

**CITY OF SHERMAN
CITY COUNCIL REGULAR MEETING AGENDA
COUNCIL CHAMBERS OF THE CITY HALL
220 WEST MULBERRY STREET
SHERMAN, TEXAS
MONDAY, NOVEMBER 20, 2017
5:00 P.M.**

- A. 1. CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN**
- A. 2. PLEDGE OF ALLEGIANCE LED BY COUNCIL MEMBER WILLIE STEELE**
- A. 3. INVOCATION BY COUNCIL MEMBER WILLIE STEELE**
- A. 4. APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF NOVEMBER 6, 2017**

Declare Results of the November 7, 2017 Regular and Special Municipal Elections

- B. 1. CANVASS OF ELECTION RETURNS**
- B. 2. RESOLUTION NO. 6300**
Declaring the Results of the November 7, 2017 Regular and Special Municipal Elections held in the City of Sherman, Grayson County, Texas
- B. 3. RECOGNITION OF OUTGOING COUNCIL MEMBERS**

Oath of Office

- C. 1. OATH OF OFFICE AND PRESENTATION OF CERTIFICATE OF ELECTION**

Deputy Mayor Election

- D. 1. COUNCIL ELECTION OF DEPUTY MAYOR**

Public Hearing

- E. 1. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6080**
Providing for a Permanent "Stop" Sign on Sistrunk Drive at Dripping Springs Road within the City Limits of the City of Sherman; Providing for a Penalty Provision

Close Public Hearing and Consider Adoption of Ordinances

- E. 2. ADOPTION OF ORDINANCES**
Consider Adoption of Ordinance Number: 6080

E. 3. 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. 6301

Finding and Determining the Qualifications for a Tax Increment Reinvestment Zone; Initiating the Formation of the Tax Increment Reinvestment Zone #7 and Approving the Zone's Preliminary Reinvestment Zone Financing Plan

F. 2. RESOLUTION NO. 6302

Authorizing Execution of an Agreement between the City of Sherman and Grayson County to Participate in the Sherman Tax Increment Reinvestment Zone #7

F. 3. RESOLUTION NO. 6303

Authorizing the Execution of a Development Agreement with One Ganesha, Ltd. for the Construction of Public Facilities in Sherman Corners, Phase I, a development in Sherman Tax Increment Reinvestment Zone #6 in the City of Sherman

F. 4. RESOLUTION NO. 6304

Authorizing the Execution of a Professional Services Agreement with H.W. Lochner, Inc. for the Engineering Design for the Reversal of Northbound US 75 Entrance and Exit Ramps just South of FM 1417 (Heritage Parkway) in the City of Sherman, Texas

F. 5. RESOLUTION NO. 6305

Awarding a Bid to and Authorizing Execution of a Contract with Vessels Construction based on an Invitation to Bid for Construction of the Northgate Drive Extension

F. 6. RESOLUTION NO. 6306

Awarding a Bid to and Authorizing Execution of a Contract with Austin Raymond Construction based on an Invitation to Bid for Construction of the Sherman Streetscapes Phase II Project Re-Bid

F. 7. * RESOLUTION NO. 6307

Authorizing the Execution of an Amendment to the Site Lease Agreement with Dallas MTA, L.P. d/b/a Verizon Wireless for Real Property at 317 South Travis Street consisting of approximately 2,250 square feet and containing a Communications Tower and related facility

F. 8. * RESOLUTION NO. 6308

Authorizing the Purchase of Three Chevrolet Tahoe Police Patrol Vehicles for the Sherman Police Department from Caldwell Country through the Texas Local Government Purchasing Cooperative (BuyBoard)

F. 9. * RESOLUTION NO. 6309

Authorizing Execution of an Agreement with Young Enterprises, LP for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 724 South Montgomery Street

F. 10. * RESOLUTION NO. 6310

Authorizing Execution of an Agreement with Young Enterprises, LP for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 112 West Staples Street

Requests to Advertise

- G. 1. *** REQUEST TO ADVERTISE**
City of Sherman Sludge Thickener Replacement Project

Change Orders

- H. 1. *** CHANGE ORDER NO. 2**
Gallagher Elevated Tank Repair and Paint Project; American Suncraft Company, Inc.; \$121,990.00 Increase

Other Business

- I. 1. **OTHER BUSINESS**
Receive Community and Support Services Manager Nate Strauch's Update on Local Projects

- I. 2. *** OTHER BUSINESS**
Approval of the 2017 Ad Valorem Tax Roll Value and Tax Levy

J. CITIZEN REQUESTS

K. MEDIA QUESTIONS

Consider Board/Commission Appointments

- L. 1. **APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS**
(a) Council Audit Committee (3)
- L. 2. **APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS**
(a) Investment Committee (2)
- L. 3. **APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS**
(a) Tax Reinvestment Committee (2)
- L. 4. **APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS**
(a) Tax Increment Financing Board #1 (3)
- L. 5. **APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS**
(a) Tax Increment Financing Board #2 (3)
- L. 6. **APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS**
(a) Tax Increment Financing Board #3 (3)
- L. 7. **APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS**
(a) Tax Increment Financing Board #5 (3)
- L. 8. **APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS**
(a) Tax Increment Financing Board #6 (3)

M. COUNCIL COMMENTS

Executive Session

N. 1. EXECUTIVE SESSION

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

Section 551.071 Consultation with City Attorney concerning Pending or Contemplated Litigation

Section 551.074 Personnel Matters:

- (a) Consider the Qualifications, Appointment and Removal of Members to Boards and Commissions
 - (1) Civil Service Commission (1)
 - (2) Grayson Central Appraisal District (GCAD) Board of Directors (1)
 - (3) Planning and Zoning Commission (2)
 - (4) Texoma Area Paratransit (TAPS) Board of Directors (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

O. 1. OPEN MEETING

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

O. 2. RESOLUTION NO. 6311

Casting Votes to Elect Candidates to Serve as a Members of the Grayson Central Appraisal District Board of Directors

P. 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 16, 2017 at 4:00 p.m., and said time of posting was 72 hours before said meeting was convened or called to order.

Dated this 16th day of November, 2017
City of Sherman, Texas

City Clerk

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

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

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

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

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

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

Mayor

David Plyler

Deputy Mayor

Jason Sofey

Council Members

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

Jason Sofey, Council-At-Large, PL #2

Shawn C. Teamann, Council – District #1

Terrence R. Steele, Council – District #2

Pamela L. Howeth, Council – District #3

Charles H. Brown, Sr., Council – District #4



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

A.4.

Meeting Date: 11/20/2017

Prepared By: Linda Ashby, City Clerk

Approved By: Robby Hefton, City Manager

Caption:

APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF NOVEMBER 6, 2017

Attachments

November 6, 2017

Revenue Certificates of Obligation Bids

Public ROW Safety Map

COUNCIL MINUTES – NOVEMBER 6, 2017

should be made by the second quarter of 2018, as to which of these projects might qualify.

The second piece of the funding is the \$4 million in bonds that were issued this morning. These bonds will fund projects that don't qualify for the Texas Water Development Board funding or for the FEMA Severe Repetitive Loss Program.

Garry Kimball, Managing Director, Specialized Public Finance, Inc., presented a bid tally for the sale of bonds this morning. They received seven bids, representing 39 different firms, and the bids ranged from 2.87% submitted by Hilltop Securities, to 3.018%. The City maintained a AA Bond Rating for the issuance. Mr. Kimball said this was a "very good showing" for this late in the year, for an unqualified issue.

No citizens appeared before the City Council to discuss Ordinance No. 6072.

Mayor Plyler introduced Ordinance No. 6073 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW A TATTOO STUDIO (PERMANENT MAKEUP) IN A C-1 (RETAIL BUSINESS) DISTRICT/CENTRAL BUSINESS DISTRICT AT 112 NORTH TRAVIS STREET, BEING THE NORTH 22' OF LOT 5 AND THE SOUTH 50' OF LOT 8, BLOCK 2, OTP SHERMAN (GLENN T. NIX, JR., OWNER; SARAH GROVES AND STEPHANIE GRAVES, SCULPTED BROW & LASH STUDIO, TENANTS); PROVIDING FOR A REPEALER CLAUSE; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00.

ORD 6073
SUP FOR
TATTOO STUDIO
(112 N. TRAVIS)

Scott Shadden, Director of Development Services, said the Planning and Zoning Commission recommended approval of the Specific Use Permit, subject to the Staff Review Letter.

Sarah Groves, 505 E. Wilson, Calera, Oklahoma

Ms. Groves is one of the tenants and was available to answer any questions the Council might have.

No other citizens appeared before the City Council to discuss Ordinance No. 6073.

Mayor Plyler introduced Ordinance No. 6074 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW A LIQUOR STORE IN A C-2 (GENERAL COMMERCIAL) DISTRICT/O-1 (75 & 82 OVERLAY) DISTRICT AT 2520 TEXOMA PARKWAY, BEING 0.69 ACRES

ORD 6074
SUP FOR
LIQUOR STORE
(2520 TEXOMA PKWY)

IN THE REUBEN HENDRIX SURVEY, ABSTRACT NO. 504 (C SQUARED AUTOMOTIVE, INC., OWNER; HARRY DHESI, TEXOMA LIQUOR, PROPOSED TENANT; MANGRUM COMMERCIAL, LLC, REPRESENTATIVE; AND SARTIN & ASSOCIATES, INC., SURVEYOR); PROVIDING FOR A REPEALER CLAUSE; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00.

Mr. Shadden said the proposed liquor store will be located at the southwest corner of Texoma Parkway and US Hwy 82. The Planning and Zoning Commission recommended approval of the Specific Use Permit, subject to the Staff Review Letter.

No citizens appeared before the City Council to discuss Ordinance No. 6074.

Mayor Plyler introduced Ordinance No. 6075 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW PATIO HOMES IN AN R-1 (ONE FAMILY RESIDENTIAL) DISTRICT IN THE 1400-1600 BLOCKS OF SOUTH F.M. 1417 (HERITAGE PARKWAY), BEING 4.08 ACRES IN THE ELIZABETH JONES SURVEY, ABSTRACT NO. 625 (SSCGC HOLDINGS, LLC, OWNER; JOE GILBERT CONSTRUCTION, LLC, PROSPECTIVE BUYER; AND VILBIG AND ASSOCIATES, PLLC, CIVIL ENGINEER/SURVEYOR); PROVIDING FOR A REPEALER CLAUSE; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00.

ORD 6075
SUP FOR
PATIO HOMES
(1400-1600 BLOCKS
S. FM 1417)

Mr. Shadden said the request is for patio homes, located between Quail Run and West Park Avenue. There will be 24 lots. The Planning and Zoning Commission recommended approval of the Specific Use Permit, subject to the Staff Review Letter.

No citizens appeared before the City Council to discuss Ordinance No. 6075.

Mayor Plyler introduced Ordinance No. 6076 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 3300-3400 BLOCKS OF NORTH F.M. 1417 (HERITAGE PARKWAY), BEING 11.74 ACRES IN THE URIAH BURNS SURVEY, ABSTRACT NO. 121 (JOE WILSON, OWNER; AND VILBIG AND ASSOCIATES, PLLC, CIVIL ENGINEER/SURVEYOR); PROVIDING FOR A REPEALER.

ORD 6076
ZONE CHANGE
(3300-3400 BLOCKS
OF N. FM 1417)

COUNCIL MINUTES – NOVEMBER 6, 2017

Mr. Shadden said this was a zone change to C-1, near the southwest corner of FM 1417 and US Hwy 82. The zone change is for commercial development, however the City is not aware of a specific plan at this time.

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

No citizens appeared before the City Council to discuss Ordinance No. 6076.

Mayor Plyler introduced Ordinance No. 6077 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 3500-3600 BLOCKS OF NORTH F.M. 1417 (HERITAGE PARKWAY), BEING 28.86 ACRES IN THE URIAH BURNS SURVEY, ABSTRACT NO. 121 (JOE WILSON, OWNER); AND VILBIG AND ASSOCIATES, PLLC, CIVIL ENGINEER/SURVEYOR); PROVIDING FOR A REPEALER.

**ORD 6077
ZONE CHANGE
(3500-3600 BLOCKS
OF N. FM 1417)**

Mr. Shadden said this was a zone change at the northwest corner of FM 1417 and US Hwy 82 for C-1 zoning for commercial development.

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

No citizens appeared before the City Council to discuss Ordinance No. 6077.

Mayor Plyler introduced Ordinance No. 6078 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 2600 BLOCK OF NORTH TRAVIS STREET AND THE 100-200 BLOCKS OF WEST McLAIN STREET, BEING THE PROPOSED LOT 3 OF THE REPLAT OF LOT 2R, McLAIN ADDITION (JKL PARTNERS, LLC, OWNERS; BWG ARCHITECTURE, ARCHITECT; AND UNDERWOOD DRAFTING AND SURVEYING, SURVEYOR); PROVIDING FOR A REPEALER.

**ORD 6078
ZONE CHANGE
2600 BLOCK OF
N. TRAVIS; 100-200
BLOCKS OF W.
McLAIN)**

Mr. Shadden said the request was for C-1 zoning and the construction of a 4,800 square foot office building. The Planning and Zoning Commission recommended approval of the zone change, subject to the Staff Review Letter.

No citizens appeared before the City Council to discuss Ordinance No. 6078.

Mayor Plyler introduced Ordinance No. 6079 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING CHAPTER 8 OF THE CODE OF ORDINANCES, ENTITLED "OFFENSES AND NUISANCES", ARTICLE 8.03, ENTITLED "OFFENSES INVOLVING PUBLIC PEACE AND ORDER", AT SECTION 8.03.004, ENTITLED "RIGHT-OF-WAY SAFETY REGULATIONS"; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER CLAUSE.

ORD 6079
RIGHT-OF-WAY
SAFETY
REGULATIONS

Brandon Shelby, City Attorney, explained that the City has received several complaints of people in the roadway, impeding traffic, and endangering themselves and drivers. In the past, the City has tried to regulate this issue through ordinances prohibiting solicitation in the roadway. However, it didn't curtail any of the activity.

In an effort to protect the pedestrians and the drivers, the City has identified 12 intersections throughout town that are the most used and where this type of activity is the most dangerous. A map was displayed with the major intersections that had the highest traffic and therefore the highest possibility of injury.

Robby Hefton, City Manager, said the issue is really about people loitering, people being in the intersection, and people being around the intersection for whatever reason. The problem is not pedestrians passing through the intersections, however staying in the right-of-way, at the particular intersections, has proven to be very dangerous.

He outlined the specific intersections that are listed as dangerous, high traffic intersections, and that would be regulated by the proposed ordinance.

Mr. Shelby said the proposed ordinance is modeled after other cities that have dealt with high traffic intersections, and it is working for them.

No citizens appeared before the City Council to discuss Ordinance No. 6079.

The Public Hearing was closed.

ADOPTION OF ORDINANCES

Ordinance 6072

AN ORDINANCE AUTHORIZING THE ISSUANCE OF "CITY OF SHERMAN, TEXAS, TAX AND MUNICIPAL DRAINAGE UTILITY SYSTEM REVENUE CERTIFICATES OF OBLIGATION, SERIES 2017A"; PROVIDING FOR THE PAYMENT OF SAID CERTIFICATES OF OBLIGATION BY THE LEVY OF AN AD VALOREM TAX UPON ALL TAXABLE PROPERTY WITHIN THE CITY AND A PLEDGE OF THE NET REVENUES OF THE CITY'S MUNICIPAL DRAINAGE UTILITY SYSTEM;

ORD 6072
MUNICIPAL DRAINAGE
UTILITY SYSTEM
CERTIFICATES OF
OBLIGATION

SPECIFYING THE TERMS AND FEATURES OF SUCH CERTIFICATES OF OBLIGATION; RESOLVING OTHER MATTERS INCIDENT AND RELATING TO THE ISSUANCE, PAYMENT, SECURITY, SALE, AND DELIVERY OF SAID CERTIFICATES, INCLUDING THE APPROVAL AND EXECUTION OF A PAYING AGENT/REGISTRAR AGREEMENT AND THE APPROVAL AND DISTRIBUTION OF AN OFFICIAL STATEMENT; AND PROVIDING AN EFFECTIVE DATE.

Ordinance 6073

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW A TATTOO STUDIO (PERMANENT MAKEUP) IN A C-1 (RETAIL BUSINESS) DISTRICT/CENTRAL BUSINESS DISTRICT AT 112 NORTH TRAVIS STREET, BEING THE NORTH 22' OF LOT 5 AND THE SOUTH 50' OF LOT 8, BLOCK 2, OTP SHERMAN (GLENN T. NIX, JR., OWNER; SARAH GROVES AND STEPHANIE GRAVES, SCULPTED BROW & LASH STUDIO, TENANTS); PROVIDING FOR A REPEALER CLAUSE; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00.

ORD 6073
SUP FOR
TATTOO STUDIO
(112 N. TRAVIS)

Council Member Howeth asked if all tattoo studios and permanent makeup locations were licensed by the State prior to submission to the City Council.

Mr. Shadden said the State requires them to obtain approval from the City before they can be issued a license. They can apply for a license but since "permanent makeup" falls under a tattoo studio, it requires them to have a Specific Use Permit. This can create a "catch-22" situation.

She verified that they would still need to obtain their State license even after they obtain the City's Specific Use Permit.

Council Member Teamann asked what the penalty would be if a permanent makeup facility engaged in regular tattoo activities. Mr. Shadden said they would be in violation of the Specific Use Permit and it could be revoked.

Ordinance 6074

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW A LIQUOR STORE IN A C-2 (GENERAL COMMERCIAL) DISTRICT/O-1 (75 & 82 OVERLAY) DISTRICT AT 2520 TEXOMA PARKWAY, BEING 0.69 ACRES IN THE REUBEN HENDRIX SURVEY, ABSTRACT NO. 504 (C SQUARED AUTOMOTIVE, INC., OWNER; HARRY DHESI, TEXOMA LIQUOR, PROPOSED TENANT; MANGRUM COMMERCIAL, LLC, REPRESENTATIVE; AND SARTIN & ASSOCIATES, INC., SURVEYOR); PROVIDING FOR A REPEALER CLAUSE; PROVIDING THAT THIS SPECIFIC USE

ORD 6074
SUP FOR
LIQUOR STORE
(2520 TEXOMA PKWY)

COUNCIL MINUTES – NOVEMBER 6, 2017

PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00.

Council Member Willie Steele asked how many liquor stores have been approved since the ordinance permitting them was passed in Sherman. Mr. Shadden said only one has been turned down, but he was unsure how many have been approved. Mr. Hefton said the ordinance was passed two years ago.

Ordinance 6075

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW PATIO HOMES IN AN R-1 (ONE FAMILY RESIDENTIAL) DISTRICT IN THE 1400-1600 BLOCKS OF SOUTH F.M. 1417 (HERITAGE PARKWAY), BEING 4.08 ACRES IN THE ELIZABETH JONES SURVEY, ABSTRACT NO. 625 (SSCGC HOLDINGS, LLC, OWNER; JOE GILBERT CONSTRUCTION, LLC, PROSPECTIVE BUYER; AND VILBIG AND ASSOCIATES, PLLC, CIVIL ENGINEER/SURVEYOR); PROVIDING FOR A REPEALER CLAUSE; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00.

ORD 6075
SUP FOR
PATIO HOMES
(1400-1600 BLOCKS
S. FM 1417)

Ordinance 6076

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ORD 6076
ZONE CHANGE
(3300-3400 BLOCKS
OF N. FM 1417)

Ordinance 6077

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 3500-3600 BLOCKS OF NORTH F.M. 1417 (HERITAGE PARKWAY), BEING 28.86 ACRES IN THE URIAH BURNS SURVEY, ABSTRACT NO. 121 (JOE WILSON, OWNER); AND VILBIG AND ASSOCIATES, PLLC, CIVIL ENGINEER/SURVEYOR); PROVIDING FOR A REPEALER.

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(3500-3600 BLOCKS
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Ordinance 6078

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 2600 BLOCK OF NORTH TRAVIS STREET AND THE 100-200 BLOCKS OF WEST McLAIN STREET, BEING THE PROPOSED LOT 3 OF THE REPLAT OF LOT 2R, McLAIN ADDITION (JKL

ORD 6078
ZONE CHANGE
2600 BLOCK OF
N. TRAVIS; 100-200
BLOCKS OF W.
McLAIN)

PARTNERS, LLC, OWNERS; BWG ARCHITECTURE, ARCHITECT; AND UNDERWOOD DRAFTING AND SURVEYING, SURVEYOR); PROVIDING FOR A REPEALER.

Ordinance 6079

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING CHAPTER 8 OF THE CODE OF ORDINANCES, ENTITLED “OFFENSES AND NUISANCES”, ARTICLE 8.03, ENTITLED “OFFENSES INVOLVING PUBLIC PEACE AND ORDER”, AT SECTION 8.03.004, ENTITLED “RIGHT-OF-WAY SAFETY REGULATIONS”; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER CLAUSE.

ORD 6079
RIGHT-OF-WAY
SAFETY
REGULATIONS

Council Member Willie Steele asked how this ordinance would be enforced and how it would be conveyed to the public that it is now in force.

Mr. Shelby said the Police Department would be in charge of enforcing the ordinance. He expected that some warning signs might be erected. Mr. Hefton added “to the extent allowed by the Texas Department of Transportation.” He said the right-of-way is TxDOT right-of-way.

He said, the intent was to have a warning period, however because of the serious nature of the issue, violators could be picked up and taken to jail.

Council Member Teamann asked what the penalty was for the offense. Mr. Shelby said it was a Class C Misdemeanor and is covered by the penalty provision in the City’s Code of Ordinances. He added that it’s not really about imposing a fine on people, it’s about protecting drivers.

Council Member Howeth said there are many people that stand on corners with the “out of business” signs and the Council is trying to make sure they are safe too. They aren’t in the street, but they are blocking the view.

Council Member Teamann said if TxDOT will allow it, he would like to see the City install signage at the locations, so the police won’t have to patrol the area all day. Mr. Hefton said the City will work with TxDOT to do everything they can to place signage in the area.

He added that, regardless of why a person is in the intersection, if they are passing through as a pedestrian or on a bicycle, that’s okay. The problem is loitering in the intersections no matter what reason. The ordinance is needed to keep the area safe for everyone.

ACTION TAKEN.

Motion by Deputy Mayor Sofey to adopt Ordinance Nos. 6072, 6073, 6074, 6075, 6076, 6077, 6078, and 6079, as presented. Second by Council Member Brown.

COUNCIL MINUTES – NOVEMBER 6, 2017

VOTING AYE: Brown, Howeth, Sofey, T. Steele, W. Steele, Teamann.

VOTING NAY: None.

MOTION CARRIED.

CONSENT AGENDA

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

CONSENT AGENDA

RESOLUTIONS

RESOLUTION NO. 6286 – AWARDING A BID TO AND AUTHORIZING EXECUTION OF AN AGREEMENT WITH CROSSLAND CONSTRUCTION, INC., AS CONSTRUCTION MANAGER-AT-RISK (CMAR), FOR THE CONSTRUCTION OF FIRE STATION NO. 4

RES 6286
CONSTRUCTION
MANAGER-AT-
RISK
FIRE STATION
NO. 4

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF AN AGREEMENT WITH CROSSLAND CONSTRUCTION, INC., AS CONSTRUCTION MANAGER-AT-RISK (CMAR), FOR THE CONSTRUCTION OF FIRE STATION NO. 4.

Steve Ayers, Assistant City Manager, said the staff recommended entering into a contract with Crossland Construction, Inc. for the construction of Fire Station No. 4. The Fire Station is currently located at FM 1417 and US Hwy 75, but will be relocated to the east side of Northgate Drive in the Blalock Industrial Park. Mr. Ayers said five contractors were interviewed for the project.

ACTION TAKEN.

Motion by Council Member Terrence Steele to adopt Resolution No. 6286, as presented. Second by Council Member Willie Steele.

VOTING AYE: Brown, Howeth, Sofey, T. Steele, W. Steele, Teamann.

VOTING NAY: None.

MOTION CARRIED.

RESOLUTION NO. 6287 – AUTHORIZING EXECUTION OF AN ADVANCE FUNDING AGREEMENT BETWEEN THE CITY OF SHERMAN AND THE STATE OF TEXAS, ACTING BY AND THROUGH THE TEXAS DEPARTMENT OF TRANSPORTATION, FOR PROJECT MANAGEMENT SERVICES RENDERED BY A LOCAL GOVERNMENT [FM 1417 (HERITAGE PARKWAY) FROM US 82 TO SH 56]

RES 6287
DESIGN OF FM 1417
PROJECT, FROM
US 82 TO SH 56

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN ADVANCE FUNDING AGREEMENT BETWEEN THE CITY OF SHERMAN AND THE STATE OF TEXAS, ACTING BY AND THROUGH THE TEXAS DEPARTMENT OF TRANSPORTATION, FOR PROJECT MANAGEMENT SERVICES RENDERED BY A LOCAL GOVERNMENT [FM 1417 (HERITAGE PARKWAY) FROM US 82 TO SH 56].

Mayor Plyler asked to consider Resolution Nos. 6287 and 6288 together since they are related to the same project.

RESOLUTION NO. 6288 – AUTHORIZING THE EXECUTION OF SUPPLEMENTAL AGREEMENT NO. 3 TO RESOLUTION NO. 6095 CONTRACT FOR ENGINEERING SERVICES FOR THE WIDENING OF F.M. 1417 (HERITAGE PARKWAY) FROM HOUSTON STREET (S.H. 56) TO JUST SOUTH OF U.S. HIGHWAY 82 PROJECT WITH H.W. LOCHNER, INC.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE EXECUTION OF SUPPLEMENTAL AGREEMENT NO. 3 TO RESOLUTION NO. 6095 CONTRACT FOR ENGINEERING SERVICES FOR THE WIDENING OF F.M. 1417 (HERITAGE PARKWAY) FROM HOUSTON STREET (S.H. 56) TO JUST SOUTH OF U.S. HIGHWAY 82 PROJECT WITH H.W. LOCHNER, INC.

RES 6288
FM 1417 WIDENING
PROJECT, FROM
SH 56 TO SOUTH OF
US 82

Clint Philpott, Director of Engineering, said the first resolution covers the Advance Funding Agreement required by the State, between the City of Sherman and TxDOT, for the expansion of FM 1417, from US Hwy 82, south to SH 56.

As part of this agreement, TxDOT will coordinate the utility relocations and manage the construction of this project. The City's portion is the schematic design and right-of-way acquisition.

The second resolution is a contract with H.W. Lochner, Inc. to coordinate the right-of-way and make sure all Federal and State guidelines are met. He said current funding is available for the right-of-way acquisition. Future funding will be required as the construction date moves closer, and will probably be sometime next year.

Council Member Willie Steele asked if there was a lot of property that would need to be acquired for the project. Mr. Philpott said there were 24 parcels, however he said they are very narrow and generally five or ten feet.

ACTION TAKEN.

Motion by Council Member Howeth to adopt Resolution Nos. 6287 and 6288, as presented. Second by Deputy Mayor Sofey.

VOTING AYE: Brown, Howeth, Sofey, T. Steele, W. Steele, Teamann.

VOTING NAY: None.

MOTION CARRIED.

RESOLUTION NO. 6289 – AUTHORIZING EXECUTION OF A DEVELOPMENT AGREEMENT WITH HOMES BY LAKELAND FOR THE CONSTRUCTION OF PUBLIC FACILITIES IN PARKHAVEN ESTATES, PHASE I, A 5.446-ACRE DEVELOPMENT WITH 23 RESIDENTIAL LOTS EAST OF SOUTH BAKER PARK DRIVE AND NORTH OF WEST CENTER STREET IN THE CITY OF SHERMAN

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF

RES 6289
DEVELOPMENT
AGREEMENT FOR
PARKHAVEN ESTATES
PHASE 1

SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A DEVELOPMENT AGREEMENT WITH HOMES BY LAKELAND FOR THE CONSTRUCTION OF PUBLIC FACILITIES IN PARKHAVEN ESTATES, PHASE 1, A 5.446-ACRE DEVELOPMENT WITH 23 RESIDENTIAL LOTS EAST OF SOUTH BAKER PARK DRIVE AND NORTH OF WEST CENTER STREET IN THE CITY OF SHERMAN.

Mr. Philpott said this was another residential development and included 23 lots. He said construction should begin in the next couple of months.

ACTION TAKEN.

Motion by Council Member Howeth to adopt Resolution No. 6289, as presented. Second by Council Member Teamann.

VOTING AYE: Brown, Howeth, Sofey, T. Steele, W. Steele, Teamann.

VOTING NAY: None.

MOTION CARRIED.

RESOLUTION NO. 6290 – AUTHORIZING EXECUTION OF A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH FREEMAN-MILLICAN, INC. FOR THE SHERMAN WASTEWATER TREATMENT PLANT OPERATIONS BUILDING ADDITION AND REMODEL

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH FREEMAN-MILLICAN, INC. FOR THE SHERMAN WASTEWATER TREATMENT PLANT OPERATIONS BUILDING ADDITION AND REMODEL.

CONSENT AGENDA.

RES 6290
WASTEWATER
TREATMENT PLANT
OPERATIONS
BUILDING

RESOLUTION NO. 6291 – AUTHORIZING EXECUTION OF AN AGREEMENT WITH NANCY SPILLER SIMS D/B/A TEXOMA NEON CO. UNDER THE CITY OF SHERMAN'S CENTRAL BUSINESS DISTRICT HISTORIC BUILDING RESTORATION AND IMPROVEMENT GRANT PROGRAM FOR IMPROVEMENTS TO 214 EAST HOUSTON STREET

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT WITH NANCY SPILLER SIMS D/B/A TEXOMA NEON CO. UNDER THE CITY OF SHERMAN'S CENTRAL BUSINESS DISTRICT HISTORIC BUILDING RESTORATION AND IMPROVEMENT GRANT PROGRAM FOR IMPROVEMENTS TO 214 EAST HOUSTON STREET.

RES 6291
DOWNTOWN
HISTORIC BLDG
GRANT
(214 E. HOUSTON)

Nate Strauch, Community and Support Services Manager, said this was the second half of a grant application that was submitted for Texoma Neon. The original application was made last year, however there was not enough money in the budget at the time to request the full amount.

Nancy Sims, owner of Texoma Neon, was awarded \$8,000 last year to take care of some lifesaving problems with the

building. This year's application, the larger portion of the grant, will be used for aesthetic improvements to the building.

Council Member Teamann said he appreciated her making the investment back into the City. Deputy Mayor Sofey verified that the company has been in business in Sherman for 67 years.

ACTION TAKEN.

Motion by Council Member Terrence Steele to adopt Resolution No. 6291, as presented. Second by Council Member Willie Steele.

VOTING AYE: Brown, Howeth, Sofey, T. Steele, W. Steele, Teamann.

VOTING NAY: None.

MOTION CARRIED.

RESOLUTION NO. 6292 – AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH SHIPMAN COMMUNICATIONS, INC. FOR TWO-WAY RADIO AND EARLY WARNING SIREN MAINTENANCE

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH SHIPMAN COMMUNICATIONS, INC. FOR TWO-WAY RADIO AND EARLY WARNING SIREN MAINTENANCE.

CONSENT AGENDA.

RES 6292
TWO-WAY RADIO
& EARLY WARNING
SIRENS

RESOLUTION NO. 6293 – AUTHORIZING THE PURCHASE OF A 2017 KUBOTA S SERIES TRACKED SKID STEER FOR THE PARK MAINTENANCE DEPARTMENT FROM SIX & MANGO EQUIPMENT, LLP THROUGH THE TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE (BUYBOARD)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A 2017 KUBOTA S SERIES TRACKED SKID STEER FOR THE PARK MAINTENANCE DEPARTMENT FROM SIX & MANGO EQUIPMENT, LLP THROUGH THE TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE (BUYBOARD).
CONSENT AGENDA.

RES 6293
PARK MAINTENANCE
EQUIPMENT
PURCHASE

RESOLUTION NO. 6294 – AUTHORIZING THE PURCHASE OF TWO (2) NEW 2018 PETERBILT 348 DUMP TRUCKS FOR THE STREET MAINTENANCE DEPARTMENT FROM RUSH TRUCK CENTER THROUGH THE TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE (BUYBOARD)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF TWO (2) NEW 2018 PETERBILT 348 DUMP TRUCKS FOR THE STREET MAINTENANCE DEPARTMENT FROM RUSH TRUCK CENTER THROUGH THE TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE (BUYBOARD).

RES 6294
STREET MAINT.
VEHICLE PURCHASE

RESOLUTION NO. 6295 – AUTHORIZING THE PURCHASE OF A NEW WIRTGEN MICRO PLANER FOR THE STREET MAINTENANCE DEPARTMENT FROM KIRBY-SMITH THROUGH THE TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE (BUYBOARD)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A NEW WIRTGEN MICRO PLANER FOR THE STREET MAINTENANCE DEPARTMENT FROM KIRBY-SMITH THROUGH THE TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE (BUYBOARD).

RES 6295
STREET MAINT.
EQUIPMENT
PURCHASE

RESOLUTION NO. 6296 – AUTHORIZING THE PURCHASE OF A NEW KOMATSU FRONT END LOADER FOR THE STREET MAINTENANCE DEPARTMENT FROM KIRBY-SMITH THROUGH THE TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE (BUYBOARD)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A NEW KOMATSU FRONT END LOADER FOR THE STREET MAINTENANCE DEPARTMENT FROM KIRBY-SMITH THROUGH THE TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE (BUYBOARD).

RES 6296
STREET MAINT.
EQUIPMENT
PURCHASE

RESOLUTION NO. 6297 – AUTHORIZING THE PURCHASE OF A NEW CATERPILLAR CB34B STEEL WHEEL ROLLER FOR THE STREET MAINTENANCE DEPARTMENT FROM HOLT THROUGH THE TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE (BUYBOARD)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A NEW CATERPILLAR CB34B STEEL WHEEL ROLLER FOR THE STREET MAINTENANCE DEPARTMENT FROM HOLT THROUGH THE TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE (BUYBOARD).

RES 6297
STREET MAINT.
EQUIPMENT
PURCHASE

RESOLUTION NO. 6298 – AUTHORIZING THE PURCHASE OF A NEW CATERPILLAR WHEEL EXCAVATOR FOR THE STREET MAINTENANCE DEPARTMENT FROM HOLT THROUGH THE TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE (BUYBOARD)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A NEW CATERPILLAR WHEEL EXCAVATOR FOR THE STREET MAINTENANCE DEPARTMENT FROM HOLT THROUGH THE TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE (BUYBOARD).

RES 6298
STREET MAINT.
EQUIPMENT
PURCHASE

RESOLUTION NO. 6299 – AUTHORIZING THE PURCHASE OF A NEW TRANTEX MODEL 300A PALLETIZED PAINT SYSTEM FOR THE STREET MAINTENANCE DEPARTMENT FROM CENTERLINE SUPPLY, LTD THROUGH THE TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE (BUYBOARD)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A NEW TRANTEX MODEL 300A PALLETIZED PAINT SYSTEM

RES 6299
STREET MAINT.
EQUIPMENT
PURCHASE

FOR THE STREET MAINTENANCE DEPARTMENT FROM CENTERLINE SUPPLY, LTD THROUGH THE TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE (BUYBOARD).

Kevin Winkler, Public Works Manager, said during the Budget Work Session, there were several pieces of equipment discussed for the Street Department that would increase their efficiency and give them the capability to complete some smaller jobs in-house, rather than hire a contractor. The equipment requested is part of that program.

Council Member Terrence Steele expressed his excitement that the City was taking on projects to enhance the streets. When the City completes these projects they are done quicker and it brings more pride.

Council Member Teamann said he appreciated the presentation at the Budget Workshop and he liked the increased efficiency and saving money.

He said they discussed micro planers at the recent TML Conference and Mr. Hefton said another company tried to sell them on their equipment. He said the City is proposing to purchase a self-contained vehicle that mills the roadway at whatever depth is desired. It also allows the City to reclaim the “millings” to use for other street projects.

Council Member Willie Steele asked if the City received any local bids. Mr. Winkler said the equipment is specialized and many local companies are not capable of supplying the equipment, however the City did receive bids from most all local companies that were capable of obtaining the equipment.

Mr. Hefton said the City will be financing most of this equipment with a capital lease type financing. Ms. Lawrence said they would advertise for bids at the first Council Meeting in January 2018 and they will fund the purchases as the money is spent.

Mr. Hefton said the total cost of the equipment is between \$1.5 million and \$2 million. The City will be financing the money over several years, at really good rates.

Council Member Teamann said he was pleased that the City could save some money on many of these projects by doing the work in-house, even with the cost of the equipment.

ACTION TAKEN.

Motion by Deputy Mayor Sofey to adopt Resolution Nos. 6294, 6295, 6296, 6297, 6298, and 6299, as presented.

Second by Council Member Terrence Steele.

VOTING AYE: Brown, Howeth, Sofey, T. Steele, W. Steele, Teamann.

VOTING NAY: None.

MOTION CARRIED.

**REQUEST TO ADVERTISE
SETTING SUNS DRAINAGE PROJECT PHASE I**

Mr. Philpott said the Setting Suns Addition has a history of drainage problems. This is the first project that will utilize funding from the Stormwater Program. The project will be completed in phases, and the first phase involves a flume down the center of the subdivision. Future phases will involve some culvert crossings and some ditch repair work.

ACTION TAKEN.

Motion by Council Member Brown to approve the request to advertise for the construction of the Setting Suns Drainage Project Phase 1, as presented. Second by Council Member Terrence Steele.

VOTING AYE: Brown, Howeth, Sofey, T. Steele, W. Steele, Teamann.

VOTING NAY: None.

MOTION CARRIED.

**CHANGE ORDER NO. 2
APPROVING THE GREATER TEXOMA UTILITY AUTHORITY'S
INTENT TO EXECUTE CHANGE ORDER NO. 2; SHERMAN
WATER TREATMENT PLANT EXPANSION PROJECT; H2O
INNOVATION, INC.; \$99,770.65 INCREASE**

The City Council approved the Greater Texoma Utility Authority's intent to execute Change Order No. 2 for a \$99,770.65 increase, to H2O Innovation, Inc., for the Sherman Water Treatment Plant Expansion Project.

This change order will provide American Iron and Steel valves for the project, which is an EPA requirement that is enforced on the Texas Water Development Board's Drinking Water State Revolving Fund Program ("DWSR") projects.

The language requiring this was not in the original contract because, during the time the proposals were being developed by the membrane suppliers, including H2O, the City was unsure if they were going to use the State Water Implementation Fund for Texas ("SWIFT") or the DWSRF. GTUA originally applied for both programs in order to keep the City's financing options open as long as possible.

The change order results in a revised contract price of \$3,522,566.53 for the project.

CONSENT AGENDA.

**OTHER BUSINESS
CONSIDER REQUEST OF TRUE OPTIONS PREGNANCY
CENTER TO TEMPORARILY CLOSE CERTAIN STREETS FOR
THE SECOND ANNUAL "TURKEY TROT 5K & FUN RUN" ON
SATURDAY, NOVEMBER 18, 2017, WITH A RAIN DATE OF
SATURDAY, NOVEMBER 25, 2017**

The City Council approved the request of True Options Pregnancy Center to temporarily close certain streets for the Second Annual "Turkey Trot 5K & Fun Run" on Saturday, November 18, 2017, with a rain date of November 25, 2017.

REQ TO ADVERTISE
SETTING SUNS
DRAINAGE PROJECT

CHANGE ORDER
GTUA FOR
WATER TREATMENT
PLANT EXPANSION

CLOSE STREETS
"TURKEY TROT 5K
& FUN RUN"
(NOV. 18, 2017)

The event will require closure of Rusk Street in front of the Municipal Building from 7:00 a.m. to 11:30 a.m., traffic control assistance, and barricades.

CONSENT AGENDA.

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 2, 2017, WITH A RAIN/MAKE-UP DATE OF FRIDAY, DECEMBER 8, 2017

CLOSE STREETS
CHRISTMAS PARADE
(DEC. 2, 2017)

Sarah McRae, Tourism/Main Street Manager, said they are planning the Annual Sherman Christmas Parade and Snowflake Festival for Saturday, December 2, 2017. This year the Snowflake Festival will begin at 2:00 p.m. so it will be more of a “pre-parade” activity. She outlined activities of the festival. The parade will begin at 6:00 p.m. and follow the normal parade route.

ACTION TAKEN.

Motion by Council Member Howeth to approve the request of the Tourism/Main Street Manager to temporarily close certain streets for the Annual Christmas Parade and Snowflake Festival on December 2, 2017, as presented. Second by Council Member Brown.

VOTING AYE: Brown, Howeth, Sofey, T. Steele, W. Steele, Teamann.

VOTING NAY: None.

MOTION CARRIED.

CONSIDER REQUEST OF GRAYSON HONORS COLLEGE AND THE GRAYSON COUNTY LAW ENFORCEMENT ASSOCIATION TO TEMPORARILY CLOSE CERTAIN STREETS FOR THE “BEAT THE HEAT 5K RUN/WALK” ON SATURDAY, APRIL 28, 2018 WITH AN ALTERNATE RAIN DATE OF SATURDAY, MAY 5, 2018

CLOSE STREETS
“BEAT THE HEAT
5K RUN/WALK”

Ms. McRae said the Grayson Honors College and the Grayson County Law Enforcement Association’s request to temporarily close certain streets for the “Beat the Heat 5K Run/Walk” on Saturday, April 28, 2018, is the same as last year.

ACTION TAKEN.

Motion by Council Member Terrence Steele to approve the request of Grayson Honors College and the Grayson County Law Enforcement Association to temporarily close certain streets for the “Beat the Heat 5K Run/Walk” on April 28, 2018, as presented. Second by Council Member Howeth.

VOTING AYE: Brown, Howeth, Sofey, T. Steele, W. Steele, Teamann.

VOTING NAY: None.

MOTION CARRIED.

REPLAT APPROVAL OF PART OF ALCOHOLIC SERVICES ADDITION, BLOCK 1, LOTS 2R-A1 AND 6R-A2, BEING ALL OF LOT 2R IN BLOCK 1 OF HELEN PERKINS ADDITION AND ALL OF LOT 6R-A, BLOCK 1, ALCOHOLIC SERVICES ADDITION, CONTAINING 4.054 ACRES; ALCOHOLIC SERVICES OF TEXOMA, OWNERS; AND PRESTON TRAIL LAND SURVEYING, LLC, SURVEYOR (1500 BLOCK OF BAKER DRIVE)

APPROVE REPLAT
(1500 BLOCK OF
BAKER DRIVE)

The City Council approved the Replat of part of Alcoholic Services Addition, Block 1, Lots 2R-A, 6R-A1, and 6R-A2, being all of Lot 2R in Block 1 of Helen Perkins Addition and all of Lot 6R-A, Block 1, Alcoholic Services Addition, consisting of 4.054 acres located in the 1500 block of Baker Drive.

The owners would like to replat the property into three lots for commercial development. The Planning and Zoning Commission recommended approval of the Replat, subject to the Staff Review Letter.

CONSENT AGENDA.

FINAL PLAT APPROVAL OF BAC SHERMAN RE ADDITION, BEING 4.643 ACRES IN THE J. HENDRIX SURVEY, ABSTRACT NO. 503 AND THE W. PATTERSON SURVEY, ABSTRACT NO. 969; BUFFALO GAP STREET PROPERTIES, LLC, OWNERS; AND HELVEY-WAGNER SURVEYING, INC., SURVEYOR (4113 NORTH FRISCO ROAD)

APPROVE FINAL PLAT
(4113 N. FRISCO RD)

The City Council approved the Final Plat of BAC Sherman RE Addition, being 4.643 acres in the J. Hendrix Survey, Abstract No. 503 and the W. Patterson Survey, Abstract No.969, located at 4113 North Frisco Road.

The owners would like to plat the property into one lot for commercial development of D-Bat, a baseball/softball training facility. The Planning and Zoning Commission recommended approval of the Final Plat, subject to the Staff Review Letter.

CONSENT AGENDA.

REPLAT APPROVAL OF LOT 2R, McLAIN ADDITION, A REPLAT OF LOT 2, McLAIN ADDITION; JKL PARTNERS, LLC, OWNERS; AND UNDERWOOD DRAFTING AND SURVEYING, SURVEYOR (2600 BLOCK OF NORTH TRAVIS STREET AND 100-200 BLOCKS OF WEST McLAIN STREET)

APPROVE REPLAT
(2660 BLOCK OF N.
TRAVIS ST. & 100-200
BLOCKS OF W.
McLAIN ST)

The City Council approved the Replat of Lot 2R, McLain Additon, a Replat of Lot 2 of McLain Addition, being 3.126 acres in the J.B. McAnair Survey, Abstract No. 763, also being Lot 2, McLain Addition, located in the 2600 block of North Travis Street and 100 to 200 blocks of West McLain Street.

The owners would like to replat the property into three lots for commercial and residential development. The Planning and Zoning Commission recommended approval of the Replat, subject to the Staff Review Letter.

CONSENT AGENDA.

COUNCIL MINUTES – NOVEMBER 6, 2017

CITIZENS REQUESTS

There were no citizen's requests.

CITIZENS REQUESTS

MEDIA QUESTIONS

There were no media questions.

MEDIA QUESTIONS

APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO
BOARDS AND COMMISSIONS

LIBRARY BOARD

ACTION TAKEN.

Motion by Council Member Teamann to appoint Ronald Cassady, to the Library Board, for a term from November 7, 2017 to November 7, 2020. Second by Council Member Willie Steele.

VOTING AYE: Brown, Howeth, Sofey, T. Steele, W. Steele, Teamann.

VOTING NAY: None.

MOTION CARRIED.

LIBRARY BOARD

COUNCIL COMMENTS

UPCOMING ELECTION

Council Member Willie Steele reminded everyone that tomorrow is Election Day and encouraged them to vote for the Sherman Independent School District bond package. He said it is important for the City, and the kids deserve it. He added that it is important for everyone to get out and vote.

UPCOMING ELECTION

UPCOMING ELECTION

Council Member Teamann also encouraged everyone to vote in tomorrow's Election. He said there were several people in the audience that were on the ballot, as well as Council Member Willie Steele. He said there are so many people that want to serve on the City Council and to be involved. He said that's good for the City and will result in good quality folks.

UPCOMING ELECTION

FRIGHT FEST

Council Member Teamann commended everyone that worked on Fright Fest. He attended, but had been sick and left early.

FRIGHT FEST

UPCOMING ELECTION

Council Member Terrence Steele urged all citizens to vote in tomorrow's Election. He urged them to vote their conscience, vote their heart, and vote for moving forward in Sherman.

UPCOMING ELECTION

JOB FAIR

Council Member Terrence Steele said there will be a job fair on November 9, 2017, from 10:00 a.m. until 3:00 p.m., at the Municipal Building. There will be 40 local employers interviewing for jobs. In order for an employer to attend the job fair, they must have job openings.

JOB FAIR

DOWNTOWN DEVELOPMENT

Council Member Terrence Steele asked if the City had ever considered building color schemes for the downtown area. Deputy Mayor Sofey said in the past, the intent was to keep

DOWNTOWN
DEVELOPMENT

COUNCIL MINUTES – NOVEMBER 6, 2017

things in a historical context. The City does have some leverage to make sure things stay historical through the downtown grant programs. Council Member Steele said many other cities have certain schemes and try to make things uniform, as they re-establish their downtown areas.

UPCOMING ELECTION

Deputy Mayor Sofey encouraged citizens to vote in tomorrow's Election, adding that there are a lot of things on the ballot. He said voting is our greatest privilege.

BREAST CANCER AWARENESS

Council Member Howeth thanked the people participating in Breast Cancer Awareness Month, especially the Women Rock organization. She said they had a terrific fundraiser and she complimented the volunteers that participated by performing.

RIBS FOR REHAB

Council Member Howeth said she recently attended Ribs for Rehab and it is a wonderful organization. She said Sherman has a local rehab center that doesn't turn anyone away.

FRIGHT FEST

Council Member Howeth said Fright Fest is one of her favorite activities and she thanked all the different City departments that participated in the activity, as well as specific employees that participated, including the Police Department, Fire Department, Parks and Recreation, Street Department, Grounds Maintenance, and the Solid Waste Department.

SUTHERLAND SPRINGS, TEXAS CHURCH SHOOTING

Council Member Brown remembered victims of the recent Sutherland Springs, Texas First Baptist Church shooting.

SERVICE ON CITY COUNCIL

Council Member Brown said he has served on the City Council for one year and this is his last full Council Meeting. He has learned to work with the City Council Members and has learned that it takes a while to get things done. He said he is thrilled that Schulman Grille is coming and that the City is taking steps to clean up the community. He said he appreciated the City staff, the Mayor, the City Manager, and the City Council.

ANNOUNCEMENTS

Mayor Plyler announced the following:

- The Battle of the Axe is coming soon and he encouraged everyone to arrive early because there are many more activities than usual, and street closures for the Herald Democrat Tailgate event.
- The Battle of the Axe Community Pep Rally on November 9, 2017, beginning at 6:30 p.m.

UPCOMING ELECTION

BREAST CANCER AWARENESS

RIBS FOR REHAB

FRIGHT FEST

SUTHERLAND SPRINGS, TX CHURCH SHOOTING

SERVICE ON CITY COUNCIL

ANNOUNCEMENTS

COUNCIL MINUTES – NOVEMBER 6, 2017

- The Christmas Parade and Snowflake Festival will be held December 2, 2017, starting at 2:00 p.m. for the Festival and 6:00 p.m. for the Parade. The theme is Country Christmas.
- The Sherman Community Players will present “The Christmas Story,” December 1 through 17, 2017.

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

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

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 5:57 p.m.

On Motion duly made and carried, the Executive Session recessed at 6:27 p.m. and reconvened in Open Meeting.

OPEN MEETING

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

ADJOURNMENT

On Motion duly made and carried, the meeting adjourned at 6:29 p.m.

EXECUTIVE SESSION

OPEN MEETING

ADJOURNMENT

MAYOR

CITY CLERK



\$3,900,000
CITY OF SHERMAN, TEXAS
TEXAS AND MUNICIPAL DRAINAGE UTILITY SYSTEM
REVENUE CERTIFICATES OF OBLIGATION, SERIES 2017A

Sealed Bids Due Monday, November 6, 2017, at 9:30 AM, CST

Bidder	True Interest Cost	Submitted Via
HilltopSecurities	2.869912%*	Parity
Raymond James & Associates, Inc.	2.886341%	Parity
Robert W. Baird & Co., Inc.**	2.916534%	Parity
RBC Capital Markets	2.939039%	Parity
SAMCO Capital Markets -FTN Securities -Ross Sinclair Associates	2.952986%	Parity
BOK Financial Securities, Inc.	2.990015%	Parity
J.J.B. Hilliard, W.L. Lyons, Inc.	3.018349%	Parity

*Based on the revised amortization schedule, the final True Interest Cost is 2.8651872%.

**See Robert W. Baird & Co., Inc. syndicate on next page.



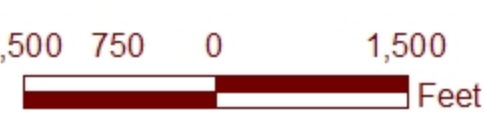
SPECIALIZED PUBLIC FINANCE INC.
FINANCIAL ADVISORY SERVICES

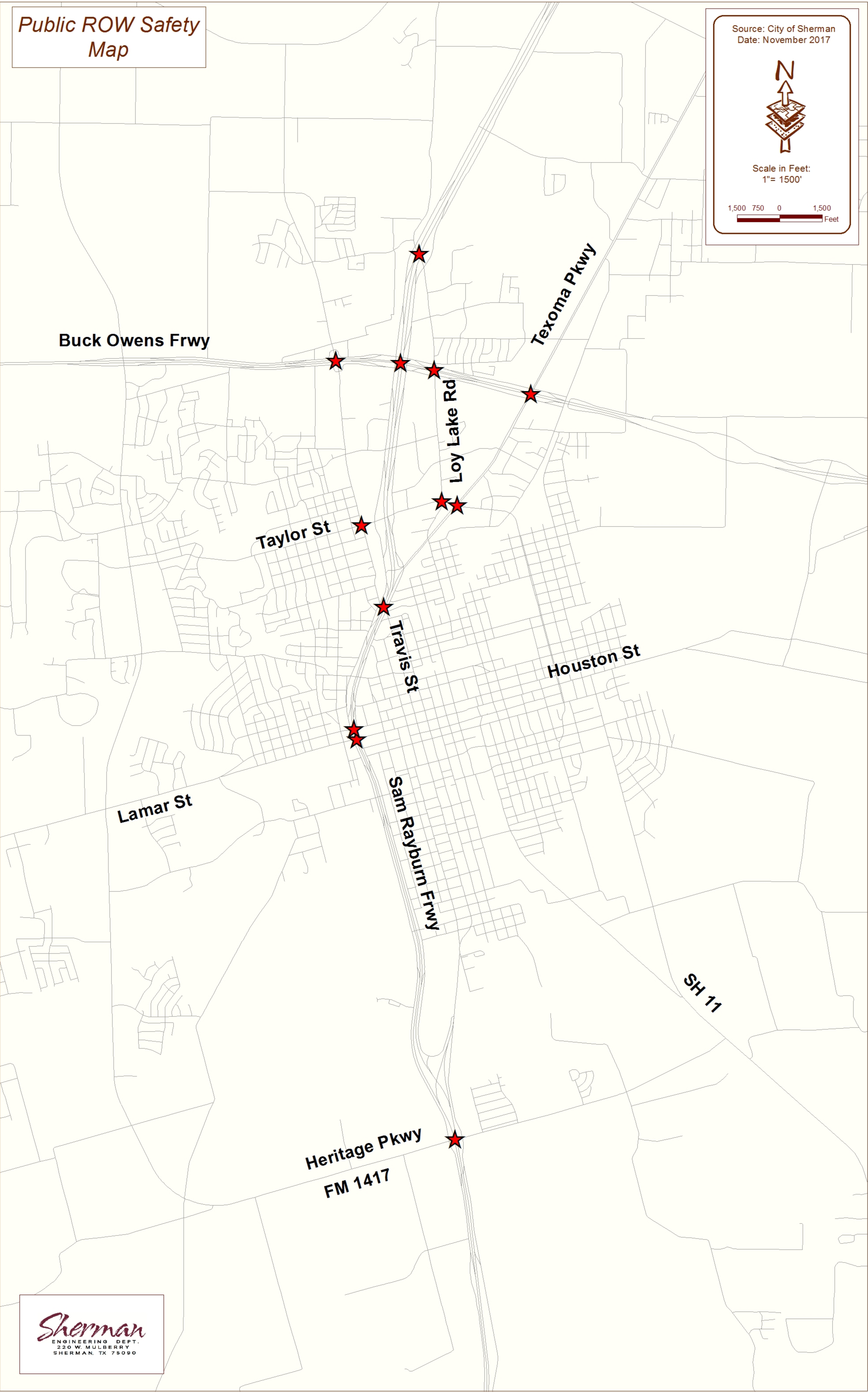
Public ROW Safety
Map

Source: City of Sherman
Date: November 2017



Scale in Feet:
1"= 1500'







SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

B.1.

