

**CITY OF SHERMAN
CITY COUNCIL REGULAR MEETING AGENDA
COUNCIL CHAMBERS OF THE CITY HALL
220 WEST MULBERRY STREET
SHERMAN, TEXAS
MONDAY, DECEMBER 3, 2018
5:00 P.M.**

- A. 1. CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN**
- A. 2. PLEDGE OF ALLEGIANCE LED BY COUNCIL MEMBER WILLIE STEELE**
- A. 3. INVOCATION BY COUNCIL MEMBER WILLIE STEELE**
- A. 4. APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF NOVEMBER 19, 2018**

Special Presentations

- B. 1. SPECIAL PRESENTATION**
Parks and Recreation Manager Theresa Hutchinson's Presentation on the City of Sherman's New Dog Park

Consent Agenda

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

Resolutions

- D. 1. RESOLUTION NO. 6441**
Authorizing the Execution of an Agreement for Consulting Services with EIKON Consulting Group, LLC for Design of the City of Sherman EMS and Fire Equipment Storage Building
- D. 2. RESOLUTION NO. 6442**
Authorizing Execution of an Agreement for the Construction Phase of the Awarded Contract with Dean Electric, Inc. dba Dean Construction as Construction Manager-at-Risk (CMAR) for Construction of the Pecan Grove West Athletic Complex

Requests to Advertise

- E. 1. * REQUEST TO ADVERTISE**
Purchase of a New Service Truck Chassis and Crane Body for Use within the Equipment Services Department

F. CITIZEN REQUESTS

G. MEDIA QUESTIONS

H. COUNCIL COMMENTS

Executive Session

I. 1. EXECUTIVE SESSION

In Accordance with Chapter 551, Government Code, V.T.C.S. (Open Meetings Law), "The City Council Will Now Hold a Closed Executive Meeting Pursuant to the Provisions of the Open Meetings Law, Chapter 551, Government Code, Vernon's Texas Codes Annotated, in Accordance with the Authority Contained in the Following Sections:

- | | |
|-----------------|--|
| Section 551.071 | Consultation with City Attorney concerning Pending or Contemplated Litigation |
| Section 551.071 | Consult with the City Attorney on a Matter in which the Duty of the Attorney to the Governmental Body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this Chapter |
| Section 551.074 | Personnel Matters: <ul style="list-style-type: none">(a) Consider the Qualifications, Appointment and Removal of Members to Boards and Commissions:<ul style="list-style-type: none">(1) Greater Texoma Utility Authority Board of Directors (1)(2) Sherman Economic Development Corporation Board of Directors - Ex-Officio Member (1) |
| Section 551.087 | Deliberation Regarding Economic Development Negotiations: <ul style="list-style-type: none">(a) Deliberate Regarding Commercial or Financial Information that the City has Received from a Business Prospect and Deliberate any Offers or Incentives to the Business Prospect |

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 Regular Meeting of the City Council of the City of Sherman is a true and correct copy of said Notice and that I posted a true and correct copy of said Notice on the bulletin board at City Hall of said City of Sherman, Texas, a place convenient to the public, and said notice was posted on November 29, 2018 at 4:00 p.m., and said time of posting was 72 hours before said meeting was convened or called to order.

Dated this 29th day of November, 2018.
City of Sherman, Texas

City Clerk

The above agenda schedule represents an estimate of the order for the indicated items and is subject to change at any time.

All agenda items are subject to final action by the City Council.

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

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

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

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

Mayor

David Plyler

Deputy Mayor

Shawn C. Teamann

Council Members

Willie Steele, Council-At-Large, PL #1

Sandra Melton, 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 Regular Meeting

A.4.

Meeting Date: 12/03/2018

Prepared By: Linda Ashby, City Clerk

Approved By: Robby Hefton, City Manager

Caption:

APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF NOVEMBER 19, 2018

Attachments

November 19, 2018

Canvass of Votes - Totals

Canvass of Votes - By Precinct

Grayson County Election Reports

STATE OF TEXAS §
COUNTY OF GRAYSON §

November 19, 2018

BE IT REMEMBERED THAT A Regular Meeting of the City Council of the City of Sherman, Grayson County, Texas was begun and held in the Council Chambers of City Hall on November 19, 2018.

**MEMBERS PRESENT: MAYOR DAVID PLYLER; DEPUTY MAYOR PAM HOWETH.
COUNCIL MEMBERS HOLLAND, SOFEY, STEELE,
STEVENSON, TEAMANN.**

MEMBERS ABSENT: NONE.

CALL TO ORDER

Mayor Plyler called the meeting to order at 5:00 p.m. The Pledge of Allegiance was led by members of Boy Scout Troop 15, and the Invocation was given by Deputy Mayor Pam Howeth.

APPROVE MINUTES

The Council reviewed the Minutes of the Regular City Council Meeting of November 5, 2018. Deputy Mayor Howeth moved to approve the Minutes, as presented; Second by Council Member Stevenson. All present voted AYE. MOTION CARRIED.

**DECLARE RESULTS OF NOVEMBER 6, 2018 REGULAR
MUNICIPAL ELECTION**
CANVASS OF ELECTION RETURNS

Mayor Plyler canvassed the Election returns of the November 6, 2018 Regular Municipal Election by reading the number of early votes, Election Day votes, and total votes received for each candidate.

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

Mayor Plyler asked for a motion accepting Resolution 6437, declaring the official results of the November 6, 2018 Regular Municipal Election.

**RESOLUTION NO. 6437 – DECLARING THE RESULTS OF THE
NOVEMBER 6, 2018 REGULAR MUNICIPAL ELECTION HELD
IN THE CITY OF SHERMAN, GRAYSON COUNTY, TEXAS**
**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SHERMAN, TEXAS, DECLARING THE RESULTS OF THE
NOVEMBER 6, 2018 REGULAR MUNICIPAL ELECTION HELD
IN THE CITY OF SHERMAN, GRAYSON COUNTY, TEXAS.**

ACTION TAKEN.

Motion by Council Member Sofey to adopt Resolution No. 6437, as presented. Second by Council Member Teamann.

COUNCIL MINUTES – NOVEMBER 19, 2018

VOTING AYE: Holland, Howeth, Sofey, Steele, Stevenson, Teamann.

VOTING NAY: None.

MOTION CARRIED.

RECOGNITION OF OUTGOING COUNCIL MEMBERS

Mayor Plyler recognized Council Member Jason Sofey for his service to the City and presented him with a plaque and crystal listing his dates of service.

Mayor Plyler said Council Member Sofey has served on the Sherman Economic Development Corporation, Planning and Zoning Commission, and the City Council and said even though his time is coming to a close, he hoped we would see him again.

He said Council Member Sofey has been a big help to him as Mayor and to the development of the City. He thanked him for his leadership and wisdom.

Council Member Sofey said he has enjoyed his time serving the City of Sherman, and appreciated his family allowing him to serve. He said the City is in good hands, with one of the best staffs and best Councils that he has been involved with.

OATH OF OFFICE

OATH OF OFFICE AND PRESENTATION OF CERTIFICATE OF ELECTION

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

Mayor	David Plyler
Council Member, At-Large, Place 1	Willie Steele
Council Member, At-Large, Place 2	Sandra Melton

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

NEW COUNCIL SEATED

MEMBERS PRESENT: Mayor David Plyler.

Council Members Holland, Howeth,
Melton, Steele, Stevenson, Teamann.

MEMBERS ABSENT: None.

COUNCIL ELECTION OF DEPUTY MAYOR

Mayor Plyler asked for nominations for Deputy Mayor.

ACTION TAKEN.

Motion by Deputy Mayor Howeth to nominate Council Member Shawn Teamann to serve as Deputy Mayor from November 20, 2018 until November 5, 2019. Second by Council Member Stevenson.

**RECOGNITION OF
OUTGOING
COUNCIL MEMBERS**

OATH OF OFFICE

**DEPUTY MAYOR
ELECTION**

VOTING AYE: Holland, Howeth, Melton, Steele, Stevenson, Teamann.

VOTING NAY: None.

MOTION CARRIED.

INTRODUCTION AND PUBLIC HEARING OF ORDINANCES

Mayor Plyler introduced Ordinance No. 6168 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING CHAPTER 9 OF THE CODE OF ORDINANCES, ENTITLED "PERSONNEL", ARTICLE 9.05, ENTITLED "CIVIL SERVICE FOR FIREFIGHTERS AND POLICE OFFICERS", AT SECTION 9.05.026, ENTITLED "AUTHORIZED NUMBER OF POSITIONS", TO REVISE THE NUMBER OF AUTHORIZED POSITIONS IN THE POLICE DEPARTMENT; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER.

ORD 6168
POLICE DEPT
POSITIONS

Robby Hefton, City Manager, said this ordinance does not change the total number of staff for the Police Department, it just restructures the administrative staff at the top. It will allow Police Chief Zach Flores to make some adjustments in his administrative staff.

No other citizens appeared before the City Council to discuss Ordinance No. 6168.

The Public Hearing was closed.

ADOPTION OF ORDINANCES

Ordinance 6168

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING CHAPTER 9 OF THE CODE OF ORDINANCES, ENTITLED "PERSONNEL", ARTICLE 9.05, ENTITLED "CIVIL SERVICE FOR FIREFIGHTERS AND POLICE OFFICERS", AT SECTION 9.05.026, ENTITLED "AUTHORIZED NUMBER OF POSITIONS", TO REVISE THE NUMBER OF AUTHORIZED POSITIONS IN THE POLICE DEPARTMENT; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER.

ORD 6168
POLICE DEPT
POSITIONS

ACTION TAKEN.

Motion by Deputy Mayor Teamann to approve Ordinance No. 6168, as presented. Second by Council Member Holland.

VOTING AYE: Holland, Howeth, Melton, Steele, Stevenson, Teamann.

VOTING NAY: None.

MOTION CARRIED.

CONSENT AGENDA

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

CONSENT AGENDA

RESOLUTIONS

RESOLUTION NO. 6438 – AUTHORIZING THE PURCHASE OF A NEW CASE RUBBER TIRE EXCAVATOR FOR THE DISTRIBUTION SERVICES DEPARTMENT FROM ASSOCIATED SUPPLY COMPANY, INC. (ASCO EQUIPMENT) THROUGH THE TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE (BUYBOARD)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A NEW CASE RUBBER TIRE EXCAVATOR FOR THE DISTRIBUTION SERVICES DEPARTMENT FROM ASSOCIATED SUPPLY COMPANY, INC. (ASCO EQUIPMENT) THROUGH THE TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE (BUYBOARD).

