

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

- A. 1. CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN**
- A. 2. PLEDGE OF ALLEGIANCE LED BY COUNCIL MEMBER JOSH STEVENSON**
- A. 3. INVOCATION BY COUNCIL MEMBER JOSH STEVENSON**
- A. 4. APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF OCTOBER 15, 2018**

Special Presentations

- B. 1. SPECIAL PRESENTATION**
Mayor David Plyler's Presentation to the Sherman Police and Fire Associations

Public Hearing

- C. 1. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6159**
Amending Section 12, Ordinance No. 2280, so as to Include Certain Properties within the C-1 (Retail Business) District and Section 8, Subsection (5)(A), Ordinance No. 2280, so as to Grant a Specific Use Permit to Allow an Event Venue in a C-1 (Retail Business) District at 1615 North Maxey Street and 810 North Frisco Road, being part of Lots 1-5, Block 1, Jones & Summit Addition, also being 1.154 acres in the J.B. McAnair Survey, Abstract No. 763 (Allen Martin, Owner; and David Fite Surveying, Surveyor); Providing that this Specific Use Permit shall be Granted Subject to Certain Conditions; Providing a Penalty not to Exceed \$2,000.00
- C. 2. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6160**
Amending Section 12, Ordinance No. 2280, so as to Include Certain Properties within the R-1 (One Family Residential) District at 1606, 1610 and 1614 South Rusk Street and 415 West Lake Street; **Tract 1:** Being Lots 2, 3 and 4, Block 4, Mayhew Addition; **Tract 2:** Being the east 55' of Lots 6, 7 and 8, Block 4, Mayhew Addition (Barton Capital, LTD, Owner; and Helvey-Wagner Surveying, Surveyor)
- C. 3. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6161**
Amending Section 12, Ordinance No. 2280, so as to Include Certain Properties within the R-1 (One Family Residential) District and C-1 (Retail Business) District in the 1100-1300 blocks of South F.M. 1417 (Heritage Parkway) and the 3800-4000 blocks of Quail Run Road; **Tract 1:** Being 19.967 acres in the Elizabeth Jones Survey, Abstract No. 625, also being a part of Lot 2, Block A, Country Ridge Estates No. 10, zone change and conceptual site plan approval from an R-2 (Multi-Family Residential) District to an R-1 (One Family Residential) District; **Tract 2:** Being 6.141 acres in the Elizabeth Jones Survey, Abstract No. 625, also being a part of Lot 2, Block A, Country Ridge Estates No. 10, zone change and conceptual site plan approval from an R-2 (Multi-Family Residential) District to a C-1 (Retail Business) District (RSCL Holdings, LLC, Owners; Wyldewood Homes, Prospective Buyer; Al Denson, Representative; and Helvey-Wagner Surveying, Surveyor)

- C. 4. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6162**
Amending Section 8, Subsection (5)(A), Ordinance No. 2280, so as to Grant a Specific Use Permit to Allow Automobile and Heavy Vehicle Repair, Transmissions, Brakes, Mufflers, Shocks, Oil and Lube with Body Work in a C-2 (General Commercial) District at 4114 Texoma Parkway, being 0.4986 acres in the W. F. Patterson Survey, Abstract No. 969 (DAS SAM Enterprises, LLC, Owners; William Downey, Downey Automotive, Applicant; and Helvey-Wagner Surveying, Surveyor); Providing that this Specific Use Permit shall be Granted Subject to Certain Conditions; Providing a Penalty not to Exceed \$2,000.00
- C. 5. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6163**
Amending Section 8, Subsection (5)(A), Ordinance No. 2280, so as to Grant a Specific Use Permit to Allow Automobile Sales and Impound Lot in a C-2 (General Commercial) District at 5504 Texoma Parkway, being 5.188 acres in the D.C. Shelp Survey, Abstract No. 1097 (Robert and Tammy Allen, Owners; Lone Star Haulin, LLC, Tenant; and Underwood Drafting and Surveying, Surveyor); Providing that this Specific Use Permit shall be Granted Subject to Certain Conditions; Providing a Penalty not to Exceed \$2,000.00
- C. 6. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6164**
Amending Section 8, Subsection (5)(A), Ordinance No. 2280, so as to Grant a Specific Use Permit to Allow Parking Lot Extension for Additional RV Storage in a C-1 (Retail Business) District/O-1.2 (Sam Rayburn Overlay) District at 2005 South Sam Rayburn Freeway, being **Tract 1:** 7.036 acres in the Preston Kitchen Survey, Abstract No. 667; **Tract 2:** Being all of Block 32 of the Replat of Blocks 4, 5, 6, 15, 16, 17, 29, 30, 31, 40 & 41 of Southside Addition; **Tract 3:** All of Blocks 38 & 39 of the Replat of Blocks 4, 5, 6, 15, 16, 17, 29, 30, 31, 40 & 41 of Southside Addition containing 0.487 acres; and **Tract 4:** 0.888 acres in the Preston Kitchen Survey, Abstract No. 667, being a strip of land known as Cottage Avenue (Unimproved) and platted as a City Street (FRHP Lincolnshire, LLC, Owners; CEI Engineering Associates, Inc., Civil Engineer; David Tipton, Representative; Gonzales & Schneeberg, Engineers & Surveyors, Inc., Surveyor; and Nolte & Associates, P.A., Architect); Providing that this Specific Use Permit shall be Granted Subject to Certain Conditions; Providing a Penalty not to Exceed \$2,000.00
- C. 7. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6165**
Amending Section 8, Subsection (5)(A), Ordinance No. 2280, so as to Grant a Specific Use Permit to Allow Living Quarters in a Mini-Storage Facility in a C-1 (Retail Business) District at 4615 North Travis Street, being Lot 1, Block 6 and Lot 1, Block 7 of the Replat of Blocks 1-9, North Creek Section 1 (Young Enterprises, LP, Owners; Todd Young, Representative; and David Baca Studio, LLC, Architect); Providing that this Specific Use Permit shall be Granted Subject to Certain Conditions; Providing a Penalty not to Exceed \$2,000.00
- C. 8. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6166**
Providing for a Permanent "Stop" Sign on Northgate Drive at Heritage Parkway (West F.M. 1417) within the City Limits of the City of Sherman, Texas; Providing for a Penalty Provision
- C. 9. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6167**
Amending Chapter 13 of the Code of Ordinances, entitled "Utilities", at Article 13.06, entitled "Solid Waste", at Sections 13.06.001, 13.06.005, 13.06.050, and 13.06.051 to Revise Residential Waste and Recycling Programs

Close Public Hearing and Consider Adoption of Ordinances

- C. 10. **ADOPTION OF ORDINANCES**
Consider Adoption of Ordinance Numbers: 6159, 6160, 6161, 6162, 6163, 6164, 6165, 6166 and 6167

C. 11. CONSENT AGENDA

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

Resolutions

D. 1. RESOLUTION NO. 6417

Authorizing the Acceptance of a Contract and Conveyance Document from Janet Kent for the Conveyance and Acquisition of Property located at 205 East Lamberth Road, being 0.2066 acres in the J.B. McAnair Survey, Abstract No. 763, and a 1.061 acre part of Lot 1, Block 2 of the Cornerstone Addition, totaling approximately 1.2667 acres, more or less, property being located in the City of Sherman, County of Grayson, State of Texas

D. 2. RESOLUTION NO. 6418

Authorizing Execution of an Agreement for Right of Way Procurement between the City of Sherman and the State of Texas, acting by and through the Texas Department of Transportation, for Right of Way Acquisition Services Rendered by a Local Government [FM 1417 (Heritage Parkway) from US 82 to SH 56]

D. 3. RESOLUTION NO. 6419

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 a National Highway Project for Reconstruction and Widening from a 4-Lane to a 6-Lane On-System Highway (US 75 "The GAP" Project)

D. 4. RESOLUTION NO. 6420

Authorizing Execution of a Development Agreement with 300 Sherman, LP for the Construction of Public Facilities in Quail Run, Phase One, a 17.492-acre Development west of F.M. 1417 along Quail Run Road in the City of Sherman

D. 5. RESOLUTION NO. 6421

Awarding a Bid to and Authorizing Execution of a Contract with Garrett Demolition, Inc. based on a Request for Proposals for the Building Demolition of Fire Station No. 4

D. 6. * RESOLUTION NO. 6422

Accepting the Contract with Lynn Vessels Construction, LLC as Complete for All Equipment, Materials and Construction of the City of Sherman Industrial Sewer Replacement Project

D. 7. * RESOLUTION NO. 6423

Authorizing Execution of a Professional Engineering Services Agreement with Perkins Engineering Consultants, Inc. for the Design of the Aeration and Secondary Treatment Improvements at the Sherman Wastewater Treatment Plant

D. 8. * RESOLUTION NO. 6424

Authorizing Execution of a Professional Engineering Services Agreement with Freeman-Millican, Inc. for the Design of the Fairview Elevated Tank Painting Improvements

D. 9. * RESOLUTION NO. 6425

Authorizing the Purchase of a New 2018 Caterpillar Asphalt Paver for the Street Maintenance Department from Holt Cat through the Texas Local Government Purchasing Cooperative (BuyBoard)

- D. 10. *** RESOLUTION NO. 6426**
Authorizing the Purchase of Two New 2019 Kenworth T440 Dump Trucks for the Street Maintenance Department from MHC Kenworth through the Texas Local Government Purchasing Cooperative (BuyBoard)
- D. 11. *** RESOLUTION NO. 6427**
Authorizing the Purchase of a New Caterpillar Motor Grader for the Street Maintenance Department from Holt Cat through the Texas Local Government Purchasing Cooperative (BuyBoard)
- D. 12. *** RESOLUTION NO. 6429**
Authorizing the Purchase of a New Caterpillar CW34 Pneumatic Roller for the Street Maintenance Department from Holt Cat through the Texas Local Government Purchasing Cooperative (BuyBoard)
- D. 13. *** RESOLUTION NO. 6430**
Authorizing Execution of an Interlocal Agreement between the City of Sherman and the County of Dallas
- D. 14. *** RESOLUTION NO. 6431**
Authorizing the Purchase of a New Flip Screen for the Street Maintenance Department from Flip Screen, LLC through the Texas Local Government Purchasing Cooperative (BuyBoard)
- D. 15. *** RESOLUTION NO. 6433**
Authorizing the Purchase of a New Heil Front Load Truck for the Solid Waste Department from Heil of Texas through the Texas Local Government Purchasing Cooperative (BuyBoard)
- D. 16. *** RESOLUTION NO. 6434**
Authorizing the Purchase of a New 2019 Autocar ACX64 Body for the Solid Waste Department from Chastang Enterprises, Inc. through the Texas Local Government Purchasing Cooperative (BuyBoard)
- D. 17. *** RESOLUTION NO. 6435**
Authorizing the Purchase of a New 2019 Heil Brush Truck for the Solid Waste Department from MHC of Texas through the Texas Local Government Purchasing Cooperative (BuyBoard)
- D. 18. *** RESOLUTION NO. 6436**
Authorizing the Purchase of a Kubota M6060HDC Tractor for the Park Maintenance Department from Six & Mango Equipment through the Texas Local Government Purchasing Cooperative (BuyBoard)

Requests to Advertise

- E. 1. *** REQUEST TO ADVERTISE**
Fairview Elevated Tank Painting Improvements
- E. 2. *** REQUEST TO ADVERTISE**
Repairs to Shepherd Drive #1 Woodbine Water Well

Change Orders

- F. 1. **CHANGE ORDER NO. 1**
Approving a Change Order of \$30,551.59 for the Sherman Fire Station No. 4 Project; Crossland Construction Company, Inc., as Construction Manager-at-Risk (CMAR)

F. 2. CHANGE ORDER NO. 4

Approving the Greater Texoma Utility Authority's Intent to Execute Change Order No. 4; City of Sherman Industrial Sewer Replacement Project; Lynn Vessels Construction, LLC; \$37,899.64 Decrease

Other Business

G. 1. OTHER BUSINESS

Recognition of City of Sherman Award: "Certificate of Achievement for Excellence in Financial Reporting"

G. 2. * OTHER BUSINESS

Approve Quarterly Investment Report for Quarter Ended September 30, 2018

G. 3. * OTHER BUSINESS

Variance and Site Plan Approval for Douglass Distributing, Owners; EIKON, Architect/Engineer; and Chris Frerich, Representative under Ordinance No. 2252, Article IV, Sections 410 (2)(g) to allow a 10' Setback from the F.M. 1417 (Vietnam Veterans Parkway) Property Line for a Vacuum Canopy for Legacy Village Gas Station, Convenience Store and Car Wash in the Blalock Industrial Park at 3707 South U.S. Highway 75

G. 4. * OTHER BUSINESS

Replat Approval of Earnhartbuilt's First Addition, being a Replat of Lots 1 & 2, Block 7, of the Slagle Replat of Block 7 of Christian College Addition, being all of Lots 1 & 2, Block 7 of the Slagle Replat of Block 7, Christian College Addition, containing 0.544 acres in the G.B. Pilant Survey, Abstract No. 963; 2101 & 2103 E Pecan Series, LLC, Owners; Earnhartbuilt, LLC, Developer; and Copley Land Surveying, Surveyor (2100 block of East Mulberry Street)

G. 5. * OTHER BUSINESS

Replat Approval of Lara's Addition, being a Replat of Lots 7 & 8, Block 1 of W.D. Fitch Addition, being Lot 7 and part of Lot 8, Block 1, W.D. Fitch Addition; Jose and Maria Lara, Owners; and Underwood Drafting and Surveying, Surveyor (926 and 932 South Throckmorton Street)

H. CITIZEN REQUESTS

I. MEDIA QUESTIONS

J. COUNCIL COMMENTS

Executive Session

K. 1. EXECUTIVE SESSION

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

Section 551.071	Consultation with City Attorney concerning Pending or Contemplated Litigation
-----------------	---

Section 551.071 Consult with the City Attorney on a Matter in which the Duty of the Attorney to the Governmental Body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this Chapter

Section 551.087 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

L. 1. OPEN MEETING

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

M. 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 2, 2018 at 2:00 p.m., and said time of posting was 72 hours before said meeting was convened or called to order.

Dated this 2nd day of November,
2018 City of Sherman, Texas

City Clerk

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

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

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

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

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

PERSONS WITH DISABILITIES, WHO PLAN TO ATTEND THIS MEETING AND WHO MAY NEED ASSISTANCE, ARE REQUESTED TO CONTACT LINDA ASHBY AT (903) 892-7204, TWO (2)

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

WORKING DAYS PRIOR TO THE MEETING SO THAT APPROPRIATE ARRANGEMENTS CAN BE MADE.

Mayor

David Plyler

Deputy Mayor

Pamela L. Howeth

Council Members

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

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

Shawn C. Teamann, Council – District #1

Josh Stevenson, Council – District #2

Pamela L. Howeth, Council – District #3

Daron Holland, Council – District #4



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

A.4.

Meeting Date: 11/05/2018

Prepared By: Linda Ashby, City Clerk

Approved By: Robby Hefton, City Manager

Caption:

APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF OCTOBER 15, 2018

Attachments

October 15, 2018

Recycling Presentation

STATE OF TEXAS §
COUNTY OF GRAYSON §

October 15, 2018

BE IT REMEMBERED THAT A Regular Meeting of the City Council of the City of Sherman, Grayson County, Texas was begun and held in the Council Chambers of City Hall on October 15, 2018.

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

MEMBERS ABSENT: COUNCIL MEMBER STEELE.

CALL TO ORDER

Mayor Plyler called the meeting to order at 5:00 p.m. The Pledge of Allegiance and Invocation were given by Mayor David Plyler.

APPROVE MINUTES

The Council reviewed the Minutes of the Called City Council Meeting (held jointly with the Sherman Economic Development Corporation Board of Directors) of September 27, 2018 and the Regular City Council Meeting of October 1, 2018. Deputy Mayor Howeth moved to approve the Minutes, as presented; Second by Council Member Stevenson. All present voted AYE. MOTION CARRIED.

SPECIAL PRESENTATION

RECOGNIZING THE 2018 LEADERSHIP SHERMAN CLASS

Eddie Brown, President of the Sherman Chamber of Commerce, said this year's Leadership Sherman Class has 26 participants. He also recognized past alumni from the class.

He thanked the City Council and staff for recognizing the participants, saying the program started in 1980. There are some “gaps” so this is the 32nd class.

Wednesday, October 17, 2018 is “City Day” for participants and the classes will continue through May 2019, with a monthly meeting. The class provides leadership training and community outreach and opens doors to future community leaders.

PROCLAMATION

“LIONS WHITE CANE DAY” – OCTOBER 20, 2018

Mayor Plyler presented a proclamation to Dr. Jerry Gundersheimer, designating October 20, 2018 as “Lions White Cane Day.”

Dr. Gundersheimer thanked the Mayor and City Council for the proclamation, and said most of the money collected locally goes to help the youth of Grayson County that can't afford eye exams or eye glasses.

He said they also partner with the Evening Lions Club to provide eye exams and eye glasses for needy adults.

INTRODUCTION AND PUBLIC HEARING OF ORDINANCES

Mayor Plyler introduced Ordinance No. 6155 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING ORDINANCE NO. 6146 TO APPOINT ELECTION OFFICIALS FOR AN ELECTION OF THE QUALIFIED VOTERS OF THE CITY OF SHERMAN, TEXAS, ON THE 6TH DAY OF NOVEMBER, 2018, FOR THE PURPOSE OF ELECTING A MAYOR AND TWO (2) AT-LARGE CITY COUNCIL MEMBERS FOR PLACE 1 AND PLACE 2 FOR SAID CITY.

ORD 6155
AMEND ELECTION
ORDINANCE

Robby Hefton, City Manager, explained that the Council had previously approved the ordinance calling the Election, for November 6, 2018. However, at that time, the Grayson County Commissioners had not appointed Election Judges and Alternate Judges. This ordinance amends the previous ordinance to include those names.

No citizens appeared before the City Council to discuss Ordinance No. 6155.

Mayor Plyler introduced Ordinance No. 6156 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 LIVING QUARTERS IN A C-1 (RETAIL BUSINESS) DISTRICT AT 301 SOUTH CROCKETT STREET, BEING THE WEST 57' OF THE NORTH 65' OF LOT 1, BLOCK 10, ORIGINAL TOWN PLAT (CRETA LYNN CARTER, II, OWNERS; L. LUMPKINS ARCHITECTS, INC., ARCHITECT; AND HELVEY-WAGNER SURVEYORS, 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 6156
SUP FOR LIVING
QUARTERS
(301 S. CROCKETT)

Scott Shadden, Director of Development Services, said this is a Specific Use Permit to allow a living quarters above this new law office, across the street from the Central Business District.

The project has been approved by the Historical Board, the Construction Board, and the Planning and Zoning Commission.

No citizens appeared before the City Council to discuss Ordinance No. 6156.

Mayor Plyler introduced Ordinance No. 6157 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

ORD 6157
ZONE CHANGE
(301 E. BROCKETT)

R-2 (MULTI-FAMILY RESIDENTIAL) DISTRICT AT 301 EAST BROCKETT STREET, BEING PART OF LOTS 3 AND 6, BLOCK 3, BOND'S 2ND ADDITION, CONTAINING 0.098 ACRES (ARJUN DEMLA, OWNER; CHILDRESS ENGINEERING SERVICES, CIVIL ENGINEER; AND UNDERWOOD DRAFTING & SURVEYING, SURVEYOR); PROVIDING FOR A REPEALER.

Mr. Shadden said the request is for Multi-Family zoning to build a two-story, eight bedroom duplex, with eight parking spaces. The Planning and Zoning Commission recommended approval, subject to the Staff Review Letter.

No citizens appeared before the City Council to discuss Ordinance No. 6157.

Mayor Plyler introduced Ordinance No. 6158 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 DUPLEX IN AN R-1 (ONE FAMILY RESIDENTIAL) DISTRICT AT 1600 AND 1602 NORTH TRAVIS STREET, BEING THE SOUTH 82' OF LOT 16 AND THE SOUTH 82' OF THE EAST 25' OF LOT 15, BLOCK 1 OF W.M. SHANNON'S SUPPLEMENT (CALADIUM INVESTMENTS, LLC, OWNERS; JOE GILBERT, REPRESENTATIVE; AND MARSHALL SARTIN, 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 6158
SUP FOR DUPLEX
(1600 & 1602 N. TRAVIS)

Mr. Shadden said this request is to build a duplex where there's formally been a duplex. The Planning and Zoning Commission recommended approval, subject to the Staff Review Letter.

No citizens appeared before the City Council to discuss Ordinance No. 6158.

The Public Hearing was closed.

ADOPTION OF ORDINANCES

Ordinance 6155

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING ORDINANCE NO. 6146 TO APPOINT ELECTION OFFICIALS FOR AN ELECTION OF THE QUALIFIED VOTERS OF THE CITY OF SHERMAN, TEXAS, ON THE 6TH DAY OF NOVEMBER, 2018, FOR THE PURPOSE OF ELECTING A MAYOR AND TWO (2) AT-LARGE CITY COUNCIL MEMBERS FOR PLACE 1 AND PLACE 2 FOR SAID CITY.

ORD 6155
AMEND ELECTION
ORDINANCE

Ordinance 6156

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

ORD 6156
SUP FOR LIVING
QUARTERS
(301 S. CROCKETT)

USE PERMIT TO ALLOW LIVING QUARTERS IN A C-1 (RETAIL BUSINESS) DISTRICT AT 301 SOUTH CROCKETT STREET, BEING THE WEST 57' OF THE NORTH 65' OF LOT 1, BLOCK 10, ORIGINAL TOWN PLAT (CRETA LYNN CARTER, II, OWNERS; L. LUMPKINS ARCHITECTS, INC., ARCHITECT; AND HELVEY-WAGNER SURVEYORS, 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.

Ordinance 6157

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 R-2 (MULTI-FAMILY RESIDENTIAL) DISTRICT AT 301 EAST BROCKETT STREET, BEING PART OF LOTS 3 AND 6, BLOCK 3, BOND'S 2ND ADDITION, CONTAINING 0.098 ACRES (ARJUN DEMLA, OWNER; CHILDRESS ENGINEERING SERVICES, CIVIL ENGINEER; AND UNDERWOOD DRAFTING & SURVEYING, SURVEYOR); PROVIDING FOR A REPEALER.

ORD 6157
ZONE CHANGE
(301 E. BROCKETT)

Deputy Mayor Howeth asked about the eight parking spaces, saying you can't park on Brockett Street. Mr. Shadden said it is a duplex with four bedrooms on each side. There will be a total of eight, off-street parking places. Council Member Sofey verified that the City's requirement was one parking space per bedroom and a minimum of two per unit.

Ordinance 6158

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 DUPLEX IN AN R-1 (ONE FAMILY RESIDENTIAL) DISTRICT AT 1600 AND 1602 NORTH TRAVIS STREET, BEING THE SOUTH 82' OF LOT 16 AND THE SOUTH 82' OF THE EAST 25' OF LOT 15, BLOCK 1 OF W.M. SHANNON'S SUPPLEMENT (CALADIUM INVESTMENTS, LLC, OWNERS; JOE GILBERT, REPRESENTATIVE; AND MARSHALL SARTIN, 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 6158
SUP FOR DUPLEX
(1600 & 1602 N. TRAVIS)

ACTION TAKEN.

Motion by Council Member Stevenson to adopt Ordinance Nos. 6155, 6156, 6157, and 6158, as presented. Second by Council Member Teamann.

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

VOTING NAY: None.

MOTION CARRIED.

CONSENT AGENDA

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

CONSENT AGENDA

RESOLUTIONS

RESOLUTION NO. 6415 – RECOGNIZING THAT THE PORTION OF O.B. GRONER ROAD, FROM F.M. 1417 TO MOORE STREET, WILL BE RECOGNIZED AS AND RENAMED “WEST TRAVIS STREET”

**RES 6415
RENAME PORTION
OF STREET TO
WEST TRAVIS STREET**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, RECOGNIZING THAT THE PORTION OF O.B. GRONER ROAD, FROM F.M. 1417 TO WEST MOORE STREET, WILL BE RECOGNIZED AS AND RENAMED “WEST TRAVIS STREET.”

Clint Philpott, Director of Engineering, said this is the section of O.B. Groner Road that is just south of the new High School. When all phases of construction are completed, the road will connect from U.S. Hwy 75 to F.M. 1417. The construction contract has been approved and they should be clearing land in the next couple of weeks.

ACTION TAKEN.

Motion by Council Member Teamann to approve Resolution No. 6415, as presented. Second by Council Member Holland.

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

VOTING NAY: None.

MOTION CARRIED.

RESOLUTION NO. 6416 – AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH THE SHERMAN MUSEUM FOR EXPENDITURE OF A PORTION OF THE FUNDS COLLECTED BY THE CITY OF THE HOTEL-MOTEL OCCUPANCY TAX

**RES 6416
SHERMAN MUSEUM
FUNDING**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH THE SHERMAN MUSEUM FOR EXPENDITURE OF A PORTION OF THE FUNDS COLLECTED BY THE CITY OF THE HOTEL-MOTEL OCCUPANCY TAX.

CONSENT AGENDA.

OTHER BUSINESS

RECEIVE AN UPDATE ON THE CITY OF SHERMAN'S RECYCLING PROGRAM AND CONSIDER ALTERNATIVES

RECYCLING PROGRAM

Mr. Hefton said the staff brought this recycling situation to the City Council a couple of meetings ago and this is a follow-up. He said Mary Lawrence, Director of Finance, and her staff have done a lot of research, and he felt she had some solutions that would be good for now.

Ms. Lawrence said, as for recycling, the City can't keep doing what they are currently doing. Starting in January 2018, China quit taking mixed stream recyclables, which is what Sherman has. They were the largest buyer for mixed recyclables, and

there has been no substitute for the loss of that market. It was an environmental decision because they burn a lot of their garbage and it was causing pollution. They banned 24 different materials that they used to accept and they demand 99.5% purity in the recycling they do accept.

She said some smaller communities have quit recycling because they can't afford to do it. There is no longer a market for glass and they are not accepting a mixed stream. Some towns in California are warehousing some recyclables and it is causing a "glut" of materials.

Until April 2018, the City of Sherman was still being paid for their recyclables. In May 2018, the City started having to pay the processor, first at \$95 per ton, now at \$150 per ton. The value of recycled materials doesn't offset the cost.

Ms. Lawrence said part of the problem is the market, but part of it is Sherman's contaminated stream. The only value Sherman has left is in cardboard, for which they don't pay. Sherman's stream is about 40% contaminated. China demands no more than .5% contamination.

She said if the items that are not recyclable for Sherman go to the processor, they remove them and send them to the landfill. This is hugely expensive for Sherman, it's inefficient, and nothing has been gained.

Ms. Lawrence said the staff surveyed what other cities are doing and local cities are maintaining their recycling programs. Many are currently under a contract and their costs have not increased yet. They will when they negotiate their next contract. Nationally there are some cities that are suspending their program.

She said the City's current recycling program began in 2001 at \$3.01 and the current rate is \$3.10, which is only a \$0.09 increase in 18 years. About 7% of the revenue is from recycling and about 5% of the tonnage is from recycling.

If the City wants to continue recycling, they will have to think about it differently, because it won't be as economical as before. Recycling will cost money. The stream will have to be cleaned up and the City needs a contract with the processor, to have some certainty about the rates and the program.

In order to clean up the stream, the City would only recycle those items that have a market. If the items ultimately end up in a landfill anyway, she said, why spend the money collecting them as recycling. The City would also need to enforce compliance, which would be a challenge and very labor intensive.

Ms. Lawrence said the monthly rate for recycling is \$3.10 and that would need to increase. The City is losing about \$100,000 per year in recycling revenue because they used to be paid for

the recycling. Landfill costs will increase because items that were being recycled will now go to the landfill. Even if the City cleans up the stream, it may not be clean enough. Recycling tonnage would be reduced so the City wouldn't be paying the \$150 per ton to the recycler, but would pay the \$35 per ton to the landfill.

Ms. Lawrence said, tonight the staff is asking the Council to consider a rate increase of \$1 per month, per container, which will offset the lost revenue from the sale of the recycling, and to direct the staff to modify the Recycling Program to adapt to the new environment.

She said they don't believe this will be the final solution, because there are so many unanswered questions, such as can the stream be cleaned up enough, will there be a contract with a processor, and what will compliance look like. What will the cost be to get the level of compliance where a processor will accept the stream.

The staff will evaluate the situation and present options to the Council in the first quarter of 2019. She felt there will be additional modifications at that time.

Ms. Lawrence said there is also another alternative and asked the City Council if they still wanted to recycle. If the Recycling Program is suspended, all the waste would go to the landfill, and disposal fees would increase about \$100,000 per year.

However she felt that many residences and businesses would need an additional cart, which would add to the revenue. There would be an impact on commercial customers because their containers are more expensive than the residential ones. They also felt, if the program was stopped, it would be hard to restart it in the future.

Mr. Hefton said there are currently about 14,000 residential customers and 10,000 recycling customers. Only senior citizens can opt out of the Recycling Program. Participation is not required, but a \$3.10 monthly charge is placed on the 10,000 recycling customers, whether or not they recycle. Five percent of the total waste stream is currently recycled.

He said the staff did discuss other scenarios such as a voluntary program only, where residents sign up if they want to recycle. The recycling customers would be responsible for bearing the entire cost of the program, which could be extremely expensive with a limited number of participants. He added that this type of program would have challenges.

He said the staff feels there are two major decision points. First, does the Council want to suspend the program for now. He did not believe this was the right or best thing, but it could be done.

Second, is there some way to combat the big problem, which is contamination of the waste stream, because of the low tolerance for contamination. He said it would be very, very challenging to get the contamination level down to where it needs to be, especially to sell to the China market. There is still a United States market.

He felt that the City's education efforts and reducing the type of recyclables that enter the recycle stream will help with the contamination. Currently the City's contamination level is at 40%, but there is no way to tell how much that can be reduced.

Council Member Stevenson asked specifically about the recycling of cardboard. Ms. Lawrence said there is no charge to the City to recycle cardboard, but they are not getting paid. He felt that there was a higher degree of contamination with plastics.

Mr. Hefton said the proposal is to accept "clean fibers" which is cardboard and newspapers, #1 and #2 plastics, and aluminum. Instead of accepting four different materials, the City could start with one and see if the contamination levels drop significantly. Additional items could be added back at a later date.

Council Member Stevenson said if cardboard is "neutral," adding the \$1 rate increase should get the cost back to whole. Ms. Lawrence said cardboard is about the only thing for which there is still a market. She did ask about compliance issues and how the cans would be checked prior to dumping. Council Member Holland verified that cardboard could be recycled even if it had already been recycled previously.

Based on Council input, Mr. Hefton verified that the Council did not want to suspend the Recycling Program. Council Member Stevenson agreed that restarting the program after it had been suspended would be very hard. He wanted to do something to keep the program alive until circumstances change. It will be easier for citizens to remember that only clean cardboard is recyclable. If later there is a good market for aluminum, that could be added back into the program.

Ms. Lawrence reiterated that contamination is the problem and the processors don't want #3 through #7 plastic, or glass. Council Member Stevenson said the citizens "will vote with their compliance" on whether or not they want the program to continue.

Mr. Hefton said if the citizens want to continue with a Recycling Program, they will have to clean up the waste stream. Even with major compliance, the City can't possibly get down to the threshold of contamination that is allowed in the overseas market. The recycling cans must be used for acceptable recycling and not as an additional trash can.

COUNCIL MINUTES – OCTOBER 15, 2018

Mr. Hefton verified with Michael Springer, Solid Waste and Recycling Manager, that acceptable recycling could be expanded to include newspapers, as well as corrugated cardboard.

Mr. Hefton asked Council Members if they wanted to continue the program with a couple of items and then re-evaluate in several months to see if compliance was high enough to add other items back. Mayor Plyler said he had recently heard from many citizens that they want to continue the Recycling Program. He felt most participants want to comply and would help clean up the waste stream.

Mr. Hefton said the staff will present a resolution at the next Council Meeting to increase the recycling rates by \$1 per customer per month to continue the program. The staff will report back to the City Council during the first quarter of 2019 to address compliance and the financial aspect of the plan.

SITE PLAN APPROVAL FOR DOUGLASS DISTRIBUTING, OWNERS; EIKON, ARCHITECT/ENGINEER; AND CHRIS FRERICK, REPRESENTATIVE UNDER ORDINANCE NO. 2252, ARTICLE IV, SECTIONS 410 (2)(J) AND (2)(G)(L) TO ALLOW LEGACY VILLAGE GAS STATION, CONVENIENCE STORE AND CAR WASH IN THE BLALOCK INDUSTRIAL PARK AT 3707 SOUTH U.S. HIGHWAY 75

APPROVE SITE PLAN
LEGACY VILLAGE
GAS STATION,
CONVENIENCE STORE
& CAR WASH
(3707 S. US HWY 75)

Mr. Shadden said Legacy Village is located by the Movie Bowl Grill at U.S. Hwy 75 and F.M. 1417. It will include a 7,000 foot convenience store, car wash, and a canopy with 20 gas pumps. The Planning and Zoning Commission recommended approval of the Site Plan. All managers in the Blalock Industrial Park were notified and there was no opposition.

ACTION TAKEN.

Motion by Council Member Stevenson to approve the Site Plan for Douglass Distributing to allow Legacy Village Gas Station, Convenience Store and Car Wash in the Blalock Industrial Park at 3707 South U.S. Highway 75, as presented. Second by Council Member Holland.

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

VOTING NAY: None.

MOTION CARRIED.

REPLAT APPROVAL OF LOT 2 AND LOT 3 OF BOB ALLEN ADDITION, BEING 2.849 ACRES IN THE J.B. McANAIR SURVEY, ABSTRACT NO. 763, ALSO BEING LOTS 2 AND 3, BLOCK 1, BOB ALLEN ADDITION; WORNAT-WEATHERFORD, LLC, OWNERS; AND GOODWIN-LASITER-STRONG, SURVEYOR (2607 LOY LAKE ROAD)

APPROVAL OF REPLAT
BOB ALLEN ADDITION
(2607 LOY LAKE RD)

The City Council approved the Replat of Lot 2 and Lot 3 of Bob Allen Addition, a 2.849 acre tract located at 2607 Loy Lake Road. The property is zoned a C-O (Office) District and the owners would like to replat two lots into one lot to construct an office for the Department of Family & Protective Services.

COUNCIL MINUTES – OCTOBER 15, 2018

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

SECOND REPLAT APPROVAL OF LOT 3, BLOCK 1, DR. J.H. CARRAWAY SUBDIVISION, BEING ALL OF LOTS 1 AND 2 OF THE REPLAT OF LOT 3, BLOCK 1, DR. J.H. CARRAWAY'S SUBDIVISION, CONTAINING 2.338 ACRES IN THE J.B. McANAI SURVEY, ABSTRACT NO. 763; AMERISTATE BANK AND NHAT NGUYEN INVESTMENTS, LLC, OWNERS; AND UNDERWOOD DRAFTING & SURVEYING, SURVEYOR (2515 MASTERS STREET)

The City Council approved the Second Replat of Lot 3, Block 1, of the Dr. J.H. Carraway Subdivision, being all of Lots 1 and 2 of the Replat of Lot 3, Block 1, Dr. J.H. Carraway's Subdivision, a 2.338 acre tract, located at 2515 Masters Street.

The property is zoned a C-1 (Retail Business) District and the owners would like to replat it into two lots for commercial development.

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

REPLAT APPROVAL OF BLOCK 2 AND BLOCK 3, WEST CANYON CREEK ESTATES, SECTION 3, BEING A PART OF TRACT 1 AND A PART OF TRACT 4 OF WEST CANYON CREEK ESTATES, SECTION 3, ALSO BEING 6.925 ACRES IN THE JAMES B. VADEN SURVEY, ABSTRACT NO 1288; WEST CANYON CREEK ESTATES, LTD, OWNERS; LYNN VESSELS CONSTRUCTION, LLC, DEVELOPER; AND UNDERWOOD DRAFTING & SURVEYING SURVEYOR (3300 BLOCK OF CANYON CREEK DRIVE AND 2700 BLOCK OF HILLVIEW LANE)

The City Council approved the Replat of Block 2 and Block 3, West Canyon Creek Estates, Section 3, being a part of Tract 1 and a part of Tract 4 of West Canyon Creek Estates, Section 3, a 6.925 acre tract, located in the 3300 block of Canyon Creek Drive and 2700 block of Hillview Lane.

The property is located next to the new Pecan Grove Park, and is zoned an R-1 (One Family Residential) District. The owners would like to replat the property into 19 lots for residential development.

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

FINAL PLAT APPROVAL OF SHERMAN HIGH SCHOOL ADDITION, BEING 94.76 ACRES IN THE ELIZABETH JONES SURVEY, ABSTRACT NO. 625; SHERMAN ISD, OWNERS; TEAGUE, HALL & PERKINS, CIVIL ENGINEER/SURVEYOR; AND MIKE WILSON, REPRESENTATIVE (2900 BLOCK OF WEST O.B. GRONER ROAD)

APPROVAL OF REPLAT
DR. J.H. CARRAWAY
SUBDIVISION
(2515 MASTERS ST)

APPROVAL OF REPLAT
WEST CANYON
CREEK ESTATES
(3300 BLOCK OF
CANYON CREEK DR
& 2700 BLOCK OF
HILLVIEW LN)

APPROVE FINAL PLAT
SHERMAN HIGH
SCHOOL ADDITION
(2900 BLOCK OF WEST
O.B. GRONER RD)

COUNCIL MINUTES – OCTOBER 15, 2018

The City Council approved the Final Plat of Sherman High School Addition, a 94.76 acre tract, located in the 2900 block of West O.B. Groner Road, the proposed future West Travis Street Extension.

The Sherman Independent School District would like to plat the property into two lots to relocate Sherman High School. The Planning and Zoning Commission recommended approval of the Final Plat, subject to the Staff Review Letter.
CONSENT AGENDA.

REPLAT APPROVAL OF LOT 1, BLOCK 1, OSMANI'S FIRST ADDITION, A REPLAT OF PART OF LOT 1 AND ALL OF LOT 2, BLOCK 1 OF THE REPLAT OF PART OF LOT 6 AND PART OF LOT 7 OF THE DIVISIONAL SURVEY FOR THE HEIRS OF J.B. SHANNON DEED VOLUME A – PAGE 1, BEING A PART OF THE J.B. McANAIR SURVEY, ABSTRACT NO. 763 AND BEING ALL OF LOT 2 AND A PORTION OF LOT 1, BLOCK 1 OF THE REPLAT OF PART OF LOT 6 AND LOT 7 OF THE PLAT OF DIVISIONAL SURVEY FOR THE HEIRS OF J.B. SHANNON DEED, VOLUME A – PAGE 1, CONTAINING 0.532 ACRES; TY OSMANI, OWNER; AND UNDERWOOD DRAFTING & SURVEYING, SURVEYOR (429 NORTH SAM RAYBURN FREEWAY)

The City Council approved the Replat of Lot 1, Block 1, Osmani's First Addition, a Replat of part of Lot 1 and all of Lot 2, Block 1 of the Replat of part of Lot 6 and part of Lot 7 of the Divisional Survey for the Heirs of J.B. Shannon Deed Volume A – Page 1, a 0.532 acre tract, located at 429 North Sam Rayburn Freeway.

The property is zoned a C-1 (Retail Business) District and is also located in the Central Business District and the Sam Rayburn Overlay District. The owner would like to replat the property into one lot 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 GOODE ADDITION IN THE CITY OF SHERMAN EXTRA TERRITORIAL JURISDICTION (ETJ), BEING 6.842 ACRES IN THE ALFRED HUME SURVEY, ABSTRACT NO. 522; KACY CHEYENNE GOODE HAWKINS, OWNER; AND UNDERWOOD DRAFTING & SURVEYING, SURVEYOR (2712 PLAINVIEW ROAD)

The City Council approved the Final Plat of Good Addition in the City's Extra Territorial Jurisdiction. The 6.842 acre tract is located at 2712 Plainview Road. The owners would like to plat the property into two lots.

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

APPROVAL OF REPLAT
OSMANI'S FIRST
ADDITION
(429 N. SAM RAYBURN
FRWY)

APPROVE FINAL PLAT
GOODE ADDITION
(2712 PLAINVIEW RD)

CITIZENS REQUESTS

There were no citizen's requests.

CITIZENS REQUESTS

MEDIA QUESTIONS

There were no media questions.

MEDIA QUESTIONS

COUNCIL COMMENTS

TEXAS MUNICIPAL LEAGUE CONFERENCE

Council Member Holland attended the recent TML Conference and said he learned a lot and had some things that he felt would benefit the City.

TML CONFERENCE

LEADERSHIP SHERMAN CLASS

Council Member Teamann appreciated the Chamber of Commerce's Leadership Sherman Class attending the City Council Meeting. He serves on the Chamber Board and said he looked forward to hearing about their activities.

LEADERSHIP
SHERMAN

RECYCLING PROGRAM

Council Member Teamann said he appreciated the City staff for bringing back the opportunities for the Recycling Program. They all take it very seriously and want to continue with the program, while being environmentally friendly, but also aware of the costs and making efficient decisions with tax dollars.

RECYCLING
PROGRAM

LEADERSHIP SHERMAN CLASS

Council Member Sofey said he participated in Leadership Sherman about 20 years ago. He said he has lived in Sherman his entire life and has a true appreciation of what the program provides. He said it's a good program and he appreciated the Chamber continuing to offer it.

LEADERSHIP
SHERMAN

TEXAS MUNICIPAL LEAGUE CONFERENCE

Deputy Mayor Howeth said one of the good things about attending the TML Conference is that the City Council and the management staff get to spend time socializing, attending meetings together, and getting to know each other. She said it makes for a better working relationship. She felt it could benefit leaders at every level of government.

TML CONFERENCE

TEXAS MUNICIPAL LEAGUE CONFERENCE

RECYCLING PROGRAM

Council Member Stevenson said he enjoyed the TML Conference and knew that everyone on the Council and the staff were dedicated to keeping the Recycling Program alive. He said it was very important that citizens adhere to the new rules.

TML CONFERENCE
& RECYCLING
PROGRAM

ANNOUNCEMENTS

Mayor Plyler announced the following:

- A dedication ceremony will be held on October 16, 2018, at 1:00 p.m., for the new Fire Station #4.
- Many activities are scheduled for the Public Library during October including: TexPart Paranormal will

ANNOUNCEMENTS

COUNCIL MINUTES – OCTOBER 15, 2018

discuss paranormal research on October 18, 2108, from 6:00 p.m. until 7:30 p.m.; Trick-or-Treat Village, on October 27, 2018; and Halloween Pajama Story Time, on October 30, 2018, from 6:30 p.m. until 7:15 p.m.

- North Texas Young Professionals will host the City Council Debate Forum on October 22, 2018, at 6:00 p.m., at Grayson Hall.
- Sherman Main Street will host Trick-or-Treat on Travis Street, on October 25, 2018, at 6:00 p.m.
- Parks and Recreation will hold a dedication ceremony for the new Hawn Park Skate Park, on October 26, 2018, at 5:30 p.m.
- The Police Department will host Fright Fest, on October 31, 2018, in Kidd-Key Park.

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

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

EXECUTIVE SESSION

SECTION 551.071 --

CONSULTATION WITH CITY ATTORNEY CONCERNING PENDING OR CONTEMPLATED LITIGATION

SECTION 551.071 --

CONSULT WITH THE CITY ATTORNEY ON A MATTER IN WHICH THE DUTY OF THE ATTORNEY TO THE GOVERNMENTAL BODY UNDER THE TEXAS DISCIPLINARY RULES OF PROFESSIONAL CONDUCT OF THE STATE BAR OF TEXAS CLEARLY CONFLICTS WITH THIS CHAPTER

SECTION 551.087 --

DELIBERATION REGARDING ECONOMIC DEVELOPMENT NEGOTIATINS:
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

COUNCIL MINUTES – OCTOBER 15, 2018

On Motion duly made and carried, the Open Meeting recessed and reconvened in Executive Session at 5:47 p.m.

On Motion duly made and carried, the Executive Session recessed at 6:08 p.m. and reconvened in Open Meeting.

OPEN MEETING

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

OPEN MEETING

ADJOURNMENT

On Motion duly made and carried, the meeting adjourned at 6:09 p.m.

ADJOURNMENT

MAYOR

CITY CLERK

City of Sherman

Recycling Program

Current Recycling Environment

- Largest international market for recycled materials *was* China
- Only certain clean, high quality materials are recycled
- Processors of recycled materials and Recyclers do not want glass
- Global glut of recycled materials; some warehoused
- Processors are now paying someone else or paid a fraction
- Contamination goes to landfill – about 25% overall
- Processors are not renewing their current contracts

Effect of Contaminated Stream

- \$150/ton current recycling processor v. \$35/ton for landfill
- City's stream has about 40% contamination
- Contamination goes to landfill
- Processors charge for dirty stream
- No outlet for "garbage"

Responses from Other Cities

- Local cities are maintaining recycling programs
- Some fee increases
- Looking for new outlets
- Still evaluating options
- Many still under existing contracts
- Cleaning up stream
- Sending recycling to landfill temporarily



Current Recycling Program

- Current program began 10/1/2001 with rate of \$3.01
- Current Rate \$3.10 as of October 1, 2018 per month per container
- Mixed Recyclables accepted
 - #1 - #7 plastic, tin, aluminum, clean paper, glass
- Not accepted
 - Plastic bags/wrap, Styrofoam, spoiled or wet paper, pizza boxes, bubble wrap, waxed & plastic coated boxes, small appliances, clothing, yard and construction waste
- 96-gallon roll-out container
- 5% of the City's waste stream is from the recycling program
- Almost 3,000 tons per year

Alternative #1

We Still Want to Recycle

How Can We Still Recycle?

- New Mindset – Recycling costs money
- Cleaner stream
 - Education
 - Compliance
 - Only materials in demand
- Then, contract with processor



Cleaning Up the Recycle Stream

- Limit types of materials accepted
 - Clean Fiber (corrugated cardboard & newspapers)
 - #1 & #2 plastic
 - Tin
 - Aluminum
- Educate customers
 - Reduce, Reuse, Recycle
 - Acceptable and unacceptable materials
 - Public education campaign
- Require Compliance
 - Stickers for noncompliant cans
 - Only compliant cans are picked up



Recycling Costs

- Current monthly rate of \$3.10 could increase up to \$6.00, or more
- Cleaning up stream *may* reduce Recycling costs but will increase disposal costs at the landfill
- Contract with processor after we clean up stream
- Immediate ask:
 - \$1.00/month per container
 - Direct staff to modify Recycling program to adapt to new environment
- Evaluate program in first quarter of 2019

Alternative #2

Do We Still Want to Recycle?

Suspend Recycling Program

- Use existing Recycling resources (trucks and drivers) for RSW program next year
- No need for an immediate rate increase
- Many residents and businesses will need an additional trash container
- Challenge to re-start program in future
- Increased landfill costs



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

B.1.

Meeting Date: 11/05/2018

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

SPECIAL PRESENTATION

Mayor David Plyler's Presentation to the Sherman Police and Fire Associations

Issue:

The Mayor will present representatives from the Police and Fire Associations with the proceeds from the Blue Sky Songtellers' Gathering on September 28, 2018.

Background:

On Friday, September 28, 2018, the Blue Sky Songtellers' Gathering benefiting the Sherman Police and Fire Associations was held in the Kidd-Key Auditorium. The proceeds from this event are to be presented to representatives of the Sherman Police and Fire Associations at this meeting.

Origination:

Mayor David Plyler

Financial Consideration:

There is no financial impact to be considered.



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

C.1.

Meeting Date: 11/05/2018

Prepared By: Scott Shadden, Director of Developmental Services

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6159

Amending Section 12, Ordinance No. 2280, so as to Include Certain Properties within the C-1 (Retail Business) District and Section 8, Subsection (5)(A), Ordinance No. 2280, so as to Grant a Specific Use Permit to Allow an Event Venue in a C-1 (Retail Business) District at 1615 North Maxey Street and 810 North Frisco Road, being part of Lots 1-5, Block 1, Jones & Summit Addition, also being 1.154 acres in the J.B. McAnair Survey, Abstract No. 763 (Allen Martin, Owner; and David Fite Surveying, Surveyor); Providing that this Specific Use Permit shall be Granted Subject to Certain Conditions; Providing a Penalty not to Exceed \$2,000.00

Issue:

To consider the request of Allen Martin (Owner) and David Fite Surveying (Surveyor) concerning the property located at 1615 North Maxey Street and 810 North Frisco Road, being part of Lots 1-5, Block 1, Jones & Summit Addition, also being 1.154 acres in the J.B. McAnair Survey, Abstract No. 763, for a zone change from an R-1 (One Family Residential) District and C-2 (General Commercial) District to a C-1 (Retail Business) District and a Specific Use Permit to allow an event venue in a C-1 (Retail Business) District

Background:

The property is located at 1615 North Maxey Street and 810 North Frisco Road; the southeast corner of Frisco Road and Maxey Street. Gardenland Nursery was the former tenant. The owner would like to change the zoning on the two tracts to a C-1 (Retail Business) District and request a Specific Use Permit to allow an event venue to accommodate weddings, parties and meetings. They were approved for exceptions to allow the gravel parking lot and the existing metal building; the post in the front of the building will be wrapped with cedar with the condition the building meet the masonry requirements within three years.

Origination:

Allen Martin (Owner)

David Fite Surveying (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the October 16, 2018 regular meeting, the Planning and Zoning Board voted 6/0 to recommend to the City Council that the zone change and Specific Use Permit be approved subject to the Staff Review Letter and updating the exterior finish on the building to meet the masonry requirements within three years and reviewing the Specific Use Permit in three years. Commission Member Sims abstained because of a conflict of interest.

Alternatives:

The City Council could deny the request.

Attachments

Ordinance No. 6159
Location Map
Zoning Map
Zoning Sign Photo
Survey
Site Plan
Elevations
Staff Review Letter
P&Z Communication

ORDINANCE NO. 6159

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 AND SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW AN EVENT VENUE IN A C-1 (RETAIL BUSINESS) DISTRICT AT 1615 NORTH MAXEY STREET AND 810 NORTH FRISCO ROAD, BEING PART OF LOTS 1-5, BLOCK 1, JONES & SUMMIT ADDITION, ALSO BEING 1.154 ACRES IN THE J.B. MCANAIR SURVEY, ABSTRACT NO. 763 (ALLEN MARTIN, OWNER; AND DAVID FITE SURVEYING, 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; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City Planning and Zoning Commission and the City Council, in accordance with the state law and the ordinances of the City of Sherman, have given the required notices and have held the required public hearings regarding this Specific Use Permit; and

WHEREAS, the City Council finds that this use will complement or be compatible with the surrounding uses and community facilities; contribute to, enhance, or promote the welfare of the area of request and adjacent properties; not be detrimental to the public health, safety, or general welfare; and conform in all other respects to all applicable zoning regulations and standards; and

WHEREAS, the City Council finds that it is in the public interest to grant this specific use permit, subject to certain conditions;

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

SECTION 1. That, from and after the passage of this ordinance, the following described property shall be in the C-1 (Retail Business) District at 1615 North Maxey Street and 810 North Frisco Road and Allen Martin (Owner) and David Fite Surveying (Surveyor) are granted a Specific Use Permit to allow an event venue in a C-1 (Retail Business) District and that Section 8, Subsection (5)(a), Ordinance No. 2280 is hereby amended so as to hereafter include the following described property:

ALL that certain lot, tract or parcel of land situated in the J.B. McAnair Survey, Abstract No. 763, in the City of Sherman, Grayson County, Texas, and being known as that tract of land described as TRACT ONE and TRACT TWO in a Deed to Gary Milton as recorded in Volume 4305, Page 217 of the Official Public

Records of Grayson County, Texas, and being part of Lots 1, 2, 3, 4 & 5 of Block 1 of the Jones Summit Addition to said city as recorded in Volume 303, Page 86 of the Deed Records of Grayson County, Texas, and being more particularly described as follows:

BEGINNING at a ½" iron rod set for corner at the intersection of the Northeast line of Maxey Street and the Southeast line of Frisco Road and being at the Northwest corner of said TRACT ONE;

THENCE North 21 deg. 40 min. 30 sec. East with the Southeast line of Frisco Road, a distance of 196.06 feet to a ½" iron rod set for corner at the Northeast corner of said TRACT ONE, said point being a Northwest corner of the Burlington Northern Santa Fe Railroad property;

THENCE South 57 deg. 05 min. 23 sec. East with the West line of said railroad, a distance of 270.93 feet to a ½" iron rod set for corner at an angle point in the West line of said railroad;.

THENCE South 15 deg. 56 min. 01 sec. East with the West line of said railroad, passing the Northeast corner of Lot 1, Block 1 of said Jones Summit Addition and continuing for a total distance of 77.00 feet to a fence corner post found for corner at the Southwest corner of said TRACT TWO;

THENCE South 73 deg. 52 min. 57 sec. West with the South line of said TRACT TWO and along a fence line, a distance of 235.50 feet to a ½" iron rod set for corner at a fence corner post in the East line of Maxey Street at the Southwest corner of said TRACT TWO;

THENCE North 16 deg. 07 min. 03 sec. West with the East line of Maxey Street, a distance of 70.00 feet to a ½" iron rod set for corner at the Northwest corner of said TRACT TWO and being the Southwest corner of said TRACT ONE and being at a turn in the East line of said street;

THENCE North 63 deg. 44 min. 00 sec. West with the Northeast line of Maxey Street, a distance of 84.00 feet to the **POINT OF BEGINNING and containing 1.154 acres of land more or less.....**

SECTION 2. That this specific use permit is granted on the following conditions:

Zoning:

1. All aspects of the C-1 (Retail Business) District, the sign ordinance, the fence ordinance and the Commercial Tree and Landscaping Ordinance must be followed.
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal (903.892.7267).
3. All parking shall be on private property and shall not encroach into Maxey Street or Frisco Road right-of-way.

4. Parking is permitted on paved surfaces only (concrete or asphalt) unless an exception is granted; a parking space is considered to be 9'x20'.
5. The exterior façade is required to be Masonry or equivalent on the sides of all buildings visible from front street right-of-way unless an exception is approved.
6. No outside storage/displays are allowed at any time.
7. Screening shall be required and maintained abutting any residentially zoned property.
8. According to the survey, a portion of the fence along Maxey Street is located in the right-of-way and will need to be relocated to the property line or inside the property line.
9. Violations of the conditions of the SUP will terminate the Specific Use Permit.
10. Review the zoning and development ordinance for additional requirements.
11. Site plan approval is valid for a period of one year, if progress has not been made within that time period; resubmission to the Planning & Zoning Commission is required.

Engineering:

12. Platting of the property is required.
13. New drive approaches and sidewalks must conform to City of Sherman standards and a permit is required from City of Sherman Engineering Department.
14. Privately owned and maintained detention in accordance with City criteria is required. Engineering plans shall be provided to the City of Sherman Engineering Department for review and approval.
15. Verify parking space requirements with Building & Zoning Department. North parking will only allow 16-18 parking spaces, not 26.
16. Verify fire lane requirements with Fire Marshall.

Planning & Zoning Commission:

17. Update the metal building within three (3) years to meet the masonry requirements.
18. Review the Specific Use Permit in three (3) years.

SECTION 3. That this ordinance shall not become effective until entered upon the official zoning map as provided in Section 8, Subsection (5)(a), Ordinance No. 2280.

SECTION 4. That a person who violates a provision of this ordinance, upon conviction, is punishable by a fine not to exceed \$2,000.00.

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 meetings at which this ordinance was introduced and passed were open to the public and that public notice of the time, place and purpose of said meetings were given all as required by law.

INTRODUCED on this the _____ day of _____, 2018.

ADOPTED on this the _____ day of _____, 2018.

EFFECTIVE DATE on this the _____ day of _____, 2018.

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**



1615 N. Maxey & 810 N. Frisco

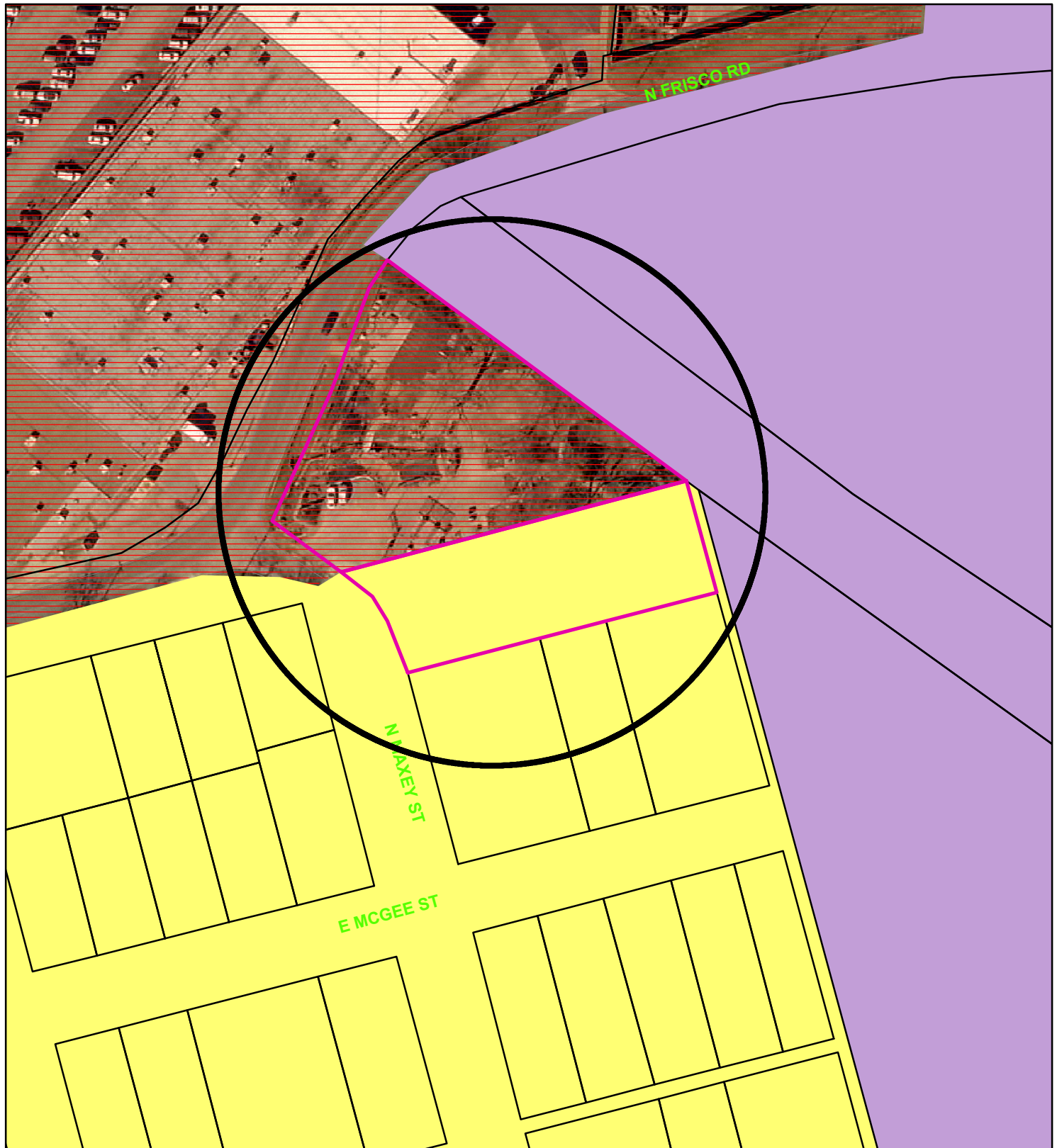


**1615 N. Maxey Street &
810 N. Frisco Road**



1 in = 600 ft

City of Sherman, Texas
Developmental Services Department



Zoning - 1615 N. Maxey & 810 N. Frisco

Legend

Special Districts Overlay

DISTRICT_NAME

- Arts and Cultural District
- Blalock Commercial Overlay District
- Central Business District
- College Park District
- Downtown Overlay District
- Historic Preservation District
- Transportation Corridor

Representation: ShermGIS.DBO.TransportationCorridor_Rep

- FM 1417
- Sam Rayburn Freeway
- US Hwy 82 and 75
- SH 289
- FM 691

Zoning Districts

Representation: ShermGIS.DBO.ZoningDistrict_Rep

- Unknown
- BIP - Blalock Industrial Park
- C-1 Retail Business District

- C-2 General Commercial District
- CO Office District
- Lakes
- M-1 Light Manufacturing District
- M-1.5 Medium Manufacturing District
- M-2 Heavy Manufacturing District
- MH Manufacturing Housing District
- R-1 One Family Residential District
- R-2 Multi-Family Residential District
- R-A Single Family Agricultural District
- SF-1 Single Family Residential District

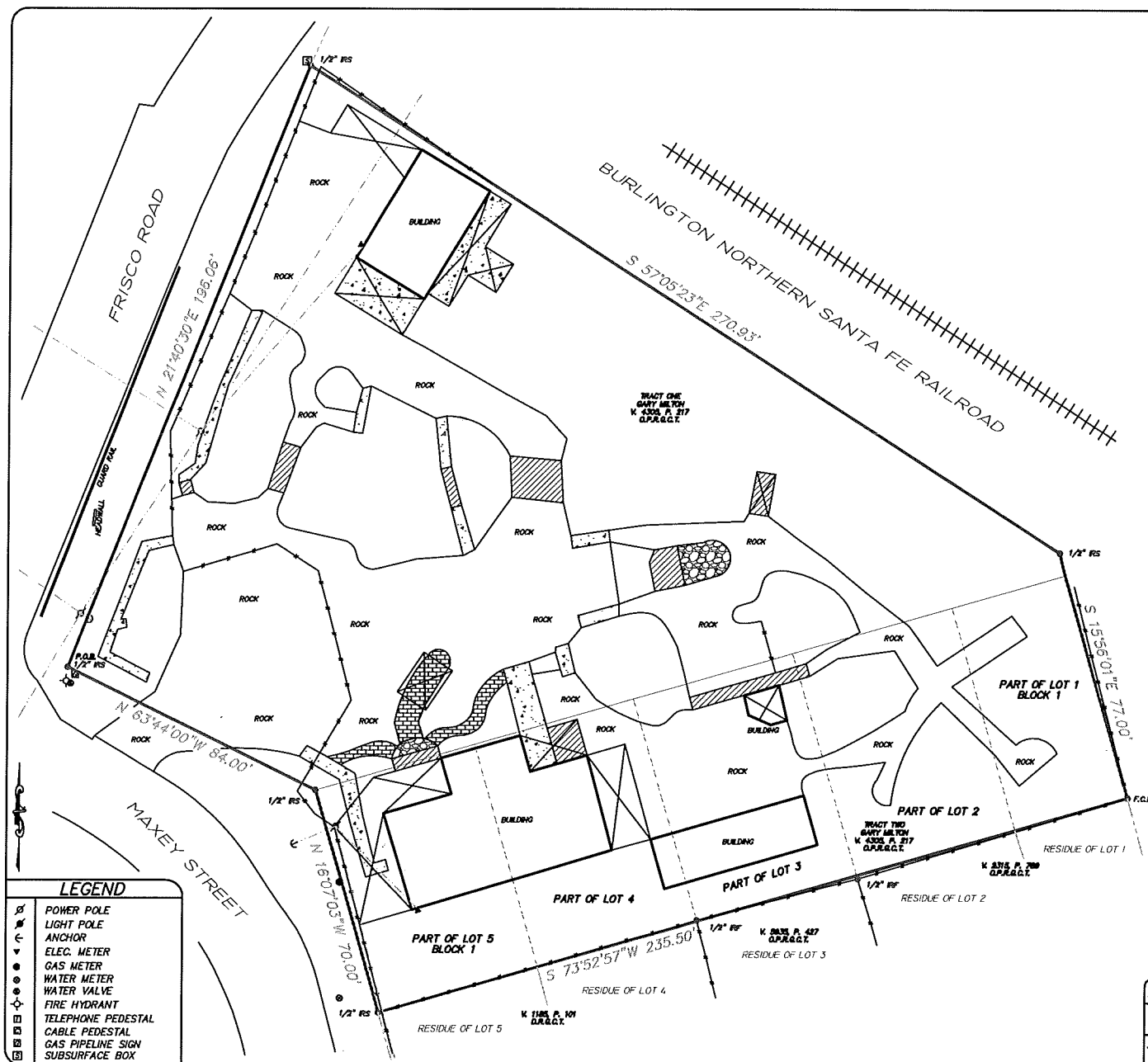


1615 North Maxey Street



810 North Frisco Road





DESCRIPTION

All that certain lot, tract or parcel of land situated in the J.B. McAnis Survey, Abstract No. 796, in the City of Sherman, Grayson County, Texas, and being known as that tract of land described as TRACT ONE and TRACT TWO in a Deed to Gary Milton as recorded in Volume 4305, Page 217 of the Official Public Records of Grayson County, Texas, and being part of Lots 1, 2, 3, 4 & 5 of Block 1 of the Jones Summit Addition to said city as recorded in Volume 303, Page 86 of the Deed Records of Grayson County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2" iron rod set for corner at the intersection of the Northeast line of Maxey Street and the Southeast line of Frisco Road and being at the Northwest corner of said TRACT ONE;

THENCE N. 21 deg. 40 min. 30 sec. E. with the Southeast line of Frisco Road, a distance of 196.06 feet to a 1/2" iron rod set for corner at the Northeast corner of said TRACT ONE, said point being a Northwest corner of the Burlington Northern Santa Fe Railroad property;

THENCE S. 57 deg. 05 min. 23 sec. E. with the West line of said railroad, a distance of 270.93 feet to a 1/2" iron rod set for corner at an angle point in the West line of said railroad;

THENCE S. 15 deg. 56 min. 01 sec. E. with the West line of said railroad, passing the Northeast corner of Lot 1, Block 1 of said Jones Summit Addition and continuing for a total distance of 77.00 feet to a fence corner post found for corner at the Southwest corner of said TRACT TWO;

THENCE S. 73 deg. 52 min. 57 sec. W. with the South line of said TRACT TWO and along a fence line, a distance of 235.50 feet to a 1/2" iron rod set for corner at a fence corner post in the East line of Maxey Street at the Southwest corner of said TRACT TWO;

THENCE N. 16 deg. 07 min. 03 sec. W. with the East line of Maxey Street, passing the Northeast corner of Lot 1, Block 1 of said Jones Summit Addition and continuing for a total distance of 77.00 feet to a fence corner post found for corner at the Southwest corner of said TRACT ONE and being at a turn in the East line of said street;

THENCE N. 63 deg. 44 min. 00 sec. W. with the Northeast line of Maxey Street, a distance of 84.00 feet to the POINT OF BEGINNING and containing 1.154 acres of land more or less.

NOTES

- 1) BEARING SOURCE: GPS GRID NORTH
- 2) Survey prepared with benefit of Title Commitment, G.F. No. 0127603, Effective Date JUNE 18, 2018.

I, David W. Fite, Registered Professional Land Surveyor, State of Texas, do certify that the plot hereon was made from measurements performed on the ground, the line and dimensions of said property being indicated by the plot, the improvements are within the boundaries of the property, set back from the property line the distances indicated and there are NO VISIBLE EASEMENTS, ENCROACHMENTS, CONFLICTS OR PROTRUSIONS, except as shown on the plot hereon.

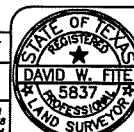
David W. Fite, R.P.L.S. No. 5837

DAVID FITE SURVEYING

BOOK 17 P. 207
 2018 DECEMBER 17
 BY D.W.F.
 3480 COUNTY ROAD 3307
 GREENVILLE, TX 75402

DATE: 7-25-2018
 BY: D.W.F.
 0127603
 0127603
 0127603

FILE NO. 803-353-8178
 FAX NO. 803-654-7478
 E-MAIL: david@dfite.com



BEFORE



Hand-drawn site plan for a property, likely a parking lot or industrial site, showing various features, dimensions, and boundaries. The plan includes a legend, a north arrow, and several handwritten calculations.

Handwritten Calculations:

- $80 \times 60 = 4800 \text{ sq ft} - \text{lot}$
- $9 \times 20 = 180 \text{ sq ft} - \text{parking spot}$
- $4800 / 180 = 26 \text{ parking spots}$
- $100 / 9 = 11 \text{ spaces}$

Legend:

- POWER POLE
- LIGHT POLE
- ANCHOR
- ELEC. METER
- GAS METER
- WATER METER
- WATER VALVE
- FIRE HYDRANT
- TELEPHONE PEDESTAL
- CABLE PEDESTAL
- GAS PIPELINE SIGN
- SUBSURFACE BOX

Site Features and Dimensions:

- Boundaries:**
 - FRISCO ROAD (top left)
 - BURLINGTON NORTHERN SANTA FE RAILROAD (top right)
 - MAXEY STREET (bottom left)
 - RESIDUE OF LOT 1 (bottom right)
 - RESIDUE OF LOT 2 (bottom right)
 - RESIDUE OF LOT 3 (bottom right)
 - RESIDUE OF LOT 4 (bottom right)
 - RESIDUE OF LOT 5 (bottom right)
- Internal Features:**
 - Rock (multiple locations)
 - Grass (multiple locations)
 - Water (multiple locations)
 - Concrete (multiple locations)
 - Brick (multiple locations)
 - Building (multiple locations)
 - 100ft (multiple locations)
 - 2406 fence (multiple locations)
 - 1 gate (multiple locations)
 - 100/9 = 11 spaces (multiple locations)
 - 80x60 (multiple locations)
 - 9x20 (multiple locations)
 - 4800/180 = 26 parking spots (multiple locations)
- Dimensions:**
 - 100ft
 - 2406
 - 100/9 = 11 spaces
 - 80x60
 - 9x20
 - 4800/180 = 26 parking spots
 - 100ft
 - 2406
 - 100/9 = 11 spaces
 - 80x60
 - 9x20
 - 4800/180 = 26 parking spots

All that certain lot, tract or parcel of land situated in the J.B. McAnnir Survey, Abstract No. 796, in the City of Sherman, Grayson County, Texas, and being know as that tract of land described as TRACT ONE and TRACT TWO in a Deed to Gary Milon as recorded in Volume 4305, Page 217 of the Official Public Records of Grayson County, Texas, and being part of Lots 1, 2, 3, 4 & 5 of Block 1 of the Jones Summit Addition to said city as recorded in Volume 303, Page 86 of the Deed Records of Grayson County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2" iron rod set for corner at the intersection of the Northeast line of Maxey Street and the Southeast line of Frisco Road and being at the Northwest corner of said TRACT ONE;

THENCE N. 21 deg. 40 min. 30 sec. E. with the Southeast line of Frisco Road, a distance of 196.05 feet to a 1/2" iron rod set for corner at the Northeast corner of said TRACT ONE, said point being a Northwest corner of the Burlington Northern Santa Fe Railroad property;

THENCE S. 57 deg. 05 min. 23 sec. E. with the West line of said railroad, a distance of 270.93 feet to a 1/2" iron rod set for corner at an angle point in the West line of said railroad;

THENCE S. 15 deg. 56 min. 01 sec. E. with the West line of said railroad, passing the Northeast corner of Lot 1, Block 1 of said Jones Summit Addition and continuing for a total distance of 77.00 feet to a fence corner post found for corner at the Southwest corner of said TRACT TWO:

THENCE S. 73 deg. 52 min. 57 sec. W. with the South line of said TRACT TWO and along a fence line, a distance of 235.50 feet to a 1/2" iron rod set for corner at a fence corner post in the East line of Maxey Street at the Southwest corner of said TRACT TWO;

THENCE N. 16 deg. 07 min. 03 sec. W. with the East line of Maxey Street, a distance of 70.00 feet to a 1/2" iron rod set for corner at the Northwest corner of said TRACT TWO and being the Southwest corner of said TRACT ONE and being at a turn in the East line of said street;

THENCE N. 63 deg. 44 min. 00 sec. W. with the Northeast line of Maxey Street, a distance of 84.00 feet to the POINT OF BEGINNING and containing 1.154 acres of land more or less.

1) BEARING SOURCE: GPS GRID NORTH
2) Survey prepared with benefit of Title Commitment, G.F. No. 0127005, Effective Date JUNE 18, 2018.

I, David W. Fila, Registered Professional Land Surveyor, State of Texas, do certify that the plat hereon was made from measurements performed on the ground, the lines and dimensions of said property being indicated by the plat, the improvements are within the boundaries of the property, set back from the property lines the distances indicated and there are NO VISIBLE EASEMENTS, ENCROACHMENTS, CONFLICTS OR PROTRUSIONS, except as shown on the plat hereon.

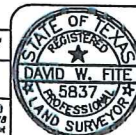
David W. Fila, R.P.L.S. No. 58T

DAVID FITE SURVEYING

ICOLD 1" = 20"	DATE 7-25-2018
JOB NO. DF183377	PR NO. 0122105
FWFPA D.W.E.	CRJOB D.W.E.

3480 COUNTY ROAD 3307
GREENVILLE, TX 75402

PH. NO. 803-355-8178
FAX NO. 803-454-747











STAFF REVIEW LETTER

October 9, 2018

Allen Martin
209 Arapaho Trail East
Sherman, TX 75092

David Fite Surveying
3480 County Road 3307
Greenville, TX 75402

Dear Applicants,

The request for a Specific Use Permit to allow an event venue in a C-1 (Retail Business) District for the property located at 1615 North Maxey Street and 810 North Frisco Road has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, October 16, 2018 at 5:00 P.M., in the City Council Chambers, City Hall at 220 W. Mulberry.

City staff has reviewed your request with regards to engineering and development guidelines and finds the following items need to be addressed:

Zoning:

1. All aspects of the C-1 (Retail Business) District, the sign ordinance, the fence ordinance and the Commercial Tree and Landscaping Ordinance must be followed.
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal (903.892.7267).
3. All parking shall be on private property and shall not encroach into Maxey Street or Frisco Road right-of-way.
4. Parking is permitted on paved surfaces only (concrete or asphalt) unless an exception is granted; a parking space is considered to be 9'x20'.
5. The exterior façade is required to be Masonry or equivalent on the sides of all buildings visible from front street right-of-way unless an exception is approved.
6. No outside storage/displays are allowed at any time.
7. Screening shall be required and maintained abutting any residentially zoned property.
8. According to the survey, a portion of the fence along Maxey Street is located in the right-of-way and will need to be relocated to the property line or inside the property line.
9. Violations of the conditions of the SUP will terminate the Specific Use Permit.
10. Review the zoning and development ordinance for additional requirements.
11. Site plan approval is valid for a period of one year, if progress has not been made within that time period; resubmission to the Planning & Zoning Commission is required.

Engineering:

12. Platting of the property is required.
13. New drive approaches and sidewalks must conform to City of Sherman standards and a permit is required from City of Sherman Engineering Department.
14. Privately owned and maintained detention in accordance with City criteria is required. Engineering plans shall be provided to the City of Sherman Engineering Department for review and approval.
15. Verify parking space requirements with Building & Zoning Department. North parking will only allow 16-18 parking spaces, not 26.
16. Verify fire lane requirements with Fire Marshall.

Any other changes made to the site plan prior to the final fulfillment of the conditions of the staff review, must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

You are hereby notified to be present, either in person or by your authorized representative to present your request on the date and time stated above.

If additional information or clarification is needed, do not hesitate to contact Scott Shadden at 903-892-7229 prior to the meeting.

Respectfully,



Scott Shadden
Secretary, Planning and Zoning Board and Board of Adjustment

CC: Robby Hefton, City Manager
Mark Gibson, Director of Utilities
Clint Philpott, P.E., Director of Engineering
Amber Doan, Engineering Coordinator

Danny Fuller, Fire Marshal
Brandon Shelby, City Attorney
Steve Ayers, Asst. City Manager



**Planning & Zoning Commission and Board of
Adjustments**

Agenda Item No. 5.

Meeting Date: 10/16/2018

Prepared by: Patsy Reeves, Developmental Services Admin Secretary
Scott Shadden, Director of Development Services

Clay Mahone, Chairman

Eric Elliott, Vice Chairman

Shawn Davis, Commissioner

Jeff Adams, Commissioner

David Downtain, Commissioner

Trish Wood, Commissioner

Leigh Ann Sims, Commissioner

Requested Action/Proposed Use:

1615 N. MAXEY AND 810 N. FRISCO ROAD

The request of Martin Investment Properties (Owners) Allen Martin (Representative) and David Fite Surveying (Surveyor) concerning the property located at 1615 North Maxey Street and 810 North Frisco Road, being part of Lots 1-5, Block 1, Jones & Summit Addition also being 1.154 acres in the J.B. McAnair Survey, Abstract No. 763, as follows:

Planning and Zoning Commission

- Zone change and site plan approval under Ordinance No. 2280, Section 12, from an R-1 (One Family Residential) District and C-2 (General Commercial) District to a C-1 (Retail Business) District.
- Specific Use Permit and site plan approval under Ordinance No. 2280, Section 8, Subsection (5)(a) to allow an event venue in a C-1 (Retail Business) District.

Board of Adjustments

- Exception under Ordinance No. 2280, Section 7, Subsection (10)(h) to allow a gravel parking lot in lieu of the required concrete or asphalt in a C-1 (Retail Business) District.
- Exception under Ordinance No. 2280, Section 7, Subsection (1B) to allow a metal and cedar exterior façade in lieu of the required masonry in a C-1 (Retail Business) District.

Background:

This item was tabled at the September 18, 2018, Planning and Zoning Commission Meeting to allow the owner time to revise the site plan. The property is located at 1615 North Maxey Street and 810 North Frisco Road; the southeast corner of Frisco Road and Maxey Street; Gardenland Nursery was the former tenant. The owner would like to change the zoning on the two tracts to a C-1 (Retail Business) District and request a Specific Use Permit to allow an event venue to accommodate weddings, parties and meetings. He is also requesting exceptions to allow the gravel parking lot and the existing metal building; the post in the front of the building will be wrapped with cedar.

Adjacent Zoning:

R-1 (One Family Residential) District
C-2 (General Commercial) District
M-1 (Light Manufacturing) District

Origination:

Martin Investment Properties (Owners)
Allen Martin (Representative)
David Fite Surveying (Surveyor)

Master Plan Designation:

Auto Urban Commercial – Require more land for parking than building floor area. Automobiles and parking are the most prominent features. Parking lots reduce building density and prevent any possibility of creating an enclosed space.

Auto-Urban Single Family Residential – This character type is the single-family residential category with the greatest density and the shortest building setbacks. Most driveways will face the street as well as the garage. Sidewalks are available for pedestrians. Less lot area is devoted to open space and greenery.

Number of notices mailed:

16

Objections Received:

0

Attachments

Location Map
Zoning Map
Zoning Sign Photo
Survey
Site Plan
Elevations
Interior Plan
Staff Review Letter



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

C.2.

Meeting Date: 11/05/2018

Prepared By: Scott Shadden, Director of Developmental Services

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6160

Amending Section 12, Ordinance No. 2280, so as to Include Certain Properties within the R-1 (One Family Residential) District at 1606, 1610 and 1614 South Rusk Street and 415 West Lake Street; **Tract 1:** Being Lots 2, 3 and 4, Block 4, Mayhew Addition; **Tract 2:** Being the east 55' of Lots 6, 7 and 8, Block 4, Mayhew Addition (Barton Capital, LTD, Owner; and Helvey-Wagner Surveying, Surveyor)

Issue:

To consider the request of Barton Capital, LTD (Owner) and Helvey-Wagner Surveying (Surveyor) concerning the property located at 1606, 1610 and 1614 South Rusk Street and 415 West Lake Street:

- **Tract 1:** Being Lots 2, 3 and 4, Block 4, Mayhew Addition - Zone change and site plan approval under Ordinance No. 2280, Section 12, from a C-2 (General Commercial) District to an R-1 (One Family Residential) District.
- **Tract 2:** Being the east 55' of Lots 6, 7 and 8, Block 4, Mayhew Addition - Zone change and site plan approval under Ordinance No. 2280, Section 12, from a C-2 (General Commercial) District to an R-1 (One Family Residential) District.

Background:

The property is located at 1606, 1610 and 1614 South Rusk Street between Staples and Lake Streets and at 415 West Lake Street between Austin and Rusk Streets. The property was zoned a C-2 (General Commercial) District on November 27, 1972. The owner would like to change the zoning on the property to an R-1 (One Family Residential) District to construct single-story homes on the lots.

Origination:

Barton Capital, LTD (Owner)
Helvey-Wagner Surveying (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the October 16, 2018 regular meeting, the Planning and Zoning Board voted 7/0 to recommend to the City Council that the zone change be approved subject to the Staff Review Letter.

Alternatives:

The City Council could deny the request.

Attachments

Ordinance No. 6160

Location Map

Zoning Map

Zoning Sign Photo

Survey

Elevation

Staff Review Letter

P&Z Communication

ORDINANCE NO. 6160

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 R-1 (ONE FAMILY RESIDENTIAL) DISTRICT AT 1606, 1610 AND 1614 SOUTH RUSK STREET AND 415 WEST LAKE STREET; TRACT 1: BEING LOTS 2, 3 AND 4, BLOCK 4, MAYHEW ADDITION; TRACT 2: BEING THE EAST 55' OF LOTS 6, 7 AND 8, BLOCK 4, MAYHEW ADDITION (BARTON CAPITAL, LTD, OWNER; AND HELVEY-WAGNER SURVEYING, SURVEYOR); 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, the following described property shall be in the R-1 (One Family Residential) District at 1606, 1610 and 1614 South Rusk Street and 415 West Lake Street, and that Section 12, Ordinance No. 2280 is hereby amended so as to hereafter include the following described property:

Tract 1: Being Lots 2, 3 and 4, Block 4, Mayhew Addition.

Tract 2: Being the east 55' of Lots 6, 7 and 8, Block 4, Mayhew Addition.

SECTION 2. That this ordinance shall not become effective until entered upon the official zoning map as provided in Section 12, Ordinance No. 2280.

SECTION 3. That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 4. That it is hereby officially found and determined that the meetings at which this ordinance was introduced and passed were open to the public and that public notice of the time, place and purpose of said meetings were given all as required by law.

INTRODUCED on this the _____ day of _____, 2018.

ADOPTED on this the _____ day of _____, 2018.

EFFECTIVE DATE on this the _____ day of _____, 2018.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

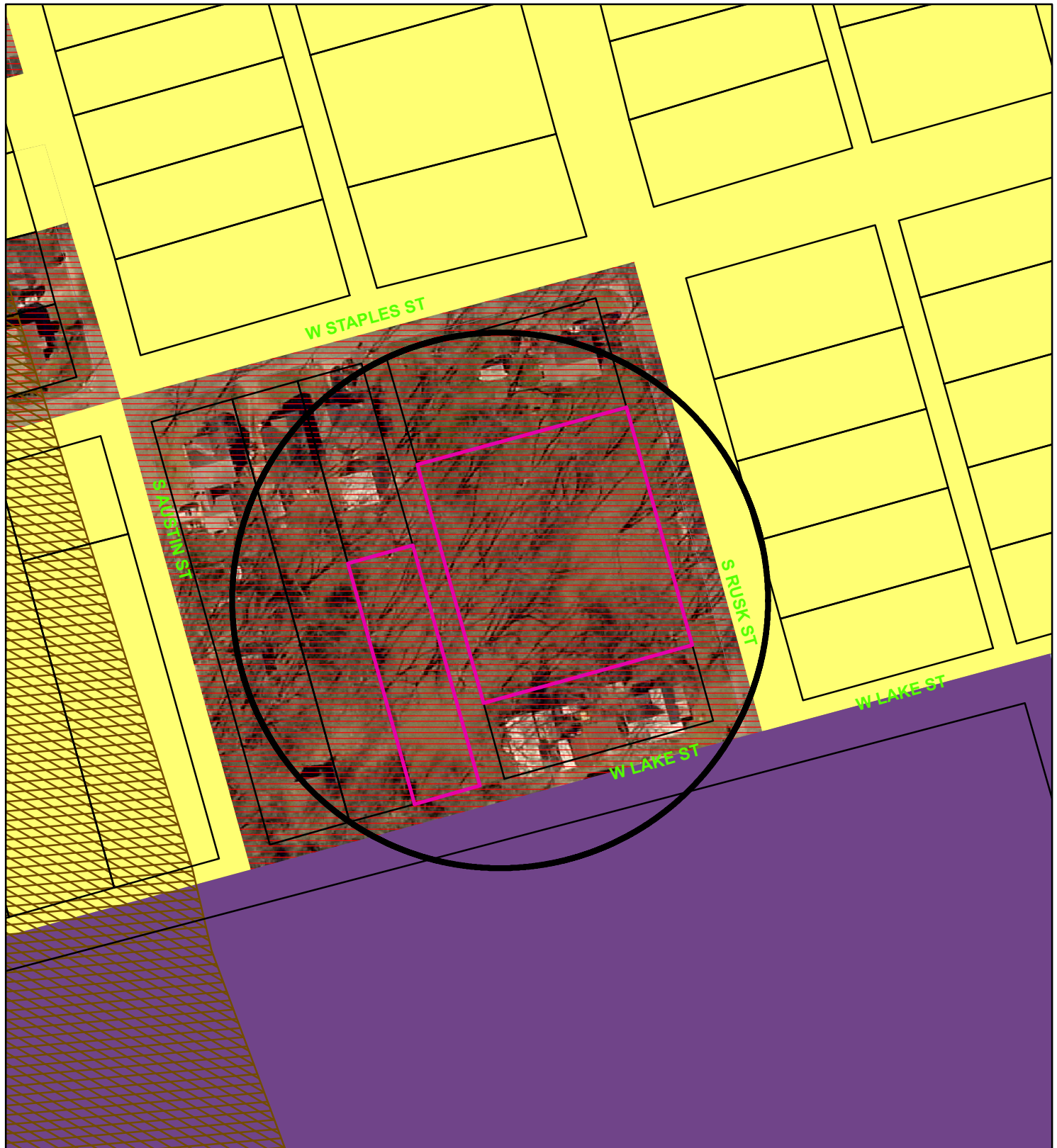
BY: _____
**BRANDON S. SHELBY,
CITY ATTORNEY**



1606, 1610 & 1614 S. Rusk Street & 415 W. Lake Street



1 in = 179 ft



Zoning - 1606, 1610 & 1614 S. Rusk Street & 415 W. Lake Street

Legend

Special Districts Overlay

DISTRICT_NAME

- Arts and Cultural District
- Blalock Commercial Overlay District
- Central Business District
- College Park District
- Downtown Overlay District
- Historic Preservation District

Transportation Corridor

Representation: ShermGIS.DBO.TransportationCorridor_Rep

- FM 1417
- Sam Rayburn Freeway
- US Hwy 82 and 75
- SH 289
- FM 691

Zoning Districts

Representation: ShermGIS.DBO.ZoningDistrict_Rep

- Unknown
- BIP Blalock Industrial Park
- C-1 Retail Business District

- C-2 General Commercial District
- CO Office District
- Lakes
- M-1 Light Manufacturing District
- M-1.5 Medium Manufacturing District
- M-2 Heavy Manufacturing District
- MH Manufacturing Housing District
- R-1 One Family Residential District
- R-2 Multi-Family Residential District
- R-A Single Family Agricultural District
- SF-1 Single Family Residential District



NOT TO SCALE

1 in = 100 ft



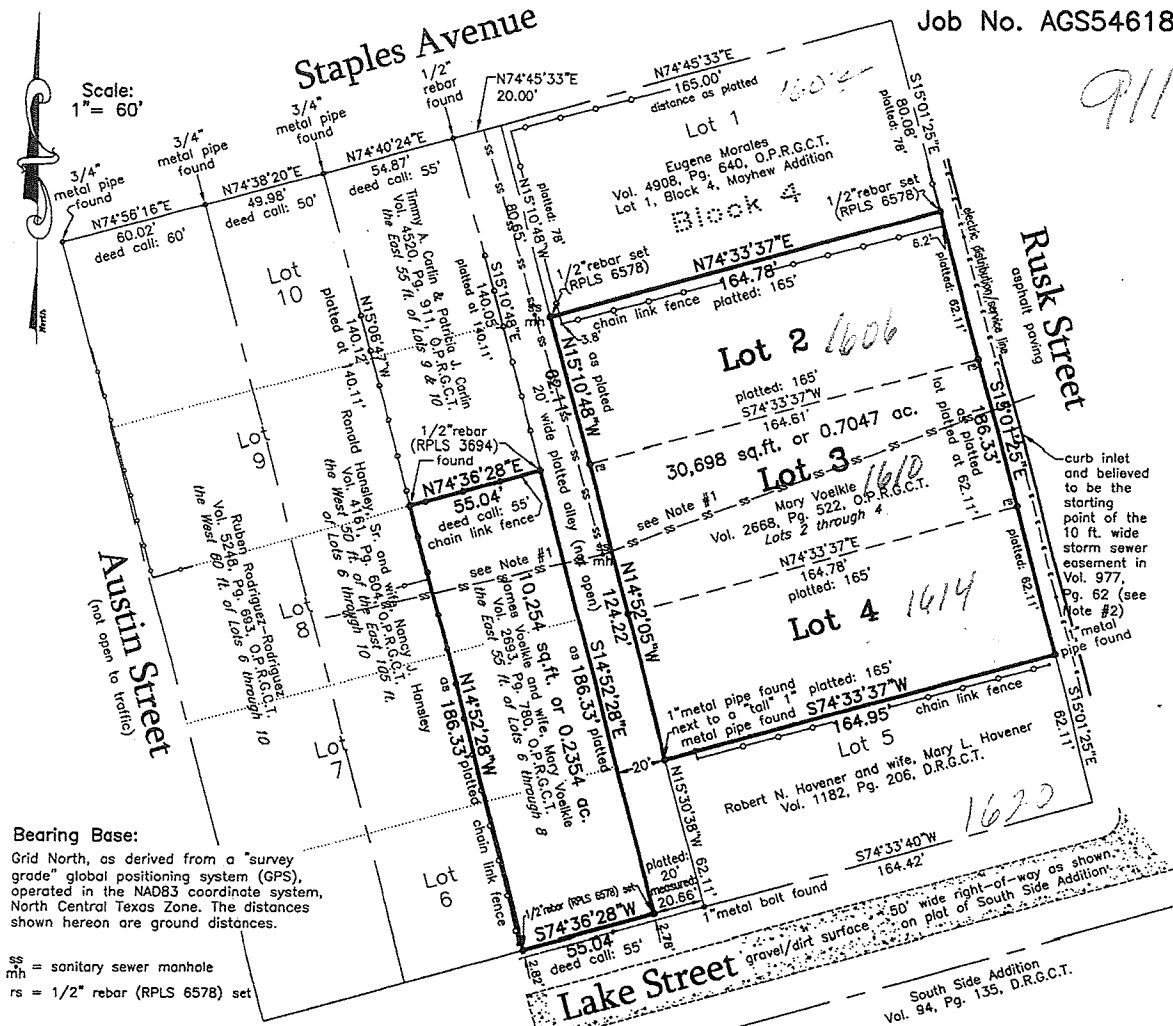
City of Sherman, Texas
Developmental Services Department

1606, 1610 & 1614 South Rusk Street



415 West Lake Street





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

Kate A. Wagner, R. P. L. S. No. 6578
Copyright Date: June 26, 2018
Revised Date: July 23, 2018



Front Elevation

STAFF REVIEW LETTER

October 9, 2018

Barton Capital, LTD
715 S. Sam Rayburn Freeway
Sherman, TX 75090

Helvey-Wagner Surveying, Inc.
222 W. Main
Denison, TX 75020

Dear Applicants,

The request for a zone change from a C-2 (General Commercial) District to an R-1 (One Family Residential) District for the property located at 1606, 1610 and 1614 South Rusk Street and 415 West Lake Street has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, October 16, 2018 at 5:00 P.M., in the City Council Chambers, City Hall at 220 W. Mulberry.

City staff has reviewed your request with regards to engineering and development guidelines and finds the following items need to be addressed:

Zoning:

1. All aspects of the R-1 (One Family Residential) District, the fence ordinance and the Residential Tree and Landscaping Ordinance must be followed.
2. Review the zoning and development ordinance for additional requirements.
3. Site plan approval is valid for a period of one year, if progress has not been made within that time period; resubmission to the Planning & Zoning Commission is required.

Engineering:

4. Replat of Tract Two (Partial lots 6, 7, 8) is required.
5. The City of Sherman does not maintain alleys.
6. Lake Street must be extended per City standards at developer's expense. Coordination with Engineering Department recommended.
7. No structures will be permitted within easements.
8. Verify availability of service to all properties.
9. New drive approaches and sidewalks shall conform to City of Sherman standards and a permit is required from the City of Sherman Engineering Department.

Any other changes made to the site plan prior to the final fulfillment of the conditions of the staff review, must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

You are hereby notified to be present, either in person or by your authorized representative to present your request on the date and time stated above.

If additional information or clarification is needed, do not hesitate to contact Scott Shadden at 903-892-7229 prior to the meeting.

Respectfully,



Scott Shadden
Secretary, Planning and Zoning Board and Board of Adjustment

CC: Robby Hefton, City Manager
Mark Gibson, Director of Utilities
Clint Philpott, P.E., Director of Engineering
Amber Doan, Engineering Coordinator

Danny Fuller, Fire Marshal
Brandon Shelby, City Attorney
Steve Ayers, Asst. City Manager



**Planning & Zoning Commission and Board of
Adjustments**

Agenda Item No. 6.

Meeting Date: 10/16/2018

Prepared by: Patsy Reeves, Developmental Services Admin Secretary
Scott Shadden, Director of Development Services

Clay Mahone, Chairman

Eric Elliott, Vice Chairman

Shawn Davis, Commissioner

Jeff Adams, Commissioner

David Downtain, Commissioner

Trish Wood, Commissioner

Leigh Ann Sims, Commissioner

Requested Action/Proposed Use:

1606, 1610 & 1614 S. RUSK STREET AND 415 W. LAKE STREET

The request of Barton Capital, LTD (Owners) and Helvey-Wagner Surveying (Surveyor) concerning the property located at 1606, 1610 and 1614 South Rusk Street and 415 West Lake Street, as follows:

Planning and Zoning Commission

Tract 1: Being Lots 2, 3 and 4, Block 4, Mayhew Addition - Zone change and site plan approval under Ordinance No. 2280, Section 12, from a C-2 (General Commercial) District to an R-1 (One Family Residential) District.

Tract 2: Being the east 55' of Lots 6, 7 and 8, Block 4, Mayhew Addition - Zone change and site plan approval under Ordinance No. 2280, Section 12, from a C-2 (General Commercial) District to an R-1 (One Family Residential) District.

Background:

The property is located at 1606, 1610 and 1614 South Rusk Street between Staples and Lake Streets and 415 West Lake Street between Austin and Rusk Streets. The property was zoned a C-2 (General Commercial) District November 27, 1972. The owners would like to change the zoning on the property to an R-1 (One Family Residential) District to construct single-story homes on the lots.

Adjacent Zoning:

R-1 (One Family Residential) District

C-2 (General Commercial) District

M-2 (Heavy Manufacturing) District

Origination:

Barton Capital, LTD (Owners)

Helvey-Wagner Surveying (Surveyor)

Master Plan Designation:

Auto-Urban Single Family Residential – This character type is the single-family residential category with the greatest density and the shortest building setbacks. Most driveways will face the street as well as the garage. Sidewalks are available for pedestrians. Less lot area is devoted to open space and greenery.

Number of notices mailed:

16

Objections Received:

0

Attachments

Location Map

Zoning Map

Zoning Sign Photo

Survey

Building Elevation

Staff Review Letter



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

C.3.

Meeting Date: 11/05/2018

Prepared By: Scott Shadden, Director of Developmental Services

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6161

Amending Section 12, Ordinance No. 2280, so as to Include Certain Properties within the R-1 (One Family Residential) District and C-1 (Retail Business) District in the 1100-1300 blocks of South F.M. 1417 (Heritage Parkway) and the 3800-4000 blocks of Quail Run Road; **Tract 1:** Being 19.967 acres in the Elizabeth Jones Survey, Abstract No. 625, also being a part of Lot 2, Block A, Country Ridge Estates No. 10, zone change and conceptual site plan approval from an R-2 (Multi-Family Residential) District to an R-1 (One Family Residential) District; **Tract 2:** Being 6.141 acres in the Elizabeth Jones Survey, Abstract No. 625, also being a part of Lot 2, Block A, Country Ridge Estates No. 10, zone change and conceptual site plan approval from an R-2 (Multi-Family Residential) District to a C-1 (Retail Business) District (RSCL Holdings, LLC, Owners; Wyldewood Homes, Prospective Buyer; Al Denson, Representative; and Helvey-Wagner Surveying, Surveyor)

Issue:

To consider the request of RSCL Holdings, LLC (Owners), Wyldewood Homes (Prospective Buyer), Al Denson (Representative), and Helvey-Wagner Surveying (Surveyor) concerning the property located in the 1100-1300 blocks of South F.M. 1417 (Heritage Parkway) and the 3800-4000 blocks of Quail Run Road:

- **Tract 1:** Being 19.967 acres in the Elizabeth Jones Survey, Abstract No. 625, also being a part of Lot 2, Block A, Country Ridge Estates No. 10, zone change and conceptual site plan approval under Ordinance No. 2280, Section 12, from an R-2 (Multi-Family Residential) District to an R-1 (One Family Residential) District.
- **Tract 2:** Being 6.141 acres in the Elizabeth Jones Survey, Abstract No. 625, also being a part of Lot 2, Block A, Country Ridge Estates No. 10, zone change and conceptual site plan approval under Ordinance No. 2280, Section 12, from an R-2 (Multi-Family Residential) District to a C-1 (Retail Business) District.

Background:

The property is located in the 1100-1300 blocks of South F.M. 1417 (Heritage Parkway) and the 3800-4000 blocks of Quail Run Road; the southwest corner of F.M. 1417 (Heritage Parkway) and Quail Run Road. The property was zoned an R-2 (Multi-Family Residential) District on April 17, 2017.

The owners would like to change the zoning on 19.967 acres to an R-1 (One Family Residential) District for development of 102 proposed lots and to a C-1 (Retail Business) District on four lots along F.M. 1417

(Heritage Parkway). They plan to come back at a later date to Replat the property, apply for a Specific Use Permit to allow patio homes and site plan approval on the commercial tract.

Origination:

RSCL Holdings, LLC (Owners)
Wyldeewood Homes (Prospective Buyer)
Al Denson (Representative)
Helvey-Wagner Surveying (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the October 16, 2018 regular meeting, the Planning and Zoning Board voted 7/0 to recommend to the City Council that the zone change be approved subject to the Staff Review Letter.

Alternatives:

The City Council could deny the request.

Attachments

Ordinance No. 6161
Location Map
Zoning Map
Zoning Sign Photo
Site Plan
Residential Building Elevations
Commercial Site Plan
Commercial Elevations
Staff Review Letter
P&Z Communication

ORDINANCE NO. 6161

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 R-1 (ONE FAMILY RESIDENTIAL) DISTRICT AND C-1 (RETAIL BUSINESS) DISTRICT IN THE 1100-1300 BLOCKS OF SOUTH F.M. 1417 (HERITAGE PARKWAY) AND THE 3800-4000 BLOCKS OF QUAIL RUN ROAD; TRACT 1: BEING 19.967 ACRES IN THE ELIZABETH JONES SURVEY, ABSTRACT NO. 625, ALSO BEING A PART OF LOT 2, BLOCK A, COUNTRY RIDGE ESTATES NO. 10, ZONE CHANGE AND CONCEPTUAL SITE PLAN APPROVAL FROM AN R-2 (MULTI-FAMILY RESIDENTIAL) DISTRICT TO AN R-1 (ONE FAMILY RESIDENTIAL) DISTRICT; TRACT 2: BEING 6.141 ACRES IN THE ELIZABETH JONES SURVEY, ABSTRACT NO. 625, ALSO BEING A PART OF LOT 2, BLOCK A, COUNTRY RIDGE ESTATES NO. 10, ZONE CHANGE AND CONCEPTUAL SITE PLAN APPROVAL FROM AN R-2 (MULTI-FAMILY RESIDENTIAL) DISTRICT TO A C-1 (RETAIL BUSINESS) DISTRICT (RSCL HOLDINGS, LLC, OWNERS; WYLDEWOOD HOMES, PROSPECTIVE BUYER; AL DENSON, REPRESENTATIVE; AND HELVEY-WAGNER SURVEYING, SURVEYOR); 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, the following described property shall be in the R-1 (One Family Residential) District and C-1 (Retail Business) District in the 1100-1300 Blocks of South FM 1417 (Heritage Parkway) and the 3800-4000 Blocks of Quail Run Road, and that Section 12, Ordinance No. 2280 is hereby amended so as to hereafter include the following described property:

TRACT 1 **R-1 (ONE FAMILY RESIDENTIAL) DISTRICT**

SITUATED in the City of Sherman, County of Grayson, State of Texas, being a part of the Elizabeth Jones Survey, Abstract No. 625, being a part of Lot 2, Final Plat of Country Ridge Estates No. 10, to the City of Sherman, Texas, recorded in Volume 15, Page 3, Plat Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows, to-wit:

BEGINNING at a point in the South right-of-way of Quail Run Road, a public street, at the Northeast corner of Lot 1, said Country Ridge Estates No. 10 and the most Northern Northwest corner of both said Lot 2 and the herein described tract;

THENCE Southeasterly, with the South right-of-way of Quail Run Road and a North line of said Lot 2, with a curve to the left having a radius of 900.00 ft., a central angle of 25 deg. 19 min. 01 sec. (chord bears South 78 deg. 05 min. 08 sec. East, 394.45 ft.) an arc distance of 397.68 ft. to a point at the end of said curve;

THENCE North 89 deg. 15 min. 21 sec. West, continuing with the South right-of-way of said Quail Run Road and a North line of said Lot 1, a distance of 335.00 ft. to a point at the Northeast corner of the herein described tract, said point bears South 89 deg. 15 min. 21 sec. West, 335.00 ft. from the Northeast corner of said Lot 2;

THENCE South 00 deg. 44 min. 39 sec. East, over and across said Lot 2, a distance of 888.85 ft. to a point in the North line of Bowling Heights Addition, recorded in Volume 8, Page 19, said Plat Records, and the South line of said Lot 2, at the Southeast corner of the herein described tract, said point bears South 75 deg. 08 min. 02 sec. West, 324.82 ft. from the Southeast corner of said Lot 2;

THENCE South 75 deg. 08 min. 02 sec. West, with the North line of said Bowling Heights Addition and the South line of said Lot 2, a distance of 728.30 ft. to a point in the East line of Block 1, Country Ridge Estates No. 1 to the City of Sherman, Texas as per plat of record in Volume 14, Page 62, said Plat Records, at the Northwest corner of said Bowling Heights Addition and the Southwest corner of both said Lot 2 and the herein described tract;

THENCE North 16 deg. 53 min. 09 sec. West, with the East line of said Block 1, Country Ridge Estates No. 1, and a West line of said Lot 2, a distance of 1,058.59 ft. to an angle point;

THENCE North 08 deg. 33 min. 36 sec. East, continuing with the East line of said Block 1, Country Ridge Estates No. 1 and the West line of said Lot 2, a distance of 84.67 ft. to the Southwest corner of said Lot 1 and the most Westerly Northwest corner of both said Lot 2 and the herein described tract;

THENCE South 83 deg. 17 min. 24 min. East, with the South line of said Lot 1 and a North line of said Lot 2, a distance of 118.41 ft. to an angle point;

THENCE South 68 deg. 08 min. 28 sec. East, continuing with the South line of said Lot 1 and a North line of said Lot 1, a distance of 111.96 ft. to the Southeast corner of said Lot 1 and an Ell corner of both said Lot 2 and the herein described tract;

THENCE North 21 deg. 53 min. 31 sec. East, with the East line of said Lot 1 and a West line of said Lot 2, a distance of 120.22 ft. to the **PLACE OF BEGINNING and containing 19.967 ACRES of land.....**

TRACT 2
C-1 (RETAIL BUSINESS) DISTRICT

SITUATED in the City of Sherman, County of Grayson, State of Texas, being a part of the Elizabeth Jones Survey, Abstract No. 625, being a part of Lot 2, Final Plat of Country Ridge Estates No. 10, to the City of Sherman, Texas, recorded in Volume 15, Page 3, Plat Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows, to-wit:

BEGINNING at a point in the West right-of-way line of F. M. Highway No. 1417, at the Northeast corner of Bowling Heights Addition to the City of Sherman, Texas, recorded in Volume 8, Page 19, said Plat Records, and the Southeast corner of both said Lot 2 and the herein described tract;

THENCE South 75 deg. 08 min. 02 sec. West, with the North line of said Bowling Heights and the South line of said Lot 2, a distance of 324.82 ft. to a point at the Southwest corner of the herein described tract, said point bears North 75 deg. 08 min. 02 sec. East, 728.30 ft. from the Southwest corner of said Lot 2;

THENCE North 00 deg. 44 min. 39 sec. West, over and across said Lot 2, a distance of 888.85 ft. to a point in the South right-of-way of Quail Run Road, a public street, and the North line of said Lot 2, at the Northwest corner of the herein described tract;

THENCE North 89 deg. 15 min. 21 sec. East, with the South right-of-way of said Quail Run Road and the North line of said Lot 2, a distance of 315.00 ft. to a point at the intersection of the South line of said Quail Run Road with the West line of said F. M. Highway No. 1417, at the Northeast corner of both said Lot 2 and the herein described tract;

THENCE South 00 deg. 44 min. 39 sec. East, with the West right-of-way of said F. M. Highway No. 1417 and the East line of said Lot 2, a distance of 809.60 ft. to the **PLACE OF BEGINNING and containing 6.141 ACRES of land.....**

SECTION 2. That this ordinance shall not become effective until entered upon the official zoning map as provided in Section 12, Ordinance No. 2280.

SECTION 3. That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 4. That it is hereby officially found and determined that the meetings at which this ordinance was introduced and passed were open to the public and that public notice of the time, place and purpose of said meetings were given all as required by law.

INTRODUCED on this the _____ day of _____, 2018.

ADOPTED on this the _____ day of _____, 2018.

EFFECTIVE DATE on this the _____ day of _____, 2018.