Meeting Date: 11/20/2017

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 7, 2017. The Early Voting Ballot Board will meet to process Provisional Ballots on November 13th 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 7, 2017 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

B.2.

Meeting Date: 11/20/2017

Prepared By: Linda Ashby, City Clerk

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6300

Declaring the Results of the November 7, 2017 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 3rd day after the Election and no later than the 11th day after the Election. Since the 11th day is on Saturday, November 18, 2017, the deadline is extended to Monday, November 20, 2017. Therefore, the canvass must be held between November 10 and November 20, 2017. The Early Voting Ballot Board met on November 13th 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. 6300.

Staff Recommendation:

It is recommended that the City Council canvass the Election of November 7, 2017 and adopt Resolution No. 6300.

Alternatives:

There is no viable alternative.

Attachments

Resolution No. 6300

Totals - EV & ED Totals

Totals - By Precincts

Summary Report - Group Detail

Precinct Report - Group Detail

RESOLUTION NO. 6300

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, DECLARING THE RESULTS OF THE NOVEMBER 7, 2017 REGULAR AND SPECIAL MUNICIPAL ELECTIONS HELD IN THE CITY OF SHERMAN, GRAYSON COUNTY, TEXAS; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That there came on to be considered the results of the regular and special elections held on the 7th day of November, 2017, for the purposes of electing the hereinafter named officials; electing one City Council Member to fill an unexpired term; and considering charter amendments; and, it appearing from said results, duly and legally made, that there were cast at said election 4,216 valid and legal votes; and that, upon counting the votes, the following results are indicated:

CANDIDATES/COUNCILMEMBER	TOTAL VOTES
COUNCIL MEMBER, DISTRICT 2	
Josh Stevenson	2,393
Commie O. Linson	1,239
COUNCIL MEMBER, DISTRICT 4	
Daron Holland	2,975
COUNCIL MEMBER, AT-LARGE, PLACE 1	
Ronald Rose	1,120
Willie Steele	2,365

Charter Amendment A	To amend Article II, "City Council", Section 6, "Vacancies, forfeitures, filling of vacancies" to allow the City Council, with a vote of the supermajority, to cause a member to forfeit office for an act of misconduct, malfeasance or incompetence as follows: (a) Vacancies. The office of the mayor or councilmember shall become vacant upon their death, resignation, removal from office in any manner authorized by law, or forfeiture of the office. If an
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	elected official changes their primary residence to outside the corporate limits of the City of Sherman or the district to which they were elected, their office shall immediately become forfeit and vacant. (b) Forfeiture of office. The mayor or a councilmember shall forfeit their office if, during the term of office, they: (1) Lack any qualification for the office prescribed by this charter or by law; (2) Violate any express prohibition of this charter; (3) Have been given probation, deferred adjudication, or are convicted of a crime involving a felony or a crime involving dishonesty or deceit; or (4) Fail to attend three (3) consecutive regular meetings of the council or a total of six (6) such meetings in any one year without being excused by the council; <i>or,</i> (5) <i>Commits an act of malfeasance, incompetence, or misconduct as determined by a super-majority vote of a quorum of the remaining members of the City Council.</i> (c) Filling of vacancies. If only one seat on the council becomes vacant at a time, it shall be filled by a majority vote of the remaining members present and voting until the next regular city election. If two (2) or three (3) seats on the council become vacant at the same time, a special election shall be ordered to fill such vacancies unless the next regular city election is to be held within a ninety (90) day period and, in that event, the seats shall remain vacant until filled at such regular election. If four (4) or more vacancies exist at the same time, the mayor, or the deputy mayor in the mayor's absence, shall have the power and shall immediately order a special election to fill all such vacancies. In the event a special election is not ordered as provided herein, then it shall be ordered as provided in Section 1 of Article III of this charter.
For	3,466
Against	425

Charter Amendment B	To amend Article V, "Finance Administration", Section 11,
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	“Bonds and warrants”, (c), “Other debt instruments” to replace dated language regarding specific borrowing limits with a general statement that the City shall have the power to borrow money for any lawful public purpose and clarify borrowing limits by echoing language from Section 13 stating that bonds and other debt instruments secured by property taxes shall not exceed ten percent (10%) of property value as follows: (c) Other debt instruments. The city shall have the right to issue such other debt instruments as are allowed under state law, such as time warrants and certificates of obligation. The total amount of the principal of such instruments must not exceed one percent (1%) of the value of the property within the city that is subject to ad valorem taxes at the time of issuance. The maximum maturity of such instruments shall be thirty (30) years. power to borrow money on the credit of the City for any public purpose not prohibited and as provided by the Constitution and Laws of the State of Texas. <i>The aggregate amount of bonds and other debt instruments secured by the value of property within the city that is subject to ad valorem taxes at the time of issuance shall at no time exceed ten percent (10%) of the value of the property within said city subject to ad valorem tax.</i> All bonds of the city having been issued and sold in accordance with the terms of this section, and having been delivered to the purchasers thereof, shall thereafter be incontestable, and all bonds issued to refund and in exchange for outstanding bonds previously issued shall, after said exchange, be incontestable. No bonds of the City of Sherman shall be sold until after they have been advertised once a week for two (2) consecutive weeks, the first publication to be at least fourteen (14) days prior to the time set for the sale, and shall be sold at public sale for the best bid, upon sealed bids, and upon such other terms and conditions not inconsistent with express provisions of law and of this charter, as the city council may order. The city council shall have the right to reject any or all bids. The provisions of this section shall not apply to the sale of refunding bonds unless the council so elects. The ordinance authorizing any bonds to be issued shall provide for the creation of a sinking fund sufficient to pay the bonds at maturity, and shall make provision for the payment of the interest thereon as it matures, and any surplus in any sinking fund
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	or any general fund may be invested in bonds of the State of Texas or in securities of the United States, or such funds may be used for the purchase of the bonds of the City of Sherman which are not yet due; provided, however, that the price paid for said bonds or securities shall not exceed the market value at the time of purchase and the accrued interest on said bonds; and provided further that no such bonds shall be purchased which, according to their terms, mature at a date subsequent to the time of maturity of the bonds for the payment of which such sinking fund was created. Neither interest nor sinking fund shall be devoted to any other purpose whatsoever.
For	2,456
Against	1,237

Charter Amendment C	To delete in its entirety, Article VI, "Taxation", Section 1, "Powers of taxation", (c), "Occupation taxes" to eliminate the City's ability to collect Occupation Taxes as defined by Charter as follows: (c) — Occupation taxes. The council shall have the right to assess and collect such occupation taxes, licenses, and franchise taxes upon trades, professions, occupations, and any business transaction carried on in said city as may be authorized by the general laws of the State of Texas, but the amount so levied and collected shall not exceed one half (½) of the amount levied by the State of Texas for the same trade, profession, occupation, vocation, or business
For	2,961
Against	727

Charter Amendment D	To amend Article VII, "Planning and Engineering", Section 1, "City planning and zoning board" to reduce the number of Planning and Zoning Commissioners from nine (9) to seven (7) as follows: There shall be a city planning and zoning board consisting of nine (9) <i>seven (7)</i> members, each of whom must reside within the city and each of whom must be a qualified voter of the City of Sherman. The members of the board may be appointed by the city council for a partial term or for one (1) or two (2) terms of three (3) years each. Upon completion of the second term, such members will be ineligible for reappointment to the board for four (4) years. Members of the board shall hold no other city office during their term on said board.
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	The city planning and zoning board shall have the following powers and duties: (a) To recommend approval or disapproval to any property changes in the zoning plans and requirements of the City of Sherman and of all specific use permits with reference thereto, and to grant any exceptions and make any and all decisions with reference to the zoning laws of the City of Sherman, subject only to the ordinances of the City of Sherman and building codes. (b) To adhere to and follow the recommendations contained in any comprehensive plan for the physical development of the city. (c) To recommend to the city council the adoption of any comprehensive plan or deviation therefrom and make recommendations to the city manager and the city council on all matters affecting the physical development of the city, and this board shall be consulted on all comprehensive plans and implementation thereof as may be adopted or otherwise provided for herein. (d) To formulate any additions to or implementations of any comprehensive plan, which said recommendation, when adopted by the city council, shall become a part of the comprehensive plan. (e) To exercise control over all platting or subdividing on any surface, subsurface or air space and area within the corporate limits of the City of Sherman and outside said corporate limits to the extent authorized by law. (f) Any other powers and duties which may be prescribed by ordinance.
For	2,845
Against	912

Charter Amendment E	To amend Article X, "General Provisions", Section 10, "Nepotism" to eliminate the nepotism restriction as it relates to seasonal or part-time work as follows: No person related within the second degree by affinity, or the third degree by consanguinity to the mayor, or any member of the city council, or the city manager shall be appointed to any paid office, position, clerkship, or other position of service of the city. <i>This prohibition shall not apply to part-time or seasonal employment.</i>
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	This prohibition shall not apply to any person who shall have been employed by the city prior to and at the time of the election of the mayor, members of the city council, or the appointment of the city manager so related to him or her.
For	2,426
Against	1,294

Charter Amendment F	To delete in its entirety, Article X, “General Provisions”, Section 18, “Apportionment of costs of street improvements” to eliminate the City’s ability to assess adjacent property owners for street improvements as follows: The cost of making improvements to existing streets may be wholly paid by the city or partly by the city and partly by the owner or owners of the property abutting thereon; provided, that in no event shall more than two thirds (2/3) of the cost of an improvement, except sidewalks and curbs, be assessed against such property owner, but the whole cost of construction of sidewalks and curbs in front of any property may be assessed against the owner thereof or his or her property. Street improvements within and bounding new subdivisions shall be in accordance with the City of Sherman Developer’s Ordinance in effect at the time improvements are made.
For	2,780
Against	906

SECTION 2. That said election was duly called; that notice of said election was given in accordance with law; that said election was held in accordance with law; and that Josh Stevenson was duly elected to the Council Member, District 2 position; that Daron Holland was duly elected to the Council Member, District 4 position; and that Willie Steele was duly elected to the Council Member, At-Large, Place 1 position to fill an unexpired term until November 2018 of said City at said election; that said above named individuals are hereby declared to be duly elected to said respective offices, subject to filing of the Statement of Officers and the taking of the oaths provided by the laws of the State of Texas; that charter amendments A, B, C, D, E, and F are declared to have passed by the number of votes indicated in Section 1 of this Resolution; and the same are hereby declared to be part of the home-rule charter of the City of Sherman, Texas.

SECTION 3. That it is further found and determined that, in accordance with the resolution of this governing body, the Clerk posted written notice of the date, place, and subject of this meeting on the bulletin board located at the Sherman City Hall, a place convenient and readily accessible to the general public, and said notice having been so posted and remaining

posted continuously for at least 72 hours preceding the scheduled time of said meeting. A copy of the election returns shall be attached to the minutes of this meeting and shall be made a part thereof for all intents and purposes.

SECTION 4. 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 this the _____ day of _____, 2017.

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**

CITY OF SHERMAN, TEXAS

Regular Municipal Election November 7, 2017

Registered Voters 22,210

City Ballots Cast 4,216

Percentage Voted 19 %

PRECINCTS	101	102	103 *	104 *	106 *	108 *	301	302	303 *	304	305 *	405	408 *	409	TOTAL
Early Ballots Cast	329	153	0	0	0	0	159	613	70	425	0	47	6	718	2,520
Reg. Ballots Cast	235	116	0	0	0	0	129	435	54	286	0	35	1	405	1,696
Total Ballots Cast	564	269	0	0	0	0	288	1,048	124	711	0	82	7	1,123	4,216
Registered Voters	3,974	2,575	0	0	0	0	1,850	5,542	492	2,978	0	538	57	4,204	22,210
% of registered voters casting ballots by precinct	14%	10%	0%	0%	0%	0%	16%	19%	25%	24%	0%	15%	12%	27%	19%

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

Voter Statistics

RACES	EARLY VOTE TOTALS	ELECTION DAY TOTALS	GRAND TOTAL
Council Member, District 2			
Josh Stevenson	1,415	978	2,393
Commie O. Linson	757	482	1,239
Council Member, District 4			
Daron Holland	1,781	1,194	2,975
Council Member, At-Large, Place 1			
Ronald Rose	635	485	1,120
Willie Steele	1,469	896	2,365

Prepared by Linda Ashby, City Clerk, Sherman, Texas

RACES	EARLY VOTE TOTALS	ELECTION DAY TOTALS	GRAND TOTAL
Charter Amendment A			
For	2,090	1,376	3,466
Against	226	199	425
Charter Amendment B			
For	1,517	939	2,456
Against	687	550	1,237
Charter Amendment C			
For	1,783	1,178	2,961
Against	404	323	727
Charter Amendment D			
For	1,746	1,099	2,845
Against	493	419	912
Charter Amendment E			
For	1,514	912	2,426
Against	705	589	1,294
Charter Amendment F			
For	1,700	1,080	2,780
Against	489	417	906

CITY OF SHERMAN, TEXAS

Regular Municipal Election November 7, 2017

Registered Voters 22,210

City Ballots Cast 4,216

Percentage Voted 19 %

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

Voter Statistics by Precincts

PRECINCTS	101	102	103 *	104 *	106 *	108 *	301	302	303 *	304	305 *	405	408 *	409	EARLY VOTE TOTALS	ELECTION DAY TOTALS	GRAND TOTAL
Council Member, District 2																	
Josh Stevenson	307	86	0	0	0	0	160	579	74	412	0	50	2	723	1,415	978	2,393
Commie O. Linson	196	152	0	0	0	0	84	318	21	195	0	23	2	248	757	482	1,239
Council Member, District 4																	
Daron Holland	435	197	0	0	0	0	203	740	79	492	0	63	4	762	1,781	1,194	2,975
Council Member, At-Large, Place 1																	
Ronald Rose	169	82	0	0	0	0	95	282	32	161	0	28	1	270	635	485	1,120
Willie Steele	310	127	0	0	0	0	134	576	65	442	0	35	3	673	1,469	896	2,365

PRECINCTS	101	102	103	104	106	108	301	302	303	304	305	405	408	409	EARLY VOTE TOTALS	ELECTION DAY TOTALS	GRAND TOTAL
Charter Amendment A																	
For	446	197	0	0	0	0	227	876	100	601	0	73	4	942	2,090	1,376	3,466
Against	80	37	0	0	0	0	39	88	7	60	0	5	2	107	226	199	425
Charter Amendment B																	
For	302	144	0	0	0	0	139	604	72	461	0	46	2	686	1,517	939	2,456
Against	205	78	0	0	0	0	109	298	36	177	0	31	3	300	687	550	1,237
Charter Amendment C																	
For	371	169	0	0	0	0	194	739	87	511	0	61	5	824	1,783	1,178	2,961
Against	130	56	0	0	0	0	54	165	19	122	0	15	0	166	404	323	727
Charter Amendment D																	
For	361	160	0	0	0	0	190	718	86	508	0	58	4	760	1,746	1,099	2,845
Against	151	68	0	0	0	0	61	208	22	141	0	16	2	243	493	419	912
Charter Amendment E																	
For	322	138	0	0	0	0	155	595	72	439	0	48	2	655	1,514	912	2,426
Against	181	91	0	0	0	0	99	315	31	202	0	28	3	344	705	589	1,294
Charter Amendment F																	
For	360	163	0	0	0	0	180	659	84	506	0	60	4	764	1,700	1,080	2,780
Against	140	65	0	0	0	0	66	240	22	137	0	14	1	221	489	417	906

Prepared by Linda Ashby, City Clerk, Sherman, Texas

SUMMARY REPT-GROUP DETAIL

Joint Election
Grayson County, Texas
November 7, 2017

UNOFFICIAL RESULTS

Run Date:11/13/17 03:14 PM

Report EL45A Page 001

	TOTAL VOTES	%	EV MAIL	EV IN PERSON	ED IN PERSON	PROVISIONAL
PRECINCTS COUNTED (OF 10)	10	100.00				
REGISTERED VOTERS - TOTAL	25,359					
BALLOTS CAST - TOTAL	4,911		34	2,919	1,958	0
VOTER TURNOUT - TOTAL		19.37				
Council Member, District 2, Sherman						
Vote for 1						
Josh Stevenson	2,393	65.89	15	1,400	978	0
Commie O. Linson	1,239	34.11	9	748	482	0
Total	3,632		24	2,148	1,460	0
Council Member, District 4, Sherman						
Vote for 1						
Daron Holland	2,975	100.00	18	1,763	1,194	0
Total	2,975		18	1,763	1,194	0
Council Member, At-Large, Place 1, Sherman						
Vote for 1						
Ronald Rose	1,120	32.14	4	631	485	0
Willie Steele	2,365	67.86	22	1,447	896	0
Total	3,485		26	2,078	1,381	0
AMENDMENT A, CITY OF SHERMAN						
Vote for 1						
For	3,466	89.08	24	2,066	1,376	0
Against	425	10.92	2	224	199	0
Total	3,891		26	2,290	1,575	0
AMENDMENT B, CITY OF SHERMAN						
Vote for 1						
For	2,456	66.50	15	1,502	939	0
Against	1,237	33.50	11	676	550	0
Total	3,693		26	2,178	1,489	0
AMENDMENT C, CITY OF SHERMAN						
Vote for 1						
For	2,961	80.29	23	1,760	1,178	0
Against	727	19.71	2	402	323	0
Total	3,688		25	2,162	1,501	0
AMENDMENT D, CITY OF SHERMAN						
Vote for 1						
For	2,845	75.73	23	1,723	1,099	0
Against	912	24.27	4	489	419	0
Total	3,757		27	2,212	1,518	0

SUMMARY REPT-GROUP DETAIL

Joint Election
Grayson County, Texas
November 7, 2017

UNOFFICIAL RESULTS

Run Date:11/13/17 03:14 PM

Report EL45A Page 002

	TOTAL VOTES	%	EV MAIL	EV IN PERSON	ED IN PERSON	PROVISIONAL
AMENDMENT E, CITY OF SHERMAN						
Vote for 1						
For	2,426	65.22	19	1,495	912	0
Against	1,294	34.78	6	699	589	0
Total	3,720		25	2,194	1,501	0
AMENDMENT F, CITY OF SHERMAN						
Vote for 1						
For	2,780	75.42	21	1,679	1,080	0
Against	906	24.58	6	483	417	0
Total	3,686		27	2,162	1,497	0

PREC REPORT-GROUP DETAIL

Joint Election
Grayson County, Texas
November 7, 2017

UNOFFICIAL RESULTS

Run Date:11/14/17 12:08 PM

Report EL30A Page 0001-01

0001 PRECINCT 101

	TOTAL VOTES	%	EV MAIL	EV IN PERSON	ED IN PERSON	PROVISIONAL
REGISTERED VOTERS - TOTAL	3,974					
BALLOTS CAST - TOTAL.	564		3	326	235	0
VOTER TURNOUT - TOTAL		14.19				

Council Member, District 2, Sherman

Vote for 1

Josh Stevenson.	307	61.03	0	177	130	0
Commie O. Linson	196	38.97	2	119	75	0
Over Votes	0		0	0	0	0
Under Votes	61		1	30	30	0

Council Member, District 4, Sherman

Vote for 1

Daron Holland	435	100.00	2	256	177	0
Over Votes	0		0	0	0	0
Under Votes	129		1	70	58	0

Council Member, At-Large, Place 1, Sherman

Vote for 1

Ronald Rose.	169	35.28	1	105	63	0
Willie Steele	310	64.72	1	178	131	0
Over Votes	0		0	0	0	0
Under Votes	85		1	43	41	0

AMENDMENT A, CITY OF SHERMAN

Vote for 1

For	446	84.79	3	267	176	0
Against	80	15.21	0	40	40	0
Over Votes	0		0	0	0	0
Under Votes	38		0	19	19	0

AMENDMENT B, CITY OF SHERMAN

Vote for 1

For	302	59.57	2	187	113	0
Against	205	40.43	1	111	93	0
Over Votes	0		0	0	0	0
Under Votes	57		0	28	29	0

AMENDMENT C, CITY OF SHERMAN

Vote for 1

For	371	74.05	1	219	151	0
Against	130	25.95	2	74	54	0
Over Votes	0		0	0	0	0
Under Votes	63		0	33	30	0

AMENDMENT D, CITY OF SHERMAN

Vote for 1

For	361	70.51	3	226	132	0
Against	151	29.49	0	72	79	0
Over Votes	0		0	0	0	0
Under Votes	52		0	28	24	0

PREC REPORT-GROUP DETAIL

Joint Election
Grayson County, Texas
November 7, 2017

UNOFFICIAL RESULTS

Run Date:11/14/17 12:08 PM

Report EL30A Page 0001-02

0001 PRECINCT 101

TOTAL VOTES	%	EV MAIL	EV IN PERSON	ED IN PERSON	PROVISIONAL
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AMENDMENT E, CITY OF SHERMAN

Vote for 1

For	322	64.02	1	204	117	0
Against	181	35.98	1	92	88	0
Over Votes	0		0	0	0	0
Under Votes	61		1	30	30	0

AMENDMENT F, CITY OF SHERMAN

Vote for 1

For	360	72.00	2	218	140	0
Against	140	28.00	1	73	66	0
Over Votes	0		0	0	0	0
Under Votes	64		0	35	29	0

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0002 PRECINCT 102

	TOTAL VOTES	%	EV MAIL	EV IN PERSON	ED IN PERSON	PROVISIONAL
REGISTERED VOTERS - TOTAL	2,575					
BALLOTS CAST - TOTAL.	269		1	152	116	0
VOTER TURNOUT - TOTAL		10.45				

Council Member, District 2, Sherman

Vote for 1

Josh Stevenson.	86	36.13	0	50	36	0
Commie O. Linson	152	63.87	0	81	71	0
Over Votes	0		0	0	0	0
Under Votes	31		1	21	9	0

Council Member, District 4, Sherman

Vote for 1

Daron Holland	197	100.00	0	113	84	0
Over Votes	0		0	0	0	0
Under Votes	72		1	39	32	0

Council Member, At-Large, Place 1, Sherman

Vote for 1

Ronald Rose.	82	39.23	0	45	37	0
Willie Steele	127	60.77	0	72	55	0
Over Votes	0		0	0	0	0
Under Votes	60		1	35	24	0

AMENDMENT A, CITY OF SHERMAN

Vote for 1

For	197	84.19	0	110	87	0
Against	37	15.81	0	19	18	0
Over Votes	0		0	0	0	0
Under Votes	35		1	23	11	0

AMENDMENT B, CITY OF SHERMAN

Vote for 1

For	144	64.86	0	79	65	0
Against	78	35.14	0	50	28	0
Over Votes	0		0	0	0	0
Under Votes	47		1	23	23	0

AMENDMENT C, CITY OF SHERMAN

Vote for 1

For	169	75.11	0	93	76	0
Against	56	24.89	0	32	24	0
Over Votes	0		0	0	0	0
Under Votes	44		1	27	16	0

AMENDMENT D, CITY OF SHERMAN

Vote for 1

For	160	70.18	1	89	70	0
Against	68	29.82	0	39	29	0
Over Votes	0		0	0	0	0
Under Votes	41		0	24	17	0

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0002 PRECINCT 102

	TOTAL VOTES	%	EV MAIL	EV IN PERSON	ED IN PERSON	PROVISIONAL
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AMENDMENT E, CITY OF SHERMAN

Vote for 1

For	138	60.26	1	81	56	0
Against	91	39.74	0	46	45	0
Over Votes	0		0	0	0	0
Under Votes	40		0	25	15	0

AMENDMENT F, CITY OF SHERMAN

Vote for 1

For	163	71.49	1	87	75	0
Against	65	28.51	0	42	23	0
Over Votes	0		0	0	0	0
Under Votes	41		0	23	18	0

PREC REPORT-GROUP DETAIL

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0003 PRECINCT 103

	TOTAL VOTES	%	EV MAIL	EV IN PERSON	ED IN PERSON	PROVISIONAL
REGISTERED VOTERS - TOTAL	545					
BALLOTS CAST - TOTAL	117		6	73	38	0
VOTER TURNOUT - TOTAL		21.47				

No City of Sherman Voters

PREC REPORT-GROUP DETAIL

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0004 PRECINCT 104

	TOTAL VOTES	%	EV MAIL	EV IN PERSON	ED IN PERSON	PROVISIONAL
REGISTERED VOTERS - TOTAL	875					
BALLOTS CAST - TOTAL	135		1	76	58	0
VOTER TURNOUT - TOTAL		15.43				

No City of Sherman Voters

PREC REPORT-GROUP DETAIL

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0006 PRECINCT 106

	TOTAL VOTES	%	EV MAIL	EV IN PERSON	ED IN PERSON	PROVISIONAL
REGISTERED VOTERS - TOTAL	2,505					
BALLOTS CAST - TOTAL	446		3	259	184	0
VOTER TURNOUT - TOTAL		17.80				

No City of Sherman Voters

PREC REPORT-GROUP DETAIL

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0008 PRECINCT 108

	TOTAL VOTES	%	EV MAIL	EV IN PERSON	ED IN PERSON	PROVISIONAL
REGISTERED VOTERS - TOTAL	1,505					
BALLOTS CAST - TOTAL.	176		0	100	76	0
VOTER TURNOUT - TOTAL		11.69				

No City of Sherman Voters

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0019 PRECINCT 301

	TOTAL VOTES	%	EV MAIL	EV IN PERSON	ED IN PERSON	PROVISIONAL
REGISTERED VOTERS - TOTAL	1,850					
BALLOTS CAST - TOTAL	288		4	155	129	0
VOTER TURNOUT - TOTAL		15.57				
 Council Member, District 2, Sherman						
Vote for 1						
Josh Stevenson	160	65.57	3	91	66	0
Commie O. Linson	84	34.43	1	46	37	0
Over Votes	0		0	0	0	0
Under Votes	44		0	18	26	0
 Council Member, District 4, Sherman						
Vote for 1						
Daron Holland	203	100.00	3	114	86	0
Over Votes	0		0	0	0	0
Under Votes	85		1	41	43	0
 Council Member, At-Large, Place 1, Sherman						
Vote for 1						
Ronald Rose	95	41.48	2	53	40	0
Willie Steele	134	58.52	2	76	56	0
Over Votes	0		0	0	0	0
Under Votes	59		0	26	33	0
 AMENDMENT A, CITY OF SHERMAN						
Vote for 1						
For	227	85.34	3	124	100	0
Against	39	14.66	0	21	18	0
Over Votes	0		0	0	0	0
Under Votes	22		1	10	11	0
 AMENDMENT B, CITY OF SHERMAN						
Vote for 1						
For	139	56.05	0	85	54	0
Against	109	43.95	3	52	54	0
Over Votes	0		0	0	0	0
Under Votes	40		1	18	21	0
 AMENDMENT C, CITY OF SHERMAN						
Vote for 1						
For	194	78.23	3	107	84	0
Against	54	21.77	0	29	25	0
Over Votes	0		0	0	0	0
Under Votes	40		1	19	20	0
 AMENDMENT D, CITY OF SHERMAN						
Vote for 1						
For	190	75.70	2	110	78	0
Against	61	24.30	1	28	32	0
Over Votes	0		0	0	0	0
Under Votes	37		1	17	19	0

PREC REPORT-GROUP DETAIL

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0019 PRECINCT 301

	TOTAL VOTES	%	EV MAIL	EV IN PERSON	ED IN PERSON	PROVISIONAL
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AMENDMENT E, CITY OF SHERMAN

Vote for 1

For	155	61.02	1	94	60	0
Against	99	38.98	2	46	51	0
Over Votes	0		0	0	0	0
Under Votes	34		1	15	18	0

AMENDMENT F, CITY OF SHERMAN

Vote for 1

For	180	73.17	2	104	74	0
Against	66	26.83	1	30	35	0
Over Votes	0		0	0	0	0
Under Votes	42		1	21	20	0

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0020 PRECINCT 302

	TOTAL VOTES	%	EV MAIL	EV IN PERSON	ED IN PERSON	PROVISIONAL
REGISTERED VOTERS - TOTAL	5,542					
BALLOTS CAST - TOTAL.	1,048		5	608	435	0
VOTER TURNOUT - TOTAL		18.91				

Council Member, District 2, Sherman

Vote for 1						
Josh Stevenson.	579	64.55	1	332	246	0
Commie O. Linson	318	35.45	1	182	135	0
Over Votes	0		0	0	0	0
Under Votes	151		3	94	54	0

Council Member, District 4, Sherman

Vote for 1						
Daron Holland	740	100.00	2	427	311	0
Over Votes	0		0	0	0	0
Under Votes	308		3	181	124	0

Council Member, At-Large, Place 1, Sherman

Vote for 1						
Ronald Rose.	282	32.87	0	148	134	0
Willie Steele	576	67.13	2	348	226	0
Over Votes	0		0	0	0	0
Under Votes	190		3	112	75	0

AMENDMENT A, CITY OF SHERMAN

Vote for 1						
For	876	90.87	2	511	363	0
Against	88	9.13	0	41	47	0
Over Votes	0		0	0	0	0
Under Votes	84		3	56	25	0

AMENDMENT B, CITY OF SHERMAN

Vote for 1						
For	604	66.96	2	361	241	0
Against	298	33.04	0	159	139	0
Over Votes	0		0	0	0	0
Under Votes	146		3	88	55	0

AMENDMENT C, CITY OF SHERMAN

Vote for 1						
For	739	81.75	2	430	307	0
Against	165	18.25	0	87	78	0
Over Votes	0		0	0	0	0
Under Votes	144		3	91	50	0

AMENDMENT D, CITY OF SHERMAN

Vote for 1						
For	718	77.54	2	435	281	0
Against	208	22.46	0	100	108	0
Over Votes	0		0	0	0	0
Under Votes	122		3	73	46	0

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0020 PRECINCT 302

	TOTAL VOTES	%	EV MAIL	EV IN PERSON	ED IN PERSON	PROVISIONAL
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AMENDMENT E, CITY OF SHERMAN

Vote for 1

For	595	65.38	1	367	227	0
Against	315	34.62	1	156	158	0
Over Votes	0		0	0	0	0
Under Votes	138		3	85	50	0

AMENDMENT F, CITY OF SHERMAN

Vote for 1

For	659	73.30	0	394	265	0
Against	240	26.70	2	121	117	0
Over Votes	0		0	0	0	0
Under Votes	149		3	93	53	0

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0021 PRECINCT 303

	TOTAL VOTES	%	EV MAIL	EV IN PERSON	ED IN PERSON	PROVISIONAL
REGISTERED VOTERS - TOTAL	981					
BALLOTS CAST - TOTAL	228		0	131	97	0
VOTER TURNOUT - TOTAL		23.24				

Council Member, District 2, Sherman

Vote for 1

Josh Stevenson	74	77.89	0	35	39	0
Commie O. Linson	21	22.11	0	14	7	0
Over Votes	0		0	0	0	0
Under Votes	29		0	21	8	0

Council Member, District 4, Sherman

Vote for 1

Daron Holland	79	100.00	0	39	40	0
Over Votes	0		0	0	0	0
Under Votes	45		0	31	14	0

Council Member, At-Large, Place 1, Sherman

Vote for 1

Ronald Rose	32	32.99	0	15	17	0
Willie Steele	65	67.01	0	36	29	0
Over Votes	0		0	0	0	0
Under Votes	27		0	19	8	0

AMENDMENT A, CITY OF SHERMAN

Vote for 1

For	100	93.46	0	55	45	0
Against	7	6.54	0	3	4	0
Over Votes	0		0	0	0	0
Under Votes	17		0	12	5	0

AMENDMENT B, CITY OF SHERMAN

Vote for 1

For	72	66.67	0	41	31	0
Against	36	33.33	0	16	20	0
Over Votes	0		0	0	0	0
Under Votes	16		0	13	3	0

AMENDMENT C, CITY OF SHERMAN

Vote for 1

For	87	82.08	0	50	37	0
Against	19	17.92	0	8	11	0
Over Votes	0		0	0	0	0
Under Votes	18		0	12	6	0

AMENDMENT D, CITY OF SHERMAN

Vote for 1

For	86	79.63	0	48	38	0
Against	22	20.37	0	10	12	0
Over Votes	0		0	0	0	0
Under Votes	16		0	12	4	0

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0021 PRECINCT 303

	TOTAL VOTES	%	EV MAIL	EV IN PERSON	ED IN PERSON	PROVISIONAL
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AMENDMENT E, CITY OF SHERMAN

Vote for 1

For	72	69.90	0	40	32	0
Against	31	30.10	0	16	15	0
Over Votes	0		0	0	0	0
Under Votes	21		0	14	7	0

AMENDMENT F, CITY OF SHERMAN

Vote for 1

For	84	79.25	0	49	35	0
Against	22	20.75	0	8	14	0
Over Votes	0		0	0	0	0
Under Votes	18		0	13	5	0

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0022 PRECINCT 304

	TOTAL VOTES	%	EV MAIL	EV IN PERSON	ED IN PERSON	PROVISIONAL
REGISTERED VOTERS - TOTAL	2,978					
BALLOTS CAST - TOTAL	711		8	417	286	0
VOTER TURNOUT - TOTAL		23.88				
 Council Member, District 2, Sherman						
Vote for 1						
Josh Stevenson	412	67.87	5	239	168	0
Commie O. Linson	195	32.13	3	117	75	0
Over Votes	0		0	0	0	0
Under Votes	104		0	61	43	0
 Council Member, District 4, Sherman						
Vote for 1						
Daron Holland	492	100.00	6	282	204	0
Over Votes	0		0	0	0	0
Under Votes	219		2	135	82	0
 Council Member, At-Large, Place 1, Sherman						
Vote for 1						
Ronald Rose	161	26.70	1	87	73	0
Willie Steele	442	73.30	7	274	161	0
Over Votes	0		0	0	0	0
Under Votes	108		0	56	52	0
 AMENDMENT A, CITY OF SHERMAN						
Vote for 1						
For	601	90.92	8	358	235	0
Against	60	9.08	0	33	27	0
Over Votes	0		0	0	0	0
Under Votes	50		0	26	24	0
 AMENDMENT B, CITY OF SHERMAN						
Vote for 1						
For	461	72.26	5	276	180	0
Against	177	27.74	3	101	73	0
Over Votes	0		0	0	0	0
Under Votes	73		0	40	33	0
 AMENDMENT C, CITY OF SHERMAN						
Vote for 1						
For	511	80.73	7	303	201	0
Against	122	19.27	0	67	55	0
Over Votes	0		0	0	0	0
Under Votes	78		1	47	30	0
 AMENDMENT D, CITY OF SHERMAN						
Vote for 1						
For	508	78.27	7	294	207	0
Against	141	21.73	1	86	54	0
Over Votes	0		0	0	0	0
Under Votes	62		0	37	25	0

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0022 PRECINCT 304

	TOTAL VOTES	%	EV MAIL	EV IN PERSON	ED IN PERSON	PROVISIONAL
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AMENDMENT E, CITY OF SHERMAN

Vote for 1

For	439	68.49	7	261	171	0
Against	202	31.51	0	117	85	0
Over Votes	0		0	0	0	0
Under Votes	70		1	39	30	0

AMENDMENT F, CITY OF SHERMAN

Vote for 1

For	506	78.69	6	304	196	0
Against	137	21.31	2	73	62	0
Over Votes	0		0	0	0	0
Under Votes	68		0	40	28	0

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0023 PRECINCT 305

	TOTAL VOTES	%	EV MAIL	EV IN PERSON	ED IN PERSON	PROVISIONAL
REGISTERED VOTERS - TOTAL	1,390					
BALLOTS CAST - TOTAL.	390		3	260	127	0
VOTER TURNOUT - TOTAL		28.06				

Council Member, District 2, Sherman

Vote for 1

Josh Stevenson.	0	0	0	0	0
Commie O. Linson	0	0	0	0	0
Over Votes	0	0	0	0	0
Under Votes	0	0	0	0	0

Council Member, District 4, Sherman

Vote for 1

Daron Holland	0	0	0	0	0
Over Votes	0	0	0	0	0
Under Votes	0	0	0	0	0

Council Member, At-Large, Place 1, Sherman

Vote for 1

Ronald Rose.	0	0	0	0	0
Willie Steele	0	0	0	0	0
Over Votes	0	0	0	0	0
Under Votes	0	0	0	0	0

AMENDMENT A, CITY OF SHERMAN

Vote for 1

For	0	0	0	0	0
Against	0	0	0	0	0
Over Votes	0	0	0	0	0
Under Votes	0	0	0	0	0

AMENDMENT B, CITY OF SHERMAN

Vote for 1

For	0	0	0	0	0
Against	0	0	0	0	0
Over Votes	0	0	0	0	0
Under Votes	0	0	0	0	0

AMENDMENT C, CITY OF SHERMAN

Vote for 1

For	0	0	0	0	0
Against	0	0	0	0	0
Over Votes	0	0	0	0	0
Under Votes	0	0	0	0	0

AMENDMENT D, CITY OF SHERMAN

Vote for 1

For	0	0	0	0	0
Against	0	0	0	0	0
Over Votes	0	0	0	0	0
Under Votes	0	0	0	0	0

PREC REPORT-GROUP DETAIL

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0023 PRECINCT 305

	TOTAL VOTES	%	EV MAIL	EV IN PERSON	ED IN PERSON	PROVISIONAL
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AMENDMENT E, CITY OF SHERMAN

Vote for 1

For	0		0	0	0	0
Against	0		0	0	0	0
Over Votes	0		0	0	0	0
Under Votes	0		0	0	0	0

AMENDMENT F, CITY OF SHERMAN

Vote for 1

For	0		0	0	0	0
Against	0		0	0	0	0
Over Votes	0		0	0	0	0
Under Votes	0		0	0	0	0

PREC REPORT-GROUP DETAIL

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0032 PRECINCT 405

	TOTAL VOTES	%	EV MAIL	EV IN PERSON	ED IN PERSON	PROVISIONAL
REGISTERED VOTERS - TOTAL	538					
BALLOTS CAST - TOTAL	82		0	47	35	0
VOTER TURNOUT - TOTAL		15.24				

Council Member, District 2, Sherman

Vote for 1

Josh Stevenson	50	68.49	0	31	19	0
Commie O. Linson	23	31.51	0	12	11	0
Over Votes	0		0	0	0	0
Under Votes	9		0	4	5	0

Council Member, District 4, Sherman

Vote for 1

Daron Holland	63	100.00	0	34	29	0
Over Votes	0		0	0	0	0
Under Votes	19		0	13	6	0

Council Member, At-Large, Place 1, Sherman

Vote for 1

Ronald Rose	28	44.44	0	13	15	0
Willie Steele	35	55.56	0	22	13	0
Over Votes	0		0	0	0	0
Under Votes	19		0	12	7	0

AMENDMENT A, CITY OF SHERMAN

Vote for 1

For	73	93.59	0	41	32	0
Against	5	6.41	0	3	2	0
Over Votes	0		0	0	0	0
Under Votes	4		0	3	1	0

AMENDMENT B, CITY OF SHERMAN

Vote for 1

For	46	59.74	0	28	18	0
Against	31	40.26	0	14	17	0
Over Votes	0		0	0	0	0
Under Votes	5		0	5	0	0

AMENDMENT C, CITY OF SHERMAN

Vote for 1

For	61	80.26	0	37	24	0
Against	15	19.74	0	6	9	0
Over Votes	0		0	0	0	0
Under Votes	6		0	4	2	0

AMENDMENT D, CITY OF SHERMAN

Vote for 1

For	58	78.38	0	33	25	0
Against	16	21.62	0	9	7	0
Over Votes	0		0	0	0	0
Under Votes	8		0	5	3	0

PREC REPORT-GROUP DETAIL

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0032 PRECINCT 405

	TOTAL VOTES	%	EV MAIL	EV IN PERSON	ED IN PERSON	PROVISIONAL
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AMENDMENT E, CITY OF SHERMAN

Vote for 1

For	48	63.16	0	28	20	0
Against	28	36.84	0	15	13	0
Over Votes	0		0	0	0	0
Under Votes	6		0	4	2	0

AMENDMENT F, CITY OF SHERMAN

Vote for 1

For	60	81.08	0	34	26	0
Against	14	18.92	0	7	7	0
Over Votes	0		0	0	0	0
Under Votes	8		0	6	2	0

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0035 PRECINCT 408

	TOTAL VOTES	%	EV MAIL	EV IN PERSON	ED IN PERSON	PROVISIONAL
REGISTERED VOTERS - TOTAL	1,327					
BALLOTS CAST - TOTAL	208		0	115	93	0
VOTER TURNOUT - TOTAL		15.67				

Council Member, District 2, Sherman

Vote for 1

Josh Stevenson	2	50.00	0	1	1	0
Commie O. Linson	2	50.00	0	2	0	0
Over Votes	0		0	0	0	0
Under Votes	3		0	3	0	0

Council Member, District 4, Sherman

Vote for 1

Daron Holland	4	100.00	0	4	0	0
Over Votes	0		0	0	0	0
Under Votes	3		0	2	1	0

Council Member, At-Large, Place 1, Sherman

Vote for 1

Ronald Rose	1	25.00	0	0	1	0
Willie Steele	3	75.00	0	3	0	0
Over Votes	0		0	0	0	0
Under Votes	3		0	3	0	0

AMENDMENT A, CITY OF SHERMAN

Vote for 1

For	4	66.67	0	4	0	0
Against	2	33.33	0	1	1	0
Over Votes	0		0	0	0	0
Under Votes	1		0	1	0	0

AMENDMENT B, CITY OF SHERMAN

Vote for 1

For	2	40.00	0	2	0	0
Against	3	60.00	0	2	1	0
Over Votes	0		0	0	0	0
Under Votes	2		0	2	0	0

AMENDMENT C, CITY OF SHERMAN

Vote for 1

For	5	100.00	0	4	1	0
Against	0		0	0	0	0
Over Votes	0		0	0	0	0
Under Votes	2		0	2	0	0

AMENDMENT D, CITY OF SHERMAN

Vote for 1

For	4	66.67	0	3	1	0
Against	2	33.33	0	2	0	0
Over Votes	0		0	0	0	0
Under Votes	1		0	1	0	0

PREC REPORT-GROUP DETAIL

Joint Election
Grayson County, Texas
November 7, 2017

UNOFFICIAL RESULTS

Run Date:11/14/17 12:08 PM

Report EL30A Page 0035-02

0035 PRECINCT 408

	TOTAL VOTES	%	EV MAIL	EV IN PERSON	ED IN PERSON	PROVISIONAL
AMENDMENT E, CITY OF SHERMAN						
Vote for 1						
For	2	40.00	0	2	0	0
Against	3	60.00	0	2	1	0
Over Votes	0		0	0	0	0
Under Votes	2		0	2	0	0
AMENDMENT F, CITY OF SHERMAN						
Vote for 1						
For	4	80.00	0	3	1	0
Against	1	20.00	0	1	0	0
Over Votes	0		0	0	0	0
Under Votes	2		0	2	0	0

PREC REPORT-GROUP DETAIL

Joint Election
Grayson County, Texas
November 7, 2017

UNOFFICIAL RESULTS

Run Date:11/14/17 12:08 PM

Report EL30A Page 0036-01

0036 PRECINCT 409

	TOTAL VOTES	%	EV MAIL	EV IN PERSON	ED IN PERSON	PROVISIONAL
REGISTERED VOTERS - TOTAL	4,204					
BALLOTS CAST - TOTAL	1,123		10	708	405	0
VOTER TURNOUT - TOTAL		26.71				

Council Member, District 2, Sherman

Vote for 1						
Josh Stevenson	723	74.46	6	444	273	0
Commie O. Linson	248	25.54	2	175	71	0
Over Votes	0		0	0	0	0
Under Votes	152		2	89	61	0

Council Member, District 4, Sherman

Vote for 1						
Daron Holland	762	100.00	5	494	263	0
Over Votes	0		0	0	0	0
Under Votes	361		5	214	142	0

Council Member, At-Large, Place 1, Sherman

Vote for 1						
Ronald Rose	270	28.63	0	165	105	0
Willie Steele	673	71.37	10	438	225	0
Over Votes	0		0	0	0	0
Under Votes	180		0	105	75	0

AMENDMENT A, CITY OF SHERMAN

Vote for 1						
For	942	89.80	8	596	338	0
Against	107	10.20	2	63	42	0
Over Votes	0		0	0	0	0
Under Votes	74		0	49	25	0

AMENDMENT B, CITY OF SHERMAN

Vote for 1						
For	686	69.57	6	443	237	0
Against	300	30.43	4	171	125	0
Over Votes	0		0	0	0	0
Under Votes	137		0	94	43	0

AMENDMENT C, CITY OF SHERMAN

Vote for 1						
For	824	83.23	10	517	297	0
Against	166	16.77	0	99	67	0
Over Votes	0		0	0	0	0
Under Votes	133		0	92	41	0

AMENDMENT D, CITY OF SHERMAN

Vote for 1						
For	760	75.77	8	485	267	0
Against	243	24.23	2	143	98	0
Over Votes	0		0	0	0	0
Under Votes	120		0	80	40	0

PREC REPORT-GROUP DETAIL

Joint Election
Grayson County, Texas
November 7, 2017

UNOFFICIAL RESULTS

Run Date:11/14/17 12:08 PM

Report EL30A Page 0036-02

0036 PRECINCT 409

TOTAL VOTES % EV MAIL EV IN PERSON ED IN PERSON PROVISIONAL

AMENDMENT E, CITY OF SHERMAN

Vote for 1

For	655	65.57	8	418	229	0
Against	344	34.43	2	209	133	0
Over Votes	0		0	0	0	0
Under Votes	124		0	81	43	0

AMENDMENT F, CITY OF SHERMAN

Vote for 1

For	764	77.56	10	486	268	0
Against	221	22.44	0	128	93	0
Over Votes	0		0	0	0	0
Under Votes	138		0	94	44	0



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

B.3.

Meeting Date: 11/20/2017

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

C.1.

Meeting Date: 11/20/2017

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 as required by the Charter.

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

D.1.

Meeting Date: 11/20/2017

Prepared By: Linda Ashby, City Clerk

Approved By: Robby Hefton, City Manager

Caption:

COUNCIL ELECTION OF DEPUTY MAYOR

Issue:

The Deputy Mayor is elected by the City Council for a one-year term or until the Council is reorganized. Normally the Deputy Mayor is elected at the Council Meeting in November where new members are sworn in.

Background:

Article II, Section 3 of the City Charter provides for the designation of a Deputy Mayor, as follows:

Section 3. Mayor and deputy mayor.

The mayor shall preside at the meetings of the council, and shall be recognized as head of the city government for all ceremonial purposes, and by the governor for purposes of military law, but shall have no regular administrative duties. The mayor shall be entitled to vote upon all matters considered by the council. The mayor shall not make or second motions. The council shall elect a deputy mayor from the council for a one-year term, or until the council is reorganized, who shall act as mayor during the absence or inability of the mayor to serve. If a vacancy should occur in the office of mayor, the deputy mayor shall serve for the remainder of the mayor's term or until the next general election, whichever shall first occur.

Origination:

The election of a Deputy Mayor originated with the City Clerk's Office.

Financial Consideration:

There is no specific cost associated with electing a Deputy Mayor.

Staff Recommendation:

It is recommended that the Council Members elect a new Deputy Mayor.

Alternatives:

There is no viable alternative.



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

E.1.

Meeting Date: 11/20/2017

Prepared By: Clint Philpott, Director of Engineering

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6080

Providing for a Permanent "Stop" Sign on Sistrunk Drive at Dripping Springs Road within the City Limits of the City of Sherman; Providing for a Penalty Provision

Issue:

To adopt an ordinance providing for a permanent "Stop" sign on Sistrunk Drive at Dripping Springs Road, stopping northbound and southbound traffic on Sistrunk Drive

Background:

The Engineering Department reviewed the intersection based on the criteria set forth in the Texas Manual on Uniform Traffic Control Devices and determined that a "stop" sign is required at this location. The "stop" sign has been up for 90 days to allow staff to evaluate the issue.

Origination:

Engineering Department

Financial Consideration:

The City's cost for installing the signs are approximately \$300.00 for time and materials.

Staff Recommendation:

It is recommended that the City Council adopt the proposed ordinance.

Alternatives:

As directed by the Council

Attachments

Ordinance No. 6080

Aerial Location Map

ORDINANCE NO. 6080

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, PROVIDING FOR A PERMANENT "STOP" SIGN ON SISTRUNK DRIVE AT DRIPPING SPRINGS ROAD WITHIN THE CITY LIMITS OF THE CITY OF SHERMAN; PROVIDING FOR A PENALTY PROVISION; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That, from and after the passage of this ordinance, a permanent "Stop" sign shall be in place at the following location within the corporate limits of the City of Sherman, Texas:

At the intersection of Sistrunk Drive and Dripping Springs Road, stopping northbound and southbound traffic on Sistrunk Drive.

SECTION 2. That the City Engineer is directed to designate this action by the appropriate marking and sign.

SECTION 3. That, from and after the erection of the stop sign herein authorized, it shall be unlawful for the driver of any vehicle approaching such stop sign to fail to bring such vehicle to a complete stop at a clearly-marked stop line; but, if none, then at the point nearest the intersecting roadway where the driver has a view of approaching traffic on the intersecting roadway before entering the intersection. Violators of this ordinance shall be subject to fine as provided in Section 1-6 of the Code of Ordinances of the City of Sherman, Texas, codified.

SECTION 4. That the provisions of this ordinance are severable and the invalidity of any word, phrase, or part of this ordinance shall not affect the validity or effectiveness of the remainder of the ordinance.

SECTION 5. That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 6. That it is hereby officially found and determined that the meeting at which this ordinance 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.

INTRODUCED on this the _____ day of _____, 2017.

ADOPTED on this the _____ day of _____, 2017.

EFFECTIVE DATE on this the _____ day of _____, 2017.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

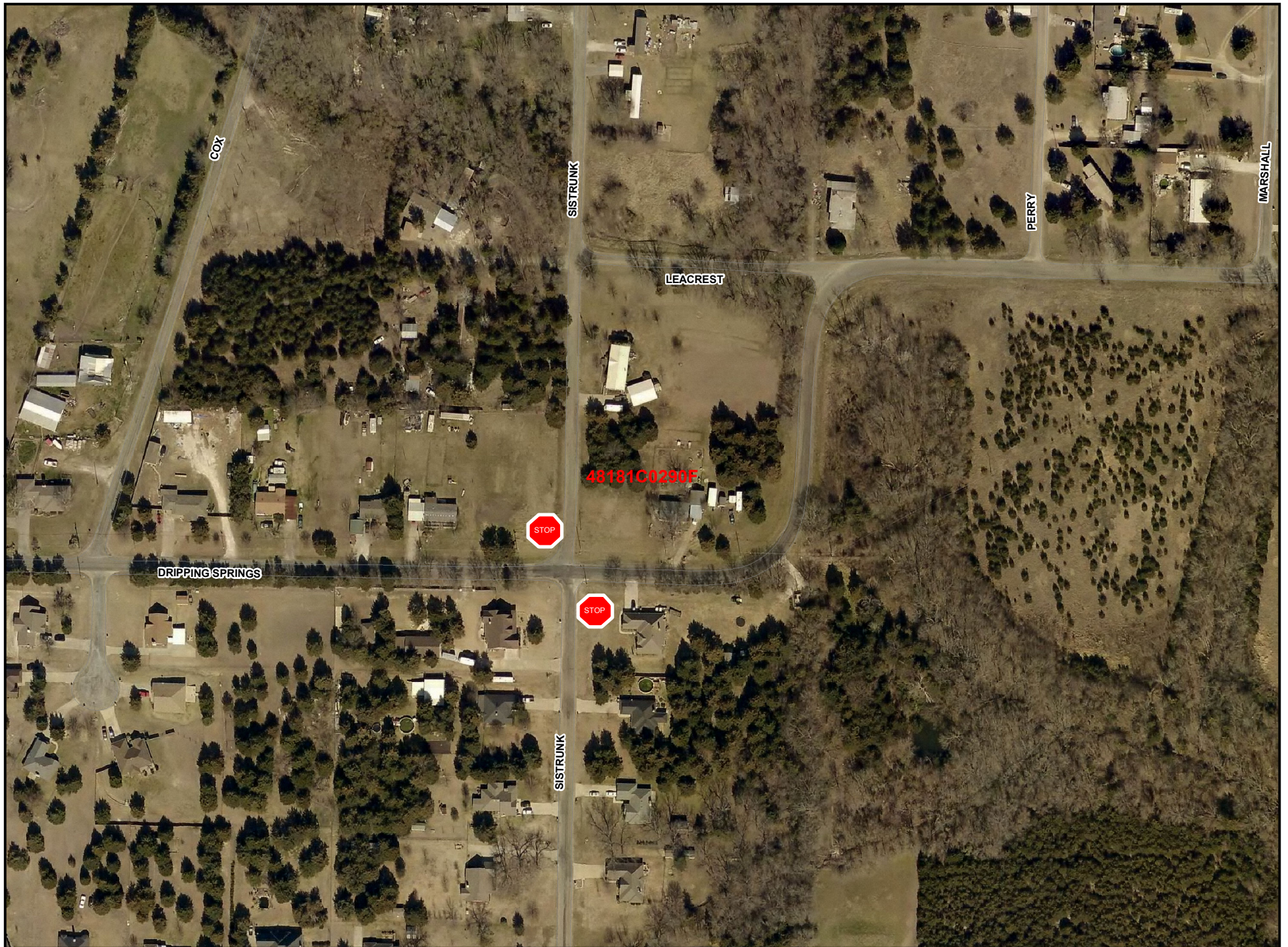
ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

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

STOP Sign on Sistrunk Drive at Dripping Springs Road



1 inch = 200 feet





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

E.2.

Meeting Date: 11/20/2017

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

ADOPTION OF ORDINANCES

Consider Adoption of Ordinance Number: 6080

Issue:

- E. 1. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6080**
Providing for a Permanent "Stop" Sign on Sistrunk Drive at Dripping Springs Road
within the City Limits of the City of Sherman; Providing for a Penalty Provision
-



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

E.3.

