

**CITY OF SHERMAN
CITY COUNCIL CALLED MEETING AGENDA
COUNCIL CHAMBERS OF THE CITY HALL
220 WEST MULBERRY STREET
SHERMAN, TEXAS
MONDAY, DECEMBER 13, 2021
5:00 P.M.**

- A. 1. CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN**
- A. 2. PLEDGE OF ALLEGIANCE LED BY COUNCIL MEMBER HENRY MARROQUIN**
- A. 3. INVOCATION BY COUNCIL MEMBER HENRY MARROQUIN**

Special Presentations

- B. 1. SPECIAL PRESENTATION**
The Patriot Members of Chapter 612 Military Order of the Purple Heart, USA would like to Present the City Council of the City of Sherman a Special Recognition Award.
- B. 2. SPECIAL PRESENTATION**
Receive Presentation from Margaret Somereve, Executive Director of Texas Coalition for Affordable Power

Citizen Comments

- C. 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

- D. 1. CONSENT AGENDA**
Asterisked (*) items are considered to be routine and will be enacted in one motion without discussion unless a Council Member or a citizen requests a specific item be discussed and voted on separately

Public Hearing

- E. 1. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6441**
Repealing and Replacing Resolution No. 6729; Supporting Halff Associates, Inc.'s Application on Behalf of the Applicant Texas Instruments Incorporated to the Texas Commission on Environmental Quality for a Municipal Setting Designation at 6412 U.S. Highway 75S, Sherman, Grayson County, Texas

- E. 2. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6442**
Repealing and Replacing Resolution No. 6710; In Support of the Application of Golder Associates, Inc., on Behalf of 1201 E Pecan North Real Estate, LLC and 1201 E Pecan Holdings, LLC to the Texas Commission on Environmental Quality for a Municipal Setting Designation at 1201 E. Pecan Street in the City of Sherman, Grayson County, Texas
- E. 3. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6443**
Amending Ordinance No. 6099 and Renaming Industrial Reinvestment Zone, Number 022018-01, City of Sherman, Texas, to City of Sherman Industrial Reinvestment Zone, Number Six (#6), for the Purpose of Commercial-Industrial Tax Abatement

Close Public Hearing and Consider Adoption of Ordinances

- E. 4. **ADOPTION OF ORDINANCES**
Consider Adoption of Ordinance Numbers 6441, 6442 & 6443

Resolutions

- F. 1. **RESOLUTION NO. 6827 (NO ACTION TAKEN AT THE SEPTEMBER 7, 2021 MEETING)**
Authorizing Execution of a Contract with Grayson County, Texas, for Use of the City of Sherman Animal Shelter
- F. 2. **RESOLUTION NO. 6828**
Authorizing Execution of Amendment No. 2 of the Standard Form of Agreement Between Owner and Architect between the City of Sherman and Hidell and Associates Architects, Inc. for the Design of the New Sherman Police Department Headquarters to Reflect the Increase in Project Scope to Include the Lift Station Design and Coordination, Additional Topographic Survey Information and Geotech Report for the Proposed Lift Station Location.
- F. 3. **RESOLUTION NO. 6829**
Authorizing Execution of an Agreement with Finisar Sherman RE HOLDCO, LLC, a Texas Limited Liability Company, for the Abatement of Ad Valorem Property Taxes for Phase II Improvements within Industrial Reinvestment Zone, Number Six (#6), City of Sherman, Texas
- F. 4. **RESOLUTION NO. 6830**
Authorizing the Purchase of New Console Positions, Console Radio and an 80FT Monopole with Antenna Lines and Assembly through Motorola Solutions through the Texas DIR Agreement (DIR-TSO-4101)
- F. 5. ***RESOLUTION NO. 6831**
Authorizing the Purchase of a New Compact Track Loader from John Deere for the Distribution Services Department through the Texas Local Government Purchasing Cooperative (BuyBoard).

Other Business

- G. 1. **OTHER BUSINESS**
Receive Update from Texas Department of Transportation Paris District Engineer Noel Paramanantham on TxDOT Projects

G. 2. OTHER BUSINESS

Consider Approval of the Annexation Scheduling Plan for Adoption of Approximately 36.892 acres of land located off of FM 131 North, adjacent to the Sherman City Limits and in the City of Sherman's Extra Territorial Jurisdiction; and Directing the Department of Engineering Services to Develop a Service Plan for the Area to be Annexed Upon Approval of the Annexation Scheduling Plan

G. 3. * OTHER BUSINESS

Consider Calling a Special Meeting of the City Council for Tuesday, January 18, 2022, due to Conflict with a Federal Holiday

H. COUNCIL COMMENTS

Executive Session

EXECUTIVE SESSION

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

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 proposed airport access agreement for development adjacent to the Sherman Municipal Airport and related issues
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.
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.

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

J. 1. OPEN MEETING

Reconvene into Open Meeting and Consider Action, if any, on items discussed in Executive Session

K. ADJOURNMENT

COUNCIL CALENDAR

CERTIFICATION

I, the undersigned authority, do hereby certify that the above Notice of Called 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 Thursday, December 9, 2021 at 4:00 p.m., and said time of posting was 72 hours before said meeting was convened or called to order.

Dated this 9th day of December, 2021.
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

Pamela L. Howeth

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



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Called Meeting

B. 1.

Meeting Date: 12/13/2021

Prepared By: Teri Fine, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

SPECIAL PRESENTATION

The Patriot Members of Chapter 612 Military Order of the Purple Heart, USA would like to Present the City Council of the City of Sherman a Special Recognition Award.

Issue:

The Patriot Members of Chapter 612 Military Order of the Purple Heart, USA would like to Present the City Council of the City of Sherman a Special Recognition Award.

Background:

The Military Order of the Purple Heart Special Recongintion Award is bestowed with pride to the City of Sherman, Texas for the dedication and support Honoring America's Combat Wounded Veterans and their family members.

Origination:

Sgt. O.H. Hubbard, Military Order of the Purple Heart
City Manager's Office

Financial Consideration:

None

Staff Recommendation:

None

Alternatives:

None



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Called Meeting

B. 2.

Meeting Date: 12/13/2021

Approved By: Robby Hefton, City Manager

Caption:

SPECIAL PRESENTATION

Receive Presentation from Margaret Somereve, Executive Director of Texas Coalition for Affordable Power

Issue:

To receive the presentation from Margaret Somereve, Executive Director of Texas Coalition for Affordable Power

Background:

This presentation is to recognize the City of Sherman as a founding member of Texas Coalition for Affordable Power.

Origination:

City Manager

Financial Consideration:

This presentation is for informational purposes only and has no impact on the City's revenues or expenses.

Staff Recommendation:

No action is required of the City Council.

Alternatives:

None recommended



City Council Called Meeting

D. 1.

Meeting Date: 12/13/2021

Approved By: Robby Hefton, City Manager

Caption:

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

Issue:

F. 5. *RESOLUTION NO. 6831

Authorizing the Purchase of a New Compact Track Loader from John Deere for the Distribution Services Department through the Texas Local Government Purchasing Cooperative (BuyBoard).

G. 3. * OTHER BUSINESS

Consider Calling a Special Meeting of the City Council for Tuesday, January 18, 2022, due to Conflict with a Federal Holiday



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Called Meeting

E. 1.

Meeting Date: 12/13/2021

Prepared By: Wayne Lee, Director of Engineering

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6441

Repealing and Replacing Resolution No. 6729; Supporting Halff Associates, Inc.'s Application on Behalf of the Applicant Texas Instruments Incorporated to the Texas Commission on Environmental Quality for a Municipal Setting Designation at 6412 U.S. Highway 75S, Sherman, Grayson County, Texas

Issue:

Consider supporting Texas Instruments Incorporated's Sherman Facility application to the Texas Commission on Environmental Quality for a Municipal Setting Designation at 6412 U.S. Highway 75S in Sherman.

Background:

An application for a Municipal Setting Designation was submitted to the City of Sherman on December 28, 2020 by Halff Associates, Inc. on behalf of Texas Instruments, Inc. The intent of the application is to provide data to show that groundwater contamination from past activities is either at safe levels or is contained, and not a threat to potable wells or aquifers. Freese and Nichols, Inc. was hired to assist city staff with the review of the data submitted. Council approved Resolution No. 6729 and the resolution was included in the application to TCEQ. During TCEQ's final review, they required the resolution be changed to an Ordinance and include more specific language. The current form of Ordinance has been approved by TCEQ.

Origination:

Engineering

Financial Consideration:

The applicant submitted a \$5,000 application fee which was used towards the cost of the review.

Staff Recommendation:

Staff recommends supporting Texas Instruments Inc.'s application to the Texas Commission on Environmental Quality for a Municipal Setting Designation at 6412 U.S. Highway 75S, Sherman, TX 75090.

Alternatives:

As may be directed by the City Council.

Attachments

Ordinance No. 6441

Repealing and Replacing Res # 6729

Exhibit A

Location Map

ORDINANCE NO. 6441

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS REPEALING AND REPLACING RESOLUTION NO. 6729; SUPPORTING HALFF ASSOCIATES, INC., ON BEHALF OF THE APPLICANT TEXAS INSTRUMENTS INCORPORATED TO THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY FOR A MUNICIPAL SETTING DESIGNATION AT 6412 U.S. HIGHWAY 75S IN THE CITY OF SHERMAN, GRAYSON COUNTY, TEXAS; AND PROVIDING FOR AN EFFECTIVE DATE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW

WHEREAS, Chapter 361, Subchapter W of the Texas Health and Safety Code authorizes the Texas Commission on Environmental Quality (“TCEQ”) to certify Municipal Setting Designations for properties upon receipt and approval of a properly submitted application to the TCEQ; and

WHEREAS, as a part of the application to TCEQ for a Municipal Setting Designation for a site, the applicant is required to provide documentation that the application is supported by: (1) the city council of the municipality in which the site is located, (2) the city council of each municipality with a boundary located not more than one-half mile from the site, (3) the city council of each municipality that owns or operates a groundwater supply well located not more than five miles from the site, and (4) the governing body of each retail public utility, as defined by Section 13.002 of the Texas Water Code, that owns or operates a groundwater supply well located not more than five miles from the site; and

WHEREAS, Halff Associates, Inc., on behalf of Texas Instruments Incorporated (the “Applicant”), has filed an application with the City of Sherman for a Municipal Setting Designation and is filing an application with the TCEQ for the issuance of a Municipal Setting Designation for the property located at 6412 U.S. Highway 75S, Sherman, Grayson County, Texas (the “MSD Site”), and being the same property that is the subject of Industrial Hazardous Waste Corrective Action Program No. 30427, as shown on Figure 1, attached hereto and incorporated herein; and

WHEREAS, as a part of the application process for an MSD, the Applicant is required to provide documentation that the MSD Site is subject to an ordinance that prohibits the use of designated groundwater from beneath the property as potable waste and that appropriately restricts other use of and contact with that groundwater; and

WHEREAS, the MSD Site is located within the City of Sherman and within 5 miles of groundwater supply wells that are operated by the City of Sherman, Texas; and

WHEREAS, following the issuance of a supporting Ordinance by the City of Sherman and each additional municipality and retail public utility for which approval is required, the Applicant will submit to TCEQ an application for certification of a Municipal Setting Designation for the MSD Site pursuant to Chapter 361, Subchapter W of the Texas Health and Safety Code.

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

SECTION 1. The City Council and the City of Sherman affirmatively support the application of the Applicant to the TCEQ for certification of a Municipal Setting Designation for the MSD Site. It shall be unlawful to use designated groundwater beneath the MSD Site. The owner of the MSD Site shall record a restrictive covenant on the MSD Site property, enforceable by the Applicant and by the City of Sherman, which prohibits the use of groundwater located beneath the MSD Site as potable water and appropriately restricts other uses of and contact with that groundwater.

SECTION 2. That, upon and after the effective date of this Ordinance, the drilling of wells and the use of designated groundwater for any purpose, including but not limited to any potable purpose, excepting only: (i) wells used as monitoring wells for the collection of groundwater samples for chemical or biological laboratory analysis; and (ii) wells used for the purpose of remediation of soil or groundwater contamination, is hereby prohibited on or from any portion of the MSD Property.

SECTION 3. This Ordinance shall be effective immediately upon its passage.

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

INTRODUCED on this the 13th day of December, 2021.

ADOPTED on this the 13th day of December, 2021.

EFFECTIVE DATE on this the 13th day of December, 2021.

CITY OF SHERMAN, TEXAS

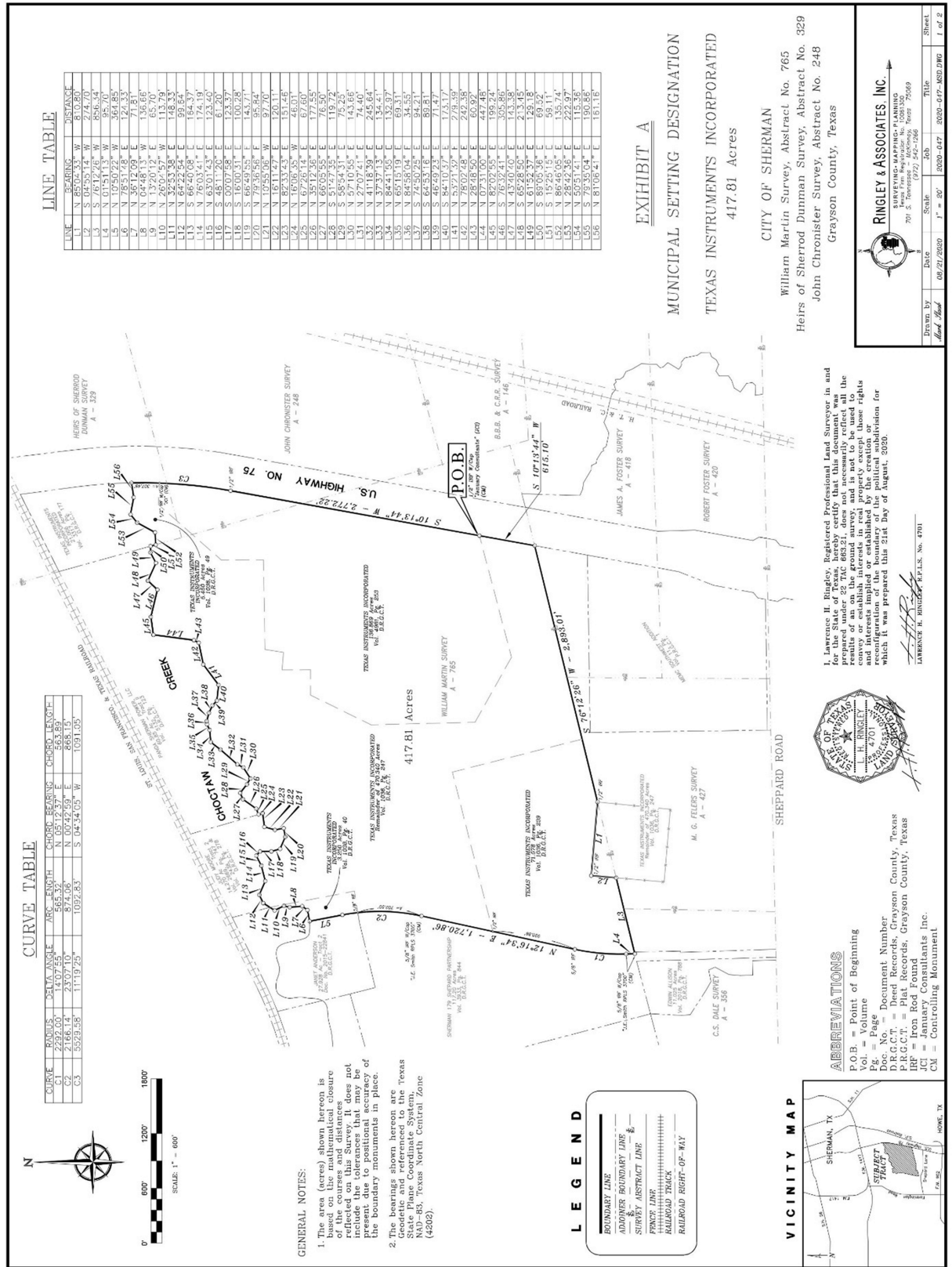
BY: _____
DAVID PLYLER, MAYOR

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. 6729

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, IN SUPPORT OF HALFF ASSOCIATES, INC.'S APPLICATION ON BEHALF OF THE APPLICANT TEXAS INSTRUMENTS INCORPORATED TO THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY FOR A MUNICIPAL SETTING DESIGNATION AT 6412 U.S. HIGHWAY 75S, SHERMAN, GRAYSON COUNTY, TEXAS; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, Chapter 361, Subchapter W of the Texas Solid Waste Disposal Act authorizes the Texas Commission on Environmental Quality (the "TCEQ") to certify a Municipal Setting Designation (an "MSD") for a property upon receipt and approval of a properly submitted application to the TCEQ; and

WHEREAS, as part of the application to the TCEQ for an MSD, the applicant is required to provide documentation that the application is supported by the city council of each municipality with a boundary located within one-half mile of the proposed MSD location; and

WHEREAS, Halff Associates, Incorporated on behalf of Texas Instruments, Incorporated (the "Applicant"), filed an application with the City of Sherman, Texas for support of a resolution seeking a Municipal Setting Designation for the site known as 6412 U.S. Highway 75S, Sherman, Grayson County, Texas, the metes and bounds description and a map attached as Exhibit "A" (the "Site") to the TCEQ; and

WHEREAS, the Site is located within one-half mile of the boundary of the City of Sherman, Texas and, therefore, the Applicant must acquire the City of Sherman's support of the application of the MSD for the Site; and

WHEREAS, upon passage of this supporting Resolution by the City Council, the Applicant will submit to the TCEQ an application for certification of the MSD for the Site pursuant to Texas Health and Safety Code Chapter 361, Subchapter W;

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

SECTION 1. That the City Council of the City of Sherman, Texas does not oppose the establishment of a MSD for the Site and supports the Applicant's application to the TCEQ for certification of a MSD for the Site.

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the _____ day of _____, 2021.

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



SCALE: 1" = 800'

CURVE TABLE

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	2292.00'	14°07'55"	565.32'	N 05°12'37" E	563.89'
C2	2166.14'	23°07'10"	874.06'	N 00°42'59" E	868.15'
C3	5529.58'	11°19'25"	1092.83'	S 04°34'05" W	1091.05'

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 85°04'33" W	810.80'
L2	S 04°55'14" W	274.70'
L3	S 76°12'26" W	856.34'
L4	N 01°51'13" W	95.70'
L5	N 10°50'22" W	364.85'
L6	N 78°51'48" E	124.33'
L7	N 36°12'09" E	71.81'
L8	N 04°48'13" W	136.66'
L9	N 13°20'12" E	65.70'
L10	N 26°04'57" W	113.79'
L11	N 32°53'38" E	148.33'
L12	N 64°22'54" E	99.64'
L13	S 66°40'08" E	164.37'
L14	N 76°03'41" E	174.19'
L15	N 63°01'43" E	123.40'
L16	S 48°11'20" E	61.20'
L17	S 00°07'58" E	123.37'
L18	S 16°00'31" E	100.28'
L19	S 66°49'55" E	143.71'
L20	N 79°36'56" E	95.84'
L21	N 10°55'06" W	97.70'
L22	N 16°11'47" E	120.11'
L23	N 82°33'43" E	151.46'
L24	N 16°06'35" W	46.01'
L25	N 67°26'14" E	67.60'
L26	N 35°12'36" E	177.55'
L27	N 66°05'55" E	76.50'
L28	S 51°47'35" E	119.72'
L29	S 58°54'31" E	75.25'
L30	N 57°10'55" E	143.66'
L31	N 27°07'41" E	74.40'
L32	N 41°18'39" E	245.64'
L33	N 37°37'13" E	134.41'
L34	N 84°41'55" E	132.97'
L35	N 65°15'19" E	69.31'
L36	N 84°58'04" E	34.55'
L37	S 74°50'25" E	94.21'
L38	S 64°53'16" E	89.81'
L39	S 46°49'23" E	71.47'
L40	S 84°10'37" E	173.17'
L41	N 53°21'32" E	279.39'
L42	N 78°02'48" E	242.38'
L43	N 28°48'50" E	60.92'
L44	N 07°31'00" E	447.48'
L45	N 82°02'55" E	199.24'
L46	S 76°32'41" E	305.86'
L47	N 43°40'40" E	143.38'
L48	S 65°28'50" E	213.45'
L49	N 61°52'37" E	129.18'
L50	S 89°05'36" E	69.52'
L51	S 15°25'15" E	59.11'
L52	N 86°46'05" E	135.74'
L53	N 28°42'36" E	222.97'
L54	N 50°51'41" E	115.36'
L55	S 79°35'04" E	190.86'
L56	N 81°06'41" E	161.16'

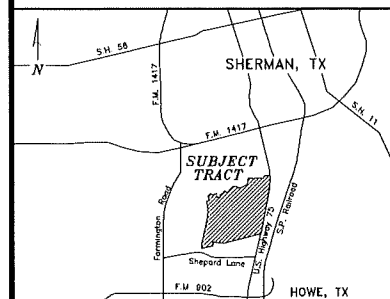
GENERAL NOTES:

- The area (acres) shown hereon is based on the mathematical closure of the courses and distances reflected on this Survey. It does not include the tolerances that may be present due to positional accuracy of the boundary monuments in place.
- The bearings shown hereon are Geodetic and referenced to the Texas State Plane Coordinate System, NAD-83, Texas North Central Zone (4202).

LEGEND

BOUNDARY LINE
ADJOINER BOUNDARY LINE
SURVEY ABSTRACT LINE
FENCE LINE
RAILROAD TRACK
RAILROAD RIGHT-OF-WAY

VICINITY MAP



ABBREVIATIONS

P.O.B. = Point of Beginning
Vol. = Volume
Pg. = Page
Doc. No. = Document Number
D.R.G.C.T. = Deed Records, Grayson County, Texas
P.R.G.C.T. = Plat Records, Grayson County, Texas
IRF = Iron Rod Found
JCI = January Consultants Inc.
CM = Controlling Monument



I, Lawrence H. Ringley, Registered Professional Land Surveyor in and for the State of Texas, hereby certify that this document was prepared under 22 TAC 663.21, does not necessarily reflect all the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared this 21st Day of August, 2020.

LAWRENCE H. RINGLEY, R.P.L.S. No. 4701

EXHIBIT A

MUNICIPAL SETTING DESIGNATION

TEXAS INSTRUMENTS INCORPORATED

417.81 Acres

CITY OF SHERMAN

William Martin Survey, Abstract No. 765
Heirs of Sherrod Dunman Survey, Abstract No. 329
John Chronister Survey, Abstract No. 248
Grayson County, Texas



RINGLEY & ASSOCIATES, INC.

SURVEYING • MAPPING • PLANNING
Texas Firm Registration No. 10061300
701 S. Tennessee - McKinney, Texas 75069
(972) 542-1266

Drawn by	Date	Scale	Job	Title	Sheet
Mark Hook	08/21/2020	1" = 20'	2020-047	2020-047-MSD.DWG	1 of 2

LEGAL DESCRIPTION

SITUATED in the City of Sherman, Texas, in the William Martin Survey, Abstract No. 765, the Heirs of Sherrod Dunman Survey, Abstract No. 329 and the John Chronister Survey, Abstract No. 248 of Grayson County, Texas and being: all of that certain called 136.869 acre tract of land described in a deed to Texas Instruments Incorporated, dated June 29, 2011, recorded in Volume 4981, Page 253, Deed Records, Grayson County, Texas (D.R.G.C.T.); part of that certain called 470.340 acre tract of land described in a deed to Texas Instruments Incorporated, dated September 1, 1965 and recorded in Volume 1036, Page 247, D.R.G.C.T.; all of that certain called 71.578 acre tract of land described in a deed to Texas Instruments Incorporated, dated September 1, 1965 and recorded in Volume 1036, Page 239, D.R.G.C.T.; all of that certain called 3.250 acre tract of land described in a deed to Texas Instruments Incorporated, dated September 1, 1965 and recorded in Volume 1038, Page 40, D.R.G.C.T. and all of that certain called 5.450 acre tract of land described in a deed to Texas Instruments Incorporated (hereinafter referred to as "TI"), dated September 1, 1965 and recorded in Volume 1038, Page 49, D.R.G.C.T. and being more particularly described by metes & bounds as follows:

BEGINNING at 1/2 inch iron rod, topped with a yellow plastic cap, stamped 'January Consultants', found on the west right-of-way line of U.S. Highway No. 75 (variable width right-of-way) and the east line of the above described 470.340 acre TI tract and same being the southeast corner of the above described 136.869 acre TI tract;

THENCE: South 10 deg. 13 min. 44 sec. West, along the east line of said 470.340 acre TI tract and the west right-of-way line of said U.S. Highway No. 75, a distance of 615.10 feet to a point for the southeast corner of this tract, on the south line of the above mentioned William Martin Survey and same being the north line of the James A. Foster Survey, Abstract No. 418;

THENCE: South 76 deg. 12 min. 26 sec. West, departing from U.S. Highway No. 75, across said 470.340 acre TI tract and along the south line of said Martin Survey and same being the north lines of said Foster Survey and M.G. Feiers Survey, Abstract No. 427, at a distance of 2,184.3 feet, passing an inside ell corner of said 470.340 acre TI tract and the southeast corner of the above described 71.578 acre TI tract and continuing along the common line of said 470.340 acre and 71.578 acre TI tracts for a total distance of 2,893.01 feet to a 1/2 inch iron rod found for corner near a barbed wire fence corner post;

THENCE: North 85 deg. 04 min. 33 sec. West, departing from said common line, over & across said 71.578 acre TI tract and along said barbed wire fence, a distance of 810.80 feet to a 1/2 inch iron rod found for corner near a barbed wire fence corner post;

THENCE: South 04 deg. 55 min. 14 sec. West, continuing across said 71.578 acre TI tract and along said barbed wire fence, a distance of 274.70 feet to a point for corner on the common line of said 71.578 acre and 470.340 acre TI tracts and the afore mentioned common line of the Martin and Feiers Survey Abstracts;

THENCE: South 76 deg. 12 min. 26 sec. West, departing from said barbed wire fence, continuing along said common line, at a distance of 836.55 feet, passing a 5/8 inch iron rod, topped with a yellow plastic cap, stamped 'J.E. Smith RPLS 3700', found for the southwesterly outside ell corner of said 470.340 acre TI tract, on the easterly line of that certain called 117.20 acre tract described in a deed to Sherman 179 Shepard Partnership, recorded in Volume 3933, Page 844, D.R.G.C.T. and same being the easterly right-of-way line of the old Texas Traction Company's Interurban Railway and continuing along the common line of said 71.578 acre TI tract and said 117.20 acre Sherman 179 tract for a total distance of 856.34 feet to a 5/8 inch iron rod, topped with a yellow plastic cap, stamped 'J.E. Smith RPLS 3700', found for the southwest corner of said 71.578 acre TI tract and an inside ell corner of said Sherman 179 tract;

THENCE: North 01 deg. 51 min. 13 sec. West, along the common line of the old Interurban Railway, the 71.578 acre TI tract and said Sherman 179 tract, a distance of 95.70 feet to a 5/8 inch iron rod, topped with a yellow plastic cap, stamped 'J.E. Smith RPLS 3700', found for the beginning of a curve to the right, having a radius of 2,292.00 feet, a central angle of 14 deg. 07 min. 55 sec. and a chord that bears North 05 deg. 12 min. 37 sec. East - 563.89 feet;

THENCE: Continuing along said common line and along said curve to the right, an arc distance of 565.32 feet to a 5/8 inch iron rod found at the end of said curve;

THENCE: North 12 deg. 16 min. 34 sec. East, continuing along said common line, at a distance of 920.86 feet, passing a 1/2 inch iron rod found for the northwest corner of said 71.578 acre TI tract and the northwesterly outside ell corner of said 470.340 acre TI tract and continuing along the common line of the old Interurban Railway, the 470.340 acre TI tract and said Sherman 179 tract for a total distance of 1,720.86 feet to a 5/8 inch iron rod, topped with a yellow plastic cap, stamped 'J.E. Smith RPLS 3700', found for corner at the beginning of a curve to the left, having a radius of 2,166.14 feet, a central angle of 23 deg. 07 min. 10 sec. and a chord that bears North 00 deg. 42 min. 59 sec. East - 868.15 feet;

THENCE: Continuing along said common line and said curve to the left, at an arc distance of 702.50 feet, passing a 5/8 inch iron rod found for the northeast corner of said Sherman 179 tract and the most westerly northwest corner of said 470.340 acre TI tract and said point also being the southwest corner of the above described 3.250 acre TI tract and the southeast corner of that certain called 27.928 acre tract of land described as 'Tract 2' in a deed to Janet Anderson, recorded in Document No. 2015-22641, D.R.G.C.T. and continuing along the common line of said 3.250 acre TI tract, said Anderson tract and said Interurban Railway and along said curve to the left for a total arc distance of 874.06 feet to a point for corner at the end of said curve;

THENCE: North 10 deg. 50 min. 22 sec. West, continuing along the common line of said 3.250 acre TI tract, said Anderson tract and said Interurban railway, a distance of 364.85 feet to a point in the centerline of Choctaw Creek for the northwest corner of said 3.250 acre TI tract and this tract;

THENCE: Departing from said Interurban Railway and continuing along the common line of said 3.250 acre TI tract and Anderson tract and the centerline of said Choctaw Creek as follows:

North 78 deg. 51 min. 48 sec. East, a distance of 124.33 feet to a point for corner;
North 36 deg. 12 min. 09 sec. East, a distance of 71.81 feet to a point for corner;
North 04 deg. 48 min. 13 sec. West, a distance of 136.66 feet to a point for corner;
North 13 deg. 20 min. 12 sec. East, a distance of 65.70 feet to a point for corner;
North 26 deg. 04 min. 57 sec. West, a distance of 113.79 feet to a point for corner;
North 32 deg. 53 min. 38 sec. East, at a distance of 62.36 feet, passing the northeast corner of said 3.250 acre TI tract, the most easterly southeast corner of said Anderson tract, the most northerly northwest corner of said 470.340 acre TI tract and the southwest corner of that certain called 14.270 acre tract of land described as 'Tract 2' in a deed to Judy Moore, recorded in Volume 2669, Page 747 and Volume 2438, Page 278, D.R.G.C.T., and continuing along said creek for a total distance of 148.33 feet to a point for corner;

THENCE: Continuing along the centerline of said Choctaw Creek, with the common line of said 470.340 acre TI tract and said Moore tract as follows:

North 64 deg. 22 min. 54 sec. East, a distance of 99.64 feet to a point for corner;
South 66 deg. 40 min. 08 sec. East, a distance of 164.37 feet to a point for corner;
North 76 deg. 03 min. 41 sec. East, a distance of 174.19 feet to a point for corner;
North 63 deg. 01 min. 43 sec. East, a distance of 123.40 feet to a point for corner;
South 48 deg. 11 min. 20 sec. East, a distance of 61.20 feet to a point for corner;
South 00 deg. 07 min. 58 sec. East, a distance of 123.37 feet to a point for corner;
South 16 deg. 00 min. 31 sec. East, a distance of 100.28 feet to a point for corner;
South 66 deg. 49 min. 55 sec. East, a distance of 143.71 feet to a point for corner;
North 79 deg. 36 min. 56 sec. East, a distance of 95.84 feet to a point for corner;
North 10 deg. 55 min. 08 sec. West, a distance of 97.70 feet to a point for corner;
North 16 deg. 11 min. 47 sec. East, a distance of 120.11 feet to a point for corner;
North 82 deg. 33 min. 43 sec. East, a distance of 151.46 feet to a point for the southeast corner of said Moore tract and an inside ell corner of said 470.340 acre TI tract;

GENERAL NOTES:

1. The area (acres) shown hereon is based on the mathematical closure of the courses and distances reflected on this Survey. It does not include the tolerances that may be present due to positional accuracy of the boundary monuments in place.
2. The bearings shown hereon are Geodetic and referenced to the Texas State Plane Coordinate System, NAD-83, Texas North Central Zone (4202).

(CONTINUED)

THENCE: North 16 deg. 06 min. 35 sec. West, departing from the centerline of said creek, along the common line of said TI and Moore tracts, a distance of 46.01 feet to a point on the north bank of said Choctaw Creek for the southwest corner of that certain called 60.85 acre tract of land described as 'Tract II' in a deed to Panda Sherman Power, LLC, recorded in Volume 5132, Page 123, D.R.G.C.T.;

THENCE: Along the north bank of Choctaw Creek and the common line of said 470.340 acre TI tract and Panda Sherman tract as follows:

North 67 deg. 26 min. 14 sec. East, a distance of 67.60 feet to a point for corner;
North 35 deg. 12 min. 36 sec. East, a distance of 177.55 feet to a point for corner;
North 66 deg. 05 min. 55 sec. East, a distance of 76.50 feet to a point for corner;
South 51 deg. 47 min. 35 sec. East, a distance of 119.72 feet to a point for corner;
South 58 deg. 54 min. 31 sec. East, a distance of 75.25 feet to a point for corner;
North 57 deg. 10 min. 55 sec. East, a distance of 143.66 feet to a point for corner;
North 27 deg. 07 min. 41 sec. East, a distance of 74.40 feet to a point for corner;
North 41 deg. 18 min. 39 sec. East, a distance of 245.64 feet to a point for corner;
North 37 deg. 37 min. 13 sec. East, a distance of 134.41 feet to a point for corner;
North 84 deg. 41 min. 55 sec. East, a distance of 132.97 feet to a point for corner;
North 65 deg. 15 min. 19 sec. East, a distance of 69.31 feet to a point for corner;
North 84 deg. 58 min. 04 sec. East, a distance of 34.55 feet to a point for corner;
South 74 deg. 50 min. 25 sec. East, a distance of 94.21 feet to a point for corner;
South 64 deg. 53 min. 16 sec. East, a distance of 89.81 feet to a point for corner;
South 46 deg. 49 min. 23 sec. East, a distance of 71.47 feet to a point for corner;
South 84 deg. 10 min. 37 sec. East, a distance of 173.17 feet to a point for corner;
North 53 deg. 21 min. 32 sec. East, a distance of 279.39 feet to a point for corner;
North 78 deg. 02 min. 48 sec. East, a distance of 242.38 feet to a point for corner;
North 28 deg. 48 min. 50 sec. East, a distance of 60.92 feet to a point for corner;
North 07 deg. 31 min. 00 sec. East, a distance of 447.48 feet to a point for corner;
North 82 deg. 02 min. 55 sec. East, a distance of 199.24 feet to a point for corner;
South 76 deg. 32 min. 41 sec. East, a distance of 305.66 feet to a point for corner;
North 43 deg. 40 min. 40 sec. East, a distance of 143.38 feet to a point for corner;
South 65 deg. 28 min. 50 sec. East, a distance of 213.45 feet to a point for corner;
North 61 deg. 52 min. 37 sec. East, a distance of 129.18 feet to a point for corner;
South 89 deg. 05 min. 36 sec. East, a distance of 69.52 feet to a point for the southeast corner of said 60.85 acre Panda Sherman tract and the most northerly northeast corner of said 470.340 acre TI tract, on the west line of that certain called 21.006 acre tract of land described in a deed to Texas Instruments Incorporated, recorded in Volume 3317, Page 177, D.R.G.C.T.;

THENCE: South 15 deg. 25 min. 15 sec. East, along the west line of said 21.006 acre TI tract and the most northeasterly line of said 470.340 TI tract, a distance of 59.11 feet to a point in the centerline of Choctaw Creek for the southwest corner of said 21.006 acre TI tract and same being the northwest corner of the above described 5.450 acre TI tract;

THENCE: Departing from the northeasterly line of said 470.340 acre TI tract, along the common line of said 21.006 acre and 5.450 acre TI tracts and along the centerline of Choctaw Creek as follows:

North 86 deg. 46 min. 05 sec. East, a distance of 135.74 feet to a point for corner;
North 28 deg. 42 min. 36 sec. East, a distance of 222.97 feet to a point for corner;
North 50 deg. 51 min. 41 sec. East, a distance of 115.36 feet to a point for corner;
South 79 deg. 35 min. 04 sec. East, a distance of 190.86 feet to a point for corner;
North 81 deg. 06 min. 41 sec. East, a distance of 161.16 feet to a point for the southeast corner of said 21.006 acre TI tract and the northeast corner of said 5.450 acre TI tract, on the west right-of-way line of the above mentioned U.S. Highway 75 and said point being in a non-tangent curve to the right, having a radius of 5,529.58 feet, a central angle of 11 deg. 19 min. 25 sec. and a chord that bears South 04 deg. 34 min. 05 sec. West - 1,091.05 feet;

THENCE: Along the west right-of-way line of said U.S. Highway 75 and with said curve to the right, at an arc distance of 307.48 feet, passing a 1/2 inch iron rod, topped with a yellow plastic cap, stamped 'January Consultants', found for the northeast corner of the above described 136.869 acre TI tract and continuing for a total arc distance of 1,092.83 feet to a 1/2 inch iron rod, found for corner at the end of said curve;

THENCE: South 10 deg. 13 min. 44 sec. West, continuing along the west right-of-way line of said U.S. Highway 75, a distance of 2,772.22 feet to the POINT OF BEGINNING and containing 417.81 acres of land, more or less.



I, Lawrence H. Ringley, Registered Professional Land Surveyor in and for the State of Texas, hereby certify that this document was prepared under 22 TAC 663.21, does not necessarily reflect all the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared this 21st Day of August, 2020.

