CITY OF SHERMAN
CITY COUNCIL REGULAR MEETING AGENDA
COUNCIL CHAMBERS OF THE CITY HALL
220 WEST MULBERRY STREET
SHERMAN, TEXAS
MONDAY, NOVEMBER 21, 2016
5:00 P.M.

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

A. 2. PLEDGE OF ALLEGIANCE LED BY COUNCIL MEMBER LAWRENCE DAVIS

A. 3. INVOCATION BY COUNCIL MEMBER LAWRENCE DAVIS

A. 4. APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF NOVEMBER 7, 2016

Special Presentations

B. 1. SPECIAL PRESENTATION
Council Member Tammy Johnson's Presentation of an Award to the Police Association and Fire Association

Declare Results of the November 8, 2016 Regular and Special Municipal Elections

C. 1. CANVASS OF ELECTION RETURNS

C. 2. RESOLUTION NO. 6161
Declaring the Results of the November 8, 2016 Regular and Special Municipal Elections held in the City of Sherman, Grayson County, Texas

C. 3. RECOGNITION OF OUTGOING COUNCIL MEMBERS

Oath of Office

D. 1. OATH OF OFFICE AND PRESENTATION OF CERTIFICATE OF ELECTION

Consent Agenda

E. 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

F. 1. RESOLUTION NO. 6162

Authorizing the Execution of a Professional Services Agreement with Huitt-Zollars, Inc. for Preliminary Engineering and Right-of-Way/Easement Documents for the Schematic Design Layout and Environmental Studies to Develop the Friendship Road from S.H. 56 to U.S. Highway 82 Extension Project

F. 2. RESOLUTION NO. 6163

Accepting the Contract with Lynn Vessels Construction Company, LLC as Complete for Construction of the South Sherman Relief Sewer Project

Other Business

G. 1. OTHER BUSINESS

Consider the Application of Leslie Archer to Enroll her Business, Leslie Jean's Unique Home Furnishings, into the Sherman Downtown Occupancy Incentive Grant Program

G. 2. OTHER BUSINESS

Receive Presentation from Finance Director Mary Lawrence on the City of Sherman's Investment Policy and Long-Term Debt Policy

G. 3. * ***OTHER BUSINESS***

Approval of the 2016 Ad Valorem Tax Roll Value and Tax Levy

H. CITIZEN REQUESTS

I. MEDIA QUESTIONS

Consider Board/Commission Appointments

J. 1. APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS

(a) Council Audit Committee (3)

J. 2. APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS

(a) Investment Committee (2)

J. 3. **APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS**

(a) Tax Reinvestment Committee (2)

J. 4. **APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS**

(a) Tax Increment Financing Board #1 (3)

J. 5. **APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS**

(a) Tax Increment Financing Board #2 (3)

J. 6. **APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS**

(a) Tax Increment Financing Board #3 (3)

K. **COUNCIL COMMENTS**

Executive Session

L. 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 551.074 Personnel Matters:

(a) Consider the Qualifications, Appointment and Removal of Members to Boards and Commissions:

(1) Texoma Council of Governments (TCOG) Governing Body (1)

Section 551.087 Deliberation Regarding Economic Development Negotiations:

(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

M. 1. **OPEN MEETING**

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

N. 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 17, 2016 at 4:00 p.m., and said time of posting was 72 hours before said meeting was convened or called to order.

Dated this 17th day of November, 2016
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	Deputy Mayor	Council Members	
David Plyler	Jason Sofey	Kevin Couch, Council-At-Large, PL #1	Terrence R. Steele, Council – District #2
		Jason Sofey, Council-At-Large, PL #2	Pamela L. Howeth, Council – District #3
		Lawrence Davis, Council – District #1	Tammy Johnson, Council – District #4

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **Agenda Item No. A. 4.**

Meeting Date: 11/21/2016

Prepared By: Linda Ashby, City Clerk

Approved By: Robby Hefton, City Manager

Caption:

APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF NOVEMBER 7, 2016

Attachments

November 7, 2016

STATE OF TEXAS §

November 7, 2016

COUNTY OF GRAYSON §

BE IT REMEMBERED THAT A Regular Meeting of the City Council of the City of Sherman, Grayson County, Texas was begun and held in the Council Chambers of City Hall on November 7, 2016.

MEMBERS PRESENT: **MAYOR DAVID PLYLER; DEPUTY MAYOR JASON SOFEY. COUNCIL MEMBERS COUCH, DAVIS, HOWETH, JOHNSON, STEELE.**

MEMBERS ABSENT: **NONE.**

CALL TO ORDER

CALL TO ORDER

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

He apologized for wearing a Denison Yellow Jackets Football Jersey at tonight's meeting. He said, under the new Head Coach J.D. Martinez, the Sherman Bearcats have improved tremendously and he felt they would reverse the trend. He congratulated the Sherman Bearcats, their coaching staff, and the entire administration, on a very successful year. However, Sherman lost the game in the final minutes, so he was wearing the Denison jersey.

The Pledge of Allegiance and Invocation were given by Council Member Pam Howeth.

APPROVE MINUTES

APPROVE MINUTES

The Council reviewed the Minutes of the Called Joint Meeting with the Sherman Main Street Advisory Board of October 12, 2016, and the Regular City Council Meeting of October 17, 2016. Council Member Steele moved to approve the Minutes as presented; Second by Council Member Davis. All present voted AYE.
MOTION CARRIED.

SPECIAL RECOGNITION

RECOGNIZING DR. BRANDY FAIR AND HER GRAYSON COLLEGE HONORS STUDENTS FOR A PROJECT PRESENTED AT THE 2016 NATIONAL COLLEGIATE HONORS COUNCIL ANNUAL CONFERENCE IN SEATTLE, WASHINGTON DURING OCTOBER 12-16, 2016

GRAYSON COLLEGE HONORS STUDENTS POLICE PROJECT

Assistant Police Chief Bob Fair said he attended the National Honors Convention in Seattle, Washington on October 15, 2016, with Dr. Brandy Fair, Chair and Fine Arts Honor College Coordinator at Grayson College, and her students. He said it was a special honor because Dr. Fair is Assistant Chief Fair's daughter.

The students worked with the Sherman Police Department to produce public service announcements that were used by the Police Department. The public service announcements

include one for children and gun violence and another to encourage parents to teach children that police officers protect them.

The proposal was submitted to the National Collegiate Honors Council and the students were selected to present their project at the Annual Conference in Seattle.

Dr. Fair said the acceptance rate for the conference is less than 50% so the presentation was a huge honor for Grayson College and for the students, and an amazing opportunity to present their ideas.

She introduced Aliza Hastings and Sabrina Inman, two students that are working on this year's project with the Grayson Crisis Center as a "client." She said other non-profit entities are seeing the work that was done and want to be a part of the project.

Mayor Plyler congratulated Dr. Fair and the students, and thanked them for representing Grayson College in such a great fashion.

PROCLAMATION

"NATIONAL HOSPICE AND PALLIATIVE CARE MONTH" – NOVEMBER 2016

NATIONAL HOSPICE & PALLATIVE CARE MONTH (NOV. 2016)

Council Member Johnson presented a proclamation designating November 2016 as "National Hospice and Palliative Care Month" to Nancy Jackson, Director of Community Development, Home Hospice.

Ms. Jackson thanked the City Council saying it had been a privilege for Home Hospice to serve the local community since 1982. She said that citizens need Home Hospice in many different ways including hospice care and bereavement support.

"MUNICIPAL COURT WEEK" – NOVEMBER 7-11, 2016

MUNICIPAL COURT WEEK (NOV. 7-11, 2016)

Council Member Davis presented a proclamation designating November 7 through 11, 2016 as "Municipal Court Week" to Mary Lawrence, Director of Finance. Ms. Lawrence has supervised the Municipal Court since March 2016, and said she has been impressed with their knowledge and professionalism.

She introduced Janis Fletcher and Susan, Morris, Sherman Municipal Court Clerks, adding that Ms. Fletcher has almost completed all the requirements for the Level 3 Certification. There are less than 100 clerks in Texas that have achieved this level of certification. Ms. Morris should receive notice any day that she has passed her Level 2. They are both well-trained in the Municipal Court system. Brandon Shelby, City Attorney, serves as Municipal Court prosecutor.

She also introduced Scott Smith, Municipal Court Judge, who was originally appointed in 1989 as a "backup" to the

Municipal Court Judge position. For the past year he has served as Judge. He thanked the City Council for recognizing the City's Municipal Court, saying he is proud of the work they do.

He added that Municipal Court is the only time many citizens actually come in contact with Courts. He said from the clerk's window to the bench, they try to treat every citizen that comes before them with dignity and respect. He said Ms. Fletcher and Ms. Morris are true professionals. He also recognized Police Sergeant D.M. Hampton, who serves as bailiff. He said he was very pleased with the team they have.

INTRODUCTION AND PUBLIC HEARING OF ORDINANCES

ORD 5992 ZONE CHANGE (1700 BLOCK W. US HWY 82)

Mayor Plyler introduced Ordinance No. 5992 and called for a public hearing:
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 12, ORDINANCE NO. 2280, SO AS TO INCLUDE CERTAIN PROPERTIES WITHIN THE C-1 (RETAIL BUSINESS) DISTRICT IN THE 1700 BLOCK OF WEST U.S. HIGHWAY 82, BEING 1.364 ACRES IN THE URIAH BURNS SURVEY, ABSTRACT NO. 121 (TPJ PROPERTIES, LTD, OWNERS; SDB PARTNERS, LLC, PROSPECTIVE BUYERS; AND TEAGUE, NALL & PERKINS, INC., ENGINEER/ARCHITECT/SURVEYOR); PROVIDING FOR A REPEALER.

Scott Shadden, Director of Development Services, explained that this is for the expansion of a medical office at Carrus Medical Center and was recommended for approval by the Planning and Zoning Commission.

Chris Schmitt, Principal, Teague, Nall & Perkins, is the engineer on the project and appeared representing the owner. He said this is one of the last steps of the approval process and they continue to work with the staff to address engineering comments. He was available to answer any questions the Council might have.

No other citizens appeared before the City Council to discuss Ordinance No. 5992.

ORD 5993 ZONE CHANGE (701 E. LAMBERTH)

Mayor Plyler introduced Ordinance No. 5993 and called for a public hearing:
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 12, ORDINANCE NO. 2280, SO AS TO INCLUDE CERTAIN PROPERTIES WITHIN THE C-1 (RETAIL BUSINESS) DISTRICT AT 701 EAST LAMBERTH ROAD, BEING 0.242 ACRES IN THE J.B. McANAIR SURVEY, ABSTRACT NO. 763, ALSO BEING PART OF LOT 1, BLOCK 2, DR. J.H. CARRAWAY'S ADDITION (JOHN MABARY, OWNER; AND DAVID BACA STUDIO, LLC, ARCHITECT); PROVIDING FOR A REPEALER.

Mr. Shadden said this completes some commercial zoning at the intersection of Masters Street and Lamberth Road for commercial development.

David Baca, David Baca Studio, LLC, appeared to represent the owner John Mabary. He was available to answer any questions that the Council might have.

No other citizens appeared before the City Council to discuss Ordinance No. 5993.

The Public Hearing was closed.

ADOPTION OF ORDINANCES

Ordinance 5992

ORD 5992 ZONE CHANGE (1700 BLOCK W. US HWY 82)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 12, ORDINANCE NO. 2280, SO AS TO INCLUDE CERTAIN PROPERTIES WITHIN THE C-1 (RETAIL BUSINESS) DISTRICT IN THE 1700 BLOCK OF WEST U.S. HIGHWAY 82, BEING 1.364 ACRES IN THE URIAH BURNS SURVEY, ABSTRACT NO. 121 (TPJ PROPERTIES, LTD, OWNERS; SDB PARTNERS, LLC, PROSPECTIVE BUYERS; AND TEAGUE, NALL & PERKINS, INC., ENGINEER/ARCHITECT/SURVEYOR); PROVIDING FOR A REPEALER.

Ordinance 5993

ORD 5993 ZONE CHANGE (701 E. LAMBERTH)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 12, ORDINANCE NO. 2280, SO AS TO INCLUDE CERTAIN PROPERTIES WITHIN THE C-1 (RETAIL BUSINESS) DISTRICT AT 701 EAST LAMBERTH ROAD, BEING 0.242 ACRES IN THE J.B. McANAIR SURVEY, ABSTRACT NO. 763, ALSO BEING PART OF LOT 1, BLOCK 2, DR. J.H. CARRAWAY'S ADDITION (JOHN MABARY, OWNER; AND DAVID BACA STUDIO, LLC, ARCHITECT); PROVIDING FOR A REPEALER.

ACTION TAKEN.

> **Motion by Deputy Mayor Sofey to adopt Ordinance Nos. 5992 and 5993, as presented. Second by Council Member Couch.**

VOTING AYE: Couch, Davis, Howeth, Johnson, Sofey, Steele.
VOTING NAY: None.
MOTION CARRIED.

CONSENT AGENDA

CONSENT AGENDA

The Council reviewed the Consent Agenda. Mayor Plyler said he was abstaining from voting on the Consent Agenda because he has a special business relationship concerning Item F-3, entitled "Site Plan Approval for Hart Lumber Company in the Blalock Industrial Park; J.P. Hart Lumber Company, LLC, Owners/Tenant; Ed Snodgrass, Benchmark Design Group, LLC, Civil Engineers/Representative; Lloyd Plyler Construction, Contractor; and Underwood Drafting and Surveying, Surveyor; under Ordinance No. 2252, Article

IV, Section 410(2)(j) for the Construction of Hart Lumber Company in the Blalock Industrial Park at 407 Progress Drive."

Council Member Davis moved to approve the Consent Agenda, as presented. Second by Deputy Mayor Sofey. All present voted AYE, except Mayor Plyler, who abstained.

RESOLUTIONS

RESOLUTION NO. 6153 – AUTHORIZING EXECUTION OF AN AGREEMENT WITH LOS HERMANOS PARTNERSHIP, LLC, A TEXAS LIMITED LIABILITY COMPANY, UNDER THE CITY OF SHERMAN'S CENTRAL BUSINESS DISTRICT HISTORIC BUILDING RESTORATION AND IMPROVEMENT GRANT PROGRAM FOR IMPROVEMENTS TO 100 NORTH TRAVIS STREET

RES 6153
DOWNTOWN HISTORIC
BLDG RESTORATION
GRANT
(100 N. TRAVIS)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT WITH LOS HERMANOS PARTNERSHIP, LLC, A TEXAS LIMITED LIABILITY COMPANY, UNDER THE CITY OF SHERMAN'S CENTRAL BUSINESS DISTRICT HISTORIC BUILDING RESTORATION AND IMPROVEMENT GRANT PROGRAM FOR IMPROVEMENTS TO 100 NORTH TRAVIS STREET.

Robby Hefton, City Manager, said this was the first application that the City has received under the Downtown Grant Program. This application is from Los Hermanos, a group that has invested a significant amount of money for redevelopment in the downtown area.