Meeting Date: 11/20/2017

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:

F. 7. * RESOLUTION NO. 6307

Authorizing the Execution of an Amendment to the Site Lease Agreement with Dallas MTA, L.P. d/b/a Verizon Wireless for Real Property at 317 South Travis Street consisting of approximately 2,250 square feet and containing a Communications Tower and related facility

F. 8. * RESOLUTION NO. 6308

Authorizing the Purchase of Three Chevrolet Tahoe Police Patrol Vehicles for the Sherman Police Department from Caldwell Country through the Texas Local Government Purchasing Cooperative (BuyBoard)

F. 9. * RESOLUTION NO. 6309

Authorizing Execution of an Agreement with Young Enterprises, LP for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 724 South Montgomery Street

F. 10. * RESOLUTION NO. 6310

Authorizing Execution of an Agreement with Young Enterprises, LP for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 112 West Staples Street

G. 1. * REQUEST TO ADVERTISE

City of Sherman Sludge Thickener Replacement Project

H. 1. * CHANGE ORDER NO. 2

Gallagher Elevated Tank Repair and Paint Project; American Suncraft Company, Inc.;
\$121,990.00 Increase

I. 2. * *OTHER BUSINESS*

Approval of the 2017 Ad Valorem Tax Roll Value and Tax Levy



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

F.1.

Meeting Date: 11/20/2017

Prepared By: Brandon Shelby, City Attorney

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6301

Finding and Determining the Qualifications for a Tax Increment Reinvestment Zone; Initiating the Formation of the Tax Increment Reinvestment Zone #7 and Approving the Zone's Preliminary Reinvestment Zone Financing Plan

Issue:

This resolution is the first step in the formation of this zone and financing of the eventual construction of infrastructure in the area of the Sherman Tax Increment Reinvestment Zone #7, which covers the area southeast of the intersection of U.S. Highway 75 and F.M. 1417 (Heritage Parkway).

Background:

By state law, the City Council may designate an area as a Tax Increment Reinvestment Zone for the purpose of promoting development that would not occur solely through private investment in the reasonably foreseeable future. As part of the zone creation process, a preliminary reinvestment zone financing plan has been prepared for the Council's approval. The plan calls for public infrastructure funded by 75% of the maintenance and operations property tax rate of the City of Sherman and 75% of the property tax rate of Grayson County that is allocated to its General Fund. If the Council approves this preliminary plan, the staff will proceed with developing an ordinance and a project and financing plan for the City Council's approval. Improvements will be paid with revenues generated by the Zone.

Origination:

City Council

Financial Consideration:

There is no financial consideration to passing this resolution, except that the increased taxable values within the zone will be directed to building infrastructure in that location.

Staff Recommendation:

The staff recommends approving this resolution.

Alternatives:

The City Council could deny this resolution or direct that changes be made in the resolution or to the preliminary reinvestment zone financing plan.

Attachments

Resolution No. 6301

TIRZ #7 Preliminary Financing Plan

RESOLUTION NO. 6301

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, FINDING AND DETERMINING THE QUALIFICATIONS FOR A TAX INCREMENT REINVESTMENT ZONE; INITIATING THE FORMATION OF THE TAX INCREMENT REINVESTMENT ZONE #7 AND APPROVING THE ZONE'S PRELIMINARY REINVESTMENT ZONE FINANCING PLAN; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Council hereby finds and determines that the real property described in the Preliminary Financing Plan, attached hereto as Exhibit "A" and made a part hereof for all purposes, containing 22 acres, more or less, for the proposed Tax Increment Reinvestment Zone #7, has the following characteristics and conditions and, therefore, meets or exceeds the criteria for a tax increment financing zone as set forth in Chapter 311 of the Texas Tax Code.

- (A) That the area within the zone is predominantly open and, because of obsolete platting, deteriorating structures, or other factors (such as insufficient roads for traffic circulation, insufficient drainage facilities, and a hilly topography that retards orderly, cost-effective development), the area within the zone substantially impairs the growth of the City.
- (B) That the proposed zone has no more than ten percent (10%) of the real property within the zone that is, or will be used, for residential purposes.
- (C) That the proposed zone does not contain real property that cumulatively exceeds fifteen percent (15%) of the total appraised value of real property within the City of Sherman, or Grayson County, or the Sherman Independent School District.

SECTION 2. That the City Manager or his designee is hereby authorized and directed to immediately proceed with the necessary procedures to have declared the proposed real property the City of Sherman's Tax Increment Reinvestment Zone #7.

SECTION 3. That the attached Exhibit "A" entitled Preliminary Financing Plan – Tax Increment Reinvestment Zone #7 is hereby approved in its entirety.

SECTION 4. 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 _____, 2017.

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**



Preliminary Financing Plan
Tax Increment Reinvestment Zone #7

November 20, 2017

DESCRIPTION

The proposed location of Tax Increment Reinvestment Zone #7 is on the southeast corner of Highway 75 and State Highway 1417. The base is the taxable value for the tax year 2018 of \$0 and contains about 22.31 acres. The area consists of three tax-exempt tracts. See Attachments A and B for a parcel list and map of the proposed zone. Attachment E is a survey.

The area designated as TIRZ #7 is largely undeveloped but contains a City fire station which will be demolished with a new fire station located on the west side of the city. A significant portion of the land also requires environmental clean-up due to the presence of vacant land that once was used for a gas station, and a deteriorated commercial building. Zoning consists of Retail Business (C-1), General Commercial (C-2), with part of the property included in the Blalock Industrial Park. The zone is expected to be commercially zoned.

The project plan calls for infrastructure to be added to the site in order to attract commercial development. Proposed improvements of \$2,386,223 include streets, a parking lot, storm sewers, environmental clean-up, water, and waste water infrastructure. Attachment C contains a listing of the estimated construction costs. The TIRZ will be responsible for \$1,680,000 of the proposed improvements. Future development in the TIRZ is expected with the extent of TIRZ participation in those costs to be determined at that time.

The City will contribute 75% (seventy-five percent) of its maintenance and operations (M&O) property tax rate and the County will contribute 75% (seventy-five percent) of its tax rate that is allocated to the general fund to the Tax Increment Reinvestment Zone Fund. No other taxing entities will participate.

The preliminary Feasibility Study in Attachment F finds the project is feasible.

DEVELOPMENT PLAN

Development is expected to begin in 2018.

ESTIMATED BONDED INDEBTEDNESS

The City will fund the project with an allocation of proceeds from the 2017 Certificates of Obligation and/or available reserves from the City of Sherman. The estimated indebtedness is \$1,850,000. Repayment of the allocation and of the reserves provided by the City will be made from incremental revenues generated by the zone.

DURATION

The Zone will terminate on the date that all project costs and project debt has been fully repaid. That period is estimated to be approximately twenty years from the date the bonds are issued.

ATTACHMENT A

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City of Sherman
Tax Increment Reinvestment Zone #7
PARCEL LIST
Attachment B

Parcel ID	Owner	Total Acreage	Assessed Value	Improvements Value	Exempt Property	Acreage in TIRZ	Taxable Value in TIRZ
122517	Sherman Economic Development	13.41	\$ 292,070	\$ -	292,070	13.41	\$ -
122518	City of Sherman	7.41	542,196	785,000	1,327,196	7.41	-
122519	City of Sherman	1.49	163,560	250,000	413,560	1.49	-
		22.31	\$ 997,826	\$ 1,035,000	\$ 2,032,826	22.31	\$ -

City of Sherman
Tax Increment Reinvestment Zone #7
CONSTRUCTION COSTS
Attachment C

Description

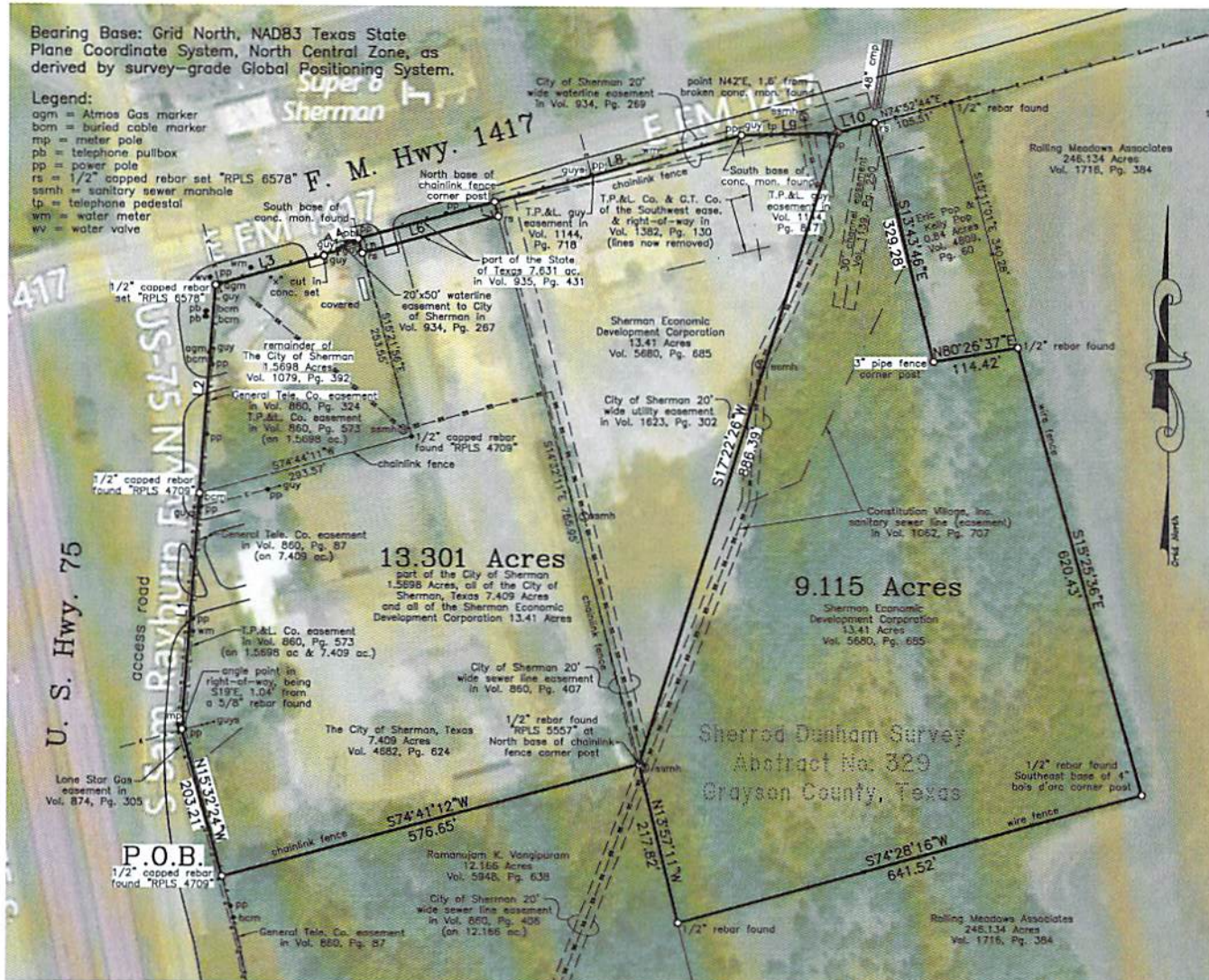
General	100,000
Earthwork	140,000
Phase I From FM 1417 to US 75	425,903
Phase II Each side of public parking lot	731,771
Phase III Access road from US 75 to parking entrance	66,402
Phase IV From parking lot to Conference Center	359,763
Environmental Clean-up	180,000
Engineering	182,384
Developer responsibility	(506,223)
Total Estimated Project Costs	\$ 1,680,000

City of Sherman
Tax Increment Reinvestment Zone #7
PROJECT COSTS
Attachment D

Fiscal Year	Capital Outlay	Debt Service Principal	Interest Expense	Debt Issuance Costs	Total
2018	\$ 180,000	\$ -	\$ -	\$ 15,000	\$ 195,000
2019	1,500,000	63,650	63,000	-	1,626,650
2020	-	65,878	60,772	-	126,650
2021	-	68,183	58,467	-	126,650
2022	-	70,570	56,080	-	126,650
2023	-	73,040	53,610	-	126,650
2024	-	75,596	51,054	-	126,650
2025	-	78,242	48,408	-	126,650
2026	-	80,980	45,669	-	126,650
2027	-	83,815	42,835	-	126,650
2028	-	86,748	39,902	-	126,650
2029	-	89,785	36,865	-	126,650
2030	-	92,927	33,723	-	126,650
2031	-	96,179	30,471	-	126,650
2032	-	99,546	27,104	-	126,650
2033	-	103,030	23,620	-	126,650
2034	-	106,636	20,014	-	126,650
2035	-	110,368	16,282	-	126,650
2036	-	114,231	12,419	-	126,650
2037	-	118,229	8,421	-	126,650
2038	-	122,367	4,283	-	126,650
	<u>\$ 1,680,000</u>	<u>\$ 1,800,000</u>	<u>\$ 732,999</u>	<u>\$ 15,000</u>	<u>\$ 4,227,999</u>

ATTACHMENT E

Job No. BGS46917



GRAPHIC SCALE



(IN FEET)
1 inch = 150 ft.

LINE TABLE		
LINE	LENGTH	BEARING
L1	317.16'	N04°04'42"E
L2	279.09'	N04°13'29"E
L3	150.00'	N74°36'28"E
L4	50.99'	N63°17'52"E
L5	20.00'	S15°21'56"E
L6	189.06'	N74°37'24"E
L7	20.05'	N14°32'11"W
L8	341.96'	N74°36'28"E
L9	129.82'	N88°13'16"E
L10	51.68'	N75°01'04"E

Owner: The City of Sherman & Sherman Economic Development Corporation
Buyer: _____

This survey is for the sole benefit of the transaction by and between the owner and buyer stated above, the buyer's Mortgage Co./Lender and Abstract/Title Co. and is null and void for any other transaction. Any unauthorized use of this survey without the sole consent of the undersigned surveyor will infringe upon state and federal copyright statutes. Any violation of said statutes will be aggressively pursued.

I, Kate A. Wagner, Registered Professional Land Surveyor, do hereby certify that a survey was performed on the ground of the property shown hereinabove and that this survey complies with both the General Rules of Procedures and Practices as adopted by the Texas Board of Professional Land Surveying and the current Texas Society of Professional Surveyors standards and is a true and correct representation of the property shown hereon. Field Notes attached hereto.

The subject property shown hereon does not lie within the limits of any designated 100-year Flood Hazard Areas, as shown on the "FEMA" Flood Insurance Rate Map for Grayson County, Texas, Map No. 48181C0405 F, Revised Date: September 29, 2010.

Helvey-Wagner Surveying, Inc.
222 W. Main St., Denison, Texas 75020
Ph: (903) 463-6191 Fax: (903) 463-4088
Email: helveysurvey@comcast.net
Texas Board of Professional Land Surveying
Firm Registration No. 10088100

Note: Easements shown hereon per title commitment (GF No. 305242) provided for the Sherman Economic Development Corporation 13.41 ac. tract referenced hereon. Other easements addressed/shown hereon per research performed by Helvey-Wagner Surveying. Undersigned surveyor shall be held harmless if other easements affect the subject property that are found by an abstracting/title company. No improvements were located during the course of this survey per the Owner's request.

Kate A. Wagner, R. P. L. S. No. 6578
Copyright Date: October 2, 2017

City of Sherman
Tax Increment Reinvestment Zone #7
FEASIBILITY STUDY
Attachment F

Fiscal Year	Captured Value	City Property Tax	County Property Tax	Debt Proceeds	Interest Income	Total Inflow	Capital Outlay	Debt Service	Bond Issue Costs	Total Outflow	Net Cashflow	Cumulative Cash Position
2018	\$ -	\$ -	\$ -	\$ 1,850,000	\$ -	1,850,000	\$ 180,000	\$ -	\$ 15,000	\$ 195,000	\$ 1,655,000	\$ 1,655,000
2019	-	-	-	-	20,500	20,500	1,500,000	130,168	-	1,630,168	(1,609,668)	45,332
2020	25,000,000	65,175	77,448	-	600	143,223	-	130,168	-	130,168	13,055	58,387
2021	30,000,000	78,210	92,938	-	700	171,848	-	130,168	-	130,168	41,680	100,067
2022	30,000,000	78,210	92,938	-	1,200	172,348	-	130,168	-	130,168	42,180	142,247
2023	30,000,000	78,210	92,938	-	1,800	172,948	-	130,168	-	130,168	42,780	185,027
2024	30,000,000	78,210	92,938	-	2,300	173,448	-	130,168	-	130,168	43,280	228,307
2025	30,000,000	78,210	92,938	-	2,800	173,948	-	130,168	-	130,168	43,780	272,086
2026	30,000,000	78,210	92,938	-	3,400	174,548	-	130,168	-	130,168	44,380	316,466
2027	30,000,000	78,210	92,938	-	3,900	175,048	-	130,168	-	130,168	44,880	361,346
2028	30,000,000	78,210	92,938	-	4,500	175,648	-	130,168	-	130,168	45,480	406,826
2029	30,000,000	78,210	92,938	-	5,000	176,148	-	130,168	-	130,168	45,980	452,806
2030	30,000,000	78,210	92,938	-	5,600	176,748	-	130,168	-	130,168	46,580	499,386
2031	30,000,000	78,210	92,938	-	6,200	177,348	-	130,168	-	130,168	47,180	546,565
2032	30,000,000	78,210	92,938	-	6,800	177,948	-	130,168	-	130,168	47,780	594,345
2033	30,000,000	78,210	92,938	-	7,400	178,548	-	130,168	-	130,168	48,380	642,725
2034	30,000,000	78,210	92,938	-	8,000	179,148	-	130,168	-	130,168	48,980	691,705
2035	30,000,000	78,210	92,938	-	8,600	179,748	-	130,168	-	130,168	49,580	741,285
2036	30,000,000	78,210	92,938	-	9,200	180,348	-	130,168	-	130,168	50,180	791,465
2037	30,000,000	78,210	92,938	-	9,800	180,948	-	130,168	-	130,168	50,780	842,244
2037	30,000,000	78,210	92,938	-	10,400	181,548	-	130,168	-	130,168	51,380	893,624
		\$ 1,472,955	\$ 1,750,329	\$ 1,850,000	\$ 118,700	\$ 5,191,984	\$ 1,680,000	\$ 2,603,360			\$ 4,298,360	

City of Sherman
Tax Increment Reinvestment Zone #7
PROJECT REVENUE
Attachment G

Fiscal Year	Captured Value	Taxes On Captured Value	Interest Income	Total Revenue
2018	\$ -	\$ -	\$ -	\$ -
2019	-	-	20,500	20,500
2020	25,000,000	142,623	600	143,223
2021	30,000,000	171,148	700	171,848
2022	30,000,000	171,148	1,200	172,348
2023	30,000,000	171,148	1,800	172,948
2024	30,000,000	171,148	2,300	173,448
2025	30,000,000	171,148	2,800	173,948
2026	30,000,000	171,148	3,400	174,548
2027	30,000,000	171,148	3,900	175,048
2028	30,000,000	171,148	4,500	175,648
2029	30,000,000	171,148	5,000	176,148
2030	30,000,000	171,148	5,600	176,748
2031	30,000,000	171,148	6,200	177,348
2032	30,000,000	171,148	6,800	177,948
2033	30,000,000	171,148	7,400	178,548
2034	30,000,000	171,148	8,000	179,148
2035	30,000,000	171,148	8,600	179,748
2036	30,000,000	171,148	9,200	180,348
2037	30,000,000	171,148	9,800	180,948
		\$ 3,052,136	\$ 108,300	\$ 3,160,436

City of Sherman
Tax Increment Reinvestment Zone #7
ESTIMATED CAPTURED APPRAISED VALUE
Attachment H

Fiscal Year	Estimated Captured Value
2018	\$ -
2019	-
2020	25,000,000
2021	30,000,000
2022	30,000,000
2023	30,000,000
2024	30,000,000
2025	30,000,000
2026	30,000,000
2027	30,000,000
2028	30,000,000
2029	30,000,000
2030	30,000,000
2031	30,000,000
2032	30,000,000
2033	30,000,000
2034	30,000,000
2035	30,000,000
2036	30,000,000
2037	30,000,000



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

F.2.

Meeting Date: 11/20/2017

Prepared By: Brandon Shelby, City Attorney

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6302

Authorizing Execution of an Agreement between the City of Sherman and Grayson County to Participate in the Sherman Tax Increment Reinvestment Zone #7

Issue:

Approving an Agreement with Grayson County for participation in the Tax Increment Reinvestment Zone #7

Background:

Tax Code Chapter 311 permits the participation of a taxing unit other than the municipality that designated a tax increment reinvestment zone if both entities enter into a written agreement to do so. Grayson County is expected to participate by contributing 75% of their property tax rate that is allocated to its General Fund to the TIRZ #7 Fund. The City will be contributing 75% of its Maintenance and Operations tax rate.

Origination:

City Council

Financial Consideration:

There is no cost associated with this Agreement.

Staff Recommendation:

The staff recommends approval of this Agreement.

Alternatives:

As may be directed by the City Council

Attachments

Resolution No. 6302

Agreement to Participate in Sherman TIRZ #7

Aerial Location Map

RESOLUTION NO. 6302

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT BETWEEN THE CITY OF SHERMAN AND GRAYSON COUNTY TO PARTICIPATE IN THE SHERMAN TAX INCREMENT REINVESTMENT ZONE #7; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute an Agreement with Grayson County for the County's participation in the Sherman Tax Increment Reinvestment Zone #7, in accordance with the terms and provisions of the Agreement attached hereto and incorporated herein 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 _____, 2017.

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

**City of Sherman and Grayson County
Agreement to Participate
in the
Sherman Tax Increment Reinvestment Zone Number Seven**

THIS *City of Sherman and Grayson County Agreement to Participate in the Sherman Tax Increment Reinvestment Zone Number Seven* (this "Agreement") is made and entered into by and between the City of Sherman, Texas, a municipal corporation (the "City"), and Grayson County, Texas (the "County") under the authority of Texas Government Code Chapter 791.

WITNESSETH:

WHEREAS, in accordance with the provisions of the Tax Increment Financing Act, Chapter 311, Texas Tax Code, as amended (the "Act"), and after due notice to the Grayson County Commissioners Court, the City Council of the City, pursuant to Ordinance No.____ (the "Zone Ordinance") adopted on December 4, 2017, created, established, and designated Reinvestment Zone Number Seven, City of Sherman, Texas (the "Reinvestment Zone") under the Act; and

WHEREAS, the Act provides that each taxing unit levying taxes on real property in a reinvestment zone is not required to pay into the tax increment fund created for the zone any of the unit's tax increment produced from property in the zone unless the taxing unit enters into a tax participation agreement to do so with the governing body of the municipality that created the zone; and

WHEREAS, a tax participation agreement under the Act may be entered into any time before or after the zone is created, and such tax participation agreement may include any conditions for payment of the tax increment into the tax increment fund and must specify the portion of the tax increment to be paid into the tax increment fund and the years for which the tax increment is to be paid into the tax increment fund.

NOW THEREFORE, the City and the County, in consideration of the terms, conditions, and covenants contained herein, hereby agree as follows:

Section 1. The County agrees to pay to the City for deposit into the tax increment fund created by the City for the Reinvestment Zone (the "TIRZ Fund") over the term of the Reinvestment Zone the County's tax increment calculated as a millage rate per \$100 of captured appraised value in the Reinvestment Zone that equals 75% of the County's tax rate allocated to the general fund (excluding only that portion of the County's tax rate allocated to the County's Road & Bridge and Improvement Fund) (the "County Increment") subject to the following terms and conditions:

- a. Boundary: The boundaries of the Reinvestment Zone are and shall be those described in the Zone Ordinance, as amended upon recommendation of the Board of Directors of the Reinvestment Zone (the "Board") and approved by the City Council of the City in accordance with the *Reinvestment Zone Number Seven, City of Sherman, Texas, Final Project and Financing Plan*, as amended (the "Final Plan"), and in accordance with the *DEVELOPMENT AGREEMENT Reinvestment Zone Number Seven, City of Sherman, Texas*, between the City and the owner of the property in the Reinvestment Zone (the "Development Agreement").
- b. Development in the Zone: Property within the boundaries of the Reinvestment Zone shall to be developed as nearly as possible in conformity with the Final Plan.
- c. Taxable Value: The captured appraised value of the property in the Reinvestment Zone (the "Property") taxable by the County for a year is the total taxable value of the Property for that year less the tax increment base of the Property. The tax increment base of the Property is the total taxable value of the Property for the year 2017. The tax increment base of the Property is zero since all property in the Zone was exempt for the tax year 2017. The actual captured appraised value of the Property will be used to calculate the annual County Increment paid to the City and deposited in the TIRZ Fund pursuant to this Agreement.

- d. Bond Limit: No bonded indebtedness issued by the County or the City and secured by the TIRZ Fund is contemplated.
- e. Use of the County Increment: All amounts paid into the TIRZ Fund shall first be used to pay the administrative costs incurred by the County and the City in connection with the creation of the Reinvestment Zone and the organization and operation of the Board ("Administrative Costs") and then to pay "Project Costs" approved by the City as defined in, and in accordance with, the Final Plan and Development Agreement.

Section 2. For and in consideration of the agreement of the parties set forth herein, and subject to the provisions of this Agreement, the County agrees to participate in the Reinvestment Zone by contributing seventy-five percent (75%) of the County Increment to the City to be deposited into the TIRZ Fund to first reimburse Administrative Costs and then to pay Project Costs. Payment of the County Increment shall be due from actual property tax revenue received within sixty (60) days of receipt and shall be payable to the City for immediate deposit into the TIRZ Fund. No interest or penalty will be charged to the County for any late payment received from the County. However, the penalty and interest received by the County on any delinquent taxes from the County shall be paid to the City and deposited into the TIRZ Fund, less any collection fees incurred by the County. The County is not obligated to pay the County Increment from any source other than the real property taxes collected by the County in the Reinvestment Zone. For and during the term of this Agreement the County shall not enter into any agreements that would reduce the County Increment (including, but not limited to, tax abatement agreements and Texas Local Government Code "381 Economic Development Agreements") without the consent of the City and the "Owner" under the Development Agreement. Likewise, the City agrees to contribute 75% of the M&O tax rate from the increment of the City of Sherman to the TIRZ Fund.

Section 3. The term of this Agreement, unless extended by mutual agreement of the County and the City, shall commence upon execution by the last party and shall terminate upon termination of the Reinvestment Zone.

Section 4. This Agreement and the TIRZ Fund shall be administered by the City Manager or his designees. The City shall account separately for the TIRZ Fund at a depository selected by the City, which TIRZ Fund shall be secured in the manner prescribed by law for funds of Texas cities. The City shall not charge an administration fee for oversight of the TIRZ Fund. The TIRZ Fund shall be a separate fund into which the City shall deposit the County Increment, the City tax increment (as defined in the Zone Ordinance and Final Plan), and all accrued interest earned on the fund. The County shall participate in the oversight of the TIRZ Fund through its representation on the Board.

Section 6. Whenever this Agreement requires or permits any consent, approval, notice, request, proposal, or demand from one party to another, the consent, approval, notice, request, proposal or demand must be in writing to be effective and shall be delivered to the party intended to receive it at the addresses shown below (or to such other addresses as the parties may request, in writing, from time to time):

If intended for the City, to:

City Manager
City of Sherman
220 West Mulberry
Sherman, TX 75090

If intended for the County, to:

County Judge
Grayson County
Grayson County Courthouse
100 W. Houston
Sherman, TX 75090

Section 7. Venue shall be exclusively in Grayson County, Texas.

Section 8. This Agreement embodies the complete understanding of City and the County superseding all oral or written previous and contemporary agreements between the parties relating to matters herein. This Agreement may be amended, modified, or supplemented only by an instrument in writing executed by City and the County. The provisions of this Agreement that obligate the County to

pay annually to the City the County Increment for deposit into the TIRZ Fund for the term of the Reinvestment Zone may only be amended, modified, or supplemented by an instrument in writing executed by the "Owner" under the Development Agreement. Any amendments to this Agreement required by changes in state or federal law will be automatically incorporated into this Agreement without written amendment, and shall become effective on the date designated by such law.

EXECUTED this ____ day of , 2017, by the City signing by and through the City Manager as its duly authorized official; and

EXECUTED this ____ day of , 2017, by Grayson County signing by and through the County Judge as its duly authorized official.

CITY OF SHERMAN

GRAYSON COUNTY

Robby Hefton, City Manager

Bill Magers, County Judge





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

F.3.

Meeting Date: 11/20/2017

Prepared By: Clint Philpott, Director of Engineering

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6303

Authorizing the Execution of a Development Agreement with One Ganesha, Ltd. for the Construction of Public Facilities in Sherman Corners, Phase I, a development in Sherman Tax Increment Reinvestment Zone #6 in the City of Sherman

Issue:

The construction of public facilities in Sherman Corners, Phase I, a development in Sherman Tax Increment Reinvestment Zone #6 (TIRZ #6)

Background:

One Ganesha, Ltd. owns about seventeen (17) acres on the southeast corner of the intersection of U.S. Highway 75 and S.H. 691 in Sherman. The owner proposes to develop a mixed-use development that will significantly enhance the commercial and retail offerings in Sherman.

The City Council recently established TIRZ #6 and adopted the Project and Financing Plans, which will allow the City to collaborate with the owner to develop public infrastructure in this area. This development agreement will provide for terms and conditions related to this collaboration.

Origination:

Engineering Department

Financial Consideration:

None

Staff Recommendation:

Staff recommends approval of the Development Agreement.

Alternatives:

As directed by the City Council

Attachments

Resolution No. 6303

Development Agreement - Sherman Corners, Ph. I, TIRZ #6

Location Map

RESOLUTION NO. 6303

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE EXECUTION OF A DEVELOPMENT AGREEMENT WITH ONE GANESHA, LTD. FOR THE CONSTRUCTION OF PUBLIC FACILITIES IN SHERMAN CORNERS, PHASE I, A DEVELOPMENT IN SHERMAN TAX INCREMENT REINVESTMENT ZONE #6 IN THE CITY OF SHERMAN; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a Development Agreement with One Ganesha, Ltd. for the construction of public facilities in Sherman Corners, Phase I, a development in Sherman Tax Increment Reinvestment Zone #6 located at the southeast corner of U.S. Highway 75 and F.M. 691 in the City of Sherman, Grayson County, Texas, in the same or substantially same form as the contract documents to be attached hereto and incorporated herein for all purposes.

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

PASSED AND APPROVED on this the _____ day of _____, 2017.

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**

STATE OF TEXAS §
 §
COUNTY OF GRAYSON §

**DEVELOPMENT AGREEMENT BETWEEN
THE CITY OF SHERMAN AND ONE GANESHA, LTD.**

THIS DEVELOPMENT AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2017 (the “Effective Date”), by and among the City of Sherman (“City”), a municipal corporation organized under the laws of the State of Texas, and One Ganesha, Ltd. a Texas limited partnership, (“Developer”).

WITNESSETH:

WHEREAS, City recognizes the importance of its continued role in local economic development; and

WHEREAS, Developer is developing a portion of the City and making improvements to the City; and

WHEREAS, Developer owns or controls lands located in Sherman, Texas, described to the City by the Developer as SHERMAN CORNERS, PHASE 1, the legal description of which is attached hereto and made a part hereof as if fully set out in this paragraph as Exhibit “A” (the “Property”); and

WHEREAS, Developer intends to develop the Property by constructing improvements thereon; and

WHEREAS, the Developer desires that the City accept the dedication of the streets, utilities, and other improvements as reflected on the plans and specifications to be submitted by the Developer as a part of the public facilities of the City, as indicated in Paragraph 2 of Article I (the “Public Improvements”); and

WHEREAS, the CITY is willing to provide, in accordance with the provisions of this Agreement and the prevailing state and local laws, city services to the Property and thereafter operate the Public Improvements so that the occupants of the improvements on the Property will receive City services; and

WHEREAS, the Developer desires that the City reimburse, or cause the reimbursement of, the costs of construction, both hard and soft, incurred by the Developer that directly relate to the Public Improvements; and

WHEREAS, the City is willing to reimburse the Developer for the hard and soft costs incurred in the construction of the Public Improvements according to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and obligations herein, the parties agree as follows:

ARTICLE I.
SPECIFIC CONTRACT PROVISIONS

1. **Assurance of Title:** At the time of execution of this Agreement, the Developer agrees to deliver to City a copy of a Title Insurance Policy, or an opinion of title from a qualified attorney-at-law addressed to the City in form and substance satisfactory to City containing an opinion with respect to the Property that includes a current report on the status of the title, the name of the legal title holders, the outstanding mortgages, taxes, liens and covenants. The provisions of this paragraph are for the purpose of evidencing Developer's legal right to grant the exclusive rights of service contained in this Agreement.
2. **Assurance of Accuracy of Documents:** Developer has caused or will cause the subdivision plat of the Property (the "Plat") and all plans and specifications (the "Plans") for the Public Improvements that shall consist of streets, utilities and other improvements to be developed on the Property and dedicated to the City to be prepared by a Registered Professional Engineer, which Plat and Plans shall accurately depict such subdivision and the Public Improvements. Developer understands that the City will rely on the accuracy of the Plat and Plans in making its determination as to whether the documents comply with all City ordinances, state and federal law.
3. **Development Documents:** Any and all Plats, Plans, and orders of the City Planning and Zoning Commission and the City Council, made in connection with the approval of the Development depicted on the Plat (hereinafter the "Development") shall be deemed confirmed, ratified, and agreed upon by both parties and attached hereto as Exhibit "B". Developer agrees to comply with such orders and Ordinance No. 2684, and any amendments as of the date of the execution of this Agreement, as applicable to the Development; and all of the work relating to the Public Improvements will be done under the supervision of the City Engineer (as defined in Paragraph 8 of this Article) to City standards, and in accordance with applicable City regulations. The Plat, Plans, orders of the City Planning and Zoning Commission, and the City Council and Ordinance No. 2684 (hereinafter collectively referred to as the "Development Documents") are incorporated into this Agreement and made a part hereof for all purposes.
4. **Delivery of Improvements:** The Developer will pay for and deliver to the City free and clear of all liens and costs, all of the Public Improvements provided in the Development Documents.
5. **Phased Development:** The Parties understand and agree that the Development contemplated by this Agreement shall be completed in phases as designated by the Developer and approved by the City Manager. The Parties agree that this Agreement and its terms apply to each Phase of the Development singularly and equally to the Development in its entirety.

6. **Availability of Public Facilities:** No public facilities will be made available to any lot within any segment of this Development until the work on each segment is performed and approved as agreed upon in this Agreement.
7. **Registered Civil Engineer; Qualified Contractor:** All of the Plans for the Public Improvements herein mentioned in the Development Documents, shall be prepared by a Registered Professional Civil Engineer (the "Engineer") and in conformance with requirements of the Development Documents. The Public Improvements shall be built by a qualified contractor reasonably acceptable to the City (the "Contractor"), in a manner that substantially conforms to the Plans. The Engineer shall make periodic inspections of the progress of the work relating to the Public Improvements, shall review and approve all applications for payment from the contractor relating to the same, and shall certify to the City that, to the best of his knowledge, such Public Improvements were constructed in accordance with the Plans and the Development Documents. All of the expense of such engineering shall be paid for by the Developer.
8. **City Engineer:** Before work is begun on any Public Improvement, the City Engineer shall designate a person, hereinafter identified as "City Engineer," who shall be notified and arrangements made for inspection by the City Engineer at such stages of construction as required by him, and no Public Improvement constructed underground shall be covered by the Contractor until inspected by the City Engineer and approved by him. At any time any construction is contrary to the Plans, the City Engineer shall be, and is, empowered to stop construction and require correct construction and installation at the Developer's risk and without liability to the City.
9. **Coordination of Work:** The work will be coordinated between the City and the Developer so that the Public Improvements will be in place before the permanent improvements, other than site improvements, are installed.
10. **Utility Arrangements:** The Developer will make its own arrangements with gas, electric, and telephone service providers for extensions of their utilities, and upon complying with this Agreement, the City utilities will be furnished.
11. **Detention Requirements:** The Developer shall comply with the City of Sherman's Storm Drainage Design Manual. The Property shall be developed so that the rate of runoff created by the Development as it leaves the Property does not exceed the pre-developed rate of runoff. These detention facilities shall be private and maintained by the Developer or an onsite maintenance agreement. It shall not be the City's responsibility to maintain the detention facilities. A maintenance plan, approved by the City Engineer, is required for all detention facilities and shall meet the City's design standards.
12. **Fees:** Fees normally charged by the City for building permits, water taps, service connections, and similar fees will be paid as required to the City by the Developer.

13. **Guarantee or Maintenance Bond:**

- A. If, within one year after the acceptance, defects should appear in the materials or workmanship comprising the Public Improvements, the Developer shall have such defects promptly repaired at its own expense, and shall leave the work as intended by the Plans. This guarantee will apply to all parts of the Public Improvements which have been accepted by the City.
- B. Instead of the Guarantee set for in subparagraph (A) of this paragraph, Developer may provide a Maintenance Bond to the City at the time of final acceptance of the Public Improvements by the City Engineer. The Bond shall name the City as an obligee under the bond and the bond shall provide a one (1) year guarantee on all the Public Improvements contained in the Development Documents.

14. **WAIVER OF RIGHTS UNDER STATE LAW:**

- A. Developer understands that, pursuant to Section 212.904 of the Texas Local Government Code, the developer is entitled to an apportionment of the municipal infrastructure cost and that such apportionment must be done by a professional engineer. Developer hereby agrees that any land or property it donates to the City, as reflected on the Final Plat, is roughly proportionate to the need for such land. Developer further acknowledges and agrees that all prerequisites to such a determination of rough proportionality have been met, and that any costs incurred relative to said donation are related both in nature and extent to the impact of the development of the Property and its needs related thereto. BY MY SIGNATURE ON THIS AGREEMENT, DEVELOPER HEREBY FREELY, KNOWINGLY AND VOLUNTARILY WAIVES ITS RIGHTS UNDER SECTION 212.904 OF THE TEXAS LOCAL GOVERNMENT CODE, OR ANY OTHER RELATED CLAIMS. DEVELOPER AGREES THAT THE DEVELOPER'S AGREEMENT MAY PROCEED WITHOUT THE REQUIREMENTS IMPOSED ON THE CITY UNDER SECTION 212.904 OF THE TEXAS LOCAL GOVERNMENT CODE, EXCEPT DEVELOPER SPECIFICALLY RESERVES ITS RIGHT TO APPEAL THE APPORTIONMENT IN ACCORDANCE WITH SECTION 212.904 OF THE TEXAS LOCAL GOVERNMENT CODE. I CONSENT TO THIS WAIVER AFTER HAVING THE OPPORTUNITY TO REVIEW THIS AGREEMENT AND WAIVER PROVISION WITH MY ATTORNEY, OR IF I HAVE NOT REVIEWED THIS WITH AN ATTORNEY, THAT I HAVE HAD THE OPPORTUNITY TO DO SO AND HAVE VOLUNTARILY CHOSEN NOT TO SEEK THE ADVICE OF AN ATTORNEY.
- B. BOTH DEVELOPER AND THE CITY FURTHER AGREE TO WAIVE AND RELEASE ALL CLAIMS ONE MAY HAVE AGAINST THE OTHER RELATED TO ANY AND ALL ROUGH PROPORTIONALITY AND INDIVIDUAL DETERMINATION REQUIREMENTS MANDATED BY *DOLAN V. TOWN OF TIGARD*, 512 U.S. 374 (1994), AND ITS PROGENY, AND WELL AS ANY OTHER REQUIREMENTS OF A NEXUS BETWEEN THE DEVELOPMENT

CONDITIONS AND THE PROJECTED IMPACT OF THE FOREGOING, INCLUDING ALL DEDICATIONS OF LAND, PARKLAND, AND ANY INFRASTRUCTURE REFERENCED HEREIN. I CONSENT TO THIS WAIVER AFTER HAVING THE OPPORTUNITY TO REVIEW THIS AGREEMENT AND WAIVER PROVISION WITH MY ATTORNEY, OR IF I HAVE NOT REVIEWED THIS WITH AN ATTORNEY, THAT I HAVE HAD THE OPPORTUNITY TO DO SO AND HAVE VOLUNTARILY CHOSEN NOT TO SEEK THE ADVICE OF AN ATTORNEY.

15. **Other Provisions:**

- A. Upon Completion of any phase of the Development, one electronic copy and one set of reproducible "Record" drawings will be supplied to the City.
- B. Upon Completion and City acceptance of any phase of the Development, the City agrees to reimburse to the Developer all documented actual costs directly attributable to the design and construction of public facilities within forty-five (45) days of completion and acceptance by the City of the Public Improvements.
- C. Developer agrees that the Development, as set forth in the Contract Documents, will comply with all federal, state and local laws relating to the discharge of storm water upon completion of the development.
- D. Developer and City agree that any and all goods and services related to, or incorporated in, the Public Improvements dedicated to the City are exempt from state and local sales tax in accordance with Texas Tax Code §§151.309 and 151.311. City agrees to provide Developer with a tax exemption certificate for such goods and services upon request.

**ARTICLE II.
GENERAL CONTRACT PROVISIONS**

- 1. **Force Majeure.** If the performance of any of the parties hereto is delayed by reason of war, civil commotion, acts of God, inclement weather, unanticipated subsurface conditions, fire or other casualty, court injunction or any circumstances which are reasonably beyond the control of the party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated or not, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such design or construction requirement shall be extended for a period of time equal to the period such party was delayed. The terms above shall not apply to extend the time permitted for any payment obligations set forth in this Agreement.
- 2. **INDEMNIFICATION AND HOLD HARMLESS.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, DEVELOPER OBLIGATES ITSELF TO THE CITY TO

FULLY AND UNCONDITIONALLY PROTECT, INDEMNIFY AND DEFEND THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, AND HOLD IT HARMLESS FROM AND AGAINST ANY AND ALL COSTS, EXPENSES, REASONABLE ATTORNEY FEES, CLAIMS, SUITS, LOSSES OR LIABILITY FOR INJURIES TO PROPERTY, INJURIES TO PERSONS (INCLUDING DEVELOPERS EMPLOYEES), INCLUDING DEATH, AND FROM ANY OTHER COSTS, EXPENSES, REASONABLE ATTORNEY FEES, CLAIMS, SUITS, LOSSES OR LIABILITIES OF ANY AND EVERY NATURE WHATSOEVER ARISING IN ANY MANNER, DIRECTLY OR INDIRECTLY, OUT OF OR IN CONNECTION HERewith, REGARDLESS OF CAUSE OR OF THE SOLE, JOINT, COMPARATIVE OR CONCURRENT NEGLIGENCE OR GROSS NEGLIGENCE OF DEVELOPER, ITS OFFICERS, AGENTS OR EMPLOYEES. THIS INDEMNIFICATION AND SAVE HARMLESS SHALL APPLY TO ANY IMPUTED OR ACTUAL JOINT ENTERPRISE LIABILITY. **This indemnity does not waive any governmental immunity available to the City under Texas law and does not waive any defenses of the parties under Texas law.**

3. **Authority to Bind.** Each general partner or member executing this Agreement on behalf the Developer represents that, by executing this Agreement in such capacity, it acts within the scope of its authority and does not exceed the bounds of its authority to act to bind such party regarding the obligations and assurances contained in this Agreement. City represents that the execution of this Agreement as provided below has been duly authorized by the City Council as provided in the Approval Resolution.
4. **Events of Default.** A default shall exist if either party fails to perform or observe any material covenant contained in this Agreement. The non-defaulting party shall immediately notify the defaulting party in writing upon becoming aware of any change in the existence of any condition or event which would constitute a default or, with the giving of notice or passage of time, or both, would constitute a default under this Agreement. Such notice shall specify the nature and the period of existence thereof and what action, if any, the notifying party requires or proposes to require with respect to curing the default.
5. **Remedies Available to City.** If a default by Developer shall occur and continue, after thirty (30) days' notice to cure default, City may, at its option, pursue any and all remedies it may be entitled to, at law or in equity, in accordance with Texas law and including using the Performance Bond to complete the work, without the necessity of further notice to or demand upon Developer. City shall not, however, have the right to exercise such remedies for so long as Developer proceeds in good faith and with due diligence to remedy and correct the default, provided that Developer has commenced to cure such default within thirty (30) days following notice, pursues such cure with reasonable diligence and completes such cure within one hundred eighty (180) days.
6. **No Waiver of Defenses.** Nothing in this Agreement shall be construed or intended to waive any defenses available to the City, including, but not limited to, governmental immunity. The foregoing notwithstanding, the City acknowledges that this Agreement is a contract subject to the provisions of Texas Local Government Code, Section 271.152

and that the Developer is entitled to all remedies provided in Texas Local Government Code, Subchapter I.

7. **Venue and Governing Law.** This Agreement is performable in Grayson County, Texas and venue of any action arising out of this Agreement shall be exclusively in Grayson County. This Agreement shall be governed and construed in accordance with the laws of the State of Texas.

8. **Notices.** Any notice required by this Agreement shall be deemed to be properly served (i) three (3) days following deposit if deposited in the U.S. mail by certified letter, return receipt requested; (ii) on the next business day if sent by nationally recognized overnight delivery service; or (iii) upon receipt if transmitted by facsimile or electronic transmission, addressed to the recipient at the recipient's address shown below, subject to the right of either party to designate a different address by notice given in the manner just described.

CITY: CITY OF SHERMAN, TEXAS
DESIGNEE: Robby Hefton
ADDRESS: 220 W. Mulberry Street
Sherman, TX 75090
PHONE: 903-892-7200
FAX: 903-892-7355

DEVELOPER: ONE GANESHA, LTD.
DESIGNEE: P.T. Swamy, President of Gayatri Property, LLC, General Partner
ADDRESS: 1111 Sara Swamy Drive
Sherman, TX 75090
PHONE: _____

9. **Legal Construction.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.
10. **Counterparts.** This Agreement may be executed in any number of counterparts, which may be transmitted originally or electronically, each of which shall be deemed an original and constitute one and the same instrument.
11. **Captions.** The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.
12. **Successors and Assigns.** The terms and conditions of this Agreement are binding upon the successors and assigns of all parties hereto, provided, however, this Agreement shall not be assigned by Developer without prior written approval by the City Manager of the

City, which approval shall not be unreasonably withheld or delayed. City may assign or delegate any of its rights or obligations under this Agreement but the same shall not constitute a novation.

13. **Entire Agreement.** This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in this Agreement, and except as otherwise provided herein cannot be modified without written agreement of the parties to be attached to and made a part of this Agreement.
14. **Interpretation of Agreement.** This is negotiated Agreement. If any part of this Agreement is in dispute, the parties stipulate that the Agreement shall not be construed more favorably for either party.

IN WITNESS WHEREOF, parties have caused this Agreement to be executed in duplicate this ____ day of _____ 2017, with an original to each party.

DEVELOPER: ONE GANESHA, LTD.

BY: _____
NAME: P.T. Swamy
TITLE: President of Gayatri Property, LLC, General Partner

CITY: CITY OF SHERMAN

BY: _____
NAME: Robby Hefton
TITLE: City Manager

ATTEST: BY: _____
NAME: Linda Ashby
TITLE: City Clerk

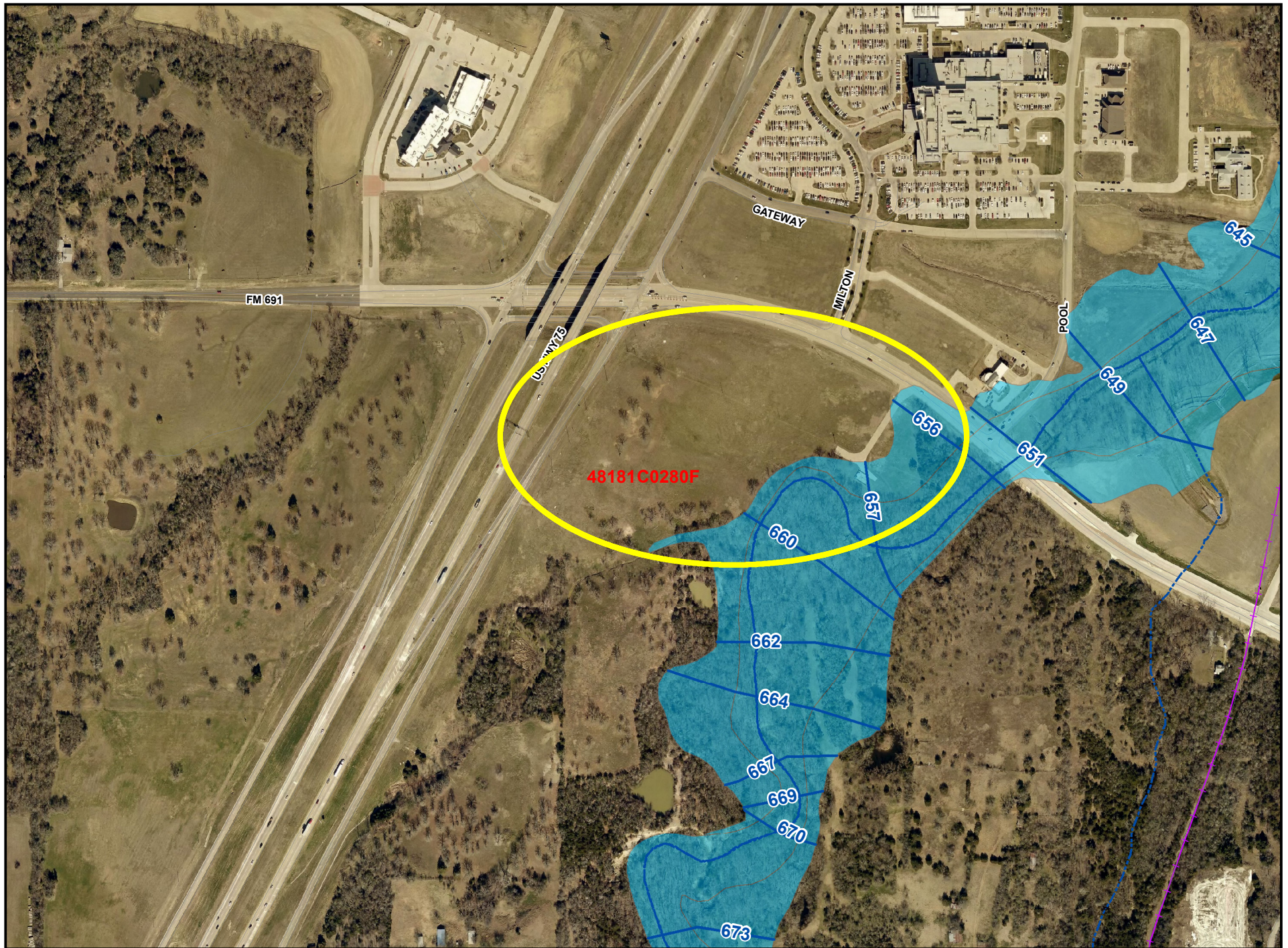
APPROVAL RECOMMENDED:

Clint Philpott, P.E. / Director Engineering

APPROVED AS TO FORM:

Brandon S. Shelby, City Attorney

Sherman Corners, Phase I - Dr. Swamy Addition



1 inch = 500 feet





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

F.4.

Meeting Date: 11/20/2017

Prepared By: Clint Philpott, Director of Engineering

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6304

Authorizing the Execution of a Professional Services Agreement with H.W. Lochner, Inc. for the Engineering Design for the Reversal of Northbound US 75 Entrance and Exit Ramps just South of FM 1417 (Heritage Parkway) in the City of Sherman, Texas

Issue:

Approval and execution of a Professional Services Agreement with H.W. Lochner, Inc. for the engineering design for the reversal of Northbound US 75 Entrance and Exit ramps just south of F.M. 1417 (Heritage Parkway) in the City of Sherman, Texas

Background:

Northbound Entrance and Exit ramps on US 75 just south of FM 1417 (Heritage Parkway) do not meet current TxDOT standards and are an impediment to development at the intersection. With the development of Tax Increment Reinvestment Zones #6 and #7 (TIRZ #6 and #7), the correction of these ramps will greatly increase traffic flow to the area. Lochner will provide the full engineering design for said entrance/exit ramps that both increases flow of traffic and meets state requirements.

Origination:

Engineering Department

Financial Consideration:

The fee for engineering services will be \$162,245.60. Funding for this project will be from the Sherman Economic Development Corporation (SEDCO) and Certificate of Obligation (CO) bonds issued by the City in 2018.

Staff Recommendation:

Staff recommends approval and execution of this Resolution and Contract.

Alternatives:

As may be directed by the City of Council

Attachments

Resolution No. 6304

Agreement for Professional Services

Aerial Location Map

RESOLUTION NO. 6304

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH H.W. LOCHNER, INC. FOR THE ENGINEERING DESIGN FOR THE REVERSAL OF NORTHBOUND US 75 ENTRANCE AND EXIT RAMPS JUST SOUTH OF FM 1417 (HERITAGE PARKWAY) IN THE CITY OF SHERMAN, TEXAS; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a Professional Services Agreement with H.W. Lochner, Inc. for the engineering design for the reversal of Northbound US 75 Entrance and Exit Ramps just south of FM 1417 (Heritage Parkway) in the City of Sherman, Texas, in accordance with all contract documents attached hereto and made a part hereof for all purposes.

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

PASSED AND APPROVED on this the _____ day of _____, 2017.

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 H.W. LOCHNER, INC., 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 H. W. Lochner, 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 professional manner satisfactory and acceptable to City in accordance with the terms and conditions of this Agreement, including and subject at all times to 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 similarly credentialed members of the engineering profession currently practicing in the same locality in which the work and Services hereunder are being provided under similar conditions ("Standard of Care"). 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 by applying the Standard of Care as to cause them to be in accordance with, and Company's work product shall similarly 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 to the same extent as for its own work product and Services under this Agreement.

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 REVERSING OF THE NORTHBOUND US 75 ENTRANCE AND EXIT RAMP JUST SOUTH OF THE FM 1417 INTERCHANGE PROJECT DESCRIBED IN THE SCOPE OF SERVICES ATTACHED HERETO AS EXHIBIT "A".

B. Company shall be responsible in accordance with the Standard of Care 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 in 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 so caused 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 to the requirements of the Standard of Care 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. 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 responsibility for any damages, loss, claims, or expenses to the extent caused by Company's recommendation of unsuitable materials or defective design resulting from the failure of the Company to adhere to the Standard of Care.

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 the disputed portion of any 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. To the extent 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 undisputed 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 negligence in the 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, but only if the Consultant is in breach of its insurance obligations under this Agreement or if an insurer denies the claim arising out of such breach, claim, or lien.

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 accordance with the Standard of Care. 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. Upon full payment to the Company, 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, alter the instruments of service, or utilize incomplete instruments of service, the City does so at its own risk.

