

**CITY OF SHERMAN
CITY COUNCIL REGULAR MEETING AGENDA
COUNCIL CHAMBERS OF THE CITY HALL
220 WEST MULBERRY STREET
SHERMAN, TEXAS
MONDAY, DECEMBER 4, 2023
5:00 PM**

- A.1. CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN**
- A.2. PLEDGE OF ALLEGIANCE LED BY COUNCIL MEMBER PAMELA L. HOWETH**
- A.3. INVOCATION BY COUNCIL MEMBER PAMELA L. HOWETH**
- A.4. APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF NOVEMBER 6, 2023
AND NOVEMBER 20, 2023.**

Citizen Comments

B.1. CITIZEN COMMENTS

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

Consent Agenda

C.1. CONSENT AGENDA

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

Resolutions

D.1. * RESOLUTION NO. 7235

Authorizing the Execution of a Master Services Agreement with Flock Group Inc. for the Purchase of the Flock Safety Platform for the Sherman Police Department

D.2. * RESOLUTION NO. 7236

Authorizing the Purchase of Two Trailer Mounted Pumps Used for the Water Treatment Plant through Buy Board

D.3. RESOLUTION NO. 7237

Authorizing Execution of Amendment No. 2 to the Professional Services Agreement with Pape-Dawson Engineers, Inc. for Sherman Water Treatment Plant - Concentrate Discharge and Outfall Design Services

COUNCIL COMMENTS

EXECUTIVE SESSION

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

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:

F.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.

Receive legal advice regarding PFAS class action litigations involving Dupont and 3M

F.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.

F.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.

F.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.

Texoma Community Center Board of Trustees (1)

F.5. TEX. GOV'T CODE § 551.076

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

F.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.

East Village

F.7. TEX. GOV'T CODE § 551.089

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

The Council reconvenes into General Session

COUNCIL CALENDAR

H.1.

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

Council Calendar

CERTIFICATION

I, the undersigned authority, do hereby certify that the above Notice of Regular Meeting of the City Council of the City of Sherman is a true and correct copy of said Notice and that I posted a true and correct copy of said Notice on the bulletin board at City Hall of said City of Sherman, Texas, a place convenient to the public, and said notice was posted on Friday, December 1, 2023 at 4:00 p.m., and said time of posting was 72 hours before said meeting was convened or called to order.

Dated this 1st day of December 2023. City of Sherman, Texas

City Clerk

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

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

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

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

PERSONS WITH DISABILITIES, WHO PLAN TO ATTEND THIS MEETING AND WHO MAY NEED ASSISTANCE, ARE REQUESTED TO CONTACT LINDA ASHBY AT (903) 892-7204, TWO (2) WORKING DAYS PRIOR TO THE MEETING SO THAT APPROPRIATE ARRANGEMENTS CAN BE MADE.

Mayor

David Plyler

Deputy Mayor

Shawn C. Teamann

Council Members

Henry Marroquin, Council-At-Large, PL #1
Juston Dobbs, Council-At-Large, PL #2
Shawn C. Teamann, Council – District #1

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

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

Officer Burke applied a tourniquet to the amputated leg, providing life-saving measures until Sherman Fire/EMS arrived on scene. Through his perseverance, fearlessness, and devotion to duty, Officer Burke rendered aid that provided life-saving measures.

Chief Jeffcoat presented the Medal of Valor to Officer Tim Gann for his response on September 22, 2023 to the Veterans of Foreign Wars Post, when multiple 911 calls about an armed suspect came in to Police Dispatch.

Officer Gann was working off-duty nearby, and voluntarily responded to assist, and was first to arrive on scene. Within seconds of his arrival, Officer Gann encountered the suspect outside of the business. Alone, he sought the armed suspect in a dark parking lot and displayed exceptional courage at the imminent risk of serious injury. This was the same suspect that was wanted for robbery of the First United Bank, earlier in the month.

The award for Officer of the 3rd Quarter Award was also presented to Officer Gann.

CITIZEN'S COMMENTS

GRAYSON COUNTY COMMISSIONER CANDIDATE

Lindsay Wright, 7979 Southmayd Road, Collinsville, appeared representing the Greater Texoma Association of Realtors. She has been the CEO of the organization for the past nine years, and they represent realtors in Cooke, Grayson, and Fannin Counties. As of October 1, 2022, they also represent Lamar, Delta, and Red River Counties.

**GRAYSON COUNTY
COMMISSIONER
CANDIDATE**

She thanked the Council for everything they do and for making Sherman a destination, where people want to come. She said she is also running for Grayson County Commissioner, Precinct 3. Current Commissioner Phyllis James is not seeking re-election.

She wanted to introduce herself and to work together with the Council, in the future.

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.

CONSENT AGENDA

The Council reviewed the Consent Agenda. Council Member Teamann moved to approve the Consent Agenda, as presented. Second by Council Member Howeth. All present voted AYE.

Mayor Plyler introduced Ordinance No. 6668 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING CHAPTER 13 OF THE CODE OF ORDINANCES, ENTITLED "UTILITIES", ARTICLE 13.10, ENTITLED "MUNICIPAL DRAINAGE UTILITY SYSTEM", AT DIVISION 3, ENTITLED "FEE SCHEDULE"; PROVIDING FOR INCLUSION IN THE

**ORD 6668
STORMWATER FEE**

**CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY;
PROVIDING FOR A REPEALER CLAUSE.**

Mary Lawrence, Chief Financial Officer, said, during the Budget Work Shop, the Council directed the staff to change the Municipal Utility Drainage Fee, or Stormwater Fee, from \$1 to \$2. This ordinance enacts that \$1 increase. The increase will generate about \$450,000 annually for the Stormwater Utility Fund.

No citizens appeared before the City Council to discuss Ordinance No. 6668.

Mayor Plyler introduced Ordinance No. 6669 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, REPEALING ORDINANCE NO. 6578 AND AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14 AND GRANTING A SPECIFIC USE PERMIT TO ALLOW A COMMERCIAL AMUSEMENT CENTER, INDOOR OR OUTDOOR, AND AN OUTDOOR RESTAURANT IN A C-2 (RETAIL BUSINESS) DISTRICT, LOCATED AT 4801 NORTH FM 1417 (HERITAGE PARKWAY), CONSISTING OF 5.742 ACRES IN THE ALFRED HUME SURVEY, ABSTRACT NO. 522, BRIAN PREVIATY (OWNER) AND UNDERWOOD DRAFTING & SURVEYING, INC. (SURVEYOR); PRESCRIBING CONDITIONS TO THE SPECIFIC USE PERMIT; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00; PROVIDING A REPEALING /SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

**ORD 6669
SUP FOR COMMERCIAL
AMUSEMENT CENTER
(4801 N. FM 1417)**

Rob Rae, Director of Development Services, said this is for a Specific Use Permit for an Amusement Center. The applicant came in in March 2023 for a SUP for a tennis and racquet center at this location. He is now wanting to add a permanent food truck, which would require the SUP to be amended.

The Planning and Zoning Commission and the Staff recommended approval of the Specific Use Permit, subject to the Staff Review Letter.

Brian Previaty, 332 Hurricane Creek, Anna, Texas

Mr. Previaty appeared representing the request, and said they would like to add a food truck at the location for the kids.

No other citizens appeared before the City Council to discuss Ordinance No. 6669.

Mayor Plyler introduced Ordinance No. 6670 and called for a public hearing:

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 C-2 (GENERAL COMMERCIAL) DISTRICT/FM 1417 OVERLAY DISTRICT, LOCATED AT 4805 NORTH FM 1417 (HERITAGE PARKWAY), CONSISTING OF

**ORD 6670
SUP FOR SCHOOLS
IN C-2 DISTRICT/
FM 1417 OVERLAY
DISTRICT
(4805 N. FM 1417)**

4.250 ACRES BEING LOT 1 OF THE GLITZY GIRLS ADDITION, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS 680 INVESTMENT PROPERTIES LLC (OWNER) AND EDUCATE TEXOMA, LLC (APPLICANT) AND UNDERWOOD DRAFTING & SURVEYING (SURVEYOR) PRESCRIBING CONDITIONS TO THE SPECIFIC USE PERMIT; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

Mr. Rae said this Specific Use Permit is to allow a Montessori School at this location.

The Planning and Zoning Commission and the Staff recommended approval of the Specific Use Permit, subject to the Staff Review Letter.

Matt Burruss, 4211 Preston Road, Denison

Mr. Burruss appeared representing the request, and said they currently have a Montessori School on FM 1417, just north of this location. They have been operating for about a year, at Leap of Faith Church. They are currently at capacity and need to expand.

No other citizens appeared before the City Council to discuss Ordinance No. 6670.

Mayor Plyler introduced Ordinance No. 6671 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, AND GRANTING A SPECIFIC USE PERMIT TO ALLOW AUTOMOBILE REPAIR, BODY WORK, OR PAINTING IN A C-2 (GENERAL COMMERCIAL) DISTRICT, LOCATED AT 4424 TEXOMA PARKWAY, CONSISTING OF 1.935 ACRES BEING IN THE W.F. PATTERSON SURVEY, ABSTRACT NO. 969, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS; DOUGLASS DISTRIBUTING (OWNER) AND LUIS NAVARRETE, TEXOMA TIRE SHOP (APPLICANT) AND HELVEY-WAGNER SURVEYING (SURVEYOR); PRESCRIBING CONDITIONS TO THE SPECIFIC USE PERMIT; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

ORD 6671
ZONE CHANGE
(4424 TEXOMA PKWY)

Mr. Rae said this is a Specific Use Permit for a tire shop, that has already been in operation for a "number of decades." The current owner has occupied it for about six years.

This is a result of enforcement action by the City, in realizing they didn't have a Certificate of Occupancy. They also have a lot of tires, debris, and trash, that was being enforced. The business was instructed to come into compliance, which included getting a SUP.

The Planning and Zoning Commission recommended approval of the Specific Use Permit, with the condition that it should be tied to the applicant, and for a period of one year. The Staff also recommends approval of the SUP, since the applicant is wanting to comply with the City's ordinances.

COUNCIL MINUTES – NOVEMBER 6, 2023

Bobby Warren, 1709 Brookshire Lane, Sherman

Mr. Warren appeared representing the landlord. He was available to answer any questions the Council might have.

No other citizens appeared before the City Council to discuss Ordinance No. 6671.

Mayor Plyler introduced Ordinance No. 6672 and called for a public hearing:

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 MEETING HALL IN A C-2 (GENERAL COMMERCIAL) DISTRICT, LOCATED AT 4800 TEXOMA PARKWAY, SUITE B012 CONSISTING OF 42.8134 ACRES IN THE JOHN HENDRIX SURVEY, ABSTRACT NO. 503, THE W.F. PATTERSON SURVEY, ABSTRACT NO. 969, THE DANIEL SHELPS SURVEY, ABSTRACT NO. 1097 AND THE T.J. SHANNON SURVEY, ABSTRACT NO. 1136, LOTS 1 AND 3, BLOCK 1, MIDWAY MALL, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS; STAR MIDWAY MALL, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS; STAR MIDWAY, LLC (OWNER) AND MARISA NUNES (APPLICANT) 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.

ORD 6672
ZONE CHANGE &
SUP FOR MEETING
HALL
(4800 TEXOMA PKWY)

Mr. Rae said this zone change would allow a meeting hall at the Midway Mall.

The Planning and Zoning Commission and the Staff recommended approval of the Zone Change, subject to the Staff Review Letter.

Juan Torres, 4800 Texoma Parkway, Sherman

Mr. Torres appeared representing the applicant, because she didn't speak English. He said the meeting hall would be used for birthday parties and graduation parties, for about 100 people.

No other citizens appeared before the City Council to discuss Ordinance No. 6672.

Mayor Plyler introduced Ordinance No. 6673 and called for a public hearing:

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, TRACT 2, CONSISTING OF 44.537 ACRES IN THE S.C. INMAN SURVEY, ABSTRACT 621 AND THE T. SHANNON SURVEY, ABSTRACT NO. 1136, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED IN THE 2700 BLOCK BLUE FLAME ROAD AND 5100 BLOCK FALLON DRIVE, HERETOFORE ZONED AN M-2 (HEAVY MANUFACTURING) DISTRICT; REZONING AND PLACING THE TRACT IN THE MF-30 (MULTI FAMILY RESIDENTIAL) DISTRICT CLASSIFICATION, PILOT POINT LAND PARTNERS, LLC (OWNER), NATHAN PARROTT, PAPE-DAWSON ENGINEERS (REPRESENTATIVE) AND PAPE-DAWSON

ORD 6673
ZONE CHANGE
(2700 BLOCK BLUE
FLAME RD & 5100
BLOCK FALLON DR)

ENGINEERS (ENGINEER/SURVEYOR); PROVIDING FOR A PENALTY NOT TO EXCEED \$2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

Mr. Rae said this zone change would be from M-2 to MF-30, Multi-Family Residential District.

The Planning and Zoning Commission and the Staff recommended approval of the Zone Change, subject to the Staff Review Letter.

Nate Parrott, Sr. Land Planner, Pape-Dawson Engineers

Mr. Parrott explained that everything east on the development would be the 44 acres, and everything west would be taken off and resubmitted for single-family.

No other citizens appeared before the City Council to discuss Ordinance No. 6673.

Mayor Plyler introduced Ordinance No. 6674 and called for a public hearing:

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), SECTIONS 14.08.001 (DEFINITIONS) AND 14.10.001 (USE CHART); MODIFYING CERTAIN EXISTING REGULATIONS RELATING TO PERMITTED USES, CONDITIONAL USES, AND SPECIFIC USE PERMITS; 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.

ORD 6674
ZONING ORDINANCE
MODIFYING EXISTING
REGULATIONS &
PERMITTED USES

Mr. Rae said this ordinance involves minor updates to the zoning ordinance. The City Council had previously asked them to look at updating three sections and update the conditions to be met. These sections include Build-to-Rent, Smoke Shops, and Gas Stations.

He said Build-to-Rent is a new development type, and the Council expressed concern about what would happen to these developments over the long term. BTR can consist of single family, detached, townhomes, and duplexes, which are located on one lot.

The staff's recommendation is to permit BTR, with a Specific Use Permit in an MF-15 District. They must also meet the following requirements:

- Cannot exceed 10 units per acre
- Each unit must have one enclosed garage parking space
- Development must have 10% usable open space
- Shall have a common management company with office hours of 9 am to 5 pm

The update would also clarify that duplex and townhome zoning district must be on individually platted lots, and a duplex or townhome development on one plated lot would be considered BTR.

Mr. Rae said smoke shops are currently permitted in a C-1 or C-2 District with a Specific Use Permit. The staff is proposing the following changes:

- Cannot be located within 300 ft of single-family, churches, hospitals, or child care facilities
- Cannot be located within 1000 ft of schools
- Cannot be located within 1000 ft of another smoke shop or lounge
- City Council may grant an exception to the conditions similar to the alcohol permit regulations

He said the Planning and Zoning Commission recommended approval of these conditions, with the exception of the requirement that it cannot be located within 1000 ft of another smoke shop or lounge.

Mr. Rae said the last proposed change is for gas stations. They are currently permitted in Neighborhood Commercial, C-1, C-2, and M Districts. The proposed change would allow them to be permitted, with a Specific Use Permit and a conditional use, in a C-N District, but allow them to be a conditional use in a C-1 District. This would limit them to a fuel pump system not being located within 300 feet of a single-family property.

Mr. Rae presented a revision to this ordinance, that has a highlighted section on page two, that specifies this was a change that was made today to clearly specify the definition of a multi-family dwelling. If Council Members decide to approve the ordinance, he asked that it be approved subject to this revision.

Sahil Tejani, 738 E. Highway 82, Sherman

Mr. Tejani appeared representing an application that was made in September 2023, for a smoke shop at 738 E. Hwy 82. It has gone to the Planning and Zoning Commission, but not to the City Council. He asked what could be done for the request.

No other citizens appeared before the City Council to discuss Ordinance No. 6674.

The Public Hearing was closed.

Ordinance 6671

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, AND GRANTING A SPECIFIC USE PERMIT TO ALLOW AUTOMOBILE REPAIR, BODY WORK, OR PAINTING IN A C-2 (GENERAL COMMERCIAL) DISTRICT, LOCATED AT 4424 TEXOMA PARKWAY, CONSISTING OF 1.935 ACRES BEING IN THE W.F. PATTERSON SURVEY, ABSTRACT NO. 969, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS; DOUGLASS DISTRIBUTING (OWNER) AND LUIS NAVARRETE, TEXOMA TIRE SHOP (APPLICANT) AND HELVEY-WAGNER SURVEYING (SURVEYOR); PRESCRIBING CONDITIONS TO THE SPECIFIC USE PERMIT; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

ORD 6671
ZONE CHANGE
(4424 TEXOMA PKWY)

Deputy Mayor Stevenson asked if the City currently had an ordinance about tires on the outside of a business. Mr. Rae said merchandise is not permitted in the yard of their business. Some businesses put their tires in the garage to display and that complies with the ordinance, however, putting them in front of the business does not comply.

Deputy Mayor Stevenson asked if they were allowed to store old tires at the business. Mr. Rae said not if they are visible from the street.

Council Member Howeth also expressed concern about this property and said it has not been up to standards, and has been an “eyesore.”

Deputy Mayor Stevenson asked if the Council could approve a conditional Specific Use Permit, and Council Member Howeth added, and tied to the applicant for one year. Mr. Rae said that is the way the current ordinance is written.

Council Member Marroquin said some improvements have been made.

ACTION TAKEN.

Motion by Council Member Howeth to approve Ordinance No. 6671, with the Specific Use Permit being tied to the applicant and good for one year. Second by Deputy Mayor Stevenson.

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

VOTING NAY: None.

MOTION CARRIED.

Ordinance 6674

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), SECTIONS 14.08.001 (DEFINITIONS) AND 14.10.001 (USE CHART); MODIFYING CERTAIN EXISTING REGULATIONS RELATING TO PERMITTED USES, CONDITIONAL USES, AND SPECIFIC USE PERMITS; 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.

**ORD 6674
ZONING ORDINANCE
MODIFYING EXISTING
REGULATIONS &
PERMITTED USES**

Council Member Dobbs asked if the wording needed to be changed based on the Planning and Zoning Commission recommendation. Mr. Rae said the staff wrote the ordinance to not include that change, but wanted to acknowledge their recommendation. If Council Members agree with the Planning and Zoning Commission, then they can add that back into the motion, and the 1,000' requirement will be excluded.

Deputy Mayor Stevenson asked why the Planning and Zoning Commission excluded that requirement. Mr. Rae said they were concerned about creating a monopoly and excluding businesses from control over “market share.”

Council Member Teamann asked about the process for approval with a variance. Mr. Rae said the business would request that variance through the City Council, like with the alcohol permits.

Council Member Teamann asked if there was currently a State law that prohibited gas tanks within 300' of a residence. Ryan Pittman, City Attorney, said he wasn't aware of a law prohibiting that, but he has not studied that issue. That can be addressed if the Council would like. Council Member Teamann then asked about a residence being built within 300' of a gas station.

ACTION TAKEN.

Motion by Council Member Dobbs to approve Ordinance No. 6674, with the revision presented by the staff. Second by Deputy Mayor Stevenson.

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

VOTING NAY: None.

MOTION CARRIED.

Ordinance 6668

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING CHAPTER 13 OF THE CODE OF ORDINANCES, ENTITLED "UTILITIES", ARTICLE 13.10, ENTITLED "MUNICIPAL DRAINAGE UTILITY SYSTEM", AT DIVISION 3, ENTITLED "FEE SCHEDULE"; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER CLAUSE.

ORD 6668

STORMWATER FEE

ACTION TAKEN.

Motion by Council Member Howeth to approve Ordinance No. 6668, as presented. Second by Council Member Dobbs.

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

VOTING NAY: None.

MOTION CARRIED.

Ordinance 6669

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, REPEALING ORDINANCE NO. 6578 AND AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14 AND GRANTING A SPECIFIC USE PERMIT TO ALLOW A COMMERCIAL AMUSEMENT CENTER, INDOOR OR OUTDOOR, AND AN OUTDOOR RESTAURANT IN A C-2 (RETAIL BUSINESS) DISTRICT, LOCATED AT 4801 NORTH FM 1417 (HERITAGE PARKWAY), CONSISTING OF 5.742 ACRES IN THE ALFRED HUME SURVEY, ABSTRACT NO. 522, BRIAN PREVIATY (OWNER) AND UNDERWOOD DRAFTING & SURVEYING, INC. (SURVEYOR); PRESCRIBING CONDITIONS TO THE SPECIFIC USE PERMIT; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00; PROVIDING A REPEALING /SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

ORD 6669

**SUP FOR COMMERCIAL
AMUSEMENT CENTER
(4801 N. FM 1417)**

Ordinance 6670

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;

ORD 6670

**SUP FOR SCHOOLS
IN C-2 DISTRICT/
FM 1417 OVERLAY
DISTRICT**

ELEMENTARY, HIGH, COLLEGE AND UNIVERSITIES, PUBLIC, PRIVATE, OR DENOMINATIONAL IN A C-2 (GENERAL COMMERCIAL) DISTRICT/FM 1417 OVERLAY DISTRICT, LOCATED AT 4805 NORTH FM 1417 (HERITAGE PARKWAY), CONSISTING OF 4.250 ACRES BEING LOT 1 OF THE GLITZY GIRLS ADDITION, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS 680 INVESTMENT PROPERTIES LLC (OWNER) AND EDUCATE TEXOMA, LLC (APPLICANT) AND UNDERWOOD DRAFTING & SURVEYING (SURVEYOR) PRESCRIBING CONDITIONS TO THE SPECIFIC USE PERMIT; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

(4805 N. FM 1417)

ACTION TAKEN.

Motion by Deputy Mayor Stevenson to approve Ordinance Nos. 6669 and 6670, as presented. Second by Council Member Teamann.

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

VOTING NAY: None.

MOTION CARRIED.

Ordinance 6672

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 MEETING HALL IN A C-2 (GENERAL COMMERCIAL) DISTRICT, LOCATED AT 4800 TEXOMA PARKWAY, SUITE B012 CONSISTING OF 42.8134 ACRES IN THE JOHN HENDRIX SURVEY, ABSTRACT NO. 503, THE W.F. PATTERSON SURVEY, ABSTRACT NO. 969, THE DANIEL SHELPS SURVEY, ABSTRACT NO. 1097 AND THE T.J. SHANNON SURVEY, ABSTRACT NO. 1136, LOTS 1 AND 3, BLOCK 1, MIDWAY MALL, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS; STAR MIDWAY MALL, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS; STAR MIDWAY, LLC (OWNER) AND MARISA NUNES (APPLICANT) 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.

ORD 6672
ZONE CHANGE &
SUP FOR MEETING
HALL
(4800 TEXOMA PKWY)

Council Member Marroquin verified that this zone change would be for an event center.

Mr. Torres said it would be used for quinceañeras, birthday parties, and graduations. He said there wouldn't be alcohol, just family fun, with a DJ and music.

Mr. Rae said he understood there has already been Facebook posts and invitations to events at this facility. Council Member Marroquin reminded the applicant that they can't be operating without a Certificate of Occupancy. Robby Hefton, City Manager, reiterated that the facility must be used for the purposes listed in the Certificate of Occupancy. He said there are other things required for the Certificate of Occupancy that they would have to meet.

Council Member Howeth also wanted to tie the Specific Use Permit to the applicant. The Planning and Zoning Commission did have it tied to a timeframe.

ACTION TAKEN.

Motion by Council Member Howeth to approve Ordinance No. 6672, but to tie it to the applicant and to approve for one year.

Second by Council Member Teamann.

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

VOTING NAY: None.

MOTION CARRIED.

Ordinance 6660 - (TABLED AT THE OCTOBER 16, 2023 CITY COUNCIL MEETING)

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 216.22 ACRES, BEING IN THE CHARLES CARTER SURVEY, ABSTRACT NO. 229, AND THE HENRY C. ATCHISON SURVEY, ABSTRACT NO. 22, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED IN THE 1900-2600 BLOCKS EAST TUCK STREET, HERETOFORE ZONED R-6 (SINGLE-FAMILY RESIDENTIAL) DISTRICT; REZONING AND PLACING THE TRACT IN THE PD (PLANNED DEVELOPMENT) OF ASPEN PARK, (GRAYSON COUNTY LAND TRUST, OWNERS; ROZANN MARQUIS, REPRESENTATIVE; AND KIMLEY-HORN AND ASSOCIATES, INC., SURVEYOR); PROVIDING FOR A PENALTY NOT TO EXCEED \$2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

ORD 6660
ZONE CHANGE
(1900-2600 BLOCKS
E. TUCK ST)

ACTION TAKEN.

Motion by Deputy Mayor Stevenson to remove Ordinance No. 6660, from table for discussion. Second by Council Member Teamann.

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

VOTING NAY: None.

MOTION CARRIED TO REMOVE FROM TABLE.

Mr. Rae said this is a 216-acre planned development on Tuck Street, on the east side of Sherman. The applicant is proposing a mix of residential, a small portion of commercial, and 15% open space. The staff recommends approval of the Zone Change.

ACTION TAKEN.

Motion by Council Member Stevenson to approve Ordinance No. 6660, as presented. Second by Council Member Teamann.

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

VOTING NAY: None.

MOTION CARRIED.

Ordinance 6673

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, TRACT 2, CONSISTING OF 44.537 ACRES IN THE S.C. INMAN SURVEY, ABSTRACT 621 AND THE T. SHANNON

ORD 6673
ZONE CHANGE
(2700 BLOCK BLUE
FLAME RD & 5100
BLOCK FALLON DR)

SURVEY, ABSTRACT NO. 1136, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED IN THE 2700 BLOCK BLUE FLAME ROAD AND 5100 BLOCK FALLON DRIVE, HERETOFORE ZONED AN M-2 (HEAVY MANUFACTURING) DISTRICT; REZONING AND PLACING THE TRACT IN THE MF-30 (MULTI FAMILY RESIDENTIAL) DISTRICT CLASSIFICATION, PILOT POINT LAND PARTNERS, LLC (OWNER), NATHAN PARROTT, PAPE-DAWSON ENGINEERS (REPRESENTATIVE) AND PAPE-DAWSON ENGINEERS (ENGINEER/SURVEYOR); PROVIDING FOR A PENALTY NOT TO EXCEED \$2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

ACTION TAKEN.

Motion by Deputy Mayor Stevenson to approve Ordinance No. 6673, as presented. Second by Council Member Howeth.

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

VOTING NAY: None.

MOTION CARRIED.

Council Member Marroquin stepped out of the Meeting at 5:42 p.m.

RESOLUTION NO. 7205 -- RENAMING MUSIC STREET TO RAYMOND POLK SR. MEMORIAL DRIVE

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, RENAMING MUSIC STREET TO RAYMOND POLK SR. MEMORIAL DRIVE.

RES 7205
RENAME MUSIC ST
TO RAYMOND POLK
SR MEMORIAL DR

Terrence Steele, Assistant City Manager, said he has been working with Jimmy Polk, a Member of the Order of the Purple Heart, who has asked the City to honor Raymond Polk, a Sherman resident that rose to the second highest rank in the Army. Raymond Polk is a graduate of Fred Douglass School in Sherman.

The request is to rename Music Street to Raymond Polk Sr. Memorial Drive.

Mayor Plyler also said Raymond Polk received several medals in the Army.

ACTION TAKEN.

Motion by Council Member Howeth to approve Resolution No. 7205, as presented. Second by Council Member Dobbs.

VOTING AYE: Dobbs, Howeth, Stevenson, Teamann.

VOTING NAY: None.

MOTION CARRIED.

Council Member Marroquin returned to the Meeting at 5:43 p.m.

RESOLUTION NO. 7206 -- AUTHORIZING EXECUTION OF AN AMENDED AND RESTATED REIMBURSEMENT AGREEMENT BETWEEN SHERMAN HICKORY HILL, LLC AND THE CITY OF SHERMAN, TEXAS, FOR ACTUAL IMPROVEMENT COSTS FOR THE PLANNED DEVELOPMENT KNOWN AS HICKORY HILL

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AMENDED

RES 7206
HICKORY HILL
PLANNED
DEVELOPMENT

AND RESTATED REIMBURSEMENT AGREEMENT BETWEEN SHERMAN HICKORY HILL, LLC AND THE CITY OF SHERMAN, TEXAS FOR ACTUAL IMPROVEMENT COSTS FOR THE PLANNED DEVELOPMENT KNOWN AS HICKORY HILL.

Clint Philpott, Assistant City Manager, said the Council approved an Amended Restated Developer's Agreement with Hickory Hill, to reallocate which projects the City was constructing and funding and which projects the developer would construct and fund.

There was an existing Reimbursement Agreement, and this will update the original agreement to match the updated MDA. The staff wanted to be sure that all the contracts were finalized, and that they were moving forward with the construction of Friendship Road and Lamberth Road, and the single family portion.

With approval, the City will reimburse the developer for the amount in the MDA.

ACTION TAKEN.

Motion by Council Member Howeth to approve Resolution No. 7206, as presented. Second by Council Member Dobbs.
VOTING AYE: Dobbs, Howeth, Marroquin, Stevenson, Teamann.
VOTING NAY: None.
MOTION CARRIED.

RESOLUTION NO. 7207 -- AUTHORIZING THE PURCHASE OF A 2023 SPARTAN LEGEND PUMPER FROM METRO FIRE FOR THE SHERMAN FIRE DEPARTMENT THROUGH SOURCEWELL
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A 2023 SPARTAN LEGEND PUMPER FROM METRO FIRE FOR THE SHERMAN FIRE DEPARTMENT THROUGH SOURCEWELL.

**RES 7207
FIRE PUMPER**

Bart Bowman, Deputy Fire Chief/EMS, said they are replacing the ageing fleet and need to purchase a 2023 Spartan Legend Pumper through Metro Fire. It will replace a 2009 Pierce Engine with 180,000 miles.

The new pumper will have additional storage space for rescue operations, besides the traditional engine use. It will be a pumper and a rescue truck. The cost of the pumper is \$626,000, and it was budgeted for this year. Council Member Howeth confirmed that delivery time should be about 200 days.

ACTION TAKEN.

Motion by Deputy Mayor Stevenson to approve Resolution No. 7207, as presented. Second by Council Member Teamann.
VOTING AYE: Dobbs, Howeth, Marroquin, Stevenson, Teamann.
VOTING NAY: None.
MOTION CARRIED.

RESOLUTION NO. 7208 -- AUTHORIZING EXECUTION OF AN AGREEMENT FOR FIRE AND AMBULANCE SERVICES WITH GRAYSON COUNTY FOR THE PERIOD OF OCTOBER 1, 2023 THROUGH SEPTEMBER 30, 2024

**RES 7208
FIRE & AMBULANCE
SERVICES WITH
GRAYSON COUNTY**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT FOR FIRE AND AMBULANCE SERVICES WITH GRAYSON COUNTY FOR THE PERIOD OF OCTOBER 1, 2023 THROUGH SEPTEMBER 30, 2024.

