and experience necessary to design and construct the Developer Improvements as required by this Agreement; and

WHEREAS, Developer desires to convey to Sherman, at no cost to Sherman, the New Parkland Tracts (hereinafter defined) in the manner set forth below; and

WHEREAS, Sherman has adopted certain standards for architectural design, building products and materials and aesthetic methods in the construction, renovation, maintenance and alteration of buildings in Sherman; and

WHEREAS, Developer desires to voluntarily consent to complying with Sherman's standards for architectural design, building products and materials and aesthetic methods, as more particularly set forth and referenced in Exhibit G, attached hereto and incorporated herein for all purposes (collectively, "Building Standards"), in the construction, renovation, maintenance and alteration of all buildings currently existing and to be built in the future on the Property, regardless of whether the Property develops as Developer desires or intends or not; and

WHEREAS, the parties agree that they enter into this Agreement with the full understanding and intent that Sherman will have the right, but not the obligation, to enforce the Building Standards on the Property from and after the Effective Date (hereinafter defined) of this Agreement, notwithstanding any conflicting provision of Chapter 3000 of the Texas Government Code to the contrary; and

WHEREAS, Sherman finds that it would be advantageous and beneficial to Sherman and it citizens to enter into this Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the covenants and conditions contained in this Agreement, Sherman and Developer 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, are incorporated into the body of this Agreement and are adopted as findings of Sherman and the authorized representative of Developer.

2. Land Subject to Agreement. The land that is subject to this Agreement is the Property. Developer represents and warrants that it has the contractual ability to develop the Property.

3. Design and Construction of the Developer Improvements.

   (a) Developer, at its sole cost and expense and subject to the Reimbursement, shall design the following: (1) those certain street improvements generally depicted in Exhibit B-1 and consisting of two four-lane minor thoroughfares, being Seguin Boulevard and a portion of Bel-Air Boulevard[1] for a total of approximately 6,000 linear feet in the aggregate, standard-sized sidewalks on each side of the thoroughfares, necessary storm drainage improvements and all other necessary appurtenances thereto (collectively, the "Street Improvements"); and (2) eight-foot-wide concrete hike-and-bike trail improvements and all other necessary appurtenances thereto as generally depicted in Exhibit B-2 (collectively, the ("Trail Improvements" and together with the Street Improvements, the "Developer Improvements").

[1] The parties agree that certain offsite rights-of-way and/or easements, as determined by Sherman, must be acquired before construction of the portion of Bel-Air Boulevard located between Colorado Street and the intersection of FM 1417. The parties agree that if Sherman does not send written notice to Developer confirming that such rights-of-way and/or easements have been acquired by the issuance of the first building permit for a building within "Phase 3" as shown in the Phasing Plan, Developer shall not be required to construct, and is not entitled to construct, that portion of Bel-Air Boulevard, notwithstanding any statement to the contrary in this Agreement. In such an event, the Estimated Developer Improvements Costs and the Reimbursement will be reduced accordingly.

(b) Developer shall ensure that the designs of the Developer Improvements comply with all applicable ordinances, rules, regulations and requirements of Sherman and other applicable laws (collectively, the "Design Requirements"). Developer has currently estimated the design and construction costs of the Street Improvements are equal to Six Million Two Hundred Twenty-Eight Thousand Three Hundred Ninety and 00/100 dollars ($6,228,390.00), and the estimated design and construction costs of the Trail Improvements are equal to one hundred twenty thousand and 00/100 dollars ($120,000.00) (collectively, the "Estimated Developer Improvements Costs"), as more particularly described in the estimated cost analysis set forth in Exhibit C, attached hereto and incorporated herein for all purposes.

(b) As a condition of Sherman's issuance of any building permits on the applicable phase of the Property, as shown in the Phasing Plan, Developer shall submit to Sherman the designs, plans and specifications for each of the Developer Improvements that are located within each such phase in compliance with this Agreement and the Design Requirements, as each exists at the time Developer submits such designs, plans and specifications (collectively, "Plans"). The general depiction of the Street Improvements attached as Exhibit B-1 and the Trail Improvements attached as Exhibit B-2 are for general informational purposes only, and the Approved Plans (hereinafter defined) are not required to be strictly bound by the same; however, Sherman agrees that the scope of work contemplated by this Agreement shall not be expanded so as to unduly increase the costs to the Developer or time required to install such Developer Improvements so long as the Property is developed as a single-family residential development under the zoning of the Property applicable as of the Effective Date (hereinafter defined) of this Agreement. Upon Developer's submission of the Plans, the Plans must be approved, in writing, by Sherman (collectively, "Approved Plans").

(c) Once Sherman issues written approval of the Approved Plans, Developer, at its sole cost and expense and subject to the Reimbursement, shall promptly commence construction of the applicable portion of the Developer Improvements and diligently pursue completion of the same in accordance with the Approved Plans and pursuant to that certain Three-Party Agreement for Public Improvements, the mutually agreed form of which is attached hereto as Exhibit D. Until Developer provides to Sherman a fully executed version of the Three-Party Agreement for Public Improvements acceptable to Sherman, neither Developer nor its contractor or any other person for whom Developer is legally responsible shall be permitted to commence construction of the Developer Improvements.

(d) All of the Developer Improvements must be completed and finally accepted by Sherman as provided herein and in accordance with the Approved Plans and any and all applicable ordinances, rules, regulations and requirements, as they exist, may be amended or in the future arising (collectively, "Sherman's Final Acceptance"). Developer must complete the portion of the Developer Improvements located within each phase of development of the Property, as shown in the Phasing Plan, and obtain Sherman's Final Acceptance of the same before, and as a condition of, Sherman's issuance of the first building permit for

development of that phase of the Property. For example, Developer must obtain Sherman's Final Acceptance of the portion of Seguin Boulevard located within "Phase 1" of the Property, as shown in the Phasing Plan, before, and as a condition of, Sherman's issuance of the first building permit for development of "Phase 1" of the Property, as shown in the Phasing Plan. Modifications to the Phasing Plan shall require an amendment to this Agreement. The parties agree that time is of the essence of this Agreement. Upon Sherman's Final Acceptance of a Developer Improvement, it shall become the sole property of Sherman. All construction or work in connection with the Developer Improvements shall be performed in a good and workmanlike manner in accordance with good industry practice for the type of work in question.

(e) As a condition to Developer receiving the Reimbursement, Developer shall tender to Sherman evidence, in a form acceptable to Sherman, that all of the design and construction costs of each of the Developer Improvements have been incurred and paid by Developer, including but not limited to, affidavits of payment/affidavits as to debts and liens and any other evidence reasonably required by Sherman ("Evidence of Payments"). The Evidence of Payments shall be segregated and reflect Developer's final, actual cost to design and construct the Street Improvements ("Actual Street Improvements Costs"), and the Developer's final, actual cost to design and construct the Trail Improvements ("Actual Trail Improvements Costs" and together with the Actual Street Improvements Costs, the "Actual Developer Improvements Costs"), respectively.

(f) As an additional condition of Sherman's Final Acceptance of the Developer Improvements, Developer shall, at no cost to Sherman, convey by plat, in a form acceptable to Sherman, all fee simple rights-of-way and easement rights necessary for the construction, operation, maintenance and use of each of the Developer Improvements constructed by Developer (collectively, the "Dedication"). Sherman's acceptance of the Dedication is a condition of Sherman's Final Acceptance of each of the Developer Improvements. Developer shall: (1) make, or cause to be made, the Dedication free and clear of any liens, attachments and encumbrances; and (2) secure the authorized signatures of any person or entity reasonably deemed necessary by Sherman to consent to the Dedication. Nothing in this Agreement may be construed or interpreted to waive, minimize, replace, negate, void, invalidate or otherwise modify in any way any requirement or obligation under any Sherman ordinance, regulation or standard, including but not limited to Sherman's Subdivision Regulations, as they exist or may be amended, for the dedication, grant or conveyance of any type of easement rights and/or fee simple rights-of-way required as part of any development or redevelopment of the Property or any portion thereof which, in the event of conflict, will control over this Agreement. Moreover, nothing in this Agreement may be construed or interpreted to waive, minimize, replace, negate, void, invalidate or otherwise modify in any way Sherman's authority and right to require Developer to convey easement rights, fee simple rights-of-way or other property interests pursuant to Sherman's condemnation authority.

4. Conveyance of New Parkland Tracts.

(a) As additional conditions to Developer receiving the Reimbursement, Developer shall convey fee simple title, free and clear of any liens and encumbrances not accepted by Sherman, and by Special Warranty Deed, in the form attached hereto as Exhibit F, in and to the following two tracts of land: (1) that certain tract of land consisting of 21.356± acres, more particularly described in Exhibit E-1, attached hereto and incorporated herein for all purposes ("21-Acre Parcel"); (2) that certain tract of land consisting of 4.076± acres, more particularly described in Exhibit E-2, attached hereto and incorporated herein for all purposes ("4-Acre Parcel" and together with the 21-Acre Parcel, the "New Parkland Tracts"). Developer shall convey the 21-Acre Parcel to Sherman in accordance with this Agreement simultaneously with, and as a condition of, Sherman's approval of a final plat for any portion of "Phase 1" of the Property as shown in the Phasing Plan. Developer shall convey the 4-Acre Parcel to Sherman in accordance with this Agreement simultaneously with, and as a condition of, Sherman's approval of a final plat for any portion of "Phase 2" of the Property as shown in the Phasing Plan. Prior to conveyance of any of the New Parkland Tracts, Developer shall provide to Sherman a Phase I Environmental Assessment study on each of the New Parkland Tracts. Sherman shall have no obligation to accept the conveyance of any of the New Parkland Tracts unless and until the Phase I Environmental Assessment study for the applicable tract is complete, indicates no recommendations for cleanup and the certification of the assessment is provided to Sherman.

(b) As additional conditions of Sherman's acceptance of each of the New Parkland Tracts: (1) each of the New Parkland Tracts must be conveyed in accordance with this Agreement and at no cost or expense to Sherman; (2) Developer shall, at its sole cost and expense, obtain and file releases of any liens and encumbrances affecting any portion of the New Parkland Tracts, as directed by Sherman, so that the New Parkland Tracts may be conveyed free and clear of all liens and encumbrances not otherwise acceptable to Sherman; (3) Developer shall, at its sole cost and expense, provide to Sherman any existing surveys of the New Parkland Tracts in Developer's possession within seven (7) days of the Effective Date of this Agreement; (4) Developer shall, at its sole cost and expense, provide to Sherman, if required by Sherman, a new ALTA land title survey, certified to Sherman and the title company selected by Sherman within twenty (20) days of the date of Sherman's request thereof; (5) Developer shall pay all costs associated with conveying each of the New Parkland Tracts, including the costs of: (A) title commitments from a title company selected by Sherman along with copies of all exception documents; (B) an owner's title policy for each Parkland Tract in a form acceptable to Sherman; (C) taxes prorated to date of closing; (D) recording fees; (E) charges or fees collected by the title company; and (F) fees for any other service in connection with the conveyance of the New Parkland Tracts to Sherman. The parties agree that the issuance of an owner's title policy for each of the New Parkland Tracts shall be a condition precedent to Sherman's obligations under this Agreement. For purposes of issuance of any title policies obtained by Sherman, the parties agree that the total value of each of the New Parkland Tracts are as follows: the 21-Acre Parcel is Six Hundred Seventy Two Thousands and 00/100

Dollars ($672,000) and the 4-Acre Parcel is One Hundred Twenty Thousand and 00/100 Dollars ($120,000).

5. Reimbursement. Provided that Developer fulfills all of its obligations under this Agreement, including but not limited to, (a) Developer obtaining Sherman's Final Acceptance of each of the Developer Improvements; and (b) Developer receiving from the Sherman City Engineer or his designee written approval of the Actual Developer Improvements Costs, as evidenced by the subject construction contracts and the Evidence of Payments, Sherman shall participate in a portion of the Actual Developer Improvements Costs by paying to Developer (the "Reimbursement") a total of Two Million Four Hundred Thousand and 00/11 Dollars ($2,400,00.00). The Reimbursement shall be due within thirty (30) days of the later of Sherman's issuance of Final Acceptance of the final portion of the Developer Improvements or Sherman's receipt of Developer's written request for such payment. The parties agree that one hundred percent (100%) of the Reimbursement amount is attributable to the oversizing of the Developer Improvements, including but not limited to increased capacity of improvements to anticipate other future development in the area of the Property. Notwithstanding any statement to the contrary in this Agreement, Sherman agrees to provide, and Developer agrees to accept, the Reimbursement as Sherman's sole financial participation in the costs incurred by Developer in connection with its obligations under this Agreement.

6. Building Standards. In the construction, renovation, maintenance and alteration of any existing or future building on the Property, Developer shall not use or install, or permit the use or installation of, any building product or material or aesthetic method that does not comply with the Building Standards, notwithstanding any conflicting provision of Chapter 3000 of the Texas Government Code, as it exists or may be amended. Developer also shall comply with any Sherman-approved façade plans for the Property, as they exist or may be amended by Sherman, notwithstanding any conflicting provision of Chapter 3000 of the Texas Government Code, as it exists or may be amended. Developer voluntarily consents and agrees to comply with this Agreement, the Building Standards and any approved façade plan(s) in the construction, renovation, maintenance and alteration of any existing or future building on the Property.

7. Default.

   (a) If Developer fails to comply with any provision of this Agreement, and such failure is not cured within thirty (30) days after Sherman sends written notice of such failure to Developer, then Sherman shall have the following remedies, in addition to Sherman's other rights and remedies:

      (i) to refuse to accept any portion of any public improvements on the Property or associated with the development of the Property;

      (ii) to terminate this Agreement by providing written notice of termination to Developer;

      (iii) to refuse to issue building permits for any building on the Property;

(iv) to refuse to issue a Certificate of Occupancy for any building on the Property;

(v) to withhold the payment of all or a portion of the Reimbursement pursuant to Section 5 of this Agreement and/or to nullify Section 5 of this Agreement;

(vi) to require Developer to repay all or a portion of the Reimbursement paid by Sherman to Developer;

(vii) to require Developer, another owner of the Property, or a portion thereof, and/or a contractor thereof to immediately cease the construction, renovation, maintenance and/or alteration of a building on the Property to the extent the same fails to comply with the Building Standards; and/or

(viii) to seek specific performance of this Agreement.

Notwithstanding anything in this Section 7(a) to the contrary, a failure of Developer shall not be considered a default if (i) such failure cannot reasonably be cured within the thirty (30) day timeframe, (ii) Developer notifies Sherman of the same within thirty (30) days of receiving a notice of default, and (iii) Developer commences the cure within thirty (30) days of receiving a notice of default and diligently pursues it to completion.

(b) If Sherman fails to comply with the terms and conditions of this Agreement and such failure is not cured within thirty (30) days after Sherman receives written notice of such failure from Developer, then Developer may seek specific performance of this Agreement as its sole and exclusive remedy. Notwithstanding anything in this Section 7(b) to the contrary, a failure of Sherman shall not be considered a default if (i) such failure cannot reasonably be cured within the thirty (30) day timeframe, (ii) Sherman notifies Developer of the same within thirty (30) days of receiving a notice of default, and (iii) Sherman commences the cure within thirty (30) days of receiving a notice of default and diligently pursues it to completion.

8. Termination for Convenience. Notwithstanding any statement to the contrary in this Agreement, Sherman is entitled to terminate all or a portion of this Agreement for any reason or for no reason and/or to cancel all or a portion of Developer's obligations under this Agreement, without any liability to Developer, by providing Developer written notice of termination or cancellation; provided, however, Sherman's right to terminate or cancel under this Section with respect to a portion of the Developer Improvements expires on the date Developer submits a complete application for a permit or approval to construct the applicable portion of the Developer Improvements.

9. Limitation of Liability. Notwithstanding anything to the contrary herein, the parties agree and acknowledge that Sherman shall not, under any circumstance, be required to tender, or be liable to Developer for, any credit or reimbursement of, or payment of any monies, with regard to the matters set forth herein, except as expressly provided in Section 5 of this Agreement. Neither Sherman nor its Council Members, officers, agents, representatives

or employees shall be liable or responsible for any loss or damage to persons or property resulting from any act, omission or neglect of Developer or Developer's agents, servants, employees, contractors, customers or invitees or from any defect or failure of any condition or element of the Property or the Developer Improvements, including the construction thereof. Sherman and its Council Members, officers, agents, representatives and employees shall not be liable or responsible to Developer, its agents, servants, employees, contractors, customers or invitees for any damage to person or property caused by any act, omission or neglect of Developer or Developer's agents, servants, employees, contractors, customers or invitees.

10. Limitations of Agreement. Sherman ordinances covering property taxes, land use, zoning, utility rates, impact fees, permit fees, inspection fees, tree mitigation fees, development fees, tap fees, pro-rata fees and the like are not affected by this Agreement. Further, this Agreement does not waive or limit any of the obligations of Developer to Sherman under any ordinance, whether now existing or in the future arising.

11. 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; 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 Sherman, addressed to it at:
City of Sherman
Attn: Zachary Flores, City Manager
220 W. Mulberry Street
Sherman, Texas 75090
Telephone: (903) 892-7327

With a copy to:
Abernathy, Roeder, Boyd & Hullett, P.C.
Attn: Ryan D. Pittman
1700 Redbud Blvd., Suite 300
McKinney, Texas 75069
Telephone: (214) 544-4000

If to Developer, addressed to it at:
Lennar Homes of Texas Land and Construction, LTD.
Attn: Greg Urech, President of Land
1231 Greenway Drive, Suite 800
Irving, TX 75038

12. Indemnity.

(a) DEVELOPER SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS SHERMAN FROM AND AGAINST ALL DAMAGES, INJURIES (INCLUDING DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEY'S FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY) CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENT, GROSSLY NEGLIGENT OR INTENTIONALLY WRONGFUL ACT OR OMISSION OF DEVELOPER OR ITS OFFICERS, DIRECTORS, PARTNERS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEES, TRUSTEES, LICENSEES, INVITEES OR ANY OTHER THIRD PARTY FOR WHOM DEVELOPER IS LEGALLY RESPONSIBLE (COLLECTIVELY, "DEVELOPER" FOR PURPOSES OF THIS SECTION), REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OF SHERMAN, (I) IN DEVELOPER'S PERFORMANCE OF THIS AGREEMENT; AND/OR (II) ARISING OUT OF GOODS OR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT (COLLECTIVELY, "CLAIMS"). THIS INDEMNIFICATION PROVISION AND THE USE OF THE TERM "CLAIMS" IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST SHERMAN BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN DEVELOPER AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT OR SEPARATION FROM EMPLOYMENT WITH THE DEVELOPER, 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, 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. DEVELOPER IS EXPRESSLY REQUIRED TO DEFEND SHERMAN AGAINST ALL SUCH CLAIMS.

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

HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND DEVELOPER SHALL BE LIABLE FOR ALL COSTS INCURRED BY SHERMAN.

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

13. Waiver and Release of Claims for Obligations Imposed by this Agreement.

(a) DEVELOPER ACKNOWLEDGES AND AGREES THAT, SUBJECT TO EACH PARTY'S COMPLIANCE WITH ITS OBLIGATIONS UNDER THIS AGREEMENT:

(i) THE CONVEYANCES, DEDICATIONS, EASEMENTS AND/OR PAYMENT OF MONEY REQUIRED BY THIS AGREEMENT TO BE PERFORMED BY DEVELOPER, IN WHOLE OR IN PART, DO NOT CONSTITUTE A:

(A) TAKING UNDER THE TEXAS OR UNITED STATES CONSTITUTION;
(B) VIOLATION OF THE TEXAS WATER CODE, AS IT EXISTS OR MAY BE AMENDED;
(C) NUISANCE; OR
(D) CLAIM FOR DAMAGES OR REIMBURSEMENT AGAINST SHERMAN FOR A VIOLATION OF ANY FEDERAL OR STATE CONSTITUTION, STATUTE OR CASE LAW OR ANY FEDERAL, STATE OR LOCAL ORDINANCE, RULE OR REGULATION.

(ii) THE AMOUNT OF DEVELOPER'S FINANCIAL OR INFRASTRUCTURE CONTRIBUTION OR CONVEYANCE OF REAL PROPERTY OR INTERESTS THEREIN (AFTER RECEIVING ALL CONTRACTUAL OFFSETS, CREDITS AND REIMBURSEMENTS, IF ANY) AGREED TO IN THIS AGREEMENT IS ROUGHLY PROPORTIONAL TO THE DEMAND THAT SUCH DEVELOPER'S DEVELOPMENT PLACES ON SHERMAN'S INFRASTRUCTURE.

(iii) DEVELOPER HEREBY RELEASES SHERMAN FROM ANY OBLIGATION TO PERFORM OR COMMISSION A TAKINGS IMPACT ASSESSMENT UNDER CHAPTER 2007 OF THE TEXAS GOVERNMENT CODE, AS IT EXISTS OR MAY BE AMENDED.

(iv) DEVELOPER HEREBY AGREES THAT ANY PROPERTY WHICH IT CONVEYS TO SHERMAN PURSUANT TO THIS AGREEMENT IS ROUGHLY PROPORTIONAL TO THE BENEFIT RECEIVED BY DEVELOPER FOR SUCH LAND, AND DEVELOPER HEREBY WAIVES ANY CLAIM THEREFORE THAT IT MAY HAVE. DEVELOPER FURTHER ACKNOWLEDGES AND AGREES THAT ALL PREREQUISITES TO SUCH A DETERMINATION OF ROUGH PROPORTIONALITY HAVE BEEN MET, AND THAT ANY VALUE RECEIVED BY SHERMAN RELATIVE TO SAID CONVEYANCE ARE RELATED BOTH IN NATURE AND EXTEND TO THE IMPACT OF THE DEVELOPMENT OF DEVELOPER'S ADJACENT PROPERTY ON SHERMAN'S INFRASTRUCTURE. DEVELOPER AND SHERMAN FURTHER AGREE TO WAIVE AND RELEASE ALL CLAIMS ONE MAY HAVE AGAINST THE OTHER RELATED TO ANY AND ALL ROUGH PROPORTIONALITY AND INDIVIDUAL DETERMINATION REQUIREMENTS MANDATED BY THE UNITED STATES SUPREME COURT IN

DOLAN V. CITY OF TIGARD, 512 U.S. 374 (1994), AND ITS PROGENY, AS WELL AS ANY OTHER REQUIREMENTS OF A NEXUS BETWEEN DEVELOPMENT CONDITIONS AND THE PROJECTED IMPACT OF THE PUBLIC INFRASTRUCTURE.

(v) DEVELOPER SHALL INDEMNIFY AND HOLD HARMLESS SHERMAN FROM AND AGAINST ANY CLAIMS AND SUITS OF THIRD PARTIES, INCLUDING BUT NOT LIMITED TO, DEVELOPER'S PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEES OR TRUSTEES, BROUGHT PURSUANT TO THIS SECTION.

(b) DEVELOPER RELEASES SHERMAN FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION BASED ON EXCESSIVE OR ILLEGAL EXACTIONS.

(c) DEVELOPER WAIVES ANY CLAIM FOR DAMAGES OR REIMBURSEMENT AGAINST SHERMAN FOR A VIOLATION OF ANY FEDERAL OR STATE CONSTITUTION, STATUTE OR CASE LAW OR ANY FEDERAL, STATE OR LOCAL ORDINANCE, RULE OR REGULATION.

(d) THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

14. Vested Rights/Chapter 245 Waiver. This Agreement shall confer no vested rights on the Property, or any portion thereof. Developer acknowledges and agrees that this Agreement does not confer vested rights on the Property and does not provide to Sherman "fair notice" of any "project" as defined in Chapter 245 of the Texas Local Government Code. In addition, nothing contained in this Agreement shall constitute a "permit" or an application for a "permit" as defined in Chapter 245 of the Texas Local Government Code. DEVELOPER HEREBY RELEASES, REMISES, ACQUITS AND FOREVER DISCHARGES CITY AND ITS CITY COUNCIL MEMBERS, OFFICIALS, OFFICERS, AGENTS, EMPLOYEES, ATTORNEYS AND CONTRACTORS, IN EACH OF THEIR INDIVIDUAL, CORPORATE AND GOVERNMENTAL CAPACITIES, FROM ALL CLAIMS, DEMANDS AND CAUSES OF ACTION AND/OR PROPOSED CLAIMS, DEMANDS AND CAUSES OF ACTION WHICH COULD HAVE BEEN ALLEGED RELATING TO OR ARISING OUT OF VESTED RIGHTS UNDER CHAPTER 245 OF THE TEXAS LOCAL GOVERNMENT CODE OR OTHER LAW IN CONNECTION WITH THIS AGREEMENT. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

15. Condemnation Procedures/Rights Waiver. AS ADDITIONAL CONSIDERATION FOR THE BENEFITS DEVELOPER IS RECEIVING UNDER THIS AGREEMENT, CITY AND ITS CITY COUNCIL MEMBERS, OFFICIALS, OFFICERS, AGENTS, EMPLOYEES, ATTORNEYS AND CONTRACTORS, IN EACH OF THEIR INDIVIDUAL, CORPORATE AND GOVERNMENTAL CAPACITIES, FROM ALL CLAIMS, DEMANDS AND CAUSES OF ACTION AND/OR PROPOSED CLAIMS, DEMANDS AND CAUSES OF ACTION WHICH COULD HAVE BEEN ALLEGED RELATING TO OR ARISING OUT OF CHAPTER 2206 OF THE TEXAS GOVERNMENT CODE, AS AMENDED, AND/OR CHAPTER 21 OF THE TEXAS PROPERTY CODE, AS AMENDED.

16. Warranties/Representations. All warranties, 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.

17. 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. To the extent of any conflict between the provisions of this Agreement and the exhibits, the provisions of this Agreement shall control.

18. 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.

19. Consideration. This Agreement is executed by the parties without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

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

21. Authority to Execute. The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others 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 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 Effective Date (hereinafter defined).

22. 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.

23. 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.

24. 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.

25. Binding Effect. This Agreement is binding on and shall inure to the benefit of Sherman and Developer and each successive owner of the Property.

26. Indemnification. The Parties agree that the Indemnity provisions set forth in this Agreement are conspicuous, and the parties have read and understood the same.

27. 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.

28. Immunity. It is expressly understood and agreed that, in the execution and performance of this Agreement, Sherman has not waived, nor shall be deemed hereby 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.

29. Reference to Developer. When referring to "Developer" herein, this Agreement shall refer to and be binding upon Developer, and its officers, directors, partners, employees, representatives, contractors, agents, successors, assignees, vendors, grantees, trustees, legal representatives and any other third parties for whom Developer is legally responsible.

30. Reference to Sherman. When referring to "Sherman" herein, this Agreement shall refer to and be binding upon Sherman and Sherman's Council Members, officers, agents, representatives, employees and any other authorized third parties for whom Sherman is legally responsible.

31. Certifications Required by Texas Law. In accordance with Chapter 2270 of the Texas Government Code (to the extent applicable), Developer certifies that it 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), Developer certifies that it does not boycott energy companies and will not boycott energy companies during the term of any contract with Sherman, including during the term of this Agreement. In accordance with Chapter 2274 of the Texas Government Code (to the extent applicable), Developer certifies that it 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 Sherman, including during the term of this Agreement. In accordance with Chapter 2252 of the Texas Government Code (to the extent applicable), Developer certifies that it is not engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared and maintained under Sections 806.051, 807.051 or 2252.153 of the Texas Government Code. The foregoing terms have the meanings ascribed to them in the referenced statutes if defined therein.

32. 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 or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.

[*Signature pages follow.*]

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

CITY OF SHERMAN, TEXAS,
a home-rule municipality

By: _____
Zachary Flores, City Manager
Date executed: _____

ATTEST:

By: _____
Teri Fine, City Clerk

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

By: _____
Ryan D. Pittman, City Attorneys

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 for the **City of Sherman, Texas**, and that he executed said instrument for the purposes and consideration therein expressed.

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

_____
Notary Public, State of Texas
My Commission Expires:_____

LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD.,
a Texas limited partnership

By: Jennifer Eller
Printed Name: Jennifer Eller
Title: Authorized Agent
Date executed: 11/4/2025

STATE OF TEXAS §
§
COUNTY OF Dallas §

BEFORE ME, the undersigned authority, on this day personally appeared Jennifer Eller, 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 duly authorized representative of LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD., a Texas limited partnership, and that he executed said instrument for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 4 day of November, 2025.

HENSLEE OGLE
Notary Public, State of Texas
Comm. Expires 05-09-2029
Notary ID 135514968

Notary Public, State of Texas
My Commission Expires: 5/9/2029

Exhibit A
Legal Description of the Property

BEING a tract of land situated in the Preston Kitchens Survey, Abstract Number 667, Grayson County, Texas, and being all of a called 165.365-acre tract of land described in a deed to TCL LAND BK3 (2022), LP, as recorded in Instrument Number 2022-18341, Official Public Records, Grayson County, Texas, and a portion of Constitution Village, an addition to the City of Sherman, as described in the plat thereof recorded in Volume 3, Page 73, Plat Records, Grayson County, Texas, and being a portion of Constitution Village Section Two, an addition to the City of Sherman, as described in the plat thereof recorded in Volume 4, Page 22, said Plat Records, and a portion of a Replat of Constitution Village Section Two, Block No. Five & Block No. Six, an addition to the City of Sherman, as described in a replat thereof recorded in Volume 6, Page 31, said Plat Records, and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8-inch iron rod with cap stamped "AL COPLEY RPLS 6720" found for the southeast corner of said 165.365-acre tract, common to the northwest corner of Lot 2, Block No. Eight, said Constitution Village (Volume 3, Page 73), same being in the westerly line of a called 88,972.5-square-feet of land described in a deed to the City of Sherman, recorded in Volume 1660, Page 420, Deed Records, Grayson County, Texas;

THENCE South 75°02'16" West, along the southerly line of said 165.365-acre tract and the northerly line of said Lot 2 and the southerly line of Lot 1, Block No. Eight, said Constitution Village (Volume 3, Page 73), a distance of 298.02 feet to a 5/8-inch iron rod with cap stamped "AL COPLEY RPLS 6720" found for the southernmost corner of said 165.365-acre tract, same being the west common corner of said Lots 1 and 2, same also being in the easterly right-of-way line of South Carolina Drive (60' public right-of-way);

THENCE North 14°59'05" West, along the common line of said 165.365-acre tract, said South Carolina Drive and said Lot 1, a distance of 120.80 feet to the northwest corner of said Lot 1, same being at the intersection of the westerly right-of-way line of said South Carolina Street and the southerly right-of-way line of Colorado Street (50' public right-of-way), from which a 1/2-inch iron rod found for witness bears: North 21°37' West, 0.3 feet;

THENCE North 74°59'55" East, continuing along said common line and the southerly right-of-way line of said Colorado Street, a distance of 70.00 feet to a 1/2-inch iron rod found with cap stamped "SARTIN 3694" found for the northeast corner of said Lot 1;

THENCE along the common line of said 165.365-acre tract and said Constitution Village (Volume 3, Page 73) the following courses and distances:

North 14°57'44" West, a distance of 179.73 feet to a point for corner;

North 68°02'16" East, a distance of 42.02 feet to the point for corner from which a metal fence post found for witness bears South 14°42' West, 0.7 feet, said point being at the beginning of a non-tangent curve to the left with a radius of 1,113.17 feet, a central angle of 18°12'22", and a chord bearing and distance of North 30°56'51" West, 352.23 feet;

In a northerly direction, with said non-tangent curve to the left, an arc distance of 353.72 feet to a 1/2-inch iron rod found with cap stamped "SARTIN 3694" found for corner;

North 40°07'44" West, along the easterly line of the aforementioned Constitution Village Section Two (Volume 4, Page 22), a distance of 379.31 feet to a point for corner;

THENCE North 14°57'44" West, along the common line of said 165.365-acre tract and said Constitution Village Section Two (Volume 4, Page 22), a distance of 657.15 feet to a 1/2-inch iron rod found for the east common corner of Lots 2 and 3, Block No. Nine, said Constitution Village Section Two (Volume 4, Page 22);

THENCE South 75°02'16" West, departing said common line and crossing said Constitution Village Section Two (Volume 4, Page 22), along the common line of said 165.365-acre tract and said Lots 2 and 3, a distance of 120.00 feet to a 1/2-inch iron rod with plastic cap stamped "SARTIN 3694" found for the west common corner of said Lots 2 and 3, same being in the easterly right-of-way line of the aforementioned South Carolina Drive;

THENCE South 84°30'00" West, along the southwesterly line of said 165.365-acre tract and continuing across said Constitution Village Section Two (Volume 4, Page 22), and crossing said South Carolina Drive, a distance of 60.83 feet to a 1/2-inch iron rod found for the east common corner of Lots 19 and 20, Block No. Five, of the aforementioned Replat of Constitution Village Section Two, Block No. Five & Block No. Six;

THENCE continuing along the southwesterly line of said 165.365-acre tract and crossing said Replat of Constitution Village Section Two (Volume 6, Page 31) the following courses and distances:

South 75°02'16" West, along the common line of said Lots 19 and 20, a distance of 123.00 feet to a 1/2-inch iron rod found with plastic cap stamped "Illegible" for the west common corner of said Lots 19 and 20, same being in the easterly line of Lot 21, said Block No. Five;

South 14°57'44" East, along the common line of said Lots 19 and 21, a distance of 48.23 feet to the east common corner of Lots 21 and 12, said Block No. Five;

South 76°37'05" West, along the southerly lines of said Lot 21 and Lots 22-24, said Block No. Five, and along the northerly lines of said Lot 12 and Lot11, said Block No. Five, a distance of 240.59 feet to the common corner of said Lots 11 and 24 and Lots 25 and 10, said Block No. Five, from which a 3/8-inch iron rod found for witness bears South 80°59' East, 0.4 feet, said common corner being at the beginning of a non-tangent curve to the right with a radius of 1,099.55 feet, a central angle of 27°27'21", and a chord bearing and distance of South 52°37'43" West, 521.87 feet

In a westerly direction, with said non-tangent curve to the right, and along the northerly lines of said Lot 10 and Lots 2-7, said Block No. Five, and along the southerly lines of said Lot 25 and Lots 26-31, said Block No. Five, an arc distance of 526.90 feet to the common corner of said Lots 2 and 31 and Lots 1 and 32, said Block No. Five, from which a 1/2-inch iron rod found for witness bears South 11°25' East, 0.8 feet;

South 75°09'13" West, along the common line of said Lots 1 and 32, a distance of 116.97 feet to a 1/2" iron rod with cap stamped "Illegible" found for the west common corner of said Lots 1 and 32, same being in the easterly right-of-way line of South Dakota Drive (60' public right-of-way);

THENCE South 61°45'14" West, continuing along the southwesterly line of said 165.365-acre tract and crossing the aforementioned Constitution Village Section Two (Volume 4, Page 22) and said South Dakota Drive, a distance of 61.30 feet to the east common corner of Lots 7 and 8, Block No. Two, said Constitution Village Section Two (Volume 4, Page 22), from which a 1/2-inch iron rod with plastic cap stamped "SARTIN 3694" found for witness bears: South 19°19' West, 0.2 feet;

THENCE South 75°00'55" West, continuing along the southwesterly line of said 165.365-acre tract and across said Constitution Village Section Two (Volume 4, Page 22) and along the common line of said Lots 7 and 8, a distance of 118.38 feet to a 1/2-inch iron rod with plastic cap stamped "SARTIN 3694" found southernmost southwest corner of said 165.365-acre tract, same being the west common corner of Lots 7 and 8, same also being in the easterly line of a called 2-acre tract of land described in a deed to Barbara Wible Powell and Margaret Wible Briggs, as recorded in Volume 3960, Page 876, Official Public Records, Grayson County, Texas;

THENCE along the westerly line of said 165.365-acre tract the following courses and distances:

North 15°39'28" West, along the westerly line of said Constitution Village Section Two (Volume 4, Page 22) and the easterly lines of said 2-acre tract and Lot 2, Block 1, Bryant Luckett Addition, an addition to the City of Sherman, as recorded thereof in Volume 20, Page 42, said Plat Records, and a called 1.76-acres tract of land described as Tract 1 in a deed to Bryan Luckett, as recorded in Volume 5591, Page 712, said Official Public Records, a distance of 451.55 feet to an X cut in concrete found for the northeast corner of said 1.76-acre tract, common to the southeast corner of a called 3.73-acre tract of land described in a deed to Roger D. Brown, as recorded in Volume 5978, Page 500, said Official Public Records;

North 15°25'28" West, continuing along the westerly line of said Constitution Village Section Two (Volume 4, Page 22) and the easterly line of said 3.73-acre tract and along the easterly line of a called 0.40-acre tract of land described as Tract 2 in a deed to Bryan Luckett, as recorded in Volume 5591, Page 712, said Official Public Records, a distance of 104.79 feet to a point for corner;

North 15°03'11" West, a distance of 141.20 feet to a 3/4-inch iron rod found for the northeast corner of said 0.40-acre tract;

North 81°05'52" West, along the northerly line of said 0.40-acre tract, a distance of 31.82 feet to a 1/2-inch iron rod found for the southeast corner of a called 2.205-acre tract of land described in a deed to Thomas N. Shipp, as recorded in Volume 5095, Page 365, said Official Public Records;

North 05°18'03" East, departing the northerly line of said 0.40-acre tract and along the easterly line of said 2.205-acre tract, a distance of 289.80 feet to a 1/2-inch iron rod found for the northeast corner of said 2.205-acre tract;

North 84°31'12" West, along the northerly line of said 2.205-acre tract, a distance of 343.14 feet to a 1/2-inch iron rod found for the westernmost southwest corner of said 165.365-acre tract, common to the northwest corner of said 2.205-acre tract for corner, same being in the easterly right-of-way line of United States Highway 75 (variable width public right-of-way);

THENCE North 05°25'31" East, along the common line of said 165.365-acre tract and said United States Highway 75, distance of 690.93 feet to the westernmost northwest corner of said 165.365-acre tract, common to the southwest corner of a called 1.50-acre tract of land described in a deed to Amy Shilling and Marvin Shilling, as recorded in Volume 5735, Page 88, said Official Public Records, from which a 1/2-inch iron rod found for witness bears North 75°8' East, 0.3 feet;

THENCE North 75°08'16" East, departing the easterly right-of-way line of said United States Highway 75 and along the common line of said 165.365-acre tract and said 1.50-acre tract and along the southerly line of a called 2.255-acre tract of land as described in a deed to Steven Wayne Culp, as recorded in Volume 5913, Page 151, said Official Public Records, a distance of 999.90 feet to a 1/2-inch iron rod found in concrete found for the southeast corner of said 2.255-acre tract;

THENCE North 14°52'37" West, along the common line of said 165.365-acre tract of land and said 2.225-acre tract and the easterly line of a called 4.4006-acre tract of land described in a deed to Russell C. Spears, as recorded in Instrument Number 2017-15175, said Official Public Records, and along the easterly line of a called 12.50-acre tract of land as described in a deed to Rene De Santiago, as recorded in Volume 5076, Page 886, said Official Public Records, a distance of 1,157.71 feet to a northwest corner of said 165.365-acre tract, same being a common corner of said 12.50-acre tract and two tracts of land described as Tracts One and Two, in a deed to Fernando Reyna, as recorded in Volume 5898, Page 626, said Official Public Records, same also being a point in the center of Post Oak Creek;

THENCE North 74°03'31" East, along the common line of said 165.365-acre tract and said Tract Two and along the southerly line of a called 3.558-acre tract of land described in a deed to The R. C. Slagle III and Susan Grossman Slagle Revocable Living Trust, as recorded in Instrument Number 2019-1354, said Official Public Records, a distance of 844.70 feet to the northernmost corner of said 165.365-acre tract, same being a point for corner in the center of Post Oak Creek;

THENCE departing the southerly line of said 3.558-acre tract and along the northerly and easterly lines of said 165.365-acre tract and generally along the meanders of said Post Oak Creek the following courses and distances:

South 26°50'20" East, a distance of 236.54 feet to a point for corner;

South 31°43'13" West, a distance of 128.65 feet to a point for corner;

South 78°41'02" West, a distance of 135.05 feet to a point for corner;

South 12°01'22" West, a distance of 124.81 feet to a point for corner;

South 47°42'33" East, a distance of 121.87 feet to a point for corner;

South 71°31'59" East, a distance of 272.06 feet to a point for corner;

North 21°46'48" East, a distance of 243.92 feet to a point for corner;

North 84°04'45" East, a distance of 205.98 feet to a point for corner;

South 74°42'47" East, a distance of 128.52 feet to a point for corner;

North 52°36'44" East, a distance of 177.04 feet to a point for corner;

South 73°20'47" East, a distance of 126.08 feet to a point for corner;

South 11°46'47" West, a distance of 197.26 feet to a point for corner;

South 20°08'20" East, a distance of 95.72 feet to a point for corner;

South 49°13'56" East, a distance of 215.53 feet to a point for corner;

South 59°15'06" East, a distance of 251.13 feet to a point for corner;

South 82°28'14" East, a distance of 256.52 feet to a point for corner;

South 46°37'56" East, a distance of 226.16 feet to a point for corner;

South 49°30'43" East, a distance of 38.27 feet to a point for corner in the center of a branch of said Post Oak Creek;

THENCE departing said Post Oak Creek and continuing along the easterly line of said 165.365-acre tract and along the meanders of said branch of Post Oak Creek the following courses and distances:

South 40°54'19" West, a distance of 41.74 feet to a point for corner;

South 77°28'21" West, a distance of 8.87 feet to a point for corner;

North 59°14'50" West, a distance of 62.06 feet to a point for corner;

South 84°25'20" West, a distance of 26.50 feet to a point for corner;

South 33°43'57" West, a distance of 18.70 feet to a point for corner;

South 39°49'26" East, a distance of 17.24 feet to a point for corner;

South 78°39'39" East, a distance of 13.81 feet to a point for corner;

South 40°25'46" East, a distance of 11.36 feet to a point for corner;

South 03°24'14" East, a distance of 13.46 feet to a point for corner;

South 05°34'52" East, a distance of 60.78 feet to a point for corner;

North 52°54'03" East, a distance of 62.25 feet to a point for corner;

South 70°33'10" East, a distance of 15.74 feet to a point for corner;

South 46°00'46" East, a distance of 18.16 feet to a point for corner;

South 01°00'05" West, a distance of 12.65 feet to a point for corner;

South 32°54'58" West, a distance of 82.87 feet to a point for corner;

South 55°54'22" East, a distance of 24.20 feet to a point for corner;

North 67°06'01" East, a distance of 33.54 feet to a point for corner;

South 47°04'59" East, a distance of 55.50 feet to a point for corner;

South 30°14'14" East, a distance of 40.00 feet to a point for corner;

South 23°04'00" West, a distance of 24.32 feet to a point for corner;

South 58°42'08" West, a distance of 10.21 feet to a point for corner;

North 37°44'17" West, a distance of 36.57 feet to a point for corner;

South 67°01'45" West, a distance of 133.27 feet to a point for corner;

South 34°21'02" West, a distance of 27.38 feet to a point for corner;

South 01°06'27" West, a distance of 35.13 feet to a point for corner;

South 54°24'14" West, a distance of 49.39 feet to a point for corner;

South 24°11'47" East, a distance of 7.19 feet to a point for corner;

South 56°45'30" East, a distance of 38.88 feet to a point for corner;

South 07°16'52" East, a distance of 6.60 feet to a point for corner;

South 22°03'34" West, a distance of 17.41 feet to a point for corner;

South 59°10'35" West, a distance of 130.77 feet to a point for corner;

South 03°41'52" East, a distance of 72.10 feet to a point for corner;

South 02°27'22" West, a distance of 163.47 feet to a point for corner;

South 36°57'14" West, a distance of 73.09 feet to a point for corner;

South 03°35'32" East, a distance of 46.48 feet to a point for corner;

South 05°20'31" East, a distance of 24.70 feet to a point for corner;

South 25°06'40" West, a distance of 35.04 feet to a point for corner;

South 14°58'36" East, a distance of 10.92 feet to a point for corner;

South 54°08'00" East, a distance of 26.14 feet to a point for corner;

South 36°53'42" West, a distance of 72.35 feet to a point for corner;

South 15°23'35" West, a distance of 69.58 feet to a point for corner;

South 31°35'48" East, a distance of 123.35 feet to a point for corner;

South 23°02'12" East, a distance of 17.57 feet to a point for corner;

South 17°19'47" West, a distance of 14.84 feet to a point for corner;

South 87°52'48" West, a distance of 32.49 feet to a point for corner;

South 15°56'20" East, a distance of 74.31 feet to a point for corner;

South 54°26'51" West, a distance of 10.43 feet to a point for corner;

North 82°03'22" West, a distance of 15.96 feet to a point for corner;

South 75°15'02" West, a distance of 10.31 feet to a point for corner;

South 22°07'36" West, a distance of 11.65 feet to a point for corner;

South 18°17'39" East, a distance of 41.29 feet to a point for corner;

South 08°48'06" West, a distance of 15.81 feet to a point for corner;

South 67°56'55" West, a distance of 27.38 feet to a point for corner;

North 71°33'42" West, a distance of 16.11 feet to a point for corner;

South 37°46'50" West, a distance of 49.01 feet to a point for corner;

South 13°05'02" East, a distance of 43.94 feet to a point for corner;

South 32°46'54" West, a distance of 20.99 feet to a point for corner;

South 85°13'05" West, a distance of 8.29 feet to a point for corner;

North 42°28'19" West, a distance of 20.46 feet to a point for corner;

South 79°20'07" West, a distance of 26.42 feet to a point for corner;

South 02°59'09" East, a distance of 59.57 feet to a point for corner;

South 43°11'04" East, a distance of 50.59 feet to a point for corner;

South 02°50'53" West, a distance of 22.54 feet to a point for corner;

South 23°48'48" West, a distance of 25.82 feet to a point for corner;

South 46°03'06" West, a distance of 61.22 feet to a point for corner;

South 07°31'26" East, a distance of 34.26 feet to a point for corner;

South 32°39'07" East, a distance of 62.93 feet to a point for corner;

South 05°49'38" East, a distance of 12.09 feet to a point for corner;

South 44°00'25" West, a distance of 14.65 feet to a point for corner;

South 79°00'52" West, a distance of 29.09 feet to a point for corner;

South 48°40'58" West, a distance of 19.11 feet to a point for corner;

South 14°40'38" West, a distance of 13.53 feet to a point for corner;

South 27°44'31" East, a distance of 12.32 feet to a point for corner;

North 69°19'32" East, a distance of 27.79 feet to a point for corner;

South 72°08'51" East, a distance of 14.40 feet to a point for corner;

South 14°03'01" East, a distance of 12.93 feet to a point for corner;

South 39°56'47" West, a distance of 132.42 feet to a point for corner;

South 35°30'55" East, a distance of 64.43 feet to a point for corner;

South 48°42'35" East, a distance of 39.82 feet to a point for corner;

South 14°57'41" East, a distance of 20.51 feet to a point for corner;

South 09°40'31" West, a distance of 13.23 feet to a point for corner;

South 70°52'28" West, a distance of 12.64 feet to a point for corner;

North 59°26'01" West, a distance of 12.16 feet to a point for corner;

North 51°22'55" West, a distance of 13.51 feet to a point for corner;

South 36°53'35" West, a distance of 39.43 feet to a point for corner;

South 56°36'02" West, a distance of 29.30 feet to a point for corner;

South 05°02'57" East, a distance of 24.97 feet to a point for corner;

South 27°13'09" West, a distance of 81.25 feet to a point for corner;

South 07°05'24" West, a distance of 102.97 feet to a point for corner;

South 50°06'24" West, a distance of 31.83 feet to a point for corner;

South 16°48'24" West, a distance of 24.43 feet to a point for corner;

South 26°50'30" West, a distance of 19.63 feet to a point for corner;

THENCE South 18°58'03" East, departing said branch of Post Oak Creek and continuing along the easterly line of said 165.365-acre tract, a distance of 24.78 feet to a point for corner;

THENCE South 07°26'55" West, continuing along the easterly line of said 165.365-acre tract, a distance of 459.73 feet to a point for corner;

THENCE South 04°05'34" West, continuing along the easterly line of said 165.365-acre tract and along the westerly line of the aforementioned Grayson County tract, a distance of 308.73 feet to the **POINT OF BEGINNING** and containing 7,203,142 square feet or 165.361 acres of land, more or less.

Exhibit B
Phasing Plan

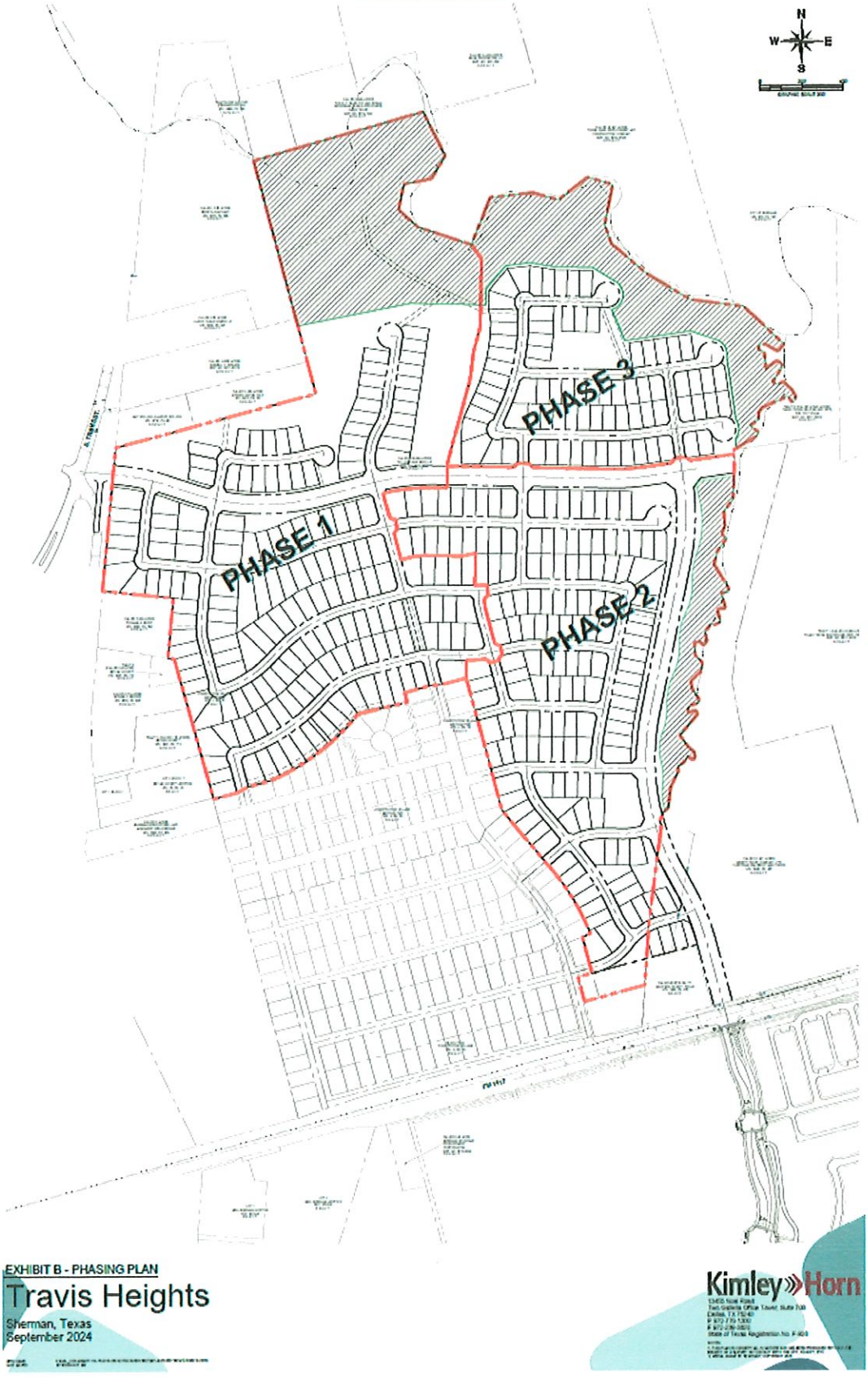


Exhibit B-1

General Depiction and Description of the Street Improvements

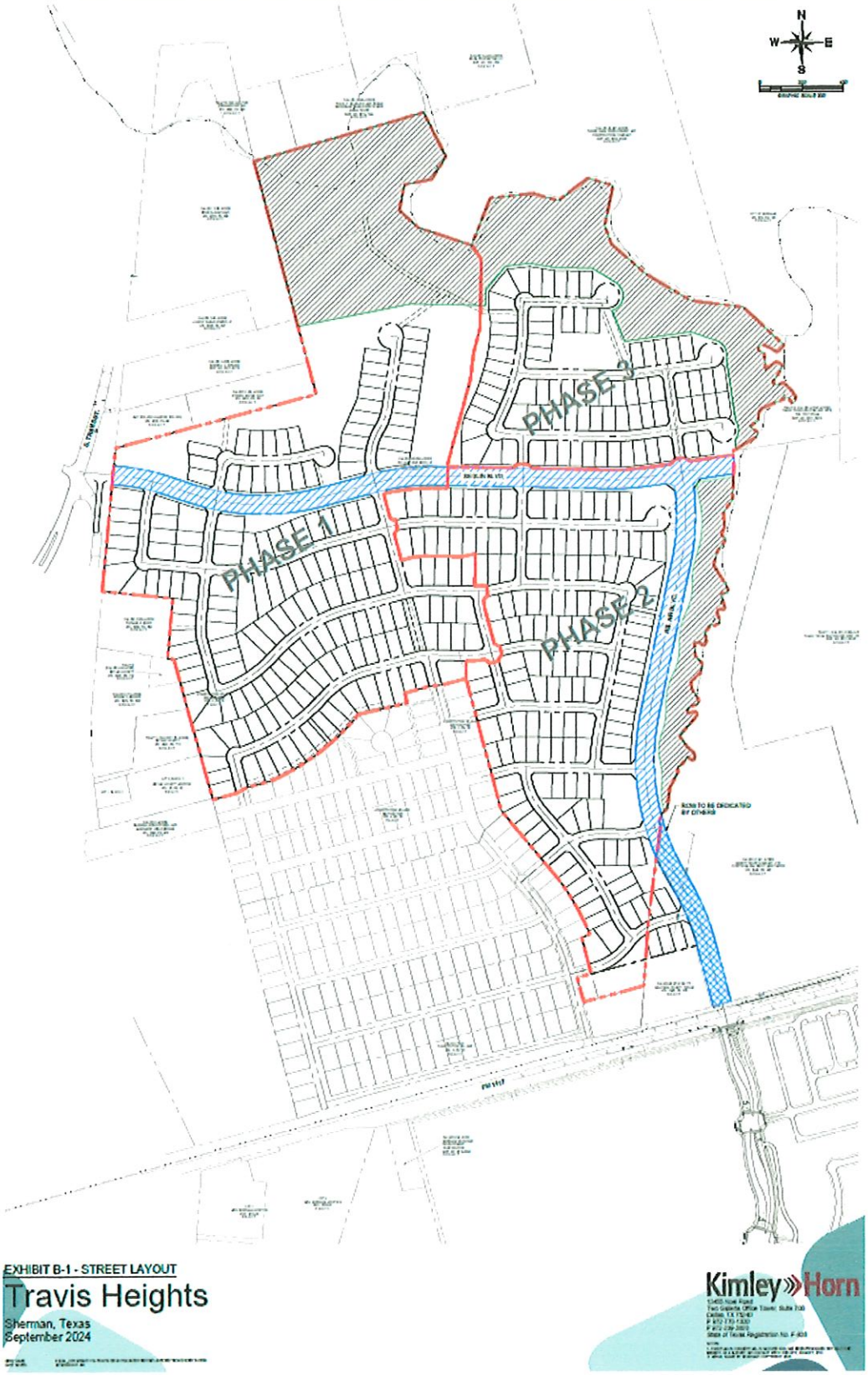


Exhibit B-2

General Depiction and Description of the Trail Improvements

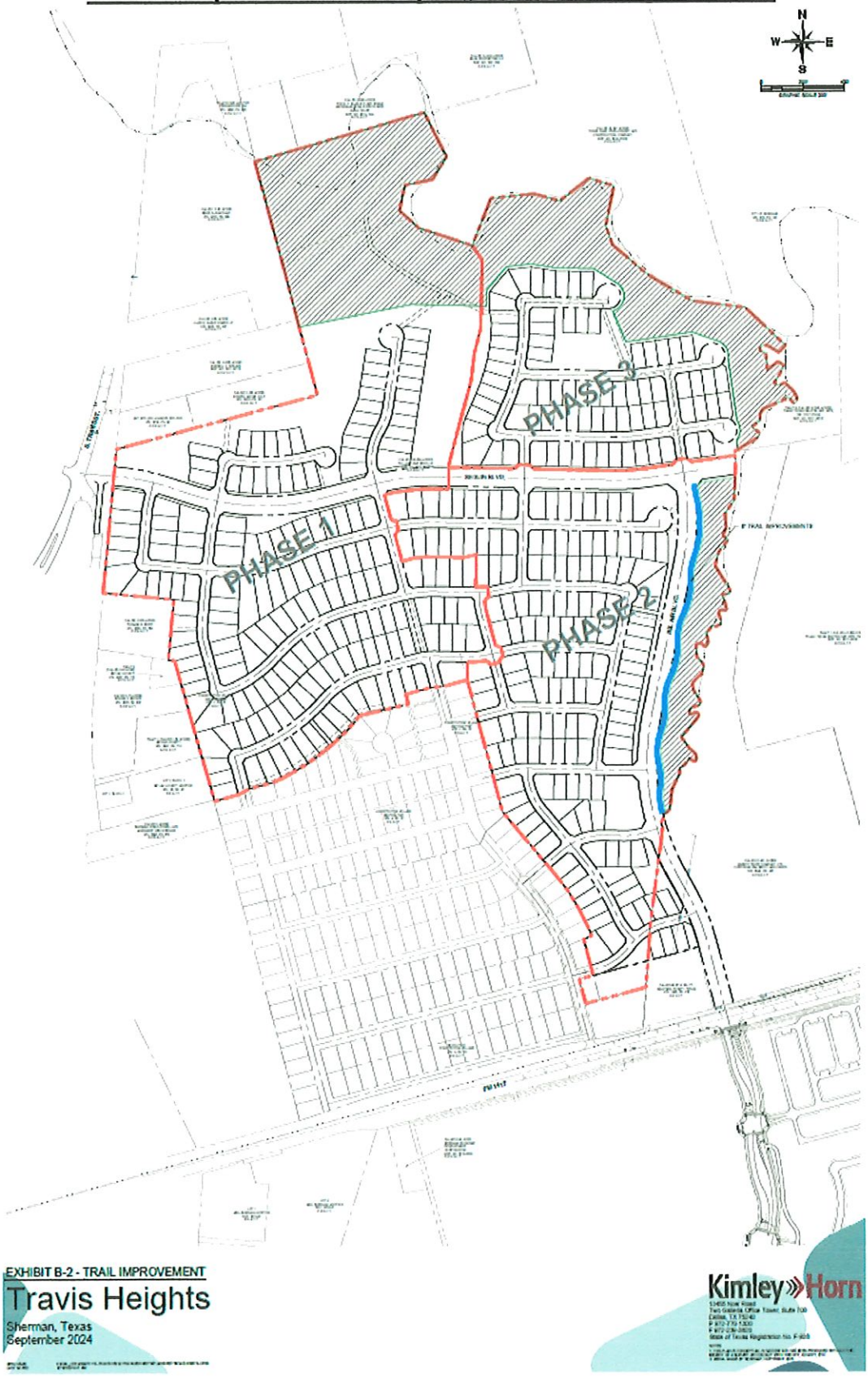


Exhibit C
Estimated Cost Analysis

PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST - IMPORTANT NOTES APPLY
TRAVIS HEIGHTS - SEGUIN BLVD & BEL AIR BLVD
OVERALL COST SUMMARY
OCTOBER 7, 2024

Kimley»Horn

OVERALL COST SUMMARY	PHASE 1 SEGUIN	PHASE 2 SEGUIN & BEL AIR	OFFSITE BEL AIR	TOTAL
DIVISION				
A. CLEARING & EXCAVATION	$170,970	$400,830	$93,084	$664,883
B. EROSION CONTROL	$82,100	$107,420	$53,700	$243,220
E. STORM SEWER	$488,286	$317,642	$132,282	$938,211
F. PAVEMENT	$1,192,819	$1,621,352	$486,090	$3,300,261
SUB-TOTAL	$1,934,175	$2,447,244	$765,156	$5,146,575
PLANNING, SURVEY, PLATTING, ENG., & STAKING (10%)	$193,418	$244,724	$76,516	$514,658
ENGINEERING REVIEW & INSPECTION FEES	$13,500	$31,650	$7,350	$52,500
MISCELLANEOUS & CONTINGENCY (10%)	$193,418	$244,724	$76,516	$514,658
TOTAL	$2,334,510	$2,968,343	$925,537	$6,228,390

PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST - IMPORTANT NOTES APPLY
TRAVIS HEIGHTS - SEGUIN BLVD & BEL AIR BLVD

Kimley»Horn

OCTOBER 7, 2024

PROJECT NAME:	Travis Heights	CREATED BY:	BTE
CITY:	City of Sherman, Grayson County, Texas	CHECKED BY:	BTE
JOB NUMBER:	DGF 2023005	REVISED BY:	

A. CLEARING & EXCAVATION

DESCRIPTION	UNIT	UNIT PRICE	Phase 1 Seguin		Phase 2 Seguin/Bel Air		Offsite Bel Air	
			QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
CLEARING / GRUBBING	AC	$ 2,500.00	4.5	$ 11,250.00	10.6	$ 26,375.00	2.5	$ 6,125.00
UNCLASSIFIED EXCAVATION (5.0 VF OVER NET ACREAGE)	CY	$ 4.20	36,300	$ 152,460.00	85,103	$ 357,434.00	19,763	$ 83,006.00
TESTING	CY	$ 0.20	36,300	$ 7,260.00	85,103	$ 17,020.67	19,763	$ 3,952.67
TOTAL CLEARING & EXCAVATION				$ 170,970.00		$ 400,829.67		$ 93,083.67

B. EROSION CONTROL

DESCRIPTION	UNIT	UNIT PRICE	Phase 1 Seguin		Phase 2 Seguin/Bel Air		Offsite Bel Air	
			QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
MISCELLANEOUS EROSION CONTROL (SILT FENCE, CURLEX, FILTER TUBS, ETC.)	LF	$ 15.00	3,580	$ 53,700.00	6,120	$ 91,800.00	3,580	$ 53,700.00
RIP RAP	SY	$ 142.00	200	$ 28,400.00	110	$ 15,620.00	0	$ -
TOTAL EROSION CONTROL			82100		107420			$ 53,700.00

PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST - IMPORTANT NOTES APPLY
TRAVIS HEIGHTS - SEGUIN BLVD & BEL AIR BLVD

Kimley»Horn

OCTOBER 7, 2024

PROJECT NAME:	Travis Heights	CREATED BY:	BTE
CITY:	City of Sherman, Grayson County, Texas	CHECKED BY:	BTE
JOB NUMBER:	069F 2023005	REVISED BY:	

E. STORM SEWER

DESCRIPTION	UNIT	UNIT PRICE	Phase 1 Seguin		Phase 2 Seguin/Bel Air		Offsite Bel Air	
			QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
10' CURB INLET	EA	$ 4,282.83	1	$ 4,282.83		$ -	2	$ 8,565.66
15' CURB INLET	EA	$ 6,058.11	2	$ 12,116.22	2	$ 12,116.22	2	$ 12,116.22
20' CURB INLET	EA	$ 7,223.67	1	$ 7,223.67	5	$ 36,118.35		$ -
5' WYE INLET	EA	$ 3,832.67	1	$ 3,832.67		$ -		$ -
4' X 4' TYPE B MANHOLE	EA	$ 5,252.76	1	$ 5,252.76	2	$ 10,505.52		$ -
5' X 5' TYPE B MANHOLE	EA	$ 5,754.17	2	$ 11,508.34		$ -	1	$ 5,754.17
6' X 6' TYPE B MANHOLE	EA	$ 6,381.59	1	$ 6,381.59	2	$ 12,763.18		$ -
7' X 7' TYPE B MANHOLE	EA	$ 6,851.51	2	$ 13,703.02		$ -		$ -
18" RCP, CLASS III	LF	$ 100.91	622	$ 62,765.02	364	$ 36,731.24	164	$ 16,549.24
21" RCP, CLASS III	LF	$ 106.29		$ -	195	$ 20,726.55		$ -
24" RCP, CLASS III	LF	$ 125.69		$ -		$ -	184	$ 23,163.76
27" RCP, CLASS III	LF	$ 144.00		$ -	164	$ 23,616.00		$ -
30" RCP, CLASS III	LF	$ 160.33	300	$ 48,099.00	259	$ 41,525.47		$ -
36" RCP, CLASS III	LF	$ 196.24	117	$ 22,960.08		$ -	337	$ 66,132.88
48" RCP, CLASS III	LF	$ 291.22	272	$ 79,211.84		$ -		$ -
54" RCP, CLASS III	LF	$ 347.94		$ -	274	$ 95,335.56		$ -
60" RCP, CLASS III	LF	$ 404.67	231	$ 93,478.77		$ -		$ -
4'X3' RCB, CLASS III	LF	$ 403.48	160	$ 64,556.80		$ -		$ -
4:1 SLOPED END HEADWALL	EA	$ 9,401.46	2	$ 18,802.92	3	$ 28,204.38		$ -
TXDOT-FW-0 HEADWALL	EA	$ 9,401.46	2	$ 18,802.92		$ -		$ -
TxDOT PCO INLET	EA	$ 7,937.37	1	$ 7,937.37		$ -		$ -
TRENCH SAFETY	LF	$ 4.33	1,702	$ 7,369.66	1,256	$ 5,439.48	655	$ 2,965.05
BONDS	%	2.00%	$ 9,765.73	$ 195.31	$ 6,461.62	$ 129.23	$ 2,704.56	$ 54.10
TOTAL STORM SEWER				**$ 488,286.49**		**$ 317,642.47**		**$ 132,261.93**

PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST - IMPORTANT NOTES APPLY
TRAVIS HEIGHTS - SEGUIN BLVD & BEL AIR BLVD

Kimley»Horn

OCTOBER 7, 2024

PROJECT NAME:	Travis Heights	CREATED BY:	BTE
CITY:	City of Sherman, Grayson County, Texas	CHECKED BY:	BTE
JOB NUMBER:	DSF 2023005	REVISED BY:	

F. PAVEMENT

DESCRIPTION	UNIT	UNIT PRICE	Phase 1 Seguin		Phase 2 Seguin/Bel Air		Offsite Bel Air	
			QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
8" CONCRETE PAVEMENT (SEGUIN BOULEVARD)	SY	$ 61.66	10,500	$ 647,430.00	17,800	$ 1,097,548.00	5,325	$ 328,339.50
6" LIME-STABILIZED SUBGRADE (SEGUIN BOULEVARD)	SY	$ 3.52	11,030	$ 38,825.60	18,700	$ 65,824.00	5,600	$ 19,712.00
HYDRATED LIME @ 32#/SY	TON	$ 308.64	176.5	$ 54,468.79	299.2	$ 92,345.09	89.6	$ 27,654.14
6' CONCRETE SIDEWALK	LF	$ 48.00	2,599	$ 124,752.00	5,385	$ 258,480.00	425	$ 20,400.00
CONSTRUCT PAVEMENT HEADER	LF	$ 13.99	50	$ 699.50	129	$ 1,804.71		$ -
INSTALL END-OF-ROAD BARRICADE (SEGUIN BOULEVARD)	EA	$ 2,875.50	2	$ 5,751.00	3	$ 8,626.50		$ -
BARRIER FREE RAMP	EA	$ 4,064.45	10	$ 40,644.60	12	$ 48,773.52	4	$ 16,257.84
INSTALL STOP SIGN W/ STREET NAME BLADE	EA	$ 559.13	6	$ 3,354.78	3	$ 1,677.39	1	$ 559.13
SAWCUT & CONNECT TO EXISTING APHALT PAVEMENT	MO	$ 39.52	430	$ 16,993.60		$ -	508	$ 20,076.16
TRAFFIC CONTROL	LF	$ 9,650.00	1	$ 9,650.00		$ -	1	$ 9,650.00
PAVEMENT MARKINGS	LS	$ 15,750.00	1	$ 15,750.00	1.7	$ 26,924.59	0.5	$ 8,358.94
2" TYPE D HMAC UNDERSEAL COURSE (S. TRAVIS & TEMP ACCESS ROAD)	SY	$ 24.81	1,630	$ 40,440.30		$ -	215	$ 5,334.15
4" TYPE B HMAC PRIME COURSE (S. TRAVIS & TEMP ACCESS ROAD)	SY	$ 47.50	1,770	$ 84,075.00		$ -	232	$ 11,029.50
12" FLEXBASE GEOGRID (S. TRAVIS & TEMP ACCESS ROAD)	SY	$ 53.52	1,840	$ 98,476.80		$ -	241.5	$ 12,924.44
TESTING	SY	$ 1.00	11,030	$ 11,030.00	18,700	$ 18,700.00	5,600	$ 5,600.00
BONDS	%	2.00%	$ 23,846.84	$ 476.94	$ 32,414.08	$ 648.28	$ 9,717.92	$ 194.36
TOTAL PAVEMENT				**$ 1,192,818.90**		**$ 1,621,352.07**		**$ 466,090.16**

SUMMARY	Phase 1 Seguin	Phase 2 Seguin/Bel Air	Offsite Bel Air
A. CLEARING & EXCAVATION	$ 170,970.00	$ 400,829.67	$ 93,083.67
B. EROSION CONTROL	$ 82,100.00	$ 107,420.00	$ 53,700.00
E. STORM SEWER	$ 488,286.48	$ 317,642.47	$ 132,261.93
F. PAVEMENT	$ 1,192,818.90	$ 1,621,352.07	$ 466,090.16
SUB-TOTAL	**$ 1,934,178.38**	**$ 2,447,244.21**	**$ 765,135.76**

Exhibit D

Agreed Form of Three-Party Agreement for Public Improvements

Sherman
CLASSIC TOWN. BROAD HORIZON.

Construction of Public Infrastructure in Public Rights-Of-Way or Easements
(Drainage, Pavement, Sanitary Sewer, Water and/or Other Public Facilities)

CHECKLIST of items required for release of plans and issuance of notice to proceed. (See Item 7.)

Submitted	N/A	
_____	_____	Four (4) originals of the Contract, Bonds, Insurance Certificates and Acknowledgement Form (See instructions below.)
_____	_____	Three (3) to scale half size copies of approved construction plans, sealed by a Professional Engineer.
_____	_____	Plat has been approved by P&Z and City Council.
_____	_____	All necessary off-site easements executed and submitted per instructions.
_____	_____	Copy of SWPPP (booklet) and NOI as sent to TCEQ (or Site Notice) as applicable.
_____	_____	Copy of construction material submittals.
_____	_____	List of proposed subcontractors and emergency contact phone numbers.
_____	_____	Flash drive with construction plans in pdf format (by Engineer).
_____	_____	4.0% Inspection Fee (Paid)

INSTRUCTIONS FOR EXECUTION AND SUBMITTAL OF CONTRACT AND BONDS

1. Owner and Contractor must sign "**Three-Party Agreement**" and provide four (4) originals of documents.
2. Attach **Schedule of Values** (bid item costs) as **Exhibit "A"**. Do not use "lump sum" prices unless approved by City Engineer in writing in advance. Do not include any private facilities or private improvements in the Schedule of Values. The City Engineer or his designee must approve the Schedule of Values prior to submission of the completed Three-Party Agreement.
3. Bonds:
   - Execute **Performance Bond** and **Payment Bond** in the amount of One Hundred Percent (100%) of the value of the work (public infrastructure) to be performed.
   - Execute the **Maintenance Bond** in the amount of One Hundred Percent (100%) of the value of the work (public infrastructure) to be performed for a term of two (2) years from the date of acceptance of the work. (Note that the date of the Maintenance Bond must not be earlier than the date of the Contract.)
4. Provide a **Certificate of Insurance and All Applicable Endorsements,** in accordance with the attached form and sample, showing coverage with liability limits. The minimum limits are as specified below:
   a. Workers' Compensation/Employer's Liability: Providing for payment of benefits as specified by the Workers' Compensation Laws of the State of Texas.
   b. Contractor's Public Liability
      (1) Bodily Injury: $1,000,000 each person
      $1,000,000 each accident
      (2) Property Damage: $1,000,000 each accident
5. Sign **Acknowledgement** related to the payment of inspection fees and testing costs prior to acceptance of public improvements by the City.
6. Submit four (4) sets of documents as above, each with original signatures. The order of each set should be:
   - Contract
   - Exhibit "A" - Schedule of Values
   - Performance Bond, Payment Bond, Maintenance Bond; power of attorney must be submitted for all bonds
   - Certificate of Insurance and Endorsements and Contractor's Certification of Workers' Compensation
   - Acknowledgement Form
7. Beginning Construction: The written release of approved construction plans to the field via the City's Engineering Inspector constitutes **Notice to Proceed (NTP).**
8. If you have any questions, please call 903-892-7208.

City of Sherman
Private Contract No._____

THREE-PARTY AGREEMENT FOR PUBLIC IMPROVEMENTS

This THREE-PARTY AGREEMENT FOR PUBLIC IMPROVEMENTS is made and entered into by and between _____ ("OWNER") and _____ ("CONTRACTOR"). OWNER and CONTRACTOR are each referred to herein as a "party" or collectively as the "parties."

1. CONTRACTOR hereby agrees to furnish all labor, materials, tools, and the necessary equipment for the construction and installation ("work") of the following:

_____

_____

_____

See Exhibit "A" – Schedule of Values and scope of work (collectively, "Public Improvements").

2. The construction and installation of the Public Improvements shall be performed according to the plans prepared by _____ (engineering firm), titled _____ (name of project), dated _____, and the current ordinances, standards, specifications, details and other requirements relating to the design and construction of public improvements (collectively, "Sherman Construction Standards") adopted or issued by the City of Sherman ("CITY"), including the City Engineer and his designee (which are on file in the CITY Engineering Department), and the current edition of the Standard Specifications for Public Works Construction published by the North Central Texas Council of Governments. In the event of a conflict between the Sherman Construction Standards and the NCTCOG Standard Specifications, the Sherman Construction Standards and the NCTCOG Standard Specifications shall govern in that order. The parties agree that the Public Improvements construction, installation and the locations thereof shall be inspected and accepted by the City Engineer or his designee.

3. Inasmuch as the Public Improvements are proposed for dedication to the CITY, it is agreed by and between the parties that the CITY has an interest in the proper performance of this Agreement and any other contract relating to or arising out of the work, and that the CITY may bring suit for failure to comply with the terms of this Agreement and/or any such other contract, as a third-party beneficiary thereof. Although the Public Improvements may be accepted by the City Engineer, the CITY may recover damages and seek other remedies against the parties and/or upon the bonds if it is discovered that the Public Improvements were not built or completed in accordance with the terms of this Agreement.

4. It is agreed between the parties that a Performance Bond in the amount of one hundred percent (100%) of the contract price for work on the Public Improvements shall be furnished by the CONTRACTOR in favor of the CITY and shall be executed by a reputable and solvent surety company authorized to do business in the State of Texas and in the form required by the City Engineer. The Performance Bond shall indemnify the CITY for the completion of the Project in accordance with the terms of this Agreement. The Performance Bond shall be approved by the City Engineer or his designee prior to CONTRACTOR beginning work on the Public Improvements.

5. It is agreed between the parties that a Payment Bond in the amount of one hundred percent (100%) of the contract price for work on the Public Improvements shall be furnished by the CONTRACTOR in favor of the CITY and shall be executed by a reputable and solvent surety company authorized to do business in the State of Texas and in the form required by the City Engineer. The Payment Bond shall indemnify the CITY against any claims of nonpayment by all persons, firms, corporations and other entities who may furnish materials or perform labor in connection with the work. The Payment Bond shall be approved by the City

Engineer or his designee prior to CONTRACTOR beginning work on the Public Improvements

6. It is agreed between the parties that a Maintenance Bond in the amount of one hundred percent (100%) of the contract price for work on the Public Improvements shall be furnished by the CONTRACTOR in favor of the CITY and shall be executed by a reputable and solvent surety company authorized to do business in the State of Texas and in the form required by the City Engineer. The Maintenance Bond ensure the repair or remedy of any maintenance issues the CITY may have regarding the Public Improvements after the CITY accepts the same. The Maintenance Bond shall be approved by the City Engineer or his designee prior to CONTRACTOR beginning work on the Public Improvements

7. OWNER hereby agrees to pay CONTRACTOR for the work on the Public Improvements performed hereunder on the following basis:

See Exhibit "A" Schedule of Values for unit prices and total value of work.

8. Each of the parties hereto has been furnished a copy of the plans referenced above. The project plans have been reviewed and accepted by the City Engineer or his designee.

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

IN ITS SOLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY CONTRACTOR IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY CITY, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CITY IN WRITING. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH

ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF CONTRACTOR'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. CONTRACTOR SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO DEFENSE OR INDEMNIFICATION UNDER THIS AGREEMENT. IF CONTRACTOR FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND CONTRACTOR SHALL BE LIABLE FOR ALL COSTS INCURRED BY CITY.

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

10. CONTRACTOR shall not start work under this Agreement until CONTRACTOR has obtained, at CONTRACTOR's expense, all of the insurance specified in, and required by, this Section, nor shall CONTRACTOR allow any subcontractor to commence work on its subcontract until similar insurance has been obtained by the subcontractor. CONTRACTOR shall procure and keep in full force and effect the types and amounts of insurance specified herein for and during all aspects and phases of CONTRACTOR's work at no expense to CITY. All policies shall name the CITY, its officers, agents, representatives and employees as additional insureds as to all applicable coverages with the exception of workers compensation insurance and professional liability insurance (if applicable). 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. General Liability Insurance shall provide for a Waiver of Subrogation against Sherman 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 Sherman as an additional insured must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance. 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). A Certificate of Insurance and all applicable endorsement(s) evidencing the required insurance shall be submitted prior to commencing work on the Project.

General Liability insurance for personal injury (including death) and property damage	$1 Million per occurrence $2 Million aggregate
Statutory Worker's compensation insurance	as required by state law
Employers Liability insurance	$1 Million bodily injury per accident $1 Million bodily injury by disease-policy limit $1 Million bodily injury by disease-each employee
Hired and Non-Owned Auto Liability insurance covering hired and non-owned autos	$1 Million per occurrence
Umbrella / Excess Liability insurance	$2 Million per occurrence (Projects less than $100,000)
Umbrella Liability insurance only	$2 Million per occurrence (Projects more than $100,000)

11. This Agreement shall bind the parties, their heirs, successors, assigns and representatives for the full and faithful performance of the terms hereof, jointly and severally.

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

13. It is understood and agreed that the Public Improvements, all work and all installations of whatever kind made under the terms of this Agreement shall, upon the written acceptance thereof by the City Engineer or his designee, immediately become the property of the CITY, subject only to such reimbursement to the OWNER as provided by the ordinances of the CITY or by separate written agreement.

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

Signature of Contractor's Representative	Signature of Owner's Representative
Print Name/Title of Contractor's Representative	Print Name/Title of Owner's Representative
Name of Contractor (company)	Name of Owner (company)
Address	Address
City, State, Zip	City, State, Zip
Area Code - Telephone Number	Area Code - Telephone Number

STATE OF TEXAS §
§
COUNTY OF §

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

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this ____day of _____, 2022.

_____
Notary Public, State of Texas
My Commission Expires:_____

STATE OF TEXAS §
§
COUNTY OF _____ §

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

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this _____ day of _____ _____, 2022.

_____
Notary Public, State of Texas
My Commission Expires:_____

RECEIVED AND APPROVED AS TO FORM:

_____
Engineer, City of Sherman

Attachments: Exhibit "A"- Schedule of Values, Performance, Payment, and Maintenance Bonds, Certificate of Insurance/Endorsements, Contractor's Certification of Workers' Compensation, Acknowledgement Form

PERFORMANCE BOND

BOND NO._____

STATE OF TEXAS §
§ KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF Grayson §

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

WHEREAS, the PRINCIPAL has entered into a certain written contract with the CITY, for _____ (Name of Project) which contract is hereby referred to and made part hereof as fully and to the same extent as if copied at length herein.

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

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

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

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

PRINCIPAL:	SURETY:
_____	_____
Name of Contractor	Name of Surety
_____	_____
Signature	Signature
_____	_____
Printed Name and Title	Printed Name and Title
_____	_____
Address	Address
_____	_____
City, State, Zip	City, State, Zip

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

_____

_____

PAYMENT BOND

BOND NO._____

STATE OF TEXAS §

§ KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF Grayson §

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

WHEREAS, the PRINCIPAL has entered into a certain written contract with the CITY, for _____ (Name of Project) which contract is hereby referred to and made part hereof as fully and to the same extent as if copied at length herein.

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

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

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

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

PRINCIPAL:	SURETY:
_____	_____
Name of Contractor	Name of Surety
_____	_____
Signature	Signature
_____	_____
Printed Name and Title	Printed Name and Title
_____	_____
Address	Address
_____	_____
City, State, Zip	City, State, Zip

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

_____

_____

MAINTENANCE BOND

BOND NO._____

STATE OF TEXAS §

§ KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF Grayson §

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

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

WHEREAS, under the plans, specifications, and contract, it is provided that the contractor will maintain and keep in good repair the work herein contracted to be done and performed for a period of two (2) years from the date of the acceptance of said work, and to do all necessary repairing and/or reconstructing in whole or in part of said improvements that should be occasioned by settlement of foundation, defective workmanship or materials furnished in the construction or any part thereof or any of the accessories thereto constructed by the contractor. It being understood that the purpose of this section, in part, is to cover all defective conditions arising by reason of defective material and charge the same against the said contractor and sureties on this obligation, and the said contractor sureties hereon shall be subject to the liquidation damages mentioned in said contract for each day's failure on its part to comply with the terms of said provisions of said contract. Now, therefore, if the said contractor shall keep and perform its said agreement to maintain said work and keep the same in repair for the said maintenance period of two (2) years, as provided, then these presents shall be null and void, and have no further effect, but if default shall be made by said contractor in the performance of its contract to so maintain and repair said work, then these presents shall have full force and effect, and said City of Sherman shall have and recover from the said contractor and its principal and sureties damages in the premises, as provided; and it is further agreed that this obligation shall be continuing one against the principal and sureties, hereon. and that successive recoveries may be and had hereon for successive branches until the full amount shall have been exhausted; and it is further understood that the obligation herein to maintain said work shall continue throughout said maintenance period, and the same shall not be changed, diminished or in any manner affected from any cause during said time.

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

PRINCIPAL:	SURETY:
_____	_____
Name of Contractor	Name of Surety
_____	_____
Signature	Signature
_____	_____
Printed Name and Title	Printed Name and Title
_____	_____
Address	Address
_____	_____
City, State, Zip	City, State, Zip

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

_____

_____

ACKNOWLEDGEMENT

As the person or entity constructing public improvements in public rights-of-way or easements in the City of Sherman ("City"), as set forth in the attached City of Sherman Private Contract, _____(Name of Contractor) and _____(Name of Owner) acknowledge and agree to the following prior to the construction of said improvements:

1. Give at least five (5) work days' notice to the City Engineer of the construction start date.

2. Confirm that the plans to be followed are those which have been approved by the City Engineer, or that any changes thereto are approved in writing by the City Engineer.

3. Provide to the City Engineer Performance, Maintenance, and Payment Bonds for the improvements in the same amounts as if the City were engaging a contractor to do the work. The City shall be a named beneficiary on these bonds.

4. Provide to the City Engineer any soil tests deemed appropriate by the City Engineer.

5. Prior to acceptance of the improvements by the City, pay any fees for any reasonable retesting deemed appropriate by the City Engineer.

6. Provide timely notice to the City Engineer for the purposes of inspecting the work on the improvements, and make the work site available for City inspectors as needed.

7. Pay review, inspection and testing fees in the amount of four percent (4.0%) of the value of the improvements inspected or $_____.

8. Provide the City with a flash drive containing record drawings in pdf format and dwg/dxf format of the public improvements installed.

AGREED AND ACKNOWLEDGED this the_____day of_____, 20_____.

_____	_____
Name of Contractor (company)	Name of Owner (company)
_____	_____
Signature of Contractor's Representative	Signature of Owner's Representative
_____	_____
Print Name/Title of Contractor's Representative	Print Name/Title of Owner's Representative

Exhibit E-1
Legal Description of the 21-Acre Parcel

BEING a tract of land situated in the Preston Kitchen Survey, Abstract No. 667, Grayson County, Texas and being a portion of a called 165.365-acre tract described in the Deed to TCL Land BK3 (2022), LP recorded in Instrument No. 2022-18341 Official Public Records of Grayson County, Texas and being more particularly described by the metes and bounds as follows:

BEGINNING at a 5/8" iron rod with plastic cap stamped "KHA" found for the northernmost northwest corner of said 165.365-acre tract, and the south common corner of Tract one and Tract two described in the Deed to Fernando Reyna, Volume 5898, Page 626, Official Public Records of Grayson County, Texas;

THENCE North 74°03'31" East, along the north line of said 165.365-acre tract and the south line of said Tract Two and along the southerly line of a called 3.558-acre tract of land described in a deed to The R. C. Slagle III and Susan Grossman Slagle Revocable Living Trust, as recorded in Instrument Number 2019-1354, said Official Public Records, a distance of 844.70 feet to the northernmost northeast corner of said 165.365-acre tract, same being in the center of Post Oak Creek;

THENCE departing the southerly line of said 3.558-acre tract and along the northeasterly lines of said 165.365-acre tract and generally along the meanders of said Post Oak Creek the following courses and distances:

South 26°50'20" East, a distance of 236.54 feet to a point for corner;

South 31°43'13" West, a distance of 128.65 feet to a point for corner;

South 78°41'02" West, a distance of 135.05 feet to a point for corner;

South 12°01'22" West, a distance of 124.81 feet to a point for corner;

South 47°42'33" East, a distance of 121.87 feet to a point for corner;

South 71°31'59" East, a distance of 272.06 feet to a point for corner;

North 21°46'48" East, a distance of 243.92 feet to a point for corner;

North 84°04'45" East, a distance of 205.98 feet to a point for corner;

South 74°42'47" East, a distance of 128.52 feet to a point for corner;

North 52°36'44" East, a distance of 177.04 feet to a point for corner;

South 73°20'47" East, a distance of 126.08 feet to a point for corner;

South 11°46'47" West, a distance of 197.26 feet to a point for corner;

South 20°08'20" East, a distance of 95.72 feet to a point for corner;

South 49°13'56" East, a distance of 215.53 feet to a point for corner;

South 59°15'06" East, a distance of 251.13 feet to a point for corner;

South 82°28'14" East, a distance of 256.52 feet to a point for corner;

South 46°37'56" East, a distance of 226.16 feet to a point for corner;

South 49°30'43" East, a distance of 38.27 feet to a point for corner in the center of a branch of said Post Oak Creek;

THENCE along the easterly line of said 165.365-acre tract and generally along the meanders of a branch of said Post Oak Creek the following courses and distances:

South 40°54'19" West, a distance of 41.74 feet to a point for corner;

South 77°28'21" West, a distance of 8.87 feet to a point for corner;

North 59°14'50" West, a distance of 62.06 feet to a point for corner;

South 84°25'20" West, a distance of 26.50 feet to a point for corner;

South 33°43'57" West, a distance of 18.70 feet to a point for corner;

South 39°49'26" East, a distance of 17.24 feet to a point for corner;

South 78°39'39" East, a distance of 13.81 feet to a point for corner;

South 40°25'46" East, a distance of 11.36 feet to a point for corner;

South 03°24'14" East, a distance of 13.46 feet to a point for corner;

South 05°34'52" East, a distance of 60.78 feet to a point for corner;

North 52°54'03" East, a distance of 62.25 feet to a point for corner;

South 70°33'10" East, a distance of 15.74 feet to a point for corner;

South 46°00'46" East, a distance of 18.16 feet to a point for corner;

South 01°00'05" West, a distance of 12.65 feet to a point for corner;

South 32°54'58" West, a distance of 82.87 feet to a point for corner;

South 55°54'22" East, a distance of 24.20 feet to a point for corner;

North 67°06'01" East, a distance of 33.54 feet to a point for corner;

South 47°04'59" East, a distance of 55.50 feet to a point for corner;

South 30°14'14" East, a distance of 40.00 feet to a point for corner;

South 23°04'00" West, a distance of 24.32 feet to a point for corner;

South 58°42'08" West, a distance of 10.21 feet to a point for corner;

North 37°44'17" West, a distance of 36.57 feet to a point for corner;

South 67°01'45" West, a distance of 133.27 feet to a point for corner;

South 34°21'02" West, a distance of 27.38 feet to a point for corner;

South 01°06'27" West, a distance of 35.13 feet to a point for corner;

THENCE departing said branch of Post Oak Creek, over and across said 165.365-acre tract the following courses and distances:

North 10°06'25" West, a distance of 199.14 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

North 15°18'45" West, a distance of 182.82 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

North 54°30'45" West, a distance of 121.20 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

North 89°36'38" West, a distance of 100.73 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

North 74°57'36" West, a distance of 253.29 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

North 27°22'00" West, a distance of 109.22 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

North 22°53'17" West, a distance of 105.24 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

North 54°50'08" West, a distance of 152.77 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

North 68°11'52" West, a distance of 404.58 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

South 54°03'55" West, a distance of 168.40 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

South 17°41'10" West, a distance of 123.00 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

South 45°50'17" West, a distance of 149.27 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

North 87°32'40" West, a distance of 369.31 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

South 73°54'55" West, a distance of 471.44 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner on a northwesterly line of said 165.365-acre tract common to the easterly line of a called 12.50-acre tract of land described in the deed to Rene De Santiago, recorded in Volume 5076, Page 886, Official Public Records of Grayson County, Texas, from which a 1/2" iron rod found for the northwesterly re-entrant corner of said 165.365-acre tract of land bears South 14°52'37" East, a total distance of 390.39 feet, passing a 1/2" iron rod with a plastic cap stamped "4709" found at a distance of 229.93 feet;

THENCE North 14°52'37" West, a distance of 767.32 feet to the **POINT OF BEGINNING** and containing 930,253 square feet or 21.356 acres of land, more or less.

Exhibit E-2
Legal Description of the 4-Acre Parcel

BEING a tract of land situated in the Preston Kitchen Survey, Abstract No. 667, Grayson County, Texas and being a portion of a called 165.365-acre tract described in the Deed to TCL Land BK3 (2022), LP recorded in Instrument No. 2022-18341 Official Public Records of Grayson County, Texas and being more particularly described by the metes and bounds as follows:

COMMENCING at a 5/8" iron rod with plastic cap stamped "AL COPLEY RPLS 6720" found for the southeast corner of said 165.365-acre tract, common to the northeast corner of Lot 2, Block No. Eight, of Constitution Village an addition to the City of Sherman Texas, as described in the plat thereof recorded in Volume 3, Page 73, Plat Records, Grayson County, Texas, same being in the westerly line of a called 88,972.5-square-feet of land described in a deed to the City of Sherman, recorded in Volume 1660, Page 420, Deed Records, Grayson County, Texas;

THENCE along the easterly line of 165.365-acre tract, passing a 1/2" iron rod found for the northwest corner of said 88,972.5 square foot tract at a distance of 128.05 feet, continuing along the common line of said 165.365-acre tract and generally along the meanders of a branch of Post Oak Creek the following courses and distances:

North 04°05'34" East, a distance of 308.73 feet to a point for corner;

North 07°26'55" East, a distance of 459.73 feet to a point for corner;

North 18°58'03" West, a distance of 24.78 feet to a point for corner;

North 26°50'30" East, a distance of 19.63 feet to a point for corner;

North 16°48'24" East, a distance of 24.43 feet to a point for corner;

North 50°06'24" East, a distance of 31.83 feet to a point for corner;

North 07°05'24" East, a distance of 102.97 feet to a point for corner;

North 27°13'09" East, a distance of 81.25 feet to a point for corner;

North 05°02'57" West, a distance of 24.97 feet to the **POINT OF BEGINNING**;

THENCE departing said common line, over and across said 165.365-acre tract the following courses and distances:

South 88°12'54" West, a distance of 83.82 feet to a point for corner;

North 00°44'21" East, a distance of 167.75 feet to a point for corner;

North 11°48'41" East, a distance of 903.51 feet to a point for corner;

North 02°02'08" East, a distance of 195.43 feet to a point for corner;

North 05°22'58" East, a distance of 125.51 feet to a point for corner;

North 81°49'45" East, a distance of 150.81 feet to a point on aforementioned common line of said 165.365-acre tract and said branch of Post Oak Creek;

THENCE along the common line of said 165.365-acre tract and generally along the meanders of a branch of said Post Oak Creek the following courses and distances:

South 02°27'22" West, a distance of 110.26 feet to a point for corner;

South 36°57'14" West, a distance of 73.09 feet to a point for corner;

South 03°35'32" East, a distance of 46.48 feet to a point for corner;

South 05°20'31" East, a distance of 24.70 feet to a point for corner;

South 25°06'40" West, a distance of 35.04 feet to a point for corner;

South 14°58'36" East, a distance of 10.92 feet to a point for corner;

South 54°08'00" East, a distance of 26.14 feet to a point for corner;

South 36°53'42" West, a distance of 72.35 feet to a point for corner;

South 15°23'35" West, a distance of 69.58 feet to a point for corner;

South 31°35'48" East, a distance of 123.35 feet to a point for corner;

South 23°02'12" East, a distance of 17.57 feet to a point for corner;

South 17°19'47" West, a distance of 14.84 feet to a point for corner;

South 87°52'48" West, a distance of 32.49 feet to a point for corner;

South 15°56'20" East, a distance of 74.31 feet to a point for corner;

South 54°26'51" West, a distance of 10.43 feet to a point for corner;

North 82°03'22" West, a distance of 15.96 feet to a point for corner;

South 75°15'02" West, a distance of 10.31 feet to a point for corner;

South 22°07'36" West, a distance of 11.65 feet to a point for corner;

South 18°17'39" East, a distance of 41.29 feet to a point for corner;

South 08°48'06" West, a distance of 15.81 feet to a point for corner;

South 67°56'55" West, a distance of 27.38 feet to a point for corner;

North 71°33'42" West, a distance of 16.11 feet to a point for corner;

South 37°46'50" West, a distance of 49.01 feet to a point for corner;

South 13°05'02" East, a distance of 43.94 feet to a point for corner;

South 32°46'54" West, a distance of 20.99 feet to a point for corner;

South 85°13'05" West, a distance of 8.29 feet to a point for corner;

North 42°28'19" West, a distance of 20.46 feet to a point for corner;

South 79°20'07" West, a distance of 26.42 feet to a point for corner;

South 02°59'09" East, a distance of 59.57 feet to a point for corner;

South 43°11'04" East, a distance of 50.59 feet to a point for corner;

South 02°50'53" West, a distance of 22.54 feet to a point for corner;

South 23°48'48" West, a distance of 25.82 feet to a point for corner;

South 46°03'06" West, a distance of 61.22 feet to a point for corner;

South 07°31'26" East, a distance of 34.26 feet to a point for corner;

South 32°39'07" East, a distance of 62.93 feet to a point for corner;

South 05°49'38" East, a distance of 12.09 feet to a point for corner;

South 44°00'25" West, a distance of 14.65 feet to a point for corner;

South 79°00'52" West, a distance of 29.09 feet to a point for corner;

South 48°40'58" West, a distance of 19.11 feet to a point for corner;

South 14°40'38" West, a distance of 13.53 feet to a point for corner;

South 27°44'31" East, a distance of 12.32 feet to a point for corner;

North 69°19'32" East, a distance of 27.79 feet to a point for corner;

South 72°08'51" East, a distance of 14.40 feet to a point for corner;

South 14°03'01" East, a distance of 12.93 feet to a point for corner;

South 39°56'47" West, a distance of 132.42 feet to a point for corner;

South 35°30'55" East, a distance of 64.43 feet to a point for corner;

South 48°42'35" East, a distance of 39.82 feet to a point for corner;

South 14°57'41" East, a distance of 20.51 feet to a point for corner;

South 09°40'31" West, a distance of 13.23 feet to a point for corner;

South 70°52'28" West, a distance of 12.64 feet to a point for corner;

North 59°26'01" West, a distance of 12.16 feet to a point for corner;

North 51°22'55" West, a distance of 13.51 feet to a point for corner;

South 36°53'35" West, a distance of 39.43 feet to a point for corner;

South 56°36'02" West, a distance of 29.30 feet to the **POINT OF BEGINNING** and containing 177,568 square feet or 4.076 acres of land, more or less.

Exhibit F

Agreed Form of Special Warranty Deed

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

SPECIAL WARRANTY DEED

STATE OF TEXAS §
§ KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF GRAYSON §

As used herein, the following terms shall have the following meanings:

Effective Date: _____, 20___

Grantor: _____

Grantor's Mailing Address: _____
_____

Grantee: CITY OF SHERMAN, TEXAS, a home-rule municipality

Grantee's Mailing Address: P.O. Box 1106
Sherman, TX 75091

Consideration: TEN DOLLARS ($10.00) cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged

Property (including any improvements):

___ ± acres of land, situated in the _____ Survey, Abstract No. _____, City of Sherman, Grayson County, Texas, as more particularly described and depicted in Exhibit 1, attached hereto and incorporated herein for all purposes ("Property").

This conveyance shall include all and singular the rights and appurtenances pertaining to the Property, including any right, title and interest in and to adjacent streets, roads, alleys or rights-of-way; all oil, gas and other minerals; and any improvements, fixtures, and personal property situated on or attached to the Property.

Reservations from and Exceptions to Conveyance and Warranty:

Permitted Encumbrances, if any, listed on Exhibit 2, 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.

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 _____, 20__.

GRANTOR:

_____,
a _____

By: _____

Printed Name: _____

Its: _____

STATE OF TEXAS §
§
COUNTY OF _____ §

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

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this _____ day of _____, 20__.

_____
Notary Public, State of Texas
My 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 _____, 20__.

_____
Notary Public, State of Texas
My Commission Expires:_____

ATTEST:

BY: _____
Linda Ashby, City Clerk

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

By: _____
Name: _____
City Attorney

PARTIAL RELEASE OF LIEN

The undersigned, being the holder of the lien against all or a portion of the Property evidenced by:

hereby consents to the execution of the foregoing Deed and hereby releases the Property from the lien or lien(s) described above.

_____,
a _____

By: _____
_____, _____

STATE OF _____ §
§
COUNTY OF _____ §

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

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this _____ day of _____, 20__.

_____
Notary Public, State of _____
My Commission Expires:_____

Exhibit 1
Legal Description of the Property

Exhibit G
Building Standards

As used in this Agreement, the term "Building Standards" shall include all minimum standards for architectural design, building products and materials and aesthetic methods in the construction, renovation, maintenance and alteration of buildings as set forth or referenced in the following:

1. Sherman's Zoning Ordinance, codified at Chapter 14 of the Code of Ordinances, as it exists or may be amended by Sherman in its sole discretion (and any successor ordinance thereto)

2. The zoning ordinance that approved the current zoning on the Property, as it exists or may be amended by Sherman in its sole discretion (and any successor ordinance thereto)

3. The following standards:

I. Architectural Diversity Standards

1) For purposes of this section, the following words shall be interpreted to mean as follows:
    a. "Adjacent lots" means lots that adjoin or share side property lines or lots in which, although separated by a street, front property lines overlap another by more than 30%.
    b. "Streetscape" means the facades of single-family dwellings on both sides of a street. The length of a streetscape shall be limited to no more than 20 lots per side of street. When more than 20 lots per street side exist without an intervening cross street, the City shall, through one of its officers or employees, establish those lots which shall constitute a separate streetscape. In making that determination, the official shall consider that configuration of lots which shall be most influenced and affected by adjacent lots. Where possible, physical demarcations such as topography, road configuration or landscaping shall be utilized in establishing the appropriate streetscapes. In general, the front orientation of the residence will determine the applicable streetscape.
2) No two single-family dwellings of similar front elevation or facade shall be constructed or located on adjacent lots; nor shall there be constructed or located single-family dwellings of similar front elevation or facade constituting more than 20% of the single-family dwellings in any streetscape. Front elevations or facades shall be deemed to be similar when there is no substantial difference in roof lines; and no substantial change in windows of either count, size, location or type; and either no change in the color of materials used (rather than a change in shade), or no substantial change in the kind of materials. The examples of similarity or dissimilarity set forth in this section are not intended to categorize all dwelling designs which may be presented to the Building Official.
    a. Roof lines.

i. For the purpose of this section, the following differences in the roof lines of single-family dwellings as seen from the front of the dwelling shall be deemed sufficient to render buildings containing such changes and built on adjacent lots to be dissimilar:
    1. Changing gable roofs to hip roofs;
    2. Changing hip roofs to gable roofs;
    3. Providing an intersecting gable roof on the main gable roof, provided that the height of the intersection roof is at least 50% of the height of the main roof;
    4. Providing an intersecting hip roof on the main hip roof; provided that, the height of the intersecting hip roof is at least 50% of the height of the main roof;
    5. Subject to review by the Building Official, a shed roof, when used as a front porch roof for a minimum of 50% of the entire width of the house, excluding area of garage;
    6. Subject to review by the Building Official, a substantial difference in roof line shall be deemed to exist if the front soffit is increased significantly and is combined with columns at least six inches in width or other architectural features of a similar magnitude which reach the roof line of the highest story;
    7. Rotating gable roofs 90 degrees on the building; and

b. The following changes shall not be deemed sufficient to make adjacent structures dissimilar:
    i. Hip roof atop gable roof;
    ii. Small gable or hip projections above windows;
    iii. Window dormers;
    iv. Change in soffit overhang or minor variation in eave height; and
    v. Skylight and cupola.

c. Windows.
    i. For the purpose of this section, the following differences in the size, location or type of windows shall be deemed sufficient to render buildings containing such changes and built on adjacent lots to be dissimilar:
        1. Changing from single windows to a multiple window arrangement (ganged units);
        2. Changing from multiple window arrangement to single window;
        3. Changing the type of windows (e.g., casement to double hung); and

4. Providing a bay or bow window in the area of the predominant window.
5. Addition or deletion of window. Change from two windows to three, or two to one, no matter the size of the window.

ii. The following change shall not be deemed sufficient to constitute a substantial change in windows: The addition or subtraction of muntin bars (dividing lights).

iii. Where, because of its size, location or design, one window is the predominant window on the front elevation or facade, if the size, location or type of that window is changed to render the dwelling dissimilar, then no other window need be changed.

d. Construction material or color.

i. For the purpose of this section, the following differences in construction material between adjacent single-family dwellings as seen from the front of the dwellings shall be deemed sufficient to render buildings containing such changes and built on adjacent lots to be dissimilar.

1. Brick facing;
2. Stone facing; and
3. Stucco facing.

ii. When materials are changed, the change must create a visible difference in front elevation.

iii. Color change shall be made by significant changes in adjacent colors. The change must be one of color rather than merely of the shade.

e. Inclusion or not of front porch, (4'x10' or 1/3 the width of the home).

3) Single-family dwellings shall include at least four (4) of the following architectural items:

a. Front porch
b. Covered entry
c. Varied roof height/pitch
d. Dormers
e. Chimney
f. Shutters
g. Columns/Posts
h. Wall projections
i. Double entry doors
j. Arched windows
k. Picture windows
l. Divided Light Windows
m. Decorative Features in gable, window, or vent

II. Building Materials Standards

1) All buildings shall have 100% primary building material on the front and side elevations or facades facing a public street exclusive of doors and windows and areas above the roof line. Rear and side elevations or facades not facing a public street may use the primary or secondary building materials.
2) Primary Building Materials
    a. Brick
    b. Stone
    c. Cast Stone
3) Secondary Building Materials
    a. Three-phase stucco/plaster
    b. Cementitious Siding or Engineered Siding/Hardie-board siding
4) Exterior Materials not permitted
    a. Wood siding
    b. Metal siding
    c. Vinyl siding
    d. EIFS
5) Building Roofs. The minimum roof pitch shall be 6:12 or greater except for covered porches and dormers, which may be a minimum of 4:12. Asphalt shingles, metal roofing, or clay tiles are required.

4. Sherman's Ordinance adopting the International Energy Conservation Code and all local amendments thereto, as it exists or may be amended by Sherman in its sole discretion (and any successor ordinance thereto)

5. Sherman's Ordinance adopting the International Fuel Gas Code and all local amendments thereto, as it exists or may be amended by Sherman in its sole discretion (and any successor ordinance thereto)

6. Sherman's Ordinance adopting the International Mechanical Code and all local amendments thereto, as it exists or may be amended by Sherman in its sole discretion (and any successor ordinance thereto)

7. Sherman's Ordinance adopting the International Plumbing Code and all local amendments thereto, as it exists or may be amended by Sherman in its sole discretion (and any successor ordinance thereto)

8. Sherman's Ordinance adopting the National Electrical Code and all local amendments thereto, as it exists or may be amended by Sherman in its sole discretion (and any successor ordinance thereto)

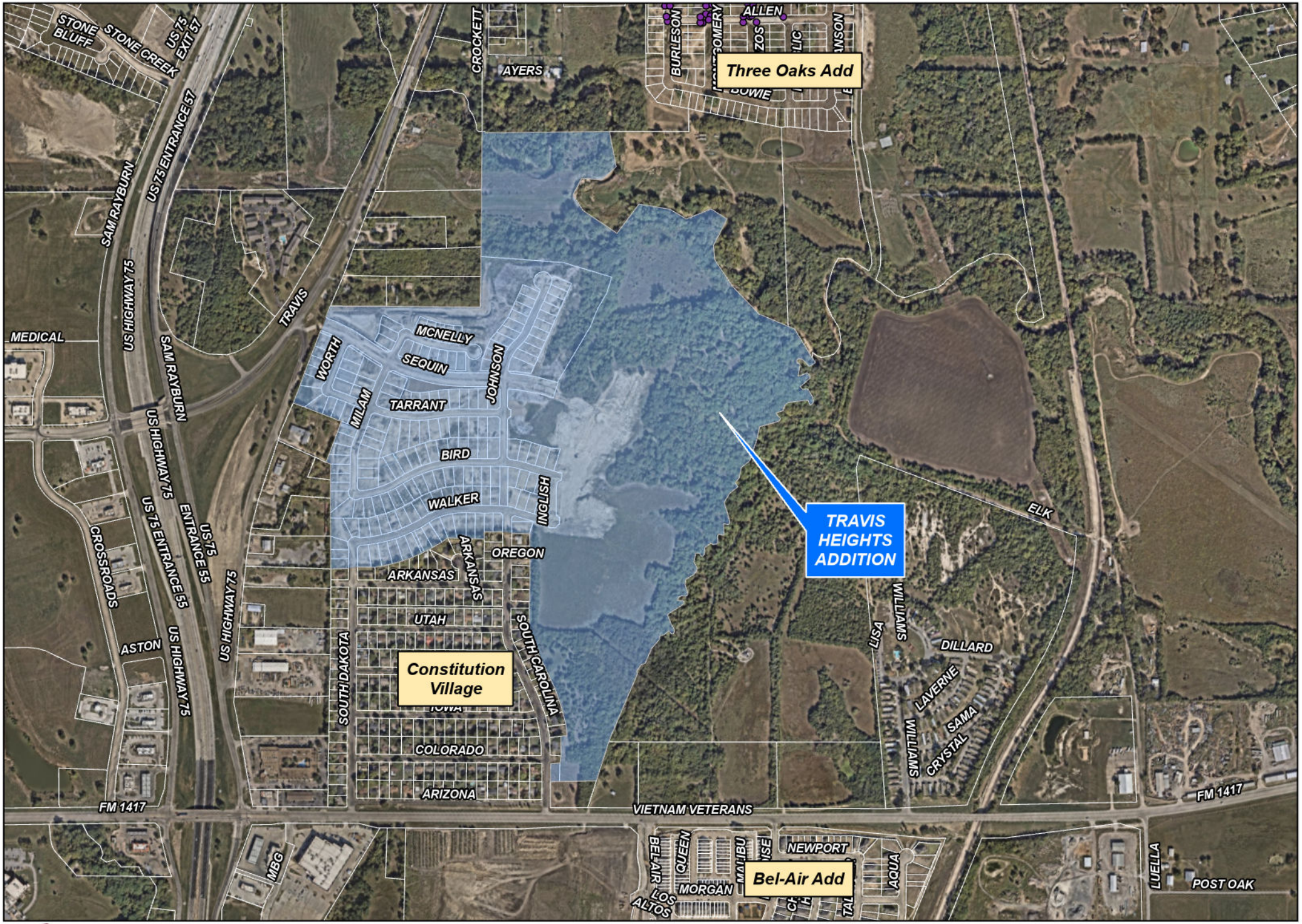
9. Sherman's Ordinance adopting the International Residential Code and all local amendments thereto, as it exists or may be amended by Sherman in its sole discretion (and

any successor ordinance thereto)

10. Sherman's Ordinance adopting the International Property Maintenance Code and all local amendments thereto, as it exists or may be amended by Sherman in its sole discretion (and any successor ordinance thereto)

11. Sherman's Ordinance adopting the International Fire Code and all local amendments thereto, as it exists or may be amended by Sherman in its sole discretion (and any successor ordinance thereto)

12. Sherman's Ordinance adopting the International Building Code and all local amendments thereto, as it exists or may be amended by Sherman in its sole discretion (and any successor ordinance thereto)



Sherman Development Engineering Group

Travis Heights Addition

1" = 800'

NORTH

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. K.3.

Meeting Date: 11/17/2025

Prepared By: Wes Trisler, Executive Director

Approved By: Zachary Flores, City Manager

Caption:
**** RESOLUTION NO. 7595***

Awarding a Bid to and Authorizing Execution of a Contract with El Dorado Motors, Inc. dba El Dorado Chevrolet for the Purchase of Four Utility Trucks for the Distribution Services Department

Issue:
To consider awarding a bid to and authorizing execution of a contract for the purchase of four (4) utility vehicles for the Distribution Services department, based upon a request for public bids.

Background:
On October 27, 2025, two (2) bidders responded to a public request for competitive bids. City staff recommends awarding to the lowest responsive bid by El Dorado Motors, Inc. dba El Dorado Chevrolet of McKinney, Texas, for a total purchase amount of $277,508.16.

Capital Improvement Program:

Origination:
Equipment Services

Financial Consideration:
The total cost of these vehicles is $277,508.16 and is included in the approved Fleet Replacement Fund budget.

Staff Recommendation:
It is recommended the City Council approve this request.

Alternatives:
As may be directed by the City Council.

Attachments:
1. Resolution No. 7596
2. Exhibit A_ITB Purchase of Four Utility Trucks for Distribution Services
3. Exhibit B_El Dorado submittal
4. Exhibits C through E_El Dorado
5. Bid Tabulation - Purchas of Four Utility Trucks for Distribution - ITB

RESOLUTION NO. 7596

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH EL DORADO MOTORS, INC. DBA EL DORADO CHERVROLET FOR THE PURCHASE OF FOUR UTILITY TRUCKS FOR THE DISTRIBUTION SERVICES DEPARTMENT; 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 El Dorado Motors, Inc. dba El Dorado Chevrolet of McKinney, Texas, is hereby awarded the bid for the purchase of four utility trucks for the Distribution Services Department in the amount of Two Hundred Seventy Seven Thousand Five Hundred Eight Dollars and Sixteen Cents ($277,508.16)**;** and that the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a contract with El Dorado Motors, Inc. dba El Dorado Chevrolet for the purchase of four utility trucks for the Distribution Services Department, in accordance with all contract documents attached hereto and made a part hereof for all purposes. Funds for this purchase are being committed out of the City of Sherman's fiscal year 2025-2026 budget.

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

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

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
TERI FINE, 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

Exhibit A
Invitation to Bid

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

Invitation to Bid

For

PURCHASE OF FOUR UTILITY TRUCKS FOR DISTRIBUTION SERVICES
ITB No. 2026-02

Publication Dates: **Saturday October 11, 2025**
Saturday October 18, 2025

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CITY OF SHERMAN, TEXAS

FINANCE DEPARTMENT

INVITATION TO BID - BID NO. 2026-02; **PURCHASE OF FOUR UTILITY TRUCKS FOR DISTRIBUTION SERVICES**

The enclosed **INVITATION TO BID** (ITB) and accompanying **SPECIFICATIONS** are for your convenience in bidding the enclosed referenced **PURCHASE OF FOUR UTILITY TRUCKS FOR DISTRIBUTION SERVICES** for the City of Sherman.

Questions may be addressed to the Finance Department at the address listed below. The bids will be opened at **2:00 p.m. on Monday, October 27, 2025,** at the following address:

City of Sherman
City Hall – Administrative Services Conference Room
220 W. Mulberry Street
Sherman, TX 75090
903-892-7215
craigl@cityofsherman.com

Bids may be submitted by mail to the following address:

City of Sherman
Finance Dept. – ITB FOR PURCHASE OF FOUR UTILITY TRUCKS FOR DISTRIBUTION SERVICES –

Bid No. 2026-02

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

OR

Electronically at www.publicpurchase.com

OR

By delivery at the City Hall address listed above.

NOTICE TO BIDDERS

Bids will be received by the City of Sherman, Sherman, Texas, at the Finance Department, Attention: Craig Long, City Hall, 220 W. Mulberry Street, Sherman, Texas 75090 until the hour **2:00 PM on the 27th day of October, 2025,** at which time bids duly delivered and submitted will be considered for supplying the following:

BID NO. 2026-02 – PURCHASE OF FOUR UTILITY TRUCKS FOR DISTRIBUTION SERVICES

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

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

Each bid delivered to the City shall be sealed and clearly marked "PURCHASE OF FOUR UTILITY TRUCKS FOR DISTRIBUTION SERVICES 2026-02" on the exterior of the bid. Electronic submittals may only be made through Public Purchase at https://www.publicpurchase.com. No email or faxed bids will be accepted. Each bid shall be **manually signed and dated by a person having the authority to bind the firm in a contract. Bids that are not signed and dated will be rejected.**

Please note that all bids **must be received at the designated location or through Public Purchase by the deadline shown**. Bids received after the deadline will not be considered for the award of the contract, and shall be considered void and unacceptable. The Opening is scheduled for **2:00 p.m., Monday, October 27, 2025,** at which time the sealed bids will be opened.

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

The City of Sherman will receive sealed bids for: **PURCHASE OF FOUR UTILITY TRUCKS FOR DISTRIBUTION SERVICES.**

Bidders should carefully examine all terms, conditions, specifications and related documents. Should a bidder find discrepancies in or omissions from the specifications or related documents, or should there be doubt as to their meaning, the City of Sherman Finance Department should be notified immediately for clarification prior to submitting the bid. In the event of any conflict

between the terms and conditions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, the

City of Sherman's interpretation shall govern.

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

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

[Rest of Page Intentionally Left Blank]

CITY OF SHERMAN
GENERAL CONDITIONS

ADDENDA

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

ANNUAL CONTRACT FUNDING

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

ASSIGNMENT OF BID/CONTRACT

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

BID CONSIDERATION / TABULATION

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

BID SUBMISSION

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

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

BRAND NAMES

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

CHANGES OR ALTERATIONS

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

COMPLETING INFORMATION

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

CONTRACT CLAUSE

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

TERMINATION

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

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

DELIVERY

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

DELIVERY DATE

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

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

provisions herein. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery or performance schedule because of such delivery.

INDEMNIFICATION

In case any action in court is brought against the Owner, or any officer or agent of the Owner, for the failure, omission, or neglect of the vendor to perform any of the covenants, acts, matters, or things by this contract undertaken; or for injury or damage caused by the alleged negligence of the vendor or his subcontractors or his or their agents, or in connection with any claim based on lawful demands of subcontractors, workmen, materialmen, or suppliers the vendor shall indemnify and save harmless the Owner and his officers and agents, from all losses, damages, costs, expenses, judgments, or decrees arising out of such action.

INSURANCE

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

MISCELLANEOUS

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

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

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

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

PAYMENT TERMS & CONDITIONS

All bids shall specify terms and conditions of payment, which will be considered as part of, but not

control, the award of bid. City review, inspection, and processing procedures ordinarily require thirty (30) days after receipt of invoice, materials or service. Bids which call for payment before 30 days from receipt of invoice, or cash discounts given on such payment, will be considered only if in the opinion of the City the review, inspection and processing procedures can be completed as to the specific purchases within the specified time. It is the intention of the city of Sherman to make payment on completed orders within thirty (30) days of receiving invoicing unless unusual circumstances arise. Invoices shall be fully documented as to labor, materials and equipment provided.

PROVISIONAL CLAUSES

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

REJECTION OF BIDS

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

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

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

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

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

REQUEST FOR NON-CONSIDERATION

Bids deposited with the City cannot be withdrawn prior to the time set for opening bids. Request for non-consideration of bids must be made in writing to the Finance Department and received by the City prior to the time set for opening bids. After other bids are opened and publicly read, the Proposal for

which non-consideration is properly requested may be returned unopened. The Proposal may not be withdrawn after the bids have been opened, and the Bidder, in submitting the same, warrants and guarantees that this bid has been carefully reviewed and checked and that it is in all things true and accurate and free of mistakes and that such bid will not and cannot be withdrawn because of any mistake committed by the Bidder.

SALES TAX

The total for each bid submitted must include any applicable taxes. Although the City is exempt from most City, State, or Federal taxes, this is not true in all cases. It is suggested that taxes, if any, be separately identified, itemized, and stated on each bid. The City cannot determine for the bidder whether or not the bid is taxable to the City. The bidder through the bidder's attorney or tax consultant must make such determination. Bills submitted for taxes after the bids are awarded will not be honored.

PROPOSAL DEFINITIONS:

"City" is the City of Sherman, Texas.
"Bidder" is an individual or business submitting a bid or proposal to the City of Sherman.
"Independent contractor" or "contractor" is one who contracts to perform work or furnish materials in accordance with a contract.

I. PROPOSAL TERMS

A. The City of Sherman reserves the right to reject any and all proposals received as a result of this ITB. If a proposal is selected, it will be the most advantageous regarding price, quality of service, the independent contractor's qualifications and capabilities to provide the specified service, and other factors which the City of Sherman may consider. The City does not intend to award a contract fully on the basis of any response made to the proposal: the City reserves the right to consider proposals for modifications at any time before a contract would be awarded; and negotiations would be undertaken with the independent contractor whose proposal is deemed to best meet the City's specifications and needs.
B. Proposals must be signed by an official authorized to bind the independent contractor to its provisions for a period of at least ninety (90) days. Failure of the successful bidder to accept the obligation of the contract may result in the cancellation of any award.
C. In the event it becomes necessary to revise any part of the ITB, addenda will be provided. The deadline for submission of proposals may be adjusted to allow for revisions. To be considered, the entire proposal document, with any amendments, should be returned by the specified date, time and method identified on page 2 of this document.
D. Proposals should be prepared simply and economically providing a straightforward, concise description of the independent contractor's ability to meet the requirements

of the ITB. Proposals shall be written in ink or typewritten. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person signing the proposal.

E. The price quotations from the contractor stated in this proposal will not be subject to any price increase from the closing date of this ITB to the mutually agreed to date of contract.
F. The City of Sherman reserves the right to award a separate contract to separate vendors for each item/group or to award one contract for the entire ITB.

[REST OF THIS PAGE INTENTIONALLY LEFT BLANK]

SPECIFICATIONS FOR CHEVY 3500 TRUCKS

- Two (2) new Chevrolet crew cab 4WD duel rear wheel chassis; Used will not be accepted
- Exterior: white
- Interior: gray
- Gas 6.6L engine
- Power lock windows and mirrors
- Vinyl seats
- Rubber flood mats
- Spare tire
- Backup cameras
- Knapheide 6108 DWR 9’ service body with flip tops or equivalent brand
- Lift gate, minimum 1,300 lb. capacity
- Weather Guard Weekender ladder rack or equivalent brand
- Blue/Amber strobes front and rear
- Trailering package with brake controller
- Tubular running boards

SPECIFICATIONS FOR CHEVY 2500 TRUCKS

- Two (2) new Chevrolet crew cab 4WD chassis; Used will not be accepted
- Exterior: white
- Interior: gray
- Gas 6.6L engine
- Power lock windows and mirrors
- Vinyl seats
- Rubber flood mats
- Spare tire
- Backup cameras
- Knapheide 696 SRW 8’ service body with flip tops or equivalent brand
- Lift gate, minimum 1,300 lb. capacity
- Weather Guard Weekender ladder rack or equivalent brand
- Blue/Amber strobes front and rear
- Trailering package with brake controller
- Tubular running boards

BIDDERS CERTIFICATION:

I, the undersigned, by signing the following statement agree that I have read and understand all of the terms and conditions, specifications, and requirements contained on each page of this Invitation to Bid. I also understand that if this bid is accepted by the City of Sherman that all of the terms and conditions, specifications, and requirements submitted in my bid and any additions, changes, or deletions made during negotiations will be made a part of this bid under a binding contract between my company and the City of Sherman, Texas. I also certify that this bid is made without previous understanding, agreement, or connection with any person, firm, or corporation making a bid for the same materials, and is in all fair and without collusion or fraud:

OUR company is a (Check One):

___ Corporation (The bid MUST be signed by an Officer of the company)

___ Partnership (The bid MUST be signed by a General Partner)
___ Joint Venture (The bid MUST be signed by an Officer of the company)
___ Sole Proprietor (The bid MUST be signed by the Owner)

Company Name: _____

Address of Principal Place of Business:

_____

_____

Mailing Address (if different):
_____

_____

Phone: _____

Fax: _____

Email: _____

Authorized Representative: _____

Signature: _____

Date: _____

Acknowledgement of Addenda (if any): #1 ____ #2 ____ #3 ____

BID FORM

Bidder accepts all of the terms and conditions set forth in the Advertisement for Bid and the Bid Specification Package.

Total Price for Two (2) New Chevy 3500 Utility Trucks, INCLUDING all fees: ***$ _____***

Total Price for Two (2) New Chevy 2500 Utility Trucks, INCLUDING all fees: ***$ _____***

TOTAL BID PRICE, INCLUDING ALL FEES

$_____

Signature of Bidder _____

Bidder (print name) _____

Contractor References

Customer Name: _____

Address: _____

Contact: _____ Telephone #: _____

Scope of work performed: _____

Length of Service: _____

Customer Name: _____

Address: _____

Contact: _____ Telephone #: _____

Scope of work performed: _____

Length of Service: _____

Customer Name: _____

Address: _____

Contact: _____ Telephone #: _____

Scope of work performed: _____

Length of Service: _____

Exhibit C
City's Insurance Requirements

I. GENERAL INSURANCE REQUIREMENTS –

A. All policies shall name the City of Sherman, its officers, agents, representatives and employees as additional insureds as to all applicable coverages with the exception of workers compensation insurance.

B. Such policies shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal or material modification of any policies, evidenced by return receipt or United States Certified Mail.

C. Such policies shall provide for a waiver of subrogation against City for injuries, including death, property damage or any other loss to the extent the same is covered by the proceeds of the insurance.

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

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

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

Coverage Required		Limits
_X_	1. Worker's Compensation & Employer's Liability	▪ Statutory Limits of the State of Texas
_X_	2. General Liability	▪ Minimum $1,000,000.00 each occurrence; ▪ Minimum $2,000,000.00 in the aggregate.
__	3. XCU Coverage	▪ Minimum $1,000,000.00 each occurrence; ▪ Minimum $2,000,000.00 in the aggregate.
___	4. Professional Liability	▪ Minimum $1,000,000.00 each claim; ▪ Minimum $2,000,000.00 in the aggregate.
_ _	5. Umbrella Coverage or Excess Liability Coverage	▪ An amount of $ 2,000,000.00.
_X_	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.	
_X_	7. General Liability Insurance provides for a Waiver of Subrogation against City for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. All insurance policies that are required to name City as an additional insured must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.	

_X_ 8. Thirty (30) days' notice of cancellation, non-renewal, or material change required. The words "endeavor to" and "but failure" (to end of sentence) are to be eliminated from the Notice of Cancellation provision on standard ACORD certificates.

_X_ 9. Insurance company has a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).

_X_ 10. The Certificate of Insurance must state the project title.

___ 11. Other Insurance Requirements (State Below):

Exhibit D

Affidavit of No Prohibited Interest

THE STATE OF _____ §

THE COUNTY OF _____ §

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

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

_____ Ownership of ten percent (10%) or more of the voting shares of the business entity.

_____ Ownership of Twenty-Five Thousand and 00/100 Dollars ($25,000) or more of the fair market value of the business entity.

_____ Funds received from the business entity exceed ten percent (10%) of my income for the previous year.

_____ Real property is involved, and I have an equitable or legal ownership with a fair market value of at least Twenty-Five Thousand and 00/100 Dollars ($25,000).

_____ A relative of mine has a substantial interest in the business entity or property that would be affected by my business decision of the public body which I am a member.

_____ Other:_____.

_____ None of the Above.

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

Signed this ___ day of _____, 202_.

_____
Signature of Official/Title

BEFORE ME, the undersigned authority, this day personally appeared _____, and on oath stated that the facts hereinabove stated are true to the best of his/her knowledge or belief.

Sworn to and subscribed before me on this _____ day of _____, 202_.

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

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

_____

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7

_____ _____

Signature of vendor doing business with the governmental entity Date

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

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

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

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

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

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

***

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

TEXAS ETHICS FORM 1295 & VERIFICATION FORM 2270

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

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

1. Pursuant to House Bill 1295 passed by the 84th Texas Legislature (Section 2252.908, Texas Government Code, as amended) and formal rules released by the Texas Ethics Commission (TEC), all contracts with private business entities requiring approval by the Sherman City Council must be accompanied by an original signature unsworn declaration, Certificate of Interested Parties, Form 1295.

2. Form 1295 must be completed in accordance with the TEC Rules: (https://www.ethics.state.tx.us/legal/ch46.html) and Section 2252.908 of the Texas Government Code, as amended: (http://www.legis.state.tx.us/tlodocs/84R/billtext/html/HB01295F.htm).

3. For questions or issues regarding the TEC rules and state law provisions and how Form 1295 should be completed, please consult with your own legal counsel.

4. In order to fill out and submit Form 1295, you will need to log in as directed on the TEC website: https://www.ethics.state.tx.us/whatsnew/elf info form1295.htm

   Tutorials for creating an account and for creating and submitting Form 1295 may also be found on this web page.

5. Please provide the bolded information exactly as it appears below when creating your certificate:

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

   Governmental Entity

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

   Contract ID Number: **2026-02**

   Description of Goods and Services to be provided: **Purchase of Four Utility Trucks for Distribution Services**

6. All other fields as required or as applicable to the individual vendor must be completed as explained in the tutorial video.

7. Vendors must provide a signed, original signature copy of this form along with four signed, notarized, original signature copies of the contract no later than 14 days after Notice of Recommendation for Award is received. All documents shall be signed by an Officer, Director or other Authorized Agent of the company. If the individual signing as Authorized Agent is not an officer or director of the company, appropriate documentation must be included with these documents to confirm that the individual has the authority to bind the company contractually.

VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE CHAPTER 2270

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

1. Does not boycott Israel; and,

2. Will not boycott Israel during the term of the contract.

SIGNED BY: _____

Print Name & Title: _____

Firm Name: _____

Date Signed: _____

NOTARIZATION

THE STATE OF _____)
)
COUNTY OF _____)

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

SWORN TO AND SUBSCRIBED before me on the_____day of _____, 201__.

_____
NOTARY PUBLIC IN AND
FOR THE STATE OF _____

The following definitions apply to Texas Government Code Section 2270.001:

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

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

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

El Dorado

Exhibit A
Invitation to Bid

Sherman
CLASSIC TOWN. BROAD HORIZON.

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

Invitation to Bid

For

PURCHASE OF FOUR UTILITY TRUCKS FOR DISTRIBUTION SERVICES
ITB No. 2026-02

Publication Dates: Saturday October 11, 2025
Saturday October 18, 2025

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NOTICE TO BIDDERS

Bids will be received by the City of Sherman, Sherman, Texas, at the Finance Department, Attention: Craig Long, City Hall, 220 W. Mulberry Street, Sherman, Texas 75090 until the hour **2:00 PM on the 27th day of October, 2025,** at which time bids duly delivered and submitted will be considered for supplying the following:

BID NO. 2026-02 – PURCHASE OF FOUR UTILITY TRUCKS FOR DISTRIBUTION SERVICES

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

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

Each bid delivered to the City shall be sealed and clearly marked "PURCHASE OF FOUR UTILITY TRUCKS FOR DISTRIBUTION SERVICES 2026-02" on the exterior of the bid. Electronic submittals may only be made through Public Purchase at https://www.publicpurchase.com. No email or faxed bids will be accepted. Each bid shall be **manually signed and dated by a person having the authority to bind the firm in a contract. Bids that are not signed and dated will be rejected.**

Please note that all bids **must be received at the designated location or through Public Purchase by the deadline shown**. Bids received after the deadline will not be considered for the award of the contract, and shall be considered void and unacceptable. The Opening is scheduled for **2:00 p.m., Monday, October 27, 2025,** at which time the sealed bids will be opened.