C. Contingent upon full payment, the 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 2003 or compatible with Microsoft Word 2003, if such documents are compatible with Microsoft Word 2003.

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, provided that the Company shall not be liable for any further use of in-progress instruments of services or other documents prepared under this Agreement.

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 negligent 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 costs, liens, harm, damages, losses, expenses, fees, fines, penalties, judgments, and liability, made upon or incurred by any Sherman Person, (collectively, the "Claims"), to the extent caused by an act of negligence, intentional tort, intellectual property

infringement, or failure to pay a subcontractor or supplier after receipt of corresponding payment by the City 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, but shall extend only to the extent of the Consultant's liability. 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.

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. Where such requirements are applicable to the resultant work product of the Services, the parties agree that this is an obligation to apply the Standard of Care in interpreting and applying such requirements.

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 5767 Eagles Nest Blvd., Tyler, TX 75703.

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 other than as may be required by applicable law, subpoena, or court order.

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 _____ 2014, with an original to each party.

COMPANY: **H. W. Lochner, Inc.**

BY: _____

NAME: Gregory G. Evan
5767 Eagles Nest Blvd., Tyler, TX 75703

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 Philpot, P.E. / City Engineer

APPROVED AS TO FORM:

Brandon S. Shelby, City Attorney

EXHIBIT A

SERVICES TO BE PROVIDED BY THE ENGINEER

The work to be performed by the Engineer shall consist of providing engineering services required for the preparation of plans, specifications and estimates (PS&E) and related documents, for the reversal of Northbound US 75 Entrance and Exit ramps just south of FM 1417 in the City of Sherman, Texas. These services include preparing freeway roadway design, hydrologic and hydraulic design, traffic engineering, and surveying necessary to support the design process.

GENERAL REQUIREMENTS

- **Design Criteria.** The Engineer shall prepare all work in accordance with the latest version of applicable State's procedures, specifications, manuals, guidelines, standard drawings, standard specifications or previously approved special provisions and special specifications to include: the *PS&E Preparation Manual*, *Roadway Design Manual*, *Hydraulic Design Manual*, the *Texas Manual on Uniform Traffic Control Devices* (TMUTCD), *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges, 2004*, and other State approved manuals. When design criteria are not identified in State manuals, the Engineer shall notify the State and refer to the American Association of State Highway and Transportation Officials (AASHTO), *A Policy on Geometric Design of Highways and Street*, (latest Edition). In addition, the Engineer shall follow the guidelines shown in *Developing PS&E for a particular District* which the Engineer may download from the State's website. The Engineer shall prepare each Plan, Specification, and Estimate (PS&E) package in a form suitable for letting through the State's construction contract bidding and awarding process.

The Engineer shall identify, prepare exhibits and complete all necessary forms for each Design Exception and Waiver required within project limits prior to the 60% project completion submittal. The Engineer shall submit each exception and waiver to the State for coordination and processing of approvals. If subsequent changes require additional exceptions, the Engineer shall notify the State in writing as soon as possible after identification of each condition that may warrant a design exception or waiver.

- **Progress Reporting and Invoicing.** The Engineer shall in a format acceptable to the City.

The Engineer shall schedule milestone submittals at 60%, 90% and final project completion phases.

- **State-Controlled Waters.** – N/A

- **Coordination.** The Engineer shall coordinate issues and communications with City and State's internal resource areas through the City's Project Manager. The City will communicate the resolution of issues and provide the Engineer direction through the State's Project Manager.

- **Quality Assurance and Quality Control.** The Engineer shall provide peer review at all levels. For each deliverable, the Engineer shall have some evidence of their internal review and mark-up of that deliverable as preparation for submittal. A milestone submittal is not considered complete unless the required milestone documents and associated internal red-line mark-ups are submitted. The State's project manager may require the Engineer to submit the Engineer's internal mark-up (red-lines) or comments developed as part the Engineer's quality control step. When internal mark-

ups are requested by the State in advance, the State, at its sole discretion, may reject the actual deliverable should the Engineer fail to provide the evidence of quality control. The Engineer shall clearly label each document submitted for quality assurance as an internal mark-up document.

The Engineer shall perform Quality Control/Quality Assurance on all survey procedures, field surveys, data, and products prior to delivery to the State. If, at any time, during the course of reviewing a survey submittal it becomes apparent to the State that the submittal contains errors, omissions, or inconsistencies, the State may cease its review and immediately return the submittal to the Engineer for appropriate action by the Engineer. A submittal returned to the Engineer for this reason is not a submittal for purposes of the submission schedule.

- **Use of the State's Standards.** The Engineer shall identify and insert the applicable, current State's Standard Details, District Standard Details, or miscellaneous details that have been approved for use as frequently as is feasible. The Engineer shall sign, seal, and date each District Standard and miscellaneous detail selected for use is dependent upon the project's location, if the District Standard selected has not been adopted for use in a District. The Engineer shall obtain approval for use of these details during the early stages of design from the State Project Manager or designated State Area Engineer. In addition, these details shall be accompanied by the appropriate general notes, special specifications, special provisions, and method of payment. The Engineer shall retain the responsibility for the appropriate selection of each Standard identified for use within their design.

- **Organization of Plan Sheets.** The PS&E shall be complete and organized in accordance with Stand-Alone Manual Notice 00-1 entitled "Organization of Plan Sheets" and as identified by the latest edition of a District's "Guidelines for Milestone Submittals". The PS&E package shall be suitable for the bidding and awarding of a construction contract, and in accordance with the latest State's policies and procedures, and the District's PS&E Checklist.

Specific Work To Be Performed

TASK DESCRIPTIONS AND FUNCTION CODES

The Engineer shall categorize each task performed to correspond with the Function Codes (FC) and Task Descriptions.

FC 110 - Route and Design Studies

110.1. Data Collection and Field Reconnaissance. The Engineer shall collect, review and evaluate data described below.

1. Data, including "as-built plans", existing schematics, right-of-way maps, Subsurface Utility Engineering (SUE) mapping, existing cross sections, existing planimetric mapping, existing traffic counts, accident data, Project Management Information system (PMIS) data, identified hazardous material sites, current unit bid price information, current special provisions, special specifications, and standard drawings.
2. Documents for existing and proposed development along proposed route from local municipalities and local ordinances related to project development.

3. Readily available flood plain information and studies from the Federal Emergency Management Agency (FEMA), the U. S. Army Corps of Engineers (USACE), local municipalities and other governmental agencies in addition to that provided by the State.
4. The Engineer shall conduct field reconnaissance and collect data including a photographic record (to be maintained in Engineer's office) of notable existing features.

110.2. Design Criteria. The Engineer shall develop the roadway design criteria based on the controlling factors specified by the State (*i.e.* 4R, 3R, 2R, or special facilities), by use of the funding categories, design speed, functional classification, roadway class and any other set criteria as set forth in *PS&E Preparation Manual, Roadway Design Manual, Bridge Design Manual, Hydraulic Design Manual*, and other deemed necessary State approved manuals. In addition, the Engineer shall prepare the Design Summary Report (DSR) and submit it electronically. The Engineer shall obtain written concurrence from the State prior to proceeding with a design if any questions arise during the design process regarding the applicability of State's design criteria.

110.3. Preliminary Cost Estimates. The Engineer shall develop a preliminary cost estimate using the Average Low Bid Unit Price. The Engineer shall estimate the total project cost including preliminary engineering, final engineering, right-of-way (ROW) acquisition, environmental compliance and mitigation, construction, utility relocation, and construction engineering and inspection (CEI).

110.4. Design Concept Conference. In accordance with the State's Project Development Process Manual, the Engineer, in cooperation with the State, shall plan, attend and document a Design Concept Conference (DCC) to be held prior to the 60 percent milestone submittal. In preparation for the DCC, the Engineer shall complete a State's Design Summary Report to serve as a checklist for the minimum required design considerations. The conference will provide for a brainstorming session in which decision makers, stakeholders and technical personnel may discuss and agree on:

1. Roadway and drainage design parameters
2. Engineering and environmental constraints
3. Project development schedule
4. Other issues as identified by the State
5. Identify any Design Exceptions and waivers
6. Preliminary Construction Cost Estimate

110.5. Geotechnical Borings and Investigations: The Engineer shall acquire pavement and geotechnical information from the State to facilitate Pavement Design.

110.6. Traffic Engineering Studies: Any traffic studies needed for this project will be provided by the State.

FC 120 – Social, Economic and Environmental Studies and Public Involvement – N/A. It is assumed that no Environmental Studies and Public Involvement is required for this project. If meetings are required with adjacent property owners regarding relocation of ramps.

FC 130 – Right-of-Way Data – N/A. It is assumed that ROW Surveying/Acquisition and no utility coordination will be required for this project. If new ROW maps need to be prepared to address new Control of Access lines due to relocation of existing ramps that will be addressed by TxDOT is a subsequent Work Authorization.

FC 145 – Project Management and Administration (Preliminary Engineering-FC 110-150) and FC 164 – Project Management and Administration (PS&E-FC 160-170)

The Engineer shall:

- Prepare monthly written progress reports for each project.
- Develop and maintain a detailed project schedule to track project conformance to Exhibit C, Work Schedule, for each work authorization. The schedule submittals shall be hard copy and electronic format.
- Meet on a scheduled basis with the State to review project progress.
- Prepare, distribute, and file both written and electronic correspondence.
- Document phone calls and conference calls as required during the project to coordinate the work for various team members.

FC 150 – Field Surveying and Photogrammetry

Design survey – The combined performance of research, field work, analysis, computation and documentation necessary to provide detailed topographic (3-dimensional) mapping of a project site. A design survey may include, but need not be limited to, cross-sections, detailing of structures, establishing control points, etc.

150.1. Field Surveying. The Engineer shall verify the benchmark coordinates and establish additional horizontal and vertical control for the project. The Engineer shall provide supplemental field surveying services necessary to verify the Digital Terrain Model (DTM), produce topographic maps, establish the project baseline on the ground, locate and tie existing utilities to the project baseline, and update topography. Coordinate geometry shall be based on and tied into State plane surface coordinate system. The Engineer shall:

1. Determine Project Baseline: N/A
2. Horizontal and Vertical Control Surveys (Project Control):

The maximum distance between control points shall not exceed 1500 feet. The coordinate location and elevation of control points or center panel points based on GPS surveys conducted by the Surveyor shall meet standards of accuracy as set forth below. Reference may be made to standards of accuracy for First Authorization surveys as described in the Federal Geodetic Control Committee publication entitled Geometric Geodetic Accuracy Standards and Specifications for Using GPS Relative Positioning Techniques.

The accuracy standard at the 90 percent confidence level for First Authorization Surveys may be calculated using the required formula.

DATUM. All coordinates shall be based on the North American datum (NAD) 83 (1993 Adjustment). All elevations shall be based on the North American vertical datum (NAVD) of 1988

All traverses conducted by the Surveyor shall be tied to the National Geodetic Survey system, either directly or indirectly as follows:

The Surveyor shall make sufficient measurements to existing National Geodetic Survey monuments to assess the angular, horizontal and vertical closure of each traverse.

The Surveyor shall make sufficient measurements to monuments established by the State to assess the angular, horizontal and vertical closure of each traverse. All monuments

established by the State for purposes of aerial photography control are based on the National Geodetic Survey system.

HORIZONTAL GROUND CONTROL

The coordinate location of the control or traverse points shall be based on traverses conducted by the Surveyor meeting standards of accuracy as set forth below.

Reference may be made to standards of accuracy for Second Order, Class II, horizontal control traverses as described in the latest edition Federal Geodetic Control Committee publication entitled Standards and Specifications for Geodetic Control Networks.

- Azimuth closure shall not exceed 4.5 seconds times the square root of the number of traverse segments.
- Position closure after azimuth adjustment shall not exceed 1 in 20,000.
- In cases where a traverse approaches but does not entirely meet these standards of accuracy and the Surveyor has assured itself that gross errors, mistakes and blunders have been eliminated, the Surveyor shall submit the traverse data to the State for further review. The State will make a determination as to the acceptability of the traverse as an exception to the standard and notify the Surveyor accordingly.

VERTICAL GROUND CONTROL

Elevations established on the control and benchmarks shall be conducted by the Surveyor meeting standards of accuracy as set forth below. Reference may be made to standards of accuracy for third order vertical control traverses as described in the latest edition of the Federal Geodetic Control Committee publication entitled Standards and Specifications for Geodetic Control Networks.

- Vertical closure shall not exceed 0.05 feet times the square root of the distance in miles.
- In case where a traverse approaches but does not entirely meet these standards of accuracy and the Surveyor has assured itself that gross errors, mistakes and blunders have been eliminated, the Surveyor shall submit the traverse data to the State for review. The State will make a determination as to the acceptability of the traverse as an exception to the standard, and the State will notify the Surveyor accordingly.
- Document field work and submit field data to the State.

Additionally, the Engineer shall locate previously set control points and benchmarks established by State (State Datum); establish benchmark circuit (run levels) throughout the Project; establish additional benchmarks at intervals not to exceed 1,000 feet for the limits of the Project; tie benchmarks (station/offset) to Project baseline. Benchmarks shall be 20M (ASTM) (3/4-inch) diameter, 48 inches long, located near the existing ROW line at a measured distance. All benchmark circuits shall be tied to the State's elevation datum. Perform the benchmark circuits in accordance with good surveying practices. The Surveyor shall verify the closure and submit adjustments to State for approval prior to beginning the field surveys.

Provide 8 ½" x 11" location sketches for all control points and benchmarks. These sketches shall be signed, sealed and dated by a Registered Professional Land Surveyor (RPLS).

3. Survey Control Index Sheets. The Engineer's Surveyor shall prepare a Survey Control Index Sheet and a Horizontal and Vertical Control Sheet, signed, sealed and dated by the professional engineer in direct responsible charge of the surveying and the responsible

RPLS for insertion into the plan set. The Survey Control Index Sheet shows an overall view of the project control and the relationship or primary monumentation and control used in the preparation of the project; whereas, the Horizontal and Vertical Control sheet identifies the primary survey control and the survey control monumentation used in the preparation of the project. Both the Survey Control Index Sheet and the Horizontal and Vertical Control Sheet should be used in conjunction with each other.

The following information should be shown on the Survey Control Index Sheet:

- Overall view of the project and primary control monuments set for control of the project.
- Identification of the control points.
- Baseline and centerline.
- Graphic (Bar) Scale.
- North Arrow.
- Placement of note "The survey control information has been accepted and incorporated into this PS&E" which is signed, sealed, and dated by a Texas Professional Engineer.
- RPLS signature, seal and date.

The following information should be shown on the Horizontal and Vertical Control Sheet:

- Location for each control point, showing baseline and centerline alignment and North arrow.
- Station and offset (with respect to the baseline or centerline alignments) of each identified control point.
- Basis of Datum for horizontal control (base control monument, benchmark name and number, datum).
- Basis of Datum for the vertical control (base control monument, benchmark name, number, datum).
- Date of current adjustment of the datum.
- Monumentation set for Control (Description, District name/number and Location ties).
- Surface Adjustment Factor and unit of measurement.
- Coordinates (SPC Zone and surface or grid).
- Relevant metadata.
- Graphic (Bar) Scale.
- Placement of note "The survey control information has been accepted and incorporated into this PS&E" which is signed, sealed and dated by a Texas Professional Engineer.
- RPLS signature, seal and date.
- TxDOT title block containing District Name, County, Highway No., and CSJ.

4. Determine type of existing material, existing pavements, etc.
5. Obtain profiles of existing drainage facilities.
6. Obtain ties to existing culverts that may conflict with new construction.
7. Verify Digital Terrain Model (DTM) (cross sections at panel points) and planimetric mapping (DGN). Obtain additional existing ground cross sections as necessary to supplement the DTM files. Obtain cross sections at the center panel points to verify the DTM.

8. The Surveyor shall control traffic in and near surveying operations adequately to comply with the latest edition of the TMUTCD. In the event field personnel must divert traffic or close traveled lanes, a Traffic Control Plan shall be prepared by the Engineer's surveyor and approved by the State prior to commencement of field work. A copy of the approved plans shall be in the possession of field personnel on the job site at all times and shall be made available to State personnel upon request.
9. The following definitions shall apply:
 - DGN-Two dimensional digital map containing natural ground features and improvements plotted in a horizontal plane along the X and Y axes. A planimetric map does not include relief elements such as spot elevations, cross-sections, or contours.
 - DTM-Three dimensional digital model of the ground containing those features necessary to define surface relief. A three dimensional model does not normally contain those planimetric features not necessary to define relief.
 - Horizontal and vertical ground control-Survey control points for which the X and Y coordinate and elevation have been determined by on the ground surveys.

150.2. Digital Planimetric Mapping (DGN) and Digital Terrain Modeling (DTM). N/A

150.3. Survey Technical Requirements. The Engineer shall perform each design and construction survey in compliance with the following technical requirements:

1. Each design survey and construction survey shall be performed under the direct supervision of a registered professional land surveyor currently registered with the Texas Board of Professional Land Surveying.
2. Horizontal and Vertical ground control established by conventional methods conducted by the Surveyor shall meet standards of accuracy as set forth in the Texas Society of Professional Surveyors (TSPS) *Manual of Practice for Land Surveying in the State of Texas* to the category and condition delineated in each Work Authorization. The Engineer shall run vertical control using digital levels only unless otherwise approved by the State.
3. Horizontal and vertical ground control used for design surveys and construction surveys based on Global Positioning system (GPS) surveys conducted by the Surveyor shall meet standards of accuracy as set forth in the Federal Geodetic Control Committee publication entitled *Geometric Geodetic Accuracy Standards and Specifications for Using GPS Relative Positioning Techniques*, reprinted with corrections August 1, 1989, or the State's *GPS Manual of Practice*, latest edition, as specified in each Work Authorization.

FC 160 – Roadway Design Controls

The Engineer shall inform the State of changes made from previous initial meetings regarding each exception, waiver, and variance that may affect the design. The Engineer shall cease all work under this task until the exceptions, waivers, and variances have been resolved between the Engineer and the State unless otherwise directed by the State to proceed. The Engineer shall identify, prepare exhibits and complete all necessary forms for Design Exceptions and Waivers within project limits prior to the 60% Submittal. These exceptions shall be provided to the State for coordination and processing of approvals.

160.1. Geometric Design. The Engineer shall:

- A. Preliminary Geometric Project Layout. The Engineer shall develop a preliminary geometric project layout (Layout) for the full length of the project to be reviewed and approved by the State prior to the Engineer proceeding with the 60 percent milestone submittal package.

The Layout shall consist of a planimetric file of existing features and the proposed improvements within the existing ROW. The Layout shall also include the following features: existing ROW, existing/proposed horizontal and vertical alignment and profile grade line, cross culverts, lane widths, cross slopes, ditch slopes, pavement structure, clear zone, retaining walls (if applicable) guard rail (if applicable), and water surface elevations for various rainfall frequencies, etc. The Layout shall be prepared in accordance with the current Roadway Design Manual. The Engineer shall provide horizontal and vertical alignment of the project layout in English units for main lanes and cross streets. The Engineer shall also provide proposed and existing typical sections with the profile grade line (PGL), lane widths, cross slopes, ROW lines, ditch shapes, pavement structures and clear zones depicted, etc.

160.2. Roadway Design.

The Engineer shall provide roadway plan and profile drawings using CADD standards as required by the State. The drawings shall consist of a planimetric file of existing features and files of the proposed improvements. The roadway base map shall contain line work that depicts existing surface features obtained from the schematic drawing. Existing major subsurface and surface utilities shall be shown. Existing and proposed right-of-way lines shall be shown. Plan and Profile to be shown on separate or same sheets (this depends upon width of pavement) for main lanes, frontage roads, and ramps.

The plan view shall contain the following design elements:

1. Calculated roadway centerlines for mainlanes, ramps, cross streets and frontage roads, as applicable. Horizontal control points shall be shown. The alignments shall be calculated using GEOPAK.
2. Pavement edges for all improvements (mainlanes, direct connectors, ramps, cross streets, driveways and frontage roads, if applicable).
3. Lane and pavement width dimensions.
4. The geometrics of ramps, auxiliary and managed lanes.
5. Proposed structure locations, lengths and widths.
6. Direction of traffic flow on all roadways. Lane lines and arrows indicating the number of lanes shall also be shown.
7. Drawing scale shall be 1"=100'
8. Control of access line, & ROW lines and easements.
9. Begin/end superelevation transitions and cross slope changes.
10. Limits of rip rap, block sod, and seeding.
11. Existing utilities and structures.
12. Benchmark information.

The profile view shall contain the following design elements:

1. Calculated profile grade for proposed mainlanes (cite direction), direct connectors, ramps, cross streets and frontage roads, if applicable. Vertical curve data, including "K" values shall be shown.

2. Existing and proposed profiles along the proposed centerline of the mainlanes, the outside shoulder line of ramps, and the outside gutter line of the designated (north, south, east or west) bound frontage roads.
3. Water surface elevations at major stream crossing for 2, 5, 10, 25, 50, and 100 year storms.
4. Calculated vertical clearances at grade separations and overpasses, taking into account the appropriate superelevation rate, superstructure depth and required clearance.
5. The location of interchanges, mainlanes, grade separations and ramps (shall include cross sections of any proposed or existing roadway, structure, or utility crossing).
6. Drawing vertical scale to be 1"=10'.

160.3. Typical Sections:

Typical sections shall be required for all proposed and existing roadways and structures. Typical sections shall include width of travel lanes, shoulders, outer separations, border widths, curb offsets, managed lanes, and ROW. The typical section shall also include PGL, centerline, pavement design, longitudinal joints, side slopes, sodding/seeding limits, concrete traffic barriers and sidewalks, if required, station limits, common proposed and existing structures including retaining walls, existing pavement removal (pavement coring shall be performed by the Engineer to determine existing pavement structure for removal items only, see FC 110) riprap, limits of embankment and excavation, etc.

160.4. Interchange. - N/A

160.5. Cross Streets. N/A

160.6. Cut and Fill Quantities. The Engineer shall develop an earthwork analysis to determine cut and fill quantities and provide final design cross sections at 100 feet intervals. Cross sections shall be delivered in standard GEOPAK format on 11"x17" sheets or roll plots and electronic files. The Engineer shall provide all criteria and input files used to generate the design cross sections. Cross sections and quantities shall consider existing pavement removals. Annotation shall include at a minimum existing/proposed right of way, side slopes (front & back), profiles, etc.

Two sets of drawings shall be submitted by the Engineer at the 60%, and 90%, and final submittals, respectively.

160.7. Plan Preparation. The Engineer shall prepare roadway plans, profiles and typical sections for the proposed improvements. Prior to the 60% submittal the Engineer shall schedule a workshop to review profiles and cross-sections with the State. The profile and cross sections shall depict the 2, 5, 10, 25, 50, 100 and 500 year (if available) water surface elevations. The drawings will provide an overall view of the roadway and existing ground elevations with respect to the various storm design frequencies for the length of the project. This will enable the State to determine the most feasible proposed roadway profile. The State will approve the proposed profiles and cross sections before the Engineer continues with the subsequent submittals. This scope of services and the corresponding cost proposal are based on the Engineer preparing plans to construct freeway main lanes, ramps, and frontage roads. The roadway plans shall consist of the types and be organized in the sequence as described in "Stand Alone Manual Notice Number 00-1".

160.8. Wetlands Information. N/A

160.9. Pavement Design. If applicable, the Engineer shall incorporate the pavement design developed by the State for this project. The Engineer shall implement ramp pavement design as specified by the State.

160.10. Pedestrian and Bicycle Facilities. N/A

FC 161 – Drainage

161.1. Drainage Report. – N/A

161.2. Scour Analyses and Stream Migration Studies. – N/A

161.3. Culvert and Storm Drain Design. The Engineer shall develop design details that minimize the interference with the passage of traffic or incur damage to the highway and local property. The Engineer shall provide layouts, drainage area maps, and design of all drainage components. The Engineer shall design all conventional storm drainage and cross drainage in conformance with the latest edition of State Hydraulic Manual, Districts' criteria, and any specific guidance provided by the State. Storm drain design shall be performed using WinStorm or GEOPAK Drainage. Cross drainage design shall be performed using WINSTORM, HY 8 or HEC RAS. When oversized storm drains are used for detention, the Engineer shall evaluate the hydraulic gradeline throughout the whole system, within project limits, for the design frequency. The Engineer shall coordinate with the State any proposed changes to the detention systems. The State will assess the effects of such changes on the comprehensive drainage studies. The Engineer shall coordinate with the State and designers of adjacent projects to check that all proposed drainage systems accommodate the proposed construction phasing plan.

The Engineer shall perform the following:

1. Prepare culvert cross sections. (The Engineer should list station locations)
2. Identify areas requiring trench protection, excavation, shoring and de-watering.
3. Prepare drainage area maps.
4. Select standard details from State or District's list of standards for items such as inlets, manholes, junction boxes and end treatment, etc.
5. Prepare details for non-standard inlets, manholes and junction boxes.
6. Prepare drainage details for outlet protection, outlet structures and utility accommodation structures.
7. Identify pipe strength requirements.
8. Prepare drainage facility quantity summaries.

161.4. Temporary Drainage Facilities. – N/A

161.5. Layout, Structural Design and Detailing of Drainage Features.

The Engineer shall develop layouts for the new culverts and culvert replacements. The Engineer shall use standard details where practical.

FC 162 – Signing, Pavement Markings and Signalization (Permanent)

162.1. Signing. The Engineer shall prepare drawings, specifications and details for all signs. The Engineer shall coordinate with the State (and other Engineers as required) for overall temporary, interim and final signing strategies and placement of signs outside contract limits. The Engineer shall:

- Prepare sign detail sheets for large guide signs showing dimensions, lettering, shields, borders, corner radii, etc., and shall provide a summary of large and small signs.
- Designate the shields to be attached to guide signs.
- Illustrate and number the proposed signs on plan sheets.
- Select each sign foundation from State Standards.

162.2. Pavement Marking. The Engineer shall detail both permanent and temporary pavement markings and channelization devices on plan sheets. The Engineer shall coordinate with the State (and other Engineers as required) for overall temporary, interim, and final pavement marking strategies. The Engineer shall select Pavement markings from the latest State standards.

The Engineer shall provide the following information on sign/pavement marking layouts:

- Roadway layout.
- Center line with station numbering.
- Designation of arrow used on exit direction signs
- Culverts and other structures that present a hazard to traffic.
- Location of utilities.
- Existing signs to remain, to be removed, or to be relocated.
- Proposed signs (illustrated, numbered and size).
- Proposed markings (illustrated and quantified) which include pavement markings, object markings and delineation.
- Quantities of existing pavement markings to be removed.
- Proposed delineators and object markers.
- The location mainlanes, frontage roads and ramps.
- The number of lanes in each section of proposed highway and the location of changes in numbers of lanes.
- Right-of-way limits.
- Direction of traffic flow on all roadways.

FC 163 – Miscellaneous (Roadway)

The Engineer shall provide the following services:

163.1. Retaining Walls and Miscellaneous Structures. – N/A

163.2. Traffic Control Plan, Detours, Sequence of Construction. The Engineer shall prepare Traffic Control Plans (TCP) for the project. The Engineer is to complete Form 2229-Significant Project Procedures along with Page 4 of Form 1002, specifically titled Accelerated Construction Procedures. A detailed TCP shall be developed in accordance with the latest edition of the TMUTCD. The Engineer is to implement the current Barricade and Construction (BC) standards as applicable. The Engineer shall interface and coordinate phases of work, including the TCP, with adjacent Engineers.

1. The Engineer shall provide a written narrative of the construction sequencing and work activities per phase and determine the existing and proposed traffic control devices (regulatory signs, warning signs, guide signs, route markers, construction pavement markings, barricades, flag personnel, temporary traffic signals, etc.) to be used to handle traffic during each construction sequence. The Engineer shall show proposed traffic control devices at grade intersections during each construction phase (stop signs, flagperson, signals, etc.). The Engineer shall show temporary roadways, ramps, structures (including railroad shoo-fly) and detours required to maintain lane continuity throughout the construction phasing. If temporary retaining walls are required, show the limits on the applicable TCP.
2. Develop each TCP to provide continuous, safe access to each adjacent property during all phases of construction and to preserve existing access. The Engineer shall notify the State in the event existing access must be eliminated, and must receive approval from the State prior to any elimination of existing access.
3. Design temporary drainage to replace existing drainage disturbed by construction activities or to drain detour pavement. The Engineer shall show horizontal and vertical location of culverts and required cross sectional area of culverts.
4. Prepare each TCP in coordination with the State. The TCP shall include interim signing for every phase of construction. Interim signing shall include regulatory, warning, construction, route, and guide signs. The Engineer shall interface and coordinate phases of work, including the TCP, with adjacent Engineers, which are responsible for the preparation of the PS&E for adjacent projects.
5. Maintain continuous access to abutting properties during all phases of the TCP. The Engineer shall develop a list of each abutting property along its alignment. The Engineer shall prepare exhibits for and attend meetings with the public, as requested by the State.
6. Describe the type of work to be performed for each phase of sequence of construction and any special instructions (e.g. storm sewer, culverts, bridges, railing, illumination, signals, retaining walls, signing, paving surface sequencing or concrete placement, ROW restrictions, utilities, etc.) that the contractor should be made aware to include limits of construction, obliteration, and shifting or detouring of traffic prior to the proceeding phase.
7. Include the work limits, the location of channelizing devices, positive barrier, location and direction of traffic, work area, stations, pavement markings, and other information deemed necessary for each phase of construction.

163.3. Temporary Traffic Signals and Illumination: – N/A

163.4. Illumination. The Engineer shall refer to TxDOT's *Highway Illumination Manual* and other deemed necessary State approved manuals for design of safety lighting for all conventional lighting. The Engineer adjust existing safety lighting as part of each design on each ramp relocation. The Engineer shall provide a preliminary layout for initial review and approval by the State. The Engineer shall prepare circuit wiring diagrams showing the number of luminaries on each circuit, electrical conductors, length of runs, service pole assemblies. The Engineer shall integrate existing illumination within the project limits into the proposed design. The Engineer shall coordinate with the State to determine the location of proposed conventional lighting.

163.5. StormWater Pollution Prevention Plans (SW3P). The Engineer shall develop SW3P, on separate sheets from (but in conformance with) the TCP, to minimize potential impact to receiving waterways. The SW3P shall include text describing the plan, quantities, type, phase and locations of erosion control devices and any required permanent erosion control.

163.6. Compute and Tabulate Quantities. The Engineer shall provide the summaries and quantities within all formal submittals.

163.7. Special Utility Details (Water, Sanitary Sewer, etc.) – N/A

163.8. Miscellaneous Structural Details. The Engineer shall provide necessary details required to supplement standard details.

163.9. Agreements (Railroad, etc.) and Layouts. – N/A

163.10. Estimate. The Engineer shall independently develop and report quantities necessary to construct contract in standard State bid format at the specified milestones and Final PS&E submittals. The Engineer shall prepare each construction estimates using Estimator. The estimate shall be provided in DCIS format at the 90% and Final PS&E submittals.

163.11. Specifications and General Notes. The Engineer shall identify necessary standard specifications, special specifications, special provisions and the appropriate reference items. The Engineer shall prepare General Notes from the District's *Master List of General Notes*, Special Specifications and Special Provisions for inclusion in the plans and bidding documents. The Engineer shall provide General Notes, Special Specifications and Special Provisions in the required format.

Deliverables

Plans

The Engineer shall provide the following information at each submittal:

1. 30% Plans Submittal – (*Not Required*)
2. Prior to 60% Submittal:
 - a. 1 set of a roll format TCP phasing layouts, 1 .pdf of plans sheets for TCP concept, and significant project procedures form (State Form 2229) to present at the DSRT for the State review.
 - b. 1 set of a roll format of illumination plan concept to State review.
3. 60% Plans Submittal:
 - a. A digital 11" x 17" plan set for the State District review.
 - b. Estimate of construction cost.
 - c. Engineer's internal QA/QC marked up set.
 - d. 1 set of a roll format TCP phasing layouts, 1 .pdf of plans sheets for TCP concept, and significant project procedures form (State Form 2229) to present at the DSRT for the State review.
4. District Review Submittal (90%):
 - a. A digital 11" x 17" plan set for the State district review

- b. List of governing Specifications and Special Provisions in addition to those required.
 - c. Marked up general notes.
 - d. Plans estimate.
 - e. New Special Specifications and Special Provisions with Form 1814, if applicable.
 - f. Triple Zero Special Provisions.
 - g. Engineer sign, seal and date supplemental sheets (8 ½" x 11").
 - h. Contract time determination summary.
 - i. Significant project procedures form.
 - j. Right-of-Way and utilities certification.
 - k. Construction speed zone request.
 - l. Engineer's internal QA/QC marked-up set.
 - m. Other supporting documents.
5. Final submittal (100%).
- a. 1 final plan set (11" x 17")
 - b. Revised supporting documents from 90% review comments.

Electronic Copies

The Engineer shall furnish the State with a CD/DVD of the final plans in the current CADD system used by the STATE, .pdf format, and in the District's File Management System (FMS) format.

The Engineer shall also provide separate CD/DVD containing cross section information (in dgn, XLR & ASCII formats) for the contractor's use.

Primavera (P3) file or the latest scheduling program used by the State for construction time estimate.

Calculations

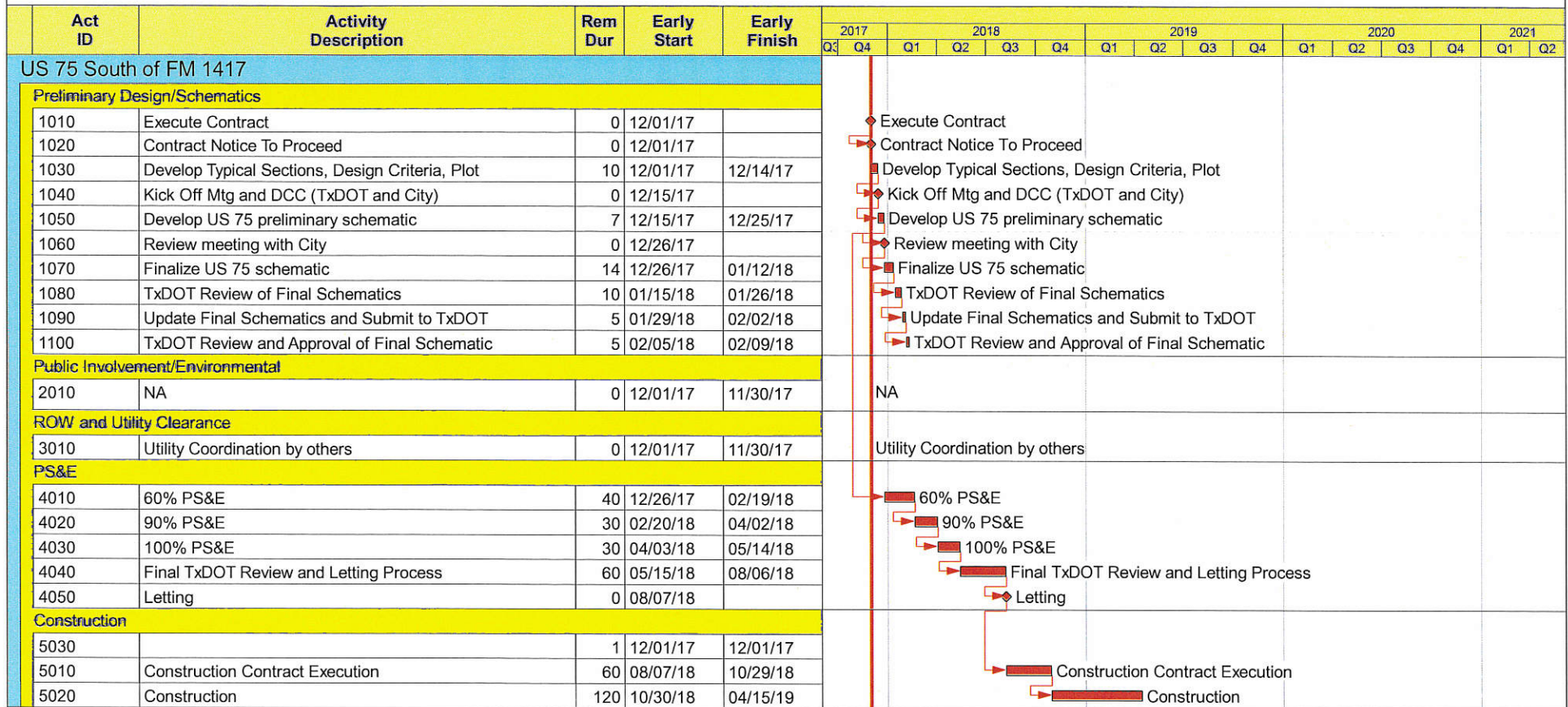
The Engineer shall provide a 3-ring binder with all quantity and non-structural design calculations. Provide a bound copy of all engineering calculations, analysis, input calculations, quantities, geometric designs (GEOPAK GPK files), etc. relating to the project's structural elements. Project structural elements include, but are not limited to: bridges, retaining walls, overhead sign foundations, high-mast illumination foundations, non-standard culverts, custom headwalls and drainage appurtenances.

Provide working copies of all spreadsheets and output from any programs utilized on a CD/DVD in a universally reliable format.

The Engineer may provide the requested information on a CD/DVD. Submit element normally bound using a .pdf format.

Exhibit B-3 Work Schedule

City of Sherman



Start date 12/01/17 8:00AM
 Finish date 04/15/19 4:59PM
 Data date 12/01/17 8:00AM
 Run date 11/08/17 10:00AM
 Page number 1A

H. W. Lochner, Inc.
 US 75 South of FM 1417

- Early bar
- Progress bar
- Critical bar
- Summary bar
- ▲ Progress point
- ▲ Critical point
- Summary point
- ◆ Start milestone point
- ◆ Finish milestone point

HWY: Northbound US 75 Entrance/Exit Ramp Reversal
Just south of FM 1417 Interchange

Exhibit C
Fee Schedule

Resolution No. ____

Specified Rate and Lump Sum

Overall Contract Summary

FIRM	ROLE	TOTAL FOR DESIGN	TOTAL FOR UNIT COSTS	TOTAL FOR ODE	CONTRACT TOTAL	PERCENT OF TOTAL CONTRACT
Provider 1 H. W. Lochner, Inc.	Project Management, Design, and PS&E	\$141,625.00	\$0.00	\$1,746.00	\$143,371.00	88.37%
Provider 2 H. W. Lochner, Inc. (Surveying Tasks)	Design Surveying	\$17,826.00	\$0.00	\$1,048.60	\$18,874.60	11.63%
Total Supplemental Agreement Contract Amount		\$ 159,451.00	\$ -	\$ 2,794.60	\$ 162,245.60	100.00%

Exhibit C
Fee Schedule

Specified Rate and Lump Sum

Summary by Function Code

FUNCTION CODE	HWL				TOTAL	
	HOURS	FEES	HOURS	FEES	HOURS	FEES
110	72	\$11,640.00			72	\$11,640.00
145	58	\$7,980.00			58	\$7,980.00
150	152	\$17,826.00			152	\$17,826.00
160	315	\$36,920.00			315	\$36,920.00
161	166	\$16,805.00			166	\$16,805.00
162	177	\$15,585.00			177	\$15,585.00
163	443	\$52,695.00			443	\$52,695.00
ODE		\$2,794.60			0	\$2,794.60
TOTAL	1,383	\$162,245.60	0	\$ -	1,383	\$ 162,245.60

100.00%

0.00%

HWY: Northbound US 75 Entrance/Exit Ramp Reversal
Just south of FM 1417 Interchange

Exhibit C
Fee Schedule

Resolution No. ____

PRIME PROVIDER: H.W. Lochner, Inc.

Specified Rate and Lump Sum

SCOPE TASK NO.	TASK DESCRIPTION	PRINCIPAL	PROJECT MANAGER	SENIOR ENGINEER	STRUCTURAL ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	EIT	SENIOR ENGINEER TECH	ENGINEER TECH	ADMIN/ CLERICAL	TASK TOTALS	TOTAL LABOR HRS. & COSTS
	CONTRACT RATE PER HOUR	\$210.00	\$190.00	\$180.00	\$170.00	\$150.00	\$125.00	\$90.00	\$110.00	\$80.00	\$60.00		
110	ROUTE & DESIGN STUDIES (FC 110)												
110.1	DATA COLLECTION AND FIELD RECONNAISSANCE												
110.1.1	DATA COLLECTION FROM STATE AND REVIEW			4		4						\$1,320.00	8
110.1.2	REVIEW DOCUMENTS FOR EXIST. AND PROP. DEVELOPMENT			4		4						\$1,320.00	8
110.1.3	REVIEW FLOODPLAIN, FEMA, CORPS, DRAINAGE STUDIES AVAILABLE (N/A)											\$0.00	0
110.1.4	FIELD RECONNAISSANCE (TRIP TO SHERMAN)			8		8						\$2,640.00	16
110.2	DEVELOP DESIGN CRITERIA, DSR, QC, AND SUBMIT TO TxDOT			4		8	8					\$2,920.00	20
110.3	PREPARE PRELIM COST ESTIMATE			4			4					\$1,220.00	8
110.4	PREPARE FOR, ATTEND AND DOCUMENT DESIGN CONCEPT CONFERENCE		6	6								\$2,220.00	12
110.5	GEOTECHNICAL INVESTIGATION PROVIDED BY THE STATE												
110.6	TRAFFIC ENGINEERING STUDIES NOT REQUIRED												
	HOURS SUB-TOTALS	0	6	30	0	24	12	0	0	0	0	\$11,640.00	72
	TOTAL LABOR COSTS	\$0.00	\$1,140.00	\$5,400.00	\$0.00	\$3,600.00	\$1,500.00	\$0.00	\$0.00	\$0.00	\$0.00		\$11,640.00
	% DISTRIBUTION OF STAFFING	0.0%	8.3%	41.7%	0.0%	33.3%	16.7%	0.0%	0.0%	0.0%	0.0%		
	SUBTOTAL (FC 110)												\$11,640.00
145	PROJECT MANAGEMENT AND ADMINISTRATION(FC 145)-ASSUME 24 MONTHS												
145	PLAN AND CONDUCT INTERNAL DESIGN TEAM MEETINGS			4		4	4	4			4	\$2,420.00	20
145	PREPARE INVOICES AND PROGRESS REPORTS FOR EACH PERIOD			6							6	\$1,440.00	12
145	MEET ON A SCHEDULED BASIS WITH THE CITY/STATE (1 MTG)		6	6								\$2,220.00	12
145	PREP, DISTRIBUTE, AND FILE WRITTEN AND ELECTRONIC CORRES.		2								2	\$500.00	4
145	DOCUMENT PHONE CALLS		2								2	\$500.00	4
145	PREPARE AND MAINTAIN PROJECT DESIGN SCHEDULE					6						\$900.00	6
	HOURS SUB-TOTALS	0	10	16	0	10	4	4	0	0	14	\$7,980.00	58
	TOTAL LABOR COSTS	\$ -	\$ 1,900.00	\$ 2,880.00	\$ -	\$ 1,500.00	\$ 500.00	\$ 360.00	\$ -	\$ -	\$ 840.00		\$7,980.00
	% DISTRIBUTION OF STAFFING	0.00%	17.24%	27.59%	0.00%	17.24%	6.90%	6.90%	0.00%	0.00%	24.14%		
	SUBTOTAL (FC145)												\$7,980.00

HWY: Northbound US 75 Entrance/Exit Ramp Reversal
Just south of FM 1417 Interchange

Exhibit C
Fee Schedule

Resolution No. ____

PRIME PROVIDER: H.W. Lochner, Inc.

Specified Rate and Lump Sum

SCOPE TASK NO.	TASK DESCRIPTION	PRINCIPAL	PROJECT MANAGER	SENIOR ENGINEER	STRUCTURAL ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	EIT	SENIOR ENGINEER TECH	ENGINEER TECH	ADMIN/ CLERICAL	TASK TOTALS	TOTAL LABOR HRS. & COSTS
	CONTRACT RATE PER HOUR	\$210.00	\$190.00	\$180.00	\$170.00	\$150.00	\$125.00	\$90.00	\$110.00	\$80.00	\$60.00		
160	ROADWAY DESIGN CONTROLS (FC160)												
160.1.A	PREPARE GEOMETRIC PROJECT LAYOUT, X-SECTIONS, TYP. SECTS.			4		4			24			\$3,960.00	32
160.2	ROADWAY DESIGN												
160.2	CREATE CENTERLINES USING GEOPAK			2		4			8			\$1,840.00	14
160.2	LOCATE PAVEMENT EDGES FOR ALL IMPROVEMENTS			2		2			8			\$1,540.00	12
160.2	LANE AND PAVEMENT WIDTH DIMENSIONS					4				8		\$1,240.00	12
160.2	PROPOSED STRUCTURE LOCATIONS, LENGTHS AND WIDTHS					4				8		\$1,240.00	12
160.2	DIRECTION OF TRAFFIC FLOW ON ALL ROADWAYS					2				4		\$620.00	6
160.2	DRAWING SCALE									8		\$640.00	8
160.2	DEVELOP SUPERELEVATION			4		4			8			\$2,200.00	16
160.2	LIMITS OF RIP RAP, SODDING, SEEDING, ETC					4				4		\$920.00	8
160.2	REDUCE BENCHMARK DATA AND INCORPORATE INTO P/P					4				8		\$1,240.00	12
160.2	CALCULATE PGL FOR MAINLANES, RAMPS, CROSS ROADS, ETC.			2		4			16			\$2,720.00	22
160.2	SHOW WATER SURFACE ELEVATIONS IN PROFILE					4				8		\$1,240.00	12
160.3	DEVELOP TYPICAL SECTIONS			4		4			40			\$5,720.00	48
160.3	REVISE TYPICAL SECTIONS BASED ON STATE REVIEWS			4		4				8		\$1,960.00	16
160.6	CUT AND FILL QUANTITIES AND FINAL CROSS SECTIONS					4			8			\$1,480.00	12
160.7	PLAN PREPARATION												
160.7	REMOVAL PLANS			4		4		10				\$2,220.00	18
160.7	DOWNLOAD, PRPEARE AND UTILIZE STATE STANDARDS			1		2				4		\$800.00	7
160.7	PREPARE PLAN/PROFILE SHEETS		2	2		4		20	20			\$5,340.00	48
160.9	PAVEMENT DESIGN TO BE PROVIDED BY TXDOT												
	HOURS SUB-TOTALS	0	2	29	0	62	0	30	132	60	0	\$36,920.00	315
	TOTAL LABOR COSTS	\$ -	\$ 380.00	\$ 5,220.00	\$ -	\$ 9,300.00	\$ -	\$ 2,700.00	\$ 14,520.00	\$ 4,800.00	\$ -		\$36,920.00
	% DISTRIBUTION OF STAFFING	0.00%	0.63%	9.21%	0.00%	19.68%	0.00%	9.52%	41.90%	19.05%	0.00%		
	SUBTOTAL (FC 160)												\$36,920.00

HWY: Northbound US 75 Entrance/Exit Ramp Reversal
Just south of FM 1417 Interchange

Exhibit C
Fee Schedule

Resolution No. ____

Specified Rate and Lump Sum

PRIME PROVIDER: H.W. Lochner, Inc.

SCOPE TASK NO.	TASK DESCRIPTION	PRINCIPAL	PROJECT MANAGER	SENIOR ENGINEER	STRUCTURAL ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	EIT	SENIOR ENGINEER TECH	ENGINEER TECH	ADMIN/ CLERICAL	TASK TOTALS	TOTAL LABOR HRS. & COSTS
	CONTRACT RATE PER HOUR	\$210.00	\$190.00	\$180.00	\$170.00	\$150.00	\$125.00	\$90.00	\$110.00	\$80.00	\$60.00		
161	DRAINAGE (FC161)												
161.3	DATA COLLECTION												
161.3	FIELD INVESTIGATIONS OF CURENT CONDITIONS COVERED IN FC 110												
161.3	DRAINAGE CULVERTS												
161.3	DETERMINE DRAINAGE AREAS AND FLOWS						4	8				\$1,220.00	12
161.3	DETERMINE SIZE OF CROSS DRAINAGE CULVERT USING SOFTWARE						4	24				\$2,660.00	28
161.5	PS&E DEVELOPMENT FOR HYDRAULIC STRUCTURES												
161.5	PROVIDE HYDROLOGIC DATA SHEETS						4	16				\$1,940.00	20
161.5	PROVIDE HYDRAULIC DATA SHEETS						4	16				\$1,940.00	20
161.5	PROVIDE CULVERT LAYOUT SHEETS						16			16		\$3,280.00	32
161.5	PREPARE DRAINAGE AREA MAP SHEETS			1			8			8		\$1,820.00	17
161.5	SELECT NECESSARY STANDARDS						1			4		\$445.00	5
161.5	PREPARE DETAILS FOR NON-STANDARD DRAINAGE DETAILS						2	8				\$970.00	10
161.5	PREPARE DRAINAGE QUANTITY SUMMARIES			1			8			10		\$1,980.00	19
161.5	QA/QC FOR ALL SUBMITTALS		1	2								\$550.00	3
	HOURS SUB-TOTALS	0	1	4	0	0	51	72	0	38	0	\$16,805.00	166
	TOTAL LABOR COSTS	\$ -	\$ 190.00	\$ 720.00	\$ -	\$ -	\$ 6,375.00	\$ 6,480.00	\$ -	\$ 3,040.00	\$ -		\$16,805.00
	% DISTRIBUTION OF STAFFING	0.00%	0.60%	2.41%	0.00%	0.00%	30.72%	43.37%	0.00%	22.89%	0.00%		
	SUBTOTAL (FC 161)												\$16,805.00
	TASK DESCRIPTION	PRINCIPAL	PROJECT MANAGER	SENIOR ENGINEER	STRUCTURAL ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	ENGINEER- IN-TRAINING	SENIOR ENGINEER TECH	ENGINEER TECH	ADMIN/ CLERICAL	TASK TOTALS	TOTAL LABOR HRS. & COSTS
162	SIGNING, PVMNT MARKS, & SIGNALS (PERMANENT) (FC 162)												
162.1	PREPARE SIGNING DETAIL SHEETS (LARGE/SMALL)						1	16		16		\$2,845.00	33
162.1	PREPARE SIGNING LAYOUT SHTS. AND IDENTIFY SIGNS						1	8		8		\$1,485.00	17
162.1	PROVIDE SIGN FOUNDATION DETERMINATION / MOUNTS						1	8				\$845.00	9
162.1	SELECT APPROPRIATE SIGN STANDARDS						1	4				\$485.00	5
162.1	PREPARE SMALL SIGN QUANTITY AND SUMMARY						1	8		4		\$1,165.00	13
162.1	PREPARE LARGE SIGN QUANTITIES AND SUMMARY						1	8		4		\$1,165.00	13
162.2	PREPARE PAVEMENT MARKING/MARKER DETAILS						1	8		8		\$1,485.00	17
162.2	PREPARE PAVEMENT MARKING/MARKER LAYOUT SHEETS						1	20		20		\$3,525.00	41
162.2	PREPARE PAVEMENT MARKINGS/MARKER QTY./SUMMARIES						1	12		8		\$1,845.00	21
162.2	ASSEMBLE APPLICABLE PVMNT MARKING/MRKS. STANDARDS						1			1		\$205.00	2
162.2	PREPARE OBJ MRKR & DEL QUANTITIES AND SUMMARY						1	1		4		\$535.00	6
	HOURS SUB-TOTALS	0	0	0	0	0	11	93	0	73	0	\$15,585.00	177
	TOTAL LABOR COSTS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,375.00	\$8,370.00	\$0.00	\$5,840.00	\$0.00		\$15,585.00
	% DISTRIBUTION OF STAFFING	0.00%	0.00%	0.00%	0.00%	0.00%	6.21%	52.54%	0.00%	41.24%	0.00%		
	SUBTOTAL (FC 162)												\$15,585.00

HWY: Northbound US 75 Entrance/Exit Ramp Reversal
Just south of FM 1417 Interchange

Exhibit C
Fee Schedule

Resolution No. ____

Specified Rate and Lump Sum

PRIME PROVIDER: H.W. Lochner, Inc.

