

**CITY OF SHERMAN
CITY COUNCIL REGULAR MEETING AGENDA
COUNCIL CHAMBERS OF THE CITY HALL
220 WEST MULBERRY STREET
SHERMAN, TEXAS
MONDAY, OCTOBER 1, 2018
4:00 P.M.**

- A. 1. CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN**
- A. 2. PLEDGE OF ALLEGIANCE LED BY COUNCIL MEMBER DARON HOLLAND**
- A. 3. INVOCATION BY COUNCIL MEMBER DARON HOLLAND**
- A. 4. APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF SEPTEMBER 17, 2018**

Proclamations

- B. 1. PROCLAMATION**
"National Disability Employment Awareness Month" – October 2018

Public Hearing

- C. 1. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6154**
Closing and Abandoning a Portion of the Platted Right-of-Way being Kessler Boulevard between North Woods Street and West Pecan Street, as shown on Plat in Volume 306, Page 155 of the Deed Records of Grayson County, Texas, maintaining ownership of said Right-of-Way by the City of Sherman, being more particularly described on Exhibit "A" attached hereto and made a part hereof for all purposes

Close Public Hearing and Consider Adoption of Ordinances

- C. 2. ADOPTION OF ORDINANCES**
Consider Adoption of Ordinance Number: 6154
- C. 3. CONSENT AGENDA**
Asterisked (*) items are considered to be routine and will be enacted in one motion without discussion unless a Council Member or a citizen requests a specific item be discussed and voted on separately

Resolutions

- D. 1. * RESOLUTION NO. 6412**
Authorizing Execution of an Encroachment Easement to John Gaddy and Brenda Gaddy for the Encroachment of a Single Family Residential Structure within the Platted Public Utility Easement running along the East side of Lot 10, Block 1 of Parkhaven Addition, Section Six, locally known as 2501 West Center Street in the City of Sherman, Texas

D. 2. RESOLUTION NO. 6414

Authorizing Execution of a Professional Services Agreement with Kimley-Horn and Associates, Inc. for the Engineering Design of Phases 1B and 2A of the Washington Street/Taylor Street Project

Requests to Advertise

E. 1. * REQUEST TO ADVERTISE

Purchase and Installation of Playground Equipment, Shelters and Benches at Martin Luther King, Jr. Park Project

Change Orders

F. 1. CHANGE ORDER NO. 1

Sherman Streetscapes Phase II 2018 Project; Highway 19 Construction, LLC.; \$74,290.00 increase

Other Business

G. 1. OTHER BUSINESS

Receive Presentation from Police Sergeant Brett Mullen on the Police Department's Annual Halloween Event, "Fright Fest"

G. 2. OTHER BUSINESS

Receive Presentation from Police Chief Zachary Flores and Hidell & Associates Consultant Aaron Babcock on the Sherman Police Department's Current and Proposed Facilities

G. 3. * OTHER BUSINESS

Consider Request of Austin College to Temporarily Close Certain Streets for the 2018 Roo Run on Saturday, November 10, 2018

G. 4. * OTHER BUSINESS

Consider Request of St. Mary's Catholic School to Temporarily Close Certain Streets for the "Run Run Rudolph 5K and Family Fun Run/Walk" on Saturday, December 1, 2018

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 551.074 Personnel Matters:

- (a) Consider the Qualifications, Appointment and Removal of Members to Boards and Commissions:
 - (i) Sherman Economic Development Corporation Board of Directors (2)

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 September 26, 2018 at 4:00 p.m., and said time of posting was 72 hours before said meeting was convened or called to order.

Dated this 26th day of September, 2018
City of Sherman, Texas

City Clerk

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

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

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

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

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

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

Mayor

David Plyler

Deputy Mayor

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: 10/01/2018

Prepared By: Linda Ashby, City Clerk

Approved By: Robby Hefton, City Manager

Caption:

APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF SEPTEMBER 17, 2018

Attachments

September 17, 2018 - Called Meeting

September 17, 2018

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

CALL TO ORDER

CALL TO ORDER

The Council reviewed the Minutes of the Called City Council Meeting of September 4, 2018. Deputy Mayor Howeth moved to approve the Minutes, as presented; Second by Council Member Teamann. All present voted AYE.
MOTION CARRIED.