CITY OF SHERMAN, TEXAS

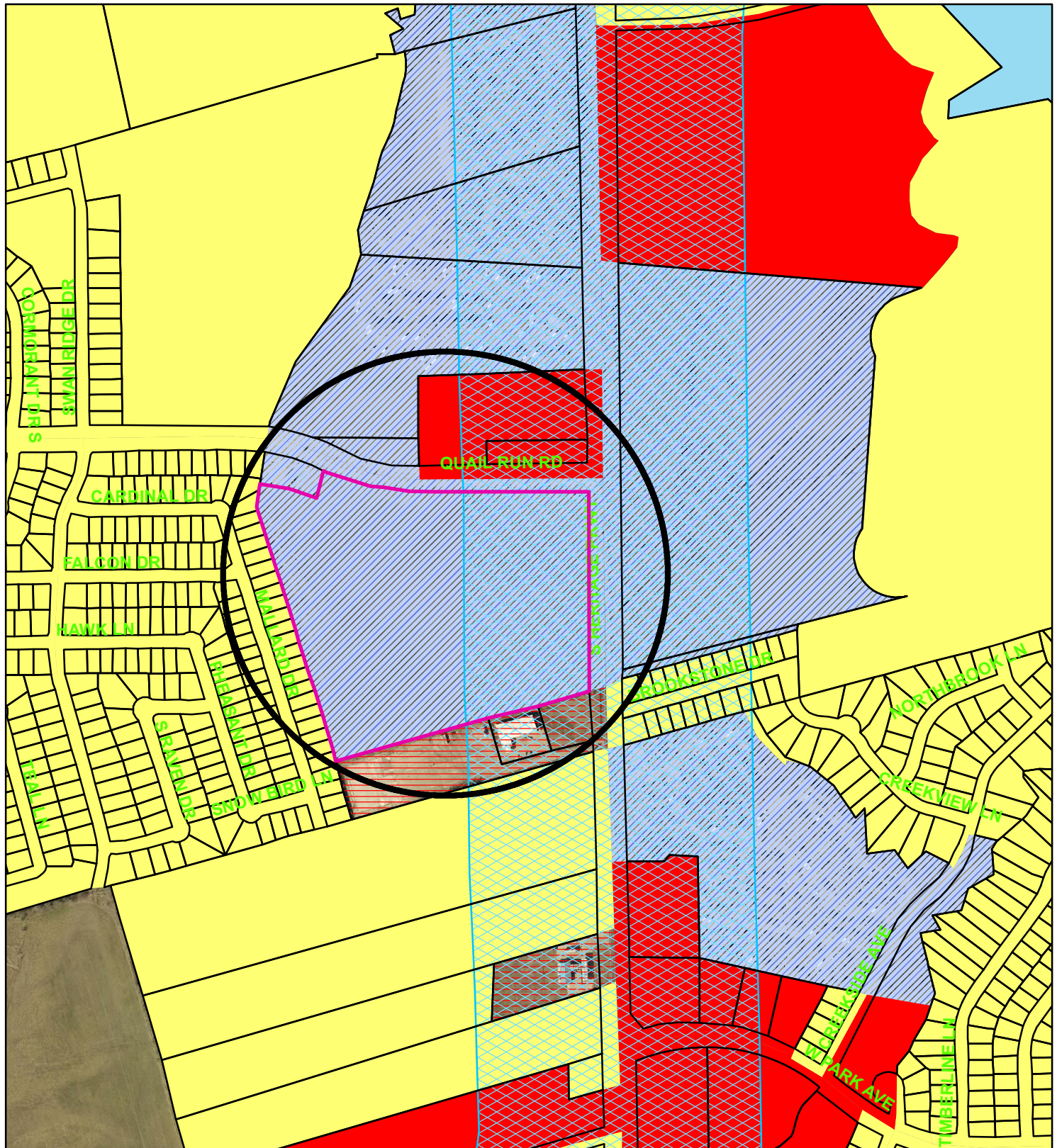
BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

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



Zoning - 1100-1300 Blocks South FM 1417 (Heritage Parkway) 380-4000 Blocks Quail Run Road

Legend

Special Districts Overlay

DISTRICT_NAME

- Arts and Cultural District
- Blalock Commercial Overlay District
- Central Business District
- College Park District
- Downtown Overlay District
- Historic Preservation District
- Transportation Corridor

Representation: ShermGIS.DBO.TransportationCorridor_Rep

- FM 1417
- Sam Rayburn Freeway
- US Hwy 82 and 75
- SH 289
- FM 691

Zoning Districts

Representation: ShermGIS.DBO.ZoningDistrict_Rep

- Unknown
- BIP Blalock Industrial Park
- C-1 Retail Business District

- C-2 General Commercial District
- CO Office District
- Lakes
- M-1 Light Manufacturing District
- M-1.5 Medium Manufacturing District
- M-2 Heavy Manufacturing District
- MH Manufacturing Housing District
- R-1 One Family Residential District
- R-2 Multi-Family Residential District
- R-A Single Family Agricultural District
- SF-1 Single Family Residential District



NOT TO SCALE

1 in = 538 ft



City of Sherman, Texas
Developmental Services Department

3800-4000 Quail Run Road

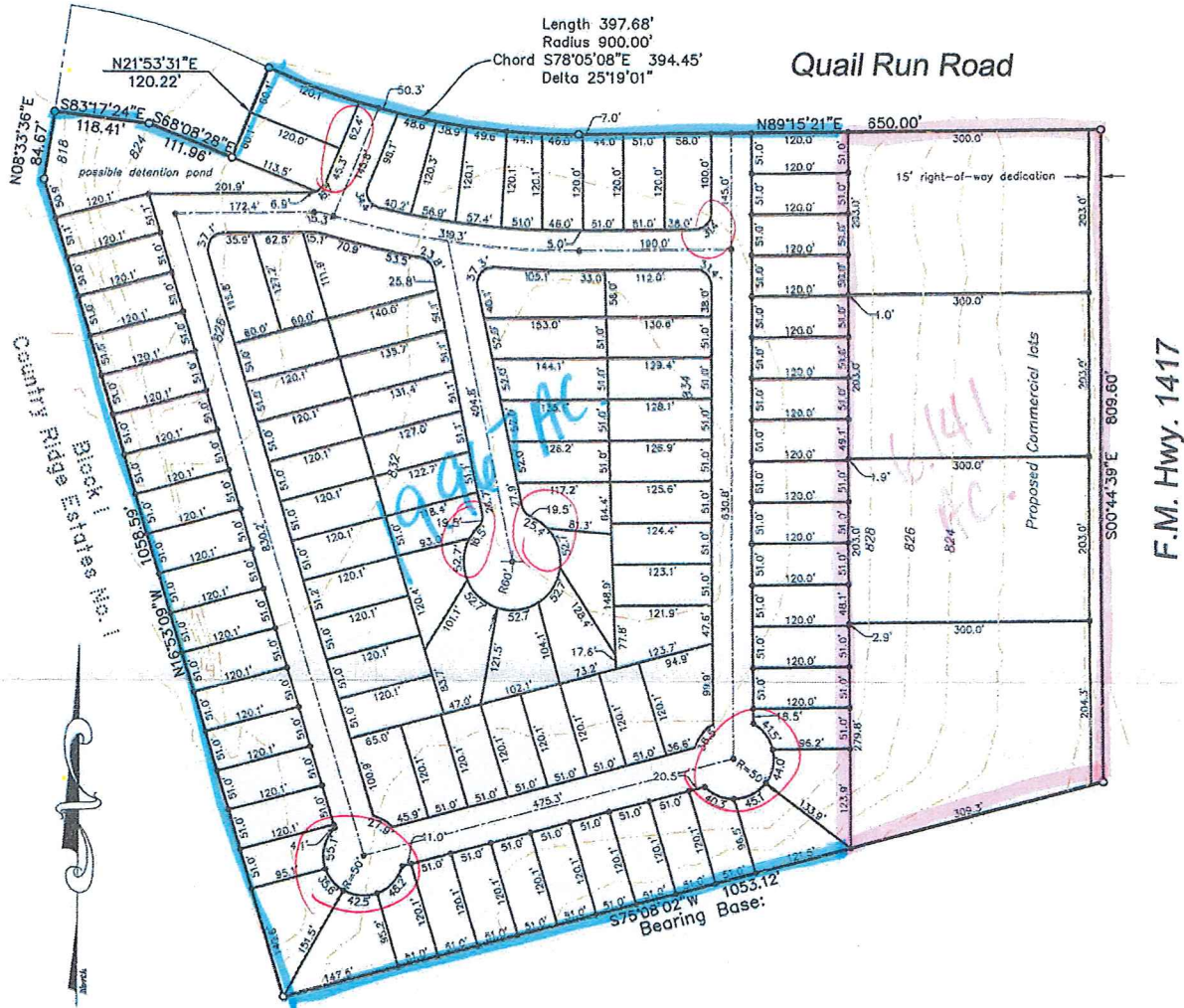


1100-1300 S. FM1417 (Heritage Parkway)



26.114 Acre site - Replat of Lot 2, Block A Country Ridge Estates No. 10

51



GRAPHIC SCALE



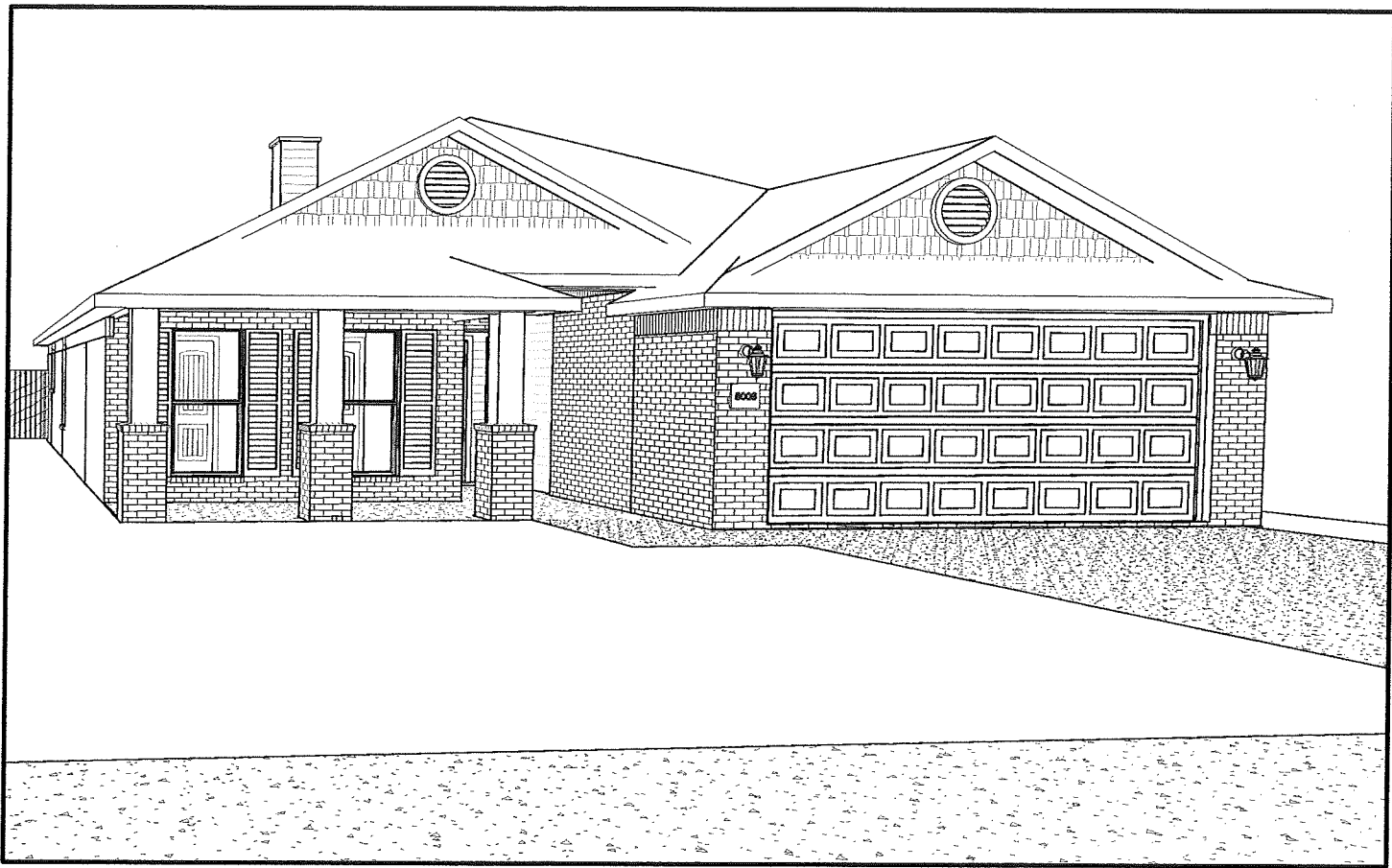
(IN FEET)
1 inch = 150 ft.

Notes:

- 1) All Streets are 50' Wide.
- 2) There is a possible Detention Area at the Northwest corner of tract of land.
- 3) Proposed layout has 102 residential lots & 4 commercial lots
- 4) 15' of right-of-way dedication required along FM 1417.
- 5) Approximate location of 2 ft. contours per GIS maps provided by the City of Sherman. A topographic survey has not been performed.

Job No. CGS79818

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

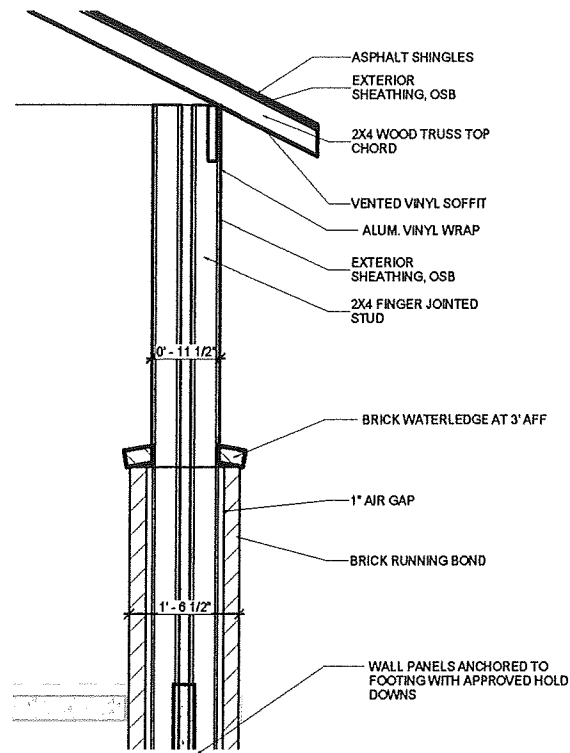


PLAN: _____ "Kori /Shetland"
ADDRESS: _____
CUSTOMER: CUSTOMER NAME _____

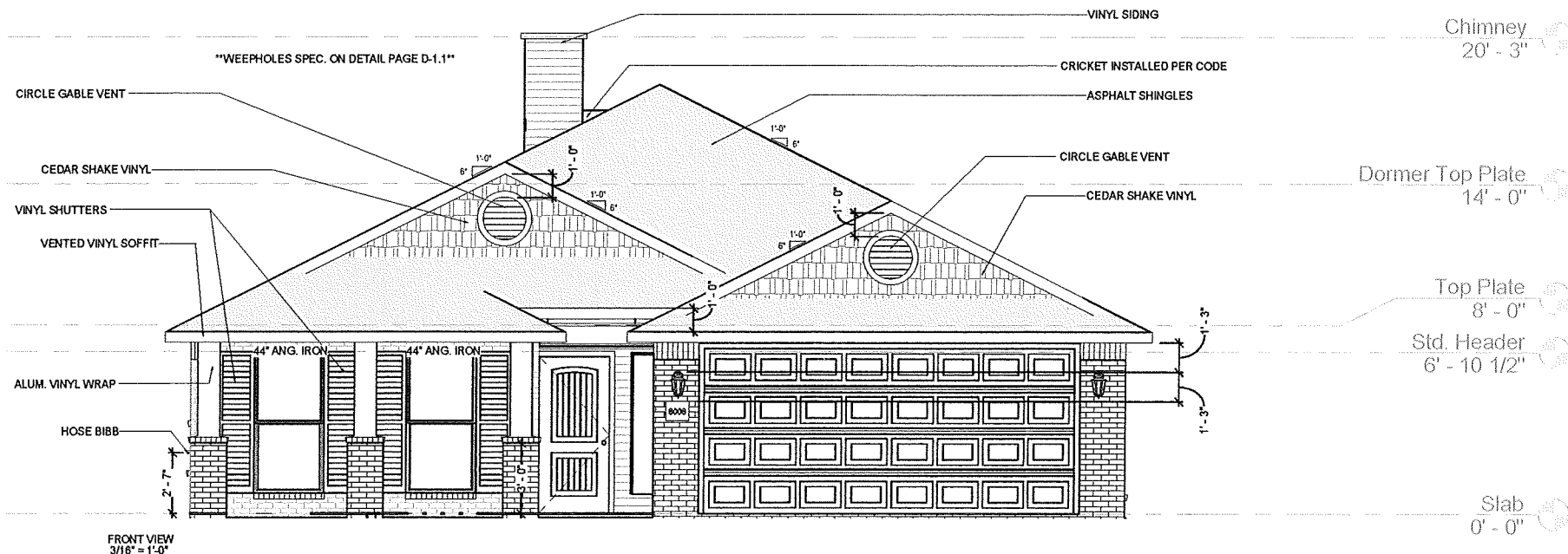
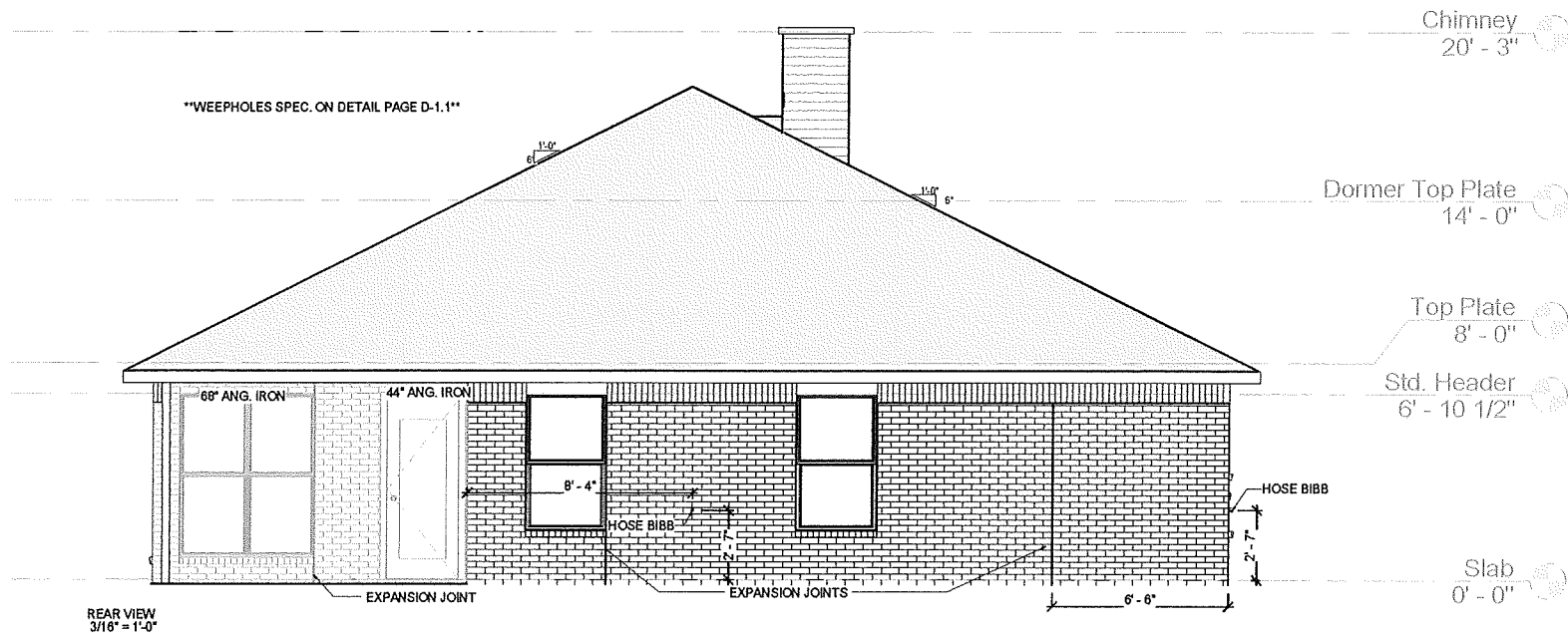
Living - 1611
Garage - 396
Patio - 252

Total SQFT - 2259

 BETENBOUGH HOMES®	PLAN: Kori	COVER PAGE		1.0
	ADDRESS: Enter address here	DATE: 9/14/2015	VERSION: 3.0	
PROGRESS PRINT NOT FOR CONSTRUCTION				
This plan has been produced for the address listed for the purpose of construction by Betenbough Homes. Any unauthorized use is prohibited by law without the consent of Betenbough Homes.				
Plans, specifications and pricing subject to change without notification. Plans must be printed at 11"x17" for a accurate scale.				



S-1.2 COLUMN SECTION DETAIL
1/2" = 1'-0"



A-1.1

ELEVATIONS

VERSION:

3.0

DATE:

9/14/2015

PROGRESS PRINT
NOT FOR CONSTRUCTION

This plan has been prepared for the purpose of construction by Betenbough Homes. Any unauthorized use is prohibited by law without the express written consent of Betenbough Homes.

PLAN: Kori

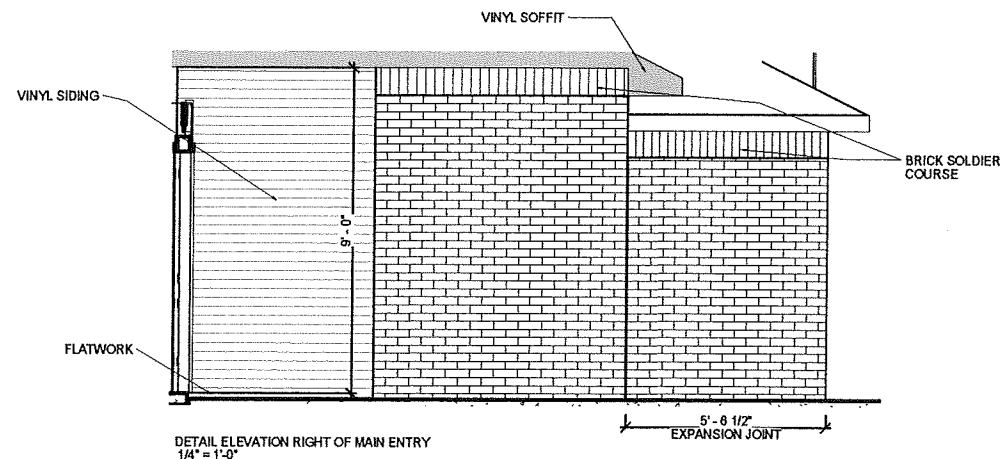
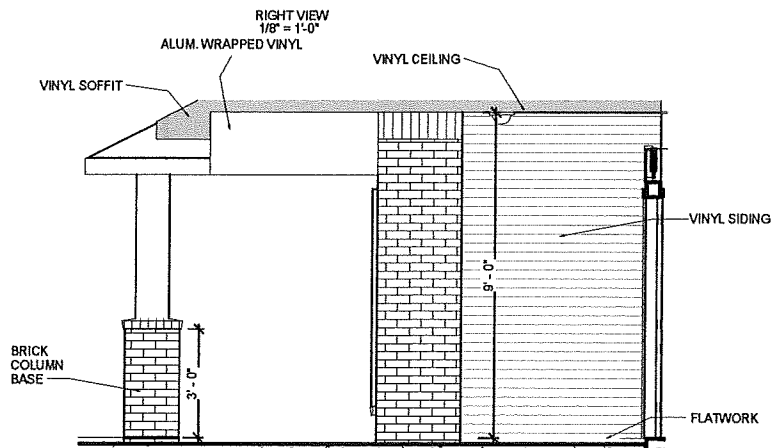
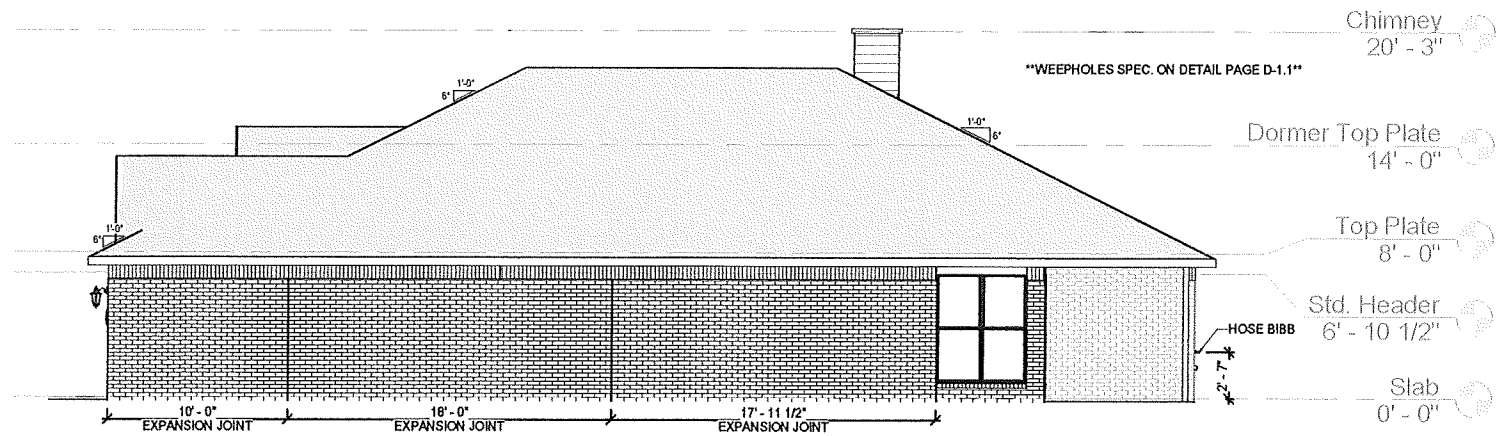
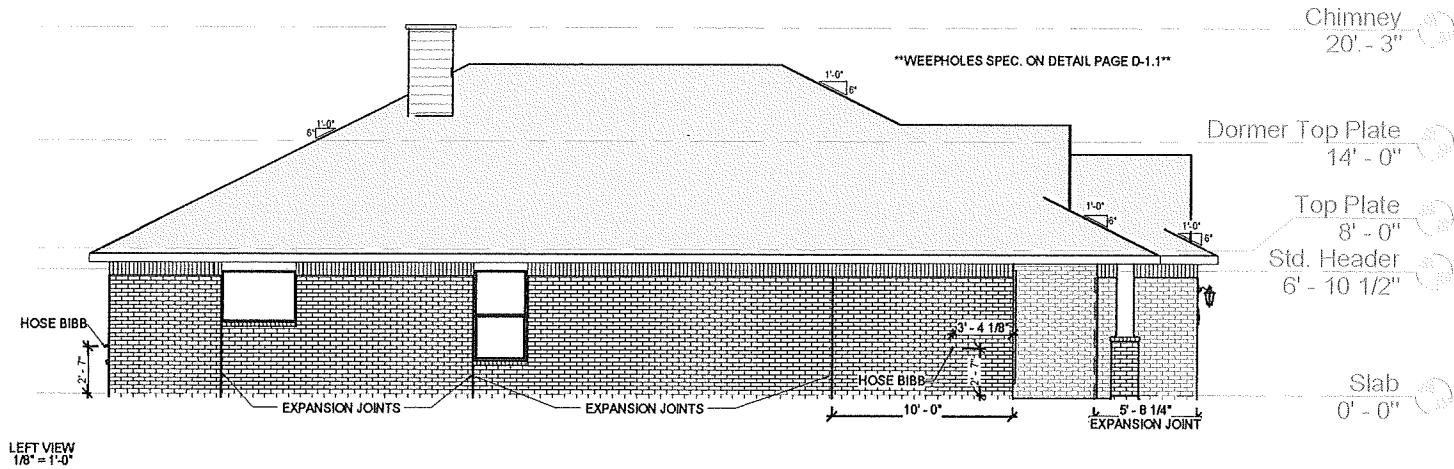
ADDRESS: Enter address here

CUSTOMER: CUSTOMER NAME

Plans, specifications and pricing subject to change without notification. Plans must be printed at 11"x17" for accurate scale.
© Copyright Betenbough Companies



BETENBOUGH
HOMES®



A-1.2

ELEVATIONS

VERSION:

3.0

DATE:

9/14/2015

PROGRESS PRINT
NOT FOR CONSTRUCTION

This plan has been prepared for the purpose of construction by Betenbough Homes. Any unauthorized use is prohibited by law without the express written consent of Betenbough Homes.

PLAN: Kori

ADDRESS: Enter address here

CUSTOMER: CUSTOMER NAME

Plans specifications and pricing subject to change without notification. Plans must be printed at 11x17" for accurate scale.

© Copyright Betenbough Companies



BETENBOUGH
HOMES®



PLAN: Mary Kay

ADDRESS: Enter address here

CUSTOMER: BETENBOUGH HOMES



BETENBOUGH
HOMES®

PLAN: Mary Kay

ADDRESS: Enter address here

CUSTOMER: BETENBOUGH HOMES

© Copyright Bettenbough Companies

This plan has been produced for the purpose of construction by Bettenbough Homes. No other use is permitted by law without the express written consent of Bettenbough Homes.

Plans, specifications and pricing subject to change without notification. Plans must be printed at 11x17 for accurate scale.

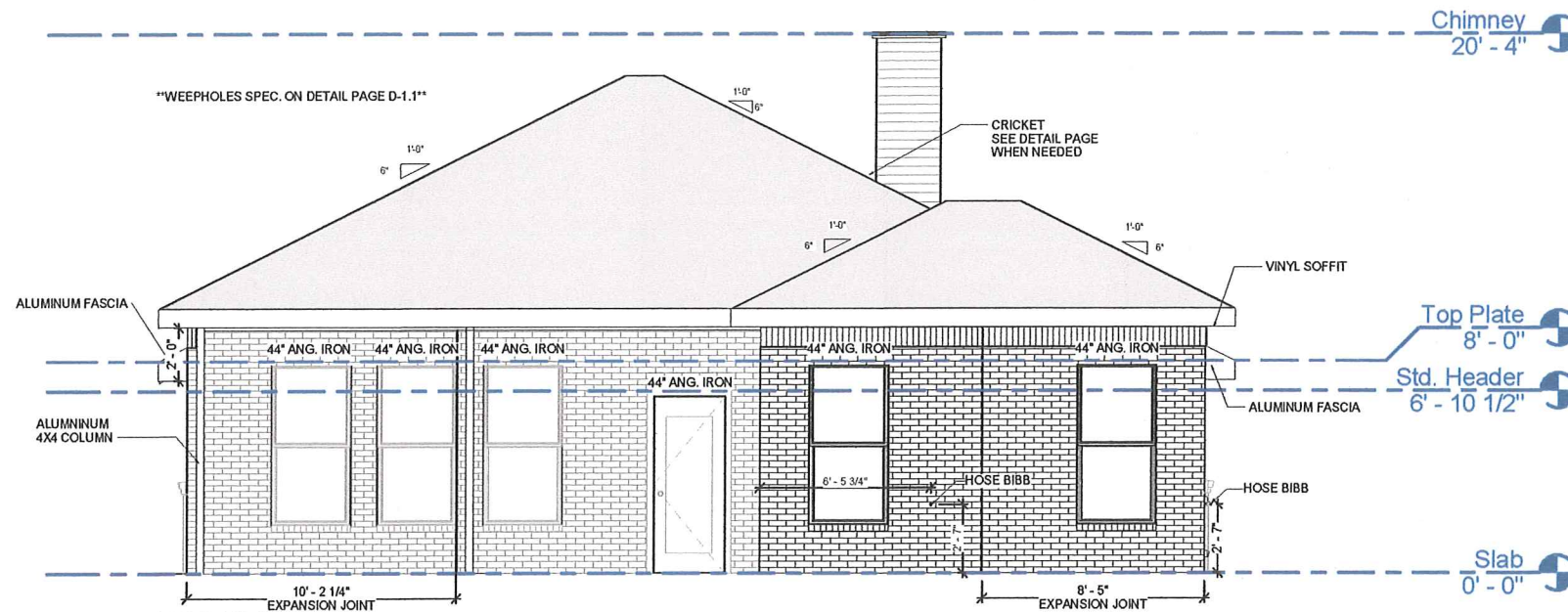
PROGRESS PRINT
Not for construction

COVER PAGE

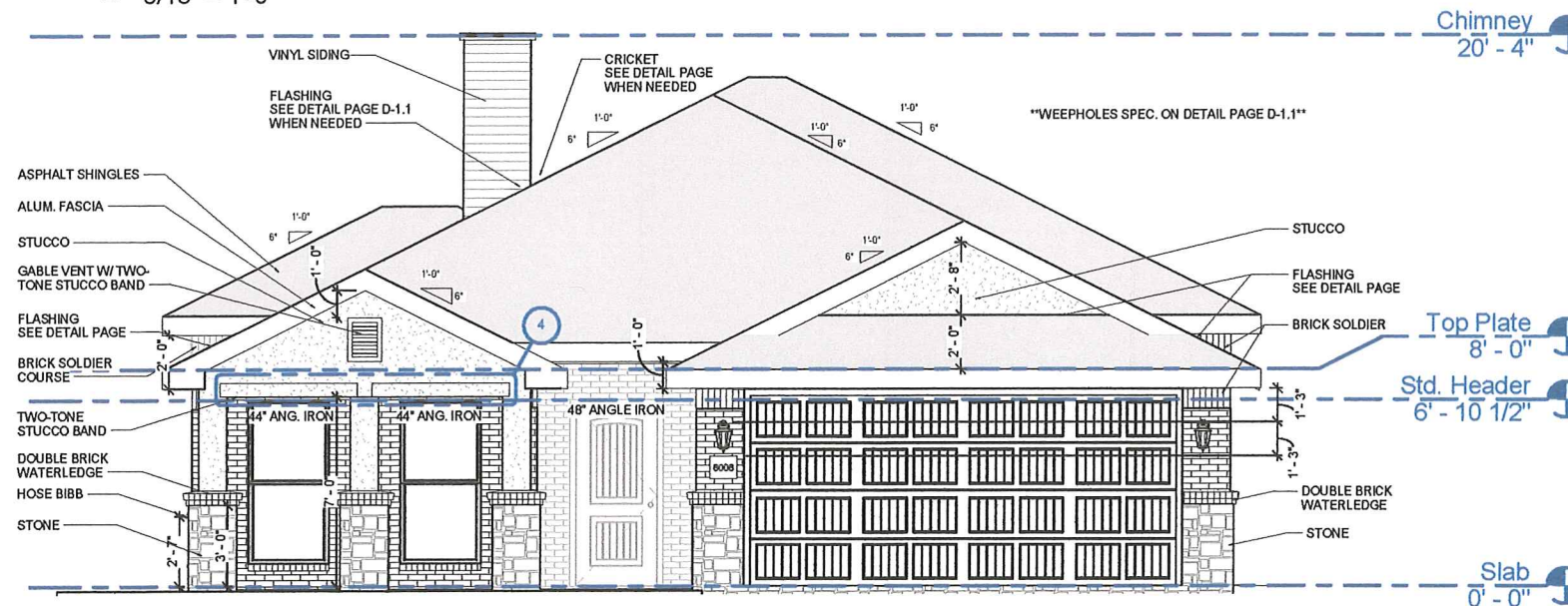
DATE: 2/6/2017

VERSION: 3.0

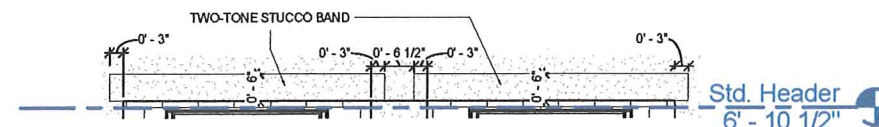
1.0



① REAR VIEW
3/16" = 1'-0"



② FRONT VIEW
3/16" = 1'-0"



④ STUCCO BAND DETAIL
3/8" = 1'-0"

ELEVATIONS

A-1.1

VERSION:
3.0

DATE:
2/6/2017

PROGRESS PRINT
NOT FOR CONSTRUCTION

This plan has been produced for the purpose of construction by Betenbough Homes. Use is prohibited by law without the express written consent of Betenbough Homes.

PLAN: Mary Kay

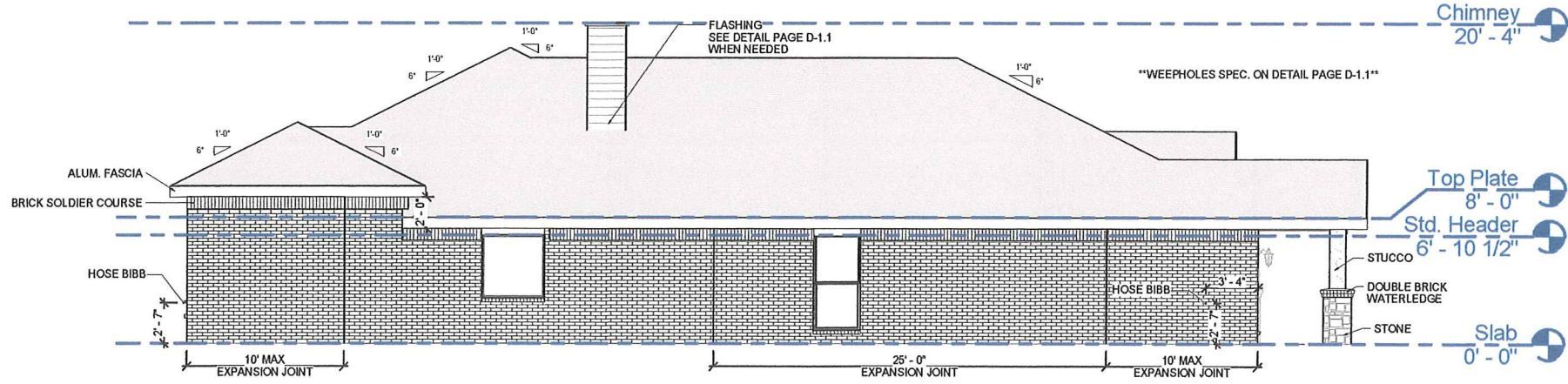
ADDRESS: Enter address here

CUSTOMER: BETENBOUGH HOMES

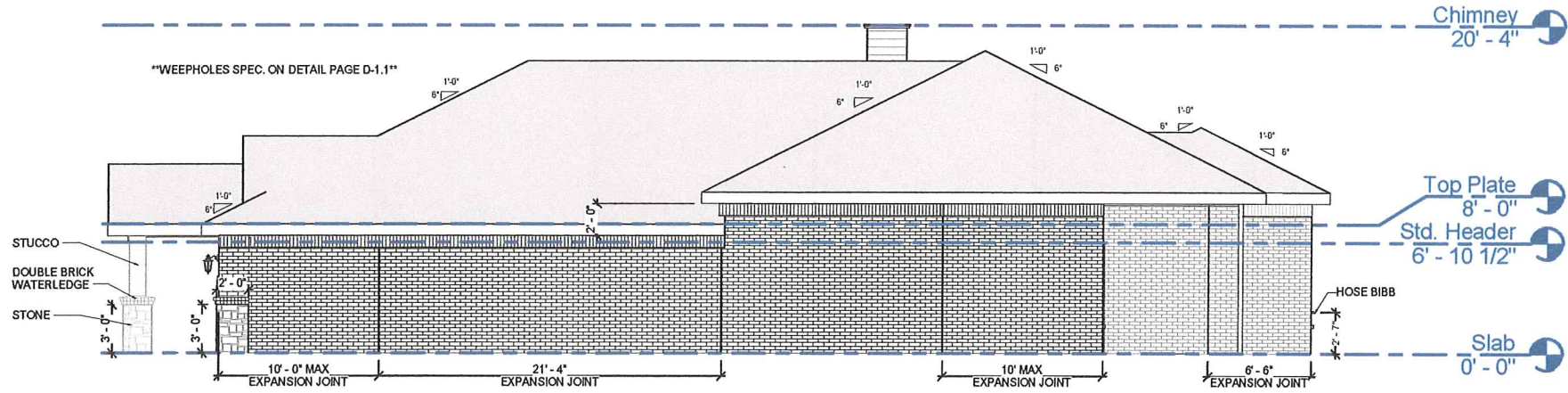
Plans, specifications and pricing subject to change without notification. Plans must be printed at 11x17 for accurate scale.



BETENBOUGH
HOMES®



① LEFT VIEW
1/8" = 1'-0"



② RIGHT VIEW
1/8" = 1'-0"

This plan has been produced for the purpose of construction by Belenbough Homes. Any unauthorized use or reproduction by any person without the express written consent of Belenbough Homes.

PLAN: Mary Kay
ADDRESS: Enter address here
CUSTOMER: BETENBOUGH HOMES
© Copyright Belenbough Companies
Plans, specifications and pricing subject to change without notification. Plans must be printed at 1/8" = 1'-0" for accurate scale.



ELEVATIONS

VERSION: 3.0
DATE: 2/6/2017

PROGRESS PRINT
Not for construction

A-1.2



PLAN: _____ Irene _____
ADDRESS: **2319 Southridge Lane** _____
CUSTOMER: BETENBOUGH HOMES _____

Living- 1860
Garage- 400
Patio- 361

Total: 2621



BETENBOUGH
HOMES®

PLAN: Irene

ADDRESS: _____ Enter address here

CUSTOMER: BETENBOUGH HOMES

© Copyright Bettenbough Companies

This plan has been produced for the address listed for the purpose of construction by Bettenbough Homes. Any other use is prohibited by law without the express written consent of Bettenbough Homes.

Plans, specifications and pricing subject to change without notification. Plans must be printed at 11x17 for accurate scale.

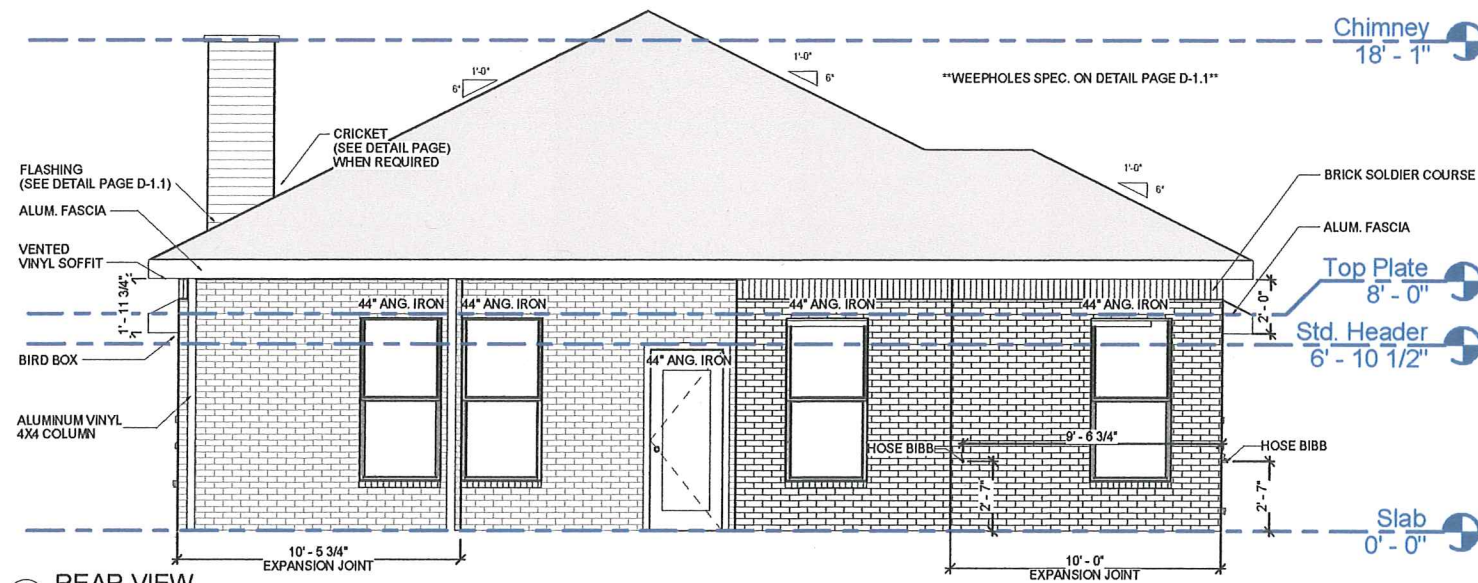
PROGRESS PRINT
Not for construction

COVER PAGE

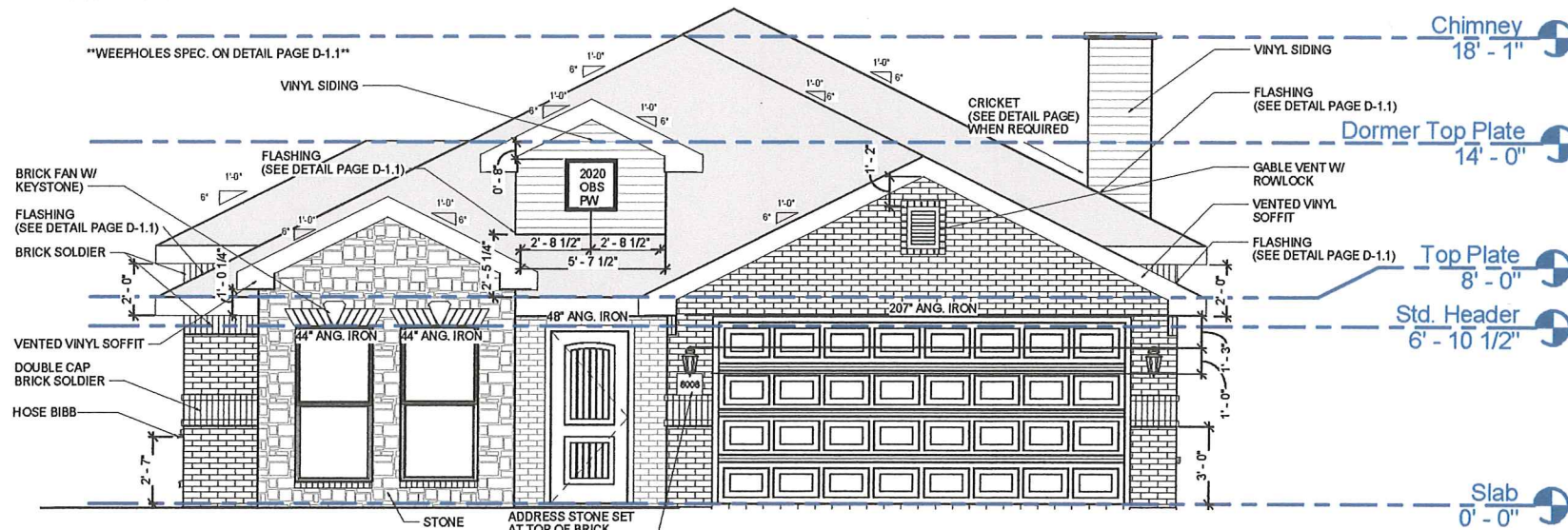
DATE: 6/1/2015

VERSION: 3.0

1.0



① REAR VIEW
3/16" = 1'-0"



② FRONT VIEW
3/16" = 1'-0"

The plan has been produced for the address listed for the purpose of construction by Betenbough Homes. Any unauthorized use without the express written consent of Betenbough Homes.

Plans, specifications and pricing subject to change without notification. Plans must be printed at 1/16" for accurate scale.

PLAN: Irene
ADDRESS: Enter address here
CUSTOMER: BETENBOUGH HOMES
© Copyright Betenbough Companies



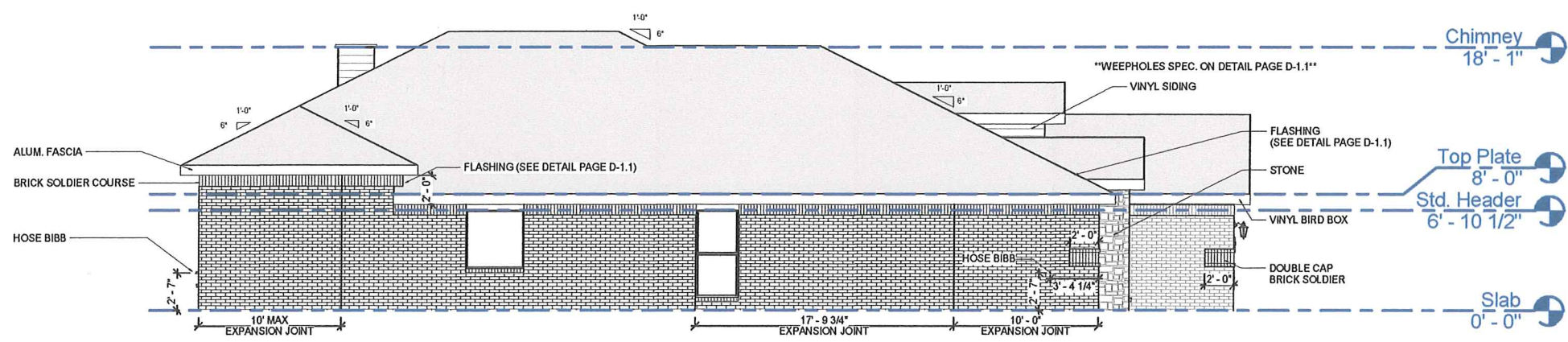
ELEVATIONS
VERSION: 3.0
DATE: 6/1/2015
PROGRESS PRINT
NOT FOR CONSTRUCTION

A-1.1

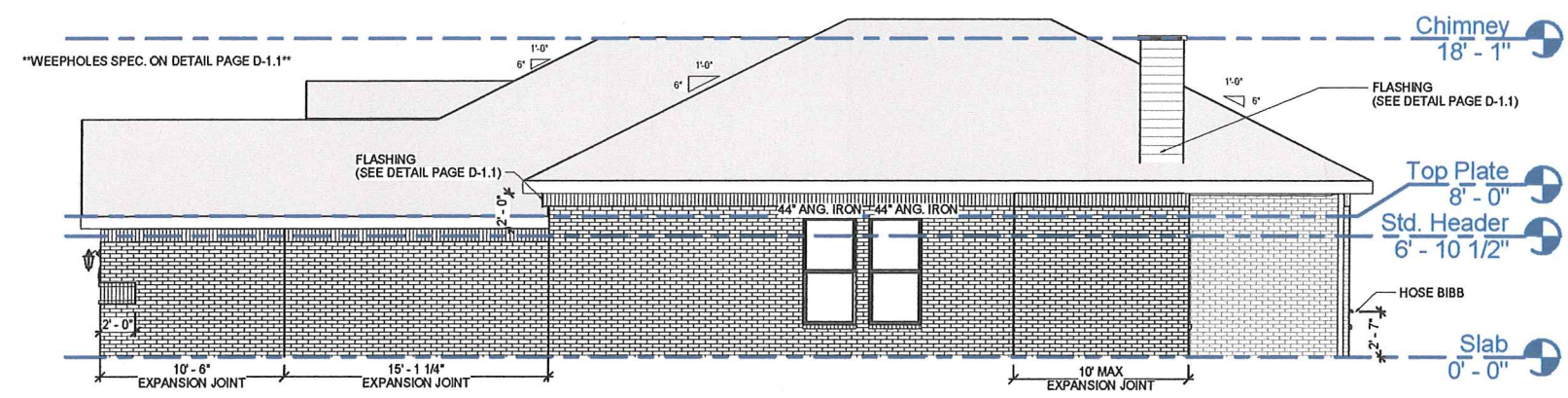
This plan has been produced for the address listed for the purpose of construction by Belenbough Homes. Any unauthorized use or reproduction by any other party without the express written consent of Belenbough Homes.

Plans, specifications and pricing subject to change without notification. Plans must be printed at 1/8" = 1'-0" for accurate scale.

PLAN: Irene
ADDRESS: Enter address here
CUSTOMER: BETENBOUGH HOMES
© Copyright Belenbough Companies



③ LEFT VIEW
1/8" = 1'-0"



④ RIGHT VIEW
1/8" = 1'-0"



PLAN: Rosa

ADDRESS:

CUSTOMER: AVAILABLE



BETENBOUGH
HOMES

PLAN: Rosa

ADDRESS:

CUSTOMER: AVAILABLE

© Copyright Betenbough Companies

Plans, specifications and pricing subject to change without notification. Plans must be printed at 11x17 for accurate scale.

This plan has been produced for the address listed for the purpose of construction by Betenbough Homes. Any use is prohibited by law without the express written consent of Betenbough Homes.

PROGRESS PRINT
NOT FOR CONSTRUCTION

COVER PAGE

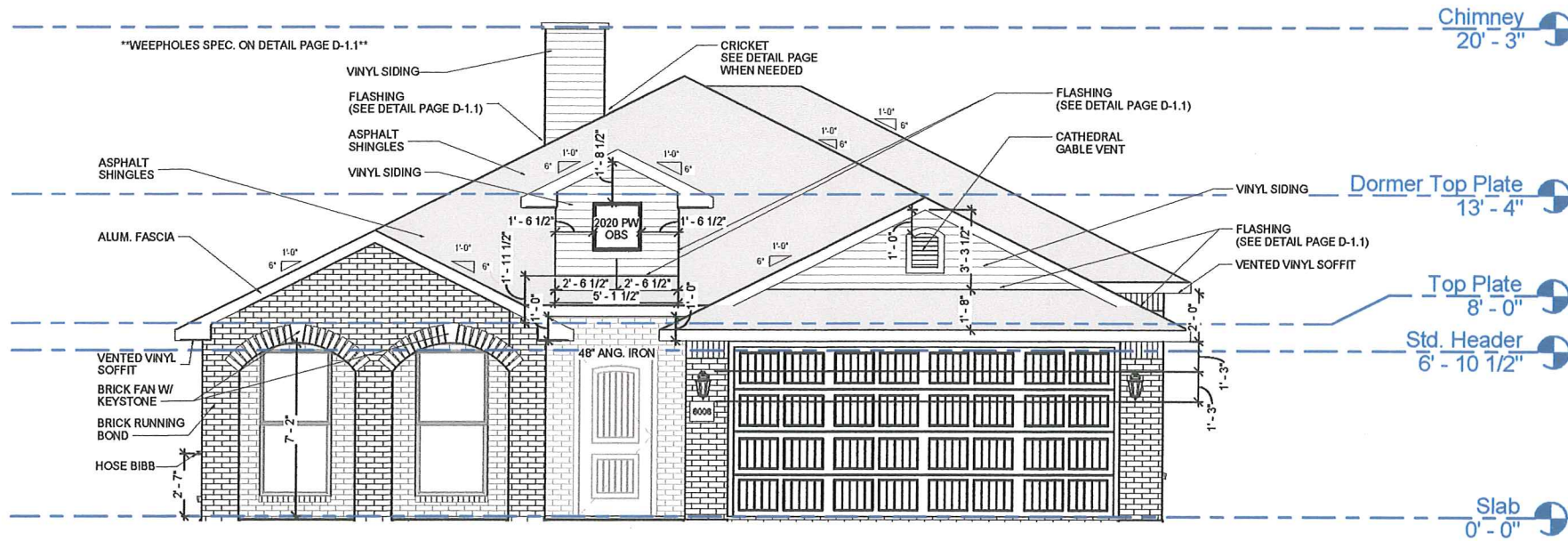
DATE:

6/7/2016

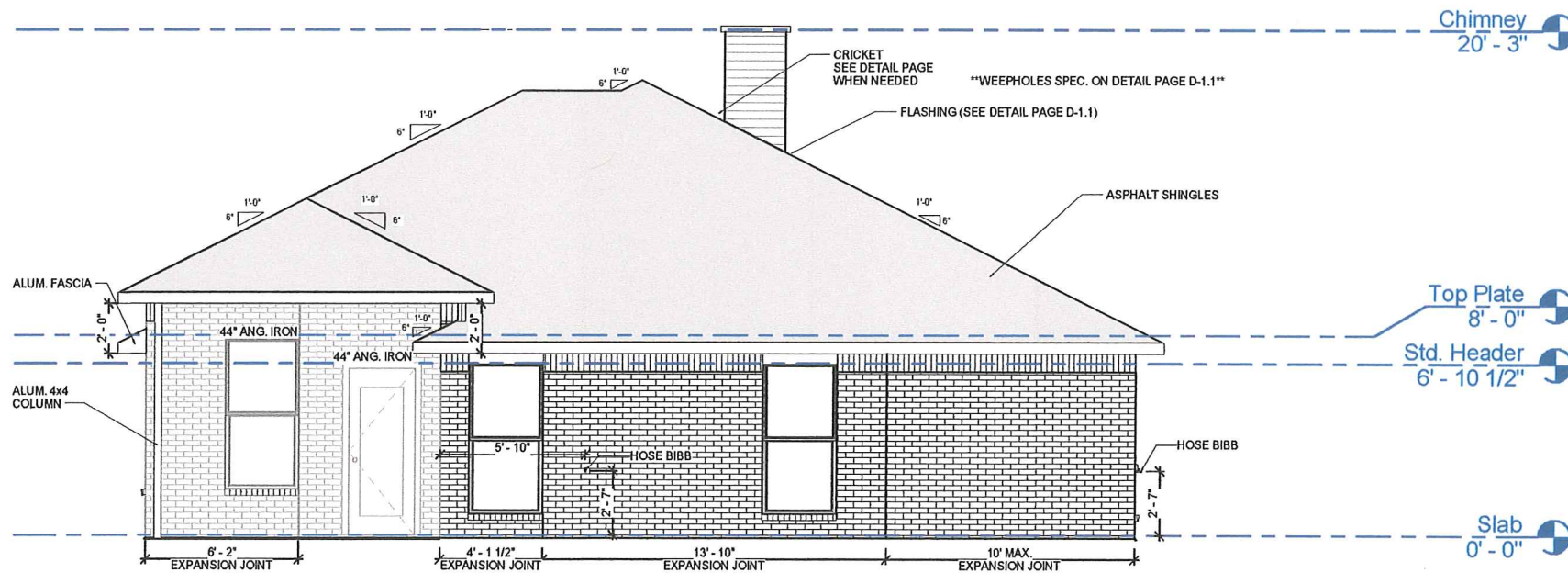
VERSION:

V3.0

1.0



① FRONT VIEW
3/16" = 1'-0"



② REAR VIEW
3/16" = 1'-0"

A-1.1

ELEVATIONS

VERSION:
V3.0

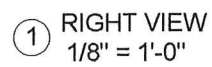
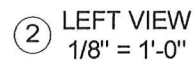
DATE:
6/7/2016

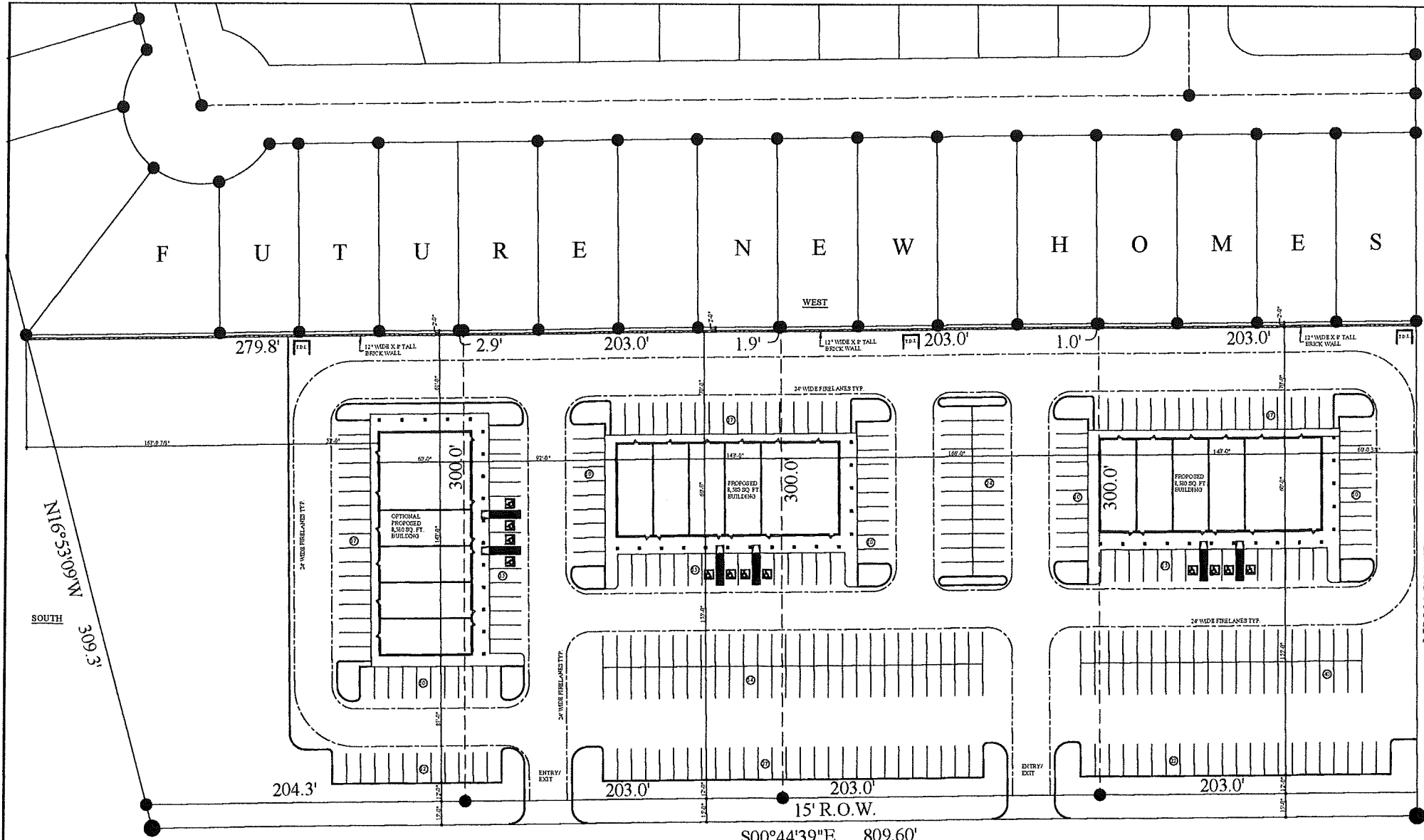
PROGRESS PRINT
NOT FOR CONSTRUCTION

This plan has been produced for the address listed for the purpose of construction by Betenbough Homes. Any other use is prohibited by law without the express written consent of Betenbough Homes.

PLAN: ROSA
ADDRESS:
CUSTOMER: AVAILABLE
© Copyright Betenbough Companies
Plans, specifications and pricing subject to change without notification. Plans must be printed at 1/16" = 1'-0" for accurate scale.

BH
BETENBOUGH
HOMES





Quail Run Road

NORTH

F.M. Hwy. 1417

EAST

PARKING

- 313 - 9' X 20' PARKING SPACE
- 12 - 9' X 20' ADA PARKING SPACE
- 325 - TOTAL PARKING SPACES
- T.D.L. = TRASH DUMPSTER LOCATION

LEGAL DESCRIPTION
REPLAT OF LOT 2, BLOCK A
COUNTRY RIDGE ESTATES NO. 10
SHERMAN, TEXAS
GRAYSON COUNTY, TEXAS

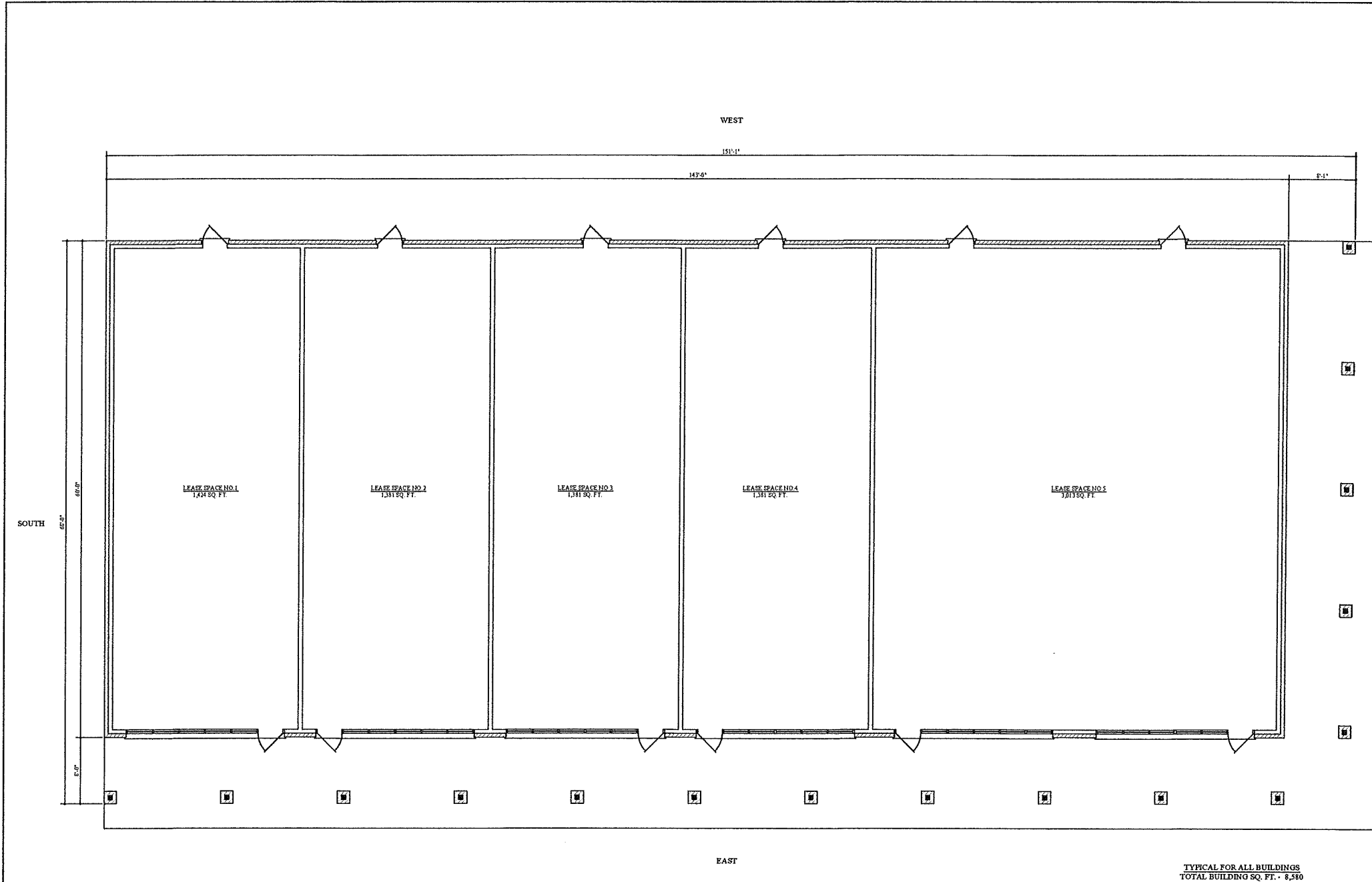
H & H
DRAFTING AND DESIGN
302 W. WOODAED SUITE #213
DENSON, TEXAS 75020
OFFICE (959) 462-3770 FAX (959) 462-3613

ISSUANCE:
DATE: OCTOBER 2013
DESIGNED BY: EDDY HULLEY
DRAWN BY: TERRY TUBBIS
SCALE:
1" = 30'-0"

A CUSTOM BUILDING FOR:
WYLDEWOOD HOMES

PROPOSED SITE PLAN

SHEET NUMBER
C-1



WEST

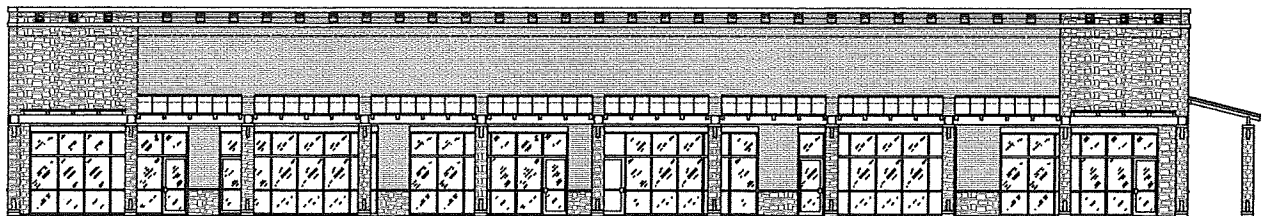
H & H
DRAFTING AND DESIGN
302 W. WOODWARD SUITE #315
DENSON, TEXAS 75020
OFFICE: (909) 465-5770 FAX: (909) 465-5615

REVISIONS
DATE: OCTOBER 2018
DESIGNED BY: EDDY WILSON
DRAWN BY: TERRY TORRES
SCALE: 3/16" = 1'-0"

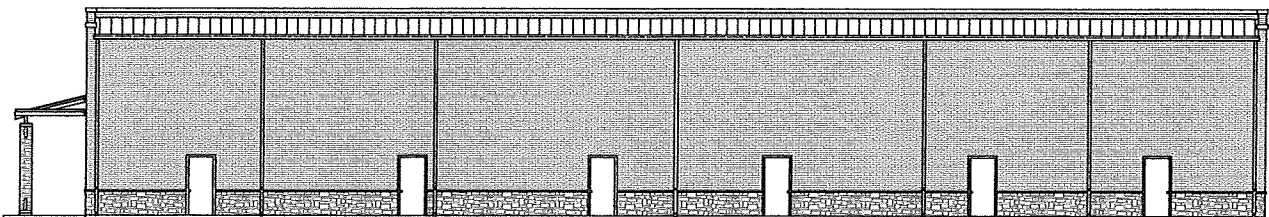
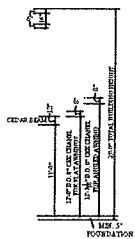
A CUSTOM BUILDING FOR:
WYLDWOOD HOMES
PROPOSED FLOOR PLAN
TYPICAL OF ALL BUILDINGS

SHEET NUMBER:
A-1

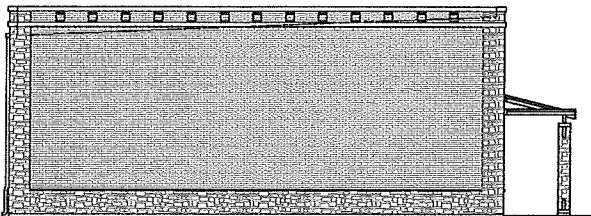
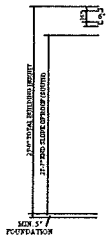
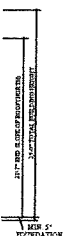
TYPICAL FOR ALL BUILDINGS
TOTAL BUILDING SQ. FT. = 6,580



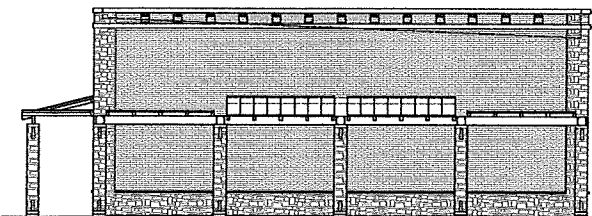
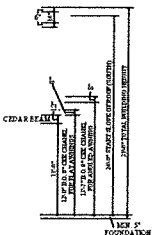
FRONT ELEVATION
(EAST)



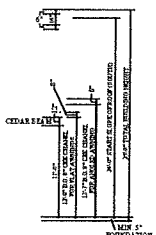
REAR VIEW
(WEST)



LEFT VIEW
(SOUTH)



RIGHT VIEW
(NORTH)



H & H
DRAFTING AND DESIGN
300 W. WOODWARD SUITE #213
DENSON, TEXAS 75020
OFFICE: (940) 465-5770 FAX: (940) 465-2613

DATE: OCTOBER 2018
DESIGNED BY: EDDY HULSEY
DRAWN BY: TERRY TORRES
SCALE: 1/8" = 1'-0"

A CUSTOM BUILDING FOR:
WYLDWOOD HOMES
PROPOSED ELEVATIONS
TYPICAL OF ALL BUILDINGS

SHEET NUMBER:
A-2

STAFF REVIEW LETTER

October 9, 2018

RSCL Holdings LLC
706 Valencia
Dallas, TX 75223

Helvey-Wagner Surveying
222 W. Main St.
Denison, TX 75020

Wyldeewood Homes
4091 Ward Neal Road
Bells, TX 75414

Dear Applicants,

The request for a zone change from an R-2 (Multi-family Residential) District to an R-1 (One Family Residential) District and C-1 (Retail Business) District for the property located in the 1100-1300 blocks of South FM 1417 (Heritage Parkway) and the 3800-4000 blocks of Quail Run Road has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, October 16, 2018 at 5:00 P.M., in the City Council Chambers, City Hall at 220 W. Mulberry.

City staff has reviewed your request with regards to engineering and development guidelines and finds the following items need to be addressed:

Zoning - Residential:

1. All aspects of the R-1 (One Family Residential) District, the patio home ordinance, the fence ordinance and the Residential Tree and Landscaping Ordinance must be followed.
2. Approval for an exception for the lot width or a Specific Use Permit to allow patio homes will be required through the Planning and Zoning Commission and City Council before construction begins.
3. Usable open space is required which equals or exceeds ten (10) percent of the gross platted area for any subdivision developed under the Patio Home ordinance if it contains fifty (50) or more lots.
4. Parking is permitted on paved surfaces only.
5. Parking shall be provided for one space per bedroom, minimum two per unit; a parking space is considered to be 9'x20'.
6. Review the zoning and development ordinance for additional requirements.
7. Site plan approval is valid for a period of one year, if progress has not been made within that time period; resubmission to the Planning & Zoning Commission is required.

Zoning - Commercial:

1. All aspects of the C-1 (Retail Business) District, the O-1.1 (FM 1417 Overlay) District, the sign ordinance, the fence ordinance and the Commercial Tree and Landscaping Ordinance must be followed.
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal (903.892.7267).
3. Parking is permitted on paved surfaces only.
4. The trash dumpster will need to be located inside the main building area.
5. The parking ratio will be determined by the use; a parking space is considered to be 9'x20'.
6. The site plan is conceptual and will require final site plan approval from the Planning and Zoning Commission before construction begins.

7. A minimum 6' screening shall be provided and maintained abutting any residentially zoned property.
8. A landscaping plan shall be provided for final site plan approval.
9. Review the zoning and development ordinance for additional requirements.
10. Site plan approval is valid for a period of one year, if progress has not been made within that time period; resubmission to the Planning & Zoning Commission is required.

Engineering:

11. Replatting of the property is required.
12. Minimum residential lot frontage is 60' street frontage and 6,000 square feet.
13. Privately owned and maintained detention in accordance with City criteria is required. Engineering plans shall be provided to the City of Sherman Engineering Department for review and approval.
14. Verify fire lane requirements with Fire Marshall.
15. Water and sewer shall be extended to serve the development. Sewer capacity shall be verified for proposed use.
16. Development Agreement required for Public Infrastructures.
17. Final site plans, utility, drainage, and grading plans shall be provided and approved by the City Engineering Department.
18. Drive approaches and sidewalks must conform to City of Sherman and TxDOT standards and a permit is required from City of Sherman Engineering Department.
19. Additional Right of Way will be required with widening of F.M. 1417.
20. Access from Quail Run Road will require median opening designed and built by developer.
21. Entrances/Exits off F.M. 1417 will be Right-in, Right-out only.
22. Water pro-rata will be due upon development on all Tract 2 development.

Any other changes made to the site plan prior to the final fulfillment of the conditions of the staff review, must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

You are hereby notified to be present, either in person or by your authorized representative to present your request on the date and time stated above.

If additional information or clarification is needed, do not hesitate to contact Scott Shadden at 903-892-7229 prior to the meeting.

Respectfully,



Scott Shadden

Secretary, Planning and Zoning Board and Board of Adjustment

CC: Robby Hefton, City Manager
Mark Gibson, Director of Utilities
Clint Philpott, P.E., Director of Engineering
Amber Doan, Engineering Coordinator

Danny Fuller, Fire Marshal
Brandon Shelby, City Attorney
Steve Ayers, Asst. City Manager



**Planning & Zoning Commission and Board of
Adjustments**

Agenda Item No. 10.

Meeting Date: 10/16/2018

Prepared by: Patsy Reeves, Developmental Services Admin Secretary
Scott Shadden, Director of Development Services

Clay Mahone, Chairman

Eric Elliott, Vice Chairman

Shawn Davis, Commissioner

Jeff Adams, Commissioner

David Downtain, Commissioner

Trish Wood, Commissioner

Leigh Ann Sims, Commissioner

Requested Action/Proposed Use:

**1100-1300 BLOCKS S. FM 1417 (HERITAGE PARKWAY) & 3800-4000 BLOCKS QUAIL RUN
ROAD**

The request of RSCL Holdings, LLC (Owners), Wyldewood Homes (Prospective Buyer) Al Denson (Representative) and Helvey-Wagner Surveying (Surveyor) concerning the property located in the 1100-1300 Blocks of South FM 1417 (Heritage Parkway) and the 3800-4000 blocks of Quail Run Road, as follows:

Planning and Zoning Commission

- **Tract 1:** Being 19.967 acres in the Elizabeth Jones Survey, Abstract No. 625, also being a part of Lot 2, Block A, Country Ridge Estates No. 10, zone change and conceptual site plan approval under Ordinance No. 2280, Section 12, from an R-2 (Multi-Family Residential) District to an R-1 (One Family Residential) District.
- **Tract 2:** Being 6.141 acres in the Elizabeth Jones Survey, Abstract No. 625, also being a part of Lot 2, Block A, Country Ridge Estates No. 10, zone change and conceptual site plan approval under Ordinance No. 2280, Section 12, from an R-2 (Multi-Family Residential) District to a C-1 (Retail Business) District.

Background:

The property is located in the 1100-1300 blocks of South FM 1417 (Heritage Parkway) and the 3800-4000 blocks of Quail Run Road; the southwest corner of FM 1417 (Heritage Parkway) and Quail Run Road. The property was zoned an R-2 (Multi-Family Residential) District, April 17, 2017.

The owners would like to change the zoning on 19.967 acres to an R-1 (One Family Residential) District for development on 102 proposed lots and to a C-1 (Retail Business) District on 4 lots along FM 1417 (Heritage Parkway). They plan to come back at a later date to Replat the property, apply for a Specific Use Permit to allow patio homes and site plan approval on the commercial tract.

Adjacent Zoning:

R-1 (One Family Residential) District
R-2 (Multi-Family Residential) District
C-1 (Retail Business) District
C-2 (General Commercial) District

Origination:

RSCL Holdings, LLC (Owners)
Wyldeewood Homes (Prospective Buyer)
Al Denson (Representative)
Helvey-Wagner Surveying (Surveyor)

Master Plan Designation:

Suburban Residential – Increased density and closer building setbacks separate Suburban Residential from Countryside and Estate, but more landscaping and open space distinguish Suburban Residential from Urban and Auto-Urban categories. New suburban subdivisions typically have curvilinear streets and sidewalks, as well as curb and gutter.

Number of notices mailed:

61

Objections Received:

0

Attachments

Location Map
Zoning Map
Zoning Sign Photo
Site Plan
Commercial Site Plan
Residential Elevations
Commercial Elevations
Staff Review Letter



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

C.4.

Meeting Date: 11/05/2018

Prepared By: Scott Shadden, Director of Developmental Services

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6162

Amending Section 8, Subsection (5)(A), Ordinance No. 2280, so as to Grant a Specific Use Permit to Allow Automobile and Heavy Vehicle Repair, Transmissions, Brakes, Mufflers, Shocks, Oil and Lube with Body Work in a C-2 (General Commercial) District at 4114 Texoma Parkway, being 0.4986 acres in the W. F. Patterson Survey, Abstract No. 969 (DAS SAM Enterprises, LLC, Owners; William Downey, Downey Automotive, Applicant; and Helvey-Wagner Surveying, Surveyor); Providing that this Specific Use Permit shall be Granted Subject to Certain Conditions; Providing a Penalty not to Exceed \$2,000.00

Issue:

To consider the request of DAS SAM Enterprises, LLC (Owners), William Downey, Downey Automotive (Applicant), and Helvey-Wagner Surveying (Surveyor) concerning the property at 4114 Texoma Parkway, being 0.4986 acres in the W. F. Patterson Survey, Abstract No. 969, for a Specific Use Permit to allow automobile and heavy vehicle repair, transmissions, brakes, mufflers, shocks, oil and lube with body work in a C-2 (General Commercial) District

Background:

The property is located at 4114 Texoma Parkway between Gallagher Drive and Frisco Road and is zoned a C-2 (General Commercial) District. A Specific Use Permit to allow automotive and heavy vehicle repair, transmissions, brakes, mufflers, shocks, oil and lube in a C-2 (General Commercial) District was approved on October 19, 2009, but the business closed down for more than sixty days so the use went away.

William Downey operates Downey Automotive; he is requesting a Specific Use Permit to allow automotive repair including suspension, brakes, HVAC, engine gaskets and seals, radiator, transmission, tune-ups, oil changes, accessory repairs and body work. The building is red brick with a bay door and metal roof; there is also an eight foot fence in the rear of the property.

Origination:

DAS SAM Enterprises, LLC (Owners)

William Downey, Downey Automotive (Applicant)

Helvey-Wagner Surveying (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the October 16, 2018 regular meeting, the Planning and Zoning Board voted 7/0 to recommend to the City Council that the Specific Use Permit be approved subject to the Staff Review Letter.

Alternatives:

The City Council could deny the request.

Attachments

Ordinance No. 6162

Location Map

Zoning Map

Zoning Sign Photo

Survey

Narrative/Elevations

Staff Review Letter

P&Z Communication

ORDINANCE NO. 6162

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 AUTOMOBILE AND HEAVY VEHICLE REPAIR, TRANSMISSIONS, BRAKES, MUFFLERS, SHOCKS, OIL AND LUBE WITH BODY WORK IN A C-2 (GENERAL COMMERCIAL) DISTRICT AT 4114 TEXOMA PARKWAY, BEING 0.4986 ACRES IN THE W. F. PATTERSON SURVEY, ABSTRACT NO. 969 (DAS SAM ENTERPRISES, LLC, OWNERS; WILLIAM DOWNEY, DOWNEY AUTOMOTIVE, APPLICANT; AND HELVEY-WAGNER SURVEYING, 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; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City Planning and Zoning Commission and the City Council, in accordance with the state law and the ordinances of the City of Sherman, have given the required notices and have held the required public hearings regarding this Specific Use Permit; and

WHEREAS, the City Council finds that this use will complement or be compatible with the surrounding uses and community facilities; contribute to, enhance, or promote the welfare of the area of request and adjacent properties; not be detrimental to the public health, safety, or general welfare; and conform in all other respects to all applicable zoning regulations and standards; and

WHEREAS, the City Council finds that it is in the public interest to grant this specific use permit, subject to certain conditions;

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

SECTION 1. That, from and after the passage of this ordinance, DAS SAM Enterprises, LLC (Owners), William Downey, Downey Automotive (Applicant) and Helvey-Wagner Surveying (Surveyor) concerning the property 4114 Texoma Parkway and that Section 8, Subsection (5)(a), Ordinance No. 2280 is hereby amended so as to hereafter include the following described property:

SITUATED in the County of Grayson, State of Texas, being a part of the W. F. Patterson Survey, Abstract No. 969, being all of the 96 foot by 266.875 foot lot or tract of land conveyed by Foreclosure Sale Deed, from Riley Nix (*Substitute Trustee*), to Earl S. Keese (*Buyer*), on April 4, 2006, recorded in Volume 4032, Page 722, Official Public Records,

Grayson County, Texas, and in Grayson County Clerk's Document No. 2006-00008324, and being more particularly described by metes and bounds as follows, to-wit:

BEGINNING at a "tall" 2 inch metal pipe found in the West right-of-way line of Texoma Parkway (AKA: *State Highway 91*), said beginning pipe maintaining the Northeast corner of said Earl Keese tract and the Southeast corner of the Munson 4200, LTD. 9.961 acres in Volume 4003, Page 527, O.P.R.G.C.t., said beginning pipe being South 29 deg. 38 min. 00 sec. West, 708.1 feet from a ½ inch rebar found in said West right-of-way line;

THENCE South 29 deg. 38 min. 00 sec. West, with the West right-of-way line of Texoma Parkway, a distance of 96.09 feet to a ½ inch rebar found, SAID rebar maintaining the Southeast corner of the Earl Keese tract and the most Eastern Northeast corner of the Utter Properties, LTD. 2.85 acre in Volume 4338, Page 744, O.P.R.G.C.T.;

THENCE North 63 deg. 04 min. 26 sec. West, with a North line of the Utter Properties 2.85 acre, a distance of 226.60 feet to a point on the East side of a "North-South" chain link fence, at the Southwest corner of the Earl Keese tract, an Ell corner of the Utter Properties 2.85 acre, said point being South 64 deg. West, 0.35 ft. from a ½ inch rebar found, said point also being North 32 deg. East, 0.7 feet from the Northeast base of a 2-1/4 inch metal chain link fence corner post;

THENCE North 29 deg. 40 min. 04 sec. East, with an East line of the Utter Properties 2.85 ac., along the East side of said chain link fence, a distance of 95.83 feet to a ½ inch rebar found in the South line of said Munson4200 9.961 acres, said rebar maintaining the Northwest corner of the Earl Keese tract and the most Northern Northeast corner of the Utter Properties 2.85 ac., said rebar being South 29 deg. East, 0.4 feet from the Southeast base of a 2-1/4 inch metal chain link fence corner post;

THENCE South 63 deg. 08 min. 23 sec. East, with the South line of the Munson4200 9.961 acres a distance of 226.55 feet to the **PLACE OF BEGINNING and containing 21,717 square feet or 0.4986 acres of land.....**

SECTION 2. That this specific use permit is granted on the following conditions:

Zoning:

1. All aspects of the C-2 (General Commercial) District, the sign ordinance, the fence ordinance and the Commercial Tree and Landscaping Ordinance must be followed.
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal (903.892.7267).
3. All parking shall be on private property and shall not encroach into Texoma Parkway right-of-way.
4. The exterior façade is required to be Masonry or equivalent on the sides of all buildings visible from front street right-of-way unless an exception is approved.
5. Parking is permitted on paved surfaces only (concrete or asphalt); a parking space is considered to be 9'x20.

6. No outside parking or storage of dismantled, junk or inoperable vehicles, wrecks tires or parts is allowed.
7. Shall comply with all EPA, City, Federal and State regulations for this use.
8. Review the zoning and development ordinance for additional requirements.
9. Site plan approval is valid for a period of one year, if progress has not been made within that time period; resubmission to the Planning & Zoning Commission is required.

Engineering:

10. New drive approaches and sidewalks must conform to City of Sherman and TxDOT standards and a permit is required from City of Sherman Engineering Department.
11. Parking will be permitted on private property only.
12. Parking will be permitted on improved surfaces only.
13. No city sewer service available to property.

SECTION 3. That this ordinance shall not become effective until entered upon the official zoning map as provided in Section 8, Subsection (5)(a), Ordinance No. 2280.

SECTION 4. That a person who violates a provision of this ordinance, upon conviction, is punishable by a fine not to exceed \$2,000.00.

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 meetings at which this ordinance was introduced and passed were open to the public and that public notice of the time, place and purpose of said meetings were given all as required by law.

INTRODUCED on this the _____ day of _____, 2018.

ADOPTED on this the _____ day of _____, 2018.

EFFECTIVE DATE on this the _____ day of _____, 2018.

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**



4114 Texoma Parkway



NOT TO SCALE

1 in = 363 ft



Zoning - 4114 Texoma Parkway

Legend

Special Districts Overlay

DISTRICT_NAME

- Arts and Cultural District
- Blalock Commercial Overlay District
- Central Business District
- College Park District
- Downtown Overlay District
- Historic Preservation District

Transportation Corridor

Representation: ShermGIS.DBO.TransportationCorridor_Rep

- FM 1417
- Sam Rayburn Freeway
- US Hwy 82 and 75
- SH 289
- FM 691

Zoning Districts

Representation: ShermGIS.DBO.ZoningDistrict_Rep

- Unknown
- BIP - Blalock Industrial Park
- C-1 Retail Business District

- C-2 General Commercial District
- CO Office District
- Lakes
- M-1 Light Manufacturing District
- M-1.5 Medium Manufacturing District
- M-2 Heavy Manufacturing District
- MH Manufacturing Housing District
- R-1 One Family Residential District
- R-2 Multi-Family Residential District
- R-A Single Family Agricultural District
- SF-1 Single Family Residential District

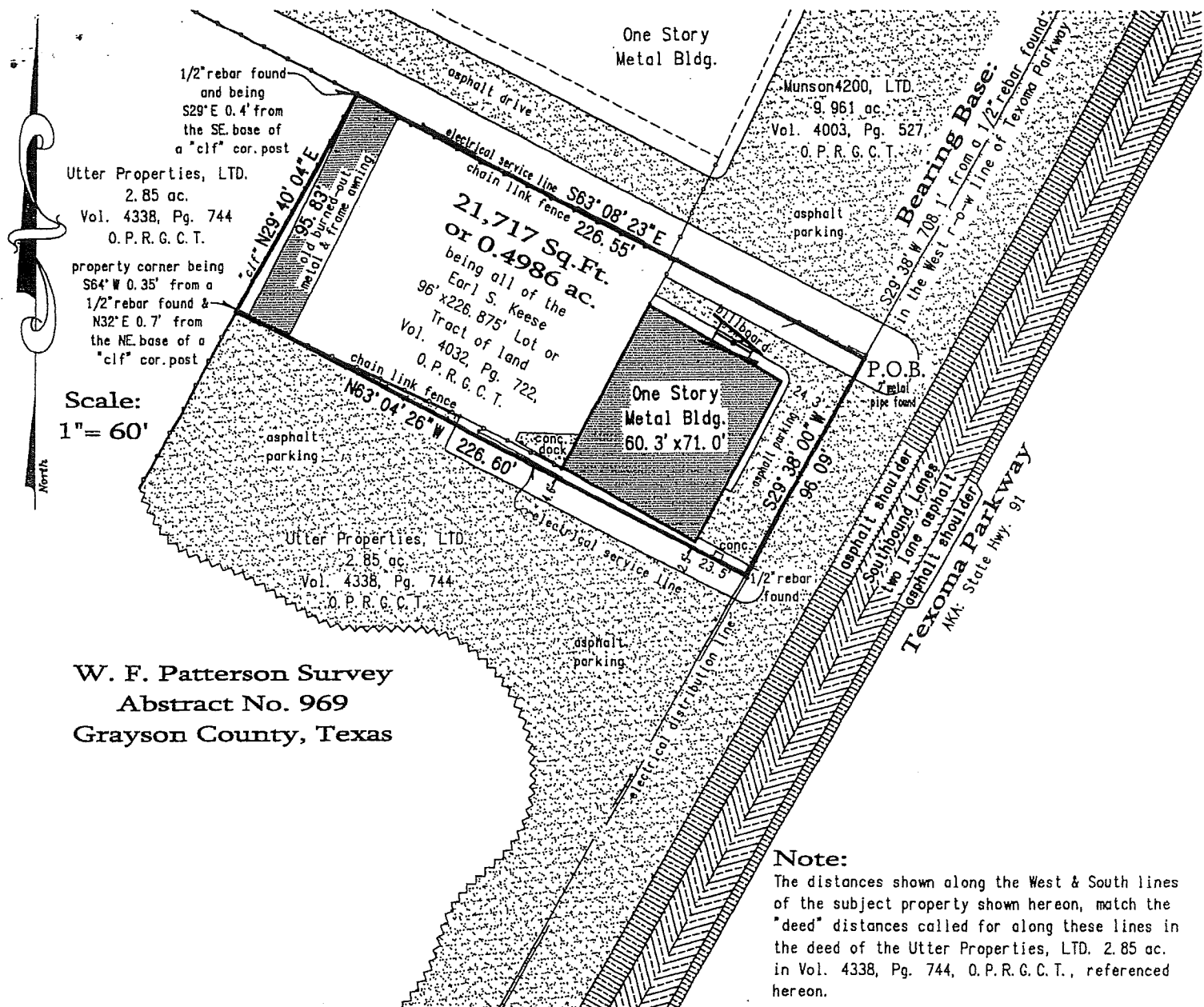


NOT TO SCALE

1 in = 100 ft

4114 Texoma Parkway





This Survey was prepared for the sole benefit of the transaction (real property purchase) by and between the Owner and Buyers stated hereon, and is null and void for any other transactions. Any other use of this Survey without the sole consent of the undersigned Surveyor is prohibited, and would infringe upon State and Federal Copyright Statutes. Any violation of said Statutes will be aggressively pursued.

Owner: Earl S. Keese
Buyer: Stan Keese & Beth Keese
Address: 4114 Texoma Parkway,
Sherman, Texas

I, Billy F. Helvey, Registered Professional Land Surveyor, do hereby certify that a Survey was performed on the ground of the property shown hereinabove under my personal and direct supervision; that visible and observable evidence of Utilities, Easements and Rights-of-way that were detected during the course of this Survey are shown hereon; that the Survey substantially complies with the current minimum standards for Professional Land Surveyors, as adopted by the Texas Board of Professional Land Surveying; and the the Survey Plat is a true and accurate representation of the property shown hereon. See the attached Field Notes for the metes and bounds description of the subject property.

To Whom it may concern:

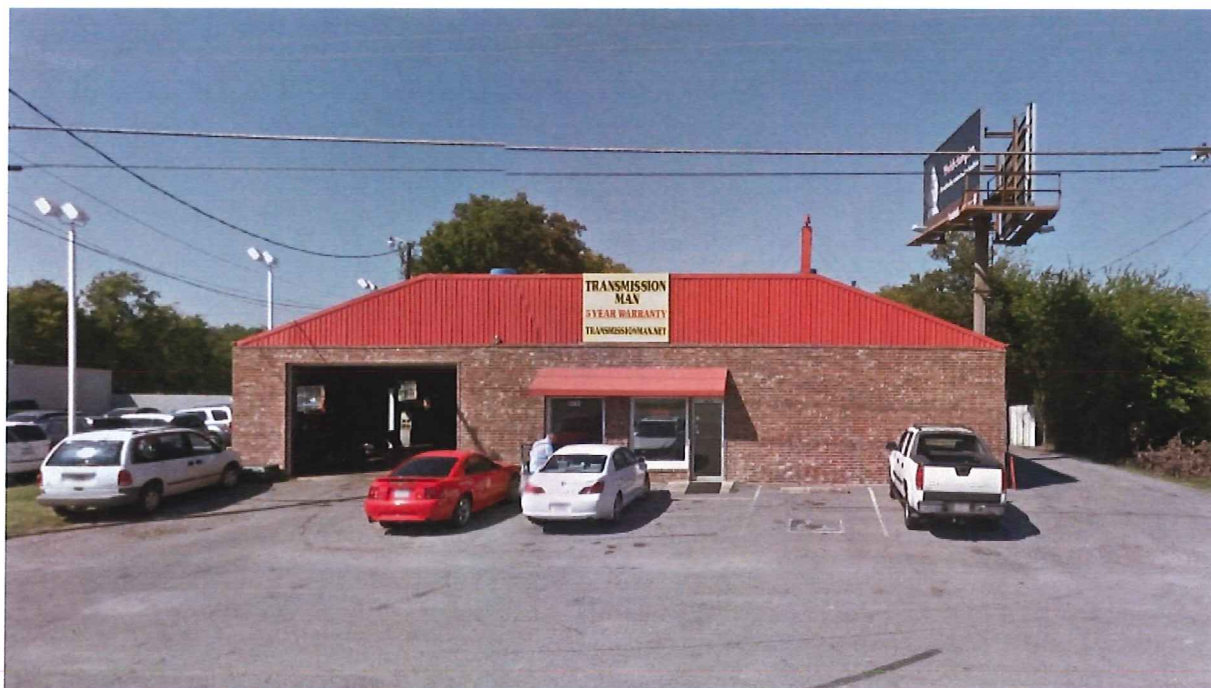
My name is William Downey and the sole proprietor of Downey Automotive. We would like to become a successful repair center for the public, car lots, and fleet vehicles. I will be using the property located at 4114 Texoma Parkway, Sherman, Texas 75090 as follows:

General automotive repair including but not limited to suspension, brakes, HVAC, engine gaskets and seals, radiator, transmission, tune-up's, oil changes, and accessory repairs.

We will also perform specific body work as follows: Replacement of bolt-on only bumpers, fenders, underpinning, hood and trunk lids. We do not preform onsite painting.

The front of the building has 4 parking spots which includes 1 handicap space. The building is red brick with a red metal façade above, a red awning, and a bay door. The Roof is blue and only visible from the sides of the building. There is a large area to the back of the building surrounded by an approximate 8-foot fence all the way around. There is one sign on the roof of the building and another located on the front of the building.

Front:



Left:



Right:



Thank you for your consideration

William T. Downey
Downey Automotive
214-543-3868

STAFF REVIEW LETTER

October 9, 2018

DAS SAM Enterprises, LLC
2439 Flowing Wells Rd.
Pottsboro, TX 75076

Helvey-Wagner Surveying
222 W. Main
Denison, TX 75020

William Downey
410 S. Charles St.
Sherman, TX 75090

Dear Applicants,

The request for a Specific Use Permit to allow automobile and heavy vehicle repair, transmissions, brakes, mufflers, shocks, oil & lube with body work in a C-2 (General Commercial) District for the property located at 4114 Texoma Parkway has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, October 16, 2018 at 5:00 P.M., in the City Council Chambers, City Hall at 220 W. Mulberry.

City staff has reviewed your request with regards to engineering and development guidelines and finds the following items need to be addressed:

Zoning:

1. All aspects of the C-2 (General Commercial) District, the sign ordinance, the fence ordinance and the Commercial Tree and Landscaping Ordinance must be followed.
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal (903.892.7267).
3. All parking shall be on private property and shall not encroach into Texoma Parkway right-of-way.
4. The exterior façade is required to be Masonry or equivalent on the sides of all buildings visible from front street right-of-way unless an exception is approved.
5. Parking is permitted on paved surfaces only (concrete or asphalt); a parking space is considered to be 9'x20.
6. No outside parking or storage of dismantled, junk or inoperable vehicles, wrecks tires or parts is allowed.
7. Shall comply with all EPA, City, Federal and State regulations for this use.
8. Review the zoning and development ordinance for additional requirements.
9. Site plan approval is valid for a period of one year, if progress has not been made within that time period; resubmission to the Planning & Zoning Commission is required.

Engineering:

10. New drive approaches and sidewalks must conform to City of Sherman and TxDOT standards and a permit is required from City of Sherman Engineering Department.
11. Parking will be permitted on private property only.
12. Parking will be permitted on improved surfaces only.
13. No city sewer service available to property.

Any other changes made to the site plan prior to the final fulfillment of the conditions of the staff review, must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

You are hereby notified to be present, either in person or by your authorized representative to present your request on the date and time stated above.

If additional information or clarification is needed, do not hesitate to contact Scott Shadden at 903-892-7229 prior to the meeting.

Respectfully,



Scott Shadden
Secretary, Planning and Zoning Board and Board of Adjustment

CC: Robby Hefton, City Manager
Mark Gibson, Director of Utilities
Clint Philpott, P.E., Director of Engineering
Amber Doan, Engineering Coordinator

Danny Fuller, Fire Marshal
Brandon Shelby, City Attorney
Steve Ayers, Asst. City Manager



**Planning & Zoning Commission and Board of
Adjustments**

Agenda Item No. 8.

Meeting Date: 10/16/2018

Prepared by: Patsy Reeves, Developmental Services Admin Secretary
Scott Shadden, Director of Development Services

Clay Mahone, Chairman

Eric Elliott, Vice Chairman

Shawn Davis, Commissioner

Jeff Adams, Commissioner

David Downtain, Commissioner

Trish Wood, Commissioner

Leigh Ann Sims, Commissioner

Requested Action/Proposed Use:

4114 TEXOMA PARKWAY

The request of DAS SAM Enterprises, LLC (Owners), William Downey, Downey Automotive (Applicant) and Helvey-Wagner Surveying (Surveyor) concerning the property 4114 Texoma Parkway, being 0.4986 acres in the W. F. Patterson Survey, Abstract No. 969, as follows;

Planning and Zoning Commission

Specific Use Permit and site plan approval under Ordinance No. 2280, Section 8, Subsection (5)(a) to allow automobile and heavy vehicle repair, transmissions, brakes, mufflers, shocks, oil & lube with body work in a C-2 (General Commercial) District.

Background:

The property is located at 4114 Texoma Parkway between Gallagher Drive and Frisco Road and is zoned a C-2 (General Commercial) District. A Specific Use Permit to allow automotive and heavy vehicle repair, transmissions, brakes, mufflers, shocks, oil & lube in a C-2 (General Commercial) District was approved October 19, 2009, but the business closed down for more than sixty days so the use went away.

William Downey operates Downey Automotive; he is requesting a Specific Use Permit to allow automotive repair including suspension, brakes, HVAC, engine gaskets and seals, radiator, transmission, tune-ups, oil changes, accessory repairs and body work. The building is red brick with a bay door and metal roof; there is also an eight foot fence in the rear of the property.

Adjacent Zoning:

C-2 (General Commercial) District

M-1 (Light Manufacturing) District

Origination:

DAS SAM Enterprises, LLC (Owners)

William Downey (Applicant)

Helvey-Wagner Surveying (Surveyor)

Master Plan Designation:

Auto Urban Commercial – Require more land for parking than building floor area. Automobiles and parking are the most prominent features. Parking lots reduce building density and prevent any possibility of creating an enclosed space.

Number of notices mailed:

5

Objections Received:

0

Attachments

Location Map

Zoning Map

Zoning Sign Photo

Survey/Site Plan

Narrative/Elevations

Staff Review Letter



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

C.5.

Meeting Date: 11/05/2018

Prepared By: Scott Shadden, Director of Developmental Services

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6163

Amending Section 8, Subsection (5)(A), Ordinance No. 2280, so as to Grant a Specific Use Permit to Allow Automobile Sales and Impound Lot in a C-2 (General Commercial) District at 5504 Texoma Parkway, being 5.188 acres in the D.C. Shelp Survey, Abstract No. 1097 (Robert and Tammy Allen, Owners; Lone Star Haulin, LLC, Tenant; and Underwood Drafting and Surveying, Surveyor); Providing that this Specific Use Permit shall be Granted Subject to Certain Conditions; Providing a Penalty not to Exceed \$2,000.00

Issue:

To consider the request of Robert and Tammy Allen (Owners), Lone Star Haulin, LLC (Tenant), and Underwood Drafting and Surveying (Surveyor) concerning the property at 5504 Texoma Parkway, being 5.188 acres in the D.C. Shelp Survey, Abstract No. 1097, for a Specific Use Permit to allow automobile sales and impound lot in a C-2 (General Commercial) District

Background:

The property is located at 5504 Texoma Parkway between Fallon Drive and F.M. 691 and is zoned a C-2 (General Commercial) District. A Specific Use Permit to allow automotive repair, tire sales, service and installation and automobile sales and rentals in a C-2 (General Commercial) District was approved on September 8, 2015.

Lone Star Haulin is a local towing service that has been in business in Grayson County since 2005. Their customers include individuals, shops, dealerships and commercial truck lines, also serving local police, state and county agencies. They recently purchased the property at 5504 Texoma Parkway and would like to move their business to this location. The property consists of 5.188 acres including a storefront building with composite siding and a composite building in the back of the property. They will utilize the storefront as an office and the building in the back for police department investigations, narcotics hold vehicles, and police seizures that require dry storage. They would also like to sell cars in the front of the facility. Impound seized vehicles, vehicles involved in accidents and cars that are towed due to arrest will be behind the existing fence.

Origination:

Robert and Tammy Allen (Owners)
Lone Star Haulin, LLC (Tenant)
Underwood Drafting and Surveying (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the October 16, 2018 regular meeting, the Planning and Zoning Board voted 7/0 to recommend to the City Council that the Specific Use Permit be approved subject to the Staff Review Letter.

Alternatives:

The City Council could deny the request.

Attachments

Ordinance No. 6163
Location Map
Zoning Map
Zoning Sign Photo
Narrative
Survey
Building Elevations
Business Comparisons
Staff Review Letter
P&Z Communication

ORDINANCE NO. 6163

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 AUTOMOBILE SALES AND IMPOUND LOT IN A C-2 (GENERAL COMMERCIAL) DISTRICT AT 5504 TEXOMA PARKWAY, BEING 5.188 ACRES IN THE D.C. SHELPS SURVEY, ABSTRACT NO. 1097 (ROBERT AND TAMMY ALLEN, OWNERS; LONE STAR HAULIN, LLC, TENANT; AND UNDERWOOD DRAFTING AND SURVEYING, 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; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City Planning and Zoning Commission and the City Council, in accordance with the state law and the ordinances of the City of Sherman, have given the required notices and have held the required public hearings regarding this Specific Use Permit; and

WHEREAS, the City Council finds that this use will complement or be compatible with the surrounding uses and community facilities; contribute to, enhance, or promote the welfare of the area of request and adjacent properties; not be detrimental to the public health, safety, or general welfare; and conform in all other respects to all applicable zoning regulations and standards; and

WHEREAS, the City Council finds that it is in the public interest to grant this specific use permit, subject to certain conditions;

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

SECTION 1. That, from and after the passage of this ordinance, Robert and Tammy Allen (Owners), Lone Star Haulin, LLC (Tenant) and Underwood Drafting and Surveying (Surveyor) concerning the property 5504 Texoma Parkway and that Section 8, Subsection (5)(a), Ordinance No. 2280 is hereby amended so as to hereafter include the following described property:

SITUATED in the County of Grayson, State of Texas, being a part of the D.C. Shelp Survey, Abstract No. 1097, and being the same tract of land conveyed by Roy G. Baker et ux to Dumas W. Terry by deed dated April 6, 1962, recorded in Volume 953, Page 182, Deed Records, Grayson County, Texas and being more particularly described by metes and bounds, as follows:

BEGINNING at a 1/2" steel rod set marking the Northeast corner of the said Terry tract in the West right-of-way line of Texoma Parkway (State Highway N. 91);

THENCE South 29° 38' 00" West with said right-of-way line a distance of 257.38 feet to an axle found maintaining the Southeast corner of the said Terry tract and the Northeast corner of the 4.586 acre tract of land described as Tract One conveyed by Fred Swink to Furniture Outlet of North Texas, Inc., by deed dated January 17, 1995, recorded in Volume 2377, Page 435, Real Property Records, Grayson County, Texas;

THENCE North 87° 14' 03" West, passing an axle found in the East line of a public road locally known as Theresa Drive at 902.21 feet, and continuing for a total distance of 927.12 feet to a spike nail set marking the Northwest corner of the said 4.586 acre tract and the Southwest corner of the said Terry tract in the center of said road;

THENCE North 01° 41' 41" East with said center of road a distance of 228.25 feet to a spike nail found maintaining the Northwest corner of the said Terry tract and the Southwest corner of the 12.40 acre tract of land conveyed by El Dorado Village MHP, Inc. to Affordable Residential Communities, L.P., II, by deed dated February 27, 1997, recorded in Volume 2526, Page 654, Official Public Records, Grayson County, Texas;

THENCE South 87° 18' 36" East, passing a ½" steel rod found in the said East line of road at 24.16 feet and continuing with the general course of an old fence, passing a ½" steel rod found maintaining the Southeast corner of the said 12.40 acre tract at 1025.27 feet and continuing for a total distance of 1047.71 feet to the **POINT OF BEGINNING and containing 5.188 acres of land more or less.....**

SECTION 2. That this specific use permit is granted on the following conditions:

Zoning:

1. All aspects of the C-2 (General Commercial) District, the sign ordinance, the fence ordinance and the Commercial Tree and Landscaping Ordinance must be followed.
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal (903.892.7267).
3. All parking shall be on private property and shall not encroach into Texoma Parkway right-of-way.
4. The exterior façade is required to be masonry or equivalent on the sides of all buildings visible from front street right-of-way unless an exception is approved.
5. Parking is permitted on paved surfaces only (concrete or asphalt); a parking space is considered to be 9'x20.
6. No outside parking or storage of dismantled, junk or inoperable vehicles, wrecks, tires or parts is allowed.
7. A minimum 6' screening shall be provided and maintained abutting any residential use.
8. Shall comply with all EPA, City, Federal and State regulations for this use.
9. Review the zoning and development ordinance for additional requirements.

10. Site plan approval is valid for a period of one year, if progress has not been made within that time period; resubmission to the Planning & Zoning Commission is required.

Engineering:

11. All drive approaches must be brought into conformance with current City of Sherman and TXDOT standards and a permit is required from City of Sherman Engineering Department. Coordinate with City of Sherman Engineering Department.
12. All requirements of the Floodplain Ordinance should be followed.
13. Parking will be permitted on private property only.

SECTION 3. That this ordinance shall not become effective until entered upon the official zoning map as provided in Section 8, Subsection (5)(a), Ordinance No. 2280.

SECTION 4. That a person who violates a provision of this ordinance, upon conviction, is punishable by a fine not to exceed \$2,000.00.

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 meetings at which this ordinance was introduced and passed were open to the public and that public notice of the time, place and purpose of said meetings were given all as required by law.

INTRODUCED on this the _____ day of _____, 2018.

ADOPTED on this the _____ day of _____, 2018.

EFFECTIVE DATE on this the _____ day of _____, 2018.