SCOPE TASK NO.	TASK DESCRIPTION	PRINCIPAL	PROJECT MANAGER	SENIOR ENGINEER	STRUCTURAL ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	EIT	SENIOR ENGINEER TECH	ENGINEER TECH	ADMIN/ CLERICAL	TASK TOTALS	TOTAL LABOR HRS. & COSTS
	CONTRACT RATE PER HOUR	\$210.00	\$190.00	\$180.00	\$170.00	\$150.00	\$125.00	\$90.00	\$110.00	\$80.00	\$60.00		
163	MISCELLANEOUS (ROADWAY) (FC 163)												
163	PREPARE TITLE SHEET		1	4		4			8			\$2,390.00	17
163	PREPARE INDEX OF SHEETS			2		2				8		\$1,300.00	12
163	REVISE TITLE SHT., LOC. MAP AND INDEX OF SHTS FOLLOWING REVIEWS					1				4		\$470.00	5
163.2	TCP												
163.2	PREPARE TCP CONCEPT FOR CONSTRUCTION RAMPS WITHOUT AFFECTING TRAFFIC					2			20			\$2,500.00	22
163.2	PROVIDE WRITTEN NARRATIVE OF CONSTRUCTION SEQUENCE			2		2				8		\$1,300.00	12
163.2	PREP. TCP LAYOUTS AND SEQUENCE OF CONSTRUCTION SHTS.					2		8	16			\$2,780.00	26
163.4	ILLUMINATION												
163.4	PROVIDE ILLUMINATION LAYOUTS			4			10	24	40			\$8,530.00	78
163.4	PROVIDE ILLUMINATION DETAILS			2			4	6		10		\$2,200.00	22
163.4	PREPARE ELECTRICAL AND ILLUMINATION SUMMARIES			2			4	6	4			\$1,840.00	16
163.5	SW3P												
163.5	REVIEW ENVIRONMENTAL ISSUES, PERMITS AND COMMITMENTS							2				\$180.00	2
163.5	PREPARE SW3P NOTES & NARRATIVE					1		2		2		\$490.00	5
163.5	PREPARE EROSION CONTROL LAYOUTS (ALL PHASES OF CST)					2		8		8		\$1,660.00	18
163.5	PREPARE MISC DETAILS AND ASSEMBLE STANDARDS					1				2		\$310.00	3
163.5	PREPARE SUMMARY OF EROSION CONTROL QUANTITIES					1		4		2		\$670.00	7
163.5	REVISE SW3P LAYOUTS AND QUANTITIES FOLLOWING REVIEWS							1		2		\$250.00	3
163.6	QUANTITIES / SUMMARIES												
163.6	PROVIDE EARTHWORK QUANTITIES/SUMMARY					4			8			\$1,480.00	12
163.6	PREPARE QUANTITIES/SUMMARY OF SHOULDER TEXTURING							2				\$180.00	2
163.6	PREPARE QUANTITIES/SUMMARY OF PREP ROW					2				4		\$620.00	6
163.6	PREP QTYS./SUMMARY PAVEMENT (MAT'L, QTYS, TYPES, ETC.)			1		4		8	8			\$2,380.00	21
163.6	PREP. QUANTITIES/SUMMARY OF REMOVAL ITEMS					2				4		\$620.00	6
163.6	PREP. QUANTITIES/SUMMARY MISC. CONC. RIPRAP					2				2		\$460.00	4
163.6	PREP. QTYS./SUMMARY OF MISC. TCP, DETOUR, SHORING, ETC.			2				8		4		\$1,400.00	14
163.7	PROVIDE NECESSARY DETAILS TO SUPPLEMENT STD. DETAILS											\$0.00	0
163.10	DEVELOP CONSTRUCTION ESTIMATE FOR 60% SUBMITTAL			2			2					\$610.00	4
163.10	DEVELOP CONSTRUCTION ESTIMATE FOR 90% SUBMITTAL			2			2					\$610.00	4
163.10	DEVELOP CONSTRUCTION ESTIMATE FOR 100% SUBMITTAL			2			2					\$610.00	4
163.10	PREPARE A DETAILED CONTRACT TIME ESTIMATE AT 95% SUB.			2								\$360.00	2
163.10	PREPARE A DETAILED CONTRACT TIME ESTIMATE AT FINAL SUB.			3								\$540.00	3
163.10	REVIEWS.			1				2				\$360.00	3
163.11	IDENTIFY NECESSARY STD. SPEC., SPEC. SPECS., SPEC. PROVISIONS AND APPROPRIATE REFERENCE ITEMS.			2								\$360.00	2
163.11	PREPARE GENERAL NOTES			2					2			\$580.00	4
163.11	REVISE GENERAL NOTES FOLLOWING REVIEWS			2								\$360.00	2
163	PROVIDE IND. QUAL. REVIEW FOR CONSTRUCT. AT 60% SUB..			2								\$360.00	2
163	PROVIDE IND. QUAL. REVIEW FOR CONSTRUCT. AT 90% SUB..			2								\$360.00	2
163	PROVIDE IND. QUAL. REVIEW FOR CONSTRUCT. AT FINAL SUB..			2								\$360.00	2
163	CAPTURE REVIEW COMMENTS IN CONSTRUCTABILITY LOG.					2		2				\$480.00	4
163	PROVIDE RESULTS OF CONSTRUCTABILITY REVIEWS TO STATE.			1								\$180.00	1

HWY: Northbound US 75 Entrance/Exit Ramp Reversal
Just south of FM 1417 Interchange

Exhibit C
Fee Schedule

Resolution No. ____

Specified Rate and Lump Sum

PRIME PROVIDER: H.W. Lochner, Inc.

SCOPE TASK NO.	TASK DESCRIPTION	PRINCIPAL	PROJECT MANAGER	SENIOR ENGINEER	STRUCTURAL ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	EIT	SENIOR ENGINEER TECH	ENGINEER TECH	ADMIN/ CLERICAL	TASK TOTALS	TOTAL LABOR HRS. & COSTS
	CONTRACT RATE PER HOUR	\$210.00	\$190.00	\$180.00	\$170.00	\$150.00	\$125.00	\$90.00	\$110.00	\$80.00	\$60.00		
163	INVESTIGATE NEED FOR AND EVAL. IMPLEMENTATION OF CONSTRUCTION SPEED ZONES			1								\$180.00	1
163	COORD., COMPLETE AND VERIFY DCIS DATA; SEAL PS&E.			2								\$360.00	2
163	ATTEND 60% AND 90% REVIEW MEETINGS IN PARIS			12		12						\$3,960.00	24
	Deliverables												
	1. 30% Plans Submittal												
163	Not Required												
	2. Prior to 60% Submittal:												
163	2.a. One .pdf of plan sheets for TCP concept					1	2		2			\$620.00	5
163	2.b. One set of a roll format of illum. plan concept.					1	1					\$275.00	2
	3. 60% Plans Submittal:												
163	3.a. PDF set of plan sets for the State District review.					1	1		2			\$495.00	4
163	3.b. Estimate of construction cost.					1	1					\$275.00	2
163	3.c. Engineer's internal QA and QC marked up set.					1	1		2			\$495.00	4
163	3.d. One .pdf of plan sheets for TCP concept					1	1		2			\$495.00	4
	4. District Review Submittal (90%):												
163	4.a. PDF set of plan sheets for the State district review					1	1		2			\$495.00	4
163	4.b. List of governing Specs and Spec. Prov.						1					\$125.00	1
163	4.c. Marked up general notes.						1					\$125.00	1
163	4.d. Plans estimate.						1					\$125.00	1
163	4.e. New Special Spec. and Special Provisions with Form 1814.						1					\$125.00	1
163	4.f. Triple Zero Special Provisions.						1					\$125.00	1
163	4.g. Engineer sign, seal and date supplemental shts (8 1/2" x 11").						1					\$125.00	1
163	4.h. Contract time determination summary.						1					\$125.00	1
163	4.i. Significant project procedures form.					1						\$150.00	1
163	4.j. Right-of-Way and utilities certification.					1						\$150.00	1
163	4.k. Construction speed zone request.					1	1					\$275.00	2
163	4.l. Engineer's internal QA and QC marked-up set.					1	1		2			\$495.00	4
163	4.m. Other supporting documents.						1					\$125.00	1
	8. Final submittal (100%).												
163	5.a. PDF set of Final Plans					1	2		2			\$620.00	5
163	5.b. Revised supporting documents from 90% review comments.					1	2		2			\$620.00	5
	Electronic Copies												
163	Furnish DVD of the final plans						1		2			\$345.00	3
163	Furnish separate DVD containing cross section information.						1		2			\$345.00	3
163	Provide electronic copy of sched program file for constr. time est.						1					\$125.00	1
	Calculations												
163	Provide a 3-ring binder with all quantity and non-structural calcs.			1		1					2	\$450.00	4
163	Working copies of all spreadsheets and output from any programs			1		1						\$330.00	2
	HOURS SUB-TOTALS	0	1	61	0	61	49	83	126	60	2	\$52,695.00	443
	TOTAL LABOR COSTS	\$0.00	\$190.00	\$10,980.00	\$0.00	\$9,150.00	\$6,125.00	\$7,470.00	\$13,860.00	\$4,800.00	\$120.00		\$52,695.00
	% DISTRIBUTION OF STAFFING	0.00%	0.56%	34.46%	0.00%	34.46%	27.68%	46.89%	71.19%	33.90%	1.13%		
	SUBTOTAL (FC 163)												\$52,695.00

HWY: Northbound US 75 Entrance/Exit Ramp Reversal
Just south of FM 1417 Interchange

**Exhibit C
Fee Schedule**

Resolution No. ____

Specified Rate and Lump Sum

PRIME PROVIDER: H.W. Lochner, Inc.

SCOPE TASK NO.	TASK DESCRIPTION	PRINCIPAL	PROJECT MANAGER	SENIOR ENGINEER	STRUCTURAL ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	EIT	SENIOR ENGINEER TECH	ENGINEER TECH	ADMIN/ CLERICAL	TASK TOTALS	TOTAL LABOR HRS. & COSTS
	CONTRACT RATE PER HOUR	\$210.00	\$190.00	\$180.00	\$170.00	\$150.00	\$125.00	\$90.00	\$110.00	\$80.00	\$60.00		
	TOTALS BY FUNCTION CODE												
110	ROUTE AND DESIGN STUDIES											72	\$11,640.00
145	PROJECT MANAGEMENT ADMINISTRATION											58	\$7,980.00
160	ROADWAY DESIGN CONTROLS											315	\$36,920.00
161	DRAINAGE											166	\$16,805.00
162	SIGNING, PAVEMENT MARKINGS, AND SIGNALIZATION											177	\$15,585.00
163	MISCELLANEOUS (ROADWAY)											443	\$52,695.00
	SUBTOTAL LABOR EXPENSES											1,231	\$141,625.00
				COST /									
	OTHER DIRECT EXPENSES	QUANTITY	UNIT	UNIT									TOTALS
145	Mileage (5 trips to D.O. in Paris and 17 Trips to Job Site)	1,600	Mile	\$0.560									\$896.00
145	Overnight Mail - Letter Size	5	Each	\$25.00									\$125.00
145	Overnight Mail - Oversized Box	5	Each	\$45.00									\$225.00
145	Photocopies B/W (8 1/2" X 11")	1,000	Each	\$0.10									\$100.00
145	Photocopies B/W (11" X 17")	2,000	Each	\$0.20									\$400.00
	SUBTOTAL OTHER DIRECT EXPENSES												\$1,746.00
	Grand Total Provider												\$143,371.00

SUMMARY	
TOTAL COSTS FOR Provider ONLY	\$141,625.00
NON-SALARY (OTHER DIRECT EXPENSES) FOR Provider ONLY	\$1,746.00
GRAND TOTAL	\$143,371.00

HWY: Northbound US 75 Entrance/Exit Ramp Reversal
Just south of FM 1417 Interchange

**Exhibit C
Fee Schedule**

Resolution No. _____

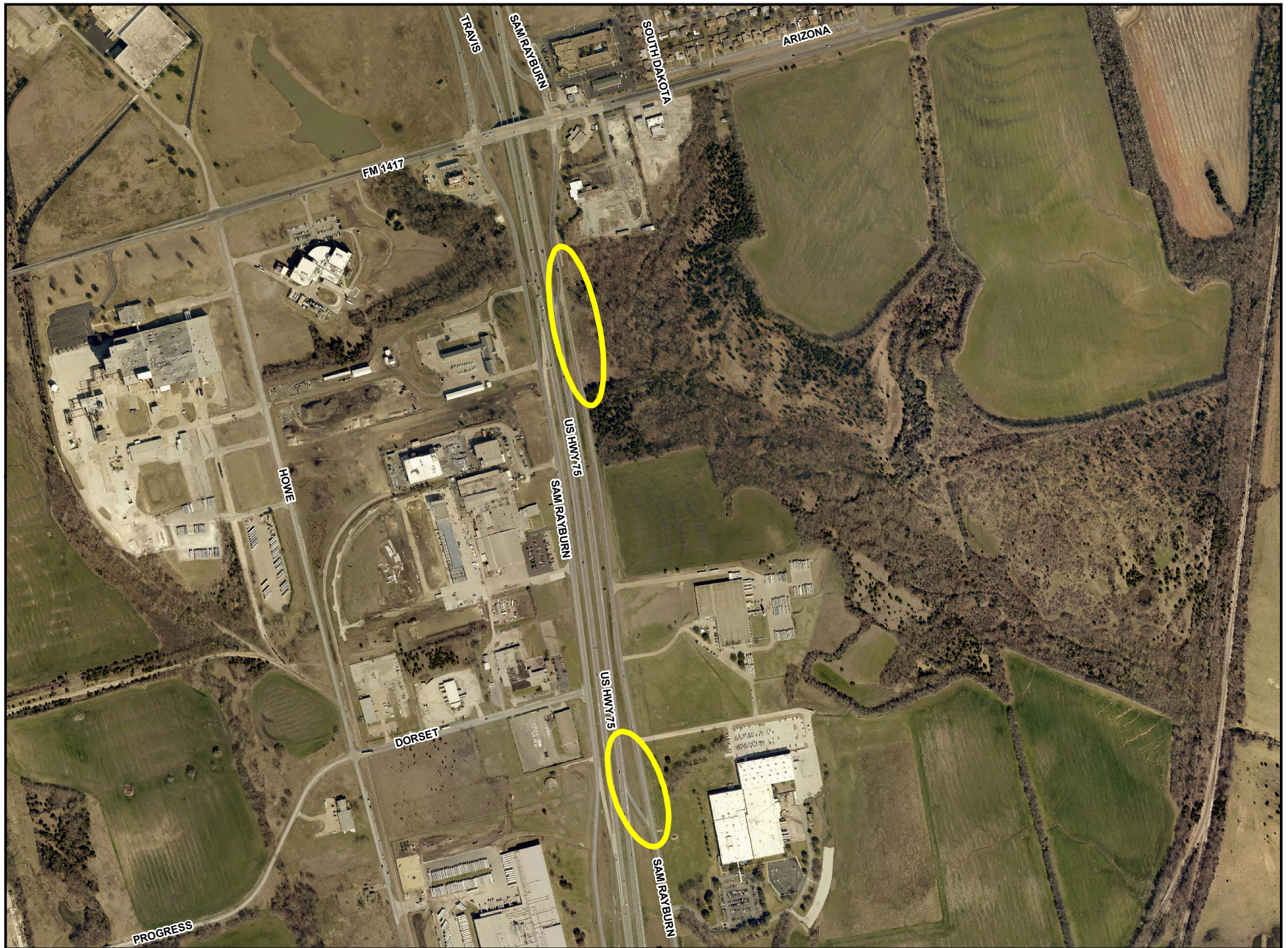
Specified Rate and Lump Sum

PRIME PROVIDER: H.W. Lochner, Inc. (Surveying Tasks)

SCOPE TASK NO.	TASK DESCRIPTION	PROJECT MANAGER	RPLS - TASK LEADER	SENIOR SURVEY TECHNICIAN	SURVEY TECHNICIAN	2-PERSON SURVEY CREW	3-PERSON SURVEY CREW	ABSTRACTOR	ADMIN/ CLERICAL	TASK TOTALS	TOTAL LABOR HRS. & COSTS
150	FIELD SURVEYING AND PHOTOGRAMMETRY (FC 150)	\$190.00	\$122.00	\$95.00	\$84.00	\$135.00	\$175.00	\$60.00	\$58.00		
150.1	DESIGN SURVEYS (COLLECT AND COORDINATE PREVIOUS SURVEYING)		4	8						\$1,248.00	12
150.1.1	LOCATE AND CONFIRM EXISTING HORIZ./VERT. CONTROL. SET CONTROL MON.		2	8		10				\$2,354.00	20
150.1.2	ESTABLISH A BENCHMARK CIRCUIT		2	2		10				\$1,784.00	14
150.1.3	PROVIDE DETAILED TOPOGRAPHIC DESIGN SURVEY					50				\$6,750.00	50
150.1.4&5	(INCLUDED IN 150.1.3)										
150.1.6	PROVIDE FLOW LINES OF CULVERTS AND DETAILS					10				\$1,350.00	10
150.1.7	(INCLUDED IN 150.1.3)									\$0.00	0
150.1.8	(INCLUDED IN 150.1.3)									\$0.00	0
150.1.9	PREPARE DGN TOPO FILE	2		4	20					\$2,440.00	26
150.1.10	OBTAIN RIGHT OF ENTRY FOR DESIGN SURVEY (N/A)									\$0.00	0
150.1.11	(INCLUDED IN 150.1.3)									\$0.00	0
150.1.12	(INCLUDED IN 150.1.3)									\$0.00	0
150.1.13	DOWNLOAD, PROCESS AND PREPARE FINAL DIGITAL FILES			20						\$1,900.00	20
	HOURS SUB-TOTALS	2	8	42	20	80	0	0	0	\$17,826.00	152
	TOTAL LABOR COSTS	\$380.00	\$976.00	\$3,990.00	\$1,680.00	\$10,800.00	\$0.00	\$0.00	\$0.00		\$17,826.00
	% DISTRIBUTION OF STAFFING	1.32%	5.26%	27.63%	13.16%	52.63%	0.00%	0.00%	0.00%		
	SUBTOTAL (FC 150)										\$17,826.00
	TOTALS BY FUNCTION CODE									TOTAL MH BY FC	TOTAL COSTS BY FC
	FIELD SURVEYING AND PHOTOGRAMMETRY (FC 150)									152	\$17,826.00
	SUBTOTAL LABOR EXPENSES									152	\$17,826.00
	OTHER DIRECT EXPENSES	QUANTITY	UNIT	COST/UNIT							
	FC 150										
150.1	Mileage (Assume 11 trips to project site at 320 miles avg each trip)	960	MILE	\$0.560							\$537.60
150.1	Meals	4	DAY/PERSON	\$41.00							\$164.00
150.1	Lodging/Hotel	4	DAY/PERSON	\$83.00							\$332.00
150.1	Photocopies B/W (8 1/2" X 11")	50	EACH	\$0.10							\$5.00
150.1	Photocopies B/W (11" X 17")	50	EACH	\$0.20							\$10.00
	SUBTOTAL OTHER DIRECT EXPENSES										\$1,048.60

SUMMARY	
TOTAL COSTS FOR PROVIDER HWL (SURVEYING TASK ONLY)	\$17,826.00
NON-SALARY (OTHER DIRECT EXPENSES & UNIT COSTS) FOR PROVIDER HWL (SURVEYING TASK ONLY)	\$1,048.60
GRAND TOTAL	\$18,874.60

US 75 Entrance/Exit Ramps just south of FM 1417



1 inch = 800 feet





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

F.5.

Meeting Date: 11/20/2017

Prepared By: Clint Philpott, Director of Engineering

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6305

Awarding a Bid to and Authorizing Execution of a Contract with Vessels Construction based on an Invitation to Bid for Construction of the Northgate Drive Extension

Issue:

To consider awarding a bid to and authorizing execution of a contract with Vessels Construction of Sherman, Texas, based on an invitation to bid, for construction of the Northgate Drive Extension

Background:

This Sherman Economic Development Corporation (SEDCO) funded project will extend Northgate Drive to the north. This extension is part of the West Travis Street extension design. Eight (8) bidders responded to the request for bids. The low bid in the amount of \$993,584.93 was submitted by Vessels Construction of Sherman, Texas. A bid tabulation is attached.

Origination:

Engineering Department

Financial Consideration:

This project is funded by SEDCO.

Staff Recommendation:

It is recommended that the bid be awarded for construction of the Northgate Drive Extension to Vessels Construction of Sherman, Texas, in the amount of \$993,584.93. It is also recommended that the City Manager be authorized to execute the required contract documents.

Alternatives:

As may be directed by City Council

Attachments

Resolution No. 6305

Contract Agreement

Bid Tabulation

Aerial Location Map

RESOLUTION NO. 6305

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH VESSELS CONSTRUCTION BASED ON AN INVITATION TO BID FOR CONSTRUCTION OF THE NORTHGATE DRIVE EXTENSION; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That Vessels Construction of Sherman, Texas, is hereby awarded the bid and the City of Sherman hereby approves the contract with Vessels Construction in the amount of Nine Hundred Ninety-Three Thousand Five Hundred Eighty-Four Dollars and Ninety-Three Cents (\$993,584.93) for construction of the Northgate Drive Extension; and that the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a contract with Vessels Construction for construction of the aforementioned improvements, 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 passes is open to the public and that public notice of the time, place, and said purpose of said meeting was given as required by law.

PASSED AND APPROVED on this the _____ day of _____, 2017.

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**

CONTRACT AGREEMENT

STATE OF TEXAS

COUNTY OF GRAYSON

THIS AGREEMENT is made and entered into this _____, by and between the City of Sherman, of the County of Grayson and State of Texas, acting through its City Manager, thereunto duly authorized so to do, Party of the First Part, hereinafter termed the OWNER, and Vessels Construction, of the City of Sherman, County of Grayson, State of Texas, Party of the Second Part, hereinafter termed CONTRACTOR.

WITNESSETH: That for and in consideration of the payment and agreement hereinafter mentioned, to be made and performed by the OWNER, the said CONTRACTOR hereby agrees with the said OWNER to commence and complete construction of certain improvements as follows:

Northgate Drive Extension

and all extra work in connection therewith, under the terms as stated in the General and Specific Conditions of the AGREEMENT; and at his own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and other accessories and services necessary to complete the said construction, in accordance with the conditions and prices stated in the Proposal attached hereto and in accordance with the Advertisement for Bids, Instructions to Bidders, General Provisions, Special Provisions, Plans, and other drawings and printed or written explanatory matter thereof, and the Technical Specifications and Addenda thereto, as prepared by the OWNER, each of which has been identified by the endorsement of the CONTRACTOR and the OWNER thereon, together with the CONTRACTOR's written Proposal and the General Provisions, all of which are made a part hereof and collectively evidence and constitute the entire AGREEMENT.

Notice to Proceed

The CONTRACTOR hereby agrees to commence work within ten (10) calendar days after the date of written notice to do so shall have been given to him, to complete the work within ONE HUNDRED THIRTY (130) calendar days, after he commences work, subject to such extensions of time as are provided by the General Provisions.

The OWNER agrees to pay the CONTRACTOR Nine Hundred Ninety-Three Thousand, Five Hundred Eighty Four Dollars and Ninety-Three Cents (**\$993,584.93**) in current funds for the performance of the Contract in accordance with the Proposal submitted thereof, subject to additions and deductions, as provided in the General Provisions, and to make payments of account thereof as provided therein.

IN WITNESS WHEREOF, the parties of these presents have executed this AGREEMENT in the year and day first above written.

CITY OF SHERMAN, TEXAS (OWNER)

ATTEST:

By: _____ By: _____
Robby Hefton, City Manager Linda Ashby, City Clerk

By: _____ By: _____
(CONTRACTOR) ATTEST:

The following to be executed if the CONTRACTOR is a corporation:

I, _____ certify that I am the secretary of the corporation named as CONTRACTOR herein; that _____, who signed this Contract on behalf of the CONTRACTOR is the _____ (official title) of said corporation; that said Contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

Signed:

Corporate Seal

Date: 11/9/2017

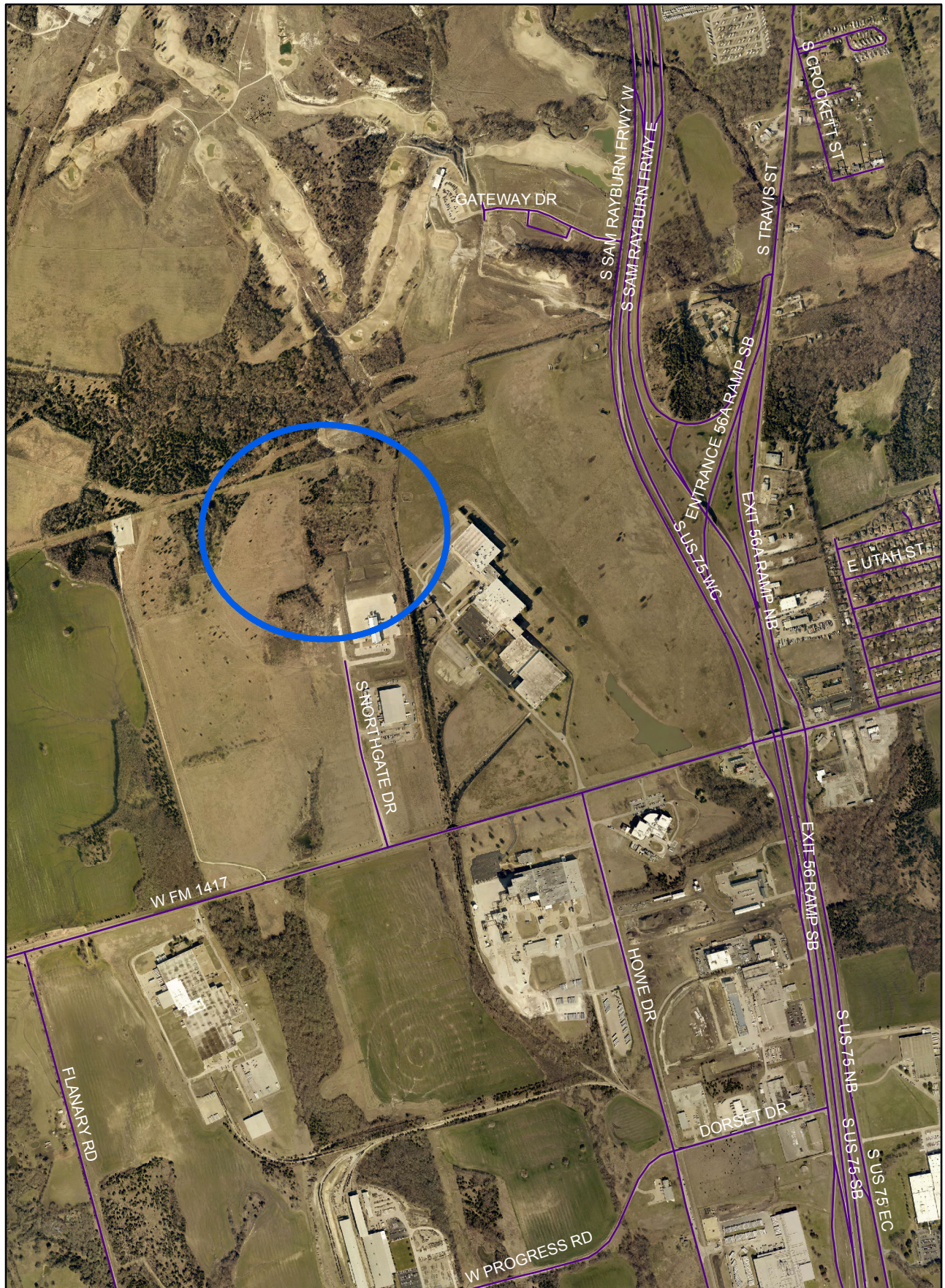
Additive Alternate			Vessels Construction		Brad Drake Construction		HWH 1887		O3 Concrete Contractors		Lynn Vessels Construction, LLC		
Item	Description	Estimated Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	
1	EARTHWORK (DETENTION POND, EST. 30,000 CY CUT)	1	LS	144,798.00	144,798.00	123,000.00	123,000.00	127,200.00	127,200.00	416,900.00	416,900.00	283,800.00	283,800.00
2	HYDROMULCH (ESTIMATED 115,000 SF DISTURBED AREA)	1	LS	14,020.00	14,020.00	10,350.00	10,350.00	6,900.00	6,900.00	16,600.00	16,600.00	15,400.00	15,400.00
Subtotal					158,818.00		133,350.00		134,100.00		433,500.00		299,200.00

Mitchell Enterprises, Ltd.		Quality Excavation, LTD		FNH Construction, LLC	
Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price

84,473.84	84,473.84	68,070.00	68,070.00	200,000.00	200,000.00
26,292.47	26,292.47	20,000.00	20,000.00	35,000.00	35,000.00
11,422.40	11,422.40	20,000.00	20,000.00	25,000.00	25,000.00
7.50	57,750.00	10.50	80,850.00	10.00	77,000.00
14.19	41,151.00	8.45	24,505.00	10.00	29,000.00
63.65	410,542.50	51.35	331,207.50	52.00	335,400.00
5.65	17,684.50	2.60	8,138.00	7.00	21,910.00
6.66	49,950.00	9.95	74,625.00	3.50	26,250.00
208.69	28,173.15	179.80	24,273.00	171.00	23,085.00
22.99	16,368.88	49.00	34,888.00	45.00	32,040.00
40.73	1,507.01	12.40	458.80	20.00	740.00
51.92	29,334.80	28.00	15,820.00	25.00	14,125.00
25.36	10,144.00	16.00	6,400.00	30.00	12,000.00
17.68	9,423.44	9.50	5,063.50	20.00	10,660.00
0.09	4,590.00	0.10	5,100.00	1.00	51,000.00
969.34	85,301.92	558.80	49,174.40	750.00	66,000.00
224.79	94,187.01	194.20	81,369.80	125.00	52,375.00
158.38	21,856.44	166.00	22,908.00	105.00	14,490.00
157.37	21,874.43	147.40	20,488.60	95.00	13,205.00
133.61	115,706.26	295.30	255,729.80	90.00	77,940.00
110.93	32,169.70	58.80	17,052.00	85.00	24,650.00
3,582.74	14,330.96	4,850.00	19,400.00	4,500.00	18,000.00
2.60	5,044.00	1.25	2,425.00	3.50	6,790.00
4,672.80	4,672.80	3,630.00	3,630.00	5,000.00	5,000.00
74,842.36	74,842.36	35,735.00	35,735.00	45,000.00	45,000.00
74,843.20	74,843.20	97,600.00	97,600.00	165,000.00	165,000.00
830.72	1,661.44	1,775.00	3,550.00	2,500.00	5,000.00
501.55	501.55	4,000.00	4,000.00	5,000.00	5,000.00
0.00	0.00	0.00	0.00	0.00	0.00
41.87	64,186.71	66.70	102,251.10	48.00	73,584.00
54.93	7,140.90	73.75	9,587.50	48.00	6,240.00
53.70	1,611.00	69.50	2,085.00	42.00	1,260.00
51.66	3,357.90	58.90	3,828.50	42.00	2,730.00
2,921.80	17,530.80	2,650.00	15,900.00	9,500.00	57,000.00
1,309.55	2,619.10	1,800.00	3,600.00	8,500.00	17,000.00
1,265.55	3,796.65	1,480.00	4,440.00	4,000.00	12,000.00
1,076.69	1,076.69	1,365.00	1,365.00	3,000.00	3,000.00
4,125.04	12,375.12	3,590.00	10,770.00	4,500.00	13,500.00
1,914.55	1,914.55	1,585.00	1,585.00	2,500.00	2,500.00
5,168.64	15,505.92	10,200.00	30,600.00	8,500.00	25,500.00
512.71	2,563.55	300.00	1,500.00	1,000.00	5,000.00
2,336.40	2,336.40	1,690.00	1,690.00	2,500.00	2,500.00
4,543.00	4,543.00	6,840.00	6,840.00	12,500.00	12,500.00
214.17	1,713.36	321.00	2,568.00	650.00	5,200.00
519.20	5,192.00	779.00	7,790.00	700.00	7,000.00
68.92	20,676.00	215.00	64,500.00	75.00	22,500.00
1,301.63	1,301.63	1,365.00	1,365.00	750.00	750.00
2.99	897.00	1.60	480.00	3.50	1,050.00
661.98	661.98	3,117.00	3,117.00	2,500.00	2,500.00
1,298.00	1,298.00	3,000.00	3,000.00	5,000.00	5,000.00
11,609.96	11,609.96	9,670.00	9,670.00	35,000.00	35,000.00
	0.00		0.00		0.00
	0.00		0.00		0.00
	1,529,708.28		1,620,993.50		1,704,974.00

Mitchell Enterprises, Ltd.		Quality Excavation, LTD		FNH Construction, LLC	
Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price

257,720.50	257,720.50	331,364.00	331,364.00	450,000.00	450,000.00
9,553.28	9,553.28	10,623.00	10,623.00	125,000.00	125,000.00
	267,273.78		341,987.00		575,000.00





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

F.6.

Meeting Date: 11/20/2017

Prepared By: Clint Philpott, Director of Engineering

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6306

Awarding a Bid to and Authorizing Execution of a Contract with Austin Raymond Construction based on an Invitation to Bid for Construction of the Sherman Streetscapes Phase II Project Re-Bid

Issue:

To consider awarding a bid to and authorizing execution of the contract with Austin Raymond Construction of Royce City, Texas, based on an invitation to bid, for construction of the Sherman Streetscapes Phase II Project Re-Bid

Background:

At a regularly scheduled meeting on July 18, 2016, the City Council authorized the execution of an Advanced Funding Agreement between the City of Sherman and the State of Texas, acting by and through the Texas Department of Transportation (TxDOT), for a Transportation Alternatives Program Project (Sherman Streetscapes Phase II). This project was selected by TxDOT for the Transportation Alternatives Program which provides partial funding for the project. The total project construction is estimated at \$515,928.00; and our share is estimated to be \$40,783.00. The re-bid for construction was advertised, pursuant to the City Council's approval at the October 2, 2017 meeting; and two (2) bids were received and opened on November 15, 2017. Of these submitted bids, one was rejected as unqualified. The remaining bid in the amount of \$406,804.00 was submitted by Austin Raymond Construction. A bid tabulation is attached.

Origination:

Engineering Department

Financial Consideration:

Funding for the construction is available in the Capital Improvement Program.

Staff Recommendation:

It is recommended that the bid be awarded for construction of the Sherman Streetscapes Phase II Project Re-Bid to Austin Raymond Construction of Royce City, Texas, in the amount of \$406,804.00. It is also recommended that the City Manager be authorized to execute the required contract documents.

Alternatives:

As may be directed by City Council

Attachments

Resolution No. 6306

Contract Agreement

Bid Tab

Location Map

RESOLUTION NO. 6306

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH AUSTIN RAYMOND CONSTRUCTION BASED ON AN INVITATION TO BID FOR CONSTRUCTION OF THE SHERMAN STREETSCAPES PHASE II PROJECT RE-BID; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That Austin Raymond Construction of Royce City, Texas, is hereby awarded the bid and the City of Sherman hereby approves the contract with Austin Raymond Construction in the amount of Four Hundred Six Thousand Eight Hundred Four Dollars and No Cents (\$406,804.00) for the demolition of existing sidewalks, landscaping, drainage improvements, traffic control and all necessary work for the Sherman Streetscapes Phase II Project Re-Bid; and that the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a contract with Austin Raymond Construction for construction of the aforementioned improvements, 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 passes is open to the public and that public notice of the time, place, and said purpose of said meeting was given as required by law.

PASSED AND APPROVED on this the _____ day of _____, 2017.

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**

CONTRACT AGREEMENT

STATE OF TEXAS

COUNTY OF

GRAYSON

THIS AGREEMENT is made and entered into this _____ day of _____, 2017 by and between the City of Sherman, of the County of Grayson and State of Texas, acting through its City Manager, thereunto duly authorized so to do, Party of the First Part, hereinafter termed the OWNER, and Austin Raymond Construction, of Royce City, County of Rockwall, State of Texas, Party of the Second Part, hereinafter termed CONTRACTOR.

WITNESSETH: That for and in consideration of the payment and agreement hereinafter mentioned, to be made and performed by the OWNER, the said CONTRACTOR hereby agrees with the said OWNER to commence and complete construction of certain improvements as follows:

Sherman Streetscapes Phase II Re-Bid

and all extra work in connection therewith, under the terms as stated in the General and Specific Conditions of the AGREEMENT; and at his own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and other accessories and services necessary to complete the said construction, in accordance with the conditions and prices stated in the Proposal attached hereto and in accordance with the Advertisement for Bids, Instructions to Bidders, General Provisions, Special Provisions, Plans, and other drawings and printed or written explanatory matter thereof, and the Technical Specifications and Addenda thereto, as prepared by the OWNER, each of which has been identified by the endorsement of the CONTRACTOR and the OWNER thereon, together with the CONTRACTOR's written Proposal and the General Provisions, all of which are made a part hereof and collectively evidence and constitute the entire AGREEMENT.

Notice to Proceed

The CONTRACTOR hereby agrees to commence work within seven (7) calendar days after the date of written notice to do so shall have been given to him, to complete the work within one hundred twenty (120) calendar days in a work week (see TxDOT Section 8L), after he commences work, subject to such extensions of time as are provided by the General Provisions.

The OWNER agrees to pay the CONTRACTOR Four Hundred Six Thousand, Eight Hundred Four Dollars and Zero Cents **(\$406,804.00)** in current funds for the performance of the Contract in accordance with the Proposal submitted thereof, subject to additions and deductions, as provided in the General Provisions, and to make payments of account thereof as provided therein.

IN WITNESS WHEREOF, the parties of these presents have executed this AGREEMENT in the year and day first above written.

CITY OF SHERMAN, TEXAS (OWNER)

ATTEST:

By: _____ By: _____
Robby Hefton, City Manager Linda Ashby, City Clerk

By: _____ By: _____
(CONTRACTOR) ATTEST:

The following to be executed if the CONTRACTOR is a corporation:

I, _____ certify that I am the secretary of the corporation named as CONTRACTOR herein; that _____, who signed this Contract on behalf of the CONTRACTOR is the _____ (official title) of said corporation; that said Contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

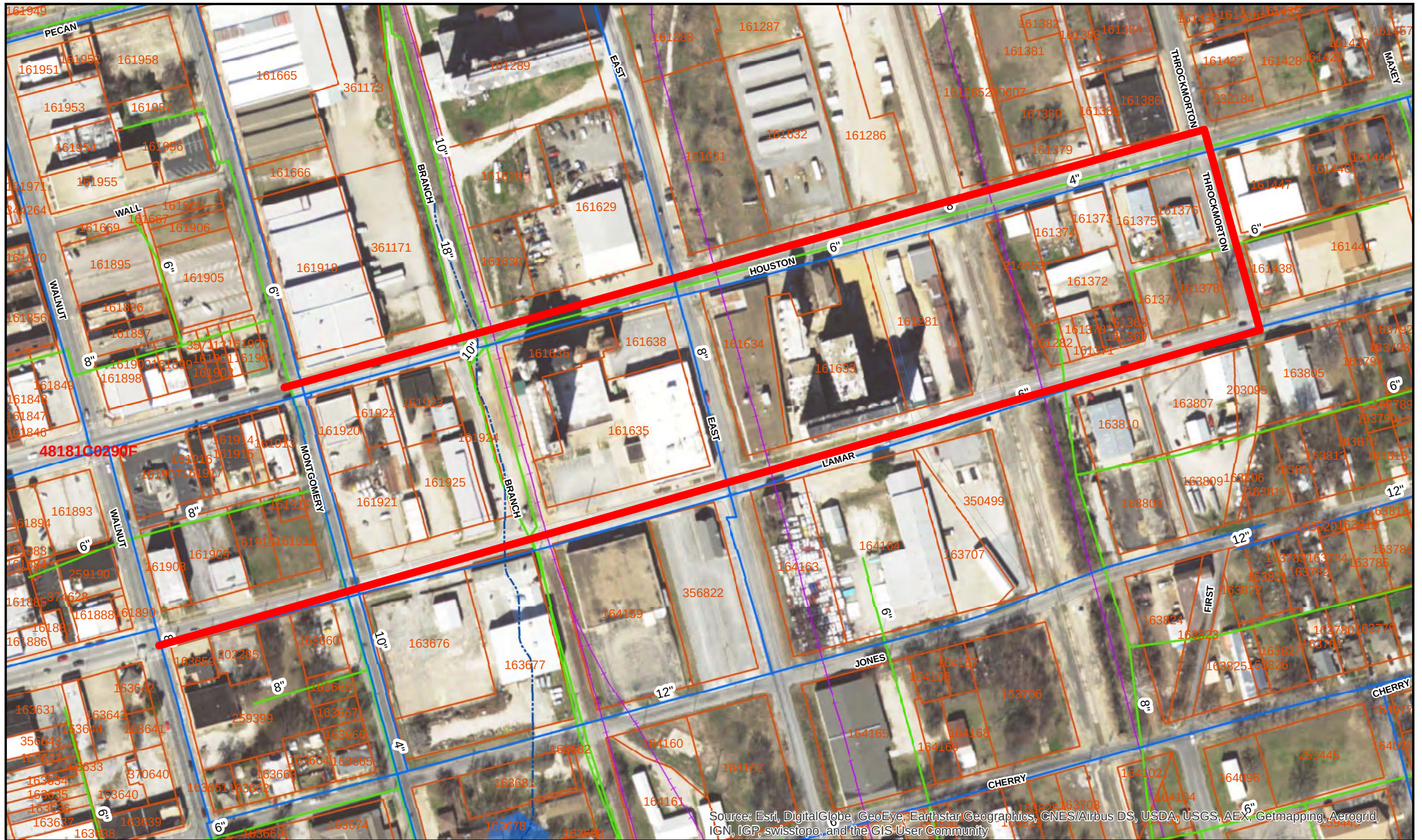
Signed:

Corporate Seal

Bid Tabulation**Project:** Sherman Streetscapes Phase II Re-Bid**Owner:** City of Sherman**Number:** 2018-04**Public Works Project # 2980****Date:** 11/15/2017

				Austin Raymond		Mitchell	
				Construction		Enterprises	
Item	Description	Estimated Quantity		Unit Price	Total Price	Unit Price	Total Price
Base Bid							
0500-6001	MOBILIZATION	1	LS	30,000.00	30,000.00	27,200.00	27,200.00
0502-6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	17	MO	1,500.00	25,500.00	382.25	6,498.25
104-6013	REMOVE CONC (FOUNDATIONS)	1	SY	2,500.00	2,500.00	7,837.50	7,837.50
104-6017	REMOVING CONC (DRIVEWAYS)	581	SY	40.00	23,240.00	32.36	18,801.16
104-6022	REMOVING CONC (CURB AND GUTTER)	130	LF	25.00	3,250.00	10.78	1,401.40
104-6024	REMOVING CONC (RETAINING WALLS)	7	SY	150.00	1,050.00	269.19	1,864.33
104-6036	REMOVING CONC (SIDEWALK OR RAMP)	377	SY	35.00	13,195.00	44.93	16,938.61
104-6040	REMOVE CONC (PAVERS)	100	SY	17.00	1,700.00	22.65	2,265.00
104-6044	REMOVING CONC (FLUME)	7	SY	97.00	679.00	131.06	917.42
105-6011	REMOVING STAB BASE & ASPH PAV (2"-6")	67	SY	40.00	2,680.00	55.33	3,707.11
496-6002	REMOV STR (INLET)	1	EA	2,400.00	2,400.00	1,004.58	1,004.58
496-6002	REMOVE STR (INLET)(METAL GRATE)	1	EA	2,400.00	2,400.00	313.50	313.50
496-6014	REMOV STR (RAILROAD CROSSING)	2	EA	3,800.00	7,600.00	13,755.50	27,511.00
496-6097	REMOV STR (RR TRACK)	48	LF	100.00	4,800.00	28.45	1,365.60
628-6002	REMOVE ELECTRICAL SERVICES (WALL LIGHTS)	2	EA	1,850.00	3,700.00	150.70	301.40
644-6068	RELOCATE SM RD SN SUP & AM TY 10BWG	2	EA	850.00	1,700.00	420.75	841.50
677-6007	ELIM EXT PAV MRK & MRKS (24")	16	LF	7.00	112.00	15.19	243.04
GRA-00001	CLEARING LANDSCAPE PLANTING	73	SF	16.00	1,168.00	3.14	229.22
351-6013	FLEXIBLE PAVEMENT STRUCTURE REPAIR (4")	34	SY	56.00	1,904.00	125.44	4,264.96
351-6025	FLEXIBLE PAVEMENT STRUCTURE REPAIR (8"-15")	105	SY	102.00	10,710.00	187.84	19,723.20
360-6047	CONC PVMT (CONT REINF - CRCP) (6")	500	SY	95.00	47,500.00	128.09	64,045.00
464-6003	PIPE (CLIII) (18 IN)	10	LF	150.00	1,500.00	268.84	2,688.40
465-6029	INLET (COMPL) (PCU) (3FT) (NONE)	1	EA	4,000.00	4,000.00	4,053.50	4,053.50
465-6233	INLET (COMP) (SIDEWALK BRIDGE)	2	EA	4,500.00	9,000.00	1,691.25	3,382.50
529-6007	CONC CURB & GUTTER (TY I)	544	LF	40.00	21,760.00	28.14	15,308.16
531-6002	CONC SIDEWALKS (5")	1,541	SY	70.00	107,870.00	69.45	107,022.45
531-6004	CURB RAMPS (TY 1)	8	EA	2,000.00	16,000.00	1,636.25	13,090.00
666-6048	REFL PAV MRK TY I (W) 24" (SLD) (100MIL)	197	LF	12.00	2,364.00	9.77	1,924.69
666-2024	REFL PAV MRK TY I (W) 6" (SLD) (100MIL)	188	LF	6.00	1,128.00	8.78	1,650.64
666-6225	PAVEMENT SEALER 6"	188	LF	3.00	564.00	5.12	962.56
666-6230	PAVEMENT SEALER 24"	197	LF	5.00	985.00	6.98	1,375.06
678-6002	PAV SURF PREP FOR MRK (6")	188	LF	3.00	564.00	7.46	274.48
678-6008	PAV SURF PREP FOR MRK (24")	197	LF	5.00	985.00	2.79	549.63
5003-6001	RETROFIT DET WARN SURF (SURF APPLIED)	162	SF	35.00	5,670.00	5.50	891.00
5005-6013	CONCRETE VEHICULAR GRADE CROSSING	32	LF	57.00	1,824.00	145.80	4,665.60
GRA-00003	WALL MOUNT LIGHT	1	EA	1,500.00	1,500.00	278.30	278.30
GRA-00007	6" PVC PIPE	54	LF	20.00	1,080.00	17.67	954.18
GRA-00008	PRE-FAB CATCH BASIN	1	EA	2,650.00	2,650.00	2,047.38	2,047.38
0192-6013	MULCH	58	SY	17.00	986.00	20.63	1,196.54
0192-6016	PLANT BED PREPARATION	58	SY	17.00	986.00	41.25	2,392.50
0192-6024	PLANT MATERIAL (30 GAL) (TREE)	14	EA	1,000.00	14,000.00	825.00	11,550.00
0192-6046	PLANT MATERIAL (MIN 3" CAL) (B&B)	4	EA	850.00	3,400.00	2,406.25	9,625.00
1005-6001	LOOSE AGGREGATE FOR GROUND COVER (TYI)	12	CY	350.00	4,200.00	124.74	1,496.88
0168-2001	VEGETATIVE WATERING	2.00	MG	3,500.00	7,000.00	200.00	400.00
0193-6001	PLANT MAINTENANCE	12.00	MO	750.00	9,000.00	300.00	3,600.00
					0.00		0.00
Subtotal					406,804.00		398,673.23

Additive Alternate				Austin Raymond Construction		Mitchell Enterprises	
Item	Description	Estimated Quantity		Unit Price	Total Price	Unit Price	Total Price
0500-6001	MOBILIZATION	1	LS	15,000.00	15,000.00	8,332.50	8,332.50
0502-6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	10	MO	1,500.00	15,000.00	360.00	3,600.00
104-6017	REMOVING CONC (DRIVEWAYS)	163	SY	30.00	4,890.00	32.01	5,217.63
104-6022	REMOVING CONC (CURB AND GUTTER)	60	LF	20.00	1,200.00	10.78	646.80
104-6036	REMOVING CONC (SIDEWALK OR RAMP)	627	SY	26.00	16,302.00	53.16	33,331.32
104-6040	REMOVE CONC (PAVERS)	48	SY	17.00	816.00	42.93	2,060.64
105-6011	REMOVING STAB BASE & ASPH PAV (2"-6")	158	SY	30.00	4,740.00	52.23	8,252.34
479-6001	ADJUSTING MANHOLES	1	EA	500.00	500.00	849.75	849.75
496-6002	REMOV STR (INLET)	2	EA	1,750.00	3,500.00	962.50	1,925.00
496-6097	REMOV STR (RR TRACK)	12	LF	100.00	1,200.00	55.00	660.00
506-6040	BIODEG EROSN CONT LOGS (INSTALL) (8")	80	LF	6.00	480.00	24.15	1,932.00
506-6043	BIODEG EROSN CONT LOGS (REMOVE) (8")	80	LF	3.00	240.00	1.76	140.80
644-6068	RELOCATE SM RD SN SUP & AM TY 10BWG	1	EA	725.00	725.00	313.50	313.50
677-6002	ELIM EXT PAV MRK & MRKS (6")	33	LF	6.00	198.00	4.13	136.29
677-6007	ELIM EXT PAV MRK & MRKS (24")	33	LF	6.00	198.00	11.00	363.00
752-6023	TREE TRIMMING	1	EA	1,150.00	1,150.00	627.00	627.00
GRA-00002	REMOVE GAS STUB & BOLLARDS	1	EA	2,800.00	2,800.00	2,000.00	2,000.00
360-6047	CONC PVMT (CONT REINF - CRCP) (6")	250	SY	100.00	25,000.00	170.00	42,500.00
450-6047	RAIL (HANDRAIL)(TY A)	84	LF	110.00	9,240.00	99.00	8,316.00
464-6003	PIPE (CLIII) (18 IN)	10	LF	160.00	1,600.00	253.00	2,530.00
465-6029	INLET (COMPL) (PCU) (3FT) (NONE)	1	EA	4,400.00	4,400.00	3,826.50	3,826.50
466-6181	WINGWALL (PW-1) (HW=6FT)	2	EA	16,750.00	33,500.00	16,000.00	32,000.00
529-6007	CONC CURB & GUTTER (TY I)	236	LF	40.00	9,440.00	29.00	6,844.00
531-6002	CONC SIDEWALKS (5")	1569	SY	70.00	109,830.00	71.00	111,399.00
531-6004	CURB RAMPS (TY 1)	9	EA	2,000.00	18,000.00	1,667.00	15,003.00
666-6048	REFL PAV MRK TY I (W) 24" (SLD) (100MIL)	195	LF	12.00	2,340.00	9.00	1,755.00
666-6230	PAVEMENT SEALER 24"	195	LF	5.00	975.00	6.50	1,267.50
678-6008	PAV SURF PREP FOR MRK (24")	195	LF	3.00	585.00	2.60	507.00
5003-6001	RETROFIT DET WARN SURF (SURF APPLIED)	32	SF	350.00	11,200.00	5.00	160.00
5005-6013	CONCRETE VEHICULAR GRADE CROSSING	32	LF	450.00	14,400.00	651.00	20,992.00
GRA-00004	VAULT DOOR	1	EA	3,000.00	3,000.00	3,000.00	3,000.00
GRA-00005	PRE-FORMED BOX WITH COVER	1	EA	2,800.00	2,800.00	796.40	796.40
GRA-00006	DEEPEN EDGE	181	LF	20.00	3,620.00	32.89	5,953.09
0192-6013	MULCH	82	SY	16.00	1,312.00	7.00	574.00
0192-6016	PLANT BED PREPARATION	82	SY	14.00	1,148.00	9.00	738.00
0192-6024	PLANT MATERIAL (30 GAL) (TREE)	19	EA	1,000.00	19,000.00	699.00	13,281.00
0192-6046	PLANT MATERIAL (MIN 3" CAL) (B&B)	10	EA	725.00	7,250.00	620.00	6,200.00
0193-6001	PLANT MAINTENANCE	12	MO	892.00	10,704.00	240.00	2,880.00
1005-6001	LOOSE AGGREGATE FOR GROUND COVER (TYI)	9	CY	400.00	3,600.00	126.00	1,134.00
0168-2001	VEGETATIVE WATERING	3	MG	3,000.00	9,000.00	150.00	450.00
Subtotal				370,883.00		351,695.06	



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

F.7.

Meeting Date: 11/20/2017

Prepared By: Mary Lawrence, Director of Finance

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 6307**

Authorizing the Execution of an Amendment to the Site Lease Agreement with Dallas MTA, L.P. d/b/a Verizon Wireless for Real Property at 317 South Travis Street consisting of approximately 2,250 square feet and containing a Communications Tower and related facility

Issue:

Approving an amendment to the Site Lease Agreement with Dallas MTA, L.P. d/b/a Verizon Wireless for real property at 317 South Travis Street, consisting of approximately 2,250 square feet and containing a communications tower and related facility

Background:

On April 15, 1994, the City entered into a Site Lease Agreement for approximately 2,250 square feet on the parking lot of the Sherman Police Department. In return, the City is allowed to use the tower for its own communications equipment. The original lease term was for 30 years and expires on March 27, 2025. The tenant, Dallas MTA, L.P. d/b/a Verizon Wireless, desires to extend the lease now so the lease can be marketed to other communications users for extended terms. This amendment include a one-time payment to the City for \$10,000.00 with an option for the Tenant to extend the Lease for each of four (4) additional five (5) year terms.

Origination:

Finance Department

Financial Consideration:

The City will receive a one-time payment of \$10,000.00.

Staff Recommendation:

Staff recommends approval of the Amendment to the Site Lease Agreement.

Alternatives:

Those as may be directed by the City Council.

Attachments

Resolution No. 6307

Site Lease Agreement

Amendment to Site Lease Agreement

Aerial Location Map

RESOLUTION NO. 6307

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE EXECUTION OF AN AMENDMENT TO THE SITE LEASE AGREEMENT WITH DALLAS MTA, L.P. D/B/A VERIZON WIRELESS FOR REAL PROPERTY AT 317 SOUTH TRAVIS STREET CONSISTING OF APPROXIMATELY 2,250 SQUARE FEET AND CONTAINING A COMMUNICATIONS TOWER AND RELATED FACILITY; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute an Amendment to the Site Lease Agreement with Dallas MTA, L.P. d/b/a Verizon Wireless for real property at 317 South Travis Street, consisting of approximately 2,250 square feet and containing a communications tower and related facility, in accordance with the terms and provisions of the 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 passes is open to the public and that public notice of the time, place, and said purpose of said meeting was given as required by law.

PASSED AND APPROVED on this the _____ day of _____, 2017.

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**

Site: TEXAS
City: SHERMAN
Cell I.D.: 151 (Sherman)

SITE LEASE AGREEMENT

THIS SITE LEASE AGREEMENT (this "*Lease*") is entered into this 15th day of April, 1994 ("*Execution Date*"), between the CITY OF SHERMAN, a municipal corporation of the State of Texas ("*City*"), and SHERMAN-DENISON CELLULAR TELEPHONE COMPANY, INC., a Delaware Corporation ("*Company*").

1. **Premises.** Subject to the following terms and conditions, City leases to Company a portion of the real property (the "*Property*") described in the attached Exhibit A. Company's use of the Property shall be limited to that portion of the Property, together with easements for access and utilities, described and depicted in attached Exhibit B (collectively referred to hereinafter as the "*Premises*").

The Premises, located at 317 South Travis Street (street address), in the City of Sherman, the County of Grayson, the State of Texas, comprise approximately 2,250 square-feet.

2. **Term.** The initial term of this Lease shall be thirty (30) years, commencing upon the earlier of written notification by Company to City of Company's receipt of all Governmental Approvals, or six (6) months from Execution Date of this Lease (the "*Commencement Date*"), and terminating at Midnight on the last day of the month in which the thirtieth (30th) anniversary of the Commencement Date shall have occurred.

3. **Permitted Use.** The Premises may be used by Company only for permitted uses, which are the transmission and reception of cellular telephone and radio communication signals and for the construction of one (1) communications tower up to 200 feet in height but not less than 185 feet, and one (1) approximately 12-foot by 34-foot building, as well as the construction, maintenance, repair or replacement of related facilities, antennas and equipment. Company shall obtain (prior to or after the Commencement Date), at Company's expense, all licenses and permits or authorizations required for Company's use of the Premises from all applicable government and/or regulatory entities (the "*Governmental Approvals*") and may (prior to or after the Commencement Date) obtain a title report, perform surveys, soils tests, and other engineering procedures or environmental investigations on, under and over the Property, necessary to determine that Company's use of the Premises will be compatible with Company's engineering specifications, system, design, operations and Governmental Approvals. City agrees to reasonably cooperate with Company (at no cost to City), where required, to perform such procedures or obtain Governmental Approvals. City agrees that Company shall have the right to immediately terminate this Lease without any penalty or liability if Company shall not have obtained all Governmental Approvals on or before the date specified in paragraph 2 above, or if Company notifies City of unacceptable results of any title report or of the survey or soils tests. City also agrees that if, based on the result of any environmental investigation or inquiry, Company determines that the condition of the Property is unsatisfactory or if Company believes that leasing or continued leasing of the Premises would expose Company to undue risks of government action or

intervention or third-party liability, Company may, without any penalty or liability, immediately terminate this Lease.