Chief Bowman said the City has historically contracted with Grayson County to provide emergency services in the County. In 2023, the City received \$218,000 from the County for this service. The contract has been renegotiated, and the City will receive \$345,000 for 2024.

Deputy Mayor Stevenson asked how many runs were made in the County last year. Chief Bowman did not have that information at the current time.

Council Member Howeth confirmed that amount did not recoup the City's cost for the runs.

ACTION TAKEN.

Motion by Council Member Teamann to approve Resolution No. 7208, as presented. Second by Deputy Mayor Stevenson.
VOTING AYE: Dobbs, Howeth, Marroquin, Stevenson, Teamann.
VOTING NAY: None.
MOTION CARRIED.

RESOLUTION NO. 7209 -- APPROVING THE HAZARD MITIGATION ACTION PLAN UPDATE
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPROVING THE HAZARD MITIGATION ACTION PLAN UPDATE.

**RES 7209
HAZARD MITIGATION
ACTION PLAN
UPDATE**

Moises Duran, Emergency Management Coordinator, said the Hazard Mitigation Action Plan is a large, comprehensive plan, and took almost a year to compile. Input was gathered from the City and from the citizens, to address their concerns.

The document will also allow the City to apply for a grant for mitigation of a disaster. He said the plan is a five-year plan.

ACTION TAKEN.

Motion by Deputy Mayor Stevenson to approve Resolution No. 7209, as presented. Second by Council Member Teamann.
VOTING AYE: Dobbs, Howeth, Marroquin, Stevenson, Teamann.
VOTING NAY: None.
MOTION CARRIED.

RESOLUTION NO. 7210 -- AUTHORIZING THE EXECUTION OF A LICENSE AGREEMENT WITH SHERMAN SPORTS AND ENTERTAINMENT, LLC, FOR THE USE OF VETERANS FIELD
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE EXECUTION OF A LICENSE AGREEMENT WITH SHERMAN SPORTS AND ENTERTAINMENT, LLC, FOR THE USE OF VETERANS FIELD.

**RES 7210
SHERMAN SPORTS &
ENTERTAINMENT
USE OF VETERANS
FIELD**

Theresa Hutchinson, Parks and Recreation Manager, said this is an agreement with the Sherman Sports and Entertainment group for the use of Veterans Field. They will schedule 34 home games, and seven practices, during spring training.

In return, they will give the City \$24,000 in non-refundable fees, as well as a \$10,000 deposit, 50 cents per ticket, and \$197,000 worth of upgrades to Veterans Field.

She said the City will still be responsible for maintenance of the field, but they will operate the concessions.

Council Member Howeth asked if they were going to rename Veterans Field. Ms. Hutchinson said, if they do rename it, Veterans Field will remain in the name.

ACTION TAKEN.

Motion by Council Member Howeth to approve Resolution No. 7210, as presented. Second by Council Member Dobbs.

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

VOTING NAY: None.

MOTION CARRIED.

RESOLUTION NO. 7211 -- AUTHORIZING EXECUTION OF AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT WITH GARVER, LLC FOR DESIGN OF THE SHERMAN WATER TREATMENT PLANT EXPANSION PROJECT

**RES 7211
WATER TREATMENT
PLANT EXPANSION
PROJECT**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT WITH GARVER, LLC FOR DESIGN OF THE SHERMAN WATER TREATMENT PLANT EXPANSION PROJECT.

Tom Pruitt, Utility Engineer, said in May 2022, the City hired Garver to design a 5 mgd treatment capacity for the existing Water Treatment Plant facility.

Addendum No. 1 was added in May 2023, which provided for the master planning and engineered construction drawings for a new building and other needed facilities, for ultrafiltration and reverse osmosis membranes.

This Addendum No. 2 will provide services for bidding, award of bid, and inspection services for a new chemical feed facility during construction.

ACTION TAKEN.

Motion by Council Member Howeth to approve Resolution No. 7211, as presented. Second by Deputy Mayor Stevenson.

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

VOTING NAY: None.

MOTION CARRIED.

RESOLUTION NO. 7212 -- APPROVING THE GREATER TEXOMA UTILITY AUTHORITY'S INTENTION TO AWARD PRESELECTION

**RES 7212
SOUTH WWTP**

**OF EQUIPMENT TO VARIOUS COMPANIES FOR THE SOUTH
WASTEWATER TREATMENT PLANT - MBR PROJECT**

MBR PROJECT

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SHERMAN, TEXAS, APPROVING THE GREATER TEXOMA UTILITY
AUTHORITY'S INTENTION TO AWARD PRESELECTION OF
EQUIPMENT TO VARIOUS COMPANIES FOR THE SOUTH
WASTEWATER TREATMENT PLANT -- MBR PROJECT.**

Mr. Pruitt said this is an attempt to obtain equipment with a long lead time, for the South Wastewater Treatment Plant MBR project. They have pre-selected three types of materials, submersible pumps, coarse screening equipment, and cloth media disk filtration equipment, to be obtained by the contractor. This will assure that the equipment is available when needed.

ACTION TAKEN.

Motion by Council Member Howeth to approve Resolution No. 7212, as presented. Second by Council Member Dobbs.

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

VOTING NAY: None.

MOTION CARRIED.

**RESOLUTION NO. 7213 -- AUTHORIZING EXECUTION OF A
PROFESSIONAL SERVICES AGREEMENT WITH H.W. LOCHNER,
INC. FOR PROFESSIONAL DESIGN SERVICES OF THE US 82
RAMP REVERSAL -- FM 131 LEFT TURN LANES PROJECT**

**RES 7213
US 82 RAMP
REVERSAL & FM 131
LEFT TURN LANES
PROJECT**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A
PROFESSIONAL SERVICES AGREEMENT WITH H.W. LOCHNER,
INC. FOR PROFESSIONAL DESIGN SERVICES OF THE US 82
RAMP REVERSAL -- FM 131 LEFT TURN LANES PROJECT.**

Clint Philpott, Assistant City Manager, said this is an engineering contract relating to the design of the Heritage Ranch Development, and development along North Travis Street. The total project is approximately \$400,000, with \$200,000 being for ramp reversals.

The second part of the project is the design of a three-lane section from the north side of US Hwy 82, past the current Murphy Drive intersection, which will accommodate the Heritage Ranch subdivision.

The third part of the project is a schematic design at the intersection of North Creek and FM 131, for additional left turn lanes of FM 131.

ACTION TAKEN.

Motion by Deputy Mayor Stevenson to approve Resolution No. 7213, as presented. Second by Council Member Howeth.

VOTING AYE: Dobbs, Howeth, Marroquin, Stevenson.

VOTING NAY: None.

ABSTAIN: Teamann.

MOTION CARRIED.

RESOLUTION NO. 7214 -- REPEALING RESOLUTION NO. 5759; PROVIDING FOR THE EXEMPTING OF CERTAIN VEHICLES FROM THE INSCRIPTION REQUIREMENT UNDER SECTION 721.005 OF THE TEXAS TRANSPORTATION CODE; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO DESIGNATE EXEMPT AUTOMOBILES AND TAKE ALL NECESSARY ACTIONS RELATED THERETO

RES 7214
VEHICLE INSCRIPTION
REQUIREMENT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, REPEALING RESOLUTION NO. 5759; PROVIDING FOR THE EXEMPTION OF CERTAIN VEHICLES FROM THE INSCRIPTION REQUIREMENT UNDER SECTION 721.005 OF THE TEXAS TRANSPORTATION CODE; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO DESIGNATE EXEMPT AUTOMOBILES AND TAKE ALL NECESSARY ACTIONS RELATED THERETO; PROVIDING FOR AN EFFECTIVE DATE.
CONSENT AGENDA.

RESOLUTION NO. 7215 -- AUTHORIZING EXECUTION OF AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT WITH GEOTEX ENGINEERING, LLC FOR THE ANNUAL GEOTECHNICAL ENGINEERING AND CONSTRUCTION MATERIALS TESTING

RES 7215
GEOTECHNICAL
ENGINEERING
CONTRACT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT WITH GEOTEXT ENGINEERING, LLC FOR THE ANNUAL GEOTECHNICAL ENGINEERING AND CONSTRUCTION MATERIALS TESTING.
CONSENT AGENDA.

RESOLUTION NO. 7216 -- AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH GEOTEX ENGINEERING, LLC FOR GEOTECHNICAL CONSTRUCTION MATERIALS TESTING FOR THE 36-INCE WEST SHERMAN WATER MAIN PROJECT

RES 7216
36" WEST SHERMAN
WATER MAIN
PROJECT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AGREEMENT FOR PROFESSIONAL SERVICES WITH GEOTEXT ENGINEERING, LLC FOR GEOTECHNICAL CONSTRUCTION MATERIALS TESTING FOR THE 36-INCH WEST SHERMAN WATER MAIN PROJECT.
CONSENT AGENDA.

RESOLUTION NO. 7217 -- AUTHORIZING THE SERVICES FOR EMERGENCY REPAIR OF THE 16" WATERLINE THAT SUPPLIES T.I., TYSON, AND FINISAR FROM JZ SOUTHERN BOYZ SERVICES, LLC FOR THE DISTRIBUTION SERVICES DEPARTMENT

RES 7217
16" WATERLINE
REPAIR

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE SERVICES FOR EMERGENCY REPAIR OF THE 16" WATERLINE THAT SUPPLIES T.I., TYSON, AND FINISAR FROM JZ SOUTHERN BOYZ SERVICES, LLC FOR DISTRIBUTION SERVICES.
CONSENT AGENDA.

RESOLUTION NO. 7218 -- AUTHORIZING THE PURCHASE OF A NEW SUPERSHOT 125DC S/100 CFM COMPRESSOR CRACK

RES 7218
STREET MAINT
EQUIPMENT

SEALER FROM CRAFTCO FOR THE STREET MAINTENANCE DEPARTMENT THROUGH SOURCEWELL

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A NEW SUPERSHOT 125DC W/100 CFM COMPRESSOR CRACK SEALER FROM CRAFTCO FOR THE STREET MAINTENANCE DEPARTMENT THROUGH SOURCEWELL.

CONSENT AGENDA.

RESOLUTION NO. 7219 -- AUTHORIZING THE PURCHASE OF A NEW T480 DUMP TRUCK FOR THE DISTRIBUTION SERVICES DEPARTMENT FROM MHC KENWORTH THROUGH THE TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE (BUYBOARD)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A NEW T480 DUMP TRUCK FROM MHC KENWORTH FOR THE DISTRIBUTION SERVICES DEPARTMENT THROUGH BUYBOARD.

CONSENT AGENDA.

RES 7219
DISTRIBUTION SVCS
EQUIPMENT

RESOLUTION NO. 7220 -- AUTHORIZING THE PURCHASE OF A NEW U55-5R3A MINI EXCAVATOR FROM ZIMMERER KUBOTA FOR DISTRIBUTION SERVICES THROUGH SOURCEWELL

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A NEW U55-5R3A MINI EXCAVATOR FROM ZIMMERER KUBOTA FOR DISTRIBUTION SERVICES THROUGH SOURCEWELL.

CONSENT AGENDA.

RES 7220
DISTRIBUTION SVCS
EQUIPMENT

RESOLUTION NO. 7221 -- AUTHORIZING THE PURCHASE OF A NEW SVL75-3HWCC SKID STEER FROM ZIMMERER KUBOTA FOR THE DISTRIBUTION SERVICES DEPARTMENT THROUGH SOURCEWELL

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A NEW SVL75-3HWCC SKID STEER FROM ZIMMERER KUBOTA FOR THE DISTRIBUTION SERVICES DEPARTMENT THROUGH SOURCEWELL.

CONSENT AGENDA.

RES 7221
DISTRIBUTION SVCS
EQUIPMENT

RESOLUTION NO. 7222 -- AUTHORIZING THE PURCHASE AND INSTALLATION OF A NEW HVAC SYSTEM FROM McDONALD AIR CONDITIONING & HEATING FOR CITY HALL THROUGH TIPS

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE AND INSTALLATION OF A NEW HVAC SYSTEM FROM McDANIEL AIR CONDITIONING & HEATING FOR CITY HALL TROUGH TIPS.

CONSENT AGENDA.

RES 7222
CITY HALL
HVAC SYSTEM

RESOLUTION NO. 7223 -- AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH 1 PRIORITY ENVIRONMENTAL SERVICES, LLC FOR ASBESTOS ABATEMENT SERVICES FOR FIRE STATION NO. 1

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH 1 PRIORITY

RES 7223
FIRE STATION NO. 1
ASBESTOS
ABATEMENT

ENVIRONMENTAL SERVICES, LLC FOR ASBESTOS ABATEMENT
SERVICES FOR FIRE STATION NO. 1.
CONSENT AGENDA.

RESOLUTION NO. 7224 -- AUTHORIZING THE PURCHASE OF A
NEW GALFAB ROLL OFF TRUCK FROM MHC KENWORTH FOR
THE SOLID WASTE DEPARTMENT THROUGH SOURCEWELL
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A NEW
GALFAB ROLL OFF TRUCK FROM MHC KENWORTH FOR THE
SOLID WASTE DEPARTMENT THROUGH SOURCEWELL.
CONSENT AGENDA.

RES 7224
SOLID WASTE DEPT
EQUIPMENT

RESOLUTION NO. 7225 -- AUTHORIZING THE PURCHASE OF
THREE NEW FORD F150S FROM SILSBEE FORD, INC THROUGH
TIPS PURCHASING COOPERATIVE FOR THE SHERMAN POLICE
DEPARTMENT
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF THREE
NEW FORD F150S FROM SILSBEE FORD, INC THROUGH TIPS
PURCHASING COOPERATIVE FOR THE SHERMAN POLICE
DEPARTMENT.
CONSENT AGENDA.

RES 7225
POLICE DEPT
VEHICLES

APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS
AND COMMISSIONS
AIRPORT ADVISORY BOARD (4)
ACTION TAKEN.

AIRPORT ADVISORY
BOARD

Motion by Deputy Mayor Stevenson to reappoint Nathan Wieck
to the Airport Advisory Board for a term from November 2, 2023
to November 2, 2025, and to appoint Gregory Perry, Rick Mask,
and James Smisek for terms from November 7, 2023 to
November 7, 2025, as presented. Second by Council Member
Teamann.

VOTING AYE: Dobbs, Howeth, Marroquin, Stevenson, Teamann.
VOTING NAY: None.
MOTION CARRIED.

COUNCIL COMMENTS

THANKS TO POLICE OFFICERS RECOGNIZED

Council Member Teamann thanked all the police officers that were
recognized tonight, for putting themselves in the line of duty. He
said they keep us safe, and he appreciated it. He also thanked the
two citizens that stepped up to take action and save another life.

THANKS TO POLICE
OFFICERS
RECOGNIZED

THANKS TO POLICE OFFICERS RECOGNIZED

Deputy Mayor Stevenson said it's great to see people going "above
and beyond" for others. Sherman officers do great things every
day, and he said "we can't thank them enough."

THANKS TO POLICE
OFFICERS
RECOGNIZED

THANKS TO POLICE OFFICERS RECOGNIZED

Council Member Howeth thanked the officers for their service.

THANKS TO POLICE
OFFICERS
RECOGNIZED

THANKS TO POLICE OFFICERS RECOGNIZED

Council Member Dobbs said we expect nothing but the best from
our officers, "because that's what they are."

THANKS TO POLICE
OFFICERS
RECOGNIZED

FRIGHT NIGHT

Council Member Marroquin wasn't able to attend, but said he heard that Fright Night was a great success. He thanked the Police Department for a great job.

ANNOUNCEMENTS

Mayor Plyler announced the following:

- Urged citizens to check out the Parks and Recreation 2023-2024 Winter Activity Guide for a complete list of activities, including:
- Glow in the Dark Mother and Son Dance on November 11, 2023.
- Family Night Hike at Herman Baker Park on November 18, 2023.
- Thanksgiving Break All Sports Camp on November 20 through 22, 2023.
- The City's Christmas Tree Lighting Ceremony will be held on November 30, 2023, at 5:30 p.m.

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

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

TEX. GOV'T CODE § 551.071 --

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

TEX. GOV'T CODE § 551.072 --

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

TEX. GOV'T CODE § 551.073 --

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

TEX. GOV'T CODE § 551.074 --

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

FRIGHT NIGHT

ANNOUNCEMENTS

EXECUTIVE SESSION

SUBJECT OF THE DELIBERATION OR HEARING REQUESTS A PUBLIC HEARING

A) Sherman Economic Development Corporation (2)

**TEX. GOV'T CODE § 551.076 –
DELIBERATING THE DEPLOYMENT, OR SPECIFIC OCCASIONS
FOR IMPLEMENTATION, OF SECURITY PERSONNEL OR DEVICES
OR A SECURITY AUDIT**

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

**A) Crossroad Development
B) Heritage Ranch**

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

**On Motion duly made and carried, the Open Meeting recessed and
reconvened in Executive Session at 6:00 p.m.**

**On Motion duly made and carried, the Executive Session recessed
at 6:35 p.m. and reconvened in Open Meeting.**

OPEN MEETING

**Reconvene into Open Meeting and take action, if any, on items
discussed in Executive Session.**

OPEN MEETING

ADJOURNMENT

**On Motion duly made and carried, the meeting adjourned at
6:36 p.m.**

ADJOURNMENT

MAYOR

CITY CLERK

Build-to-Rent

- Permitted with an SUP in an MF-15 District
- Must meet the following conditions:
 - Cannot exceed 10 units per acre
 - Each unit must have one enclosed garage parking space
 - Development must have 10% usable open space
 - Shall have a common management company with office hours of 9am – 5pm
- Duplex and Townhome zoning districts must be on individually platted lots
- Duplex or townhome developments on one platted lot would be considered BTR

Smoke Shops

- Permitted with an SUP in a C-1 or C-2 District
- Must meet the following conditions:
 - Cannot be located within 300ft of single-family, churches, hospitals or child-care facilities.
 - Cannot be located within 1000ft of schools
 - Cannot be located within 1000ft of another smoke shop or lounge. **[P&Z Recommended to remove this from the proposed ordinance.]**
 - City Council may grant an exception to the conditions similar to the alcohol permit regulations.

Gas Stations

- Permitted with an SUP/Conditional Use in a C-N District or conditional use in a C-1 District
- Must meet the following conditions:
 - Fuel pump system including the pumps, tanks and exhaust cannot be located within 300ft of a single-family property.

STATE OF TEXAS §
 November 20, 2023
COUNTY OF GRAYSON §

BE IT REMEMBERED THAT A Regular Meeting of the City Council of the City of Sherman, Grayson County, Texas was begun and held in the Council Chambers of City Hall on November 20, 2023.

MEMBERS PRESENT: MAYOR DAVID PLYLER; DEPUTY MAYOR JOSH STEVENSON.
 COUNCIL MEMBERS DOBBS, HOLLAND, HOWETH, MARROQUIN,
 TEAMANN.

MEMBERS ABSENT: NONE.

CALL TO ORDER

Mayor Plyler called the meeting to order at 5:00 p.m. The Pledge of Allegiance and Invocation were led by Council Member Daron Holland.

CALL TO ORDER

DECLARE RESULTS OF NOVEMBER 7, 2023 REGULAR AND SPECIAL MUNICIPAL ELECTIONS
CANVASS OF ELECTION RETURNS

Mayor Plyler canvassed the Election returns of the November 7, 2023 Regular and Special Municipal Elections. He read the number of early votes, Election Day votes, and total votes received for the District 2 and District 4 Council positions, and the Reauthorization of the Street Sales Tax.

CANVASS ELECTION
RETURNS

The detail of the Election returns are maintained in the permanent record file entitled "Elections" in the Office of the City Clerk. The canvass statistics are attached and made a part of these Minutes. (Exhibit A)

RESOLUTION NO. 7227 -- DECLARING THE RESULTS OF THE NOVEMBER 7, 2023 REGULAR AND SPECIAL MUNICIPAL ELECTIONS HELD IN THE CITY OF SHERMAN, GRAYSON COUNTY, TEXAS

RES 7227
REGULAR & SPECIAL
ELECTIONS

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, DECLARING THE RESULTS OF THE NOVEMBER 7, 2023 REGULAR AND SPECIAL MUNICIPAL ELECTIONS HELD IN THE CITY OF SHERMAN, GRAYSON COUNTY, TEXAS.

ACTION TAKEN.

 Motion by Council Member Teamann to adopt Resolution No. 7227, as presented. Second by Council Member Howeth.
VOTING AYE: Dobbs, Holland, Howeth, Marroquin, Stevenson, Teamann.
VOTING NAY: None.
MOTION CARRIED.

OATH OF OFFICE

OATH OF OFFICE AND PRESENTATION OF CERTIFICATE OF ELECTION

OATH OF OFFICE

COUNCIL MINUTES – NOVEMBER 20, 2023

Linda Ashby, City Clerk, administered the Oath of Office to the following Council-elect positions.

Council Member, District 2 Josh Stevenson
Council Member, District 4 Daron Holland

A Certificate of Election was presented to the newly sworn Council Members. The new members were seated at the Council table.

NEW COUNCIL SEATED

MEMBERS PRESENT: Mayor David Plyler.
Council Members Dobbs, Holland, Howeth,
Marroquin, Stevenson, Teamann.

MEMBERS ABSENT: None.

COUNCIL ELECTION OF DEPUTY MAYOR
ACTION TAKEN.

Motion by Council Member Howeth to nominate Council Member Shawn Teamann to serve as Deputy Mayor from November 20, 2023 until November 5, 2024. Second by Deputy Mayor Stevenson.

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

VOTING NAY: None.

MOTION CARRIED.

**DEPUTY MAYOR
ELECTION**

CITIZEN'S COMMENTS

GRAYSON COUNTY COMMISSIONER CANDIDATE

Josh Marr, 108 Providence Dr, Van Alstyne, introduced himself and said he will be running for election to the Grayson County Commissioner, Precinct 1 position.

**GRAYSON COUNTY
COMMISSIONER
CANDIDATE**

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.

CONSENT AGENDA

The Council reviewed the Consent Agenda. Deputy Mayor Teamann moved to approve the Consent Agenda, as presented. Second by Council Member Stevenson. All present voted AYE.

Mayor Plyler introduced Ordinance No. 6675 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, CONFIRMING AND VALIDATING THE REAUTHORIZATION OF THE LEVY AND COLLECTION OF A SALES AND USE TAX OF ONE-EIGHTH (1/8) OF ONE PERCENT TO PROVIDE REVENUE FOR THE MAINTENANCE AND REPAIR OF MUNICIPAL STREETS, AS AUTHORIZED BY CHAPTER 327 OF THE TEXAS TAX CODE; PROVIDING FOR A REPEALING CLAUSE AND AN EFFECTIVE DATE.

**ORD 6675
SALES TAX
FOR STREETS**

No citizens appeared before the City Council to discuss Ordinance No. 6675.

The Public Hearing was closed.

Ordinance 6649 (Tabled at the September 18, 2023 City Council Meeting)

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 VAPE SHOP IN THE C-1 (RETAIL BUSINESS) DISTRICT/75 & 82 OVERLAY DISTRICT, LOCATED AT 738 EAST HIGHWAY 82, CONSISTING OF 1.830 ACRES, BEING LOTS 1 & 2, BLOCK 1, 82-75 ADDITION, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS (W DOUGLASS DISTRIBUTING, LTD, OWNER; SAMIR BHIMANI, TENANT; DAVID WEAVER, REPRESENTATIVE; AND HELVEY-WAGNER SURVEYING, INC, SURVEYOR); PRESCRIBING CONDITIONS TO THE SPECIFIC USE PERMIT; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

ORD 6649
SUP FOR VAPE SHOP
(738 E. HWY 82)

ACTION TAKEN.

Motion by Council Member Stevenson to remove Ordinance No. 6649, from table for discussion. Second by Council Member Howeth.

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

VOTING NAY: None.

MOTION CARRIED TO REMOVE FROM TABLE.

ACTION TAKEN.

Motion by Council Member Stevenson to approve Ordinance No. 6649, as presented. Second by Council Member Howeth.

VOTING AYE: Holland, Howeth, Stevenson, Teamann.

VOTING NAY: Dobbs, Marroquin.

MOTION CARRIED.

Ordinance 6675

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, CONFIRMING AND VALIDATING THE REAUTHORIZATION OF THE LEVY AND COLLECTION OF A SALES AND USE TAX OF ONE-EIGHTH (1/8) OF ONE PERCENT TO PROVIDE REVENUE FOR THE MAINTENANCE AND REPAIR OF MUNICIPAL STREETS, AS AUTHORIZED BY CHAPTER 327 OF THE TEXAS TAX CODE; PROVIDING FOR A REPEALING CLAUSE AND AN EFFECTIVE DATE.

ORD 6675
SALES TAX
FOR STREETS

ACTION TAKEN.

Motion by Deputy Mayor Teamann to approve Ordinance No. 6675, as presented. Second by Council Member Stevenson.

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

VOTING NAY: None.

MOTION CARRIED.

RESOLUTION NO. 7228 -- APPROVAL OF GUARANTEED MAX PRICING WITH BYRNE CONSTRUCTION SERVICE, AS

RES 7228
CMAR FOR
FIRE STATION 1

CONSTRUCTION MANAGER-AT-RISK (CMAR), FOR THE REMODEL AND ADDITION TO FIRE STATION 1

PROJECT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPROVAL OF GUARANTEED MAX PRICING WITH BYRNE CONSTRUCTION SERVICES, AS CONSTRUCTION MANAGER-AT-RISK (CMAR), FOR THE REMODEL AND ADDITION PHASE OF FIRE STATION 1.

ACTION TAKEN.

Motion by Deputy Mayor Teamann to approve Resolution No. 7228, as presented. Second by Council Member Holland.

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

VOTING NAY: None.

MOTION CARRIED.

Mayor Plyler said, for transparency, he did not vote.

RESOLUTION NO. 7229 -- APPROVING THE GREATER TEXOMA UTILITY AUTHORITY'S INTENTION TO AMEND NO. 2 GUARANTEED MAXIMUM PRICING C AND TO AWARD THE GUARANTEED MAXIMUM PRICING D, TO KIEWIT WATER FACILITIES SOUTH CO. FOR THE SOUTH WASTEWATER TREATMENT PLANT - MBR PROJECT

RES 7229
WWTP MBR PROJECT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPROVING THE GREATER TEXOMA UTILITY AUTHORITY'S INTENTION TO AMEND NO. 2 TO GMP C AND TO AWARD THE GUARANTEED MAXIMUM PRICE D TO KIEWIT WATER FACILITIES SOUTH CO. FOR THE SOUTH WASTEWATER TREATMENT PLANT - MBR PROJECT.

ACTION TAKEN.

Motion by Council Member Stevenson to approve Resolution No. 7229, as presented. Second by Council Member Dobbs.

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

VOTING NAY: None.

MOTION CARRIED.

RESOLUTION NO. 7230 -- AUTHORIZING EXECUTION OF A MEMORANDUM OF UNDERSTANDING WITH THE SHERMAN INDEPENDENT SCHOOL DISTRICT POLICE, GRAYSON COUNTY SHERIFF'S OFFICE, SHERMAN POLICE DEPARTMENT AND DENISON POLICE DEPARTMENT TO OUTLINE REASONABLE COMMUNICATION AND COORDINATION EFFORTS

RES 7230
LAW ENFORCEMENT
COMMUNICATION
COORDINATION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A MEMORANDUM OF UNDERSTANDING WITH THE SHERMAN INDEPENDENT SCHOOL DISTRICT POLICE, GRAYSON COUNTY SHERIFF'S OFFICE, SHERMAN POLICE DEPARTMENT AND DENISON POLICE DEPARTMENT TO OUTLINE REASONABLE COMMUNICATION AND COORDINATION EFFORTS.

CONSENT AGENDA.

RESOLUTION NO. 7231 -- AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH PEGASUS CDJR, LLC FOR THE PURCHASE OF MULTIPLE FLEET VEHICLES FOR MULTIPLE CITY DEPARTMENTS

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH PEGASUS CDJR, LLC FOR THE PURCHASE OF MULTIPLE FLEET VEHICLES FOR MULTIPLE CITY DEPARTMENTS.

CONSENT AGENDA.

RES 7231
MULTIPLE CITY
FLEET PURCHASES

RESOLUTION NO. 7232 -- CASTING VOTES TO ELECT A CANDIDATE TO SERVE AS A MEMBER OF THE GRAYSON CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, CASTING VOTES TO ELECT A CANDIDATE TO SERVE AS A MEMBER OF THE GRAYSON CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS.

CONSENT AGENDA.

RES 7232
APPRAISAL DISTRICT
BOARD OF DIRECTORS

RESOLUTION NO. 7233 -- AUTHORIZING SUBMISSION OF AN APPLICATION FOR A GRANT AWARDED BY THE TEXAS DEPARTMENT OF TRANSPORTATION UNDER THE ROUTINE AIRPORT MAINTENANCE PROGRAM TO FUND IMPROVEMENTS AT THE SHERMAN MUNICIPAL AIRPORT; DESIGNATING THE CITY MANAGER AS THE AUTHORIZED OFFICIAL TO ACCEPT, REJECT, ALTER OR TERMINATE THE GRANT ON BEHALF OF THE CITY

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING SUBMISSION OF AN APPLICATION FOR A GRANT AWARDED BY THE TEXAS DEPARTMENT OF TRANSPORTATION UNDER THE ROUTINE AIRPORT MAINTENANCE PROGRAM TO FUND IMPROVEMENTS AT THE SHERMAN MUNICIPAL AIRPORT; DESIGNATING THE CITY MANAGER AS THE AUTHORIZED OFFICIAL TO ACCEPT, REJECT, ALTER OR TERMINATE THE GRANT ON BEHALF OF THE CITY.

CONSENT AGENDA.

RES 7233
AIRPORT RAMP
GRANT

RESOLUTION NO. 7234 -- AUTHORIZING THE PURCHASE OF VEHICLE UPFITTING FROM HALOZ36 CORP FOR THE SHERMAN POLICE DEPARTMENT PATROL VEHICLES

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF VEHICLE UPFITTING FROM HALOZ36 CORP FOR THE SHERMAN POLICE DEPARTMENT PATROL VEHICLES.

CONSENT AGENDA.

RES 7234
POLICE VEHICLE
UPFITTING

OTHER BUSINESS

CONSIDER AND ACT ON PETITION FROM SHERMAN VENTURES LLC RELATED TO 632.811 ACRES OF LAND LOCATED IN THE ROBERT THOMPSON SURVEY, ABSTRACT NO. 625, THE THOMAS JONES SURVEY, ABSTRACT NO. 635, AND THE WILLIAM MARTIN SURVEY, ABSTRACT NO. 765, GRAYSON COUNTY, TEXAS

Mayor Plyler said this agenda item would be moved until after the Executive Session.