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

The City of Sherman will receive sealed bids for: **PURCHASE OF FOUR UTILITY TRUCKS FOR DISTRIBUTION SERVICES.**

Bidders should carefully examine all terms, conditions, specifications and related documents. Should a bidder find discrepancies in or omissions from the specifications or related documents, or should there be doubt as to their meaning, the City of Sherman Finance Department should be notified immediately for clarification prior to submitting the bid. In the event of any conflict

between the terms and conditions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, the

CITY OF SHERMAN, TEXAS

FINANCE DEPARTMENT

INVITATION TO BID - BID NO. 2026-02; PURCHASE OF FOUR UTILITY TRUCKS FOR DISTRIBUTION SERVICES

The enclosed **INVITATION TO BID** (ITB) and accompanying **SPECIFICATIONS** are for your convenience in bidding the enclosed referenced **PURCHASE OF FOUR UTILITY TRUCKS FOR DISTRIBUTION SERVICES** for the City of Sherman.

Questions may be addressed to the Finance Department at the address listed below. The bids will be opened at **2:00 p.m. on Monday, October 27, 2025,** at the following address:

City of Sherman
City Hall – Administrative Services Conference Room
220 W. Mulberry Street
Sherman, TX 75090
903-892-7215
craigl@cityofsherman.com

Bids may be submitted by mail to the following address:

City of Sherman
Finance Dept. – ITB FOR PURCHASE OF FOUR UTILITY TRUCKS FOR DISTRIBUTION SERVICES –

Bid No. 2026-02

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

OR

Electronically at www.publicpurchase.com

OR

By delivery at the City Hall address listed above.

CITY OF SHERMAN
GENERAL CONDITIONS

ADDENDA

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

ANNUAL CONTRACT FUNDING

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

ASSIGNMENT OF BID/CONTRACT

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

BID CONSIDERATION / TABULATION

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

BID SUBMISSION

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

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

BRAND NAMES

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

City of Sherman's interpretation shall govern.

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

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

[Rest of Page Intentionally Left Blank]

CHANGES OR ALTERATIONS

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

COMPLETING INFORMATION

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

CONTRACT CLAUSE

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

TERMINATION

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

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

DELIVERY

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

DELIVERY DATE

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

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

provisions herein. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery or performance schedule because of such delivery.

INDEMNIFICATION

In case any action in court is brought against the Owner, or any officer or agent of the Owner, for the failure, omission, or neglect of the vendor to perform any of the covenants, acts, matters, or things by this contract undertaken; or for injury or damage caused by the alleged negligence of the vendor or his subcontractors or his or their agents, or in connection with any claim based on lawful demands of subcontractors, workmen, materialmen, or suppliers the vendor shall indemnify and save harmless the Owner and his officers and agents, from all losses, damages, costs, expenses, judgments, or decrees arising out of such action.

INSURANCE

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

MISCELLANEOUS

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

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

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

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

PAYMENT TERMS & CONDITIONS

All bids shall specify terms and conditions of payment, which will be considered as part of, but not

control, the award of bid. City review, inspection, and processing procedures ordinarily require thirty (30) days after receipt of invoice, materials or service. Bids which call for payment before 30 days from receipt of invoice, or cash discounts given on such payment, will be considered only if in the opinion of the City the review, inspection and processing procedures can be completed as to the specific purchases within the specified time. It is the intention of the city of Sherman to make payment on completed orders within thirty (30) days of receiving invoicing unless unusual circumstances arise. Invoices shall be fully documented as to labor, materials and equipment provided.

PROVISIONAL CLAUSES

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

REJECTION OF BIDS

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

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

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

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

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

REQUEST FOR NON-CONSIDERATION

Bids deposited with the City cannot be withdrawn prior to the time set for opening bids. Request for non-consideration of bids must be made in writing to the Finance Department and received by the City prior to the time set for opening bids. After other bids are opened and publicly read, the Proposal for

which non-consideration is properly requested may be returned unopened. The Proposal may not be withdrawn after the bids have been opened, and the Bidder, in submitting the same, warrants and guarantees that this bid has been carefully reviewed and checked and that it is in all things true and accurate and free of mistakes and that such bid will not and cannot be withdrawn because of any mistake committed by the Bidder.

SALES TAX

The total for each bid submitted must include any applicable taxes. Although the City is exempt from most City, State, or Federal taxes, this is not true in all cases. It is suggested that taxes, if any, be separately identified, itemized, and stated on each bid. The City cannot determine for the bidder whether or not the bid is taxable to the City. The bidder through the bidder's attorney or tax consultant must make such determination. Bills submitted for taxes after the bids are awarded will not be honored.

PROPOSAL DEFINITIONS:

"City" is the City of Sherman, Texas.
"Bidder" is an individual or business submitting a bid or proposal to the City of Sherman.
"Independent contractor" or "contractor" is one who contracts to perform work or furnish materials in accordance with a contract.

I. PROPOSAL TERMS

A. The City of Sherman reserves the right to reject any and all proposals received as a result of this ITB. If a proposal is selected, it will be the most advantageous regarding price, quality of service, the independent contractor's qualifications and capabilities to provide the specified service, and other factors which the City of Sherman may consider. The City does not intend to award a contract fully on the basis of any response made to the proposal: the City reserves the right to consider proposals for modifications at any time before a contract would be awarded; and negotiations would be undertaken with the independent contractor whose proposal is deemed to best meet the City's specifications and needs.

B. Proposals must be signed by an official authorized to bind the independent contractor to its provisions for a period of at least ninety (90) days. Failure of the successful bidder to accept the obligation of the contract may result in the cancellation of any award.

C. In the event it becomes necessary to revise any part of the ITB, addenda will be provided. The deadline for submission of proposals may be adjusted to allow for revisions. To be considered, the entire proposal document, with any amendments, should be returned by the specified date, time and method identified on page 2 of this document.

D. Proposals should be prepared simply and economically providing a straightforward, concise description of the independent contractor's ability to meet the requirements

of the ITB. Proposals shall be written in ink or typewritten. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person signing the proposal.

E. The price quotations from the contractor stated in this proposal will not be subject to any price increase from the closing date of this ITB to the mutually agreed to date of contract.

F. The City of Sherman reserves the right to award a separate contract to separate vendors for each item/group or to award one contract for the entire ITB.

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SPECIFICATIONS FOR CHEVY 3500 TRUCKS

- Two (2) new Chevrolet crew cab 4WD duel rear wheel chassis; Used will not be accepted
- Exterior: white
- Interior: gray
- Gas 6.6L engine
- Power lock windows and mirrors
- Vinyl seats
- Rubber flood mats
- Spare tire
- Backup cameras
- Knapheide 6108 DWR 9' service body with flip tops or equivalent brand
- Lift gate, minimum 1,300 lb. capacity
- Weather Guard Weekender ladder rack or equivalent brand
- Blue/Amber strobes front and rear
- Trailering package with brake controller
- Tubular running boards

SPECIFICATIONS FOR CHEVY 2500 TRUCKS

- Two (2) new Chevrolet crew cab 4WD chassis; Used will not be accepted
- Exterior: white
- Interior: gray
- Gas 6.6L engine
- Power lock windows and mirrors
- Vinyl seats
- Rubber flood mats
- Spare tire
- Backup cameras
- Knapheide 696 SRW 8' service body with flip tops or equivalent brand
- Lift gate, minimum 1,300 lb. capacity
- Weather Guard Weekender ladder rack or equivalent brand
- Blue/Amber strobes front and rear
- Trailering package with brake controller
- Tubular running boards

BID FORM

Bidder accepts all of the terms and conditions set forth in the Advertisement for Bid and the Bid Specification Package.

Total Price for Two (2) New Chevy 3500 Utility Trucks, INCLUDING all fees: $ 142,622.40

Total Price for Two (2) New Chevy 2500 Utility Trucks, INCLUDING all fees: $ 134,885.76

TOTAL BID PRICE, INCLUDING ALL FEES

$ 277,508.16

Signature of Bidder _____

Bidder (print name) MARK WELCY V.P.

BIDDERS CERTIFICATION:

I, the undersigned, by signing the following statement agree that I have read and understand all of the terms and conditions, specifications, and requirements contained on each page of this Invitation to Bid. I also understand that if this bid is accepted by the City of Sherman that all of the terms and conditions, specifications, and requirements submitted in my bid and any additions, changes, or deletions made during negotiations will be made a part of this bid under a binding contract between my company and the City of Sherman, Texas. I also certify that this bid is made without previous understanding, agreement, or connection with any person, firm, or corporation making a bid for the same materials, and is in all fair and without collusion or fraud:

OUR company is a (Check One):

✓ Corporation (The bid MUST be signed by an Officer of the company)

___ Partnership (The bid MUST be signed by a General Partner)
___ Joint Venture (The bid MUST be signed by an Officer of the company)
___ Sole Proprietor (The bid MUST be signed by the Owner)

Company Name: ELDORADO MOTORS, INC (DBA ELDORADO CHEVROLET)

Address of Principal Place of Business:

2300 N. CENTRAL Expwy
McKINNEY, TX 75070

Mailing Address (if different):

PO Box 8002
McKINNEY, TX 75070

Phone: 972) 529-0101

Fax: _____

Email: BWELLS@ELDORADOMOTORS.COM

Authorized Representative: MARK WELCH

Signature: _____

Date: 10/20/25

Acknowledgement of Addenda (if any): #1 ____ #2 ____ #3 ____

Contractor References

Customer Name: KENT SWEAT

Address: 100 S. RUSK ST. SHERMAN TX 75090

Contact: _____ Telephone #: 903-892-7301

Scope of work performed: VEHICLE MAINTENANCE

Length of Service: 7 YEARS

Customer Name: GRAHAM TRUCK TIRE

Address: 1002 W. BULLOCK DENISON, TX 75020

Contact: BRETT GRAHAM Telephone #: 903-815-6764

Scope of work performed: VEHICLE MAINTENANCE

Length of Service: 20 YEARS

Customer Name: UNITED AG & TURF

Address: 1512 BRAY CENTRAL DR. SUITE 100 McKINNEY, TX 75069

Contact: JOSH MORRIS Telephone #: 903-640-3043

Scope of work performed: VEHICLE MAINTENANCE

Length of Service: 5+ YEARS

Exhibit C
City's Insurance Requirements

I. GENERAL INSURANCE REQUIREMENTS –

A. All policies shall name the City of Sherman, its officers, agents, representatives and employees as additional insureds as to all applicable coverages with the exception of workers compensation insurance.

B. Such policies shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal or material modification of any policies, evidenced by return receipt or United States Certified Mail.

C. Such policies shall provide for a waiver of subrogation against City for injuries, including death, property damage or any other loss to the extent the same is covered by the proceeds of the insurance.

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

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

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

	Coverage Required	Limits
_X_	1. Worker's Compensation & Employer's Liability	▪ Statutory Limits of the State of Texas
_X_	2. General Liability	▪ Minimum $1,000,000.00 each occurrence; ▪ Minimum $2,000,000.00 in the aggregate.
__	3. XCU Coverage	▪ Minimum $1,000,000.00 each occurrence; ▪ Minimum $2,000,000.00 in the aggregate.
___	4. Professional Liability	▪ Minimum $1,000,000.00 each claim; ▪ Minimum $2,000,000.00 in the aggregate.
__	5. Umbrella Coverage or Excess Liability Coverage	▪ An amount of $ 2,000,000.00.
_X_	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.	
_X_	7. General Liability Insurance provides for a Waiver of Subrogation against City for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. All insurance policies that are required to name City as an additional insured must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.	

_X_ 8. Thirty (30) days' notice of cancellation, non-renewal, or material change required. The words "endeavor to" and "but failure" (to end of sentence) are to be eliminated from the Notice of Cancellation provision on standard ACORD certificates.

_X_ 9. Insurance company has a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).

_X_ 10. The Certificate of Insurance must state the project title.

___ 11. Other Insurance Requirements (State Below):

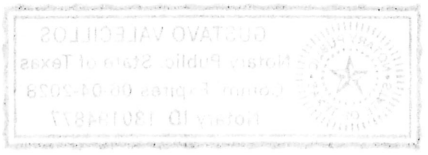

Exhibit D

Affidavit of No Prohibited Interest

THE STATE OF TEXAS §

THE COUNTY OF COLLIN §

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

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

_____ Ownership of ten percent (10%) or more of the voting shares of the business entity.

_____ Ownership of Twenty-Five Thousand and 00/100 Dollars ($25,000) or more of the fair market value of the business entity.

_____ Funds received from the business entity exceed ten percent (10%) of my income for the previous year.

_____ Real property is involved, and I have an equitable or legal ownership with a fair market value of at least Twenty-Five Thousand and 00/100 Dollars ($25,000).

_____ A relative of mine has a substantial interest in the business entity or property that would be affected by my business decision of the public body which I am a member.

_____ Other: _____.

__✓__ None of the Above.

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

Signed this 20 day of OCTOBER, 2025

V. Pky

Signature of Official/Title

BEFORE ME, the undersigned authority, this day personally appeared Mark Welch, and on oath stated that the facts hereinabove stated are true to the best of his/her knowledge or belief.

Sworn to and subscribed before me on this 20th day of October, 2025.

GUSTAVO VALECILLOS
Notary Public, State of Texas
Comm. Expires 06-04-2028
Notary ID 130194877

Notary Public in and for the State of Texas

My commission expires: 06/04/2028

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

_____

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7

_____ _____

Signature of vendor doing business with the governmental entity Date

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

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

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

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

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

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

***

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

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

1. Pursuant to House Bill 1295 passed by the 84th Texas Legislature (Section 2252.908, Texas Government Code, as amended) and formal rules released by the Texas Ethics Commission (TEC), all contracts with private business entities requiring approval by the Sherman City Council must be accompanied by an original signature unsworn declaration, Certificate of Interested Parties, Form 1295.

2. Form 1295 must be completed in accordance with the TEC Rules: (https://www.ethics.state.tx.us/legal/ch46.html) and Section 2252.908 of the Texas Government Code, as amended: (http://www.legis.state.tx.us/tlodocs/84R/billtext/html/HB01295F.htm).

3. For questions or issues regarding the TEC rules and state law provisions and how Form 1295 should be completed, please consult with your own legal counsel.

4. In order to fill out and submit Form 1295, you will need to log in as directed on the TEC website: https://www.ethics.state.tx.us/whatsnew/elf info form1295.htm

   Tutorials for creating an account and for creating and submitting Form 1295 may also be found on this web page.

5. Please provide the bolded information exactly as it appears below when creating your certificate:

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

   Governmental Entity

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

   Contract ID Number: **2026-02**

   Description of Goods and Services to be provided: **Purchase of Four Utility Trucks for Distribution Services**

6. All other fields as required or as applicable to the individual vendor must be completed as explained in the tutorial video.

7. Vendors must provide a signed, original signature copy of this form along with four signed, notarized, original signature copies of the contract no later than 14 days after Notice of Recommendation for Award is received. All documents shall be signed by an Officer, Director or other Authorized Agent of the company. If the individual signing as Authorized Agent is not an officer or director of the company, appropriate documentation must be included with these documents to confirm that the individual has the authority to bind the company contractually.

TEXAS ETHICS FORM 1295 & VERIFICATION FORM 2270

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

VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE CHAPTER 2270

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

1. Does not boycott Israel; and,

2. Will not boycott Israel during the term of the contract.

SIGNED BY: _____

Print Name & Title: MARK WELCH (VICE PRESIDENT)

Firm Name: ELDORADO CHEVROLET

Date Signed: 10/20/25

NOTARIZATION

THE STATE OF Texas)
)
COUNTY OF Collin)

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

SWORN TO AND SUBSCRIBED before me on the 20th day of October, 2025.

GUSTAVO VALECILLOS
Notary Public, State of Texas
Comm. Expires 06-04-2028
Notary ID 130194877

_____
NOTARY PUBLIC IN AND
FOR THE STATE OF Texas

The following definitions apply to Texas Government Code Section 2270.001:

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

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

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



	CK31043	2025
TRUCK	$52,554.45	
BODY	$14,760.00	
LIFTGATE	$3,850.00	
LADDER RACK	$1,050.00	
STROBES	$935.00	
RUNNING BOARDS	$977.00	
	$74,126.45	
	CK20943	2026
TRUCK	$52,230.13	
BODY	$11,115.00	
LIFTGATE	$3,850.00	
LADDER RACK	$1,050.00	
STROBES	$935.00	
RUNNING BOARDS	$977.00	
	$70,157.13	

Order Workbench

EL DORADO MOTORS, INC.
BU: US | BAC: 112232 | BFC: 1

Order

Related Content

1 Model — 2 Order Information — 3 **Configure** — 4 Summary

2026 CHDCRW	CK20943 2500HD Silverado: LWB, 4WD, Crew Cab	RET TRE

1WT	1CX	1LT	1LZ	3LZ
Work Truck	Custom	LT	LTZ	High Coun
Base MSRP w/DFC $54,695.00	Base MSRP w/DFC $56,195.00	Base MSRP w/DFC $58,795.00	Base MSRP w/DFC $65,695.00	Base MSRP
1 Configurations / 1 Total Qty	0 Configurations / 0 Total Qty	0 Configurations / 0 Total Qty	0 Configurations / 0 Total Qty	0 Configura

+

Legend: Not available with current selection | Option Override | Not Selectable

#1

Submit As — Submit Type

Quantity

Priority — 99

Back — Submit 1

Stock No.

Preview Vehicle



Price — Invoice — w/DFC — $52,230.13

Expand All / Collapse All

COLOR*	GAZ - Summit W...
01U - Special Exterior Color	$0.00
G42 - White Sands	$0.00
G4J - Polar White Tricoat	$905.45
G7C - Red Hot	$0.00

U2K - SiriusXM Trial Subscription	☐ $0.00	ⓘ
UBC - USB Ports, 2, Charge/Data ports ...	☐ $50.05	
UBI - USB ports, rear, dual, charge-only	☐ $91.00	
UD5 - Front and Rear Park Assist, ultra...	☐ $0.00	ⓘ
UE1 - OnStar Services capable	☐ $0.00	
UE4 - Following Distance Indicator	☐ $0.00	ⓘ
UET - In-Vehicle Trailering App, System	☑ $0.00	
UEU - Forward Collision Alert	☑ $0.00	
UF2 - LED Cargo Area Lighting	☐ $0.00	ⓘ
UF3 - High idle switch	☑ $0.00	
UG1 - Universal Home Remote	☐ $113.75	ⓘ
UGA - Recovery hooks, front, frame-mo...	☐ $182.00	
UHY - Automatic Emergency Braking	☐ W/A	ⓘ
UK3 - Steering wheel audio controls	☐ W/A	ⓘ
UKJ - Front Pedestrian Braking	☑ $0.00	
UKV - Trailer Side Blind Zone Alert	☐ $0.00	ⓘ
UTJ - Theft-deterrent system, unauthor...	☑ $0.00	
UV6 - Multicolor 15" Diagonal Head-Up...	☐ $0.00	ⓘ
UVN - Bed View Camera	☐ $0.00	ⓘ
UVO - Bed View Camera	☐ $0.00	ⓘ
UY2 - Trailering wiring provisions	☐ $0.00	ⓘ
V46 - Bumper, front chrome	☐ $227.50	
V76 - Recovery hooks, front, frame-mo...	☐ $31.85	ⓘ
VGC - Paint Protector Film for Shipping	☑ $91.00	
VJH - Bumper, rear chrome	☑ $0.00	
VK3 - License plate kit, front	☐ $0.00	
VLQ - Recovery hooks, front, Chrome	☐ $0.00	ⓘ
VYU - Snow Plow Prep/Camper Package	☑ $0.00	
WJP - Midnight Edition	☐ W/A	ⓘ
WPK - Trail Boss Package	☐ $273.00	
WPQ - Protection Package	☐ W/A	ⓘ
YK6 - SEO Processing Option	☐ W/A	ⓘ
Z6A - Gooseneck/5th Wheel Prep Pack...	☐ $623.35	ⓘ
Z71 - Z71 Off-Road Package	☑ $0.00	
Z82 - Trailering Package	☐ $991.90	ⓘ
ZM9 - Heat Package	☐ $477.75	ⓘ
ZW9 - Pickup bed, delete	☐ $0.00	ⓘ
	☐ $364.00	ⓘ
	☑ -$1,051.05	

† North American Order Workbench is intended solely for business use by GM Dealers. Pricing shown is for illustration purposes only. Refer to GMPricing.com for official GM Price schedules. GM pricing is subject to change by GM at anytime, without notice.

Version 5.7.0

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Order Workbench

EL DORADO MOTORS, INC.
BU: US | BAC: 112232 | BFC: 1

Order

Related Content

1 Model — 2 Order Information — 3 **Configure** — 4 Summary

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1WT	1CX	1LT	1LZ	3LZ
Work Truck	Custom	LT	LTZ	High Coun
Base MSRP w/DFC $54,695.00	Base MSRP w/DFC $56,195.00	Base MSRP w/DFC $58,795.00	Base MSRP w/DFC $65,695.00	Base MSRP
1 Configurations / 1 Total Qty	0 Configurations / 0 Total Qty	0 Configurations / 0 Total Qty	0 Configurations / 0 Total Qty	0 Configura

+

Legend: Not available with current selection | Option Override | Not Selectable

#1

Submit As: Submit Type

Quantity

Priority: 99

Back — Submit 1

Stock No.

Preview Vehicle



Price: Invoice — w/DFC — $52,821.63

Expand All / Collapse All

COLOR*	GAZ - Summit W...
01U - Special Exterior Color	$0.00
G42 - White Sands	$0.00
G4J - Polar White Tricoat	$905.45
G7C - Red Hot	$0.00

9D7 - Governor, electronic speed sens...	☐ $45.50	
9J4 - Bumper, rear, delete	☑ $0.00	
9L7 - Upfitter switch kit, (5)	☑ $136.50	
9M4 - Decal and name plate delete, tail...	☐ $0.00	ⓘ
9R1 - Decal delete, Pickup bed	☐ $0.00	ⓘ
A48 - Window, power, rear sliding	☐ W/A	ⓘ
AKO - Glass, deep-tinted	☑ $0.00	
ANQ - Alaskan Snow Plow Special Edit...	☐ $2,093.00	ⓘ
AQQ - Remote Keyless Entry	☑ $0.00	
AVJ - Keyless Open and Start	☐ $0.00	ⓘ
B1J - Wheelhouse liners, rear	☐ W/A	ⓘ
B30 - Floor covering, color-keyed carpe...	☐ $91.00	
B59 - Remote Start Package	☐ $477.75	ⓘ
BG9 - Floor covering, rubberized-vinyl	☑ $0.00	
BHP - Winter Grille Cover	☐ $0.00	
BTV - Remote vehicle starter system	☐ $0.00	ⓘ
C49 - Defogger, rear-window electric	☑ $0.00	
CF5 - Sunroof, power	☐ W/A	ⓘ
CGN - Chevytec spray-on bedliner	☐ $495.95	ⓘ
CJ2 - Air conditioning, dual-zone auto...	☐ $0.00	ⓘ
CWK - Custom Blackout Package	☐ W/A	ⓘ
CWM - Technology Package	☐ W/A	ⓘ
CXH - Leather Package	☐ $896.35	ⓘ
D07 - Center Console, floor-mounted	☐ $0.00	ⓘ
DD8 - Mirror, inside rearview auto-dim...	☐ $0.00	
DP6 - Mirror caps, body-color	☐ $0.00	ⓘ
DRZ - Rear Camera Mirror, inside rearvi...	☐ W/A	ⓘ
E63 - Durabed, pickup bed	☐ $0.00	ⓘ
F60 - Heavy Duty Front Spring/Camper...	☐ $40.95	
FHS - E85 FlexFuel capable	☐ $182.00	ⓘ
G80 - Auto-locking rear differential	☑ $0.00	
JHD - Hill Descent Control	☐ $0.00	ⓘ
JL1 - Trailer brake controller, integrated	☑ $0.00	
K05 - Engine block heater	☐ $91.00	
K34 - Cruise control, electronic	☑ $0.00	
K40 - Exhaust brake	☐ $0.00	
K47 - Air filter, heavy-duty	☑ $0.00	
K4C - Wireless Charging	☐ $0.00	ⓘ
K4Z - Battery, auxiliary, 700 cold-cranki...	☐ $122.85	
KA1 - Seating, heated driver and front ...	☐ W/A	ⓘ
KA6 - Seats, heated second row outbo...	☐ $0.00	ⓘ
KC4 - Cooling, external engine oil cooler	☑ $0.00	

KGU - Universal Vehicle Module	$268.45	
KHF - Alternators, dual, 220-amps prim...	$345.80	
KI3 - Steering wheel, heated	W/A	ⓘ
KI4 - Power outlet, interior, 120-volt	$136.50	
KNP - Cooling, auxiliary external trans...	$0.00	
KQV - Seats, ventilated driver and front...	$0.00	ⓘ
KSG - Adaptive Cruise Control	$455.00	
KW5 - Alternator, 220 amps	$136.50	
KW7 - Alternator, 170 amps	$0.00	
N37 - Steering column, manual tilt and ...	$0.00	ⓘ
NB8 - Emissions override, California	$0.00	
NB9 - Emissions override, state-specific	$0.00	ⓘ
NC7 - Emissions override, Federal	$0.00	ⓘ
NHT - Max Trailering Package	$905.45	ⓘ
NZZ - Skid Plates	$136.50	
PCL - Convenience Package	W/A	ⓘ
PCM - Convenience Package II	W/A	ⓘ
PCN - LTZ Convenience Package II	W/A	ⓘ
PCQ - Duramax and Appearance Pack...	W/A	ⓘ
PCV - WT Convenience Package	$577.85	
PCX - Custom Convenience Package	W/A	ⓘ
PCZ - LTZ Convenience Package	W/A	ⓘ
PDA - Texas Edition	$2,111.20	ⓘ
PDF - LTZ Plus Package	W/A	ⓘ
PDK - LTZ Premium Package	W/A	ⓘ
PDL - LTZ Texas Edition	W/A	ⓘ
PDM - High Country Premium Package	$2,620.80	ⓘ
PDU - All Star Edition	$2,111.20	ⓘ
PDX - Custom Value Package	$2,206.75	ⓘ
PDY - LTZ Premium Texas Edition	W/A	ⓘ
PDZ - Z71 Off-Road and Protection Pa...	W/A	ⓘ
PQA - WT/CX Safety Package	$723.45	ⓘ
PQB - Safety Package	W/A	ⓘ
PRB - 3 Years OnStar One	$728.00	
PTO - Power Take-Off	$905.45	
PTT - Trailer Tire Pressure Monitor Sen...	$45.50	ⓘ
PZ8 - Hitch Guidance with Hitch View	$0.00	ⓘ
QK1 - Tailgate, standard	$0.00	ⓘ
QK2 - Tailgate, Multi-Flex	$404.95	ⓘ
QT5 - Tailgate, gate function manual w...	$0.00	ⓘ
QT6 - Tailgate, gate function power up...	W/A	ⓘ
R6C - Processing Option - DO NOT OR...	$0.00	

R6J - Ship Thru Code Acknowledgement	☐ $0.00	
R6L - Override for GAM orders	☐ $0.00	
R6P - 3 Years Sirius XM	☐ $272.09	
R7O - Seat, Cloth Rear with Storage Pa...	☐ W/A	ⓘ
R8A - Processing Option	☑ $0.00	
R9L - Removes OnStar Basics (OnStar ...	☐ -$682.50	ⓘ
R9V - Mobile Service Plus. MobileServi...	☐ $545.09	
R9W - Deleted Mobile Service Plus.	☐ $0.00	
R9Y - Mobile Service Plus. MobileServi...	☐ $181.09	
SAF - Tire carrier lock	☐ $0.00	ⓘ
SFW - Back-up alarm calibration	☑ $0.00	
SNR - Seat, Up-level Rear with Storage ...	☐ $0.00	ⓘ
T3U - Fog lamps, front, LED	☐ W/A	ⓘ
TQ5 - IntelliBeam, automatic high bea...	☑ $0.00	
TRG - Trailer Camera Provisions	☐ $0.00	ⓘ
TUF - Texas Edition Package / Emblem	☐ $0.00	ⓘ
U01 - Lamps, Smoked Amber roof mar...	☐ $50.05	
U2K - SiriusXM Trial Subscription	☐ $91.00	
UBC - USB Ports, 2, Charge/Data ports ...	☐ $0.00	ⓘ
UBI - USB ports, rear, dual, charge-only	☐ $0.00	
UD5 - Front and Rear Park Assist, ultra...	☐ $0.00	ⓘ
UE1 - OnStar Services capable	☑ $0.00	
UE4 - Following Distance Indicator	☑ $0.00	
UET - In-Vehicle Trailering App, System	☐ $0.00	ⓘ
UEU - Forward Collision Alert	☑ $0.00	
UF2 - LED Cargo Area Lighting	☐ $113.75	ⓘ
UF3 - High idle switch	☐ $182.00	
UG1 - Universal Home Remote	☐ W/A	ⓘ
UGA - Recovery hooks, front, frame-mo...	☐ W/A	ⓘ
UHY - Automatic Emergency Braking	☑ $0.00	
UK3 - Steering wheel audio controls	☐ $0.00	ⓘ
UKJ - Front Pedestrian Braking	☑ $0.00	
UKV - Trailer Side Blind Zone Alert	☐ $0.00	ⓘ
UTJ - Theft-deterrent system, unauthor...	☐ $0.00	ⓘ
UV6 - Multicolor 15" Diagonal Head-Up...	☐ $0.00	ⓘ
UVN - Bed View Camera	☐ $0.00	ⓘ
UVO - Bed View Camera	☐ $227.50	
UY2 - Trailering wiring provisions	☐ $31.85	ⓘ
V46 - Bumper, front chrome	☑ $91.00	
V76 - Recovery hooks, front, frame-mo...	☑ $0.00	
VGC - Paint Protector Film for Shipping	☐ $0.00	
VJH - Bumper, rear chrome		

VK3 - License plate kit, front	$0.00	
VLQ - Recovery hooks, front, Chrome	$0.00	
VYU - Snow Plow Prep/Camper Package	W/A	
WJP - Midnight Edition	$273.00	
WPK - Trail Boss Package	W/A	
WPQ - Protection Package	W/A	
YK6 - SEO Processing Option	$623.35	
Z6A - Gooseneck/5th Wheel Prep Pack...	$0.00	
Z71 - Z71 Off-Road Package	$991.90	
Z82 - Trailering Package	$477.75	
ZM9 - Heat Package	$0.00	
ZW9 - Pickup bed, delete	$364.00	
	-$1,051.05	

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Version 5.7.0

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2025 SILVERADO 2500 CREW CAB WT 4WD GENERAL MOTORS LLC
GAZ SUMMIT WHITE /V8G
H1T JET BLACK RENAISSANCE CENTER
ORDER NO. FBTC23/TSC STOCK NO. DETROIT MI 48243-1114
VIN 1GB 1KLE 70 SF272302 VEHICLE INVOICE 1OD05066013
**********0143******13*07194S

MODEL & FACTORY OPTIONS	MSRP	INV AMT	RETAIL - STOCK
CK20943 SILVERADO 2500 CREW CAB W	51800.00	49002.80	INVOICE 05/12/25
C7A LOWERED GVWR:10,000LBS(4536 KG)	N/C	N/C	SHIPPED 03/26/25
GT4 REAR AXLE: 3.73 RATIO	N/C	N/C	EXP I/T 04/14/25
KI4 120V INTERIOR POWER OUTLET	150.00	136.50	INT COM 05/27/25
L8T ENGINE: 6.6L V8 GASOLINE	N/C	N/C	PRC EFF 03/26/25
MKM TRANS: ALLISON 10-SPEED AUTO	N/C	N/C	KEYS XXXXX XXXXX
NZZ SKID PLATES	150.00	136.50	WFP-S QTR OPT-1
PCV WT CONVENIENCE PACKAGE	635.00	577.85	[redacted]
* DEEP-TINTED GLASS			
* REAR-WINDOW DEFOGGER			
* TRAILERING MIRRORS,			
HEATED & POWER-ADJUSTABLE			ROYAL TRUCK BODY
PYQ 17" MACHINED ALUM WHEELS	350.00	318.50	WEATHERFORD TX
QXT ALL-TERRAIN TIRES	200.00	182.00	
V46 CHROME BUMPERS	100.00	91.00	SHIP WT: 6475
YF5 50-STATE EMISSIONS	N/C	N/C	HP: 52.7
ZW9 PICKUP BOX DELETE:	1155.00-	1051.05-	GVWR: 10000
DELETES PICKUP BOX,			GAWR.FT: 5200
REAR VISION CAMERA AND OTHER			GAWR.RR: 6390
STANDARD EQUIPMENT			EMPLOY: 50240.12
ZXT ALL TERRAIN TIRE, SPARE	380.00	345.80	SUPPLR: 52237.83
5N5 REAR CAMERA KIT	73.00	66.43	NTR: 3/4
9L7 UPFITTER SWITCH KIT (5)	150.00	136.50	DAN: 2CGS3
(CUSTOMER RESPONSIBLE FOR			EMPINC: 2997.88
INSTALLATION)			SUPINC: 1000.16
ROYAL TRUCK BODY - TX			

TOTAL MODEL & OPTIONS	52833.00	49942.83	ACT 237 50352.84
DESTINATION CHARGE	1995.00	1995.00	H/B 261 1584.99
TOTAL	54828.00	51937.83	PAY 310 51937.83

MEMO: TOTAL LESS HOLDBACK AND
APPROX WHOLESALE FINANCE CREDIT 49265.04

****

INVOICE DOES NOT REFLECT DEALER'S ULTIMATE COST BECAUSE OF MANUFACTURER REBATES, ALLOWANCES, INCENTIVES, HOLDBACK, FINANCE CREDIT AND RETURN TO DEALER OF ADVERTISING MONIES, ALL OF WHICH MAY APPLY TO VEHICLE.

****

EL DORADO MOTORS, INC.

Sample Invoice

Truck Equipment Co., LLC.
2460 Midway Ave., Shreveport, La. 71108
Phone: (318) 635-7567 Fax: (318) 525-0903
www.dealerstruck.com

Equipment Quotation

From: Rick Conley **Date: 10/14/2025**

Attn: Brian Wells @ El Dorado Chevrolet

Knapheide (696-2)

Description	Price
• **8" LONG STANDARD SERVICE BODY** - 78" wide body, 49" wide floor - Compartments are 40" high x 14.5" deep - 600 series: 2 vertical and 1 horizontal compartments on each side - Standard shelving package - Slam-lock tailgate - Rotary style paddle latches - Surface mounted LED S/T/T, back up and marker lights - Service body to be painted white inside and out - Bed, bumper and lights installed • Add 7-way plug and utilize factory hitch • Install Rostra backup camera • Install factory upfitter switches	~~**$11,615.00X**~~ **Muni Disc** **$11,115.00**
Options: **(Only options marked with X are included in total price)**	
• Knapheide factory installed flip top compartment tops	**$1,400.00__**
• Knapheide factory installed master locking system	**$550.00__**
• Weather Tech floor mats (Front and back seat)	**$275.00__**
• C-tech 2-drawer cabinet (1-3", 1-6" drawer) mounted in front driver side compartment	**$1,050.00__**
• Tommy Gate 1,300lb liftgate with 49" x 27" + 4" taper load area steel treadplate platform	**$3,850.00__**
• (2) rows of E-track mounted on both side walls in bed area: (1) row mounted high, (1) row mounted low with (4) 2" x 20' E-track rachet straps, painted black	**$625.00__**
• P&G spray-in bed liner bed area including: bulkhead, floor, side walls and tailgate	**$650.00__**
• P&G bedliner compartment tops	**$200.00__**
• Whelen amber/ blue 4-corner strobe lights, (2) mounted in grill area, (2) mounted at rear, wired to upfitter switch in the cab	**$935.00__**

Model: 2026 CC20943 **Sub-total:**

F.O. #: FMSBBH, FMSBC7 **Delivery Charge: Included**

Comments: **Total:**

Signature: _____ Date: _____

Dealer Code: _____

Exhibit C
City's Insurance Requirements

I. GENERAL INSURANCE REQUIREMENTS –

A. All policies shall name the City of Sherman, its officers, agents, representatives and employees as additional insureds as to all applicable coverages with the exception of workers compensation insurance.

B. Such policies shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal or material modification of any policies, evidenced by return receipt or United States Certified Mail.

C. Such policies shall provide for a waiver of subrogation against City for injuries, including death, property damage or any other loss to the extent the same is covered by the proceeds of the insurance.

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

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

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

	Coverage Required	Limits
_X_	1. Worker's Compensation & Employer's Liability	▪ Statutory Limits of the State of Texas
_X_	2. General Liability	▪ Minimum $1,000,000.00 each occurrence; ▪ Minimum $2,000,000.00 in the aggregate.
__	3. XCU Coverage	▪ Minimum $1,000,000.00 each occurrence; ▪ Minimum $2,000,000.00 in the aggregate.
___	4. Professional Liability	▪ Minimum $1,000,000.00 each claim; ▪ Minimum $2,000,000.00 in the aggregate.
__	5. Umbrella Coverage or Excess Liability Coverage	▪ An amount of $ 2,000,000.00.
_X_	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.	
_X_	7. General Liability Insurance provides for a Waiver of Subrogation against City for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. All insurance policies that are required to name City as an additional insured must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.	

_X_ 8. Thirty (30) days' notice of cancellation, non-renewal, or material change required. The words "endeavor to" and "but failure" (to end of sentence) are to be eliminated from the Notice of Cancellation provision on standard ACORD certificates.

_X_ 9. Insurance company has a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).

_X_ 10. The Certificate of Insurance must state the project title.

___ 11. Other Insurance Requirements (State Below):

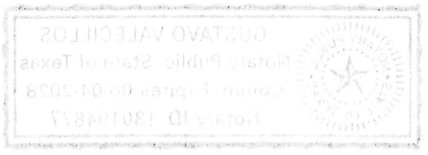


Exhibit D

Affidavit of No Prohibited Interest

THE STATE OF TEXAS §

THE COUNTY OF COLLIN §

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

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

_____ Ownership of ten percent (10%) or more of the voting shares of the business entity.

_____ Ownership of Twenty-Five Thousand and 00/100 Dollars ($25,000) or more of the fair market value of the business entity.

_____ Funds received from the business entity exceed ten percent (10%) of my income for the previous year.

_____ Real property is involved, and I have an equitable or legal ownership with a fair market value of at least Twenty-Five Thousand and 00/100 Dollars ($25,000).

_____ A relative of mine has a substantial interest in the business entity or property that would be affected by my business decision of the public body which I am a member.

_____ Other: _____.

__✓__ None of the Above.

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

Signed this 20 day of OCTOBER, 2025

V. Pky

Signature of Official/Title

BEFORE ME, the undersigned authority, this day personally appeared Mark Welch, and on oath stated that the facts hereinabove stated are true to the best of his/her knowledge or belief.

Sworn to and subscribed before me on this 20th day of October, 2025.

GUSTAVO VALECILLOS
Notary Public, State of Texas
Comm. Expires 06-04-2028
Notary ID 130194877

Notary Public in and for the State of Texas

My commission expires: 06/04/2028

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

_____

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7

_____ _____

Signature of vendor doing business with the governmental entity Date

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

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

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

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

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

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

***

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

CITY OF SHERMAN
BID TABULATION
Purchase of Four Utility Trucks for Distribution Services - Invitation to Bid
BID OPENING Monday, October 27, 2025; 2:00 PM

Vendor	Total Price - Two New Chevy 3500 Utility Trucks	Total Price - Two New Chevy 2500 Utility Trucks	Bid Total	NOTES
Classic CC Denison, LLC	153,177.02	147,195.52	300,372.54	
El Dorado Motors, Inc. dba El Dorado Chevrolet	142,622.40	134,885.76	277,508.16	

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. K.4.

Meeting Date: 11/17/2025

Prepared By: Nate Strauch, Community and Support Services Manage

Approved By: Zachary Flores, City Manager

Caption:

**** RESOLUTION NO. 7597***

Authorizing Execution of a Chapter 380 Grant Agreement with Wildflowers on Sunday for the Grant of Incentives Pursuant to Chapter 380 of the Texas Local Government Code under the City's Main Street Reimbursement Program

Issue:

Authorizing Execution of a Chapter 380 Grant Agreement with Wildflowers on Sunday for the Grant of Incentives Pursuant to Chapter 380 of the Texas Local Government Code under the City's Main Street Reimbursement Program

Background:

The Main Street Reimbursement Program was established in 2023 to help provide an economic boost to retail businesses that choose to locate in historic downtown Sherman. Since that time, nearly $200,000 in sales taxes have been rebated to downtown business owners.

Eligible downtown businesses are eligible for up to 5 years of rebates of the 1% general sales tax they collect on behalf of the City.

Capital Improvement Program:

No

Origination:

Applicant

Financial Consideration:

Sales tax receipts are confidential. The average rebate for the 2024 tax year was $3,209.

Staff Recommendation:

Staff recommends approval.

Alternatives:

As determined by Council.

Attachments:

1. Resolution No. 7597

2. Wildflower Application

RESOLUTION NO. 7597

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A CHAPTER 380 GRANT AGREEMENT WITH WILDFLOWERS ON SUNDAY FOR THE GRANT OF INCENTIVES PURSUANT TO CHAPTER 380 OF THE TEXAS LOCAL GOVERNMENT CODE UNDER THE CITY'S MAIN STREET REIMBURSEMENT PROGRAM; 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, Chapter 380 of the Texas Local Government Code permits the City to establish and administer one or more programs to promote state or local economic development and to stimulate business and commercial activity within its city limits; and

WHEREAS, at the August 7, 2023 meeting, the City Council of the City of Sherman, Texas approved Resolution No. 7111, approving a new Main Street Reimbursement Program to promote economic development in the City downtown area; and

WHEREAS, the application received Wildflowers on Sunday meets the guidelines and criteria adopted for the City's Main Street Reimbursement Program.

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

SECTION 1. That the City Manager is hereby authorized and directed, subject to receipt of a fully-executed agreement from Wildflowers on Sunday and subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a Chapter 380 Agreement with Wildflowers on Sunday for the grant of incentives pursuant to Chapter 380 of the Texas Local Government Code, under the Main Street Reimbursement Program, in the same or substantially same form as the contract documents to be attached hereto and made a part hereof for all purposes.

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

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

CITY OF SHERMAN, TEXAS

BY: _____
SHAWN TEAMANN, MAYOR

ATTEST:

BY: _____
TERI FINE, CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

Name of Business	Wildflowers on Sunday
Name of Company (if different than business name)	*Field not completed.*
Texas Tax ID Number	32095370329
Business Address	218 W. Houston Street, Suite 200
Name of Person Applying	Yvonne Gingras
Telephone Number	909-936-4106
Email Address	info@wildflowersonsunday.com
	(Section Break)
Business Square Footage	2100
Own or lease?	Lease
If leased, when does the lease come up for renewal?	7/1/2025
Date Certificate of Occupancy Was Granted	7/9/2024
If this is an existing business, was the business in legal operation in Downtown Sherman on October 31, 2021?	No
Business description	Children's Boutique

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. K.5.

Meeting Date: 11/17/2025

Prepared By: Nate Strauch, Community and Support Services Manage

Approved By: Zachary Flores, City Manager

Caption:

**** Resolution No.7598***

Authorizing Execution of a Chapter 380 Grant Agreement with The Impeccable Poppy LLC for the Grant of Incentives Pursuant to Chapter 380 of the Texas Local Government Code under the City's Main Street Reimbursement Program

Issue:

Authorizing Execution of a Chapter 380 Grant Agreement with The Impeccable Poppy LLC for the Grant of Incentives Pursuant to Chapter 380 of the Texas Local Government Code under the City's Main Street Reimbursement Program

Background:

The Main Street Reimbursement Program was established in 2023 to help provide an economic boost to retail businesses that choose to locate in historic downtown Sherman. Since that time, nearly $200,000 in sales taxes have been rebated to downtown business owners.

Eligible downtown businesses are eligible for up to 5 years of rebates of the 1% general sales tax they collect on behalf of the City.

Capital Improvement Program:

No

Origination:

Applicant

Financial Consideration:

Sales tax receipts are confidential. The average rebate for the 2024 tax year was $3,209.

Staff Recommendation:

Staff recommends approval.

Alternatives:

As determined by Council.

Attachments:

1. Resolution No. 7598

2. Poppy Application

RESOLUTION NO. 7598

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A CHAPTER 380 GRANT AGREEMENT WITH RADONIQI LLC FOR THE GRANT OF INCENTIVES PURSUANT TO CHAPTER 380 OF THE TEXAS LOCAL GOVERNMENT CODE UNDER THE CITY'S MAIN STREET REIMBURSEMENT PROGRAM; 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, Chapter 380 of the Texas Local Government Code permits the City to establish and administer one or more programs to promote state or local economic development and to stimulate business and commercial activity within its city limits; and

WHEREAS, at the August 7, 2023 meeting, the City Council of the City of Sherman, Texas approved Resolution No. 7111, approving a new Main Street Reimbursement Program to promote economic development in the City downtown area; and

WHEREAS, the application received Radoniqi LLC meets the guidelines and criteria adopted for the City's Main Street Reimbursement Program.

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

SECTION 1. That the City Manager is hereby authorized and directed, subject to receipt of a fully-executed agreement from Radoniqi LLC and subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a Chapter 380 Agreement with Radoniqi LLC for the grant of incentives pursuant to Chapter 380 of the Texas Local Government Code, under the Main Street Reimbursement Program, in the same or substantially same form as the contract documents to be attached hereto and made a part hereof for all purposes.

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

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

CITY OF SHERMAN, TEXAS

BY: _____
SHAWN TEAMANN, MAYOR

ATTEST:

BY: _____
TERI FINE, CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

Name of Business	The Impeccable Poppy
Name of Company (if different than business name)	The Impeccable Poppy LLC
Texas Tax ID Number	32099880802
Business Address	226 W. Houston St. Sherman Tx 75090
Name of Person Applying	Robin Slaton
Telephone Number	2144054273
Email Address	daslatons1@gmail.com
	(Section Break)
Business Square Footage	1040
Own or lease?	Lease
If leased, when does the lease come up for renewal?	6/1/2026
Date Certificate of Occupancy Was Granted	7/31/2025
If this is an existing business, was the business in legal operation in Downtown Sherman on October 31, 2021?	No
Business description	Florist and gift shop

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. K.6.

Meeting Date: 11/17/2025

Prepared By: Nate Strauch, Community and Support Services Manage

Approved By: Zachary Flores, City Manager

Caption:

**** Resolution No. 7599***

Authorizing Execution of a Chapter 380 Grant Agreement with Radoniqi LLC for the Grant of Incentives Pursuant to Chapter 380 of the Texas Local Government Code under the City's Main Street Reimbursement Program

Issue:

Authorizing Execution of a Chapter 380 Grant Agreement with Radoniqi LLC for the Grant of Incentives Pursuant to Chapter 380 of the Texas Local Government Code under the City's Main Street Reimbursement Program

Background:

The Main Street Reimbursement Program was established in 2023 to help provide an economic boost to retail businesses that choose to locate in historic downtown Sherman. Since that time, nearly $200,000 in sales taxes have been rebated to downtown business owners.

Eligible downtown businesses are eligible for up to 5 years of rebates of the 1% general sales tax they collect on behalf of the City.

Capital Improvement Program:

No

Origination:

Applicant (La Piazza Restaurant)

Financial Consideration:

Sales tax receipts are confidential. The average rebate for the 2024 tax year was $3,209.

Staff Recommendation:

Staff recommends approval.

Alternatives:

As determined by Council.

Attachments:

1. Resolution No. - Radoniqi LLC

2. La Piazza Application
3. Resolution No. 7599

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A CHAPTER 380 GRANT AGREEMENT WITH RADONIQI LLC FOR THE GRANT OF INCENTIVES PURSUANT TO CHAPTER 380 OF THE TEXAS LOCAL GOVERNMENT CODE UNDER THE CITY'S MAIN STREET REIMBURSEMENT PROGRAM; 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, Chapter 380 of the Texas Local Government Code permits the City to establish and administer one or more programs to promote state or local economic development and to stimulate business and commercial activity within its city limits; and

WHEREAS, at the August 7, 2023 meeting, the City Council of the City of Sherman, Texas approved Resolution No. 7111, approving a new Main Street Reimbursement Program to promote economic development in the City downtown area; and

WHEREAS, the application received Radoniqi LLC meets the guidelines and criteria adopted for the City's Main Street Reimbursement Program.

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

SECTION 1. That the City Manager is hereby authorized and directed, subject to receipt of a fully-executed agreement from Radoniqi LLC and subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a Chapter 380 Agreement with Radoniqi LLC for the grant of incentives pursuant to Chapter 380 of the Texas Local Government Code, under the Main Street Reimbursement Program, in the same or substantially same form as the contract documents to be attached hereto and made a part hereof for all purposes.

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

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

CITY OF SHERMAN, TEXAS

BY: _____
SHAWN TEAMANN, MAYOR

ATTEST:

BY: _____
TERI FINE, CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

Name of Business	La Piazza Restaurant
Name of Company (if different than business name)	Radoniqi LLC
Texas Tax ID Number	32089507944
Business Address	124 S Crockett St Suite 100 Sherman, TX 75090
Name of Person Applying	Agim Ejupi
Telephone Number	9034441244
Email Address	lapiazzasherman@gmail.com
	(Section Break)
Business Square Footage	3300
Own or lease?	Lease
If leased, when does the lease come up for renewal?	6/1/2029
Date Certificate of Occupancy Was Granted	10/10/2024
If this is an existing business, was the business in legal operation in Downtown Sherman on October 31, 2021?	No
Business description	Italian Restaurant with Bar

RESOLUTION NO. 7599

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A CHAPTER 380 GRANT AGREEMENT WITH RADONIQI LLC FOR THE GRANT OF INCENTIVES PURSUANT TO CHAPTER 380 OF THE TEXAS LOCAL GOVERNMENT CODE UNDER THE CITY'S MAIN STREET REIMBURSEMENT PROGRAM; 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, Chapter 380 of the Texas Local Government Code permits the City to establish and administer one or more programs to promote state or local economic development and to stimulate business and commercial activity within its city limits; and

WHEREAS, at the August 7, 2023 meeting, the City Council of the City of Sherman, Texas approved Resolution No. 7111, approving a new Main Street Reimbursement Program to promote economic development in the City downtown area; and

WHEREAS, the application received Radoniqi LLC meets the guidelines and criteria adopted for the City's Main Street Reimbursement Program.

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

SECTION 1. That the City Manager is hereby authorized and directed, subject to receipt of a fully-executed agreement from Radoniqi LLC and subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a Chapter 380 Agreement with Radoniqi LLC for the grant of incentives pursuant to Chapter 380 of the Texas Local Government Code, under the Main Street Reimbursement Program, in the same or substantially same form as the contract documents to be attached hereto and made a part hereof for all purposes.

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

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

CITY OF SHERMAN, TEXAS

BY: _____
SHAWN TEAMANN, MAYOR

ATTEST:

BY: _____
TERI FINE, CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. K.7.

Meeting Date: 11/17/2025

Prepared By: Nate Strauch, Community and Support Services Manage

Approved By: Zachary Flores, City Manager

Caption:

**** Resolution No. 7600***

Authorizing Execution of an Agreement with 200 N Travis LLP Under the City of Sherman's Downtown Building Improvement Grant Program for Renovations at 200 N Travis Street

Issue:

Authorizing Execution of an Agreement with 200 N Travis LLP Under the City of Sherman's Downtown Building Improvement Grant Program for Renovations at 200 N Travis Street

Background:

The Downtown Building Improvement Grant is designed to stimulate substantial, visible, and permanent improvements to historically significant buildings and to spur interest in vacant and underutilized buildings of historical value in the downtown TIRZ. Grants under the program are awarded at the City Council's sole discretion.

These applications are for improvements to the structure built in 1889, currently addressed as 200 N Travis Street. The qualified costs for renovation work are $36,000 for HVAC work and $9,096 for miscellaneous other interior work.

Capital Improvement Program:

No

Origination:

Applicant

Financial Consideration:

These projects qualify for a matching grant in the amount of **$11,274**, bringing the total, cumulative grant amount for this building to $26,274.

Staff Recommendation:

Staff has no recommendation.

Alternatives:

Attachments:

1. Resolution No. 7600
2. DBIG app HVAC Upgrades Fall 2025
3. DBIG app Courts USMS Renovations Fall 2025

RESOLUTION NO. 7600

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT WITH 200 N TRAVIS LLP UNDER THE CITY OF SHERMAN'S DOWNTOWN BUILDING IMPROVEMENT GRANT PROGRAM FOR RENOVATIONS AT 200 N. TRAVIS STREET; 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 content by the City Attorney, to execute an agreement with 200 N. Travis LLP for improvements to 200 N.. Travis Street under the City of Sherman's Downtown Building Improvement Grant Program, in accordance with all contract documents attached hereto and made a part hereof for all purposes.

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

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

CITY OF SHERMAN, TEXAS

BY: _____
SHAWN TEAMANN, MAYOR

ATTEST:

BY: _____
TERI FINE, CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

Downtown Building Improvement Grant Application and Agreement

The information requested below will be used to process your application under the terms and conditions of the City of Sherman's Downtown Building Improvement Grant. All grant applications must include pictures of the current building, designs or renderings of the finished product, and historical pictures, if available.

I. Applicant Information

1. Applicant(s) name: 200 N Travis LP

Mailing address: 4544 S Lamar Blvd Ste 350

City: Austin State: Texas Zip: 78745

2. Applicant's daytime telephone number: 512-879-7509

E-mail address: stuart.dupuy@mbfagency.com

3. Status of applicant (please check one)
   - ____ Property owner with vacant facility
   - _x___ Property owner with tenant business
   - ____ Property owner/operator of existing business on property
   - ____ Property tenant with property owner consent
   - ____ Property deed, lease, or other document evidencing applicant's status

5. Length of ownership/ lease: 2.5 years
   Date purchased/ leased: November 8, 2022

II. Property Information

1. Address of property to be improved: 200 N Travis St

2. Legal description of subject property:
   Full legal description available upon request – it is quite lengthy

3. Grayson County Tax Assessor Parcel Number(s):
   R161976

4. Year built: 1889 Square footage: 58,630
   (Eligible buildings must be at least 50 years of age.)

6. What are the current types of businesses or other uses occupying the building?
   JP Morgan Chase Bank, the United States District Court, the United States Probation Office, Kimley-Horn Engineering constitute 80% of the building. The remainder are small regional tenants like LaCrone Law firm and Texoma FC.

7. Name and phone number of tenant(s), if applicable: rent roll available on request

(Attach additional names/numbers, if needed)

8. Use of building after construction: continued use

9. Number of parking spaces provided: n/a Proposed: n/a Total: no change

10. Current zoning: Commercial

11. Is a zoning amendment required? Yes___ No_x__

III. Project Description

1. Description of Proposed Improvements. Please provide a detailed description of your proposed improvements. Attach a copy of your architectural or design plans.

Description: We are modernizing this HVAC system over a multiple year project. The HVAC system is original from the 1950s, 1960s and 1970s. The recent "fire" scare was a symptoms of the degrading system. This grant request is for engineering support and the replacement of a compressor. Paid receipt for engineering work as well as Contractor proposal for compressor replacement are attached with this application.

☐ Designs Attached ☐ "Before" Picture(s) Attached

2. How many jobs will be **retained** once the project is completed?

__1____ Full-time positions _____ Part-time positions

3. How many **new positions** will result from this project?

__0____ Full-time positions _____ Part-time positions

IV. Work Estimates

Please attach a minimum of two (2) independent contractor estimates for the proposed improvements. Please note that grant funding shall be based on the lowest bid. Eligible costs shall be the cost of materials, equipment, and contracted labor to complete eligible improvements.

1. Name/Company and Phone Number of Preferred Contractor:
Capital Consulting Engineers 512-200-3803
Amount: $6,500

2. Name/Company and Phone Number of Second Contractor:
McDaniel Air Conditioning & Heating 903-429-3010
Amount: $29,500

3. Additional Estimates/Comments: (Please attach additional quotes, as required)
Comment: Both the $6,500 and the $29,500 are being requested for consideration for a combined total of $36,000

4. Total estimated costs of your improvements: $36,000

5. Estimated completion date for your improvements? Starting immediately and finished by December 15

VI. Agreement of Applicant and Property Owner

I/We, 200 N Travis LP by Stuart Dupuy, Manager, of the City of Sherman, County of Grayson, State of Texas, declare under penalty of perjury that the information contained in this application is true and correct and that the information contained in the documents that accompany this application is true, correct, and complete. I/We certify and warrant that the proposed work described in this Application meets the eligibility requirements of the City of Sherman Downtown Building Improvement Grant Program. In exchange for the City of Sherman's consideration of this application, I/We hereby agree to the following:

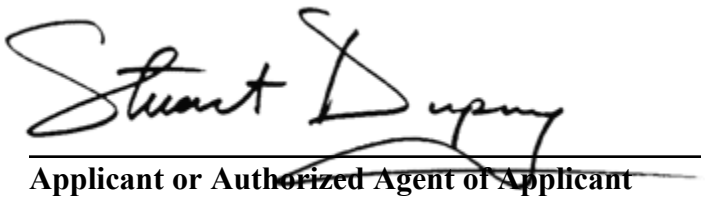
I/We hereby authorize City of Sherman employees and agents to perform inspections of my/our property if granted funds under the City of Sherman Downtown Building Improvement Grant Program, both before and during the work for which funds are granted under this Program and after completion of the work to ensure compliance with the terms and conditions of the Program and all other applicable ordinances and other laws.

I/We acknowledge that any work carried out prior to written confirmation of grant approval may not be eligible for reimbursement.

I/We acknowledge receiving, understanding, and accepting the terms and conditions of the City of Sherman Downtown Building Improvement Grant Program, and agree to fully comply with the same along with all other applicable ordinances and other laws, all of which are incorporated herein by reference, if granted funds under the Program. I agree that the City of Sherman is entitled to the immediate return or reimbursement of any and all funds paid to the Applicant or other persons under the Program, plus interest and collection costs, in the event the Applicant fails to complete the work for which the grant was approved or otherwise fails to comply with all applicable Program guidelines and requirements, ordinances and other laws. I/We Applicants further acknowledge and agree that, if funds provided by the City to the Applicant under the Program are determined at any time not to comply with applicable state laws relating to the authorized uses of such funds, all funds paid to the Applicant or other persons under the Program shall be immediately returned or reimbursed to the City.

Chapter 2264 Certification: Pursuant to Chapter 2264 of the Texas Local Government Code, I/We hereby certifies that the Applicant's business, or a branch, division, or department of the Applicant's business, does not and will not knowingly employ an undocumented worker. An undocumented worker means an individual who, at the time of employment, is not lawfully admitted for permanent residence to the United States or authorized under the law to be employed in that manner in the United States. If after receiving this grant from the City of Sherman, Applicant, or a branch, division, or department of Applicant's business, is convicted of a violation under 8 U.S.C. Section 1324a(f), Applicant shall repay the amount of the grant with interest, at the rate and according to the terms provided by this Agreement under Section 2264.053 of the Texas Local Government Code, not later than the 120th day after the date the Applicant is notified of the violation. I/We agree that this document serves as an agreement under Chapter 380 of the Texas Local Government Code.

I/We agree to indemnify, release, defend and hold harmless the City of Sherman and its officers, employees and agents, from and against all claims, losses, liabilities, damages, suits, actions, or proceedings asserted or brought by any person, including Applicant and the property owner and their respective officers, employees, agents, contractors, and subcontractors, arising out of personal injury, death or property damage from any cause whatsoever in whole or in part arising out of this Agreement or the activities completed hereunder.



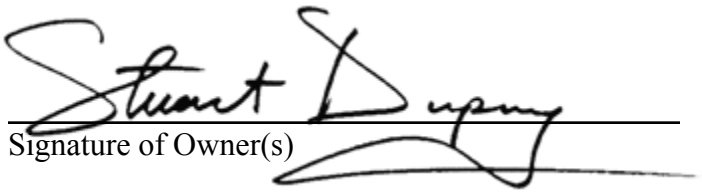
Applicant or Authorized Agent of Applicant

Property Owner (if different from Applicant)
or Authorized Agent of Property Owner

VII. Consent of the Owner to the Use and Disclosure of Information

I/We, ___200 N Travis LP by Stuart Dupuy, Manager _____, am the owner of the land that is the subject of this Application, and I/we authorize and consent to the use by or the disclosure to any person or public body, including the City of Sherman, of any personal or other information that is collected for the purposes of processing this application and administering the grant program. (*Note: Information provided in this application will become a public record, subject to disclosure under the Texas Public Information Act and/or Texas Open Meetings Act.)*

October 27, 2025
Date



Signature of Owner(s)

Downtown Building Improvement Grant Application and Agreement

The information requested below will be used to process your application under the terms and conditions of the City of Sherman's Downtown Building Improvement Grant. All grant applications must include pictures of the current building, designs or renderings of the finished product, and historical pictures, if available.

I. Applicant Information

1. Applicant(s) name: 200 N Travis LP

   Mailing address: 4544 S Lamar Blvd Ste 350

   City: Austin State: Texas Zip: 78745

2. Applicant's daytime telephone number: 512-879-7509

   E-mail address: stuart.dupuy@mbfagency.com

3. Status of applicant (please check one)
   - ____ Property owner with vacant facility
   - _x___ Property owner with tenant business
   - ____ Property owner/operator of existing business on property
   - ____ Property tenant with property owner consent
   - ____ Property deed, lease, or other document evidencing applicant's status

5. Length of ownership/ lease: 2.5 years
   Date purchased/ leased: November 8, 2022

II. Property Information

1. Address of property to be improved: 200 N Travis St

2. Legal description of subject property:
   Full legal description available upon request – it is quite lengthy

3. Grayson County Tax Assessor Parcel Number(s):
   R161976

4. Year built: 1889 Square footage: 58,630
   (Eligible buildings must be at least 50 years of age.)

6. What are the current types of businesses or other uses occupying the building?
   JP Morgan Chase Bank, the United States District Court, the United States Probation Office, Kimley-Horn Engineering constitute 80% of the building. The remainder are small regional tenants like LaCrone Law firm and Texoma FC.

7. Name and phone number of tenant(s), if applicable: rent roll available on request

(Attach additional names/numbers, if needed)

8. Use of building after construction: continued use

9. Number of parking spaces provided: n/a Proposed: n/a Total: no change

10. Current zoning: Commercial

11. Is a zoning amendment required? Yes___ No_x__

III. Project Description

1. Description of Proposed Improvements. Please provide a detailed description of your proposed improvements. Attach a copy of your architectural or design plans.

   Description: We are repainting the GSA locations including the judge's chambers and the US Marshals Service offices. Contractor proposal is attached with this application.

☐ Designs Attached	☐ "Before" Picture(s) Attached

2. How many jobs will be **retained** once the project is completed?

   __1____ Full-time positions _____ Part-time positions

3. How many **new positions** will result from this project?

   __0____ Full-time positions _____ Part-time positions

IV. Work Estimates

Please attach a minimum of two (2) independent contractor estimates for the proposed improvements. Please note that grant funding shall be based on the lowest bid. Eligible costs shall be the cost of materials, equipment, and contracted labor to complete eligible improvements.

1. Name/Company and Phone Number of Preferred Contractor:
   Fast Eagles Painting and Remodeling LLC 940-902-4926

   Amount:$9,096

2. Name/Company and Phone Number of Second Contractor:
   Not applicable – 1 contractor only. Work is complete. Remodel expenses only. Paint excluded as not applicable under DBIG program
   Amount:

3. Additional Estimates/Comments: (Please attach additional quotes, as required)

4. Total estimated costs of your improvements: _____

5. Estimated completion date for your improvements? Work was completed last month

VI. Agreement of Applicant and Property Owner

I/We, __200 N Travis LP by Stuart Dupuy, Manager_____, of the City of Sherman, County of Grayson, State of Texas, declare under penalty of perjury that the information contained in this application is true and correct and that the information contained in the documents that accompany this application is true, correct, and complete. I/We certify and warrant that the proposed work described in this Application meets the eligibility requirements of the City of Sherman Downtown Building Improvement Grant Program. In exchange for the City of Sherman's consideration of this application, I/We hereby agree to the following:

I/We hereby authorize City of Sherman employees and agents to perform inspections of my/our property if granted funds under the City of Sherman Downtown Building Improvement Grant Program, both before and during the work for which funds are granted under this Program and after completion of the work to ensure compliance with the terms and conditions of the Program and all other applicable ordinances and other laws.

I/We acknowledge that any work carried out prior to written confirmation of grant approval may not be eligible for reimbursement.

I/We acknowledge receiving, understanding, and accepting the terms and conditions of the City of Sherman Downtown Building Improvement Grant Program, and agree to fully comply with the same along with all other applicable ordinances and other laws, all of which are incorporated herein by reference, if granted funds under the Program. I agree that the City of Sherman is entitled to the immediate return or reimbursement of any and all funds paid to the Applicant or other persons under the Program, plus interest and collection costs, in the event the Applicant fails to complete the work for which the grant was approved or otherwise fails to comply with all applicable Program guidelines and requirements, ordinances and other laws. I/We Applicants further acknowledge and agree that, if funds provided by the City to the Applicant under the Program are determined at any time not to comply with applicable state laws relating to the authorized uses of such funds, all funds paid to the Applicant or other persons under the Program shall be immediately returned or reimbursed to the City.

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I/We agree to indemnify, release, defend and hold harmless the City of Sherman and its officers, employees and agents, from and against all claims, losses, liabilities, damages, suits, actions, or proceedings asserted or brought by any person, including Applicant and the property owner and their respective officers, employees, agents, contractors, and subcontractors, arising out of personal injury,

death or property damage from any cause whatsoever in whole or in part arising out of this Agreement or the activities completed hereunder.

Applicant or Authorized Agent of Applicant

Property Owner (if ~~different from Applicant~~)
or Authorized Agent of Property Owner

VII. Consent of the Owner to the Use and Disclosure of Information

I/We, ___200 N Travis LP by Stuart Dupuy, Manager _____, am the owner of the land that is the subject of this Application, and I/we authorize and consent to the use by or the disclosure to any person or public body, including the City of Sherman, of any personal or other information that is collected for the purposes of processing this application and administering the grant program. (*Note: Information provided in this application will become a public record, subject to disclosure under the Texas Public Information Act and/or Texas Open Meetings Act.)*

September 16, 2025
Date

Signature of Owner(s)

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. L.1.

Meeting Date: 11/17/2025

Prepared By: Wayne Lee, Director of Engineering

Approved By: Zachary Flores, City Manager

Caption:

**** CHANGE ORDER NO. 3***

Approving the Greater Texoma Utility Authority's Intention to Approve Change Order No. 3 to the South Wastewater Treatment Plant - MBR

Issue:

To consider approval of the Greater Texoma Utility Authority's intention to approve Change Order No. 3 to the South Wastewater Treatment Plant - MBR

Background:

The project to which this Change Order applies is the new South Wastewater Treatment Plant, MBR. The project is a new 4 million gallon per day facility that will have the ability to treat significant industrial user waste streams that the existing North Wastewater Treatment Plant could not. The project was constructed by Construction Manager at Risk (CMAR) delivery method that was later adapted to a lump sum contract. A construction fee was deliberated and agreed with provision that some changes may still occur before construction was complete. The Program Team, Design Engineer, and Construction Manager have been working with the Contractor continuously to manage these changes while construction continues.

The items included in this change order are due to the progression of design, owner's requests, and unforeseen conditions beyond the control of the Contractor. Each item has been reviewed and found to have merit in line with the contract documents. Each Potential Change Order (PCO) item is attached with more detailed information regarding the change. Included herein is a table of the changes that identifies the description, reason, cost, and time of each change.

The attached documents reflect the process described above inside cover 350 pages of work to date, in 7 PCO's. Some PCO's reflect negative costs and some positive costs, as in any change order undertaken. This change order ultimately is a net increase in the amount of $283,117.42 for a total project cost of $288,508,964.89.

Capital Improvement Program:

23-061

Origination:

Engineering Department

Financial Consideration:

Funding needed for this Change Order No. 3 is $283,117.42 and will be provided for through GTUA Open Market Bond funds.

Staff Recommendation:

It is recommended that the Greater Texoma Utility Authority's intention to approve Change Order No. 3 to the

South Wastewater Treatment Plant - MBR be approved.

Alternatives:
As may be directed by the City Council

Attachments:
1. Change Order No. 3 - COSK-PSE-CO003 Full Package
2. Location Map

Project:	South Wastewater Treatment Plant - MBR	**Project Number:**	
Owner:	Greater Texoma Utility Authority/City of Sherman	1513-U	
Contractor:	Kiewit Water Facilities South Co.	105718	
Engineer:	Plummer Associates	1422-005-02	

Change Order No.: **03** **Date:** 11/5/2025

Make the following modifications to the Contract Documents:

Multiple updates based on Progression of the Design and changes in field conditions. See Attached Summary for full description of 7 individual PCOs.

Justification:

Progression of the design during construction that provides for a more effective WWTP.

This Contract Amendment modifies the Contract Documents. Should this amendment include any change in compensation, the compensation in this Contract Amendment is the full, complete, and final compensation for all costs the Contractor may incur as a result of or relating to this change whether said costs are known, unknown, foreseen, or unforeseen at this time, including without limitation, any cost for delay, extended overhead, ripple or impact cost, or any other effect on changed or unchanged Work as a result of this Contract Modification. The changes in Contract Times are the complete and final adjustments for direct impacts to the ability of the Contractor to complete the Work within the Contract Times and are the only adjustments to which the Contractor is entitled. Except as modified hereby, the Contract Documents and all of the terms and provisions thereof remain in full force and effect.

a	**Original Contract Price**	$ 2,865,000.00
b	**Previously Approved Amendments and Change Orders**	$ 285,360,847.47
c	**Adjusted Contract Price (a + b)**	$ 288,225,847.47
d	**Change Order Amount**	$ 283,117.42
e	**Revised Contract Price (c + d)**	$ 288,508,964.89
f	**Percent Change to Date (from GMP Amendment 07)**	0.03 %
g	**Change in Days this Change Order**	0 days

Completion Dates:		**Original**		**Previous**		**Current**
Substantial Completion	**h**	4/30/2025	**i**	11/5/2025	**j**	11/5/2025
Final Completion	**k**	7/26/2025	**l**	2/3/2026	**m**	2/3/2026

Recommended by: Design Engineer

Name — *Date* 11.6.2025

Recommended by: Project Construction Manager

Name — *Date* 11/6/25

Approved by: Kiewit Water Facilities South Co.

Name — *Date*

Approved by: Program Manager

Name — *Date* 11/05/2025

Approved by: Greater Texoma Utility Authority

Name — *Date*

Approved by: City of Sherman

Name — *Date*

PAPE-DAWSON ENGINEERS

11/5/2025

GTUA/City of Sherman
220 W Mulberry St.
P.O. Box 1106
Sherman, TX 75091
(903) 892-7208

Re: COSK South Wastewater Treatment Plant - MBR Project
Change Order 003 Recommendation

Dear GTUA/City of Sherman:

For the South Wastewater Treatment Plant – MBR Project, multiple changes to the contract have been contemplated, evaluated, and negotiated with the CMAR. The Program Team, Design Engineer, and Construction Manager have been working with the CMAR continuously to manage these changes while construction continues.

The items included in this change order are due to the progression of design, owner's requests, and unforeseen conditions beyond the control of the CMAR. Each item has been reviewed and found to have merit in line with the contract documents. Each Potential Change Order (PCO) item is attached with more detailed information regarding the change. Below is a table of the changes that identifies the description, reason, cost, and time of each change.

PCO #	Description	Reason for Change	Cost	Time (days)
86	Process Mechanical Modifications per Decision Log **R1**	Design Progression	$72,756.58	0
92	Additional Scope for Fire Rating in Hallway of MBR Support Building **R2**	Design Progression	$39,809.95	0
93	Site Finishes Civil and Concrete Changes **R1**	Unforeseen Conditions	$99,501.59	0
94	Revision to the PTU Plant Water System	Design Progression	$12,593.45	0

PCO #	Description	Reason for Change	Cost	Time (days)
95	Temporary Pad Mounted Switch Additional Monthly Rent	Design Progression	$21,767.66	0
96	Eliminate Remaining Permanent PMS Scope **R1**	Field Enhancement	($18,686.31)	0
97	Electrical Changes	Unforeseen Conditions & Owner Request	$55,374.50	0
Total for Change Order 003			**$283,117.42**	**0**

The total project funding request for Change Order 003 is $283,117.42. The total project time request for Change Order 003 is 0 days. By authorizing this Change Order amount, the following contract adjustments will be made:

Original Contract Value:	$ 2,865,000.00
Amendments1-7:	$ 285,266,409.55
Change Orders 001-002	($ 94,437.92)
Proposed CO 003	$283,117.42
Revised Total Contract Value:	$ 288,508,964.89

Respectfully,

Mike Brannon, PE, PMP, CCM
Program Manager

Cc:
Hugh Brightwell – Program Construction Manager

Attachments:
1. 7 Potential Change Order Packages

PLUMMER

Potential Change Order (PCO) Request

PROJECT NO:1422-005-03

PROJECT: South Wastewater Treatment Plant - MBR

OWNER: City of Sherman

CONTRACTOR: Kiewit Construction South

ENGINEER: Plummer Associates, Inc.

PCO NO.: 086

DESCRIPTION: Process Mechanical Modifications per Decision Log R1

NOTIFICATION BY CONTRACTOR

The Contractor proposes to make the additions, modifications, or deletions to the Work described in the Contract Documents, as shown in Attachment "A" and requests that you take the following action:

- ☐ Notify us that you concur that this change does not require a change in Contract time or amount and issue a Field Order.
- ☒ Issue a Change Order for performing the described change. Change in Contract amount is indicated in the attached detailed cost breakdown of labor, materials, equipment and all other costs associated with this change. Impacts on Contract Time are shown in the attached revised schedule.
- ☐ Authorize the Contractor to proceed with the described change. Payment will be requested at the unit price bid.
- ☐ Authorize the Contractor to proceed with the change under the time and materials provisions of the Contract.
- ☐ Authorize this change utilizing Approval of Contingency Fund.

By: Kory Kyllo Date: 10/28/2025

ENGINEER'S RESPONSE

We respond to your request as follows: Recommended total Value of PCO 086 is $72,756.58

- ☐ We concur that this is a no cost or time change. See attached/forthcoming Field Order No. / comments.
- ☐ Your proposal is recommended to the Owner with funding authorized by use of project Contingency Fund.
- ☒ Your proposal is recommended to the Owner. See attached/forthcoming proposed Change Order.
- ☐ Proceed with the change at the unit price bid.
- ☐ Proceed with the change under the time and materials provisions of the Contract.
- ☐ Additional information is required to evaluate this request. Provide information as described in the attached comments and resubmit.
- ☐ Potential Change Order Request is not accepted.

Construction Manager: Brian Beach Date: 10/31/25

Engineer: Date: 10.31.2025

Program Manager: Date: 11/2/25

Owner: Thomas J. Smith, P.E. Date: 11/3/2025

PAPE-DAWSON ENGINEERS

Project: COSK South Wastewater Treatment Plant - MBR Project

Owner: City of Sherman

Subject: Potential Change Order Review Memorandum

PCO086 – Process Mechanical Modifications per Decision Log R1

Date: 10/31/25

This Potential Change Order (PCO) is provided in response to RFI COSK-KWT-DNG-RFI-0546. The RFI response gives direction for the CMAR to make modifications to the installed spray nozzles and valves at the Bioreactor Basin, shortening the gooseneck vents at the membrane Bioreactor and Return Activated Sludge Pump Station, re-route chemical discharge lines at the alkalinity tank, and change several pipe labels. This PCO provides for all labor, materials, equipment, and supervision to make the required changes.

Below is a summary table of the history of this Potential Change Order (PCO) showing all submittals and total cost. Written comments and responses that were made on the PCO are included at the end of the PCO documentation.

ID Number	Source (WCD, RFI, PCM)	Title	Submitted Date	Response Date	Total Cost or (Credit)
PCO 086	COSK-KWT-DNG-RFI-0546	Process Mechanical Modifications per Decision Log	10/9/2025	10/13/2025	$72,756.58
PCO 086	COSK-KWT-DNG-RFI-0546	Process Mechanical Modifications per Decision Log **R1**	10/28/2025	10/31/2025	$72,756.58

Reviews were provided by Plummer and Pape Dawson. It is the opinion of the combined project team that the cost provided in the final revision is an accurate cost for the work added and approval is recommended.

POTENTIAL CHANGE ORDER

Kiewit

Date: 10/22/2025	Potential Change Order #: PCO-0086	Revision #: 01
To: City of Sherman (COS) 220 W. Mulberry Street Sherman, TX 75090	Contract #: 1513-U Construction Manager at Risk (CMAR)	Project: South WWTP - MBR

Drawing, Specification, Equipment Number or Other Reference: RFI 546 Process Mechanical Decision Log - WE August 9th, 2025

Description of the Proposed Change Order Work: Process Mechanical Modifications per Decision Log

CMAR received the response to COSK-KWT-DNG-RFI-0546 on August 12th, 2025. CMAR is providing this PCO in accordance with General Conditions 1.01 A. 51., 10.01 A. and B., and 10.03 A. This PCO is also submitted in accordance with General Conditions 12.01.B.2 and the value of the Work will be determined by a mutually agreed lump sum. This mutually agreed lump sum is only applicable to this specific PCO-0086 R1.

PCO-0086 R1 consists of modifications to the installed spray nozzles and valves at the BRB, shortening of the gooseneck vents at the MBR and RAS structures, rerouting of the chemical discharge lines at the alkalinity tank area to set them back to the original design, and changing some of the pipe labels.

There is no current schedule impact from the additional scope identified in this PCO.

Kiewit Water Facilities South Co.'s proposal for this package represents $72,756.58.

This estimate is based on a 6-day workweek, 10 hours per day.

Kiewit has marked pages in this document “confidential” as they contain proprietary rates and other information that are trade secrets in reference to Texas Government Code 552.110.

This quote is valid for 30 days from date of submission in accordance with General Conditions 10.05 C. CMAR reserves the right to update the cost if those 30 days are exceeded.

Construction				**Estimated Effect on Contract Price**
Lump Sum ($)				Change Impact ($)
$72,756.58				**$72,756.58**

Detailed components of above categories must accompany this estimate (discipline, craft, commodity of material, etc.)

Estimated Effect on Project Schedule (calendar days)		**Estimated Effect on Contract Terms**
Substantial Completion	N/A	N/A
Final Completion	N/A	N/A

Recommended by: Kiewit Water Facilities South Co.

Project Manager: _____ 10/28/2025

Contractor Date

Basis of Estimate: Process Mechanical Modifications per Decision Log

Summary

1. **A – Direct Cost (Labor)**	Sub-Total	$51,197.29
2. **B – Direct Cost (Supervision)**	Sub-Total	$4,300.00
3. **C – Direct Cost (PM, Supplies, Equipment, Subs)**	Sub-Total	$13,177.01
4. **D – Indirect Cost**	Sub-Total	$0.00
5. **E – Est. B&I / COMM (1.50%)**	Sub-Total	$1,030.11
6. **F – G&A (9.622%)**	Sub-Total	$1,780.76
7. **G – Fee (8.50%)**	Sub-Total	$1,271.41
	Grand Total	**$72,756.58**

Initiator

Plummer responses to COSK-KWT-DNG-RFI-0546 Process Mechanical Decision Log – WE August 9th, 2025. Items #33, #37, and #38 and agreed upon Process Mechanical Decision Log Item #39.

Merit

Engineer directed CMAR via the Decision Log to modify the pipe and angle of the spray nozzles at the BRB. They also directed CMAR to relocate the valves under the beams at the BRB so they can be more accessible. More direction was given by the Engineer to modify the gooseneck valves at the RAS and Splitter Box. The Engineer directed CMAR to restore the chemical discharge lines at the alkalinity area back to original design. Lastly, the Engineer directed CMAR to change the naming convention, colors, and add additional above ground pipe labels.

Summary

CMAR received the response to COSK-KWT-DNG-RFI-0546 Process Mechanical Decision Log – WE August 9th, 2025 on August 12th, 2025. The RFI was a submission of the Process Mechanical Decision Log, where Engineer and CMAR record daily changes or topics of concern to receive direction from the Engineer. The response confirmed the direction from the Engineer for CMAR to modify multiple items involving the process mechanical piping, spray nozzles, valves, and gooseneck vents.

Process Mechanical Decision Log Item #33 is for nozzle modifications at the BRB. The response directed CMAR to modify the NPW piping and angle of the spray nozzles at the BRB basins. This NPW system was installed per Contract Drawing M-402, and following M-402 Note 4, the outlet nozzle sprayers were rotated at 30 degrees. This angle, however, did not provide the required outcome the Engineer expected, so the direction was to adjust the angle until acceptable. This required CMAR to install additional scaffolding for access to the pipe, making the necessary adjustments across multiple basins, and then removing the scaffolding.

KIEWIT WATER FACILITIES SOUTH CO.
2050 Roanoke Rd, Westlake, TX 76262

Process Mechanical Decision Log Item #33 also directed CMAR to relocate the valves for this NPW system out from underneath the beams of the BRB cover system. The relocation of the valves would allow better accessibility to them when the BRB covers are removed. The valves being accessible was not contractually required and was a direction from the Engineer after the system was installed. This involved CMAR installing additional scaffolding for access to the pipe, making the necessary adjustments to four valves, and then removing the scaffolding.

Process Mechanical Decision Log Item #37 directed CMAR to modify and shorten the gooseneck vents under the covers at the RAS and Splitter Box structure. These gooseneck vents were installed per Detail 33 on Contract Drawing M-9002, and the requested shortening is a change. This work required installing access in the structures to get up to the bottom of the goosenecks, rigging the internal portion of the gooseneck to be removed, unbolting or cutting them and lowering to the bottom of the structure, moving them under a hatch opening, and rigging and flying them out of the structure.

Process Mechanical Decision Log Item #38 directed CMAR to restore the chemical discharge lines at the alkalinity tanks back to their original design. The design was initially modified in PCO-081 RFI 531 Carbon and Alkalinity Discharge Pipe Reroute when Engineer directed CMAR to reroute the pipe to create better access to the eyewash station on the chemical slab. The reroute of piping to bring it back to the original design will require locking out the system to close the valves, remove the heat trace and insulation, demo the existing piping and pipe supports, install new piping, retest the system, and reinstall new heat trace and insulation.

Process Mechanical Decision Log Item #39 directed CMAR to change some of the pipe labels around the site. This includes changing the naming convention of the some of the labels, the color patterns (background and letter), and requesting more labels than previously submitted. The pipe labeling and markers schedule was submitted and approved in submittal COSK-KWT-DNG-SUB-0357. Once approved by the Engineer, the labels were ordered. More labels will need to be purchased to satisfy the direction from the Engineer, some labels installed will need to be replaced, and additional labels installed. This will require crews to install access to remove and install the re-named or different color labels and install additional labels.

PCO-086 R1 includes the material procurement and labor involved with the modifications for all of these changes. This includes the necessary access, disassembly, reassembly, and re-testing of any pipelines.

See attachments for a breakdown.

1. **A - Direct Cost (Labor)**

Total	$51,197.29

Labor has been added for modifying the spray nozzles and valves and piping at the BRB, goosenecks at the RAS and Splitter Box, chemical discharge lines at the Alkalinity structure, and pipe labels. Labor includes the handling of materials to the specific operation location, installation and removal or necessary access and scaffolding, modifications of the pipe, pipe supports, valves, labels, and cleaning the work.

See attachments for a breakdown.

KIEWIT WATER FACILITIES SOUTH CO.
2050 Roanoke Rd, Westlake, TX 76262

2. **B - Direct Cost (Supervision)**

Total	$4,300.00

The following is captured under B - Direct Cost (Supervision): A Field Engineer & Superintendent are required for PCO-0086 R1. The below breaks down the responsibilities for this additional scope of work:

Field Engineer

- Review documentation to identify all changes
- Estimate reviews with change management team
- Revise existing work plans.
- Field presence
- Work with scheduling team to add new activities and/or adjust durations of CPM schedule and see if there were any schedule impacts

Superintendent

- Review revised Work Plans (Individually and with Crew)
- Field presence/Supervising additional scope
- Work with scheduling team to provide input and identify any impacts

See attachments for a breakdown.

3. **C - Direct Cost (PM, Supplies, Equipment, Subs)**

Total	$13,177.01

The following is captured under C - Direct Cost (PM, Supplies, Equipment, Subs): Permanent material, supplies, and equipment for the modification of the nozzle, valves, goosenecks, chemical discharge lines, and pipe labels. This includes subcontractor pricing from Magna Specialty Contractors for the heat trace and insulation adjustments at the alkalinity chemical piping.

See attachments for a breakdown.

4. **D - Indirect Cost**

Total	$0.00

5. **E - Est. B&I / COMM (1.50%)**

Total	$1,030.11

KIEWIT WATER FACILITIES SOUTH CO.
2050 Roanoke Rd, Westlake, TX 76262

Est. Bond and Insurance / Commercial required for PCO 86 R1.

6. **F - G&A (9.622%)**

Total	$1,780.76

General and Administrative expenses required for PCO 86 R1.

7. **G - Fee (8.50%)**

Total	$1,271.41

Attachments

1. COSK-KWT-DNG-RFI-0546 Process Mechanical Decision Log – WE August 9th, 2025
2. COSK-KWT-DNG-RFI-0546 Process Mechanical Decision Log – WE August 9th, 2025 Response
3. Process Mechanical Decision Log Item #39 - Pipe Label Changes per EOR
4. PCO 0086 Cost Breakdown Structure
5. PCO 0086 Resource Rate Register
6. Magna Specialty Contractors Invoice T2515-04
7. Seton Quote 27895533 – Pipe Labels
8. PCO086 Comment Response Form

KIEWIT WATER FACILITIES SOUTH CO.
2050 Roanoke Rd, Westlake, TX 76262

RFI

Project Name:	South Wastewater Treatment Plant - MBR	**Project Tracker No.**	1422-005-02
Contract No.:	1513-U	**Plummer CPM:**	Paula Monaco
RFI Name/Subject:	Process Mechanical Decision Log WE August 9th, 2025	**Requested Response Date:**	August 11, 2025
Contractor:	Kiewit Water Facilities South	**Contractor PM:**	Kory Kyllo
RFI Key Contact:	John Lavelle	**Key Contact Phone:**	
Subcontractor/Vendor:	Kiewit		
Specification Section:	40 05 05 / General Process Mechanical		
Secondary Discipline:	☐ Architectural ☐ Civil ☐ Electrical ☐ HVAC ☐ Yard Pipe ☐ Startup & Commissioning ☐ Instrumentation & Controls ☒ Proc/Mech ☐ Plumbing ☐ Structural		
Reference Drawing(s):			
RFI No.:	COSK-KWT-DNG-RFI-0546		
RFI Contents:	☐ Shop Drawing ☐ Administrative ☐ As-Builts ☐ Sample ☐ *Product Data* ☒ ***Additional Information*** ☐ *O&M (Additional Information)*		
Impacts:	☒ Cost ☒ Schedule		
Question/Issue:	Updates to decision log being kept between Kiewit and Plummer for Process Mechanical design decisions discussed throughout the week. This update includes “closed” items which are agreed by both parties.		
Proposed Solution:	Engineer to confirm decision log updates are acceptable.		

☒ Contractor hereby certifies that (i) Contractor has complied with the requirements of Contract Documents in preparation, review and submission of designated RFI and (ii) the RFI is completed and in accordance with the Contract Documents and requirements of laws and regulations and governing agencies.
Contractor (Authorized by): John Lavelle

RFI Package Response Status (Approved, Rejected, Response as Noted):

RFI Status:	
Comments:	See attached response

SHERMAN - PROCESS MECHANICAL DECISION LOG

#	TITLE	DESCRIPTION	SOLUTION/ANSWER	STATUS	RFI REQ?	TYPE	OPENED BY	OPENED DATE	CLOSED BY (KIEWIT)	CLOSED DATE (KIEWIT)	CLOSED BY (PLUMMER)	CLOSED DATE (PLUMMER)	NOTES/COMMENTS
1	Odessa Pumps Coatings Touch-Ups	Odessa Pumps, when starting up the re-lift pumps, buffed out some of the protective coatings on the plate. They proposed to cover the spot with Kimball Midwest Corro-Ban Rust Preventative. Plummer expressed some concern on the effectiveness of the coating lasting over time. Can you please comment on the acceptability of this product?	Yes, I am concerned about the longevity of this product. I would prefer to go with the protective coating that was provided on the plate originally.	CLOSED	NO	EMAIL	TB	6/4/2025	SD	6/30/2025			6/30/25: Will use what was originally supplied per Steve Davis
2	Veolia instrument bracket 3.5" from edge of concrete	Veolia's instrument bracket is designed for the anchors to be drilled approximately 3.5" from the edge of the concrete. Plummer asked Kiewit to provide the anchor calculations to ensure that the anchors will not pop out.	Plummer waiting on calculations	CLOSED	NO	EMAIL	TB	6/4/2025	TE	7/1/2025			6/30/25: Steve to follow up with Thomas Benson 7/1/25: Steve to follow up with Thomas Benson 7/7/25: COSK-KWT-DNG-SUB-0397 calculation submittals submitted.
3	Polyester Braided Tubing	Thomas proposed the material for the drain on the ejector at the MBR to be a polyester braid tubing. Quentin is okay with this.	Quentin okay - proceed	CLOSED	NO	EMAIL	TB	6/4/2025	AM	6/5/2025	QG	6/5/2025	
4	Sludge Storage Bird Screen	Jeff w/ Sherman & Thomas Y w/ Plummer directed Kiewit to procure 2 8" raised flanges and 2 stainless steel bird screens at the 8" intake pipes on the Sludge Tank Blowers	Mike W procured materials on 6/10	CLOSED	NO	VERBAL	MW	6/10/2025	MW				
5	4" RAS Plug Valve Chain Wheel	There is a conflict between the potential chainwheel location at the RAS ARV Plug Valves and the chainwheel on the nearby 30" Knife Gate Valves.	Quentin discussed with Thomas Benson that it is acceptable to leave the actuator as a regular handwheel for the RAS Plug Valves as they will not be frequently used.	CLOSED	NO	EMAIL & VERBAL	TB	6/12/2025	TB	6/12/2025	QG	6/12/2025	
6	Hallesten covers at MBR - Penetration Kit	Hallesten has a "penetration kit" which is an aluminum plate that surrounds the piping drops. Hallsten had originally planned to secure the plate to the existing cover through screws. Kiewit has concerns about how the screws would last long term due to the occasional need to remove and reinstall the penetration kits. Hallsten proposed the attached change to the penetration kit so that they will mostly sit over the opening instead of being screwed into them.	Plummer main concern with this was the weight and potential for wind to blow the covers off but saw no other issues. I have reached out to Hallsten to confirm the weight and for them to look into this concern.	CLOSED	NO	EMAIL & VERBAL	TB	6/12/2025					6/30/25: Will proceed with original design
7	RAS Goosenecks	The 24" RAS South of the RAS Pump Station Wet Well, if installed per the drawings, would fall right in front of an electrical panel, cutting access for future electricians to work. Kiewit proposed to turn the vent 90 degrees to face East.	Plummer originally asked to turn the Goosenecks to the west and cut the handrail. A later conversation between Robert Martin, Thomas Young, and Adam Murphy discussed logistics of this where it was decided ultimately that the plan to turn the south gooseneck east is acceptable.	CLOSED	NO	VERBAL	AM	6/11/2025	AM	6/11/2025			
8	Stop Log Clash with Electrical Trays	Due to the location of the cable penetrations through the MBR channels to the RAS channel, Alterman had to alter their cable tray to properly run the wires. Altering this cable tray made it so that it sits on top of the Stop Log. Although the stop log frame could physically still be installed in this area, the actual stop logs need to be installed vertically which is now not possible. There is already a cut made in the grout for the stop log location.	Move the stop log south by a few inches to accomodate the tray, after the tray has already been installed. Have to cut extra grout.	CLOSED	NO	VERBAL	AM	6/13/2025	AM	6/16/2025			
9	Carbon Storage Tank PVC Pipe Re-Routing	If someone gets chemicals in their eyes on the west side of the tank, there is no safe pathway to get to the eyewash station on the east side. Because of this, it was discussed that the pipe should be re-routed.	Raise the pipe south of the pumps to be 7' from the top of the slab by adding 90's & pipe supports. Create a pathway 3' wide for someone to fit through while walking under the pipe.	CLOSED	YES	EMAIL	AM	6/18/2025	AM	6/23/2025	QG	6/23/2025	
10	Alkalinity Storage Tank PVC Pipe Re-Routing	If someone gets chemicals in their eyes on the west side of the tank, there is no safe pathway to get to the eyewash station on the east side. Because of this, it was discussed that the pipe should be re-routed.	Raise the pipe south of the pumps to be 7' from the top of the slab by adding 90's & pipe supports. Create a pathway 3' wide for someone to fit through while walking under the pipe. In order to ensure that there is no settling point in the slurry, we will use 45's instead of 90's to make the connections	CLOSED	YES	EMAIL	AM	6/18/2025	AM	7/2/2025	QG	7/2/2025	6/30/25: Quentin to look at routing on 6/30 7/1/25: Quentin to speak with engineer, will have update on 7/2/25 7/7/25: Closed. Work completed in field.
11	RAS Pump Station Drain Panels - ARVs	ARVs at the RAS and how the drain piping back to the structure is at a higher elevation than the Blow off valve on the ARVs. This means that if we tied in a line from the blow off valve to this drain line that water would be constantly held inside of the line.	Quentin noted that due to this conflict, the Blow off Valve is the only part of this needed and no tie in or separate drain line is required from it.	CLOSED	NO	EMAIL	TB	6/24/2025	TB	6/24/2025	QG	6/24/2025	
12	Ductile Iron Pipe Stencils - Letter Width	For pipe stencils requiring a letter height of 3-1/2", we will be proceeding with 2" letter width for legibility. This will minimize the number of stencils that can be applied in a single line, which was previously the preferred configuration.	Okay with Quentin. Letters being large enough is priority over fitting naming into 1 line.	CLOSED	No	EMAIL & VERBAL	VG	6/26/2025	VG	6/26/2025	QG	6/26/2025	

#	TITLE	DESCRIPTION	SOLUTION/ANSWER	STATUS	RFI REQ?	TYPE	OPENED BY	OPENED DATE	CLOSED BY (KIEWIT)	CLOSED DATE (KIEWIT)	CLOSED BY (PLUMMER)	CLOSED DATE (PLUMMER)	NOTES/COMMENTS
13	6" FCA On Riser between Standpipe and Backpulse	Kiewit is eliminating the 6" FCA on the backpulse tank riser. Page M-554 Note 9 eliminated. Reason wyhy, nothing to tie it back to	Okay with Quentin.	CLOSED	NO	VERBAL	MW	6/24/2025	AM	6/24/2025	QG	6/24/2025	
14	Eliminate additional unions for Quills at MBR Support	The valves which the unions at the MBR Support Building connect into are union valves. Instead of doubling up on unions, the plan is to treat the valves as the unions.	Okay with Quentin	CLOSED	NO	VERBAL	MW	6/24/2025	AM	6/24/2025	QG	6/24/2025	
15	Moving Hot Boxes	The doors of the hox boxes cannot open fully if they are to be placed directly above the MBR Support Building Penetrations as they open into the ALP piping drop legs. We will move them over so that they are not behind the ALP lines and they can properly open	Okay with Quentin	CLOSED	NO	VERBAL	MW	6/24/2025	AM	6/24/2025	QG	6/24/2025	
16	Iso valve on 14" Permeate Lines - MBR Support Building	Quentin and Michael Walczyk discussed the addition of 3 1/2" isolation valves for the PIT on the 14" Permeate lines in the MBR Support Building.	Confirmed with Quentin	CLOSED	NO	VERBAL	MW	6/24/2025	AM	6/24/2025	QG	6/24/2025	
17	Valve Tags - Walczyk Buildings	Michael Walczyk listed valves in his buildings with missing tags. Adam and Quentin sat to parse out what is and is not necessary.	Adam sent email to Quentin with some outstanding items in order to finalize list.	CLOSED	NO	VERBAL	MW	6/25/2025					7/8/25: Closed, Quentin sent over on 7/7/25
18	Additional Tap - MBR Support Building	A 1/2" Tap is required on the 24" permeate header after the last pump discharge. It is to be inside, it is to have a ball valve. Waiting on further instruction from Quentin. May need hydrotest exemption. This tap is for the owner's sampler	Quentin provided a line design through email with instruction to tap the bottom of the pipe. Kiewit to add	CLOSED	NO	VERBAL	QG	7/2/2025	AM	7/7/2025	QG	7/7/2025	
19	Chainwheel MBR Support	Chainwheel is 6' 10-1/2" off the ground. Requires a chainwheel operator instead of a handwheel. This is the case for 2 plug valves in the MBR Support Building	Kiewit to provide	CLOSED	NO	EMAIL	AM	6/25/2025	AM	7/2/2025	QG	7/2/2025	
20	Cover Penetrations - Influent Splitter Box	Per COSK-CST-SDS-VEN-0004, cover is to be penetrated to accommodate piping, attachment was not on R&R response, sketch was provided in email attachment from Plummer on 6/27	Need exact location of penetration and any routing changes verified	CLOSED		EMAIL	SD	6/30/2025					6/30/25: Routing to be looked at by Plummer 7/1/25: Will provide pricing once magnitude is identified 7/8/25: Need to verify routing, and we should close this item
21	Sludge Storage ARV Drain	The Sludge Storage ARV lines are routed to the ground currently. This will cause an environental issue.	Route the ARV drain lines under the road into the nearest manhole. Connect PVC UG pipe to to the current 90 elbows in the field. Route minimum 3' underground and core into the nearest manhole structure. Link seal around the manhole core.	CLOSED		VERBAL	AM	7/1/2025	AM	7/8/2025	QG	7/8/2025	7/8/25: Kiewit to assess, refer to the response of the RFI and proceed 7/9/25: Either option is acceptable; tie into manhole or pipe. 7/10/25: Jason stated they are going to tie into manhole. Item closed.
22	Huber Heat Trace Fine Drum Screens.	Where Kiewit heat trace sub scope ends, there are still exposed lines going into the fine drum screens that will require heat trace & insulation.	Path forward for kiewit to use heat trace and insulation sub to extend the insulation and heat trace over the solenoids.	CLOSED	NO	VERBAL	QG	7/2/2025					7/8/25: Path forward still in discussion 7/9/25: Steve to get with Adam to move this item along
23	Victaulic 77's MBR	Victaulic 77's for air scour provided by Veolia are not compliant to drawing call outs. For permeate, confirm no contact between metal and permeate. For air, couplings do not match the drawings	Kiewit has reached out to Victaulic and Veolia for information.	CLOSED	YES	EMAIL & VERBAL	QG	7/1/2025					7/8/25: Currently in Plummer review 7/9/25: EPDM to separate between permeate and metal 7/11/25: Keep as installed and close item
24	Odessa COC	Certificate of Conformance LANGUAGE	Odessa COC Conforming to submittal, not necessarily the spec.	CLOSED				7/9/2025					7/10/25 Adam and Thomas Benson to reach out to Odessa for documentation. 7/11/25: Adam spoke with Quentin, item closed
25	Scum Pump Level Control		Fog Rod/transducer for scum pump for level control.	CLOSED									7/10/25 Possibility to substitute. Patrick Moseley to discuss with Steve 7/11/25: Steve found path forward, closed
26	Binder Type	Wilson Jones 385 Binder discontinued. Proposing to use binders which match spec, but are not specifically this product. O&M Spec 01 78 23		CLOSED	NO	VERBAL	AM	7/11/2025	AM	7/14/2025	QG	7/14/2025	7/11/25: Product called out is non-existent 7/14/25: Closed, will utilize product that complies with spec

#	TITLE	DESCRIPTION	SOLUTION/ANSWER	STATUS	RFI REQ?	TYPE	OPENED BY	OPENED DATE	CLOSED BY (KIEWIT)	CLOSED DATE (KIEWIT)	CLOSED BY (PLUMMER)	CLOSED DATE (PLUMMER)	NOTES/COMMENTS
27	Calibration Column Drain Line	2 Calibration lines at the Alkalinity Tank and 1 at carbon are to have drains routed to a pad drain.	Route from the calibration column to the nearest floor drain. •Drain line size to match the calibration column outlet. •No heat trace or insulation is required on these drains. •Drains can run to the nearest floor drain. •45's at any bends for alkalinity. 90's are fine for Carbon. •No valves required. •Hover the drain over the floor drain like what's shown in the picture is sufficient. •No minimum slope requirement.	CLOSED	NO	EMAIL	QG	6/27/2025	AM	7/15/2025	QG	7/15/2025	7/8/25: Quentin to connect with engineer today. 7/9/25: Quentin still coordinating with Pump vendor 7/11/25: Quentin finalizing path forward with vendor 7/14/25: Quentin sent email on 7/11 with proposed path forward, Quentin waiting to hear back from Engineer 7/15/25: Same status as yesterday, expecting a response today per Quentin 7/16/25: Quentin provided response through email correspondence to Adam Murphy. Item Closed
28	MBR Covers	Gaps on Covers	Solution to shim the panels from underneath with stainless steel angles and plastic shims is acceptable Solution to cover the gaps with santroprene rubber and a clip fastened to concrete to keep rubber from flapping is acceptable. Updated solution to add additional clips on one side to help with trip hazards. No flat bar on both sides.	CLOSED	N	VERBAL	MB	7/9/2025	JL	8/5/2025	QG	8/5/2025	7/10/25 Steve to walk with Thomas Young 7/11/25: Adam to have additional info on 7/14/25: Adam received info on 7/12, will send info to Quentin for further discussions 7/15/25: Adam sent Quentin email with options on 7/14/25 7/16/25: Still working on solution 7/17/25: Adam to send over proposed solution to Quentin 8/5/25: QG confirmed to add additional clips on one side to help with trip hazard. No double bar.
29	Sulzer Pump Flange Adapter Coatings	Uncoated carbon steel adapter flanges used for the Sulzer pumps.	Adam to keep Plummer informed of plan going forward	CLOSED	N	VERBAL	TY	7/9/2025	AM	7/17/2025	QG	7/17/2025	7/11/25: Potentially coat?, Adam to discuss further with Plummer 7/14/25: Adam following up with Sulzer today, coating is onsite 7/15/25: Site coordination item now 7/17/25: Will coat surfaces exposed to wastewater
30	BRB ARV's Class 300 vs Class 150 Flanges	ARV has 8 bolt holes, Ball valve has 4 bolt holes.	Leave as-is. Valve is has a multi-option flange so that it can be configured on site to many different classes of flange.	CLOSED	N	VERBAL							
31	BRB Purge Line - Xylem Bubble Diffusers	Purge line is spitting water on top of BRB covers. Water is not routed anywhere.	90 the purge line above the covers and route the rubber hose through a new hole next to the first one. Per pic in email from Adam on July 18th.	CLOSED	N	EMAIL	AM	7/17/2025	AM	7/21/2025	QG	7/21/2025	7/17/25: Adam working on proposed solution, working on today 7/18/25: Adam to confirm if 90 down and route hose through existing hole will work. 7/21/25: Adam sent over solution, Quentin to review today
32	Exposed carbon bolts	Any carbon bolts on line systems are to be coated with the same coating used on the same Ductile Iron System	Acceptable	CLOSED	N								
33	Nozzle Modifications/Replacements at BRB, RAS, and MBR and Valve Relocation at BRB	The spray nozzles in the bays of the BRB were installed with the correct product and at the correct angle called out for in the drawings. They are not spraying at the expected angle though. They possibly need to be adjusted to make spray angle effective. This is at the BRB, RAS, and MBR The valves at the BRB are under the beams for the covers and are not accessible	CMAR to modify the pipe so the angle of the nozzles are acceptable to EOR. The piping for the valves under the beams will be modified so the valves are accessible when covers are removed. RAS and MBR Sprayers will NOT need modifications. (Only BRB)	CLOSED	N	VERBAL	MS	7/30/2025	MS	7/31/2025	TY & BB	7/31/2025	7/30/25: Issue opened for discussion 7/31/25: Thomas and Mike discussed solution to turn sprayers to proper angle. Thomas and Brian also requested valves to be moved frm under beams. Discussion still on whether or not the nozzles at the MBR or RAS had to be moved. Thomas to confirm. 8/1/25: Confirmed no need for mods of nozzles at MBR and BRB. Work to proceed at BRB only. Closed.
34	MBR Basin Instrument Plates Gaps (Procore PL Item #118)	Gaps on Covers and Instrumentation Plate	Solution to cover the gaps with santroprene rubber and a clip fastened to concrete to keep rubber from flapping is acceptable.	CLOSED	N	VERBAL	MB	8/4/2025	JL	8/5/2025	QG	8/5/2025	8/4/25: Can we proceed with closing the instrument plate gaps the same way we closed the cover plate gaps? (See email from Marci at 2:59pm 8/4/25) 8/5/25: QG confimred that the rubber would be acceptbale to close these gaps as well.

#	TITLE	DESCRIPTION	SOLUTION/ANSWER	STATUS	RFI REQ?	TYPE	OPENED BY	OPENED DATE	CLOSED BY (KIEWIT)	CLOSED DATE (KIEWIT)	CLOSED BY (PLUMMER)	CLOSED DATE (PLUMMER)	NOTES/COMMENTS
35	Secure RAS Chains (Procore PL Item #101)	The RAS kknife gate valve chainwheel operators are hanging loosely and have potential to whip around. Secure chains to nearest pipe support.	Install a piece of stainless steel 3x3 angle on the edge of the pipe support that the chain can be secured to.	CLOSED	N	VERBAL	MB	8/4/2025	MB	8/8/2025	QG	8/8/2025	8/4/25: Marci discussed this with Quentin. Quentin asked for a mockup. (See email from Marci at 3:27pm 8/4/25 for mockup) 8/5/25: QG to reach out to Marci to discuss path forward. 8/6/25: QG to walk with Marci today 8/8/25: QG confirmed CMAR propsoed solution was acceptable.
36	UV Protection on bubbler header vents lines at BRB	There is concern with the UV exposure on the 3/4" PVC bubbler header vent lines at the BRB. EOR has asked to provide cover or alternate solution.	Install aluminum flashing tape per email correspondence with Thomas Young on 8/5/25.	CLOSED	N	EMAIL & VERBAL	MS	8/5/2025	MS	8/6/2025	TY	8/5/2025	8/5/25: Mike Spell contacted Thomas Young and provided the solution of instaling alum flashing tap to cover the PVC with. Thomas accepted through email. 8/6/25: EOR confirmed that CMAR proposed solution acceptable
37	Gooseneck Vent Modifications	The goosenecks were bought and installed per plan, but they are too long underneath the covers and they protrude into the water. This is a design issue. This occurs at the RAS and Splitter Box	Install scaffolding in the affected areas and modify goosencks. 24" goosencks at RAS will be unbolted at the flange and the bottom section removed. The 4" and 6" goosenecks at the Splitter Box will need to be cut to shorten.	CLOSED	N	VERBAL	MS	8/5/2025	MS	8/7/2025	TY	8/7/2025	8/5/25: Mike Spell opened issue 8/6/25: Brought up on a walk with Ruby, need confirmation 8/7/25: EOR confirmed that goosenecks need to be modified to shorten length under covers.
38	Up and Over Chem Pads back to original design (Alkalinity)	Reference Item #10	Restore back to original design	CLOSED	N	VERBAL	MS	8/7/2025	MS	8/7/2025	TY	8/7/2025	8/7/25: EOR confirmed that piping needs to be rerouted back to original design.

Plummer
1320 S University Drive #300
Fort Worth, Texas 76107
P: 8188061700

Project: 1442-005-02 South Wastewater Treatment Plant
302 Cliff Hestand Road
Sherman, Texas

RFI #690: Process Mechanical Decision Log WE August 9th, 2025

Revision	0	**Status**	Open
To	Quentin Geile (Plummer) *(Response Required)*	**From**	Alyssa OBrien (Plummer)
Date Initiated	Aug 11, 2025	**Due Date**	Aug 14, 2025
Location	General Site	**Project Stage**	Course of Construction
Cost Impact	Yes (Unknown)	**Schedule Impact**	Yes (Unknown)
Spec Section	40 05 05 - Piping System, Basic Materials and Methods	**Cost Code**	
Drawing Number	NA	**Reference**	
Linked Drawings			
Suggested Solution		**Change Order Required?**	
Received From			
Copies To	Brian Beach (Plummer), Alyssa OBrien (Plummer)		

SUGGESTED SOLUTION

Contractor Suggested Solution	Engineer to confirm decision log updates are acceptable

Activity

Question

Question from Alyssa OBrien Plummer *on Monday, Aug 11, 2025 at 10:25 AM CDT*
See attached RFI

Attachments
COSK-KWT-DNG-RFI-0546.00.RFI.00.01.pdf

Official Response

Response from Quentin Geile Plummer *on Tuesday, Aug 12, 2025 at 08:36 AM CDT*
No comments.

#	TITLE	DESCRIPTION	SOLUTION/ANSWER	PCO (Y/N)	STATUS	RFI REQ?	TYPE	OPENED BY	OPENED DATE	CLOSED BY (KIEWIT)	CLOSED DATE (KIEWIT)	CLOSED BY (PLUMMER)	CLOSED DATE (PLUMMER)	NOTES/COMMENTS
39	Pipe Label Changes per EOR	An email from Thomas Young requested CMAR to make changes to some of the pipe labeling style, naming convention, and colors that were previosuly approved in submittals COSK-KWT-DNG-SUB-0357.	1. On the sample lines, since this is raw wastewater or permeate, CMAR to match these label styles. 2. Change "FILTERED EFFLUENT" for the membranes to "PERMEATE". This will allow us to differentiate from the filter effluent at the North Plant and align with terminology that Veolia uses. 3. Change compressed air (high pressure) labels to yellow lettering and black background. Low pressure labels will be white letters and blue background.	Y	CLOSED		EMAIL & VERBAL	MB	8/13/2025	MB	8/14/2025	TY	8/14/2025	8/13/24: Item opened. Thomas Young email sent 8/5/25 8/14/25: Kiewit getting correct labels ordered, Marci working on it.

Confidential

10/22/2025 01:34:23 AM

Cost Breakdown Structure (CBS) Register

KIEWIT CORPORATION

20053365-136123-01P - Sherman PCO Backup--Sherman WWTP Construction

CBS Position Code	Description	Quantity	Unit of Measure (Uom)	Manhours (MH)	Man Count	Equipment Count	Production (UOM/Mh)	Production UOM/Crew Hr	Unit Cost	Total Cost	Labor Cost	Construction Equipment Cost	Materials Cost	Supplies Cost	Subcontract Cost
4.1.4	PCO #0086 - BRB Spray Nozzle Adjustments (DL #33), BRB Valve Relocations (DL #33), RAS & Splitter Gooseneck Mods (DL #37)	1.00	Each	637.39	31.00	3.00	0.00	0.00	$72,756.58	$72,756.58	$54,097.29	$7,667.74	$5,174.13	$0.00	$1,735.14
4.1.4.1	A - Direct Cost (Labor)	1.00	Each	599.50	28.00	0.00	0.00	0.01	$51,197.29	$51,197.29	$51,197.29	$0.00	$0.00	$0.00	$0.00
4.1.4.1.1	Process Mechanical Decision Log Item #33 - Nozzle Modification and Valve Relocation	1.00	Each	391.00	12.00	0.00	0.00	0.01	$33,359.77	$33,359.77	$33,359.77	$0.00	$0.00	$0.00	$0.00
4.1.4.1.1.1	Install - AG Pipe Crew & Scaffolding Crew	1.00	Each	391.00	12.00	0.00	0.00	0.01	$33,359.77	$33,359.77	$33,359.77	$0.00	$0.00	$0.00	$0.00
4.1.4.1.1.1.1	Nozzle Modification	1.00	Each	167.00	4.00	0.00	0.01	0.02	$14,479.49	$14,479.49	$14,479.49	$0.00	$0.00	$0.00	$0.00
4.1.4.1.1.1.2	Valve Relocation	1.00	Each	82.00	4.00	0.00	0.01	0.05	$7,109.69	$7,109.69	$7,109.69	$0.00	$0.00	$0.00	$0.00
4.1.4.1.1.1.3	Install/Remove Scaffold Access	1.00	Each	142.00	4.00	0.00	0.01	0.03	$11,770.58	$11,770.58	$11,770.58	$0.00	$0.00	$0.00	$0.00
4.1.4.1.2	Process Mechanical Decision Log Item #37 - Gooseneck Vent Modifications	1.00	Each	106.00	8.00	0.00	0.01	0.04	$8,950.41	$8,950.41	$8,950.41	$0.00	$0.00	$0.00	$0.00
4.1.4.1.2.1	Install - AG Pipe Crew & Scaffolding Crew	1.00	Each	106.00	8.00	0.00	0.01	0.04	$8,950.41	$8,950.41	$8,950.41	$0.00	$0.00	$0.00	$0.00
4.1.4.1.2.1.1	Gooseneck Modifications	1.00	Each	43.00	4.00	0.00	0.02	0.09	$3,728.25	$3,728.25	$3,728.25	$0.00	$0.00	$0.00	$0.00
4.1.4.1.2.1.2	Install/Remove Scaffold Access	1.00	Each	63.00	4.00	0.00	0.02	0.06	$5,222.16	$5,222.16	$5,222.16	$0.00	$0.00	$0.00	$0.00
4.1.4.1.3	Process Mechanical Decision Log Item #38 - Restore Chemical Discharge Lines back to Original Design at Alkalinity	1.00	Each	42.50	4.00	0.00	0.02	0.09	$3,684.90	$3,684.90	$3,684.90	$0.00	$0.00	$0.00	$0.00
4.1.4.1.3.1	Install - AG Pipe Crew	1.00	Each	42.50	4.00	0.00	0.02	0.09	$3,684.90	$3,684.90	$3,684.90	$0.00	$0.00	$0.00	$0.00
4.1.4.1.3.1.1	Chemical Discharge Line Modifications	1.00	Each	42.50	4.00	0.00	0.02	0.09	$3,684.90	$3,684.90	$3,684.90	$0.00	$0.00	$0.00	$0.00
4.1.4.1.4	Process Mechanical Decision Log Item #39 - Pipe Label Changes	1.00	Each	60.00	4.00	0.00	0.02	0.07	$5,202.21	$5,202.21	$5,202.21	$0.00	$0.00	$0.00	$0.00
4.1.4.1.4.1	Install - AG Pipe Crew	1.00	Each	60.00	4.00	0.00	0.02	0.07	$5,202.21	$5,202.21	$5,202.21	$0.00	$0.00	$0.00	$0.00
4.1.4.1.4.1.1	Pipe Label Changes Labor	1.00	Each	60.00	4.00	0.00	0.02	0.07	$5,202.21	$5,202.21	$5,202.21	$0.00	$0.00	$0.00	$0.00
4.1.4.2	B - Direct Cost (Supervision)	1.00	Each	28.00	3.00	0.00	0.04	0.04	$4,300.00	$4,300.00	$2,900.00	$0.00	$1,400.00	$0.00	$0.00
4.1.4.2.1	FE	1.00	Each	16.00	1.00	0.00	0.06	0.06	$2,400.00	$2,400.00	$2,400.00	$0.00	$0.00	$0.00	$0.00
4.1.4.2.2	Superintendent	1.00	Each	8.00	1.00	0.00	0.13	0.13	$1,400.00	$1,400.00	$0.00	$0.00	$1,400.00	$0.00	$0.00
4.1.4.2.3	Quality	1.00	Each	4.00	1.00	0.00	0.25	0.25	$500.00	$500.00	$500.00	$0.00	$0.00	$0.00	$0.00
4.1.4.3	C - Direct Cost (PM, Supplies, Equipment, Subs)	1.00	Each	9.89	0.00	3.00	0.00	0.01	$13,177.01	$13,177.01	$0.00	$7,667.74	$3,774.13	$0.00	$1,735.14
4.1.4.3.1	Process Mechanical	1.00	Each	9.89	0.00	3.00	0.00	0.01	$13,177.01	$13,177.01	$0.00	$7,667.74	$3,774.13	$0.00	$1,735.14
4.1.4.3.1.1	Equipment	1.00	Each	9.89	0.00	3.00	0.00	0.01	$7,667.74	$7,667.74	$0.00	$7,667.74	$0.00	$0.00	$0.00
4.1.4.3.1.1.1	1/2 Ton Pickup - Direct	1.00	Each	7.49	0.00	1.00	0.00	0.01	$6,576.08	$6,576.08	$0.00	$6,576.08	$0.00	$0.00	$0.00
4.1.4.3.1.1.2	Scissor Lift	1.00	Each	1.80	0.00	1.00	0.00	0.08	$501.90	$501.90	$0.00	$501.90	$0.00	$0.00	$0.00
4.1.4.3.1.1.3	Manlift	1.00	Each	0.60	0.00	1.00	0.00	0.25	$589.76	$589.76	$0.00	$589.76	$0.00	$0.00	$0.00
4.1.4.3.1.2	Bulk Commodities and STS	1.00	Each	0.00	0.00	0.00	0.00	0.00	$3,774.13	$3,774.13	$0.00	$0.00	$3,774.13	$0.00	$0.00
4.1.4.3.1.2.1	Scaffolding Access	1.00	Each	0.00	0.00	0.00	0.00	0.00	$2,750.00	$2,750.00	$0.00	$0.00	$2,750.00	$0.00	$0.00
4.1.4.3.1.2.2	Pipe Labels	1.00	Each	0.00	0.00	0.00	0.00	0.00	$1,024.13	$1,024.13	$0.00	$0.00	$1,024.13	$0.00	$0.00
4.1.4.3.1.3	Subcontractor - Magna Heat Trace & Insulation Modifications	1.00	Each	0.00	0.00	0.00	0.00	0.00	$1,735.14	$1,735.14	$0.00	$0.00	$0.00	$0.00	$1,735.14
4.1.4.4	D- Indirect Cost	1.00	Each	0.00	0.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
4.1.4.5	E - Est. B&I/COMM (1.50%)	1.00	Each	0.00	0.00	0.00	0.00	0.00	$1,030.11	$1,030.11	$0.00	$0.00	$0.00	$0.00	$0.00
4.1.4.6	F - G&A (9.622%)	1.00	Each	0.00	0.00	0.00	0.00	0.00	$1,780.76	$1,780.76	$0.00	$0.00	$0.00	$0.00	$0.00
4.1.4.7	G - Fee (8.50%)	1.00	Each	0.00	0.00	0.00	0.00	0.00	$1,271.41	$1,271.41	$0.00	$0.00	$0.00	$0.00	$0.00

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PCO-0086 Process Mechanical Modifications and Adds				
A	DIRECTS - Labor			
		LABOR	$	51,197.29
B	DIRECTS - Supervision			
		Supervision	$	4,300.00
C	DIRECTS - Equip, PM, Supply, Subs			
		Total	$	13,177.01
D	Indirect Cost			
		Itemized	$	-
E	Est. Bonds/Insurance			
	(on A, B, C, D)	1.50%	$	1,030.11
F	G&A			
	(on B, C, D, E)	9.622%	$	1,780.76
G	Fee			
	(on C, F)	8.50%	$	1,271.41
		TOTAL	**$**	**72,756.58**

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All Resource Register

KIEWIT CORPORATION

20053365-136123-01P - Sherman PCO Backup--Sherman WWTP Construction

Resource Type	Resource Code	Description	Unit Cost (Scale 1)	Unit Cost (Scale 2)	Unit Cost (Scale 3)	Utilization Count	Unit of Measure
Construction Equipment Rate	2.42.024.00 (1).1 - BLUEBOOK	60' Manlift	$134.63	$0.00	$0.00	4.00	Hour
Construction Equipment Rate	2.42.020.00 - BLUEBOOK	Scissor Lift - Skyjack SJ3226	$29.01	$0.00	$0.00	12.00	Hour
Construction Equipment Rate	2.02.006.00 (1).2 - BLUEBOOK	1/2 Ton Pickup - Direct	$39.60	$0.00	$0.00	149.88	Hour
Installed Material Rate	4.PIPE.PCO-0076R1.71	Scaffolding Piece	$5.50	$0.00	$0.00	500.00	Pc
Installed Material Rate	4.PIPE.PCO-086 SETON	Pipe Labels	$1,024.13	$0.00	$0.00	1.00	Ea
Labor Rate	1.C.40.1.02 (2).2 - 2024 RATE	Pipe Foreman (Pipefitter) - 2024 RATES	$84.97	$112.70	$140.43	98.63	Hour
Labor Rate	1.C.06.1.02 (2).2 - 2024 RATE	Carpenter Foreman - 2024 RATES	$84.97	$112.70	$140.43	51.25	Hour
Labor Rate	[ENTER CODE] (3)	Quality Engineer 2024 Rates	$125.00	$125.00	$125.00	4.00	Hour
Labor Rate	1.C.52.1.07.2 - 2024 RATE	Maintenance Mechanic (for equip maint only) - 2024 RATES	$80.35	$105.77	$131.19	9.89	Hour
Labor Rate	1.C.06.1.03 (2).2 - 2024 RATE	Carpenter Journeyman - 2024 RATES	$75.73	$98.84	$121.95	153.75	Hour
Labor Rate	1.S.10.2.01 (1) (1)	Discipline Field Engineer - 2024	$150.00	$150.00	$150.00	16.00	Hour
Labor Rate	DISCIPLINE SUPERINTENDENT	Discipline Superintendent - 2024	$175.00	$175.00	$175.00	8.00	Hour
Labor Rate	1.C.40.1.03 (2).2 - 2024 RATES	Pipe Journeyman (Pipefitter) - 2024 RATES	$80.35	$105.77	$131.19	295.88	Hour
Unique Rate	PCO-0086 MAGNA	PCO-0086 Magna Insulation	$1,735.14	$0.00	$0.00	1.00	Each

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781 Station Drive, Suite 101
Arlington, TX 76015
(682) 320-8668

MAGNA SPECIALTY CONTRACTORS CORP.

INVOICE NO
T2515-04

Customer: Kiewit Water Facilities South
2050 Roanoke Rd Suite 100
Westlake, TX 76262

Job Name: **Sherman WTP**

ACCOUNT NO	PO NUMBER	SHIP VIA	DATE SHIPPED	TERMS	INVOICE DATE	PAGE
KIEWITWA	7200013345			Net 30	8/21/2025	1

ITEM NO	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED
MATERIALS	1	We removed insulation, metal jacketing and heat trace from the chemical pipes because they had a change (Pipe malfunction). We reinstalled the heat trace and we did the megger test on it. Insulated and installed metal jacketing back, removed insulation and metal from eyewash station. We reinsulated and sealed	368.74	368.74
SUPERVISOR	10	Supervisor -Eduardo Prieto	68.32	683.20
SUPERVISOR	10	Supervisor - Gerardo Faz	68.32	683.20

TOTAL AMOUNT **1,735.14**

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Outlook

[External]Your Quote: 27895533

From Seton Customer Service <service_us@s.seton.com>
Date Fri 8/29/2025 1:52 PM
To Brent.Harwood <brent.harwood@kiewit.com>

You don't often get email from service_us@s.seton.com. Learn why this is important

If you have trouble displaying this email, view it as a web page.

Seton Traffic & Parking Pipe Markers Asset Management

QUOTATION NUMBER	QUOTE VALID TO	CUSTOMER REFERENCE NUMBER
27895533	09/28/2025	

Your account number: 10R10981256
Quote Prepared For:

CITY OF SHERMAN CMAR
302 CLIFF HESTAND RD
SHERMAN TX 75090

Ship To PO #:
Ship To:

CITY OF SHERMAN CMAR
302 CLIFF HESTAND RD
SHERMAN TX 75090

Dear Brent Harwood,

Thank you for allowing Seton the opportunity to earn your business. This quotation is valid until 09/28/2025, Please find below a detailed quote.

This quote is only valid with your account. Only you or another user associated with this account can purchase this cart.

To accept this quote and proceed with your order, you can email your purchase order to SetonMailroom@Seton.com or call us at 800-243-6624 to pay by credit card.