APPROVE MINUTES

**FARMERSVILLE POLICE CHIEF MIKE SULLIVAN'S
PRESENTATION OF A TEXAS POLICE CHIEFS ASSOCIATION
BEST PRACTICES PROGRAM ACCREDITATION CERTIFICATE
TO THE SHERMAN POLICE DEPARTMENT**

**POLICE DEPT.
BEST PRACTICES
PROGRAM
ACCREDITATION**

The accreditation program was created to recognize professional excellence by requiring independent proof of compliance with set standards. This particular accreditation has 168 standards that must be met and has become the “gold standard” for departments across Texas.

1

There are over 2,400 law enforcement agencies in Texas and only 147 agencies are currently recognized through this program. Chief Sullivan said this recognition assures that the Sherman Police Department is operating in a manner that reflects the best practices of Texas law enforcement and has been recognized as “one of the very best in the State.”

The City must continue to comply with the standards and a reassessment and on-site visit will be held in four years to maintain compliance.

Chief Sullivan presented the Certificate of Compliance to Chief Flores. Chief Flores recognized Karen Wolff, Administrative Secretary, who worked very hard on the certification process. He also recognized Bruce Dawsey and Bob Fair, both Assistant Police Chiefs, for their work on the program.

Mayor Plyler congratulated Chief Flores and the Sherman Police Department on receiving the recognition.

SPECIAL PRESENTATION

FORMER MAYOR CARY WACKER'S ANNOUNCEMENT OF SHERMAN'S CULTURAL DISTRICT DESIGNATION

Cary Wacker, Former Mayor and Austin College Associate Vice President for Institutional Advancement and Director of the Center for Community and Regional Development, told the City Council that Sherman has officially been designated a State Cultural District.

There are a total of 40 cities that have received this designation and only four were selected this year. She recognized several people in the audience that worked to make this designation possible including Dr. Martinella Dryburg, Executive Director of the Austin College Posey Leadership Institute, who led the Jan Term Class that did much of the research; Christopher Maniet, Austin College Multimedia Design Manager, who helped with the graphics; and Sean Vanderveer, Sherman Independent School District, Webpage and Social Media Coordinator, who contributed video footage to the application submission video.

She said they now have a 13 member Advisory Council that is working to bring everything together. A ceremony and proclamation with Gary Gibbs, Executive Director of the Texas Commission on Arts, will be held on December 1, 2018, prior to the Annual Christmas Tree Lighting and Christmas Parade. The event will celebrate the Cultural District designation, and will feature other arts activities held during the weekend.

Ms. Wacker introduced the Arts District website at www.shermanarts.org. She said the website will feature photos and a calendar of events for the Cultural Arts District as well as information about The Focalpoint(!) Project, which is a community photo project. The project was made possible by a \$50,000 grant from the National Endowment for the Arts.

**CULTURAL
DISTRICT
DESIGNATION**

She recognized the current City Council, as well as past Councils and many individuals that have sustained the legacy of the arts in Sherman, which is a very special story to tell.

INTRODUCTION AND PUBLIC HEARING OF ORDINANCES

Mayor Plyler introduced Ordinance No. 6149 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 HIGH SCHOOL (GRADES 9-12) IN AN R-1 (ONE FAMILY RESIDENTIAL) DISTRICT/C-1 (RETAIL BUSINESS) DISTRICT/O-1.1 (FM 1417 OVERLAY) DISTRICT IN THE 2900 BLOCK OF WEST O.B. GRONER ROAD, BEING 94.76 ACRES IN THE ELIZABETH JONES SURVEY, ABSTRACT NO. 625 (SHERMAN ISD, OWNERS; TEAGUE, NALL & PERKINS, CIVIL ENGINEER/SURVEYOR; MIKE WILSON, REPRESENTATIVE; AND VLK ARCHITECTS, 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.