CONSENT AGENDA.

RES 6438
DISTRIBUTION SVCS
EQUIPMENT

RESOLUTION NO. 6439 – AUTHORIZING THE PURCHASE OF A NEW CASE BOX 570N BLADE TRACTOR FOR THE DISTRIBUTION SERVICES DEPARTMENT FROM ASSOCIATED SUPPLY COMPANY, INC. (ASCO EQUIPMENT) THROUGH THE TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE (BUYBOARD)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A NEW CASE BOX 570N BLADE TRACTOR FOR THE DISTRIBUTION SERVICES DEPARTMENT FROM ASSOCIATED SUPPLY COMPANY, INC. (ASCO EQUIPMENT) THROUGH THE TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE (BUYBOARD).

CONSENT AGENDA.

RES 6439
DISTRIBUTION SVCS
EQUIPMENT

RESOLUTION NO. 6440 – AUTHORIZING THE PURCHASE OF A GENIE TELEHANDLER FOR THE TREATMENT SERVICES DEPARTMENT FROM ASSOCIATED SUPPLY COMPANY, INC. (ASCO EQUIPMENT) THROUGH THE TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE (BUYBOARD)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A GENIE TELEHANDLER FOR THE TREATMENT SERVICES DEPARTMENT FROM ASSOCIATED SUPPLY COMPANY, INC. (ASCO EQUIPMENT) THROUGH THE TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE (BUYBOARD).

RES 6440
TREATMENT SVCS
EQUIPMENT

Council Member Steele asked what a Telehandler was. Mr. Hefton said it is a telescoping type of apparatus that allows you to extend and lift things at a distance. It will be used at the Wastewater Treatment Plant to lift some machinery and move things around. Currently they are doing it manually or with other pieces of equipment that aren't as efficient.

CONSENT AGENDA.

CITIZENS REQUESTS

There were no citizen's requests.

CITIZENS REQUESTS

MEDIA QUESTIONS

There were no media questions.

MEDIA QUESTIONS

APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO
BOARDS AND COMMISSIONS

COUNCIL AUDIT COMMITTEE (3)

INVESTMENT COMMITTEE (2)

TAX REINVESTMENT COMMITTEE (2)

TAX INCREMENT FINANCING BOARD #1 (3)

TAX INCREMENT FINANCING BOARD #2 (3)

TAX INCREMENT FINANCING BOARD #3 (3)

TAX INCREMENT FINANCING BOARD #5 (3)

TAX INCREMENT FINANCING BOARD #6 (3)

TAX INCREMENT FINANCING BOARD #7 (3)

Council Members discussed a list of proposed appointments to the various boards and commissions.

APPOINTMENTS TO
VARIOUS COUNCIL
BOARDS

ACTION TAKEN.

Motion by Council Member Stevenson to appoint David Plyler, Daron Holland, and Shawn Teamann to the Council Audit Committee; Pam Howeth and Sandra Melton to the Investment Committee; Josh Stevenson and Willie Steele to the Tax Reinvestment Committee; Shawn Teamann, David Plyler, and Sandra Melton to the Tax Increment Financing Board #1; Pam Howeth, Daron Holland, and David Plyler to the Tax Increment Financing Board #2; Pam Howeth, David Plyler, and Josh Stevenson to the Tax Increment Financing Board #3; David Plyler, Shawn Teamann, and Josh Stevenson to the Tax Increment Financing Board #5; David Plyler, Pam Howeth, and Josh Stevenson to the Tax Increment Financing Board #6; and David Plyler, Pam Howeth, and Daron Holland to the Tax Increment Financing Board #7; for terms from November 20, 2018 to November 2019. Second by Council Member Melton.

VOTING AYE: Holland, Howeth, Melton, Steele, Stevenson, Teamann.

VOTING NAY: None.

MOTION CARRIED.

COUNCIL COMMENTS

WELCOME NEW COUNCIL MEMBER

Council Member Stevenson welcomed new Council Member Sandra Melton and congratulated her on her election.

WELCOME NEW
COUNCIL MEMBER

VETERAN'S DAY CELEBRATION

Council Member Stevenson thanked everyone involved with the Veteran's Day celebration, saying it meant a lot to him.

VETERAN'S DAY
CELEBRATION

WELCOME NEW COUNCIL MEMBER

Council Member Holland welcomed Council Member Melton to the Board, wished her good luck, and said he looked forward to working with her.

WELCOME NEW
COUNCIL MEMBER

COUNCIL MINUTES – NOVEMBER 19, 2018

WELCOME NEW COUNCIL MEMBER

Deputy Mayor Teamann welcomed Council Member Melton to the Council and said he looked forward to getting to know her better.

WELCOME NEW COUNCIL MEMBER

THANKS TO FORMER COUNCIL MEMBER

Deputy Mayor Teamann said former Council Member Sofey has been an instrumental part of the Council and the City for many years. He said he appreciated the work he has put in and will continue to do for the community.

THANKS TO FORMER COUNCIL MEMBER

WELCOME NEW COUNCIL MEMBER

Council Member Howeth congratulated all the winning Council candidates, saying she looked forward to working with them.

WELCOME NEW COUNCIL MEMBER

VETERAN'S DAY PARADE

Council Member Howeth complimented the people that organized the Veteran's Day Parade, saying it was a wonderful event. She was impressed with the number of people that turned out to participate in the parade and also to watch the parade.

VETERAN'S DAY PARADE

WELCOME NEW COUNCIL MEMBER

Council Member Steele welcomed Council Member Melton to the City Council, saying he looked forward to working with her.

WELCOME NEW COUNCIL MEMBER

THANKS TO FORMER COUNCIL MEMBER

Council Member Steele said when he moved to Sherman in the sixth grade, former Council Member Sofey was the first person he met at Piner Middle School, and said "the rest is history." He said Mr. Sofey "has Sherman in his heart" and will be greatly missed.

THANKS TO FORMER COUNCIL MEMBER

SHERMAN BEARCAT FOOTBALL SEASON

Council Member Steele said the Sherman Bearcats "fell short" but it was a great season. They were expected to finish last, but instead made the playoffs. His son is a senior this year. He congratulated the Bearcats on their season.

SHERMAN BEARCAT FOOTBALL SEASON

NEW COUNCIL MEMBER COMMENTS

Council Member Melton thanked Council Members for the wonderful welcome and thanked the citizens of Sherman for voting for her. She said she looked forward to working with the other Council Members.

NEW COUNCIL MEMBER COMMENTS

VETERAN'S DAY PARADE

Council Member Melton said she was impressed with the turn out for the Veteran's Day Parade and was happy it had returned to the community.

VETERAN'S DAY PARADE

BOY SCOUTS LEADING PLEDGE OF ALLEGIANCE

Council Member Holland thanked the Boy Scouts from Troop 15 for attending the meeting and leading the Pledge of Allegiance.

BOY SCOUTS LEADING PLEDGE OF ALLEGIANCE

COUNCIL MINUTES – NOVEMBER 19, 2018

ANNOUNCEMENTS

Mayor Plyler announced the following:

- The Solid Waste Department will be closed on Thanksgiving Day. Citizens with trash pickup scheduled on Thursday will have their trash picked up on Wednesday. There will be no change to Friday's schedule.
- The Annual Christmas Parade and Snowflake Festival will be held on December 1, 2018. The Tree Lighting will be at 5:30 p.m. and the Parade will begin at 6:00 p.m.
- The City of Sherman will host Christmas Thunder, on December 9, 2018, in conjunction with Southeastern Oklahoma State University and Old Iron Post. The free concert will be held on the Grayson County Court House steps at 7:00 p.m.

WELCOME NEW COUNCIL MEMBER

Mayor Plyler welcomed Council Member Melton to the Council, saying he looked forward to serving with her.

ADJOURNMENT

On Motion duly made and carried, the meeting adjourned at 5:21 p.m.

ANNOUNCEMENTS

**WELCOME NEW
COUNCIL MEMBER**

ADJOURNMENT

MAYOR

CITY CLERK

CITY OF SHERMAN, TEXAS

Regular Municipal Election November 6, 2018 Registered Voters 22,925 City Ballots Cast 11,433 Percentage Voted 50 %

PRECINCTS	101*	102	103 *	104 *	106 *	108 *	301	302	303 *	304	305 *	405	408 *	409	TOTAL
Early Ballots Cast	1,156	740	0	0	0	0	609	2,132	231	1,260	0	160	32	1,961	8,281
Reg. Ballots Cast	544	397	0	0	0	0	264	740	106	377	0	91	23	610	3,152
Total Ballots Cast	1,700	1,137	0	0	0	0	873	2,872	337	1,637	0	251	55	2,571	11,433
Registered Voters	4,027	2,709	0	0	0	0	1,925	5,802	515	3,039	0	552	59	4,297	22,925
% of registered voters casting ballots by precinct															

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

Voter Statistics

RACES	EARLY VOTE TOTALS	ELECTION DAY TOTALS	GRAND TOTAL
Mayor			
David Plyler	5,500	2,186	7,686
Council Member, At–Large, Place 1			
Sholdon Daniels	2,497	1,081	3,578
Willie Steele	3,540	1,211	4,751
Council Member, At–Large, Place 2			
Sandra Melton	3,266	1,329	4,595
Joe Gilbert	2,884	1,024	3,908

Prepared by Linda Ashby, City Clerk, Sherman, Texas

CITY OF SHERMAN, TEXAS

Regular Municipal Election November 6, 2018 Registered Voters 22,925 City Ballots Cast 11,433 Percentage Voted 50 %

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% of registered voters casting ballots by precinct															