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Sincerely,

Seton

IMPORTANT INFORMATION

QUOTE DETAILS

ITEM NUMBER & DESCRIPTION	EST. DELIVERY DATE	QUANTITY	UOM	NET PRICE	EXTENDED PRICE
Line Number: 000010 **Product Code:** 85359 **Your Part Number:** NON-POTABLE WATER **Product Desc:** CUSTOM COLOR OPTI-CODE, SIZE 12 SELF-ADHESIVE VINYL **Is this a reorder? .** No **Size** 12 - 2-1/2" thru 7-7/8" OD **Background Color** Green **Letter Color** Black **Arrow Direction** No Arrow **Copy** NON-POTABLE WATER **Additional Information:**	09/09/2025	20 1 25 50 100	EA	$ 7.69 8.59 7.29 7.29 7.29	$ 153.80 8.59 7.29 7.29 7.29
Line Number: 000020 **Product Code:** 85360 **Your Part Number:** PLANT WATER **Product Desc:** CUSTOM COLOR OPTI-CODE, SIZE 24 SELF-ADHESIVE VINYL **Is this a reorder? .** No **Size** 24 - 8" thru 10" OD **Background Color** Green **Letter Color** Black **Arrow Direction** No Arrow **Copy** PLANT WATER **Additional Information:**	09/09/2025	18 1 25 50 100	EA	$ 9.89 11.09 9.29 9.29 9.29	$ 178.02 11.09 9.29 9.29 9.29

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Line Number: 000030 **Product Code:** 85359 **Your Part Number:** PLANT WATER **Product Desc:** CUSTOM COLOR OPTI-CODE, SIZE 12 SELF-ADHESIVE VINYL **Is this a reorder? .** No **Size** 12 - 2-1/2" thru 7-7/8" OD **Background Color** Green **Letter Color** Black **Arrow Direction** No Arrow **Copy** PLANT WATER **Additional Information:**	09/09/2025	25 1 25 50 100	EA	$ 7.29 8.59 7.29 7.29 7.29	$ 182.25 8.59 7.29 7.29 7.29
Line Number: 000040 **Product Code:** 85359 **Your Part Number:** DRAIN **Product Desc:** CUSTOM COLOR OPTI-CODE, SIZE 12 SELF-ADHESIVE VINYL **Is this a reorder? .** No **Size** 12 - 2-1/2" thru 7-7/8" OD **Background Color** Green **Letter Color** Black **Arrow Direction** No Arrow **Copy** DRAIN **Additional Information:**	09/09/2025	6 1 25 50 100	EA	$ 8.19 8.59 7.29 7.29 7.29	$ 49.14 8.59 7.29 7.29 7.29
Line Number: 000050 **Product Code:** 31311 **Your Part Number:** HIGH PRESSURE AIR **Product Desc:** CUSTOM SETMARK PIPE MARKERS- 8SM **Is this a reorder? .** No **Size** 8SM - 3/4" thru 1-3/8" OD **Color** Blue / White Letters **Arrow Required?** With Arrows (Show Arrowheads) **Wording (Max 25 char)** HIGH PRESSURE AIR	09/09/2025	50 1 10 25 100 250	EA	$ 4.89 8.19 5.69 4.89 4.89 4.89	$ 244.50 8.19 5.69 4.89 4.89 4.89

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Additional Information:					
Line Number: 000060 **Product Code:** 80268 **Your Part Number:** DRAIN **Product Desc:** CUSTOM SETMARK PIPE MARKER - 8SM **Is this a reorder? .** No **Size** 8SM - 3/4" thru 1-3/8" OD **Color** Green / Black letters **Arrow Required?** With Arrows (Show Arrowheads) **Copy** DRAIN **Additional Information:**	09/09/2025	40	EA	$ 4.89	$ 195.60
Line Number: 000070 **Product Code:** 80269 **Your Part Number:** DRAIN **Product Desc:** CUSTOM SETMARK PIPE MARKER - 8LG **Is this a reorder? .** No **Size** 8LG - 1-1/2" thru 2-3/8" OD **Color** Green / Black letters **Arrow Required?** With Arrows (Show Arrowheads) **Copy** DRAIN **Additional Information:**	09/09/2025	30	EA	$ 6.69	$ 200.70
Line Number: 000080 **Product Code:** 80276 **Your Part Number:** DRAIN **Product Desc:** CUSTOM SETMARK PIPE MARKER - 12MD **Is this a reorder? .** No **Size** 12MD - 4" thru 5-7/8" OD **Color** Green / Black letters **Arrow Required?** With Arrows (Show Arrowheads) **Copy** DRAIN	09/09/2025	25	EA	$ 12.49	$ 312.25

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Additional Information:					
Line Number: 000090 **Product Code:** 80269 **Your Part Number:** DRAIN **Product Desc:** CUSTOM SETMARK PIPE MARKER - 8LG **Is this a reorder? .** No **Size** 8LG - 1-1/2" thru 2-3/8" OD **Color** Green / Black letters **Arrow Required?** With Arrows (Show Arrowheads) **Copy** DRAIN **Additional Information:**	09/09/2025	4	EA	$ 9.09	$ 36.36
Line Number: 000100 **Product Code:** 80269 **Your Part Number:** DRAIN **Product Desc:** CUSTOM SETMARK PIPE MARKER - 8LG **Is this a reorder? .** No **Size** 8LG - 1-1/2" thru 2-3/8" OD **Color** Green / Black letters **Arrow Required?** With Arrows (Show Arrowheads) **Copy** DRAIN **Additional Information:**	09/09/2025	40	EA	$ 6.69	$ 267.60
Line Number: 000110 **Product Code:** B689_27X12_T **Your Part Number:** MAGNESIUM HYDROXIDE **Product Desc:** CUSTOM VC B-689 Ultramark Pipemarker **Pipe Marker Style** II/12LG - Pipe Dia 5.0"-7.875" **Material** Polyester Self-Sticking **Graphic Protection** Yes - Laminate **Pipemarker Size** 27.0" H x 12.0" W **Background Color** Safety Yellow	09/11/2025	5	EA	$ 16.20	$ 81.00

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Text Line 1 MAGNESIUM HYDROXIDE **Variable Legend** No **Directional Arrows** Single Right (LEGEND ->) **Text Color** Safety Black **B Number** B-689 **Mounting Method** Wrap Around **Mounting Hole Diameter** N/A **Mounting Hole Location** N/A **Special Pack** No **Component Qty** 75.000000 **SKU Number** B689_27X12_T **SW PRINT SIDES** 1 SIDE **Additional Information:**					
Line Number: 000120 **Product Code:** B689_9X8_T **Your Part Number:** MAGNESIUM HYDROXIDE **Product Desc:** CUSTOM VC B-689 Ultramark Pipemarker **Pipe Marker Style** I/8LG - Pipe Dia 1.5" - 2.375" **Material** Polyester Self-Sticking **Graphic Protection** Yes - Laminate **Pipemarker Size** 9.0" H x 8.0" W **Background Color** Safety Yellow **Text Line 1** MAGNESIUM HYDROXIDE **Variable Legend** No **Directional Arrows** Single Right (LEGEND ->) **Text Color** Safety Black **B Number** B-689 **Mounting Method** Wrap Around **Mounting Hole Diameter** N/A **Mounting Hole Location** N/A **Special Pack** No **Component Qty** 22.220000 **SKU Number** B689_9X8_T **SW PRINT SIDES** 1 SIDE **Additional Information:**	09/11/2025	20	EA	$ 12.09	$ 241.80

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Line Number: 000130 **Product Code:** 23469 **Your Part Number:** VENT **Product Desc:** OPTICODE, 12, YW/BK, VENT 12" x 2-1/4"VENTYELLOW/BLACK LETTERS **Additional Information:**	09/08/2025	5 1 26 51	EA	$ 1.89 1.89 1.29 1.19	$ 9.45 1.89 1.29 1.19
Line Number: 000140 **Product Code:** 80268 **Your Part Number:** SAMPLE **Product Desc:** CUSTOM SETMARK PIPE MARKER - 8SM **Is this a reorder? .** No **Size** 8SM - 3/4" thru 1-3/8" OD **Color** Green / Black letters **Arrow Required?** With Arrows (Show Arrowheads) **Copy** SAMPLE **Additional Information:**	09/09/2025	2	EA	$ 7.69	$ 15.38
Line Number: 000150 **Product Code:** 80276 **Your Part Number:** SAMPLE **Product Desc:** CUSTOM SETMARK PIPE MARKER - 12MD **Is this a reorder? .** No **Size** 12MD - 4" thru 5-7/8" OD **Color** Green / Black letters **Arrow Required?** With Arrows (Show Arrowheads) **Copy** SAMPLE **Additional Information:**	09/09/2025	1	EA	$ 14.19	$ 14.19

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Line Number: 000160 **Product Code:** B689_16X12_T **Your Part Number:** CARBON OVERFLOW **Product Desc:** CUSTOM VC B-689 Ultramark Pipemarker **Pipe Marker Style** IISM/12SM-Pipe Dia 2.5"-4.875" **Material** Polyester Self-Sticking **Graphic Protection** Yes - Laminate **Pipemarker Size** 16.0" H x 12.0" W **Background Color** Safety Yellow **Variable Legend** No **Directional Arrows** Single Right (LEGEND ->) **Text Color** Safety Black **B Number** B-689 **Mounting Method** Wrap Around **Mounting Hole Diameter** N/A **Mounting Hole Location** N/A **Special Pack** No **Component Qty** 44.440000 **SKU Number** B689_16X12_T **SW PRINT SIDES** 1 SIDE **Additional Information:**	09/11/2025	5	EA	$ 15.20	$ 76.00
Line Number: 000170 **Product Code:** B689_9X8_T **Your Part Number:** CARBON **Product Desc:** CUSTOM VC B-689 Ultramark Pipemarker **Pipe Marker Style** I/8LG - Pipe Dia 1.5" - 2.375" **Material** Polyester Self-Sticking **Graphic Protection** Yes - Laminate **Pipemarker Size** 9.0" H x 8.0" W **Background Color** Safety Yellow **Text Line 1** CARBON **Variable Legend** No **Directional Arrows** Single Right (LEGEND ->) **Text Color** Safety Black **B Number** B-689 **Mounting Method** Wrap Around **Mounting Hole Diameter** N/A **Mounting Hole Location** N/A	09/11/2025	10	EA	$ 12.09	$ 120.90

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Special Pack No **Component Qty** 22.220000 **SKU Number** B689_9X8_T **SW PRINT SIDES** 1 SIDE **Additional Information:**					
Line Number: 000180 **Product Code:** B689_16X12_T **Your Part Number:** CARBON **Product Desc:** CUSTOM VC B-689 Ultramark Pipemarker **Pipe Marker Style** IISM/12SM-Pipe Dia 2.5"-4.875" **Material** Polyester Self-Sticking **Graphic Protection** Yes - Laminate **Pipemarker Size** 16.0" H x 12.0" W **Background Color** Safety Yellow **Text Line 1** CARBON **Variable Legend** No **Directional Arrows** Single Right (LEGEND ->) **Text Color** Safety Black **B Number** B-689 **Mounting Method** Wrap Around **Mounting Hole Diameter** N/A **Mounting Hole Location** N/A **Special Pack** No **Component Qty** 44.440000 **SKU Number** B689_16X12_T **SW PRINT SIDES** 1 SIDE **Additional Information:**	09/11/2025	20	EA	$ 15.19	$ 303.80
Line Number: 000190 **Product Code:** 80276 **Your Part Number:** POTABLE WATER **Product Desc:** CUSTOM SETMARK PIPE MARKER - 12MD **Is this a reorder? .** No **Size** 12MD - 4" thru 5-7/8" OD **Color** Green / Black letters **Arrow Required?** With Arrows (Show Arrowheads)	09/09/2025	16	EA	$ 12.79	$ 204.64

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Copy POTABLE WATER **Additional Information:**					
Line Number: 000200 **Product Code:** 80276 **Your Part Number:** POTABLE WATER **Product Desc:** CUSTOM SETMARK PIPE MARKER - 12MD **Is this a reorder? .** No **Size** 12MD - 4" thru 5-7/8" OD **Color** Green / Black letters **Arrow Required?** With Arrows (Show Arrowheads) **Copy** POTABLE WATER **Additional Information:**	09/09/2025	11	EA	$ 12.79	$ 140.69
Line Number: 000210 **Product Code:** B689_16X12_T **Your Part Number:** MAGNESIUM OVERFLOW **Product Desc:** CUSTOM VC B-689 Ultramark Pipemarker **Pipe Marker Style** IISM/12SM-Pipe Dia 2.5"-4.875" **Material** Polyester Self-Sticking **Graphic Protection** Yes - Laminate **Pipemarker Size** 16.0" H x 12.0" W **Background Color** Safety Yellow **Text Line 1** MAGNESIUM OVERFLOW **Variable Legend** No **Directional Arrows** Single Right (LEGEND ->) **Text Color** Safety Black **B Number** B-689 **Mounting Method** Wrap Around **Mounting Hole Diameter** N/A **Mounting Hole Location** N/A **Special Pack** No **Component Qty** 44.440000 **SKU Number** B689_16X12_T **SW PRINT SIDES** 1 SIDE	09/11/2025	5	EA	$ 15.20	$ 76.00

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Additional Information:					
Line Number: 000220 **Product Code:** 85361 **Your Part Number:** PERMEATE **Product Desc:** CUSTOM COLOR OPTI-CODE, SIZE 32 SELF-ADHESIVE VINYL **Is this a reorder? .** No **Size** 32 - 10"+ OD **Background Color** Green **Letter Color** Black **Arrow Direction** No Arrow **Copy** PERMEATE **Additional Information:**	09/09/2025	34 1 25 50 100	EA	$ 12.29 14.49 12.29 12.29 12.29	$ 417.86 14.49 12.29 12.29 12.29
Line Number: 000230 **Product Code:** 31311 **Your Part Number:** LOW PRESSURE AIR **Product Desc:** CUSTOM SETMARK PIPE MARKERS- 8SM **Is this a reorder? .** No **Size** 8SM - 3/4" thru 1-3/8" OD **Color** Blue / White Letters **Arrow Required?** With Arrows (Show Arrowheads) **Wording (Max 25 char)** LOW PRESSURE AIR **Additional Information:**	09/09/2025	4 1 10 25 100 250	EA	$ 8.19 8.19 5.69 4.89 4.89 4.89	$ 32.76 8.19 5.69 4.89 4.89 4.89

Subtotal:	$ 3,554.69
Shipping & Handling	$ 74.97
Tax:	$ 226.86
Quote Total:	$ **3,856.52**

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PAPE-DAWSON ENGINEERS

DESIGN SUBMITTAL COMMENT - RESPONSE FORM
CITY OF SHERMAN - MAJOR INFRASTRUCTURE IMPROVEMENTS PROGRAM

Sherman
CLASSIC TOWN. BROAD HORIZON.

PROJECT TITLE: COSK - South WWTP - MBR
DOCUMENT NAME: **COSK-KWT-PCO-086 Process Mechanical Modifications per Decision Log**
DOCUMENT TYPE: PCO
DOCUMENT NO.: PCO 086
PREPARER: Kiewit
DATE SUBMITTED: 10/22/2025
REVIEWERS: Plummer, Pape-Dawson
DATE RESPONSE REQUIRED: 11/22/2025
RESPONDERS (Program Design Consultant): Pape-Dawson

Comment No.	Document Section/Chapter/Appendix	Page/Exhibit No./ Drawing Sheet No.	Reviewer Name/ Initials	Comment		Response / Resolution	Comments Resolved (Yes/No)
1	General	1	BTB	We need to review breakdown of costs from estimate. Provide cost breakdown as provided on other change order.		This work was completed by the time the PCO was submitted. The level of effort submitted was the actual level of effort and is reflected in the actual cost to complete the scope of the Change. See attached Direct Labor Backup below. CMAR was provided direction to proceed with the Change, and in efforts to complete the work in a timely manner and maintain schedule integrity, completed this Change work to the best of its ability in good faith, with the intent of getting paid for its efforts. If CMAR waited to complete this work at a later date, the labor and equipment necessary to complete the scope may have not been available. There is potential that labor would've needed to be remobilized, leading to additional cost.	yes
2	General	1	BTB	This was punchlist item to assist in operations of plant.		Reagrdless of it being a punchlist item, the scope to relocate the valves from under the beams was a non-contractual request. The valves being accessible was not contractually required and was a direction from the Engineer after the system was installed. This request constitutes a Change.	yes

Comment No.	Document Section/Chapter/Appendix	Page/Exhibit No./ Drawing Sheet No.	Reviewer Name/ Initials	Comment		Response / Resolution	Comments Resolved (Yes/No)
3	General	1	BTB	Justification?		Specification 10 90 00-PS Identification, Stenciling, and tagging shows a Piping Color Code Schedule. This schedule shows the naming convention, lettering color, and background color for the pipe signs. This schedule was followed to order the pipe signs. After ordering and installing a portion of the signs, per the required specficiation, it was requested by the Engineer to change the naming convention and colors on some of the signs. See Attachment No. 3 Process Mechanical Decision Log Item No. 39 Pipe Label Changes per EOR.	yes
4	CBS	15	BTB	Do not agree with this.		See Comment No. 2 response.	yes
5	CBS	15	BTB	Do not agree with this.		See Comment No. 3 response.	yes
6	CBS	15	BTB	Do not agree with this.		The 1/2 Ton Pickup is associated with the foreman's manhours attributed to the Change. A foreman truck has been included in all previous PCOs.	yes
7	CBS	15	BTB	Why both? Same thing.		A scissor lift and manlift are not the same thing. They are two distinct pieces of equipment used for access to different areas of the work for the Change.	yes
8	CBS	15	BTB	Is this what was agreed to?		The markup percentages were agreed to after Final GMP. These markups have been utilized on all PCOs after Final GMP.	yes

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PCO-086 Actual Costs - Direct Labor Backup

WBS Code	Description	Personnel Number	Last name First name	Date	Manhours	CBS Position Code
2387	Spray Nozzle Adjustment & Valve Relocation - Scaffold Install	535976	LUGO, PEDRO AFANADOR	8/5/2025	4.000	4.1.4.1.1.1.3
2387	Spray Nozzle Adjustment & Valve Relocation - Scaffold Install	535976	LUGO, PEDRO AFANADOR	8/4/2025	5.000	4.1.4.1.1.1.3
2387	Spray Nozzle Adjustment & Valve Relocation - Scaffold Install	535976	LUGO, PEDRO AFANADOR	8/3/2025	4.000	4.1.4.1.1.1.3
2387	Spray Nozzle Adjustment & Valve Relocation - Scaffold Install	535976	LUGO, PEDRO AFANADOR	8/2/2025	9.000	4.1.4.1.1.1.3
2387	Spray Nozzle Adjustment & Valve Relocation - Scaffold Install	556481	ZAPATA AYALA, LEONARDO REY	8/5/2025	4.000	4.1.4.1.1.1.3
2387	Spray Nozzle Adjustment & Valve Relocation - Scaffold Install	556481	ZAPATA AYALA, LEONARDO REY	8/4/2025	5.000	4.1.4.1.1.1.3
2387	Spray Nozzle Adjustment & Valve Relocation - Scaffold Install	556481	ZAPATA AYALA, LEONARDO REY	8/3/2025	4.000	4.1.4.1.1.1.3
2387	Spray Nozzle Adjustment & Valve Relocation - Scaffold Install	556481	ZAPATA AYALA, LEONARDO REY	8/2/2025	9.000	4.1.4.1.1.1.3
2387	Spray Nozzle Adjustment & Valve Relocation - Scaffold Install	561496	GONZALEZ, JOSE ALEJANDRO	8/5/2025	4.000	4.1.4.1.1.1.3
2387	Spray Nozzle Adjustment & Valve Relocation - Scaffold Install	561496	GONZALEZ, JOSE ALEJANDRO	8/4/2025	5.000	4.1.4.1.1.1.3
2387	Spray Nozzle Adjustment & Valve Relocation - Scaffold Install	561496	GONZALEZ, JOSE ALEJANDRO	8/2/2025	9.000	4.1.4.1.1.1.3
2387	Spray Nozzle Adjustment & Valve Relocation - Scaffold Install	561528	GONZALEZ, JESUS ALFREDO	8/5/2025	4.000	4.1.4.1.1.1.3
2387	Spray Nozzle Adjustment & Valve Relocation - Scaffold Install	561528	GONZALEZ, JESUS ALFREDO	8/4/2025	5.000	4.1.4.1.1.1.3
2387	Spray Nozzle Adjustment & Valve Relocation - Scaffold Install	561528	GONZALEZ, JESUS ALFREDO	8/3/2025	4.000	4.1.4.1.1.1.3
2387	Spray Nozzle Adjustment & Valve Relocation - Scaffold Install	561528	GONZALEZ, JESUS ALFREDO	8/2/2025	9.000	4.1.4.1.1.1.3
2387	Spray Nozzle Adjustment & Valve Relocation - Scaffold Install	562757	ORTEGA MARES, MARVIN	8/4/2025	5.000	4.1.4.1.1.1.3
2387	Spray Nozzle Adjustment & Valve Relocation - Scaffold Install	562757	ORTEGA MARES, MARVIN	8/3/2025	4.000	4.1.4.1.1.1.3
2387	Spray Nozzle Adjustment & Valve Relocation - Scaffold Install	562757	ORTEGA MARES, MARVIN	8/2/2025	9.000	4.1.4.1.1.1.3
2387	Spray Nozzle Adjustment & Valve Relocation - Scaffold Install	562761	ORTEGA MARES, KEVIN	8/4/2025	5.000	4.1.4.1.1.1.3
2387	Spray Nozzle Adjustment & Valve Relocation - Scaffold Install	562761	ORTEGA MARES, KEVIN	8/3/2025	4.000	4.1.4.1.1.1.3
2387	Spray Nozzle Adjustment & Valve Relocation - Scaffold Install	562761	ORTEGA MARES, KEVIN	8/2/2025	9.000	4.1.4.1.1.1.3
2387	Spray Nozzle Adjustment & Valve Relocation - Scaffold Install	572506	MORAN, FRANKI	8/5/2025	4.000	4.1.4.1.1.1.3
2387	Spray Nozzle Adjustment & Valve Relocation - Scaffold Install	572506	MORAN, FRANKI	8/4/2025	5.000	4.1.4.1.1.1.3
2387	Spray Nozzle Adjustment & Valve Relocation - Scaffold Install	572506	MORAN, FRANKI	8/3/2025	4.000	4.1.4.1.1.1.3
2387	Spray Nozzle Adjustment & Valve Relocation - Scaffold Install	572506	MORAN, FRANKI	8/2/2025	9.000	4.1.4.1.1.1.3
2388	Spray Nozzle Adjustment & Valve Relocation - Direct Labor	535976	LUGO, PEDRO AFANADOR	8/9/2025	4.000	4.1.4.1.1.1.1 and 4.1.4.1.1.1.2
2388	Spray Nozzle Adjustment & Valve Relocation - Direct Labor	535976	LUGO, PEDRO AFANADOR	8/8/2025	10.000	4.1.4.1.1.1.1 and 4.1.4.1.1.1.2
2388	Spray Nozzle Adjustment & Valve Relocation - Direct Labor	535976	LUGO, PEDRO AFANADOR	8/7/2025	3.000	4.1.4.1.1.1.1 and 4.1.4.1.1.1.2
2388	Spray Nozzle Adjustment & Valve Relocation - Direct Labor	556481	ZAPATA AYALA, LEONARDO REY	8/9/2025	4.000	4.1.4.1.1.1.1 and 4.1.4.1.1.1.2
2388	Spray Nozzle Adjustment & Valve Relocation - Direct Labor	556481	ZAPATA AYALA, LEONARDO REY	8/8/2025	10.000	4.1.4.1.1.1.1 and 4.1.4.1.1.1.2
2388	Spray Nozzle Adjustment & Valve Relocation - Direct Labor	556481	ZAPATA AYALA, LEONARDO REY	8/7/2025	3.000	4.1.4.1.1.1.1 and 4.1.4.1.1.1.2
2388	Spray Nozzle Adjustment & Valve Relocation - Direct Labor	558700	MENDOZA ROMERO, LORENZO A	8/3/2025	4.000	4.1.4.1.1.1.1 and 4.1.4.1.1.1.2
2388	Spray Nozzle Adjustment & Valve Relocation - Direct Labor	558894	VAUGHN SR, KEVIN R	8/22/2025	1.000	4.1.4.1.1.1.1 and 4.1.4.1.1.1.2
2388	Spray Nozzle Adjustment & Valve Relocation - Direct Labor	558894	VAUGHN SR, KEVIN R	8/6/2025	4.000	4.1.4.1.1.1.1 and 4.1.4.1.1.1.2
2388	Spray Nozzle Adjustment & Valve Relocation - Direct Labor	558894	VAUGHN SR, KEVIN R	8/5/2025	7.000	4.1.4.1.1.1.1 and 4.1.4.1.1.1.2
2388	Spray Nozzle Adjustment & Valve Relocation - Direct Labor	558894	VAUGHN SR, KEVIN R	8/4/2025	1.000	4.1.4.1.1.1.1 and 4.1.4.1.1.1.2
2388	Spray Nozzle Adjustment & Valve Relocation - Direct Labor	558894	VAUGHN SR, KEVIN R	8/3/2025	3.000	4.1.4.1.1.1.1 and 4.1.4.1.1.1.2
2388	Spray Nozzle Adjustment & Valve Relocation - Direct Labor	558894	VAUGHN SR, KEVIN R	8/2/2025	4.000	4.1.4.1.1.1.1 and 4.1.4.1.1.1.2
2388	Spray Nozzle Adjustment & Valve Relocation - Direct Labor	558894	VAUGHN SR, KEVIN R	8/1/2025	10.000	4.1.4.1.1.1.1 and 4.1.4.1.1.1.2
2388	Spray Nozzle Adjustment & Valve Relocation - Direct Labor	558894	VAUGHN SR, KEVIN R	7/31/2025	5.000	4.1.4.1.1.1.1 and 4.1.4.1.1.1.2
2388	Spray Nozzle Adjustment & Valve Relocation - Direct Labor	559762	VARGAS, AARON	8/6/2025	5.000	4.1.4.1.1.1.1 and 4.1.4.1.1.1.2
2388	Spray Nozzle Adjustment & Valve Relocation - Direct Labor	561496	GONZALEZ, JOSE ALEJANDRO	8/9/2025	4.000	4.1.4.1.1.1.1 and 4.1.4.1.1.1.2
2388	Spray Nozzle Adjustment & Valve Relocation - Direct Labor	561496	GONZALEZ, JOSE ALEJANDRO	8/8/2025	10.000	4.1.4.1.1.1.1 and 4.1.4.1.1.1.2
2388	Spray Nozzle Adjustment & Valve Relocation - Direct Labor	561496	GONZALEZ, JOSE ALEJANDRO	8/7/2025	3.000	4.1.4.1.1.1.1 and 4.1.4.1.1.1.2
2388	Spray Nozzle Adjustment & Valve Relocation - Direct Labor	561496	GONZALEZ, JOSE ALEJANDRO	8/3/2025	4.000	4.1.4.1.1.1.1 and 4.1.4.1.1.1.2
2388	Spray Nozzle Adjustment & Valve Relocation - Direct Labor	561528	GONZALEZ, JESUS ALFREDO	8/9/2025	4.000	4.1.4.1.1.1.1 and 4.1.4.1.1.1.2
2388	Spray Nozzle Adjustment & Valve Relocation - Direct Labor	561528	GONZALEZ, JESUS ALFREDO	8/8/2025	10.000	4.1.4.1.1.1.1 and 4.1.4.1.1.1.2
2388	Spray Nozzle Adjustment & Valve Relocation - Direct Labor	561528	GONZALEZ, JESUS ALFREDO	8/7/2025	3.000	4.1.4.1.1.1.1 and 4.1.4.1.1.1.2
2388	Spray Nozzle Adjustment & Valve Relocation - Direct Labor	565351	THAMES, MARVIN EARL	8/22/2025	1.000	4.1.4.1.1.1.1 and 4.1.4.1.1.1.2
2388	Spray Nozzle Adjustment & Valve Relocation - Direct Labor	565928	CARBALLO, AARON	8/3/2025	4.000	4.1.4.1.1.1.1 and 4.1.4.1.1.1.2
2388	Spray Nozzle Adjustment & Valve Relocation - Direct Labor	565934	FUENTES, JAVIER	8/6/2025	5.000	4.1.4.1.1.1.1 and 4.1.4.1.1.1.2
2388	Spray Nozzle Adjustment & Valve Relocation - Direct Labor	565934	FUENTES, JAVIER	8/5/2025	10.000	4.1.4.1.1.1.1 and 4.1.4.1.1.1.2
2388	Spray Nozzle Adjustment & Valve Relocation - Direct Labor	565934	FUENTES, JAVIER	8/4/2025	7.000	4.1.4.1.1.1.1 and 4.1.4.1.1.1.2
2388	Spray Nozzle Adjustment & Valve Relocation - Direct Labor	565934	FUENTES, JAVIER	8/3/2025	8.000	4.1.4.1.1.1.1 and 4.1.4.1.1.1.2
2388	Spray Nozzle Adjustment & Valve Relocation - Direct Labor	565934	FUENTES, JAVIER	8/2/2025	10.000	4.1.4.1.1.1.1 and 4.1.4.1.1.1.2
2388	Spray Nozzle Adjustment & Valve Relocation - Direct Labor	565934	FUENTES, JAVIER	8/1/2025	10.000	4.1.4.1.1.1.1 and 4.1.4.1.1.1.2
2388	Spray Nozzle Adjustment & Valve Relocation - Direct Labor	565934	FUENTES, JAVIER	7/31/2025	5.000	4.1.4.1.1.1.1 and 4.1.4.1.1.1.2
2388	Spray Nozzle Adjustment & Valve Relocation - Direct Labor	567207	SCHWEIGER ALVIN	8/6/2025	5.000	4.1.4.1.1.1.1 and 4.1.4.1.1.1.2
2388	Spray Nozzle Adjustment & Valve Relocation - Direct Labor	567217	BLAKEMAN JEREMY	8/22/2025	1.000	4.1.4.1.1.1.1 and 4.1.4.1.1.1.2
2388	Spray Nozzle Adjustment & Valve Relocation - Direct Labor	567217	BLAKEMAN JEREMY	8/3/2025	2.000	4.1.4.1.1.1.1 and 4.1.4.1.1.1.2
2388	Spray Nozzle Adjustment & Valve Relocation - Direct Labor	567217	BLAKEMAN JEREMY	8/2/2025	2.000	4.1.4.1.1.1.1 and 4.1.4.1.1.1.2
2388	Spray Nozzle Adjustment & Valve Relocation - Direct Labor	570543	CAMPOS, JOSE	8/6/2025	5.000	4.1.4.1.1.1.1 and 4.1.4.1.1.1.2
2388	Spray Nozzle Adjustment & Valve Relocation - Direct Labor	570543	CAMPOS, JOSE	8/5/2025	10.000	4.1.4.1.1.1.1 and 4.1.4.1.1.1.2
2388	Spray Nozzle Adjustment & Valve Relocation - Direct Labor	570543	CAMPOS, JOSE	8/4/2025	7.000	4.1.4.1.1.1.1 and 4.1.4.1.1.1.2
2388	Spray Nozzle Adjustment & Valve Relocation - Direct Labor	570543	CAMPOS, JOSE	8/3/2025	8.000	4.1.4.1.1.1.1 and 4.1.4.1.1.1.2
2388	Spray Nozzle Adjustment & Valve Relocation - Direct Labor	570543	CAMPOS, JOSE	8/2/2025	10.000	4.1.4.1.1.1.1 and 4.1.4.1.1.1.2
2388	Spray Nozzle Adjustment & Valve Relocation - Direct Labor	570543	CAMPOS, JOSE	8/1/2025	10.000	4.1.4.1.1.1.1 and 4.1.4.1.1.1.2
2388	Spray Nozzle Adjustment & Valve Relocation - Direct Labor	570543	CAMPOS, JOSE	7/31/2025	5.000	4.1.4.1.1.1.1 and 4.1.4.1.1.1.2
2388	Spray Nozzle Adjustment & Valve Relocation - Direct Labor	571566	QUINTERO, JESUS	8/6/2025	5.000	4.1.4.1.1.1.1 and 4.1.4.1.1.1.2
2388	Spray Nozzle Adjustment & Valve Relocation - Direct Labor	572506	MORAN, FRANKI	8/7/2025	3.000	4.1.4.1.1.1.1 and 4.1.4.1.1.1.2
2391	Gooseneck Vent Modifications - Scaffold Install	535976	LUGO, PEDRO AFANADOR	8/4/2025	5.000	4.1.4.1.2.1.2
2391	Gooseneck Vent Modifications - Scaffold Install	535976	LUGO, PEDRO AFANADOR	8/3/2025	4.000	4.1.4.1.2.1.2
2391	Gooseneck Vent Modifications - Scaffold Install	556481	ZAPATA AYALA, LEONARDO REY	8/4/2025	5.000	4.1.4.1.2.1.2
2391	Gooseneck Vent Modifications - Scaffold Install	556481	ZAPATA AYALA, LEONARDO REY	8/3/2025	4.000	4.1.4.1.2.1.2
2391	Gooseneck Vent Modifications - Scaffold Install	561496	GONZALEZ, JOSE ALEJANDRO	8/4/2025	5.000	4.1.4.1.2.1.2
2391	Gooseneck Vent Modifications - Scaffold Install	561496	GONZALEZ, JOSE ALEJANDRO	8/3/2025	4.000	4.1.4.1.2.1.2
2391	Gooseneck Vent Modifications - Scaffold Install	561528	GONZALEZ, JESUS ALFREDO	8/4/2025	5.000	4.1.4.1.2.1.2
2391	Gooseneck Vent Modifications - Scaffold Install	561528	GONZALEZ, JESUS ALFREDO	8/3/2025	4.000	4.1.4.1.2.1.2
2391	Gooseneck Vent Modifications - Scaffold Install	562757	ORTEGA MARES, MARVIN	8/4/2025	5.000	4.1.4.1.2.1.2

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2391	Gooseneck Vent Modifications - Scaffold Install	562757	ORTEGA MARES, MARVIN	8/3/2025	4.000	4.1.4.1.2.1.2
2391	Gooseneck Vent Modifications - Scaffold Install	562761	ORTEGA MARES, KEVIN	8/4/2025	5.000	4.1.4.1.2.1.2
2391	Gooseneck Vent Modifications - Scaffold Install	562761	ORTEGA MARES, KEVIN	8/3/2025	4.000	4.1.4.1.2.1.2
2391	Gooseneck Vent Modifications - Scaffold Install	572506	MORAN, FRANKI	8/4/2025	5.000	4.1.4.1.2.1.2
2391	Gooseneck Vent Modifications - Scaffold Install	572506	MORAN, FRANKI	8/3/2025	4.000	4.1.4.1.2.1.2
2392	Gooseneck Vent Modifications - Direct Labor	558700	MENDOZA ROMERO, LORENZO A	8/4/2025	4.000	4.1.4.1.2.1.1
2392	Gooseneck Vent Modifications - Direct Labor	558894	VAUGHN SR, KEVIN R	8/4/2025	5.000	4.1.4.1.2.1.1
2392	Gooseneck Vent Modifications - Direct Labor	560989	ENOS, GEORGE	8/4/2025	3.500	4.1.4.1.2.1.1
2392	Gooseneck Vent Modifications - Direct Labor	562170	PERKINS LOUIS	8/4/2025	4.500	4.1.4.1.2.1.1
2392	Gooseneck Vent Modifications - Direct Labor	565355	CORLETT, FAYETTE	8/4/2025	6.000	4.1.4.1.2.1.1
2392	Gooseneck Vent Modifications - Direct Labor	565928	CARBALLO, AARON	8/4/2025	4.000	4.1.4.1.2.1.1
2392	Gooseneck Vent Modifications - Direct Labor	567217	BLAKEMAN JEREMY	8/4/2025	4.000	4.1.4.1.2.1.1
2392	Gooseneck Vent Modifications - Direct Labor	567217	BLAKEMAN JEREMY	8/2/2025	2.000	4.1.4.1.2.1.1
2392	Gooseneck Vent Modifications - Direct Labor	574486	EASLEY SR, JAMES	8/4/2025	6.000	4.1.4.1.2.1.1
2392	Gooseneck Vent Modifications - Direct Labor	940524	SANTAMARIA, LUIS M	8/4/2025	4.000	4.1.4.1.2.1.1
2398	Carbon and Alkalinity Discharge Piping - Back to Original Design	560989	ENOS, GEORGE	8/18/2025	8.000	4.1.4.1.3.1.1
2398	Carbon and Alkalinity Discharge Piping - Back to Original Design	574484	ROBERTSON, JOSEPH	8/18/2025	8.000	4.1.4.1.3.1.1
2398	Carbon and Alkalinity Discharge Piping - Back to Original Design	560989	ENOS, GEORGE	8/19/2025	8.000	4.1.4.1.3.1.1
2398	Carbon and Alkalinity Discharge Piping - Back to Original Design	574484	ROBERTSON, JOSEPH	8/19/2025	8.000	4.1.4.1.3.1.1
2398	Carbon and Alkalinity Discharge Piping - Back to Original Design	560989	ENOS, GEORGE	8/20/2025	5.000	4.1.4.1.3.1.1
2398	Carbon and Alkalinity Discharge Piping - Back to Original Design	574484	ROBERTSON, JOSEPH	8/20/2025	5.000	4.1.4.1.3.1.1

PLUMMER

Potential Change Order (PCO) Request

PROJECT NO:1422-005-03

PROJECT: South Wastewater Treatment Plant - MBR

OWNER: City of Sherman

CONTRACTOR: Kiewit Construction South

ENGINEER: Plummer Associates, Inc.

PCO NO.: 092

DESCRIPTION: Additional Scope for Fire Rating in Hallway of MBR Support Building

NOTIFICATION BY CONTRACTOR

The Contractor proposes to make the additions, modifications, or deletions to the Work described in the Contract Documents, as shown in Attachment "A" and requests that you take the following action:

- ☐ Notify us that you concur that this change does not require a change in Contract time or amount and issue a Field Order.
- ☒ Issue a Change Order for performing the described change. Change in Contract amount is indicated in the attached detailed cost breakdown of labor, materials, equipment and all other costs associated with this change. Impacts on Contract Time are shown in the attached revised schedule.
- ☐ Authorize the Contractor to proceed with the described change. Payment will be requested at the unit price bid.
- ☐ Authorize the Contractor to proceed with the change under the time and materials provisions of the Contract.
- ☐ Authorize this change utilizing Approval of Contingency Fund.

By: Kory Kyllo Date: 10/29/2025

ENGINEER'S RESPONSE

We respond to your request as follows: Recommended total Value of PCO 092 is $39,809.95

- ☐ We concur that this is a no cost or time change. See attached/forthcoming Field Order No. / comments.
- ☐ Your proposal is recommended to the Owner with funding authorized by use of project Contingency Fund.
- ☒ Your proposal is recommended to the Owner. See attached/forthcoming proposed Change Order.
- ☐ Proceed with the change at the unit price bid.
- ☐ Proceed with the change under the time and materials provisions of the Contract.
- ☐ Additional information is required to evaluate this request. Provide information as described in the attached comments and resubmit.
- ☐ Potential Change Order Request is not accepted.

Construction Manager: Brian Beach Date: 10/31/25

Engineer: Date: 10.31.2025

Program Manager: Date: 11/2/25

Owner: Thom J Pruitt P.E. Date: 11/3/2025

PAPE-DAWSON ENGINEERS

Project: COSK South Wastewater Treatment Plant - MBR Project

Owner: City of Sherman

Subject: Potential Change Order Review Memorandum

PCO092 – Additional Scope for Fire Rating in Hallway of MBR Support Building

Date: 10/30/25

This Potential Change Order (PCO) is provided in response to multiple RFIs including COSK-OSI-DNG-RFI-0001 and COSK-KWT-DNG-RFI-0540 as well as submittal COSK-KWT-DNG-SUB-0410. The original design of the Membrane Support Building included a concrete layer above the drop ceiling area of the building. This concrete was eliminated by discussion in the Structural Task Force – note that the task force included CMAR, Designer, CM Team, Program Team, and City staff - meetings early in the project. However, it was later understood that the concrete was intended to be used to provide a fire barrier in the building. The CMAR and Design team worked together to develop a solution to provide the required fire rating. This PCO provides for all labor, material, supervision, and equipment to install the agreed upon fire rating system in the building.

Below is a summary table of the history of this Potential Change Order (PCO) showing all submittals and total cost. Written comments and responses that were made on the PCO are included at the end of the PCO documentation

ID Number	Source (WCD, RFI, PCM)	Title	Submitted Date	Response Date	Total Cost or (Credit)
PCO 092	COSK-OSI-DNG-RFI-0001 OSI	Additional Scope for Fire Rating in Hallway of MBR Support Building	10/10/2025	10/17/2025	$53,349.08
PCO 092	COSK-OSI-DNG-RFI-0001 OSI	Additional Scope for Fire Rating in Hallway of MBR Support Building **R1**	10/21/2025	10/28/2025	$44,545.54
PCO 092	COSK-OSI-DNG-RFI-0001 OSI	Additional Scope for Fire Rating in Hallway of MBR Support Building **R2**	10/29/2025	10/30/2025	$39,809.95

Reviews were provided by Plummer and Pape Dawson. It is the opinion of the combined project team that the cost provided in the final revision is an accurate cost for the work added and approval is recommended.

POTENTIAL CHANGE ORDER

Kiewit

Date: 10/29/2025	Potential Change Order #: PCO-0092	Revision #: 02
To: City of Sherman (COS) 220 W. Mulberry Street Sherman, TX 75090	Contract #: 1513-U Construction Manager at Risk (CMAR)	Project: South WWTP - MBR

Drawing, Specification, Equipment Number or Other Reference: COSK-PSE-AMD0006-Amendment 06, COSK-OSI-DNG-RFI-0001, COSK-KWT-DNG-RFI-0540, COSK-KWT-DNG-SUB-0410

Description of the Proposed Change Order Work: Additional Scope for Fire Rating in Hallway of MBR Support Building

The concrete deck above the hallway of the MBR Support Building was removed, creating a deficiency in the fire rating of the hallway. CMAR submitted RFIs COSK-OSI-DNG-RFI-0001 OSI: Fire rated acoustic ceiling system and COSK-KWT-DNG-RFI-0540 MSB Fire Rated Ceiling Impacts and Design Information Needed to receive information from the Engineer to alleviate the issue and fire rate the hallway. A full solution was not provided, and an alternative solution was presented to solve the problem. Product data for a fire rated intumescent coating was submitted in COSK-KWT-DNG-SUB-0410 Intumescent Coating System – MBR Support Building Hallway on August 25th, 2025 and was Approved by the Engineer on September 5th, 2025. CMAR is providing this PCO in accordance with General Conditions 1.01 A. 51., 10.01 A. and B., and 10.03 A. This PCO is also submitted in accordance with General Conditions 12.01.B.2 and the value of the Work will be determined by a mutually agreed lump sum. This mutually agreed lump sum is only applicable to this specific PCO-0092 R2.

PCO-0092 R2 consists of the credit of the originally bid concrete deck and a credit for a negotiated amount agreed upon in a meeting held between all parties on October 29th, 2025. It also includes any and all costs associated to achieve the fire rating of the hallway of the MBR Support Building, through means of modifications to the soffits and ceiling tiles, and installation of an intumescent coating. It also includes minor changes to architectural items in the hallway of the MBR Support Building.

There is no current schedule impact from the additional scope identified in this PCO.

Kiewit Water Facilities South Co.'s proposal for this package represents $39,809.95.

This estimate is based on a 6-day work week, 10 hours per day.

Kiewit has marked pages in this document “confidential” as they contain proprietary rates and other information that are trade secrets in reference to Texas Government Code 552.110.

This quote is valid for 30 days from date of submission in accordance with General Conditions 10.05 C. CMAR reserves the right to update the cost if those 30 days are exceeded.

Construction				**Estimated Effect on Contract Price**
Lump Sum ($)				Change Impact ($)
$39,809.95				**$39,809.95**
Detailed components of above categories must accompany this estimate (discipline, craft, commodity of material, etc.)				

Estimated Effect on Project Schedule (calendar days)		**Estimated Effect on Contract Terms**
Substantial Completion	N/A	N/A
Final Completion	N/A	N/A

Recommended by: Kiewit Water Facilities South Co

Project Manager: _____ Contractor

10/29/2025
Date

Basis of Estimate: Additional Scope for Fire Rating in Hallway of MBR Support Building

Summary

Credit		
1. **A – Direct Cost (Labor)**	Sub-Total	($30,905.71)
2. **B – Direct Cost (Supervision)**	Sub-Total	($3,170.60)
3. **C – Direct Cost (PM, Supplies, Equipment, Subs)**	Sub-Total	($32,264.76)
4. **D – Indirect Cost**	Sub-Total	$0.00
5. **E – Est. B&I / COMM (1.50%)**	Sub-Total	($995.12)
6. **F – G&A (9.622%)**	Sub-Total	($3,505.34)
7. **G – Fee (8.50%)**	Sub-Total	($3,040.46)
	Grand Total	**($73,881.99)**

Add		
1. **A – Direct Cost (Labor)**	Sub-Total	$0.00
2. **B – Direct Cost (Supervision)**	Sub-Total	$6,500.00
3. **C – Direct Cost (PM, Supplies, Equipment, Subs)**	Sub-Total	$88,232.83
4. **D – Indirect Cost**	Sub-Total	$0.00
5. **E – Est. B&I / COMM (1.50%)**	Sub-Total	$1,420.99
6. **F – G&A (9.622%)**	Sub-Total	$9,251.92
7. **G – Fee (8.50%)**	Sub-Total	$8,286.20
	Grand Total	**$113,691.94**

Delta of Credit and Add	**Grand Total**	**$39,809.95**

Initiator

Plummer: RFI responses to COSK-OSI-DNG-RFI-0001 OSI: Fire rated acoustical ceiling system, COSK-KWT-DNG-RFI-0540 MSB Fire Rated Ceiling Impacts and Design Information Needed. Approval of submittal COSK-KWT-DNG-SUB-0410 Intumescent Coating System – MBR Support Building Hallway

Merit

There are details in the Contract Drawings that show a concrete deck on top of the metal deck in the MBR Support Building. There are also details that do not show a concrete deck on top of the metal deck. In the details that show the concrete deck, there is a callout to “SEE DWGS FOR EL”. The drawings, however, do not show a concrete deck or elevation. Therefore, through discussions with the Client, the concrete deck was removed, so an alternative solution to achieve the fire rating of the hallway was needed.

KIEWIT WATER FACILITIES SOUTH CO.
2050 Roanoke Rd, Westlake, TX 76262

Summary

The proposal for GMP J – Architectural IFB package was provided to the Client on March 29th, 2024. It included assumptions that there was a concrete deck on top of the metal deck in the MBR Support Building. It was priced in that package, and that package was officially amended into the Contract through Amendment No. 6 on April 23rd, 2024.

Through multiple constructability and concrete task force meetings, it was later determined that the scope of work for the concrete deck was unclear between the typical details and plan and section views provided in the drawings, and the deck was removed. The removal of the deck created an issue with the fire rating of the hallway, as the deck itself created the fire rating. Once removed, the fire rating was removed, and the hallway no longer had a designed element to fire rate it.

On May 30th, 2025, CMAR submitted COSK-OSI-DNG-RFI-0001 OSI: Fire rated acoustic ceiling system, which provided product data for a fire rated ceiling tile, to help mitigate the issue. This RFI was responded to on June 30th, 2025, stating the product to be acceptable. CMAR worked with its architectural subcontractor to procure the approved product. Even with the approved fire rated ceiling tiles, the Engineer's response was not enough to provide CMAR with a code-compliant constructable design for the entire hallway.

On July 10th, 2025, CMAR submitted COSK-KWT-DNG-RFI-0540 MSB Fire Rated Ceiling Impacts and Design Information Needed to receive remaining design information. This included clarification on the installation of fire rated shaft wall soffits to allow conduits to remain in place, firestopping at the head of masonry and penetrations in walls, fireproofing of electrical fixtures in the ceiling, and fireproofing of HVAC units in the ceilings. This RFI was responded to on July 22nd, 2025. The Engineer response confirmed the installation of the fire rated soffits and extension of the sheetrock up to the decking but did not provide all information requested and needed.

To alleviate the issue and expedite a solution, CMAR proposed to install a fire rated coating on the hallway. It was agreed between CMAR and Client that this could be a solution, and Engineer asked for product data to be submitted for review and approval. Product data was submitted in COSK-KWT-DNG-SUB-0410 Intumescent Coating System – MBR Support Building Hallway on August 25th, 2025. The submittal was Approved by the Engineer on September 5th, 2025.

The City and Engineer also had multiple requests for items at the MBR Support Building. The specified hardware on the restroom door in the MBR Support Building was requested to be swapped with a privacy lock. The Email correspondence on September 18th, 2025 with Plummer is attached showing this request. Another request was for a privacy film to be installed on the bathroom door. Email correspondence on September 8th, 2025 with Plummer is attached showing this request. Lastly, there was a request for the mechanical room door in the hallway of the MBR Support Building to match the same khaki color as the exterior fiberglass doors. These costs are included in this PCO.

Lastly, on October 29th, 2025, the Owner's Representative, Engineer, and CMAR had a meeting and agreed upon an additional credit to help lower the cost of this PCO. This was agreed to be a split cost for the difference in the concrete deck credit and intumescent coating add. The additional credit came out to be ($3,926.80).

See attachments for a breakdown.

KIEWIT WATER FACILITIES SOUTH CO.
2050 Roanoke Rd, Westlake, TX 76262

Credit		
1. **A – Direct Cost (Labor)**	Sub-Total	($30,905.71)
2. **B – Direct Cost (Supervision)**	Sub-Total	($3,170.60)
3. **C – Direct Cost (PM, Supplies, Equipment, Subs)**	Sub-Total	($32,264.76)
4. **D – Indirect Cost**	Sub-Total	$0.00
5. **E – Est. B&I / COMM (1.50%)**	Sub-Total	($995.12)
6. **F – G&A (9.622%)**	Sub-Total	($3,505.34)
7. **G – Fee (8.50%)**	Sub-Total	($3,040.46)
	Grand Total	**($73,881.99)**

1. **A - Direct Cost (Labor)**

Total	($30,905.71)

The labor aspect of the following activities falls under A-Direct Cost (Labor): labor associated with the installation of the concrete deck: fabrication of concrete forms, erecting forms, pouring, finishing, and curing concrete, and stripping of the forms. Credits align with the agreed pricing from GMP J – Architectural.

2. **B - Direct Cost (Supervision)**

Total	($3,170.60)

The following is captured under B - Direct Cost (Supervision): A Field Engineer & Superintendent were required to oversee and assist with the concrete deck scope. Credits align with the agreed pricing from GMP J – Architectural.

3. **C - Direct Cost (PM, Supplies, Equipment, Subs)**

Total	($32,264.76)

The following is captured under C - Direct Cost (PM, Supplies, Equipment, Subs): Credits for the permanent materials of the concrete deck: concrete and rebar. Subcontractors associated with the concrete pour: pump truck. Credits align with the agreed pricing from GMP J – Architectural. Agreed upon credit from October 29th, 2025 meeting.

4. **D - Indirect Cost**

Total	$0.00

KIEWIT WATER FACILITIES SOUTH CO.
2050 Roanoke Rd, Westlake, TX 76262

5. **E - Est. B&I / COMM (1.50%)**

Total	($995.12)

Est. Bond and Insurance / Commercial required for PCO 92 R2.

6. **F - G&A (9.622%)**

Total	($3,505.34)

General and Administrative expenses required for PCO 92 R2.

7. **G - Fee (8.50%)**

Total	($3,040.46)

Add		
1. **A – Direct Cost (Labor)**	Sub-Total	$0.00
2. **B – Direct Cost (Supervision)**	Sub-Total	$6,500.00
3. **C – Direct Cost (PM, Supplies, Equipment, Subs)**	Sub-Total	$88,232.83
4. **D – Indirect Cost**	Sub-Total	$0.00
5. **E – Est. B&I / COMM (1.50%)**	Sub-Total	$1,420.99
6. **F – G&A (9.622%)**	Sub-Total	$9,251.92
7. **G – Fee (8.50%)**	Sub-Total	$8,286.20
	Grand Total	**$113,691.94**

2. **A - Direct Cost (Labor)**

Total	$0.00

No Direct Cost (Labor) included in PCO 92 R2.

3. **B - Direct Cost (Supervision)**

KIEWIT WATER FACILITIES SOUTH CO.
2050 Roanoke Rd, Westlake, TX 76262

Total	$6,500.00

The following is captured under B - Direct Cost (Supervision): A Field Engineer & Superintendent are required for PCO-0092 R2. The below breaks down the responsibilities for this additional scope of work:

Field Engineer

- Review documentation to identify all changes
- Submit RFI if applicable.
- Coordinate with other disciplines to identify changes/responsibilities.
- Update Cost Report with new forecast QTYs
- Estimate reviews with change management team
- Purchase and track materials (STS or Permanent Materials).
- Perform material receiving report on all permeant materials.
- Create new work plan for intumescent coatings.
- Work List additions and possible Punch List additions.
- Subcontractor notifications and involvement (Change Orders and work with Purchasing Group).
- Negotiations on pricing and breakdown/backup.
- Field presence
- Work with scheduling team to add new activities and/or adjust durations of CPM schedule and see if there were any schedule impacts

Superintendent

- Review new Work Plan (Individually and with Crew)
- Field presence/Supervising additional scope
- Work List additions and possible Punch List additions.
- Subcontractor notifications and involvement (Change Orders and work with Purchasing Group).
- Work with scheduling team to provide input and identify any impacts

See attachments for a breakdown.

4. **C - Direct Cost (PM, Supplies, Equipment, Subs)**

Total	$88,232.83

The following is captured under C - Direct Cost (PM, Supplies, Equipment, Subs): OSI cost for fire-rated ceiling modifications: Before the intumescent coating was approved for application, OSI made multiple modifications to help fire rate the hallway. This included furnishing and installing the fire rated shaft wall soffits at three (3) locations in the hallway and purchasing fire rated ceiling tile in lieu of non-fire rated ceiling tile. OSI also swapped out the hardware on the restroom door per a request from Plummer and the City. Privacy film was purchased for the bathroom door. Dobbs Coating was requested to coat the mechanical room door to match the color of exterior fiberglass doors. Terry McGill Inc. Proposal for the cost to furnish and install the approved intumescent coating.

See attachments for a breakdown.

5. **D - Indirect Cost**

Total	$0.00

8. **E - Est. B&I / COMM (1.50%)**

Total	$1,420.99

Est. Bond and Insurance / Commercial required for PCO 92 R2.

9. **F - G&A (9.622%)**

Total	$9,251.92

General and Administrative expenses required for PCO 92 R2.

10. **G - Fee (8.50%)**

Total	$8,286.20

Attachments

1. OSI Charges for Fire Rated Modifications
2. Terry McGill Inc. Proposal – Intumescent Coating
3. Dobbs Coating Systems – Mechanical Room Door Coating Cost
4. Uline Order Confirmation - Privacy Film
5. PCO 0092 R2 Cost Breakdown Structure
6. PCO 0092 R2 Resource Rate Register
7. COSK-PSE-AMD0006-Amendment 06
8. COSK-OSI-DNG-RFI-0001 OSI: Fire rated acoustic ceiling system
9. COSK-KWT-DNG-RFI-0540 MSB Fire Rated Ceiling Impacts and Design Information Needed
10. COSK-KWT-DNG-SUB-0410 Intumescent Coating System – MBR Support Building Hallway
11. Email Confirmation for Privacy Lock on Restroom Door
12. Email Confirmation for Privacy Film on Restroom Door

Amendment 06 is included by reference. Removed by Ron Mick on 10/30/2025 to reduce pages.

Confidential
10/29/2025 03:10:25 PM

August 14, 2025

Chandler Peterson / Kiewit

RE: Additional work Sherman, Texas Wastewater Treatment Plant – Kiewit Water Facilities South Co.

MBR BUILDING

Proposal to furnish and install new fire rated shaft wall soffit with false soffit underneath in (3) locations in main corridor. Level 4 finish to make ready for paint by others.

Amount of additional work - $ 6,800.00

	Labor	Materials
Shaft wall studs / track / liner panel	1,315.00	420.00
Fire rated wood blocking	600.00	100.00
5/8" type X drywall	3,000.00	90.00
Tape / float to a paint ready finish (including orange peel texture)	1,200.00	75.00
	$ 6,115.00	$ 685.00

~ 98 man hours.

Use fire rated ceiling tile and grid in main corridor in lieu of non fire rated grid and tile as originally quoted.

Amount of additional work is for materials to replace new fire rated grid and ceiling tile. –

Wall angle in hallway was already installed and replaced.

Amount of additional work $ 2,500.00

	Labor	Materials
Fire rated ceiling mains / tees / wall angle	1,000.00	1,500.00
16 man hours	$ 1,000.00	$ 1,500.00

Replace lockset in restroom with new PRIVACY lock to match existing.

Amount of additional work $ 750.00

Total = $6,800 + $2,500 + $750 = $10,050

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10/29/2025 03:10:25 PM

TERRY MCGILL INC.

7025 Sarpy Avenue
Bellevue, NE 68147

Phone 402-731-4393
Fax 402-731-3041

PROPOSAL

August 29, 2025

Submitted To: KIEWIT
MIKE WALCZYK
WORK TO BE PERFORMED AT: SHERMAN SOUTH WWTP-MBR INTUMESCENT

We hereby propose to furnish all the materials and perform all the labor necessary for the completion of:

LABOR AND MATERIALS …….....……....……. $ 77,000.00

- ALL NECESSARY PREP AND PROTECTION OF ITEMS
- PRIME STEEL WITH SHERWIN WILLIAMS PROCRYL PRIMER
- PURCHASE AND INSTALL INTUMESCENT (5 PASSES OF CAFCO WB3 TO ACHIEVE A 1HR FIRE RATING AT 850 SF OF STEEL DECKING)

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner. Material and labor guaranteed for one full year from date work completed with payments to make as follows:
PAYMENT DUE UPON JOB COMPLETION:

Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance for above work. Workmans Compensation and General Liability Insurance on above work to be take out by TERRY MCGILL, INC.

Respectfully submitted: *Juan Rodriguez*

Date: 08/29/2025

Note – This proposal may be withdrawn by us if not accepted in 30 days.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

If proposal is accepted, please sign, date and return

Date: _____ Signature: _____

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10/29/2025 03:10:25 PM
Outlook

[External]RE: Coating of Double Door

From Lisa Lowery <llowery@dobbscoatingsystems.com>
Date Tue 10/7/2025 3:06 PM
To Victoria.Gutierrez <Victoria.Gutierrez@kiewit.com>; Wendell Dobbs <Wdobbs@dobbscoatingsystems.com>

Victoria,

To color match and paint this Double Door will be $2,000.00

Agreed to split cost.
Charge $1,000

Respectfully,

Lisa Lowery

Dobbs Coating Systems, Inc.
Office Manager/Project Coordinater
P: 817-341-1777 ext. 1
llowery@dobbscoatingsystems.com

DOBBS COATING SYSTEMS
• Factory Trained Applicators
• Sand Blasting
• Technical Coating

(817) 341-1777
Fax: (817) 341-1797
Estimating: (817) 819-4308

1888 Mineral Wells Hwy.
Weatherford, TX 76088

From: Victoria.Gutierrez <Victoria.Gutierrez@kiewit.com>
Sent: Tuesday, October 7, 2025 11:27 AM
To: Wendell Dobbs <Wdobbs@dobbscoatingsystems.com>; Lisa Lowery <llowery@dobbscoatingsystems.com>
Cc: Mario Salinas <msalinas@dobbscoatingsystems.com>
Subject: Coating of Double Door
Importance: High

Hi Wendell/Lisa,

We have a double metal door that needs a finish coat. I wanted to get with you to see what the cost would be to paint the door. Ideally, we're hoping to have the door color matched to the gel coat that are on the other double doors.

I know this is Mario's last week here and would like to get it done while he's here. Please let me know if this is something you guys can do.

Thank you,

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10/29/2025 03:10:25 PM

BROAD HORIZONS | WWTP CMAR

VICTORIA GUTIERREZ

Field Engineer

KIEWIT WATER FACILITIES SOUTH CO.

302 Cliff Hestand Road, Sherman, TX 75090

832-451-2404

Confidential
10/29/2025 03:10:25 PM

ULINE

1-800-295-5510
uline.com

ORDER CONFIRMATION

ORDER # 41974319
PO # MASON
SHIPMENT 1 of 1

Thank you for your order!

SOLD TO: KIEWIT
302 CLIFF HESTAND RD
SHERMAN TX 75090
US

SHIP TO: Kiewit
302 CLIFF HESTAND RD
ATTN: Victoria Gutierrez
SHERMAN TX 75090-3580
US

CUSTOMER NUMBER	SHIP VIA	ORDER DATE	SHIP DATE	TERMS
25925119	UPS GROUND	09/22/25	09/22/25	MASTER CARD

QUANTITY	U/M	ITEM NUMBER	DESCRIPTION	UNIT PRICE	EXT. PRICE
1	RL	S-18274	PRIVACY FILM ROLL - 36" X 25', FROSTED WHITE	152.00	152.00

SUB-TOTAL	SALES TAX	SHIPPING/HANDLING	TOTAL
152.00	13.93	16.90	182.83

NOTE:

DELIVERY TIME 1 BUSINESS DAY VIA UPS GROUND.

SHIPMENT #1 SHIPPED 09/22/25

ATTENTION: MASON KOLLS

CHECK ORDER STATUS

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10/29/2025 03:10:25 PM

Cost Breakdown Structure (CBS) Register

KIEWIT CORPORATION

20053365-136123-01P - Sherman PCO Backup--Sherman WWTP Construction

CBS Position Code	Description	Quantity	Unit of Measure (Uom)	Manhours (MH)	Man Count	Equipment Count	Production (UOM/Mh)	Production UOM/Crew Hr	Unit Cost	Total Cost	Labor Cost	Construction Equipment Cost	Materials Cost	Supplies Cost	Subcontract Cost
4.1.5.3	PCO #0092 R2 - Additional Scope for Fire Rating in Hallway of MBR Support Building	1.00	Each	40.00	2.00	0.00	0.03	0.03	$39,809.95	$39,809.95	($31,076.31)	$0.00	($24,655.13)	$0.00	$84,123.20
4.1.5.3.1	Credit for Concrete Deck & Negotiated Credit from 10/29/25 Meeting	1.00	Each	0.00	0.00	0.00	0.00	0.00	($73,881.99)	($73,881.99)	($34,076.31)	$0.00	($28,337.96)	$0.00	($3,926.80)
4.1.5.3.1.1	A - Direct Cost (Labor)	1.00	Each	0.00	0.00	0.00	0.00	0.00	($30,905.71)	($30,905.71)	($30,905.71)	$0.00	$0.00	$0.00	$0.00
4.1.5.3.1.1.1	Concrete on Metal Deck Labor Credit	1.00	Each	0.00	0.00	0.00	0.00	0.00	($30,905.71)	($30,905.71)	($30,905.71)	$0.00	$0.00	$0.00	$0.00
4.1.5.3.1.2	B - Direct Cost (Supervision)	1.00	Each	0.00	0.00	0.00	0.00	0.00	($3,170.60)	($3,170.60)	($3,170.60)	$0.00	$0.00	$0.00	$0.00
4.1.5.3.1.2.1	Concrete on Metal Deck Supervision Credit	1.00	Each	0.00	0.00	0.00	0.00	0.00	($3,170.60)	($3,170.60)	($3,170.60)	$0.00	$0.00	$0.00	$0.00
4.1.5.3.1.3	C - Direct Cost (PM, Supplies, Equipment, Subs)	1.00	Each	0.00	0.00	0.00	0.00	0.00	($32,264.76)	($32,264.76)	$0.00	$0.00	($28,337.96)	$0.00	($3,926.80)
4.1.5.3.1.3.1	Concrete on Metal Deck PM, Supplies, Equipment, Subs Credit	1.00	Each	0.00	0.00	0.00	0.00	0.00	($28,337.96)	($28,337.96)	$0.00	$0.00	($28,337.96)	$0.00	$0.00
4.1.5.3.1.3.2	Negotiated Credit from 10/29/25 Meeting	1.00	Each	0.00	0.00	0.00	0.00	0.00	($3,926.80)	($3,926.80)	$0.00	$0.00	$0.00	$0.00	($3,926.80)
4.1.5.3.1.4	D- Indirect Cost	1.00	Each	0.00	0.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
4.1.5.3.1.5	E - Est. B&I/COMM (1.50%)	1.00	Each	0.00	0.00	0.00	0.00	0.00	($995.12)	($995.12)	$0.00	$0.00	$0.00	$0.00	$0.00
4.1.5.3.1.6	F - G&A (9.622%)	1.00	Each	0.00	0.00	0.00	0.00	0.00	($3,505.34)	($3,505.34)	$0.00	$0.00	$0.00	$0.00	$0.00
4.1.5.3.1.7	G - Fee (8.50%)	1.00	Each	0.00	0.00	0.00	0.00	0.00	($3,040.46)	($3,040.46)	$0.00	$0.00	$0.00	$0.00	$0.00
4.1.5.3.2	Add for Fire Rated Modifications and Intumescent Coating	1.00	Each	40.00	2.00	0.00	0.03	0.03	$113,691.94	$113,691.94	$3,000.00	$0.00	$3,682.83	$0.00	$88,050.00
4.1.5.3.2.1	A - Direct Cost (Labor)	1.00	Each	0.00	0.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
4.1.5.3.2.2	B - Direct Cost (Supervision)	1.00	Each	40.00	2.00	0.00	0.03	0.03	$6,500.00	$6,500.00	$3,000.00	$0.00	$3,500.00	$0.00	$0.00
4.1.5.3.2.2.1	FE	1.00	Each	20.00	1.00	0.00	0.05	0.05	$3,000.00	$3,000.00	$3,000.00	$0.00	$0.00	$0.00	$0.00
4.1.5.3.2.2.2	Superintendent	1.00	Each	20.00	1.00	0.00	0.05	0.05	$3,500.00	$3,500.00	$0.00	$0.00	$3,500.00	$0.00	$0.00
4.1.5.3.2.3	C - Direct Cost (PM, Supplies, Equipment, Subs)	1.00	Each	0.00	0.00	0.00	0.00	0.00	$88,232.83	$88,232.83	$0.00	$0.00	$182.83	$0.00	$88,050.00
4.1.5.3.2.3.1	OSI Additional Work to Make Hallway Fire Rated & Privacy Lock	1.00	Each	0.00	0.00	0.00	0.00	0.00	$10,050.00	$10,050.00	$0.00	$0.00	$0.00	$0.00	$10,050.00
4.1.5.3.2.3.2	Terry McGill Inc. Intumescent Coatings	1.00	Each	0.00	0.00	0.00	0.00	0.00	$77,000.00	$77,000.00	$0.00	$0.00	$0.00	$0.00	$77,000.00
4.1.5.3.2.3.3	Dobbs - Coating of Mechanical Room Door	1.00	Each	0.00	0.00	0.00	0.00	0.00	$1,000.00	$1,000.00	$0.00	$0.00	$0.00	$0.00	$1,000.00
4.1.5.3.2.3.4	Bathroom Door Privacy Film	1.00	Each	0.00	0.00	0.00	0.00	0.00	$182.83	$182.83	$0.00	$0.00	$182.83	$0.00	$0.00
4.1.5.3.2.4	D- Indirect Cost	1.00	Each	0.00	0.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
4.1.5.3.2.5	E - Est. B&I/COMM (1.50%)	1.00	Each	0.00	0.00	0.00	0.00	0.00	$1,420.99	$1,420.99	$0.00	$0.00	$0.00	$0.00	$0.00
4.1.5.3.2.6	F - G&A (9.622%)	1.00	Each	0.00	0.00	0.00	0.00	0.00	$9,251.92	$9,251.92	$0.00	$0.00	$0.00	$0.00	$0.00
4.1.5.3.2.7	G - Fee (8.50%)	1.00	Each	0.00	0.00	0.00	0.00	0.00	$8,286.20	$8,286.20	$0.00	$0.00	$0.00	$0.00	$0.00

Confidential

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PCO-0092 Credit				
A	DIRECTS - Labor			
		LABOR	$	(30,905.71)
B	DIRECTS - Supervision			
		Supervision		($3,170.60)
C	DIRECTS - Equip, PM, Supply, Subs			
		Total		($32,264.76)
D	Indirect Cost			
		Itemized	$	-
E	Est. Bonds/Insurance			
	(on A, B, C, D)	1.50%	$	(995.12)
F	G&A			
	(on B, C, D, E)	9.622%	$	(3,505.34)
G	Fee			
	(on C, F)	8.50%	$	(3,040.46)
		TOTAL	**$**	**(73,881.99)**

PCO-0092 Adds				
A	DIRECTS - Labor			
		LABOR	$	-
B	DIRECTS - Supervision			
		Supervision	$	6,500.00
C	DIRECTS - Equip, PM, Supply, Subs			
		Total	$	88,232.83
D	Indirect Cost			
		Itemized	$	-
E	Est. Bonds/Insurance			
	(on A, B, C, D)	1.50%	$	1,420.99
F	G&A			
	(on B, C, D, E)	9.622%	$	9,251.92
G	Fee			
	(on C, F)	8.50%	$	8,286.20
		TOTAL	**$**	**113,691.94**

Credit	$	(73,881.99)
Adds	$	113,691.94
Total	$	39,809.95

Confidential

10/29/2025 03:10:25 PM

All Resource Register

KIEWIT CORPORATION

20053365-136123-01P - Sherman PCO Backup--Sherman WWTP Construction

Resource Type	Resource Code	Description	Unit Cost (Scale 1)	Unit Cost (Scale 2)	Unit Cost (Scale 3)	Utilization Count	Unit of Measure
Labor Rate	1.S.10.2.01 (1) (1)	Discipline Field Engineer - 2024	$150.00	$150.00	$150.00	20.00	Hour
Labor Rate	DISCIPLINE SUPERINTENDENT	Discipline Superintendent - 2024	$175.00	$175.00	$175.00	20.00	Hour
Unique Rate	PCO-0092 R1 OSI CHARGES	PCO-0092 Concrete on Metal - OSI Charges for Fire Rated Modifications	$10,050.00	$0.00	$0.00	1.00	Each
Unique Rate	PCO-0092 TERRY MCGILL INC.	PCO-0092 Concrete on Metal - Terry McGill Inc. Intumescent Coatings	$77,000.00	$0.00	$0.00	1.00	Each
Unique Rate	PCO-0092 LABOR	PCO-0092 Concrete on Metal Deck Labor Credit	($30,905.71)	$0.00	$0.00	1.00	Each
Unique Rate	PCO-0092 PM NEGOTIATED CREDIT	PCO-0092 Concrete on Metal Deck Negotiated Credit 10/29/25	($3,926.80)	$0.00	$0.00	1.00	Each
Unique Rate	PCO-0092 PM SUPPLIES EQU SUBS	PCO-0092 Concrete on Metal Deck PM, Supplies, Equipment, Subs Credit	($28,337.96)	$0.00	$0.00	1.00	Each
Unique Rate	PCO-0092 SUPERVISION	PCO-0092 Concrete on Metal Deck Supervision Credit	($3,170.60)	$0.00	$0.00	1.00	Each
Unique Rate	PCO-0092 DOBBS COATING	PCO-0092 Dobbs Cost for Coating Mech Room Door	$2,000.00	$0.00	$0.00	0.50	Each
Installed Material Rate	4.ARCH.PCO-092 ULINE FILM	PCO-0092 Privacy Film	$182.83	$0.00	$0.00	1.00	Ea

SUPPORTING DOCUMENTATION

07 - COSK-PSE-AMD0006-Amendment 06

08 - COSK-OSI-DNG-RFI-0001

09 - COSK-KWT-DNG-RFI-0540

10 - COSK-KWT-DNG-SUB-0410

11 - Email Confirmation for Privacy Lock

12 - Email Confirmation for Privacy Film

Amendment 06 remains included by reference. Removed by Ron Mick on 10/30/25 to reduce pages.

Plummer
1320 S University Drive #300
Fort Worth, Texas 76107
P: 8188061700

Project: 1442-005-02 South Wastewater Treatment Plant
302 Cliff Hestand Road
Sherman, Texas

RFI #672: OSI: Fire Rated Acoustical Ceiling System

Status	Open		
To	Quentin Geile (Plummer) Carol Cavaness (Carollo) Janessa Antunovich (Carollo) *(Response Required)*	**From**	Alyssa OBrien (Plummer)
Date Initiated	Jun 25, 2025	**Due Date**	Jun 28, 2025
Location	Membrane Support Building	**Project Stage**	
Cost Impact	Yes (Unknown)	**Schedule Impact**	Yes (Unknown)
Spec Section	09 51 13 - Acoustical Panel Ceilings	**Cost Code**	
Drawing Number	A552	**Reference**	
Linked Drawings			
Suggested Solution		**Change Order Required?**	
Received From			
Copies To	Brian Beach (Plummer), Naomi Lightfoot (Plummer), Alyssa OBrien (Plummer)		

SUGGESTED SOLUTION

Contractor Suggested Solution	See attached RFI

Activity

Question

Question from Alyssa OBrien Plummer *on Wednesday, Jun 25, 2025 at 08:12 AM CDT*

See attached RFI

Attachments
COSK-OSI-DNG-RFI-0001.01.RFI.01.01.pdf

Official Response

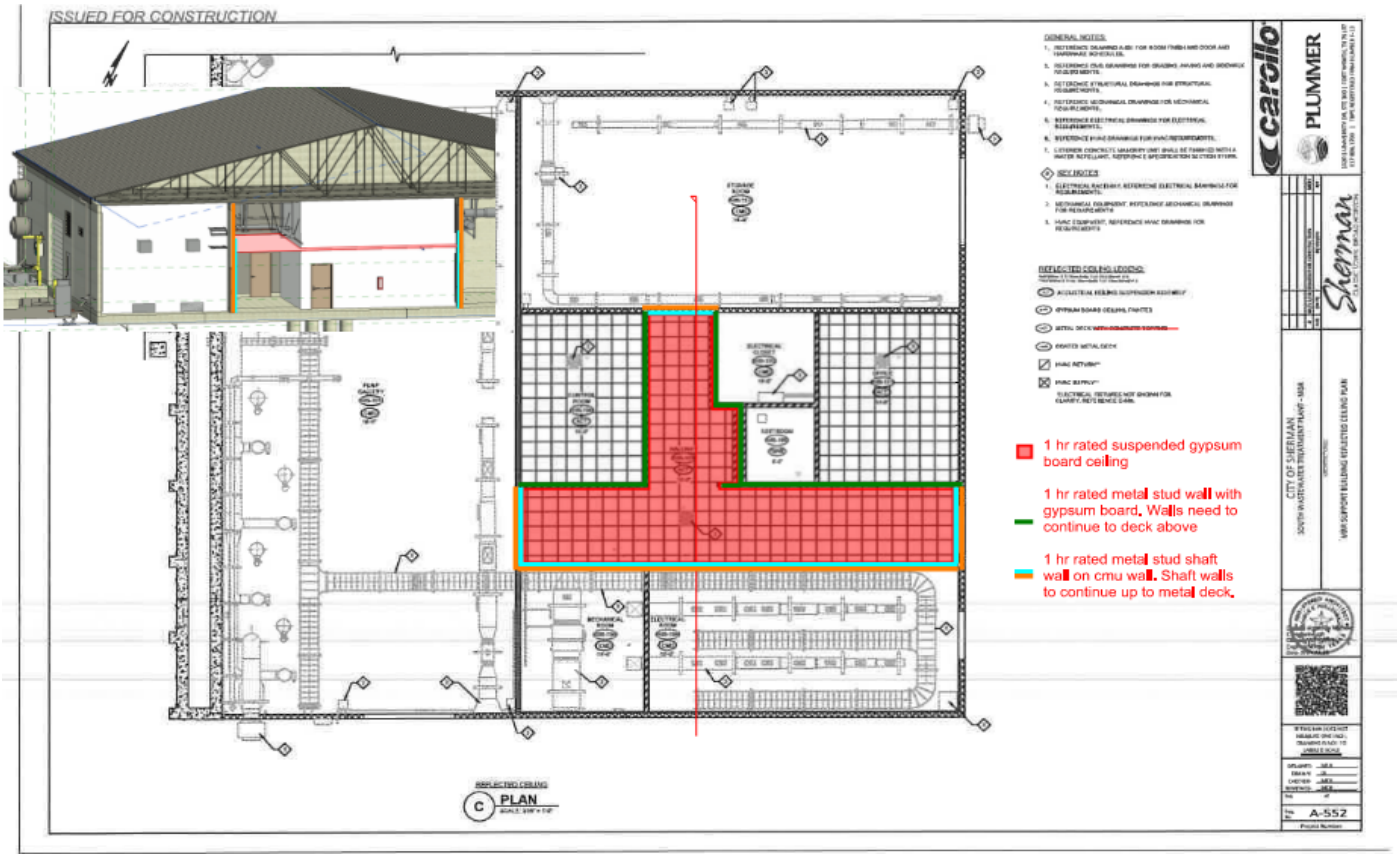
Response from Janessa Antunovich Carollo *on Thursday, Jun 26, 2025 at 03:13 PM CDT*

The proposed acoustic ceiling tile is acceptable. The contractor is responsible for ensuring that the ceiling tiles are installed as part of a tested and compliant fire-rated ceiling assembly. The assembly must comply with fire and smoke provisions of IBC chapter 7. The contractor is responsible for the coordination of penetrations through the ceiling tiles and providing a proper UL rated seal at each penetration location per the UL requirements and details.

RFI			
Project Name:	South Wastewater Treatment Plant - MBR	**Project Tracker No.**	1422-005-02
Contract No.:	1513-U	**Plummer CPM:**	Sherri van der Wege
RFI Name/Subject:	OSI: Fire rated acoustical ceiling system	**Requested Response Date:**	6/20/2025
Contractor:	Kiewit Water Facilities South	**Contractor PM:**	Kory Kyllo
RFI Key Contact:	Eric Carlson	**Key Contact Phone:**	402-810-0599
Subcontractor/Vendor:	OSI		
Specification Section:			
Secondary Discipline:	☒ Architectural ☐ Civil ☐ Electrical ☐ HVAC ☐ Instrumentation & Controls ☐ Proc/Mech ☐ Plumbing ☐ Structural		
Reference Drawing(s):	A-552		
RFI No.:	COSK-OSI-DNG-RFI-0001 Rev01		
RFI Contents:	☐ Shop Drawing ☐ Administrative ☐ As-Builts ☐ Sample ☐ *Product Data* ☒ *Additional Information* ☐ *O&M*		
Impacts:	☒ Cost ☒ Schedule		
Question/Issue:	Kiewit is proposing a fire rated acoustical ceiling for the hallway area inside the MBR Support building. As a design was never given for a fire rated ceiling. Limited space is available to install suspended gypsum board ceiling or shaft ceiling. As electrical conduit pathways have been run in ceiling and electrical pull boxes and junction boxes must be accessible.		
Proposed Solution:	Fire rated acoustical ceiling. See attached options being proposed.		

☒ Contractor hereby certifies that (i) Contractor has complied with the requirements of Contract Documents in preparation, review and submission of designated RFI and (ii) the RFI is completed and in accordance with the Contract Documents and requirements of laws and regulations and governing agencies.
Contractor (Authorized by): *Eric Carlson*

RFI Package Response Status (Approved, Rejected, Response as Noted):	
RFI Status:	
Comments:	See attached repsonse



Propose fire rate acoustical ceiling system.

MAIN RUNNER



CROSS TEE



7/8" WALL ANGLE



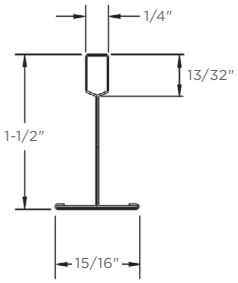
15/16" FireSecure™ Stab System

Code compliance with simple installation. Suited for certain UL/ULC fire-rated designs.

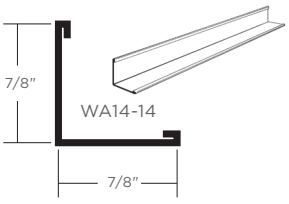
Features & Benefits

- The FireSecure and Protectone® ceiling assembly offers fire-rated solutions for 2' x 2' and 2' x 4' modules
- Tested in accordance with ASTM E119 for certain time-rated, fire-resistive assemblies
- FireSecure and Protectone suspended ceiling designs have been tested and are listed at UL.com and certainteed.com/architectural
- Suitable for use in the following UL/ULC Fire Resistive Assemblies: D203, D205, G208, G218, G248, G255, I210, I211, L201, P204, P259, P260, P261, P264, P266, R224
- Suited for seismic categories A-C
- High recycled content
- Available in CertainTeed White

Main Runner



Wall Angle



LEED® v4

RECYCLED CONTENT	up to 88%
✔	MR: PBT Source Reduction (Healthcare)
✔	MR: Material Ingredients (HPDs)
✔	EQ: Low-Emitting Material
✔	MR: Sourcing Raw Materials
✔	MR: Environmental Product Declarations (EPDs)
✔	MR: Construction and Demolition Waste Management Planning

LEED® is a registered trademark of the U.S. Green Building Council.

CERTIFICATIONS & PRODUCT DECLARATIONS

CERTIFIED ENVIRONMENTAL PRODUCT DECLARATION UL.COM/EPD

EPD AVAILABLE

HPD AVAILABLE

Declare℠
Living Building Challenge Red List Free®

certainteed
SAINT-GOBAIN

15/16" FireSecure™ Stab System

	GRID FACE (IN.)	DESCRIPTION (IN.)	SLOT SPACING (IN.)	PIECES/ CARTON	FT./ CARTON	SEISMIC DESIGN CATEGORY	STRUCTURAL CLASSIFICATION (ASTM C635)	RECYCLED CONTENT PRE*	RECYCLED CONTENT POST*	RECYCLED CONTENT TOTAL*	ALLOWABLE UNIFORM LOAD (PLF)	ALLOWABLE CONCENTRATED LOAD AT MIDSPAN (LBF)**
Main Runners												
FSS-12-12-15	15/16	144 x 1-1/2 x 15/16	6 O.C.	20	240	A-C	ID	19%	69%	88%	13.35	33.75
Cross Tee												
FSS-2-12-15	15/16	24 x 1-1/2 x 15/16	—	60	120	—	—	19%	69%	88%	44.0	55.01
FSS-4-12-15	15/16	48 x 1-1/2 x 15/16	12 O.C.	60	240	—	—	19%	69%	88%	10.28*	25.71
Wall Angle												
WA14-14	7/8	144 x 7/8 x 7/8	—	40	480	—	—	19%	69%	88%	—	—

*Maximum recycled content percentage. Recycled content varies by manufacturing location.

**Allowable concentrated loads at midspan are determined in accordance with AC368 Section 3.2. For each framing member, the allowable concentrated load must not be combined with the allowable uniform load.

Maximum Fixture Weight

ITEM NUMBER	CONFIGURATION A	CONFIGURATION B	FIXTURE A	FIXTURE B	HANGER SPACING A	HANGER SPACING B	MAXIMUM WEIGHT A	MAXIMUM WEIGHT B
Main Runner to Main Runner – Drawing Key: Main Runner (|) Cross tee (- - -) Hanger wire (✚)								
FSS4-12-15			24" x 48"	24" x 48"	48"	48"	56.00 lbs.	51.00 lbs.
FSS4-12-15			24" x 48"	24" x 48"	48"	48"	54.00 lbs.	41.50 lbs.
FSS4-12-15			24" x 24"	24" x 24"	48"	48"	26.00 lbs.	34.50 lbs.

Cross tees tested as follows: FSS4-12-15 tested at 10.28 lbs/LF to 1/360 of 4' span.

Accessories

		ITEM NUMBER	PRODUCT NAME	DIMENSIONS L" X W" X H" (MM)	COLOR	PIECES/ CARTON	LBS./ CARTON
SEISMIC		SLEEVE1516	15/16" Sleeve	4 x 15/16 x 1/64 (102 x 24 x 1)	White	100	1.25
SEISMIC		CTSPC-2	Seismic Perimeter Clip	3-1/16 x 2-1/4 x 1-1/16 (78 x 58 x 27)	Metal	100	9
SEISMIC		CTSTJ	Seismic Transition Joint Clip	3-1/2 x 3-1/2 x 1-3/16 (89 x 89 x 31)	Metal	100	10
STANDARD		AHD	Adjustable Hold Down Clip	1-1/8 x 1/2 x 1-11/16 (29 x 13 x 43)	Black	1000	16
STANDARD		OC-14	7/8" Outside Corner Cap	3 x 3 x 1/16 (76 x 76 x 1.52)	White	100	10
STANDARD		IC-14	7/8" Inside Corner Cap	3 x 3 x 1/16 (76 x 76 x 1.52)	White	100	10
STANDARD		HW12	Hanger Wire 12' (3660 mm) 12 Gage (2.05 mm)	144 x 12 gage x 12 gage (3658 x 12 gage x 12 gage)	Metal	141	50
STANDARD		DLC	Direct Load Clip	1-1/8 x 3-1/16 x 1/16 (29 x 78 x 2)	Metal	150	9
STANDARD		SFYK	SmartFit Yoke	8.55 x 1.25 x 9.56 (217 x 32 x 243)	Metal	20	9

NOTE: For additional accessories, refer to Acoustical and Drywall Suspension Systems Accessories listing.

15/16" FireSecure™ Stab System

Physical Data

MATERIAL
Hot dipped galvanized steel (G30)

FACE DIMENSION
15/16"

CROSS TEE/MAIN RUNNER INTERFACE
Stepped-end/Override

DUTY CLASSIFICATION
Intermediate duty per ASTM C635

SURFACE FINISH
Painted Steel Cap

PROFILE HEIGHT
1-1/2"

VOC EMISSIONS
Independently certified compliant with California Department of Public Health CDPH/EHLB/Standard Method Version 1.2, 2017.

END DETAIL
Main Runner: Integral Stab
Cross Tee: Integral Clip

SEISMIC CATEGORY
A, B, C

WARRANTY
10-year Limited Suspension Systems warranty increases to 30 years when installed with CertainTeed ceiling panels. Full warranty information can be found at certainteed.com/warranty.

Seismic Performance

MAIN RUNNERS:
All main runners

MINIMUM LBS. TO PULLOUT COMPRESSION/TENSION:
60 lbs.

CROSS TEES:
All cross tees

ICC Evaluation Service, Inc., Report Compliance

Suspension systems manufactured by CertainTeed ceilings have been reviewed and are approved by listing in ICC-ES Evaluation Report ESR-3336. CertainTeed suspension systems have been reviewed and are approved by listing in the City of Los Angeles Building Code ESR-3336 LABC Supplement. Evaluation Reports are subject to reexamination, revision and possible cancellation. Refer to certainteed.com for current reports.

SAINT-GOBAIN

CertainTeed
CEILINGS • GYPSUM • INSULATION • ROOFING • SIDING • TRIM
20 Moores Road, Malvern, PA 19355 800-233-8990 certainteed.com

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Fine Fissured
Fine Fissured High NRC
Fine Fissured Customline®

MINERAL FIBER FISSURED PANEL

A non-directional mineral fiber panel for all-around workability, affordability and great-looking installations.

Features & Benefits

- Non-directional fissured pattern
- High NRC panels comply with LEED v4 for School classroom acoustics prerequisite
- Customline options provide three dramatic geometric designs with discreet small-scale fissure pattern
- High humidity and sag resistant
- Fine Fissured & Fine Fissured Customline has USDA Certified Biobased content at 96%
- Fine Fissured High NRC has USDA Certified Biobased content at 98%
- 30-Year System Warranty when installed with CertainTeed suspension systems
- Available in 6 standard colors for item numbers HHF-154, HHF-157, HHF-197, FFCL-224

Attributes

NRC UP TO 0.75

SAG RESISTANT

BIOSHIELD® MOLD/MILDEW RESISTANT

EMISSION COMPLIANT CERTIFIED

LR 0.83/0.84

CERTIFICATIONS & PRODUCT DECLARATIONS

EPD AVAILABLE

HPD AVAILABLE

Declare℠
Living Building Challenge Red List Free®

Declare℠ is a service mark of The International Living Future Institute.

LEED® v4

RECYCLED CONTENT		
FINE FISSURED	33%	
	PRE: 28%	POST: 5%
PROTECTONE	44%	
	PRE: 42%	POST: 2%
FINE FISSURED HIGH NRC	70%	
	PRE: 68%	POST: 2%

- ✓ MR: PBT Source Reduction (Healthcare)
- ✓ EQ: Acoustic Performance
- ✓ EQ: Prereq. Min. Acoustic Performance (Schools)
- ✓ EQ: Low-Emitting Materials
- ✓ EQ: Daylight
- ✓ MR: Material Ingredients (HPDs)
- ✓ MR: Sourcing Raw Materials
- ✓ MR: Environmental Product Declarations (EPDs)
- ✓ MR: Construction and Demolition Waste Management Planning

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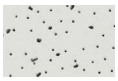
certainteed
SAINT-GOBAIN

Fine Fissured, Fine Fissured High NRC, Fine Fissured Customline®

MINERAL FIBER FISSURED PANEL


Beige Breeze


Blondewood


Silver Lining

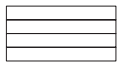

Wet Clay


White Wash


White

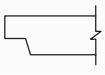
Customline Scoring Options


24 x 48
224

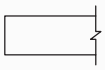
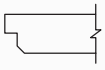

24 x 48
448


24 x 48
812

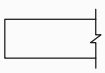
Fine Fissured High NRC

		FORMAT	DIMENSIONS (IN.)	NRC	CAC	RECYCLED CONTENT	UL FIRE-RATED	LR	PIECES/ CARTON	SQ. FT./ CARTON	LBS./ CARTON	CARTONS/ PALLET
Trim												
	NRC .75	HHF-457 HNRC	Panels	24 x 24 x 3/4	0.75	35	70%	—	0.83	14	56	55	16
		HHF-497 HNRC	Panels	24 x 48 x 3/4	0.75	35	70%	—	0.83	8	64	62	16
Reveal												
	NRC .75	HHF-454 HNRC	Panels	24 x 24 x 3/4	0.75	35	70%	—	0.83	14	56	55	16
		HHF-494 HNRC	Panels	24 x 48 x 3/4	0.75	35	70%	—	0.83	8	64	62	16

Fine Fissured

		FORMAT	DIMENSIONS (IN.)	NRC	CAC	RECYCLED CONTENT	UL FIRE-RATED	LR	PIECES/ CARTON	SQ. FT./ CARTON	LBS./ CARTON	CARTONS/ PALLET
Trim												
	NRC .55	HHF-157	Panels	24 x 24 x 5/8	0.55	33	33%	—	0.84	16	64	50	20
		PFF-157	Panels	24 x 24 x 5/8	0.55	35	44%	YES*	0.84	16	64	70	20
		HHF-197	Panels	24 x 48 x 5/8	0.55	35	33%	—	0.84	8	64	45	20
		PFF-197	Panels	24 x 48x 5/8	0.55	40	44%	YES*	0.84	8	64	70	20
		HHF-177	Panels	24 x 60 x 5/8	0.55	35	33%	—	0.84	8	80	51	20
		HHF-2067	Panels	20 x 60 x 5/8	0.55	35	33%	—	0.84	8	66.7	52	16
Reveal												
	NRC .55	HHF-154	Panels	24 x 24 x 5/8	0.55	33	33%	—	0.84	16	64	45	20
		PFF-154	Panels	24 x 24 x 5/8	0.55	35	44%	YES*	0.84	16	64	70	20
		HHF-194	Panels	24 x 48 x 5/8	0.55	35	33%	—	0.84	8	64	45	20
Narrow Reveal												
	NRC .55	HHF-150	Panels	24 x 24 x 5/8	0.55	35	33%	—	0.84	16	64	45	20

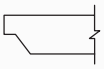
Fine Fissured Metric

		FORMAT	DIMENSIONS (MM)	NRC	CAC	RECYCLED CONTENT	UL FIRE-RATED	LR	PIECES/ CARTON	SQ. FT./ CARTON	LBS./ CARTON	CARTONS/ PALLET
Metric Trim												
	NRC .55	HHF-2067M	Panels	500 x 1500 x 15	0.55	35	33%	—	0.84	8	6	52	20

* Protectone®: A fire-resistive ceiling when used in applicable UL/ULC assemblies. Protectone product is indicated by a Yes in the UL Fire-Rated column.
To specify color other than white, order by item number followed by color code. Example: HHF-154 BEB. Color List: Beige Breeze – BEB, Blondewood – BLW, Silver Lining – SIL, Wet Clay – WEC, White Wash – WIW.
Only available for HHF-154, HHF-157, HHF-197, and FFCL-224 products.

CAN'T FIND A SIZE? Contact your local Sales Representative or call 800-233-8990

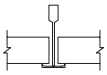
Fine Fissured Customline

			FORMAT	DIMENSIONS (IN.)	NRC	CAC	RECYCLED CONTENT	UL FIRE-RATED	LR	PIECES/ CARTON	SQ. FT./ CARTON	LBS./ CARTON	CARTONS/ PALLET
Reveal													
	NRC .55	FFCL-224	Panels	24 x 48 x 3/4	0.55	38	33%	—	0.84	8	64	64	16
	NRC .50	FFCL-448	Panels	24 x 48 x 3/4	0.50	38	33%	—	0.84	8	64	60	16
		FFCL-812	Panels	24 x 48 x 3/4	0.50	38	33%	—	0.84	8	64	64	16
		PFFCL-224	Panels	24 x 48 x 3/4	0.50	40	33%	YES*	0.84	8	64	75	16
Narrow Reveal													
	NRC .55	FFCLN-224	Panels	24 x 48 x 3/4	0.55	38	33%	—	0.84	8	64	64	16
	NRC .50	FFCLN-448	Panels	24 x 48 x 3/4	0.50	38	33%	—	0.84	8	64	60	16
		FFCLN-812	Panels	24 x 48 x 3/4	0.50	38	33%	—	0.84	8	64	64	16

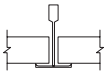
* Protectone®: A fire-resistive ceiling when used in applicable UL assemblies. Protectone product is indicated by a Yes in the UL Fire-Rated column.
To specify color other than white, order by item number followed by color code. Example: HHF-154 BEB. Color List: Beige Breeze – BEB, Blondewood – BLW, Silver Lining – SIL, Wet Clay – WEC, White Wash – WIW.
Only available for HHF-154, HHF-157, HHF-197, and FFCL-224 products.

CAN'T FIND A SIZE? Contact your local Sales Representative or call 800-233-8990

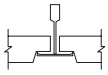
Edge Details



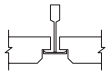
Trim
9/16" EZ Stab
Elite Narrow



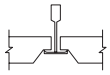
Trim -
15/16" EZ Stab
Classic



Reveal Beveled
15/16" EZ Stab
Classic



Narrow Reveal
Corner Bevel
9/16" EZ Stab
Elite Narrow



Narrow Reveal
Beveled (Customline)
9/16" EZ Stab
Elite Narrow

Color-coordinated suspension systems available



Physical Data

MATERIAL
Mineral Fiber

FLAME SPREAD/SMOKE DEV.
Per ASTM E84 — CAN/ULC S102
Flame Spread: 25 or less
Smoke Developed: 50 or less
(Class A per ASTM E1264)

ASTM E1264 CLASSIFICATION
ASTM E1264-22: Type III, Form 2, Pattern D
ASTM E1264-23: Type A, From A1.2, Pattern D

VOC EMISSIONS
Independently certified compliant with California Department of Public Health CDPH/EHLB/Standard Method Version 1.2, 2017.

INSTALLATION CONSIDERATION
Customline & Colors Note: Product is lot sensitive. Differing manufacturing dates should not be mixed in a single ceiling or unbroken area.

MAINTENANCE
Wipe with a soft cloth or vacuum with brush attachment.

MOLD/MILDEW RESISTANCE
BioShield® treatment included for added mold and mildew resistance.

WARRANTY
10-year 104/90 Limited Warranty increases to 30 years when installed with CertainTeed suspension systems. Full warranty information can be found at certainteed.com/warranty

SAINT-GOBAIN

CertainTeed
CEILINGS • GYPSUM • INSULATION • ROOFING • SIDING • TRIM
20 Moores Road, Malvern, PA 19355 800-233-8990 certainteed.com

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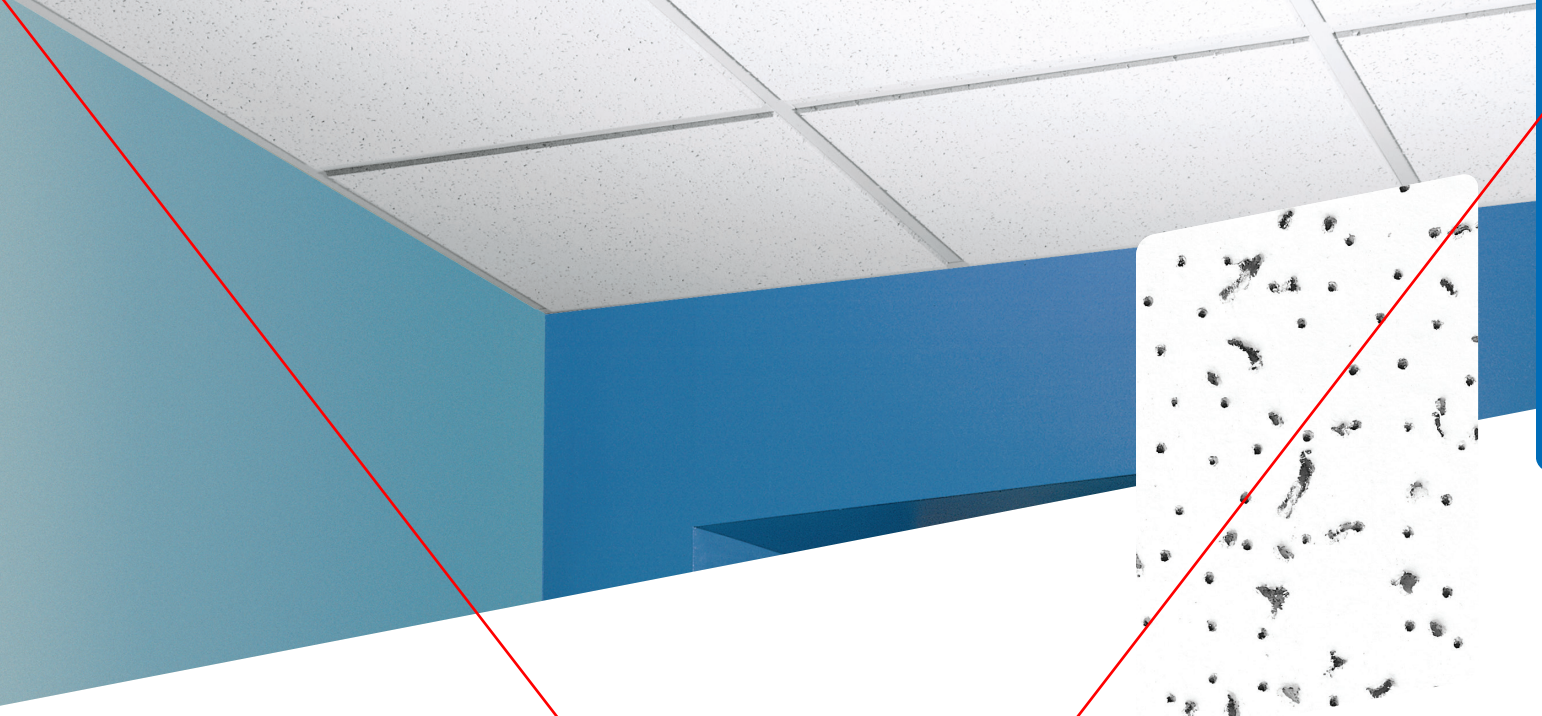


Baroque™
Baroque Customline®

MINERAL FIBER FISSURED PANEL

Non-directional, sound-absorbing and sound blocking utilitarian panel off ering exceptional value.

Features & Benefits

- Non-directional fissured pattern
- Three-dimensional face scoring available in 3 geometric designs with Customline options
- Environmental Product Declaration (EPD) available for this product
- Available in (Protectone) version suited for UL fire assemblies
- Health Product Declaration (HPD) available for this product

Attributes

BIOSHIELD® MOLD/MILDEW RESISTANT (CUSTOMLINE ONLY)

EMISSION COMPLIANT CERTIFIED

LR 0.83

RECYCLED CONTENT 33-44%

LEED® v4

RECYCLED CONTENT		
CLASS A PROTECTONE®	33%	
	PRE: 28%	POST: 5%
	44%	
	PRE: 42%	POST: 2%

✓	MR: PBT Source Reduction (Healthcare)
✓	EQ: Low-Emitting Materials
✓	EQ: Daylight
✓	MR: Material Ingredients (HPDs)
✓	MR: Sourcing Raw Materials
✓	MR: Environmental Product Declarations (EPDs)
✓	MR: Construction and Demolition Waste Management Planning

LEED® is a registered trademark of the U.S. Green Building Council.

CERTIFICATIONS & PRODUCT DECLARATIONS

UL CERTIFIED ENVIRONMENTAL PRODUCT DECLARATION UL.COM/EPD

EPD AVAILABLE

HPD AVAILABLE

Declare℠
Living Building Challenge Red List Free®

Declare℠ is a service mark of The International Living Future Institute.

certainteed
SAINT-GOBAIN

Baroque™, Baroque Customline®

MINERAL FIBER FISSURED PANEL

Baroque		FORMAT	DIMENSIONS (IN)	NRC	CAC	RECYCLED CONTENT	UL FIRE-RATED	PIECES/ CARTON	SQ. FT./ CARTON	LBS./ CARTON	CARTONS/ PALLET
Trim											
	NRC .55	BET-157	Panels	24 x 24 x 5/8	0.55	33	33%	—	16	64	45	20
		PBT-157	Panels	24 x 24 x 5/8	0.55	35	44%	Yes*	16	64	70	20
		BET-197	Panels	24 x 48 x 5/8	0.55	35	33%	—	8	64	45	20
		PBT-197	Panels	24 x 48 x 5/8	0.55	40	44%	Yes*	8	64	70	20
		BET-2067	Panels	20 x 60 x 5/8	0.55	35	33%	—	8	67	52	20
Reveal											
	NRC .55	BET-154	Panels	24 x 24 x 5/8	0.55	33	33%	—	16	64	45	20
		PBT-154	Panels	24 x 24 x 5/8	0.55	35	44%	Yes*	16	64	70	20
		BET-194	Panels	24 x 48 x 5/8	0.55	35	33%	—	8	64	45	20
Narrow Reveal											
	NRC .55	BET-150	Panels	24 x 24 x 5/8	0.55	33	33%	—	8	6	52	20

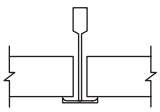
Baroque Metric		FORMAT	DIMENSIONS (MM)	NRC	CAC	RECYCLED CONTENT	UL FIRE-RATED	PIECES/ CARTON	SQ. M/ CARTON	LBS./ CARTON	CARTONS/ PALLET
Metric Trim											
	NRC .55	BET-2067M	Panels	500 x 1500 x 15	0.55	35	33%	—	8	6	52	20

Baroque Customline		FORMAT	DIMENSIONS (IN)	NRC	CAC	RECYCLED CONTENT	UL FIRE-RATED	PIECES/ CARTON	SQ. FT./ CARTON	LBS./ CARTON	CARTONS/ PALLET
Reveal											
	NRC .55	BQCL-224	Panels	24 x 48 x 3/4	0.55	35	33%	—	8	64	55	16
	NRC .50	BQCL-448	Panels	24 x 48 x 3/4	0.50	35	33%	—	8	64	55	16
		BQCL-812	Panels	24 x 48 x 3/4	0.50	35	33%	—	8	64	55	16
		PBQCL-224	Panels	24 x 48 x 3/4	0.50	40	44%	Yes*	8	64	75	16
Narrow Reveal											
	NRC .55	BQCLN-224	Panels	24 x 48 x 3/4	0.55	35	33%	—	8	64	55	16
	NRC .50	BQCLN-448	Panels	24 x 48 x 3/4	0.50	35	33%	—	8	64	55	16
		BQCLN-812	Panels	24 x 48 x 3/4	0.50	35	33%	—	8	64	55	16

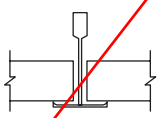
* Protectone®: A fire-resistive ceiling when used in applicable UL/ULC assemblies. Protectone product is indicated by a Yes in the UL Fire-Rated column.

CAN'T FIND A SIZE? Contact your local Sales Representative or call 800-233-8990

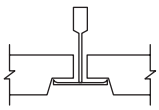
Edge Details



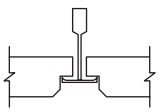
Trim
9/16" EZ Stab
Elite Narrow



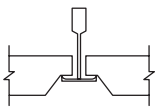
Trim
15/16" EZ Stab
Classic



Reveal Beveled
15/16" EZ Stab
Classic

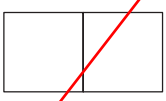


Narrow Reveal Corner Bevel
9/16" EZ Stab
Elite Narrow

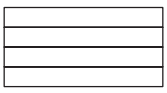


Narrow Reveal Beveled
9/16" EZ Stab
Elite Narrow

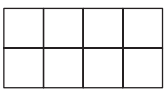
Customline Scoring Options



24 x 48
(BQCL-224 / PBQCL-224)



24 x 48
(BQCL-448)



24 x 48
(BQCL-812)




Customline 224


Customline 448


Customline 812

Physical Data

MATERIAL
Mineral Fiber

FLAME SPREAD/SMOKE DEV.
Per ASTM E84 — CAN/ULC S102
Flame Spread: 25 or less
Smoke Developed: 50 or less
(Class A per ASTM E1264)

ASTM E1264 CLASSIFICATION
ASTM E1264-22: Type III, Form 2, Pattern D
ASTM E1264-23: Type A, Form A1.2, Pattern D

VOC EMISSIONS
Independently certified compliant with California Department of Public Health CDPH/EHLB/Standard Method Version 1.2, 2017.

MOLD/MILDEW RESISTANCE
BioShield® treatment included for added mold and mildew resistance (Customline only).

MAINTENANCE
Wipe with a soft cloth or vacuum with brush attachment.

BAROQUE CUSTOMLINE WARRANTY
10-year 104/90 Limited Warranty increases to 30 years when installed with CertainTeed suspension systems. Full warranty information can be found at certainteed.com/warranty.

BAROQUE WARRANTY
1-year Limited Warranty

SAINT-GOBAIN

CertainTeed

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20 Moores Road, Malvern, PA 19355 800-233-8990 certainteed.com

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FIRE RESISTANCE TIME-RATED DESIGNS

UL FIRE RESISTIVE ASSEMBLIES

Fire Ratings specified in this section pertain to UL Classifications which are based on standard test method ANSI/UL263, ASTM E119, UBC 7-1, NFPA 251, CAN/ULC - S101M

FLOOR/CEILING ACOUSTICAL ASSEMBLIES[1]

Type of construction	Maximum time rating (hrs)	UL design number	Concrete thickness (in.)	Panel or tile size (in.)	Panel type[2]	Edge detail allowed[3]	Panel or tile thickness (in.)	Minimum fixture area (ft^2/100 ft^2)	Maximum duct area (in^2/100 ft^2)	Grid system
Concrete on metal lath or corrugated steel deck, steel joists	2	G208	2-1/2	24 x 24 24 x 36 24 x 48 24 x 60 20 x 60	Wet-Felted/G2	T, R, G	5/8 3/4	25	576	15/16˝ FireSecure Stab
Concrete on metal lath, steel joists	2	G218	2-1/2	24 x 24 24 x 36 24 x 48	Wet-Felted/G2	T, R, G	5/8 3/4	25	576	15/16˝ FireSecure Stab
Concrete on metal lath, steel joists	2	G248	2-1/2	24 x 24 24 x 36 24 x 48	Wet-Felted/G2	T, R, G	5/8 3/4	—	—	15/16˝ FireSecure Stab
Concrete on metal lath or corrugated steel deck, steel joists	2	G255	2-1/2	24 x 48 20 x 60	Wet-Felted/G2	T, R, G	5/8 3/4	24	576	15/16˝ FireSecure Stab
Wood deck	1	L201	—	24 x 24 24 x 36 24 x 48	Wet-Felted/G2	T, R	5/8 3/4	8	25	15/16˝ FireSecure Stab

ROOF/CEILING ACOUSTICAL ASSEMBLIES[1]

Type of construction	Maximum time rating (hrs)	UL design number	Concrete thickness (in.)	Panel or tile size (in.)	Panel type[2]	Edge detail allowed[3]	Panel or tile thickness (in.)	Minimum fixture area (ft^2/100 ft^2)	Maximum duct area (in^2/100 ft^2)	Grid system
BUR, modified or single-ply over steel deck, steel joists	1	P204	—	24 x 24 24 x 36 24 x 48	Wet-Felted/G2	T, R	5/8 3/4	16	57	15/16˝ FireSecure Stab
BUR, modified,single-ply or metal over steel deck, steel joists	1.5	P259	—	24 x 24 24 x 36 24 x 48 20 x 60	Wet-Felted/G2	T, R	5/8 3/4	24	576	15/16˝ FireSecure Stab
BUR, modified or single-ply over gypsum concrete, steel joists	1	P260	—	24 x 48	Wet-Felted/G2	T	5/8 3/4	16	288	15/16˝ FireSecure Stab
BUR, modified or single-ply over cellular, vermiculite or perlite concrete, steel joists	1	P261	—	24 x 24 24 x 36 24 x 48 20 x 60	Wet-Felted/G2	T	5/8 3/4	24	113	15/16˝ FireSecure Stab
BUR, modified or single-ply over insulating concrete, steel deck, steel joists	1	P264	2-1/4	24 x 48	Wet-Felted/G2	T	5/8 3/4	24	255	15/16˝ FireSecure Stab
BUR, modified, single-ply or metal over mineral fiber or gypsum boards, steel deck, steel joists	2	P266	—	24 x 48	Wet-Felted/G2	T	5/8 3/4	24	576	15/16" FireSecure Stab

PANEL AND TILE TYPES:

1. Class A, B or C roof coverings may be applied directly to the concrete or wood surface of floor/ceiling designs being used as roof/ceiling designs without a reduction of the fire resistance rating.
2. Wet-Felted/G2: Wet–Felted Protectone® – Baroque™, Baroque Customline®, Cashmere®, Directional Fissured, Fine Fissured, Fine Fissured Customline, School Board®.
3. Edge Detail Types: T = Trim (Square) Edge; R = Reveal Edge; G = Reveal Edge, Grooved Face (Customline).

The information contained in this table is intended only to be used as a guide. For detailed time-rated assembly information, refer to the latest Underwriters Laboratories Inc. Fire Resistance Directory (ul.com).

ULC FIRE RESISTIVE ASSEMBLIES

Fire ratings specified in this section pertain to ULC Classifications which are based on standard test method ANSI/UL 263, ASTM E 119, UBC 7-1, NFPA 251, CAN/ULC – S101M

FLOOR/CEILING ACOUSTICAL ASSEMBLIES[1]

Type of construction	Maximum time rating (hrs)	ULC design number	Concrete thickness (mm)	Panel or tile size (mm)	Panel or tile type[2]	Edge detail allowed[3]	Panel or tile thickness (mm)	Minimum fixture area (m^2/10 m^2)	Maximum duct area (m^2/10 m^2)	Grid system
Concrete on corrugated steel deck	2	D203	—	600 x 600 600 x 1200 500 x 1500	Wet-Felted/G2	T	16	2.5	0.035	15/16″ FireSecure Stab
Concrete on corrugated steel deck	2	D205	—	600 x 1200 500 x 1500	Wet-Felted/G2	T	16	2.5	—	15/16″ FireSecure Stab
Concrete on metal lath, steel joists	2	G208	—	600 x 600 600 x 1200 600 x 1500 500 x 1500	Wet-Felted/G2	T	16	2.5	0.4	15/16″ FireSecure Stab
Concrete on metal lath, steel joists	2	G218	—	600 x 600 600 x 1200 500 x 1500	Wet-Felted/G2	T	16	2.5	0.4	15/16″ FireSecure Stab
Concrete on metal lath, steel joists	2	I210	—	600 x 600 600 x 1200 500 x 1500	Wet-Felted/G2	T	16	—	—	15/16″ FireSecure Stab
Concrete on metal lath, steel joists	1	I211	—	600 x 600 600 x 1200 500 x 1500	Wet-Felted/G2	T	16	0.8	0.017	15/16″ FireSecure Stab
Wood deck	1	L201	—	600 x 600 600 x 1200 500 x 1500	Wet-Felted/G2	T	16	0.8	0.02	15/16″ FireSecure Stab

ROOF/CEILING ACOUSTICAL ASSEMBLIES[1]

Type of construction	Maximum time rating (hrs)	ULC design number	Concrete thickness (mm)	Panel or tile size (mm)	Panel or tile type[2]	Edge detail allowed[3]	Panel or tile thickness (mm)	Minimum fixture area (m^2/10 m^2)	Maximum duct area (m^2/10 m^2)	Grid system
BUR, modified or single-ply over steel deck, steel joists	1	R224	—	600 x 600 600 x 1200	Wet-Felted/G2	T	16	1.6	0.21	15/16″ FireSecure Stab

PANEL AND TILE TYPES:

1. Class A, B or C roof coverings may be applied directly to the concrete or wood surface of floor/ceiling designs being used as roof/ceiling designs without a reduction of the fire resistance rating.
2. Wet-Felted/G2: Wet-Felted Protectone® – Baroque™, Baroque Customline®, Cashmere®, Directional Fissured, Fine Fissured, Fine Fissured Customline, School Board®.
3. Edge Detail Types: T = Trim (Square) Edge; R = Reveal Edge; G = Reveal Edge, Grooved Face (Customline).

The information contained in this table is intended only to be used as a guide. For detailed time-rated assembly information, refer to the latest Underwriters Laboratories Inc. Fire Resistance Directory (ul.com).

Plummer
1320 S University Drive #300
Fort Worth, Texas 76107
P: 8188061700

Project: 1442-005-02 South Wastewater Treatment Plant
302 Cliff Hestand Road
Sherman, Texas

RFI #684: MSB Fire Rated Ceiling Impacts and Design Information Needed

Revision	0	**Status**	Open
To	Kevin Colwell (Carollo) *(Response Required)* Quentin Geile (Plummer) Janessa Antunovich (Carollo) Michele Hollenbaugh (Carollo)	**From**	Alyssa OBrien (Plummer)
Date Initiated	Jul 14, 2025	**Due Date**	Jul 17, 2025
Location	Membrane Support Building	**Project Stage**	Course of Construction
Cost Impact	Yes (Unknown)	**Schedule Impact**	Yes (Unknown)
Spec Section	09 51 13 - Acoustical Panel Ceilings	**Cost Code**	
Drawing Number	A-001, A-550, A-552	**Reference**	
Linked Drawings			
Suggested Solution		**Change Order Required?**	
Received From			
Copies To	Brian Beach (Plummer), Alyssa OBrien (Plummer)		

SUGGESTED SOLUTION

Contractor Suggested Solution	See proposed solution on the RFI attached

Activity

Question

Question from Alyssa OBrien Plummer *on Monday, Jul 14, 2025 at 08:58 AM CDT*

See attached RFI

Attachments
COSK-KWT-DNG-RFI-0540.00.RFI.00.02.pdf

Official Response

Response from Quentin Geile Plummer *on Tuesday, Jul 22, 2025 at 09:54 AM CDT*

Contractor has already installed the soffit panels proposed and extended the sheetrock up to the decking. This is sufficient for fire-protection. The conduits are protected by the soffit. Modifications shall be at no additional cost to the Owner.

Official Response

Response from Kevin Colwell Carollo *on Monday, Jul 14, 2025 at 09:50 AM CDT*

Detailed drawings must be submitted for review and approval prior to installation of the shaft wall shroud with fire damper. Alternatively, a pre-manufactured fire-rated enclosure, such as those provided by EZBarrier or equivalent, may be used.

All Replies

Response from Quentin Geile Plummer *on Tuesday, Jul 22, 2025 at 09:54 AM CDT*

Contractor has already installed the soffit panels proposed and extended the sheetrock up to the decking. This is sufficient for fire-protection. The conduits are protected by the soffit. Modifications shall be at no additional cost to the Owner.

Response from Kevin Colwell Carollo *on Monday, Jul 14, 2025 at 09:50 AM CDT*

Detailed drawings must be submitted for review and approval prior to installation of the shaft wall shroud with fire damper. Alternatively, a pre-manufactured fire-rated enclosure, such as those provided by EZBarrier or equivalent, may be used.

RFI			
Project Name:	South Wastewater Treatment Plant - MBR	**Project Tracker No.**	1422-005-02
Contract No.:	1513-U	**Plummer CPM:**	Sherri van der Wege
RFI Name/Subject:	MSB Fire Rated Ceiling Impacts and Design Information Needed	**Requested Response Date:**	07-14-2025
Contractor:	Kiewit Water Facilities South	**Contractor PM:**	Kory Kyllo
RFI Key Contact:	Michael Walczyk	**Key Contact Phone:**	604-230-0600
Subcontractor/Vendor:	Kiewit, OSI, MDM Mechanical, Alterman, Dobbs Coatings		
Specification Section:	09 51 13, 09 53 00		
Secondary Discipline:	☒ Architectural ☐ Civil ☒ Electrical ☒ HVAC ☐ Instrumentation & Controls ☐ Proc/Mech ☐ Plumbing ☐ Structural		
Reference Drawing(s):	A-001, A-550, A-552		
RFI No.:	COSK-KWT-DNG-RFI-0540 ☐ New Submittal ☐ Resubmittal ☒ RFI		
RFI Contents:	☐ Shop Drawing ☐ Administrative ☐ As-Builts ☐ Sample ☐ *Product Data* ☒ *Additional Information* ☐ *O&M*		
Impacts:	☒ Cost ☒ Schedule		

Question/Issue:

1. Per Sheet A-550 – Note (1) – Hallway is required to have a 1 hour separation per IBC 2018 Table 1020.1 – Corridor Fire Resistance Rating. As currently designed, the perimeter hallway walls are not full height walls (e.g. - Do not stop at the underside of the roof structure) and stop at the underside of the interior metal deck mezzanine as shown on the structural drawings. The current design leaves an unrated deck and void above the hallway corridor thus not creating a continuous rated barrier. No drawings, details, or specifications have been provided on how to provide a rated corridor ceiling.
    i. The Reflected Ceiling plan on Sheet A-552 states to use ACT in the Hallway. The same Finish Tag that is specified for the Control Room and Office Room. Specification Section 09 51 13 - 2.1B states to use fire retardant ceiling tile. This is the only ceiling tile that is specified for the project.
    ii. Fire retardant and fire-rated are related but distinct concepts when applied to ceiling tiles. Fire retardant materials are treated to resist ignition and slow the spread of flames, while a fire-rated assembly (including ceiling tiles) is tested and certified to withstand fire exposure for a specific duration, such as 1 hour or 2 hours. A fire-rated ceiling is a complete assembly, including tiles, grid, and other components, designed to prevent fire spread and protect occupants.
    iii. Contractor and ceiling subcontractor submitted COSK-OSI-DNG-RFI-0001 to propose and get clarification on what product to use for fire-rated ceilings in the corridor. The Engineer's response to the RFI, shown below, is not sufficient and does not provide the Contractor with a code-compliant constructable design for which to build. There are still numerous issues that require formal direction from the Engineer.

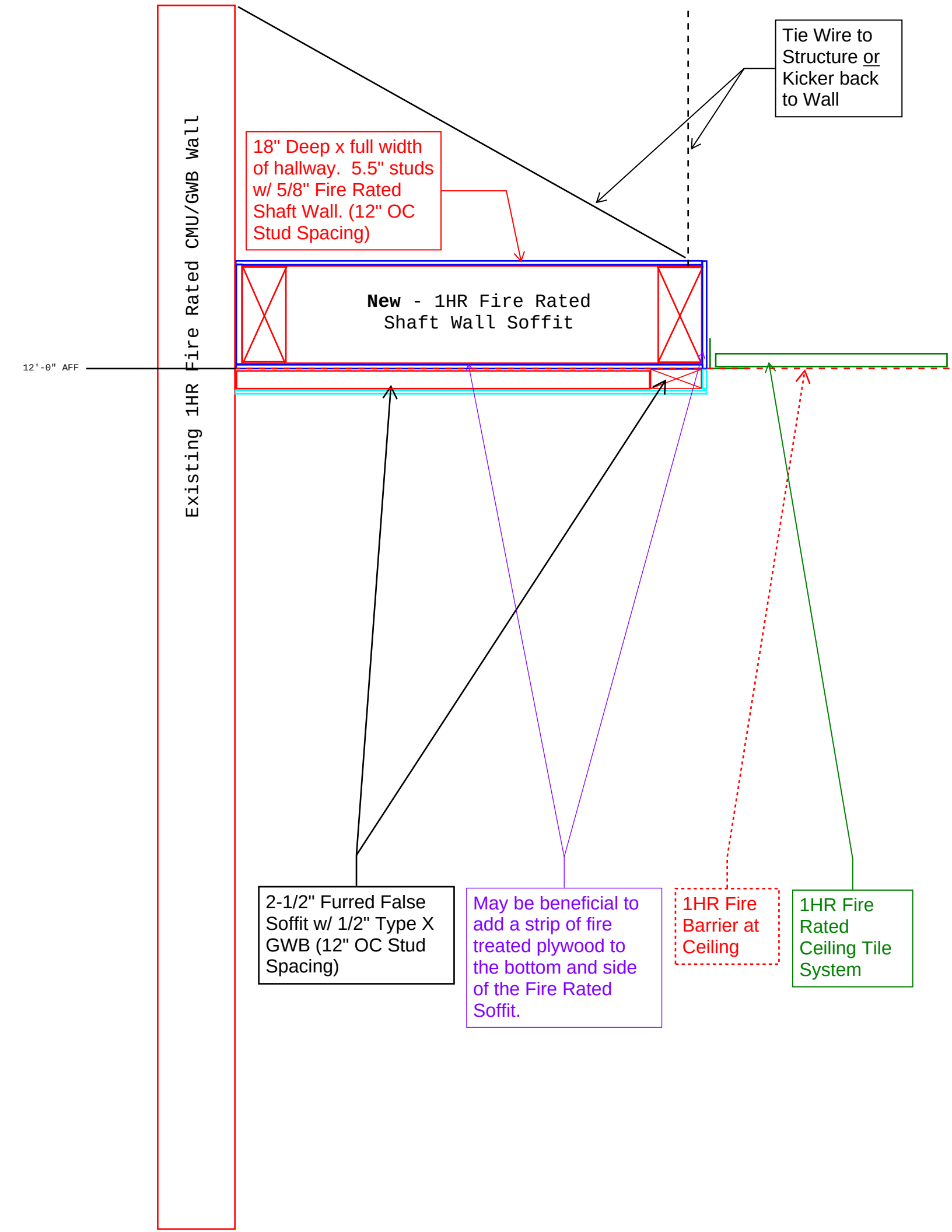
> "The proposed acoustic ceiling tile is acceptable. The contractor is responsible for ensuring that the ceiling tiles are installed as part of a tested and compliant fire-rated ceiling assembly. The assembly must comply with fire and smoke provisions of IBC chapter 7. The contractor is responsible for the coordination of penetrations through the ceiling tiles and providing a proper UL rated seal at each penetration location per the UL requirements and details."

2. Contractor requests a response for each item below. A proposed solution has been provided for some of the items:
    i. Masonry Walls/Structural Elements
        1. No details have been provided for how to firestop the head of wall at all masonry walls to provide a 1HR fire rating. Please provide a detail and UL Assembly number that is required to be met for this assembly.
        2. Please confirm whether any structural members that pass through the fire walls are required to have a fire rated coating installed on them. None are shown.
    ii. Fire Rated Ceiling/Soffit Assembly
        1. Fire Rated Soffit Assembly above CMU Wall Doors in Hallway
            a. As shown, there are non-rated furred wall assemblies in front of Rated CMU Wall Assemblies at doorways 500-D103-01, 500-D103-02, 500-D103-03 with surface mounted conduit for multiple devices. Changing the Acoustical Ceiling Tile (ACT) from fire retardant to fire rated means that the ACT ceiling can no longer be installed on this furred wall. Since electrical conduits are already installed on this wall with cable pulled, terminated and devices installed, we are proposing that an 18" deep x full width of the hallway fire rated shaft wall soffit be installed over the top of each doorway. (See the attached detail). This will

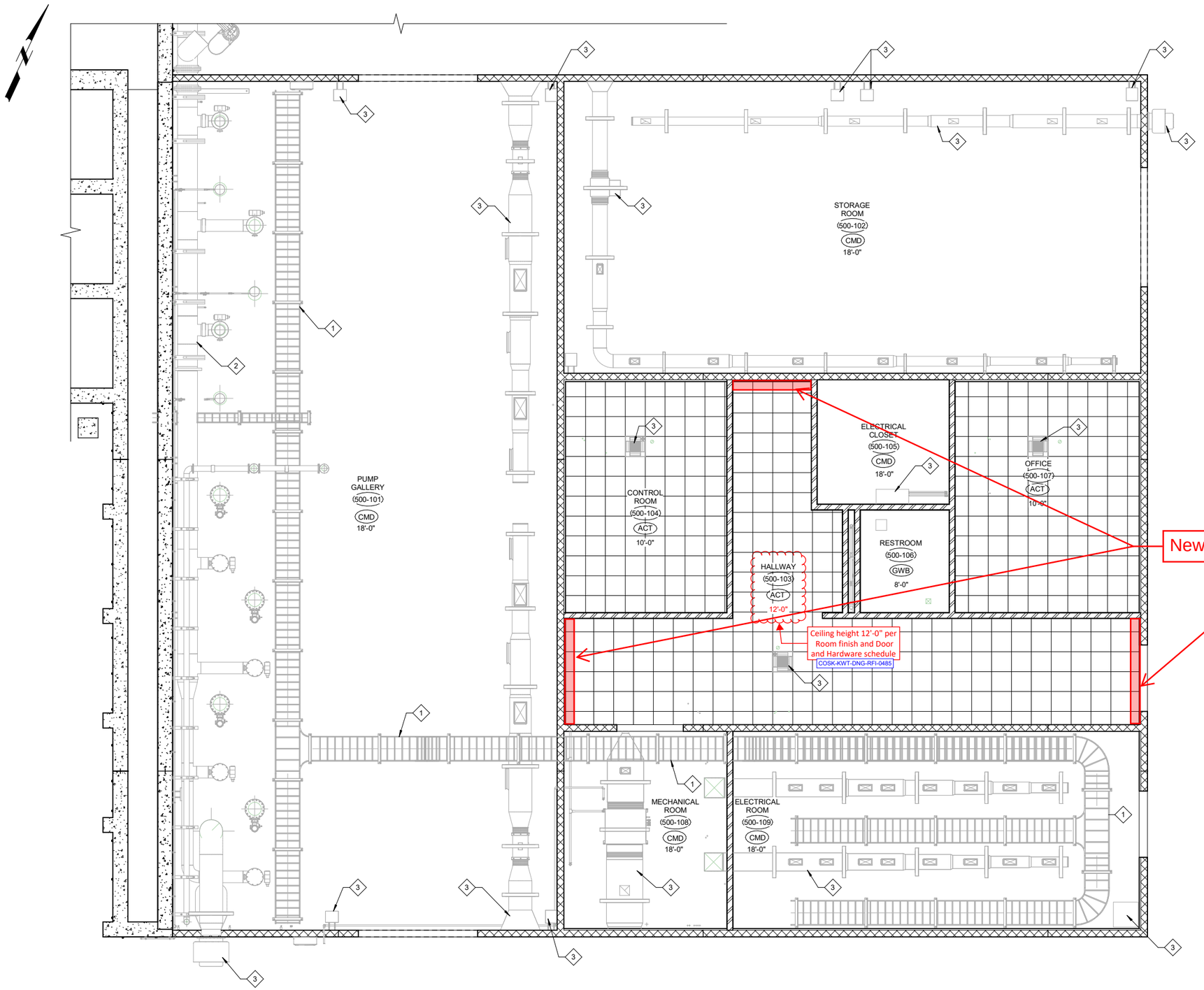
	allow for the installed conduits to remain in place without having to be removed and re-installed. The soffit will be painted to match the walls. Please confirm the proposed solution is acceptable. iii. Mechanical 1. The Mechanical Drawing shows a Fan Coil Unit located in the center of the hallway. Changing the Acoustical Ceiling Tile (ACT) from fire retardant to fire rated means either a new 1HR Fire Rated Fan Coil Unit will need to be procured or a Fire Rated GWB Shaft wall shroud will need to be installed around this new unit and all penetrations (Supply Refrigerant Line, Discharge refrigerant Line, Condensate Drain, Supply Duct) will require fire rating. This will require each penetration to be fire caulked and a fire damper to be installed in the 1HR fire rated shroud. A new Fan Coil Unit has a lead time of 12-16 weeks, and the fire rated shroud has a lead time of 2 Weeks. Please confirm construction of a new fire rated shroud around this unit is acceptable. It will be painted the same color as the wall. iv. Electrical 1. All fixtures located in the ceiling systems are not rated. Please provide the product data and detail for how to installed and fire rate the light fixtures in the ceiling.
Proposed Solution:	Proposed solutions listed above.

☒ Contractor hereby certifies that (i) Contractor has complied with the requirements of Contract Documents in preparation, review and submission of designated RFI and (ii) the RFI is completed and in accordance with the Contract Documents and requirements of laws and regulations and governing agencies.
Contractor (Authorized by): Michael Walczyk

RFI Package Response Status (Approved, Rejected, Response as Noted):	
RFI Status:	
Comments:	See attached response


Existing 1HR Fire Rated CMU/GWB Wall
12'-0" AFF
Tie Wire to Structure or Kicker back to Wall
18" Deep x full width of hallway. 5.5" studs w/ 5/8" Fire Rated Shaft Wall. (12" OC Stud Spacing)
New - 1HR Fire Rated Shaft Wall Soffit
2-1/2" Furred False Soffit w/ 1/2" Type X GWB (12" OC Stud Spacing)
May be beneficial to add a strip of fire treated plywood to the bottom and side of the Fire Rated Soffit.
1HR Fire Barrier at Ceiling
1HR Fire Rated Ceiling Tile System

ISSUED FOR CONSTRUCTION



REFLECTED CEILING
C PLAN
SCALE: 3/16" = 1'-0"

GENERAL NOTES:

1. REFERENCE DRAWING A-001 FOR ROOM FINISH AND DOOR AND HARDWARE SCHEDULES.
2. REFERENCE CIVIL DRAWINGS FOR GRADING, PAVING AND SIDEWALK REQUIREMENTS.
3. REFERENCE STRUCTURAL DRAWINGS FOR STRUCTURAL REQUIREMENTS.
4. REFERENCE MECHANICAL DRAWINGS FOR MECHANICAL REQUIREMENTS.
5. REFERENCE ELECTRICAL DRAWINGS FOR ELECTRICAL REQUIREMENTS.
6. REFERENCE HVAC DRAWINGS FOR HVAC REQUIREMENTS.
7. EXTERIOR CONCRETE MASONRY UNIT SHALL BE FINISHED WITH A WATER REPELLANT. REFERENCE SPECIFICATION SECTION 071900.

(#) KEY NOTES:

1. ELECTRICAL RACEWAY. REFERECNE ELECTRICAL DRAWINGS FOR REQUIREMENTS.
2. MECHANICAL EQUIPMENT, REFERENCE MECHANICAL DRAWINGS FOR REQUIREMENTS
3. HVAC EQUIPMENT, REFERENCE HVAC DRAWINGS FOR REQUIREMENTS

REFLECTED CEILING LEGEND:

*REFERENCE 'E' DRAWINGS FOR REQUIREMENTS
**REFERENCE 'HVAC' DRAWINGS FOR REQUIREMENTS

- (ACT) ACOUSTICAL CEILING SUSPENSION ASSEMBLY
- (GYP) GYPSUM BOARD CEILING, PAINTED
- (MCT) METAL DECK WITH CONCRETE TOPPING
- (CMD) COATED METAL DECK
- HVAC RETURN**
- HVAC SUPPLY**

*ELECTRICAL FIXTURES NOT SHOWN FOR CLARITY. REFERENCE E-558.