L.H.R.
LAWRENCE H. RINGLEY, R.P.L.S. No. 4701

EXIHIBIT A

MUNICIPAL SETTING DESIGNATION

TEXAS INSTRUMENTS INCORPORATED

417.81 Acres

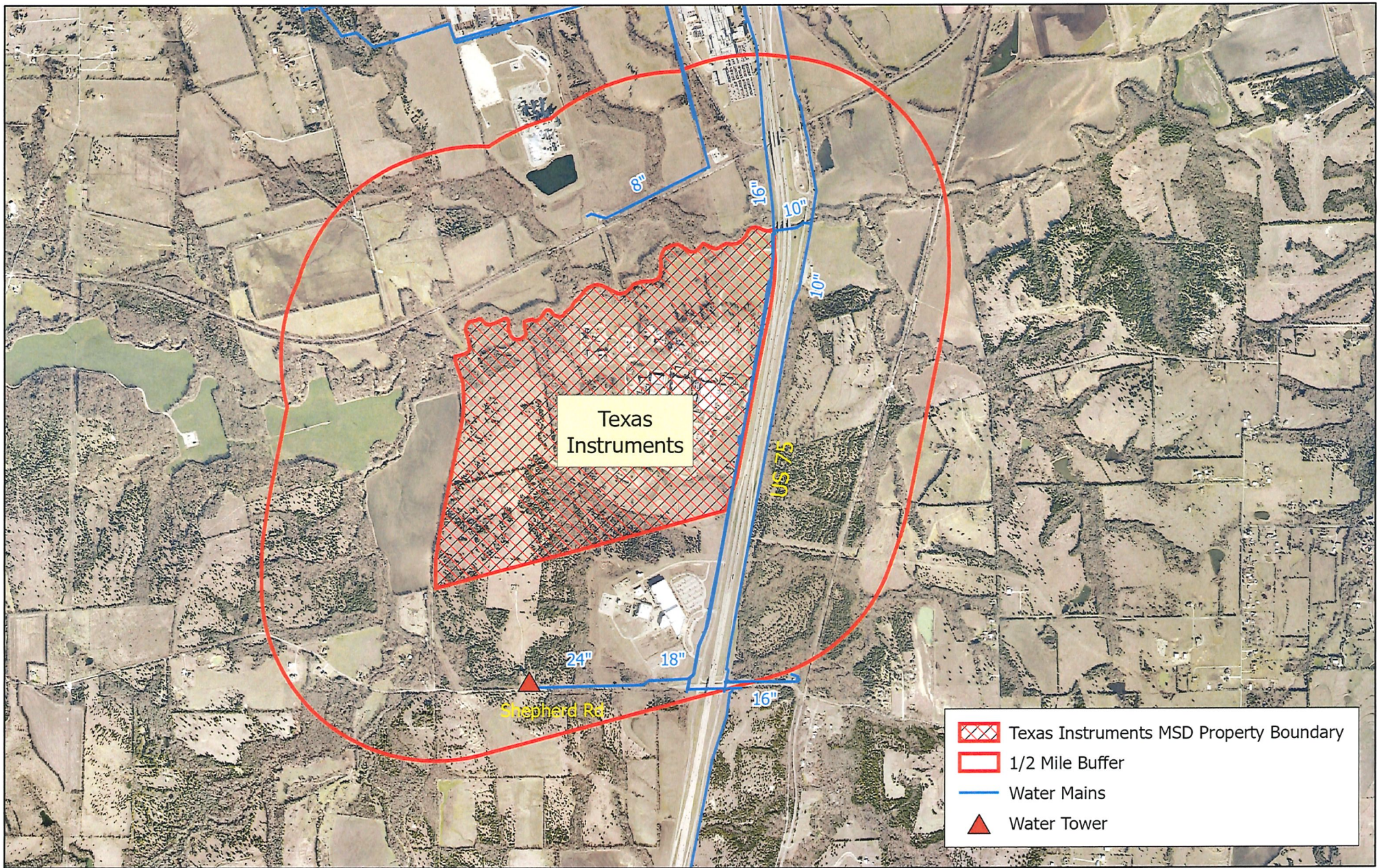
CITY OF SHERMAN

William Martin Survey, Abstract No. 765
Heirs of Sherrod Dunman Survey, Abstract No. 329
John Chronister Survey, Abstract No. 248
Grayson County, Texas

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RINGLEY & ASSOCIATES, INC.

SURVEYING • MAPPING • PLANNING
Texas Firm Registration No. 10061300
701 S. Tennessee - McKinney, Texas 75069
(972) 542-1266



City of Sherman
Texas Instruments MSD
Property Boundary





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Called Meeting

E. 2.

Meeting Date: 12/13/2021

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6442

Repealing and Replacing Resolution No. 6710; In Support of the Application of Golder Associates, Inc., on Behalf of 1201 E Pecan North Real Estate, LLC and 1201 E Pecan Holdings, LLC to the Texas Commission on Environmental Quality for a Municipal Setting Designation at 1201 E. Pecan Street in the City of Sherman, Grayson County, Texas

Issue:

Consider supporting 1201 E Pecan North Real Estate's application to the Texas Commission on Environmental Quality for a Municipal Setting Designation at 1201 E Pecan St.

Background:

An application for a Municipal Setting Designation was submitted on June 10, 2020 by Golder Associates, Inc. on behalf of 1201 E Pecan North Real Estate, LLC and 1201 E Pecan Holdings, LLC. The intent of the application is to provide data to show that groundwater contamination from past activities is either at safe levels or is contained, and not a threat to potable wells or aquifers. Halff Associates was hired to assist city staff with the review of the data submitted. Council approved Resolution No. 6729 and the resolution was included in the application to TCEQ. During TCEQ's final review, they required the resolution be changed to an Ordinance and include more specific language. The current Ordinance here tonight has been approved by TCEQ.

Origination:

Engineering

Financial Consideration:

The applicant submitted a \$5,000 application fee which was used towards the cost of the review.

Staff Recommendation:

Staff recommends supporting 1201 E Pecan North Real Estate's application to the Texas Commission on Environmental Quality for a Municipal Setting Designation at 1201 E Pecan St., Sherman, Texas.

Alternatives:

As may be directed by the City Council.

Attachments

Ordinance No. 6442

Repealing and Replacing Res # 6710

Exhibit A - Location Map

ORDINANCE NO. 6442

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS REPEALING AND REPLACING RESOLUTION NO. 6710; IN SUPPORT OF THE APPLICATION OF GOLDER ASSOCIATES, INC., ON BEHALF OF 1201 E PECAN NORTH REAL ESTATE, LLC AND 1201 E PECAN HOLDINGS, LLC TO THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY FOR A MUNICIPAL SETTING DESIGNATION AT 1201 E. PECAN STREET IN THE CITY OF SHERMAN, GRAYSON COUNTY, TEXAS; AND PROVIDING FOR AN EFFECTIVE DATE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW

WHEREAS, Chapter 361, Subchapter W of the Texas Health and Safety Code authorizes the Texas Commission on Environmental Quality (“TCEQ”) to certify Municipal Setting Designations for properties upon receipt and approval of a properly submitted application to the TCEQ; and

WHEREAS, as a part of the application to TCEQ for a Municipal Setting Designation for a site, the applicant is required to provide documentation that the application is supported by: (1) the city council of the municipality in which the site is located, (2) the city council of each municipality with a boundary located not more than one-half mile from the site, (3) the city council of each municipality that owns or operates a groundwater supply well located not more than five miles from the site, and (4) the governing body of each retail public utility, as defined by Section 13.002 of the Texas Water Code, that owns or operates a groundwater supply well located not more than five miles from the site; and

WHEREAS, Golder Associates, Inc., on behalf of 1201 E Pecan North Real Estate, LLC and 1201 E Pecan Holdings, LLC (the “Applicant”), has filed an application with the City of Sherman for a Municipal Setting Designation and is filing an application with the TCEQ for the issuance of a Municipal Setting Designation for the property located at 1201 Pecan Street, Sherman, Grayson County, Texas (the “MSD Site”), and being the same property that is the subject of Voluntary Cleanup Program No. 3017 and 3018, as shown on Figure 1, attached hereto and incorporated herein; and

WHEREAS, as a part of the application process for an MSD, the Applicant is required to provide documentation that the MSD Site is subject to an ordinance that prohibits the use of designated groundwater from beneath the property as potable waste and that appropriately restricts other use of and contact with that groundwater; and

WHEREAS, the MSD Site is located within the City of Sherman and within 5 miles of groundwater supply wells that are operated by the City of Sherman, Texas; and

WHEREAS, following the issuance of a supporting Ordinance by the City of Sherman and each additional municipality and retail public utility for which approval is required, the Applicant will submit to TCEQ an application for certification of a Municipal Setting Designation for the MSD Site pursuant to Chapter 361, Subchapter W of the Texas Health and Safety Code.

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

SECTION 1. The City Council and the City of Sherman affirmatively support the application of the Applicant to the TCEQ for certification of a Municipal Setting Designation for the MSD Site. It shall be unlawful to use designated groundwater beneath the MSD Site. The owner of the MSD Site shall record a restrictive covenant on the MSD Site property, enforceable by the Applicant and by the City of Sherman, which prohibits the use of groundwater located beneath the MSD Site as potable water and appropriately restricts other uses of and contact with that groundwater.

SECTION 2. That, upon and after the effective date of this Ordinance, the drilling of wells and the use of designated groundwater for any purpose, including but not limited to any potable purpose, excepting only: (i) wells used as monitoring wells for the collection of groundwater samples for chemical or biological laboratory analysis; and (ii) wells used for the purpose of remediation of soil or groundwater contamination, is hereby prohibited on or from any portion of the MSD Property.

SECTION 3. This Ordinance shall be effective immediately upon its passage.

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

INTRODUCED on this the 13th day of December, 2021.

ADOPTED on this the 13th day of December, 2021.

EFFECTIVE DATE on this the 13th day of December, 2021.

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. 6710

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, IN SUPPORT OF THE APPLICATION OF 1201 E. PECAN NORTH REAL ESTATE, LLC, TO THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY FOR A MUNICIPAL SETTING DESIGNATION AT 1201 E. PECAN ST., SHERMAN, GRAYSON COUNTY, TEXAS; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, Chapter 361, Subchapter W of the Texas Solid Waste Disposal Act authorizes the Texas Commission on Environmental Quality (the "TCEQ") to certify a Municipal Setting Designation (an "MSD") for a property upon receipt and approval of a properly submitted application to the TCEQ; and

WHEREAS, as part of the application to the TCEQ for an MSD, the applicant is required to provide documentation that the application is supported by the city council of each municipality with a boundary located within one-half mile of the proposed MSD location; and

WHEREAS, Presco Polymers LP, a Texas Limited Partnership (the "Applicant"), filed an application with the City of Sherman, Texas for support of a resolution seeking a Municipal Setting Designation for the site known as 1201 E. Pecan St., Sherman, Grayson County, Texas, the metes and bounds description and a map attached as Exhibit "A" (the "Site") to the TCEQ; and

WHEREAS, the Site is located within one-half mile of the boundary of the City of Sherman, Texas and, therefore, the Applicant must acquire the City of Sherman's support of the application of the MSD for the Site; and

WHEREAS, upon passage of this supporting Resolution by the City Council, the Applicant will submit to the TCEQ an application for certification of the MSD for the Site pursuant to Texas Health and Safety Code Chapter 361, Subchapter W;

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

SECTION 1. That the City Council of the City of Sherman, Texas does not oppose the establishment of a MSD for the Site and supports the Applicant's application to the TCEQ for certification of a MSD for the Site.

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the ____ day of _____, 2021.

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**

diagnose H:\ENGINEER\GIS\ArcGIS Pro Projects\Administration\Administration.aprx



Sherman
ENGINEERING DEPT.
220 W. MULBERRY
SHERMAN, TX 75090



Location Map For
1201 E Pecan Street





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Called Meeting

E. 3.

Meeting Date: 12/13/2021

Prepared By: Mary Lawrence, Director of Finance

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6443

Amending Ordinance No. 6099 and Renaming Industrial Reinvestment Zone, Number 022018-01, City of Sherman, Texas, to City of Sherman Industrial Reinvestment Zone, Number Six (#6), for the Purpose of Commercial-Industrial Tax Abatement

Issue:

To rename an industrial reinvestment zone created for the City of Sherman's Commercial-Industrial Tax Abatement Program

Background:

In 2018, the Texas Comptroller's policy for naming standards for reinvestment zones changed. The new standard requires the name of the City and sequential numbering of all reinvestment and enterprise zones. This ordinance renames this Industrial Reinvestment Zone that was created in 2018 according to the new naming standard. No other changes to the Zone or the original ordinance that established the Zone are proposed.

Origination:

Frank E. Alvarez, Senior Analyst, CPM, Texas Comptroller of Public Accounts, Data Analysis & Transparency Division

Financial Consideration:

There is no direct cost to renaming the Residential Reinvestment Zone.

Staff Recommendation:

The staff recommends approval of this ordinance and the renaming of the existing zone for this Industrial Tax Abatement Program to City of Sherman Industrial Reinvestment Zone, Number Six (#6).

Alternatives:

No alternatives are recommended.

Attachments

Ordinance No. 6443

Resolution No. 6346 approved at the March 5, 2018 City Council Meeting

Ordinance No. 6099 approved at the Feb. 19, 2018 Council Meeting

ORDINANCE NO. 6443

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING ORDINANCE NO. 6099 AND RENAMING INDUSTRIAL REINVESTMENT ZONE, NUMBER 022018-1, CITY OF SHERMAN, TEXAS, TO CITY OF SHERMAN INDUSTRIAL REINVESTMENT ZONE, NUMBER SIX (#6), FOR THE PURPOSE OF COMMERCIAL-INDUSTRIAL TAX ABATEMENT; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City Council of the City of Sherman, Texas has heretofore established Guidelines and Criteria and an Industrial Reinvestment Zone for the Commercial-Industrial Tax Abatement Program, pursuant to the provisions of Chapter 312 of the Texas Tax Code; and

WHEREAS, on February 19, 2018, the City Council of the City adopted Ordinance No. 6099, establishing Industrial Reinvestment Zone Number 022018-01, City of Sherman, Texas, for commercial-industrial tax abatement, as authorized by Chapter 312 of the Texas Tax Code, on approximately 76.763 acres of land; and

WHEREAS, said Reinvestment Zone was designated as Industrial Reinvestment Zone, Number 022018-01, City of Sherman, Texas;

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

SECTION 1. That the aforementioned Industrial Reinvestment Zone, Number 022018-1, City of Sherman, Texas, shall be renamed as “City of Sherman Industrial Reinvestment Zone, Number Six (#6)” and that Ordinance No. 6099 hereby is amended for the sole purpose of renaming said zone.

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

SECTION 3. That Ordinance No. 6099 shall remain in full force and effect, save and except as amended by this or any other Ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict, but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 4. That in the event any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional and/or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each

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

SECTION 5. That this Ordinance shall become effective from and after its adoption.

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

INTRODUCED on this the 13th day of December, 2021.

ADOPTED on this the 13th day of December, 2021.

EFFECTIVE DATE on this the 13th day of December, 2021.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

RESOLUTION NO. 6346

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT WITH FINISAR SHERMAN RE HOLDCO, LLC, A TEXAS LIMITED LIABILITY COMPANY, FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR IMPROVEMENTS WITHIN INDUSTRIAL REINVESTMENT ZONE, NUMBER 022018-01, CITY OF SHERMAN, TEXAS; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the Mayor be and is hereby authorized and directed, subject to receipt of a fully-executed agreement from Finisar Sherman RE HOLDCO, LLC, a Texas Limited Liability Company, and subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute an agreement with Finisar Sherman RE HOLDCO, LLC for the abatement of ad valorem property taxes for a period of ten (10) years, for improvements within Industrial Reinvestment Zone, Number 022018-01, City of Sherman, Texas, consisting of \$20 to \$30 million in building improvements and the installation of \$120 million in manufacturing equipment.

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.

PASSED AND APPROVED on this the 5th day of March, 2018.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: Linda Ashby
LINDA ASHBY, CITY CLERK

BY: David Plyler
DAVID PLYLER, MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

BY: Brandon S. Shelby
**BRANDON S. SHELBY,
CITY ATTORNEY**

TAX ABATEMENT AGREEMENT

THE STATE OF TEXAS §
COUNTY OF GRAYSON §
CITY OF SHERMAN §

THIS TAX ABATEMENT AGREEMENT ("Agreement") is made and entered into as of the 5th day of March, 2018 (the "Effective Date"), by and among the City of Sherman, Texas, a home rule city and municipal corporation of Grayson County, Texas, duly acting herein by and through its Mayor ("City"); and Finisar Sherman RE HOLDCO, LLC, a Texas Limited Liability Company, acting by and through its authorized officers ("Finisar"), for the purposes and considerations stated below:

W I T N E S S E T H:

WHEREAS, on the 19th day of February, 2018 the City Council of the City ("City Council") passed Ordinance No. 6099 ("Ordinance") establishing Industrial Reinvestment Zone, Number 022018-01, City of Sherman, Texas ("Zone"), for commercial-industrial tax abatement, as authorized by Chapter 312 of the Texas Tax Code, as amended ("Code"); and

WHEREAS, the City has adopted Guidelines and Criteria for the Industrial Tax Abatement Program ("Guidelines"), by the passage of Resolution No. 6080, on the 16th day of May, 2016; and

WHEREAS, the City's current Guidelines are attached as **Exhibit A** hereto; and

WHEREAS, the Guidelines constitute appropriate guidelines and criteria governing tax abatement agreements to be entered into by the City as contemplated by Chapter 312 of the Code; and

WHEREAS, the City has adopted a resolution stating that it elects to be eligible to participate in tax abatement; and

WHEREAS, Finisar currently owns the Premises, as hereinafter defined, and Finisar expects to invest \$20 million to \$30 million in facility and land with an additional \$120 million investment in manufacturing equipment (collectively, "The Improvements") on the Premises. The Improvements and use of the Premises is expected to significantly enhance the economic base of the City; and

WHEREAS, the City Council also finds that the improvements sought are feasible and practical and would be of benefit to the land to be included in the Zone and to the City after expiration of this Agreement; and

WHEREAS, the City Council finds that the terms of this Agreement and the Premises and proposed Qualified Facilities, as hereinafter defined, meet the applicable guidelines and criteria heretofore adopted by the City Council; and

WHEREAS, a copy of this Agreement has been furnished, in the manner prescribed by the Code, to the presiding officers of the governing bodies of each of the taxing units in which the Premises is located;

NOW, THEREFORE, the City, for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, which consideration includes the attraction of major investment in the Zone that contributes to the economic development of the City and enhancement of the tax base in the City and Grayson County, Texas; and

Finisar, for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, which consideration includes the tax abatement set forth herein below, as authorized by Sections 312.201 through 312.211 of the Code, does hereby contract, covenant and agree as follows:

I. DEFINITIONS

Wherever used in this Agreement, the following capitalized terms shall have the meanings ascribed to them:

- A. "FINISAR AFFILIATE" shall mean any Person, directly or indirectly controlling, controlled by, or under common control with Finisar. As used in this definition, the term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract or otherwise.
- B. "EFFECTIVE DATE" shall have the meaning given it in the introductory paragraph of this Agreement.
- C. "ELIGIBLE PROPERTY VALUE" shall mean (i) with respect to each Qualified Facility for a particular tax year, the value of such Qualified Facility on the tax rolls of the Grayson Appraisal District as of such tax year; and (ii) with respect to business personal property located on the Premises for a particular tax year, the value of such business personal property on the tax rolls of the Grayson Appraisal District as of such tax year.
- D. "FORCE MAJEURE" shall mean, without limitation, acts of God, or the public enemy, war, terrorism, criminal acts by unrelated third parties, riot, civil commotion, insurrection, governmental or de facto governmental action other than the City's legislative zoning authority, fire, explosions, floods, strikes, adverse weather, or any other extraordinary event beyond the control of Finisar (including, without limitation, broad based extraordinary economic events) that makes it reasonably impracticable to accomplish a desired objective.

- E. "PERSON" shall mean an individual or a corporation, partnership, trust, estate, unincorporated organization, association, or other entity.
- F. "PREMISES" shall mean all that parcel of land owned by Finisar as hereinafter described in **Exhibit B** attached hereto.
- G. "QUALIFIED FACILITIES" shall mean any building, improvement, structure, fixture, parking or paving constructed on the Premises.
- H. "REAL PROPERTY" and "PERSONAL PROPERTY" shall, for the purposes of this agreement, be defined by the Texas Tax Code.

II. GENERAL PROVISIONS

- A. All procedures followed by the City shall conform to the requirements of the Code, and shall be undertaken in coordination with Finisar's corporate, public, employee, and business relations requirements.
- B. The Premises will be owned by Finisar or a Finisar Affiliate, which Premises are located solely within the city limits of the City and solely within the Zone.
- C. The Premises are not in an improvement project financed by tax increment bonds.
- D. This Agreement is entered into subject to the rights of the holders of outstanding bonds of the City; provided, however, that this section shall not be construed to create a security interest in the Premises or Qualified Facilities in favor of such holders of outstanding bonds of the City.
- E. The Premises are not owned or leased by any member of the City Council or any member of the Planning and Zoning Commission of the City or any member of the governing body of any taxing unit joining in or adopting this Agreement.
- F. This Agreement is intended to comply with the requirements of Section 312.204 of the Code and is authorized by the Texas Property Redevelopment and Tax Abatement Act of the Texas Tax Code, Chapter 312, by the Guidelines and by resolution of the City Council authorizing execution of this Agreement.
- G. During the period of the tax abatement herein authorized, Finisar shall be subject to all applicable City taxation not specifically abated or exempted, including but not limited to, sales tax and ad valorem taxation on land, inventory and supplies.

III. CONDITION PRECEDENT TO TAX ABATEMENT

As a condition precedent to a tax abatement under this Agreement, Finisar or a Finisar Affiliate must substantially locate all Improvements to the Premises by January 1, 2019.

**IV.
TERM AND ABATEMENT PERIOD**

A ten (10) year tax abatement period permitted by law is hereby granted with respect to all Improvements located therein or otherwise on the Premises, as indicated in Section VI below. The tax abatement period shall commence to run beginning no later than January 1, 2019.

**V.
INITIAL AND MINIMUM TAX LIABILITY**

A. For the purposes of this Agreement, the Improvements shall reflect a minimum original acquisition cost of \$140 million.

B. During the period of tax abatement herein authorized, Finisar shall be liable to the City for a minimum taxable value assigned under Sec. V.A. for all property covered under this Agreement.

**VI.
RATE, SCOPE, CONDITIONS AND COVENANTS**

The rate and scope and additional conditions of tax abatement shall be as follows:

A. Annual Rates of Abatement – The following shall be the annual rates of tax abatement on the Improvements for the real property and the business personal property located therein and subject to this Agreement:

<i>Year</i>	<i>Percentage of Property Taxes Abated</i>
1	60%
2	60%
3	60%
4	55%
5	55%
6	55%
7	50%
8	50%
9	50%
10	50%

B. Construction Condition. Notwithstanding Section VI.A. above, if the Construction Condition is not met on or before January 1, 2019 (plus any extensions due to Force Majeure), then no tax abatements under this Agreement shall be provided.

C. Operation Covenant. Finisar shall operate the Facility in accordance with prudent industry standards and applicable law.

D. Property Tax Covenant. Throughout the term of this Agreement, Finisar shall timely pay all property taxes for the Premises and real and business personal property located therein due and owing by it to all relevant taxing jurisdictions.

E. Management Change Notice Covenant. During the term of this Agreement, Finisar shall notify the City in writing of any change of the manager of Finisar within seven (7) days of such change.

VII. REPORTING AND MONITORING

Finisar agrees to the following reporting and monitoring provisions, and failure to fully and timely comply with any one requirement shall constitute an event of default:

A. Not later than January 31 of each applicable year, Finisar shall submit to the City a certification from Finisar as to the conditions set forth in Section VI.B., C., and D.

B. Finisar shall provide to the City a semi-annual report certifying the status of compliance through the life of the Agreement of new investments and any other relevant information.

C. Finisar, during normal business hours, at its headquarters or at the Sherman plant location, shall allow to the City, its agents and employees, reasonable access to its books and records that are related to the described economic development consideration and incentives, to verify records related to economic development considerations and incentives, but the confidentiality of such records will be maintained.

D. Finisar further covenants and agrees that the City, its agents and employees, shall have a continuing and reasonable right of access to the real property, together with all Premises, Qualified Facilities and Improvements, at reasonable times and with reasonable notice to Finisar, and in accordance with Finisar's visitor access and security policies, in order to inspect the Premises, Qualified Facilities and Improvements to insure that the installation of the Improvements is in accordance with this Agreement and that all applicable state and local laws, ordinances and regulations are being followed. City, its agents and employees, shall defend, indemnify, and hold harmless Finisar from any damages or liability to persons or property arising from City, its agents and employees, entry upon Finisar's Property, unless such injury is caused by the sole negligence of Finisar, to the extent permitted by law.

E. The Premises at all times shall be used in a manner that is consistent with the general purpose of encouraging development within the Zone.

VIII.
BREACH/FAILURE TO MEET CERTAIN CONDITIONS

In the event that Finisar breaches any of the terms or conditions of this Agreement, then Finisar shall be in default of this Agreement. In the event Finisar defaults in its performance, the City shall give Finisar written notice of such default/failure of condition and, if Finisar has not cured such default/failure of condition within sixty (60) days of said written notice, then this Agreement may be terminated by the City; provided, however, that if such default is not reasonably susceptible of cure within such sixty (60) day period and Finisar has commenced and is pursuing the cure of same, then, after first advising the City Council of Finisar's efforts to cure same, Finisar may utilize an additional ninety (90) days for such purposes. Additional time, i.e., time in addition to the foregoing one hundred fifty (150) days, may be authorized by the City Council. City's sole and exclusive remedy against any Person for any breach or failure of condition under this Agreement, in the event of default after the expiration of the applicable notice and cure periods, shall be that this Agreement shall terminate and all future tax abatements under this Agreement shall be void (it being understood that the City shall not be entitled to any repayment of tax abatements under this Agreement, except as provided in Section IX below, and it being further understood that the failure to meet a covenant set forth in Section VI.B., C. or D. for any year is not a breach and results only in the loss to the right to abatement for such year). Notwithstanding any provision in this Agreement to the contrary, neither Finisar nor any other Person shall be required to pay any amounts to the City under this Agreement, with the only remedy being the loss of future tax abatements.

IX.
CONTINUITY OF OPERATIONS

Notwithstanding Section VI.A. above, if for any reason operations are suspended or cease at any point during the term of this Agreement, then no tax abatements under this Agreement shall be provided. Further, in the event of any cessation of operations, or abandonment of Premises by Finisar, all previously abated taxes are immediately due to the City.

X.
EFFECT OF SALE, ASSIGNMENT OR LEASE OF PROPERTY

This Agreement shall be binding on and inure to the benefit of the Parties and all Finisar Affiliates, their respective successors and assigns. Neither Party may assign its rights and duties hereunder, in whole or in part, without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed; provided, that Finisar may assign this Agreement and all of its rights hereunder to any Affiliate. In addition, this Agreement and all rights hereunder may be assigned for the benefit of any Financing Party including, but not limited to, an assignment to such Parties upon a foreclosure. Any assignment in violation of this Section X shall not affect any rebates with respect to which Finisar or any Finisar Affiliate is already entitled.

**XI.
NOTICE**

All notices called for or required by this Agreement shall be addressed to the following, or such other Party or address as either Party designates in writing, by certified mail, postage prepaid or by hand delivery:

Finisar:

Dr. Jeffrey Brown
VP & General Manager - Sherman
Finisar Sherman RE HOLDCO, LLC
6800 South U.S. Highway 75
Sherman, Texas 75090

City:

City Manager
City of Sherman
220 West Mulberry Street
P. O. Box 1106
Sherman, Texas 75091-1106

**XII.
CITY COUNCIL AUTHORIZATION**

This Agreement was authorized by resolution of the City Council that was approved by the affirmative vote of a majority of the City Council at its regularly scheduled City Council meeting on the 5th day of March, 2018, authorizing the Mayor to execute this Agreement on behalf of the City.

**XIII.
FINISAR AUTHORIZATION**

An authorized representative of Finisar entered into this Agreement.

**XIV.
SEVERABILITY**

In the event any section, subsection, paragraph, sentence, phrase or word is held invalid, illegal, or unenforceable, the balance of this Agreement shall stand, shall be enforceable and shall be read as if the Parties intended at all times to delete said invalid section, subsection, paragraph, sentence, phrase or word.

**XV.
ESTOPPEL CERTIFICATE**

Any Party hereto may request an estoppel certificate from another Party hereto so long as the certificate is requested in connection with a bona fide business purpose. The certificate, which will upon request be addressed to a subsequent purchaser or assignee of Finisar, shall include, but not necessarily be limited to, statements (to the actual knowledge of the Party providing such) that this Agreement is in full force and effect without default (or if default exists, the nature of default and curative action, which should be undertaken to cure same), the remaining term of this Agreement, the levels of tax abatement in effect, and such other matters reasonably requested by

the Party(ies) to receive the certificate. The City Manager for the City shall provide any such certificate on behalf of the City.

XVI. APPLICABLE LAW

This Agreement shall be construed under the laws of the State of Texas. Venue for any action under this Agreement shall be in a court located in Grayson County, Texas.

XVII. INDEMNIFICATION

A. IN ADDITION TO THE OTHER REMEDIES AFFORDED TO THE CITY IN THIS AGREEMENT, FINISAR SHALL RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY, ITS COUNCILMEMBERS, OFFICERS, EMPLOYEES, ATTORNEYS, CONTRACTORS, OR AGENTS (HEREINAFTER "CITY'S INDEMNIFIED PARTY") FOR, FROM AND AGAINST ANY AND ALL LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, COURT COSTS, ATTORNEYS' FEES AND COSTS OF INVESTIGATION, REMOVAL AND REMEDIATION, AND GOVERNMENTAL OVERSIGHT COSTS), ENVIRONMENTAL OR OTHERWISE OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON OR ENTITY DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM, OR RELATED TO (IN WHOLE OR IN PART) FINISAR'S PERFORMANCE OF ITS OBLIGATIONS PURSUANT TO THIS AGREEMENT.

B. Notice of Indemnified Loss. The City's Indemnified Party shall promptly notify Finisar of any indemnified Losses or Claim for indemnified Losses in respect of which the City's Indemnified Party may be entitled to indemnification under this Section XVII. Such notice shall be given as soon as reasonably practicable after the City's Indemnified Party becomes aware of the Loss or Claim for Losses.

C. Defense of Third Party Claims. In the event any action or proceeding shall be brought against the City's Indemnified Party by reason of any matter for which the City's Indemnified Party is indemnified hereunder, Finisar shall, upon notice from the City's Indemnified Party or its authorized agents or representatives, at Finisar's sole cost and expense, resist and defend the same with legal counsel selected by Finisar; provided, however, that Finisar shall not admit liability in any such matter on behalf of the City's Indemnified Party. Finisar's obligation to defend shall apply regardless of whether the City's Indemnified Party is solely or concurrently negligent. Nothing herein shall be deemed to prevent the City's Indemnified Party at its election and at its own expense from cooperating with Finisar and participating in the defense of any litigation by their own counsel. If Finisar fails to retain defense counsel within seven (7) business days after receipt of City's Indemnified Party written notice that the City's Indemnified Party is invoking its right to indemnification under this Agreement, the City's Indemnified Party shall have the right to retain defense counsel on their own behalf, and Finisar shall be liable for all usual and customary defense costs incurred by the City's Indemnified Party.

D. Limitation on Indemnity. The amount owing to an Indemnified Party will be the amount of the Indemnified Party's Losses net of any insurance proceeds received by the indemnified Party following a reasonable effort by the Indemnified Party to obtain such insurance proceeds.

**XVIII.
ENTIRE AGREEMENT**

This Agreement constitutes the entire Tax Abatement Agreement between the Parties, supersedes any prior understanding or written or oral tax abatement agreements or representations between the Parties, and can be modified only by written instrument subscribed to by all Parties. Notwithstanding the foregoing provision, this Agreement does not modify, alter, or amend any other agreement or instrument among the City and Finisar relating to matters other than the abatement of real property taxes with respect to the Premises and the Qualified Facilities and business personal property located on the Premises. This Agreement may be executed in multiple counterparts (and may be delivered by telecopy, in addition to other means, with originals to follow), each of which shall be considered an original.

EXECUTED the 5th day of March, 2018.

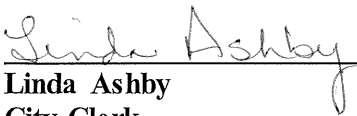
CITY OF SHERMAN, TEXAS

By: _____


David Plyler
Mayor

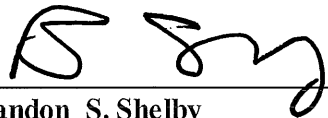
ATTEST:

By: _____

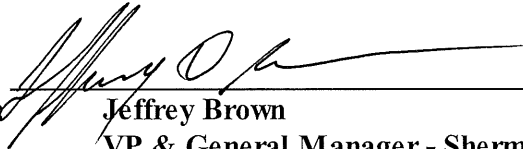

Linda Ashby
City Clerk

**CITY OF SHERMAN, TEXAS
APPROVED AS TO FORM:**

By: _____


Brandon S. Shelby
City Attorney

**FINISAR SHERMAN RE HOLDCO, LLC,
a Texas Limited Liability Company**

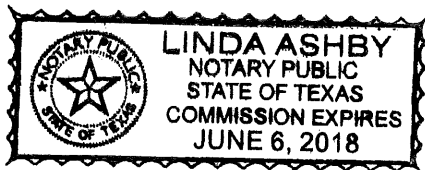
By: 
Name: Jeffrey Brown
Title: VP & General Manager - Sherman
Address: 6800 South U.S. Highway 75
Sherman, Texas 75090

MAYOR'S ACKNOWLEDGEMENT

THE STATE OF TEXAS §
COUNTY OF GRAYSON §
CITY OF SHERMAN §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared David Plyer, Mayor of the City of Sherman, Texas, a municipal corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said City of Sherman, Texas, a municipal corporation, that she was duly authorized to perform the same by appropriate resolution of the City Council for the City of Sherman and that she executed the same as the act of the said City for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 5th day of March, A.D., 2018.



Linda Ashby
Notary Public in and for the State of Texas

Linda Ashby
(Typed/Printed Name of Notary)

My Commission Expires:

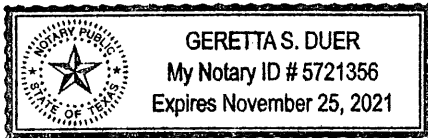
6/6/2018

FINISAR ACKNOWLEDGEMENT

THE STATE OF TEXAS §
COUNTY OF ~~GRAYSON~~ § *Collin*
CITY OF SHERMAN § *gd*

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Dr. Jeffrey Brown, VP & General Manager – Sherman for Finisar Sherman RE HOLDCO LLC, a Texas Limited Liability Company, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me he executed the same as a duly authorized officer of such corporation, and as the act and deed 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 22nd day of March, A.D., 2018.



Geretta S. Duer
Notary Public in and for the State of Texas

Geretta S. Duer
(Typed/Printed Name of Notary)

My Commission Expires:

11-25-21

**EXHIBIT A
TO TAX ABATEMENT AGREEMENT**

Comprehensive Guidelines

RESOLUTION NO. 6080

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, RENEWING GUIDELINES AND CRITERIA FOR THE CITY OF SHERMAN'S INDUSTRIAL AND COMMERCIAL TAX ABATEMENT PROGRAM TO PROMOTE DEVELOPMENT/REDEVELOPMENT IN CERTAIN AREAS OF THE CITY; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, by Resolution No. 5862, passed and approved on June 2, 2014, the City of Sherman declared its eligibility and intention to participate in the Tax Abatement Program to promote development/redevelopment in certain areas of the City and adopted Tax Abatement Guidelines and Criteria for use in all Tax Abatement Programs; and

WHEREAS, the City of Sherman is required to renew the guidelines and criteria adopted for this program every two years;

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

SECTION 1. That the City Council of the City of Sherman, Texas, hereby renews the following Tax Abatement Guidelines and Criteria for use in all Industrial and Commercial Tax Abatement Programs, as required by law:

**CITY OF SHERMAN'S
RENEWED INDUSTRIAL AND COMMERCIAL
TAX ABATEMENT GUIDELINES AND CRITERIA**

1. A tax abatement agreement must be reasonably likely to contribute to the retention or expansion of primary employment or to attract a primary employer to make a major capital investment that will benefit the City of Sherman's economic development. Primary employers are those companies whose sales, service and shipments are ultimately used in statewide, national or international markets.
2. A tax abatement agreement will not be entered into where a company is only changing its location within Grayson County, without increasing the number of employees, significantly expanding the facilities, or unless failure to grant such abatement would mean the loss of the business operation in Grayson County.
3. Tax abatement agreements will be considered for both new facilities and structures and for the expansion or modernization of existing facilities and structures.
4. The City Council of the City of Sherman will approve or deny a tax abatement request based upon the subjective evaluation of the following guidelines and criteria. The Council may

consider any advisory recommendations received from the Tax Reinvestment Advisory Committee as it may choose:

- **Employment Impact**

How many jobs will be created by this project?

How many current jobs will be retained by this project?

What types of jobs will be created or retained?

What will the annual total payroll of the created and/or retained jobs be, in current dollars and projected for each of the next five years?

- **Fiscal Impact**

How much real and personal property will be added to the tax rolls, for each tax year covered by the abatement agreement?

What is the economic life to the additional property?

What effect will this project have on existing businesses or facilities?

What is the total budget for this project, projected for each year covered by the abatement agreement?

What capital expenditures will the project require of the City of Sherman?

- **Community Impact**

What effect would the project have on the local housing market?

Is the project compatible with existing long-range or comprehensive plans?

What is the environmental impact of the project?

SECTION 2. That these Renewed Industrial and Commercial Tax Abatement Guidelines and Criteria shall be effective immediately upon the passage of this resolution.

SECTION 3. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

PASSED AND APPROVED on this the 16th day of May, 2016.

CITY OF SHERMAN, TEXAS

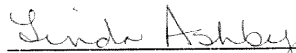
BY:



DAVID PLYLER, MAYOR

ATTEST:

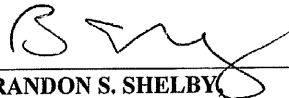
BY:



LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

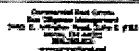
BY:



**BRANDON S. SHELBY,
CITY ATTORNEY**

EXHIBIT B
TO TAX ABATEMENT AGREEMENT

The Premises



10/10/10 10:10:10

The following information is provided for the purpose of providing information to the public and is not intended to be used for any other purpose. It is provided for the purpose of providing information to the public and is not intended to be used for any other purpose.