ORD 6149
SUP FOR
HIGH SCHOOL
(2900 BLOCK OF
O.B. GRONER RD)

Scott Shadden, Director of Development Services, said this is a Specific Use Permit for Sherman High School. The project complies with the City's Master Plan. The Planning and Zoning Commission recommended approval of the Specific Use Permit.

Tom Rutledge, Principal, Teague, Nall & Perkins, was available to answer any questions the Council might have. Dr. Tyson Bennett, Assistant Superintendent of Finance & Operations, Sherman Independent School District; Richard Hunt, Associate, VLK Architects; and Mike Wilson, Associate, Teague, Nall & Perkins; were also in attendance.

No other citizens appeared before the City Council to discuss Ordinance No. 6149.

Mayor Plyler introduced Ordinance No. 6150 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 NEW AND PRE-OWNED MOTORCYCLE/ATV/UTV SALES, PARTS AND ACCESSORIES SALES, SERVICE AND REPAIRS IN A C-2 (GENERAL COMMERCIAL) DISTRICT AT 4612 TEXOMA PARKWAY, BEING 2.698 ACRES IN THE W.F. PATTERSON SURVEY, ABSTRACT NO. 969 AND THE JOHN HENDRIX SURVEY, ABSTRACT NO. 503 (HOLIDAY MOTORSPORTS, OWNERS; ALVIN CHILDRESS, REPRESENTATIVE; AND COX LAND 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.

ORD 6150
SUP FOR
MOTORCYCLE, ATV,
UTV SALES, PARTS,
SERVICE, REPAIRS
(4612 TEXOMA PKWY)

COUNCIL MINUTES – SEPTEMBER 17, 2018

Mr. Shadden said the Specific Use Permit is for Holiday Power Sports to locate in the former Haverty's building. The project complies with the City's Master Plan. The Planning and Zoning Commission recommended approval of the Specific Use Permit, subject to the Staff Review Letter.

No citizens appeared before the City Council to discuss Ordinance No. 6150.

Mayor Plyler introduced Ordinance No. 6151 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 12, ORDINANCE NO. 2280, SO AS TO INCLUDE CERTAIN PROPERTIES WITHIN THE C-O (OFFICE) DISTRICT AT 2621 MASTERS STREET, BEING PART OF LOT 3, BLOCK 2, DR. J.H. CARRAWAY'S ADDITION (JOE L. AND GLONDA HIX, OWNERS; JIM TAYLOR, CPA, PROSPECTIVE BUYER; DEAN GILBERT, JR., REPRESENTATIVE; AND NBS DRAFTING & DESIGN, DRAFTSMAN); PROVIDING FOR A REPEALER.

**ORD 6151
ZONE CHANGE
(2621 MASTERS ST)**

Mr. Shadden said the proposed zone change complies with the City's Master Plan and is one of the last two lots in that area to be zoned commercial. The Planning and Zoning Commission recommended approval of the zone change, subject to the Staff Review Letter.

No citizens appeared before the City Council to discuss Ordinance No. 6151.

Mayor Plyler introduced Ordinance No. 6152 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, REPEALING ORDINANCE NO. 5982 IN ITS ENTIRETY; ESTABLISHING ASSIGNMENT PAY SCHEDULES FOR FIREFIGHTERS AND POLICE OFFICERS; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR A REPEALER.

**ORD 6152
ASSIGNMENT PAY
FOR POLICE & FIRE**

Danny Jones, Fire Chief, said this ordinance would allow reorganization of the Technical Rescue Team to make it more efficient and effective, with an emphasis on training. These changes would affect not only specific TRT members, but would also be department wide.

No citizens appeared before the City Council to discuss Ordinance No. 6152.

Mayor Plyler introduced Ordinance No. 6153 and called for a public hearing:

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 13.06.005, 13.06.051, 13.06.086, 13.06.087, AND 13.06.088 TO INCREASE CERTAIN SOLID WASTE FEES; PROVIDING FOR INCLUSION

**ORD 6153
SOLID WASTE FEES**

IN THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER.

Robby Hefton, City Manager, said this ordinance would put into effect the changes in solid waste rates that was discussed during the Budget Work Shop. It also includes changes to the bulk waste program that were discussed at the last meeting, including the fines for noncompliance and fees for picking up and disposing of the waste.