Applicable References:
GC-PLA-KWT-0133.00
WCD-007
COSK-KWT-DNG-RFI-0485
KIEWIT-RLR-000242

carollo
PLUMMER
1320 S UNIVERSITY DR, STE 300 | FORT WORTH, TX 76107
817.806.1700 | TBPE REGISTERED FIRM NUMBER F-13

NO.	DATE	REVISION	BY
0	04/15/24	ISSUED FOR CONSTUCTION	MEH

Sherman
CLASSIC TOWN. BROAD HORIZON.

CITY OF SHERMAN
SOUTH WASTEWATER TREATMENT PLANT - MBR

ARCHITECTURAL

MBR SUPPORT BUILDING REFLECTED CEILING PLAN

REGISTERED ARCHITECT MICHELE E. HOLLENBAUGH 29 TEXAS

Digitally signed by Michele E. Hollenbaugh
Contact Info: 428 Gilmer St. Sherman, TX 75090
Engineering F-1386
Date: 2024.04.15

IF THIS BAR DOES NOT MEASURE ONE INCH, DRAWING IS NOT TO LABELED SCALE

DESIGNED	MEH
DRAWN	JA
CHECKED	MEH
REVIEWED	MEH
Seq.	of

Dwg. No. A-552

Project Number

Plummer
1320 S University Drive #300
Fort Worth, Texas 76107
P: 8188061700

Project: 1442-005-02 South Wastewater Treatment Plant
302 Cliff Hestand Road
Sherman, Texas

Submittal #09 29 00-1.0 - Intumescent Coating System - MBR Support Building Hallway
09 29 00 - Gypsum Board

Revision	0	**Submittal Manager**	Brian Beach (Plummer)
Status	Open	**Date Created**	Aug 26, 2025
		Spec Section	09 29 00 - Gypsum Board
Responsible Contractor	Keiwit Construction	**Received From**	
		Submit By	Aug 26, 2025
Final Due Date	Sep 6, 2025	**Lead Time**	
		Cost Code	
Location	Membrane Support Building	**Type**	
Submittal Package			
Kiewit Submittal Number			
Disclaimer			
Approvers	Brian Beach (Plummer), Janessa Antunovich (Carollo), Carol Cavaness (Carollo), Quentin Geile (Plummer), Michele Hollenbaugh (Carollo), Brian Beach (Plummer)		
Ball in Court	Brian Beach (Plummer)		
Distribution	Alyssa OBrien (Plummer), Greg Bradley (Plummer), Quentin Geile (Plummer)		
Description	See attached submittal		
Variance Request	none	**Contractor Submittal Quality Control Reviewer**	yes

Submittal Workflow

Name	Sent Date	Due Date	Returned Date	Response	Attachments
General Information Attachments					COSK-KWT-DNG-SUB-0410.00.IFS.00.01.pdf
Brian Beach	Aug 26, 2025	Aug 27, 2025	Aug 26, 2025	Forward for Engineer review	
Janessa Antunovich	Aug 26, 2025	Aug 29, 2025	Sep 2, 2025	For Record Only	
Comment	1. What is the extend of the coating? Is it just in the hallway or is it covering the underside of the entire metal deck? 2. There shall be no additional cost to the contract for the change to the intumescent coating system.				
Carol Cavaness	Aug 26, 2025	Aug 29, 2025		Pending	
Quentin Geile	Aug 26, 2025	Aug 29, 2025		Pending	

Name	Sent Date	Due Date	Returned Date	Response	Attachments
Michele Hollenbaugh	Aug 26, 2025	Aug 29, 2025		Pending	
Brian Beach	Sep 2, 2025	Sep 6, 2025		Pending	

Submittal

Project Name:	South Wastewater Treatment Plant – MBR		
Contract No.:	1513-U	**Project Tracker No.**	1422-005-02
Submittal Name:	Intumescent Coating System - MBR Support Building Hallway	**Plummer CPM:**	Paula Monaco
Contractor:	Kiewit Water Facilities South	**Contractor PM:**	Kory Kyllo
Submittal Key Contact:	John Lavelle	**Key Contact Phone:**	562-325-2645
Subcontractor/Vendor:	Kiewit		
Specification Section:	09 29 00		
Secondary Discipline:	☒ Architectural ☐ Civil ☐ Electrical ☐ HVAC ☐ Yard Pipe ☐ Startup & Commissioning ☐ Instrumentation & Controls ☐ Proc/Mech ☐ Plumbing ☐ Structural		
Submittal No.:	COSK-KWT-DNG-SUB-0410 ☒ New Submittal ☐ Resubmittal ☐ Additional Information		
Submittal Contents:	☐ Shop Drawing ☐ Administrative ☐ As-Builts ☐ Sample ☒ *Product Data* ☒ *Additional Information* ☐ *O&M*		

Item No.	DESCRIPTION OF ITEM SUBMITTED (specification section and/or type, size, model number, etc.)	No. Copies/ (Electronic/ Hardcopy)	CONTRACT REFERENCE DOCUMENT	
			Spec ¶ No. and Paragraph	Drawing Sheet No.
1	CAFCO SprayFilm WB 3-ASTM E84- 2014			
2	CAFCO SprayFilm WB 3-ASTM D4541- 2014			
3	CAFCO SprayFilm WB 3-ASTM D4060 (2)- 2014			
4	CAFCO SprayFilm WB 3-ASTM D4060- 2014			
5	CAFCO SprayFilm WB 3-ASTM D2794 @ 2 and 3 mm- 2012			
6	CAFCO SprayFilm WB 3-ASTM D2240- 2014			
7	2014 – CAFCO SprayFilm WB 3- EPA Method 24 (VOC)			
8	CAFCO SprayFilm WB 3_C-TDS_ 10-19			
9	SDS- CAFCO-SPRAYFILM-WB3-US-EN-221215			
10	WB3-Short-Form-Dual-Branding- 10-24-19			
11	BXUV.D601- Fire-Resistance Ratings- ANSI/UL 263 -2019			
12	BXUV.N635 - Fire-Resistance Ratings- ANSI/UL 263 -2019			
13	BXUV.N653- UL Product iQ - 2020			
14	BXUV.X649- Fire-Resistance Ratings- ANSI/UL 263- 2019			
15	BXUV.Y614 - Fire-Resistance Ratings- ANSI/UL 263- 2019			
16	BXUV.Y622 - Fire-Resistance Ratings- ANSI/UL 263- 2019			
17	UL Evaluation Report			

☒ Contractor hereby certifies that (i) Contractor has complied with the requirements of Contract Documents in preparation, review and submission of designated submittal and (ii) the submittal is completed and in accordance with the Contract Documents and requirements of laws and regulations and governing agencies.
Contractor (Authorized by): Joseph Garcia

Deviations or Associated Submittals:

Submittal Package Response Status (APP, AAN, RAR, NAPP, INF):

Submittal Response Comments: Approved

Report On
Surface Burning Characteristics Determined By ASTM E84/ (UL 723) Twenty-Five Foot Tunnel Furnace Test Method

PREPARED FOR:

Isolatek International

41 Furnace Street
Stanhope, NJ

TEST NUMBER T-14435

MATERIAL TESTED:

CAFCO® Spray Film WB 3

DATE OF ISSUE 2/7/2014

I. SCOPE

This report contains the reference to the test method, purpose, test procedure, rounding procedures, preparation and conditioning of specimens, description of materials, test and post test observation data, and test results.

II. TEST METHOD

The test was conducted in accordance with ASTM E 84, "Standard Test Method for Surface Burning Characteristics of Building Materials." The 25-foot tunnel method is also described by NFPA 255 and UL 723.

III. PURPOSE

The purpose of the test is to determine the relative performance of the test material under standardized fire exposure. Results are given for Flame Spread and Smoke Developed Index. The values obtained from burning the test material represent a comparison with that of 1/4" inorganic reinforced cement board expressed as zero and red oak flooring expressed as 100.

The flame spread results of 25-foot tunnel tests are frequently used by building code officials and regulatory agencies in the acceptance of interior finish material for various applications. The most widely accepted classification system is epitomized by the National Fire Protection Association Life Safety Code, NFPA 101:

Class A*	0 - 25	flame spread	0-450 smoke developed
Class B*	26 - 75	flame spread	0-450 smoke developed
Class C*	76 - 200	flame spread	0-450 smoke developed

*Class A, B and C correspond to I, II and III, respectively, in other code references.

This flame spread classification system is based on the premise that the higher the flame spread numbers, the greater the fire spread potential. The actual relationship between the numbers developed under this test and life safety from fire has not been adequately established.

IV. TEST PROCEDURE NOTES

The furnace was preheated to a minimum of 150°F as measured by an 18 AWG thermocouple embedded in cement 1/8" below the floor surface of the chamber, 23-1/4' from the centerline of the ignition burners. The furnace was then cooled to 105°F (± 5°F) as measured by a thermocouple embedded 1/8" below the floor surface of the test chamber 13' from the fire end.

Prior 10-minute tests with 1/4" inorganic reinforced cement board provided the zero reference for flame spread. Periodic 10-minute tests with unfinished select grade red oak flooring provided for the 100 reference for flame spread and smoke developed as noted in Section III.

A. Flame Spread

The flame spread distance is observed and recorded at least every 15 seconds or every 2 feet of progression. The peak distance is noted at the time of occurrence. The flame spread distance is plotted over time. The total area under the flame spread distance-time curve is determined; flame front recessions are ignored. The flame spread is then calculated as a function of the area under the curve relative to the standard red oak curve area. The value for flame spread classification for the tested material may be compared with that of inorganic reinforced cement board and select grade red oak flooring.

B. Smoke Developed

The smoke developed during the test is determined by the reduction in output of a photoelectric cell. A light beam vertically orientated across the furnace outlet duct is attenuated by the smoke passing through the duct. The output of the photoelectric cell is related to the obscuration of the light source through the duct caused by the smoke. A curve is developed by plotting photoelectric cell output against time. The value of smoke developed is derived by calculating the net area under the curve for the test material and comparing this area with the net area under the curve for unfinished select grade 23/32" red oak flooring.

V. FLAME SPREAD AND SMOKE DEVELOPED ROUNDING PROCEDURES

Single test calculated flame spread and smoke developed values are rounded to the nearest multiple of 5 and reported as the Flame Spread or Smoke Developed Index. Actual test values are available on request.

For multiple tests, the individual calculated flame spread and smoke developed values are recorded, averaged, and the results rounded to the nearest multiple of 5. The averaged, rounded number is reported as the Flame Spread or Smoke Developed Index.

VI. PREPARATION AND CONDITIONING OF TEST SAMPLES

Three or four sections are generally used in the preparation of a complete test specimen which is 20-1/2" wide and 24' long. Materials 8' in length may be tested by using three sections 20-1/2" wide by 8' long for a total specimen length of 24'. A 14" length of uncoated 16 gauge steel sheet is used to make up the remainder of the test specimen; it is placed at the fire end of the test chamber. Prior to testing, three 8' long sections of 1/4" inorganic reinforced cement board are placed on the back side of the specimens to protect the furnace lid assembly. Test specimens are conditioned at a controlled temperature of 73.4°F ($\pm$ 5°F) and a controlled relative humidity of 50 $\pm$ 5 percent.

VII: MATERIAL TESTED

1)	Manufacturer:	Isolatek International Stanhope NJ
2)	Burn Number:	1
3)	Average Thickness(in.):	0.442
4)	Average Weight (lbs./sq.ft.):	2.886
5)	Average Groove Depth (in.):	
6)	Product Description:	CAFCO® Spray Film WB 3 1.5mm coating. Weights and thicknesses include 1/2" hardiebacker cement board.
7)	Color:	White
8)	Surface:	Face Side
9)	Sample Selection:	Manufacturer
10)	Date of Selection:	2/7/2014
11)	Material Description By:	Manufacturer
12)	Method of Mounting:	Self-Supporting
13)	Days in Conditioning:	0

VIII: TEST CONDITIONS AND DATA

1)	Specimen Preheat Time (min.)	2:00
2)	Tunnel Brick Temp (deg. F):	102
3)	Ignition Time (seconds):	
4)	Time to End of Tunnel or Flamefront Distance:	DNI
5)	Time-Distance Curve Area (min./ft.):	0.1
6)	Fuel and Temperature	
	a) Fuel (cu.ft./min.):	5.133
	b) Max. Vent End Temp. (deg.F):	604
	c) Time to Max. Temp (min.):	9:52
7)	After Flaming:	No

IX: TEST RESULTS

Test results calculated on the basis of the area under the curves of flame spread distance and smoke developed versus time are provided in the table below for calibration materials and for:

CAFCO® Spray Film WB 3

Material Description	Flame Spread Index	Smoke Developed Index
High Density Inorganic Reinforced Cement Board	0	0
Red Oak Flooring	100	100
T-14435	0	20

Observations:

Charring to 10'. Blistering to 24'.

Remarks:

The sample consisted of four pieces 60" long and one pieces 48" long laid end-to-end.

Conclusions:

Meets Class A, Flame Spread Index 25 or less and Smoke Developed Index 450 or less.

REPORT PREPARED BY:

Tom Wilson

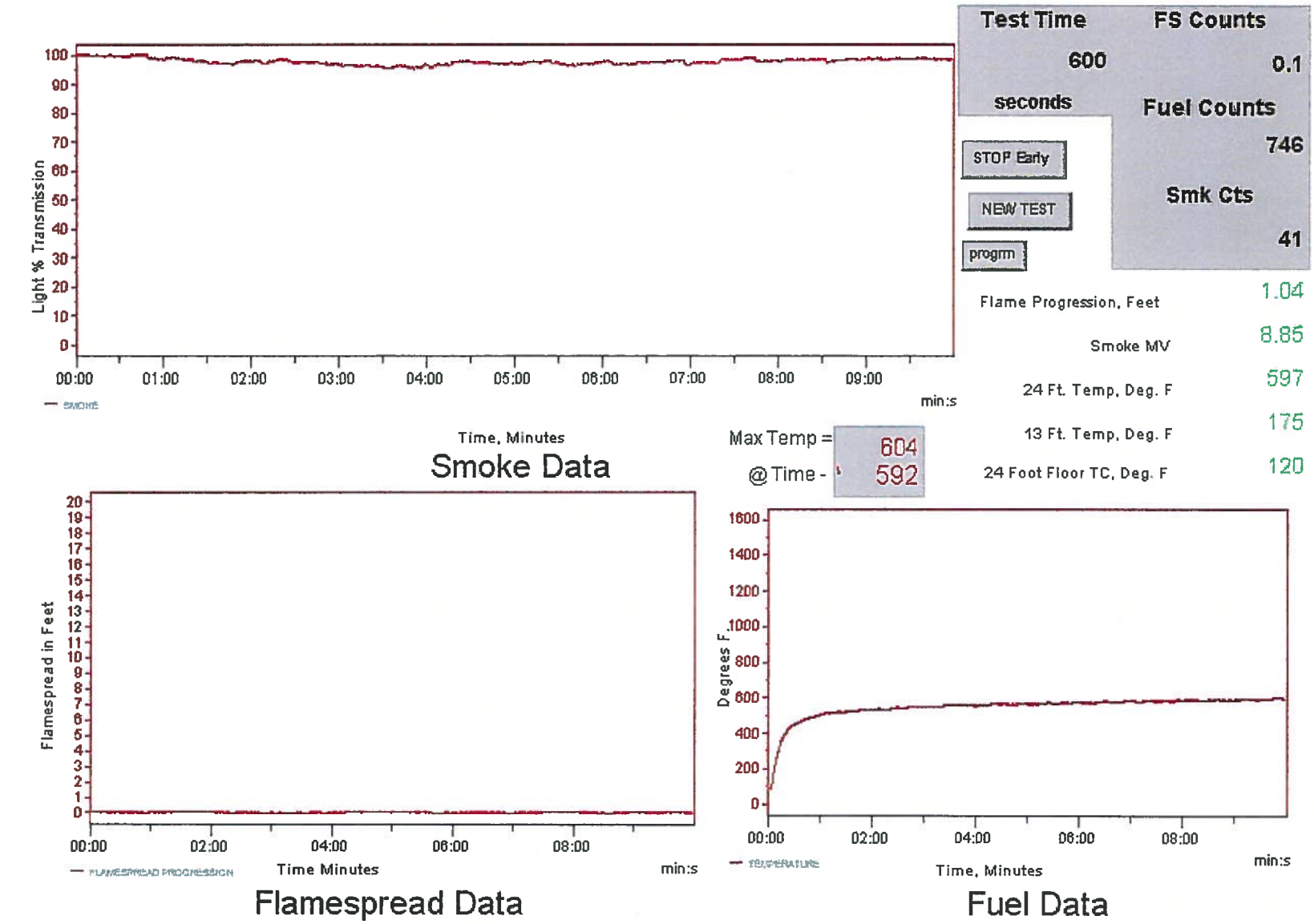
Manager of Fire Testing

REPORT REVIEWED BY:

Brian Sause

Director of Testing, Standards, and Certification

Conformance to the test standard is verified by a registered professional engineer. This is a factual report of the results obtained from laboratory tests of sample products. The results may be applied only to the products tested and should not be construed as applicable to other similar products of the manufacturer. The HPVA does not verify the description of materials and products when the description is provided by the client. The report is not a recommendation or a disapprobation by the Hardwood Plywood and Veneer Association of the material or product tested. While this report may be used for obtaining product acceptance; it may not be used in advertising.



HPVA LABORATORIES – TESTING AND CERTIFICATION SERVICES
1825 Michael Faraday Drive, Reston, Virginia 20190 TEL: 703-435-2900 FAX: 703-435-2537

LABORATORY ACCREDITATION

The HPVA has met the requirements of the International Accreditation Service, Inc. (IAS) Accreditation Criteria for Testing Laboratories (AC89), has demonstrated compliance with ANSI/ISO/IEC Standard 17025:2005, *General criteria for the competence of testing and calibration laboratories,* and is accredited for the ASTM E84 and other test methods listed in the approved scope of accreditation: Testing Laboratory TL-224.

The HPVA's product certifications, inspections, and test procedures are accredited by IAS and the HPVA has demonstrated compliance with ISO/IEC 17025, 17020, and Guide 65. These accreditations and the HPVA's test reports are recognized by the International Code Council (ICC) to satisfy testing requirements specified in the model building codes adopted by state and local jurisdictions which include but are not limited to The International Building Code (IBC), International Residential Codes (IRC), and International Fire Code (IFC).

HPVA FLAME SPREAD PROPERTY VERIFICATION PROGRAM

The Hardwood Plywood & Veneer Association provides a product property verification program for flame spread properties. This program is based on the selection and testing of panels within a given marketing line on the basis of that combination of factors that theoretically should give the highest flame spread values. Such factors as panel thickness, specific gravity, color of stain, type of lamination, surface texture, and product mix are taken into consideration in the selection of flame spread samples.

While it is standard procedure to include smoke developed values in test reports, the HPVA label identifies only the flame spread class. The HPVA label is evidence that the marketing line has been tested and inspected in accordance with the HPVA Flame Spread Inspection and Verification Program Procedures.

The HPVA label displayed below indicates conformance of the tested samples to the Type II glue bond requirements as set forth in ANSI/HPVA HP-1-2009 Standard For Hardwood And Decorative Plywood, and conformance to Flame Spread Class C (200 or less) as determined by the test procedures described in ASTM E 84. Depending on the type of product, the label may also include other information such as structural and formaldehyde emission ratings.

<table>
<tr><td colspan="3">HARDWOOD PLYWOOD VENEER ASSOCIATION</td></tr>
<tr><td rowspan="2">BOND LINE
TYPE II
ANSI/HPVA
HP-1-2009</td><td rowspan="2">HARDWOOD PLYWOOD AND VENEER ASSOCIATION
hpva
®

MILL 00
SPECIALTY GRADE</td><td>FLAME SPREAD
200 OR LESS
CLASS C
ASTM E 84</td></tr>
<tr><td>SIMULATED
DECORATIVE
FINISH ON
PLYWOOD</td></tr>
</table>

TEST REPORT -12174

Assured Testing Services

198 River Road Ridgway, PA 15853 USA
Ph: (814) 773-3224 Fax (814) 773-3225
michelesinger@assuredtestingservices.com

Material Testing Laboratory

TESTING CERT# 2012.01

ISO 17025 Certified

CLIENT BILL TO

BILL TO: NJSTANHOP--0932 OurSupplier ID
Isolatek International
41 Furnace Street

Stanhope NJ 07874
USA Supplier Code
Attn: Ph: 973-347-1200 x 209

CLIENT SENT TO

SENT TO: NJSTANHOP--0932 OurSupplier ID
Isolatek International
41 Furnace Street

Stanhope NJ 07874
USA Supplier Code
Attn: Ph: 973-347-1200 x

Test Report#: 12174 **Entry Date:** Monday, February 03, 2014 **Contact:** Frank Voris

PO#: Letter of Transmittal 1/30/14

Pull Off Adhesion Testing IAW ASTM D4541.

See attached photos.

Part Test Information

PART NUMBER	LOT NUMBER	S#	SAMPLE DESCRIPTION

TEST SPECIFICATION NAME	TEST PROCEDURE NAME	HOURS	CYCLES

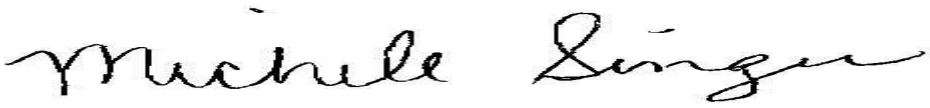
TEST RESULTS	INDATE	OUTDATE	TESTCNT	RETCNT	REQ	COMP	REQ	HOURS	COMP
6" x 6" Coated Plate Thickness 1.59mm									
Unspecified									
Adhesion ASTM D4541-09e1 Pull-off Adhesion Bond Strength									
	05-Feb-14	**10-Feb-14**	**1**	**0**					

CAFCO ® Spray Film WB3

Results: 485 PSI average for 3 pulls. Failure mode is intracoat adhesion failure.

Requirements: Report results. No pass/fail criteria provided.

Michele Singer



Quality Assurance Administrator

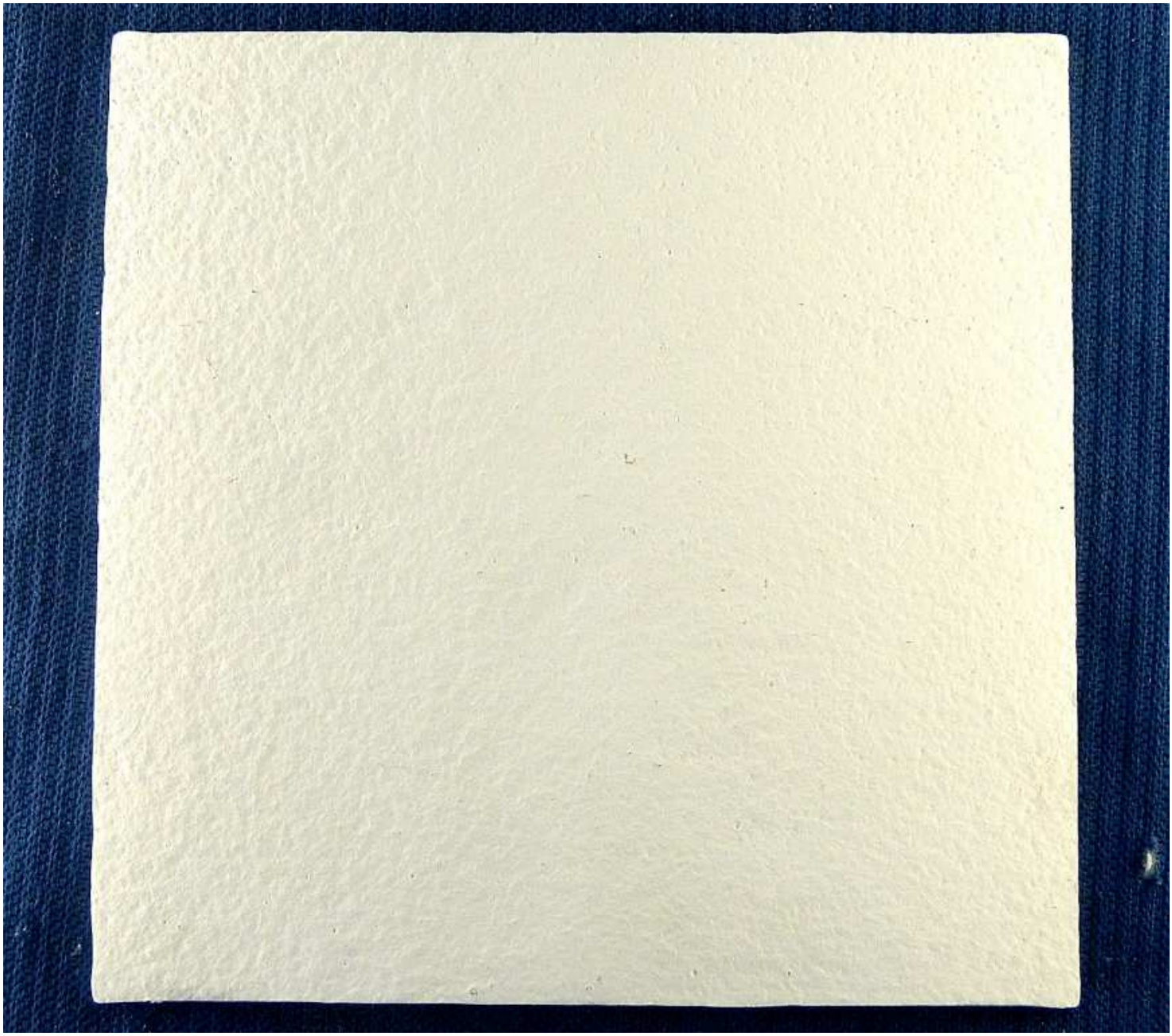
Revision# 1.10 Date 12/16/10

End Of Report

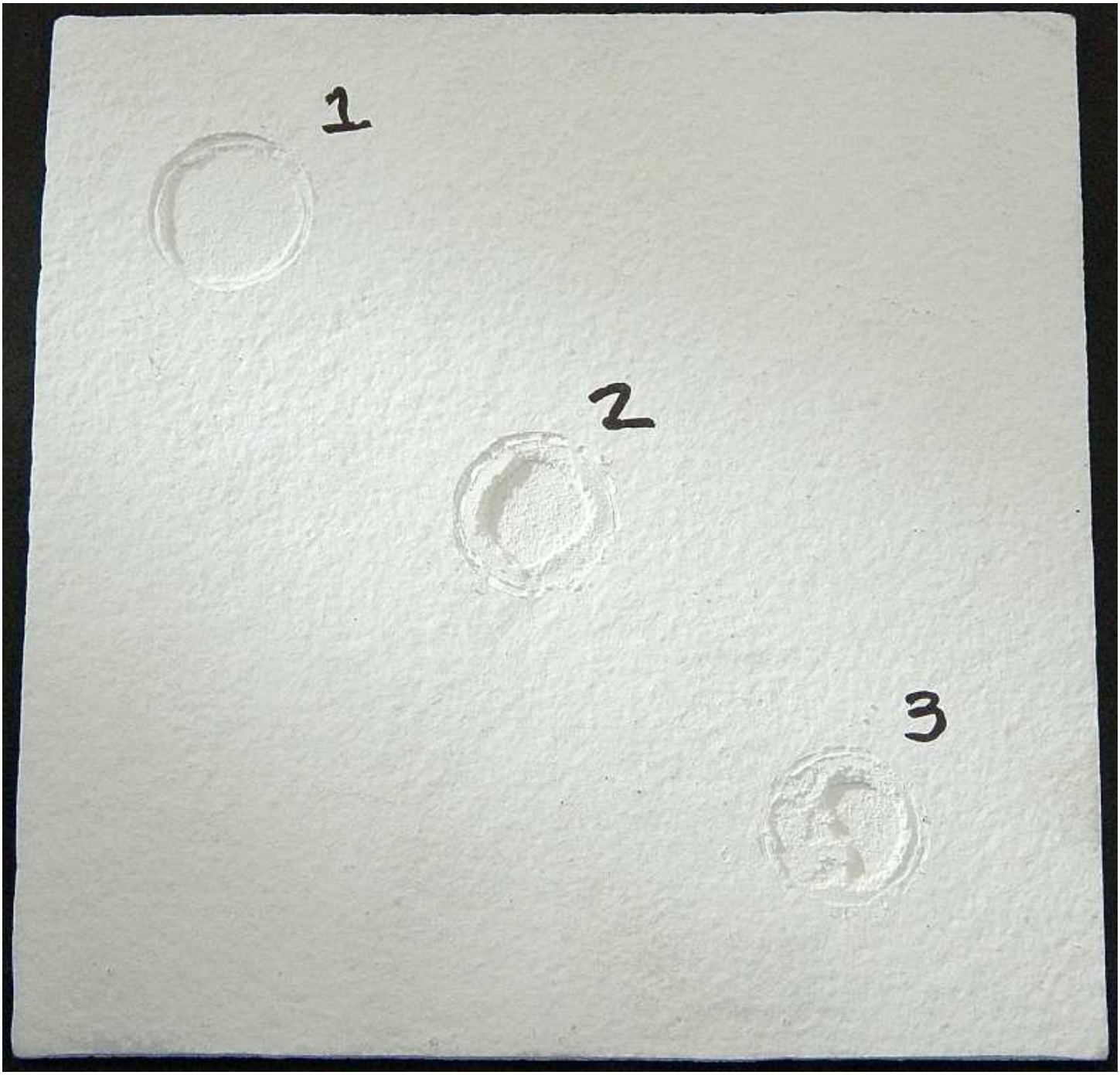
The results stated above relate only to the specific items tested. Information and statements in this report are derived from material, information, and/or specifications furnished by the client and exclude any expressed or implied warranties as to the fitness of material tested or analyzed for any particular purpose or use. This report is confidential property of our client and may not be used for advertising purposes. This report shall not be reproduced except in full, without written approval of this laboratory. This recording of false, fictitious or fraudulent statements or entries on this document may be punished as a felony. Sample remnants are retained for a minimum of 6 months following issuance of test results, at which point they will be discarded unless notified in writing by the client. Any client claims or damages arising from the use of information in this report are strictly limited to the cost of the services provided by Assured Testing Services.

Assured Testing Services, Ridgway, PA
TR 12174 Isolatek International

Photo of CAFCO ® Spray Film WB3 sample tested IAW ASTM D4541-09e1 Pull-off Adhesion Bond Strength



Sample before pull-off adhesion testing. See above.



Sample after pull-off adhesion testing. See above

End of photo page

TEST REPORT -12176

Assured Testing Services

198 River Road Ridgway, PA 15853 USA
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michelesinger@assuredtestingservices.com

Material Testing Laboratory

TESTING CERT# 2012.01

ISO 17025 Certified

CLIENT BILL TO

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Isolatek International
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Stanhope NJ 07874
USA Supplier Code
Attn: Ph: 973-347-1200 x

Test Report#: 12176 **Entry Date:** Monday, February 03, 2014 **Contact:** Frank Voris

PO#: Letter of Transmittal 1/30/14

Abrasion Testing IAW ASTM D4060.

See attached photos.

Part Test Information

PART NUMBER	LOT NUMBER	S#	SAMPLE DESCRIPTION

TEST SPECIFICATION NAME	TEST PROCEDURE NAME	HOURS	CYCLES

TEST RESULTS	INDATE	OUTDATE	TESTCNT	RETCNT	REQ	COMP	REQ	HOURS	COMP
4" x 4" Coated Plate Thickness 1.46mm (total weight 140g)			**CAFCO ® Spray Film WB3**						
Unspecified			Abrasion ASTM D4060-10 Method Taber						
	06-Feb-14	**06-Feb-14**	**1**	**0**			**1000**		**1000**

Results: 0.110 g mass loss.

Requirements: Report results. No pass/fail criteria provided. Samples tested using CS 10 wheels, 1000 g load for 1000 cycles.

Michele Singer



Quality Assurance Administrator

Revision# 1.10 Date 12/16/10

End Of Report

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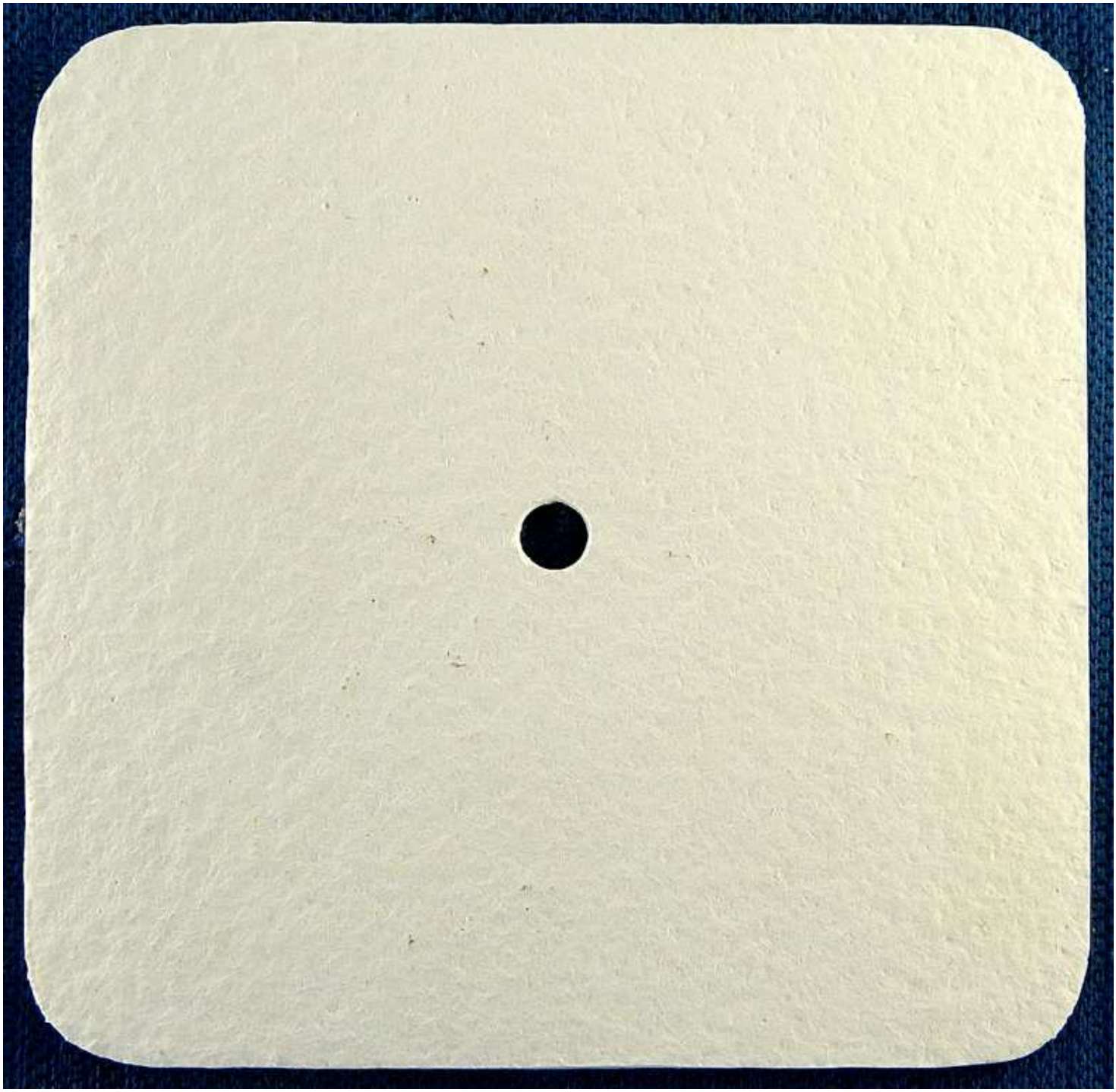
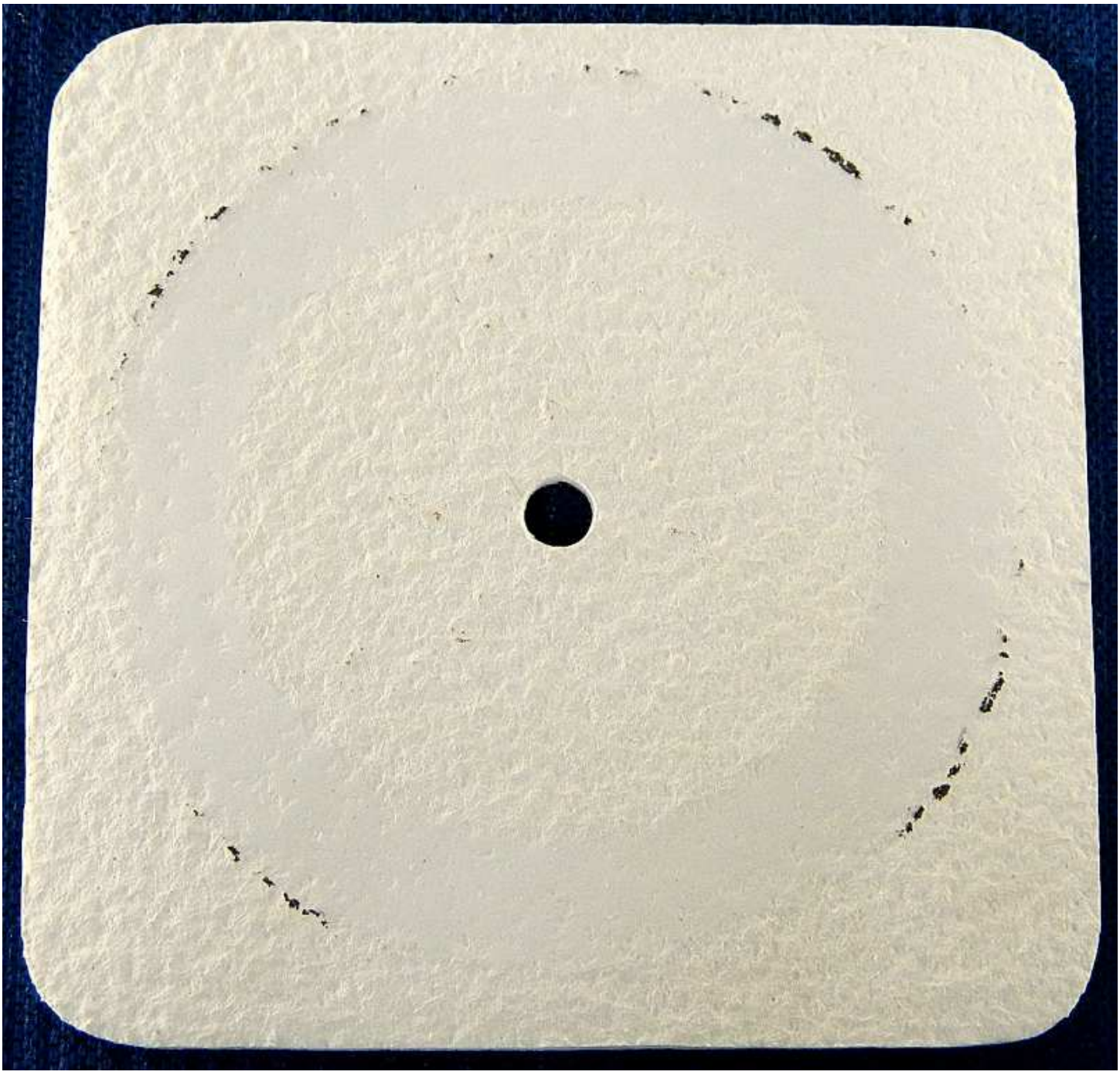
Assured Testing Services, Ridgway, PA
TR 12176 Isolatek International

Photo of CAFCO ® Spray Film WB3 sample exposed IAW ASTM D4060-10 - Abrasion exposure



Sample before abrasion testing exposure. See above.



Sample after abrasion testing exposure. See above

End of photo page

CLIENT: Isolatek International
41 Furnace Street
Stanhope, NJ 07874
Attn.: Rudy Jagnandan

Test Report No: 3414636ML01R3	**Date:** 31 March 2014

Note: This report supersedes previous report 3414636ML01R2 and was revised to correct the sample description.

SAMPLE ID: Two (2) samples identified by the client as: CAFCO® SprayFilm® WB 3™

DATE OF RECEIPT: 14 February 2014

TESTING PERIOD: 18 February 2014

TESTS REQUESTED: The submitted samples were tested for Abrasion Resistance in accordance with the procedures outlined in ASTM D4060-10.

TEST RESULTS: Refer to Page 2.

PREPARED BY:

Andrew Franzonia, Technician
Materials Lab

SIGNED FOR AND ON BEHALF OF
SGS NORTH AMERICA INC.

J. Sherrier, CPLP, Lab Manager
Packaging & Materials Lab

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CLIENT: Isolatek International

RESULTS:

ABRASION RESISTANCE
ASTM D4060-10

Specimen	Wear Index	Weight Loss	Applied Thickness
	1000 * mg/cycle	grams	mm
1	187	0.187	1.41
2	182	0.182	1.45
Avg.	**185**	**0.185**	**1.43**

Notes: Specimen ID: 3-7/8" x 3-7/8" CAFCO® SprayFilm® WB 3™ – Color: White
Abrasive Wheel: Taber CS-10
Weight: 1000 Grams
No. of Cycles: 1000
Equipment: 050/28, 82-11294255, 82-11299939

****

End of Report

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Advanced Plastic & Material Testing, Inc.

42 Dutch Mill Road
Warren Road Business Park
Ithaca, NY 14850
www.apmtesting.com
PHONE: (607)257-8378 FAX: (607)257-1586

CERTIFIED TEST REPORT

APM Report P120759A

Prepared for:

Frank Voris
Isolatek International
41 Furnace Street
Stanhope, NJ 07874
USA

P.O. Prepaid

Prepared by:

Joseph Gagnon
Project Analyst

Reviewed by:

Joshua Wanagel
Lab Manager

November 19, 2012

Quality System: APM Testing maintains a quality system in compliance with ISO 17025-2005 and is accredited by the American Association for Laboratory Accreditation (A2LA), testing laboratory certificates 0326.01 & 0326.02.

Procedures: All tests and services are done in accordance with the APM Quality Manual, revised October 2012. Pratt & Whitney related work is also done in accordance with the PWA Manual F23.

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Retention: Samples are retained for 60 days minimum and then discarded unless otherwise specified by the client.

Limited Liability: APM Testing's liability to the client or any third party is limited to the amount charged for services provided.

Signatures: This report is considered an official copy only if signed by the individuals specified on the lines above.

SUMMARY

The WB 3, 2mm sample had an impact strength of 160 inch pounds.

The WB 3, 3mm sample had an impact strength of 280 inch pounds.

The samples were coated onto an 11 gauge substrate instead of the standard 24 gauge substrate.

RECEIVED

TWO (2) samples for impact testing:
CAFCO® SprayFilm® WB3™, 2mm Application
CAFCO® SprayFilm® WB3™, 3mm Application

IMPACT TEST RESULTS

Test Method:	ASTM D 2794-93 (Reapproved 2010)
Test Conditions:	23±2°C, 50±5% R.H.
Conditioning:	24+ hours, 23±2°C, 50±5% R.H.
Preparation:	As sent by client.
Coating Thickness:	~0.1 Inches.
Base Metal:	11 gauge metal
Punch Diameter:	0.500 inches

Sample	Impact Head (lbs)	Impact Failure Endpoint (in-lbf)
WB 3, 2mm, #4 - Impacted on coated side	8	160
Failure Mode: Coating deformed to reveal substrate		
WB 3, 3mm #2 - Impacted on coated side	8	280
Failure Mode: Coating deformed to reveal substrate		
Requirement		N/A

CLIENT: Isolatek International
41 Furnace Street
Stanhope, NJ 07874
Attn.: Rudy Jagnandan

Test Report No: 3469448ML01R1	**Date:** 24 April 2014

Note: This report supersedes previous report 3469448ML01 and was revised to update the Sample ID.

SAMPLE ID: One (1) sample identified as CAFCO® SprayFilm® WB 3

DATE OF RECEIPT: 10 April 2014

TESTING PERIOD: 10 April 2014

TESTS REQUESTED: The submitted sample was tested for Hardness (Shore D) in accordance with the procedures outlined in ASTM D2240-05(10).

TEST RESULTS: Continued on the following page.

PREPARED BY:

Andrew Franzonia, Technician
Materials Lab

SIGNED FOR AND ON BEHALF OF SGS NORTH AMERICA INC.

J. Sherrier, CPLP, Lab Manager
Packaging & Materials Lab

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CLIENT: Isolatek International

RESULTS:

HARDNESS
ASTM D2240-05(10)

Specimen	Hardness
	Shore D
1	67

Notes: Sample ID: CAFCO® SprayFilm® WB 3
Lab Environment: Temperature 23° C, Humidity 50 %
Specimen Conditioning: 48 hours minimum
Equipment: 048/16

****

End of Report

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American Research and Testing Inc.

14934 SOUTH FIGUEROA STREET
GARDENA CA 90248
(310) 538-9709 FAX (310) 538-9965
www.americanresearch.com

CLIENT: Isolatek International
41 Furnace St.
Stanhope NJ 07874

NUMBER
214-01-003-1
January 31, 2014

SUBJECT: VOC of the Cafco® SprayFilm® WB 3.

REFERENCE:
Tests and charges were authorized by Frank Voris on 01/13/2014.

SAMPLE DESCRIPTION:
The client submitted one sample container identified as Cafco® SprayFilm® WB 3.

REQUEST:
Determine the VOC content of Cafco® SprayFilm® WB 3 per EPA Method 24.

METHOD:
VOC of the sample was determined following the methodology specified in EPA Method 24. Volatile content was determined gravimetrically per ASTM D2369. Water content of the liquid was determined per ASTM D4017 by pyridine-free Karl Fischer titration. Density of the liquid was determined by ASTM D1475. VOC was calculated from these data.

RESULTS:

	% Non-volatile matter	% Water	Density (g/ml)	Wt % VOC	g VOC per liter of material	g VOC per liter of coating
Cafco® SprayFilm® WB 3	72.04 SE: 0.0735	27.40 SE:0.0692	1.395 SE: 0.0049	0.564	7.9	12.8

Matthew Doyle, B.S.
Chemist

SIGNED FOR THE COMPANY
by
Barbara Belmont, M.S.
President

CAFCO® SprayFilm® WB 3
(Americas)

ISOLATEK® Type WB 3
(Worldwide)

Intumescent Fireproofing

PRODUCT DESCRIPTION

CAFCO SprayFilm WB 3 / ISOLATEK Type WB 3 is a water-based, Intumescent Fire Resistive Material (IFRM) consisting of polyvinyl acetate resins and inorganic fillers designed for the fire protection of interior structural steel.

CAFCO SprayFilm WB 3 / ISOLATEK Type WB 3 gives architects the ability to design using steel that can be decorative and aesthetically pleasing. It can be top coated to match its surroundings and allows steel to be left exposed to view while providing the fire resistance rating.

PRODUCT ADVANTAGES

- *Water based intumescent coating with low VOC's*
- *Semi smooth architectural finish*
- *Can be finished with a wide variety of topcoat types and colors*
- *Quick, easy application and clean up*
- *Wide range of testing*
- *3-hour rated UL protected floor assembly*
- *Provides up to 4-hour fire resistance ratings in accordance with ANSI/UL 263, ASTM E119, CAN/ULC-S101 and BS 476 Parts 20-21*

PHYSICAL PERFORMANCE

It is important for fire protection materials to be able to withstand abuse. American Society for Testing and Materials (ASTM) test methods are used to evaluate the performance of intumescent materials when subjected to these various physical forces. CAFCO SprayFilm WB 3 / ISOLATEK Type WB 3 has been evaluated to meet rigorous industry test standards.

Physical Performance

Characteristic	ASTM Method	Laboratory Tested Performance*	
Abrasion Resistance	D4060	0.1105 g/ 1,000 cycles	
Bond Strength	D4541	485 psi (3,344 kPa)	
Durometer Hardness (Shore D)	D2240	67 Shore D	
Impact Resistance	D2794	160 inch-lb (18 Nm) @ 2 mm	
Surface Burning	E84	Flame Spread 0 Smoke Developed 20	Class A

* Values represent independent laboratory tests under controlled conditions.

Technical Data

Color	White
Density	12.0 lb/gal ±0.5
pH Value	7.5 to 8.5
Application Temperature	Min. 50°F (10°C), Max. 100°F (38°C)

FIRE TEST PERFORMANCE

CAFCO SprayFilm WB 3 / ISOLATEK Type WB 3 has been extensively tested for fire resistance and is rated for up to 4 hours for floor assemblies, beams, and columns.

- Classified by UL in accordance with ANSI/UL 263 (ASTM E119)
- Classified by UL in accordance with CAN/ULC-S101 (ASTM E119)
- Tested to BS 476 Parts 20-21

CAFCO SprayFilm WB 3 / ISOLATEK Type WB 3 has also been tested for surface burning characteristics in accordance with ASTM E84 and is rated Class A.

Flame Spread .....0 Smoke Developed 20

Type SprayFilm-WB 3 OR Type WB 3 File 16640

MASTIC COATING
FIRE RESISTANCE CLASSIFICATION SEE UL FIRE RESISTANCE DIRECTORY

CODE COMPLIANCES

CAFCO SprayFilm WB 3 / ISOLATEK Type WB 3 satisfies the requirements of the following:

- IBC® - INTERNATIONAL BUILDING CODE®
- City of Los Angeles (LADBS, Category 1 Material)
- NBC - National Building Code of Canada
- ICC-ES, AC23 and AC10 Requirements (UL ER13348-01)

MAJOR SPECIFICATIONS

CAFCO SprayFilm WB 3 / ISOLATEK Type WB 3 complies with the requirements of the following specifications:

- MasterSpec®, Section 078123 APPLIED FIREPROOFING (AIA)
- MasterFormat® 2014, Section 07 81 00 Applied Fireproofing (CSC,CSI)
- Unified Facilities Guide Specification, UFGS 07 81 00 Spray-Applied Fireproofing (USACE, NAVFAC, AFCEC, NASA)
- Master Construction Specifications, Number 07 81 00 Applied Fireproofing (VA)
- Code of Federal Regulations, Title 40 Protection of the Environment (EPA)
- PBS-P100, Facilities Standards for the Public Buildings Services (GSA)

APPLICATION

- A compatible primer must be applied to the steel substrate. Refer to the Primers for CAFCO SprayFilm / ISOLATEK Type WB Intumescent Fireproofing Technical Data Sheet.
- CAFCO SprayFilm WB 3 / ISOLATEK Type WB 3 can be brushed or sprayed, not rolled and is also available in a trowel grade formulation (CAFCO SprayFilm WB 3 TG / ISOLATEK Type WB 3 TG).
- The applied thickness of CAFCO SprayFilm WB 3 / ISOLATEK Type WB 3 will depend upon the specified fire rating and size / shape of the steel member to be protected.
- If desired, a finish coat may be applied in the desired color and finish directly over CAFCO SprayFilm WB 3 / ISOLATEK Type WB 3 in accordance with the guidelines noted in our Finish Coat Materials Technical Data Sheet.

Packaging/Storage

Packaging	5.0 U.S. gal (18.9 L) container
Net Contents	5.0 U.S. gal / 58 lbs (18.9 L / 26.3 kg)
Gross Weight (Approx)	61 lbs (27.6 kg)
Shelf Life	12 months in unopened sealed containers, properly stored.
Storage	Storage Temperature 33° F - 100° F (1° C - 38° C) Must protect from freezing and excessive heat. Store in a dry environment.

CAFCO SprayFilm WB 3 / ISOLATEK Type WB 3 Guide Specification

SECTION 078123 - Intumescent Fireproofing

The following is an outline/short language specification. Complete specifications for intumescent fire resistive materials are available on various media upon request.

PART 1 - GENERAL

1.1 Scope

1.1.1 This specification covers labor, materials, equipment, and application necessary for, and incidental to, the complete and proper installation of intumescent fire protection for application to steel structures and supports in accordance with all applicable requirements of contract documents.

1.1.2 This specification shall be supplemented by the applicable requirements of building codes, insurance rating organizations and all other authorities having jurisdiction.

1.2 Section Includes

1.2.1 Intumescent fire protection material.

1.2.2 Topcoat protective decorative finish.

1.3 Related Sections

1.3.1 SECTION 051200 – STRUCTURAL STEEL FRAMING

1.3.2 SECTION 053100 – STEEL DECKING

1.3.3 SECTION 072100 – THERMAL INSULATION

1.3.4 SECTION 078123 – INTUMESCENT FIREPROOFING

1.3.5 SECTION 078443 – JOINT FIRESTOPPING

1.4 References

1.4.1 Underwriters Laboratories (UL) Fire Resistance Directory.

1.4.2 Test Standards

A. UL 263 (ASTM E119) - Fire Tests of Building Construction and Materials.

B. ASTM E84 - Surface Burning Characteristics of Building Materials. Class A Rating Required; Flame Spread Maximum: 0 and Smoke Developed Maximum: 20.

C. ASTM D2240 – Durometer Hardness (Shore D). Minimum: 67 Shore D.

D. ASTM D2794 – Impact Resistance. 160 inch-lb (18 Nm).

E. ASTM D4060 – Abrasion Resistance. Maximum 0.110 grams/1000 cycles.

F. ASTM D4541 – Bond Strength. Minimum: 485 psi. (3344 kPa.)

1.4.3 Steel Structures Painting Council (SSPC) Surface Preparation Standards.

1.4.4 Material manufacturer's current published information including, but not limited to, application guide.

1.4.5 AWCI Technical Manual 12-B "Standard Practice for the Testing and Inspection of Field Applied Thin-Film Intumescent Fire-Resistive Materials; an Annotated Guide", Latest Edition.

1.5 System Description

1.5.1 The intumescent fire protection materials shall be applied at the required thickness to provide the UL fire resistive ratings.

1.6 Submittals

1.6.1 Manufacturer's Data: Submit manufacturer's specifications, including certification as may be required to show material compliance with contract documents.

1.7 Quality Assurance

1.7.1 Manufacturer - Company specializing in manufacturing fire protection products.

1.7.2 The intumescent fire resistive material shall be manufactured under the Follow- Up Service program of UL or ULC and bear the UL and/or ULC label (mark).

1.7.3 Applicator - A firm with expertise in the installation of fire resistive or similar materials. This firm shall be recognized or otherwise approved by fire resistive material supplier.

1.7.4 Product - The product shall be approved by the architect and applicable authorities having jurisdiction.

1.8 Delivery, Storage and Handling

1.8.1 Deliver materials to the project in manufacturer's unopened packages, fully identified as to trade name, type and other identifying data. Packaged materials shall bear the appropriate labels, seals and UL label (mark) for fire resistive ratings and shall be stored at temperatures between 33° F - 100° F (1° C - 38° C), in a dry interior location away from direct sunlight. PROTECT FROM FREEZING.

1.9 Project/Site Conditions

1.9.1 When the temperature at the job site is less than 50° F (10° C), a minimum substrate and ambient temperature of 50° F (10° C) shall be maintained prior to, during, and a minimum of 72 hours after application. If necessary for job schedule, the General Contractor shall provide enclosures and heat to maintain proper temperatures and humidity levels in the application areas.

1.9.2 In enclosed areas, ventilation must not be less than 4 complete air exchanges per hour until the material is dry.

1.9.3 Relative humidity shall not exceed 85% throughout the total period of application and drying for the intumescent fire resistive material, and must not exceed 85% throughout the application and drying for the protective decorative topcoat.

1.10 Sequencing and Scheduling

1.10.1 Applicator shall cooperate in the coordination and scheduling of fire protection work to avoid delays in job progress.

1.10.2 The installation of piping, ducts, conduit or other suspended equipment shall not commence until the application of the thin-film fire resistive material is complete in that area.

PART 2 - PRODUCTS

2.1 Compatible Metal Primer

2.1.1 Primer shall be approved by manufacturer and applied in full accordance with the primer manufacturer's written instructions.

2.2 Intumescent Fire Protection System

2.2.1 The intumescent fire resistive material shall be CAFCO® SprayFilm® WB 3 / ISOLATEK® Type WB 3 as supplied by Isolatek International or CAFCO / ISOLATEK Industries.

2.2.2 Intumescent fire resistive material shall be applied in accordance with drawings and/or specifications, and shall have been tested in accordance with the procedures of UL 263 or ASTM E119 or CAN/ULC-S101, and reported by Underwriters Laboratories or Underwriters Laboratories of Canada only.

2.3 Decorative Topcoating

2.3.1 Topcoat materials shall be as required for color-coding, aesthetics or additional surface protection, and approved by the thin-film fire resistive material manufacturer.

PART 3 - EXECUTION

3.1 Preparation

3.1.1 All surfaces to receive thin-film fire resistive material shall be clean, dry and free of oil, grease, loose mill scale, dirt, dust or other materials which would impair bond of the thin-film fire resistive material to the surface. Any cleaning of the surfaces to receive fire resistive material shall be the responsibility of the General Contractor or steel erector, as outlined in the structural steel section.

3.1.2 Confirm compatibility of surfaces to receive thin-film fire resistive material. Steel surfaces shall be primed with a compatible primer approved by the thin-film fire resistive material manufacturer.

3.1.3 Provide masking, drop cloths or other suitable coverings to prevent overspray onto surfaces not intended to be coated with intumescent coating.

3.2 Application

3.2.1 The thin-film fire resistive material shall be applied at the required dry film thickness per the appropriate UL design number.

3.3 Mock Up

3.3.1 Before proceeding with the work, the applicator shall apply the thin-film fire resistive material to a section witnessed by the architect's or owner's representative. The application shall be subject to their approval and shall be used as a guide for texture and thickness of the finished work.

3.4 Clean Up and Repair

3.4.1 Upon completion of installation, all excess material, overspray and debris shall be cleared and removed from the job site.

3.4.2 All patching of and repair to thin-film fire resistive material, due to damage by other trades, shall be performed under this section and paid for by the trade responsible for the damage. Patching shall be performed by applicators recognized or otherwise approved by the manufacturer.

3.5 Inspection and Testing

3.5.1 In addition to continuous Wet Film Thickness checks performed by applicator during application, the installed intumescent material shall be inspected by a qualified independent testing laboratory for thickness in accordance with the AWCI Technical Manual 12-B "Standard Practice For The Testing and Inspection Of Field Applied Thin-Film Intumescent Fire-Resistive Materials; an Annotated Guide", Second Edition, before application of the topcoat.

3.5.2 The results of the above tests shall be made available to all parties at the completion of each area and approved prior to the application of topcoat.

ISOLATEK INTERNATIONAL is registered with the AIA Continuing Education System (AIA/CES)

We support our customers with unsurpassed technical expertise and customer service, complemented by an extensive global network of experienced sales representatives and recognized applicators. For detailed product information or for the name of the sales representative in your area please contact us.

The performance data herein reflect our expectations based on tests conducted in accordance with recognized standard methods under controlled conditions. The applicator, general contractor, property owner and/or user MUST read, understand and follow the directions, specifications and/or recommendations set forth in Isolatek International's publications concerning use and application of these products, and should not rely merely on the information contained in this Technical Data Sheet. Isolatek International is not responsible for property damage, bodily injuries, consequential damages, or losses of any kind that arise from or are related to the applicator's general contractor's, or property owner's failure to follow the recommendations set forth in Isolatek International's publications. The sale of these products shall be subject to the Terms and Conditions set forth in the Company's invoices.

CAFCO® SPRAYFILM® WB 3 – WB 3 TG

Safety Data Sheet

according to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

Date of issue: 21 November 2019 Revision date: 15 December 2022 Version: 1.0

SECTION 1: Identification

1.1 Identification

Product form : Mixture

Trade name : CAFCO® SPRAYFILM® WB 3 – WB 3 TG

1.2. Recommended use and restrictions on use

Use of the substance/mixture : For professional use only

1.3. Supplier

Distributor:
United States Mineral Products Company dba Isolatek International
41 Furnace Street
Stanhope NJ 07874
Toll Free: 1 800 631 9600

Manufacturer:
Key Polymer Corporation
17 Shepard Street
Lawrence, MA 01843 USA

1.4. Emergency telephone number

Emergency number : CHEMTREC 1 800 424 9300 (North America), +1 703 527 3887 (International)

SECTION 2: Hazard(s) identification

2.1. Classification of the substance or mixture

GHS US classification

Not classified

2.2. GHS Label elements, including precautionary statements

GHS US labeling

No labeling applicable

2.3. Other hazards which do not result in classification

Other hazards not contributing to the classification : This product contains greater than 0.1% by weight titanium dioxide. Titanium dioxide inhalation studies in rats indicate that there is sufficient evidence that inhalation of excessive amounts of titanium dioxide is carcinogenic in the lungs of experimental animals. Titanium dioxide is classified as “Group 2B (possibly carcinogenic to humans)” by IARC. Titanium dioxide is in a form that is not available for respiration.

2.4. Unknown acute toxicity (GHS US)

Not applicable

SECTION 3: Composition/Information on ingredients

3.1. Substances

Not applicable

3.2. Mixtures

Name	Product identifier	%	GHS US classification
Titanium dioxide	(CAS-No.) 13463-67-7	5 - 10	Carc. 2, H351

SECTION 4: First-aid measures

4.1. Description of first aid measures

First-aid measures general : Never give anything by mouth to an unconscious person. If you feel unwell, seek medical advice (show the label where possible).

First-aid measures after inhalation : If breathing is difficult, remove victim to fresh air and keep at rest in a position comfortable for breathing. Call a POISON CENTER or doctor/physician if you feel unwell.

First-aid measures after skin contact : If skin irritation or rash occurs: Wash off immediately with soap and plenty of water.

First-aid measures after eye contact : IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Obtain medical attention if irritation persists.

First-aid measures after ingestion : Rinse mouth. Do NOT induce vomiting. Call a poison center/doctor/physician if you feel unwell.

4.2. Most important symptoms and effects (acute and delayed)

Symptoms/effects : Not expected to present a significant hazard under anticipated conditions of normal use.

4.3. Immediate medical attention and special treatment, if necessary

Treat symptomatically.

SECTION 5: Fire-fighting measures

5.1. Suitable (and unsuitable) extinguishing media

Suitable extinguishing media : Use extinguishing media appropriate for surrounding fire.

Unsuitable extinguishing media : None known.

5.2. Specific hazards arising from the chemical

Fire hazard : Presents no particular fire or explosion hazard. On combustion, forms: carbon oxides (CO and CO2). Thermal decomposition can lead to the release of irritating gases and vapors.

Explosion hazard : No direct explosion hazard.

5.3. Special protective equipment and precautions for fire-fighters

Firefighting instructions : Use water spray or fog for cooling exposed containers. Exercise caution when fighting any chemical fire. Prevent fire-fighting water from entering environment.

Protection during firefighting : Do not attempt to take action without suitable protective equipment.

SECTION 6: Accidental release measures

6.1. Personal precautions, protective equipment and emergency procedures

6.1.1. For non-emergency personnel

Emergency procedures : Ventilate spillage area. Evacuate unnecessary personnel.

6.1.2. For emergency responders

Protective equipment : Do not attempt to take action without suitable protective equipment. For further information refer to section 8: "Exposure controls/personal protection".

Emergency procedures : Ventilate area.

6.2. Environmental precautions

Dispose in a safe manner in accordance with local/national regulations.

6.3. Methods and material for containment and cleaning up

Methods for cleaning up : Take up liquid spill into absorbent material. Soak up spills with inert solids, such as clay or diatomaceous earth as soon as possible. Collect spillage. Store away from other materials.

Other information : Dispose in a safe manner in accordance with local/national regulations.

6.4. Reference to other sections

For further information refer to section 8: "Exposure controls/personal protection". For disposal of residues refer to section 13 : "Disposal considerations".

SECTION 7: Handling and storage

7.1. Precautions for safe handling

Precautions for safe handling : Ensure good ventilation of the work station. Wear personal protective equipment.

Hygiene measures : Do not eat, drink or smoke when using this product. Always wash hands after handling the product. Wash hands and other exposed areas with mild soap and water before eating, drinking or smoking and when leaving work.

7.2. Conditions for safe storage, including any incompatibilities

Storage conditions : Store in a well-ventilated place. Keep cool. Keep container closed when not in use. Avoid extreme heat or cold. Store above freezing.

Incompatible materials : None known.

SECTION 8: Exposure controls/personal protection

8.1. Control parameters

CAFCO® SPRAYFILM® WB3 – WB3 TG	
No additional information available	

Titanium dioxide (13463-67-7)	
USA - ACGIH - Occupational Exposure Limits	
Local name	Titanium dioxide

ACGIH TWA (mg/m³)	10 mg/m³
Remark (ACGIH)	TLV® Basis: LRT irr. Notations: A4 (Not classifiable as a Human Carcinogen)
ACGIH chemical category	Not Classifiable as a Human Carcinogen
Regulatory reference	ACGIH 2019
USA - OSHA - Occupational Exposure Limits	
Local name	Titanium dioxide (Total dust)
OSHA PEL (TWA) (mg/m³)	15 mg/m³
Regulatory reference (US-OSHA)	OSHA Annotated Table Z-1
USA - IDLH - Occupational Exposure Limits	
US IDLH (mg/m³)	5000 mg/m³
USA - NIOSH - Occupational Exposure Limits	
NIOSH REL (TWA) (mg/m³)	2.4 mg/m³ (CIB 63-fine) 0.3 mg/m³ (CIB 63-ultrafine, including engineered nanoscale)

8.2. Appropriate engineering controls

Appropriate engineering controls : Ensure good ventilation of the work station.

Environmental exposure controls : Avoid release to the environment.

8.3. Individual protection measures/Personal protective equipment

Personal protective equipment:

Gloves. Safety glasses. Insufficient ventilation: wear respiratory protection.

Hand protection:

Impermeable protective gloves.

Eye protection:

Chemical goggles or safety glasses.

Respiratory protection:

In case of insufficient ventilation, wear suitable respiratory equipment

Personal protective equipment symbol(s):



Other information:

Do not eat, drink or smoke during use.

SECTION 9: Physical and chemical properties

9.1. Information on basic physical and chemical properties

Physical state : Liquid

Appearance : Viscous. Paste.

Color	:	White
Odor	:	Characteristic
Odor threshold	:	No data available
pH	:	8
Melting point	:	0 °C
Freezing point	:	No data available
Boiling point	:	100 °C
Flash point	:	No data available
Relative evaporation rate (butyl acetate=1)	:	No data available
Flammability (solid, gas)	:	Not applicable.
Vapor pressure	:	No data available
Relative vapor density at 20 °C	:	No data available
Relative density	:	No data available
Specific gravity / density	:	1.32 g/cm³
Solubility	:	No data available
Log Pow	:	No data available
Auto-ignition temperature	:	No data available
Decomposition temperature	:	No data available
Viscosity, kinematic	:	No data available
Viscosity, dynamic	:	No data available
Explosion limits	:	No data available
Explosive properties	:	No data available
Oxidizing properties	:	No data available

9.2. Other information

No additional information available

SECTION 10: Stability and reactivity

10.1. Reactivity

The product is non-reactive under normal conditions of use, storage and transport.

10.2. Chemical stability

Stable under normal conditions.

10.3. Possibility of hazardous reactions

No dangerous reactions known under normal conditions of use.

10.4. Conditions to avoid

None under recommended storage and handling conditions (see section 7).

10.5. Incompatible materials

None known.

10.6. Hazardous decomposition products

Under normal conditions of storage and use, hazardous decomposition products should not be produced.

SECTION 11: Toxicological information

11.1. Information on toxicological effects

Acute toxicity (oral)	:	Not classified (Based on available data, the classification criteria are not met)
Acute toxicity (dermal)	:	Not classified (Based on available data, the classification criteria are not met)
Acute toxicity (inhalation)	:	Not classified (Based on available data, the classification criteria are not met)

Titanium dioxide (13463-67-7)	
LD50 oral rat	> 10000 mg/kg
LD50 dermal rat	> 10000 mg/kg

Skin corrosion/irritation	:	Not classified (Based on available data, the classification criteria are not met) pH: 8
Serious eye damage/irritation	:	Not classified (Based on available data, the classification criteria are not met) pH: 8
Respiratory or skin sensitization	:	Not classified (Based on available data, the classification criteria are not met)
Germ cell mutagenicity	:	Not classified (Based on available data, the classification criteria are not met)
Carcinogenicity	:	Not classified (Based on available data, the classification criteria are not met) Titanium dioxide is in a form that is not available for respiration Melamine does not meet the HazCom 2012 criteria for classification as a carcinogen

Titanium dioxide (13463-67-7)	
IARC group	2B - Possibly carcinogenic to humans
In OSHA Hazard Communication Carcinogen list	Yes

Melamine (108-78-1)	
IARC group	2B - Possibly carcinogenic to humans

Reproductive toxicity	:	Not classified (Based on available data, the classification criteria are not met)
STOT-single exposure	:	Not classified (Based on available data, the classification criteria are not met)
STOT-repeated exposure	:	Not classified (Based on available data, the classification criteria are not met)
Aspiration hazard	:	Not classified (Based on available data, the classification criteria are not met)
Viscosity, kinematic	:	No data available
Symptoms/effects	:	Not expected to present a significant hazard under anticipated conditions of normal use.
Other information	:	Likely routes of exposure: ingestion, inhalation, skin and eye.

SECTION 12: Ecological information

12.1. Toxicity

Ecology - general : This material has not been tested for environmental effects.

12.2. Persistence and degradability

No additional information available

12.3. Bioaccumulative potential

No additional information available

12.4. Mobility in soil

No additional information available

12.5. Other adverse effects

Other information : Avoid release to the environment.

SECTION 13: Disposal considerations

13.1. Disposal methods

Product/Packaging disposal recommendations : Dispose in a safe manner in accordance with local/national regulations.

Ecology - waste materials : Avoid release to the environment.

Cafco Brand

SECTION 14: Transport information

Department of Transportation (DOT)

In accordance with DOT

Not regulated

Transportation of Dangerous Goods

Not regulated

Transport by sea

Not regulated

Air transport

Not regulated

SECTION 15: Regulatory information

15.1. US Federal regulations

Titanium dioxide (13463-67-7)
Listed on the United States TSCA (Toxic Substances Control Act) inventory

15.2. International regulations

CANADA

Titanium dioxide (13463-67-7)
Listed on the Canadian DSL (Domestic Substances List)

EU-Regulations

Titanium dioxide (13463-67-7)
Listed on the EEC inventory EINECS (European Inventory of Existing Commercial Chemical Substances)

National regulations

Titanium dioxide (13463-67-7)
Listed on the AICS (Australian Inventory of Chemical Substances) Listed on IECSC (Inventory of Existing Chemical Substances Produced or Imported in China) Listed on the Japanese ENCS (Existing & New Chemical Substances) inventory Listed on the Japanese ISHL (Industrial Safety and Health Law) Listed on the Korean ECL (Existing Chemicals List) Listed on NZIoC (New Zealand Inventory of Chemicals) Listed on PICCS (Philippines Inventory of Chemicals and Chemical Substances) Listed on INSQ (Mexican National Inventory of Chemical Substances) Listed on the TCSI (Taiwan Chemical Substance Inventory)

15.3. US State regulations

Titanium dioxide (airborne, unbound particles of respirable size) (13463-67-7)					
U.S. - California - Proposition 65 - Carcinogens List	U.S. - California - Proposition 65 - Developmental Toxicity	U.S. - California - Proposition 65 - Reproductive Toxicity - Female	U.S. - California - Proposition 65 - Reproductive Toxicity - Male	No significant risk level (NSRL)	Maximum allowable dose level (MADL)
Yes	No	No	No		

SECTION 16: Other information

according to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

Revision date : 21 November 2019

Cafco Brand

Other information : None.

Full text of H-phrases:

H351	Suspected of causing cancer

SDS US (GHS HazCom 2012)

This information is based on our current knowledge and is intended to describe the product for the purposes of health, safety and environmental requirements only. It should not therefore be construed as guaranteeing any specific property of the product.

SHORT FORM APPLICATION GUIDE
CAFCO® SprayFilm® WB 3
(Americas)
ISOLATEK® Type WB 3
(Worldwide)

This is an abbreviated guide and is not intended as a substitute for the Long Form CAFCO SprayFilm WB 3 / ISOLATEK Type WB 3 Application & Installation Manual. Applicator shall completely and fully read and understand the Long Form Application & Installation Manual prior to applying this product.

PUMP REQUIREMENTS:

Pneumatic, electric or gas-powered airless spray pump operating with a minimum fluid pressure of 3,000 psi (207 bar, 20.7mPa, 211 kq/cm^2) and 1.25 gpm (4.7 L/m). Remove all filters and rock catcher screens. *A direct immersion pump is required. Pumps that utilize siphon hoses at the material intake are not recommended.* Recommended pump is a Graco Mark V or equivalent.

MIXING REQUIREMENTS:

Standard shielded drywall mixing paddle or Jiffy style mixer, thoroughly mix for 3-5 minutes prior to use.

HOSE SET-UP:

High pressure, minimum 3/8 in. (10mm) I.D. hose rated to exceed the maximum pump capacity. An optional 1/4 in. (6.35mm) I.D. whip hose is allowable at a maximum of 2 ft. (61cm) in length. Overall hose length is dependent on the application equipment being used.

SPRAY GUN:

A Graco HD Texture Spray Gun Model #241-705, Series B or equivalent with diffuser tip removed capable of handling a minimum 3,000 psi (207 bar, 20.7mPa, 211 kq/cm^2) fluid pressure.

SPRAY TIP:

Reversible type. Tip size minimum is 225 and maximum is 431.

BRUSH:

Use a high-grade soft bristle latex paint brush. Brush lightly in one direction using as few strokes as possible. **Do not roll the material.**

TROWEL:

For use only with SprayFilm WB 3 TG / Type WB 3 TG (Trowel Grade), use a straight edge trowel to apply to a smooth even finish.

SURFACE PEPARATION:

All structural steel to be coated with SprayFilm WB 3 / Type WB 3 must first be primed with an approved primer. Primed surface must be free from any grease oil, dirt, loose mill scale, rust or any other contaminant that would inhibit the bond of the product to the primer. Primer must be fully cured and installed in accordance with the primer manufacturer's application instructions before application. A complete list of approved primers can be found on our website www.isolatek.com.

GALVANIZED AND ZINC-RICH PRIMERS:

SprayFilm WB 3 / Type WB 3 cannot be applied directly to galvanized steel or directly over Zinc-Rich primers. An approved tie-coat must be applied in accordance with manufacturer's instructions. Contact Isolatek Technical Services for more information.

SPRAY GUN DISTANCE:

The distance between the spray gun and substrate must be a minimum 18 in. (45 cm). Typical spray gun distance from the substrate is between 24 in. and 36 in. (61 cm and 92 cm).

APPLICATION TEMPERATURE:

Apply product when the ambient air temperature is between 50°F (10°C) and 100°F (38°C). A minimum ambient and substrate temperature of 50°F (10°C) must be maintained during and a minimum of 72 hours after application. Steel surface temperature must be a minimum 4°F (2°C) above the dew point to prevent condensation from forming. The maximum steel temperature is 100°F (38°C).

HUMIDITY:

Do not exceed a relative humidity of 85%. Precautions must be taken to avoid condensation forming on the steel during application. Do not apply product if condensation is present. **High humidity levels will increase drying times and may promote sagging. Reduce the maximum wet film thickness per coat.**

WEATHER PROTECTION:

SprayFilm WB 3 / Type WB 3 must be protected from any and all weather exposure during the application and after the product has fully cured. Tarps may be used to enclose work areas. This procedure, in addition to jobsite heat, will help maintain proper substrate and ambient temperatures

MASKING

Required on all areas not to receive SprayFilm WB 3 / Type WB 3. Masking typically consists of lightweight polyethylene plastic and the appropriate tape/adhesive. It is installed to protect all surfaces not to receive product

CATCH COAT:

For initial coat, apply a "catch coat" between 3 mils and 5 mils (0.076mm and 0.13mm) Wet Film Thickness (WFT), sufficient to cover the primer. The "catch-coat" must dry 1 to 2 hours before subsequent coats can be applied.

SUBSEQUENT COATS:

Product can be applied at the wet film thicknesses shown in the table below. A second coat may be applied within one spray day, provided a minimum drying time of 4 hours is allowed between coats. A maximum of 2 coats can be applied per spray day (24 hrs). The thickness applied per coat is dependent on relative humidity, air and steel temperature, and airflow:

Environmental Conditions	Max. 1st Coat "Hangability Wet mils to Recoat in 4 hours	Maximum Subsequent Coats in Wet Mils
70°F (21°C) 50% R.H.	45 mils (1.14mm)	45 mils (1.14mm)
55°F (13°C) 70% R.H.	35 mils (0.89mm)	35 mils (0.89mm)
85°F 30°C) 85% R.H.	40 mils (1.02mm)	40 mils (1.02mm)

VENTILATION:

Provide a minimum of 4 complete air exchanges per hour until the material is dry

DRY TIME:

A minimum of 5 days must be allowed prior to applying a top coat over SprayFilm WB 3 / Type WB 3. Alternatively, achieving a minimum Shore D value of 50 is recommend prior to applying a topcoat. Increased drying time may be required under conditions of low air flow and/or high humidity.

TOPCOATING:

A topcoat is not required by UL for Conditioned Interior Space Purpose and /or Interior General Purpose. Refer to our Finish Coat Materials data page for additional information regarding finish coats.

NOTE: The interior finish coat material must be applied in full accordance with the coating manufacturer's written instructions. DO NOT APPLY THE TOPCOAT UNTIL THE FINAL THICKNESS OF THE SPRAYFILM WB 3 / Type WB 3 IS VARIFIED AND THE FINISH OF THE INSTALLED PRODUCT IS ACCEPTABLE.

SAFETY PRECAUTIONS:

Safety glasses, gloves, and a dust mask should be worn in cases where individuals are exposed to airborne mists of the material. **Refer to the SDS for complete health and safety information.**

STORAGE/SHELF LIFE:

Product must be stored in a dry environment with temperatures between 33°F (1°C) and 100°F (38°C). The shelf life of the material is 12 months in unopened, sealed containers, properly stored.

NOTE: Only the listed equipment and procedures are approved for applying CAFCO SprayFilm WB 3 / ISOLATEK Type WB 3. Deviations from these requirements will result in product not meeting claims as published in the literature. **For additional information, please contact the Technical Service Department.**

UL Product iQ™

BXUV.D601 - FIRE-RESISTANCE RATINGS - ANSI/UL 263

Design/System/Construction/Assembly Usage Disclaimer

- Authorities Having Jurisdiction should be consulted in all cases as to the particular requirements covering the installation and use of UL Certified products, equipment, system, devices, and materials.
- Authorities Having Jurisdiction should be consulted before construction.
- Fire resistance assemblies and products are developed by the design submitter and have been investigated by UL for compliance with applicable requirements. The published information cannot always address every construction nuance encountered in the field.
- When field issues arise, it is recommended the first contact for assistance be the technical service staff provided by the product manufacturer noted for the design. Users of fire resistance assemblies are advised to consult the general Guide Information for each product category and each group of assemblies. The Guide Information includes specifics concerning alternate materials and alternate methods of construction.
- Only products which bear UL's Mark are considered Certified.

BXUV - Fire Resistance Ratings - ANSI/UL 263 Certified for United States

BXUV7 - Fire Resistance Ratings - CAN/ULC-S101 Certified for Canada

See General Information for Fire-resistance Ratings - ANSI/UL 263 Certified for United States
Design Criteria and Allowable Variances

See General Information for Fire Resistance Ratings - CAN/ULC-S101 Certified for Canada
Design Criteria and Allowable Variances

Design No. D601

September 22, 2016

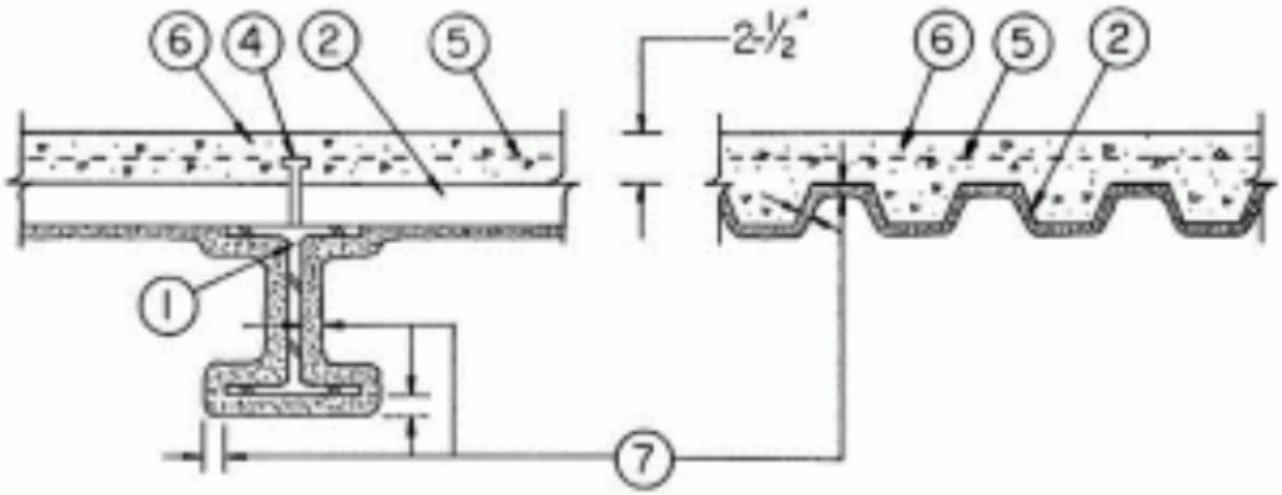
Restrained Assembly Rating — 1, 2 and 3 Hr. (See Item 7).

Unrestrained Assembly Rating — 1, 1-1/2, and 2 Hr. (See Items 7).

Unrestrained Beam Rating — 1, 1-1/2, and 2 Hr. (See Item 7).

This design was evaluated using a load design method other than the Limit States Design Method (e.g., Working Stress Design Method). For jurisdictions employing the Limit States Design Method, such as Canada, a load restriction factor shall be used — See Guide BXUV or BXUV7

*** Indicates such products shall bear the UL or cUL Certification Mark for jurisdictions employing the UL or cUL Certification (such as Canada), respectively.**



1. **Steel Beam —** Minimum steel beam size as described in Item 7. Beams shall be primed with a metal alkyd or epoxy primer at a nominal thickness of 1 mil.

2. **Steel Floor And Form Units* —** 1-1/2, 2 or 3 in. deep, min 20 MSG galv fluted units. Spacing of welds attaching units to supports shall be 12 in. OC max. Adjacent units button-punched or welded together at side joints and shall not exceed 36 in. OC. Steel Floor And Form Units shall be primed with an acrylic primer at a nominal thickness of 1 mil.
VULCRAFT, DIV OF NUCOR CORP — 36 in. wide Types 1.5 VL, 1.5 VLI and 24 or 36 in. wide Types 2 VLI, 3 VLI fluted units; 36 in. wide Type 1.5VLP, and 24 or 36 in.

3. **Joint Cover —** (Not Shown) — Nom. 2 in. wide, pressure-sensitive tape, applied following the contour of floor units when butted over beams.

4. **Shear Connector Studs —** Optional — (Not Shown) — Studs, 3/4 in. diam, by 3 in. long for 1-1/2 in. deep form units to 5-1/4 in. for 3 in. deep units, headed type or equivalent per AISC specifications. Welded to top beam flange through steel form units.

5. **Welded Wire Fabric —** 6x6-W1.4xW1.4.

6. **Normal Weight Or Lightweight Concrete —** Normal weight concrete: carbonate or siliceous aggregate, 147 plus or minus 3 pcf unit weight, 3000 psi compressive strength, vibrated. Lightweight aggregate concrete: expanded shale, clay or slate aggregate by rotary-kiln method, 109 plus or minus 3 pcf unit weight, 3000 psi compressive strength, vibrated, 4 to 7 percent entrained air. Min thickness as measured to crests of steel floor and form units, 2-1/2 in.

7. **Mastic and Intumescent Coatings* —** Coating spray, or brush applied directly from containers to desired thickness over primers. See tables below for appropriate final dry thickness and applicable rating. When mineral wool (Item 9) is used, the top surface of the beam need not be protected with coating.

Restrained Assembly Rating, Hr.	Unrestrained Assembly Rating, Hr.	Types SprayFilm WB3, WB3, SprayFilm WB4, or WB4 Min. Dry Film Thickness On Steel Deck	
		mils	mm
1	1	99	2.51
2	1	99	2.51
3	1-1/2	99	2.51
3	2	99	2.51

Restrained Assembly Rating, Hr.	Unrestrained Assembly Rating, Hr.	Unrestrained Beam Rating, Hr.	Types SprayFilm WB3, WB3, SprayFilm WB4, or WB4	
			W8 x 24	W8 x 28
			Min. Dry Film Thickness On Beam	Min. Dry Film Thickness On Beam

			mils	mm	mils	mm
1	1	1	53	1.34	43	1.10
2	1	1	53	1.34	43	1.10
3	1-1/2	1-1/2	66	1.67	66	1.67
3	2	2	115	2.92	115	2.92

			Types SprayFilm WB5 or WB5			
			W8 x 24		W8 x 28	
Restrained Assembly Rating, Hr.	Unrestrained Assembly Rating, Hr.	Unrestrained Beam Rating, Hr.	Min. Dry Film Thickness On Beam		Min. Dry Film Thickness On Beam	
			mils	mm	mils	mm
1	1	1	35	0.88	35	0.88
2	1	1	35	0.88	35	0.88
3	1-1/2	1-1/2	60	1.52	49	1.23
3	2	2	100	2.53	100	2.53

GREENTECH THERMAL INSULATION PRODUCTS MFG CO L L C — Type WB 3, Investigated for Interior General Purpose. Type WB 4, Investigated for Interior General Purpose. Type WB 4, Investigated for Exterior Use with top coat as described in Item 8. Type WB 5, Investigated for Interior Conditioned Space and Interior General Purpose

ISOLATEK INTERNATIONAL — Type SprayFilm-WB 3 and Type WB 3, Investigated for Interior General Purpose. Type SprayFilm-WB 4 and Type WB 4, Investigated for Interior General Purpose. Type SprayFilm-WB 4 and Type WB 4, Investigated for Exterior Use with top coat as described in Item 8. Type SprayFilm-WB 5 and Type WB 5, Investigated for Interior Conditioned Space and Interior General Purpose

8. **Top Coat —** (Not Shown) — Type SprayFilm - TOPSEAL and Type TOPSEAL required for Exterior Use with Type SprayFilm-WB 4 and Type WB 4, applied at a minimum dry thickness of 14 mils (0.34 mm) over the intumescent material. See Classification information in the Mastic and Intumescent Coating (CDWZ) category, Isolatek International, for mixing requirements.

9. **Mineral Wool Insulation —** (Not Shown) — Min 6 pcf mineral wool insulation cut into pieces and firmly packed into, and completely filling the spaces between the flutes of the steel floor and form units and the top flange of the beam. Mineral wool is not required when the top flange of the beam is protected with intumescent coating at the same thickness shown in the table in Item 7.

* Indicates such products shall bear the UL or cUL Certification Mark for jurisdictions employing the UL or cUL Certification (such as Canada), respectively.

Last Updated on 2016-09-22

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UL Product iQ™

BXUV.N635 - FIRE-RESISTANCE RATINGS - ANSI/UL 263

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- Authorities Having Jurisdiction should be consulted before construction.
- Fire resistance assemblies and products are developed by the design submitter and have been investigated by UL for compliance with applicable requirements. The published information cannot always address every construction nuance encountered in the field.
- When field issues arise, it is recommended the first contact for assistance be the technical service staff provided by the product manufacturer noted for the design. Users of fire resistance assemblies are advised to consult the general Guide Information for each product category and each group of assemblies. The Guide Information includes specifics concerning alternate materials and alternate methods of construction.
- Only products which bear UL's Mark are considered Certified.

BXUV - Fire Resistance Ratings - ANSI/UL 263 Certified for United States

BXUV7 - Fire Resistance Ratings - CAN/ULC-S101 Certified for Canada

See General Information for Fire-resistance Ratings - ANSI/UL 263 Certified for United States
Design Criteria and Allowable Variances

See General Information for Fire Resistance Ratings - CAN/ULC-S101 Certified for Canada
Design Criteria and Allowable Variances

Design No. N635

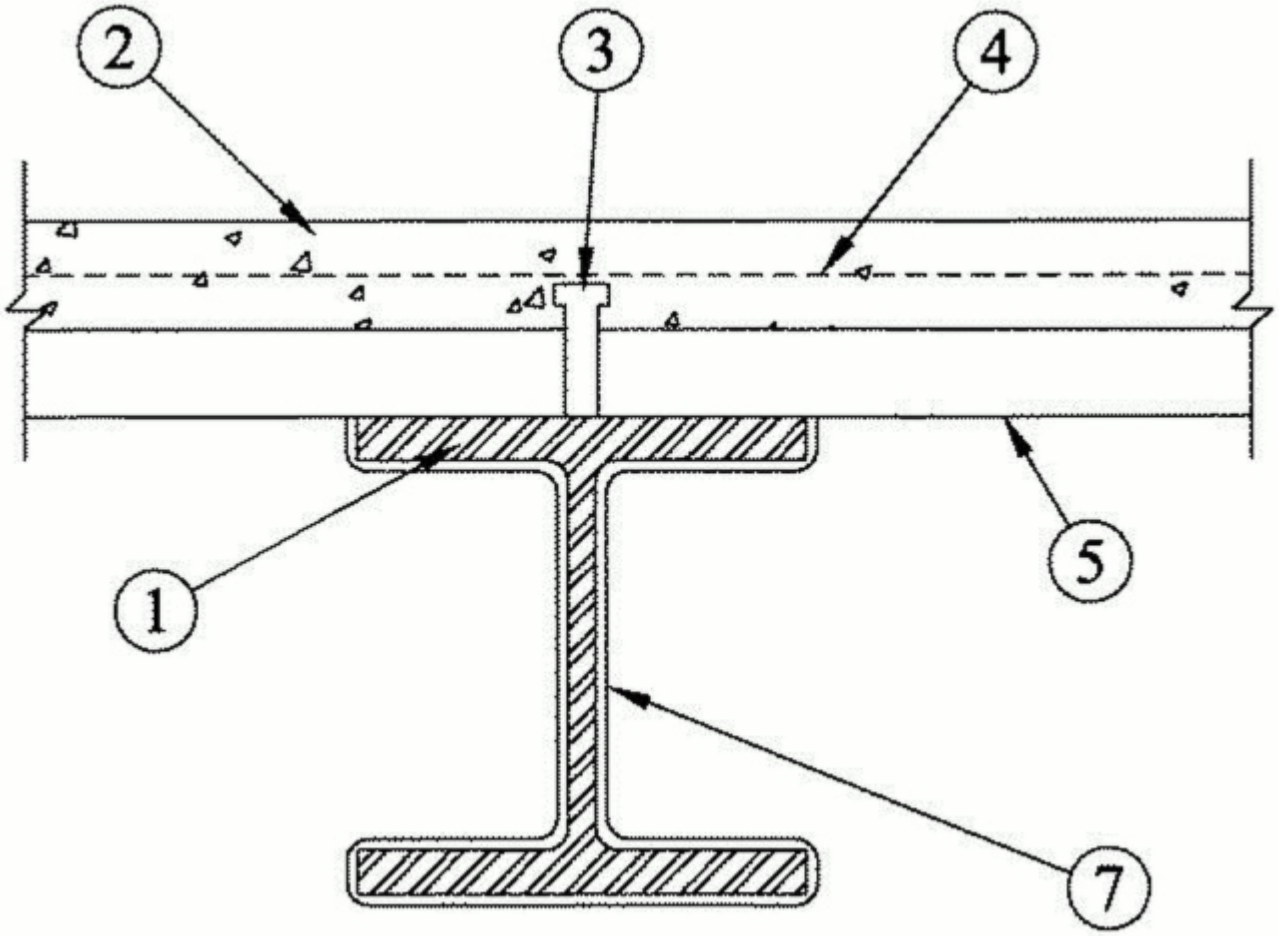
September 22, 2016

Restrained Beam Ratings - 1, 1-1/2, and 2 Hr. (See Item 7)

Unrestrained Beam Ratings - 1, 1-1/2 and 2 Hr. (See Item 7)

This design was evaluated using a load design method other than the Limit States Design Method (e.g., Working Stress Design Method). For jurisdictions employing the Limit States Design Method, such as Canada, a load restriction factor shall be used — See Guide BXUV or BXUV7

*** Indicates such products shall bear the UL or cUL Certification Mark for jurisdictions employing the UL or cUL Certification (such as Canada), respectively.**



1. **Steel Beam —** W8x28 min size. Beams shall be free of dirt, loose scale and oil. Beams shall be primed with a phenolic modified alkyd resin primer, a metal alkyd primer, an acrylic primer or an epoxy primer at a nominal thickness of 1 mil.

2. **Normal Weight or Lightweight Concrete —** Compressive strength 3500 psi. For normal weight concrete either carbonate or siliceous aggregate may be used. Unit weight 146 lbs/cu ft. for normal weight concrete and 116 lbs/cu ft. for lightweight concrete. Min concrete thickness, as measured from top plane of steel floor and form units is 2-1/2 in.

3. **Shear Connector —** (Optional) — Studs, 3/4 in. diam headed type or equivalent per AISC specifications welded to the top flange of beam through the steel floor units.

4. **Welded Wire Fabric —** 6x6-10/10 SWG

5. **Steel Floor or Form Units —** 1-1/2, 2 or 3 in. deep cellular, fluted, or corrugated units, welded to beam.

6. **Mineral Wool Insulation —** (Not Shown) — Min 6 pcf mineral wool insulation cut into pieces and firmly packed into, and completely filling the spaces between the flutes of the steel floor and form units and the top flange of the beam. Mineral wool is not required when the top flange of the beam is protected with intumescent coating at the same thickness shown in the table in Item 7.

7. **Mastic and Intumescent Coatings* —** Coating spray or brush applied in accordance with the manufacturer's instructions at the min dry thickness as shown in the table below. The thickness shown below includes the primer thickness. When mineral wool (Item 6) is used, the top surface of the beam need not be protected with coating.

Beam Size	Unrestrained Beam Rating, Hr.	Minimum Dry Thickness	
		mils	mm
W8x28	1	47	1.19
W8x28	1-1/2	96	2.44
W8x28	2	154	4.11

Beam Size	Restrained Beam Rating, Hr.	Minimum Dry Thickness	
		mils	mm
W8x28	1	47	1.19
W8x28	1-1/2	70	1.77
W8x28	2	113	2.86

GREENTECH THERMAL INSULATION PRODUCTS MFG CO L L C — Type WB3, Investigated for Interior General Purpose. Type WB4, Investigated for Interior General Purpose. Type WB4, Investigated for Exterior Use with top coat as described in Item 8

ISOLATEK INTERNATIONAL — Type SprayFilm-WB 3 and Type WB3, Investigated for Interior General Purpose. Type SprayFilm-WB 4 and Type WB4, Investigated for Interior General Purpose. Type SprayFilm-WB 4 and Type WB4, Investigated for Exterior Use with top coat as described in Item 8

8. **Top Coat —** Type SprayFilm — TOPSEAL and Type TOPSEAL required for Exterior Use, applied at a minimum dry thickness of 14 mils (0.34 mm) over the intumescent material.

See Classification information in the **Mastic and Intumescent Coating** (CDWZ) category, Isolatek International, for mixing requirements.

* Indicates such products shall bear the UL or cUL Certification Mark for jurisdictions employing the UL or cUL Certification (such as Canada), respectively.

Last Updated on 2016-09-22

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			mils	mm	mils	mm
1	1	1	53	1.34	43	1.10
2	1	1	53	1.34	43	1.10
3	1-1/2	1-1/2	66	1.67	66	1.67
3	2	2	115	2.92	115	2.92

			Types SprayFilm WB5 or WB5			
			W8 x 24		W8 x 28	
Restrained Assembly Rating, Hr.	Unrestrained Assembly Rating, Hr.	Unrestrained Beam Rating, Hr.	Min. Dry Film Thickness On Beam		Min. Dry Film Thickness On Beam	
			mils	mm	mils	mm
1	1	1	35	0.88	35	0.88
2	1	1	35	0.88	35	0.88
3	1-1/2	1-1/2	60	1.52	49	1.23
3	2	2	100	2.53	100	2.53

GREENTECH THERMAL INSULATION PRODUCTS MFG CO L L C — Type WB 3, Investigated for Interior General Purpose. Type WB 4, Investigated for Interior General Purpose. Type WB 4, Investigated for Exterior Use with top coat as described in Item 8. Type WB 5, Investigated for Interior Conditioned Space and Interior General Purpose

ISOLATEK INTERNATIONAL — Type SprayFilm-WB 3 and Type WB 3, Investigated for Interior General Purpose. Type SprayFilm-WB 4 and Type WB 4, Investigated for Interior General Purpose. Type SprayFilm-WB 4 and Type WB 4, Investigated for Exterior Use with top coat as described in Item 8. Type SprayFilm-WB 5 and Type WB 5, Investigated for Interior Conditioned Space and Interior General Purpose

8. **Top Coat —** (Not Shown) — Type SprayFilm - TOPSEAL and Type TOPSEAL required for Exterior Use with Type SprayFilm-WB 4 and Type WB 4, applied at a minimum dry thickness of 14 mils (0.34 mm) over the intumescent material. See Classification information in the Mastic and Intumescent Coating (CDWZ) category, Isolatek International, for mixing requirements.

9. **Mineral Wool Insulation —** (Not Shown) — Min 6 pcf mineral wool insulation cut into pieces and firmly packed into, and completely filling the spaces between the flutes of the steel floor and form units and the top flange of the beam. Mineral wool is not required when the top flange of the beam is protected with intumescent coating at the same thickness shown in the table in Item 7.

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UL Product iQ™

BXUV.N653 -

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- Authorities Having Jurisdiction should be consulted before construction.
- Fire resistance assemblies and products are developed by the design submitter and have been investigated by UL for compliance with applicable requirements. The published information cannot always address every construction nuance encountered in the field.
- When field issues arise, it is recommended the first contact for assistance be the technical service staff provided by the product manufacturer noted for the design. Users of fire resistance assemblies are advised to consult the general Guide Information for each product category and each group of assemblies. The Guide Information includes specifics concerning alternate materials and alternate methods of construction.
- Only products which bear UL's Mark are considered Certified.

BXUV - Fire-resistance Ratings - ANSI/UL 263

See General Information for Fire-resistance Ratings - ANSI/UL 263

Design No. N653

February 03, 2020

Restrained Beam Rating — 1, 1-1/2, 2, 2-1/2 and 3 Hr. (See Item 7 and 7A)

Unrestrained Beam Rating — 1, 1-1/2, 2 and 2-1/2 Hr. (See Item 7 and 7A)

This design was evaluated using loading determined by Allowable Stress Design Method (ASD) and Load and Resistance Factor DesignMethod (LRFD). For jurisdictions employing the Limit States Design Method, such as Canada, a load restriction factor shall be used — See Guide BXUV or BXUV7

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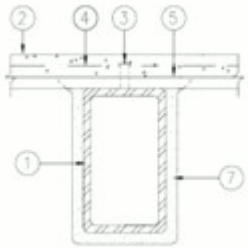

1. **Steel Tube Beam —** ASTM A500 tube beams (46 or 50 ksi) having an A/P between 0.267 and 0.616. The minimum tube dimension shall be 4 in. and the maximum tube dimension shall be 12 in. Both square and rectangular sections permitted. When rectangular sections are used, tubes shall be installed vertically with one narrow face secured to the steel floor and form units (Item 5).

2. **Normal Weight or Lightweight Concrete —** Normal weight or lightweight concrete, 2-1/2 in. min thickness over the steel floor and form unit crests. Normal weight concrete: carbonate or siliceous aggregate, 4000 psi compressive strength, unit weight 145 ± 3 pcf. Lightweight concrete: expanded shale, clay, or slate aggregate by rotary-kiln method, 4000 psi compressive strength, unit weight 110 ± 3 pcf.

3. **Shear Connector —** Studs, 1/2, 5/8 or 3/4 in. diam headed type or equivalent per AISC specification. Welded to the top flange of beam through the steel floor units. Studs shall provide nominal 50% composite action between the beam and concrete.

4. **Welded Wire Fabric —** (Optional) 6x6, W1.4 x W1.4 or 6x6-10/10 SW.

5. **Steel Floor and Form Units —** 1-1/2 to 3 in. deep fluted units welded to beam.

6. **Primer —** (Not shown) - Beams shall be primed with a phenolic modified alkyd resin primer, a metal alkyd primer, an acrylic primer or an epoxy primer at a nominal thickness of 2 mil.

7. **Mastic and Intumescent Coatings* —** Coating spray or brush applied in accordance with the manufacturer's instructions at the min dry thickness as shown in the table below. The thickness shown below includes the primer thickness. Top of the beam where deck crests are located is protected with intumescent coating at the same thickness shown in the table.
Unrestrained Beam Ratings:

		Rating Period (min)			
		60	90	120	150
HSS Steel Size	A/P	Required Thickness (mils)			
6x4x1/4	0.267	61	142	N/A	N/A
10x10x1/4	0.297	57	142	N/A	N/A
7x4x5/16	0.322	53	142	N/A	N/A
10x8x5/16	0.352	48	139	N/A	N/A
9x7x3/8	0.411	41	119	196	N/A
12x12x3/8	0.441	39	111	183	N/A
12x4x1/2	0.476	36	103	169	N/A
5x5x1/2	0.516	33	95	156	N/A
7x7x1/2	0.545	31	90	148	206
10x4x5/8	0.577	30	85	140	195
12x6x5/8	0.616	22	76	129	183

		Rating Period (min)			
		60	90	120	150
HSS Steel Size	A/P	Required Thickness (mm)			
6x4x1/4	0.267	1.56	3.6	N/A	N/A
10x10x1/4	0.297	1.46	3.6	N/A	N/A
7x4x5/16	0.322	1.34	3.6	N/A	N/A

10x8x5/16	0.352	1.23	3.52	N/A	N/A
9x7x3/8	0.411	1.05	3.02	4.98	N/A
12x12x3/8	0.441	0.98	2.81	4.64	N/A
12x4x1/2	0.476	0.91	2.61	4.30	N/A
5x5x1/2	0.516	0.84	2.4	3.97	N/A
7x7x1/2	0.545	0.79	2.28	3.76	5.24
10x4x5/8	0.577	0.75	2.15	3.55	4.95
12x6x5/8	0.616	0.56	1.92	3.28	4.64

Restrained Beam Ratings:

		Rating Period (min)				
		60	90	120	150	180
HSS Steel Size	A/P	Required Thickness (mils)				
6x4x1/4	0.267	61	95	N/A	N/A	N/A
10x10x1/4	0.297	57	95	200	N/A	N/A
7x4x5/16	0.322	53	89	184	N/A	N/A
10x8x5/16	0.352	48	81	168	N/A	N/A
9x7x3/8	0.411	41	70	144	N/A	N/A
12x12x3/8	0.441	39	65	134	204	N/A
12x4x1/2	0.476	36	60	124	189	N/A
5x5x1/2	0.516	33	56	115	174	N/A
7x7x1/2	0.545	31	53	109	165	N/A
10x4x5/8	0.577	30	50	103	156	209
12x6x5/8	0.616	22	46	96	146	195

		Rating Period (min)				
		60	90	120	150	180
HSS Steel Size	A/P	Required Thickness (mm)				
6x4x1/4	0.267	1.56	2.42	N/A	N/A	N/A
10x10x1/4	0.297	1.46	2.42	5.07	N/A	N/A
7x4x5/16	0.322	1.34	2.26	4.67	N/A	N/A
10x8x5/16	0.352	1.23	2.07	4.28	N/A	N/A
9x7x3/8	0.411	1.05	1.77	3.66	N/A	N/A

12x12x3/8	0.441	0.98	1.65	3.41	5.17	N/A
12x4x1/2	0.476	0.91	1.53	3.16	4.79	N/A
5x5x1/2	0.516	0.84	1.41	2.92	4.42	N/A
7x7x1/2	0.545	0.79	1.34	2.76	4.19	N/A
10x4x5/8	0.577	0.75	1.26	2.61	3.95	5.30
12x6x5/8	0.616	0.56	1.18	2.44	3.7	4.96

7A. **Mastic and Intumescent Coatings* —** Coating spray or brush applied in accordance with the manufacturer's instructions at the min dry thickness as shown in the table below. The thickness shown below includes the primer thickness. Deck flutes above the beam to be stuffed with mineral wool insulation (Item 8).

Unrestrained Beam Ratings:

		Rating Period (min)			
		60	90	120	150
HSS Steel Size	A/P	Required Thickness (mils)			
6x4x1/4	0.267	68	143	N/A	N/A
10x10x1/4	0.297	66	143	N/A	N/A
7x4x5/16	0.322	61	143	N/A	N/A
10x8x5/16	0.352	56	138	N/A	N/A
9x7x3/8	0.411	48	118	188	N/A
12x12x3/8	0.441	45	110	176	N/A
12x4x1/2	0.476	41	102	163	N/A
5x5x1/2	0.516	38	94	150	206
7x7x1/2	0.545	36	89	142	195
10x4x5/8	0.577	34	84	134	184
12x6x5/8	0.616	26	75	124	172

		Rating Period (min)			
		60	90	120	150
HSS Steel Size	A/P	Required Thickness (mm)			
6x4x1/4	0.267	1.73	3.63	N/A	N/A
10x10x1/4	0.297	1.69	3.63	N/A	N/A
7x4x5/16	0.322	1.56	3.63	N/A	N/A
10x8x5/16	0.352	1.42	3.5	N/A	N/A
9x7x3/8	0.411	1.22	3	4.78	N/A
12x12x3/8	0.441	1.14	2.8	4.46	N/A

12x4x1/2	0.476	1.05	2.59	4.13	N/A
5x5x1/2	0.516	0.97	2.39	3.81	5.23
7x7x1/2	0.545	0.92	2.26	3.61	4.95
10x4x5/8	0.577	0.87	2.14	3.41	4.68
12x6x5/8	0.616	0.67	1.9	3.14	4.37

Restrained Beam Ratings:

		Rating Period (min)				
		60	90	120	150	180
HSS Steel Size	A/P	Required Thickness (mils)				
6x4x1/4	0.267	68	95	N/A	N/A	N/A
10x10x1/4	0.297	66	95	200	N/A	N/A
7x4x5/16	0.322	61	89	184	N/A	N/A
10x8x5/16	0.352	56	81	168	N/A	N/A
9x7x3/8	0.411	48	70	144	N/A	N/A
12x12x3/8	0.441	45	65	134	204	N/A
12x4x1/2	0.476	41	60	124	189	N/A
5x5x1/2	0.516	38	56	115	174	N/A
7x7x1/2	0.545	36	53	109	165	N/A
10x4x5/8	0.577	34	50	103	156	209
12x6x5/8	0.616	26	46	96	146	195

		Rating Period (min)				
		60	90	120	150	180
HSS Steel Size	A/P	Required Thickness (mm)				
6x4x1/4	0.267	1.73	2.42	N/A	N/A	N/A
10x10x1/4	0.297	1.69	2.42	5.07	N/A	N/A
7x4x5/16	0.322	1.56	2.26	4.67	N/A	N/A
10x8x5/16	0.352	1.42	2.07	4.28	N/A	N/A
9x7x3/8	0.411	1.22	1.77	3.66	N/A	N/A
12x12x3/8	0.441	1.14	1.65	3.41	5.17	N/A
12x4x1/2	0.476	1.05	1.53	3.16	4.79	N/A
5x5x1/2	0.516	0.97	1.41	2.92	4.42	N/A

7x7x1/2	0.545	0.92	1.34	2.76	4.19	N/A
10x4x5/8	0.577	0.87	1.26	2.61	3.95	5.30
12x6x5/8	0.616	0.67	1.18	2.44	3.7	4.96

BERLIN CO LTD — Type WB3, Investigated for Interior General Purpose. Type WB4, Investigated for Interior General Purpose. Type WB4, Investigated for Exterior Use with top coat as described in Item 9

GREENTECH THERMAL INSULATION PRODUCTS MFG CO L L C — Type WB3, Investigated for Interior General Purpose. Type WB4, Investigated for Interior General Purpose. Type WB4, Investigated for Exterior Use with top coat as described in Item 9

ISOLATEK INTERNATIONAL — Type SprayFilm-WB 3 and Type WB3, Investigated for Interior General Purpose. Type SprayFilm-WB 4 and Type WB4, Investigated for Interior General Purpose. Type SprayFilm-WB 4 and Type WB4, Investigated for Exterior Use with top coat as described in Item 9

NEWKEM PRODUCTS CORP — Type WB3, Investigated for Interior General Purpose. Type WB4, Investigated for Interior General Purpose. Type WB4, Investigated for Exterior Use with top coat as described in Item 9

8. **Mineral Wool Insulation —** (Not Shown) — Min 6 pcf mineral wool insulation cut into pieces and firmly packed into, and completely filling the spaces between the flutes of the steel floor and form units and the top flange of the beam. Mineral wool is not required when the top flange of the beam is protected with intumescent coating at the same thickness shown in the table in Item 7.

9. **Top Coat —** (Not Shown) - Type SprayFilm — TOPSEAL and Type TOPSEAL required for Exterior Use, applied at a minimum dry thickness of 14 mils (0.34 mm) over the intumescent material.

* Indicates such products shall bear the UL or cUL Certification Mark for jurisdictions employing the UL or cUL Certification (such as Canada), respectively.

Last Updated on 2020-02-03

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UL Product iQ™

BXUV.X649 - FIRE-RESISTANCE RATINGS - ANSI/UL 263

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BXUV7 - Fire Resistance Ratings - CAN/ULC-S101 Certified for Canada

See General Information for Fire-resistance Ratings - ANSI/UL 263 Certified for United States
Design Criteria and Allowable Variances

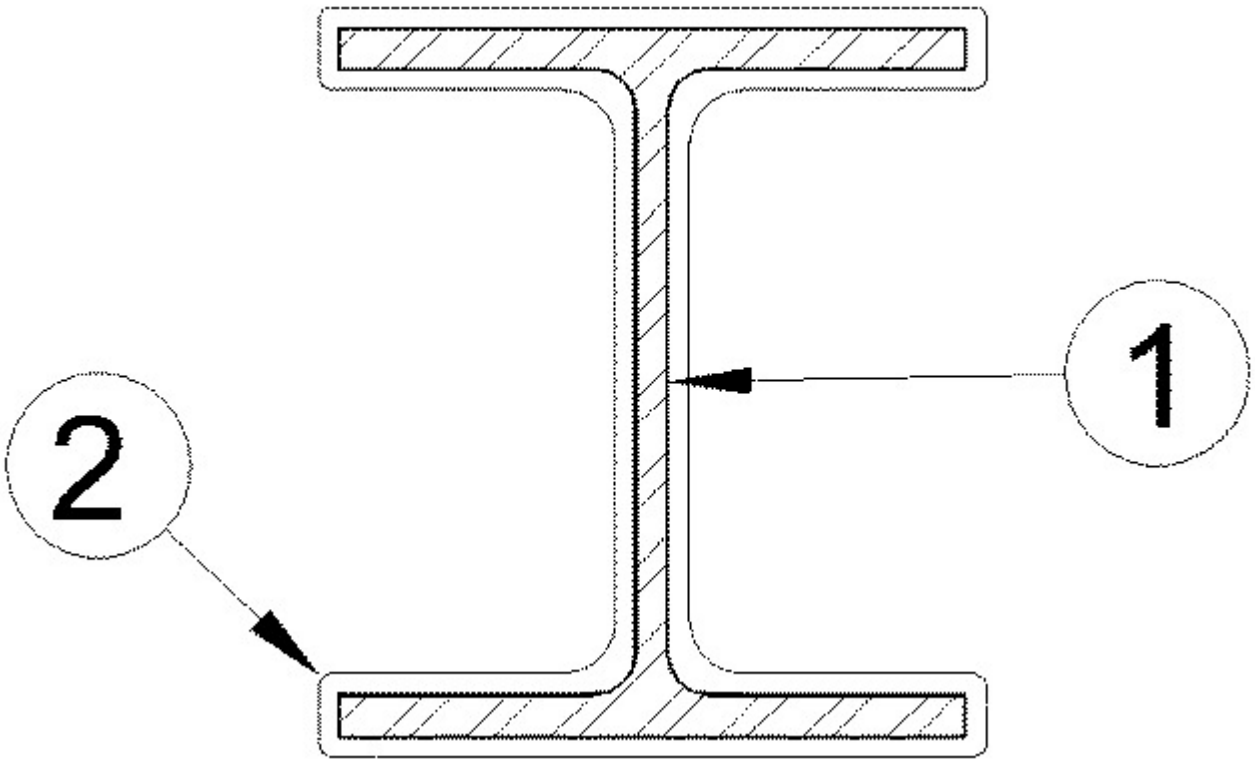
See General Information for Fire Resistance Ratings - CAN/ULC-S101 Certified for Canada
Design Criteria and Allowable Variances

Design No. X649

October 04, 2016

Ratings - 1, 1-1/2, 2, 3 and 4 Hr. (See Item 2)

* Indicates such products shall bear the UL or cUL Certification Mark for jurisdictions employing the UL or cUL Certification (such as Canada), respectively.



1. **Steel Column —** Wide flange steel columns with the minimum sizes shown in the tables below. Columns shall be free of dirt, loose scale and oil. Columns shall be primed with a phenolic modified alkyd resin primer, a metal alkyd primer, an acrylic primer or an epoxy primer at a nominal thickness of 2 mil.

2. **Mastic and Intumescent Coatings* —** Coating spray, brush or trowel applied directly from containers to desired thickness. See tables below for appropriate final dry thickness and applicable rating.

Steel Size	W/D	1 Hr Min Thickness, In.	1-1/2 Hr Min Thickness, In.	2 Hr Min Thickness, In.	3 Hr Min Thickness, In.	4 Hr Min Thickness, In.
W8 x 10	0.33	0.145	0.266	NR	NR	NR
W12 x 14	0.36	0.133	0.263	NR	NR	NR
W12 x 16	0.41	0.117	0.230	NR	NR	NR
W6 x 12	0.44	0.109	0.215	0.338	NR	NR
W8 x 15	0.48	0.100	0.197	0.310	NR	NR
W10 x 22	0.52	0.092	0.182	0.286	NR	NR
W4 x 13	0.55	0.087	0.172	0.271	NR	NR
W6 X 16	0.58	0.083	0.163	0.257	0.504	NR
W8 x 24	0.59	0.075	0.130	0.213	0.504	NR
W14 x 34	0.63	0.075	0.130	0.213	0.489	NR
W8 x 28	0.68	0.070	0.130	0.213	0.453	NR
W8 x 35	0.74	0.065	0.128	0.201	0.416	NR
W10 x 39	0.78	0.061	0.121	0.191	0.395	NR
W10 x 49	0.84	0.057	0.113	0.177	0.367	NR
W10 x 45	0.89	0.054	0.106	0.167	0.346	NR

W16 x 57	0.95	0.050	0.099	0.157	0.324	NR
W8 x 48	1.00	0.048	0.095	0.149	0.308	NR
W14 x 90	1.07	0.045	0.088	0.139	0.288	NR
W10 x 68	1.14	0.042	0.083	0.131	0.270	NR
W18 x 97	1.21	0.040	0.078	0.123	0.255	NR
W10 x 77	1.28	0.038	0.074	0.116	0.241	NR
W16 x 100	1.36	0.036	0.069	0.109	0.227	NR
W10 x 88	1.45	0.034	0.065	0.103	0.213	NR
W14 x 132	1.54	0.032	0.061	0.097	0.200	NR
W12 x 120	1.64	0.030	0.058	0.091	0.188	NR
W33 x 221	1.72	0.028	0.058	0.088	0.188	0.433
W14 x 159	1.77	0.028	0.056	0.085	0.187	0.423
W14 x 176	1.95	0.025	0.051	0.077	0.178	0.384
W14 x 193	2.12	0.023	0.047	0.071	0.164	0.353
W14 x 211	2.30	0.023	0.043	0.066	0.151	0.326
W14 x 233	2.52	0.023	0.040	0.060	0.138	0.297
W14 x 257	2.75	0.023	0.036	0.055	0.126	0.272
W14 x 283	3.00	0.023	0.033	0.050	0.116	0.194

NR = No Rating

As an alternate to the above table, the required thickness of coating (in inches) to be applied to all surfaces of wide flange steel columns for 1 hour ratings, in the W/D range of 0.33 to 1.14, may be determined from the following equation:

T = 0.04785/(W/D)

Where T = Thickness of coating in the range of 0.042 to 0.145 in., W = Weight of steel column in pounds per linear foot, D = Heated perimeter of steel column section in inches.

As an alternate to the above table, the required thickness of coating (in inches) to be applied to all surfaces of wide flange steel columns for 1-1/2 hour ratings, in the W/D range of 0.33 to 1.64, may be determined from the following equation:

T = 0.0945/(W/D)

Where T = Thickness of coating in the range of 0.058 to 0.266 in., W = Weight of steel column in pounds per linear foot, D = Heated perimeter of steel column section in inches.

As an alternate to the above table, the required thickness of coating (in inches) to be applied to all surfaces of wide flange steel columns for 2 hour ratings, in the W/D range of 0.44 to 1.64, may be determined from the following equation:

T = 0.1489/(W/D)

Where T = Thickness of coating in the range of 0.091 to 0.338 in., W = Weight of steel column in pounds per linear foot, D = Heated perimeter of steel column section in inches.

As an alternate to the above table, the required thickness of coating (in inches) to be applied to all surfaces of wide flange steel columns for 3 hour ratings, in the W/D range of 0.58 to 1.64, may be determined from the following equation:

T = 0.3082/(W/D)

Where T = Thickness of coating in the range of 0.188 to 0.504 in., W = Weight of steel column in pounds per linear foot, D = Heated perimeter of steel column section in inches.

As an alternate to the above table, the required thickness of coating (in inches) to be applied to all surfaces of wide flange steel columns for 4 hour ratings, in the W/D range of 1.72 to 3.00, may be determined from the following equation:

T = 0.749/(W/D)

Where T = Thickness of coating in the range of 0.433 to 0.194 in., W = Weight of steel column in pounds per linear foot, D = Heated perimeter of steel column section in inches.

As an alternate to the above, the following table listing metric units may be used.

Steel Size	M/D	Hp/A	1 Hr Min Thickness, mm	1-1/2 Hr Min Thickness, mm	2 Hr Min Thickness, mm	3 Hr Min Thickness, mm	4 Hr Min Thickness, mm
W8 x 10	19.1	412	3.68	6.76	NR	NR	NR
W12 x 14	21.2	371	3.38	6.67	NR	NR	NR
W12 x 16	24.0	327	2.96	5.85	NR	NR	NR
W6 x 12	25.9	303	2.76	5.46	8.60	NR	NR
W8 x 15	28.1	280	2.53	5.00	7.88	NR	NR
W10 x 22	30.4	258	2.34	4.62	7.27	NR	NR
W4 x 13	32.4	242	2.21	4.36	6.88	NR	NR
W6 X 16	33.9	232	2.10	4.14	6.52	12.80	NR
W8 x 24	34.6	227	1.91	3.31	5.42	12.80	NR
W14 x 34	37.1	213	1.91	3.31	5.42	12.43	NR
W8 x 28	40.0	197	1.79	3.31	5.42	11.51	NR
W8 x 35	43.6	181	1.64	3.24	5.11	10.58	NR
W10 x 39	45.4	172	1.56	3.08	4.85	10.04	NR
W10 x 49	49.1	159	1.45	2.86	4.50	9.32	NR
W10 x 45	51.9	151	1.37	2.70	4.25	8.80	NR
W16 x 57	55.9	141	1.28	2.53	3.98	8.24	NR
W8 x 48	58.6	134	1.22	2.40	3.78	7.83	NR
W14 x 90	62.6	125	1.14	2.24	3.53	7.32	NR
W10 x 68	66.9	118	1.07	2.11	3.32	6.87	NR
W18 x 97	71.0	111	1.02	1.98	3.13	6.47	NR
W10 x 77	75.2	105	0.97	1.88	2.95	6.12	NR
W16 x 100	79.4	99	0.91	1.76	2.78	5.76	NR
W10 x 88	84.9	92	0.85	1.66	2.61	5.40	NR
W14 x 132	90.0	87	0.80	1.56	2.46	5.08	NR
W12 x 120	96.2	82	0.75	1.46	2.31	4.77	NR

W33 x 221	100.9	78	0.71	1.47	2.24	4.78	11.0
W14 x 159	103.9	76	0.70	1.43	2.16	4.74	10.7
W14 x 176	114.4	69	0.63	1.30	1.96	4.52	9.75
W14 x 193	124.4	63	0.59	1.19	1.81	4.16	8.97
W14 x 211	135.0	58	0.59	1.10	1.66	3.83	8.28
W14 x 233	147.9	53	0.59	1.00	1.52	3.50	7.54
W14 x 257	161.4	49	0.59	0.92	1.39	3.21	6.91
W14 x 283	176.0	45	0.59	0.84	1.28	2.94	4.92

NR = No Rating

As an alternate to the above table, the required thickness of coating (in mm) to be applied to all surfaces of wide flange steel columns for 1 hour ratings, in the M/D range of 19.1 to 66.9, may be determined from the following equation:

T = 71.6/(M/D)

Where T = Thickness of coating in the range of 1.07 to 3.68 mm, M = Weight of steel column in kilograms per linear meter, D = Heated perimeter of steel column section in meters.

As an alternate to the above table, the required thickness of coating (in mm) to be applied to all surfaces of wide flange steel columns for 1-1/2 hour ratings, in the M/D range of 19.1 to 96.2, may be determined from the following equation:

T = 141.3/(M/D)

Where T = Thickness of coating in the range of 1.46 to 6.76 mm, M = Weight of steel column in kilograms per linear meter, D = Heated perimeter of steel column section in meters.

As an alternate to the above table, the required thickness of coating (in mm) to be applied to all surfaces of wide flange steel columns for 2 hour ratings, in the M/D range of 25.9 to 96.2, may be determined from the following equation:

T = 222.7/(M/D)

Where T = Thickness of coating in the range of 2.31 to 8.60 mm, M = Weight of steel column in kilograms per linear meter, D = Heated perimeter of steel column section in meters.

As an alternate to the above table, the required thickness of coating (in mm) to be applied to all surfaces of wide flange steel columns for 3 hour ratings, in the M/D range of 33.9 to 96.2, may be determined from the following equation:

T = 461.0/(M/D)

Where T = Thickness of coating in the range of 4.77 to 12.80 mm, M = Weight of steel column in kilograms per linear meter, D = Heated perimeter of steel column section in meters.

As an alternate to the above table, the required thickness of coating (in mm) to be applied to all surfaces of wide flange steel columns for 4 hour ratings, in the M/D range of 100.9 to 176.0, may be determined from the following equation:

T =1116.4/(M/D)

Where T = Thickness of coating in the range of 4.92 to 11.0 mm, M = Weight of steel column in kilograms per linear meter, D = Heated perimeter of steel column section in meters.

BERLIN CO LTD — Type WB 3, Investigated for Interior General Purpose. Type WB 4, Investigated for Interior General Purpose. Type WB 4, Investigated for Exterior Use with top coat as described in Item 3

GREENTECH THERMAL INSULATION PRODUCTS MFG CO L L C — Type WB 3, Investigated for Interior General Purpose. Type WB 4, Investigated for Interior General Purpose. Type WB 4, Investigated for Exterior Use with top coat as described in Item 3

ISOLATEK INTERNATIONAL — Type SprayFilm-WB 3 and Type WB 3, Investigated for Interior General Purpose. Type SprayFilm-WB 4 and Type WB 4, Investigated for Interior General Purpose. Type SprayFilm-WB 4 and Type WB 4, Investigated for Exterior Use with top coat as described in Item 3

NEWKEM PRODUCTS CORP — Type WB 3, Investigated for Interior General Purpose. Type WB 4, Investigated for Interior General Purpose. Type WB 4, Investigated for Exterior Use with top coat as described in Item 3

3. **Top Coat —** Type SprayFilm — TOPSEAL and Type TOPSEAL required for Exterior Use, applied at a minimum dry thickness of 14 mils (0.34 mm) over the intumescent material.

See Classification information in the **Mastic and Intumescent Coating** (CDWZ) category, Isolatek International, for mixing requirements.

* Indicates such products shall bear the UL or cUL Certification Mark for jurisdictions employing the UL or cUL Certification (such as Canada), respectively.

Last Updated on 2016-10-04

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UL Product iQ™

BXUV.Y614 - FIRE-RESISTANCE RATINGS - ANSI/UL 263

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- Authorities Having Jurisdiction should be consulted before construction.
- Fire resistance assemblies and products are developed by the design submitter and have been investigated by UL for compliance with applicable requirements. The published information cannot always address every construction nuance encountered in the field.
- When field issues arise, it is recommended the first contact for assistance be the technical service staff provided by the product manufacturer noted for the design. Users of fire resistance assemblies are advised to consult the general Guide Information for each product category and each group of assemblies. The Guide Information includes specifics concerning alternate materials and alternate methods of construction.
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BXUV - Fire Resistance Ratings - ANSI/UL 263 Certified for United States

BXUV7 - Fire Resistance Ratings - CAN/ULC-S101 Certified for Canada

See General Information for Fire-resistance Ratings - ANSI/UL 263 Certified for United States
Design Criteria and Allowable Variances

See General Information for Fire Resistance Ratings - CAN/ULC-S101 Certified for Canada
Design Criteria and Allowable Variances

Design No. Y614

September 22, 2016

Ratings — 1, 1-1/2, 2 and 3 Hr. (See Item 2)

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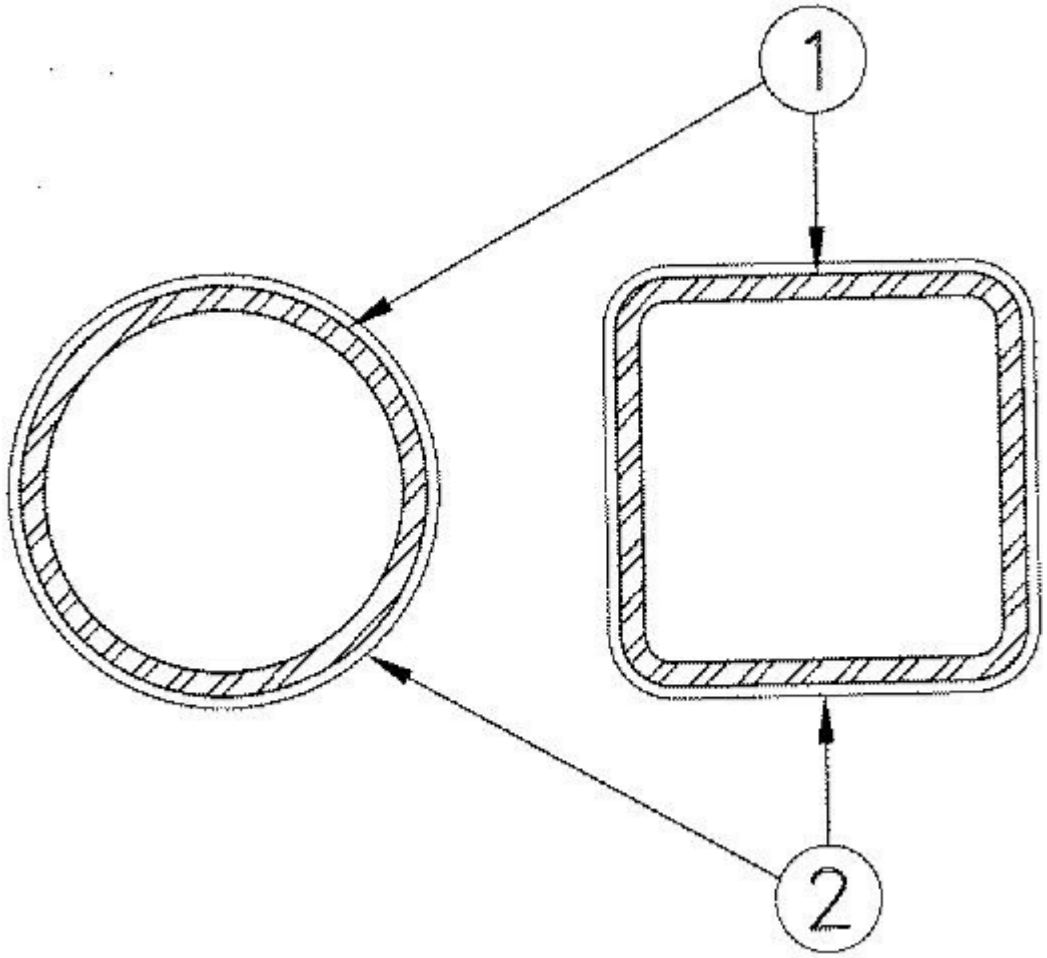

1. **Steel Column —** Steel tube (ST) or steel pipe (SP) with the minimum sizes shown in the table below. Columns shall be free of dirt, loose scale and oil. Columns shall be primed with a phenolic modified alkyd resin primer, a metal alkyd primer, an acrylic primer or an epoxy primer at a nominal thickness of 2 mil.