This application is for the completion of the first floor of the Boardwalk Building at 100 North Travis Street. Renovations would start immediately and would be a four-to-one match, up to $25,000. Expected cost of the project is about $100,000, which would nearly "max out" the grant amount.

Tom Shields and Don Knobler, representatives of Los Hermanos Partnership, LLC, were available to answer any questions the Council might have.

Council Member Couch said this was a great project and shows the value of public/private partnerships. Investing "real dollars" in downtown is what it takes to "grow" the Central Business District. He added that the Tourism Office will be located on the first floor of the renovated building.

Mr. Knobler thanked the City Council, adding that they love Sherman.

ACTION TAKEN.

Motion by Council Member Johnson to adopt Resolution No. 6153, as presented. Second by Council Member Couch.

VOTING AYE: Couch, Davis, Howeth, Johnson, Sofey, Steele.
VOTING NAY: None.
MOTION CARRIED.

RES 6154
SAND CREEK
SEWER NORTH
BRANCH PROJECT

<u>RESOLUTION NO. 6154 – ACCEPTING THE CONTRACT WITH PC CONTRACTORS, LLC AS COMPLETE FOR CONSTRUCTION OF THE SAND CREEK SEWER NORTH BRANCH PROJECT</u>
A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, ACCEPTING THE CONTRACT WITH PC CONTRACTORS, LLC AS COMPLETE FOR CONSTRUCTION OF THE SAND CREEK SEWER NORTH BRANCH PROJECT.

Mark Gibson, Director of Utilities, said this project was part of the City's Capital Improvement Program a couple of years ago, and will be an important asset to the City in the future, as growth continues to the north and west.

The project consists of about four miles of 12" sewer line, starting from the west end of the Forest Glen Subdivision and "snaking along" Sand Creek to the intersection of US Hwy 82 and SH 289. This project will open a large area for future development.

Mr. Gibson said the cost of the project is over $1 million, and will be one of the first of several sewers that will serve along the SH 289 corridor. The City has been proactive and has already placed the water lines along US Hwy 82 to the west of SH 289, and from SH 289, south to the Southmayd City limits. Through the City Council's proactive stance, the City is ready for development along that corridor.

Mr. Hefton said the City has spent the last year or two talking about the importance of preparing for growth and laying the groundwork for the City over the next few years for its growth over the next few decades. This is one example of many projects that will be completed over the next two years to get the City ready for expansion. That growth may come in two years, or in ten years, but it will come.

Mr. Hefton said he was proud that this project was completed because there were significant challenges on this project. He said this is one of many projects that the Council will see over the next few years.

ACTION TAKEN.
> **Motion by Council Member Howeth to adopt Resolution No. 6154, as presented. Second by Council Member Steele.**

VOTING AYE: Couch, Davis, Howeth, Johnson, Sofey, Steele.
VOTING NAY: None.
MOTION CARRIED.

RES 6155 EASTSIDE OUTFALL RETURN SEWER PROJECT

RESOLUTION NO. 6155 – ACCEPTING THE CONTRACT WITH LYNN VESSELS CONSTRUCTION COMPANY, LLC AS COMPLETE FOR CONSTRUCTION OF THE EASTSIDE OUTFALL RETURN SEWER PROJECT
A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, ACCEPTING THE CONTRACT WITH LYNN VESSELS CONSTRUCTION COMPANY, LLC AS COMPLETE FOR CONSTRUCTION OF THE EASTSIDE OUTFALL RETURN SEWER PROJECT.
CONSENT AGENDA.

RES 6156 AMBULANCE SUPPLEMENTAL PAYMENT PROGRAM

RESOLUTION NO. 6156 – AWARDING A BID TO AND AUTHORIZING EXECUTION OF AN ANNUAL COST REPORTING SYSTEM AGREEMENT WITH PUBLIC CONSULTING GROUP, INC., BASED UPON A REQUEST FOR PROPOSAL FOR THE AMBULANCE SUPPLEMENTAL PAYMENT PROGRAM (ASPP) FOR THE CITY OF SHERMAN
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF AN ANNUAL COST REPORTING SYSTEM AGREEMENT WITH PUBLIC CONSULTING GROUP, INC., BASED UPON A REQUEST FOR PROPOSAL FOR THE AMBULANCE SUPPLEMENTAL PAYMENT PROGRAM (ASPP) FOR THE CITY OF SHERMAN.
CONSENT AGENDA.

RES 6157 SELF-CONTAINED BREATHING APPARATUS FOR FIRE DEPT.

RESOLUTION NO. 6157 – AUTHORIZING SUBMISSION OF AN APPLICATION FOR A GRANT AWARDED UNDER THE U.S. DEPARTMENT OF HOMELAND SECURITY – FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) TO FUND THE PURCHASE OF FIFTY SELF-CONTAINED BREATHING APPARATUS FOR THE CITY OF SHERMAN FIRE DEPARTMENT; DESIGNATING THE CITY MANAGER AS THE AUTHORIZED OFFICIAL TO ACCEPT, REJECT, ALTER OR TERMINATE THE GRANT ON BEHALF OF THE CITY
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING SUBMISSION OF AN APPLICATION FOR A GRANT AWARDED UNDER THE U.S. DEPARTMENT OF HOMELAND SECURITY – FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) TO FUND THE PURCHASE OF FIFTY SELF-CONTAINED BREATHING APPARATUS FOR THE CITY OF SHERMAN FIRE DEPARTMENT; DESIGNATING THE CITY MANAGER AS THE AUTHORIZED OFFICIAL TO ACCEPT, REJECT, ALTER OR TERMINATE THE GRANT ON BEHALF OF THE CITY.

Danny Jones, Fire Chief, said they were requesting permission to submit the application for an Assistance to Firefighters Grant to the US Department of Homeland Security, Federal Emergency Management Agency, for the purchase of 50 Self-Contained Breathing Apparatus for the Fire Department.

The purchase was originally budgeted in the CIP to be spread out over three years. However the SCBAs have a designated number of updates and then they must be

replaced. The Department currently has a large number of the units that will expire by 2023, and the manufacture has already started "scaling back" on parts for the units.

The staff decided to apply for this grant, which would allow the City to purchase all new units at a 10% match. The entire project cost is about $500,000, with the City's portion about $50,000.

ACTION TAKEN.

Motion by Council Member Couch to adopt Resolution No. 6157, as presented. Second by Deputy Mayor Sofey.

VOTING AYE: Couch, Davis, Howeth, Johnson, Sofey, Steele.
VOTING NAY: None.
MOTION CARRIED.

Chief Jones said he has been blessed to work for this City for 26 years, and because of that, he had a "measure of sadness" at the Mayor's "uncomfortable situation." However, as a 1978 graduate of Denison High School, he has an "equal amount of pleasure" at seeing him in a black jersey.

Mayor Plyler said that he has every confidence that, should the Bearcats have prevailed, Mayor Johnson would have been pleased to wear a "clean" Bearcat jersey.

RES 6158
GRANT FOR BODY-WORN CAMERAS FOR POLICE DEPT.

RESOLUTION NO. 6158 – RESCINDING RESOLUTION NO. 6041 IN ITS ENTIRETY; AUTHORIZING SUBMISSION OF AN APPLICATION FOR A GRANT AWARDED UNDER THE OFFICE OF THE GOVERNOR – CRIMINAL JUSTICE DIVISION TO FUND THE PURCHASE OF FORTY BODY-WORN CAMERAS AND STORAGE SERVERS FOR LAW ENFORCEMENT USE WITHIN THE CITY OF SHERMAN POLICE DEPARTMENT; DESIGNATING THE CITY MANAGER AS THE AUTHORIZED OFFICIAL TO ACCEPT, REJECT, ALTER OR TERMINATE THE GRANT ON BEHALF OF THE CITY

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, RESCINDING RESOLUTION NO. 6041 IN ITS ENTIRETY; AUTHORIZING SUBMISSION OF AN APPLICATION FOR A GRANT AWARDED UNDER THE OFFICE OF THE GOVERNOR – CRIMINAL JUSTICE DIVISION TO FUND THE PURCHASE OF FORTY BODY-WORN CAMERAS AND STORAGE SERVERS FOR LAW ENFORCEMENT USE WITHIN THE CITY OF SHERMAN POLICE DEPARTMENT; DESIGNATING THE CITY MANAGER AS THE AUTHORIZED OFFICIAL TO ACCEPT, REJECT, ALTER OR TERMINATE THE GRANT ON BEHALF OF THE CITY.

Assistant Chief Fair said the Police Department was happy to have received the grant from the Criminal Justice Division of the Governor's Office for the body-worn cameras. The grant is for $44,300, and will pay for 40 body-worn cameras

and a server on which to store that data. In the current budget, the department has also budgeted for 17 in-car cameras. Through negotiations with the supplier, the City will also receive an additional 17 body-worn cameras for a total of 57 cameras, which should supply a body-worn camera to everyone "working the street," everyday.

Assistant Chief Fair said there is a 25% match, which means $35,400 will come from the Governor's Office and the City will pay $8,800 which was budgeted.

Council Member Steele asked if it would include any extra body-worn cameras in case some malfunction. Assistant Chief Fair said the 57 total should allow them to put some cameras aside in case some malfunction.

Assistant Chief Fair said once they receive the cameras, they will need to hold some training and there will be guidelines that need to be implemented and a policy put into place. He added that implementation should be within 30 to 40 days.

Council Member Johnson commended the Police Department on getting the extra cameras from the supplier.

ACTION TAKEN.
Motion by Council Member Johnson to adopt Resolution No. 6158, as presented. Second by Council Member Steele.
VOTING AYE: Couch, Davis, Howeth, Johnson, Sofey, Steele.
VOTING NAY: None.
MOTION CARRIED.

RES 6159
PURCHASE OF TRUCK FOR STREET DEPT.

<u>RESOLUTION NO. 6159 – AUTHORIZING THE PURCHASE OF A NEW RAM 3500 TRUCK FOR THE STREET MAINTENANCE DEPARTMENT FROM COWBOY CHRYSLER DODGE JEEP THROUGH THE TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE (BUYBOARD)</u>
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A NEW RAM 3500 TRUCK FOR THE STREET MAINTENANCE DEPARTMENT FROM COWBOY CHRYSLER DODGE JEEP THROUGH THE TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE (BUYBOARD).
CONSENT AGENDA.

RES 6160
PURCHASE TRACK LOADER, LOW PROFILE BUCKET, & PALLET FORKS FOR WATER PRODUCTION DEPT.

<u>RESOLUTION NO. 6160 – AUTHORIZING THE PURCHASE OF A CASE TV380 T4 TRACK LOADER, A 78" LOW PROFILE BUCKET, AND 48" PALLET FORKS FOR THE WATER PRODUCTION DEPARTMENT FROM ASSOCIATED SUPPLY COMPANY, INC. THROUGH THE TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE (BUYBOARD)</u>
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A CASE TV380 T4 TRACK LOADER, A 78" LOW PROFILE

BUCKET, AND 48" PALLET FORKS FOR THE WATER PRODUCTION DEPARTMENT FROM ASSOCIATED SUPPLY COMPANY, INC. THROUGH THE TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE (BUYBOARD). CONSENT AGENDA.

OTHER BUSINESS

CONSIDER REQUEST OF THE SHERMAN TOURISM/MAIN STREET MANAGER TO TEMPORARILY CLOSE CERTAIN STREETS FOR THE ANNUAL SHERMAN CHRISTMAS PARADE AND SNOWFLAKE FESTIVAL ON SATURDAY, DECEMBER 3, 2016, WITH A RAIN/MAKE-UP DATE OF SATURDAY, DECEMBER 10, 2016

CLOSE STREETS FOR CHRISTMAS PARADE & SNOWFLAKE FESTIVAL

Sarah McRae, Tourism/Main Street Manager, asked the Council to temporarily close certain streets for the City's Annual Sherman Christmas Parade and Snowflake Festival on Saturday, December 3, 2016, with a rain date of Saturday, December 10, 2016.

She outlined events of the day including the St. Mary's "Run, Run, Rudolph 5K Race," Breakfast with Santa, the Snowflake Festival, the Parks and Recreation Candy Cane Hunt and Pictures with Santa, the Christmas Tree Lighting, and culminating in the Annual Parade at 6:00 p.m. The parade route will follow the normal parade route through the downtown area.

Ms. McRae said the City is working with Sherman Downtown Now to make sure all downtown businesses are aware of the scheduled events and the street closures. The goal is to have visitors "wander into" the downtown shops during the events.

ACTION TAKEN.

> **Motion by Council Member Couch to approve the request to temporarily close certain streets for the Annual Sherman Christmas Parade and Snowflake Festival on December 3, 2016, with a rain date of December 10, 2016, as presented. Second by Deputy Mayor Sofey.**

VOTING AYE: Couch, Davis, Howeth, Johnson, Sofey, Steele.
VOTING NAY: None.
MOTION CARRIED.

APPROVE THE QUARTERLY INVESTMENT REPORTS FOR QUARTER ENDED SEPTEMBER 30, 2016

QUARTERLY INVESTMENT REPORTS

The City Council approved the Quarterly Investment Reports for the quarter ended September 30, 2016. The reports are presented in accordance with State law and a separate report is included for the Debt Proceeds Portfolio that includes the Tax Note and the 2016 Certificates of Obligation proceeds, as required by the Investment Policy.

As of September 30, 2016, the portfolios were in compliance with the State laws and the City's Investment Policy. The

Operating Investment Portfolio had a book value of about $17.6 million, a decrease of about $1.8 million from the prior quarter of $19.4 million. This decrease was due to a called U.S. Agency Security, purchases and maturities of several State of Texas Obligations, a Certificate of Deposit maturity, and withdrawals from a Local Government Investment Pool.

The underlying investments were adequately diversified among four different types of securities. This portfolio is appropriately liquid, and its weighted-average maturity was about 496 days, the same as last quarter.

The portfolio yield of 0.958% for the quarter is higher than the benchmark yield of 0.59%. The portfolio value on the City's books is essentially equal to the market value of the overall portfolio.

The Debt Proceeds Portfolio balance of $8.5 million was invested in a Local Government Investment Pool with a maturity of one day. Current period transactions included the addition of interest income, approximately $478,000 for project payments and the initial debt proceeds from the 2016 Tax and Revenue Certificates of Obligation of $7.2 million. The yield of .37% was above the benchmark yield of .20% for this portfolio. Book value and market value were about the same.

CONSENT AGENDA.

APPROVE SITE PLAN J.P. HART LUMBER COMPANY (407 PROGRESS DR.)