PETITION FOR
REMOVAL FROM ETJ

RECEIVE UPDATES ON DOWNTOWN SHERMAN INITIATIVES

Nate Strauch, Community and Support Services Manager, presented an update on the Downtown Sherman Initiatives.

DOWNTOWN
SHERMAN INITIATIVES

STAFF TO PROVIDE AN UPDATE TO COUNCIL ON THE PROGRESS OF THE PROPOSED TREE ORDINANCE

Rob Rae, Director of Development Services, presented an update on the progress of the Proposed Tree Ordinance.

PROPOSED TREE
ORDINANCE

COUNCIL COMMENTS

- Consider what we want the City to look like, especially at key intersections (Council Member Dobbs)
- Pink trash can program for donations to Women Rock is going well (Council Member Holland)
- Commended the Parks and Recreation Department and Assistant City Manager Terrence Steele, for working to bring a Minor League Baseball Team to Sherman, with games starting in May 2024 (Council Member Howeth)
- Congratulations to Council Member Stevenson and Council Member Holland on their Election win for their City Council positions, and to Gracie Stevenson for her Student Council win (Deputy Mayor Teamann)

COUNCIL COMMENTS

ANNOUNCEMENTS

Mayor Plyler announced the following:

- The Christmas Tree on the Courthouse grounds will be lit on November 30, 2023, at 5:00 p.m., to kick off the Christmas season
- Coffee With the Mayor will be held on December 1, 2023, at Central Christian Church.
- The annual Christmas Parade and Snowflake Festival will be held on December 2, 2023, at 6:00 p.m., in Downtown Sherman.
- The Friends of the Sherman Public Library will hold their semiannual book sale at MLK Park on December 2, 2023.
- Mayor Plyler wished everyone a Happy Thanksgiving.

ANNOUNCEMENTS

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

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

EXECUTIVE SESSION

TEX. GOV'T CODE § 551.071 --
SEEKING THE ADVICE OF ITS ATTORNEY ABOUT PENDING OR CONTEMPLATED LITIGATION, SETTLEMENT OFFERS OR ANY

MATTER IN WHICH THE DUTY OF THE ATTORNEY TO THE CITY COUNCIL UNDER THE TEXAS DISCIPLINARY RULES OF PROFESSIONAL CONDUCT OF THE STATE BAR OF TEXAS CLEARLY CONFLICTS WITH THE TEXAS OPEN MEETINGS ACT

- (A) Receive legal advice regarding Senate Bill 2038 and petitions for release of extraterritorial jurisdiction

TEX. GOV'T CODE § 551.072 --

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

TEX. GOV'T CODE § 551.073 --

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

TEX. GOV'T CODE § 551.074 --

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

- A) Planning and Zoning Commission (1)
- B) Planning and Zoning Commission Alternate Members (4)
- C) Sherman Economic Development Corporation Board of Directors (2)

TEX. GOV'T CODE § 551.076 --

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

TEX. GOV'T CODE § 551.087 --

DISCUSSING OR DELIBERATING COMMERCIAL OR FINANCIAL INFORMATION THAT THE CITY HAS RECEIVED FROM A BUSINESS PROSPECT THAT THE CITY SEEKS TO HAVE LOCATE, STAY OR EXPAND IN OR NEAR THE CITY AND WITH WHICH THE CITY IS CONDUCTING ECONOMIC DEVELOPMENT NEGOTIATIONS; OR DELIBERATING THE OFFER OF A FINANCIAL OR OTHER INCENTIVE TO A BUSINESS PROSPECT

TEXAS GOV'T CODE § 551.089 --

DELIBERATING SECURITY ASSESSMENTS OR DEPLOYMENTS RELATING TO INFORMATION RESOURCES TECHNOLOGY, NETWORK SECURITY INFORMATION, OR THE DEPLOYMENT OR SPECIFIC OCCASIONS FOR IMPLEMENTATION OF SECURITY PERSONNEL, CRITICAL INFRASTRUCTURE OR SECURITY DEVICES

On Motion duly made and carried, the Open Meeting recessed and reconvened in Executive Session at 6:15 p.m.

On Motion duly made and carried, the Executive Session recessed at 7:04 p.m. and reconvened in Open Meeting.

OPEN MEETING

Reconvene into Open Meeting and take action, if any, on items discussed in Executive Session.

OPEN MEETING

APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS:

PLANNING AND ZONING COMMISSION (1)

PLANNING AND ZONING COMMISSION ALTERNATE MEMBERS (4)
ACTION TAKEN.

Motion by Deputy Mayor Teamann to appoint Andrew Ramirez, to the Planning and Zoning Commission, for a term from November 21, 2023 to November 21, 2026, and to appoint Katie Dupuis, Shawn Davis, and Terrin Bertholf as Alternate Members, for a term starting November 21, 2023. Second by Council Member Stevenson.

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

VOTING NAY: None.

MOTION CARRIED.

**PLANNING &
ZONING COMMISSION**

CONSIDER AND ACT ON PETITION FROM SHERMAN VENTURES LLC RELATED TO 632.811 ACRES OF LAND LOCATED IN THE ROBERT THOMPSON SURVEY, ABSTRACT NO. 625, THE THOMAS JONES SURVEY, ABSTRACT NO. 635, AND THE WILLIAM MARTIN SURVEY, ABSTRACT NO. 765, GRAYSON COUNTY, TEXAS

ACTION TAKEN.

Motion by Council Member Stevenson to deny the petition submitted by Sherman Ventures LLC, for the release of property from the City's Extraterritorial Jurisdiction, because Senate Bill 2038, Local Government Code, Section 42.104 and Section 42.105 are unconstitutional delegations of legislative authority and in direct irreconcilable conflict with Local Government Code, Section 42.023, and the City has not consented and does not consent to the release of property from it's ETJ or any reduction of the City. Second by Council Member Dobbs.

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

VOTING NAY: None.

MOTION CARRIED.

**PETITION FOR
REMOVAL FROM ETJ**

COUNCIL MINUTES – NOVEMBER 20, 2023

ADJOURNMENT

On Motion duly made and carried, the meeting adjourned at 7:07 p.m.

ADJOURNMENT

MAYOR

CITY CLERK

CITY OF SHERMAN, TEXAS

Regular Municipal Election November 7, 2023 Registered Voters 25,196 City Ballots Cast 3,202 Percentage Voted 12.71 %

PRECINCTS	101 *	102	103 *	104 *	204 *	206 *	301	302	303 *	304	310 *	405	408 *	409	410 *	TOTAL
Early Ballots Cast	76	54	88	0	0	129	183	166	0	249	15	38	0	282	188	1,468
Reg. Ballots Cast	100	82	140	2	0	143	175	213	0	317	28	56	0	275	203	1,734
Total Ballots Cast	176	136	228	2	0	272	358	379	0	566	43	94	0	557	391	3,202
Registered Voters	2,003	1,961	2,329	33	1	2,403	2,401	3,669	4	4,423	255	762	0	2,532	2,420	25,196
% of registered voters casting ballots by precinct	8.79 %	6.94 %	9.79 %	6.06 %	0.00 %	11.32 %	14.91 %	10.33 %	0.00 %	12.80 %	16.86 %	12.34 %	0.00 %	22.00 %	16.16 %	12.71%

*Split Precincts – Some voters in these precincts are inside the Sherman City Limits and some are outside the Sherman City Limits;
Only voters inside the Sherman City Limits are allowed to vote the Sherman Ballot

Voter Statistics

RACES	EARLY VOTE TOTALS	ELECTION DAY TOTALS	GRAND TOTAL
Proposition A The reauthorization of the local sales and use tax in the City of Sherman at the rate of one-eighth of one percent to continue providing revenue for maintenance and repair of municipal streets. The tax expires on the fourth anniversary of the date of this election unless the imposition of the tax is reauthorized.			
For	1,168	1,323	2,491
Against	270	364	634

RACES	EARLY VOTE TOTALS	ELECTION DAY TOTALS	GRAND TOTAL
Council Member, District 2			
Josh Stevenson	1,109	1,240	2,349
Council Member, District 4			
Carleen Chismon	474	486	960
Daron Holland	741	899	1,640
Prepared by Linda Ashby, City Clerk, Sherman, Texas			

CITY OF SHERMAN, TEXAS

Regular Municipal Election November 7, 2023 Registered Voters 25,196 City Ballots Cast 3,202 Percentage Voted 12.71 %

PRECINCTS	101 *	102	103 *	104 *	204 *	206 *	301	302	303 *	304	310 *	405	408 *	409	410 *	TOTAL
Early Ballots Cast	76	54	88	0	0	129	183	166	0	249	15	38	0	282	188	1,468
Reg. Ballots Cast	100	82	140	2	0	143	175	213	0	317	28	56	0	275	203	1,734
Total Ballots Cast	176	136	228	2	0	272	358	379	0	566	43	94	0	557	391	3,202
Registered Voters	2,003	1,961	2,329	33	1	2,403	2,401	3,669	4	4,423	255	762	0	2,532	2,420	25,196
% of registered voters casting ballots by precinct	8.79 %	6.94 %	9.79 %	6.06 %	0.00 %	11.32 %	14.91 %	10.33 %	0.00 %	12.80 %	16.86 %	12.34 %	0.00 %	22.00 %	16.16 %	12.71%

*Split Precincts – Some voters in these precincts are inside the Sherman City Limits and some are outside the Sherman City Limits;
Only voters inside the Sherman City Limits are allowed to vote the Sherman Ballot

Voter Statistics by Precincts

PRECINCTS	101	102	103 *	104 *	204 *	206 *	301	302	303 *	304	310 *	405	408 *	409	410 *	EARLY VOTE TOTALS	ELECTION DAY TOTALS	GRAND TOTAL
	Council Member, District 2																	
Josh Stevenson	137	96	166	2	0	209	250	273	0	427	24	68	0	416	281	1,109	1,240	2,349
	Council Member, District 4																	
Carleen Chismon	58	41	64	2	0	92	116	114	0	167	11	31	0	149	115	474	486	960
Daron Holland	98	72	126	0	0	121	184	202	0	293	15	40	0	291	198	741	899	1,640
	Proposition A The reauthorization of the local sales and use tax in the City of Sherman at the rate of one-eighth of one percent to continue providing revenue for maintenance and repair of municipal streets. The tax expires on the fourth anniversary of the date of this election unless the imposition of the tax is reauthorized.																	
For	135	112	172	1	0	198	284	300	0	445	28	74	0	438	304	1,168	1,323	2,491
Against	41	21	53	1	0	65	68	69	0	107	12	19	0	102	76	270	364	634

Prepared by Linda Ashby, City Clerk, Sherman, Texas



GRAYSON COUNTY ELECTION ADMINISTRATION

I, Tamara Hayes, Grayson County Elections Administrator, do hereby certify the totals attached to be a true and correct count of ballots cast in the November 7, 2023 City of Sherman Election held in the County of Grayson, State of Texas.

Witness my hand and seal this 13th day of November, 2023

A handwritten signature in black ink that reads "Tamara Hayes".

Tamara Hayes
Grayson County Elections Administrator



November 7, 2023 Election

City of Sherman

STATISTICS				
	TOTAL	Absentee	Early Voting	Election Day
Election Day Precincts Reporting	41 of 41	0	0	41
Registered Voters - Total	25,196			
Ballots Cast - Total	3,202	96	1,372	1,734
Ballots Cast - Blank	1	0	0	1
Voter Turnout - Total	12.71%			

Summary Results Report-City of Sherman

UNOFFICIAL RESULTS

November 7, 2023 Election

City of Sherman

Council Member, District 2 City of Sherman

Vote For 1

	TOTAL	VOTE %	Absentee	Early Voting	Election Day
Josh Stevenson	2,349	73.36%	71	1,038	1,240
Total Votes Cast	2,349	73.36%	71	1,038	1,240
Overvotes	0	0.00%	0	0	0
Undervotes	853	26.64%	25	334	494

Council Member, District 4 City of Sherman

Vote For 1

	TOTAL	VOTE %	Absentee	Early Voting	Election Day
Carleen Chismon	960	29.98%	31	443	486
Daron R. Holland	1,640	51.22%	51	690	899
Total Votes Cast	2,600	81.20%	82	1,133	1,385
Overvotes	0	0.00%	0	0	0
Undervotes	602	18.80%	14	239	349

Proposition A City of Sherman

Vote For 1

	TOTAL	VOTE %	Absentee	Early Voting	Election Day
For	2,491	77.80%	71	1,097	1,323
Against	634	19.80%	12	258	364
Total Votes Cast	3,125	97.60%	83	1,355	1,687
Overvotes	0	0.00%	0	0	0
Undervotes	77	2.40%	13	17	47

Summary Results Report
November 7, 2023 Election

UNOFFICIAL RESULTS
City of Sherman

101

STATISTICS

	TOTAL	Absentee	Early Voting	Election Day
Registered Voters - Total	2,003			
Ballots Cast - Total	176	4	72	100
Voter Turnout - Total	8.79%			

Council Member, District 2 City of Sherman

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
Josh Stevenson	137	4	58	75
Total Votes Cast	137	4	58	75

Council Member, District 4 City of Sherman

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
Carleen Chismon	58	3	27	28
Daron R. Holland	98	1	40	57
Total Votes Cast	156	4	67	85

Proposition A City of Sherman

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
For	135	4	55	76
Against	41	0	17	24
Total Votes Cast	176	4	72	100

Summary Results Report
November 7, 2023 Election

UNOFFICIAL RESULTS
City of Sherman

102

STATISTICS

	TOTAL	Absentee	Early Voting	Election Day
Registered Voters - Total	1,961			
Ballots Cast - Total	136	10	44	82
Voter Turnout - Total	6.94%			

Council Member, District 2 City of Sherman

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
Josh Stevenson	96	7	33	56
Total Votes Cast	96	7	33	56

Council Member, District 4 City of Sherman

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
Carleen Chismon	41	2	8	31
Daron R. Holland	72	6	31	35
Total Votes Cast	113	8	39	66

Proposition A City of Sherman

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
For	112	8	36	68
Against	21	0	7	14
Total Votes Cast	133	8	43	82

Summary Results Report
November 7, 2023 Election

UNOFFICIAL RESULTS
City of Sherman

103 Sherman/County

STATISTICS

	TOTAL	Absentee	Early Voting	Election Day
Registered Voters - Total	2,329			
Ballots Cast - Total	228	6	82	140
Voter Turnout - Total	9.79%			

Council Member, District 2 City of Sherman

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
Josh Stevenson	166	3	58	105
Total Votes Cast	166	3	58	105

Council Member, District 4 City of Sherman

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
Carleen Chismon	64	2	21	41
Daron R. Holland	126	3	46	77
Total Votes Cast	190	5	67	118

Proposition A City of Sherman

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
For	172	5	64	103
Against	53	1	17	35
Total Votes Cast	225	6	81	138

Summary Results Report
November 7, 2023 Election

UNOFFICIAL RESULTS
City of Sherman

104 Sherman/County

STATISTICS

	TOTAL	Absentee	Early Voting	Election Day
Registered Voters - Total	33			
Ballots Cast - Total	2	0	0	2
Voter Turnout - Total	6.06%			

Council Member, District 2 City of Sherman

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
Josh Stevenson	2	0	0	2
Total Votes Cast	2	0	0	2

Council Member, District 4 City of Sherman

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
Carleen Chismon	2	0	0	2
Daron R. Holland	0	0	0	0
Total Votes Cast	2	0	0	2

Proposition A City of Sherman

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
For	1	0	0	1
Against	1	0	0	1
Total Votes Cast	2	0	0	2

Summary Results Report
November 7, 2023 Election

UNOFFICIAL RESULTS
City of Sherman

204 Sherman/County

STATISTICS

	TOTAL	Absentee	Early Voting	Election Day
Registered Voters - Total	1			
Ballots Cast - Total	0	0	0	0
Voter Turnout - Total	0.00%			

Council Member, District 2 City of Sherman

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
Josh Stevenson	0	0	0	0
Total Votes Cast	0	0	0	0

Council Member, District 4 City of Sherman

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
Carleen Chismon	0	0	0	0
Daron R. Holland	0	0	0	0
Total Votes Cast	0	0	0	0

Proposition A City of Sherman

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
For	0	0	0	0
Against	0	0	0	0
Total Votes Cast	0	0	0	0

Summary Results Report
November 7, 2023 Election

UNOFFICIAL RESULTS
City of Sherman

206 Sherman/County

STATISTICS

	TOTAL	Absentee	Early Voting	Election Day
Registered Voters - Total	2,403			
Ballots Cast - Total	272	7	122	143
Voter Turnout - Total	11.32%			

Council Member, District 2 City of Sherman

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
Josh Stevenson	209	4	98	107
Total Votes Cast	209	4	98	107

Council Member, District 4 City of Sherman

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
Carleen Chismon	92	3	39	50
Daron R. Holland	121	2	59	60
Total Votes Cast	213	5	98	110

Proposition A City of Sherman

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
For	198	3	91	104
Against	65	1	28	36
Total Votes Cast	263	4	119	140

Summary Results Report
November 7, 2023 Election

UNOFFICIAL RESULTS
City of Sherman

301

STATISTICS

	TOTAL	Absentee	Early Voting	Election Day
Registered Voters - Total	2,401			
Ballots Cast - Total	358	19	164	175
Voter Turnout - Total	14.91%			

Council Member, District 2 City of Sherman

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
Josh Stevenson	250	12	117	121
Total Votes Cast	250	12	117	121

Council Member, District 4 City of Sherman

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
Carleen Chismon	116	6	59	51
Daron R. Holland	184	10	82	92
Total Votes Cast	300	16	141	143

Proposition A City of Sherman

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
For	284	12	137	135
Against	68	5	27	36
Total Votes Cast	352	17	164	171

Summary Results Report
November 7, 2023 Election

UNOFFICIAL RESULTS
City of Sherman

302

STATISTICS

	TOTAL	Absentee	Early Voting	Election Day
Registered Voters - Total	3,669			
Ballots Cast - Total	379	9	157	213
Voter Turnout - Total	10.33%			

Council Member, District 2 City of Sherman

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
Josh Stevenson	273	9	120	144
Total Votes Cast	273	9	120	144

Council Member, District 4 City of Sherman

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
Carleen Chismon	114	2	52	60
Daron R. Holland	202	7	83	112
Total Votes Cast	316	9	135	172

Proposition A City of Sherman

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
For	300	7	130	163
Against	69	0	25	44
Total Votes Cast	369	7	155	207

Summary Results Report
November 7, 2023 Election

UNOFFICIAL RESULTS
City of Sherman

303 Sherman/County

STATISTICS

	TOTAL	Absentee	Early Voting	Election Day
Registered Voters - Total	4			
Ballots Cast - Total	0	0	0	0
Voter Turnout - Total	0.00%			

Council Member, District 2 City of Sherman

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
Josh Stevenson	0	0	0	0
Total Votes Cast	0	0	0	0

Council Member, District 4 City of Sherman

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
Carleen Chismon	0	0	0	0
Daron R. Holland	0	0	0	0
Total Votes Cast	0	0	0	0

Proposition A City of Sherman

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
For	0	0	0	0
Against	0	0	0	0
Total Votes Cast	0	0	0	0

Summary Results Report
November 7, 2023 Election

UNOFFICIAL RESULTS
City of Sherman

304

STATISTICS

	TOTAL	Absentee	Early Voting	Election Day
Registered Voters - Total	4,423			
Ballots Cast - Total	566	14	235	317
Voter Turnout - Total	12.80%			

Council Member, District 2 City of Sherman

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
Josh Stevenson	427	11	189	227
Total Votes Cast	427	11	189	227

Council Member, District 4 City of Sherman

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
Carleen Chismon	167	6	84	77
Daron R. Holland	293	7	113	173
Total Votes Cast	460	13	197	250

Proposition A City of Sherman

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
For	445	13	183	249
Against	107	0	50	57
Total Votes Cast	552	13	233	306

Summary Results Report
November 7, 2023 Election

UNOFFICIAL RESULTS
City of Sherman

310 Sherman/County

STATISTICS

	TOTAL	Absentee	Early Voting	Election Day
Registered Voters - Total	255			
Ballots Cast - Total	43	2	13	28
Voter Turnout - Total	16.86%			

Council Member, District 2 City of Sherman

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
Josh Stevenson	24	0	8	16
Total Votes Cast	24	0	8	16

Council Member, District 4 City of Sherman

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
Carleen Chismon	11	1	5	5
Daron R. Holland	15	1	2	12
Total Votes Cast	26	2	7	17

Proposition A City of Sherman

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
For	28	0	12	16
Against	12	2	1	9
Total Votes Cast	40	2	13	25

Summary Results Report
November 7, 2023 Election

UNOFFICIAL RESULTS
City of Sherman

405

STATISTICS

	TOTAL	Absentee	Early Voting	Election Day
Registered Voters - Total	762			
Ballots Cast - Total	94	4	34	56
Voter Turnout - Total	12.34%			

Council Member, District 2 City of Sherman

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
Josh Stevenson	68	4	18	46
Total Votes Cast	68	4	18	46

Council Member, District 4 City of Sherman

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
Carleen Chismon	31	0	14	17
Daron R. Holland	40	4	8	28
Total Votes Cast	71	4	22	45

Proposition A City of Sherman

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
For	74	2	28	44
Against	19	2	6	11
Total Votes Cast	93	4	34	55

Summary Results Report
November 7, 2023 Election

UNOFFICIAL RESULTS
City of Sherman

408 Sherman/County

STATISTICS

	TOTAL	Absentee	Early Voting	Election Day
Registered Voters - Total	0			
Ballots Cast - Total	0	0	0	0
Voter Turnout - Total	0.00%			

Council Member, District 2 City of Sherman

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
Josh Stevenson	0	0	0	0
Total Votes Cast	0	0	0	0

Council Member, District 4 City of Sherman

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
Carleen Chismon	0	0	0	0
Daron R. Holland	0	0	0	0
Total Votes Cast	0	0	0	0

Proposition A City of Sherman

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
For	0	0	0	0
Against	0	0	0	0
Total Votes Cast	0	0	0	0

Summary Results Report
November 7, 2023 Election

UNOFFICIAL RESULTS
City of Sherman

409

STATISTICS

	TOTAL	Absentee	Early Voting	Election Day
Registered Voters - Total	2,532			
Ballots Cast - Total	557	10	272	275
Voter Turnout - Total	22.00%			

Council Member, District 2 City of Sherman

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
Josh Stevenson	416	8	211	197
Total Votes Cast	416	8	211	197

Council Member, District 4 City of Sherman

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
Carleen Chismon	149	4	69	76
Daron R. Holland	291	4	150	137
Total Votes Cast	440	8	219	213

Proposition A City of Sherman

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
For	438	8	218	212
Against	102	1	49	52
Total Votes Cast	540	9	267	264

Summary Results Report
November 7, 2023 Election

UNOFFICIAL RESULTS
City of Sherman

410 Sherman/County

STATISTICS

	TOTAL	Absentee	Early Voting	Election Day
Registered Voters - Total	2,420			
Ballots Cast - Total	391	11	177	203
Voter Turnout - Total	16.16%			

Council Member, District 2 City of Sherman

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
Josh Stevenson	281	9	128	144
Total Votes Cast	281	9	128	144

Council Member, District 4 City of Sherman

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
Carleen Chismon	115	2	65	48
Daron R. Holland	198	6	76	116
Total Votes Cast	313	8	141	164

Proposition A City of Sherman

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
For	304	9	143	152
Against	76	0	31	45
Total Votes Cast	380	9	174	197

D6 Update





Policies Infrastructure Incentives

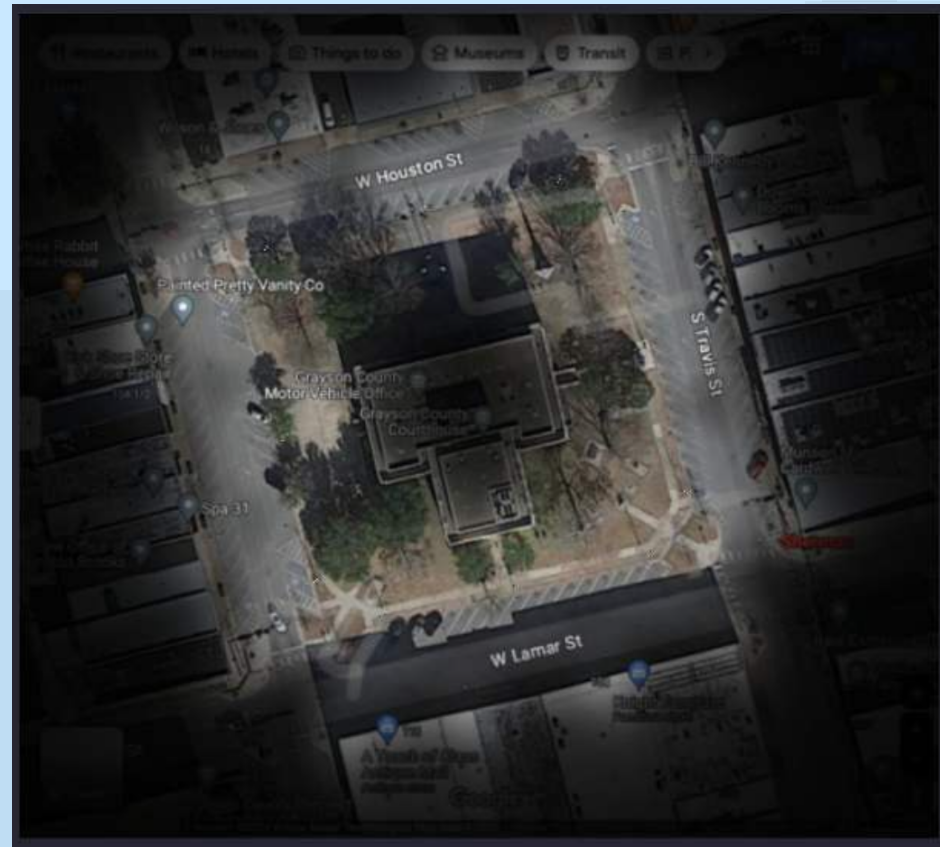
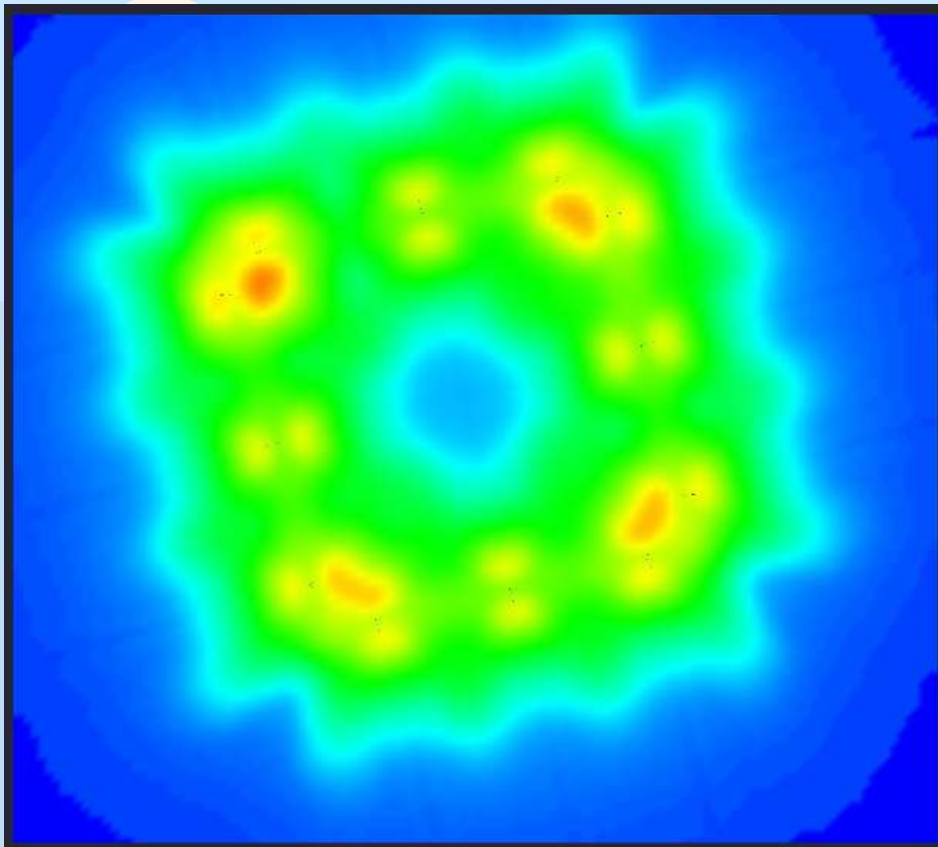
Policy

- More generous City policy toward infrastructure
 - Utilities extended to curb free of charge
 - Matches policies of surrounding cities
 - Alleyways to be repaved as infrastructure installed
- Using Burgess & Niple as outside engineers
 - City has covered approximately \$20,000 in engineering costs
- Updated requirements for fire suppression lines (no more vaults)
- Scaled back parking enforcement
- Exploring idea of community dumpsters

Infrastructure: Illumination

- Improved lighting in Crockett-Houston lot
 - Painted existing poles
 - Added solar lights on back lot
- The Saga of the Light Poles
 - Replace 12 poles around the courthouse
 - Original budget: \$200k
 - Engineered budget: \$500k
- Plan B: Solar Lights
 - \$50k price tag all-in
 - City crews can install







Infrastructure: Kidd-Key Park

- Renovate fountain and replace flowerbeds
 - 70k from TIRZ
- Projects were shelved until City Hall planning could be completed



Infrastructure: Parking

- Houston/Crockett lot
 - 61 additional 3hr/1hr parking spaces
 - 110 paid spaces in rear lot
 - Stickers instead of individual spots
 - Resurfaced all parking area, repainted individual spots
 - Added fence along northeast corner
 - Removed signs
- Walnut/Houston Lot
 - Time restrictions removed
- Travis Lights
 - King, Cherry, and Wall lights to be removed
 - Wall intersection to be redone