No citizens appeared before the City Council to discuss Ordinance No. 6153.

The Public Hearing was closed.

ADOPTION OF ORDINANCES

Ordinance 6149

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 HIGH SCHOOL (GRADES 9-12) IN AN R-1 (ONE FAMILY RESIDENTIAL) DISTRICT/C-1 (RETAIL BUSINESS) DISTRICT/O-1.1 (FM 1417 OVERLAY) DISTRICT IN THE 2900 BLOCK OF WEST O.B. GRONER ROAD, BEING 94.76 ACRES IN THE ELIZABETH JONES SURVEY, ABSTRACT NO. 625 (SHERMAN ISD, OWNERS; TEAGUE, NALL & PERKINS, CIVIL ENGINEER/SURVEYOR; MIKE WILSON, REPRESENTATIVE; AND VLK ARCHITECTS, 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.

ORD 6149
SUP FOR
HIGH SCHOOL
(2900 BLOCK OF
O.B. GRONER RD)

Ordinance 6150

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 NEW AND PRE-OWNED MOTORCYCLE/ATV/UTV SALES, PARTS AND ACCESSORIES SALES, SERVICE AND REPAIRS IN A C-2 (GENERAL COMMERCIAL) DISTRICT AT 4612 TEXOMA PARKWAY, BEING 2.698 ACRES IN THE W.F. PATTERSON SURVEY, ABSTRACT NO. 969 AND THE JOHN HENDRIX SURVEY, ABSTRACT NO. 503 (HOLIDAY MOTORSPORTS, OWNERS; ALVIN CHILDRESS, REPRESENTATIVE; AND COX LAND 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.

ORD 6150
SUP FOR
MOTORCYCLE, ATV,
UTV SALES, PARTS,
SERVICE, REPAIRS
(4612 TEXOMA PKWY)

Ordinance 6151

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-O (OFFICE) DISTRICT AT 2621 MASTERS STREET, BEING PART OF LOT 3, BLOCK 2, DR. J.H. CARRAWAY'S ADDITION

ORD 6151
ZONE CHANGE
(2621 MASTERS ST)

COUNCIL MINUTES – SEPTEMBER 17, 2018

(JOE L. AND GLONDA HIX, OWNERS; JIM TAYLOR, CPA, PROSPECTIVE BUYER; DEAN GILBERT, JR., REPRESENTATIVE; AND NBS DRAFTING & DESIGN, DRAFTSMAN); PROVIDING FOR A REPEALER.

Ordinance 6152

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, REPEALING ORDINANCE NO. 5982 IN ITS ENTIRETY; ESTABLISHING ASSIGNMENT PAY SCHEDULES FOR FIREFIGHTERS AND POLICE OFFICERS; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR A REPEALER.

ORD 6152
ASSIGNMENT PAY
FOR POLICE & FIRE

Ordinance 6153

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 13.06.005, 13.06.051, 13.06.086, 13.06.087, AND 13.06.088 TO INCREASE CERTAIN SOLID WASTE FEES; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER.

ORD 6153
SOLID WASTE FEES

ACTION TAKEN.

Motion by Council Member Teamann to adopt Ordinance Nos. 6149, 6150, 6151, 6152, and 6153, as presented.

Second by Council Member Stevenson.

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

VOTING NAY: None.

MOTION CARRIED.

ADOPTION OF ORDINANCE NO. 6145

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, PROVIDING FOR THE LEVY OF AD VALOREM TAXES FOR THE CITY OF SHERMAN, TEXAS, FOR THE TAX YEAR 2018; DISTRIBUTING THE SAME AMONG THE VARIOUS FUNDS; PROVIDING FOR A PENALTY AND INTEREST FOR FAILURE TO PAY THE TAXES LEVIED WITHIN THE TIME PROVIDED BY LAW; PROVIDING FOR A REPEALER.

ORD 6145
LEVY OF AD
VALOREM TAXES

Mary Lawrence, Director of Finance, said the City has held two public hearings on the tax rate and this is the final action. The tax rate is the same as last year's tax rate.