4. **Consideration.** In lieu of rent and as consideration for this Lease, City shall be granted access and use of the tower for police, fire and public works radio communications equipment throughout the term of this Lease. An approximately 6-foot by 12-foot portion of Company's electronic equipment shelter shall also be provided for the use of City to house City's transmitting and receiving equipment.

5. **Holding Over.** Should Company, with City's consent, remain in possession of the Premises or any portion thereof after the date upon which the Premises are to be surrendered, Company will become a tenant on a month-to-month basis upon all the terms, covenants, and conditions of this Lease except those pertaining to Lease term and rent. During any such month-to-month tenancy, Company shall pay monthly rent in an amount to be agreed upon prior to expiration of this Lease. Company will continue occupancy from month-to-month until terminated by City or Company by the giving of thirty (30) days' written notice to the other. Nothing in this section is to be construed as a consent by City to the occupancy or possession of the Premises by Company after the expiration of the Lease term.

6. **Interference.** Company shall not use the Premises in any way that interferes with the use of the Property by City, or tenants or licensees of City, with rights to the Property prior in time to Company's (subject to Company's rights under this Lease, including non-interference). Similarly, City shall not use, nor shall City permit its tenants, licensees, employees, invitees or agents to use, any portion of City's properties in any way that interferes with the operations of Company. Such interference shall be deemed a material breach by the interfering party, who shall, upon notice from the other, be responsible for terminating said interference. In the event any such interference does not cease promptly, the parties acknowledge that continuing interference may cause irreparable injury and, therefore, the injured party shall have the right, in addition to any other rights that it may have at law or in equity, to bring action to enjoin such interference or to terminate this Lease immediately upon notice.

In addition to the preceding, both City and Company acknowledge that the other intends to operate radio equipment that is necessary for the safety, security, and benefit of the public. Each party agrees to make every effort to avoid radio interference and interruption, collectively "interference" as defined and enforced by the Federal Communications Commission, to the other party's radio systems. Police, fire, cellular, and public works frequencies are hereby designated "Primary Uses" of the Premises. In the event there is such interference by either party, the interfering party promptly shall take all steps necessary to correct and eliminate the interference within a reasonable time. For interference caused by any use other than Primary Uses, the interfering party shall take immediate steps to correct the problem and, if unable to terminate the interference within a reasonable time, shall cease operations until satisfactory solutions can be instituted.

7. **Improvements; Utilities; Access.**

a. Company shall have the right, at its expense, to erect and maintain on the Premises an antenna tower and base, and any number of radio transmitting and receiving antennas, and an electronic equipment shelter (collectively the "Antenna Facilities") which shall not exceed

the measurements 12 feet by 34 feet. City's prior consent to the plans and specifications for such buildings and other improvements shall be required but shall not be unreasonably withheld or delayed, and shall be deemed given as to those items shown on attached Exhibit C. Company shall have the right to replace or upgrade the Antenna Facilities at any time during the term of this Lease. Company shall cause all construction to occur lien-free and in compliance with all applicable laws and ordinances. During the term of this Lease, the Antenna Facilities shall remain the exclusive property of Company. Upon termination of the Lease by Company, except termination for default or interference, or upon expiration of the Lease term, City shall have the option to acquire at no cost from Company all ownership rights in and to the tower, tower base, and equipment shelter upon providing Company with notice thereof, provided that City shall assume full responsibilities and liabilities associated with the ownership thereof, including, without limitation, the cost of maintenance and repair to the tower, the cost of insuring the tower structure, and the cost of maintaining the tower in compliance with all applicable federal, state, and local laws and regulations. Company shall deliver title to the tower, tower base, and equipment shelter to City free of all liens and encumbrances. In the event City elects to not exercise this option, Company shall remove the tower, tower base and equipment shelter from the Premises at its sole cost and expense. In either case, Company shall, within a reasonable period, remove its personal property and fixtures.

b. City shall supply to Company a list of all equipment and specifications it reasonably expects to place on the tower. Company shall add to the list all equipment it reasonably expects to place on the tower and shall supply a tower capable of supporting the equipment listed by City and Company. The tower shall be designed to specifications equal to or in excess of the Electronics Industry Association, Revision E, minimum specifications for the area. Such design specifications shall become the baseline for judging the structural integrity of the tower. Company can lower or raise the baseline by notice to City provided there is sufficient evidence for the change. Should either party decide to install equipment beyond what it has listed or beyond the baseline, such party shall retain either the original tower manufacturer or a licensed and bonded professional engineer to conduct a structural study of the tower to determine whether any strengthening, modifications, or special installation requirements are necessary to support the additional equipment. The study will be at such party's sole expense and such party shall deliver a copy of the study upon completion to the other party. Any modifications called for in the study must be approved by the other party, such approval not to be unreasonably withheld.

c. Company shall have priority positioning for its antennas at the top of the tower at all times. It shall be able to locate antennas anywhere else on the tower, space permitting. City shall have access to any and all portions of the tower it deems appropriate including the top if such placement shall not interfere with Company's use.

d. Company, at its expense, may use any and all appropriate means of restricting access to the Antenna Facilities, including the construction of a fence.

e. Company shall, at Company's expense, keep and maintain the Premises and all buildings and improvements now or hereafter located thereon in commercially reasonable condition and repair during the term of this Lease, excepting that space used by City.

Company shall maintain the tower in compliance with all applicable federal, state, and local laws and regulations. City shall, at City's expense, keep and maintain its space and equipment within its space and located on the tower in commercially reasonable condition and repair during the term of this Lease. Upon termination of this Lease, the Premises shall be transferred to City in good, usable condition.

f. Company shall pay any additional utility charges due to Company's use. Company shall have the right to install utilities, at Company's expense, and to improve the present utilities on the Premises (including, but not limited to, the installation of emergency power generators). City hereby grants an easement to permanently place any utilities on, or to bring utilities across, the Property in order to service the Premises and the Antenna Facilities. City shall pay any utility charges due to City's use.

g. As partial consideration for use of Company's tower and equipment shelter under this Lease, City hereby grants Company an easement ("Easement") for ingress, egress, and access (including access as described in paragraph 1) to the Premises adequate to service the Premises and the Antenna Facilities at all times during the term of this Lease. Upon notice, City shall have the right, at City's sole expense, to relocate the Easement to Company, provided such new location shall not materially interfere with Company's operations. Any Easement provided hereunder shall have the same term as this Lease.

h. Company shall have 24-hours-a-day, 7-days-a-week access to the Premises at all times during the term of this Lease.

8. **Default.** If either party fails to observe or perform its obligations under this Lease and does not cure such failure within thirty (30) days from its receipt of written notice of breach; or such longer period as may be required to diligently complete a cure commenced within the 30-day period, then that occurrence, condition or act shall be deemed a "Default" under this Lease.

9. **Termination.** Except as otherwise provided herein, this Lease may be terminated, without any penalty or further liability, as follows:

- a. upon ten (10) days written notice in the event of a Default (as defined above);
- b. upon ninety (90) days written notice by Company if Company is unable to obtain, maintain, or otherwise forfeits or cancels any license, permit or Governmental Approval necessary to the construction and/or operation of the Antenna Facilities or Company's business;
- c. upon ninety (90) days written notice by Company if the Premises are or become unacceptable under Company's design or engineering specifications for its Antenna Facilities or the communications system to which the Antenna Facilities belong;
- d. immediately upon written notice if the Premises or the Antenna Facilities are destroyed or damaged so as in Company's reasonable judgment to substantially and adversely affect the continued effective use of the Antenna Facilities. In such event, all rights and obligations of the parties shall cease as of the date of the damage or destruction;

e. at the time title of the Property transfers to a condemning authority, pursuant to a taking of all or a portion of the Property sufficient in Company's determination to render the Premises unsuitable for Company's use. Sale of all or part of the Premises to a purchaser with the power of eminent domain in the face of the exercise of the power shall be treated as a taking by condemnation. In the event of a taking by condemnation, Company will be entitled to seek reimbursement from the condemning authority of the entire value of the tower, equipment shelter, equipment, lost revenue, and any other asset that would be lost or would require replacement, normal depreciation excepted.

10. **Taxes.** Company shall pay any personal property taxes assessed on, or any portion of such taxes attributable to, the Antenna Facilities. City shall pay when due all real property taxes and all other fees and assessments attributable to the Premises.

11. **Insurance and Subrogation.** Company will provide Commercial General Liability Insurance in an aggregate amount of at least \$1,000,000.00 and name City as an additional insured on the policy or policies. Company may satisfy this requirement by obtaining appropriate endorsement to any master policy of liability insurance Company may maintain.

City shall, at its expense, maintain in force during the term of this Lease and any extensions thereof a combined single limit policy of bodily injury and property damage insurance, with a limit of not less than \$500,000.00 insuring City and Company against all liability arising out of City's use of the equipment building, use of the tower, access and utility easements, and City's surrounding real property, and shall name Company as additional insured on the policy or policies.

In the event that the equipment building or tower is damaged or destroyed by fire or other casualty covered by the form of Commercial General Liability Insurance maintained by Company, Company shall promptly commence appropriate repairs, restoration and/or reconstruction (to be diligently persecuted to completion entirely at Company's expense), and this Lease shall continue in full force and effect.

City expressly agrees that (if reasonably required) during any period of repair, restoration or reconstruction, or for the balance of the Lease term, Company may use and/or construct a temporary facility upon an alternative portion of City's Property which is equally suitable for Company's and City's purposes. The exact site to which Company may relocate will be determined by City, and it may be upon any portion of City's Property (or of any adjoining property owned or controlled by City), provided that Company reasonably approves the site as equally suitable for Company's intended uses. City will designate a temporary site to which Company may relocate within five (5) days of the date of occurrence of any casualty.

12. **Hold Harmless.** Company agrees to hold City harmless from all claims arising from Company's installation, use, maintenance, repair or removal of the Antenna Facilities, tower, and equipment shelter, except claims arising from the negligence or intentional acts of City, City's employees, agents or independent contractors. City agrees to hold Company harmless from claims arising from City's use, maintenance, repair or removal of City's radio transmission equipment, the tower and equipment shelter, except claims arising from the negligence or intentional acts of Company, Company's employees, agents or independent contractors.

13. **Notices.** All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or sent by overnight carrier to the following addresses:

If to City, to:

City of Sherman
Attn: Jim Andrews, City Manager
400 North Rusk Street
Post Office Box 1106
Sherman, Texas 75091-1106
903/892-7200

If to Company, to:

Sherman-Denison Cellular Telephone
Company, Inc.
Texas/Louisiana District Office
Attn: Property Manager
1120 Loop 360 South
Austin, TX 78746-6498
(512) 750-7700

with a copy to:

McCaw Cellular Communications, Inc.
Attn: Elizabeth L. Wallin
Southwest Region Legal Department
14900 Landmark Drive, Suite 400
Dallas, Texas 75240

14. **Quiet Enjoyment, Title and Authority.** City covenants and warrants to Company that City has full right, power and authority to execute this Lease; it has good and unencumbered title to the Premises free and clear of any liens or mortgages, except those disclosed to Company that will not interfere with Company's rights to or use of the Premises; and execution and performance of this Lease will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease, or other agreement binding on City.

City and Company mutually covenant that, at all times during the term of this Lease, each party's quiet enjoyment of the Premises or any part thereof shall not be disturbed as long as said party is not in default beyond any applicable grace or cure period.

15. **Environment Laws.** Company represents, warrants and agrees that it will conduct its activities on the Property in compliance with all applicable Environmental Laws (as defined in attached Exhibit D). City represents, warrants and agrees that it has in the past and will in the future conduct its activities on the Property in compliance with all applicable Environmental Laws and that the Property is free of Hazardous Substance (as defined in attached Exhibit D) as of the date of this Lease.

City shall be responsible for, and shall promptly conduct any investigation and remediation as required by any Environmental Laws or common law, all spills or other releases of Hazardous Substance, not caused by Company, which have occurred or which may occur on the Property.

Company agrees to defend, indemnify and hold City harmless from and against any and all claims, causes of action, demands and liability including, but not limited to, damages, costs, expenses,

assessments, penalties, fines, losses, judgments and attorney's fees that City may suffer due to the existence or discovery of any Hazardous Substance on the Property or the migration of any Hazardous Substance to other properties or released into the environment arising solely from Company's activities on the Property.

City agrees to defend, indemnify and hold Company harmless from and against any and all claims, causes of action, demands and liability including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and attorney's fees that Company may suffer due to the existence or discovery of any Hazardous Substance on the Property or the migration of any Hazardous Substance to other properties or released into the environment, which relate to or arise from City's activities during this Lease and from all activities on the Property prior to the commencement of this Lease.

The indemnifications in this section specifically include costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any governmental authority.

16. Assignment and Subleasing. ~~Company may assign this Lease to any person~~ controlling, controlled by, or under common control with Company, or any person or entity that, after first receiving FCC or state regulatory agency approvals, ~~acquires Company's radio communications business and assumes all obligations of Company under this Lease.~~ Upon such assignment, Company shall be relieved of all liabilities and obligations hereunder and City shall look solely to the assignee for performance under this Lease and all obligations hereunder. Company may sublet this Lease, ~~upon notice to City, only if such sublease is subject to the provisions of this Lease.~~ All other assignments of this Lease must be approved by City, which approval will not be unreasonably withheld.

by the superior rights afforded City

Additionally, Company may, upon notice to City, mortgage or grant a security interest in this Lease and the Antenna Facilities, and may assign this Lease and the Antenna Facilities to any such mortgagees or holders of security interests including their successors or assigns (hereinafter collectively referred to as "Mortgagees"), provided such Mortgagees agree to be bound by the terms and provisions of this Lease. In such event, City shall execute such consent to leasehold financing as may reasonably be required by Mortgagees. City agrees to notify Company and Company's Mortgagees simultaneously of any default by Company and to give Mortgagees the same right to cure any default as Company except that the cure period for any Mortgagee shall not be less than ten (10) days after receipt of the default notice.

17. Successors and Assigns. This Lease shall run with the Property, and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

18. Miscellaneous.

a. The substantially prevailing party in any litigation arising hereunder shall be entitled to its reasonable attorneys' fees and court costs, including appeals, if any.

b. Each party agrees to furnish to the other, within ten (10) days after request, such truthful estoppel information as the other may reasonably request.

c. This Lease constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind that are not set forth herein. Any amendments to this Lease must be in writing and executed by both parties.

d. If either party is represented by a real estate broker in this transaction, that party shall be fully responsible for any fee due such broker, and shall hold the other party harmless from any claims for commission by such broker.

e. Each party agrees to cooperate with the other in executing any documents (including a Memorandum of Lease) necessary to protect its rights or use of the Premises. The Memorandum of Lease may be recorded in place of this Lease, by either party.

f. This Lease shall be construed in accordance with the laws of the State of Texas.

g. If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.

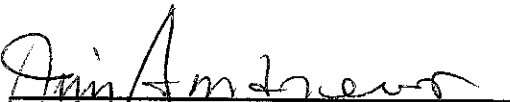
h. This Lease may be executed in any number of counterparts and all such counterparts shall be deemed to constitute a single lease, and the execution of one counterpart by the City shall have the same force and effect as if he had signed all the other counterparts.

IN WITNESS WHEREOF, said parties have caused this Lease to be duly executed as of the date first above written.

CITY OF SHERMAN

SHERMAN-DENISON CELLULAR
TELEPHONE COMPANY, INC.

BY:


Jim Andrews, City Manager
Tax I.D. No. 1-75-6000-669-8

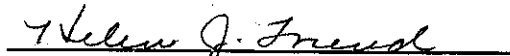
BY: METROPLEX TELEPHONE
COMPANY, MANAGER

BY:


David Needham,
President and General Manager

ATTEST:

BY:


Helen J. Friend, City Clerk

APPROVED AS TO FORM:

BY:

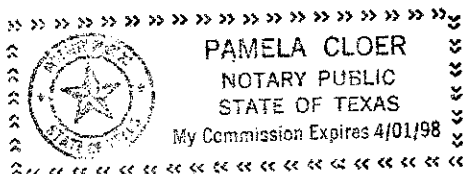

John D. Gilliam, City Attorney

ACKNOWLEDGEMENTS

THE STATE OF TEXAS §
COUNTY OF GRAYSON §

Before me, Pamela Cloer, a Notary Public in and for said state, personally appeared Jim Andrews, known to me to be the City Manager of the City of Sherman, a municipal corporation of the State of Texas, the corporation that executed the within and foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

Given under my hand and seal of office on this the 21st day of April, 1994.



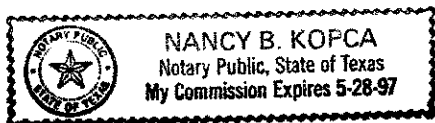
Pamela Cloer
NOTARY PUBLIC IN AND FOR THE STATE OF
TEXAS

My commission expires: 04/01/98

THE STATE OF TEXAS §
COUNTY OF ~~TRAVIS~~ §
 DALLAS

Before me, Nancy B. Kopca, a Notary Public in and for said state, personally appeared David Needham, known to me to be the person whose name is subscribed to the foregoing instrument, and known to me to be President and General Manager of Metroplex Telephone Company, a Texas General Partnership, d/b/a MetroCel Cellular Telephone Company, manager of Sherman-Denison Cellular Telephone Company, Inc., a Delaware Corporation, and acknowledged to me that he executed said instrument for the purposes and consideration therein expressed, and as the act of said corporation.

Given under my hand and seal of office on this the 15th day of April, 1994.



Nancy B. Kopca
NOTARY PUBLIC IN AND FOR THE STATE OF
TEXAS

My commission expires: _____

EXHIBIT A

to the Site Lease Agreement dated ~~March~~ ^{April} 15, 1994,
between the CITY OF SHERMAN
and SHERMAN-DENISON CELLULAR TELEPHONE COMPANY, INC.

Legal Description

The Property is legally described as follows:

Being Lot One (1) and Lot Three (3) in Block Eleven (11) of the ORIGINAL TOWN PLAT of Sherman, Texas, as shown by plat of record in Volume "B", Page 1, Deed Records, Grayson County, Texas.

EXHIBIT B

to the Site Lease Agreement dated ^{April}~~March~~ ¹⁵, 1994,
between CITY OF SHERMAN,
and SHERMAN-DENISON CELLULAR TELEPHONE COMPANY

The location of the Premises (including easements) within the Property is more particularly described (or depicted) as follows:

Situated in the County of Grayson, State of Texas, being a part of Lots One (1) and Three (3) in Block Eleven (11) of the ORIGINAL TOWN PLAT of Sherman, Texas as shown by plat of record in Volume "B", Page 1, Deed Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows:

Beginning at a set 3/8-inch steel rod on the East line of Lot 3, said rod being South 16° 15' 58" West, a distance of 55.00 feet from a found 1/2-inch steel rod maintaining the Northeast corner of Lot 1;

THENCE South 16° 15' 58" East, with the East line of Lot 1, at a distance of 20.0 feet passing its Southeast corner of Lot 1, the Northeast corner of Lot 3, and continuing with the East line of Lot 3 for a total distance of 75.0 feet to a set nail in a concrete footing under a chain link fence;

THENCE South 74° 30' 04" West, a distance of 30.00 feet to a set spike nail and flasher in asphalt;

THENCE North 16° 15' 58" West, passing the North line of Lot 3, the South line of Lot 1, and continuing for a total distance of 75.00 feet to a set spike nail and flasher in asphalt;

THENCE North 74° 30' 04" East, a distance of 30.00 feet to the Place of Beginning and containing 2,250 square feet of land, more or less.

Together with an easement for access over and across the following described tract:

Situated in the County of Grayson, State of Texas, being an access easement over and across a portion of Lot One (1) in Block Eleven (11) of the ORIGINAL TOWN PLAT of Sherman, Texas as shown by plat of record in Volume "B", Page 1, Deed Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows:

Beginning at a set spike nail and flasher in asphalt on the North line of Lot 1, the South line of Jones Street, said nail being South 74° 30' 04" West, a distance of 20.00 feet from a found 1/2-inch steel rod maintaining the Northeast corner of Lot 1;

THENCE South 16° 15' 58" East, a distance of 55.00 feet to a set spike nail and flasher in asphalt on the North line of the 2,250 square foot tract of land described above;

THENCE South 74° 30' 04" West, with the North line of said 2,250 square foot tract, a distance of 10.00 feet to a spike nail and flasher in asphalt maintaining the Northwest corner of said 2,250 square foot tract;

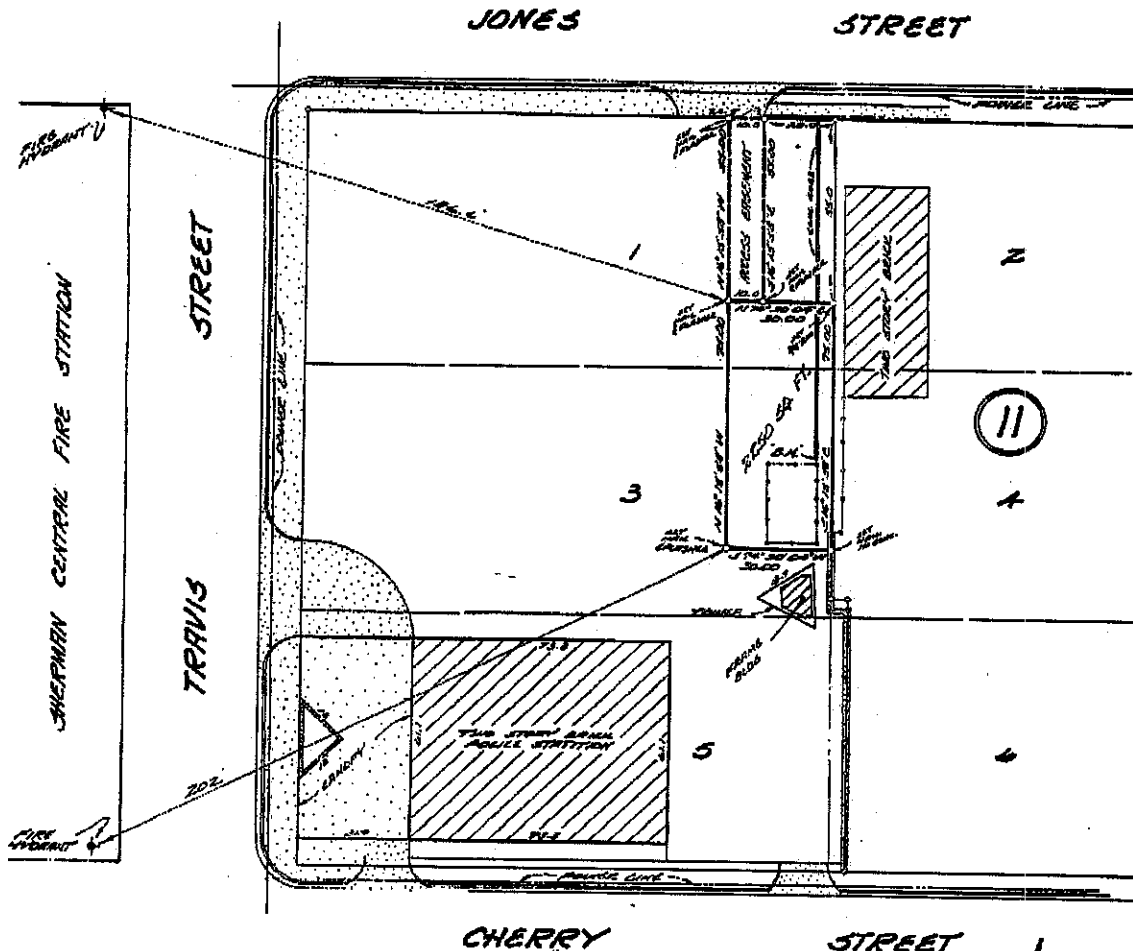
THENCE North 16° 15' 58" West, a distance of 55.00 feet to a set spike nail and flasher in asphalt on the North line of Lot 1, the South line of Jones Street;

THENCE North 74° 30' 04" East, with the North line of Lot 1, the South line of Jones Street, a distance of 10.00 feet to the Place of Beginning.

EXHIBIT C

to the Site Lease Agreement dated April 15, 1994,
between the CITY OF SHERMAN
and SHERMAN-DENISON CELLULAR TELEPHONE COMPANY, INC.

Site Plan



NOTE:

TOWER COORDINATES

LATITUDE -- N 33 deg. 38 min. 04 sec.

LONGITUDE -- W 96 deg. 36 min. 28 sec.

B.M. = South end of conc. curb at Northeast corner of chain link fence area. Elevation = 729.88

SARTIN & ASSOCIATES

SURVEYING COMPANY

P.O. Box 1843 Sherman, Texas 75091-1843 (903)892-8003
FAX NUMBER 903-868-2970

Survey for: METROCELL CELLULAR TELEPHONE COMPANY

I, Marshall Sartin, Registered Professional Land Surveyor, hereby certify that a survey of the property shown hereon was made on the ground on the 28 th day of March, 1994 of the following described property:

(LEGAL DESCRIPTIONS ATTACHED)

That the improvements located on said property are known as 317 S. TRAVIS STREET, SHERMAN, TEXAS and that this survey substantially complies with the current Minimum Standards for Professional Land Surveyors as adopted by the Texas Board of Professional Land Surveying.

Marshall Sartin, R.P.L.S. # 3694



EXHIBIT D

to the Site Lease Agreement dated ^{April}~~March~~ 15, 1994,
between the CITY OF SHERMAN
and SHERMAN-DENISON CELLULAR TELEPHONE COMPANY, INC.

Environmental Laws

As used in this Lease, "*Environmental Laws*" means all federal, state and local environmental laws, rules, regulations, ordinances, judicial or administrative decrees, orders, decisions, authorizations or permits pertaining to the protection of human health and/or the environment, including, but not limited to, the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901, *et seq.*, the Clean Air Act, 42 U.S.C. §§ 7401, *et seq.*, the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251, *et seq.*, the Emergency Planning and Community Right to Know Act, 42 U.S.C. §§ 1101, *et seq.*, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601, *et seq.*, the Toxic Substances Control Act, 15 U.S.C. §§ 2601, *et seq.*, the Oil Pollution Control Act, 33 U.S.C. §§ 2701, *et seq.*, and Texas superfund laws, or any other comparable local, state, or federal statute or ordinance pertaining to the environment or natural resources and all regulations pertaining thereto. This definition includes all federal, state or local land use laws dealing with environmental sensitivity including, but not limited to, laws regarding wetlands, steep slopes, aquifers, critical or sensitive areas, shorelines, fish and wildlife habitat, or historical or archeological significance.

As used in this Lease, "*Hazardous Substance*" means any hazardous or toxic substances as defined by the Comprehensive Environmental Response, Compensation and Liability Act, as amended from time to time; any hazardous waste as defined by the Resource Conservation and Recovery Act of 1976, as amended from time to time; any and all material waste or substance defined as hazardous pursuant to any federal, state or local laws or regulations or order; and any substance which is or becomes regulated by any federal, state or local governmental authority; any oil, petroleum products, and their byproducts.

THE FIRST AMENDMENT TO LEASE AGREEMENT

This First Amendment to Lease Agreement (this "**Amendment**") is made effective as of the latter signature date hereof (the "**Effective Date**") by and between **the City of Sherman**, a municipal corporation of the State of Texas, ("**Landlord**") and **Dallas MTA, L.P. d/b/a Verizon Wireless** ("**Tenant**") (Landlord and Tenant being collectively referred to herein as the "**Parties**").

RECITALS

WHEREAS, Landlord owns the real property described on **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"); and

WHEREAS, Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Site Lease Agreement dated April 15, 1994 (as the same may have been amended, collectively, the "**Lease**"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "**Leased Premises**"), which Leased Premises are also described on **Exhibit A**; and

WHEREAS, Tenant, Verizon Communications Inc., a Delaware corporation, and other parties identified therein, entered into a Management Agreement and a Master Prepaid Lease, both with an effective date of March 27, 2015 and both with ATC Sequoia LLC, a Delaware limited liability company ("**American Tower**"), pursuant to which American Tower subleases, manages, operates and maintains, as applicable, the Leased Premises, all as more particularly described therein; and

WHEREAS, Tenant has granted American Tower a limited power of attorney (the "**POA**") to, among other things, prepare, negotiate, execute, deliver, record and/or file certain documents on behalf of Tenant, all as more particularly set forth in the POA; and

WHEREAS, Landlord and Tenant desire to amend the terms of the Lease to extend the term thereof and to otherwise modify the Lease as expressly provided herein.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants set forth herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **One-Time Payment.** Tenant shall pay to Landlord a one-time payment in the amount of **Ten Thousand and No/100 Dollars (\$10,000.00)**, payable within thirty (30) days of the Effective Date and subject to the following conditions precedent: (a) Tenant's receipt of this Amendment executed by Landlord, on or before October 28, 2016; (b) Tenant's confirmation that Landlord's statements as further set forth in this Amendment are true, accurate, and complete, including verification of Landlord's ownership; (c) Tenant's receipt of any documents and other items reasonably requested by Tenant in order to effectuate the transaction and payment contemplated herein; and (d) receipt by Tenant of an original Memorandum (as defined herein) executed by Landlord.
2. **Lease Term Extended.** Notwithstanding anything to the contrary contained in the Lease or this Amendment, the Parties agree the Lease originally commenced on March 28, 1995 and, without giving effect to the terms of this Amendment but assuming the exercise by Tenant of all remaining renewal options contained in the Lease (each an "**Existing Renewal Term**" and, collectively, the "**Existing Renewal Terms**"), the Lease is otherwise scheduled to expire on March 27, 2025. In addition to any Existing Renewal Term(s), the Lease is hereby amended to provide Tenant with the option to extend the Lease for each of four (4) additional five (5) year renewal terms (each a "**New Renewal Term**" and, collectively, the "**New Renewal Terms**"). Notwithstanding anything to the contrary contained in the Lease, (a) all Existing Renewal Terms and New Renewal Terms shall automatically renew unless Tenant

notifies Landlord that Tenant elects not to renew the Lease at least sixty (60) days prior to the commencement of the next Renewal Term (as defined below) and (b) Landlord shall be able to terminate this Lease only in the event of a material default by Tenant, which default is not cured within sixty (60) days of Tenant's receipt of written notice thereof, provided, however, in the event that Tenant has diligently commenced to cure a material default within sixty (60) days of Tenant's actual receipt of notice thereof and reasonably requires additional time beyond the sixty (60) day cure period described herein to effect such cure, Tenant shall have such additional time as is necessary (beyond the sixty [60] day cure period) to effect the cure. References in this Amendment to "**Renewal Term**" shall refer, collectively, to the Existing Renewal Term(s) and the New Renewal Term(s). The Landlord hereby agrees to execute and return to Tenant an original Memorandum of Lease in the form and of the substance attached hereto as **Exhibit B** and by this reference made a part hereof (the "**Memorandum**") executed by Landlord, together with any applicable forms needed to record the Memorandum, which forms shall be supplied by Tenant to Landlord.

3. **Landlord and Tenant Acknowledgments.** Except as modified herein, the Lease and all provisions contained therein remain in full force and effect and are hereby ratified and affirmed. To the extent Tenant needed consent and/or approval from Landlord for any of Tenant's activities at and uses of the site prior to the Effective Date, including subleasing to American Tower, Landlord's execution of this Amendment is and shall be considered consent to and approval of all such activities and uses and confirmation that no additional consideration is owed to Landlord for such activities and uses. Landlord hereby acknowledges and agrees that Tenant shall not need consent or approval from, or to provide notice to, Landlord for any future activities at or uses of the Leased Premises, including, without limitation, subleasing and licensing to additional customers, installing, modifying, repairing, or replacing improvements within the Leased Premises, and/or assigning all or any portion of Tenant's interest in this Lease, as modified by this Amendment. Tenant and Tenant's sublessees and customers shall have vehicular (specifically including truck) and pedestrian access to the Leased Premises from a public right of way on a 24 hours per day, 7 days per week basis, together with utilities services to the Leased Premises from a public right of way. The Tenant shall use commercially reasonable efforts to provide the Landlord with prior notice indicating when the Tenant will be accessing the Leased Premises. Upon request by Tenant and at Tenant's sole cost and expense, Landlord hereby agrees to promptly execute and return to Tenant building permits, zoning applications and other forms and documents, including a memorandum of lease, as required for the use of the Leased Premises by Tenant and/or Tenant's customers, licensees, and sublessees. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment.
4. **Landlord Statements.** Landlord hereby represents and warrants to Tenant that: (i) to the extent applicable, Landlord is duly organized, validly existing, and in good standing in the jurisdiction in which Landlord was organized, formed, or incorporated, as applicable, and is otherwise in good standing and authorized to transact business in each other jurisdiction in which such qualifications are required; (ii) Landlord has the full power and authority to enter into and perform its obligations under this Amendment, and, to the extent applicable, the person(s) executing this Amendment on behalf of Landlord, have the authority to enter into and deliver this Amendment on behalf of Landlord; (iii) no consent, authorization, order, or approval of, or filing or registration with, any governmental authority or other person or entity is required for the execution and delivery by Landlord of this Amendment; (iv) Landlord is the sole owner of the Leased Premises and all other portions of the Parent Parcel; (v) there are no agreements, liens, encumbrances, claims, claims of lien, proceedings, or other matters (whether filed or recorded in the applicable public records or not) related to, encumbering, asserted against, threatened against, and/or pending with respect to the Leased Premises or any other portion of the Parent Parcel which do or could (now or any time in the future) adversely impact, limit, and/or impair

Tenant's rights under the Lease, as amended and modified by this Amendment; and (vi) the square footage of the Leased Premises is the greater of Tenant's existing improvements on the Parent Parcel or the land area conveyed to Tenant under the Lease. The representations and warranties of Landlord made in this Section shall survive the execution and delivery of this Amendment.

5. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Landlord at: City of Sherman, Attn: Finance Department, 405 N. Rusk, Sherman, TX 75090; to Tenant at: Verizon Wireless, Attn. Network Real Estate, 180 Washington Valley Road, Bedminster, NJ 07921; with copy to: American Tower, Attn: Land Management, 10 Presidential Way, Woburn, MA 01801; and also with copy to: Attn Legal Dept. 116 Huntington Avenue, Boston, MA 02116. Any of the Parties, by thirty (30) days prior written notice to the others in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
6. **Counterparts.** This Amendment may be executed in several counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though all Parties are not signatories to the original or the same counterpart. Furthermore, the Parties may execute and deliver this Amendment by electronic means such as .pdf or similar format. Each of the Parties agrees that the delivery of the Amendment by electronic means will have the same force and effect as delivery of original signatures and that each of the Parties may use such electronic signatures as evidence of the execution and delivery of the Amendment by all Parties to the same extent as an original signature.
7. **Governing Law.** Notwithstanding anything to the contrary contained in the Lease and in this Amendment, the Lease and this Amendment shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.
8. **Waiver.** Notwithstanding anything to the contrary contained herein, in no event shall Landlord or Tenant be liable to the other for, and Landlord and Tenant hereby waive, to the fullest extent permitted under applicable law, the right to recover incidental, consequential (including, without limitation, lost profits, loss of use or loss of business opportunity), punitive, exemplary and similar damages.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

LANDLORD:

the City of Sherman

a municipal corporation of the State of Texas

Signature: _____

Print Name: _____

Title: _____

Date: _____

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

TENANT:

Dallas MTA, L.P. d/b/a Verizon Wireless

By: ATC Sequoia LLC, a Delaware limited liability company

Title: Attorney-in-Fact

Signature: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT A

This Exhibit A may be replaced at Tenant's option as described below

PARENT PARCEL

Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below:

The land referred to herein below is situated in the County of Grayson, City of Sherman, State of Texas and is described as follows:

All that certain lot or parcel of land, situated in the City of Sherman, Grayson County, Texas, being all of Lot No. One (1) and a part of Lot No. Three (3) in Block No. Eleven (11), according to the Original Town Plat of said City of Sherman, and also part of that portion of Jones Street, as originally platted, lying immediately North of said Block No. 1, and being more particularly described as follows:

Beginning at a point in the East line of South Travis Street 13 7/8 inches from the Northwest corner of said Lot No. 1, as measured in a Northerly direction along said line, said point being the Northwest corner of a brick building and in the present South line of Jones Street;

Thence in a Southerly direction with the East line of Travis Street for a distance of 77 feet and 7/8 inch to the center of a 13 inch brick wall at a point in the West line of said Lot No. 3, said point being 11 inches in a Southerly direction from the Southwest corner of said Lot No. 1;

Thence in an Easterly direction with the center of said wall for a distance of 150 feet to a point in the East line of said Lot No. 3;

Thence in a Northerly direction with the East lines of Lot No. 3 and Lot No. 1, passing the Northeast corner of Lot No. 1 and continuing in the same direction for a total distance of 77 feet 91 inches to the North line of the above mentioned brick building and the present South line of Jones Street;

Thence in a Westerly direction with said common line for a distance of 150 feet to the place of beginning; and being the same property conveyed by C. K. Davis and wife, Lena Davis, to C. E. Wagner and wife, Jewel M. Wagner, by deed dated February 5, 1959, and of record in Vol. 884, at page 345, of the Deed Records of Grayson County, Texas;

And

Located in the City of Sherman, Grayson County, Texas, being a part of Lot Three (3) in Block Eleven (11) of the Original Town Plat of the City of Sherman, Texas, described as follows:

Beginning on the East line of South Travis Street on the West line of Lot Three (3) and 11 inches South of its Northwest corner in the center line of a 13 inch brick wall between properties formerly owned by Pan American Insurance Company and Mrs. Jeanne Slauson;

Thence East with the centerline of said brick wall 150 feet to a point in the East line of Lot Three (3) located 11 inches South of the Northeast corner thereof;

Thence South with the East line of Lot Three (3) to the Northeast corner a tract of 24 feet by 20 feet of land conveyed to the City of Sherman, Texas, by deed dated May 17, 1966, recorded, in Vol. 1055, Page 608, Deed Records, Grayson County, Texas, from Thomas N. Shipp (Sr.) acting by and through Pauline Shipp as his Attorney-in-Fact, joined therein by his wife, Pauline Shipp;

EXHIBIT A CONTINUED ON NEXT PAGE

ATC Site No: 419491
VZW Site No: 230575
Site Name: Sherman TX

EXHIBIT A CONTINUED

PARENT PARCEL CONTINUED

Thence at right angle and parallel to the South line of Lot Three (3) a distance of 24 feet to the Northwest corner of the tract of 24 feet by 20 feet of land so conveyed to the City of Sherman, Texas;

Thence at right angle Southerly a distance of 20 feet to the South line of Lot Three (3);

Thence Westerly along the South line of Lot Three (3) to the Southwest corner thereof;

Thence Northerly with the West line of Lot Three (3) and the East line of South Travis Street to the place of beginning;

Being the same land conveyed by Mrs. Jeanne Slauson et vir to Thomas N. Shipp by deed dated March 28, 1947, recorded in Vol. 528, page 137, Deed Records, Grayson County, Texas, less and except the aforementioned tract of 24 feet by 20 feet of land conveyed to the City of Sherman, Texas, by the above described deed of May 17, 1966.

Parcel ID: 163652 and 163653

This being the same property conveyed to The City of Sherman, a Municipal Corporation from Pauline Shipp in a deed dated May 27, 1977 and recorded October 14, 1977 in Book 1409 Page 247.

LEASED PREMISES

Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant's existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

ACCESS AND UTILITIES

The access and utility easements include all easements of record as well that portion of the Parent Parcel currently utilized by Tenant for ingress, egress and utility purposes from the Leased Premises to and from a public right of way.

EXHIBIT B

FORM OF MEMORANDUM OF LEASE

Prepared by and Return to:

American Tower
10 Presidential Way
Woburn, MA 01801
Attn: Land Management/Anthony G. Puopolo II, Esq.
ATC Site No: 419491
ATC Site Name: Sherman TX
Assessor's Parcel No(s): 163653

MEMORANDUM OF LEASE

This Memorandum of Lease (the "**Memorandum**") is entered into on the _____ day of _____, 201____ by and between **the City of Sherman**, a municipal corporation of the State of Texas, ("**Landlord**") and **Dallas MTA, L.P. d/b/a Verizon Wireless** ("**Tenant**").

NOTICE is hereby given of the Lease (as defined and described below) for the purpose of recording and giving notice of the existence of said Lease. To the extent that notice of such Lease has previously been recorded, then this Memorandum shall constitute an amendment of any such prior recorded notice(s).

1. **Parent Parcel and Lease.** Landlord is the owner of certain real property being described in **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"). Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Site Lease Agreement dated April 15, 1994 (as the same may have been amended from time to time, collectively, the "**Lease**"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "**Leased Premises**"), which Leased Premises is also described on **Exhibit A**.
2. **American Tower.** Tenant, Verizon Communications Inc., a Delaware corporation, and other parties identified therein, entered into a Management Agreement and a Master Prepaid Lease, both with an effective date of March 27, 2015 and both with ATC Sequoia LLC, a Delaware limited liability company ("**American Tower**"), pursuant to which American Tower subleases, manages, operates and maintains, as applicable, the Leased Premises, all as more particularly described therein. In connection with these responsibilities, Tenant has also granted American Tower a limited power of attorney (the "**POA**") to, among other things, prepare, negotiate, execute, deliver, record and/or file certain documents on behalf of Tenant, all as more particularly set forth in the POA.
3. **Expiration Date.** Subject to the terms, provisions, and conditions of the Lease, and assuming the exercise by Tenant of all renewal options contained in the Lease, the final expiration date of the Lease would be April 30, 2044. Notwithstanding the foregoing, in no event shall Tenant be required to exercise any option to renew the term of the Lease.

ATC Site No: 419491
VZW Site No: 230575
Site Name: Sherman TX

4. **Leased Premises Description.** Tenant shall have the right, exercisable by Tenant at any time during the original or renewal terms of the Lease, to cause an as-built survey of the Leased Premises to be prepared and, thereafter, to replace, in whole or in part, the description(s) of the Leased Premises set forth on **Exhibit A** with a legal description or legal descriptions based upon such as-built survey. Upon Tenant's request, Landlord shall execute and deliver any documents reasonably necessary to effectuate such replacement, including, without limitation, amendments to this Memorandum and to the Lease.
5. **Effect/Miscellaneous.** This Memorandum is not a complete summary of the terms, provisions and conditions contained in the Lease. In the event of a conflict between this Memorandum and the Lease, the Lease shall control. Landlord hereby grants the right to Tenant to complete and execute on behalf of Landlord any government or transfer tax forms necessary for the recording of this Memorandum. This right shall terminate upon recording of this Memorandum.
6. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Landlord at: City of Sherman, Attn: Finance Department, 405 N. Rusk, Sherman, TX 75090; to Tenant at: Verizon Wireless, Attn. Network Real Estate, 180 Washington Valley Road, Bedminster, NJ 07921; with copy to: American Tower, Attn: Land Management, 10 Presidential Way, Woburn, MA 01801, and also with copy to: Attn Legal Dept. 116 Huntington Avenue, Boston, MA 02116. Any of the parties hereto, by thirty (30) days prior written notice to the other in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
7. **Counterparts.** This Memorandum may be executed in multiple counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.
8. **Governing Law.** This Memorandum shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Landlord and Tenant have each executed this Memorandum as of the day and year set forth below.

LANDLORD

2 WITNESSES

the City of Sherman

a municipal corporation of the State of Texas

Signature: _____

Print Name: _____

Title: _____

Date: _____

Signature: _____

Print Name: _____

Signature: _____

Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 201____, before me, _____
the undersigned Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed
to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity
upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

Print Name: _____

My commission expires: _____

[SEAL]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

TENANT**WITNESS****Dallas MTA, L.P. d/b/a Verizon Wireless**

By: ATC Sequoia LLC,
a Delaware limited liability company
Title: Attorney-in-Fact

Signature: _____

Print Name: _____

Title: _____

Date: _____

Signature: _____

Print Name: _____

Signature: _____

Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

Commonwealth of Massachusetts

County of Middlesex

On this ____ day of _____, 201____, before me, _____
the undersigned Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed
to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity
upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

Print Name: _____

My commission expires: _____

[SEAL]

EXHIBIT A

This Exhibit A may be replaced at Tenant's option as described below

PARENT PARCEL

Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below:

The land referred to herein below is situated in the County of Grayson, City of Sherman, State of Texas and is described as follows:

All that certain lot or parcel of land, situated in the City of Sherman, Grayson County, Texas, being all of Lot No. One (1) and a part of Lot No. Three (3) in Block No. Eleven (11), according to the Original Town Plat of said City of Sherman, and also part of that portion of Jones Street, as originally platted, lying immediately North of said Block No. 1, and being more particularly described as follows:

Beginning at a point in the East line of South Travis Street 13 7/8 inches from the Northwest corner of said Lot No. 1, as measured in a Northerly direction along said line, said point being the Northwest corner of a brick building and in the present South line of Jones Street;

Thence in a Southerly direction with the East line of Travis Street for a distance of 77 feet and 7/8 inch to the center of a 13 inch brick wall at a point in the West line of said Lot No. 3, said point being 11 inches in a Southerly direction from the Southwest corner of said Lot No. 1;

Thence in an Easterly direction with the center of said wall for a distance of 150 feet to a point in the East line of said Lot No. 3;

Thence in a Northerly direction with the East lines of Lot No. 3 and Lot No. 1, passing the Northeast corner of Lot No. 1 and continuing in the same direction for a total distance of 77 feet 91 inches to the North line of the above mentioned brick building and the present South line of Jones Street;

Thence in a Westerly direction with said common line for a distance of 150 feet to the place of beginning; and being the same property conveyed by C. K. Davis and wife, Lena Davis, to C. E. Wagner and wife, Jewel M. Wagner, by deed dated February 5, 1959, and of record in Vol. 884, at page 345, of the Deed Records of Grayson County, Texas;

And

Located in the City of Sherman, Grayson County, Texas, being a part of Lot Three (3) in Block Eleven (11) of the Original Town Plat of the City of Sherman, Texas, described as follows:

Beginning on the East line of South Travis Street on the West line of Lot Three (3) and 11 inches South of its Northwest corner in the center line of a 13 inch brick wall between properties formerly owned by Pan American Insurance Company and Mrs. Jeanne Slauson;

Thence East with the centerline of said brick wall 150 feet to a point in the East line of Lot Three (3) located 11 inches South of the Northeast corner thereof;

Thence South with the East line of Lot Three (3) to the Northeast corner a tract of 24 feet by 20 feet of land conveyed to the City of Sherman, Texas, by deed dated May 17, 1966, recorded, in Vol. 1055, Page 608, Deed Records, Grayson County, Texas, from Thomas N. Shipp (Sr.) acting by and through Pauline Shipp as his Attorney-in-Fact, joined therein by his wife, Pauline Shipp;

EXHIBIT A CONTINUED ON NEXT PAGE

ATC Site No: 419491
VZW Site No: 230575
Site Name: Sherman TX

EXHIBIT A CONTINUED

PARENT PARCEL CONTINUED

Thence at right angle and parallel to the South line of Lot Three (3) a distance of 24 feet to the Northwest corner of the tract of 24 feet by 20 feet of land so conveyed to the City of Sherman, Texas;

Thence at right angle Southerly a distance of 20 feet to the South line of Lot Three (3);

Thence Westerly along the South line of Lot Three (3) to the Southwest corner thereof;

Thence Northerly with the West line of Lot Three (3) and the East line of South Travis Street to the place of beginning;

Being the same land conveyed by Mrs. Jeanne Slauson et vir to Thomas N. Shipp by deed dated March 28, 1947, recorded in Vol. 528, page 137, Deed Records, Grayson County, Texas, less and except the aforementioned tract of 24 feet by 20 feet of land conveyed to the City of Sherman, Texas, by the above described deed of May 17, 1966.

Parcel ID: 163652 and 163653

This being the same property conveyed to The City of Sherman, a Municipal Corporation from Pauline Shipp in a deed dated May 27, 1977 and recorded October 14, 1977 in Book 1409 Page 247.

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Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant's existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

ACCESS AND UTILITIES

The access and utility easements include all easements of record as well that portion of the Parent Parcel currently utilized by Tenant for ingress, egress and utility purposes from the Leased Premises to and from a public right of way.

Instructions for completing the Resolution and Consent Affidavit

IMPORTANT INFORMATION BELOW

In order to avoid delays in the completion of this transaction, the Resolution and Consent Affidavit must be signed by **ALL** Members, Partners, Directors, Shareholders, Officers or Trustees of the organization. Section 6 of this form allows for the organization to appoint one person to sign the remaining documents but **ONE HUNDRED PERCENT (100%)** of the ownership or voting interest of the organization must sign this first. Failure to comply with these instructions or properly indicate the percentage of ownership and/or voting interest will result in delays and could require the documents to be re-executed. If you have any questions, please contact your land lease representative.

Prepared by and Return to:

American Tower
Attn: Land Management/Anthony G. Puopolo II, Esq.
10 Presidential Way
Woburn, MA 01801
Assessor's Parcel No(s): 163653

RESOLUTION AND CONSENT AFFIDAVIT

the City of Sherman, a municipal corporation of the State of Texas

Be it known that, under the pains and penalties of perjury, the undersigned Members, Partners, Directors, Shareholders, Officers or Trustees, as applicable (collectively, the "**Affiants**") of the above referenced entity (the "**Landlord**"), hereby declare and resolve the following:

1. Landlord (or its predecessor-in-interest) has leased or subleased a portion of land to **Dallas MTA, L.P. d/b/a Verizon Wireless** (the "**Tenant**") pursuant to that certain Site Lease Agreement dated April 15, 1994 (as the same may have been amended from time to time, collectively, the "**Lease**").
2. Landlord and Tenant desire to enter into an amendment of the Lease (the "**Amendment**") in order to extend the term thereof and to further amend the Lease as more particularly set forth in the Amendment.
3. Landlord is duly organized, validly existing, and in good standing in the jurisdiction of its formation, organization, and/or incorporation, as applicable, and is otherwise authorized to transact business and in good standing in any other jurisdictions where such qualifications are required. Landlord has full power and authority to enter into and perform Landlord's obligations under the Amendment and the other Transaction Documents (as hereinafter defined), and the Amendment and the other Transaction Documents have been duly executed and delivered by Landlord. The Affiants listed below are the only legal and equitable owners of Landlord and are the only members, partners, directors, shareholders, officers and/or trustees, as applicable, of Landlord.
4. The Affiants hereby approve of the Transaction Documents and all of the terms and provisions contained therein and declare, resolve and/or affirm, as applicable, that Landlord is hereby authorized to enter into the Transaction Documents with Tenant and effect the transactions contemplated therein. The Affiants hereby declare and affirm that any other corporate and shareholder, member, partner, and/or trustee actions required to effectuate the transactions contemplated in the Amendment and other Transaction Documents have been completed.
5. The Affiants also declare that they have full legal authority to bind Landlord under the laws of the State or Commonwealth in which the Leased Premises (as defined in the Amendment) is located, and Affiants have the full authority to execute any and all of the Transaction Documents on behalf of

ATC Site No: 419491
VZW Site No: 230575
Site Name: Sherman TX

Landlord and to nominate individuals to act on Landlord's behalf.

6. The Affiants hereby nominate the below listed individual (the "**Nominee**") as attorney-in-fact to execute and deliver the Amendment, together with any other documents and agreements, including, without limitation, the Memorandum (as defined in the Amendment), required to be executed and delivered pursuant to the terms and provisions of the Amendment (the Amendment and all of such other aforementioned agreements and documents, collectively, the "Transaction Documents"), on behalf of Affiants and Landlord. The Nominee shall have full power and authority to act on behalf of Affiants and on behalf of Landlord for purposes of executing and delivering the Transaction Documents and ensuring that Landlord fulfills its obligations thereunder. Additionally, the Nominee shall have full authority to direct the manner in which all payments made by Tenant pursuant to the Amendment are to be made to Landlord, including, without limitation, identifying which bank account(s) to transfer funds to in the event a wire payment is made by Tenant.

NOMINEE: (Print Name) _____

 (Address) _____

7. This Resolution and Consent Affidavit shall become effective as of the date of the last notarized signature of the Affiants listed below.
8. Affiants hereby acknowledge and agree that Tenant, its lenders, and its title insurance company are relying upon, and are entitled to rely upon, this Resolution and Consent Affidavit and the contents hereof as a material inducement to entering into the Amendment and other Transaction Documents. Tenant, its lenders, and its title insurance company may rely upon a faxed, scanned or otherwise electronically reproduced fully-executed copy of this document as if it were an original.
9. This document can only be amended or modified by addendum or an amendment that is fully executed and notarized by all Affiants listed hereunder.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

AFFIANT NO. 1

WITNESS

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Date: _____

Title: (*circle one*) Member, Partner, Director, Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest: _____%

Signature: _____

Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 201____, before me, _____
the undersigned Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed
to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity
upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

Print Name: _____

My commission expires: _____

[SEAL]

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

AFFIANT NO. 2

WITNESS

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Date: _____

Title: (*circle one*) Member, Partner, Director, Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest: _____%

Signature: _____

Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 201____, before me, _____
the undersigned Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed
to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity
upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

Print Name: _____

My commission expires: _____

[SEAL]

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

AFFIANT NO. 3

WITNESS

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Date: _____

Title: (*circle one*) Member, Partner, Director, Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest: _____%

Signature: _____

Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 201____, before me, _____
the undersigned Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed
to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity
upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

Print Name: _____

My commission expires: _____

[SEAL]

]

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

AFFIANT NO. 4

WITNESS

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Date: _____

Title: (*circle one*) Member, Partner, Director, Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest: _____%

Signature: _____

Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 201____, before me, _____
the undersigned Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed
to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity
upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

Print Name: _____

My commission expires: _____

[SEAL]

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

AFFIANT NO. 5

WITNESS

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Date: _____

Title: (*circle one*) Member, Partner, Director, Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest: _____%

Signature: _____

Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 201____, before me, _____
the undersigned Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed
to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity
upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

Print Name: _____

My commission expires: _____

[SEAL]

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

AFFIANT NO. 6

WITNESS

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Date: _____

Title: (*circle one*) Member, Partner, Director, Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest: _____%

Signature: _____

Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 201____, before me, _____
the undersigned Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed
to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity
upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

Print Name: _____

My commission expires: _____

[SEAL]





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

F.8.