2. **Mastic and Intumescent Coatings* —** Coating spray, brush or trowel applied directly from containers to desired thickness. See table below for appropriate final dry thickness and applicable rating.

FOR STEEL PIPE

Steel Size	A/P	Hp/A	1 Hr		1-1/2 Hr		2 Hr	
			in.	mm	in.	mm	in.	mm
SP 4.5 x 0.313	0.29	135	0.117	2.99	—	—	—	—
SP 8 x 0.875	0.79	49	0.097	2.46	0.097	2.46	0.120	3.05
SP 8.625 x 0.5	0.47	85	0.097	2.46	0.138	3.50	0.202	5.14

FOR SQUARE AND RECTANGULAR STEEL TUBE

Steel Size	A/P	Hp/A	1 Hr		1-1/2 Hr		2 Hr		3 Hr	
			in.	mm	in.	mm	in.	mm	in.	mm
ST3.5x3.5x3/16	0.18	224	0.165	4.18	0.307	7.80	0.536	13.62	—	—
ST5x3x1/4	0.23	169	0.104	2.65	0.252	6.39	0.400	10.15	—	—
ST5x3x5/16	0.29	135	0.084	2.13	0.218	5.54	0.353	8.96	—	—
ST8x6x3/8	0.35	114	0.074	1.87	0.173	4.40	0.280	7.12	—	—

ST8x6x7/16	0.41	100	0.074	1.87	0.151	3.84	0.244	6.21	—	—
ST5x3x1/2	0.44	93	0.074	1.87	0.127	3.23	0.207	5.27	—	—
ST8x8x1/2	0.47	85	0.074	1.87	0.114	2.90	0.182	4.62	0.327	8.31

GREENTECH THERMAL INSULATION PRODUCTS MFG CO L L C — Type WB 3, Investigated for Interior General Purpose. Type WB 4, Investigated for Interior General Purpose. Type WB 4, Investigated for Exterior Use with top coat as described in Item 3

ISOLATEK INTERNATIONAL — Type SprayFilm-WB 3 and Type WB 3, Investigated for Interior General Purpose . Type SprayFilm-WB 4 and Type WB 4, Investigated for Interior General Purpose. Type SprayFilm-WB 4 and Type WB 4, Investigated for Exterior Use with top coat as described in Item 3

3. **Top Coat —** Type SprayFilm - TOPSEAL and Type TOPSEAL required for Exterior Use, applied at a minimum dry thickness of 14 mils (0.34 mm) over the intumescent material.

See Classification information in the **Mastic and Intumescent Coating** (CDWZ) category, Isolatek International, for mixing requirements.

Investigated for Interior General Purpose.

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Last Updated on 2016-09-22

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BXUV.Y622 - FIRE-RESISTANCE RATINGS - ANSI/UL 263

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- Authorities Having Jurisdiction should be consulted before construction.
- Fire resistance assemblies and products are developed by the design submitter and have been investigated by UL for compliance with applicable requirements. The published information cannot always address every construction nuance encountered in the field.
- When field issues arise, it is recommended the first contact for assistance be the technical service staff provided by the product manufacturer noted for the design. Users of fire resistance assemblies are advised to consult the general Guide Information for each product category and each group of assemblies. The Guide Information includes specifics concerning alternate materials and alternate methods of construction.
- Only products which bear UL's Mark are considered Certified.

BXUV - Fire Resistance Ratings - ANSI/UL 263 Certified for United States

BXUV7 - Fire Resistance Ratings - CAN/ULC-S101 Certified for Canada

See General Information for Fire-resistance Ratings - ANSI/UL 263 Certified for United States
Design Criteria and Allowable Variances

See General Information for Fire Resistance Ratings - CAN/ULC-S101 Certified for Canada
Design Criteria and Allowable Variances

Design No. Y622

September 23, 2016

Ratings — 1, 1-1/2, 2, 3 and 4 Hr. (See Item 2)

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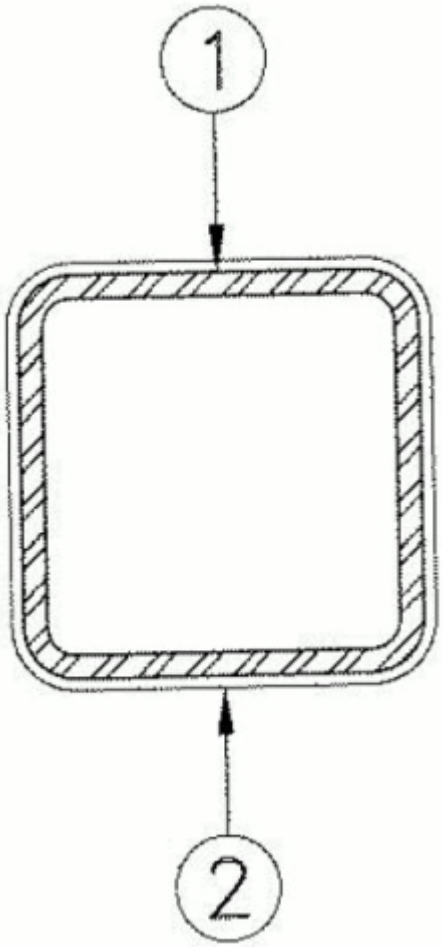

1. **Steel Column —** Steel tube (ST) with the minimum sizes shown in the table below. Columns shall be free of dirt, loose scale and oil. Columns shall be primed with a phenolic modified alkyd resin primer.

2. **Mastic and Intumescent Coatings* —** Coating spray, brush or trowel applied directly from containers to desired thickness. See table below for appropriate final dry thickness and applicable rating.

FOR SQUARE AND RECTANGULAR STEEL TUBE

			Thickness, mils (mm)				
Column Size	**A/P**	**Hp/A**	**1 Hr**	**1-1/2 Hr**	**2 Hr**	**3 Hr**	**4 Hr**
ST 8 x 8 x 5/8	0.58	67.9	56 (1.42)	93 (2.35)	148 (3.75)	273 (6.94)	NA
ST 8 x 8 x 3/4	0.68	57.9	48 (1.21)	79 (2.00)	126 (3.20)	233 (5.92)	NA
ST 10 x 10 x 7/8	0.8	49.2	41 (1.03)	67 (1.70)	107 (2.72)	198 (5.03)	NA
ST 10 x 10 x 1	0.9	43.7	36 (0.91)	59 (1.51)	95 (2.41)	176 (4.47)	NA
ST 12 x 12 x 1-1/4	1.12	35.1	29 (0.73)	48 (1.22)	76 (1.94)	141 (3.59)	NA
ST 12 x 12 x 1-1/2	1.31	30.0	25 (0.63)	41 (1.04)	65 (1.66)	121 (3.07)	NA
ST 14 x 14 x 1-3/4	1.53	25.7	23 (0.59)	35 (0.89)	56 (1.42)	104 (2.63)	NA
ST 14 x 14 x 2	1.71	23	23 (0.59)	31 (0.80)	50 (1.27)	93 (2.35)	165 (4.19)
ST 16 x 16 x 1	0.94	41.9	35 (0.88)	57 (1.45)	91 (2.31)	169(4.28)	NA
ST 16 x 16 x 2-1/2	2.11	18.7	23 (0.59)	28 (0.65)	41 (1.03)	75 (1.91)	134 (3.40)
ST 16 x 16 x 3	2.44	16.1	23 (0.59)	23 (0.59)	35 (0.89)	65 (1.65)	116 (2.94)

NA - Rating not applicable.

BERLIN CO LTD — Type WB 3, Investigated for Interior General Purpose. Type WB 4, Investigated for Interior General Purpose. Type WB 4, Investigated for Exterior Use with top coat as described in Item 3

GREENTECH THERMAL INSULATION PRODUCTS MFG CO L L C — Type WB 3, Investigated for Interior General Purpose. Type WB 4, Investigated for Interior General Purpose. Type WB 4, Investigated for Exterior Use with top coat as described in Item 3

ISOLATEK INTERNATIONAL — Type SprayFilm-WB 3 and Type WB 3, Investigated for Interior General Purpose. Type SprayFilm-WB 4 and Type WB 4, Investigated for Interior General Purpose. Type SprayFilm-WB 4 and Type WB 4, Investigated for Exterior Use with top coat as described in Item 3

NEWKEM PRODUCTS CORP — Type WB 3, Investigated for Interior General Purpose. Type WB 4, Investigated for Interior General Purpose. Type WB 4, Investigated for Exterior Use with top coat as described in Item 3

3. **Top Coat —** Type SprayFilm — TOPSEAL and Type TOPSEAL required for Exterior Use, applied at a minimum dry thickness of 14 mils (0.34 mm) over the intumescent material.

See Classification information in the **Mastic and Intumescent Coatings** (CDWZ) category, Isolatek International, for mixing requirements.

Investigated for Interior General Purpose.

* Indicates such products shall bear the UL or cUL Certification Mark for jurisdictions employing the UL or cUL Certification (such as Canada), respectively.

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UL Evaluation Report

UL ER13348-01

Issued: August 23, 2016
Revised: April 9, 2020

Visit UL's Product iQ™ On-Line Certifications Directory for current status of Report.

UL Category Code: ULFE

CSI MasterFormat®

DIVISION: 07 00 00 – THERMAL AND MOISTURE PROTECTION
Sub-level 2: 07 80 00 – Fire and Smoke Protection
Sub-level 3: 07 81 00 – Applied Fireproofing
Sub-level 4: 07 81 16 – Cementitious Fireproofing
Sub-level 4: 07 81 23 – Intumescent Fireproofing

COMPANY:

United States Mineral Products Co., DBA Isolatek International
41 Furnace St.
Stanhope, NJ 07874
973-347-1200
www.isolatek.com

1. SUBJECT:

	Product Trade Name	UL Product Designation
Spray-Applied Fire Resistive Materials	CAFCO® BLAZE-SHIELD® II	Type II
	CAFCO® BLAZE-SHIELD® II HS	Type II HS
	CAFCO® BLAZE-SHIELD® HP	Type HP
	CAFCO® 300	Type 300
	CAFCO® 300 AC	Type 300AC
	CAFCO® 300 HS	Type 300HS
	CAFCO® 300 ES	Type 300ES
	CAFCO® 300 SB	Type SB
	CAFCO® 400	Type 400
	CAFCO® 400 AC	Type 400AC
	CAFCO® 400 ES	Type 400ES
	CAFCO® 3000	Type 3000
	CAFCO® 3000 ES	Type 3000ES
	CAFCO® FENDOLITE® M-II	Type M-II
Hand-Applied Fire-Resistive Materials	CAFCO® FIBER-PATCH	Type P
	CAFCO® FENDOLITE® TG	Type TG
Adhesives/Additives	CAFCO® BOND-SEAL	Type EBS
	CAFCO® PRE-COAT	Type PC
	ISOLATEK® QWIK-SET®	
Intumescent Fire-Resistive Coatings	CAFCO® SprayFilm® WB 3	Type SprayFilm-WB 3, Type WB 3
	CAFCO® SprayFilm® WB 4	Type SprayFilm-WB 4, Type WB 4
	CAFCO® SprayFilm® WB 5	Type SprayFilm-WB 5, Type WB 5

2. SCOPE OF EVALUATION

- 2018, 2015, 2012, 2009, 2006 *International Building Code*® (IBC)

- ICC-ES Acceptance Criteria for Sprayed Fire-Resistant Materials (SFRMs), Intumescent Fire-Resistant Coatings and Mastic Fire-Resistant Coatings Used to Protect Structural Steel Members (AC23), dated December 2012

- ICC-ES Acceptance Criteria for Quality Documentation (AC10), dated January 2019

The products were evaluated for the following properties:

- Fire Resistance (ANSI/UL 263, ASTM E119)
- Surface Burning Characteristics (ANSI/UL 723, ASTM E84)
- Tensile Bond (ASTM E736)
- Steel Deck Deflection (ASTM E759)
- Impact Resistance (ASTM E760)
- Compressive Strength (ASTM E761)
- Air-stream Resistance (ASTM E859)
- Mold Growth and Humidity Resistance (ASTM G21)
- Environmental Exposures (ANSI/UL 263, ASTM E119)

3. REFERENCED DOCUMENTS

- ANSI/UL 263, 14th Ed. (ASTM E119), Fire Tests of Building Construction and Materials
- ANSI/UL 723, 10th Ed. (ASTM E84), Test for Surface Burning Characteristics of Building Materials
- ASTM E736-00 (2011), Standard Test Method for Cohesion/Adhesion of Sprayed Fire-Resistive Materials Applied to Structural Members
- ASTM E759-92 (2011), Standard Test Method for Effect of Deflection on Sprayed Fire-Resistive Material Applied to Structural Members
- ASTM E760-92 (2011), Standard Test Method for Effect of Impact on Bonding of Sprayed Fire-Resistive Material Applied to Structural Members
- ASTM E761-92 (2011), Standard Test Method for Compressive Strength of Sprayed Fire-Resistive Material Applied to Structural Members
- ASTM E859-95, Standard Test Method for Air Erosion of Sprayed Fire-Resistive Materials (SFRMs) Applied to Structural Members
- ASTM G21-13, Standard Practice for Determining Resistance of Synthetic Polymeric Materials to Fungi

4. USES

CAFCO® BLAZE-SHIELD® II, CAFCO® BLAZE-SHIELD® II HS, BLAZE-SHIELD® HP, 300, 300 AC, 300 HS, 300 ES, 300 SB, 400, 400 AC, 400 ES, 3000, 3000 ES, and FENDOLITE® M-II are spray-applied fire resistive materials (SFRMs) intended for use in steel roof and floor assemblies and on structural steel beams, joists, columns, trusses, and walls.

CAFCO® FIBER-PATCH is a hand or trowel-applied fire resistive material intended for use for patching the CAFCO® BLAZE-SHIELD® II, CAFCO® BLAZE-SHIELD® II HS, BLAZE-SHIELD® HP, 300, 300 AC, 300 HS, 300 ES, 300 SB, 400, 400 AC, 400 ES, 3000, 3000 ES spray-applied materials. FENDOLITE® TG is a hand or trowel-applied fire resistive material intended for use in steel roof and floor assemblies and on structural steel beams, joists, columns, and trusses, for patching the FENDOLITE® M-II spray-applied material.

CAFCO® FENDOLITE® M-II and TG have been evaluated for exterior use in accordance with AC23.

CAFCO® BOND-SEAL, CAFCO® PRE-COAT, and ISOLATEK QWIK-SET are additional materials that may be used in conjunction with several of the SFRMs covered in this report, to aid in the application process.

CAFCO® SprayFilm® WB 3, CAFCO® SprayFilm® WB 4, and CAFCO® SprayFilm® WB 5 are intumescent fire resistive materials (IFRMs) that are applied to structural steel beams, columns and floor assemblies for use as fire protection.

5. PRODUCT DESCRIPTION

5.1 Spray-Applied Fire Resistive Materials

The spray-applied and hand-applied fire resistive materials covered in this report are of various densities that are specified in the UL Fire-Resistive Designs listed on the CHPX.R13348 Classification Card.

In general, CAFCO® BLAZESHIELD® II, CAFCO® BLAZE-SHIELD® II HS, 300, 300 AC, 300 HS, 300 ES, 300 SB, 3000, and 3000 ES are commercial density products for use in construction applications. The CAFCO® BLAZESHIELD® HP, 400, 400 AC, and 400 ES are medium density SFRMs for use in construction applications. CAFCO® FENDOLITE® M-II and FENDOLITE® TG are high density SFRMs for use in construction applications and are acceptable for use in exterior locations.

CAFCO® FIBER-PATCH may be used to hand patch CAFCO® BLAZESHIELD® II, II HS, HP, 300, 300 AC, 300 HS, 300 ES, 300 SB, 3000, 3000 ES, 400, 400 AC, and 400 ES products. CAFCO® FENDOLITE® TG may be used to hand patch FENDOLITE® M-II. Refer to guidelines for patching specified in the CHPX.R13348 Classification Card.

CAFCO® BOND-SEAL is an off-white liquid adhesive/sealant required in specific applications, as identified in the designs listed in the CHPX.R13348 UL Classification Card. If required, it shall be applied to the substrate prior to patching material. It is required on all cellular decks, as well as fluted steel deck that does not contain concrete, as shown in the appropriate UL Fire-Resistive Designs listed on the CHPX.R13348 Classification Card.

CAFCO® PRE-COAT is an adhesive/primer packaged as a grey, dry powder, and is required in specific application, as identified in the designs listed in the CHPX.R13348 UL Classification Card. When required, it shall be applied before application of the following SFRMs: CAFCO® 300, 300 AC, 300 HS, 300 ES, 300 SB, 3000, 3000 ES, 400, 400 AC, or 400 ES.

ISOLATEK QWIK-SET is an off-white set accelerator in powder form that is required for the CAFCO® 300 AC, 300 HS, 300 ES, 3000, 3000ES, 400AC, and 400 ES; it is optional for CAFCO® 300 and 300 SB.

5.2 Intumescent Fire Resistive Materials

The intumescent fire resistive materials covered in this report can be applied in the various thicknesses as specified in the UL Fire-Resistive Designs listed on the CDWZ.R16640 Classification Card.

CAFCO® SprayFilm® WB 3, CAFCO® SprayFilm® WB 4, and CAFCO® SprayFilm® WB 5 are water-based intumescent fire-resistive coatings for installation in construction applications. CAFCO® SprayFilm® WB 3 and SprayFilm® WB 4 provide up to 4-hour fire-resistance ratings, and CAFCO® SprayFilm® WB 5 provides up to and including 3-hour fire-resistance ratings, in accordance with ANSI/UL 263.

The SFRMs and IFRMs covered in this report have a flame spread index of 25 or less and a smoke developed index of 50 or less when tested in accordance with ANSI/UL 723 (ASTM E84).

6. INSTALLATION

6.1 General:

The SFRMs and IFRMs covered in this report must be installed in accordance with this report and the manufacturer's published installation instructions, which must be available to the applicators during installation at the jobsite.

The CAFCO® 300, 300 AC, 300 HS, 300 ES, 300 SB, 3000, 3000 ES, 400, 400 AC, 400 ES, or M-II SFRMs are mixed in a paddle or ribbon type mixer and machine-applied to the surface using varying air pressure and pumping rates to ensure accurate coverage. The products may be hand-patched using the guidelines outlined in the UL CHPX.R13348 Classification Card.

The CAFCO® BLAZE-SHIELD II, II HS, and HP materials are mixed by conditioning the material though the application equipment and pneumatically conveying it through the hose to the nozzle where mixed with water. The products may be hand-patched using CAFCO® FIBER-PATCH following the guidelines outlined in the UL CHPX.R13348 Classification Card.

CAFCO® FIBER-PATCH and FENDOLITE® TG are hand or trowel applied to the surface until the thickness required to meet the specified fire resistance rating is achieved.

The thickness and densities of each product shall comply with the requirements of the various assemblies and applications as specified in the corresponding designs listed on the CHPX.R13348 Classification Card. The materials shall be applied immediately after mixing, without retempering. The equipment and mixer shall be clean prior to mixing the material.

CAFCO® 300, 300 AC, 300 HS, 300 ES, 300 SB, 3000, 3000ES, 400AC, and 400 ES products may be injected with ISOLATEK QWIK-SET in the field, to aid in product yield and the setting process.

CAFCO® SprayFilm® WB 3, CAFCO® SprayFilm® WB 4, and CAFCO® SprayFilm® WB 5 are machine-applied, brush or trowel applied, after the application of approved primers on the steel surface.

6.2 Preparation of Substrate, Site and Surface Conditions

Prior to application of material, the substrate to receive the fire resistive materials shall be free of any substances or conditions that interfere with adhesion of the material, in accordance with 2018, 2015, 2012, 2009 IBC Section 704.13.3. Primers, paints, and encapsulants are allowed, provided they comply with 2018, 2015, 2012, 2009 IBC Sections 704.13.3.1 and 704.13.3.2.

The temperature of the substrate and ambient temperature should be kept at a minimum of 40°F (4.4°C) for SFRMs before, during, and for a minimum of 24 hours after application. For the intumescent materials, the substrate and ambient temperatures should be maintained between 50°F (10°C) and 100°F (38°C) before, during, and for a minimum of 72 hours after application.

CAFCO® BOND-SEAL may be applied as an adhesive prior to the SFRM material, directly to the steel surface, or as a sealer on the surface of the SFRM material itself.

CAFCO® PRE-COAT is applied prior to SFRMs to cover approximately 70% of the steel surface, as required by the relevant designs specified on the CHPX.R13348 Classification Card. Thickness of the PRE-COAT is included in the total final thickness of the SFRM.

If minimum bond strengths are not met at the jobsite, and for wide flange structural steel shape dimensions that do not meet the conditions specified in 2018, 2015, 2012, 2009 IBC Section 704.13.3.2 for allowing primers, paints, and encapsulants at the jobsite, a mechanical break is required. Refer to the various UL Fire-Resistive Designs in the CHPX.R13348, as well as the Guide Information Card for UL Category Code BXUV for specific requirements on the required mechanical break to facilitate the spray application of SFRMs.

6.3 Fire Resistive Assemblies

The SFRMs covered in this report shall be installed as specified in one or more of the UL Fire-Resistive Designs listed in the CHPX.R13348 Classification Card, for each of the corresponding SFRMs. The IFRMs in this report shall be installed as specified in one or more of the UL Fire-Resistive Designs listed in the CDWZ.R16640 Classification Card, for each of the corresponding IFRMs. Refer to the table in Section 1 of this report for the UL Product Designation for each Trade Name.

6.4 Thickness Tolerances

6.4.1 Spray-Applied Fire Resistive Materials

The minus tolerance of the SFRM thickness must be no greater than 1/4 inch (6.4 mm), or 25% of a design thickness of less than 1 inch (25.4 mm). When applicable, additional material must be applied to meet this tolerance.

When an individually measured SFRM thickness exceeds the design thickness by 1/4 inch (6.4 mm) or more, the thickness shall be recorded as the design thickness plus 1/4 inch (6.4 mm).

6.4.2 Intumescent Fire Resistive Materials

The minus tolerance of any individual IFRM thickness must be no less than 80% of the thickness specified in the applicable designs. When applicable, additional material must be applied to meet this tolerance.

When an individually measured IFRM thickness exceeds the design thickness by 20% or more, the thickness shall be recorded as the design thickness plus 20%. The average thickness shall not exceed the maximum tested thickness specified in the applicable designs by more than 10%.

6.5 Special Inspections

Special inspections are required for the SFRMs covered in this report, in accordance with 2018 and 2015 IBC Section 1705.14, 2012 IBC Section 1705.13, 2009 IBC Section 1704.12, or 2006 IBC Section 1704.10.

Special inspections are required for the IFRMs covered in this report, in accordance with 2018 and 2015 IBC Section 1705.15, 2012 IBC Section 1705.14, 2009 IBC Section 1704.13, or 2006 IBC Section 1704.11.

6.6 Physical Protection

The CAFCO® FENDOLITE® M-II and TG may be applied on exposed structural shapes less than 8 ft (2438 mm) from a floor, landing, or occupied space.

Where SFRMs are applied to a structural member and are subject to impact damage, the structural members shall be protected with FENDOLITE® M-II or TG applied at the required thickness in accordance with the fire-resistive design, or the fire resistive material shall be protected by corner guards or any other substantial jacket of metal or noncombustible material to at least 5 ft (1524 mm) from the finished floor, in accordance with 2018, 2015, 2012, 2009 IBC Section 704.9, or 2006 IBC Section 714.4.

7. CONDITIONS OF USE

7.1 General:

The fire-resistive materials described in this report comply with, or are suitable alternatives to what is specified in, those codes listed in Section 2 of this report, subject to the following conditions:

7.2 The products must be manufactured, identified, and installed in accordance with this report, the manufacturer's published installation instructions, and the applicable code. If there is a conflict between the manufacturer's installation instructions and this report, the report governs.

7.3 All assemblies shall be built in accordance with the applicable published UL designs, or as otherwise described in this report.

7.4 The density, thickness, and bond strength of the fire-resistive materials in this report must be measured in accordance with 2018 and 2015 IBC Section 1705.14, 2012 Section 1705.13, 2009 IBC Section 1704.12, or 2006 IBC Section 1704.10.

7.5 The CAFCO® 300 ES, CAFCO® 300 HS, and CAFCO® BLAZESHIELD® II HS SFRMs recognized in this report have been evaluated for use in high-rise buildings up to 420 feet (128) in height in accordance with 2018, 2015, 2012, 2009 IBC Section 403.2.4 and Table 403.2.4.

7.6 The CAFCO® BLAZESHIELD® HP, 400, 400 AC, 400 ES, 3000, 3000 ES, and FENDOLITE® M-II SFRMs recognized in this report have been evaluated for use in high-rise buildings up to and greater than 420 feet (128 m) in height in accordance with 2018 and 2015 IBC Section 403.2.4 and Table 403.2.4.

7.7 See UL's Online Certification Directory under UL File R13348 for Spray-applied Fire-Resistive Materials (CHPX) evaluated as a part of fire-resistance-rated assemblies in accordance with ANSI/UL 263.

7.8 See UL's Online Certification Directory under UL File R13348 for Mastic and Intumescent Coatings (CDWZ) evaluated as a part of fire-resistance-rated assemblies in accordance with ANSI/UL 263.

7.9 The fire resistive materials covered in this Evaluation Report are manufactured by Isolatek International, located at the manufacturing location(s) named below, under the UL LLC Listing/Classification and Follow-Up Service Program, which includes inspections in accordance with the quality elements of ICC-ES Acceptance Criteria for Quality Documentation, AC 10.

Plant Location
Huntington, IN
Stanhope, NJ
Houston, TX
San Bernardino, CA
Lawrence, MA

8. SUPPORTING EVIDENCE

8.1 Manufacturer's product literature and installation instructions.

8.2 Data in accordance with ICC-ES Acceptance Criteria for Quality Documentation (AC10), dated January 2019.

8.3 Data in accordance with ICC-ES Acceptance Criteria for Sprayed Fire-Resistant Materials (SFRMs), Intumescent Fire-Resistant Coatings and Mastic Fire-Resistant Coatings Used to Protect Structural Steel Members (AC23), dated December 2012.

8.4 UL Classification reports in accordance with ANSI/UL 263 (ASTM E119). See UL Product Certification Category, Spray-applied Fire-Resistive Materials (CHPX).

8.5 UL Classification reports in accordance with ANSI/UL 263 (ASTM E119). See UL Product Certification Category, Mastic and Intumescent Coatings (CDWZ).

8.6 UL Classification reports in accordance with ANSI/UL 723 (ASTM E84). See UL Product Certification Category, Cementitious Cement and Plaster Mixtures (BLPR).

9. IDENTIFICATION

The products described in this evaluation report are identified by a marking bearing the report holder's name, Isolatek International, the plant identification, the UL Listing/Classification Mark, and the evaluation report number UL ER13348-01. The validity of the evaluation report is contingent upon this identification appearing on the product or UL Listing/Classification Mark certificate.

10. USE OF UL EVALUATION REPORT

10.1 The approval of building products, materials or systems is under the responsibility of the applicable authorities having jurisdiction.

10.2 UL Evaluation Reports shall not be used in any manner that implies an endorsement of the product, material or system by UL.

10.3 The current status of this report, as well as a complete directory of UL Evaluation Reports may be found at UL.com via our UL Product iQ™:

UL Evaluation Reports

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John.Lavelle

From: Victoria.Gutierrez
Sent: Monday, September 22, 2025 2:47 PM
To: John.Lavelle
Subject: Fw: [External]Re: Request for confirmation of change: MBRSB Restroom Privacy Lock



VICTORIA GUTIERREZ

Field Engineer

KIEWIT WATER FACILITIES SOUTH CO.

302 Cliff Hestand Road, Sherman, TX 75090

832-451-2404

From: Quentin Geile <qgeile@plummer.com>
Sent: Thursday, September 18, 2025 7:49 AM
To: Victoria.Gutierrez <Victoria.Gutierrez@kiewit.com>; Thomas.Young-PTR <tyoung@plummer.com>
Cc: Green, Christian <cgreen@plummer.com>; Jaquelin.Torresherna <Jaquelin.Torresherna@ticus.com>
Subject: [External]Re: Request for confirmation of change: MBRSB Restroom Privacy Lock

Victoria,

This will work.

Quentin Geile, P.E.*
Project Manager
Plummer

P: 214.631.6100
D: 972.996.5720
C: 720.633.5705
www.plummer.com

*PE Licenses: TX, CO

From: Victoria.Gutierrez <Victoria.Gutierrez@kiewit.com>
Sent: Wednesday, September 17, 2025 8:26 AM
To: Young, Thomas <tyoung@plummer.com>
Cc: Quentin Geile <qgeile@plummer.com>; Green, Christian <cgreen@plummer.com>; Jaquelin.Torresherna <Jaquelin.Torresherna@ticus.com>
Subject: Fw: Request for confirmation of change: MBRSB Restroom Privacy Lock

CAUTION: This email originated from outside of Plummer. DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Thomas/Quentin,

See below email and attached product data for privacy lock details. Please let me know if this is acceptable.

Thank you,

Sherman
BROAD HORIZONS | WWTP CMAR

VICTORIA GUTIERREZ

Field Engineer

KIEWIT WATER FACILITIES SOUTH CO.

302 Cliff Hestand Road, Sherman, TX 75090

832-451-2404

From: Jaquelin.Torresherna <Jaquelin.Torresherna@ticus.com>
Sent: Friday, September 12, 2025 1:03 PM
To: Thomas.Young-PTR <tyoung@plummer.com>
Cc: Victoria.Gutierrez <Victoria.Gutierrez@kiewit.com>; John.Lavelle <John.Lavelle@Kiewit.com>; Christian <cgreen@plummer.com>; JosephD.Garcia <JosephD.Garcia@kiewit.com>
Subject: Request for confirmation of change: MBRSB Restroom Privacy Lock

Thomas,

We have installed door lock HW-5 in accordance with the project drawing A-001 and Spec 08 71 00 "Door Hardware". Through walks and discussions with Plummer, there has been a request to add a restroom privacy lock. A proposed privacy lock is attached for your review. Please review and confirm this change.

Thank you,
Jaquelin Torres

JAQUELIN TORRES

Field Engineer

KIEWIT WATER FACILITIES SOUTH CO.

302 Cliff Hestand Road, Sherman, TX 75090

Cell: 430-262-1191

JAQUELIN.TORRESHERNA@TICUS.COM

Outlook

Re: [External]Re: MBRS Window Film

From Victoria.Gutierrez <Victoria.Gutierrez@kiewit.com>
Date Mon 9/8/2025 1:56 PM
To Thomas.Young-PTR <tyoung@plummer.com>
Cc Jaquelin.Torresherna <Jaquelin.Torresherna@ticus.com>

I didn't see a roll smaller than that. It's okay, we'll have extra.

Sherman
BROAD HORIZONS | WWTP CMAR

VICTORIA GUTIERREZ

Field Engineer

KIEWIT WATER FACILITIES SOUTH CO.

302 Cliff Hestand Road, Sherman, TX 75090

832-451-2404

From: Young, Thomas <tyoung@plummer.com>
Sent: Monday, September 8, 2025 1:22 PM
To: Victoria.Gutierrez <Victoria.Gutierrez@kiewit.com>
Cc: Jaquelin.Torresherna <Jaquelin.Torresherna@ticus.com>
Subject: [External]Re: MBRS Window Film

That is what we are looking for. I am not sure that you need 25' of it.

Thomas R. Young II, PE
Construction Manager
Plummer

C: 806.778.2345
www.plummer.com

From: Victoria.Gutierrez <Victoria.Gutierrez@kiewit.com>
Sent: Monday, September 8, 2025 12:44 PM
To: Young, Thomas <tyoung@plummer.com>
Cc: Jaquelin.Torresherna <Jaquelin.Torresherna@ticus.com>
Subject: MBRS Window Film

CAUTION: This email originated from outside of Plummer. DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Hi Thomas,

I'm looking into window film options for the MBR Support restroom and office. I found a frosted privacy film from Uline that's designed specifically for bathroom use.
Please let me know if this is what you had in mind?

https://www.uline.com/BL_6576/Window-Protection-Film?pricode=WU471&AdKeyword=commercial%20window%20tint%20film&AdMatchtype=e&gad_source=1&gad_campaignid=6450558620&gbraid=0AAAAAD_uetNG9GOPNgOu5F8pqb_jL-NIJ&gclid=CjwKCAjw_fnFBhB0EiwAH_MfZq_a0v85nsxsjCHSRFfIfxzOoeOZYn8mPMpn1oBBSbiOX5L6g9jJihoCLYIQAvD_BwE

Privacy Film Roll - 36" x 25', Frosted White



Limit visibility and reduce distractions.

- **Privacy** – Frosted look for office partitions, bathrooms or laundry rooms.
- Durable polyester film. Blocks 25% of light.
- Accessories (sold separately):
  Film Solution – Required for proper application.
  Application Tool Kit – Includes squeegee, hand applicator and knife.

Thank you,

Sherman
BROAD HORIZONS | WWTP CMAR

VICTORIA GUTIERREZ

Field Engineer

KIEWIT WATER FACILITIES SOUTH CO.

302 Cliff Hestand Road, Sherman, TX 75090

832-451-2404

PLUMMER

Potential Change Order (PCO) Request

PROJECT NO:1422-005-03

PROJECT: South Wastewater Treatment Plant - MBR
OWNER: City of Sherman
CONTRACTOR: Kiewit Construction South
ENGINEER: Plummer Associates, Inc.
PCO NO.: 093

DESCRIPTION: Site Finishes Civil and Concrete Changes

NOTIFICATION BY CONTRACTOR

The Contractor proposes to make the additions, modifications, or deletions to the Work described in the Contract Documents, as shown in Attachment "A" and requests that you take the following action:

- ☐ Notify us that you concur that this change does not require a change in Contract time or amount and issue a Field Order.
- ☒ Issue a Change Order for performing the described change. Change in Contract amount is indicated in the attached detailed cost breakdown of labor, materials, equipment and all other costs associated with this change. Impacts on Contract Time are shown in the attached revised schedule.
- ☐ Authorize the Contractor to proceed with the described change. Payment will be requested at the unit price bid.
- ☐ Authorize the Contractor to proceed with the change under the time and materials provisions of the Contract.
- ☐ Authorize this change utilizing Approval of Contingency Fund.

By: Kory Kyllo Date: 10/21/2025

ENGINEER'S RESPONSE

We respond to your request as follows: **Recommended total Value of PCO 093 is $99,501.59**

- ☐ We concur that this is a no cost or time change. See attached/forthcoming Field Order No. / comments.
- ☐ Your proposal is recommended to the Owner with funding authorized by use of project Contingency Fund.
- ☒ Your proposal is recommended to the Owner. See attached/forthcoming proposed Change Order.
- ☐ Proceed with the change at the unit price bid.
- ☐ Proceed with the change under the time and materials provisions of the Contract.
- ☐ Additional information is required to evaluate this request. Provide information as described in the attached comments and resubmit.
- ☐ Potential Change Order Request is not accepted.

Construction Manager: Brian Beach Date: 10/30/25

Engineer: Date: 10-31-2025

Program Manager: Date: 11/2/25

Owner: Thomas J. Smith, P.E. Date: 11/3/2025

PAPE-DAWSON ENGINEERS

Project: COSK South Wastewater Treatment Plant - MBR Project

Owner: City of Sherman

Subject: Potential Change Order Review Memorandum

PCO093 – Site Finishes Civil and Concrete Changes

Date: 10/29/25

This Potential Change Order (PCO) is provided in response to COSK-KWT-DNG-RFI-0550. As a result of changes to the site grading and finishing requirements from what was agreed to in PCO-067 – Final Site Finishes Drawings and Specifications Rev. 1. When PCO-067 was approved, it was known that there may be minor changes to finishes because the site plan had been modified to accept temporary construction roads as the final roadway finishes. So, there were some minor grading, seeding, sidewalk, stairways, and pavement updates based on field conditions and guidance from the construction management team. This PCO provides for all labor, material, supervision, and equipment to install the added items to provide the final complete site finishes.

Below is a summary table of the history of this Potential Change Order (PCO) showing all submittals and total cost. Written comments and responses that were made on the PCO are included at the end of the PCO documentation

ID Number	Source (WCD, RFI, PCM)	Title	Submitted Date	Response Date	Total Cost or (Credit)
PCO 093	COSK-KWT-DNG-RFI-0550	Site Finishes Civil and Concrete Changes	10/14/2025	10/17/2025	$127,943.95
PCO 093	COSK-KWT-DNG-RFI-0550	Site Finishes Civil and Concrete Changes **R1**	10/21/2025	10/29/2025	$99,501.59

Reviews were provided by Plummer and Pape Dawson. It is the opinion of the combined project team that the cost provided in the final revision is an accurate cost for the work added and approval is recommended.

POTENTIAL CHANGE ORDER

Kiewit

Date: 10/21/2025	Potential Change Order #: PCO-0093	Revision #: 01
To: City of Sherman (COS) 220 W. Mulberry Street Sherman, TX 75090	Contract #: 1513-U Construction Manager at Risk (CMAR)	Project: South WWTP - MBR

Drawing, Specification, Equipment Number or Other Reference: COSK-KWT-PCO0067 Final Site Finishes Drawings and Specs R1

Description of the Proposed Change Order Work: Site Finishes Civil and Concrete Changes

CMAR had established the final site finishes civil and concrete scopes in PCO-067 Final Site Finishes Drawings and Specifications Rev. 1. PCO-067 was approved by the City on March 4, 2025, and included in Change Order No. 2 that was fully executed by all parties on March 26, 2025. Within PCO-067 was a table of assumptions and clarifications. Clarifications 17, 21, 29, and 34 all reference in some way that any work to the site finishes beyond what was included in PCO-067 would be considered a change, and that a PCO would be created for additional cost and additional time, if necessary. CMAR is providing this PCO in accordance with General Conditions 1.01 A. 51., 10.01 A. and B., and 10.03 A. This PCO is also submitted in accordance with General Conditions 12.01.B.2 and the value of the Work will be determined by a mutually agreed lump sum. This mutually agreed lump sum is only applicable to this specific PCO-0093 R1.

PCO-0093 R1 consists of additional scope to finish civil and concrete work, including modifications to the site concrete, addition of a rip-rap drainage swale and additional grading and hydroseeding in areas around the site. It also includes an addition for North Plant asphalt full-depth repair on the south parking lot of the existing administration and control building.

There were additional civil and grading operations performed by CMAR beyond this scope to alleviate drainage concerns, but as a collaborative member of the Sherman team, Kiewit Water Facilities South Co.'s proposal does not include these costs.

There is no current schedule impact from the additional scope identified in this PCO.

Kiewit Water Facilities South Co.'s proposal for this package represents $99,501.59.

This estimate is based on a 6-day workweek, 10 hours per day.

Kiewit has marked pages in this document “confidential” as they contain proprietary rates and other information that are trade secrets in reference to Texas Government Code 552.110.

This quote is valid for 30 days from date of submission in accordance with General Conditions 10.05 C. CMAR reserves the right to update the cost if those 30 days are exceeded.

Construction				**Estimated Effect on Contract Price**
Lump Sum ($)				Change Impact ($)
$99,501.59				**$99,501.59**
Detailed components of above categories must accompany this estimate (discipline, craft, commodity of material, etc.)				

Estimated Effect on Project Schedule (calendar days)		**Estimated Effect on Contract Terms**
Substantial Completion	N/A	N/A
Final Completion	N/A	N/A

Recommended by: Kiewit Water Facilities South Co.

Project Manager: _____ 10/21/25
Contractor Date

Basis of Estimate: Site Finishes Civil and Concrete Changes

Summary

1. **A – Direct Cost (Labor)**	Sub-Total	$5,851.95
2. **B – Direct Cost (Supervision)**	Sub-Total	$2,600.00
3. **C – Direct Cost (PM, Supplies, Equipment, Subs)**	Sub-Total	$75,158.25
4. **D – Indirect Cost**	Sub-Total	$0.00
5. **E – Est. B&I / COMM (1.50%)**	Sub-Total	$1,254.15
6. **F – G&A (9.622%)**	Sub-Total	$7,602.57
7. **G – Fee (8.50%)**	Sub-Total	$7,034.67
	Grand Total	**$99,501.59**

Initiator

PCO-0067 Final Site Finishes Drawings and Specifications Rev. 1 Clarification 17, 21, 29, and 34. This PCO captures any additional scope beyond what was included in PCO-067.

Merit

PCO-0067 Final Site Finishes Drawings and Specifications Rev. 1 Clarifications 17, 21, 29, and 34. This PCO-0093 R1 captures any additional scope beyond what was included in PCO-067.

Summary

CMAR had established the final site finishes civil and concrete scopes in PCO-067 Final Site Finishes Drawings and Specifications Rev. 1. PCO-0067 was approved by the City on March 4, 2025, and included in Change Order No. 2 that was fully executed by all parties on March 26, 2025. Within PCO-0067 was a table of assumptions and clarifications. Clarifications 17, 21, 29, and 34 all reference in some way that any work to the site finishes beyond what was included in PCO-0067 would be considered a change, and that a PCO would be created for additional cost and additional time, if necessary.

During the execution of the site finishes work, the Engineer and City directed some changes and adds. This included changes and adds to the site concrete, including the addition, relocation, and deletions of sidewalks, driveways, parking, and curbs. This added and removed scope for the site concrete subcontractor. These changes are shown and described in Attachment 8. It was also discussed and agreed upon in the Change Management call on October 9th, 2025, to perform a full depth asphalt repair on the south parking lot of the North Plant. This is due to the electrical subcontractor at the north plant, beyond the control of CMAR, tearing up the asphalt and installing duct bank in that parking lot.

Also added was a rip-rap drain swale on the slope between the carbon storage and blower building. This involved excavation, installation of rip rap, and recompacting of the slope between the structures.

The client also requested additional grading and more hydroseed needed to be applied in some areas. Re-hydroseeding cost was excluded in PCO-067 Clarification No. 21. Any labor and subcontractor costs

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2050 Roanoke Rd, Westlake, TX 76262

associated with these additions are captured in this PCO. A map is provided below to show the extent of additional seeding.



Re-Hydroseed Map

See attachments for a breakdown.

1. **A - Direct Cost (Labor)**

Total	$5,851.95

KIEWIT WATER FACILITIES SOUTH CO.
2050 Roanoke Rd, Westlake, TX 76262

Labor has been added for civil crews to install the rip-rap drainage swale between the carbon storage and blower building, and to regrade areas of concern and prep them to re-hydroseed. This scope captures any excavation, backfill, compaction, grading, and rip-rap install.

See attachments for a breakdown.

2. **B - Direct Cost (Supervision)**

Total	$2,600.00

The following is captured under B - Direct Cost (Supervision): A Field Engineer & Superintendent are required for PCO-0093 R1. The below breaks down the responsibilities for this additional scope of work:

Field Engineer

- Review documentation to identify all changes
- Estimate reviews with change management team
- Field presence
- Work with scheduling team to add new activities and/or adjust durations of CPM schedule and see if there were any schedule impacts

Superintendent

- Field presence/Supervising additional scope
- Work with scheduling team to provide input and identify any impacts

See attachments for a breakdown.

3. **C - Direct Cost (PM, Supplies, Equipment, Subs)**

Total	$75,158.25

The following is captured under C - Direct Cost (PM, Supplies, Equipment, Subs): Cost for the purchase of the rip-rap material used for the drainage swale. It also includes the subcontractor costs for changes made to the site concrete and asphalt and additional hydroseed.

See attachments for a breakdown.

4. **D - Indirect Cost**

Total	$0.00

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2050 Roanoke Rd, Westlake, TX 76262

5. **E - Est. B&I / COMM (1.50%)**

Total	$1,254.15

Est. Bond and Insurance / Commercial required for PCO 93 R1.

6. **F - G&A (9.622%)**

Total	$7,602.57

General and Administrative expenses required for PCO 93 R1.

7. **G - Fee (8.50%)**

Total	$7,034.67

Attachments

1. Colt Concrete Site Changes Cost Breakdown
2. Colt Concrete North Plant Full Depth Asphalt Change
3. Cooper Hydroseed Quote
4. GLS Rip-Rap Invoice
5. PCO 0093 R1 Cost Breakdown Structure
6. PCO 0093 R1 Resource Rate Register
7. PCO093 Comment Response Form
8. COSK-KWT-PCO0067 Final Site Finishes Drawings and Specs R1

PCO 0067 is included by reference. The file was removed by Ron Mick on 10/29/25 to reduce file size and length.

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COLT CONCRETE SITE FINISH & CONCRETE CHANGES

Item	Description	Add/Deduct	Cost Impact
1	Deduct South PTU Drive Isle	Deduct	$ (12,282.05)
2	Add PTU Sidewalk, Extend to tie into Building	Add	$ 354.55
3	Add PTU stairs	Add	$ 2,636.96
4	Add PTU sidewalk to Electrical Panel with Stair landing	Add	$ 4,379.98
5	Add PTU Electrical Slab 6" Curb	Add	$ 2,941.48
6	Delete section of sidewalk	Deduct	$ (210.50)
7	Delete Carbon Storage Drive Isle	Deduct	$ (6,705.16)
8	Add Carbon Storage Stairs	Add	$ 2,189.99
9	Add BRB Stairs #1	Add	$ 2,285.21
10	Add BRB Stairs #2	Add	$ 2,380.43
11	Sidewalk to go around Pipe Support at Tank	Add	$ 542.90
12	Delete Stairs on Northside of BRB	Deduct	$ (1,428.26)
13	Add V-Ditch	Add	$ 7,260.56
14	Add 6' Curb at Blower Building	Add	$ 5,331.44
15	Delete South MBR Support Building Sidewalk	Deduct	$ (4,907.98)
16	Add South MBR Support Buiding Drive Isle	Add	$ 4,021.92
17	Delete Sidewalk	Deduct	$ (4,542.37)
18	Add Sidewalk around switchgears and between manholes	Add	$ 1,373.88
19	Add Sidewalk outside of Sludge Pad	Add	$ 2,570.49
20	Add Drive Isle at Alkalinity	Add	$ 9,499.57
21	Add 6" curb to back of drive Isle at Alkalinity	Add	$ 674.09
22	Add Sidewalk to go from driveway to electrical panel. Sidealk adjacent to eye wash station	Add	$ 1,130.13
23	Add Sidewalk adjacent to structure and between concrete slabs	Add	$ 576.14
24	Add sidewalk with Stairs on each side of the electrical slab	Add	$ 6,474.38
25	Turn Sidewalk into V-Ditch	Modify	$ 2,425.89
26	Delete Sidewalks	Deduct	$ (432.08)
27	Delete South half of Drive Isle on westside of IPS	Deduct	$ (967.09)
28	Delete entire Drive Isle on east side of IPS	Deduct	$ (3,750.16)
29	Add 4' x 4' landing (exact location to be determined in the field)	Add	$ 177.27
30	The driveway and apron on the west side of the Blower Building was formed and ready to pour. Owner Rep said the approach apron was too high. We were told that the approach had to be taken out after it was already installed.	Add	$ 4,593.54
31	A driveway was moved from the carbon to the alkalinity area. Forms were initially set to be a straight drive, similar to what was originally shown at the carbon area, but the Owner Rep changed their mind to a 45-degree drive. This way drive approach would connect with the road at a lesser elevation. Forms had to be removed and resintalled for the angle drive. Then we were told to stop because the Owner Rep wanted to widen the entrance to drive at the approach. Kiewit had to come add dirt and fix grade to accomodate the widened approach.	Add	$ 5,124.35
		Total	$ 33,719.53

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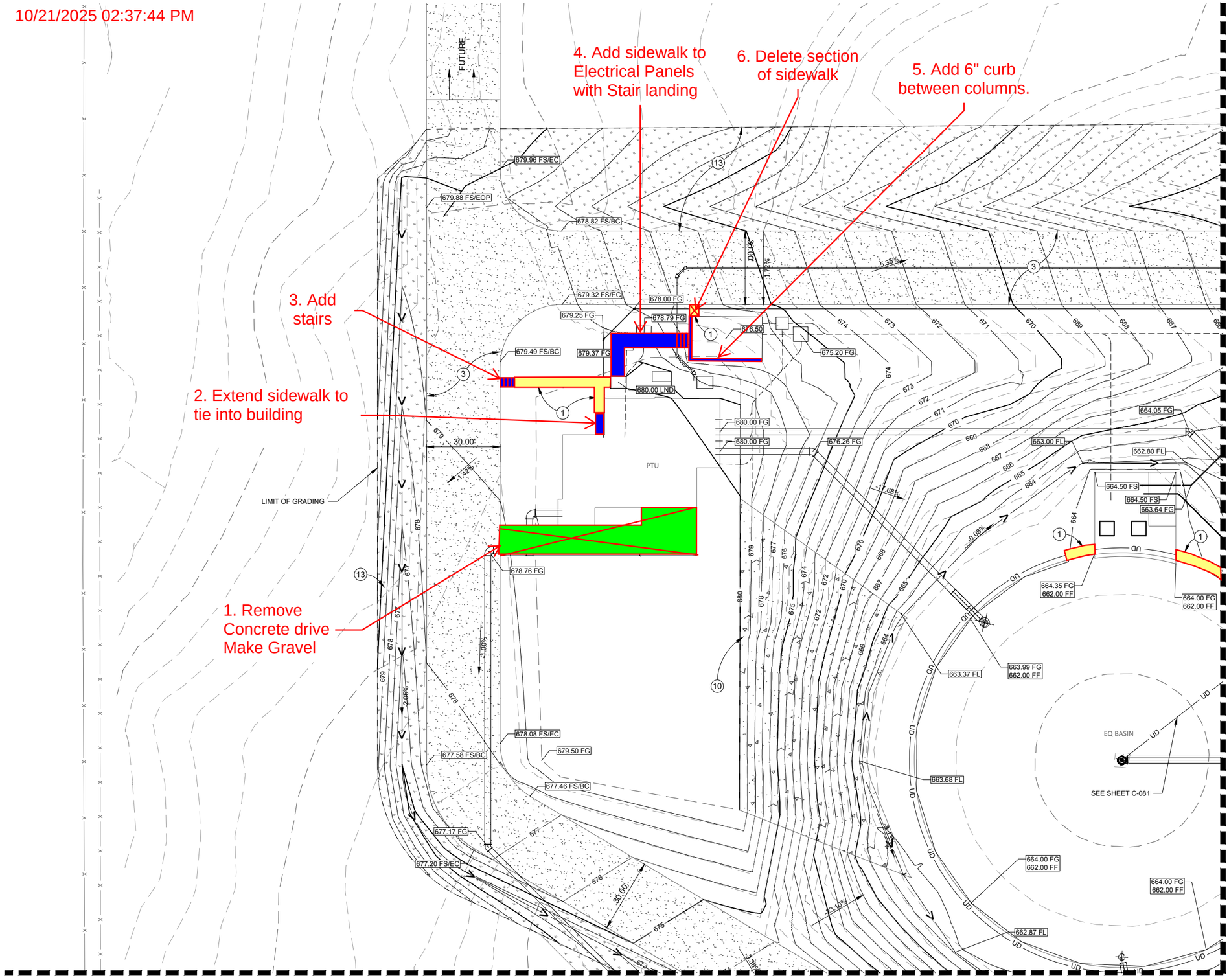

Applicable References:
GC-PLA-KWT-0134.00
WCD-009
COSK-PLA-CMS-FOR-0018

Mead & Hunt
Mead and Hunt, Inc.
4099 McEwen Road, Suite 450
Dallas, TX 75244
phone: 469-646-0160
Firm: F-9593
meadhunt.com

20 10 0 20 40
SCALE : 1" = 20'

CONSTRUCTION ITEMS

1. CONSTRUCT PCC SIDEWALK PER DETAIL 1/C-9008
2. CONSTRUCT PCC PARKING PAVEMENT PER DETAIL 2/C-9008
3. CONSTRUCT ROAD PER DETAIL 3/C-9008
4. CONSTRUCT ADA PARKING PER DETAIL 4/C-9008
5. CONSTRUCT IN-SLAB TRENCH DRAIN PER STRUCTURAL PLAN
6. CONSTRUCT CONCRETE BLOCK PER DETAIL 6/C-9008
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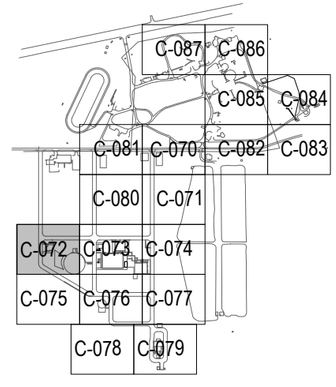
8. CONSTRUCT 8" PVC CULVERT
9. CONSTRUCT SIDEWALK STEPS PER DETAIL 2/C-9009
10. CONSTRUCT PCC SLOPE PROTECTION PER DETAIL 1/C-9009
11. CONSTRUCT DRIVE AISLE PER DETAIL 7/C-9009
12. CONSTRUCT CONCRETE CURB AND GUTTER, SEPARATE PER NCTCOG STD DRAWING NO 2110
13. CONSTRUCT HYDROMULCH

LEGEND

- (FUTURE PAVED ROAD)
- PCC
- RECYCLED PCC DRIVE
- HYDROMULCH
- UD — UNDER DRAIN LINE
- SD — STORM DRAIN LINE
- LIMIT OF GRADING
- STORM DRAIN INLET
- *EXISTING*



NO.	DATE	REVISION	BY
1	06/26/2024	WCD-009	CJS
0	04/12/2024	IFC SET	CJS

PLUMMER

1320 S UNIVERSITY DR, STE 300 | FORT WORTH, TX 76107
817.806.1700 | TBPE REGISTERED FIRM NUMBER F-13

Sherman
CLASSIC TOWN, BROAD HORIZON

CITY OF SHERMAN
SOUTH WASTEWATER TREATMENT PLANT - MBR

PRECISE GRADING PLAN III

STATE OF TEXAS
CHRISTOPHER J. SWORKE
136494
LICENSED PROFESSIONAL ENGINEER
6/27/24

IF THIS BAR DOES NOT MEASURE ONE INCH, DRAWING IS NOT TO LABELED SCALE

DESIGNED	CJS
DRAWN	DSM
CHECKED	SAS
REVIEWED	CJS
Seq.	
Dwg. No.	C-072
ENTIRE SHEET	1422-005-02

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MATCHLINE - SEE SHEET C-080

MATCHLINE - SEE SHEET C-072

MATCHLINE - SEE SHEET C-074

MATCHLINE - SEE SHEET C-076

7. Delete drive isle

30. Driveway apron removal

13. Add V-Ditch

14. Add 6" curb

12. Delete stairs

11. Sidewalk to go around pipe support pad

8. Add stairs

9. Add stairs

10. Add stairs

16. Add drive isle

15. Delete sidewalk

FUTURE

CARBON STORAGE
663.00 FF
662.98 FS

BLOWER STRUCTURE
651.98 FF

BIOLOGICAL REACTOR BASINS

RAS PS

MBR BASINS

MEMBRANE SUPPORT BUI
651.00 FF

FLOW SPLIT/MIXING STRUCTURE

METER VAULT

662.00 FS/BC
658.50 INV
662.00 FS/EC
658.00 INV
658.26 FS/BC
658.22 FS
661.24 FS/EC
662.28 FS
658.76 FS/EC
657.34 GB
653.31 FS/BC
661.74 FS/BC
661.74 FS/EC
661.57 FS/BC
662.75 FG
652.30 FS/EC
649.83 INV
661.64 FS
661.67 FS
660.80 FS/EOP
658.51 FG
662.94 FS
661.44 FS
661.40 FS
660.20 FS
660.14 FS
657.91 INV
656.60 FS
651.60 FS
656.60 FS
660.95 RIM
661.13 FS/EOP
661.50 GB
658.80 INV
658.95 INV
659.86 INV
660.95 GB
660.80 LND
661.00 LND
660.20 FS
657.70 FS
651.67 FS
651.50 LND
651.50 FS
650.98 FS
664.00
663.44
663.84 RIM
660.96 FG
660.72 FL
661.00 FS
661.20 FG
661.46 GB
662.00 GB
661.39 FG
661.26 FG
659.25 INV
660.80 FS
659.50 INV
661.00 FS
663.11 FG
663.86 FG
662.00 FF
664.00 FG
662.00 FF
661.01 FL
661.45 FL
661.80 FL
647.80 RIM
651.04 GB
651.08 FS
650.51 FS
652.00 FS/EC
651.56 FS
651.54 GB
651.56 FS
651.58 FS/BC
651.54 FG
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651.80 FS/BC
651.81 FS/EC
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651.90 FS
651.90 FS
651.96 FG
651.92 F
651.47 RIM
650.30 FS
649.99 FG
650.74 FS
650.77 FS
650.00 FS
649.72 FG
649.62 FG
650.00 FS
651.53 LND
651.58 FG
651.60 FS
656.60 FS
18"
24"
12"
30.00'
11.50'
4.00'
-6.12%

Applicable References:
GC-PLA-KWT-0134.00
WCD-009

Mead & Hunt

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4099 McEwen Road, Suite 450
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meadhunt.com

20 10 0 20 40
SCALE : 1" = 20'

CONSTRUCTION ITEMS

1. CONSTRUCT PCC SIDEWALK PER DETAIL 1/C-9008
2. CONSTRUCT PCC PARKING PAVEMENT PER DETAIL 2/C-9008
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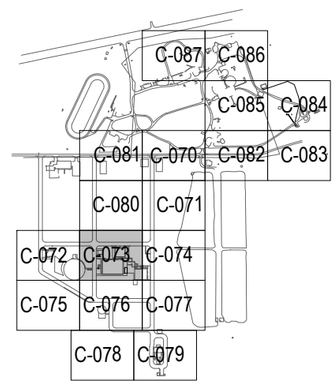
10. CONSTRUCT PCC SLOPE PROTECTION PER DETAIL 1/C-9009
11. CONSTRUCT DRIVE AISLE PER DETAIL 7/C-9009
12. CONSTRUCT CONCRETE CURB AND GUTTER, SEPARATE PER NCTCOG STD DRAWING NO 2110
13. CONSTRUCT HYDROMULCH

LEGEND

- (FUTURE PAVED ROAD)
- PCC
- RECYCLED PCC DRIVE
- HYDROMULCH
- UD — UNDER DRAIN LINE
- SD — STORM DRAIN LINE
- LIMIT OF GRADING
- STORM DRAIN INLET
- *EXISTING*



PLUMMER

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0	04/12/2024	IFC SET	CJS

Sherman
CLASSIC TOWN, BROAD HORIZON

CITY OF SHERMAN
SOUTH WASTEWATER TREATMENT PLANT - MBR EXPANSION

PRECISE GRADING PLAN IV

STATE OF TEXAS
CHRISTOPHER J. SWINNEA
136494
LICENSED
PROFESSIONAL ENGINEER
6/27/24

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DESIGNED	CJS
DRAWN	DSM
CHECKED	SAS
REVIEWED	CJS

Seq.
Dwg. No. C-073
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MATCHLINE - SEE SHEET C-071

MATCHLINE - SEE SHEET C-073

MATCHLINE - SEE SHEET C-077

LIMIT OF GRADING

FUTURE

18. Add sidewalk around SWGR and between manholes

17. Delete sidewalk

15. Delete sidewalk

SD SD SD SD SD

SLDG SLDG SLDG

26.29%

25.15%

23.25%

10' TOP

4.00'

4.00'

30.00'

Applicable References:
GC-PLA-KWT-0134.00
WCD-009
GC-PLA-KWT-0172.00
WCD-035

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20 10 0 20 40
SCALE : 1" = 20'

CONSTRUCTION ITEMS

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11. CONSTRUCT DRIVE AISLE PER DETAIL 7/C-9009
12. CONSTRUCT CONCRETE CURB AND GUTTER, SEPARATE PER NCTCOG STD DRAWING NO 2110
13. CONSTRUCT HYDROMULCH

LEGEND

- (FUTURE PAVED ROAD)
- PCC
- RECYCLED PCC DRIVE
- HYDROMULCH
- UD — UNDER DRAIN LINE
- SD — STORM DRAIN LINE
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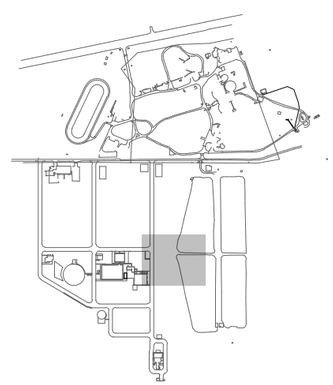

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NO.	DATE	REVISION	BY
2	09/11/2024	WCD-035	CJS
1	06/26/2024	WCD-009	CJS
0	04/12/2024	IFC SET	CJS

Sherman
CLASSIC TOWN, BROAD HORIZON

CITY OF SHERMAN
SOUTH WASTEWATER TREATMENT PLANT - MBR

PRECISE GRADING PLAN V

STATE OF TEXAS
CHRISTOPHER J. SWONKE
136494
LICENSED
PROFESSIONAL ENGINEER
9/12/2025

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DESIGNED	CJS
DRAWN	DSM
CHECKED	SAS
REVIEWED	CJS

Seq.

Dwg. No. C-074

ENTIRE SHEET

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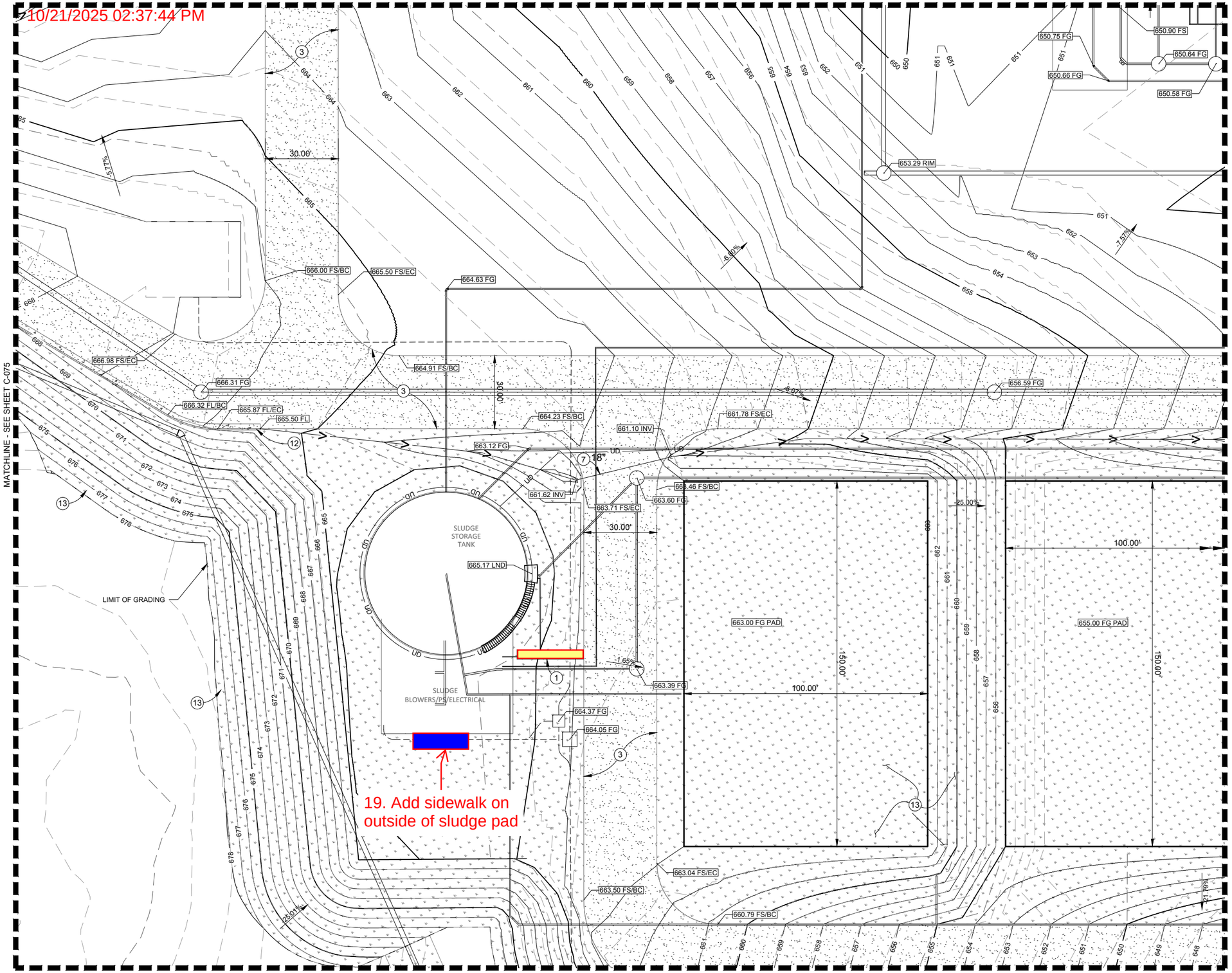
MATCHLINE - SEE SHEET C-075

MATCHLINE - SEE SHEET C-077

MATCHLINE - SEE SHEET C-078



Applicable References:
GC-PLA-KWT-0134.00
WCD-009

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20 10 0 20 40
SCALE : 1" = 20'

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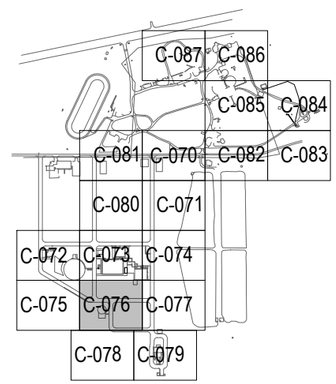
10. CONSTRUCT PCC SLOPE PROTECTION PER DETAIL 1/C-9009
11. CONSTRUCT DRIVE AISLE PER DETAIL 7/C-9009
12. CONSTRUCT CONCRETE CURB AND GUTTER, SEPARATE PER NCTCOG STD DRAWING NO 2110
13. CONSTRUCT HYDROMULCH

LEGEND

- (FUTURE PAVED ROAD)
- PCC
- RECYCLED PCC DRIVE
- HYDROMULCH
- UD — UNDER DRAIN LINE
- SD — STORM DRAIN LINE
- LIMIT OF GRADING
- STORM DRAIN INLET
- *EXISTING*



NO.	DATE	REVISION	BY
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0	04/12/2024	IFC SET	CJS

Sherman
CLASSIC TOWN, BROAD HORIZON

PLUMMER
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817.806.1700 | TBPE REGISTERED FIRM NUMBER F-13

CITY OF SHERMAN
SOUTH WASTEWATER TREATMENT PLANT - MBR

PRECISE GRADING PLAN VII

STATE OF TEXAS
CHRISTOPHER J. SYRONKE
136494
LICENSED PROFESSIONAL ENGINEER
6/27/24

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DESIGNED	CJS
DRAWN	DSM
CHECKED	SAS
REVIEWED	CJS

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Dwg. No. C-076
1422-005-02
ENTIRE SHEET

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10/21/2025 02:37:44 PM

MATCHLINE - SEE SHEET C-074

MATCHLINE - SEE SHEET C-076

-25.00%

30.00'

10.00'

-24.18%

EX. FENCE

638.70 INV
N: 7269203.02
E: 2554104.73

7 18"

638.32 INV
N: 7269138.61
E: 2554117.98

7 18"

26.93%

10' TOP

LIMIT OF GRADING

25.17%

16.04%

7 24"

20. Add drive isle

21. Add 6" curb to back of drive isle.

31. Driveway changes and delays

22. Add sidewalk to go from driveway to electric panel. sidewalk adjacent to eye wash station.

ALKALINITY STORAGE (RELOCATED)

C-079

Applicable References:
GC-PLA-KWT-0134.00
WCD-009
GC-PLA-KWT-0172.00
WCD-035

Mead & Hunt
Mead and Hunt, Inc.
4099 McEwen Road, Suite 450
Dallas, TX 75244
phone: 469-646-0160
Firm: F-9593
meadhunt.com

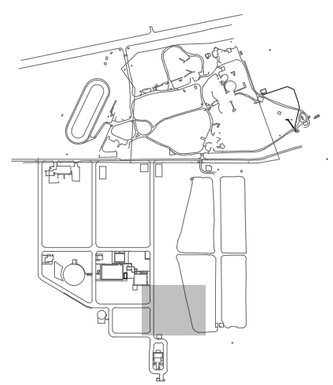
20 10 0 20 40
SCALE : 1" = 20'

CONSTRUCTION ITEMS

1. CONSTRUCT PCC SIDEWALK PER DETAIL 1/C-9008
2. CONSTRUCT PCC PARKING PAVEMENT PER DETAIL 2/C-9008
3. CONSTRUCT ROAD PER DETAIL 3/C-9008
4. CONSTRUCT ADA PARKING PER DETAIL 4/C-9008
5. CONSTRUCT IN-SLAB TRENCH DRAIN PER STRUCTURAL PLAN
6. CONSTRUCT CONCRETE BLOCK PER DETAIL 6/C-9008
7. CONSTRUCT RCP CULVERT
8. CONSTRUCT 8" PVC CULVERT
9. CONSTRUCT SIDEWALK STEPS PER DETAIL 2/C-9009
10. CONSTRUCT PCC SLOPE PROTECTION PER DETAIL 1/C-9009
11. CONSTRUCT DRIVE AISLE PER DETAIL 7/C-9009
12. CONSTRUCT CONCRETE CURB AND GUTTER, SEPARATE PER NCTCOG STD DRAWING NO 2110
13. CONSTRUCT HYDROMULCH

LEGEND

- (FUTURE PAVED ROAD)
- PCC
- RECYCLED PCC DRIVE
- HYDROMULCH
- UD — UNDER DRAIN LINE
- SD — STORM DRAIN LINE
- LIMIT OF GRADING
- STORM DRAIN INLET
- *EXISTING*



PLUMMER

1320 S UNIVERSITY DR, STE 300 | FORT WORTH, TX 76107
817.806.1700 | TBPE REGISTERED FIRM NUMBER F-13

NO.	DATE	REVISION	BY
2	09/11/2024	WCD-035	CJS
1	06/26/2024	WCD-009	CJS
0	04/12/2024	IFC SET	CJS

Sherman
CLASSIC TOWN, BROAD HORIZON

CITY OF SHERMAN
SOUTH WASTEWATER TREATMENT PLANT - MBR

PRECISE GRADING
PLAN VIII

STATE OF TEXAS
CHRISTOPHER J. SWONKE
136494
LICENSED
PROFESSIONAL ENGINEER
9/12/2025

IF THIS BAR DOES NOT MEASURE ONE INCH, DRAWING IS NOT TO LABELED SCALE

DESIGNED	CJS
DRAWN	DSM
CHECKED	SAS
REVIEWED	CJS

Seq.

Dwg. No. C-077

ENTIRE SHEET

1422-005-02

PRINTED: 9/12/2024 3:01 PM x:\4667540\230551.01\TECH\CAD\DRAWINGS\CURRENT\AUTOCAD\Grading Plan Alternate_Rebo Alk Relo Rd.dwg SAVED: 9/12/2024 2:47 PM SAVED BY: 02844 USER: Mohanad Hassan

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MATCHLINE - SEE SHEET C-077

MATCHLINE - SEE SHEET C-078

23. Sidewalk adjacent to structure and between concrete slabs.

24. Add Sidewalk with Stairs on each side of the electrical slab

25. Turn Sidewalk into V-Ditch

26. Delete sidewalks

27. Delete south half of drive isle

28. Delete drive isle

ALKALINITY STORAGE (RELOCATED)

INFLUENT PS ELECTRICAL

INFLUENT PUMP STATION

DIVERSION STRUCTURE

INSTRUMENT SHED

12" @ 0.2%

30.00'

LIMIT OF GRADING

Applicable References:
GC-PLA-KWT-0134.00
WCD-009
GC-PLA-KWT-0172.00
WCD-035

Mead & Hunt
Mead and Hunt, Inc.
4099 McEwen Road, Suite 450
Dallas, TX 75244
phone: 469-646-0160
Firm: F-9593
meadhunt.com

SCALE : 1" = 20'

CONSTRUCTION ITEMS

1. CONSTRUCT PCC SIDEWALK PER DETAIL 1/C-9008
2. CONSTRUCT PCC PARKING PAVEMENT PER DETAIL 2/C-9008
3. CONSTRUCT ROAD PER DETAIL 3/C-9008
4. CONSTRUCT ADA PARKING PER DETAIL 4/C-9008
5. CONSTRUCT IN-SLAB TRENCH DRAIN PER STRUCTURAL PLAN
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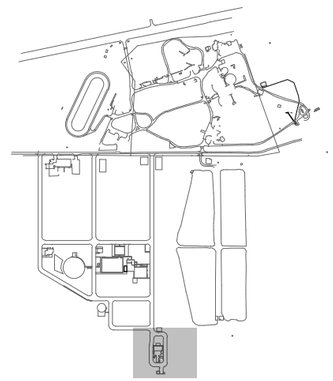
12. CONSTRUCT CONCRETE CURB AND GUTTER, SEPARATE PER NCTCOG STD DRAWING NO 2110
13. CONSTRUCT HYDROMULCH

LEGEND

- (FUTURE PAVED ROAD)
- PCC
- RECYCLED PCC DRIVE
- HYDROMULCH
- UD — UNDER DRAIN LINE
- SD — STORM DRAIN LINE
- LIMIT OF GRADING
- STORM DRAIN INLET
- *EXISTING*



PLUMMER
1320 S UNIVERSITY DR, STE 300 | FORT WORTH, TX 76107
817.806.1700 | TBPE REGISTERED FIRM NUMBER F-13

NO.	DATE	REVISION	BY
2	09/11/2024	WCD-035	CJS
1	06/26/2024	WCD-009	CJS
0	04/12/2024	IFC SET	CJS

Sherman
CLASSIC TOWN, BROAD HORIZON

CITY OF SHERMAN
SOUTH WASTEWATER TREATMENT PLANT - MBR

PRECISE GRADING PLAN X

STATE OF TEXAS
CHRISTOPHER J. SWONKE
136494
LICENSED
PROFESSIONAL ENGINEER
9/12/2025

IF THIS BAR DOES NOT MEASURE ONE INCH, DRAWING IS NOT TO LABELED SCALE

DESIGNED	CJS
DRAWN	DSM
CHECKED	SAS
REVIEWED	CJS

Seq.
Dwg. No. C-079
ENTIRE SHEET
1422-005-02

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Confidential

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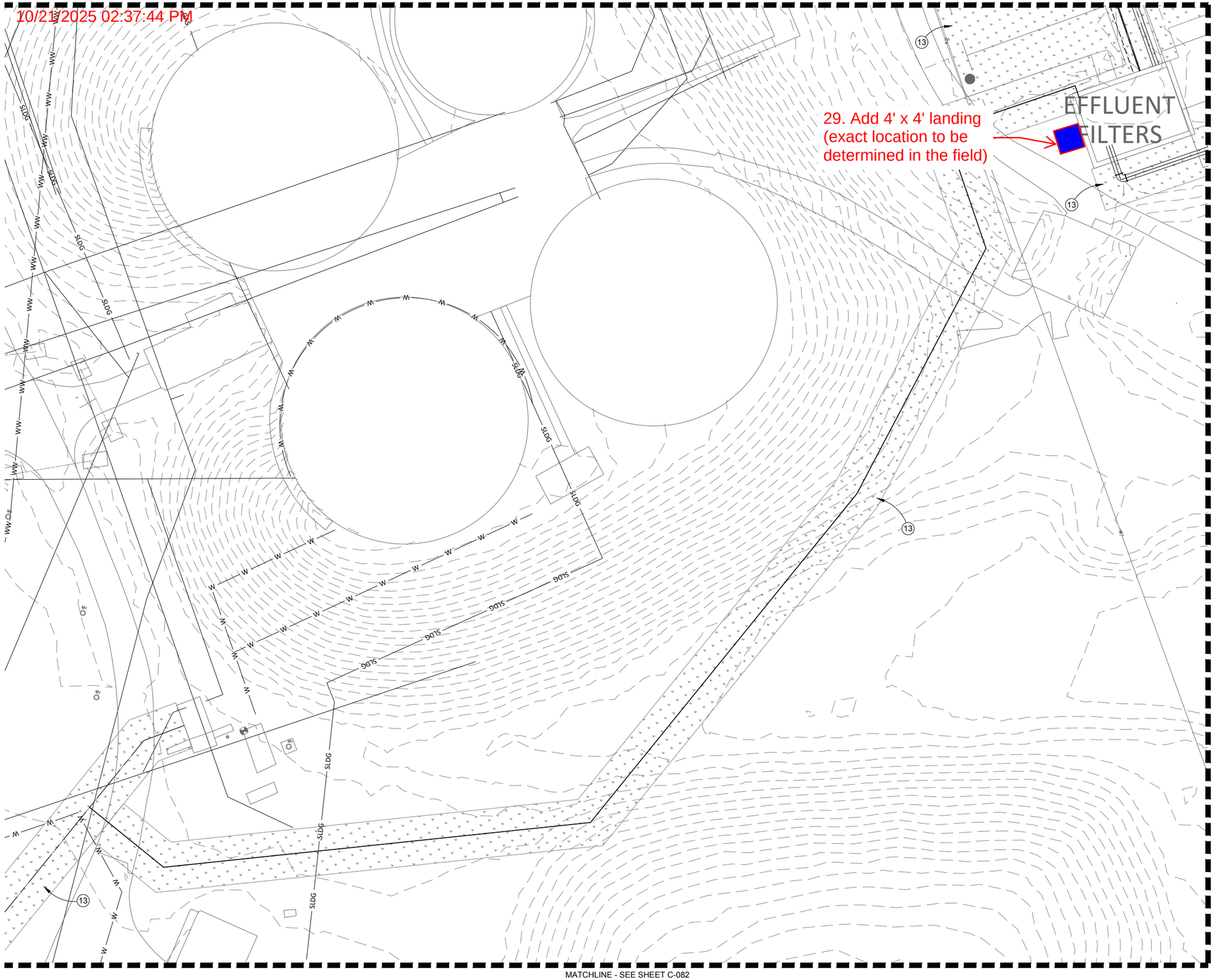
MATCHLINE - SEE SHEET C-086



MATCHLINE - SEE SHEET C-084

Applicable References:
WCD-009

Mead & Hunt

Mead and Hunt, Inc.
4099 McEwen Road, Suite 450
Dallas, TX 75244
phone: 469-646-0160
Firm: F-9593
meadhunt.com

20 10 0 20 40
SCALE : 1" = 20'

CONSTRUCTION ITEMS

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- (FUTURE PAVED ROAD)
- PCC
- RECYCLED PCC DRIVE
- HYDROMULCH
- UD — UNDER DRAIN LINE
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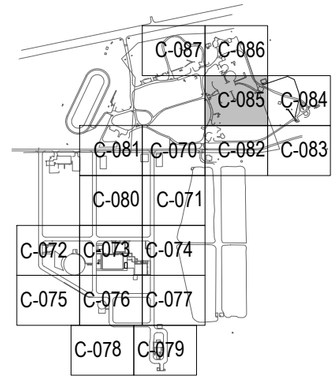

MATCHLINE - SEE SHEET C-082

PLUMMER

1320 S UNIVERSITY DR, STE 300 | FORT WORTH, TX 76107
817.806.1700 | TBPE REGISTERED FIRM NUMBER F-13

NO.	DATE	REVISION	BY
0	06/26/2024	WCD-009	CJS

Sherman
CLASSIC TOWN, BROAD HORIZON

CITY OF SHERMAN
SOUTH WASTEWATER TREATMENT PLANT - MBR

PRECISE GRADING
PLAN XVI

STATE OF TEXAS
CHRISTOPHER J. SWOMBLEY
136494
LICENSED
PROFESSIONAL ENGINEER
6/28/24

IF THIS BAR DOES NOT MEASURE ONE INCH, DRAWING IS NOT TO LABELED SCALE

DESIGNED	CJS
DRAWN	DSM
CHECKED	SAS
REVIEWED	CJS

Seq.

Dwg. No. C-085

1422-005-02

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Colt Concrete & Asphalt
Justin Towell, Cell: (972) 743-4902
jtowell@coltconcrete.com
11327 Kline Dr. Dallas, TX 75229
p (972) 484-2858 f (972) 484-2322

Change Order Date
10/8/2025
Job #: 2025-29813
Change Order #: 1

Kiewit Water South
Keith Grewcock

Project
CO1 - Full Depth Asphalt, Concrete, & Stripe
302 Cliff Hestand Rd
Sherman, TX 75090

Scope of Work

We propose to provide the labor, equipment, and materials as change/add to the original project:

Work Item(s) Summary BASE BID – Normal Business Hours – 1 Phase

Work Item 2 from BASE BID – Asphalt Mill & Overlay

- Set preconstruction meeting to verify scope of work, schedules, and customer expectations.
- Set barricades per Colt Standard Construction Methods & Material Specifications.
- Mill & Overlay **14,700sq.ft.** of ***2" Type D Asphalt*** in ***One Lift*** in 1 area.
- All repairs per Colt Standard Construction Methods & Material Specifications.
- Clean all construction areas with a thorough broom sweep.

Price:	**$65,642.16**

Work Item(s) Summary CO1 – Normal Business Hours – 1 Phase

Work Item 1 CO1 – Asphalt Full Depth Repair

- Demo asphalt, prep subgrade, and replace approximately **6,161sq.ft.** of ***3" Asphalt*** in ***two lifts*** in 2 areas.
- Colt to sawcut trenches. ***(Previously Completed)***
- Mill & Overlay **11,367sq.ft.** of ***2" Type D Asphalt*** in ***one lift*** in 1 area.

Work Item 3 – Misc

- **Restripe** affected areas back to existing conditions.
- All repairs per Colt Standard Construction Methods & Material Specifications.
- Clean all construction areas with a thorough broom sweep.

Price:	**$80,969.10**
CO1 ADJUSTED PRICE:	**$15,326.94**

Project Notes

- Please see *Colt Standard Construction Methods & Material Specifications* for construction details and *Work Items Illustrations* for pictures of work items. Site map and pictures are for reference only. The scope is solely defined in the Work Item(s) Summary section.
- Unless stated otherwise, this proposal assumes work to be completed in one phase.
- Price is subject to change if rock is encountered during any excavation.
- Price is subject to change if actual thickness of paving is greater than proposed thickness.

Change Order Acceptance/Terms and Conditions

All terms, conditions, exclusions and warranties per the original proposal or contract in place for this project. Change order must signed by customer before additional work to proceed.

Authorized Signature: _____ Date: _____

Name: _____ Title: _____



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ESTIMATE

Cooper Site Services, LLC
PO Box 8228
Ennis, TX 75120

colt@coopersiteservices.com
+1 (214) 500-0491
www.hydroseedingtx.com

COOPER SITE SERVICES
SOWING GOOD

Bill to
Kiewit - City of Sherman
302 Cliff Hestand Rd
Sherman, TX 75090

Ship to
Kiewit - City of Sherman
302 Cliff Hestand Rd
Sherman, TX 75090

Estimate details
Estimate no.: 2023
Estimate date: 02/24/2025

Job Name: Sherman Waste Water Treatment

#	Date	Product or service	Description	Qty	Rate	Amount
1.		**Sales; Hydromulch; HMB-01**	Hydromulch Common Bermuda (Standard Slurry: 1,800 LBS/Acre 100% Wood Fiber Mulch, Common Bermuda @ 65 LBS/Acre, Polyacrylamide @ 15 LBS/Acre, and 28-3-10 Slow Release Fertilizer @ 250 LBS/Acre) - SF	2248882	$0.075	$168,666.15
2.		**Sales; Temporary Irrigation; TI-01**	Automated Temp Irrigation System Installed, Maintained, & Removed after establishment - Acre	51.62	$3,000.00	$154,860.00
3.		**Sales; Temporary Irrigation**	4" Sch 40 Steel Sleeves for Road Crossings with Gravel Ramps by others - Ea	6	$300.00	$1,800.00
4.			Alternate Options: - Microlife Humates Plus Soil Amendment @ 640 LBS/Acre - $657/Acre x 51.62 Acres = $33,914.34 - 3 week Post Seeding Slow Release Fertilizer Application - $255/Acre @ 51.62 Acres = $13,161.10			
5.		**Qualifications**	Notes: - Pricing assumes adequate equipment access - Pricing assumes use of on-site water source for filling hydromulch machine (cost of water is by others) - Temp Irrigation Assumes multiple water source connections with available flow of 60 GPM Minimum - Quote is good for 90 days	1		$0.00

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- No warranty is provided for seeding on unsuitable soils
- No warranty is provided for non irrigated areas

Total **$325,326.15**

Note to customer

Thank you for the opportunity to provide this estimate. Feel free to contact us with any questions.

Sincerely,
Colt Cooper
Cooper Site Services LLC
DBA: Richmond Hydromulch & Seeding
Office: 214-500-0491

Accepted date **Accepted by**

Confidential

GLS Materials & Trucking
6483 FM 121
Van Alstyne, TX 75495
+19038159097
admin@glstrucks.com
www.GLSMaterialsAndTrucking.com

10/21/2025 02:37:44 PM

Invoice

BILL TO
Kiewit Construction

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
65654943	09/08/2025	$1,127.92	10/08/2025	Net 30	

	DESCRIPTION	QTY	RATE	AMOUNT
4X8	68773	24.52	46.00	1,127.92

Payable to:

BALANCE DUE **$1,127.92**

Treadstone US Capital LLC
PO Box 631627
Cincinnati OH 45263-1627
ACH & Wire
Fifth Third Bank
For Credit to: Treadstone US Capital LLC
ABA Routing: 042000314
Acct #: 7029122475

Trailer capacity is estimated at 25 to 28 tons per load.

Wait time beyond 30 minutes is billed at $150/hour.

Please note our Terms and Conditions located here: https://ln5.sync.com/4.0/dl/8280d40c0#rfdge6ix-8n4adnna-xe3ssh9f-bsqbb5z4

FINANCE CHARGES STARTING AT 18% WILL BE APPLIED IF BALANCE IS UNPAID UPON DUE DATE.

Cost Breakdown Structure (CBS) Register

KIEWIT CORPORATION

20053365-136123-01P - Sherman PCO Backup--Sherman WWTP Construction

CBS Position Code	Description	Quantity	Unit of Measure (Uom)	Manhours (MH)	Man Count	Equipment Count	Production (UOM/Mh)	Production UOM/Crew Hr	Unit Cost	Total Cost	Labor Cost	Construction Equipment Cost	Materials Cost	Supplies Cost	Subcontract Cost
4.1.6.2	PCO #0093 - Site Finishes Changes	1.00	Each	125.10	8.00	11.00	0.01	0.01	$99,501.59	$99,501.59	$7,051.95	$18,608.86	$2,527.92	$0.00	$55,421.47
4.1.6.2.1	A - Direct Cost (Labor)	1.00	Each	80.00	6.00	0.00	0.01	0.03	$5,851.95	$5,851.95	$5,851.95	$0.00	$0.00	$0.00	$0.00
4.1.6.2.1.1	Additional Civil Work on Slope Between Carbon and Blower Structures	1.00	Each	40.00	4.00	0.00	0.03	0.10	$2,976.80	$2,976.80	$2,976.80	$0.00	$0.00	$0.00	$0.00
4.1.6.2.1.1.1	Install - Civil Crew	1.00	Each	40.00	4.00	0.00	0.03	0.10	$2,976.80	$2,976.80	$2,976.80	$0.00	$0.00	$0.00	$0.00
4.1.6.2.1.2	Hydroseed Areas - Remove Rocks, Level, and Reseed Labor	1.00	Each	40.00	2.00	0.00	0.03	0.05	$2,875.15	$2,875.15	$2,875.15	$0.00	$0.00	$0.00	$0.00
4.1.6.2.1.2.1	Install - Civil Crew	1.00	Each	40.00	2.00	0.00	0.03	0.05	$2,875.15	$2,875.15	$2,875.15	$0.00	$0.00	$0.00	$0.00
4.1.6.2.2	B - Direct Cost (Supervision)	1.00	Each	16.00	2.00	0.00	0.06	0.06	$2,600.00	$2,600.00	$1,200.00	$0.00	$1,400.00	$0.00	$0.00
4.1.6.2.2.1	FE	1.00	Each	8.00	1.00	0.00	0.13	0.13	$1,200.00	$1,200.00	$1,200.00	$0.00	$0.00	$0.00	$0.00
4.1.6.2.2.2	Superintendent	1.00	Each	8.00	1.00	0.00	0.13	0.13	$1,400.00	$1,400.00	$0.00	$0.00	$1,400.00	$0.00	$0.00
4.1.6.2.3	C - Direct Cost (PM, Supplies, Equipment, Subs)	1.00	Each	29.10	0.00	11.00	0.00	0.01	$75,158.25	$75,158.25	$0.00	$18,608.86	$1,127.92	$0.00	$55,421.47
4.1.6.2.3.1	Additional Civil Work on Slope Between Carbon and Blower Structures	1.00	Each	8.80	0.00	6.00	0.00	0.10	$7,731.26	$7,731.26	$0.00	$6,603.34	$1,127.92	$0.00	$0.00
4.1.6.2.3.1.1	Install - Equipment	1.00	Each	8.80	0.00	6.00	0.00	0.10	$6,603.34	$6,603.34	$0.00	$6,603.34	$0.00	$0.00	$0.00
4.1.6.2.3.1.2	Install - Permanent Material - Rip Rap	24.52	Ton	0.00	0.00	0.00	0.00	0.00	$46.00	$1,127.92	$0.00	$0.00	$1,127.92	$0.00	$0.00
4.1.6.2.3.2	Hydroseed Areas - Remove Rocks, Level, and Reseed Labor	1.00	Each	20.30	0.00	5.00	0.00	0.01	$18,380.52	$18,380.52	$0.00	$12,005.52	$0.00	$0.00	$6,375.00
4.1.6.2.3.2.1	Install - Equipment	1.00	Each	7.10	0.00	4.00	0.00	0.10	$4,885.96	$4,885.96	$0.00	$4,885.96	$0.00	$0.00	$0.00
4.1.6.2.3.2.2	Reseed - Equipment - Water Truck	1.00	Each	13.20	0.00	1.00	0.00	0.02	$7,119.55	$7,119.55	$0.00	$7,119.55	$0.00	$0.00	$0.00
4.1.6.2.3.2.3	Subcontrator - Cooper Site Services - Reseed Areas	85,000.00	SF	0.00	0.00	0.00	0.00	0.00	$0.08	$6,375.00	$0.00	$0.00	$0.00	$0.00	$6,375.00
4.1.6.2.3.3	Subcontractor - Colt Concrete Changes & Adds	1.00	Each	0.00	0.00	0.00	0.00	0.00	$33,719.53	$33,719.53	$0.00	$0.00	$0.00	$0.00	$33,719.53
4.1.6.2.3.4	Subcontractor - Colt Concrete Asphalt - Full Depth Repair	1.00	Each	0.00	0.00	0.00	0.00	0.00	$15,326.94	$15,326.94	$0.00	$0.00	$0.00	$0.00	$15,326.94
4.1.6.2.4	D- Indirect Cost	1.00	Each	0.00	0.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
4.1.6.2.5	E - Est. B&I/COMM (1.50%)	1.00	Each	0.00	0.00	0.00	0.00	0.00	$1,254.15	$1,254.15	$0.00	$0.00	$0.00	$0.00	$0.00
4.1.6.2.6	F - G&A (9.622%)	1.00	Each	0.00	0.00	0.00	0.00	0.00	$7,602.57	$7,602.57	$0.00	$0.00	$0.00	$0.00	$0.00
4.1.6.2.7	G - Fee (8.50%)	1.00	Each	0.00	0.00	0.00	0.00	0.00	$7,034.67	$7,034.67	$0.00	$0.00	$0.00	$0.00	$0.00

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PCO-0093 R1 Site Finish Changes				
A	**DIRECTS - Labor**			
		LABOR	$	5,851.95
B	**DIRECTS - Supervision**			
		Supervision	$	2,600.00
C	**DIRECTS - Equip, PM, Supply, Subs**			
		Total	$	75,158.25
D	**Indirect Cost**			
		Itemized	$	-
E	**Est. Bonds/Insurance**			
	(on A, B, C, D)	1.50%	$	1,254.15
F	**G&A**			
	(on B, C, D, E)	9.622%	$	7,602.57
G	**Fee**			
	(on C, F)	8.50%	$	7,034.67
		TOTAL	**$**	**99,501.59**

All Resource Register

KIEWIT CORPORATION

20053365-136123-01P - Sherman PCO Backup--Sherman WWTP Construction

Resource Type	Resource Code	Description	Unit Cost (Scale 1)	Unit Cost (Scale 2)	Unit Cost (Scale 3)	Utilization Count	Unit of Measure
Construction Equipment Rate	2.10.009.00 (1).1 - BLUEBOOK	36-39 MT CAT 335	$133.62	$0.00	$0.00	20.00	Hour
Construction Equipment Rate	2.11.002.00.2 - BLUEBOOK	40 - 48" Single Drum /Smooth/ Vibro	$117.61	$0.00	$0.00	10.00	Hour
Construction Equipment Rate	2.03.014.00.2 - BLUEBOOK	Large Water Truck 4,000 gal	$99.86	$0.00	$0.00	80.00	Hour
Construction Equipment Rate	2.11.076.00 (1).1 - BLUEBOOK	Walk Behind Roller (2-Drum) RAMMEX	$69.69	$0.00	$0.00	20.00	Hour
Construction Equipment Rate	2.02.006.00 (1).2 - BLUEBOOK	1/2 Ton Pickup - Direct	$39.60	$0.00	$0.00	10.00	Hour
Construction Equipment Rate	2.37.006.00 (1).1 - BLUEBOOK	Cat 966 Loader	$124.77	$0.00	$0.00	20.00	Hour
Installed Material Rate	PCO-093 ROCK	Bull Rock	$46.00	$0.00	$0.00	24.52	Ton
Labor Rate	1.C.01.1.03.2	Laborer Certified (Journeyman) - 2024 RATES	$60.33	$75.73	$91.14	40.00	Hour
Labor Rate	1.C.01.4.18.2	Operator Excavator - 2024 RATES	$75.73	$98.84	$121.95	30.00	Hour
Labor Rate	1.C.01.1.02.2	Laborer Foreman - 2024 RATES	$84.97	$112.70	$140.43	10.00	Hour
Labor Rate	1.C.52.1.07.2 - 2024 RATE	Maintenance Mechanic (for equip maint only) - 2024 RATES	$80.35	$105.77	$131.19	29.10	Hour
Labor Rate	1.S.10.2.01 (1) (1)	Discipline Field Engineer - 2024	$150.00	$150.00	$150.00	8.00	Hour
Labor Rate	DISCIPLINE SUPERINTENDENT	Discipline Superintendent - 2024	$175.00	$175.00	$175.00	8.00	Hour
Unique Rate	PCO-0093 COLT 1 R1	PCO-0093 Site Finishes Changes - Colt Concrete	$33,719.53	$0.00	$0.00	1.00	Each
Unique Rate	PCO-0093 COLT 2	PCO-0093 North Plant Asphalt - Colt Concrete	$15,326.94	$0.00	$0.00	1.00	Each
Unique Rate	PCO-0093 COOPER SITE SERVICES	PCO-0093 Cooper Site Services - Reseed	$0.08	$0.00	$0.00	85,000.00	SF

PAPE-DAWSON ENGINEERS

DESIGN SUBMITTAL COMMENT - RESPONSE FORM
CITY OF SHERMAN - MAJOR INFRASTRUCTURE IMPROVEMENTS PROGRAM

Sherman
CLASSIC TOWN. BROAD HORIZON.

PROJECT TITLE: COSK - South WWTP - MBR
DOCUMENT NAME: **COSK-KWT-PCO-093 Site Finishes Civil and Concrete Changes**

DOCUMENT TYPE: PCO
DOCUMENT NO.: PCO 093
DATE SUBMITTED: 10/17/2025
DATE RESPONSE REQUIRED: 11/17/2025

PREPARER: Kiewit
REVIEWERS: Plummer, Pape-Dawson
RESPONDERS (Program Design Consultant): Pape-Dawson

Comment No.	Document Section/Chapter/Appendix	Page/Exhibit No./ Drawing Sheet No.	Reviewer Name/ Initials	Comment		Response / Resolution	Comments Resolved (Yes/No)
1	General	1	BTB	Include credit via email on 10/16 from John Lavelle		Comment acknowledged. Credit to be included.	yes
2	General	1	BTB	Per PCO Sherman was to get 4" of base added to roadways. If Kiewit doesn't plan to do that work, please provide a credit to Sherman.		4" of base was installed on the roadways in phases over the last few months based on which areas of the job site were complete and ready to recieve it. This was accomplished across the site to get grade up to top of manholes.	yes
3	General	2	BTB	Who authorized this and where is backup documentation for justification?		See Approved PCO-067 Final Site Finishes Drawings and Specifications Rev. 1, Exception No. 21, "Any additional work required for CMAR to release the SWPPP permit is excluded and will be considered an additional change to this PCO. This exclusion includes but is not limited to any additional grading, re-hydroseed or any re-establishment of grass, watering, additional work on roads, and additional work on and around culverts. In addition to increased cost, any additional work may require an extension to the Final Completion date which will be provided. This Extension to the Final Completion date will not hold up final payment except for the additional cost in the future PCO to be able to release the SWPPP permit." The map of additional seeding was not authorized. Reseeding needs to occur in these areas for CMAR to release the SWPPP Permit.	yes
4	General	3	BTB	Submit plans for justification of these activities		These hours are mainly for Field Presence, ordering of materials, and coordinating with subcontractors. Over 120 direct manhours were estimated and used to complete the additional civil and concrete work. This work does not get accomplished without additional field supervision from the Field Engineers and Superintendents. Plans will not be provided.	yes

Comment No.	Document Section/Chapter/Appendix	Page/Exhibit No./ Drawing Sheet No.	Reviewer Name/ Initials	Comment		Response / Resolution	Comments Resolved (Yes/No)
5	General	3	BTB	Provide signed documents from Kiewits reviews		These hours are mainly for Field Presence, ordering of materials, and coordinating with subcontractors. Over 120 direct manhours were estimated and used to complete the additional civil and concrete work. This work does not get accomplished without additional field supervision from the Field Engineers and Superintendents. Signed documents will not be provided.	yes
6	General	4	BTB	Where is the $100,000 contingency that was placed in PCO 067? Provide justification and authorization of additional work or add in contingency in final site changes as a credit to Sherman to cover these additional costs.		Per Comment No. 15 on the Approved PCO-067 Final Site Finishes Drawings and Specifications Rev. 1, the contingency was requested by Plummer to be removed. The comment reads, "Remove the contingency. If additional grading is needed, an additional change will be negotiated." CMAR acknowledged that comment, stating that additional scope would be captured in a separate PCO. Therefore, no credit will be provided.	yes
7	General	5	BTB	Need quantities for evaluation.		Comment acknowledged. CMAR has communicated with subcontractor and is working to get breakdown by close of business on 10/22/25. However, CMAR has reviewed the pricing based on past cost and previous agreed-upon pricing from subcontractors, and finds the pricing reasonable.	yes
8	General	20	BTB	Water truck not used during initial seeding process. Delete from estimate.		The subcontractor will not be installing a temporary irrigation system for the re-seed, so a water truck will be required for watering the re-seeded areas. The temp irrigation used by the subcontractor was installed and used for 6 weeks of watering, therefore in lieu of the irrigation system, the water truck will be utilized for 6 weeks, estimating 2 hours per day. 5 days per week x 6 weeks = 30 days. 2 hours/day x 30 days = 60 hours for a water truck. This will not be deleted.	yes
9	General	20	BTB	What equipment is this? Sub does all work. Explain all equipment items.		This is equipment needed to prep the areas for seeding. CMAR performs this work, not the subcontractor. The areas may be rutted or uneven, so equipment was used to bring in dirt, water, and compact before re-seeding. This includes an excavator, loader, water truck, and walk behind roller.	yes
10	General	6	TRY	Why were these steps so much more than the one below it?		The pricing for Item 3 is meant to be switched with the pricing on Item 4. This has been corrected on Attachment 01 - Colt Concrete Site Changes Cost Breakdown.	yes

Comment No.	Document Section/Chapter/Appendix	Page/Exhibit No./ Drawing Sheet No.	Reviewer Name/ Initials	Comment		Response / Resolution	Comments Resolved (Yes/No)
11	General	6	TRY	They need to look at this again. Sidewalk is possibly 1/3 or less than what was originally bid.		Comment acknowledged. The price has been reduced on Attachment 01 - Colt Concrete Site Changes Cost Breakdown.	yes
12	General	6	TRY	They were never told to remove the apron. They were asked not to place the apron yet due to drainage issues at the blower.		See Approved PCO-067 Final Site Finishes Drawings and Specifications Rev. 1, Exception No. 17. "CMAR excludes any responsibility pertaining to the sites Final Grade and storm water management performance. Any modifications to achieve desired performance will be considered a change and a PCO for additional cost and additional time to meet Final Completion will be required." Due to the drainage issues, the apron had to be removed to achieve the desired performance.	yes
13	General	6	TRY	Driveway was straight prior to the additional buildup for the Kiewit installed culvert. They should not have been allowed to proceed if grade changes were expected.		Engineer requested the change to move the driveway from the carbon to the magnesium structure, but did not provide updated drawings or formal direction for CMAR to follow and coordinate with subcontractor regarding the orientation of the driveway. CMAR to include partial credit in Comment No. 1 credit.	yes
14	General	6	TRY	Why were stairs not coorindated by the CMAR when grades were changed.		See Approved PCO-067 Final Site Finishes Drawings and Specifications Rev. 1, Exception No. 33. "CMAR excludes all scope pertaining to the Site Finish drawings that does not match what is in this PCO that is included in drawings C-070, C-071, C-072, C-073, C-074, C-075, C-076, C-077, C-078, C-079, C-080, C-081, C-082, C-083, C-084, C-085, C-086, C-087, C-088, C-089, C-094, and C-9009 for the cost benefit of the Owner. CMAR will proceed with scope agreed upon in PCO-0030 R1 and PCO-0067 R1." Stairs were not a part of the agreed upon scope, thus never added or priced.	yes

Comment No.	Document Section/Chapter/Appendix	Page/Exhibit No./ Drawing Sheet No.	Reviewer Name/ Initials	Comment		Response / Resolution	Comments Resolved (Yes/No)
15	General	20	TRY	This is due to the structure not being placed at the correct elevation. When will the bust be taken care of?		The carbon structure was constructed to the elevations shown on Contract Drawing S-371 and S-372. See Approved PCO-067 Final Site Finishes Drawings and Specifications Rev. 1, Exception No. 33. "CMAR excludes all scope pertaining to the Site Finish drawings that does not match what is in this PCO that is included in drawings C-070, C-071, C-072, C-073, C-074, C-075, C-076, C-077, C-078, C-079, C-080, C-081, C-082, C-083, C-084, C-085, C-086, C-087, C-088, C-089, C-094, and C-9009 for the cost benefit of the Owner. CMAR will proceed with scope agreed upon in PCO-0030 R1 and PCO-0067 R1." No further action will be taken.	yes
16	General	20	TRY	Where was this requested?		Jeff Rigdon with the City spoke with CMAR management about mowing of the new site. He was concerned with uneven and rocky areas affecting the mowers, and creating an unsafe environment. It was requested to level the uneven surfaces and remove large rocks.	yes
17	General	20	TRY	Where is the credit for the drainage pipe not being installed in between the IPS slab and the IPS electrical pad? C-079 Note 7.		Comment acknowledged. The price to purchase and install that drainage pipe was captured in the Approved PCO-067 Final Site Finishes Drawings and Specifications Rev. 1. A portion of that drainage pipe was installed at the IPS at the end of the newly constructed V-ditch and it runs east across the road. The rest of the drainage pipe was moved to the culvert at the pond that was installed per RFI-0550. The labor added to this PCO-093 for that drainage pipe will be removed, as it was already captured in PCO-067.	yes

SUPPORTING DOCUMENTATION

08 - COSK-KWT-PCO0067 Final Site Finishes Drawings and Specs R1

PCO 067 R1 is included by reference, the file was removed by Ron Mick on 10/29/2025 to reduce file size.

PLUMMER

Potential Change Order (PCO) Request

PROJECT NO:1422-005-03

PROJECT: South Wastewater Treatment Plant - MBR

OWNER: City of Sherman

CONTRACTOR: Kiewit Construction South

ENGINEER: Plummer Associates, Inc.

PCO NO.: 094

DESCRIPTION: WCD-044 PTU Plant Water System

NOTIFICATION BY CONTRACTOR

The Contractor proposes to make the additions, modifications, or deletions to the Work described in the Contract Documents, as shown in Attachment "A" and requests that you take the following action:

- ☐ Notify us that you concur that this change does not require a change in Contract time or amount and issue a Field Order.
- ☒ Issue a Change Order for performing the described change. Change in Contract amount is indicated in the attached detailed cost breakdown of labor, materials, equipment and all other costs associated with this change. Impacts on Contract Time are shown in the attached revised schedule.
- ☐ Authorize the Contractor to proceed with the described change. Payment will be requested at the unit price bid.
- ☐ Authorize the Contractor to proceed with the change under the time and materials provisions of the Contract.
- ☐ Authorize this change utilizing Approval of Contingency Fund.

By: Kory Kyllo Date: 10/10/2025

ENGINEER'S RESPONSE

We respond to your request as follows: **Recommended total Value of PCO 094 is $12,593.45**

- ☐ We concur that this is a no cost or time change. See attached/forthcoming Field Order No. / comments.
- ☐ Your proposal is recommended to the Owner with funding authorized by use of project Contingency Fund.
- ☒ Your proposal is recommended to the Owner. See attached/forthcoming proposed Change Order.
- ☐ Proceed with the change at the unit price bid.
- ☐ Proceed with the change under the time and materials provisions of the Contract.
- ☐ Additional information is required to evaluate this request. Provide information as described in the attached comments and resubmit.
- ☐ Potential Change Order Request is not accepted.

Construction Manager: Brian Beach Date: 10/30/25

Engineer: Date: 10/31/2025

Program Manager: Date: 11/2/25

Owner: Thomas J. Pruitt, P.E. Date: 11/3/2025

PAPE-DAWSON ENGINEERS

Project: COSK South Wastewater Treatment Plant - MBR Project

Owner: City of Sherman

Subject: Potential Change Order Review Memorandum

PCO094 – WCD-044 PTU Plant Water System

Date: 10/13/25

This Potential Change Order (PCO) is provided in response to WCD-044 to provide revisions to the Plant Water System at the Preliminary Treatment Unit (PTU). During initial startup testing of the systems at the PTU, it was noted that some slight piping modifications were needed to prevent water hammer and to provide for better operation of the plant water system. This PCO provides for all labor, materials, equipment, and supervision to make the required changes.

Below is a summary table of the history of this Potential Change Order (PCO) showing all submittals and total cost. Written comments and responses that were made on the PCO are included at the end of the PCO documentation.

ID Number	Source (WCD, RFI, PCM)	Title	Submitted Date	Response Date	Total Cost or (Credit)
PCO 094	WCD 044	Revision to the PTU Plant Water System	10/10/2025	10/13/2025	$12,593.45

Reviews were provided by Plummer and Pape Dawson. It is the opinion of the combined project team that the cost provided in the final revision is an accurate cost for the work added and approval is recommended.

POTENTIAL CHANGE ORDER

Kiewit

Date: 10/09/2025	Potential Change Order #: PCO-0094	Revision #: 00
To: City of Sherman (COS) 220 W. Mulberry Street Sherman, TX 75090	Contract #: 1513-U Construction Manager at Risk (CMAR)	Project: South WWTP - MBR

Drawing, Specification, Equipment Number or Other Reference: COSK-PSE-WCD0044 Revision to the PTU Plant Water System

Description of the Proposed Change Order Work: WCD-044 PTU Plant Water System

CMAR received WCD-044 Revision to the PTU Plant Water System on October 7th, 2025. CMAR is providing this PCO in accordance with General Conditions 1.01 A. 51., 10.01 A. and B., and 10.03 A. This PCO is also submitted in accordance with General Conditions 12.01.B.2 and the value of the Work will be determined by a mutually agreed lump sum. This mutually agreed lump sum is only applicable to this specific PCO-0094.

PCO-0094 consists of changes to the plant water system at the Preliminary Treatment Unit. This includes the installation of a check valve on the plant water header pipe upstream of the grit suction line connections and the installation of a water hammer arrestor on the booster pump system discharge line. These additions also involve the removal and reinstall of the heat trace and insulation in these areas. All labor, materials, equipment, and subcontracts are captured in this PCO-0094.

There is no current schedule impact from the additional scope identified in this PCO.

Kiewit Water Facilities South Co.'s proposal for this package represents $12,593.45

This estimate is based on a 6-day workweek, 10 hours per day.

Kiewit has marked pages in this document “confidential” as they contain proprietary rates and other information that are trade secrets in reference to Texas Government Code 552.110.

This quote is valid for 30 days from date of submission in accordance with General Conditions 10.05 C. CMAR reserves the right to update the cost if those 30 days are exceeded.

Construction				**Estimated Effect on Contract Price**
Lump Sum ($)				Change Impact ($)
$12,593.45				**$12,593.45**

Detailed components of above categories must accompany this estimate (discipline, craft, commodity of material, etc.)

Estimated Effect on Project Schedule (calendar days)		**Estimated Effect on Contract Terms**
Substantial Completion	N/A	N/A
Final Completion	N/A	N/A

Recommended by: Kiewit Water Facilities South Co.

Project Manager: _____ Contractor

10/9/2025 Date

Basis of Estimate: WCD-044 Revision to the PTU Plant Water System

Summary

1. **A – Direct Cost (Labor)**	Sub-Total	$3,518.97
2. **B – Direct Cost (Supervision)**	Sub-Total	$650.00
3. **C – Direct Cost (PM, Supplies, Equipment, Subs)**	Sub-Total	$6,872.13
4. **D – Indirect Cost**	Sub-Total	$0.00
5. **E – Est. B&I / COMM (1.50%)**	Sub-Total	$165.62
6. **F – G&A (9.622%)**	Sub-Total	$739.72
7. **G – Fee (8.50%)**	Sub-Total	$647.01
	Grand Total	**$12,593.45**

Initiator

Plummer: issuance of WCD 0044 Revision to the PTU Plant Water System.

Merit

Issuance of WCD 0044 Revision to the PTU Plant Water System updates by the Engineer.

Summary

CMAR received WCD 0044 Revision to the PTU Plant Water System on October 7th, 2025. WCD 0044 provided updated Contract Drawings M-301, M-303, and M-304. The scope consists of piping changes to the plant water system at the PTU. This includes the installation of a check valve on the plant water header pipe upstream of the grit suction line connections. The check valve is required to prevent backflow of grit into the system if the plant water source is turned off to the PTU. It also includes the installation of a water hammer arrestor on the booster pump system discharge line going to the fine screens.

Both additions require the purchase of the proper materials: the check valve, water hammer arrestor, and necessary piping appurtenances required to make the connections. The installed heat trace and insulation will need to be removed and reinstalled after the connections are made.

See attachments for a breakdown.

1. **A - Direct Cost (Labor)**

Total	$3,518.97

Labor has been added for modifying the plant water lines at the PTU to add the check valve and water hammer arrestor. Labor includes the handling of materials to the specific operation location, removal of

KIEWIT WATER FACILITIES SOUTH CO.
2050 Roanoke Rd, Westlake, TX 76262

existing heat trace, insulation, and pipe, installation of the check valve and water arrestor, installation of adjacent pipe, installation of possible pipe supports, and cleaning the work.

See attachments for a breakdown.

2. **B - Direct Cost (Supervision)**

Total	$650.00

The following is captured under B - Direct Cost (Supervision): A Field Engineer & Superintendent are required for PCO-0094. The below breaks down the responsibilities for this additional scope of work:

Field Engineer

- Review documentation to identify all changes
- Estimate reviews with change management team
- Revise existing work plans.
- Field presence
- Work with scheduling team to add new activities and/or adjust durations of CPM schedule and see if there were any schedule impacts

Superintendent

- Review revised Work Plans (Individually and with Crew)
- Field presence/Supervising additional scope
- Work with scheduling team to provide input and identify any impacts

See attachments for a breakdown.

3. **C - Direct Cost (PM, Supplies, Equipment, Subs)**

Total	$6,872.13

The following is captured under C - Direct Cost (PM, Supplies, Equipment, Subs): Cost for the purchase of the check valve, water arrestor, and any associated piping needed for the additions. Subcontractor cost for the heat trace and insulation adjustments needed for both areas.

See attachments for a breakdown.

4. **D - Indirect Cost**

Total	$0.00

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5. **E - Est. B&I / COMM (1.50%)**

Total	$165.62

Est. Bond and Insurance / Commercial required for PCO 94.

6. **F - G&A (9.622%)**

Total	$739.72

General and Administrative expenses required for PCO 94.

7. **G - Fee (8.50%)**

Total	$647.01

Attachments

1. COSK-PSE-WCD0044 PTU Plant Water System
2. PCO 0094 Cost Breakdown Structure
3. PCO 0094 Resource Rate Register
4. Check Valve Invoice
5. Water Hammer Arrestor Invoice
6. Miscellaneous Bulks Invoices
7. Magna Heat Trace and Insulation Quote

KIEWIT WATER FACILITIES SOUTH CO.
2050 Roanoke Rd, Westlake, TX 76262

Project:	South Wastewater Treatment Plant - MBR	**Project Number:**	
Owner:	Greater Texoma Utility Authority/City of Sherman		1513-U
Contractor:	Kiewit Water Facilities South Co.		105718
Engineer:	Plummer Associates		1422-005-02

Work Change Directive No.: 44 **Description:** PTU Plant Water System

Specification: N/A

Drawing No.: M-301 **Detail Description:** Revision to the PTU Plant Water System

Make the following additions, modifications, or deletions to the Work described in the Contract Documents:

Provide piping changes to the plant water system at the PTU as described in the attached supporting text and shown on the attached drawings.

Attachments:

- WCD 044 Supporting Text
- M-301, Rev 1, 6/17/2024 – markup for Check Valve
- M-303, Rev 1, 6/17/2024 – markup for Check Valve
- M-301, Rev 1, 6/17/2024 – markup for Water Hammer Arrestor
- M-303, Rev 1, 6/17/2024 – markup for Water Hammer Arrestor
- Water Hammer Arrestor spec sheet

Purpose of Work Change Directive:

Clarifications, design progression related to improvements at the PTU Plant Water System.

The Owner directs the Contractor to proceed with Work described in this Work Change Directive. Compensation for this Work will be determined using the methods described below. Costs for the Work Change Directive may not exceed the total authorized compensation shown for this Work Change Directive shown below without authorization of the Owner by other Work Change Directives or by Change Order. Contractor is to submit a Change Proposal when impacts on Contract Price and Contract Times can be determined. A Change Order or Contract Amendment is to be issued to incorporate changes in Contract Price and / or Contract Times.

Basis of Compensation:

☐ Unit Prices ☒ Lump Sum calculated using Cost of Work provisions in General Conditions Paragraph 12.01

☐ Time and Materials using Cost of Work provisions in General Conditions Paragraph 12.01

☐ Allowance based on provisions in General Conditions Paragraph 11.02.

Required Documentation:

☒ Detailed cost breakdown attached showing labor, materials, equipment and all other costs for this change

☒ Schedule attached to show impacts and justification for requested change in Contract Times if applicable

Compensation for this Work Change Directive may not exceed: $ N/A

Project:	South Wastewater Treatment Plant - MBR	**Project Number:**	
Owner:	Greater Texoma Utility Authority/City of Sherman		1513-U
Contractor:	Kiewit Water Facilities South Co.		105718
Engineer:	Plummer Associates		1422-005-02

Recommended by: Design Engineer

Name	Date
	9-24-2025

Recommended by: Project Construction Manager

Name	Date
Brian Beach	9-23-25

Approved by: Kiewit Water Facilities South Co.

Name	Date
	10/8/2025

Approved by: Program Manager

Name	Date
	9/24/25

Approved by: Greater Texoma Utility Authority

Name	Date
	10/7/2025

Approved by: City of Sherman

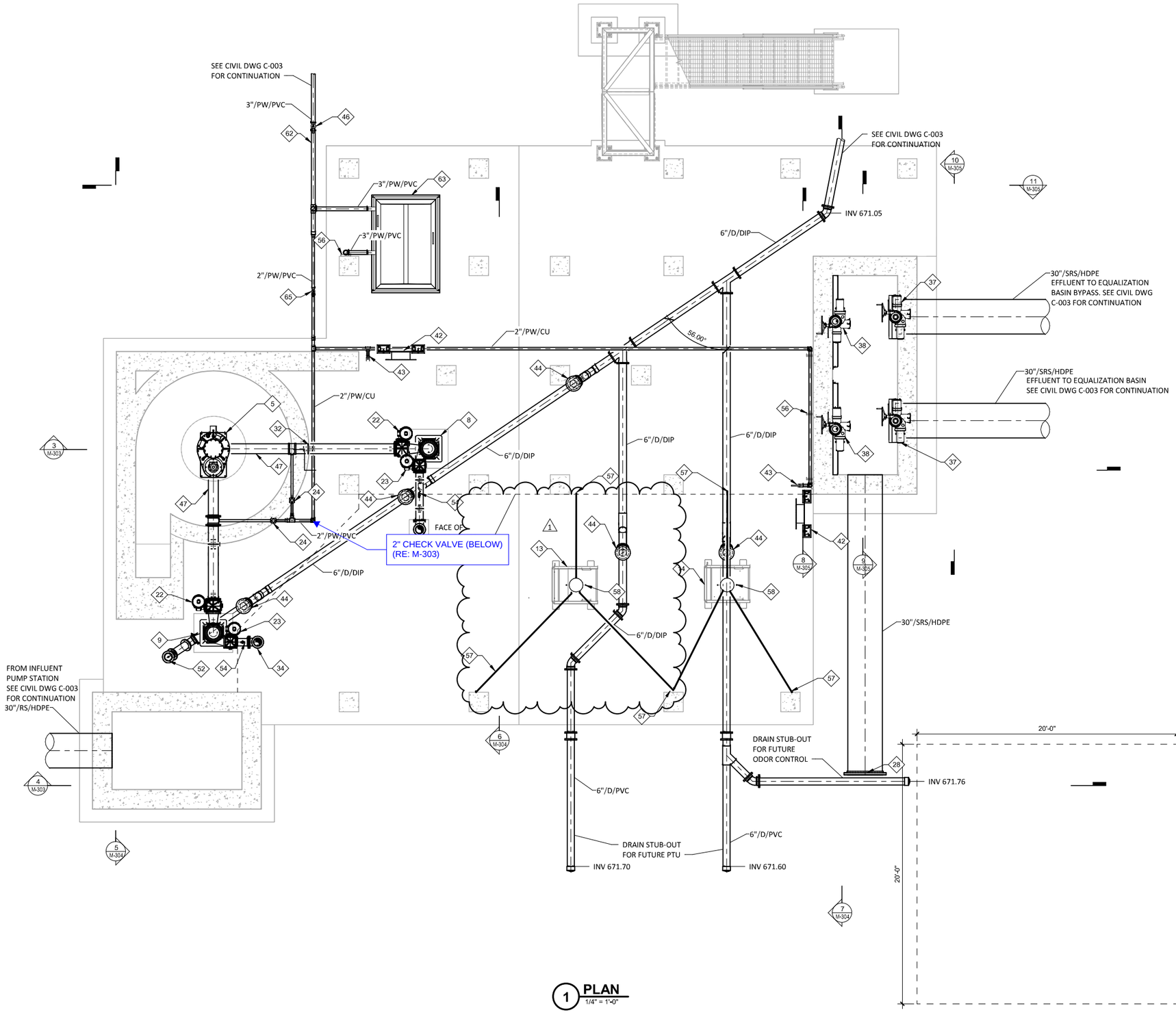
Name	Date
Thomas J. Pruitt P.E.	10/7/2025

WCD-044 PTU Plant Water System

This Work Change Directive includes the following modifications to the PTU plant water system:

1. Install a check valve on plant water header pipe upstream of the grit suction line connections. The check valve is required to prevent backflow of grit into the system if the plant water source is turned off to the PTU. Refer to Attachment A for the location and additional information.
2. Install a water hammer arrestor on the booster pump system discharge line going to the fine screens (Attachment B). There has been water hammer observed when the fine screens wash system solenoid valves close. The water hammer arrestor shall be Precision Plumbing Products Stainless Steel #316 Flanged Water Hammer Arrestor, Model SS-3000316FLG (Attachment C). The preset pressure shall be the average pressure in the plant water line, which has been reported to be 130 psi.

ATTACHMENT A



1 **PLAN**
1/4" = 1'-0"

SCALE: 1/4" = 1' - 0"

KEY NOTES

5	GRIT FLUIDIZER
8	GRIT PUMP NO. 1
9	GRIT PUMP NO. 2
13	GRIT CONTAINER
14	SCREENINGS CONTAINER
22	8" FL MANUAL PLUG VALVE
23	6" FL MANUAL PLUG VALVE
24	1 1/2" SOLENOID VALVE. SEE STANDARD DETAIL 301
28	30" MJ DISHED CAP
32	ADJUSTABLE PIPE SUPPORT. SEE STANDARD DETAIL 352
34	6" 90° FL SQUARE BASED ELBOW. SEE STANDARD DETAIL 353
37	30"X30" SELF CONTAINED SLIDE GATE. MOUNT PER STANDARD DETAIL 376.
38	80.25"X84" SELF CONTAINED WEIR GATE. MOUNT PER STANDARD DETAIL 376.
42	FREE STANDING HOSE RACK. SEE STANDARD DETAIL 304
43	2" BALL VALVE
44	6" FLOOR DRAIN. SEE STANDARD DETAIL 380
46	3" BALL VALVE AND VALVE BOX. SEE STANDARD DETAIL 194
47	PE X FL WALL PENETRATION. SEE STANDARD DETAIL 322
52	6" CLEANOUT. SEE STANDARD DETAIL 110
54	PRESSURE INSTRUMENT. SEE STANDARD DETAIL M294
56	FLUSH MOUNT PIPE SUPPORT. SEE STANDARD DETAIL 348
57	1/2" 316SS EYE BOLT SET IN FACE OF COLUMN OR SCREEN CHANNEL WITH 4" MINIMUM CAPSULE ANCHOR
58	SS BOLTED SLEEVE WITH 1/2" EYE BOLTS. BOLTS MAY NOT PENETRATE 12" CHUTE.
62	FIELD ROUTE 3" PW LINE TO BOOSTER PUMP SUCTION CONNECTION
63	SKID MOUNTED POTABLE WATER DUPLEX BOOSTER PUMP IN ENCLOSURE
65	2" BALL VALVE AND VALVE BOX. SEE STANDARD DETAIL 194

GENERAL NOTES

1. CONTRACTOR SHALL PROVIDE ALL FITTINGS, PIPING, PIPE SUPPORTS, MATERIALS, EQUIPMENT, AND APPURTENANCES AS REQUIRED FOR A COMPLETE AND OPERABLE SYSTEM.
2. INSULATION AND HEAT TRACING REQUIRED FOR ALL EXPOSED POTABLE WATER AND GRIT LINES. POTABLE WATER VALVES REQUIRE REMOVABLE JACKETS
3. REFER TO CIVIL DRAWINGS FOR PIPING CONTINUATIONS.
4. ACCEPTABLE ALTERNATIVE PIPE MATERIAL FOR UNDERSLAB POTABLE WATER LINES IS PVC SCHEDULE 80 MEETING NSF 61 CERTIFICATION, ENCASED IN FLOWABLE FILL PER DETAIL 100.

Mead&Hunt
TBPELS FIRM NO. F-8965

PLUMMER
6300 LA CALMA DRIVE, STE 400 | AUSTIN, TX 78752
512.452.5905 | TBPE REGISTERED FIRM NUMBER F-13

NO.	DATE	REVISION	BY
0	04/20/2024	ISSUED FOR CONSTRUCTION	MAP
1	06/17/24	WCD 024	RAV

Sherman
CLASSIC TOWN. BROAD HORIZON.

CITY OF SHERMAN
SOUTH WASTEWATER TREATMENT PLANT - MBR

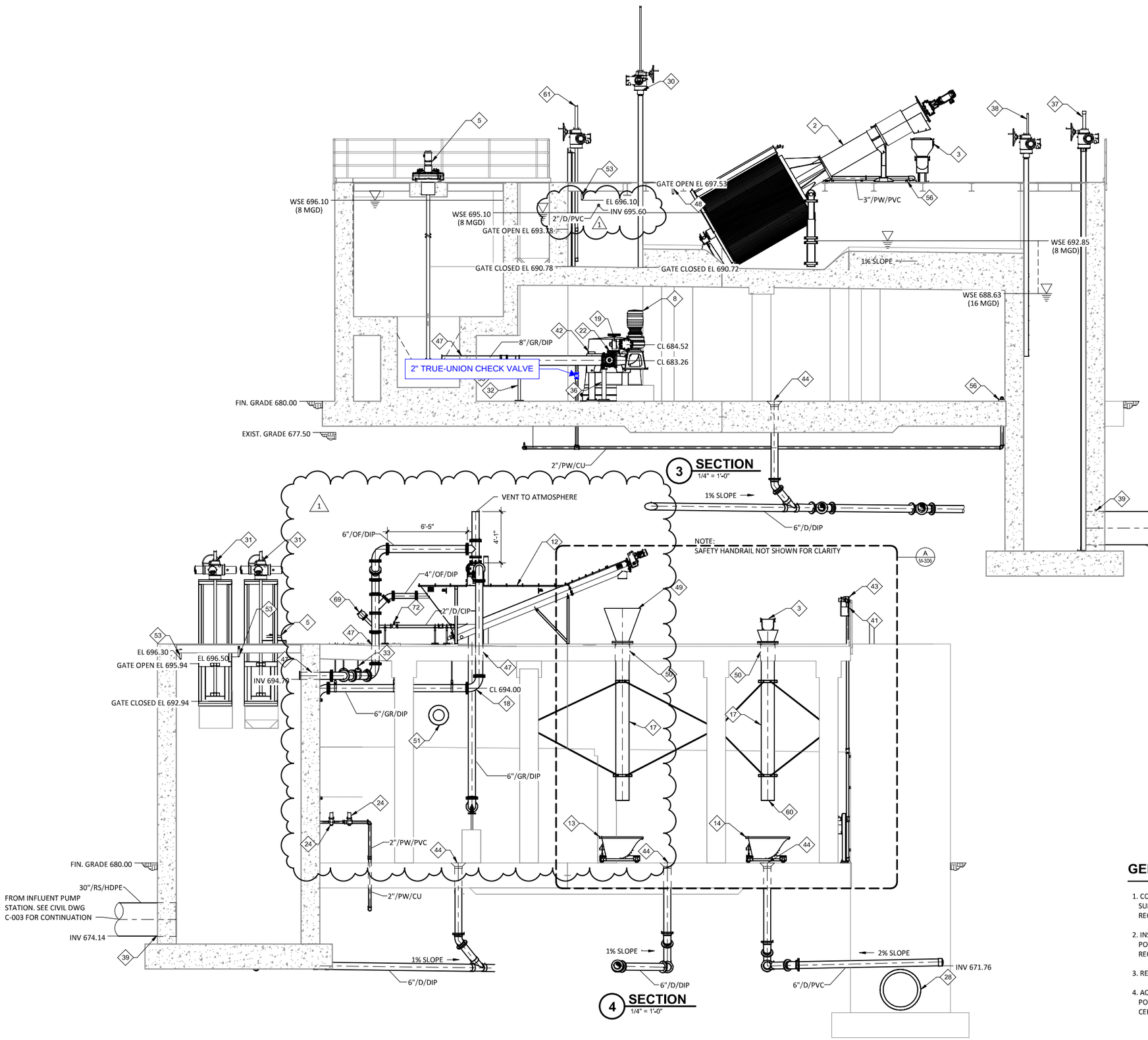
PROCESS MECHANICAL
PRELIMINARY TREATMENT UNIT LOWER PLAN

STATE OF TEXAS
ROSS ARLEN VARIN III
150334
LICENSED
PROFESSIONAL ENGINEER
06/17/2024

IF THIS BAR DOES NOT MEASURE ONE INCH, DRAWING IS NOT TO LABELED SCALE

DESIGNED	RAV
DRAWN	JDN
CHECKED	MAP
REVIEWED	MAP
Seq.	of
Dwg. No.	M-301

1422-005-02



KEY NOTES

2	8 MGD FINE ROTARY DRUM SCREEN NO. 2
3	SCREENINGS CONVEYOR
5	GRIT FLUIDIZER
8	GRIT PUMP NO. 1
12	GRIT CLASSIFIER
13	GRIT CONTAINER
14	SCREENINGS CONTAINER
17	12"Ø CHUTE. MANUFACTURER TO PROVIDE SCREENINGS DISCHARGE CHUTE. FIELD ADJUST CHUTE HEIGHT FROM FLOOR AND CABLE SUPPORTS TO ACCOMMODATE OWNER CONTAINERS AND EQUIPMENT.
18	6" 90° FL LONG RADIUS ELBOW
19	6"X8" FL REDUCER
22	8" FL MANUAL PLUG VALVE
24	1 1/2" SOLENOID VALVE. SEE STANDARD DETAIL 301
28	30" MJ DISHED CAP
30	80.25"X80.25" SELF CONTAINED SLIDE GATE. MOUNT PER STANDARD DETAIL 376.
31	32"X36" SELF CONTAINED SLIDE GATE. MOUNT PER STANDARD DETAIL 376.
32	ADJUSTABLE PIPE SUPPORT. SEE STANDARD DETAIL 352
33	CLEVIS HANGER PIPE SUPPORT. SEE STANDARD DETAIL 342
35	8"X1 1/2" TEE
36	FLANGED PIPE SUPPORT. SEE STANDARD DETAIL 343
37	30"X30" SELF CONTAINED SLIDE GATE. MOUNT PER STANDARD DETAIL 376.
38	80.25"X84" SELF CONTAINED WEIR GATE. MOUNT PER STANDARD DETAIL 376.
39	MJ X PE WALL PENETRATION. SEE STANDARD DETAIL 320
41	RAIL MOUNTED HOSE RACK. SEE STANDARD DETAIL 303
42	FREE STANDING HOSE RACK. SEE STANDARD DETAIL 304
43	2" BALL VALVE
44	6" FLOOR DRAIN. SEE STANDARD DETAIL 380
47	PE X FL WALL PENETRATION. SEE STANDARD DETAIL 322
48	LEVEL SENSOR
49	70" STAINLESS FUNNEL. RECTANGULAR TO ROUND TRANSITION.
50	14"Ø PENETRATION FOR SCREENINGS CHUTE
51	12" BLIND FLANGE
53	HIGH LEVEL SWITCH
56	FLUSH MOUNT PIPE SUPPORT. SEE STANDARD DETAIL 348
60	ENDLESS BAGGING UNIT ATTACHED TO BOTTOM OF CHUTE; MANUFACTURER TO PROVIDE SCREENINGS BAGGING UNIT
61	22"X36" SELF CONTAINED SLIDE GATE. MOUNT PER STANDARD DETAIL 376.
69	FLUSH CONNECTION. SEE STANDARD DETAIL 306
72	2" CLASSIFIER DRAIN WITH BALL VALVE. TAP FLUSHING WYE FOR DRAIN CONNECTION.