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

Voter Statistics by Precincts

PRECINCTS	101 *	102	103 *	104 *	106 *	108 *	301	302	303 *	304	305 *	405	408 *	409	EARLY VOTE TOTALS	ELECTION DAY TOTALS	GRAND TOTAL
Mayor																	
David Plyler	1,124	654	0	0	0	0	542	1,965	260	1,116	0	162	33	1,830	5,500	2,186	7,686
Council Member, At-Large, Place 1																	
Sholdon Daniels	603	397	0	0	0	0	266	940	103	439	0	81	16	733	2,497	1,081	3,578
Willie Steele	661	341	0	0	0	0	315	1,153	169	798	0	85	18	1,211	3,540	1,211	4,751
Council Member, At-Large, Place 2																	
Sandra Melton	761	484	0	0	0	0	339	1,157	116	627	0	101	25	985	3,266	1,329	4,595
Joe Gilbert	497	252	0	0	0	0	268	970	162	647	0	65	13	1,034	2,884	1,024	3,908

Prepared by Linda Ashby, City Clerk, Sherman, Texas

SUMMARY REPT-GROUP DETAIL

Grayson County, Texas
Joint General and Special Elec
November 6, 2018

OFFICIAL RESULTS

Run Date:11/16/18 09:14 AM

Report EL45A Page 001

	TOTAL VOTES	%	EV MAIL	EV IN PERSON	ELECTION DAY	PROVISIONAL
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Mayor, Sherman

Vote for 1

(WITH 9 OF 9 PRECINCTS COUNTED)

David Plyler	7,686	100.00	450	5,050	2,175	11
Total	7,686		450	5,050	2,175	11

City Council Member At-Large, P1 1, Sherman

Vote for 1

(WITH 9 OF 9 PRECINCTS COUNTED)

Sholdon Daniels	3,578	42.96	199	2,298	1,077	4
Willie Steele	4,751	57.04	336	3,204	1,204	7
Total	8,329		535	5,502	2,281	11

City Council Member At-Large, P1 2, Sherman

Vote for 1

(WITH 9 OF 9 PRECINCTS COUNTED)

Sandra Melton	4,595	54.04	297	2,969	1,325	4
Joe Gilbert.	3,908	45.96	240	2,644	1,017	7
Total	8,503		537	5,613	2,342	11

PREC REPORT-GROUP DETAIL

Grayson County, Texas
Joint General and Special Elec
November 6, 2018

OFFICIAL RESULTS

Run Date:11/16/18 08:57 AM

Report EL30A Page 0001-01

0001 PRECINCT 101

	TOTAL VOTES	%	EV MAIL	EV IN PERSON	ELECTION DAY	PROVISIONAL
BALLOTS CAST - TOTAL.	1,732		140	1,036	553	3
Mayor, Sherman						
Vote for 1						
David Plyler	1,124	100.00	76	676	371	1
Total	1,124		76	676	371	1
City Council Member At-Large, PI 1, Sherman						
Vote for 1						
Sholdon Daniels	603	47.71	41	374	188	0
Willie Steele	661	52.29	51	391	218	1
Total	1,264		92	765	406	1
City Council Member At-Large, PI 2, Sherman						
Vote for 1						
Sandra Melton	761	60.49	59	449	252	1
Joe Gilbert.	497	39.51	34	301	161	1
Total	1,258		93	750	413	2

PREC REPORT-GROUP DETAIL

Grayson County, Texas
Joint General and Special Elec
November 6, 2018

OFFICIAL RESULTS

Run Date:11/16/18 08:57 AM

Report EL30A Page 0002-01

0002 PRECINCT 102

	TOTAL VOTES	%	EV MAIL	EV IN PERSON	ELECTION DAY	PROVISIONAL
BALLOTS CAST - TOTAL.	1,137		83	657	395	2
Mayor, Sherman						
Vote for 1						
David Plyler	654	100.00	29	377	246	2
Total	654		29	377	246	2
City Council Member At-Large, P1 1, Sherman						
Vote for 1						
Sholdon Daniels	397	53.79	21	229	146	1
Willie Steele	341	46.21	17	201	122	1
Total	738		38	430	268	2
City Council Member At-Large, P1 2, Sherman						
Vote for 1						
Sandra Melton	484	65.76	25	293	164	2
Joe Gilbert.	252	34.24	10	139	103	0
Total	736		35	432	267	2

PREC REPORT-GROUP DETAIL

Grayson County, Texas
Joint General and Special Elec
November 6, 2018

OFFICIAL RESULTS

Run Date:11/16/18 08:57 AM

Report EL30A Page 0019-01

0019 PRECINCT 301

	TOTAL VOTES	%	EV MAIL	EV IN PERSON	ELECTION DAY	PROVISIONAL
BALLOTS CAST - TOTAL.	873		107	502	264	0
Mayor, Sherman						
Vote for 1						
David Plyler	542	100.00	43	328	171	0
Total	542		43	328	171	0
City Council Member At-Large, PI 1, Sherman						
Vote for 1						
Sholdon Daniels	266	45.78	18	157	91	0
Willie Steele	315	54.22	35	191	89	0
Total	581		53	348	180	0
City Council Member At-Large, PI 2, Sherman						
Vote for 1						
Sandra Melton	339	55.85	27	209	103	0
Joe Gilbert.	268	44.15	26	157	85	0
Total	607		53	366	188	0

PREC REPORT-GROUP DETAIL

Grayson County, Texas
Joint General and Special Elec
November 6, 2018

OFFICIAL RESULTS

Run Date:11/16/18 08:57 AM

Report EL30A Page 0020-01

0020 PRECINCT 302

	TOTAL VOTES	%	EV MAIL	EV IN PERSON	ELECTION DAY	PROVISIONAL
BALLOTS CAST - TOTAL.	2,872		207	1,925	734	6
Mayor, Sherman						
Vote for 1						
David Plyler	1,965	100.00	106	1,319	535	5
Total	1,965		106	1,319	535	5
City Council Member At-Large, PI 1, Sherman						
Vote for 1						
Sholdon Daniels	940	44.91	60	614	264	2
Willie Steele	1,153	55.09	61	800	289	3
Total	2,093		121	1,414	553	5
City Council Member At-Large, PI 2, Sherman						
Vote for 1						
Sandra Melton	1,157	54.40	73	767	316	1
Joe Gilbert.	970	45.60	48	673	246	3
Total	2,127		121	1,440	562	4

PREC REPORT-GROUP DETAIL

Grayson County, Texas
Joint General and Special Elec
November 6, 2018

OFFICIAL RESULTS

Run Date:11/16/18 08:57 AM

Report EL30A Page 0021-01

0021 PRECINCT 303

	TOTAL VOTES	%	EV MAIL	EV IN PERSON	ELECTION DAY	PROVISIONAL
BALLOTS CAST - TOTAL.	550		34	356	160	0
Mayor, Sherman						
Vote for 1						
David Plyler	260	100.00	8	168	84	0
Total	260		8	168	84	0
City Council Member At-Large, Pl 1, Sherman						
Vote for 1						
Sholdon Daniels	103	37.87	3	68	32	0
Willie Steele	169	62.13	8	112	49	0
Total	272		11	180	81	0
City Council Member At-Large, Pl 2, Sherman						
Vote for 1						
Sandra Melton	116	41.73	3	78	35	0
Joe Gilbert.	162	58.27	8	106	48	0
Total	278		11	184	83	0

PREC REPORT-GROUP DETAIL

Grayson County, Texas
Joint General and Special Elec
November 6, 2018

OFFICIAL RESULTS

Run Date:11/16/18 08:57 AM

Report EL30A Page 0022-01

0022 PRECINCT 304

	TOTAL VOTES	%	EV MAIL	EV IN PERSON	ELECTION DAY	PROVISIONAL
BALLOTS CAST - TOTAL.	1,637		147	1,113	376	1
Mayor, Sherman						
Vote for 1						
David Plyler	1,116	100.00	79	778	259	0
Total	1,116		79	778	259	0
City Council Member At-Large, PI 1, Sherman						
Vote for 1						
Sholdon Daniels	439	35.49	25	296	118	0
Willie Steele	798	64.51	67	574	156	1
Total	1,237		92	870	274	1
City Council Member At-Large, PI 2, Sherman						
Vote for 1						
Sandra Melton	627	49.22	44	430	153	0
Joe Gilbert.	647	50.78	48	463	135	1
Total	1,274		92	893	288	1

PREC REPORT-GROUP DETAIL

Grayson County, Texas
Joint General and Special Elec
November 6, 2018

OFFICIAL RESULTS

Run Date:11/16/18 08:57 AM

Report EL30A Page 0032-01

0032 PRECINCT 405

	TOTAL VOTES	%	EV MAIL	EV IN PERSON	ELECTION DAY	PROVISIONAL
BALLOTS CAST - TOTAL.	251		11	149	91	0
Mayor, Sherman						
Vote for 1						
David Plyler	162	100.00	4	105	53	0
Total	162		4	105	53	0
City Council Member At-Large, PI 1, Sherman						
Vote for 1						
Sholdon Daniels	81	48.80	1	48	32	0
Willie Steele	85	51.20	3	60	22	0
Total	166		4	108	54	0
City Council Member At-Large, PI 2, Sherman						
Vote for 1						
Sandra Melton	101	60.84	3	60	38	0
Joe Gilbert.	65	39.16	1	46	18	0
Total	166		4	106	56	0

PREC REPORT-GROUP DETAIL

Grayson County, Texas
Joint General and Special Elec
November 6, 2018

OFFICIAL RESULTS

Run Date:11/16/18 08:57 AM

Report EL30A Page 0035-01

0035 PRECINCT 408

	TOTAL VOTES	%	EV MAIL	EV IN PERSON	ELECTION DAY	PROVISIONAL
BALLOTS CAST - TOTAL.	846		50	553	242	1
Mayor, Sherman						
Vote for 1						
David Plyler	33	100.00	4	15	14	0
Total	33		4	15	14	0
City Council Member At-Large, P1 1, Sherman						
Vote for 1						
Sholdon Daniels	16	47.06	0	8	8	0
Willie Steele	18	52.94	4	9	5	0
Total	34		4	17	13	0
City Council Member At-Large, P1 2, Sherman						
Vote for 1						
Sandra Melton	25	65.79	3	14	8	0
Joe Gilbert.	13	34.21	1	7	5	0
Total	38		4	21	13	0

PREC REPORT-GROUP DETAIL

Grayson County, Texas
Joint General and Special Elec
November 6, 2018

OFFICIAL RESULTS

Run Date:11/16/18 08:57 AM

Report EL30A Page 0036-01

0036 PRECINCT 409

	TOTAL VOTES	%	EV MAIL	EV IN PERSON	ELECTION DAY	PROVISIONAL
BALLOTS CAST - TOTAL.	2,571		212	1,749	604	6
Mayor, Sherman						
Vote for 1						
David Plyler	1,830	100.00	101	1,284	442	3
Total	1,830		101	1,284	442	3
City Council Member At-Large, P1 1, Sherman						
Vote for 1						
Sholdon Daniels	733	37.71	30	504	198	1
Willie Steele	1,211	62.29	90	866	254	1
Total	1,944		120	1,370	452	2
City Council Member At-Large, P1 2, Sherman						
Vote for 1						
Sandra Melton	985	48.79	60	669	256	0
Joe Gilbert.	1,034	51.21	64	752	216	2
Total	2,019		124	1,421	472	2



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

B.1.