SITE PLAN APPROVAL FOR HART LUMBER COMPANY IN THE BLALOCK INDUSTRIAL PARK; J.P. HART LUMBER COMPANY, LLC, OWNERS/TENANT; ED SNODGRASS, BENCHMARK DESIGN GROUP, LLC, CIVIL ENGINEERS/ REPRESENTATIVE; LLOYD PLYLER CONSTRUCTION, CONTRACTOR; AND UNDERWOOD DRAFTING AND SURVEYING, SURVEYOR; UNDER ORDINANCE NO. 2252, ARTICLE IV, SECTION 410 (2)(J) FOR THE CONSTRUCTION OF HART LUMBER COMPANY IN THE BLALOCK INDUSTRIAL PARK AT 407 PROGRESS DRIVE

Mayor Plyler abstained from the vote on the Consent Agenda, due to a conflict with this agenda item.

Council Members approved the Site Plan for Hart Lumber Company in the Blalock Industrial Park, located at 407 Progress Drive.

Hart Lumber Company currently has six plants in Texas that provide building materials and supplies for residential and commercial building work. They would like to expand their company into Sherman and are planning a $5.5 million to $6.5 million facility investment and up to 37 new jobs as part of the first phase of the expansion.

Hart Lumber Company plans to construct a warehouse/office and two storage buildings on a 37 acre tract, east of Progress Rail. The Planning and Zoning

Commission recommended approval of the Site Plan, subject to the Staff Review Letter.
CONSENT AGENDA.

APPROVE REPLAT CARRUS MEDICAL PLAZA (1700 BLOCK OF W. US HWY 82)

<u>REPLAT APPROVAL OF CARRUS MEDICAL PLAZA, BEING A REPLAT OF LOT 5 OF CARRUS MEDICAL PLAZA OF A REPLAT OF LOT 2 OF POST OAK CROSSING EAST ADDITION AND A 1.364 ACRE TRACT OUT OF THE URIAH BURNS SURVEY, ABSTRACT NO. 121, BEING 3.770 ACRES IN THE URIAH BURNS SURVEY, ABSTRACT NO. 121 AND BEING ALL OF LOT 5, BLOCK 1 OF THE REPLAT OF CARRUS MEDICAL PLAZA, A REPLAT OF LOT 2 OF POST OAK CROSSING EAST ADDITION; TPJ PROPERTIES, LTD AND SDB PARTNERS LLC, OWNERS; AND TEAGUE, NALL & PERKINS, INC., ENGINEER/ARCHITECT/SURVEYOR (1700 BLOCK OF WEST U.S. HIGHWAY 82)</u>
The City Council approved the Replat of Carrus Medical Plaza, being a Replat of Lot 5 of Carrus Medical Plaza of a Replat of Lot 2 of Post Oak Crossing East Addition, and a 1.364 acre tract out of the Uriah Burns Survey, Abstract No. 212, being 3.770 acres in the Uriah Burns Survey, Abstract No. 121 and being all of Lot 5, Block 1 of the Replat of Carrus Medical Plaza, a Replat of Lot 2 of Post Oak Crossing East Addition.

The property is located in the 1700 block of West U.S. Highway 82, and the owners would like to replat the property into one lot for commercial development of a medical office building.

The Planning and Zoning Commission recommended approval of the Replat, subject to the Staff Review Letter.
CONSENT AGENDA.

APPROVE EXCEPTION & FINAL PLAT (SHERMAN CROSSROADS MEDICAL ADDITION (115 & 209 W. TRAVIS ST.)

<u>EXCEPTION AND FINAL PLAT APPROVAL FOR SHERMAN CROSSROADS MEDICAL ADDITION IN THE BLALOCK INDUSTRIAL PARK; HERITAGE DEVELOPMENT PARTNERS, LLC AND JRH SHERMAN, LLC, OWNERS; BROCKETTE/ DAVIS/DRAKE, INC., CIVIL ENGINEERS/SURVEYOR; UNDER ORDINANCE NO. 2252, ARTICLE IV, SECTION 410(2)(D) TO ALLOW LOT 1, BLOCK 1 OF THE PROPOSED SHERMAN CROSSROADS MEDICAL ADDITION TO BE 1.052 ACRES AND LOT 2, BLOCK 1 TO BE 2.00 ACRES IN LIEU OF REQUIRED LOT AREA NOT TO BE LESS THAN 25 ACRES IN THE BLALOCK INDUSTRIAL PARK AT 115 AND 209 WEST TRAVIS STREET</u>
The City Council approved the Exception and Final Plat for Sherman Crossroads Medical Addition in the Blalock Industrial Park, located at 115 and 209 West Travis Street.

The Exception would allow Lot 1, Block 1 of the proposed addition to be 1.052 acres, and Lot 2, Block 1 of the addition to be 2.00 acres in lieu of the requirement that the lot area not be less than 25 acres in the Blalock Industrial Park.

The owners would like to plat the property into two lots for commercial development of a DaVita Medical Office Building and Crossroads Emergency Room in the Blalock Industrial Park.

The Planning and Zoning Commission recommended approval of the Exception and Final Plat, subject to the Staff Review Letter.
CONSENT AGENDA.

<u>SITE PLAN APPROVAL FOR CROSSROADS EMERGENCY ROOM IN THE BLALOCK INDUSTRIAL PARK; HERITAGE DEVELOPMENT PARTNERS, LLC AND JRG SHERMAN, LLC, OWNERS; BROCKETTE/DAVIS/DRAKE, INC., CIVIL ENGINEERS/SURVEYOR; YEATTS ARCHITECTURE, PLLC, ARCHITECT; AND THE BEECH GROUP, CONSTRUCTION MANAGER; UNDER ORDINANCE NO. 2252, ARTICLE IV, SECTION 410(2)(J) FOR THE CONSTRUCTION OF CROSSROADS EMERGENCY ROOM IN THE BLALOCK INDUSTRIAL PARK AT 115 WEST TRAVIS STREET</u>

APPROVE SITE PLAN CROSSROADS EMERGENCY ROOM (115 W. TRAVIS ST.)

The City Council approved the Site Plan for Crossroads Emergency Room in the Blalock Industrial Park, located at 115 West Travis Street, on the northwest corner of US Hwy 75 and West FM 1417.

The owners would like to construct a one-story 8,715 square foot, 24-hour emergency medical center on the lot.
CONSENT AGENDA.

<u>SITE PLAN APPROVAL FOR DAVITA MEDICAL OFFICE BUILDING IN THE BLALOCK INDUSTRIAL PARK; HERITAGE DEVELOPMENT PARTNERS, LLC AND JRH SHERMAN, LLC, OWNERS; BROCKETTE/DAVIS/DRAKE, INC., CIVIL ENGINEERS/SURVEYOR; LONESTAR ARCHITECTURE, ARCHITECT; AND HARKINSON INVESTMENT CORPORATION, DEVELOPER; UNDER ORDINANCE NO. 2252, ARTICLE IV, SECTION 410(2)(J) FOR THE CONSTRUCTION OF DAVITA MEDICAL OFFICE BUILDING IN THE BLALOCK INDUSTRIAL PARK AT 209 WEST TRAVIS STREET</u>

APPROVE SITE PLAN DAVITA MEDICAL OFFICE BUILDING (209 W. TRAVIS ST.)

The City Council approved the Site Plan for DaVita Medical Office Building in the Blalock Industrial Park, located at 209 West Travis Street.

The owners would like to construct a one-story, 7,500 square foot medical office building on the lot.
CONSENT AGENDA.

<u>CITIZENS REQUESTS</u>
<u>ATTENDANCE OF BOY SCOUTS AT MEETING</u>

ATTENDANCE OF BOY SCOUTS AT MEETING

Mayor Plyler welcomed Boy Scouts from Troop 66. They attended the meeting to earn a badge.

<u>MEDIA QUESTIONS</u>

MEDIA QUESTIONS

There were no media questions.

APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS

KEEP SHERMAN BEAUTIFUL COMMISSION (2)

KEEP SHERMAN BEAUTIFUL COMMISSION

ACTION TAKEN.

Motion by Deputy Mayor Sofey to appoint Michael Beck to the Keep Sherman Beautiful Commission to fill an unexpired term until January 1, 2018 and to appoint Amanda Smith for a term from November 8, 2016 to January 1, 2019. Second by Council Member Davis.

VOTING AYE: Couch, Davis, Howeth, Johnson, Sofey, Steele.
VOTING NAY: None.
MOTION CARRIED.

COUNCIL COMMENTS

POLICE DEPARTMENT BODY-WORN CAMERAS

POLICE DEPT. BODY-WORN CAMERAS

Council Member Couch commended Police Chief Otis Henry and Assistant Chief Fair saying this was a tremendous step for Sherman for the safety of the officers as well as for a tool to increase the community's accountability. Not only will they guard against possible lawsuits, but it will protect the officers.

PROJECT JUMPSTART THE HEART

PROJECT JUMPSTART THE HEART

Council Member Couch said he has received four inquiries this week about Project Jumpstart the Heart. He is excited about the program and sending the inquiries to the City staff.

VETERAN'S DAY

VETERAN'S DAY

Council Member Steele recognized all those that have served in the Armed Forces, thanking them for the freedoms that we enjoy. He urged everyone to "thank a Veteran for their service."

CONSENT AGENDA ITEMS

CONSENT AGENDA ITEMS

Council Member Davis mentioned several items that were on the Consent Agenda tonight, including the J.P. Hart Lumber Company. The company is moving into Progress Park and will spend $6 million on a factory and add 37 employees during the first phase.

There are also two construction projects, a medical office and an emergency room, in the Sherman Crossroads Addition, near the old Johnson & Johnson facility. The projects are located in an Overlay District and will have high quality building standards. He said the entire corner will probably be developed soon.

The City is also expanding Travis Street to continue through the Sherman Crossroads Addition. Council Member Davis said this points to the growth that is occurring in Sherman.

ECONOMIC GROWTH IN SHERMAN

ECONOMIC GROWTH IN SHERMAN

Deputy Mayor Sofey referenced the economic growth in Sherman mentioning the projects already discussed, as well

as the Carrus Hospital expansion and the sewer line expansion. He said there is a small amount of money that the City is putting into some projects, that have created opportunities for the Sherman Economic Development Corporation and for the City.

He said there were probably over $10 million worth of projects coming to Sherman that were on tonight's agenda. He said there is a lot going on, and commended the City Council and SEDCO for working on those projects.

ELECTION

ELECTION

Council Member Johnson asked how many people were looking forward to the Election being over tomorrow.

VETERAN'S DAY

VETERAN'S DAY

Council Member Johnson attended a Veteran's Day celebration with Mayor Plyler, Council Member Couch, and Council Member Steele. She encouraged everyone to vote tomorrow and "not to lose heart" no matter what the Election outcome is.

WOMEN ROCK FUNDRAISER

WOMEN ROCK FUNDRAISER

Council Member Howeth commended Women's Rock for a wonderful celebration of women and breast cancer, and for their recent fundraiser. She recognized Council Member Johnson, who serves on the Board of Directors of Women Rock.

Council Member Howeth said this meant a great deal to her because she is a breast cancer survivor. She said Janis Fletcher, the City's Municipal Court Clerk, was one of the first people to offer her support and the support of Women Rock.

FRIGHT FEST

FRIGHT FEST

Council Member Howeth said this year's Fright Fest was phenomenal, with thousands of people attending. She recognized employees of the Solid Waste Department that were responsible for decorating the City Council booth.

J.P. HART LUMBER COMPANY

J.P. HART LUMBER COMPANY

Mayor Plyler introduced Duane Sanders, owner of J.P. Hart Lumber Company. He said the Council appreciates their investment in Sherman and looks forward to he and his staff moving to the community.

Mr. Sanders said he is excited to be in Sherman and they believe this is an excellent location for them to expand their operation to distribute building materials throughout North Texas. He was excited to hear about the infrastructure that was being added locally.

Mr. Sanders does have ties to Sherman. His father was born and raised in Sherman and graduated in about 1940. He

added that his Dad would be "a little disappointed today." Mayor Plyler said "a lot of folks are." He added that the JV and Freshman both beat Denison.

ANNOUNCEMENTS — **ANNOUNCEMENTS**

Mayor Plyler announced the following:

- **Tomorrow is Election Day and the ballot includes a Regular Election for Districts 1 and 3, a Special Election to fill an unexpired term for District 4, and a Local Option Election to permit the legal sale of all alcoholic beverages including mixed beverages.**

- **There was also an excellent turn-out at the annual Fright Fest event. He recognized the following City employees for working during Fright Fest, Katie Turner, Environmental Code Department; Ben Taylor, Solid Waste Department; Jim Bradley, Solid Waste Department; Lee Williford, Solid Waste Department; Eric Becker, Solid Waste Department; Linda Ashby, City Clerk's Office; Debbie Brown, City Attorney's Office; and Pamela Cloer, City Manager's Office.**

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

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

SECTION 551.071	**CONSULTATION WITH CITY ATTORNEY CONCERNING PENDING OR CONTEMPLATED LITIGATION**
SECTION 551.087	**DELIBERATE REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS: 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**

On Motion duly made and carried, the Open Meeting recessed and reconvened in Executive Session at 5:42 p.m.

On Motion duly made and carried, the Executive Session recessed at 5:54 p.m. and reconvened in Open Meeting.

OPEN MEETING — **OPEN MEETING**

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

ADJOURNMENT — **ADJOURNMENT**

On Motion duly made and carried, the meeting adjourned at 5:56 p.m.

____
MAYOR

____
CITY CLERK

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **Agenda Item No. B. 1.**

Meeting Date: 11/21/2016

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

SPECIAL PRESENTATION

Council Member Tammy Johnson's Presentation of an Award to the Police Association and Fire Association

Issue:

Councilwoman Johnson would like to award funds from the First Responder Signs to the Police and Fire Associations

Background:

In July of this year, Councilwoman Tammy Johnson, in conjunction with like-minded community members, purchased 500 signs supporting Sherman's police and first responders. Those signs were sold over the course of the intervening months for $10.00 each, with proceeds earmarked for the Sherman Police and Fire Departments. This presentation will mark the transfer of those funds and thus the completion of Councilwoman Johnson's program.

Origination:

Council Member Tammy Johnson

Financial Consideration:

There is no financial impact to be considered.

SHERMAN CITY COUNCIL
Agenda Communication Form

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

Meeting Date: 11/21/2016
Prepared By: Linda Ashby, City Clerk
Approved By: Robby Hefton, City Manager

Caption:
CANVASS OF ELECTION RETURNS

Issue:
A tally sheet will be prepared for the City Council to use in their canvass of the Regular and Special Municipal Elections of November 8, 2016. The Early Voting Ballot Board will meet on November 16th to process Provisional Ballots and determine which ones meet the requirements to be counted. The tally sheet will be provided to the City Council at the Council Meeting.

Background:
The Texas Election Code requires that the City Council canvass the votes by precinct and declare that the Election is official.

Origination:
The tally sheet will be prepared from the official printout obtained November 8, 2016 after the Election and the results of the Early Voting Ballot Board's review of Provisional Ballots.

Financial Consideration:
There is no specific cost associated with canvassing the Election.

Staff Recommendation:
It is recommended that the City Council canvass the Election.

Alternatives:
There is no viable alternative.