POST 11/11/20

THE JOURNAL OF THE AMERICAN POLITICAL SCIENCE ASSOCIATION
 MAY 1964
 VOLUME 58, NUMBER 2
 PUBLISHED BY THE AMERICAN POLITICAL SCIENCE ASSOCIATION
 1515 K STREET, N.W., WASHINGTON, D.C. 20005

National Capital Region, D.C. 20002
 Tel: 202-336-6000
 Fax: 202-336-6000
 E-mail: info@nrc.gov

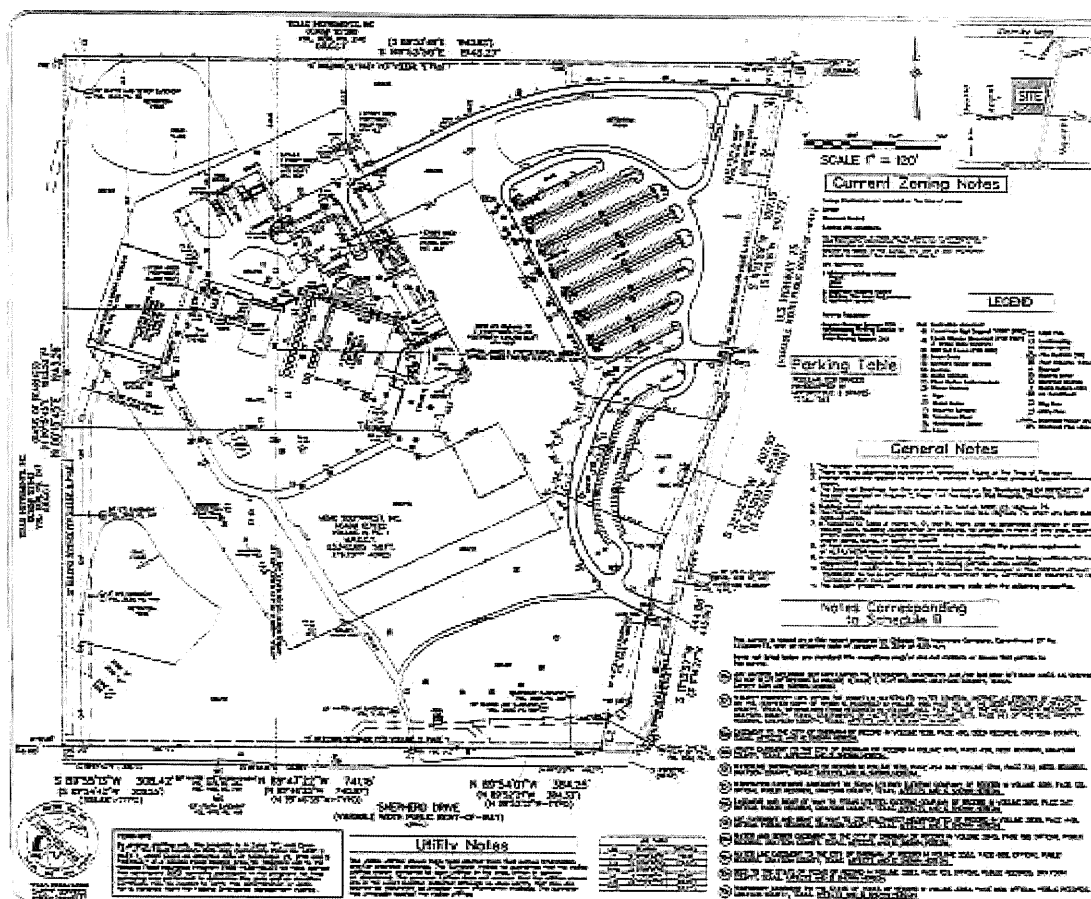
Nuclear Regulatory Commission
 Washington, D.C. 20545-0001
 Tel: 202-399-6000
 Fax: 202-399-6000
 E-mail: info@nrc.gov

[illegible][illegible]

FD-302 (Rev. 12-13-60) of 44-4726, last, along the highway for 1/2 mile (NOC) last night and was seen from approximately 1/2 mile to 1/4 mile (NOC) last night in a 1/2 mile last night and was seen from the highway for 1/2 mile (NOC) last night.

1. The first step in the process is to identify the problem or issue that needs to be addressed. This involves gathering information and understanding the context of the problem.

No representation or warranty is made as to the accuracy of the information.



Field Notes

As-Surveyed Legal Description

Being the Lot created by the final plat of MEMC southwest addition, an addition to the City of Sherman, Grayson County, Texas, according to the plat of record in Volume II, Page 1, plat records, Grayson County, Texas, and being more fully described in exhibit "A" attached.

BEGIN a 76.763 acre tract of land situated in the City of Sherman, in the James A. Foster Survey, Abstract No. 418, the Robert Foster Survey, Abstract No. 420 and the Marion G. Falera Survey, Abstract No. 427 of Grayson County, Texas and being part of the MEMC SOUTHWEST ADDITION, an addition to the City of Sherman, according to the plat thereof, recorded in Volumes II, page 1 of the Map & Plat Records of Grayson County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at 1/2 inch iron rod topped with a red plastic cap, stamped "RPLS 4701" (hereinafter referred to as "with cap"), found for the Northeast corner of and MEMC Southwest Addition, on the West right-of-way line of U.S. Highway 75 (variable width right-of-way at this point) and said point also being on the East line of that original called 470.340 acre tract of land described in a deed to Texas Instruments Incorporated, recorded in Volume 1036, Page 247 of the Deed Records of Grayson County, Texas (DRGCT);

THENCE: South 11 deg. 15 min. 59 sec. West, along the common line of said addition and highway, a distance of 1,017.15 feet Texas Department of Transportation (TXDOT) brass monument in concrete, found for the North corner of that certain called 1,506 acre tract of land described in a deed from MEMC Southwest, Inc. to the State of Texas, dated December 15, 2003 and recorded in Volume 3562, Page 651, DRGCT;

THENCE: Departing from the original East line of said MEMC Southwest Addition and along the West line of said 1,506 acre tract as follows:

South 22 deg. 32 min. 59 sec. West - 407.99 feet to a TXDOT monument found for corner;
South 11 deg. 13 min. 57 sec. West - 444.88 feet to a TXDOT monument found for corner;
South 50 deg. 56 min. 32 sec. West - 78.08 feet to a TXDOT monument found for corner;
South 11 deg. 15 min. 08 sec. West - 84.39 feet to a 1/2 inch iron rod, with cap, set for the Southwest corner of said 1,506 acre tract, on the South line of said MEMC Southwest Addition and same being the North right-of-way line of Shepherd Road as described to the City of Sherman by the above described plat recorded in Volume II, page 1 of the Map & Plat Records of Grayson County, Texas;

THENCE: Along the common line of said MEMC Southwest Addition and said Shepherd Road as follows:

North 89 deg. 54 min. 01 sec. West - 384.25 feet to a 1/2 inch iron rod, with cap found for corner;
North 89 deg. 47 min. 22 sec. West - 741.16 feet to a 1/2 inch iron rod, with cap found for corner;
South 89 deg. 55 min. 13 sec. West - 308.42 feet to a 1/2 inch iron rod, with cap, found for the Southwest corner of said MEMC Southwest Addition and same being the East line of the above described Texas Instruments Incorporated original 470.340 acre tract;

THENCE: North 00 deg. 15 min. 45 sec. East, along the common line of said MEMC Southwest Addition and said Texas Instruments tract, a distance of 1,943.28 feet to a 1/2 inch iron rod, with cap, found for the Northwest corner of said MEMC Southwest Addition;

THENCE: South 89 deg. 53 min. 56 sec. East, continuing along the common line of said addition and said Texas Instrument tract, a distance of 1,943.27 feet to the POINT OF BEGINNING and containing 3,343,764 square feet 76.763 acres of land, more or less.

The above description describes the same property described in Title Commitment GF No. 4712009475, issued by Chicago Title Insurance Company with and effective date of January 25, 2016 at 8:00 a.m.

Printed by: 1621114671102051612009475 - 02/18/2016 - 10:58 AM - Sheet 1 of 2

INDUSTRIAL REINVESTMENT ZONE, NUMBER 022018-01,
CITY OF SHERMAN, TEXAS
VICINITY MAP



ORDINANCE NO. 6099

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, DESIGNATING A CERTAIN AREA AS INDUSTRIAL REINVESTMENT ZONE, NUMBER 022018-01, CITY OF SHERMAN, TEXAS, PROVIDING FOR THE ESTABLISHMENT OF AGREEMENTS WITHIN THE ZONE, AND OTHER MATTERS RELATING THERETO; PROVIDING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE FOR THE COMMENCEMENT OF THE REINVESTMENT ZONE AND THIS ORDINANCE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City Council of the City of Sherman, Texas (the "City"), desires to promote the development or redevelopment of a certain contiguous geographic area within its jurisdiction by the creation of a Reinvestment Zone, as codified in Chapter 312 of the Texas Tax Code (the "CODE"); and

WHEREAS, a hearing before the City Council was set for 5:00 p.m. on the 19th day of February, 2018, such date being at least seven (7) days after the date of publication of the notice of such public hearing in a newspaper of general circulation in the City of Sherman; and

WHEREAS, the City has called a public hearing and published notice of such public hearing, and has properly notified the proper officials of Grayson County, Grayson County College, and Sherman Independent School District, as required by the CODE; and

WHEREAS, upon such hearing being convened, there was presented proper proof and evidence that notices of such hearing had been published and mailed as described above; and

WHEREAS, the City at such hearing invited any interested person, or his attorney, to appear and contend for or against the creation of the Reinvestment Zone, whether all or part of the territory, which is described by a metes and bounds description attached hereto as Exhibit "A" and depicted in the drawing attached hereto as Exhibit "B", should be included in such proposed Reinvestment Zone; and

WHEREAS, all owners of property located within the proposed Reinvestment Zone, and all other taxing units and other interested persons, were given the opportunity at such public hearing to protest the creation of the proposed Reinvestment Zone or the inclusion of their property in such Reinvestment Zone; and

WHEREAS, the proponents of the Reinvestment Zone offered evidence, both oral and documentary, in favor of all of the foregoing matters relating to the creation of the Reinvestment Zone, and no opponents of the Reinvestment Zone appeared to contest creation of the Reinvestment Zone; and

WHEREAS, after considering all testimony and evidence offered at the public hearing, the City Council finds that improvements in the Reinvestment Zone will enhance significantly the value of all taxable real property in the Zone, will be of general benefit to the City of Sherman, and that it will be in the public interest to pass this ordinance creating a Reinvestment Zone;

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

SECTION 1. That the facts and recitations contained in the preamble of this ordinance are hereby found and declared to be true and correct.

SECTION 2. That the City, after conducting such hearing and having heard such evidence and testimony, has made the following findings and determinations based on the evidence and testimony presented to it:

- (a) That the public hearing on adoption of the Reinvestment Zone has been properly called, held and conducted, and that notice of such hearing has been published as required by law;
- (b) That the City has jurisdiction to hold and conduct this public hearing on the creation of the proposed Reinvestment Zone, pursuant to the CODE;
- (c) That creation of the proposed Zone, with boundaries as described in Exhibits "A" and "B", will result in benefits to the City, its residents and property owners, and to the property, residents and property owners in the Reinvestment Zone; and
- (d) That the Reinvestment Zone, as defined in Exhibits "A" and "B", meets the criteria for the creation of a Reinvestment Zone as set forth in Section 312.202 of the CODE in that:
 - (1) It is a contiguous geographic area located wholly within the corporate limits of the City.
 - (2) The area will reasonably be likely, as a result of the designation, to contribute to the retention or expansion of primary employment or to attract major investment in the Zone that would be a benefit to the property and that would contribute to the economic development of the City.
 - (3) No part of the property in the Reinvestment Zone is owned or leased by a member of the governing body of the City or Town, or by a member of a zoning or planning board or commission of the City.
 - (4) Improvements in the Reinvestment Zone will enhance significantly the value of all taxable real property in the Reinvestment Zone.

SECTION 3. That the City hereby creates a Reinvestment Zone over the area described by the description in Exhibit "A", attached hereto and depicted in a drawing attached hereto as Exhibit "B", and such Reinvestment Zone shall hereafter be identified as the Industrial Reinvestment Zone, Number 022018-01, City of Sherman, Texas (the "Zone").

SECTION 4. That the written agreement(s) as provided in the CODE, with the owners of the property located within the Reinvestment Zone, is hereby authorized for a period of up to ten (10) years, and the written agreement(s) shall provide an exemption from taxation of the increased value in the real and/or personal property in the percentages and for the years to be established in the agreements.

SECTION 5. That, if any section, paragraph, clause, or provision of this ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this ordinance.

SECTION 6. That it is hereby officially found, determined, and declared that a sufficient written notice of the date, hour, place, and subject of the meeting of the City Council at which this ordinance was adopted was posted at a place convenient and readily accessible at all times to the general public at the City Hall of the City for the time required by law preceding this meeting, as required by the Texas Open Meetings Act, Chapter 551 of the Government Code, as amended, and that this meeting has been open to the public as required by law at all times during which this ordinance and the subject matter hereof has been discussed, considered, and formally acted upon. The City Council further ratifies, approves, and confirms such written notice and the contents and posting thereof.

SECTION 7. That the contents of the notice of public hearing, which hearing was held before the City Council on the 19th day of February, 2018, and the publication of said notices, is hereby ratified, approved, and confirmed.

INTRODUCED on this the 19th day of February, 2018.

ADOPTED on this the 19th day of February, 2018.

EFFECTIVE DATE on this the 19th day of February, 2018.

CITY OF SHERMAN, TEXAS

BY:



DAVID PLYLER, MAYOR

ATTEST:

BY: Linda Ashby
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM
AND CONTENT:

BY: BS
BRANDON S. SHELBY,
CITY ATTORNEY

EXHIBIT "A"
INDUSTRIAL REINVESTMENT ZONE, NUMBER 022018-01,
CITY OF SHERMAN, TEXAS
FIELD NOTES

As-Surveyed Legal Description

Being the Lot created by the final plat of MEMC southwest addition, an addition to the City of Sherman, Grayson County, Texas, according to the plat of record in Volume 11, Page 1, plat records, Grayson County, Texas, and being more fully described in exhibit "A" attached.

BEING a 76.763 acre tract of land situated in the City of Sherman, in the James A. Foster Survey, Abstract No. 418, the Robert Foster Survey, Abstract No. 420 and the Marton G. Fellers Survey, Abstract No. 427 of Grayson County, Texas and being part of the MEMC SOUTHWEST ADDITION, an addition to the City of Sherman, according to the plat thereof, recorded in Volume 11, page 1 of the Map & Plat Records of Grayson County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at 1/2 inch iron rod topped with a red plastic cap, stamped "RPLS 4701" (hereinafter referred to as "with cap"), found for the Northeast corner of said MEMC Southwest Addition, on the West right-of-way line of U.S. Highway 75 (variable width right-of-way at this point) and said point also being on the East line of that certain called 1506 acre tract of land described in a deed from MEMC Southwest, Inc. to the State of Texas, dated December 15, 2003 and recorded in Volume 3562, Page 651, DRGCT;

THENCE: South 11 deg. 13 min. 59 sec. West, along the common line of said addition and highway, a distance of 1,017.15 feet Texas Department of Transportation (TXDOT) brass monument in concrete, found for the North corner of that certain called 1506 acre tract of land described in a deed from MEMC Southwest, Inc. to the State of Texas, dated December 15, 2003 and recorded in Volume 3562, Page 651, DRGCT;

THENCE: Departing from the original East line of said MEMC Southwest Addition and along the West line of said 1506 acre tract as follows:

South 22 deg. 32 min. 59 sec. West - 407.99 feet to a TXDOT monument found for corner;
South 11 deg. 13 min. 57 sec. West - 444.88 feet to a TXDOT monument found for corner;
South 50 deg. 56 min. 32 sec. West - 78.08 feet to a TXDOT monument found for corner;
South 11 deg. 15 min. 08 sec. West - 84.36 feet to a 1/2 inch iron rod, with cap, set for the Southwest corner of said 1506 acre tract, on the South line of said MEMC Southwest Addition and same being the North right-of-way line of Shepherd Road as described to the City of Sherman by the above described plat recorded in Volume 11, page 1 of the Map & Plat Records of Grayson County, Texas;

THENCE: Along the common line of said MEMC Southwest Addition and said Shepherd Road as follows:

North 89 deg. 54 min. 01 sec. West - 384.25 feet to a 1/2 inch iron rod, with cap found for corner;
North 89 deg. 47 min. 22 sec. West - 741.16 feet to a 1/2 inch iron rod, with cap found for corner;
South 89 deg. 55 min. 13 sec. West - 308.42 feet to a 1/2 inch iron rod, with cap, found for the Southwest corner of said MEMC Southwest Addition and same being the East line of the above described Texas Instruments Incorporated original 470.340 acre tract;

THENCE: North 00 deg. 15 min. 45 sec. East, along the common line of said MEMC Southwest Addition and said Texas Instruments tract, a distance of 1,943.26 feet to a 1/2 inch iron rod, with cap, found for the Northwest corner of said MEMC Southwest Addition;

THENCE: South 89 deg. 53 min. 56 sec. East, continuing along the common line of said addition and said Texas Instruments tract, a distance of 1,943.27 feet to the POINT OF BEGINNING and containing 3,343,764 square feet 76.763 acres of land, more or less.

The above description describes the same property described in Title Commitment GF No. 4712009475, Issued by Chicago Title Insurance Company with and effective date of January 25, 2016 at 8:00 a.m.

Sheet 2 of 2

EXHIBIT "B"
INDUSTRIAL REINVESTMENT ZONE, NUMBER 022018-01,
CITY OF SHERMAN, TEXAS
DRAWING

American National

Commercial Real Estate
 1401 S. Washington, Suite 100
 Sherman, TX 79149
 (940) 891-1111
 www.american-national.com

ALTA/ACSM Land Title Survey

Surveyor's Certificate
 I, **Michael J. McCall**, a duly Licensed Professional Surveyor in the State of Texas, do hereby certify that I am the author of this survey and that it was made by me or under my direct supervision and that I am a duly Licensed Professional Surveyor in the State of Texas.

The date of this map or plan is February 12, 2018.

PRELIMINARY
 This is a preliminary survey and is not to be used for any purpose other than to show the location of the proposed improvements and the location of the easements and encroachments.

The date of this map or plan is February 12, 2018.

Surveyor's Seal
 Michael J. McCall
 License No. 12345
 State of Texas

Recorded Legal Description

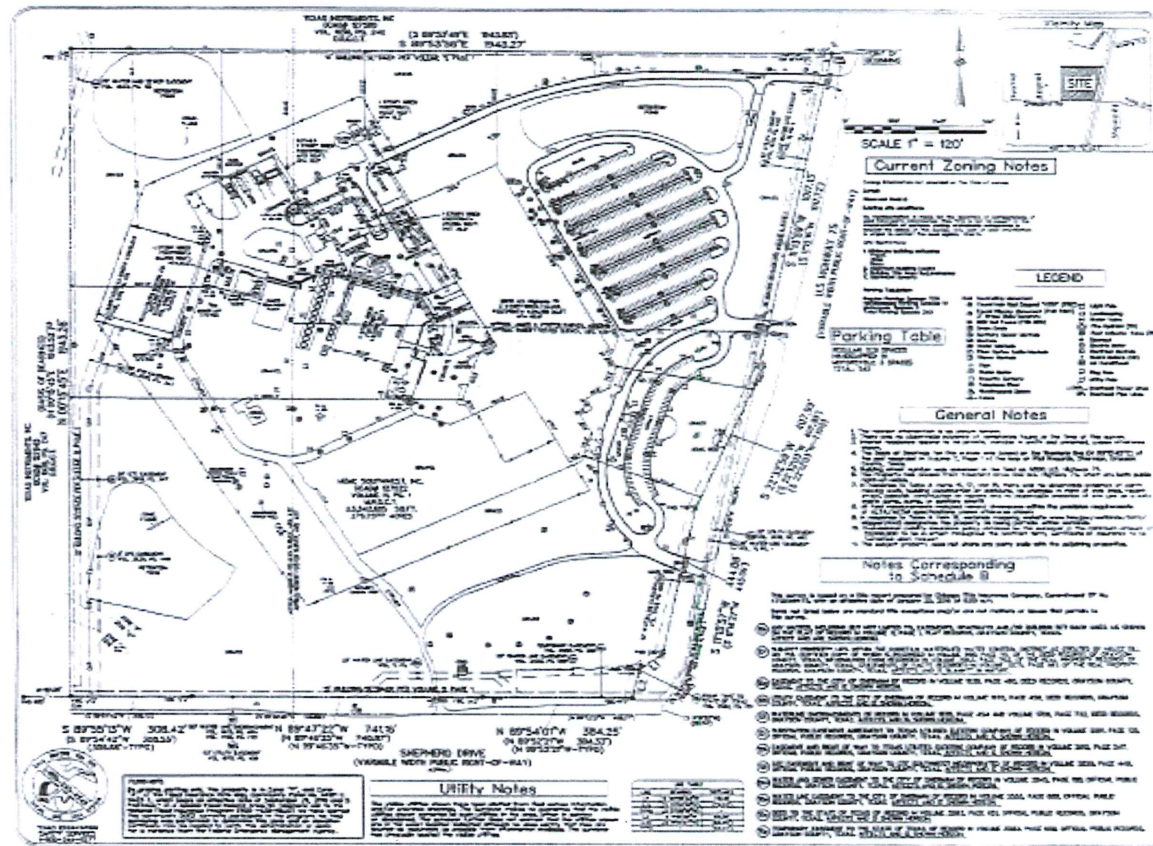
This is a preliminary survey and is not to be used for any purpose other than to show the location of the proposed improvements and the location of the easements and encroachments.

The date of this map or plan is February 12, 2018.

Surveyor's Seal
 Michael J. McCall
 License No. 12345
 State of Texas

Encroachment Statement

No encroachments or other matters were observed at the time of survey.



INDUSTRIAL REINVESTMENT ZONE, NUMBER 022018-01,
CITY OF SHERMAN, TEXAS
VICINITY MAP





City Council Called Meeting

E. 4.

Meeting Date: 12/13/2021

Approved By: Robby Hefton, City Manager

Caption:

ADOPTION OF ORDINANCES

Consider Adoption of Ordinance Numbers 6441, 6442 & 6443

Issue:

E. 1. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6441

Repealing and Replacing Resolution No. 6729; Supporting Halff Associates, Inc.'s Application on Behalf of the Applicant Texas Instruments Incorporated to the Texas Commission on Environmental Quality for a Municipal Setting Designation at 6412 U.S. Highway 75S, Sherman, Grayson County, Texas

E. 2. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6442

Repealing and Replacing Resolution No. 6710; In Support of the Application of Golder Associates, Inc., on Behalf of 1201 E Pecan North Real Estate, LLC and 1201 E Pecan Holdings, LLC to the Texas Commission on Environmental Quality for a Municipal Setting Designation at 1201 E. Pecan Street in the City of Sherman, Grayson County, Texas

E. 3. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6443

Amending Ordinance No. 6099 and Renaming Industrial Reinvestment Zone, Number 022018-01, City of Sherman, Texas, to City of Sherman Industrial Reinvestment Zone, Number Six (#6), for the Purpose of Commercial-Industrial Tax Abatement



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Called Meeting

F. 1.

Meeting Date: 12/13/2021

Prepared By: Zachary Flores, Police Chief

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6827 (NO ACTION TAKEN AT THE SEPTEMBER 7, 2021 MEETING)

Authorizing Execution of a Contract with Grayson County, Texas, for Use of the City of Sherman Animal Shelter

Issue:

Execute contract with Grayson County for use of the City of Sherman Animal Shelter through March 31, 2022.

Background:

The City of Sherman Animal Shelter is the only animal shelter in Grayson County. All municipalities (excluding Denison) and Grayson County bring their animals to our shelter. This contract is for the County to continue to use our shelter. The proposed contract changes are to increase fees to \$250 per animal to cover three (3) days of shelter and meals, and for each day thereafter, Grayson County shall pay Sherman \$50 per day until such time as the court order authorizes Sherman to immediately euthanize the animal or it is released to a designated person or entity by court order .

The initial term of this Agreement shall commence on December 14, 2021, and shall continue in effect until April 1, 2022, unless terminated earlier as provided in this Agreement or by law.

Origination:

Grayson County
City Manager's Office
Animal Services Department

Financial Consideration:

The contract calls for payment to the City on a per-animal basis of \$250 per animal for three (3) days and \$50 dollars for each day thereafter.

Staff Recommendation:

Staff recommends approval of this contract.

Alternatives:

The Council could elect not to approve this contract or elect new rates different than those proposed.

Attachments

Resolution No. 6827

Animal Shelter Contract

RESOLUTION NO. 6827

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A CONTRACT WITH GRAYSON COUNTY, TEXAS, FOR USE OF THE CITY OF SHERMAN ANIMAL SHELTER; 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 contract with Grayson County, Texas, for use of the City of Sherman Animal Shelter, in accordance with the terms and provisions of the contract, 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 13th day of December, 2021.

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 PITTMAN, CITY ATTORNEY

INTERLOCAL AGREEMENT FOR ANIMAL SHELTER SERVICES

This Interlocal Agreement for Animal Shelter Services ("Agreement") is entered into by and between the CITY OF SHERMAN, TEXAS, a home-rule municipality ("Sherman"), and GRAYSON COUNTY, TEXAS, a political subdivision of the State of Texas ("Grayson County"). Sherman and Grayson County are at times each referred to herein as a "party" or collectively as the "parties."

WHEREAS, Sherman owns, operates and maintains an animal shelter located at 1800 East Ida Road, Sherman, Texas ("Shelter"), in accordance with Chapter 823 of the Texas Health and Safety Code and Sherman's home-rule authority; and

WHEREAS, Grayson County desires to procure through this Agreement the services of Sherman for the humane treatment and housing of lost and abandoned animals throughout Grayson County's jurisdictional area; and

WHEREAS, each party represents that it is independently authorized to perform the functions or services contemplated by this Agreement; and

WHEREAS, each party has found that it is in the best interests of its respective taxpayers and other stakeholders to enter into this Agreement pursuant to Chapter 791 of the Texas Government Code (otherwise known as the Interlocal Cooperation Act), as amended; and

WHEREAS, the provision of animal shelter services is a governmental function that serves the public health, safety and welfare and is of mutual concern to the parties; and

WHEREAS, each party paying for the performance of governmental functions or services is making those payments from current revenues available to the paying party and all payments are in an amount that fairly compensates the performing party for the services or functions performed under this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, Sherman and Grayson County hereby agree as follows:

1. **Term.** The initial term of this Agreement shall commence on December 14, 2021, and shall continue in effect until April 1, 2022, unless terminated earlier as provided in this Agreement or by law.
2. **Shelter Operations.**
 - a. **Operation of Shelter; Personnel.** Sherman shall operate the Shelter and have authority to make all decisions regarding Shelter operations, including scheduling, personnel, budgeting, funding, animal care and treatment, maintenance and capital improvements. Unless otherwise determined by Sherman, the Shelter shall be open to the public from 10:00 a.m. to 4:00 p.m., Monday, Tuesday, Thursday, Friday and Saturday, except on federal holidays. Persons employed to work at the Shelter shall be Sherman employees, subject to the exclusive direction and control

of Sherman.

- b. Acceptance of Animals. Grayson County is entitled to deliver animals to the Shelter on a space-available basis. If the Shelter reaches maximum capacity, Sherman shall provide written notice of the same to Grayson County, at which time the Shelter will stop accepting animals until space becomes available. Authorized employees of Grayson County shall have access to portions of the Shelter designated by Sherman for the purpose of delivering animals; provided, however, that Sherman shall be entitled to revoke this right, as determined by Sherman. All authorized employees of Grayson County who access the Shelter shall secure the Shelter when they leave the premises if such access occurs when the Shelter is not open to the public. In no event is an employee of Sherman required to open the Shelter at Grayson County's request, including at a time other than normal shelter operating hours or days, but in the event the Sherman agrees to such a request from Grayson County, Grayson County shall be responsible for the payment of any usual and customary overtime charges incurred by Sherman. In the event a Sherman animal services officer considers an animal delivered by Grayson County to be unfit for housing or acceptance at the Shelter because of illness or other conditions, Sherman shall be entitled to refuse delivery of the animal, and in such an event, Grayson County shall obtain appropriate medical care from a licensed veterinarian before the animal is eligible to be accepted at the Shelter.
- c. Control of Animals. Grayson County agrees that all animals it delivers to the Shelter that are not retrieved by a verified owner of the animal within seventy-two (72) hours of delivery by Grayson County shall become the property of Sherman and may be placed for adoption, transferred or euthanized on the same basis and in the same manner as Sherman does for animals not delivered by Grayson County, except as may otherwise be required by law or court order.
- d. Animal Care. Sherman shall house, feed and care for (or locate appropriate care and housing for) all animals delivered to the Shelter by Grayson County. Grayson County shall promptly advise the Sherman animal services officer on duty at the Shelter of any known illnesses or behavioral or other conditions of any animal delivered by Grayson County to the Shelter.
- e. Designated Representative. Each party shall designate, in writing or by email, one individual to serve as the contact person between Sherman and Grayson County for all operational matters relating to this Agreement.
- f. Services outside Scope of this Agreement. The parties agree that this Agreement shall not obligate Sherman to provide the following services for Grayson County: (1) routine or preventive patrol or other law enforcement activities outside the jurisdictional limits of Sherman; (2) enforcement of Grayson County regulations on animal control; (3) capture or impoundment of animals outside the jurisdictional limits of Sherman; (4) capture or eradication of wildlife such as coyotes, deer and hogs outside the jurisdictional limits of Sherman.

3. Compensation.

- a. Grayson County shall pay Sherman a fee of Two Hundred Fifty Dollars (\$250.00) per animal delivered to the Shelter by or on behalf of Grayson County, except for animals delivered by or on behalf of Grayson County under a court order duly issued by a district, county court at law or justice of the peace court requiring placement of the animal in the Shelter ("Court-Ordered Impoundments"), addressed in Subsection (b) below. In addition to this fee, Grayson County shall pay or reimburse Sherman for all necessary veterinary care and required overtime services incurred by Sherman as a result of each animal delivered to the Shelter by or on behalf of Grayson County, including Court-Ordered Impoundments. Sherman shall keep accurate records of each animal delivered to the Shelter by or on behalf of Grayson County and shall send an invoice to Grayson County for all fees and costs due under this Agreement on a monthly basis. Grayson County shall pay Sherman the amount of each such invoice within thirty (30) days of receipt of the same.
- b. For Court-Ordered Impoundments, Grayson County shall pay Sherman a fee of Two Hundred Fifty Dollars (\$250.00) per animal to cover three (3) days of shelter and meals, and for each day thereafter, Grayson County shall pay Sherman Fifty dollars (\$50) per day until such time as the court order authorizes Sherman to immediately euthanize the animal or it is released to a designated person or entity by court order.
- c. Non-appropriation. The parties acknowledge and agree that the continuation of any services or obligations under this Agreement after the close of any given fiscal year of a party shall be subject to approval by the respective governing bodies of the parties. In the event that a party's governing body does not approve the appropriation of funds for this Agreement, the term of this Agreement shall expire at the end of the fiscal year for which funds were appropriated, and the parties shall have no further obligations hereunder, except that Grayson County shall be obligated to pay monies owed Sherman for services it has provided pursuant to this Agreement through the end of that fiscal year.

4. Termination. This Agreement may be terminated on the occurrence of either of the following:

- a. Either party may terminate this Agreement by providing the other party written notice of termination at least thirty (30) days prior to the anticipated date of termination; or
- b. Upon the mutual agreement of the parties, executed in writing by both parties, without the requisite thirty (30) day prior written notice.

In the event of a termination, Sherman shall be compensated through the date of termination. Receipt of payment shall not constitute a waiver of any claim that may otherwise arise out of this Agreement.

5. **Liability.** Grayson County agrees that Sherman shall not, under any circumstance, be liable or responsible for any claim, demand or judgment for damages (personal or property), injury (including death) or otherwise that may, directly or indirectly, in whole or in part, result from or arise out of the operation or maintenance of the Shelter and/or any other act or omission relating, directly or indirectly, to the Shelter or the services or obligations under this Agreement, in whole or in part.

6. **Miscellaneous Provisions.**

- a. **Consideration.** This Agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the parties hereto.
- b. **Notice.** Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested, or be delivered the same in person to such party via a hand-delivery service, Federal Express 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 Grayson County, to: Grayson County
Attn: Judge Bill Magers
100 W. Houston
Sherman, Texas 75090

If to Sherman, to: City of Sherman
Attn: Robby Hefton, City Manager
220 W. Mulberry Street
Sherman, TX 75090

- c. **Entire Agreement.** This Agreement represents the entire and integrated agreement between the parties regarding the subject matter hereof and supersedes all prior negotiations, representations and/or agreements, either written or oral, between the parties regarding the subject matter of this Agreement. This Agreement may be amended only by a written instrument signed by both parties.
- d. **Venue and Governing Law.** This Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas, and both parties agree that venue shall be in Grayson County, Texas.
- e. **Binding Effect.** This Agreement shall be binding on and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns when permitted by this Agreement.

- f. Authority to Execute. The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.
- g. Severability. The provisions of this Agreement are severable. In the event that any paragraph, section, subdivision, sentence, clause or phrase of this Agreement shall be found to be contrary to the law, or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of this Agreement.
- h. 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.
- i. Assignment. This Agreement is not assignable without the written consent of both parties.
- j. Immunity. It is expressly understood and agreed that, in the execution and performance of this Agreement, the parties have not waived, nor shall be deemed hereby to have waived, any immunity, governmental, sovereign and/or official, or defense that would otherwise be available to them against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.
- k. Representations. Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that each party has had an opportunity to confer with counsel on the matters contained herein.
- l. Drafting Provisions. This Agreement shall be deemed to have been drafted equally by all parties hereto. The language of all parts of this Agreement shall be constructed as a whole according to its fair and common meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this Agreement.
- m. Independent Contractor. Except as otherwise expressly provided herein, the parties agree that each entity is not an agent of the other entity and that each entity is responsible for its own acts, forbearance, negligence and deeds, and for those of

its agents or employees in conjunction with the performance of work covered under this Agreement.

- n. 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.

[Signature page follows.]

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

GRAYSON COUNTY, TEXAS

CITY OF SHERMAN, TEXAS

Bill Magers, County Judge

Date: _____

ATTEST:

Robby Hefton, City Manager

Date: _____

ATTEST:

Linda Ashby, City Clerk

APPROVED AS TO FORM:

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



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Called Meeting

F. 2.

Meeting Date: 12/13/2021

Prepared By: Zachary Flores, Police Chief

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6828

Authorizing Execution of Amendment No. 2 of the Standard Form of Agreement Between Owner and Architect between the City of Sherman and Hidell and Associates Architects, Inc. for the Design of the New Sherman Police Department Headquarters to Reflect the Increase in Project Scope to Include the Lift Station Design and Coordination, Additional Topographic Survey Information and Geotech Report for the Proposed Lift Station Location.

Issue:

To consider a contract for professional services with Hidell and Associates Architects, Inc. for design of the new Sherman Police Department Headquarters

Background:

The Sherman Police Department received approval during the fiscal year 2021 Budget Workshop to move forward with the design of a new police headquarters. The City Council approved Resolution No. 6671 to execute the Standard Form of Agreement Between Owner and Architects between the City of Sherman and Hidell and Associates Architects, Inc. for the Design of the new Sherman police department headquarters. The original contract with Hidell intentionally did not include consulting services for lift station design and coordination, as Engineering staff hoped a lift station would not be required. Amendment No 2 will reflect the increase in project scope for those services now that City Engineering staff has assessed the need for these services.

Origination:

Sherman Police Department
City Manager

Financial Consideration:

The original total for Basic A/E Services, Supplemental Services and Construction Administration Services is \$934,604.00. Amendment No. 1 included services for revised framing and slab for a total of \$26,600. These fees are within the budgeted amount, with funding available in the Capital Improvements Program fund.

Amendment No. 2 will increase the contract fee by \$47,550 to reflect the increase in scope for the following services:

Lift Station Engineering Consultant: \$38,200

Geotech Report: \$2,550

Civil Engineering Coordination \$3,800

Architectural Coordination \$3,000

Total Addition Service Fee \$47,550. Design and construction of the lift station will be paid through Utility Funds.

Staff Recommendation:

It is recommended that the contract for Amendment No. 2 for professional services with Hidell and Associates Architects, Inc. for design of the new Sherman Police Department Headquarters be approved.

Alternatives:

As may be directed by the City Council

Attachments

Resolution No. 6828

Contract Amendment No. 2

Contract Amendment No. 1

Original Agreement

Exhibit A - Contract Proposal

Aerial Location Map

RESOLUTION NO. 6828

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AMENDMENT NO. 2 OF THE STANDARD FORM OF AGREEMENT BETWEEN OWNER AND ARCHITECT BETWEEN THE CITY OF SHERMAN AND HIDEELL AND ASSOCIATES ARCHITECTS, INC. FOR THE DESIGN OF THE NEW SHERMAN POLICE DEPARTMENT HEADQUARTERS TO REFLECT THE INCREASE IN PROJECT SCOPE TO INCLUDE THE LIFT STATION DESIGN AND COORDINATION, ADDITIONAL TOPOGRAPHIC SURVEY INFORMATION AND GEOTECH REPORT FOR THE PROPOSED LIFT STATION LOCATION ; 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 of the Standard Form of Agreement Between Owner and Architect with Hidell and Associates, Inc. for design of the new Sherman Police Department Headquarters, 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 13th day of December, 2021.

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

December 8, 2021

Assistant Chief Jeffcoat
Sherman Police Department
City of Sherman
317 S Travis
Sherman, TX 75090

Re: Additional Services – Lift Station

Jason,

We are requesting that our Contract Fee be amended in the amount of \$47,550 to reflect the increase in project scope to include the lift station design and coordination, additional topographic survey information and Geotech report for the proposed lift station location. The original contract did not include these services. The lift station will be designed to connect both the existing fire station and new police station. Included with this letter are the fee proposals from Freeman Millican, Inc (Lift Station Consultant) and D&S Engineering (Geotech Report). The fee breakdown is as follows:

Lift Station Consultant:	\$38,200
Geotech Report:	\$2,550
Civil Engineering Coordination	\$3,800
Architectural Coordination	<u>\$3,000</u>
Total Addition Service Fee	\$47,550

I look forward to your comments.