Meeting Date: 12/03/2018

Prepared By: Theresa Hutchinson, Parks & Recreation Manager

Approved By: Robby Hefton, City Manager

Caption:

SPECIAL PRESENTATION

Parks and Recreation Manager Theresa Hutchinson's Presentation on the City of Sherman's New Dog Park

Issue:

Parks and Recreation Manager Theresa Hutchinson will make a presentation on Sherman's New Dog Park.

Background:

At the May 15, 2017 meeting, the City Council approved and adopted the 2017 Parks Master Plan. The highest priority initiatives arising from the Plan update were identified and included in the approved fiscal year (FY) 2017-2018 Capital Improvement Program. The Sherman Dog Park, located behind Veteran's Field in the northwest corner of Fairview Park, was one of the top three initiatives.

Origination:

City Manager Robby Hefton

Financial Consideration:

There is no financial impact to be considered.

Staff Recommendation:

The Council need take no action on this agenda item - it is for information purposes only.



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

C.1.

Meeting Date: 12/03/2018

Prepared By: Pamela Cloer, Assistant to the City Manager

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:

E. 1. * REQUEST TO ADVERTISE

Purchase of a New Service Truck Chassis and Crane Body for Use within the Equipment Services Department



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

D.1.

Meeting Date: 12/03/2018

Prepared By: Danny Jones, Fire Chief

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6441

Authorizing the Execution of an Agreement for Consulting Services with EIKON Consulting Group, LLC for Design of the City of Sherman EMS and Fire Equipment Storage Building

Issue:

A contract for professional consulting services with EIKON Consulting Group, LLC (EIKON) to design the new Sherman EMS and Fire Equipment Storage Building at the site of the new Sherman Fire Station #4

Background:

This project includes a 4,000 square foot (80' x 50') metal building to house offices, along with EMS and Fire equipment once stored in the basement at the previous location of Fire Station #4. The building is to be located on the same site as the newly constructed Fire Station #4 at 3117 Northgate Drive. The project is to include: four (4) offices, an IT room, office storage, an entry/break area, EMS and Fire equipment storage, and a Fire Riser room. The EMS/Fire equipment area will have a 14' x 14' insulated overhead door. The entire building will be fully conditioned with split unit HVAC systems. The exterior color and materials will match the adjacent Fire Station. Five (5) additional parking spaces will be added to the east of the proposed building along with an access drive to the storage area. Currently, the EMS/Fire equipment is being stored in three (3) Conex storage containers at Fire Station #5 and a rented storage unit. It is our desire to contract with EIKON for professional consulting services to design the new EMS and Fire Equipment Storage Building.

Origination:

Sherman Fire-Rescue Services

Financial Consideration:

The fee for professional consulting services will be \$69,750.00, with funding available in the Capital Improvement Program Fund.

Staff Recommendation:

It is recommended that the contract for professional consulting services with EIKON Consulting Group, LLC to design the new City of Sherman EMS and Fire Equipment Storage Building be approved.

Alternatives:

Those as may be directed by the City Council

Attachments

Resolution No. 6441

Agreement for Consulting Services

Aerial Location Map

RESOLUTION NO. 6441

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR CONSULTING SERVICES WITH EIKON CONSULTING GROUP, LLC FOR DESIGN OF THE CITY OF SHERMAN EMS AND FIRE EQUIPMENT STORAGE BUILDING; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute an Agreement for Consulting Services with EIKON Consulting Group, LLC for design of the City of Sherman EMS and Fire Equipment Storage Building, 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.

PASSED AND APPROVED on this the ____ day of _____, 2018.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

BY: _____
**BRANDON S. SHELBY,
CITY ATTORNEY**



DESIGNING CONFIDENCE

AGREEMENT FOR CONSULTING SERVICES

Date November 05, 2018

Client Steve Ayers
Assistant City Manager
City of Sherman
220 W. Mulberry Street
903-892-7201
Sherman, Texas 75090

Project Name and Location City of Sherman EMS Storage Building
Sherman, Texas

As requested, EIKON Consulting Group, LLC (EIKON) is pleased to submit this proposal for professional consulting services related to the above referenced project. Our proposed Scope of Services, Assumptions, Deliverables, Schedule, and Fee are outlined below.

Detailed Project Description

We understand that the project includes a 4,000 square foot (80' x 50') metal building to house offices and EMS supplies. The building is to be located on the same site as the newly constructed Sherman Fire-Rescue No 4 located at 3117 Northgate Drive. The program is to include: (4) offices, IT Room, Storage, Entry / Break Area, EMS Storage, and Fire Riser Room. The EMS storage will have a 14' x 14' insulated overhead door. The entire building will be fully conditioned with split unit HVAC systems. The plumbing will tie into the existing aerobic system located on site. The exterior color and materials are to match the adjacent Sherman Fire-Rescue No 4. Five additional parking spaces will be added to the east of the proposed building along with an access drive to the EMS storage area. Attached is the schematic floor plan for reference.

We understand the budget for the project is \$900,000.00 including A/E and all other associated fees. Funding for the project will be available in June 2019. The Construction Drawings need to be completed and submitted for permitting to allow for an immediate CMAR construction start date in June.

Scope of Services (Exhibit A)

Descriptions of Specific Services

Architectural

- Code Review
- Egress Plan
- Floor Plans
- Elevations
- Reflected Ceiling Plans

- Wall Sections
- Interiors
- Renderings
- Development of Construction Documents
- Development of Project Manual
- Energy Code – Envelope COMCheck
- Opinion of Probable Cost
- Accessibility Plan Review
- EIKON has included hours to attend up to two (2) project design meetings with the Client.

Geotechnical Moisture Verification

- Moisture Verification of active zone of expansive soils for review of current moisture conditions and associated potential vertical movement estimates EIKON will engage a third party subcontractor to complete borings as follows with truck mounted drilling equipment:
- 2 borings to a depth of 10' beneath the proposed building site
- EIKON will complete a maximum of one site visit in order to determine location of borings
- EIKON will complete testing on the soil samples with type and amount of testing to be determined by the Engineer:
 - Moisture Content, , Swell Tests, , and Pocket Penetrometer Readings
- Written Geotechnical Summary Letter to include:
 - Summary of existing soil moisture conditions and potential vertical movement estimates for in-situ soil conditions beneath the proposed building site. Recommendations for soil modification to reduce the estimated PVM to approximately 1 to 1 ½ inches for soil supported structures will be provided.

Civil

- EIKON will prepare construction plans that will include the building and site improvements suitable for construction and bidding. We assume water and is available adjacent to the site to serve this project. EIKON will prepare the following design plans:
 - Existing Conditions and Demolition Plan
 - Site and Dimensional Control Plan (Site Plan with Dimensional Control)
 - Staging Plan
 - Existing and Proposed Drainage Area Maps (with calculations)
 - Utility Plan
 - Storm Drain Plan
 - Storm Drain Profile
 - Site Grading, Paving and Striping Plan
 - Recommended Erosion and Sediment Control Plan
 - Site Construction Details
 - Utility Details
 - Erosion Control Details
- Permitting and approvals are anticipated to be limited to the City of Sherman. EIKON will respond to two (2) sets of City comments on design plans and resubmit to the City for approval.

- Construction Materials Testing
- Special inspections (if required) shall be performed by a third party company.
- The Client will reimburse all required fees to any regulatory agencies for submission and or review.
- American Disabilities Act (ADA) or Texas Accessibility Standards (TAS) review will be required and will be a reimbursable expense
- EIKON's fee assumes that the project will progress in a continuous and orderly fashion and we will expedite the project as much as practical. Significant project delays through no fault of EIKON may be the basis for negotiation of additional fee for professional services.
- In the event that additional work is required in connection with this project, we propose to complete the work on an hourly basis at our current rates then in effect. Prior to the start of any new work, we will identify a Scope of Work with associated tasks, submit a budgetary cost estimate, and a proposed work schedule for your approval.
- Changes in design by the Client and/or the Owner/Architect after the conceptual design is completed and/or after any City submittals and/or approvals will be an extra service requiring a separate proposal/Additional Services Request.
- Construction as-built drawings are not included.

Civil Assumptions

- Onsite drainage will be designed to sheet flow to drain into the existing drainage system.
- The existing onsite utilities have adequate capacity to serve the proposed facility. Sanitary sewer service and water supply will be provided by connection to the existing onsite utilities without any improvements or modification.
- Earthwork calculations will not be required.
- Preparation and submittal of reports, calculations and drawings to FEMA for a proposed revision to the Flood Insurance Rate Map are not included. Should these be required, EIKON will submit a proposal or Additional Services Request at the appropriate time for this work.
- We assume existing utility connections will be used. No extension of City mains is included in this scope. Should extension of existing City mains be desired, EIKON will submit a proposal or Additional Services Request for this design.
- No Traffic Impact Study is required.
- No Drainage Study is included in this proposal. Should such a study be required by the City of Sherman for this development, we will submit a proposal or Extra Work Authorization for this work.
- No Storm Water detention is required for this site.
- No Platting or Rezoning is required for the site.
- The Storm Water Pollution Prevention Plan (SWPPP) and Notice of Intent/Termination (NOI/NOT) are assumed to be the responsibility of the Contractor. EIKON will provide a Recommended Erosion Control Plan and details only, which may be used by the Contractor for inclusion in his submittal.

Structural Assumptions

- Pre-engineered Metal Buildings will be designed by licensed engineer and reactions provided to EIKON for verification of foundation design.

Mechanical, Electrical, Plumbing Assumptions

- Design of fire protection system to be performed by a third party.
- Design of fire alarm system to be performed by a third party.
- Design of data, security, and communication systems to be performed by a third party.