ACTION TAKEN.

Motion by Deputy Mayor Howeth that the property tax rate be increased by the adoption of a tax rate of \$.427300 per \$100 of valuation which is effectively a 5.0% increase in the tax rate. Second by Council Member Stevenson.

VOTING AYE: Holland, Howeth, Steele, 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 Holland. All present voted AYE.

CONSENT AGENDA

RESOLUTIONS

RESOLUTION NO. 6407 – AUTHORIZING EXECUTION OF AN ENCROACHMENT EASEMENT TO EVEREST DEVELOPMENT FOR THE INSTALLATION OF A SANITARY SEWER SERVICE LATERAL LINE WITHIN THE PLATTED PUBLIC UTILITY EASEMENTS RUNNING EAST AND WEST ALONG THE NORTH AND SOUTH SIDES OF LOT 2, BLOCK 1 OF THE CHEN ADDITION FOR SANITARY SEWER SERVICES AT 1522-1524, 1528-1530, AND 1534-1536 NORTH BROUGHTON STREET IN THE CITY OF SHERMAN

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN ENCROACHMENT EASEMENT TO EVEREST DEVELOPMENT FOR THE INSTALLATION OF A SANITARY SEWER SERVICE LATERAL LINE WITHIN THE PLATTED PUBLIC UTILITY EASEMENTS RUNNING EAST AND WEST ALONG THE NORTH AND SOUTH SIDES OF LOT 2, BLOCK 1 OF THE CHEN ADDITION FOR SANITARY SEWER SERVICES AT 1522-1524, 1528-1530, AND 1534-1536 NORTH BROUGHTON STREET IN THE CITY OF SHERMAN.

CONSENT AGENDA.

**RES 6407
ENCROACHMENT
EASEMENT FOR
SEWER LINE
(N. BROUGHTON ST)**

RESOLUTION NO. 6408 – AMENDING THE 2017-2018 BUDGET OF THE CITY OF SHERMAN, TEXAS, APPROPRIATING AND ALLOCATING ADDITIONAL FUNDS FOR THE PERIOD OF OCTOBER 1, 2017, THROUGH SEPTEMBER 30, 2018

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING THE 2017-2018 BUDGET OF THE CITY OF SHERMAN, TEXAS, APPROPRIATING AND ALLOCATING ADDITIONAL FUNDS FOR THE PERIOD OF OCTOBER 1, 2017, THROUGH SEPTEMBER 30, 2018.

**RES 6408
BUDGET AMENDMENT**

Ms. Lawrence said the staff annually asks for a reconciliation of expenditures for the approved budget. Because of the increased activity the City has seen this past year, relating to growth, there are several amendments.

In the General Fund there is additional sales tax of about \$1.5 million. There are also expenditures related to some services of about \$1.2 million, including some vehicle usage.

There are debt proceeds and related capital spending and debt service payments related to Legacy Village, and the new Stormwater Fee and the Stormwater Fund. There are additional expenditures in the Parks Pride Fund and the Hotel/Motel Tax Fund, Equipment Services Fund, and the Utility Improvement Fund.

Ms. Lawrence said there is additional revenue in the Solid Waste Fund, largely related to the commercial solid waste

activity, however there are also related disposal costs. The City also purchased a lot of commercial containers.

However, the City was notified on Friday by the company that accepts the recyclables, that not only are they going to stop paying the City, which they had done sometime last year, but the City will have to pay them to take the recyclables. The amount due is larger than anticipated, so the staff is asking for an additional \$150,000 to complete the year, for the cost of recycling.

They said the staff will be evaluating the program, looking at some alternatives, and coming up with a plan as to what needs to be done, ongoing, with the recycling program.

Mr. Hefton said, if nothing changes from the most recent information, this recycling program would have an increase in cost of over \$500,000, that is not currently funded by rates or fees.

He said the staff will bring back some more information about the program and about possible alternatives, about continuing the program, and if so, under what terms, at the October 1, 2018 Council Meeting. The request tonight is to “get the City through the rest of the month” which would be the end of the fiscal year.