CITY OF SHERMAN, TEXAS

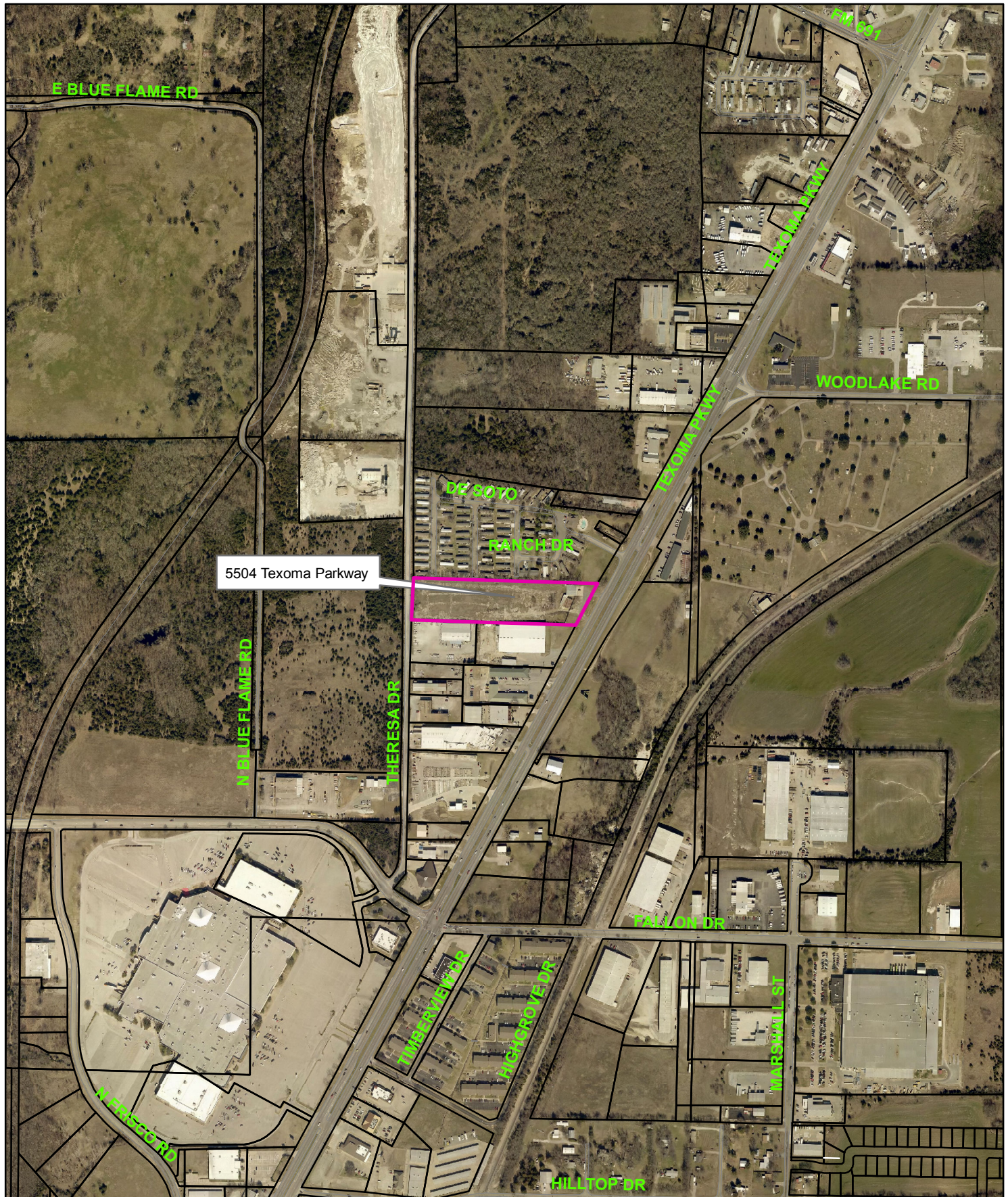
ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

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

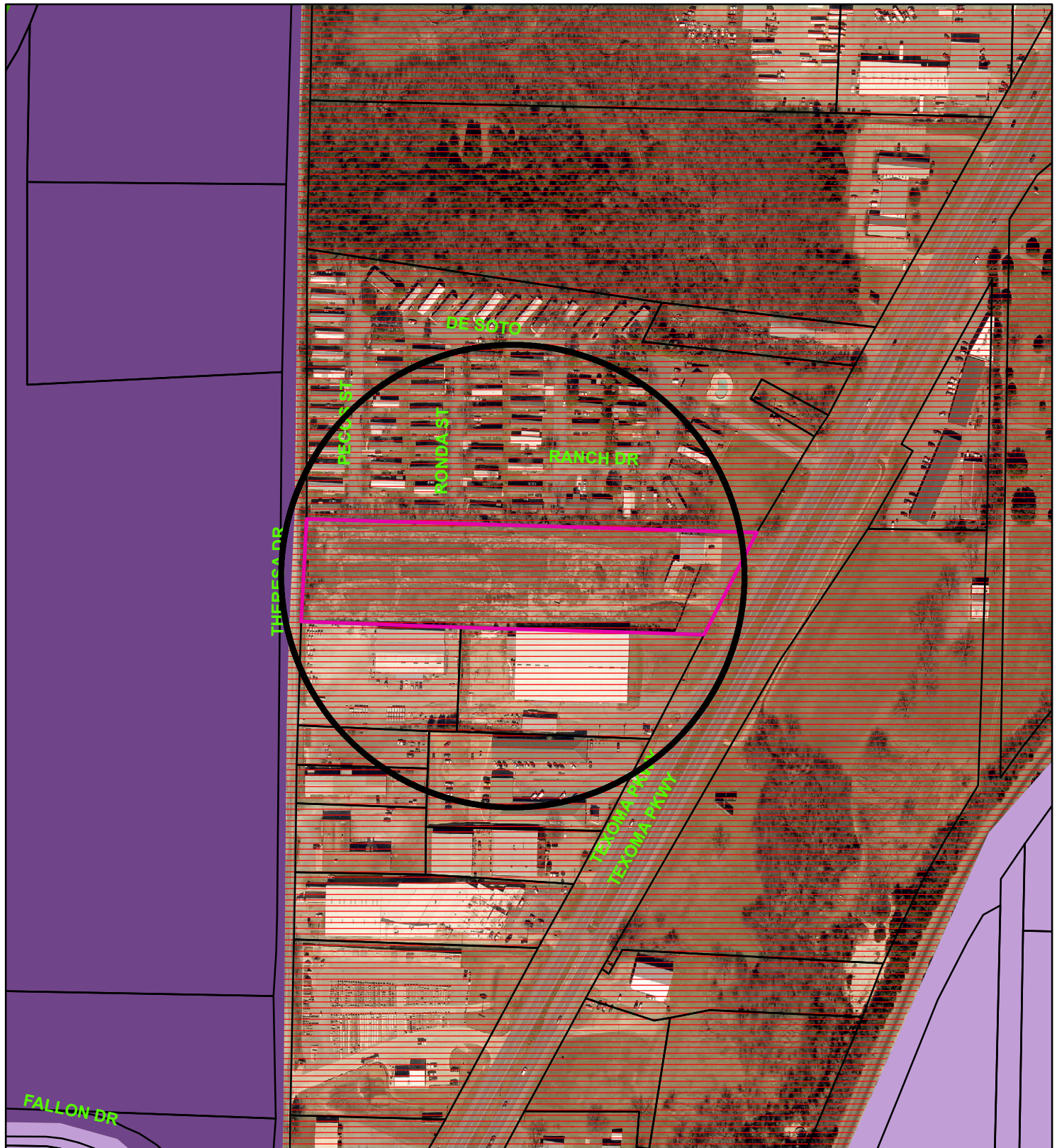


5504 Texoma Parkway



NOT TO SCALE

1 in = 700 ft



Zoning - 5504 Texoma Parkway

Legend

Special Districts Overlay

DISTRICT_NAME

- Arts and Cultural District
- Blalock Commercial Overlay District
- Central Business District
- College Park District
- Downtown Overlay District
- Historic Preservation District

Transportation Corridor

Representation: ShermGIS.DBO.TransportationCorridor_Rep

- FM 1417
- Sam Rayburn Freeway
- US Hwy 82 and 75
- SH 289
- FM 691

Zoning Districts

Representation: ShermGIS.DBO.ZoningDistrict_Rep

- Unknown
- BIP Blalock Industrial Park
- C-1 Retail Business District

- C-2 General Commercial District
- CO Office District
- Lakes
- M-1 Light Manufacturing District
- M-1.5 Medium Manufacturing District
- M-2 Heavy Manufacturing District
- MH Manufacturing Housing District
- R-1 One Family Residential District
- R-2 Multi-Family Residential District
- R-A Single Family Agricultural District
- SF-1 Single Family Residential District



NOT TO SCALE

1 in = 300 ft



5504 Texoma Parkway



Lone Star Haulin, LLC
88 Beaver Run Road
Sherman, Texas 75090
903-436-9210

September 19, 2018

City of Sherman
Developmental Services
220 W. Mulberry
Sherman, Texas 75091

Re: Specific Use Permit with Exception
5504 Texoma Parkway
Sherman, Texas 75090

Lone Star Haulin is a local towing service that has been in business in Grayson County since 2005. Our customers include individuals, shops, dealerships and commercial truck lines. We also proudly serve all local police, state, and county agencies. We are on rotation with Grayson County, City of Sherman and City of Denison.

We recently purchased the property located at 5504 Texoma Parkway in Sherman. The property consists of 5.188 acres and includes a storefront building with composite siding and also a composite building in the back. We will be able to utilize the storefront as an office and utilize the building in the back for police department investigations, narcotics hold vehicles, and police seizures that require dry storage.

Directly behind the fencing is where we will impound seized vehicles, cars involved in accidents, and cars that are towed due to arrests. Behind this fencing is where we are requesting an Exception. We are asking that we be allowed to put in gravel, instead of paving or concrete, cost effectiveness. We have included comparable photos in the area for your review.

We are also requesting to be able to sell cars in the front of our facility. The previous permit allowed that, so we are hopeful that will carry over. There is existing pavement and parking.

We are excited to bring new business to this end of the Parkway in Sherman. We hope that you will grant our permit for an impound yard and car lot.

Robert & Tammy Allen

12.40 ACRES
AFFORDABLE RESIDENTIAL
COMMUNITIES, L.P., II
VOL. 2526, PG. 654
O.P.R.G.C.T.

1/2" AXLE
AND FOUND

S 87°18'36" E

1047.71'

N 01°41'41" E
228.25'5.188
ACRES

N 87°14'03" W

927.12'

4.586 ACRES
FURNITURE OUTLET
OF NORTH TEXAS, INC.
TRACT ONE
VOL. 2377, PG. 435
R.P.R.G.C.T.

LEGAL DESCRIPTION

Situated in the County of Grayson, State of Texas, being a part of the D. C. Shelp Survey, Abstract No. 1097, and being the same tract of land conveyed by Roy G. Baker et ux to Dumas W. Terry by deed dated April 6, 1962, recorded in Volume 953, Page 182, Deed Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows:

Beginning at a 1/2" steel rod set marking the Northeast corner of the said Terry tract in the West right-of-way line of Texoma Parkway (State Highway No. 91);

Thence South 29°38'00" West with said right-of-way line a distance of 257.38 feet to an axle found maintaining the Southeast corner of the said Terry tract and the Northeast corner of the 4.586 acre tract of land described as Tract One conveyed by Fred Swink to Furniture Outlet Of North Texas, Inc., by deed dated January 17, 1995, recorded in Volume 2377, Page 435, Real Property Records, Grayson County, Texas;

Thence North 87°14'03" West, passing an axle found in the East line of a public road locally known as Theresa Drive at 902.21 feet and continuing for a total distance of 927.12 feet to a spike-nail set marking the Northwest corner of the said 4.586 acre tract and the Southwest corner of the said Terry tract in the center of said road;

Thence North 01°41'41" East with said center of road a distance of 228.25 feet to a spike-nail found maintaining the Northwest corner of the said Terry tract and the Southwest corner of the 12.40 acre tract of land conveyed by El Dorado Village-MHP, Inc., to Affordable Residential Communities, L.P., II, by deed dated February 27, 1997, recorded in Volume 2526, Page 654, Official Public Records, Grayson County, Texas;

Thence South 87°18'36" East, passing a 1/2" steel rod found in the said East line of road at 24.16 feet and continuing with the general course of an old fence, passing a 1/2" steel rod found at maintaining the Southeast corner of the said 12.40 acre tract at 1025.27 feet and continuing for a total distance of 1047.71 feet to the Point-of-Beginning and containing 5.188 acres of land more or less.....

UNDERWOOD

DRAFTING & SURVEYING

118 WEST CHESTNUT STREET

DENISON, TEXAS 75020

(903)465-2151

COURSE - BASIS OF BEARINGS -
ALONG WEST RIGHT-OF-WAY LINE
TEXOMA PARKWAY (STATE HIGHWAY NO. 91)
AS PER TxDOT DATA

GRAPHIC SCALE



(IN FEET)
1 inch = 60 ft.

I, Douglas W. Underwood, Registered Professional Land Surveyor, hereby certify that a survey was made on the ground on the property legally described herein, and that the plat herewith is a true, correct and accurate representation of the property legally described hereinabove. Said survey was performed without benefit of Title Opinion, and no certification is made regarding the existence or effect of any easements, rights-of-way, covenants, appurtenances, or encumbrances embraced by the subject property.

Douglas W. Underwood
Registered Professional
Land Surveyor No. 4709





5504 Texoma Parkway
View from the Parkway



5504 Texoma Parkway
Side view fencing with gravel entry



5504 Texoma Parkway
Front entrance to the office area



5504 Texoma Parkway
Front view, office space



5504 Texoma Parkway
Front entry
Storage behind the fencing



5504 Texoma Parkway
Fencing
Storage behind the fencing



5504 Texoma Parkway

Behind the fence, to be used as storage

***Exception for gravel**



5504 Texoma Parkway
Behind the fence, to be used as storage
***Exception for gravel**



5504 Texoma Parkway

Property behind the fence, to be used for storage

***Exception for gravel**



5504 Texoma Parkway
Side of the building

A-1 Towing

***Comparison**





Tom's Auto Body
*Comparison

Ellis Towing

*Comparison



STAFF REVIEW LETTER

October 9, 2018

Robert & Tammy Allen
88 Beaver Run
Sherman, TX 75090

Underwood Drafting & Surveying
3404 Interurban Rd.
Denison, Texas 75020

Dear Applicants,

The request for a Specific Use Permit to allow automobile sales and impound lot in a C-2 (General Commercial) District for the property located at 5504 Texoma Parkway has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, October 16, 2018 at 5:00 P.M., in the City Council Chambers, City Hall at 220 W. Mulberry.

City staff has reviewed your request with regards to engineering and development guidelines and finds the following items need to be addressed:

Zoning:

1. All aspects of the C-2 (General Commercial) District, the sign ordinance, the fence ordinance and the Commercial Tree and Landscaping Ordinance must be followed.
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal (903.892.7267).
3. All parking shall be on private property and shall not encroach into Texoma Parkway right-of-way.
4. The exterior façade is required to be masonry or equivalent on the sides of all buildings visible from front street right-of-way unless an exception is approved.
5. Parking is permitted on paved surfaces only (concrete or asphalt); a parking space is considered to be 9'x20.
6. No outside parking or storage of dismantled, junk or inoperable vehicles, wrecks, tires or parts is allowed.
7. A minimum 6' screening shall be provided and maintained abutting any residential use.
8. Shall comply with all EPA, City, Federal and State regulations for this use.
9. Review the zoning and development ordinance for additional requirements.
10. Site plan approval is valid for a period of one year, if progress has not been made within that time period; resubmission to the Planning & Zoning Commission is required.

Engineering:

11. All drive approaches must be brought into conformance with current City of Sherman and TxDOT standards and a permit is required from City of Sherman Engineering Department. Coordinate with City of Sherman Engineering Department.
12. All requirements of the Floodplain Ordinance should be followed.
13. Parking will be permitted on private property only.

Any other changes made to the site plan prior to the final fulfillment of the conditions of the staff review, must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

You are hereby notified to be present, either in person or by your authorized representative to present your request on the date and time stated above.

If additional information or clarification is needed, do not hesitate to contact Scott Shadden at 903-892-7229 prior to the meeting.

Respectfully,



Scott Shadden
Secretary, Planning and Zoning Board and Board of Adjustment

CC: Robby Hefton, City Manager
Mark Gibson, Director of Utilities
Clint Philpott, P.E., Director of Engineering
Amber Doan, Engineering Coordinator

Danny Fuller, Fire Marshal
Brandon Shelby, City Attorney
Steve Ayers, Asst. City Manager



Planning & Zoning Commission and Board of Adjustments

Agenda Item No. 12.

Meeting Date: 10/16/2018

Prepared by: Patsy Reeves, Developmental Services Admin Secretary
Scott Shadden, Director of Development Services

Clay Mahone, Chairman

Eric Elliott, Vice Chairman

Shawn Davis, Commissioner

Jeff Adams, Commissioner

David Downtain, Commissioner

Trish Wood, Commissioner

Leigh Ann Sims, Commissioner

Requested Action/Proposed Use:

5504 TEXOMA PARKWAY

The request of Robert and Tammy Allen (Owner), Lone Star Haulin, LLC (Tenant) and Underwood Drafting and Surveying (Surveyor) concerning the property at 5504 Texoma Parkway, being 5.188 acres in the D.C. Shelp Survey, Abstract No. 1097, as follows;

Planning and Zoning Commission

Specific Use Permit and site plan approval under Ordinance No. 2280, Section 8, Subsection (5)(a) to allow automobile sales and impound lot in a C-2 (General Commercial) District.

Board of Adjustments

Exception under Ordinance No. 2280, Section 7, Subsection (10)(h) to allow an existing gravel parking lot in the rear of the property in lieu of the required concrete or asphalt in a C-2 (General Commercial) District.

Background:

The property is located at 5504 Texoma Parkway between Fallon Drive and FM 691 and is zoned a C-2 (General Commercial) District. A Specific Use Permit to allow automotive repair, tire sales, service and installation and automobile sales and rentals in a C-2 (General Commercial) District was approved September 8, 2015.

Lone Star Haulin is a local towing service that has been in business in Grayson County since 2005. Their customers include individuals, shops, dealerships and commercial truck lines, also serving Local Police, State and County Agencies. They recently purchased the property at 5504 Texoma Parkway and would like to move their business to this location. The property consist of 5.188 acres including a storefront building with composite siding and a composite building in the back of the property. They will utilize the storefront as an office and the building in the back for police department investigations, narcotics hold vehicles, and police seizures that require dry storage. They would also like to sell cars in the front of the facility.

Impound seized vehicles, vehicles involved in accidents and cars that are towed due to arrest will be behind the existing fence. They are requesting an exception to allow a gravel parking lot behind the fence in lieu of concrete or asphalt.

Adjacent Zoning:

C-2 (General Commercial) District
M-2 (Heavy Manufacturing) District

Origination:

Robert and Tammy Allen (Owner)
Lone Star Haulin, LLC (Tenant)
Underwood Drafting and Surveying (Surveyor)

Master Plan Designation:

Auto Urban Commercial – Require more land for parking than building floor area. Automobiles and parking are the most prominent features. Parking lots reduce building density and prevent any possibility of creating an enclosed space.

Number of notices mailed:

5

Objections Received:

0

Attachments

Location Map
Zoning Map
Zoning Sign Photo
Narrative
Survey
Elevations
Business Comparisons
Staff Review Letter



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

C.6.

Meeting Date: 11/05/2018

Prepared By: Scott Shadden, Director of Developmental Services

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6164

Amending Section 8, Subsection (5)(A), Ordinance No. 2280, so as to Grant a Specific Use Permit to Allow Parking Lot Extension for Additional RV Storage in a C-1 (Retail Business) District/O-1.2 (Sam Rayburn Overlay) District at 2005 South Sam Rayburn Freeway, being **Tract 1:** 7.036 acres in the Preston Kitchen Survey, Abstract No. 667; **Tract 2:** Being all of Block 32 of the Replat of Blocks 4, 5, 6, 15, 16, 17, 29, 30, 31, 40 & 41 of Southside Addition; **Tract 3:** All of Blocks 38 & 39 of the Replat of Blocks 4, 5, 6, 15, 16, 17, 29, 30, 31, 40 & 41 of Southside Addition containing 0.487 acres; and **Tract 4:** 0.888 acres in the Preston Kitchen Survey, Abstract No. 667, being a strip of land known as Cottage Avenue (Unimproved) and platted as a City Street (FRHP Lincolnshire, LLC, Owners; CEI Engineering Associates, Inc., Civil Engineer; David Tipton, Representative; Gonzales & Schneeberg, Engineers & Surveyors, Inc., Surveyor; and Nolte & Associates, P.A., Architect); Providing that this Specific Use Permit shall be Granted Subject to Certain Conditions; Providing a Penalty not to Exceed \$2,000.00

Issue:

To consider the request of FRHP Lincolnshire, LLC (Owners), CEI Engineering Associates, Inc. (Civil Engineer), David Tipton (Representative), Gonzales & Schneeberg, Engineers & Surveyors, Inc. (Surveyor), and Nolte & Associates, P.A. (Architect) concerning the property at 2005 South Sam Rayburn Freeway, being **Tract 1:** 7.036 acres in the Preston Kitchen Survey, Abstract No. 667; **Tract 2:** Being all of Block 32 of the Replat of Blocks 4, 5, 6, 15, 16, 17, 29, 30, 31, 40 & 41 of Southside Addition; **Tract 3:** All of Blocks 38 & 39 of the Replat of Blocks 4, 5, 6, 15, 16, 17, 29, 30, 31, 40 & 41 of Southside Addition containing 0.487 acres; and **Tract 4:** 0.888 acres in the Preston Kitchen Survey, Abstract No. 667, being a strip of land known as Cottage Avenue (unimproved) and platted as a City Street, for a Specific Use Permit to allow parking lot extension for additional RV storage in a C-1 (Retail Business) District/O-1.2 (Sam Rayburn) Overlay District

Background:

The property is located at 2005 South Sam Rayburn Freeway between Wilson Avenue and F.M. 1417; Camping World is the tenant. The property is zoned a C-1 (Retail Business) District and M-1 (Light Manufacturing) District and is also located in the O-1.2 (Sam Rayburn) Overlay District.

The owners would like to extend their RV parking lot to the south and east of their existing lot; total parking will be 219 spaces. They would also like to construct a 10,600 square foot metal maintenance building behind their existing building.

Origination:

FRHP Lincolnshire, LLC (Owners)
CEI Engineering Associates, Inc. (Civil Engineer)
David Tipton (Representative)
Gonzales & Schneeberg, Engineers & Surveyors, Inc. (Surveyor)
Nolte & Associates, P.A. (Architect)

Financial Consideration:

None

Staff Recommendation:

At the October 16, 2018 regular meeting, the Planning and Zoning Board voted 7/0 to recommend to the City Council that the Specific Use Permit be approved subject to the Staff Review Letter and reviewing in one (1) year from the date the Certificate of Occupancy Permit is issued and providing an 8' wood privacy fence on the east side adjacent to the residential properties.

Alternatives:

The City Council could deny the request.

Attachments

Ordinance No. 6164
Location Map
Zoning Map
Zoning Sign Photo
Site Plan
Elevations
Landscape Plan
Staff Review Letter
P&Z Communication

ORDINANCE NO. 6164

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 PARKING LOT EXTENSION FOR ADDITIONAL RV STORAGE IN A C-1 (RETAIL BUSINESS) DISTRICT/O-1.2 (SAM RAYBURN OVERLAY) DISTRICT AT 2005 SOUTH SAM RAYBURN FREEWAY, BEING TRACT 1: 7.036 ACRES IN THE PRESTON KITCHEN SURVEY, ABSTRACT NO. 667; TRACT 2: BEING ALL OF BLOCK 32 OF THE REPLAT OF BLOCKS 4, 5, 6, 15, 16, 17, 29, 30, 31, 40 & 41 OF SOUTHSIDE ADDITION; TRACT 3: ALL OF BLOCKS 38 & 39 OF THE REPLAT OF BLOCKS 4, 5, 6, 15, 16, 17, 29, 30, 31, 40 & 41 OF SOUTHSIDE ADDITION CONTAINING 0.487 ACRES; AND TRACT 4: 0.888 ACRES IN THE PRESTON KITCHEN SURVEY, ABSTRACT NO. 667, BEING A STRIP OF LAND KNOWN AS COTTAGE AVENUE (UNIMPROVED) AND PLATTED AS A CITY STREET (FRHP LINCOLNSHIRE, LLC, OWNERS; CEI ENGINEERING ASSOCIATES, INC., CIVIL ENGINEER; DAVID TIPTON, REPRESENTATIVE; GONZALES & SCHNEEBERG, ENGINEERS & SURVEYORS, INC., SURVEYOR; AND NOLTE & ASSOCIATES, P.A., ARCHITECT); 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; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City Planning and Zoning Commission and the City Council, in accordance with the state law and the ordinances of the City of Sherman, have given the required notices and have held the required public hearings regarding this Specific Use Permit; and

WHEREAS, the City Council finds that this use will complement or be compatible with the surrounding uses and community facilities; contribute to, enhance, or promote the welfare of the area of request and adjacent properties; not be detrimental to the public health, safety, or general welfare; and conform in all other respects to all applicable zoning regulations and standards; and

WHEREAS, the City Council finds that it is in the public interest to grant this specific use permit, subject to certain conditions;

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

SECTION 1. That, from and after the passage of this ordinance, FRHP Lincolnshire LLC (Owners), CEI Engineering Associates, Inc. (Civil Engineer), David Tipton (Representative) Gonzales & Schneeberg, Engineers & Surveyors, Inc. (Surveyor) and Nolte & Associates, P.A.

(Architect) concerning the property at 2005 South Sam Rayburn Freeway and that Section 8, Subsection (5)(a), Ordinance No. 2280 is hereby amended so as to hereafter include the following described property:

TRACT NO. 1

BEING a 7.036 acre tract of land out of the Preston Kitchen Survey, Abstract No. 667, situated in the City of Sherman, Grayson County, Texas, and being a portion of that called 26.318 acre tract of land described as Tract No. I conveyed by American National Bank of Pottsboro to William P. Lee, et ux, by deed dated February 9, 1993, recorded in Volume 2255, Page 473, Real Property Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1-inch Iron pipe found for the northwest corner of said Tract No. I and the intersection of the east right-of-way line of U.S. Highway No. 75 with the south right-of-way line of Cottage Avenue (abandoned);

THENCE North 75 degrees 43 minutes 0 seconds East, with said south right-of-way line of Cottage Avenue, a distance of 358.17 feet to a ½-inch iron rod with a cap marked “RPLS 4967” found for the northwest corner of a tract of land conveyed to Wormington RV, LLC by deed recorded in Volume 4864, Page 224, Real Property Records, Grayson County, Texas.

THENCE South 12 degrees 11 minutes 03 seconds East, parallel and 1.0-foot west of an existing chain link fence, a distance of 503.67 feet to a ½-inch iron rod with a cap marked “BUSBY-4967” found for an angle point, said point being 1.0-foot west of an existing chain link fence corner post;

THENCE South 12 degrees 28 minutes 16 seconds East, a distance of 504.41 feet to a point for corner on the east boundary line of a tract of land conveyed to Recovery, Inc. by a deed filled in for record in volume 4583, Page 646, Deed Records, Grayson County, Texas, said corner lying in the centerline of Post Oak Creek;

THENCE with the original course of said centerline of Post Oak Creek, the following metes and bounds;

North 22 degrees 52 minutes 23 seconds West, a distance of 197.84 feet to a point for corner;

North 61 degrees 38 minutes 49 seconds West, a distance of 125.61 feet to a point for corner;

South 79 degrees 46 minutes 48 seconds West, a distance of 133.58 feet to a point for corner;

South 41 degrees 26 minutes 51 seconds West, a distance of 70.93 feet to a point for corner;

South 46 degrees 57 minutes 38 seconds West, a distance of 109.65 feet to the southwest corner of said Tract No. I on said east right-of-way line of Highway No. 75;

THENCE northerly, with said right-of-way line and a curve to the left having a radius of 4024.73 feet (chord bears North 00 degrees 12 minutes 47 seconds West, 367.83 feet), an arc distance of 367.96 feet to a point for the end of said curve;

THENCE North 02 degrees 50 minutes 00 seconds West, continuing with said east right-of-way line, a distance of 149.32 feet to a point for an angle corner;

THENCE North 13 degrees 39 minutes 00 seconds West, continuing with said right-of-way line a distance of 159.90 feet to a ½-inch iron rod with a cap marked "BUSBY-4967" found for the beginning of a non-tangent curve to the left having a radius of 3994.73 feet;

THENCE northerly, continuing with said right-of-way line and curve, (chord bears North 04 degrees 01 minutes 27 seconds West, 116.04 feet) an arc distance of 166.05 feet to the **POINT OF BEGINNING, CONTAINING, 306,489 square feet or 7.036 acres of land, more or less.**

TRACT NO. 2

BEING all of Block 32 of the Replat of Blocks 4, 5, 6, 15, 16, 17, 29, 30, 31, 40 & 41 of Southside Addition.

TRACT NO. 3

SITUATED in the City Of Sherman, County Of Grayson, State of Texas, being all of Block No. Thirty-eight (38) and Block No. Thirty-nine (39) as shown on the map entitled "Replat of Block No. Four, Five, Six, Fifteen, Sixteen, Seventeen, Twenty-Nine, Thirty, Thirty-One, Forty and Forty-One of South Side Addition to the City Of Sherman, by the Sherman Manufacturing Co." as recorded in Volume 363, Page 101, Deed Records, Grayson County, Texas, and a portion of Block No. Thirty-seven (37) as shown on said map lying east of the right-of-way of U.S. Highway No. 75, together with a 16 ft. Alley as shown on said map, extending through said blocks from the east right-of-way line of U.S. Highway No. 75 in an easterly direction to the west line of Rusk Street, that portion of the street (not open) as shown on said map lying between said Block No. Thirty-seven (37) and said Block No. Thirty-eight (38) and extending from the south line of Wilson Avenue in a southerly direction to the north line of Cottage Avenue (not open), and that portion of the street (not open) as shown on said map lying between said Block No. Thirty-eight (38) and said Block No. Thirty-nine (39) and extending from the south line of Wilson Avenue in a southerly direction to the north line of Cottage Avenue (not open), and being more particularly described as follows to wit:

BEGINNING at a ½ inch iron rod marking the intersection of the south line of Wilson Avenue with the west line of Rusk Street, said rod maintaining the northeast corner of said Block No. Thirty-nine (39);

THENCE South 14 deg. 17 min. 00 sec. East with the west line of Rusk Street (not open) a distance of 300.00 ft. to a point at the intersection of the west line of said Rusk Street with the north line of Cottage Avenue said point maintaining the southeast corner of said Block No. Thirty-nine (39);

THENCE South 75 deg. 43 min. 00 sec. West, with the north line of Cottage Avenue (not open) a distance of 862.10 ft. to a point of the intersection of the south line of said Block No. Thirty-seven (37) with the east right-of-way line of U.S. Highway No. 75;

THENCE in a northerly direction with the east right-of-way line of U.S. Highway No. 75 and with a curve to the left, having a radius of 3994.72 ft., (chord bears North 07 deg. 55 min. 59 sec. West 301.85 ft.) a distance of 301.92 ft. to a point at the intersection of the east right-of-way line of said U.S. Highway No. 75 with the south line of Wilson Avenue, the north line of Block No. Thirty-seven (37);

THENCE North 75 deg. 43 min. 00 sec. East, with the south line of Wilson Avenue, a distance of 828.71 feet to the place of beginning and containing 5.809 acres of land

MORE or less of which 0.960 acres lies within the limits of previously platted streets and alleys.

EXCEPT that portion lying within the following described property:

Description of a 21,203 square foot tract of land situated in the Preston Kitchen Survey, Abstract No. 667, City of Sherman, Grayson County, Texas and being that portion of Lots 7-12, Block 39, South Side Addition, an addition to the City of Sherman, Texas according to the plat thereof recorded in Volume 363, Page 101, Deed Records, Grayson County, Texas; said 21,203 square foot tract also being a portion of Columbia Street (50 feet wide) as dedicated by said plat of South Side Addition; said 21,203 square foot tract also being a portion of those tracts of land conveyed to William P. Lee by deeds recorded in Volume 2967, Page 608 and Volume 4894, Page 665, Deed Records, Grayson County, Texas; said 21,203 acre tract being more particularly described by metes and bounds as follows;

BEGINNING, at the southeast corner of said Block 39, South Side Addition; said point also being at the intersection of the west right-of-way line of Elm Street (Rusk Street) (50 feet wide) and the north line of said abandoned Cottage Avenue;

THENCE South 14 degrees 17 minutes 00 seconds East, leaving said north line, a distance of 38.09 feet to a point at the southeast corner of said 21,203 square foot tract; said point also being on the south line of said abandoned Cottage Avenue; said point also being on the north line of a tract of land conveyed to Wormington RV, LLC., by deed recorded in Volume 4864, Page 224, Deed Records, Grayson County, Texas;

THENCE, South 75 degrees 43 minutes 00 seconds, with the common line of said Wormington tract and the south line of said abandoned Cottage Avenue, a distance of 326.48 feet to a point of the southwest corner of said 21,203 square foot tract;

THENCE, North 14 degrees 17 minutes 00 seconds West, leaving said common line, passing at a distance of 38.09 feet, the said north line of abandoned Cottage Avenue; said point also being on the south line of said Columbia Street; in all, a total distance of 64.95 feet to a point at the northwest corner of said 21,203 square foot tract; said point also being in said Columbia Street;

THENCE, North 75 degrees 43 minutes 00 seconds East, with the north line of said 21,203 square foot tract, a distance of 326.48 feet to a point at the northeast corner of said 21,203 square foot tract; said point also being in the said west right-of-way line of Elm Street; said point also being on the east line of said Block 39;

THENCE, South 14 degrees 17 minutes 00 seconds East, with the common line of said west right-of-way line of Elm Avenue and the Block 39, a distance of 26.86 feet to the **POINT OF BEGINNING; CONTAINING, 21,203 square feet or 0.487 acres of land, more or less.**

TRACT NO. 4

SITUATED in the City of Sherman, County of Grayson, State of Texas, being a part of the Preston Kitchen Survey, Abstract No. 667, being a strip of land known as Cottage Avenue (unimproved) and platted as a city street, as shown adjacent to and along the south side of Blocks 37 through 40, of the Replat of a part of the South Side Addition, to the City of Sherman, Texas, recorded in Volume 363, Page 101, Deed Records, Grayson County, Texas, and adjacent to and along the north side of the 26.318 acre tract of land described as Tract No. I in the warranty deed from American National Bank of Pottsboro, Texas, to William P. Lee and Betty Lee, dated February 9, 1993, recorded in Volume 2255, Page 473, Official Public Records, Grayson County, Texas, said strip of Cottage Avenue being more particularly described by metes and bounds as follows, to-wit:

BEGINNING at a ½ inch rebar found at the intersection of the east right-of-way line of U.S. Hwy. 75 and the south line of Cottage Avenue, at the southwest corner of the herein described tract and the northwest corner of the Lee 26.318 acres;

THENCE northerly, with the east right-of-way line of U.S. Hwy. 75, with a curve to the left having a central angel of 00 deg. 33 min. 10 sec. and a radius of 3994.72 ft. (chord bears North 05 deg. 29 min. 29 sec. West, 38.54 ft.), an arc distance of 38.54 ft. to a point in the north line of Cottage Avenue and the south line of Block 37, at the northwest corner of the herein described tract and the southwest corner of the William P. Lee and Betty Lee 5.801 acres in Vol. 2069, Pg. 371;

THENCE North 75 deg. 43 min. 00 sec. East, with the north line of Cottage Avenue, the south lines of Blocks 37 through 40 and the south line of the Lee 5.801 acres, passing the southeast corner of the Lee 5.801 acres at 862.10 ft., and continuing for a total distance of 1012.10 ft. to a point in the south line of Block 40 and the southern south line of the Michael Hastings and Judy Hastings 0.924 acres in Vol. 1727, Page 236, at the northeast corner of the herein described tract;

THENCE South 14 deg. 17 min. 00 sec. East, a distance of 38.09 ft. to a point in the south line of Cottage Avenue and the north line of the Lee 26.318 acres, at the southeast corner of the herein described tract, said rebar being South 75 deg. 43 min. 00 sec. West, 189.30 ft. from a point at the northeast corner of the Lee 26.318 acres, in the west right-of-way line of State Hwy. 75;

THENCE South 75 deg. 43 min. 00 sec. West, with the south line of Cottage Avenue and the north line of the Lee 26.318 acres, a distance of 1017.99 ft. to the **PLACE OF BEGINNING AND CONTAINING 0.888 ACRES OF LAND.**

EXCEPT that portion lying within the following described property:

BEING a 21,203 square foot tract of land situated in the Preston Kitchen Survey, Abstract No. 667, City of Sherman, Grayson County, Texas and being that portion of Lots 7-12, Block 39, South Side Addition, an addition to the City of Sherman, Texas according to the plat thereof recorded in Volume 363, Page 101, Deed Records, Grayson County, Texas; said 21,203 square foot tract also being a portion of Columbia Street (50 feet wide) as dedicated by said plat of South Side Addition; said 21,203 square foot tract also being a portion of Cottage Avenue partially abandoned by Ordinance No. 4880; said 21,203 square foot tract also being a portion of those tracts of land conveyed to William P. Lee by deeds recorded in Volume 2967, Page 608 and Volume 5894, Page 665, Deed Records, Grayson County, Texas; said 21,203 acre tract being more particularly described by metes and bounds as follows:

BEGINNING, at the southeast corner of said Block 39, South Side Addition; said point also being at the intersection of the west right-of-way line of Elm Street (Rusk Street) (50 feet wide) and the north line of said abandoned Cottage Avenue;

THENCE, North 14 degrees 17 minutes 00 seconds West, leaving said common line, passing at a distance of 38.09 feet, the said north line of abandoned Cottage Avenue; said point also being on the south line of said Columbia Street; in all, a total distance of 64.95 feet to a point at the northwest corner of said 21,203 square foot tract; said point also being in said Columbia Street;

THENCE, North 75 degrees 43 minutes 00 seconds East, with the north line of said 21,203 square foot tract, a distance of 326.48 feet to a point at the northeast corner of said 21,203 square foot tract; said point also being in the said west right-of-way line of Elm Street; said point also being on the east line of said Block 39;

THENCE, South 14 degrees 17 minutes 00 seconds East, with the common line of said west right-of-way line of Elm Street and the Block 39, a distance of 26.86 feet to the **POINT OF BEGINNING; CONTAINING, 21,203 square feet or 0.487 acres of land, more or less.**

SECTION 2. That this specific use permit is granted on the following conditions:

Zoning:

1. All aspects of the C-1 (Retail Business) District, O-1.2 (Sam Rayburn Overlay) District, the M-1 (Light Manufacturing) District, the sign ordinance, the fence ordinance and the Commercial Tree and Landscaping Ordinance must be followed.
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal (903.892.7267).
3. All parking shall be on private property and shall not encroach into U.S. Highway 75 access road or Wilson Avenue right-of-way.
4. The main building and accessory building shall be separated by a distance of not less than 6 feet.
5. Parking is permitted on paved surfaces only (concrete or asphalt); a parking space is considered to be 9'x20.

6. No outside parking or storage of dismantled, junk or inoperable vehicles, wrecks tires or parts is allowed.
7. A minimum 6' screening shall be provided and maintained abutting any residentially zoned property.
8. Every site adjacent to the highway right-of-way shall include a buffer strip, landscaped and irrigated, being ten (10) feet in depth adjacent to the highway right of way.
9. One freestanding sign is allowed per development lot unless an exception is granted.
10. Platting of the property is required.
11. Review the zoning and development ordinance for additional requirements.
12. Site plan approval is valid for a period of one year, if progress has not been made within that time period; resubmission to the Planning & Zoning Commission is required.

Engineering:

13. Platting of the property is required.
14. All requirements of the Floodplain Ordinance should be followed. Coordinate with Engineering Department.
15. Previously abandoned/closed public rights-of-way should be shown and treated/maintained as private property.
16. Verify fire lane requirements with Fire Marshall.
17. Verify parking space requirements with Building & Zoning Department.
18. The location of trash receptors must be approved by the Public Works Department.
19. Parking will be permitted on private property only.
20. Parking will be permitted on improved surfaces only.
21. Internal water and sewer lines will be privately owned and maintained.

Planning & Zoning Commission:

22. Provide and 8' wood privacy fence on the east side adjacent to the residential properties.
23. Review the Specific Use Permit in one (1) year from the date of the Certificate of Occupancy Permit is issued.

SECTION 3. That this ordinance shall not become effective until entered upon the official zoning map as provided in Section 8, Subsection (5)(a), Ordinance No. 2280.

SECTION 4. That a person who violates a provision of this ordinance, upon conviction, is punishable by a fine not to exceed \$2,000.00.

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 meetings at which this ordinance was introduced and passed were open to the public and that public notice of the time, place and purpose of said meetings were given all as required by law.

INTRODUCED on this the _____ day of _____, 2018.

ADOPTED on this the _____ day of _____, 2018.

EFFECTIVE DATE on this the _____ day of _____, 2018.

CITY OF SHERMAN, TEXAS

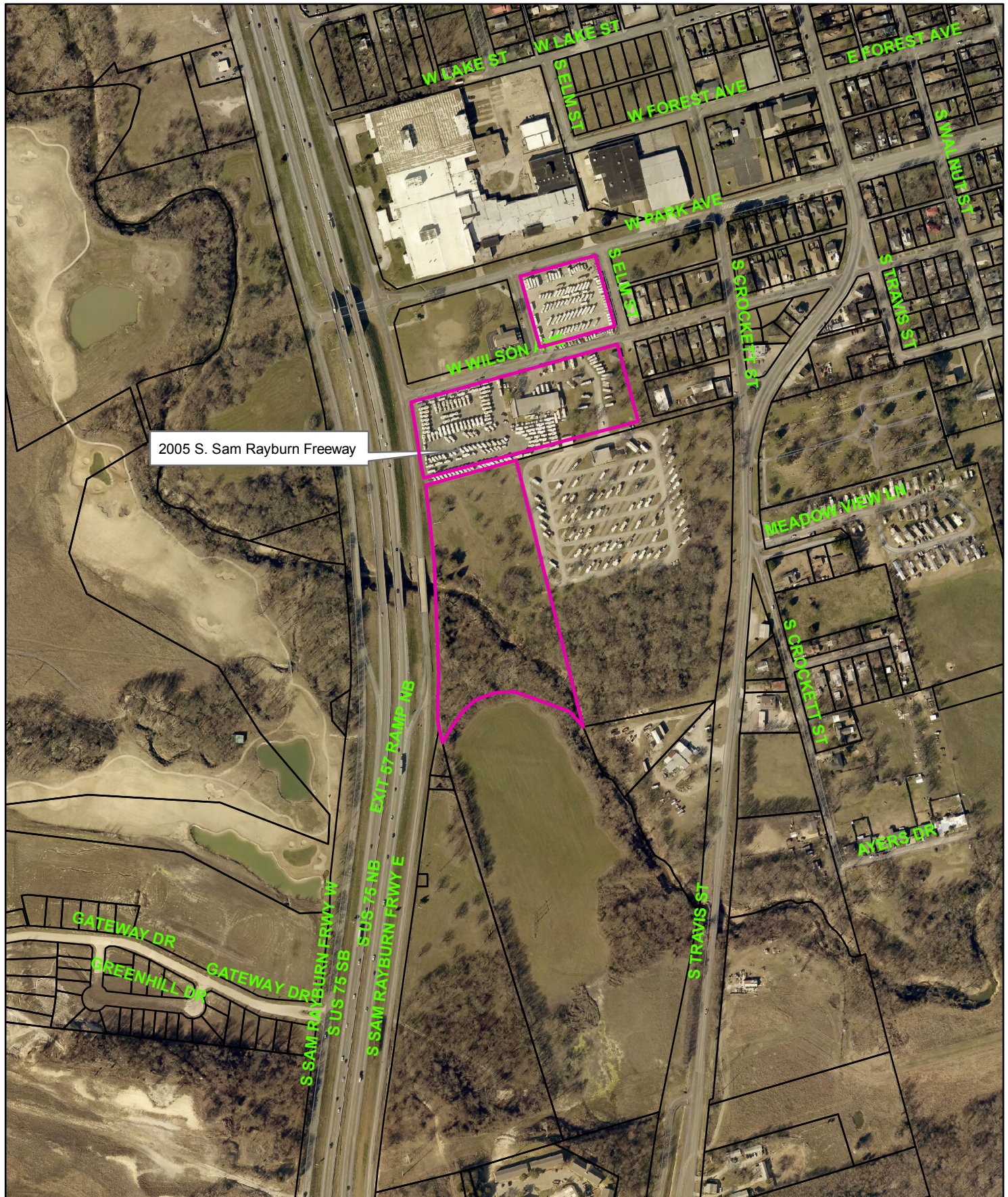
BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

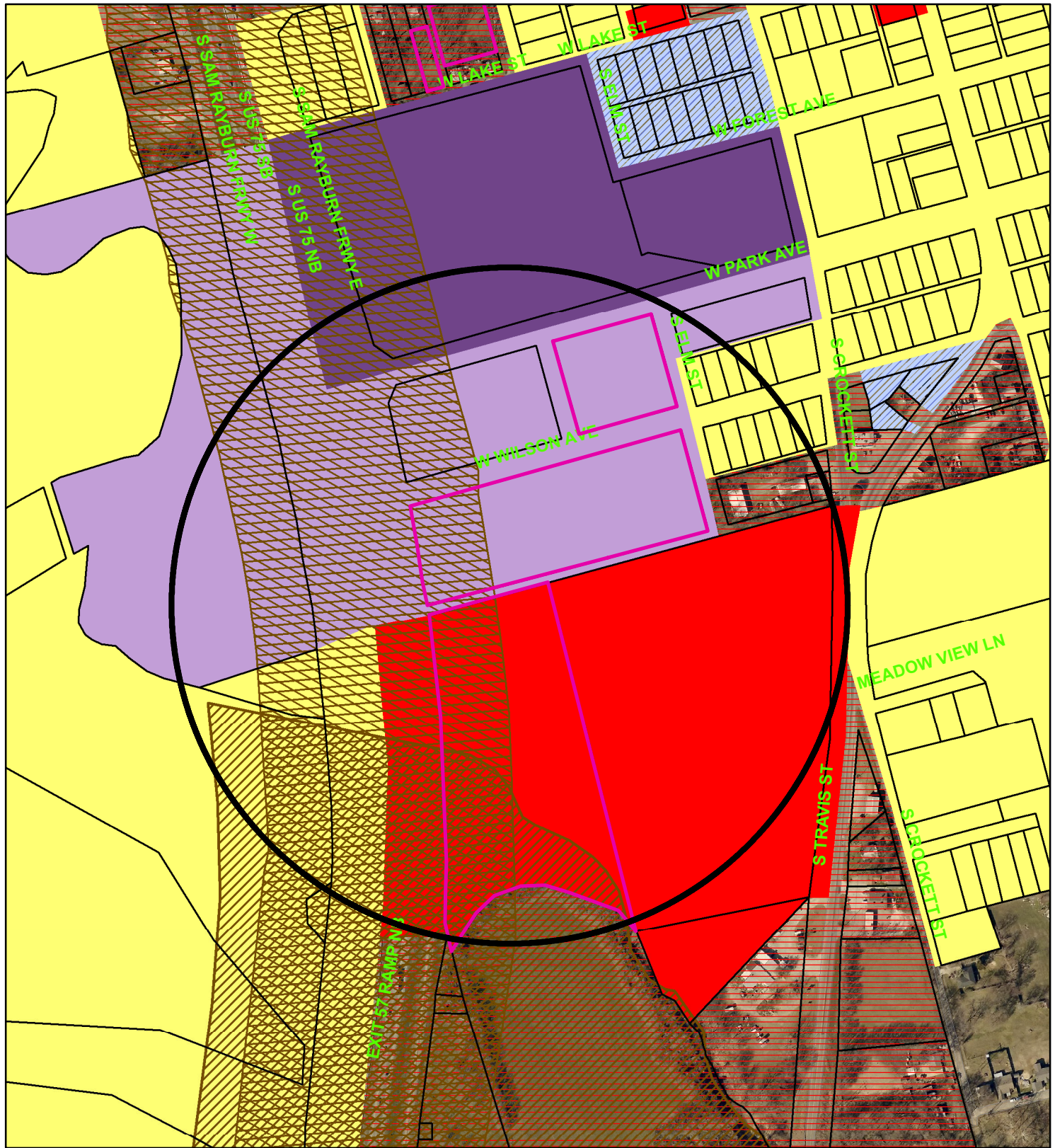
BY: _____
**BRANDON S. SHELBY,
CITY ATTORNEY**



2005 S. Sam Rayburn Freeway



1 in = 500 ft



Zoning - 2005 South Sam Rayburn Freeway

Legend

Parcels_Buffer262 Special Districts Overlay DISTRICT_NAME - Arts and Cultural District - Blalock Commercial Overlay District - Central Business District - College Park District - Downtown Overlay District - Historic Preservation District Transportation Corridor	Representation: ShermGIS.DBO.TransportationCorridor_Rep - FM 1417 - Sam Rayburn Freeway - US Hwy 82 and 75 - SH 289 - FM 691 Zoning Districts Representation: ShermGIS.DBO.ZoningDistrict_Rep - Unknown - BIP Blalock Industrial Park - C-1 Retail Business District	- C-2 General Commercial District - CO Office District - Lakes - M-1 Light Manufacturing District - M-1.5 Medium Manufacturing District - M-2 Heavy Manufacturing District - MH Manufacturing Housing District - R-1 One Family Residential District - R-2 Multi-Family Residential District - R-A Single Family Agricultural District - SF-1 Single Family Residential District
---	--	--



NOT TO SCALE

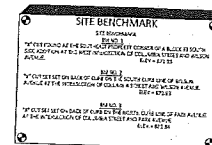
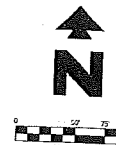
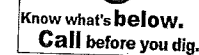
1 in = 400 ft

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Developmental Services Department

2005 South Sam Rayburn Freeway





EXISTING		LEGEND	
E	EAST OR ELECTRIC	—	OVERHEAD TELEPHONE
NH	NORTH	CHV	OVERHEAD TV
CH	CHANGED	—	STREET LIGHT
J	JUNCTION BOX	—	STREET LIGHT
T	TELEPHONE	—	UNDERGROUND TELEPHONE
U	UNDERGROUND	—	UNDERGROUND ELECTRIC
W	WEST OR WATER	—	UNDERGROUND TELEPHONE
—	PROPOSED LINE	—	UNDERGROUND TV
—	ROOT OF WATER LINE	—	UNDERGROUND TV
—	STORM DRAIN	—	WATER
—	Gas	—	WATER
—	CHANGED LINE	—	WATER
—	OVERHEAD ELECTRIC AND TELEPHONE	—	WATER

PROPERTY LINE/RIGHT OF WAY LINE
CONCRETE CURB AND GUTTER, SEE
DETAIL 91A
BUILDING CONTROL POINT
CAMPER PARKING SHOWS FOR VEHICLE HANDICAP CASE

- A. ALL DRAWINGS SHOWN ARE TO THE FACE UNLESS OTHERWISE NOTED.
- B. ALL CURB RETURN RACKS SHALL BE 8' OR 10', AS SHOWN TYPICAL ON THIS PLAN, UNLESS OTHERWISE NOTED.
- C. UNLESS OTHERWISE SHOWN, GRADING CUTS OR SPECIFIED SECTION OR WITHIN THE SPECIFICATIONS. RACK SHALL BE INSTALLED IN PAVEMENT WITHIN 6" OF THE END OF PAVING LOT AREA AND ALL EXPOSED. ALL PAVING LOT STRIPS INCLUDING ACCESSIBLE AND 15' OR ACCESSIBLE 5' STRIPS SHALL BE PAVED WITH ASPHALT.
- D. ALL PAVEMENT LOT RISE DISPOSERS SHALL BE INSTALLED PER DETAIL 052.
- E. ALL ACCESSIBLE PARKING STRIPS SHALL HAVE DISPOSED INSTALLED PER DETAIL 052.

QZE TYPED DURING THE ENCLOSURE (PER ASH. PLANS).
 120 4 INCH WIDE FAINTED YELLOW STRIPES, 2.6 FOOT O.C. @ 45 DEGREES (SEE SIZE INDICATED AT SYMBOL).
 21A 1/8" X 1/2" TO MATCH EXISTING CURB.
 20A 6' X 12' ELECTRIC GATE

02A PRECAST CONCRETE WHEEL STOP
03C WHEEL RAMP IN SIDEWALK (TYPICAL AT EACH DRIVEWAY CURB RETURN)
05A GUARD POST (SINGLE)
07A CHAIN LINK FENCE WITH BLACK VINYL
09P PARKING, ACCESSIBLE PARKING AND "VAN" ACCESSIBLE PARKING SPACE STEERING
06E ACCESSIBLE / VAN ACCESSIBLE PARKING SIGN
70B 6" TALL HEAVY DUTY CHAIN LINK FENCE WITH BLACK VINYL

PARKING RATIO	
	PROVIDED
STANDARD PARKING	22
ACCESSIBLE PARKING	2
INVENTORY STORAGE	195
TOTAL	219

ASST.	1/14/78	JJD	DAIT	BVN
CELL PROJECT NO.	INITIAL DATE	DFOR	PRM	DET

GEI Engineering Associates,
 INCORPORATED
 ENGINEERS PLANNERS ARCHITECTS • ENVIRONMENTALISTS

3030 Elmway, Suite 200
 Dallas, TX 75234

(214) 342-0772 FAX (214) 342-0773

CAMPING WORLD
 2005 S SAN PAVLUTIN HWY
 SHERMAN TEXAS

SITE PLAN

REV DATE
 5/14/78
 REV 1

F-7524

REV-0

Architectural elevation drawing of a building facade. The drawing includes the following annotations and dimensions:

- Vertical Dimensions (Left Side):**
 - 2'-0" TOP OF FINISH
 - 2'-0" ROOF BEARING
 - 5'-0" CANOPY BEARING
 - 2'-0" BOTTOM OF FACIA
 - 6'-0" TOP OF FINISH
- Horizontal Dimensions (Bottom):**
 - 12'-0"
 - 19'-0"
 - 19'-0"
 - 19'-0"
 - 12'-0"
 - 12'-0"
 - 10'-0"
 - 12'-0"
 - 2'-7"
 - 22'-5"
- Annotations:**
 - 8" VAIL NUMBERS ABOVE OVERHEAD DOORS
 - ULTRA DECK ROOF, COLOR: GAL VALUITE PLUS
 - VAL PACK PER ELEC
 - GUTTERS AND DOWNSPOUTS, COLOR: LIGHT STONE
 - VENTS PER BLDG MFR
 - EXISTING SERVICE BUILDING TO REMAIN
 - AVP METAL VAIL PANEL SYSTEM, COLOR: LIGHT STONE
 - OVERHEAD DOOR FRAME, COLOR: BURNISHED SLATE
 - OVERHEAD DOOR, COLOR: WHITE
 - DOOR FRAME, COLOR: BURNISHED SLATE
 - DOOR, COLOR: WHITE
- Numbered Callouts (1-6):**
 - 1: VENTS PER BLDG MFR
 - 2: GUTTERS AND DOWNSPOUTS, COLOR: LIGHT STONE
 - 3: VAL PACK PER ELEC
 - 4: ULTRA DECK ROOF, COLOR: GAL VALUITE PLUS
 - 5: 8" VAIL NUMBERS ABOVE OVERHEAD DOORS
 - 6: OVERHEAD DOOR FRAME, COLOR: BURNISHED SLATE

NOLTE & ASSOCIATES, P.A.
ARCHITECTS / PLANNERS

9400 REEDS ROAD, SUITE 200
OAKLAND PARK, KANSAS 66207
(913) 322-2444
FAX (913) 322-6277



NEW PROJECT FOR:
**CAMPING WORLD
RV SERVICE**
2005 S SAM RAYBURN FREEWAY
SHERMAN, TEXAS 75000

the project is available, proprietary and control easily by name & location. P.A. By providing these documents, Hake & Associates, P.A. anticipates that interested parties to the Fund insurance contracts will be able to

DATE PRINTED:
Sep 12, 2018

DATE: 00.00.00

8504

ARCHITECTURAL PROJECT NUMBER
17069

EXTERIOR
ELEVATIONS

SHEET NUMBER

A200

[illegible]

2 EAST ELEVATION
SCALE: 1/8" = 1'-0"

Architectural elevation drawing of a building facade. The drawing shows a structure with a gabled roof and vertical siding. Key features include a 'WALL PACK PERFORATED' section, 'ULTRA PACK ROOF, COLOR: GALVALUME PLUS', 'AVP METAL WALL PANEL SYSTEM COLOR: LIGHT STONE', 'DOOR FRAME COLOR: BURNED RED SLATE', and 'DOOR COLOR: WHITE'. Dimensions are provided for various sections: 29'-4", 8'-8", 3'-2", 15'-1", 29'-0", 100'-0", 22'-2", and 23'-0". Vertical dimensions include 2'-0", 1'-0", 3'-0", and 2'-0". The drawing is divided into sections labeled F, E, D, C, B, and A from left to right.

1 WEST ELEVATION
SCALE: 1/8" = 1'-0"



NOLTE & ASSOCIATES, P.A.
ARCHITECTS / PLANNERS

9400 REEDS ROAD, SUITE 200
 OVERLAND PARK, KANSAS 66207
 (913) 322-2444
 FAX: (913) 322-0277

Copyright © 2018

NEW PROJECT FOR:
**CAMPING WORLD
RV SERVICE**
2006 S. SAM RAYBURN FREEWAY
SHERMAN, TEXAS 75050

[illegible]

DATE PRINTED:
Sep 12, 2018

00.00.00

1. **Introduction**
 2. **Background**
 3. **Methodology**
 4. **Results**
 5. **Conclusion**
 6. **References**
 7. **Appendix**
 8. **Index**
 9. **Table of Contents**
 10. **Figure 1**
 11. **Figure 2**
 12. **Figure 3**
 13. **Figure 4**
 14. **Figure 5**
 15. **Figure 6**
 16. **Figure 7**
 17. **Figure 8**
 18. **Figure 9**
 19. **Figure 10**
 20. **Figure 11**
 21. **Figure 12**
 22. **Figure 13**
 23. **Figure 14**
 24. **Figure 15**
 25. **Figure 16**
 26. **Figure 17**
 27. **Figure 18**
 28. **Figure 19**
 29. **Figure 20**
 30. **Figure 21**
 31. **Figure 22**
 32. **Figure 23**
 33. **Figure 24**
 34. **Figure 25**
 35. **Figure 26**
 36. **Figure 27**
 37. **Figure 28**
 38. **Figure 29**
 39. **Figure 30**
 40. **Figure 31**
 41. **Figure 32**
 42. **Figure 33**
 43. **Figure 34**
 44. **Figure 35**
 45. **Figure 36**
 46. **Figure 37**
 47. **Figure 38**
 48. **Figure 39**
 49. **Figure 40**
 50. **Figure 41**
 51. **Figure 42**
 52. **Figure 43**
 53. **Figure 44**
 54. **Figure 45**
 55. **Figure 46**
 56. **Figure 47**
 57. **Figure 48**
 58. **Figure 49**
 59. **Figure 50**
 60. **Figure 51**
 61. **Figure 52**
 62. **Figure 53**
 63. **Figure 54**
 64. **Figure 55**
 65. **Figure 56**
 66. **Figure 57**
 67. **Figure 58**
 68. **Figure 59**
 69. **Figure 60**
 70. **Figure 61**
 71. **Figure 62**
 72. **Figure 63**
 73. **Figure 64**
 74. **Figure 65**
 75. **Figure 66**
 76. **Figure 67**
 77. **Figure 68**
 78. **Figure 69**
 79. **Figure 70**
 80. **Figure 71**
 81. **Figure 72**
 82. **Figure 73**
 83. **Figure 74**
 84. **Figure 75**
 85. **Figure 76**
 86. **Figure 77**
 87. **Figure 78**
 88. **Figure 79**
 89. **Figure 80**
 90. **Figure 81**
 91. **Figure 82**
 92. **Figure 83**
 93. **Figure 84**
 94. **Figure 85**
 95. **Figure 86**
 96. **Figure 87**
 97. **Figure 88**
 98. **Figure 89**
 99. **Figure 90**
 100. **Figure 91**
 101. **Figure 92**
 102. **Figure 93**
 103. **Figure 94**
 104. **Figure 95**
 105. **Figure 96**
 106. **Figure 97**
 107. **Figure 98**
 108. **Figure 99**
 109. **Figure 100**
 110. **Figure 101**
 111. **Figure 102**
 112. **Figure 103**
 113. **Figure 104**
 114. **Figure 105**
 115. **Figure 106**
 116. **Figure 107**
 117. **Figure 108**
 118. **Figure 109**
 119. **Figure 110**
 120. **Figure 111**
 121. **Figure 112**
 122. **Figure 113**
 123. **Figure 114**
 124. **Figure 115**
 125. **Figure 116**
 126. **Figure 117**
 127. **Figure 118**
 128. **Figure 119**
 129. **Figure 120**
 130. **Figure 121**
 131. **Figure 122**
 132. **Figure 123**
 133. **Figure 124**
 134. **Figure 125**
 135. **Figure 126**
 136. **Figure 127**
 137. **Figure 128**
 138. **Figure 129**
 139. **Figure 130**
 140. **Figure 131**
 141. **Figure 132**
 142. **Figure 133**
 143. **Figure 134**
 144. **Figure 135**
 145. **Figure 136**
 146. **Figure 137**
 147. **Figure 138**
 148. **Figure 139**
 149. **Figure 140**
 150. **Figure 141**
 151. **Figure 142**
 152. **Figure 143**
 153. **Figure 144**
 154. **Figure 145**
 155. **Figure 146**
 156. **Figure 147**
 157. **Figure 148**
 158. **Figure 149**
 159. **Figure 150**
 160. **Figure 151**
 161. **Figure 152**
 162. **Figure 153**
 163. **Figure 154**
 164. **Figure 155**
 165. **Figure 156**
 166. **Figure 157**
 167. **Figure 158**
 168. **Figure 159**
 169. **Figure 160**
 170. **Figure 161**
 171. **Figure 162**
 172. **Figure 163**
 173. **Figure 164**
 174. **Figure 165**
 175. **Figure 166**
 176. **Figure 167**
 177. **Figure 168**
 178. **Figure 169**
 179. **Figure 170**
 180. **Figure 171**
 181. **Figure 172**
 182. **Figure 173**
 183. **Figure 174**
 184. **Figure 175**
 185. **Figure 176**
 186. **Figure 177**
 187. **Figure 178**
 188. **Figure 179**
 189. **Figure 180**
 190. **Figure 181**
 191. **Figure 182**
 192. **Figure 183**
 193. **Figure 184**
 194. **Figure 185**
 195. **Figure 186**
 196. **Figure 187**
 197. **Figure 188**
 198. **Figure 189**
 199. **Figure 190**
 200. **Figure 191**
 201. **Figure 192**
 202. **Figure 193**
 203. **Figure 194**
 204. **Figure 195**
 205. **Figure 196**
 206. **Figure 197**
 207. **Figure 198**
 208. **Figure 199**
 209. **Figure 200**
 210. **Figure 201**
 211. **Figure 202**
 212. **Figure 203**
 213. **Figure 204**
 214. **Figure 205**
 215. **Figure 206**
 216. **Figure 207**
 217. **Figure 208**

ARCHITECTURAL PROJECT NUMBER
17069

EXTERIOR
ELEVATIONS

DEET MARK

A201

2 EAST ELEVATION

Architectural elevation drawing of the exterior of a building. The drawing shows a long, low structure with a gabled roof. On the left, there is a covered walkway supported by columns. The main wall is labeled "WALL PAINT: PEP ELEC". The roofline is labeled "ULTRA DECK ROOF COLORED TO MATCH BLISS PAINT". A door is labeled "DOOR FRAME: COLOR MATCHED BLISS DOOR COLOR: WHITE". The drawing includes dimensions: 11' for the roof slope, 12' for the roof width, and 110' for the overall length. The drawing is dated 10/10/00 and is labeled "ELEVATION".

1 WEST ELEVATION
SCALE: 1/4" = 1'-0"



NEW PROJECT FOR:
**CAMPING WORLD
RV SERVICE**
2005 S SAM RAYBURN FREEWAY
SHERMAN TEXAS 79362

© 2006 The Authors
Journal compilation © 2006 Blackwell Publishing Ltd

Sep 12, 2016

00 00 00



ARCHITECTURAL, INTERIOR FINISHES
17069

PERSPECTIVE
EXTERIOR
ELEVATIONS

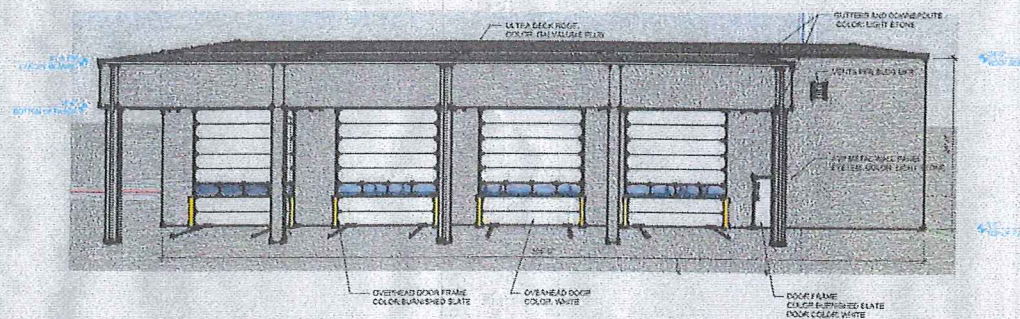
SHEET NO. 2 OF 2

A210

ELEVATION DRAWING OF A BUILDING FACADE WITH THE FOLLOWING LABELS:

- ULTRA ELEG REOP COLOR CRACKLE GLOSS PLUT
- VENTILATED SLU OFF
- GULL FACK PEST BLS GO
- OUTSIDE AIR EXCHANGE POINT COLOR LIGHT STEEL
- AUX METAL WALL PANEL EXTENDED COLOR LIGHT STEEL
- DOOR FRAME COLOR ENAMELLED SLATE DOORS COLOR WHITE
- OVERHEAD DOOR COLOR YASTE
- OVERHEAD DOOR FRAME COLOR BURNISHED SLATE

2 SOUTH ELEVATION
SCALE: 1/8" = 1'-0"



1 NORTH ELEVATION
SCALE 1/4" = 1'-0"



NOLTE & ASSOCIATES, P.A.
ARCHITECTS / PLANNERS
 9400 BRIDGE ROAD, SUITE 200
 DOWNTOWN PARK, KENNESAW, GA
 30144-3224
 FAX (404) 422-4517

NEW PROJECT FOR:
**CAMPING WORLD
RV SERVICE**
2005 S. SAM RAYBURN FREEWAY
SHERMAN, TEXAS 75000

Sep 12, 2018

00:50:00

ARCHITECTURAL PROJECT NUMBER
17069

PERSPECTIVE
EXTERIOR
ELEVATIONS

OUTLINE

A211

STAFF REVIEW LETTER

October 9, 2018

FRHP Lincolnshire, LLC
250 Parkway Dr., Ste. 270
Lincolnshire, IL 60069

Nolte & Associates, P.A
9400 Reeds Road, Suite 200
Overland Park, KS 66207

CEI Engineering Associates, Inc.
David Tipton
3030 LBJ Freeway #100
Dallas, TX 75234

Dear Applicants,

The request for a Specific Use Permit to allow parking lot extension for additional RV storage and an RV Maintenance Facility for Camping World for the property located at 2005 South Sam Rayburn Freeway has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, October 16, 2018 at 5:00 P.M., in the City Council Chambers, City Hall at 220 W. Mulberry.

City staff has reviewed your request with regards to engineering and development guidelines and finds the following items need to be addressed:

Zoning:

1. All aspects of the C-1 (Retail Business) District, O-1.2 (Sam Rayburn Overlay) District, the M-1 (Light Manufacturing) District, the sign ordinance, the fence ordinance and the Commercial Tree and Landscaping Ordinance must be followed.
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal (903.892.7267).
3. All parking shall be on private property and shall not encroach into U.S. Highway 75 access road or Wilson Avenue right-of-way.
4. The main building and accessory building shall be separated by a distance of not less than 6 feet.
5. Parking is permitted on paved surfaces only (concrete or asphalt); a parking space is considered to be 9'x20.
6. No outside parking or storage of dismantled, junk or inoperable vehicles, wrecks tires or parts is allowed.
7. A minimum 6' screening shall be provided and maintained abutting any residentially zoned property.
8. Every site adjacent to the highway right-of-way shall include a buffer strip, landscaped and irrigated, being ten (10) feet in depth adjacent to the highway right of way.
9. One freestanding sign is allowed per development lot unless an exception is granted.
10. Platting of the property is required.
11. Review the zoning and development ordinance for additional requirements.
12. Site plan approval is valid for a period of one year, if progress has not been made within that time period; resubmission to the Planning & Zoning Commission is required.

Engineering:

13. Platting of the property is required.

14. All requirements of the Floodplain Ordinance should be followed. Coordinate with Engineering Department.
15. Previously abandoned/closed public rights-of-way should be shown and treated/maintained as private property.
16. Verify fire lane requirements with Fire Marshall.
17. Verify parking space requirements with Building & Zoning Department.
18. The location of trash receptors must be approved by the Public Works Department.
19. Parking will be permitted on private property only.
20. Parking will be permitted on improved surfaces only.
21. Internal water and sewer lines will be privately owned and maintained.

Any other changes made to the site plan prior to the final fulfillment of the conditions of the staff review, must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

You are hereby notified to be present, either in person or by your authorized representative to present your request on the date and time stated above.

If additional information or clarification is needed, do not hesitate to contact Scott Shadden at 903-892-7229 prior to the meeting.

Respectfully,



Scott Shadden
Secretary, Planning and Zoning Board and Board of Adjustment

CC: Robby Hefton, City Manager
Mark Gibson, Director of Utilities
Clint Philpott, P.E., Director of Engineering
Amber Doan, Engineering Coordinator

Danny Fuller, Fire Marshal
Brandon Shelby, City Attorney
Steve Ayers, Asst. City Manager



**Planning & Zoning Commission and Board of
Adjustments**

Agenda Item No. 15.

Meeting Date: 10/16/2018

Prepared by: Patsy Reeves, Developmental Services Admin Secretary
Scott Shadden, Director of Development Services

Clay Mahone, Chairman

Eric Elliott, Vice Chairman

Shawn Davis, Commissioner

Jeff Adams, Commissioner

David Downtain, Commissioner

Trish Wood, Commissioner

Leigh Ann Sims, Commissioner

Requested Action/Proposed Use:

2005 S. SAM RAYBURN FREEWAY

The request of FRHP Lincolnshire LLC (Owners), CEI Engineering Associates, Inc. (Civil Engineer), David Tipton (Representative) Gonzales & Schneeberg, Engineers & Surveyors, Inc. (Surveyor) and Nolte & Associates, P.A. (Architect) concerning the property at 2005 South Sam Rayburn Freeway, being **Tract 1:** 7.036 acres in the Preston Kitchen Survey, Abstract No. 667; **Tract 2:** being all of Block 32 of the Replat of Blocks 4, 5, 6, 15, 16, 17, 29, 30, 31, 40 & 41 of Southside Addition; **Tract 3:** All of Blocks 38 & 39 of the Replat of Blocks 4, 5, 6, 15, 16, 17, 29, 30, 31, 40 & 41 of Southside Addition containing 0.487 acres; and **Tract 4:** 0.888 acres in the Preston Kitchen Survey, Abstract No. 667, being a strip of land known as Cottage Avenue (unimproved) and platted as a City Street, as follows:

Planning and Zoning Commission

- Specific Use Permit and site plan approval under Ordinance No. 2280, Section 8, Subsection (5)(a) to allow parking lot extension for additional RV storage in a C-1 (Retail Business) District/O-1.2 (Sam Rayburn Overlay) District.
- Site plan approval for an RV Maintenance Facility for Camping World.

Background:

The property is located at 2005 South Sam Rayburn Freeway between Wilson Avenue and FM 1417; Camping World is the tenant. The property is zoned a C-1 (Retail Business) District and M-1 (Light Manufacturing) District and also located in the O-1.2 (Sam Rayburn) Overlay District.

The owners would like to extend their RV parking lot to the south and east of their existing lot; total parking will be 219 spaces. They would also like to construct a 10,600 square foot metal maintenance building behind their existing building.

Adjacent Zoning:

R-1 (One Family Residential) District
C-1 (Retail Business) District
C-2 (General Commercial) District

Origination:

FRHP Lincolnshire LLC (Owners)
CEI Engineering Associates, Inc. (Civil Engineer)
David Tipton (Representative)
Gonzales & Schneeberg, Engineers & Surveyors, Inc. (Surveyor)
Nolte & Associates, P.A. (Architect)

Master Plan Designation:

Auto Urban Commercial – Require more land for parking than building floor area. Automobiles and parking are the most prominent features. Parking lots reduce building density and prevent any possibility of creating an enclosed space.

Number of notices mailed:

13

Objections Received:

0

Attachments

Location Map
Zoning Map
Zoning Sign Photo
Site Plan
Elevations
Landscape Plan
Staff Review Letter



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

C.7.

Meeting Date: 11/05/2018

Prepared By: Scott Shadden, Director of Developmental Services

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6165

Amending Section 8, Subsection (5)(A), Ordinance No. 2280, so as to Grant a Specific Use Permit to Allow Living Quarters in a Mini-Storage Facility in a C-1 (Retail Business) District at 4615 North Travis Street, being Lot 1, Block 6 and Lot 1, Block 7 of the Replat of Blocks 1-9, North Creek Section 1 (Young Enterprises, LP, Owners; Todd Young, Representative; and David Baca Studio, LLC, Architect); Providing that this Specific Use Permit shall be Granted Subject to Certain Conditions; Providing a Penalty not to Exceed \$2,000.00

Issue:

To consider the request of Young Enterprises, LP (Owners), Todd Young (Representative), and David Baca Studio, LLC (Architect) concerning the property at 4615 North Travis Street, being Lot 1, Block 6 and Lot 1, Block 7 of the Replat of Blocks 1-9, North Creek Section 1, for a Specific Use Permit to allow living quarters in a mini-storage facility in a C-1 (Retail Business) District

Background:

The property is located at 4615 North Travis Street, the southeast corner of Travis and Northcreek Drive, and is zoned a C-1 (Retail Business) District. The property was approved for a Specific Use Permit to allow a mini-warehouse self-storage facility in a C-1 (Retail Business) District on September 6, 2016. The owners are requesting a Specific Use Permit to allow a manager's living quarters inside the storage facility. The living quarters will be approximately 1,000 square feet in the upper portion of the building that faces the corner of Northcreek Drive and Travis Street. They will have a parking garage for their vehicle in the back attached to the apartment on the ground level.

Origination:

Young Enterprises, LP (Owners)
Todd Young (Representative)
David Baca Studio, LLC (Architect)

Financial Consideration:

None

Staff Recommendation:

At the October 16, 2018 regular meeting, the Planning and Zoning Board voted 7/0 to recommend to the City Council that the Specific Use Permit be approved subject to the Staff Review Letter.

Alternatives:

The City Council could deny the request.

Attachments

Ordinance No. 6165

Location Map

Zoning Map

Zoning Sign Photo

Site Plan

Elevations

Staff Review Letter

P&Z Communication

ORDINANCE NO. 6165

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 LIVING QUARTERS IN A MINI-STORAGE FACILITY IN A C-1 (RETAIL BUSINESS) DISTRICT AT 4615 NORTH TRAVIS STREET, BEING LOT 1, BLOCK 6 AND LOT 1, BLOCK 7 OF THE REPLAT OF BLOCKS 1-9, NORTH CREEK SECTION 1 (YOUNG ENTERPRISES, LP, OWNERS; TODD YOUNG, REPRESENTATIVE; AND DAVID BACA STUDIO, LLC, ARCHITECT); 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; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City Planning and Zoning Commission and the City Council, in accordance with the state law and the ordinances of the City of Sherman, have given the required notices and have held the required public hearings regarding this Specific Use Permit; and

WHEREAS, the City Council finds that this use will complement or be compatible with the surrounding uses and community facilities; contribute to, enhance, or promote the welfare of the area of request and adjacent properties; not be detrimental to the public health, safety, or general welfare; and conform in all other respects to all applicable zoning regulations and standards; and

WHEREAS, the City Council finds that it is in the public interest to grant this specific use permit, subject to certain conditions;

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

SECTION 1. That, from and after the passage of this ordinance, Young Enterprises, LP (Owners), Todd Young (Representative) and David Baca Studio, LLC (Architect) concerning the property at 4615 North Travis Street and that Section 8, Subsection (5)(a), Ordinance No. 2280 is hereby amended so as to hereafter include the following described property:

BEING Lot 1, Block 6 and Lot 1, Block 7, of the Replat of Blocks 1-9, North Creek Section 1

SECTION 2. That this specific use permit is granted on the following conditions:

Zoning:

1. All aspects of the C-1 (Retail Business) District, the sign ordinance, the fence ordinance and the Commercial Tree and Landscaping Ordinance must be followed.

2. Fire access, lanes and codes shall be coordinated with the Fire Marshal (903.892.7267).
3. All parking shall be on private property and shall not encroach into Travis Street or Northcreek Drive.
4. Parking is permitted on paved surfaces only (concrete or asphalt); a parking space is considered to be 9'x20.
5. Shall comply with all EPA, City, Federal and State regulations for this use.
6. Review the zoning and development ordinance for additional requirements.
7. Site plan approval is valid for a period of one year, if progress has not been made within that time period; resubmission to the Planning & Zoning Commission is required.

SECTION 3. That this ordinance shall not become effective until entered upon the official zoning map as provided in Section 8, Subsection (5)(a), Ordinance No. 2280.

SECTION 4. That a person who violates a provision of this ordinance, upon conviction, is punishable by a fine not to exceed \$2,000.00.

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 meetings at which this ordinance was introduced and passed were open to the public and that public notice of the time, place and purpose of said meetings were given all as required by law.

INTRODUCED on this the _____ day of _____, 2018.

ADOPTED on this the _____ day of _____, 2018.

EFFECTIVE DATE on this the _____ day of _____, 2018.

CITY OF SHERMAN, TEXAS

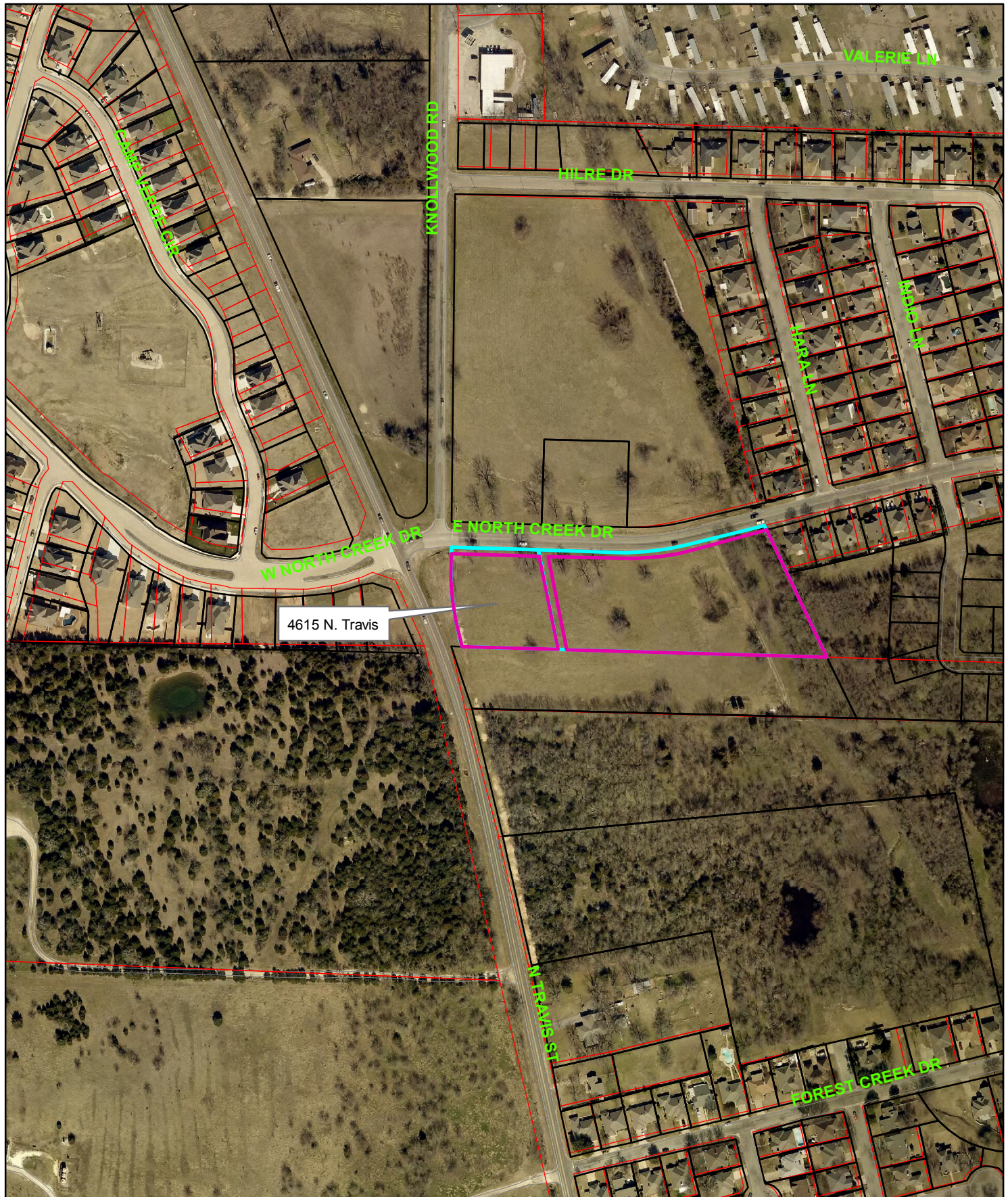
ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

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



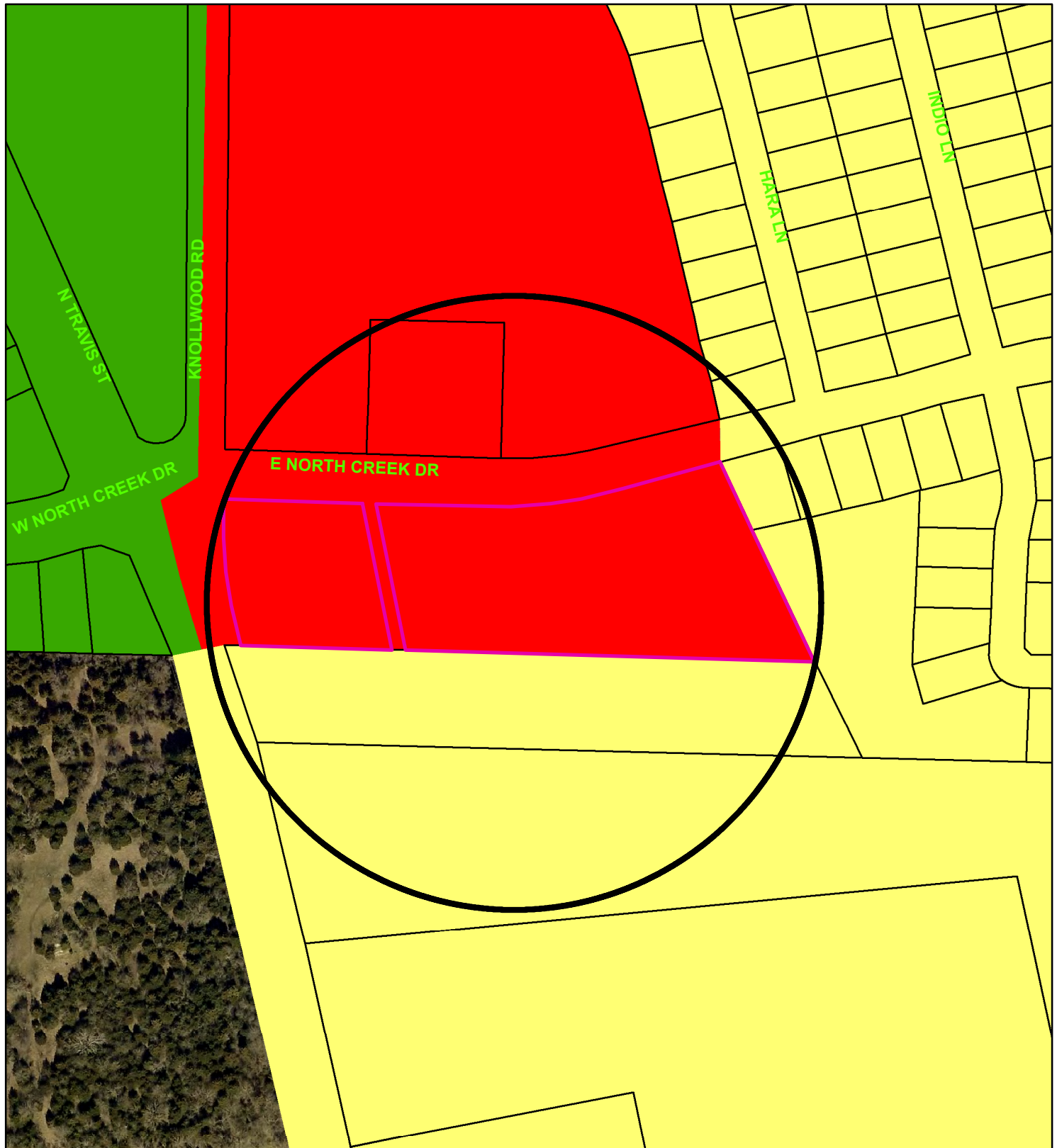
4615 N. Travis Street



NOT TO SCALE

1 in = 300 ft

City of Sherman, Texas
Developmental Services Department



Zoning - 4615 North Travis Street

Legend

Parcels_Buffer262 Special Districts Overlay DISTRICT_NAME Arts and Cultural District Blalock Commercial Overlay District Central Business District College Park District Downtown Overlay District Historic Preservation District Transportation Corridor	Representation: ShermGIS.DBO.TransportationCorridor_Rep FM 1417 Sam Rayburn Freeway US Hwy 82 and 75 SH 289 FM 691 Zoning Districts Representation: ShermGIS.DBO.ZoningDistrict_Rep Unknown BIP Blalock Industrial Park C-1 Retail Business District	C-2 General Commercial District CO Office District Lakes M-1 Light Manufacturing District M-1.5 Medium Manufacturing District M-2 Heavy Manufacturing District MH Manufacturing Housing District R-1 One Family Residential District R-2 Multi-Family Residential District R-A Single Family Agricultural District SF-1 Single Family Residential District
--	--	---



NOT TO SCALE

1 in = 200 ft

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Developmental Services Department

North Travis Street, Sherman, Texas 75092

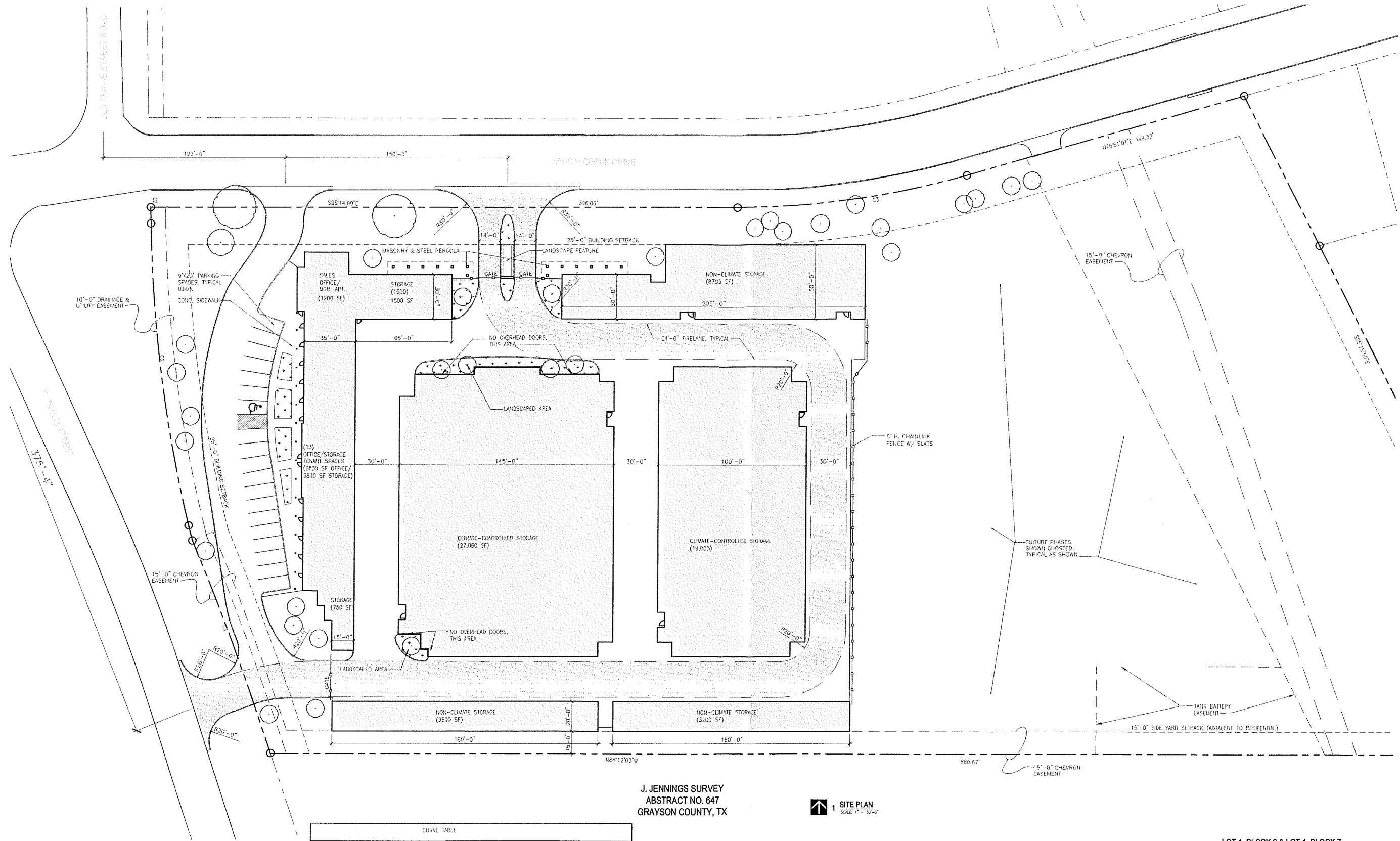
LEVINSON, JAMES J. / JUNE 1990

STERNMAN, LEVY

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
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100
101
102
103
104
105
106
107
108
109
110
111
112
113
114
115
116
117
118
119
120
121
122
123
124
125
126
127
128
129
130
131
132
133
134
135
136
137
138
139
140
141
142
143
144
145
146
147
148
149
150
151
152
153
154
155
156
157
158
159
160
161
162
163
164
165
166
167
168
169
170
171
172
173
174
175
176
177
178
179
180
181
182
183
184
185
186
187
188
189
190
191
192
193
194
195
196
197
198
199
200
201
202
203
204
205
206
207
208
209
210
211
212
213
214
215
216
217
218
219
220
221
222
223
224
225
226
227
228
229
230
231
232
233
234
235
236
237
238
239
240
241
242
243
244
245
246
247
248
249
250
251
252
253
254
255
256
257
258
259
260
261
262
263
264
265
266
267
268
269
270
271
272
273
274
275
276
277
278
279
280
281
282
283
284
285
286
287
288
289
290
291
292
293
294
295
296
297
298
299
300
301
302
303
304
305
306
307
308
309
310
311
312
313
314
315
316
317
318
319
320
321
322
323
324
325
326
327
328
329
330
331
332
333
334
335
336
337
338
339
340
341
342
343
344
345
346
347
348
349
350
351
352
353
354
355
356
357
358
359
360
361
362
363
364
365
366
367
368
369
370
371
372
373
374
375
376
377
378
379
380
381
382
383
384
385
386
387
388
389
390
391
392
393
394
395
396
397
398
399
400
401
402
403
404
405
406
407
408
409
410
411
412
413
414
415
416
417
418
419
420
421
422
423
424
425
426
427
428
429
430
431
432
433
434
435
436
437
438
439
440
441
442
443
444
445
446
447
448
449
450
451
452
453
454
455
456
457
458
459
460
461
462
463
464
465
466
467
468
469
470
471
472
473
474
475
476
477
478
479
480
481
482
483
484
485
486
487
488
489
490
491
492
493
494
495
496
497
498
499
500
501
502
503
504
505
506
507
508
509
510
511
512
513
514
515
516
517
518
519
520
521
522
523
524
525
526
527
528
529
530
531
532
533
534
535
536
537
538
539
540
541
542
543
544
545
546
547
548
549
550
551
552
553
554
555
556
557
558
559
560
561
562
563
564
565
566
567
568
569
570
571
572
573
574
575
576
577
578
579
580
581
582
583
584
585
586
587
588
589
590
591
592
593
594
595
596
597
598
599
600
601
602
603
604
605
606
607
608
609
610
611
612
613
614
615
616
617
618
619
620
621
622
623
624
625
626
627
628
629
630
631
632
633
634
635
636
637
638
639
640
641
642
643
644
645
646
647
648
649
650
651
652
653
654
655
656
657
658
659
660
661
662
663
664
665
666
667
668
669
670
671
672
673
674
675
676
677
678
679
680
681
682
683
684
685
686
687
688
689
690
691
692
693
694
695
696
697
698
699
700
701
702
703
704
705
706
707
708
709
710
711
712
713
714
715
716
717
718
719
720
721
722
723
724
725
726
727
728
729
730
731
732
733
734
735
736
737
738
739
740
741
742
743
744
745
746
747
748
749
750
751
752
753
754
755
756
757
758
759
760
761
762
763
764
765
766
767
768
769
770
771
772
773
774
775
776
777
778
779
780
781
782
783
784
785
786
787
788
789
790
791
792
793
794
795
796
797
798
799
800
801
802
803
804
805
806
807
808
809
810
811
812
813
814
815
816
817
818
819
820
821
822
823
824
825
826
827
828
829
830
831
832
833
834
835
836
837
838
839
840
84

SP-1

Q. 10. 11. 12. 13. 14.



CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	CHORD
C1	152.66'	1960.08'	4'27.45"	N18°49'39"W 152.63'
C2	205.11'	925.37'	12°42'00"	N03°45'59"W 204.69'
C3	157.27'	566.22'	15°54'50"	N83°48'26"E 156.76'
C4	236.97'	2148.50'	6'19"10"	N17°49'43"E 236.85'
C5	126.37'	970.60'	7'27.52"	N76°24'04"E 126.28'
C6	140.60'	566.22'	15°54'50"	S63°53'03"W 140.15'
C7	144.40'	1030.00'	8'01.58"	S87°58'34"W 144.29'
C8	216.50'	2088.50'	5'56.22"	S75°55'46"W 216.41'

J. JENNINGS SURVEY
ABSTRACT NO. 647
GRAYSON COUNTY, TX

 1 **SITE PLAN**
SCALE: 1" = 30'-0"

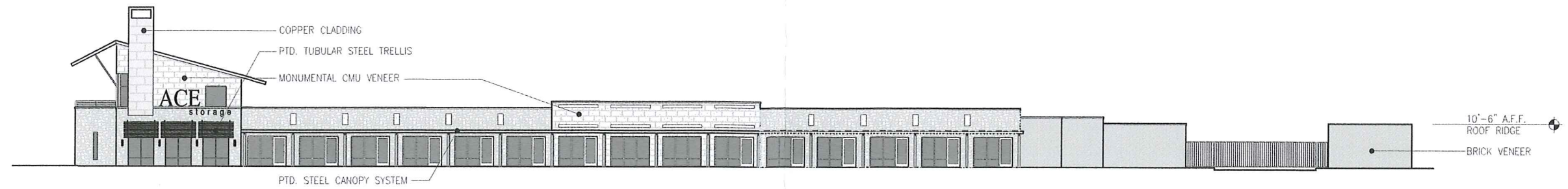
GENERAL SITE PLAN NOTES:

1. SITE SURVEY PREPARED BY SARTIN & ASSOCIATES, INC., PO BOX 1843, SHERMAN, TEXAS 75091, (903)892.8003).
2. PROVIDE FIRE LANE STRIPING IN COMPLIANCE WITH THE CITY OF SHERMAN FIRE MARSHAL'S REGULATIONS. FIRE LANE SHOWN HATCHED. TYPICAL.
3. LANDSCAPING IN PARKING ISLANDS AND AT REQUIRED BUFFERS SHALL BE INSTALLED TO COMPLY WITH THE CITY OF SHERMAN LANDSCAPING ORDINANCE.
4. ALL RADII NOT DIMENSIONED ARE 2'-0", TYPICAL
5. PROVIDE 6" THICK CONCRETE AT ALL DRAYS AND 5" THICK CONCRETE IN PARKING SPACES AND DRIVE-THRU AT PORTE-COCHERE. PROVIDE A 6" CONCRETE CURB WHERE SHOWN ON THE SITE PLAN. ALL OTHER AREAS SHALL HAVE NO CURB FOR FUTURE EXPANSION.

SITE PLAN STATISTICS:

ZONING:	C-1, GENERAL RETAIL DISTRICT
GROSS AREA:	736 ACRES (320,704 S.F.)
BUILDING AREA:	132,378 S.F.
HARD SURFACE AREA:	172,570 S.F.
LANDSCAPED AREA:	188,134 S.F.
PARKING REQUIRED: 4000 SF OFFICE/400 S.F./SPACE= SELF-STORAGE	10 SPACES (1 H.C. SPACE) 4 SPACES
PARKING PROVIDED:	19 SPACES (1 H.C. SPACE)

LOT 1, BLOCK 6 & LOT 1, BLOCK 7
NORTH CREEK ADDITION



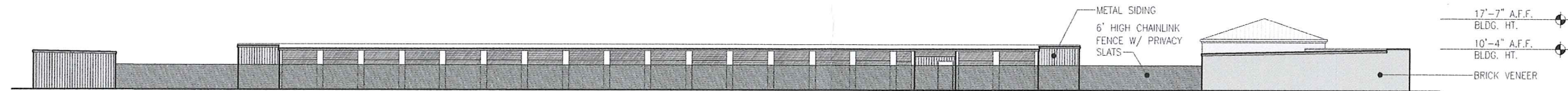
WEST (TRAVIS ST.) ELEVATION

SCALE: 1" = 30'-0"



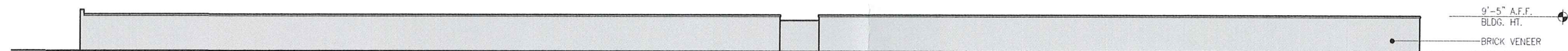
NORTH (NORTH CREEK DR.) ELEVATION

SCALE: 1" = 30'-0"



EAST (CREEK) ELEVATION

SCALE: 1" = 30'-0"



SOUTH ELEVATION

SCALE: 1" = 30'-0"



STAFF REVIEW LETTER

October 9, 2018

Young Enterprises
5414 N. FM 1417 (Heritage Parkway)
Sherman, TX 75092

David Baca Studio
100 N. Travis, Ste. 500-A
Sherman, TX 75090

Dear Applicants,

The request for a Specific Use Permit to allow living quarters in the mini-storage facility in a C-1 (Retail Business) District for the property located at 4615 North Travis Street has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, October 16, 2018 at 5:00 P.M., in the City Council Chambers, City Hall at 220 W. Mulberry.

City staff has reviewed your request with regards to engineering and development guidelines and finds the following items need to be addressed:

Zoning:

1. All aspects of the C-1 (Retail Business) District, the sign ordinance, the fence ordinance and the Commercial Tree and Landscaping Ordinance must be followed.
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal (903.892.7267).
3. All parking shall be on private property and shall not encroach into Travis Street or Northcreek Drive.
4. Parking is permitted on paved surfaces only (concrete or asphalt); a parking space is considered to be 9'x20.
5. Shall comply with all EPA, City, Federal and State regulations for this use.
6. Review the zoning and development ordinance for additional requirements.
7. Site plan approval is valid for a period of one year, if progress has not been made within that time period; resubmission to the Planning & Zoning Commission is required.

Any other changes made to the site plan prior to the final fulfillment of the conditions of the staff review, must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

You are hereby notified to be present, either in person or by your authorized representative to present your request on the date and time stated above.

If additional information or clarification is needed, do not hesitate to contact Scott Shadden at 903-892-7229 prior to the meeting.

Respectfully,



Scott Shadden
Secretary, Planning and Zoning Board and Board of Adjustment

CC: Robby Hefton, City Manager
Mark Gibson, Director of Utilities
Clint Philpott, P.E., Director of Engineering
Amber Doan, Engineering Coordinator

Danny Fuller, Fire Marshal
Brandon Shelby, City Attorney
Steve Ayers, Asst. City Manager



**Planning & Zoning Commission and Board of
Adjustments**

Agenda Item No. 14.

Meeting Date: 10/16/2018

Prepared by: Patsy Reeves, Developmental Services Admin Secretary
Scott Shadden, Director of Development Services

Clay Mahone, Chairman

Eric Elliott, Vice Chairman

Shawn Davis, Commissioner

Jeff Adams, Commissioner

David Downtain, Commissioner

Trish Wood, Commissioner

Leigh Ann Sims, Commissioner

Requested Action/Proposed Use:

4615 N. TRAVIS STREET

The request of Young Enterprises, LP (Owners), Todd Young (Representative) and David Baca Studio, LLC (Architect) concerning the property at 4615 North Travis Street, being Lot 1, Block 6 and Lot 1, Block 7, of the Replat of Blocks 1-9, North Creek Section 1, as follows:

Planning and Zoning Commission

Specific Use Permit and site plan approval under Ordinance No. 2280, Section 8, Subsection (5)(a) to allow living quarters in the mini-storage facility in a C-1 (Retail Business) District.

Background:

The property is located at 4615 North Travis Street the southeast corner of Travis and Northcreek Drive and is zoned a C-1 (Retail Business) District. The property was approved for a Specific Use Permit to allow a mini-warehouse self-storage facility in a C-1 (Retail Business) District, September 6, 2016. The owners are requesting a Specific Use Permit to allow living quarters inside the storage facility.

Adjacent Zoning:

SF-1 (Single Family Residential) District

R-1 (One Family Residential) District

C-1 (Retail Business) District

Origination:

Young Enterprises, LP (Owners)

Todd Young (Representative)

David Baca Studio, LLC (Architect)

Master Plan Designation:

Auto-Urban Single Family Residential – This character type is the single-family residential category with the greatest density and the shortest building setbacks. Most driveways will face the street as well as the garage. Sidewalks are available for pedestrians. Less lot area is devoted to open space and greenery.

Number of notices mailed:

12

Objections Received:

0

Attachments

Location Map

Zoning Map

Zoning Sign Photo

Site Plan

Building Elevations

Staff Review Letter



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

C.8.

Meeting Date: 11/05/2018

Prepared By: Clint Philpott, Director of Engineering

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6166

Providing for a Permanent "Stop" Sign on Northgate Drive at Heritage Parkway (West F.M. 1417) within the City Limits of the City of Sherman, Texas; Providing for a Penalty Provision

Issue:

To adopt an ordinance providing for a permanent "Stop" sign on Northgate Drive at Heritage Parkway (West F.M. 1417), stopping southbound traffic on Northgate 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 signage is 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. 6166

Location Map

ORDINANCE NO. 6166

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, PROVIDING FOR A PERMANENT "STOP" SIGN ON NORTHGATE DRIVE AT HERITAGE PARKWAY (WEST F.M. 1417) WITHIN THE CITY LIMITS OF THE CITY OF SHERMAN, TEXAS; 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 Northgate Drive and Heritage Parkway (W FM 1417), stopping southbound traffic on Northgate 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 meetings at which this ordinance was introduced and passed were open to the public and that public notice of the time, place and purpose of said meetings were given all as required by law.

INTRODUCED on this the _____ day of _____, 2018.

ADOPTED on this the _____ day of _____, 2018.

EFFECTIVE DATE on this the _____ day of _____, 2018.

CITY OF SHERMAN, TEXAS

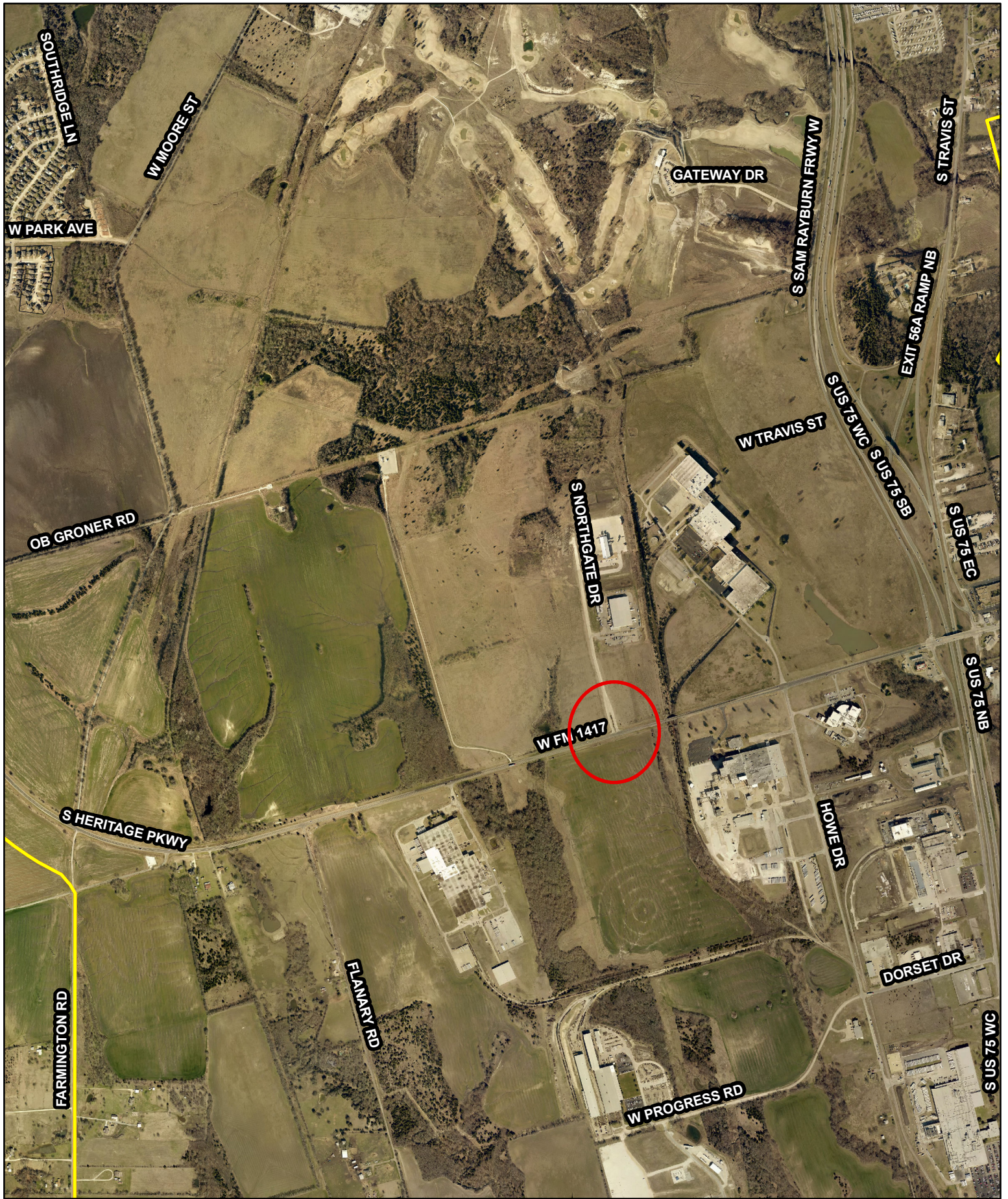
BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM AND
CONTENT:**

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





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

C.9.

Meeting Date: 11/05/2018

Prepared By: Mary Lawrence, Director of Finance

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6167

Amending Chapter 13 of the Code of Ordinances, entitled "Utilities", at Article 13.06, entitled "Solid Waste", at Sections 13.06.001, 13.06.005, 13.06.050, and 13.06.051 to Revise Residential Waste and Recycling Programs

Issue:

Amending the Code of Ordinances for residential waste and recycling program changes and adding a pickup fee for special pickups for residential and recycling solid waste

Background:

The current recycling environment has changed dramatically in the last few months. The City now has to pay a recycled material processor to take our materials due to our large amount of contamination. At the October 15th meeting, the City Council directed staff to modify the program to reduce our costs by cleaning up the recycle stream. This ordinance changes the program so that only those items with a market will be accepted, those customers desiring to recycle may have a recycle cart, and those who need an additional waste cart may have two waste carts. Customers will still be provided with two carts. One cart will be a waste cart. The customer may choose either a waste cart or a recycle cart for their second cart. The rate for the two cart combination will remain the same as the current rate for a recycle cart and a waste cart together. The rate for a third cart of either type will be \$8.00. Seniors and those requiring carry-out service may elect to have one cart. The special pickup fee will take effect immediately. The program will be reviewed again in the first quarter of 2019.

Origination:

City Council

Financial Consideration:

Revenue is expected to decrease by about \$170,000, which includes decreases coming from lost recycling stream rebates of about \$100,000 and lost cart revenue of about \$70,000. Staff expects to offset lower revenue and increased landfill costs by decreasing the number of new driver positions approved in the fiscal year 2018-2019 budget from two to one and decreasing the amount of fleet purchases.