Deliverables

- EIKON will deliver 4 sets of 24"x36" size drawings to the client at 50% and 100%
- EIKON will submit PDF format electronic drawings

Schedule (Exhibit B)

Upon Notice to Proceed a project schedule will be developed based upon a June 2019 construction start date.

Fee (Exhibit C)

- Fee to be based on a percentage of the total construction cost of the building (to be adjusted at the last billing when the actual costs are determined): $7.0\% (0.07) \times \$825,000$ (estimated building construction cost) = **\$57,750.00**
- Additional Services not included in the percentage fee:

<u>Geotechnical:</u>	\$1,500.00
<u>Landscape Design:</u>	\$2,000.00
<u>Survey:</u>	\$1,000.00
<u>TOTAL:</u>	\$4,500.00
- Reimbursable expenses, including but not limited to, postage/shipping, printing/reproduction, mileage, and all travel expenses, shall be invoiced at cost +10% not to exceed \$7,500.

Invoices are processed monthly and are based on a percentage of completion.

Fee to be paid within 30 days after the delivery of an invoice from EIKON.
Unpaid invoices shall serve interest at 1.0% per month.

Notice to Proceed

EIKON must receive (by fax, email, or regular mail) this signed services agreement. **This proposal will remain in effect for 30 days.**

If this proposal meets with your approval, please sign the attached agreement authorizing our office to begin work. Note that references in the agreement to Exhibits A, B and C are those identified above.

Thank you for considering EIKON for your consulting services. We look forward to working with you and your staff on this project. Should you have any questions regarding this proposal, please do not hesitate to contact us.

**EIKON
SHORT FORM AGREEMENT**

THIS AGREEMENT is made this 16th day of October, 2018 by and between EIKON Consulting Group, LLC (hereinafter "EIKON") and City of Sherman (hereinafter "Client"). Client and EIKON, for the consideration hereinafter set forth, hereby agree as follows:

1. Services of EIKON - EIKON agrees to provide the professional services described in Exhibit A attached hereto (hereinafter the "Services").
2. Schedule of Services - EIKON shall use professionally reasonable efforts to complete the Services in a timely fashion to meet Client's requirements. If the parties have agreed to a specific project schedule and specific milestone dates, such information will be set forth in Exhibit B attached hereto.
3. Responsibilities of Client - Client shall furnish or make available to EIKON any and all of its records, maps, or other data which are pertinent to EIKON's work. Client shall authorize and assist EIKON in obtaining any such pertinent information from other public and private sources. EIKON may use such information, requirements, reports, data, surveys and instructions in performing the Services and is entitled to rely upon the accuracy and completeness thereof. EIKON shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Client or any member of Client Group. As used herein the term "Client Group" means individually or in any combination Client, its affiliates, any subcontractors of Client, and their respective officers, directors, employees, partners, members, managers, representatives, agents, licensees, invitees and assignees.
4. Compensation - As compensation for the performance of the Services, Client shall pay EIKON its fees and expenses in accordance with Exhibit C attached hereto. Payments from Client to EIKON are due at the address appearing on the applicable invoice within 30 days following the invoice date. Invoices not paid by Client within 30 days of the invoice date will accrue interest from the 31st day at the rate of 1% per month (12% per annum) until paid. Client agrees that all amounts owed to EIKON by Client shall be paid by Client to EIKON on the date due (as specified herein), regardless of whether Client shall have any received payment, remuneration or other compensation from any third party.
5. Termination - This Agreement may be terminated by either party upon not less than seven (7) days written notice delivered to the other party at the notice address set forth on the signature page hereto. Either party may change its address for notices hereunder upon seven (7) days written notice to the other party. EIKON shall be compensated for all Services performed until EIKON's receipt of a written notice from the Client, plus any fees and/or costs reasonably necessary to properly terminate the Services and any projects associated therewith.
6. Relationship of Parties - EIKON is and shall at all times during the term of this Agreement be an independent contractor of Client. This Agreement and the relationship of the parties shall not be deemed to create or be one of employment, agency, partnership, joint venture or any other association and, except as otherwise set forth in a separate written agreement between the parties, neither party shall have any right, power or authority to create any obligations, express or implied, on behalf of the other.
7. Assignment - This Agreement is binding on the heirs, successors, and permitted assigns of the parties hereto. This Agreement may not be assigned by Client or EIKON without the prior written consent of the other. Any assignment without the prior written consent of the other party shall be null and void.

8. Standard of Care; Disclaimer of Warranties - The standard of care for all Services performed or furnished by EIKON under this Agreement will be the care and skill ordinarily used by the members of EIKON's profession practicing under similar conditions at the same time and in the same locality. EIKON MAKES NO WARRANTIES, EXPRESS OR IMPLIED, UNDER THIS AGREEMENT OR OTHERWISE, IN CONNECTION WITH EIKON'S SERVICES. EIKON HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, OF ANY NATURE WHATSOEVER, WHETHER EXPRESS, IMPLIED OR OTHERWISE ARISING BY OPERATION OF LAW, TRADE, USAGE OR COURSE OF DEALING, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND AS TO QUALITY OR FITNESS FOR A PARTICULAR PURPOSE, WHETHER PROVIDED FOR UNDER THE LAWS OF THE STATE OF TEXAS OR ANY OTHER JURISDICTION, AND CLIENT HEREBY AGREES AND ACKNOWLEDGES THE FOREGOING EXPRESS DISCLAIMER AND FURTHER UNDERSTANDS THAT CLIENT SHALL HAVE NO FURTHER RECOURSE AGAINST EIKON OR ANY MEMBER OF THE EIKON GROUP (AS HEREINAFTER DEFINED) HEREIN.

9. Insurance - EIKON shall procure and maintain worker's compensation and employer's liability insurance in accordance with requirements of the state in which the Services are being performed, comprehensive liability insurance (including contractual and contractor's protective liability coverage) with combined single limits of \$1,000,000 per occurrence for bodily injury and property damage; automobile liability coverage including owned and hired vehicles with a combined single limit of \$1,000,000 per occurrence for bodily injury and property damage and professional liability insurance in the amount of \$2,000,000 per claim/annual aggregate.

10. INDEMNIFICATION -

(A) CLIENT WILL INDEMNIFY, DEFEND AND HOLD EIKON AND EACH MEMBER OF EIKON GROUP HARMLESS ON A COMPARATIVE BASES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LEGALLY RECOVERABLE DAMAGES, LEGALLY RECOVERABLE COSTS AND EXPENSES, ACTIONS, PROCEEDINGS, LIABILITIES OR LOSSES, OF WHATSOEVER NATURE (INCLUDING REASONABLE ATTORNEY'S FEES), FOR ANY INJURY TO OR DEATH OF PERSONS, OR FOR DAMAGE OR LOSS TO PROPERTY OF EIKON, CLIENT OR A THIRD PARTY ARISING OUT OF ANY NEGLIGENCE OR WILLFUL MISCONDUCT OF CLIENT OR ANY MEMBER OF CLIENT GROUP. CLIENT WILL, ON EIKON'S REQUEST, DEFEND ANY ACTION, CLAIM OR SUIT ASSERTING A CLAIM COVERED BY THIS SECTION 10(A). AS USED HEREIN "EIKON GROUP" MEANS INDIVIDUALLY OR IN ANY COMBINATION EIKON, ITS AFFILIATES, ANY SUBCONTRACTORS OF EIKON, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, PARTNERS, MEMBERS, MANAGERS, REPRESENTATIVES, AGENTS, LICENSEES, INVITEES AND ASSIGNEES.

(B) EIKON WILL INDEMNIFY, AND HOLD CLIENT AND EACH MEMBER OF CLIENT GROUP HARMLESS ON A COMPARATIVE BASES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LEGALLY RECOVERABLE DAMAGES, LEGALLY RECOVERABLE COSTS AND EXPENSES, ACTIONS, PROCEEDINGS, LIABILITIES OR LOSSES, OF WHATSOEVER NATURE (INCLUDING REASONABLE ATTORNEY'S FEES), FOR ANY INJURY TO OR DEATH OF PERSONS, OR FOR DAMAGE OR LOSS TO PROPERTY OF CLIENT, EIKON OR A THIRD PARTY ARISING OUT OF ANY NEGLIGENCE OR WILLFUL MISCONDUCT OF EIKON OR ANY MEMBER OF EIKON GROUP. EIKON WILL, ON CLIENT'S REQUEST, DEFEND ANY ACTION, CLAIM OR SUIT ASSERTING A CLAIM COVERED BY THIS SECTION 10(B).

11. LIMITATION ON LIABILITY - IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE SERVICES TO BOTH THE CLIENT AND EIKON, THE RISKS HAVE BEEN ALLOCATED SUCH THAT THE CLIENT AGREES THAT THE TOTAL AGGREGATE LIABILITY OF EIKON GROUP TO CLIENT AND ANY MEMBER OF CLIENT GROUP FOR ANY AND ALL INJURIES, CLAIMS, LOSSES, EXPENSES OR DAMAGES WHATSOEVER ARISING OUT OF, OR IN ANY WAY RELATED TO, THE SERVICES OR 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 THE GREATER OF (I) THE TOTAL COMPENSATION RECEIVED BY EIKON UNDER THIS AGREEMENT OR (II) AN AMOUNT EQUAL TWO TIMES (2X) THE TOTAL AGGREGATE FEES SET FORTH ON EXHIBIT C ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE. IF FOR ANY REASON THIS CLAUSE IS DEEMED UNENFORCEABLE THEN LIABILITY SHALL NOT EXCEED THE AVAILABLE LIMITS OF INSURANCE PURSUANT TO PARAGRAPH (9).

12. No Personal Liability - Notwithstanding any other provision of this Agreement to the contrary, no member of the EIKON Group shall be personally liable to Client or any member of Client Group, regardless of the cause of action asserted, including, without limitation, breach of contract, warranty, guarantee, products liability, negligence, tort, strict liability, or any other cause pertaining to the Services or EIKON's performance or non-performance of the Agreement. Client for itself and on behalf of each member of Client Group, agrees that subject to the terms, conditions and limitations of this Agreement, it and each member of Client Group will look solely to EIKON for its remedy, subject to paragraph (11), for any claim arising out of or related to the Services or this Agreement

13. Corporate Protection - It is intended by the parties to this Agreement that EIKON's Services shall not subject EIKON's individual employees, officers, members, managers, agents or directors to any personal legal exposure for the risks associated with the Services or the project to which the Services are related. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees for and on behalf of itself and each member of Client Group that the sole and exclusive remedy of Client or any member of Client Group for any claim, demand or suit arising out of this Agreement or the Services shall be directed and/or asserted only against EIKON, and not against any of EIKON's individual employees, officers, members, managers, agents or directors.