Aaron Babcock
Hidell and Associates Architects

November 30, 2021

Mr. Johnathan Hake
Cross Engineering Consultants, Inc.
Email: jhake@crossengineering.biz

**Re: Police Department Headquarters Lift Station, Force Main Gravity Sewer – City of Sherman
Professional Services Proposal & Agreement**

It is our understanding that Cross Engineering Consultants, Inc. (Cross) desires to have Freeman-Millican, Inc. (FMI) provide Engineering Design Services for the design of a new packaged submersible pump lift station, approximately 1,000 linear feet of force main, and gravity sewer line from the existing Fire Department to the proposed lift station. The lift station will serve the proposed Police Station Headquarters and existing Fire Department complex, located on the north end of Northgate Dr. The lift station design shall conform to the City of Sherman requirements and 30 TAC§217.

FMI will prepare a Design Report, Construction Plans and Technical Specifications for the new submersible pump lift station and force main. Easement acquisition may be required for the lift station and/or the force main. The incoming gravity sewer from the Police Department is assumed to be designed by Cross.

The report, plans, and specifications shall conform to City of Sherman and the Texas Commission of Environmental Quality (TCEQ) requirements. The lift station is anticipated to generally consist of the following:

1. Duplex submersible/grinder lift station
2. wet well and above grade valve box
3. SCADA per City of Sherman requirements
4. Site work – fence, fence gate, gravel or concrete pavement, and site finish grading.

SCOPE OF SERVICES

PHASE 1

A. DUE DILLIGENCE

- a. Up to 2 meetings with City of Sherman staff and Cross Engineering staff to discuss design concept and project scheduling.
- b. Gather relevant record drawings of existing facilities, building and ground data of surrounding areas.
- c. Confirm location of proposed lift station, gravity sewer and force main alignments.

B. DESIGN REPORT

- a. Prepare a Preliminary Design Report for submission to the City of Sherman.
 - i. Identify capacity based upon information provided by Cross.
 - ii. Develop preliminary system curves.
 - iii. Identify basic components and accessories to be included in the lift station design.

- iv. Provide preliminary force main sizing.
- b. Prepare a Final Design Report for submission the City of Sherman.
 - i. To be submitted with Preliminary Construction Plans.
 - ii. Provide capacity calculations.
 - iii. Provide system curves.
 - iv. Provide final force main size.
 - v. Provide Design Pump curves.
 - vi. Provide Wet Well design calculations.
 - vii. Additional Site information requests will be billed by the Standard Rate Schedule in page 6.
- C. TCEQ Engineering Summary Letter
 - i. Prepare Summary letter in accordance with requirements in 30 TAC §217 and submit to TCEQ for project authorization.
- D. Preliminary Design (65%)
 - i. Engineer's Estimate of Probable Construction Cost
 - ii. Site Layout
 - iii. Basic Mechanical Plan and Sections
 - iv. Force Main and Gravity Sewer Alignments

PHASE 2

- E. Final Design (90%)
 - i. Engineer's Estimate of Probable Construction Cost
 - ii. Site Plan
 - iii. Mechanical Plan and Sections
 - iv. Structural Plans and Sections
 - v. Electrical Plans and Details
 - vi. Details
 - vii. Technical Specifications
 - viii. Force Main Plans
 - ix. Issue for Bid

1. Signed and sealed Plans and Specifications suitable for bidding purposes
- x. Issue for Construction
 1. Conformed Plans and Specifications suitable for construction purposes

PHASE 3

F. BID SERVICES

- a. Set CivCastUSA.com project listing and upload Plans and Specifications.
- b. If a pre-bid conference is requested by the City of Sherman, it will be billed by the Standard Rate schedule in page 6.
- c. Provide clarification to plans and specifications, as needed.
- d. Prepare information for addendums.

G. CONSTRUCTION SERVICES

- a. Attend pre-construction conference
- b. Review and approved submittals
- c. Review and address Request for Information (RFI)
- d. Provide periodic observation of construction progress and general conformance to the construction plans and specifications (maximum of 2). This is not to be construed as construction inspection. Construction inspection will be by City of Sherman.
- e. Attend startup of lift station and develop a punch list for final acceptance.
- f. Prepare Record Drawings based upon information provided by the Contractor and Inspector.

SPECIAL SERVICES (If needed)

A. Easement Preparation

- a. Prepare easement documents for lift station and force main, as needed.

ADDITIONAL SERVICES

B. Geotechnical Investigation

- a. Geotechnical recommendations will be provided by Owner.

CROSS ENGINEERING'S RESPONSIBILITIES

Cross shall provide the following:

- A. Provide CAD file of proposed site including topographic data, grading, site work, utilities (plan and profile) for proposed Police Department HQ.

- B. Provide geotechnical investigation of site consisting, at a minimum, of a sample bore 10 feet beyond the depth of the wet well (15 feet below incoming sanitary sewer line), analysis of soil, recommended foundation and structure design parameters and backfill. If FMI provides this, it will be considered an Additional Service.
- C. Acquire easements for lift station, force main, and gravity sewer. FMI will provide the easement extents for Cross to utilize for preparation of easement acquisition.
- D. Provide CAD file of standard title block or other CAD standards if required.
- E. If applicable, conduct sealed bid opening, bid tabulation and selection of Contractor.
- F. Attend preconstruction conference.
- G. Process Contractor Pay Applications.

EXCLUSIONS AND ASSUMPTIONS

- A. **Construction Inspection provided by the City of Sherman.**

Fees, Billing, and Liability

Compensation shall be based upon a Lump Sum basis. Lump sum costs shall include all labor and material costs for the scope of services above.

BASIC SERVICES

Design Report and Summary Letter to TCEQ	\$1,300.00
Site Civil – Grading, Paving and Fencing	\$2,400.00
Preliminary Design of Lift Station, Force Main, and Gravity Sewer	\$15,000.00
Final Design of Lift Station, Force Main, and Gravity Sewer	\$13,000.00
Electrical and Control	\$2,500.00
Bidding Phase Services	\$1,500.00
Construction Phase Services	\$2,500.00
TOTAL	\$38,200.00

SPECIAL SERVICES

Easement Preparation (Per Each)	\$ 1,200.00
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ADDITIONAL SERVICES

Compensation for any additional services shall be determined prior to commencing said services.

Project progress shall be invoiced monthly. Invoices shall be due and payable upon receipt. In the event that invoices are not paid in a timely manner, FMI reserves the option to add interest to the outstanding balance at a rate of 1.5% per month.

All documentation, plans, specifications, and studies performed by FMI with respect to this contract remain the property of FMI until the final payment is received.

The client and engineer agree that the total liability in the aggregate, of the engineer and its officers, directors and employees, agents and sub-consultants, to you the client or anyone claiming through you for any claims, losses, costs or damages arising out of the performance of this agreement including negligence, professional errors or omissions, strict liabilities, or breach of contract or warranty by the engineer, shall not exceed the total compensation received by the engineer under this agreement.

CROSS ENG. AGREES TO INDEMNIFY AND HOLD HARMLESS FMI, THEIR OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS, ASSIGNS AND SUBSIDIARIES FROM AND AGAINST ANY AND ALL LOSSES AND LIABILITY, PENALTIES, FINES, FORFEITURES, DEMANDS, CLAIMS, CAUSES OF ACTION, SUITS, COSTS AND EXPENSE INCIDENTAL THERETO (INCLUDING COST OF DEFENSE AND ATTORNEYS' FEES) WHICH ANY OR ALL OF THEM MAY INCUR, BE RESPONSIBLE FOR OR PAY AS A RESULT OF INJURY, DEATH, DISEASE TO ANY PERSON AND FOR DAMAGE (INCLUDING LOSS OF USE) TO OR LOSS OF ANY PROPERTY, INCLUDING PROPERTIES OF THE PARTIES HERETO, TO THE EXTENT CAUSED BY THE NEGLIGENT ACTIVITIES OF OR WORK PERFORMED BY CROSS ENG., ITS OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS, ASSIGNS AND SUBSIDIARIES OR ANY OTHER PERSON ACTING ON BEHALF OF CROSS ENG..

FMI AGREES TO INDEMNIFY AND HOLD HARMLESS CROSS ENG., THEIR OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS, ASSIGNS AND SUBSIDIARIES FROM AND AGAINST ANY AND ALL LOSSES AND LIABILITY, PENALTIES, FINES, FORFEITURES, DEMANDS, CLAIMS, CAUSES OF ACTION, SUITS, COSTS AND EXPENSE INCIDENTAL THERETO (INCLUDING COST OF DEFENSE AND ATTORNEYS' FEES) WHICH ANY OR ALL OF THEM MAY INCUR, BE RESPONSIBLE FOR OR PAY AS A RESULT OF INJURY, DEATH, DISEASE TO ANY PERSON AND FOR DAMAGE (INCLUDING LOSS OF USE) TO OR LOSS OF ANY PROPERTY, INCLUDING PROPERTIES OF THE PARTIES HERETO, TO THE EXTENT CAUSED BY THE NEGLIGENT ACTIVITIES OF OR WORK PERFORMED BY FMI, ITS OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS, ASSIGNS AND SUBSIDIARIES OR ANY OTHER PERSON ACTING ON BEHALF OF FMI.

THE INDEMNITY PROVIDED HEREIN SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

STANDARD RATE SCHEDULE

2021 STANDARD BILLING RATES		
EMPLOYEE CATEGORY	RATE	BILLING UNIT
Principal Engineer	\$200.00	per hour
RPLS	\$180.00	per hour
Associate Engineer	\$175.00	per hour
Project Engineer	\$145.00	per hour
Engineer-In-Training	\$105.00	per hour
CAD Technician	\$80.00	per hour
Survey Technician	\$150.00	per hour
Clerical	\$55.00	per hour
Mileage (IRS Allowable)	\$0.545	per mile
Reimbursable Expenses – Cost Plus	10%	

REIMBURSABLE EXPENSES:

The cost of any reimbursable expenses (i.e. mileage for site visits and project meetings, additional printing and reproduction costs, deliverables and courier fees, or any other fees paid by FMI on behalf of the Client, etc.) shall be invoiced on a cost of +10% basis and will be paid in addition to the lump sum compensation amounts shown.

PROJECT SCHEDULE

PHASE 1 – PRELIMINARY DESIGN

- Preliminary design will be completed within 30 calendar days from the date of agreement execution by the Client.

PHASE 2 – FINAL DESIGN

- Construction Plans and Technical Specifications will be completed within 75 calendar days following the approval of this agreement.

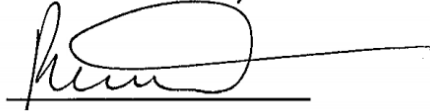
PHASE 3 – BIDDING AND CONSTRUCTION SERVICES

- We estimate bidding, award and issue of construction notice to proceed to be within 4-5 weeks after completion of Phase 2, and construction within a 6-month timeframe from notice to proceed by the City of Sherman.

We look forward to working with you on this project. If you wish to direct us to proceed, please sign below and return to our office.

Sincerely,

Freeman-Millican, Inc.



Richard Dormier, P.E.
Vice-President

ACCEPTED BY:
Cross Engineering Consultants, Inc.

Name: _____

Title: _____



December 7, 2021
Proposal No.: GP21-2338

Aaron Babcock
Hidell Associates Architects
3033 Kellway Drive, Suite 400
Carrollton, Texas 75006

**Subject: Proposed Geotechnical Investigation
Sherman Police HQ Lift Station
Sherman, Texas**

Mr. Babcock:

We are pleased to submit this proposal for subsurface exploration and geotechnical laboratory testing services for the proposed lift station to be located across the Sherman police department site on the east side of Northgate Drive in Sherman, Texas.

PROJECT DESCRIPTION

We understand that the project consists of the design and construction of a new lift station in Sherman, Texas.

SCOPE OF SERVICES

The objective of this geotechnical investigation will be to obtain subsurface data and to develop foundation and earthwork recommendations for the design of the proposed building and associated pavements. All services provided will be performed in accordance with and limited to those generally accepted engineering standards prevailing at the time and in the area that the work is performed.

Field Services

Considering the size and layout of the proposed project, we recommend subsurface conditions be evaluated at this site with a total of one (1) boring will be advanced across the site. The proposed boring will be drilled within the footprints of the proposed police headquarters to depths of about 25 feet, or 5 feet into competent bedrock, whichever occurs first. The borings will be drilled and sampled using a truck-mounted drilling rig. Conventional tube or split-barrel (standard penetration test) samples will be collected as appropriate for the soils encountered. Soil and bedrock strata will be tested in-place using the Texas Cone Penetration Test. The bedrock strata will be near continuously cored using N-size coring equipment. The recovered subsurface samples will be preserved and labeled as to the appropriate boring number and depth in the field, and will be described in further detail in the laboratory by a staff geologist or engineer. Groundwater, if observed, will be recorded during and at the completion of drilling. After final groundwater observations, the borings will be backfilled with the excavated cuttings.

Laboratory Services

Selected laboratory testing of the samples will be performed to evaluate soil index properties, strength, volume change potential, and chemical characteristics of the subsurface materials to provide data for analysis. These tests may include but may not be limited to the following:

- Moisture content
- Atterberg limits
- Overburden swell
- Unconfined Compressive Strength (soil)
- Percent passing No. 200 sieve

D&S Engineering will retain recovered samples for 30 days after submission of the geotechnical data report unless other arrangements are made by the client.

Engineering Analysis and Report

Data obtained from the field investigation and laboratory tests will be presented in a geotechnical data report. Information and additional services to be provided includes the following:

- A plan sheet indicating the approximate location of each boring
- A log of each boring with the boring number, depth of each stratum, material description, soil classification with laboratory test results, and groundwater information
- A discussion of subsurface soil and groundwater conditions
- A brief discussion of the site geology
- Estimates of soil movement related to settlement and expansive soils
- Recommendations for foundation type, depth and allowable loading, lateral load parameters, uplift considerations and Seismic Site Class (2015 IBC)
- Recommendations for foundation type, depth and allowable loading, uplift considerations and Seismic Site Class (2012 IBC)
- Pavement and pavement subgrade recommendations
- Earthwork recommendations, including material type(s) and backfill requirements
- An electronic copy of the report

CONDITIONS

We respectfully request that the Owner provide the following:

- Landowner permission, right(s) of entry, permits, easements or other access authorization required to perform our proposed services.
- D&S will contact DigTess/Texas One Call for general subsurface utility clearing within the easements. Locating and marking any private non-franchise subsurface utilities or other structures or items which might be damaged during the field exploration program is not part of this scope. The client must provide these services before drilling can proceed; however, these services can be provided by third-party vendor to D&S for an additional fee. **D&S will not be responsible for damage utilities that are not clearly marked.**

SCHEDULE

On receipt of a signed agreement or official notice-to-proceed we should commence drilling operations, weather permitting, within about 2 to 3 weeks. The final report will be provided about 2 to 3 weeks after completion of drilling.

COMPENSATION

D&S Engineering proposes to perform the above services for a **lump sum of \$2,550**. This amount will not be exceeded without prior approval. Should subsurface conditions be encountered which warrant significant revisions in this scope of services, we will contact you prior to initiating any new work. If additional services are desired, they may subsequently be agreed upon in writing and rendered under this agreement for additional, negotiated compensation.

Please indicate your approval of this proposal and the D&S Engineering Terms & Conditions by signing below. After you have signed, please email a copy of the entire document and retain the original for your records. Any modifications of the language must be accepted by both parties.

We appreciate the opportunity to provide you with our services. If you have any questions or wish to discuss any aspect of the project, please call us. Following your authorization, we are ready to begin work and look forward to a successful project.

Sincerely,

D&S Engineering Labs, LLC



Ibrahim A. Baayeh, P.E.
Geotechnical Engineering Manager



D&S ENGINEERING LABS TERMS AND CONDITIONS **FOR GEOTECHNICAL CONSULTING SERVICES**

1. SCOPE OF SERVICES:

- a. **Services Provided:** D&S Engineering Labs, LLC (D&S) will provide geotechnical engineering, drilling and testing services as set forth in the Agreement, including all services described in the Scope of Services. D&S will perform its Services under this Agreement as in independent contractor. This agreement constitutes the entire agreements between the parties and supersedes and extinguishes all previous drafts, agreements, arrangements and understandings between the, whether written or oral, relating to this subject matter. Each party acknowledges that in entering into this agreement it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) that is not set out in this agreement.
- b. **Excluded Services:** D&S services under this Agreement include only those Services specified in the attached agreement. Client expressly waives any claim against Consultant resulting from its failure to perform recommended additional Services that Client has not authorized D&S to perform, and any claim that D&S failed to perform services that Client instructs D&S not to perform. The scope of services does not include any structural / civil site design or survey services.

2. BILLING/PAYMENTS

- a. **Basic Services:** D&S will perform services as set forth in the attached Agreement for the amount(s) set forth therein.
- b. **Additional Services:** Any Services performed under this Agreement, except those Services expressly identified otherwise in the attached agreement, will be provided on a time and materials basis unless otherwise specifically agreed to in writing by both parties.
- c. **Billing/Payments:** D&S will submit Invoices for services either upon completion of such services or on a monthly basis. The Client, as indicated as the undersigned, is responsible for the due payment of all invoices. Invoices shall be payable upon receipt. If the invoice is not paid within 30 days, D&S may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the service.
- d. **Billing Disputes:** The Client must identify any disputes with the invoice within ten (10) days of receipt or shall be presumed to be in agreement with all portions of the invoice. In the event of a dispute, the Client shall make prompt payment of all undisputed portions.
- e. **Late Payments:** Any amounts unpaid 60 days after the invoice date are subject to a late payment charge at 10% per month or the maximum legal rate, whichever is higher. The failure by the Client to pay D&S for service rendered in a timely manner will constitute a failure of the Client to perform under this Agreement. Client will be required to reimburse D&S for time spent and expenses (including fees of any attorney, collection agency, and/or court costs) incurred in connection with the collecting delinquent payments.

3. PERFORMANCE STANDARD OF CARE

The standard of care for all professional engineering and related services performed or furnished by D&S and its representatives under this Agreement will be the care and skill ordinarily used by other professionals practicing under similar circumstances at the same time and in the same locality. No other representation, express or implied, and no warranty or guarantee is included or intended by this Agreement or any report, opinion, document, or other instrument of service.

4. CLIENT'S RESPONSIBILITIES

- a. **Rights of Entry:** Provide access to and/or obtain permission for D&S to enter upon all property, whether or not owned by Client, as required to perform and complete the Services. D&S will operate with reasonable care to minimize damage to the Project Site(s). However, Client recognizes that Consultant's operations and the use of investigative equipment may unavoidably alter conditions or affect the environment at the existing Project Site(s). The cost of repairing such damage will be borne by Client and is not included in the fee unless otherwise stated.
- b. **Information:** Supply to D&S all information and documents in Client's possession or knowledge which are relevant to the Services. D&S may rely upon such information without independently verifying its accuracy.
- c. **Subsurface Structures:** Client shall provide D&S the location of all subsurface structures, such as pipes, tanks, cables and utilities within the property line of the Project Site(s) and be responsible for any damage inadvertently caused by Consultant to any such structure or utility not designated. D&S is not liable to Client for any losses, damages or claims arising from damage to subterranean structures or utilities that were not correctly designed by Client to D&S.

5. CHANGED CONDITIONS

If Consultant discovers conditions or circumstances that it had no contemplated at the commencement of this agreement ("Changed Conditions"), Consultant will notify Client in writing of the Changed Conditions. Client and Consultant agree to that they will then renegotiate in good faith the terms and conditions of this Agreement. If Consultant and Client cannot agree upon amended terms and conditions within 30 days after notice, Consultant may terminate the Agreement and compensated for services performed prior to the termination notice date, and for any necessary Services and expenses incurred in connection with the termination of the Project.



*Sherman Police HQ Lift Station
Sherman, Texas*

6. **CERTIFICATIONS**

Client will not require D&S to execute any document that would result in its certifying, guaranteeing or warranting the existence of conditions whose existence the Firm cannot ascertain, or that contains any certification, guarantee or warranty broader than the professional standard of care.

7. **ALLOCATION OF RISK**

- a. **Limitation on Liability:** Notwithstanding any other article of this agreement, the total liability of the firm and its partners, officers, directors, employees and agents to client and any one claiming by, through or under client for any and all injuries, claims, losses, expenses and damages whatsoever arising out of, or in any way related to, the services of this agreement from any cause or causes whatsoever including, but not limited to, negligence, errors, omissions, strict liability or breach of contract shall not exceed one hundred thousand dollars (\$100,000.00).
- b. **Indemnification:** The Client shall, to the fullest extent permitted by law, indemnify and hold harmless the Firm, and its officers, members, managers, employees, agents and sub consultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance by any of the parties above named of the services under this agreement, excepting only those damages, liabilities or costs attributable to the gross negligence or willful misconduct of the Firm.
- c. **Consequential Damages:** In no event shall the Firm be liable to Client or the Client to the Firm for consequential, special or indirect damages, including but not limited to, loss of profits or revenue, loss of use of equipment, loss of production, additional expenses incurred in the use of the equipment and facilities and claims of customers of the Client. This disclaimer shall apply to consequential damages based upon any cause of action whatsoever asserted including, but not limited to, ones arising out of any breach of warranty, guarantee, products liability, negligence, tort, strict liability, or any other cause arising out of the performance or non-performance of the contract by Client or the Firm.

8. **INSURANCE**

D&S maintains a complete package, including workman's compensation, commercial general liability, and professional liability insurance. Certificates of insurance shall be provided upon request. Should Client or Owner request the Firm provide additional insurance coverage, increase limits, or revise deductibles that are different than that specified on the certificate issued, compensation to the Firm will be responsibility of Client and or Owner. This agreement will be amended to incorporate such requested requirements. The Client and or Owner understands that this provision does not guarantee coverage.

9. **OWNERSHIP AND USE OF DOCUMENTS**

- a. **Consultant's Documents:** Unless otherwise agreed in writing, all documents and information prepared by Consultant or obtained by Consultant from any third party in connection with the performance of Services, including, but not limited to, Consultants reports, boring logs, maps, field data, field notes, drawings and specifications, laboratory test data and other similar documents are the property of Consultant. Consultant has the right, in its sole discretion, to dispose of or retain the documents.
- b. **Use of Documents:** All Documents prepared by Consultant are solely for use by Client and will not be provided by either party to any other person or entity without Consultant's prior written notice.
- c. **Unauthorized Reuse:** No party other than Client may rely, and Client will not represent to any other party that it may rely on Documents without Consultant's express prior written consent and receipt of additional compensation. Client waives any and all claims against Consultant resulting in any way from the unauthorized reuse or alteration of Documents by itself or anyone obtaining them through Client. Client will defend, indemnify and hold harmless Consultant from and against any claim, action or proceeding brought by any party claiming to rely upon information or options contained in Documents provided to such person or entity, published, disclosed or referred to without Consultant's prior written consent.

10. **DISPUTE RESOLUTION:**

Any claims or disputes between the Client and Firm shall be submitted to non-binding mediation. Client and Firm agree to include a similar mediation agreement with all contractors, subcontractors, sub-consultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date set forth above.

D&S ENGINEERING LABS, LLC

CLIENT

By: _____

By: _____

Name: Ibrahim A. Baayeh, P.E.

Name: _____

Title: Geotechnical Engineering Manager

Title: _____

Date: _____

Date: _____

October 6, 2021

Assistant Chief Jeffcoat
Sherman Police Department
City of Sherman
317 S Travis
Sherman, TX 75090

Re: Additional Services

Jason,

We are requesting that our Contract Fee be amended in the amount of \$26,600 to reflect the increase in project scope to include the change in roof framing system, additional topographic survey information to investigate the viability of a gravity sanitary sewer line and additional fees associated with the required site utility easement. The original contract did not include these services, which were required as part of the planning review and design process. Hidell Architects was directed by staff to proceed with the items, which have been integrated into the design set of documents.

Revised Structural Slab	\$12,000
Revised Roof Framing	\$7,000
Additional Topographic Survey	\$2,200
Site Utility Easement	\$5,400
Total Add Service	\$26,600

I look forward to your comments.



Aaron Babcock
Hidell and Associates Architects

AIA® Document B101™ – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 8th day of October in the year 2020
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Sherman
220 W. Mulberry Street
Sherman, TX 75090
Telephone Number: 903-892-7206

and the Architect:
(Name, legal status, address and other information)

Hidell and Associates Architects
3033 Kellway Dr. Suite 120
Carrollton, Texas 75006
Telephone Number: 972-416-4666

for the following Project:
(Name, location and detailed description)

Sherman Police Headquarters

The new facility shall be a single-story structure between 25-30,000 square feet, with associated parking and annex building for equipment storage. The facility shall be located at the southwest corner of W Travis and Northgate drive. The facility design shall include a masterplan layout for expansion to meet future needs. The building will serve as a stand-alone Police HQ, with associated administration area, training room, conference rooms, CID, Records, Evidence processing and storage, Dispatch, Patrol, Locker rooms, interview rooms, storage, and associated support areas. The facility shall incorporate a storm shelter for the critical areas of the facility.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Shall be developed as part of the basic scope of services

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

A single story 25-30,000sf facility with a 3,000sf annex building, and associated parking

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

Total project cost \$14,000,000

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1

(Paragraphs deleted)

Reference Exhibit C for anticipated schedule

Init.

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Construction Manager at Risk

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

N/A

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

N/A

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

N/A

(Paragraphs deleted)

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer: TBD

.2 Mechanical Engineer: TBD

(Paragraphs deleted)

.3 Electrical Engineer: TBD

§ 1.1.11.2 Consultants retained under Supplemental Services:

Civil Engineer, Landscape Architect, and Technology Consultant

(Paragraphs deleted)

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the

Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than one million (\$ 1,000,000) for each occurrence and two million (\$ 2,000,000) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than one million (\$ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than one million (\$ 1,000,000) each accident, one million (\$ 1,000,000) each employee, and one million (\$ 1,000,000) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than two million (\$ 2,000,000) per claim and two million (\$ 2,000,000) in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding,

including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall

not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction

means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;

- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Programming	Architect
§ 4.1.1.2 Multiple preliminary designs	N/A
§ 4.1.1.3 Measured drawings	N/A
§ 4.1.1.4 Existing facilities surveys	N/A
§ 4.1.1.5 Site evaluation and planning	Architect
§ 4.1.1.6 Building Information Model management responsibilities	N/A
§ 4.1.1.7 Development of Building Information Models for post construction use	N/A
§ 4.1.1.8 Civil engineering	Architect
§ 4.1.1.9 Landscape design	Architect
§ 4.1.1.10 Architectural interior design	Architect
§ 4.1.1.11 Value analysis	CMAR
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	CMAR
§ 4.1.1.13 On-site project representation	N/A
§ 4.1.1.14 Conformed documents for construction	N/A

Init.

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.15 As-designed record drawings	CMAR
§ 4.1.1.16 As-constructed record drawings	CMAR
§ 4.1.1.17 Post-occupancy evaluation	N/A
§ 4.1.1.18 Facility support services	N/A
§ 4.1.1.19 Tenant-related services	N/A
§ 4.1.1.20 Architect's coordination of the Owner's consultants	N/A
§ 4.1.1.21 Telecommunications/data design	Architect
§ 4.1.1.22 Security evaluation and planning	Architect
§ 4.1.1.23 Commissioning	N/A
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	N/A
§ 4.1.1.25 Fast-track design services	N/A
§ 4.1.1.26 Multiple bid packages	N/A
§ 4.1.1.27 Historic preservation	N/A
§ 4.1.1.28 Furniture, furnishings, and equipment design	Architect
§ 4.1.1.29 Other services provided by specialty Consultants	N/A
§ 4.1.1.30 Other Supplemental Services	N/A

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 As required () visits to the site by the Architect during construction
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within Twenty Four (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 1.1.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

☐ Arbitration pursuant to Section 8.3 of this Agreement

☐ Litigation in a court of competent jurisdiction

☒ Other: *(Specify)*

Mediation

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

Zero

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

Zero

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific

information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1** Stipulated Sum
(Insert amount)

Basic Services Lump Sum: \$630,660

Supplemental Services Lump Sum: \$139,694

Construction Administration Services Lump Sum: \$164,250

- .2** Percentage Basis
(Insert percentage value)

() % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

- .3** Other
(Describe the method of compensation)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus percent (%), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	percent (	15	%)
Design Development Phase	percent (	20	%)
Construction Documents Phase	percent (	40	%)
Procurement Phase	percent (	3	%)
Construction Phase	percent (	22	%)
Total Basic Compensation	one hundred percent (	100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Employee or Category	Rate (\$0.00)
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§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;

Init.

- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Zero percent (0 %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of Zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Forty Five (45) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

6 % Six

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect

(Paragraphs deleted)

- .2 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

Exhibit A Contract Proposal dated October 8, 2020

Exhibit B – Work Activities

Exhibit C – Proposed Project Schedule

☐ Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

.4 Other documents:
(List other documents, if any, forming part of the Agreement.)

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

(Printed name and title)

ARCHITECT *(Signature)*

William Hidell President

(Printed name, title, and license number, if required)

Additions and Deletions Report for

AIA® Document B101™ – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 18:16:46 ET on 10/14/2020.

PAGE 1

AGREEMENT made as of the 8th day of October in the year 2020

...

City of Sherman
220 W. Mulberry Street
Sherman, TX 75090
Telephone Number: 903-892-7206

...

Hidell and Associates Architects
3033 Kellway Dr. Suite 120
Carrollton, Texas 75006
Telephone Number: 972-416-4666

...

Sherman Police Headquarters
The new facility shall be a single-story structure between 25-30,000 square feet, with associated parking and annex building for equipment storage. The facility shall be located at the southwest corner of W Travis and Northgate drive. The facility design shall include a masterplan layout for expansion to meet future needs. The building will serve as a stand-alone Police HQ, with associated administration area, training room, conference rooms, CID, Records, Evidence processing and storage, Dispatch, Patrol, Locker rooms, interview rooms, storage, and associated support areas. The facility shall incorporate a storm shelter for the critical areas of the facility.

PAGE 2

Shall be developed as part of the basic scope of services

...

A single story 25-30,000sf facility with a 3,000sf annex building, and associated parking

...

Total project cost \$14,000,000

...

.1 Design phase milestone dates, if any:

~~.2 — Construction commencement date:~~

~~.3 — Substantial Completion date or dates:~~

~~.4 — Other milestone dates:~~

~~Reference Exhibit C for anticipated schedule~~

PAGE 3

Construction Manager at Risk

...

N/A

...

N/A

...

N/A

~~§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)~~

~~.1 — Geotechnical Engineer:~~

~~.2 — Civil Engineer:~~

~~.3 — Other, if any:~~

~~— (List any other consultants and contractors retained by the Owner.)~~

~~§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)~~

...

.1 Structural Engineer: TBD

.2 Mechanical Engineer: TBD

.3 ~~Electrical Engineer:~~

.3 Electrical Engineer: TBD

...

Civil Engineer, Landscape Architect, and Technology Consultant

~~§ 1.1.12 Other Initial Information on which the Agreement is based:~~

PAGE 4

§ 2.5.1 Commercial General Liability with policy limits of not less than one million (\$ 1,000,000) for each occurrence and two million (\$ 2,000,000) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than one million (\$ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

...

§ 2.5.5 Employers' Liability with policy limits not less than one million (\$ 1,000,000) each accident, one million (\$ 1,000,000) each employee, and one million (\$ 1,000,000) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than two million (\$ 2,000,000) per claim and two million (\$ 2,000,000) in the aggregate.

PAGE 10

§ 4.1.1.1 Programming	<u>Architect</u>
§ 4.1.1.2 Multiple preliminary designs	<u>N/A</u>
§ 4.1.1.3 Measured drawings	<u>N/A</u>

§ 4.1.1.4	Existing facilities surveys	<u>N/A</u>
§ 4.1.1.5	Site evaluation and planning	<u>Architect</u>
§ 4.1.1.6	Building Information Model management responsibilities	<u>N/A</u>
§ 4.1.1.7	Development of Building Information Models for post construction use	<u>N/A</u>
§ 4.1.1.8	Civil engineering	<u>Architect</u>
§ 4.1.1.9	Landscape design	<u>Architect</u>
§ 4.1.1.10	Architectural interior design	<u>Architect</u>
§ 4.1.1.11	Value analysis	<u>CMAR</u>
§ 4.1.1.12	Detailed cost estimating beyond that required in Section 6.3	<u>CMAR</u>
§ 4.1.1.13	On-site project representation	<u>N/A</u>
§ 4.1.1.14	Conformed documents for construction	<u>N/A</u>
§ 4.1.1.15	As-designed record drawings	<u>CMAR</u>
§ 4.1.1.16	As-constructed record drawings	<u>CMAR</u>
§ 4.1.1.17	Post-occupancy evaluation	<u>N/A</u>
§ 4.1.1.18	Facility support services	<u>N/A</u>
§ 4.1.1.19	Tenant-related services	<u>N/A</u>
§ 4.1.1.20	Architect's coordination of the Owner's consultants	<u>N/A</u>
§ 4.1.1.21	Telecommunications/data design	<u>Architect</u>
§ 4.1.1.22	Security evaluation and planning	<u>Architect</u>
§ 4.1.1.23	Commissioning	<u>N/A</u>
§ 4.1.1.24	Sustainable Project Services pursuant to Section 4.1.3	<u>N/A</u>
§ 4.1.1.25	Fast-track design services	<u>N/A</u>
§ 4.1.1.26	Multiple bid packages	<u>N/A</u>
§ 4.1.1.27	Historic preservation	<u>N/A</u>
§ 4.1.1.28	Furniture, furnishings, and equipment design	<u>Architect</u>
§ 4.1.1.29	Other services provided by specialty Consultants	<u>N/A</u>
§ 4.1.1.30	Other Supplemental Services	<u>N/A</u>

PAGE 12

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 As required () visits to the site by the Architect during construction
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) inspections for any portion of the Work to determine final completion.

PAGE 13

§ 4.2.5 If the services covered by this Agreement have not been completed within Twenty Four (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

PAGE 16

[X] Other: *(Specify)*

Mediation

PAGE 18

Zero

...

Zero

PAGE 19

Basic Services Lump Sum: \$630,660

Supplemental Services Lump Sum: \$139,694

Construction Administration Services Lump Sum: \$164,250

PAGE 20

Schematic Design Phase	percent (	<u>15</u>	%)
Design Development Phase	percent (	<u>20</u>	%)
Construction Documents Phase	percent (	<u>40</u>	%)
Procurement Phase	percent (	<u>3</u>	%)
Construction Phase	percent (	<u>22</u>	%)

PAGE 21

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Zero percent (10 %) of the expenses incurred.

...

§ 11.10.1.1 An initial payment of Zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

...

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Forty Five (45) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

...

6 % Six

...

~~2 AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:~~

~~(Insert the date of the E203 2013 incorporated into this agreement.)~~

~~3~~

2 Exhibits:

PAGE 22

~~[] AIA Document E204™ 2017, Sustainable Projects Exhibit, dated as indicated below: Exhibit A Contract Proposal dated October 8, 2020~~

~~(Insert the date of the E204 2017 incorporated into this agreement.) Exhibit B – Work Activities Exhibit C – Proposed Project Schedule~~

...

William Hidell President

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, William Hidell, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 18:16:46 ET on 10/14/2020 under Order No. 1098994751 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2017, Standard Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

October 8, 2020

City of Sherman
Zachary Flores
Police Chief
317 South Travis,
Sherman, Texas 75090

Re: Contract Proposal for the new City of Sherman Police HQ

Chief Flores,

Hidell and Associates Architects, Inc. (HAA), is pleased to submit this proposal to provide professional services relating to the new City of Sherman Police HQ facility.

The new facility shall be a single-story structure between 25-30,000 square feet, with associated parking and annex building for equipment storage. The facility shall be located at the southwest corner of W Travis and Northgate drive. The facility design shall include a masterplan layout for expansion to meet future needs. The building will serve as a stand-alone Police HQ, with associated administration area, training room, conference rooms, CID, Records, Evidence processing and storage, Dispatch, Patrol, Locker rooms, interview rooms, storage, and associated support areas. The facility shall incorporate a storm shelter for the critical areas of the facility. It is assumed the EOC shall remain at the existing police facility. Our fee includes the design of a packaged lift station (with alarm) and associated piping from the site, south to the existing fire station facility.

Per our understanding the allocated budget for the new City of Sherman Police HQ is in the amount of \$14,000,000 for (total project budget). Our services shall be based on that amount and shall consist of providing Basic Services (Architecture, MEP Engineering, Structural Engineering, preliminary furniture and equipment design) and Supplemental Services (Civil engineering, furniture and equipment procurement, A/V and Telecommunications design and Landscape Architectural Services). Our fee includes the coordination and implementation of all basic and supplemental services as indicated in this letter. In addition, (HAA) will provide under the Basic Services the required conceptual design (site plan and floor plan layout), programming, meetings (staff, city personnel and special stakeholders); and the associated required documentation under each phase of the project (schematic, design development, construction document, CMAR selection and pricing).

HAA understands the city's desire to develop the project to determine a construction/project cost for city review and approval in the spring of 2021. Our fee has been structured to provide basic and supplemental services to develop the drawings for CMAR pricing. The remaining construction administration fees are provided as a separate line item cost based upon city approval of the design and associated construction cost.

Compensation

A. Basic A/E Services:

We propose to provide the services described above for the lump sum of **\$630,660.00**. We will invoice monthly in proportion to the percent completion thru the end of the previous month, with the total billings not to exceed the following percentages.