GENERAL NOTES

1. CONTRACTOR SHALL PROVIDE ALL FITTINGS, PIPING, PIPE SUPPORTS, MATERIALS, EQUIPMENT, AND APPURTENANCES AS REQUIRED FOR A COMPLETE AND OPERABLE SYSTEM.
2. INSULATION AND HEAT TRACING REQUIRED FOR ALL EXPOSED POTABLE WATER AND GRIT LINES. POTABLE WATER VALVES REQUIRE REMOVABLE JACKETS
3. REFER TO CIVIL DRAWINGS FOR PIPING CONTINUATIONS.
4. ACCEPTABLE ALTERNATIVE PIPE MATERIAL FOR UNDERSLAB POTABLE WATER LINES IS PVC SCHEDULE 80 MEETING NSF 61 CERTIFICATION, ENCASED IN FLOWABLE FILL PER DETAIL 100.

Mead&Hunt
TBPELS FIRM NO. F-8965
PLUMMER
6300 LA CALMA DRIVE, STE 400 | AUSTIN, TX 78752
512.452.5905 | TBPE REGISTERED FIRM NUMBER F-13

NO.	DATE	REVISION	BY
1	06/17/24	WCD 024	RAV
0	04/20/2024	ISSUED FOR CONSTRUCTION	MAP

Sherman
CLASSIC TOWN. BROAD HORIZON.

CITY OF SHERMAN
SOUTH WASTEWATER TREATMENT PLANT - MBR

PROCESS MECHANICAL
PRELIMINARY TREATMENT UNIT SECTIONS I

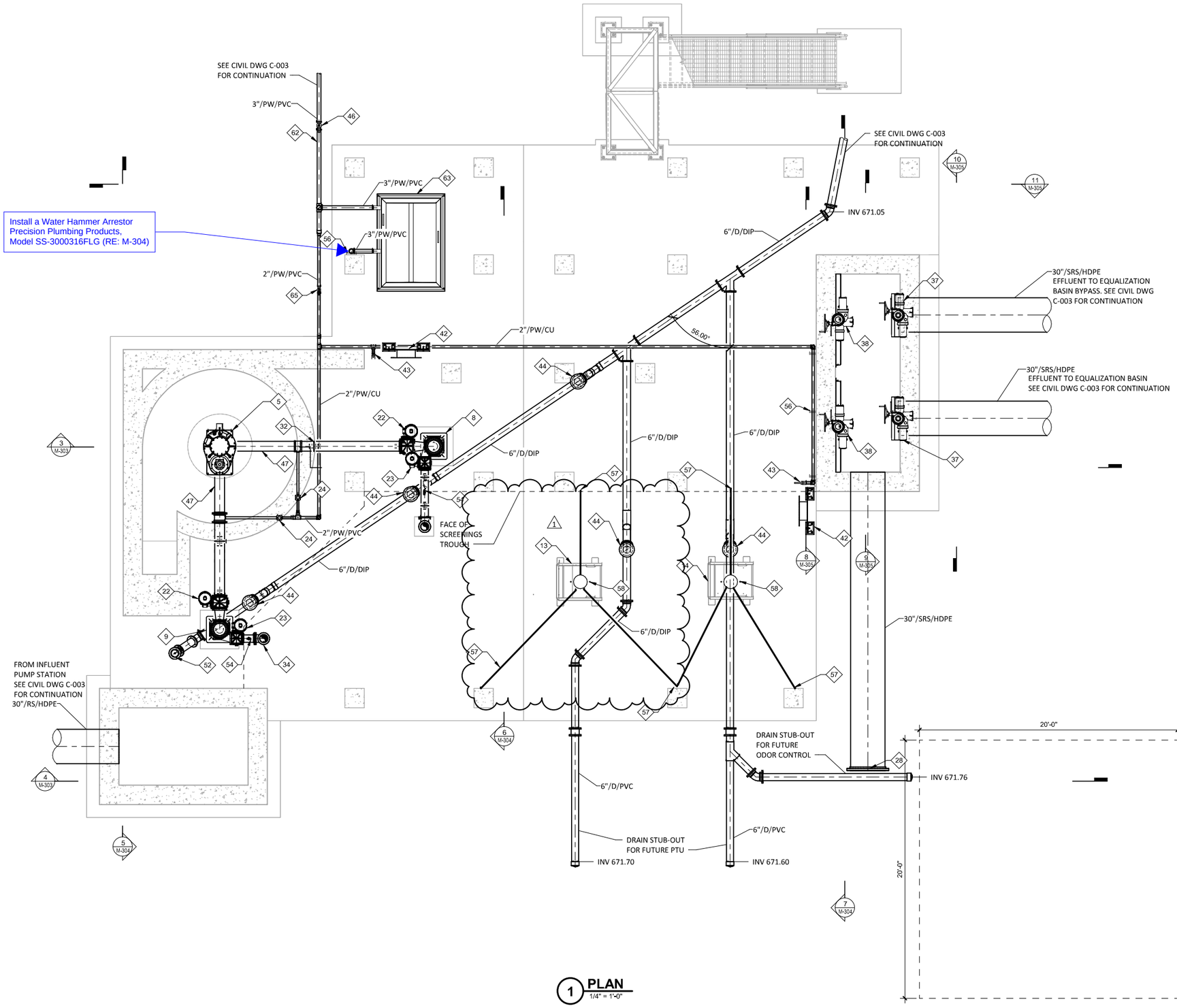
STATE OF TEXAS
ROSS ARLEN VARIN III
150334
LICENSED
PROFESSIONAL ENGINEER
06/17/2024

IF THIS BAR DOES NOT MEASURE ONE INCH, DRAWING IS NOT TO LABELED SCALE

DESIGNED	RAV
DRAWN	JDN
CHECKED	MAP
REVIEWED	MAP
Seq.	of
Dwg. No.	M-303

1422-005-02

ATTACHMENT B



1 PLAN
1/4" = 1'-0"

SCALE: 1/4" = 1' - 0"

KEY NOTES

5	GRIT FLUIDIZER
8	GRIT PUMP NO. 1
9	GRIT PUMP NO. 2
13	GRIT CONTAINER
14	SCREENINGS CONTAINER
22	8" FL MANUAL PLUG VALVE
23	6" FL MANUAL PLUG VALVE
24	1 1/2" SOLENOID VALVE. SEE STANDARD DETAIL 301
28	30" MJ DISHED CAP
32	ADJUSTABLE PIPE SUPPORT. SEE STANDARD DETAIL 352
34	6" 90° FL SQUARE BASED ELBOW. SEE STANDARD DETAIL 353
37	30"X30" SELF CONTAINED SLIDE GATE. MOUNT PER STANDARD DETAIL 376.
38	80.25"X84" SELF CONTAINED WEIR GATE. MOUNT PER STANDARD DETAIL 376.
42	FREE STANDING HOSE RACK. SEE STANDARD DETAIL 304
43	2" BALL VALVE
44	6" FLOOR DRAIN. SEE STANDARD DETAIL 380
46	3" BALL VALVE AND VALVE BOX. SEE STANDARD DETAIL 194
47	PE X FL WALL PENETRATION. SEE STANDARD DETAIL 322
52	6" CLEANOUT. SEE STANDARD DETAIL 110
54	PRESSURE INSTRUMENT. SEE STANDARD DETAIL M294
56	FLUSH MOUNT PIPE SUPPORT. SEE STANDARD DETAIL 348
57	1/2" 316SS EYE BOLT SET IN FACE OF COLUMN OR SCREEN CHANNEL WITH 4" MINIMUM CAPSULE ANCHOR
58	SS BOLTED SLEEVE WITH 1/2" EYE BOLTS. BOLTS MAY NOT PENETRATE 12" CHUTE.
62	FIELD ROUTE 3" PW LINE TO BOOSTER PUMP SUCTION CONNECTION
63	SKID MOUNTED POTABLE WATER DUPLEX BOOSTER PUMP IN ENCLOSURE
65	2" BALL VALVE AND VALVE BOX. SEE STANDARD DETAIL 194

GENERAL NOTES

1. CONTRACTOR SHALL PROVIDE ALL FITTINGS, PIPING, PIPE SUPPORTS, MATERIALS, EQUIPMENT, AND APPURTENANCES AS REQUIRED FOR A COMPLETE AND OPERABLE SYSTEM.
2. INSULATION AND HEAT TRACING REQUIRED FOR ALL EXPOSED POTABLE WATER AND GRIT LINES. POTABLE WATER VALVES REQUIRE REMOVABLE JACKETS
3. REFER TO CIVIL DRAWINGS FOR PIPING CONTINUATIONS.
4. ACCEPTABLE ALTERNATIVE PIPE MATERIAL FOR UNDERSLAB POTABLE WATER LINES IS PVC SCHEDULE 80 MEETING NSF 61 CERTIFICATION, ENCASED IN FLOWABLE FILL PER DETAIL 100.

Mead&Hunt
TBPELS FIRM NO. F-8965

PLUMMER
6300 LA CALMA DRIVE, STE 400 | AUSTIN, TX 78752
512.452.5905 | TBPE REGISTERED FIRM NUMBER F-13

NO.	DATE	REVISION	BY
0	04/20/2024	ISSUED FOR CONSTRUCTION	MAP
1	06/17/24	WCD 024	RAV

Sherman
CLASSIC TOWN. BROAD HORIZON.

CITY OF SHERMAN
SOUTH WASTEWATER TREATMENT PLANT - MBR

PROCESS MECHANICAL
PRELIMINARY TREATMENT UNIT LOWER PLAN

STATE OF TEXAS
ROSS ARLEN VARIN III
150334
LICENSED PROFESSIONAL ENGINEER
06/17/2024

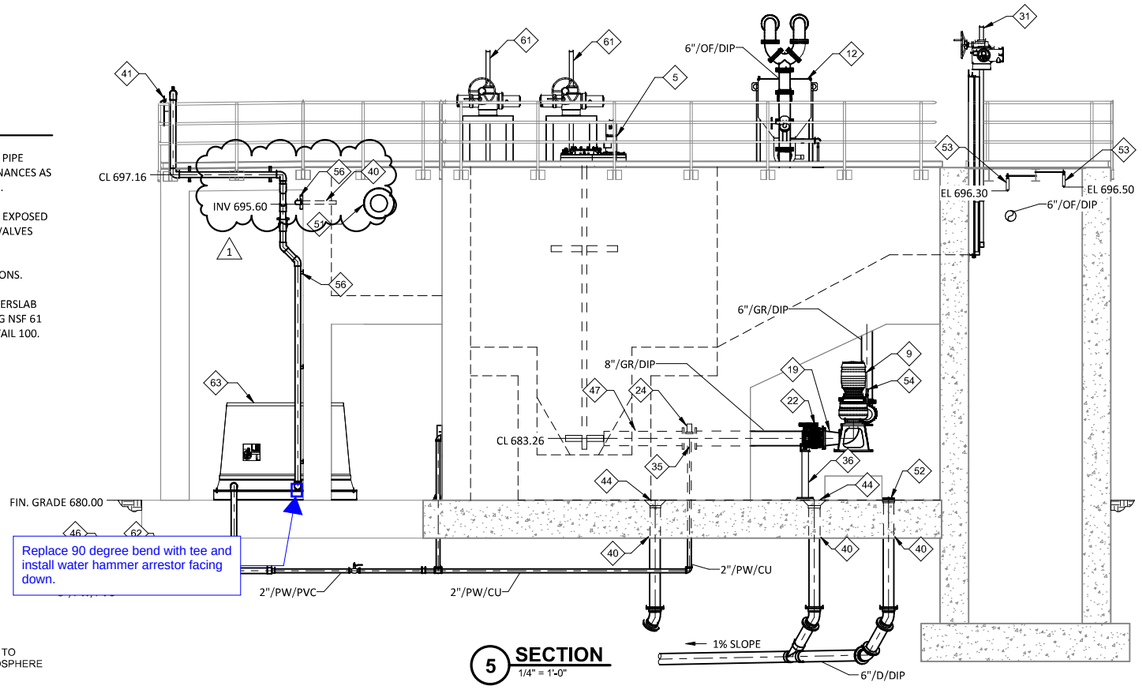
IF THIS BAR DOES NOT MEASURE ONE INCH, DRAWING IS NOT TO LABELED SCALE

DESIGNED	RAV
DRAWN	JDN
CHECKED	MAP
REVIEWED	MAP
Seq.	of
Dwg. No.	M-301

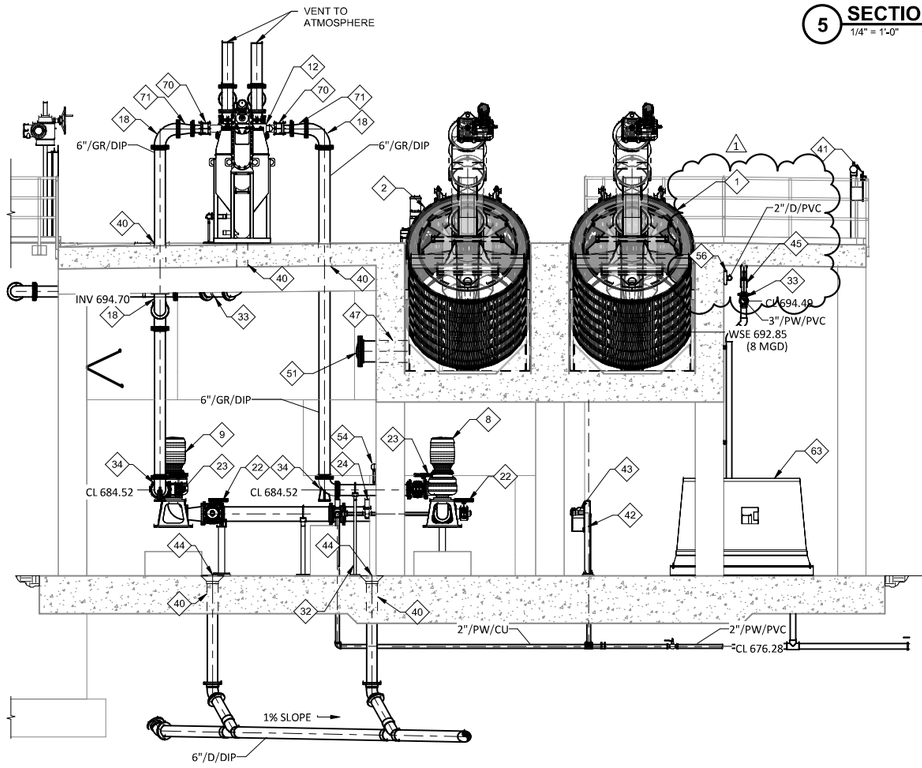
1422-005-02

GENERAL NOTES

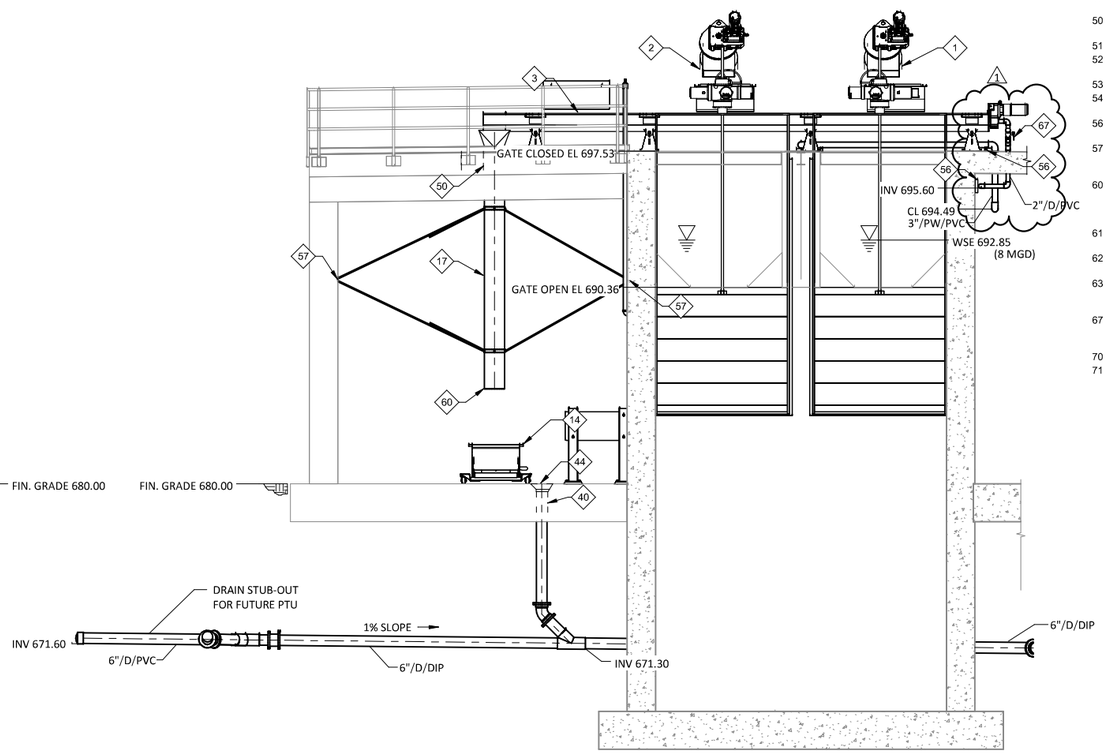
1. CONTRACTOR SHALL PROVIDE ALL FITTINGS, PIPING, PIPE SUPPORTS, MATERIALS, EQUIPMENT, AND APPURTENANCES AS REQUIRED FOR A COMPLETE AND OPERABLE SYSTEM.
2. INSULATION AND HEAT TRACING REQUIRED FOR ALL EXPOSED POTABLE WATER AND GRIT LINES. POTABLE WATER VALVES REQUIRE REMOVABLE JACKETS
3. REFER TO CIVIL DRAWINGS FOR PIPING CONTINUATIONS.
4. ACCEPTABLE ALTERNATIVE PIPE MATERIAL FOR UNDERSLAB POTABLE WATER LINES IS PVC SCHEDULE 80 MEETING NSF 61 CERTIFICATION, ENCASED IN FLOWABLE FILL PER DETAIL 100.



5 **SECTION**
1/4" = 1'-0"



6 **SECTION**
1/4" = 1'-0"



7 **SECTION**
1/4" = 1'-0"

KEY NOTES

1	8 MGD FINE ROTARY DRUM SCREEN NO. 1
2	8 MGD FINE ROTARY DRUM SCREEN NO. 2
3	SCREENINGS CONVEYOR
5	GRIT FLUIDIZER
8	GRIT PUMP NO. 1
9	GRIT PUMP NO. 2
12	GRIT CLASSIFIER
14	SCREENINGS CONTAINER
17	12"Ø CHUTE. MANUFACTURER TO PROVIDE SCREENINGS DISCHARGE CHUTE. FIELD ADJUST CHUTE HEIGHT FROM FLOOR AND CABLE SUPPORTS TO ACCOMMODATE OWNER CONTAINERS AND EQUIPMENT.
18	6" 90° FL LONG RADIUS ELBOW
19	6"X8" FL REDUCER
22	8" FL MANUAL PLUG VALVE
23	6" FL MANUAL PLUG VALVE
24	1 1/2" SOLENOID VALVE. SEE STANDARD DETAIL 301
31	32"X36" SELF CONTAINED SLIDE GATE. MOUNT PER STANDARD DETAIL 376.
32	ADJUSTABLE PIPE SUPPORT. SEE STANDARD DETAIL 352
33	CLEVIS HANGER PIPE SUPPORT. SEE STANDARD DETAIL 342
34	6" 90° FL SQUARE BASED ELBOW. SEE STANDARD DETAIL 353
35	8"X1 1/2" TEE
36	FLANGED PIPE SUPPORT. SEE STANDARD DETAIL 343
40	WATERTIGHT FLOOR PENETRATION. SEE STANDARD DETAIL 327
41	RAIL MOUNTED HOSE RACK. SEE STANDARD DETAIL 303
42	FREE STANDING HOSE RACK. SEE STANDARD DETAIL 304
43	2" BALL VALVE
44	6" FLOOR DRAIN. SEE STANDARD DETAIL 380
45	3" SOLENOID VALVE
46	3" BALL VALVE AND VALVE BOX. SEE STANDARD DETAIL 194
47	PE X FL WALL PENETRATION. SEE STANDARD DETAIL 322
50	14"Ø PENETRATION FOR SCREENINGS CHUTE
51	12" BLIND FLANGE
52	6" CLEANOUT. SEE STANDARD DETAIL 110
53	HIGH LEVEL SWITCH
54	PRESSURE INSTRUMENT. SEE STANDARD DETAIL M294
56	FLUSH MOUNT PIPE SUPPORT. SEE STANDARD DETAIL 348
57	1/2" 316SS EYE BOLT SET IN FACE OF COLUMN OR SCREEN CHANNEL WITH 4" MINIMUM CAPSULE ANCHOR
60	ENDLESS BAGGING UNIT ATTACHED TO BOTTOM OF CHUTE; MANUFACTURER TO PROVIDE SCREENINGS BAGGING UNIT
61	22"X36" SELF CONTAINED SLIDE GATE. MOUNT PER STANDARD DETAIL 376.
62	FIELD ROUTE 3" PW LINE TO BOOSTER PUMP SUCTION CONNECTION
63	SKID MOUNTED POTABLE WATER DUPLEX BOOSTER PUMP IN ENCLOSURE
67	2" PVC WYE WITH FLUSH CONNECTION. SEE STANDARD DETAIL 306
70	4" COMPRESSION COUPLING
71	6"X4" FL REDUCER

Mead&Hunt
TBPELS FIRM NO. F-8993
PLUMMER
6300 LA CALMA DRIVE, STE 400 | AUSTIN, TX 78752
512.452.5905 | TBPE REGISTERED FIRM NUMBER F-13

NO.	DATE	REVISION	BY
0	04/20/2024	ISSUED FOR CONSTRUCTION	MAP
1	06/17/24	WCD 024	RAV

Sherman
CLASSIC TOWN. BROAD HORIZON.

CITY OF SHERMAN
SOUTH WASTEWATER TREATMENT PLANT - MBR
PROCESS MECHANICAL
PRELIMINARY TREATMENT UNIT SECTIONS II

STATE OF TEXAS
ROSS ARLEN VARIN III
150334
LICENSED
PROFESSIONAL ENGINEER
06/17/2024

IF THIS BAR DOES NOT MEASURE ONE INCH, DRAWING IS NOT TO LABELED SCALE

DESIGNED	RAV
DRAWN	JDN
CHECKED	MAP
REVIEWED	MAP
Seq.	of
Dwg. No.	M-304

1422-005-02

Precision Plumbing Products

"Specify with Confidence - Install with Pride"®

LEAD FREE

WATER HAMMER ARRESTORS
STAINLESS STEEL #316 FLANGED

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Over 40 years of outstanding performance

PROJECT SUBMITTAL

Project: _____

Contractor: _____

Engineer: _____

Date Submitted: _____

Prepared By: _____

FLANGED ARRESTORS

PART NUMBER	B OAL	FLANGE SIZE	NITROGEN PRELOAD PSI
SS-3000316FLG	16"	3" - Class 300	40
SS-4000316FLG	19"	4" - Class 300	40
SS-5000316FLG	31"	5" - Class 300	40
SS-6000316FLG	34"	6" - Class 300	40

SIZED IN ACCORDANCE WITH SERVICE PIPE DIMENSION

Adaptable to your individual needs:

PPP Stainless Steel Hammer Arrestors are available for all types of fluid systems - water, deionized and triple distilled water, chemicals and petroleum products.

Normal operating pressure for Flanged Arrestors: 35 to 500 PSIG. Spike pressure not to exceed 720 PSIG. Manufacturing lead time: Non-cancelable and non-refundable.

Finished to your Specifications:

When ordering, the expected mean spike pressure must be specified as well as the chemical make-up of the fluid in the system and the maximum temperature. Arrestors may be charged at the factory with either air or dry nitrogen per your specification. If arrestors are to be used in systems pumping volatile fluids it is mandatory that they be charged with dry nitrogen.

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Cost Breakdown Structure (CBS) Register

KIEWIT CORPORATION

20053365-136123-01P - Sherman PCO Backup--Sherman WWTP Construction

CBS Position Code	Description	Quantity	Unit of Measure (Uom)	Manhours (MH)	Man Count	Equipment Count	Production (UOM/Mh)	Production UOM/Crew Hr	Unit Cost	Total Cost	Labor Cost	Construction Equipment Cost	Materials Cost	Supplies Cost	Subcontract Cost
4.1.7	PCO #0094 - WCD-044 Revision to the PTU Plant Water System	1.00	Each	45.00	4.00	1.00	0.02	0.02	$12,593.45	$12,593.45	$3,818.97	$877.51	$2,993.62	$0.00	$3,351.00
4.1.7.1	A - Direct Cost (Labor)	1.00	Each	40.00	2.00	0.00	0.03	0.05	$3,518.97	$3,518.97	$3,518.97	$0.00	$0.00	$0.00	$0.00
4.1.7.1.1	Check Valve and Water Arrestor Install	1.00	Each	40.00	2.00	0.00	0.03	0.05	$3,518.97	$3,518.97	$3,518.97	$0.00	$0.00	$0.00	$0.00
4.1.7.1.1.1	Install - AG Pipe Crew	1.00	Each	40.00	2.00	0.00	0.03	0.05	$3,518.97	$3,518.97	$3,518.97	$0.00	$0.00	$0.00	$0.00
4.1.7.1.1.1.1	Installation - AG LB Pipe (PVC and CPVC) (2.5"-6" Diameter)	1.00	Each	40.00	2.00	0.00	0.03	0.05	$3,518.97	$3,518.97	$3,518.97	$0.00	$0.00	$0.00	$0.00
4.1.7.2	B - Direct Cost (Supervision)	1.00	Each	4.00	2.00	0.00	0.25	0.25	$650.00	$650.00	$300.00	$0.00	$350.00	$0.00	$0.00
4.1.7.2.1	FE	1.00	Each	2.00	1.00	0.00	0.50	0.50	$300.00	$300.00	$300.00	$0.00	$0.00	$0.00	$0.00
4.1.7.2.2	Superintendent	1.00	Each	2.00	1.00	0.00	0.50	0.50	$350.00	$350.00	$0.00	$0.00	$350.00	$0.00	$0.00
4.1.7.3	C - Direct Cost (PM, Supplies, Equipment, Subs)	1.00	Each	1.00	0.00	1.00	0.00	0.05	$6,872.13	$6,872.13	$0.00	$877.51	$2,643.62	$0.00	$3,351.00
4.1.7.3.1	Pipe Mods & Check Valve Install	1.00	Each	1.00	0.00	1.00	0.00	0.05	$6,872.13	$6,872.13	$0.00	$877.51	$2,643.62	$0.00	$3,351.00
4.1.7.3.1.1	Install - Equipment	1.00	Each	1.00	0.00	1.00	0.00	0.05	$877.51	$877.51	$0.00	$877.51	$0.00	$0.00	$0.00
4.1.7.3.1.2	Install - Permanent Material - Check Valve	1.00	Each	0.00	0.00	0.00	0.00	0.00	$273.70	$273.70	$0.00	$0.00	$273.70	$0.00	$0.00
4.1.7.3.1.3	Install - Permanent Material - Water Arrestor	1.00	Each	0.00	0.00	0.00	0.00	0.00	$1,979.48	$1,979.48	$0.00	$0.00	$1,979.48	$0.00	$0.00
4.1.7.3.1.4	Install - Permanent Material - Misc. Pipe Bulks	1.00	Each	0.00	0.00	0.00	0.00	0.00	$390.44	$390.44	$0.00	$0.00	$390.44	$0.00	$0.00
4.1.7.3.1.5	Install - Subcontractor - Magna Heat Trace & Insulation	1.00	Each	0.00	0.00	0.00	0.00	0.00	$3,351.00	$3,351.00	$0.00	$0.00	$0.00	$0.00	$3,351.00
4.1.7.4	D- Indirect Cost	1.00	Each	0.00	0.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
4.1.7.5	E - Est. B&I/COMM (1.50%)	1.00	Each	0.00	0.00	0.00	0.00	0.00	$165.62	$165.62	$0.00	$0.00	$0.00	$0.00	$0.00
4.1.7.6	F - G&A (9.622%)	1.00	Each	0.00	0.00	0.00	0.00	0.00	$739.72	$739.72	$0.00	$0.00	$0.00	$0.00	$0.00
4.1.7.7	G - Fee (8.50%)	1.00	Each	0.00	0.00	0.00	0.00	0.00	$647.01	$647.01	$0.00	$0.00	$0.00	$0.00	$0.00

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PCO-0094 Revision to the PTU Plant Water System				
A	**DIRECTS - Labor**			
		LABOR	$	3,518.97
B	**DIRECTS - Supervision**			
		Supervision	$	650.00
C	**DIRECTS - Equip, PM, Supply, Subs**			
		Total	$	6,872.13
D	**Indirect Cost**			
		Itemized	$	-
E	**Est. Bonds/Insurance**			
	(on A, B, C, D)	1.50%	$	165.62
F	**G&A**			
	(on B, C, D, E)	9.622%	$	739.72
G	**Fee**			
	(on C, F)	8.50%	$	647.01
		TOTAL	**$**	**12,593.45**

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10/09/2025 09:46:10 AM

All Resource Register

KIEWIT CORPORATION
20053365-136123-01P - Sherman PCO Backup--Sherman WWTP Construction

Resource Type	Resource Code	Description	Unit Cost (Scale 1)	Unit Cost (Scale 2)	Unit Cost (Scale 3)	Utilization Count	Unit of Measure
Construction Equipment Rate	2.02.006.00 (1).2 - BLUEBOOK	1/2 Ton Pickup - Direct	$39.60	$0.00	$0.00	20.00	Hour
Installed Material Rate	4.PIPE.PCO-094 MCMASTER CARR3	316 SS Washer	$13.34	$0.00	$0.00	1.00	Ea
Installed Material Rate	4.PIPE.PCO-094 HARRINGTON 2	3" Flange GRY PVC SCH80	$309.18	$0.00	$0.00	1.00	Ea
Installed Material Rate	4.PIPE.PCO-094 FERGUSON	Hammer Arrestor	$1,979.48	$0.00	$0.00	1.00	Ea
Installed Material Rate	4.PIPE.PCO-094 GRAINGER	3" Full Face Gasket	$3.56	$0.00	$0.00	1.00	Ea
Installed Material Rate	4.PIPE.PCO-094 MCMASTER CARR1	316 SS Hex Head Screw	$24.56	$0.00	$0.00	1.00	Ea
Installed Material Rate	4.PIPE.PCO-094 HARRINGTON 1	3" VALVE BALL CHECK SUBCV S	$273.70	$0.00	$0.00	1.00	Ea
Installed Material Rate	4.PIPE.PCO-094 MCMASTER CARR2	316 SS Hex Nut	$5.66	$0.00	$0.00	1.00	Ea
Installed Material Rate	4.PIPE.PCO-094 HARRINGTON 4	3" COUPLING S GRY PVC SCH80	$13.23	$0.00	$0.00	1.00	Ea
Installed Material Rate	4.PIPE.PCO-094 MCMASTER CARR4	Tax	$2.72	$0.00	$0.00	1.00	Ea
Installed Material Rate	4.PIPE.PCO-094 HARRINGTON 3	3" TEE S GRY PVC SCH80	$18.19	$0.00	$0.00	1.00	Ea
Labor Rate	1.C.40.1.02 (2).2 - 2024 RATE	Pipe Foreman (Pipefitter) - 2024 RATES	$84.97	$112.70	$140.43	20.00	Hour
Labor Rate	1.C.52.1.07.2 - 2024 RATE	Maintenance Mechanic (for equip maint only) - 2024 RATES	$80.35	$105.77	$131.19	1.00	Hour
Labor Rate	1.S.10.2.01 (1) (1)	Discipline Field Engineer - 2024	$150.00	$150.00	$150.00	2.00	Hour
Labor Rate	DISCIPLINE SUPERINTENDENT	Discipline Superintendent - 2024	$175.00	$175.00	$175.00	2.00	Hour
Labor Rate	1.C.40.1.03 (2).2 - 2024 RATES	Pipe Journeyman (Pipefitter) - 2024 RATES	$80.35	$105.77	$131.19	20.00	Hour
Unique Rate	PCO-0094 MAGNA 1	PCO-0094 PTU Check Valve - Magna Heat Trace & Insulation	$714.00	$0.00	$0.00	1.00	Each
Unique Rate	PCO-0094 MAGNA 2	PCO-0094 PTU Water Hammer Arrestor - Magna Heat Trace & Insulation	$2,637.00	$0.00	$0.00	1.00	Each

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10/09/2025 09:46:10 AM

Sherman Branch
Harrington Industrial Plastics
1119 N Frisco Road
Sherman, TX 75090-2602

Order# 12404483
Location# 124
Date 09/11/25
Page 1 OF 1

** Acknowledgement **

130629
KIEWIT INFRASTRUCTURE

PO BOX 452500
OMAHA, NE 68145-2500

Ship To:
KIEWIT / CITY OF SHERMAN

302 CLIFF HESTAND RD
SHERMAN, TX 75090-3580

FOB:SHIPPING POINT Contact:PALMER HODGES Tel#:858-780-0101

Cust P/O:4504035813 Reps:0000/5273 Terms:NET 30
Ord-Date:09/10/25 Written:GSB Order#:12404483 Ship Via:COMPANY TRUCK

Product/Description	Open	Picked	B/O	Price	U/M	Extension
1210030	1	1	0	273.70	EA	273.70
3" VALVE BALL CHECK SUBCV S EXP-09/12/25 WHSE 124						
PVC EPDM						
**STOCK SHERMAN						

**P/N 1210020 (ON ORIGINAL ORDER) WILL BE PICKED UP AND THE 1210030 WILL BE DELIVERED

Harrington's standard Terms and conditions apply. Please visit https://www.hipco.com/terms-and-conditions-sale for the full Terms and Conditions

.

Merchandise Total 273.70

CUSTOMER TO RETURN THE 2" VALVE - DELIVER THE 3" VALVE AND TAKE BACK THE 1210020

Confidential
10/09/2025 09:48:10 AM

FERGUSON

10071 WEST UNIVERSITY DRIVE
MCKINNEY, TX 75071-6076

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
2534630	$1,979.48	218177	1 of 1

PLEASE REFER TO INVOICE NUMBER WHEN MAKING PAYMENT AND REMIT TO:

FERGUSON ENTERPRISES LLC #61
PO BOX 847411
DALLAS, TX 75284-7411

MASTER ACCOUNT NUMBER: 300781

Please contact with Questions: 817-540-1888

SHIP TO:

COUNTER PICK UP
10071 WEST UNIVERSITY DRIVE
MCKINNEY, TX 75071-6076

KIEWIT CORPORATION
12720 I STREET
OMAHA, NE 68137

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
63	63	TXE	4504053212	JRJ		09/25/25	IO 452339

ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT
1	1	SP-SS-3000316FLG	HAMMER ARRESTOR	1979.480	EA	1979.48
			INVOICE SUB-TOTAL			**1979.48**

****

LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION. PRODUCTS WITH *NP IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.

Looking for a more convenient way to pay your bill?

Log in to **Ferguson.com** and request access to Online Bill Pay.

TERMS: NET 45 DAYS **ORIGINAL INVOICE** **TOTAL DUE** **$1,979.48**

All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, then in addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are available upon request or at https://www.ferguson.com/content/website-info/terms-of-sale, incorporated by reference. Seller may convert checks to ACH.

Confidential
10/09/2025 09:46:10 AM

Harrington Industrial Plastics LLC

Harrington Industrial Plastics
1119 N Frisco Road
Sherman TX 75090-2602

Phone: **Fax:**

Attention:

Company: KIEWIT INFRASTRUCTURE

To: JBULLOCK@HIPCO.COM

From: Justin W. Bullock

Subject: QUOTE 12405909

Memo:

Confidential
10/09/2025 09:46:10 AM

Harrington Industrial Plastics
1119 N Frisco Road
Sherman, TX 75090
Fax

Quotation# 12405909
Written: JWB
Quote Date 10/01/25
Expire Date 10/15/25
Page 1 OF 1

Quotation

130629
KIEWIT INFRASTRUCTURE

PO BOX 452500
OMAHA, NE 68145-2500

Ship To:
KIEWIT INFRASTRUCTURE

OMAHA, NE 68145-2500

Job: RFQ#

Contact: Ship Via: UPS GROUND
Phone#: 858-780-0101 FOB / Delivery ARO: SHIPPING POINT
Fax: Frt-Terms: CHRG INBOUND & OUTBOUND

Product/Description	Quantity	Price	U/M	Extension
854-030CL300S 3" FLANGE V/S S GRY PVC SCH80 ALT-854-030CL300 CL300 W/PVC RING FAB	1	309.18	EA	309.18

Harrington's standard Terms and conditions apply. Please visit https://www.hipco.com/terms-and-conditions-sale for the full Terms and Conditions

Due to recent volatility in U.S. government tariff regulations --whether enacted or under review--all quotes remain provisional and are subject to price adjustments or surcharges. Pricing provided is valid for 24 hours from the time of the quotation and may be adjusted up until receipt of a confirmed Purchase Order and approval to proceed with production.

Merchandise	Tax	Est.Freight / Handling	Net Quote Total
309.18	0.00	0.00	309.18

Thanks For Thinking Harrington.
Respectfully Justin W. Bullock
All Quotations are subject to review upon placement of order.
Freight/Handling and applicable taxes if not listed above will be added.
Harrington standard terms and conditions apply to this quote.

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10/09/2025 09:46:10 AM
Outlook

[External]Confirmation for Your Order 4504057747

From McMaster-Carr <atl.sales@mcmaster.com>
Date Thu 9/25/2025 3:16 PM
To Brent.Harwood <brent.harwood@kiewit.com>

2 attachments (30 KB)
Confirmation for Your Order 4504057747.PDF; McM_Logo_Email.png;

You don't often get email from atl.sales@mcmaster.com. Learn why this is important

Thank you for your order. We will deliver your items tomorrow between 8 and 10 am.

McMASTER-CARR

Confirmation

Delivery address
Kiewit Water Facilities South Co
C/O City of Sherman Cmar
302 Cliff Hestand Rd
Sherman TX 75090
Attention: Brent Harwood, (682) 298-6368

Delivery method
Standard

Order date
9/25/2025

Payment method
Invoice

Placed by
William Harwood

Billing address
Kiewit
Cxml Invoicing
P O Box 452500
Omaha NE 68145

McMaster-Carr number
4271823

4504057747

Delivers Sep 26, 8-10 am

1	Super-Corrosion-Resistant 316 Stainless Steel Hex Head Screw 3/4"-10 Thread Size, 3-1/2" Long, Fully Threaded 93190A848	4 packs of 1	6.14 pack	$24.56

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45040577 47

Delivers Sep 26, 8-10 am

2	Super-Corrosion-Resistant 316 Stainless Steel Hex Nut 3/4"-10 Thread Size 94804A360	1 pack of 5	5.66 pack	$5.66
3	316 Stainless Steel Washer for 3/4" Screw Size, General Purpose, 0.812" ID 90107A121	1 pack of 10	13.34 pack	$13.34

Merchandise	43.56
Tax	2.72
Total	**$46.28**

Your order is subject only to our terms and conditions, available at www.mcmaster.com or from our Sales Department.

Phone: (404) 346-7000

Email: atl.sales@mcmaster.com

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10/09/2025 09:46:10 AM

PURCHASE ORDER

PO Number: 4504066534

4504066534

Bill To Address
2101-Kiewit Water Facilities South Co., PO Box 452500, Omaha, Nebraska, United States, 68145-2500 **Email ID / Fax Number** KBS.InvoicesAP@kiewit.com

Summary	Amount (USD)
Item Total	3.56
**Vendor shall collect sales tax when required under applicable law*	

Order Details

Order Number	4504066534	**Order Type**	New Order
Issue Date		**Payment Terms**	VPAY VENDOR ONLY - NT15 Net due in 15 days
Order Contact	BRENT.HARWOOD@KIEWIT.COM	**Order Contact Name**	William Harwood
IncoTerms		**Code**	
Supplier Name and Address	10001743 :: W.W. Grainger, Inc., PO BOX 419267 DEPT 882241169, Kansas City, Missouri, United States, 64141	**Requester Details**	William Harwood, BRENT.HARWOOD@KIEWIT.COM
Ship To Address	302 Cliff Hestand Road, Sherman, Texas, United States, 75090	**Project/Cost Center:**	105729 : City of Sherman CMAR - Carrying_Project

Material Items

Line No.	Item Number	Supplier Item Number	Item Description	Quantity	UOM	Unit Price (USD)	Total (USD)	Tax	Need By Date	Deliver To
1		55ZA38	TK131138232T Full Face Flange Gasket Gasket Material SBR Insert Material None For Pipe Size 3 in For Flange ANSI Class 300 Binder Material None Color Red Inside Diameter 3 1/2 in Minimum Operating Temperature -45 Degrees F Maximum Operating Temperature 20	1.00	Each	3.56	3.56	N	10/9/2025	Brent Harwood, (682) 298-6368
	Manufacturer Name	**Manufacturer Part Number**	**Manufacturer Model Number**							
	APPROVED VENDOR	BULK-FG-134								

Legal Terms and Conditions

Purchaser may be a federal contractor, and Seller may be a federal subcontractor. If seller is a federal subcontractor, then unless exempted, the Equal Opportunity clauses as set forth in 41 CFR §60-1.4(a), 41 CFR §60-1.4(b), 41 CFR §60- 250.5(a) ,41 CFR §60-300.5(a), and 41 CFR §60-741.5(a), as well as the specifications set forth in 41 CFR §60-4.3(a) and the provisions of 41 CFR §61-250.10, 41 CFR §61-300.10, and 29 CFR Part 471 , Appendix A to Subpart A and, if applicable, requirements of Form FHWA-1273, are incorporated by reference and shall be binding on Seller.

Confidential

Except for breaches of confidentiality and Vendor's third party indemnity obligations, neither party (or its affiliates, employees, contractors or suppliers, when acting in such capacity with respect to this purchase order) will be liable to the other (or its affiliates, employees, contractors or suppliers, when acting in such capacity with respect to this purchase order) for any indirect, incidental, consequential, special or punitive damages, for loss of profits or revenue or loss of time, opportunity or value of data, whether in an action in contract or tort (including negligence), product liability, strict liability, statute, law, equity or otherwise.

10/09/2025 09:46:10 AM

Seller's quotation shall be referenced solely for purposes of price, quantity and delivery date. All other terms and conditions included in Seller's quotation or any other communication are hereby rejected. Purchaser's acceptance hereunder is expressly conditioned upon and limited to application of previously negotiated and mutually agreed terms. Seller will be deemed to have accepted the Purchase Order when it (i) sends Purchaser notice of acceptance in writing, (ii) starts to perform any services in accordance with the terms of the Purchase Order, and/or (iii) delivers any or all of the goods or materials covered by the Purchase Order, whichever occurs first. Purchaser may withdraw the Purchase Order at any time before it is accepted by Seller. No contract will exist except as herein provided.

Seller shall comply with Contractor's Vendor Code of Conduct

If no incoterm is listed above, all equipment, materials, components, documents and other deliverables furnished under this Agreement shall be delivered D.D.P. (Incoterms 2020) to the Project Site, or such other location as Contractor may direct in writing.

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10/09/2025 09:46:10 AM

HARRINGTON
Process Solutions since 1959

PO Box 676273
Dallas, TX 75267-6273

INVOICE

INVOICE NUMBER
12405785
INVOICE DATE
09/30/25

PLEASE REMIT TO:

Harrington Industrial Plastics LLC
PO Box 676273
Dallas, TX 75267-6273
TEL: 909-597-8641

BILL TO:

KIEWIT INFRASTRUCTURE
PO BOX 452500
OMAHA, NE 68145-2500

SHIP TO :

KIEWIT INFRASTRUCTURE
Customer Pick-Up,

CUSTOMER NUMBER	INVOICE DATE	FREIGHT TERMS		F.O.B	ORDER NUMBER	JOB NUMBER
130629	**09/30/25**	PREPAID FFA		SHIPPING POINT	12404599	
INVOICE NUMBER	**DUE DATE**	**TERMS**	**CUSTOMER PO NUMBER**	**ORDER DATE**	**SHIP DATE**	**SHIP VIA**
12405785	**10/30/25**	NET 30	4504062760	09/30/25	09/30/25	CUSTOMER PICK UP

PRODUCT NUMBER/ DESCRIPTION	WHSE	ORDER QTY.	SHIP QTY.	BALANCE DUE	LIST PRICE	DISC	UNIT PRICE	AMOUNT
801-030S 3" TEE S GRY PVC SCH80	124	1	1				18.19	18.19
829-030S 3" COUPLING S GRY PVC SCH80	124	1	1				13.23	13.23

Harrington's standard terms and conditions apply.

Please visit https://www.hipco.com/terms-and-conditions-sale for the full terms and conditions.

SUBTOTAL	31.42
SALES TAX	0.00
FREIGHT & HANDLING	0.00
TOTAL DUE	31.42

WARRANTY DISCLAIMER. Harrington Industrial Plastics LLC (Harrington) makes no express or implied warranties, including those of merchantability or fitness for a particular purpose, with regard to goods and products not manufactured by Harrington. With regard to products manufactured by Harrington, Harrington warrants only that such products will be free of defects in material and workmanship for a period of one year from shipment date. Harrington makes no other express or implied warranties with respect to such goods. Any description of goods on the face of this document is for the sole purpose of identifying them and does not constitute a warranty of any kind.
ENTIRE AGREEMENT: The terms and conditions set forth in this invoice constitute the entire agreement between purchaser and Harrington and supersede any prior or contemporaneous representations or agreements, written or oral. NO additional oral or written terms, including any attempts by purchaser to alter or modify this invoice or any other document relating to this sale, shall become a part of this agreement without the express written consent of Harrington.

TO VIEW AND PAY ONLINE: https://hipco.billtrust.com USE THIS TOKEN: FFR MGS HFM

Confidential

TERMS AND CONDITIONS OF SALE

10/09/2025 09:46:10 AM

WARRANTY DISCLAIMER. Harrington Industrial Plastics LLC (Harrington) makes no express or implied warranties, including those of merchantability or fitness for a particular purpose, with regard to goods and products not manufactured by Harrington. With regard to products manufactured by Harrington, Harrington warrants only that such products will be free of defects in material and workmanship for a period of one year from shipment date. Harrington makes no other express or implied warranties with respect to such goods. Any description of goods on the face of this document is for the sole purpose of identifying them and does not constitute a warranty of any kind.

1. Acceptance of Terms. This agreement consists of the following Terms and Conditions as well as the information set forth on the face of this document. By accepting delivery of the goods shown on this document, purchaser acknowledges that he/she has read and agrees to all Terms and Conditions of this agreement (hereafter the "Harrington Terms and Conditions"). If the purchaser has submitted a Harrington Credit Application, the Terms and Conditions contained therein are incorporated as if fully set forth herein. **No Terms or Conditions herein or in the Harrington Credit Application may be changed except by written consent of either an Officer or the Manager of Credit Services of Harrington. Any counter offers with terms and/or conditions different from the Harrington Terms and Conditions are expressly rejected.**

2. Terms of Payment. Unless otherwise indicated by Harrington on the face of this document, the total purchase price reflected by this document is due and payable in cash or check within 30 days. All invoices which are not paid within 30 days, and credit accounts which are delinquent, shall be assessed a 1-1/2% service charge (or the highest legal rate under applicable state law) for each month the invoice is not paid or the account is delinquent. No contractor or other discounts apply unless expressly set forth on the face of this document. No credit terms apply unless expressly set forth on the face of this document. Any sales taxes will be reflected on the face of this document and added to the total purchase price.

3. Terms of Delivery. Unless the purchaser and Harrington agree in writing otherwise, all shipments are F.O.B. point of original shipment. The risk of loss of goods, in the event of a breach or otherwise, passes to the purchaser upon Harrington's delivery of the goods to the carrier for shipment. The purchaser shall provide Harrington with the exact address of the place of delivery. Transportation charges when made freight prepaid by Harrington will be charged on the invoice as freight and handling. Transportation charges in all other cases will be paid by the purchaser directly to the carrier.

4. Shortages. Shortage claims will not be considered unless made in writing within 10 days of the purchaser's receipt of the goods. Freight shortage claims must be filed with the carrier.

5. Returns. Harrington will accept returned goods only if Harrington shipped them from its warehouse in error or under special circumstance expressly acknowledged by Harrington in writing. All return requests, other than requests pursuant to the limited warranty set forth in paragraph 8 below must be made within 10 days of receipt of shipment and must be approved by Harrington in writing. All written approvals will include the issuance of a Returned Goods Authorization Number. This number must be clearly marked on the outside of all cartons containing returned goods. All approved returns not caused by Harrington's shipping error will be subject to handling and restocking charges and must be in clean, resalable condition with freight prepaid. Harrington will deduct the amount of all proper approved returns from the invoice or account of purchaser, less any transportation, restocking and/or handling charges. Harrington will refuse any goods returned to Harrington without prior written approval and a return authorization number clearly marked on each carton. The refused returns will be returned to the purchaser. Goods returned to the purchaser for failure to observe this policy shall remain the purchaser's responsibility.

6. Non-Standard Products. Non-standard, special order or custom-made products are not subject to cancellation or return once the order has been placed by the purchaser.

7. Products not Manufactured by Harrington. All products not manufactured by Harrington carry the original manufacturer's warranty (copies on request). Harrington makes no express or implied warranties, including any warranties of merchantability or fitness for particular purpose, with respect to products not manufactured by Harrington.

8. Products Manufactured by Harrington. Harrington warrants that all products manufactured by Harrington will be free of defects in material and workmanship for a period of one (1) year from shipment date. This warranty does not cover the effects of normal wear and tear, abuse, abrasion, corrosion, extreme temperatures and/or improper storage or installation. Harrington makes no other express or implied warranties, including any warranty of fitness for a particular purpose with respect to such products. The purchaser acknowledges that the limited one-year warranty set forth in this paragraph 8 is Harrington's only warranty. No verbal agreement(s) or representations by Harrington's agents constitute a warranty of any kind. The purchaser acknowledges that all non-standard, special order or custom-made products have been produced by Harrington in reliance on specifications and information provided by the purchaser.

9. Purchaser's Remedy Under One-Year Warranty. If any product is found unsatisfactory under the one year warranty set forth in paragraph 8 above, the purchaser must notify Harrington promptly in writing and after receiving Harrington's approval described in paragraph 5 above, the purchaser may return it directly to the place of shipment. This limited warranty may be utilized only by the original purchaser. Harrington shall inspect properly returned products. If the returned products are determined to be defective due to material or workmanship, Harrington shall replace or repair the returned products, free of all charges except transportation costs. The correction of any defects by repair or replacement shall fulfill all of Harrington's obligations and liabilities under this limited warranty and this agreement. The purchaser's remedy is limited to repair or replacement of the defective product. As described in paragraph 13 below, Harrington shall not be liable for special, consequential or incidental damages in any claim, action, suit or proceeding arising under this limited warranty. Returned products which are not defective shall be returned to purchaser and shall remain the purchaser's responsibility, including transportation costs.

10. Failure to Notify Voids Limited Warranty. Purchaser's failure to promptly notify Harrington of unsatisfactory operation, defects or any improper or unauthorized installation, maintenance, use, repair, or adjustments, shall terminate the limited one year warranty and shall relieve Harrington from any further responsibility thereunder.

11. Force Majeure. Harrington shall not be responsible for any expense, loss, or damage resulting from delay or prevention of performance caused by fires; floods; Acts of God; strikes; labor disputes; labor shortages; lack of or reasonable inability to obtain materials, fuel, supplies, or equipment; riots; thefts; accidents; transportation delays; an act of failure to act by the Government; a major equipment breakdown; or any other cause beyond the reasonable control of Harrington.

12. Disclaimer of Damages for Improper Use. Harrington shall not be responsible for damage to its products, or damage caused by its products, resulting from improper installation, maintenance, unintended use or attempts to operate such products beyond their mechanical or electrical capacity, intentionally or otherwise, or any unauthorized repair of its products.

13. Disclaimer for Incidental, Special, and Consequential Damages. In no event will Harrington be liable, whether arising under contract, tort (including negligence), strict liability, any statutory remedy, or any other cause of action whatsoever, for labor costs, loss of anticipated profits or goodwill, loss by reason of plant shutdown, non-operation or increased expense of operation, service interruption, cost of purchase or replacement power, claims of customers, cost of money, loss of use of capital or revenue, fines or penalties assessed or levied against purchaser based on the operation, non-operation, or use of the goods, or for any special, incidental, or consequential loss or damage of any nature, arising at any time from any cause whatsoever.

14. Limitation of Liability. Harrington's cumulative maximum liability under this agreement arising from any cause whatsoever, including but not limited to breach of contract, quasi-contract, tort (including negligence), strict liability, any other statutory remedy, breach of warranty, or any other cause or form of action whatsoever will not exceed the purchase price.

15. Catalog. All information, recommendations and suggestions appearing in Harrington's catalog are based upon tests and data believed to be reliable. However, it is the purchaser's responsibility to determine the suitability of Harrington's products for each application. Harrington does not accept responsibility for the accuracy of the information contained in its catalog. Harrington reserves the right to change the prices set forth in its catalog at any time and without notice to the purchaser or other customers. The catalog is not a part of this agreement.

16. Breach and Remedies. Any failure by the purchaser to tender full payment when due, or any wrongful rejection or repudiation of the Harrington Terms and Conditions shall constitute a material breach, and shall entitle Harrington to pursue any or all of its remedies under the Uniform Commercial Code and applicable state law. Harrington's remedies are cumulative and shall include without limitation: (a) Withholding delivery of products; (b) Stopping delivery by the carrier; (c) Reselling the products and recovering damages; (d) Recovering damages for nonacceptance and/or nonpayment; (e) Cancelling this agreement; and, (f) Reclaiming delivered products.

17. No Waiver. Any delay or failure by Harrington to enforce or pursue any or all of its remedies upon a breach by purchaser shall not be construed as a waiver of Harrington's rights under this agreement or applicable state law. Any waiver of Harrington's rights or claims under this agreement must be in writing signed by Harrington and given in exchange for valuable consideration.

18. Assignment and Delegation. No right or interest under this agreement may be assigned by either party without the written consent of the other party. No duty or obligation under this agreement may be delegated by either party without the written consent of the other party. Any assignment or delegation not consented to in writing is void.

19. Entire Agreement. The Harrington Terms and Conditions set forth herein and the Harrington Credit Application, if applicable, constitute the entire agreement between purchaser and Harrington and supersede any prior or contemporaneous representations or agreements, written or oral. No additional oral or written terms, including any attempts by purchaser to modify the Harrington Terms and Conditions or any other document relating to this sales, shall become a part of this agreement without the express written consent of Harrington.

20. Severability. If any part of this agreement is deemed unenforceable for any reason, the remainder of the agreement and the Harrington Terms and Conditions shall remain in full force and effect.

21. Governing Law. This agreement shall be construed under and controlled in all respects by the law of the state in which Harrington's distributing warehouse, from which purchaser made his purchase, is located. Purchaser agrees that personal jurisdiction and venue shall lie in the county in which the distributing warehouse, from which purchaser made his/her purchase, is located.

22. Headings. All headings are organizational devices only. They are not intended by the parties to have any legal import.

23. Attorney's Fees. In the event that any action or proceeding is brought to enforce Harrington's rights under or arising from this agreement, Harrington shall be entitled to its actual attorney's fees and court costs, unless the law of the forum state requires that the prevailing party or either party be entitled to attorney's fees, in which event the Harrington Terms and Conditions are modified to incorporate the forum state's requirements.

24. Acceptance of Terms and Conditions of Sale. Harrington's performance is conditioned upon purchaser's assent to the Harrington Terms and Conditions. Harrington hereby gives notice of its objection to any additional or different terms or conditions contained in any purchaser acceptance, purchase order, acknowledgement, or other document.

Confidential

10/09/2025
John Lavelle
Kiewit
Estimate #24-017
Sherman WTP
PTU Water Hammer Arrestor
Sherman, Texas

Scope of Work: Provide all materials, labor and equipment needed to repair or replace finish jackets through out the plant that was damaged due to a recent hail event.

We propose to reinstall the heat trace, insulation and jackets that were removed to install a water hammer arrestor at plant water booster pumps and check valve at Grit Waste Tank plant water.

PTU Water Hammer Arrestor:
Materials: 725.00
Rental Equipment: $0
Per Diem: $427.00
Labor 22 hrs. x $67.50 ph = $1,485.00
Total: $2,637.00

Check Valve:
Materials: 227.00
Rental Equipment: $0
Per Diem: $109.00
Labor 5.6 hrs. x $67.50 ph = $378.00
Total: $714.00

Due to material instability this quote is only good for 30 days.
Thanks for the opportunity.
Magna Specialty Contractors* 781 Station Dr. Suite 101, Arlington, TX 76015
www.magnaspecialtycontractors.com* gburciaga@magnaspecialtycontractors.net
Office 682-320-8668* Cell 214-417-7715
HUB 1814430109200

PLUMMER

Potential Change Order (PCO) Request

PROJECT NO:1422-005-03

PROJECT: South Wastewater Treatment Plant - MBR
OWNER: City of Sherman
CONTRACTOR: Kiewit Construction South
ENGINEER: Plummer Associates, Inc.
PCO NO.: 095

DESCRIPTION: Temporary Pad Mounted Switch Additional Monthly Rent

NOTIFICATION BY CONTRACTOR

The Contractor proposes to make the additions, modifications, or deletions to the Work described in the Contract Documents, as shown in Attachment "A" and requests that you take the following action:

- ☐ Notify us that you concur that this change does not require a change in Contract time or amount and issue a Field Order.
- ☒ Issue a Change Order for performing the described change. Change in Contract amount is indicated in the attached detailed cost breakdown of labor, materials, equipment and all other costs associated with this change. Impacts on Contract Time are shown in the attached revised schedule.
- ☐ Authorize the Contractor to proceed with the described change. Payment will be requested at the unit price bid.
- ☐ Authorize the Contractor to proceed with the change under the time and materials provisions of the Contract.
- ☐ Authorize this change utilizing Approval of Contingency Fund.

By: Kory Kyllo Date: 10/14/2025

ENGINEER'S RESPONSE

We respond to your request as follows: **Recommended total Value of PCO 095 is $21,767.66**

- ☐ We concur that this is a no cost or time change. See attached/forthcoming Field Order No. / comments.
- ☐ Your proposal is recommended to the Owner with funding authorized by use of project Contingency Fund.
- ☒ Your proposal is recommended to the Owner. See attached/forthcoming proposed Change Order.
- ☐ Proceed with the change at the unit price bid.
- ☐ Proceed with the change under the time and materials provisions of the Contract.
- ☐ Additional information is required to evaluate this request. Provide information as described in the attached comments and resubmit.
- ☐ Potential Change Order Request is not accepted.

Construction Manager: Brian Beach Date: 10/30/25

Engineer: Date: 10/31/2025

Program Manager: Date: 11/2/25

Owner: Thomas J. Pruitt, P.E. Date: 11/3/2025

PAPE-DAWSON ENGINEERS

Project: COSK South Wastewater Treatment Plant - MBR Project

Owner: City of Sherman

Subject: Potential Change Order Review Memorandum

PCO095 – Temporary Pad Mounted Switch Additional Monthly Rent

Date: 10/29/25

This Potential Change Order (PCO) is provided in response to WCD 040 R1 and WCD 043 which provided for a temporary pad mounted switch to provide main power to the South WWTP. The Temporary switch was needed because of delivery delays from the permanent switch manufacturer. The temporary switch was originally agreed to with PCO 078 and included the rental of the unit until end of September 2025. The switch will be needed until at least November 10, 2025. This PCO provides for all labor, material, supervision, and equipment to extend the rental of the temporary switch.

Below is a summary table of the history of this Potential Change Order (PCO) showing all submittals and total cost. Written comments and responses that were made on the PCO are included at the end of the PCO documentation

ID Number	Source (WCD, RFI, PCM)	Title	Submitted Date	Response Date	Total Cost or (Credit)
PCO 095	WCD 040 R1 & WCD 043	Temporary Pad Mounted Switch Additional Monthly Rent	10/14/2025	10/29/2025	$21,767.66

Reviews were provided by Plummer and Pape Dawson. It is the opinion of the combined project team that the cost provided in the final revision is an accurate cost for the work added and approval is recommended.

POTENTIAL CHANGE ORDER

Kiewit

Date: 10/08/2025	Potential Change Order #: PCO-0095	Revision #: 00
To: City of Sherman (COS) 220 W. Mulberry Street Sherman, TX 75090	Contract #: 1513-U Construction Manager at Risk (CMAR)	Project: South WWTP - MBR

Drawing, Specification, Equipment Number or Other Reference: COSK-KWT-PCO0078 WCD-040 R1 Temporary Pad Mounted Switch and WCD-043 Various Electrical and Instrument Updates

Description of the Proposed Change Order Work: Temporary Pad Mounted Switch Additional Monthly Rent

CMAR submitted PCO-0078 WCD-040 R1 Temporary Pad Mounted Switch and WCD-043 Various Electrical and Instrument Updates on August 19, 2025. It included five months of rental for the temporary pad mounted switch. This rental period was from May 2025 to September 2025. PCO-0078 was approved by the City on August 28, 2025, and is included in Change Order No.2. Within PCO-0078 is a table of assumptions and clarifications. Clarification 1 states that any additional rental time beyond the five months captured in the PCO would be captured in a separate PCO. CMAR is providing this PCO in accordance with General Conditions 1.01 A. 51., 10.01 A. and B., and 10.03 A. This PCO is also submitted in accordance with General Conditions 12.01.B.2 and the value of the Work will be determined by a mutually agreed lump sum. This mutually agreed lump sum is only applicable to this specific PCO-0095.

PCO-0095 consists of an additional month and a half of rent for the temporary pad mounted switchgear until it is swapped with the permanent one, along with the pickup fee.

There is no current schedule impact from the additional scope identified in this PCO.

Kiewit Water Facilities South Co.'s proposal for this package represents $21,767.66

This estimate is based on a 6-day workweek, 10 hours per day.

Kiewit has marked pages in this document “confidential” as they contain proprietary rates and other information that are trade secrets in reference to Texas Government Code 552.110.

This quote is valid for 30 days from date of submission in accordance with General Conditions 10.05 C. CMAR reserves the right to update the cost if those 30 days are exceeded.

Construction				**Estimated Effect on Contract Price**
Lump Sum ($)				Change Impact ($)
$21,767.66				**$21,767.66**

Detailed components of above categories must accompany this estimate (discipline, craft, commodity of material, etc.)

Estimated Effect on Project Schedule (calendar days)		**Estimated Effect on Contract Terms**
Substantial Completion	N/A	N/A
Final Completion	N/A	N/A

Recommended by: Kiewit Water Facilities South Co.

Project Manager: _____ Contractor

10/14/2025
Date

Basis of Estimate: Temporary Pad Mounted Switch Additional Monthly Rent

Summary

1. **A – Direct Cost (Labor)**	Sub-Total	$0.00
2. **B – Direct Cost (Supervision)**	Sub-Total	$0.00
3. **C – Direct Cost (PM, Supplies, Equipment, Subs)**	Sub-Total	$18,050.00
4. **D – Indirect Cost**	Sub-Total	$0.00
5. **E – Est. B&I / COMM (1.50%)**	Sub-Total	$270.75
6. **F – G&A (9.622%)**	Sub-Total	$1,762.82
7. **G – Fee (8.50%)**	Sub-Total	$1,684.09
	Grand Total	**$21,767.66**

Initiator

PCO-0078 WCD-040 R1 Temporary Pad Mounted Switch and WCD-043 Various Electrical and Instrument Updates Clarification 1. This clarification states that any additional rental time beyond the five months captured in the PCO would be captured in a separate PCO.

Merit

PCO-0078 WCD-040 R1 Temporary Pad Mounted Switch and WCD-043 Various Electrical and Instrument Updates Clarification 1.

Summary

CMAR submitted PCO-0078 WCD-040 R1 Temporary Pad Mounted Switch and WCD-043 Various Electrical and Instrument Updates on August 19, 2025. It included five months of rental for the temporary pad mounted switch. This rental period was from May 2025 to September 2025. PCO-0078 was approved by the City on August 28, 2025, and is included in Change Order No.2. Within PCO-0078 was a table of assumptions and clarifications. Clarification 1 states that any additional rental time beyond the five months captured in the PCO would be captured in a separate PCO. The temporary pad mounted switch will be utilized until the permanent one can be installed, which is scheduled for after the 30-day Demonstration Period. It is currently planned to be swapped on November 10th, 2025 and pickup up on November 12th, 2025. Therefore, the rental will increase by roughly a month and a half to cover October 2025 and a portion of November 2025. Also included is the pickup fee. This PCO captures that cost.

Note from Ron Mick - 10/29/2025:
Pick up fee will be credited in PCO 096, which will include the changes to transfer the rental to Medium Voltage Loop Project.

See attachments for a breakdown.

1. **A - Direct Cost (Labor)**

Total	$0.00

No Direct Cost (Labor) included in PCO-0095.

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2. **B - Direct Cost (Supervision)**

Total	$0.00

No Direct Cost (Supervision) included in PCO-0095.

3. **C - Direct Cost (PM, Supplies, Equipment, Subs)**

Total	$18,050.00

The following is captured under C - Direct Cost (PM, Supplies, Equipment, Subs): Asher Power Rental Agreement for the rental costs of the temporary switchgear; one full month rent, a pro-rated second month, and the pickup charge.

See attachments for a breakdown.

4. **D - Indirect Cost**

Total	$0.00

5. **E - Est. B&I / COMM (1.50%)**

Total	$270.75

Est. Bond and Insurance / Commercial required for PCO 95.

6. **F - G&A (9.622%)**

Total	$1,762.82

General and Administrative expenses required for PCO 95.

7. **G - Fee (8.50%)**

Total	$1,684.09

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Attachments

1. COSK-KWT-PCO0078 WCD-040 R1 Temporary Pad Mounted Switch and WCD-043 Various Electrical and Instrument Updates
2. PCO 0095 Cost Breakdown Structure
3. PCO 0095 Resource Rate Register
4. Asher Power Equipment Rental Agreement and PO
5. Asher Power Email Confirmation of Remaining Cost
6. PCO 95 Assumptions and Clarifications Log

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PLUMMER

Potential Change Order (PCO) Request

PROJECT NO:1422-005-03

PROJECT: South Wastewater Treatment Plant - MBR

OWNER: City of Sherman

CONTRACTOR: Kiewit Construction South

ENGINEER: Plummer Associates, Inc.

PCO NO.: 078

DESCRIPTION: **Temporary Pad Mounted Switch and Various Electrical & Instrumentation Updates**

NOTIFICATION BY CONTRACTOR

The Contractor proposes to make the additions, modifications, or deletions to the Work described in the Contract Documents, as shown in Attachment "A" and requests that you take the following action:

- ☐ Notify us that you concur that this change does not require a change in Contract time or amount and issue a Field Order.
- ☒ Issue a Change Order for performing the described change. Change in Contract amount is indicated in the attached detailed cost breakdown of labor, materials, equipment and all other costs associated with this change. Impacts on Contract Time are shown in the attached revised schedule.
- ☐ Authorize the Contractor to proceed with the described change. Payment will be requested at the unit price bid.
- ☐ Authorize the Contractor to proceed with the change under the time and materials provisions of the Contract.
- ☐ Authorize this change utilizing Approval of Contingency Fund.

By: Kory Kyllo Date: 8/19/2025

ENGINEER'S RESPONSE

We respond to your request as follows: Recommended total Value of PCO 078is $91,210.49

- ☐ We concur that this is a no cost or time change. See attached/forthcoming Field Order No. / comments.
- ☐ Your proposal is recommended to the Owner with funding authorized by use of project Contingency Fund.
- ☒ Your proposal is recommended to the Owner. See attached/forthcoming proposed Change Order.
- ☐ Proceed with the change at the unit price bid.
- ☐ Proceed with the change under the time and materials provisions of the Contract.
- ☐ Additional information is required to evaluate this request. Provide information as described in the attached comments and resubmit.
- ☐ Potential Change Order Request is not accepted.

Construction Manager: Brian Beach Date: 8/28/25

Engineer: Date: 8/28/25

Program Manager: Date: 8/25/25

Owner: Thomas J. Pruitt P.E. Date: 8/29/2025

PAPE-DAWSON ENGINEERS

Project: COSK South Wastewater Treatment Plant - MBR Project

Owner: City of Sherman

Subject: Potential Change Order Review Memorandum

PCO078 – Temporary Pad Mounted Switch and Various Electrical & Instrumentation Updates

Date: 8/27/25

This Potential Change Order (PCO) is provided in response to WCD0040 R1 and WCD0043. WCD 0040 R1 was issued on 8/7/2025 to provide for the rental, installation, and testing of a temporary Pad Mounted Switch for the project until the permanent switch could be delivered. WCD 0043 was issued on 7/24/2025 to provide for additional electrical lighting in the city provided building housing an ammonia sample pump and analyzer. This PCO provides for all labor, material, supervision, and equipment to install the added items.

Below is a summary table of the history of this Potential Change Order (PCO) showing all submittals and total cost. Written comments and responses that were made on the PCO are included at the end of the PCO documentation

ID Number	Source (WCD, RFI, PCM)	Title	Submitted Date	Response Date	Total Cost or (Credit)
PCO 078	WCD 040 R1 and WCD 043	Temporary Pad Mounted Switch and Various Electrical & Instrumentation Updates	8/19/2025	8/27/2025	$91,210.49

Reviews were provided by Plummer and Pape Dawson. It is the opinion of the combined project team that the cost provided in the final revision is an accurate cost for the work added and approval is recommended.

POTENTIAL CHANGE ORDER

Kiewit

Date: 08/19/2025	Potential Change Order #: PCO-0078	Revision #: 00
To: City of Sherman (COS) 220 W. Mulberry Street Sherman, TX 75090	Contract #: 1513-U Construction Manager at Risk (CMAR)	Project: South WWTP - MBR

Drawing, Specification, Equipment Number or Other Reference: COSK-PSE-WCD0040 R1 Temporary Pad Mounted Switch and COSK-PSE-WCD0043 Electrical Updates

Description of the Proposed Change Order Work: WCD-040 R1 Temporary Pad Mounted Switch and WCD-043 Various Electrical and Instrument Updates

CMAR received WCD 0040 R1 Temporary Pad Mounted Switch on August 7th, 2025 and WCD-043 Various Electrical and Instrument Updates on July 25th, 2025. CMAR is providing this PCO in accordance with General Conditions 1.01 A. 51., 10.01 A. and B., and 10.03 A. This PCO is also submitted in accordance with General Conditions 12.01.B.2 and the value of the Work will be determined by a mutually agreed lump sum. This mutually agreed lump sum is only applicable to this specific PCO-0078.

PCO-0078 consists of work associated with WCD-040 R1, including CMAR providing a rental pad mounted switch, placing it on an equipment pad, providing four (4) sets of 3M Cable Termination, providing three (3) sets of fuses, installing fuse cutouts on customer poles with two sets of fuses, connecting MV cable to the overhead line, removing the rental pad mounted switch, and installing 25kV bushings on the incoming position of the permanent pad mounted switch. PCO-0078 also includes work associated with WCD-043, consisting of additional scope to the ammonia shelter, including installing a new power panel, adding lights, receptacles, and required circuits. It also includes changes to the MBR Support Building, consisting of adding conduit and wire from new tote low level switches to the PLC panel, changing fixtures in the electrical room, and relocating and deleting sampler receptacles.

The schedule is still being evaluated and a separate PCO will be submitted under separate cover if schedule impacts are identified.

Kiewit Water Facilities South Co.'s proposal for this package represents $91,210.49

This estimate is based on a 6-day work week, 10 hours per day.

Kiewit has marked pages in this document “confidential” as they contain proprietary rates and other information that are trade secrets in reference to Texas Government Code 552.110.

This quote is valid for 30 days from date of submission in accordance with General Conditions 10.05 C. CMAR reserves the right to update the cost if those 30 days are exceeded.

Construction				**Estimated Effect on Contract Price**
Lump Sum ($)				Change Impact ($)
$91,210.49				**$91,210.49**
Detailed components of above categories must accompany this estimate (discipline, craft, commodity of material, etc.)				

Estimated Effect on Project Schedule (calendar days)		**Estimated Effect on Contract Terms**
Substantial Completion	N/A	N/A
Final Completion	N/A	N/A

Recommended by: Kiewit Water Facilities South Co.

Project Manager: _____ Contractor

8/19/2025 Date

Basis of Estimate: WCD-040 R1 Temporary Pad Mounted Switch and WCD-043 Various Electrical and Instrument Updates

Summary

1. **A – Direct Cost (Labor)**	Sub-Total	$0.00
2. **B – Direct Cost (Supervision)**	Sub-Total	$2,600.00
3. **C – Direct Cost (PM, Supplies, Equipment, Subs)**	Sub-Total	$73,216.06
4. **D – Indirect Cost**	Sub-Total	$0.00
5. **E – Est. B&I / COMM (1.50%)**	Sub-Total	$1,137.24
6. **F – G&A (9.622%)**	Sub-Total	$7,404.45
7. **G – Fee (8.50%)**	Sub-Total	$6,852.74
	Grand Total	**$91,210.49**

Initiator

Plummer: issuance of WCD 0040, WCD 0040 R1 and WCD-043.

Merit

Issuance of WCD 0040 and WCD 0040 R1 Temporary Pad Mounted Switch, and WCD-043 Various Electrical and Instrument Updates by the Engineer.

Summary

CMAR received WCD 0040 Temporary Pad Mounted Switch on April 16th, 2025. CMAR quickly coordinated with vendors to locate a reconditioned switch that would meet the requirements set out in WCD-040. It was determined that Asher Power had a switch available for rent that could be utilized. Asher Power will be providing a G&W 6-way PNI Vault Style Switchgear. A five-month rental period is included in this PCO-0078 for the temporary switch, along with expedited shipping. If additional time is required beyond the five months, additional cost will be captured in a separate PCO. Electric Power Systems provided DAL-JR-Q25158 to capture the cost of the temporary termination material.

The Engineer stated that additional scopes of work were going to be added to WCD 0040 and that a revision was going to be released once the permanent pad mounted switch gears were procured. CMAR later received WCD 0040 R1 Temporary Pad Mounted Switch on August 7th, 2025

The scope of work for this PCO-0078 includes:

1. Provide a rental pad mount switch equivalent to a 600-amp, 4-way, 1 switch in, 3 fused out, S&C PMH-12 configuration.
   a. Replace three sets of 25KV bushings with 15KV bushings.
2. Place rental switch on pad.
3. Install fuse cutouts on customer pole and provide two sets of fuses.
4. Connect MV cable to the overhead line.

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5. Remove rental switch on pad and replace the 15KV bushings with the original 25KV bushings. Install the permanent switch.
6. Procure and install one set of 25KV bushings on the incoming position of procured switch.

CMAR received WCD 0043 Various Electrical and instrument updates on July 25th, 2025. WCD 0043 provided four updated Contract Drawings: E-100, E-553, E-558, and E-559. The scope consists of additional scope to the ammonia shelter, including installing a new power panel, adding lights, receptacles, and required circuits. It also includes changes to the MBR Support Building, consisting of adding conduit and wire from new tote low level switches to the PLC panel, changing fixtures in the electrical room, and relocating and deleting sampler receptacles

See attachments for a breakdown.

The schedule is still being evaluated and a separate PCO will be submitted under separate cover if impacts are identified.

1. **A - Direct Cost (Labor)**

Total	$0.00

No Direct Cost (Labor) included in PCO 78.

2. **B - Direct Cost (Supervision)**

Total	$2,600.00

The following is captured under B - Direct Cost (Supervision): A Field Engineer & Superintendent are required for PCO-0078. The below breaks down the responsibilities for this additional scope of work:

Field Engineer

- Review documentation to identify all changes
- Communication and coordination with temporary PMS vendors
- Estimate reviews with change management team
- Revise existing work plans.
- Field presence
- Work with scheduling team to add new activities and/or adjust durations of CPM schedule and see if there were any schedule impacts

Superintendent

- Communication and coordination with temporary PMS vendors
- Review revised Work Plans (Individually and with Crew)
- Field presence/Supervising additional scope

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- Work with scheduling team to provide input and identify any impacts.

See attachments for a breakdown.

3. **C - Direct Cost (PM, Supplies, Equipment, Subs)**

Total	$73,216.06

The following is captured under C - Direct Cost (PM, Supplies, Equipment, Subs): Asher Power Equipment Rental Agreement for the rental costs of the temporary switchgear. Electric Power Systems DAL-JR-Q25158 and Alterman Proposal 35 for installation of the temporary pad mounted switchgear, installing fuse cutouts on customer pole, connecting MV cable to overhead line, removing the rental pad mounted switchgear, and replacing bushings. Alterman proposal 35 to procure, install, and modify items at the ammonia shelter and MBR Support Building per scope described in the Summary.

See attachments for a breakdown.

4. **D - Indirect Cost**

Total	$0.00

5. **E - Est. B&I / COMM (1.50%)**

Total	$1,137.24

Est. Bond and Insurance / Commercial required for PCO 78.

6. **F - G&A (9.622%)**

Total	$7,404.45

General and Administrative expenses required for PCO 78.

7. **G - Fee (8.50%)**

Total	$6,852.74

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Attachments

1. COSK-PSE-WCD0040 R1 Temporary Pad Mounted Switch
2. COSK-PSE-WCD0043 Electrical Updates
3. PCO 0078 Cost Breakdown Structure
4. PCO 0078 Resource Rate Register
5. Electric Power Systems DAL-JR-Q25158 Sherman MV Terms
6. Asher Power Equipment Rental Agreement and PO
7. Alterman Cost Proposal No. 35
8. PCO 78 - Assumptions and Clarifications Log

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Project:	South Wastewater Treatment Plant - MBR	**Project Number:**	
Owner:	Greater Texoma Utility Authority/City of Sherman		1513-U
Contractor:	Kiewit Water Facilities South Co.		105718
Engineer:	Plummer Associates		1422-005-02

Work Change Directive No.: 40 R1 **Description:** Temporary Pad Mounted Switch

Specification: N/A

Drawing No.: N/A **Detail Description:** Temporary Pad Mounted Switch

Make the following additions, modifications, or deletions to the Work described in the Contract Documents:

Provide a temporary Pad Mounted Switch. Work is further described below:

a. Provide a new or reconditioned pad mount switch equivalent to a 600-amp, 4-way, 1 switch in, 3 fused out, S&C PMH-12 configuration. Surplus Record https://surplusrecord.com has several listed for sale.
b. Switch shall be placed on 18" curb that can be removed in future. Curb to allow cable space below switch.
c. Provide four (4) sets of 3M Cable Termination. Minimize amount of cable ends cut, pull excess cable back into manholes.
d. Provide three (3) sets of fuses.

Revision 1 - 8/7/2025
Revise this WCD to include the scope items on the attached "WCD-040 Temporary Pad Mounted Switch Rev1 Text"

Purpose of Work Change Directive:

There was a Fabrication Delay from Pad Mounted Switch manufacturer. In order to not delay plant startup activities a temporary switch is needed.

The Owner directs the Contractor to proceed with Work described in this Work Change Directive. Compensation for this Work will be determined using the methods described below. Costs for the Work Change Directive may not exceed the total authorized compensation shown for this Work Change Directive shown below without authorization of the Owner by other Work Change Directives or by Change Order. Contractor is to submit a Change Proposal when impacts on Contract Price and Contract Times can be determined. A Change Order or Contract Amendment is to be issued to incorporate changes in Contract Price and / or Contract Times.

Basis of Compensation:

☐ Unit Prices
☒ Lump Sum calculated using Cost of Work provisions in General Conditions Paragraph 12.01
☐ Time and Materials using Cost of Work provisions in General Conditions Paragraph 12.01
☐ Allowance based on provisions in General Conditions Paragraph 11.02.

Project:	South Wastewater Treatment Plant - MBR	**Project Number:**	
Owner:	Greater Texoma Utility Authority/City of Sherman		1513-U
Contractor:	Kiewit Water Facilities South Co.		105718
Engineer:	Plummer Associates		1422-005-02

Required Documentation:

☒ Detailed cost breakdown attached showing labor, materials, equipment and all other costs for this change

☒ Schedule attached to show impacts and justification for requested change in Contract Times if applicable

Compensation for this Work Change Directive may not exceed: $ N/A

Recommended by: Design Engineer

Name: [signature] Date: 4.16.2025

Recommended by: Project Construction Manager

Name: [signature] Date: 4/16/25

Approved by: Kiewit Water Facilities South Co.

Name: [signature] Date: 4/25/2025

Approved by: Program Manager

Name: [signature] Date: 4/16/25

Approved by: Greater Texoma Utility Authority

Name: [signature] Date: 4/16/2025

Approved by: City of Sherman

Name: Thomas J. Smith, P.E. Date: 4/16/2025

WCD-040 Temporary Pad Mounted Switch Rev1 Text

Contractor shall complete the following items:

1. Provide a rental pad mount switch equivalent to a 600-amp, 4-way, 1 switch in, 3 fused out, S&C PMH-12 configuration.
    a. Replace three sets of 25KV bushings with 15KV bushings.
2. Place rental switch on pad.
3. Install fuse cutouts on customer pole and provide two sets of fuses.
4. Connect MV cable to the overhead line.
5. Remove rental switch on pad and replace the 15KV bushings with the original 25KV bushings. Install the permanent switch.
6. Procure and install one set of 25KV bushings on the incoming position of procured switch.

The remaining work shall be per the Contract documents.

Project:	South Wastewater Treatment Plant - MBR	**Project Number:**	
Owner:	Greater Texoma Utility Authority/City of Sherman	1513-U	
Contractor:	Kiewit Water Facilities South Co.	105718	
Engineer:	Plummer Associates	1422-005-02	

Work Change Directive No.: 43 **Description:** Various Electrical and instrument updates

Specification: N/A

Drawing No.: multiple **Detail Description:** Updates to Electrical & Instrumentation drawings

Make the following additions, modifications, or deletions to the Work described in the Contract Documents:

Provide changes to electrical and instrumentation as described in the attached supporting text and shown on the attached drawings.

Attachments:

- WCD 043 Supporting Text
- E-100, Rev 2, 7/14/2025
- E-553, Rev 5, 7/14/2025
- E-558, Rev 2, 7/14/2025
- E-559, Rev 6, 7/14/2025

Purpose of Work Change Directive:

Clarifications and design progression related to multiple RFIs.

The Owner directs the Contractor to proceed with Work described in this Work Change Directive. Compensation for this Work will be determined using the methods described below. Costs for the Work Change Directive may not exceed the total authorized compensation shown for this Work Change Directive shown below without authorization of the Owner by other Work Change Directives or by Change Order. Contractor is to submit a Change Proposal when impacts on Contract Price and Contract Times can be determined. A Change Order or Contract Amendment is to be issued to incorporate changes in Contract Price and / or Contract Times.

Basis of Compensation:

☐ Unit Prices ☒ Lump Sum calculated using Cost of Work provisions in General Conditions Paragraph 12.01

☐ Time and Materials using Cost of Work provisions in General Conditions Paragraph 12.01

☐ Allowance based on provisions in General Conditions Paragraph 11.02.

Required Documentation:

☒ Detailed cost breakdown attached showing labor, materials, equipment and all other costs for this change

☒ Schedule attached to show impacts and justification for requested change in Contract Times if applicable

Compensation for this Work Change Directive may not exceed: $ N/A

Project:	South Wastewater Treatment Plant - MBR	**Project Number:**	
Owner:	Greater Texoma Utility Authority/City of Sherman	1513-U	
Contractor:	Kiewit Water Facilities South Co.	105718	
Engineer:	Plummer Associates	1422-005-02	

Recommended by: Design Engineer

Name | Date: 7.25.2025

Recommended by: Project Construction Manager

Name | Date: 7/21/25

Approved by: Kiewit Water Facilities South Co.

Name | Date

Approved by: Program Manager

Name | Date: 7/24/25

Approved by: Greater Texoma Utility Authority

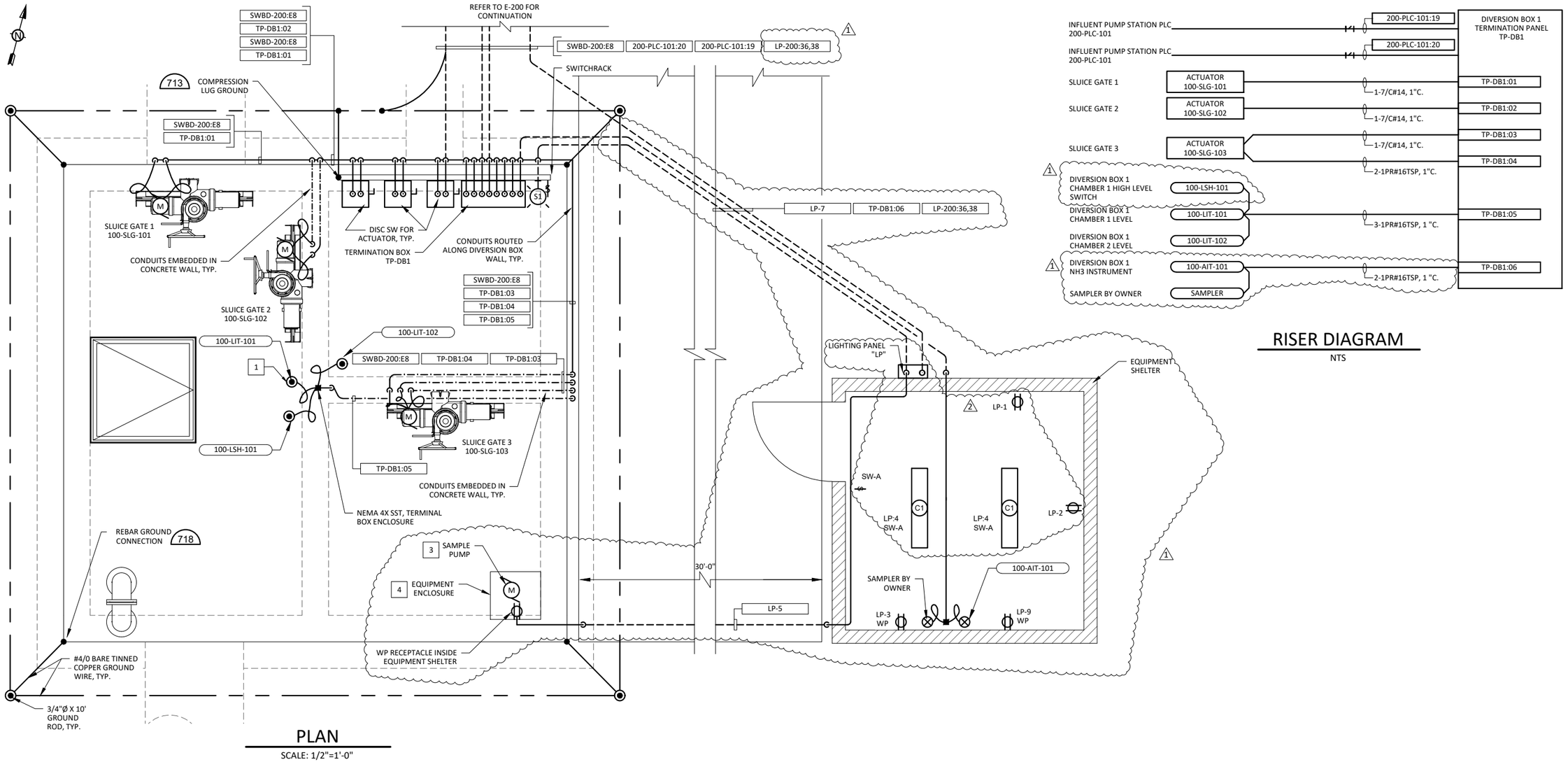
Name | Date

Approved by: City of Sherman

Name | Date: 7/24/2025

WCD-043 Electrical Updates Supporting Text

1. Sheet E-100
    a. Added Nema 3R Power Panel for new ammonia shelter.
    b. Added lights for ammonia shelter.
    c. Added two additional receptacles and required circuits.
2. Sheet E-553
    a. Added conduit and wire from tote low level switches to PLC panel.
3. Sheet E-558
    a. Changed fixtures in electrical storage room to 4’ enclosed and gasketed.
4. Sheet E-559
    a. Relocated sampler receptacle to location on west wall behind permeate pump 2.
    b. Deleted one sampler receptacle.
    c. Provided conduit and wiring for tote low level switches.
    d. Provided manufacturer and model of tote low level switches.



PLAN

SCALE: 1/2"=1'-0"

RISER DIAGRAM

NTS

ELECTRICAL UNDERGROUND PACKAGE BP07-001 CONTRACTOR NOTES:

1. ELECTRICAL DRAWINGS SHOWS ONLY GENERAL LOCATIONS OF EQUIPMENT, DEVICES, AND RACEWAY, UNLESS SPECIFICALLY DIMENSIONED.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROPER ROUTING OF THE RACEWAY, SUBJECT TO THE APPROVAL OF THE ENGINEER.
3. THE CONTRACTOR SHALL REVIEW EQUIPMENT SUBMITTALS AND PREPARE FOR APPROVAL CONDUIT STUB-UPS FOR EACH STRUCTURE OR FACILITY.
4. ELECTRICAL DRAWINGS ARE GENERALLY DIAGRAMMATIC AND SHOW APPROXIMATE LOCATION AND EXTENT OF WORK. DIMENSIONS ON ELECTRICAL DRAWINGS SHALL BE VERIFIED WITH SUBMITTALS, STRUCTURAL, ARCHITECTURAL AND MECHANICAL DRAWINGS.
5. COORDINATED EQUIPMENT LAYOUT IN SUFFICIENT TIME TO BE COORDINATED WITH WORK OF OTHERS, PROVIDE DRAWINGS AND LAYOUT WORK SHOWING EXACT SIZE AND LOCATION OF SLEEVES, OPENINGS OR INSERTS FOR ELECTRICAL EQUIPMENT IN SLABS, WALLS, PARTITIONS AND CHASES.
6. ARRANGE STUB-UPS SO CURVED PORTIONS OF BENDS ARE NOT VISIBLE ABOVE THE FINISHED SLAB.
7. INSTALL NO MORE THAN THE EQUIVALENT OF THREE 90-DEGREE BENDS IN ANY CONDUIT RUN.
8. RACEWAYS EMBEDDED OR UNDER SLABS LARGER THAN 1 INCH TRADE SIZE, PARALLEL OR AT RIGHT ANGLES TO MAIN REINFORCEMENT. WHERE AT RIGHT ANGLES TO REINFORCEMENT, PLACE CONDUIT CLOSE TO SLAB SUPPORT.
9. PULL LEATHER-WASHER-TYPE DUCT CLEANER, WITH GRADUATED WASHER SIZES, THROUGH FULL LENGTH OF RACEWAY. FOLLOW WITH RUBBER DUCT SWAB FOR FINAL CLEANING AND TO ASSIST IN SPREADING LUBRICANT THROUGHOUT RACEWAYS.
10. PROVIDE INSTALL 100 LB FT TEST NYLON CORD IN RACEWAYS. IDENTIFY EACH END WITH PERMANENT MARKING MEANS AND PROVIDE CAPS ON CONDUITS.
11. ALL STUB-UPS SHALL BE THREADED FOR ACCEPTABLE OF COUPLING OR BUSHING.

ELECTRICAL ABOVE GROUND PACKAGE BP07-002 CONTRACTOR NOTES:

1. REFER TO SHEET E-001 FOR ADDITIONAL NOTES.
2. GROUNDING AND LIGHTING PROTECTION SYSTEM SHALL BE INCLUDED IN ABOVE GROUND ELECTRICAL BID.

NOTES INDICATED BY #

1. REFER TO E-9010 STANDARD DETAIL 820 FOR MOUNTING INFORMATION.

1
2. PROVIDE CONNECTION TO EXISTING LIGHTING FROM CIRCUIT LP-200:36,38. INSTALL FOUR (4) 20A/1P BREAKERS IN PANEL FOR CIRCUIT REQUIRED.
3. PROVIDE SAMPLE PUMP, WASTON MARROW 530 DRICE WITH 520REL HEAD, 1-55 GPH WITH 9.6 MM TUBE. PUMP SHALL BE 120V. AND NEMA 4X. SET PUMP ON 12" PUMP TABLE.
4. PROVIDE FIBERGLASS EQUIPMENT ENCLOSURE BY HUBBELL, WITH 1000-WATT HEATER, 35"Wx44"Lx35"H.

2
5. PROVIDE 240/120V. NEMA 3R LIGHTING PANEL WITH 12 CIRCUITS. IN ADDITIONAL TO NUMBER OF BREAKERS SHOWN IN NOTE 2, PROVIDE AN ADDITIONAL THREE (3) 20A/1P BREAKERS.
6. PROVIDE TWO (2) ADDITIONAL RECEPTACLES. SHOWN AS CIRCUITS 1 AND 2.
7. PROVIDE TWO (2) TYPE C1 FIXTURES WITH SWITCH.

PLUMMER
1320 S UNIVERSITY DR. STE 300 | FORT WORTH, TX 76107
817.806.1700 | TBPE REGISTERED FIRM NUMBER F-13

REV	DATE	REVISION	BY
2	7.14.25	WCD-43	PNM
1	9.02.2024	WCD-32	PNM
0	2.15.24	IFC - ELECTRICAL BP07	PNM

Sherman
CLASSIC TOWN, BROAD HORIZON

CITY OF SHERMAN
SOUTH WASTEWATER TREATMENT PLANT - MBR

ELECTRICAL
DIVERSION STRUCTURE AND PIPELINE
PLAN AND DETAILS

STATE OF TEXAS
PATRICK N. MOSELEY
72794
REGISTERED
PROFESSIONAL ENGINEER
7/14/25

IF THIS BAR DOES NOT MEASURE ONE INCH, DRAWING IS NOT TO LABELED SCALE

DESIGNED P. MOSELEY
DRAWN E. ANDERSON
CHECKED N. TOUSSAINT
REVIEWED P. MOSELEY

Seq.

Dwg. No. E-100

1422-005-02

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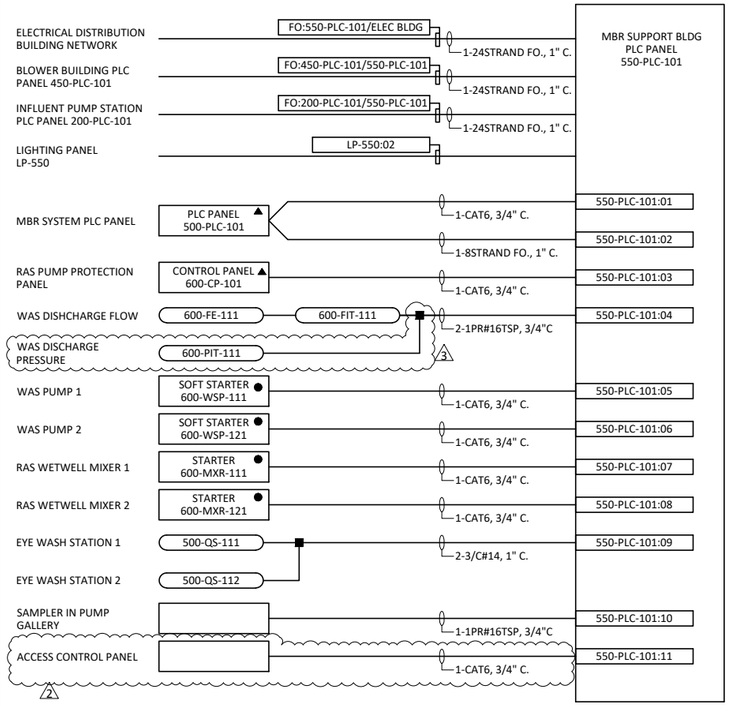
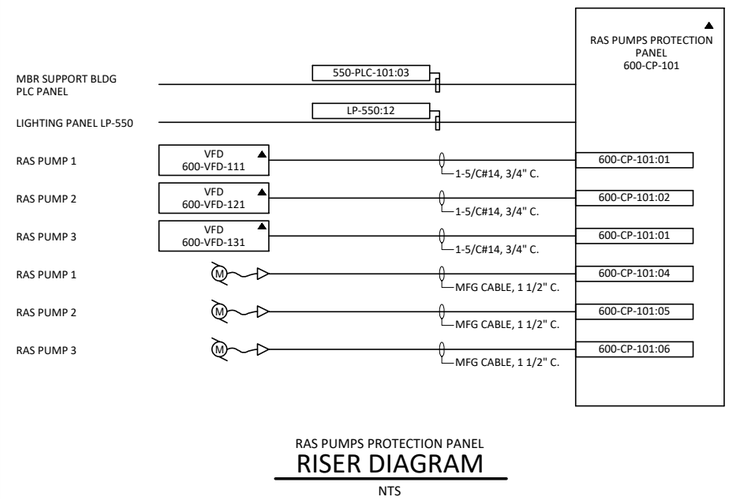


MBR SUPPORT BLDG PLC 550-PLC-101

RISER DIAGRAM

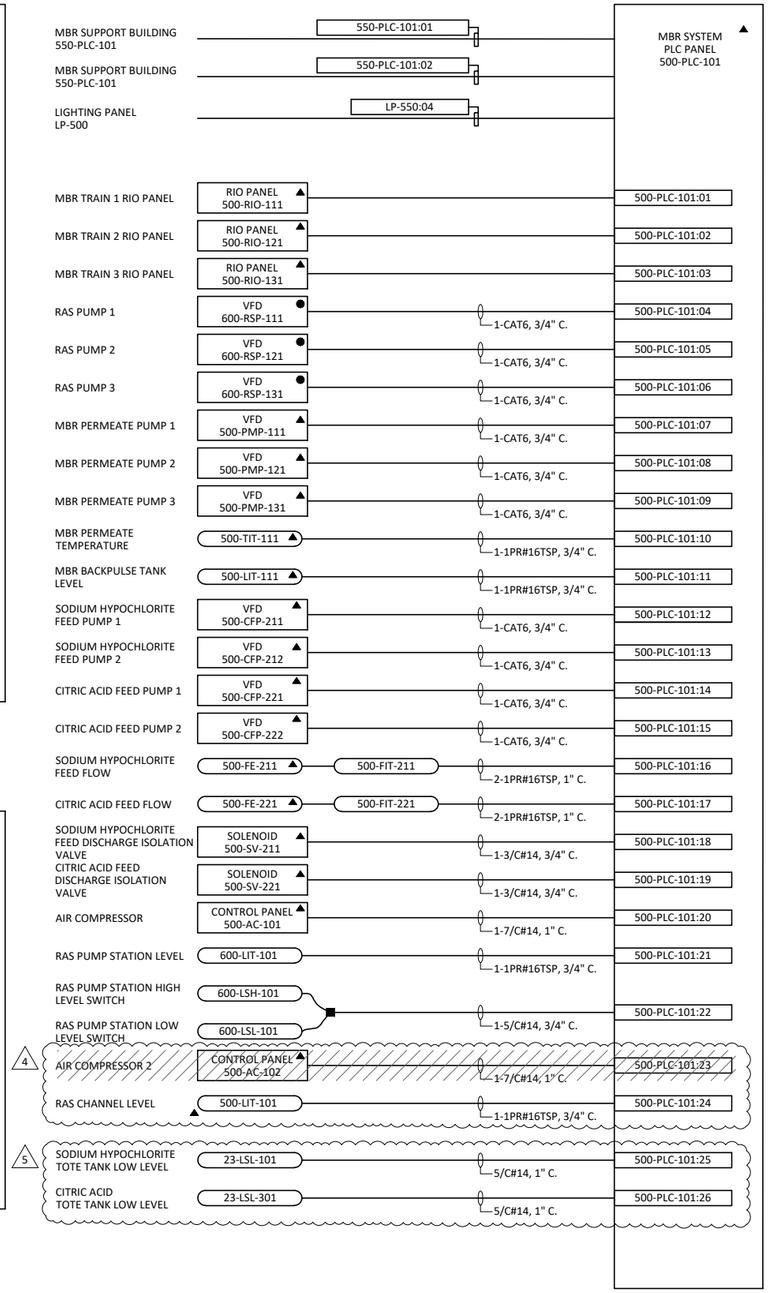
NTS



RAS PUMPS PROTECTION PANEL

RISER DIAGRAM

NTS



MBR SYSTEM PLC 500-PLC-101

RISER DIAGRAM

NTS

4 NOTES:

REVISION 0, ISSUED ON 2/15/24, WAS REMOVED FROM THE TITLE BLOCK.

REVISION 1, ISSUED ON 5/03/24, WAS REMOVED FROM THE TITLE BLOCK.

LEGEND

- ▲ VENDOR FURNISHED EQUIPMENT
- ● CMAR FURNISHED EQUIPMENT

ELECTRICAL ABOVE GROUND PACKAGE BP07-002 CONTRACTOR NOTES:

1. REFER TO SHEET E-001 FOR ADDITIONAL NOTES.

PLUMMER
1320 S UNIVERSITY DR. STE 300 | FORT WORTH, TX 76107
817.806.1700 | TBPE REGISTERED FIRM NUMBER F-13

REV	DATE	REVISION	BY
5	7.14.25	WCD-43	PNM
4	3.11.25	WCD-39	PNM
3	12.02.24	WCD-37	ELA
2	8.25.24	WCD-29	ELA

Sherman
CLASSIC TOWN, BROAD HORIZON

CITY OF SHERMAN
SOUTH WASTEWATER TREATMENT PLANT - MBR

ELECTRICAL
MEMBRANE SUPPORT BUILDING
RISER DIAGRAMS I

STATE OF TEXAS
PATRICK N. MOSELEY
72794
REGISTERED
PROFESSIONAL ENGINEER
7/14/25

IF THIS BAR DOES NOT MEASURE ONE INCH, DRAWING IS NOT TO LABELED SCALE

DESIGNED P. MOSELEY
DRAWN E. ANDERSON
CHECKED N. TOUSSAINT
REVIEWED P. MOSELEY

Seq. 1
Dwg. No. E-553
1422-005-02

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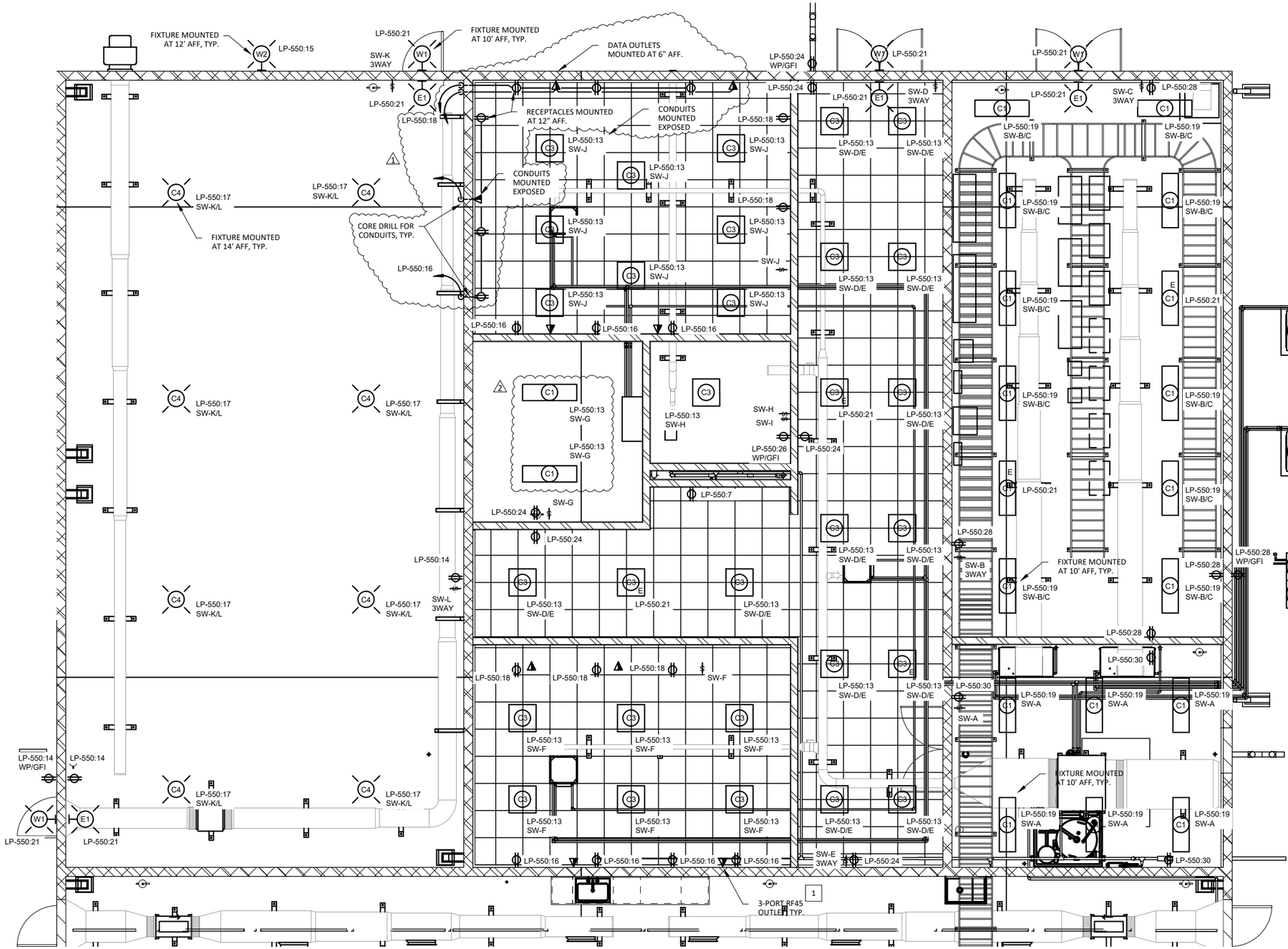

PLAN

SCALE: 1/4"=1'-0"

ELECTRICAL ABOVE GROUND PACKAGE BP07-002 CONTRACTOR NOTES:

1. REFER TO SHEET E-001 FOR ADDITIONAL NOTES.

NOTES INDICATED BY [#]

1. AT THESE LOCATIONS, PROVIDE 3-PORT CAT5E CONFIGURED SINGLE GANG BOX/PLATE. PROVIDE 3-CATE CABLES TO ELECTRICAL ROOM, SOUTH WALL. PROVIDE AN EXTRA 30' CABLE FOR CONNECTION TO NETWORK EQUIPMENT. TYPICAL FOR ALL.

PLUMMER
1320 S UNIVERSITY DR. STE 300 | FORT WORTH, TX 76107
817.806.1700 | TBPE REGISTERED FIRM NUMBER F-13

REV	DATE	REVISION	BY
2	7.14.25	WCD-43	PNM
1	6.24.25	FO-24	PNM
0	2.15.24	IFC - ELECTRICAL BP07	PNM

Sherman
CLASSIC TOWN. BROAD HORIZON.

CITY OF SHERMAN
SOUTH WASTEWATER TREATMENT PLANT - MBR

ELECTRICAL
MEMBRANE SUPPORT BUILDING
BUILDING SUPPORT AREA LIGHTING PLAN

STATE OF TEXAS
PATRICK N. MOSELEY
72794
REGISTERED
ENGINEER
7/14/25

IF THIS BAR DOES NOT MEASURE ONE INCH, DRAWING IS NOT TO LABELED SCALE

DESIGNED P. MOSELEY
DRAWN E. ANDERSON
CHECKED N. TOUSSAINT
REVIEWED P. MOSELEY

Seq.

Dwg. No. E-558

1422-005-02

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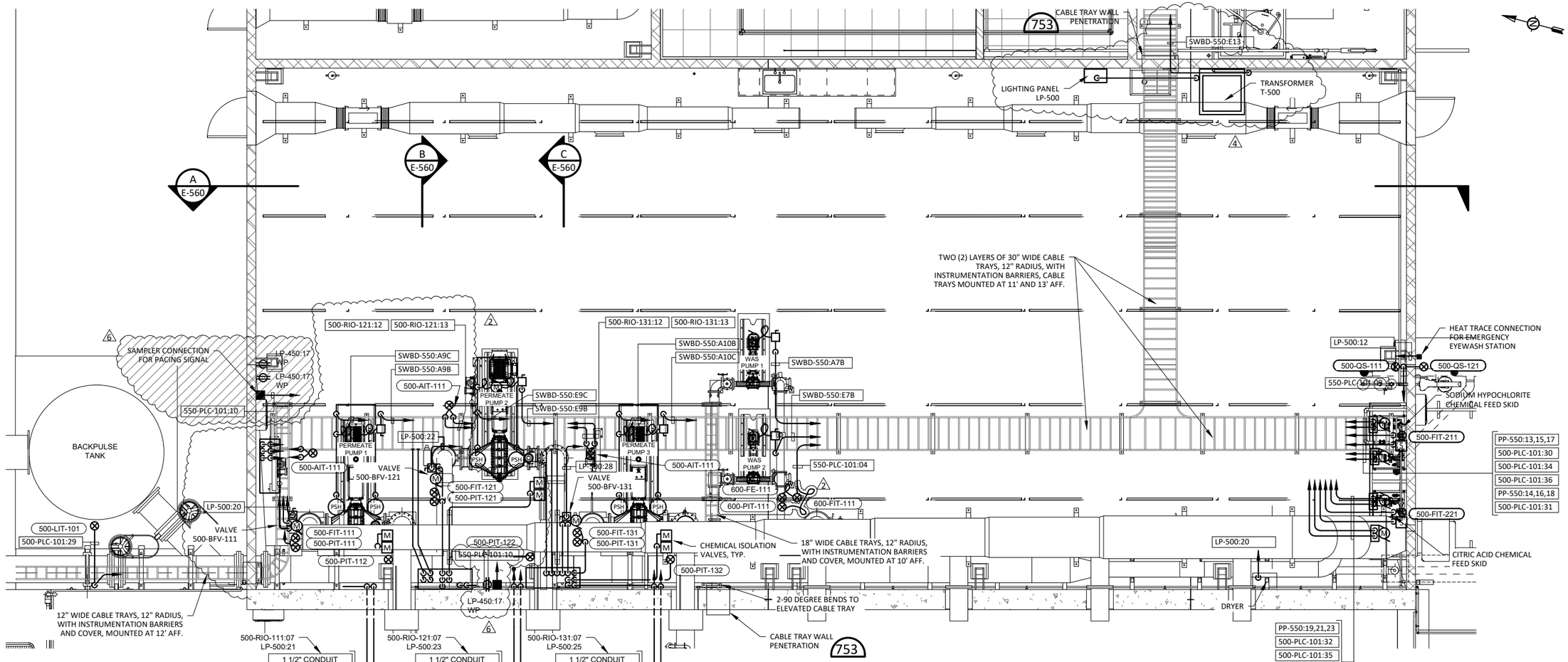
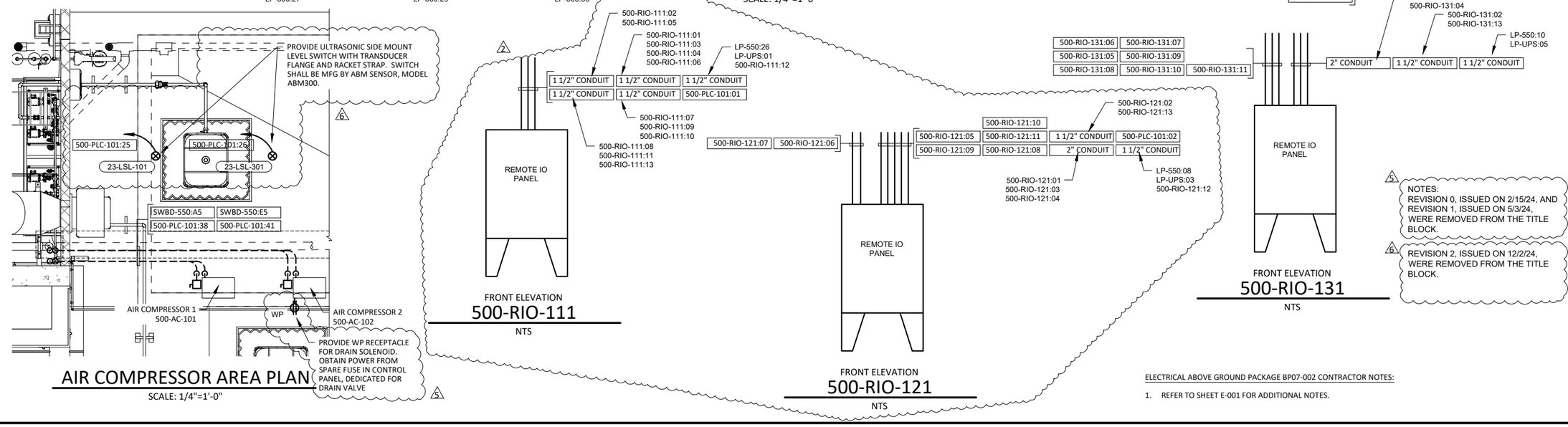


PUMP GALLERY PLAN

SCALE: 1/4"=1'-0"



AIR COMPRESSOR AREA PLAN

SCALE: 1/4"=1'-0"

FRONT ELEVATION 500-RIO-111

NTS

FRONT ELEVATION 500-RIO-121

NTS

FRONT ELEVATION 500-RIO-131

NTS

NOTES:

5 REVISION 0, ISSUED ON 2/15/24, AND REVISION 1, ISSUED ON 5/3/24, WERE REMOVED FROM THE TITLE BLOCK.

6 REVISION 2, ISSUED ON 12/2/24, WERE REMOVED FROM THE TITLE BLOCK.

ELECTRICAL ABOVE GROUND PACKAGE BP07-002 CONTRACTOR NOTES:

1. REFER TO SHEET E-001 FOR ADDITIONAL NOTES.

PLUMMER
1320 S UNIVERSITY DR. STE 300 | FORT WORTH, TX 76107
817.806.1700 | TBPE REGISTERED FIRM NUMBER F-13

REV	DATE	REVISION	BY
6	7.14.25	WCD-43	PNM
5	6.23.25	WCD-42	PNM
4	4.17.25	WCD-39 R1	PNM
3	3.11.25	WCD-39	PNM

Sherman
CLASSIC TOWN. BROAD HORIZON.

CITY OF SHERMAN
SOUTH WASTEWATER TREATMENT PLANT - MBR

ELECTRICAL
MEMBRANE SUPPORT BUILDING
PUMP GALLERY POWER PLAN

STATE OF TEXAS
PATRICK N. MOSELEY
72794
REGISTERED PROFESSIONAL ENGINEER
7/14/25

IF THIS BAR DOES NOT MEASURE ONE INCH, DRAWING IS NOT TO LABELED SCALE

DESIGNED P. MOSELEY
DRAWN E. ANDERSON
CHECKED N. TOUSSAINT
REVIEWED P. MOSELEY

Seq. 1
Dwg. No. E-559
1422-005-02

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Cost Breakdown Structure (CBS) Register

KIEWIT CORPORATION
20053365-136123-01P - Sherman PCO Backup--Sherman WWTP Construction

CBS Position Code	Description	Quantity	Uint of Measure (UoM)	Manhours (MH)	Man Count	Equipment Count	Production (UOM/MH)	Production UOM/Crew Hr)	Unit Cost	Total Cost	Labor Cost	Construction Equipment Cost	Materials Cost	Supplies Cost	Subcontract Cost
4.1.5	PCO #0078 - WCD-040 R1 Tempoary PMS & WCD-043 Electrical Updates	1.00	Each	16.00	2.00	0.00	0.06	0.06	$91,210.49	$91,210.49	$1,200.00	$0.00	$17,461.06	$0.00	$57,155.00
4.1.5.1	A - Direct Cost (Labor)	1.00	Each	0.00	0.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
4.1.5.2	B - Direct Cost (Supervision)	1.00	Each	16.00	2.00	0.00	0.06	0.06	$2,600.00	$2,600.00	$1,200.00	$0.00	$1,400.00	$0.00	$0.00
4.1.5.2.1	FE	1.00	Each	8.00	1.00	0.00	0.13	0.13	$1,200.00	$1,200.00	$1,200.00	$0.00	$0.00	$0.00	$0.00
4.1.5.2.2	Superintendent	1.00	Each	8.00	1.00	0.00	0.13	0.13	$1,400.00	$1,400.00	$0.00	$0.00	$1,400.00	$0.00	$0.00
4.1.5.3	C - Direct Cost (PM, Supplies, Equipment, Subs)	1.00	Each	0.00	0.00	0.00	0.00	0.00	$73,216.06	$73,216.06	$0.00	$0.00	$16,061.06	$0.00	$57,155.00
4.1.5.3.1	Electric Power Systems	1.00	Each	0.00	0.00	0.00	0.00	0.00	$8,655.00	$8,655.00	$0.00	$0.00	$0.00	$0.00	$8,655.00
4.1.5.3.2	PMS Rental - Asher Power	5.00	Mo	0.00	0.00	0.00	0.00	0.00	$9,000.00	$45,000.00	$0.00	$0.00	$0.00	$0.00	$45,000.00
4.1.5.3.3	PMS Rental Expedition Fee - Asher Power	1.00	Each	0.00	0.00	0.00	0.00	0.00	$1,500.00	$1,500.00	$0.00	$0.00	$0.00	$0.00	$1,500.00
4.1.5.3.4	PMS Rental Taxes - Asher Power	1.00	Each	0.00	0.00	0.00	0.00	0.00	$2,000.00	$2,000.00	$0.00	$0.00	$0.00	$0.00	$2,000.00
4.1.5.3.5	Alterman Cost Proposal WCD-040 and WCD-043	1.00	Each	0.00	0.00	0.00	0.00	0.00	$16,061.06	$16,061.06	$0.00	$0.00	$16,061.06	$0.00	$0.00
4.1.5.4	D- Indirect Cost	1.00	Each	0.00	0.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
4.1.5.5	E - Est. B&I/COMM (1.50%)	1.00	Each	0.00	0.00	0.00	0.00	0.00	$1,137.24	$1,137.24	$0.00	$0.00	$0.00	$0.00	$0.00
4.1.5.6	F - G&A (9.622%)	1.00	Each	0.00	0.00	0.00	0.00	0.00	$7,404.45	$7,404.45	$0.00	$0.00	$0.00	$0.00	$0.00
4.1.5.7	G - Fee (8.50%)	1.00	Each	0.00	0.00	0.00	0.00	0.00	$6,852.74	$6,852.74	$0.00	$0.00	$0.00	$0.00	$0.00

PCO-0078				
A	**DIRECTS - Labor**			
		LABOR	$	-
B	**DIRECTS - Supervision**			
		Supervision	$	2,600.00
C	**DIRECTS - Equip, PM, Supply, Subs**			
		Total	$	73,216.06
D	**Indirect Cost**			
		Itemized	$	-
E	**Est. Bonds/Insurance**			
	(on A, B, C, D)	1.50%	$	1,137.24
F	**G&A**			
	(on B, C, D, E)	9.622%	$	7,404.45
G	**Fee**			
	(on C, F)	8.50%	$	6,852.74
		TOTAL	**$**	**91,210.49**

All Resource Register

KIEWIT CORPORATION

20053365-136123-01P - Sherman PCO Backup--Sherman WWTP Construction

Resource Type	Resource Code	Description	Unit Cost (Scale 1)	Unit Cost (Scale 2)	Unit Cost (Scale 3)	Utilization Count	Unit of Measure
Labor Rate	1.S.10.2.01 (1) (1)	Discipline Field Engineer - 2024	$150.00	$150.00	$150.00	8.00	Hour
Labor Rate	DISCIPLINE SUPERINTENDENT	Discipline Superintendent - 2024	$175.00	$175.00	$175.00	8.00	Hour
Unique Rate	7.ELEC.TEMP PMS TAXES	Temporary Pad Mounted Switch Taxes - Asher Power	$2,000.00	$0.00	$0.00	1.00	PLS
Unique Rate	7.ELEC.TEMP PMS RENT	Temporary Pad Mounted Switch Rental - Asher Power	$9,000.00	$0.00	$0.00	5.00	Mo
Unique Rate	ELECTRIC POWER SYSTEMS PCO-078	Electric Power Systems DAL-JR-Q25158	$8,655.00	$0.00	$0.00	1.00	Each
Unique Rate	7.ELEC.TEMP PMS EXP FEE	Temporary Pad Mounted Switch Expedition Fee - Asher Power	$1,500.00	$0.00	$0.00	1.00	PLS
Unique Rate	PCO-0078 ALTERMAN	PCO-0078 ALTERMAN	$16,061.06	$0.00	$0.00	1.00	Each

ELECTRIC POWER SYSTEMS

TESTING & ENGINEERING SERVICES

ALTERMAN ELECTRIC INC

Sherman MV Terms- Material & Tap Plug Swap

DAL-JR-Q25158

4/24/25

Setting The

Standard of Excellence

In the Power Industry

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EPS
ELECTRIC POWER SYSTEMS

SETTING THE STANDARD *of* EXCELLENCE IN THE POWER INDUSTRY

INDUSTRY LEADING EXPERTS

Electric Power Systems is a NETA Certified, Independent Electrical Testing & Engineering Organization. We specialize in commissioning, start up, and maintenance testing for Utility, Industrial, Transit, Data Centers, and Commercial Facilities. At Electric Power Systems, we are commited to promoting a culture of safety within our organization and along side all of our clients. Our dedication to providing safe and reliable services has made us a trusted industry leader since 1977.

OUR PEOPLE

As a full member of the International Electrical Testing Association (NETA), all of our Technicians are required to be tested to demonstrate their knowledge in several categories including safety and independent electrical testing methods. In addition, EPS has an in house safety and training program to further the knowledge of all of our personnel and to ensure they continue to work safely and effectively even with the changing technology they are presented with.

COMMITTED TO INNOVATION

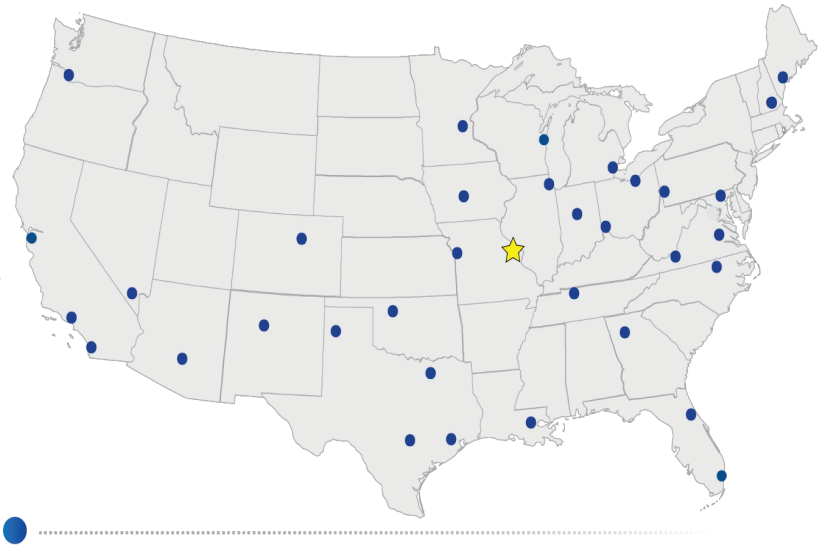
NETA

At Electric Power Systems, we continually push for excellence and advancement in technology. EPS partners with many equipment manufacturers to continue to pursue excellence in everything that we do. EPS also holds the distinction of being a member of **PEARL** which is a testament to the level of quality we provide to our customers.

PEARL
Professional Electrical Apparatus Reconditioning League

WE'VE GOT YOU COVERED

With offices conveniently located throughout North America, EPS is uniquely positioned to staff your project, regardless of location. As one of the largest independently owned electrical testing companies in the country, we are capable of staffing any testing or commissioning project, regardless of size or scope.



Date: Apr 24, 2025

Joe Henry

ALTERMAN ELECTRIC INC
14703 JONES MALTSBERGER
SAN ANTONIO, TX 78247

Cell: 210-290-0289
Email: joe.henry@goalterman.com

Reference: EPS Quote #DAL-JR-Q25158

Attn: Joe Henry

Thank you for your interest in Electric Power Systems International Inc. ("EPS"). We are pleased to offer our professional services on Sherman MV Terms. EPS will provide the necessary field service engineers, technicians, tools, and test equipment to complete the outlined proposal and definition of project scope of work.

EPS is setting the standard of excellence in the power industry by using our unsurpassed experience, safety record, state-of-the-art training programs and professional credentials. As a full member of the International Electrical Testing Association (NETA), a recognized leader and ANSI standards developer for the electrical testing industry, you are assured that all testing is performed objectively according to NETA / ANSI standards.

EPS offers complete solutions for electrical system reliability and safety including commissioning and startup services, acceptance and maintenance testing, transformer services, engineering studies, and electrical and safety training. By selecting EPS, you will quickly understand how we are your single source solution for all your electrical reliability needs. EPS has 30+ offices located in North America and experienced professionals when and where you need them, to meet your project schedule. For more information, visit our website at www.epsii.com

Thank you for giving Electric Power Systems International Inc. the opportunity to provide service for your electrical requirements and for your cooperation and continued support. Please feel free to contact me at 216.513.6944 to schedule this work or if you have any questions.

Respectfully Submitted,

Julio Ramos
SLSMGR - Sales Manager

Richardson, TX 75081

216.513.6944 Office
j.ramos@voltyx.com
www.epsii.com

Project:

Electric Power Systems International Inc. (EPS) is pleased to offer professional services on Sherman MV Terms. This project is located in Sherman, Texas. All testing will be in accordance with Acceptance Testing Specifications as stated below.

This service proposal is designed using industry standards to provide economic and safety-related benefits. This program will also establish a base-line record or trending data to be utilized as an ongoing maintenance program to enhance the system reliability through future preventive maintenance.