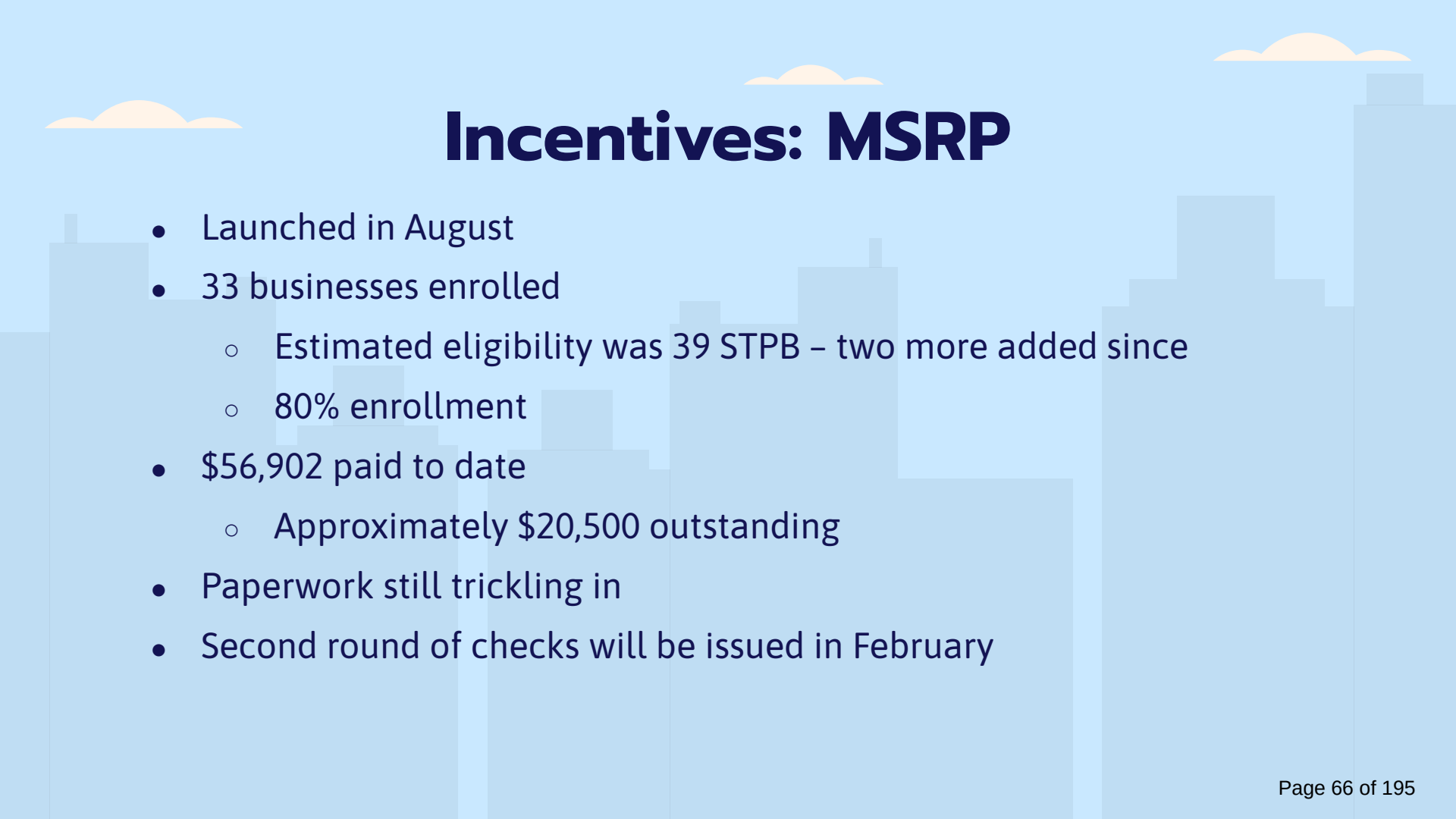
Infrastructure: Parking



Incentives: D-BIG

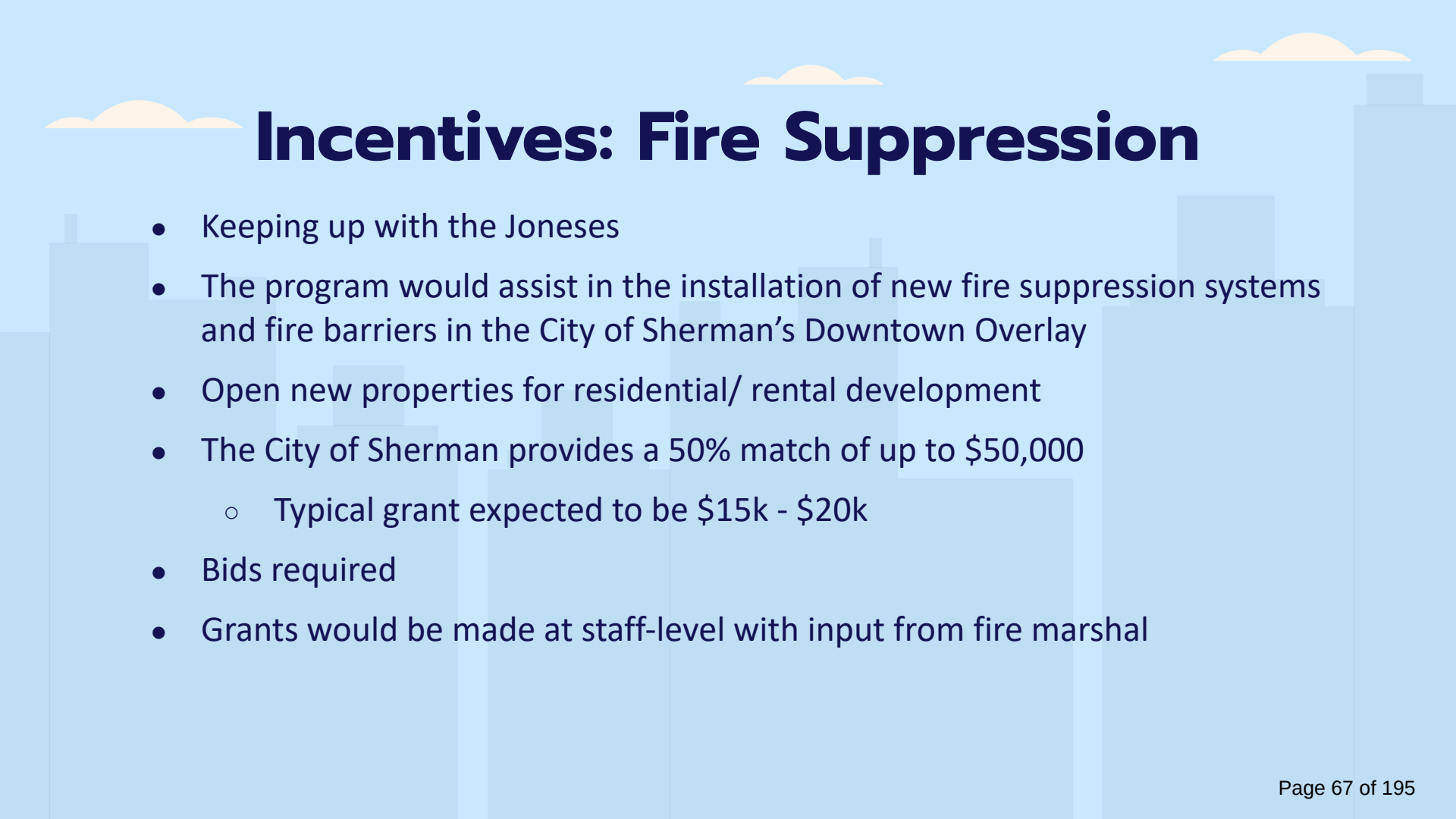
- Funding mechanism changed from GF to TIRZ
- Maximum grant changed from \$25k to \$50k
- City-required improvements eligible for 2:1 match; all others, still 4:1
- Approved projects are exempt from building and impact fees (not retroactive)
- Requirement to remain occupied for 4 of the next 5 years for ongoing applicant eligibility
- Multi-year eligibility for projects valued at >\$500k
- Residential projects are eligible

\$259,463 in grants during 2023



Incentives: MSRP

- Launched in August
- 33 businesses enrolled
 - Estimated eligibility was 39 STPB – two more added since
 - 80% enrollment
- \$56,902 paid to date
 - Approximately \$20,500 outstanding
- Paperwork still trickling in
- Second round of checks will be issued in February



Incentives: Fire Suppression

- Keeping up with the Joneses
- The program would assist in the installation of new fire suppression systems and fire barriers in the City of Sherman's Downtown Overlay
- Open new properties for residential/ rental development
- The City of Sherman provides a 50% match of up to \$50,000
 - Typical grant expected to be \$15k - \$20k
- Bids required
- Grants would be made at staff-level with input from fire marshal

Incentives: Other Possibilities

- Larger projects could be incentivized through additional incentives:
 - 380 agreements
 - Property tax abatements
 - Land leases
- Possible projects could include:
 - Kelly Square
 - Probation/election office land
 - Boutique hotel



Corridor Study

- The project would include urban design and landscape architecture services for a portion of the Sherman downtown area, from I-75 to N. Travis Street (northbound) and N. Crockett Street (southbound) along W. Houston Street (westbound) and W. Lamar Street (eastbound)
- The goal for the scope area is to provide public area landscape improvements that promote the vision of a more walkable and attractive street for all users.
- Design Workshop will provide conceptual urban design and propose strategic improvements to the proposed streetscapes.





 **Incentives**
 **Policies**
 **Infrastructure**

Sherman, Texas

Sherman Tree Ordinance

November 20, 2023



TREE ORDINANCE

SCHEDULE UPDATE

- In August 2023 Council directed staff to begin looking into an update to the Tree Ordinance
- Staff contracted with Halff Associates (Planning On-Call Consultant) to assist in developing a draft tree ordinance
- City hosted a developer workshop on September 8, 2023
- Public Open House held on September 8, 2023
- Special Called City Council Meeting held on September 9th, 2023 to discuss Tree Ordinance feedback
- Halff Associates provided a draft tree ordinance for staff review on October 31, 2023
- City hosted a follow up developer meeting on November 15th, 2023 to present the draft recommendations

ENGAGEMENT TAKEAWAYS



TREE ORDINANCE COMMUNITY ENGAGEMENT SUMMARY

The City of Sherman is currently considering the development of an ordinance for tree protection requirements on sites of new development. On Wednesday, September 13, 2023, the City of Sherman hosted two meetings to gather feedback regarding such requirements within the City. A developer workshop included attendees who are involved in private development, mainly for single-family residential developments. A public open house was held for all members of the public to attend. Key takeaways from each of these meetings are provided below.



Developer workshop



Public Open House

DEVELOPER WORKSHOP

- Sherman has a lot of advantages (desirable, affordable, smooth City process)
- Concern that a strict tree ordinance will drive up costs, no longer make Sherman affordable
- Don't want to stop development in Sherman
- Grading and drainage is a challenge (particularly W/SW Sherman) = hard to save trees
- There are examples of good ordinance components out there (simple, clear, flexible, good process)
- There need to be exceptions and off-ramps in the ordinance
- Saving trees doesn't work with denser development (building pads, streets)
- Need to consider regulatory equity as not all sites are similar, will greatly impact sites with trees vs. pasture land
- If ordinance does not apply in ETJ, landowners will clear out trees prior to development process/sale of land
- Alternatives, review/appeal process, administrative discretion, Council consideration all important

PUBLIC OPEN HOUSE

- Clear direction from citizens is they want action
- Most visceral reaction to clear-cutting
- Concern about changing character of Sherman
- Desire to be different than suburban Dallas communities
- Preserving some trees on sites, in public locations, is primary desire
- Don't want to stop development in Sherman, but removals are occurring too quickly
- Want this ordinance to move fast and stop what is occurring now



TREE ORDINANCE COMMUNITY ENGAGEMENT SUMMARY

On Thursday, September 14, 2023, the input gathered at the Developer Workshop and Public Open House was presented to the Sherman City Council. Key takeaways from the City Council meeting and staff recommendations, derived as a result of the public engagement, are provided below.

CITY COUNCIL MEETING TAKEAWAYS

- Council would like to understand how Ordinance tiers 2 and 3 apply to land that has no trees at the start to avoid developers having to pay out of pocket for trees that were not present in the first place
- An ordinance will also impact the City's projects – will need to “practice what they preach”
- Most of the conversation has been related to residential development; commercial development would likely stay closer to a Tier 1 ordinance requirement (landscaping only)
- Council would like to balance tree preservation requirements between low density areas and already urbanized or higher-density areas, such as Downtown or infill lots
- Consideration should be given to topography, steep slopes, and a minimum land size for which the preservation regulation applies
- Consideration should be given to different requirements for hardwoods and ornamental trees
- Include options for on-site and off-site replacement or payment into a city tree fund
- In development of an ordinance, legal compliance for certain issues must be followed, such as who the ordinance applies to once in place (can't retroactively apply) and delaying or denying development and annexation requests
- Ordinance needs to be written in a way that disincentivizes clear-cutting in ETJ prior to requesting an annexation

STAFF RECOMMENDATIONS

- Require Tree Survey for new development (some exceptions to be considered)
- Survey 16" hardwood trees and greater (credit offered for smaller trees)
- Mitigation and replacement trees required for 16"+ that are removed
- Credits and regulatory incentives provided for preserving trees on-site
- Priority locations to be considered for tree protection (floodplains, trail plan corridors, street perimeters)
- Consider options and credits for open spaces and parkland pending (subdivision ordinance)

At the conclusion of the City Council meeting, the Council provided directive to Sherman Development Services and the consultant team, Halff, to immediately move forward with drafting a tree ordinance. Per the Council's direction, the ordinance will not prohibit the use of clear-cutting, but should provide requirements for Tier 2 tree replacement and regulatory incentives to meet Tier 3 tree preservation. Additional opportunities will be provided for future engagement with various community stakeholders.



PEER CITIES

The following six communities were reviewed for context.

Denison

Preservation of trees measuring 7 inches at diameter breast height

Anna

Preservation of trees measuring 6 inches at diameter breast height

Marble Falls

Preservation of trees measuring 12 inches diameter at breast height

McKinney

Preservation of trees 6 inches diameter at breast height

Georgetown

Preservation of trees measuring 12 inches at diameter breast height

Frisco

Preservation of trees measuring 6 inches at diameter breast height



GENERAL

1

Applicability

All development within the City limits and its ETJ

2

Protected Tree

Any species listed as a shade tree that measures 12 caliper inches or larger.

3

Exemptions

- Subdivisions that total five (5) acres or less
- Trees that are dead, diseased, declining, or determined to be a safety hazard
- Public streets, utility easements, and required fire lanes



TREE SURVEY

A tree survey shall be submitted concurrent with the submittal of a preliminary plat application.

Required survey size: trees that measure **12 caliper inches** or larger.

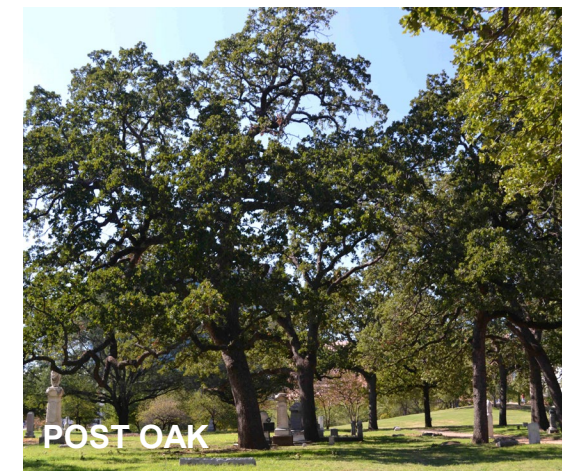
Recommended survey size: trees that measure ***8 caliper inches*** or larger in order to retain eligibility for Preserved Tree credits.

SHADE TREE SPECIES

Existing species list: 56 species listed, including shade and ornamental trees.

Updated species list: 19 shade trees and 15 ornamental trees

- Pecan
- Black hickory
- Walnut
- Southern magnolia
- Texas oak
- Red oak*
- Bur oak*
- Chinkapin oak*
- Shumard red oak
- Post oak
- Live oak*
- Bald cypress
- American elm
- Cedar elm*
- Lacebark elm*
- Chinese pistachio*
- Bigtooth maple
- Caddo maple
- Red mulberry



* Trees that are recommended as appropriate for Street Trees within public rights-of-way or in close proximity.



TREES APPLICABLE TO SURVEY



Counts as Preservation Credit Trees

Eight (8) caliper inches



Protected Tree

Twelve (12) caliper inches



Heritage Tree

Thirty-six (36) caliper inches

SURVEY ALTERNATIVES

1

Certify that there are no protected trees on site

2

No Disturbance Area Option

To avoid a tree survey, the applicant may select to set aside no-disturbance areas for 25% of the site

- Floodplains/riparian corridors
- Street Perimeter Buffer Areas
- Trail corridors
- Park land, open spaces, and outdoor amenity spaces





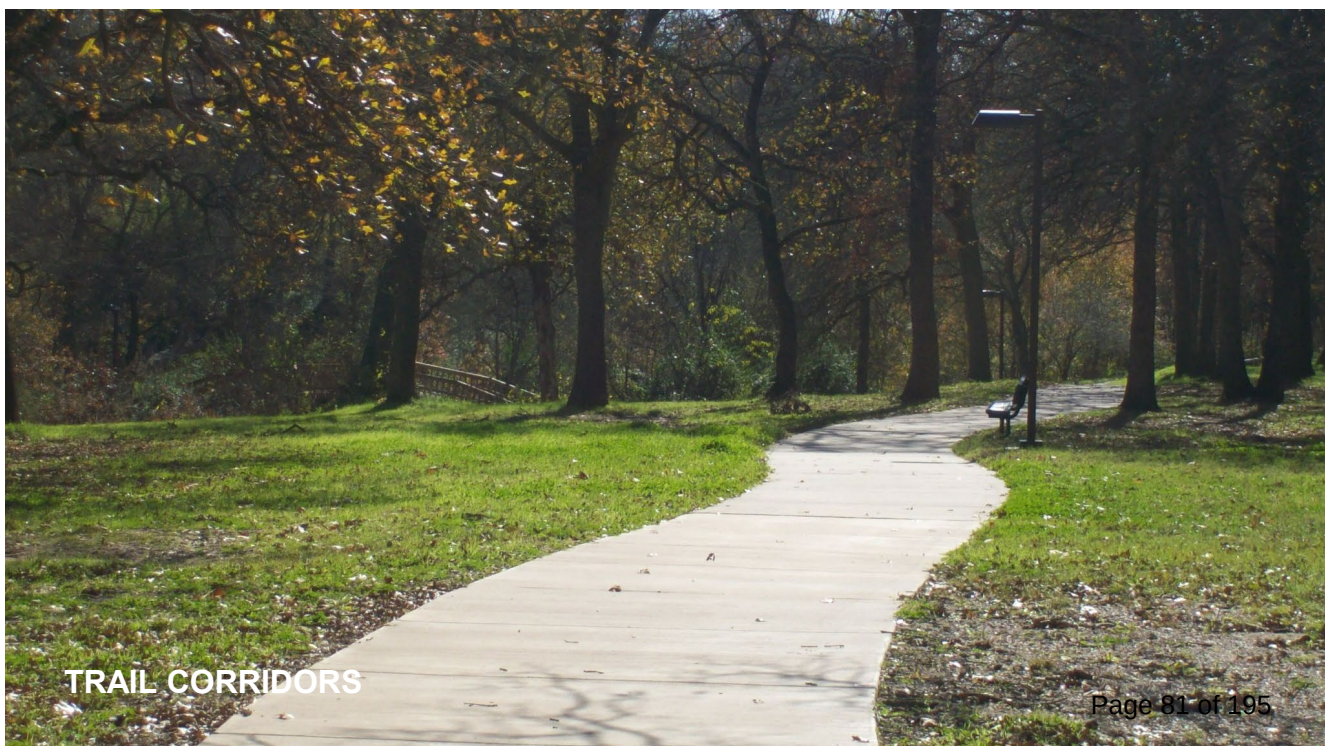
**FLOODPLAINS / RIPARIAN
CORRIDORS**



**STREET PERIMETER
BUFFER AREAS**



**PARK LAND, OPEN SPACES, AND
OUTDOOR AMENITY SPACES**



TRAIL CORRIDORS

TREE REPLACEMENT

Minimum Tree Caliper	Mitigation Ratio
12" or greater and less than 24"	Replace 1" for every 2" removed
24" or greater and less than 36"	Replace 1" for every 1" removed
36" or greater	Replace 2" for every 1" removed

Replacement Trees sized three (3) caliper inches or greater.

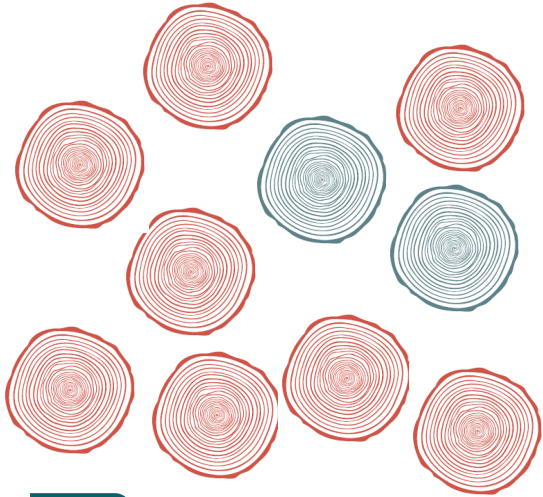
Replacement Trees planted on site are eligible to be counted towards landscaping requirements

TREE PRESERVATION

Preserved Tree Size	Credits towards Replacement Trees
8" – 11"	Two (2) trees
12" – 23"	Three (3) trees
24" – 35"	Four (4) trees
36" and greater	Five (5) trees

Shade trees preserved on site that measure eight (8) caliper inches or greater may be credited toward Replacement Trees

TREE REPLACEMENT EXAMPLE



1

Your site has ten 12" trees (120" total)



2

You've *removed* 8 trees (96") and *preserved* 2 trees (24")



3

You need to replace the removed 96" with 48" of new trees (16 trees)



4

The 2 preserved trees reduce the mitigation by 6 3" trees, or 18"

**16 required new trees minus 6 credit trees
= 10 3" REPLACEMENT TREES**

New Ordinance Requirements

Min. Tree Caliper	Mitigation Ratio	Preserved Tree Caliper	Replacement Credits
12" or greater and less than 24"	Replace 1" for every 2" removed	12" - 23"	Three 3" trees



REPLACEMENT ALTERNATIVES

1

Fee-in-Lieu

Payment to the City of Sherman Tree Fund on a per inch basis.

Payments are to be used for the sole purpose of planting trees and maintenance of those trees.

2

Off-site Mitigation

Replacement Trees may be proposed to be planted in a location mutually agreed upon by the City Manager and the developer, including local parks and public places.

Replacement Trees and fee-in-lieu payments may be combined to satisfy the requirement.



LANDSCAPING ORDINANCE



RESIDENTIAL TREE & LANDSCAPING

1. Residential Lots

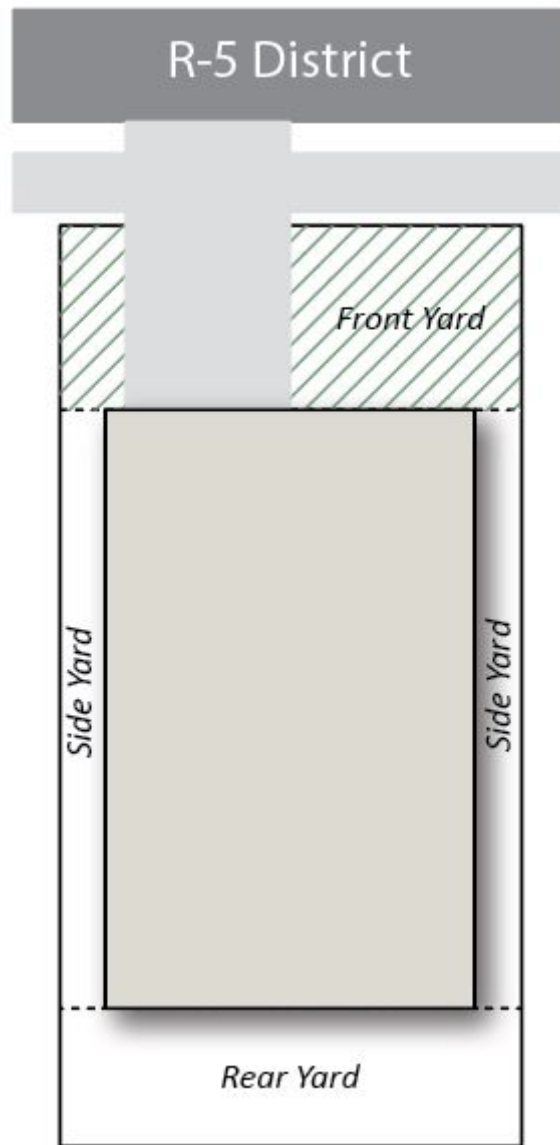
- Increase tree size to 3-inch trees instead of 2-inch; shade trees only

2. Credits

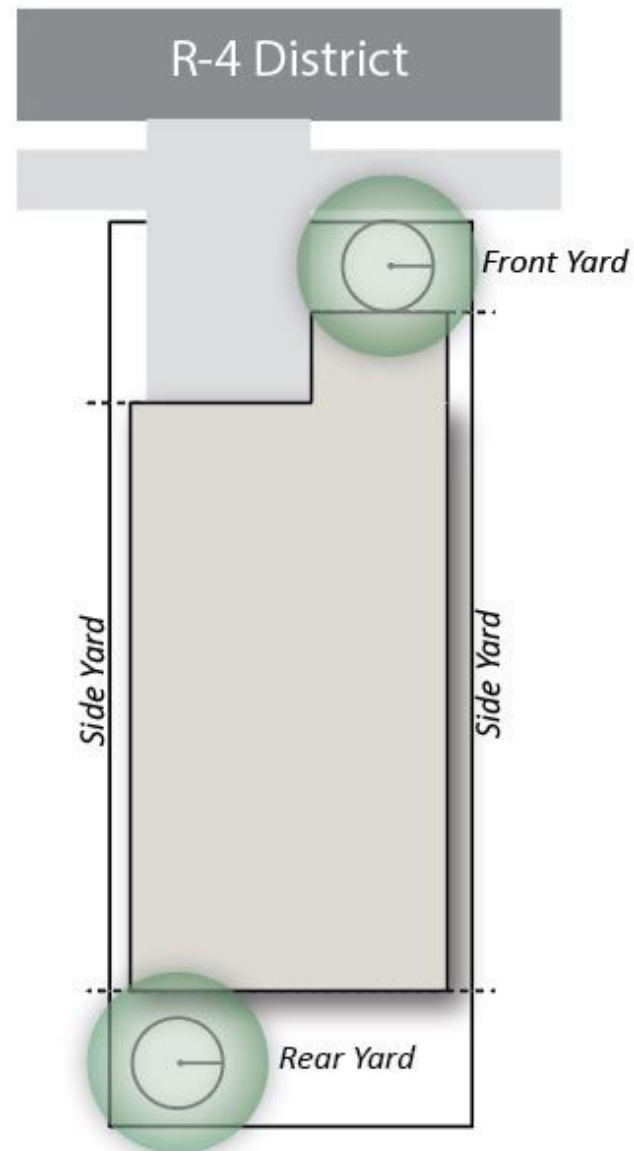
- Replacement Trees and Preserved Trees may be counted towards this requirement

3. Small Lots

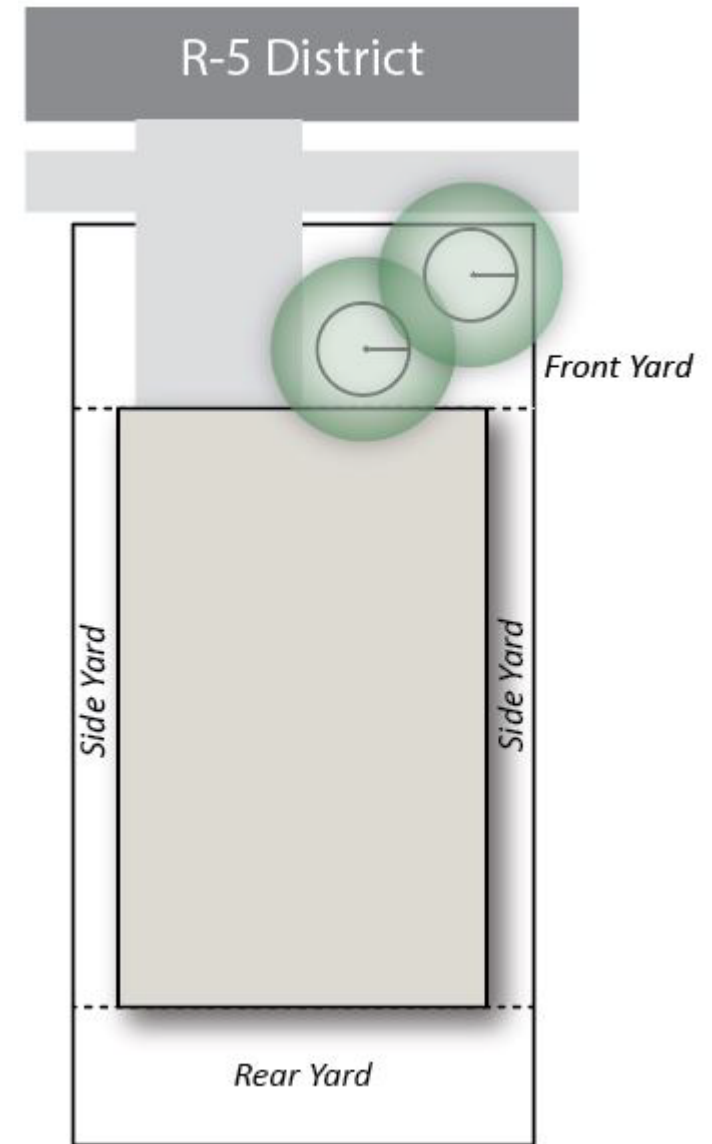
- Under 50' lots, only one tree in front yard
- Minimum 60% landscape space in front yard



Minimum 60% landscaping
area in front yard



Only one tree allowed in front
yard for lots less than 50' wide



Two trees allowed in front
yard for lots at least 50' wide

COMMERCIAL TREE & LANDSCAPING

1. Parking Lot Landscape Areas

- Landscape island at the end of parking rows and throughout the lot for every twelve (12) parking stalls in a row
- Landscape areas shall not contain more than 50% of a non-vegetative landscape material

2. Shade Trees

- One shade tree in each landscape island



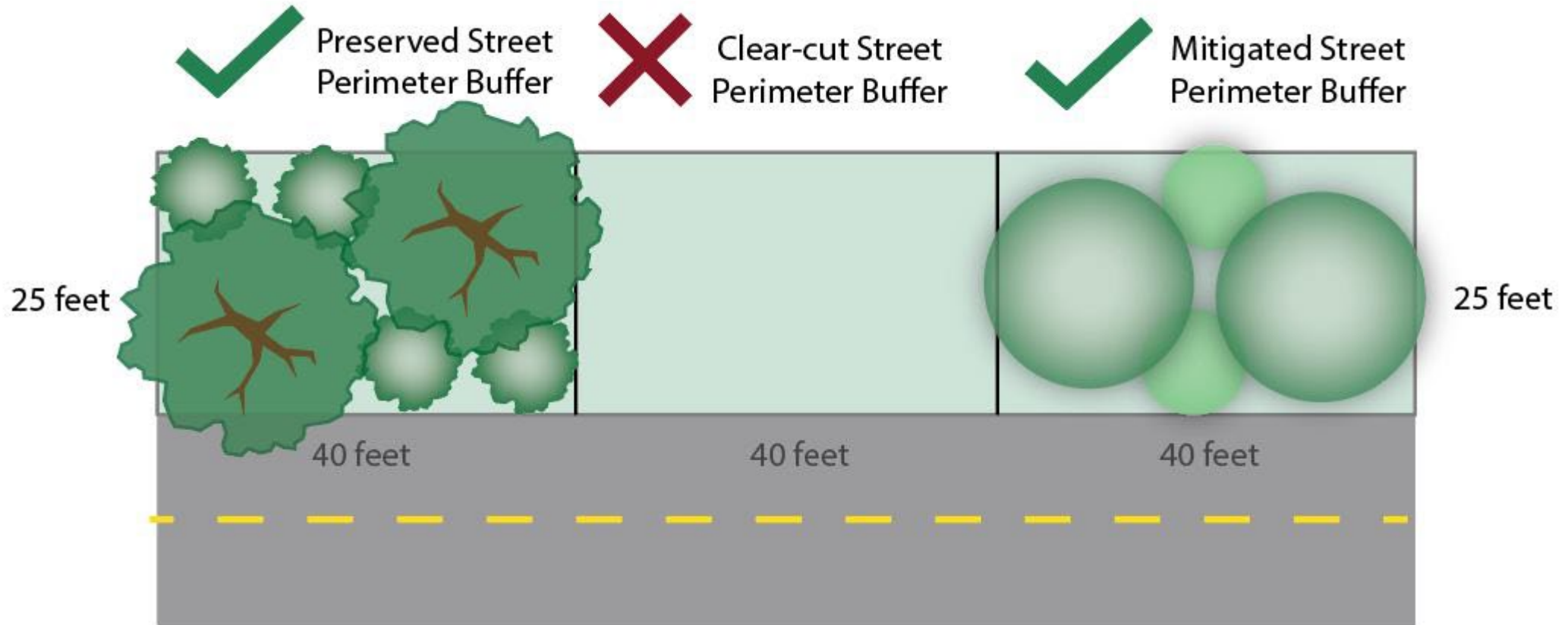
STREET PERIMETER BUFFER

Buffer area intended for preserved trees, replacement trees and amenity space. Two (2) shade trees and two (2) ornamental trees per 1,000 square feet of buffer area.