Meeting Date: 11/20/2017

Prepared By: Zachary Flores, Police Chief

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 6308**

Authorizing the Purchase of Three Chevrolet Tahoe Police Patrol Vehicles for the Sherman Police Department from Caldwell Country through the Texas Local Government Purchasing Cooperative (BuyBoard)

Issue:

Authorizing the purchase of three (3) Chevrolet Tahoe Police Patrol Vehicles from Caldwell Country via the BuyBoard

Background:

The Sherman Police Department, as part of its program to maintain a serviceable emergency use ready fleet of patrol vehicles, has budgeted for the purchase of three (3) Chevrolet Tahoes in fiscal year (FY) 2017-2018. The estimated cost for the purchase of these three (3) vehicles is \$94,705.00. This total excludes the cost of equipment for the vehicles, which will be purchased later from a different vender at a total cost of about \$40,000.00.

The Texas Local Government Purchasing Cooperative was created to increase the purchasing power of government entities and to simplify their purchasing by using a customized electronic purchasing system called the BuyBoard.

Origination:

Sherman Police Department

Financial Consideration:

Funds for this purchase, approved in the FY 2017-2018 budget, total \$142,600.00.

Staff Recommendation:

It is recommended that the City Council authorize the purchase of the three (3) Chevrolet Tahoes.

Alternatives:

As may be recommended by City Council

Attachments

Resolution No. 6308

Vehicles Quote

BuyBoard Interlocal Participation Agreement

RESOLUTION NO. 6308

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF THREE CHEVROLET TAHOE POLICE PATROL VEHICLES FOR THE SHERMAN POLICE DEPARTMENT FROM CALDWELL COUNTRY THROUGH THE TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE (BUYBOARD); FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed to purchase from Caldwell Country of Caldwell, Texas, through the Texas Local Government Purchasing Cooperative (BuyBoard) three new Chevrolet Tahoe Police Patrol Vehicles for use within the Sherman Police Department, at a total price of Ninety-Four Thousand Seven Hundred Five Dollars and No Cents (\$94,705.00), in accordance with the provisions of the BuyBoard proposal and the terms and conditions of the Interlocal Participation Agreement, both attached hereto and made a part hereof for all purposes. Any agreements related to the purchase must be approved by the City Attorney. Funds for this purchase are being committed out of the City of Sherman's fiscal year 2017-2018 budget.

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

PASSED AND APPROVED on this the _____ day of _____, 2017.

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**

QUOTE# 001

CONTRACT PRICING WORKSHEET

End User: CITY OF SHERMAN			Contractor: CALDWELL COUNTRY		
Contact Name: OTIS HENRY JARENA CAPPS			CALDWELL COUNTRY		
Email: OTISH@CI.SHERMAN.TX.US JARENAC@CI.SHERMAN.TX.US			Prepared By: Averyt Knapp		
Phone #: 903-892-7249 903-892-7397			Email: aknapp@caldwellcountry.com		
Fax #: 903-892-7395			Phone #: 800-299-7283 or 979-567-6116		
Location City & State: SHERMAN, TX			Fax #: 979-567-0853		
Date Prepared: OCTOBER 4, 2017			Address: P. O. Box 27, Caldwell, TX 77836		
Contract Number: BUY BOARD #521-16			Tax ID # 14-1856872		
Product Description: 2018 CHEVROLET TAHOE PPV CC15706					
A Base Price (\$31,435) & Options:					\$31,435
B Fleet Quote Option:					
Code	Description	Cost	Code	Description	Cost
	LH SPOTLIGHT, PPV, DUAL BATTERIES, LOCKING REAR AXLE DIFFERENTIAL, 5.3LV8, 6-SPD AUTOMATIC, REAR WHEEL DRIVE, FRONT/REAR AIR CONDITION, CLOTH BUCKET FRONT/CLOTH REAR BENCH, FULL RUBBER FLOOR, TILT, CRUISE, POWER SEAT, POWER WINDOWS, POWER LOCKS, POWER MIRRORS, REAR DEFOGGER, KEYLESS ENTRY, FULL SIZE SPARE TIRE, AM/FM-STEREO MYLINK (4GLTE CAPABILITY) W-BLUE TOOTH, RUNNING BOARDS, DEEP TINT GLASS, SINGLE KEY FLEET (6E2), REAR VIEW CAMERA & SENSORS, DELIVERY	INCL			
	GM WARRANTY 5YR/100,000 POWERTRAIN @ N/C	INCL		CALDWELL COUNTRY	
				PO BOX 27	
		INCL		CALDWELL, TEXAS 77836	
Subtotal B					INCL
C Unpublished Options					

Code	Description	Cost	Code	Description	Cost
Subtotal C					
D Other Price Adjustments (Installation, Delivery, Etc...)					
Subtotal D					INCL
E Unit Cost Before Fee & Non-Equipment Charges (A+B+C+D)					\$31,435
Quantity Ordered					3
X					
Subtotal E					\$94,305
F Non-Equipment Charges (Trade-In, Warranty, Etc...)					
BUY BOARD \$400 PER PURCHASE ORDER					\$400
G. Color of Vehicle: BLACK					
H. Total Purchase Price (E+F)					\$94,705
				Estimated Delivery Date:	90 DAYS APPX

RECEIVED JUL 15 2002

YOUR COPY

INTERLOCAL PARTICIPATION AGREEMENT

RECEIVED JUL 15 2002

for the

Texas Local Government Purchasing Cooperative

This Interlocal Participation Agreement ("Agreement") is made and entered into by and between the Texas Local Government Purchasing Cooperative ("Cooperative"), an administrative agency of cooperating local governments, acting on its own behalf and the behalf of all participating local governments, and the undersigned local government of the State of Texas ("Cooperative Member"). The purpose of this Agreement is to facilitate compliance with state bidding requirements, to identify qualified vendors of commodities, goods and services, to relieve the burdens of the governmental purchasing function, and to realize the various potential economies, including administrative cost savings, for Cooperative Members.

WITNESSETH:

WHEREAS, the Cooperative Members are authorized by Chapter 791, et seq., The Interlocal Cooperation Act of the Government Code ("the Act"), to agree with other local governments to form purchasing cooperatives; and

WHEREAS, the Cooperative is an administrative agency of local governments cooperating in the discharge of their governmental functions; and

WHEREAS, the Cooperative Member does hereby adopt the Organizational Interlocal Agreement, together with such amendments as may be made in the future, reflecting the evolving mission of the Cooperative and further agrees to become an additional party to that certain Organizational Interlocal Agreement promulgated on the 26th day of January, 1998.

NOW, THEREFORE, BE IT RESOLVED that the undersigned Cooperative Member in consideration of the agreement of the Cooperative and the Cooperative Members to provide services as detailed herein does agree to the following terms, conditions, and general provisions.

In return for the payment of the contributions and subject to all terms of this Agreement, the parties agree as follows:

TERMS AND CONDITIONS

1. **Adopt Organizational Interlocal Cooperation Agreement.** The Cooperative Member by the adoption and execution of this Agreement hereby adopts and approves the Organizational Interlocal Agreement dated January 26, 1998, together with such amendments as may be made in the future and further agrees to become a Cooperative Member.
2. **Term.** The initial term of this Agreement shall commence at 12:01 a.m. on the date executed and signed and shall automatically renew for successive one-year terms unless sooner terminated in accordance with the provisions of this Agreement. The terms, conditions, and general provisions set forth below shall apply to the initial term and all renewals.
3. **Termination.**
 - a. By the Cooperative Member. This Agreement may be terminated by the Cooperative Member at any time by thirty (30) days prior written notice to the Cooperative; provided all charges owed to the Cooperative and any vendor have been fully paid.
 - b. By the Cooperative. The Cooperative may terminate this Agreement by:
 1. Giving ten (10) days notice by certified mail to the Cooperative Member if the Cooperative Member fails or refuses to make the payments or contributions as herein provided; or
 2. Giving thirty (30) days notice by certified mail to the Cooperative Member.

- c. **Termination Procedure.** If the Cooperative Member terminates its participation during the term of this Agreement or breaches this Agreement, or if the Cooperative terminates participation of the Cooperative Member under any provision of this Article, the Cooperative Member shall bear the full financial responsibility for any purchases occurring after the termination date, and for any unpaid charges accrued during its term of membership in the Cooperative. The Cooperative may seek the whole amount due, if any, from the terminated Cooperative Member. The Cooperative Member will not be entitled to a refund of membership dues paid.
4. **Payments.**
- a. The Cooperative Member agrees to pay membership fees based on a plan developed by the Cooperative. Membership fees are payable by Cooperative Member upon receipt of an invoice from the Cooperative, Cooperative Contractor or vendor. A late charge amounting to the maximum interest allowed by law, but not less than the rate of interest under Section 2251.021, et seq., Texas Government Code, shall begin to accrue daily on the 31st day following the due date and continue to accrue until the contribution and late charges are paid in full. The Cooperative reserves the right to collect all funds that are due to the Cooperative in the event of termination by Cooperative Member or breach of this Agreement by Cooperative Member.
 - b. The Cooperative Member will make timely payments to the vendor for the goods, materials and services received in accordance with the terms and conditions of the Invitation to Bid and related procurement documents. Payment for goods, materials and services and inspections and acceptance of goods, materials and services ordered by the procuring party shall be the exclusive obligation of the procuring Cooperative Member.
5. **Cooperative Reporting.** The Cooperative will provide periodic activity reports to the Cooperative Member. These reports may be modified from time to time as deemed appropriate by the Cooperative.
6. **Administration.** Cooperative Member will use the BuyBoard purchasing application in accordance with instruction from the Cooperative; discontinue use upon termination of participation; maintain confidentiality and prevent unauthorized use; maintain equipment, software and testing to operate the system at its own expense; report all purchase orders generated to Cooperative or its designee in accordance with instructions of the Cooperative; and make a final accounting to Cooperative upon termination of membership.
7. **Amendments.** The Board may amend this agreement, provided that notice is sent to each participant at least 60 days prior to the effective date of any change described in such amendment which, in the opinion of the Board, will have a material effect on the Cooperative Members participation in the Cooperative.

GENERAL PROVISIONS

- 1. **Authorization to Participate.** Each Cooperative Member represents and warrants that its governing body has duly authorized its participation in the Cooperative.
- 2. **Bylaws.** The Cooperative Member agrees to abide by the Bylaws of the Cooperative, as they may be amended, and any and all reasonable policies and procedures established by the Cooperative.
- 3. **Compensation.** The parties agree that the payments under this Agreement and all related exhibits and documents are amounts that fairly compensate the Cooperative for the services or functions performed under the Agreement, and that the portion of gross sales paid by participating vendors enables the Cooperative to pay the necessary licensing fees, marketing costs, and related expenses required to operate a statewide system of electronic commerce for the local governments of Texas.
- 4. **Cooperation and Access.** The Cooperative Member agrees that it will cooperate in compliance with any reasonable requests for information and/or records made by the Cooperative. The Cooperative reserves the right to audit the relevant records of any Cooperative Member. Any breach of this Article shall be considered material and shall make the Agreement subject to termination on ten (10) days written notice to the Cooperative Member.

5. **Coordinator.** The Cooperative Member agrees to appoint a program coordinator who shall have express authority to represent and bind the Cooperative Member, and the Cooperative will not be required to contact any other individual regarding program matters. Any notice to or any agreements with the coordinator shall be binding upon the Cooperative Member. The Cooperative Member reserves the right to change the coordinator as needed by giving written notice to the Cooperative. Such notice is not effective until actually received by the Cooperative.
6. **Current Revenue.** The Cooperative Member hereby warrants that all payments, contributions, fees, and disbursements required of it hereunder shall be made from current revenues budgeted and available to the Cooperative Member.
7. **Defense and Prosecution of Claims.** The Cooperative Member authorizes the Cooperative to regulate the commencement, defense, intervention, or participation in a judicial, administrative, or other governmental proceeding or in an arbitration, mediation, or any other form of alternative dispute resolution, or other appearances of the Cooperative and/or any past or current Cooperative Member in any litigation, claim or dispute, and to engage counsel and appropriate experts, in the Cooperative's sole discretion, with respect to such litigation, claim or disputes. The Cooperative Member does hereby agree that any suit brought against the Cooperative or a Cooperative Member may be defended in the name of the Cooperative or the Member by the counsel selected by the Cooperative, in its sole discretion, or its designee, on behalf of and at the expense of the Cooperative as necessary for the prosecution or defense of any litigation. Full cooperation by the Cooperative Member shall be extended to supply any information needed or helpful in such prosecution or defense. Subject to specific revocation, the Cooperative Member hereby designates the Cooperative to act as a class representative on its behalf in matters arising out of this Agreement.
8. **Governance.** The Board of Trustees (Board) will govern the Cooperative in accordance with the Bylaws. Travis County, Texas will be the location for filing any dispute, claim or lawsuit.
9. **Limitations of Liability.** COOPERATIVE, ITS ENDORSERS (TEXAS ASSOCIATION OF SCHOOL BOARDS, TEXAS ASSOCIATION OF COUNTIES, AND TEXAS MUNICIPAL LEAGUE) AND SERVICING CONTRACTOR (TEXAS ASSOCIATION OF SCHOOL BOARDS) DO NOT WARRANT THAT THE OPERATION OR USE OF COOPERATIVE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. COOPERATIVE, ITS ENDORSERS AND SERVICING CONTRACTORS, HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE PARTIES AGREE THAT IN REGARD TO ANY AND ALL CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER UNDER ANY CIRCUMSTANCES FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
10. **Merger.** This Interlocal Participation Agreement, Terms and Conditions, and General Provisions, together with the Bylaws, Organizational Interlocal Agreement, and Exhibits, represents the complete understanding of the Cooperative, and Cooperative Member electing to participate in the Cooperative.
11. **Notice.** Any written notice to the Cooperative shall be made by first class mail, postage prepaid, and delivered to the Associate Executive Director Financial Planning, Texas Association of School Boards, Inc., P.O. Box 400, Austin, Texas 78767-0400.
12. **Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and venue shall lie in Travis County, Texas.
13. **Warranty.** By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action required to enter into and perform the terms of this Agreement.

IN WITNESS WHEREOF, the parties, acting through their duly authorized representatives, sign this Agreement as of the date indicated.

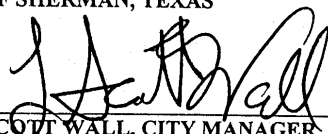
TO BE COMPLETED BY THE COOPERATIVE:

TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE, as acting on behalf of all other Cooperative Members

By:  Date: 7-15-02
Gerald Brashears, Cooperative Administrator

TO BE COMPLETED BY COOPERATIVE MEMBER:

CITY OF SHERMAN, TEXAS

By:  Date: 5/28/2002
L. SCOTT WALL, CITY MANAGER

Coordinator for the Cooperative Member is:

Name: MARYANN WINKLER
Address: 405 N. RUSK STREET
SHERMAN, TEXAS 75090
Phone: (903) 892-7285
Fax: (903) 891-0255
Email: PURCH@TEXOMA.NET



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

F.9.

Meeting Date: 11/20/2017

Prepared By: Scott Shadden, Director of Developmental Services

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 6309**

Authorizing Execution of an Agreement with Young Enterprises, LP for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 724 South Montgomery Street

Issue:

This item is to consider property tax abatement for the construction of a new single-family residence at 724 South Montgomery Street.

Background:

Several years ago, the City Council began a residential tax abatement program to encourage the redevelopment of older sections of town. This application is for the construction of a new single-family residence at this location. This lot is in the current designated zone for residential tax abatement.

Origination:

Young Enterprises, LP, Owner

Financial Consideration:

A \$75.00 application fee has been received for this residential lot. If granted, the initial abatement for this property will be approximately \$334.80 annually.

Staff Recommendation:

The staff recommends approval of this abatement since it meets the requirements of the process.

Alternatives:

The City Council could decide against granting this abatement.

Attachments

Resolution No. 6309

Residential Tax Abatement Agreement

Application

Warranty Deed

Building Permit

Site Plan

Location Map

Photo

Reinvestment Zone Map

RESOLUTION NO. 6309

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT WITH YOUNG ENTERPRISES, LP FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 724 SOUTH MONTGOMERY STREET; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to receipt of a fully-executed agreement from Young Enterprises, LP and subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute an agreement with Young Enterprises, LP for the abatement of ad valorem property taxes for a period of ten (10) years, for the construction of one (1) new single-family residence at 724 South Montgomery Street, lying within the City of Sherman's Residential Tax Reinvestment Zone, in accordance with the City's policies and procedures established for this purpose.

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 _____, 2017.

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**

THE STATE OF TEXAS §
 §
COUNTY OF GRAYSON §

AGREEMENT

THIS AGREEMENT, entered into by and between the **CITY OF SHERMAN, TEXAS**, a home rule city and municipal corporation of the State of Texas, duly acting herein by and through its City Manager, hereinafter referred to as CITY, and **YOUNG ENTERPRISES, LP**, hereinafter referred to as OWNER,

WITNESSETH:

WHEREAS, on the 18th day of April, 2011, the City Council of Sherman, Texas, passed Ordinance No. 5692 establishing a reinvestment zone for residential tax abatement, as authorized by Chapter 312 of the Texas Tax Code, as amended, hereinafter referred to as CODE; and

WHEREAS, the CITY has adopted a resolution (Resolution No. 6210) stating that it elects to be eligible to participate in a residential tax abatement program; and

WHEREAS, the CITY desires to create the proper economic and social environment to induce the investment of private resources in real estate construction located in incorporated areas of the CITY; and

WHEREAS, the CITY hereby finds that it may effectively encourage and assist the creation of such an environment by participating in tax abatement pursuant to the CITY; and

WHEREAS, the CITY has created a reinvestment zone within its jurisdiction to induce the investment of private resources in real estate construction located in incorporated areas of the CITY, and OWNER has agreed to construct certain real property improvements; and

WHEREAS, OWNER is prepared to comply with the provisions of the CITY'S guidelines and criteria enacted the 18th day of April, 2011;

NOW, THEREFORE, WITNESS THIS TAX ABATEMENT AGREEMENT which provides as follows:

I.

1.01 To the extent authorized by the Texas Constitution and by the Tax Code, CITY hereby agrees to exempt from City of Sherman taxation a portion of the increase in value of taxable real property of OWNER in the CITY over the same real property and its value as calculated by the Grayson Appraisal District for ad valorem property tax purposes in accordance with the following schedule. Such tax exemption shall be in effect for tax years beginning January 1, 2017, and continuing for tax years 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024,

2025 and 2026, with same constituting ten (10) tax years. However, nothing contained herein shall be construed to grant an abatement of taxes to be assessed based on the change of use of the property from an agricultural use to another use, sometimes referred to as rollback taxes, penalties or interest. In the event rollback taxes are applicable for the real property utilized by OWNER, then such increase in value of taxable property resulting from such rollback shall be used as the tax value for such property for the tax year 2017, sometimes referred to herein as the Base Tax Year.

SCHEDULE OF TAXES ASSESSED

<u>TAX YEAR</u>	<u>ABATEMENT</u>
2017	100%
2018	100%
2019	100%
2020	100%
2021	100%
2022	100%
2023	80%
2024	60%
2025	40%
2026	20%

II.

2.01 OWNER warrants and represents that the real property upon which OWNER has constructed or will construct improvements is qualified property within the meaning of that Act, and that such has been and will remain eligible for tax abatement under the provisions of the Property Redevelopment and Tax Abatement Act, Sections 312.001, et seq., Texas Tax Code.

2.02 To continue to qualify for tax abatement under the terms of this Agreement, OWNER hereby warrants and represents that the improvements made by OWNER on the real property described herein are for residential use.

2.03 The tax abatement granted under the terms of the Agreement shall only be implemented if appraised value of all real property and improvements located thereon owned by OWNER and lying within designated zone exceeds the base year value. The OWNER agrees that Grayson Appraisal District shall, at reasonable times upon reasonable notice, have access to the property made the subject of this Agreement, and that the above set forth inspectors shall be able to inspect the property to insure that the improvements are being made in accordance with the terms and conditions hereof and utilized in accordance with this Agreement.

III.

3.01 The term of this Agreement shall be for tax years 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025 and 2026, as indicated above in paragraph 1.01.

IV.

4.01 The kind, number and location of all proposed property improvements are set forth as follows:

Construction of one (1) new single-family residence at 724 South Montgomery Street, Sherman, Texas, and as more particularly described by the following:

BEING Lot 3, Block 4, Robert A. King's Addition

5.01 OWNER agrees that, should he fail to make improvements substantially as described or fail to perform any other term or covenant hereof, CITY shall have the right, after giving notice and opportunity to cure as hereinafter set out, to recapture all tax revenue on said property in the zone lost as a result of this Agreement for the entire term of the Agreement. Such recapture shall mean that all of such property shall be taxed at the full improved value as assessed by the Grayson Appraisal District for all years this Agreement has been in effect. The payment of such recaptured taxes minus any taxes paid by OWNER during the years this Agreement has been in force shall be due January 1 of the next following year and shall be delinquent if not paid on or prior to January 31st. Penalties and interest shall be calculated thereafter as if all taxes had become due in the same year. The CITY agrees prior to enforcement of the terms of this paragraph to give 120 days written notice to the address shown below of OWNER'S default in completing the improvements called for in this Agreement, and OWNER shall have the right to cure such default within the 120-day period.

VI.

6.01 This Agreement shall inure to the benefit of CITY and OWNER, and shall be binding upon them, their heirs, successors and assigns. It is specifically provided and agreed that the right to tax abatement shall inure to the benefit of subsequent owners so long as the term and conditions of this Agreement are in effect.

VII.

7.01 CITY agrees that this Agreement may be assigned and the improvements leased or sub-leased, without any further necessity for consent, by the OWNER to any person, firm or corporation.

VIII.

8.01 At any time before the expiration of the term hereof, this Agreement may be modified by the mutual action of the parties hereto to include other provisions that could have been included in the original agreement or to delete provisions that were not necessary to the original agreement. Such modification must be in writing and signed by all the parties hereto and made by the same procedure by which the original Agreement was approved and executed. In no event may the original Agreement be modified so as to extend the term beyond the original term of this Agreement.

IX.

9.01 This Agreement shall be construed subject to the laws of the State of Texas, and particularly to the Property Redevelopment and Tax Abatement Act, Chapter 312 of the Texas Tax Code.

9.02 All appraisal values for real property shall be made by the Grayson Appraisal District or such other entity as may succeed or replace such District.

9.03 OWNER is hereby notified that the Grayson Appraisal District may impose additional requirements which must be met in order for OWNER to realize the benefit of tax abatement and this Agreement. Contact should be made by OWNER with the District in person at 512 North Travis Street, Sherman, Texas, or by telephone at (903) 893-9673.

X.

10.01 This Agreement is subject to all provisions of all outstanding bond issues of CITY. To the extent that this Tax Abatement Agreement conflicts with any of the provisions of such bond issues, such bond issues and attendant documents thereto shall control.

XI.

11.01 This Tax Abatement Agreement is specifically subject to present laws of the State of Texas and any future laws enacted subsequent to the execution of this Agreement which may provide retroactively for a modification of Agreements of this type as a matter of law. Upon the effective date of any such law, then this Agreement shall automatically be so modified.

XII.

12.01 Notices required by this Agreement shall be mailed to the following addresses as same may be in the future changed by either party upon written notice to the other:

City of Sherman
P.O. Box 1106
Sherman, Texas 75091-1106
(903) 892-7200

Young Enterprises, LP
PO Box 517
Sherman, TX 75091
(903) 892-1508

Copy to: Grayson Appraisal District
512 North Travis Street
Sherman, Texas 75090
(903) 893-9673

This Agreement is performable in Grayson County, Texas. Witness our hands on this the _____ day of _____, 2017.

CITY:
CITY OF SHERMAN, TEXAS

OWNER:
YOUNG ENTERPRISES, LP

BY: _____
ROBBY HEFTON
CITY MANAGER

BY: _____
TODD YOUNG

ATTEST:

BY: _____
LINDA ASHBY
CITY CLERK

APPROVED AS TO FORM
AND CONTENT:

BY: _____
BRANDON S. SHELBY
CITY ATTORNEY

THE STATE OF TEXAS §
COUNTY OF GRAYSON §

BEFORE ME, the undersigned authority, on this day personally appeared **TODD YOUNG, YOUNG ENTERPRISES, LP** known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein express.

GIVEN UNDER MY HAND and seal of office this _____ day of _____, 2017 A.D.

NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS

**CITY OF SHERMAN
APPLICATION FOR RESIDENTIAL TAX ABATEMENT**

Property Owner:

Name: Young ENTERPRISES LP

Mailing Address: PO BOX 517 SHERMAN, TX 75091

Telephone Number: 903.892.1528

Contact (if different than owner):

Name: Todd Young

Mailing Address: _____

Telephone Number: _____

Property:

Physical Address: ~~400~~ 724 S. MONTGOMERY

Summary Legal Description: Lot: 3 Block: 4 Addition: KING RA

Full Legal Description: Include as an attachment a full legal description with metes and bounds.

Improvements:

Type of Improvements (please check one). New Construction: ☒ Remodeling: _____

Estimated Value of Improvements: \$90,000

Estimated Date of Start of Construction: 10/1/17

Estimated Date of Completion of Project: 1/30/17

Description of Project: NEW RESIDENTIAL CONSTRUCTION - AFFORDABLE HOUSING

Applicant(s): Todd Young Date: 9/20/17

Date: _____



VG-286-2017-18971

Grayson County
Wilma Bush
County Clerk

0125595 IND

Instrument Number: 2017 - 18971

Real Property Recordings

Recorded On: August 25, 2017 03:13 PM

Number of Pages: 5

Parties: GARCIA HERIBERTO ETAL

" Examined and Charged as Follows: "

Total Recording: \$28.00

***** THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 18971
Receipt Number: 20170825000138
Recorded Date/Time: August 25, 2017 03:13 PM
User: Regina F
Station: CLERK07

Record and Return To:

RED RIVER TITLE CO
421 N CROCKETT ST
SHERMAN TX 75090



STATE OF TEXAS
COUNTY OF GRAYSON

I hereby certify that this Instrument was FILED In the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Grayson County, Texas.

Wilma Bush
County Clerk
Grayson County, TX

0125595

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

GENERAL WARRANTY DEED

THE STATE OF TEXAS §
 § **KNOW ALL BY THESE PRESENTS: THAT**
COUNTY OF GRAYSON §

HERIBERTO GARCIA A/K/A HERIBERTO GARCIA MUNOZ A/K/A HERIBERTO MUNOZ-GARCIA, A MARRIED MAN, NOT JOINED HEREIN BY MY SPOUSE AS THE PROPERTY HEREIN CONVEYED CONSTITUTES NO PART OF OUR HOMESTEAD ("Grantor"), whose mailing address is 202 E. Wilson, Sherman, Texas 75092, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) cash and other good and valuable consideration to Grantor in hand paid by **YOUNG ENTERPRISES, L.P., a Texas limited partnership ("Grantee"),** whose mailing address is 5414 Hwy 1417N, Sherman, Texas 75092, the receipt and sufficiency of which consideration is hereby acknowledged and confessed, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY, unto Grantee, the following real property, together with all improvements thereon (the "Property"):

TRACT ONE:

BEING LOT THREE-R (3R), IN BLOCK FOUR (4) OF THE REPLAT OF LOTS FIVE, SIX, SEVEN, AND THE NORTH 65 FEET OF LOT EIGHT, BLOCK FOUR, OF THE W. D. FITCH ADDITION, AN ADDITION TO THE CITY OF SHERMAN, TEXAS, AS SHOWN BY PLAT OF RECORD IN VOLUME 19, PAGE 17, PLAT RECORDS, GRAYSON COUNTY, TEXAS.

TRACT TWO:

BEING LOT FOUR-R (4R), IN BLOCK FOUR (4) OF THE REPLAT OF LOTS FIVE, SIX, SEVEN, AND THE NORTH 65 FEET OF LOT EIGHT, BLOCK FOUR, OF THE W. D. FITCH ADDITION, AN ADDITION TO THE CITY OF SHERMAN, TEXAS, AS SHOWN BY PLAT OF RECORD IN VOLUME 19, PAGE 17, PLAT RECORDS, GRAYSON COUNTY, TEXAS.

TRACT THREE:

BEING LOT FIVE-R (5R) IN BLOCK FOUR (4) OF THE REPLAT OF LOTS FIVE, SIX, SEVEN, AND THE NORTH 65 FEET OF LOT EIGHT, BLOCK FOUR, OF THE W. D. FITCH ADDITION, AN ADDITION TO THE CITY OF SHERMAN, TEXAS, AS SHOWN BY PLAT OF RECORD IN VOLUME 19, PAGE 17, PLAT RECORDS, GRAYSON COUNTY, TEXAS.

TRACT FOUR:

BEING LOT 3, BLOCK 4, ROBERT A. KING'S ADDITION TO THE CITY OF SHERMAN, TEXAS, AS SHOWN BY PLAT OF RECORD IN VOLUME 24, PAGE 559, DEED RECORDS, GRAYSON COUNTY, TEXAS.

TRACT FIVE:

BEING LOT TWO-R (2R) IN BLOCK FOUR (4) OF THE REPLAT OF LOTS FIVE, SIX, SEVEN, AND THE NORTH 65 FEET OF LOT EIGHT, BLOCK FOUR, OF THE W. D. FITCH ADDITION, AN ADDITION TO THE CITY OF SHERMAN, TEXAS, AS SHOWN BY PLAT OF RECORD IN VOLUME 19, PAGE 17, PLAT RECORDS, GRAYSON COUNTY, TEXAS.

TRACT SIX:

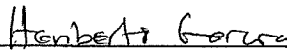
SITUATED IN GRAYSON COUNTY, TEXAS, BEING A PART OF BLOCK "B", STAPLES ADDITION TO THE CITY OF SHERMAN, TEXAS, CONTAINING 6,292 SQUARE FEET OF LAND, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in any way belonging to have and to hold unto Grantee, and Grantee's heirs, successors and assigns, forever; and Grantor does hereby bind itself and its heirs and successors to **WARRANT AND FOREVER DEFEND** all and singular the Property unto Grantee, Grantee's heirs, successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, provided, however, that this conveyance is made by Grantor and accepted by Grantee subject to (i) the liens securing payment of ad valorem taxes for the current and all subsequent years and (ii) easements, liens, reservations, covenants, conditions, and restrictions of record in **Grayson County, Texas**, or visible or apparent on the ground to the extent the foregoing affect the Property. By acceptance of this deed, Grantee assumes and agrees to perform all of the obligations of Grantor under said easements, reservations, covenants, conditions and restrictions, and agrees to pay and indemnifies and agrees to hold Grantor harmless from and against all ad valorem taxes relating to the Property, for the current and all subsequent years.

When the context requires, singular nouns and pronouns include the plural.

EXECUTED AS OF AND EFFECTIVE the 25th day of August, 2017.

GRANTOR:


HERIBERTO GARCIA A/K/A HERIBERTO
GARCIA MUNOZ A/K/A HERIBERTO
MUNOZ-GARCIA

ACKNOWLEDGEMENT

STATE OF TEXAS

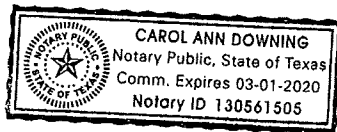
§

COUNTY OF Grayson

§

§

Before me, a Notary Public, on the 25 day of August, 2017, personally appeared **HERIBERTO GARCIA A/K/A HERIBERTO GARCIA MUNOZ A/K/A HERIBERTO MUNOZ-GARCIA**, who acknowledged that he did sign the foregoing instrument, and acknowledged to me that he executed the same for the uses and purposes and consideration therein expressed.



CAD
Notary Public, State of Texas

PREPARED IN THE LAW OFFICE OF:

THE HAY LEGAL GROUP PLLC
611 W. 5th Street, Suite 300
Austin, TX 78701

EXHIBIT A

SITUATED in the County of Grayson, State of Texas, and being a part of Block "B", Staples Addition to the City of Sherman, Texas, as per plat of record in Volume 170, Page 256, Deed Records, Grayson County, Texas, and being all of the 6,300 sq. ft. tract of land conveyed to Heriberto Munoz-Garcia by Center Church of Denison, Inc. by Warranty Deed dated October 20, 2014 and recorded in Volume 5534, Page 162, Official Public Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows, to-wit:

BEGINNING at a 1/2 inch capped rebar set stamped "RPLS 6578" at the intersection of the South line of Staples Street, a public street with the East line of a 20 ft. alley, at the Northwest corner of both said Block "B" and said Munoz-Garcia tract;

THENCE North 74 deg. 00 min. 00 sec. East, with the South line of said Staples Street and the North line of both said Block "B" and said Munoz-Garcia tract, a distance of 59.80 ft. to a 1/2 inch capped rebar set stamped "RPLS 6578" at the most Northerly Northwest corner of the 0.940 ac. tract of land conveyed to David Ashley in Volume 3753, Page 425, said Official Public Records, at the Northeast corner of said Munoz-Garcia tract, said rebar being South 74 deg. 00 min. 00 sec. West, 150.00 ft. from a railroad spike found at the Northeast corner of both said Block "B" and said Ashley 0.940 ac.;

THENCE South 16 deg. 00 min. 00 sec. East, over and across said Block "B", with a West line of said Ashley 0.940 ac., a distance of 105.22 ft. to a 1/2 inch rebar found at an Ell corner of said Ashley 0.940 ac., at the Southeast corner of said Munoz-Garcia tract;

THENCE South 74 deg. 00 min. 00 sec. West, continuing over and across said Block "B", with a North line of said Ashley 0.940 ac. and the South line of said Munoz-Garcia tract, a distance of 59.80 ft. to a 1/2 inch capped rebar set stamped "RPLS 6578" in the East line of said Alley, in the West line of said Block "B", at the most Westerly Northwest corner of said Ashley 0.940 ac., at the Southwest corner of said Munoz-Garcia tract;

THENCE North 16 deg. 00 min. 00 sec. West, with the East line of said alley and the West line of both said Block "B" and said Munoz-Garcia tract, a distance of 105.22 ft. to the **PLACE OF BEGINNING** and containing **6,292 SQUARE FEET** of land.

CITY OF SHERMAN

RESIDENTIAL BUILDING PERMIT

PERMIT #: 171808

SUBCONTRACTOR: YOUNG ENTERPRISES LP

DATE ISSUED: 9/11/2017

PROJECT ADDRESS: 724 S MONTGOMERY ST
PARCEL ID: 163566
SUBDIVISION:

LOT #:
BLK #:
ZONE ORD: R-1 ONE FAMILY RESIDENTIAL

ISSUED TO: YOUNG ENTERPRISES LP
ADDRESS: PO BOX 517
CITY, ST ZIP: SHERMAN TX 75091-0517
PHONE: 903-271-1417

CONTRACTOR: HERIBERTO MUNOZ GARCIA
ADDRESS: 122 E WILSON AVE
CITY, ST ZIP: SHERMAN TX 750908948
PHONE: 903-819-6027

PROP. USE: ONE FAMILY RESIDENTIAL
WORK: NEW RESIDENTIAL CONSTRUCTION
VALUATION: \$ 86,500.00
OCCP TYPE: ONE FAMILY RESIDENTIAL
CNST TYPE: WOOD FRAME

SQ FT: 1,277.00
BEDROOMS: 3

BATHROOMS: 2
STORIES: 1

FEE CODE	DESCRIPTION	AMOUNT
BLD10	RESIDENTIAL STORMWATER MGMT	\$ 25.00
TOTAL		\$ 25.00

NOTES:

NOTICE

THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS, OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF 6 MONTHS AT ANY TIME AFTER WORK IS STARTED.

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS DOCUMENT AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND ORDINANCES GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO VIOLATE OR CANCEL THE PROVISION OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.

(SIGNATURE OF CONTRACTOR OR AUTHORIZED AGENT)

9/11/17
DATE

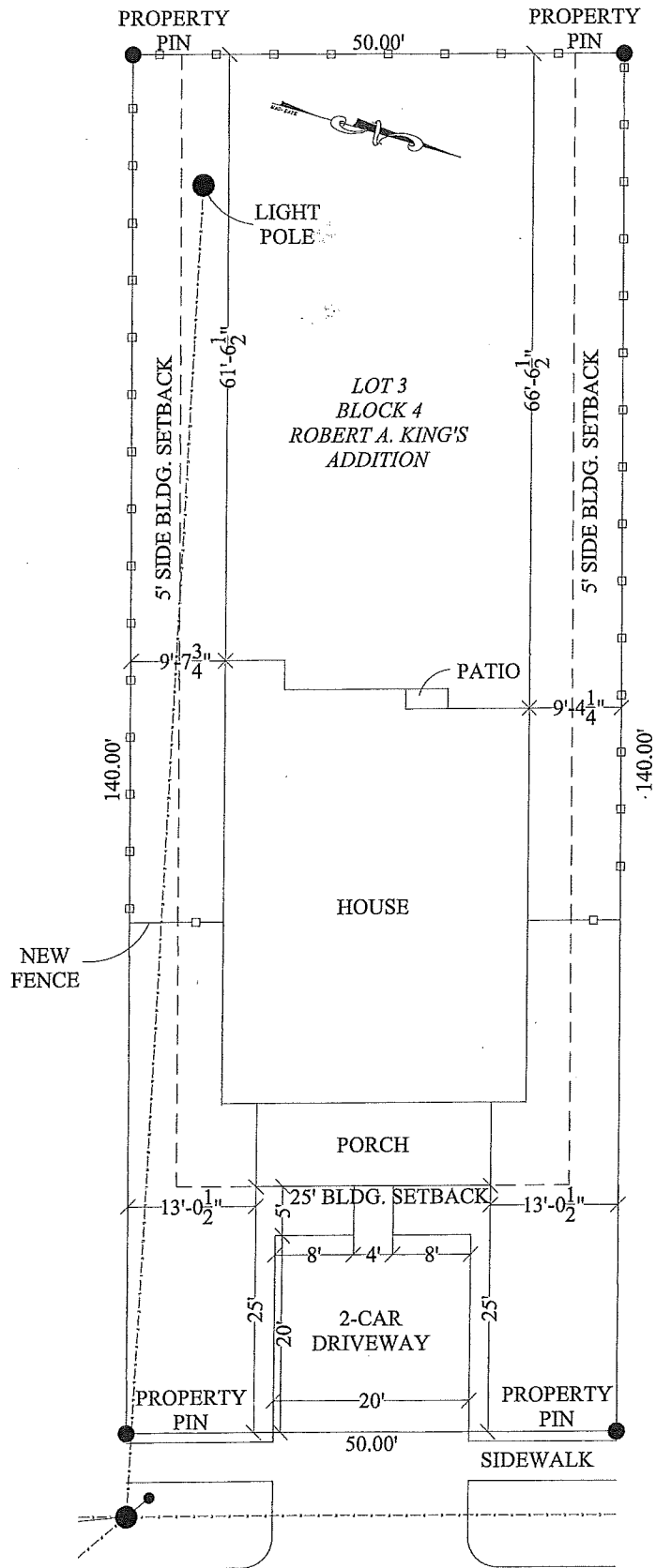
(APPROVED BY) FLOOD PLAIN ADMINISTRATOR

9/12/17
DATE

(APPROVED BY) BUILDING & ZONING

11/7/17
DATE

20' ALLEY



MOONTGOMERY
STREET



724 South Montgomery

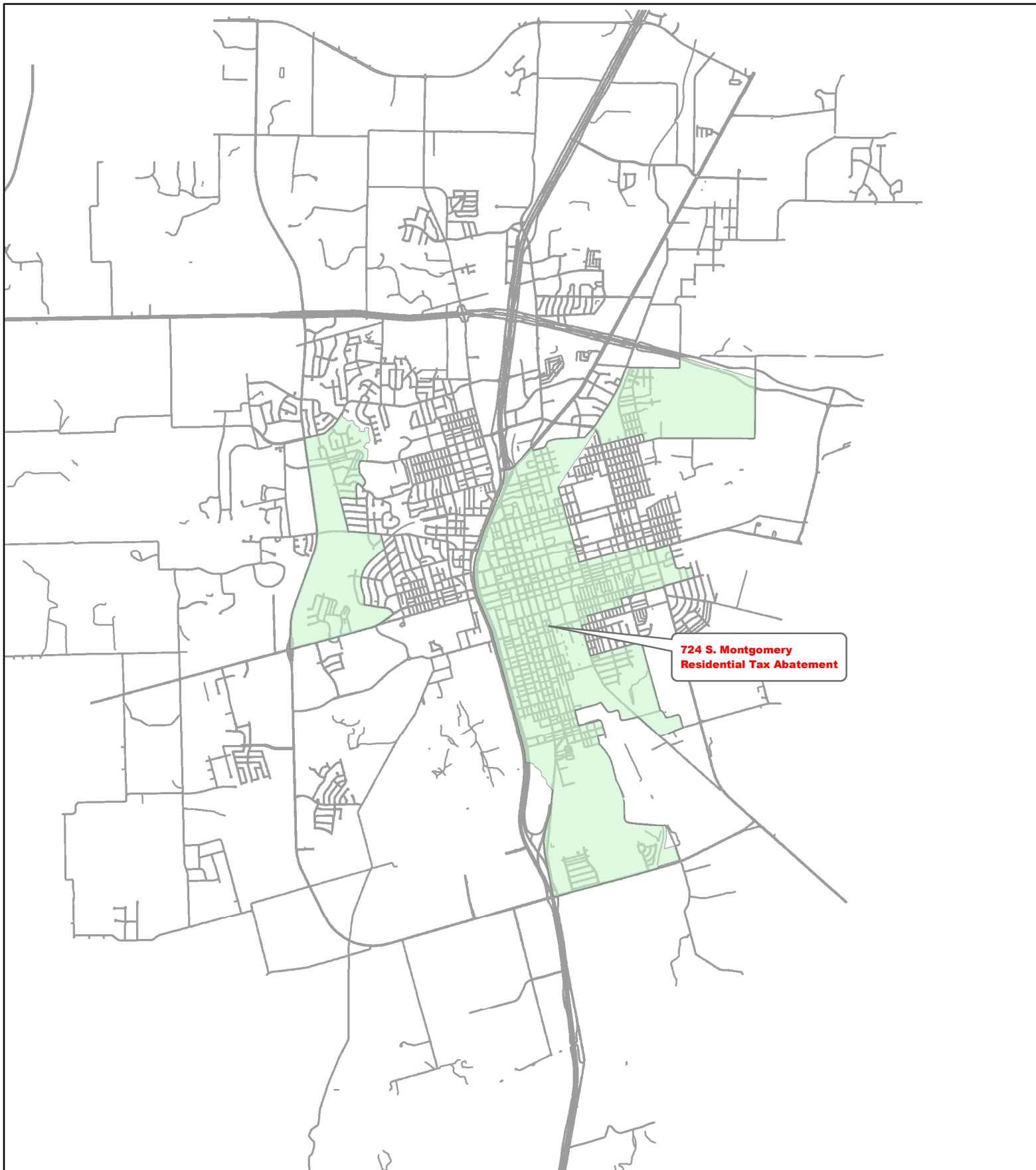


1 in = 300 ft

City of Sherman, Texas
Developmental Services Department

724 S. Montgomery





**724 S. Montgomery
Residential Tax Abatement**



City of Sherman, Texas
Developmental Services Department

724 S. Montgomery Street Residential Tax Abatement



NOT TO SCALE
1 inch = 6,000 feet



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

F.10.

Meeting Date: 11/20/2017

Prepared By: Scott Shadden, Director of Developmental Services

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 6310**

Authorizing Execution of an Agreement with Young Enterprises, LP for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 112 West Staples Street

Issue:

This item is to consider property tax abatement for the construction of a new single-family residence at 112 West Staples Street.

Background:

Several years ago, the City Council began a residential tax abatement program to encourage the redevelopment of older sections of town. This application is for the construction of a new single-family residence at this location. This lot is in the current designated zone for residential tax abatement.

Origination:

Young Enterprises, LP, Owner

Financial Consideration:

A \$75.00 application fee has been received for this residential lot. If granted, the initial abatement for this property will be approximately \$280.86 annually.

Staff Recommendation:

The staff recommends approval of this abatement since it meets the requirements of the process.

Alternatives:

The City Council could decide against granting this abatement.

Attachments

Resolution No. 6310

Residential Tax Abatement Agreement

Application

Warranty Deed

Building Permit

Site Plan

Location Map

Photo

Reinvestment Zone Map

RESOLUTION NO. 6310

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT WITH YOUNG ENTERPRISES, LP FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 112 WEST STAPLES STREET; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to receipt of a fully-executed agreement from Young Enterprises, LP and subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute an agreement with Young Enterprises, LP for the abatement of ad valorem property taxes for a period of ten (10) years, for the construction of one (1) new single-family residence at 112 West Staples Street, lying within the City of Sherman's Residential Tax Reinvestment Zone, in accordance with the City's policies and procedures established for this purpose.

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 _____, 2017.

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**

THE STATE OF TEXAS §
 §
COUNTY OF GRAYSON §

AGREEMENT

THIS AGREEMENT, entered into by and between the **CITY OF SHERMAN, TEXAS**, a home rule city and municipal corporation of the State of Texas, duly acting herein by and through its City Manager, hereinafter referred to as CITY, and **YOUNG ENTERPRISES, LP**, hereinafter referred to as OWNER,

WITNESSETH:

WHEREAS, on the 18th day of April, 2011, the City Council of Sherman, Texas, passed Ordinance No. 5692 establishing a reinvestment zone for residential tax abatement, as authorized by Chapter 312 of the Texas Tax Code, as amended, hereinafter referred to as CODE; and

WHEREAS, the CITY has adopted a resolution (Resolution No. 6210) stating that it elects to be eligible to participate in a residential tax abatement program; and

WHEREAS, the CITY desires to create the proper economic and social environment to induce the investment of private resources in real estate construction located in incorporated areas of the CITY; and

WHEREAS, the CITY hereby finds that it may effectively encourage and assist the creation of such an environment by participating in tax abatement pursuant to the CITY; and

WHEREAS, the CITY has created a reinvestment zone within its jurisdiction to induce the investment of private resources in real estate construction located in incorporated areas of the CITY, and OWNER has agreed to construct certain real property improvements; and

WHEREAS, OWNER is prepared to comply with the provisions of the CITY'S guidelines and criteria enacted the 18th day of April, 2011;

NOW, THEREFORE, WITNESS THIS TAX ABATEMENT AGREEMENT which provides as follows:

I.

1.01 To the extent authorized by the Texas Constitution and by the Tax Code, CITY hereby agrees to exempt from City of Sherman taxation a portion of the increase in value of taxable real property of OWNER in the CITY over the same real property and its value as calculated by the Grayson Appraisal District for ad valorem property tax purposes in accordance with the following schedule. Such tax exemption shall be in effect for tax years beginning January 1, 2017, and continuing for tax years 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024,

2025 and 2026, with same constituting ten (10) tax years. However, nothing contained herein shall be construed to grant an abatement of taxes to be assessed based on the change of use of the property from an agricultural use to another use, sometimes referred to as rollback taxes, penalties or interest. In the event rollback taxes are applicable for the real property utilized by OWNER, then such increase in value of taxable property resulting from such rollback shall be used as the tax value for such property for the tax year 2017, sometimes referred to herein as the Base Tax Year.

SCHEDULE OF TAXES ASSESSED

<u>TAX YEAR</u>	<u>ABATEMENT</u>
2017	100%
2018	100%
2019	100%
2020	100%
2021	100%
2022	100%
2023	80%
2024	60%
2025	40%
2026	20%

II.

2.01 OWNER warrants and represents that the real property upon which OWNER has constructed or will construct improvements is qualified property within the meaning of that Act, and that such has been and will remain eligible for tax abatement under the provisions of the Property Redevelopment and Tax Abatement Act, Sections 312.001, et seq., Texas Tax Code.

2.02 To continue to qualify for tax abatement under the terms of this Agreement, OWNER hereby warrants and represents that the improvements made by OWNER on the real property described herein are for residential use.

2.03 The tax abatement granted under the terms of the Agreement shall only be implemented if appraised value of all real property and improvements located thereon owned by OWNER and lying within designated zone exceeds the base year value. The OWNER agrees that Grayson Appraisal District shall, at reasonable times upon reasonable notice, have access to the property made the subject of this Agreement, and that the above set forth inspectors shall be able to inspect the property to insure that the improvements are being made in accordance with the terms and conditions hereof and utilized in accordance with this Agreement.

III.

3.01 The term of this Agreement shall be for tax years 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025 and 2026, as indicated above in paragraph 1.01.

IV.

4.01 The kind, number and location of all proposed property improvements are set forth as follows:

Construction of one (1) new single-family residence at 112 West Staples Street, Sherman, Texas, and as more particularly described by the following:

BEING a part of Block B, Staples Addition, containing 6,292 square feet of land and more particularly described by metes and bounds as follows:

SITUATED in the County of Grayson, State of Texas, and being a part of Block "B", Staples Addition to the City of Sherman, Texas, as per plat of record in Volume 170, Page 256, Deed Records, Grayson County, Texas and being all of the 6,300 square feet tract of land conveyed to Heriberto Munoz-Garcia by Center Church of Denison, Inc. by Warranty Deed dated October 20, 2014 and recorded in Volume 5534, Page 162, Official Public Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows, to-wit:

BEGINNING at a ½ inch capped rebar set stamped "RPLS 6578" at the intersection of the South line of Staples Street, a public street with the East line of a 20 foot alley, at the Northwest corner of both said Block "B" and said Munoz-Garcia tract;

THENCE North 74 deg. 00 min. 00 sec. East, with the South line of said Staples Street and the North line of both said Block "B" and said Munoz-Garcia tract, a distance of 59.80 feet to a ½ inch capped rebar set stamped "RPLS 6578" at the most Northerly Northwest corner of the 0.940 acre tract of land conveyed to David Ashley in Volume 3753, Page 425, said Official Public Records, at the Northeast corner of said Munoz-Garcia tract, said rebar being South 74 deg. 00min. 00 sec. West, 150.00 feet from a railroad spike found at the Northeast corner of both said Block "B" and said Ashley 0.940 acres;

THENCE South 16 deg. 00 min. 00 sec. East, over and across said Block "B", with a West line of said Ashley 0.940 acres, a distance of 105.22 feet to a ½ inch rebar found at an Ell corner of said Ashley 0.940 acres, at the Southeast corner of said Munoz-Garcia tract;

THENCE South 74 deg. 00 min. 00 sec. West, continuing over and across said Block "B", with a North line of said Ashley 0.940 acres and the South line of said Munoz-Garcia tract, a distance of 59.80 feet to a ½ inch capped rebar set stamped "RPLS 6578" in the East line of said Alley, in the West line of said Block "B", at the most Westerly Northwest corner of

said Ashley 0.940 acres, at the Southwest corner of said Munoz-Garcia tract;

THENCE North 16 deg. 00 min. 00 sec. West, with the East line of said alley and the West line of both said Block "B" and said Munoz-Garcia tract, a distance of 105.22 feet to the **PLACE OF BEGINNING and containing 6,292 SQUARE FEE OF LAND.....**

5.01 OWNER agrees that, should he fail to make improvements substantially as described or fail to perform any other term or covenant hereof, CITY shall have the right, after giving notice and opportunity to cure as hereinafter set out, to recapture all tax revenue on said property in the zone lost as a result of this Agreement for the entire term of the Agreement. Such recapture shall mean that all of such property shall be taxed at the full improved value as assessed by the Grayson Appraisal District for all years this Agreement has been in effect. The payment of such recaptured taxes minus any taxes paid by OWNER during the years this Agreement has been in force shall be due January 1 of the next following year and shall be delinquent if not paid on or prior to January 31st. Penalties and interest shall be calculated thereafter as if all taxes had become due in the same year. The CITY agrees prior to enforcement of the terms of this paragraph to give 120 days written notice to the address shown below of OWNER'S default in completing the improvements called for in this Agreement, and OWNER shall have the right to cure such default within the 120-day period.

VI.

6.01 This Agreement shall inure to the benefit of CITY and OWNER, and shall be binding upon them, their heirs, successors and assigns. It is specifically provided and agreed that the right to tax abatement shall inure to the benefit of subsequent owners so long as the term and conditions of this Agreement are in effect.

VII.

7.01 CITY agrees that this Agreement may be assigned and the improvements leased or sub-leased, without any further necessity for consent, by the OWNER to any person, firm or corporation.

VIII.

8.01 At any time before the expiration of the term hereof, this Agreement may be modified by the mutual action of the parties hereto to include other provisions that could have been included in the original agreement or to delete provisions that were not necessary to the original agreement. Such modification must be in writing and signed by all the parties hereto and made by the same procedure by which the original Agreement was approved and executed. In no event may the original Agreement be modified so as to extend the term beyond the original term of this Agreement.

IX.

9.01 This Agreement shall be construed subject to the laws of the State of Texas, and particularly to the Property Redevelopment and Tax Abatement Act, Chapter 312 of the Texas Tax Code.

9.02 All appraisal values for real property shall be made by the Grayson Appraisal District or such other entity as may succeed or replace such District.

9.03 OWNER is hereby notified that the Grayson Appraisal District may impose additional requirements which must be met in order for OWNER to realize the benefit of tax abatement and this Agreement. Contact should be made by OWNER with the District in person at 512 North Travis Street, Sherman, Texas, or by telephone at (903) 893-9673.

X.

10.01 This Agreement is subject to all provisions of all outstanding bond issues of CITY. To the extent that this Tax Abatement Agreement conflicts with any of the provisions of such bond issues, such bond issues and attendant documents thereto shall control.

XI.

11.01 This Tax Abatement Agreement is specifically subject to present laws of the State of Texas and any future laws enacted subsequent to the execution of this Agreement which may provide retroactively for a modification of Agreements of this type as a matter of law. Upon the effective date of any such law, then this Agreement shall automatically be so modified.

XII.

12.01 Notices required by this Agreement shall be mailed to the following addresses as same may be in the future changed by either party upon written notice to the other:

City of Sherman
P.O. Box 1106
Sherman, Texas 75091-1106
(903) 892-7200

Young Enterprises, LP
PO Box 517
Sherman, TX 75091
(903) 892-1508

Copy to: Grayson Appraisal District
512 North Travis Street
Sherman, Texas 75090
(903) 893-9673

This Agreement is performable in Grayson County, Texas. Witness our hands on this the _____ day of _____, 2017.