Staff Recommendation:

The staff recommends that the Council approve the program changes and special pickup fee in Chapter 13 of the Code of Ordinances.

Alternatives:

The Council could choose to reject or make other changes and not adopt the special request pickup fee.

Attachments

Ordinance No. 6167

ORDINANCE NO. 6167

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING CHAPTER 13 OF THE CODE OF ORDINANCES, ENTITLED "UTILITIES", AT ARTICLE 13.06, ENTITLED "SOLID WASTE", AT SECTIONS 13.06.001, 13.06.005, 13.06.050, AND 13.06.051 TO REVISE RESIDENTIAL WASTE AND RECYCLING PROGRAMS; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; 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 Chapter 13, Article 13.06 of the Code of Ordinances of the City of Sherman, Texas, entitled "Solid Waste", be amended at Section 13.06.001 to read as follows:

Section. 13.06.001 Definitions

Bulky waste. Stoves, refrigerators (only certified CFC removal), water tanks, washing machines, furniture, and other large materials, other than construction debris, dead animals, hazardous waste, or stable matter with weights or volumes greater than those allowed for an automated solid waste roll-out cart.

Carryout service. Under special circumstances the city will pick up residential waste at the door of a residence for an extra fee.

Commercial front load container. A metal container used for the collection of a wide range of commercial and industrial waste or recycled material and that can be emptied by a front loading truck with a fork-lifting device. The container may have an optional hinged, lockable lid covering the top of the container. The metal containers range in size from two (2) to eight (8) cubic yards.

Commercial roll-off container. A rectangular-shaped metal box constructed to hold twenty (20) to forty (40) cubic yards of waste material and designed to have either an open top, a closed top, or be combined with a compactor for greater capacity. This container is designed to be emptied by a tilt frame truck with a cable hoist or hooklift.

Commercial waste. All normal establishment waste product, construction or demolition debris of commercial buildings, institutions or establishments and including structures containing more than four (4) dwellings, other than sewage and body waste or manure,.

Construction/demolition waste. All normal and customary rubble or debris, resulting from the construction, remodeling, demolition or the partial or total destruction or damage of a building or structure from any cause or source.

Customer. An occupant of a residential, commercial or industrial unit who generates refuse in the city limits serviced by contractor.

Dead animals. Animals or portions thereof that have expired from any cause, except those slaughtered or killed for human use.

Environmental laws. Any and all state, federal, and local statutes, rules, regulations, and ordinances relating to the protection of human health or the environment including, without limitation, the Solid Waste Disposal Act as amended by the Resource Conservation and Recovery Act of 1976 and the Hazardous and Solid Waste Amendments of 1984, 42 U.S.C. section 6901 et seq., the Comprehensive Environmental Response Compensation and Liability Action of 1980, 42 U.S.C. section 6901 et seq., as amended by the Superfund Amendments and Reauthorization Act of 1986, the Hazardous Materials Transportation Act, 49 U.S.C. section 6901 et seq., the Federal Water Pollution Control Act, 33 U.S.C. section 1251 et seq., the Clean Air Act, 42 U.S.C. section 7401 et seq., the Toxic Substances Control Act, 15 U.S.C. section 2601 et seq., the Safe Drinking Water Act, 42 U.S.C. sections 300f-300j, the United States Environmental Protection Agency's rules concerning Underground Storage Tanks, 53 Fed. Reg. 37082 (9/23/88), the Texas Solid Waste Disposal Act, the Texas Water Code and the Texas Clean Air Act, all as amended now and in the future, and any similar federal, state and local environmental statutes and ordinances, and the rules and regulations, orders and decrees now or hereafter promulgated thereunder.

Garbage. Solid waste consisting of putrescible animal and vegetable waste materials (see residential/commercial garbage).

Hazardous waste. Waste, in any amount, which is defined, characterized, or designated as hazardous by the United States Environmental Protection Agency or appropriate state agency by or pursuant to federal or state law, or waste, in any amount, which is regulated under federal or state law.

Household hazardous waste. Waste, in any amount, regulated or nonregulated, as described herein under hazardous waste, that is generated in a household.

Non-compactable waste. Any solid waste, including concrete and other large bulky materials, that cannot be compacted to 1/3 its original size.

Person. An individual, partnership, corporation or any other legal entity.

Premises. All public and private establishments, including individual residences, all multifamily dwellings, residential care facilities, hospitals, schools, businesses, other buildings, and all vacant lots.

Recycle, recycling and recyclables. The reclamation and/or recovery from solid waste of all recyclable matter having economic value, including, but not limited to, ~~glass~~, newsprint, paper, plastic, tin, aluminum, corrugated and chipped cardboard.

Refuse or rubbish. Nonputrescible solid waste (excluding ashes), consisting of both combustible and noncombustible waste materials; combustible rubbish includes paper, rags, cartons, wood, excelsior, furniture, rubber, plastics, yard trimmings, leaves, used and scrap tires, and similar materials; noncombustible rubbish includes glass, crockery, tin cans, aluminum cans, metal furniture, and like materials which will not burn at ordinary incinerator temperatures (1600 degrees Fahrenheit to 1800 degrees Fahrenheit).

Residential waste. All normal household waste of private residences and multifamily dwellings of not more than two (2) units, especially including putrescible, but not including sewage and body waste, manure, large tree trimmings, demolition or remodeling debris, hazardous waste, or any other waste material that cannot be broken down to fit into a polycart automated residential refuse container.

Solid waste. Any garbage, rubbish, refuse, sludge (from a waste treatment plant, water supply, or air pollution control facility) and other discarded material, including solid, liquid semisolid, or contained gaseous material resulting from industrial, municipal, commercial, mining, and agriculture operations, and from community and institutional activities.

Special waste. Any solid waste or combination of solid wastes that because of its quantity, concentration, physical or chemical characteristics or biological properties, requires special handling and disposal to protect human health or the environment. If improperly handled, transported, stored, processed or disposed of or otherwise managed, it may pose a present or potential danger to human health or the environment (as defined in the Tex. Admin. Code tit. 30, chapter 333 (1996), and as amended.

Unusual accumulations.

- (1) For residences, a regular collection having more garbage than a customer's automated solid waste roll-out carts will reasonably hold;
- (2) For commercial establishments, accumulations that would not occur in the ordinary course of business for the type of establishments (based on the history of the establishments);
- (3) Large, heavy or bulky objects, such as furniture or appliances; and
- (4) Materials judged by the head of the solid waste division to be hazardous such as oil, acid or caustic materials.

SECTION 2. That Chapter 13, Article 13.06 of the Code of Ordinances of the City of Sherman, Texas, entitled "Solid Waste", be amended at Section 13.06.005 to read as follows:

Section 13.06.005 Charges for residential refuse collection

Charges for automated residential solid waste collection shall be as follows beginning ~~October 1, 2018~~ December 1, 2018:

- (1) ~~Fifteen dollars and sixty cents (\$15.60)~~ *Eighteen dollars and seventy-five cents (\$18.75)* per month per family unit *for two containers* for curb or alley pickup. *Customer may choose between two residential refuse containers or one refuse container and one recycling container.*
- (2) Carry-out service shall be forty-one dollars and thirty cents (\$41.30) per month per family unit *for one cart.*
- (3) If the location of garbage for carry-out service is in excess of one hundred fifty (150) feet from the curb or alley, an additional charge of five dollars and sixty cents (\$5.60) per month will be made for each additional one hundred fifty (150) feet or portion thereof. "Curb" is defined as being within three (3) feet of the curblane of the street.
- (4) For multiple dwellings or apartments, with four (4) or fewer units, each family unit will be considered as a single-family residence in fixing charges for services.
- (5) Residential special refuse pickups, upon customer request, will be charged three hundred dollars and no cents (\$300.00) (\$20.00 cubic yard) per fifteen (15) cubic yard load with a minimum charge of eighty dollars and no cents (\$80.00). All residential customers requesting roll-off service, regardless of size container, will be required to pay ~~the first container pull charge~~ before the first container is placed.
- (6) Noncompliance with the bulk waste and brush program guidelines will be subject to a one hundred dollars and no cents (\$100.00) fine plus fifteen dollars and no cents (\$15.00) per cubic yard for removal.
- (7) For any cart in addition to the ~~one~~ two initially provided to the automated residential solid waste *and/or recycling* customer, a charge of ~~fifteen dollars and sixty cents (\$15.60)~~ *eight dollars and no cents (\$8.00)* per cart, per month will be assessed.
- (8) *Residential and recycle cart special pickups, upon customer request, will be charged twenty-five dollars and no cents (\$25.00) per trip.*

SECTION 3. That Chapter 13, Article 13.06 of the Code of Ordinances of the City of Sherman, Texas, entitled "Solid Waste", be amended at Section 13.06.050 to read as follows:

Section 13.06.050 Automated residential refuse collection

(a) Those residential solid waste customers located in areas to receive automated residential refuse collection will be provided, at no charge, a one hundred (100) gallon or smaller cart ~~for the deposit of refuse~~ *and their choice of either another refuse cart or a recycle cart.* All carts will remain the property of the city and should under no circumstances be removed from the assigned address. Any person responsible for damage due to willful negligence or abuse will be liable for the cost of a new cart or repair of the existing one.

~~(b) — Tree limbs should be cut into lengths of three (3) feet and placed in the cart along with the other refuse.~~

~~(e) (b)~~ Waste collection for customers on the automated routes will be once per week on one of the following days: Monday, Tuesday, Wednesday, Thursday or Friday.

~~(d) (c)~~ On trash pickup days, all roll-out automated pickup containers shall be ~~timely~~ placed ~~by seven (7) a.m.~~ with the white serial number facing the street. Each container shall be placed immediately adjacent to the street and in no event more than one (1) foot from the street, and shall be at least three (3) feet from mailboxes, trees and other such obstructions, and twenty (20) feet from any cars, trailers, boats and the like in order to provide adequate and safe clearance for the automated pickup equipment.

~~(e) (d)~~ All residential waste, refuse, rubbish or trash placed in the roll-out carts shall be bagged and closed for health and safety purposes and placed in the containers so that the container lid shall fit flat and level on its base so as to close securely.

~~(e)~~ Residential solid waste customers may choose to have one container at fifteen dollars and sixty cents (\$15.60) per family unit per month under the following conditions:

- ~~(1)~~ Age sixty-five (65) and over. Solid waste customers who are sixty-five (65) years of age or over may opt to have only one container. Customers may request a service change from the city's water department and, upon presenting proof of age, may be issued a written waiver. Solid waste customers who own or manage properties other than their primary residence may not use this service option for the benefit of the tenants residing on those properties.
- ~~(2)~~ Physically unable. Those customers who are physically and permanently unable to place a roll-out container at the curb or alley, without regard to age, or are using carry-out service, may opt to have only one container by requesting the city's water department to issue them a written waiver upon proof of permanent physical disability.

SECTION 4. That Chapter 13, Article 13.06 of the Code of Ordinances of the City of Sherman, Texas, entitled "Solid Waste", be amended at Section 13.06.051 to read as follows:

Section 13.06.051 Recycling

(a) The city hereby establishes a recycling program for its residential solid waste customers effective October 1, 2001. The scheduled pick up of the recyclable items will be every other week as directed by the solid waste department.

~~(b) — All residential solid waste customers shall participate in the recycling program and shall be billed three dollars and fifteen cents (\$3.15) except as provided below:~~

~~(1) Age sixty five (65) and over. Solid waste customers who are sixty five (65) years of age or over may opt out of the recycling program, or choose to receive the service at no charge, provided that the service address is their primary residence and the utility account is in their name. Customers may request a recycling service change from the city's water department and, upon presenting proof of age, may be issued a written waiver. Solid waste customers who own or manage properties other than their primary residence may not use this recycling service option for the benefit of the tenants residing on those properties.~~

~~(2) Physically unable. Those customers who are physically and permanently unable to place the recycling roll out container at the curb or alley, without regard to age, may opt out of the recycling program by requesting the city's water department to issue them a written waiver upon proof of permanent physical disability.~~

~~(c) All residential recyclable and solid waste containers [shall] be placed next to, but no further than, two (2) feet away from the curb or alley. The recyclable and solid waste roll out containers shall be placed side by side, but no closer than two (2) feet between them or closer than two (2) feet to any other object, maintaining a required twelve foot overhead clearance in order to permit the automated collection.~~

(b) On pickup days, all rollout automated pickup containers shall be placed by seven (7) a.m. with the white serial number facing the street. Each container shall be placed immediately adjacent to the street and in no event more than one (1) foot from the street, and shall be at least three (3) feet from mailboxes, trees and other such obstructions, and twenty (20) feet from any cars, trailers, boats and the like in order to provide adequate and safe clearance for the automated pickup equipment.

~~(d) (c) Any obstruction preventing the automated curbside or alley collection shall result in a noncollection.~~

~~(e) (d) All items consisting of the following, [shall] shall be placed in the recycling container:~~

- ~~(1) Aluminum, tin and steel cans (including empty aerosol cans).~~
- ~~(2) Plastic bottles with a threaded or a neck narrower than the base. Number one (#1) and number two (#2) plastic bottles.~~
- ~~(3) Cardboard.~~
- ~~(4) Newspaper.~~
- ~~(5) Office paper.~~
- ~~(6) Junk mail.~~
- ~~(7) Phone books and magazines.~~
- ~~(8) Glass.~~

~~(f) (e) All other items are prohibited from depositing into any recyclable container and are specifically, but not limited to, the following items:~~

- ~~(1) Food waste.~~

- (2) Hazardous waste.
- (3) Paint.
- (4) Soiled paper materials.
- (5) Plastic materials other than bottles, other than #1 and #2 plastic.
- (6) Yard waste.
- (7) Glass.

~~(g) (f) All residential recycling customers will be provided one (1) one hundred (100) gallon recycling container, identifiable by serial number and assignment by address, for recycling use. The city will provide at customer's request, and have readily available, sixty five (65) gallon containers for collection. Any customer may request one (1) additional authorized container, as needed, upon written request submitted to the solid waste department at no charge. All carts will remain the property of the city and should under no circumstances be removed from the assigned address or used for any purpose other than the city recycling program. Replacement cost for damaged, lost or stolen recycling containers will be fifty dollars (\$50.00) per container and will be charged to the customer's water bill.~~

(g) Failure to follow recycling program guidelines may result in the replacement of the customer's recycling container with a regular waste container.

(h) Penalty for violations.

- (1) It shall be unlawful for any person or persons to place any prohibited item in a recyclable container.
- (2) It shall be unlawful for any person or persons to remove all or part of any recyclable items from a recyclable container or remove the recyclable container from its designated location.
- (3) It shall be unlawful for any person or persons to intentionally deface, obstruct or damage any recycling container.
- (4) Any person or persons violating the terms of this section will be subject to a class C criminal misdemeanor charge with a fine as provided in section 1.01.009 of this code for each violation.

SECTION 5. That it is the intention of the City Council of the City of Sherman, Texas, that the provisions of this ordinance shall become a part of the Code of Ordinances of the City of Sherman, Texas, and that sections of this ordinance may be renumbered or re-lettered to accomplish such intention.

SECTION 6. 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 7. That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 8. That it is hereby officially found and determined that the meetings at which this ordinance was introduced and passed were open to the public and that public notice of the time, place and purpose of said meetings were given all as required by law.

INTRODUCED on this the _____ day of _____, 2018.

ADOPTED on this the _____ day of _____, 2018.

EFFECTIVE DATE on this the _____ day of _____, 2018.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM AND
CONTENT:**

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



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

C.10.

Meeting Date: 11/05/2018

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

ADOPTION OF ORDINANCES

Consider Adoption of Ordinance Numbers: 6159, 6160, 6161, 6162, 6163, 6164, 6165, 6166 and 6167

Issue:

C. 1. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6159

Amending Section 12, Ordinance No. 2280, so as to Include Certain Properties within the C-1 (Retail Business) District and Section 8, Subsection (5)(A), Ordinance No. 2280, so as to Grant a Specific Use Permit to Allow an Event Venue in a C-1 (Retail Business) District at 1615 North Maxey Street and 810 North Frisco Road, being part of Lots 1-5, Block 1, Jones & Summit Addition, also being 1.154 acres in the J.B. McAnair Survey, Abstract No. 763 (Allen Martin, Owner; and David Fite Surveying, Surveyor); Providing that this Specific Use Permit shall be Granted Subject to Certain Conditions; Providing a Penalty not to Exceed \$2,000.00

C. 2. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6160

Amending Section 12, Ordinance No. 2280, so as to Include Certain Properties within the R-1 (One Family Residential) District at 1606, 1610 and 1614 South Rusk Street and 415 West Lake Street; **Tract 1:** Being Lots 2, 3 and 4, Block 4, Mayhew Addition; **Tract 2:** Being the east 55' of Lots 6, 7 and 8, Block 4, Mayhew Addition (Barton Capital, LTD, Owner; and Helvey-Wagner Surveying, Surveyor)

C. 3. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6161

Amending Section 12, Ordinance No. 2280, so as to Include Certain Properties within the R-1 (One Family Residential) District and C-1 (Retail Business) District in the 1100-1300 blocks of South F.M. 1417 (Heritage Parkway) and the 3800-4000 blocks of Quail Run Road; **Tract 1:** Being 19.967 acres in the Elizabeth Jones Survey, Abstract No. 625, also being a part of Lot 2, Block A, Country Ridge Estates No. 10, zone change and conceptual site plan approval from an R-2 (Multi-Family Residential) District to an R-1 (One Family Residential) District; **Tract 2:** Being 6.141 acres in the Elizabeth Jones Survey, Abstract No. 625, also being a part of Lot 2, Block A, Country Ridge Estates No. 10, zone change and conceptual site plan approval from an R-2 (Multi-Family Residential) District to a C-1 (Retail Business) District (RSCL Holdings, LLC, Owners; Wyldewood Homes, Prospective Buyer; Al Denson, Representative; and Helvey-Wagner Surveying, Surveyor)

- C. 4. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6162**
Amending Section 8, Subsection (5)(A), Ordinance No. 2280, so as to Grant a Specific Use Permit to Allow Automobile and Heavy Vehicle Repair, Transmissions, Brakes, Mufflers, Shocks, Oil and Lube with Body Work in a C-2 (General Commercial) District at 4114 Texoma Parkway, being 0.4986 acres in the W. F. Patterson Survey, Abstract No. 969 (DAS SAM Enterprises, LLC, Owners; William Downey, Downey Automotive, Applicant; and Helvey-Wagner Surveying, Surveyor); Providing that this Specific Use Permit shall be Granted Subject to Certain Conditions; Providing a Penalty not to Exceed \$2,000.00
- C. 5. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6163**
Amending Section 8, Subsection (5)(A), Ordinance No. 2280, so as to Grant a Specific Use Permit to Allow Automobile Sales and Impound Lot in a C-2 (General Commercial) District at 5504 Texoma Parkway, being 5.188 acres in the D.C. Shelp Survey, Abstract No. 1097 (Robert and Tammy Allen, Owners; Lone Star Haulin, LLC, Tenant; and Underwood Drafting and Surveying, Surveyor); Providing that this Specific Use Permit shall be Granted Subject to Certain Conditions; Providing a Penalty not to Exceed \$2,000.00
- C. 6. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6164**
Amending Section 8, Subsection (5)(A), Ordinance No. 2280, so as to Grant a Specific Use Permit to Allow Parking Lot Extension for Additional RV Storage in a C-1 (Retail Business) District/O-1.2 (Sam Rayburn Overlay) District at 2005 South Sam Rayburn Freeway, being **Tract 1:** 7.036 acres in the Preston Kitchen Survey, Abstract No. 667; **Tract 2:** Being all of Block 32 of the Replat of Blocks 4, 5, 6, 15, 16, 17, 29, 30, 31, 40 & 41 of Southside Addition; **Tract 3:** All of Blocks 38 & 39 of the Replat of Blocks 4, 5, 6, 15, 16, 17, 29, 30, 31, 40 & 41 of Southside Addition containing 0.487 acres; and **Tract 4:** 0.888 acres in the Preston Kitchen Survey, Abstract No. 667, being a strip of land known as Cottage Avenue (Unimproved) and platted as a City Street (FRHP Lincolnshire, LLC, Owners; CEI Engineering Associates, Inc., Civil Engineer; David Tipton, Representative; Gonzales & Schneeberg, Engineers & Surveyors, Inc., Surveyor; and Nolte & Associates, P.A., Architect); Providing that this Specific Use Permit shall be Granted Subject to Certain Conditions; Providing a Penalty not to Exceed \$2,000.00
- C. 7. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6165**
Amending Section 8, Subsection (5)(A), Ordinance No. 2280, so as to Grant a Specific Use Permit to Allow Living Quarters in a Mini-Storage Facility in a C-1 (Retail Business) District at 4615 North Travis Street, being Lot 1, Block 6 and Lot 1, Block 7 of the Replat of Blocks 1-9, North Creek Section 1 (Young Enterprises, LP, Owners; Todd Young, Representative; and David Baca Studio, LLC, Architect); Providing that this Specific Use Permit shall be Granted Subject to Certain Conditions; Providing a Penalty not to Exceed \$2,000.00
- C. 8. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6166**
Providing for a Permanent "Stop" Sign on Northgate Drive at Heritage Parkway (West F.M. 1417) within the City Limits of the City of Sherman, Texas; Providing for a Penalty Provision

C. 9. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6167

Amending Chapter 13 of the Code of Ordinances, entitled "Utilities", at Article 13.06, entitled "Solid Waste", at Sections 13.06.001, 13.06.005, 13.06.050, and 13.06.051 to Revise Residential Waste and Recycling Programs



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

C.11.

Meeting Date: 11/05/2018

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

CONSENT AGENDA

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

Issue:

- D. 6. * RESOLUTION NO. 6422**
Accepting the Contract with Lynn Vessels Construction, LLC as Complete for All Equipment, Materials and Construction of the City of Sherman Industrial Sewer Replacement Project
- D. 7. * RESOLUTION NO. 6423**
Authorizing Execution of a Professional Engineering Services Agreement with Perkins Engineering Consultants, Inc. for the Design of the Aeration and Secondary Treatment Improvements at the Sherman Wastewater Treatment Plant
- D. 8. * RESOLUTION NO. 6424**
Authorizing Execution of a Professional Engineering Services Agreement with Freeman-Millican, Inc. for the Design of the Fairview Elevated Tank Painting Improvements
- D. 9. * RESOLUTION NO. 6425**
Authorizing the Purchase of a New 2018 Caterpillar Asphalt Paver for the Street Maintenance Department from Holt Cat through the Texas Local Government Purchasing Cooperative (BuyBoard)
- D. 10. * RESOLUTION NO. 6426**
Authorizing the Purchase of Two New 2019 Kenworth T440 Dump Trucks for the Street Maintenance Department from MHC Kenworth through the Texas Local Government Purchasing Cooperative (BuyBoard)

- D. 11. * RESOLUTION NO. 6427**
Authorizing the Purchase of a New Caterpillar Motor Grader for the Street Maintenance Department from Holt Cat through the Texas Local Government Purchasing Cooperative (BuyBoard)
- D. 12. * RESOLUTION NO. 6429**
Authorizing the Purchase of a New Caterpillar CW34 Pneumatic Roller for the Street Maintenance Department from Holt Cat through the Texas Local Government Purchasing Cooperative (BuyBoard)
- D. 13. * RESOLUTION NO. 6430**
Authorizing Execution of an Interlocal Agreement between the City of Sherman and the County of Dallas
- D. 14. * RESOLUTION NO. 6431**
Authorizing the Purchase of a New Flip Screen for the Street Maintenance Department from Flip Screen, LLC through the Texas Local Government Purchasing Cooperative (BuyBoard)
- D. 15. * RESOLUTION NO. 6433**
Authorizing the Purchase of a New Heil Front Load Truck for the Solid Waste Department from Heil of Texas through the Texas Local Government Purchasing Cooperative (BuyBoard)
- D. 16. * RESOLUTION NO. 6434**
Authorizing the Purchase of a New 2019 Autocar ACX64 Body for the Solid Waste Department from Chastang Enterprises, Inc. through the Texas Local Government Purchasing Cooperative (BuyBoard)
- D. 17. * RESOLUTION NO. 6435**
Authorizing the Purchase of a New 2019 Heil Brush Truck for the Solid Waste Department from MHC of Texas through the Texas Local Government Purchasing Cooperative (BuyBoard)
- D. 18. * RESOLUTION NO. 6436**
Authorizing the Purchase of a Kubota M6060HDC Tractor for the Park Maintenance Department from Six & Mango Equipment through the Texas Local Government Purchasing Cooperative (Buyboard)
- E. 1. * REQUEST TO ADVERTISE**
Fairview Elevated Tank Painting Improvements
- E. 2. * REQUEST TO ADVERTISE**
Repairs to Shepherd Drive #1 Woodbine Water Well
- G. 2. * OTHER BUSINESS**
Approve Quarterly Investment Report for Quarter Ended September 30, 2018

G. 3. * OTHER BUSINESS

Variance and Site Plan Approval for Douglass Distributing, Owners; EIKON, Architect/Engineer; and Chris Frerich, Representative under Ordinance No. 2252, Article IV, Sections 410 (2)(g) to allow a 10' Setback from the F.M. 1417 (Vietnam Veterans Parkway) Property Line for a Vacuum Canopy for Legacy Village Gas Station, Convenience Store and Car Wash in the Blalock Industrial Park at 3707 South U.S. Highway 75

G. 4. * OTHER BUSINESS

Replat Approval of Earnhartbuilt's First Addition, being a Replat of Lots 1 & 2, Block 7, of the Slagle Replat of Block 7 of Christian College Addition, being all of Lots 1 & 2, Block 7 of the Slagle Replat of Block 7, Christian College Addition, containing 0.544 acres in the G.B. Pilant Survey, Abstract No. 963; 2101 & 2103 E Pecan Series, LLC, Owners; Earnhartbuilt, LLC, Developer; and Copley Land Surveying, Surveyor (2100 block of East Mulberry Street)

G. 5. * OTHER BUSINESS

Replat Approval of Lara's Addition, being a Replat of Lots 7 & 8, Block 1 of W.D. Fitch Addition, being Lot 7 and part of Lot 8, Block 1, W.D. Fitch Addition; Jose and Maria Lara, Owners; and Underwood Drafting and Surveying, Surveyor (926 and 932 South Throckmorton Street)



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

D.1.

Meeting Date: 11/05/2018

Prepared By: Clint Philpott, Director of Engineering

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6417

Authorizing the Acceptance of a Contract and Conveyance Document from Janet Kent for the Conveyance and Acquisition of Property located at 205 East Lamberth Road, being 0.2066 acres in the J.B. McAnair Survey, Abstract No. 763, and a 1.061 acre part of Lot 1, Block 2 of the Cornerstone Addition, totaling approximately 1.2667 acres, more or less, property being located in the City of Sherman, County of Grayson, State of Texas

Issue:

Authorizing the acquisition of property located at 205 East Lamberth Road in the City of Sherman

Background:

This property has a history of flooding during large rain events. The owner of the property is willing to voluntarily sell said property to the City in order to minimize or negate the risk of flood damage again to said property. This property is also adjacent to the proposed drainage improvements that are being designed at the Lamberth Road and Post Oak Creek crossing. The purchase of this property allows the improvements north of Lamberth to be made by grading the channel naturally and without having to construct gabion rock retaining wall. This will save the City money on the drainage improvement project and eliminates any future erosion risk along the street and this property.

Origination:

Engineering Department

Financial Consideration:

The sales price of \$205,000.00, along with closing costs, will be paid through funding made available through the 2017A (Stormwater) Certificates of Obligation.

Staff Recommendation:

Staff recommends that the City Council approve the resolution to authorize the acquisition of the subject property.

Alternatives:

As may be directed by the City Council

Attachments

Resolution No. 6417

Location Map

RESOLUTION NO. 6417

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE ACCEPTANCE OF A CONTRACT AND CONVEYANCE DOCUMENT FROM JANET KENT FOR THE CONVEYANCE AND ACQUISITION OF PROPERTY LOCATED AT 205 EAST LAMBERTH ROAD, BEING 0.2066 ACRES IN THE J.B. MCANAIR SURVEY, ABSTRACT NO. 763, AND A 1.061 ACRE PART OF LOT 1, BLOCK 2 OF THE CORNERSTONE ADDITION, TOTALING APPROXIMATELY 1.2667 ACRES, MORE OR LESS, PROPERTY BEING LOCATED IN THE CITY OF SHERMAN, COUNTY OF GRAYSON, STATE OF 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, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to accept a Conveyance Document from Janet Kent for the conveyance and acquisition of a tract of land located at 205 East Lamberth Road, being located in Sherman, Texas, being 0.2066 acres in the J.B. McAnair Survey, Abstract No. 763, and a 1.061 acre part of Lot 1, Block 2 of the Cornerstone Addition, totaling approximately 1.2667 acres, more or less, property being located in the City of Sherman, County of Grayson, State of Texas, in the same or substantially same form as the Conveyance Document to be prepared by Title Company.

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

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

CITY OF SHERMAN, TEXAS

ATTEST:

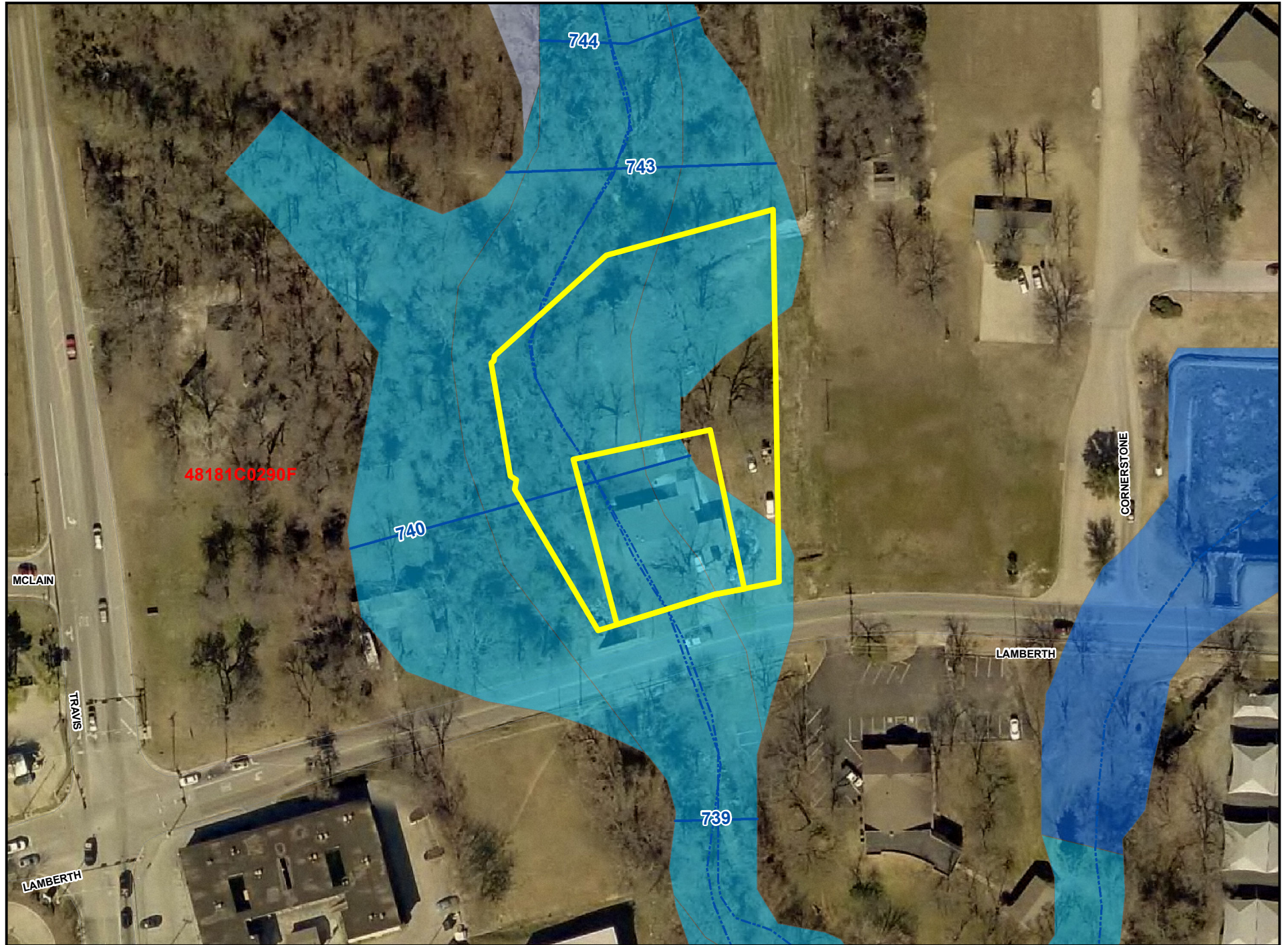
BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

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

205 E. Lamberth Road



0 50 100 200 300 400 1 inch = 100 feet Feet





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

D.2.

Meeting Date: 11/05/2018

Prepared By: Clint Philpott, Director of Engineering

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6418

Authorizing Execution of an Agreement for Right of Way Procurement between the City of Sherman and the State of Texas, acting by and through the Texas Department of Transportation, for Right of Way Acquisition Services Rendered by a Local Government [FM 1417 (Heritage Parkway) from US 82 to SH 56]

Issue:

To execute an Agreement for Right of Way Procurement with the Texas Department of Transportation (TxDOT) for Right of Way Procurement Services along FM 1417 (Heritage Parkway) from US 82 to SH 56

Background:

In 2016, the Sherman City Council approved a Contract for Engineering Services with H.W. Lochner, Inc. for the schematic design and environmental studies of FM 1417 (Heritage Parkway) from State Highway 56 to U.S. Highway 82. This Agreement defines the roles and responsibilities between TxDOT and the City of Sherman regarding Right of Way Procurement for the widening of FM 1417. An agreement is required for each project in order to specify the financial requirement for each party.

Origination:

Engineering Department

Financial Consideration:

The estimated procurement cost is \$2 million for completion of this Contract. This amount includes only the cost to purchase the right of way needed for construction of the project. The City has incurred additional costs related to right-of-way preparation and engineering services. Funds for this project will be from the 2018 Certificates of Obligation Bond issuance.

Staff Recommendation:

It is the staff's recommendation that the Council authorize the execution of the Agreement for Right of Way Procurement with TxDOT.

Alternatives:

Those as may be directed by the City Council

Attachments

Resolution No. 6418

Agreement for Right of Way Procurement

Aerial Location Map

RESOLUTION NO. 6418

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT FOR RIGHT OF WAY PROCUREMENT BETWEEN THE CITY OF SHERMAN AND THE STATE OF TEXAS, ACTING BY AND THROUGH THE TEXAS DEPARTMENT OF TRANSPORTATION, FOR RIGHT OF WAY ACQUISITION SERVICES RENDERED BY A LOCAL GOVERNMENT [FM 1417 (HERITAGE PARKWAY) FROM US 82 TO SH 56]; 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 documents being properly completed and approved as to form and content by the City Attorney, to execute an Agreement for Right of Way Procurement between the City of Sherman and the State of Texas, acting by and through the Texas Department of Transportation, for right of way acquisition services rendered by a local government [FM 1417 (Heritage Parkway) from US 82 to SH 56], in the same or substantially same form as the contract documents 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 _____, 2018.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

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

County: Grayson
District: Paris
ROW CSJ # 2455-01-037 & 2455-01-039
CCSJ # 2455-01-031 & 2455-01-031
Federal Project #N/A
Federal Highway Administration
CFDA # 20.205
Not Research and Development

STATE OF TEXAS §

COUNTY OF TRAVIS §

AGREEMENT FOR RIGHT OF WAY PROCUREMENT

THIS AGREEMENT is made by and between the State of Texas, acting through the Texas Department of Transportation, called the “State”, and City of Sherman, Texas, acting through its duly authorized officials, called the “Local Government.”

WITNESSETH

WHEREAS, Texas Transportation Code §§ 201.103 and 222.052 establish that the State shall design, construct, and operate a system of highways in cooperation with local governments; and

WHEREAS, Texas Transportation Code § 201.209 authorizes the State and a Local Government to enter into agreements in accordance with Texas Government Code, Chapter 791; and

WHEREAS, the State has deemed it necessary to make certain highway improvements on **FM 1417 from US 82 to SH 56** this section of highway improvements will necessitate the acquisition of certain right of way and the relocating and adjusting of utilities, called the “Project”; and

WHEREAS, 43 Texas Administrative Code §15.55 defines the Local Government’s **minimum** cost participation in acquiring the right of way and relocating or adjusting eligible utilities for the proper improvement of the State Highway System; and

WHEREAS, the Governing Body of the Local Government has approved entering into this agreement by resolution or ordinance dated November 5, 2018, which is attached to and made a part of this agreement as Attachment A. A map showing the Project location appears in Attachment B, which is attached to and made a part of this agreement.

NOW THEREFORE, the State and the Local Government do agree as follows:

AGREEMENT

1. Agreement Period

This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed. This agreement shall remain in effect until the Project is completed or unless terminated as provided below.

2. Termination

This agreement shall remain in effect until the project is completed and accepted by all parties, unless:

- A. The agreement is terminated in writing with the mutual consent of the parties;
- B. The agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party; or
- C. The Project is inactive for thirty-six (36) months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this agreement.

3. General

- A. Except as otherwise provided in Sections 4, 11, and Exhibit C, the Local Government agrees to proceed with acquisition of right of way at the Local Government's sole cost and expense in accordance with the provisions set out in Attachment C, and the other provisions of this Agreement which are not in conflict with Attachment C.
- B. The State and the Local Government agree that acquisition of this right of way shall be in accordance with the *Texas Department of Transportation Right of Way Manual* and all applicable federal and state laws governing the acquisition of real property.
- C. It is understood that the terms of this agreement shall apply to new right of way, authorized and requested by the State, which is needed and not yet dedicated, in use, or previously acquired in the name of the State or Local Government for highway, street, or road purposes. This agreement shall also apply, with regard to any existing right of way, to outstanding property interests not previously acquired and to eligible utility adjustments not previously made, as authorized and requested by the State.
- D. It is further understood that if unusual circumstances develop in the right of way acquisition and they are not clearly covered by the terms of this agreement, those unusual circumstances or problems will be resolved by mutual agreement between the State and the Local Government.

4. Local Project Sources and Uses of Funds

- A. The total estimated cost of the Project is shown in Attachment C, Project Budget Estimate, which is attached to and made a part of this agreement. The expected cash contributions from the Federal or State government, the Local Governments, or other parties are shown in Attachment C. The State will pay for only those project costs that have been approved by the Texas Transportation Commission. If Federal funding is included, the State and the Federal Government will not reimburse the Local

Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration. After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.

- B.** If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures Qualification for the Texas Department of Transportation*. The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.
- C.** The Project cost estimate in Attachment C shows how necessary resources for completing the Project will be provided by major cost categories. These categories may include but are not limited to: (1) costs of real property and (2) costs of utility work.
- D.** The State will be responsible for securing the Federal and State share of the funding required for the development of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.
- E.** The Local Government will be responsible for all non-federal or non-state participation costs associated with the Project, including any overruns in excess of the approved local project budget unless otherwise provided for in this agreement or approved otherwise in an amendment to this agreement.
- F.** In the event any existing, future, or proposed Local Government ordinance, commissioner's court order, rule, policy, or other directive, including, but not limited to, outdoor advertising or storm water drainage facility requirements, is more restrictive than State or federal regulations, or any other locally proposed change, including, but not limited to, plats or re-plats, results in any increased costs to the State, then the Local Government will pay one hundred percent (100%) of all those increased costs, even if the applicable county qualifies as an Economically Disadvantaged County (EDC). The amount of the increased costs associated with the existing, future, or proposed Local Government ordinance, commissioner's court order, rule, policy, or other directive will be determined by the State at its sole discretion.
- G.** If the Local government is an EDC and if the State has approved adjustments to the standard financing arrangement, this agreement reflects those adjustments.

- H. Payment under this contract beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this contract shall be terminated immediately with no liability to either party.
- I. The Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by the State no more frequently than monthly, and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred, and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.

5. Location Surveys and Preparation of Right of Way Data

The Local Government will perform the necessary preliminary engineering, surveying and title investigation in order to obtain acceptable title to the desired right of way.

6. Determination of Right of Way Values

The Local Government agrees to make a determination of property values for each right of way parcel by methods acceptable to the State and to submit to the State a tabulation of those values, signed by the appropriate Local Government representative. The tabulation shall list the parcel numbers, ownership, acreage, and recommended compensation. Compensation shall be shown in the component parts of land taken, itemization of improvements taken, damages (if any), and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in arriving at all determined values. This work will be performed by the Local Government at its expense without cost participation by the State. The State will review the data submitted and may base its reimbursement on the values that are determined by this review. The State, however, reserves the right to perform at its own expense any additional investigation, including supplemental appraisal work by State employees or by employment of fee appraisers, deemed necessary for determination of values to constitute the basis for State reimbursement. The parties may waive the requirement that the Local Government submit to the State property value determinations for any part of the required right of way by a writing signed by both parties. In instances of a waiver, the State, in its discretion, will make a determination of values to constitute the basis for State reimbursement.

7. Negotiations

The State will notify the Local Government as soon as possible as to the State's determination of value. Negotiation and settlement with the property owner will be the responsibility of the Local Government without participation by the State; however, the Local Government will notify the State immediately prior to closing the transaction so that a current title investigation may be made to determine if there has been any change in the title. The Local Government will deliver properly executed instruments of conveyance that, together with any curative instruments found to be necessary as a result of the State's title

investigation, will properly vest good and indefeasible title in the State for each right of way parcel involved. The Local Government will also deliver to the State an owner's policy of title insurance for each parcel, except as otherwise specifically approved by the State. Upon payment to the property owner of the agreed purchase price, the Local Government is authorized and directed to secure for the State possession of each parcel in accordance with all applicable Federal and State laws governing relocation assistance, notices to vacate, and forcible detainer. The costs incidental to negotiation, title insurance, closing services, recording the right of way instruments, and securing possession of the parcels will be the responsibility of the Local Government. The costs of relocation assistance as authorized by applicable Federal and State laws will also be the responsibility of the Local Government.

8. Condemnation

Condemnation proceedings will be initiated at a time selected by the Local Government and will be the Local Government's responsibility at its own expense except as follows. The Local Government will obtain from the State without cost current title information and engineering data at the time condemnation is to be initiated. Except as set forth elsewhere in this agreement, the Local Government will concurrently file condemnation proceedings and a notice of lis pendens for each case in the name of the State, and in each case the judgment of the court will decree title and possession to the property condemned to the State. The Local Government may, as set forth in Article 11 (Excess Takings) and where it is determined to be necessary, enter condemnation proceedings in its own name. Property acquired in the Local Government's name for the State must comply with requirements set forth in the engineering data and title investigation previously furnished to the Local Government by the State when the Local Government conveys the property to the State.

9. Excess Takings

In the event the Local Government desires to acquire land in excess of that requested by the State for right of way purposes, the State's cost participation will be limited to the property needed for its purposes. If the Local Government elects to acquire the entire property, including the excess taking, by a single instrument of conveyance or in one eminent domain proceeding, the property involved will be acquired in the name of the Local Government and that portion requested by the State for right of way will be separately conveyed to the State by the Local Government. When the property is acquired by negotiation, the State's participation will be based on the State's approved value of that part of the property requested for right of way purposes, provided that the approved value does not exceed the actual payment made by the Local Government. When the property is acquired by condemnation, the State's participation will be in the proportionate part of the final judgment amount computed on the basis of the relationship of the State's approved value to the State's predetermined value for the whole property.

10. Improvements

- A. Property owners will be afforded an opportunity in the negotiations to retain any or all of their improvements in the right of way taking. In anticipation of the owner's desiring to retain improvements, the State's approved value will include the amounts by which the upper limit of State participation will be reduced for the retention. It is further agreed that the upper limit for the State's participation in the Local Government's cost for an improved parcel will be reduced as shown in the State's approved value where the owner retains an improvement that is to be moved by either the Local Government or the owner. If improvements are, in whole or part, a part of the right of way taking and are not retained by the owner, title is to be secured in the name of the State.
- B. The State will participate in the acquisition of a structure severed by the right of way line if the part of the house, building, or similar structure that lies outside the right of way cannot be reconstructed adequately or there is nothing but salvage left, provided that the State's value is established on this basis and provided that title to the entire structure is taken in the name of the State. The State shall dispose of all improvements acquired. The net revenue derived by the State from the disposition of any improvements sold will be credited to the cost of the right of way procured and shared with the Local Government.

11. Relocation of Utilities

The Local Government at its sole cost and expense shall be responsible for the adjustment, removal, or relocation of its own utility facilities in accordance with applicable State laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The State at its sole cost and expense shall adjust, remove or relocate all eligible utility facilities that are not owned by the Local Government. The term "utility" under this agreement shall include publicly, privately, and cooperatively owned utilities.

The Local government must obtain advance approval from the State for any variance from established procedures. Before a construction project is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is completed.

12. Fencing Requirements

- A. The Local Government may handle fencing through one of the following methods.
 - 1. The Local Government may pay the property owner for existing right of way fences based on the value those fences contribute to the part taken and damages for an unfenced condition resulting from the right of way taking, in which case the estimated value of those right of way fences and damages will be included in the recommended value and the approved value; or

2. The Local Government may perform the fencing on the property owner's remaining property.

13. Amendments

Amendments to this agreement due to changes in the character of the work, terms of the agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written supplemental agreement.

14. Notices

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, to the following addresses:

Local Government:	State:
City of Sherman	Director of Right of Way Division
Attn: City Manager	Texas Department of Transportation
P.O. Box 1106	125 E. 11 th Street
Sherman, TX 75091-1106	Austin, Texas 78701

All notices shall be deemed given on the date delivered or deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail and that request shall be honored and carried out by the other party.

15. Remedies

This agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this agreement and shall be cumulative.

16. Legal Construction

If one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provisions and this agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

17. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

18. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

19. Sole Agreement

This agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the subject matter of this agreement.

20. Ownership of Documents

Upon completion or termination of this agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction on a monthly basis as required by the State. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

21. Inspection of Books and Records

The Local Government shall maintain all books, papers, accounting records, and other documentation relating to costs incurred under this agreement and shall make those materials available to the State and, if federally funded, the Federal Highway Administration (FHWA) or their duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this agreement or until any impending litigation, or claims are resolved. Additionally, the State and FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

22. State Auditor

The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this agreement or indirectly through a subcontract under this agreement. Acceptance of funds directly under this agreement or indirectly through a

subcontract under this agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

23. Procurement and Property Management Standards

The parties shall adhere to the procurement standards established in Title 49 CFR §18.36 and with the property management standard established in Title 49 CFR §18.32.

24. Civil Rights Compliance

The parties to this agreement shall comply with the regulations of the U.S. Department of Transportation as they relate to nondiscrimination (49 CFR Part 21 and 23 CFR Part 200), and Executive Order 11246 titled "Equal Employment Opportunity," as amended by Executive Order 11375 and supplemented in the Department of Labor Regulations (41 CFR Part 60).

25. Applicability of Federal Provisions

Articles 29 through 34 only apply if Federal funding is used in the acquisition of right of way or the adjustment of utilities.

26. Office of Management and Budget (OMB) Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in OMB Circular A-87 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

27. Disadvantaged Business Enterprise (DBE) Program Requirements

- A.** The parties shall comply with the DBE Program requirements established in 49 CFR Part 26.
- B.** The Local Government shall adopt, in its totality, the State's federally approved DBE program.
- C.** The Local Government shall set an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
- D.** The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally -Approved Disadvantaged Business Enterprise by Entity and attachments found at web address http://txdot.gov/business/business_outreach/mou.htm.
- E.** The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-

assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC 3801 et seq.).

- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

28. Debarment Certification

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Local Government certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

29. Lobbying Certification

In executing this agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal,

amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 USC §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

30. Federal Funding Accountability and Transparency Act Requirements

- A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms:
<http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and
<http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>.
- B. The Local Government agrees that it shall:
 - 1. Obtain and provide to the State a Central Contracting Registry (CCR) number (Federal Acquisition Regulation, Part 4, Sub-part 4.1100) if this award provides for more than \$25,000 in Federal funding. The CCR number may be obtained by visiting the CCR web-site whose address is: <https://www.bpn.gov/ccr/default.aspx>;
 - 2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the Federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet on-line registration website <http://fedgov.dnb.com/webform>; and
 - 3. Report the total compensation and names of its top five (5) executives to the State if:
 - i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
 - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

31. Single Audit Report

- A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133.

County: Grayson
District: Paris
ROW CSJ # 2455-01-037 & 2455-01-039
CCSJ # 2455-01-031 & 2455-01-031
Federal Project #N/A
Federal Highway Administration
CFDA # 20.205
Not Research and Development

- B.** If threshold expenditures of \$750,000 or more are met during the Local Government's fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 E. 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at http://www.txdot.gov/contact_us/audit.htm.
- C.** If expenditures are less than \$750,000 during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Audit Office as follows: "We did not meet the \$750,000 expenditure threshold and therefore, are not required to have a single audit performed for FY _____."
- D.** For each year the project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

32. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

County: Grayson
District: Paris
ROW CSJ # 2455-01-037 & 2455-01-039
CCSJ # 2455-01-031 & 2455-01-031
Federal Project #N/A
Federal Highway Administration
CFDA # 20.205
Not Research and Development

THIS AGREEMENT IS EXECUTED by the State and the Local Government in duplicate.

THE LOCAL GOVERNMENT

Signature

Typed or Printed Name

Title

Date

THE STATE OF TEXAS

Rose Wheeler
Contracts & Finance Director
Right of Way Division
Texas Department of Transportation

Date

County: Grayson
District: Paris
ROW CSJ # 2455-01-037 & 2455-01-039
CCSJ # 2455-01-031 & 2455-01-031
Federal Project #N/A
Federal Highway Administration
CFDA # 20.205
Not Research and Development

**ATTACHMENT A
RESOLUTION OR ORDINANCE**

County: Grayson
District: Paris
ROW CSJ # 2455-01-037 & 2455-01-039
CCSJ # 2455-01-031 & 2455-01-031
Federal Project #N/A
Federal Highway Administration
CFDA # 20.205
Not Research and Development

ATTACHMENT B
LOCATION MAP SHOWING PROJECT

Agreement for Right of Way Procurement Local Government Performs Work Attachment C

Description	Total Estimated Cost	State Participation		Local Participation	
		%	Cost	%	Cost
Right of Way Acquisition	\$2,000,000	0%	\$0	100%	\$2,000,000
Reimbursable Utility Adjustments (Water and Sewer)	\$ 42,500	0%		100%	\$ 42,500
Reimbursable Utility Adjustments (Gas, Power, Communications and Unknown)	\$ 116,000	100%	\$116,000		
Relocation Eligible Expenses.	\$ 7,500	0%	\$0	100%	\$ 7,500
TOTAL	\$2,166,000		\$116,000		\$2,050,000

This is an estimate. The final amount of Local Government participation will be based on actual costs.

NOTWITHSTANDING, anything to the contrary set out in the Agreement for Right of Way Procurement to which this Attachment C is a part, all costs and expenses incurred by the Local Government for the acquisition of all right of way (including easements), any required utility adjustments, and all costs associated with condemnation proceedings, and all costs associated with relocation of property owners or tenants who have been determined to be displaced (including expenses associated with the relocation of personal property) shall be paid for by the Local Government without reimbursement by the State.

Project Breakdown of participation by CSJ:

	Acquisition	Utilities	Relocation	Total
ROW CSJ 2455-01-037	\$ 500,000	\$144,750.00	\$2,500	\$ 644,750
ROW CSJ 2455-01-039	<u>\$1,500,000</u>	<u>\$ 13,750.00</u>	<u>\$5,000</u>	<u>\$1,518,750</u>
	\$2,000,000	\$158,500.00	\$7,500	\$2,166,000

FM 1417 from Hwy. 82 to Hwy. 56



0 1,250 2,500 5,000 7,500 10,000 1 inch = 2,500 feet
Feet





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

D.3.

Meeting Date: 11/05/2018

Prepared By: Clint Philpott, Director of Engineering

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6419

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 a National Highway Project for Reconstruction and Widening from a 4-Lane to a 6-Lane On-System Highway (US 75 "The GAP" Project)

Issue:

To execute an Advance Funding Agreement (AFA) with the Texas Department of Transportation (TxDOT)

Background:

In 2016, TxDOT hired IEA Inc. (an Engineering Firm) to complete the schematic design of US 75 from FM 1417 north to FM 120. In December 2017, the Texas Transportation Commission awarded additional funding to finalize and reconstruct a section of the US 75 schematic design. The total project cost is estimated to be \$163 million. The additional funding includes improving the US 75 and US 82 intersection and reconstruction and widening of US 75 from a 4-lane to a 6-lane On-system Highway from FM 1417 north to SH 91. The project's state funding is contingent on local support. Last month, Grayson County approved just over \$4.6 million for this project. The City of Sherman's local match is \$8,086,168.00. This AFA is required in order to specify the financial requirement for each party.

Origination:

Engineering Department

Financial Consideration:

The maximum amount payable is \$8,086,168.00 for completion of this Contract. This amount includes only the construction portion of the project. The City will incur additional costs related to utility relocation as necessary. Funds for this project will be from a future Certificates of Obligation Bond issuance.

Staff Recommendation:

It is the staff's recommendation that the Council authorize the execution of the Advance Funding Agreement with TxDOT.

Alternatives:

Those as may be directed by the City Council

Attachments

Resolution No. 6419

AFA - US 75 "The GAP" Project

Location Map

RESOLUTION NO. 6419

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 A NATIONAL HIGHWAY PROJECT FOR RECONSTRUCTION AND WIDENING FROM A 4-LANE TO A 6-LANE ON-SYSTEM HIGHWAY (US 75 “THE GAP” PROJECT); FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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 documents being properly completed and approved as to form and content by the City Attorney, to execute an Advance Funding Agreement between the City of Sherman and the State of Texas, acting by and through the Texas Department of Transportation, for a National Highway Project for Reconstruction and Widening from a 4-lane to a 6-lane On-System Highway (US 75 “The GAP” Project), in accordance with the contract documents 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 _____, 2018.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

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

TxDOT:		Federal Highway Administration:	
CSJ #	0047-02-150 & 0047-03-087	CFDA No.	20.205
District #	01-Paris	CFDA Title	Highway Planning and Construction
Code Chart 64 #	39200		
Project Name	US 75 – Reconstruct & Widening from 4-Lane to 6-Lane	AFA Not Used For Research & Development	

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT
For A
National Highway project
To Reconstruction and Widening
from a 4-Lane to 6-Lane
On-System

THIS AGREEMENT is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the “State”, and the **City of Sherman**, acting by and through its duly authorized officials, called the “Local Government”. The State and Local Government shall be collectively referred to as “the parties” hereinafter.

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **115112 and 115291** authorizing the State to undertake and complete a highway improvement generally described as **Reconstruction and Widening of US 75 from a 4-Lane to 6-Lane** (Project), and

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution or ordinance dated **11/05/2018**, which is attached to and made a part of this Agreement as Attachment A, Resolution or Ordinance, for the improvement covered by this Agreement. A map showing the Project location appears in Attachment B, Location Map Showing Project (Attachment B), which is attached to and made a part of this Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

TxDOT:		Federal Highway Administration:	
CSJ #	0047-02-150 & 0047-03-087	CFDA No.	20.205
District #	01-Paris	CFDA Title	Highway Planning and Construction
Code Chart 64 #	39200		
Project Name	US 75 – Reconstruct & Widening from 4-Lane to 6-Lane	AFA Not Used For Research & Development	

AGREEMENT

1. Responsible Parties:

The parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

1.	State	Utilities	Article 8
2.	State	Environmental Assessment and Mitigation	Article 9
3.	State	Architectural and Engineering Services	Article 11
4.	State	Construction Responsibilities	Article 12
5.	State	Right of Way and Real Property	Article 14

2. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

3. Scope of Work

US 75 from SH 91 (Taylor) to FM 1417: Reconstruct and widening from 4 – Lane to 6 – Lane as shown on Attachment B.

4. Project Sources and Uses of Funds

The total estimated cost of the Project is **\$163,021,471.49** as shown in Attachment C, Project Budget, (Attachment C) which is attached to and made a part of this Agreement.

- A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled “Local Government Project Procedures and Qualification for the Texas Department of Transportation” and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.
- B. The expected cash contributions from the federal government, the State, the Local Government, or other parties are shown in Attachment C. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission. The State and the federal government will not reimburse the Local Government for any

TxDOT:		Federal Highway Administration:	
CSJ #	0047-02-150 & 0047-03-087	CFDA No.	20.205
District #	01-Paris	CFDA Title	Highway Planning and Construction
Code Chart 64 #	39200		
Project Name	US 75 – Reconstruct & Widening from 4-Lane to 6-Lane	AFA Not Used For Research & Development	

- work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration (FHWA). After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.
- C. Attachment C shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.
 - D. The State will be responsible for securing the federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.
 - E. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. Where Special Approval has been granted by the State under 43 TAC §15.52, the Local Government shall only in that instance be responsible for overruns in excess of the amount specified in Attachment C to be paid by the Local Government.
 - F. If the Project has been approved for a specified percentage or a periodic payment non-standard funding or payment arrangement under 43 TAC §15.52, the budget in Attachment C will clearly state the specified percentage or the periodic payment schedule.
 - G. When Special Approval has been granted by the State so that the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of those amounts.
 - H. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment C. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering performed or reviewed by the State for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.
 - I. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.
 - J. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided

TxDOT:		Federal Highway Administration:	
CSJ #	0047-02-150 & 0047-03-087	CFDA No.	20.205
District #	01-Paris	CFDA Title	Highway Planning and Construction
Code Chart 64 #	39200		
Project Name	US 75 – Reconstruct & Widening from 4-Lane to 6-Lane	AFA Not Used For Research & Development	

- by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.
- K. The State will not pay interest on any funds provided by the Local Government.
 - L. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the local Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.
 - M. If the Local government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.
 - N. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by the State no more frequently than monthly, and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.
 - O. Upon completion of the Project, where Special Approval has been granted by the State under 43 TAC 15.52, the State will perform a final accounting of the Project costs. Any funds due by the Local Government, the State, or the federal government will be promptly paid by the owing party.
 - P. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
 - Q. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

5. Termination of This Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

- A. The Agreement is terminated in writing with the mutual consent of the parties;
- B. The Agreement is terminated by one party because of a breach, in which case any costs incurred because of the breach shall be paid by the breaching party;
- C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or

TxDOT:		Federal Highway Administration:	
CSJ #	0047-02-150 & 0047-03-087	CFDA No.	20.205
District #	01-Paris	CFDA Title	Highway Planning and Construction
Code Chart 64 #	39200		
Project Name	US 75 – Reconstruct & Widening from 4-Lane to 6-Lane	AFA Not Used For Research & Development	

D. The Project is inactive for thirty-six (36) consecutive months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this Agreement.

6. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

7. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

8. Utilities

The party named in Article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or State funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is completed.

9. Environmental Assessment and Mitigation

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects. The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
- B. The cost of any environmental problem's mitigation and remediation.
- C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of the Project schematic.
- D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

TxDOT:		Federal Highway Administration:	
CSJ #	0047-02-150 & 0047-03-087	CFDA No.	20.205
District #	01-Paris	CFDA Title	Highway Planning and Construction
Code Chart 64 #	39200		
Project Name	US 75 – Reconstruct & Widening from 4-Lane to 6-Lane	AFA Not Used For Research & Development	

10. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

11. Architectural and Engineering Services

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable State's *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the State highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the State highway system, the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if the Project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the State. All professional services contracts must be reviewed and approved by the State prior to execution by the Local Government.

12. Construction Responsibilities

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
- B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.
- C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.
- D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.
- E. Upon completion of the Project, the party constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion and

TxDOT:		Federal Highway Administration:	
CSJ #	0047-02-150 & 0047-03-087	CFDA No.	20.205
District #	01-Paris	CFDA Title	Highway Planning and Construction
Code Chart 64 #	39200		
Project Name	US 75 – Reconstruct & Widening from 4-Lane to 6-Lane	AFA Not Used For Research & Development	

submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.

- F. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

13. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the State highway system after completion of the work if the work was on the State highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

14. Right of Way and Real Property

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the provision and acquisition of any needed right of way or real property.

15. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

16. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	State:
City of Sherman ATTN: City Manager 220 W. Mulberry Street Sherman, Texas 75090	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11 th Street Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that

TxDOT:		Federal Highway Administration:	
CSJ #	0047-02-150 & 0047-03-087	CFDA No.	20.205
District #	01-Paris	CFDA Title	Highway Planning and Construction
Code Chart 64 #	39200		
Project Name	US 75 – Reconstruct & Widening from 4-Lane to 6-Lane	AFA Not Used For Research & Development	

notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

17. Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

18. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

19. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction on a monthly basis as required by the State. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

20. Compliance with Laws

The parties to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

21. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

22. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the cost principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

23. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement standards established in Title 49 CFR §18.36, to the property management standards established in 2 CFR 200, Uniform

TxDOT:		Federal Highway Administration:	
CSJ #	0047-02-150 & 0047-03-087	CFDA No.	20.205
District #	01-Paris	CFDA Title	Highway Planning and Construction
Code Chart 64 #	39200		
Project Name	US 75 – Reconstruct & Widening from 4-Lane to 6-Lane	AFA Not Used For Research & Development	

Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government's procurement procedures for purchases to be eligible for state or federal funds.

24. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for three (3) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

25. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

- A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.
- B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the

TxDOT:		Federal Highway Administration:	
CSJ #	0047-02-150 & 0047-03-087	CFDA No.	20.205
District #	01-Paris	CFDA Title	Highway Planning and Construction
Code Chart 64 #	39200		
Project Name	US 75 – Reconstruct & Widening from 4-Lane to 6-Lane	AFA Not Used For Research & Development	

FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

- E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
2. cancelling, terminating, or suspending of the Agreement, in whole or in part.

- F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

26. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects).
- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E. The Age Discrimination Act of 1975, as amended, (49 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).

TxDOT:		Federal Highway Administration:	
CSJ #	0047-02-150 & 0047-03-087	CFDA No.	20.205
District #	01-Paris	CFDA Title	Highway Planning and Construction
Code Chart 64 #	39200		
Project Name	US 75 – Reconstruct & Widening from 4-Lane to 6-Lane	AFA Not Used For Research & Development	

- H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- I. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

27. **Disadvantaged Business Enterprise (DBE) Program Requirements**

If federal funds are used:

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State’s federally approved DBE program.
- C. The Local Government shall incorporate into its contracts with subproviders an appropriate DBE goal consistent with the State’s DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall submit its proposed scope of services and quantity estimates to the State to allow the State to establish a DBE goal for each Local Government contract with a subprovider. The Local Government shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State’s DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation’s Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State’s DBE program, as required by 49 CFR Part 26

TxDOT:		Federal Highway Administration:	
CSJ #	0047-02-150 & 0047-03-087	CFDA No.	20.205
District #	01-Paris	CFDA Title	Highway Planning and Construction
Code Chart 64 #	39200		
Project Name	US 75 – Reconstruct & Widening from 4-Lane to 6-Lane	AFA Not Used For Research & Development	

and as approved by DOT, is incorporated by reference in this Agreement.

Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.*

28. Debarment Certifications

If federal funds are used, the parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a subcontract or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

29. Lobbying Certification

If federal funds are used, in executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

TxDOT:		Federal Highway Administration:	
CSJ #	0047-02-150 & 0047-03-087	CFDA No.	20.205
District #	01-Paris	CFDA Title	Highway Planning and Construction
Code Chart 64 #	39200		
Project Name	US 75 – Reconstruct & Widening from 4-Lane to 6-Lane	AFA Not Used For Research & Development	

- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

30. **Federal Funding Accountability and Transparency Act Requirements**

If federal funds are used, the following requirements apply:

- A. Any recipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This Agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.
- B. The Local Government agrees that it shall:
 - 1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than \$25,000 in federal funding. The SAM number may be obtained by visiting the SAM website whose address is: <https://www.sam.gov/portal/public/SAM/>
 - 2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
 - 3. Report the total compensation and names of its top five executives to the State if:
 - i. More than 80% of annual gross revenues are from the federal government, and those revenues are greater than \$25,000,000; and
 - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

31. **Single Audit Report**

If federal funds are used:

- A. The parties shall comply with the single audit report requirements stipulated in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- B. If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable)

TxDOT:		Federal Highway Administration:	
CSJ #	0047-02-150 & 0047-03-087	CFDA No.	20.205
District #	01-Paris	CFDA Title	Highway Planning and Construction
Code Chart 64 #	39200		
Project Name	US 75 – Reconstruct & Widening from 4-Lane to 6-Lane	AFA Not Used For Research & Development	

to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division by email at singleaudits@txdot.gov.

- C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the \$ _____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____."
- D. For each year the Project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the Agreement, unless otherwise amended or the Project has been formally closed out and no charges have been incurred within the current fiscal year.

32. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

THIS AGREEMENT IS EXECUTED by the State and the Local Government.

THE STATE OF TEXAS	THE LOCAL GOVERNMENT
Signature	Signature
Kenneth Stewart	Robby Hefton
Typed or Printed Name	Typed or Printed Name
Director of Contract Services	Sherman – City Manager
Typed or Printed Title	Typed or Printed Title
Date	Date

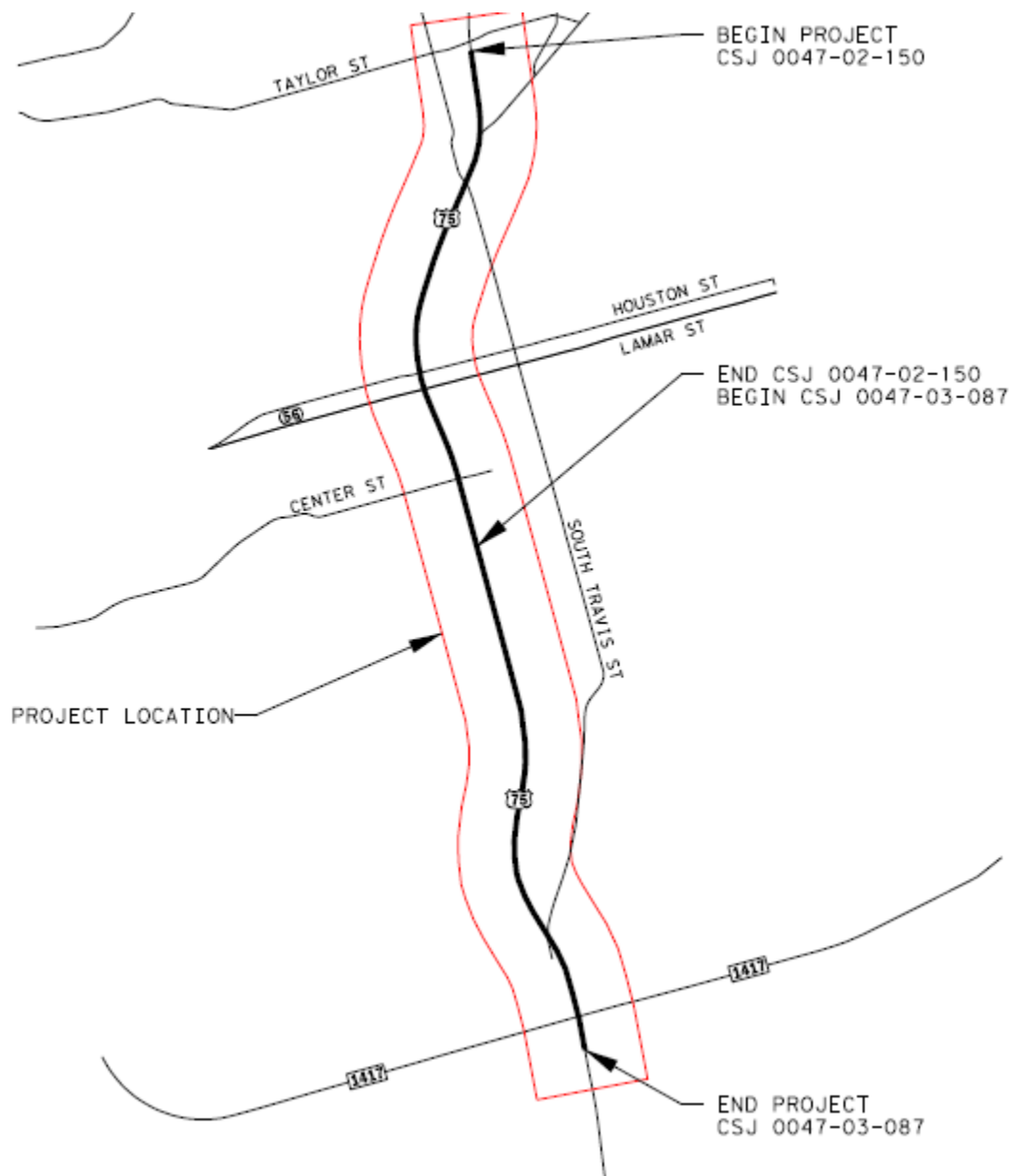
TxDOT:		Federal Highway Administration:	
CSJ #	0047-02-150 & 0047-03-087	CFDA No.	20.205
District #	01-Paris	CFDA Title	Highway Planning and Construction
Code Chart 64 #	39200		
Project Name	US 75 – Reconstruct & Widening from 4-Lane to 6-Lane	<i>AFA Not Used For Research & Development</i>	

ATTACHMENT A
RESOLUTION OR ORDINANCE

TxDOT:		Federal Highway Administration:	
CSJ #	0047-02-150 & 0047-03-087	CFDA No.	20.205
District #	01-Paris	CFDA Title	Highway Planning and Construction
Code Chart 64 #	39200		
Project Name	US 75 – Reconstruct & Widening from 4-Lane to 6-Lane	AFA Not Used For Research & Development	

ATTACHMENT B

LOCATION MAP SHOWING PROJECT



TxDOT:		Federal Highway Administration:	
CSJ #	0047-02-150 & 0047-03-087	CFDA No.	20.205
District #	01-Paris	CFDA Title	Highway Planning and Construction
Code Chart 64 #	39200		
Project Name	US 75 – Reconstruct & Widening from 4-Lane to 6-Lane	AFA Not Used For Research & Development	

ATTACHMENT C

PROJECT BUDGET

Construction costs will be allocated based on applicable Federal/State funding and a fixed amount of Local Government funding. The State will then be responsible for 100% of the costs.

Description	Total Estimated Cost	Federal Participation Cost	State Participation Cost	Local Participation Cost
Construction (State)	\$135,359,528.00	\$101,818,688.00	\$25,454,672.00	\$8,086,168.00
Subtotal	\$135,359,528.00	\$101,818,688.00	\$25,454,672.00	\$8,086,168.00
Environmental Direct State Costs	\$14,446.33	\$11,557.06	\$2,889.27	\$0
Right of Way Direct State Costs	\$4,000,000.00	\$3,200,000.00	\$800,000.00	\$0
Engineering Direct State Costs	\$3,684,252.07	\$2,947,401.66	\$736,850.41	\$0
Utility Direct State Costs	\$1,000,000.00	\$800,000.00	\$200,000.00	\$0
Construction Direct State Costs	\$11,500,000.00	\$9,200,000.00	\$2,300,000.00	\$0
Indirect State Costs	\$7,463,245.09	\$5,970,596.07	\$1,492,649.02	\$0
TOTAL	\$163,021,471.49	\$123,948,242.79	\$30,987,060.70	\$8,086,168.00

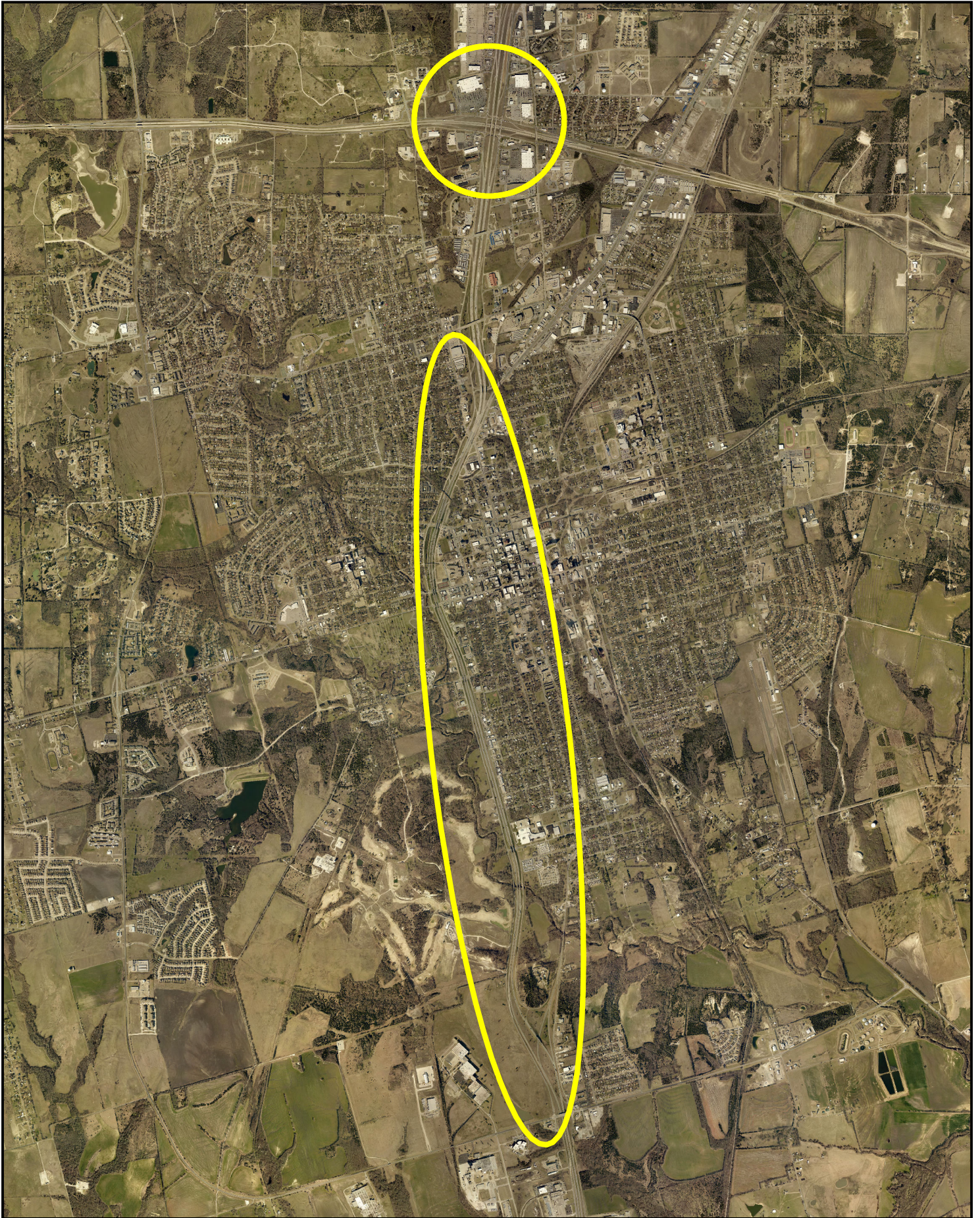
Initial payment by the Local Government to the State: \$8,086,168.00.

Payment by the Local Government to the State before construction: \$8,086,168.00.

Total payment by the Local Government to the State: \$8,086,168.00.

The total amount of Local Government participation shall not exceed the amount appearing above.

Highway 75



0 1,300 2,600 5,200 7,800 10,400
Feet 1 inch = 3,500 feet





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

D.4.

Meeting Date: 11/05/2018

Prepared By: Clint Philpott, Director of Engineering

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6420

Authorizing Execution of a Development Agreement with 300 Sherman, LP for the Construction of Public Facilities in Quail Run, Phase One, a 17.492-acre Development west of F.M. 1417 along Quail Run Road in the City of Sherman

Issue:

The construction of public facilities in Quail Run, Phase One, a 17.492-acre development west of F.M. 1417 along Quail Run Road in the City of Sherman

Background:

300 Sherman, LP proposes to construct a 17.492-acre development west of F.M. 1417 along Quail Run Road, which includes the construction of streets, storm water, water and sanitary sewer mains, a public park, and drainage improvements.

Origination:

Engineering Department

Financial Consideration:

The development fee to be paid by the developer for public inspection will be \$42,006.65. Upon substantial completion and adoption of the public improvements by the City, the Developer will be reimbursed \$250,000.00 for the public park and public drainage improvements on the property.

Staff Recommendation:

Staff recommends approval and execution of the Development Agreement.

Alternatives:

As directed by the City Council

Attachments

Resolution No. 6420
Development Agreement
Aerial Location Map

RESOLUTION NO. 6420

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A DEVELOPMENT AGREEMENT WITH 300 SHERMAN, LP FOR THE CONSTRUCTION OF PUBLIC FACILITIES IN QUAIL RUN, PHASE ONE, A 17.492-ACRE DEVELOPMENT WEST OF F.M. 1417 ALONG QUAIL RUN ROAD 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 300 Sherman, LP for the construction of public facilities in Quail Run, Phase One, a 17.492-acre development west of F.M. 1417 along Quail Run Road in the City of Sherman, in accordance with all contract documents attached hereto and made a part hereof for all purposes.

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

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

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

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

STATE OF TEXAS §
 §
COUNTY OF GRAYSON §

**DEVELOPMENT AGREEMENT BETWEEN
THE CITY OF SHERMAN AND 300 SHERMAN, LP**

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2018 (the "Effective Date"), by and among the City of Sherman ("City"), a municipal corporation organized under the laws of the State of Texas, 300 Sherman, LP, ("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, and described to the City by the Developer as Quail Run, Phase I, and attached hereto and made a part hereof as if fully set out in this paragraph as Exhibit "A" and hereinafter referred to as the "Property", and 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 submitted by the Developer as a part of the public facilities of the City, as indicated in Paragraph 2 of Article I; 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 applicable facilities so that the occupants of the improvements on the Property will receive City services;

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 a form and substance satisfactory to City with respect to the Property, which opinion shall include a current report on the status of the title, setting out 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 the subdivision plat of the Property (the "plat") and all plans and specifications (the "plans") for the streets, utilities and other improvements to be developed on the Property (collectively the "Project") as part of the public facilities of the City, to be prepared by a Registered Professional Engineer and that Plat and Plans accurately depict such subdivision and the improvements comprising the Project. 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:** Upon the execution of this Agreement, Plat, Plans, and orders of the City Planning and Zoning Commission and the City Council, made in connection with the approval of the subdivision depicted on the Plat (hereinafter the "Subdivision") are 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 the contract, as applicable to the Subdivision; and all of the work of the Project 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 a part thereof 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 improvements provided in the Development Documents. Improvements consisting of a Public Park and Public Drainage Improvements will also be delivered to the City free and clear of all liens and costs. Reimbursement for said portions of Quail Run Road, the Public Park and the Public Drainage Improvements will be further described in Section 13 of this Agreement.
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. **Performance Bond:** No work shall be performed within the Subdivision until directed by the City Manager or until the Developer presents to the City Manager a satisfactory Performance Bond and a Payment Bond, as provided by Chapter 2253 of the Texas Government Code, from the Contractor in favor of the Developer and the City. The City at its own election may waive this bonding requirement. If required, such bond shall be made for 100% of the contract price for all streets and utilities and public works to be installed in the Subdivision, and shall be in a form containing all other provisions set forth

in Chapter 2253 of the Texas Government Code, including, but not limited to, Section 2253.021 of that Chapter.

7. **Failure to Complete Development:** If the Developer does not complete the Improvements contained in the Development Documents on or before November, 2019, City may, at its election, use the Performance Bond to complete such Improvements. The date in this Paragraph may be extended by the mutual agreement of the parties. Such extension shall be in writing, as provided in Paragraph 14 of Article II.
8. **Availability of Public Facilities:** No public facilities will be made available to any lot within any segment of this Subdivision until the work on each segment is performed and approved as agreed upon in this Agreement.
9. **Registered Civil Engineer:** All of the plans and specifications for the improvements herein mentioned in the Development Documents, shall be prepared by a Registered Professional Civil Engineer, and all of the improvements shall be built under the supervision of such engineer, and the engineer shall certify to the City that, as each segment is built, such segment as built is true and correct in accordance with the plans and specifications, and that the same was built under his supervision, and the certificate shall be signed and sealed by such engineer. All of the expense of such engineering shall be paid for by the Developer.
10. **City Engineer:** Before work is begun on any 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 improvement constructed underground shall be covered by the Developer until inspected by the City Engineer and approved by him. At any time any construction is contrary to the plans and specifications, 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.
11. **Coordination of Work:** The work will be coordinated between the City and the Developer so that the utilities will be in place before the permanent improvements are installed.
12. **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.
13. **Fees:** Other 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. Upon substantial completion and acceptance by the City, Developer will receive a one-time payment of \$250,000.00 for reimbursement for the installation of a portion of Quail Run Road, the Public Park and the Public Drainage Improvements.

14. **Guarantee or Maintenance Bond:**

- A. If, within one year after the acceptance, defects should appear in the materials or workmanship, the Developer shall have such defects promptly repaired at its own expense, and shall leave the work as intended by the plans and specifications. This guarantee will apply to all parts of the work 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 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 improvements contained in the Development Documents.

15. **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.

16. **Other Provisions:**

- A. Upon Completion of the Subdivision one electronic copy and one set of reproducible "Record" drawings will be supplied to the City.
- B. The Developer shall pay to the City an engineering plan review, inspection, and testing fee of \$42,006.65.
- 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 relative to infrastructure dedicated to the City are exempt from state and local sales tax in accordance with Texas Tax Code §§151.309 and 151.311.

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.
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:

DESIGNEE: Clint Philpott, P.E.
ADDRESS: 220 W. Mulberry Street
Sherman, TX 75090
PHONE: 903-892-7327
FAX: 903-870-7802

DEVELOPER:

DESIGNEE: Kelvin Hoang
ADDRESS: 12700 Hillcrest, #125
Dallas, TX 75230
PHONE: 214-650-4559
FAX: _____

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 _____ 2018, with an original to each party.

Developer: 300 SHERMAN, LP

BY: _____
NAME: Kelvin Hoang
TITLE: Managing Partner

ATTEST: **BY:** _____
NAME: _____
TITLE: _____

CITY: CITY OF SHERMAN

BY: _____
NAME: Robby Hefton
TITLE: City Manager

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

APPROVAL RECOMMENDED:

Clint Philpott, P.E. / Director Engineering

APPROVED AS TO FORM:

Brandon S. Shelby, City Attorney

Quail Run, Phase One



0 305 610 1,220 1,830 2,440 1 inch = 600 feet
Feet





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

D.5.

Meeting Date: 11/05/2018

Prepared By: Steve Ayers, Assistant City Manager

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6421

Awarding a Bid to and Authorizing Execution of a Contract with Garrett Demolition, Inc. based on a Request for Proposals for the Building Demolition of Fire Station No. 4

Issue:

To consider awarding a bid to and authorizing execution of a contract with Garrett Demolition, Inc. of Burleson, Texas, based on a request for proposals, for the demolition of Fire Station No. 4.

Background:

The City placed a public request for competitive, sealed bids for demolition services relating to Fire Station No. 4. City staff received and opened four (4) sealed bids on October 24, 2018, at 2 p.m. Garrett Demolition, Inc. of Burleson, Texas, received the highest valuation, based on proposed experience, references, and pricing. The submitted bid by Garrett Demolition, Inc. was for the lump sum price of \$64,475.00.

Origination:

City Manager's Office

Financial Consideration:

Tax Increment Reinvestment Zone (TIRZ) No. 7

Staff Recommendation:

It is recommended that the bid be awarded for the demolition of the former, vacant Fire Station No. 4 to Garrett Demolition, Inc. of Burleson, Texas, in the amount of \$64,475.00. 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. 6421
Demolitiion Contract
Bid Tabulation
Aerial Location Map

RESOLUTION NO. 6421

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH GARRETT DEMOLITION, INC. BASED ON A REQUEST FOR PROPOSALS FOR THE BUILDING DEMOLITION OF FIRE STATION NO. 4; 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 Garrett Demolition, Inc. of Burleson, Texas, be and is hereby awarded the bid and the City of Sherman hereby approves the contract with Garrett Demolition, Inc. in the amount of Sixty-Four Thousand Four Hundred Seventy-Five Dollars and No Cents (\$64,475.00) for the building demolition of Fire Station No. 4.

SECTION 2. 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 Garrett Demolition, Inc. for demolition of the aforementioned structure, in accordance with all contract documents to be attached hereto and made a part hereof for all purposes.

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

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

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

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

DEMOLITION AGREEMENT
(Lump Sum)

THIS DEMOLITION AGREEMENT ("Agreement") is made and entered into effective as of the ____ day of _____, 2018, by and between **City of Sherman**, ("Owner"), and Garrett Demolition, Inc. ("Contractor").

1. **Contract Documents.** The "Contract Documents" consist of this Agreement, Contractor's Proposal attached as **Exhibit "A"** hereto, and all Change Orders issued by Owner in writing after the execution of this Agreement. These form the contract between the parties, and all are fully a part of the contract as if attached to this Agreement or repeated herein. If anything in the Contract Documents is inconsistent with this Agreement, this Agreement shall control.

2. **The Work.** Contractor agrees to provide all labor, materials, supervision, equipment, machinery, tools, facilities, services, employee training, hoisting facilities, storage, security, transportation, disposal, permits and any other items necessary to timely and fully complete the work described in the Contract Documents (hereinafter referred to as the "Work"). All Work shall be performed in strict accordance with the Contract Documents and signed Demolition Proposal presented by Contractor.

3. **Time of Commencement and Completion.** The Work shall commence and be completed in accordance with the timeline set forth in the Contractor's Proposal.

4. **Contractor's Compensation.** In consideration of Contractor's performance of the Work in accordance with the Contract Documents, and subject to the full satisfaction and acceptance of Owner, Owner shall pay Contractor the lump sum of **Sixty-Four Thousand Four Hundred Seventy-Five** and No/100 Dollars **(\$64,475.00)** ("Contractor's Compensation"). Contractor's Compensation shall be payable to Contractor upon completion but no later than thirty (30) days after the Work has been completed and accepted by Owner. A 1.5% monthly finance charge or maximum allowed by law on amounts past due 30 days could be assessed. Owner to pay costs and expenses, including reasonable attorneys' fees, incurred by Garrett Demolition should collection proceedings be necessary. If necessary, a Mechanic's lien may be filed as part of the collections process.

After completion of project, payment and at Owner's request, the Contractor will supply copies of issued permit(s), when applicable, and results of all required inspections.

5. **Contractor.**

5.1 Contractor shall supervise and direct the Work, using Contractor's best skill and attention, and Contractor shall be solely responsible for all construction means, methods, and techniques. Contractor shall furnish all labor, materials, equipment, tools, construction equipment and machinery, transportation, and other facilities and services necessary to complete the Work in a first class and workmanlike manner in strict accordance with the Contract Documents. Contractor accepts the relationship of trust and confidence established between Owner and Contractor by this Agreement. Contractor represents, covenants and agrees to perform the Work in the best way and in the most expeditious and economical manner consistent with the interests of Owner.

5.2 Contractor shall secure and pay for the demolition permit(s) (unless otherwise specified by Owner) and all other permit(s), licenses and inspections necessary for the proper execution and completion of the Work. Contractor shall give all notices and comply with all laws, ordinances, rules, regulations, statutes, policies and orders of any public authority bearing on the performance of the Work including, without limitation, those laws, ordinances, rules, regulations, statutes, policies and orders relating to health, safety and the environment, and shall promptly notify Owner if the Contract Documents are at variance therewith.

5.3 Contractor shall at all times keep the premises in a neat and orderly. At the completion of the Work, Contractor shall remove all such waste, materials and rubbish from and about the premises, as well as Contractor's tools, construction equipment, machinery and surplus materials.

5.4 Reserved.

6. **Payments and Completion.** Payment may NOT be withheld unless: (1) defective Work that Owner brought to Contractor's attention either during or immediately after completion but prior to demobilization, is not remedied,

(2) work as set forth within proposal has not been completed, or (3) on account of damage to Owner's property due to Contractor's fault or negligence. The acceptance of full payment by Contractor shall constitute a waiver of all claims by Contractor in connection with the Work.

7. **INDEMNIFICATION.** TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND, PROTECT AND HOLD HARMLESS OWNER, OWNER'S REPRESENTATIVE (COLLECTIVELY, "INDEMNITEES") FOR, FROM AND AGAINST ANY AND ALL CLAIMS AND LIABILITIES (INCLUDING, WITHOUT LIMITATION, CLAIMS AND LIABILITIES RELATING TO PERSONAL INJURY, BODILY INJURY OR PROPERTY DAMAGE), DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO THIS AGREEMENT OR THE WORK (INCLUDING, WITHOUT LIMITATION, ANY FAILURE BY CONTRACTOR TO PROPERLY PERFORM THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS, OR NEGLIGENCE OR MISCONDUCT OF CONTRACTOR OR CONTRACTOR'S OFFICERS, AGENTS, EMPLOYEES, OR SUBCONTRACTORS), PROVIDED, HOWEVER, FOR CLAIMS OR LIABILITIES ARISING FROM THE BODILY INJURY OR DEATH OF AN EMPLOYEE OF CONTRACTOR OR AN EMPLOYEE OF A SUBCONTRACTOR OF ANY TIER, THE FOREGOING INDEMNITY OBLIGATIONS SHALL APPLY **EVEN IF SUCH CLAIMS OR LIABILITIES ARE CAUSED IN PART BY THE NEGLIGENCE OF ANY INDEMNITEE (BUT NOT INCLUDING THE SOLE NEGLIGENCE OF AN INDEMNITEE)**; PROVIDED, HOWEVER, THAT THE CONTRACTOR'S OBLIGATION TO INDEMNIFY THE INDEMNITEES SHALL NOT EXCEED THE SUM OF FIVE MILLION AND NO/100 DOLLARS (\$5,000,000.00).

8. **Insurance.** Contractor shall maintain (a) Workers' Compensation Insurance in an amount not less than the applicable statutory limits and Employer's Liability Insurance in an amount not less than \$1,000,000, (b) Comprehensive Automobile Liability Insurance in an amount not less than \$1,000,000 combined single limit, (c) Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence.

9. **Changes in the Work.** Owner may request additional work. All request for additional work must be in writing. No additional work shall be done until a signed Change Order reflecting the scope of additional work and compensation is received in the office of Garrett Demolition. Unless major deductions in Work are requested in writing prior to work starting, deduction in compensation will not be offered for any reason.

10. **Correction of Work.** Contractor shall promptly correct, at its sole expense and without reimbursement by Owner, any Work found to be defective or failing to conform to the Contract Documents either prior to completion of work or immediately after completion but prior to demobilization. It is the Owner's or Owner's Representative's responsibility to bring defects to the contractor's attention. If the Owner or Owner's Representative have knowledge of work that is defective or non-conforming to Contract Documents and fails to bring it to the contractor's attention prior to completion and/or demobilization no corrective work will be done nor will a deduction in cost be given. If defects are discovered after completion and corrective work is requested after demobilization a remobilization fee could be assessed. After 10 days of completion no corrective work will be done.

11. **Termination/Forfeiture of Contract.**

11.1 Owner may, at any time, terminate for its own convenience. In case of such termination occurs, Owner must notify Garrett Demolition in writing immediately. Once termination notification is received all work shall be halted immediately and no other work will be conducted. If any part or all of the Work is so terminated, Contractor shall be entitled to payment for costs directly related to Work performed by the Contractor including but not limited to reasonable cancellation charges of subcontractors, administrative cost for file preparation, preparing documents required to pull permits, cost of permits (if already approved & paid for), picking up issued permits, posting permits, pre-demo site visits, utility verifications, line locates, etc.

11.2 If for any reason the contract is forfeited or breached by the Owner or Owner's Representatives, they will still be contractually responsible for any cost incurred by Garrett Demolition, Inc. including but not limited to administrative cost for file preparation, preparing documents required to pull permits, cost of permits (if already approved & paid for), picking up issued permits, posting permits, pre-demo site visits, utility verifications, line locates, etc.

12. **Notices.** For purposes of this Agreement, notices and all other communications provided for herein must be in writing, addressed as set forth below to the party to whom the notice or request is given, and must be either (a) delivered personally, (b) sent by United States certified mail, postage prepaid, return receipt requested, (c) placed in the custody of Federal Express Corporation or other nationally recognized overnight carrier for next day delivery, (d) sent via facsimile (fax) transmission to the facsimile number set forth below or (e) sent via electronic mail (email) to the address set forth below. Notice will be deemed given when received. From time to time either party may designate another address, telephone number or facsimile number within the 48 contiguous United States of America for all purposes of this Agreement by giving the other party at least ten (10) days prior written notice of such designation in accordance with the provisions hereof.

Owner: City of Sherman
PO Box 1106
Sherman, Texas 75091

Contractor: Garrett Demolition, Inc.
PO Box 633
Burleson, Texas 76097
Fax: 817.426.2307
Email: melinda@garrettdemo.com

13. **Owner's Representative.** **Mike Grant** is hereby designated as "Owner's Representative" with respect to the Work; provided, however, that Owner may at any time designate another party as Owner's Representative. All communications to Owner shall be through Owner's Representative.

14. **Independent Contractor.** It is understood that the relationship of Contractor to Owner shall be that of an independent contractor. Nothing contained herein or inferable here from shall be deemed or construed (a) to make Contractor the agent, servant, or employee of Owner, or (b) to create any partnership, joint venture, or other association between Owner and Contractor.

15. **Confidentiality and Return of Documents.** In connection with Contractor's performance of the Work, Contractor may have access to information relating to Owner, Owner's family and Owner's business interests ("Information"). In addition, Contractor will have access to materials, records, data, drawings, specifications, engineering documents and other documents produced by, or coming into the possession of Contractor or its subcontractors in connection with the performance of the Work ("Documents"). All Information and Documents shall be maintained in absolute confidence, and Contractor shall not at any time, without Owner's prior written consent, duplicate, publicize, or divulge to anyone any portion of such Information and Documents, except for the purpose of carrying out the Work pursuant to this Agreement. The Information and Documents shall be and shall remain the property of Owner, and Contractor shall promptly deliver to Owner the originals and all copies of the Documents, whether supplied to it by Owner or produced by it or its subcontractors, upon termination of this Agreement for any reason or upon completion of the Work. The provisions of this paragraph will survive the termination of this Agreement.

16. **Other Conditions and Provisions.** The execution of this Agreement by Contractor shall constitute a representation and warranty that it has reviewed and inspected the Work premises in connection with the Work and its inspection is sufficient to have enabled Contractor to determine the cost of the Work in order to enter into this Agreement. This Agreement (including the other Contract Documents) contains the entire agreement between the parties. All prior negotiations between the parties are merged into this Agreement, and there are no understandings or agreements other than those incorporated or referred to herein. This Agreement may not be modified except by an instrument in writing signed by the parties hereto. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement or any other Contract Documents, the prevailing party shall be entitled to reasonable attorneys' fees, costs, and necessary disbursements in addition to any relief to which it may be entitled. **This Agreement shall be construed in accordance with and governed by the law of the state in which the project is located. The parties hereto hereby agree that venue of any action under this Agreement shall be exclusively in the state courts of the county where the project (of which the Work may be a whole or a part) is located, it being understood that this Agreement is accepted and entered into and performable in said county.** This Agreement may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original, but which together shall constitute one and the same instrument.

[Signatures on following page]

Executed by the parties to be effective as of the date first written above.

OWNER:

Signature: _____

Printed Name: _____

Title: _____

Date: _____

CONTRACTOR:

Garrett Demolition, Inc.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

RFP No. 2019-01

BUILDING DEMOLITION SERVICES



Prepared for:

Finance Department

Attn: Craig Long

405 N. Rusk Street

Sherman, Texas 75091

Prepared by:

Garrett Demolition, Inc

Mr. Bradley Garrett

PO Box 633

Burleson, TX 76097



PO Box 633, Burleson, TX 76097 • Office 817.426.0082 • Fax 817.426.2307
www.garrettdemolition.com

Proposal For:
Demolition of Commercial Structure
Fire Station # 4
102 East FM 1417
Sherman, Texas

October 24, 2018

City of Sherman
Craig Long
903.892.7215 Phone
craigl@ci.sherman.tx.us

Demolition of Commercial Structure Fire Station # 4 located at 102 E. FM 1417, Sherman, Texas

Garrett Demolition hereby proposes to furnish all materials, labor, and equipment to perform all work required for the demolition of said property, in accordance with all local, state and federal regulations, for the following sum:

Description of Items		Unit Price	Total Amount	Days to Complete
Demolition Base Bid	Lump Sum	\$64,475.00	\$64,475.00	10 working days or less, weather permitting
GRAND TOTAL ALL ITEMS			\$64,475.00	

Garrett Demolition has visited the project site and understands the scope of work required to complete this project, per the specifications discussed and this Proposal is made in accordance with said specifications.

If awarded the contract, Garrett Demolition, Inc. agrees to execute a satisfactory Construction Contract and provide proof of insurance coverage with the Owner and/or Owner's Representative for the entire work within 5 days after the notice of award.

Furthermore, Garrett Demolition, Inc. agrees to complete the project excluding delays due to inclement weather and/or muddy ground conditions in **Ten (10)** working days or less from the date of the notice to proceed and to work **Five (5)** working days per week.

DEMOLITION SCOPE OF WORK:

- A. Obtain demolition permit and pay fees, as required by the City of Sherman
- B. Demolition and proper disposal of Commercial structure including foundation, foundation walls, footings, ACM basement walls, basement foundation, and piers down two feet under garage slab only excluding any piers under basement slab.
- C. Demolition and proper disposal (City of Sherman concrete recycle property) of concrete paving and sidewalks. This proposal does not include any backfill of basement. Garrett Demolition will chili bowl basement area to make safe so that no one can fall into area. All mastic contaminated material identified in Asbestos survey will be removed under Neshep requirements and hauled to a legal landfill license to receive ACM material in Dallas as per State regulations. Air monitoring and/or consulting services are by others. Neshep supervisor and labor will be provided by Abatement contractor at no cost to Garrett Demolition
- D. Final site clean of disturbed areas
- E. Rough grade to promote best possible positive drainage.

Services Included:

Single Mobilization and demobilization / Project Setup (additional mobilization @ \$1,250)

Materials, labor, insurance, overhead, profit

Trade Equipment

Transportation and disposal

Water as needed for dust control

Demolition permit and fees

Neshep of Basement walls and +- 800 SF plaster soffit

Services Excluded:

Asbestos remediation other than identified as Neshep of basement walls, and plaster on soffit. Other required abatement will be by others. Any cost associated with the required Neshep Supervisor and laborer to be on site during Neshep operations will be by abatement contractor.

Disconnection, capping, or re-routing of utilities

Installation of erosion control devices

Import of fill dirt/Backfill of basement

Air monitoring or any consulting services.

With holding of retainage (If withheld, retainage shall be released within 45 days of request following receipt of final progress payment)

Utility Disconnects

It is the owner's responsibility to ensure that active service accounts with all service providers are closed and rendered inactive. Once all accounts are inactive the owner must then contact Atmos and Oncor to request that meters and service lines be removed, or request this through your service provider.

Atmos: To request meter and service lines be removed, call 1-888-286-6700 tell the customer service rep. that the structure is being demolished and that you need the meter removed and service lines retired/capped at the main. They will then give you a confirmation number for the work; keep record of this number. Also note, Atmos will only allow the property owner to make the request for retirement of service and allows up to 20 business days (weather permitting) for completion.

Oncor: To request meter and service lines be removed, call 1-888-313-6862 when prompted; select option 1 for residential or option 2 for commercial. Tell the customer service rep. the structure is being demolished and that you need service meter and lines removed. They may or may not give you a confirmation number, but Oncor can retrieve all requests by the property address.

Water Meter: Request must be made to local water department to have water meter removed.

All utility retirements must be completed before demolition will begin. Once we receive the signed proposal, the project coordinator can assist in following up on the requested retirements.

Upon signing and acceptance of this proposal Garrett Demolition retains all salvage rights to entire property. Any salvaging of property after that time must be agreed upon by Brad Garrett before starting of project.

Terms:

This Proposal is valid for **Thirty (30)** days.

Payment shall be due in full at the time of completion. 1.5% monthly finance charge or maximum allowed by law on amounts past due 30 days. Client to pay costs and expenses, including reasonable attorneys' fees, incurred by Garrett Demolition should collection proceedings be necessary. If necessary, a Mechanic's lien may be filed as part of the collections process.

Garrett Demolition, Inc's status is that of an independent contractor and to provide services only as indicated by the owner or their representatives.

Any alteration or deviation from this proposal involving additional work will be executed only upon receipt of a signed Change Order from the Owner or Owner's Representative. Extra charges over and above the proposal price may be assessed.

Once the completed and signed "Proposal Acceptance / Notice to Proceed" page is received, a simple Contractor-Owner Agreement will follow. No work shall begin on this project until the signed Contractor-Owner Agreement has been received in our office. This includes project scheduling, pulling permits, verifying utilities, etc.

If for any reason the contract is forfeited or breached by the Owner or Owner's Representatives, they will still be contractually responsible for any cost incurred by Garrett Demolition, Inc. including but not limited to administrative cost for file preparation, preparing documents required to pull permits, cost of permits (if already approved & paid for), picking up issued permits, posting permits, pre-demo site visits, utility verifications, line locates, etc.

Respectfully submitted,

By: **Larry K. Grisham**

Title: **Estimator**

Company: **Garrett Demolition, Inc**

Address: **PO Box 633**

City, State, Zip Code: **Burleson, TX 76097**

Telephone No.: **Office 817-426-0082 Fax 817-426-2307**

Email address: **Larry@garrettdemo.com**

Proposal for:
Demolition of Commercial Structure

Located at 102 E. FM 1417, Sherman, Texas

***THIS FORM MUST BE COMPLETED IN ITS ENTIRITY. INCOMPLETE FORMS WILL NOT BE ACCEPTED AND MAY CAUSE DELAYS.**

Proposal Acceptance Agreement / Authorization and Notice to Proceed

I, _____, an authorized representative of the facility and facility's ownership/management accept this proposal and authorize Garrett Demolition, Inc. to perform services as stated in this proposal.

Property Owner: _____ **Phone:** _____

Property Owner Address: _____

Billing Information

Printed Name: _____ **Title:** _____

Email Address: _____ **Phone:** _____

Billing Address: _____

Signed: _____ **Date:** _____



**City of Sherman
PO Box 1106
Sherman, TX 75091-1106**

Request for Proposals

for

BUILDING DEMOLITION SERVICES

RFP No. 2019-01

TABLE OF CONTENTS

Document	Page #
Request for Proposals Description, Notice to Bidders & General Conditions	3
I. Proposal Terms	9
II. Specifications – Demolition Scope of Work	9
III. Evaluation Criteria	10
IV. Pre-Bid Conference	11
V. Standard Provisions for Contracts	11
VI. Pricing Schedule	14
VII. NESHAP Guidelines	15
VIII. Texas Ethics Commission Form 1295	17

PROPOSAL OF BIDDERS

The following RFP, and accompanying specifications and bid forms, are for your convenience in bidding the enclosed referenced products and/or services for the city of Sherman, Texas.

The undersigned declares that the amount and nature of the materials/services to be furnished is understood and that the nature of this bid is in strict accordance with the conditions set forth and is a part of this bid, and that there will at no time be a misunderstanding as to the intent of the specifications or conditions to be overcome or pleaded after the bids are opened.

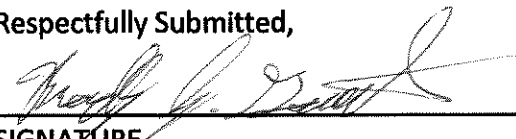
The undersigned, in submitting this bid, represents that they are an equal opportunity employer, and will not discriminate with regard to race, religion, color, national origin, age or sex in the performance of this contract.

The undersigned hereby proposes to furnish the items on, F.O.B. Sherman, Texas, freight pre-paid at the unit prices quoted herein after notice of bid award.

The undersigned affirms that they are duly authorized to execute this contract that this company, corporation, firm, partnership or individual and has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this type of business prior to the official opening of this bid.

Requirements for Building Demolition Services No# 2019-01

Respectfully Submitted,


SIGNATURE

October 24, 2018
DATE

Bradley Garrett	President
PRINTED NAME	TITLE

Garrett Demolition, Inc	Larry Grisham
COMPANY NAME	CONTACT PERSON (Must have knowledge of Bid)

P.O. Box 633	Burleson	Texas	76097
BILLING ADDRESS	STREET	CITY	STATE ZIP

P.O. Box 633	Burleson	Texas	76097
MAILING ADDRESS	STREET	CITY	STATE ZIP

817.426.0082	817.426.2307	Larry@garrettdemo.com
PHONE NUMBER	FAX NUMBER	E-MAIL ADDRESS

NOTICE TO BIDDERS

Sealed proposals will be received by the city of Sherman, Sherman, Texas, to the attention of Craig Long, Finance Department, 405 N. Rusk Street, Sherman, Texas 75091, until the hour of 2:00PM on the 24th day of October, 2018, at which time proposals duly delivered and submitted will be considered for supplying the following:

REQUEST FOR PROPOSAL FOR BUILDING DEMOLITION SERVICES

No # 2019-01

Any bid received after stated closing time will be returned unopened. If bids are sent by mail to the Finance Department, the bidder shall be responsible for actual delivery of the bid before the advertised date and hour for opening of bids. If mail is delayed by the postal service or courier service beyond the date and hour set for the bid opening, bids thus delayed will not be considered and will be returned unopened.

The term RFP and BID are used as interchangeable terms in this document.

Information on the bid process/procedures, or any other bid-related questions, may be obtained from Craig Long, Budget Analyst at 903-892-7215 and via email: craigl@ci.sherman.tx.us.

Until the final award by the city of Sherman, said City reserves the right to reject any and/or all bids, to waive technicalities, to re-advertise, to proceed otherwise when the best interests of said City will be realized hereby. Bids will be submitted sealed and plainly marked with the date and time of opening.

A mandatory pre-bid meeting will be held October 16, 2018 @ 10:00 a.m., on-site at the 100 block of FM 1417 East (intersection with northbound US 75), Sherman, Texas. This meeting is to answer questions regarding the bid requirements and provide a site visit. Due to the importance of all bidders having a clear understanding of the specifications and scope of work required in this solicitation, attendance at this pre-bid meeting is mandatory and a prerequisite for submitting a bid. **Bids will only be accepted from those bidders represented at the pre-bid meeting**, as evidenced by signature on the attendance roster.

Publication Dates: Tuesday, October 9, 2018 &
Sunday, October 14, 2018

Bid Open Date: Wednesday, October 24, 2018 @ 2:00 PM

GENERAL CONDITIONS

ADDENDA

It is the responsibility of the vendor to check for addenda. Addenda will be posted to: www.ci.sherman.tx.us and to www.publicpurchase.com.

ANNUAL CONTRACT FUNDING

The city operates on a fiscal year that ends on September 30th. Because state law mandates that a municipality may not commit funds beyond a fiscal year, this bid is subject to cancellation if funds for this commodity are not approved in the next fiscal year.

ASSIGNMENT OF BID/CONTRACT

The successful bidder may not assign their rights and duties under and award without the written consent of the City. Such consent shall not relieve the assignor of liability in event of default by their assignee.

BID CONSIDERATION / TABULATION

Until final award of the Contract, the city reserves the right to reject any or all bids, to waive technicalities, and to re-advertise for new bids, or proposed to do the work otherwise in the best interests of the City. Please refer to the Specifications section for **EVALUATION CRITERIA**.

BID SUBMISSION

Bids may be submitted in person, by mail, or electronically at www.publicpurchase.com.

- Submit bids via mail to PO Box 1106, Sherman, TX 75091-1106.
- To submit a bid via mail, all documents must be returned and an original signature provided on the proposal to bidders sheet.
- Bids will not be accepted without a signature.
- Bids submitted by email or fax will not be accepted.
- The City is not responsible for mail service. See page 2, paragraph 2 of the Notice to Bidders.

BRAND NAMES

If items for which bids have been called for have been identified by a "brand name or equal" description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory. Bids offering "equal" products will be considered for award if such products are clearly identified in the bids and are determined by the City to be equal in all material respects to the brand name products referenced. **Unless the bidder clearly indicates in their bid that they are offering an "equal product", their bid shall be considered as offering a brand name product referenced in the Proposal Schedule.**

CHANGES OR ALTERATIONS

No part of this bid may be changed/alterd in any way. Vendors must submit written requests to change any specifications/conditions with their proposal. ***Changes made without submission of a written request to this bid will result in disqualification.***

COMPLETING INFORMATION

Bidder must fill in all information asked for in the blanks provided under each item. Failure to comply may result in rejection of the Bid at the City's option.