14. NO CONSEQUENTIAL DAMAGES - IN NO EVENT SHALL EIKON BE LIABLE TO CLIENT OR ANY MEMBER OF CLIENT GROUP, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCTS LIABILITY, WARRANTY, GUARANTY OR OTHERWISE, FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE OR OTHER SIMILAR DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, 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 OR ANY MEMBER OF CLIENT GROUP) OF ANY NATURE ARISING AT ANY TIME OR FROM ANY CAUSE WHATSOEVER OR FOR ANY PUNITIVE OR EXEMPLARY DAMAGES OF CLIENT OR ANY MEMBER OF CLIENT GROUP.

15. Hazardous Materials: Suspension of Services - BOTH PARTIES ACKNOWLEDGE THAT EIKON'S SCOPE OF SERVICES DOES NOT INCLUDE ANY SERVICES RELATED TO THE PRESENCE OF ANY HAZARDOUS MATERIALS (AS DEFINED BELOW). IN THE EVENT EIKON OR ANY MEMBER OF EIKON GROUP INVOLVED IN PROVIDING OR PERFORMING THE SERVICES ENCOUNTERS ANY HAZARDOUS MATERIALS, OR SHOULD IT BECOME KNOWN TO EIKON OR ANY MEMBER OF EIKON GROUP THAT HAZARDOUS MATERIALS MAY BE PRESENT ON OR ABOUT THE JOBSITE OR ANY ADJACENT AREAS THAT MAY AFFECT THE PERFORMANCE OF EIKON'S SERVICES, EIKON MAY, AT ITS SOLE OPTION AND WITHOUT LIABILITY FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR ANY OTHER DAMAGES, SUSPEND PERFORMANCE OF ITS SERVICES UNDER THIS AGREEMENT UNTIL THE CLIENT RETAINS APPROPRIATE QUALIFIED CONSULTANTS AND/OR CONTRACTORS TO IDENTIFY AND ABATE OR REMOVE THE HAZARDOUS MATERIALS AND WARRANTS THAT THE JOBSITE IS IN FULL COMPLIANCE WITH ALL APPLICABLE LAWS AND REGULATIONS. The term "Hazardous Materials" means, without limitation, those substances or materials defined as "hazardous substances", "hazardous waste", "toxic substances", or "pollutant or contaminant" in any of the Environmental Laws (as defined below), as well as such other substances as are subsequently determined legislatively, judicially, or

administratively, to be harmful or deleterious to the physical environment or the public health. The term "Environmental Laws" means all applicable local, state, and federal laws, including common law, that relate to (a) the prevention, abatement, or elimination of pollution, or the protection of the environment or natural resources; (b) the generation, handling, treatment, storage, disposal, release, or transportation of Hazardous Materials (as defined below), waste materials or hazardous or toxic substances; or (c) the regulation of, or exposure to, hazardous, toxic, or other substances alleged to be harmful, including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U. S. C. § 9601, *et seq.*; the Resource Conservation and Recovery Act, 42 U.S.C. §6901, *et seq.*; the Federal Water Pollution Control Act (Clean Water Act), 33 U.S.C. § 1251, *et seq.*; the Clean Air Act, 42 U.S.C. § 7401, *et seq.*; the Hazardous Materials Transportation Act, 49 U.S.C. § 1501, *et seq.*; the Toxic Substances Control Act, 15 U.S.C. § 2601, *et seq.*; the Oil Pollution Act, 33 U.S.C. § 2701, *et seq.*; the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. §11001, *et seq.*; the Safe Drinking Water Act, 42 U.S.C. §§ 300f through 300j; the Endangered Species Act, 16 U.S.C. §1531, *et seq.*; and all similar laws of any Governmental Authority having jurisdiction over the property in question. This term expressly includes the regulations of the Texas Railroad Commission relating to plugging and abandonment, equipment purging and removal, and bonding requirements respecting inactive wells, 16. T.A.C. § 3.15, as well as regulations and interpretations of the U.S. Environmental Protection Agency and the Texas Commission on Environmental Quality relating to air emissions, pollution control, and permitting that have been or may be, adopted.

16. Hazardous Materials Indemnity - THE CLIENT AGREES, NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY, DEFEND AND HOLD HARMLESS ON A COMPARATIVE BASES EIKON AND EACH MEMBER OF EIKON GROUP FROM AND AGAINST ANY AND ALL CLAIMS, SUITS, DEMANDS, LIABILITIES, LOSSES, DAMAGES OR COSTS, INCLUDING REASONABLE ATTORNEYS' FEES AND DEFENSE COSTS ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE DETECTION, PRESENCE, HANDLING, REMOVAL, ABATEMENT, OR DISPOSAL OF ANY HAZARDOUS MATERIALS THAT EXIST ON, ABOUT OR ADJACENT TO THE SITE OR SITES WHERE THE SERVICES ARE PERFORMED OR ARE TO BE PERFORMED, WHETHER LIABILITY ARISES UNDER BREACH OF CONTRACT OR WARRANTY, TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY OR STATUTORY LIABILITY, REGULATORY OR ANY OTHER CAUSE OF ACTION, EXCEPT FOR THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF EIKON.

17. Mediation - The parties, as a condition precedent to commencing litigation (other than for the non-payment of EIKON's fees), shall endeavor to resolve their claims by non-binding mediation which, shall be conducted in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to the contract and with the American Arbitration Association.

18. Other Agreements - (a) The Services to be performed by EIKON are intended solely for the benefit of Client and no benefit is conferred on, nor any contractual relationship established with any person or entity not a party to this Agreement; (b) any provision or part thereof of this Agreement held to be void or unenforceable under any law shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the parties; (c) this Agreement (including Exhibits A, B, and C as applicable, attached hereto) represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters; (d) this Agreement shall not be amended, modified, supplemented or rescinded in any manner except by written agreement executed by the parties; (e) this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without reference to the conflict of law provisions thereof; (f) EIKON shall not be liable for any failure to perform or delay in the performance of the Services regardless of whether such delay results either directly or indirectly from: (i) accidents to, or breakdowns or mechanical failure of, EIKON's plant machinery or equipment; strikes or other labor troubles or labor shortages; fire; flood; wars; acts of the public enemy; acts of God; acts of terrorism; delays by any

supplier; delays in transportation or lack of transportation facilities; embargoes; shortages of, or reductions in, energy sources; priorities, allocations, limitations, restrictions or other acts required or requested by federal, state, provincial or local governments, or any subdivision, bureau or agency thereof, or (ii) any other cause beyond the reasonable control of EIKON; (g) the failure of either party to insist in any one or more instances upon a strict performance of any of the terms, conditions and covenants hereof shall not affect or in any way impair the right of such party to require a strict performance of any such term, condition or covenant in the future; nor shall the waiver by either party of a breach of any term, condition, or covenant hereof in any instance be construed or held to be a waiver of such term, condition, or covenant, or of any succeeding breach of the same, or any other term, condition or covenant hereof; (h) all Exhibits attached to this Agreement are attached hereto and incorporated herein by reference for all purposes; and (i) this Agreement may be executed by the parties in counterparts and delivered by facsimile or electronic transmission, each of which so delivered shall be considered an original counterpart, and shall become a binding agreement when each party has executed one counterpart.

19. **CONSTRUCTION OBSERVATION** - To the extent expressly and specifically identified in Exhibit A, EIKON shall visit the site set at intervals appropriate to the stage of construction, or as otherwise agreed to in writing by the Client and EIKON, in order to observe in general the progress and quality of the work, construction and other services (collectively "Work") completed by the contractor employed by Client to perform such Work (the "Contractor"). Such visits, if any, and observation are not intended to be an exhaustive check or a detailed inspection of the Contractor's work but rather are to allow EIKON to become generally familiar with the Work in progress and to determine, in general, if the Work is proceeding in accordance with the contracts, agreements, specifications, drawings and other documents describing and detailing the Work (collectively "Contract Documents"). Based on this general observation, EIKON shall keep the Client informed about the progress of the Work and shall advise the Client about observed deficiencies in the Work. If the Client desires more extensive project observation or full-time project representation, the Client shall request in writing that such services be provided by EIKON as services in addition to the Services. EIKON shall not supervise, direct or have control over the Contractor's Work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor in accordance with the Contract Documents. EIKON shall not be responsible for any acts or omissions of the Contractor, any subcontractor, any entity performing any portions of the Work or any agents or employees of any of them. EIKON does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations. The parties hereto agree that in the event of any inconsistency in the language contained in Exhibit A hereto and in the terms of this Section 19, the language of Exhibit A shall govern and control in all respects. "Work" as used herein shall mean those systems and elements of the project within EIKON's scope of service as set out herein.