○ Conceptual Design Phase	10%
○ Schematic Design Phase	15%
○ Design Development Phase	25%
○ Construction Document Phase	45%
○ Bidding	5%

B. Supplemental Services:

We propose to provide the services described below for the lump sum of **\$139,694.00**. We will invoice monthly in proportion to the percent completion thru the end of the previous month, with the total billings not to exceed the following amounts:

Civil Engineering

○ Site Plan	\$6,000.00
○ Preliminary Engineering	\$4,000.00
○ Construction Documents	\$56,000.00
○ <u>Storm Water Pollution Prevention Plan (SWPPP)</u>	<u>\$1,500.00</u>
Civil Engineering Total	\$67,500.00

Other Services

○ A/V, Technology, Security Design Services	\$26,394.00
○ Geotechnical Report	\$6,800.00
○ Landscape Design Services	\$25,000.00
○ Equipment & Furniture Selection	\$14,000.00
▪ <i>Fee includes the layout and selection of furniture for use in coordination during facility design.</i>	

C. Construction Administration Services:

Based upon city approval to move forward with the construction phase of the project, we propose to provide the services described below for the lump sum of **\$164,250.00**. We will invoice monthly in proportion to the percent completion thru the end of the previous month. The construction administration fee will only be billed upon authorization from the city that project shall proceed into the construction phase. The following scope of services are included in construction administration services:

- Construction Administration (*12-month construction phase*)

Other Services (if required – not included in fee)

○ As-Built Documents	\$4,000.00
▪ <i>Preparation of CAD files to match as-built conditions</i>	
○ Equipment & Furniture Procurement	\$14,000.00
▪ <i>Fee includes the final specification and coordination with vendor for state contract procurement.</i>	

D. Additional Services:

Additional services, if required and requested, will be invoiced either on a negotiated lump sum fee or on an hourly basis using the rates quoted below:

○ Principal.....	\$200.00/hr
○ Project Architect.....	\$180.00/hr
○ Architect.....	\$100.00/hr
○ CADD.....	\$80.00/hr
○ Administration.....	\$60.00/hr

Based on our understanding of the scope of services; the following items are not included in this proposal:

Exclusions

- Environmental investigation
- Material Testing Services (by third party)
- Sub-soil drainage / water flow / pressure tests / French drain systems around building perimeter
- Substantial detention improvements. Based on the record drawings for the existing facility, it is presumed that the existing detention basin size and configuration are adequate to accommodate

City of Sherman Police HQ Proposal

the proposed development, although the project may include the extension new storm drains to the basin.

- LEED certification / Commissioning
- Detailed Fire Sprinkler or Alarm Design (Performance spec only by Engineer) – General Contractor and Fire Subcontractor to design and provide and shall be submitted for Design Team to review as a shop drawing submittal.
- Cost estimating (to be performed by others [CMAR] and assisted by architect).
- Traffic Impact Analysis, traffic engineering report / study
- Design of SCADA system for monitoring of lift station
- Design of detention cells

Our drawings will be prepared using AutoCAD 2018 utilizing our standard symbols, layering systems, and data presentation. All electronic files will remain property of Hidell and Associates Architects, Inc.

The Design Team will prepare and submit to the Owner for review conceptual design documents consisting of drawings and other documents illustrating the scale and relationship of Project components. Based on the conceptual design documents and any adjustments authorized by the Owner, the Design Team will prepare and submit to the Owner for review; schematic design documents consisting of drawings and other documents illustrating the scale and relationship of Project components. Based on the schematic design documents and any adjustments authorized by the Owner in its program, desired schedule or Project budget, the Design Team will prepare and submit to the Owner for review; design development documents consisting of drawings and other documents to fix and describe the size and character of the project as architectural, structural, mechanical and electrical systems, security and safety systems, materials and such other elements as may be appropriate. The Design Team will submit for review the construction documents at the 50% complete and 95% complete for a status review by Owner and CMAR. The Design Team will perform its services expeditiously.

Reimbursable Services

1. Reimbursable expenses, such as printing / plotting / deliveries / communication and travel (automobile mileage) will be billed in addition to the base fee and supplemental fee at direct cost (not to exceed \$9,800.00).
2. Computer Generated "Fly-Thru" \$3,500.00

We have provided as accompanying back-up to our Fee Proposal the attached document identified as "**Exhibit B – Work Activities**" and "**Exhibit C – Proposed Project Schedule**".

Sincerely,
Hidell and Associates Architects



Aaron Babcock
Principal

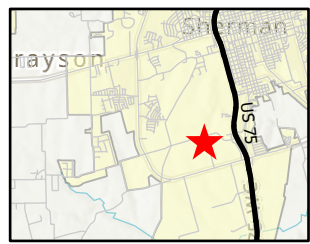
Cc: Bill Hidell, AIA

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-  Parcels
-  Proposed Police Station

CITY OF SHERMAN
Proposed Police Station





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Called Meeting

F. 3.

Meeting Date: 12/13/2021

Prepared By: Mary Lawrence, Director of Finance

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6829

Authorizing Execution of an Agreement with Finisar Sherman RE HOLDCO, LLC, a Texas Limited Liability Company, for the Abatement of Ad Valorem Property Taxes for Phase II Improvements within Industrial Reinvestment Zone, Number Six (#6), City of Sherman, Texas

Issue:

Approval of a proposed property tax abatement agreement for Phase II improvements between the City of Sherman and Finisar Sherman RE HOLDCO, LLC (Finisar)

Background:

On November 16, 2021 the Tax Reinvestment Committees of the City of Sherman, Grayson County, and Grayson College (the "Committee") met to consider a request from Finisar Sherman RE HOLDCO, LLC, a Texas Limited Liability Company, for a tax abatement involving a project to invest over \$50 million facility upgrades and manufacturing equipment at its facility located at 6800 South U.S. Highway 75 in Sherman, situated within Industrial Reinvestment Zone No. Six (#6). The taxable value of Finisar's current property is about \$180 million. The project will also involve creating nearly 120 new jobs.

The Committee voted to recommend an abatement and the creation of the Zone to the City Council and other taxing entities. A reinvestment zone already exists under which this abatement would be granted, so there is no need to create a new reinvestment zone.

The proposed agreement calls for a ten (10) year abatement of the City's Maintenance and Operations (M&O) Rate (currently about \$.34/\$100) of 60%, 60%, 60%, 60%, 60%, 50%, 50%, 50%, 25%, 25% in accordance with the City's current tax abatement matrix. As is the case with all tax abatements, none of the proposed property considered under this abatement agreement is currently on the tax rolls, so the benefit from this abatement is that the City will see a net increase in property tax revenues.

Origination:

Finisar Sherman RE HOLDCO, LLC, Applicant
Tax Reinvestment Committee

Financial Consideration:

At an incremental taxable value of \$50 million each year, this project would generate about \$2.4 million in property tax revenues for the City over the ten (10) year period covered by the Agreement before any abatement is applied. With an average abatement of 50% over the 10 year period for the M&O rate, this Agreement would provide an estimated benefit to the taxpayer of about \$800,000 over the same time frame.

Staff Recommendation:

It is recommended that the City Council approve the proposed tax abatement agreement.

Alternatives:

The City Council could deny the tax abatement agreement.

Attachments

Resolution No. 6829

Tax Abatement Agreement (Phase II)

RESOLUTION NO. 6829

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT WITH FINISAR SHERMAN RE HOLDCO, LLC, A TEXAS LIMITED LIABILITY COMPANY, FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR PHASE II IMPROVEMENTS WITHIN INDUSTRIAL REINVESTMENT ZONE, NUMBER SIX (#6), CITY OF SHERMAN, TEXAS; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the Mayor be and is hereby authorized and directed, subject to receipt of a fully-executed agreement from Finisar Sherman RE HOLDCO, LLC, a Texas Limited Liability Company, and subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute an agreement with Finisar Sherman RE HOLDCO, LLC for the abatement of ad valorem property taxes for a period of ten (10) years, for improvements within Industrial Reinvestment Zone, Number Six (#6), City of Sherman, Texas, consisting of \$50 million in facility improvements and manufacturing equipment.

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 13th day of December, 2021.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

THE STATE OF TEXAS §
 §
COUNTY OF GRAYSON §

AD VALOREM TAX ABATEMENT AGREEMENT

This AD VALOREM TAX ABATEMENT AGREEMENT (“**Agreement**”) is made and entered into by and between the CITY OF SHERMAN, TEXAS, a home-rule municipality (“**City**”), and FINISAR SHERMAN RE HOLDCO, LLC, a Texas limited liability company (“**Finisar**”).

W I T N E S S E T H:

WHEREAS, Section 312.002 of the Texas Tax Code requires the City to adopt a resolution indicating the City’s desire to become eligible to participate in tax abatement agreements; and

WHEREAS, the City Council of the City (the “**City Council**”) previously has adopted a resolution stating that the City elected to be eligible to participate in tax abatements; and

WHEREAS, on May 16, 2016, the City Council adopted Guidelines and Criteria for the Industrial Tax Abatement Program (“**Guidelines**”) through the adoption of Resolution No. 6080, pursuant to Section 312.002 of the Tax Code; and

WHEREAS, the Guidelines constitute appropriate guidelines and criteria governing tax abatement agreements to be entered into by the City as contemplated by Chapter 312 of the Tax Code; and

WHEREAS, on February 19, 2018, the City Council of the City (“**City Council**”) adopted Ordinance No. 6099 (“**Ordinance**”), establishing Industrial Reinvestment Zone Number 6, City of Sherman, Texas, for commercial-industrial tax abatement, as authorized by Chapter 312 of the Texas Tax Code, on approximately 76.763 acres of land (“**Zone**”); and

WHEREAS, Finisar and the City entered into a Tax Abatement Agreement dated March 5, 2018 (the “**Phase I Agreement**”), concerning certain improvements in the Land, as hereinafter defined, which were defined as the “Improvements” in the Phase I Agreement and are defined as the “Phase I Improvements” in this Agreement. The Phase I Improvements and Phase I Tangible Personal Property are not eligible for a tax abatement under this Agreement. Nothing in this Agreement is intended to modify, alter, amend or otherwise change any provision of the Phase I Agreement; and

WHEREAS, Finisar currently owns the Land, and Finisar expects to invest an additional \$50 million in facility improvements and manufacturing equipment on the Land in Phase II, as more fully described in the submittals filed by Finisar with the City, from time to time, in order to obtain a building permit(s) (collectively, the “**Phase II Improvements**”). The Phase II Improvements and use of the Land is expected to significantly enhance the economic base of the City; and

WHEREAS, Finisar represents that the Phase II Improvements and Phase II Tangible Personal Property, as hereinafter defined) will constitute an approximate investment of \$50 million by Finisar, and that when fully operational, the Phase II Improvements are expected to retain significant existing employment and bring new employment to the City, with expected new employment totaling 100 Employment Positions, as hereinafter defined; and

WHEREAS, Finisar's selection of the City as the location for the Phase II Improvements is the result of collaboration among Finisar, the City and other units of local government and economic development entities; and

WHEREAS, the City Council finds that the Phase II Improvements sought are feasible and practicable and would be of benefit to the land to be included in the Zone and the City after expiration of this Agreement; and

WHEREAS, the City Council has concluded that the Phase II Improvements and operations proposed by Owner within the Zone and described in this Agreement and the terms of this Agreement are consistent with the requirements of Chapter 312 of the Tax Code and the Guidelines, or to the extent of any inconsistency with the Guidelines, the City Council has determined, in its discretion and in accordance with Section 312.002(d) of the Tax Code, that this Agreement should be entered into notwithstanding such inconsistency; and

WHEREAS, the City desires to enter into an Agreement with Finisar for the abatement of taxes assessed against a portion of the Phase II Improvements and Phase II Tangible Personal Property located on the Land as further set forth herein pursuant to the Tax Code.

NOW, THEREFORE, in consideration of the mutual benefits and promises for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, which consideration includes the expansion of primary employment, the attraction of major investment in the Zone which contributes to the economic development of the City and the enhancement of the tax base in the City, the parties agree as follows:

I. DEFINITIONS

Wherever used in this Agreement, the following terms shall have the meanings ascribed to them:

- A. "Affiliate" shall mean any person, directly or indirectly controlling, controlled by, or under common control with Finisar. As used in this definition, the term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person, whether through ownership of voting securities, by contract or otherwise.
- B. "Base Year" means the calendar year beginning January 1, 2022.
- C. "Certificate of Occupancy" means the final certificate of occupancy issued by the City with respect to any Phase II Improvements allowing for the entrance and operation within such improvements.

- D. “Commencement Date” means January 1 of the calendar year that Finisar elects to begin the Tax Abatement by providing written notice to the City and Grayson County Appraisal District, which notice shall include a final version of Exhibit B demarking the Phase II Land; provided, however, Finisar may not make such election or provide such notice until Completion of Construction of the Phase II Improvements.
- E. “Commencement of Construction” means: (1) the plans for the Phase II Improvements have been prepared and all approvals thereof required by applicable governmental authorities have been obtained; and (2) all necessary permits for construction of the Phase II Improvements pursuant to the respective plans therefore have been issued by all applicable governmental authorities.
- F. “Completion of Construction” means a final Certificate of Occupancy has been issued by the City with respect to the Phase II Improvements.
- G. “Delinquent Ad Valorem Taxes” means any validly imposed Texas local or state ad valorem taxes that Finisar does not remit by the lawful due date, but does not include any such taxes that are assessed against Finisar as the result of a tax audit or other similar notice of assessment by any taxing authority unless Finisar fails to timely appeal such audit or notice of assessment. If Finisar subsequently loses the appeal of the ad valorem tax audit or other notice of assessment, or fails to timely appeal the audit or notice of assessment, the taxes assessed pursuant to the audit will be considered “delinquent” the day after the date specified by the final order on appeal as the due date for payment or the day after the due date for a timely appeal if no appeal is taken or filed by Finisar.
- H. “Effective Date” means the last date of acknowledgment of the signatures set forth on the signature page below.
- I. “Employment Positions” means non-temporary full time employment positions of Finisar or a Finisar Affiliate at the Premises, including employees of contractors assigned to the Premises as shown on Finisar’s internal management systems. Two (2) or more part-time employees, totaling thirty (30) hours or more per week may be substituted for one (1) full time employee.
- J. “Event of Bankruptcy or Insolvency” means the dissolution or termination of Finisar’s existence as a going business, insolvency, appointment of receiver for any significant part of Finisar’s property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Finisar and such proceeding is not dismissed within ninety (90) days after the filing thereof.
- K. “Force Majeure” means any delay caused by reason of war, civil commotion, acts of God, strike, inclement weather, shortages or unavailability of labor, supplies or materials (including but not limited to circumstances related to declared national emergencies such

as but not limited to COVID-19) or other circumstances which are beyond the reasonable control and are without the fault or negligence of the obligated party, regardless of whether any such circumstance is similar to any of those enumerated or not, the obligated party shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such requirement and any applicable completion deadline shall be extended for a period of time equal to the period the obligated party was delayed. Force Majeure will not mean nor include delays caused by Finisar's lack of, or inability to obtain, funding.

- L. "Land" shall mean the real property described in Exhibit A, attached hereto.
- M. "Person" shall mean an individual or a corporation, partnership, trust, estate, unincorporated organization, association, or other entity.
- N. "Phase I" means the phase of Finisar's construction of the Phase I Improvements on the Land.
- O. "Phase I Improvements" shall mean and refer to the Improvements described and subject to the Phase I Agreement. None of the Phase II Improvements shall be considered Phase I Improvements and vice versa.
- P. "Phase II" means the phase of Finisar's construction of the Phase II Improvements on the Land.
- Q. "Phase II Capital Investment" means the total capitalized cost invested by Finisar for the Phase II Improvements and Phase II Tangible Personal Property that are the subject of the Tax Abatements (hereinafter defined) granted by this Agreement.
- R. "Phase II Improvements" collectively means all of the improvements that Finisar develops and constructs in Phase II, which include, without limitation, the improvements described in Exhibit C hereto and which shall be located on the portion of the Land demarked on Exhibit B.
- S. "Phase II Tangible Personal Property" means all Tangible Personal Property that Finisar places into service on the Premises.
- T. "Premises" collectively means the portion of the Land demarked on Exhibit B, and any Phase II Improvements thereon following construction thereof, but excluding Phase II Tangible Personal Property.
- U. "Tangible Personal Property" means all tangible personal property, including, without limitation, equipment, machinery and fixtures, inventory, and supplies owned by Finisar that are located on the Premises.
- V. "Tax Abatement" shall have the same meaning set forth in Article IV herein.

- W. “Taxable Value” means the appraised value as certified by the Grayson County Appraisal District as of January 1 of a given year.

II. GENERAL PROVISIONS

- A. Finisar represents that it owns the Land and contemplates constructing the Phase II Improvements thereon and locating Phase II Tangible Personal Property on the Premises.
- B. The Premises are not an improvement project financed by tax increment bonds.
- C. This Agreement is entered into subject to the rights of the holders of outstanding bonds of the City; provided, however, that this section shall not be construed to create a security interest in the Land or Phase II Improvements in favor of such holders of outstanding bonds of the City.
- D. The Premises are not owned or leased by any member of the City Council or any member of the Planning and Zoning Commission of the City or any member of the governing body of any taxing unit joining in or adopting this Agreement.
- E. This Agreement is intended to comply with the requirements of Section 312.204 of the Code and is authorized by the Texas Property Redevelopment and Tax Abatement Act of the Texas Tax Code, Chapter 312, by the Guidelines and by resolution of the City Council authorizing execution of this Agreement.
- F. During the period of the tax abatement herein authorized, Finisar shall be subject to all applicable taxation not specifically abated or exempted, including but not limited to sales tax and ad valorem taxation on land, inventory and supplies.
- G. The Premises shall at all times be used in the manner (1) that complies with the City’s Ordinances, regulations, and other laws, and (2) that, during the period taxes are abated hereunder, is consistent with the general purposes of encouraging development or redevelopment within the Zone as set forth in the Guidelines as of the Effective Date.
- H. Finisar acknowledges and agrees, beginning on the date a final Certificate of Occupancy is issued for Finisar’s occupancy of the Phase II Improvements and continuing during the term of this Agreement, that Finisar or a Finisar Affiliate shall, subject only to events of Force Majeure, continuously own and occupy the Premises, and shall continuously operate and maintain the Premises as an electronics manufacturing facility.

III. PHASE II IMPROVEMENTS

- A. Finisar contemplates constructing or causing to be constructed on the Land the Phase II Improvements. Finisar represents that the approximate cost of construction of the Phase II Improvements is \$50 million. In order to receive the Tax Abatement under this Agreement, Finisar agrees, subject to events of Force Majeure, to cause Commencement of Construction of the Phase II Improvements to occur on or before February 28, 2022, and

to cause Completion of Construction thereof on or before December 31, 2022. The location of the Phase II Improvements is to be shown on a site plan of the Premises submitted to, and approved by, the City. Nothing in this Agreement shall obligate Finisar to construct the Phase II Improvements on the Land and/or to locate and maintain any Phase II Tangible Personal Property on the Premises, but said actions are conditions precedent to the Tax Abatement provided herein.

- B. As a condition precedent to the initiation of the Tax Abatement set forth in this Agreement, Finisar will diligently and faithfully, in good and workmanlike manner, pursue the Completion of Construction of the Phase II Improvements in accordance with all applicable state and local laws, codes, and regulations.
- C. Finisar shall maintain the Premises during the term of this Agreement in accordance with all applicable state and local laws, codes, and regulations.
- D. The City, its agents and employees shall have the right of reasonable access to the Premises during construction to inspect the Phase II Improvements at reasonable times and with reasonable notice to Finisar, and in accordance with Finisar's visitor access and security policies, to ensure that the construction of the Phase II Improvements are in accordance with this Agreement and all applicable state and local laws, codes, and regulations. After completion of the construction of any Phase II Improvements, the City, its agents and employees shall have the continuing right to inspect the Premises at reasonable times with reasonable notice to Finisar, and in accordance with Finisar's reasonable visitor access and security policies, to ensure that the Premises is thereafter maintained and operated in accordance with this Agreement during the term hereof.

IV. TAX ABATEMENT

- A. Subject to the terms and conditions of this Agreement, and to the extent authorized by the Texas Constitution and the Tax Code, the City grants Finisar the Tax Abatement set forth in this Article IV. The Tax Abatement is subject to and conditioned on the Completion of Construction within the timeframe set forth in Article III above. Subject to the notice and cure provisions set forth in this Agreement, this Agreement shall automatically terminate without notice to any party if the Completion of Construction does not occur within the timeframe set forth in Article III above unless such delay is caused by events of Force Majeure.
- B. Subject to the conditions set forth herein, Finisar shall receive an abatement of the maintenance and operations portion of the City's property tax rate based on the following schedule:

<i>Year</i>	<i>Percentage Abated</i>
1	60%
2	60%

3	60%
4	60%
5	60%
6	50%
7	50%
8	50%
9	25%
10	25%

The annual percentage of abatement shall be calculated based on the excess of (i) the Taxable Value of all of the Phase II Improvements and the Phase II Tangible Personal Property, less (ii) \$184,545,304.00 (the agreed Taxable Value for the Base Year of the Phase I Improvements and Phase I Tangible Personal Property located on the Land). In no event shall the Tax Abatement apply to the debt service portion of the City's property tax rate. The Tax Abatement shall commence on the Commencement Date and shall continue for a period of ten (10) consecutive calendar years thereafter; provided, however, no Phase II Improvements or Phase II Tangible Personal Property shall be eligible for the Tax Abatement after ten (10) calendar years from the Commencement Date, regardless of circumstance or the date Finisar obtains Completion of Construction of the Phase II Improvements or places the Phase II Tangible Personal Property into service. Provided that the requirements set forth in this Agreement are satisfied in connection with minimum capital investment requirements, minimum Employment Positions and Completion of Construction of the Phase II Improvements, the Tax Abatement shall apply to any Phase II Improvements constructed, and any Phase II Tangible Personal Property placed into service, during the term of the Tax Abatement.

V.

PHASE II CAPITAL INVESTMENT; INVESTMENT REPORTS

Finisar covenants and agrees that the Phase II Capital Investment in the Phase II Improvements and the Phase II Tangible Personal shall meet or exceed the aggregate amount of \$50 million as of the Completion of Construction. Finisar shall provide the City with reports in a form reasonably acceptable to the City certifying Finisar's compliance with the minimum Capital Investment set forth herein (the "**Investment Reports**"). The Investment Reports shall be prepared and maintained in accordance with generally accepted accounting principles and shall include information on the extent and the amount of Finisar's investments in the Phase II Improvements and the Phase II Tangible Personal Property. Finisar agrees to submit the Investment Reports no later than thirty (30) days following the start of the Commencement Date and on or before January 31 of each successive calendar year during the term of this Agreement. The City shall have the right to inspect Owner's books and records relating to the construction of the Phase II

Improvements and the acquisition, location and maintenance of the Phase II Tangible Personal Property on the Premises, subject to Finisar's reasonable security and confidentiality requirements.

VI. PHASE II EMPLOYMENT COMMITMENTS; EMPLOYMENT REPORTS

Finisar covenants and agrees to employ and maintain no fewer than 350 Employment Positions at the Premises beginning on the Commencement Date and throughout the term of this Agreement. Within thirty (30) days following the Commencement Date and then as part of its Certification of Compliance each successive year thereafter during the term of this Agreement, Finisar agrees to provide the City with reports in a form reasonably acceptable to the City certifying Finisar's compliance with the above commitment to Employment Positions and shall include information on the number of Employment Positions created, filled or contracted for at the Improvements (the "**Employment Reports**"). The City shall have the right to inspect Finisar's payroll and other employment records, including Finisar's management system assigned to the Premises, relating to the Employment Positions on the Premises, subject to Finisar's reasonable security and confidentiality requirements.

VII. DEFAULT

- A. The following shall constitute an "Event of Default" hereunder: (1) Finisar's failure to cause Commencement of Construction or Completion of Construction of the Phase II Improvements in accordance with this Agreement; (2) Finisar's failure to pay any Delinquent Ad Valorem Taxes owed to the City or any other taxing authority; (3) Finisar's failure to make the Phase II Capital Investment; (4) Finisar's failure to meet the employment commitments described herein; (5) Finisar suffering an Event of Bankruptcy or Insolvency; or (6) Finisar breaching any of the terms and conditions of this Agreement, including without limitation, the other conditions to the Tax Abatements set forth herein.
- B. Upon breach by Finisar of any obligations under this Agreement, the City shall notify Finisar in writing. Finisar shall have ninety (90) days from receipt of the notice in which to cure any such default. If the default cannot reasonably be cured within a ninety (90) day period, other than a monetary default, and Finisar has diligently pursued such remedies as shall be reasonably necessary to cure such default, then the City shall extend the period in which the default must be cured for an additional sixty (60) days.
- C. Upon the occurrence and during the continuance of an Event of Default, the City shall have all remedies available to it at law or in equity, including without limitation, termination of this Agreement. Upon an Event of Default, the City shall have the right hereunder to enforce specific performance of amounts owed to the City or to bring an action to collect such amounts. The City also will have the right to pursue legal action against Finisar to recapture the total amount of Tax Abatements granted to Finisar during the term of this Agreement. Upon the occurrence of an Event of Default there will be a stay of Tax Abatements and the City will be relieved of its obligations herein until such Event of Default is cured within the applicable cure period described.

- D. Periods described above for curing a delinquency or violation hereunder shall toll, and shall not be considered for any purpose as having run, beginning on the day Finisar files a petition in district court in Grayson County, Texas to determine whether a delinquency or violation has in fact occurred under this Agreement and/or to determine whether any attempt to cure has been sufficient, and ending upon the issuance of a final court decision or other final resolution of such court proceeding.
- E. Upon any termination of this Agreement by the City, all tax abated as a result of this Agreement shall become a debt of Finisar to the City as liquidated damages, and shall become due and payable not later than thirty (30) days after a notice of termination is delivered to Finisar. Finisar agrees that the City shall have all remedies for the collection of this debt as provided generally in the Tax Code for the collection of delinquent property tax. The City, at its sole discretion, has the option to provide a repayment schedule. The computation of tax abated for the purposes of the Agreement shall, with respect to any tax year in which an abatement was granted, be based upon the portion of the Taxable Values of any Phase II Improvements and any Phase II Tangible Personal Property which received abatement in such year, multiplied by the City's maintenance and operations tax rate applicable in such year, as calculated each year by the Tax Assessor-Collector for the City, as the case may be.

VIII. ANNUAL APPLICATION FOR TAX EXEMPTION

It shall be the responsibility of Finisar, pursuant to the Tax Code, to file an annual exemption application form with the chief appraiser for the Grayson County Appraisal District and any other appraisal district in which the eligible taxable property has situs. A copy of the exemption application shall be submitted to the City contemporaneously therewith.

IX. ANNUAL RENDITION

Finisar shall annually render the value of the Phase II Improvements and the Phase II Tangible Personal Property eligible for the Tax Abatement, being the subject of the abatement provided herein, to the Grayson County Appraisal District and any other appraisal district in which the eligible taxable property has situs and provide a copy of the same to the City simultaneously therewith.

X. EFFECT OF SALE, ASSIGNMENT OR LEASE OF PROPERTY

This Agreement shall be binding on and inure to the benefit of the parties to it and their respective heirs, executors, administrators, legal representatives, successors, and assigns. This Agreement may not be assigned without the written consent of the City, which shall not be unreasonably withheld. Notwithstanding the foregoing, so long as no Event of Default of Finisar under this Agreement exists and remains uncured, Finisar may, without the prior written consent of the City, (1) assign its rights and obligations under this Agreement to an Affiliate of Finisar, so long as such Affiliate continues to be wholly-owned, directly or indirectly, by Finisar or one of its constituent

parties and Finisar notifies the City in advance of such assignment and provides evidence reasonably satisfactory to the City that such assignee is an Affiliate, or (2) make a collateral assignment of the Agreement solely for the benefit of a creditor providing financing for the Phase II Improvements or the Phase II Tangible Personal Property. In the event the City consents to an assignment of this Agreement by Finisar, no further assignment shall be made without the express consent in writing of the City, unless such assignment may otherwise be made without such consent pursuant to the terms of this Agreement. Except as otherwise set forth herein, an assignment by Finisar of its interest in this Agreement shall not relieve Finisar from its obligations under this Agreement unless approved by the City.

XI. NOTICE

All notices called for or required by this Agreement shall be addressed to the following, or such other Party or address as either Party designates in writing, by certified mail, postage prepaid or by hand delivery:

If to the City:

City of Sherman, Texas
220 W. Mulberry Street
Sherman, Texas 75090
Attn: City Manager

With required copy to:

Abernathy, Roeder, Boyd & Hullett, P.C.
1700 Redbud Blvd., Suite 300
McKinney, Texas 75069
Attn: Ryan D. Pittman

If to Finisar:

Finisar Sherman RE HOLDCO, LLC
6800 South U.S. Highway 75
Sherman, Texas 75090
Attn: _____

XII. TERM

The term of this Agreement shall begin on the Effective Date and shall continue during the period set forth in Article IV hereof, unless sooner terminated.

XIII. AUTHORIZATIONS

The City Council has authorized the City Manager to execute this Agreement on the City's behalf. This Agreement was entered into by Finisar pursuant to authority granted by one or more of its officers to execute this Agreement on behalf of Finisar.

XIV. SEVERABILITY

In the event any section, subsection, paragraph, sentence, phrase or word herein is held invalid, illegal or unconstitutional, the balance of this Agreement, shall be enforceable and shall be enforced as if the parties intended at all times to delete said invalid section, subsection, paragraph, sentence, phrase or word. If any subsequent federal or state legislation or any decision of a court of competent jurisdiction declares or renders this Agreement or any part hereof invalid or illegal, the parties agree to terminate (or if feasible, modify) this Agreement and to negotiate in good faith a remedy that preserves the intent of the parties hereunder as much as reasonably possible.

XV. APPLICABLE LAW

This Agreement shall be construed under the laws of the State of Texas. Venue for any action under this Agreement shall be in the State District Court of Grayson County, Texas. The parties consent to venue and to the jurisdiction of the State District Court of Grayson County, Texas.

XVI. INDEMNIFICATION

- A. IN ADDITION TO THE OTHER REMEDIES AFFORDED TO THE CITY IN THIS AGREEMENT, FINISAR SHALL RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY, ITS COUNCILMEMBERS, OFFICERS, EMPLOYEES, ATTORNEYS, CONTRACTORS, OR AGENTS (HEREINAFTER “CITY’S INDEMNIFIED PARTY”) FOR, FROM AND AGAINST ANY AND ALL LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, COURT COSTS, ATTORNEYS’ FEES AND COSTS OF INVESTIGATION, REMOVAL AND REMEDIATION, AND GOVERNMENTAL OVERSIGHT COSTS), ENVIRONMENTAL OR OTHERWISE OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON OR ENTITY DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM, OR RELATED TO (IN WHOLE OR IN PART) FINISAR’S PERFORMANCE OF ITS OBLIGATIONS PURSUANT TO THIS AGREEMENT.
- B. Notice of Indemnified Loss. The City’s Indemnified Party shall promptly notify Finisar of any indemnified Losses or Claim for indemnified Losses in respect of which the City’s Indemnified Party may be entitled to indemnification under this Article XVI. Such notice shall be given as soon as reasonably practicable after the City’s Indemnified Party becomes aware of the Loss or Claim for Losses.
- C. Defense of Third Party Claims. In the event any action or proceeding shall be brought against the City’s Indemnified Party by reason of any matter for which the City’s Indemnified Party is indemnified hereunder, Finisar shall, upon notice from the City’s Indemnified Party or its authorized agents or representatives, at Finisar’s sole cost and expense, resist and defend the same with legal counsel selected by Finisar; provided, however, that Finisar shall not admit liability in any such matter on behalf of the City’s Indemnified Party. Finisar’s obligation to defend shall apply regardless of whether the City’s Indemnified Party is solely or concurrently negligent. Nothing herein shall be deemed to prevent the City’s Indemnified Party at its election and at its own expense from

cooperating with Finisar and participating in the defense of any litigation by their own counsel. If Finisar fails to retain defense counsel within seven (7) business days after receipt of City's Indemnified Party written notice that the City's Indemnified Party is invoking its right to indemnification under this Agreement, the City's Indemnified Party shall have the right to retain defense counsel on their own behalf, and Finisar shall be liable for all usual and customary defense costs incurred by the City's Indemnified Party.

- D. Limitation on Indemnity. The amount owing to an Indemnified Party will be the amount of the Indemnified Party's Losses net of any insurance proceeds received by the indemnified Party following a reasonable effort by the Indemnified Party to obtain such insurance proceeds.

XVII. ENTIRE AGREEMENT

This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to the matters in this Agreement, and except as otherwise provided herein cannot be modified without written agreement of the parties to be attached to and made a part of this Agreement. The parties agree this Agreement has been drafted jointly by the parties and their legal representatives.

XVIII. RECORDATION OF AGREEMENT

A certified copy of this Agreement in recordable form shall be recorded in the real property records of Grayson County, Texas.

XIX. INCORPORATION OF RECITALS; EXHIBITS

The determinations recited and declared in the preambles to this Agreement are hereby incorporated herein as part of this Agreement. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

XX. CERTIFICATIONS REQUIRED BY TEXAS LAW

- A. Pursuant to Section 2271.002, Texas Government Code, Finisar hereby represents that neither Finisar, nor any wholly owned subsidiary, majority-owned subsidiary, parent, owner or affiliate of Finisar "boycotts Israel", and subject to or as otherwise required by applicable federal law, including without limitation 50 U.S.C. Section 4607, Finisar agrees it will not boycott Israel during the term of this Agreement. As used in the immediately preceding sentence, "boycott Israel" shall have the meaning given such term in Section 2271.001, Texas Government Code.
- B. Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Finisar certifies that it is not engaged in business with Iran, Sudan or a foreign terrorist organization.

- C. Pursuant to Chapter 2274, Texas Government Code, Finisar verifies that (i) it does not boycott energy companies and will not boycott energy companies during the term of this Agreement and (ii) it does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement.
- D. Pursuant to Chapter 2264, Texas Government Code, Finisar represents and certifies that it does not and will not knowingly employ any undocumented worker at the Premises or on the Land who is not lawfully admitted for permanent residence to the United States or authorized under law to be employed in the United States. If, after receiving any public subsidy from the City under this Agreement, Finisar is convicted of a violation under 8 U.S.C. § 1342a(f), Finisar shall repay to the City an amount equal to all Grant payments tendered to TI under this Agreement plus interest at the annual rate of four percent (4%) not later than the 120th day after the date the public agency, state or local taxing jurisdiction notifies Finisar of such violation.

XXI. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument. The parties acknowledge the inherent unpredictability of the global semiconductor industry and the possibility that schedules for investment and job creation and other provisions may require adjustment over the terms of this Agreement, subject to the mutual written assent of all parties.

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective on the Effective Date.

CITY OF SHERMAN, TEXAS,
a Texas home rule municipality

By: _____
Robby Hefton, City Manager

ATTEST:

By: _____
Linda Ashby, City Clerk

APPROVED AS TO FORM:

By: _____
Ryan D. Pittman, City Attorney

FINISAR SHERMAN RE HOLDCO, LLC,
a Texas Limited Liability Company

By: _____
Printed Name: _____
Title: _____

EXHIBIT A
Legal Description of the Land

As-Surveyed Legal Description

Being the Lot created by the final plat of MEMC southwest addition, an addition to the City of Sherman, Grayson County, Texas, according to the plat of record in Volume 11, Page 1, plat records, Grayson County, Texas, and being more fully described in exhibit "A" attached.

BEING a 76.763 acre tract of land situated in the City of Sherman, in the James A. Fester Survey, Abstract No. 418, the Robert Foster Survey, Abstract No. 420 and the Marlon G. Fellers Survey, Abstract No. 427 of Grayson County, Texas and being part of the MEMC SOUTHWEST ADDITION, an addition to the City of Sherman, according to the plat thereof, recorded in Volumes 11, page 1 of the Map & Plat Records of Grayson County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at 1/2 inch iron rod topped with a red plastic cap, stamped "RPLS 4701" (hereinafter referred to as "with cap"), found for the Northeast corner of and MEMC Southwest Addition, on the West right-of-way line of U.S. Highway 75 (variable width right-of-way at this point) and said point also being on the East line of that original called 470.340 acre tract of land described in a deed to Texas Instruments Incorporated; recorded in Volume 1036, Page 247 of the Deed Records of Grayson County, Texas (DRGCT):

THENCE: South 11 deg. 13 min. 59 sec. West, along the common line of said addition and highway, a distance of 1,017.15 feet Texas Department of Transportation (TXDOT) brass monument in concrete, found for the North corner of that certain called 1,506 acre tract of land described in a deed from MEMC Southwest, Inc. to the State of Texas, dated December 15, 2003 and recorded in Volume 3562, Page 651, DRGCT;

THENCE: Departing from the original East line of said MEMC Southwest Addition and along the West line of said 1,506 acre tract as follows:

South 22 deg. 32 min. 59 sec. West - 407.99 feet to a TXDOT monument found for corner;
South 11 deg. 13 min. 57 sec. West - 444.88 feet to a TXDOT monument found for corner;
South 50 deg. 56 min. 32 sec. West - 78.08 feet to a TXDOT monument found for corner;
South 11 deg. 15 min. 08 sec. West - 84.36 feet to a 1/2 inch iron rod, with cap, set for the Southwest corner of said 1,506 acre tract, on the South line of said MEMC Southwest Addition and same being the North right-of-way line of Shepherd Road as described to the City of Sherman by the above described plat recorded in Volume 11, page 1 of the Map & Plat Records of Grayson County, Texas;

THENCE: Along the common line of said MEMC Southwest Addition and said Shepherd Road as follows:

North 89 deg. 54 min. 01 sec. West - 384.25 feet to a 1/2 inch iron rod, with cap found for corner;
North 89 deg. 47 min. 22 sec. West - 741.16 feet to a 1/2 inch iron rod, with cap found for corner;
South 89 deg. 55 min. 13 sec. West - 308.42 feet to a 1/2 inch iron rod, with cap, found for the Southwest corner of said MEMC Southwest Addition and same being the East line of the above described Texas Instruments Incorporated original 470.340 acre tract;

THENCE: North 00 deg. 15 min. 45 sec. East, along the common line of said MEMC Southwest Addition and said Texas Instruments tract, a distance of 1,943.26 feet to a 1/2 inch iron rod, with cap, found for the Northwest corner of said MEMC Southwest Addition;

THENCE: South 89 deg. 53 min. 56 sec. East, continuing along the common line of said addition and said Texas Instrument tract, a distance of 1,943.27 feet to the POINT OF BEGINNING and containing 3,343,764 square feet 76.763 acres of land, more or less.