Equipment to Be Tested Per the Following One-Line(s)/Drawings:

Provide all terminations material for Temp Gear & Labor to swap out Bushing Tap plugs for 15Kv inserts

Project Schedule:

1. Project will be performed based on customer's mutual agreed upon schedule.

Pricing:

Total price for Inspection & Testing of electrical equipment listed above for this project is as follows:

Price For Sherman Pre-Walk Total price Listed Above Only:……..$ 1,600.00 USD

Price For Sherman Temp Gear Labor Tap Plugs Total price Listed Above Only:……$ 1,600.00 USD

Price For Sherman Temp Gear Material Total price Listed Above Only:……..……..$ 5,455.00 USD

Price For Sherman Co Total price Listed Above Only:……$ 8,655.00 USD

** Assuming work is performed during Normal Business Hours = ST**

**Pricing includes travel expenses, per diem, etc.*

Electric Power System Responsibilities:

1. Provide all necessary field service engineers, technicians, tools, and test equipment to complete the testing of the equipment as defined by the projects scope of work.
2. Provide all required documentation for the applicable field tests as defined by the projects scope of work.
3. Perform the following safety tasks:
    a) Perform a daily onsite Job Hazard Analysis (JHA) prior to commencing any site activities.
    b) Coordinate with the customer to perform Lock-Out/Tag-Out (LOTO) activities as required by the projects scope of work.
    c) Perform equipment inspections as required by the project scopes of work.
    d) Report any items that are believed to have a potential for an unsafe work condition.
4. Provide a full report to include the scope of work, test dates, test data, and any discrepancies discovered with recommendations.

Customer Responsibilities (but not limited to):

1. Supply personnel for assistance with loading and unloading test equipment if required by the projects scope of work.
2. Supply adequate power for test equipment as required by the projects scope of work.
3. Supply all lifting devices if required by project scope of work.
4. Coordinate, supply and ensure all scheduled equipment in a priority list defining sequential order by the project scope of work to be tested available upon arrival of EPS Personnel.
5. Allow and ensure free, clear, and uninterrupted access to all equipment being tested and in the projects scope of work.
6. Client to provide an on-site employee who is qualified and familiar with the electrical system, and any jobsite regulations.
7. Client to remove and reinstall all circuit breakers listed above in the scope of work for testing.
8. Client to remove and reinstall all panel coverings for IR scanning by EPS
9. Provide up to date documents as required, such as protective device settings, any necessary electrical drawings, or manufacturer's instruction manuals.
    a) If drawings and settings are not available, EPS Engineering Services can update one-line drawings and perform a coordination study for an additional fee (if applicable).
10. Arrange and pay for any utility outages that may be required to de-energize equipment to be tested.
11. Customer shall perform all switching required to de-energize the equipment to be tested.
    a) If EPS is required to perform switching, customer must submit a signed Switching Agreement relieving EPS of any and all liability associated with such switching activity.
12. Provide allotted time per project scope of work to allow EPS lead personnel to walk the project site and finalize project logistics and schedule (if required).
13. Cable terminations need to be made accessible and possibly de-terminated for specific tests.
14. If a request for quote (RFQ) does not include one-line drawings, schematics, three lines, a schedule of work, or specifications, pricing may be affected by additions to the scope not initially accounted for.
15. EPS will require all equipment to be installed, set on pads, and grounded before testing.
16. Client to provide a safe location for test equipment to be left on-site for the duration of the project.
17. Cover the costs of illness/disease testing and or PPE fitment if applicable.
18. Provide (72) hour notice for scheduling of testing so that there is compliance with the California Labor Laws (if applicable).

Terms of Payment

An invoice in the amount of the above firm price, plus billing for any additional work or standby time outside of EPS control will be issued upon completion. Or progress billing could apply for the defined scope of work based on the length of the project. Payments are due and payable Net 30 days from the date of each invoice.

The issuing of a purchase order to EPS along with credit approval, will be sufficient to form an agreement to the terms and conditions referenced in this proposal.

This proposal is based upon working Monday thru Friday, normal business hours (excluding holidays) which includes a 40-hour work week (unless otherwise stated above).

General Clarifications and Assumptions:

1. Price assumes work to be performed Monday thru Friday, normal business hours (excluding holidays).
2. EPS shall be notified, a minimum of ten working days prior to being required to mobilize.
3. This quote is only valid for 30 days from the date of the proposal.
4. If this is a Public Works or Federal/State/Local funded project and subject to Prevailing Wages this proposal can and will change based on the current Public Works wage determinations based on the location of the said project involved. Any failures and or/ omittance as to the knowledge of a public works project shall allow EPS to remedy any monetary/contractual/legal requirements of said project subject to Prevailing wage to take place and you the "CLIENT" agrees to pay the additional costs associated with the public works project. EPS follows all Federal/State/Local requirements on any level and will comply as such in doing it so it is the "CLIENTS" responsibility to fully disclose all the requirements of their obligations as well when entering into any Federal/State/Local funded projects.
5. This price does not include any time associated to safety meetings, training, commissioning meetings or gaining security access.
6. EPS Terms and Conditions of Sales and Services are here by incorporated into this proposal.
7. The price above is based on the assumption of accuracy of the electrical system data supplied to EPS (e.g. single-line diagram, equipment list or another source). Any unplanned time necessitated by inaccuracies of this information due to restricted site access, deficiencies discovered or safety guidelines (e.g. safety equipment, procedures) may result in a work stoppage, and be additionally billed on a time and material basis in accordance with our current published rates for applicable class of service.
8. Payment subject to any withholding or offset for disputed amounts, shall not delay payment of the original contract, which shall be paid Net 30 days from receipt of properly submitted and documented invoice.
9. EPS will require a purchase order, letter of commitment or written notice to proceed prior to the start of this project.
10. EPS reserves the right to bill for any project delays (especially if EPS is forced to remain on-site until testing is ready to be performed & updated settings/drawings provided) caused by pre-start delays and/or on-going project delays/deficiencies. This proposal is based on a set amount of mobilizations/demobilizations as stated per the items listed above and if additional site visits are required for any reason before or after the agreed upon project completion deadline; additional T&M charges will be incurred per EPS' rate sheet. The following will be billed in accordance with EPS' rate sheet:
    a) Retest or repair of any faulty equipment.
    b) Significant on-site project delays including but not limited to acquiring accurate relay settings or drawings, equipment deliveries, installation, weather delays, equipment problems or stand-by time.
    c) Testing scope of work deficiencies or troubleshooting.
    d) Optional work or expenses in addition to or outside of the scope of work, as indicated in this proposal.
11. Price assumes days for equipment testing with mobilization(s). Any additional mobilizations, or additional trips requested by the customer will incur additional mobilization charges.
12. Any additional materials furnished by EPS outside of the described scope of work will require prior approval by the customer before ordering and are subject to cost plus, taxes, and freight charges.
13. Any equipment rented, such as man-lifts, generators, load banks, etc., will be subject to an upcharge plus delivery or shipping.

14. This price is for testing each item listed in the scope of work once. Any retesting of defective equipment or replaced equipment will be considered out of scope work, and will require a change order.
15. No equipment will be energized prior to testing, EPS must be notified by the client prior to energizing any switchgear.
16. All tested equipment will have a calibration sticker applied with the calibration date document (if applicable).

ELECTRIC POWER SYSTEMS INTERNATIONAL, INC.
TERMS AND CONDITIONS OF SALES AND SERVICE

1. Terms and Conditions of Sale

a. ELECTRIC POWER SYSTEMS INTERNATIONAL, INC. (the "Company") pursuant to the other documents (the "Purchase Order") attached hereto and incorporated herein has agreed to provide the services set forth in the Purchase Order to ALTERMAN ELECTRIC INC (the "Purchaser").

b. The Terms and Conditions contained herein shall not be modified by oral, parol, or other extrinsic evidence, but may only be modified or supplemented by a written document duly executed and accepted by Company. The Terms and Conditions contained herein supersede any prior or contemporaneous agreements or correspondence between the parties. In the event of any conflict between the Terms and Conditions set forth herein and the Purchase Order, then in that event, the Purchase Order shall control.

2. Terms of Payment

a. Unless stated otherwise in Company's Purchase Order, the full invoice amount is due and payable within thirty (30) days of invoice date.

b. All invoices submitted by the Company to Purchaser shall be paid as set forth above. In the event invoices are not paid in accordance with such terms of payment, interest shall be charged on each invoice at one and one half (1-1/2%) percent per month on the unpaid balance (or at the maximum legal rate permitted), computed from the date payment is due (as set forth in 2.a. above) until the date paid.

c. In the event that the Company incurs legal expense(s) in enforcing its rights to receive timely payment of all invoices, Purchaser agrees to pay all reasonable attorney's fees, court costs, and other expenses incurred by the Company.

d. Any check or remittance received from or for the account of the Purchaser may be accepted and applied by Company against any indebtedness or obligation owing by Purchaser as shown by the books and records of Company without prejudice to or the discharge of the remainder of any such indebtedness or obligation regardless of any condition, statement, or notation appearing on, referring to or accompanying such check or remittance.

3. Payment

a. If, in the opinion of the Company, financial condition of the Purchaser at the time the parts or equipment is ready for shipment or services are ready for performance is such that the Company does not believe the Purchaser will make timely payment, the Purchaser may be requested before shipment or before performance of services, to arrange terms of payment reasonably satisfactory to the Company.

b. In the event of the insolvency, bankruptcy or default of the Purchaser, the Company shall be entitled to cancel any outstanding Purchase Order(s), to receive reimbursement for its reasonable and proper cancellation charges, and to retain possession of parts or equipment repaired or serviced under the Purchase Order until the charges are paid. If the charges are not paid within ninety (90) days of completion of the work and invoicing the Purchaser, Company, at its option, shall be entitled to sell the parts or equipment at a public or private sale upon the giving of written notice to the Purchaser at least five (5) days prior to such sale.

4. Quotations

a. Unless otherwise stated, Quotations are void unless accepted within ninety (90) days from the date thereof. During said period and prior to acceptance, all Quotations are subject to change upon notice. All Orders made thereon are not binding until and unless accepted in writing by the Company. Shipping dates are approximate and are based upon prompt in writing receipt of all necessary information and with approved drawings whenever required. Stenographic and clerical errors are subject to correction.

5. Price Policy

Prices are subject to change without notice. Applicable price adjustment clause(s) will be stated at the time of quotation and will be included as part of the quotation.

6. Delivery - Risk of Loss

All transportation costs shall be for the account of the Purchaser and shall be added to the invoice. The parts or equipment sent to the Company for repair shall be delivered by Purchaser F.O.B. the Company's Service Center. Repaired parts or equipment and other parts or equipment furnished by the Company shall be delivered to the Purchaser F.O.B. the Company's Service Center. Risk of loss of or damage to any parts or equipment furnished by the Company under the contract shall pass to the Purchaser F.O.B. the Company's Service Center. Title to any parts or equipment finished by the Company under the contract shall pass to Purchaser upon payment in full. Risk of loss or damage to the Purchaser's parts or equipment shall be with the Purchaser at all times.

7. Shipping Dates

Shipping and/or completion dates are approximate and are based on prompt receipt of all necessary information and approvals from the Purchaser. Unless the Purchaser stipulates on its Purchase Order that an earlier shipment is not permissible, the Company reserves the right to ship prior to the contract shipping date.

8. Force Majeure

a. The Company shall not be liable for failure to perform or for delay in performance due to fire, flood, strike labor issue(s), act of God, act of any governmental authority or of the Purchaser, embargo, fuel or energy shortage, car shortage, faulty castings or forgings, wrecks or delay in transportation, inability to obtain necessary labor, materials or manufacturing facilities from usual sources, unanticipated, hidden or concealed site conditions, or due to any cause beyond its reasonable control.

b. In the event of delay in performance due to any such cause, the date of delivery or time for completion will be extended by a period of time reasonably necessary to overcome the effect of such delay. The Company reserves the right to amend the purchase price as a result of increased costs from such delay.

9. Penalty Clauses

Under no circumstances shall the Company be liable or responsible for any penalty or liquidated damages of any kind, written or implied, nor shall Company be liable for any liabilities arising directly or indirectly out of such clauses, unless such penalty or liquidated damage provision has been accepted and approved by Company in writing by a duly authorized designated officer of the Company.

10. Warranty

a. The Company expressly warrants, subject to the terms, conditions, and limitations contained herein that: (a) any replacement or other parts furnished by it, or any work done by it on the Purchaser's equipment shall be free of defects in workmanship and materials, (b) any specialized tools, equipment and instruments for the use of which a charge is made to the Purchaser shall be adequate for the work to be performed, and (c) the services performed by it will be competent.

b. The Company shall, upon prompt written notice from the Purchaser, correct any failure to conform to any of the applicable foregoing warranties which is first manifested within a period of one (1) year after completion of the work, or shipment of the part. Such correction may, in the case of item (a) above, and at the election of the Company, be limited to the repair or replacement F.O.B. the Company's Service Center, of the defective part or parts furnished by it. In the case of any other breach of the foregoing warranty, the Company shall furnish its services or specialized tools, equipment and instruments, to the same extent as provided on the original work. It is understood and agreed that, unless otherwise agreed to in writing by the Company, the Company assumes no responsibility with respect to the suitability of the Purchaser's equipment or with respect to any latent defects in the same. In no event shall the Company be responsible for providing working access to the defect (which working access shall be the sole responsibility of the Purchaser), including the removal, disassembly, replacement or reinstallation of any equipment, materials or structures to the extent necessary to permit the Company to perform its warranty obligations, or transportation costs to and from the Company factory or repair facility, or for damage to equipment components or parts, resulting in whole or in part from improper maintenance or operation, or from their deteriorated condition. The condition of any tests shall be mutually agreed upon and the Company shall be notified of, and may be present at all tests that may be made.

c. The above warranty term does not apply to products which have a useful life, under normal use, inherently shorter than the one (1) year period indicated above in which instance the warranty shall extend only to that period of its useful life. The Company's sole responsibility with respect to products manufactured by the supplier is to extend to Purchaser the same warranty it receives from the supplier.

d. The Company warrants that any engineering studies performed by it will conform to good professional standards then existing at the time of performance. Any portion of the study which does not so conform shall be corrected by the Company upon notification in writing by the Purchaser within six (6) months after completion of the study.

e. All warranty work shall be performed on a single shift straight time basis, Monday through Friday. In the event that the product requires correction of warranty items on an overtime schedule, the premium portion of such overtime shall be for the Purchaser's account.

f. These warranties shall not apply to any work which (i) has been improperly repaired or altered (other than by Company); (ii) has been subjected to misuse, negligence or accident; (iii) has been installed, commissioned and used in a manner contrary to Company's instructions; (iv) is comprised of materials provided or design stipulated by Purchaser; (v) is used equipment; (vi) has been damaged by or subjected to abrasion, corrosion, or chemicals and gasses due to the physical environment or other conditions exceeding those specified, including without limitation temperature or dirt.

g. EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IN CONNECTION WITH THIS PURCHASE ORDER AND THE TRANSACTIONS CONTEMPLATED HEREBY. THE FOREGOING EXPRESS WARRANTIES ARE THE SOLE AND EXCLUSIVE WARRANTIES, AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ALL WARRANTIES AND MERCHANTABILITY OF FITNESS FOR A PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM ANY COURSE OF DEALING OR USAGE OR TRADE ARE EXPRESSLY DISCLAIMED HEREIN, WITH THE EXCEPTION SOLELY OF THE WARRANTY OF TITLE AND WARRANTY AGAINST PATENT INFRINGEMENT.

11. Limitation of Liability

a. THE COMPANY AND ITS CONTRACTORS. SUBCONTRACTORS, SUPPLIERS, AND OTHER AGENTS SHALL, UNDER NO CIRCUMSTANCES OR EVENT, BELIABLE TO PURCHASER IN EITHER CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR FOR LOSS OF PROFITS OR REVENUE, OR LOSS OF USE OF EQUIPMENT OR POWER SYSTEM ARISING DIRECTLY OR INDIRECTLY OUT OF THE WORK OR SERVICES PERFORMED BY THE COMPANY OR THE PARTS AND EQUIPMENT UTILIZED OR PROVIDED HEREIN. THE LIMITATION OF LIABILITY SET FORTH HEREIN SHALL ALSO APPLY TO ALL CLAIMS OF CUSTOMERS OF PURCHASER AND ANY DAMAGES SUSTAINED BY SUCH CUSTOMERS.

b. THE LIMITATION OF LIABILITY CONTAINED IN SUBPARAGRAPH a. ABOVE, BY WAY OF ILLUSTRATION, AND NOT BY WAY OF LIMITATION SHALL PERTAIN TO ANY AND ALL LIABILITY ARISING DIRECTLY OR INDIRECTLY OUT OF THE PERFORMANCE OR BREACH THEREOF OF ANY PURCHASE ORDER BY THE COMPANY, AND FROM ANY LIABILITY ASSOCIATED WITH THE MANUFACTURE, SALE, DELIVERY, INSTALLATION, SUPERVISION, DIRECTION, MAINTENANCE, REPAIR, OR USE OF ANY EQUIPMENT COVERED OR FURNISHED UNDER THE PURCHASE ORDER WHETHER SUCH DAMAGES ARISE IN contract, warranty, in tort (including negligence or otherwise).

c. THE TOTAL AMOUNT OF ANY AND ALL CUMULATIVE RECOVERY AGAINST THE COMPANY AND ITS CONTRACTORS, SUPPLIERS,

SUBCONTRACTORS, AND OTHER AGENTS SHALL NOT UNDER ANY CIRCUMSTANCES WHATSOEVER EXCEED THE LESSER OF THE AMOUNT OF THE PURCHASE ORDER, INCLUDING ANY AND ALL CHANGES THERETO, OR THE AMOUNT OF TWO HUNDRED FIFTY THOUSAND DOLLARS ($250,000).

12. Insurance

During the performance of the Work, the Company shall obtain and maintain the following insurance:

a. Workman's Compensation Insurance and Employer's Liability Insurance as required by law;

b. Comprehensive General Liability Insurance with a limit of $1,000,000 each occurrence/aggregate for bodily injuries and with a limit of $1,000,000 each accident/aggregate for property damage.

c. Automobile Liability Insurance with a combined limit of $1,000,000 bodily injury and property damage.

If Purchaser so requests, the Company shall furnish Purchaser with certificates evidencing the foregoing coverage.

13. Nuclear Insurance – Indemnity

With respect to nuclear projects, the Purchaser or the owner of the facility shall have complete and proper insurance protection against liability and property damage which may result from a nuclear incident, and shall agree to indemnify the Company, its suppliers, employees, contractors, and subcontractors of and from any and all claims, actions, causes of actions, or lawsuits resulting from a nuclear incident.

14. Returns

No equipment, product, parts, or supplies may be returned without first securing the prior written approval and terms for return from the Company. The return of all of the aforesaid items shall not be permitted without a properly executed returned goods authority form accepted by the Company. All of such items returned which do not provide instructions strictly in accordance with the Company's authority or without charges prepaid will not be accepted. The Company reserves the right to refuse any of such items for credit. All materials returned and accepted will be subject to a minimum twenty percent (20%) restocking charge.

15. Termination

After acceptance by the Company, a Purchase Order shall not be terminated, in whole or in part, by the Purchaser except by agreement in writing from the Company and any such agreement will be contingent upon payment of reasonable charges based upon expenses already incurred and commitments made by the Company plus a charge of ten (10%) percent of the contract price to compensate for indirect costs resulting from the termination.

16. Patents

Subject to those limitations set forth herein and more specifically paragraphs 10 and 11, the Company will, at its own expense, defend any suit which may be brought against the Purchaser based on a claim that any equipment, materials, or services furnished by the Company under contract constitutes an infringement of any United States letters patent (provided the Company is notified promptly of such suit and copies of all papers therein are delivered to the Company), and the Company agrees to pay all judgments and costs recovered in any such suit and to reimburse the Purchaser for costs or expenses incurred in the defense of any such claim or suit. In case said apparatus or any part is held to constitute infringement and the use of the equipment, materials, or services is enjoined, the Company shall, at its own expense, either procure for the Purchaser the right to continue using the apparatus or part or replace with non-infringing equipment, materials, or services or modify it so it becomes non-infringing, or remove the equipment, materials, or services and refund the purchase price and the transportation and installation cost thereof. The indemnity obligations of this Section shall not apply to (i) equipment or programming specified by the Purchaser, (ii) modification made to equipment by the Purchaser or at its request, or (iii) use of equipment in combination with other equipment not supplied or approved by the Company hereunder. The foregoing states the entire liability of the Company for patent infringement by the equipment, materials, or services or any part thereof.

17. Taxes

Prices quoted are exclusive of any present or future federal, state or local sales, use or excise taxes. In states where such sales, use or excise taxes apply, they will be added to the invoice as a separate item unless the Purchaser has furnished an acceptable tax exemption certification from such tax prior to shipment.

18. Scrap Materials

All scrap materials become the property of the Company.

19. Containers

An extra charge will be made for returnable containers and special shipping devices. A refund will be made only if the containers are returned in good condition to the factory or other point designated by the Company within ninety (90) days from the date of original shipment charges prepaid.

20. Site Exclusions

The Company shall not be liable or responsible in any way for any liability arising from any unanticipated, hidden or concealed site conditions of Purchaser's site or for injury to person(s) or property which is caused by such condition.

21. Confidential Information

All financial, statistical, operating and personnel materials and information, including, but not limited to, manuals, designs, drawings and specifications, and computer software programs and related documentation relative to or utilized in the Company's business or in the business of any affiliate or subsidiary of the Company is acknowledged by the Purchaser to be the valuable and confidential property of the Company. The Purchaser shall keep and maintain the confidentiality of such information and shall instruct its agents, employees, contractors, and subcontractors of the requirement that such information remain confidential. The Purchaser shall not disclose, photocopy, or otherwise duplicate any such materials without the prior written consent of the Company. Any unauthorized use of such materials or information by the Purchaser shall not affect the Company's ownership rights or the confidential status of such information.

22. Non-Solicitation

Purchaser agrees that it will not directly or indirectly engage, employ, solicit, or contact with a view toward the engagement or employment any person who is employed by or who acts as an independent contractor on behalf of the Company during the timeframe during services are rendered to Purchaser, and for a period of one (1) year after the completion of the project. In the event of any threatened breach of this non-solicitation provision, Company shall be entitled to injunctive relief by way of an Order to Show Cause, Temporary Restraining Order, Temporary Injunction, and Permanent Injunction without the necessity of posting bond.

23. Default/Breach

In addition to all other remedies available to Company, the Purchaser shall be liable and responsible to Company for any and all reasonable attorney's fees, costs, and expenses incurred with respect to enforcing the provisions of the terms and conditions of this Agreement including, but not limited to, all payment obligations required hereunder in the event of any default or breach of any terms and conditions contained herein by Purchaser.

24. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the state of Missouri.

25. Forum Selection Provision

[The Company and Purchaser and all persons claiming any rights or privileges hereunder agree that the Circuit Court of St. Louis County, Missouri or the United States District Court for the Eastern District of Missouri shall be the sole and exclusive forum for the commencement and prosecution of any lawsuit. The Company and Purchase agree to waive any and all objections they have to such forum and to jurisdiction, and agree that this provision is reasonable and affords access to the courts to all parties concerned hereunder. This section may be used by any party as a bar to any action filed in any other jurisdiction or in any other venue.]

26. Customer Responsibilities

Our delivery of the services provided herein at the fees set forth herein are dependent, among other things, upon your involvement in all aspects of the services rendered; your ability to provide accurate and complete information as required; your timely and effective completion of any responsibilities assigned to you; and timely decisions and approval by your management. You will be required to provide adequate work facilities either onsite or offsite, as may be reasonably acceptable to us.

27. Entire Agreement.

The terms and conditions herein, including all documents executed by the parties and pertaining hereto, constitute the entire agreement and understanding between the parties and supersedes any prior understandings, agreements, or representations by or among the parties, whether oral or written.

28. Amendment and Waivers

No changes, deletions, additions, or amendment to the Purchase Order and Terms and Conditions contained herein shall be valid unless in writing duly executed by each of the parties hereto.

29. Severability.

Any term or provisions of the Purchaser Order and the Terms and Conditions contained herein that is invalid or unenforceable in any situation shall not affect the validity or enforceability of the remaining Terms and Conditions contained herein, and said remaining provisions shall continue with full force and effect as if such unenforceable or invalid provision shall not have been inserted in the first instance.

Accepted by: _____

Title: _____

PO #: _____

Date: _____

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Rental Agreement No. 4503873392

EQUIPMENT RENTAL AGREEMENT

THIS AGREEMENT ("Agreement"), made this **1 day of May, 2025,** by and between **Asher Power LLC, 108 W Dallas St #18, Broken Arrow, Oklahoma, United States, 74012**, ("**Owner**"), and **2101-Kiewit Water Facilities South Co. PO BOX 452500, Omaha, NE, 68145-2500** ("**Contractor**").

Owner and Contractor agree to the terms and conditions set forth below:

Section 1. EQUIPMENT. Owner hereby agrees to furnish to Contractor the equipment set forth in Schedule "A", hereinafter "Equipment", including all attachments and miscellaneous working parts, at the rates set forth in Schedule "A".

Section 2. TERM. The term of this Agreement shall be as set forth in Schedule "A", or such longer period as Contractor may require. Either party may terminate this Agreement in whole or in part upon **5** days' notice to the other party.

Section 3. FORCE MAJEURE. If by reason of strikes, picketing, adverse weather conditions, Acts of God or any other reason beyond Contractor's control, Contractor shall be unable to use such Equipment, then the payment for such Equipment shall, until Contractor can again use such Equipment, be **0%** of the applicable base rate.

Section 4. PURCHASE OPTION. The terms of the purchase option, if exercised by Contractor, shall be the percentage set forth in Schedule "A" of all payments for the use of said Equipment. This amount shall apply toward the purchase price set forth in Schedule "A", which shall be considered the fair market value of the Equipment. Any other terms to apply are as follows: **NA**

Section 5. CONDITION. Whether provided "Bare" or "Fully Operated" Owner agrees to furnish Equipment in good serviceable condition, fit for the operation intended and described by Contractor. Upon notice from Contractor that Equipment was not delivered in such condition, Owner shall promptly repair or replace Equipment and Contractor's payments shall abate until Equipment has been repaired or replaced.

Section 6. CHANGES. Owner and Contractor may change, add to, or delete the terms and conditions of this Agreement by written amendment, which shall be executed by both parties.

Section 7. OPERATORS AND MAINTENANCE.

A. **FULLY OPERATED EQUIPMENT.** For Equipment furnished with Operators, the parties agree that Owner shall furnish, at no additional cost to Contractor, properly licensed, fully trained and qualified employee or other operators ("Operators") to operate Equipment when and as required by Contractor. Owner will pay any project specified Davis-Bacon or prevailing wages to Operators. Owner will provide certified payrolls weekly, if requested by Contractor, and will indemnify and hold Contractor harmless from any and all claims or liability for unpaid wages. Whether employees of Owner or leased or borrowed employees, Owner retains exclusive control over Operators and the details of their work, and is solely responsible for their hiring, training, work, and discipline. All work performed by Operators is considered to be a part of this agreement even when Operators are temporarily doing work not associated with the operation of the Equipment. Additionally, Owner shall keep the Equipment in good repair and condition at all times. In the event of a breakdown of Equipment, or if Equipment is lost, stolen, damaged or destroyed, Owner shall promptly repair or replace Equipment so that Contractor's and Owner's operations resume with minimal delay. Contractor shall permit Owner's repair personnel to work on the jobsite where safe and feasible. Owner agrees to comply with jobsite safety requirements when delivering Equipment or working at a Contractor jobsite.

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B. **BARE EQUIPMENT.** For Equipment furnished without Operators, the parties agree that Contractor shall keep the Equipment in good repair and condition during the term of this agreement and shall return Equipment in the same condition as delivered, reasonable wear and tear excepted. In the event of Equipment breakdown, or if Equipment is lost, stolen, damaged, or destroyed, Contractor shall promptly notify Owner and shall repair or replace Equipment at Contractor's expense. Contractor's maximum liability for repair or replacement is limited to the actual cash value of Equipment. If Contractor pays actual cash value Contractor may elect to keep Equipment as salvage. If it is determined that breakdown, damage or other problems with Equipment are caused by a defect in Equipment, by the failure of Owner to provide Equipment in good repair and condition, by the failure of Owner to provide Equipment fit for the operation intended and described by Contractor, by other error by Owner, or in violation of this agreement, then (a) Owner shall be liable for the cost of repair or replacement, and (b) Contractor's payments under this agreement shall abate from the time of notice to Owner until Equipment has been repaired or replaced. Additionally, Contractor shall provide properly licensed, fully trained and qualified employees or others to operate Equipment. Contractor retains exclusive control over its employees and the details of their work while operating Equipment, and is solely responsible for their hiring, training, work, and discipline.

Section 8. **INSURANCE**. For both Fully Operated and Bare Equipment, Owner shall at all times maintain with insurers acceptable to Contractor the following minimum insurance:

(a) Workers' Compensation coverage to statutory limits required where it conducts any operations and Employer's Liability coverage of not less than $1,000,000 each accident. Where applicable, Owner must provide U. S. Longshore and Harbor Workers' Compensation Act, Maritime Employer's Liability, and Jones Act coverage.

(b) Commercial General Liability ("CGL") of not less than $2,000,000 each occurrence and $2,000,000 general aggregate. CGL shall include coverage extensions for (1) contractual liability, and (2) independent contractors.

(c) Automobile Liability ("AL") of not less than $2,000,000 each accident endorsed to cover "any auto," or to cover all owned, non-owned and hired vehicles used in Owner's operations.

Owner shall provide Contractor with certificates of insurance establishing compliance with the above requirements prior to delivery of Equipment. Owner shall provide Contractor thirty (30) days advance written notice in the event of policy cancellation or changes to limits. Owner's CGL and AL insurance shall name Contractor and the project owner as additional insured and be primary and non-contributory to any other insurance maintained by Contractor and project owner. These insurance requirements shall support, but shall not limit, Owner's duties, obligations, and liabilities under any other provision of this Agreement.

In the event Owner is providing Fully Operated Equipment, Owner shall cause any Property/Contractor's Equipment Insurance policy covering the Equipment to waive any and all rights of subrogation against Contractor.

Section 9. **INDEMNITY**. TO THE FULLEST EXTENT PERMITTED BY LAW, OWNER SPECIFICALLY OBLIGATES ITSELF TO CONTRACTOR, CONTRACTOR'S SURETY, AND THE PROJECT OWNER TO DEFEND AND INDEMNIFY THEM AND SAVE THEM HARMLESS FROM:(I) ANY ACTUAL OR ALLEGED INFRINGEMENT OF ANY PATENT OR PATENTED RIGHT, COPYRIGHT OR TRADEMARK; (II) ANY AND ALL CLAIMS, SUITS OR LIABILITY FOR DAMAGE TO PROPERTY INCLUDING LOSS OF USE, INJURIES TO PERSONS INCLUDING DEATH, AND TO ANY OTHER CLAIMS, SUITS OR LIABILITIES ARISING FROM THE EQUIPMENT OR OWNER'S OPERATIONS TO THE EXTENT OF OWNER'S ACTS OR OMISSIONS (THESE ARE ALL "OCCURRENCES"). OWNER'S OBLIGATION EXTENDS TO ANY OCCURRENCE, WHETHER OR NOT CAUSED IN PART BY THE

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ACTIVE OR PASSIVE NEGLIGENCE OR OTHER FAULT OF A PARTY TO BE INDEMNIFIED, OTHER THAN THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE PARTY TO BE INDEMNIFIED. OWNER'S OBLIGATION EXTENDS TO ALL CLAIMS AGAINST CONTRACTOR OR A THIRD PARTY BY AN EMPLOYEE OR FORMER EMPLOYEE OF OWNER, AND OWNER EXPRESSLY WAIVES ALL IMMUNITY AND LIMITATION OF LIABILITY UNDER ANY INDUSTRIAL INSURANCE ACT, WORKERS COMPENSATION ACT, DISABILITY ACT, OR OTHER EMPLOYEE BENEFIT ACT OF ANY JURISDICTION WHICH WOULD OTHERWISE BE APPLICABLE IN THE CASE OF SUCH A CLAIM.

Section 10. LIMITATION OF LIABILITY. EXCEPT FOR DAMAGES ARISING DUE TO BREACHES OF CONFIDENTIALITY AND OWNER'S INDEMNITY OBLIGATIONS, IN NO EVENT SHALL EITHER PARTY BE RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES CAUSED BY, RESULTING FROM OR IN ANY WAY CONNECTED WITH PERFORMANCE OF THIS AGREEMENT.

Section 11. COMPLIANCE WITH LAWS. Owner warrants that the Equipment meets the requirements of all applicable federal, state, and local safety and health acts, laws, rules and regulations, including all antitrust laws and the Foreign Corrupt Practices Act. Additionally, Owner shall abide by all applicable laws, regulations, and executive orders, including without limitation those that relate to equal opportunity and anti-discrimination. Owner agrees to deliver any reports, certifications of compliance, or other documentation substantiating compliance with such applicable laws, ordinances, regulations, and executive orders, including those required by Contractor and/or Project Owner. Owner shall require that anyone providing any part of the Work include all the requirements of this Section 11 in any contract they enter into for any part of the Work.

Owner shall abide by the requirements of 41 CFR 60-300.5(a). **This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.** Owner also shall abide by the requirements of 41 CFR 60-741.5(a). **This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.** Further, 29 CFR Part 471, Appendix A to Subpart A, is incorporated by reference and binding on Owner.
Owner shall obtain, at its own expense, all permits, licenses, tests and inspections necessary for Owner's performance of its obligations under this Agreement Owner warrants all Equipment shall not be subject to any unresolved required recalls or service bulletins issued by the original equipment manufacturer. Owner will immediately notify Contractor if any Equipment is subject to a new required recall or service bulletin.

Section 12. TAXES AND FEES. Except as otherwise provided herein, the rates provided in Schedule "A" include, and the Owner shall pay all corporate income taxes, personal property taxes, assessments, ad valorem taxes, stamp and documentary taxes and all other governmental taxes, charges, fees, fines or penalties whatsoever, imposed by any governmental or taxing authority on Owner. Notwithstanding the preceding, if Owner is registered by taxing authorities to collect sales taxes based on charges billed to Contractor, Owner shall issue invoices to Contractor that separately itemize charges for applicable sales taxes and Contractor shall pay Owner for any such properly-invoiced charges for sales taxes in addition to other amounts to be paid by Contractor to Owner under the terms of this Equipment Agreement. If Owner is not registered by taxing authorities to collect sales taxes based on charges billed to Contractor, Contractor acknowledges it has responsibility for payment of any such use taxes imposed by governmental authorities directly to such taxing authority. If Contractor has paid use taxes on the amounts billed under this Equipment Agreement directly to any such taxing authority, Owner hereby waives its entitlement to be paid the applicable sales taxes imposed under this Equipment Agreement.

Section 13. NOTICE. Any notice to be given under this Agreement shall be mailed by (registered or certified mail) or sent via facsimile, to any party to be notified at the address set forth herein, and shall be deemed given when so mailed or faxed.

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Section 14. **DISPUTES**. Any controversy, dispute or claim arising out of or relating to this Agreement shall first be settled through good faith negotiation by senior managers of the parties. If the parties are unsuccessful at resolving the dispute through negotiation, the parties agree to mediation administer under the rules of the American Arbitration Association. During the dispute, Owner will continue to offer rental equipment and supplies without interruption. Contractor will continue to pay undisputed amounts when due. In the event either party institutes suit in court against the other party in connection with any dispute or matter arising under this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees, costs or other expenses in addition to any other relief granted by the court.

Section 15. **FULL AGREEMENT**. This Agreement constitutes the full and complete understanding between the parties. Any terms and conditions of Owner, including those on any invoice, delivery receipt, or other document included with Owner's bid, correspondence, or required by Owner to be signed at the time of delivery of the Equipment shall be null and void and of no effect, and such invoice, delivery receipt or other document shall have the sole effect of acknowledgment of the delivery of the Equipment. Any provision(s) of this Agreement found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Agreement.

Section 16. **INVOICES**.

All invoices must have the Agreement Number on them. Send invoices to:

2101-Kiewit Water Facilities South Co.

105729-City of Sherman CMAR - Carrying_Project

PO Box 452500

Omaha, NE 68145-2500

KBS.InvoicesAP@kiewit.com

Section 17. **Contractor's Vendor Code of Conduct.** Seller shall comply with Contractor's Vendor Code of Conduct which can be accessed at Kiewit.com/vendor-conduct.

Schedule "A"

Line Item	Description	Initial Serial #	Duration/Qty	Price Per Unit	Market Value
1	**G&W 6 way PNI Vault Style Switchgear**	**--**	**3.00 Months**	**9,000.00 USD**	**--**
2	**Expedited shipping**	**--**	**1.00 Each**	**1,500.00 USD**	**--**

Rental includes transport drawings, freight, equipment, and up to (insert number) # technicians. Sales tax, if applicable, shall be billed separately. Payment terms are Net due in 30 days from receipt of invoice.

Rate Schedule:

Daily $

Weekly $

Monthly $

Section 18. CONFIDENTIALITY. With respect to any information supplied in connection with this Agreement and designated by either of the parties as confidential, or which the other should reasonably believe is confidential based on its subject matter or the circumstances of its disclosure, the other agrees to protect the confidential information in a reasonable and appropriate manner, and use confidential information only to perform its obligations under this Agreement and for no other purpose. This will not apply to information which is:

(a) publicly known,

(b) already known to the recipient,

(c) lawfully disclosed by a third party,

(d) independently developed,

(e) disclosed pursuant to legal requirement or order.

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IN WITNESS WHEREOF, the parties shall have read all provisions set forth herein and have executed this Agreement on the date first above written.

Asher Power LLC		**2101-Kiewit Water Facilities South Co.**	
Signature:	Signed by: Nick Wallace 4773A17E98E246B...	**Signature:**	
Name:	Nick Wallace	**Name**:	
Title:	Director of Engineering	**Title**:	
Date:	5/1/2025	**Date**:	

Docusign Envelope ID: 74DF9454-AD9B-4281-B6B1-58BC62DE8168

PURCHASE ORDER

PO Number: 4503873392

4503873392

Bill To Address
2101-Kiewit Water Facilities South Co., PO Box 452500, Omaha, Nebraska, United States, 68145-2500 **Email ID / Fax Number** KBS.InvoicesAP@kiewit.com

Summary	Amount (USD)
Item Total	30,500.00
**Vendor shall collect sales tax when required under applicable law*	

Order Details

Order Number	4503873392	**Order Type**	New Order
Issue Date	5/1/2025	**Payment Terms**	Net due in 30 days
Order Contact	MACKENZIE.MELTON@KIEWIT.COM	**Order Contact Name**	Mackenzie Melton
IncoTerms		**Code**	
Supplier Name and Address	10137103 :: Asher Power LLC, 108 W Dallas St #18, Broken Arrow, Oklahoma, United States, 74012	**Requester Details**	Jeremie Bertin, JEREMIE.BERTIN@GANOTEC.COM
Ship To Address	302 Cliff Hestand Road, Sherman, Texas, United States, 75090	**Project/Cost Center:**	105729 : City of Sherman CMAR - Carrying_Project

Header Comments

Asher Power Quote

Material Items

Line No.	Item Number	Supplier Item Number	Item Description	Quantity	UOM	Unit Price (USD)	Total (USD)	Tax	Need By Date	Deliver To
2			Expedited shipping	1.00	Each	1,500.00	1,500.00	Y	4/29/2025	Jeremie Bertin

Service Items

Line No.	Item Number	Supplier Item Number	Service	Efforts	UOM	Unit Price(USD)	Total (USD)	Tax	Start Date	End Date
1			G&W 6 way PNI Vault Style Switchgear	3.00	Months	9,000.00	27,000.00	Y	4/29/2025	7/29/2025

Line No.	Item Number	Supplier Item Number	Service	Efforts	UOM	Unit Price(USD)	Total (USD)	Tax	Start Date	End Date
3			Misc. Tax/Fees	-	Each	2,000.00	2,000.00	Y	4/29/2025	7/29/2025

Legal Terms and Conditions

Purchaser may be a federal contractor, and Seller may be a federal subcontractor. If seller is a federal subcontractor, then unless exempted, the Equal Opportunity clauses as set forth in 41 CFR §60-1.4(a), 41 CFR §60-1.4(b), 41 CFR §60- 250.5(a) ,41 CFR §60-300.5(a), and 41 CFR §60-741.5(a), as well as the specifications set forth in 41 CFR §60-4.3(a) and the provisions of 41 CFR §61-250.10, 41 CFR §61-300.10, and 29 CFR Part 471 , Appendix A to Subpart A and, if applicable, requirements of Form FHWA-1273, are incorporated by reference and shall be binding on Seller.

Docusign Envelope ID: 74DF9454-AD9B-4281-B6B1-58BC62DE8168

Except for breaches of confidentiality and vendor's third party indemnity obligations, neither party (or its affiliates, employees, contractors or suppliers, when acting in such capacity with respect to this purchase order) will be liable to the other (or its affiliates, employees, contractors or suppliers, when acting in such capacity with respect to this purchase order) for any indirect, incidental, consequential, special or punitive damages, for loss of profits or revenue or loss of time, opportunity or value of data, whether in an action in contract, tort (including negligence), product liability, strict liability, statute, law, equity or otherwise.

Seller's quotation shall be referenced solely for purposes of price, quantity and delivery date. All other terms and conditions included in Seller's quotation or any other communication are hereby rejected. Purchaser's acceptance hereunder is expressly conditioned upon and limited to application of previously negotiated and mutually agreed terms. Seller will be deemed to have accepted the Purchase Order when it (i) sends Purchaser notice of acceptance in writing, (ii) starts to perform any services in accordance with the terms of the Purchase Order, and/or (iii) delivers any or all of the goods or materials covered by the Purchase Order, whichever occurs first. Purchaser may withdraw the Purchase Order at any time before it is accepted by Seller. No contract will exist except as herein provided.

Seller shall comply with Contractor's Vendor Code of Conduct

If no incoterm is listed above, all equipment, materials, components, documents and other deliverables furnished under this Agreement shall be delivered D.D.P. (Incoterms 2020) to the Project Site, or such other location as Contractor may direct in writing.

Cost Proposal No.
35
PCO 35

TO: Kiewit

ATTN: Jeremie Bertin

JOB NAME: Sherman WWTP Date: **August 14, 2025**

REFERENCE: See attached Work Order

Alterman Job # **635101** WCD 40 and WCD 43

We have reviewed the requirements of: **WCD-40-43**
as it pertains to the work of our Contract.

In Compliance with the terms of our Contract Agreement, we agree to perform the changed work for:

Alterman Cost Proposal No. 35

X	Additional Amount of	**$**	**16,061.06**
	Deductive Amount of	$	-
	No Change in Contract Amount		

This pricing is based on the following conditions:

X Quotation is valid for **15** days. Lack of direction concerning this work by that date will require re-evaluation of the work change.

2.00 Calendar days extension of Contract time is required once approved submittals are approved

X Exclusions or conditions that vary from our Contract Agreement are as follows:

X Complete pricing breakdown for our work is attached for your review.

Joe Lubischer
ALTERMAN REPRESENTATIVE

LONESTAR ELECTRIC SUPPLY

Quotation

EXPIRATION DATE	QUOTE NUMBER
08/12/2025	S102464400

LONESTAR ELECTRIC SUPPLY
1242 REGAL ROW
DALLAS, TX 75247
Phone 972-947-9700
Fax 800-947-6069

PAGE NO.
1 of 1

LONESTAR ELECTRIC SUPPLY
1242 REGAL ROW
DALLAS, TX 75247
Phone 972-947-9700
Fax 800-947-6069

QUOTE TO:

ALTERMAN INC
PO BOX 700490
SAN ANTONIO, TX 78270

SHIP TO:

ALTERMAN INC (DAL)
302 CLIFF HESTAND RD
SHERMAN, TX 75090-3580

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON
29214			JEFF MERCER

WRITER	SHIP VIA	TERMS	SHIP DATE	FREIGHT ALLOWED
JEFF MORTON	DIRECT	2% 25th Net 25th	08/13/2025	No

ORDER QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
	SHIPPING INSTRUCTIONS JOB SITE CONTACT NAME: Denis Turcios JOB SIE CONTACT PHONE: 469-933-6438		
3ea	6429-2T 150A, 23 in, Fuse type: QA, Stock	50.000/ea	150.00

Valid for 30 days from the date issued. Prices are subject to change without notice due to changes in quantities or fluctuations in material prices, tariffs, duties, or other unforeseen circumstances. Does not include applicable taxes, shipping, or installation fees unless specified and stock items are subject to prior sale. All sales and returns are subject to our standard terms and conditions, at lonestarelectricsupply.com/credit-terms/

Subtotal	150.00
S&H Charges	0.00
Amount Due	150.00

Printed By: JMORTON on 8/13/2025 9:25:16 AM CDT

ELECTRIC POWER SYSTEMS

TESTING & ENGINEERING SERVICES

ALTERMAN ELECTRIC INC

Sherman MV Terms

DAL-JR-Q24604-C3

8/13/25

Setting The

Standard of Excellence

In the Power Industry

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EPS
ELECTRIC POWER SYSTEMS

SETTING THE STANDARD *of* EXCELLENCE IN THE POWER INDUSTRY

INDUSTRY LEADING EXPERTS

Electric Power Systems is a NETA Certified, Independent Electrical Testing & Engineering Organization. We specialize in commissioning, start up, and maintenance testing for Utility, Industrial, Transit, Data Centers, and Commercial Facilities. At Electric Power Systems, we are commited to promoting a culture of safety within our organization and along side all of our clients. Our dedication to providing safe and reliable services has made us a trusted industry leader since 1977.

OUR PEOPLE

As a full member of the International Electrical Testing Association (NETA), all of our Technicians are required to be tested to demonstrate their knowledge in several categories including safety and independent electrical testing methods. In addition, EPS has an in house safety and training program to further the knowledge of all of our personnel and to ensure they continue to work safely and effectively even with the changing technology they are presented with.

COMMITTED TO INNOVATION

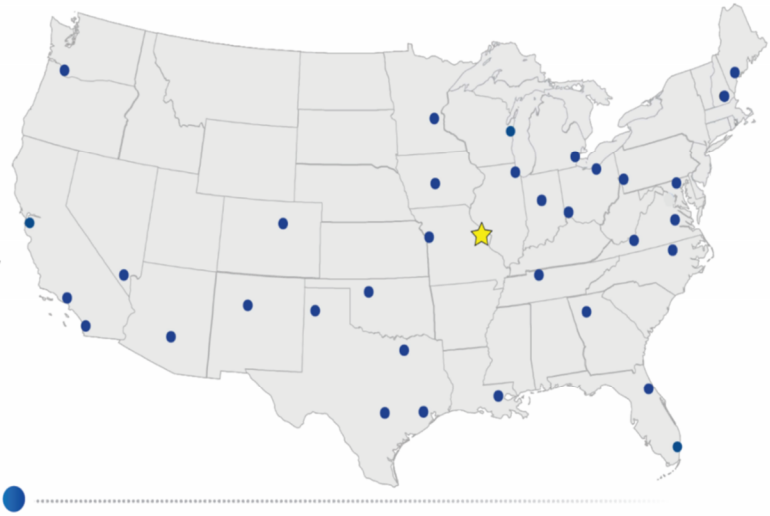
NETA

At Electric Power Systems, we continually push for excellence and advancement in technology. EPS partners with many equipment manufacturers to continue to pursue excellence in everything that we do. EPS also holds the distinction of being a member of **PEARL** which is a testament to the level of quality we provide to our customers.

PEARL
Professional Electrical Apparatus Reconditioning League

WE'VE GOT YOU COVERED

With offices conveniently located throughout North America, EPS is uniquely positioned to staff your project, regardless of location. As one of the largest independently owned electrical testing companies in the country, we are capable of staffing any testing or commissioning project, regardless of size or scope.



ELECTRIC POWER SYSTEMS TESTING & ENGINEERING SERVICES

Richardson, TX 75081 United States • www.epsii.com

Date: Aug 13, 2025

Joe Henry

ALTERMAN ELECTRIC INC
14703 JONES MALTSBERGER
SAN ANTONIO, TX 78247

Cell: 210-290-0289
Email: joe.henry@goalterman.com

Reference: EPS Quote #DAL-JR-Q24604-C3

Attn: Joe Henry

Thank you for your interest in Electric Power Systems International Inc. ("EPS"). We are pleased to offer our professional services on Sherman MV Terms. EPS will provide the necessary field service engineers, technicians, tools, and test equipment to complete the outlined proposal and definition of project scope of work.

EPS is setting the standard of excellence in the power industry by using our unsurpassed experience, safety record, state-of-the-art training programs and professional credentials. As a full member of the International Electrical Testing Association (NETA), a recognized leader and ANSI standards developer for the electrical testing industry, you are assured that all testing is performed objectively according to NETA / ANSI standards.

EPS offers complete solutions for electrical system reliability and safety including commissioning and startup services, acceptance and maintenance testing, transformer services, engineering studies, and electrical and safety training. By selecting EPS, you will quickly understand how we are your single source solution for all your electrical reliability needs. EPS has 30+ offices located in North America and experienced professionals when and where you need them, to meet your project schedule. For more information, visit our website at www.epsii.com

Thank you for giving Electric Power Systems International Inc. the opportunity to provide service for your electrical requirements and for your cooperation and continued support. Please feel free to contact me at 216.513.6944 to schedule this work or if you have any questions.

Respectfully Submitted,

Julio Ramos
Sales Manager

Richardson, TX 75081

216.513.6944 Office
j.ramos@voltyx.com
www.epsii.com

Richardson, TX 75081 United States • www.epsii.com

Project:

Electric Power Systems International Inc. (EPS) is pleased to offer professional services on Sherman MV Terms. This project is located at Sherman, Texas. All testing will be in accordance with Acceptance Testing Specifications as stated below.

This service proposal is designed using industry standards to provide economic and safety-related benefits. This program will also establish a base-line record or trending data to be utilized as an ongoing maintenance program to enhance the system reliability through future preventive maintenance.

Equipment to Be Tested Per the Following One-Line(s)/Drawings:

Re-Term vista gear, Includes EPS portion of MOP & ULCS support pulling fuse at pole.

*Optional
NETA Testing of Vista & SEL 751 Relays (3)

Project Schedule:

1. Project will be performed based on customer's mutual agreed upon schedule.

Pricing:

Total price for Inspection & Testing of electrical equipment listed above for this project is as follows:

Price For Sherman MV Terms on Permanent Vista Listed Above Only:…….$ 6,500.00 USD

***Optional**

Price For Sherman Vista NETA Testing (if Needed) Listed Above Only:…….$ 3,200.00 USD (Price is per vista)

Price For Sherman Total Price Listed Above Only:…….$ 9,700.00 USD

** Assuming work is performed during Normal Business Hours = ST**

**Pricing includes travel expenses, per diem, etc.*

Electric Power System Responsibilities:

1. Provide all necessary field service engineers, technicians, tools, and test equipment to complete the testing of the equipment as defined by the projects scope of work.
2. Provide all required documentation for the applicable field tests as defined by the projects scope of work.
3. Perform the following safety tasks:
    a) Perform a daily onsite Job Hazard Analysis (JHA) prior to commencing any site activities.
    b) Coordinate with the customer to perform Lock-Out/Tag-Out (LOTO) activities as required by the projects scope of work.
    c) Perform equipment inspections as required by the project scopes of work.
    d) Report any items that are believed to have a potential for an unsafe work condition.

4. Provide a full report to include the scope of work, test dates, test data, and any discrepancies discovered with recommendations.

Customer Responsibilities (but not limited to):

1. Supply personnel for assistance with loading and unloading test equipment if required by the projects scope of work.
2. Supply adequate power for test equipment as required by the projects scope of work.
3. Supply all lifting devices if required by project scope of work.
4. Coordinate, supply and ensure all scheduled equipment in a priority list defining sequential order by the project scope of work to be tested available upon arrival of EPS Personnel.
5. Allow and ensure free, clear, and uninterrupted access to all equipment being tested and in the projects scope of work.
6. Client to provide an on-site employee who is qualified and familiar with the electrical system, and any jobsite regulations.
7. Client to remove and reinstall all circuit breakers listed above in the scope of work for testing.
8. Client to remove and reinstall all panel coverings for IR scanning by EPS
9. Provide up to date documents as required, such as protective device settings, any necessary electrical drawings, or manufacturer's instruction manuals.
    a) If drawings and settings are not available, EPS Engineering Services can update one-line drawings and perform a coordination study for an additional fee (if applicable).
10. Arrange and pay for any utility outages that may be required to de-energize equipment to be tested.
11. Customer shall perform all switching required to de-energize the equipment to be tested.
    a) If EPS is required to perform switching, customer must submit a signed Switching Agreement relieving EPS of any and all liability associated with such switching activity.
12. Provide allotted time per project scope of work to allow EPS lead personnel to walk the project site and finalize project logistics and schedule (if required).
13. Cable terminations need to be made accessible and possibly de-terminated for specific tests.
14. If a request for quote (RFQ) does not include one-line drawings, schematics, three lines, a schedule of work, or specifications, pricing may be affected by additions to the scope not initially accounted for.
15. EPS will require all equipment to be installed, set on pads, and grounded before testing.
16. Client to provide a safe location for test equipment to be left on-site for the duration of the project.
17. Cover the costs of illness/disease testing and or PPE fitment if applicable.
18. Provide (72) hour notice for scheduling of testing so that there is compliance with the California Labor Laws (if applicable).

Terms of Payment

An invoice in the amount of the above firm price, plus billing for any additional work or standby time outside of EPS control will be issued upon completion. Or progress billing could apply for the defined scope of work based on the length of the project. Payments are due and payable Net 30 days from the date of each invoice.

The issuing of a purchase order to EPS along with credit approval, will be sufficient to form an agreement to the terms and conditions referenced in this proposal.

This proposal is based upon working Monday thru Friday, normal business hours (excluding holidays) which includes a 40-hour work week (unless otherwise stated above).

General Clarifications and Assumptions:

1. Price assumes work to be performed Monday thru Friday, normal business hours (excluding holidays).
2. EPS shall be notified, a minimum of ten working days prior to being required to mobilize.
3. This quote is only valid for 30 days from the date of the proposal.
4. If this is a Public Works or Federal/State/Local funded project and subject to Prevailing Wages this proposal can and will change based on the current Public Works wage determinations based on the location of the said project involved. Any failures and or/ omittance as to the knowledge of a public works project shall allow EPS to remedy any monetary/contractual/legal requirements of said project subject to Prevailing wage to take place and you the "CLIENT" agrees to pay the additional costs associated with the public works project. EPS follows all Federal/State/Local requirements on any level and will comply as such in doing it so it is the "CLIENTS" responsibility to fully disclose all the requirements of their obligations as well when entering into any Federal/State/Local funded projects.
5. This price does not include any time associated to safety meetings, training, commissioning meetings or gaining security access.
6. EPS Terms and Conditions of Sales and Services are here by incorporated into this proposal.
7. The price above is based on the assumption of accuracy of the electrical system data supplied to EPS (e.g. single-line diagram, equipment list or another source). Any unplanned time necessitated by inaccuracies of this information due to restricted site access, deficiencies discovered or safety guidelines (e.g. safety equipment, procedures) may result in a work stoppage, and be additionally billed on a time and material basis in accordance with our current published rates for applicable class of service.
8. Payment subject to any withholding or offset for disputed amounts, shall not delay payment of the original contract, which shall be paid Net 30 days from receipt of properly submitted and documented invoice.
9. EPS will require a purchase order, letter of commitment or written notice to proceed prior to the start of this project.
10. EPS reserves the right to bill for any project delays (especially if EPS is forced to remain on-site until testing is ready to be performed & updated settings/drawings provided) caused by pre-start delays and/or on-going project delays/deficiencies. This proposal is based on a set amount of mobilizations/demobilizations as stated per the items listed above and if additional site visits are required for any reason before or after the agreed upon project completion deadline; additional T&M charges will be incurred per EPS' rate sheet. The following will be billed in accordance with EPS' rate sheet:
    a) Retest or repair of any faulty equipment.
    b) Significant on-site project delays including but not limited to acquiring accurate relay settings or drawings, equipment deliveries, installation, weather delays, equipment problems or stand-by time.
    c) Testing scope of work deficiencies or troubleshooting.
    d) Optional work or expenses in addition to or outside of the scope of work, as indicated in this proposal.
11. Price assumes days for equipment testing with mobilization(s). Any additional mobilizations, or additional trips requested by the customer will incur additional mobilization charges.

12. Any additional materials furnished by EPS outside of the described scope of work will require prior approval by the customer before ordering and are subject to cost plus, taxes, and freight charges.
13. Any equipment rented, such as man-lifts, generators, load banks, etc., will be subject to an upcharge plus delivery or shipping.
14. This price is for testing each item listed in the scope of work once. Any retesting of defective equipment or replaced equipment will be considered out of scope work, and will require a change order.
15. No equipment will be energized prior to testing, EPS must be notified by the client prior to energizing any switchgear.
16. All tested equipment will have a calibration sticker applied with the calibration date document (if applicable).

ELECTRIC POWER SYSTEMS INTERNATIONAL, INC.
TERMS AND CONDITIONS OF SALES AND SERVICE

1. Terms and Conditions of Sale

a. ELECTRIC POWER SYSTEMS INTERNATIONAL, INC. (the "Company") pursuant to the other documents (the "Purchase Order") attached hereto and incorporated herein has agreed to provide the services set forth in the Purchase Order to ALTERMAN ELECTRIC INC (the "Purchaser").

b. The Terms and Conditions contained herein shall not be modified by oral, parol, or other extrinsic evidence, but may only be modified or supplemented by a written document duly executed and accepted by Company. The Terms and Conditions contained herein supersede any prior or contemporaneous agreements or correspondence between the parties. In the event of any conflict between the Terms and Conditions set forth herein and the Purchase Order, then in that event, the Purchase Order shall control.

2. Terms of Payment

a. Unless stated otherwise in Company's Purchase Order, the full invoice amount is due and payable within thirty (30) days of invoice date.

b. All invoices submitted by the Company to Purchaser shall be paid as set forth above. In the event invoices are not paid in accordance with such terms of payment, interest shall be charged on each invoice at one and one half (1-1/2%) percent per month on the unpaid balance (or at the maximum legal rate permitted), computed from the date payment is due (as set forth in 2.a. above) until the date paid.

c. In the event that the Company incurs legal expense(s) in enforcing its rights to receive timely payment of all invoices, Purchaser agrees to pay all reasonable attorney's fees, court costs, and other expenses incurred by the Company.

d. Any check or remittance received from or for the account of the Purchaser may be accepted and applied by Company against any indebtedness or obligation owing by Purchaser as shown by the books and records of Company without prejudice to or the discharge of the remainder of any such indebtedness or obligation regardless of any condition, statement, or notation appearing on, referring to or accompanying such check or remittance.

3. Payment

a. If, in the opinion of the Company, financial condition of the Purchaser at the time the parts or equipment is ready for shipment or services are ready for performance is such that the Company does not believe the Purchaser will make timely payment, the Purchaser may be requested before shipment or before performance of services, to arrange terms of payment reasonably satisfactory to the Company.

b. In the event of the insolvency, bankruptcy or default of the Purchaser, the Company shall be entitled to cancel any outstanding Purchase Order(s), to receive reimbursement for its reasonable and proper cancellation charges, and to retain possession of parts or equipment repaired or serviced under the Purchase Order until the charges are paid. If the charges are not paid within ninety (90) days of completion of the work and invoicing the Purchaser, Company, at its option, shall be entitled to sell the parts or equipment at a public or private sale upon the giving of written notice to the Purchaser at least five (5) days prior to such sale.

4. Quotations

a. Unless otherwise stated, Quotations are void unless accepted within ninety (90) days from the date thereof. During said period and prior to acceptance, all Quotations are subject to change upon notice. All Orders made thereon are not binding until and unless accepted in writing by the Company. Shipping dates are approximate and are based upon prompt in writing receipt of all necessary information and with approved drawings whenever required. Stenographic and clerical errors are subject to correction.

5. Price Policy

Prices are subject to change without notice. Applicable price adjustment clause(s) will be stated at the time of quotation and will be included as part of the quotation.

6. Delivery - Risk of Loss

All transportation costs shall be for the account of the Purchaser and shall be added to the invoice. The parts or equipment sent to the Company for repair shall be delivered by Purchaser F.O.B. the Company's Service Center. Repaired parts or equipment and other parts or equipment furnished by the Company shall be delivered to the Purchaser F.O.B. the Company's Service Center. Risk of loss of or damage to any parts or equipment furnished by the Company under the contract shall pass to the Purchaser F.O.B. the Company's Service Center. Title to any parts or equipment finished by the Company under the contract shall pass to Purchaser upon payment in full. Risk of loss or damage to the Purchaser's parts or equipment shall be with the Purchaser at all times.

7. Shipping Dates

Shipping and/or completion dates are approximate and are based on prompt receipt of all necessary information and approvals from the Purchaser. Unless the Purchaser stipulates on its Purchase Order that an earlier shipment is not permissible, the Company reserves the right to ship prior to the contract shipping date.

8. Force Majeure

a. The Company shall not be liable for failure to perform or for delay in performance due to fire, flood, strike labor issue(s), act of God, act of any governmental authority or of the Purchaser, embargo, fuel or energy shortage, car shortage, faulty castings or forgings, wrecks or delay in transportation, inability to obtain necessary labor, materials or manufacturing facilities from usual sources, unanticipated, hidden or concealed site conditions, or due to any cause beyond its reasonable control.

b. In the event of delay in performance due to any such cause, the date of delivery or time for completion will be extended by a period of time reasonably necessary to overcome the effect of such delay. The Company reserves the right to amend the purchase price as a result of increased costs from such delay.

9. Penalty Clauses

Under no circumstances shall the Company be liable or responsible for any penalty or liquidated damages of any kind, written or implied, nor shall Company be liable for any liabilities arising directly or indirectly out of such clauses, unless such penalty or liquidated damage provision has been accepted and approved by Company in writing by a duly authorized designated officer of the Company.

10. Warranty

a. The Company expressly warrants, subject to the terms, conditions, and limitations contained herein that: (a) any replacement or other parts furnished by it, or any work done by it on the Purchaser's equipment shall be free of defects in workmanship and materials, (b) any specialized tools, equipment and instruments for the use of which a charge is made to the Purchaser shall be adequate for the work to be performed, and (c) the services performed by it will be competent.

b. The Company shall, upon prompt written notice from the Purchaser, correct any failure to conform to any of the applicable foregoing warranties which is first manifested within a period of one (1) year after completion of the work, or shipment of the part. Such correction may, in the case of item (a) above, and at the election of the Company, be limited to the repair or replacement F.O.B. the Company's Service Center, of the defective part or parts furnished by it. In the case of any other breach of the foregoing warranty, the Company shall furnish its services or specialized tools, equipment and instruments, to the same extent as provided on the original work. It is understood and agreed that, unless otherwise agreed to in writing by the Company, the Company assumes no responsibility with respect to the suitability of the Purchaser's equipment or with respect to any latent defects in the same. In no event shall the Company be responsible for providing working access to the defect (which working access shall be the sole responsibility of the Purchaser), including the removal, disassembly, replacement or reinstallation of any equipment, materials or structures to the extent necessary to permit the Company to perform its warranty obligations, or transportation costs to and from the Company factory or repair facility, or for damage to equipment components or parts, resulting in whole or in part from improper maintenance or operation, or from their deteriorated condition. The condition of any tests shall be mutually agreed upon and the Company shall be notified of, and may be present at all tests that may be made.

c. The above warranty term does not apply to products which have a useful life, under normal use, inherently shorter than the one (1) year period indicated above in which instance the warranty shall extend only to that period of its useful life. The Company's sole responsibility with respect to products manufactured by the supplier is to extend to Purchaser the same warranty it receives from the supplier.

d. The Company warrants that any engineering studies performed by it will conform to good professional standards then existing at the time of performance. Any portion of the study which does not so conform shall be corrected by the Company upon notification in writing by the Purchaser within six (6) months after completion of the study.

e. All warranty work shall be performed on a single shift straight time basis, Monday through Friday. In the event that the product requires correction of warranty items on an overtime schedule, the premium portion of such overtime shall be for the Purchaser's account.

f. These warranties shall not apply to any work which (i) has been improperly repaired or altered (other than by Company); (ii) has been subjected to misuse, negligence or accident; (iii) has been installed, commissioned and used in a manner contrary to Company's instructions; (iv) is comprised of materials provided or design stipulated by Purchaser; (v) is used equipment; (vi) has been damaged by or subjected to abrasion, corrosion, or chemicals and gasses due to the physical environment or other conditions exceeding those specified, including without limitation temperature or dirt.

g. EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IN CONNECTION WITH THIS PURCHASE ORDER AND THE TRANSACTIONS CONTEMPLATED HEREBY. THE FOREGOING EXPRESS WARRANTIES ARE THE SOLE AND EXCLUSIVE WARRANTIES, AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ALL WARRANTIES AND MERCHANTABILITY OF FITNESS FOR A PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM ANY COURSE OF DEALING OR USAGE OR TRADE ARE EXPRESSLY DISCLAIMED HEREIN, WITH THE EXCEPTION SOLELY OF THE WARRANTY OF TITLE AND WARRANTY AGAINST PATENT INFRINGEMENT.

11. Limitation of Liability

a. THE COMPANY AND ITS CONTRACTORS. SUBCONTRACTORS, SUPPLIERS, AND OTHER AGENTS SHALL, UNDER NO CIRCUMSTANCES OR EVENT, BELIABLE TO PURCHASER IN EITHER CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR FOR LOSS OF PROFITS OR REVENUE, OR LOSS OF USE OF EQUIPMENT OR POWER SYSTEM ARISING DIRECTLY OR INDIRECTLY OUT OF THE WORK OR SERVICES PERFORMED BY THE COMPANY OR THE PARTS AND EQUIPMENT UTILIZED OR PROVIDED HEREIN. THE LIMITATION OF LIABILITY SET FORTH HEREIN SHALL ALSO APPLY TO ALL CLAIMS OF CUSTOMERS OF PURCHASER AND ANY DAMAGES SUSTAINED BY SUCH CUSTOMERS.

b. THE LIMITATION OF LIABILITY CONTAINED IN SUBPARAGRAPH a. ABOVE, BY WAY OF ILLUSTRATION, AND NOT BY WAY OF LIMITATION SHALL PERTAIN TO ANY AND ALL LIABILITY ARISING DIRECTLY OR INDIRECTLY OUT OF THE PERFORMANCE OR BREACH THEREOF OF ANY PURCHASE ORDER BY THE COMPANY, AND FROM ANY LIABILITY ASSOCIATED WITH THE MANUFACTURE, SALE, DELIVERY, INSTALLATION, SUPERVISION, DIRECTION, MAINTENANCE, REPAIR, OR USE OF ANY EQUIPMENT COVERED OR FURNISHED UNDER THE PURCHASE ORDER WHETHER SUCH DAMAGES ARISE IN contract, warranty, in tort (including negligence or otherwise).

c. THE TOTAL AMOUNT OF ANY AND ALL CUMULATIVE RECOVERY AGAINST THE COMPANY AND ITS CONTRACTORS, SUPPLIERS,

SUBCONTRACTORS, AND OTHER AGENTS SHALL NOT UNDER ANY CIRCUMSTANCES WHATSOEVER EXCEED THE LESSER OF THE AMOUNT OF THE PURCHASE ORDER, INCLUDING ANY AND ALL CHANGES THERETO, OR THE AMOUNT OF TWO HUNDRED FIFTY THOUSAND DOLLARS ($250,000).

12. Insurance

During the performance of the Work, the Company shall obtain and maintain the following insurance:

a. Workman's Compensation Insurance and Employer's Liability Insurance as required by law;

b. Comprehensive General Liability Insurance with a limit of $1,000,000 each occurrence/aggregate for bodily injuries and with a limit of $1,000,000 each accident/aggregate for property damage.

c. Automobile Liability Insurance with a combined limit of $1,000,000 bodily injury and property damage.

If Purchaser so requests, the Company shall furnish Purchaser with certificates evidencing the foregoing coverage.

13. Nuclear Insurance – Indemnity

With respect to nuclear projects, the Purchaser or the owner of the facility shall have complete and proper insurance protection against liability and property damage which may result from a nuclear incident, and shall agree to indemnify the Company, its suppliers, employees, contractors, and subcontractors of and from any and all claims, actions, causes of actions, or lawsuits resulting from a nuclear incident.

14. Returns

No equipment, product, parts, or supplies may be returned without first securing the prior written approval and terms for return from the Company. The return of all of the aforesaid items shall not be permitted without a properly executed returned goods authority form accepted by the Company. All of such items returned which do not provide instructions strictly in accordance with the Company's authority or without charges prepaid will not be accepted. The Company reserves the right to refuse any of such items for credit. All materials returned and accepted will be subject to a minimum twenty percent (20%) restocking charge.

15. Termination

After acceptance by the Company, a Purchase Order shall not be terminated, in whole or in part, by the Purchaser except by agreement in writing from the Company and any such agreement will be contingent upon payment of reasonable charges based upon expenses already incurred and commitments made by the Company plus a charge of ten (10%) percent of the contract price to compensate for indirect costs resulting from the termination.

16. Patents

Subject to those limitations set forth herein and more specifically paragraphs 10 and 11, the Company will, at its own expense, defend any suit which may be brought against the Purchaser based on a claim that any equipment, materials, or services furnished by the Company under contract constitutes an infringement of any United States letters patent (provided the Company is notified promptly of such suit and copies of all papers therein are delivered to the Company), and the Company agrees to pay all judgments and costs recovered in any such suit and to reimburse the Purchaser for costs or expenses incurred in the defense of any such claim or suit. In case said apparatus or any part is held to constitute infringement and the use of the equipment, materials, or services is enjoined, the Company shall, at its own expense, either procure for the Purchaser the right to continue using the apparatus or part or replace with non-infringing equipment, materials, or services or modify it so it becomes non-infringing, or remove the equipment, materials, or services and refund the purchase price and the transportation and installation cost thereof. The indemnity obligations of this Section shall not apply to (i) equipment or programming specified by the Purchaser, (ii) modification made to equipment by the Purchaser or at its request, or (iii) use of equipment in combination with other equipment not supplied or approved by the Company hereunder. The foregoing states the entire liability of the Company for patent infringement by the equipment, materials, or services or any part thereof.

17. Taxes

Prices quoted are exclusive of any present or future federal, state or local sales, use or excise taxes. In states where such sales, use or excise taxes apply, they will be added to the invoice as a separate item unless the Purchaser has furnished an acceptable tax exemption certification from such tax prior to shipment.

18. Scrap Materials

All scrap materials become the property of the Company.

19. Containers

An extra charge will be made for returnable containers and special shipping devices. A refund will be made only if the containers are returned in good condition to the factory or other point designated by the Company within ninety (90) days from the date of original shipment charges prepaid.

20. Site Exclusions

The Company shall not be liable or responsible in any way for any liability arising from any unanticipated, hidden or concealed site conditions of Purchaser's site or for injury to person(s) or property which is caused by such condition.

21. Confidential Information

All financial, statistical, operating and personnel materials and information, including, but not limited to, manuals, designs, drawings and specifications, and computer software programs and related documentation relative to or utilized in the Company's business or in the business of any affiliate or subsidiary of the Company is acknowledged by the Purchaser to be the valuable and confidential property of the Company. The Purchaser shall keep and maintain the confidentiality of such information and shall instruct its agents, employees, contractors, and subcontractors of the requirement that such information remain confidential. The Purchaser shall not disclose, photocopy, or otherwise duplicate any such materials without the prior written consent of the Company. Any unauthorized use of such materials or information by the Purchaser shall not affect the Company's ownership rights or the confidential status of such information.

22. Non-Solicitation

Purchaser agrees that it will not directly or indirectly engage, employ, solicit, or contact with a view toward the engagement or employment any person who is employed by or who acts as an independent contractor on behalf of the Company during the timeframe during services are rendered to Purchaser, and for a period of one (1) year after the completion of the project. In the event of any threatened breach of this non-solicitation provision, Company shall be entitled to injunctive relief by way of an Order to Show Cause, Temporary Restraining Order, Temporary Injunction, and Permanent Injunction without the necessity of posting bond.

23. Default/Breach

In addition to all other remedies available to Company, the Purchaser shall be liable and responsible to Company for any and all reasonable attorney's fees, costs, and expenses incurred with respect to enforcing the provisions of the terms and conditions of this Agreement including, but not limited to, all payment obligations required hereunder in the event of any default or breach of any terms and conditions contained herein by Purchaser.

24. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the state of Missouri.

25. Forum Selection Provision

[The Company and Purchaser and all persons claiming any rights or privileges hereunder agree that the Circuit Court of St. Louis County, Missouri or the United States District Court for the Eastern District of Missouri shall be the sole and exclusive forum for the commencement and prosecution of any lawsuit. The Company and Purchase agree to waive any and all objections they have to such forum and to jurisdiction, and agree that this provision is reasonable and affords access to the courts to all parties concerned hereunder. This section may be used by any party as a bar to any action filed in any other jurisdiction or in any other venue.]

26. Customer Responsibilities

Our delivery of the services provided herein at the fees set forth herein are dependent, among other things, upon your involvement in all aspects of the services rendered; your ability to provide accurate and complete information as required; your timely and effective completion of any responsibilities assigned to you; and timely decisions and approval by your management. You will be required to provide adequate work facilities either onsite or offsite, as may be reasonably acceptable to us.

27. Entire Agreement.

The terms and conditions herein, including all documents executed by the parties and pertaining hereto, constitute the entire agreement and understanding between the parties and supersedes any prior understandings, agreements, or representations by or among the parties, whether oral or written.

28. Amendment and Waivers

No changes, deletions, additions, or amendment to the Purchase Order and Terms and Conditions contained herein shall be valid unless in writing duly executed by each of the parties hereto.

29. Severability.

Any term or provisions of the Purchaser Order and the Terms and Conditions contained herein that is invalid or unenforceable in any situation shall not affect the validity or enforceability of the remaining Terms and Conditions contained herein, and said remaining provisions shall continue with full force and effect as if such unenforceable or invalid provision shall not have been inserted in the first instance.

Accepted by: _____

Title: _____

PO #: _____

Date: _____

DALLAS TX (5687)
9400 N Royal Ln
Irving, TX 75063

Quote
WES-081425-359 TYPE C1

Job Name: SHERMAN SOUTH - WWTP ADDS

Quote Date: Aug 14, 2025
Expires: Sep 13, 2025

To: Alterman

From: Adriana Kamat
Ph:
Email: Adriana.Kamat@wescodist.com

QTY	TYPE	MFR	PART NUMBER	EXT. PRICE
2	C1	HOLOPHANE	EMS L48 4000LM IMAFD MD MVOLT GZ10 40K 80CRI DPMB Notes: APPROX 3-4WK LEAD TIME	
1		FREIGHT	FREIGHT	

*****NOTES*****

FREIGHT INCLUDED

GRAND TOTAL **$696.00**

Pricing & Estimated Ship Dates (ESD) and Lead Times provided for all manufacturers are subject to change without notice.

Prices do not include sales tax

BY ACCEPTING THIS QUOTE, YOU AGREE THAT THE WESCO TERMS AND CONDITIONS OF SALE PUBLISHED AT WWW.WESCO.COM/TERMSOFSALE ARE EXPRESSLY INCORPORATED INTO AND SHALL GOVERN THIS TRANSACTION.

WESCO MAY ASSESS STORAGE AND TRANSPORTATION FEES IF YOU DO NOT TAKE OR ACCEPT DELIVERY WITHIN 45 DAYS OF PRODUCT AVAILABILITY. WESCO MAY ALSO UPDATE THIS QUOTE OR PRICING ABOVE DUE TO CHANGES IN DUTIES, FREIGHT, TARIFFS, SUPPLIER PRICING, SURCHARGES, COMMODITY AND METAL ADJUSTMENTS, OR EXCHANGE RATE FLUCTUATIONS.

PRICING IS VALID FOR 24 HOURS. PRICES MAY BE SUBJECT TO METAL ADJUSTMENTS BASED ON PO ISSUANCE AND RELEASE(S).

Adriana Kamat
Wesco Distribution, Inc.

CHANGE ORDER WORKSHEET
Alterman, Inc.

35

PCO 35

DATE : 8/14/2025
JOB #: 635101
PREPARED BY: Joe Lubischer

DESCRIPTION OF WORK PERFORMED:

WCD 40-43

Labor

Position	Unit	Quantity	Labor Cost Unit	Labor Cost Total	Position Total
Project Manager	HR	1.0	$85.00	$85.00	$85.00
Project Engineer	HR	0.0	$55.00	$0.00	$0.00
Journeymen Electrician	HR	8.0	$37.96	$303.68	$303.68
Apprentice	HR	8.0	$26.56	$212.48	$212.48
Laborer	HR		$35.00	$0.00	$0.00
Total Amount of Hours Labor Only		17.0	**Total Labor Cost**		$601.16

Equipment

Item	Unit	Quantity	Equipment Unit	Equipment Total	Item Total
Pickup Truck	HR	0.0	$12.00	$0.00	$0.00
		0.0	$0.00	$0.00	$0.00
Office Trailer	MN	0.0	$500.00	$0.00	$1.00
Sanitary	MN	0.0	$250.00	$0.00	$0.00
Small Rocksaw	HR	0.0	$117.00	$0.00	$0.00
Volvo L110 Front End Loader	HR	0.0	$134.40	$0.00	$0.00
Mini-Excavator	DAY	0.0	$400.00	$0.00	$0.00
Loader-Skid	DAY	0.0	$400.00	$0.00	$0.00
Trench Compactor	DAY	0.0	$326.00	$0.00	$0.00
Sissor Lifts	DAY	0.0	$185.00	$0.00	$0.00
Boom Lift	DAY	0.0	$396.00	$0.00	$0.00
Sky Trak Ext Forklift	HR	0.0	$62.45	$0.00	$0.00
	LS	0.0		$0.00	$0.00
Compressor 185 cfm	HR	0.0	$52.00	$0.00	$0.00
Wacker/Small Compressor/Plug/Generator/Air Mover	HR	0.0	$26.00	$0.00	$0.00
		0.0	**Total Equipment Cost**		$1.00

Materials

Item	Unit	Quantity	Material Unit	Material Total	Item Total
See attached BOM	EA	3	$50.00	$150.00	$150.00
Light Fixtures	EA	2	$0.00	$696.00	$696.00
			Total Material Cost		$846.00

Subcontractors

Company	Description of Work to be Performed (Supporting Information Attached)	Item Total
RLC	PLC connections	$2,000.00
EPS	PMS Terms	$9,700.00
	Total Subcontractor Cost	$11,700.00
	TOTAL	$13,148.16

ALTERMAN COST PROPOSAL PRICING SHEET

DESCRIPTION OF COST PROPOSAL
PCO 35
35

Prepared by: Joe Lubischer
Date: 8/14/2025

Jeremie

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
Item No.	Description	Units 1-May-25	UM	Labor Unit Cost	Labor Total Cost (C x E)	Material Unit Cost	Material Total Cost (C x G)	Equipment Unit Cost	Equipment Total Cost (C x I)	Subcontract Unit Cost	Subcontract Total Cost (C x K)	Supplemental Work Sheet	Supplemental Total Cost (C x M)	Subtotal
1.00	**LABOR**	1	LS	$ 601.16	$ 601.16							$ -	$ -	$ 601.16
1.10	**DJE PROJECT EXPENDABLES** 3.5% of Labor	1	LS	*Expendable Tools, Consumables, PPE/ Safety Supplies, Masks, Gloves, Hard Hats, Vests* $ 21.04								$ -	$ -	$ 21.04
2.00	**MATERIALS**	1	LS			$ 846.00	$ 846.00					$ -	$ -	$ 846.00
2.10	**MATERIAL WASTE** 3.5% Material	1	LS				$ 29.61					$ -	$ -	$ 29.61
3.00	**EQUIPMENT**	0	LS					$ 1.00	$ -			$ -	$ -	$ -
4.00	**SUBCONTRACTORS**	1	LS							$ 11,700.00	$ 11,700.00	$ -	$ -	$ 11,700.00
6.00	**BURDEN** 43.7% of Labor	1	LS	$ 262.71	$ 262.71							$ -	$ -	$ 262.71
COLUMN SUBTOTALS					$ 884.91		$ 875.61		$ -		$ 11,700.00		$ -	$ 13,460.52
Fee for work by Subcontractor		0.0%									$ -			$ 199.24
Profit		5.0%												$ 673.03
Overhead		10.0%												$ 1,413.35

SUBTOTAL CHANGE ORDER AMOUNT	**$ 15,746.14**
Bond and Insurance 2.0%	**$ 314.92**
GRAND TOTAL CHANGE ORDER AMOUNT	**$ 16,061.06**

Commercial Bid Form Exception Tab			
Number	Section	Exception Notes	Revised Pricing Information
1		CMAR has assumed a 5 month rental period for the temporay pad mounted switchgear. Additional rental time beyond the five months will be captured in a separate PCO.	
2		Shed supply and installation for the temporary switchgear is excluded from this PCO.	
3		Transformer electrical testing is excluded from this PCO.	
4			
5			
6			
7			
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10			

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Cost Breakdown Structure (CBS) Register

KIEWIT CORPORATION
20053365-136123-01P - Sherman PCO Backup--Sherman WWTP Construction

CBS Position Code	Description	Quantity	Unit of Measure (Uom)	Manhours (MH)	Man Count	Equipment Count	Production (UOM/Mh)	Production UOM/Crew Hr	Unit Cost	Total Cost	Labor Cost	Construction Equipment Cost	Materials Cost	Supplies Cost	Subcontract Cost
4.1.8	PCO #0095 - Temporary Pad Mounted Switch Additional Monthly Rent	1.00	Each	0.00	0.00	0.00	0.00	0.00	$21,767.66	$21,767.66	$0.00	$0.00	$0.00	$0.00	$18,050.00
4.1.8.1	A - Direct Cost (Labor)	1.00	Each	0.00	0.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
4.1.8.2	B - Direct Cost (Supervision)	1.00	Each	0.00	0.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
4.1.8.3	C - Direct Cost (PM, Supplies, Equipment, Subs)	1.00	Each	0.00	0.00	0.00	0.00	0.00	$18,050.00	$18,050.00	$0.00	$0.00	$0.00	$0.00	$18,050.00
4.1.8.3.1	PMS Rental - Asher Power	2.00	Mo	0.00	0.00	0.00	0.00	0.00	$9,025.00	$18,050.00	$0.00	$0.00	$0.00	$0.00	$18,050.00
4.1.8.4	D- Indirect Cost	1.00	Each	0.00	0.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
4.1.8.5	E - Est. B&I/COMM (1.50%)	1.00	Each	0.00	0.00	0.00	0.00	0.00	$270.75	$270.75	$0.00	$0.00	$0.00	$0.00	$0.00
4.1.8.6	F - G&A (9.622%)	1.00	Each	0.00	0.00	0.00	0.00	0.00	$1,762.82	$1,762.82	$0.00	$0.00	$0.00	$0.00	$0.00
4.1.8.7	G - Fee (8.50%)	1.00	Each	0.00	0.00	0.00	0.00	0.00	$1,684.09	$1,684.09	$0.00	$0.00	$0.00	$0.00	$0.00

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PCO-0095 Temporary PMS Additional Monthly Rent				
A	**DIRECTS - Labor**			
		LABOR	$	-
B	**DIRECTS - Supervision**			
		Supervision	$	-
C	**DIRECTS - Equip, PM, Supply, Subs**			
		Total	$	18,050.00
D	**Indirect Cost**			
		Itemized	$	-
E	**Est. Bonds/Insurance**			
	(on A, B, C, D)	1.50%	$	270.75
F	**G&A**			
	(on B, C, D, E)	9.622%	$	1,762.82
G	**Fee**			
	(on C, F)	8.50%	$	1,684.09
		TOTAL	**$**	**21,767.66**

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All Resource Register

KIEWIT CORPORATION
20053365-136123-01P - Sherman PCO Backup--Sherman WWTP Construction

Resource Type	Resource Code	Description	Unit Cost (Scale 1)	Unit Cost (Scale 2)	Unit Cost (Scale 3)	Utilization Count	Unit of Measure
Unique Rate	7.ELEC.TEMP PMS RENT	Temporary Pad Mounted Switch Rental - Asher Power	$9,000.00	$0.00	$0.00	1.00	Mo
Unique Rate	7.ELEC.TEMP PMS PRORATE	Temporary Pad Mounted Switch Rental - Asher Power Pro-Rated Month	$6,500.00	$0.00	$0.00	1.00	Mo
Unique Rate	7.ELEC.TEMP PMS PICKUP	Temporary Pad Mounted Switch Rental - Asher Power Pickup Charge	$2,550.00	$0.00	$0.00	1.00	PLS

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Rental Agreement No. 4503873392

EQUIPMENT RENTAL AGREEMENT

THIS AGREEMENT ("Agreement"), made this **1 day of May, 2025,** by and between **Asher Power LLC, 108 W Dallas St #18, Broken Arrow, Oklahoma, United States, 74012**, ("**Owner**"), and **2101-Kiewit Water Facilities South Co. PO BOX 452500, Omaha, NE, 68145-2500** ("**Contractor**").

Owner and Contractor agree to the terms and conditions set forth below:

Section 1. **EQUIPMENT.** Owner hereby agrees to furnish to Contractor the equipment set forth in Schedule "A", hereinafter "Equipment", including all attachments and miscellaneous working parts, at the rates set forth in Schedule "A".

Section 2. **TERM.** The term of this Agreement shall be as set forth in Schedule "A", or such longer period as Contractor may require. Either party may terminate this Agreement in whole or in part upon **5** days' notice to the other party.

Section 3. **FORCE MAJEURE.** If by reason of strikes, picketing, adverse weather conditions, Acts of God or any other reason beyond Contractor's control, Contractor shall be unable to use such Equipment, then the payment for such Equipment shall, until Contractor can again use such Equipment, be **0%** of the applicable base rate.

Section 4. **PURCHASE OPTION.** The terms of the purchase option, if exercised by Contractor, shall be the percentage set forth in Schedule "A" of all payments for the use of said Equipment. This amount shall apply toward the purchase price set forth in Schedule "A", which shall be considered the fair market value of the Equipment. Any other terms to apply are as follows: **NA**

Section 5. **CONDITION**. Whether provided "Bare" or "Fully Operated" Owner agrees to furnish Equipment in good serviceable condition, fit for the operation intended and described by Contractor. Upon notice from Contractor that Equipment was not delivered in such condition, Owner shall promptly repair or replace Equipment and Contractor's payments shall abate until Equipment has been repaired or replaced.

Section 6. **CHANGES.** Owner and Contractor may change, add to, or delete the terms and conditions of this Agreement by written amendment, which shall be executed by both parties.

Section 7. **OPERATORS AND MAINTENANCE.**

A. **FULLY OPERATED EQUIPMENT.** For Equipment furnished with Operators, the parties agree that Owner shall furnish, at no additional cost to Contractor, properly licensed, fully trained and qualified employee or other operators ("Operators") to operate Equipment when and as required by Contractor. Owner will pay any project specified Davis-Bacon or prevailing wages to Operators. Owner will provide certified payrolls weekly, if requested by Contractor, and will indemnify and hold Contractor harmless from any and all claims or liability for unpaid wages. Whether employees of Owner or leased or borrowed employees, Owner retains exclusive control over Operators and the details of their work, and is solely responsible for their hiring, training, work, and discipline. All work performed by Operators is considered to be a part of this agreement even when Operators are temporarily doing work not associated with the operation of the Equipment. Additionally, Owner shall keep the Equipment in good repair and condition at all times. In the event of a breakdown of Equipment, or if Equipment is lost, stolen, damaged or destroyed, Owner shall promptly repair or replace Equipment so that Contractor's and Owner's operations resume with minimal delay. Contractor shall permit Owner's repair personnel to work on the jobsite where safe and feasible. Owner agrees to comply with jobsite safety requirements when delivering Equipment or working at a Contractor jobsite.

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B. **BARE EQUIPMENT.** For Equipment furnished without Operators, the parties agree that Contractor shall keep the Equipment in good repair and condition during the term of this agreement and shall return Equipment in the same condition as delivered, reasonable wear and tear excepted. In the event of Equipment breakdown, or if Equipment is lost, stolen, damaged, or destroyed, Contractor shall promptly notify Owner and shall repair or replace Equipment at Contractor's expense. Contractor's maximum liability for repair or replacement is limited to the actual cash value of Equipment. If Contractor pays actual cash value Contractor may elect to keep Equipment as salvage. If it is determined that breakdown, damage or other problems with Equipment are caused by a defect in Equipment, by the failure of Owner to provide Equipment in good repair and condition, by the failure of Owner to provide Equipment fit for the operation intended and described by Contractor, by other error by Owner, or in violation of this agreement, then (a) Owner shall be liable for the cost of repair or replacement, and (b) Contractor's payments under this agreement shall abate from the time of notice to Owner until Equipment has been repaired or replaced. Additionally, Contractor shall provide properly licensed, fully trained and qualified employees or others to operate Equipment. Contractor retains exclusive control over its employees and the details of their work while operating Equipment, and is solely responsible for their hiring, training, work, and discipline.

Section 8. INSURANCE. For both Fully Operated and Bare Equipment, Owner shall at all times maintain with insurers acceptable to Contractor the following minimum insurance:

(a) Workers' Compensation coverage to statutory limits required where it conducts any operations and Employer's Liability coverage of not less than $1,000,000 each accident. Where applicable, Owner must provide U. S. Longshore and Harbor Workers' Compensation Act, Maritime Employer's Liability, and Jones Act coverage.

(b) Commercial General Liability ("CGL") of not less than $2,000,000 each occurrence and $2,000,000 general aggregate. CGL shall include coverage extensions for (1) contractual liability, and (2) independent contractors.

(c) Automobile Liability ("AL") of not less than $2,000,000 each accident endorsed to cover "any auto," or to cover all owned, non-owned and hired vehicles used in Owner's operations.

Owner shall provide Contractor with certificates of insurance establishing compliance with the above requirements prior to delivery of Equipment. Owner shall provide Contractor thirty (30) days advance written notice in the event of policy cancellation or changes to limits. Owner's CGL and AL insurance shall name Contractor and the project owner as additional insured and be primary and non-contributory to any other insurance maintained by Contractor and project owner. These insurance requirements shall support, but shall not limit, Owner's duties, obligations, and liabilities under any other provision of this Agreement.

In the event Owner is providing Fully Operated Equipment, Owner shall cause any Property/Contractor's Equipment Insurance policy covering the Equipment to waive any and all rights of subrogation against Contractor.

Section 9. INDEMNITY. TO THE FULLEST EXTENT PERMITTED BY LAW, OWNER SPECIFICALLY OBLIGATES ITSELF TO CONTRACTOR, CONTRACTOR'S SURETY, AND THE PROJECT OWNER TO DEFEND AND INDEMNIFY THEM AND SAVE THEM HARMLESS FROM:(I) ANY ACTUAL OR ALLEGED INFRINGEMENT OF ANY PATENT OR PATENTED RIGHT, COPYRIGHT OR TRADEMARK; (II) ANY AND ALL CLAIMS, SUITS OR LIABILITY FOR DAMAGE TO PROPERTY INCLUDING LOSS OF USE, INJURIES TO PERSONS INCLUDING DEATH, AND TO ANY OTHER CLAIMS, SUITS OR LIABILITIES ARISING FROM THE EQUIPMENT OR OWNER'S OPERATIONS TO THE EXTENT OF OWNER'S ACTS OR OMISSIONS (THESE ARE ALL "OCCURRENCES"). OWNER'S OBLIGATION EXTENDS TO ANY OCCURRENCE, WHETHER OR NOT CAUSED IN PART BY THE

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ACTIVE OR PASSIVE NEGLIGENCE OR OTHER FAULT OF A PARTY TO BE INDEMNIFIED, OTHER THAN THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE PARTY TO BE INDEMNIFIED. OWNER'S OBLIGATION EXTENDS TO ALL CLAIMS AGAINST CONTRACTOR OR A THIRD PARTY BY AN EMPLOYEE OR FORMER EMPLOYEE OF OWNER, AND OWNER EXPRESSLY WAIVES ALL IMMUNITY AND LIMITATION OF LIABILITY UNDER ANY INDUSTRIAL INSURANCE ACT, WORKERS COMPENSATION ACT, DISABILITY ACT, OR OTHER EMPLOYEE BENEFIT ACT OF ANY JURISDICTION WHICH WOULD OTHERWISE BE APPLICABLE IN THE CASE OF SUCH A CLAIM.

Section 10. LIMITATION OF LIABILITY. EXCEPT FOR DAMAGES ARISING DUE TO BREACHES OF CONFIDENTIALITY AND OWNER'S INDEMNITY OBLIGATIONS, IN NO EVENT SHALL EITHER PARTY BE RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES CAUSED BY, RESULTING FROM OR IN ANY WAY CONNECTED WITH PERFORMANCE OF THIS AGREEMENT.

Section 11. COMPLIANCE WITH LAWS. Owner warrants that the Equipment meets the requirements of all applicable federal, state, and local safety and health acts, laws, rules and regulations, including all antitrust laws and the Foreign Corrupt Practices Act. Additionally, Owner shall abide by all applicable laws, regulations, and executive orders, including without limitation those that relate to equal opportunity and anti-discrimination. Owner agrees to deliver any reports, certifications of compliance, or other documentation substantiating compliance with such applicable laws, ordinances, regulations, and executive orders, including those required by Contractor and/or Project Owner. Owner shall require that anyone providing any part of the Work include all the requirements of this Section 11 in any contract they enter into for any part of the Work.

Owner shall abide by the requirements of 41 CFR 60-300.5(a). **This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.** Owner also shall abide by the requirements of 41 CFR 60-741.5(a). **This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.** Further, 29 CFR Part 471, Appendix A to Subpart A, is incorporated by reference and binding on Owner.
Owner shall obtain, at its own expense, all permits, licenses, tests and inspections necessary for Owner's performance of its obligations under this Agreement Owner warrants all Equipment shall not be subject to any unresolved required recalls or service bulletins issued by the original equipment manufacturer. Owner will immediately notify Contractor if any Equipment is subject to a new required recall or service bulletin.

Section 12. TAXES AND FEES. Except as otherwise provided herein, the rates provided in Schedule "A" include, and the Owner shall pay all corporate income taxes, personal property taxes, assessments, ad valorem taxes, stamp and documentary taxes and all other governmental taxes, charges, fees, fines or penalties whatsoever, imposed by any governmental or taxing authority on Owner. Notwithstanding the preceding, if Owner is registered by taxing authorities to collect sales taxes based on charges billed to Contractor, Owner shall issue invoices to Contractor that separately itemize charges for applicable sales taxes and Contractor shall pay Owner for any such properly-invoiced charges for sales taxes in addition to other amounts to be paid by Contractor to Owner under the terms of this Equipment Agreement. If Owner is not registered by taxing authorities to collect sales taxes based on charges billed to Contractor, Contractor acknowledges it has responsibility for payment of any such use taxes imposed by governmental authorities directly to such taxing authority. If Contractor has paid use taxes on the amounts billed under this Equipment Agreement directly to any such taxing authority, Owner hereby waives its entitlement to be paid the applicable sales taxes imposed under this Equipment Agreement.

Section 13. NOTICE. Any notice to be given under this Agreement shall be mailed by (registered or certified mail) or sent via facsimile, to any party to be notified at the address set forth herein, and shall be deemed given when so mailed or faxed.

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Confidential
10/08/2025 08:56:12 AM

Section 14. **DISPUTES**. Any controversy, dispute or claim arising out of or relating to this Agreement shall first be settled through good faith negotiation by senior managers of the parties. If the parties are unsuccessful at resolving the dispute through negotiation, the parties agree to mediation administer under the rules of the American Arbitration Association. During the dispute, Owner will continue to offer rental equipment and supplies without interruption. Contractor will continue to pay undisputed amounts when due. In the event either party institutes suit in court against the other party in connection with any dispute or matter arising under this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees, costs or other expenses in addition to any other relief granted by the court.

Section 15. **FULL AGREEMENT**. This Agreement constitutes the full and complete understanding between the parties. Any terms and conditions of Owner, including those on any invoice, delivery receipt, or other document included with Owner's bid, correspondence, or required by Owner to be signed at the time of delivery of the Equipment shall be null and void and of no effect, and such invoice, delivery receipt or other document shall have the sole effect of acknowledgment of the delivery of the Equipment. Any provision(s) of this Agreement found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Agreement.

Section 16. **INVOICES**.

All invoices must have the Agreement Number on them. Send invoices to:

2101-Kiewit Water Facilities South Co.

105729-City of Sherman CMAR - Carrying_Project

PO Box 452500

Omaha, NE 68145-2500

KBS.InvoicesAP@kiewit.com

Section 17. **Contractor's Vendor Code of Conduct.** Seller shall comply with Contractor's Vendor Code of Conduct which can be accessed at Kiewit.com/vendor-conduct.

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Schedule "A"

Line Item	Description	Initial Serial #	Duration/Qty	Price Per Unit	Market Value
1	G&W 6 way PNI Vault Style Switchgear	--	3.00 Months	9,000.00 USD	--
2	Expedited shipping	--	1.00 Each	1,500.00 USD	--

Rental includes transport drawings, freight, equipment, and up to (insert number) # technicians. Sales tax, if applicable, shall be billed separately. Payment terms are Net due in 30 days from receipt of invoice.

Rate Schedule:

Daily $

Weekly $

Monthly $

Section 18. CONFIDENTIALITY. With respect to any information supplied in connection with this Agreement and designated by either of the parties as confidential, or which the other should reasonably believe is confidential based on its subject matter or the circumstances of its disclosure, the other agrees to protect the confidential information in a reasonable and appropriate manner, and use confidential information only to perform its obligations under this Agreement and for no other purpose. This will not apply to information which is:

(a) publicly known,

(b) already known to the recipient,

(c) lawfully disclosed by a third party,

(d) independently developed,

(e) disclosed pursuant to legal requirement or order.

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Confidential
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IN WITNESS WHEREOF, the parties shall have read all provisions set forth herein and have executed this Agreement on the date first above written.

Asher Power LLC		**2101-Kiewit Water Facilities South Co.**	
Signature:	Signed by: Nick Wallace 4773A17E98E246B...	**Signature:**	
Name:	Nick Wallace	**Name**:	
Title:	Director of Engineering	**Title**:	
Date:	5/1/2025	**Date**:	

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PURCHASE ORDER

PO Number: 4503873392

4503873392

Bill To Address
2101-Kiewit Water Facilities South Co., PO Box 452500, Omaha, Nebraska, United States, 68145-2500 **Email ID / Fax Number** KBS.InvoicesAP@kiewit.com

Summary	Amount (USD)
Item Total	30,500.00
**Vendor shall collect sales tax when required under applicable law*	

Order Details

Order Number	4503873392	**Order Type**	New Order
Issue Date	5/1/2025	**Payment Terms**	Net due in 30 days
Order Contact	MACKENZIE.MELTON@KIEWIT.COM	**Order Contact Name**	Mackenzie Melton
IncoTerms		**Code**	
Supplier Name and Address	10137103 :: Asher Power LLC, 108 W Dallas St #18, Broken Arrow, Oklahoma, United States, 74012	**Requester Details**	Jeremie Bertin, JEREMIE.BERTIN@GANOTEC.COM
Ship To Address	302 Cliff Hestand Road, Sherman, Texas, United States, 75090	**Project/Cost Center:**	105729 : City of Sherman CMAR - Carrying_Project

Header Comments

Asher Power Quote

Material Items

Line No.	Item Number	Supplier Item Number	Item Description	Quantity	UOM	Unit Price (USD)	Total (USD)	Tax	Need By Date	Deliver To
2			Expedited shipping	1.00	Each	1,500.00	1,500.00	Y	4/29/2025	Jeremie Bertin

Service Items

Line No.	Item Number	Supplier Item Number	Service	Efforts	UOM	Unit Price(USD)	Total (USD)	Tax	Start Date	End Date
1			G&W 6 way PNI Vault Style Switchgear	3.00	Months	9,000.00	27,000.00	Y	4/29/2025	7/29/2025

Line No.	Item Number	Supplier Item Number	Service	Efforts	UOM	Unit Price(USD)	Total (USD)	Tax	Start Date	End Date
3			Misc. Tax/Fees	-	Each	2,000.00	2,000.00	Y	4/29/2025	7/29/2025

Legal Terms and Conditions

Purchaser may be a federal contractor, and Seller may be a federal subcontractor. If seller is a federal subcontractor, then unless exempted, the Equal Opportunity clauses as set forth in 41 CFR §60-1.4(a), 41 CFR §60-1.4(b), 41 CFR §60- 250.5(a) ,41 CFR §60-300.5(a), and 41 CFR §60-741.5(a), as well as the specifications set forth in 41 CFR §60-4.3(a) and the provisions of 41 CFR §61-250.10, 41 CFR §61-300.10, and 29 CFR Part 471 , Appendix A to Subpart A and, if applicable, requirements of Form FHWA-1273, are incorporated by reference and shall be binding on Seller.

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Except for breaches of confidentiality and each party's indemnity obligations, neither party (or its affiliates, employees, contractors or suppliers, when acting in such capacity with respect to this purchase order) will be liable to the other (or its affiliates, employees, contractors or suppliers, when acting in such capacity with respect to this purchase order) for any indirect, incidental, consequential, special or punitive damages, for loss of profits or revenue or loss of time, opportunity or value of data, whether in an action in contract, tort (including negligence), product liability, strict liability, statute, law, equity or otherwise.

Seller's quotation shall be referenced solely for purposes of price, quantity and delivery date. All other terms and conditions included in Seller's quotation or any other communication are hereby rejected. Purchaser's acceptance hereunder is expressly conditioned upon and limited to application of previously negotiated and mutually agreed terms. Seller will be deemed to have accepted the Purchase Order when it (i) sends Purchaser notice of acceptance in writing, (ii) starts to perform any services in accordance with the terms of the Purchase Order, and/or (iii) delivers any or all of the goods or materials covered by the Purchase Order, whichever occurs first. Purchaser may withdraw the Purchase Order at any time before it is accepted by Seller. No contract will exist except as herein provided.

Seller shall comply with Contractor's Vendor Code of Conduct

If no incoterm is listed above, all equipment, materials, components, documents and other deliverables furnished under this Agreement shall be delivered D.D.P. (Incoterms 2020) to the Project Site, or such other location as Contractor may direct in writing.

John.Lavelle

From: Reuben Mitchell <r.mitchell@asherpower.com>
Sent: Tuesday, October 7, 2025 3:56 PM
To: John.Lavelle
Cc: Chandler.Petersen; Nate Ireton
Subject: Re: [External]Rental

See corrected amount.

9000+6500+**2550**=$18,050

Reuben Mitchell
Founder
918.902.4259
r.mitchell@asherpower.com
"Power with Integrity"

On Tue, Oct 7, 2025 at 3:51 PM John.Lavelle <John.Lavelle@kiewit.com> wrote:

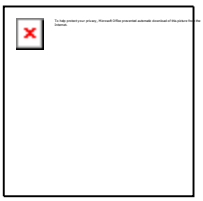
> So to get us to completion, October rent would be the standard $9000? And then the pro-rated November rent would be $6500. Plus the shipping of $2550.
>
> So it'd be $9000 + $6500 + $2250? = $17,750
>
> Is that correct?

From: Reuben Mitchell <r.mitchell@asherpower.com>
Sent: Tuesday, October 7, 2025 11:51 AM
To: John.Lavelle <John.Lavelle@kiewit.com>
Cc: Chandler.Petersen <Chandler.Petersen@kiewit.com>; Nate Ireton <n.ireton@asherpower.com>
Subject: Re: [External]Rental

$2550 if it is the 12th.

Final bill will be $2550+6500=$9,050

Please let me know if this works for you and i'll get it on the schedule



Reuben Mitchell

Founder

918.902.4259

r.mitchell@asherpower.com

"Power with Integrity"

On Tue, Oct 7, 2025 at 8:46 AM John.Lavelle <John.Lavelle@kiewit.com> wrote:

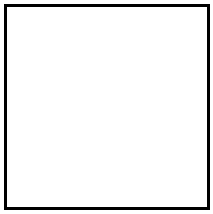
> Sorry, didn't think about the holiday.
>
> If you picked it up on the 12th, what would the pickup cost be?

From: Reuben Mitchell <r.mitchell@asherpower.com>
Sent: Tuesday, October 7, 2025 8:44 AM
To: John.Lavelle <John.Lavelle@kiewit.com>
Cc: Chandler.Petersen <Chandler.Petersen@kiewit.com>; Nate Ireton <n.ireton@asherpower.com>
Subject: Re: [External]Rental

Pickup Estimate: $3440

Total last invoice looks to be $6500+3440= $9,940

Please keep in mind that the 11th is veterans day so pickup will be a little high.



Reuben Mitchell

Founder

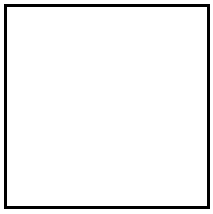
918.902.4259

r.mitchell@asherpower.com

"Power with Integrity"

On Tue, Oct 7, 2025 at 7:30 AM Reuben Mitchell <r.mitchell@asherpower.com> wrote:

> Yes. I'll get this this over shortly



Reuben Mitchell

Founder

918.902.4259

r.mitchell@asherpower.com

"Power with Integrity"

On Tue, Oct 7, 2025 at 7:28 AM John.Lavelle <John.Lavelle@kiewit.com> wrote:

> Good morning Reuben,
>
> Is there any way you can send that quote over this morning for the extra rent and pickup charge? I want to give the Client a head's up about the cost.
>
> Thanks,

JOHN LAVELLE, *Assoc. DBIA*

Project Engineer

KIEWIT WATER FACILITIES SOUTH CO.

302 Cliff Hestand Road, Sherman, TX 75090

562-325-2645

john.lavelle@kiewit.com

From: Chandler.Petersen <Chandler.Petersen@kiewit.com>
Sent: Monday, October 6, 2025 8:41 AM
To: Reuben Mitchell <r.mitchell@asherpower.com>
Cc: John.Lavelle <John.Lavelle@Kiewit.com>
Subject: Re: [External]Rental

Reuben,

Could you send a quote including October's rent, November prorated amount and the Pick-up charge to John (cc'd) as well?

Thank you,

CITY OF SHERMAN CMAR

302 Cliff Hestand Rd Sherman TX, 75090

O: 303-723-7194 M:430-666-1420

Kiewit.com

From: Chandler.Petersen <Chandler.Petersen@kiewit.com>
Sent: Monday, October 6, 2025 7:48 AM
To: Reuben Mitchell <r.mitchell@asherpower.com>
Cc: John.Lavelle <John.Lavelle@Kiewit.com>
Subject: Re: [External]Rental

Reuben,

They will be switching over to the permanent power on the 10th so it could be picked up that same day. However I think a safer bet to avoid idle time would be to pick it up the morning of November 11th.

Thank you,

CITY OF SHERMAN CMAR

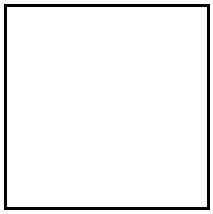
302 Cliff Hestand Rd Sherman TX, 75090

O: 303-723-7194 M:430-666-1420

Kiewit.com

From: Reuben Mitchell <r.mitchell@asherpower.com>
Sent: Saturday, October 4, 2025 12:20 PM
To: Chandler.Petersen <Chandler.Petersen@kiewit.com>
Subject: Re: [External]Rental

You need this picked up the 10th correct?



Reuben Mitchell

Founder

918.902.4259

r.mitchell@asherpower.com

"Power with Integrity"

On Mon, Sep 22, 2025 at 4:38 PM Reuben Mitchell <r.mitchell@asherpower.com> wrote:

> That is correct. It will be prorated.

Commercial Bid Form Exception Tab			
Number	Section	Exception Notes	Revised Pricing Information
1		CMAR has assumed a pickup date for the temporary pad mounted switchgear on November 12th, 2025. CMAR has the right to capture additional rental time beyond this date in a separate PCO.	
2			
3			
4			
5			
6			
7			
8			
9			
10			

PLUMMER

Potential Change Order (PCO) Request

PROJECT NO:1422-005-03

PROJECT: South Wastewater Treatment Plant - MBR

OWNER: City of Sherman

CONTRACTOR: Kiewit Construction South

ENGINEER: Plummer Associates, Inc.

PCO NO.: 096

DESCRIPTION: Eliminate Remaining Permanent PMS Scope Rev. 1

NOTIFICATION BY CONTRACTOR

The Contractor proposes to make the additions, modifications, or deletions to the Work described in the Contract Documents, as shown in Attachment "A" and requests that you take the following action:

- ☐ Notify us that you concur that this change does not require a change in Contract time or amount and issue a Field Order.
- ☒ Issue a Change Order for performing the described change. Change in Contract amount is indicated in the attached detailed cost breakdown of labor, materials, equipment and all other costs associated with this change. Impacts on Contract Time are shown in the attached revised schedule.
- ☐ Authorize the Contractor to proceed with the described change. Payment will be requested at the unit price bid.
- ☐ Authorize the Contractor to proceed with the change under the time and materials provisions of the Contract.
- ☐ Authorize this change utilizing Approval of Contingency Fund.

By: Kory Kyllo Date: 10/312025

ENGINEER'S RESPONSE

We respond to your request as follows: **Recommended total Credit of PCO 096 is $18,686.31**

- ☐ We concur that this is a no cost or time change. See attached/forthcoming Field Order No. / comments.
- ☐ Your proposal is recommended to the Owner with funding authorized by use of project Contingency Fund.
- ☒ Your proposal is recommended to the Owner. See attached/forthcoming proposed Change Order.
- ☐ Proceed with the change at the unit price bid.
- ☐ Proceed with the change under the time and materials provisions of the Contract.
- ☐ Additional information is required to evaluate this request. Provide information as described in the attached comments and resubmit.
- ☐ Potential Change Order Request is not accepted.

Construction Manager: Brian Beach Date: 10/31/25

Engineer: Date: 10.31.2025

Program Manager: Date: 11/2/25

Owner: Thom J. Pruitt P.E. Date: 11/3/2025

PAPE-DAWSON ENGINEERS

Project: COSK South Wastewater Treatment Plant - MBR Project

Owner: City of Sherman

Subject: Potential Change Order Review Memorandum

PCO096 – Eliminate Remaining Permanent PMS Scope

Date: 10/31/25

This Potential Change Order (PCO) is provided in response to a series of meetings in October 2025 that discussed the transfer of scope of work from this project to the Medium Voltage Loop Project. It was determined in those meetings that it would be beneficial for the Medium Voltage Loop Project to take over scope of work related to transfer of electrical supply power from the temporary Pad Mounted Switch to the Permanent Pad Mounted Switch. This PCO provides a credit for the elimination of the electrical scope of work to make that transfer.

Below is a summary table of the history of this Potential Change Order (PCO) showing all submittals and total cost. Written comments and responses that were made on the PCO are included at the end of the PCO documentation

ID Number	Source (WCD, RFI, PCM)	Title	Submitted Date	Response Date	Total Cost or (Credit)
PCO 096	field meetings	Eliminate Remaining Permanent PMS Scope	10/29/2025	10/30/2025	($18,097.80)
PCO 096	field meetings	Eliminate Remaining Permanent PMS Scope **R1**	10/31/2025	10/31/2025	($18,686.31)

Reviews were provided by Plummer and Pape Dawson. It is the opinion of the combined project team that the cost provided in the final revision is an accurate cost for the work added and approval is recommended.

POTENTIAL CHANGE ORDER

Kiewit

Date: 10/30/2025	Potential Change Order #: PCO-0096	Revision #: 01
To: City of Sherman (COS) 220 W. Mulberry Street Sherman, TX 75090	Contract #: 1513-U Construction Manager at Risk (CMAR)	Project: South WWTP - MBR

Drawing, Specification, Equipment Number or Other Reference: COSK-KWT-PCO0078 WCD-040 R1 Temporary Pad Mounted Switch and WCD-043 Various Electrical and Instrument Updates, PCO-0095 Temporary Pad Mounted Switch Additional Monthly Rent

Description of the Proposed Change Order Work: Eliminate Remaining Permanent PMS Scope

CMAR has been in conversations and meetings with the Engineer and City over the last few weeks to identify a scope reduction for the permanent switchgear. The plan essentially aims to eliminate the remaining permanent PMS scope from CMAR, and hand it over to the electrical subcontractor who is working on the 15kV Loop Project. Meetings were held on October 15th, 20th, and 23rd, 2025 to discuss this. CMAR is providing this PCO in accordance with General Conditions 1.01 A. 51., 10.01 A. and B., and 10.03 A. This PCO is also submitted in accordance with General Conditions 12.01.B.2 and the value of the Work will be determined by a mutually agreed lump sum. This mutually agreed lump sum is only applicable to this specific PCO-0096 R1.

CMAR submitted PCO-0078 WCD-040 R1 Temporary Pad Mounted Switch and WCD-043 Various Electrical and Instrument Updates on August 19, 2025. PCO-0078 was approved by the City on August 28, 2025, and is included in approved Change Order No.2. PCO-0078 included scope to remove the rental pad-mounted switch and replace the 15kV bushings with the original 25kV bushings. PCO-0096 consists of a credit to remove portions of scope from the electrical contractor, that was originally priced in PCO-0078. This includes the removal of the rental pad-mounted switch and replacing the 15kV bushings with the original 25kV bushings, and the installation of the 25kV bushings on the incoming position of the procured switch. Also included is a credit for the pickup charge of the temp PMS. This pickup charge was originally included in PCO-0095 Temporary Pad Mounted Switch Additional Monthly Rent.

There is no current schedule impact from the additional scope identified in this PCO.

Kiewit Water Facilities South Co.'s proposal for this package represents ($18,686.31).

This estimate is based on a 6-day workweek, 10 hours per day.

Kiewit has marked pages in this document “confidential” as they contain proprietary rates and other information that are trade secrets in reference to Texas Government Code 552.110.

This quote is valid for 30 days from date of submission in accordance with General Conditions 10.05 C. CMAR reserves the right to update the cost if those 30 days are exceeded.

Construction				**Estimated Effect on Contract Price**
Lump Sum ($)				Change Impact ($)
($18,686.31)				**($18,686.31)**
Detailed components of above categories must accompany this estimate (discipline, craft, commodity of material, etc.)				

Estimated Effect on Project Schedule (calendar days)		**Estimated Effect on Contract Terms**
Substantial Completion	N/A	N/A
Final Completion	N/A	N/A

Recommended by: Kiewit Water Facilities South Co.

Project Manager: _____ 10/31/2025

Contractor Date

Basis of Estimate: Eliminate Remaining Permanent PMS Scope

Summary

1. **A – Direct Cost (Labor)**	Sub-Total	($615.69)
2. **B – Direct Cost (Supervision)**	Sub-Total	($525.00)
3. **C – Direct Cost (PM, Supplies, Equipment, Subs)**	Sub-Total	($14,487.91)
4. **D – Indirect Cost**	Sub-Total	$0.00
5. **E – Est. B&I / COMM (1.50%)**	Sub-Total	($234.43)
6. **F – G&A (9.622%)**	Sub-Total	($1,467.10)
7. **G – Fee (8.50%)**	Sub-Total	($1,356.18)
	Grand Total	**($18,686.31)**

Initiator

Plummer: direction in meetings held on October 15th, 20th, and 23rd to eliminate remaining permanent PMS scope.

Merit

Plummer: direction in meetings held on October 15th, 20th, and 23rd to eliminate remaining permanent PMS scope.

Summary

CMAR has been in conversations and meetings with the Engineer and City over the last few weeks to identify a scope reduction for the permanent switchgear. The direction aimed to eliminate the remaining permanent PMS scope from CMAR, and hand it over to the electrical subcontractor who is working on the 15kV Loop Project. Meetings were held on October 15th, 20th, and 23rd, 2025 to discuss the direction. The agreed upon direction is for CMAR to remove and credit back any remaining permanent pad-mounted switch scope that has not been performed to-date. CMAR submitted PCO-0078 WCD-040 R1 Temporary Pad Mounted Switch and WCD-043 Various Electrical and Instrument Updates on August 19, 2025. PCO-0078 was approved by the City on August 28, 2025, and is included in Change Order No.2. This PCO-0078 is where the permanent PMS scope was priced, and where the credit is coming from.

The scope of work included in PCO-0078 included:

1. Provide a rental pad mount switch equivalent to a 600-amp, 4-way, 1 switch in, 3 fused out, S&C PMH-12 configura4on.
    a. Replace three sets of 25KV bushings with 15KV bushings.
2. Place rental switch on pad.
3. Install fuse cutouts on customer pole and provide two sets of fuses.
4. Connect MV cable to the overhead line.
5. Remove rental switch on pad and replace the 15KV bushings with the original 25KV bushings.

KIEWIT WATER FACILITIES SOUTH CO.
2050 Roanoke Rd, Westlake, TX 76262

Install the permanent switch.

6. Procure and install one set of 25KV bushings on the incoming position of procured switch.

Items 1 through 4, and the procurement of the bushings from item 6 are complete. Therefore, PCO-096 R1 consists of credits for item 5 and the install portion of item 6.

Also included in this PCO-0096 R1 is a credit for the pickup of the temporary pad mounted switchgear. This pickup charge was originally included in PCO-0095 Temporary Pad Mounted Switch Additional Monthly Rent.

See attachments for a breakdown.

1. **A - Direct Cost (Labor)**

Total	($615.69)

A labor credit has been added for an operator and laborer to remove the temporary switchgear and set the permanent switchgear on the pad.

2. **B - Direct Cost (Supervision)**

Total	($525.00)

A supervision credit has been added for a field engineer and superintendent.

3. **C - Direct Cost (PM, Supplies, Equipment, Subs)**

Total	($14,487.91)

The following is captured under C - Direct Cost (PM, Supplies, Equipment, Subs): Alterman Proposal No.36 with credits for the removal of the temporary pad-mounted switch, replacing the 15kV bushing with the original 25kV bushings, and the installation of one set of 25kV bushings on the incoming position of procured switch. Credit for pickup charge on temp PMS.

See attachments for a breakdown.

4. **D - Indirect Cost**

Total	$0.00

KIEWIT WATER FACILITIES SOUTH CO.
2050 Roanoke Rd, Westlake, TX 76262

5. **E - Est. B&I / COMM (1.50%)**

Total	($234.43)

Est. Bond and Insurance / Commercial required for PCO 96 R1.

6. **F - G&A (9.622%)**

Total	($1,467.10)

General and Administrative expenses required for PCO 96 R1.

7. **G - Fee (8.50%)**

Total	($1,356.18)

Attachments

1. Alterman Proposal No.36
2. Asher Power Email Confirmation of Remaining Cost – Pickup Charge
3. PCO 0096 R1 Cost Breakdown Structure
4. PCO 0096 R1 Resource Rate Register
5. PCO 96 R1 Assumptions and Clarifications Log
6. COSK-KWT-PCO0078 WCD-040 R1 Temporary Pad Mounted Switch and WCD-043 Various Electrical and Instrument Updates
7. PCO-0095 Temporary Pad Mounted Switch Additional Monthly Rent

PCO 0078 and PCO 0095 remain attached by reference. Files Removed by Ron Mick on 10/31/25 to reduce pages.

KIEWIT WATER FACILITIES SOUTH CO.
2050 Roanoke Rd, Westlake, TX 76262

Confidential
10/29/2025 04:24:51 PM

Cost Proposal No.
36
PCO 36

TO: Kiewit

ATTN: Jeremie Bertin

JOB NAME: Sherman WWTP Date: **October 22, 2025**

REFERENCE: See attached Work Order

Alterman Job # **635101** WCD 40 and WCD 43

We have reviewed the requirements of: **Credit back for EPS scope for new PMS**
as it pertains to the work of our Contract.

In Compliance with the terms of our Contract Agreement, we agree to perform the changed work for:

X	Additional Amount of	**$ (11,154.01)**
	Deductive Amount of	$ -
	No Change in Contract Amount	

This pricing is based on the following conditions:

X Quotation is valid for **15** days. Lack of direction concerning this work by that date will require re-evaluation of the work change.

2.00 Calendar days extension of Contract time is required once approved submittals are approved

X Exclusions or conditions that vary from our Contract Agreement are as follows:

X Complete pricing breakdown for our work is attached for your review.

Joe Lubischer
ALTERMAN REPRESENTATIVE

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CHANGE ORDER WORKSHEET
Alterman, Inc.

36

PCO 36

DATE : 10/22/2025
JOB #: 635101
PREPARED BY: Joe Lubischer

DESCRIPTION OF WORK PERFORMED:

Credit back for EPS scope of work the new PMS

Labor

Position	Unit	Quantity	Labor Cost Unit	Labor Cost Total	Position Total
Project Manager	HR	2.0	$85.00	$170.00	$170.00
Project Engineer	HR	0.0	$55.00	$0.00	$0.00
Journeymen Electrician	HR	-4.0	$37.96	-$151.84	-$151.84
Apprentice	HR	-4.0	$26.56	-$106.24	-$106.24
Laborer	HR		$35.00	$0.00	$0.00
Total Amount of Hours Labor Only		-6.0	**Total Labor Cost**		-$88.08

Equipment

Item	Unit	Quantity	Equipment Unit	Equipment Total	Item Total
Pickup Truck	HR	0.0	$12.00	$0.00	$0.00
		0.0	$0.00	$0.00	$0.00
Office Trailer	MN	0.0	$500.00	$0.00	$1.00
Sanitary	MN	0.0	$250.00	$0.00	$0.00
Small Rocksaw	HR	0.0	$117.00	$0.00	$0.00
Volvo L110 Front End Loader	HR	0.0	$134.40	$0.00	$0.00
Mini-Excavator	DAY	0.0	$400.00	$0.00	$0.00
Loader-Skid	DAY	0.0	$400.00	$0.00	$0.00
Trench Compactor	DAY	0.0	$326.00	$0.00	$0.00
Sissor Lifts	DAY	0.0	$185.00	$0.00	$0.00
Boom Lift	DAY	0.0	$396.00	$0.00	$0.00
Sky Trak Ext Forklift	HR	0.0	$62.45	$0.00	$0.00
	LS	0.0		$0.00	$0.00
Compressor 185 cfm	HR	0.0	$52.00	$0.00	$0.00
Wacker/Small Compressor/Plug/Generator/Air Mover	HR	0.0	$26.00	$0.00	$0.00
		0.0	**Total Equipment Cost**		$1.00

Materials

Item	Unit	Quantity	Material Unit	Material Total	Item Total
	EA			$0.00	$0.00
	EA		$0.00		$0.00
			Total Material Cost		$0.00

Subcontractors

Company	Description of Work to be Performed (Supporting Information Attached)		Item Total
EPS	PMS Terms		-$9,700.00
		Total Subcontractor Cost	-$9,700.00
		TOTAL	-$9,787.08

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ALTERMAN COST PROPOSAL PRICING SHEET

DESCRIPTION OF COST PROPOSAL
PCO 36
36

Prepared by: Joe Lubischer
Date: 10/22/2025

Jeremie

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
Item No.	Description	Units 1-May-25	UM	Labor Unit Cost	Labor Total Cost (C x E)	Material Unit Cost	Material Total Cost (C x G)	Equipment Unit Cost	Equipment Total Cost (C x I)	Subcontract Unit Cost	Subcontract Total Cost (C x K)	Supplemental Work Sheet	Supplemental Total Cost (C x M)	Subtotal
1.00	LABOR	1	LS	$ (88.08)	$ (88.08)							$ -	$ -	$ (88.08)
1.10	DJE PROJECT EXPENDABLES 3.5% of Labor	1	LS	*Expendable Tools, Consumables, PPE/ Safety Supplies, Masks, Gloves, Hard Hats, Vests*	$ (3.08)							$ -	$ -	$ (3.08)
2.00	MATERIALS	1	LS			$ -	$ -					$ -	$ -	$ -
2.10	MATERIAL WASTE 3.5% Material	1	LS				$ -					$ -	$ -	$ -
3.00	EQUIPMENT	0	LS					$ 1.00	$ -			$ -	$ -	$ -
4.00	SUBCONTRACTORS	1	LS							$ (9,700.00)	$ (9,700.00)	$ -	$ -	$ (9,700.00)
6.00	BURDEN 43.7% of Labor	1	LS	$ (38.49)	$ (38.49)							$ -	$ -	$ (38.49)
COLUMN SUBTOTALS					$ (129.65)		$ -		$ -		$ (9,700.00)		$ -	$ (9,829.65)
Fee for work by Subcontractor		0.0%									$ -			$ 199.24
Profit		5.0%												$ (491.48)
Overhead		10.0%												$ (1,032.11)

SUBTOTAL CHANGE ORDER AMOUNT	**$ (11,154.01)**
Bond and Insurance 2.0%	
GRAND TOTAL CHANGE ORDER AMOUNT	**$ (11,154.01)**

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ELECTRIC POWER SYSTEMS

TESTING & ENGINEERING SERVICES

ALTERMAN ELECTRIC INC

Sherman MV Terms

DAL-JR-Q24604-C3

8/13/25

Setting The

Standard of Excellence

In the Power Industry

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EPS
ELECTRIC POWER SYSTEMS

INDUSTRY LEADING EXPERTS

Electric Power Systems is a NETA Certified, Independent Electrical Testing & Engineering Organization. We specialize in commissioning, start up, and maintenance testing for Utility, Industrial, Transit, Data Centers, and Commercial Facilities. At Electric Power Systems, we are commited to promoting a culture of safety within our organization and along side all of our clients. Our dedication to providing safe and reliable services has made us a trusted industry leader since 1977.

SETTING THE STANDARD *of* EXCELLENCE IN THE POWER INDUSTRY

OUR PEOPLE

As a full member of the International Electrical Testing Association (NETA), all of our Technicians are required to be tested to demonstrate their knowledge in several categories including safety and independent electrical testing methods. In addition, EPS has an in house safety and training program to further the knowledge of all of our personnel and to ensure they continue to work safely and effectively even with the changing technology they are presented with.

COMMITTED TO INNOVATION

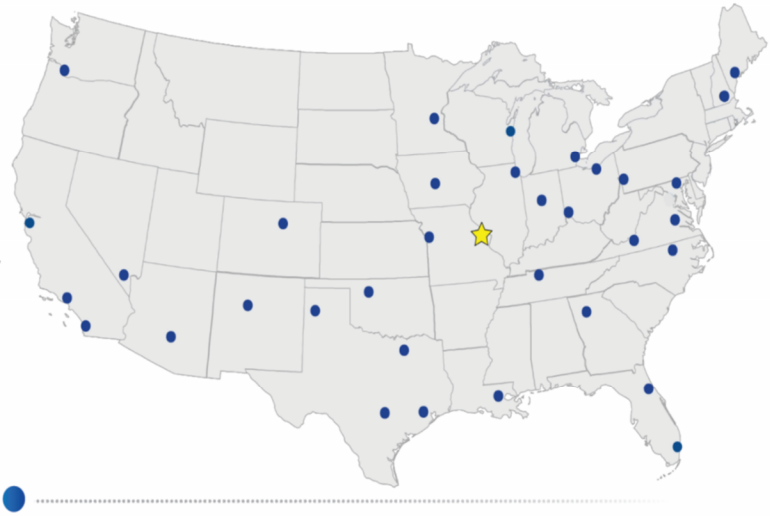
NETA

At Electric Power Systems, we continually push for excellence and advancement in technology. EPS partners with many equipment manufacturers to continue to pursue excellence in everything that we do. EPS also holds the distinction of being a member of **PEARL** which is a testament to the level of quality we provide to our customers.

PEARL
Professional Electrical Apparatus Reconditioning League

WE'VE GOT YOU COVERED

With offices conveniently located throughout North America, EPS is uniquely positioned to staff your project, regardless of location. As one of the largest independently owned electrical testing companies in the country, we are capable of staffing any testing or commissioning project, regardless of size or scope.



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Date: Aug 13, 2025

Joe Henry

ALTERMAN ELECTRIC INC
14703 JONES MALTSBERGER
SAN ANTONIO, TX 78247

Cell: 210-290-0289
Email: joe.henry@goalterman.com

Reference: EPS Quote #DAL-JR-Q24604-C3

Attn: Joe Henry

Thank you for your interest in Electric Power Systems International Inc. ("EPS"). We are pleased to offer our professional services on Sherman MV Terms. EPS will provide the necessary field service engineers, technicians, tools, and test equipment to complete the outlined proposal and definition of project scope of work.

EPS is setting the standard of excellence in the power industry by using our unsurpassed experience, safety record, state-of-the-art training programs and professional credentials. As a full member of the International Electrical Testing Association (NETA), a recognized leader and ANSI standards developer for the electrical testing industry, you are assured that all testing is performed objectively according to NETA / ANSI standards.