CITY:
CITY OF SHERMAN, TEXAS

OWNER:
YOUNG ENTERPRISES, LP

BY: _____
ROBBY HEFTON
CITY MANAGER

BY: _____
TODD YOUNG

ATTEST:

BY: _____
LINDA ASHBY
CITY CLERK

APPROVED AS TO FORM
AND CONTENT:

BY: _____
BRANDON S. SHELBY
CITY ATTORNEY

THE STATE OF TEXAS §
COUNTY OF GRAYSON §

BEFORE ME, the undersigned authority, on this day personally appeared **TODD YOUNG, YOUNG ENTERPRISES, LP** known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein express.

GIVEN UNDER MY HAND and seal of office this ____ day of _____, 2017 A.D.

NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS

**CITY OF SHERMAN
APPLICATION FOR RESIDENTIAL TAX ABATEMENT**

Property Owner:

Name: Young Enterprises LP

Mailing Address: 3441 P.O. Box 517 SHERMAN, TX 75091

Telephone Number: 903. 892. 1508

Contact (if different than owner):

Name: Todo Young

Mailing Address: _____

Telephone Number: _____

Property:

Physical Address: 112 W STAPLES

Summary Legal Description: Lot: N/A Block: W PT B Addition: STAPLES

Full Legal Description: Include as an attachment a full legal description with metes and bounds.

Improvements:

Type of Improvements (please check one). New Construction: ☒ Remodeling: _____

Estimated Value of Improvements: \$87,900

Estimated Date of Start of Construction: 9/1/17

Estimated Date of Completion of Project: 1/15/17

Description of Project: NEW RESIDENTIAL CONSTRUCTION - AFFORDABLE HOUSING

Applicant(s): Todo Young

Date: 8/10/17

Date: _____



VG-286-2017-18971

Grayson County
Wilma Bush
County Clerk

0125595 IND

Instrument Number: 2017 - 18971

Real Property Recordings

Recorded On: August 25, 2017 03:13 PM

Number of Pages: 5

Parties: GARCIA HERIBERTO ETAL

" Examined and Charged as Follows: "

Total Recording: \$28.00

***** THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 18971
Receipt Number: 20170825000138
Recorded Date/Time: August 25, 2017 03:13 PM
User: Regina F
Station: CLERK07

Record and Return To:

RED RIVER TITLE CO
421 N CROCKETT ST
SHERMAN TX 75090



STATE OF TEXAS
COUNTY OF GRAYSON

I hereby certify that this Instrument was FILED In the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Grayson County, Texas.

Wilma Bush
County Clerk
Grayson County, TX

0125595

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

GENERAL WARRANTY DEED

THE STATE OF TEXAS §
 § **KNOW ALL BY THESE PRESENTS: THAT**
COUNTY OF GRAYSON §

HERIBERTO GARCIA A/K/A HERIBERTO GARCIA MUNOZ A/K/A HERIBERTO MUNOZ-GARCIA, A MARRIED MAN, NOT JOINED HEREIN BY MY SPOUSE AS THE PROPERTY HEREIN CONVEYED CONSTITUTES NO PART OF OUR HOMESTEAD ("Grantor"), whose mailing address is 202 E. Wilson, Sherman, Texas 75092, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) cash and other good and valuable consideration to Grantor in hand paid by **YOUNG ENTERPRISES, L.P., a Texas limited partnership ("Grantee"),** whose mailing address is 5414 Hwy 1417N, Sherman, Texas 75092, the receipt and sufficiency of which consideration is hereby acknowledged and confessed, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY, unto Grantee, the following real property, together with all improvements thereon (the "Property"):

TRACT ONE:

BEING LOT THREE-R (3R), IN BLOCK FOUR (4) OF THE REPLAT OF LOTS FIVE, SIX, SEVEN, AND THE NORTH 65 FEET OF LOT EIGHT, BLOCK FOUR, OF THE W. D. FITCH ADDITION, AN ADDITION TO THE CITY OF SHERMAN, TEXAS, AS SHOWN BY PLAT OF RECORD IN VOLUME 19, PAGE 17, PLAT RECORDS, GRAYSON COUNTY, TEXAS.

TRACT TWO:

BEING LOT FOUR-R (4R), IN BLOCK FOUR (4) OF THE REPLAT OF LOTS FIVE, SIX, SEVEN, AND THE NORTH 65 FEET OF LOT EIGHT, BLOCK FOUR, OF THE W. D. FITCH ADDITION, AN ADDITION TO THE CITY OF SHERMAN, TEXAS, AS SHOWN BY PLAT OF RECORD IN VOLUME 19, PAGE 17, PLAT RECORDS, GRAYSON COUNTY, TEXAS.

TRACT THREE:

BEING LOT FIVE-R (5R) IN BLOCK FOUR (4) OF THE REPLAT OF LOTS FIVE, SIX, SEVEN, AND THE NORTH 65 FEET OF LOT EIGHT, BLOCK FOUR, OF THE W. D. FITCH ADDITION, AN ADDITION TO THE CITY OF SHERMAN, TEXAS, AS SHOWN BY PLAT OF RECORD IN VOLUME 19, PAGE 17, PLAT RECORDS, GRAYSON COUNTY, TEXAS.

TRACT FOUR:

BEING LOT 3, BLOCK 4, ROBERT A. KING'S ADDITION TO THE CITY OF SHERMAN, TEXAS, AS SHOWN BY PLAT OF RECORD IN VOLUME 24, PAGE 559, DEED RECORDS, GRAYSON COUNTY, TEXAS.

TRACT FIVE:

BEING LOT TWO-R (2R) IN BLOCK FOUR (4) OF THE REPLAT OF LOTS FIVE, SIX, SEVEN, AND THE NORTH 65 FEET OF LOT EIGHT, BLOCK FOUR, OF THE W. D. FITCH ADDITION, AN ADDITION TO THE CITY OF SHERMAN, TEXAS, AS SHOWN BY PLAT OF RECORD IN VOLUME 19, PAGE 17, PLAT RECORDS, GRAYSON COUNTY, TEXAS.

TRACT SIX:

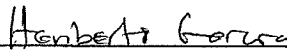
SITUATED IN GRAYSON COUNTY, TEXAS, BEING A PART OF BLOCK "B", STAPLES ADDITION TO THE CITY OF SHERMAN, TEXAS, CONTAINING 6,292 SQUARE FEET OF LAND, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in any way belonging to have and to hold unto Grantee, and Grantee's heirs, successors and assigns, forever; and Grantor does hereby bind itself and its heirs and successors to **WARRANT AND FOREVER DEFEND** all and singular the Property unto Grantee, Grantee's heirs, successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, provided, however, that this conveyance is made by Grantor and accepted by Grantee subject to (i) the liens securing payment of ad valorem taxes for the current and all subsequent years and (ii) easements, liens, reservations, covenants, conditions, and restrictions of record in **Grayson County, Texas**, or visible or apparent on the ground to the extent the foregoing affect the Property. By acceptance of this deed, Grantee assumes and agrees to perform all of the obligations of Grantor under said easements, reservations, covenants, conditions and restrictions, and agrees to pay and indemnifies and agrees to hold Grantor harmless from and against all ad valorem taxes relating to the Property, for the current and all subsequent years.

When the context requires, singular nouns and pronouns include the plural.

EXECUTED AS OF AND EFFECTIVE the 25th day of August, 2017.

GRANTOR:


HERIBERTO GARCIA A/K/A HERIBERTO
GARCIA MUNOZ A/K/A HERIBERTO
MUNOZ-GARCIA

ACKNOWLEDGEMENT

STATE OF TEXAS

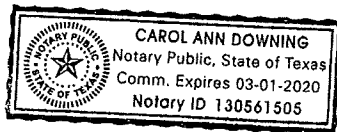
§

COUNTY OF Grayson

§

§

Before me, a Notary Public, on the 25 day of August, 2017, personally appeared **HERIBERTO GARCIA A/K/A HERIBERTO GARCIA MUNOZ A/K/A HERIBERTO MUNOZ-GARCIA**, who acknowledged that he did sign the foregoing instrument, and acknowledged to me that he executed the same for the uses and purposes and consideration therein expressed.



CAD
Notary Public, State of Texas

PREPARED IN THE LAW OFFICE OF:

THE HAY LEGAL GROUP PLLC
611 W. 5th Street, Suite 300
Austin, TX 78701

EXHIBIT A

SITUATED in the County of Grayson, State of Texas, and being a part of Block "B", Staples Addition to the City of Sherman, Texas, as per plat of record in Volume 170, Page 256, Deed Records, Grayson County, Texas, and being all of the 6,300 sq. ft. tract of land conveyed to Heriberto Munoz-Garcia by Center Church of Denison, Inc. by Warranty Deed dated October 20, 2014 and recorded in Volume 5534, Page 162, Official Public Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows, to-wit:

BEGINNING at a 1/2 inch capped rebar set stamped "RPLS 6578" at the intersection of the South line of Staples Street, a public street with the East line of a 20 ft. alley, at the Northwest corner of both said Block "B" and said Munoz-Garcia tract;

THENCE North 74 deg. 00 min. 00 sec. East, with the South line of said Staples Street and the North line of both said Block "B" and said Munoz-Garcia tract, a distance of 59.80 ft. to a 1/2 inch capped rebar set stamped "RPLS 6578" at the most Northerly Northwest corner of the 0.940 ac. tract of land conveyed to David Ashley in Volume 3753, Page 425, said Official Public Records, at the Northeast corner of said Munoz-Garcia tract, said rebar being South 74 deg. 00 min. 00 sec. West, 150.00 ft. from a railroad spike found at the Northeast corner of both said Block "B" and said Ashley 0.940 ac.;

THENCE South 16 deg. 00 min. 00 sec. East, over and across said Block "B", with a West line of said Ashley 0.940 ac., a distance of 105.22 ft. to a 1/2 inch rebar found at an Ell corner of said Ashley 0.940 ac., at the Southeast corner of said Munoz-Garcia tract;

THENCE South 74 deg. 00 min. 00 sec. West, continuing over and across said Block "B", with a North line of said Ashley 0.940 ac. and the South line of said Munoz-Garcia tract, a distance of 59.80 ft. to a 1/2 inch capped rebar set stamped "RPLS 6578" in the East line of said Alley, in the West line of said Block "B", at the most Westerly Northwest corner of said Ashley 0.940 ac., at the Southwest corner of said Munoz-Garcia tract;

THENCE North 16 deg. 00 min. 00 sec. West, with the East line of said alley and the West line of both said Block "B" and said Munoz-Garcia tract, a distance of 105.22 ft. to the **PLACE OF BEGINNING** and containing **6,292 SQUARE FEET** of land.

CITY OF SHERMAN
RESIDENTIAL BUILDING PERMIT

PERMIT #: 172055

SUBCONTRACTOR: TODD YOUNG

DATE ISSUED: 10/18/2017

PROJECT ADDRESS: 112 W STAPLES ST
PARCEL ID: 166728
SUBDIVISION: STAPLES ADDN

LOT #:
BLK #: B
ZONE ORD: SF-1 SINGLE FAMILY RESIDENTIAL

ISSUED TO: YOUNG ENTERPRISES LP
ADDRESS: PO BOX 517
CITY, ST ZIP: SHERMAN TX 75091-0517
PHONE: 903-271-1417

CONTRACTOR: YOUNG ENTERPRISES LP
ADDRESS: PO BOX 517
CITY, ST ZIP: SHERMAN TX 75091-0517
PHONE:

PROP. USE: SINGLE FAMILY RESIDENTIAL
WORK: NEW RESIDENTIAL CONSTRUCTION
VALUATION: \$ 75,500.00
OCCP TYPE: SINGLE FAMILY RESIDENTIAL
CNST TYPE: WOOD

SQ FT: 1,238.00
BEDROOMS: 3

BATHROOMS: 2
STORIES: 1

FEE CODE	DESCRIPTION	AMOUNT
BLD10	RESIDENTIAL STORMWATER MGMT	\$ 25.00
TOTAL		\$ 25.00

NOTES:

NOTICE

THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS, OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF 6 MONTHS AT ANY TIME AFTER WORK IS STARTED.

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS DOCUMENT AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND ORDINANCES GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO VIOLATE OR CANCEL THE PROVISION OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.

(SIGNATURE OF CONTRACTOR OR AUTHORIZED AGENT)

DATE

(APPROVED BY) FLOOD PLAIN ADMINISTRATOR

DATE

(APPROVED BY) BUILDING & ZONING

DATE



YOUNG ENTERPRISES

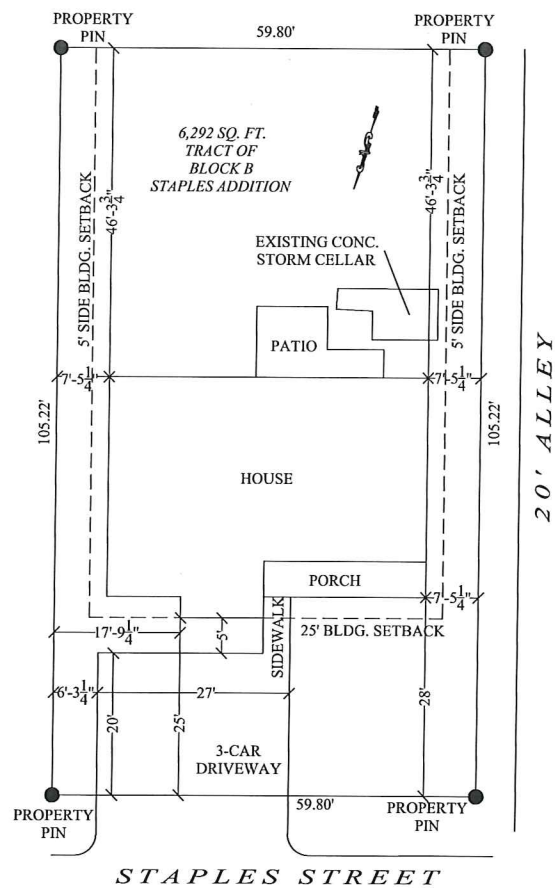
112 W. STAPLES
SHERMAN, TEXAS

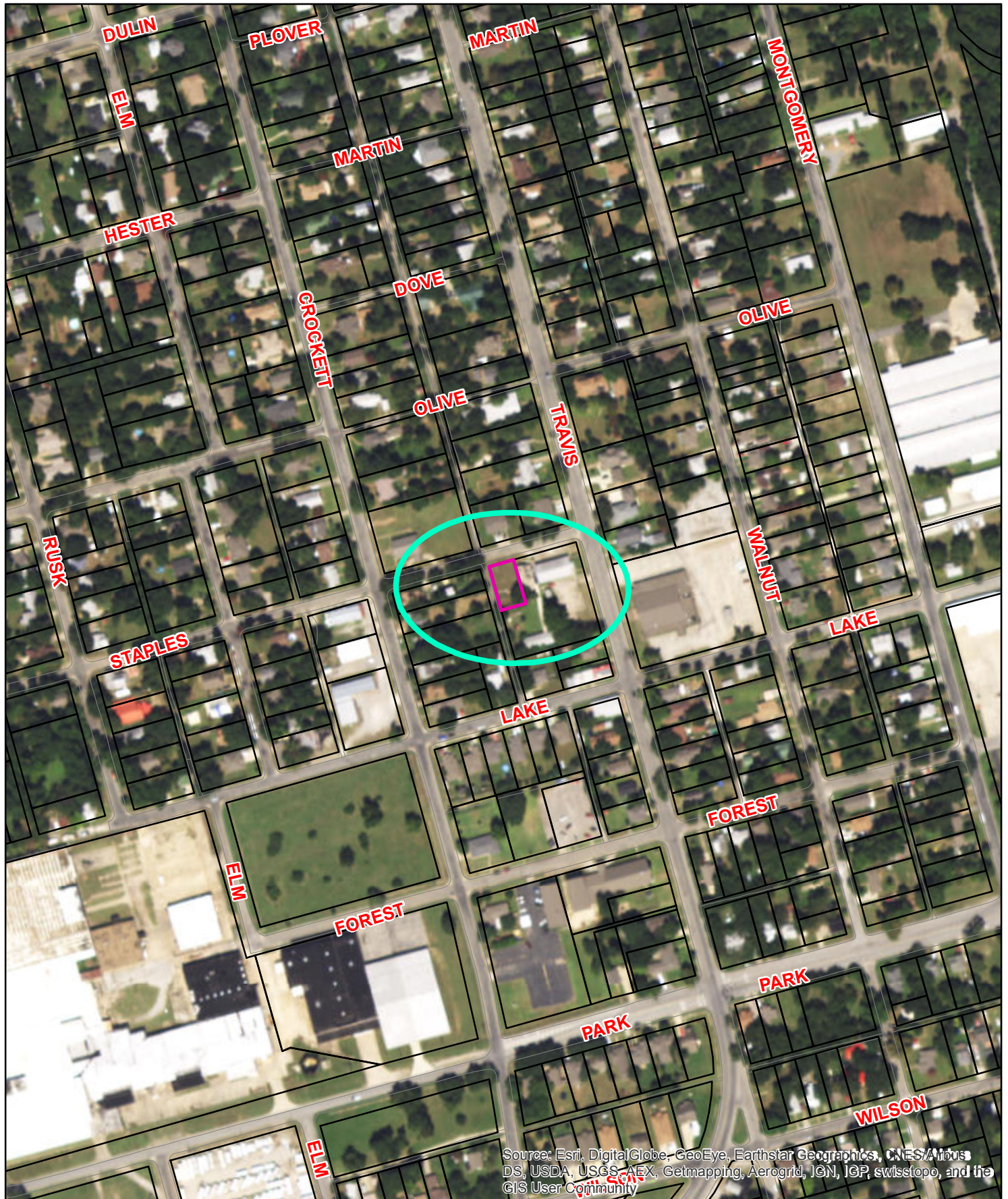
D2LDESIGNS@YAHOO.COM

DATE
09/13/17

SHEET
SITE

SCALE
1/8" = 1'





112 W. Staples



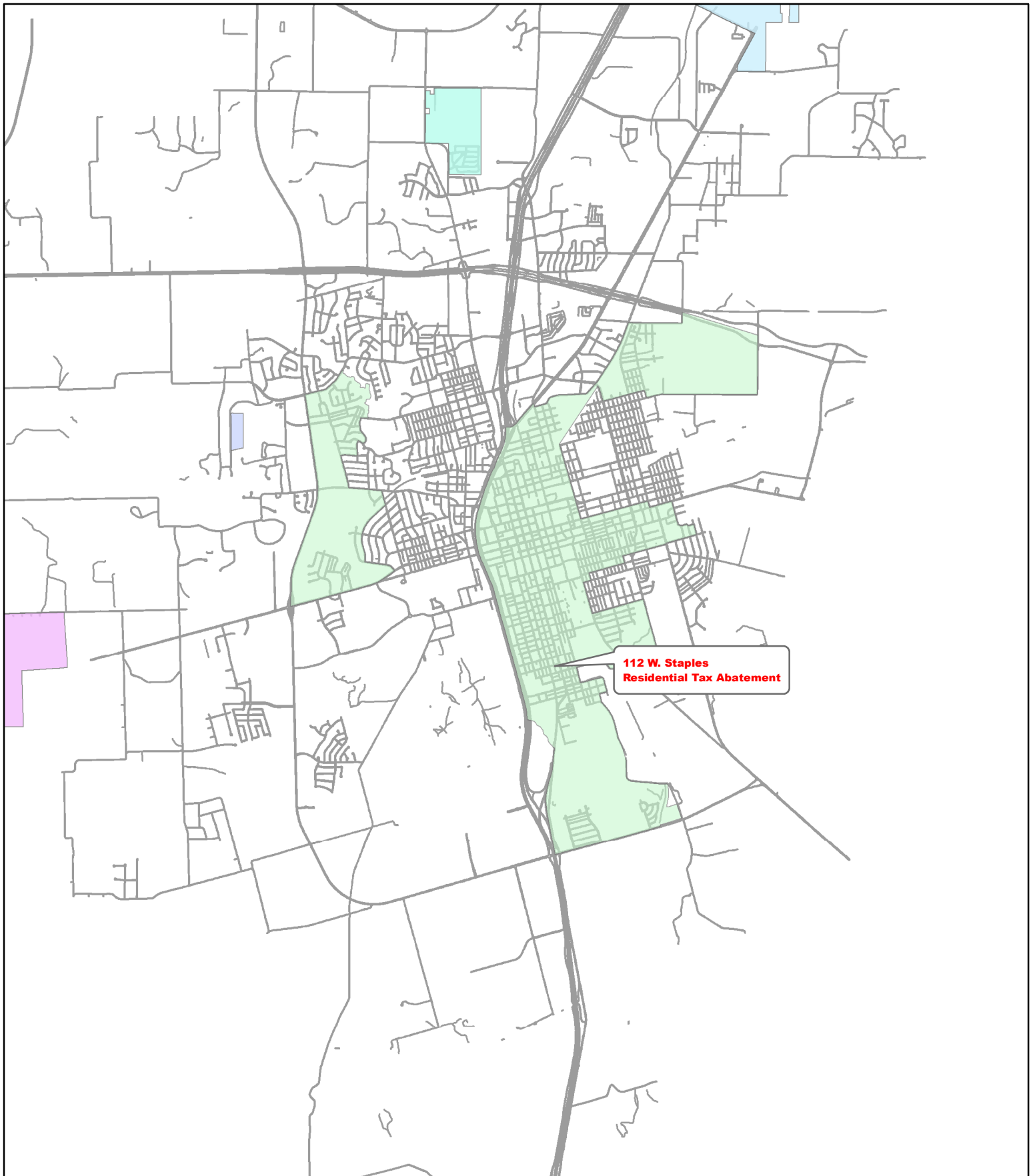
NOT TO SCALE

1 in = 300 ft

City of Sherman, Texas
Developmental Services Department

112 W. Staples





112 W. Staples Residential Tax Abatement



City of Sherman, Texas
Developmental Services Department



NOT TO SCALE
1 inch = 6,000 feet



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

G.1.

Meeting Date: 11/20/2017

Prepared By: Mark Gibson, Director of Utilities

Approved By: Robby Hefton, City Manager

Caption:

*** REQUEST TO ADVERTISE**

City of Sherman Sludge Thickener Replacement Project

Issue:

Permission to advertise for bids for the upgrade to the existing sludge thickening equipment at the City's wastewater treatment plant

Background:

The current Capital Improvement Program contains a project to upgrade the existing sludge thickening equipment at the City's wastewater treatment plant.

Origination:

Department of Utilities Administration

Financial Consideration:

The project will be funded in this year's Capital Improvement Program through the City's Utility Improvement Fund. The cost of advertising is expected to be about \$200.00.

Staff Recommendation:

It is recommended that the City Council authorize the staff to advertise the project for bid.

Alternatives:

As may be directed by the City Council

Attachments

Aerial Location Map



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

Wastewater Treatment Plant

1 inch = 400 feet





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

H.1.

Meeting Date: 11/20/2017

Prepared By: Mark Gibson, Director of Utilities

Approved By: Robby Hefton, City Manager

Caption:

*** CHANGE ORDER NO. 2**

Gallagher Elevated Tank Repair and Paint Project; American Suncraft Company, Inc.; \$121,990.00 Increase

Issue:

To consider approval of Change Order No. 2 for the Gallagher Elevated Tank Repair and Paint Project

Background:

The painting and repair of the Gallagher elevated storage tank has been delayed since March 2015 to allow for completion of the elevated storage tank in southwest Sherman. The delay was necessary to insure that the portion of the City's water system served by this tank did not experience any water outages during the tank repair and repaint project. Change Order No. 2 provides additional compensation to the Contractor for materials cost increases during the project delay period (\$58,270.00) and adds a mixing system to the project (\$63,750.00) to allow for more efficient use of the tank during the filling and emptying processes.

Origination:

Utility Administration

Financial Consideration:

Change Order No. 2 increases the total contract price by \$121,990.00, yielding a total contract amount of \$1,350,523.00. It should be noted that, even with the increased costs, the revised contract amount is still less than the original second low bidder for the project.

Staff Recommendation:

It is recommended that Change Order No. 2 be approved.

Alternatives:

As may be directed by the City Council

Attachments

Change Order No. 2

Engineer's Recommendation Letter dated November 14, 2017

Aerial Location Map

CHANGE ORDER NO. 2

PROJECT: GALLAGHER ELEVATED TANK REPAIR AND REPAINT
OWNER: City of Sherman, Texas
CONTRACTOR: American Suncraft Company, Inc.
ENGINEER: Freeman - Millican, Inc.
Dallas, Texas
DATE: November 13, 2017

TO THE CONTRACTOR: The contract schedule and amount is hereby changed, subject to the Contract provisions. The contractor shall begin work on November 21, 2017 with performance and payment bonds in place and substantially complete all work and place the tank back in service no later than May 4, 2018 with the following increases in contract price.

- 1) Increase in price for a requested delay in execution of the project of approximately 3 years and changes noted on attached drawing C2.1 & C4.3 except as noted below. \$58,270.00
 - 2) Adding a Tideflex tank mixing system noted on drawing C2.1. \$44,970.00
 - 3) Adding a motor operated 16" butterfly valve and a double door 12" check valve noted on drawings C2.1 & C4.3. \$18,750.00
- | | |
|--------------------------|----------------|
| TOTAL ADDITIONS | \$121,990.00 |
| ORIGINAL CONTRACT AMOUNT | \$1,228,533.00 |
| REVISED CONTRACT AMOUNT | \$1,350,523.00 |

RECOMMENDED:

David E. Gattis
David E. Gattis, P.E. Freeman-Millican, Inc.,
Engineer.

November 13, 2017

Date

APPROVED:

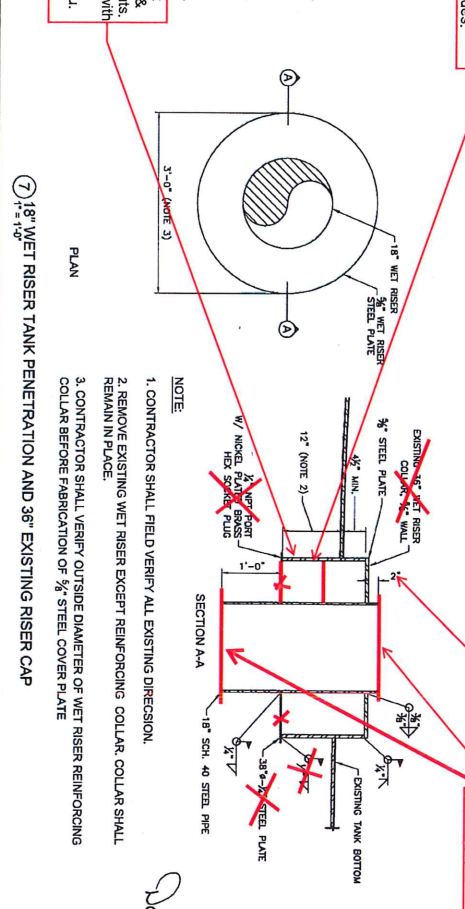
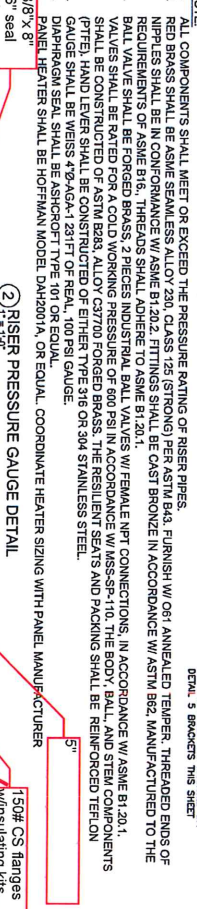
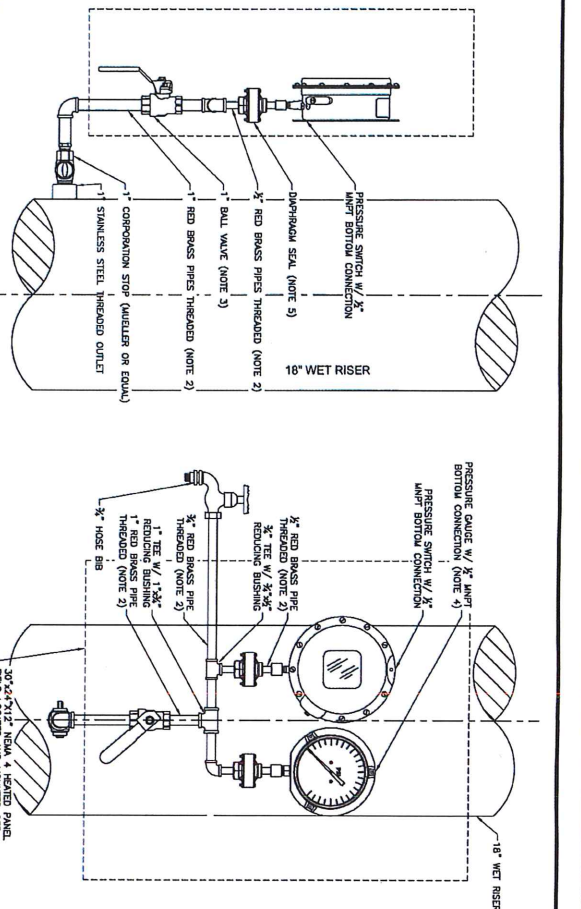
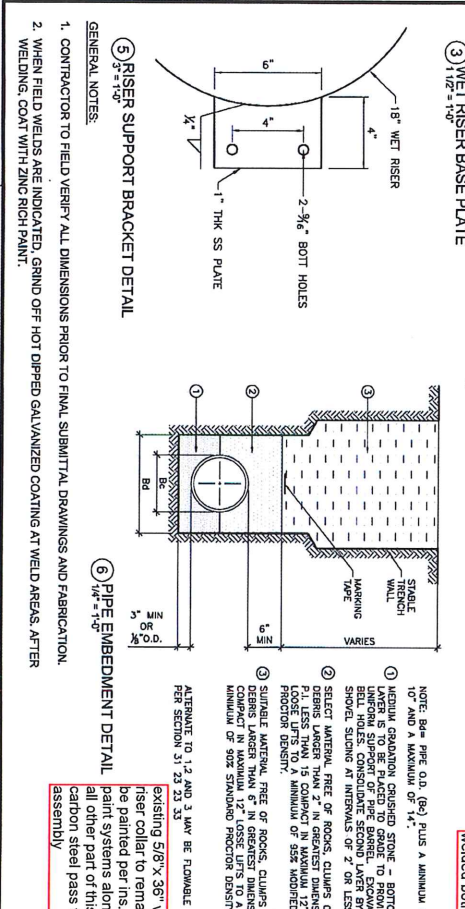
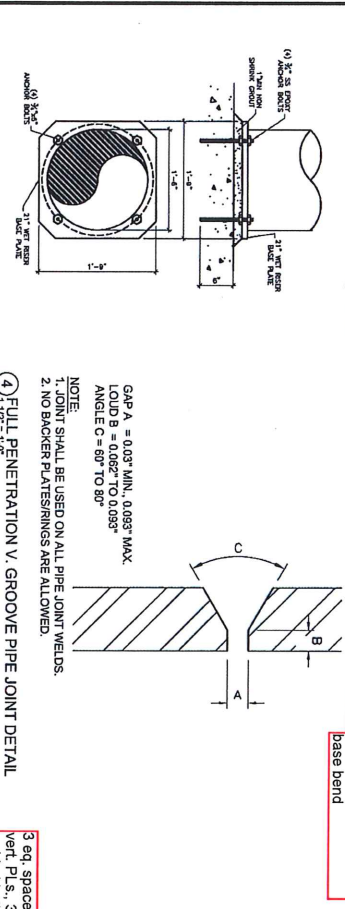
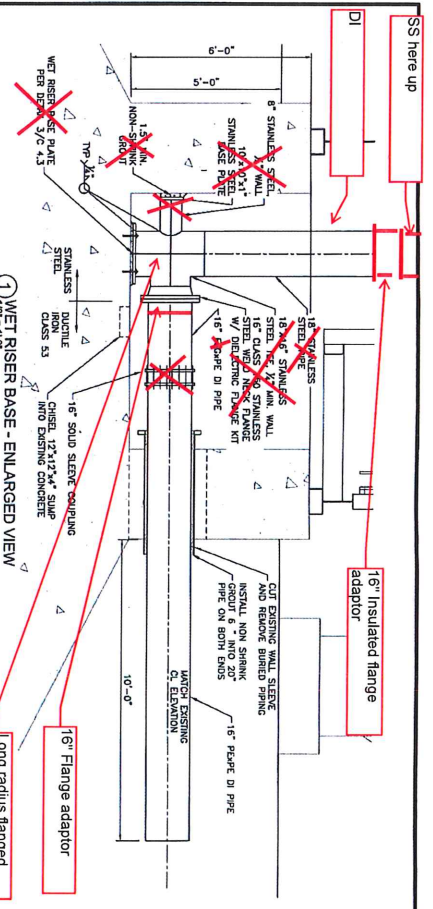
Ron Boling
Ron Boling, President - Contractor

14 NOVEMBER 2017

Date

Robby Hefton
Robby Hefton, City Manager, Owner

Date



TERRY MILLICAN, R.P.L.S.
VICTOR ACUY, P.E.
RICHARD A. DORMIER, P.E.
JOHN D. GATTIS, A.I.A.
DAMIR LULO, P.E.
MICHAEL K. STACEY, P.E.
LARRY J. FREEMAN, P.E.

November 14, 2017

Mr. Mark Gibson, P.E.
Director of Utilities
City of Sherman, Texas
220 West Mulberry
Sherman, Texas 75090

**Re: Sherman Gallagher 2 MG Elevated Tank Repair and Repaint Project
Construction Change Order #2**

Dear Mr. Gibson:

The attached proposed change order #2 re-starts the project after a three year delay per change order #1. The \$58,270.00 is the increase in cost of labor and material. The remaining additional cost is for a tank mixing system and valves.

The mixing system is needed to reduce water quality issues related to water age and disinfection by-products. The mixing system mixes water entering the tank with water stored in the tank and prevents last water in from being first water out. The additional valves facilitate the mixing system and the use Gallagher elevate tank in concert with the new southwest 1.5 MG elevated tank.

The proposed change order increases the contract cost \$121,990.00 to \$1,350,523.00, still lower than the original 2nd low bid of \$1,378,900.00.

We recommend that the City of Sherman approve the proposed change order #2 increasing the contract price with American Suncraft Co., Inc. to \$1,350,523.00 and changing the contract schedule..

Sincerely,

FREEMAN - MILLICAN, INC.



David E. Gattis, P.E





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

I.1.

Meeting Date: 11/20/2017

Prepared By: Nate Strauch, Community & Support Services Manager

Approved By: Robby Hefton, City Manager

Caption:

OTHER BUSINESS

Receive Community and Support Services Manager Nate Strauch's Update on Local Projects

Issue:

Updating the City Council on several projects around the City

Background:

Periodically, City staff seeks to provide the City Council with updates on the numerous projects spread far afield across the City's 44 square miles. Using "Sherman 1" - the City's drone - staff can showcase developments over the course of the last several months.

Origination:

Mayor David Plyler

Financial Consideration:

There is no financial impact to be considered with this agenda item.

Staff Recommendation:

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

Alternatives:

None



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

I.2.

Meeting Date: 11/20/2017

Prepared By: Mary Lawrence, Director of Finance

Approved By: Robby Hefton, City Manager

Caption:

*** OTHER BUSINESS**

Approval of the 2017 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 2017-2018

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 2017 tax year represents taxes that will be collected during the City's 2017-2018 fiscal year. The Grayson County Tax Assessor/Collector's office has provided Sherman's taxable value as \$2,918,288,527, which equates to a levy of \$12,116,291.13 based on the City's total tax rate of \$0.427300/\$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 2017 Tax Roll Value and 2017 Tax Levy at the amounts reflected above.

Alternatives:

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

Attachments

2017 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

October 18, 2017

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 2017 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.

2017 Tax Roll Value	\$ 2,918,288,527
2017 Tax Levy	\$ 12,116,291.13
2017 Special Assessment Levy	\$ 23,718.41

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

Very truly yours,

Bruce Stidham
Tax Assessor-Collector

BS:jb

City Secretary

City Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

L.1.

Meeting Date: 11/20/2017

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 Member Shawn Teamann currently serve on the Council Audit Committee; and former Council Member Kevin Couch previously served on this committee. Their terms expire in November 2017.

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

Fact Sheet

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	11/2015	1	Council Member
		R 12/8/2015	11/2016	2	
		R 11/22/2016	11/2017	3	
Kevin Couch	3	A 12/8/2015	11/2016	1	Council Member
		R 11/22/2016	11/2017	2	
Shawn Teamann	1	A 11/22/2016	11/2017	1	Council Member

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

FACT SHEET

COUNCIL AUDIT COMMITTEE

Established by RESOLUTION 2790 – DECEMBER 23, 1991

1. Number of Members: THREE (3)
2. Term of Appointment: ONE YEAR
3. Consecutive Term Rule: NO RULE
4. Qualifications for Membership: COUNCIL MEMBER WITH KNOWLEDGE OF ACCOUNTING AND/OR BUSINESS MANAGEMENT
5. Appointed by: MAYOR AND CITY COUNCIL MEMBERS
6. Board Organization
CHAIRPERSON ____ VICE CHAIRPERSON ____ SECRETARY ____
ELECTED ____ APPOINTED ____
7. Departmental Responsibility: CITY MANAGER & DIRECTOR OF FINANCE
8. Meeting Date: AS CALLED
9. Attendance Requirements: NONE

=====

RESPONSIBILITIES:

Audit Committee will assist Council and staff in the review of the audit papers filed by the independent auditor; provide input on the selection of external auditors; and provide recommendations to the rest of the Council on technical accounting issues.

DUTIES:

Provide input on the selection of external auditors;
Review audit reports;
Provide recommendations to Council on technical accounting matters;
Review the justification for internal audit functions;
All other accounting and financial reviews as directed by the City Council



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

L.2.

Meeting Date: 11/20/2017

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 Pamela Howeth currently serve on the City's Investment Committee. Their terms expire in November 2017.

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	11/2013	1	Council Member
		R 11/19/2013	11/2014	2	
		R 11/18/2014	11/2015	3	
		R 12/8/2015	11/2016	4	
		R 11/22/2016	11/2017	5	
Pam Howeth	3	U 8/1/2016	11/2016	0	Council Member
		R 11/22/2016	11/2017	1	
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.



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

L.3.

Meeting Date: 11/20/2017

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 Charles H. Brown, Sr. and Terrence Steele currently serve on the City's Tax Reinvestment Committee. Their terms expire in November 2017.

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
Charles Brown, Sr.	4	A 11/22/2016	11/2017	1	Sherman Council Member Voting Member
Terrence Steele	2	A 11/18/2014 R 12/8/2015 R 11/22/2016	11/2015 11/2016 11/2017	1 2 3	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



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

L.4.

Meeting Date: 11/20/2017

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 Shawn Teamann currently serve on the City's Tax Increment Financing Board #1. Their terms expire in November 2017.

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

Fact Sheet

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 R 11/22/2016	11/2016 11/2017	1 2	Council Member
Shawn Teamann	1	A 11/22/2016	11/2017	1	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 R 11/22/2016	11/2012 11/2013 11/2014 11/2015 11/2016 11/2017	1 2 3 4 5 6	Council Member
Robby Hefton	n/a				City Manager
Mary Lawrence	n/a				Finance Director

NOTE:

FACT SHEET

TAX INCREMENT FINANCING BOARD #1

Established by ORDINANCE 5095 – JANUARY 20, 2003

1. Number of Members: FIVE
2. Term of Appointment: REVIEW ANNUALLY
3. Consecutive Term Rule: N/A
4. Qualifications for Membership: THREE CITY COUNCIL POSITIONS, CITY MANAGER, AND ASSISTANT CITY MANAGER
5. Appointed by: MAYOR AND CITY COUNCIL
6. Board Organization TO APPROVE THE PROJECT PLAN AND FINANCING PLAT FOR THE SHERMAN TAX INCREMENT FINANCING REINVESTMENT ZONE NUMBER ONE
7. Departmental Responsibility: CITY MANAGER
8. Meeting Date: CALLED AS NECESSARY
9. Attendance Requirements: N/A

=====

PURPOSE:

The Board shall approve the Project Plan and Financing Plan for the Sherman Tax Increment Financing Reinvestment Zone Number One.



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

L.5.

Meeting Date: 11/20/2017

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 and Council Member Charles H. Brown, Sr. currently serve on the City's Tax Increment Financing Board #2; and former Council Member Kevin Couch previously served on this board. Their terms expire in November 2017.

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

Fact Sheet

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 R 11/22/2016	11/2016 11/2017	1 2	Council Member
Charles Brown, Sr.	1	A 11/22/2016	11/2017	1	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 R 11/22/2016	11/2012 11/2013 11/2014 11/2015 11/2016 11/2017	1 2 3 4 5 6	Council Member
Robby Hefton	n/a				City Manager
Mary Lawrence	n/a				Finance Director

NOTE:

FACT SHEET

TAX INCREMENT FINANCING BOARD #2

Established by ORDINANCE 5347 – NOVEMBER 7, 2005

1. Number of Members: FIVE
2. Term of Appointment: REVIEW ANNUALLY
3. Consecutive Term Rule: N/A
4. Qualifications for Membership: THREE CITY COUNCIL POSITIONS, CITY MANAGER, AND ASSISTANT CITY MANAGER
5. Appointed by: MAYOR AND CITY COUNCIL
6. Board Organization TO APPROVE THE PROJECT PLAN AND FINANCING PLAT FOR THE SHERMAN TAX INCREMENT FINANCING REINVESTMENT ZONE NUMBER TWO
7. Departmental Responsibility: CITY MANAGER
8. Meeting Date: CALLED AS NECESSARY
9. Attendance Requirements: N/A

=====

PURPOSE:

The Board shall approve the Project Plan and Financing Plan for the Sherman Tax Increment Financing Reinvestment Zone Number Two.



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

L.6.

Meeting Date: 11/20/2017

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 Terrence Steele, and Council Member Pamela Howeth currently serve on the City's Tax Increment Financing Board #3. Their terms expire in November 2017.

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

Fact Sheet

MEMBERSHIP ROSTER

TAX INCREMENT FINANCING BOARD #3

LENGTH OF TERMS:

Term Limit: N/A

MEMBER	DISTRICT	TERM BEGINS	TERM EXPIRES	TERMS	MEMBERSHIP REQUIREMENTS
Terrence Steele	2	A 11/22/2016	11/2017	1	Council Member
Pam Howeth	3	A 11/22/2016	11/2017	1	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 R 11/22/2016	11/2012 11/2013 11/2014 11/2015 11/2016 11/2017	1 2 3 4 5 6	Council Member
Robby Hefton	n/a				City Manager
Mary Lawrence	n/a				Finance Director

NOTE:

FACT SHEET

TAX INCREMENT FINANCING BOARD #3

Established by ORDINANCE 5424 – NOVEMBER 6 , 2006

1. Number of Members: FIVE
2. Term of Appointment: REVIEW ANNUALLY
3. Consecutive Term Rule: N/A
4. Qualifications for Membership: THREE CITY COUNCIL POSITIONS, CITY MANAGER, AND ASSISTANT CITY MANAGER
5. Appointed by: MAYOR AND CITY COUNCIL
6. Board Organization TO APPROVE THE PROJECT PLAN AND FINANCING PLAT FOR THE SHERMAN TAX INCREMENT FINANCING REINVESTMENT ZONE NUMBER THREE
7. Departmental Responsibility: CITY MANAGER
8. Meeting Date: CALLED AS NECESSARY
9. Attendance Requirements: N/A

=====

PURPOSE:

The Board shall approve the Project Plan and Financing Plan for the Sherman Tax Increment Financing Reinvestment Zone Number Three.



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

L.7.

Meeting Date: 11/20/2017

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 #5 (3)

Issue:

Mayor David Plyler, Deputy Mayor Jason Sofey, and Council Member Shawn Teamann currently serve on the City's Tax Increment Financing Board #5. Their terms expire in November 2017.

Background:

The Board approves the Project Plan and Financing Plan for the Sherman Tax Increment Financing (TIF) Reinvestment Zone Number Five. TIF Zone Number Five is located at the northwest intersection of U.S. Highway 75 and F.M. 1417 (Heritage Parkway), and is known as Sherman Crossroads.

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 #5.

Alternatives:

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

Attachments

Roster

Fact Sheet

MEMBERSHIP ROSTER

TAX INCREMENT REINVESTMENT ZONE #5

LENGTH OF TERMS:

Term Limit: N/A

MEMBER	DISTRICT	TERM BEGINS	TERM EXPIRES	TERMS	MEMBERSHIP REQUIREMENTS
David Plyler	4	5/2/2017	11/2017		Mayor
Jason Sofey	4	5/2/2017	11/2017		Council Member
Shawn Teamann	1	5/2/2017	11/2017		Council Member
Robby Hefton	n/a				City Manager

NOTE:

CITY STAFF: Robby Hefton, City Manager
Revised 5/2/2017

FACT SHEET

TAX INCREMENT REINVESTMENT ZONE BOARD #5

Established by ORDINANCE 6010 – FEBRUARY 20, 2017

1. Number of Members: FIVE
2. Term of Appointment: REVIEW ANNUALLY
3. Consecutive Term Rule: N/A
4. Qualifications for Membership: THREE CITY COUNCIL POSITIONS, CITY MANAGER
5. Appointed by: MAYOR AND CITY COUNCIL
6. Board Organization TO APPROVE THE PROJECT PLAN AND FINANCING PLAN FOR THE SHERMAN TAX INCREMENT REINVESTMENT ZONE NUMBER FIVE
7. Departmental Responsibility: CITY MANAGER
8. Meeting Date: CALLED AS NECESSARY
9. Attendance Requirements: N/A

=====

PURPOSE:

The Board shall approve the Project Plan and Financing Plan for the Sherman Tax Increment Reinvestment Zone Number Five.



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

L.8.

Meeting Date: 11/20/2017

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 #6 (3)

Issue:

Mayor David Plyler and Council Member Pamela Howeth currently serve on the City's Tax Increment Financing Board #6; and former Council Member Kevin Couch previously served on this board. Their terms expire in November 2017.

Background:

The Board approves the Project Plan and Financing Plan for the Sherman Tax Increment Financing (TIF) Reinvestment Zone Number Six. TIF Zone Number Six is located south of the intersection of US Hwy 75 and Hwy 691.

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 #6.

Alternatives:

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

Attachments

Roster

Fact Sheet

MEMBERSHIP ROSTER

TAX INCREMENT REINVESTMENT ZONE #6

LENGTH OF TERMS:

Term Limit: N/A

MEMBER	DISTRICT	TERM BEGINS	TERM EXPIRES	TERMS	MEMBERSHIP REQUIREMENTS
David Plyler	4	5/2/2017	11/2017		Mayor
Pam Howeth	3	5/2/2017	11/2017		Council Member
Kevin Couch	1	5/2/2017	11/2017		Council Member
Robby Hefton	n/a				City Manager

NOTE:

CITY STAFF: Robby Hefton, City Manager
Revised 5/2/2017

FACT SHEET

TAX INCREMENT REINVESTMENT ZONE BOARD #6

Established by ORDINANCE 6011 – FEBRUARY 20, 2017

1. Number of Members: FIVE
2. Term of Appointment: REVIEW ANNUALLY
3. Consecutive Term Rule: N/A
4. Qualifications for Membership: THREE CITY COUNCIL POSITIONS, CITY MANAGER
5. Appointed by: MAYOR AND CITY COUNCIL
6. Board Organization TO APPROVE THE PROJECT PLAN AND FINANCING PLAN FOR THE SHERMAN TAX INCREMENT REINVESTMENT ZONE NUMBER SIX
7. Departmental Responsibility: CITY MANAGER
8. Meeting Date: CALLED AS NECESSARY
9. Attendance Requirements: N/A

=====

PURPOSE:

The Board shall approve the Project Plan and Financing Plan for the Sherman Tax Increment Reinvestment Zone Number Six.



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

O.2.

Meeting Date: 11/20/2017

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6311

Casting Votes to Elect Candidates to Serve as a Members of the Grayson Central Appraisal District Board of Directors

Issue:

To consider casting the 288 votes allocated to the City of Sherman for the election of a candidate to the Board of Directors for the Grayson Central Appraisal District

Background:

Every two years, the taxing entities of Grayson County elect the five members of the Grayson Central Appraisal District's Board of Directors. Votes are apportioned on the basis of the tax levy of each entity. The City of Sherman has been allocated 288 votes; and a total of 1,000 votes is necessary to assure the election of a nominee.

Origination:

Grayson Central Appraisal District

Financial Consideration:

There is no direct financial impact on the City's finances.

Staff Recommendation:

The Council is being asked to cast the City of Sherman's 288 votes for one or more of the candidates to the Grayson Central Appraisal District Board of Directors.

Alternatives:

The City Council could abstain from casting its voting.

Attachments

Resolution No. 6311

GCAD Official Ballot Information

RESOLUTION NO. 6311

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, CASTING VOTES TO ELECT CANDIDATES TO SERVE AS MEMBERS OF THE GRAYSON CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS; 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, pursuant to the authority of V.T.C.A., Tax Code §6.01, an appraisal district known as the Grayson Central Appraisal District has been created in Grayson County, Texas; and

WHEREAS, the quality of the property tax system depends on the Appraisal District's Board of Directors; individuals serving on the Board of Directors bring to the Board knowledge, judgment and expertise in establishing policies and procedures for the District's organization and operation; and

WHEREAS, the members of the Board of Directors are nominated and selected by the governing bodies of the voting taxing units in the Appraisal District; and

WHEREAS, a Board of five Directors governs the Grayson Central Appraisal District, plus the Tax Assessor-Collector as a nonvoting Director (if not regularly appointed); and

WHEREAS, the County, County College, Cities and Towns and School Districts participating in the District nominate and select Directors; and

WHEREAS, the Chief Appraiser has notified the City that it is entitled to 288 votes in the Director's election; and

WHEREAS, the voting taxing units have nominated candidates; and

WHEREAS, the Chief Appraiser has prepared a ballot listing the nominees alphabetically by each candidate's last name; and

WHEREAS, the Chief Appraiser has delivered a copy of this ballot to the presiding officer of the governing body of each voting unit; and

WHEREAS, each voting unit must cast its vote by written resolution and submit it to the Chief Appraiser before December 15, 2017; and

WHEREAS, the City Council of the City of Sherman, Texas may cast all its votes for one candidate or may distribute the votes among any number of candidates;

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

SECTION 1. That all of the above recitals and preambles are found to be true and

correct and are made a part hereof for all purposes.

SECTION 2. That the City Council of the City of Sherman, Texas, hereby casts 288 votes for the following candidate(s) for the position of Director of the Grayson Central Appraisal District, as follows:

<u>Michael Baecht</u> Candidate	_____ Number of Votes
<u>Brett Graham</u> Candidate	_____ Number of Votes
<u>Ryan Johnson</u> Candidate	_____ Number of Votes
<u>Lynn Mitchusson</u> Candidate	_____ Number of Votes
<u>Charlie Williams</u> Candidate	_____ Number of Votes
<u>Brad Morgan</u> Candidate	_____ Number of Votes

SECTION 3. That the City Clerk shall mark the attached ballot in accordance with this resolution and forward same with a certified copy of this resolution to the Grayson Central Appraisal District.

SECTION 4. 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 _____, 2017.

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**

Grayson Central Appraisal District

512 N. Travis

Sherman, Texas 75090

Phone (903) 893-9673

Fax (903) 892-3835

www.graysonappraisal.org

October 25, 2017

Robby Hefton, City Manager
City of Sherman
P.O. Box 1106
Sherman, TX 75091

Dear City Manager:

As provided by Property Tax Code, Section 6.03, Subsection (j), please find enclosed an official ballot for the Grayson Central Appraisal District Board of Directors election for the term 2018-2019. The number of votes allocated to **City of Sherman** is:

288

Property Tax Code Section 6.03, Subsection (k), states that each taxing unit eligible to vote shall determine its vote by resolution and submit it to the chief appraiser **before December 15, 2017**. A sample resolution has been included for your convenience. The chief appraiser shall count the votes, declare the five candidates who receive the largest cumulative vote total elected, and submit the results to the governing body of each taxing unit in the district and to the candidates.

If you have any questions regarding this procedure, please contact me at the below telephone number.

Sincerely,



Shawn D. Coker, RPA, CCA
Chief Appraiser/Chief Administrator
903-870-1993



OFFICIAL BALLOT

VOTING OF THE BOARD OF DIRECTORS OF THE GRAYSON CENTRAL APPRAISAL DISTRICT 2018-2019 TERM

- Five Members to be Elected;
- Indicate Number of Votes You Wish to Cast for Each Candidate;
- Candidates are listed alphabetically according to the first letter in each candidate's surname according to TPTC 6.03 (j)
- **Ballots and Resolution** must be submitted to the Chief Appraiser **before December 15, 2017.**

City of Sherman

_____	Michael Baecht
_____	Brett Graham
_____	Ryan Johnson
_____	Lynn Mitchusson
_____	Charlie Williams
_____	Brad Morgan

TPTC- 6.03 (k) The governing body of each taxing unit entitled to vote shall determine its vote by resolution and submit it to the chief appraiser before December 15. The chief appraiser shall count the votes, declare the five candidates who receive the largest cumulative vote totals elected, and submit the results before December 31 to the governing body of each taxing unit in the district and to the candidates.



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Meeting Date: 11/20/2017

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

COUNCIL CALENDAR

Attachments

2017 Council Calendar

2018 Council Calendar

2017

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				

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	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

MAY						
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			

JUNE						
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	

JULY						
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					

AUGUST						
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		

SEPTEMBER						
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

OCTOBER						
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				

NOVEMBER						
S	M	T	W	T	F	S
			1	2	3	4
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DECEMBER						
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31						

1/2/2017	New Years Day/Called Council Meeting on 1/3/2017 - Cancelled
3/21/2017	Called Joint Meeting with SISD Board of Trustees
4/21/2017	Called Budget Planning Mtg in Council Chambers
5/22/2017	Called Council Meeting for Introduction, PH and Adoption of Annexation Ordinance (459.6 acre tract on Preston Club Drive in ETJ)
6/15-16/2017	Called Budget Workshop in Council Chambers
7/3/2017	July 3rd Council Meeting Cancelled
7/31/2017	Called Council Meeting for 2nd PH of Annexation Ordinance (Kings Ridge on Norwood Street in ETJ)
9/4/2017	Labor Day/Called Council Meeting on 9/5/2017

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2018

JANUARY						
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FEBRUARY						
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MARCH						
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APRIL						
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MAY						
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JUNE						
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JULY						
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AUGUST						
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SEPTEMBER						
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OCTOBER						
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NOVEMBER						
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DECEMBER						
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