The above description describes the same property described in Title Commitment GF No. 4712009475, issued by Chicago Title Insurance Company with and effective date of January 25, 2016 at 8:00 a.m.



EXHIBIT B
Description of the Premises

[TO BE PROVIDED UPON CERTIFICATE OF OCCUPANCY]

EXHIBIT C
Description of the Phase II Improvements

Approximately \$50 million in real property improvements and equipment purchases and installation of new equipment. Improvements will consist primarily of clean-room finish-out, other manufacturing space and tooling of existing space within the facility. No additional square footage will be added in Phase II.



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Called Meeting

F. 4.

Meeting Date: 12/13/2021

Prepared By: Zachary Flores, Police Chief

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6830

Authorizing the Purchase of New Console Positions, Consolette Radios and an 80FT Monopole with Antenna Lines and Assembly through Motorola Solutions through the Texas DIR Agreement (DIR-TSO-4101)

Issue:

To consider approval of a resolution to purchase of new console positions, consolette radios and an 80FT monopole with antenna lines and assembly through Motorola Solutions through the Texas DIR Agreement (DIR-TSO-4101).

Background:

The requested purchase is for 5MCC7500E console positions, 5 APX consolette radios, and 80FT Monopole with antenna lines & assembly.

Origination:

Sherman Police Department

Financial Consideration:

This equipment will be purchased from Motorola Solutions for \$699,799 through the Texas DIR Agreement (DIR-TSO-4101). Funding for this purchase will come from the 2021 Certificate of Obligation bond proceeds and the 9-1-1 Fund. The equipment is part of the current project to construct a new Police Department Headquarters

Staff Recommendation:

It is recommended that staff be authorized to purchase the new equipment through Motorola Solutions

Alternatives:

As may be recommended by the City Council

Attachments

Resolution No. 6830

Proposal

DIR-TSO-4101 Contract

RESOLUTION NO. 6830

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF NEW CONSOLE POSITIONS, CONSOLETTES RADIOS AND AN 80FT MONOPOLE WITH ANTENNA LINES AND ASSEMBLY THROUGH MOTOROLA SOLUTIONS THROUGH THE TEXAS DIR AGREEMENT (DIR-TSO-4101); 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 Motorola Solutions through the Texas DIR Agreement (DIR-TSO-4101) new console positions, consolette radios and an 80FT monopole with antenna lines and assembly at a total price of Six Hundred Sixty-six Thousand Seven Hundred Ninety-Nine Dollars and Zero Cents (\$669,799). Any agreements related to the purchase must be approved by the City Attorney. Funds for this purchase are being committed out of the City of Sherman's fiscal year 2021-2022 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 13th day of December, 2021.

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



CITY OF SHERMAN, TX

MCC7500E CONSOLES & MONOPOLE

DECEMBER 2, 2021

The design, technical, pricing, and other information ("Information") furnished with this submission is proprietary and/or trade secret information of Motorola Solutions, Inc. ("Motorola Solutions") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the Information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola Solutions.

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MOTOROLA SOLUTIONS

Motorola Solutions, Inc.
1303 E. Algonquin Rd.
Schaumburg, IL 60196
USA

Tel. + 1 847 576 5000
Fax + 1 847 538 6020

December 2, 2021

Wes Trisler
City of Sherman Police Department
317 S. Travis Street
Sherman, TX 75090

Subject: MCC7500E Consoles & Monopole at the new Police Department

Dear Assistant Chief Trisler,

Motorola Solutions, Inc. ("Motorola Solutions") is pleased to have the opportunity to provide The City of Sherman, TX with quality communications equipment and services. The Motorola Solutions project team has taken great care to propose a solution that will meet your needs and provide unsurpassed value.

To best meet the functional and operational specifications of this solicitation, our solution includes a combination of hardware, software, and services. Specifically, this solution is for 5 MCC7500E console positions, 5 APX console radios, and 80FT Monopole with antenna lines & assembly.

This proposal is based upon and subject to the terms and conditions of the Texas DIR Agreement (DIR-TSO-4101), including Motorola's Software Licensing Agreement, and remains valid for a period of 90 days from the date of this cover letter. This proposal may be accepted by issuing a purchase order that specifically references "Motorola's Proposal and the terms and conditions of the Texas DIR-TSO-4101 Contract." Alternatively, Motorola Solutions would be pleased to address any concerns Sherman, TX may have regarding this proposal. Any questions can be directed to your Motorola Account Executive, Robert Smoczynski, at 312.339.9974.

We thank you for the opportunity to furnish The City of Sherman, TX with "best in class" solutions and we hope to strengthen our relationship by implementing this project. Our goal is to provide you with the best products and services available in the communications industry.

Sincerely,

Motorola Solutions, Inc.

Brad Rice
Area Sales Manager

SECTION 1

SYSTEM DESCRIPTION

1.1 SYSTEM OVERVIEW

Motorola Solutions is pleased to provide City of Sherman with this proposal for

- (5) MCC 7500E Dispatch Console Operator Positions
 - (4) positions at the new dispatch center
 - (1) position in the basement of the EOC
- (5) APX Console radios
 - (3) VHF Single Band radios
 - (2) VHF/800 MHz Dual Band radios
 - (1) 700 MHz Control Station Combiner
 - (2) 700 MHz Antenna/Line assemblies
 - (1) VHF Control Station Combiner
 - (2) VHF Antenna/Line assemblies
- (1) MCC7500 AIS for IP logging recorder interface*
- (1) 80 ft Monopole

**The City will need to work directly with its logging vendor to ensure the logger has all the required software and licenses to interface to the MCC7500 AIS.*

1.2 MCC 7500E DISPATCH CONSOLE

The offering is comprised of Qty 5 IP based MCC 7500E dispatch console operator positions.

1.2.1 MCC 7500E OVERVIEW

The Motorola MCC 7500E Dispatch Console is a Wireline console for use on Motorola's ASTRO 25 systems. It offers scalable capacity and flexible deployment options and is a software-based dispatch console that requires no external hardware connections (no VPM) to perform dispatch operations. Audio Vocoding is performed within the Windows operating system.

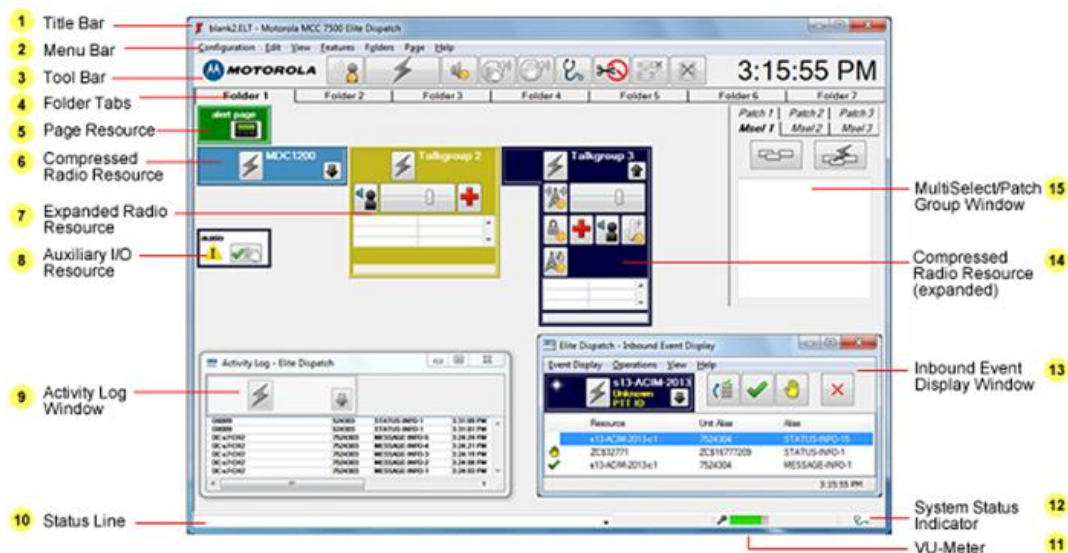
With scalable resource capacity choices and a variety of options including End-to-end Encryption, External Phone Interface, and an Enhanced IRR, customers are able to set features and capacity at the optimal price point to meet their needs.

The MCC 7500E Dispatch Console offers the flexibility to be deployed at a console site within the ASTRO 25 radio network or outside of the ASTRO 25 network. The MCC 7500E Dispatch Console includes the features expected in a high tier Console including Emergency and Console Priority and offers a choice of Motorola or COTS accessories.



1.2.2 ELITE DISPATCH GRAPHICAL USER INTERFACE

The Motorola MCC 7500E Dispatch Console uses the Elite Dispatch graphical user interface (GUI) which is the same GUI used by the MCC 7500 Dispatch Console for displaying information to and accepting commands from the dispatch console user. The Elite Dispatch GUI is efficient, easy to use and intuitive, and has been refined and improved with user controlled color and size of resources. Figure below shows an example of MCC 7500E Elite Dispatch GUI.



The proposed MCC7500E consoles have been equipped with licensing to support no more than 15 resources on the console. Should the City choose at a later time to add access to additional channel resources (up to 160), Motorola can provide a quote to perform this resource expansion.

1.2.3 PERIPHERAL CONFIGURATION TOOL

The MCC 7500E Dispatch Console software installation automatically configures the computers' output and input sources for voice and audio. The Desktop Mic is set to be the Default input and Speakers 1 and 2 are set to be the default output. These input and output devices can be modified from their default setting using the MCC 7500E Peripheral Configuration Tool (PCT). The PCT comes with the MCC 7500E Dispatch Console software and is automatically installed. When launched, the Peripheral Configuration Tool reads all audio devices that are currently connected.

The Peripheral Configuration Tool supports:

- Dynamic remapping of peripherals
- Dynamic disconnection and connection of peripherals

1.2.4 ENHANCED INSTANT RECALL RECORDER (IRR)

The MCC 7500E Enhanced Instant Recall Recorder (IRR, aka, EIRR) is a Motorola developed instant recall recorder solution integrated with the MCC 7500E Dispatch Console software application. This application provides the dispatch operator with the ability to instantly replay various types of recently received audio at the MCC 7500E Dispatch

Console. Audio and call data from any radio or telephony resource can be recorded and easily played back. Functionality provided includes filtering, sorting, speed control, AGC, noise reduction, waveform display and a highly configurable screen display.

1.2.5 DISPATCH COMPUTER

The MCC 7500E Dispatch Console use an off-the-shelf personal computer running the Microsoft Windows operating system. The certified workstation is a small-form-factor (SFF) desktop workstation and comes with the Windows operating system, a USB keyboard, a USB mouse, four Type A USB ports, two Type C USB ports, four DisplayPort ports, one analog headset 3.5 mm jack and a single Ethernet port. Each PC ships with an external “brick” power supply and a North American AC line cord.

1.2.6 USB AUDIO INTERFACE MODULE (AIM)



The USB Audio Interface Module (AIM) is an external device that is connected to the MCC 7500E Dispatch Console. It functions as an interface between analog devices and the console position and as a general-purpose input/output module. The dispatch console is capable of supporting a single AIM.

The USB Audio Interface Module supports audio routing between the dispatch operator and the MSI purpose-built analog peripherals. The USB AIM connects to the MCC 7500E Dispatch Console with a USB cable.

Headset Jackbox

The headset jack box is specifically designed for use with various Motorola consoles and allows a dispatch console user to use a headset while operating the dispatch console. When used with the MCC 7500E console, it requires an AIM module also be used.

The USB Audio Interface Module can support up to two headset jackboxes allowing simultaneous use of two separate headsets. The headset jackbox supports headsets that use either 6-wire or 4-wire frame connectors. The 6-wire headsets have a PTT button while the 4-wire headsets do not have a PTT button.

A single headset jackbox and headset base per position have been included in this proposal

Footswitch

The footswitch is specifically designed for use with various Motorola consoles. When used with the MCC 7500E console, it requires an AIM module also be used. It provides two foot pedals, one for transmit and the other for monitor. Each MCC 7500E Dispatch Console can support one footswitch.

The footswitch provides two foot pedals in a rugged, metal housing with a 10 foot cable. One pedal is for the general transmit feature and the other pedal is for the monitor feature. The footswitch makes it possible for a dispatch operator to operate these features with their feet so their hands are free for other tasks.

Gooseneck Microphone

The desktop gooseneck microphone is specifically designed for use with various Motorola consoles. When used with the MCC 7500E console, it requires an AIM module also be used. It has an 18 inch flexible shaft, a transmit button, a monitor button and a 10 foot cable to connect it to the AIM. The 18-inch long, flexible shaft makes it possible for the dispatcher to position the microphone head within a few inches of their mouth even when the base is placed behind a keyboard or writing area.

If a desk microphone is connected to a dispatch console while no headsets are connected, the desk microphone is active whenever any transmit function is active. If a desk microphone is connected to a dispatch console while one or two headsets are connected, the desk microphone is only active during a transmit function when the dispatcher presses the transmit button on it. This solution prevents the desk microphone from picking up unwanted background sound when the dispatcher uses a headset to transmit.

Each MCC 7500E Dispatch Console can support 1 desktop microphone.

Desktop Speakers

Two audio speakers have been included with each console position and can be configured to transmit audio from a specific talkgroup or set of talkgroups. Each speaker is a self-contained unit, with individual volume controls and can be placed on a desktop, or mounted on a rack or computer display.

The MCC 7500E can support a maximum of 8 individual speakers per dispatch position. (2) speakers have been included per position in this proposal.

1.2.7 GGM 8000 Gateway with a Conventional Channel Gateway Interface (CCGW)



The GGM 8000 interfaces analog and ASTRO 25 conventional channels to your ASTRO 25 radio system. The proposed GGM 8000 contains eight analog ports, eight V 24 ports, and an Ethernet port, supporting up to 16 conventional channels. It will also support up to 16 IP based channels, bringing the total number of supported channels to 32. The GGM 8000 can simultaneously support a combination of analog, MDC 1200, ACIM Link, digital and mixed mode channels. The proposal includes Qty 1 Enhanced HD CCGW.

Integration of control stations (and conventional base stations) into the ASTRO 25 network is accomplished in MCC 7500 architecture with Conventional Channel Gateways (CCGWs). Control stations are connected to the CCGW with four-wire tone or ACIM connections. The CCGW performs the analog to digital audio conversion.

1.1 BACKHAUL LINK REQUIREMENTS

City of Sherman shall be responsible to provide the fiber link between the primary dispatch center and the single position residing at the EOC. This link will need to meet the specifications in this section to meet optimal performance.

- Bandwidth (Mbps): 2 Mbps.
- Jitter < 0.1%
- Latency < 8 ms (one way delay budget)
- Packet loss < 0.01%

1.3 MONOPOLE TOWER

Motorola has included an 80 ft monopole as part of this proposal, to provide a mounting structure for the proposed console antennas. The proposed pole includes

- Pole sections and accessories to be hot dipped galvanized.
- Transmission line entry ports at the base of the pole.
- Transmission line exit ports at each specified antenna level.
- Pole assembly hardware.
- Removable climbing steps with galvanized Tuf-Tug cable type safety climb system (less harness).
- Includes TIA-G standard grounding provisions welded to pole.
- Includes 4'-7' adjustable lightning rod.
- F1403010/ D1 FTS 370w LED SMART
- Wind and Ice load : TIA-222-H, 90 mph 3-sec gust basic wind speed (no ice) and 30 mph wind speed with .75" ice, with Structure Class 3, Exposure C criteria, and Topographical Category 2 per ANSI/TIA-222-G

1.4 EQUIPMENT LIST

QTY	DESCRIPTION
1	SINGLE ZONE CONV NON-RED CORE
1	ADD: RACK
1	ADD: APPLICATION SERVER
1	ADD: UEM LITE SESSION
1	ADD: TERMINAL SERVER

QTY	DESCRIPTION
1	ADD: FIREWALL
1	8 PORT LCD KVM 8 USB-PS 2 COMBO CABLES
1	Z2 MINI RACK MOUNT BRACKET WITH Z4/Z6 G4 RAIL RACK KIT
1	Z2 G5 MINI WORKSTATION NON RETURNABLE
1	GGM 8000 GATEWAY
1	ADD: AC POWER
1	ADD: HIGH DENSITY ENH CONV GATEWAY
2	SPD, TYPE 3, 120V RACK MOUNT, 15A PLUG-IN W/ (6) 15A NEMA 5-15 OUTLETS
1	SEVEN AND A HALF FOOT RACK
1	SPD, SHIELDED RJ-45 JACK, SINGLE LINE GBE (1000MBPS) R56 COMPLIANT
2	RACK MOUNT GROUND BAR, 19 IN FOR TSJ AND WPH SERIES DATA SPDS
8	BRKT, CBL SUPPORT
2	GROUNDING BUS BAR
1	GGM 8000 GATEWAY
1	ADD: AC POWER
1	ADD: HIGH DENSITY ENH CONV GATEWAY
1	USB AUDIO INTERFACE MODULE
1	SPEAKER, DESKTOP, USB
1	ADD: POWER SUPPLY WITH DC CORD
1	ADD: AC LINE CORD, NORTH AMERICA
1	ADD: USB CABLE, TYPE C TO TYPE C, 4.5M
1	MCC SERIES DESKTOP GOOSENECK MICROPHONE
1	MCC SERIES HEADSET JACK
1	2930F 24-PORT SWITCH
1	FRU: 1M DAC CABLE
3	ALL BAND CONSOLETTTE
3	ADD: AC LINE CORD US
3	ENH: CONVENTIONAL OPERATION
3	ENH: ASTRO DIGITAL CAI OP APX
3	ADD: NO MICROPHONE NEEDED



QTY	DESCRIPTION
3	DEL: DELETE 7/800MHZ BAND
3	DEL: DELETE UHF BAND
3	ADD: AES ENCRYPTION APX AND ADP
3	ADD: FULL FP W/E5/KEYPAD/CLOCK/VU
3	ADD: 3Y ESSENTIAL SERVICE
2	ALL BAND CONSOLETTTE
2	ADD: AC LINE CORD US
2	ENH: CONVENTIONAL OPERATION
2	ENH: ASTRO DIGITAL CAI OP APX
2	ADD: NO MICROPHONE NEEDED
2	DEL: DELETE UHF BAND
2	ADD: AES ENCRYPTION APX AND ADP
2	ADD: FULL FP W/E5/KEYPAD/CLOCK/VU
2	ADD: 3Y ESSENTIAL SERVICE
2	CABLE CH, PROGRAMMING,USB
5	APX CONSOLETTTE RACK MOUNT KIT
5	MULTIPLEXER QMA APX CONSOLETTTE
1	8 CHANNEL CONTROL STATION COMBINER PASSIVE, CSC02 150-174MHZ
1	8 CHANNEL CONTROL STATION COMBINER (PASSIVE), CSC02,764-869MHZ
1	MCC 7500E SOFTWARE DVD
4	MCC 7500E DISPATCH POSITION LICENSES
4	ADD: 15 RADIO RESOURCES LICENSE
4	ADD: BASIC CONSOLE OPERATION
4	ADD: ADVANCED CONVENTIONAL OPERATION
4	ADD: ENHANCED IRR
4	ADD: SECURE OPERATION
4	ADD: ADP/AES/DES-OFB ENCRYPTION
4	USB AUDIO INTERFACE MODULE
4	TECH GLOBAL EVOLUTION SERIES 24INCH WITH TOUCH
4	Z2 G5 MINI WORKSTATION NON RETURNABLE



QTY	DESCRIPTION
4	LOGITECH Z130 SPEAKERS
8	SPEAKER, DESKTOP, USB
8	ADD: POWER SUPPLY WITH DC CORD
8	ADD: AC LINE CORD, NORTH AMERICA
8	MCC SERIES HEADSET JACK
4	MCC SERIES DESKTOP GOOSENECK MICROPHONE
8	HDST MODULE BASE W/PTT, 15 FT CBL
12	ENCOREPRO HW540 HEADSET
4	PROVIDES ONE DUAL PEDAL FOOTSWITCH
4	UPS,1500VA SMARTPRO TOWER LINE-INTERACTIVE 120V 6 OUTLET -
1	MCC 7500 ASTRO 25 SOFTWARE
1	MOTOROLA VOICE PROCESSOR MODULE
1	ADD: MCC 7500 ARCHIVING INTERFACE SERVER SOFTWARE LICENSE
1	ADD: MCC 7500 SECURE OPERATION
1	ADD: AES ALGORITHM
1	ADD: AC LINE CORD, NORTH AMERICAN
1	MCAFFEE FOR WINDOWS CLIENT, A2019.2
1	Z2 G5 MINI WORKSTATION NON RETURNABLE
1	JUNIPER FIREWALL APPLIANCE TAA
1	2930F 24-PORT SWITCH
1	SITE ROUTER & FIREWALL- AC
1	ADD: MISSION CRITICAL HARDENING
1	ADD: STATEFUL FIREWALL
1	MCC 7500E DISPATCH POSITION LICENSES
1	ADD: 15 RADIO RESOURCES LICENSE
1	ADD: BASIC CONSOLE OPERATION
1	ADD: ADVANCED CONVENTIONAL OPERATION
1	ADD: ENHANCED IRR
1	ADD: SECURE OPERATION
1	ADD: ADP/AES/DES-OFB ENCRYPTION



QTY	DESCRIPTION
1	USB AUDIO INTERFACE MODULE
1	TECH GLOBAL EVOLUTION SERIES 24INCH WITH TOUCH
1	Z2 G5 MINI WORKSTATION NON RETURNABLE
1	LOGITECH Z130 SPEAKERS
2	SPEAKER, DESKTOP, USB
2	ADD: POWER SUPPLY WITH DC CORD
2	ADD: AC LINE CORD, NORTH AMERICA
2	MCC SERIES HEADSET JACK
1	MCC SERIES DESKTOP GOOSENECK MICROPHONE
2	HDST MODULE BASE W/PTT, 15 FT CBL
3	ENCOREPRO HW540 HEADSET
1	PROVIDES ONE DUAL PEDAL FOOTSWITCH
1	UPS,1500VA SMARTPRO TOWER LINE-INTERACTIVE 120V 6 OUTLET -
2	2930F 24-PORT SWITCH
2	FRU: 1M DAC CABLE
1	SITE ROUTER & FIREWALL- AC
1	ADD: MISSION CRITICAL HARDENING
1	ADD: STATEFUL FIREWALL
1	SHERMAN 80 FT MONOPOLE



SECTION 2

STATEMENT OF WORK

Motorola is proposing to City of Sherman, TX the installation and configuration of the following equipment at the specified locations.

Site Name	Major Equipment
City of Sherman Dispatch Center	K1 Core equipment (5) MCC7500E Dispatch Consoles (1) AIS for IP logging interface (5) APX consolettes (1) 80 ft monopole

The document delineates the general responsibilities between Motorola and City of Sherman, TX as agreed to by contract.

2.1 MOTOROLA RESPONSIBILITIES

Motorola's general responsibilities include the following:

- Perform the installation of the Motorola supplied equipment described above.
- Schedule the implementation in agreement with City of Sherman, TX.
- Coordinate the activities of all Motorola subcontractors under this contract.
- Administer safe work procedures for installation.
- Provide City of Sherman, TX with the appropriate system interconnect specifications.

2.2 CITY OF SHERMAN, TX RESPONSIBILITIES

City of Sherman, TX will assume responsibility for the installation and performance of all other equipment and work necessary for completion of this project that is not provided by Motorola. General responsibilities for City of Sherman, TX include the following:

- Provide all buildings, equipment shelters, and towers required for system installation
- Insure communications sites meet space, grounding, power, and connectivity requirements for the installation of all equipment.
- Obtain all licensing, site access, or permitting required for project implementation.
- Obtain frequencies for project as required and complete any licensing needed for the consolette antennas being installed on the tower.
- Provide required system interconnections, including fiber link between the primary and backup dispatch locations.
- Coordinate with all City of Sherman agencies and interoperable agencies for any necessary access requirements to operate console backroom radios on their systems.
- Customer will provide a dedicated delivery point, such as a warehouse, for receipt, inventory and storage of equipment prior to delivery to the site(s).
- Coordinate the activities of all City of Sherman, TX vendors or other contractors.



Motorola has made several assumptions in preparing this proposal, which are noted below. In order to provide a firm quote, Motorola will need to verify all assumptions or seek alternate solutions in the case of invalid assumptions.

- Motorola assumes that the proposed MCC 7500E will not be co-located with any existing MCC 7500. Motorola is not responsible for any audio issues due to co-location of MCC 7500 and MCC 7500E dispatch positions.
- Motorola assumes there is space available in the existing backroom to install a 7.5' racks for the proposed equipment.
- Motorola will not run any RF analysis for the radios as part of this proposal.
- Existing logging recorder will be reused. Any upgrades, software/hardware licensing etc needed for the logging recorder to interface to the MCC7500 console system will be a City responsibility.
- Motorola has not included a UPS for the backroom equipment, this will be customer provided. Customer provided generator will be used.
- Existing furniture will be used for the proposed dispatch consoles.
- All existing sites or equipment locations will have sufficient space available for the system described as required/specified by R56.
- All existing sites or equipment locations will have adequate electrical power in the proper phase and voltage and site grounding to support the requirements of the system described.
- Approved local, State or Federal permits as may be required for the installation and operation of the proposed equipment are the responsibility of the customer.
- Any required system interconnections not specifically outlined here will be provided by the Customer. These may include dedicated phone circuits, microwave links or other types of connectivity.
- Motorola is not responsible for interference caused or received by the Motorola provided equipment except for interference that is directly caused by the Motorola provided transmitter(s) to the Motorola provided receiver(s). Should the Customer's system experience interference, Motorola can be contracted to investigate the source and recommend solutions to mitigate the issue.

2.3 MONOPOLE INSTALLATION - STATEMENT OF WORK

Site Scope Summary

- Zoning Services for new tower site
- Engineering services for site construction drawings to support proposed site build
- Engineering services for regulatory approvals
- Typical Permitting for Rawland site
- New 80ft Monopole Tower to be used for new antennas
- New drilled pier tower foundation- up to 4'-0" ft diameter x 23'-6" ft depth
- Material testing for new concrete foundations
- Existing 1st floor equipment room to be used for new equipment

Motorola Responsibilities:

Site Zoning

- Coordinate zoning and permitting of the new tower site such that it is in full compliance with applicable jurisdictional requirements



Site Engineering

- Conduct site walks to collect pertinent information from the proposed sites (e.g., location of Telco, power, existing facilities, etc.)
- Prepare a lease exhibit and sketch of the site to communicate to the property owner the proposed lease space and planned development at the site location
- Perform a boundary and topographic survey for the property on which the communication site is located or will be located
- Perform construction staking around the site to establish reference points for proposed construction
- Prepare zoning drawings that can be used to describe the proposed site installation in sufficient detail
- Perform NEPA Threshold Screening, including limited literature and records search and brief reporting, as necessary to identify sensitive natural and cultural features referenced in 47 CFR Chapter 1, subsection 1.1307 that may potentially be impacted by the proposed construction activity. This does not include the additional field investigations to document site conditions if it is determined that the proposed communication facility “may have a significant environmental impact” and thus require additional documentation, submittals, or work. Regional Environmental Review (RER) report submittals if required by FEMA have not been included. Perform Cultural Resource study as needed to identify sensitive historical and archaeological monuments that might be impacted by proposed construction
- Prepare site construction drawings showing the layout of various new and existing site components
- Prepare, submit, and track application for local permit fees (zoning, electrical, building etc.), prepare FAA filings and procure information necessary for filing
- Conduct construction inspection of foundation steel prior to pour, materials testing of concrete and field density tests of backfill to ensure quality construction
- Check tower erection for plumbness, linearity, and alignment after installation
- Perform inspection of the site and the work performed by the Contractor to document that the site is built in accordance with the “Site Plans” and document any deviations or violations
- Prepare record drawings of the site showing as-built condition post construction completion

Site Preparation

- Obtain the permits such as electrical, building, and construction permits, and coordinate any inspections with local authorities that may be needed to complete site development work.
- Provide one-time mobilization costs for the construction crews. Any remobilization due to interruptions/delays that are out of Motorola's control will result in additional costs.
- Supply and install up to 7 guard posts to protect tower
- Provide silt fence around the compound to control soil erosion up to 60 linear feet
- Perform site touch up (fertilize, seed and straw) disturbed areas not covered with gravel after completion of construction work. Landscaping, decorative fencing or any other aesthetic improvement that may be required by local jurisdictions has not been included and will be handled through a negotiated contract change notice



Site Components Installation

- Supply and install a perimeter grounding system around the compound and new components. The ground system is to tie all new metal structures within the compound to meet current Motorola's R56 standards
- Conduct 1 three-point ground resistance test of the site. Should any improvements to grounding system be necessary after ground testing, the cost of such improvements shall be the responsibility of Sherman, Texas
- Supply and install site signage per Sherman, Texas requirements

Tower Work

- Construct a drilled pier tower foundation including excavation, rebar, and concrete, up to 14 cubic yards
- Erect new 80-foot monopole tower
- Install manufacturer supplied tower lighting (if required), antenna mounts, and any other tower accessories
- Supply and install grounding for the tower-base for monopole towers

Antenna and Transmission Line Installation

- Install (2) omni VHF-antennas at 70'-0" with manufacturer provided antenna mount
- Install (1) omni 700 -antenna at 65'-0" with manufacturer provided antenna mount
- Install (1) omni 700-antenna at 60'-0" with manufacturer provided antenna mount
- Install (4) 1/2-inch transmission line for new antennas up to 1345 linear feet
- Sweep test up to 4 transmission lines
- Provide and install attachment hardware for supporting new transmission lines on the antenna support structure every three feet up to 1345 linear feet
- Supply and install (1) ground buss bar every 75' per R56 specifications and (1) ground buss bar at the bottom of the antenna support structure for grounding RF cables before they make horizontal transition

Grounding Enhancement

- Supply and install up to 2 radial ground runs and connect to existing building ground

Other

- Construction Management

Sherman, Texas Responsibilities:

- As applicable, coordinate, prepare, submit, and pay for all required permits and inspections for the work that is Sherman, Texas' responsibility
- Review and approve site design drawings within seven (7) calendar days of submission by Motorola or its subcontractor(s). Should a re-submission be required, Sherman, Texas shall review and approve the re-submitted plans within seven (7) calendar days from the date of submittal
- Pay for application fees, taxes, and recurring payments for lease/ownership of the property
- Pay for the usage costs of power, leased lines and generator fuelling both during the construction/installation effort and on an on-going basis



- Provide personnel to observe construction progress and testing of site equipment according to the schedule provided by Motorola
- Provide property deed or lease agreement, and boundary survey, along with existing as-built drawings of the site and site components to Motorola for conducting site engineering
- Provide a right of entry letter from the site owner for Motorola to conduct field investigations
- Coordinate the design, permitting, and construction of future police department and dispatch facilities
- Complete geotechnical investigation on site and provide soil parameter report in order to complete design of proposed tower foundations
- Complete all site clearing, grading (including addition of any required fill material on site) to prepare proposed tower compound location
- Provide existing equipment room that meets or exceeds industry standards, Motorola (R56) Guidelines, and complies with all local and jurisdictional requirements
- Provide grounding system that meets Motorola R56 standards of soil resistivity requirements
- Provide new underground conduit bank from proposed tower location to new equipment room location that meets or exceeds industry standards, Motorola (R56) Guidelines, and complies with all local and jurisdictional requirements
- Provide additional temporary space for staging of the construction equipment during the construction of new site facilities (tower, ice bridge, etc.)

Assumptions:

- No Prevailing wage, certified payroll, mandatory union workers or mandatory minority workers are required for this work
- Work can be performed during normal business hours as dictated by time zone (Monday through Friday, 7:30am to 5:00pm) daylight hours
- All recurring and non-recurring utility costs [including, but not limited to, generator fuel (except first fill), electrical, Telco] will be borne by Sherman, Texas, or site owner
- All utility installations shall be coordinated and paid for by the site owner and located at jointly agreed to location within or around the new communications shelter or equipment room
- Site will have adequate electrical service for shelter/tower. Utility transformer, transformer upgrades, line, or pole extensions have not been included
- Pricing has been based on National codes such IBC or BOCA. Local codes or jurisdictional requirements have not been considered in this proposal
- Hazardous materials are not present at the work location. Testing and removal of hazardous materials, found during site investigations, construction or equipment installation will be the responsibility of Sherman, Texas
- A maximum of thirty (30) days will be required for obtaining approved building permits from time of submission, and a maximum of sixty (60) days will be required for zoning approvals from time of submittal with attendance at maximum of two (2) required planning meetings
- No improvements are required for concrete trucks, drill rigs, shelter delivery, and crane access
- Additional tribal consultation fees will not be required for site development



- No Stormwater Pollution Prevention Plan (SWPP) or detention ponds are required for site development
- If extremely harsh or difficult weather conditions delay the site work for more than a week, Motorola will seek excusable delays rather than risk job site safety
- In the absence of tower specific geotechnical test data at the site, normal/presumptive clay soil conditions have been assumed. Soils are defined as per TIA/EIA-222 guidelines
- If as a result of NEPA studies, any jurisdictional authority should determine that a proposed communications facility "may have a significant environmental impact", the environmental impact studies or field testing and evaluation related to such determination have not been included
- The new tower location will pass the FAA hazard study, zoning, FCC, and environmental permitting
- Tower and foundation sizing is based on the tower loading requirements as a result of the RF Antenna System design and the Microwave Antenna System design (i.e. - dish sizes and locations obtained from paper path studies). If after physical path studies, the dish sizes and locations change, then Motorola will then review the impact to tower structure and foundations and revise applicable costs
- FAA obstruction lighting has been included. (Painting of any new towers has not been included.)
- A waiver to local zoning requirements like setbacks, tower height limitations, etc. can be obtained
- The soil resistivity at the site is sufficient to achieve resistance of ten (10) ohms or less with a standard ground rod installation. Communications site grounding will be designed and installed per Motorola's Standards and Guidelines for Communications Sites (R56)
- Underground utilities are not present in the construction area, and as such no relocation will be required. Includes septic systems and irrigation systems
- Spoils from the tower foundations can be dispersed on the property and will not be required to be transported to a dump location
- The restoration of the site surroundings by fertilizing, seeding and strawing the disturbed areas will be adequate.

Completion Criteria

- Site development completed per issued for construction (IFC) construction drawings, project requirements, contractual obligations (including any Sherman, Texas/Motorola approved changes) and approved by Sherman, Texas. This shall be confirmed by contractor and reviewed with Motorola construction manager and project manager before inspections occur.
- All jurisdictional and contractual required testing and inspections to be performed by the contractor. (Contractual testing and inspections defined and agreed to with project team and Sherman, Texas prior to project kick off; vendor solely responsible for conducting, coordinating, and paying for all jurisdictional testing and inspections).
- Motorola site development checklist shall be completed and signed off by contractor prior Sherman, Texas inspection. (Review with project team and Sherman, Texas and amend checklist as required at project kick off or before work begins).
- Site turn-over package completed and turned over to Motorola (As defined and agreed to with project team and Sherman, Texas).
- All punch list and deficiencies shall be completed prior to the City, and Motorola inspections.



SECTION 3

PRICING

Motorola is pleased to provide the following equipment and services to City of Sherman, TX:

Description	Price
Equipment	\$516,750
Systems Integration & Installation	\$483,473
Texas DIR TSO-4101 Contract Discount & Systems Integration Discount	-\$103,717
System Incentive with Purchase Order By 12.28.2021	-\$196,707
First Year Warranty	Included
Total System Purchase	\$699,799

PAYMENT

Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution. If Customer has purchased additional Professional or Subscription services, payment will be in accordance with the applicable addenda. Payment for the System purchase will be in accordance with the following milestones.

System Purchase

- 25% of the Contract Price due upon contract execution (due upon effective date);**
- 60% of the Contract Price due upon shipment of equipment from Staging;**
- 10% of the Contract Price due upon installation of equipment; and**
- 5% of the Contract Price due upon completion.**

Motorola shall make partial shipments of equipment and will request payment upon shipment of such equipment. In addition, Motorola shall invoice for installations completed on a site-by-site basis or when professional services are completed, when applicable. The value of the equipment shipped/services performed will be determined by the value shipped/services performed as a percentage of the total milestone value. Unless otherwise specified, contract discounts are based upon all items proposed and overall system package. For invoicing purposes only, discounts will be applied proportionately to the FNE and Subscriber equipment values to total contract price. Overdue invoices will bear simple interest the maximum allowable rate by state law.



SECTION 4

CONTRACTUAL DOCUMENTATION

This proposal is subject to the terms and conditions of Texas DIR-TSO-4101 contract. The City of Sherman, TX may accept this proposal by issuing a purchase order referencing "Motorola's Proposal and the terms and conditions of the Texas DIR-TSO-4101contract."



SECTION 5

OUR COMMITMENT

Motorola Solutions creates innovative, mission-critical communication solutions and services that help public safety and commercial customers build safer cities and thriving communities. You can find our products at work in a variety of industries including law enforcement, fire, emergency medical services, national government security, utilities, mining, energy, manufacturing, hospitality, retail, transportation and logistics, education, and public services.

Founded in 1928, Motorola Solutions has a history of innovation that has revolutionized communications. From pioneering mobile communications in the 1930s and making equipment that carried the first words from the moon in 1969, to supporting modern-day emergency response equipment for disaster relief efforts around the world, Motorola Solutions has a global footprint with products that demonstrate its thought leadership.

Throughout its history, Motorola Solutions has transformed innovative ideas into products that connect people to each other and the world around them. Moving forward, the company strives to keep its commitment of make things better and life easier, to make sound recommendations that will guide you in linking your current and future communication needs and objectives with technology's ever-evolving promise.



STATE OF TEXAS
DEPARTMENT OF INFORMATION RESOURCES
CONTRACT FOR PRODUCTS AND RELATED SERVICES
MOTOROLA SOLUTIONS INC.

1. Introduction

A. Parties

This Contract for products and related services is entered into between the State of Texas, acting by and through the Department of Information Resources (hereinafter “DIR”) with its principal place of business at 300 West 15th Street, Suite 1300, Austin, Texas 78701, and Motorola Solutions Inc. (“Vendor”), with its principal place of business at 500 West Monroe Street, Chicago, Illinois 60661.