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **Agenda Item No. C. 2.**

Meeting Date: 11/21/2016
Prepared By: Linda Ashby, City Clerk
Approved By: Robby Hefton, City Manager

Caption:
RESOLUTION NO. 6161
Declaring the Results of the November 8, 2016 Regular and Special Municipal Elections held in the City of Sherman, Grayson County, Texas

Issue:
In order to accommodate the Texas Election Code, the City Council must canvass no earlier than the 8th day after the Election and no later than the 14th day after the Election. Therefore, the canvass must be held between November 16 and November 22, 2016. The Early Voting Ballot Board will meet on November 16th to process Provisional Ballots and determine which ones meet the requirements to be counted. The Resolution with the final votes will be provided to the City Council at the Council Meeting.

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

Origination:
The canvass of Election returns originated with the City Clerk's Office.

Financial Consideration:
There is no specific cost associated with canvassing the Election and adopting Resolution No. 6161.

Staff Recommendation:
It is recommended that the City Council canvass the Election of November 8, 2016 and adopt Resolution No. 6161.

Alternatives:
There is no viable alternative.

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **Agenda Item No. C. 3.**

Meeting Date: 11/21/2016
Prepared By: Linda Ashby, City Clerk
Approved By: Robby Hefton, City Manager

Caption:
RECOGNITION OF OUTGOING COUNCIL MEMBERS

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **Agenda Item No. D. 1.**

Meeting Date: 11/21/2016
Prepared By: Linda Ashby, City Clerk
Approved By: Robby Hefton, City Manager

Caption:
OATH OF OFFICE AND PRESENTATION OF CERTIFICATE OF ELECTION

Issue:
The official Statements of Elected Officer have been filed with the Sherman City Clerk; and the newly elected members of the City Council may take the Oath of Office as required by law. They will also be presented with official Certificates of Election.

Background:
Pursuant to the City Charter, Article X, Section 4, all elected officers shall, before entering upon the duties of their respective offices, take and subscribe to the official oath prescribed by the Constitution of the State of Texas. The Oath of Office shall be administered by the City Clerk.

Origination:
The Oath of Office presentation originated with the City Clerk's Office.

Financial Consideration:
There is no specific cost associated with taking the Oath of Office.

Staff Recommendation:
It is recommended that the newly elected City Council Members take the Oath of Office.

Alternatives:
There is no viable alternative.

Attachments

Oath of Office

OATH OF OFFICE

I, ___State your name__________

DO SOLEMNLY SWEAR,

THAT I WILL FAITHFULLY

EXECUTE THE DUTIES

OF _____State you position____

IN THE CITY OF SHERMAN

OF THE STATE OF TEXAS

AND WILL TO THE BEST OF MY ABILITY

PRESERVE, PROTECT, AND DEFEND

THE CONSTITUTION AND LAWS

OF THE UNITED STATES

AND OF THIS STATE

SO HELP ME GOD.

SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting **Agenda Item No. E. 1.**

Meeting Date: 11/21/2016

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:

G. 3. **** OTHER BUSINESS***

Approval of the 2016 Ad Valorem Tax Roll Value and Tax Levy

SHERMAN CITY COUNCIL
Agenda Communication Form

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

Meeting Date: 11/21/2016

Prepared By: Clay Barnett, Director of Public Works and Engineering

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6162

Authorizing the Execution of a Professional Services Agreement with Huitt-Zollars, Inc. for Preliminary Engineering and Right-of-Way/Easement Documents for the Schematic Design Layout and Environmental Studies to Develop the Friendship Road from S.H. 56 to U.S. Highway 82 Extension Project

Issue:

A contract for professional services with Huitt-Zollars, Inc. for the development of the Friendship Road from S.H. 56 to U.S. Highway 82 Extension Project

Background:

At the June 21, 2016 City Council Budget Planning Meeting, the extension of Friendship Road was identified as a thoroughfare development project. The proposed contract with Huitt-Zollars, Inc. will include the preliminary engineering design of a minor arterial street from S.H. 56 to U.S. Highway 82.

Origination:

City Council

Financial Consideration:

The fee for engineering services will be $572,000.00. Funding for these engineering services will be provided by the bond issuance.

Staff Recommendation:

It is recommended that the contract for professional engineering services with Huitt-Zollars, Inc., for preliminary engineering and right-of-way/easement documents for the Friendship Road from S.H. 56 to U.S. Highway 82 Extension Project, be approved.

Alternatives:

Those as may be directed by the City Council

Attachments

Resolution No. 6162
Agreement for Professional Services
Location Map

RESOLUTION NO. 6162

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH HUITT-ZOLLARS, INC. FOR PRELIMINARY ENGINEERING AND RIGHT-OF-WAY/EASEMENT DOCUMENTS FOR THE SCHEMATIC DESIGN LAYOUT AND ENVIRONMENTAL STUDIES TO DEVELOP THE FRIENDSHIP ROAD FROM S.H. 56 TO U.S. HIGHWAY 82 EXTENSION PROJECT; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a Professional Services Agreement with Huitt-Zollars, Inc. for preliminary engineering and right-of-way/easement documents for the schematic design layout and environmental studies to develop the Friendship Road from S.H. 56 to U.S. Highway 82 Extension Project, in accordance with all contract documents attached hereto and made a part hereof for all purposes.

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

PASSED AND APPROVED on this the __________ day of ____________________, 2016.

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

AGREEMENT FOR PROFESSIONAL SERVICES

THIS Agreement for Professional Services ("Agreement") is entered into ____________ by and between the CITY OF SHERMAN, TEXAS, hereinafter referred to as the "City", and Huitt-Zollars, Inc., a Texas corporation, hereinafter referred to as "Company".

WHEREAS, the City desires Company to perform certain work and services set forth in the Scope of Services attached hereto as Exhibit A and incorporated herein (the "Scope of Services") (the work and services to be provided by the Company under this Agreement, including all plans, drawings, specifications, designs, reports, records, and other work product, and estimates, set forth in the Scope of Services and otherwise described or referred to herein are referred to in this Agreement as the "Services"); and

WHEREAS, the Company has expressed a willingness and desires to perform the Services as set forth in this Agreement.

NOW, THEREFORE, the City of Sherman, Texas and Huitt-Zollars, Inc. in consideration of the covenants and agreements set forth herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, do hereby contract and agree as follows:

ARTICLE I

GENERAL

The Company shall furnish and pay for all labor, tools, materials, equipment, supplies, transportation and management necessary to perform all Services set forth in Article II hereof for the City in accordance with the terms, conditions and provisions of the Scope of Services, attached hereto as Exhibit "A" and incorporated herein for all purposes, and all of the terms, conditions, and provisions of this Agreement. The City may, at any time, stop any Services by the Company upon giving the Company written notice. Company shall be bound to City by the terms, conditions and responsibilities toward the City for Company's services set forth in this Agreement.

Company shall serve as City's design professional and engineering representative for the project for which the Services are being provided by Company, providing professional engineering services, consultation and advice with respect thereto. Company's work and services consist of that work and services performed by Company and its owners, directors, officers, employees, agents, contractors, subcontractors, representatives, and consultants.

Company shall perform all work hereunder in a manner satisfactory and acceptable to City in accordance with the terms and conditions of this Agreement, including (without limitation) the standard of care set forth in this Agreement. Company shall perform all of its services in a timely and professional manner, utilizing at all times an economical and expeditious manner for performing such services. No less than monthly, Company shall keep City informed, orally or in writing (as requested by City), as to the status of all services of Company in process. All oral information shall be subsequently confirmed in writing.

Company shall not begin work on any Services described herein or other work until City directs Company in writing to proceed.

Company will use its professional skill, judgment and abilities in the performance of its work and Services hereunder, and all work and Services performed under this Agreement shall be conducted in a manner consistent with that level of care and skill ordinarily exercised by reputable members of the engineering profession currently practicing in the same locality in which the work and Services hereunder are being provided under similar conditions. Company shall re-perform and otherwise remedy any work or Services provided by or for Company not meeting or satisfying this standard of care without additional compensation. Further, Company shall perform all services in accordance with, and Company's work product shall comply with, any applicable law, rule, statute, ordinance, regulation, standard, policy or order of any federal, state or local governmental entity or agency having jurisdiction over any matter related to this Agreement or the project for which the Services are being provided by the Company. Company shall be wholly and solely responsible for any work or Services provided by any officer, employee, agent, representative, contractor or subcontractor of Company.

Company represents that it is authorized to practice civil engineering in the State of Texas and that any necessary licenses, permits or other authorization to practice civil engineering and professional surveying and to provide the Services set forth herein have been heretofore acquired as required by law, rule or regulation. Company agrees and acknowledges that City is entering into this Agreement in reliance on Company's professional abilities with respect to performing the Services set forth herein.

Notwithstanding anything to the contrary in this Agreement, the Company is and shall be construed to be an independent contractor exercising control over its work and services and the manner in which it is performed. Nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture, a joint enterprise relationship, or to allow the City to exercise discretion or control over the professional manner in which the Company performs the work and Services which are the subject matter of this Agreement; provided always however that the work and Services to be provided by Company shall be provided in a manner consistent with all applicable laws, standards, rules and regulations governing such work and Services. The method and manner in which Company's work and Services hereunder shall be performed shall be determined by Company in its sole discretion. The officers, employees, agents, and representatives of, and the methods, equipment and facilities used by, the Company shall at all times be under the Company's exclusive direction and control.

ARTICLE II

SERVICES

A. The following services, when authorized in writing by a Notice to Proceed, shall be performed by the Company in accordance with the City's requirements:

> PREPARATION OF ALL PLANS, SPECIFICATIONS, DRAWINGS, DESIGNS, DOCUMENTS, REPORTS, RECORDS, OTHER WORK PRODUCT, AND ESTIMATES NECESSARY FOR THE DEVELOPMENT OF FRIENDSHIP ROAD FROM SH 56 TO U.S. HWY 82 IN THE CITY OF SHERMAN, TEXAS – A LENGTH OF APPROXIMATELY 3 ¼ MILES, DESCRIBED IN THE SCOPE OF SERVICES ATTACHED HERETO AS EXHIBIT "A".

B. Company shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, plans and other work and Services furnished by for, or on behalf of Company under this Agreement. Company shall, without additional compensation, correct or revise any errors or deficiencies in the design, drawings, specifications, plans and other work and Services.

C. Neither City's review, approval or acceptance of, nor payment for any of the Services required or provided under this Agreement, shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement or a release of the responsibility and liability of Company, its owners, officers, employees, subcontractors, agents and consultants for the accuracy and competency of the same, and Company shall be and remain liable to City in accordance with applicable law for all damages to City caused by Company's negligent performance of or willful misconduct in connection with any of the Services or any other services or work furnished by or on behalf of Company under or in connection with this Agreement, nor shall such review, approval, acceptance, or payment be deemed to be an assumption of or an indemnification for such responsibility or liability by City for any defect, error or omission in the same, and shall not constitute nor be deemed a release of the responsibility and liability of Company, its employees, associates, agents and consultants for the accuracy or competency of their designs, working drawings and specifications, or other Services, documents and work, it being understood that City at all times is relying on Company's skill and knowledge in preparing and providing the Services.

D. The rights and remedies of City and Company under this Agreement are as provided by law.

E. Notwithstanding City's review, approval, or acceptance of, or payment for, any plans, drawings, specifications, or any other work product or Services of Company, Company represents that (i) such plans, drawings, specifications, and other work product or Services (and including, without limitation, as the same may be amended or supplemented by Company), (i) shall be sufficient and adequate for the project and fit for the purposes for which they are intended, and (ii) shall, to the best of Company's knowledge, information and belief as a civil engineer performing the practice of civil engineering in accordance with the standards, duties, and obligations set forth herein, be free from material error, and shall be satisfactory to City. In accordance with the standard of care set forth herein, Company agrees that if it shall recommend unsuitable materials in connection with the project for which the Services are being provided by the Company or this Agreement or if the design of the project should be defective in any way, Company will assume sole responsibility for any damages, loss, claims, or expenses to the extent caused by Company's recommendation of unsuitable materials or defective design.

ARTICLE III

PAYMENT

A. City shall pay Company for all Services authorized in writing and properly performed by Company on the basis herein described, subject to additions or deletions for changes or extras agreed upon in writing, and subject to the City's right to withhold payment pursuant to the terms of this Agreement.

B. Partial payment shall be paid based upon a percentage of work completed. Company shall submit to City monthly invoices for its Services under this Agreement. Each invoice shall be accompanied by such documentation as the City may require to verify the accuracy of the invoice, including an itemized statement of reimbursable costs incurred (if any), and the sum of all prior payments under this Agreement. Company shall not be entitled to any compensation for any Services or work not actually performed or for any lost profits as a result of any abandonment or suspension of any Services or work by the City.

Any provision hereof to the contrary notwithstanding, City shall not be obligated to make payment to Company hereunder if:

1. Company is in default of any of its obligations under this Agreement or any other documents in connection with the Services or the project (and payment may be withheld to the extent of any such default);

2. Any part of such payment is attributable to any work or Services of Company which are not performed in accordance with this Agreement;

3. Company has failed to make payment promptly to subcontractors or consultants or other third parties used by Company in connection with Company's Services or other work hereunder for which the City has made payment to Company; or

4. If City, in its good faith judgment and after consultation with Company, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the Company's Services or other work under this Agreement, no additional payments will be due Company hereunder unless and until Company performs a sufficient portion of its Services so that such portion of the compensation remaining unpaid is determined by City to be sufficient to complete the Company's Services or other work.

C. Upon complete performance of this Agreement by Company and final approval and acceptance of Company's Services by City, City will make final payment to Company of the balance due under this Agreement within thirty (30) days of the following month after final payment for such Services has been billed by Company.

D. City may deduct from any amounts due or to become due to Company any sum or sums owing by Company to City. In the event of any breach by Company of any provision or obligation of this Agreement, or in the event of the assertion by other parties of any claim or lien against City, or the City's premises or property, arising out of Company's performance of this Agreement, City shall have the right to retain out of any payments due or to become due to

Company an amount sufficient to completely protect the City from any and all loss, damage or expense there from, until the breach, claim or lien has been satisfactorily remedied or adjusted by the Company.

E. Company shall not be entitled to any compensation for any Services or work not actually performed or for any lost profits as a result of any abandonment or suspension of any Services or other work by the City.

ARTICLE IV

TIME FOR PERFORMANCE

A. Company shall perform all Services and any other work as provided for under this Agreement in a proper, efficient and professional manner. Subject to the terms and provisions of this Agreement, both parties have agreed to the provisions of this Agreement in anticipation of the orderly and continuous progress of the Services through completion of the Scope of Services specified in Exhibit "A", attached hereto.

B. In the event Company's performance of this Agreement is delayed or interfered with by acts of the City or others, Company may request an extension of time for the performance of same as hereinafter provided, but shall not be entitled to any increase in fee or price, or to damages or additional compensation as a consequence of such delays.