EPS offers complete solutions for electrical system reliability and safety including commissioning and startup services, acceptance and maintenance testing, transformer services, engineering studies, and electrical and safety training. By selecting EPS, you will quickly understand how we are your single source solution for all your electrical reliability needs. EPS has 30+ offices located in North America and experienced professionals when and where you need them, to meet your project schedule. For more information, visit our website at www.epsii.com

Thank you for giving Electric Power Systems International Inc. the opportunity to provide service for your electrical requirements and for your cooperation and continued support. Please feel free to contact me at 216.513.6944 to schedule this work or if you have any questions.

Respectfully Submitted,

Julio Ramos
Sales Manager

Richardson, TX 75081

216.513.6944 Office
j.ramos@voltyx.com
www.epsii.com

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Project:

Electric Power Systems International Inc. (EPS) is pleased to offer professional services on Sherman MV Terms. This project is located at Sherman, Texas. All testing will be in accordance with Acceptance Testing Specifications as stated below.

This service proposal is designed using industry standards to provide economic and safety-related benefits. This program will also establish a base-line record or trending data to be utilized as an ongoing maintenance program to enhance the system reliability through future preventive maintenance.

Equipment to Be Tested Per the Following One-Line(s)/Drawings:

Re-Term vista gear, Includes EPS portion of MOP & ULCS support pulling fuse at pole.

*Optional
NETA Testing of Vista & SEL 751 Relays (3)

Project Schedule:

1. Project will be performed based on customer's mutual agreed upon schedule.

Pricing:

Total price for Inspection & Testing of electrical equipment listed above for this project is as follows:

Price For Sherman MV Terms on Permanent Vista Listed Above Only:…….$ 6,500.00 USD

***Optional**

Price For Sherman Vista NETA Testing (if Needed) Listed Above Only:…….$ 3,200.00 USD (Price is per vista)

Price For Sherman Total Price Listed Above Only:…….$ 9,700.00 USD

** Assuming work is performed during Normal Business Hours = ST**

**Pricing includes travel expenses, per diem, etc.*

Electric Power System Responsibilities:

1. Provide all necessary field service engineers, technicians, tools, and test equipment to complete the testing of the equipment as defined by the projects scope of work.
2. Provide all required documentation for the applicable field tests as defined by the projects scope of work.
3. Perform the following safety tasks:
    a) Perform a daily onsite Job Hazard Analysis (JHA) prior to commencing any site activities.
    b) Coordinate with the customer to perform Lock-Out/Tag-Out (LOTO) activities as required by the projects scope of work.
    c) Perform equipment inspections as required by the project scopes of work.
    d) Report any items that are believed to have a potential for an unsafe work condition.

4. Provide a full report to include the scope of work, test dates, test data, and any discrepancies discovered with recommendations.

Customer Responsibilities (but not limited to):

1. Supply personnel for assistance with loading and unloading test equipment if required by the projects scope of work.
2. Supply adequate power for test equipment as required by the projects scope of work.
3. Supply all lifting devices if required by project scope of work.
4. Coordinate, supply and ensure all scheduled equipment in a priority list defining sequential order by the project scope of work to be tested available upon arrival of EPS Personnel.
5. Allow and ensure free, clear, and uninterrupted access to all equipment being tested and in the projects scope of work.
6. Client to provide an on-site employee who is qualified and familiar with the electrical system, and any jobsite regulations.
7. Client to remove and reinstall all circuit breakers listed above in the scope of work for testing.
8. Client to remove and reinstall all panel coverings for IR scanning by EPS
9. Provide up to date documents as required, such as protective device settings, any necessary electrical drawings, or manufacturer's instruction manuals.
    a) If drawings and settings are not available, EPS Engineering Services can update one-line drawings and perform a coordination study for an additional fee (if applicable).
10. Arrange and pay for any utility outages that may be required to de-energize equipment to be tested.
11. Customer shall perform all switching required to de-energize the equipment to be tested.
    a) If EPS is required to perform switching, customer must submit a signed Switching Agreement relieving EPS of any and all liability associated with such switching activity.
12. Provide allotted time per project scope of work to allow EPS lead personnel to walk the project site and finalize project logistics and schedule (if required).
13. Cable terminations need to be made accessible and possibly de-terminated for specific tests.
14. If a request for quote (RFQ) does not include one-line drawings, schematics, three lines, a schedule of work, or specifications, pricing may be affected by additions to the scope not initially accounted for.
15. EPS will require all equipment to be installed, set on pads, and grounded before testing.
16. Client to provide a safe location for test equipment to be left on-site for the duration of the project.
17. Cover the costs of illness/disease testing and or PPE fitment if applicable.
18. Provide (72) hour notice for scheduling of testing so that there is compliance with the California Labor Laws (if applicable).

Terms of Payment

An invoice in the amount of the above firm price, plus billing for any additional work or standby time outside of EPS control will be issued upon completion. Or progress billing could apply for the defined scope of work based on the length of the project. Payments are due and payable Net 30 days from the date of each invoice.

The issuing of a purchase order to EPS along with credit approval, will be sufficient to form an agreement to the terms and conditions referenced in this proposal.

This proposal is based upon working Monday thru Friday, normal business hours (excluding holidays) which includes a 40-hour work week (unless otherwise stated above).

General Clarifications and Assumptions:

1. Price assumes work to be performed Monday thru Friday, normal business hours (excluding holidays).
2. EPS shall be notified, a minimum of ten working days prior to being required to mobilize.
3. This quote is only valid for 30 days from the date of the proposal.
4. If this is a Public Works or Federal/State/Local funded project and subject to Prevailing Wages this proposal can and will change based on the current Public Works wage determinations based on the location of the said project involved. Any failures and or/ omittance as to the knowledge of a public works project shall allow EPS to remedy any monetary/contractual/legal requirements of said project subject to Prevailing wage to take place and you the "CLIENT" agrees to pay the additional costs associated with the public works project. EPS follows all Federal/State/Local requirements on any level and will comply as such in doing it so it is the "CLIENTS" responsibility to fully disclose all the requirements of their obligations as well when entering into any Federal/State/Local funded projects.
5. This price does not include any time associated to safety meetings, training, commissioning meetings or gaining security access.
6. EPS Terms and Conditions of Sales and Services are here by incorporated into this proposal.
7. The price above is based on the assumption of accuracy of the electrical system data supplied to EPS (e.g. single-line diagram, equipment list or another source). Any unplanned time necessitated by inaccuracies of this information due to restricted site access, deficiencies discovered or safety guidelines (e.g. safety equipment, procedures) may result in a work stoppage, and be additionally billed on a time and material basis in accordance with our current published rates for applicable class of service.
8. Payment subject to any withholding or offset for disputed amounts, shall not delay payment of the original contract, which shall be paid Net 30 days from receipt of properly submitted and documented invoice.
9. EPS will require a purchase order, letter of commitment or written notice to proceed prior to the start of this project.
10. EPS reserves the right to bill for any project delays (especially if EPS is forced to remain on-site until testing is ready to be performed & updated settings/drawings provided) caused by pre-start delays and/or on-going project delays/deficiencies. This proposal is based on a set amount of mobilizations/demobilizations as stated per the items listed above and if additional site visits are required for any reason before or after the agreed upon project completion deadline; additional T&M charges will be incurred per EPS' rate sheet. The following will be billed in accordance with EPS' rate sheet:
    a) Retest or repair of any faulty equipment.
    b) Significant on-site project delays including but not limited to acquiring accurate relay settings or drawings, equipment deliveries, installation, weather delays, equipment problems or stand-by time.
    c) Testing scope of work deficiencies or troubleshooting.
    d) Optional work or expenses in addition to or outside of the scope of work, as indicated in this proposal.
11. Price assumes days for equipment testing with mobilization(s). Any additional mobilizations, or additional trips requested by the customer will incur additional mobilization charges.

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12. Any additional materials furnished by EPS outside of the described scope of work will require prior approval by the customer before ordering and are subject to cost plus, taxes, and freight charges.
13. Any equipment rented, such as man-lifts, generators, load banks, etc., will be subject to an upcharge plus delivery or shipping.
14. This price is for testing each item listed in the scope of work once. Any retesting of defective equipment or replaced equipment will be considered out of scope work, and will require a change order.
15. No equipment will be energized prior to testing, EPS must be notified by the client prior to energizing any switchgear.
16. All tested equipment will have a calibration sticker applied with the calibration date document (if applicable).

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ELECTRIC POWER SYSTEMS INTERNATIONAL, INC.
TERMS AND CONDITIONS OF SALES AND SERVICE

1. Terms and Conditions of Sale

a. ELECTRIC POWER SYSTEMS INTERNATIONAL, INC. (the "Company") pursuant to the other documents (the "Purchase Order") attached hereto and incorporated herein has agreed to provide the services set forth in the Purchase Order to ALTERMAN ELECTRIC INC (the "Purchaser").

b. The Terms and Conditions contained herein shall not be modified by oral, parol, or other extrinsic evidence, but may only be modified or supplemented by a written document duly executed and accepted by Company. The Terms and Conditions contained herein supersede any prior or contemporaneous agreements or correspondence between the parties. In the event of any conflict between the Terms and Conditions set forth herein and the Purchase Order, then in that event, the Purchase Order shall control.

2. Terms of Payment

a. Unless stated otherwise in Company's Purchase Order, the full invoice amount is due and payable within thirty (30) days of invoice date.

b. All invoices submitted by the Company to Purchaser shall be paid as set forth above. In the event invoices are not paid in accordance with such terms of payment, interest shall be charged on each invoice at one and one half (1-1/2%) percent per month on the unpaid balance (or at the maximum legal rate permitted), computed from the date payment is due (as set forth in 2.a. above) until the date paid.

c. In the event that the Company incurs legal expense(s) in enforcing its rights to receive timely payment of all invoices, Purchaser agrees to pay all reasonable attorney's fees, court costs, and other expenses incurred by the Company.

d. Any check or remittance received from or for the account of the Purchaser may be accepted and applied by Company against any indebtedness or obligation owing by Purchaser as shown by the books and records of Company without prejudice to or the discharge of the remainder of any such indebtedness or obligation regardless of any condition, statement, or notation appearing on, referring to or accompanying such check or remittance.

3. Payment

a. If, in the opinion of the Company, financial condition of the Purchaser at the time the parts or equipment is ready for shipment or services are ready for performance is such that the Company does not believe the Purchaser will make timely payment, the Purchaser may be requested before shipment or before performance of services, to arrange terms of payment reasonably satisfactory to the Company.

b. In the event of the insolvency, bankruptcy or default of the Purchaser, the Company shall be entitled to cancel any outstanding Purchase Order(s), to receive reimbursement for its reasonable and proper cancellation charges, and to retain possession of parts or equipment repaired or serviced under the Purchase Order until the charges are paid. If the charges are not paid within ninety (90) days of completion of the work and invoicing the Purchaser, Company, at its option, shall be entitled to sell the parts or equipment at a public or private sale upon the giving of written notice to the Purchaser at least five (5) days prior to such sale.

4. Quotations

a. Unless otherwise stated, Quotations are void unless accepted within ninety (90) days from the date thereof. During said period and prior to acceptance, all Quotations are subject to change upon notice. All Orders made thereon are not binding until and unless accepted in writing by the Company. Shipping dates are approximate and are based upon prompt in writing receipt of all necessary information and with approved drawings whenever required. Stenographic and clerical errors are subject to correction.

5. Price Policy

Prices are subject to change without notice. Applicable price adjustment clause(s) will be stated at the time of quotation and will be included as part of the quotation.

6. Delivery - Risk of Loss

All transportation costs shall be for the account of the Purchaser and shall be added to the invoice. The parts or equipment sent to the Company for repair shall be delivered by Purchaser F.O.B. the Company's Service Center. Repaired parts or equipment and other parts or equipment furnished by the Company shall be delivered to the Purchaser F.O.B. the Company's Service Center. Risk of loss of or damage to any parts or equipment furnished by the Company under the contract shall pass to the Purchaser F.O.B. the Company's Service Center. Title to any parts or equipment finished by the Company under the contract shall pass to Purchaser upon payment in full. Risk of loss or damage to the Purchaser's parts or equipment shall be with the Purchaser at all times.

7. Shipping Dates

Shipping and/or completion dates are approximate and are based on prompt receipt of all necessary information and approvals from the Purchaser. Unless the Purchaser stipulates on its Purchase Order that an earlier shipment is not permissible, the Company reserves the right to ship prior to the contract shipping date.

8. Force Majeure

a. The Company shall not be liable for failure to perform or for delay in performance due to fire, flood, strike labor issue(s), act of God, act of any governmental authority or of the Purchaser, embargo, fuel or energy shortage, car shortage, faulty castings or forgings, wrecks or delay in transportation, inability to obtain necessary labor, materials or manufacturing facilities from usual sources, unanticipated, hidden or concealed site conditions, or due to any cause beyond its reasonable control.

b. In the event of delay in performance due to any such cause, the date of delivery or time for completion will be extended by a period of time reasonably necessary to overcome the effect of such delay. The Company reserves the right to amend the purchase price as a result of increased costs from such delay.

9. Penalty Clauses

Under no circumstances shall the Company be liable or responsible for any penalty or liquidated damages of any kind, written or implied, nor shall Company be liable for any liabilities arising directly or indirectly out of such clauses, unless such penalty or liquidated damage provision has been accepted and approved by Company in writing by a duly authorized designated officer of the Company.

10. Warranty

a. The Company expressly warrants, subject to the terms, conditions, and limitations contained herein that: (a) any replacement or other parts furnished by it, or any work done by it on the Purchaser's equipment shall be free of defects in workmanship and materials, (b) any specialized tools, equipment and instruments for the use of which a charge is made to the Purchaser shall be adequate for the work to be performed, and (c) the services performed by it will be competent.

b. The Company shall, upon prompt written notice from the Purchaser, correct any failure to conform to any of the applicable foregoing warranties which is first manifested within a period of one (1) year after completion of the work, or shipment of the part. Such correction may, in the case of item (a) above, and at the election of the Company, be limited to the repair or replacement F.O.B. the Company's Service Center, of the defective part or parts furnished by it. In the case of any other breach of the foregoing warranty, the Company shall furnish its services or specialized tools, equipment and instruments, to the same extent as provided on the original work. It is understood and agreed that, unless otherwise agreed to in writing by the Company, the Company assumes no responsibility with respect to the suitability of the Purchaser's equipment or with respect to any latent defects in the same. In no event shall the Company be responsible for providing working access to the defect (which working access shall be the sole responsibility of the Purchaser), including the removal, disassembly, replacement or reinstallation of any equipment, materials or structures to the extent necessary to permit the Company to perform its warranty obligations, or transportation costs to and from the Company factory or repair facility, or for damage to equipment components or parts, resulting in whole or in part from improper maintenance or operation, or from their deteriorated condition. The condition of any tests shall be mutually agreed upon and the Company shall be notified of, and may be present at all tests that may be made.

c. The above warranty term does not apply to products which have a useful life, under normal use, inherently shorter than the one (1) year period indicated above in which instance the warranty shall extend only to that period of its useful life. The Company's sole responsibility with respect to products manufactured by the supplier is to extend to Purchaser the same warranty it receives from the supplier.

d. The Company warrants that any engineering studies performed by it will conform to good professional standards then existing at the time of performance. Any portion of the study which does not so conform shall be corrected by the Company upon notification in writing by the Purchaser within six (6) months after completion of the study.

e. All warranty work shall be performed on a single shift straight time basis, Monday through Friday. In the event that the product requires correction of warranty items on an overtime schedule, the premium portion of such overtime shall be for the Purchaser's account.

f. These warranties shall not apply to any work which (i) has been improperly repaired or altered (other than by Company); (ii) has been subjected to misuse, negligence or accident; (iii) has been installed, commissioned and used in a manner contrary to Company's instructions; (iv) is comprised of materials provided or design stipulated by Purchaser; (v) is used equipment; (vi) has been damaged by or subjected to abrasion, corrosion, or chemicals and gasses due to the physical environment or other conditions exceeding those specified, including without limitation temperature or dirt.

g. EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IN CONNECTION WITH THIS PURCHASE ORDER AND THE TRANSACTIONS CONTEMPLATED HEREBY. THE FOREGOING EXPRESS WARRANTIES ARE THE SOLE AND EXCLUSIVE WARRANTIES, AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ALL WARRANTIES AND MERCHANTABILITY OF FITNESS FOR A PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM ANY COURSE OF DEALING OR USAGE OR TRADE ARE EXPRESSLY DISCLAIMED HEREIN, WITH THE EXCEPTION SOLELY OF THE WARRANTY OF TITLE AND WARRANTY AGAINST PATENT INFRINGEMENT.

11. Limitation of Liability

a. THE COMPANY AND ITS CONTRACTORS. SUBCONTRACTORS, SUPPLIERS, AND OTHER AGENTS SHALL, UNDER NO CIRCUMSTANCES OR EVENT, BELIABLE TO PURCHASER IN EITHER CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR FOR LOSS OF PROFITS OR REVENUE, OR LOSS OF USE OF EQUIPMENT OR POWER SYSTEM ARISING DIRECTLY OR INDIRECTLY OUT OF THE WORK OR SERVICES PERFORMED BY THE COMPANY OR THE PARTS AND EQUIPMENT UTILIZED OR PROVIDED HEREIN. THE LIMITATION OF LIABILITY SET FORTH HEREIN SHALL ALSO APPLY TO ALL CLAIMS OF CUSTOMERS OF PURCHASER AND ANY DAMAGES SUSTAINED BY SUCH CUSTOMERS.

b. THE LIMITATION OF LIABILITY CONTAINED IN SUBPARAGRAPH a. ABOVE, BY WAY OF ILLUSTRATION, AND NOT BY WAY OF LIMITATION SHALL PERTAIN TO ANY AND ALL LIABILITY ARISING DIRECTLY OR INDIRECTLY OUT OF THE PERFORMANCE OR BREACH THEREOF OF ANY PURCHASE ORDER BY THE COMPANY, AND FROM ANY LIABILITY ASSOCIATED WITH THE MANUFACTURE, SALE, DELIVERY, INSTALLATION, SUPERVISION, DIRECTION, MAINTENANCE, REPAIR, OR USE OF ANY EQUIPMENT COVERED OR FURNISHED UNDER THE PURCHASE ORDER WHETHER SUCH DAMAGES ARISE IN contract, warranty, in tort (including negligence or otherwise).

c. THE TOTAL AMOUNT OF ANY AND ALL CUMULATIVE RECOVERY AGAINST THE COMPANY AND ITS CONTRACTORS, SUPPLIERS,

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SUBCONTRACTORS, AND OTHER AGENTS SHALL NOT UNDER ANY CIRCUMSTANCES WHATSOEVER EXCEED THE LESSER OF THE AMOUNT OF THE PURCHASE ORDER, INCLUDING ANY AND ALL CHANGES THERETO, OR THE AMOUNT OF TWO HUNDRED FIFTY THOUSAND DOLLARS ($250,000).

12. Insurance

During the performance of the Work, the Company shall obtain and maintain the following insurance:

a. Workman's Compensation Insurance and Employer's Liability Insurance as required by law;

b. Comprehensive General Liability Insurance with a limit of $1,000,000 each occurrence/aggregate for bodily injuries and with a limit of $1,000,000 each accident/aggregate for property damage.

c. Automobile Liability Insurance with a combined limit of $1,000,000 bodily injury and property damage.

If Purchaser so requests, the Company shall furnish Purchaser with certificates evidencing the foregoing coverage.

13. Nuclear Insurance – Indemnity

With respect to nuclear projects, the Purchaser or the owner of the facility shall have complete and proper insurance protection against liability and property damage which may result from a nuclear incident, and shall agree to indemnify the Company, its suppliers, employees, contractors, and subcontractors of and from any and all claims, actions, causes of actions, or lawsuits resulting from a nuclear incident.

14. Returns

No equipment, product, parts, or supplies may be returned without first securing the prior written approval and terms for return from the Company. The return of all of the aforesaid items shall not be permitted without a properly executed returned goods authority form accepted by the Company. All of such items returned which do not provide instructions strictly in accordance with the Company's authority or without charges prepaid will not be accepted. The Company reserves the right to refuse any of such items for credit. All materials returned and accepted will be subject to a minimum twenty percent (20%) restocking charge.

15. Termination

After acceptance by the Company, a Purchase Order shall not be terminated, in whole or in part, by the Purchaser except by agreement in writing from the Company and any such agreement will be contingent upon payment of reasonable charges based upon expenses already incurred and commitments made by the Company plus a charge of ten (10%) percent of the contract price to compensate for indirect costs resulting from the termination.

16. Patents

Subject to those limitations set forth herein and more specifically paragraphs 10 and 11, the Company will, at its own expense, defend any suit which may be brought against the Purchaser based on a claim that any equipment, materials, or services furnished by the Company under contract constitutes an infringement of any United States letters patent (provided the Company is notified promptly of such suit and copies of all papers therein are delivered to the Company), and the Company agrees to pay all judgments and costs recovered in any such suit and to reimburse the Purchaser for costs or expenses incurred in the defense of any such claim or suit. In case said apparatus or any part is held to constitute infringement and the use of the equipment, materials, or services is enjoined, the Company shall, at its own expense, either procure for the Purchaser the right to continue using the apparatus or part or replace with non-infringing equipment, materials, or services or modify it so it becomes non-infringing, or remove the equipment, materials, or services and refund the purchase price and the transportation and installation cost thereof. The indemnity obligations of this Section shall not apply to (i) equipment or programming specified by the Purchaser, (ii) modification made to equipment by the Purchaser or at its request, or (iii) use of equipment in combination with other equipment not supplied or approved by the Company hereunder. The foregoing states the entire liability of the Company for patent infringement by the equipment, materials, or services or any part thereof.

17. Taxes

Prices quoted are exclusive of any present or future federal, state or local sales, use or excise taxes. In states where such sales, use or excise taxes apply, they will be added to the invoice as a separate item unless the Purchaser has furnished an acceptable tax exemption certification from such tax prior to shipment.

18. Scrap Materials

All scrap materials become the property of the Company.

19. Containers

An extra charge will be made for returnable containers and special shipping devices. A refund will be made only if the containers are returned in good condition to the factory or other point designated by the Company within ninety (90) days from the date of original shipment charges prepaid.

20. Site Exclusions

The Company shall not be liable or responsible in any way for any liability arising from any unanticipated, hidden or concealed site conditions of Purchaser's site or for injury to person(s) or property which is caused by such condition.

21. Confidential Information

All financial, statistical, operating and personnel materials and information, including, but not limited to, manuals, designs, drawings and specifications, and computer software programs and related documentation relative to or utilized in the Company's business or in the business of any affiliate or subsidiary of the Company is acknowledged by the Purchaser to be the valuable and confidential property of the Company. The Purchaser shall keep and maintain the confidentiality of such information and shall instruct its agents, employees, contractors, and subcontractors of the requirement that such information remain confidential. The Purchaser shall not disclose, photocopy, or otherwise duplicate any such materials without the prior written consent of the Company. Any unauthorized use of such materials or information by the Purchaser shall not affect the Company's ownership rights or the confidential status of such information.

22. Non-Solicitation

Purchaser agrees that it will not directly or indirectly engage, employ, solicit, or contact with a view toward the engagement or employment any person who is employed by or who acts as an independent contractor on behalf of the Company during the timeframe during services are rendered to Purchaser, and for a period of one (1) year after the completion of the project. In the event of any threatened breach of this non-solicitation provision, Company shall be entitled to injunctive relief by way of an Order to Show Cause, Temporary Restraining Order, Temporary Injunction, and Permanent Injunction without the necessity of posting bond.

23. Default/Breach

In addition to all other remedies available to Company, the Purchaser shall be liable and responsible to Company for any and all reasonable attorney's fees, costs, and expenses incurred with respect to enforcing the provisions of the terms and conditions of this Agreement including, but not limited to, all payment obligations required hereunder in the event of any default or breach of any terms and conditions contained herein by Purchaser.

24. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the state of Missouri.

25. Forum Selection Provision

[The Company and Purchaser and all persons claiming any rights or privileges hereunder agree that the Circuit Court of St. Louis County, Missouri or the United States District Court for the Eastern District of Missouri shall be the sole and exclusive forum for the commencement and prosecution of any lawsuit. The Company and Purchase agree to waive any and all objections they have to such forum and to jurisdiction, and agree that this provision is reasonable and affords access to the courts to all parties concerned hereunder. This section may be used by any party as a bar to any action filed in any other jurisdiction or in any other venue.]

26. Customer Responsibilities

Our delivery of the services provided herein at the fees set forth herein are dependent, among other things, upon your involvement in all aspects of the services rendered; your ability to provide accurate and complete information as required; your timely and effective completion of any responsibilities assigned to you; and timely decisions and approval by your management. You will be required to provide adequate work facilities either onsite or offsite, as may be reasonably acceptable to us.

27. Entire Agreement.

The terms and conditions herein, including all documents executed by the parties and pertaining hereto, constitute the entire agreement and understanding between the parties and supersedes any prior understandings, agreements, or representations by or among the parties, whether oral or written.

28. Amendment and Waivers

No changes, deletions, additions, or amendment to the Purchase Order and Terms and Conditions contained herein shall be valid unless in writing duly executed by each of the parties hereto.

29. Severability.

Any term or provisions of the Purchaser Order and the Terms and Conditions contained herein that is invalid or unenforceable in any situation shall not affect the validity or enforceability of the remaining Terms and Conditions contained herein, and said remaining provisions shall continue with full force and effect as if such unenforceable or invalid provision shall not have been inserted in the first instance.

Accepted by: _____
Title: _____
PO #: _____
Date: _____

Confidential

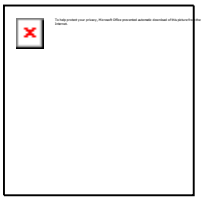
10/29/2025 04:24:51 PM

John.Lavelle

From: Reuben Mitchell <r.mitchell@asherpower.com>
Sent: Tuesday, October 7, 2025 3:56 PM
To: John.Lavelle
Cc: Chandler.Petersen; Nate Ireton
Subject: Re: [External]Rental

See corrected amount.

9000+6500+**2550**=$18,050



Reuben Mitchell
Founder
918.902.4259
r.mitchell@asherpower.com
"Power with Integrity"

On Tue, Oct 7, 2025 at 3:51 PM John.Lavelle <John.Lavelle@kiewit.com> wrote:

> So to get us to completion, October rent would be the standard $9000? And then the pro-rated November rent would be $6500. Plus the shipping of $2550.
>
> So it'd be $9000 + $6500 + $2250? = $17,750
>
> Is that correct?

Confidential

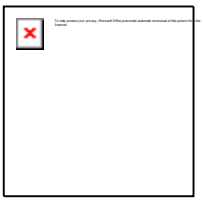
10/29/2025 04:24:51 PM

From: Reuben Mitchell <r.mitchell@asherpower.com>
Sent: Tuesday, October 7, 2025 11:51 AM
To: John.Lavelle <John.Lavelle@kiewit.com>
Cc: Chandler.Petersen <Chandler.Petersen@kiewit.com>; Nate Ireton <n.ireton@asherpower.com>
Subject: Re: [External]Rental

$2550 if it is the 12th.

Final bill will be $2550+6500=$9,050

Please let me know if this works for you and i'll get it on the schedule



Reuben Mitchell

Founder

918.902.4259

r.mitchell@asherpower.com

"Power with Integrity"

On Tue, Oct 7, 2025 at 8:46 AM John.Lavelle <John.Lavelle@kiewit.com> wrote:

> Sorry, didn't think about the holiday.
>
> If you picked it up on the 12th, what would the pickup cost be?

Confidential

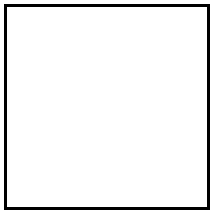
10/29/2025 04:24:51 PM

From: Reuben Mitchell <r.mitchell@asherpower.com>
Sent: Tuesday, October 7, 2025 8:44 AM
To: John.Lavelle <John.Lavelle@kiewit.com>
Cc: Chandler.Petersen <Chandler.Petersen@kiewit.com>; Nate Ireton <n.ireton@asherpower.com>
Subject: Re: [External]Rental

Pickup Estimate: $3440

Total last invoice looks to be $6500+3440= $9,940

Please keep in mind that the 11th is veterans day so pickup will be a little high.



Reuben Mitchell

Founder

918.902.4259

r.mitchell@asherpower.com

"Power with Integrity"

On Tue, Oct 7, 2025 at 7:30 AM Reuben Mitchell <r.mitchell@asherpower.com> wrote:

> Yes. I'll get this this over shortly

Confidential

10/29/2025 04:24:51 PM

Reuben Mitchell

Founder

918.902.4259

r.mitchell@asherpower.com

"Power with Integrity"

On Tue, Oct 7, 2025 at 7:28 AM John.Lavelle <John.Lavelle@kiewit.com> wrote:

> Good morning Reuben,
>
> Is there any way you can send that quote over this morning for the extra rent and pickup charge? I want to give the Client a head's up about the cost.
>
> Thanks,

Confidential

10/29/2025 04:24:51 PM

JOHN LAVELLE, *Assoc. DBIA*

Project Engineer

KIEWIT WATER FACILITIES SOUTH CO.

302 Cliff Hestand Road, Sherman, TX 75090

562-325-2645

john.lavelle@kiewit.com

From: Chandler.Petersen <Chandler.Petersen@kiewit.com>
Sent: Monday, October 6, 2025 8:41 AM
To: Reuben Mitchell <r.mitchell@asherpower.com>
Cc: John.Lavelle <John.Lavelle@Kiewit.com>
Subject: Re: [External]Rental

Reuben,

Could you send a quote including October's rent, November prorated amount and the Pick-up charge to John (cc'd) as well?

Thank you,

Confidential

CITY OF SHERMAN CMAR
10/29/2025 04:24:51 PM

302 Cliff Hestand Rd Sherman TX, 75090

O: 303-723-7194 M:430-666-1420

Kiewit.com

From: Chandler.Petersen <Chandler.Petersen@kiewit.com>
Sent: Monday, October 6, 2025 7:48 AM
To: Reuben Mitchell <r.mitchell@asherpower.com>
Cc: John.Lavelle <John.Lavelle@Kiewit.com>
Subject: Re: [External]Rental

Reuben,

They will be switching over to the permanent power on the 10th so it could be picked up that same day. However I think a safer bet to avoid idle time would be to pick it up the morning of November 11th.

Thank you,

Confidential

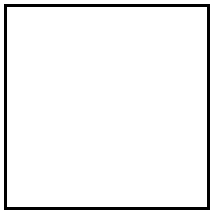
CITY OF SHERMAN CMAR
10/29/2025 04:24:51 PM
302 Cliff Hestand Rd Sherman TX, 75090

O: 303-723-7194 M:430-666-1420

Kiewit.com

From: Reuben Mitchell <r.mitchell@asherpower.com>
Sent: Saturday, October 4, 2025 12:20 PM
To: Chandler.Petersen <Chandler.Petersen@kiewit.com>
Subject: Re: [External]Rental

You need this picked up the 10th correct?



Reuben Mitchell

Founder

918.902.4259

r.mitchell@asherpower.com

"Power with Integrity"

On Mon, Sep 22, 2025 at 4:38 PM Reuben Mitchell <r.mitchell@asherpower.com> wrote:

> That is correct. It will be prorated.

Confidential

10/30/2025 05:55:11 PM

Cost Breakdown Structure (CBS) Register

KIEWIT CORPORATION
20053365-136123-01P - Sherman PCO Backup--Sherman WWTP Construction

CBS Position Code	Description	Quantity	Unit of Measure (Uom)	Manhours (MH)	Man Count	Equipment Count	Production (UOM/Mh)	Production UOM/Crew Hr	Unit Cost	Total Cost	Labor Cost	Construction Equipment Cost	Materials Cost	Supplies Cost	Subcontract Cost
4.1.9.2	PCO #0096 R1 - Eliminate Remaining Permanent PMS Scope	1.00	Each	-12.05	4.00	2.00	-0.09	-0.09	($18,686.31)	($18,686.31)	($878.19)	($783.90)	($262.50)	$0.00	($13,704.01)
4.1.9.2.1	A - Direct Cost (Labor)	1.00	Each	-8.00	2.00	0.00	-0.13	-0.25	($615.69)	($615.69)	($615.69)	$0.00	$0.00	$0.00	$0.00
4.1.9.2.1.1	Credit for Setting the Permanent PMS	1.00	Each	-8.00	2.00	0.00	-0.13	-0.25	($615.69)	($615.69)	($615.69)	$0.00	$0.00	$0.00	$0.00
4.1.9.2.2	B - Direct Cost (Supervision)	1.00	Each	-3.25	2.00	0.00	-0.31	-0.31	($525.00)	($525.00)	($262.50)	$0.00	($262.50)	$0.00	$0.00
4.1.9.2.2.1	FE	1.00	Each	-1.75	1.00	0.00	-0.57	-0.57	($262.50)	($262.50)	($262.50)	$0.00	$0.00	$0.00	$0.00
4.1.9.2.2.2	Superintendent	1.00	Each	-1.50	1.00	0.00	-0.67	-0.67	($262.50)	($262.50)	$0.00	$0.00	($262.50)	$0.00	$0.00
4.1.9.2.3	C - Direct Cost (PM, Supplies, Equipment, Subs)	1.00	Each	-0.80	0.00	2.00	0.00	-0.25	($14,487.91)	($14,487.91)	$0.00	($783.90)	$0.00	$0.00	($13,704.01)
4.1.9.2.3.1	Alterman Proposal	1.00	Each	0.00	0.00	0.00	0.00	0.00	($11,154.01)	($11,154.01)	$0.00	$0.00	$0.00	$0.00	($11,154.01)
4.1.9.2.3.2	Equipment - Credit for Setting the Permanent PMS	1.00	Each	-0.80	0.00	2.00	0.00	-0.25	($783.90)	($783.90)	$0.00	($783.90)	$0.00	$0.00	$0.00
4.1.9.2.3.2.1	Forklift & Foreman Truck	1.00	Each	-0.80	0.00	2.00	0.00	-0.25	($783.90)	($783.90)	$0.00	($783.90)	$0.00	$0.00	$0.00
4.1.9.2.3.3	PMS Rental - Asher Power - Pickup Charge Credit	1.00	Each	0.00	0.00	0.00	0.00	0.00	($2,550.00)	($2,550.00)	$0.00	$0.00	$0.00	$0.00	($2,550.00)
4.1.9.2.4	D- Indirect Cost	1.00	Each	0.00	0.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
4.1.9.2.5	E - Est. B&I/COMM (1.50%)	1.00	Each	0.00	0.00	0.00	0.00	0.00	($234.43)	($234.43)	$0.00	$0.00	$0.00	$0.00	$0.00
4.1.9.2.6	F - G&A (9.622%)	1.00	Each	0.00	0.00	0.00	0.00	0.00	($1,467.10)	($1,467.10)	$0.00	$0.00	$0.00	$0.00	$0.00
4.1.9.2.7	G - Fee (8.50%)	1.00	Each	0.00	0.00	0.00	0.00	0.00	($1,356.18)	($1,356.18)	$0.00	$0.00	$0.00	$0.00	$0.00

Confidential

10/30/2025 05:55:11 PM

PCO-0096 R1 Eliminate Remaining Permanent PMS Scope

A	**DIRECTS - Labor**			
		LABOR	$	(615.69)
B	**DIRECTS - Supervision**			
		Supervision	$	(525.00)
C	**DIRECTS - Equip, PM, Supply, Subs**			
		Total	$	(14,487.91)
D	**Indirect Cost**			
		Itemized	$	-
E	**Est. Bonds/Insurance**			
	(on A, B, C, D)	1.50%	$	(234.43)
F	**G&A**			
	(on B, C, D, E)	9.622%	$	(1,467.10)
G	**Fee**			
	(on C, F)	8.50%	$	(1,356.18)
		TOTAL	**$**	**(18,686.31)**

Confidential

10/30/2025 05:55:11 PM

All Resource Register

KIEWIT CORPORATION
20053365-136123-01P - Sherman PCO Backup--Sherman WWTP Construction

Resource Type	Resource Code	Description	Unit Cost (Scale 1)	Unit Cost (Scale 2)	Unit Cost (Scale 3)	Utilization Count	Unit of Measure
Construction Equipment Rate	2.48.028.00 (1).1 - BLUEBOOK	>10,000 lb. Extendable	$139.29	$0.00	$0.00	-4.00	Hour
Construction Equipment Rate	2.02.006.00 (1).2 - BLUEBOOK	1/2 Ton Pickup - Direct	$39.60	$0.00	$0.00	-4.00	Hour
Labor Rate	1.C.01.1.03.2	Laborer Certified (Journeyman) - 2024 RATES	$60.33	$75.73	$91.14	-4.00	Hour
Labor Rate	1.C.52.1.07.2 - 2024 RATE	Maintenance Mechanic (for equip maint only) - 2024 RATES	$80.35	$105.77	$131.19	-0.80	Hour
Labor Rate	1.C.52.1.02.2	Operator Foreman - 2024 RATES	$84.97	$112.70	$140.43	-4.00	Hour
Labor Rate	1.S.10.2.01 (1) (1)	Discipline Field Engineer - 2024	$150.00	$150.00	$150.00	-1.75	Hour
Labor Rate	DISCIPLINE SUPERINTENDENT	Discipline Superintendent - 2024	$175.00	$175.00	$175.00	-1.50	Hour
Unique Rate	PCO-0096 ALTERMAN	PCO-0096 ALTERMAN	($11,154.01)	$0.00	$0.00	1.00	Each
Unique Rate	7.ELEC.TEMP PMS PICKUP CREDIT	Temporary Pad Mounted Switch Rental - Asher Power Pickup Charge	($2,550.00)	$0.00	$0.00	1.00	PLS

Commercial Bid Form Exception Tab			
Number	Section	Exception Notes	Revised Pricing Information
1		CMAR has captured the monthly rental of the temporary pad mounted switchgear through November 12th, 2025. This was explained and shown in PCO-095 Temporary Pad Mounted Switch Additional Monthly Rent. Any additional rent cost beyond that date will not be at the expense of the CMAR as the scope will be transferred to the other electrical subcontractor responsible for the 15kV Loop Project.	
2		CMAR is not responsible for the startup and testing, or delivery of startup documentation of the permanent pad mounted switchgear as they are no longer the ones installing it.	
3		CMAR is not responsible for damages to equipment or systems of the plant caused during the swap over from the temporary to the permanent pad mounted switchgear.	
4		CMAR is not responsible for damages to equipment or systems of the plant caused by the startup of the permanent pad mounted switchgear.	
5		CMAR is not responsible for testing or checking phase rotation of the new power source or any damages or changes required to the South Plant if phasing differs from the start up power currently supplied.	
6			
7			
8			
9			
10			

SUPPORTING DOCUMENTATION

06 - COSK-KWT-PCO0078 WCD-040 R1 Temporary Pad Mounted Switch and WCD-043 Various

07 - PCO-0095 Temporary Pad Mounted Switch Additional Monthly Rent

PCO 0078 and PCO 0095 remain attached by reference. The files were removed by Ron Mick on 10/31/25 to reduce pages.

PLUMMER

Potential Change Order (PCO) Request

PROJECT NO:1422-005-03

PROJECT: South Wastewater Treatment Plant - MBR
OWNER: City of Sherman
CONTRACTOR: Kiewit Construction South
ENGINEER: Plummer Associates, Inc.
PCO NO.: 097

DESCRIPTION: Electrical Changes

NOTIFICATION BY CONTRACTOR

The Contractor proposes to make the additions, modifications, or deletions to the Work described in the Contract Documents, as shown in Attachment "A" and requests that you take the following action:

- ☐ Notify us that you concur that this change does not require a change in Contract time or amount and issue a Field Order.
- ☒ Issue a Change Order for performing the described change. Change in Contract amount is indicated in the attached detailed cost breakdown of labor, materials, equipment and all other costs associated with this change. Impacts on Contract Time are shown in the attached revised schedule.
- ☐ Authorize the Contractor to proceed with the described change. Payment will be requested at the unit price bid.
- ☐ Authorize the Contractor to proceed with the change under the time and materials provisions of the Contract.
- ☐ Authorize this change utilizing Approval of Contingency Fund.

By: Kory Kyllo Date: 11/03/2025

ENGINEER'S RESPONSE

We respond to your request as follows: Recommended total Value of PCO 097 is $55,374.50

- ☐ We concur that this is a no cost or time change. See attached/forthcoming Field Order No. / comments.
- ☐ Your proposal is recommended to the Owner with funding authorized by use of project Contingency Fund.
- ☒ Your proposal is recommended to the Owner. See attached/forthcoming proposed Change Order.
- ☐ Proceed with the change at the unit price bid.
- ☐ Proceed with the change under the time and materials provisions of the Contract.
- ☐ Additional information is required to evaluate this request. Provide information as described in the attached comments and resubmit.
- ☐ Potential Change Order Request is not accepted.

Construction Manager: Brian Beach Date: 11/5/25

Engineer: Date: 11-5-2025

Program Manager: Date: 11/4/25

Owner: Thom J. Smith P.E. Date: 11/5/2025

PAPE-DAWSON ENGINEERS

Project: COSK South Wastewater Treatment Plant - MBR Project

Owner: City of Sherman

Subject: Potential Change Order Review Memorandum

PCO097 – Electrical Changes

Date: 11/3/25

This Potential Change Order (PCO) is provided in response to two requests for changes to electrical systems. First, is an adjustment in cable tray covers at the bioreactor basin which were determined to be insufficient for wind loads on these outdoor cable trays after a storm late in construction – the engineer provided verbal direction to upgrade the cover fastening screws to prevent future damage. Second is a re-routing of exposed conduits in the MBR support building office space – city staff requested that these conduits not be exposed in the office and they were re-routed after installation. This PCO provides for the cost of all labor, materials, supervision, and equipment needed to make these changes.

Below is a summary table of the history of this Potential Change Order (PCO) showing all submittals and total cost. Written comments and responses that were made on the PCO are included at the end of the PCO documentation

ID Number	Source (WCD, RFI, PCM)	Title	Submitted Date	Response Date	Total Cost or (Credit)
PCO 097	verbal field direction	Electrical Changes	11/3/2025	11/3/2025	$55,374.50

Reviews were provided by Plummer and Pape Dawson. It is the opinion of the combined project team that the cost provided in the final revision is an accurate cost for the work added and approval is recommended.

POTENTIAL CHANGE ORDER

Kiewit

Date: 11/03/2025	Potential Change Order #: PCO-0097	Revision #: 00
To: City of Sherman (COS) 220 W. Mulberry Street Sherman, TX 75090	Contract #: 1513-U Construction Manager at Risk (CMAR)	Project: South WWTP - MBR

Drawing, Specification, Equipment Number or Other Reference: COSK-ALT-SUB-VEN-0157 Cable Tray Covers

Description of the Proposed Change Order Work: Electrical Changes

CMAR has worked with its electrical Subcontractor, Alterman, to identify Changes that have occurred towards the end of the project. CMAR is providing this PCO in accordance with General Conditions 1.01 A. 51., 10.01 A. and B., and 10.03 A. This PCO is also submitted in accordance with General Conditions 12.01.B.2 and the value of the Work will be determined by a mutually agreed lump sum. This mutually agreed lump sum is only applicable to this specific PCO-0097.

CMAR met with its electrical subcontractor, Alterman, on October 28th, 2025 to discuss contract closeout as the project is coming to an end. Alterman communicated that there have been recent Changes to their contractual work and are looking to get compensated for their efforts in making those Changes. These include requests from the City to change conduit routing in the MBR Support Building to avoid surface mounting it in the office, and the request for upsizing and adding additional screws and washers on the BRB cable tray covers.

There is no current schedule impact from the additional scope identified in this PCO.

Kiewit Water Facilities South Co.'s proposal for this package represents $55,374.50

This estimate is based on a 6-day workweek, 10 hours per day.

Kiewit has marked pages in this document “confidential” as they contain proprietary rates and other information that are trade secrets in reference to Texas Government Code 552.110.

This quote is valid for 30 days from date of submission in accordance with General Conditions 10.05 C. CMAR reserves the right to update the cost if those 30 days are exceeded.

Construction				**Estimated Effect on Contract Price**
Lump Sum ($)				Change Impact ($)
$55,374.50				**$55,374.50**

Detailed components of above categories must accompany this estimate (discipline, craft, commodity of material, etc.)

Estimated Effect on Project Schedule (calendar days)		**Estimated Effect on Contract Terms**
Substantial Completion	N/A	N/A
Final Completion	N/A	N/A

Recommended by: Kiewit Water Facilities South Co.

Project Manager: _____ 11/3/2025

Contractor Date

Basis of Estimate: Electrical Changes

Summary

1. **A – Direct Cost (Labor)**	Sub-Total	$0.00
2. **B – Direct Cost (Supervision)**	Sub-Total	$0.00
3. **C – Direct Cost (PM, Supplies, Equipment, Subs)**	Sub-Total	$45,917.18
4. **D – Indirect Cost**	Sub-Total	$0.00
5. **E – Est. B&I / COMM (1.50%)**	Sub-Total	$688.76
6. **F – G&A (9.622%)**	Sub-Total	$4,484.42
7. **G – Fee (8.50%)**	Sub-Total	$4,284.14
	Grand Total	**$55,374.50**

Initiator

The City and Engineer had requests or added items to the electrical scope that led to Changes made by the CMAR's electrical subcontractor, Alterman.

Merit

The City and Engineer had requests or added items to the electrical scope that led to Changes made by the CMAR's electrical subcontractor, Alterman.

Summary

CMAR met with its electrical subcontractor, Alterman, on October 28th, 2025 to discuss contract closeout as the project is coming to an end. Alterman communicated that there have been Changes to their contractual work over the last few months and are looking to get compensated for their efforts in making those changes. These include the following:

Conduit in the MBR Support Building office was originally planned to be surface mounted, as the hat channel wall framing called for in the drawings was too shallow to allow the conduit to run through the wall. Alterman installed the conduit and wire this way, but Jeff Rigdon with the City stated that he did not like the look of the surface mounted conduit, and requested it be placed behind the storage room wall on the north side of the office, to help conceal it from the office. This request required Alterman to remove the already-installed conduit and wire, core holes in the CMU, and run additional conduit and fittings down the wall of the storage room and back into the office. See snippet of drawing E-555 and picture of rerouted conduit below.

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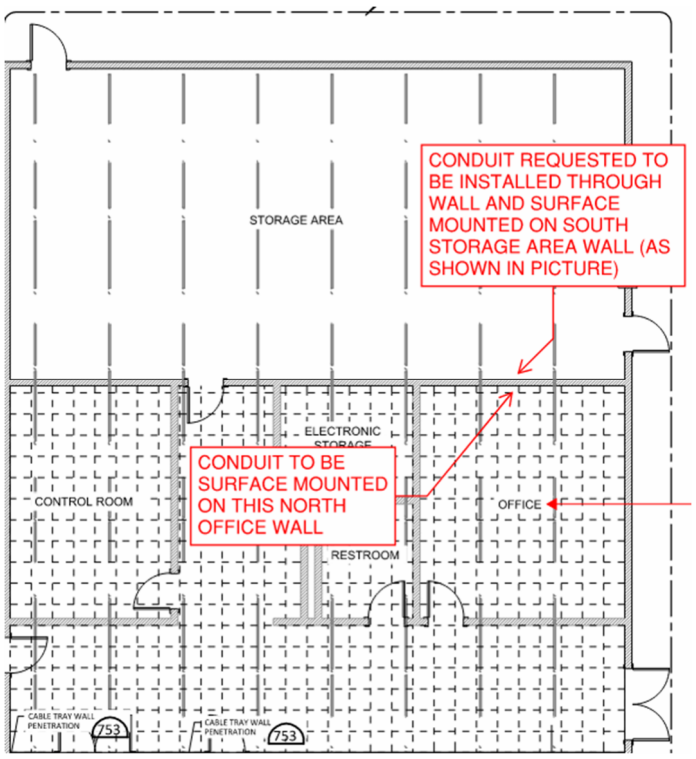
2050 Roanoke Rd, Westlake, TX 76262



Snippet of E-555



Rerouted conduit on south storage room wall

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Lastly, there was a recent request to add additional screws to the cable tray covers at the BRB. Alterman initially installed the cable tray per the approved submittal, COSK-ALT-SUB-VEN-0157 Cable Tray Covers. They were installed with 6 screws each, as shown in the approved submittal. A 10LF cover would receive screws at the ends and in the middle at roughly 5LF. During final electrical punchlist walks, it was brought up by the Engineer that they noticed warping due to thermal expansion, and they requested that more screws be installed. Later, on September 21st, 2025, a high-wind storm event occurred, which caused some of the covers to come off. The Engineer was concerned that the covers would have future issues with other wind events. A meeting was a setup with the cable tray cover manufacturer, CTI, to discuss the situation. CTI stated that their design was based on Specification 26 05 36 Cable Trays for Electrical Systems, and this specification does not specify a wind rating. The Engineer then took it upon themselves to design and specify a wind rating for CTI to follow. It was determined by the Engineer to design the tray covers for a once a year 80 mph wind. CTI reviewed the design requirements for that wind speed and determined that screws with washers would be needed every 12" on center. The Engineer then stated to upsize the screws as well if using the same holes as the previously drilled screws. Alterman proceeded with this request, installing 1/8" bigger screws and washers every 12" O.C. This Change involved the procurement of the screws and washers, and multiple days of installation.

See attachments for a breakdown.

1. **A - Direct Cost (Labor)**

Total	$0.00

No Direct Cost (Labor) included in PCO-0097.

2. **B - Direct Cost (Supervision)**

Total	$0.00

No Direct Cost (Supervision) included in PCO-0097.

3. **C - Direct Cost (PM, Supplies, Equipment, Subs)**

Total	$45,917.18

The following is captured under C - Direct Cost (PM, Supplies, Equipment, Subs): Alterman Backup Costs with costs for additional work to complete the Changes described in Basis of Estimate above.

See attachments for a breakdown.

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4. **D - Indirect Cost**

Total	$0.00

5. **E - Est. B&I / COMM (1.50%)**

Total	$688.76

Est. Bond and Insurance / Commercial required for PCO 97.

6. **F - G&A (9.622%)**

Total	$4,484.42

General and Administrative expenses required for PCO 97.

7. **G - Fee (8.50%)**

Total	$4,284.14

Attachments

1. Alterman MBR Receptacles Backup
2. Alterman BRB Cable Tray Cover Backup
3. COSK-ALT-SUB-VEN-0157 Cable Tray Covers
4. Email Conversation and Direction Regarding Cable Tray Cover Screws
5. PCO 0097 Cost Breakdown Structure
6. PCO 0097 Resource Rate Register

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Alterman
employee owned

635101 - 012 WORK ORDER

JOB NAME	General Foreman	JOB NUMBER	DATE
Sherman WWTP	Denis Turcios	635101	7/7/2025

DESCRIPTION OF WORK: Demo conduit, boxes and wire previously installed due to WCD. Mark holes on north wall start to core wall.

Project # 635101

QUANTITY	ITEMS DESCRIPTION OR EQUIPMENT	PRICE	TOTAL
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
4	perdiem	$ 100.00	$ 400.00
	TOTAL		$ 400.00

NAME	CLASSIFICATION	RATE	RATE OT	RT	OT	TOTAL HOURS
Epifanio Peralta	JIW	$90.00	$135.00	8	2	
Demeatric Callaway	JIW	$90.00	$135.00	8	2	
Juan Fraga	General Foreman	$117.00	$176.00	4	0	
DenisTurcios	General Foreman	$117.00	$176.00	4	0	28
						TOTAL TIME
						$2,916.00
						TOTAL
						$ 3,316.00

ALTERMAN REPRESENTATIVE	DATE
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635101 - 013 WORK ORDER

JOB NAME	General Foreman	JOB NUMBER	DATE
Sherman WWTP	Denis Turcios	635101	6/8/2025

DESCRIPTION OF WORK: Continued to core hole through wall (hit rebar and dificult to penetrate).

Project # 635101

QUANTITY	ITEMS DESCRIPTION OR EQUIPMENT	PRICE	TOTAL
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
3	perdiem	$ 100.00	$ 300.00
	TOTAL		$ 300.00

NAME	CLASSIFICATION	RATE	RATE OT	RT	OT	TOTAL HOURS
Epifanio Peralta	JIW	$90.00	$135.00	8	2	
Demeatric Callaway	JIW	$90.00	$135.00	8	2	
Juan Fraga	General Foreman	$117.00	$176.00	4	0	
						24
						TOTAL TIME
						$2,448.00
						TOTAL
						$ 2,748.00

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Alterman
employee owned

635101 - 013 WORK ORDER

JOB NAME	General Foreman	JOB NUMBER	DATE
Sherman WWTP	Denis Turcios	635101	7/9/2025

DESCRIPTION OF WORK: Finished coring holes through north wall. Installed conduit from top of north wall to Storage room and installed LB condulet.

Project # 635101

QUANTITY	ITEMS DESCRIPTION OR EQUIPMENT	PRICE	TOTAL
1	Materials - See Attached	$ 308.92	$ 370.70
1	UTV Rental	$ 190.00	$ 228.00
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
3	perdiem	$ 100.00	$ 300.00
	TOTAL		$ 898.70

NAME	CLASSIFICATION	RATE	RATE OT	RT	OT	TOTAL HOURS
Epifanio Peralta	JIW	$90.00	$135.00	0	0	
Demeatric Callaway	JIW	$90.00	$135.00	0	0	
Juan Fraga	General Foreman	$117.00	$176.00	0	0	
				0	0	0
					0	TOTAL TIME
					0	
					0	$0.00
					0	TOTAL
						$ 898.70

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Alterman - TM Work Order Office Receptacles
7/9/2025
Quote #TMWOO719

Line	Description	Part Number	Quantity	Cost/Unit	UOM(E, C, M)	Extended Price	
1	10' OF 3/4" ARC		30	$ 105.67	C	$ 31.70	
2	3/4" Minerallac strap	6H1	4	$ 126.33	C	$ 5.05	
3	tapcons 316ss		4	$ 303.23	C	$ 12.13	
4	3/4" LB condulets covers w/ gaskets	LB27CG-TB	6	$ 43.34	E	$ 260.04	
5							
					TOTAL:	$ 308.92	

F.O.B. Point of Shipment. The prices stated in this offer shall, unless renewed, automatically expire fifteen days (15) from the date of this offer. Prices quoted are subject to adjustment should Duty and Tariff rates change from time of bid/quotation to time of order. WESCO reserves the right to adjust its pricing for Goods affected directly or indirectly by changing duties/tariffs/trade agreements and significant currency fluctuations.

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Alterman
employee owned

635101 - 015 WORK ORDER

JOB NAME	General Foreman	JOB NUMBER	DATE
Sherman WWTP	Denis Turcios	635101	7/10/2025

DESCRIPTION OF WORK: Continued to install conduit on south wall of storage room from top to bottom and add LB at bottom to penetrate back to office room. Continue to install conduit in bottom of office room.

Project # 635101

QUANTITY	ITEMS DESCRIPTION OR EQUIPMENT	PRICE	TOTAL
1	Materials - See Attached	$ 321.82	$ 386.18
1	UTV Rental	$ 190.00	$ 228.00
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
4	perdiem	$ 100.00	$ 400.00
	TOTAL		$ 1,014.18

NAME	CLASSIFICATION	RATE	RATE OT	RT	OT	TOTAL HOURS
Epifanio Peralta	JIW	$90.00	$135.00	8	2	
Demeatric Callaway	JIW	$90.00	$135.00	8	2	
Miguel Pantoja	JIW	$90.00	$135.00	8	2	
Juan Fraga	General Foreman	$117.00	$176.00	4		34
						TOTAL TIME
						$3,438.00
						TOTAL
						$ 4,452.18

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Alterman - TM Work Order Office Receptacles
7/10/2025
Quote #TMWOO710

Line	Description	Part Number	Quantity	Cost/Unit	UOM(E, C, M)	Extended Price	
1	10' of 3/4" ARC		80	$ 105.67	C	$ 84.53	
2	3/4" Minerallac strap	6H1	12	$ 126.33	C	$ 15.16	
3	tapcons 316ss		12	$ 303.23	C	$ 36.39	
4	3/4" LB condulets covers w/ gasket	LB27CG-TB	6	$ 30.96	E	$ 185.74	
5				$ -		FALSE	
					TOTAL:	$ 321.82	

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Alterman
employee owned

635101 - 016 WORK ORDER

JOB NAME	General Foreman	JOB NUMBER	DATE
Sherman WWTP	Denis Turcios	635101	7/10/2025

DESCRIPTION OF WORK: Continued to install conduit in office room. Install boxes for receptacles and data ports Pull wire to receptacles and data ports.

Project # 635101

QUANTITY	ITEMS DESCRIPTION OR EQUIPMENT	PRICE	TOTAL
1	Materials - See Attached	$ 27.75	$ 33.30
1	UTV Rental	$ 190.00	$ 228.00
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
4	perdiem	$ 100.00	$ 400.00
TOTAL			$ 661.30

NAME	CLASSIFICATION	RATE	RATE OT	RT	OT	TOTAL HOURS
Epifanio Peralta	JIW	$90.00	$135.00	8	2	
Demeatric Callaway	JIW	$90.00	$135.00	8	2	
Miguel Pantoja	JIW	$90.00	$135.00	8	2	
Juan Fraga	General Foreman	$117.00	$176.00	4		34
						TOTAL TIME
						$3,438.00
						TOTAL
						$ 4,099.30

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Alterman - TM Work Order Office Receptacles
7/11/2025
Quote #TMWOO711

Line	Description	Part Number	Quantity	Cost/Unit	UOM(E, C, M)	Extended Price	
1	10' OF 3/4" ARC		10	$ 105.67	C	$ 10.57	
2	3/4" Minerallac Strap	6H1	4	$ 126.33	C	$ 5.05	
3	tapcons 316ss		4	$ 303.23	C	$ 12.13	
4							
					TOTAL:	$ 27.75	

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Alterman
employee owned

635101 - 025 WORK ORDER

JOB NAME	General Foreman	JOB NUMBER	DATE
Sherman WWTP	Denis Turcios	635101	10/22/2025

DESCRIPTION OF WORK: Remove 1/4" screws of train 4 cable tray covers. Install 3/8" screws with washers every 12" on cable tray cover.

Project # 635101

QUANTITY	ITEMS DESCRIPTION OR EQUIPMENT	PRICE	TOTAL
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
3	perdiem	$ 100.00	$ 300.00
	TOTAL		$ 300.00

NAME	CLASSIFICATION	RATE	RATE OT	RT	OT	TOTAL HOURS
Denis Turcios	GF	$117.00	$176.00	8	0	
Roy Rosas	JIW	$90.00	$135.00	8	0	
Jordan Biagi	JIW	$90.00	$135.00	8	0	
				0	0	24
					0	TOTAL TIME
					0	
					0	$2,376.00
					0	TOTAL
						$ 2,676.00

ALTERMAN REPRESENTATIVE	DATE
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	10/23/2025

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Alterman
employee owned

635101 - 026 WORK ORDER

JOB NAME	General Foreman	JOB NUMBER	DATE
Sherman WWTP	Denis Turcios	635101	10/23/2025

DESCRIPTION OF WORK: Remove 1/4" screws of train 4 cable tray covers. Install 3/8" screws with washers every 12" on cable tray cover.

Project # 635101

QUANTITY	ITEMS DESCRIPTION OR EQUIPMENT	PRICE	TOTAL
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
4	perdiem	$ 100.00	$ 400.00
	TOTAL		$ 400.00

NAME	CLASSIFICATION	RATE	RATE OT	RT	OT	TOTAL HOURS
Denis Turcios	GF	$117.00	$176.00	8	0	
Roy Rosas	JIW	$90.00	$135.00	8	0	
Jordan Biagi	JIW	$90.00	$135.00	8	0	
Oscalido Vargas	JIW	$ 90.00	$135.00	8	0	32
					0	TOTAL TIME
					0	
					0	$3,096.00
					0	TOTAL
						$ 3,496.00

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Alterman
employee owned

635101 - 027 WORK ORDER

JOB NAME	General Foreman	JOB NUMBER	DATE
Sherman WWTP	Denis Turcios	635101	10/24/2025

DESCRIPTION OF WORK: Remove 1/4" screws of train 4,3 and 2 cable tray covers. Install 3/8" screws with washers eve 12" on cable tray cover.

Project # 635101

QUANTITY	ITEMS DESCRIPTION OR EQUIPMENT	PRICE	TOTAL
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
6	perdiem	$ 100.00	$ 600.00
	TOTAL		$ 600.00

NAME	CLASSIFICATION	RATE	RATE OT	RT	OT	TOTAL HOURS
Denis Turcios	GF	$117.00	$176.00	8	0	
Roy Rosas	JIW	$90.00	$135.00	8	0	
Ruben Cantu	JIW	$90.00	$135.00	8	0	
Jorge Guzman	Foreman	$104.00	$156.00	8	0	32
Pedro Gonzales	JIW	$90.00	$135.00	8	0	TOTAL TIME
Oscalido Vargas	JIW	$90.00	$135.00		0	
					0	$3,208.00
					0	TOTAL
						$ 3,808.00

ALTERMAN REPRESENTATIVE	DATE
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	10/24/2025

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Alterman
employee owned

635101 - 028 WORK ORDER

JOB NAME	General Foreman	JOB NUMBER	DATE
Sherman WWTP	Denis Turcios	635101	10/27/2025

DESCRIPTION OF WORK: Continued to remove 1/4" screws of train 3,2 and 1 cable tray covers and install 3/8" screws with washers every 12" on cable tray cover.

Project # 635101

QUANTITY	ITEMS DESCRIPTION OR EQUIPMENT	PRICE	TOTAL
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
7	perdiem	$ 100.00	$ 700.00
	TOTAL		$ 700.00

NAME	CLASSIFICATION	RATE	RATE OT	RT	OT	TOTAL HOURS
Denis Turcios	GF	$117.00	$176.00	8	0	
Jorge Guzman	Foreman	$104.00	$156.00	8	0	
Ruben Cantu	JIW	$90.00	$135.00	8	0	
Kennedy Rios	JIW	$90.00	$135.00	8	0	56
Pedro Gonzales	JIW	$90.00	$135.00	8	0	TOTAL TIME
Oscalido Vargas	JIW	$90.00	$135.00	8	0	
Jordan Biagi	JIW	$90.00	$135.00	8	0	$4,648.00
					0	TOTAL
						$ 5,348.00

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Alterman
employee owned

635101 - 029 WORK ORDER

JOB NAME	General Foreman	JOB NUMBER	DATE
Sherman WWTP	Denis Turcios	635101	10/28/2025

DESCRIPTION OF WORK: Continued to remove 1/4" screws of train 3, 2 and 1 cable tray covers and install 3/8" screws with washers every 12" on cable tray cover.

Project # 635101

QUANTITY	ITEMS DESCRIPTION OR EQUIPMENT	PRICE	TOTAL
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
7	perdiem	$ 100.00	$ 700.00
	TOTAL		$ 700.00

NAME	CLASSIFICATION	RATE	RATE OT	RT	OT	TOTAL HOURS
Denis Turcios	General Foreman	$117.00	$176.00	8	0	
Jorge Guzman	Foreman	$ 104.00	$156.00	8	0	
Ruben Cantu	JIW	$90.00	$135.00	8	0	
Kennedy Rios	JIW	$ 90.00	$135.00	8	0	**56**
Pedro Gonzales	JIW	$90.00	$135.00	8	0	**TOTAL TIME**
Oscalido Vargas	JIW	$90.00	$135.00	8	0	
Jordan Biagi	JIW	$90.00	$135.00	8	0	**$4,648.00**
					0	**TOTAL**
						$ 5,348.00

ALTERMAN REPRESENTATIVE	*DATE*
Joseph Lubischer Digitally signed by Joseph Lubischer DN: C=US, E=joseph.lubischer@goalterman.com, O=Alterman Electric, CN=Joseph Lubischer Date: 2025.11.03 12:03:50-06'00'	
CUSTOMER REPRESENTATIVE	*DATE*
	10/28/2025

Confidential

11/03/2025 03:34:21 PM

Alterman
employee owned

635101 - 031 WORK ORDER

JOB NAME	General Foreman	JOB NUMBER	DATE
Sherman WWTP	Denis Turcios	635101	10/31/2025

DESCRIPTION OF WORK: Continued to remove 1/4" screws of train 3, 2 and 1 cable tray covers and install 3/8" screws with washers every 12" on cable tray cover.

Project # 635101

QUANTITY	ITEMS DESCRIPTION OR EQUIPMENT	PRICE	TOTAL
1	Materials - See Attached	$ 2,210.00	$ 2,652.00
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
7	perdiem	$ 100.00	$ 700.00
	TOTAL		$ 3,352.00

NAME	CLASSIFICATION	RATE	RATE OT	RT	OT	TOTAL HOURS
Denis Turcios	General Foreman	$117.00	$176.00	8	1	
Jorge Guzman	Foreman	$104.00	$156.00	8	1	
Ruben Cantu	JIW	$90.00	$135.00	8	1	
Kennedy Rios	JIW	$90.00	$135.00	8	1	63
Pedro Gonzales	JIW	$90.00	$135.00	8	1	TOTAL TIME
Oscalido Vargas	JIW	$90.00	$135.00	8	1	
Jordan Biagi	JIW	$90.00	$135.00	8	1	$6,375.00
						TOTAL
						$ 9,727.00

ALTERMAN REPRESENTATIVE	DATE
Joseph Lubischer — Digitally signed by Joseph Lubischer DN: C=US, E=joseph.lubischer@goalterman.com, O=Alterman Electric, CN=Joseph Lubischer Date: 2025.11.03 12:04:26-06'00'	
CUSTOMER REPRESENTATIVE	**DATE**
	10/31/2025

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11/03/2025 03:34:21 PM

QUOTE

2680 SYLVANIA CROSS DR
FORT WORTH, TX 76137-5023
(817) 626-3636

Entered Date	Customer PO #	Customer #	Order #
10/28/25			

Placed By	Sales Rep In	Sales Rep Out
	JOSE LOPEZ	GARRETT D MORGAN

Taken By	Requested Ship Date	Printed Date and Time
GDM	10/29/25	10/28/25 3:22 PM

Bill To	Ship To
ALTERMAN ELECTRIC CO 7805 N LOOP 1604 E LIVE OAK, TX 78233-9999	SHERMAN WASTE WTP 302 CLIFF HESTAND RD C/O ALTERMAN

Instructions	Reference

Ship Point	Ship Via	Terms
THE REYNOLDS COMPANY - DFW	CDC SHERMAN	1%25PRX SPL

Notes

Line	Product and Description	Net Avail	Estimated Ship Date	Unit Price	Price UM	Net Amount ($)
1	**STAN316SSHHSMS1434** #14 X 3/4" 316SS HEX HEA D SHEET METAL SCREW	0.00	10/29/25	0.45	EACH	1530.00
2	**STAN316SSFEN38114** STAN 316SSFEN38114 3/8"X 1-1/4" 316SS FENDER WASH	0.00	10/29/25	20.00	C	680.00

2	**Lines Total**	**Total Qty Quoted**	3400	**Subtotal**	2210.00
				Taxes	0.00
				Total	2210.00

Plummer
1320 S University Drive #300
Fort Worth, Texas 76107
P: 8188061700

Project: 1442-005-02 South Wastewater Treatment Plant
302 Cliff Hestand Road
Sherman, Texas

Submittal #26 05 36-3.0 - Cable Tray Cover
26 05 36 - Cable Trays for Electrical Systems

Revision	0	**Submittal Manager**	Brian Beach (Plummer)
Status	Open	**Date Created**	Feb 12, 2025
		Spec Section	26 05 36 - Cable Trays for Electrical Systems
Responsible Contractor	Keiwit Construction	**Received From**	
		Submit By	Feb 12, 2025
Final Due Date	Feb 25, 2025	**Lead Time**	
		Cost Code	
Location	Electrical Site Work	**Type**	
Submittal Package			
Kiewit Submittal Number			
Disclaimer			
Approvers	Brian Beach (Plummer), Quentin Geile (Plummer), Patrick Moseley (Plummer), Brian Beach (Plummer)		
Ball in Court	Brian Beach (Plummer)		
Distribution	Alyssa OBrien (Plummer), Greg Bradley (Plummer), Quentin Geile (Plummer)		
Description	See attached submittal		
Variance Request	none	**Contractor Submittal Quality Control Reviewer**	yes

Submittal Workflow

Name	Sent Date	Due Date	Returned Date	Response	Attachments
General Information Attachments					COSK-ALT-SUB-VEN-0157.00.VDR.00.01.pdf
Brian Beach		Feb 14, 2025	Feb 12, 2025	Forward for Engineer review	
Quentin Geile	Feb 12, 2025	Feb 22, 2025		Pending	
Patrick Moseley	Feb 12, 2025	Feb 22, 2025	Feb 12, 2025	Approved	
Comment	1. No Comments				
Brian Beach	Feb 12, 2025	Feb 25, 2025	Feb 12, 2025	Approved	

Approved - 02/24/2025

PLUMMER – ENGINEERING

Submittal Identification Form

Submittal

Project Name:	South Wastewater Treatment Plant – MBR		
Contract No.:	1513-U	**Project Tracker No.**	1422-005-02
Submittal Name:	Cable Tray Covers	**Plummer CPM:**	Sherri van der Wege
Contractor:	Kiewit Water Facilities South	**Contractor PM:**	Kory Kyllo
Submittal Key Contact:	Bradley Ray	**Key Contact Phone:**	214.675.4367
Subcontractor/Vendor:	Alterman		
Specification Section:	26 05 36		
Secondary Discipline:	☐ Architectural ☐ Civil ☒ Electrical ☐ HVAC ☐ Instrumentation & Controls ☐ Proc/Mech ☐ Plumbing ☐ Structural		
Submittal No.:	COSK-ALT-SUB-VEN-0157 ☐ New Submittal ☐ Resubmittal ☐ Additional Information		
Submittal Contents:	☐ Shop Drawing ☐ Administrative ☐ As-Builts ☐ Sample ☒ *Product Data* ☐ *Additional Information* ☐ *O&M*		

Item No.	DESCRIPTION OF ITEM SUBMITTED (specification section and/or type, size, model number, etc.)	No. Copies/ (Electronic/ Hardcopy)	CONTRACT REFERENCE DOCUMENT	
			Spec ¶ No. and Paragraph	Drawing Sheet No.
1	Tough Tray Cable Tray Covers Product Data			
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				

☒ Contractor hereby certifies that (i) Contractor has complied with the requirements of Contract Documents in preparation, review and submission of designated submittal and (ii) the submittal is completed and in accordance with the Contract Documents and requirements of laws and regulations and governing agencies.
Contractor (Authorized by): Bradley Ray

Deviations or Associated Submittals:

Submittal Package Response Status (APP, AAN, RAR, NAPP, INF):

Submittal Response Comments:

Approved

Approved - 02/24/2025

COSK-ALT-SUB-VEN-0157 - South WWTP - MBR - Rev 00 - Received: 02/11/2025

F. All fittings must have a 3 inch tangent and a minimum radius of 12 inches.

G. Splice plates shall be the bolted type made as indicated below for each tray type. The resistance of fixed splice connections between adjacent sections of tray shall not exceed 0.00033 Ω. Splice plate construction shall be such that a splice may be located anywhere within the support span without diminishing rated loading capacity of the cable tray.

1. Aluminum Tray - Splice plates shall be made of 6063-T6 aluminum, using 4 square neck carriage bolts and serrated flange locknuts. Hardware shall be zinc plated in accordance with ASTM B633, SC1. If aluminum cable tray is to be used outdoors, then hardware shall be Type 316 stainless.

H. Splice plates shall be furnished with straight sections and fittings.

I. Cable Tray Supports: Shall be placed so that the support spans do not exceed maximum span indicated on drawings. Supports shall be constructed from 12-gauge steel formed shape channel members 1-5/8x1-5/8 inch with necessary hardware such as Trapeze Support Kits as manufactured by Cooper B-Line, Inc. or engineer approved equal. Cable trays installed adjacent to walls shall be supported on wall mounted brackets such as B409 as manufactured by Cooper B-Line, Inc. or engineer approved equal.

J. Trapeze hangers supports shall be supported by 1/2-inch (minimum) diameter stainless steel rods.

K. Barrier Strips: Shall be placed as specified on drawings and be fastened into the tray with self-drilling screws.

L. Accessories - special accessories shall be furnished as required to protect, support, and install a cable tray system. Accessories shall consist of but are not limited to; section splice plates, expansion plates, blind-end plates, specially designed ladder dropouts, barriers, etc.

M. Covers: Cable trays located outside or under platforms shall have peaked flanged covers.

Submitting Flat Covers. Approved in RFI-047

2.4 LOADING CAPACITIES

A. Cable tray shall be capable of carrying a uniformly distributed load of 75 lb/ft on a 10-foot support span with a safety factor of 1.5 when supported as a simple span and tested per NEMA VE1 Section 5.2.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install cable trays as indicated: Installation shall be in accordance with equipment manufacturer's instructions, and with recognized industry practices to ensure that cable tray equipment comply with requirements of NEC and applicable portions of NFPA 70B. Reference NEMA VE2 for general cable tray installation guidelines.

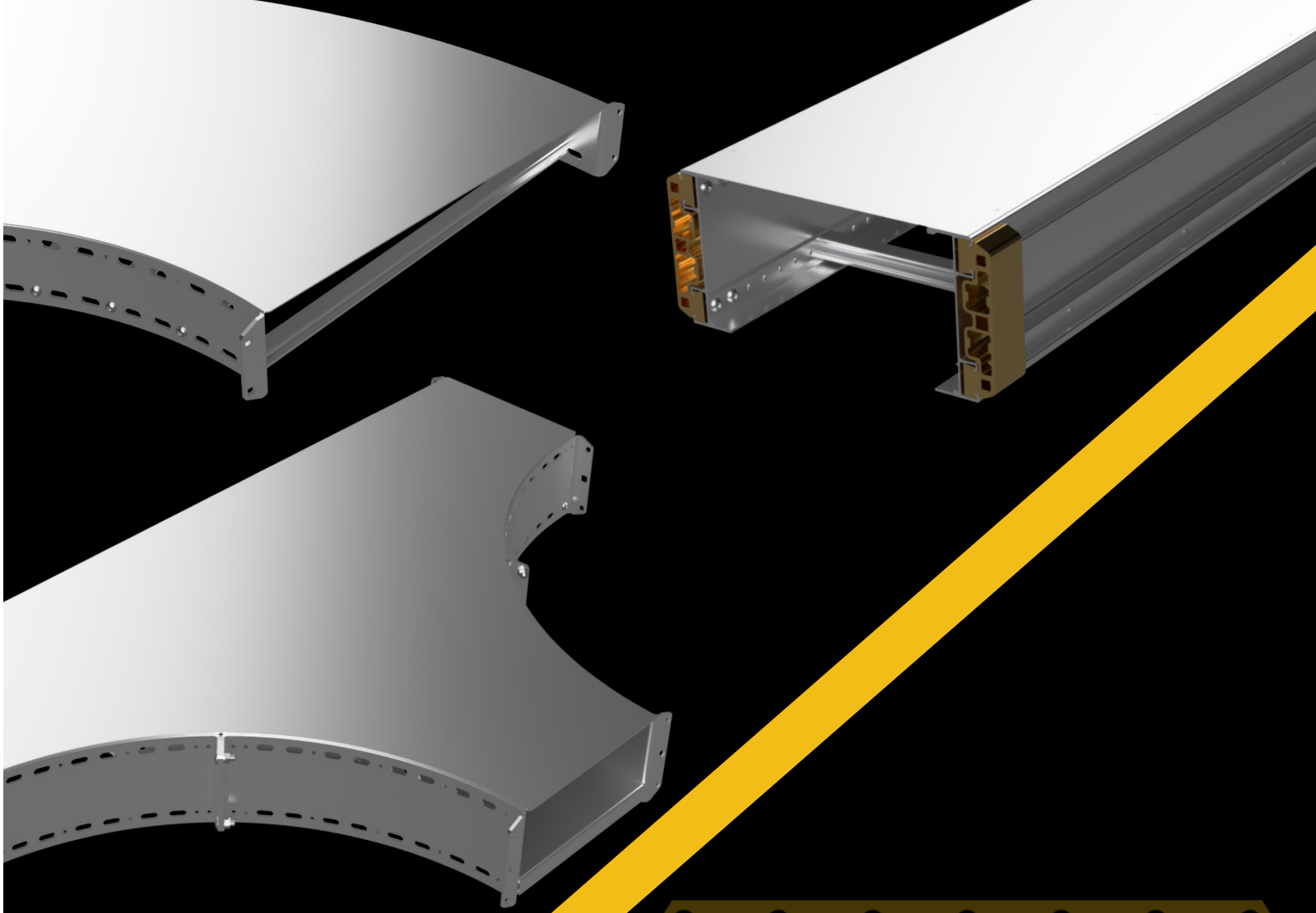
B. Coordinate cable tray with other electrical work as necessary to properly integrate installation of cable tray work with other work.

C. Provide sufficient space encompassing cable trays to permit access for installing and maintaining cables.

D. Cable tray fitting supports shall be located such that they meet the strength requirements of straight sections. Install fitting supports per NEMA VE-2 guidelines, or in accordance with

Approved - 02/24/2025

COSK-ALT-SUB-VEN-0157 - South WWTP - MBR - Rev 00 - Received: 02/11/2025



TOUGHTray

- Submittals -

(Covers Bulk Package)

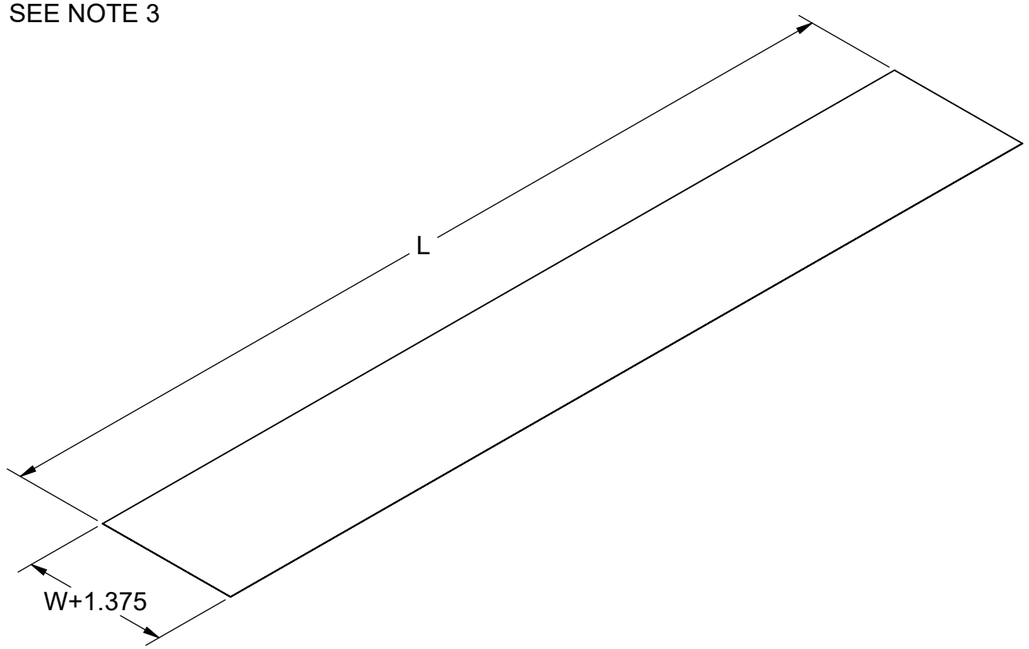
Approved - 02/24/2025

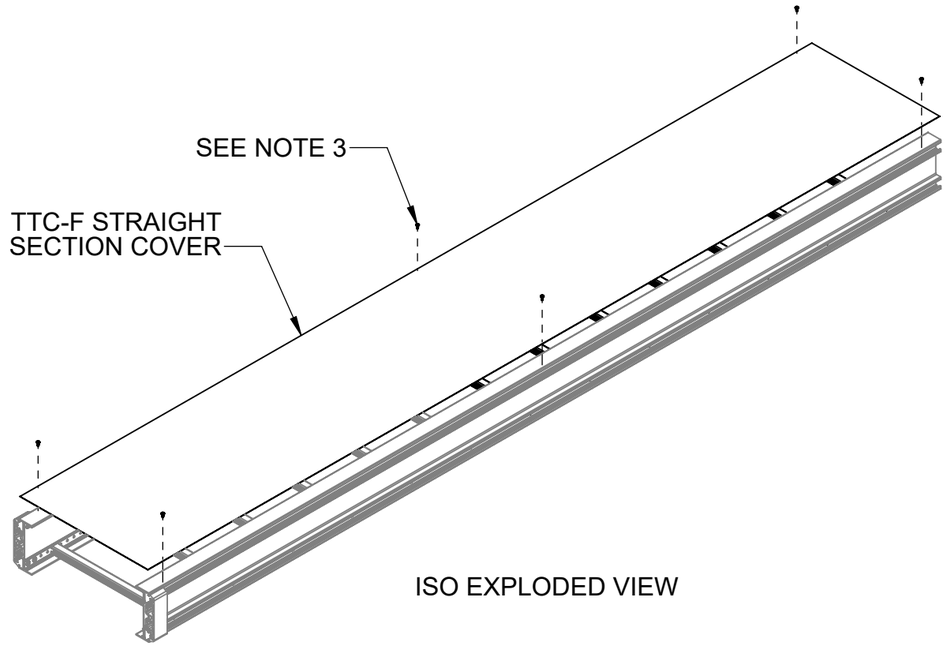
COSK-ALT-SUB-VEN-0157 - South WWTP - MBR - Rev 00 - Received: 02/11/2025

COVER HARDWARE FIXINGS:



- TTA-CVRSCRW-S6
  TORX HEAD SELF-DRILLING SCREW
  SEE NOTE 3

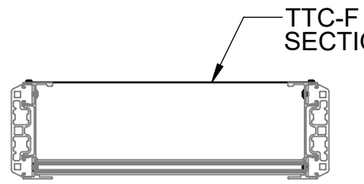




ISO EXPLODED VIEW

TTC - F - 24 X 10 - AL

SERIES	TYPE	NOMINAL WIDTH (W)	NOMINAL LENGTH (L)	MATERIAL
TTC= TOUGHTray STRAIGHT SECTION COVER	F = FLAT	06 = 6" 09 = 9" 12 = 12" 18 = 18" 24 = 24" 30 = 30" 36 = 36"	10 = 10 FT	AL = ALUMINUM



SECTION VIEW

PATENT PENDING

NOTE(S):

1) DIMENSIONS SHOWN ARE IN INCHES UNLESS OTHERWISE NOTED.
2) ALL DIMENSIONS SHOWN ARE NOMINAL.
3) TTA-CVRSCRW-S6 SELF DRILLING SCREW IS SOLD SEPARELEY IN QTY'S OF BAG 50
   A. LOW ENVIRONMENTAL IMPACT REQUIRES 6 PCS TTA-CVRSCRW-S6 PER COVER
   B. HIGH ENVIRONMENTAL IMPACT REQUIRES ADDITIONAL TTA-CVRSCRW-S6 PER COVER

PROPRIETARY AND CONFIDENTIAL.THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF CT INNOVATIONS. ANY REPRODUCTION IN PART OR AS A WHOLE WITHOUT THE WRITTEN PERMISSION OF CT INNOVATIONS IS PROHIBITED.

CT INNOVATIONS

TITLE:
TTC-F-(W)X10-AL
TTC-F SERIES STRAIGHT SECTION FLAT COVER

DRAWN BY/DATE:	SIZE:	DWG. NO.:	REV:
LW 28JUN2024	**B**	**CTI-S49999**	**D**
APPROVED BY/DATE:	SCALE:	CAD FILE NAME: TTC-F-(W)X(L)-AL	SHEET:
JDG 28JUN2024	**NTS**	CAD SAVE DATE: Monday, July 8, 2024 11:00:05 AM	**1 OF 1**

Approved - 02/24/2025

Confidential
11/03/2025 03:34:21 PM
John.Lavelle

From: Patrick Moseley <pmoseley@plummer.com>
Sent: Sunday, October 5, 2025 6:15 PM
To: Christian.Castro; Joseph Lubischer; Robert Duncan; Denis Turcios; Bradley, Greg; Jissel.Ramirez
Cc: JosephD.Garcia
Subject: Re: Fw: [EXTERNAL] CTI tray covers

Yes, there are two options for the contractor to implement this solution.

For those self-tapping screws installed, remove screw and provide larger self-tapping screw in the same hole with washer, and place every 12" inches or remove self-tapping screw and set screw and washer in different location.

I do not want the same size screw placed in the same hole.

Patrick Moseley, PE, CEM
Senior Electrical Engineer
Plummer

P: 817.806.1700
D: 972.996.5683
www.plummer.com

From: Christian.Castro <Christian.Castro@Kiewit.com>
Sent: Tuesday, September 30, 2025 10:21 AM
To: Patrick Moseley <pmoseley@plummer.com>; Joseph Lubischer <Joseph.Lubischer@goalterman.com>; Robert Duncan <robert.duncan@goalterman.com>; Denis Turcios <Denis.Turcios@goalterman.com>; Bradley, Greg <gbradley@plummer.com>; Jissel.Ramirez <Jissel.Ramirez@ticus.com>
Cc: JosephD.Garcia <JosephD.Garcia@kiewit.com>
Subject: RE: Fw: [EXTERNAL] CTI tray covers

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Patrick is this solution acceptable?

Thanks,

CHRISTIAN CASTRO
Superintendent
Cell: (361)-500-2177

CITY OF SHERMAN CMAR
302 Cliff Hestand Rd. Sherman, TX. 75090

Confidential
11/03/2025 03:34:21 PM

From: Greg Jeckstadt <gjeckstadt@toughinnovations.com>
Sent: Tuesday, September 30, 2025 8:54 AM
To: Patrick Moseley <pmoseley@plummer.com>; Christian.Castro <Christian.Castro@Kiewit.com>; Nguyen, Tim <TNguyen@wescodist.com>; Burns, Kevin P <KP.Burns@anixter.com>; Joseph Lubischer <Joseph.Lubischer@goalterman.com>; Robert Duncan <robert.duncan@goalterman.com>; Denis Turcios <Denis.Turcios@goalterman.com>; Bradley, Greg <gbradley@plummer.com>; Jissel.Ramirez <Jissel.Ramirez@ticus.com>
Cc: Timothy.WagnerJr <Timothy.WagnerJr@Kiewit.com>; JosephD.Garcia <JosephD.Garcia@kiewit.com>; Matt Combes <mcombes@toughinnovations.com>
Subject: Re: Fw: [EXTERNAL] CTI tray covers

Some people who received this message don't often get email from gjeckstadt@toughinnovations.com. Learn why this is important

Patrick, thank you for the additional information. We had our engineers review your specification below, and the photos provided in an earlier email.
Recommendations:
Based on tear-out and pull-over, of the aluminum sheet at the screw connections, the recommended self-tapping screw spacing is 12in OC to mitigate wind-induced vibration, flutter and rattling of the cover which can increase the risk of tear-out or pull-over under prolonged wind loads. To further mitigate tear out, we recommend an additional flat washer to be used with each screw.
As with any natural event, wind is not an exact science as many other factors like angle of attack, cable fill, elevation, etc will play a role during a wind event.

Greg Jeckstadt
Director of Sales, CRO
618.514.1796
gjeckstadt@toughinnovations.com
www.toughinnovations.com

From: Patrick Moseley <pmoseley@plummer.com>
Date: Thursday, September 25, 2025 at 3:12 PM
To: Greg Jeckstadt <gjeckstadt@toughinnovations.com>, Christian.Castro@Kiewit.com <Christian.Castro@Kiewit.com>, Nguyen, Tim <TNguyen@wescodist.com>, Burns, Kevin P <KP.Burns@anixter.com>, Joseph Lubischer <Joseph.Lubischer@goalterman.com>, Robert Duncan <robert.duncan@goalterman.com>, Denis Turcios <Denis.Turcios@goalterman.com>, Bradley, Greg <gbradley@plummer.com>, Jissel.Ramirez <Jissel.Ramirez@ticus.com>
Cc: Timothy.WagnerJr <Timothy.WagnerJr@Kiewit.com>, JosephD.Garcia <JosephD.Garcia@kiewit.com>, Matt Combes <mcombes@toughinnovations.com>
Subject: Re: Fw: [EXTERNAL] CTI tray covers

Based upon other specifications, I would plan on 80MPH, once a year.

Confidential

Patrick Moseley, PE, CEM
11/03/2025 03:34:21 PM
Senior Electrical Engineer
Plummer

P: 817.806.1700
D: 972.996.5683
www.plummer.com

From: Greg Jeckstadt <gjeckstadt@toughinnovations.com>
Sent: Tuesday, September 23, 2025 1:32 PM
To: Christian.Castro@Kiewit.com <Christian.Castro@Kiewit.com>; Nguyen, Tim <TNguyen@wescodist.com>; Burns, Kevin P <KP.Burns@anixter.com>; Joseph Lubischer <Joseph.Lubischer@goalterman.com>; Robert Duncan <robert.duncan@goalterman.com>; Denis Turcios <Denis.Turcios@goalterman.com>; Patrick Moseley <pmoseley@plummer.com>; Bradley, Greg <gbradley@plummer.com>; Jissel.Ramirez <Jissel.Ramirez@ticus.com>
Cc: Timothy.WagnerJr <Timothy.WagnerJr@Kiewit.com>; JosephD.Garcia <JosephD.Garcia@kiewit.com>; Matt Combes <mcombes@toughinnovations.com>
Subject: Re: Fw: [EXTERNAL] CTI tray covers

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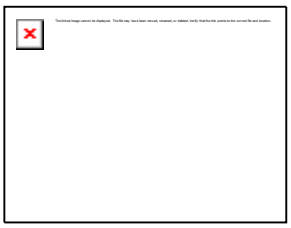
Thank you for joining the call today. Please let us know how we can help. See our contact info below.



Matthew Combes
Chief Marketing Officer
CT Innovations
618.431.3111
www.toughinnovations.com
mcombes@toughinnovations.com

Greg Jeckstadt
Director of Sales, CRO
618.514.1796
gjeckstadt@toughinnovations.com
www.toughinnovations.com

From: Christian.Castro@Kiewit.com
When: 1:00 PM - 2:00 PM September 23, 2025
Subject: Fw: [EXTERNAL] CTI tray covers
Location: Microsoft Teams Meeting; KWFTXSHM Highland Conference Room

Confidential

11/03/2025 03:34:21 PM

Greg

Can you be available for this?

Thanks

Kevin P. Burns
Outside Sales Representative
Anixter | WESCO
Work: 214-240-6250
Mobile: 214-500-3317
kp.burns@anixter.com

Get Outlook for iOS

From: Joseph Lubischer <Joseph.Lubischer@goalterman.com> on behalf of Christian.Castro <Christian.Castro@Kiewit.com>
Sent: Tuesday, September 16, 2025 12:57:45 PM
To: Burns, Kevin P <KP.Burns@anixter.com>; Joseph Lubischer <Joseph.Lubischer@goalterman.com>; Robert Duncan <robert.duncan@goalterman.com>; Denis Turcios <Denis.Turcios@goalterman.com>; Moseley, Patrick <pmoseley@plummer.com>; Greg <gbradley9151@plummer.com>; Jissel.Ramirez <Jissel.Ramirez@ticus.com>
Cc: Timothy.WagnerJr <Timothy.WagnerJr@Kiewit.com>; JosephD.Garcia <JosephD.Garcia@kiewit.com>
Subject: FW: [EXTERNAL] CTI tray covers
When: Tuesday, September 23, 2025 1:00 PM-2:00 PM.
Where: Microsoft Teams Meeting; KWFTXSHM Highland Conference Room

This Message Is From an External Sender
Please use caution with this message. If unsure about the legitimacy/safeness, please click Report Suspicious.

Report Suspicious

EXTERNAL: This message was sent from outside the organization. Please take a moment to verify the sender before clicking any links or opening attachments. If you're unsure about the message, use the **"Report" button in Microsoft Outlook** to report phishing, junk, or not junk emails.

For further assistance or questions, please contact Alterman IT Support at support@goalterman.com.

Can you get the rep involved in this meeting please. Thanks.

Joseph Lubischer
Senior Project Manager

210.496.6888
7805 N Loop 1604 E, Live Oak, TX 78233
joseph.lubischer@goalterman.com
www.goalterman.com [goalterman.com]

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11/03/2025 03:34:21 PM

[facebook.com] [instagram.com] [linkedin.com] [youtube.com]

-----Original Appointment-----
From: Christian.Castro <Christian.Castro@Kiewit.com>
Sent: Tuesday, September 16, 2025 12:55 PM
To: Christian.Castro; Joseph Lubischer; Robert Duncan; Denis Turcios; Moseley, Patrick; Greg; Jissel.Ramirez
Cc: Timothy.WagnerJr; JosephD.Garcia
Subject: [EXTERNAL] CTI tray covers
When: Tuesday, September 23, 2025 1:00 PM-2:00 PM (UTC-06:00) Central Time (US & Canada).
Where: Microsoft Teams Meeting; KWFTXSHM Highland Conference Room

EXTERNAL: This message was sent from outside the organization. Please take a moment to verify the sender before clicking any links or opening attachments. If you're unsure about the message, use the **"Report" button in Microsoft Outlook** to report phishing, junk, or not junk emails.

For further assistance or questions, please contact Alterman IT Support at support@goalterman.com.

Meeting to go over BRB tray covers with CTI and Plummer. Let me know if this time doesn't work – please forward to anyone I missed

Thanks,

CHRISTIAN CASTRO
Superintendent
Cell: (361)-500-2177

CITY OF SHERMAN CMAR
302 Cliff Hestand Rd. Sherman, TX. 75090

Microsoft Teams Need help? [aka.ms]

Join the meeting now [teams.microsoft.com]

Meeting ID: 243 244 833 984 6

Passcode: 9dr96Cj6

Dial in by phone

+1 402-979-7582,,445956092# United States, Omaha

Find a local number [dialin.teams.microsoft.com]

Phone conference ID: 445 956 092#

For organizers: Meeting options [teams.microsoft.com] | Reset dial-in PIN [dialin.teams.microsoft.com]

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11/03/2025 03:34:21 PM

Cost Breakdown Structure (CBS) Register

KIEWIT CORPORATION

20053365-136123-01P - Sherman PCO Backup--Sherman WWTP Construction

CBS Position Code	Description	Quantity	Unit of Measure (Uom)	Manhours (MH)	Man Count	Equipment Count	Production (UOM/Mh)	Production UOM/Crew Hr	Unit Cost	Total Cost	Labor Cost	Construction Equipment Cost	Materials Cost	Supplies Cost	Subcontract Cost
4.3.7	PCO #0097 - Electrical Changes	1.00	Each	0.00	0.00	0.00	0.00	0.00	$55,374.50	$55,374.50	$0.00	$0.00	$0.00	$0.00	$45,917.18
4.3.7.1	A - Direct Cost (Labor)	1.00	Each	0.00	0.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
4.3.7.2	B - Direct Cost (Supervision)	1.00	Each	0.00	0.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
4.3.7.3	C - Direct Cost (PM, Supplies, Equipment, Subs)	1.00	Each	0.00	0.00	0.00	0.00	0.00	$45,917.18	$45,917.18	$0.00	$0.00	$0.00	$0.00	$45,917.18
4.3.7.3.1	Alterman - MBR Office Receptacles Changes	1.00	Each	0.00	0.00	0.00	0.00	0.00	$15,514.18	$15,514.18	$0.00	$0.00	$0.00	$0.00	$15,514.18
4.3.7.3.2	Alterman - BRB Cable Tray Cover Changes	1.00	Each	0.00	0.00	0.00	0.00	0.00	$30,403.00	$30,403.00	$0.00	$0.00	$0.00	$0.00	$30,403.00
4.3.7.4	D- Indirect Cost	1.00	Each	0.00	0.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
4.3.7.5	E - Est. B&I/COMM (1.50%)	1.00	Each	0.00	0.00	0.00	0.00	0.00	$688.76	$688.76	$0.00	$0.00	$0.00	$0.00	$0.00
4.3.7.6	F - G&A (9.622%)	1.00	Each	0.00	0.00	0.00	0.00	0.00	$4,484.42	$4,484.42	$0.00	$0.00	$0.00	$0.00	$0.00
4.3.7.7	G - Fee (8.50%)	1.00	Each	0.00	0.00	0.00	0.00	0.00	$4,284.14	$4,284.14	$0.00	$0.00	$0.00	$0.00	$0.00

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PCO-0097 Electrical Changes

A	DIRECTS - Labor			
		LABOR	$	-
B	DIRECTS - Supervision			
		Supervision	$	-
C	DIRECTS - Equip, PM, Supply, Subs			
		Total	$	45,917.18
D	Indirect Cost			
		Itemized	$	-
E	Est. Bonds/Insurance			
	(on A, B, C, D)	1.50%	$	688.76
F	G&A			
	(on B, C, D, E)	9.622%	$	4,484.42
G	Fee			
	(on C, F)	8.50%	$	4,284.14
		TOTAL	**$**	**55,374.50**

Confidential

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All Resource Register

KIEWIT CORPORATION

20053365-136123-01P - Sherman PCO Backup--Sherman WWTP Construction

Resource Type	Resource Code	Description	Unit Cost (Scale 1)	Unit Cost (Scale 2)	Unit Cost (Scale 3)	Utilization Count	Unit of Measure
Unique Rate	PCO-0097 ALTERMAN 1	PCO-0097 Alterman - MBR Receptable Changes	$15,514.18	$0.00	$0.00	1.00	Each
Unique Rate	PCO-0097 ALTERMAN 2	PCO-0097 Alterman - BRB Cable Tray Cover Changes	$30,403.00	$0.00	$0.00	1.00	Each


Existing North WWTP
New Membrane Biological Reactors (MBRs)
New Biological Reactor Basions (BRBs)
New Membrane Support Building (MBR Building)
New Preliminary Treatment Unit (PTU)
New Sludge Storage Tank (SST)
New Equalization (EQ) Basin
New Influent Pump Station (IPS)
E FM 1417
Highway 11
Post Oak Rd
Luella Rd
Superior Pl
Cliff Hestand Rd
N
0 300 600 1,200
Feet
Sherman
CLASSIC TOWN. BROAD HORIZON.

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. M.1.

Meeting Date: 11/17/2025

Prepared By: Teri Fine, Assistant to the City Manager

Approved By: Zachary Flores, City Manager

Caption:
BOARD/COMMISSION APPOINTMENT
Council Audit Committee (3)

Issue:
Mayor Shawn Teamann, Council Member Daron Holland, and Deputy Mayor Juston Dobbs currently serve on the Council Audit Committee. Their terms expire in November 2025.

Background:
The Council Audit Committee assists the Council and staff in the review of the audit reports filed by the independent auditor and provides input on the selection of external auditors. They also provide recommendations to the rest of the Council on technical accounting issues.

Council members Marroquin, Howeth, Stevenson, and Barnett are available for appointment.

Capital Improvement Program:

Origination:
The appointments originated with the City Clerk's Office.

Financial Consideration:
There is no financial consideration.

Staff Recommendation:
It is recommended that the City Council consider appointments to the Council Audit Committee.

Alternatives:
The alternative is to delay the appointment of members to this Committee.

Attachments:
1. Roster - Audit Committee
2. Fact Sheet - Council Audit Committee

MEMBERSHIP ROSTER

COUNCIL AUDIT COMMITTEE **LENGTH OF TERMS: 1 YEAR**

MEMBER	DISTRICT	TERM BEGINS	TERM EXPIRES	TERMS	MEMBERSHIP REQUIREMENTS
Shawn Teamann	1	A 11/21/2016	11/2017	1	Council Member
		R 11/21/2017	11/2018	2	
		R 11/19/2018	11/2019	3	
		R 11/19/2019	11/2020	4	
		R 11/17/2020	11/2021	5	
		R 11/16/2021	11/2022	6	
		R 11/21/2022	11/2023	7	
		R 11/19/2023	11/2024	8	
		R 11/19/2024	11/2025	9	Mayor
Daron Holland	4	A 11/21/2017	11/2018	1	Council Member
		R 11/19/2018	11/2019	2	
		R 11/19/2019	11/2020	3	
		R 11/17/2020	11/2021	4	
		R 11/16/2021	11/2022	5	
		R 11/21/2022	11/2023	6	
		R 11/19/2023	11/2024	7	
		R 11/19/2024	11/2025	8	
Juston Dobbs	1	A 11/19/2024	11/2025	1	Council Member

NOTE: Council Member's appointment expires at end of one year.

CITY STAFF: Dr. Zachary Flores, City Manager
Revised 11/22/2024

FACT SHEET

COUNCIL AUDIT COMMITTEE

Established by RESOLUTION 2790 – DECEMBER 23, 1991

1. **Number of Members: THREE (3)**
2. **Term of Appointment: ONE YEAR**
3. **Consecutive Term Rule: NO RULE**
4. **Qualifications for Membership: COUNCIL MEMBER WITH KNOWLEDGE OF ACCOUNTING AND/OR BUSINESS MANAGEMENT**
5. **Appointed by: MAYOR AND CITY COUNCIL MEMBERS**
6. **Board Organization**

   CHAIRPERSON ____ VICE CHAIRPERSON ____ SECRETARY ___

   ELECTED ___ APPOINTED ____
7. **Departmental Responsibility: CITY MANAGER & CHIEF FINANCIAL OFFICER**
8. **Meeting Date: AS CALLED**
9. **Attendance Requirements: NONE**

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RESPONSIBILITIES:
Audit Committee will assist Council and staff in the review of the audit papers filed by the independent auditor; provide input on the selection of external auditors; and provide recommendations to the rest of the Council on technical accounting issues.

DUTIES:
Provide input on the selection of external auditors;
Review audit reports;
Provide recommendations to Council on technical accounting matters;
Review the justification for internal audit functions;
All other accounting and financial reviews as directed by the City Council

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. M.2.

Meeting Date: 11/17/2025

Prepared By: Teri Fine, Assistant to the City Manager

Approved By: Zachary Flores, City Manager

Caption:
BOARD/COMMISSION APPOINTMENT
Investment Committee (1)

Issue:
Council Members Juston Dobbs and Pam Howeth currently serve on the City's Investment Committee. Council Member Howeth's term expires in November 2025 at the end of her term of elected office.

Background:
The Investment Committee provides guidance on investment matters for the City and annually approves the list of brokers and dealers. The Committee also reviews the Quarterly Investment Reports.

Capital Improvement Program:

Origination:
The appointments originated with the City Clerk's Office

Financial Consideration:
There is no financial consideration.

Staff Recommendation:
It is recommended tht the City Council consider appointments to the Investment Committee.

Alternatives:
The alternative is to delay the appointment of members to this Committee

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Attachments:
1. Roster - Investment Committee

MEMBERSHIP ROSTER

CITY OF SHERMAN
INVESTMENT COMMITTEE

LENGTH OF TERMS:
Term of Elected Office

MEMBER	DISTRICT	TERM BEGINS	TERM EXPIRES	TERMS	MEMBERSHIP REQUIREMENTS
Juston Dobbs	4	A 11/16/2021	11/2022	1	Council Member
		R 11/21/2022	11/2023	2	
		R 11/19/2023	11/2024	3	
		11/19/2024	11/2025	4	
Pam Howeth	3	U 8/1/2016	11/2016	0	Council Member
		R 11/22/2016	11/2017	1	
		R 11/21/2017	11/2018	2	
		R 11/20/2018	11/2019	3	
		R 11/19/2019	11/2020	4	
		R 11/17/2020	11/2021	5	
		R 11/16/2021	11/2022	6	
		R 11/21/2022	11/2023	7	
		R 11/19/2023	11/2024	8	
		R 11/19/2024	11/2025	9	
INVESTMENT COMMITTEE SHALL CONSIST OF THE FOLLOWING CITY OFFICIALS:					
Dr. Zachry Flores				NA	City Manager

NOTE: Council Member's appointment expires at end of term of elected office.

CITY STAFF: Dr. Zachary Flores, City Manager
Revised 11/10/2025

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. M.3.

Meeting Date: 11/17/2025

Prepared By:

Approved By: Zachary Flores, City Manager

Caption:
BOARD/COMMISSION APPOINTMENT
Tax Reinvestment Committee (2)

Issue:
Council Members Josh Stevenson and Henry Marroquin currently serve on the City's Tax Reinvestment Committee. Their terms expire in November 2025.

Background:
The mission of the Tax Reinvestment Committee is to promote the economic development of Sherman and the Grayson County area by serving as the review point for the tax reinvestment process.

Capital Improvement Program:

Origination:
The appointments originated with the City Clerk's Office.

Financial Consideration:
There is no financial consideration.

Staff Recommendation:
It is recommended that the City Council consider appointments to the Tax Reinvestment Committee.

Alternatives:
The alternative is to delay the appointment of members to this Committee.

Attachments:
1. Tax Reinvestment Committee

MEMBERSHIP ROSTER

TAX REINVESTMENT COMMITTEE **LENGTH OF TERMS:** One Year per By-Laws

MEMBER	DISTRICT	TERM BEGINS	TERM EXPIRES	TERMS	MEMBERSHIP REQUIREMENTS
Josh Stevenson	2	A 11/21/2017	11/2018	1	Sherman Council Member Voting Member
		R 11/20/2018	11/20/2019	2	
		R 11/19/2019	11/2020	3	
		R 11/17/2020	11/2021	4	
		R 11/16/2021	11/2022	5	
		R 11/21/2022	11/2023	6	
		R/11/19/2023	11/2024	7	
		R 11/19/2024	11/2025	8	
Henry Marroquin	3	A 11/16/2021	11/2022	1	Sherman Council Member Voting Member
		R 11/21/2022	11/2023	2	
		R 11/19/2023	11/2024	3	
		R 11/19/2024	11/2025	4	

NOTE: Two (2) Council Members are appointed to this committee.
There are also two Grayson County Members, two Grayson College Members, and two SISD Members
Both SISD Members are Non-Voting Members and are eligible to vote for chairman only

CITY STAFF: Robby Hefton, City Manager

Revised 11/22/2024

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. M.4.

Meeting Date: 11/17/2025

Prepared By: Teri Fine, Assistant to the City Manager

Approved By: Zachary Flores, City Manager

Caption:
BOARD/COMMISSION APPOINTMENT
Tax Increment Financing Board #2 Chair

Issue:
Mayor Shawn Teamann and Council Members Pam Howeth and Daron Holland currently serve on the City's Tax Increment Financing Board #2. A Chair must be selected each year.

Background:
The Board approves the Project Plan and Financing Plan for the Sherman Tax Increment Financing Reinvestment Zone Number Two. TIF Zone Number Two is comprised of the Central Business District and an area to the north of the District.

Each member will be appointed to serve a two-year term. The City Council will appoint the Chair of each TIRZ Board to serve for a term of one year beginning January 1.

Capital Improvement Program:

Origination:
The appointments originated with the City Clerk's Office.

Financial Consideration:
There is no financial consideration.

Staff Recommendation:
It is recommended that the City Council appoint a Chair to the Tax Increment Financing Board #2

Alternatives:
The alternative is to delay the appointment of a Chair.

Attachments:
1. Roster - Tax Increment Financing Board #2
2. Facts Sheet -Tax Increment Financing Board #2

MEMBERSHIP ROSTER

TAX INCREMENT FINANCING BOARD #2

LENGTH OF TERMS: 2 - YEARS
Term Limit: N/A

MEMBER	DISTRICT	TERM BEGINS	TERM EXPIRES	TERMS	MEMBERSHIP REQUIREMENTS
Pam Howeth	3	A 11/21/2017	11/2018	1	Council Member
		R 11/20/2018	11/2019	2	
		R 11/19/2019	11/2020	3	
		R 11/17/2020	11/2021	4	
		R 11/16/2021	11/2022	5	
		R 11/21/2022	11/2023	6	
		R 11/19/2023	11/2024	7	
		R 11/19/2024	11/2025	8	
Daron Holland	4	A 11/21/2017	11/2018	1	Council Member
		R 11/20/2018	11/2019	2	
		R 11/19/2019	11/2020	3	
		R 11/17/2020	11/2021	4	
		R 11/16/2021	11/2022	5	
		R 11/21/2022	11/2023	6	
		R 11/19/2023	11/2024	7	
		R 11/19/2024	11/2025	8	
Shawn Teamann	1	A 11/19/2024	11/2025	1	Council Member
Dr. Zachary Flores	n/a				City Manager
Mary Lawrence	n/a				Chief Financial Officer

NOTE:

CITY STAFF: Dr. Zachary Flores, City Manager
Revised 11/7/2025

FACT SHEET

TAX INCREMENT FINANCING BOARD #2

Established by ORDINANCE 5347 – NOVEMBER 7, 2005

1. **Number of Members: FIVE**
2. **Term of Appointment: 2-YEARS**
3. **Consecutive Term Rule: N/A**
4. **Qualifications for Membership: THREE CITY COUNCIL POSITIONS, CITY MANAGER, AND ASSISTANT CITY MANAGER**
5. **Appointed by: MAYOR AND CITY COUNCIL**
6. **Board Organization TO APPROVE THE PROJECT PLAN AND FINANCING PLAT FOR THE SHERMAN TAX INCREMENT FINANCING REINVESTMENT ZONE NUMBER TWO**
7. **Departmental Responsibility: CITY MANAGER**
8. **Meeting Date: CALLED AS NECESSARY**
9. **Attendance Requirements: N/A**

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PURPOSE:
The Board shall approve the Project Plan and Financing Plan for the Sherman Tax Increment Financing Reinvestment Zone Number Two.

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. M.5.

Meeting Date: 11/17/2025

Prepared By:

Approved By: Zachary Flores, City Manager

Caption:
BOARD/COMMISSION APPOINTMENT
Tax Increment Reinvestment Zone #5 Chair

Issue:
Mayor Shawn Teamann, Council Member Josh Stevenson, and Deputy Mayor Juston Dobbs currently serve on the City's Tax Increment Reinvestment Board #5. A chair needs to be appointed annually.

Background:
The Board approves the Project Plan and Financing Plan for the Sherman Tax Increment Reinvestment Zone Number Five. TIRZ Number Five covers the area northwest of the intersection of U.S. Highway 75 and FM 1417 (Heritage Parkway), referred to as the Sherman Crossroads.

Each member will be appointed to serve a two-year term. The City Council will appoint the Chair of each TIRZ Board to serve for a term of one year beginning January 1.

Capital Improvement Program:

Origination:

Financial Consideration:
The appointments originated with the City Clerk's Office.

Staff Recommendation:
It is recommended that the City Council consider appointments to the Tax Increment Reinvestment Zone #5.

Alternatives:
The alternative is to delay the appointment of members to this Board

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Attachments:
1. Roster - Tax Increment Reinvestment Zone #5
2. Fact Sheets - Tax Increment Reinvestment Zone Board #5

MEMBERSHIP ROSTER

TAX INCREMENT REINVESTMENT ZONE #5

LENGTH OF TERMS:
Term Limit: N/A

MEMBER	DISTRICT	TERM BEGINS	TERM EXPIRES	TERMS	MEMBERSHIP REQUIREMENTS
Shawn Teamann	1	A 5/2/2017	11/2017	1	Council Member
		R 11/21/2017	11/2018	2	
		R 11/20/2018	11/2019	3	
		R 11/19/2019	11/2020	4	
		R 11/17/2020	11/2021	5	
		R 11/16/2021	11/2022	6	
		R 11/21/2022	11/2023	7	
		R 11/21/2023	11/2024	8	
		R 11/19/2024	11/2025	9	Mayor
Josh Stevenson	2	A 11/20/2018	11/2019	1	Council Member
		R 11/19/2019	11/2020	2	
		R 11/17/2020	11/2021	3	
		R 11/16/2021	11/2022	4	
		R 11/21/2022	11/2023	5	
		R 11/19/2023	11/2024	6	
		R 11/19/2024	11/2025	7	
Juston Dobbs	1	A 11/19/2024	11/2025	1	Council Member
Zachary Flores	n/a				City Manager

NOTE:

CITY STAFF: Robby Hefton, City Manager
Revised 11/19/2024

FACT SHEET

TAX INCREMENT REINVESTTEMENT ZONE BOARD #5

Established by ORDINANCE 6010 – FEBRUARY 20, 2017

1. **Number of Members: FIVE**
2. **Term of Appointment: 2 - YEARS**
3. **Consecutive Term Rule: N/A**
4. **Qualifications for Membership: THREE CITY COUNCIL POSITIONS, CITY MANAGER**
5. **Appointed by: MAYOR AND CITY COUNCIL**
6. **Board Organization TO APPROVE THE PROJECT PLAN AND FINANCING PLAN FOR THE SHERMAN TAX INCREMENT REINVESTMENT ZONE NUMBER FIVE**
7. **Departmental Responsibility: CITY MANAGER**
8. **Meeting Date: CALLED AS NECESSARY**
9. **Attendance Requirements: N/A**

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PURPOSE:
The Board shall approve the Project Plan and Financing Plan for the Sherman Tax Increment Reinvestment Zone Number Five.

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. M.6.

Meeting Date: 11/17/2025

Prepared By: Teri Fine, Assistant to the City Manager

Approved By: Zachary Flores, City Manager

Caption:
BOARD/COMMISSION APPOINTMENT
Tax Increment Reinvestment Zone #6 Chair

Issue:
Mayor Shawn Teamann, and Council Members Pam Howeth and Josh Stevenson currently serve on the City's Tax Increment Reinvestment Board #6. The Chair needs to be appointed each year.

Background:
The Board approves the Project Plan and Financing Plan for the Sherman Tax Increment Reinvestment Zone Number Six. TIRZ Number Six covers the area on the southwest and southeast corners of the intersection of U.S. Highway 75 and F.M. 691.

Each member will be appointed to serve a two-year term. The City Council will appoint the Chair of each TIRZ Board to serve for a term of one year beginning January 1.

Capital Improvement Program:

Origination:
The appointments originated with the City Clerk's Office.

Financial Consideration:
There is no financial consideration.

Staff Recommendation:
It is recommended that the City Council appoint the Chair to Tax Increment Reinvestment Zone #6

Alternatives:
The alternative is to delay the appointment of the Chair.

Attachments:
1. Roster -Tax Increment Reinvestment Zone #6
2. Fact Sheet - Tax Increment Reinvestment Zone Board #6

MEMBERSHIP ROSTER

TAX INCREMENT REINVESTMENT ZONE #6

LENGTH OF TERMS: 2 - YEARS
Term Limit: N/A

MEMBER	DISTRICT	TERM BEGINS	TERM EXPIRES	TERMS	MEMBERSHIP REQUIREMENTS
Shawn Teamann	1	A 11/19/2024	11/2025	1	Mayor
Pam Howeth	3	A 5/2/2017	11/2017	1	Council Member
		R 11/21/2017	11/2018	2	
		R 11/20/2018	11/2019	3	
		R 11/19/2019	11/2020	4	
		R 11/17/2020	11/2021	5	
		R 11/16/2021	11/2022	6	
		R11/21/2022	11/2023	7	
		R 11/19/2023	11/2024	8	
		R 11/19/2024	11/2025	9	
Josh Stevenson	2	A 11/21/2017	11/2018	1	Council Member
		R 11/20/2018	11/2019	2	
		R 11/19/2019	11/2020	3	
		R 11/17/2020	11/2021	4	
		R 11/16/2021	11/2022	5	
		R 11/21/2022	11/2023	6	
		R 11/19/2023	11/2024	7	
		R 11/19/2024	11/2025	8	
Dr. Zachary Flores	n/a				City Manager

NOTE:

CITY STAFF: Dr. Zachary Flores, City Manager
Revised 11/10/2025

FACT SHEET

TAX INCREMENT REINVESTEMENT ZONE BOARD #6

Established by ORDINANCE 6011 – FEBRUARY 20, 2017

1. **Number of Members: FIVE**
2. **Term of Appointment: 2 - YEARS**
3. **Consecutive Term Rule: N/A**
4. **Qualifications for Membership: THREE CITY COUNCIL POSITIONS, CITY MANAGER**
5. **Appointed by: MAYOR AND CITY COUNCIL**
6. **Board Organization TO APPROVE THE PROJECT PLAN AND FINANCING PLAN FOR THE SHERMAN TAX INCREMENT REINVESTMENT ZONE NUMBER SIX**
7. **Departmental Responsibility: CITY MANAGER**
8. **Meeting Date: CALLED AS NECESSARY**
9. **Attendance Requirements: N/A**

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PURPOSE:
The Board shall approve the Project Plan and Financing Plan for the Sherman Tax Increment Reinvestment Zone Number Six.

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. M.7.

Meeting Date: 11/17/2025

Prepared By: Teri Fine, Assistant to the City Manager

Approved By: Zachary Flores, City Manager

Caption:
BOARD/COMMISSION APPOINTMENT
Tax Increment Reinvestment Zone #7 Chair

Issue:
Mayor Shawn Teamann, and Council Members Pam Howeth, Daron Holland, Josh Stevenson, and Juston Dobbs currently serve on the City's Tax Increment Reinvestment Zone #7. The chair needs to be appointed each year.

Background:
The Board approves the Project Plan and Financing Plan for the Sherman Tax Increment Reinvestment Zone Number Seven. TIRZ Number Seven encompasses the southeast corner of U.S. Highway 75 and F.M. 1417, and includes approximately 300 acres, including the Legacy Village and Bel Air Village developments.

Each member will be appointed to serve a two-year term. The City Council will appoint the Chair of each TIRZ Board to serve for a term of one year beginning January 1.

Capital Improvement Program:

Origination:
The appointments originated with the City Clerk's Office.

Financial Consideration:
There is no financial consideration.

Staff Recommendation:
It is recommended that the City Council appoint a Chair of the Tax Increment Reinvestment Zone #7.

Alternatives:
The alternative is to delay the appointment of a Chair.

Attachments:
1. Roster - Tax Increment Reinvestment Zone #7
2. Fact Sheet - Tax Increment Reinvestment Zone Board #7

MEMBERSHIP ROSTER

TAX INCREMENT REINVESTMENT ZONE #7

LENGTH OF TERMS:
Term Limit: N/A

MEMBER	DISTRICT	TERM BEGINS	TERM EXPIRES	TERMS	MEMBERSHIP REQUIREMENTS
Shawn Teamann	1	A 11/19/2024	11/2025	1	Mayor
Pam Howeth	3	A 12/5/2017	11/2018	1	Council Member
		R 11/20/2018	11/2019	2	
		R 11/19/2019	11/2020	3	
		R 11/17/2020	11/2021	4	
		R 11/16/2021	11/2022	5	
		R 11/21/2022	11/2023	6	
		R 11/19/2023	11/2024	7	
		R 11/29/2024	11/2025	8	
Daron Holland	4	A 12/5/2017	11/2018	1	Council Member
		R 11/20/2018	11/2019	2	
		R 11/19/2019	11/2020	3	
		R 11/17/2020	11/2021	4	
		R 11/16/2021	11/2022	5	
		R 11/21/2022	11/2023	6	
		R 11/19/2023	11/2024	7	
		R 11/19/2024	11/2025	8	
Josh Stevenson	2	A 2/20/2024	11/2024	1	Council Member
		R 11/19/2024	11/2025	2	
Juston Dobbs	4	A 2/20/2024	11/2024	1	Council Member
		R 11/19/2024	11/2025	2	
Grayson County Representative					
State Senator					
State Representative					
Dr. Zachary Flores	n/a				City Manager

NOTE:

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CITY STAFF: Robby Hefton, City Manager
Revised 11/22/2024

FACT SHEET

TAX INCREMENT REINVESTTEMENT ZONE BOARD #7

Established by RESOLUTION 6301 – NOVEMBER 20, 2017

1. **Number of Members: NINE**
2. **Term of Appointment: REVIEW ANNUALLY**
3. **Consecutive Term Rule: N/A**
4. **Qualifications for Membership: FIVE CITY COUNCIL POSITIONS, CITY MANAGER, ONE REPRESENTATIVE FROM GRAYSON COUNTY, STATE SENATOR, STATE REPRESENTATIVE**
5. **Appointed by: MAYOR AND CITY COUNCIL**
6. **Board Organization TO MAKE RECOMMENDATIONS FOR THE ADMINISTRATION OF TAX CODE CHAPTER 311 IN SHERMAN TAX INCREMENT REINVESTMENT ZONE NUMBER SEVEN**
7. **Departmental Responsibility: CITY MANAGER**
8. **Meeting Date: CALLED AS NECESSARY**
9. **Attendance Requirements: N/A**

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PURPOSE:
The Board shall make recommendations to the City Council concerning the administration of Tax Code Chapter 311.

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. M.8.

Meeting Date: 11/17/2025

Prepared By:

Approved By: Zachary Flores, City Manager

Caption:
BOARD/COMMISSION APPOINTMENT
Tax Increment Reinvestment Zone #8 Board (4)
Tax Increment Reinvestment Zone #8 Board Chair

Issue:
An ordinance amending the composition of theTIRZ #8 Board of Directors to nine (9) members, in compliance with state law, was presented earlier in this meeting. The membership will consist of five members of the City Council, the City Manager, a representative from Grayson County, the State Senator and the State Representative in whose district the zone is located. The terms are for two years. However, they are reviewed annually to ensure the five City board positions are still filled by City Council members.

Background:
The Board of Directors makes recommendations to the City Council concerning the administration of Tax Code Chapter 311 in the zone. This includes approving the Project Plan and Financing Plan for the Sherman Tax Increment Reinvestment Zone #8. TIRZ #8 covers the residential area of the Heritage Ranch Planned Development at the northeast corner of F.M. 1417 (Heritage Parkway) and U.S. Hwy 82, between Plainview Road and Travis Street.

The State Tax Code also requires the City to increase the board from five members to nine members. Two of the members must be the current State Senator and State Representative. Each member will be appointed to serve a two-year term. The City Council will appoint the Chair of each TIRZ Board to serve for a term of one year beginning January 1.

Current TIRZ #8 Board Members:

Council Member Clay Barnett — Appointed November 2024
Council Member Juston Dobbs — Appointed November 2024.
Council Member Henry Marroquin — Appointed November 2024
City Manager
Grayson County Representative

Appointments Needed:
State Representative Shelly Luther
State Senator Brent Hagenbuch
Council Member - Staff recommends Council Member Josh Stevenson
Council Member - Staff recommends Council Member Darron Holland

Capital Improvement Program:

Origination:

Financial Consideration:
There is no financial consideration.

Staff Recommendation:

Alternatives:

Attachments:
1. Roster - Tax Increment Reinvestment Zone #8
2. Fact Sheet - Tax Increment Reinvestment Zone Board #8

MEMBERSHIP ROSTER

TAX INCREMENT REINVESTMENT ZONE #8

LENGTH OF TERMS:
Term Limit: N/A

MEMBER	DISTRICT	TERM BEGINS	TERM EXPIRES	TERMS	MEMBERSHIP REQUIREMENTS
Clay Barnett		A 11/19/2024	11/2025	1	Council Member
Juston Dobbs		A 5/2/2022 R 11/21/2022 R 11/19/2023 R 11/19/2024	11/2022 11/2023 11/2024 11/2025	1 2 3 4	Council Member
Henry Marroquin		A 5/2/2022 R 11/21/2022 R 11/19/2023 R 11/19/2024	11/2022 11/2023 11/2024 11/2025	1 2 3 4	Council Member
					Council Member
					Council Member
		A 5/2/2022		1	Grayson County Representative
					State Representative
					State Senator
Dr. Zachary Flores	n/a				City Manager

NOTE:

CITY STAFF: Dr. Zachary Flores, City Manager
Revised 11/06/2025

FACT SHEET

TAX INCREMENT REINVESTTEMENT ZONE BOARD #8

Established by Ordinance 6476

1. **Number of Members: NINE**
2. **Term of Appointment: REVIEW EVERY TWO YEARS**
3. **Consecutive Term Rule: N/A**
4. **Qualifications for Membership: FIVE CITY COUNCIL POSITIONS, CITY MANAGER, ONE GRAYSON COUNTY REPRESENTATIVE, STATE SENATOR, STATE REPRESENTATIVE**
5. **Appointed by: MAYOR AND CITY COUNCIL**
6. **Board Organization TO APPROVE THE PROJECT PLAN AND FINANCING PLAN FOR THE SHERMAN TAX INCREMENT REINVESTMENT ZONE NUMBER EIGHT**
7. **Departmental Responsibility: CITY MANAGER**
8. **Meeting Date: CALLED AS NECESSARY**
9. **Attendance Requirements: N/A**

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PURPOSE:

The Board shall approve the Project Plan and Financing Plan for the Sherman Tax Increment Reinvestment Zone Number Eight. The TIRZ #8 covers the area in Heritage Ranch Residential (East Side), along Hwy 82 and between Plainview Road and Travis Street.

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. M.9.

Meeting Date: 11/17/2025

Prepared By: Teri Fine, Assistant to the City Manager

Approved By: Zachary Flores, City Manager

Caption:
BOARD/COMMISSION APPOINTMENT
Tax Increment Reinvestment Zone #9 Board Chair

Issue:
Council Members Clay Barnett, Juston Dobbs and Henry Marroquin currently serve on the City's Tax Increment Reinvestment Zone #9. The Chair needs to be appointed each year.

Background:
The Board approves the Project Plan and Financing Plan for the Sherman Tax Increment Reinvestment Zone Number Nine. TIRZ Number Nine encompasses Heritage Ranch Commercial (west side) along Hwy 82 and between Plainview Road and FM 1417 (Heritage Parkway).

Capital Improvement Program:

Origination:
The appointments originated with the City Clerk's Office.

Financial Consideration:
There is no financial consideration.

Staff Recommendation:
It is recommended that the City Council appoint a Chair to the Tax Increment Reinvestment Zone #9.

Alternatives:
The alternative is to delay the appointment of a Chair.

Attachments:
1. Roster - Tax Increment Reinvestment Zone #9
2. Fact Sheet - Tax Increment Reinvestment Zone Board #9

MEMBERSHIP ROSTER

TAX INCREMENT REINVESTMENT ZONE #9

LENGTH OF TERMS:
Term Limit: N/A

MEMBER	DISTRICT	TERM BEGINS	TERM EXPIRES	TERMS	MEMBERSHIP REQUIREMENTS
Clay Barnett		A 11/19/2024	11/2025	1	Council Member
Juston Dobbs		A 5/2/2022 R 11/21/2022 R 11/19/2023 R 11/19/2024	11/2022 11/2023 11/2024 11/2025	1 2 3 4	Council Member
Henry Marroquin		A 5/2/2022 R 11/21/2022 R 11/19/2023 R 11/19/2024	11/2022 11/2023 11/2024 11/2025	1 2 3 4	Council Member
		A 5/2/2022	11/2022	1	Grayson County Representative
Dr. Zachary Flores	n/a				City Manager

NOTE:

CITY STAFF: Zachary Flores, City Manager
Revised 11/06/2025

FACT SHEET

TAX INCREMENT REINVESTTEMENT ZONE BOARD #9

Established by Ordinance 6477

1. **Number of Members: FIVE**
2. **Term of Appointment: REVIEW ANNUALLY**
3. **Consecutive Term Rule: N/A**
4. **Qualifications for Membership: THREE CITY COUNCIL POSITIONS, CITY MANAGER, ONE GRAYSON COUNTY REPRESENTATIVE**
5. **Appointed by: MAYOR AND CITY COUNCIL**
6. **Board Organization TO APPROVE THE PROJECT PLAN AND FINANCING PLAN FOR THE SHERMAN TAX INCREMENT REINVESTMENT ZONE NUMBER EIGHT**
7. **Departmental Responsibility: CITY MANAGER**
8. **Meeting Date: CALLED AS NECESSARY**
9. **Attendance Requirements: N/A**

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PURPOSE:
The Board shall approve the Project Plan and Financing Plan for the Sherman Tax Increment Reinvestment Zone Number Nine. The TIRZ #9 covers the area in Heritage Ranch Commercial (West Side), along Hwy 82 and between Plainview Road and FM 1417 (Heritage Parkway).

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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16	17	18	19	20	21	22
23	24	25	26	27	28	

March

Su	Mo	Tu	We	Th	Fr	Sa
						1
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16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

April

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

May

Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
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18	19	20	21	22	23	24
25	26	27	28	29	30	31

June

Su	Mo	Tu	We	Th	Fr	Sa
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15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

July

Su	Mo	Tu	We	Th	Fr	Sa
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27	28	29	30	31		

August

Su	Mo	Tu	We	Th	Fr	Sa
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24	25	26	27	28	29	30
31						

September

Su	Mo	Tu	We	Th	Fr	Sa
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21	22	23	24	25	26	27
28	29	30				

October

Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
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12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

November

Su	Mo	Tu	We	Th	Fr	Sa
						1
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16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

December

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

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

CALLED MEETINGS	
4/11/2025	Budget Planning Meeting
5/22/2025	Capital Improvement Meeting
9/12/2025	Joint Meeting with SEDCO
9/29/2025	Joint Meeting with SISD
10/9/2025	Council/P&Z Training