Council Member Steele asked about the current demand for recyclables. Mr. Hefton said, until recently, China was a huge customer of the recycling waste stream from the United States. They have stopped buying that waste stream, so the net effect is that the recyclers are set up to accept the waste but have no customers to sell it too.

He said there are concerns about the effectiveness of the program and where the waste stream is ultimately ending up. The result is the City’s cost of disposing of the recycling waste stream through the recycler is about three times what it would cost to put it in the landfill.

He reiterated that the City is no longer getting money for the recycling waste stream, but they are paying the recycler three times the market rate, and the City is hauling it to them.

Council Member Steele verified that this is not just a Sherman problem. Mr. Hefton said the end user is “the one driving this.” None of the recyclers are located in Grayson County, they are all in the Dallas-Fort Worth area. The only other option that the City had is not accepting the waste stream, because there is no market for it.

Sherman’s option is to continue taking it to Denton, at a high cost, or some place in Louisiana. There is no demand for the material, and because there is no demand, Mr. Hefton said the recyclables are probably ending up in a landfill at three times the cost of what Sherman could take it to the landfill for.

COUNCIL MINUTES – SEPTEMBER 17, 2018

Because of the financial impact, the staff will come back with a presentation at the October 1, 2018 Council Meeting.

Council Member Teamann verified that the \$150,000 due is for services already rendered. Mr. Hefton said the invoice for this charge was not received until this past Friday, so it was not included in the proposed budget amendment. He asked the Council to consider it, and if agreed, to amend their motion to include the additional \$150,000 in the Solid Waste Fund for this expenditure.

ACTION TAKEN.

Motion by Deputy Mayor Howeth to approve Resolution No. 6408, including an additional \$150,000 in the Solid Waste Fund to cover additional expenses in the recycling program. Second by Council Member Steele.

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

VOTING NAY: None.

MOTION CARRIED.

RESOLUTION NO. 6409 – ADOPTING AN INVESTMENT POLICY FOR THE CITY OF SHERMAN

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, ADOPTING AN INVESTMENT POLICY FOR THE CITY OF SHERMAN.

CONSENT AGENDA.

**RES 6409
INVESTMENT POLICY**

RESOLUTION NO. 6410 – AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH VESSELS CONSTRUCTION BASED ON AN INVITATION TO BID FOR CONSTRUCTION OF THE WEST TRAVIS STREET PHASE IV PROJECT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH VESSELS CONSTRUCTION BASED ON AN INVITATION TO BID FOR CONSTRUCTION OF THE WEST TRAVIS STREET PHASE IV PROJECT.

**RES 6410
W. TRAVIS STREET
PROJECT – PHASE IV**

Clint Philpott, Director of Engineering, said this contract is for the West Travis Street Extension, between FM 1417 and Moore Street, south of the new high school site.

Four bidders bid on the project and the original budget was about \$3 million. Vessels Construction was the low bidder at \$2,614,676.64. Construction should start in October 2018 and take one year.

ACTION TAKEN.

Motion by Council Member Steele to approve Resolution No. 6410, as presented. Second by Council Member Teamann.

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

VOTING NAY: None.

MOTION CARRIED.

RESOLUTION NO. 6411 – AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH DOUGLASS DISTRIBUTING FOR AN ANNUAL SUPPLY OF GASOLINE AND DIESEL FUEL

**RES 6411
ANNUAL SUPPLY
GASOLINE & DIESEL**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH DOUGLASS DISTRIBUTING FOR AN ANNUAL SUPPLY OF GASOLINE AND DIESEL FUEL.

Council Member Steele asked if the City had a policy that required multiple bids. He said there was only one bid on the gasoline and diesel supply and the Council approved it on Consent Agenda.

Mr. Hefton said the City doesn't have a policy that would prevent them from accepting a bid when only one is received. In certain circumstances they look to see how many people could provide the service. Historically for the City of Sherman, on gasoline and diesel bids, there has only been two local companies that bid. Sometimes both companies bid and sometimes only one bids.