Street Classification	Minimum Buffer Width
Highway	25 feet
Major Arterial	25 feet
Minor Arterial	25 feet
Collector (residential use)	25 feet
Collector (non-residential use)	15 feet
Local (residential, perimeter only)	25 feet
Local (non-residential use)	15 feet



STREET PERIMETER BUFFERS



BUFFERYARDS

Green space transitions to facilitate compatibility.
Can include preserved vegetation or new plantings.

1. Compatibility buffer: 15' landscape buffer
2. Stormwater ponds: 15' landscape buffer
3. Planting requirements for 1,000 sq ft area:
 - One (1) shade tree
 - Two (2) ornamental trees





QUESTIONS?

A large, mature tree with dense green foliage dominates the center of the image. In the background, a small white gazebo with a dark roof is visible. The foreground shows a grassy area with some shadows. A blue semi-transparent banner is overlaid across the middle of the image.

THANK YOU!



City Council Regular Meeting

Agenda Item No. D.1.

Meeting Date: 12/4/2023

Prepared By: Jason Jeffcoat, Police Chief

Approved By: Ryan Pittman, City Attorney

Caption:

*** RESOLUTION NO. 7235**

Authorizing the Execution of a Master Services Agreement with Flock Group Inc. for the Purchase of the Flock Safety Platform for the Sherman Police Department

Issue:

Five-year contract for our Automatic License Plate Reading (ALPR) Camera System

Background:

This contract between the City of Sherman and Flock Safety will secure pricing for the current Flock Safety ALPR cameras that the City of Sherman is currently utilizing throughout the City. This contract saves the City of Sherman \$12,500 over the five-year period. This has proven to be an effective tool for the department. Sherman PD has been able to utilize this system to assist in the investigation of several offenses, including murders. The department has also recovered numerous stolen vehicles using the system.

Origination:

Sherman Police Department

Financial Consideration:

\$12,500 annually for five years. The contract total is \$62,500. This was included in the FY2023-2024 budget year.

Staff Recommendation:

Staff recommends approval

Alternatives:

As directed by Council

Attachments:

1. Resolution No. 7235
2. Flock Safety Contract
3. Flock Group Quote

RESOLUTION NO. 7235

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE EXECUTION OF A MASTER SERVICES AGREEMENT WITH FLOCK GROUP INC. FOR THE PURCHASE OF THE FLOCK SAFETY PLATFORM FOR THE SHERMAN POLICE 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 the City Manager be and is hereby authorized and directed to execute a master services agreement with Flock Group, Inc. for the purchase of the Flock Safety Platform for the Sherman Police Department for a total of Sixty-Two Thousand Five Hundred dollars and Zero cents (\$62,500). Any agreements related to this purchase must be approved by the City Attorney. Funds for this purchase are being committed out of the City of Sherman's fiscal year 2023-2024 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 4th day of December 2023.

CITY OF SHERMAN, TEXAS

BY: _____

DAVID PLYLER, MAYOR

ATTEST:

BY: _____

LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM

AND CONTENT:

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

BY: _____

RYAN D. PITTMAN, CITY ATTORNEY

Flock Safety + Sherman PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Ashley Shambo
ashley.shambo@flocksafety.com
972-310-9832

Company Overview

At Flock Safety, technology unites law enforcement and the communities they serve to eliminate crime and shape a safer future, together. We created the first public safety operating system to enable neighborhoods, schools, businesses, and law enforcement to work together to collect visual, audio, and situational evidence across an entire city to solve and prevent crime.

Our connected platform, comprised of License Plate Recognition (LPR), live video, audio detection, and a suite of integrations (AVL, CAD & more), alerts law enforcement when an incident occurs and turns unbiased data into objective answers that increase case clearance, maximize resources, and reduce crime -- all without compromising transparency or human privacy.

Join thousands of agencies reducing crime with Flock Safety's public safety operating system

2000+	120	1B+	<60%*
communities with private-public partnerships	incident alerts / minute	1B+ vehicles detected / month	<60% local crime reduction in Flock cities

*According to a 2019 study conducted by Cobb County Police Department

Introduction

Layer Intelligence to Solve More Crime

The pathway to a safer future looks different for every community. As such, this proposal presents a combination of products that specifically addresses your public safety needs, geographical layout, sworn officer count, and budget. These components make up your custom public safety operating system, a connected device network and software platform designed to transform real-time data into a panoramic view of your jurisdiction and help you zero in on the leads that solve more cases, prevent future crimes, and foster trust in the communities you serve.

Software Platform

Flock Safety's out-of-box software platform collects and makes sense of visual, audio, and situational evidence across your entire network of devices.

Out-of-Box Software Features	
Simplified Search	Get a complete view of all activity tied to one vehicle in your network of privately and publicly owned cameras. The user-friendly search experience allows officers to filter hours of footage in seconds based on time, location, and detailed vehicle criteria using patented Vehicle Fingerprint™ technology. Search filters include: • Vehicle make • Body type • Color • License plates ○ Partial tags ○ Missing tags ○ Temporary tags ○ State recognition • Decals • Bumper stickers • Back racks • Top racks
National and Local Sharing	Access 1B+ additional plate reads each month without purchasing more cameras. Solve cross-jurisdiction crimes by opting into Flock Safety's sharing networks, including one-to-one, national, and statewide search networks. Users can also receive alerts from several external LPR databases: <i>California SVS</i> <i>FDLE</i> <i>FL Expired Licenses</i> <i>FL Expired Tags</i> <i>FL Sanctioned Drivers</i> <i>FL Sex Offenders</i> <i>Georgia DOR</i> <i>IL SOS</i> <i>Illinois Leads</i> <i>NCIC</i> <i>NCMEC Amber Alert</i> <i>REJIS</i> <i>CCIC</i> <i>FBI</i>
Real-time Alerts	Receive SMS, email, and in-app notifications for custom Hot Lists, NCIC wanted lists, AMBER alerts, Silver alerts, Vehicle Fingerprint matches, and more.
Interactive ESRI Map	View your AVL, CAD, traffic, and LPR alerts alongside live on-scene video from a single interactive map for a birdseye view of activity in your jurisdiction.
Vehicle Location Analysis	Visualize sequential Hot List alerts and the direction of travel to guide officers to find suspect vehicles faster.

Out-of-Box Software Features (Continued)	
Transparency Portal	Establish community trust with a public-facing dashboard that shares policies, usage, and public safety outcomes related to your policing technology.
Insights Dashboard	Access at-a-glance reporting to easily prove ROI, discover crime and traffic patterns and prioritize changes to your public safety strategy by using data to determine the most significant impact.
Native MDT Application	Download FlockOS to your MDTs to ensure officers never miss a Hot List alert while out on patrol.
Hot List Attachments	Attach relevant information to Custom Hot List alerts. Give simple, digestible context to Dispatchers and Patrol Officers responding to Hot List alerts so they can act confidently and drive better outcomes. When you create a custom Hot List Alert, add case notes, photos, reports, and other relevant case information.
Single Sign On (SSO)	Increase your login speed and information security with Okta or Azure Single Sign On (SSO). Quickly access critical information you need to do your job by eliminating the need for password resets and steps in the log-in process.

License Plate Recognition

The Flock Safety Falcon® LPR camera uses Vehicle Fingerprint™ technology to transform hours of footage into actionable evidence, even when a license plate isn't visible, and sends Hot List alerts to law enforcement users when a suspect vehicle is detected. The Falcon has fixed and location-flexible deployment options with 30% more accurate reads than leading LPR.*

*Results from the 2019 side-by-side comparison test conducted by LA County Sheriff's Department

Flock Safety Falcon® LPR Camera	Flock Safety Falcon® Flex	Flock Safety Falcon® LR
Fixed, infrastructure-free LPR camera designed for permanent placement. √ 1 Standard LPR Camera √ Unlimited LTE data service + Flock OS platform licenses √ 1 DOT breakaway pole √ Dual solar panels √ Permitting, installation, and ongoing maintenance	Location-flexible LPR camera designed for fast, easy self-installation, which is ideal for your ever-changing investigative needs. √ 1 LPR Camera √ Unlimited LTE data service + software licenses √ 1 portable mount with varying-sized band clamps √ 1 Charger for internal battery √ 1 hardshell carrying case	Long-range, high-speed LPR camera that captures license plates and Vehicle Fingerprint data for increasing investigative leads on high-volume roadways like highways and interstates. √ 1 Long-Range LPR Camera √ Computing device in protective poly case √ AC Power √ Permitting, installation, and ongoing maintenance

Your Flock Safety Team

Flock Safety is more than a technology vendor; we are a partner in your mission to build a safer future. We work with thousands of law enforcement agencies across the US to build stronger, safer communities that celebrate the hard work of those who serve and protect. We don't disappear after contracts are signed; we pride ourselves on becoming an extension of your hard-working team as part of our subscription service.

Implementation	Meet with a Solutions Consultant (former LEO) to build a deployment plan based on your needs. Our Permitting Team and Installation Technicians will work to get your device network approved, installed, and activated.
User Training + Support	Your designated Customer Success Manager will help train your power users and ensure you maximize the platform, while our customer support team will assist with needs as they arise.
Maintenance	We proactively monitor the health of your device network. If we detect that a device is offline, a full-time technician will service your device for no extra charge. <i>Note: Ongoing maintenance does not apply to Falcon Flex devices.</i>
Public Relations	Government Affairs Get support educating your stakeholders, including city councils and other governing bodies. Media Relations Share crimes solved in the local media with the help of our Public Relations team.



EXHIBIT A
ORDER FORM

Customer: Sherman PD
Legal Entity Name: Sherman PD
Accounts Payable Email: karenw@cityofsherman.com
Address: 2600 W. Travis St. Sherman, Texas 75092

Initial Term: 60 Months
Renewal Term: 24 Months
Payment Terms: Net 30
Billing Frequency: Annual - First Year at Signing.
Retention Period: 30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$12,500.00
Flock Safety Flock OS			
FlockOS TM	Included	1	Included
Flock Safety LPR Products			
Flock Safety Falcon [®]	Included	5	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			

Subtotal Year 1:	\$12,500.00
Annual Recurring Subtotal:	\$12,500.00
Discounts:	\$12,500.00
Estimated Tax:	\$0.00
Contract Total:	\$62,500.00

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$12,500.00
Annual Recurring after Year 1	\$12,500.00
Contract Total	\$62,500.00

*Tax not included

Discounts

Discounts Applied	Amount (USD)
Flock Safety Platform	\$12,500.00
Flock Safety Add-ons	\$0.00
Flock Safety Professional Services	\$0.00

Product and Services Description

Flock Safety Platform Items	Product Description	Terms
Flock Safety Falcon ®	An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture vehicular attributes.	The Term shall commence upon first installation and validation of Flock Hardware.

One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

FlockOS Features & Description

Package: Essentials

FlockOS Features	Description
Community Cameras (Full Access)	Access to all privately owned Flock devices within your jurisdiction that have been shared with you.
Unlimited Users	Unlimited users for FlockOS
State Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the statewide Flock network.
Nationwide Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the nationwide Flock network.
Direct Share - Surrounding Jurisdiction (Full Access)	Access to all Flock devices owned by law enforcement that have been directly shared with you. Have ability to search by vehicle fingerprint, receive hot list alerts, and view devices on the map.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Flock Insights/Analytics page	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
ESRI Based Map Interface	Flock Safety's maps are powered by ESRI, which offers the ability for 3D visualization, viewing of floor plans, and layering of external GIS data, such as City infrastructure (i.e., public facilities, transit systems, utilities), Boundary mapping (i.e., precincts, county lines, beat maps), and Interior floor plans (i.e., hospitals, corporate campuses, universities)
Real-Time NCIC Alerts on Flock ALPR Cameras	Alert sent when a vehicle entered into the NCIC crime database passes by a Flock camera
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera

By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the Master Services Agreement attached. The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Customer: Sherman PD

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PO Number: _____

Master Services Agreement

This Master Services Agreement (this “**Agreement**”) is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Road NW Suite 210, Atlanta, GA 30318 (“**Flock**”) and the entity identified in the signature block (“**Customer**”) (each a “**Party**,” and together, the “**Parties**”) on this the 28 day of November 2023. This Agreement is effective on the date of mutual execution (“**Effective Date**”). Parties will sign an Order Form (“**Order Form**”) which will describe the Flock Services to be performed and the period for performance, attached hereto as **Exhibit A**. The Parties agree as follows:

RECITALS

WHEREAS, Flock offers a software and hardware situational awareness solution through Flock’s technology platform that upon detection is capable of capturing audio, video, image, and recording data and provide notifications to Customer (“**Notifications**”);

WHEREAS, Customer desires access to the Flock Services (defined below) on existing devices, provided by Customer, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, via the Flock Services;

WHEREAS, Customer shall have access to the Footage in Flock Services. Pursuant to Flock’s standard Retention Period (defined below) Flock deletes all Footage on a rolling thirty (30) day basis, except as otherwise stated on the **Order Form**. Customer shall be responsible for extracting, downloading and archiving Footage from the Flock Services on its own storage devices; and

AGREEMENT

NOW, THEREFORE, Flock and Customer agree that this Agreement, and any Order Form, purchase orders, statements of work, product addenda, or the like, attached hereto as

exhibits and incorporated by reference, constitute the complete and exclusive statement of the Agreement of the Parties with respect to the subject matter of this Agreement, and replace and supersede all prior agreements, term sheets, purchase orders, correspondence, oral or written communications and negotiations by and between the Parties.

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 “**Anonymized Data**” means Customer Data permanently stripped of identifying details and any potential personally identifiable information, by commercially available standards which irreversibly alters data in such a way that a data subject (i.e., individual person or entity) can no longer be identified directly or indirectly.

1.2 “**Authorized End User(s)**” means any individual employees, agents, or contractors of Customer accessing or using the Services, under the rights granted to Customer pursuant to this Agreement.

1.3 “**Customer Data**” means the data, media and content provided by Customer through the Services. For the avoidance of doubt, the Customer Data will include the Footage.

1.4. “**Customer Hardware**” means the third-party camera owned or provided by Customer and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.5 “**Embedded Software**” means the Flock proprietary software and/or firmware integrated with or installed on the Flock Hardware or Customer Hardware.

1.6 “**Flock Hardware**” means the Flock device(s), which may include the pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface, to provide the Flock Services as specifically set forth in the applicable product addenda.

1.7 “**Flock IP**” means the Services, the Embedded Software, and any intellectual property or proprietary information therein or otherwise provided to Customer and/or its Authorized End Users. Flock IP does not include Footage (as defined below).

1.8 “**Flock Network End User(s)**” means any user of the Flock Services that Customer authorizes access to or receives data from, pursuant to the licenses granted herein.

1.9 “**Flock Services**” means the provision of Flock’s software and hardware situational awareness solution, via the Web Interface, for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

1.10 “**Footage**” means still images, video, audio and other data captured by the Flock Hardware or Customer Hardware in the course of and provided via the Flock Services.

1.11 “**Hotlist(s)**” means a digital file containing alphanumeric license plate related information pertaining to vehicles of interest, which may include stolen vehicles, stolen vehicle license plates, vehicles owned or associated with wanted or missing person(s), vehicles suspected of being involved with criminal or terrorist activities, and other legitimate law enforcement purposes. Hotlist also includes, but is not limited to, national data (i.e., NCIC) for similar categories, license plates associated with AMBER Alerts or Missing Persons/Vulnerable Adult Alerts, and includes manually entered license plate information associated with crimes that have occurred in any local jurisdiction.

1.12 “**Installation Services**” means the services provided by Flock for installation of Flock Services.

1.13 “**Retention Period**” means the time period that the Customer Data is stored within the cloud storage, as specified in the product addenda.

1.14 “**Vehicle Fingerprint™**” means the unique vehicular attributes captured through Services such as: type, make, color, state registration, missing/covered plates, bumper stickers, decals, roof racks, and bike racks.

1.15 “**Web Interface**” means the website(s) or application(s) through which Customer and its Authorized End Users can access the Services.

2. SERVICES AND SUPPORT

2.1 Provision of Access. Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Authorized End Users to access and download via the Web Interface for the data retention time defined on the Order Form (“**Retention Period**”). Authorized End Users will be required to sign up for an account and select a password and username (“**User ID**”). Customer shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, including any acts or omissions of authorized End user which would constitute a breach of this agreement if undertaken by customer. Customer shall undertake reasonable efforts to make all Authorized End Users aware of all applicable provisions of this Agreement and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage).

2.2 Embedded Software License. Flock grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as it pertains to Flock Services, solely as necessary for Customer to use the Flock Services.

2.3 Support Services. Flock shall monitor the Flock Services, and any applicable device health, in order to improve performance and functionality. Flock will use commercially reasonable efforts to respond to requests for support within seventy-two (72) hours. Flock will provide Customer with reasonable technical and on-site support and maintenance services in-person, via phone or by email at support@flocksafety.com (such services collectively referred to as “**Support Services**”).

2.4 Upgrades to Platform. Flock may make any upgrades to system or platform that it deems necessary or useful to (i) maintain or enhance the quality or delivery of Flock’s products or services to its agencies, the competitive strength of, or market for, Flock’s products or services, such platform or system’s cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such upgrades are necessary from time to time and will not diminish the quality of the services or materially change any terms or conditions within this Agreement.

2.5 Service Interruption. Services may be interrupted in the event that: (a) Flock's provision of the Services to Customer or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Flock reasonably believe Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance ("**Service Interruption**"). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Customer, to provide updates, and to resume providing access to Flock Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Customer's direct actions or by the actions of parties associated with the Customer, the time will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day). For example, in the event of a Service Interruption lasting five (5) continuous days, Customer will receive a credit for five (5) free days at the end of the Term.

2.6 Service Suspension. Flock may temporarily suspend Customer's and any Authorized End User's access to any portion or all of the Flock IP or Flock Service if (a) there is a threat or attack on any of the Flock IP by Customer; (b) Customer's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Customer has violated any term of this provision, including, but not limited to, utilizing Flock Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Customer's account ("**Service Suspension**"). Customer shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit. If the Service Suspension was not caused by Customer, the Term will be tolled by the duration of the Service Suspension.

2.7 Hazardous Conditions. Flock Services do not contemplate hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately.

3. CUSTOMER OBLIGATIONS

3.1 Customer Obligations. Flock will assist Customer Authorized End Users in the creation of a User ID. Authorized End Users agree to provide Flock with accurate, complete, and updated registration information. Authorized End Users may not select as their User ID, a name that they do not have the right to use, or any other name with the intent of impersonation. Customer and Authorized End Users may not transfer their account to anyone else without prior written permission of Flock. Authorized End Users shall not share their account username or password information and must protect the security of the username and password. Unless otherwise stated and defined in this Agreement, Customer shall not designate Authorized End Users for persons who are not officers, employees, or agents of Customer. Authorized End Users shall only use Customer-issued email addresses for the creation of their User ID. Customer is responsible for any Authorized End User activity associated with its account. Customer shall ensure that Customer provides Flock with up to date contact information at all times during the Term of this agreement. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Flock Services. Customer shall (at its own expense) provide Flock with reasonable access and use of Customer facilities and Customer personnel in order to enable Flock to perform Services (such obligations of Customer are collectively defined as “*Customer Obligations*”).

3.2 Customer Representations and Warranties. Customer represents, covenants, and warrants that Customer shall use Flock Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of data, video, photo, or audio content.

4. DATA USE AND LICENSING

4.1 Customer Data. As between Flock and Customer, all right, title and interest in the Customer Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, irrevocable, worldwide license to use the Customer Data and perform all acts as may be necessary for Flock to provide the Flock Services to Customer. Flock does not own and shall not sell Customer Data.

4.2 Customer Generated Data. Flock may provide Customer with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available, messages,

text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Customer (“**Customer Generated Data**”). Customer shall retain whatever legally cognizable right, title, and interest in Customer Generated Data. Customer understands and acknowledges that Flock has no obligation to monitor or enforce Customer’s intellectual property rights of Customer Generated Data. Customer grants Flock a non-exclusive, irrevocable, worldwide, royalty-free, license to use the Customer Generated Data for the purpose of providing Flock Services. Flock does not own and shall not sell Customer Generated Data.

4.3 Anonymized Data. Flock shall have the right to collect, analyze, and anonymize Customer Data and Customer Generated Data to the extent such anonymization renders the data non-identifiable to create Anonymized Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Customer hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right to use and distribute such Anonymized Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, and other Flock offerings. Parties understand that the aforementioned license is required for continuity of Services. Flock does not own and shall not sell Anonymized Data.

5. CONFIDENTIALITY; DISCLOSURES

5.1 Confidentiality. To the extent required by any applicable public records requests, each Party (the “**Receiving Party**”) understands that the other Party (the “**Disclosing Party**”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “**Proprietary Information**” of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Customer includes non-public data provided by Customer to Flock or collected by Flock via Flock Services, which includes but is not limited to geolocation information and environmental data collected by sensors. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event less than commercially reasonable precautions, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any

such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public; or (b) was in its possession or known by it prior to receipt from the Disclosing Party; or (c) was rightfully disclosed to it without restriction by a third party; or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. At the termination of this Agreement, all Proprietary Information will be returned to the Disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof, when no longer needed for the purposes above, or upon request from the Disclosing Party, and in any case upon termination of the Agreement. Notwithstanding any termination, all confidentiality obligations of Proprietary Information that is trade secret shall continue in perpetuity or until such information is no longer trade secret.

5.2 Usage Restrictions on Flock IP. Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. Customer and Authorized End Users shall not: (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within the Flock Services or Flock IP; (vi) use the Flock Services for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Customer's rights. There are no implied rights.

5.3 Disclosure of Footage. Subject to and during the Retention Period, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to comply with a legal process, enforce this Agreement, or detect, prevent or otherwise address security, privacy, fraud or technical issues, or emergency situations.

6. PAYMENT OF FEES

6.1 Billing and Payment of Fees. Customer shall pay the fees set forth in the applicable Order Form based on the billing structure and payment terms as indicated in the Order Form. If Customer believes that Flock has billed Customer incorrectly, Customer must contact Flock no later than thirty (30) days after the closing date on the first invoice in which the error or problem appeared to receive an adjustment or credit. Customer acknowledges and agrees that a failure to contact Flock within this period will serve as a waiver of any claim. If any undisputed fee is more than thirty (30) days overdue, Flock may, without limiting its other rights and remedies, suspend delivery of its service until such undisputed invoice is paid in full. Flock shall provide at least thirty (30) days' prior written notice to Customer of the payment delinquency before exercising any suspension right.

6.2 Notice of Changes to Fees. Flock reserves the right to change the fees for subsequent Renewal Terms by providing sixty (60) days' notice (which may be sent by email) prior to the end of the Initial Term or Renewal Term (as applicable).

6.3 Late Fees. If payment is not issued to Flock by the due date of the invoice, an interest penalty of 1.0% of any unpaid amount may be added for each month or fraction thereafter, until final payment is made.

6.4 Taxes. Customer is responsible for all taxes, levies, or duties, excluding only taxes based on Flock's net income, imposed by taxing authorities associated with the order. If Flock has the legal obligation to pay or collect taxes, including amount subsequently assessed by a taxing authority, for which Customer is responsible, the appropriate amount shall be invoice to and paid by Customer unless Customer provides Flock a legally sufficient tax exemption certificate and Flock shall not charge customer any taxes from which it is exempt. If any deduction or

withholding is required by law, Customer shall notify Flock and shall pay Flock any additional amounts necessary to ensure that the net amount that Flock receives, after any deduction and withholding, equals the amount Flock would have received if no deduction or withholding had been required.

7. TERM AND TERMINATION

7.1 **Term.** The initial term of this Agreement shall be for the period of time set forth on the Order Form (the “**Term**”). Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a “**Renewal Term**”) unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

7.2 **Termination.** Upon termination or expiration of this Agreement, Flock will remove any applicable Flock Hardware at a commercially reasonable time period. In the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period (“**Cure Period**”). Either Party may terminate this Agreement (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. In the event of a material breach by Flock, and Flock is unable to cure within the **Cure Period**, Flock will refund Customer a pro-rata portion of the pre-paid fees for Services not received due to such termination.

7.3 **Survival.** The following Sections will survive termination: 1, 3, 5, 6, 7, 8.3, 8.4, 9, 11.1 and 11.6.

8. REMEDY FOR DEFECT; WARRANTY AND DISCLAIMER

8.1 **Manufacturer Defect.** Upon a malfunction or failure of Flock Hardware or Embedded Software (a “**Defect**”), Customer must notify Flock’s technical support team. In the event of a Defect, Flock shall make a commercially reasonable attempt to repair or replace the defective Flock Hardware at no additional cost to the Customer. Flock reserves the right, in its sole discretion, to repair or replace such Defect, provided that Flock shall conduct inspection or testing within a commercially reasonable time, but no longer than seven (7) business days after Customer gives notice to Flock.

8.2 **Replacements.** In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee according to the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>). In the event that Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that (1) Flock Services will be materially affected, and (2) that Flock shall have no liability to Customer regarding such affected Flock Services, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware.

8.3 **Warranty.** Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock’s reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

8.4 **Disclaimer.** THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS CUSTOMER’S SOLE REMEDY, AND FLOCK’S SOLE LIABILITY, WITH RESPECT TO DEFECTS. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED “AS IS” AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A

PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 11.6.

8.5 **Insurance.** Flock will maintain commercial general liability policies as stated in Exhibit B.

8.6 **Force Majeure.** Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, pandemics (including the spread of variants), issues of national security, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, financial institution crisis, weather conditions or acts of hackers, internet service providers or any other third party acts or omissions.

9. LIMITATION OF LIABILITY; INDEMNITY

9.1 **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK, ITS OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR LOSS OF REVENUE, BUSINESS OR BUSINESS INTERRUPTION; (B) INCOMPLETE, CORRUPT, OR INACCURATE DATA; (C) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (D) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (E) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY CUSTOMER TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF

LIABILITY OF SECTION ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE REFERENCED IN SECTION 10.6.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (I) IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) INDEMNIFICATION OBLIGATIONS.

9.2 Responsibility. Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable for the torts of its own officers, agents, or employees.

9.3 Flock Indemnity. Flock shall indemnify and hold harmless Customer, its agents and employees, from liability of any kind, including claims, costs (including defense) and expenses, on account of: (i) any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Agreement; or (ii) any damage or injury to property or person directly caused by Flock's installation of Flock Hardware, except for where such damage or injury was caused solely by the negligence of the Customer or its agents, officers or employees. Flock's performance of this indemnity obligation shall not exceed the fees paid and/or payable for the services rendered under this Agreement in the preceding twelve (12) months.

10. INSTALLATION SERVICES AND OBLIGATIONS

10.1 Ownership of Hardware. Flock Hardware is owned and shall remain the exclusive property of Flock. Title to any Flock Hardware shall not pass to Customer upon execution of this Agreement, except as otherwise specifically set forth in this Agreement. Except as otherwise expressly stated in this Agreement, Customer is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Customer agrees and understands that in the event Customer is found to engage in any of the foregoing restricted actions, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination for material breach by Customer. Customer shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Customer default on any payment of the Flock Services, Flock may remove Flock Hardware at

Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Customer's default and Flock shall have the right to enforce any other legal remedy or right.

10.2 Deployment Plan. Flock shall advise Customer on the location and positioning of the Flock Hardware for optimal product functionality, as conditions and locations allow. Flock will collaborate with Customer to design the strategic geographic mapping of the location(s) and implementation of Flock Hardware to create a deployment plan ("**Deployment Plan**"). In the event that Flock determines that Flock Hardware will not achieve optimal functionality at a designated location, Flock shall have final discretion to veto a specific location, and will provide alternative options to Customer.

10.3 Changes to Deployment Plan. After installation of Flock Hardware, any subsequent requested changes to the Deployment Plan, including, but not limited to, relocating, re-positioning, adjusting of the mounting, removing foliage, replacement, changes to heights of poles will incur a fee according to the reinstall fee schedule located at (<https://www.flocksafety.com/reinstall-fee-schedule>). Customer will receive prior notice and confirm approval of any such fees.

10.4 Customer Installation Obligations. Customer is responsible for any applicable supplementary cost as described in the Customer Implementation Guide, attached hereto as Exhibit C ("**Customer Obligations**"). Customer represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the designated locations and to make any necessary inspections or maintenance in connection with such installation.