B. Compliance with Procurement Laws

This Contract is the result of compliance with applicable procurement laws of the State of Texas. DIR issued a solicitation on the Comptroller of Public Accounts’ Electronic State Business Daily, Request for Offer (RFO) DIR-SDD-TMP-426, on November 14, 2017, for Motorola Branded Products and Related Services. Upon execution of this Contract, a notice of award for RFO DIR-SDD-TMP-426 shall be posted by DIR on the Electronic State Business Daily.

C. Order of Precedence

For purchase transactions under this Contract, the order of precedence shall be as follows: this Contract; Appendix A, Standard Terms and Conditions For Products and Related Services Contracts; Appendix B, Vendor’s Historically Underutilized Businesses Subcontracting Plan; Appendix C, Pricing Index; Appendix D, Communications Agreement; Appendix E, Service Terms and Conditions Agreement, Appendix F, Subscription Services Agreement; Exhibit 1, Vendor’s Response to RFO DIR-TSO-TMP-426, including all addenda; and Exhibit 2, RFO DIR-TSO-TMP-426, including all addenda; are incorporated by reference and constitute the entire agreement between DIR and Vendor governing purchase transactions. In the event of a conflict between the documents listed in this paragraph related to purchases, the controlling document shall be this Contract, then Appendix A, then Appendix B, then Appendix C, then Appendix D, then Appendix E, then Appendix F, then Exhibit 1, and finally Exhibit 2. In the event and to the extent any provisions contained in multiple documents address the same or substantially the same subject matter but do not actually conflict, the more recent provisions shall be deemed to have superseded earlier provisions.

2. Term of Contract

The initial term of this Contract shall be two (2) years commencing on the last date of approval by DIR and Vendor, with three (3) optional one-year renewal. Prior to expiration

of each term, the contract will renew automatically under the same terms and conditions unless either party provides notice to the other party 60 days in advance of the renewal date stating that the party wishes to discuss modification of terms or not renew. Additionally, the parties by mutual agreement may extend the term for up to ninety (90) additional calendar days.

3. Product and Service Offerings

A. Products

Products available under this Contract are limited to Motorola branded products as specified in Appendix C, Pricing Index. Vendor may incorporate changes to their product offering; however, any changes must be within the scope of products awarded based on the posting described in Section 1.B above. Vendor may not add a manufacturer's product line which was not included in the Vendor's response to the solicitation described in Section 1.B above.

B. Services

Services available under this Contract are limited to the technical services as specified in Appendix C, Pricing Index. Vendor may incorporate changes to their service offering; however, any changes must be within the scope of services awarded based on the posting described in Section 1.B above.

4. Pricing

Pricing to the DIR Customer shall be as set forth in Appendix A, Section 8, Pricing, Purchase Orders, Invoices and Payment, and as set forth in Appendix C, Pricing Index, and shall include the DIR Administrative Fee.

5. DIR Administrative Fee

A) The administrative fee to be paid by the Vendor to DIR based on the dollar value of all sales to Customers pursuant to this Contract is three-quarters of one percent (.75%). Payment will be calculated for all sales, net of returns and credits. For example, the administrative fee for sales totaling \$100,000 shall be \$750.00.

B) All prices quoted to Customers shall include the administrative fee. DIR reserves the right to change this fee upwards or downwards during the term of this Contract, upon written notice to Vendor without further requirement for a formal contract amendment. Any change in the administrative fee shall be incorporated in the price to the Customer.

6. Notification

All notices under this Contract shall be sent to a party at the respective address indicated below.

If sent to the State:

Kelly A Parker, CTPM, CTCM
Director, Cooperative Contracts
Department of Information Resources

300 W. 15th St., Suite 1300
Austin, Texas 78701
Phone: (512) 475-1647
Facsimile: (512) 475-4759
Email: kelly.parker@dir.texas.gov

If sent to the Vendor:

Mike Fink
Motorola Solutions, Inc.
500 West Monroe Street
Chicago, Illinois 60661
Phone: (512) 937-3521
Email: mike.fink@motorolasolutions.com

7. Shrink/Click-wrap License Agreement, Communications System Agreement, Service Terms and Condition Agreement, and Subscription Services Agreement

A. Shrink/Click-wrap License Agreement

Shrink/Click-wrap License Agreement Regardless of any other provision or other license terms which may be issued by Vendor after the effective date of this Contract, and irrespective of whether any such provisions have been proposed prior to or after the issuance of a Purchase Order for products licensed under this Contract, or the fact that such other agreement may be affixed to or accompany software upon delivery (shrink-wrap), the terms and conditions set forth in this Contract shall supersede and govern the license terms between Customers and Vendor. It is the Customer's responsibility to read the Shrink/Click-wrap License Agreement and determine if the Customer accepts the license terms as amended by this Contract. If the Customer does not agree with the license terms, Customer shall be responsible for negotiating with the reseller to obtain additional changes in the Shrink/Click-wrap License Agreement language from the software publisher.

B. Communications System Agreement

Services provided under this Contract shall be in accordance with the Communications System Agreement as set forth in Appendix D of this Contract. No changes to the Communications System Agreement terms and conditions may be made unless previously agreed to by Vendor and DIR.

C. Service Terms and Conditions Agreement

Services provided under this Contract shall be in accordance with the Service Terms and Conditions Agreement as set forth in Appendix E of this Contract. No changes to the Service Terms and Conditions Agreement terms and conditions may be made unless previously agreed to by Vendor and DIR.

D. Subscription Services Agreement

Services provided under this Contract shall be in accordance with the Subscription Services Agreement as set forth in Appendix F of this Contract. No changes to the

Subscription Services Agreement terms and conditions may be made unless previously agreed to by Vendor and DIR.

E. Conflicting or Additional Terms

In the event that conflicting or additional terms in Vendor Software License Agreements, Service Agreements or linked or supplemental documents amend or diminish the rights of DIR Customers or the State, such conflicting or additional terms shall not take precedence over the terms of this Contract.

In the event of a conflict, any linked documents may not take precedence over the printed or referenced documents comprising this contract; provided further that any update to such linked documents shall only apply to purchases or leases of the associated Vendor product or service offering after the effective date of the update; and, provided further, that, if Vendor has responded to a solicitation or request for pricing, no update of such linked documents on or after the initial date of Vendor's initial response shall apply to that purchase unless Vendor directly informs Customer of the update before the purchase is consummated.

In the event that different or additional terms or conditions would otherwise result from accessing a linked document, agreement to said linked document shall not be effective until reviewed and approved in writing by Customer's authorized signatory.

Vendor shall not [without prior written agreement from Customer's authorized signatory,] require any document that: 1) diminishes the rights, benefits, or protections of the Customer, or that alters the definitions, measurements, or method for determining any authorized rights, benefits, or protections of the Customer; or 2) imposes additional costs, burdens, or obligations upon Customer, or that alters the definitions, measurements, or method for determining any authorized costs, burdens, or obligations upon Customer.

If Vendor attempts to do any of the foregoing, the prohibited documents will be void and inapplicable to the contract between DIR and Vendor or Vendor and Customer, and Vendor will nonetheless be obligated to perform the contract without regard to the prohibited documents, unless Customer elects instead to terminate the contract, which in such case may be identified as a termination for cause against Vendor.

The foregoing requirements apply to all contracts, including, but not limited to, contracts between Customer and a reseller who attempts to pass through documents and obligations from its Manufacturer of Publisher.

The foregoing requirements shall not be construed so as to negate Section 7.A concerning Shrink/Click Wrap License Agreements.

8. Authorized Exceptions to Appendix A, Standard Terms and Conditions for Product and Related Services Contracts.

A. Section 5, Intellectual Property Matter is hereby restated in its entirety as follows:

This contract does not contemplate, authorize or support acquisition of custom software products or services. If Vendor and Customer seek to contract for such product or service, they must use a separate contract or seek amendment with DIR of this contract. If DIR and Motorola decide to authorize customized software or hardware products; then the intellectual property language applies.

B. Section 8, Pricing, Purchase Orders, Invoices, and Payments, Subsection C. Customer Price, 3) is hereby restated in its entirety as follows:

3) If pricing for products or services available under this Contract are provided at a lower price to: (i) an eligible Customer who is not purchasing those products or services under this Contract or (ii) any other entity or consortia authorized by Texas law to sell said products and services to eligible Customers, then the available Customer Price in this Contract shall be adjusted to that lower price. This requirement applies to products or services quoted by Vendor or its resellers under this contract for a quantity of one (1) under like terms and conditions, and does not apply to volume or special pricing purchases. This Contract shall be amended within ten (10) business days to reflect the lower price.

C. Section 9, Contract Administration, Subsection C. Records and Audit, 3) is hereby restated in its entirety as follows:

3) Vendor and/or Order Fulfillers shall grant access to all applicable purchase orders and invoices and other documents directly related to the Contract and necessary to properly account for all payments made to Vendor, and Vendor's contract performance and compliance, pursuant to the Contract to the DIR Internal Audit department or DIR Contract Management staff, including the compliance checks designated by the DIR Internal Audit department, DIR Contract Management staff, the State Auditor's Office, and of the United States, and such other persons or entities designated by DIR for the purposes of inspecting, Compliance Checking and/or copying such records. Vendor and/or Order Fulfillers shall provide copies and printouts requested by DIR without charge. DIR shall provide Vendor and/or Order Fulfillers ten (10) business days' notice prior to inspecting, Compliance Checking, and/or copying Vendor's and/or Order Fulfiller's records. Vendor's and/or Order Fulfillers records, whether paper or electronic, shall be made available during regular office hours. Vendor and/or Order Fulfiller personnel familiar with the Vendor's and/or Order Fulfiller's books and records shall be available to the DIR Internal Audit department, or DIR Contract Management staff and designees as needed. Vendor and/or Order Fulfiller shall provide adequate office space to DIR staff during the performance of Compliance Check. Except as otherwise specified, each party will bear its own cost in the performance of the audit.

None of the foregoing shall in any way define or limit the rights, powers, or prerogatives of the State Auditor.

D. Section 10, Vendor Responsibilities, Subsection A. Indemnification, 2) ACTS OR OMISSIONS is hereby restated in its entirety as follows:

Vendor shall indemnify and hold harmless the State of Texas and Customers, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES arising out of, or resulting from any acts or omissions of the Vendor or its agents, employees, subcontractors, Order Fulfillers, or suppliers of subcontractors in the execution or performance of the Contract and any Purchase Orders issued under the Contract. THE DEFENSE SHALL BE COORDINATED BY VENDOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. VENDOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

E. Section 10, Vendor Responsibilities, Subsection A. Indemnification, 3) INFRINGEMENTS is hereby restated in its entirety as follows:

a) Vendor shall indemnify and hold harmless the State of Texas and Customers, AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES from any and all third party claims involving infringement of United States patents, copyrights, trade and service marks, and any other intellectual or intangible property rights in connection with the PERFORMANCES OR ACTIONS OF VENDOR PURSUANT TO THIS CONTRACT. VENDOR and the CUSTOMER agree to furnish timely written notice to each other of any such claim. VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. The defense shall be coordinated by VENDOR WITH THE Office of the Attorney General WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL.

b) Vendor shall have no liability under this section if the alleged infringement is caused in whole or in part by: (i) use of the product or service for a purpose or in a manner for which the product or service was not designed, (ii) any modification made to the product without Vendor's written approval, (iii) any modifications made to the product by the Vendor pursuant to Customer's specific instructions, (iv) any intellectual property right owned by or licensed to Customer, or (v) any use of the product or

Vendor Contract No. _____

service by Customer that is not in conformity with the terms of any applicable license agreement.

c) If Vendor becomes aware of an actual or potential claim, or Customer provides Vendor with notice of an actual or potential claim, Vendor may (or in the case of an injunction against Customer, shall), at Vendor's sole option and expense; (i) procure for the Customer the right to continue to use the affected portion of the product or service, or (ii) modify or replace the affected portion of the product or service with functionally equivalent or superior product or service so that Customer's use is noninfringing.

F. Section 10, Vendor Responsibilities, Subsection N. Required Insurance Coverage is hereby restated in its entirety as follows:

As a condition of this Contract with DIR, Vendor shall provide the listed insurance coverage within 5 days of execution of the Contract if the Vendor is awarded services which require that Vendor's employees perform work at any Customer premises and/or use employer vehicles to conduct work on behalf of Customers. In addition, when engaged by a Customer to provide services on Customer premises, the Vendor shall, at its own expense, secure and maintain the insurance coverage specified herein, and shall provide proof of such insurance coverage to the related Customer within five (5) business days following the execution of the Purchase Order. Vendor may not begin performance under the Contract and/or a Purchase Order until such proof of insurance coverage is provided to, and approved by, DIR and the Customer. All required insurance must be issued by companies that are A financially rated and duly licensed, admitted, and authorized to do business in the State of Texas. The Customer and DIR will be named as Additional Insureds on all required coverage. Required coverage must remain in effect through the term of the Contract and each Purchase Order issued to Vendor there under. Motorola agrees to provide thirty (30) days written notice of termination or discontinuation of coverage. The minimum acceptable insurance provisions are as follows:

- 1) **Commercial General Liability**
Commercial General Liability must include a limit of \$2,000,000 per occurrence and \$2,000,000 general aggregate for coverage A, B, & C including products/completed operations. The policy shall contain the following provisions:
 - a) Blanket contractual liability coverage for liability assumed under the Contract;
 - b) Independent Contractor coverage;
 - c) State of Texas, DIR and Customer listed as an additional insured;
 - d) Waiver of Transfer Right of Recovery Against Others in favor of DIR and/or Customer.
- 2) **Workers' Compensation Insurance**
Workers' Compensation Insurance and Employers' Liability coverage must include limits consistent with statutory benefits outlined in the Texas Workers' Compensation Act (Art. 8308-1.01 et seq. Tex. Rev. Civ. Stat) and minimum policy

Vendor Contract No. _____

limits for Employers' Liability of \$250,000 bodily injury per accident, \$500,000 bodily injury disease policy limit and \$250,000 per disease per employee.

3) Business Automobile Liability Insurance

Business Automobile Liability Insurance must cover all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternative acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident. The policy shall contain the following endorsements in favor of DIR and/or Customer:

- a) Waiver of Subrogation;
- b) Additional Insured.

G. Section 11, Contract Enforcement, Subsection B. Termination, 1) Termination for Non-Appropriation, a) Termination for Non-Appropriation by Customer is hereby restated in its entirety as follows:

Customer may terminate Purchase Orders if funds sufficient to pay its obligations under the Contract are not appropriated: i) by the governing body on behalf of local governments; ii) by the Texas legislature on behalf of state agencies; or iii) by budget execution authority provisioned to the Governor or the Legislative Budget Board as provided in Chapter 317, Texas Government Code. In the event of non-appropriation, Vendor and/or Order Fulfiller will be provided thirty (30) calendar days written notice of intent to terminate. Notwithstanding the foregoing, if a Customer issues a Purchase Order and has accepted delivery of the product or services, they are obligated to pay for the product or services or they may return the product and discontinue using services under any return provisions that Vendor offers. In the event of such termination, the Customer will not be considered to be in default or breach under this Contract, nor shall it be liable for any further payments ordinarily due under this Contract, nor shall it be liable for any damages or any other amounts which are caused by or associated with such termination.

H. Section 11, Contract Enforcement, Subsection B. Termination, 3) Termination for Convenience is hereby restated in its entirety as follows:

DIR may terminate the Contract, in whole or in part, by giving the other party thirty (30) calendar days written notice. A Customer may terminate a Purchase Order or other contractual document or relationship by giving the other party thirty (30) calendar days written notice; however, Customer will be responsible for paying Motorola for any Equipment delivered or Services performed through the date of termination.

I. Section 11, Contract Enforcement, Subsection B. Termination, 4) Termination for Cause, b) Purchase Order is hereby restated in its entirety as follows:

Customer or Order Fulfiller may terminate a Purchase Order or other contractual document or relationship upon the occurrence of a material breach of any term or

Vendor Contract No. _____

condition: (i) of the Contract, or (ii) included in the Purchase Order or other contractual document or relationship in accordance with Section 4.B.2 above, upon the following preconditions: first, the parties must comply with the requirements of Chapter 2260, Texas Government Code, in an attempt to resolve a dispute; second, after complying with Chapter 2260, Texas Government Code, and the dispute remains unresolved, then the non-defaulting party shall give the defaulting party thirty (30) calendar days from receipt of notice to cure said default. If the defaulting party fails to cure said default within the timeframe allowed, the non-defaulting party may, at its option and in addition to any other remedies it may have available, cancel and terminate the Purchase Order. Customer may immediately suspend or terminate a Purchase Order without advance notice in the event Vendor fails to comply with confidentiality, privacy, security requirements, environmental or safety laws or regulations, if such non-compliance relates or may relate to vendor provision of goods or services to the Customer.

(Remainder of page intentionally left blank)

Vendor Contract No. _____

This Contract is executed to be effective as of the date of last signature.

MOTOROLA SOLUTIONS INC.

Authorized By: Signature on File

Name: Chris Lonnett

Title: Vice President, Government Sales-Central Region

Date: 4/24/2018

The State of Texas, acting by and through the Department of Information Resources

Authorized By: Signature on File

Name: Hershel Becker

Title: Chief Procurement Officer

Date: 4/24/2018

Office of General Counsel: DB 4/24/2018



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Called Meeting

F. 5.

Meeting Date: 12/13/2021

Prepared By: Kevin Winkler, Public Works Manager

Approved By: Robby Hefton, City Manager

Caption:

***RESOLUTION NO. 6831**

Authorizing the Purchase of a New Compact Track Loader from John Deere for the Distribution Services Department through the Texas Local Government Purchasing Cooperative (BuyBoard).

Issue:

To consider approval of a resolution to purchase a new Compact Track Loader from the BuyBoard for use within the Distribution Services Department.

Background:

At the December 6th City Council Meeting Council approved the purchase of a new Kubota Skid Steer. Due to unprecedented demand amid a global supply chain constraint Kubota is unable to accept and fulfill the purchase order.

The requested purchase is replacing unit 560 (a 2005 Case Skid Steer). This Skid Steer is used for everyday maintenance in the Distribution Services Department installing and repairing water and sewer lines.

The Texas Local Government Purchasing Cooperative was created to increase the purchasing power of government entities and to simplify their purchasing by using a customized electronic purchasing system called the BuyBoard.

Origination:

Department of Public Works

Financial Consideration:

The new John Deere Compact Track Loader will be purchased from John Deere for \$71,767.10 through the BuyBoard. Funding for this purchase was appropriated in the fiscal year 2021-2022 Distribution Services Department budget.

Staff Recommendation:

It is recommended that staff be authorized to purchase the new John Deere Track Loader through the BuyBoard.

Alternatives:

As may be recommended by the City Council

Attachments

Resolution No. 6831

John Deere Track Loader Quote

BuyBoard Interlocal Agreement

RESOLUTION NO. 6831

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A NEW COMPACT TRACK LOADER FROM JOHN DEERE FOR THE DISTRIBUTION SERVICES DEPARTMENT THROUGH THE TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE (BUYBOARD); 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 John Deere through BuyBoard a new Track Loader at a total price of Seventy One Thousand and Seven Hundred Sixty Seven Dollars and Ten Cents (\$71,767.10). Any agreements related to the purchase must be approved by the City Attorney. Funds for this purchase are being committed out of the City of Sherman's fiscal year 2021-2022 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 13th day of December, 2021.

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**

**JOHN DEERE**

Selling Equipment

UNITED
Ag & Turf

Quote Id: 25733629

Customer: CITY OF SHERMAN

JOHN DEERE 333G COMPACT TRACK LOADER

Hours:

Stock Number:

Selling Price

\$ 71,767.10

Code	Description	Qty	Unit	Extended
0BF2T	333G COMPACT TRACK LOADER	1	\$ 99,664.00	\$ 99,664.00
Standard Options - Per Unit				
0752	Cab/Heat/AC, Power QT, SL & RC, 2Spd	1	\$ 0.00	\$ 0.00
0950	E-H (ISO Pattern) Joystick Controls	1	\$ 0.00	\$ 0.00
1501	English Operator's Manual and Decals	1	\$ 0.00	\$ 0.00
1741	Less JDLink	1	\$ 0.00	\$ 0.00
2605	Offset Block Lug Tread Pattern - 17.7 in. (450 mm) Tracks	1	\$ 0.00	\$ 0.00
4001	2-Inch Seat Belt with Shoulder Harness	1	\$ 217.00	\$ 217.00
6006	Air Suspension Seat (Cloth with Heat)	1	\$ 639.00	\$ 639.00
8342	Radio, AM/FM with Bluetooth	1	\$ 614.00	\$ 614.00
9231	84 in. HD Tooth Bucket (21.0 cu. ft.)	1	\$ 1,769.00	\$ 1,769.00
Standard Options Total				\$ 3,239.00
Dealer Attachments				
	QUICK COUPLER	1	\$ 0.00	\$ 0.00
	GLASS DOOR	1	\$ 0.00	\$ 0.00
	CAMERA	1	\$ 0.00	\$ 0.00
	STANDARD FLOW	1	\$ 0.00	\$ 0.00
	FREIGHT	1	\$ 1,000.00	\$ 1,000.00
	SET-UP	1	\$ 400.00	\$ 400.00
	STANDARD WARRANTY 24MONTHS/2000 HOURS	1	\$ 0.00	\$ 0.00
Dealer Attachments Total				\$ 1,400.00
Value Added Services Total				\$ 0.00
Other Charges				
	Freight	1	\$ 1,078.00	\$ 1,078.00
Other Charges Total				\$ 1,078.00
Suggested Price				\$ 105,381.00
Customer Discounts				
Customer Discounts Total			\$ -33,613.90	\$ -33,613.90
Total Selling Price				\$ 71,767.10



Quote Summary

Prepared For:

CITY OF SHERMAN
811 S EAST ST
SHERMAN, TX 75090
Business: 903-892-7288

Prepared By:

Brent Yates
United Ag & Turf
875 S Henry Hynds
Van Alstyne, TX 75495
Phone: 214-544-2900
brentyates@unitedagt.com

Quote Id: 25733629**Created On:** 08 December 2021**Last Modified On:** 08 December 2021**Expiration Date:** 31 December 2021

Equipment Summary	Selling Price	Qty	Extended
JOHN DEERE 333G COMPACT TRACK LOADER	\$ 71,767.10 X	1 =	\$ 71,767.10
Equipment Total			\$ 71,767.10

Quote Summary

Equipment Total	\$ 71,767.10
SubTotal	\$ 71,767.10
Total	\$ 71,767.10
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 71,767.10

Salesperson : X _____

Accepted By : X _____

Confidential

RECEIVED JUN 15 2002

YOUR COPY

INTERLOCAL PARTICIPATION AGREEMENT RECEIVED JUN 15 2002

for the
Texas Local Government Purchasing Cooperative

This Interlocal Participation Agreement ("Agreement") is made and entered into by and between the Texas Local Government Purchasing Cooperative ("Cooperative"), an administrative agency of cooperating local governments, acting on its own behalf and the behalf of all participating local governments, and the undersigned local government of the State of Texas ("Cooperative Member"). The purpose of this Agreement is to facilitate compliance with state bidding requirements, to identify qualified vendors of commodities, goods and services, to relieve the burdens of the governmental purchasing function, and to realize the various potential economies, including administrative cost savings, for Cooperative Members.

WITNESSETH:

WHEREAS, the Cooperative Members are authorized by Chapter 791, et seq., The Interlocal Cooperation Act of the Government Code ("the Act"), to agree with other local governments to form purchasing cooperatives; and

WHEREAS, the Cooperative is an administrative agency of local governments cooperating in the discharge of their governmental functions; and

WHEREAS, the Cooperative Member does hereby adopt the Organizational Interlocal Agreement, together with such amendments as may be made in the future, reflecting the evolving mission of the Cooperative and further agrees to become an additional party to that certain Organizational Interlocal Agreement promulgated on the 26th day of January, 1998.

NOW, THEREFORE, BE IT RESOLVED that the undersigned Cooperative Member in consideration of the agreement of the Cooperative and the Cooperative Members to provide services as detailed herein does agree to the following terms, conditions, and general provisions.

In return for the payment of the contributions and subject to all terms of this Agreement, the parties agree as follows:

TERMS AND CONDITIONS

1. Adopt Organizational Interlocal Cooperation Agreement. The Cooperative Member by the adoption and execution of this Agreement hereby adopts and approves the Organizational Interlocal Agreement dated January 26, 1998, together with such amendments as may be made in the future and further agrees to become a Cooperative Member.
2. Term. The initial term of this Agreement shall commence at 12:01 a.m. on the date executed and signed and shall automatically renew for successive one-year terms unless sooner terminated in accordance with the provisions of this Agreement. The terms, conditions, and general provisions set forth below shall apply to the initial term and all renewals.
3. Termination.
 - a. By the Cooperative Member. This Agreement may be terminated by the Cooperative Member at any time by thirty (30) days prior written notice to the Cooperative; provided all charges owed to the Cooperative and any vendor have been fully paid.
 - b. By the Cooperative. The Cooperative may terminate this Agreement by:
 1. Giving ten (10) days notice by certified mail to the Cooperative Member if the Cooperative Member fails or refuses to make the payments or contributions as herein provided; or
 2. Giving thirty (30) days notice by certified mail to the Cooperative Member.

- c. **Termination Procedure.** If the Cooperative Member terminates its participation during the term of this Agreement or breaches this Agreement, or if the Cooperative terminates participation of the Cooperative Member under any provision of this Article, the Cooperative Member shall bear the full financial responsibility for any purchases occurring after the termination date, and for any unpaid charges accrued during its term of membership in the Cooperative. The Cooperative may seek the whole amount due, if any, from the terminated Cooperative Member. The Cooperative Member will not be entitled to a refund of membership dues paid.
4. **Payments.**
 - a. The Cooperative Member agrees to pay membership fees based on a plan developed by the Cooperative. Membership fees are payable by Cooperative Member upon receipt of an invoice from the Cooperative, Cooperative Contractor or vendor. A late charge amounting to the maximum interest allowed by law, but not less than the rate of interest under Section 2251.021, et seq., Texas Government Code, shall begin to accrue daily on the 31st day following the due date and continue to accrue until the contribution and late charges are paid in full. The Cooperative reserves the right to collect all funds that are due to the Cooperative in the event of termination by Cooperative Member or breach of this Agreement by Cooperative Member.
 - b. The Cooperative Member will make timely payments to the vendor for the goods, materials and services received in accordance with the terms and conditions of the Invitation to Bid and related procurement documents. Payment for goods, materials and services and inspections and acceptance of goods, materials and services ordered by the procuring party shall be the exclusive obligation of the procuring Cooperative Member.
5. **Cooperative Reporting.** The Cooperative will provide periodic activity reports to the Cooperative Member. These reports may be modified from time to time as deemed appropriate by the Cooperative.
6. **Administration.** Cooperative Member will use the BuyBoard purchasing application in accordance with instruction from the Cooperative; discontinue use upon termination of participation; maintain confidentiality and prevent unauthorized use; maintain equipment, software and testing to operate the system at its own expense; report all purchase orders generated to Cooperative or its designee in accordance with instructions of the Cooperative; and make a final accounting to Cooperative upon termination of membership.
7. **Amendments.** The Board may amend this agreement, provided that notice is sent to each participant at least 60 days prior to the effective date of any change described in such amendment which, in the opinion of the Board, will have a material effect on the Cooperative Members participation in the Cooperative.

GENERAL PROVISIONS

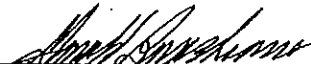
1. **Authorization to Participate.** Each Cooperative Member represents and warrants that its governing body has duly authorized its participation in the Cooperative.
2. **Bylaws.** The Cooperative Member agrees to abide by the Bylaws of the Cooperative, as they may be amended, and any and all reasonable policies and procedures established by the Cooperative.
3. **Compensation.** The parties agree that the payments under this Agreement and all related exhibits and documents are amounts that fairly compensate the Cooperative for the services or functions performed under the Agreement, and that the portion of gross sales paid by participating vendors enables the Cooperative to pay the necessary licensing fees, marketing costs, and related expenses required to operate a statewide system of electronic commerce for the local governments of Texas.
4. **Cooperation and Access.** The Cooperative Member agrees that it will cooperate in compliance with any reasonable requests for information and/or records made by the Cooperative. The Cooperative reserves the right to audit the relevant records of any Cooperative Member. Any breach of this Article shall be considered material and shall make the Agreement subject to termination on ten (10) days written notice to the Cooperative Member.

5. **Coordinator.** The Cooperative Member agrees to appoint a program coordinator who shall have express authority to represent and bind the Cooperative Member, and the Cooperative will not be required to contact any other individual regarding program matters. Any notice to or any agreements with the coordinator shall be binding upon the Cooperative Member. The Cooperative Member reserves the right to change the coordinator as needed by giving written notice to the Cooperative. Such notice is not effective until actually received by the Cooperative.
6. **Current Revenue.** The Cooperative Member hereby warrants that all payments, contributions, fees, and disbursements required of it hereunder shall be made from current revenues budgeted and available to the Cooperative Member.
7. **Defense and Prosecution of Claims.** The Cooperative Member authorizes the Cooperative to regulate the commencement, defense, intervention, or participation in a judicial, administrative, or other governmental proceeding or in an arbitration, mediation, or any other form of alternative dispute resolution, or other appearances of the Cooperative and/or any past or current Cooperative Member in any litigation, claim or dispute, and to engage counsel and appropriate experts, in the Cooperative's sole discretion, with respect to such litigation, claim or disputes. The Cooperative Member does hereby agree that any suit brought against the Cooperative or a Cooperative Member may be defended in the name of the Cooperative or the Member by the counsel selected by the Cooperative, in its sole discretion, or its designee, on behalf of and at the expense of the Cooperative as necessary for the prosecution or defense of any litigation. Full cooperation by the Cooperative Member shall be extended to supply any information needed or helpful in such prosecution or defense. Subject to specific revocation, the Cooperative Member hereby designates the Cooperative to act as a class representative on its behalf in matters arising out of this Agreement.
8. **Governance.** The Board of Trustees (Board) will govern the Cooperative in accordance with the Bylaws. Travis County, Texas will be the location for filing any dispute, claim or lawsuit.
9. **Limitations of Liability.** COOPERATIVE, ITS ENDORSERS (TEXAS ASSOCIATION OF SCHOOL BOARDS, TEXAS ASSOCIATION OF COUNTIES, AND TEXAS MUNICIPAL LEAGUE) AND SERVICING CONTRACTOR (TEXAS ASSOCIATION OF SCHOOL BOARDS) DO NOT WARRANT THAT THE OPERATION OR USE OF COOPERATIVE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. COOPERATIVE, ITS ENDORSERS AND SERVICING CONTRACTORS, HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE PARTIES AGREE THAT IN REGARD TO ANY AND ALL CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER UNDER ANY CIRCUMSTANCES FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
10. **Merger.** This Interlocal Participation Agreement, Terms and Conditions, and General Provisions, together with the Bylaws, Organizational Interlocal Agreement, and Exhibits, represents the complete understanding of the Cooperative, and Cooperative Member electing to participate in the Cooperative.
11. **Notice.** Any written notice to the Cooperative shall be made by first class mail, postage prepaid, and delivered to the Associate Executive Director Financial Planning, Texas Association of School Boards, Inc., P.O. Box 400, Austin, Texas 78767-0400.
12. **Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and venue shall lie in Travis County, Texas.
13. **Warranty.** By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action required to enter into and perform the terms of this Agreement.

IN WITNESS WHEREOF, the parties, acting through their duly authorized representatives, sign this Agreement as of the date indicated.

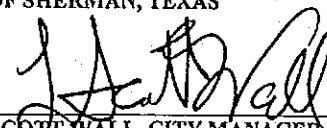
TO BE COMPLETED BY THE COOPERATIVE:

TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE, as acting on behalf of all other Cooperative Members

By:  Date: 7-15-02
Gerald Brashears, Cooperative Administrator

TO BE COMPLETED BY COOPERATIVE MEMBER:

CITY OF SHERMAN, TEXAS

By:  Date: 5/28/2002
L. SCOTT WALL, CITY MANAGER

Coordinator for the Cooperative Member is:

Name: MARYANN WINKLER
Address: 405 N. RUSK STREET
SHERMAN, TEXAS 75090
Phone: (903) 892-7285
Fax: (903) 891-0255
Email: PURCH@TEXOMA.NET



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Called Meeting

G. 1.

Meeting Date: 12/13/2021

Prepared By: Clint Philpott, Assistant City Manager

Approved By: Robby Hefton, City Manager

Caption:

OTHER BUSINESS

Receive Update from Texas Department of Transportation Paris District Engineer Noel Paramanantham on TxDOT Projects

Issue:

To receive an update on the status of current and planned Sherman area TxDOT projects

Background:

TxDOT's Paris District Engineer Noel Paramanantham will provide a brief update on the status of several current transportation projects

Origination:

City Manager Robby Hefton

Financial Consideration:

There is no financial consideration related to this agenda item.

Staff Recommendation:

There is no Council action required on this agenda item.

Alternatives:

This is an update presentation, so no alternatives apply to this agenda item.



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Called Meeting

G. 2.

Meeting Date: 12/13/2021

Prepared By: Teri Fine, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

OTHER BUSINESS

Consider Approval of the Annexation Scheduling Plan for Adoption of Approximately 36.892 acres of land located off of FM 131 North, adjacent to the Sherman City Limits and in the City of Sherman's Extra Territorial Jurisdiction; and Directing the Department of Engineering Services to Develop a Service Plan for the Area to be Annexed Upon Approval of the Annexation Scheduling Plan

Issue:

To consider approval of the schedule for annexation of approximately 36.892 acres of land located off of FM 131 North, adjacent to the Sherman City Limits, and in the City's extra territorial jurisdiction (ETJ), in accordance with state law and the City Charter

Background:

The property owner, BMT Global, LLC, has requested annexation into the city limits of approximately 36.892 acres of land located off of FM 131 North adjacent to the Sherman City Limits and in the City's ETJ. The Texas Local Government Code, Section 43.0673 provides the following:

- (a) The governing body of the municipality that elects to annex an area under this subchapter must first negotiate and enter into a written agreement with the owners of land in the area for the provision of services in the area.
- (b) The agreement must include:
 - (1) a list of each service the municipality will provide on the effective date of the annexation; and
 - (2) a schedule that includes the period within which the municipality will provide each service that is not provided on the effective date of the annexation.
- (c) The municipality is not required to provide a service that is not included in the agreement.

City staff recommends the public hearing on its intent to annex be held at the January 3rd meeting and that action on the Annexation Ordinance be taken at the same meeting.

Origination:

Letter requesting annexation by BMT Global, LLC

Financial Consideration:

City accepts maintenance. A cost benefit analysis will be prepared prior to final action on this item.

Staff Recommendation:

City Staff recommends that the public hearing on the intent to annex be held at the January 3rd regular meeting and that action on the Annexation Ordinance be taken at the same meeting.

Alternatives:

None proposed

Attachments

Annexation Scheduling Plan - BMT Global

Request for Annexation

Annexation Service Plan Agreement

Legal Description and Drawing

Aerial Location Map

ANNEXATION SCHEDULING PLAN

**Annexation of approximately 36.892 acres of land adjacent to the city limits,
located off of FM 131 North, being more specifically described as: BMT Global, LLC –
North Travis**

- Monday, December 13, 2021.....City Council sets public hearing date and accepts annexation application.
- Wednesday, December 15, 2021.....Send written notice via certified mail, RRR, to property owner(s) in area to be annexed, public or private entities that provide services in the area and any railroads that have ROW in the area to be annexed. Send written notice via certified mail, RRR, to each public school district in the area to be annexed. Such notices must contain the details described in Section 43.0561 of the Local Government Code. Provide to property owner draft of proposed annexation service plan agreement in accordance with Section 43.0672 of the Local Government Code.
- Friday, December 17, 2021.....Publish notice of public hearing in the City's official newspaper. Obtain required affidavit of publication from newspaper. Post notice of public hearing on City's website and keep posting up until the date of the hearing.
- Friday, December 31, 2021.....Post notice of public hearing as required by Open Meetings Act.
- Monday, January 3, 2022.....Hold public hearing. (Regular Council Meeting)
- Monday, January 3, 2022.....Adopt ordinance, but only if property owner has signed annexation service plan agreement in accordance with Section 43.0672 of the Local Government Code. (Regular Council Meeting)

BMT Global, LLC

822 N FM1417
Sherman, TX 75092
T: 469-734-7763

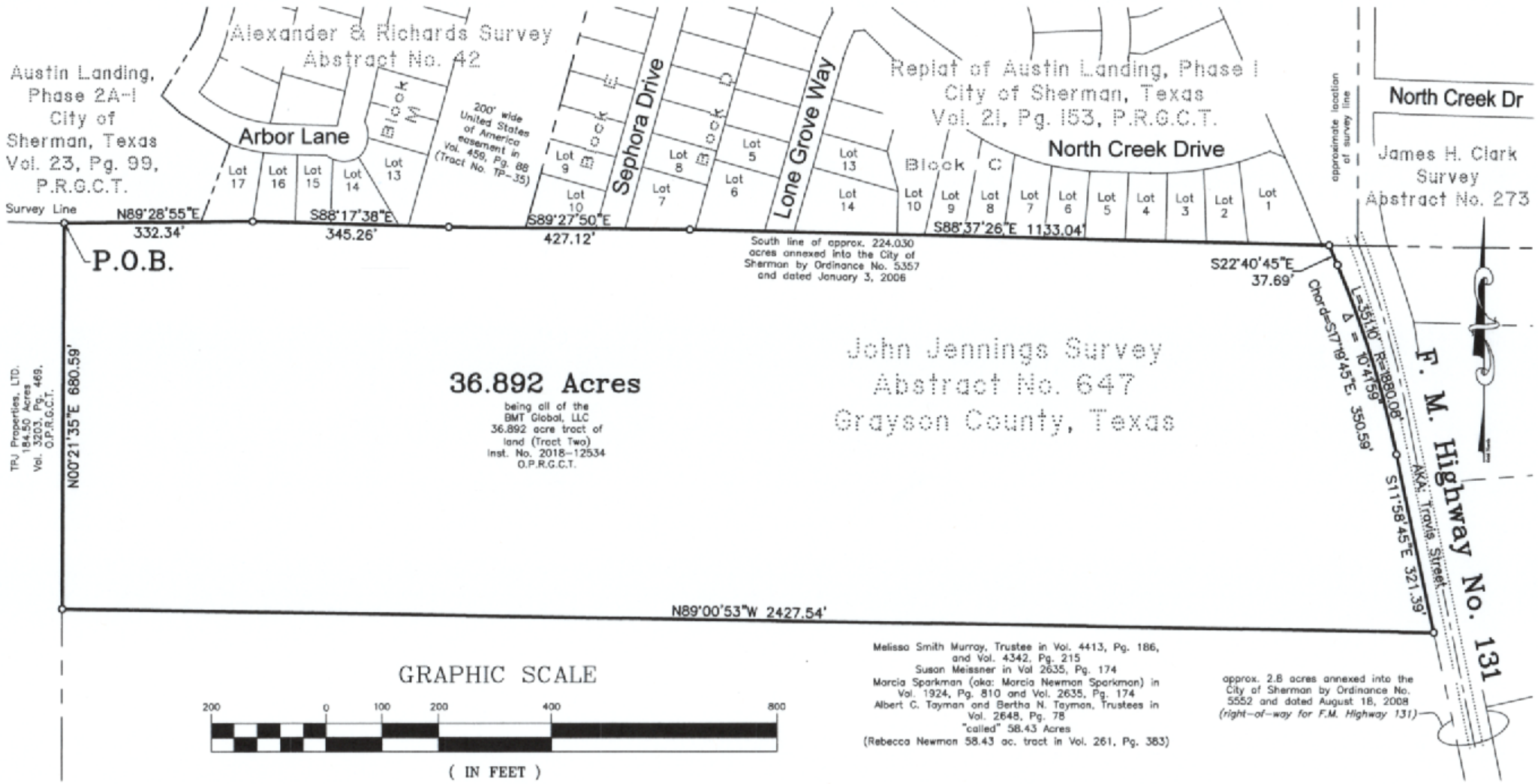
Dear City of Sherman,

On behalf of BMT Global, LLC, we are requesting for our 36.892ac parcel, located at 4528 N Travis St Sherman, TX 75092, to be annexed into the city.