CONTRACT CLAUSE

All bidders understand and agree that the vendor's bid response will become a legally binding contract upon acceptance in writing by the City. This contract may be superseded only if replaced with a more extensive contract that is agreed to by both parties.

DEFAULT

In case of default of the successful bidder, the city of Sherman may procure the articles from other sources and hold the bidder responsible for any excess cost occasioned thereby.

DELIVERY

The City reserves the right to demand bond or penalty to guarantee delivery by the date indicated. If order is given and the Bidder fails to furnish the materials by the guaranteed date, the City reserves the right to cancel the order without liability on its part. All prices are to be F.O.B. Sherman, Texas all freight prepaid.

DELIVERY DATE

Delivery date is an important factor to the City and may be required to be a part of each bid. The city of Sherman considers delivery time to be that period elapsing from the time the individual order is placed until that order or work thereunder is received by the City at the specified delivery location. The delivery date indicates a guaranteed delivery at Sherman, Texas. Failure of the bidder to meet guaranteed delivery dates or service performance could affect future City orders.

Whenever the Contractor encounters any difficulty which is delaying or threatens to delay timely performance (including actual or potential labor disputes), the Contractor shall immediately give notice thereof in writing to the City, stating all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery or performance schedule or be construed as a waiver by the City of any rights or remedies to which it is entitled by law or pursuant to provisions herein. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery or performance schedule because of such delivery.

INDEMNIFICATION

In case any action in court is brought against the Owner, or any officer or agent of the Owner, for the failure, omission, or neglect of the vendor to perform any of the covenants, acts, matters, or things by this contract undertaken; or for injury or damage caused by the alleged negligence of the

vendor or his subcontractors or his or their agents, or in connection with any claim based on lawful demands of subcontractors, workmen, materialmen, or suppliers the vendor shall indemnify and

save harmless the Owner and his officers and agents, from all losses, damages, costs, expenses, judgments, or decrees arising out of such action.

INSURANCE

Deductibles, of any type, are the responsibility of the vendor/contractor.

MISCELLANEOUS

Except as to any supplies or components which the specifications provide need not be new, all supplies and components to be provided under this contract shall be new (not used or reconditioned, and not of such age or so deteriorated as to impair their usefulness or safety), of current production and of the most suitable grade for the purpose intended. If at any time during the performance of this contract the Contractor believes that the furnishing of supplies or components which are not new is necessary or desirable, they shall notify the City immediately, in writing, including the reasons therefore and proposing any consideration which will flow to the City if authorization to use supplies or components is granted.

The city of Sherman supports a recycling program. Recycled materials are acceptable and will be considered for award. The City desires to use recycled products when a comparable material/product is available. If your company distributes products made of recycled materials please submit an alternate bid for the items requested. All recycled products should meet the minimum standards established in the bid specifications provided. State any exceptions: costs, warranties and percentage of recycle materials used in the manufacture of the material/product. The City will determine the acceptability of the materials/product bid as an alternate.

Successful bidder(s) agrees to extend prices to all entities that have entered into or will enter into joint purchasing inter-local cooperation agreements with the city of Sherman. As such, the city of Sherman has executed an inter-local agreement with certain other governmental entities authorizing participation in a cooperative purchasing program. The successful vendor may be asked to provide product/services, based upon the bid price, to any other participant in the forum.

The City operates on a fiscal year that ends on September 30th. State law mandates that a municipality may not commit funds beyond a fiscal year; this bid is subject to cancellation if funds for this commodity are not approved in the next fiscal year.

PAYMENT TERMS & CONDITIONS

All bids shall specify terms and conditions of payment, which will be considered as part of, but not control, the award of bid. City review, inspection, and processing procedures ordinarily require thirty (30) days after receipt of invoice, materials or service. Bids which call for payment before 30 days from receipt of invoice, or cash discounts given on such payment, will be considered only if in the opinion of the City the review, inspection and processing procedures can be completed as to the specific purchases within the specified time.

It is the intention of the city of Sherman to make payment on completed orders within thirty (30) days

of receiving invoicing unless unusual circumstances arise. Invoices shall be fully documented as to labor, materials and equipment provided.

PROVISIONAL CLAUSES

The city of Sherman will not enter into any contract where the cost is provisional upon such clauses as are known as “escalator” or “cost-plus” clauses.

REJECTION OF BIDS

The City reserves the right to reject any or all bids or to waive technicalities at its option when in the best interests of said City. Bids will be considered irregular if they show any omissions, alteration of form, additions, or conditions not called for, unauthorized alternate bids or irregularities of any kind. However, the City reserves the right to waive any irregularities and to make the award in the best interests of the City.

The City reserves the right to reject any or all bids, and all bids submitted are subject to this reservation. Bids may be rejected, among other reasons, for any of the following specific reasons:

- Bids received after the time limit for receiving bids as stated in the advertisement.
- Proposal containing any irregularities.
- Bids submitted via fax or email.
- Unbalanced value of any items.

Bidders may be disqualified and their bids not considered, among other reasons, for any of the following specific reasons:

- Reason for believing collusion exists among the Bidders.
- Reasonable grounds for believing that any Bidder is interested in more than one Proposal for the work contemplated.
- The Bidder being interested in any litigation against the City.
- The Bidder being in arrears on any existing contract or having defaulted on a previous contract.
- Lack of competency as revealed by a financial statement, experience and equipment, questionnaires, etc.
- Uncompleted work, which in the judgment of the City will prevent or hinder the prompt completion of additional work if awarded.

REQUEST FOR NON-CONSIDERATION

Bids deposited with the City cannot be withdrawn prior to the time set for opening bids. Request for non-consideration of bids must be made in writing to the Finance Department and received by the City prior to the time set for opening bids. After other bids are opened and publicly read, the Proposal for which non-consideration is properly requested may be returned unopened. The Proposal may not be withdrawn after the bids have been opened, and the Bidder, in submitting the same, warrants and guarantees that this bid has been carefully reviewed and checked and that it is in all things true and accurate and free of mistakes and that such bid will not and cannot be withdrawn because of any mistake committed by the Bidder.

SALES TAX

The total for each bid submitted must include any applicable taxes. Although the City is exempt from most City, State, or Federal taxes, this is not true in all cases. It is suggested that taxes, if any, be separately identified, itemized, and stated on each bid. The City cannot determine for the bidder whether or not the bid is taxable to the City. The bidder through the bidder's attorney or tax consultant must make such determination. Bills submitted for taxes after the bids are awarded will not be honored.

PROPOSAL DEFINITIONS:

"City" is the City of Sherman, Texas.

"Bidder" is an individual or business submitting a bid or proposal to the City of Sherman.

"Independent contractor" or "contractor" is one who contracts to perform work or furnish materials in accordance with a contract.

I. PROPOSAL TERMS

- A. The City of Sherman reserves the right to reject any and all proposals received as a result of this RFP. If a proposal is selected, it will be the most advantageous regarding price, qualifications and capabilities to provide the specified service, and other factors which the City of Sherman may consider. The City does not intend to award a contract fully on the basis of any response made to the proposal: the City reserves the right to consider proposals for modifications at any time before a contract would be awarded; and negotiations would be undertaken with the independent contractor whose proposal is deemed to best meet the City's specifications and needs.
- B. Proposals must be signed by an official authorized to bind the independent contractor to its provisions for a period of at least ninety (90) days. Failure of the successful bidder to accept the obligation of the contract may result in the cancellation of any award.
- C. In the event it becomes necessary to revise any part of the RFP, addenda will be provided. The deadline for submission of proposals may be adjusted to allow for revisions. To be considered, the entire proposal document, with any amendments, should be returned by the specified date, time and method identified on page 2 of this document.
- D. The price quotations from the contractor stated in this proposal will not be subject to any price increase from the closing date of this RFP to the mutually agreed to date of contract.

II. DEMOLITION SCOPE OF WORK

- Obtain demolition permit and pay fees, as required by the City of Sherman
- Demolition and proper disposal of Commercial structure, including foundation, foundation walls, footings, ACM basement walls, basement foundation, and piers 2' below existing grade under garage slab, only excluding any piers under the basement slab.
- Demolition and proper disposal of concrete paving and sidewalks. This proposal does not include any backfill of basement. Instead, the "chili bowl" method is to be

implemented to make the basement area safe, to prevent individuals from falling into the area. All mastic contaminated material identified in the provided Asbestos survey will be removed under NESHAP requirements and hauled to a legal landfill licensed to receive ACM material, as per State regulations, with proof of acknowledged manifest. Air monitoring and/or consulting will be provided by another party.

- Final site clean of disturbed areas.
- Rough grade to promote positive drainage.

Services included:

Single Mobilization and demobilization / Project Setup

Materials, labor, insurance, overhead

Trade equipment

Transportation and disposal

Wetting of materials for dust control (Water provided by City)

Demolition permit and fees

NESHAP of basement walls, exterior CMU walls behind brick and plaster soffit

Services Excluded:

Asbestos remediation other than identified as NESHAP of basement walls, exterior CMU walls over basement area, plaster around soffit, and expansion joints in brick façade on building

Disconnection, capping, or re-routing of utilities

Installation of erosion control devices

Import of backfill for basement

Air monitoring or any consulting services

Utility Disconnects:

It is the responsibility of the City of Sherman to ensure that active service accounts will all service providers are closed and rendered inactive.

III. EVALUATION CRITERIA

The following criteria will be used by City staff to evaluate the proposals and make a selection:

- ❖ 50% Experience – Experience in building demolition services, including years and history, particularly involving NESHAP regulated projects
- ❖ 30% Reference – Respondents shall provide a minimum of three (3) references for which the scope of work involved similar NESHAP-related demolition services.

- ❖ 20% Lump Sum Fee (No Change Orders will be accepted.)

City staff may choose to meet with the top rated offerors. Any additional information requested shall be considered as part of the proposal and evaluated as such. The City reserves the right to negotiate a best and final offer with the selected vendor.

IV. PRE-BID MEETING

A **MANDATORY** Pre-bid meeting will be held at 10 AM, October 16, 2018, onsite, at the Blalock Park fire station (100 block of FM 1417). Bids will not be accepted by any bidder not present at this Pre-bid meeting.

V. STANDARD PROVISIONS FOR CONTRACTS

If a contract is awarded, the selected contractor will be required to adhere to a set of general contract provisions that will become a part of any formal agreement. The following is a summary of the general terms and contract provisions that apply to all independent contractors of service to the City of Sherman:

GENERAL TERMS - INDEPENDENT CONTRACTOR RESPONSIBILITIES

- A. The independent contractor is to report to the City's designated representative and will cooperate and confer with him/her as necessary to insure satisfactory work progress.
- B. All reports, estimates, memoranda and documents submitted by the independent contractor must be dated and bear the independent contractor's name and be submitted to the City's designated representative.
- C. All reports made in connection with these services are subject to review and final approval by the City's designated representative.
- D. The City may review and inspect the independent contractor's activities during the term of this contract.
- E. If applicable, the independent contractor shall submit a final, written report to the City's designated representative.
- F. After reasonable notice to the independent contractor, the City may review any of the independent contractor's internal records, reports, or insurance policies.
- G. The independent contractor will provide the required services personally and will not subcontract or assign the services without the City's prior written approval.
- H. The independent contractor will not hire any City employee for any of the required services without the City's prior written approval.
- I. The parties agree that the independent contractor is neither an employee nor an agent of the City for any purpose.

INDEMNIFICATION AGREEMENT

The independent contractor will protect, defend and indemnify the City of Sherman, its officers, agents, services, volunteers and employees from any and all liabilities, claims, liens, fines, demands, and costs, including legal fees, of whatsoever kind and nature which may

result in injury or death to any persons, including the independent contractor's own employees, and for loss or damage to any property, including property owned or in the care, custody or control of the City of Sherman in connection with or in any way incident to or arising out of the occupancy, use, service, operation, performance, or non-performance of work in connection with this contract resulting in whole or in part from negligent acts or omissions of the independent contractor, sub-contractor, or any employee, agent or representative of the independent contractor.

INSURANCE REQUIREMENTS

- A. Independent contractor must provide Commercial General Liability insurance with a limit of not less than \$2,000,000.
- B. Independent contractor must provide Auto Liability insurance with a limit of not less than \$1,000,000 for each accident.
- B. All insurance policies shall be written with insurers that are licensed to write insurance coverage in the State of Texas and who have consistently maintained an AM Best Rating of A-, A, A+ or A++ since January 1, 2003.
- C. Independent contractor shall furnish the City of Sherman City Clerk's Office with certification of insurance evidencing such coverages and endorsements at least ten (10) working days prior to commencement of services under this contract.

Certificates of insurance shall be addressed to:

Linda Ashby
Sherman City Clerk
PO Box 1106
Sherman, Texas 75091-1106
RE: Building Demolition Services Contract

The independent contract shall provide thirty (30) days written notice from certificate Holder for cancellation of insurance coverage.

COMPLIANCE WITH LAWS AND REGULATIONS

The independent contractor will comply with all federal, state and local regulations, including, but not limited to, all applicable OSHA/MIOSHA requirements and the Americans with Disabilities Act.

INTEREST OF INDEPENDENT CONTRACTOR AND CITY OF SHERMAN

The independent contractor promises that it has no interest which would conflict with the performance of this contract; no officer, agency, employee of the City of Sherman, or member of its governing body, may participate in any decision relating to this contract which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested, or has any personal or pecuniary interest.

CONTINGENT FEES

The independent contractor promises that it has not employed or retained any company or person, other than bona fide employees working solely for the independent contractor, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the independent contractor, to solicit or secure this contract, and that

it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach of this promise, the City may cancel this contract without liability or, at its discretion, deduct the full amount of the fee, commission, percentage, brokerage fee, gift or contingent fee from the compensation due the independent contractor.

EQUAL EMPLOYMENT OPPORTUNITY

The independent contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion or political belief (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of the business). The independent contractor agrees to post notices containing this policy against discrimination in conspicuous places available to applicants for employment and employees. All solicitations or advertisements for employees, placed by or on behalf of the independent contractor, shall state that all qualified applicants shall receive consideration for employment without regard to race, color, creed, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion or political belief.

EQUAL ACCESS

The independent contractor shall provide the services without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical handicap or age.

OWNERSHIP OF DOCUMENTS AND PUBLICATION

All documents developed as a result of this contract will be freely available to the public. None may be copyrighted by the independent contractor. During the performance of the services, the independent contractor will be responsible for any loss of or damage to the documents while they are in its possession and must restore the loss or damage at its expense. Any use of the information and results of this contract by the independent contractor must reference the project sponsorship by the City of Sherman. Any publication of the information or results must be coauthored by the City.

ASSIGNS & SUCCESSORS

This contract is binding on the City and the independent contractor, their successors and assigns. Neither the City nor the independent contractor will assign or transfer its interest in this contract without the prior written consent of the other.

TERMINATION OF CONTRACT

In cases of termination without cause, either party may terminate the contract by giving thirty (30) days written notice to the other party.

PAYROLL TAXES

The independent contractor is responsible for all applicable state and federal social security benefits and unemployment taxes and agrees to indemnify and protect the City against such liability.

CHANGES IN SCOPE OR SCHEDULE OF SERVICES

Changes mutually agreed upon by the City and the independent contractor will be incorporated into this contract by written amendments signed by both parties.

CHOICE OF LAW AND FORUM

This contract is to be interpreted by the laws of Texas. The parties agree that the proper forum for litigation arising out of this contract is Grayson County, Texas.

EXTENT OF CONTRACT

This contract represents the entire agreement between the parties and supersedes all prior representations, negotiations or agreements, whether written or oral.

VI. PRICING SCHEDULE

No.	Qty.	UOM	Item Description	Total Lump Sum Price
1	1	Each	Demolition of Building (As Per Scope of Work)	\$ <u>64,475.00</u>



An official website of the United States government.



We've made some changes to EPA.gov. If the information you are looking for is not here, you may be able to find it on the EPA Web Archive or the January 19, 2017 Web Snapshot.

Close X



Asbestos National Emission Standards for Hazardous Air Pollutants (NESHAP)

Announcements

[Guidelines for Enhanced Management of Asbestos in Water at Ordered Demolitions](#)

On this page:

- [Background on the Asbestos National Emission Standards for Hazardous Air Pollutants \(NESHAP\)](#)
- [Renovation and Demolition of Buildings](#)
- [Institutional, Commercial and Industrial Buildings](#)
- [Large-Scale Residential Demolition](#)
- [Exceptions to the Asbestos Removal Requirements](#)
- [Asbestos Control Method](#)
- [Waste Disposal and Transportation](#)
- [Milling, Manufacturing, and Fabricating](#)
- [Applicability Determinations](#)
- [Other Resources](#)

Background on the Asbestos NESHAP

EPA's air toxics regulation for asbestos is intended to minimize the release of asbestos fibers during activities involving the handling of asbestos.

The air toxics provisions of the Clean Air Act (CAA) require EPA to develop and enforce regulations to protect the public from exposure to airborne contaminants that are known to be hazardous to human health. In accordance with Section 112 of the CAA, EPA establishes National Emission Standards for Hazardous Air Pollutants (NESHAP). The list of hazardous air pollutants (HAP), or "air toxics", includes specific compounds that are known or suspected to cause cancer or other serious health effects.

Three of the major health effects associated with asbestos exposure are lung cancer, mesothelioma, and asbestosis.

Asbestos was one of the first hazardous air pollutants regulated under the air toxics program. On March 31, 1971, EPA identified asbestos as a hazardous pollutant, and on April 6, 1973, EPA promulgated the Asbestos NESHAP, currently found in 40 CFR Part 61, Subpart M. The Asbestos NESHAP has been amended several times, most comprehensively in November 1990. In 1995, the rule was amended to correct cross-reference citations to OSHA, DOT, and other EPA rules governing asbestos.

Renovation and Demolition of Buildings

Air toxics regulations under the Clean Air Act specify work practices for asbestos to be followed during demolitions and renovations of all facilities, including, but not limited to, structures, installations, and buildings (excluding residential buildings that have four or fewer dwelling units). The regulations require a thorough inspection where the demolition or renovation operation will occur. The regulations require the owner or the operator of the renovation or demolition operation to notify the appropriate delegated entity (often a state agency) before any demolition, or before any renovations of buildings that contain a certain threshold amount of regulated asbestos-containing material. The rule requires work practice standards that control asbestos emissions. Work practices often involve removing all asbestos-containing materials, adequately wetting all regulated asbestos-containing materials, sealing the material in leak tight containers and disposing of the asbestos-containing waste material as expeditiously as practicable, as the regulation explains in greater detail.

These work practice standards are designed to minimize the release of asbestos fibers during building demolition or renovation, waste packaging, transportation and disposal.

When buildings are under renovation, they are not being demolished, but asbestos-containing building material is being removed or disturbed. Performing the work in accordance with the Asbestos NESHAP helps to ensure that areas in use during the renovation are not contaminated and that the area under renovation, when it is complete, is also free of contamination.

Institutional, Commercial and Industrial Buildings

Any demolition or renovation operation at an institutional, commercial or industrial building is regulated by the Asbestos NESHAP. At a minimum, the thorough inspection requirement applies. The notification requirements apply to any demolition and to renovations over a certain threshold amount of regulated asbestos-containing material.

Large-Scale Residential Demolition

In 1990, EPA amended the NESHAP for asbestos. In the revised rule, EPA noted that it does not consider residential structures that are demolished or renovated as part of a commercial or public project to be exempt from the NESHAP. For example, EPA explained that the demolition of one or more houses as part of an urban renewal project, a highway project, or a project to develop a shopping mall, industrial facility, or other private development would be subject to the NESHAP.

In 1995, EPA issued a Clarification of Intent (PDF) (2pp, 147k) regarding demolition of isolated single family homes.

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency.

The law applies (with a few exceptions) only to a contract between a business entity and a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

Changed or Amended Contracts:

Form 1295 is only required for a change made to an existing contract in certain circumstances: (1) if a Form 1295 was not filed for the existing contract, then a filing is only required if the changed contract either requires an action or vote by the governing body or the value of the changed contract is at least \$1 million; or (2) if a Form 1295 was filed for the existing contract, then another filing is only required for the changed contract if there is a change to the information disclosed in the Form 1295, the changed contract requires an action or vote by the governing body, or the value of the changed contract increases by at least \$1 million.

As required by law, the Commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The Commission also adopted rules (Chapter 46) to implement the law. The Commission does not have any additional authority to enforce or interpret section 2252.908 of the Government Code.

Filing Process:

A business entity must use the Form 1295 filing application the Commission created to enter the required information on Form 1295 and print a copy of the completed form. Once entered into the filing application, the completed form will include a unique certification number, called a "certification of filing."

An authorized agent of the business entity must sign the printed copy of the form affirming under the penalty of perjury that the completed form is true and correct.

The completed, printed, and signed Form 1295 bearing the unique certification of filing number must be filed with the governmental body or state agency with which the business entity is entering into the contract.

Acknowledgement by State Agency or Governmental Entity:

The governmental entity or state agency must acknowledge receipt of the filed Form 1295 with the certification of filing, using the Commission's filing application, not later than the 30th day after

the date the governing body or state agency receives the Form 1295. The Commission will post the completed Form 1295 to its website within seven business days after the governmental entity or state agency acknowledges receipt of the form.

Additional Information:

Section 2252.908, Government Code.

Certificate of Interested Parties (Form 1295)**

****This is a sample form for illustration purposes only. DO NOT FILL OUT THIS SAMPLE FORM. Form 1295 MUST BE FILED ELECTRONICALLY! Paper copies and PDF copies of this sample form are not accepted!**

Chapter 46, Ethics Commission Rules (includes new rule 46.4, regarding changes to contracts, which went into effect on January 1, 2017)

CERTIFICATE OF INTERESTED PARTIES		FORM 1295	
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		OFFICE USE ONLY	
1 Name of business entity filing form, and the city, state and country of the business entity's place of business.		Must file online at www.ethics.state.tx.us/File	
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.			
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.			
4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		☐ Controlling	☐ Intermediary
5 Check only if there is NO Interested Party. ☐			
6 UNSWORN DECLARATION My name is _____, and my date of birth is _____. My address _____, _____, _____, _____, _____. (street) (city) (state) (zip code) (country) I declare under penalty of perjury that the foregoing is true and correct. Executed in _____ County, State of _____, on the _____ day of _____, 20____. (month) (year) _____ Signature of authorized agent of contracting business entity (Declarant)			
ADD ADDITIONAL PAGES AS NECESSARY			



Company Experience with Similar Projects

Mooring Recovery Services

- Contract Amount: \$130,000 +
- Completion Date: 2011
- Project Scope: First Baptist Church, Temple, TX - NESHAP demolition of 3 burnt out structures known as: Sanctuary Building, Building "A", and the Connector Building (sky bridge). ✓

Texas State Technical College, Waco

- Contract Amount: \$84,000 +
- Completion Date: 2011
- Project Scope: Demolition of various commercial and residential structures located at the TSTC Campus in Waco. Project involved demolition of 4 story concrete building, 7 story metal and concrete Air Traffic Control Tower, and various other commercial and residential structures

City of Bryan, TX

- Contract Amount: \$55,000 +
- Completion Date: 2012
- Project Scope: Abatement and demolition of 3 story Twin City Mission Complex, 4 commercial structures, and 1 residential structure

1 Priority Environmental Services, Inc

- Contract Amount: \$182,000 +
- Completion Date: 2012
- Project Scope: Demolition of 10 acre apartment complex, fine grade site, create positive drainage flow, and install BMP's (Sonterra Apartment Complex)

Castleberry Independent School District / AV Cato Elementary School

- Contract Amount: \$195,000 +
- Completion Date: 2013
- Project Scope: Abatement and demolition of 18 residential structures and several miscellaneous structures to accommodate new construction for future AV Cato Elementary school

HP EnviroVision / UT Southwestern Medical / Former Storage Facility demolition

- Contract Amount: \$84,443.00
- Completion Date: 10/2013
- Project Scope: Demolition of storage facility including foundations and all associated flatwork and pavement

City of Irving

- Contract Amount: \$247,484.50
- Completion Date: 7/2014
- Project Scope: Asbestos abatement and demolition of a former Apartment Complex and Pool, including removal of all site pavement, SWP3 implementation, erosion control measures and site restoration

QuikTrip Corporation

- Contract Amount: \$500,000 +
- Completion Date: TBD
- Project Scope: Demolition at various sites for numerous stores over the last 8 years. Scope of work has included building and site demolition, NESHAP compliant demolition, erosion control, SWP3 implementation and compliance, rough grading, traffic control, removal of site paving, dismantling of 2 commercial warehouse buildings, and coordinate relocation of bus stop and canopies with DART. ✓

City of Fort Worth / Annual Contract (5th year)

- Contract Amount: \$1,650,748 +
- Completion Date: TBD
- Project Scope: Abatement and demolition of various commercial and residential structures including the Spinks Airport in Fort Worth and our Annual Demolition Services Contract with the City of Fort Worth (5th year)

City of Grand Prairie

- Contract Amount: \$250,000 +
- Completion Date: TBD
- Project Scope: Abatement and demolition of multiple commercial and residential projects, including the former Grand Prairie Police Station, 911 and Jail Facility, a funeral home and various residential structures

North Tarrant Infrastructure / I-35W Expansion Project

- Contract Amount: \$718,837+
- Completion: TBD
- Project Scope: Structural and site demolition of various residential, commercial and industrial properties

Trinity River Vision Authority / Gallagher Construction Services / Multiple Abatement & Demolition Projects

- Total of All Contracts: \$769,737
- Completion: Projects spanned between 2011 thru 2017 and each were separate contracts
- Project Scope: Abatement, structural demolition, site demolition, SWP3, erosion control and site restoration. Some parcels only buildings and above ground improvements were removed due to soil contamination concerns.

Arch-Con / Demolition of Former Wells Fargo Wedge Building

- Contract Amount: \$452,501.00
- Completion Date: 08/2017
- Project Scope: Abatement, structural and site demolition of the Wells Fargo building located in the Fort Worth Stockyards. Due to the location and size of the building road closure permits were required to complete the demolition of the 5 story structure.

HP EnviroVision / Southern Methodist University / Barr Memorial Pool NESHAP Demolition

- Contract Amount: \$299,205.00
- Completion Date: 04/2018
- Project Scope: NESHAP compliant wet demolition and excavation of Olympic size pool including attached locker rooms and pump rooms. Pool was covered with texture coating that contained Non-Friable ACM. ✓



Company Resume Management Team

Bradley J Garrett
President

2005 – PRESENT Garrett Demolition, Inc *President*

Played key role in start-up of Garrett Excavation & Demolition, overseeing project management, policies/procedures, business development, licensing, insurance/bonding and operational cost control.

Deliver exceptional multiple sub-contractor coordination.

Oversee all facets of organizational activities

Successfully establish, manage highly positive relationships with key clients.

Deliver insightful project estimates for all projects.

Oversee estimation/management of turn-key projects involving demolition and asbestos abatement.

Administer effective operations in safety, quality control and scheduling.

Coordinate/prioritize assignments to sub-contractors.

Negotiate, draft and execute contracts.

Facilitate exceptional personnel training/staff development.

Duties include the estimation, contractual negotiation, complete management and oversight of demolition and asbestos abatement projects. Review project scope of work, formulate work plans and schedules with jobsite superintendents and foremen to ensure budgets are maintained and coordinate logistics of labor, consumables and equipment.

Work with clients in the negotiation of change orders.

Coordinate subcontractors, waste tracking, conforming to scope of work, maintaining construction schedule, tracking progress and job cost.

Trains employees in safe work practices through "hands on" means and "Demolition Safety Talks" held each morning prior to the commencement of work.

Operation and maintenance of heavy equipment inclusive of front end loaders, bulldozers, excavators, bobcats, mini-excavators and graders.

Enforce Health and Safety Policy procedures.

Ensure compliance with regulations, procedures and specifications in accordance with Texas Department of State Health Services, TCEQ, and OSHA.

1997- 2006 Garrett Development Group, LP / Gold Star Homes of Texas *Management Partner / Construction Manager*

Recruited to oversee all facets of organizational activities involved in relation to the construction of residential homes.

Successfully established, managed highly positive relationships with key clients.

Administer effective operations in safety, quality control and scheduling.

Coordinate/prioritize assignments to sub-contractors.

Negotiate, draft and execute contracts.

Facilitate exceptional personnel training/staff development.

Coordinate and oversee all punch list activities.

Maintain construction schedule, tracking progress and job cost.

Enforce Health and Safety policy procedures.

Oversee land acquisition and land clearing for new residential construction

Certificates and Training

OSHA 10 Hour; OSHA 30 Hour; Asbestos in Construction, CPR, Asbestos Safety



Company Resume Management Team

April Collmar
Operations Manager

2005 – PRESENT Garrett Demolition, Inc *Operations Manager*

Played key role in start-up of Garrett Excavation & Demolition overseeing project estimating, payroll, accounts payable, accounts receivable, contract and document preparation, coordinating, record and book keeping, business development, and quality control.

Successfully establishes and manages positive relationships with key clients.

Delivers insightful project estimates and work plans for all projects.

Oversees the estimation / management, scheduling and quality control of turn-key projects involving demolition and asbestos abatement.

Duties include the estimation, contractual negotiation, complete management and oversight of demolition and asbestos abatement projects. Review project scope of work, formulate work plans and schedules with superintendents to ensure budgets are maintained.

Work with clients in the negotiation of change orders.

Maintain construction schedule, tracking progress and job cost.

Helps enforce Health and Safety Policy procedures.

Helps ensure compliance with regulations, procedures and specifications in accordance with Texas Department of State Health Services, TCEQ, and OSHA

Oversee and manage all operations on the administrative end

2001 – 2006 Garrett Development Group, LP / Gold Star Homes of Texas *Office Manager & Human Resources Specialist*

Duties included payroll, accounts payable, accounts receivable, contract and document preparation, coordinating, record and book keeping, human resources, business development, and quality control.

Maintain construction schedule, tracking progress and job cost.

Successfully establish and manage positive relationships with key clients.

Help enforce Health and Safety Policy procedures.

Coordinate sub-contractor job scheduling.

Attend closings on behalf of owner.

Coordinate pre-construction meetings with buyers.

Manage, maintain, and resolve all residential home warranty issues.



Company Resume Management Team

Larry Grisham
Lead Estimator

2015 – PRESENT Garrett Demolition, Inc *Lead Estimator*

Plays a key role in reading, understanding and deciphering project plans in order to accurately and competitively bid projects.

Works with clients in the negotiation of contracts and change orders.

Successfully establishes and manages positive relationships with key clients.

Assists in development of work plans for all projects.

Assists in overseeing the management and field quality of projects involving demolition and asbestos abatement.

Duties include the estimation, contractual negotiation, and assists in the oversight of demolition and asbestos abatement projects.

Assists in reviewing project scope of work, formulating work plans and schedules with superintendents to ensure budgets are maintained.

Maintain construction schedule, tracking progress and job cost.

Helps enforce Health and Safety Policy procedures.

Helps ensure compliance with regulations, procedures and specifications in accordance with Texas Department of State Health Services, TCEQ, and OSHA

2007 - 2015 JTB Services, Houston, Texas *Sr. Vice President Sr. Estimator*

In charge of all aspects of daily company operations including but not limited to managing job coordination, approving job estimates, preparing proposals, signing contracts, project problem solving, & managing job cost.

Managed Residential Demolition Contracts for the City of Houston & City of Baytown.

Attended Pre-bids, researching available prints & specs and submitting estimates for Residential, Commercial, TX Dot, Houston ISD, & Public bids not only in Houston area but throughout the state of Texas up to Two Million Dollars.

Responsible for all Estimating and Supervision from start to completion of Demolition Projects, including concrete and asphalt replacement for various TxDOT project around the greater Houston Metro area and commercial office buildings up to six stories.

Monitored and supervised multiple Projects simultaneously ensuring proper procedures & safety standards are followed with schedules & budgets producing profitable results.

2005 - 2006 T & T Construction, Pasadena, Texas *Superintendent*

Coordinated 3 or more crews at same time supervising construction projects to completion, insuring jobs completed under cost & contract completion dates.

Ensured Quality Assurance while maintaining proper material on site, met contract specifications and controlled job cost.

Interacted with General Contractor Superintendents and Owners of Site Projects, insuring total satisfaction and workmanship while building customer relations for future contracts.

Oversaw the construction of foundations and paving, business strip centers including utilities, detention ponds, dirt work, while pouring and finishing up to 1,500 CY of concrete a day.



Company Resume Management Team

*Melinda Bee
Project Coordinator*

2011 – PRESENT Garrett Demolition, Inc *Project Coordinator*

Responsible for project coordination, obtaining permits, processing certificate of insurance request, verifying and coordinating utility kills, original line locates and relocates for all projects, maintaining project files and all project documentation, filing TDSHS 10 Day notification forms and making sure all required project forms are on site.

Duties include assisting in estimating, assisting management in the oversight of demolition and asbestos abatement projects. Assist in reviewing project scope of work, formulate work plans and schedules with superintendents to ensure budgets are maintained.

Work with clients in the negotiation of change orders.

Maintain construction schedule and tracking progress.

1998 – 2010 Albertson's *Division Manager Trainee*

Assisted the Corporate Office in the design, layout and equipment of bakery departments in new stores and remodels. Assisted in reviewing blue prints during new builds and remodels ensuring design, layout and equipment were according to plans.

Responsible for overseeing day to day operations in multiple bakeries, review of profit and loss statements, conducting and/or reviewing of monthly inventories, scheduling and employee relations.



Company Resume Management Team

*Ryan Manning
Site Supervisor*

2/2006 – 7/2015 R J M Demolition and Land Clearing, Inc, Antioch, CA
Site Supervisor

Assisted with the management, scheduling, and quality control of projects involving demolition and asbestos abatement. Duties include managing daily completion of residential, commercial, and industrial projects, heavy equipment operator, complete management and oversight of demolition and asbestos abatement projects. Review project scope of work, formulate work plans and schedules with Project Manager and/or Client to ensure budgets are maintained. Maintain construction schedule and tracking progress. Helps enforce Health and Safety Policy procedures. Helps ensure compliance with regulations, procedures and specifications in accordance with Texas Department of State Health Services, OSHA, and EPA

8/2015 – PRESENT Garrett Demolition, Inc
Site Supervisor

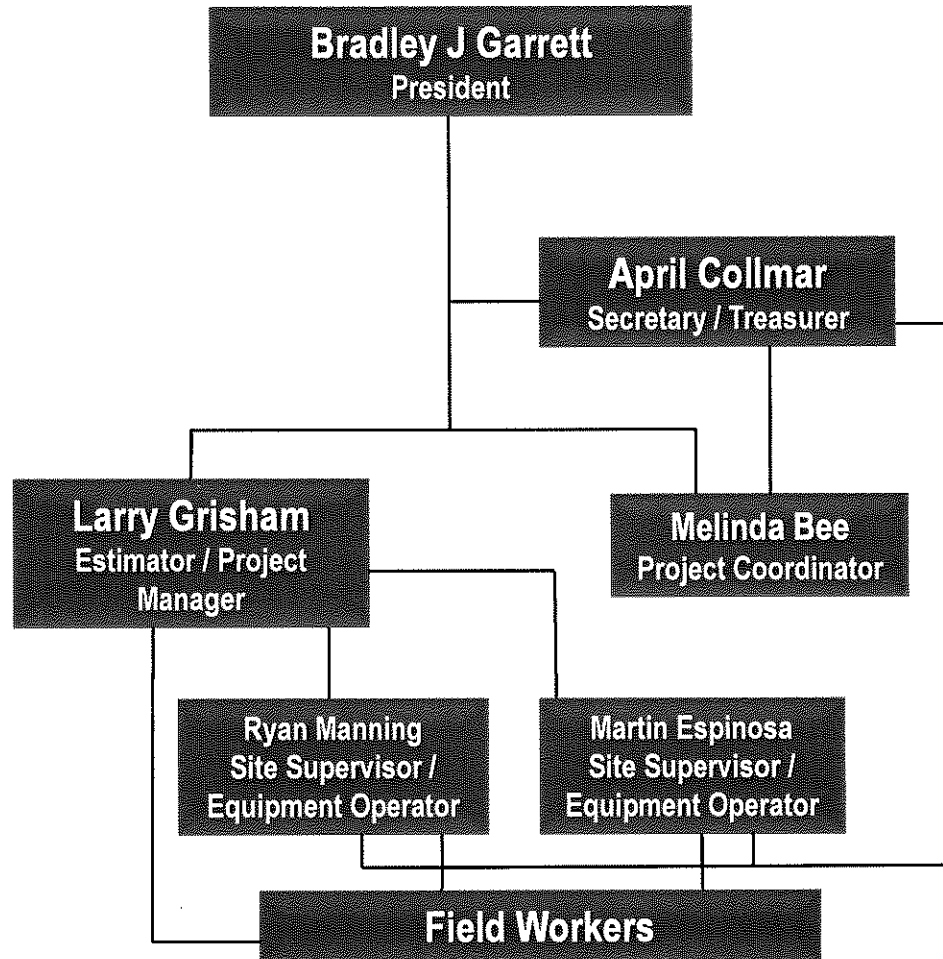
Successfully establishes and manages positive relationships with key clients. Assist with delivering insightful project work plans on projects. Assists with the management, scheduling, and quality control of projects involving demolition and asbestos abatement. Duties include managing daily completion of residential, commercial, and industrial projects, heavy equipment operator, complete management and oversight of demolition and asbestos abatement projects. Review project scope of work, formulate work plans and schedules with Project Manager and/or Client to ensure budgets are maintained. Maintain construction schedule and tracking progress. Helps enforce Health and Safety Policy procedures. Helps ensure compliance with regulations, procedures and specifications in accordance with Texas Department of State Health Services, TCEQ, OSHA, and EPA

Certificates and Training

OSHA 30 Hour, CPR



Garrett Demolition, Inc Project Organization Chart



Bradley J Garrett

Responsible for all contractual agreements, inclusive of change orders. Implements Quality Control Procedures and Health and Safety Plan.

April Collmar

Responsible for assisting project supervisor and handling all administrative duties in regards to in-house field support. Percentage complete reporting, contract document preparation, and assist with estimating.

Larry Grisham

Responsible for project estimating, contract negotiations, assisting project supervisor in quality control, project planning, work plans, project scheduling and enforcing Health and Safety Plans.

Melinda Bee

Responsible for obtaining permits, insurance certificate requests, file maintenance, line locates, and assist project manager, site supervisor and field workers to ensure that the project is completed on schedule, safely and within budget.

Bradley J Garrett

Responsible for the actual performance of the work, evaluating and implementing the agreed upon project approach and methodology. Ensures Client is satisfied with project during the execution of the contract and works with April Collmar and Melinda Loughery to correct any administrative issues with Client.

Ryan Manning

Responsible for the actual performance of the work. Works directly with the Site Supervisor and Client Representative to ensure the contract is executed in strict accordance with the specifications and plans. Maintains the progress of the project and field workers.

Martin Espinosa

Responsible for the actual performance of the work. Works directly with the Site Supervisor and Client Representative to ensure the contract is executed in strict accordance with the specifications and plans. Maintains the progress of the project and field workers.

Field Workers

Is selected on a per-project basis, in accordance with the scope that best suits the workers experience. All workers are responsible for implementing correct procedures in the performance of the Scope of Work.



SAMPLE OF PAST PROJECTS COMPLETED

GC: Sunbelt Industrial Services

Contact: Casey Padgett, Project Manager

Phone: 817.877.0866

Project Description: Demolition of the former Lucky Lady Oil Company and site restoration

Contract Amount: \$69,315.00

Completion Date: March 2013

See use





SAMPLE OF PAST PROJECTS COMPLETED

Owner: Trinity River Vision Authority

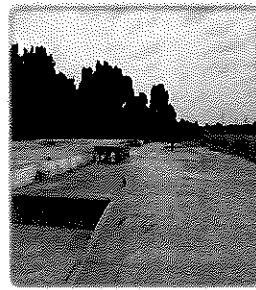
Contact: Jenna Brummett

Phone: 817-698-0700

Project Description: Abatement and Demolition of the former Texas Refinery Facility

Contract Amount: \$215,544.00

Completion Date: July 2015



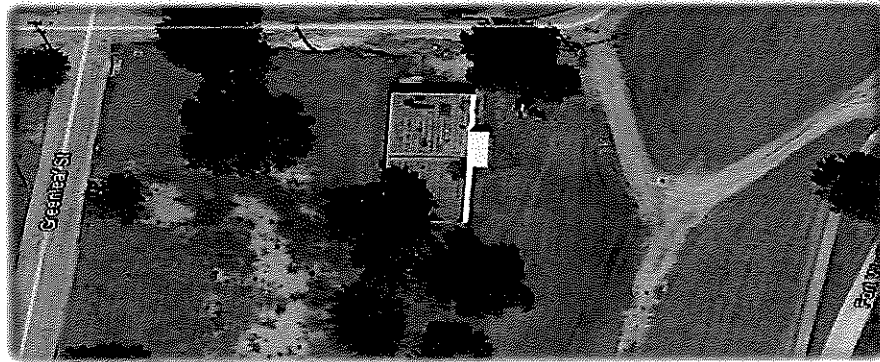
Project Description: Abatement, Demolition and Site Restoration of 112 Viola St. (an extension of the Texas Refinery Facility Project)



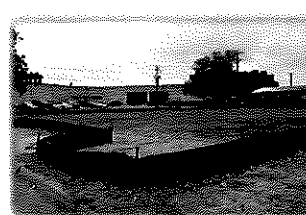
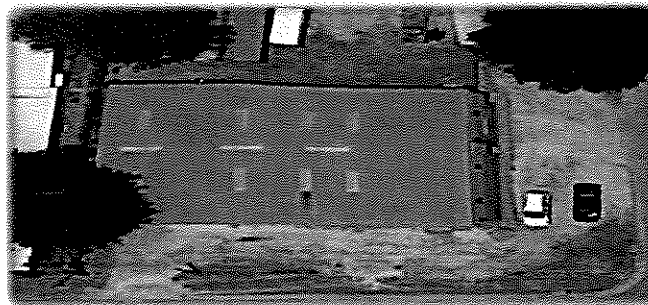


SAMPLE OF PAST PROJECTS COMPLETED

Project Description: Abatement, Demolition and Site Restoration of 2001 Dakota St. (an extension of the Texas Refinery Facility Project)



Project Description: Abatement, Demolition and Site Restoration of 220 S. Commercial St. (an extension of the Texas Refinery Facility Project)





SAMPLE OF PAST PROJECTS COMPLETED

Owner: Trinity River Vision Authority

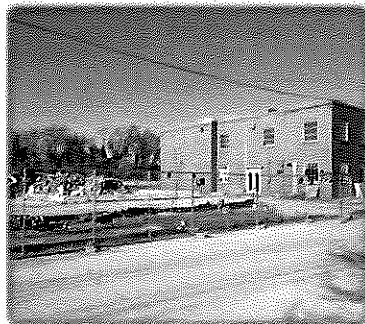
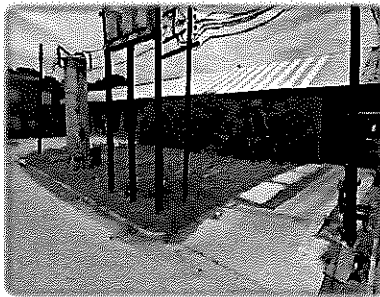
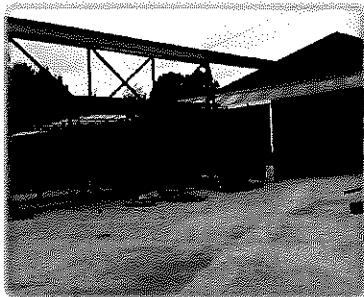
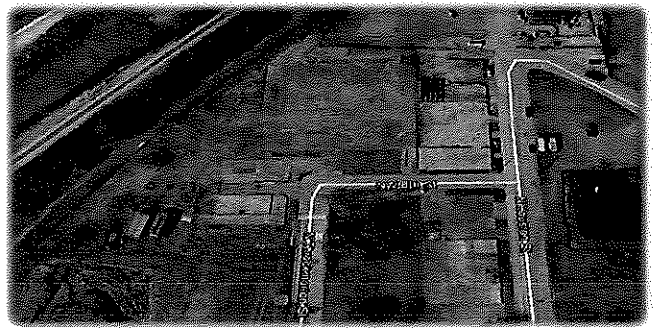
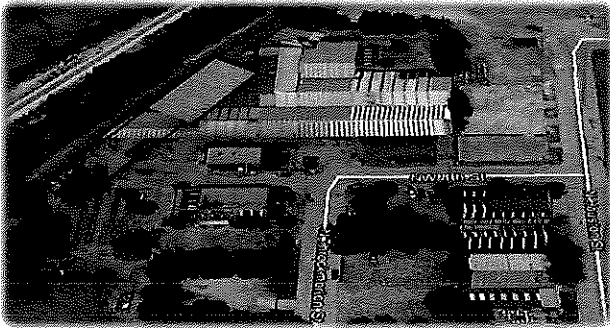
Contact: Jenna Brummett

Phone: 817-698-0700

Project Description: Abatement and Demolition of the former McKinley Iron Works Facility

Contract Amount: \$ 246,256.50

Completion Date: January 2016





SAMPLE OF PAST PROJECTS COMPLETED

Owner: Fort Worth ISD

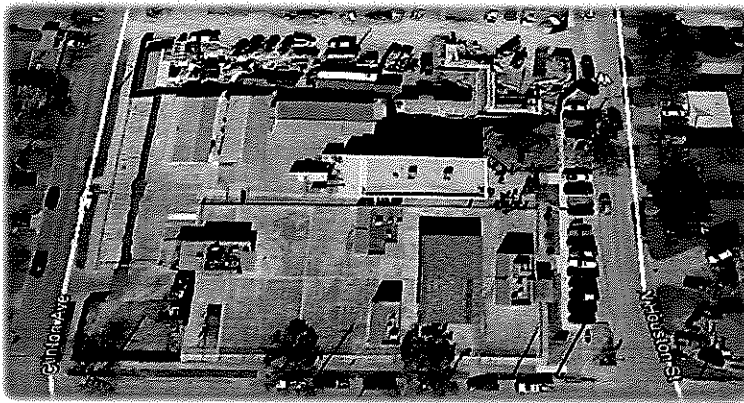
Contact: Jennifer Norris

Phone: 972-776-5408

Project Description: Demolition of the former Washington Heights Elementary School, which included exposing the 30,000 SF underground school by removing the concrete area that covered the roof, punching a hole in the roof to allow excavators access to gut out the interior before cracking the foundation to allow for adequate drainage and backfilling the void. The 4 satellite entrances and gymnasium were demolished as well.

Contract Amount: \$ 265,100.00

Completion Date: August 2016





SAMPLE OF PAST PROJECTS COMPLETED

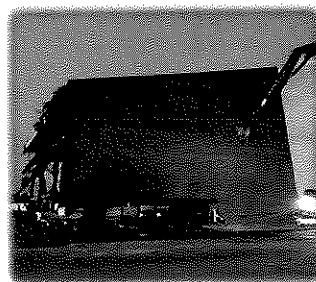
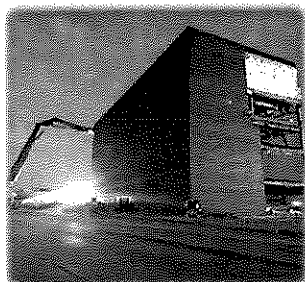
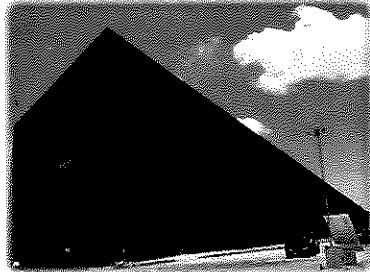
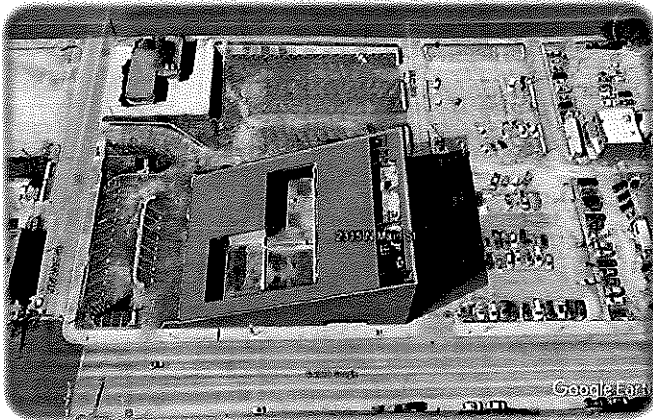
Owner: Springhill Suites

Contractor: Arch-Con

Project Description: Asbestos Abatement and Demolition of the former Wells Fargo Wedge building located in the Fort Worth Stockyards. Demolition included the removal of underground basement, former underground teller tunnels and removal of site pavement to make way for the new Springhill Suites Hotel. The structure was a 5-story building demolished using our High Reach Excavator, so some demolition work required road closures due to the building being so close to main street.

Contract Amount: \$ 452,501.00.00

Completion Date: August 2016





PROJECT & BUSINESS REFERENCES

QuikTrip Corporation

Troy Brown – Construction Manager
817-786-3191 tbrown@quiktrip.com
Arin Johnson – Construction Manager
ajohnson@quiktrip.com
Scott Perry – Construction Manager
817-786-3158 sperry@quiktrip.com
1120 N. Industrial Blvd., Euless, TX 76039

Demolition at various sites for numerous stores over the last 5 years. Scope of work has included building and site demolition, NESHAP compliant demolition, erosion control, SWP3 implementation and compliance, rough grading, traffic control, removal of site paving, dismantling of 2 commercial warehouse buildings, and coordinate relocation of bus stop and canopies with DART.

City of Fort Worth

Roger Grantham - City of Fort Worth Environmental Management Roger Grantham
817-392-8592 Roger.Grantham@fortworthtexas.gov
200 Texas Street, Fort Worth, TX 76102

Abatement, demolition and NESHAP demolition of various commercial and residential structures including the Spinks Airport in Fort Worth and our 5th Annual Demolition Services Contract with the City of Fort Worth

City of Grand Prairie

Steve Collins – Code Enforcement Supervisor – Special Projects
972-237-8046 scollins@gptx.org
Victor A. Hernandez - Development Rehabilitation Coordinator - Housing & Neighborhood Services
972-237-8163 vhernand@gptx.org
206 W. Church Street, Grand Prairie, TX 75050

Abatement and demolition of multiple commercial and residential projects, including the former Grand Prairie Police Station, 911 and Jail Facility

Grayson County

Jeff Schneider or Bart Lawrence (Grayson County Commissioner)
903-786-2904 or 903-813-4318

NESHAP compliant demolition of several condemned buildings located at the North Texas Regional Airport and the Grayson County College Campus

City of Denison

Gabe Reaume - Director of Community and Development Services
903-465-2720 ext. 2466 greaume@cityofdenison.com
500 W. Chestnut Street, Denison, Texas 75020

NESHAP compliant demolition of condemned hospital, nurse's quarters and sheds including foundations, all pavement and associated flat-work

Basden Steel & Erection

Bob Rowe - Project Manager or Bruce Basden - President
817-295-2221 bob@basdensteel.com
645 E. Renfro St., Burleson, TX 76028

Site demolition, haul in select fill, moisture condition, pack in lifts, proctor density testing, grading, and pad prep for building expansion. Phase I, II, and III

Sunbelt Industrial Services

Casey Padgett, Project Manager
817-877-0866 CPadgett@sun-belt.com
2415 Cullen St., Fort Worth, Texas 76107

Demolition of Lucky Lady Corporate Office and removal of several 7-11 pump canopies, pavement and dirt removal projects for TRVA

HP EnviroVision

Tom Palet, President
972-399-0068 tom@hpenvironvision.com
310 E Trinity Blvd, Ste 800, Grand Prairie, TX 75050

Demolition of formal storage facility for UT Southwestern Medical. NESHA Demolition of SMU Olympic Pool including diving board structures, pump rooms and locker rooms and various other projects.

North Tarrant Infrastructure

Justin Benge, Senior Project Manager
817-717-1775 jbenge@ferrovial.us
4282 North Freeway, Fort Worth, TX 76137

Demolition of various residential, commercial and industrial structures along the I-35 W corridor to accommodate the TxDOT I-35 Highway Expansion Project.



COMPANY OVERVIEW

Garrett Demolition is an individually owned and operated firm that has a strong history of successfully meeting and exceeding customer needs while maintaining the highest possible standards for safety and quality. The business was established in 2005 as Garrett Excavation & Demolition and Incorporated in 2009 becoming Garrett Demolition, Inc.

We possess strong management skills, exemplary employees, and a clear understanding of the project goals. Employees are provided with demolition safety training beginning with initial sessions to familiarize them with company goals and objectives and job specific duties and continuing throughout their tenure with ongoing safety and quality training.

Garrett Demolition provides excellent service, superior management and client satisfaction at a reasonable cost. This is done while achieving and maintaining leadership as a provider of demolition services through technical competence and professional integrity. While striving to make our clients demolition needs our top priority, we are also forming enduring partnerships.

Garrett Demolition is an active member of the National Demolition Association amongst several other notable industry specific organizations. The management and personnel combine to have over 60 years of experience in the demolition and construction industry.

STAFF QUALIFICATIONS

A well-qualified staff is critical to the success of any project. Garrett Demolition prides itself on assembling a team of highly skilled individuals.

Each contributes unique abilities and talents, forming a well-balanced team. To-date, our team has successfully completed all projects safely, on time and within budget.

Our proposed key personnel includes the following individuals:

Key Personnel	Title	Job Description
Bradley Garrett	President	Oversees day-to-day operations. Mr. Garrett operates heavy equipment, including, but not limited to excavators, front-end loaders, bulldozers, skid steers, blades, backhoes and track-hoes. He oversees all projects and employees and is responsible for monitoring project deadlines, ensuring that all projects stay within time and budget guidelines. You will always find Mr. Garrett on site either operating the equipment or ensuring that the project is being completed safely and efficiently. Mr. Garrett comes from a respectable line of construction contractors, being the son of Jim and Sarah Garrett, owners of Garrett Development Group and Gold Star Homes. He is also carrying on the legacy of his grandfather, Harold Garrett of Harold Garrett Wrecking.
April Collmar	Secretary / Treasurer Operations Manager	Ms. Collmar has worked for Garrett Demolition since 2005. She has a thorough knowledge of the construction and demolition industry. Ms. Collmar has worked as an office manager, project coordinator and Human Resources Specialist for a residential home builder, was a licensed Escrow Officer for a title company and a Paralegal at a Dallas Law Firm. Her duties include, but are not limited to estimating, project management, contract administrator, document preparation and project coordinating. Her duties also include payroll, Human Resources, file maintenance, accounts payable and accounts receivable.
Larry Grisham	Estimator Project Supervisor	Mr. Grisham has been with Garrett Demolition since 2015. He has a vast knowledge of the construction and demolition industry that began with his service in the U.S. Navy from 1969 to 1990. He had been responsible for estimating, contract negotiations and project supervision of naval ship repairs on ships that were both state side and abroad. After his service he continued his career in the construction industry. His duties include, but are not limited to estimating, contract negotiations, project supervisor, contract review and client relations.
Melinda Bee	Project Coordinator	Mrs. Bee has been with Garrett Demolition 2011. She has a vast knowledge of the construction industry, including project management, architectural design and project coordination. Her duties include, but are not limited to project review, assisting the estimators, project coordination, scheduling, obtaining all necessary permits, filing TDSHS 10 Day Notifications, processing certificate of insurance requests and coordinating utility kills and locates

Julia Bolin	Human Resources Specialist A/P and A/R	Ms. Bolin has worked with Garrett Demolition for 5 years. Her duties include, but are not limited to payroll, Human Resources, file maintenance, accounts payable and accounts receivable.
Ryan Manning	Site Supervisor Equipment Operator	Mr. Manning has been with Garrett Demolition since 2015. He possesses a vast array of construction experience. His duties include, but are not limited to maintaining safety on the job site, overseeing field crews, operating heavy equipment, loading trucks and trailers, reading plans and communicating with clients in regards to project status and changes. Mr. Manning has over 18 years of experience as an equipment operator and in the demolition industry. He has also completed the OSHA 30 hour training course
Josh Allen	Equipment Operator Project Foreman	Mr. Allen has worked for Garrett Demolition since 2015. He assists Mr. Garrett in the day-to-day operations. He is responsible for maintaining safety on the job site, operating heavy equipment, loading trucks / trailers, reading plans and communicating with clients in regards to project status and changes. Mr. Allen has over 10 years of experience as an equipment operator in the demolition industry.
Tyler Bright	Equipment Operator Project Foreman	Mr. Bright has worked for Garrett Demolition since 2016. He assists Mr. Garrett in the day-to-day operations. He is responsible for maintaining safety on the job site, operating heavy equipment, loading trucks / trailers, reading plans and communicating with clients in regards to project status and changes. Mr. Bright has over 6 years of experience as an equipment operator in the demolition industry.

2018 Building Demolition Services RFP - Evaluation

Date: 10/24/2018

Evaluation Criteria	Whole Environmental, Inc.	Midwest Wrecking Co. of Texas, Inc.	RNDI Companies, Inc.	Garrett Demolition, Inc.
Lump Sum Fee	\$ 138,990.00	\$ 49,840.00	\$ 113,600.00	\$ 64,475.00

Evaluation Criteria	Whole Environmental, Inc.	Midwest Wrecking Co. of Texas, Inc.	RNDI Companies, Inc.	Garrett Demolition, Inc.
Experience (50%)	15.0	36.7	23.3	49.3
References (30%)	15.0	22.7	16.7	30.0
Lump Sum Fee (20%)	3.3	19.3	8.3	15.3
Total Points Distributed	33.3	78.7	48.3	94.6



Sherman
ENGINEERING DEPT.
220 W. MULBERRY
SHERMAN, TX 75060





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

D.6.

Meeting Date: 11/05/2018

Prepared By: Mark Gibson, Director of Utilities

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 6422**

Accepting the Contract with Lynn Vessels Construction, LLC as Complete for All Equipment, Materials and Construction of the City of Sherman Industrial Sewer Replacement Project

Issue:

To consider and act upon a resolution approving the Greater Texoma Utility Authority's (GTUA) acceptance of the contract with Lynn Vessels Construction, LLC as complete for all equipment, materials and construction of the City of Sherman Industrial Sewer Replacement Project

Background:

The City's Capital Improvement Program contained a project to finance and construct a new relief sewer serving the Blalock Industrial Park in southwest Sherman. The project has been completed and is ready for formal acceptance by the City.

Origination:

Utilities Administration 710

Financial Consideration:

The staff recommends accepting the contract with Lynn Vessels Construction, LLC as complete for all equipment, materials and construction of the City of Sherman Industrial Sewer Replacement Project.

Staff Recommendation:

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

Alternatives:

As may be directed by the Council

Attachments

Resolution No. 6422

GTUA's Agenda Communication Form

Aerial Location Map

RESOLUTION NO. 6422

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

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

WHEREAS, the Greater Texoma Utility Authority has entered into a contract with Lynn Vessels Construction, LLC for all equipment, materials and construction of the City of Sherman Industrial Sewer Replacement Project for the City of Sherman, Texas; and

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

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

SECTION 1. That the City Council of the City of Sherman, Texas, hereby formally accepts the contract with Lynn Vessels Construction, LLC for all equipment, materials and construction of the City of Sherman Industrial Sewer Replacement Project as complete.

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

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

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**



GREATER TEXOMA UTILITY AUTHORITY

AGENDA COMMUNICATION

DATE: October 8, 2018

SUBJECT: AGENDA ITEM NO. VIII

**CONSIDER AND ACT UPON CHANGE ORDER NO. 4 AND A RESOLUTION BY THE BOARD OF DIRECTORS
OF THE GREATER TEXOMA UTILITY AUTHORITY ACCEPTING THE CONTRACT WITH LYNN VESSELS
CONSTRUCTION LLC FOR THE CITY OF SHERMAN INDUSTRIAL SEWER PROJECT AS COMPLETE**

ISSUE

Consideration of Change Order No. 4 and a resolution by the Board of Directors of the Greater Texoma Utility Authority accepting the contract with Lynn Vessels Construction LLC for the City of Sherman Industrial Sewer Project as complete.

BACKGROUND

The City of Sherman requested the Authority's assistance with financing a new wastewater collection line that will bring sewer from the Blalock Industrial Park to the City of Sherman's Wastewater Treatment Plant. The project will consist of the construction of approximately 6,000 feet of 21-inch, 3,000 linear feet of 18-inch and 800 linear feet of 15-inch PVC gravity sanitary sewer lines. The work includes excavation and backfill, encased bores, aerial crossing, FRP manholes, sewer line placement, erosion control and street repair. This project crosses US Highway 75 (TxDOT), a main line railroad (NSF) and three industrial railroad spurs.

At the September meeting, the Board Authorized award of contract to Lynn Vessels construction in the amount of \$1,535,766.64.

Change Order No. 1 was approved at the October 2017 Board Meeting which included the substitution of Vylon for PVC on the 21-inch pipe. PVC pipe was the product awarded in the base bid, however, the PVC pipe suppliers claimed force majeure due to the gulf coast storms interrupting their supply chain. Change Order No. 1 resulted in an increase of \$5,376.51 resulting in a revised contract amount of \$1,541,143.15.

At the time of Change Order No. 1, the plan was agreed upon to hold off on ordering the 18 and 15 inch pipe until later in the project, hoping that the PVC pipe prices would stabilize. This has not occurred by February 2018, resulting in the need to approve Change Order No. 2. Change Order No. 2 authorized the contractor to proceed with purchasing the remainder of PVC pipe in sizes 12 inch – 18 inch at the increased prices. The Contractor was authorized to change the sewer size from 15 inch to 18 inch from sta. 89+65 to sta. 91+76 on a revised grade to lower the bore under the railroad spurs by about 1 foot to avoid conflict with existing sewer field measured to be lower than shown on the plans. Change Order No. 2 resulted in an increase of \$21,199.10 to the contract, resulting in a revised contract amount of \$1,562,342.25.

Change Order No. 3 consisted of increasing approximately 380' of sewer from 15" to 18". When the contractor excavated the 15" industrial sewer that serves the west part of the industrial park, it was discovered that the existing pipe was 3.75" lower than it was show on the plans. In order to maintain adequate flow capacity in this new section of line with a reduced slope, the sewer needed to be upsized from 15" to 18". Also included in this Change Order was a 6" sewer service for Hart Lumber which came to fruition after the project had bid. Change Order No. 3 was in an increase of \$11,178.25 to the contract, resulting in a revised contract amount of \$1,573,520.50.



GREATER TEXOMA UTILITY AUTHORITY AGENDA COMMUNICATION

PAGE 2

Change Order No. 4 is considered the final reconciliation change order which is common on a pipeline job. There were twelve (12) bid item quantities that were addressed Change Order No. 4. Ten (10) of these were decreases in materials and cost and two (2) were increases. Overall, Change Order No. 4 represents a reduction of \$37,899.64 to the contract, resulting in a revised contract amount of \$1,535,620.86.

CONSIDERATIONS

David Gattis with Freeman-Millican, Inc. has informed the Authority staff the project is now ready to consider as complete.

The City of Sherman Council will consider this matter at their November 5th, 2018 council meeting.

STAFF RECOMMENDATIONS

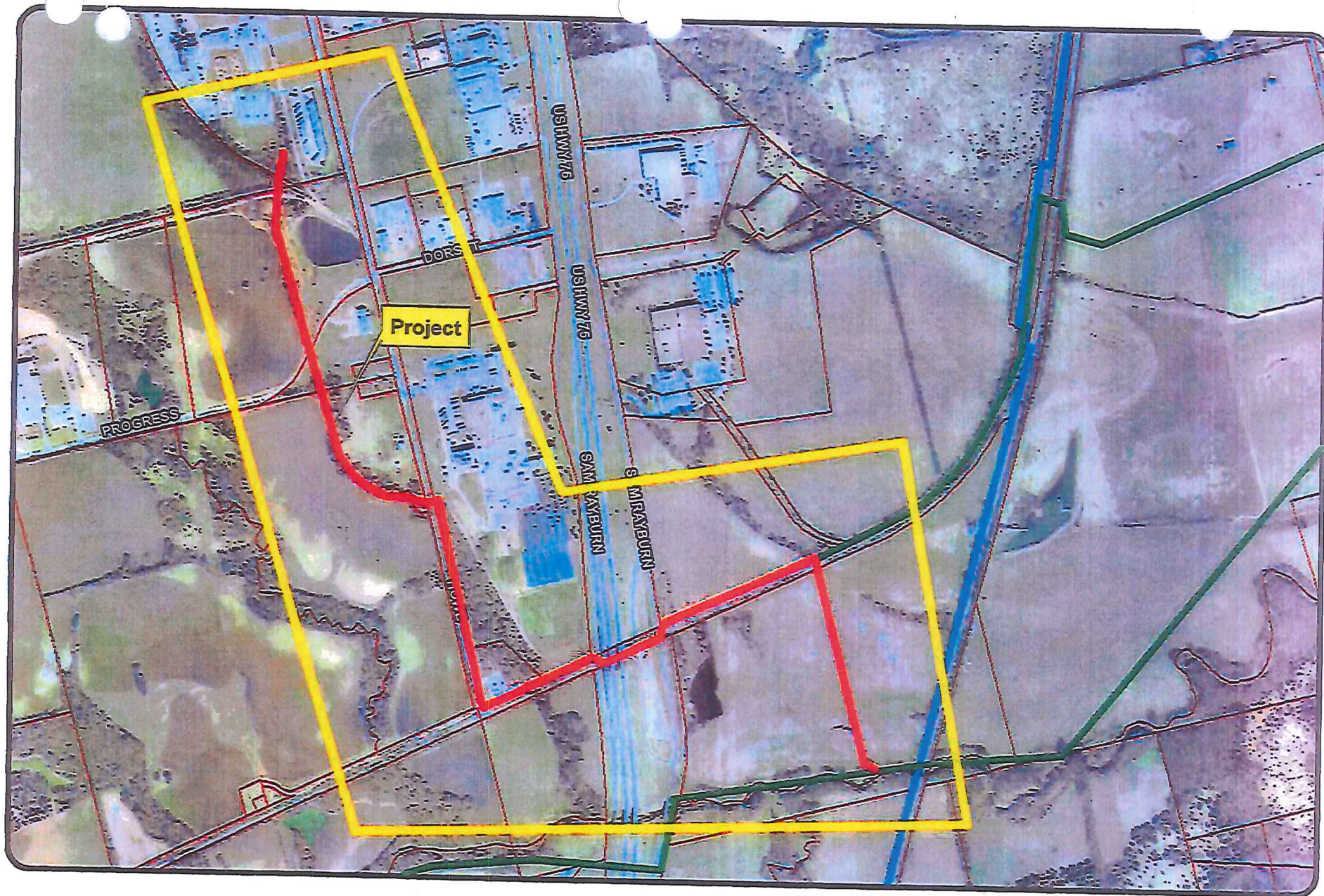
The Authority staff recommends approving Change Order No. 4 to the contract with Lynn Vessels Construction LLC for the City of Sherman Industrial Sewer Project; and authorizing the execution of a resolution accepting the contract as complete. The recommended action would be contingent upon the City of Sherman Council taking a similar action.

ATTACHED

Change Order No. 4 and supporting documentation
Resolution
Closeout Documents

PREPARED AND SUBMITTED BY:

Drew Satterwhite, P.E., General Manager



Sherman
CLASSIC TOWN, BROAD HORIZON.
ENGINEERING DEPARTMENT

Location Map:
Industrial Sewer



1 inch = 1,000 feet



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

D.7.

Meeting Date: 11/05/2018

Prepared By: Mark Gibson, Director of Utilities

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 6423**

Authorizing Execution of a Professional Engineering Services Agreement with Perkins Engineering Consultants, Inc. for the Design of the Aeration and Secondary Treatment Improvements at the Sherman Wastewater Treatment Plant

Issue:

To consider a contract for professional engineering services with Perkins Engineering Consultants, Inc. for the design of the Aeration and Secondary Treatment Improvements at the Sherman Wastewater Treatment Plant

Background:

The current Capital Improvement Program contains a project to upgrade the aeration portion of the Wastewater Treatment Plant. Replacement of blower equipment and aeration basin piping, and secondary clarifier improvements are included in the project.

Origination:

Utilities Administration 710

Financial Consideration:

The fee for engineering services will be \$532,822.00. The project will be funded through the Greater Texoma Utility Authority (GTUA).

Staff Recommendation:

It is recommended that the contract for professional engineering services with Perkins Engineering Consultants, Inc. to design the Aeration and Secondary Treatment Improvements at the Sherman Wastewater Treatment Plant be approved.

Alternatives:

As may be directed by the City Council

Attachments

Resolution No. 6423

Professional Services Agreement

Aerial Location Map

RESOLUTION NO. 6423

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH PERKINS ENGINEERING CONSULTANTS, INC. FOR THE DESIGN OF THE AERATION AND SECONDARY TREATMENT IMPROVEMENTS AT THE SHERMAN WASTEWATER TREATMENT PLANT; 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 Engineering Services Agreement with Perkins Engineering Consultants, Inc. for the design of the Aeration and Secondary Treatment Improvements at the Sherman Wastewater Treatment Plant, in accordance with all contract documents attached hereto and made a part hereof for all purposes.

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

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

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

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



PROFESSIONAL SERVICES AGREEMENT

Project No. SHE 18-002

This AGREEMENT is entered on the date of execution by and between PERKINS ENGINEERING CONSULTANTS, INC., (CONSULTANT), and the City of Sherman (CLIENT).

CONSULTANT INFORMATION

Perkins Engineering Consultants, Inc.
6001 Interstate 20 West, Suite 219
Arlington, Texas 76017
Attention: Mark A. Perkins, P.E.
(817) 719-0372
mperkins@perkinsconsultants.com

CLIENT INFORMATION

City of Sherman
220 W. Mulberry
Sherman, Texas 75090
Attention: Mark Gibson
(903) 892-7210
markg@ci.sherman.tx.us

SCOPE: Provide Professional Services to assist with detailed design, advertisement and bid phase and construction phase services for the Aeration and Other Secondary Treatment Improvements at the Post Oak Wastewater Treatment Plant.

SCOPE OF SERVICES: See Attachment A.

COMPENSATION: Compensation will be on a lump sum basis, with total compensation not to exceed \$532,822 without prior approval from the CLIENT. Billing will be on a monthly basis based on the percentage of work completed, subdivided into three project phases as detailed in the following table.

Task No.	Description	Fee
I	Detailed Design	\$ 370,117
II	Advertisement and Bid Phase Services	\$ 30,080
III	Construction Phase Services	\$ 132,624
Total		\$ 532,822

OTHER TERMS: CLIENT will be responsible for the following:

1. Arranging for CONSULTANTS's access to CLIENT facilities and to documents related to the project.
2. Providing daily inspection services during the construction phase. Resident representation is not included.
3. Coordinating and costs of project advertising during bid phase.

The following conditions may result in work that may require compensation beyond the amount described above:

1. Detailed analytical testing, mechanical or electrical equipment testing and/or structural integrity testing.
2. Accompanying CLIENT personnel on site visits outside of the north Texas region, unless expenses are covered by Others.
3. Splitting the project. Only one contract package without any pre-purchased equipment included in the design.
4. Pre-bidding of equipment. ABLS pump to be included in the contract documents at a pre-negotiated price.
5. Preparation of or update of plant O&M manual and/or asset management assistance.

Services covered by this AGREEMENT will be performed in accordance with the PROVISIONS attached to this form and any other attachments or schedules. This AGREEMENT supersedes all prior AGREEMENTS and understandings and may only be changed by written amendment executed by both parties.

Approval for CLIENT

By _____

Date _____

Accepted for Perkins Engineering Consultants, Inc.

By  _____

Mark A. Perkins, P.E., President

Date September 18, 2018

PROVISIONS

1. Authorization to Proceed

Execution of this AGREEMENT by the CLIENT will be authorization for PERKINS ENGINEERING CONSULTANTS, INC. ("ENGINEER") to proceed with the work, unless otherwise provided for in this AGREEMENT.

2. Per Diem Rates

ENGINEER's Per Diem Rates, when the basis of compensation, are those hourly or daily rates charged for work performed on CLIENT's Project by ENGINEER's employees of the indicated classifications. These rates are subject to annual calendar year adjustments and include all allowances for salary, overheads, and fee, but do not include allowances for Direct Expenses. (This provision is not applicable for assignments for which compensation is on a lump-sum basis)

3. Direct Expenses

ENGINEER's Direct Expenses, when part of the basis of compensation, are those costs incurred on or directly for the CLIENT's Project, including, but not limited to, necessary transportation costs, including ENGINEER's current rates for ENGINEER's vehicles; meals and lodging; laboratory tests and analyses; computer services; word processing services, telephone, printing, binding, and reproduction charges; all costs associated with outside consultants, subconsultants, subcontractors, and other outside services and facilities; and other similar costs. Reimbursement for Direct Expenses will be on the basis of actual charges when furnished by commercial sources and on the basis of current rates when furnished by ENGINEER.

4. Cost Opinions

Any cost opinions or Project economic evaluations provided by ENGINEER will be on a basis of experience and judgment; but, since it has no control over market conditions or bidding procedures, ENGINEER cannot warrant that bids, ultimate construction cost, or Project economics will not vary from these opinions.

5. Termination

This AGREEMENT may be terminated for convenience on 30 days' written notice by either party with or without cause. On termination, ENGINEER will be paid for all work performed up to the termination date plus termination expenses, such as, but not limited to, reassignment of personnel, subcontract termination costs, and related closeout costs. If no notice of termination is given, relationships and obligations created by this AGREEMENT, except Articles 7 through 14, will be terminated upon completion of all applicable requirements of this AGREEMENT.

6. Payment to ENGINEER

Monthly invoices will be issued by ENGINEER for all work performed under this AGREEMENT. Invoices are due and payable on receipt. Interest at the rate of 1-1/2 percent per month, or that permitted by law if lesser, will be charged on all past-due amounts starting 30 days after date of invoice. Payments will first be credited to interest and then to principal.

In the event of a disputed or contested billing, only that portion so contested will be withheld from payment, and the undisputed portion will be paid. The CLIENT will exercise reasonableness in contesting any bill or portion thereof. No interest will accrue on any contested portion of the billing until mutually resolved.

7. Independent Consultant

ENGINEER agrees to perform all services as an independent consultant and not as a subcontractor, agent or employee of the CLIENT.

8. Litigation Assistance

Unless specifically set forth in the Scope of Services, the Scope of Services does not include costs of the ENGINEER for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation, public hearings, enforcement action, or other administrative proceedings taken or defended by the CLIENT.

All such services required or requested of the ENGINEER by the CLIENT, except for suits or claims between the parties to this AGREEMENT, will be reimbursed as may be mutually agreed, unless and until there is a finding by a court or arbitrator that ENGINEER's sole negligence caused CLIENT's damage.

9. Venue

In the event that any legal proceeding is brought to enforce this AGREEMENT or any provision hereof, the same shall be brought in Grayson County, Texas and shall be governed by the laws of the State of Texas.

10. Severability and Survival

If any of the provisions contained in this AGREEMENT are held illegal, invalid or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. Limitations of liability and indemnities shall survive termination of this AGREEMENT for any cause.

11. Interpretation

The limitations of liability and indemnities will apply whether ENGINEER's liability arises under breach of contract or warranty; tort, including negligence; strict liability; statutory liability; or any other cause of action, except for willful misconduct or gross negligence for limitations of liability and sole negligence for indemnification, and shall apply to ENGINEER's officers, affiliated corporation, employees and subcontractors. The law of the state of Texas shall govern the validity of this AGREEMENT, its interpretation and performance, and any other claims related to it.

12. No Third Party Beneficiaries

This AGREEMENT gives no rights or benefits to anyone other than the CLIENT and ENGINEER and has no third party beneficiaries. The CLIENT will include a provision in each agreement which CLIENT enters into with any other entity or person that such entity or person shall have no third-party beneficiary rights under this Agreement.

ENGINEER's services are defined solely by this AGREEMENT, and not by any other contract or AGREEMENT that may be associated with the Project.

13. Liability

- a. ENGINEER's services shall be governed by the negligence standard for professional services, measured as of the time those services are performed.
- b. The CLIENT's review, approval, or acceptance of, or payment for, any of these services shall not be construed to operate as a waiver of any rights under this AGREEMENT or of any cause of action arising out of the performances of this AGREEMENT, and the ENGINEER shall be and remain liable in accordance with applicable law for all damages to the CLIENT caused by ENGINEER's omissions or negligent performance of any of the services furnished under this AGREEMENT.
- d. As used herein, ENGINEER includes the corporation, subcontractors, and any of its or their officers, or employees. This assignment may not include "engineering" as defined by the Texas Engineering Practice Act.
- e. Any contract claim must be brought within 2 years from the day following the act or omission giving rise to the breach of contract claim.

14. Assignment

Neither Party will assign all or any part of this Agreement without prior written consent to the other party.

City of Sherman

Post Oak WWTP

Aeration and Other Secondary Treatment Improvements

Detailed Design, Advertisement and Bid Phase and Construction Administration Assistance



ATTACHMENT A

Scope of Work

TASK I – Detailed Design

1. Complete detailed design of improvements summarized in the Aeration and Other Secondary Treatment Improvements Options Evaluation and Preliminary Design memorandum dated April 2018 and detailed below. Specification numbering and titling will follow 6-digit CSI MasterFormat.
 - *Multistage Centrifugal Blower Replacement*
 - Existing Blower Removal
 - Concrete Pad and Blower Discharge Piping Modifications (Minimal Anticipated)
 - Multistage Centrifugal Blowers, typ. 3 at 3,550 scfm each at 9.0 psig, with Soft Starters
 - Electrical, Instrumentation and SCADA Improvements
 - *Blower Building Improvements and Switchboard Roof Structure*
 - Existing Blower Building Façade Removal and New Façade with Overhead Door and Personnel Door
 - Switchgear Removal and Switchgear Pad Demolition
 - Lighting Upgrade at Existing Blower Building
 - New Exhaust Fans for Existing Blower Building
 - Roof Structure over Existing Switchboard
 - *New Blower Control Building and Switchgear*
 - Blower Control Building with HVAC, Lighting and Positive Pressurization Unit
 - Switchgear with Main-Tie-Main Configuration
 - I/C Panel/SCADA with PLC Programming
 - Generator Connection
 - NEMA 3R Splice Enclosures and Wireway
 - Cable Tray System including Aerial Supports
 - Power, Control and Signal Wiring
 - Grounding
 - Replacement of Exterior Lighting at North End of Aeration Basins
 - *Air Valve, Air Flow Meter and Diffuser Replacement*
 - Existing Diffuser Removal and Basin Floor Preparation with Debris Removal
 - Fine-Bubble Membrane Disk Diffusers and Associated Grid Piping
 - 23 Replacement Air Valves, Manually Actuated (four at 12-inch, six at 8-inch, six at 6-inch, seven at 4-inch)
 - Hard Air Piping from Aeration Basin No. 1 to Alum Tanks
 - Air Flow Meter on Common Header
 - *Gate and Telescoping Valve (TSV) Rehabilitation and Replacement*
 - Replacement of 12 Gates at the Aeration Basins, 11 Manually and One Electrically Actuated
 - Replacement of Three Gate Mechanisms and One Bent Stem at ABLS

- Removal of Gates P.G. 1, 2 and 3 and Replacement with Grating Support Beams
- Removal of Bypass Valve and Actuator and Replacement with Spool Piece
- Replacement of Three Gates at the Bio Clarifier Splitter Box, Manually Actuated
- Replacement of Three TSVs at the Bio Clarifier Splitter Box, Manually Actuated
- *ABLS Improvements*
 - Elevating ABLs Monorail and Festoon Cable
 - Screw Pump Removal
 - Wet Well Modifications
 - ABLs Pump with VFD and Discharge Piping and Valves
 - Drain Valves for ABLs Pump Wells
- *Bio-Clarifier Mechanism and Effluent Trough and Weir Replacement*
 - Dome Access for Replacement Work
 - Replacement of Mechanism, Effluent Weirs, Troughs, Box, typ. 3 Clarifiers each 100 ft Diameter
 - Replacement of Control Panel, typ. 3, and associated Electrical and SCADA
 - Replacement of Exterior Lighting at Splitter Box
 - Rerouting of Power to Bio-Clarifier No. 2
- 2. Review and refine general and supplemental conditions or front-end documents.
- 3. Conduct site visit to Post Oak WWTP to evaluate concrete repair issues associated with gate replacement and up to three additional site visits for field observations, measurements and plant staff interviews.
- 4. Coordinate with Xylem Flygt for pre-negotiated price for fourth ABLs pump of identical design to three existing ABLs pumps. All other equipment will be competitively bid with multiple listed potential suppliers.
- 5. Coordinate detailed design with consultant team, with major subconsultant tasks by discipline detailed below.
 - *Electrical and Instrumentation*
 - Electrical, Instrumentation and SCADA Improvements for new Multistage Centrifugal Blowers, typ. 3 at 250 HP with Soft Starters
 - Lighting Upgrade at Existing Blower Building
 - Air Flow Meter on Common Header
 - Electric Actuation of New Gate at Bypass
 - Blower Control Building Electrical and Instrumentation Design
 - Switchgear with Main-Tie-Main Configuration
 - I/C Panel/SCADA with PLC Programming
 - Generator Connection
 - NEMA 3R Splice Enclosures and Wireway to Power ABLs Pumps and Other Equipment from new Blower Control Building
 - Cable Tray System including Aerial Supports
 - Power, Control and Signal Wiring
 - Grounding
 - Replacement of Exterior Lighting at North End of Aeration Basins
 - Festooning of ABLs Monorail Cable
 - Electrical and Instrumentation for ABLs Pump with VFD
 - Replacement of Bio-Clarifier Control Panels, typ. 3, and associated Electrical and Instrumentation
 - Replacement of Exterior Lighting at Splitter Box
 - Rerouting of Power to Bio-Clarifier No. 2

- HVAC
 - Blower Control Building HVAC Design and Positive Pressurization Unit
 - New Exhaust Fans for Existing Blower Building
 - Structural
 - Blower Control Building Slab and Other Structural
 - Roof Structure over Existing Switchboard
 - Grating Support Beams at Removed Gates P.G. 1, 2 and 3
 - Elevating ABLS Monorail
 - Wet Well Modifications for New ABLS Immersible Pump versus Existing Screw Pump
 - Architectural
 - Existing Blower Building Façade Removal and New Façade with Overhead Door and Personnel Door
 - Blower Control Building Architectural Design
6. Coordinate and attend internal review meetings with PECl and FMI at the PECl office in Arlington at the 30-percent, 60-percent and 90-percent milestones.
 7. Coordinate and attend Client review meetings at the Post Oak WWTP at the 30-percent, 60-percent and 90-percent milestones. An updated opinion of probable construction costs (OPCC) will be provided at each review milestone. It is anticipated equipment specifications only will be provided at the 30-percent and 60-percent review milestones, with the complete set of specifications provided at the 90-percent review milestone.
 8. Compile and incorporate City comments received at the 30-percent, 60-percent and 90-percent review milestones.
 9. Seal and submit final construction documents. City will be provided two half sized copies and one full-sized copy of the sealed drawings and PDF versions of the sealed drawings and specifications. No additional hard copies are anticipated.
 10. Develop and submit Summary Transmittal Letter to the TCEQ. Follow-up with TCEQ during review process.

Services under Task I to be performed during the detailed design phase. Only one contract package without any pre-purchased equipment will be included in the final design. The following section details the scope of services for this phase.

Project Management

Description: The CONSULTANT will manage and control professional services to provide efficient completion of the project. Under this task, the CONSULTANT will provide the following documents:

- Monthly Project Invoices
- Monthly Decisions Logs / Action Item List Updates

Assumptions: A nine-month design period has been estimated by the Consultant.

Meetings

Description: CONSULTANT will conduct design progress meetings to obtain decisions and input from the CLIENT. CONSULTANT will be responsible for developing meeting agendas, providing

the materials for the meetings, and preparing meeting notes summarizing the major discussion items, action items and decisions made.

CONSULTANT will conduct three design progress or review meetings during detailed design. CONSULTANT will provide the applicable drawings and specifications in digital format at least a week prior to the workshop. Workshop topics will be as follows:

- 30-percent Design Review
 - Establish conceptual layout, configuration, and location of proposed facilities
- 60-percent Design Review
 - Preliminary plans and specifications
- Final Design Review
 - All drawings and specifications at 90-percent complete

Construction Documents

Description: Develop specific design features for each of the project elements. Preparation of the plans and specifications is based upon preparing one package of bid documents for construction of all the project elements.

Quality Control Description

CONSULTANT will administer quality control procedures to provide plans and specifications that meet the normal standard of care for public works construction. All documents will be subject to Consultant's standard quality management procedures for planning, coordination, checking, reviewing, and scheduling the work.

Preliminary Bid-Issue Plans and Specifications

This is the bid-issue set of plans and specifications that includes review engineering seals. Previous review comments will have been incorporated.

Final Bid-Issue Contract Documents

Incorporate the review comments from the CLIENT's final design review into the Final Bid-Issue contract documents. Bid-Issue Contract Documents will be furnished in electronic (pdf) format; printed copies will be furnished as described in Item 9 earlier in this section. A "summary transmittal letter" will be prepared to notify TCEQ of the project; plans and specifications will be submitted for review if requested by TCEQ.

Specifications

Preparation of instructions to bidders, bid form, general and supplementary conditions and technical specifications required for the Project. All front-end General/Special Conditions will be prepared using GTUA's standard format.

Construction Cost Opinion

Provide a project cost opinion prior to the Bid Date.

TASK II – Advertisement and Bid Phase Assistance

1. Coordinate with City-selected planholder document distribution service. City will pay for advertisement costs and planholder document distribution directly.
2. Coordinate and attend pre-bid conference.
3. Respond to questions and information requests during advertisement phase.
4. Prepare addenda, to be uploaded to and distributed by City selected planholder document distribution service.
5. Attend bid opening.
6. Review and evaluate received bids. Recommend general contractor for award.
7. Conform construction documents. City will be provided four half-sized copies and one full-sized copies of the conformed drawings and two copies of the conformed specifications. No other hard copies are anticipated for the City nor Contractor. Conformed documents in PDF will be submitted via flash drive or other requested medium.

Services under Task II to be performed during the advertisement and bid phase. The following section details the scope of services for this phase.

Distribution of plans, specifications, and addenda

Bid documents will be made available to Contractors and Suppliers through www.civcast.com.

Pre-Bid Conference

A pre-bid conference will be conducted at the project site.

Contractor's Questions

Interpretation of intent of plans and specifications and provide clarifications to bidders.

Addenda

Preparation of addenda to plans and specifications during bid period.

Evaluation of Bids

Assist the CLIENT in evaluating and tabulating the bids. Provide consultation on the acceptability of the general contractors and proposed subcontractors. Provide a written evaluation and recommendation for award.

Conformed Documents

Provide conformed sets of plans and specifications, printed copies will be furnished as described in Item 7 earlier in this section. No conformed sets of plans and specifications to be provided for the Contractor.

TASK III – Construction Phase Assistance

1. Prepare for and attend pre-construction meeting and prepare meeting minutes.
2. Prepare for and attend monthly construction meetings and prepare meeting minutes, assuming an 18-month construction project. It is assumed –
 - Two persons knowledgeable of the process and mechanical design will attend all 18 construction meetings
 - One person knowledgeable of the electrical, instrumentation and HVAC design will attend 16 construction meetings
 - One person knowledgeable of the architectural design will attend 6 construction meetings and
 - One person knowledgeable of the structural design will attend 3 construction meetings.
 - City will provide daily construction inspection services using City personnel.
3. Complete equipment submittal and O&M manual review.
4. Respond to inquiries during construction and maintain construction log.
5. Visit Post Oak WWTP for up to five other construction meetings, equipment startups, etc.
6. Prepare for and attend substantial completion walkthrough and prepare substantial completion punch list.
7. Prepare and distribute record drawings. City will be provided two half-sized copies and one full-sized copy of the record drawings and one copy of the specifications. No other hard copies are anticipated. Record drawings in PDF will be submitted via flash drive or other requested medium.

Services under Task III are to be performed during the construction phase. The following section details the scope of services for this phase.

Project Management

Description: CONSULTANT will manage and control professional services to provide efficient completion of the project. Under this task we will provide the following documents:

- Monthly Project Invoices
- Monthly Decisions Logs / Action Item List Updates

Assumptions: 18 months to substantial completion and 19 months to final completion for construction have been estimated by the Consultant.

Submittals

Review Contractor's submittals in accordance with the Contract Documents. Submittals include shop drawings, diagrams, illustrations, catalog data, schedules, samples, results of tests and inspections, manufacturer's operation and maintenance manuals, and other data which the Contractor is required to submit. These shall be reviewed for general conformance with the design concept of the project and general compliance with the information given in the Contract Documents. Such review is not intended as an approval of the submittals if they deviated from the contract documents or contain errors, omissions, and inconsistencies, nor is it intended to relieve the Contractor of his full responsibility for contract performance, nor is the review intended to ensure or guarantee lack of inconsistencies, errors, and/or omissions between the submittals and the contract requirements. If the total number of resubmittals exceeds the total

number of initial reviews, such excessive reviews will be performed as a special additional service. Maintain log of submittals.

Construction Schedule

Review and comment on the Contractor's proposed construction schedule and the proposed schedule of values. Evaluate for proper distribution of costs and for appropriate and likely completion of the work within the milestones stipulated in the Contract.

Monthly Schedules and Progress Payments

Review monthly construction schedules and progress payments submitted by Contractor and provide recommendations to CLIENT staff.

Requests for Information

Provide responses to RFIs for clarification of plans and specifications within 14 calendar days. Maintain log of all RFIs received. Provide revised specifications and/or plans as required for clarification. Provide the revised documents within 15 days when design revisions are due to lack of clarity or omission from the contract documents. Provide consultation and written response regarding Contractor's potential non-performance and requests for change orders and/or claims for additional compensation.

Construction Meetings

Preconstruction Meeting

Assist CLIENT staff in conducting the pre-construction meeting and provide meeting minutes to the CLIENT.

Monthly Construction and Schedule of Value Meetings

Visit the project site once monthly to coincide with monthly project meetings and/or timing of contractor's monthly pay requests to review the Contractor's progress and the quality of the work and to attempt to determine in general if the work is being constructed in general conformance with the Contract Documents. In performing these services, the CONSULTANT will endeavor to protect the CLIENT against defects and deficiencies in the work of Contractor. The CONSULTANT will report any defects or deficiencies to the CLIENT immediately; however, it is understood that the CONSULTANT does not guarantee the Contractors' performance nor is the CONSULTANT responsible for the means, methods, techniques, sequences, or procedures of construction selected by the Contractor or the safety precautions and programs incident to the work of the Contractor. CONSULTANT shall not be responsible for the acts or omissions of any person (except his own employees and agent) at the project site or otherwise performing any of the work of the project.

The CONSULTANT will prepare the agendas and the meeting minutes.

Project Closeout

Assist CLIENT staff in final construction walk-through and punchlist.

Contract Modifications

Alternative Construction Methods

Review and provide recommendations to the CLIENT on Contractor's requests for changed or alternate construction methods. Provide these recommendations within 21 calendar days.

Contractor Change Order Proposals

Review and provide the CLIENT with recommendations on Contractor's change order proposals.

Record Documents

Revise previously conformed contract plans and specifications to reflect information provided from contractors and inspectors on changes made during the construction phase of the project. Provide printed copies as described in Item 7 earlier in this section.



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

D.8.

Meeting Date: 11/05/2018

Prepared By: Mark Gibson, Director of Utilities

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 6424**

Authorizing Execution of a Professional Engineering Services Agreement with Freeman-Millican, Inc. for the Design of the Fairview Elevated Tank Painting Improvements

Issue:

To consider a contract for professional engineering services with Freeman-Millican, Inc. for the design of the Fairview Elevated Tank Painting Improvements

Background:

The Fairview Elevated Tank was originally scheduled for repair and repainting in the next fiscal year. However, several weeks ago, the tank developed a significant leak. Following the repair of the leak, a detailed underwater inspection of the tank was undertaken and several significant areas of corrosion were noted throughout the tank. These areas represent the potential for additional failures of the tank structure resulting in significant leaks.

To prevent the potential failure of the tank during the high demand period the summer, it is recommended that the tank be repaired and repainted during this winter and early spring so that it can be returned to service prior to summer's high water demands.

Origination:

Utilities Administration 710

Financial Consideration:

The fee for engineering services will be \$65,000.00. The project will be funded through the Greater Texoma Utility Authority (GTUA). Funding in the amount of \$1,300,000.00 is programmed for the project.

Staff Recommendation:

It is recommended that the contract for professional engineering services with Freeman-Millican, Inc. to design the Fairview Elevated Tank Painting Improvements be approved.

Alternatives:

As may be directed by the City Council

Attachments

Resolution No. 6424

Engineering Services Agreement

Aerial Location Map

RESOLUTION NO. 6424

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 DESIGN OF THE FAIRVIEW ELEVATED TANK PAINTING IMPROVEMENTS; 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 Engineering Services Agreement with Freeman-Millican, Inc. for the design of the Fairview Elevated Tank Painting 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 passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

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

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

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

ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT is made and entered by and between the CITY OF SHERMAN, a Home-Rule Municipality, organized and existing under the laws of the state of Texas, hereinafter referred to as "City", and, Freeman-Millican, Inc. hereinafter referred to as "Engineer", to be effective upon the date indicated below.

WITNESSETH:

WHEREAS, the City desires to engage the services of the Engineer to prepare construction plans, specifications, details and special provisions and to perform other related engineering services in connection with the **Sherman Fairview Elevated Tank Repair and Repaint Project** in the City of Sherman, Texas, hereinafter referred to as the "Project"; and

WHEREAS, the Engineer desires to render such engineering services for the City subject to the terms and conditions provided herein.

NOW, THEREFORE, in consideration of the covenants contained herein, and for the mutual benefits to be obtained hereby, the parties hereto agree as follows:

1. **Employment of the Engineer.** The City hereby agrees to retain the Engineer to perform professional engineering services in connection with the Project. Engineer agrees to perform such services in accordance with the terms and conditions of this Agreement.
2. **Scope of Work.** The parties agree that Engineer shall perform such services as are set forth and described in Exhibit "1", which is attached hereto and made a part of this Agreement. The parties understand and agree that deviations or modifications in the form of written contract modifications may be authorized from time to time by the City. Engineer agrees to submit all final documents in a form acceptable to the City.
3. **Time of the Essence.** Time is of the essence. Engineer agrees to commence work immediately upon execution of this Agreement and to proceed diligently to completion except for delays beyond Engineer's reasonable control.
4. **Compensation and Method of Payment.** The parties agree that Engineer shall be compensated for all services provided pursuant to this Agreement in the amount described and set forth in Exhibit "1".
5. **Access To The Site.** City agrees to provide access to the Project area necessary or Engineer to complete his work.
6. **Insurance.** Engineer agrees to procure the following insurance:
 - a. Workers' Compensation as required by law.
 - b. Professional Liability Insurance in an amount not less than \$1,000,000 in the aggregate.

c. Comprehensive General Liability and Property Damage Insurance with minimum limits of \$1,000,000 for injury or death of any one person, \$1,000,000 for each occurrence, and \$1,000,000 for each occurrence of damage to or destruction of property.

d. Comprehensive Automobile and Truck Liability Insurance covering owned, hired, and non-owned vehicles, with minimum limits of \$1,000,000 for injury or death of any one person, \$1,000,000 for each occurrence, and \$1,000,000 for property damage.

e. The Engineer shall include the City as an additional insured under the policies, with the exception of the Professional Liability Insurance and Workers' Compensation. Certificates of Insurance and endorsements shall be furnished to the City before work commences. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, and/or reduced in coverage or in limits ("Change in Coverage") except with prior written consent of the City and only after the City has been provided with written notice of such Change in Coverage, such notice to be sent to the City either by hand delivery to the City Manager or by certified mail, return receipt requested, and received by the City no fewer than thirty (30) days prior to the effective date of such Change in Coverage. Prior to commencing services under this Contract, Engineer shall furnish City with Certificates of Insurance, or formal endorsements as required by this Contract, issued by Engineer's insurer(s), as evidence that policies providing the required coverage, conditions, and limits required by this Contract are in full force and effect.

7. Indemnity and Duty to Defend.

a. Engineer shall release, defend, indemnify and hold city and its officers, agents and employees harmless from and against all damages, injuries (including death), claims, property damages (including loss of use), losses, demands, suits, judgments and costs, including reasonable attorney's fees and expenses, in any way arising out of, related to, or resulting from the services provided by engineer and to the extent caused by the negligent act or omission or intentional wrongful act or omission of engineer, its officers, agents, employees, subcontractors, licensees, invitees or any other third parties for whom engineer is legally responsible. This agreement does not waive, nor shall it be deemed to waive, any immunity or defense, including, but not limited to Governmental immunity that would otherwise be available to the city against claims arising from the exercise of governmental powers and functions.

b. Engineer is expressly required to defend the City against all Claims for which the City becomes liable. In its sole discretion, City shall have the right to select or to approve defense counsel to be retained by Engineer in fulfilling its obligation hereunder to defend and indemnify City, unless such a right is expressly waived by City in writing by the City Manager, approved by the City Attorney, and properly authorized by the City's Council. City reserves the right to provide a portion or all of its own defense; however, City is under no obligation to do so. Any such action by City is not to be construed as a waiver of Engineer's obligation to defend the City or as a waiver of Engineer's obligation to indemnify the City pursuant to this Contract. Engineer shall retain City approved defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this Contract. If Engineer fails to retain Counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and Engineer shall be liable for all costs incurred by City in defense of Claims for which Engineer is liable under this Paragraph.

c. This indemnification and duty to defend is subject to and does not waive any governmental immunity available to the City under Texas law, and any defenses of the parties

under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

8. **Independent Contractor.** Engineer is an independent contractor and not an officer, agent, servant or employee of City. Engineer shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondent superior shall not apply as between City and Engineer, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Engineer.

9. **Assignment and Subletting.** The Engineer agrees that neither this Agreement nor the work to be performed hereunder will be assigned or sublet without the prior written consent of the City. The Engineer further agrees that the assignment or subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve the Engineer from its full obligations to the City as provided by this Agreement.

10. **Contract Termination.** The parties agree that City shall have the right to terminate this Agreement with or without cause upon thirty (30) days written notice to Engineer. In the event of such termination, Engineer shall deliver to City all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items prepared by Engineer in connection with this Agreement. Engineer shall be entitled to compensation for any and all work completed to the satisfaction of City in accordance with the provisions of this Agreement prior to termination. In the event this Agreement is terminated, the City shall have the option of entering into an Agreement with another party for the completion of the work.

11. **Ownership of Documents.** Original drawings and specifications are the property of the Engineer; however, the Project is the property of the City and Engineer may not use the drawings and specifications therefore for any purpose not relating to the Project without City's consent. City shall be furnished with such reproductions of drawings and specifications as City may reasonably require. Upon completion of the work or any earlier termination of this Agreement under Paragraph 10, Engineer will revise drawings, if necessary, and he will promptly furnish the City with one (1) complete set of reproducible record prints. Prints shall be furnished, as an additional service, at any other time requested by City. All such reproductions shall be the property of the City who may use them without Engineer's permission for any proper purpose including, but not limited to, additions to or completion of the Project. Engineer also acknowledges that such information shall become subject to the Public Information Laws of this State and that Engineer agrees to waive any copyright claims to the information once the information is submitted to the City.

12. **Complete Contract.** This Agreement, including Exhibit "1", constitutes the entire agreement by and between the parties regarding the subject matter hereof and supersedes all prior or contemporaneous written or oral understandings. To the extent that any of the provisions in Exhibit "1" conflicts with this Agreement, the provisions in the Agreement control over the provisions in the exhibit(s). This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument.

13. **Mailing of Notices.** Unless instructed otherwise in writing, Engineer agrees that all notices or communications to City permitted or required under this Agreement shall be addressed to City at the following address:

Director of Utilities
City of Sherman
P.O. Box 1106
Sherman, TX. 75090

City agrees that all notices or communications to Engineer permitted or required under this Agreement shall be addressed to Engineer at the following address:

Richard Dormier
Freeman-Millican, Inc.
12160 N. Abrams Rd., Suite 508
Dallas, Texas 75243

All notices or communications required to be given in writing by one party or the other shall be considered as having been given to the addressee on the date such notice or communication is posted by the sending party.

14. **Miscellaneous.**

a. **Paragraph Headings.** The paragraph headings contained herein are for convenience only and are not intended to define or limit the scope of any provision in this Agreement.

b. **Contract Interpretation.** Although this Agreement is drafted by the City, should any part be in dispute, the parties agree that the Agreement shall not be construed more favorably for either party.

c. **Venue/Governing Law.** The parties agree that the laws of the State of Texas shall govern this Agreement. Exclusive venue shall lie in Grayson County, Texas.

d. **Successors and Assigns.** City and Engineer, and their partners, successors, subcontractors, executors, legal representatives, and administrators are hereby bound to the terms and conditions of this Agreement.

e. **Severability.** In the event a term, condition, or provision of this Agreement is determined to be void, unenforceable, or unlawful by a court of competent jurisdiction, then that term, condition, or provision, shall be deleted and the remainder of the Agreement shall remain in full force and effect.

f. **Effective Date.** This Agreement shall be effective from and after execution by both parties hereto.

SIGNED on the date indicated below.

CITY OF SHERMAN

BY _____
Robby Hefton
City Manager

DATE _____

APPROVED AS TO FORM:

Brandon S. Shelby, City Attorney

**ENGINEER:
Freeman-Millican, Inc.**

BY _____
Richard Dormier, P.E.
Vice President

DATE _October , 2018_____

EXHIBIT "1"
ENGINEERING SERVICES AGREEMENT

City of Sherman, Texas
Fairview Elevated Tank Repair and Repaint
Scope of Professional Services

OWNER and ENGINEER, in consideration of their mutual covenants herein, agree in respect of the performance of professional engineering services by ENGINEER and the payment for those services by OWNER as set forth below.

ENGINEER shall provide professional engineering services for OWNER in all phases of the Project to which this Agreement applies, serve as OWNER'S professional engineering representative for the Project as set forth below, and shall give professional engineering consultation and advice to OWNER during the performance of services hereunder.

OWNER intends to construct, through Prime Contractor(s) the Sherman Fairview Elevated Tank Repairs and Repaint, hereinafter called the "Project".

SECTION 1 - BASIC SERVICES OF ENGINEER

1.1 GENERAL

1.1.1 ENGINEER shall perform professional services as hereinafter stated which include customary civil, structural, mechanical, and electrical engineering services and customary architectural services incidental thereto.

1.2 PRELIMINARY DESIGN PHASE

After authorization to proceed with the Preliminary Design Phase, ENGINEER shall:

- 1.2.1 In consultation with OWNER, determine the extent of the Project.
- 1.2.2 Advise OWNER as to the necessity of OWNER'S providing, or obtaining from others, data or services of the types described in paragraph 3.3, and act as OWNER'S representative in connection with any such services.
- 1.2.3 Prepare preliminary design documents consisting of final design criteria, preliminary drawings, and outline specifications.
- 1.2.4 Based on the information contained in the preliminary design documents, submit a revised opinion of probable Project Costs.
- 1.2.5 Furnish 3 copies of the above preliminary design documents and present and review them in person with OWNER.

1.3 FINAL DESIGN PHASE

After authorization to proceed with the Final Design Phase, ENGINEER shall:

- 1.3.1 On the basis of comments from the review of the preliminary design documents and the revised opinion of probable Project Cost, prepare for incorporation in the Contract

Documents final drawings to show the character and extent of the Project (hereinafter called "Drawings") and Specifications.

- 1.3.2 Furnish to OWNER such documents and design data as may be required for, and assist in the preparation of, the required documents so that OWNER may apply for approvals of such governmental authorities as have jurisdiction over design criteria applicable to the Project, and assist in obtaining such approvals by participating in submissions to and negotiations with appropriate authorities.
- 1.3.3 Advise OWNER of any adjustments to the latest opinion of probable Project Cost caused by changes in extent or design requirements of the Project or Construction Costs and furnish a revised opinion of probable Project Cost based on the Drawings and Specifications.
- 1.3.4 Prepare for review and approval by OWNER, his legal counsel, and other advisors, contract agreement forms, general conditions and supplementary conditions, and (where appropriate) bid forms, invitations to bid and instructions to bidders, and assist in the preparation of other related documents.
- 1.3.5 Submit plans, specifications, and contract documents to applicable regulatory agencies for approval.
- 1.3.6 Furnish 3 copies of the above documents and present and review them in person with OWNER. Make any needed final revisions.

1.4 BIDDING PHASE

After authorization to proceed with the Bidding Phase, ENGINEER shall:

- 1.4.1 Assist OWNER in obtaining bids for each separate prime contract for construction, materials, equipment, and services.
- 1.4.2 Consult with and advise OWNER as to the acceptability of subcontractors and other persons and organizations proposed by the prime contractor(s) (hereinafter called "Contractor(s)") for those portions of the work as to which such acceptability is required by the bidding documents.
- 1.4.3 Prepare a tabulation of bids and assist OWNER in evaluating bids and in assembling and awarding contracts.

1.5 CONSTRUCTION PHASE

During the Construction Phase ENGINEER shall:

- 1.5.1 Consult with and advise OWNER and act as his representative as provided in the General Conditions of the Construction Contract. All of OWNER'S instructions to Contractor(s) will be issued through ENGINEER who will have authority to act on behalf of OWNER to the extent provided in said General Conditions except as otherwise provided in writing.
- 1.5.2 Make visits to the site at intervals appropriate to the various stages of construction to observe as an experienced and qualified design professional the progress and quality of the executed work of Contractor(s) and to determine in general if such work is proceeding in accordance with the Contract Documents. ENGINEER shall not be

required to make exhaustive or continuous on-site inspections to check the quality or quantity of such work. ENGINEER shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s) or the safety precautions and programs incident to the work of Contractor(s). ENGINEER'S efforts will be directed toward providing a greater degree of confidence for OWNER that the completed work of Contractor(s) will conform to the Contract Documents, but ENGINEER shall not be responsible for the failure of Contractor(s) to perform the work in accordance with the Contract Documents. During such visits and on the basis of on-site observations ENGINEER shall keep OWNER informed of the progress of the work and shall endeavor to guard OWNER against defects and deficiencies in such work and may disapprove or reject work failing to conform to the Contract Documents.

- 1.5.3 Review Shop Drawings and samples, the results of tests and inspections and other data which each Contractor is required to submit, but only for conformance with the design concept of the Project and general compliance with the information given in the Contract Documents (but such review and approval or other action shall not extend to means, methods, sequences, techniques or procedures of construction or to safety precautions and programs incident thereto); determine the acceptability of substitute materials and equipment proposed by Contractor(s); and receive and review (for general content as required by the Specifications) maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by Contractor(s) in accordance with the Contract Documents.
- 1.5.4 Issue all instructions of OWNER to Contractor(s); issue necessary interpretations and clarifications of the Contract Documents and in connection therewith prepare change orders as required; have authority, as OWNER'S representative, to require special inspection or testing of the work; act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder and make decisions on all claims of OWNER and Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work; but ENGINEER shall not be liable for the results of any such interpretations or decisions rendered by him in good faith.
- 1.5.5 Based on ENGINEER'S on-site observations as an experienced and qualified design professional and on review of applications for payment and the accompanying data and schedules, determine the amounts owing to Contractor(s) and recommend in writing payments to Contractor(s) in such amounts: such recommendations of payment will constitute a representation to OWNER, based on such observations and review, that the work has progressed to the point indicated, that, to the best of ENGINEER'S knowledge, information and belief, the quality of such work is in accordance with the Contract Documents (subject to an evaluation of such work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any qualifications stated in his recommendation), and that payment of the amount recommended is due Contractor(s); but by recommending any payment ENGINEER will not thereby be deemed to have represented that continuous or exhaustive examinations have been made by ENGINEER to check the quality or quantity of the work or to review the means, methods, sequences, techniques or procedures of construction or safety precautions or programs incident thereto or that ENGINEER has made an examination to ascertain how or for what purposes any Contractor has used the moneys paid on account of the Contract Price, or that title to any of the work, materials or equipment has passed to OWNER free and clear of any

lien, claims, security interests or encumbrances, or that Contractor(s) have completed their work exactly in accordance with the Contract Documents.