He said, sometimes for construction projects, if only one company bids, the staff reviews possible reasons why. Sometimes companies are too busy and sometimes they don't want such a small job. If the value they provide is acceptable, the City can accept that one bid.

The City has delayed a project that only had one bidder, in the hope that bidding at a slower time of year might entice other companies to bid. Council Member Steele verified that the City has the ability to check the market price when only one bid is received to make sure that bid is not inflated.

Council Member Teamann said he's never seen more than four bidders and asked if the lowest four were always taken regardless of how many were received. Mr. Hefton said all bidders were included on the bid tab and if they were not qualified for some reason, that would be noted on the bid tab too.

CONSENT AGENDA.

OTHER BUSINESS

RECEIVE UPDATE FROM COMMUNITY AND SUPPORT SERVICES MANAGER NATE STRAUCH REGARDING ONGOING PROJECTS IN THE CITY

PROJECT UPDATE

Nate Strauch, Community and Support Services Manager, presented a project update on several ongoing City projects. He said it had been three months since the last update.

He showed a video of the following projects: the Public Library, including the next phase of the Library Park; Fire Station #4, with a ribbon cutting to be held in October 2018; Sherman Commons, including the recent, probably temporary, closing of an emergency room; Crossroads Boulevard, which

extends to FM 1417, and is open for traffic; Hawn Skate Park; the new home for the Sherman Celtic Festival, which will be located in a field on Texoma Parkway, across from Midway Mall, which will be used for parking; the Water Treatment Plant; and Progress Park VI, including the new FedEx Freight facility, which will feature 50 new jobs.

Also Magnolia Village; Austin Landing Phase 3, with over 20 new houses; the multi-family addition, north of Pebblebrook; the Sherman High School site; another 150 lots for the next phase of Pebblebrook, including the extension of Steeple Chase Drive; the new Assisted Living Home on Fallon Drive; Sherman Landing; Quik Trip, which should be open the middle of October 2018; and Legacy Village, which includes the Schulman Development.

Deputy Mayor Howeth confirmed that Fire Station #4 should be completed in early October 2018. Mr. Hefton said there will then be some asbestos abatement and the current building will be demolished. The Douglass development will then be building on the site.

CONSIDER REQUEST OF DOWNTOWN SHERMAN NOW TO TEMPORARILY CLOSE CERTAIN STREETS FOR THE “STROLL ON THE SQUARE & TEXOMA’S BEST BITE” ON SATURDAY, OCTOBER 6, 2018

The City Council approved the request of Downtown Sherman NOW to temporarily close certain streets for the “Stroll on the Square & Texoma’s Best Bite” on October 6, 2018.

**CLOSE STREETS
STROLL ON THE
SQUARE & TEXOMA’S
BEST BITE
(OCT. 6, 2018)**

They have asked to close Crockett Street, between Lamar and Houston Streets; Travis Street, between Lamar and Houston Streets; and Travis Street, between Houston and Wall Streets, from 1:00 p.m. until 11:00 p.m.

The event will require barricades and cones, as well as solid waste receptacles. Organizers will work with the Police Department to arrange for security officers and will maintain vehicle accessibility throughout the closed streets at all times.
CONSENT AGENDA.

CONSIDER REQUEST OF THE RESET GROUP, THE CITY OF SHERMAN’S PARKS AND RECREATION DEPARTMENT, AND SHERMAN MAIN STREET TO TEMPORARILY CLOSE TRAVIS STREET FOR “TRICK OR TREAT ON TRAVIS STREET” ON THURSDAY, OCTOBER 25, 2018

The City Council approved the request of The RESET Group, Parks and Recreation, and Sherman Main Street to temporarily close Travis Street for “Trick or Treat on Travis Street” on October 25, 2018.

**CLOSE STREETS
TRICK OR TREAT
ON TRAVIS
(OCT. 25, 2018)**

They have asked to close Travis Street, between Houston and Wall Street; and Wall Street, between Walnut and Crockett Streets, from 5:00 p.m. until 9:00 p.m. The event will require barricades and solid waste receptacles.
CONSENT AGENDA.