10.5 Flock's Obligations. Installation of any Flock Hardware shall be installed in a professional manner within a commercially reasonable time from the Effective Date of this Agreement. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Flock will continue to monitor the performance of Flock Hardware for the length of the Term. Flock may use a subcontractor or third party to perform certain obligations under this agreement, provided that Flock's use of such subcontractor or third party shall not release Flock from any duty or liability to fulfill Flock's obligations under this Agreement.

11. MISCELLANEOUS

11.1 Compliance With Laws. Parties shall comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s).

11.2 Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

11.3 Assignment. This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

11.4 Entire Agreement. This Agreement, together with the Order Form(s), the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>), and any attached exhibits are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous or contemporaneous negotiations, discussions or agreements, whether written and oral, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Customer's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. Any mutually agreed upon future purchase order is subject to these legal terms and does not alter the rights and obligations under this Agreement, except that future purchase orders may outline additional products, services, quantities and billing terms to be mutually accepted by Parties. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail. Customer agrees that Customer's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.

11.5 Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Parties do not have any authority of any kind to bind each other in any respect whatsoever. Flock shall at all times be and act as an independent contractor to Customer.

11.6 Governing Law; Venue. This Agreement shall be governed by the laws of the state in which the Customer is located. The Parties hereto agree that venue would be proper in the chosen courts of the State of which the Customer is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

11.7 Special Terms. Flock may offer certain special terms which are indicated in the proposal and will become part of this Agreement, upon Customer's prior written consent and the mutual execution by authorized representatives ("**Special Terms**"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

11.8 Publicity. Flock has the right to reference and use Customer's name and trademarks and disclose the nature of the Services in business and development and marketing efforts.

11.9 Feedback. If Customer or Authorized End User provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency or Authorized End User hereby assigns to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

11.10 Export. Customer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

11.11 **Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

11.12 **Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing.

11.13 **Conflict.** In the event there is a conflict between this Agreement and any applicable statement of work, or Customer purchase order, this Agreement controls unless explicitly stated otherwise.

11.14 **Morality.** In the event Customer or its agents become the subject of an indictment, contempt, scandal, crime of moral turpitude or similar event that would negatively impact or tarnish Flock's reputation, Flock shall have the option to terminate this Agreement upon prior written notice to Customer.

11.15 **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt to the address listed on the Order Form (or, if different, below), if sent by certified or registered mail, return receipt requested.

11.16 **Non-Appropriation.** Notwithstanding any other provision of this Agreement, all obligations of the Customer under this Agreement which require the expenditure of funds are conditioned on the availability of funds appropriated for that purpose. Customer shall have the right to terminate this Agreement for non appropriation with thirty (30) days written notice without penalty or other cost.

FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210

ATLANTA, GA 30318

ATTN: LEGAL DEPARTMENT

EMAIL: legal@flocksafety.com

Customer NOTICES ADDRESS:

ADDRESS:

ATTN:

EMAIL:

EXHIBIT B
INSURANCE

Required Coverage. Flock shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services under this Agreement and the results of that work by Flock or its agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A. M. Best rating of no less than “A” and “VII”. Flock shall obtain and, during the term of this Agreement, shall maintain policies of professional liability (errors and omissions), automobile liability, and general liability insurance for insurable amounts of not less than the limits listed herein. The insurance policies shall provide that the policies shall remain in full force during the life of the Agreement. Flock shall procure and shall maintain during the life of this Agreement Worker's Compensation insurance as required by applicable State law for all Flock employees.

Types and Amounts Required. Flock shall maintain, at minimum, the following insurance coverage for the duration of this Agreement:

- (i) **Commercial General Liability** insurance written on an occurrence basis with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury, death, and property damage, including personal injury, contractual liability, independent contractors, broad-form property damage, and product and completed operations coverage;
- (ii) **Umbrella or Excess Liability** insurance written on an occurrence basis with minimum limits of Ten Million Dollars (\$10,000,000) per occurrence and Ten Million Dollars (\$10,000,000) in the aggregate;
- (iii) **Professional Liability/Errors and Omissions** insurance with minimum limits of Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) in the aggregate;
- (iv) **Commercial Automobile Liability** insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury, death, and property coverage, including owned and non-owned and hired automobile coverage; and

(v) **Cyber Liability** insurance written on an occurrence basis with minimum limits of Five Million Dollars (\$5,000,000).

Flock Safety + Sherman PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Ashley Shambo
ashley.shambo@flocksafety.com
972-310-9832

Created Date: 11/10/2023
Expiration Date: 11/03/2023
Quote Number: Q-47798
PO Number:



Budgetary Quote

This document is for informational purposes only. Pricing is subject to change.

Bill To: 2600 W. Travis St. Sherman, Texas 75092

Ship To: 2600 W. Travis St Sherman, Texas 75092

Billing Company Name: Sherman PD
Billing Contact Name: Karen Wolff
Billing Email Address: karenw@cityofsherman.com
Billing Phone: (903) 892-7290

Subscription Term: 60 Months
Payment Terms: Net 30
Retention Period: 30 Days
Billing Frequency: Annual - First Year at Signing.

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$12,500.00
Flock Safety Flock OS			
FlockOS ™	Included	1	Included
Flock Safety LPR Products			
Flock Safety Falcon ®	Included	5	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			

Subtotal Year 1:	\$12,500.00
Annual Recurring Subtotal:	\$12,500.00
Discounts:	\$12,500.00
Estimated Tax:	\$0.00
Contract Total:	\$62,500.00

Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This is not an invoice – this document is a non-binding proposal for informational purposes only. Pricing is subject to change.

Discounts Applied	Amount (USD)
Flock Safety Platform	\$12,500.00
Flock Safety Add-ons	\$0.00
Flock Safety Professional Services	\$0.00

Product and Services Description

Flock Safety Platform Items	Product Description
Flock Safety Falcon ®	An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture vehicular attributes.

One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

FlockOS Features & Description

Package: Essentials

FlockOS Features	Description
Community Cameras (Full Access)	Access to all privately owned Flock devices within your jurisdiction that have been shared with you.
Unlimited Users	Unlimited users for FlockOS
State Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the statewide Flock network.
Nationwide Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the nationwide Flock network.
Direct Share - Surrounding Jurisdiction (Full Access)	Access to all Flock devices owned by law enforcement that have been directly shared with you. Have ability to search by vehicle fingerprint, receive hot list alerts, and view devices on the map.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Flock Insights/Analytics page	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
ESRI Based Map Interface	Flock Safety's maps are powered by ESRI, which offers the ability for 3D visualization, viewing of floor plans, and layering of external GIS data, such as City infrastructure (i.e., public facilities, transit systems, utilities), Boundary mapping (i.e., precincts, county lines, beat maps), and Interior floor plans (i.e., hospitals, corporate campuses, universities)
Real-Time NCIC Alerts on Flock ALPR Cameras	Alert sent when a vehicle entered into the NCIC crime database passes by a Flock camera
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera



City Council Regular Meeting

Agenda Item No. D.2.

Meeting Date: 12/4/2023

Prepared By: Jim Cross, Water Systems Manager

Approved By: Ryan Pittman, City Attorney

Caption:

*** RESOLUTION NO. 7236**

Authorizing the Purchase of Two Trailer Mounted Pumps Used for the Water Treatment Plant through Buy Board

Issue:

Requesting approval to purchase two trailer mounted pumps used as a temporary process waste water discharge system during the construction of the Concentrate Discharge Pump Station.

Background:

The Water Treatment Plant (WTP) generates a waste water stream as the raw water is treated, filtered and converted to potable water. The existing discharge system is not capable of draining the existing flow of waste water and limits treatment capabilities. As part of the Concentrate Discharge Pump Station project, the discharge force main and open ditch channel will complete construction prior to the completion of the pump station. The two trailer mounted pumps will connect to the force main and allow the WTP to begin discharging the waste water early while the pump station construction is completed.

Origination:

Water Treatment Plant

Financial Consideration:

The purchase price \$112,350.00 for the pumps is quoted through Buy Board and funded by the Greater Texoma Utility Authority.

Staff Recommendation:

It is recommended that the City Council approve this purchase.

Alternatives:

None

Attachments:

1. Resolution No. 7236
2. Quote - Sherman Trailer Pump Options

RESOLUTION NO. 7236

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF TWO TRAILER MOUNTED PUMPS THROUGH PIERCE PUMP CO. USED FOR THE WATER TREATMENT PLANT THROUGH BUY BOARD; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed to purchase from Pierce Pump Co, two trailer mounted pumps at a total price One Hundred Twelve Thousand Three Hundred Fifty dollars and Zero cents (\$112,350.00). Any agreements related to the purchase must be approved by the City Attorney.

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, on this the 4th day of December 2023.

CITY OF SHERMAN, TEXAS

ATTEST:

**BY: _____
LINDA ASHBY, CITY CLERK**

**BY: _____
DAVID PLYLER, MAYOR**

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

**BY: _____
RYAN D. PITTMAN, CITY ATTORNEY**

QUOTATION

Pierce Pump Co.
9010 John W Carpenter Frwy.
Dallas, TX 75247
US
214-320-3604



Order Number	
3972788	
Order Date	Page
11/17/2023 12:19:02	1 of 2
Inside Sales: Kyle Lewis	
Email: klewis@piercepumpco.com	
Account Mgr: Kyle Lewis	
Email:	

Quote Expires On: 12/02/2023

Bill To:

CITY OF SHERMAN
220 W MULBERRY STREET
SHERMAN, TX 75090

903-892-7206

Ship To:

SHERMAN WATER TREATMENT PLANT
CITY OF SHERMAN WTP
243 LA CIMA RD
SHERMAN, TX 75090
US

Requested By: Mr. OSCAR CANALES
903-436-4104 oscar@ci.sherman.tx.us

Customer ID: 369775

Terms: Prepay

Requested Date					PO Number					Ship Route		Inside Sales				
11/06/2023 00:00:00					Trailer Pumps							KYLEWIS				
Quantities					Item ID Item Description					Pricing UOM		Unit Price		Extended Price		
Ordered	Allocated	Remaining	UOM Unit Size	Disp.						Unit Size						

Delivery Instructions: BEST WAY FREIGHT ALLOWED

BUY BOARD# 672-22

2.00	0.00	2.00	EA		(001) 66S12-PPI-01-D	EA		56175.00	112,350.00
				1.0	PIONEER 66S12 TRAILER PUMP PACKAGE	1.0			
					6" x 6" Pump, Duetz 2.9L 74hp Diesel Engine, diaphragm-style vacuum prime pump, run dry capability, 75GAL tank, High/Low level floats, trailer mounted with electric brake.				

LEAD TIME 1 WEEK

*****5% DISCOUNT IF 2 ORDERED BEFORE YEAR END*****

Total Lines:1

SUB-TOTAL (freight included): 112,350.00

TAX: 0.00

AMOUNT DUE (freight included): \$112,350.00

The enclosed pricing and or discounts are predicated on receiving an order for the quantities as listed.
Any significant deviation may result in a change in price and or discount.

U.S. Dollars

QUOTATION

Pierce Pump Co.

9010 John W Carpenter Frwy.

Dallas, TX 75247

US

214-320-3604



Order Number	
3972788	
Order Date	Page
11/17/2023 12:19:02	2 of 2
Inside Sales: Kyle Lewis	
Email: klewis@piercepumpco.com	
Account Mgr: Kyle Lewis	
Email:	

Quote Expires On: 12/02/2023

Quantities					Item ID Item Description	Pricing UOM	Unit Price	Extended Price
Ordered	Allocated	Remaining	UOM Unit Size	Disp.		Unit Size		

“Unless otherwise noted, Item prices do not include freight, shipping handling fees and/or duties, any present or future sales, use, excise, value-added or similar taxes. Where applicable, such taxes shall be billed as a separate item and paid by Buyer”

THE QUOTATION CONTAINS CONFIDENTIAL INFORMATION, MAY NOT BE DISCLOSED TO THIRD PARTIES AND IS SUBJECT TO OUR STANDARD TERMS AND CONDITIONS OF SALES, AVAILABLE AT www.fcperformance.com. *PRICES QUOTED ABOVE ARE THOSE IN EFFECT AT THE TIME OF QUOTATION. MANUFACTURER INCREASES AND NON-MARKET COSTS MAY APPLY UNLESS SPECIFICALLY STATED ON THE FACE OF THIS QUOTATION. RETURNED PRODUCT IS SUBJECT TO A RESTOCKING CHARGE.*

All Orders Subject to FCx Terms & Conditions. For further information please visit www.fcperformance.com.

Factory expedites subject to availability and additional charges.



City Council Regular Meeting

Agenda Item No. D.3.

Meeting Date: 12/4/2023

Prepared By: Tom Pruitt, Utility Engineer

Approved By:

Caption:

RESOLUTION NO. 7237

Authorizing Execution of Amendment No. 2 to the Professional Services Agreement with Pape-Dawson Engineers, Inc. for Sherman Water Treatment Plant - Concentrate Discharge and Outfall Design Services

Issue:

To consider an amendment to the contract for professional engineering services with Pape-Dawson Engineers, Inc. for Sherman Water Treatment Plant - Concentrate Discharge and Outfall Design Services

Background:

The original contract was presented and approved by City Council on 12/05/2022. The project scope to prepare plans and specifications suitable for bidding to construct a lift station and force main. This is to discharge the concentrate from the Sherman Water Treatment Plant processes.

The original engineering services fee of \$890,300 was funded through the 2023 GTUA open market funds. Amendment No. 1 in the amount of \$153,480 was for:

- Accelerate design
- Assign survey work to Pape-Dawson Engineers and terminate surveying services with existing surveyors that could not meet schedule
- Additional engineering as required to pick up flows from north pond at the water treatment plant settling ponds and route into the new concentrate lift station
- Relocate outfall discharge point approximately 2,000 feet west of the originally-proposed point.

This Amendment No. 2 is for additional engineering services in the amount of \$233,000 associated with value engineering to reduce construction costs, namely:

- Creation of three bid packages, complete with Plans and Specifications.
 - One package will be the concentrate lift station to be bid and construction administered by the CMAR.
 - The other two packages will be bid and construction administered by the City of Sherman staff and consist of the Discharge Force Main and the Open Channel construction.
- Modifications to the existing pump station for revisions in scope of services to:
 - Electrical system changes
 - Structural system changes
 - Removal of junction boxes in East and West ponds

- Removal of North pond system

Origination:

Engineering

Financial Consideration:

This Amendment No. 2 increases the contract \$233,000 for a total funding of \$1,276,780.00 needed for this contract. This will be funded by GTUA 2023 Bond Funds.

Staff Recommendation:

To prevent possible delays in completing the design, it is recommended that Council approve the services for the aforementioned additional amount to Pape-Dawson Engineers, Inc.

Alternatives:

As may be directed by the City Council

Attachments:

1. Resolution No. 7237
2. Res No 6999 & Signed PSA
3. Amendment No 1 - fully executed
4. COSD-PDE-AMD0002 Amendment No 2 11032023
5. Vicinity Map

RESOLUTION NO. 7237

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT WITH PAPE-DAWSON ENGINEERS, INC. FOR SHERMAN WATER TREATMENT PLANT – CONCENTRATE DISCHARGE AND OUTFALL DESIGN SERVICES; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute Amendment No. 2 to the Professional Services Agreement with Pape-Dawson Engineers, Inc. for Sherman Water Treatment Plant – Concentrate Discharge and Outfall Design Services, 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 4th day of December 2023.

CITY OF SHERMAN, TEXAS

**BY: _____
DAVID PLYLER, MAYOR**

ATTEST:

**BY: _____
LINDA ASHBY, CITY CLERK**

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

**BY: _____
RYAN D. PITTMAN, CITY ATTORNEY**

RESOLUTION NO. 6999

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH PAPE-DAWSON ENGINEERS, INC. FOR SHERMAN WATER TREATMENT PLANT – CONCENTRATE DISCHARGE AND OUTFALL DESIGN SERVICES; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a Professional Services Agreement with Pape-Dawson Engineers, Inc. for Sherman Water Treatment Plant – Concentrate Discharge and Outfall Design Services, 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 5th day of December 2022.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: Linda Ashby
LINDA ASHBY, CITY CLERK

BY: David Plyler
DAVID PLYLER, MAYOR

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

BY: Ryan D. Pittman
NAME: Ryan D. Pittman
CITY ATTORNEY

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

Linda Ashby
CITY CLERK, SHERMAN, TEXAS

ISSUED: 12.13.2022

AGREEMENT
BETWEEN
THE CITY OF SHERMAN, TEXAS AND
PAPE-DAWSON ENGINEERS, INC.
FOR
PROFESSIONAL SERVICES

Made as of the 5th day of December, 2022:

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

and Consultant: **Pape-Dawson Engineers, Inc.**
5810 Tennyson Parkway, Suite 425
Plano, TX 75024
Telephone: (210) 420-8494

for the following Project: **Sherman Water Treatment Plant – Concentrate
Discharge and Outfall Design Services**

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

WHEREAS, City desires to engage Consultant to provide professional program management services for major infrastructure ("Project"); and

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

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

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

ARTICLE 1 CONSULTANT'S SERVICES

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

ARTICLE 2 CITY'S RESPONSIBILITIES

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

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

ARTICLE 3 CONSULTANT'S COMPENSATION

- 3.1 **Compensation for Consultant's Services** - As described in "Article 1, Consultant's Services" of this Agreement, compensation for this Project shall be:
- (a) for the Services, in an amount not to exceed eight hundred and ninety thousand, three hundred and 00/100 dollars (**\$890,300.00**) ("Consultant's Fee") on a Time and Material basis as set forth in **Exhibit B**; and
 - (b) paid in accordance with this Article 3 and the Project Budget Summary as set forth in **Exhibit B**.
- 3.1.1 **Completion of Program Documents** City and Consultant agree that the completion of Program Documents, including hard copy formatting and electronic formatting, shall be completed, submitted to, and accepted by City prior to payment. Completion of the Program Documents shall be included in the Consultant's Fee and considered to be within the Scope of Services defined under this Agreement." The electronic formatting shall be consistent with the standards established in **Exhibit C**, Guidelines for Computer Aided Design and Drafting ("GADD"), which is attached hereto and incorporated herein by reference for all purposes.
- 3.1.2 **Disputes between City and Construction Contractor** - If the Project involves Consultant performing Construction Administration Services relating to an agreement between a Construction Contractor ("Contractor") and City, and on receipt of a written request by City, the Design Consultant shall research previous and existing conditions of the Project, and make a determination whether or not to certify that sufficient cause exists for City to declare Contractor in default of the terms and conditions of the Agreement.

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

- 3.2 **Direct Expenses** - Direct Expenses ("Direct Expenses") are included in Consultant's Fee as described in Article 3.1 of this Agreement and include actual reasonable and necessary expenditures made by Consultant and Consultant's employees and subcontractors in the interest of the Project. All submitted Direct Expenses are to be within the amounts as stated in the Project Engineering Budget Summary set forth in Exhibit 8, and consistent with Exhibit D, Guidelines for Direct Expenses; General and Administrative Markup; Travel and Subsistence Expenses, which is attached hereto and incorporated herein by reference for all purposes. Consultant shall be solely responsible for the auditing and accuracy of all Direct Expenses, including those of its subcontractors, prior to submitting to City for reimbursement. Any over-payment by City for errors in submittals for reimbursement may be deducted from Consultant's subsequent payment for Services; provided, however, that this shall not be City's sole and exclusive remedy for said over-payment.
- 3.3 **Additional Services** - Consultant shall provide the Services as described in the Scope of Services set forth in Exhibit A of this Agreement. If authorized in writing by City, Consultant shall provide additional services, to be compensated as provided in an Amendment to the Contract on a cost not to exceed sum or hourly basis in accordance with this paragraph ("Additional Services") and a mutually agreed estimate of man-hours and expenses. These services may include, but are not limited to:
- 3.3.1 Additional meetings, hearings, work-sessions or other similar presentations which are not provided for or contemplated in the Scope of Services described in Exhibit A.
- 3.3.2 Additional drafts and revisions to the Project which are not provided for or contemplated in the Scope of Services as described in Exhibit A.
- 3.3.3 Additional copies of final reports and construction plans which are not provided for or contemplated in the Scope of Services as described in Exhibit A.
- 3.3.4 Photography, professional massing models which are not provided for or contemplated in the Scope of Services as described in Exhibit A.
- 3.3.5 Compensation for Additional Services authorized by City shall be in addition to Consultant's Fee and shall be based on direct billable labor rates and

expenses.

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

Hourly Billable Rates by Position

Position	Hourly Rate
Administrative Assistant	\$175
Construction Inspector	\$196
CADD Technician	\$165
Data Analyst	\$185
Design Leader	\$371
Document Manager	\$175
Engineer	\$206
Environmental Scientist	\$175
Geospatial Staff	\$185
GIS Analyst	\$216
GIS Manager	\$340
GIS Specialist	\$149
GIS Web Developer	\$216
IT / PMIS Support	\$288
Legal Counsel	\$438
Partnering Facilitator	\$438
Principal In Charge	\$386
Program Controls Manager	\$371
Program Manager	\$386
Project Engineer	\$227
Project Manager	\$288
Scheduler	\$268
Sr. Construction Manager	\$386
Sr. Environmental Manager	\$371
Sr. Project Engineer	\$288
Sr. Project Manager	\$371
Sr. Vice President	\$397
Technical Manager (QA/QC)	\$386
Technical Practice Leader	\$386

- 3.4 **Invoices** - No payment to Consultant shall be made until Consultant tenders an invoice to City. Consultant shall submit monthly invoices for Services rendered, based upon the actual percentage of work complete at the time the invoice is

prepared, or shall submit invoices to City immediately upon completion of each individual task listed in Exhibit B. On all submitted invoices for Services rendered, Consultant shall include appropriate background materials to support the submitted direct charges on said invoice. Upon request, additional background material may include, but is not limited to, invoices for work obtained from other parties, and receipts and/or log information relating to Direct Expenses. All invoices shall provide a summary methodology for administrative markup and/or overhead charges.

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

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

ARTICLE 4 OWNERSHIP OF DOCUMENTS

- 4.1 **Documents Property of City-** The Project is the property of City, and Consultant may not use the documents, plans, data, studies, surveys, drawings, maps, models, reports, photographs and/or any materials for any other purpose not relating to the Project without City's prior written consent. City shall be furnished with such reproductions of the Project, plans, data, documents, maps, and any other information as defined in **Exhibit A**. Upon completion of the work, or any earlier termination of this Agreement under **Article 3** and/or **Article 8** of this Agreement, Consultant will revise plans, data, documents, maps, and any other information as defined in **Exhibit A** to reflect changes while working on the Project through the date of completion of the work, as solely determined by City, or the effective date of any earlier termination of this Agreement under **Article 3** and/or **Article 8** of this Agreement, and promptly furnish the same to City in an acceptable electronic format. All such reproductions shall be the property of City who may use them without Consultant's permission for any purpose relating to the Project, including, but not limited to, completion of the Project, and/or additions, alterations, modifications, and/or revisions to the Project. Any reuse of the documents not relating to the Project shall be at City's own risk.
- 4.2 **Documents Subject to Laws Regarding Public Disclosure** - Consultant acknowledges that City is a governmental entity and that all documents, plans, data, studies, surveys, drawings, maps, models, reports, photographs and/or any items prepared or furnished by Consultant (and Consultant's professional associates and/or sub-consultants) under this Agreement are instruments of service in respect of the Project and property of City. Upon completion of the Project, all of the documents, plans, data, studies, surveys, drawings, maps, models, reports, photographs and/or any items prepared or furnished by Consultant (and Consultant's professional associates and/or sub-consultants) shall thereafter be subject to the Texas Public Information Act (Chapter 552, TEX).

GOV'T CODE, as amended) and any other applicable laws requiring public disclosure of the information contained in said documents.

ARTICLE 5 CONSULTANT'S INSURANCE REQUIREMENTS

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

City at least thirty (30) days prior to cancellation, non-renewal or material modification of any policies, evidenced by return receipt or United States Certified Mail. Consultant shall furnish City with certificates and required endorsement(s) evidencing such coverage prior to commencing work on the Project.

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

ARTICLE 6 CONSULTANT'S ACCOUNTING RECORDS

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

ARTICLE 7 AUDITS AND RECORDS/NENDOR DISCLOSURE

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

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

ARTICLE 8 TERMINATION OF AGREEMENT/REMEDIES

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

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

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

ARTICLE 9 DISPUTE RESOLUTION/MEDIATION

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

ARTICLE 10 INDEMNITY

CONSULTANT SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS CITY AND ITS CITY COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES (COLLECTIVELY REFERRED TO AS "CITY") FOR PURPOSES OF THIS ARTICLE 10) FROM AND AGAINST ALL DAMAGES, INJURIES (WHETHER IN CONTRACT OR IN TORT, INCLUDING PERSONAL INJURY AND DEATH), CLAIMS, PROPERTY

DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS (REGARDLESS OF WHETHER THE ALLEGATIONS ARE FALSE, FRAUDULENT OR GROUNDLESS), SUITS, ACTIONS, JUDGMENTS, LIENS, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEY'S FEES AND EXPENSES INCURRED IN ENFORCING THIS ARTICLE 10), THAT IN WHOLE OR IN PART ARISE OUT OF OR ARE CONNECTED WITH, OR THAT ARE ALLEGED TO HAVE ARISEN OUT OF OR CONNECTED WITH, GOODS AND/OR SERVICES PROVIDED BY CONSULTANT, ITS OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES OR ANY OTHER THIRD PARTIES FOR WHOM CONSULTANT IS LEGALLY RESPONSIBLE (COLLECTIVELY REFERRED TO AS "CONSULTANT" FOR PURPOSES OF THIS ARTICLE 10) PURSUANT TO THIS AGREEMENT AND/OR THE NEGLIGENT, GROSSLY NEGLIGENT AND/OR INTENTIONAL WRONGFUL ACT AND/OR OMISSION OF CONSULTANT IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT, REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OR STRICT LIABILITY OF THE CITY (COLLECTIVELY, "CLAIMS"). THIS INDEMNIFICATION PROVISION AND THE USE OF THE TERM "CLAIMS" IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT IS NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST CITY BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONSULTANT AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH THE CONSULTANT, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE. CONSULTANT IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS; PROVIDED, HOWEVER, THAT IF A COURT OF COMPETENT JURISDICTION SIGNS A JUDGMENT THAT BECOMES FINAL AND NON-APPEALABLE, DETERMINING THAT THE CITY (WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY) HAS JOINT, CONCURRENT

OR SOLE NEGLIGENCE FOR THE CLAIMS IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS ("JUDGMENT"). THEN CONSULTANT IS NOT REQUIRED TO INDEMNIFY OR DEFEND CITY TO THE EXTENT OF THE NEGLIGENCE APPORTIONED TO CITY FOR EACH CAUSE(S) OF ACTION IDENTIFIED IN THE JUDGMENT. IN THE EVENT THE JUDGMENT PROVIDES THAT CITY IS JOINTLY, CONCURRENTLY OR SOLELY NEGLIGENT FOR THE CLAIMS REFERRED TO THEREIN, CITY AGREES TO REIMBURSE CONSULTANT FOR ALL REASONABLE AND NECESSARY COSTS INCURRED AND PAID BY CONSULTANT THAT ARE ATTRIBUTABLE TO CITY'S PERCENTAGE OF JOINT, CONCURRENT OR SOLE NEGLIGENCE, AS SET FORTH IN THE JUDGMENT, INCLUDING REASONABLE AND NECESSARY ATTORNEY'S FEES AND EXPENSES, WITHIN SIXTY (60) DAYS OF THE DATE THE JUDGMENT BECOMES FINAL AND NON-APPEALABLE. IF THIS AGREEMENT IS A CONTRACT FOR ENGINEERING OR ARCHITECTURAL SERVICES, THEN CONSULTANT'S INDEMNITY AND DEFENSE OBLIGATIONS UNDER THIS ARTICLE 10 ARE LIMITED BY, AND TO BE READ AS COMPLYING WITH, SECTION 271.904 OF THE TEXAS LOCAL GOVERNMENT CODE.

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

ARTICLE 11 NOTICES

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

If to City, addressed to:

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

With a copy to:

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

If to Consultant, addressed to:

Cara Tackett, P.E.
Managing Principal, Water Resources
Pape-Dawson Engineers, Inc
5810 Tennyson Parkway, Suite 425
Plano, TX 75024
Telephone: (210) 420-8494
Email: ctackett@pape-dawson.com

ARTICLE 12 MISCELLANEOUS

- 12.1 **Complete Agreement-** This Agreement, including the exhibits hereto labeled "A" through "F," all of which are incorporated herein for all purposes, constitute the entire Agreement by and between the parties regarding the subject matter hereof

and supersedes all prior and/or contemporaneous written and/or oral understandings. This Agreement may not be amended, supplemented, and/or modified except by written agreement duly executed by both parties. The following exhibits are attached below and made a part of this Agreement:

- 12.1.1 **Exhibit A**, Scope of Services.
- 12.1.2 **Exhibit B**, Project Budget Summary.
- 12.1.3 **Exhibit C**, Guidelines for Computer Aided Design and Drafting (GADD).
- 12.1.4 **Exhibit D**, Guidelines for Direct Expenses; General and Administrative Markup; Travel and Subsistence Expenses.
- 12.1.5 **Exhibit E**, Contractor Insurance Guidelines.
- 12.1.6 **Exhibit F**, Conflict of Interest Questionnaire, Form CIQ.

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

- 12.2 **Assignment and Subletting** - Consultant agrees that neither this Agreement nor the work to be performed hereunder will be assigned or sublet without the prior written consent of City. Consultant further agrees that the assignment or subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve Consultant of its full obligations to City as provided by this Agreement. All such approved work performed by assignment or subletting shall be billed through Consultant, and there shall be no third party billing.
- 12.3 **Attorney's Fees** - If either party files any action or brings any proceeding against the other arising from this Agreement, then as between City and Consultant, the prevailing party shall be entitled to recover as an element of its costs of suit, and not as damages, reasonable and necessary attorneys' fees and litigation expenses both at trial and on appeal, subject to the limitations set forth in TEX. Loc. Gov'T CODE § 271.153, as it exists or may be amended, if applicable.
- 12.4 **Successors and Assigns** - City and Consultant, and their respective partners, assigns, successors, subcontractors, executors, officers, agents, employees, representatives and administrators are hereby bound to the terms and conditions of this Agreement.
- 12.5 **Savings/Severability** - In the event of a term, condition, or provision of this Agreement is determined to be invalid, illegal, void, unenforceable, or unlawful by a court of competent jurisdiction, then that term, condition, or provision, shall be

deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been contained in this Agreement.