- 1.5.6 Conduct in company with OWNER, an inspection to determine if the Project is substantially complete and a final inspection for compliance with the Contract Documents and if each Contractor has fulfilled all of his obligations thereunder so that ENGINEER may recommend, in writing, final payment to each Contractor and may give written notice to OWNER and the Contractor(s) that the work is acceptable (subject to any conditions therein expressed), but any such recommendation and notice shall be subject to the limitations expressed in paragraph 1.5.5.
- 1.5.7 ENGINEER shall not be responsible for the acts or omissions of any Contractor, or subcontractor, or any of the Contractor(s)' or subcontractors' agents or employees or any other persons (except ENGINEER'S own employees and agents) at the site or otherwise performing any of the Contractor(s)' work; however, nothing contained in paragraphs 1.5.1 through 1.5.7, inclusive, shall be construed to release ENGINEER from liability for failure to properly perform duties undertaken by him in the Contract Documents.
- 1.5.8 Revise contract drawings (unless redrawing is required), with the assistance of the OWNER and Contractor(s), and furnish two set in Adobe Acrobat Portable Document Format (pdf).

SECTION 2 - ADDITIONAL SERVICES OF ENGINEER

2.1 GENERAL

If authorized in writing by OWNER, ENGINEER shall furnish or obtain from others Additional Services of the following types which are not considered normal or customary Basic Services

- 2.1.1 Preparation of applications and supporting documents for governmental grants, loans or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effect on the design requirements of the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
- 2.1.2 Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER.
- 2.1.3 Services resulting from significant changes in extent of the Project or its design including, but not limited to, changes in size, complexity, OWNER'S schedule, or character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are due to causes beyond ENGINEER'S control.
- 2.1.4 Providing renderings or models for OWNER'S use.
- 2.1.5 Furnishing the services of special consultants for other than the normal civil, structural, mechanical and electrical engineering and normal architectural design incidental

thereto, such as consultants for interior design, furniture, furnishings, communications, acoustics, kitchens and landscaping; and providing data or services of the types described in paragraph 3.3 when OWNER authorizes ENGINEER to provide such data or services in lieu of furnishing the same in accordance with paragraph 3.3.

- 2.1.6 Services resulting from the arranging for performance by persons other than the principal prime contractors of services for the OWNER and administering OWNER'S contracts for such services.
- 2.1.7 Provide staking to enable Contractor(s) to proceed with their work and providing other special field surveys.
- 2.1.8 Services during out-of-town travel required of ENGINEER other than visits to the site and OWNER'S office as required by SECTION 1 and authorized by OWNER.
- 2.1.9 Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work of Contractor(s), (3) prolongation of the contract time of any prime contract by more than sixty days, (4) acceleration of the progress schedule involving services beyond normal working hours, and (5) default by Contractor(s).
- 2.1.10 Preparation of operating and maintenance manuals; protracted or extensive assistance in the utilization of any equipment or system (such as initial startup, testing, adjusting and balancing); and training personnel for operation and maintenance.
- 2.1.11 Services after completion of the Construction Phase, such as inspections during any guarantee period and reporting observed discrepancies under guarantees called for in any contract for the Project.
- 2.1.12 Preparing to serve or serving as a consultant or witness for OWNER in any litigation, public hearing or other legal or administrative proceeding involving the Project (except as agreed to under Basic Services).
- 2.1.13 Additional services in connection with the Project, including services normally furnished by OWNER and services not otherwise provided for in this Agreement.
- 2.1.14 Preparation of property descriptions.
- 2.1.15 Additional copies of reports (over agreed number) and additional sets of Contract Documents (over agreed number).
- 2.1.16 Services of a resident Project representative, and other field personnel as required, for on-the-site observation of construction.
- 2.1.17 Any other special or miscellaneous assignments specifically authorized by OWNER.

SECTION 3 - OWNER'S RESPONSIBILITIES

OWNER shall:

- 3.1 Provide all criteria and full information as to OWNER'S requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish

copies of all design and construction standards which OWNER will require to be included in the Drawings and Specifications.

- 3.2 Assist ENGINEER by placing at his disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
- 3.3 Furnish to ENGINEER, as required for performance of ENGINEER'S Basic Services, data prepared by or services of others, including without limitation core borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restrictions; and other special data or consultations not covered in SECTION 2; all of which ENGINEER may rely upon in performing his services.
- 3.4 Provide field control surveys and establish reference points and base lines to enable Contractor(s) to proceed with the layout of the work.
- 3.5 Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform his services.
- 3.6 Examine all studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by ENGINEER, obtain advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.
- 3.7 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- 3.8 Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as OWNER may require or ENGINEER may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as OWNER may require to ascertain how or for what purpose any Contractor has used the moneys paid to him under the construction contract and such inspection services as OWNER may require to ascertain that Contractor(s) are complying with any law, rule or regulation applicable to their performance of the work.
- 3.9 Designate in writing a person to act as OWNER'S representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER'S policies and decisions with respect to materials, equipment, elements and systems pertinent to ENGINEER'S services.
- 3.10 Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER'S services, or any defect in the work of Contractor(s).

- 3.11 Furnish, or direct ENGINEER to provide, necessary Additional Services as stipulated in Section 2 of this Agreement or other services as required.
- 3.12 Bear all costs incident to compliance with the requirements of this Section 3.

SECTION 4 - PERIOD OF SERVICE

- 4.1 The provisions of this Section 4 and the various rates of compensation for ENGINEER'S services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the Construction Phase. ENGINEER'S obligation to render services hereunder will extend for a period which may reasonably be required for the design, award of contracts and construction of the Project including extra work and required extensions thereto.
- 4.2 After acceptance by OWNER of the ENGINEER'S Drawings, Specifications and other Final Design Phase documentation including the most recent opinion of probable Project Cost and upon written authorization to proceed, ENGINEER shall proceed with performance of the services called for in the Bidding. This Phase shall terminate and the services to be rendered thereunder shall be considered complete upon commencement of the Construction Phase or upon cessation of the negotiations with prospective Contractor(s) (except as may be otherwise required to complete the services called for in paragraph 6.1.2.5).
- 4.3 The Construction Phase will commence with the execution of the first prime contract to be executed for the work of the Project or any part thereof, and will terminate upon written approval by ENGINEER of final payment on the last prime contract to be completed. Construction Phase services may be rendered at different times in respect of separate prime contracts if the Project involves more than one prime contract.
- 4.4 If OWNER has requested significant modifications or changes in the extent of the Project, the time of performance of ENGINEER'S services and his various rates of compensation shall be adjusted appropriately.
- 4.5 If OWNER fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, or if the Construction Phase has not commenced within 90 calendar days (plus such additional time as may be required to complete the services called for under paragraph 6.2.2.5) after completion of the Final Design Phase, ENGINEER may, after giving seven days' written notice to OWNER, suspend services under this Agreement.
- 4.6 If ENGINEER'S services for design or during construction of the Project are delayed or suspended in whole or in part by OWNER for more than three months for reasons beyond ENGINEER'S control, ENGINEER shall on written demand to OWNER (but without termination of this Agreement) be paid as provided in paragraph 5.3.2. If such delay or suspension extends for more than one year for reasons beyond ENGINEER'S control, or if ENGINEER for any reason is required to render services more than one year after Substantial Completion, the various rates of compensation provided for elsewhere in this Agreement shall be subject to renegotiation.

- 4.7 In the event that the work designed or specified by ENGINEER is to be performed under more than one prime contract, OWNER and ENGINEER shall, prior to commencement of the Final Design Phase, develop a schedule for performance of ENGINEER'S services during the Final Design, Bidding and Construction Phases in order to sequence and coordinate properly such services as applicable to the work under such separate contracts.

SECTION 5 - PAYMENTS TO ENGINEER

5.1 METHODS OF PAYMENT FOR SERVICES AND EXPENSES OF ENGINEER

5.1.1 For Basic Services

OWNER shall pay ENGINEER for Basic Services rendered under SECTION 1 and as further identified in Exhibit "A" a lump sum in the amount of \$65,000.00.

5.1.2 For Additional Services

OWNER shall pay ENGINEER for Additional Services rendered under SECTION 2 as follows:

5.1.2.1 General

For Additional Services rendered under paragraphs 2.1.1 through 2.1.17, inclusive (except services covered by paragraph 2.1.5 and services as a consultant or witness under paragraph 2.1.12), payment will be at the hourly rates in Exhibit "B".

5.1.2.2 Special Consultants

For services and reimbursable expenses of special consultants employed by ENGINEER pursuant to paragraph 2.1.5 or 2.1.17, the amount billed to ENGINEER therefor times a factor of 1.10

5.1.2.3 Serving as a Witness

For the services rendered by principals and employees as consultants or witnesses in any litigation, hearing or proceeding in accordance with paragraph 2.1.12, at the rate of \$ 2,500 per day or any portion thereof (but compensation for time spent in preparing to appear in any such litigation, hearing or proceeding will be on the basis provided in paragraph 5.1.2.1).

- 5.1.3 As used in this paragraph 5.1 the term "Reimbursable Expenses" will have the meaning assigned to it in paragraph 5.4.

5.2 TIMES OF PAYMENTS

- 5.2.1 ENGINEER shall submit monthly statements for Basic and Additional Services rendered and for reimbursable Expenses incurred. The statements will be based upon ENGINEER'S estimate of the proportion of the total services actually completed at the time of billing. OWNER shall make prompt monthly payments in response to ENGINEER'S monthly statements.
- 5.2.2 Upon conclusion of each phase of Basic Services, OWNER shall pay such additional amount, if any, as may be necessary to bring total compensation paid on account of such phase to the following percentages of total compensation payable for all phases of Basic Services:

Phase	Percent of Basic Services
Preliminary design, site reviews, measure and identify repairs	22%
Final Design	50.5%
Bidding or Negotiating	7.5%
Construction	20%
TOTAL	100%

5.3 OTHER PROVISIONS CONCERNING PAYMENTS

5.3.1 Changes in Project Scope

In the event the OWNER changes the scope of the project after the commencement of the Final Design Phase and such changes render the work unusable that has been performed to the date of the change in project scope, ENGINEER will be paid for services rendered during that phase to the date of notice of the change in project scope at the hourly rates in Exhibit "B" for services rendered by principals and employees assigned to the Project during that phase to date of notice of the change in project scope. In the event of any such change in scope, ENGINEER will be paid for all unpaid Additional Services and unpaid Reimbursable Expenses.

In the event the OWNER changes the scope of the project after the commencement of the Final Design Phase and such changes require the Engineer to modify, redesign or otherwise change engineering work that has been completed or partially completed at the date of the change in scope, ENGINEER will be paid for services required to modify, redesign or otherwise change completed engineering work to meet the requirements of the revised scope of services at the hourly rates in Exhibit "B" for principals and employees assigned to the Project. In the event of any such change in scope, ENGINEER will be paid for all Additional Services and Reimbursable Expenses required to make the above stated changes. Before making changes to the engineering work under this provision, the ENGINEER shall submit an estimate of the

cost of making the changes under this paragraph. The ENGINEER shall not begin making changes to the engineering work until authorized by the OWNER.

5.3.2 If OWNER fails to make any payment due ENGINEER for services and expenses within sixty days after receipt of ENGINEER'S bill therefor, the amounts due ENGINEER shall include a charge at the rate of 1% per month from said sixtieth day, and in addition, ENGINEER may, after giving seven days' written notice to OWNER, suspend services under this Agreement until he has been paid in full all amounts due him for services and expenses.

5.3.3 In the event of termination by OWNER, upon the completion of any phase of the Basic Services, progress payments due ENGINEER for services rendered through such phase shall constitute total payment for such services. In the event of such termination by OWNER during any phase of the Basic Services, ENGINEER will be paid for services rendered during that phase at the hourly rates in Exhibit "B" for services rendered during that phase to date of termination by principals and employees assigned to the Project. In the event of any such termination, ENGINEER will be paid for all unpaid Additional Services and unpaid Reimbursable Expenses, plus all termination expenses. Termination expenses mean Reimbursable Expenses directly attributable to termination, which shall include an amount computed as a percentage of total compensation for Basic Services earned by ENGINEER to the date of termination, as follows:

20% if termination occurs after commencement of the Preliminary Design Phase but prior to commencement of the Final Design Phase; or

10% if termination occurs after commencement of the Final Design Phase.

5.4 DEFINITIONS

5.4.1 Reimbursable Expenses mean the actual expenses incurred directly or indirectly in connection with the Project for: transportation and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); furnishing and maintaining field office facilities; subsistence and transportation of Resident Project Representatives and their assistants; toll telephone calls and telegrams; reproduction of reports, Drawings, Specifications, and similar Project related items in addition to those required under Section 1; and, if authorized in advance by OWNER, overtime work requiring higher than regular rates.

SECTION 6 - OPINIONS OF COST

6.1 OPINIONS OF COST

6.1.1 Since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, his opinions of probable Project Cost and Construction Cost provided for herein are to be made on the basis of his experience and qualifications and represent his best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but ENGINEER cannot and does not guarantee that proposals, bids or actual Project or Construction Cost will not vary from opinions of probable cost prepared by him. If prior to the Bidding Phase OWNER wishes greater assurance as to Project or Construction Cost

he shall employ an independent cost estimator as provided in paragraph 3.8. If a Construction Cost limit is established by written agreement between OWNER and ENGINEER, the following will apply:

- 6.1.1.1 The acceptance by OWNER at any time during the Basic Services of a revised opinion of probable Project or Construction Cost in excess of the then established cost limit will constitute a corresponding revision in the Construction Cost limit to the extent indicated in such revised opinion.
- 6.1.1.2 Any Construction Cost limit so established will include a contingency of ten percent unless another amount is agreed upon in writing.
- 6.1.1.3 ENGINEER will be permitted to determine what materials, equipment, component systems and types of construction are to be included in the Drawings and Specifications and to make reasonable adjustments in the extent of the Project to bring it within the cost limit.
- 6.1.1.4 If the Bidding Phase has not commenced within six months after completion of the Final Design Phase, the established Construction Cost limit will not be binding on ENGINEER, and OWNER shall consent to an adjustment in such cost limit commensurate with any applicable change in the general level of prices in the construction industry between the date of completion of the Final Design Phase and the date on which proposals or bids are sought.
- 6.1.1.5 If the lowest bona fide proposal or bid exceeds the established Construction Cost limit, OWNER shall (1) give written approval to increase such cost limit, (2) authorize negotiating or rebidding the Project within a reasonable time, or (3) cooperate in revising the Project's extent or quality. In the case of (3), ENGINEER shall, without additional charge, modify the Contract Documents as necessary to bring the Construction Cost within the cost limit. The providing of such service will be the limit of ENGINEER'S responsibility in this regard and, having done so, ENGINEER shall be entitled to payment for his services in accordance with this Agreement.

SECTION 7 - GENERAL CONSIDERATIONS

7.1 REUSE OF DOCUMENTS

All documents including Drawings and Specifications prepared by ENGINEER pursuant to this Agreement are instruments of service in respect to the Project. They are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER'S sole risk and without liability or legal exposure to ENGINEER; and OWNER shall indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

SECTION 8 - SPECIAL PROVISIONS, EXHIBITS AND SCHEDULES

- 8.1 The following Exhibits are attached to and made a part of this Exhibit 1:

Scope of Services

Fairview 1 MG Elevated Tank Repair & Repaint Project

Preliminary Design

Inspect tank, measure & collect data and take pictures.
Evaluate condition of tank & appurtenances.
Identify repairs and replacement appurtenances.
Review repairs, replacements and additions with city staff.
Review coating options with city staff & determine logo requirements.
On site review; measure & collect design data and take pictures.
Preliminary design & review with city staff

Design

Design roof guardrail & wet riser guardrail.
Design replacement compression rings & rafters.
Design wet riser replacement inlet piping & drain.
Design 24" manway for 8' dia. structural wet riser.
Design 30" roof hatch, 12" & 24" painter's hatch and paint rails.
Design ladder repairs/replacements w/safety climb systems.
Specify roof vents.
Design misc. repairs, appurtenances & additions.
Design tank leak & pit repairs.
Design surface preparation & coatings for all tank surfaces.
Develop plans and specifications for repairs and repainting.
Review plans & specifications with Sherman staff and revise.
Estimate construction cost.
Print plans, specification & bid documents for bidding.

Bidding

Develop advertisement for bids.
Print paper bid documents and develop digital bid document for bidders.
Pre-bid conference & review welder qualifications
Develop list of prospective bidders.
Contractor request for clarification and addendums
Publicly open bids, review & evaluate bids and develop award recommendation.
Develop construction contracts.

Construction

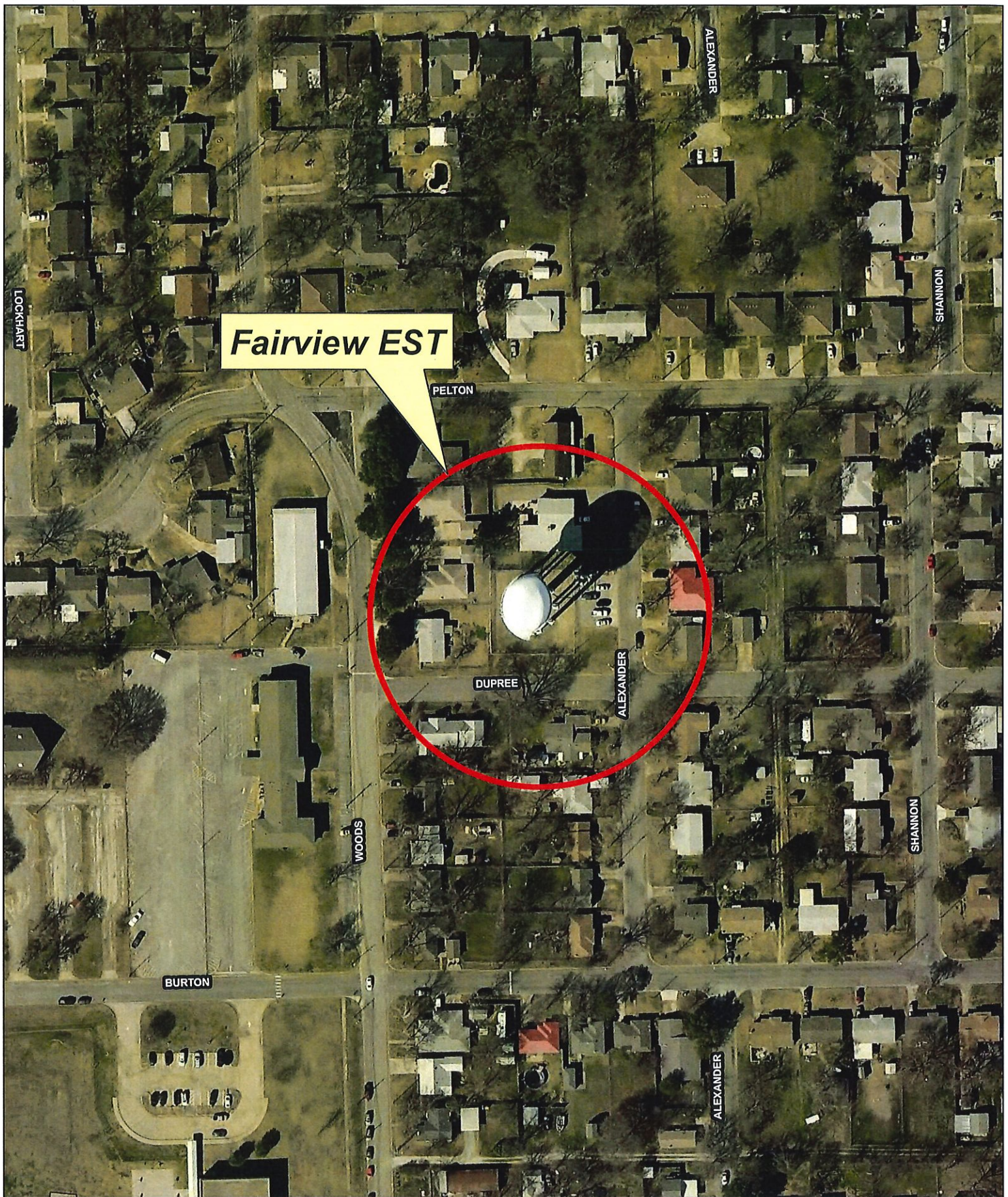
Revise & issue construction documents.
Preconstruction meeting at Sherman Engineering
Review construction submittals.
Review monthly progress and payment applications.
On-site inspection of drained tank
On site review of repairs
Make paint inspections and assist with paint inspections as needed based on hourly rates.

Review and process any required changes.

Final inspection & punch list
Close out documentation

EXHIBIT "B"
FREEMAN-MILLICAN, INC.
HOURLY RATES

<u>Employee Category</u>	<u>Hourly Rate</u>
Principal Engineer	\$185
Associate Engineer	\$150
Senior Project Engineer	\$135
Architect	\$140
Project Engineer	\$120
EIT	\$100
Designer	\$ 90
CAD	\$ 75
Clerical	\$ 50
RPLS	\$170
Survey Crew (Including GPS)	\$140
Mileage	\$0.545/mile





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

D.9.

Meeting Date: 11/05/2018

Prepared By: Kevin Winkler, Public Works Manager

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 6425**

Authorizing the Purchase of a New 2018 Caterpillar Asphalt Paver for the Street Maintenance Department from Holt Cat through the Texas Local Government Purchasing Cooperative (BuyBoard)

Issue:

To consider the purchase of a 2018 Caterpillar Asphalt Paver from Holt Cat, through the BuyBoard, for use within the Street Maintenance Department

Background:

This Asphalt Paver will upgrade the paving process by reducing the amount of time taken to complete jobs. It will also give the Street Department the ability to perform larger paving jobs than previously possible.

The Texas Local Government Purchasing Cooperative was created to increase the purchasing power of government entities and to simplify their purchasing by using a customized electronic purchasing system called the BuyBoard.

Origination:

Department of Public Works

Financial Consideration:

The new Caterpillar Asphalt Paver will be purchased from Holt Cat for \$421,265.00 through the BuyBoard. Funding for this purchase was appropriated in the fiscal year 2018-2019 Street Maintenance Department budget.

Staff Recommendation:

It is recommended that staff be authorized to purchase the new Caterpillar Asphalt Paver through the BuyBoard.

Alternatives:

As may be recommended by the City Council

Attachments

Resolution No. 6425

Holt Cat Quotation

BuyBoard Interlocal Agreement

RESOLUTION NO. 6425

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A NEW 2018 CATERPILLAR ASPHALT PAVER FOR THE STREET MAINTENANCE DEPARTMENT FROM HOLT CAT 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 Holt Cat through the Texas Local Government Purchasing Cooperative (BuyBoard), a 2018 Caterpillar Asphalt Paver at a total price of Four Hundred Twenty-One Thousand and Two Hundred Sixty-Five Dollars and No Cents (\$421,265.00). 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 2018-2019 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 _____, 2018.

CITY OF SHERMAN, TEXAS

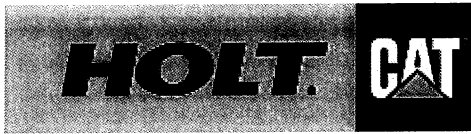
ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

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



DATE: September 19, 2018

QUOTE #:215820-01

CITY OF SHERMAN
TIM ROYSTER

PO BOX 1106
SHERMAN, TEXAS 75091-1106

One (1) New Caterpillar Model: AP655F Paving and Compaction with all standard equipment in addition to the additional specifications listed below:

SALE PRICE	\$421,265
Quote thru Sourcewell Contract 032515 – Member 45027	

WARRANTY

Standard Warranty: 12 Month/Unlimited Hours Total Machine
Extended Warranty: AP655-36 MO/3000 HR PREMIER

MACHINE SPECIFICATIONS

DESCRIPTION	REF.#
AP655F MTS ASPHALT PAVER, HRC	424-9114
APRON, STR HYD FOLD, MTS	503-4769
FLASHING, STR HYD FOLD, MTS	503-4771
PUSH ROLLER, OSCILLATING	488-9800
EXTENSION, MAINFRAME, POWER	433-7577
AUGER 18" EXTENSION PER SIDE	438-6252
ADAPTER, VIBE SCREED	433-6621
TANK, WASHDOWN	424-9195
ENGINE, TIER 4F EPA/STG IV EU	424-9229
HEATER, ENGINE COOLANT, 120V	477-9916
TRACK, MTS, SMOOTH	297-9687
LIGHTS, WORKING	424-0927
LIGHTS, ROADING	399-3169
SENSOR, FEEDER, SONIC	416-1467
STEERING, SPRING RETURN	416-4118
COVER, NO DECEL PEDAL	416-1454
SEAT, VINYL SUSPENSION	416-1446
VENTILATION SYSTEM, NO CANOPY	433-7574
PRODUCT LINK, CELLULAR PL641	462-0803
CYLINDER KIT, 3M STANDARD	433-7566

DESCRIPTION	REF.#
COMMISSIONING, NOT NEEDED	0P-2587
INSTRUCTIONS, NORTH AMERICAN	424-9116
PANEL, POWER SUPPLY	416-2013
LIGHT, HAZARD	198-8284
UMBRELLA, CAT	187-6649
CONTROL, BASE CAT G&S SYSTEM	416-2003
SENSOR, SLOPE	362-8687
SENSOR, GRADE, SONIC	416-2006
BEAM, SONIC AVERAGING, CAT G&S	417-1907
CASE, SONIC SENSOR	491-0721
KIT, ANGLED DEFLECTOR	493-3538
GUIDE, STEERING	273-9969
INDICATOR, TOW POINT	435-1067
KIT, UPTIME	458-4087
HOSE, REEL WITH WAND	463-6563
VISORS, DISPLAY, TRACTOR	490-4132
SCREED, SE60 V	453-6578
CYLINDER KIT, STANDARD	461-7477
FILM GP US	449-8858
EXT, POWER FOR MANUAL ENDGATE	460-8038
ENDGATE, SIDE CRANK	499-2042
VISORS, DISPLAY	467-0083
CONTROL, PENDANT	473-3322
MOUNT, SWIVEL CONTROLS	480-7055
PACKING, MISC MATERIAL	0P-3651
PARTS AND SERVICE MANUALS	INCLUDED

STANDARD EQUIPMENT

POWERTRAIN

CAT turbocharged diesel engine
 Air cleaner, dry-type dual element with
 integral precleaner
 Air-to-air after cooler (ATAAC)
 Belt, automatic tensioner
 Demand fans
 Fuel filter / water separator

Fuel priming pump, electric
 Propel system - direct hydrostatic,
 dual path drive, electronic control
 Dual braking systems (service&parking)
 Dual propel pump and motor system
 Propel modes, Pave/Travel/Maneuver
 Speed control system

ELECTRICAL

Alarm, back-up
 Alternator, 115-amp
 Batteries, two maintenance free,
 1000 CCA each
 CAT ET diagnostic connector
 Integrated 70 KW generator

Machine security system wire-ready
 Product Link Ready
 Remote jump start receptacle
 Starting and charging system, 24-volt
 Plug and play aftermarket grade and
 slope ready machine wiring

Horn, forward warning

OPERATOR ENVIRONMENT

Electronic monitoring and warning system with advanced element diagnostics

Automatic engine speed control

Dual, swing-out operator stations

-Control console, tilting

-Propel console, tilting

-Cup holder

-Ground speed indicator

-Propel lever with speed control dial

-Steering wheel, spring return

12 V aux power port

Hopper wing control, independent

Hour meter

Instrumentation, dual LCD touchscreens

Lockable vandalism guards

Platform handrails / guardrails

Power assist steering

Throttle control, high/low idle,

ECO-mode and variable, electronic

APPLICATION SPECIFIC COMPONENTS

Adjustable height augers, hydraulic

Cast Ni-Hard steel, split segment,

406 mm (16 in) diameter

Electronic auger/feeder control system

-Gateless feeder system

-Manual override

-Reversible

-Variable speed

Heavy-duty feeder flight bars, forged steel, bushed roller chain

High-hardness, abrasion resistant drag pans, replaceable

Hopper, 250 cu ft (7.1 cu m) capacity with black Tivar flashing

Outboard feeder drives

Remote mounted bearing lube points

FLUIDS

Extended Life Coolant with protection

to -29F (-34C)

OTHER STANDARD EQUIPMENT

Doors, service access, hinged, locking

Filters, hydraulic, grouped

Fuel tank with sediment drain,

291 L (77 gal)

Grouped lube points

Pressure test ports, hydraulic quick-connect

Screed counter balance

Screed lock pins

Sight gauges:

-engine coolant

-pump drive

-material feed planetaries

Slow moving vehicle sign (for ADSD-N)

S.O.S. sampling ports

Sound-suppression insulation kit

Steering guide (1)

Tow point indicator scales, lower

Vandalism protection caplocks

RECEIVED JUN 15 2002

YOUR COPY

INTERLOCAL PARTICIPATION AGREEMENT RECEIVED JUN 15 2002

for the
Texas Local Government Purchasing Cooperative

This Interlocal Participation Agreement ("Agreement") is made and entered into by and between the Texas Local Government Purchasing Cooperative ("Cooperative"), an administrative agency of cooperating local governments, acting on its own behalf and the behalf of all participating local governments, and the undersigned local government of the State of Texas ("Cooperative Member"). The purpose of this Agreement is to facilitate compliance with state bidding requirements, to identify qualified vendors of commodities, goods and services, to relieve the burdens of the governmental purchasing function, and to realize the various potential economies, including administrative cost savings, for Cooperative Members.

WITNESSETH:

WHEREAS, the Cooperative Members are authorized by Chapter 791, et seq., The Interlocal Cooperation Act of the Government Code ("the Act"), to agree with other local governments to form purchasing cooperatives; and

WHEREAS, the Cooperative is an administrative agency of local governments cooperating in the discharge of their governmental functions; and

WHEREAS, the Cooperative Member does hereby adopt the Organizational Interlocal Agreement, together with such amendments as may be made in the future, reflecting the evolving mission of the Cooperative and further agrees to become an additional party to that certain Organizational Interlocal Agreement promulgated on the 26th day of January, 1998.

NOW, THEREFORE, BE IT RESOLVED that the undersigned Cooperative Member in consideration of the agreement of the Cooperative and the Cooperative Members to provide services as detailed herein does agree to the following terms, conditions, and general provisions.

In return for the payment of the contributions and subject to all terms of this Agreement, the parties agree as follows:

TERMS AND CONDITIONS

1. Adopt Organizational Interlocal Cooperation Agreement. The Cooperative Member by the adoption and execution of this Agreement hereby adopts and approves the Organizational Interlocal Agreement dated January 26, 1998, together with such amendments as may be made in the future and further agrees to become a Cooperative Member.
2. Term. The initial term of this Agreement shall commence at 12:01 a.m. on the date executed and signed and shall automatically renew for successive one-year terms unless sooner terminated in accordance with the provisions of this Agreement. The terms, conditions, and general provisions set forth below shall apply to the initial term and all renewals.
3. Termination.
 - a. By the Cooperative Member. This Agreement may be terminated by the Cooperative Member at any time by thirty (30) days prior written notice to the Cooperative; provided all charges owed to the Cooperative and any vendor have been fully paid.
 - b. By the Cooperative. The Cooperative may terminate this Agreement by:
 1. Giving ten (10) days notice by certified mail to the Cooperative Member if the Cooperative Member fails or refuses to make the payments or contributions as herein provided; or
 2. Giving thirty (30) days notice by certified mail to the Cooperative Member.

- c. **Termination Procedure.** If the Cooperative Member terminates its participation during the term of this Agreement or breaches this Agreement, or if the Cooperative terminates participation of the Cooperative Member under any provision of this Article, the Cooperative Member shall bear the full financial responsibility for any purchases occurring after the termination date, and for any unpaid charges accrued during its term of membership in the Cooperative. The Cooperative may seek the whole amount due, if any, from the terminated Cooperative Member. The Cooperative Member will not be entitled to a refund of membership dues paid.
4. **Payments.**
 - a. The Cooperative Member agrees to pay membership fees based on a plan developed by the Cooperative. Membership fees are payable by Cooperative Member upon receipt of an invoice from the Cooperative, Cooperative Contractor or vendor. A late charge amounting to the maximum interest allowed by law, but not less than the rate of interest under Section 2251.021, et seq., Texas Government Code, shall begin to accrue daily on the 31st day following the due date and continue to accrue until the contribution and late charges are paid in full. The Cooperative reserves the right to collect all funds that are due to the Cooperative in the event of termination by Cooperative Member or breach of this Agreement by Cooperative Member.
 - b. The Cooperative Member will make timely payments to the vendor for the goods, materials and services received in accordance with the terms and conditions of the Invitation to Bid and related procurement documents. Payment for goods, materials and services and inspections and acceptance of goods, materials and services ordered by the procuring party shall be the exclusive obligation of the procuring Cooperative Member.
5. **Cooperative Reporting.** The Cooperative will provide periodic activity reports to the Cooperative Member. These reports may be modified from time to time as deemed appropriate by the Cooperative.
6. **Administration.** Cooperative Member will use the BuyBoard purchasing application in accordance with instruction from the Cooperative; discontinue use upon termination of participation; maintain confidentiality and prevent unauthorized use; maintain equipment, software and testing to operate the system at its own expense; report all purchase orders generated to Cooperative or its designee in accordance with instructions of the Cooperative; and make a final accounting to Cooperative upon termination of membership.
7. **Amendments.** The Board may amend this agreement, provided that notice is sent to each participant at least 60 days prior to the effective date of any change described in such amendment which, in the opinion of the Board, will have a material effect on the Cooperative Members participation in the Cooperative.

GENERAL PROVISIONS

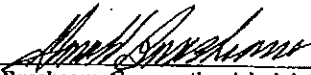
1. **Authorization to Participate.** Each Cooperative Member represents and warrants that its governing body has duly authorized its participation in the Cooperative.
2. **Bylaws.** The Cooperative Member agrees to abide by the Bylaws of the Cooperative, as they may be amended, and any and all reasonable policies and procedures established by the Cooperative.
3. **Compensation.** The parties agree that the payments under this Agreement and all related exhibits and documents are amounts that fairly compensate the Cooperative for the services or functions performed under the Agreement, and that the portion of gross sales paid by participating vendors enables the Cooperative to pay the necessary licensing fees, marketing costs, and related expenses required to operate a statewide system of electronic commerce for the local governments of Texas.
4. **Cooperation and Access.** The Cooperative Member agrees that it will cooperate in compliance with any reasonable requests for information and/or records made by the Cooperative. The Cooperative reserves the right to audit the relevant records of any Cooperative Member. Any breach of this Article shall be considered material and shall make the Agreement subject to termination on ten (10) days written notice to the Cooperative Member.

5. **Coordinator.** The Cooperative Member agrees to appoint a program coordinator who shall have express authority to represent and bind the Cooperative Member, and the Cooperative will not be required to contact any other individual regarding program matters. Any notice to or any agreements with the coordinator shall be binding upon the Cooperative Member. The Cooperative Member reserves the right to change the coordinator as needed by giving written notice to the Cooperative. Such notice is not effective until actually received by the Cooperative.
6. **Current Revenue.** The Cooperative Member hereby warrants that all payments, contributions, fees, and disbursements required of it hereunder shall be made from current revenues budgeted and available to the Cooperative Member.
7. **Defense and Prosecution of Claims.** The Cooperative Member authorizes the Cooperative to regulate the commencement, defense, intervention, or participation in a judicial, administrative, or other governmental proceeding or in an arbitration, mediation, or any other form of alternative dispute resolution, or other appearances of the Cooperative and/or any past or current Cooperative Member in any litigation, claim or dispute, and to engage counsel and appropriate experts, in the Cooperative's sole discretion, with respect to such litigation, claim or disputes. The Cooperative Member does hereby agree that any suit brought against the Cooperative or a Cooperative Member may be defended in the name of the Cooperative or the Member by the counsel selected by the Cooperative, in its sole discretion, or its designee, on behalf of and at the expense of the Cooperative as necessary for the prosecution or defense of any litigation. Full cooperation by the Cooperative Member shall be extended to supply any information needed or helpful in such prosecution or defense. Subject to specific revocation, the Cooperative Member hereby designates the Cooperative to act as a class representative on its behalf in matters arising out of this Agreement.
8. **Governance.** The Board of Trustees (Board) will govern the Cooperative in accordance with the Bylaws. Travis County, Texas will be the location for filing any dispute, claim or lawsuit.
9. **Limitations of Liability.** COOPERATIVE, ITS ENDORSERS (TEXAS ASSOCIATION OF SCHOOL BOARDS, TEXAS ASSOCIATION OF COUNTIES, AND TEXAS MUNICIPAL LEAGUE) AND SERVICING CONTRACTOR (TEXAS ASSOCIATION OF SCHOOL BOARDS) DO NOT WARRANT THAT THE OPERATION OR USE OF COOPERATIVE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. COOPERATIVE, ITS ENDORSERS AND SERVICING CONTRACTORS, HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE PARTIES AGREE THAT IN REGARD TO ANY AND ALL CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER UNDER ANY CIRCUMSTANCES FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
10. **Merger.** This Interlocal Participation Agreement, Terms and Conditions, and General Provisions, together with the Bylaws, Organizational Interlocal Agreement, and Exhibits, represents the complete understanding of the Cooperative, and Cooperative Member electing to participate in the Cooperative.
11. **Notice.** Any written notice to the Cooperative shall be made by first class mail, postage prepaid, and delivered to the Associate Executive Director Financial Planning, Texas Association of School Boards, Inc., P.O. Box 400, Austin, Texas 78767-0400.
12. **Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and venue shall lie in Travis County, Texas.
13. **Warranty.** By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action required to enter into and perform the terms of this Agreement.

IN WITNESS WHEREOF, the parties, acting through their duly authorized representatives, sign this Agreement as of the date indicated.

TO BE COMPLETED BY THE COOPERATIVE:

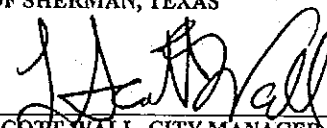
TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE, as acting on behalf of all other Cooperative Members

By: 
Gerald Brashears, Cooperative Administrator

Date: 7-15-02

TO BE COMPLETED BY COOPERATIVE MEMBER:

CITY OF SHERMAN, TEXAS

By: 
L. SCOTT WALL, CITY MANAGER

Date: 5/28/2002

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

D.10.

Meeting Date: 11/05/2018

Prepared By: Kevin Winkler, Public Works Manager

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 6426**

Authorizing the Purchase of Two New 2019 Kenworth T440 Dump Trucks for the Street Maintenance Department from MHC Kenworth through the Texas Local Government Purchasing Cooperative (BuyBoard)

Issue:

To consider approval of a resolution to purchase two (2) new 2019 Kenworth T440 Dump Trucks from the BuyBoard for use within the Street Maintenance Department

Background:

The requested purchase is to replace Unit 455 (a 1998 year model GMC 7500 Dump Truck) and Unit 456 (a 1999 INTL Dump Truck). These dump trucks will be used in the repair of City streets.

The Texas Local Government Purchasing Cooperative was created to increase the purchasing power of government entities and to simplify their purchasing by using a customized electronic purchasing system called the BuyBoard.

Origination:

Department of Public Works

Financial Consideration:

The two (2) new Kenworth T440 Dump Trucks will be purchased from MHC Kenworth for \$246,357.20 through the BuyBoard. Funding for this purchase was appropriated in the fiscal year 2018-2019 Street Maintenance Department budget.

Staff Recommendation:

It is recommended that staff be authorized to purchase the two (2) new 2019 Kenworth T440 Dump Trucks through the BuyBoard.

Alternatives:

As may be recommended by the City Council

Attachments

Resolution No. 6426

MHC Kenworth Quotation

BuyBoard Interlocal Agreement

RESOLUTION NO. 6426

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF TWO NEW 2019 KENWORTH T440 DUMP TRUCKS FOR THE STREET MAINTENANCE DEPARTMENT FROM MHC KENWORTH 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 MHC Kenworth through the Texas Local Government Purchasing Cooperative (BuyBoard), two (2) new 2019 Kenworth T440 Dump Trucks at a total price of Two Hundred Forty-Six Thousand Three Hundred Fifty-Seven Dollars and Twenty Cents (\$246,357.20). 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 2018-2019 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 _____, 2018.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

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



TEXAS KENWORTH CO ("Dealer")

doing business as: MHC KENWORTH - DALLAS

NEW TRUCK ORDER

DALLAS, TX 75247
4040 IRVING BLVD
1-214-920-7300

PURCHASER				ADDRESS			
City of Sherman				PO Box 1106			
BUSINESS PHONE		OTHER PHONE		CITY	STATE	ZIP CODE	COUNTY
903-892-7309		903-891-0255		Sherman	TX	75091-1106	GRAYSON
QUANTITY	YEAR	MAKE	MODEL	BODY TYPE	SALESPERSON		
1	2019	KW	T440 6X4		EARL TUCKER		
STOCK NUMBER		COLOR		TO BE DELIVERED ON OR ABOUT		FINANCIAL SOURCE	
				12/28/2018		Cash	
SERIAL NUMBERS							
PRICE OF VEHICLE(s) INCLUDING FET						\$122,530.76	

TRADE TERMS AGREEMENT APPLICABLE ☐ YES ☒ NO

NOTE: If vehicle(s) are not funded within 15 days of truck receipt date at the dealer, customer will be charged a per diem amount per unit until units are fully funded. Customer has 60 days from delivery date of the truck to return and have any add-ons listed on the sales order completed.

DESCRIPTION OF TRADE-IN OR TRADE ATTACHMENT			SUBTOTAL		\$122,530.76
YEAR	MAKE	MODEL	BUSINESS TAX		
			SALES TAX		
SERIAL NUMBER	MILEAGE		VIT TAX		\$292.84
			DOCUMENTATION FEE		\$295.00
BALANCE OWED TO	TRADE DIFFERENCE		REGISTRATION FEES		\$60.00
			TOTAL DELIVERED PRICE		\$123,178.60
A DOCUMENTARY FEE IS NOT AN OFFICAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS AND PERFORMING SERVICES RELATING TO THE CLOSING OF A SALE. A DOCUMENTARY FEE MAY NOT EXCEED \$50 (FOR A MOTOR VEHICLE CONTRACT OR A REASONABLE AMOUNT AGREED TO BY PARTIES FOR A HEAVY COMMERCIAL VEHICLE CONTRACT). THIS NOTICE IS REQUIRED BY LAW.			LESS: TRADE-IN ALLOWANCE		
			LESS: BALANCE OWED ON TRADE-IN		
			TRADE-IN EQUITY		
			LESS: CASH DEPOSIT SUBMITTED WITH ORDER		
			CASH DUE ON DELIVERY (Includes above Taxes, but may not be inclusive of all Applicable Taxes)		
			UNPAID BALANCE (Amount to be Separately Financed by Purchaser) Due in Cash on Delivery		\$123,178.60

PURCHASER'S CERTIFICATION

Purchaser and the person signing this Order on behalf of Purchaser hereby certify that:

- Purchaser and the person signing this Order on behalf of Purchaser have carefully reviewed the terms and conditions printed on the front and reverse side hereof, and agree to be bound thereby. The terms and conditions printed on the front and reverse side hereof represent the entire and integrated agreement between the parties relating to the purchase and sale of the Vehicle and cancels and supersedes prior negotiations, representations or agreements, either written or oral.
- Purchaser and the person signing this Order on behalf of Purchaser have Carefully reviewed this Order and fully understand that the Vehicle listed above will be equipped only with the optional equipment specifically listed on the face of this Order plus all standard equipment as designated by the manufacturer at the time of delivery.
- The person signing this Order on behalf of Purchaser is of legal age to execute binding contracts in this State. The person signing this Order on behalf of Purchaser has the authority and has been duly authorized to sign this Order on behalf of the Purchaser.

READ ALL PAGES OF THIS ORDER

THE TERMS AND CONDITIONS ON PAGE 2 HEREOF ARE PART OF THIS ORDER.

THIS ORDER IS NOT VALID UNLESS SIGNED BY AND ACCEPTED BY AN AUTHORIZED MANAGER OF DEALER.

THE PRICE OF THIS VEHICLE DOES NOT INCLUDE ANY APPLICABLE TAXES, WHICH ARE THE RESPONSIBILITY OF PURCHASER AS SET FORTH ON ALL PAGES HEREOF.

ANY TAXES DISPLAYED ON THIS TRUCK ORDER ARE ESTIMATED. ACTUAL TAXES, AS APPLICABLE, WILL BE INVOICED TO THE PURCHASER AT THE PREVAILING TAX RATES AVAILABLE AT TIME OF VEHICLE INVOICE.

**THIS ORDER CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES
TERMS AND CONDITIONS ON PAGE 2 HEREOF ARE PART OF THIS AGREEMENT**

SIGNED (AUTHORIZED REPRESENTATIVE OF PURCHASER) :	DATE	ACCEPTED BY DEALER	DATE

This Truck Order ("Order"), including the front of this Order and these terms and conditions, constitutes a contract for the purchase of the vehicle(s) or chassis ("Vehicle") listed and described on the front side hereof, between dealer identified on the front side hereof ("Dealer"), and the purchaser identified on the front side hereof ("Purchaser"). This Order is binding upon Dealer and Purchaser upon each party's execution on the front side hereof.

1. PRICE REVISION: The manufacturer of any new Vehicle ordered hereunder by Purchaser may change the price to dealer of such Vehicle after the date of this Order. In the event of any such price change, prior to the delivery of any new vehicle to Purchaser, the Dealer shall have the right to change the price of the Vehicle described on the front side hereof by providing notice of such change to Purchaser. If Purchaser does not agree to pay the changed price of the Vehicle, Purchaser shall cancel this Order by providing Dealer with written notice of such cancellation within two (2) days of notice from Dealer of the change in the price of the Vehicle. If Purchaser fails to timely provide Dealer with such written notice, Purchaser shall be bound to pay the changed cash price of the Vehicle. In the event Purchaser cancels this Order pursuant to this Paragraph 1 and has traded a used vehicle as part of the consideration for a new Vehicle purchased by Purchaser, such traded-in vehicle shall be returned to Purchaser upon payment of a reasonable charge for storage and repairs (if any) or, if such traded-in vehicle has been previously sold by Dealer, the amount received therefore less a selling commission of 15% and any expense for storing, insuring, conditioning, or advertising such vehicle for sale shall be returned to Purchaser.

2. DEALER NOT AGENT OF MANUFACTURER: It is understood that there is no relationship of principal and agent between the Dealer and the manufacturer of the Vehicle and that the Dealer is not authorized to act, or attempt to act, or represent itself, directly or by implication, as agent of the manufacturer, or in any manner assume or create, or attempt to assume or create, any obligation on behalf of or in the name of the manufacturer. It is further understood that neither Dealer nor anyone acting on its behalf has made, or adopted from the manufacturer, any guarantee, representation or warranty regarding the residual, trade-in, repurchase or buyback value of the Vehicle (a "Repurchase Obligation"), and that any Repurchase Obligation is the sole and exclusive responsibility of the manufacturer. Purchaser hereby acknowledges, agrees, represents and warrants that Purchaser shall look solely to the manufacturer to perform or satisfy any Repurchase Obligation.

3. DISCLAIMER OF WARRANTY: General: References to a "new Vehicle" herein shall mean a motor vehicle that has not been previously registered in any state of the United States of America. References to a "used Vehicle" herein shall mean a motor vehicle which has been previously registered or which should have been registered in a state of the United States of America. **PURCHASER HEREBY ACKNOWLEDGES THAT DEALER NOR ANYONE ACTING ON ITS BEHALF HAS MADE ANY AFFIRMATION OF FACT, REPRESENTATION OR PROMISE RELATING TO THE VEHICLE THAT HAS BECOME A BASIS OF THIS TRANSACTION OR WHICH CREATES AN EXPRESS WARRANTY. NO SAMPLE OR MODEL HAS BECOME A BASIS OF THIS TRANSACTION OR WHICH CREATES AN EXPRESS WARRANTY. TO THE FULLEST EXTENT PERMITTED BY LAW, DEALER DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, INFRINGEMENT, AND THOSE ARISING OUT OF COURSE OF PERFORMANCE OR DEALING OR USAGE OF TRADE OR ANY OTHER IMPLIED WARRANTY WITH RESPECT TO THE VEHICLE.**

New Vehicles: There are **NO WARRANTIES**, express or implied, made by Dealer or the manufacturer, on any new vehicle described on the front of this Order, except for the manufacturer's warranty applicable to such new Vehicle contained in the separate manufacturer's warranty which will be furnished to Purchaser upon delivery of the new vehicle. Such separate manufacturer's warranty shall be expressly **IN LIEU OF** any other express or implied warranty, condition or guarantee on the new Vehicle or any part thereof. Purchaser hereby acknowledges and agrees that Dealer has not in any manner adopted the manufacturer's warranty as a warranty of the Dealer and Purchaser acknowledges, agrees, represents and warrants that Purchaser shall look solely to the manufacturer to perform or satisfy any obligation under the manufacturer's warranty.

Used Vehicles: Dealer sells any used vehicle **AS IS** with all faults and defects, and the Dealer disclaims all warranties with respect to the Dealer in connection with the sale of any used Vehicle. If the Purchaser is assigned the remaining term of any manufacturer's warranty, Purchaser hereby acknowledges, agrees, represents and warrants that Dealer has not in any manner adopted the manufacturer's warranty as a warranty of Dealer, and Purchaser acknowledges, agrees, represents and warrants that Purchaser shall look solely to the manufacturer to perform or satisfy any obligation under the manufacturer's warranty. As between Purchaser and Dealer, the entire risk as to the quality and performance of any used Vehicle is assumed by Purchaser. As between Purchaser and Dealer, the Purchaser assumes the entire cost of service and repair and loss with respect to any used Vehicle found to be defective.

4. LIMITATION OF LIABILITY: DEALER WILL NOT BE LIABLE TO PURCHASER OR ANY OTHER PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOST USE, LOST PROFITS, LOST SAVINGS OR OTHER COMMERCIAL OR ECONOMIC LOSS, EVEN IF DEALER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR THEY ARE FORESEEABLE OR FOR CLAIMS MADE BY A THIRD PARTY. IN NO EVENT SHALL DEALER'S TOTAL AGGREGATE LIABILITY TO PURCHASER OR ANY OTHER PARTY RELATING TO OR RESULTING FROM THE SALE, LICENSE OR USE OF A VEHICLE SUBJECT TO THIS ORDER OR THESE TERMS AND CONDITIONS EXCEED THE PURCHASE PRICE PAID FOR SUCH VEHICLE. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY AND WHETHER THE ALLEGED BREACH OR DEFAULT IS A BREACH OF A FUNDAMENTAL CONDITION OR TERM, OR A FUNDAMENTAL BREACH. THESE LIMITATIONS APPLY TO THE FULLEST EXTENT PERMITTED BY LAW.

5. TRADE-IN VEHICLE: If a vehicle has been traded in as a part of the consideration for the Vehicle ordered by Purchaser hereunder and such traded in vehicle is not delivered to Dealer until delivery to Purchaser of the Vehicle, such trade-in vehicle shall be reappraised as directed by Dealer and such reappraisal value shall determine the allowance made for such vehicle. If such reappraised value is lower than the original allowance therefore shown on the face of this Order, Purchaser may, cancel this Order by providing Dealer with written notice of such cancellation within two (2) days after the reappraisal or prior to delivery of the Vehicle ordered hereunder to Purchaser whichever is earlier. If Purchaser fails to timely provide said written notice of such cancellation, Purchaser shall be bound to the amount of the reappraisal and shall pay the changed cash portion of the price of the Vehicle. The condition of any trade-in vehicle shall strictly comply with and Purchaser shall strictly comply with any Trade/Purchase Terms and Conditions Agreement signed by Purchaser ("Trade Terms Agreement"). If the condition of any trade-in vehicle is not strictly in compliance with, or if Purchaser has not strictly complied with the Trade Terms Agreement, Dealer shall not be obligated to accept the trade-in vehicle and the allowance shown on the front side hereof shall be deleted and Purchaser shall not be entitled to such allowance and Purchaser shall pay the amount of the deleted allowance to Dealer in cash upon delivery of the Vehicle.

6. PURCHASER'S REPRESENTATIONS AND WARRANTIES: Purchaser hereby represents and warrants that: (a) the trade-in vehicle shall be delivered free and clear from any security interest or other lien or encumbrance of any third person (except as otherwise noted on the title and agreed to in writing by Dealer at the time of the execution of this Order); (b) Purchaser shall promptly deliver to Dealer a valid certificate of title to the trade-in vehicle; (c) Purchaser has full power, right and lawful authority to dispose of the trade-in

vehicle; (d) the trade-in vehicle does not have a cracked or defective head, block, power train, or frame (including supportive portion of the anybody); (e) the engine and transmission have not been changed from the manufacturer's original equipment specifications; and (f) while owned by Purchaser, the odometer of the trade-in vehicle has not been replaced, tampered with or otherwise altered in any way and Purchaser has no reason to believe the trade-in vehicle's current odometer reading, as represented on the front side hereof, does not reflect its actual mileage. Purchaser further represents and warrants that Purchaser will use the Vehicle exclusively for a commercial use.

7. FAILURE OR REFUSAL TO ACCEPT DELIVERY: Except as provided in Paragraphs 1 and 5 of this Order, Purchaser may not cancel this Order. In the event that Purchaser fails or refuses to complete the purchase of the Vehicle, Purchaser shall pay Dealer, as liquidated damages and not as a penalty, the greater of the following: (a) twenty-five percent (25%) of the Total Delivered Price of the Vehicle, or (b) the cash deposit set forth on the front of this Order ("Liquidated Damages"). Dealer may apply any cash deposit made by Purchaser towards the Liquidated Damages. Further, in the event Purchaser has delivered to Dealer a trade-in vehicle as part of the consideration for the Vehicle, Dealer is authorized to sell such trade-in vehicle and Dealer may retain the proceeds thereof to satisfy the Liquidated Damages. Purchaser acknowledges that the Liquidated Damages are reasonable in light of the anticipated or actual harm caused by Purchaser's failure to complete the purchase. Purchaser further acknowledges that the Liquidated Damages do not constitute a penalty, but instead represent the parties' best estimate of the resulting damages given that the precise damages of Dealer are difficult to calculate.

8. TAXES: Unless otherwise agreed to in a writing signed by Purchaser and Dealer, Purchaser shall be solely responsible for the payment of all sales, use, consumer and other taxes arising out of this Order mandated by any applicable federal, state and local laws, codes, ordinances, rules and regulations, whether currently in effect, scheduled to go in effect, or subsequently enacted, including but not limited to, any increases in such taxes taking effect after the date of this Order. Purchaser shall be solely responsible for the cost and fees for all licenses, registrations and titles associated with the sale of the Vehicle.

9. FAILURE OR DELAY OF DELIVERY; FORCE MAJEURE: Dealer shall not be liable for failure to deliver or delay in delivery of the Vehicle where such failure to deliver or delay is due, in whole or in part, to any cause other than the gross negligence of Dealer. Further, Dealer will not have any liability for any breach caused by extreme weather or other act of God, strike or other labor shortage or disturbance, fire, accident, war, terrorist act or civil disturbance, delay of carriers, failure of normal sources of supply, act of government or any other cause beyond the reasonable control of Dealer.

10. NOTICES: It shall be a condition precedent to any liability of Dealer, whether in contract, tort, or otherwise, arising out of this Order or any other dealings between the parties that Purchaser provide written notice to Dealer of any claim, controversy, or alleged breach of this Order within ten (10) days of the event or occurrence giving rise to such claim, controversy or alleged breach and that Purchaser provide Dealer within a reasonable opportunity to cure the problems or issues giving rise to such claim, controversy or alleged breach of this Order. Notwithstanding the foregoing, Purchaser must provide Dealer with notice of any claim, controversy, or alleged breach of this Order and demand for arbitration within twelve months of discovery or accrual of the same, whichever occurs first. It is understood and agreed by the parties that the foregoing provision is both a condition precedent to the right to take such action, and a contractual modification to the statute of limitations for all actions, whether in contract, tort or otherwise, and failure to comply with this condition precedent and contractual statute of limitations shall be an absolute bar to recovery for any problems, issues, rights, claims or causes of action not specifically pled within the twelve month period. Whenever this Order requires that notice be provided to the other party, notice shall be deemed to have been validly given (i) if delivered in person to the party entitled to receive such notice, (ii) two (2) days after being sent by registered or certified mail, postage prepaid to the address indicated on the front side of this Order, or (iii) one (1) day after being sent via overnight mail through a respectable overnight delivery company.

11. ARBITRATION: Any controversy or claim arising out of or relating to this Order shall be decided by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, subject to the limitations and restrictions set forth in this Paragraph 11. A demand for arbitration shall be made within a reasonable time after a controversy or claim has arisen and in no event shall be made after the date when institution of legal or equitable proceedings based upon such claim or controversy would be barred by the applicable statute of limitations, subject to the restriction set forth in Paragraph 10. The arbitrator(s) shall have no authority to award punitive or other damages not measured by the prevailing party's actual damages. The parties acknowledge and agree that this Order evidences a transaction involving interstate commerce. Accordingly, the United States Arbitration Act (Title 9 of the United States Code) shall govern the interpretation, enforcement and proceedings pursuant to the arbitration provisions of this Order. The place of arbitration shall be the American Arbitration Association's office closest to the location of Dealer designated on the front side hereof. The parties shall be entitled to discover all documents and information reasonably necessary for a full understanding of any relevant issue raised in the arbitration. Regardless of any term or provision herein to the contrary, claims for contribution or indemnity filed by a party in any lawsuit or action filed or asserted by a third party on account of personal injury or death of any person or damage to property shall not be subject to the terms and provisions of this Paragraph 11. The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

12. EXPENSES AND COSTS: Should Dealer be required to institute any action, including any arbitration proceeding, to enforce any of its rights set forth in this Order, then Dealer shall be entitled to reimbursement from Purchaser for all expenses, including but not limited to, reasonable attorneys' and experts' fees, and costs incurred by Dealer in connection with such action. In the event Purchaser institutes any action, including any arbitration proceeding, against Dealer and in the further event Dealer prevails in such action, Purchaser shall pay Dealer the amount of all expenses, including but not limited to reasonable attorneys' and experts' fees, and costs incurred by Dealer in connection with such action.

13. MISCELLANEOUS: This Order may not be changed, altered or amended in any way except in writing signed by a corporate officer or authorized manager of Dealer and an agent of Purchaser. Purchaser acknowledges and agrees that Purchaser has had an adequate opportunity to review and revise this Order and the Order shall not be construed against or in favor of Purchaser or Dealer. No waiver by either party of a breach or default hereunder will be deemed a waiver by such party of a subsequent breach or default of a like or similar nature. No waiver of any of these terms and conditions or any of the terms and conditions will be effective against Dealer unless it is in writing signed by a corporate officer or authorized manager of Dealer. No course of dealing or performance, usage of trade or failure to enforce any term or condition will be used to modify this Order. If any of these terms or conditions is unenforceable, such term or condition will be limited only to the extent necessary to make it enforceable, and all other terms and conditions will remain in full force and effect. This Order is deemed to have been entered into in the state of the location of Dealer designated on the front side hereof and will governed by the laws of the state of the location of Dealer designated on the front side hereof, without giving effect to the choice of laws provisions thereof. The remedies expressly provided for in these conditions will be in addition to any other remedies that Dealer may have under the Uniform Commercial Code or other applicable law. Purchaser may not assign this Order without the prior written consent of Dealer. These terms and conditions are for the exclusive benefit of Dealer and Purchaser and no other person will have rights hereunder.

RECEIVED JUN 15 2002

YOUR COPY

INTERLOCAL PARTICIPATION AGREEMENT RECEIVED JUN 15 2002

for the
Texas Local Government Purchasing Cooperative

This Interlocal Participation Agreement ("Agreement") is made and entered into by and between the Texas Local Government Purchasing Cooperative ("Cooperative"), an administrative agency of cooperating local governments, acting on its own behalf and the behalf of all participating local governments, and the undersigned local government of the State of Texas ("Cooperative Member"). The purpose of this Agreement is to facilitate compliance with state bidding requirements, to identify qualified vendors of commodities, goods and services, to relieve the burdens of the governmental purchasing function, and to realize the various potential economies, including administrative cost savings, for Cooperative Members.

WITNESSETH:

WHEREAS, the Cooperative Members are authorized by Chapter 791, et seq., The Interlocal Cooperation Act of the Government Code ("the Act"), to agree with other local governments to form purchasing cooperatives; and

WHEREAS, the Cooperative is an administrative agency of local governments cooperating in the discharge of their governmental functions; and

WHEREAS, the Cooperative Member does hereby adopt the Organizational Interlocal Agreement, together with such amendments as may be made in the future, reflecting the evolving mission of the Cooperative and further agrees to become an additional party to that certain Organizational Interlocal Agreement promulgated on the 26th day of January, 1998.

NOW, THEREFORE, BE IT RESOLVED that the undersigned Cooperative Member in consideration of the agreement of the Cooperative and the Cooperative Members to provide services as detailed herein does agree to the following terms, conditions, and general provisions.

In return for the payment of the contributions and subject to all terms of this Agreement, the parties agree as follows:

TERMS AND CONDITIONS

1. Adopt Organizational Interlocal Cooperation Agreement. The Cooperative Member by the adoption and execution of this Agreement hereby adopts and approves the Organizational Interlocal Agreement dated January 26, 1998, together with such amendments as may be made in the future and further agrees to become a Cooperative Member.
2. Term. The initial term of this Agreement shall commence at 12:01 a.m. on the date executed and signed and shall automatically renew for successive one-year terms unless sooner terminated in accordance with the provisions of this Agreement. The terms, conditions, and general provisions set forth below shall apply to the initial term and all renewals.
3. Termination.
 - a. By the Cooperative Member. This Agreement may be terminated by the Cooperative Member at any time by thirty (30) days prior written notice to the Cooperative; provided all charges owed to the Cooperative and any vendor have been fully paid.
 - b. By the Cooperative. The Cooperative may terminate this Agreement by:
 1. Giving ten (10) days notice by certified mail to the Cooperative Member if the Cooperative Member fails or refuses to make the payments or contributions as herein provided; or
 2. Giving thirty (30) days notice by certified mail to the Cooperative Member.

- c. **Termination Procedure.** If the Cooperative Member terminates its participation during the term of this Agreement or breaches this Agreement, or if the Cooperative terminates participation of the Cooperative Member under any provision of this Article, the Cooperative Member shall bear the full financial responsibility for any purchases occurring after the termination date, and for any unpaid charges accrued during its term of membership in the Cooperative. The Cooperative may seek the whole amount due, if any, from the terminated Cooperative Member. The Cooperative Member will not be entitled to a refund of membership dues paid.
4. **Payments.**
 - a. The Cooperative Member agrees to pay membership fees based on a plan developed by the Cooperative. Membership fees are payable by Cooperative Member upon receipt of an invoice from the Cooperative, Cooperative Contractor or vendor. A late charge amounting to the maximum interest allowed by law, but not less than the rate of interest under Section 2251.021, et seq., Texas Government Code, shall begin to accrue daily on the 31st day following the due date and continue to accrue until the contribution and late charges are paid in full. The Cooperative reserves the right to collect all funds that are due to the Cooperative in the event of termination by Cooperative Member or breach of this Agreement by Cooperative Member.
 - b. The Cooperative Member will make timely payments to the vendor for the goods, materials and services received in accordance with the terms and conditions of the Invitation to Bid and related procurement documents. Payment for goods, materials and services and inspections and acceptance of goods, materials and services ordered by the procuring party shall be the exclusive obligation of the procuring Cooperative Member.
5. **Cooperative Reporting.** The Cooperative will provide periodic activity reports to the Cooperative Member. These reports may be modified from time to time as deemed appropriate by the Cooperative.
6. **Administration.** Cooperative Member will use the BuyBoard purchasing application in accordance with instruction from the Cooperative; discontinue use upon termination of participation; maintain confidentiality and prevent unauthorized use; maintain equipment, software and testing to operate the system at its own expense; report all purchase orders generated to Cooperative or its designee in accordance with instructions of the Cooperative; and make a final accounting to Cooperative upon termination of membership.
7. **Amendments.** The Board may amend this agreement, provided that notice is sent to each participant at least 60 days prior to the effective date of any change described in such amendment which, in the opinion of the Board, will have a material effect on the Cooperative Members participation in the Cooperative.

GENERAL PROVISIONS

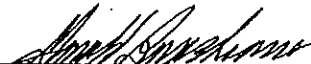
1. **Authorization to Participate.** Each Cooperative Member represents and warrants that its governing body has duly authorized its participation in the Cooperative.
2. **Bylaws.** The Cooperative Member agrees to abide by the Bylaws of the Cooperative, as they may be amended, and any and all reasonable policies and procedures established by the Cooperative.
3. **Compensation.** The parties agree that the payments under this Agreement and all related exhibits and documents are amounts that fairly compensate the Cooperative for the services or functions performed under the Agreement, and that the portion of gross sales paid by participating vendors enables the Cooperative to pay the necessary licensing fees, marketing costs, and related expenses required to operate a statewide system of electronic commerce for the local governments of Texas.
4. **Cooperation and Access.** The Cooperative Member agrees that it will cooperate in compliance with any reasonable requests for information and/or records made by the Cooperative. The Cooperative reserves the right to audit the relevant records of any Cooperative Member. Any breach of this Article shall be considered material and shall make the Agreement subject to termination on ten (10) days written notice to the Cooperative Member.

5. **Coordinator.** The Cooperative Member agrees to appoint a program coordinator who shall have express authority to represent and bind the Cooperative Member, and the Cooperative will not be required to contact any other individual regarding program matters. Any notice to or any agreements with the coordinator shall be binding upon the Cooperative Member. The Cooperative Member reserves the right to change the coordinator as needed by giving written notice to the Cooperative. Such notice is not effective until actually received by the Cooperative.
6. **Current Revenue.** The Cooperative Member hereby warrants that all payments, contributions, fees, and disbursements required of it hereunder shall be made from current revenues budgeted and available to the Cooperative Member.
7. **Defense and Prosecution of Claims.** The Cooperative Member authorizes the Cooperative to regulate the commencement, defense, intervention, or participation in a judicial, administrative, or other governmental proceeding or in an arbitration, mediation, or any other form of alternative dispute resolution, or other appearances of the Cooperative and/or any past or current Cooperative Member in any litigation, claim or dispute, and to engage counsel and appropriate experts, in the Cooperative's sole discretion, with respect to such litigation, claim or disputes. The Cooperative Member does hereby agree that any suit brought against the Cooperative or a Cooperative Member may be defended in the name of the Cooperative or the Member by the counsel selected by the Cooperative, in its sole discretion, or its designee, on behalf of and at the expense of the Cooperative as necessary for the prosecution or defense of any litigation. Full cooperation by the Cooperative Member shall be extended to supply any information needed or helpful in such prosecution or defense. Subject to specific revocation, the Cooperative Member hereby designates the Cooperative to act as a class representative on its behalf in matters arising out of this Agreement.
8. **Governance.** The Board of Trustees (Board) will govern the Cooperative in accordance with the Bylaws. Travis County, Texas will be the location for filing any dispute, claim or lawsuit.
9. **Limitations of Liability.** COOPERATIVE, ITS ENDORSERS (TEXAS ASSOCIATION OF SCHOOL BOARDS, TEXAS ASSOCIATION OF COUNTIES, AND TEXAS MUNICIPAL LEAGUE) AND SERVICING CONTRACTOR (TEXAS ASSOCIATION OF SCHOOL BOARDS) DO NOT WARRANT THAT THE OPERATION OR USE OF COOPERATIVE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. COOPERATIVE, ITS ENDORSERS AND SERVICING CONTRACTORS, HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE PARTIES AGREE THAT IN REGARD TO ANY AND ALL CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER UNDER ANY CIRCUMSTANCES FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
10. **Merger.** This Interlocal Participation Agreement, Terms and Conditions, and General Provisions, together with the Bylaws, Organizational Interlocal Agreement, and Exhibits, represents the complete understanding of the Cooperative, and Cooperative Member electing to participate in the Cooperative.
11. **Notice.** Any written notice to the Cooperative shall be made by first class mail, postage prepaid, and delivered to the Associate Executive Director Financial Planning, Texas Association of School Boards, Inc., P.O. Box 400, Austin, Texas 78767-0400.
12. **Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and venue shall lie in Travis County, Texas.
13. **Warranty.** By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action required to enter into and perform the terms of this Agreement.

IN WITNESS WHEREOF, the parties, acting through their duly authorized representatives, sign this Agreement as of the date indicated.

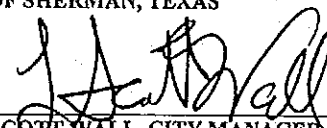
TO BE COMPLETED BY THE COOPERATIVE:

TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE, as acting on behalf of all other Cooperative Members

By:  Date: 7-15-02
Gerald Brashears, Cooperative Administrator

TO BE COMPLETED BY COOPERATIVE MEMBER:

CITY OF SHERMAN, TEXAS

By:  Date: 5/28/2002
L. SCOTT WALL, CITY MANAGER

Coordinator for the Cooperative Member is:

Name: MARYANN WINKLER
Address: 405 N. RUSK STREET
SHERMAN, TEXAS 75090
Phone: (903) 892-7285
Fax: (903) 891-0255
Email: PURCH@TEXOMA.NET



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

D.11.

Meeting Date: 11/05/2018

Prepared By: Kevin Winkler, Public Works Manager

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 6427**

Authorizing the Purchase of a New Caterpillar Motor Grader for the Street Maintenance Department from Holt Cat through the Texas Local Government Purchasing Cooperative (BuyBoard)

Issue:

To consider approval of a resolution to purchase a new Caterpillar Motor Grader from the BuyBoard for use within the Street Maintenance Department

Background:

The requested purchase will replace the current Unit #417, a 1983 model CAT Motor Grader.

The Texas Local Government Purchase Cooperative was created to increase the purchasing power of government entities and to simplify their purchasing power by using a customized electronic purchasing system, called the BuyBoard.

Origination:

Department of Public Works

Financial Consideration:

The new Caterpillar Motor Grader will be purchased from Holt Cat for \$291,848.00 through the BuyBoard. Funding for this purchase was appropriated in the fiscal year 2018-2019 Street Maintenance Department budget.

Staff Recommendation:

It is recommended that staff be authorized to purchase the new Caterpillar Motor Grader through the BuyBoard.

Alternatives:

As may be recommended by the City Council

Attachments

Resolution No. 6427

Holt Cat Quotation

BuyBoard Interlocal Agreement

RESOLUTION NO. 6427

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A NEW CATERPILLAR MOTOR GRADER FOR THE STREET MAINTENANCE DEPARTMENT FROM HOLT CAT 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 Holt Cat through the Texas Local Government Purchasing Cooperative (BuyBoard), a new Caterpillar Motor Grader at a total price of Two Hundred Ninety-One Thousand Eight Hundred Forty-Eight Dollars and No Cents (\$291,848.00). 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 2018-2019 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 _____, 2018.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

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



DATE: September 18, 2018
QUOTE #:225876-01

CITY OF SHERMAN
TIM ROYSTER

PO BOX 1106
SHERMAN, TEXAS 75091-1106

One (1) New Caterpillar Model: 120M2 AWD Motor Graders with all standard equipment in addition to the additional specifications listed below:

SALE PRICE	\$291,848
Quote thru Sourcewell Contract 032515 – Member 45027	

WARRANTY

Standard Warranty: 120 AWD-12 MO/8760 HR POWERTRAIN
Extended Warranty: 120 AWD-12 MO/8760 HR POWERTRAIN, 120 AWD-84 MO/7000 HR PREMIER

MACHINE SPECIFICATIONS

DESCRIPTION	REF.#
120M2 AWD MOTOR GRADER	353-2917
GLOBAL ARRANGEMENT	353-2886
MOLDBOARD, 14' PLUS	349-3048
RIPPER/SCARIFIER	332-2305
DRAWBAR, 4 SHOE CIRCLE GUIDES	253-4626
STANDARD WEATHER AWD	353-3307
ACCUMULATORS, BLADE LIFT	365-2203
PRECLEANER	356-1436
INSTALLATION ARRANGEMENT	365-2199
BASE + 1 (RIP)	309-9846
LIGHTS, FRONT HEADLIGHTS, LOW	309-9879
STARTING, (50 MT)	325-6335
CAB, PLUS	390-6789
INSTALLATION, ACCUGRADE READY	462-6390
JOYSTICK CONTROLS, ADVANCED	458-8701
PRODUCT LINK, CELLULAR PLE641	464-6443
TIRES, 17.5R25 MX XHA * L3 MP	249-7842
PUSH PLATE, COUNTERWEIGHT	367-6842
COMFORT PACKAGE	391-8968
SCREEN AS	360-0116
CONVERTER GP	361-3136
RADIO GP - AM/FM	477-1257
LIGHTS, WORKING, PLUS, HALOGEN	353-2895

DESCRIPTION	REF.#
CAMERA, REAR VISION	391-2914
MIRRORS, OUTSIDE MOUNTED	233-3295
GUARD, TRANSMISSION	366-2462
TOOTH, STRAIGHT	8J-1434
COOLANT, 50/50, -35C (-31F)	447-0898
DRAIN, GRAVITY, ENGINE OIL	324-5330
FUEL ANTIFREEZE, -25C (-13F)	0P-3978
PARTS AND SERVICE MANUAL	INCLUDED
7 YEARS OF VISION LINK	INCLUDED
PARTS AND SERVICE MANUALS	INCLUDED

STANDARD EQUIPMENT

POWERTRAIN

Air cleaner, dual stage dry type radial seal with service indicator through messenger and automatic dust ejector
 Air-to-air after cooler (ATAAC)
 Brakes, oil disc, four-wheel, hydraulic
 Demand fan, hydraulic
 Differential, lock/unlock, Automatic
 Drain, engine oil, ecology
 Engine, C7.1 with ACERT technology, diesel, with automatic engine derate

and idle control
 Meets U.S. EPA Tier 4 and EU Stage IIb emission standards
 Fuel-water separator
 Parking brake, multi-disc, sealed and Oil cooled
 Priming pump, fuel
 Transmission, 8 speed forward and 6 speed reverse, power shift, direct drive
 VHP+ (Variable Horsepower Plus)

ELECTRICAL

Alarm, back-up
 Alternator, 150 ampere, sealed
 Batteries, maintenance free, heavy duty, 1125 CCA
 Electrical system, 24 volt
 Grade Control Ready
 -cab harness -software

-bosses -brackets
 -electrical hydraulic valves
 Lights, reversing
 Lights, roading, roof-mounted
 Lights, stop and tail, LED
 Product Link ready
 Starter, electric

OPERATOR ENVIRONMENT

Air Conditioning with heater
 Display, digital speed and gear
 Gauge, machine level
 Gauges (analog) inside the cab
 Includes -fuel
 -articulation -engine coolant temp
 -engine RPM -hydraulic oil temp
 -regeneration
 Joystick, adjustable armrests
 Joystick gear selection
 Joystick hydraulic controls
 -right/left blade lift w/float position

Ladders, cab, left and right side
 Messenger operator information system
 Meter, hour, digital
 Mirror, inside rearview, wide angle
 ROPS cab, sound suppressed 70dB(A)
 ISO 6394
 Seat, cloth-covered, comfort suspension
 Seat belt, retractable 3"
 Throttle control, electronic

-front wheel lean and articulation
-blade sideshift and tip -circle drive
-centershift -steering
Joystick hydraulic power steering

Windows: laminated glass
- fixed front with intermittent wiper
- side and rear (3)

TIRES, RIMS, AND WHEELS

A partial allowance for tires on 10"x24"
is included in the base machine

price and weight.

FLUIDS

Antifreeze

Extended Life Coolant to -35C/-30F

OTHER STANDARD EQUIPMENT

Accumulators, brake, dual certified
Bumper, rear, integrated with hitch
CD ROM Parts Book
Clutch, circle drive slip
Cutting edges, 6" x 5/8" (152mm x 16mm)
curved DH-2 steel, 3/4" mounting bolts
(19mm)
Doors, 4, engine compartment, (two left
hand, two right hand,) locking
Drawbar, 4 shoe with replaceable wear
strips
Endbits, 5/8" (16mm) DH-2 steel, 3/4"
(19mm) mounting bolts

Fuel tank, 110 gallon (416 L)
Ground level engine shutdown
Hammer (emergency exit)
Moldboard, 12'x 24" x 7/8" (3658mm x
610mm x 22mm)
Pump, hydr, high capacity (98cc/6cu in)
Radiator, cleanout access (both sides
with swing doors)
Secondary steering
SOS ports, engine, hydraulic
transmission, coolant, fuel
Tow hitch

RECEIVED JUN 15 2002

YOUR COPY

INTERLOCAL PARTICIPATION AGREEMENT RECEIVED JUN 15 2002

for the
Texas Local Government Purchasing Cooperative

This Interlocal Participation Agreement ("Agreement") is made and entered into by and between the Texas Local Government Purchasing Cooperative ("Cooperative"), an administrative agency of cooperating local governments, acting on its own behalf and the behalf of all participating local governments, and the undersigned local government of the State of Texas ("Cooperative Member"). The purpose of this Agreement is to facilitate compliance with state bidding requirements, to identify qualified vendors of commodities, goods and services, to relieve the burdens of the governmental purchasing function, and to realize the various potential economies, including administrative cost savings, for Cooperative Members.

WITNESSETH:

WHEREAS, the Cooperative Members are authorized by Chapter 791, et seq., The Interlocal Cooperation Act of the Government Code ("the Act"), to agree with other local governments to form purchasing cooperatives; and

WHEREAS, the Cooperative is an administrative agency of local governments cooperating in the discharge of their governmental functions; and

WHEREAS, the Cooperative Member does hereby adopt the Organizational Interlocal Agreement, together with such amendments as may be made in the future, reflecting the evolving mission of the Cooperative and further agrees to become an additional party to that certain Organizational Interlocal Agreement promulgated on the 26th day of January, 1998.

NOW, THEREFORE, BE IT RESOLVED that the undersigned Cooperative Member in consideration of the agreement of the Cooperative and the Cooperative Members to provide services as detailed herein does agree to the following terms, conditions, and general provisions.

In return for the payment of the contributions and subject to all terms of this Agreement, the parties agree as follows:

TERMS AND CONDITIONS

1. Adopt Organizational Interlocal Cooperation Agreement. The Cooperative Member by the adoption and execution of this Agreement hereby adopts and approves the Organizational Interlocal Agreement dated January 26, 1998, together with such amendments as may be made in the future and further agrees to become a Cooperative Member.
2. Term. The initial term of this Agreement shall commence at 12:01 a.m. on the date executed and signed and shall automatically renew for successive one-year terms unless sooner terminated in accordance with the provisions of this Agreement. The terms, conditions, and general provisions set forth below shall apply to the initial term and all renewals.
3. Termination.
 - a. By the Cooperative Member. This Agreement may be terminated by the Cooperative Member at any time by thirty (30) days prior written notice to the Cooperative; provided all charges owed to the Cooperative and any vendor have been fully paid.
 - b. By the Cooperative. The Cooperative may terminate this Agreement by:
 1. Giving ten (10) days notice by certified mail to the Cooperative Member if the Cooperative Member fails or refuses to make the payments or contributions as herein provided; or
 2. Giving thirty (30) days notice by certified mail to the Cooperative Member.

- c. **Termination Procedure.** If the Cooperative Member terminates its participation during the term of this Agreement or breaches this Agreement, or if the Cooperative terminates participation of the Cooperative Member under any provision of this Article, the Cooperative Member shall bear the full financial responsibility for any purchases occurring after the termination date, and for any unpaid charges accrued during its term of membership in the Cooperative. The Cooperative may seek the whole amount due, if any, from the terminated Cooperative Member. The Cooperative Member will not be entitled to a refund of membership dues paid.
4. **Payments.**
 - a. The Cooperative Member agrees to pay membership fees based on a plan developed by the Cooperative. Membership fees are payable by Cooperative Member upon receipt of an invoice from the Cooperative, Cooperative Contractor or vendor. A late charge amounting to the maximum interest allowed by law, but not less than the rate of interest under Section 2251.021, et seq., Texas Government Code, shall begin to accrue daily on the 31st day following the due date and continue to accrue until the contribution and late charges are paid in full. The Cooperative reserves the right to collect all funds that are due to the Cooperative in the event of termination by Cooperative Member or breach of this Agreement by Cooperative Member.
 - b. The Cooperative Member will make timely payments to the vendor for the goods, materials and services received in accordance with the terms and conditions of the Invitation to Bid and related procurement documents. Payment for goods, materials and services and inspections and acceptance of goods, materials and services ordered by the procuring party shall be the exclusive obligation of the procuring Cooperative Member.
5. **Cooperative Reporting.** The Cooperative will provide periodic activity reports to the Cooperative Member. These reports may be modified from time to time as deemed appropriate by the Cooperative.
6. **Administration.** Cooperative Member will use the BuyBoard purchasing application in accordance with instruction from the Cooperative; discontinue use upon termination of participation; maintain confidentiality and prevent unauthorized use; maintain equipment, software and testing to operate the system at its own expense; report all purchase orders generated to Cooperative or its designee in accordance with instructions of the Cooperative; and make a final accounting to Cooperative upon termination of membership.
7. **Amendments.** The Board may amend this agreement, provided that notice is sent to each participant at least 60 days prior to the effective date of any change described in such amendment which, in the opinion of the Board, will have a material effect on the Cooperative Members participation in the Cooperative.

GENERAL PROVISIONS

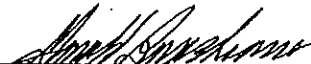
1. **Authorization to Participate.** Each Cooperative Member represents and warrants that its governing body has duly authorized its participation in the Cooperative.
2. **Bylaws.** The Cooperative Member agrees to abide by the Bylaws of the Cooperative, as they may be amended, and any and all reasonable policies and procedures established by the Cooperative.
3. **Compensation.** The parties agree that the payments under this Agreement and all related exhibits and documents are amounts that fairly compensate the Cooperative for the services or functions performed under the Agreement, and that the portion of gross sales paid by participating vendors enables the Cooperative to pay the necessary licensing fees, marketing costs, and related expenses required to operate a statewide system of electronic commerce for the local governments of Texas.
4. **Cooperation and Access.** The Cooperative Member agrees that it will cooperate in compliance with any reasonable requests for information and/or records made by the Cooperative. The Cooperative reserves the right to audit the relevant records of any Cooperative Member. Any breach of this Article shall be considered material and shall make the Agreement subject to termination on ten (10) days written notice to the Cooperative Member.

5. **Coordinator.** The Cooperative Member agrees to appoint a program coordinator who shall have express authority to represent and bind the Cooperative Member, and the Cooperative will not be required to contact any other individual regarding program matters. Any notice to or any agreements with the coordinator shall be binding upon the Cooperative Member. The Cooperative Member reserves the right to change the coordinator as needed by giving written notice to the Cooperative. Such notice is not effective until actually received by the Cooperative.
6. **Current Revenue.** The Cooperative Member hereby warrants that all payments, contributions, fees, and disbursements required of it hereunder shall be made from current revenues budgeted and available to the Cooperative Member.
7. **Defense and Prosecution of Claims.** The Cooperative Member authorizes the Cooperative to regulate the commencement, defense, intervention, or participation in a judicial, administrative, or other governmental proceeding or in an arbitration, mediation, or any other form of alternative dispute resolution, or other appearances of the Cooperative and/or any past or current Cooperative Member in any litigation, claim or dispute, and to engage counsel and appropriate experts, in the Cooperative's sole discretion, with respect to such litigation, claim or disputes. The Cooperative Member does hereby agree that any suit brought against the Cooperative or a Cooperative Member may be defended in the name of the Cooperative or the Member by the counsel selected by the Cooperative, in its sole discretion, or its designee, on behalf of and at the expense of the Cooperative as necessary for the prosecution or defense of any litigation. Full cooperation by the Cooperative Member shall be extended to supply any information needed or helpful in such prosecution or defense. Subject to specific revocation, the Cooperative Member hereby designates the Cooperative to act as a class representative on its behalf in matters arising out of this Agreement.
8. **Governance.** The Board of Trustees (Board) will govern the Cooperative in accordance with the Bylaws. Travis County, Texas will be the location for filing any dispute, claim or lawsuit.
9. **Limitations of Liability.** COOPERATIVE, ITS ENDORSERS (TEXAS ASSOCIATION OF SCHOOL BOARDS, TEXAS ASSOCIATION OF COUNTIES, AND TEXAS MUNICIPAL LEAGUE) AND SERVICING CONTRACTOR (TEXAS ASSOCIATION OF SCHOOL BOARDS) DO NOT WARRANT THAT THE OPERATION OR USE OF COOPERATIVE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. COOPERATIVE, ITS ENDORSERS AND SERVICING CONTRACTORS, HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE PARTIES AGREE THAT IN REGARD TO ANY AND ALL CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER UNDER ANY CIRCUMSTANCES FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
10. **Merger.** This Interlocal Participation Agreement, Terms and Conditions, and General Provisions, together with the Bylaws, Organizational Interlocal Agreement, and Exhibits, represents the complete understanding of the Cooperative, and Cooperative Member electing to participate in the Cooperative.
11. **Notice.** Any written notice to the Cooperative shall be made by first class mail, postage prepaid, and delivered to the Associate Executive Director Financial Planning, Texas Association of School Boards, Inc., P.O. Box 400, Austin, Texas 78767-0400.
12. **Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and venue shall lie in Travis County, Texas.
13. **Warranty.** By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action required to enter into and perform the terms of this Agreement.

IN WITNESS WHEREOF, the parties, acting through their duly authorized representatives, sign this Agreement as of the date indicated.

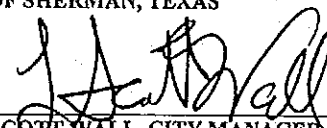
TO BE COMPLETED BY THE COOPERATIVE:

TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE, as acting on behalf of all other Cooperative Members

By:  Date: 7-15-02
Gerald Brashears, Cooperative Administrator

TO BE COMPLETED BY COOPERATIVE MEMBER:

CITY OF SHERMAN, TEXAS

By:  Date: 5/28/2002
L. SCOTT WALL, CITY MANAGER

Coordinator for the Cooperative Member is:

Name: MARYANN WINKLER
Address: 405 N. RUSK STREET
SHERMAN, TEXAS 75090
Phone: (903) 892-7285
Fax: (903) 891-0255
Email: PURCH@TEXOMA.NET



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

D.12.

Meeting Date: 11/05/2018

Prepared By: Kevin Winkler, Public Works Manager

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 6429**

Authorizing the Purchase of a New Caterpillar CW34 Pneumatic Roller for the Street Maintenance Department from Holt Cat through the Texas Local Government Purchasing Cooperative (BuyBoard)

Issue:

To consider approval of a resolution to purchase a new Caterpillar CW34 Pneumatic Roller from the BuyBoard for use within the Street Maintenance Department.

Background:

The requested purchase is to replace Unit #404 (a 1998 Ferguson Pneumatic Roller). The Pneumatic Roller is used in the repairing and repaving of City streets.

The Texas Local Government Purchasing Cooperative was created to increase the purchasing power of government entities and to simplify their purchasing by using a customized electronic purchasing system called the BuyBoard.

Origination:

Department of Public Works

Financial Consideration:

The new CW34 Pneumatic Roller will be purchased from Holt Cat for \$156,602.00 through the BuyBoard. Funding for this purchase was appropriated in the fiscal year 2018-2019 Street Maintenance Department budget.

Staff Recommendation:

It is recommended that staff be authorized to purchase the new CW34 Pneumatic Roller through the BuyBoard.

Alternatives:

As may be recommended by the City Council

Attachments

Resolution No. 6429

Holt Cat Quotation

BuyBoard Interlocal Agreement

RESOLUTION NO. 6429

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A NEW CATERPILLAR CW34 PNEUMATIC ROLLER FOR THE STREET MAINTENANCE DEPARTMENT FROM HOLT CAT 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 Holt Cat through the Texas Local Government Purchasing Cooperative (BuyBoard), a new Caterpillar CW34 Pneumatic Roller at a total price of One Hundred Fifty-Six Thousand Six Hundred Two Dollars and No Cents (\$156,602.00). 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 2018-2019 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 _____, 2018.

CITY OF SHERMAN, TEXAS

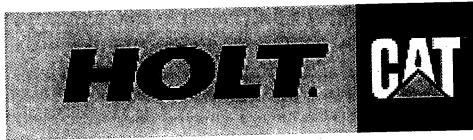
ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

BY: _____
BRANDON SHELBY,
CITY ATTORNEY



DATE: September 18, 2018

QUOTE #:210158-02

CITY OF SHERMAN
TIM ROYSTER

Christopher Simon
972.313.5537

PO BOX 1106
SHERMAN, TEXAS 75091-1106

One (1) New Caterpillar Model: CW34 Paving and Compaction with all standard equipment in addition to the additional specifications listed below:

SALE PRICE

\$156,602

Quote thru Sourcewell Contract 032515 – Member 45027

WARRANTY

Standard Warranty: 12 Month/Unlimited Hours Total Machine

MACHINE SPECIFICATIONS

DESCRIPTION	REF.#
CW34 PNEUMATIC COMPACTOR	445-5711
ENGINE, TIER 4F/STAGE 4	443-8810
FRAME, STANDARD MACHINE	445-5707
BELT, ENG	355-1670
BASE, OPERATOR STATION	368-9296
SEAT, HEATED VINYL	364-6750
CONTROL, PREMIUM	457-1622
PRODUCT LINK, CELLULAR PL641	454-5454
INSTALLATION, ROPS	460-0782
TIRES, STD	359-7789
OIL, HYD, FACTORY FILLED	364-8437
MIRRORS, EXTERNAL	364-6763
BELT, SEAT, 3" SUSPENSION	276-6019
COCOA MAT W/SCRAPER	388-7112
THERMAL, TIRE APRON	471-3180
CERTIFICATE OF ORIGIN	0P-4990
ROPS	359-7792
SPRAY, EMULSION	359-7790
PARTS AND SERVICE MANUALS	INCLUDED
2 SPARE TIRES AND RIMS	INCLUDED

STANDARD EQUIPMENT

POWERTRAIN

Cat C4.4 ACERT Engine
Dual element cyclonic air cleaner
Fuel filter / water separator
Ultra clean fuel filter with integrated
prime pump
Fuel reducing, automotive style,
variable speed engine control

Automatic idle shutdown
Dual braking system (service & parking)
Continuously variable hydrostatic
transmission with seamless shifting
3 Speed ranges
Auto speed control (ASC) for lower noise
and fuel consumption

ELECTRICAL

24-volt electric starting
100 - amp alternator
Two CAT Maintenance Free Batteries
Roading lights - turn signals and low
beam forward facing lights
Rear backup light and stop indication

lamps
Halogen working lights - bumper mounted
(2 front-facing and 2 rear-facing)
Backup alarm and forward warning horn
Product Link Ready

OPERATOR ENVIRONMENT

Side to side sliding and plus/minus 90
degree rotating operator station
Machine and operating functions are
integrated into 4" LCD display
Fore/Aft adjustable suspension seat
Oversized RH arm rest

3" wide belt
Vandalism protection
Power assisted steering
Tilt able steering column
Rubber floor mat

FLUIDS

Premixed 50% concentration of Extended
Life Coolant with freeze protection

to -37C (-35F)

OTHER STANDARD EQUIPMENT

Locking fiberglass engine enclosure
All wheel oscillation - front and rear
Front wheel vertical equalizing
suspension
Single pump, triple filtration
pressurized water system
Dedicated system for each tire
Intermittent adjustable spray on/off

time
Water Capacity
Self adjusting, retractable, nylon tire
scraper system
Manual brake release
Lockable fuel fill
Transport tie-down and lift points
High ambient capable (49 deg C)

RECEIVED JUN 15 2002

YOUR COPY

INTERLOCAL PARTICIPATION AGREEMENT RECEIVED JUN 15 2002

for the
Texas Local Government Purchasing Cooperative

This Interlocal Participation Agreement ("Agreement") is made and entered into by and between the Texas Local Government Purchasing Cooperative ("Cooperative"), an administrative agency of cooperating local governments, acting on its own behalf and the behalf of all participating local governments, and the undersigned local government of the State of Texas ("Cooperative Member"). The purpose of this Agreement is to facilitate compliance with state bidding requirements, to identify qualified vendors of commodities, goods and services, to relieve the burdens of the governmental purchasing function, and to realize the various potential economies, including administrative cost savings, for Cooperative Members.

WITNESSETH:

WHEREAS, the Cooperative Members are authorized by Chapter 791, et seq., The Interlocal Cooperation Act of the Government Code ("the Act"), to agree with other local governments to form purchasing cooperatives; and

WHEREAS, the Cooperative is an administrative agency of local governments cooperating in the discharge of their governmental functions; and

WHEREAS, the Cooperative Member does hereby adopt the Organizational Interlocal Agreement, together with such amendments as may be made in the future, reflecting the evolving mission of the Cooperative and further agrees to become an additional party to that certain Organizational Interlocal Agreement promulgated on the 26th day of January, 1998.

NOW, THEREFORE, BE IT RESOLVED that the undersigned Cooperative Member in consideration of the agreement of the Cooperative and the Cooperative Members to provide services as detailed herein does agree to the following terms, conditions, and general provisions.

In return for the payment of the contributions and subject to all terms of this Agreement, the parties agree as follows:

TERMS AND CONDITIONS

1. Adopt Organizational Interlocal Cooperation Agreement. The Cooperative Member by the adoption and execution of this Agreement hereby adopts and approves the Organizational Interlocal Agreement dated January 26, 1998, together with such amendments as may be made in the future and further agrees to become a Cooperative Member.
2. Term. The initial term of this Agreement shall commence at 12:01 a.m. on the date executed and signed and shall automatically renew for successive one-year terms unless sooner terminated in accordance with the provisions of this Agreement. The terms, conditions, and general provisions set forth below shall apply to the initial term and all renewals.
3. Termination.
 - a. By the Cooperative Member. This Agreement may be terminated by the Cooperative Member at any time by thirty (30) days prior written notice to the Cooperative; provided all charges owed to the Cooperative and any vendor have been fully paid.
 - b. By the Cooperative. The Cooperative may terminate this Agreement by:
 1. Giving ten (10) days notice by certified mail to the Cooperative Member if the Cooperative Member fails or refuses to make the payments or contributions as herein provided; or
 2. Giving thirty (30) days notice by certified mail to the Cooperative Member.

- c. **Termination Procedure.** If the Cooperative Member terminates its participation during the term of this Agreement or breaches this Agreement, or if the Cooperative terminates participation of the Cooperative Member under any provision of this Article, the Cooperative Member shall bear the full financial responsibility for any purchases occurring after the termination date, and for any unpaid charges accrued during its term of membership in the Cooperative. The Cooperative may seek the whole amount due, if any, from the terminated Cooperative Member. The Cooperative Member will not be entitled to a refund of membership dues paid.
4. **Payments.**
 - a. The Cooperative Member agrees to pay membership fees based on a plan developed by the Cooperative. Membership fees are payable by Cooperative Member upon receipt of an invoice from the Cooperative, Cooperative Contractor or vendor. A late charge amounting to the maximum interest allowed by law, but not less than the rate of interest under Section 2251.021, et seq., Texas Government Code, shall begin to accrue daily on the 31st day following the due date and continue to accrue until the contribution and late charges are paid in full. The Cooperative reserves the right to collect all funds that are due to the Cooperative in the event of termination by Cooperative Member or breach of this Agreement by Cooperative Member.
 - b. The Cooperative Member will make timely payments to the vendor for the goods, materials and services received in accordance with the terms and conditions of the Invitation to Bid and related procurement documents. Payment for goods, materials and services and inspections and acceptance of goods, materials and services ordered by the procuring party shall be the exclusive obligation of the procuring Cooperative Member.
5. **Cooperative Reporting.** The Cooperative will provide periodic activity reports to the Cooperative Member. These reports may be modified from time to time as deemed appropriate by the Cooperative.
6. **Administration.** Cooperative Member will use the BuyBoard purchasing application in accordance with instruction from the Cooperative; discontinue use upon termination of participation; maintain confidentiality and prevent unauthorized use; maintain equipment, software and testing to operate the system at its own expense; report all purchase orders generated to Cooperative or its designee in accordance with instructions of the Cooperative; and make a final accounting to Cooperative upon termination of membership.
7. **Amendments.** The Board may amend this agreement, provided that notice is sent to each participant at least 60 days prior to the effective date of any change described in such amendment which, in the opinion of the Board, will have a material effect on the Cooperative Members participation in the Cooperative.

GENERAL PROVISIONS

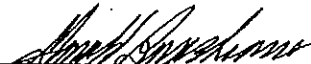
1. **Authorization to Participate.** Each Cooperative Member represents and warrants that its governing body has duly authorized its participation in the Cooperative.
2. **Bylaws.** The Cooperative Member agrees to abide by the Bylaws of the Cooperative, as they may be amended, and any and all reasonable policies and procedures established by the Cooperative.
3. **Compensation.** The parties agree that the payments under this Agreement and all related exhibits and documents are amounts that fairly compensate the Cooperative for the services or functions performed under the Agreement, and that the portion of gross sales paid by participating vendors enables the Cooperative to pay the necessary licensing fees, marketing costs, and related expenses required to operate a statewide system of electronic commerce for the local governments of Texas.
4. **Cooperation and Access.** The Cooperative Member agrees that it will cooperate in compliance with any reasonable requests for information and/or records made by the Cooperative. The Cooperative reserves the right to audit the relevant records of any Cooperative Member. Any breach of this Article shall be considered material and shall make the Agreement subject to termination on ten (10) days written notice to the Cooperative Member.

5. **Coordinator.** The Cooperative Member agrees to appoint a program coordinator who shall have express authority to represent and bind the Cooperative Member, and the Cooperative will not be required to contact any other individual regarding program matters. Any notice to or any agreements with the coordinator shall be binding upon the Cooperative Member. The Cooperative Member reserves the right to change the coordinator as needed by giving written notice to the Cooperative. Such notice is not effective until actually received by the Cooperative.
6. **Current Revenue.** The Cooperative Member hereby warrants that all payments, contributions, fees, and disbursements required of it hereunder shall be made from current revenues budgeted and available to the Cooperative Member.
7. **Defense and Prosecution of Claims.** The Cooperative Member authorizes the Cooperative to regulate the commencement, defense, intervention, or participation in a judicial, administrative, or other governmental proceeding or in an arbitration, mediation, or any other form of alternative dispute resolution, or other appearances of the Cooperative and/or any past or current Cooperative Member in any litigation, claim or dispute, and to engage counsel and appropriate experts, in the Cooperative's sole discretion, with respect to such litigation, claim or disputes. The Cooperative Member does hereby agree that any suit brought against the Cooperative or a Cooperative Member may be defended in the name of the Cooperative or the Member by the counsel selected by the Cooperative, in its sole discretion, or its designee, on behalf of and at the expense of the Cooperative as necessary for the prosecution or defense of any litigation. Full cooperation by the Cooperative Member shall be extended to supply any information needed or helpful in such prosecution or defense. Subject to specific revocation, the Cooperative Member hereby designates the Cooperative to act as a class representative on its behalf in matters arising out of this Agreement.
8. **Governance.** The Board of Trustees (Board) will govern the Cooperative in accordance with the Bylaws. Travis County, Texas will be the location for filing any dispute, claim or lawsuit.
9. **Limitations of Liability.** COOPERATIVE, ITS ENDORSERS (TEXAS ASSOCIATION OF SCHOOL BOARDS, TEXAS ASSOCIATION OF COUNTIES, AND TEXAS MUNICIPAL LEAGUE) AND SERVICING CONTRACTOR (TEXAS ASSOCIATION OF SCHOOL BOARDS) DO NOT WARRANT THAT THE OPERATION OR USE OF COOPERATIVE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. COOPERATIVE, ITS ENDORSERS AND SERVICING CONTRACTORS, HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE PARTIES AGREE THAT IN REGARD TO ANY AND ALL CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER UNDER ANY CIRCUMSTANCES FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
10. **Merger.** This Interlocal Participation Agreement, Terms and Conditions, and General Provisions, together with the Bylaws, Organizational Interlocal Agreement, and Exhibits, represents the complete understanding of the Cooperative, and Cooperative Member electing to participate in the Cooperative.
11. **Notice.** Any written notice to the Cooperative shall be made by first class mail, postage prepaid, and delivered to the Associate Executive Director Financial Planning, Texas Association of School Boards, Inc., P.O. Box 400, Austin, Texas 78767-0400.
12. **Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and venue shall lie in Travis County, Texas.
13. **Warranty.** By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action required to enter into and perform the terms of this Agreement.

IN WITNESS WHEREOF, the parties, acting through their duly authorized representatives, sign this Agreement as of the date indicated.

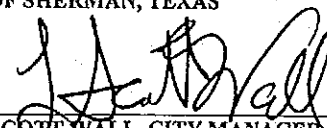
TO BE COMPLETED BY THE COOPERATIVE:

TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE, as acting on behalf of all other Cooperative Members

By:  Date: 7-15-02
Gerald Brashears, Cooperative Administrator

TO BE COMPLETED BY COOPERATIVE MEMBER:

CITY OF SHERMAN, TEXAS

By:  Date: 5/28/2002
L. SCOTT WALL, CITY MANAGER

Coordinator for the Cooperative Member is:

Name: MARYANN WINKLER
Address: 405 N. RUSK STREET
SHERMAN, TEXAS 75090
Phone: (903) 892-7285
Fax: (903) 891-0255
Email: PURCH@TEXOMA.NET



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

D.13.

Meeting Date: 11/05/2018

Prepared By: Zachary Flores, Police Chief

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 6430**

Authorizing Execution of an Interlocal Agreement between the City of Sherman and the County of Dallas

Issue:

An Interlocal Agreement (ILA) with the County of Dallas to purchase three (3) Chevrolet Tahoe Police Patrol Vehicles and correlating vehicle equipment for use within the Sherman Police Department

Background:

By entering into an Interlocal Agreement with the County of Dallas, the City of Sherman will have the opportunity to realize competitively bid pricing for police patrol vehicles and equipment for the Police Department. Chapter 791 of the Texas Local Government Code authorizes local governments to enter into Interlocal agreements, which allows the local government to purchase from a contract currently existing between another local government and a vendor. This Interlocal Agreement fully satisfies the statutory competitive bid requirements.

The contracted vendor, Freedom Chevrolet, has communicated to the City of Sherman that they are currently in a competitively bid contract with the County of Dallas; and the County of Dallas has confirmed this contract. The estimated cost for the purchase of these three (3) vehicles, and related equipment, is \$136,234.00.

Origination:

Police Department

Financial Consideration:

Funds for this purchase are approved in the fiscal year 2018-2019 budget.

Staff Recommendation:

Staff recommends that the City Council authorize execution of an Interlocal Agreement between the City of Sherman and the County of Dallas.

Alternatives:

As may be directed by the City Council

Attachments

Resolution No. 6430

Interlocal Agreement

Freedom Chevrolet Quotation

RESOLUTION NO. 6430

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF SHERMAN AND THE COUNTY OF DALLAS; 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 Interlocal Agreement with the County of Dallas, in the same or substantially same form as the contract documents 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 _____, 2018.

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

INTERLOCAL AGREEMENT

BETWEEN COUNTY OF DALLAS AND THE CITY OF SHERMAN

This Agreement is made this 5th day of November, 2018 between the County of Dallas, Texas and the City of Sherman.

Pursuant to the authority granted by the "Texas Interlocal Cooperation Act," Chapter 791 Texas Government Code providing for the cooperation between local governmental bodies, the parties hereto, in consideration of the premises and mutual promises contained herein, agree as follows:

WHEREAS, the contract is made under the authority of Sections 791.001-791.029 of the Texas Government Code; and,

WHEREAS, the parties, in performing governmental functions or in paying for the performance of governmental functions hereunder shall make that performance or those payments from current revenues legally available to that party;

WHEREAS, the governing bodies of each party find that the subject of this contract is necessary for the benefit of the public and that each party has the legal authority to perform and to provide the governmental function or service which is the subject matter of this contract; furthermore, the governing bodies find that the performance of this contract is in the common interest of both parties; and that the division of cost fairly compensates the performing party for the services under this contract.

I.

The City of Sherman hereby makes, constitutes and appoints Dallas County its true and lawful purchasing agent for the purchase of various commodities using Annual Contracts (Bids). Dallas County will maintain a listing of Annual Contracts which are available for local entities use. Dallas County will forward a copy of requested Annual Contract to the requesting entity. The City of Sherman agrees that Dallas County shall serve as the purchasing agent for selected items, and agrees that the bidding shall be conducted by Dallas County according to its usual bidding procedures and in accordance with applicable State statutes.

II.

The City of Sherman agrees that all specifications for selected items shall be determined by Dallas County.

III.

The City of Sherman agrees to pay the supplier for all goods, equipment and products pursuant to this Agreement. The successful bidder or bidders shall bill the City of Sherman directly for all items purchased, and the City of Sherman shall be responsible for vendor's compliance with all conditions of delivery and quality of the purchased items.

IV.

Robby Hefton (name), City Manager (title) is hereby designated as the official representative to act for the City of Sherman In all matters relating to this Agreement.

V.

This Agreement shall take effect upon execution by both signatories.

VI.

This Agreement shall be in effect from the date of execution until terminated by either party to the Agreement upon written thirty (30) days notice prior to cancellation

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized officers the day and year first above written.

DALLAS COUNTY

(Entity) City of Sherman

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____



FREEDOM CHEVROLET

8008 MARVIN D LOVE FWY
DALLAS, TEXAS 75237
972-707-9474 fax 214-350-0055

QUOTE

Customer

Name Sherman Police

Address

City

State TX

ZIP

Phone

Date

10/9/2018

Order No.

COS

Rep

BDS

FOB

Inc

Qty

Description

Unit Price

TOTAL

3

2019 Tahoe PPV Black, with 4-doors painted white, cloth front and vinyl rear and driver side spotlight.

\$ 32,250.00

\$96,750.00

3

Priority public safety quote

\$13,128.00

\$39,384.00

PLEASE MAIL PAYMENT TO:

Freedom Chevrolet

8008 Marvin D. Love Fwy

Dallas, Tx. 75237

TERMS: NET 30

Payment Details

- ☐ Cash
☒ Check
☐ Credit Card

Name

CC #

Expires

Subtotal

\$136,134.00

Shipping & Handling

\$100.00

Taxes

State

TOTAL

\$136,234.00

Office Use Only

PLEASE REMIT PAYMENT TO FREEDOM CHEVROLET



City Council Regular Meeting

D.14.

Meeting Date: 11/05/2018

Prepared By: Kevin Winkler, Public Works Manager

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 6431**

Authorizing the Purchase of a New Flip Screen for the Street Maintenance Department from Flip Screen, LLC through the Texas Local Government Purchasing Cooperative (BuyBoard)

Issue:

To consider approval of a resolution to purchase a new Flip Screen from the BuyBoard for use within the Street Maintenance Department

Background:

The Flip Screen will be used for removing the fines and dust out of our chip seal rock, it will also be used to remove trash and weeds out of our top soil, and for general cleaning of our sanding gravel.

The Texas Local Government Purchasing Cooperative was created to increase the purchasing power of government entities and to simplify their purchasing using a customized electronic purchasing system called the BuyBoard.

Origination:

Department of Public Works

Financial Consideration:

The new Flip Screen will be purchased from Flip Screen, LLC for \$66,595.00 through the BuyBoard. Funding for this purchase was appropriated in the fiscal year 2018-2019 Street Maintenance Department budget.

Staff Recommendation:

It is recommended that staff be authorized to purchase the new Flip Screen through the BuyBoard.