The front 6ac is going through a zone change request on December 14th, 2021. If possible, we would like for this property to have its first public hearing for annexation at the December 6th, 2021 City Council meeting.

If any additional information is needed, please do not hesitate to give me call.

Terry Miller
Managing Member
BMT Global, LLC
tmiller@solar-one.com



Job No. CGS161221

Helvey-Wagner Surveying, Inc.

222 W. Main St., Denison, Texas 75020
 Ph (903) 463-6191

Email: kate@helveywagnersurvey.net
 TBPELS Firm Registration No. 10088100

Preparation Date: December 8, 2021

**Proposed Annexation tract into the
 City Limits of Sherman, Texas**

Helvey-Wagner Surveying, Inc.

222 West Main Street · Denison, Texas 75020

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

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

Billy F. Helvey, RPLS No. 4488 – Kate A. Wagner, RPLS No. 6578 – Adam Stephens, RPLS No. 6363

36.892 Acres

SITUATED in the County of Grayson, State of Texas, being a part of the John Jennings Survey, Abstract No. 647 and being all of the 36.892 acre tract of land (Tract Two) conveyed by Warranty Deed with Vendor's Lien from James Thomas Connor, Individually and as Independent Executor of the Estate of Sam Owens, et al to BMT Global, LLC on June 1, 2018 and recorded in Instrument No. 2018-12534, Official Public Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows, to-wit:

BEGINNING at a point in the South line of Austin Landing, Phase 2A-1 to the City of Sherman, Texas as per plat of record in Volume 23, Page 99, Plat Records, Grayson County, Texas, the approximate 224.030 acre tract of land annexed into the City of Sherman by Ordinance No. 5357 and dated January 3, 2006 and the Alexander & Richards Survey, Abstract No. 42 and in the North line of said John Jennings Survey, at the most Northern Northeast corner of the 184.50 acre tract of land conveyed to TPJ Properties, LTD in Volume 3203, Page 469, Official Public Records, Grayson County, Texas and at the Northwest corner of said BMT Global 36.892 ac.;

THENCE in an Easterly direction, with the South line of said Austin Landing, Phase 2A-1, Replat of Austin Landing, Phase 1 to the City of Sherman, Texas as per plat of record in Volume 21, Page 153, said Plat Records, 224.030 ac. annexation tract and said Alexander & Richards Survey and with the North line of both said BMT Global 36.892 ac. and John Jennings Survey, the following calls and distances:

1. North 89 deg. 28 min 55 sec. East, a distance of 332.34 ft. to an angle point;
2. South 88 deg. 17 min. 38 sec. East, a distance of 345.26 ft. to an angle point;
3. South 89 deg. 27 min. 50 sec. East, a distance of 427.12 ft. to an angle point;
4. South 88 deg. 37 min. 26 sec. East, a distance of 1,133.04 ft. to a point in the West line of F.M. Highway No. 131, at the Northwest corner of the approximate 2.8 acre tract of land annexed into the City of Sherman by Ordinance No. 5552 and dated August 18, 2008, at Northeast corner of said BMT Global 36.892 ac.;

THENCE Southerly, with the West line of both said F.M. Highway No. 131 (aka: Travis Street) and 2.8 ac. annexation tract and the East line of said BMT Global 36.892 ac., the following calls and distances:

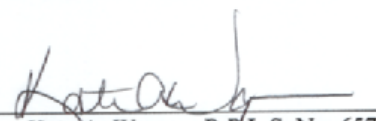
1. South 22 deg. 40 min. 45 sec. East, a distance of 37.69 ft. to a point at the beginning of a curve;
2. Southeasterly, with a curve to the right, having a radius of 1,880.08 ft., a central angle of 10 deg. 41 min. 59 sec. (Chord bears: South 17 deg. 19 min. 45 sec. East, 350.59 ft.) and an arc length of 351.10 ft. to a point at the end of said curve;
3. South 11 deg. 58 min. 45 sec. East, a distance of 321.39 ft. to a point at the Southeast corner of said BMT Global 36.892 ac.;

THENCE North 89 deg. 00 min. 53 sec. West, with the South line of said BMT Global 36.892 ac., a distance of 2,427.54 ft. to a point in an East line of said TPJ Properties 184.50 ac., at the Southwest corner of said BMT Global 36.892 ac.;

THENCE North 00 deg. 21 min. 35 sec. East, with the West line of said BMT Global 36.892 ac. and an East line of said TPJ Properties 184.50 ac., a distance of 680.59 ft. to the **PLACE OF BEGINNING** and containing **36.892 ACRES** of land.

I, KATE A. WAGNER, REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE ABOVE DESCRIBED 36.892 ACRE ANNEXATION PARCEL METES AND BOUNDS DESCRIPTION DOES FORM A MATHEMATICALLY CLOSED FIGURE




Kate A. Wagner, R.P.L.S. No. 6578
Registered Professional Land Surveyor
Texas Registration No. 6578
Dated: December 8, 2021

ANNEXATION SERVICE PLAN AGREEMENT

This SERVICE PLAN AGREEMENT (“Agreement”) is made and entered into by and among the CITY OF SHERMAN, TEXAS, a home-rule municipality (“Sherman”), and BMT GLOBAL, LLC (“Landowner” or “Developer”). Sherman and Landowner or Developer are each referred to herein as a “party” or collectively as the “parties.”

WHEREAS, Landowner is the sole owner of that certain tract of land consisting of 36.892± acres, situated in the John Jennings Survey, Abstract No. 647, Grayson County, Texas, as more particularly described and depicted in Exhibit A, attached hereto and incorporated herein for all purposes (the “Property” or “Annexed Area”); and

WHEREAS, Landowner submitted to Sherman a voluntary request for annexation of the Property into the corporate limits of Sherman pursuant to Subchapter C-3 of Chapter 43 of the Texas Local Government Code; and

WHEREAS, Landowner acknowledges and agrees that in submitting the voluntary request for annexation of the Property, Landowner has fully investigated and is aware of the rights, duties and obligations that will apply to Landowner and its successors and assigns, as owner of the Property, in the event that the Sherman City Council adopts an ordinance annexing the Property into the corporate limits of Sherman (the “Annexation Ordinance”); and

WHEREAS, Landowner acknowledges and agrees that Sherman has complied or will comply with all requirements for the consideration of Landowner’ request for annexation of the Property pursuant to Chapter 43 of the Texas Local Government Code, including holding a public hearing and providing the required public notices regarding the requested annexation; and

WHEREAS, Landowner acknowledges and agrees that the Property is eligible for annexation in all respects under Texas law; and

WHEREAS, the parties desire to enter into this Agreement pursuant to Section 43.0672 of the Texas Local Government Code to memorialize their agreement regarding the services Sherman will provide to the Property provided that the Sherman City Council adopts the Annexation Ordinance; and

WHEREAS, Landowner acknowledges and agrees that this Agreement fully complies with Section 43.0672 of the Texas Local Government Code; and

WHEREAS, Sherman has investigated and determined that it would be advantageous and beneficial to Sherman and its citizens to enter into this Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the covenants and conditions contained in this Agreement, Sherman and Landowner agree as follows:

1. **Incorporation of Recitals.** The representations, covenants and recitations set forth in the forth in the foregoing recitals of this Agreement are true and correct, are incorporated into

the body of this Agreement and are adopted as findings of Sherman and Landowner.

2. **Land Subject to Agreement.** The land that is subject to this Agreement is the Property. Landowner represents that he is the sole owner of the Property.
3. **Agreement Conditioned on Annexation.** This Agreement and the rights, duties and obligations herein are subject to and conditioned on the Sherman City Council adopting the Annexation Ordinance within ninety (90) days after the Effective Date (hereinafter defined) of this Agreement. In the event that the Sherman City Council does not adopt the Annexation Ordinance within ninety (90) days after the Effective Date of this Agreement, this Agreement shall not be effective and neither party shall have any rights, duties or obligations of any kind under this Agreement. In the event Landowner argues or claims that a term, condition or provision of this Agreement or the Annexation Ordinance is invalid, illegal, void, unenforceable or unlawful, then Sherman has the option to terminate this Agreement, effective immediately.
4. **Agreed Service Plan.** Subject to the terms and conditions of this Agreement, the parties agree that Sherman shall furnish or provide for the following municipal services to the Property after annexation at the following levels and in accordance with the following schedule:
 - (a) Police Services.
 - (i) Patrolling, responses to calls and other routine police services, within the limits of existing personnel and equipment and in a manner consistent with the methods of Sherman, will be provided in the Annexed Area on the effective date of the Annexation Ordinance.
 - (ii) Upon ultimate development of the Annexed Area, the same level of police services will be provided to the Annexed Area as are furnished throughout Sherman at that time.
 - (b) Fire Services.
 - (i) Fire protection and emergency ambulance services and equipment, within the limits of existing personnel and equipment and the limits of available water and distances from existing fire stations and in a manner consistent with the methods of Sherman, will be provided to the Annexed Area upon the effective date of the Annexation Ordinance.
 - (ii) Upon ultimate development of the Annexed Area, the same level of fire and emergency ambulance services will be provided to the Annexed Area as are furnished throughout Sherman at that time.
 - (c) Environmental Health and Code Enforcement Services.
 - (i) Enforcement of Sherman's environmental health ordinances and

regulations, including but not limited to, weed and brush ordinances, junked and abandoned vehicle ordinances and animal control ordinances, shall be provided within the Annexed Area within sixty (60) days of the effective date of the Annexation Ordinance. Sherman's environmental health ordinances and regulations will be enforced through the use of existing personnel.

- (ii) As development and construction commence in the Annexed Area, sufficient personnel will be provided to furnish the Annexed Area with the same level of environmental health and code enforcement services as are furnished throughout Sherman at that time.

(d) Building Inspections.

- (i) Inspection services, including the review of building plans, the issuance of permits and the inspection of all buildings, plumbing, mechanical and electrical work to ensure compliance with Sherman's codes, regulations and ordinances will be provided within sixty (60) days of the effective date of the Annexation Ordinance. Existing personnel will be used to provide such services.
- (ii) All inspection services furnished by Sherman but not mentioned above will be provided to the Annexed Area beginning within sixty (60) days of the effective date of the Annexation Ordinance.

(e) Planning and Zoning Services.

- (i) The planning and zoning jurisdiction of Sherman will extend to the Annexed Area upon the effective date of the Annexation Ordinance. Sherman city planning will thereafter encompass the Annexed Area, and it shall be entitled to consideration for zoning in accordance with Sherman's Zoning Ordinance and Comprehensive Plan.
- (ii) Sherman's zoning, subdivision, sign and other ordinances shall be enforced in the Annexed Area beginning on the effective date of the Annexation Ordinance.

(f) Park and Recreation Services.

- (i) Inhabitants of the Annexed Area may utilize all existing park and recreational services, facilities and sites throughout Sherman beginning on the effective date of the Annexation Ordinance.
- (ii) Additional facilities and sites to serve the Annexed Area will be acquired, developed and maintained at locations and times provided by applicable plans, policies, programs and decisions of Sherman. The Annexed Area will

be included in all future plans for providing parks and recreation services to Sherman.

- (iii) Existing parks, playgrounds, swimming pools and other recreational facilities within the Annexed Area shall, upon dedication to and acceptance by Sherman, be maintained and operated by Sherman, but not otherwise.

(g) Solid Waste Collection Services.

- (i) Solid waste collection services shall be provided to the Annexed Area in accordance with Sherman's existing policies, beginning on the effective date of the Annexation Ordinance.
- (ii) As development and construction commence in the Annexed Area and population density increases in the Annexed Area, solid waste collection services shall be provided to the Annexed Area in accordance with Sherman's policies regarding frequency, changes and the like as are existing at that time.

(h) Streets.

- (i) Sherman's existing policies with regard to street maintenance, applicable throughout Sherman, shall apply to the Annexed Area beginning on the effective date of the Annexation Ordinance. Unless a street within the Annexed Area has been constructed or is improved to Sherman's standards and specifications, such street will not be maintained by Sherman. Notwithstanding anything to the contrary herein, private streets within the Annexed Area shall remain private streets after annexation and Sherman and the Landowner agree that Sherman shall have no obligation to maintain, repair or improve the private streets or to pay the costs thereof.
- (ii) As development, improvement or construction of streets to Sherman's standards commences within the Annexed Area, the policies of Sherman with regard to participation in the costs thereof, acceptance upon completion thereof and maintenance after completion thereof shall apply as such policies exist at that time.
- (iii) The same level of maintenance shall be provided to streets within the Annexed Area that are accepted by Sherman as is provided to streets throughout Sherman.
- (iv) Street lighting installed on streets improved to Sherman's standards and specifications shall be maintained by the appropriate franchise holder in accordance with existing Sherman policies.

(i) Water Services.

- (i) Connection to existing Sherman water mains for water service for domestic, commercial and industrial use within the Annexed Area will be provided in accordance with existing Sherman policies. Upon connection to existing mains, water will be provided at rates established by Sherman ordinances for such service throughout Sherman.
 - (ii) As development and construction commence on the Annexed Area, Sherman water mains will be extended in accordance with provisions of the Subdivision Ordinance and other applicable ordinances and regulations in effect at that time. Sherman's participation in the costs of such extensions shall be in accordance with the applicable Sherman ordinances and regulations in effect at that time. Such extensions will be commenced in accordance with state law.
 - (iii) Water mains installed or improved to Sherman's standards which are within the Annexed Area and are within dedicated easements shall be maintained by Sherman beginning on the effective date of the Annexation Ordinance.
 - (iv) Private water lines within the Annexed Area shall be maintained by their respective owners in accordance with existing policies applicable throughout Sherman.
- (j) Sanitary Sewer Services.
 - (i) Connections to existing Sherman sanitary sewer mains for sanitary sewer service in the Annexed Area will be provided in accordance with existing Sherman policies. Upon connection, sanitary sewer service will be provided at rates established by Sherman ordinances for such service throughout Sherman.
 - (ii) Sanitary sewer mains and/or lift stations installed or improved to Sherman's standards that are located in dedicated easements, are within the Annexed Area and are connected to Sherman mains will be maintained by Sherman beginning on the effective date of the Annexation Ordinance.
 - (iii) As development and construction commence in the Annexed Area, Sherman sanitary sewer services will be extended in accordance with provisions of the Subdivision Ordinance and other applicable Sherman ordinances and regulations in effect at that time. Sherman's participation in the costs of such extensions shall be in accordance with the applicable Sherman ordinances and regulations in effect at that time. Such extensions will be commenced in accordance with state law.
- (k) Miscellaneous.

- (i) General municipal administration and administrative services of Sherman shall be available to the Annexed Area beginning on the effective date of the Annexation Ordinance.
 - (ii) Notwithstanding anything set forth above, this Service Plan does not require all municipal services be provided as set forth above if different characteristics of topography, land use and population density are considered a sufficient basis for providing different levels of service.
- 5. **Default.** If Sherman fails to comply with the terms and conditions of this Agreement and such failure is not cured within a reasonable period of time after Sherman receives written notice of such failure from Landowner, then Landowner may seek disannexation pursuant to Section 43.141 of the Texas Local Government Code as its sole and exclusive remedy. In no event shall Sherman be liable to Landowner or any other owner or inhabitant of the Annexed Area for any direct, indirect, incidental, special or consequential damages arising out of this Agreement or for the cost of procurement of substitute services.
- 6. **Covenant Running with the Land.** This Agreement shall be a covenant running with the land and Property and shall be binding on Landowner and Landowner's successors and assigns.
- 7. **Limitations of Agreement.** Sherman ordinances covering property taxes, utility rates, permit fees, inspection fees, tree mitigation fees, impact fees, development fees, tap fees, pro-rata fees and the like are not affected by this Agreement. Further, this Agreement does not waive or limit any of the obligations of Landowner to Sherman under any ordinance, whether now existing or in the future arising.
- 8. **Notices.** Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States Mail, addressed to the Party to be notified, postage pre-paid and registered or certified with return receipt requested; by 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 Sherman, addressed to it at:

City of Sherman
Attn: Robby Hefton, City Manager
220 West Mulberry Street
Sherman, Texas 75090
Telephone: (903) 892-7200
Facsimile: (903) 892-7355
Email: robbyh@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) 544-4044
Email: rpittman@abernathy-law.com

If to Landowner, addressed to him at:

BMT Global, LLC
Attn: Terry Miller
822 N. FM 1417
Sherman, Texas 75092
Telephone: (469) 734-7763
Email: tmiller@solar-one.com

10. **Release.** LANDOWNER HEREBY RELEASES, WAIVES AND HOLDS HARMLESS SHERMAN AND ITS COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES FROM ALL DAMAGES, INJURIES, CLAIMS, OBJECTIONS, LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS ARISING OUT OF OR RELATED TO SHERMAN'S ANNEXATION OF THE PROPERTY, SHERMAN'S CONSIDERATION OF ANNEXATION OF THE PROPERTY AND SHERMAN'S ADOPTION OF THE ANNEXATION ORDINANCE. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.
11. **Vested Rights/Chapter 245 Waiver.** This Agreement shall confer no vested rights on the Property, or any portion thereof. In addition, nothing contained in this Agreement shall constitute a "permit" as defined in Chapter 245 of the Texas Local Government Code, as amended, and nothing in this Agreement provides Sherman with fair notice of any project of Landowner. LANDOWNER WAIVES ANY STATUTORY CLAIM UNDER CHAPTER 245 OF THE TEXAS LOCAL GOVERNMENT CODE, AS AMENDED, UNDER THIS AGREEMENT. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.
12. **Warranties/Representations.** All warranties, representations and covenants made by one party to the other in this Agreement or in any certificate or other instrument delivered by one party to the other under this Agreement shall be considered to have been relied upon by the other party and will survive the satisfaction of any fees under this Agreement, regardless of any investigation made by either party.
13. **Entire Agreement.** This Agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the parties.
14. **Governing Law; Venue.** The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement, without regard to conflict of law

principles. This Agreement is performable in Grayson County, Texas, and the exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Grayson County, Texas.

15. **Consideration.** This Agreement is executed by the parties without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.
16. **Multiple Counterparts.** This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.
17. **Authority to Execute.** The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the Effective Date (hereinafter defined). Landowner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect, and **Landowner covenants and agrees to indemnify, hold harmless, and defend Sherman and its Council members, officers, agents, representatives and employees against any and all claims asserted by any person claiming an ownership interest in the Property who has not signed the Agreement that arise in any way from Sherman's reliance on this Agreement.**
18. **Savings; Severability.** In the event that a term, condition or provision of this Agreement is determined to be invalid, illegal, void, unenforceable or unlawful by a court of competent jurisdiction, then that term, condition or provision shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been contained in this Agreement.
19. **Representations.** Each party represents that it has carefully read this Agreement, knows the contents hereof, has consulted with an attorney of its choice regarding the meaning and effect hereof and is signing the same solely of its own judgment.
20. **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.
21. **Immunity.** It is expressly understood and agreed that, in the execution and performance of this Agreement, Sherman has not waived, nor shall be deemed hereby to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.

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

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

CITY OF SHERMAN, TEXAS,
a home-rule municipality

By: _____
Robby Hefton, City Manager
Date: _____

Attested to by:

Linda Ashby, City Clerk

Approved as to Form and Content:
The Law Firm of Abernathy,
Roeder, Boyd & Hullett, P.C.

By: _____
Name: Ryan D. Pittman
Title: City Attorney

BMT Global, LLC

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

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 of the **CITY OF SHERMAN, TEXAS**, a home-rule municipality, and that he executed the same for the purposes and consideration therein stated and in the capacity therein stated as the act and deed of the City of Sherman, Texas.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this _____ day of _____, 2021.

Notary Public, State of Texas
My Commission Expires: _____

STATE OF TEXAS §
 §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he/she acknowledged to me that he/she executed the same for the purposes and consideration therein stated and in the capacity therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this _____ day of _____, 2021.

Notary Public, State of Texas
My Commission Expires: _____

Exhibit A

SITUATED in the County of Grayson, State of Texas, being a part of the John Jennings Survey, Abstract No. 647 and being all of the 36.892 acre tract of land (Tract Two) conveyed by Warranty Deed with Vendor's Lien from James Thomas Connor, Individually and as Independent Executor of the Estate of Sam Owens, et al to BMT Global, LLC on June 1, 2018 and recorded in Instrument No. 2018-12534, Official Public Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows, to-wit:

BEGINNING at a point in the South line of Austin Landing, Phase 2A-1 to the City of Sherman, Texas as per plat of record in Volume 23, Page 99, Plat Records, Grayson County, Texas, the approximate 224.030 acre tract of land annexed into the City of Sherman by Ordinance No. 5357 and dated January 3, 2006 and the Alexander & Richards Survey, Abstract No. 42 and in the North line of said John Jennings Survey, at the most Northern Northeast corner of the 184.50 acre tract of land conveyed to TPJ Properties, LTD in Volume 3203, Page 469, Official Public Records, Grayson County, Texas and at the Northwest corner of said BMT Global 36.892 ac.;

THENCE in an Easterly direction, with the South line of said Austin Landing, Phase 2A-1, Replat of Austin Landing, Phase 1 to the City of Sherman, Texas as per plat of record in Volume 21, Page 153, said Plat Records, 224.030 ac. annexation tract and said Alexander & Richards Survey and with the North line of both said BMT Global 36.892 ac. and John Jennings Survey, the following calls and distances:

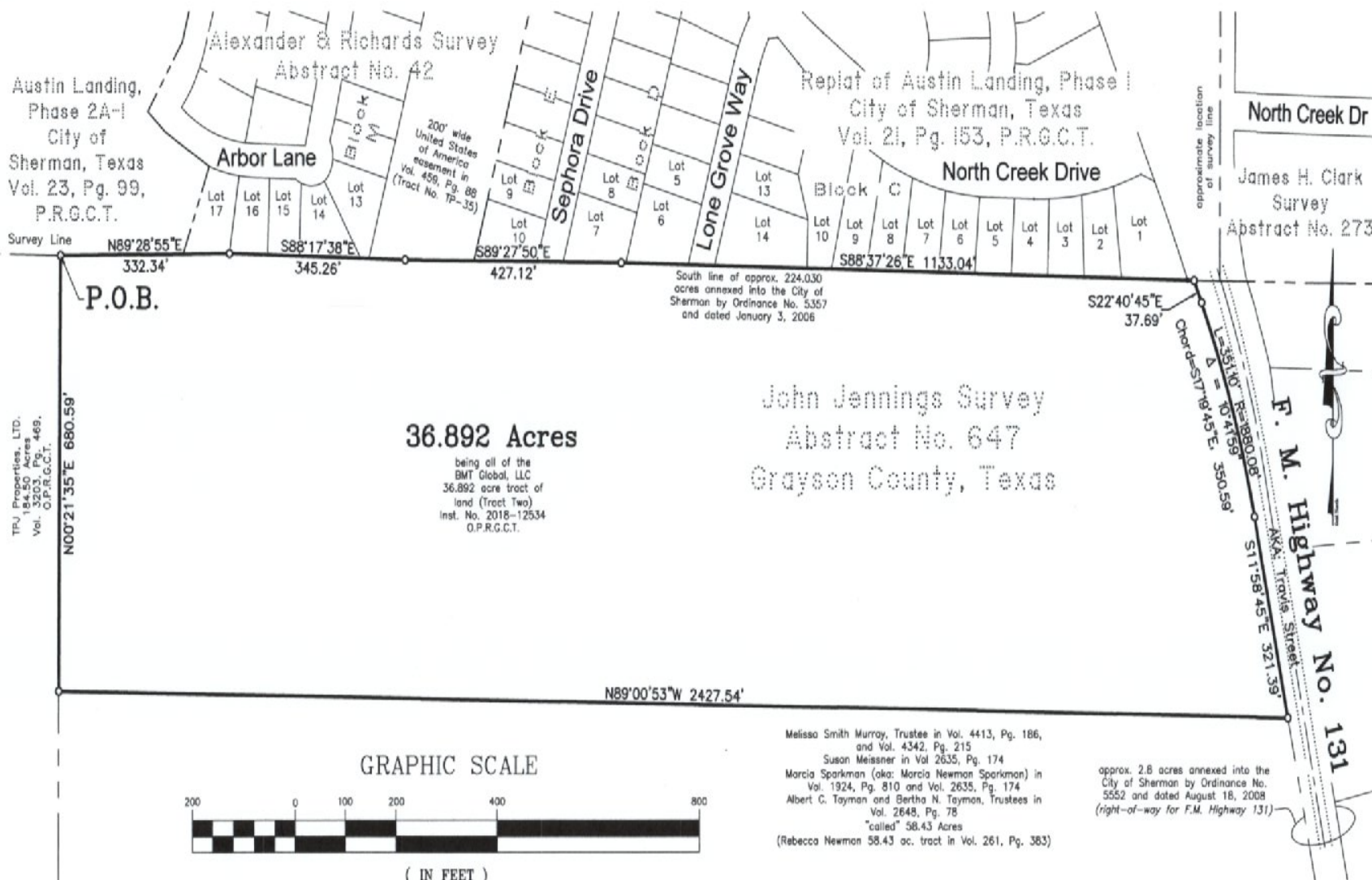
1. North 89 deg. 28 min 55 sec. East, a distance of 332.34 ft. to an angle point;
2. South 88 deg. 17 min. 38 sec. East, a distance of 345.26 ft. to an angle point;
3. South 89 deg. 27 min. 50 sec. East, a distance of 427.12 ft. to an angle point;
4. South 88 deg. 37 min. 26 sec. East, a distance of 1,133.04 ft. to a point in the West line of F.M. Highway No. 131, at the Northwest corner of the approximate 2.8 acre tract of land annexed into the City of Sherman by Ordinance No. 5552 and dated August 18, 2008, at Northeast corner of said BMT Global 36.892 ac.;

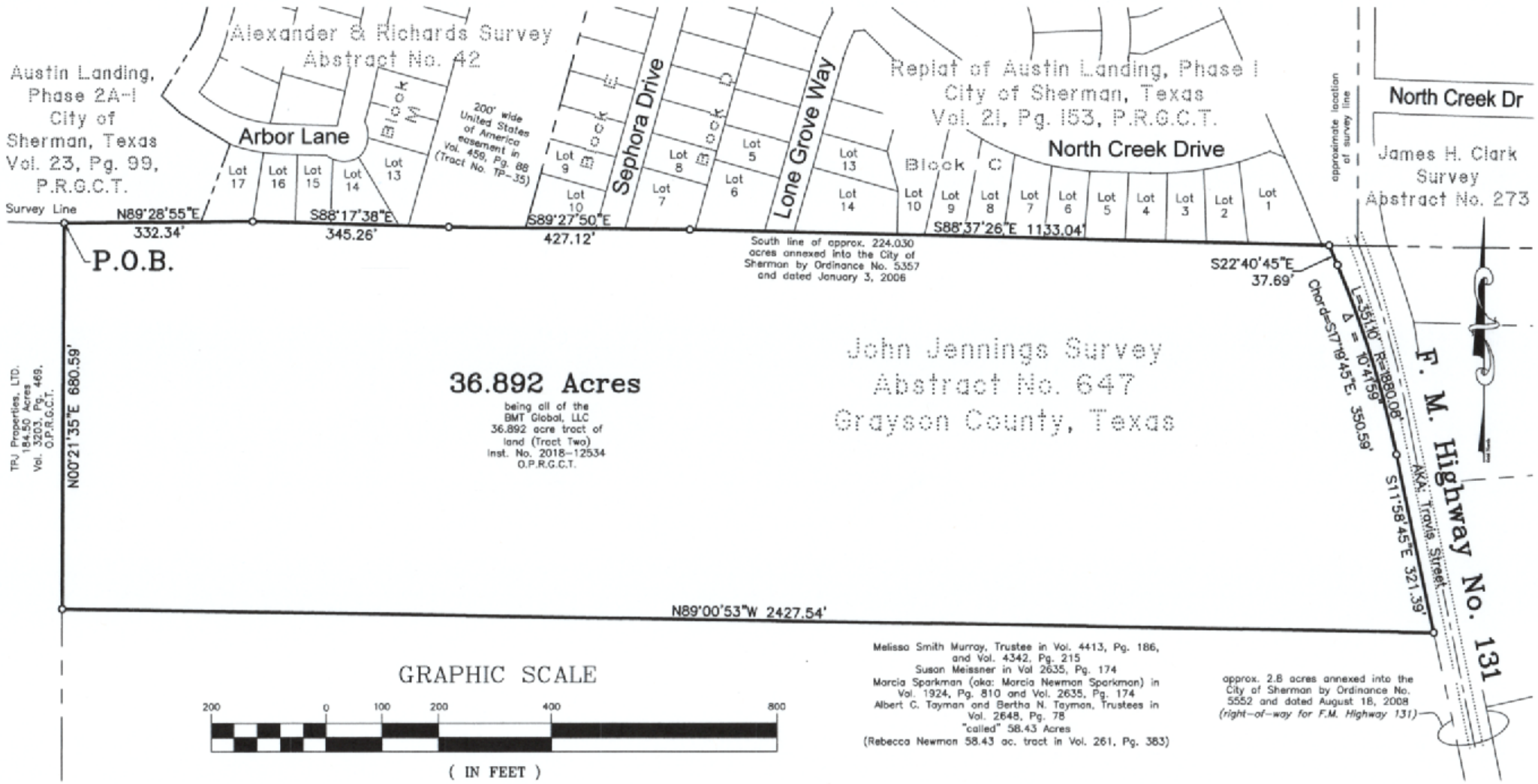
THENCE Southerly, with the West line of both said F.M. Highway No. 131 (aka: Travis Street) and 2.8 ac. annexation tract and the East line of said BMT Global 36.892 ac., the following calls and distances:

1. South 22 deg. 40 min. 45 sec. East, a distance of 37.69 ft. to a point at the beginning of a curve;
2. Southeasterly, with a curve to the right, having a radius of 1,880.08 ft., a central angle of 10 deg. 41 min. 59 sec. (*Chord bears: South 17 deg. 19 min. 45 sec. East, 350.59 ft.*) and an arc length of 351.10 ft. to a point at the end of said curve;
3. South 11 deg. 58 min. 45 sec. East, a distance of 321.39 ft. to a point at the Southeast corner of said BMT Global 36.892 ac.;

THENCE North 89 deg. 00 min. 53 sec. West, with the South line of said BMT Global 36.892 ac., a distance of 2,427.54 ft. to a point in an East line of said TPJ Properties 184.50 ac., at the Southwest corner of said BMT Global 36.892 ac.;

THENCE North 00 deg. 21 min. 35 sec. East, with the West line of said BMT Global 36.892 ac. and an East line of said TPJ Properties 184.50 ac., a distance of 680.59 ft. to the **PLACE OF BEGINNING** and containing **36.892 ACRES** of land.





Job No. CGS161221

Helvey-Wagner Surveying, Inc.

222 W. Main St., Denison, Texas 75020
Ph (903) 463-6191

Email: kate@helveywagnersurvey.net
TBPELS Firm Registration No. 10088100

Preparation Date: December 8, 2021

**Proposed Annexation tract into the
City Limits of Sherman, Texas**

Helvey-Wagner Surveying, Inc.

222 West Main Street · Denison, Texas 75020

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

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

Billy F. Helvey, RPLS No. 4488 – Kate A. Wagner, RPLS No. 6578 – Adam Stephens, RPLS No. 6363

36.892 Acres

SITUATED in the County of Grayson, State of Texas, being a part of the John Jennings Survey, Abstract No. 647 and being all of the 36.892 acre tract of land (Tract Two) conveyed by Warranty Deed with Vendor's Lien from James Thomas Connor, Individually and as Independent Executor of the Estate of Sam Owens, et al to BMT Global, LLC on June 1, 2018 and recorded in Instrument No. 2018-12534, Official Public Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows, to-wit:

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THENCE in an Easterly direction, with the South line of said Austin Landing, Phase 2A-1, Replat of Austin Landing, Phase 1 to the City of Sherman, Texas as per plat of record in Volume 21, Page 153, said Plat Records, 224.030 ac. annexation tract and said Alexander & Richards Survey and with the North line of both said BMT Global 36.892 ac. and John Jennings Survey, the following calls and distances:

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3. South 89 deg. 27 min. 50 sec. East, a distance of 427.12 ft. to an angle point;
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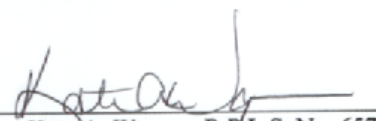
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2. Southeasterly, with a curve to the right, having a radius of 1,880.08 ft., a central angle of 10 deg. 41 min. 59 sec. (Chord bears: South 17 deg. 19 min. 45 sec. East, 350.59 ft.) and an arc length of 351.10 ft. to a point at the end of said curve;
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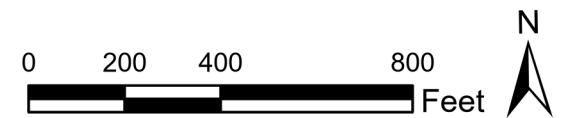
THENCE North 00 deg. 21 min. 35 sec. East, with the West line of said BMT Global 36.892 ac. and an East line of said TPJ Properties 184.50 ac., a distance of 680.59 ft. to the **PLACE OF BEGINNING** and containing **36.892 ACRES** of land.

I, KATE A. WAGNER, REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE ABOVE DESCRIBED 36.892 ACRE ANNEXATION PARCEL METES AND BOUNDS DESCRIPTION DOES FORM A MATHEMATICALLY CLOSED FIGURE




Kate A. Wagner, R.P.L.S. No. 6578
Registered Professional Land Surveyor
Texas Registration No. 6578
Dated: December 8, 2021

North Travis Annexation





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Called Meeting

G. 3.

Meeting Date: 12/13/2021

Prepared By: Teri Fine, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

*** OTHER BUSINESS**

Consider Calling a Special Meeting of the City Council for Tuesday, January 18, 2022, due to Conflict with a Federal Holiday

Issue:

This agenda item considers calling a special meeting of the City Council for **5:00 p.m.** on Tuesday, January 18, 2022, to make up for the second regular meeting in January, which falls on the Federal Holiday of Martin Luther King, Jr. Day

Background:

The City Charter provides that City Council regular meetings shall fall “on the first and third Mondays of each month, excluding holidays, at its discretion.” The regular date for the Council’s second meeting in January is Monday, January 17th, a Federal Holiday to celebrate Martin Luther King, Jr. Day. With the City Council's direction at the 2019 Budget Workshop, this day is now an officially recognized holiday for City of Sherman employees. Federal holidays are traditionally respected by not holding regular City Council meetings on those dates. The Charter states, "In the case of a holiday, the regular meeting shall be held on the Tuesday immediately following said holiday."

Origination:

City Manager's Office

Financial Consideration:

There is no financial impact to be considered.

Staff Recommendation:

It is recommended that the City Council call a special City Council meeting for **5:00 p.m.** on Tuesday, January 18, 2022.

Alternatives:

No alternatives are recommended



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Called Meeting

Meeting Date: 12/13/2021

Approved By: Robby Hefton, City Manager

Caption:

COUNCIL CALENDAR

Attachments

2021 Council Calendar

2022 Council Calendar

2021 Council Calendar

January						
Su	Mo	Tu	We	Th	Fr	Sa
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	Holiday
	Holiday for Firefighters/Police Only
	City Council Regular Meeting
	City Council Called Meeting
	Special Called Meeting
	Budget Workshop
	Cancelled City Council Meeting

CALLED MEETINGS	
1/19/2021	Rescheduled - Martin Luther King, Jr. Day
4/23/2021	Called Budget Planning Meeting
5/27/2021	Called Capital Improvement Program Work Session
7/6/2021	Rescheduled - Independence Day
9/7/2021	Rescheduled - Labor Day
9/14/2021	Called Joint Meeting w/SEDCO Board of Directors
11/10/2021	Called Meeting - Canvass of Election Returns
12/13/2021	Rescheduled - Christmas Holiday

2022 Council Calendar

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