C. No allowance of any extension of time, for any cause whatsoever, shall be claimed by or made to the Company, unless Company shall have made written request upon City for such extension within forty-eight (48) hours after the cause for such extension occurred, and unless City and Company have agreed in writing upon the allowance of additional time to be made.

ARTICLE V

DOCUMENTS

A. All instruments of service (including all plans, specifications, drawings, reports, information, designs, documents, computations, computer programs, estimates, surveys, other data or work items, etc., in whatever form or format (whether electronic or otherwise)) prepared by or for Company under or in connection with this Agreement shall be submitted for approval of the City. All instruments of service shall be professionally sealed as may be required by law or by City.

B. All such instruments of service, together with necessary supporting documents, shall be delivered to City, and shall be, belong to, and remain the sole property of the City for the City's exclusive reuse at any time, and the City shall have unlimited rights, for the benefit of City, in all instruments of service, including the right to use same on any other work of City without additional cost to City. The City shall have the right to use such instruments of service for the purpose of completing the project for which the instruments of service were prepared or for such other purposes as the City may deem appropriate; provided, however, that should the City use the same for a purpose not in connection with the project, the City does so at its own risk.

C. Company agrees to and does hereby grant and assign to City all intellectual property rights (whether copyright or otherwise) in and to all such instruments of service in which Company may have a copyright or other intellectual property interest, and to all designs as to which Company may assert any rights or establish any claim under patent, copyright, or other intellectual property laws. Company, after completion of the Services and final payment, agrees to furnish the originals of all such instruments of service to the City (or, if this Agreement is terminated or the project for which the Services are being provided is abandoned prior to such completion, Company shall provide the originals of all such instruments of service (whether finished or unfinished) to the City upon such termination or abandonment and the payment of any amounts then due the Company pursuant to this Agreement).

D. All documents or other instruments of service supplied by or on behalf of Company to City as provided herein shall be in Microsoft Word 2007 or compatible with Microsoft Word 2007.

ARTICLE VI

TERMINATION

A. City may suspend or terminate this Agreement at any time and for any reason (or for no reason), in its sole discretion, by giving written notice to the Company. In the event of such suspension or termination by City, Company shall have no recourse against City, except for payment for the Services of Company, in accordance with the terms of this Agreement, reasonably determined by the City to have been properly performed hereunder prior to the suspension or termination and for which Company has not been paid. Such payment will be due upon delivery of all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items, or any other instruments of service, in whatever form or format, prepared by, for, or on behalf of Company in connection with this Agreement, to City.

B. Either City or Company may suspend or terminate this Agreement because of a breach of this Agreement by the other party, such suspension or termination to be effective ten (10) days after receipt by the breaching party of a written notice specifying such breach, unless the breaching party corrects such breach or presents a mutually agreeable plan to cure such breach within such time. In the event of such suspension or termination, payment to the Company, in accordance with the terms of this Agreement, will be made on the basis of Services reasonably determined by City to be satisfactorily performed prior to the date of suspension or termination. Such payment will be due upon delivery of all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items, or any other instruments of service, in whatever form or format, prepared by, for, or on behalf of Company in connection with this Agreement, to City.

In the event of such termination, City may proceed to complete the Services in any manner deemed proper by City, either by the use of its own forces or by resubmitting to others.

In the event of such termination, City may, without terminating this Agreement or taking over the Services, furnish the necessary materials, equipment, supplies and/or help necessary to remedy the situation, at the expense of the Company.

C. Should the City require a modification of this Agreement, and in the event City and Company fail to agree upon such modification, either City or Company shall have the option in their respective sole discretion of terminating this Agreement. In the event of such termination, payment to Company shall be made by the City in accordance with the terms of this Agreement, for the Services mutually agreed upon by the City and the Company to be properly performed by the Company prior to such termination date. Such payment will be due upon delivery of all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items, or any other instruments of service, in whatever form or format, prepared by, for, or on behalf of Company in connection with this Agreement, to City.

D. In the event of termination of this Agreement for cause or breach of this Agreement, Company shall promptly deliver to City all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items, or any other instruments of service, in whatever form or format, prepared by, for, or on behalf of Company in connection with this Agreement, to City.

ARTICLE VII

INSURANCE

A. In connection with this Agreement, Company shall provide and maintain the minimum insurance coverages set forth below:

1. Company shall provide and maintain Workers Compensation at statutory limits, including Employers Liability coverage a minimum limits of $500,000 each-occurrence each accident/$500,000 by disease each-occurrence/$500,000 by disease aggregate.

2. Company shall provide and maintain in full force and effect during the time of this Agreement, commercial automobile liability insurance (including, but not limited to, insurance covering the operation of owned, non-owned, and hired automobiles, trucks and other vehicles) protecting Company and City as an additional Insured at minimum combined single limits of $1,000,000 per occurrence for bodily injury and property damage.

3. Company shall provide Commercial General Liability Insurance at minimum combined single limits of $1,000,000 per-occurrence and $2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations ($1,000,000 products/ completed operations aggregate) and contractual liability. Coverage for

products/completed operations must be maintained for at least two (2) years after the construction work has been completed. Coverage must be amended to provide for an each- project aggregate limit of insurance.

4. Company shall also provide and maintain Professional Liability coverage at minimum limits of $2,000,000.00 covering claims resulting from engineering errors and omissions. Such insurance shall be kept in effect for at least four (4) years after the completion of the Services and this Agreement. If Company fails to maintain the insurance covered during that time, City may pay the premiums to keep the insurance in effect and recover the cost from the Company. If coverage is written on a claims-made basis, a policy retroactive date equivalent to the inception date of this Agreement (or earlier) must be maintained during the full term of this Agreement and for the four year period thereafter.

B. With reference to the foregoing insurance, Company shall specifically endorse applicable insurance policies as follows:

1. The City of Sherman, Texas shall be named as an additional insured with respect to General Liability and Automobile Liability.

2. All liability policies with the exception of professional liability shall contain no cross liability exclusions or insured versus insured restrictions.

3. A waiver of subrogation in favor of the City of Sherman, Texas shall be contained in the Workers Compensation and all liability policies.

4. All insurance policies shall be endorsed to the effect that the City of Sherman, Texas will receive at least sixty (60) days' notice prior to cancellation or non-renewal of the insurance.

5. All insurance policies, which name the City of Sherman, Texas as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.

6. Required limits may be satisfied by any combination of primary and umbrella liability insurances.

7. Company may maintain reasonable and customary deductibles, subject to approval by the City of Sherman, Texas

8. Insurance must be purchased from insurers that are financially acceptable to the City of Sherman, Texas.

C. All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, delivered to the City simultaneously with the execution of this Agreement, and shall contain provisions representing and warranting the following:

1. Set forth all endorsements and insurance coverages according to requirements and instructions contained herein.

2. Shall specifically set forth the notice-of-cancellation or termination provisions to the City of Sherman, Texas,

3. Upon request, Company shall furnish the City of Sherman, Texas with certified copies of all insurance policies.

D. City reserves the right to review the insurance requirements contained herein and to adjust coverages and limits when deemed necessary and prudent by City.

ARTICLE VIII

COMPANY'S INDEMNIFICATION OBLIGATION

Company covenants and agrees to FULLY INDEMNIFY AND HOLD HARMLESS the City of Sherman, Texas and the elected officials, the officers, employees, representatives, and volunteers of the City of Sherman, Texas, individually or collectively, in both their official and private capacities (the City of Sherman, Texas, and the elected officials, the officers, employees, representatives, and volunteers of the City of Sherman, Texas each being a "Sherman Person" and collectively the "Sherman Persons"), from and against any and all costs, claims, liens, harm, damages, losses, expenses, fees, fines, penalties, proceedings, judgments, actions, demands, causes of action, liability and suits, of any kind and nature whatsoever, made upon or incurred by any Sherman Person, whether directly or indirectly, (collectively, the "Claims"), that arise out of, result from, or relate to an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by the Company or the Company's agent, consultant under contract, or another entity over which the Company exercises control (such agent, consultant under contract, or another entity being "Company Persons"). SUCH INDEMNITY AND HOLD HARMLESS OBLIGATION SHALL AND DOES INCLUDE CLAIMS FOUND TO HAVE BEEN CAUSED IN PART BY THE NEGLIGENCE OF A SHERMAN PERSON. However

when Claims arise out of the co-negligence of a Sherman Person and the Company or any Company Persons, Company's liability under this clause shall be reduced by that portion of the total amount of the Claims equal to the Sherman Person or Persons' proportionate share of the negligence that caused the loss attributable to such negligence. Likewise, Company's liability for Sherman Person's defense costs and attorneys' fees shall be reduced by that portion of the defense costs and attorneys' fees equal to Sherman Person or Persons' proportionate share of the negligence that caused the loss attributable to such negligence.

Company shall promptly advise the City in writing of any claim or demand against any Sherman Person or Company or Company Person related to or arising out of Company's activities under this Agreement. The Sherman Persons shall have the right, at the Sherman Persons' option and at own expense, to participate in such defense without relieving Company of any of its obligations hereunder. The provisions of any indemnity, and hold harmless obligation set forth in this Agreement shall survive the termination or expiration of this Agreement.

ARTICLE IX

COMPANY INDEMNIFICATION FOR EMPLOYEES

Company agrees that it is an independent contractor and not an agent of the City, and that Company is subject, as an employer, to all applicable unemployment compensation statutes, laws, rules, and regulations, so as to relieve City of any responsibility or liability from treating Company's employees as employees of City for the purpose of keeping records, making reports or payments of unemployment compensation taxes or contributions. WITHOUT LIMITING THE INDEMNITY, AND HOLD HARMLESS OBLIGATION SET FORTH IN ARTICLE VIII AND ANY OTHER INDEMNITY, AND HOLD HARMLESS PROVISION INCLUDED IN THIS AGREEMENT, COMPANY FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY OF SHERMAN, TEXAS AND ALL OTHER SHERMAN PERSONS (AS DEFINED IN ARTICLE VIII) FROM AND AGAINST AND REIMBURSE THE SAME FOR ANY CLAIMS, COSTS, LIENS, HARM, DAMAGES, LOSSES, FEES, PROCEEDINGS, ACTIONS, CAUSES OF ACTION, DEMANDS, PENALTIES, FINES, JUDGMENTS, SUITS, EXPENSES OR LIABILITY OF ANY KIND OR NATURE INCURRED UNDER OR RELATED TO SAID STATUTES OR IN CONNECTION WITH EMPLOYEES OF COMPANY.

ARTICLE X

ASSIGNMENT

Company shall not and has no power or authority to sell, assign, transfer, or otherwise convey (by any means, including by operation of law or otherwise), or subcontract, this Agreement or any right, duty, obligation or part thereof, without the prior written consent of City. Sale of more than 50% ownership of Company shall be construed as an assignment, transfer, or other conveyance, and any such sale, assignment, transfer, or other conveyance, or subcontract, without the City's prior written consent shall be null and void *ab initio*.

ARTICLE XI

APPLICABLE LAWS; GOVERNING LAW; VENUE

Company shall comply with all Federal, State, County and Municipal laws, ordinances, regulations, safety orders, resolutions and codes (including, without limitation, building and related codes), including but not limited to the Americans With Disabilities Act and Chapter 469 of the Texas Government Code (relating to elimination of architectural barriers), relating or applicable to the work and Services to be performed under this Agreement.

This Agreement is performable in Grayson County, State of Texas and shall be governed by the laws of the State of Texas; and, with respect to any conflict of law provisions, the parties agree that such conflict of law provisions shall not affect the application of the law of Texas (without reference to its conflict of law provisions) to the governing, interpretation, validity and enforcement of this Agreement. Venue on any suit or matter hereunder shall be exclusively in Grayson County, Texas.

ARTICLE XII

ADJUSTMENTS IN SERVICES

No claims for extra services, additional services or changes in the services will be made by Company without a written agreement with City prior to the performance of such services.

ARTICLE XIII

EXECUTION BECOMES EFFECTIVE

This Agreement will be effective upon the last of the representatives of the parties to execute this Agreement, as set forth below.

ARTICLE XIV

AGREEMENT AMENDMENTS

This Agreement contains the entire and integrated understanding of the parties with respect to the subject matter hereof and there are no oral understandings, statements or stipulations bearing upon the meaning or effect of this Agreement which have not been incorporated herein. This Agreement may only be modified, amended, supplemented or waived by a written instrument executed by duly authorized representatives of the parties, except as may be otherwise provided therein.

ARTICLE XV

GENDER AND NUMBER; HEADINGS

The use of any gender in this Agreement shall be applicable to all genders, and the use of singular number shall include the plural and conversely. Article and section headings are for convenience only and shall not be used in interpretation of this Agreement.

ARTICLE XVI

NOTICES AND AUTHORITY

A. The Company agrees to send all notices required under this Agreement to the City Manager of the City of Sherman at 220 W. Mulberry St., Sherman, TX 75090.

B. The City agrees to send all notices required under this Agreement to the Company at 1717 McKinney Ave., Suite 1400, Dallas, TX 75202-1236.

C. For purposes of this Agreement, notices and all other communications provided for herein shall be in writing, addressed as provided hereinafter to the party to whom the notice or request is given, and shall be either (i) delivered personally, (ii) sent by United States certified mail, postage prepaid, return receipt requested, or (iii) placed in the custody of Federal Express Corporation or other nationally recognized carrier to be delivered overnight. Notice shall be deemed given when received. From time to time either party may designate another address within the 48 contiguous states of the United States for all purposes of this Agreement by giving the other party not less than ten (10) days advance notice of such change of address in accordance with the provisions hereof.

D. The undersigned officers and/or agents of each of the parties hereto are the properly authorized officials or representatives and have the necessary authority to execute this Agreement on behalf of each of the respective parties.

ARTICLE XVII

MISCELLANEOUS

A. No Third Party Benefits. This Agreement and each of its provisions are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any third person or entity.

B. Rights and Remedies Cumulative; No Waiver; Survival of Remedies. The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law statute, ordinance, or otherwise. The failure by either party to exercise any right, power, or authority given to it by this Agreement, or to insist upon strict compliance with the terms of this Agreement, shall not constitute a waiver of the terms and conditions of this Agreement with respect to any other or subsequent breach thereof, nor a waiver by such party of its rights at any time thereafter to require exact and strict compliance with all the terms hereof. Any rights and remedies either party may have with respect to the other arising out of this Agreement shall survive the cancellation, expiration or termination of this Agreement.

C. Severability. The terms and provisions of this Agreement are severable, and if any term or provision is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable term or provision is not a part hereof, and the remaining provisions hereof shall remain in full force and effect. In lieu of any illegal, invalid or unenforceable term or provision herein, the parties agree to seek to negotiate the insertion of a term or provision as similar in its terms to such illegal, invalid or unenforceable term or provision as may be possible, with the intent that such added term or provision is legal, valid and enforceable.

D. Release of Information. Company shall not divulge or release any information concerning the project or this Agreement to the public, including any the media representative, without City's prior written consent.