Alternatives:

As may be recommended by the City Council

Attachments

Resolution No. 6431

Flip Screen Quotation

BuyBoard Interlocal Agreement

RESOLUTION NO. 6431

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A NEW FLIP SCREEN FOR THE STREET MAINTENANCE DEPARTMENT FROM FLIP SCREEN, LLC 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 Flip Screen, LLC through the Texas Local Government Purchasing Cooperative (BuyBoard), a new Flip Screen at a total price of Sixty-Six Thousand Five Hundred Ninety-Five Dollars and No Cents (\$66,595.00). 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 2018-2019 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 _____, 2018.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

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



QUOTE

DATE: 3 Oct 2018

FLIP SCREEN, LLC

10990 Petal Street, Suite 300, Dallas, TX 75238
e-mail info@flipscreen.net web www.flipscreen.net
Main: 469 892 2050 Fax: 469-892-6584

Invoice to:	City of Sherman Sherman, TX 75091	Deliver To:	City of Sherman Sherman, TX 75091
INVOICE NUMBER: TBA Flip Screen Contact: Randy Pietrafeso 469-892-2050		Order Number/ Contact: Tim Royster 903-892-7254 timr@ci.sherman.tx.us	

Item (Model & Serial #)	Description (Include applicable sizes and part numbers)	Unit Price in USD\$
WL180SV Serial Number: TBA	1 Only x New Flip Screen (Green & Black) with SMART VALVE	USD\$72,500
	1 Screen Mesh -1/4-inch	
	1 x Instructional & Safety Package	
	1 x Full Manufacturer's Warranty for first Purchase (6 months or 500 Hours, whichever occurs first)	
	1 x hitch (to be fitted and welded by customer)	US\$3,000
	Optional -	
	Additional Screen Mesh \$1,790 to 2-inch: x 3 additional 3/8", 1", 2" screen	US\$5,370
	Additional Screen Mesh \$2,400 from 3-inch	
	Exclusions: -	
	Extra Screen Meshes (if requested); Hoses; and Valves	
	- ie - proportional 2-way flow is required.	
	- will need hitch welded	
	Freight Carrollton, TX to Sherman, TX	US\$725
	Special Municipality Unit Discount	-US\$15,000
Prices Valid for 30 Days from Date of Quotation		
BALANCE DUE		USD\$66,595.00

Terms: 50% Deposit Due at Order Placement; & Balance Due 4 days before Dispatch.

I confirm that I have agreed to Flip Screen LLC's Conditions of Sale (back page) and that I am authorized to enter into this agreement for the purchase of the goods listed on this invoice on behalf of the purchasing company.

NAME:

COMPANY:

SIGNATURE:

IMPORTANT SAFETY INFORMATION: DO NOT OPERATE YOUR FLIP SCREEN BEFORE OFFICIAL COMMISSIONING PROCEDURES HAVE BEEN COMPLETED & COMMISSIONING DOCUMENTS RETURNED TO FLIP SCREEN LLC. USING THE FLIP SCREEN BEFORE DOING SO IS A SAFETY BREACH AND IMMEDIATELY VOIDS WARRANTY.

IMPORTANT OPERATIONAL INFORMATION Proportional 2-way flow is required to operate Flip Screens [A & B Ports are closed when in neutral position]. Flip Screens cannot be fitted to carrier machines with 'bang-bang' valves. Using these will void your warranty.

PAYMENT EFT (WIRE TRANSFER) DETAILS

Bank: Branch Banking and Trust Company, 2400 N Dallas Parkway, Ste 160, Plano, TX, 75093

Account Name: Flip Screen LLC ABA/ Routing Number: 111017694 Account Number: 1440011125674 SWIFT Code: BRBTUS33

Please enter your company name and this invoice number in the EFT payment description field.

CREDIT CARD PAYMENTS AUTHORISATION DETAILS

Name on Card: _____ Card # _____ Expiry Date: _____ / _____

Card Holder Signature:

TYPE Master: ☐ Visa: ☐ 3 Digit Security Code:

FLIP SCREEN LLC CONDITIONS OF SALE

Prices:

Unless otherwise stated, prices are ex-warehouse. The right is reserved to apply prices ruling at the time of delivery. Special transport charges or variations in tariffs, rates of exchange, goods and services tax, special taxes, transport charges, insurance premiums, harbour dues or similar costs and increases in wages, cost of material or otherwise which affect the goods offered or sold are to be to the purchaser's account. This stipulation also holds goods for quotations submitted and contracts made after the outbreak of war. All prices are plus sales tax / goods and services tax if applicable.

Packing:

Special packing is charged at cost price and is not returnable. Some packaging material may be charged with a deposit, which is refundable on the return of this material (with the freight prepaid).

Terms of Payment:

All payments will be made prior to shipment by Bank Cheque or Telegraphic Transfer. Unless otherwise stated, terms of payment are net cash before delivery. Payment shall be made against each part or portion of the order as delivered. If a customer fails to comply with such terms of payment, or requirements to secure payment Flip Screen LLC reserve the right to withhold further deliveries or at its option, terminate the agreement, and any unpaid amount shall thereupon become immediately due.

Retention of Title:

"Ownership" and property in the goods delivered remains with Flip Screen LLC until Flip Screen LLC has received payment in full of all monies owing by customer to it in full. If payment is not made by the due date we shall, without prejudice to our other remedies, be entitled to retake position of the goods and hold them until full payment has been received, or to resell the goods and to recover the deficiency on resale plus costs of repossession from your Company. For so long as ownership and property in the goods remains with Flip Screen LLC the customer will hold the goods as bailee for Flip Screen LLC and the proceeds of sale thereof in trust for Flip Screen LLC and if payment for the goods is not made on a due date, Flip Screen LLC has the right to enter premises to take possession of the goods."

Time of Delivery:

Unless otherwise agreed upon, the time of delivery is calculated from the date of receipt of all details necessary for the execution of this order. Although every effort is made by Flip Screen LLC to keep the delivery promised, Flip Screen LLC assumes no liability for loss or damage occasioned by delays in delivery. Offers of delivery, ex stock, are subject to confirmation on receipt of order. Without being liable to pay indemnity, Flip Screen LLC reserve the right to cancel the contract of purchase entirely or in part or to extend delivery time in the case of force majeure, strikes, lock-outs or other interruptions in operation, stoppages, breakdowns in machinery, fires, in our subcontractors works, transport difficulties, war or blockade, involving Australia or any other country from which the material required for the goods on order is expected to be procured and every circumstance of political, economical or other nature beyond our control. Flip Screen LLC shall have the same rights set out in the proceeding paragraph if circumstances arise which create for us or our subcontractors, difficulties in procuring material or labour necessary for manufacture, the overcoming of which difficulties would entail additional costs that we or our subcontractors ought not reasonably to have calculated with them when submitting quotations or making contracts. The above stipulations also hold well for quotations submitted and contracts made after the outbreak of war.

Insurance:

Flip Screen LLC is under no obligation to insure the goods after the property in the goods has passed to the purchaser. That includes goods delivered to wharf, rail or outside carrier. Risk passes to the customer when the goods leave Flip Screen's warehouse. The customer accepts the goods in their current state ex warehouse, whether or not the customer has inspected same. Flip Screen is under no obligation to insure the goods after risk has passed to the customer.

Claims:

Claims for shortages of goods should be made in writing immediately upon receipt of goods and no claim will be recognized unless made within 7 days from receipt of the consignment in respect of which the shortage is alleged. Claims for non-receipt of the goods must be made within 7 days of the date of invoice. Other claims will not be considered unless received within 14 days of receipt of the goods and reference is made to the appropriate dispatch advice or invoice number.

Return of Goods for Credit:

Goods covered by this quotation will not be acceptable for return without prior written approval from Flip Screen LLC and the return freight prepaid by the purchaser. Goods returned will be subject to a credit service fee of 15%.

Guarantee:

A guarantee is furnished for our product in that we undertake to repair or replace free of charge within the warranty period, products or parts thereof which have become unusable owing to defects in material or workmanship. Flip Screen LLC accepts no responsibility for direct or indirect losses, which the purchaser may suffer in consequence of defective material or workmanship and we shall be under no liability for loss or damage arising out of the use of the goods in any way whatsoever in relation thereto.

Warranty:

Flip Screen Pty Ltd does not provide warranty in mining and dry hire applications. Refer to Warranty related document/s for more detail.

Service:

Any service or advice which may be offered by Flip Screen LLC its servants or agents to users of its products is rendered in all good faith and Flip Screen LLC shall not be liable for any loss or damage arising therefrom.

Prototype:

Where goods delivered under this contract are described as "prototype" the customer acknowledges that the goods are in research and design stage and are sold to the customer at an appropriately discounted price. The customer further acknowledges that the prototype may require further alteration by Flip Screen at the customer's expense to allow it to perform according to the customer's requirements. To the extent permitted by legislation, Flip Screen gives no warranty or guarantee about the length of the working life of the goods, the reliability of the performance of the goods, how much or what maintenance the goods will require or the suitability of the goods and any guarantee given under this agreement is of no effect.

Specifications:

Every effort is made to ensure that descriptions, drawings and other information as agreed to in correspondence, catalogues, manuals, etc. are correct and accurate, but no warranty is given in respect thereof, and Flip Screen LLC shall not be liable for any error therein.

Acceptance of Quotation:

Quotations are open for acceptance within 30 days from date thereof, except where otherwise provided on quotation document. Acceptance of quotations must be accompanied by whatever information is necessary to enable Flip Screen LLC to proceed forthwith. The time of delivery is calculated from the date of receipt of all details necessary for the execution of the order and must be confirmed at the time the order is placed. Quotations include only the work material or products as specified in the quotation. All details such as weights, Etc., supplied in quotations are approximate only and are based on information available to Flip Screen LLC at time of quoting. In the event of suspension of work on the Purchaser's instructions or lack of instruction or by failure to provide sufficient information to enable the work to proceed uninterruptedly, the contract price may be increased to cover any extra expenses thereby incurred. The same will apply in the event of cancellation of the contract the client may be charged with all costs incurred.

Commissioning and Safety Training:

I will NOT operate or allow my Flip Screen to be operated before completing all training, signing AND returning commissioning documents to Flip Screen LLC. If I or any operator does NOT comply with this obligation it is my Safety Breach and Warranty is Void.

RECEIVED JUN 15 2002

YOUR COPY

INTERLOCAL PARTICIPATION AGREEMENT RECEIVED JUN 15 2002

for the
Texas Local Government Purchasing Cooperative

This Interlocal Participation Agreement ("Agreement") is made and entered into by and between the Texas Local Government Purchasing Cooperative ("Cooperative"), an administrative agency of cooperating local governments, acting on its own behalf and the behalf of all participating local governments, and the undersigned local government of the State of Texas ("Cooperative Member"). The purpose of this Agreement is to facilitate compliance with state bidding requirements, to identify qualified vendors of commodities, goods and services, to relieve the burdens of the governmental purchasing function, and to realize the various potential economies, including administrative cost savings, for Cooperative Members.

WITNESSETH:

WHEREAS, the Cooperative Members are authorized by Chapter 791, et seq., The Interlocal Cooperation Act of the Government Code ("the Act"), to agree with other local governments to form purchasing cooperatives; and

WHEREAS, the Cooperative is an administrative agency of local governments cooperating in the discharge of their governmental functions; and

WHEREAS, the Cooperative Member does hereby adopt the Organizational Interlocal Agreement, together with such amendments as may be made in the future, reflecting the evolving mission of the Cooperative and further agrees to become an additional party to that certain Organizational Interlocal Agreement promulgated on the 26th day of January, 1998.

NOW, THEREFORE, BE IT RESOLVED that the undersigned Cooperative Member in consideration of the agreement of the Cooperative and the Cooperative Members to provide services as detailed herein does agree to the following terms, conditions, and general provisions.

In return for the payment of the contributions and subject to all terms of this Agreement, the parties agree as follows:

TERMS AND CONDITIONS

1. Adopt Organizational Interlocal Cooperation Agreement. The Cooperative Member by the adoption and execution of this Agreement hereby adopts and approves the Organizational Interlocal Agreement dated January 26, 1998, together with such amendments as may be made in the future and further agrees to become a Cooperative Member.
2. Term. The initial term of this Agreement shall commence at 12:01 a.m. on the date executed and signed and shall automatically renew for successive one-year terms unless sooner terminated in accordance with the provisions of this Agreement. The terms, conditions, and general provisions set forth below shall apply to the initial term and all renewals.
3. Termination.
 - a. By the Cooperative Member. This Agreement may be terminated by the Cooperative Member at any time by thirty (30) days prior written notice to the Cooperative; provided all charges owed to the Cooperative and any vendor have been fully paid.
 - b. By the Cooperative. The Cooperative may terminate this Agreement by:
 1. Giving ten (10) days notice by certified mail to the Cooperative Member if the Cooperative Member fails or refuses to make the payments or contributions as herein provided; or
 2. Giving thirty (30) days notice by certified mail to the Cooperative Member.

- c. **Termination Procedure.** If the Cooperative Member terminates its participation during the term of this Agreement or breaches this Agreement, or if the Cooperative terminates participation of the Cooperative Member under any provision of this Article, the Cooperative Member shall bear the full financial responsibility for any purchases occurring after the termination date, and for any unpaid charges accrued during its term of membership in the Cooperative. The Cooperative may seek the whole amount due, if any, from the terminated Cooperative Member. The Cooperative Member will not be entitled to a refund of membership dues paid.
4. **Payments.**
 - a. The Cooperative Member agrees to pay membership fees based on a plan developed by the Cooperative. Membership fees are payable by Cooperative Member upon receipt of an invoice from the Cooperative, Cooperative Contractor or vendor. A late charge amounting to the maximum interest allowed by law, but not less than the rate of interest under Section 2251.021, et seq., Texas Government Code, shall begin to accrue daily on the 31st day following the due date and continue to accrue until the contribution and late charges are paid in full. The Cooperative reserves the right to collect all funds that are due to the Cooperative in the event of termination by Cooperative Member or breach of this Agreement by Cooperative Member.
 - b. The Cooperative Member will make timely payments to the vendor for the goods, materials and services received in accordance with the terms and conditions of the Invitation to Bid and related procurement documents. Payment for goods, materials and services and inspections and acceptance of goods, materials and services ordered by the procuring party shall be the exclusive obligation of the procuring Cooperative Member.
5. **Cooperative Reporting.** The Cooperative will provide periodic activity reports to the Cooperative Member. These reports may be modified from time to time as deemed appropriate by the Cooperative.
6. **Administration.** Cooperative Member will use the BuyBoard purchasing application in accordance with instruction from the Cooperative; discontinue use upon termination of participation; maintain confidentiality and prevent unauthorized use; maintain equipment, software and testing to operate the system at its own expense; report all purchase orders generated to Cooperative or its designee in accordance with instructions of the Cooperative; and make a final accounting to Cooperative upon termination of membership.
7. **Amendments.** The Board may amend this agreement, provided that notice is sent to each participant at least 60 days prior to the effective date of any change described in such amendment which, in the opinion of the Board, will have a material effect on the Cooperative Members participation in the Cooperative.

GENERAL PROVISIONS

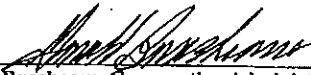
1. **Authorization to Participate.** Each Cooperative Member represents and warrants that its governing body has duly authorized its participation in the Cooperative.
2. **Bylaws.** The Cooperative Member agrees to abide by the Bylaws of the Cooperative, as they may be amended, and any and all reasonable policies and procedures established by the Cooperative.
3. **Compensation.** The parties agree that the payments under this Agreement and all related exhibits and documents are amounts that fairly compensate the Cooperative for the services or functions performed under the Agreement, and that the portion of gross sales paid by participating vendors enables the Cooperative to pay the necessary licensing fees, marketing costs, and related expenses required to operate a statewide system of electronic commerce for the local governments of Texas.
4. **Cooperation and Access.** The Cooperative Member agrees that it will cooperate in compliance with any reasonable requests for information and/or records made by the Cooperative. The Cooperative reserves the right to audit the relevant records of any Cooperative Member. Any breach of this Article shall be considered material and shall make the Agreement subject to termination on ten (10) days written notice to the Cooperative Member.

5. **Coordinator.** The Cooperative Member agrees to appoint a program coordinator who shall have express authority to represent and bind the Cooperative Member, and the Cooperative will not be required to contact any other individual regarding program matters. Any notice to or any agreements with the coordinator shall be binding upon the Cooperative Member. The Cooperative Member reserves the right to change the coordinator as needed by giving written notice to the Cooperative. Such notice is not effective until actually received by the Cooperative.
6. **Current Revenue.** The Cooperative Member hereby warrants that all payments, contributions, fees, and disbursements required of it hereunder shall be made from current revenues budgeted and available to the Cooperative Member.
7. **Defense and Prosecution of Claims.** The Cooperative Member authorizes the Cooperative to regulate the commencement, defense, intervention, or participation in a judicial, administrative, or other governmental proceeding or in an arbitration, mediation, or any other form of alternative dispute resolution, or other appearances of the Cooperative and/or any past or current Cooperative Member in any litigation, claim or dispute, and to engage counsel and appropriate experts, in the Cooperative's sole discretion, with respect to such litigation, claim or disputes. The Cooperative Member does hereby agree that any suit brought against the Cooperative or a Cooperative Member may be defended in the name of the Cooperative or the Member by the counsel selected by the Cooperative, in its sole discretion, or its designee, on behalf of and at the expense of the Cooperative as necessary for the prosecution or defense of any litigation. Full cooperation by the Cooperative Member shall be extended to supply any information needed or helpful in such prosecution or defense. Subject to specific revocation, the Cooperative Member hereby designates the Cooperative to act as a class representative on its behalf in matters arising out of this Agreement.
8. **Governance.** The Board of Trustees (Board) will govern the Cooperative in accordance with the Bylaws. Travis County, Texas will be the location for filing any dispute, claim or lawsuit.
9. **Limitations of Liability.** COOPERATIVE, ITS ENDORSERS (TEXAS ASSOCIATION OF SCHOOL BOARDS, TEXAS ASSOCIATION OF COUNTIES, AND TEXAS MUNICIPAL LEAGUE) AND SERVICING CONTRACTOR (TEXAS ASSOCIATION OF SCHOOL BOARDS) DO NOT WARRANT THAT THE OPERATION OR USE OF COOPERATIVE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. COOPERATIVE, ITS ENDORSERS AND SERVICING CONTRACTORS, HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE PARTIES AGREE THAT IN REGARD TO ANY AND ALL CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER UNDER ANY CIRCUMSTANCES FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
10. **Merger.** This Interlocal Participation Agreement, Terms and Conditions, and General Provisions, together with the Bylaws, Organizational Interlocal Agreement, and Exhibits, represents the complete understanding of the Cooperative, and Cooperative Member electing to participate in the Cooperative.
11. **Notice.** Any written notice to the Cooperative shall be made by first class mail, postage prepaid, and delivered to the Associate Executive Director Financial Planning, Texas Association of School Boards, Inc., P.O. Box 400, Austin, Texas 78767-0400.
12. **Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and venue shall lie in Travis County, Texas.
13. **Warranty.** By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action required to enter into and perform the terms of this Agreement.

IN WITNESS WHEREOF, the parties, acting through their duly authorized representatives, sign this Agreement as of the date indicated.

TO BE COMPLETED BY THE COOPERATIVE:

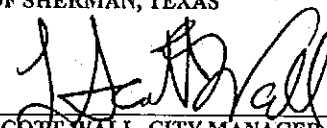
TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE, as acting on behalf of all other Cooperative Members

By: 
Gerald Brashears, Cooperative Administrator

Date: 7-15-02

TO BE COMPLETED BY COOPERATIVE MEMBER:

CITY OF SHERMAN, TEXAS

By: 
L. SCOTT WALL, CITY MANAGER

Date: 5/28/2002

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

D.15.

Meeting Date: 11/05/2018

Prepared By: Kevin Winkler, Public Works Manager

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 6433**

Authorizing the Purchase of a New Heil Front Load Truck for the Solid Waste Department from Heil of Texas through the Texas Local Government Purchasing Cooperative (BuyBoard)

Issue:

To consider approval of a resolution to purchase a new Heil Front Load Truck from the BuyBoard for use within the Solid Waste Department

Background:

The requested purchase is to replace Unit #624, a 2010 Mack Front Loader.

The Texas Local Government Purchasing Cooperative was created to increase the purchasing power of government entities and to simplify their purchasing by using a customized electronic purchasing system called the BuyBoard.

Origination:

Department of Public Works

Financial Consideration:

The new Heil Front Load Truck will be purchased from Heil of Texas for \$136,858.00 through the BuyBoard. Funding for this purchase was appropriated in the fiscal year 2018-2019 Solid Waste Department budget.

Staff Recommendation:

It is recommended that staff be authorized to purchase the new Heil Front Load Truck through the BuyBoard.

Alternatives:

As may be recommended by the City Council

Attachments

Resolution No. 6433

Heil of Texas Quotation

BuyBoard Interlocal Agreement

RESOLUTION NO. 6433

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A NEW HEIL FRONT LOAD TRUCK FOR THE SOLID WASTE DEPARTMENT FROM HEIL OF TEXAS 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 Heil of Texas through the Texas Local Government Purchasing Cooperative (BuyBoard), a new Heil Front Load Truck at a total price of One Hundred Thirty-Six Thousand Eight Hundred Fifty-Eight Dollars and No Cents (\$136,858.00). 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 2018-2019 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 _____, 2018.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

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

Heil of Texas

1440 South Loop 12 Irving, Texas 75060
Phone: (972) 438-6488 Fax: (972) 438-5564
Email: tomhafer@heiloftexas.com

To: **Michael Springer**
City of Sherman
811 S. East St..
Sherman, Texas 75091



Quotation

Quote #: Q-03035
Date: 09/17/2018
Expires On: 10/31/2018



SALESPERSON	EXT	EMAIL	DELIVERY METHOD	PAYMENT METHOD
TOM HAFER	x	tomhafer@heiloftexas.com	HOT	Net 30



BuyBoard Contract #516-16 Item 24

QTY	PART #	PRODUCT NAME	DESCRIPTION
1	FL001	Front Loader	Heil HHP-40 yd Front Load – Full Eject
1	FL007	Mount	Full Factory Mount @ Heil
1	FL010	Service Hoist	Full Eject w/ Service Hoist Kit
1	FL021	PTO / Pump	Front Mount Vane Pump
1	FL031	Work Lights	Dual LED Container Work Lights—in cab switch
1	FL041	Ladder	Roof Access Ladder
1	FL050	Floor Liner	Hopper Floor Liner (3/16-AR400)
1	FL042	LED	LED Type Body Lights- Petersen Multi-Function Smart Light
1	FL043	LED	Body Side Backing Assist Lights
1	FL035	Tool Box	Tool Box (Aluminum) Bumper Mounted
1	FL036	Fender	Fender Extension Kit
1	FL037	Warranty	One (1) Year Hydraulic / Body Warranty
1	FL038	Fire Extinguishers	Dual Fire Extinguishers (20 lb.)
1	FL039	Cab Protector	Cab Protector Extension Raise Switch
1	FL040	Camera System	AWT-3 rd Eye (3) Camera Syst.w/ DVR (hopper-out front - tailgate)
1	FL044	Mud-flaps	Mud-flaps behind rear wheels
1	FL050	FEE	BuyBoard Fee if not included w/ Chassis dealer
1	FL051	UP-CHARGE	Upcharge: Price Increase for 516-16 Contract/ Steel Surcharge
1	FL052	FREIGHT	Freight from FT. PAYNE AL.. To Irving, Texas
1			
			TOTAL PRICE: \$136,858.00

RECEIVED JUN 15 2002

YOUR COPY

INTERLOCAL PARTICIPATION AGREEMENT RECEIVED JUN 15 2002

for the
Texas Local Government Purchasing Cooperative

This Interlocal Participation Agreement ("Agreement") is made and entered into by and between the Texas Local Government Purchasing Cooperative ("Cooperative"), an administrative agency of cooperating local governments, acting on its own behalf and the behalf of all participating local governments, and the undersigned local government of the State of Texas ("Cooperative Member"). The purpose of this Agreement is to facilitate compliance with state bidding requirements, to identify qualified vendors of commodities, goods and services, to relieve the burdens of the governmental purchasing function, and to realize the various potential economies, including administrative cost savings, for Cooperative Members.

WITNESSETH:

WHEREAS, the Cooperative Members are authorized by Chapter 791, et seq., The Interlocal Cooperation Act of the Government Code ("the Act"), to agree with other local governments to form purchasing cooperatives; and

WHEREAS, the Cooperative is an administrative agency of local governments cooperating in the discharge of their governmental functions; and

WHEREAS, the Cooperative Member does hereby adopt the Organizational Interlocal Agreement, together with such amendments as may be made in the future, reflecting the evolving mission of the Cooperative and further agrees to become an additional party to that certain Organizational Interlocal Agreement promulgated on the 26th day of January, 1998.

NOW, THEREFORE, BE IT RESOLVED that the undersigned Cooperative Member in consideration of the agreement of the Cooperative and the Cooperative Members to provide services as detailed herein does agree to the following terms, conditions, and general provisions.

In return for the payment of the contributions and subject to all terms of this Agreement, the parties agree as follows:

TERMS AND CONDITIONS

1. Adopt Organizational Interlocal Cooperation Agreement. The Cooperative Member by the adoption and execution of this Agreement hereby adopts and approves the Organizational Interlocal Agreement dated January 26, 1998, together with such amendments as may be made in the future and further agrees to become a Cooperative Member.
2. Term. The initial term of this Agreement shall commence at 12:01 a.m. on the date executed and signed and shall automatically renew for successive one-year terms unless sooner terminated in accordance with the provisions of this Agreement. The terms, conditions, and general provisions set forth below shall apply to the initial term and all renewals.
3. Termination.
 - a. By the Cooperative Member. This Agreement may be terminated by the Cooperative Member at any time by thirty (30) days prior written notice to the Cooperative; provided all charges owed to the Cooperative and any vendor have been fully paid.
 - b. By the Cooperative. The Cooperative may terminate this Agreement by:
 1. Giving ten (10) days notice by certified mail to the Cooperative Member if the Cooperative Member fails or refuses to make the payments or contributions as herein provided; or
 2. Giving thirty (30) days notice by certified mail to the Cooperative Member.

- c. **Termination Procedure.** If the Cooperative Member terminates its participation during the term of this Agreement or breaches this Agreement, or if the Cooperative terminates participation of the Cooperative Member under any provision of this Article, the Cooperative Member shall bear the full financial responsibility for any purchases occurring after the termination date, and for any unpaid charges accrued during its term of membership in the Cooperative. The Cooperative may seek the whole amount due, if any, from the terminated Cooperative Member. The Cooperative Member will not be entitled to a refund of membership dues paid.
4. **Payments.**
 - a. The Cooperative Member agrees to pay membership fees based on a plan developed by the Cooperative. Membership fees are payable by Cooperative Member upon receipt of an invoice from the Cooperative, Cooperative Contractor or vendor. A late charge amounting to the maximum interest allowed by law, but not less than the rate of interest under Section 2251.021, et seq., Texas Government Code, shall begin to accrue daily on the 31st day following the due date and continue to accrue until the contribution and late charges are paid in full. The Cooperative reserves the right to collect all funds that are due to the Cooperative in the event of termination by Cooperative Member or breach of this Agreement by Cooperative Member.
 - b. The Cooperative Member will make timely payments to the vendor for the goods, materials and services received in accordance with the terms and conditions of the Invitation to Bid and related procurement documents. Payment for goods, materials and services and inspections and acceptance of goods, materials and services ordered by the procuring party shall be the exclusive obligation of the procuring Cooperative Member.
5. **Cooperative Reporting.** The Cooperative will provide periodic activity reports to the Cooperative Member. These reports may be modified from time to time as deemed appropriate by the Cooperative.
6. **Administration.** Cooperative Member will use the BuyBoard purchasing application in accordance with instruction from the Cooperative; discontinue use upon termination of participation; maintain confidentiality and prevent unauthorized use; maintain equipment, software and testing to operate the system at its own expense; report all purchase orders generated to Cooperative or its designee in accordance with instructions of the Cooperative; and make a final accounting to Cooperative upon termination of membership.
7. **Amendments.** The Board may amend this agreement, provided that notice is sent to each participant at least 60 days prior to the effective date of any change described in such amendment which, in the opinion of the Board, will have a material effect on the Cooperative Members participation in the Cooperative.

GENERAL PROVISIONS

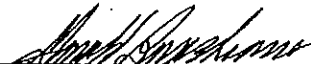
1. **Authorization to Participate.** Each Cooperative Member represents and warrants that its governing body has duly authorized its participation in the Cooperative.
2. **Bylaws.** The Cooperative Member agrees to abide by the Bylaws of the Cooperative, as they may be amended, and any and all reasonable policies and procedures established by the Cooperative.
3. **Compensation.** The parties agree that the payments under this Agreement and all related exhibits and documents are amounts that fairly compensate the Cooperative for the services or functions performed under the Agreement, and that the portion of gross sales paid by participating vendors enables the Cooperative to pay the necessary licensing fees, marketing costs, and related expenses required to operate a statewide system of electronic commerce for the local governments of Texas.
4. **Cooperation and Access.** The Cooperative Member agrees that it will cooperate in compliance with any reasonable requests for information and/or records made by the Cooperative. The Cooperative reserves the right to audit the relevant records of any Cooperative Member. Any breach of this Article shall be considered material and shall make the Agreement subject to termination on ten (10) days written notice to the Cooperative Member.

5. **Coordinator.** The Cooperative Member agrees to appoint a program coordinator who shall have express authority to represent and bind the Cooperative Member, and the Cooperative will not be required to contact any other individual regarding program matters. Any notice to or any agreements with the coordinator shall be binding upon the Cooperative Member. The Cooperative Member reserves the right to change the coordinator as needed by giving written notice to the Cooperative. Such notice is not effective until actually received by the Cooperative.
6. **Current Revenue.** The Cooperative Member hereby warrants that all payments, contributions, fees, and disbursements required of it hereunder shall be made from current revenues budgeted and available to the Cooperative Member.
7. **Defense and Prosecution of Claims.** The Cooperative Member authorizes the Cooperative to regulate the commencement, defense, intervention, or participation in a judicial, administrative, or other governmental proceeding or in an arbitration, mediation, or any other form of alternative dispute resolution, or other appearances of the Cooperative and/or any past or current Cooperative Member in any litigation, claim or dispute, and to engage counsel and appropriate experts, in the Cooperative's sole discretion, with respect to such litigation, claim or disputes. The Cooperative Member does hereby agree that any suit brought against the Cooperative or a Cooperative Member may be defended in the name of the Cooperative or the Member by the counsel selected by the Cooperative, in its sole discretion, or its designee, on behalf of and at the expense of the Cooperative as necessary for the prosecution or defense of any litigation. Full cooperation by the Cooperative Member shall be extended to supply any information needed or helpful in such prosecution or defense. Subject to specific revocation, the Cooperative Member hereby designates the Cooperative to act as a class representative on its behalf in matters arising out of this Agreement.
8. **Governance.** The Board of Trustees (Board) will govern the Cooperative in accordance with the Bylaws. Travis County, Texas will be the location for filing any dispute, claim or lawsuit.
9. **Limitations of Liability.** COOPERATIVE, ITS ENDORSERS (TEXAS ASSOCIATION OF SCHOOL BOARDS, TEXAS ASSOCIATION OF COUNTIES, AND TEXAS MUNICIPAL LEAGUE) AND SERVICING CONTRACTOR (TEXAS ASSOCIATION OF SCHOOL BOARDS) DO NOT WARRANT THAT THE OPERATION OR USE OF COOPERATIVE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. COOPERATIVE, ITS ENDORSERS AND SERVICING CONTRACTORS, HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE PARTIES AGREE THAT IN REGARD TO ANY AND ALL CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER UNDER ANY CIRCUMSTANCES FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
10. **Merger.** This Interlocal Participation Agreement, Terms and Conditions, and General Provisions, together with the Bylaws, Organizational Interlocal Agreement, and Exhibits, represents the complete understanding of the Cooperative, and Cooperative Member electing to participate in the Cooperative.
11. **Notice.** Any written notice to the Cooperative shall be made by first class mail, postage prepaid, and delivered to the Associate Executive Director Financial Planning, Texas Association of School Boards, Inc., P.O. Box 400, Austin, Texas 78767-0400.
12. **Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and venue shall lie in Travis County, Texas.
13. **Warranty.** By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action required to enter into and perform the terms of this Agreement.

IN WITNESS WHEREOF, the parties, acting through their duly authorized representatives, sign this Agreement as of the date indicated.

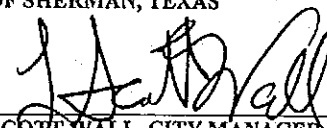
TO BE COMPLETED BY THE COOPERATIVE:

TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE, as acting on behalf of all other Cooperative Members

By:  Date: 7-15-02
Gerald Brashears, Cooperative Administrator

TO BE COMPLETED BY COOPERATIVE MEMBER:

CITY OF SHERMAN, TEXAS

By:  Date: 5/28/2002
L. SCOTT WALL, CITY MANAGER

Coordinator for the Cooperative Member is:

Name: MARYANN WINKLER
Address: 405 N. RUSK STREET
SHERMAN, TEXAS 75090
Phone: (903) 892-7285
Fax: (903) 891-0255
Email: PURCH@TEXOMA.NET



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

D.16.

Meeting Date: 11/05/2018

Prepared By: Kevin Winkler, Public Works Manager

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 6434**

Authorizing the Purchase of a New 2019 Autocar ACX64 Body for the Solid Waste Department from Chastang Enterprises, Inc. through the Texas Local Government Purchasing Cooperative (BuyBoard)

Issue:

To consider approval of a resolution to purchase a new 2019 Autocar ACX64 Body from Chastang Enterprises, Inc. from the BuyBoard for use within the Solid Waste Department.

Background:

The requested purchase is to be used with the Heil Front Load Truck that is replacing Unit #624, a 2010 Mack Front Load.

The Texas Local Government Purchasing Cooperative was created to increase the purchasing power of government entities and to simplify their purchasing by using a customized electronic purchasing system called the BuyBoard.

Origination:

Department of Public Works

Financial Consideration:

The new 2019 Autocar ACX64 Body will be purchased from Chastang Enterprises, Inc. for \$173,529.00 through the BuyBoard. Funding for this purchase was appropriated in the fiscal year 2018-2019 Solid Waste Department Budget.

Staff Recommendation:

It is recommended that staff be authorized to purchase the new 2019 Autocar ACX64 Body through the BuyBoard.

Alternatives:

As may be recommended by the City Council

Attachments

Resolution No. 6434

Chastang Enterprises Quotation

BuyBoard Interlocal Agreement

RESOLUTION NO. 6434

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A NEW 2019 AUTOCAR ACX64 BODY FOR THE SOLID WASTE DEPARTMENT FROM CHASTANG ENTERPRISES, INC. 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 Chastang Enterprises, Inc. through the Texas Local Government Purchasing Cooperative (BuyBoard), a new 2019 Autocar ACX64 Body at a total price of One Hundred Seventy-Three Thousand Five Hundred Twenty-Nine Dollars and No Cents (\$173,529.00). 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 2018-2019 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 _____, 2018.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

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



Chastang Enterprises, Inc.
6200 N. Loop East
Houston, TX 77026
713.678.5000



TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE



CUSTOMER:	City of Sherman
CONTACT	Michael Springer
PHONE:	803-892-7261
EMAIL:	michaels@ci.sherman.tx.us

QUOTE DATE:	9/17/2018
QUOTED BY:	Carl Norberg
PHONE:	713-678-5060 512-557-7453
EMAIL:	cnorberg@chastangford.com

ITEM DESCRIPTION:	2019 Autocar ACX64 configured for use with Heil Front End Load Refuse Body						
CONTRACT:	BuyBoard	PROPOSAL NO.	521-16	ITEM NO.	3	ITEM PRICE:	69720

CHASSIS EQUIPMENT

STANDARD EQUIPMENT
Single LH Drive Cab
Tilt/Telescope Steering Column

STANDARD EQUIPMENT
Integrated Air Conditioning
Technical Training Manuals
Autocar 24/7 Tech Support

OPTIONAL EQUIPMENT
Cummins ISL 370HP
Allison 4500 Series 6 Speed Transmission
46,000 Rear Axle
46,000 Rear Suspension
Double Frame
Front PTO Adaptor
Cummins VGT Exhaust Brake
16" Two Stage Air Cleaner
Pneumatic Cab Lift Assist
Sears Air Ride Driver's Seat
22.5 Aluminum Wheel Pkg
Aux. Load Cushions
207" Wheelbase, 86" Afterframe
Heated, Power Mirrors

OPTIONAL EQUIPMENT	
Auto Neutral Trans and programming	
22,000 Front Suspension	
AM/FM CD Stereo	
5 Year Cummins ISL Warranty	
5 Year Transmission Warranty	
Auxiliary Load Cushions	
16.5x7 Front Brakes	
16.5x8.62 Rear Brakes	
FEL Cab Guard and Lighting	
Dual Fire Extinguishers	
Dual Power Windows	
Matching Front Wheel and Tire	
Matching Rear Wheel and Tire	
CHASSIS OPTIONS	103409
CHASSIS TOTAL	173129

BODY EQUIPMENT

BODY VENDOR:		PROPOSAL NO.		ITEM NO.		ITEM PRICE:	0
BODY MFG:		MODEL:		TYPE:		CAPACITY:	

OPTIONAL EQUIPMENT	COST

OPTIONAL EQUIPMENT	COST
BODY OPTIONS	0
BODY TOTAL	0

Submit Approved Quote to BuyBoard:
Fax: 800-211-5454 Email: info@buyboard.com

ESTIMATED DELIVERY	Approx. 160 Days to Body Co.
--------------------	------------------------------

UNIT PRICE	173129
QUANTITY	1
CONTRACT FEE (per PO)	400
TOTAL PURCHASE	173529

RECEIVED JUN 15 2002

YOUR COPY

INTERLOCAL PARTICIPATION AGREEMENT RECEIVED JUN 15 2002

for the
Texas Local Government Purchasing Cooperative

This Interlocal Participation Agreement ("Agreement") is made and entered into by and between the Texas Local Government Purchasing Cooperative ("Cooperative"), an administrative agency of cooperating local governments, acting on its own behalf and the behalf of all participating local governments, and the undersigned local government of the State of Texas ("Cooperative Member"). The purpose of this Agreement is to facilitate compliance with state bidding requirements, to identify qualified vendors of commodities, goods and services, to relieve the burdens of the governmental purchasing function, and to realize the various potential economies, including administrative cost savings, for Cooperative Members.

WITNESSETH:

WHEREAS, the Cooperative Members are authorized by Chapter 791, et seq., The Interlocal Cooperation Act of the Government Code ("the Act"), to agree with other local governments to form purchasing cooperatives; and

WHEREAS, the Cooperative is an administrative agency of local governments cooperating in the discharge of their governmental functions; and

WHEREAS, the Cooperative Member does hereby adopt the Organizational Interlocal Agreement, together with such amendments as may be made in the future, reflecting the evolving mission of the Cooperative and further agrees to become an additional party to that certain Organizational Interlocal Agreement promulgated on the 26th day of January, 1998.

NOW, THEREFORE, BE IT RESOLVED that the undersigned Cooperative Member in consideration of the agreement of the Cooperative and the Cooperative Members to provide services as detailed herein does agree to the following terms, conditions, and general provisions.

In return for the payment of the contributions and subject to all terms of this Agreement, the parties agree as follows:

TERMS AND CONDITIONS

1. Adopt Organizational Interlocal Cooperation Agreement. The Cooperative Member by the adoption and execution of this Agreement hereby adopts and approves the Organizational Interlocal Agreement dated January 26, 1998, together with such amendments as may be made in the future and further agrees to become a Cooperative Member.
2. Term. The initial term of this Agreement shall commence at 12:01 a.m. on the date executed and signed and shall automatically renew for successive one-year terms unless sooner terminated in accordance with the provisions of this Agreement. The terms, conditions, and general provisions set forth below shall apply to the initial term and all renewals.
3. Termination.
 - a. By the Cooperative Member. This Agreement may be terminated by the Cooperative Member at any time by thirty (30) days prior written notice to the Cooperative; provided all charges owed to the Cooperative and any vendor have been fully paid.
 - b. By the Cooperative. The Cooperative may terminate this Agreement by:
 1. Giving ten (10) days notice by certified mail to the Cooperative Member if the Cooperative Member fails or refuses to make the payments or contributions as herein provided; or
 2. Giving thirty (30) days notice by certified mail to the Cooperative Member.

- c. **Termination Procedure.** If the Cooperative Member terminates its participation during the term of this Agreement or breaches this Agreement, or if the Cooperative terminates participation of the Cooperative Member under any provision of this Article, the Cooperative Member shall bear the full financial responsibility for any purchases occurring after the termination date, and for any unpaid charges accrued during its term of membership in the Cooperative. The Cooperative may seek the whole amount due, if any, from the terminated Cooperative Member. The Cooperative Member will not be entitled to a refund of membership dues paid.
4. **Payments.**
 - a. The Cooperative Member agrees to pay membership fees based on a plan developed by the Cooperative. Membership fees are payable by Cooperative Member upon receipt of an invoice from the Cooperative, Cooperative Contractor or vendor. A late charge amounting to the maximum interest allowed by law, but not less than the rate of interest under Section 2251.021, et seq., Texas Government Code, shall begin to accrue daily on the 31st day following the due date and continue to accrue until the contribution and late charges are paid in full. The Cooperative reserves the right to collect all funds that are due to the Cooperative in the event of termination by Cooperative Member or breach of this Agreement by Cooperative Member.
 - b. The Cooperative Member will make timely payments to the vendor for the goods, materials and services received in accordance with the terms and conditions of the Invitation to Bid and related procurement documents. Payment for goods, materials and services and inspections and acceptance of goods, materials and services ordered by the procuring party shall be the exclusive obligation of the procuring Cooperative Member.
5. **Cooperative Reporting.** The Cooperative will provide periodic activity reports to the Cooperative Member. These reports may be modified from time to time as deemed appropriate by the Cooperative.
6. **Administration.** Cooperative Member will use the BuyBoard purchasing application in accordance with instruction from the Cooperative; discontinue use upon termination of participation; maintain confidentiality and prevent unauthorized use; maintain equipment, software and testing to operate the system at its own expense; report all purchase orders generated to Cooperative or its designee in accordance with instructions of the Cooperative; and make a final accounting to Cooperative upon termination of membership.
7. **Amendments.** The Board may amend this agreement, provided that notice is sent to each participant at least 60 days prior to the effective date of any change described in such amendment which, in the opinion of the Board, will have a material effect on the Cooperative Members participation in the Cooperative.

GENERAL PROVISIONS

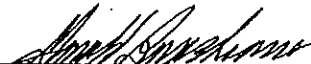
1. **Authorization to Participate.** Each Cooperative Member represents and warrants that its governing body has duly authorized its participation in the Cooperative.
2. **Bylaws.** The Cooperative Member agrees to abide by the Bylaws of the Cooperative, as they may be amended, and any and all reasonable policies and procedures established by the Cooperative.
3. **Compensation.** The parties agree that the payments under this Agreement and all related exhibits and documents are amounts that fairly compensate the Cooperative for the services or functions performed under the Agreement, and that the portion of gross sales paid by participating vendors enables the Cooperative to pay the necessary licensing fees, marketing costs, and related expenses required to operate a statewide system of electronic commerce for the local governments of Texas.
4. **Cooperation and Access.** The Cooperative Member agrees that it will cooperate in compliance with any reasonable requests for information and/or records made by the Cooperative. The Cooperative reserves the right to audit the relevant records of any Cooperative Member. Any breach of this Article shall be considered material and shall make the Agreement subject to termination on ten (10) days written notice to the Cooperative Member.

5. **Coordinator.** The Cooperative Member agrees to appoint a program coordinator who shall have express authority to represent and bind the Cooperative Member, and the Cooperative will not be required to contact any other individual regarding program matters. Any notice to or any agreements with the coordinator shall be binding upon the Cooperative Member. The Cooperative Member reserves the right to change the coordinator as needed by giving written notice to the Cooperative. Such notice is not effective until actually received by the Cooperative.
6. **Current Revenue.** The Cooperative Member hereby warrants that all payments, contributions, fees, and disbursements required of it hereunder shall be made from current revenues budgeted and available to the Cooperative Member.
7. **Defense and Prosecution of Claims.** The Cooperative Member authorizes the Cooperative to regulate the commencement, defense, intervention, or participation in a judicial, administrative, or other governmental proceeding or in an arbitration, mediation, or any other form of alternative dispute resolution, or other appearances of the Cooperative and/or any past or current Cooperative Member in any litigation, claim or dispute, and to engage counsel and appropriate experts, in the Cooperative's sole discretion, with respect to such litigation, claim or disputes. The Cooperative Member does hereby agree that any suit brought against the Cooperative or a Cooperative Member may be defended in the name of the Cooperative or the Member by the counsel selected by the Cooperative, in its sole discretion, or its designee, on behalf of and at the expense of the Cooperative as necessary for the prosecution or defense of any litigation. Full cooperation by the Cooperative Member shall be extended to supply any information needed or helpful in such prosecution or defense. Subject to specific revocation, the Cooperative Member hereby designates the Cooperative to act as a class representative on its behalf in matters arising out of this Agreement.
8. **Governance.** The Board of Trustees (Board) will govern the Cooperative in accordance with the Bylaws. Travis County, Texas will be the location for filing any dispute, claim or lawsuit.
9. **Limitations of Liability.** COOPERATIVE, ITS ENDORSERS (TEXAS ASSOCIATION OF SCHOOL BOARDS, TEXAS ASSOCIATION OF COUNTIES, AND TEXAS MUNICIPAL LEAGUE) AND SERVICING CONTRACTOR (TEXAS ASSOCIATION OF SCHOOL BOARDS) DO NOT WARRANT THAT THE OPERATION OR USE OF COOPERATIVE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. COOPERATIVE, ITS ENDORSERS AND SERVICING CONTRACTORS, HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE PARTIES AGREE THAT IN REGARD TO ANY AND ALL CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER UNDER ANY CIRCUMSTANCES FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
10. **Merger.** This Interlocal Participation Agreement, Terms and Conditions, and General Provisions, together with the Bylaws, Organizational Interlocal Agreement, and Exhibits, represents the complete understanding of the Cooperative, and Cooperative Member electing to participate in the Cooperative.
11. **Notice.** Any written notice to the Cooperative shall be made by first class mail, postage prepaid, and delivered to the Associate Executive Director Financial Planning, Texas Association of School Boards, Inc., P.O. Box 400, Austin, Texas 78767-0400.
12. **Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and venue shall lie in Travis County, Texas.
13. **Warranty.** By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action required to enter into and perform the terms of this Agreement.

IN WITNESS WHEREOF, the parties, acting through their duly authorized representatives, sign this Agreement as of the date indicated.

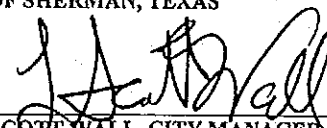
TO BE COMPLETED BY THE COOPERATIVE:

TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE, as acting on behalf of all other Cooperative Members

By:  Date: 7-15-02
Gerald Brashears, Cooperative Administrator

TO BE COMPLETED BY COOPERATIVE MEMBER:

CITY OF SHERMAN, TEXAS

By:  Date: 5/28/2002
L. SCOTT WALL, CITY MANAGER

Coordinator for the Cooperative Member is:

Name: MARYANN WINKLER
Address: 405 N. RUSK STREET
SHERMAN, TEXAS 75090
Phone: (903) 892-7285
Fax: (903) 891-0255
Email: PURCH@TEXOMA.NET



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

D.17.

Meeting Date: 11/05/2018

Prepared By: Kevin Winkler, Public Works Manager

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 6435**

Authorizing the Purchase of a New 2019 Heil Brush Truck for the Solid Waste Department from MHC of Texas through the Texas Local Government Purchasing Cooperative (BuyBoard)

Issue:

To consider approval of a resolution to purchase a new 2019 Heil Brush Truck from the BuyBoard for use within the Solid Waste Department

Background:

The requested purchase is to replace Unit #643, a 2008 International Knuckle Truck.

The Texas Local Government Purchasing Cooperative was created to increase the purchasing power of government entities and to simplify their purchasing by using a customized electronic purchasing system called the BuyBoard.

Origination:

Department of Public Works

Financial Consideration:

The new 2019 Heil Brush Truck will be purchased from MHC of Texas for \$184,430.12 through the BuyBoard. Funding for this purchase was appropriated in the fiscal year 2018-2019 Solid Waste Department budget.

Staff Recommendation:

It is recommended that staff be authorized to purchase the new 2019 Heil Brush Truck through the BuyBoard

Alternatives:

As may be recommended by the City Council

Attachments

Resolution No. 6435

MHC of Texas Quotation

BuyBoard Interlocal Agreement

RESOLUTION NO. 6435

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A NEW 2019 HEIL BRUSH TRUCK FOR THE SOLID WASTE DEPARTMENT FROM MHC OF TEXAS 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 MHC of Texas through the Texas Local Government Purchasing Cooperative (BuyBoard), a new 2019 Heil Brush Truck at a total price of One Hundred Eighty-Four Thousand Four Hundred Thirty Dollars and Twelve Cents (\$184,430.12). 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 2018-2019 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 _____, 2018.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

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

RECEIVED JUN 15 2002

YOUR COPY

INTERLOCAL PARTICIPATION AGREEMENT RECEIVED JUN 15 2002

for the
Texas Local Government Purchasing Cooperative

This Interlocal Participation Agreement ("Agreement") is made and entered into by and between the Texas Local Government Purchasing Cooperative ("Cooperative"), an administrative agency of cooperating local governments, acting on its own behalf and the behalf of all participating local governments, and the undersigned local government of the State of Texas ("Cooperative Member"). The purpose of this Agreement is to facilitate compliance with state bidding requirements, to identify qualified vendors of commodities, goods and services, to relieve the burdens of the governmental purchasing function, and to realize the various potential economies, including administrative cost savings, for Cooperative Members.

WITNESSETH:

WHEREAS, the Cooperative Members are authorized by Chapter 791, et seq., The Interlocal Cooperation Act of the Government Code ("the Act"), to agree with other local governments to form purchasing cooperatives; and

WHEREAS, the Cooperative is an administrative agency of local governments cooperating in the discharge of their governmental functions; and

WHEREAS, the Cooperative Member does hereby adopt the Organizational Interlocal Agreement, together with such amendments as may be made in the future, reflecting the evolving mission of the Cooperative and further agrees to become an additional party to that certain Organizational Interlocal Agreement promulgated on the 26th day of January, 1998.

NOW, THEREFORE, BE IT RESOLVED that the undersigned Cooperative Member in consideration of the agreement of the Cooperative and the Cooperative Members to provide services as detailed herein does agree to the following terms, conditions, and general provisions.

In return for the payment of the contributions and subject to all terms of this Agreement, the parties agree as follows:

TERMS AND CONDITIONS

1. Adopt Organizational Interlocal Cooperation Agreement. The Cooperative Member by the adoption and execution of this Agreement hereby adopts and approves the Organizational Interlocal Agreement dated January 26, 1998, together with such amendments as may be made in the future and further agrees to become a Cooperative Member.
2. Term. The initial term of this Agreement shall commence at 12:01 a.m. on the date executed and signed and shall automatically renew for successive one-year terms unless sooner terminated in accordance with the provisions of this Agreement. The terms, conditions, and general provisions set forth below shall apply to the initial term and all renewals.
3. Termination.
 - a. By the Cooperative Member. This Agreement may be terminated by the Cooperative Member at any time by thirty (30) days prior written notice to the Cooperative; provided all charges owed to the Cooperative and any vendor have been fully paid.
 - b. By the Cooperative. The Cooperative may terminate this Agreement by:
 1. Giving ten (10) days notice by certified mail to the Cooperative Member if the Cooperative Member fails or refuses to make the payments or contributions as herein provided; or
 2. Giving thirty (30) days notice by certified mail to the Cooperative Member.

- c. **Termination Procedure.** If the Cooperative Member terminates its participation during the term of this Agreement or breaches this Agreement, or if the Cooperative terminates participation of the Cooperative Member under any provision of this Article, the Cooperative Member shall bear the full financial responsibility for any purchases occurring after the termination date, and for any unpaid charges accrued during its term of membership in the Cooperative. The Cooperative may seek the whole amount due, if any, from the terminated Cooperative Member. The Cooperative Member will not be entitled to a refund of membership dues paid.
4. **Payments.**
 - a. The Cooperative Member agrees to pay membership fees based on a plan developed by the Cooperative. Membership fees are payable by Cooperative Member upon receipt of an invoice from the Cooperative, Cooperative Contractor or vendor. A late charge amounting to the maximum interest allowed by law, but not less than the rate of interest under Section 2251.021, et seq., Texas Government Code, shall begin to accrue daily on the 31st day following the due date and continue to accrue until the contribution and late charges are paid in full. The Cooperative reserves the right to collect all funds that are due to the Cooperative in the event of termination by Cooperative Member or breach of this Agreement by Cooperative Member.
 - b. The Cooperative Member will make timely payments to the vendor for the goods, materials and services received in accordance with the terms and conditions of the Invitation to Bid and related procurement documents. Payment for goods, materials and services and inspections and acceptance of goods, materials and services ordered by the procuring party shall be the exclusive obligation of the procuring Cooperative Member.
5. **Cooperative Reporting.** The Cooperative will provide periodic activity reports to the Cooperative Member. These reports may be modified from time to time as deemed appropriate by the Cooperative.
6. **Administration.** Cooperative Member will use the BuyBoard purchasing application in accordance with instruction from the Cooperative; discontinue use upon termination of participation; maintain confidentiality and prevent unauthorized use; maintain equipment, software and testing to operate the system at its own expense; report all purchase orders generated to Cooperative or its designee in accordance with instructions of the Cooperative; and make a final accounting to Cooperative upon termination of membership.
7. **Amendments.** The Board may amend this agreement, provided that notice is sent to each participant at least 60 days prior to the effective date of any change described in such amendment which, in the opinion of the Board, will have a material effect on the Cooperative Members participation in the Cooperative.

GENERAL PROVISIONS

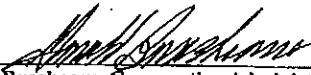
1. **Authorization to Participate.** Each Cooperative Member represents and warrants that its governing body has duly authorized its participation in the Cooperative.
2. **Bylaws.** The Cooperative Member agrees to abide by the Bylaws of the Cooperative, as they may be amended, and any and all reasonable policies and procedures established by the Cooperative.
3. **Compensation.** The parties agree that the payments under this Agreement and all related exhibits and documents are amounts that fairly compensate the Cooperative for the services or functions performed under the Agreement, and that the portion of gross sales paid by participating vendors enables the Cooperative to pay the necessary licensing fees, marketing costs, and related expenses required to operate a statewide system of electronic commerce for the local governments of Texas.
4. **Cooperation and Access.** The Cooperative Member agrees that it will cooperate in compliance with any reasonable requests for information and/or records made by the Cooperative. The Cooperative reserves the right to audit the relevant records of any Cooperative Member. Any breach of this Article shall be considered material and shall make the Agreement subject to termination on ten (10) days written notice to the Cooperative Member.

5. **Coordinator.** The Cooperative Member agrees to appoint a program coordinator who shall have express authority to represent and bind the Cooperative Member, and the Cooperative will not be required to contact any other individual regarding program matters. Any notice to or any agreements with the coordinator shall be binding upon the Cooperative Member. The Cooperative Member reserves the right to change the coordinator as needed by giving written notice to the Cooperative. Such notice is not effective until actually received by the Cooperative.
6. **Current Revenue.** The Cooperative Member hereby warrants that all payments, contributions, fees, and disbursements required of it hereunder shall be made from current revenues budgeted and available to the Cooperative Member.
7. **Defense and Prosecution of Claims.** The Cooperative Member authorizes the Cooperative to regulate the commencement, defense, intervention, or participation in a judicial, administrative, or other governmental proceeding or in an arbitration, mediation, or any other form of alternative dispute resolution, or other appearances of the Cooperative and/or any past or current Cooperative Member in any litigation, claim or dispute, and to engage counsel and appropriate experts, in the Cooperative's sole discretion, with respect to such litigation, claim or disputes. The Cooperative Member does hereby agree that any suit brought against the Cooperative or a Cooperative Member may be defended in the name of the Cooperative or the Member by the counsel selected by the Cooperative, in its sole discretion, or its designee, on behalf of and at the expense of the Cooperative as necessary for the prosecution or defense of any litigation. Full cooperation by the Cooperative Member shall be extended to supply any information needed or helpful in such prosecution or defense. Subject to specific revocation, the Cooperative Member hereby designates the Cooperative to act as a class representative on its behalf in matters arising out of this Agreement.
8. **Governance.** The Board of Trustees (Board) will govern the Cooperative in accordance with the Bylaws. Travis County, Texas will be the location for filing any dispute, claim or lawsuit.
9. **Limitations of Liability.** COOPERATIVE, ITS ENDORSERS (TEXAS ASSOCIATION OF SCHOOL BOARDS, TEXAS ASSOCIATION OF COUNTIES, AND TEXAS MUNICIPAL LEAGUE) AND SERVICING CONTRACTOR (TEXAS ASSOCIATION OF SCHOOL BOARDS) DO NOT WARRANT THAT THE OPERATION OR USE OF COOPERATIVE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. COOPERATIVE, ITS ENDORSERS AND SERVICING CONTRACTORS, HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE PARTIES AGREE THAT IN REGARD TO ANY AND ALL CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER UNDER ANY CIRCUMSTANCES FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
10. **Merger.** This Interlocal Participation Agreement, Terms and Conditions, and General Provisions, together with the Bylaws, Organizational Interlocal Agreement, and Exhibits, represents the complete understanding of the Cooperative, and Cooperative Member electing to participate in the Cooperative.
11. **Notice.** Any written notice to the Cooperative shall be made by first class mail, postage prepaid, and delivered to the Associate Executive Director Financial Planning, Texas Association of School Boards, Inc., P.O. Box 400, Austin, Texas 78767-0400.
12. **Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and venue shall lie in Travis County, Texas.
13. **Warranty.** By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action required to enter into and perform the terms of this Agreement.

IN WITNESS WHEREOF, the parties, acting through their duly authorized representatives, sign this Agreement as of the date indicated.

TO BE COMPLETED BY THE COOPERATIVE:

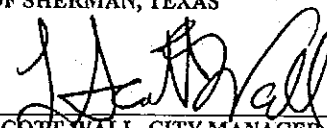
TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE, as acting on behalf of all other Cooperative Members

By: 
Gerald Brashears, Cooperative Administrator

Date: 7-15-02

TO BE COMPLETED BY COOPERATIVE MEMBER:

CITY OF SHERMAN, TEXAS

By: 
L. SCOTT WALL, CITY MANAGER

Date: 5/28/2002

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

D.18.

Meeting Date: 11/05/2018

Prepared By: Theresa Hutchinson, Parks & Recreation Manager

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 6436**

Authorizing the Purchase of a Kubota M6060HDC Tractor for the Park Maintenance Department from Six & Mango Equipment through the Texas Local Government Purchasing Cooperative (Buyboard)

Issue:

To consider approval of a resolution to purchase a 2018 Kubota M6060HDC Tractor through the Texas Local Government Purchasing Cooperative for use within the Parks Maintenance Department.

Background:

This purchase will be used to replace Unit 935, which has reached the end of its useful life.

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:

Parks Maintenance Department

Financial Consideration:

The 2018 Kubota M6060HDC Tractor will be purchased from Six and Mango Equipment, LLC., through the BuyBoard, for \$34,191.31. Funding for this purchase was appropriated in the fiscal year 2018-2019 Parks Maintenance Department budget.

Staff Recommendation:

Staff recommends authorization to purchase this tractor through the BuyBoard.

Alternatives:

As may be recommended by the City Council

Attachments

Resolution No. 6436

Kubota Quotation

BuyBoard Interlocal Agreement

RESOLUTION NO. 6436

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A KUBOTA M6060HDC TRACTOR FOR THE PARK MAINTENANCE DEPARTMENT FROM SIX & MANGO EQUIPMENT 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 Six & Mango Equipment through the Texas Local Government Purchasing Cooperative (BuyBoard), a Kubota M6060HDC Tractor at a total price of Thirty-Four Thousand One Hundred Ninety-One Dollars and Thirty-One Cents (\$34,191.31). 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 2018-2019 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 _____, 2018.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

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



CE - #515-16, GM - #529-17

M6060HDC WEB QUOTE #1177019

Date: 10/22/2018 10:39:08 AM

-- Customer Information --

MROZINSKI, JIMMY

CITY OF SHERMAN

jimmym@ci.sherman.tx.us

903-892-7350

Quote Provided By

SIX & MANGO EQUIPMENT, LLP

Chance Cole

8741 WEST MAIN ST

FRISCO, TX 75034

email: chance.cole@sixandmango.com

phone: 9038183105

-- Standard Features --

-- Custom Options --



Kubota

Not Available in Nebraska

M Series

M6060HDC

UTILITY CAB TRACTOR, 4WD, HYDRAULIC SHUTTLE

TRANSMISSION

*** EQUIPMENT IN STANDARD MACHINE ***

DIESEL ENGINE

Model # V3307-CR-TE4

CRS - Common Rail Electronic Fuel

Injection

Electronic Governor Control

Turbocharged with EGR Valve

^ 63 Net Eng. HP

^ 56 PTO HP

EPA Tier IV Emission Certified

12V 700 CCA Battery

Charging Output 60 amps (CAB)

POWER TAKE OFF

Live-Independent Hyd. PTO

SAE 1 3/8" Six Spline

540 rpm @ 2160 Eng. rpm

SAFETY EQUIPMENT

Flip-Up PTO Shield

Safety Start Switches

PTO - OPC (Operator Presence

Control, Alarm 10 seconds)

Mechanical Electric Key Shut Off

Wet Disc Brakes

Parking Brakes

Turn Signals

SMV Sign

CAB (Ultra Grand Cab)

Integral Factory ROPS Certified

Retractable Seat Belt

Flat Deck

Grammer Deluxe Seat with Armrests

Tinted Glass

Dual Level Air Conditioning & Heater

Electric A/C Controls

Front Wiper w/Washer - 2 Speed

Radio Ready, includes 2-speakers,

antenna and wiring harness

Left & Right Side Exterior Mirrors

2 - Front Work Lights

2 - Rear Work Lights

2 Doors, Frameless all glass

Left & Right Side Steps

Sun Visor

Tilt Steering Wheel

Interior Dome Light

Accessory Plug 12V - 15 Amp

12 Volt 3-Pin 30 Amp Coupler

Cup Holder

Ashtray

Horn

LIGHTING

2 Headlights w/sidelights

2 Tail lights

4 Hazard Flasher Lights with Turn

Signals (CAB)

7 Pin Electrical Trailer Connector

INSTRUMENTS

Tachometer/Hour meter

Oil Pressure

Fuel Gauge

Coolant Temperature

FRONT AXLE

Hydrostatic Power Steering

4WD: Bevel Gear

55 degree turning angle

Cast Iron

Adj. (Rim) Tread Spacing

FLUID CAPACITY

Cooling System 6.6 qts

Crankcase 8.5 qts

Transmission and

Hydraulics 10.6 gal

Front Axle (4WD) 8.5 qts

^ Manufacturer estimate.

SELECTED TIRES

AMR8808 & ALR8917 INDUSTRIAL TIRES

FRONT - 12.5/80-18 I3 Titan Contractor 8stud

REAR - 16.9-24 R4 Titan Industrial Tractor Lug

M6060HDC Base Price: \$41,367.00

(1) 2ND POSITION LEVER KIT \$140.00

M7687-2ND POSITION LEVER KIT

(1) 2ND/3RD VALVE (FD) \$684.00

M7611-2ND/3RD VALVE (FD)

Configured Price: \$42,191.00

BUY BOARD Discount: (\$9,282.02)

SUBTOTAL: \$32,908.98

Factory Assembly: \$250.00

Dealer Assembly: \$147.33

Freight Cost: \$635.00

PDI: \$250.00

Total Unit Price: \$34,191.31

Quantity Ordered: 1

Final Sales Price: \$34,191.31

**Purchase Order Must Reflect
the Final Sales Price**

**To order equipment - purchase orders must be made out and
returned to:**

Kubota Tractor Corporation

Attn: National Accounts

1000 Kubota Drive

Grapevine, TX 76051

or email NA.Support@kubota.com

or call 817-756-1171 or fax 844-582-1581

RECEIVED JUN 15 2002

YOUR COPY

INTERLOCAL PARTICIPATION AGREEMENT RECEIVED JUN 15 2002

for the
Texas Local Government Purchasing Cooperative

This Interlocal Participation Agreement ("Agreement") is made and entered into by and between the Texas Local Government Purchasing Cooperative ("Cooperative"), an administrative agency of cooperating local governments, acting on its own behalf and the behalf of all participating local governments, and the undersigned local government of the State of Texas ("Cooperative Member"). The purpose of this Agreement is to facilitate compliance with state bidding requirements, to identify qualified vendors of commodities, goods and services, to relieve the burdens of the governmental purchasing function, and to realize the various potential economies, including administrative cost savings, for Cooperative Members.

WITNESSETH:

WHEREAS, the Cooperative Members are authorized by Chapter 791, et seq., The Interlocal Cooperation Act of the Government Code ("the Act"), to agree with other local governments to form purchasing cooperatives; and

WHEREAS, the Cooperative is an administrative agency of local governments cooperating in the discharge of their governmental functions; and

WHEREAS, the Cooperative Member does hereby adopt the Organizational Interlocal Agreement, together with such amendments as may be made in the future, reflecting the evolving mission of the Cooperative and further agrees to become an additional party to that certain Organizational Interlocal Agreement promulgated on the 26th day of January, 1998.

NOW, THEREFORE, BE IT RESOLVED that the undersigned Cooperative Member in consideration of the agreement of the Cooperative and the Cooperative Members to provide services as detailed herein does agree to the following terms, conditions, and general provisions.

In return for the payment of the contributions and subject to all terms of this Agreement, the parties agree as follows:

TERMS AND CONDITIONS

1. Adopt Organizational Interlocal Cooperation Agreement. The Cooperative Member by the adoption and execution of this Agreement hereby adopts and approves the Organizational Interlocal Agreement dated January 26, 1998, together with such amendments as may be made in the future and further agrees to become a Cooperative Member.
2. Term. The initial term of this Agreement shall commence at 12:01 a.m. on the date executed and signed and shall automatically renew for successive one-year terms unless sooner terminated in accordance with the provisions of this Agreement. The terms, conditions, and general provisions set forth below shall apply to the initial term and all renewals.
3. Termination.
 - a. By the Cooperative Member. This Agreement may be terminated by the Cooperative Member at any time by thirty (30) days prior written notice to the Cooperative; provided all charges owed to the Cooperative and any vendor have been fully paid.
 - b. By the Cooperative. The Cooperative may terminate this Agreement by:
 1. Giving ten (10) days notice by certified mail to the Cooperative Member if the Cooperative Member fails or refuses to make the payments or contributions as herein provided; or
 2. Giving thirty (30) days notice by certified mail to the Cooperative Member.

- c. **Termination Procedure.** If the Cooperative Member terminates its participation during the term of this Agreement or breaches this Agreement, or if the Cooperative terminates participation of the Cooperative Member under any provision of this Article, the Cooperative Member shall bear the full financial responsibility for any purchases occurring after the termination date, and for any unpaid charges accrued during its term of membership in the Cooperative. The Cooperative may seek the whole amount due, if any, from the terminated Cooperative Member. The Cooperative Member will not be entitled to a refund of membership dues paid.
4. **Payments.**
 - a. The Cooperative Member agrees to pay membership fees based on a plan developed by the Cooperative. Membership fees are payable by Cooperative Member upon receipt of an invoice from the Cooperative, Cooperative Contractor or vendor. A late charge amounting to the maximum interest allowed by law, but not less than the rate of interest under Section 2251.021, et seq., Texas Government Code, shall begin to accrue daily on the 31st day following the due date and continue to accrue until the contribution and late charges are paid in full. The Cooperative reserves the right to collect all funds that are due to the Cooperative in the event of termination by Cooperative Member or breach of this Agreement by Cooperative Member.
 - b. The Cooperative Member will make timely payments to the vendor for the goods, materials and services received in accordance with the terms and conditions of the Invitation to Bid and related procurement documents. Payment for goods, materials and services and inspections and acceptance of goods, materials and services ordered by the procuring party shall be the exclusive obligation of the procuring Cooperative Member.
5. **Cooperative Reporting.** The Cooperative will provide periodic activity reports to the Cooperative Member. These reports may be modified from time to time as deemed appropriate by the Cooperative.
6. **Administration.** Cooperative Member will use the BuyBoard purchasing application in accordance with instruction from the Cooperative; discontinue use upon termination of participation; maintain confidentiality and prevent unauthorized use; maintain equipment, software and testing to operate the system at its own expense; report all purchase orders generated to Cooperative or its designee in accordance with instructions of the Cooperative; and make a final accounting to Cooperative upon termination of membership.
7. **Amendments.** The Board may amend this agreement, provided that notice is sent to each participant at least 60 days prior to the effective date of any change described in such amendment which, in the opinion of the Board, will have a material effect on the Cooperative Members participation in the Cooperative.

GENERAL PROVISIONS

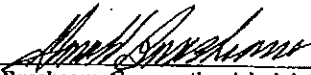
1. **Authorization to Participate.** Each Cooperative Member represents and warrants that its governing body has duly authorized its participation in the Cooperative.
2. **Bylaws.** The Cooperative Member agrees to abide by the Bylaws of the Cooperative, as they may be amended, and any and all reasonable policies and procedures established by the Cooperative.
3. **Compensation.** The parties agree that the payments under this Agreement and all related exhibits and documents are amounts that fairly compensate the Cooperative for the services or functions performed under the Agreement, and that the portion of gross sales paid by participating vendors enables the Cooperative to pay the necessary licensing fees, marketing costs, and related expenses required to operate a statewide system of electronic commerce for the local governments of Texas.
4. **Cooperation and Access.** The Cooperative Member agrees that it will cooperate in compliance with any reasonable requests for information and/or records made by the Cooperative. The Cooperative reserves the right to audit the relevant records of any Cooperative Member. Any breach of this Article shall be considered material and shall make the Agreement subject to termination on ten (10) days written notice to the Cooperative Member.

5. **Coordinator.** The Cooperative Member agrees to appoint a program coordinator who shall have express authority to represent and bind the Cooperative Member, and the Cooperative will not be required to contact any other individual regarding program matters. Any notice to or any agreements with the coordinator shall be binding upon the Cooperative Member. The Cooperative Member reserves the right to change the coordinator as needed by giving written notice to the Cooperative. Such notice is not effective until actually received by the Cooperative.
6. **Current Revenue.** The Cooperative Member hereby warrants that all payments, contributions, fees, and disbursements required of it hereunder shall be made from current revenues budgeted and available to the Cooperative Member.
7. **Defense and Prosecution of Claims.** The Cooperative Member authorizes the Cooperative to regulate the commencement, defense, intervention, or participation in a judicial, administrative, or other governmental proceeding or in an arbitration, mediation, or any other form of alternative dispute resolution, or other appearances of the Cooperative and/or any past or current Cooperative Member in any litigation, claim or dispute, and to engage counsel and appropriate experts, in the Cooperative's sole discretion, with respect to such litigation, claim or disputes. The Cooperative Member does hereby agree that any suit brought against the Cooperative or a Cooperative Member may be defended in the name of the Cooperative or the Member by the counsel selected by the Cooperative, in its sole discretion, or its designee, on behalf of and at the expense of the Cooperative as necessary for the prosecution or defense of any litigation. Full cooperation by the Cooperative Member shall be extended to supply any information needed or helpful in such prosecution or defense. Subject to specific revocation, the Cooperative Member hereby designates the Cooperative to act as a class representative on its behalf in matters arising out of this Agreement.
8. **Governance.** The Board of Trustees (Board) will govern the Cooperative in accordance with the Bylaws. Travis County, Texas will be the location for filing any dispute, claim or lawsuit.
9. **Limitations of Liability.** COOPERATIVE, ITS ENDORSERS (TEXAS ASSOCIATION OF SCHOOL BOARDS, TEXAS ASSOCIATION OF COUNTIES, AND TEXAS MUNICIPAL LEAGUE) AND SERVICING CONTRACTOR (TEXAS ASSOCIATION OF SCHOOL BOARDS) DO NOT WARRANT THAT THE OPERATION OR USE OF COOPERATIVE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. COOPERATIVE, ITS ENDORSERS AND SERVICING CONTRACTORS, HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE PARTIES AGREE THAT IN REGARD TO ANY AND ALL CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER UNDER ANY CIRCUMSTANCES FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
10. **Merger.** This Interlocal Participation Agreement, Terms and Conditions, and General Provisions, together with the Bylaws, Organizational Interlocal Agreement, and Exhibits, represents the complete understanding of the Cooperative, and Cooperative Member electing to participate in the Cooperative.
11. **Notice.** Any written notice to the Cooperative shall be made by first class mail, postage prepaid, and delivered to the Associate Executive Director Financial Planning, Texas Association of School Boards, Inc., P.O. Box 400, Austin, Texas 78767-0400.
12. **Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and venue shall lie in Travis County, Texas.
13. **Warranty.** By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action required to enter into and perform the terms of this Agreement.

IN WITNESS WHEREOF, the parties, acting through their duly authorized representatives, sign this Agreement as of the date indicated.

TO BE COMPLETED BY THE COOPERATIVE:

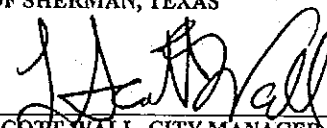
TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE, as acting on behalf of all other Cooperative Members

By: 
Gerald Brashears, Cooperative Administrator

Date: 7-15-02

TO BE COMPLETED BY COOPERATIVE MEMBER:

CITY OF SHERMAN, TEXAS

By: 
L. SCOTT WALL, CITY MANAGER

Date: 5/28/2002

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

E.1.

Meeting Date: 11/05/2018

Prepared By: Mark Gibson, Director of Utilities

Approved By: Robby Hefton, City Manager

Caption:

*** REQUEST TO ADVERTISE**

Fairview Elevated Tank Painting Improvements

Issue:

Permission to advertise for bids for the repair and painting of the Fairview Elevated Storage Tank

Background:

The Fairview Elevated Storage Tank was originally scheduled for repair and repainting in the next fiscal year. However, several weeks ago, the tank developed a significant leak. Following the repair of the leak, a detailed underwater inspection of the tank was undertaken and several significant areas of corrosion were noted throughout the tank. These areas represent the potential for additional failures of the tank structure resulting in significant leaks.

Origination:

Department of Utilities Administration

Financial Consideration:

The project will be funded through the Greater Texoma Utility Authority (GTUA). The cost of advertising is expected to be about \$200.00.

Staff Recommendation:

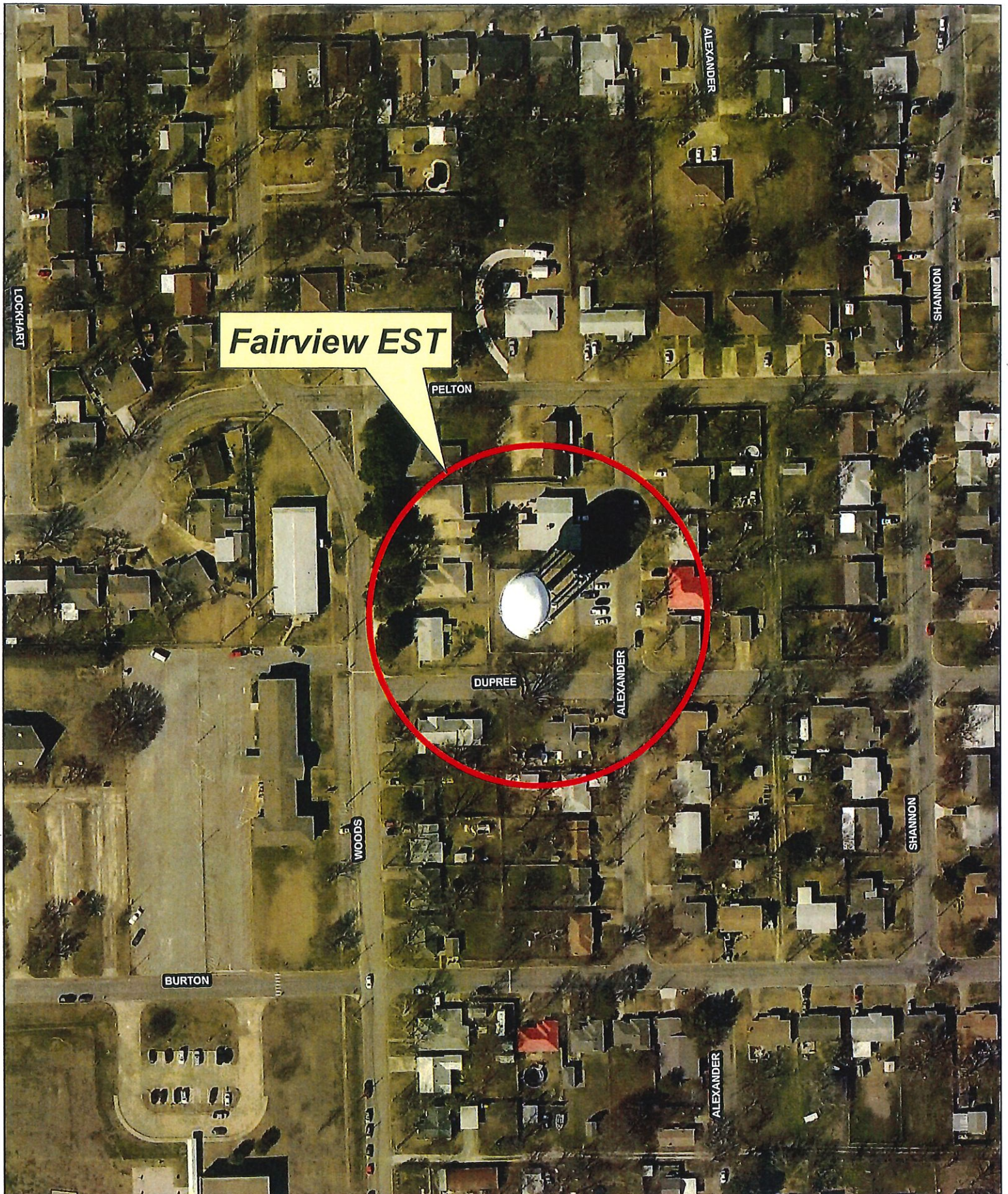
It is recommended that the City Council authorize the staff to advertise the project for bid.

Alternatives:

As may be directed by the City Council

Attachments

Aerial Location Map





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

E.2.

Meeting Date: 11/05/2018

Prepared By: Mark Gibson, Director of Utilities

Approved By: Robby Hefton, City Manager

Caption:

*** REQUEST TO ADVERTISE**

Repairs to Shepherd Drive #1 Woodbine Water Well

Issue:

Consider a request to advertise for bid to repair the Shepherd Drive #1 Woodbine Water Well

Background:

The motor on the water well is failing and needs to be pulled and inspected. The pump and piping will also be inspected and repaired/replaced if necessary.

Origination:

Department of Utilities Administration

Financial Consideration:

Funds for the well repairs are available in the Utility Fund Capital Improvement Program (CIP). Costs for advertising are expected to be less than \$200.00.

Staff Recommendation:

It is recommended that the City Council approve this request to advertise for bid(s) to repair this well.

Alternatives:

As may be directed by the City Council

Attachments

Aerial Location Map





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

F.1.

Meeting Date: 11/05/2018

Prepared By: Danny Jones, Fire Chief

Approved By: Robby Hefton, City Manager

Caption:

CHANGE ORDER NO. 1

Approving a Change Order of \$30,551.59 for the Sherman Fire Station No. 4 Project; Crossland Construction Company, Inc., as Construction Manager-at-Risk (CMAR)

Issue:

To consider approval of Change Order No. 1 and final payment for construction of the Sherman Fire Station No. 4 Project

Background:

At the November 6, 2017 meeting, the City Council awarded a bid and contract to Crossland Construction Company, Inc. of Prosper, Texas, to serve as Construction Manager-at-Risk (CMAR) for the construction of Fire Station No. 4 at its new location. Under this agreement, the CMAR assumes the risk of construction of the facility at a guaranteed maximum price. This first and final change order represents an additional warranty for the site generator, additional finish out in the apparatus bays, and a few other minor changes that have been approved by City staff. The original contract totaled \$3,477,234.00. This change order totaled \$30,551.59, which is less than 1% of the overall budget.

Origination:

Sherman Fire-Rescue Services

Financial Consideration:

The original contract price approved is \$3,477,234.00. The change order results in a \$30,551.59 increase in the contract amount, yielding a revised contract price of \$3,507,785.59 and is funded through the Capital Improvement Projects fund.

Staff Recommendation:

It is recommended that Change Order No. 1 be approved.

Alternatives:

As may be directed by the City Council

Attachments

Change Order No. 1

Crossland Contract

Aerial Location Map

CROSSLAND
CONSTRUCTION COMPANY, INC.

861 N. Coleman, Suite 100

Prosper, Texas 75078

tel 972.347.5659

fax 972.347.5684

Fire Station #4 – Sherman, Texas
Change Order Request Form

Change Order Request – 001

Notes:

PCO Amount: \$30,551.59

- 5 Year Warranty for Generator
- Data Cabling
- Electrical for Bunker Room TVs
- Overhead Reels – 30AMP Service
- Plywood Top Out in App Bay

Owners Representative Sign Off:

By _____

Signature _____

Date _____

AIA[®] Document A133[™] – 2009 Exhibit A

Guaranteed Maximum Price Amendment

for the following PROJECT:

(Name and address or location)

Fire Station No. 4
3117 Northgate Drive
Sherman, TX 75090

THE OWNER:

(Name, legal status and address)

City of Sherman, Texas
405 N. Rusk Street
Sherman, TX 75090

THE CONSTRUCTION MANAGER:

(Name, legal status and address)

Crossland Construction, INC.
8681 N. Coleman, Suite 100
Prosper, TX 75078

ARTICLE A.1

§ A.1.1 Guaranteed Maximum Price

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

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Three million, four hundred and seventy-seven thousand, two hundred thirty-four dollars (\$ 3,477,234.00), subject to additions and deductions by Change Order as provided in the Contract Documents.

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

Exhibit A

§ A.1.1.3 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the Contract Documents permit the Owner to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the amount for each and the date when the amount expires.)

N/A

ADDITIONS AND DELETIONS:

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

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

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

Init.

Additions and Deletions Report for **AIA® Document A133™ – 2009 Exhibit A**

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 14:37:59 on 03/02/2018.

PAGE 1

Fire Station No. 4
3117 Northgate Drive
Sherman, TX 75090

...

City of Sherman, Texas
405 N. Rusk Street
Sherman, TX 75090

...

Crossland Construction, INC.
8681 N. Coleman, Suite 100
Prosper, TX 75078

...

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Three million,
four hundred and seventy-seven thousand, two hundred thirty-four dollars (\$ 3,477,234.00), subject to additions
and deductions by Change Order as provided in the Contract Documents.

...

Exhibit A

...

N/A

PAGE 2

Light Poles Foundations

\$15,000.00

...

N/A

...

Exhibit C

...

Exhibit B

...

Pricing includes Outer Loop Drive; Alternate #1

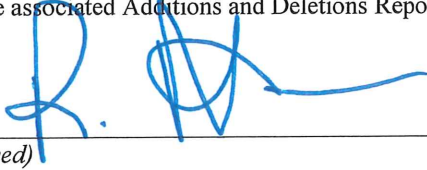
...

11/9/2018

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Rocky Hussman, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 14:37:59 on 03/02/2018 under Order No. 1618449240 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ - 2009 Exhibit A, Guaranteed Maximum Price Amendment, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)



(Title)



(Dated)

§ A.1.1.4 Allowances included in the Guaranteed Maximum Price, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price (\$0.00)
Light Poles Foundations	\$15,000.00

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

N/A

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

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

§ A.1.1.7 The Guaranteed Maximum Price is based upon the following Specifications:
(Either list the Specifications here, or refer to an exhibit attached to this Agreement.)
Exhibit C

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

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

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

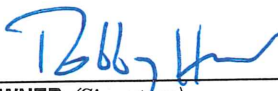
§ A.1.1.9 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Agreement.)

Pricing includes Outer Loop Drive; Alternate #1

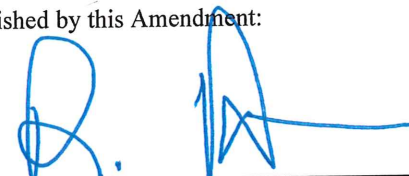
ARTICLE A.2

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

11/9/2018


OWNER (Signature)

Robby Hefton, City Mgr.
(Printed name and title)


CONSTRUCTION MANAGER (Signature)

R. Hussman, VP
(Printed name and title)

Init.

Fire Station No. 4



1 inch = 1,000 feet





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

F.2.

Meeting Date: 11/05/2018

Prepared By: Mark Gibson, Director of Utilities

Approved By: Robby Hefton, City Manager

Caption:

CHANGE ORDER NO. 4

Approving the Greater Texoma Utility Authority's Intent to Execute Change Order No. 4; City of Sherman Industrial Sewer Replacement Project; Lynn Vessels Construction, LLC; \$37,899.64 Decrease

Issue:

To consider approval of Change Order No. 4 for the City of Sherman Industrial Sewer Replacement Project with Lynn Vessels, LLC, a decrease of \$37,899.64 in the project cost

Background:

Change Order No. 4 decreases the original contract amount by \$37,899.64. This is the final reconciliatory change order to adjust the final project quantities and close out the project.

Origination:

Utility Administration

Financial Consideration:

The change order results in a \$37,899.64 decrease in the contract amount, yielding a final revised contract price of \$1,535,620.86.

Staff Recommendation:

It is recommended that the Greater Texoma Utility Authority's intent to approve Change Order No. 4 be approved.

Alternatives:

As may be directed by the City Council

Attachments

GTUA Agenda Communication Form

Engineer's Recommendation

Change Order No. 4

Supporting Cost Information

Aerial Location Map



GREATER TEXOMA UTILITY AUTHORITY

AGENDA COMMUNICATION

DATE: October 8, 2018

SUBJECT: AGENDA ITEM NO. VIII

CONSIDER AND ACT UPON CHANGE ORDER NO. 4 AND A RESOLUTION BY THE BOARD OF DIRECTORS OF THE GREATER TEXOMA UTILITY AUTHORITY ACCEPTING THE CONTRACT WITH LYNN VESSELS CONSTRUCTION LLC FOR THE CITY OF SHERMAN INDUSTRIAL SEWER PROJECT AS COMPLETE

ISSUE

Consideration of Change Order No. 4 and a resolution by the Board of Directors of the Greater Texoma Utility Authority accepting the contract with Lynn Vessels Construction LLC for the City of Sherman Industrial Sewer Project as complete.

BACKGROUND

The City of Sherman requested the Authority's assistance with financing a new wastewater collection line that will bring sewer from the Blalock Industrial Park to the City of Sherman's Wastewater Treatment Plant. The project will consist of the construction of approximately 6,000 feet of 21-inch, 3,000 linear feet of 18-inch and 800 linear feet of 15-inch PVC gravity sanitary sewer lines. The work includes excavation and backfill, encased bores, aerial crossing, FRP manholes, sewer line placement, erosion control and street repair. This project crosses US Highway 75 (TxDOT), a main line railroad (NSF) and three industrial railroad spurs.

At the September meeting, the Board Authorized award of contract to Lynn Vessels construction in the amount of \$1,535,766.64.

Change Order No. 1 was approved at the October 2017 Board Meeting which included the substitution of Vylon for PVC on the 21-inch pipe. PVC pipe was the product awarded in the base bid, however, the PVC pipe suppliers claimed force majeure due to the gulf coast storms interrupting their supply chain. Change Order No. 1 resulted in an increase of \$5,376.51 resulting in a revised contract amount of \$1,541,143.15.

At the time of Change Order No. 1, the plan was agreed upon to hold off on ordering the 18 and 15 inch pipe until later in the project, hoping that the PVC pipe prices would stabilize. This has not occurred by February 2018, resulting in the need to approve Change Order No. 2. Change Order No. 2 authorized the contractor to proceed with purchasing the remainder of PVC pipe in sizes 12 inch – 18 inch at the increased prices. The Contractor was authorized to change the sewer size from 15 inch to 18 inch from sta. 89+65 to sta. 91+76 on a revised grade to lower the bore under the railroad spurs by about 1 foot to avoid conflict with existing sewer field measured to be lower than shown on the plans. Change Order No. 2 resulted in an increase of \$21,199.10 to the contract, resulting in a revised contract amount of \$1,562,342.25.

Change Order No. 3 consisted of increasing approximately 380' of sewer from 15" to 18". When the contractor excavated the 15" industrial sewer that serves the west part of the industrial park, it was discovered that the existing pipe was 3.75" lower than it was show on the plans. In order to maintain adequate flow capacity in this new section of line with a reduced slope, the sewer needed to be upsized from 15" to 18". Also included in this Change Order was a 6" sewer service for Hart Lumber which came to fruition after the project had bid. Change Order No. 3 was in an increase of \$11,178.25 to the contract, resulting in a revised contract amount of \$1,573,520.50.



GREATER TEXOMA UTILITY AUTHORITY AGENDA COMMUNICATION

PAGE 2

Change Order No. 4 is considered the final reconciliation change order which is common on a pipeline job. There were twelve (12) bid item quantities that were addressed Change Order No. 4. Ten (10) of these were decreases in materials and cost and two (2) were increases. Overall, Change Order No. 4 represents a reduction of \$37,899.64 to the contract, resulting in a revised contract amount of \$1,535,620.86.

CONSIDERATIONS

David Gattis with Freeman-Millican, Inc. has informed the Authority staff the project is now ready to consider as complete.

The City of Sherman Council will consider this matter at their November 5th, 2018 council meeting.

STAFF RECOMMENDATIONS

The Authority staff recommends approving Change Order No. 4 to the contract with Lynn Vessels Construction LLC for the City of Sherman Industrial Sewer Project; and authorizing the execution of a resolution accepting the contract as complete. The recommended action would be contingent upon the City of Sherman Council taking a similar action.

ATTACHED

Change Order No. 4 and supporting documentation
Resolution
Closeout Documents

PREPARED AND SUBMITTED BY:

Drew Satterwhite, P.E., General Manager

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.

October 5, 2018

Mr. Drew Satterwhite, P.E.
General Manager
Greater Texoma Utility Authority
5100 Airport Drive
Denison, Texas 75020

**Re: Sherman Industrial Replacement Sewer
Change Order #4**

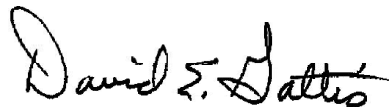
Dear Mr. Satterwhite:

The attached change order #4 (CO #4) with supporting documentation reconciles the final bid quantities actually used in the project. The attached **Change Order #4 SUPPORTING COST INFORMATION** provides details of the changes.

The attached proposed change order #4 decreases the contract price by \$37,899.64.

We recommend that the GTUA approve the proposed change order #4 decreasing the contract with Lynn Vessels Construction, LLC. to \$1,535,620.86.

Sincerely,
FREEMAN - MILLICAN, INC.



David E. Gattis, P.E.

Enclosure & Copy: Sherman, Mark Gibson, Director of Utilities

CHANGE ORDER NO. 4

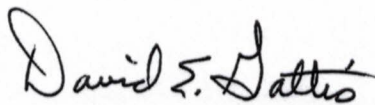
PROJECT: City of Sherman – Industrial Sewer Replacement
OWNER: Greater Texoma Utility Authority
CONTRACTOR: Lynn Vessels Construction, LLC.
ENGINEER: Freeman - Millican, Inc.
Dallas, Texas
DATE: September 14, 2018

TO THE CONTRACTOR: You are hereby authorized, subject to the Contract provisions, to make the following changes:

The attached Change Order #4 SUPPORTING COST INFORMATION provide details on actual bid item quantities used in the project and corresponding changes in contract cost. The net decrease in contract cost is \$37,899.64.

Original Contract Amount:	\$ 1,535,766.64
Net Addition/(Reduction) - Previous Change Order #1	\$5,376.51
Addition/(Reduction) - This Change Order #2	\$21,199.10
Addition/(Reduction) - This Change Order #3	\$11,178.25
Addition/(Reduction)	(\$37,899.64)
Revised Contract Amount:	\$ 1,535,620.86

RECOMMENDED:



Freeman - Millican, Inc.

9.14.2018

Date

APPROVED:


Contractor

9-14-18

Date

Owner

Date

Change Order #4 SUPPORTING COST INFORMATION

BASE BID ITEMS

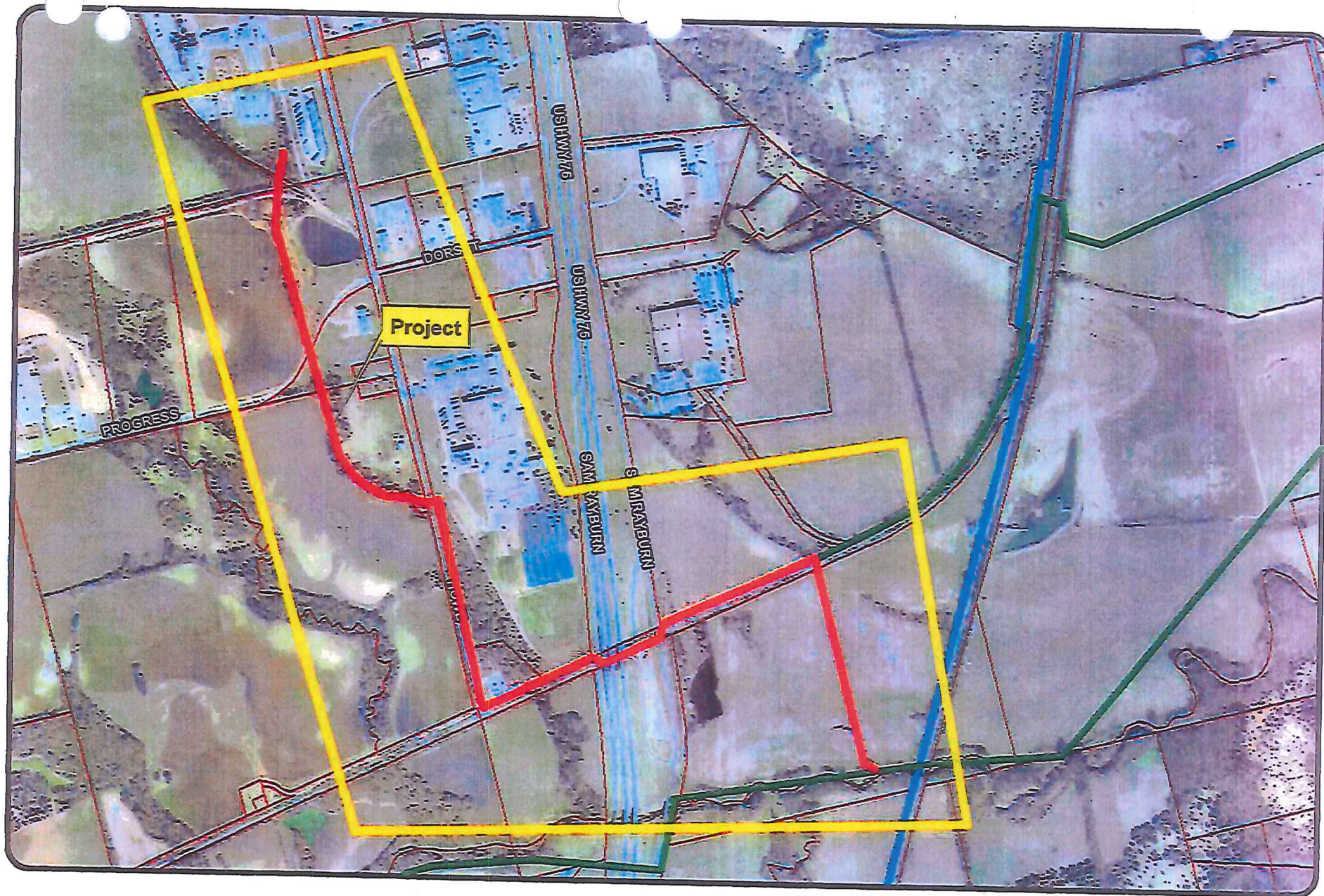
ITEM	QUANTITY	UNITS	DESCRIPTION	TOTAL
P.1				
P.2				
P.3				
P.4				
P.5				
P.6				
P.7	50 Tyson 12" sewer line turned out to be non-standard size 16.63 inch. Installed 18". 724.14 Increase	LF	For furnishing all materials, labor and equipment to construct twelve (12") inch DR 35 PVC sewer pipe, ten to fifteen (10'-15') feet deep by open cut, including excavation, pipe, fittings, backfilling, compacting, and re-vegetation on slopes less than 10%, complete in place, the sum of: Fifty-Two Dollars Sixty-Four Cents (\$ 52.64) per linear foot	\$ 2,632.00
P.8				
P.9				
P.10				
P.11				
P.12				
P.13				

ITEM	QUANTITY	UNITS	DESCRIPTION	TOTAL
P.14	10 Installed 8 & delivered 1 fiberglass MH to Sherman. 2=11691.7 4 less 1186.99 =(10505.75) decrease	EA	For furnishing all materials, labor and equipment to construct four (4') foot diameter fiberglass manhole, ten to fifteen (10'-15') feet deep, complete in place, the sum of: Five Thousand Eight Hundred Forty-Six Dollars Thirty-Seven Cents (\$ 5,846.37) per each	\$ 58,463.70
P.15				
P.16	1 Added 1 inside drop piping 2257.52 increase	EA	For furnishing all materials, labor and equipment to construct inside drop piping to (4') diameter manhole, complete in place, the sum of: Two Thousand Two Hundred Fifty-Seven Dollars Fifty-Two Cents (\$ 2,257.52) per each	\$ 2,257.52
P.17				
P.18				
P.19	4 Pier bells not needed (2997.00) decrease	EA	For furnishing all materials, labor and equipment to construct thirty-six (36") inch diameter reinforced concrete pier bells at aerial crossings, complete in place, the sum of: Seven Hundred Forty-Nine Dollars Twenty Five Cents (\$ 749.25) per each	\$ 2,997.00
P.20				

ITEM	QUANTITY	UNITS	DESCRIPTION	TOTAL
P.21	1 Connection not needed (1000.00) decrease	EA	For furnishing all materials, labor and equipment to connect new 15" sanitary sewer line to existing 4' diameter manhole including excavation, manhole coring, pipe and seal installation, backfilling and vegetation, complete in place, the sum of: One Thousand Dollars no Cents (\$ 1,000.00) per each	\$ 1,000.00
P.22				
P.23	1 Add sewer service connection (385.57) increase	EA.	For furnishing all materials, labor and equipment to move existing sanitary sewer service to new line, including excavation, line connection, backfilling and vegetation, complete in place, the sum of: Three Hundred Eighty-Five Dollars Fifty-Seven Cents (\$ 385.57) per each	\$ 385.57
P.24	1 Not needed (3112.94) decrease	EA.	For furnishing all materials, labor and equipment to raise or lower existing 10" or smaller water line including excavation, materials, fittings, connections, testing, backfilling and vegetation, complete in place, the sum of: Three Thousand One Hundred Twelve Dollars Ninety-Four Cents (\$ 3,112.94) per each	\$ 3,112.94
P.25	1 Not needed (6307.74) decrease	EA.	For furnishing all materials, labor and equipment to raise or lower existing 12" to 16" water line including excavation, materials, fittings, connections, testing, backfilling and vegetation, complete in place, the sum of: Six Thousand Three Hundred Seven Dollars Seventy-Four Cents (\$ 6,307.74) per each	\$ 6,307.74
P.26				
P.27				

ITEM	QUANTITY	UNITS	DESCRIPTION	TOTAL
P.28	8.5 Not needed (804.44) decrease	SY.	For furnishing all materials, labor and equipment to remove and replace HMAC street pavement including removal, materials, and pavement placement, complete in place, the sum of: Ninety-Four Dollars Sixty-Four Cents (\$ 94.64) per square yard	\$ 804.44
P.29				
P.30	40 Not needed (1998.00) decrease	CY	For furnishing all materials, labor and equipment to construct crushed stone trench foundation for soft subgrade in pipe trench excavation, only as directed by the owner, complete in place, the sum of: Forty-Nine Dollars Ninety-Five Cents (\$ 49.95) per cubic yard	\$ 1,998.00
P.31				
P.32	1,350 850SY Not used (5661.00) decrease	SY	For furnishing all materials, labor and equipment to stabilize finished grade with slopes between 10% (10H:1V) and 20% (5H:1V) using native grass seed combined with geotextile fabric, complete in place, the sum of: Six Dollars Sixty-Six Cents (\$ 6.66) per square yard	\$ 8,991.00
P.33	100 Not needed (because of tree roots) (6105.00) decrease	SY	For furnishing all materials, labor and equipment to stabilize finished grade with slope exceeding 20% (5H:1V), and at creek crossings, using soil cement backfill, complete in place, the sum of: Sixty-One Dollars Five Cents (\$ 61.05) per square yard	\$ 6,105.00

ITEM	QUANTITY	UNITS	DESCRIPTION	TOTAL
P.34	2 Not needed (fences removed after bidding) (2775.00) decrease	EA	For furnishing all materials, labor and equipment to construct fence gap with gate in existing wire fence, including concrete piers, fence braces, gate leafs, gate hardware, fence posts, and fence wire, complete in place, the sum of: <u>One Thousand Three Hundred Eighty-Seven</u> Dollars <u>Fifty</u> Cents (\$ <u>1,387.50</u>) per each	\$ <u>2,775.00</u>
P.35				
			10 decreases = (41266.87) 2 increases = 3367.23 Net decrease = (37899.64)	



Sherman
CLASSIC TOWN, BROAD HORIZON.
ENGINEERING DEPARTMENT

Location Map:
Industrial Sewer



1 inch = 1,000 feet



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

G.1.

Meeting Date: 11/05/2018

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

OTHER BUSINESS

Recognition of City of Sherman Award: "Certificate of Achievement for Excellence in Financial Reporting"

Issue:

The City of Sherman Finance Department has received the Certificate of Achievement for Excellence in Financial Reporting for the fiscal year ended September 30, 2017.

Background:

The Certificate of Achievement for Excellence in Financial Reporting has been awarded for the 32nd consecutive year to the City of Sherman by the Government Finance Officers Association of the United States and Canada for its comprehensive annual financial report (CAFR). This award is the highest form of recognition in the area of governmental accounting and financial reporting; and its attainment represents a significant accomplishment by a government and its management. The CAFR has been judged by an impartial panel to meet the high standards of the program including demonstrating a constructive "spirit of full disclosure" to clearly communicate the City's financial story and motivate potential users and user groups to read the CAFR. It speaks well of the City of Sherman, the Finance Department, and all operating departments that play a role in the financial reporting process. It also reflects favorably on the external audit firm that has been an important part of the financial reporting process.

Origination:

City Manager's Office

Financial Consideration:

None

Staff Recommendation:

The Council need take no action on this agenda item; provided for informational purposes only.

Attachments

2017 CAFR Award Certificate



**The Government Finance Officers Association
of the United States and Canada**

presents this

AWARD OF FINANCIAL REPORTING ACHIEVEMENT

to

Finance Department
City of Sherman, Texas



The award of Financial Reporting Achievement is presented by the Government Finance Officers Association to the individual(s) designated as instrumental in their government unit achieving a Certificate of Achievement for Excellence in Financial Reporting. A Certificate of Achievement is presented to those government units whose annual financial reports are judged to adhere to program standards and represents the highest award in government financial reporting.

Executive Director

Christopher P. Morill

Date October 15, 2018



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

G.2.

Meeting Date: 11/05/2018

Prepared By: Mary Lawrence, Director of Finance

Approved By: Robby Hefton, City Manager

Caption:

*** OTHER BUSINESS**

Approve Quarterly Investment Report for Quarter Ended September 30, 2018

Issue:

To approve the Investment Report for the quarterly period ending September 30, 2018

Background:

These reports are being presented in accordance with the state law that requires at least quarterly presentation to the Council. A separate report is included for the debt proceeds as required by the Investment Policy. The reports were given to the Investment Committee prior to submittal to the Council.

As of September 30, 2018, the portfolios were in compliance with applicable state laws and the Investment Policy. The operating investment portfolio had a book value of about \$13.5 million, a decrease of about \$3.8 million from prior quarter of \$17.3 million, due to maturities of \$2.0 million in Certificates of Deposits (CD), \$2.1 million in State of Texas political subdivision obligations, and a net deposit to the Local Government Investment Pools of \$300,000.00. The underlying investments were adequately diversified among four different types of securities. This portfolio is appropriately liquid; and its weighted-average maturity was about 407 days, down from 380 days from last quarter. The portfolio yield of 1.93% for the quarter is 66 basis points lower than the benchmark yield of 2.59%. The portfolio value on the City's books is slightly below market value due to the effect of rising interest rates.

The debt proceeds portfolio balance of \$32.3 million was invested in a Local Government Investment Pool, a U.S. Agency, and an FDIC insured money market account. Transactions in this portfolio included the receipt of proceeds from the 2018 Certificates of Obligation (CO), interest income and payments for capital projects. The yield of 1.78% was below the benchmark yield of 2.12% for this portfolio. Book value and market value were about the same.

Origination:

Finance

Financial Consideration:

None

Staff Recommendation:

It is recommended that the Council accept the Investment Report as presented.

Alternatives:

The Council could offer suggestions for improvement or could request more frequent reporting.

Attachments

Memo to Investment Committee with Investment Reports for QE September 30, 2018



memorandum

DATE: Thursday, October 25, 2018

TO: The City of Sherman Investment Committee
Councilman Jason Sofey
Councilwoman Pam Howeth
Robby Hefton, City Manager

CC: Steve Ayers, Assistant City Manager

FROM: Mary Lawrence, Director of Finance *ml*

SUBJECT: Investment Reports for the Quarter Ended September 30, 2018

Enclosed is a copy of the quarterly investment reports for September 30, 2018. As of that date, the City was in compliance with all applicable state laws and internal policies for the portfolio.

The total operating portfolio balance of about \$13.5 million decreased by about \$3.8 million from the previous quarter due to maturities of \$2.0 million in Certificates of Deposits (CD), \$2.1 million in State of Texas political subdivision obligations and a net deposit to the Local Government Investment Pools of \$300,000. The underlying investments were adequately diversified among four different types of securities. The portfolio's weighted-average maturity of about 407 days increased from last quarter due to maturities. The portfolio yield of 1.93% was 66 basis point below our benchmark 1-year Constant Maturity Treasury Index of 2.59%. Book value was \$13.5 million with market value slightly less at \$13.4 million due to the effect of rising interest rates.

The debt proceeds portfolio balance of \$32.3 million had increased by about \$12.8 million due to the receipt of proceeds from the 2018 Certificates of Obligation (CO) and payments for capital projects. The portfolio includes a Local Government Investment Pool, a U.S. Agency security, and an FDIC insured money market account. The portfolio's weighted-average maturity of 7 days decreased from last quarter due to the receipt of the 2018 CO proceeds. The portfolio yield of 1.78% was 34 basis points below the benchmark yield for this portfolio, the 1-month Constant Maturity Index, of 2.12%. Book value closely approximated market value.

The investment reports will be on the November 5, 2018 City Council agenda for their review and approval. Please call me if you have any questions about this item.

attachment (as stated above)

CITY OF SHERMAN, TEXAS
INVESTMENT PORTFOLIO SUMMARY
For the Quarter Ending September 30, 2018

Total Portfolio Summary			
	Current Quarter 9/30/2018	Prior Quarter 6/30/2018	Change From Prior Quarter
Book Value	\$ 13,528,501	\$ 17,340,863	\$ (3,812,362)
Market Value	\$ 13,404,084	\$ 17,231,228	\$ (3,827,144)
Weighted Average Maturity - Days	407	380	27
Weighted Average Yield	1.933%	1.781%	0.152%
Earned Income	\$ 71,649	\$ 64,957	\$ 6,692
Earned Income - Year-to-Date	\$ 212,909	\$ 141,260	\$ 71,649

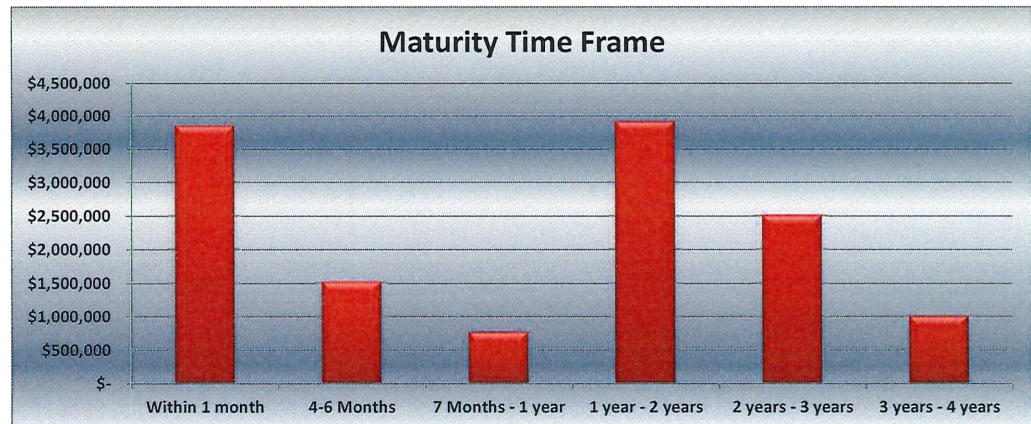
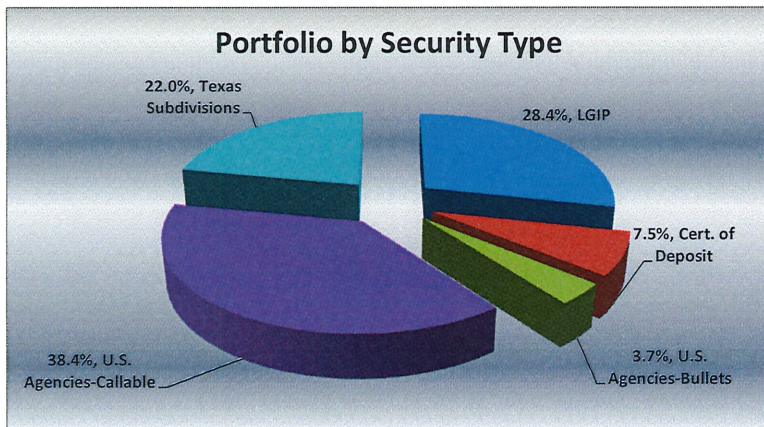
This report complies with the requirements of the public funds investment law and covers all the funds of the City of Sherman that are subject to that law.