- 12.6 **Governing Law/Venue** - This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflict of law principles. The exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Grayson County, Texas.
- 12.7 **Execution/Consideration** - This Agreement is executed by the parties hereto without coercion or duress for any substantial consideration, the sufficiency of which is forever confessed.
- 12.8 **Authority** - The individuals executing this Agreement on behalf of the respective parties below represent to each other that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the other party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.
- 12.9 **Waiver** - Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance.
- 12.10 **Headings** - The headings of the various sections of this Agreement are included solely for convenience of reference and are not to be full or accurate descriptions of the content thereof.
- 12.11 **Multiple Counterparts** - This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail and/or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.
- 12.12 **Immunity** - It is expressly understood and agreed that, in the execution and performance of this Agreement, City has not waived, nor shall be deemed to have waived, any immunity, governmental, sovereign and/or official, or defense that is available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth in this Agreement.
- 12.13 **Incorporation of Recitals** - The representations, covenants and recitations set

forth in the foregoing recitals of this Agreement are true and correct and are incorporated into the body of this Agreement and adopted as findings of City and the authorized representative of Consultant.

- 12.14 **Additional Representations** - Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had the opportunity to confer with its counsel.
- 12.15 **Miscellaneous Drafting Provisions** - This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply.
- 12.16 **No Third Party Beneficiaries** Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third party beneficiaries by entering into this Agreement.
- 12.17 **Indemnity** - The parties agree that the Indemnity provision set forth in Article 10 of this Agreement is conspicuous and the parties have read and understood the same.
- 12.18 **Representations** - All representations and covenants made by one party to the other in this Agreement or in any certificate or other instrument delivered by one party to the other under this Agreement shall be considered to have been relied upon by the other party and will survive the satisfaction of any fees under this Agreement, regardless of any investigation made by either party.
- 12.19 **Key Personnel** - The following Consultant staff are identified as key personnel: Program Manager, Technical Manager (QA/QC), Program Controls/Scheduler, Water Treatment Plant (WTP) Expert, Reverse Osmosis (RO) Expert, and Alternative Delivery & Construction Liaison.
- 12.20 **Independent Contractor** - In performing this Agreement, Consultant shall act as an independent contractor with respect to City. In no event shall this Agreement be construed as establishing a partnership, joint venture or similar relationship between the parties and nothing herein shall authorize either party to act as agent for the other. Consultant shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes and benefits with respect to all of Consultant's officers, directors, partners, employees and representatives, who shall not be considered City employees and shall not be eligible for any employee benefit plan offered by City.
- 12.21 **Debarment/Suspension** - City is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under

Executive Order 12549, Debarment and Suspension. City, Consultant and Consultant's subcontractors shall comply with federal and state regulations regarding debarment and suspension. Consultant shall include a statement of compliance with federal and state debarment and suspension regulations in all third-party agreements for work on the Project.

- 12.22 **Restrictions on Lobbying** City and Consultant are prohibited from using funds awarded under the Agreement for lobbying purposes. Consultant shall include a statement of compliance with this provision in applicable procurement solicitations and third-Party agreements for work on the Project.
- 12.23 **Appropriation of Funds** - Funds are not presently budgeted for City's performance under this Agreement beyond the end of City's 2021-2022 fiscal year. City will give Consultant sixty (60) days' notice if funds for City's performance are not budgeted to continue beyond that time. City shall have no liability for payment of any money for services performed after the end of City's 2021-2022 fiscal year unless and until such funds are budgeted.
- 12.24 **Reference to Consultant**- When referring to "Consultant," this Agreement shall refer to and be binding upon Consultant, and its officers, directors, partners, employees, representatives, contractors, subcontractors, licensees, invitees, agents, successors, assignees (as authorized herein), vendors, grantees, trustees, legal representatives and/or any other third parties for whom Consultant is legally responsible.
- 12.25 **Reference to City** When referring to "City," this Agreement shall refer to and be binding upon City, its Council members, officers, agents, representatives, employees and/or any other authorized third parties for whom City is legally responsible.
- 12.26 **Duty to Facilitate Compliance with Public Information Act**-
- (a) The obligations in this provision apply if this Agreement (1) has a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by City; or (2) results in the expenditure of at least \$1 million in public funds for the purchase of goods or services by City in a fiscal year of the Sherman City Council.
 - (b) If this Agreement is described in subsection (a) above, Consultant shall comply with the following obligations, which are set forth in Subchapter J, Chapter 552, Texas Government Code:
 - (1) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to Sherman for the duration of this Agreement;

- (2) promptly provide to Sherman any contracting information related to this Agreement that is in the custody or possession of Consultant on request of Sherman; and
 - (3) on completion of this Agreement, either: (1) provide at no cost to City all contracting information related to the contract that is in the custody or possession of Consultant; or (2) preserve the contracting information related to this Agreement as provided by the records retention requirements applicable to City.
- (c) As used in this provision, the term "contracting information" shall have the same meaning as that term is defined in Section 552.003, Texas Government Code.
- (d) The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Agreement and the Consultant agrees that this Agreement can be terminated if the Consultant knowingly or intentionally fails to comply with a requirement of that subchapter.

[Signature page follows.]

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

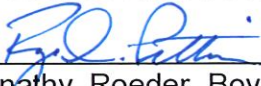
CITY:
City of Sherman, Texas,
a Texas home-rule municipality

CONSULTANT:
Pape-Dawson Engineers, Inc.
a Texas corporation

By: 
Robby Hefton, City Manager

By: 
Cara C. Tackett, P.E,
Managing Principal, Water Resources

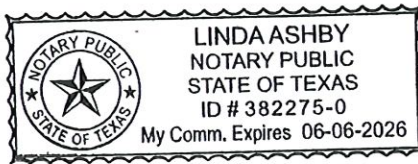
APPROVED AS TO FORM:


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

STATE OF TEXAS §
COUNTY OF GRAYSON §

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED **ROBBY HEFTON**, 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**, A TEXAS HOME-RULE MUNICIPALITY, AND THAT HE EXECUTED SAID INSTRUMENT FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 5th DAY OF December 2022.

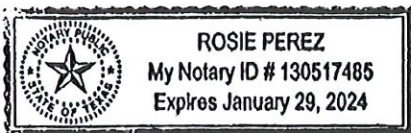


Linda Ashby
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
My commission expires: 6/6/2026

STATE OF TEXAS §
COUNTY OF Bexar §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 29th DAY OF November 2022.



NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
My commission expires: January 29, 2024

Rosie Perez

EXHIBIT A

November 3, 2022

Mr. Tom Pruitt, P.E.
Utility Engineer
City of Sherman
220 W Mulberry Street
Sherman, Texas 75091

Re: Sherman Water Treatment Plant – Concentrate Discharge and Outfall Design Services

Dear Mr. Pruitt:

We are pleased to present this proposal for providing design services in connection with the above referenced project. The scope of work for the design services for the brine discharge outfall at the Water Treatment Plant (WTP) is to install a pump station to convey the effluent from the final settling ponds to the Texas Commission on Environmental Quality (TCEQ) permitted outfall. The WTP is located west of LaCima Road and south of Grayson Drive in the City of Sherman. The proposed pump station would be located at the southern end of the WTP site, at the southeast corner of the existing final settling ponds. The project includes the following design and construction activities:

- Approximately 2,500-feet of force main. The City requires the design to size the force main to service current and future flows. The proposed alignment of the force main is to install the pipe from the pump station, go past the existing final settling ponds, through a private property, go across N. Heritage Parkway (FM 1417), and discharge into the proposed outfall infrastructure and a discharge channel. The discharge channel shall be earthen-lined and erosion protected. Necessary survey, easement acquisitions, and geotechnical studies required for the force main and its discharge channel are included in this scope. It is assumed that a bore will be required to install the force main under FM 1417.
- The design and construction of a proposed, pump station to be located just east of the final settling ponds. The pump station and force main system design includes the capability to convey a future flow of approximately 7.0 million gallons per day (MGD, ultimate) to the discharge outfall infrastructure. The proposed pump station will consist of outfall structures at the final settling ponds, piping to convey the flows to the pump station, a cast-in-place wet well with anti-vortex baffle walls, pumps, an electrical building to house the electrical equipment, a backup generator, a SCADA system, associated grading and drainage improvements, an all-weather access drive, yard lighting poles, and security fencing. The pump station and force main design will be based on the TCEQ Lift Station Design and Construction Guidelines.

Our proposed scope of services and associated fees are as follows:

1.0 PROJECT MANAGEMENT (TASK 501)

This task includes overall management of the project's design and construction, coordination of subconsultants, the City of Sherman (the City) and public agencies and property owners. Project Management services will be provided over an 18-month period to include design, bidding and construction administration.

1.1 PROJECT OVERSIGHT

1. Coordinate regular meetings and project participants as appropriate.
2. Maintain communications with the City throughout the process.

1.2 PROJECT COORDINATION WITH SUBCONSULTANTS

Coordinate subconsultant services in support of the project:

1. Topographic Survey
2. Subsurface Utility Engineering (SUE)
3. Geotechnical Investigation and Reports
4. Pump Station Electrical and Instrumentation Design Consultant
5. Pump Station Structural Design Consultant

2.0 OFF-SITE FORCEMAIN EASEMENT ACQUISITIONS

This task includes overall management of project's easement acquisitions for the off-site force main alignment from the pump station to convey the brine effluent to the discharge infrastructure. The current alignment includes four (4) properties. The task is broken down as follows:

2.1. FIELD SURVEY DEVELOPMENT (TASK 190)

1. Obtain right of entry survey permission from landowners for tracts and support survey in required documentation.
2. Prepare preliminary and final field survey for each property parcel, including field note descriptions, survey exhibits, and aerial photo exhibits for use by the City in easement acquisition and securing rights-of-access.

2.2 EASEMENT DOCUMENTS (TAXABLE)(TASK 109)

This item represents allowance for preparation of field notes, exhibits, and related documents and includes the following:

1. Provide support services to aid in securing four (4) sets of appropriate permanent and temporary construction easements for the off-site water force main and its discharge infrastructure.
2. Included is all appropriate documentation, agent logs and records of communication, and fully executed easement documents.
3. With regards to the crossing at N. Heritage Parkway (FM 1417), provide support and/or engage with Texas Department of Transportation (TxDOT) in obtaining any permit(s) and/or agreements as applicable under the Texas Administrative Code, Title 43, Rule §21.36, "Rights of Utilities".

2.3. RIGHT-OF-WAY (ROW) ACQUISITION SUPPORT (TAXABLE)(TASK 108)

1. Provide support services for ROW acquisition, title research, and certificates for the four (4) tracts for off-site water force main and its discharge infrastructure.
2. Review project scope and prepare Initial Offer Letters (IOL).
3. Research ownership for the subject tracts and prepare run-sheets and Limited Certificate of Title (LCT).
4. ROW acquisition and negotiations process following the Eminent Domain laws in Texas.
5. Complete ROW documentation, agent logs, notes, and fully executed easement documents.

2.4. APPRAISAL SERVICES (TASK 390)

1. Provide opinion of market value for the four (4) tracts for the off-site water force main.

2.5 EASEMENT ACQUISITION LEGAL SUPPORT (TASK 391)

1. Provide negotiation support services.
2. All acquisition support services will adhere to the Uniform Relocation Assistance and Real Property Acquisition Policies Act (the Uniform Act) and the Code of Federal Regulations (CFR) Section 49, Part 24. Each property owner will be provided the Landowners Bill of Rights as prescribed by the Texas Legislature in Texas Government Code Section 402.031 and Chapter 21 of the Texas Property Code.
3. Drafting original documents.

3.0 30% DESIGN PHASE

3.1 30% DESIGN SERVICES (TASK 202)

This task includes evaluation of pump station site location and finalize the off-site force main alignment and its discharge infrastructure. The analysis includes the evaluation of the influent infrastructure, pipes and pump station sizing necessary to convey the estimated flows through the proposed system. The design will be based on ultimate flows to be treated at the WTP.

General Design:

1. Conduct up to two (2) site visits as required to become familiar with the project and surrounding area.
2. Prepare meeting documents and conduct a kick-off meeting with City staff on design of the different components required for this project.
3. Conduct regular meetings City staff. Prepare meeting agenda and summarize action items and pending decisions resulting from the meeting. This scope assumes a total of four (4) virtual meetings.
4. Gather information (e.g. as-built documents, block maps, engineering reports, etc.) for the project. Coordinate with City and other utility providers as needed.

5. Develop schematic layouts and drawings in sufficient detail to finalize the on and off-site force main alignment, the influent and discharge infrastructures, and the pump station site plan.
6. Coordinate with SUE and utility agencies to identify potential conflicts with existing underground utilities.
7. Determine if any existing utility conflicts occur along the proposed force main alignment (both on and off site) and propose alternatives required to avoid these conflicts.
8. Identify permitting agencies and key stakeholders (e.g. City of Sherman, Collin County, TCEQ, TxDOT, and others as appropriate), develop a plan for coordination activities with various stakeholders during the design. This scope assumes one (1) meeting with each of the permitting agencies.
9. Identify permitting requirements and prepare a permit log including all permits required for the project.
10. Coordinate the design with federal, state, and local agencies to abide by all of the latest applicable rules, regulations, ordinances, and codes for development of the design plans and supporting documents.
11. Recommend additional required field investigation to include geotechnical investigation, environmental, archaeological, topographic survey, subsurface utility (SUE), and any other field investigation as needed.
12. Conduct preliminary evaluation of construction methods (open cut, boring, trenchless, etc.) for the force main.
13. Prepare 30% construction plans based on the design tasks above.
14. Prepare 30% Opinion of Probable Construction Costs (OPCC), AACE Level 4.
15. Perform internal quality management prior to submitting the plans to City for review.
16. Update the project schedule.

Pump Station Design:

1. Prepare schematic pump station plans and force main alignment, listing anticipated details, and listing of anticipated specification section headings.
2. Provide draft Electrical, Instrumentation, and SCADA sections of the Engineering Report.
3. Provide electric one line diagram, P&ID, and preliminary site plan.
4. Prepare a preliminary site plan to include grading and drainage design, analysis of TCEQ storm water quality treatment requirements, analysis of how the site will be accessed, utility service connections and routing, and permitting implications. This includes coordination of geotechnical boring locations.
5. Prepare 30% preliminary documents.
6. Prepare 30% OPCC, AACE Level 4 for the pump station infrastructure.

Subconsultants:

1. Provide necessary field survey services and site reconnaissance to develop schematic layouts and drawings in sufficient detail to finalize the on and off-site

force main alignment, the influent and discharge infrastructures, and the pump station site plans.

2. Coordinate with the utility agencies as needed, conduct utility investigation, and locate all the existing underground utilities within the project scope as identified and required to install the pump station and its appurtenances.
3. Coordinate with the geotechnical, structural, electrical, and instrumentation subconsultants to establish the 30% design requirements.

3.2 JURISDICTIONAL WATERS DELINEATION (TASK 233)

This task includes a Section 404 (Clean Water Act) preliminary jurisdictional determination for the proposed project area to confirm the presence or absence of wetlands and/or other "waters of the US" and applicable permitting requirements as related to Section 404 of the Clean Water Act. This determination will be conducted according to the methodology prescribed by the 1987 US Army Corps of Engineer (USACE) Wetland Delineation Manual and applicable Regional Supplement and will include a literature review, as well as a detailed field reconnaissance to gather necessary information for future delineation efforts. A report is to be prepared with a map of areas that would potentially be under the jurisdiction of the USACE according to the most recent guidance, data forms, soils, vegetation, and hydrology analysis. A summary of impacts, if known, to jurisdictional waters as defined in the Federal Wetland Regulations 33 Code of Federal Regulations (CFR) Part 328 and the Clean Water Act as was done prior to the 2015 rule, including the Supreme Court decision in *Rapanos v. United States*, 547 U.S. 715 (EPA & USACE 2008), which requires application of the "significant nexus" standard by the USACE and Environmental Protection Agency joint guidance on jurisdictional determinations is also to be provided.

3.3 ENDANGERED SPECIES ASSESSMENTS (TASK 322)

An endangered species habitat assessment for compliance with the Endangered Species Act will be conducted on the site and reviewed by a USFWS-permitted biologist. Pape-Dawson will also coordinate with the Texas Parks and Wildlife Department to determine if there are any previously recorded federally listed or rare species on the site. A delineation of any habitat for any of the species listed by the US Fish and Wildlife Service as having the potential to occur in the project site county will be included in a summary memo.

**Site Visit is to be conducted at the same time as the WOUS Delineation; if not additional fees could accrue.*

3.4 ARCHAEOLOGICAL PERMIT ACQUISITION (TASK 239)

For projects located on land owned by a public entity or otherwise granted to a political subdivision of the state, compliance with the Antiquities Code of Texas as implemented by the Texas Historical Commission (THC) is required. As the proposed project area is to be granted to City of Sherman and potentially anticipates federal

permitting through the USACE, the following scope of work is intended to provide compliance with the ACT, and Section 106 of the NHPA.

Prior to project construction and initiating fieldwork, Pape-Dawson archaeologists to obtain an Antiquities Permit from the Texas Historical Commission (THC) in compliance with the Antiquities Code of Texas. This permit to include a research design detailing the project approach and proposed archaeological methods. Data gathered from the cultural resources background study to be included in the research design accompanying the permit application. Background study to include a literature and records review to determine if the proposed project area was previously investigated for cultural resources and to identify any cultural resources recorded within a review area not to exceed a 1-kilometer (0.6-mile) radius from the proposed project area. The background study to include data from the Texas Historical Commission (THC) online Historic and Archaeological Sites Atlas to identify previously recorded archaeological sites, National Register of Historic Places-listed properties and districts, State Antiquities Landmarks, Official Texas Historical Markers, Recorded Texas Historic Landmarks, National Park Service Historic Trails, and cemeteries within the review area. In addition, Pape-Dawson cultural resources staff to examine soil, geological, and environmental data, as well as recent and historic-age maps and aerial photographs available online (as applicable).

3.5 CULTURAL/ARCHEOLOGICAL RESOURCES SURVEY (TASK 240)

Should the THC require that Pape-Dawson archaeologists conduct an intensive archaeological survey of the approximately 2,500 linear feet of project area, the results of a cursory review for scoping purposes only suggests that archaeological deposits, if present, would be located near the surface or shallowly buried at depths reachable by shovel test excavations.

A. Survey – Shovel Testing (up to 1 day)

Pape-Dawson archaeologists to perform a pedestrian survey of the project area supplemented by systematic shovel testing. Archaeologists to observe the ground surface along evenly spaced transects and erosional exposures along drainage features for cultural materials, archaeological features, and historic structures. Archaeologists to excavate a maximum of 17 shovel tests. Shovel tests to be approximately 30 centimeters in diameter, and to be excavated to sterile substrate, bedrock, water table, compaction, or to a maximum of 80 centimeters below the ground surface. Excavated shovel tests to follow the Council of Texas Archeologists' 2020 (CTA) survey standards and guidelines; however, shovel testing may be precluded by soil conditions, natural features, or disturbances. Soils to be screened through 1/4" hardware mesh unless otherwise dominated by clay. Clay soils to be finely divided and hand sorted. Shovel tests to be described, mapped using a submeter accurate GPS, and backfilled upon completion with excavated spoil and compacted by hand; no additional compaction or fill to be necessary.

If archaeological sites are found on the property, site boundaries are to be defined to the extent possible within the project area according to appropriate delineation techniques. Surficial and shallowly buried sites require a minimum of nine shovel tests, unless precluded by project limits or extent of landforms per CTA standards. Newly identified and/or revisited sites to be recorded on TexSite forms and filed with the Texas Archeological Research Laboratory (TARL) in accordance with CTA guidelines.

Diagnostic artifacts (for example projectile points or glass bottles) to be collected. A representative sample of non-diagnostic artifacts (for example lithic debitage or window glass shards) observed during the survey to be photographed and documented in the field but are not intended to be collected. At the discretion of the Principal Investigator, non-diagnostic artifacts may be collected during the survey.

Notes:

- i. If additional compliance not outlined above arises subsequent to this proposal, additional services may be necessary.*
- ii. Project area not to exceed approximately 2,500 linear feet in length and a 50-foot wide corridor (2.92 acres total).*
- iii. If proposed project limits change after the initiation of the investigation, additional services may be required.*
- iv. Right-of-entry to be obtained prior to field investigation.*
- v. Assumes one continuous field mobilization with unfettered project area access. If more than one field mobilization is required due to denial of right-of-entry, additional services may be required.*
- vi. Field costs are based on estimated maximum total of one (1) business day of survey for a crew of two; if additional investigation is required, additional services may be necessary.*
- vii. Assumes a 10-hour day for field investigations.*
- viii. Archival research may be necessary if historic archaeological sites and/or historic-age resources are located within the project area. Archival research to be negotiated under a separate scope and fee.*
- ix. Assumes one (1) archaeological site to be recorded or revisited that does not exceed 0.75 acre in size. If more than one (1) site or a site greater than 0.75 acre in area is encountered, additional services may be necessary.*
- x. Assumes that none of the project area has been previously inventoried in compliance with current CTA standards.*
- xi. A maximum of two (2) archaeological features to be observed and documented in the field. If more than two (2) archaeological features are encountered, additional services may be necessary.*
- xii. Feature documentation to consist of standard excavation and documentation techniques (GPS mapping, photography, measurements, and description). If features are determined to be potentially significant, additional*

documentation (TDS, LiDAR, and/or 3D modeling) may be required and additional services may be necessary.

- xiii. If a potentially significant archaeological site is located during survey that cannot be preserved and buffered, any required archaeological testing and/or data recovery (hand-excavated units and/or column samples) would be covered under an additional services request.*
- xiv. Human burials or other physical manifestations of graves are NOT likely to be encountered during the field work. If found, additional regulatory requirements and fees may apply if the area cannot be avoided and buffered.*
- xv. No special analyses (e.g. flotation, macrobotanical analysis, and radiocarbon dating) to be conducted as part of this work. If artifacts encountered that require special analyses, additional services may be necessary.*

B. Report

Following the completion of fieldwork and analysis, Pape-Dawson to produce a report per the CTA guidelines. This field data, along with soils and geology for the project area, and background literature review to be included in the report. The report to also detail the methods and results of the field efforts and include maps showing the location of recorded archaeological site and/or historic-age structure(s). In addition, the report to include eligibility assessments of significance if archaeological sites are present within the project area. Pape-Dawson to produce the required number of reports and distribute them to the appropriate regulatory agency(s) for review and approval. One round of agency comments to be addressed, if necessary.

C. Artifact Analysis and Curation

Collected artifacts to be washed in water and air-dried on drying racks or dry-brushed prior to analysis. Archaeologists to review and categorize the artifacts according to class and material type and include results in the report. Analysis costs are estimates only; actual costs vary according to the number of artifacts recovered and the amount of paperwork generated. Select collected materials and field-generated paperwork to be prepared in accordance with THC requirements for State Held-in-Trust collections and submitted to the Center for Archeological Research at the University of Texas at San Antonio upon acceptance of the final report pursuant to requirements in the permit.

Notes:

- i. A maximum of 10 artifacts to be collected for laboratory analysis. If more than 10 artifacts are collected, additional services may be necessary.*
- ii. A maximum of 30 artifacts to be observed and documented in the field without collection. If more than 30 artifacts are encountered, additional services may be necessary.*

3.6 DIRECT EXPENSES (REIMBURSABLES) (TASK 503)

Reimbursable expenses include GPS unit, digital camera, field vehicle, materials/reproduction, and TARL site form fee(s).

3.7 PUMP STATION AND FORCE MAIN DESIGN REPORT (TASK 901)

1. A pump station and force main design report to be prepared in general conformance with TCEQ Chapter 290 pump station design guidelines.
2. Prepare and provide preliminary calculations for pump station and force main sizing including pump requirements, design head, sizing, flow determination, force main velocities, surge pressures, storage requirements buoyancy calculations, detention and cycle times, flush times, pump station and force main alignment maps, pump cut sheets, and system vs. pump curves.
3. Prepare and provide preliminary design documents and necessary calculations for sizing the influent infrastructure at the final settling ponds to convey flows to the pump station.
4. Prepare and provide preliminary design documents and necessary calculations for sizing the outfall infrastructure at the force main discharge location.
5. Incorporate City comments from 30% design review.

3.8 PERMITTING (TASK 390)

1. Prepare and submit Collin County Right-of-Way permit for the crossing.
2. Prepare engineering report for submittal with construction drawings for review and approval.
3. Provide regular communications and teleconference as appropriate during permitting process.

3.9 SUPPLEMENTAL SERVICES

Pre-Construction Notice (Task 290)

Pape-Dawson proposes to prepare a Pre-construction Notice Application submittal package, if needed, in accordance with the USACE Ft. Worth District permits released March 19, 2017 and all necessary supporting material as per "Part IV: Attachments" of the referenced forms. This scope of work assumes impacts will be under 0.5 acres, under 300 linear feet of stream, and no mitigation required.

Note: If impacts are over 0.5 acres, over 300 linear feet, or if mitigation is required, additional coordination with the USACE and additional services will be required along with mitigation fees.

4.0 CONSTRUCTION DOCUMENTS DESIGN PHASE

4.1 90% DESIGN SERVICES

This task will not begin until the City has accepted the proposed 30% construction plans developed in Task 3.

General Design:

1. Develop final 90% construction drawings for the proposed Brine discharge infrastructure per City requirements including:
 - a) General Notes, quantities, existing and proposed easements, project control map, contractor access and staging plan, abandonment plan (if any), Plan and profile drawings, boring plans and details, preliminary tree permit and tree protection, standard details, and any project specific details.
2. Prepare 90% OPCC for the project.

Pump Station and Force Main Design:

1. Prepare 90% construction plans including includes coversheet, general notes, overall alignment, influent infrastructure, pump station site, paving, dimensional control, utility, grading and drainage plans, force main plans and profiles, discharge outfall structure, and construction details. Specifications include coversheet, index, and specifications.
2. Prepare 90% OPCC.
3. Provide the mechanical, electrical, instrumentation, and SCADA sections of the Engineering Report.
4. Prepare documents for City and TCEQ submittals.

Subconsultants:

1. Coordinate with the surveyors, SUE, and geotech subs for any additional information required during this design phase. Coordinate 90% design input from the structural, electrical, and instrumentation subconsultants.

4.2 100% DESIGN SERVICES (TASK 202)

This task assumes that the influent structure, pump station, force main and the outfall structure will be constructed under one construction contract. This task will commence after receiving the City's and TCEQ's comments from the submitted 90% construction documents. This task includes services to address one round of comments received from TCEQ and the City from the 90% submittal.

1. Develop final 100% construction drawings for the proposed Brine discharge infrastructure per City requirements.
2. Incorporate the 90% design review comments by the City and TCEQ, if any.
3. Coordinate 100% design input from geotech, structural, electrical, and instrumentation subconsultants.
4. Prepare final 100% OPCC for the project.

4.3 BIDDING AND AWARD PHASE SERVICES (TASK 401)

This task anticipates a public bidding process for one (1) construction package procured through the City.

1. Bidding Services

- a) Prepare bid documents for advertisement and bidding by City.
- b) Coordinate with City on advertisement of project.

- c) Attend and participate in pre-bid conference with City.
- d) Prepare addenda, bid clarification responses as appropriate for distribution to bidders. Prepare revisions to plans, details, and/or specifications as appropriate.
- e) Attend bid opening.

2. Award Services

- a) Prepare an evaluation of bid proposals and develop recommendations for award, as appropriate.

5.0 CONSTRUCTION PHASE SERVICES (TASK 301)

This task anticipates a single, construction contract for the project. It is anticipated that construction will require approximately 12 months.

5.1 Pre-Construction Coordination

- a) Coordinate Pre-Construction Conference for construction project. Provide written summaries and directives as appropriate.
- b) Coordinate with the contractor for a one-time placement of a maximum of ten (10) project control points providing horizontal and vertical control for development of cut sheets and construction staking by the contractor to be used for the construction of the proposed force main.
- c) Provide contractors with a project control and information drawing with project coordinates, control points and benchmark elevations, in hard copy and electronic (AutoCAD) formats.

5.2 Construction Observation Services

General Civil:

- a) Make twelve (12) site visits during the construction period to review progress and construction procedures. Prepare and distribute a construction observation report for the site visits.
- b) Review contractor submittals; provide comments and/or acknowledgements as appropriate.
- c) Review contractor's shop drawings, requests for information, change order requests, and construction staking information and calculations.
- d) Attend bi-weekly meetings for the project with contractors, and City representatives. Prepare written summaries of meetings and distribute to attendees.
- e) Review contractors' applications for payment with accompanying data and updated schedule adjustments, and recommend amounts for payment, and amounts of retainage. Forward updated construction schedules and payment applications to City for processing and payment.
- f) Attend substantial completion walkthrough and prepare punchlist for contractor.

Subconsultants:

- a) Make six (6) visits during the construction period to site to review progress and construction procedures. Prepare and distribute a construction observation report for the site visits.
- b) Review contractor submittals; provide comments and/or acknowledgements as appropriate.
- c) Review contractor's shop drawings, requests for information, change order requests, and requests for information and calculations.
- d) Attend substantial completion walkthrough and prepare punchlist for contractor.
- e) Provide 1 day of on-site commissioning support during startup and testing. Provide guidance as needed. Programming to be done by City. Adjustment /installation of equipment, testing and start-up services to be provided by Contractor.

5.3 Record Drawing Services

- a) Review interim and final record drawing information prepared by Contractor. Provide comments to Contractor as appropriate for correction and resubmittal. This is limited to one (1) round of review and comments for final record drawings.
- b) Prepare record drawings in City-approved format of completed improvements, based on information provided by Contractor, and submit to City in Mylar and AutoCAD electronic format.

SUBCONSULTANTS

A. Electrical Subconsultant	(Scope by Gupta Associates Inc.; attached)
B. Structural Subconsultant	(Scope by JQ Infrastructure; attached)
C. Geotechnical Subconsultant	(Scope by D&S Engineering; attached)
D. Subsurface Utility Consultant	(Scope by The Rios Group; attached)
E. Surveying Subconsultant	(Scope by Bowman; attached)

THIS PROPOSAL ASSUMES AND/OR EXCLUDES THE FOLLOWING:

- ◆ Agency review fees, impact fees, and platting fees are not included herein.
- ◆ Construction staking is not included herein, unless otherwise stated. A fee for said services may be provided, if requested, once the entire construction staking scope is known.
- ◆ Additional services required by the City which may arise, and are not outlined above, to be compensated for on an hourly basis or negotiated to a lump sum fee.
- ◆ Changes made to the force main alignment after design has begun will constitute a change of scope and additional fees will be required.

Mr. Tom Pruitt, P.E.
City of Sherman - Concentrate Discharge and Outfall Design Services
November 14, 2022
Page 13 of 13

We appreciate the opportunity to work with you on this project.

Sincerely,
Pape-Dawson Engineers, Inc.