E. Force Majeure. Neither party is liable to the other for any damages for delay in performance caused by acts of God, strikes, lockouts, accidents, fire, casualty, labor trouble, failure of power, governmental authority, riots, insurrections, war, acts or threats of terrorism, or other events or reasons of a like nature which are beyond the control of the party obligated to perform and not avoidable by the diligence of that party ("Event of Force Majeure"); in such event, the party obligated to perform give the other party prompt notice of such delay and the performance of this Agreement shall be excused for the period of such delay. If such an event necessitates a change in the time required for performance of any act or services hereunder, subject to the other terms and provisions of this Agreement, the parties shall make an equitable adjustment of the schedule and price; provided, however, that the party obligated to perform shall continue to promptly perform all of its obligations under this Agreement while the parties are determining the nature and extent of any such adjustments.

F. Authorized Signatories. The undersigned officers and/or agents of the parties hereto are the properly authorized officials or representatives and have the necessary authority to execute this Agreement on behalf of each of the respective parties, and each party hereby certifies to the other that any necessary resolutions or other act extending such authority have been duly passed and are now in full force and effect.

IN WITNESS WHEREOF, parties have caused this Agreement to be executed in duplicate this _____ day of ___________________ 2016, with an original to each party.

COMPANY: ____Huitt-Zollars, Inc.___________________________

BY: ____

NAME: __John Ho, P.E.__________________________
1717 McKinney Ave., Suite 1400, Dallas, TX 75202-1236

TITLE: Vice President

ATTEST: BY: ____

NAME: ____

TITLE: ____

COMPANY: ____Huitt-Zollars, Inc.___________________________

BY: ____

NAME: __William E. Kallas, P.E.__________________
1717 McKinney Ave., Suite 1400, Dallas, TX 75202-1236

TITLE: Vice President

ATTEST: BY: ____

NAME: ____

TITLE: ____

CITY: **CITY OF SHERMAN**

BY: ____

NAME: Robby Hefton

TITLE: City Manager

ATTEST: **BY: _______________________________________**

NAME: Linda Ashby

TITLE: City Clerk

APPROVAL RECOMMENDED:

____

Clint Philpott, P.E., City Engineer

APPROVED AS TO FORM:

____

Brandon S. Shelby, City Attorney

ATTACHMENT 'A'
SCOPE OF SERVICES
FRIENDSHIP ROAD IMPROVEMENTS
PRELIMINARY ENGINEERING & R.O.W. / EASEMENT DOCUMENTS

PROJECT DESCRIPTION:

This project includes design related to professional services for the development of Friendship Road from SH 56 to US Hwy 82 in the City of Sherman, Texas – a length of approximately 3¼ miles. For the southern 1 mile of the project length, the existing rural 2-lane section of Friendship Road will be reconstructed as a 4-lane divided urban arterial, with a raised grassy median and left-turn lanes where appropriate. The same concept will be applied to the northern 1 mile rural 2-lane section of Friendship Road from US 82 to its current 90 degree curve. The proposed Friendship Road will be on a 'new alignment' connecting the northern and southern segments, and will pass over the existing dam at Sand Creek. An alternatives analysis will determine the preferred alignment based on environmental constraints, impacts to the dam and to residential/commercial properties, and engineering feasibility.

The scope of services will include field topographic surveying for design, field surveying for establishing existing right-of-way and easements, preliminary environmental investigation, preliminary geotechnical investigation, roadway horizontal and vertical design, hydraulic analysis, preliminary bridge layouts, drainage design, public involvement, and probable construction cost estimates. The intent is to develop schematic design milestones for the purpose of ROW and easement acquisitions. Further plans development will be performed under separate contract.

SCOPE OF SERVICES:

A. Preliminary Engineering (Schematic Plans)

1. Kick-off meeting with City staff to discuss key design issues, preliminary alternatives, project schedule and final deliverables.
2. Obtain, from the City, applicable existing street, drainage and utility as-built plans; plats and right-of-way maps within the project area. Conduct a review of the available information.
3. Site visit to identify and document physical elements and site constraints that will affect the design process.
4. Advance the preliminary design and meet with the City to discuss advantages / disadvantages of alternatives based on map of existing conditions, concept sketches, and opinions of construction costs.
5. Prepare a schematic layout of the selected roadway alignment, bridge layouts, and drainage appurtenances and present a roll plot on 24" wide paper to the city for review and approval. Cross-sections at 100' intervals will be provided ensure necessary and adequate right-of-way to accomplish project goals.
6. Drainage Design as required to justify related drainage easements acquisition.
7. Prepare exhibits and presentation for Public Meeting / Open House. Coordinate with City on the agenda for the meeting and give technical portion of the presentation, if required.
8. Prepare a probable engineering construction cost estimate.

Preliminary Engineering Phase Deliverable Summary

1. Schematic Design Roll Plot including plan & profile, 1" = 50', 4 - 24"x96" rolls, 3 copies
2. Design Cross-Sections at 100' intervals, 1"=10', 65 – 11"x17" sheets, 3 copies
3. Drainage study report, 3 copies
4. Probable engineering construction estimate.

B. Hydrology/Hydraulic Study

B1. Dam and Spillway

1. Acquire and review existing studies from FEMA and NRCS.
2. Perform field evaluation to estimate roughness coefficients and site constraints.
3. Create duplicate effective, revised effective and proposed conditions hydraulic models for stream portion approximately 400 feet downstream of dam embankment.
4. Prepare hydraulic report.
5. Attend up to two coordination meetings with City staff.
6. Meet with NRCS to explain and obtain approval of concept for roadway and bridge over embankment.

B2. Floodplain Zone A

1. Perform field evaluation to estimate roughness coefficients and site constraints.
2. Develop watershed full development conditions hydrologic model and existing condition hydraulic model to establish baseline conditions.
3. Develop proposed conditions hydraulic model using peak discharges generated by hydrologic model.
4. Prepare hydraulic report. Hydraulic analysis will indicate required bridge opening.
5. Attend up to two coordination meetings with City staff.

Hydrology and Hydraulic Study Phase Deliverable Summary

1. Drainage study report, 3 copies

C. Preliminary Bridge Design

1. NRCS Spillway Bridge
   a. Conduct a bridge type study for the NRCS Spillway Bridge considering two (2) alternatives:
      - Develop an alternative that clears the existing 170' spillway without impacting the spillway structure
      - Develop an alternative that penetrates the existing concrete spillway with one (1) bridge bent. The bridge bent could be either a multi-column bent or consists of a single larger column

- Develop conceptual bridge plans for each alternative outlining the advantages/disadvantages
- Develop preliminary cost estimates for each alternative
- Prepare and submit Bridge Type Study Report

b. Meet with NRCS to review the bridge type study findings

c. Prepare preliminary bridge layouts and typical sections based on the preferred alternative resulting from the bridge type study and discussion with NRCS

2. Floodplain Zone A Bridge

    a. Prepare preliminary bridge layouts and typical sections based on utilization of conventional TxDOT standard bridges.

    b. Develop preliminary cost estimate

Preliminary Bridge Layout Phase Deliverable Summary

1. NRCS Bridge Type Study Report
2. Bridge Layouts plan & sections, 1" = 40', 3 copies

D. Preliminary Environmental Services

1. Natural and Cultural Resources Constraints Analysis – Qualified scientists, biologists, and archaeologists will conduct desktop background research to preliminarily identify potential natural resources constraints which could affect the project including:

    a. Surface waters and wetlands

    b. Threatened and endangered species and migratory bird habitats, including sensitive and critical habitats

    c. Cultural resources (archaeology and history)

    A site reconnaissance will be performed to observe suspect areas of interest identified through desktop research for the presence of potential constraints. A summary letter will be prepared to document professional opinions related to the potential impacts to identified constraints (if any) and will provide recommendations and/or potential regulatory implications associated with future proposed development.

2. Limited Regulatory Review for Hazardous Materials – Conduct a review of historical resources and federal, state, and tribal regulatory databases to preliminarily identify potential hazardous materials within the site. Results will be provided in a PDF-formatted letter report.

Preliminary Environmental Services Phase Deliverable Summary

1. Prior to issuing a deliverable, the Client will be contacted by telephone to provide a verbal summary of field observations and preliminary results, findings, and opinions
2. Final reports will be submitted to the Client for review and comment

E. Preliminary Geotechnical Services

1. A limited geotechnical investigation is proposed to develop recommendations for design of a four lane bridge crossing of a 170 foot wide emergency spillway. The north bridge abutment will require embankment fill on the toe of the dam slope. Two borings are planned with one boring drilled on the north side of the spillway in the crest of the dam and the other boring drilled on the south side in the embankment fill present on the east side of the dam centerline. The borings will be sampled to at least 20 feet into bedrock or to a maximum depth of 80 feet. The soils will be sampled with thin tube samplers or SPT split barrel samplers. Bedrock will be cored. TxDOT cone penetration tests will be performed at 5 foot intervals.
2. The boring drilling fluid pressure will be monitored by our geotechnician to avoid hydro-fracturing the embankment and foundation soils. The borings will be backfilled with a cement/bentonite grout. Laboratory tests to classify the soils and to measure soil strength for use in lateral load analyses will be performed.
3. A geotechnical report will be prepared and will include preliminary recommendations for design and construction of drilled shaft foundations. These recommendations will include allowable end bearing and skin friction resistance design values and LPILE parameters to evaluate the lateral response of the drilled shafts. Preliminary recommendations will be provided for construction of the north bridge approach embankment. These recommendations will include suitable side slopes and fill material types.
4. The geotechnical report will not address the effect of the drilled shafts and embankment fill on the performance of the dam. The report will not provide recommendations for other culvert or bridge crossings that may be required, pavement subgrade preparation, or pavement sections. These issues and structures will be addressed in the final geotechnical report.
5. Attend one NRCS meeting and two City of Sherman meetings.

Preliminary Geotechnical Investigation Phase Deliverable Summary

1. Geotechnical findings and recommendations.

F. Surveying & R.O.W. Documents

1. **Control Survey –** Establish project survey control points at 750 foot intervals throughout project limits as needed for performing survey work and for future construction control. Control will be referenced to the City of Sherman's Geodetic Datum for both horizontal and vertical values.
2. **Records Research –** Obtain recorded deeds, recorded plats and existing right of way maps to aid in define the existing right of way and adjacent property boundary lines.
3. **Abstract Map/Deed Sketch –** Prepare base ownership mapping from records research.
4. **Right of Way Survey –** Field survey to locate existing right of way and adjacent property corners. Perform calculations and analysis of field survey with record information to determine the location of the existing right of way and adjacent property boundaries.
5. **Topographic Survey –** The topographic survey will be obtained through aerial photography and mapping to produce a topographic map with one foot contours. The aerial mapping will cover an 800 foot strip, 400 feet each side of the proposed alignment. Aerial targets will be set and surveyed

to control the aerial mapping. Supplemental on-the-ground survey will be provided to perform a quality check on the aerial mapping and to obtain topographic information in areas that are obscured by heavy vegetation and to obtain additional data not obtainable through aerial mapping methods. Survey will include full topo of the dam and spillway, including the area around the lake. Downstream cross-sections of the creek will be shot 100' on each side of the stream centerline at 50 foot intervals. Trees greater than 6 inches will be identified, surveyed and shown on the survey. A cadd drawing suitable for civil design will be prepared.

6. **Exhibit Maps and legal descriptions for right of way acquisition –** Preparation of a metes and bounds description and an 8 ½" x 11" exhibit map for the proposed right of way acquisition parcels. The parcel legal descriptions will be referenced to the boundary corners of the parent tract and monuments (5/8 inch iron rods) will be set on the proposed right of way line. Estimated 45 parcels.
7. **Exhibit Maps and legal descriptions for utility easements –** Preparation of a metes and bounds description and an 8 ½" x 11" exhibit map for the proposed utility easement parcels. The easement description will be referenced to the boundary corners of the parent tract. In addition an adequate amount of the easement boundary will be staked using 5/8 inch iron rods. Estimated 90 easement parcels.

Survey & ROW Documents Phase Deliverable Summary

1. Abstract Map / Deed Sketch, to be included on Schematic Design Roll Plots
2. Friendship Road ROW Exhibit Maps, approximately 45 parcels, 8½" x 11", 3 copies
3. Utility Easement Exhibit Maps, approximately 90 parcels, 8½" x 11", 3 copies

<u>Exclusions</u>

- Final Engineering
- Level "A" SUE
- Environmental Permitting
- Waters of the U.S. (including wetlands) determination/delineation
- U.S. Army Corps of Engineers Permitting
- Agency consultation (USACE, USFWS, TPWD, THC, etc.)
- Threatened and endangered species habitat assessment
- Presence-absence surveys for threatened and endangered species
- Migratory bird nest survey
- Intensive archaeological investigation (shovel testing, backhoe trenching)
- Phase I Environmental Site Assessment
- Detailed / Final Engineering
- FEMA Permitting
- NEPA documentation and assessment

- Re-flagging and re-staking of horizontal & vertical control
- Construction Staking
- Full-Time Inspection
- Construction Administration
- Providing an On-Site Representative
- Fees for Permits and Advertising
- Trench Safety Designs
- Services in Connection with Condemnation Hearings
- Expert Witness Testimony
- Traffic Engineering Counts, Studies and Reports
- Revisions and/or change orders as a result of revisions after completion of the original design (unless to correct an error or ambiguity on the plans)
- Consulting Services by Others Not Included in this Proposal
- It is assumed that an existing hydrologic study for the dam site is available and will be obtained from NRCS. Flows from the existing study will be used in the hydraulic model. If a hydrologic analysis should be performed or if upon review of the existing hydrologic analysis it is determined that it must be revised, an additional cost for this effort will be incurred.
- USGS topographic maps will be used to delineate drainage basin for bridge site crossing FEMA Zone A floodplain.
- City will provide land use map and/or zoning map to be used in determining curve numbers for hydrologic model using a unit hydrograph methodology.
- Scour analysis and sediment transport analysis for Zone A bridge will be performed during Final design.
- Extent of Zone A bridge hydraulic analysis for 30% plans is to determine bridge opening size, span lengths, and elevation to provide minimum design storm clearance requirements.
- Plans for any needed improvements to existing spillways will be prepared during final design.
- It is assumed that no submittals to FEMA will be necessary.