As of September 30, 2018, the City's portfolio had a book value of about \$13.5 million, with a market value of \$13.4 million. Of this amount, approximately \$3.8 million was held in Local Government Investment Pools (LGIP), \$1.0 million was held in Certificates of Deposit (CD), \$5.7 million was held in U.S. Agency Securities and \$3.0 million was held in State of Texas political subdivision obligations.

The portfolio value decreased by \$3.8 million from the previous quarter due to withdrawals of \$1.2 million from Local Government Investment Pools (LGIP), maturities of \$2.1 million in State of Texas political subdivision obligations and \$2.0 million in Certificates of Deposit (CD), with \$1.5 million deposited into Local Government Investment Pools (LGIP).

The weighted average yield of the portfolio was 1.93%, 66 basis points below the 1-year Constant Maturity Treasury Index of 2.59% and 15 basis points above the previous quarter.

The weighted average maturity of the portfolio increased from 380 days at June 30, 2018, to 407 days at September 30, 2018.



Mary Lawrence

Mary Lawrence, Finance Director and City of Sherman Investment Officer

Tammy Davis

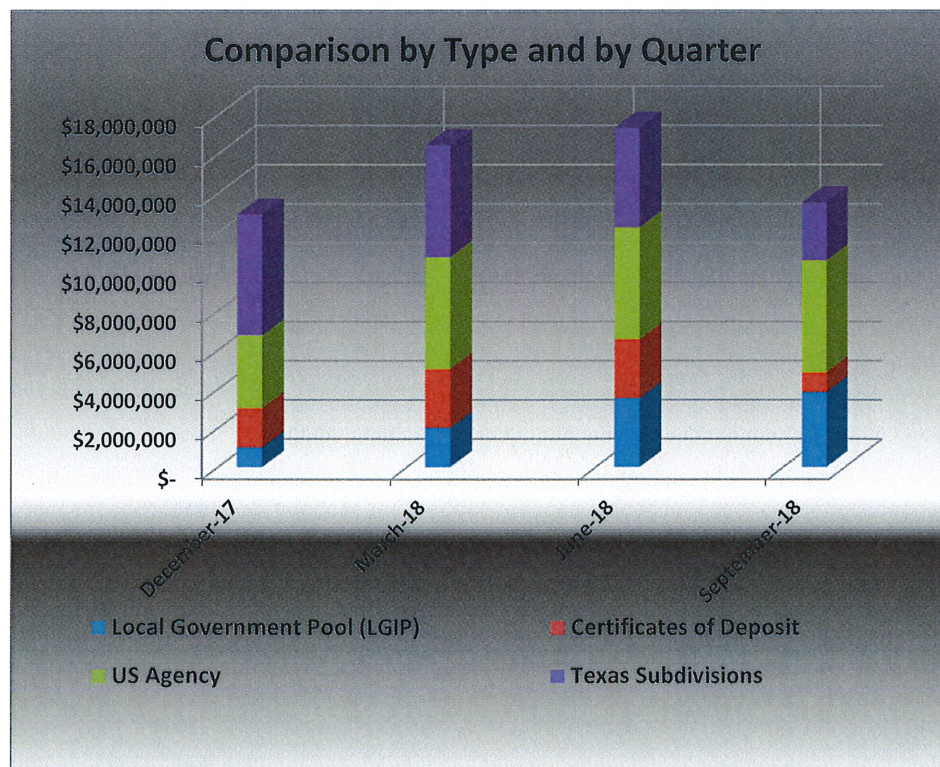
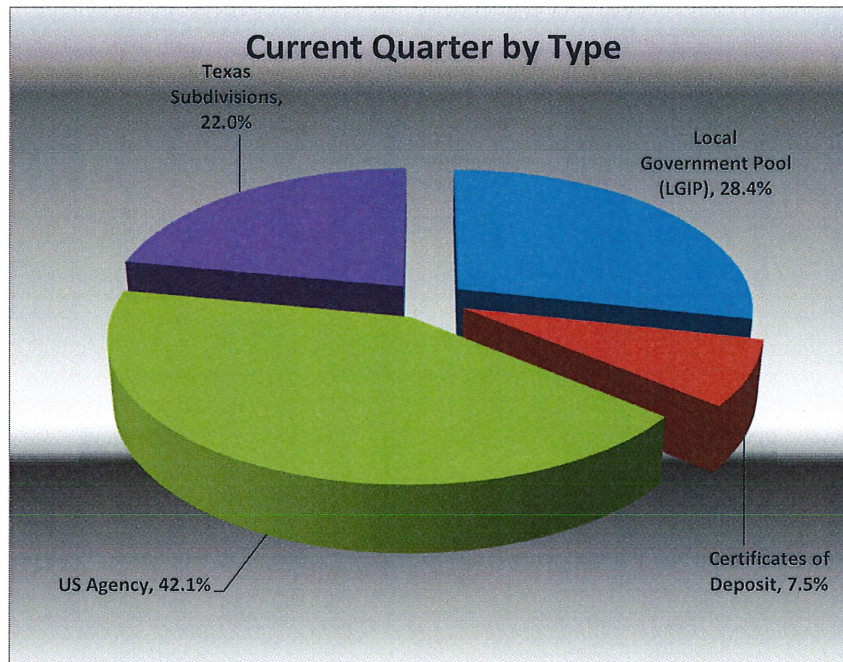
Tammy Davis, Controller and City of Sherman Investment Officer

CUSIP	Settlement Date	Security Type	Security Description	CPN Rate	Maturity Date	Credit Rating	Par Value	Purchase Price	Original Cost	Book Value	Market Price	Market Value	Days to Maturity	YTM
Tex-Pool		LGIP	TexPool			AAAm	\$ 1,024,500	100.00	\$ 1,024,500	\$ 1,024,500	100.00	\$ 1,024,500	1	1.94%
TexStar		LGIP	TexSTAR			AAAm	2,821,058	100.00	2,512,788	2,821,058	100.00	2,821,058	1	1.94%
CD 4176807628	3/27/2018	CD	Landmark Bank	2.11%	3/27/2019		1,000,000	100.00	1,000,000	1,010,665	100.00	1,010,665	178	2.11%
31331KB74	9/30/2015	Agency Bullet	FFCB	1.88%	3/29/2019	AA+	500,000	102.46	512,290	501,747	99.72	498,602	180	1.12%
88213ACF0	7/23/2015	Texas Subdivision	TX St A&M Sys Brd	4.00%	5/15/2019	AA+	500,000	108.07	540,330	506,614	100.89	504,430	227	1.80%
207435MH8	6/1/2016	Texas Subdivision	Conally TX Consol ISD	3.00%	8/15/2019	AAA	150,000	106.42	159,635	152,622	100.94	151,415	319	0.96%
34683CJU1	5/5/2016	Texas Subdivision	Ft Bend Co TX MUD #133	2.00%	9/1/2019	A3	100,000	102.76	102,762	100,762	99.73	99,725	336	1.15%
8827235D7	12/7/2016	Texas Subdivision	TXBL Ref TX Pub Fin Auth Military	4.00%	10/1/2019	AAA	250,000	106.48	266,205	255,753	101.23	253,083	366	1.64%
3134GA2P8	3/2/2017	Agency Callable	FHLMC	1.55%	11/27/2019	AA+	1,200,000	99.99	1,199,880	1,199,949	98.68	1,184,218	423	1.55%
414229FG8	5/5/2016	Texas Subdivision	Harris Co TX MUD #500	4.00%	12/1/2019	AA	315,000	107.76	339,435	322,980	101.21	318,808	427	1.75%
414935LK0	5/3/2016	Texas Subdivision	Harris Co MUD #120	2.00%	8/1/2020	AA	395,000	102.09	403,252	398,570	99.39	392,591	671	1.49%
41456PHW0	8/11/2016	Texas Subdivision	Harris-Montgomery TX MUD # 386	2.00%	9/1/2020	Aa3	350,000	103.16	361,050	355,222	99.78	349,213	702	1.20%
038395EP0	9/6/2016	Texas Subdivision	Aquilla TX Water SUD Series A	3.25%	9/1/2020	A	200,000	107.96	215,910	207,661	101.61	203,226	702	1.20%
038395FD6	9/6/2016	Texas Subdivision	Aquilla TX Water SUD Series B	3.25%	9/1/2020	A	160,000	106.95	171,114	165,352	99.49	159,184	702	1.45%
3130ADUK6	3/30/2018	Agency Callable	FHLB	2.50%	9/29/2020	AA+	1,000,000	100.00	1,000,000	1,000,000	99.02	990,154	730	2.50%
3134GSFE0	2/27/2018	Agency Callable	FHLMC	2.50%	2/26/2021	AA+	1,000,000	100.00	1,000,000	1,000,000	99.00	990,004	880	2.50%
3134GSNJO	6/28/2018	Agency Callable	FHLMC	2.65%	6/28/2021	AA+	1,000,000	100.00	1,000,000	1,000,000	99.33	993,306	1,002	2.65%
34679RNB1	6/6/2017	Texas Subdivision	Fort Bend Co TX MUD #23-A	2.00%	9/1/2021	A3	500,000	101.43	507,125	505,046	98.71	493,535	1,067	1.65%
3134GBRT1	6/29/2017	Agency Callable	FHLMC	2.00%	6/29/2022	Aaa	1,000,000	100.00	1,000,000	1,000,000	96.64	966,367	1,368	2.00%
Total							\$ 13,465,558	\$	13,316,274	\$ 13,528,501		\$ 13,404,084		

CUSIP	Settle Date	Security Description	Maturity Date	Market Value 6/30/2018	Change in Market Value	Market Value 9/30/2018
Tex-Pool		TexPool		\$ 1,018,005	\$ 6,495	\$ 1,024,500
TexStar		TexSTAR		2,512,788	308,270	2,821,058
CD 4176806562	2/22/2017	Landmark Bank	8/22/2018	1,014,386	(1,014,386)	-
CD 4176807610	3/27/2018	Landmark Bank	9/27/2018	1,005,066	(1,005,066)	-
CD 4176807628	3/27/2018	Landmark Bank	3/27/2019	1,005,318	5,347	1,010,665
41421GFW4	2/27/2015	Harris Co TX MUD # 468	9/1/2018	740,548	(740,548)	-
8260YFZ1	6/19/2015	Sienna Plantation MUD	9/1/2018	230,152	(230,152)	-
34680CDA4	6/23/2015	Ft Bend Co TX MUD #128	9/1/2018	650,520	(650,520)	-
955496GC2	8/6/2015	W Ranch TX Mgmt Dist	9/1/2018	339,473	(339,473)	-
41421DRU2	3/24/2016	Harris Co TX MUD #419	9/1/2018	140,309	(140,309)	-
31331KB74	9/30/2015	FFCB	3/29/2019	498,485	117	498,602
88213ACFO	7/23/2015	TX St A&M Sys Brd	5/15/2019	506,595	(2,165)	504,430
207435MH8	6/1/2016	Conally TX Consol ISD	8/15/2019	152,414	(999)	151,415
34683CJU1	5/5/2016	Ft Bend CO TX MUD #133	9/1/2019	100,113	(388)	99,725
8827235D7	12/7/2016	TXBL Ref TX Pub Fin Auth Military	10/1/2019	254,725	(1,642)	253,083
3134GA2P8	3/2/2017	FHLMC	11/27/2019	1,183,795	423	1,184,218
414229FG8	5/5/2016	Harris Co TX MUD #500	12/1/2019	318,812	(4)	318,808
414935LK0	5/3/2016	Harris Co TX MUD #120	8/1/2020	394,988	(2,397)	392,591
4146PHWO	9/6/2016	Harris-Montgomery TX MUD #386	9/1/2020	349,997	(784)	349,213
038395EPO	9/6/2016	Aquilla TX Water SUD Series A	9/1/2020	204,992	(1,766)	203,226
038395FD6	9/6/2016	Aquilla TX Water SUD Series B	9/1/2020	159,931	(747)	159,184
3130AUDK6	3/30/2018	FHLB	9/29/2020	994,369	(4,215)	990,154
3134GSFE0	2/27/2018	Freddie Mac	2/26/2021	994,986	(4,982)	990,004
3134GSNJO	6/28/2018	Freddie Mac	6/28/2021	999,380	(6,074)	993,306
34679RNB1	6/6/2017	Fort Bend Co TX MUD #23-A	9/1/2021	495,915	(2,380)	493,535
3134GBRT1	6/29/2017	FHLMC	6/29/2022	965,166	1,201	966,367
Total				\$ 17,231,228	\$ (3,827,144)	\$ 13,404,084

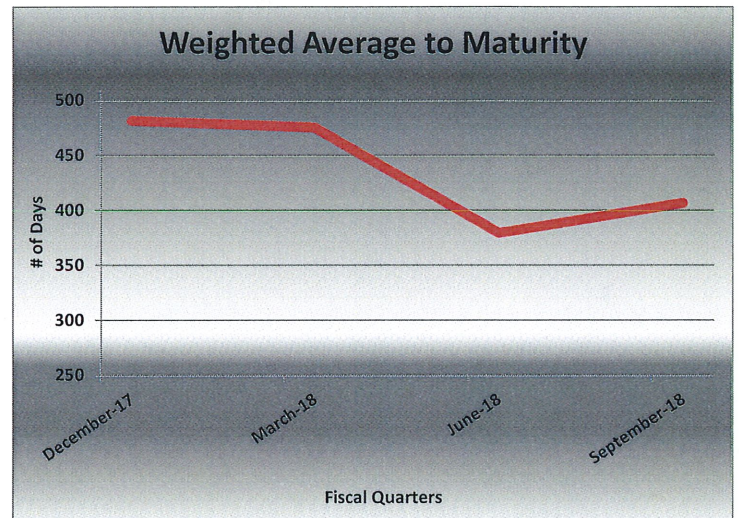
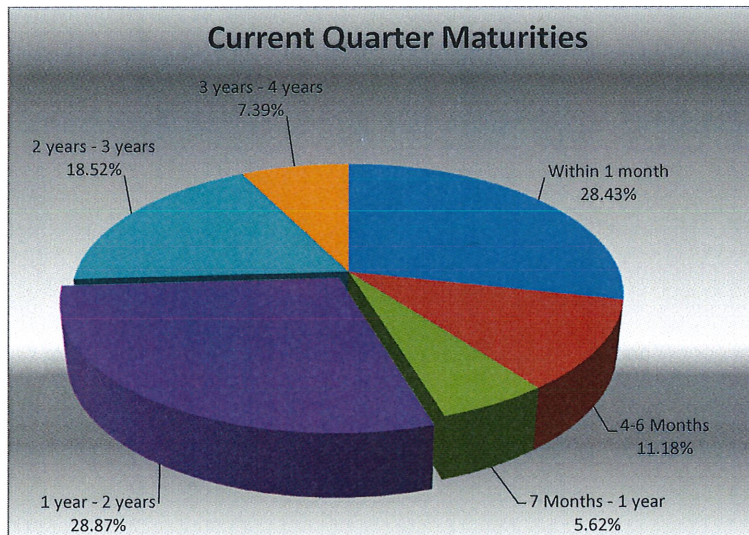
Trade Date	Settle Date	CUSIP	Security Description	Coupon	Maturity Date	Call Date	Par Value	Principal Amount	Interest Purchased/Received	Total Amount	YTM
<u>Maturities</u>											
	7/13/2018	Texstar	LGIP	1.90%	7/13/2018		\$ 1,200,000	\$ 1,200,000	\$ -	\$ 1,200,000	1.90%
	8/22/2018	CD 4176086562	Landmark Bank	1.15%	8/22/2018		1,000,000	1,000,000	2,940	1,002,940	1.15%
	9/1/2018	82620YFZ1	Sienna Plantation TX MUD	2.00%	9/1/2018		230,000	230,000	2,300	232,300	1.73%
	9/1/2018	955496GC2	W Ranch TX Mgmt Dist TX BL	1.65%	9/1/2018		340,000	340,000	2,805	342,805	1.45%
	9/1/2018	34680CDA4	Ft Bend Cnty TX MUD #128	2.00%	9/1/2018		650,000	650,000	6,500	656,500	1.35%
	9/1/2018	41421DRU2	Harris Co TX MUD #419	3.00%	9/1/2018		140,000	140,000	2,100	142,100	1.15%
	9/1/2018	41421GW84	Harris Co TX MUD #468	2.00%	9/1/2018		740,000	740,000	7,400	747,400	1.28%
	9/27/2018	CD 4176807610	Landmark Bank	2.01%	9/27/2018		1,000,000	1,000,000	5,092	1,005,092	2.01%
<u>Purchases</u>											
	9/18/2018	Texstar	LGIP	2.00%	9/18/2018		1,500,000	1,500,000	-	1,500,000	2.00%
<u>Income Payments</u>											
	9/30/2018	TexPool	LGIP	1.94%	9/30/2018		1,024,500		4,979	4,979	1.94%
	9/30/2018	TexStar	LGIP	1.94%	9/30/2018		2,821,058		8,260	8,260	1.94%
	9/27/2018	CD 4176807628	Landmark Bank	2.11%	3/27/2019		1,000,000		5,347	5,347	2.11%
	8/1/2018	414935LK0	Harris Co TX MUD #120	2.00%	8/1/2020		\$395,000		3,950	3,950	1.49%
	8/15/2018	207435MH8	Conally TX Consol ISD	3.00%	8/15/2019		150,000		2,250	2,250	0.96%
	8/27/2018	3134GSFE0	Freddie Mac	2.50%	2/26/2021		1,000,000		12,500	12,500	2.50%
	9/1/2018	3468CJU1	Ft Bend Cnty TX MUD # 133	2.00%	9/1/2019		100,000		1,000	1,000	1.15%
	9/1/2018	41456PHW0	Harris Co TX MUD #386	2.00%	9/1/2020		350,000		3,500	3,500	1.20%
	9/1/2018	038395EPO	Aquilla Tx Water SUD Series A	3.25%	9/1/2020		200,000		3,250	3,250	1.20%
	9/1/2018	038395FD6	Aquilla Tx Water SUD Series B	3.25%	9/1/2020		160,000		2,600	2,600	1.45%
	9/1/2018	34679RNB1	Ft Bend Cnty TX MUD # 23	2.00%	9/1/2021		500,000		5,000	5,000	1.65%
	9/29/2018	31331KB74	FFCB	1.85%	9/29/2019		500,000		4,688	4,688	1.12%
	9/30/2018	3130ADUK6	FHLB	2.50%	9/29/2020		1,000,000		12,500	12,500	2.50%
Total									\$ 98,961		

Cash/Investment Type	Balance 12/31/2017	Balance 3/31/2018	Balance 6/30/2018	Balance 9/30/2018	Percent of Portfolio	Portfolio Cap
Local Government Pool (LGIP)	\$ 1,017,019	\$ 2,022,262	\$ 3,530,793	\$ 3,845,558	28.4%	50.00%
Certificates of Deposit	2,017,164	3,011,550	3,024,770	1,010,665	7.5%	50.00%
US Agency	3,705,624	5,704,002	5,702,564	5,701,696	42.1%	50.00%
Texas Subdivisions	6,176,404	5,711,651	5,082,736	2,970,582	22.0%	50.00%
Total	\$ 12,916,211	\$ 16,449,465	\$ 17,340,863	\$ 13,528,501	100.00%	



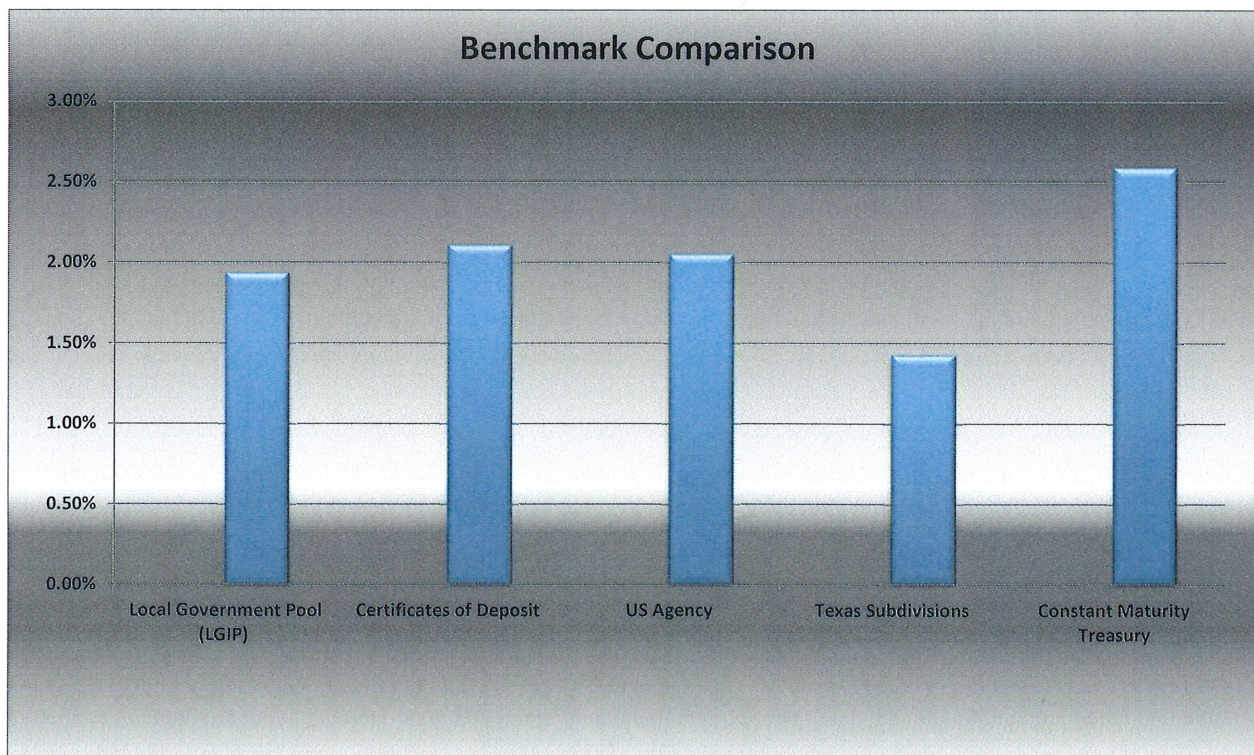
Maturity Time Frame	Balance 12/31/2017	Balance 3/31/2018	Balance 6/30/2018	Balance 9/30/2018	Percent of Portfolio
Within 1 month	\$ 1,017,019	\$ 2,502,287	\$ 3,530,793	\$ 3,845,558	28.43%
2-3 Months	1,459,047	1,135,701	4,121,711	-	0.00%
4-6 Months	1,617,560	4,117,082	-	1,512,412	11.18%
7 Months - 1 year	3,117,413	1,503,496	2,017,203	759,998	5.62%
1 year - 2 years	3,463,450	2,552,341	2,036,163	3,905,487	28.87%
2 years - 3 years	735,554	3,132,800	4,129,667	2,505,046	18.52%
3 years - 4 years	-	505,758	1,505,326	1,000,000	7.39%
4 years - 5 years	1,506,168	1,000,000	-	-	0.00%
	\$ 12,916,211	\$ 16,449,465	\$ 17,340,863	\$ 13,528,501	100.00%

Liquidity Indicator	Maximum Allowable				
Weighted Average Maturity	481.87	475.69	379.71	407.01	500.00



Date Received/ Purchased	CUSIP	Security Description	Coupon	YTM	Interest Purchased/ Received	Accrued Interest/ Amortization	Income Earned
9/30/2018	Tex-Pool	TexPool		1.94%	\$ 4,979	\$ -	\$ 4,979
9/30/2018	TexStar	TexSTAR		1.94%	8,260	-	8,260
9/27/2018	CD 4176807610	Landmark Bank	2.01%	2.01%	5,092	(166)	4,926
8/22/2018	CD 4176806562	Landmark Bank	1.15%	1.15%	2,940	(1,246)	1,694
9/27/2018	CD 4176807628	Landmark Bank	2.11%	2.11%	5,347	-	5,347
8/1/2018	414935LK0	Harris Co MUD #120	2.00%	1.49%	3,950	(2,461)	1,489
8/15/2018	207435MH8	Conally TX Consol ISD	3.00%	0.96%	2,250	(1,876)	374
8/27/2018	3134GSFE0	FHLMC	2.50%	2.50%	12,500	(6,250)	6,250
9/1/2018	34679RNB1	Fort Bend Co TX MUD #23-A	2.00%	1.65%	5,000	(2,920)	2,080
9/1/2018	82620YFZ1	Sienna Plantation MUD	2.00%	1.73%	2,300	(1,626)	674
9/1/2018	3468CDA4	Ft. Bend Co TX MUD #128	2.00%	1.35%	6,500	(5,043)	1,457
9/1/2018	954496GC2	W Ranch TX Mgmt Dist	1.65%	1.45%	2,805	(1,984)	821
9/1/2018	41421DRU2	Harris Co TX MUD #419	3.00%	1.15%	2,100	(1,820)	280
9/1/2018	038395EP0	Aquilla TX Water SUD Series A	3.25%	1.20%	3,250	(2,623)	627
9/1/2018	038395FD6	Aquilla TX Water SUD Series B	3.25%	1.45%	2,600	(1,997)	603
9/1/2018	41456PHW0	Harris Cnty TX MUD#386	2.00%	1.20%	3,500	(2,431)	1,069
9/1/2018	41421GFW4	Harris Co TX MUD # 468	2.00%	1.28%	7,400	(5,830)	1,570
9/1/2018	34683CJU1	Ft Bend Co TX MUD #133	2.00%	1.15%	1,000	(708)	292
9/29/2018	31331KB74	FFCB	1.88%	1.12%	4,688	(3,223)	1,465
9/30/2018	3130ADUK6	FHLB	2.50%	2.50%	12,500	(6,250)	6,250
9/30/2018	31346BRT1	FHLMC	2.00%	2.00%	-	5,000	5,000
9/30/2018	3134GSNJO	FHLMC	2.65%	2.65%	-	6,625	6,625
9/30/2018	8827235D7	TXBL Ref TX Pub Fin Auth Milit	4.00%	1.64%	-	1,062	1,062
9/30/2018	88213ACF0	TX St A&M Sys Brd	4.00%	1.80%	-	2,354	2,354
9/30/2018	3134GA2P8	FHLMC	1.55%	1.55%	-	4,661	4,661
9/30/2018	414229FG8	Harris Co TX MUD #500	4.00%	1.75%	-	1,440	1,440

\$ 98,961 \$ (27,312) \$ 71,649



CITY OF SHERMAN, TEXAS
DEBT PROCEEDS PORTFOLIO SUMMARY
For the Quarter Ending September 30, 2018

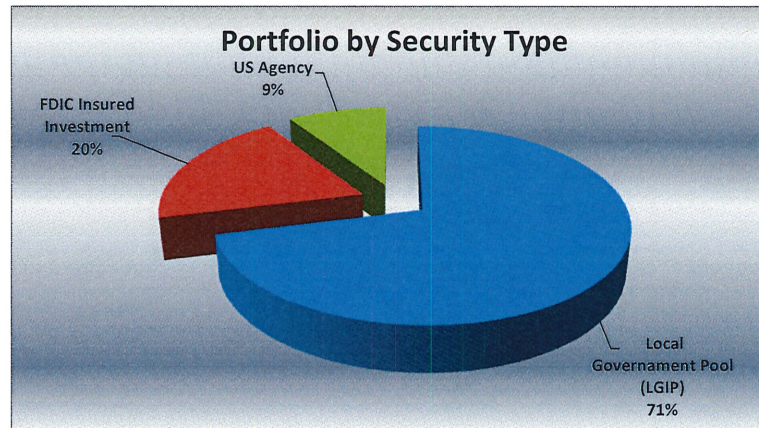
Total Portfolio Summary			
	Current Quarter 9/30/2018	Prior Quarter 6/30/2018	Change From Prior Qtr
Book Value	\$ 32,300,491	\$ 19,534,915	\$ 12,765,576
Market Value	\$ 32,293,911	\$ 19,522,036	\$ 12,771,875
Weighted Average Maturity - Days	7	26	(19)
Weighted Average Yield	1.78%	1.50%	0.28%
Earned Income	\$ 82,058	\$ 80,141	\$ 1,917
Earned Income - Year-to-Date	\$ 287,615	\$ 205,557	\$ 82,058

This report complies with the requirements of the public funds investment law and covers all the funds of the City of Sherman that are subject to that law.

As of September 30, 2018, the City of Sherman's debt proceeds portfolio had a book value of about \$32.3 million, which approximates the market value. Of this amount, approximately \$23.0 million was held in Local Government Investment Pools (LGIP), \$6.3 million was held in FDIC Insured Investment Accounts (Ins Inv), and \$3.0 million was held in U.S. Agency Securities.

The portfolio value increased by \$12.8 million from the previous quarter due to the deposit of \$19.2 million into Local Government Investment Pools (LGIP) for proceeds from the issuance of 2018 Certificates of Obligation and approximately \$6.5 million drawn down for project payments, with \$82,058 interest earned.

The weighted average yield on the portfolio was 1.78%, 34 basis points below the 4-week Constant Maturity Treasury Index of 2.12% and 28 basis points above the previous quarter.



Mary Lawrence

Mary Lawrence, Finance Director and City of Sherman Investment Officer

Tammy Davis

Tammy Davis, Controller and City of Sherman Investment Officer

Name/CUSIP	Debt Issuance	Settlement Date	Security Type	Security Description	Maturity Date	Credit Rating	Par Value	Purchase Price	Original Cost	Book Value	Market Price	Market Value	Days to Maturity	YTM
TexPool	2017A Tax & Muni Drainage Rev Co's		LGIP	TexPool	10/1/2018	AAAm	3,815,608	100.00	3,815,608	3,815,608	100.00	3,815,608	1	1.94%
TexStar	2018 CO's		LGIP	TexStar	10/1/2018	AAAm	19,139,805	100.00	19,139,805	19,139,805	100.00	19,139,805	1	1.94%
Anova	2017 CO's		Ins Inv	Anova	10/1/2018		6,345,290	100.00	6,345,290	6,345,290	100.00	6,345,290	1	1.50%
3133EGW84	2017 CO's	4/21/17	US Agency Bullet	FFCB	12/19/2018	Aaa	3,000,000	99.95	2,998,397	2,999,788	99.78	2,993,208	80	1.20%
Total							\$ 32,300,703	\$	32,299,100	\$	32,300,491	\$	32,293,911	



CITY OF SHERMAN, TX
Market Value Summary
AS of 9/30/2018

CUSIP	Security Type / Description	Maturity Date	Market Value 6/30/2018	Change in Market Value	Market Value 9/30/2018
TexPool 2016 CO's	LGIP		8,646	(8,646)	-
TexStar 2018 CO's	LGIP		-	19,139,805	19,139,805
TexPool 2017A & Muni Drainage Rev CO's	LGIP		3,797,064	18,544	3,815,608
Anova	Ins Inv		12,729,658	(6,384,368)	6,345,290
3133EGW84	US Agency Bullet	12/19/2018	2,986,668	6,540	2,993,208
Total			\$ 19,522,036	\$ 12,771,875	\$ 32,293,911

Settle Date	Name	Security Description	Coupon	Maturity Date	Par Value	Price	Principal Amount	Interest Purchased/Received	Total Amount	YTM
<u>Project Payments</u>										
7/30/2018	2017 CO-Anova	Ins Inv	1.50%		\$ 1,945,620		\$ 1,945,620	\$ -	1,945,620	1.50%
8/13/2018	2017 CO-Anova	Ins Inv	1.50%		2,000,000		2,000,000	-	2,000,000	1.50%
8/13/2018	2017 CO-Anova	Ins Inv	1.50%		729,933		729,933	-	729,933	1.50%
9/14/2018	TexPool 2017A & Muni Drainage Rev CO	LGIP	2.00%		8,675		8,675	-	8,675	2.00%
9/20/2018	2017 CO-Anova	Ins Inv	1.50%		108,325		108,325	-	108,325	1.50%
9/20/2018	2017 CO-Anova	Ins Inv	1.50%		795,212		795,212	-	795,212	1.50%
9/26/2018	2017 CO-Anova	Ins Inv	1.50%		794,540		794,540	-	794,540	1.50%
9/28/2018	2017 CO-Anova	Ins Inv	1.50%		47,814		47,814	-	47,814	1.50%
9/27/2018	2018 CO-TexStar	LGIP	2.00%		86,602		86,602	-	86,602	2.00%
<u>Purchases</u>										
9/6/2018	2018 CO-TexStar	LGIP	2.000%		19,200,000		19,200,000	-	19,200,000	2.00%
<u>Income Payments</u>										
7/31/2018	TexPool Tax & Rev CO	LGIP	1.89%		8,647		8,647	14	14	1.89%
7/31/2018	2017 CO-Anova	Ins Inv	1.50%		12,729,658		12,729,658	16,580	16,580	1.50%
7/31/2018	TexPool 2017A & Muni Drainage Rev CO	LGIP	1.89%		3,797,064		3,797,064	6,094	6,094	1.89%
8/31/2018	TexPool Tax & Rev CO	LGIP	1.92%		8,661		8,661	14	14	1.92%
8/31/2018	2017 CO-Anova	Ins Inv	1.50%		10,800,619		10,800,619	11,628	11,628	1.50%
7/31/2018	TexPool 2017A & Muni Drainage Rev CO	LGIP	1.92%		3,803,158		3,803,158	6,203	6,203	1.92%
9/14/2018	TexPool Tax & Rev CO	LGIP	2.00%		8,635		8,635	6	6	2.00%
9/30/2018	2017 CO-Anova	Ins Inv	1.50%		8,082,314		8,082,314	8,866	8,866	1.50%
9/30/2018	2018 CO-TexStar	LGIP	2.00%		19,139,805		19,139,805	26,406	26,406	2.00%
9/30/2018	TexPool 2017A & Muni Drainage Rev CO	LGIP	2.00%		3,809,361		3,809,361	6,247	6,247	2.00%
Total							\$	82,058		



CITY OF SHERMAN, TX
Comparison by Type
AS of 9/30/2018

Cash / Investment Type	Balance 12/31/2017	Balance 3/31/2018	Balance 6/30/2018	Balance 9/30/2018	Percent of Portfolio	Portfolio Cap
Local Government Pool (LGIP)	\$ 3,776,388	\$3,789,321	\$3,805,710	\$ 22,955,413	71.07%	100.00%
FDIC Insured Investment (Ins Inv)	15,044,226	\$15,021,520	\$12,729,658	6,345,290	19.64%	100.00%
US Agency Bullet	2,999,068	\$2,999,305	\$2,999,547	2,999,788	9.29%	100.00%
Total	\$ 21,819,682	\$ 21,810,146	\$ 19,534,915	\$ 32,300,491	100.00%	



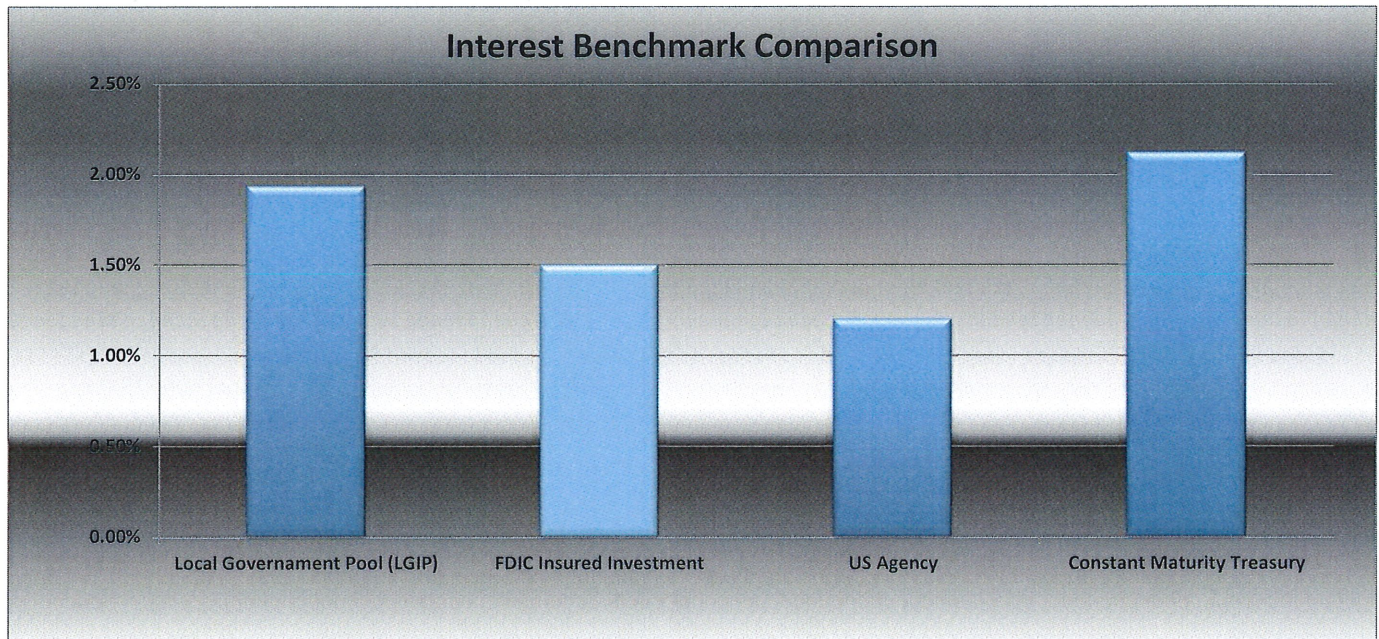
CITY OF SHERMAN, TX
Portfolio by Maturity
AS of 9/30/2018

Maturity Time Frame	Balance 12/31/2017	Balance 3/31/2018	Balance 6/30/2018	Balance 9/30/2018	Percent of Portfolio	Minimum Allowable
Within 1 month	\$ 18,820,614	\$ 18,810,841	\$ 16,535,368	\$10,160,898	77.21%	100.00%
2 months - 1 year	-	-	2,999,547	2,999,788	22.79%	100.00%
1 year - 2 years	2,999,068	2,999,305	-	-	0.00%	100.00%
	\$ 21,819,682	\$ 21,810,146	\$ 19,534,915	\$ 13,160,686		

Liquidity Indicator

Weighted Average Maturity	48.52	36.17	26.41	7.43
---------------------------	-------	-------	-------	------

Date Received/ Purchased	Name	Security Description	Coupon	YTM	Interest Purchased/ Received	Accrued Interest/ Amortization	Income Earned
7/31/2018	TexPool Tax & Rev CO	LGIP		1.89%	14	-	14
7/31/2018	2017 CO-Anova	Insured Investment		1.50%	16,580	-	16,580
7/31/2018	2017A Tax & Muni Drainage Rev Co's	LGIP		1.49%	6,094	-	6,094
8/31/2018	TexPool Tax & Rev CO	LGIP		1.92%	14	-	14
8/31/2018	2017 CO-Anova	Insured Investment		1.50%	11,628	-	11,628
8/31/2018	2017A Tax & Muni Drainage Rev Co's	LGIP		1.49%	6,203	-	6,203
9/14/2018	TexPool Tax & Rev CO	LGIP		2.00%	6	-	6
9/30/2018	2017 CO-Anova	Insured Investment		1.50%	8,866	-	8,866
9/30/2018	2018 CO-TexStar	LGIP		2.00%	\$ 26,406	-	26,406
9/30/2018	2017A Tax & Muni Drainage Rev Co's	LGIP		2.00%	\$ 6,247	-	6,247
					\$ 82,058	\$ -	\$ 82,058





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

G.3.

Meeting Date: 11/05/2018

Prepared By: Scott Shadden, Director of Developmental Services

Approved By: Robby Hefton, City Manager

Caption:

*** OTHER BUSINESS**

Variance and Site Plan Approval for Douglass Distributing, Owners; EIKON, Architect/Engineer; and Chris Frerich, Representative under Ordinance No. 2252, Article IV, Sections 410 (2)(g) to allow a 10' Setback from the F.M. 1417 (Vietnam Veterans Parkway) Property Line for a Vacuum Canopy for Legacy Village Gas Station, Convenience Store and Car Wash in the Blalock Industrial Park at 3707 South U.S. Highway 75

Issue:

Variance and site plan approval for Douglass Distributing, Owners; EIKON, Architect/Engineer; and Chris Frerich, Representative under Ordinance No. 2252, Article IV, Sections 410 (2)(g) for a variance to allow a 10' setback from the F.M. 1417 (Vietnam Veterans Parkway) property line for a vacuum canopy for Legacy Village Gas Station, Convenience Store and Car Wash in the Blalock Industrial Park at 3707 South U.S. Highway 75

Background:

The property is located at 3707 South U.S. Highway 75; the southeast corner of U.S. Highway 75 and East F.M. 1417 (Vietnam Veterans Parkway). It is located in the Blalock Industrial Park and Blalock Commercial Overlay District. Site plan approval for Legacy Village Gas Station, Convenience Store and Car Wash was approved at the September 18, 2018 Planning and Zoning Commission Meeting and forwarded to the October 15, 2018 City Council Meeting.

The owners are requesting a variance to construct the vacuum canopy 10' from the F.M. 1417 property line to provide patrons with a sun shade so that they can keep cool in the summer and dry when it is raining. The proposed canopy is approximately 10' tall and will be constructed of small thin material.

Origination:

Douglass Distributing (Owners)

EIKON (Architect/Engineer)

Chris Frerich (Representative)

Financial Consideration:

None

Staff Recommendation:

At the October 16, 2018 regular meeting, the Planning & Zoning Board voted 7/0 to recommend to the City Council that the variance and site plan be approved subject to the Staff Review Letter.

Alternatives:

None

Attachments

Location Map
Zoning Map
Zoning Sign Photo
Plat
Site Plan
Elevations
Staff Review Letter
P&Z Communication



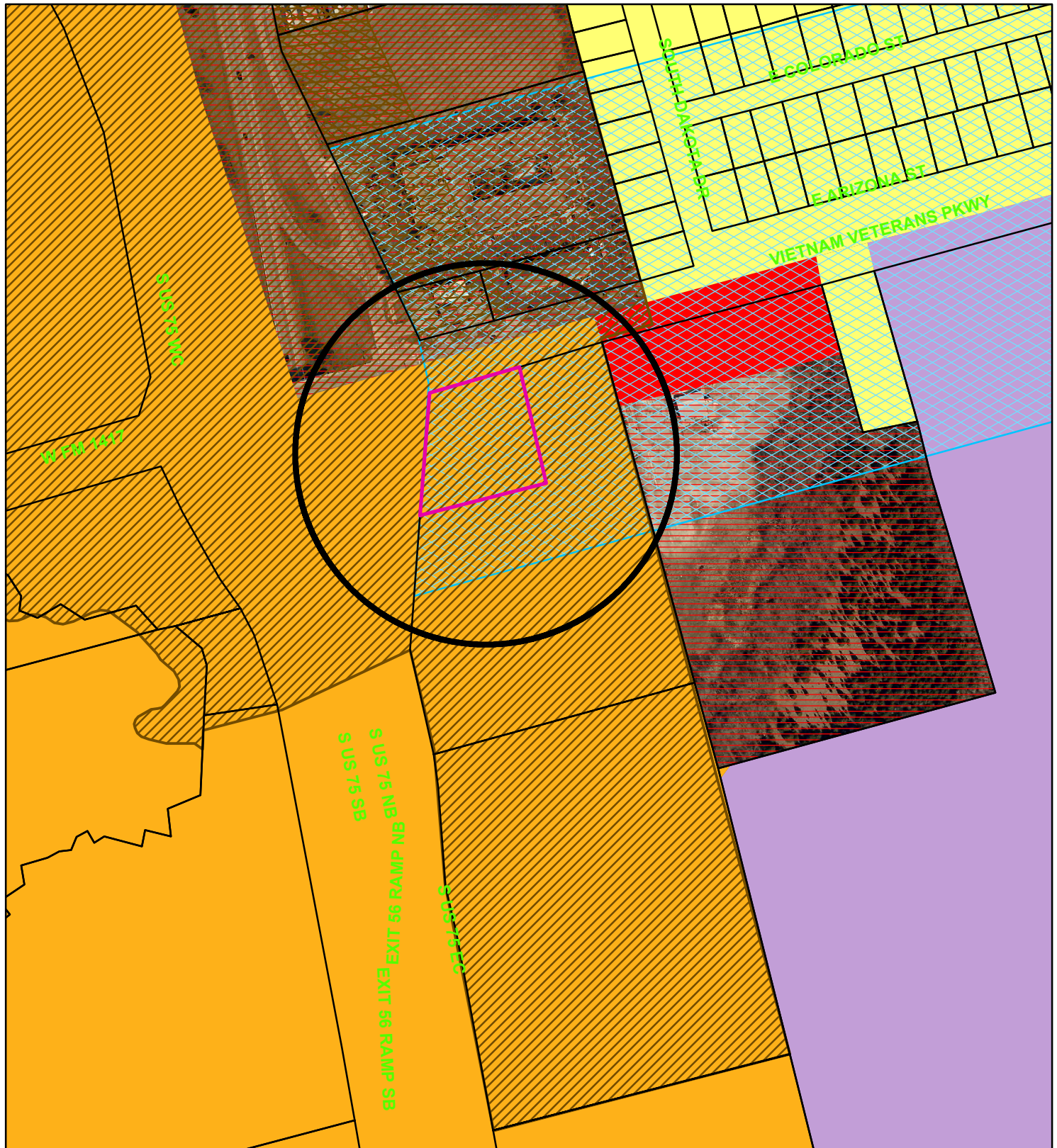
3707 S. U.S. Highway 75



3707 S. U.S. Highway 75



1 in = 600 ft



Zoning - 3707 South U.S. Highway 75

Legend

Special Districts Overlay

DISTRICT_NAME	
Arts and Cultural District	
Blalock Commercial Overlay District	
Central Business District	
College Park District	
Downtown Overlay District	
Historic Preservation District	
Transportation Corridor	

Representation: ShermGIS.DBO.TransportationCorridor_Rep

FM 1417	
Sam Rayburn Freeway	
US Hwy 82 and 75	
SH 289	
FM 691	

Zoning Districts

Representation: ShermGIS.DBO.ZoningDistrict_Rep

Unknown	
BIP Blalock Industrial Park	
C-1 Retail Business District	

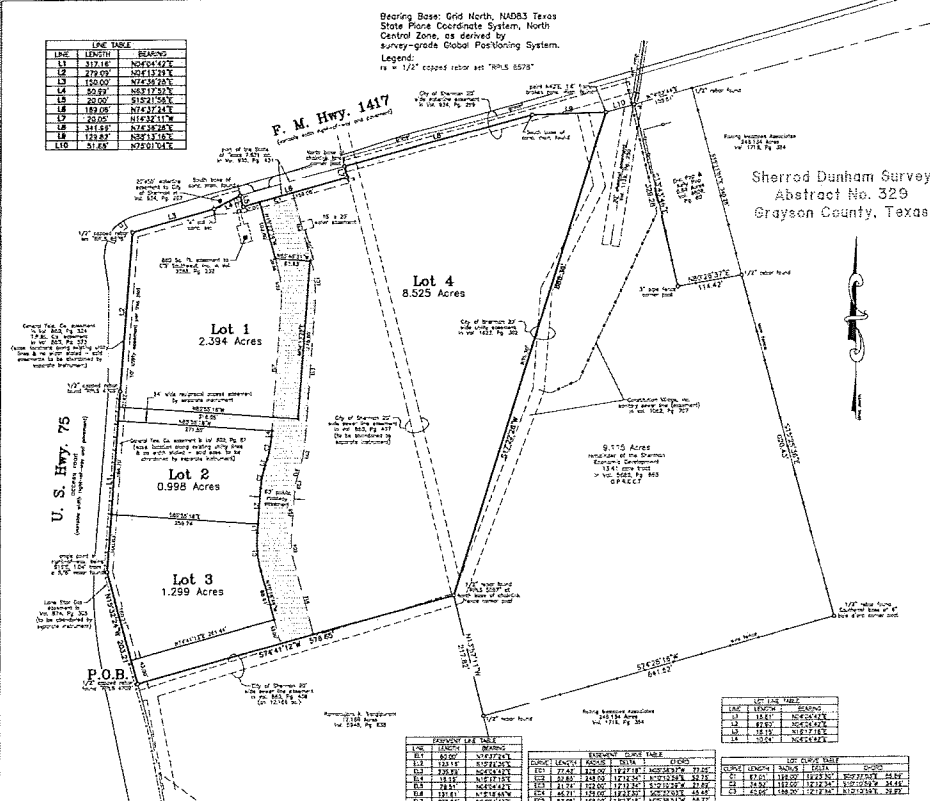
C-2 General Commercial District	
CO Office District	
Lakes	
M-1 Light Manufacturing District	
M-1.5 Medium Manufacturing District	
M-2 Heavy Manufacturing District	
MH Manufacturing Housing District	
R-1 One Family Residential District	
R-2 Multi-Family Residential District	
R-A Single Family Agricultural District	
SF-1 Single Family Residential District	



1 in = 300 ft

3707 South U.S. Highway 75





Filed for Record
in the Official Records of:
Grayson County, Texas
On: 5/17/2018 2:05:42 PM
in the PLAT RECORDS
MBG SHERMAN ADDITION
Doc Number: 2018-51
Number of Pages: 2
Amount: \$5.00
Order: 2018051000105
By: JM

MBG Sherman Addition to the City of Sherman, Texas 13.215 Acres in the

Sherrod Dunham Survey Abstract No. 329

General Notes:

- Water supply to be provided by the City of Sherman.
- Sanitary service to be provided by the City of Sherman.
- Electricity service to be provided by Oncor Electric Delivery Co.
- Blocking the flow of water or construction of improvements in drainage easements, and filling or destruction of the roadway is prohibited.
- Any existing drains or drainage channels flowing along or across the addition will remain as open channels and will be maintained by the individual owners of the lot in which they are located or adjacent to the drainage course along or across said lots.
- City of Sherman will not be responsible for the maintenance and operation of said drainage ways or for the control of erosion.
- The property shown on the plat herein lies within a Zone "C" (once determined to be within 500-year floodplain) designation, as shown on the Flood Insurance Rate Map for Grayson County, Texas and Incorporated Areas, Map No. 45818C0205 F, Revised Date: September 26, 2002.
- Neither the City of Sherman nor the undersigned surveyor will be responsible for any damage, personal injury or loss of life or property occasioned by flooding or flooding conditions.
- The owners and builders must comply with all other state and federal regulations regarding developments of this type.

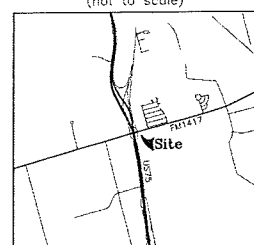
Hevelly-Wagner Surveying, Inc.
222 W. Main St., Denton, Texas 76202
Ph: (930) 463-6191 Fax: (930) 463-4008
Email: hwsurvey@att.net
Texas Board of Professional Land Surveying
Firm Registration No. 10086100

Sherman Economic Development Corporation
Owner

Job No. CGS57318
GRAPHIC SCALE

1" = 100.00'

Location Map (not to scale)



SITUATED in the County of Grayson, State of Texas, and being a part of the Sherrod Dunham Survey, Abstract No. 329, and being all of the following two (2) tracts of land: 1) 1.49 ac. tract of land conveyed to Sherman Economic Development Corporation by the City of Sherman by Special Warranty Deed dated October 2, 2017 and recorded in Document No. 2017-23385, Official Public Records, Grayson County, Texas; 2) the 7.409 ac. tract of land conveyed to Sherman Economic Development Corporation by the City of Sherman, Texas by Special Warranty Deed dated October 2, 2017 and recorded in Document No. 2017-23055, Official Public Records and being a part of the 13.41 ac. tract of land conveyed to Sherman Economic Development Corporation by Garcho Corporation by Warranty Deed dated August 25, 2015 and recorded in Volume 5530, Page 685, said Official Public Records, and being more particularly described as one tract of land by metes and bounds as follows, to-wit:

BEING all of a 1/2 inch capped rebar found stamped "RPLS 4709" in the East right-of-way line of U.S. Highway No. 75, at the Northeast corner of the 12.165 ac. tract of land conveyed to Sherman Economic Development Corporation in Volume 5548, Page 639, said Official Public Records, at the Southwest corner of said Sherman Economic Development Corporation 7.409 ac., at the most Westerly Southeast corner of the herein described tract.

THENCE North 15 deg. 32 min. 24 sec. West, with the East right-of-way line of said U.S. Hwy. 75 and a West line of said Sherman Economic Development Corporation 7.409 ac., a distance of 203.91 ft. to an angle point, being South 19 deg. East, 1.04 ft. from a 3/8 inch rebar found;

THENCE North 04 deg. 04 min. 42 sec. East, continuing with the East right-of-way line of said U.S. Hwy. 75 and a West line of said Sherman Economic Development Corporation 7.409 ac., a distance of 312.16 ft. to a 1/2 inch capped rebar found stamped "RPLS 4709" at the most Westerly Northeast corner of said Sherman Economic Development Corporation 7.409 ac., at the Southwest corner of said Sherman Economic Development Corporation 1.49 ac.;

THENCE North 04 deg. 13 min. 29 sec. East, continuing with the East right-of-way line of said U.S. Hwy. 75 and a West line of said Sherman Economic Development Corporation 1.49 ac., a distance of 278.00 ft. to a 1/2 inch capped rebar set stamped "RPLS 6578" at the intersection of the East right-of-way line of said U.S. Hwy. 75 with the South right-of-way line of F.M. Highway No. 1417, at the Northeast corner of both said Sherman Economic Development Corporation 1.49 ac. and the herein described tract;

THENCE North 74 deg. 36 min. 28 sec. East, with the South right-of-way line of said F.M. Hwy. 1417 and the North line of said Sherman Economic Development Corporation 1.49 ac., a distance of 150.00 ft. to an "X" cut in concrete set, at an angle point;

THENCE North 63 deg. 17 min. 52 sec. East, continuing with the South right-of-way line of said F.M. Hwy. 1417 and the North line of said Sherman Economic Development Corporation 1.49 ac., a distance of 50.93 ft. to a point at the South base of a concrete monument found at the Northeast corner of said Sherman Economic Development Corporation 1.49 ac., a distance of 20.00 ft. to a 1/2 inch capped rebar set stamped "RPLS 6578" at an ell corner of said Sherman Economic Development Corporation 7.409 ac.;

THENCE South 15 deg. 37 min. 58 sec. East, with the East line of said Sherman Economic Development Corporation 1.49 ac., a distance of 20.00 ft. to a 1/2 inch capped rebar set stamped "RPLS 6578" in the West line of said Sherman Economic Development Corporation 13.41 ac., at the Northeast corner of said Sherman Economic Development Corporation 7.409 ac.;

THENCE North 74 deg. 37 min. 24 sec. East, with a North line of said Sherman Economic Development Corporation 7.409 ac., a distance of 189.06 ft. to a 1/2 inch capped rebar set stamped "RPLS 6578" in the West line of said Sherman Economic Development Corporation 13.41 ac., at the Northeast corner of said Sherman Economic Development Corporation 7.409 ac.;

THENCE North 14 deg. 32 min. 11 sec. West, with the West line of said Sherman Economic Development Corporation 13.41 ac., a distance of 20.00 ft. to a point at the North base of a chainlink fence corner post, in the South right-of-way line of said F.M. Hwy. 1417, at the Northeast corner of said Sherman Economic Development Corporation 13.41 ac., a distance of 341.95 ft. to a point at the South base of a concrete monument found, at an angle point;

THENCE North 88 deg. 13 min. 16 sec. East, continuing with the South right-of-way line of said F.M. Hwy. 1417 and a North line of said Sherman Economic Development Corporation 13.41 ac., a distance of 128.82 ft. to a point at a 1/2 inch capped rebar set, stamped "RPLS 6578" at the Northeast corner of the herein described tract and being North 42 deg. East, 1.6 ft. from a broken concrete monument found;

THENCE South 17 deg. 22 min. 26 sec. West, over and across said Sherman Economic Development Corporation 13.41 ac., a distance of 866.39 ft. to a 1/2 inch rebar found at the North base of a chainlink fence corner post, at the Northeast corner of said Vanquippum 12.165 ac., at the Southeast corner of said Sherman Economic Development Corporation 7.409 ac., passing a chainlink fence corner post at a fence corner and continuing for a total distance of 376.65 ft. to the PLACE OF BEGINNING and containing 13.215 ACRES of land.

I, Kate A. Wagner, Registered Professional Land Surveyor, do hereby certify that a survey was made on the ground of the property shown herein under my personal care and direct supervision, and that the corner monument meets the standards set according to the Subdivision Regulations of the City of Sherman, Texas.

Kate A. Wagner 5/17/18
Kate A. Wagner, R. L. No. 6578 Date:

I, Brad Douglas, Authorized Agent for Sherman Economic Development Corporation, owner of MBG Sherman Addition, to the City of Sherman, Texas, do hereby dedicate the streets and easements shown herein to the public use forever.

Brad Douglas
Brad Douglas
Authorized Agent for Sherman Economic Development Corporation

Before me the undersigned, a notary public in and for said County and State, on this day personally appeared Brad Douglas, 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 expressed and in the capacity therein stated.

Given under my hand and seal of office this 1st day of May, 2018.

Robin Dean
Robin Dean
Notary Public, Grayson County, Texas



City of Sherman

This, the final plat of MBG Sherman Addition to the City of Sherman, Texas, is hereby approved this 17th day of April, 2018, by the Planning and Zoning Commission of the City of Sherman, Texas.

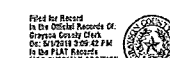
Chairman *Secretary*

This, the final plat of MBG Sherman Addition to the City of Sherman, Texas, is hereby approved this 27th day of April, 2018, by the City Council of the City of Sherman, Texas.

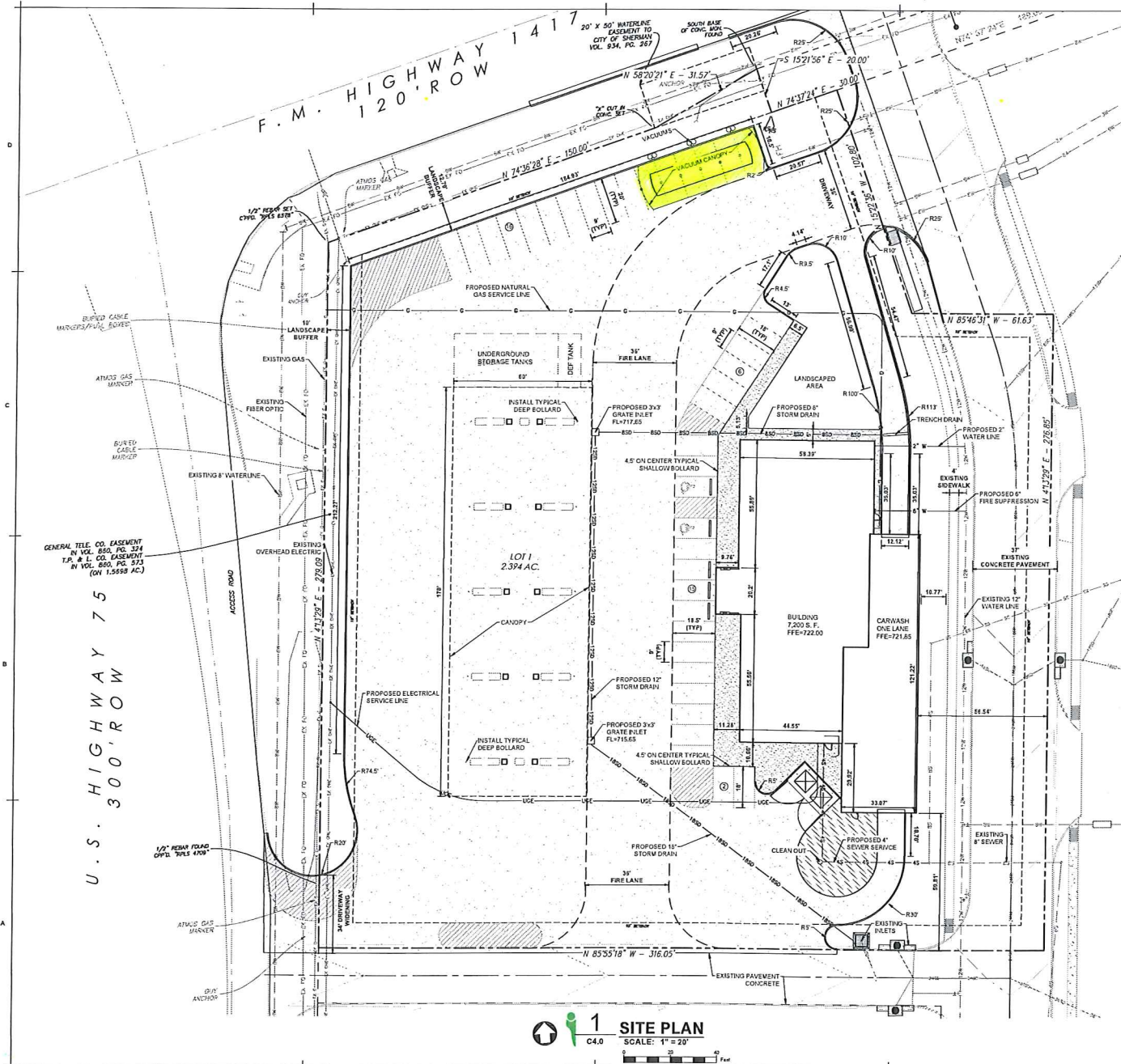
ACCEPTED BY THE CITY COUNCIL OF SHERMAN, TEXAS: 5/17/2018
MAYOR, CITY OF SHERMAN, TEXAS DATE

The undersigned, the City Clerk of the City of Sherman, Texas, does hereby certify that the foregoing final plat of MBG Sherman Addition to the City of Sherman, Texas, was submitted to the city council of Sherman, Texas, on the 27th day of April, 2018, and that the City Council, by formal action, then and there accepted the public dedication of easements and public roadway easements and other public areas, as shown and set forth in and upon said plat, and said City Council further authorized the Mayor to note the acceptance thereof by signing his name as here above subscribed.

CERTIFIED THIS 1st DAY OF May, 2018, BY Robin Dean
CITY CLERK, CITY OF SHERMAN, TEXAS



Hevelly-Wagner Surveying, Inc.
222 W. Main St., Denton, Texas 76202
Ph: (930) 463-6191 Fax: (930) 463-4008
Email: hwsurvey@att.net
Texas Board of Professional Land Surveying
Firm Registration No. 10086100



- LEGEND - SITE PLAN**
- PROPERTY LINE
 - ADJACENT PROPERTY LINE
 - BUILDING SETBACK
 - EASEMENT
 - FIRE LANE STRIP
 - PROPOSED WATER LINE
 - PROPOSED SANITARY SEWER LINE
 - PROPOSED STORM SEWER LINE
 - EXISTING WATER LINE
 - EXISTING SANITARY SEWER LINE
 - EXISTING STORM SEWER LINE
 - EXISTING GAS LINE
 - EXISTING OVERHEAD ELECTRIC LINE
 - EXISTING UNDERGROUND ELECTRIC LINE
 - EXISTING UNDERGROUND TELEPHONE LINE
 - EXISTING UNDERGROUND CABLE LINE
 - PROPOSED CONCRETE PAVEMENT
 - PROPOSED ASPHALT PAVEMENT
 - PROPOSED SIDEWALK
 - EXISTING TREE TO REMAIN
 - PROPOSED FIRE HYDRANT
 - PROPOSED GATE VALVE
 - PROPOSED WATER METER
 - PROPOSED MANHOLE
 - EXISTING FIRE HYDRANT
 - EXISTING GATE VALVE
 - EXISTING WATER METER
 - EXISTING MANHOLE
 - EXISTING POWER POLE

SITE PLAN NOTES

- This property is currently zoned "Black Industrial Park". An application for rezoning will be requested to change the zoning to "C-2 General Commercial".
- Owner & Applicant: Douglas Distributing
305 E. Forest Ave.
Sherman Texas 75090
939.416.7000
- Proposed Use: Gas Station, Convenience Store, & Car Wash
The total proposed site area is 1.853 acres.
- BUILDING USAGE DETAILS:**
7,200 S.F. Convenience Store (general retail)
1 Car Wash Lane
20 Gas Pumps
- PARKING ANALYSIS:**
Required Spaces: 1 parking space per 2000 retail + 3 wash lane
(7,200/2000) + 36 Required Retail Spaces
1 Wash lane = 3 Required Car Wash Spaces
Total Required Parking Spaces: 39 spaces
Total Parking Spaces Provided: 39 spaces
Handicap Spaces Required: 2 spaces
Total Handicap Spaces Provided: 2 spaces
- This building will be protected by a fire sprinkler system.
- According to the Flood Insurance Rate Map for Grayson County, Texas (Map Number 481610C005P), effective September 29, 2019 no portion of this property is located in a Special Flood Hazard Area.
- Building Setbacks shall comply with the City of Sherman Zoning Ordinances for category "C-2 Commercial"
Front Setback = 10'
Side & Rear Setback = 10'
- Proposed Site Coverage:**
Total site area is 104,264 S.F.
Total building area is 10,687 S.F. (10.2% of the total site)
Total parking & sidewalk area is 77,550 S.F. (74.4% of the total site)
Total landscape area is 15,887 S.F. (15.3% of the total site)
- Landscaping notes:**
Landscaping shall consist of trees, shrubs, and ground cover in the areas devoted on this site plan. All landscape areas shall be irrigated. Landscaping plans shall be submitted with detailed construction drawings for City Permit approval. Landscaping shall be installed during site construction, prior to the issuance of a Certificate of Occupancy. All landscaping will comply with the City of Sherman requirements.
- Signage will be permitted separately.
- All construction shall comply with all City of Sherman specifications, details, and guidelines.



1 VICINITY MAP
SCALE: NOT TO SCALE

Certificate of Approval
City of Sherman

EIKON
www.eikongroup.com
Texas Firm #12759
ARCHITECT & ENGINEERS
Eikon Consulting Group
1405 West Chapman Drive
Banger, Texas 76206
Phone 936.458.7500

THE DOCUMENTS
RELEASED FOR THE
PURPOSE OF REVIEW
HEREIN ARE THE
PROPERTY OF
EIKON CONSULTING GROUP
P.L.L.C.
INTENT TO BE USED FOR
CONSTRUCTION PURPOSES

Legacy Village Gas Station & Convenience Store
NOT FOR CONSTRUCTION
FM 1417
Sherman, TX 75090

Issue Date: 06-23-2018
Project No: 18103
Drawn By: RM
Checked By: RM
Designed By: CDF

Revision Schedule

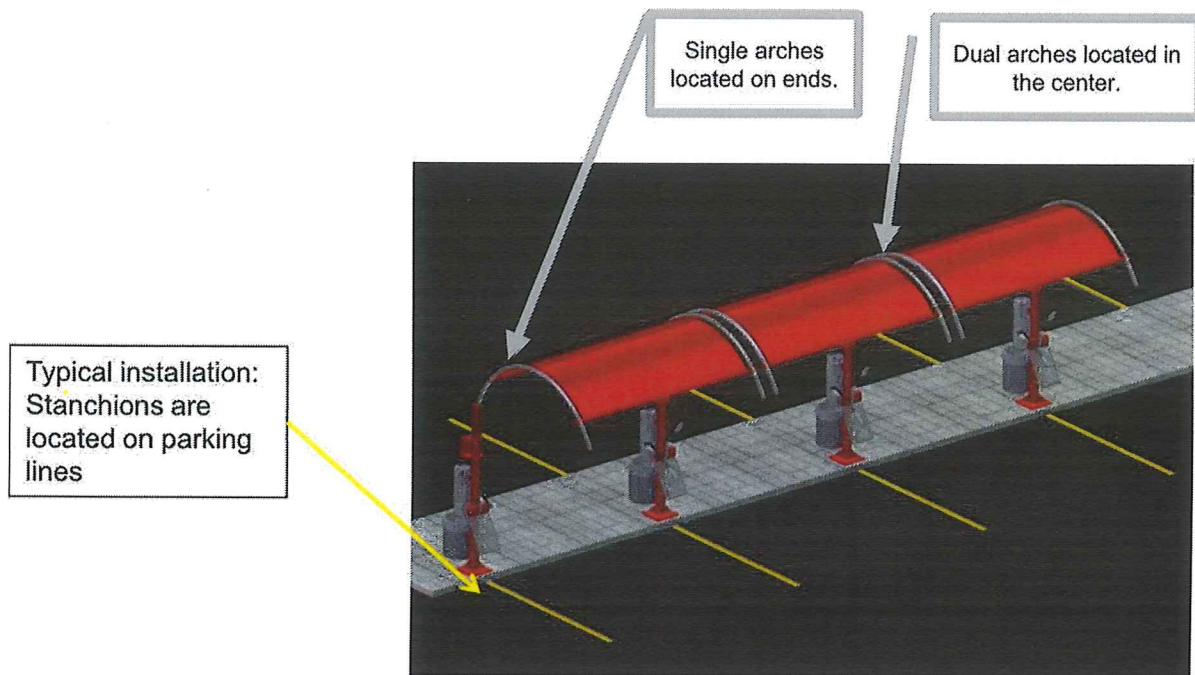
1 Description 1 Date

SITE PLAN

C4.0

September 12, 2018

Here is a diagram of the proposed vacuum canopy from the manufacturer of the unit:



We believe that giving a variance from the setback requirements for this particular structure will not compromise the purposes of the setback requirements in general, and may in fact help to achieve those goals. The proposed canopy would be located more than 10 feet from the property line, still keeping the clear visual delineation from the roadway and the property. The canopy is approximately 10 feet tall, so it will not impose on vehicular or pedestrian traffic like a brick or wood framed structure would. The canopy is also constructed of small, thin material and not large or monolithic members, so it can easily be removed should construction along the main thoroughfare necessitate it.

We believe that allowing a variance for this canopy will still achieve the City's goals while offering the property owner increased functionality.

If you have any questions, please call me at 940-458-7503.

Sincerely,



Christopher P. Frerich, PE

STAFF REVIEW LETTER

October 9, 2018

Douglass Distributing
Bill Douglass
325 E. Forest Ave.
Sherman, TX 75090

EIKON
Chris Frerich
1405 W. Chapman Dr.
Sanger, TX 76266

Dear Applicants,

The request for a variance and site plan approval to allow a 10' setback from the FM 1417 (Vietnam Veteran's Parkway) property line for a vacuum canopy for Legacy Village Gas Station, Convenience Store and Car Wash in lieu of the required 55.7' in the Blalock Industrial Park located at 3707 South U.S. Highway 75 has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, October 16, 2018 at 5:00 P.M., in the City Council Chambers, City Hall at 220 W. Mulberry.

City staff has reviewed your request with regards to engineering and development guidelines and finds the following items need to be addressed:

Zoning:

1. All aspects of the Blalock Industrial Park and the Blalock Commercial Overlay District must be followed.
2. The setbacks from all property lines shall be 55.7 foot unless a variance is approved.
3. Fire access, lanes and codes shall be coordinated with the Fire Marshal (903.892.7267).
4. All parking shall be on private property and shall not encroach into U.S. Highway 75 access road or FM 1417 (Vietnam Veterans Parkway) right-of-way.
5. Parking is permitted on paved surfaces only (concrete or asphalt); a parking space is considered to be 9'x20.
6. Review the zoning and development ordinance for additional requirements.
7. Site plan approval is valid for a period of one year, if progress has not been made within that time period; resubmission to the Planning & Zoning Commission is required.

Any other changes made to the site plan prior to the final fulfillment of the conditions of the staff review, must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

You are hereby notified to be present, either in person or by your authorized representative to present your request on the date and time stated above.

If additional information or clarification is needed, do not hesitate to contact Scott Shadden at 903-892-7229 prior to the meeting.

Respectfully,



Scott Shadden
Secretary, Planning and Zoning Board and Board of Adjustment

CC:	Robby Hefton, City Manager	Danny Fuller, Fire Marshal
	Mark Gibson, Director of Utilities	Brandon Shelby, City Attorney
	Clint Philpott, P.E., Director of Engineering	Steve Ayers, Asst. City Manager
	Amber Doan, Engineering Coordinator	



**Planning & Zoning Commission and Board of
Adjustments**

Agenda Item No. 17.

Meeting Date: 10/16/2018

Prepared by: Patsy Reeves, Developmental Services Admin Secretary
Scott Shadden, Director of Development Services

Clay Mahone, Chairman

Eric Elliott, Vice Chairman

Shawn Davis, Commissioner

Jeff Adams, Commissioner

David Downtain, Commissioner

Trish Wood, Commissioner

Leigh Ann Sims, Commissioner

Requested Action/Proposed Use:

3707 SOUTH U.S. HIGHWAY 75

The request of Douglass Distributing (Owner), EIKON (Architect/Engineer) and Chris Frerich (Representative) concerning the property located at 3707 South U. S. Highway 75, being Lot 1, Block 1, MBG Sherman Addition, as follows:

Planning and Zoning Commission

Variance and site plan approval to Ordinance No. 2252, Article IV, Section 410 (2) (g) to allow a 10' setback from the FM 1417 (Vietnam Veteran's Parkway) property line for a vacuum canopy for Legacy Village Gas Station, Convenience Store and Car Wash in lieu of the required 55.7' in the Blalock Industrial Park.

Background:

The property is located at 3707 South U.S. Highway 75; the southeast corner of Highway 75 and East FM 1417 (Vietnam Veteran's Parkway). It is located in the Blalock Industrial Park and Blalock Commercial Overlay District. Site plan approval for Legacy Village Gas Station, Convenience Store and Car Wash was approved at the September 18, 2018, Planning and Zoning Commission Meeting and forwarded to the October 15, 2018, City Council Meeting.

The owner is requesting a variance to construct the vacuum canopy, 10' from the FM 1417 property line to provide patrons with a sun shade so that they can keep cool in the summer and dry when it is raining. The proposed canopy is approximately 10' tall and will be constructed of small thin material.

Adjacent Zoning:

Blalock Commercial Overlay District
Blalock Industrial Park

Origination:

Douglass Distributing (Owner)
EIKON (Architect/Engineer)
Chris Frerich (Representative)

Master Plan Designation:

Public/Institutional – The Public and Institutional character type includes schools, churches, and other public services for the City. Buildings may be designed to act as landmarks and this urban design adds flair to a neighborhood.

Suburban Commercial - Suburban character primarily from reduced site coverage relative to more auto-oriented commercial development. Especially at key community entries and along high-profile corridors, may also involve other criteria to yield less intensive and more attractive development outcomes relative to auto-oriented areas, including higher standards for landscaping (along street frontages and within parking areas), signs, and building design. Range of commercial retail and service uses, at varying scales and intensities depending on the site.

Number of notices mailed:

43

Objections Received:

0

Attachments

Location Map
Zoning Map
Zoning Sign Photo
Plat
Site Plan
Elevations
Staff Review Letter



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

G.4.

Meeting Date: 11/05/2018

Prepared By: Scott Shadden, Director of Developmental Services

Approved By: Robby Hefton, City Manager

Caption:

*** OTHER BUSINESS**

Replat Approval of Earnhartbuilt's First Addition, being a Replat of Lots 1 & 2, Block 7, of the Slagle Replat of Block 7 of Christian College Addition, being all of Lots 1 & 2, Block 7 of the Slagle Replat of Block 7, Christian College Addition, containing 0.544 acres in the G.B. Pilant Survey, Abstract No. 963; 2101 & 2103 E Pecan Series, LLC, Owners; Earnhartbuilt, LLC, Developer; and Copley Land Surveying, Surveyor (2100 block of East Mulberry Street)

Issue:

To consider Replat approval of Earnhartbuilt's First Addition, being a Replat of Lots 1 & 2, Block 7, of the Slagle Replat of Block 7 of Christian College Addition, being all of Lots 1 & 2, Block 7 of the Slagle Replat of Block 7, Christian College Addition, containing 0.544 acres in the G.B. Pilant Survey, Abstract No. 963, located in the 2100 block of East Mulberry Street

Background:

The property is located in the 2100 block of East Mulberry Street between Elliott Avenue and Colbert Street. The owners would like to replat the property into three, fifty foot lots for residential development.

Origination:

2101 & 2103 E Pecan Series, LLC (Owners)
Earnhartbuilt, LLC (Developer)
Copley Land Surveying (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the October 16, 2018 regular meeting, the Planning & Zoning Board voted unanimously to recommend to the City Council that the Replat be approved subject to the Staff Review Letter.

Alternatives:

None

Attachments

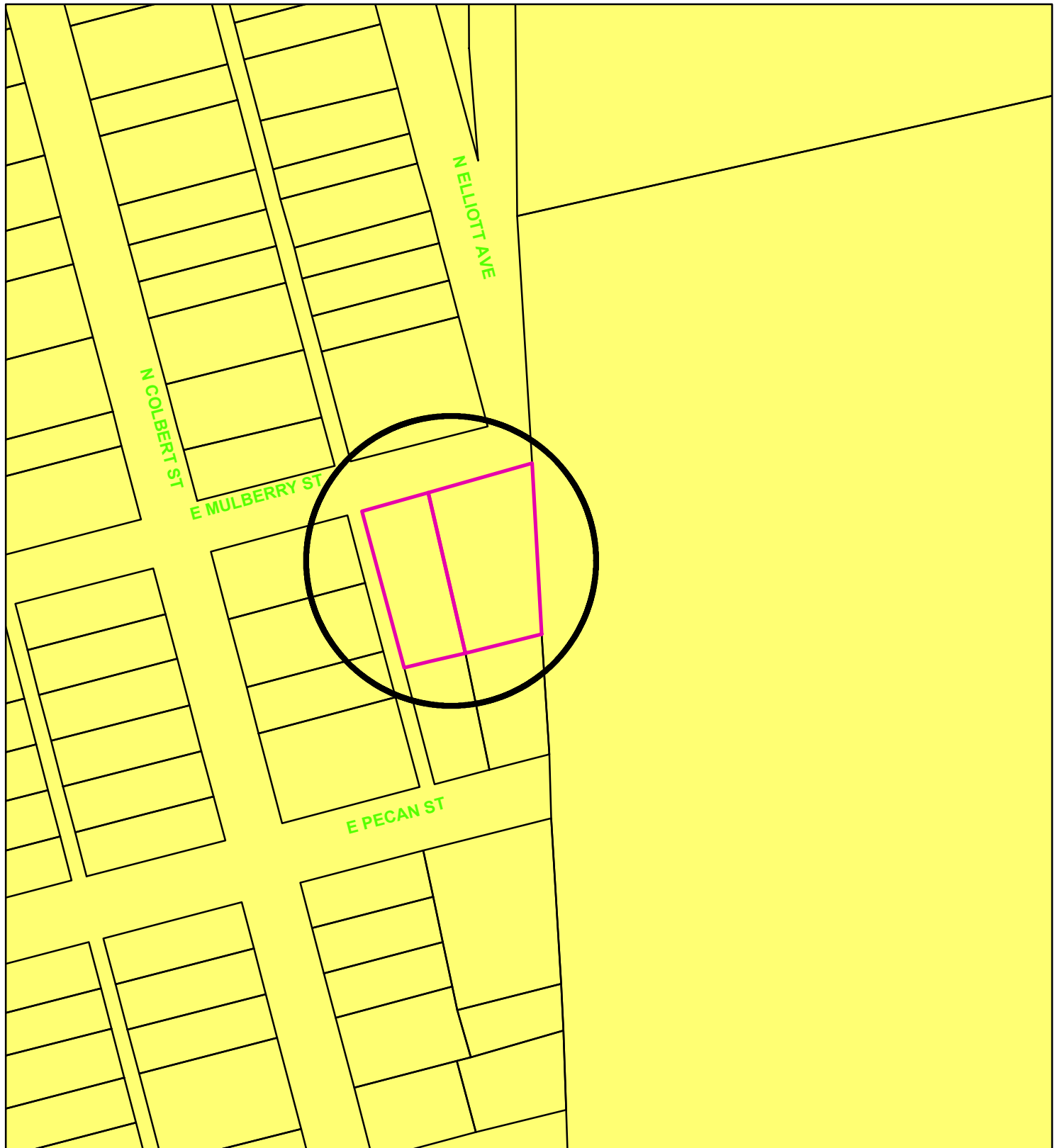
Location Map
Zoning Map
Zoning Sign Photo
Replat
Staff Review Letter
P&Z Communication



2100 Block E. Mulberry Street



1 in = 363 ft



Zoning - 2100 Block E. Mulberry Street

Legend

Special Districts Overlay

DISTRICT_NAME

- Arts and Cultural District
- Blalock Commercial Overlay District
- Central Business District
- College Park District
- Downtown Overlay District
- Historic Preservation District

Transportation Corridor

Representation: ShermGIS.DBO.TransportationCorridor_Rep

- FM 1417
- Sam Rayburn Freeway
- US Hwy 82 and 75
- SH 289
- FM 691

Zoning Districts

Representation: ShermGIS.DBO.ZoningDistrict_Rep

- Unknown
- BIP - Blalock Industrial Park
- C-1 Retail Business District

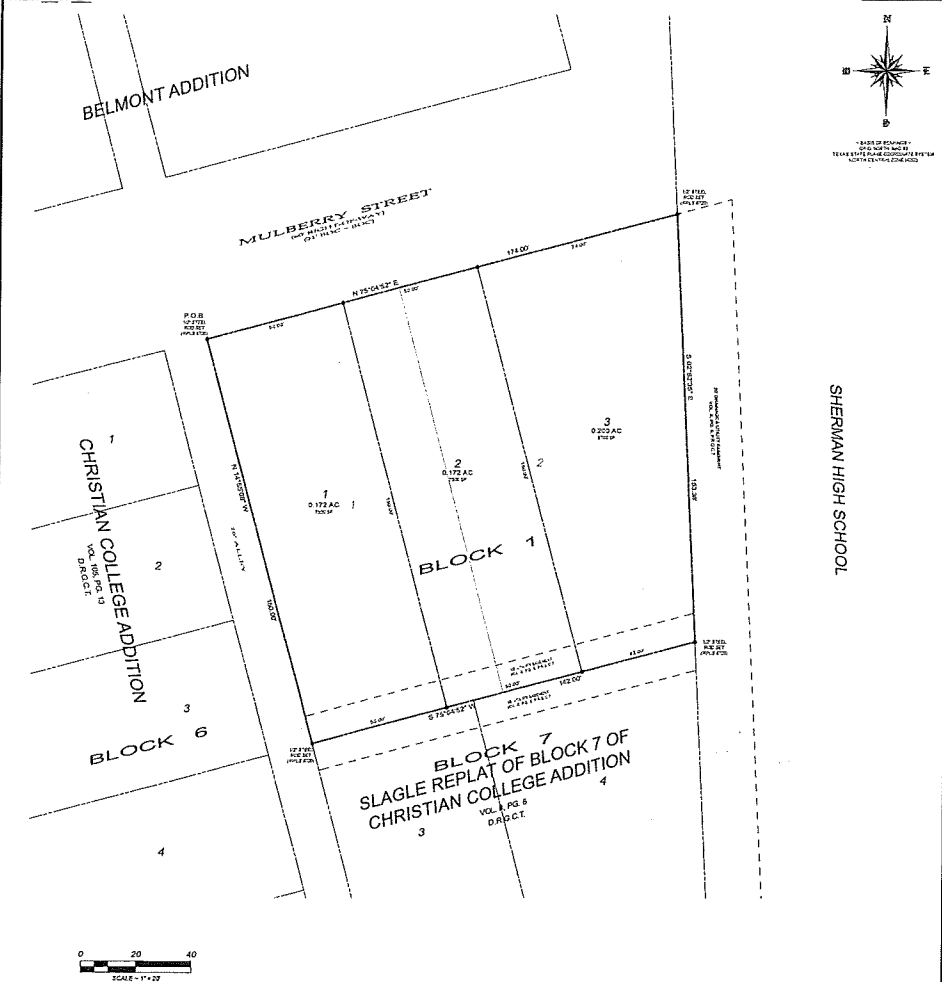
- C-2 General Commercial District
- CO Office District
- Lakes
- M-1 Light Manufacturing District
- M-1.5 Medium Manufacturing District
- M-2 Heavy Manufacturing District
- MH Manufacturing Housing District
- R-1 One Family Residential District
- R-2 Multi-Family Residential District
- R-A Single Family Agricultural District
- SF-1 Single Family Residential District



NOT TO SCALE

2100 Block East Mulberry Street





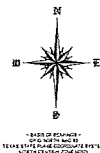
FINAL PLAT
EARNHARTBUILT'S FIRST ADDITION
BEING A REPLAT OF LOTS 1 & 2, BLOCK 7 OF THE
SLAGLE REPLAT OF BLOCK 7 OF THE
CHRISTIAN COLLEGE ADDITION
AND BEING 0.544 ACRES IN THE
G.B. PILANT SURVEY, ABSTRACT NO. 963
AN ADDITION TO THE CITY OF SHERMAN
GRAYSON COUNTY, TEXAS

Copley Land Surveying
188 Keefer Rd., Pottsboro, Texas 75076
903-416-0643
john@copleylandsurveying.com

OWNER/DEVELOPER
EARNHARTBUILT, LLC
119 S. HOUSTON STREET
DENISON, TEXAS 75021

SURVEYOR
JOHN C. COPLEY
R.P.L.S. NO. 8720
198 KEEFER ROAD
POTTSBORO, TEXAS

SHERMAN HIGH SCHOOL



LEGAL DESCRIPTION

Situated in the City of Sherman, County of Grayson, State of Texas being a part of the G. B. Pilant Survey, Abstract No. 963 and being all of Lots 1 & 2, Block 7 of the Slagle Replat of Block 7, Christian College Addition an addition to the City of Sherman, Texas as shown by plat of record in Volume 8, Page 8, Plat Records, Grayson County, Texas and being more particularly described by notes and bounds as follows:

Beginning at a 1/2" steel rod set with an aluminum cap marked RPLS 6720 at the intersection of the south line of East Mulberry Street and the east line of a 16' alley, said rod maintaining the northwest corner of said Lot 1, Block 7;

Thence North 75°04'52" East, along the south line of said Mulberry Street and north line of said Block 7, a distance of 174.00 feet to a 1/2" steel rod set for the northeast corner of said Block 7;

Thence South 02°52'35" East, along the east line of said Lot 2, a distance of 153.38 feet to a 1/2" steel rod set with an aluminum cap marked RPLS 6720 for the southeast corner of said Lot 2;

Thence South 75°04'52" West, along the south line of said Lot 2 and Lot 1, a distance of 142.00 feet to a 1/2" steel rod set with an aluminum cap marked RPLS 6720 on the east line of said 16' alley for the southwest corner of said Lot 1;

Thence North 14°55'08" West, along the east line of said 16' alley and west line of said Lot 1, a distance of 160.00 feet to the Point-of-Beginning and containing 0.544 acres (23,700 Square Feet) of land.

KNOW ALL MEN BY THESE PRESENTS:

That I, John C. Copley, Registered Professional Land Surveyor, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments thereon where properly placed, under my personal supervision, in accordance with the subdivision regulations of the City of Sherman, Texas.

John C. Copley
Registered Professional
Land Surveyor No. 8720
Firm No. 10194429

Date

- GENERAL NOTES -

- Water supply to be provided by the City of Sherman.
- Sewer service to be provided by the City of Sherman.
- Electric service to be provided by Owen Electric Utility.
- Blocking the flow of water or construction of improvements in drainage easements, and filling or obstruction of the roadway is prohibited.
- Any existing streets or drainage easements crossing along or across the subject land remain as open easements and will be maintained by the individual owners of the lot or lots that are traversed by or adjacent to the drainage easements along or across said lots.
- The City of Sherman will not be responsible for the maintenance and operation of said drainage ways or drainage easements for the removal of rainwater.
- Neither the City of Sherman nor the undersigned surveyor will be responsible for any damage, personal injury, or loss of life or property caused by flooding or flooding conditions.
- The survey was conducted in strict conformity with all other local, state and federal regulations regarding developments of this type.
- Ettings are based on the City of Sherman Central Municipal Network.
- The City of Sherman reserves the right to require submission of Development Plat based on proposed use of each lot.

Copley Land Surveying
188 Keefer Rd., Pottsboro, Texas 75076
903-416-0643
john@copleylandsurveying.com

NOW THEREFORE KNOWN ALL MEN BY THESE PRESENTS:

THAT WE, EARNHARTBUILT, LLC, do hereby adopt this plat designating the hereinabove property as the Final Plat of EARNHARTBUILT'S FIRST ADDITION, an addition to the City of Sherman, and do hereby dedicate to the public use forever the streets and easements shown on this plat for the mutual use and accommodation of all public and private utilities desiring to use or using same. Any public or private utility shall have the right to remove and keep removed as part or any buildings, fences, lines, conduits or other improvements or grounds which in any way endanger or interfere with the construction, maintenance, or efficiency of its respective systems on any of these easements and any public or private utility shall, at all times, have a right of ingress and egress to and from and upon the said easement strips for the purpose of constructing, reconstructing, inspecting, repairing, maintaining and adding to or removing as part of its respective system without the permission of anyone. This plat approved subject to all ordinances, rules regulations and resolutions of the City of Sherman, Texas.

WITNESS MY HAND this ____ day of _____, 2018

JONATHAN EARNHART
PARTNER

JASON EARNHART
PARTNER

STATE OF TEXAS
COUNTY OF GRAYSON

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared JONATHAN EARNHART 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 purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 2018

Notary Public in and for
the State of Texas

STATE OF TEXAS
COUNTY OF GRAYSON

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared JASON EARNHART 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 purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 2018.

Notary Public in and for
the State of Texas

The Undersigned, the City Clerk of the City of Sherman, hereby certifies that the foregoing Final Plat of EARNHARTBUILT'S FIRST ADDITION, an addition to the City of Sherman, Texas, was submitted to the City Council on the ____ day of _____, 2018, and the City Council, by formal action then and there accepted the dedication of streets, alleys, easements and public places, as shown and set forth in and upon said map or plat, and said City Council further authorized the Mayor to note the acceptance thereof by signing his name as herein above subscribed.

Witness my hand this ____ day of _____, 2018.

Clerk, City of Sherman, Texas

Approved this ____ day of _____, 2018, by the City Planning Commission
to the City of Sherman, Texas.

Chairman Secretary

Accepted by the City Council of the City of Sherman.

Mayor, City of Sherman, Texas

Date

FINAL PLAT
EARNHARTBUILT'S FIRST ADDITION
BEING A REPLAT OF LOTS 1 & 2, BLOCK 7 OF THE
SLAGLE REPLAT OF BLOCK 7 OF THE
CHRISTIAN COLLEGE ADDITION
AND BEING 0.544 ACRES IN THE
G.B. PILANT SURVEY, ABSTRACT NO. 963
AN ADDITION TO THE CITY OF SHERMAN
GRAYSON COUNTY, TEXAS

Copley Land Surveying
188 Keefer Rd., Pottsboro, Texas 75076
903-416-0643
john@copleylandsurveying.com

OWNER/DEVELOPER
EARNHARTBUILT, LLC
119 S. HOUSTON STREET
DENISON, TEXAS 75021

SURVEYOR
JOHN C. COPLEY
R.P.L.S. NO. 8720
198 KEEFER ROAD
POTTSBORO, TEXAS



STAFF REVIEW LETTER

October 8, 2018

Earnhartbuilt, LLC
110 S. Houston St.
Denison, TX 75020

Copley Land Surveying
198 Keefer Road
Pottsboro, TX 75076

Dear Applicants,

The request for approval of the Final Plat of Earnhartbuilt's First Addition has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, October 16, 2018 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

City staff has reviewed your request with regards to engineering and development guidelines and finds the following items need to be addressed:

1. Letters from various utility providers are required verifying availability of service and when service will be available.
2. Original tax certificates with \$0.00 balance shall be furnished for the purpose of recording the plat.
3. Drive approaches and sidewalks must conform to City of Sherman standards and a permit is required from City of Sherman Engineering Department.
4. The width of the right-of-way and pavement for streets shall be shown on the plat.
5. Show at least 3 found monuments on drawing for reference.
6. The City of Sherman does not maintain alleys.
7. Water and sewer Pro-Rata will be due upon development.
8. Verify location of sewer line. Private sewer line easement required to serve Lot 3 or extend sewer to serve Lot 3.
9. Correct Developer's zip code on ownership block.
10. Any other changes made to the plat prior to the final fulfillment of the conditions of the staff review, must be considered minor by staff, as to not require resubmission to the Planning & Zoning Commission.
11. 1 Mylar and 3 paper copies must be submitted in 24"x36" size for recording. Both mylar and paper copies must be split, but not cut, to be 2-24"x18" pages per Grayson County requirements. 1 page must have the legal description (preferably in portrait layout) and the other page must have the image. Both mylar and paper copies must look the same. Both split pages must include the Subdivision Name block and page numbers. Submit digital image to the Engineering department for approval prior to printing mylars and paper copy. CAD file must be submitted digitally at time of final approval.

The Board will not consider a request unless it has representation. You are hereby notified to be present, either in person or by a legally authorized representative to present your case on the date and time stated above.

If additional information or clarification is needed, do not hesitate to contact Clint Philpott, at 903-892-7327 prior to the meeting.

Respectfully,



Clint A. Philpott, P.E.,
Director of Engineering

cc: Robby Hefton, City Manager
Brandon Shelby, City Attorney
Danny Fuller, Fire Marshal

Scott Shadden, Director of Development Services
Mark Gibson, Director of Utilities
Steve Ayers, Asst. City Manager



**Planning & Zoning Commission and Board of
Adjustments**

Agenda Item No. 7.

Meeting Date: 10/16/2018

Prepared by: Patsy Reeves, Developmental Services Admin Secretary
Scott Shadden, Director of Development Services

Clay Mahone, Chairman

Eric Elliott, Vice Chairman

Shawn Davis, Commissioner

Jeff Adams, Commissioner

David Downtain, Commissioner

Trish Wood, Commissioner

Leigh Ann Sims, Commissioner

Requested Action/Proposed Use:

2100 BLOCK E. MULBERRY STREET

The request of 2101 & 2103 E Pecan Series LLC (Owners) Earnhartbuilt, LLC (Developer) and Copley Land Surveying (Surveyor) concerning the property located in the 2100 Block of East Mulberry Street, being all of Lots 1 & 2, Block 7 of the Slagle Replat of Block 7, Christian College Addition, containing 0.544 acres in the G.B. Pilant Survey, Abstract No. 963, as follows:

Board of Adjustments

Variance under Ordinance No. 2280, Section 6.2, Subsection (1) to allow Lots 1 & 2, Block 7 of the proposed Earnhartbuilt's First Addition to be 50' wide in lieu of the required 60' in an R-1 (One Family Residential) District.

Planning and Zoning Commission

Replat approval of Earnhartbuilt's First Addition, being a Replat of Lots 1 & 2, Block 7, of the Slagle Replat of Block 7 of Christian College Addition.

Background:

The property is located in the 2100 Block of East Mulberry Street between Elliott Avenue and Colbert Street. The owners would like to replat the property into three, fifty foot lots for residential development.

Adjacent Zoning:

R-1 (One Family Residential) District

Origination:

2101 & 2103 E Pecan Series LLC (Owners)

Earnhartbuilt, LLC (Developer)

Copley Land Surveying (Surveyor)

Master Plan Designation:

Auto-Urban Single Family Residential – This character type is the single-family residential category with the greatest density and the shortest building setbacks. Most driveways will face the street as well as the garage. Sidewalks are available for pedestrians. Less lot area is devoted to open space and greenery.

Number of notices mailed:

138

Objections Received:

0

Attachments

Location Map

Zoning Map

Zoning Sign Photo

Replat

Staff Review Letter



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

G.5.

Meeting Date: 11/05/2018

Prepared By: Scott Shadden, Director of Developmental Services

Approved By: Robby Hefton, City Manager

Caption:

*** OTHER BUSINESS**

Replat Approval of Lara's Addition, being a Replat of Lots 7 & 8, Block 1 of W.D. Fitch Addition, being Lot 7 and part of Lot 8, Block 1, W.D. Fitch Addition; Jose and Maria Lara, Owners; and Underwood Drafting and Surveying, Surveyor (926 and 932 South Throckmorton Street)

Issue:

To consider Replat approval of Lara's Addition, being a Replat of Lots 7 & 8, Block 1 of W.D. Fitch Addition, Lot 7 and part of Lot 8, Block 1, W.D. Fitch Addition, located at 926 and 932 South Throckmorton Street

Background:

The property is located at 926 and 932 South Throckmorton Street; the northwest corner of Throckmorton Street and Epstein Street. The owners would like to plat the property into two lots for residential development.

Origination:

Jose and Maria Lara (Owners)
Underwood Drafting and Surveying (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the October 16, 2018 regular meeting, the Planning & Zoning Board voted unanimously to recommend to the City Council that the Replat be approved subject to the Staff Review Letter.

Alternatives:

None

Attachments

Location Map
Zoning Map
Zoning Sign Photo
Replat
Staff Review Letter
P&Z Communication

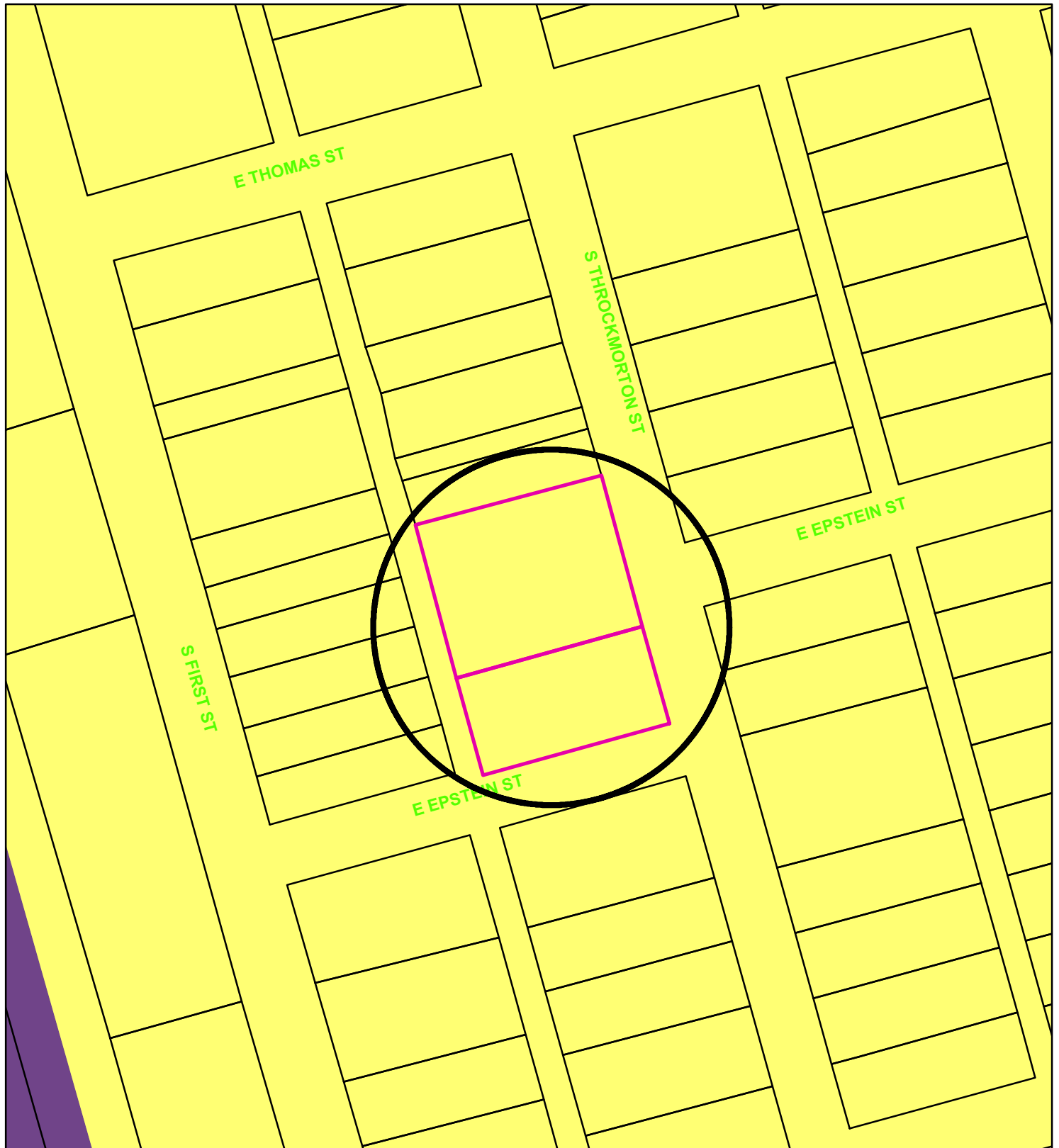


926 & 932 S. Throckmorton



1 in = 300 ft

City of Sherman, Texas
Developmental Services Department



Zoning - 926 & 932 S. Throckmorton

Legend

Special Districts Overlay

DISTRICT_NAME

- Arts and Cultural District
- Blalock Commercial Overlay District
- Central Business District
- College Park District
- Downtown Overlay District
- Historic Preservation District

Transportation Corridor

Representation: ShermGIS.DBO.TransportationCorridor_Rep

- FM 1417
- Sam Rayburn Freeway
- US Hwy 82 and 75
- SH 289
- FM 691

Zoning Districts

Representation: ShermGIS.DBO.ZoningDistrict_Rep

- Unknown
- BIP Blalock Industrial Park
- C-1 Retail Business District

- C-2 General Commercial District
- CO Office District
- Lakes
- M-1 Light Manufacturing District
- M-1.5 Medium Manufacturing District
- M-2 Heavy Manufacturing District
- MH Manufacturing Housing District
- R-1 One Family Residential District
- R-2 Multi-Family Residential District
- R-A Single Family Agricultural District
- SF-1 Single Family Residential District



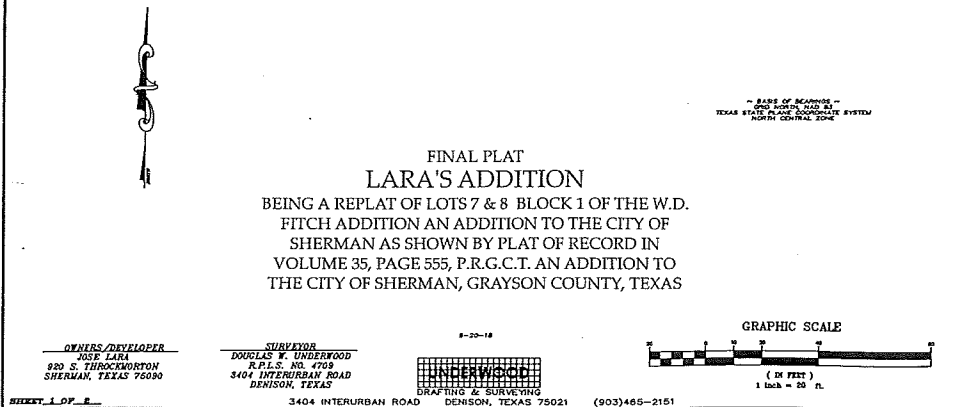
1 in = 100 ft

926 South Throckmorton



932 South Throckmorton



[illegible]



STAFF REVIEW LETTER

October 8, 2018

Jose Lara
920 S. Throckmorton
Sherman, TX 75090

Underwood Drafting & Surveying
3404 Interurban Road
Denison, TX 75021

Dear Applicants,

The request for approval of the Final Plat of Lara's Addition has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, October 16, 2018 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

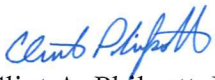
City staff has reviewed your request with regards to engineering and development guidelines and finds the following items need to be addressed:

1. Letters from various utility providers are required verifying availability of service and when service will be available.
2. Original tax certificates with \$0.00 balance shall be furnished for the purpose of recording the plat.
3. Drive approaches and sidewalks must conform to City of Sherman standards and a permit is required from City of Sherman Engineering Department.
4. The width of the right-of-way and pavement for streets shall be shown on the plat.
5. Ensure Replat encompasses all of previously platted Lots 7 & 8 of W.D. Fitch Addition.
6. Show existing lot lines and lot numbers on drawing.
7. Private easement required to serve Lot 2 with City water.
8. The City of Sherman does not maintain alleys.
9. Any other changes made to the plat prior to the final fulfillment of the conditions of the staff review, must be considered minor by staff, as to not require resubmission to the Planning & Zoning Commission.
10. 1 Mylar and 3 paper copies must be submitted in 24"x36" size for recording. Both mylar and paper copies must be split, but not cut, to be 2-24"x18" pages per Grayson County requirements. 1 page must have the legal description (preferably in portrait layout) and the other page must have the image. Both mylar and paper copies must look the same. Both split pages must include the Subdivision Name block and page numbers. Submit digital image to the Engineering department for approval prior to printing mylars and paper copy. CAD file must be submitted digitally at time of final approval.

The Board will not consider a request unless it has representation. You are hereby notified to be present, either in person or by a legally authorized representative to present your case on the date and time stated above.

If additional information or clarification is needed, do not hesitate to contact Clint Philpott, at 903-892-7327 prior to the meeting.

Respectfully,



Clint A. Philpott, P.E.,
Director of Engineering

cc: Robby Hefton, City Manager
Brandon Shelby, City Attorney
Danny Fuller, Fire Marshal

Scott Shadden, Director of Development Services
Mark Gibson, Director of Utilities
Steve Ayers, Asst. City Manager



**Planning & Zoning Commission and Board of
Adjustments**

Agenda Item No. 16.

Meeting Date: 10/16/2018

Prepared by: Patsy Reeves, Developmental Services Admin Secretary
Scott Shadden, Director of Development Services

Clay Mahone, Chairman

Eric Elliott, Vice Chairman

Shawn Davis, Commissioner

Jeff Adams, Commissioner

David Downtain, Commissioner

Trish Wood, Commissioner

Leigh Ann Sims, Commissioner

Requested Action/Proposed Use:

*** 926 & 932 S. THROCKMORTON STREET**

The request of Jose and Maria Lara (Owners) and Underwood Drafting and Surveying (Surveyor) concerning the property located at 926 and 932 South Throckmorton Street, being Lot 7 and part of Lot 8, Block 1, W.D. Fitch Addition, as follows:

Planning and Zoning Commission

Replat approval of Lara's Addition, being a Replat of Lots 7 & 8, Block 1 of W.D. Fitch Addition.

Background:

The property is located at 926 and 932 South Throckmorton Street; the northwest corner of Throckmorton Street and Epstein Street. The owners would like to plat the property into two lots for residential development.

Adjacent Zoning:

R-1 (One Family Residential) District

Origination:

Jose and Maria Lara (Owners)

Underwood Drafting and Surveying (Surveyor)

Master Plan Designation:

Auto-Urban Single Family Residential – This character type is the single-family residential category with the greatest density and the shortest building setbacks. Most driveways will face the street as well as the garage. Sidewalks are available for pedestrians. Less lot area is devoted to open space and greenery.

Number of notices mailed:

36

Objections Received:

0

Attachments

Location Map

Zoning Map

Zoning Sign Photo

Replat

Staff Review Letter



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Meeting Date: 11/05/2018

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

COUNCIL CALENDAR

Attachments

2018 Council Calendar

2018

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	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

DECEMBER						
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					

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

[illegible]