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

EIKON

CLIENT

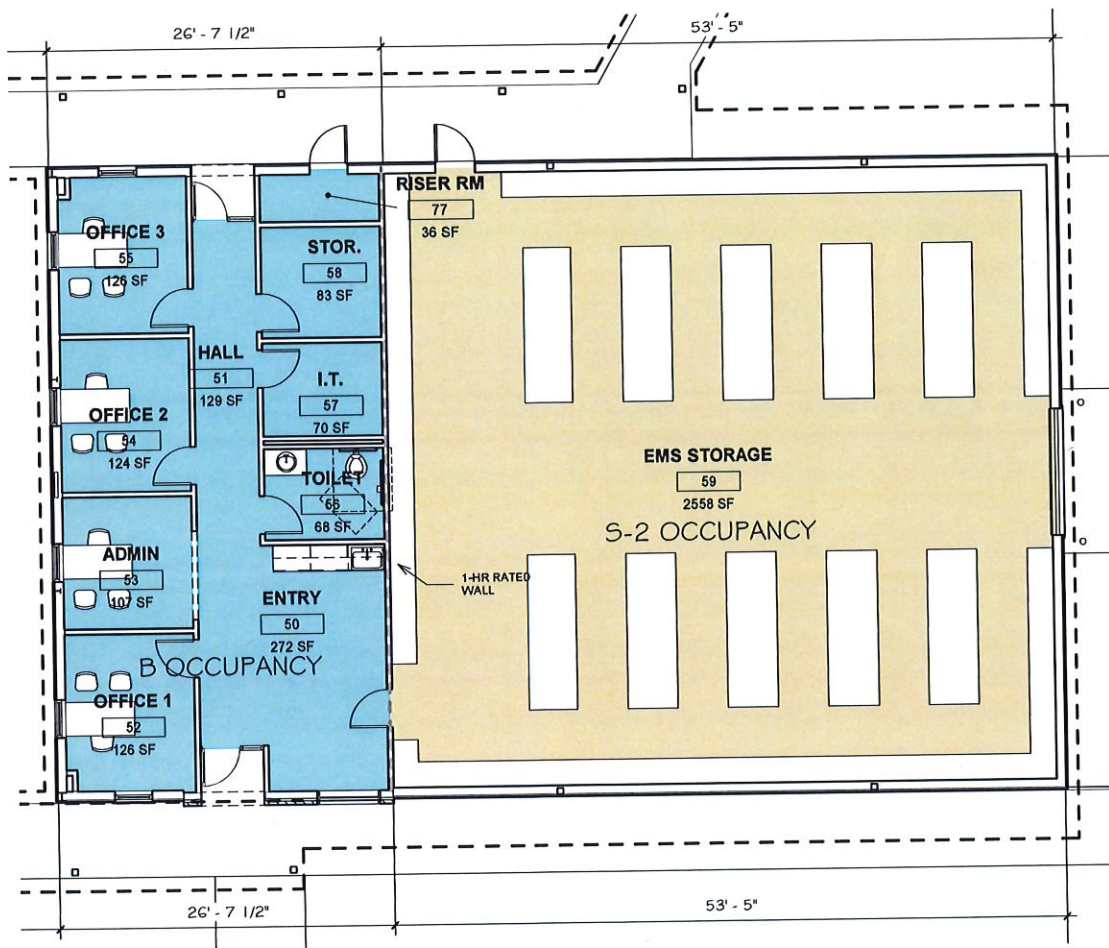
By: Brad Isbell
Name: Brad Isbell
Title: President
Date: 11/05/2018

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

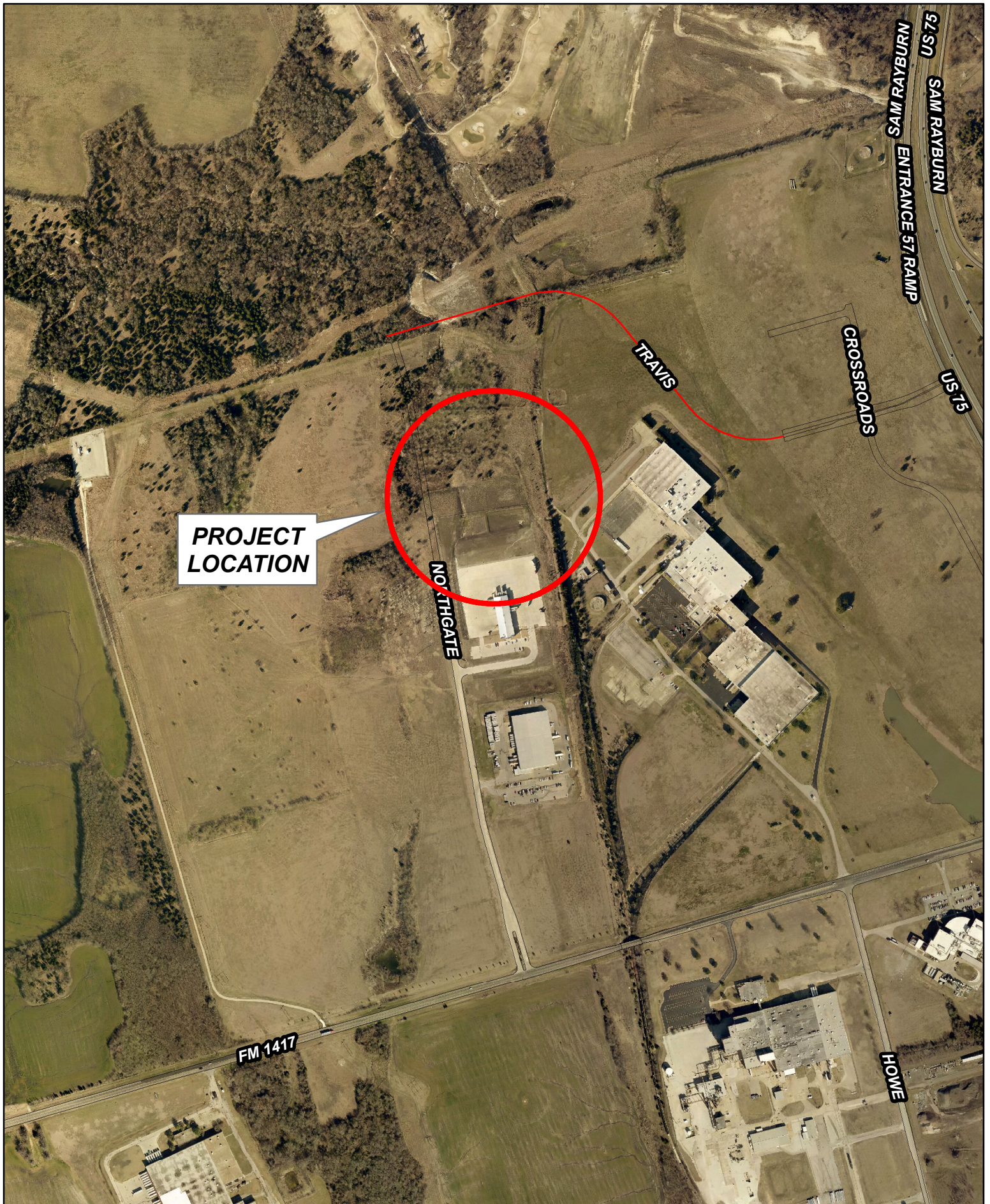
Notice Address for EIKON:

Notice Address for CLIENT:

EIKON Consulting Group, LLC
1405 W. Chapman
Sanger, Texas, 76266



Schematic Floor Plan
Scale: NTS





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

D.2.

Meeting Date: 12/03/2018

Prepared By: Theresa Hutchinson, Parks & Recreation Manager

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6442

Authorizing Execution of an Agreement for the Construction Phase of the Awarded Contract with Dean Electric, Inc. dba Dean Construction as Construction Manager-at-Risk (CMAR) for Construction of the Pecan Grove West Athletic Complex

Issue:

Execution of an Agreement to implement the construction phase of the Pecan Grove West Athletic Complex contract

Background:

The Sherman Parks and Recreation Department worked with Dunkin, Sims, Stoffels, Inc. to create the 2017 Parks, Recreation, and Open Space Master Plan for the City of Sherman, which was approved and adopted by the City Council at the May 4, 2017 meeting. Included in this Master Plan is the design and construction of an athletic complex at Pecan Grove West Park. At the May 7, 2018 meeting, the City Council awarded a bid to Dean Electric, Inc. dba Dean Construction as Construction Manager-at-Risk for the Pecan Grove West Athletic Complex project. As CMAR, Dean Construction has assumed the risk of construction of the athletic complex for a guaranteed maximum price (GMP) of \$3,938,495.48.

Origination:

Parks and Recreation Department

Financial Consideration:

The fee for professional CMAR services will be **\$106,000**, which is three percent (3%) of the Construction Phase estimated cost and included in the guaranteed maximum price of **\$3.94 million**. Funds are budgeted in the Capital Improvement Fund.

Staff Recommendation:

It is recommended that the Agreement for the construction phase of the contract with Dean Electric, Inc. dba Dean Construction for professional CMAR services relating to the Pecan Grove West Athletic Complex project be approved.

Alternatives:

As may be directed by the City Council

Attachments

Resolution No. 6442

GMP Agreement

Aerial Location Map

RESOLUTION NO. 6442

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT FOR THE CONSTRUCTION PHASE OF THE AWARDED CONTRACT WITH DEAN ELECTRIC, INC. DBA DEAN CONSTRUCTION AS CONSTRUCTION MANAGER-AT-RISK (CMAR) FOR CONSTRUCTION OF THE PECAN GROVE WEST ATHLETIC COMPLEX; 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 completed and approved as to form and content by the City Attorney, to execute an agreement for the construction phase of the awarded contract with Dean Electric, Inc. dba Dean Construction of Cedar Hill, Texas, as Construction Manager-at-Risk (CMAR), for construction of the Pecan Grove West Athletic Complex, in accordance with all contract documents attached hereto and made a part here 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.

PASSED AND APPROVED on this the ____ day of _____, 2018.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

BY: _____
**BRANDON S. SHELBY,
CITY ATTORNEY**

**AIA**[®]**Document A133[™] – 2009 Exhibit A*****Guaranteed Maximum Price Amendment*****for the following PROJECT:***(Name and address or location)*

Pecan Grove West Athletic Complex

3320 Canyon Creek Drive

THE OWNER:*(Name, legal status and address)*

City of Sherman

405 N Rusk

Sherman, TX 75090

THE CONSTRUCTION MANAGER:*(Name, legal status and address)*

Dean Electric, Inc. dba Dean Construction

701 Hall Street

Cedar Hill, TX 75104

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

AIA Document A201[™]–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

ARTICLE A.1**§ A.1.1 Guaranteed Maximum Price**

Pursuant to Section 2.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of this Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed

(\$ 3,938,495.48), subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, allowances, contingencies, alternates, the Construction Manager's Fee, and other items that comprise the Guaranteed Maximum Price.

(Provide below or reference an attachment.)

Please see "Attachment A".

Init.

§ A.1.1.3 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the Contract Documents permit the Owner to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the amount for each and the date when the amount expires.)

§ A.1.1.4 Allowances included in the Guaranteed Maximum Price, if any:

(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price
Testing	\$30,000.00

§ A.1.1.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:

§ A.1.1.6 The Guaranteed Maximum Price is based upon the following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

§ A.1.1.7 The Guaranteed Maximum Price is based upon the following Specifications:

(Either list the Specifications here, or refer to an exhibit attached to this Agreement.)