HUITT-ZOLLARS

HUITT-ZOLLARS, INC. • 1717 McKinney Ave. • Suite 1400 • Dallas, TX 75202-1236 • 214.871.3311 phone • 214.871.0757 fax • huitt-zollars.com

November 10, 2016

Mr. Clay Barnett, P.E.
Director of Public Works and Engineering
City of Sherman
220 W. Mulberry Street
Sherman, Texas 75091

Re: Friendship Road Preliminary Engineering Fee Proposal

Dear Clay:

Huitt-Zollars, Inc. is pleased to provide preliminary engineering and surveying proposal for the proposed Friendship Road improvements from SH 56 to US 82. The proposed scope service is shown on Attachment A, and our proposed fees are lump sum as follows:

A. Preliminary Engineering (Schematic Design)	$ 177,800.00	Lump Sum
B. Hydrology/Hydraulic Study		
Dam and Spillway	$ 42,000.00	Lump Sum
Floodplain A Zone	$ 24,000.00	Lump Sum
C. Preliminary Bridge Layout		
Dam	$ 58,730.00	Lump Sum
Floodplain A Zone	$ 25,530.00	Lump Sum
D. Preliminary Environmental Investigation	$ 6,600.00	Lump Sum
E. Preliminary Geotechnical Investigation	$ 25,300.00	Lump Sum
F. Surveying and RW/Easement Documents		
Survey Field Work	$ 119,540.00	Lump Sum
RW/Easement Documents	$ 89,000.00	Lump Sum
G. Reimbursement	$ 3,500.00	Lump Sum
Total	$572,000.00	Lump Sum

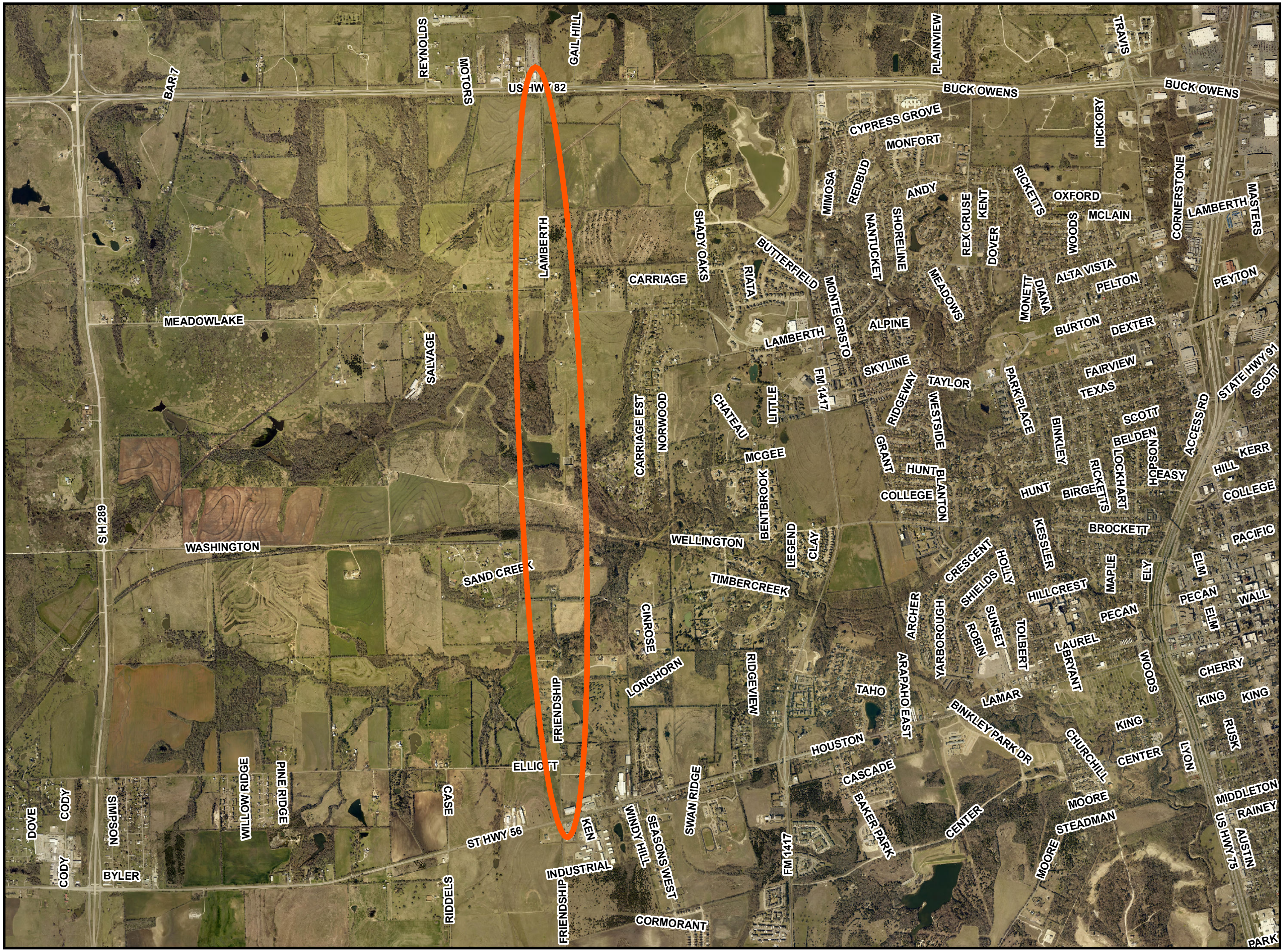
Should you have any questions please feel free to contact me.

Sincerely,
Huitt~Zollars, Inc.

John Ho, P.E.
Vice President

William E. Kallas, P.E.
Vice President

Friendship Road from SH 56 to US Hwy 82



1 inch = 3,000 feet

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **Agenda Item No. F. 2.**

Meeting Date: 11/21/2016

Prepared By: Mark Gibson, Director of Utilities

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6163

Accepting the Contract with Lynn Vessels Construction Company, LLC as Complete for Construction of the South Sherman Relief Sewer Project

Issue:

To consider and act upon a resolution approving the Greater Texoma Utility Authority's (GTUA) acceptance of the contract with Lynn Vessels Construction Company, LLC as complete for construction of the South Sherman Relief Sewer Project in southeast Sherman

Background:

The City's Capital Improvement Program contained a project to replace a portion of the City's Southeast Outfall Sewer. The project has been completed and is ready for formal acceptance by the City.

Origination:

Utilities Administration 710

Financial Consideration:

The staff recommends accepting the contract with Lynn Vessels Construction Company, LLC in the amount of $1,546,455.70 as complete for construction of the South Sherman Relief Sewer Project in Southeast Sherman.

Staff Recommendation:

It is recommended that the City Council approve the resolution and accept the contract as complete for this project.

Alternatives:

As may be directed by the Council

Attachments

Resolution No. 6163

Location Map

RESOLUTION NO. 6163

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, ACCEPTING THE CONTRACT WITH LYNN VESSELS CONSTRUCTION COMPANY, LLC AS COMPLETE FOR CONSTRUCTION OF THE SOUTH SHERMAN RELIEF SEWER PROJECT; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City of Sherman, Texas, has entered into a Contract for Water Supply and Sewer Service with the Greater Texoma Utility Authority; and

WHEREAS, the Greater Texoma Utility Authority has entered into a contract with Lynn Vessels Construction Company, LLC for construction of the South Sherman Relief Sewer Project for the City of Sherman, Texas; and

WHEREAS, representatives of the City of Sherman, the Greater Texoma Utility Authority, and the project engineer have inspected the South Sherman Relief Sewer Project and found it to be complete;

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 formally accepts the contract with Lynn Vessels Construction Company, LLC for construction of the South Sherman Relief Sewer Project as complete.

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________________, 2016.

CITY OF SHERMAN, TEXAS

BY: ________________________________

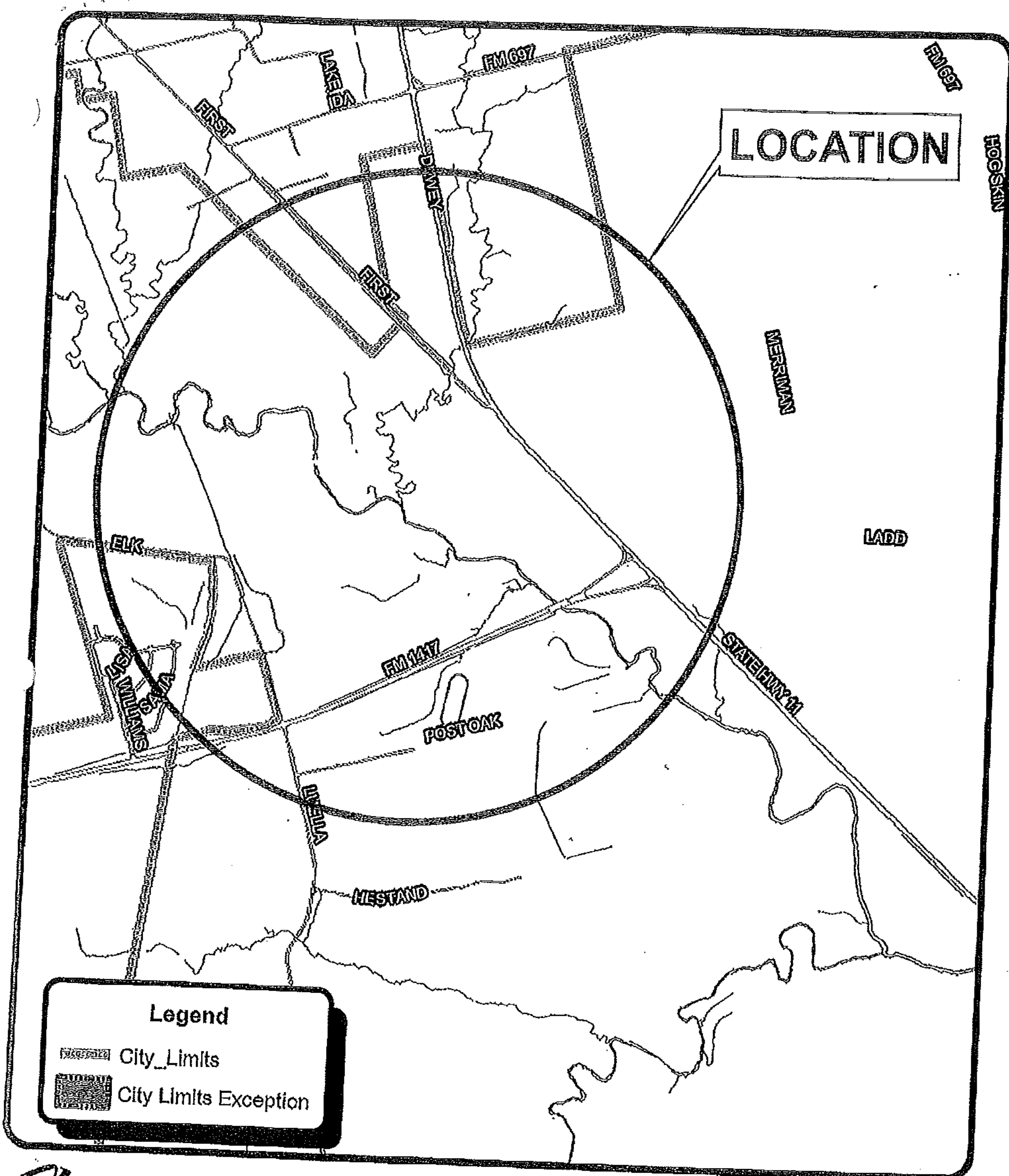
DAVID PLYLER, MAYOR

ATTEST:

BY: ________________________________
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM
AND CONTENT:

BY: ________________________________
BRANDON S. SHELBY,
CITY ATTORNEY



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

LOCATION MAP
SOUTH SHERMAN RELIEF SEWER

1 inch = 1,500 feet

N

SHERMAN CITY COUNCIL
Agenda Communication Form

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

Meeting Date: 11/21/2016

Prepared By: Nate Strauch, Communications Manager

Approved By: Robby Hefton, City Manager

Caption:

OTHER BUSINESS

Consider the Application of Leslie Archer to Enroll her Business, Leslie Jean's Unique Home Furnishings, into the Sherman Downtown Occupancy Incentive Grant Program

Issue:

An application received under the Sherman Downtown Occupancy Incentive Grant Program

Background:

The Sherman City Council voted unanimously on October 12, 2016, to create a package of new incentive programs for Downtown Sherman. One of those incentives, the Downtown Occupancy Incentive, was created to spur restaurant and retail growth by rewarding business owners for locating their establishments in the Central Business District. The incentive pays up to $6,250.00 in a lump sum one year after an application is approved to the small business owner, based on their rent or mortgage payments over the course of that year.

On October 26th, Leslie Archer became the first business owner to submit an application. Her store, Leslie Jean's Unique Home Furnishings, satisfies the requirements of this incentive program due to its location and nature of operations.

Origination:

Sherman Communications Manager Nate Strauch

Financial Consideration:

Ms. Archer's rent payments at Leslie Jean's are high enough to qualify her for the full stipend of $6,250.00.

Staff Recommendation:

It is recommended that Leslie Jean's be enrolled as the inaugural business in Sherman's Downtown Occupancy Incentive Program.

Alternatives:

As directed by Council

Attachments

Downtown Occupancy Incentive Program Application

Downtown Occupancy Incentive Program Application

Applicant Information

Applicant Name: Leslie Archer ________________________________

Mailing Address: 1406 pintail Sherman tx, 75092____________________

Contact Number: 530-588-6234 ________________________________

Email Address: stages1@sbcglobal.net ___________________________

Business Information

Business Name: Leslie Jeans Unique HomeFurnishings ______________

Business Address: 107 s Travis st ______________________________

Business Type: Restaurant Retail

Ownership Status: Rent Own

Rent/Mortgage Monthly Payment Amount: 1500 month _______________

On what datedid your business open? October 15 th 2016 ____________

Have you checked to confirm your business is located in the Central Business District? Yes Yes, I checked twice

Please attach to this application the following:

- A detailed description of your business, as well as your motivation for starting it / moving it to downtown Sherman.
- A check for $100 made payable to the City of Sherman. The check will be cancelled if your eligibility is confirmed.

Please return this application to Sherman Communications Manager Nate Strauch via email at nates@ci.sherman.tx.us.

Leslie Jean’s is a business all about repurposed furnishings and home décor. I’m excited to bring 25 years of experience in furniture and décor to downtown Sherman! My focus is on carrying very unique pieces and custom, hand-painted décor. I offer group furniture painting classes and paint furniture by request. There are a few areas in the store available for local artists to consign their creations, as well. I moved here from Florida to be with my children and have long term plans to stay. I’m glad to be part of this growing economy and have great expectations to see the downtown blossom into an amazing shopping area!

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **Agenda Item No. G. 2.**

Meeting Date: 11/21/2016

Prepared By: Mary Lawrence, Director of Finance

Approved By: Robby Hefton, City Manager

Caption:

OTHER BUSINESS

Receive Presentation from Finance Director Mary Lawrence on the City of Sherman's Investment Policy and Long-Term Debt Policy

Issue:

Presentation on the City's Investment and Long-Term Debt Policies

Background:

The City has issued debt twice in the calendar year 2016. The first issue funds the Loy Lake Road improvements; and the second funds the Library remodel and various street projects. An additional debt issuance is anticipated in the first half of calendar year 2017 for additional street projects, new ball fields, and the relocation of Fire Station #4. This presentation will provide the City Council with an overview of the debt issuance and management process along with an overview of the investment policy.