CITY OF SHERMAN

Matt Garcia
Vice-President

Signature: _____
Name: _____
Title: _____
Date: _____

Cara C. Tackett, P.E.
Managing Principal, Water Resources

W:\projects\703\68\01\Contracts\Brine Discharge Design\Revised Nov 14\Exhibit A - Sherman concentrate discharge and outfall design services - Scope of Workrev111422.docx

EXHIBIT B



Project Name:

Concentrate Discharge and
Outfall Design Services

Date of Estimate:

10/21/2022

Date (revised):

11/11/2022

Estimator's Initials:

SSG/KSK

		Design Fees	Construction Services
Task 1.0	Project Management	\$ 44,000.00	
Task 2.0	Off-Site Force main Easement Acquisitions	\$ 68,000.00	
Task 3.0	30% Design Phase	\$ 165,000.00	
Task 4.0	Construction Documents Design Phase	\$ 175,000.00	
Task 5.0	Construction Phase		\$ 175,000.00
	Subtotal- Pape-Dawson Engineers	\$ 452,000.00	\$ 175,000.00
Sub-Consultants			
	Survey (Bowman)	\$ 11,600.00	
	Electrical and I&C (Gupta & Associates, Inc)	\$ 90,800.00	\$ 32,500.00
	Geotechnical (D&S Engineering Labs)	\$ 8,000.00	
	Structural (JQ Infrastructure)	\$ 80,600.00	\$ 21,100.00
	SUE (The Rios Group)	\$ 18,700.00	
	Subtotal- Subconsultants	\$ 209,700.00	\$ 53,600.00
	Estimated Project Fees =	\$ 661,700.00	\$ 228,600.00
Total Estimated Design + Construction Services Fees =		\$ 890,300.00	

EXHIBIT F

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ**

For vendor doing business with local governmental entity

OFFICE USE ONLY

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

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

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

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

Date Received

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

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

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

N/A

Name of Officer

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

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

☐

Yes

☐

No

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?

☐

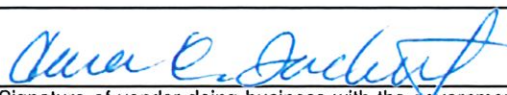
Yes

☐

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

11/03/2022

Date

RESOLUTION NO. 7067

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH PAPE-DAWSON ENGINEERS, INC. FOR SHERMAN WATER TREATMENT PLANT – CONCENTRATE DISCHARGE AND OUTFALL DESIGN SERVICES; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute Amendment No. 1 to the Professional Services Agreement with Pape-Dawson Engineers, Inc. for Sherman Water Treatment Plant – Concentrate Discharge and Outfall Design Services, in accordance with all contract documents attached hereto and made a part hereof for all purposes.

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the 1st day of May 2023.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: Linda Ashby
LINDA ASHBY, CITY CLERK

BY: DAVID PLYLER
DAVID PLYLER, MAYOR

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

BY: Ryan D. Pittman
RYAN D. PITTMAN, CITY ATTORNEY

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

Linda Ashby
CITY CLERK, SHERMAN, TEXAS

ISSUED: 6.16.2023

AMENDMENT NO. 1

TO THE PROFESSIONAL SERVICES AGREEMENT FOR ENGINEERING DESIGN SERVICES BETWEEN
THE CITY OF SHERMAN (OWNER) AND PAPE-DAWSON ENGINEERS, INC. (ENGINEER)
FOR THE CONCENTRATE DISCHARGE AND OUTFALL DESIGN SERVICES

Dated December 8, 2022 ("Original Agreement")

This Amendment No. 1 serves to increase the original contract fees under the Original Agreement based on the following additional work to the project scope as detailed in the attached Exhibit A1: "Amendment 1 - Scope of Services."

The contract amount under the Original Agreement shall be increased by a fee not to exceed \$153,480 as presented in the attached Exhibit B1: "Amendment 1 – Project Design Budget Summary."

I. Basic Services

Scope Item	Fee
1.0 Preliminary Design (30%)	\$ 66,200
2.0 Construction Documents (90% and 100%)	\$ 69,000
3.0 Additional PD Surveying Services	\$ 18,280
Total Design Services Amendment No. 1:	\$ 153,480

TOTAL AMENDMENT NO. 1 NOT TO EXCEED (TIME AND MATERIAL)	\$ 153,480
--	-------------------

The Design Services contract completion date shall be extended to June 30th, 2023.

[Rest of page left intentionally blank]

This Amendment No. 1 shall be effective on the date it is executed by the last party to execute it. The OWNER and ENGINEER hereby agree to amend the Proposed Fees section of this Original Agreement to read as follows:

Basic Services	Fee
Concentrate Discharge and Outfall Design Services	\$661,700.00
Amendment No. 1 Design Services	\$135,200.00
Amendment No. 1 Additional PD Surveying Services	\$18,280.00
Total Basic Services	\$815,180.00

Support Services	
Subconsultant Services	\$228,600.00
Total Support Services	\$228,600.00

Total Not to Exceed (T&M)	\$1,043,780.00
--------------------------------------	-----------------------

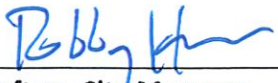
The parties hereby ratify and confirm all of the terms, provisions, covenants and conditions of the Original Agreement and acknowledge and agree that the Original Agreement remains in full force and effect, except as amended in this Amendment No. 1. To the extent that any provision contained herein conflicts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

[Rest of page left intentionally blank]

EXECUTED in three (3) counterparts (each of which is an original) on behalf of ENGINEER shown below, and on behalf of the OWNER by its City Manager (thereunto duly authorized) this 12 day of May, 2023.

OWNER:
CITY OF SHERMAN, TEXAS

ENGINEER:
PAPE-DAWSON CONSULTING ENGINEERS, LLC



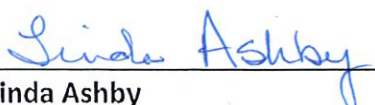
Robby Hefton, City Manager



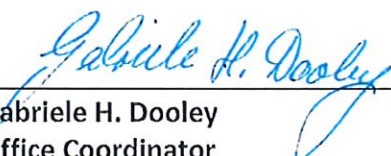
Cara C. Tackett, P.E.
Managing Principal, Water Resources

ATTEST:

ATTEST:

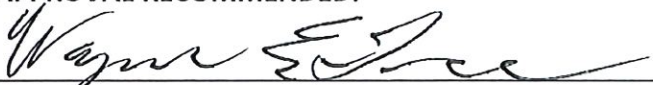


Linda Ashby
City Clerk



Gabriele H. Dooley
Office Coordinator

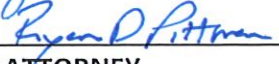
APPROVAL RECOMMENDED:



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

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

BY: 

NAME: 

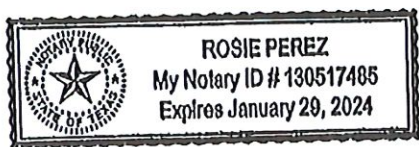
CITY ATTORNEY

CORPORATE ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF BEXAR §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Cara C. Tackett of Pape-Dawson Consulting Engineers, LLC known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Pape-Dawson Consulting Engineers, LLC, a Texas limited liability company, that (s)he was duly authorized to perform the same by appropriate resolution of the board of directors of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 18th day of April, A.D. 2023.



Rosie Perez

Notary Public in and For Bexar County, Texas

My Commission Expires:

January 29, 2024

EXHIBIT A1
AMENDMENT NO. 1 - SCOPE OF SERVICES

PROJECT DESCRIPTION

The City has selected Pape-Dawson Consulting Engineers, LLC (PD) to provide engineering consulting services for planning, design and construction administration associated with the concentrate discharge system within the water treatment plant in the City. 30% design documents were submitted to the City on schedule in January 2023. PD is currently working on the 90% construction documents design phase. This amendment to the scope of services includes the following tasks specifically associated with the concentrate discharge system:

- One of the City's comments on the 30% design submittal was to include flows from the north pond to the new pump station
- Additional design service included research and study of the existing as-built drawings and other information related to the north pond, its existing discharge structure, and its drain piping.
- Modifications to the design calculations of flows to the proposed weir structure from the three ponds.
- Modifications to the force main design and its plan/profile drawings per the revised location of its outlet structure into the proposed discharge channel.
- Additional design service also included increased length (additional 2,000LF) of the discharge channel, per TCEQ draft discharge permit.
- Design a culvert to provide access across an existing driveway within a private property to due to the extended discharge channel through that property.
- Additional coordination with the City and the additional number of affected property owners for ROEs.
- Increase in scope of support Services (Survey, Geotech, Subsurface Utility Engineering).

I. ASSUMPTIONS

- A. Size all the proposed modifications at the existing discharge structures and drainage piping from each of the three ponds to be 5MGD flows.
- B. Size all the components of the concentrate discharge system downstream of the chamber where the three drainage pipes meet for 10MGD flows. These system components include the weir that regulates the flows from the three ponds, the wet well, pumps, discharge header piping, force main, discharge outlet structure, and discharge channel will be sized to handle 10MGD flows.
- C. This amendment is for the design phase services of the concentrate discharge system.
- D. The work performed for this project:

EXHIBIT A1
AMENDMENT NO. 1 - SCOPE OF SERVICES

II. TASK SUMMARY, BASIC SERVICES

A. TASK A: PRELIMINARY DESIGN (30%)

- a. Perform the preliminary design for the following facilities:
 - i. Preliminary design of the alignment plan and profile of the drainpipe from the north pond to the weir structure at the pump station.
 - ii. Required modifications to the existing discharge structure of the north pond to accommodate the increased size of the drainpipe.
 - iii. Revise the force main design due to the increase in length and change in its discharge outlet structure location.
 - iv. Revise the discharge channel design due to change in location of the force main's discharge outlet structure and increase in the channel length by approximately 2,000LF.
 - v. Provide preliminary culvert design across the proposed discharge channel at the existing access road within White's property.
- b. Research and study of the existing as-built drawings and other information related to the north pond, its existing discharge structure, and its drain piping.
- c. Additional survey and SUE investigations at the north pond locations to determine any existing conflicts.
- d. Design calculations to determine size of the drainpipe to convey 5MGD flows to the pump station with least head loss and minimal operational challenge of the weir control to regulate flows from the three ponds
- e. Coordination with Garver to establish the alignment of the drainpipe from the north pond to the proposed pump station site, to avoid conflicts with their proposed piping and splitter box designs for the plant expansion project.

Deliverables: Revised Preliminary Engineering Report during 90% submission

B. TASK B: CONSTRUCTION DOCUMENTS (90% AND 100%)

- a. Based on the Preliminary Design the Engineer shall prepare for approval by the City Drawings and Specifications that set forth in detail the requirements for the construction of the Project and comply with applicable laws, statutes, ordinances, codes, and regulations.
- b. Contract Documents: The Engineer shall assist the City in preparation of necessary bidding information, bidding forms, the conditions of the contract, and the form of agreement between the City and general contractor. Engineer will use the City's "front-end" documents for the Project. Engineer will use the Engineer's technical specifications.

EXHIBIT A1
AMENDMENT NO. 1 - SCOPE OF SERVICES

- c. Opinion of Probable Construction Cost: The Engineer shall develop opinion of probable construction costs (OPCC) at the 90-percent phases.
- d. Submit plans, specifications, and contract documents to the applicable federal and state agency(s) for approval, where required.
- e. Coordinate with utility companies and furnish such information necessary to utility companies whose facilities may be affected, or services may be required for the Project.

Deliverables: 90% and 100% (Issued for Construction/IFC) documents, Engineer review comments on CMAR cost estimates, meeting minutes, decision logs.

III. TASK SUMMARY, SUPPORT SERVICES

C. TASK C: SURVEY

Pape Dawson was compelled to terminate the survey task contract with Bowman, as they were unresponsive, missed meetings and deadlines, and did not provide any project related deliverables. Their original budget for the work was \$10,500/-, but they provided a change order of \$13,850/- as soon as they were requested to proceed with their survey work. If that change order was accepted, then their total budget would have been \$24,350/-. Pape-Dawson's survey team was engaged who provided a "not to exceed" budget of \$29,880/-, to include survey work at the north pond location, revised and increased force main and the extended discharge channel.

For the survey tasks, we are proposing to add the following survey categories to the Rate Table:

2-man Crew	\$	224
3-man crew	\$	287
Survey Manager	\$	252
Project Surveyor	\$	202
Survey Tech	\$	145
Field Coordinator	\$	145

EXHIBIT B1
AMENDMENT NO. 1 - PROJECT DESIGN BUDGET SUMMARY

II. Basic Services

	Scope Item	Fee (Lump Sum)
A	Preliminary Design (30%)	\$66,200
B	Construction Documents (90% and 100%)	\$69,000
C	Additional PD Survey Services	\$18,280
Total Basic Services Amendment No. 1:		\$153,480
TOTAL AMENDMENT NO. 1 NOT TO EXCEED (T&M)		\$153,480

AMENDMENT NO. 2

TO THE PROFESSIONAL SERVICES AGREEMENT FOR ENGINEERING DESIGN SERVICES BETWEEN
THE CITY OF SHERMAN (OWNER) AND PAPE-DAWSON ENGINEERS, INC. (ENGINEER)
FOR THE CONCENTRATE DISCHARGE AND OUTFALL DESIGN SERVICES

Dated December 8, 2022 ("Original Agreement")

This Amendment No. 2 serves to increase the original contract fees under the Original Agreement based on the following **additional** work to the project scope as detailed in the attached Exhibit A1: "Amendment 2 - Scope of Services."

The contract amount under the Original Agreement shall be increased by a fee not to exceed \$191,000 as presented in the attached Exhibit B1: "Amendment 2 – Project Design Budget Summary."

I. Basic Design Services

Scope Item	Fee
1.0 Project Management	\$ 27,000
2.0 Construction Documents Design Phase (90% and 100%)	\$ 75,000
Total Basic Design Services Amendment No. 2:	\$ 102,000

II. Sub-Consultant Services

Scope Item	Fee
1.0 Surveying	\$ 61,000
2.0 Electrical and I&C	\$ 29,000
3.0 Geotechnical	\$ 5,000
4.0 Structural	\$ 22,000
5.0 Subsurface Utilities Engineering	\$ 7,000
6.0 Easement Acquisitions	\$ 7,000
Total Sub-Consultant Services Amendment No. 2:	\$ 131,000

TOTAL AMENDMENT NO. 2 NOT TO EXCEED (TIME AND MATERIAL) \$ 233,000

The Design Services contract completion date shall be extended to January 31st, 2024.
[Rest of page left intentionally blank]

This Amendment No. 2 shall be effective on the date it is executed by the last party to execute it. The OWNER and ENGINEER hereby agree to amend the Proposed Fees section of this Original Agreement to read as follows:

Basic Design Services	Fee
Concentrate Discharge and Outfall Design Services	\$661,700.00
Amendment No. 1 Design Services	\$135,200.00
Amendment No. 1 Additional PD Surveying Services	\$18,280.00
Amendment No. 2 Design Services	\$102,000.00
Amendment No. 2 Subconsultant Services	\$131,000.00
Total Basic Services	\$1,048,180.00
Construction Services	
Construction Services	\$228,600.00
Total Construction Services	\$228,600.00

Total Not to Exceed (T&M)	\$1,276,780.00
--------------------------------------	-----------------------

The parties hereby ratify and confirm all the terms, provisions, covenants, and conditions of the Original Agreement and acknowledge and agree that the Original Agreement remains in full force and effect, except as amended in this Amendment No. 2. To the extent that any provision contained herein conflicts with the Original Agreement, the provision contained herein shall supersede such conflicting provision contained in the Original Agreement and Amendment No. 1. This Amendment No. 2, the Original Agreement and Amendment No.1 contain the entire agreement of the parties with respect to the matters contained herein. This Amendment No. 2 may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the Parties hereto.

[Rest of page left intentionally blank]

EXECUTED in three (3) counterparts (each of which is an original) on behalf of ENGINEER shown below, and on behalf of the OWNER by its City Manager (thereunto duly authorized) this _____ day of _____, 2023.

OWNER:
CITY OF SHERMAN, TEXAS

ENGINEER:
PAPE-DAWSON CONSULTING ENGINEERS, LLC

Robby Hefton, City Manager

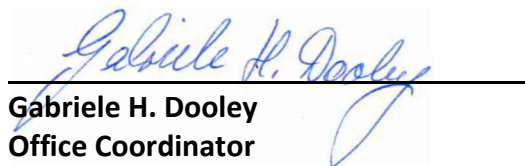


Cara C. Tackett, P.E.
Managing Principal, Water Resources

ATTEST:

ATTEST:

Linda Ashby
City Clerk



Gabriele H. Dooley
Office Coordinator

APPROVAL RECOMMENDED:

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

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

BY: _____

NAME: _____
CITY ATTORNEY

CORPORATE ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF _____§

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared _____ of Pape-Dawson Consulting Engineers, LLC known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Pape-Dawson Consulting Engineers, LLC, a corporation, that (s)he was duly authorized to perform the same by appropriate resolution of the board of directors of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, A.D. 2023.

Notary Public In and For _____ County, Texas

My Commission Expires:

EXHIBIT A1
AMENDMENT NO. 2 - SCOPE OF SERVICES

PROJECT DESCRIPTION

The City has selected Pape-Dawson Consulting Engineers, LLC (PD) to provide engineering consulting services for planning, design and construction administration associated with the concentrate discharge system within the water treatment plant in the City.

Just prior to the 100% documents submittal, City requested PD to add a splitter box design in our scope. This splitter box would receive all the filter and RO backwash flows from the WTP and distribute it to the North, East and West ponds. Since the splitter box design involved research and study of the existing as-built drawings and other information related to the piping from the various filters and RO, PD requested additional time. The splitter box design would not hinder the pump station design or its construction.

The 100% design documents were submitted to the City on schedule in June 2023. Based on these documents, Garney provided a GMP that far exceeded PD's OPCC and the City's allotted budget for this project. This resulted in a value engineering process, that resulted in eliminating a few components from the design along with redesign of the pump station. This VE process also resulted in removing the installation of the force main and the discharge channel from Garney's scope, and the City bidding these two components as two separate bid packages.

PD separated the discharge channel and force main design documents from the overall scope in to two individual bid packages and submitted them to the City for Bidding. PD is currently working on the 100% design documents of the revised pump station.

This amendment to the scope of services includes the following tasks:

Task 2A: Removal of components, Redesign of Pump Station due to Value Engineering

- Removal of design components and updating design documents to eliminate flows from the north pond to the new pump station. Provision to add the North Pond flows in the future if the City deems it necessary.
- Modifications to the designed east and west pond drain piping, to eliminate need of junction boxes.
- Modifications to the design documents to eliminate the electrical building and re-locating the electrical components to be pad mounted close to the wet well.
- Modifications to the pump station design to reduce the footprint of the wet well.
- Modifications to the pumps discharge header design and the flow meter piping.
- Increase in scope of support Services (Electrical and Structural).

EXHIBIT A1
AMENDMENT NO. 2 - SCOPE OF SERVICES

Task 2B: Bid Package #1 (Discharge Channel) and Bid Package #2 (Force Main)

- Modifications to the design documents to separate the discharge channel as a standalone project.
- Create a separate Bid package #1 for the discharge channel complete with its drawings set, technical specs, and OPCC.
- Modifications to the design documents to separate the force main as a standalone project.
- Modifications to the force main alignment to incorporate the property owners request for minimal disturbance.
- Additional coordination with the City and the affected property owner for easements.
- Increase in scope of support Services (Survey and Environmental Studies) due to the change in alignment, and easement acquisition/negotiations process.
- Create a separate Bid package #2 for the force main complete with its drawings set, technical specs, and OPCC.
- Additional easements and adjustments with the affected property owners, title surveys, and descriptions.

Task 2C: Splitter Box

- Additional design service included research and study of the existing as-built drawings and other information related to all the filter backwash flows generated at various locations of the WTP.
- Increase in scope of support Services (Survey, Geotech, Subsurface Utility Engineering).

ASSUMPTIONS

- A.** This amendment is for the design phase services of the concentrate discharge system.

EXHIBIT B1
AMENDMENT NO. 2 - PROJECT DESIGN BUDGET SUMMARY

I. Basic Services

	Scope Item	Fee (Lump Sum)
1.0	Project Management	\$ 27,000
2.0	Construction Documents Design Phase (90% and 100%)	\$ 75,000
Total Basic Design Services Amendment No. 2:		\$ 102,000

II. Sub-Consultant Services		
1.0	Surveying	\$ 61,000
2.0	Electrical and I&C	\$ 29,000
3.0	Geotechnical	\$ 5,000
4.0	Structural	\$ 22,000
5.0	Subsurface Utilities Engineering	\$ 7,000
6.0	Easement Acquisitions	\$ 7,000
Total Sub-Consultant Services Amendment No. 2:		\$ 131,000

TOTAL AMENDMENT NO. 2 NOT TO EXCEED (T&M)

\$233,000



Project Name: Concentrate Discharge and Outfall Design Services

Date of Estimate: 9/20/2023, 10/18/2023

Date (revised): 11/3/2023

Estimator's Initials: SSG/KSK

Additional Services - Bid Packages #1&2, Revisions due to Value Engineering, and Splitter Box

		Original Scope		North Pond	VE Services	BP1 & 2 - DC & FM	Splitter Box
		Design Fees	Construction Services	Amendment #1 Fees	Amendment #2A Fees	Amendment #2B Fees	Amendment #2C Fees
Task 1.0	Project Management	\$ 44,000.00			\$ 18,900.00	\$ 8,100.00	
Task 2.0	Off-Site Forcemain Easement Acquisitions	\$ 68,000.00					
Task 3.0	30% Design Phase	\$ 165,000.00		\$ 66,200.00			
Task 4.0	Construction Documents Design Phase	\$ 175,000.00		\$ 69,000.00	\$ 48,000.00	\$ 27,000.00	
Task 5.0	Construction Phase		\$ 175,000.00				
Subtotal- Pape-Dawson Engineers		\$ 452,000.00	\$ 175,000.00	\$ 135,200.00	\$ 66,900.00	\$ 35,100.00	

Sub-Consultants							
	Survey	\$ 11,600.00		\$ 18,280.00		\$ 49,000.00	\$ 12,000.00
	Electrical and I&C (Gupta & Associates, Inc)	\$ 90,800.00	\$ 32,500.00		\$ 29,000.00		
	Geotechnical (D&S Engineering Labs)	\$ 8,000.00					\$ 5,000.00
	Structural (JQ Infrastructure)	\$ 80,600.00	\$ 21,100.00		\$ 22,000.00		
	SUE (The Rios Group)	\$ 18,700.00					\$ 7,000.00
	Easement Acquisitions				\$ 7,000.00		
Subtotal- Subconsultants		\$ 209,700.00	\$ 53,600.00	\$ 18,280.00	\$ 58,000.00	\$ 49,000.00	\$ 24,000.00

Estimated Project Fees = \$ 661,700.00 \$ 228,600.00 \$ 153,480.00 \$ 124,900.00 \$ 84,100.00 \$ 24,000.00

Original Contract = \$ 890,300.00

Amendment #1 = \$ 153,480.00

Amendment #2 = \$ 233,000.00

Total Estimated Design + Construction Services Fees = \$ 1,276,780.00

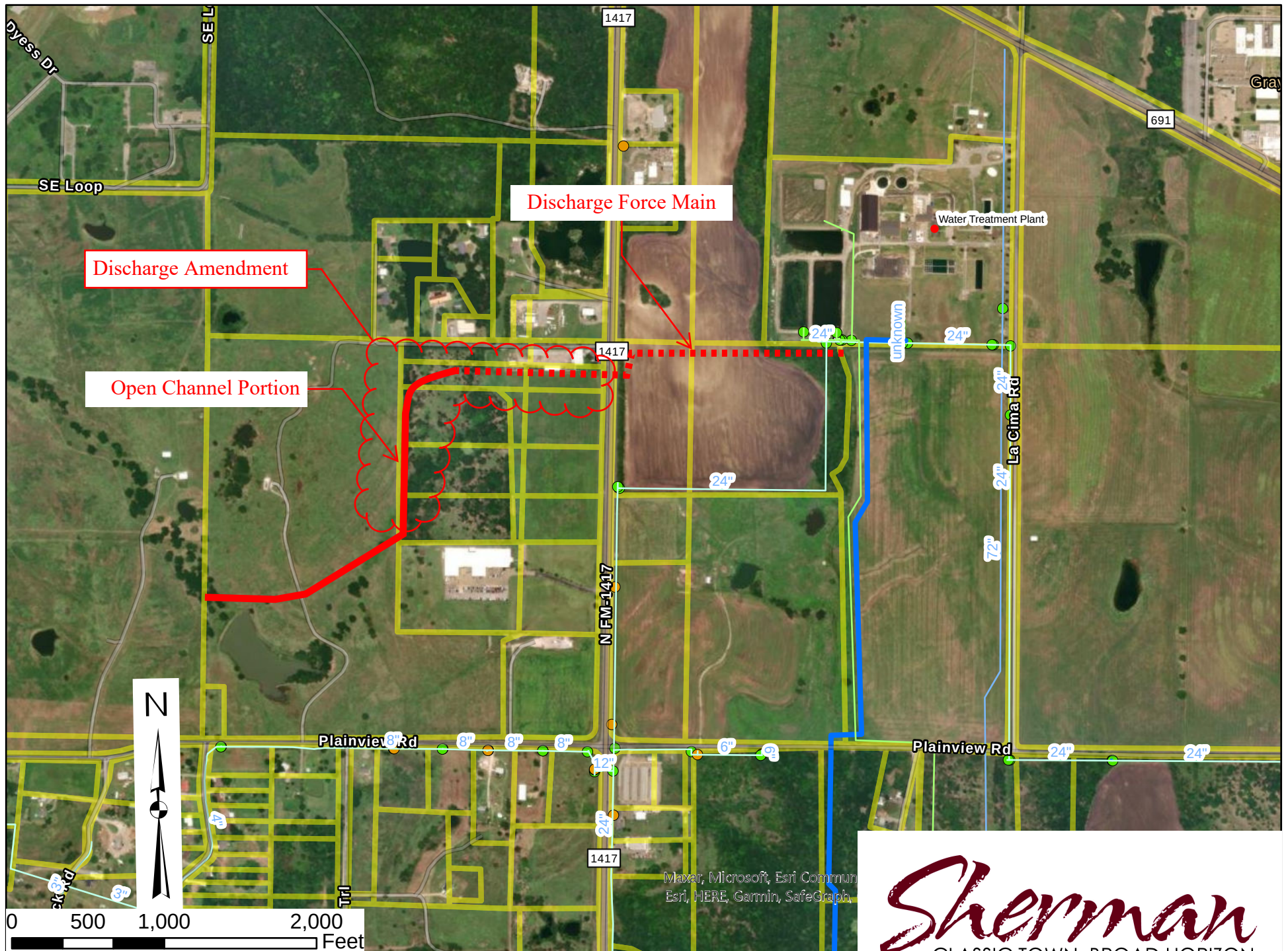


Project Name: Concentrate Discharge and Outfall Design Services
 Date of Estimate: 9/20/2023, 10/18/2023
 Estimator's Initials: SSG/KSK

Revised: 11/3/2023

Additional Services - Bid Packages #1&2, Revisions due to Value Engineering, and Splitter Box

Labor Charges				Principal In Charge	Technical Manager (QA/QC)	Design Leader	Project Engineer	Admin	Total Fee by Task
			Rate	\$ 386	\$ 386	\$ 371	\$ 227	\$ 175	
			Employee	Matt Garcia	Keefer	Gunavante	Looney, Hughes, Alexander		
Task 1.0- Project Management									
	1.1	Regular Meetings		2.00	4.00	24.00	12.00	24.00	
	1.2	Project Coordination of Subconsultants			2.00	12.00	12.00		
		Subtotal- Task 1 (Hours)		2.00	6.00	36.00	24.00		
		Subtotal- Task1 (Fee)	\$	772.00	\$ 2,316.00	\$ 13,356.00	\$ 5,448.00	\$ 4,200.00	\$ 27,000
Task 4.1- Change in Alignment of FM									
	4.1.A	FM Plan and Profile		1.00	6.00	16.00	30.00		\$ 20,000
	4.1.B	Amended THC consultation Letter							\$ 2,000
	4.1.C	Environmental Investigation							\$ 5,000
		Subtotal- Task 4.1 (Hours)		1.00	6.00	16.00	30.00	-	
		Subtotal- Task 4.1 (Fee)	\$	386.00	\$ 2,316.00	\$ 5,936.00	\$ 6,810.00	\$ -	\$ 27,000
Task 4.2- Design Changes due to VE									
	4.2.A	Design Changes due to VE		1.00	8.00	36.00	36.00		\$ 32,000
	4.2.B	Coordinate w/ Subs, City, GC		1.00	4.00	24.00	12.00		\$ 16,000
		Subtotal- Task 4.2 (Hours)		2.00	12.00	60.00	48.00	-	
		Subtotal- Task 4.2 (Fee)	\$	772.00	\$ 4,632.00	\$ 22,260.00	\$ 10,896.00	\$ -	\$ 48,000
Task 4.3- Separation of Bid Packages									
	4.3.A	Bid Package #1 for Discharge Channel		1.00	4.00	12.00	16.00	12.00	\$ 15,000
	4.3.B	Bid Package #2 for Force Main		1.00	6.00	16.00	24.00	12.00	\$ 19,000
	4.3.C	Bid Phase services		1.00	4.00	24.00	8.00	8.00	\$ 14,000
		Subtotal- Task 4.2 (Hours)		3.00	14.00	52.00	48.00	32.00	
		Subtotal- Task 4.2 (Fee)	\$	1,158.00	\$ 5,404.00	\$ 19,292.00	\$ 10,896.00	\$ 5,600.00	\$ 48,000
Task 5.1- Survey									
		Survey For North Pond and Splitter Box							\$ 12,000
		Survey For Easement Acquisitions at Young's & Spears							\$ 12,000
		Additional Easements/Adjustments for 101 Ranchers							\$ 4,000
		Four Title Survey's							\$ 24,000
		Additional Easements							\$ 2,000
		Survey For changed alignment							\$ 7,000
		Subtotal- Task 5.1 (Hours)							
		Subtotal- Task 5.1 (Fee)							\$ 61,000
Task 5.2- Sub-Consultants									
		Easement Acquisition							\$ 7,000
		Electrical							\$ 29,000
		Structural							\$ 22,000
		Geotechnical Investigation							\$ 5,000
		SUE							\$ 7,000



Sherman
CLASSIC TOWN. BROAD HORIZON.

2023 Council Calendar

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

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

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

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

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

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

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

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

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

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

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

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

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

CALLED MEETINGS	
4/20/2023	Budget Planning Meeting
5/25/2023	CIP Work Session
6/15/2023	Budget Workshop Day 1
7/5/2023	Called City Council Meeting (Rescheduled)
6/9/2023	Called City Council Meeting
6/15/2023	Called City Council Meeting
6/26/2023	Called City Council Meeting
9/12/2023	SEDCO Joint Meeting
9/14/2023	Called City Council Meeting - Tree Ordinance Workshop

Council Calendar

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

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

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

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

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

June						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	6	7	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						

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

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

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

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

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

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

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

[illegible]