Please see "Attachment B"

Section	Title	Date	Pages
---------	-------	------	-------

Init.

§ A.1.1.8 The Guaranteed Maximum Price is based upon the following Drawings:
(Either list the Drawings here, or refer to an exhibit attached to this Agreement.)

Please see "Attachment C"

Number	Title	Date
--------	-------	------

§ A.1.1.9 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Agreement.)

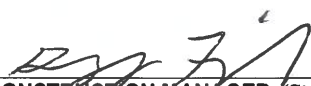
ARTICLE A.2

§ A.2.1 The anticipated date of Substantial Completion established by this Amendment:

September 30, 2019

OWNER (Signature)

(Printed name and title)



CONSTRUCTION MANAGER (Signature)

Gregory Firebaugh - President

(Printed name and title)

Init.

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Pecan Grove west Athletic Complex

Attachment A

Guaranteed Maximum Price

Task	Price	Contractor
Tree Protection Fence	\$3,187.00	Prime Erosion Control
Erosion Control	\$24,217.00	Prime Erosion Control
Demo / earthwork	\$239,832.00	Lynn Vessels Construction, LLC
Utilities	\$189,396.00	Lynn Vessels Construction, LLC
Firelane & Vehicular Paving	\$705,286.00	Pavecon
Deduct to replace lime with extra concrete	-\$32,171.00	Pavecon
Parking Lot striping & signage	\$10,167.00	Pavecon
Site concrete	\$539,495.00	Dean Construction
Fence	\$170,000.00	Dean Construction
Baseball field development	\$46,000.00	Dean Construction
Handrails/ guardrails / safety guard rails	\$92,040.00	Dean Construction
Aluminum Bleachers Seats	\$19,535.00	Dean Construction
Irrigation system	\$332,000.00	Allison Landscape & Pool Ltd
Fine grade / grade maintenance	\$50,000.00	Dean Construction
Site electrical	\$707,195.00	Nema 3 Electric
Turf establishment	\$72,000.00	Dean Construction
Site amenities	\$16,400.00	Dean Construction
Playground	\$149,500.00	Dean Construction
Testing Allowance	\$30,000.00	
	\$3,364,079.00	
5% contingency	\$168,203.95	
Sub Total	\$3,532,282.95	
Fee / General Conditions 11.5%	\$406,212.53	
Total Proposed GMP	\$3,938,495.48	

excludes

Permit fees

electric company charges

loop trail

restroom concession building

maintenance building

paving at maintenance area

wall at maintenance area

water and sewer lines

water meters

impact fees

water for turf establishment

"Attachment B"

Specifications

for

Pecan Grove West Athletic Complex City of Sherman, Texas

TABLE OF CONTENTS

DIVISION O -- BIDDING AND CONTRACT REQUIREMENTS

- 00020 - Advertisement for Bids
- 00100 - Construction Manager's Instructions to Bidders
- 00300 - Proposal (Bid) Form
- 00400 - Contract Forms, Bonds and Certificates
- 00600 - Supplementary General Conditions

DIVISION 1 -- GENERAL REQUIREMENTS

- 01020 - Allowances
- 01045 - Cutting and Patching
- 01077 - Reference Standards
- 01150 - Measurement and Payment
- 01200 - Project Meetings
- 01310 - Construction Schedules
- 01340 - Shop Drawings, Product Data and Samples
- 01370 - Schedule of Values
- 01410 - Testing Laboratory Services
- 01500 - Temporary Facilities and Controls
- 01532 - Tree and Plant Protection
- 01580 - Project Identification & Signage
- 01630 - Substitutions
- 01700 - Projects Closeout
- 01710 - Cleaning Up
- 01720 - Project Record Documents
- 01730 - Trench Safety
- 01740 - Operation and Maintenance Data
- 01750 - Storm Water Pollution Prevention Plan



Robert P. Stoffels
10/22/10

DIVISION 2 -- SITE WORK

- 02100 - Site Preparation
- 02201 - Earthwork - Site
- 02211 - Fine Grading
- 02226 - Excavating, Backfilling, and Compacting for Paving
- 02835 - Galvanized Chain Link Fencing
- 02930 - Turf Establishment
- 02950 - Landscape Planting

DIVISION 3 -- CONCRETE

- 03101 - Concrete Form Work (Site)
- 03201 - Concrete Reinforcement (Site)
- 03301 - Cast-In-Place Concrete (Site)
- 03351 - Concrete Finishing and Curing (Site)

DIVISION 4 -- MASONRY

N/A

DIVISION 5 -- METALS

N/A

DIVISION 6 -- WOOD, PLASTICS, AND COMPOSITES

N/A

DIVISION 7 -- THERMAL AND MOISTURE PROTECTION

N/A

DIVISION 8 -- OPENINGS

N/A

DIVISION 9 -- FINISHES

N/A

DIVISION 10 -- SPECIALTIES

N/A

DIVISION 11 -- EQUIPMENT

N/A

DIVISION 12 -- FURNISHINGS

N/A

DIVISION 13 -- SPECIAL CONSTRUCTION

N/A

DIVISION 14 -- CONVEYING SYSTEMS

N/A

DIVISION 15 -- MECHANICAL

N/A

DIVISION 16 – SITE ELECTRICAL

16010	- General Requirements for Electrical Work
16111	- Raceways and Fittings
16112	- Surface Raceways
16120	- Wire and Cable
16130	- Boxes
16141	- Wiring Devices
16160	- Cabinets and Enclosures
16195	- Electrical Identification
16450	- Grounding and Bonding
16461	- Transformers
16471	- Panelboards
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16491	- Disconnect Switches
16503	- Poles and Standards
16510	- Site Lighting Fixtures

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"Attachment C"

SHEET INDEX:

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SP-1	SITE PREPARATION PLAN	CD-2	CONSTRUCTION DETAILS
SP-2	SITE PREPARATION PLAN	CD-3	CONSTRUCTION DETAILS
SP-3	SITE PREPARATION PLAN	CD-4	CONSTRUCTION DETAILS
SP-4	SITE PREPARATION PLAN	CD-5	CONSTRUCTION DETAILS
SP-5	SITE PREPARATION PLAN	CD-6	CONSTRUCTION DETAILS
SP-6	SITE PREPARATION PLAN	CD-7	CONSTRUCTION DETAILS
		CD-8	CONSTRUCTION DETAILS
		CD-9	CONSTRUCTION DETAILS
SL-1	SITE LAYOUT PLAN	CD-10	CONSTRUCTION DETAILS
SL-2	SITE LAYOUT PLAN	CD-11	CONSTRUCTION DETAILS
SL-3	SITE LAYOUT PLAN	CD-12	CONSTRUCTION DETAILS
SL-4	SITE LAYOUT PLAN		
SL-5	SITE LAYOUT PLAN	LI-1	LANDSCAPE IRRIGATION
SL-6	SITE LAYOUT PLAN	LI-2	LANDSCAPE IRRIGATION
SL-7	SITE LAYOUT PLAN	LI-3	LANDSCAPE IRRIGATION
SL-8	SITE LAYOUT PLAN	LI-4	LANDSCAPE IRRIGATION
		LI-5	LANDSCAPE IRRIGATION
		LI-6	LANDSCAPE IRRIGATION
		LI-7	IRRIGATION DETAILS
SG-1	SITE GRADING	SE-0	SITE ELECTRICAL
SG-2	SITE GRADING	SE-1	SITE ELECTRICAL
SG-3	SITE GRADING	SE-2	SITE ELECTRICAL
SG-4	SITE GRADING	SE-3	SITE ELECTRICAL
SG-5	SITE GRADING	SE-4	SITE ELECTRICAL
SG-6	SITE GRADING	SE-5	SITE ELECTRICAL
SG-7	SITE GRADING	SE-6	SITE ELECTRICAL
SU-1	SITE UTILITIES		
SU-2	SITE UTILITIES		

R
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JWETH, DEPUTY MAYOR
Y, COUNCIL MEMBER
IANN, COUNCIL MEMBER
.E, COUNCIL MEMBER
AND, COUNCIL MEMBER
VSON, COUNCIL MEMBER

R
ON
TY MANAGER
;
S MANAGER
ER
REATION MANAGER
TCHINSON





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

E.1.

Meeting Date: 12/03/2018

Prepared By: Kevin Winkler, Public Works Manager

Approved By: Robby Hefton, City Manager

Caption:

*** REQUEST TO ADVERTISE**

Purchase of a New Service Truck Chassis and Crane Body for Use within the Equipment Services Department

Issue:

Obtaining City Council approval to advertise for the solicitation of public bids for the purchase of a new service truck chassis and crane body for use within the Equipment Services Department

Background:

The new service truck will be comprised of the truck chassis and crane body for use within the Equipment Services Department. This new fleet unit will replace Unit #322, which has reached the end of its useful life.

Origination:

Equipment Services Department

Financial Consideration:

The cost of advertising will be approximately \$200.00.

Staff Recommendation:

Staff recommends that the City Council approve this request to advertise.

Alternatives:

As may be recommended by the City Council



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Meeting Date: 12/03/2018

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

COUNCIL CALENDAR

Attachments

2018 Council Calendar

2019 Council Calendar

2018

JANUARY						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
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28	29	30	31			

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27	28	29	30	31		

JUNE						
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JULY						
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22	23	24	25	26	27	28
29	30	31				

AUGUST						
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SEPTEMBER						
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OCTOBER						
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NOVEMBER						
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DECEMBER						
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1/1/2018	New Year's Day/Regular City Council Meeting on 01/02/2018
2/28/2018	Called Council Meeting - Training Session for Council Members
4/27/2018	Called Budget Planning Mtg in Council Chambers
6/14/2018	Called Budget Workshop in Council Chambers
6/15/2018	Called Budget Workshop in Council Chambers - Cancelled
7/2/2018	City Council Meeting - Cancelled
9/27/2018	Called Joint Meeting with SEDCO Board in Council Chambers
9/3/2018	Labor Day/Regular City Council Meeting on 09/04/2018

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2019

JANUARY						
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FEBRUARY						
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SEPTEMBER						
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NOVEMBER						
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DECEMBER						
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