Origination:

Finance Department

Financial Consideration:

There is no cost associated with this presentation.

Staff Recommendation:

This presentation is for informational purposes only; no City Council action is needed.

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **Agenda Item No. G. 3.**

Meeting Date: 11/21/2016
Prepared By: Mary Lawrence, Director of Finance
Approved By: Robby Hefton, City Manager

Caption:
**** OTHER BUSINESS***
Approval of the 2016 Ad Valorem Tax Roll Value and Tax Levy

Issue:
To consider approval of the Ad Valorem Tax Roll Value and Tax Levy for fiscal year 2016-2017

Background:
In accordance with Texas Property Tax Code Section 26.09(e), the Council must approve the final tax roll value and related tax levy. The 2016 tax year represents taxes that will be collected during the City's 2016-2017 fiscal year. The Grayson County Tax Assessor/Collector's office has provided Sherman's taxable value as $2,784,965,160 which equates to a levy of $10,785,537.85 based on the City's total tax rate of $.394300/$100.00 valuation.

Origination:
Grayson County Tax Assessor/Collector Bruce Stidham

Financial Consideration:
There is no financial consideration to approving this tax levy.

Staff Recommendation:
It is recommended that the Council approve the 2016 Tax Roll Value and 2016 Tax Levy at the amounts reflected above.

Alternatives:
As this process is required by the Texas Property Tax Code, there are no alternatives.

Attachments

2016 Tax Value/Levy

OFFICE OF
BRUCE STIDHAM
TAX ASSESSOR - COLLECTOR
GRAYSON COUNTY
www.co.grayson.tx.us

COURTHOUSE
100 W. HOUSTON - SUITE 11
P.O. BOX 2107
SHERMAN, TX 75091

TAX OFFICE: 903-892-8297
VEHICLE REGISTRATION: 903-813-4225
FAX: 903-893-4973

November 1, 2016

VALUE/LEVY

Ms. Tammy Davis, CPA
City of Sherman
P O Box 1106
Sherman, Texas 75091

Dear Ms. Davis:

Re: Section 26.09(e) SPTC

Please have your district approve your 2016 Tax Roll Values. Please sign as directed. Make a copy for your files and return the signed original to this office as soon as possible. These figures are actual tax roll value and tax levy billed figures.

2016 Tax Roll Value	**$**	**2,784,965,160**
2016 Tax Levy	**$**	**10,785,537.85**
2016 Special Assessment Levy	**$**	**9,914.67**

If you have any questions, please give us a call.

Very truly yours,

Bruce Stidham

Bruce Stidham
Tax Assessor and Collector

BS:jb

City Secretary **City Mayor**

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **Agenda Item No. J. 1.**

Meeting Date: 11/21/2016
Prepared By: Linda Ashby, City Clerk
Approved By: Robby Hefton, City Manager

Caption:

APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS
(a) Council Audit Committee (3)

Issue:
Mayor David Plyler and Council Members Kevin Couch and Lawrence Davis currently serve on the Council Audit Committee. Their terms expire in November 2016.

Background:
The Council Audit Committee assists the Council and staff in the review of the audit reports filed by the independent auditor and provides input on the selection of external auditors. They also provide recommendations to the rest of the Council on technical accounting issues.

Origination:
The appointments originated with the City Clerk's Office.

Financial Consideration:
There is no financial consideration.

Staff Recommendation:
It is recommended that the City Council consider appointments to the Council Audit Committee.

Alternatives:
The alternative is to delay the appointment of members to this Committee.

Attachments

Roster

MEMBERSHIP ROSTER

COUNCIL AUDIT COMMITTEE **LENGTH OF TERMS: 1 YEAR**

MEMBER	DISTRICT	TERM BEGINS	TERM EXPIRES	TERMS	MEMBERSHIP REQUIREMENTS
David Plyler	4	A 11/18/2014 R 12/8/2015	11/2015 11/2016	1 2	Council Member
Kevin Couch	3	A 12/8/2015	11/2016	1	Council Member
Lawrence Davis	1	A 11/19/2013 R 11/18/2014 R 12/8/2015	11/2014 11/2015 11/2016	1 2 3	Council Member

NOTE: Council Member's appointment expires at end of one year.

CITY STAFF: Robby Hefton, City Manager
Revised 12/8/2015

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **Agenda Item No. J. 2.**

Meeting Date: 11/21/2016
Prepared By: Linda Ashby, City Clerk
Approved By: Robby Hefton, City Manager

Caption:

APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS
(a) Investment Committee (2)

Issue:

Deputy Mayor Jason Sofey and Council Member Pam Howeth currently serve on the City's Investment Committee. Their terms expire in November 2016.

Background:

The Investment Committee provides guidance on investment matters for the City and annually approves updates to the Investment Policy and the list of authorized brokers and dealers. The Committee also reviews the Quarterly Investment Reports.

Origination:

The appointments originated with the City Clerk's Office.

Financial Consideration:

There is no financial consideration.

Staff Recommendation:

It is recommended that the City Council consider appointments to the Investment Committee.

Alternatives:

The alternative is to delay the appointment of members to this Committee.

Attachments

Roster

MEMBERSHIP ROSTER

CITY OF SHERMAN
INVESTMENT COMMITTEE

LENGTH OF TERMS:
Term of Elected Office

MEMBER	DISTRICT	TERM BEGINS	TERM EXPIRES	TERMS	MEMBERSHIP REQUIREMENTS
Jason Sofey	4	A 11/20/2012 R 11/19/2013 R 11/18/2014 R 12/8/2015	11/2013 11/2014 11/2015 11/2016	1 2 3 4	Council Member
Pam Howeth	3	U 8/1/2016	11/2016	0	Council Member
INVESTMENT COMMITTEE SHALL CONSIST OF THE FOLLOWING CITY OFFICIALS:					
Robby Hefton				NA	City Manager

NOTE: Council Member's appointment expires at end of term of elected office.

CITY STAFF: Robby Hefton, City Manager
Revised 8/2/2016

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **Agenda Item No. J. 3.**

Meeting Date: 11/21/2016

Prepared By: Linda Ashby, City Clerk

Approved By: Robby Hefton, City Manager

Caption:

APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS

(a) Tax Reinvestment Committee (2)

Issue:

Council Members Tammy Johnson and Terrence Steele currently serve on the City's Tax Reinvestment Committee. Their terms expire in November 2016.

Background:

The mission of the Tax Reinvestment Committee is to promote the economic development of Sherman and the Grayson County area by serving as the review point for the tax reinvestment process.

Origination:

The appointment originated with the City Clerk's Office.

Financial Consideration:

There is no financial consideration.

Staff Recommendation:

It is recommended that the City Council consider appointments to the Tax Reinvestment Committee.

Alternatives:

The alternative is to delay the appointment of members to this Committee.

Attachments

Roster

MEMBERSHIP ROSTER

TAX REINVESTMENT COMMITTEE **LENGTH OF TERMS:** One Year per By-Laws

MEMBER	DISTRICT	TERM BEGINS	TERM EXPIRES	TERMS	MEMBERSHIP REQUIREMENTS
Tammy Johnson	**4**	**A 12/8/2015**	**11/2016**	**1**	**Sherman Council Member** **Voting Member**
Terrence Steele	**2**	**A 11/18/2014** **R 12/8/2015**	**11/2015** **11/2016**	**1** **2**	**Sherman Council Member** **Voting Member**

NOTE: Two (2) Council Members are appointed to this committee.
There are also two Grayson County Members, two Grayson College Members, and two SISD Members
Both SISD Members are Non-Voting Members and are eligible to vote for chairman only

CITY STAFF: Robby Hefton, City Manager
Revised 12/8/2015

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **Agenda Item No. J. 4.**

Meeting Date: 11/21/2016
Prepared By: Linda Ashby, City Clerk
Approved By: Robby Hefton, City Manager

Caption:

APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS
(a) Tax Increment Financing Board #1 (3)

Issue:

Mayor David Plyler, Deputy Mayor Jason Sofey, and Council Member Lawrence Davis currently serve on the City's Tax Increment Financing Board #1. Their terms expire in November 2016.

Background:

The Board approves the Project Plan and Financing Plan for the Sherman Tax Increment Financing (TIF) Reinvestment Zone Number One. TIF Zone Number One incorporates essentially all of the Sherman Town Center, on the west side of Highway 75 and south of Loy Lake Road.

Origination:

The appointments originated with the City Clerk's Office.

Financial Consideration:

There is no financial consideration.

Staff Recommendation:

It is recommended that the City Council consider appointments to the Tax Increment Financing Board #1.

Alternatives:

The alternative is to delay the appointment of members to this Board.

Attachments

Roster

MEMBERSHIP ROSTER

TAX INCREMENT FINANCING BOARD #1

LENGTH OF TERMS:
Term Limit: N/A

MEMBER	DISTRICT	TERM BEGINS	TERM EXPIRES	TERMS	MEMBERSHIP REQUIREMENTS
Jason Sofey	4	A 12/8/2015	11/2016	1	Council Member
Lawrence Davis	1	A 11/19/2013 R 11/18/2014 R 12/8/2015	11/2014 11/2015 11/2016	1 2 3	Council Member
David Plyler	4	A 11/22/2011 R 11/20/2012 R 11/19/2013 R 11/18/2014 R 12/8/2015	11/2012 11/2013 11/2014 11/2015 11/2016	1 2 3 4 5	Council Member
Robby Hefton	n/a				City Manager
Mary Lawrence	n/a				Finance Director

NOTE:

CITY STAFF: Robby Hefton, City Manager
Revised 12/8/2015

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **Agenda Item No. J. 5.**

Meeting Date: 11/21/2016
Prepared By: Linda Ashby, City Clerk
Approved By: Robby Hefton, City Manager

Caption:

APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS
(a) Tax Increment Financing Board #2 (3)

Issue:
Mayor David Plyler, Council Member Lawrence Davis, and Council Member Kevin Couch currently serve on the City's Tax Increment Financing Board #2. Their terms expire in November 2016.

Background:
The Board approves the Project Plan and Financing Plan for the Sherman Tax Increment Financing (TIF) Reinvestment Zone Number Two. TIF Zone Number Two is comprised of the Central Business District and an area to the north of the district.

Origination:
The appointments originated with the City Clerk's Office.

Financial Consideration:
There is no financial consideration.

Staff Recommendation:
It is recommended that the City Council consider appointments to the Tax Increment Financing Board #2

Alternatives:
The alternative is to delay the appointment of members to this Board.

Attachments

Roster

MEMBERSHIP ROSTER

TAX INCREMENT FINANCING BOARD #2

LENGTH OF TERMS:
Term Limit: N/A

MEMBER	DISTRICT	TERM BEGINS	TERM EXPIRES	TERMS	MEMBERSHIP REQUIREMENTS
Kevin Couch	3	A 12/8/2015	11/2016	1	Council Member
Lawrence Davis	1	A 11/19/2013 R 11/18/2014 R 12/8/2015	11/2014 11/2015 11/2016	1 2 3	Council Member
David Plyler	4	A 11/22/2011 R 11/20/2012 R 11/19/2013 R 11/18/2014 R 12/8/2015	11/2012 11/2013 11/2014 11/2015 11/2016	1 2 3 4 5	Council Member
Robby Hefton	n/a				City Manager
Mary Lawrence	n/a				Finance Director

NOTE:

CITY STAFF: Robby Hefton, City Manager
Revised 12/8/2015

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **Agenda Item No. J. 6.**

Meeting Date: 11/21/2016
Prepared By: Linda Ashby, City Clerk
Approved By: Robby Hefton, City Manager

Caption:

APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS
(a) Tax Increment Financing Board #3 (3)

Issue:
Mayor David Plyler, Council Member Lawrence Davis, and Council Member Tammy Johnson currently serve on the City's Tax Increment Financing Board #3. Their terms expire in November 2016.

Background:
The Board approves the Project Plan and Financing Plan for the Sherman Tax Increment Financing (TIF) Reinvestment Zone Number Three. TIF Zone Number Three is comprised of the Sherman Commons development and portions of Loy Lake Road.

Origination:
The appointments originated with the City Clerk's Office.

Financial Consideration:
There is no financial consideration.

Staff Recommendation:
It is recommended that the City Council consider appointments to the Tax Increment Financing Board #3.

Alternatives:
The alternative is to delay the appointment of members to this Board.

Attachments

Roster

MEMBERSHIP ROSTER

TAX INCREMENT FINANCING BOARD #3

LENGTH OF TERMS:
Term Limit: N/A

MEMBER	DISTRICT	TERM BEGINS	TERM EXPIRES	TERMS	MEMBERSHIP REQUIREMENTS
Tammy Johnson	4	A 12/8/2015	11/2016	1	Council Member
Lawrence Davis	1	A 11/19/2013 R 11/18/2014 R 12/8/2015	11/2014 11/2015 11/2016	1 2 3	Council Member
David Plyler	4	A 11/22/2011 R 11/20/2012 R 11/19/2013 R 11/18/2014 R 12/8/2015	11/2012 11/2013 11/2014 11/2015 11/2016	1 2 3 4 5	Council Member
Robby Hefton	n/a				City Manager
Mary Lawrence	n/a				Finance Director

NOTE:

CITY STAFF: Robby Hefton, City Manager
Revised 12/8/2015

Sherman CLASSIC TOWN. BROAD HORIZON.	**SHERMAN CITY COUNCIL** Agenda Communication Form

City Council Regular Meeting

Meeting Date: 11/21/2016

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

COUNCIL CALENDAR

Attachments

2016 Council Calendar

2017 Council Calendar

2016

JANUARY

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

FEBRUARY

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29					

MARCH

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

APRIL

S	M	T	W	T	F	S
					1	2
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1/11/2016	Called Council Mtg for Transportation Workshop
4/11/2016	Called Joint Mtg w/SISD Board in Council Chambers
4/15/2016	Called Budget Planning Mtg in Council Chambers
06/21-22/2016	Called Budget Workshop in Council Chambers
6/23/2016	Called Joint Mtg with SISD Board at SISD Admin Off
7/4/2016	Independence Day/Called Council Mtg on 7/5/2016
7/12/2016	Called Council Mtg for 2nd PH & Adoption of Ord. No. 5958 (90-Moratorium on Development at FM 691 & SH 289)
7/19/2016	Called Council Mtg for Parks & Rec Master Plan Hearing in Municipal Ballroom

8/29/2016	Called Council Mtg to Consider Real Estate Purchase in Council Chambers
9/5/2016	Labor Day/Called Council Meeting on 9/6/2016
9/8/2016	Called Joint Mtg w/SISD Board in Council Chambers
9/15/2016	Called Joint Mtg w/SEDCO Board in Council Chambers
10/12/2016	Called Joint Mtg w/Main Street Advisory Board in Council Chambers to Discuss Downtown Incentives

2017

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1/2/2017	New Years Day/Called Council Meeting on 1/3/2017
9/4/2017	Labor Day/Called Council Meeting on 9/5/2017