CONSIDER REQUEST OF TOURISM/MAIN STREET MANAGER SARAH McRAE AND RON ENGELKE TO TEMPORARILY CLOSE CERTAIN STREETS FOR SHERMAN'S INAUGURAL VETERANS DAY PARADE ON SATURDAY, NOVEMBER 10, 2018

CLOSE STREETS
VETERANS DAY
PARADE
(NOV. 10, 2018)

The City Council approved the request of Tourism/Main Street Manager Sarah McRae and Ron Engelke to temporarily close certain streets for Sherman's Inaugural Veterans Day Parade on November 10, 2018.

The parade will follow a route through the downtown area and will require traffic control assistance from the City.
CONSENT AGENDA.

REPLAT APPROVAL OF THE CROCKETT ADDITION, A REPLAT OF LOTS 2, 3 & 4 OF SHANNON HEIGHTS ADDITION, BEING LOTS 2, 3 AND 4, BLOCK 16, SHANNON HEIGHTS ADDITION, CONTAINING 0.486 ACRES; JEANNETTE GIARRAPUTO SCOTT, JAMES A. GIARRAPUTO AND CAROL GIARRAPUTO BUTLER, OWNERS; GEORGE SCOTT, DEVELOPER; AND UNDERWOOD DRAFTING & SURVEYING, SURVEYOR (1909 AND 1915 NORTH CROCKETT STREET)

APPROVAL OF REPLAT
CROCKETT ADDITION
(1909 & 1915 N.
CROCKETT ST)

The City Council approved the Replat of The Crockett Addition, which is a Replat of Lots 2, 3, and 4 of Shannon Heights Addition, being Lots 2, 3, and 4, Block 16 of the Shannon Heights Addition. The 0.486 acre tract is located at 1909 and 1915 North Crockett Street.

The property is zoned an R-1 (One Family Residential) District and the owners would like to plat it into two lots. The Planning and Zoning Commission recommended approval of the Replat, subject to the Staff Review Letter.
CONSENT AGENDA.

REPLAT APPROVAL OF LOTS 2 AND 3, BLOCK 1, CHIEF'S ADDITION, BEING PART OF LOTS 2 AND 3, BLOCK 1, CHIEF'S ADDITION, CONTAINING 4.606 ACRES IN THE ELIZABETH JONES SURVEY, ABSTRACT NO. 625; A LIGHTHOUSE FOR KIDS, OWNERS; REESE AND LORIBETH SHAFFER, REPRESENTATIVES; AND HELVEY-WAGNER SURVEYING, INC., SURVEYOR [920 SOUTH F.M. 1417 (HERITAGE PARKWAY)]

APPROVAL OF REPLAT
CHIEF'S ADDITION
(920 S. FM 1417)

The City Council approved the Replat of Lots 2 and 3, Block 1, of the Chief's Addition, being part of Lots 2 and 3, Block 1, of the Chief's Addition. The 4.606 acre tract is located at 920 South FM 1417.

The property is zoned a C-1 (Retail Business) District and the owners would like to plat the property into two lots for commercial development. The Planning and Zoning Commission recommended approval of the Replat, subject to the Staff Review Letter.
CONSENT AGENDA.

CITIZENS REQUESTS

There were no citizen's requests.

CITIZENS REQUESTS

MEDIA QUESTIONS

There were no media questions.

MEDIA QUESTIONS

COUNCIL COMMENTS

SHERMAN HIGH SCHOOL

Council Member Teamann said it's exciting to get one step closer to seeing the new Sherman High School completed, and the City doing their part to help with that project.

SHERMAN HIGH
SCHOOL

BIG BOX LOCATIONS

Council Member Teamann said many "big box locations" sit empty for extended periods of time when a store goes out of business. He said it was exciting to see another business take over the old Haverty's building.

BIG BOX LOCATIONS

CONGRATULATIONS TO POLICE DEPARTMENT

Council Member Holland congratulated Chief Flores and the Police Department on earning the Best Practices Program Accreditation Certificate from the Texas Police Chief's Association.

POLICE BEST
PRACTICES
ACCREDITATION

SEPTEMBER 11 REMEMBRANCE

Deputy Mayor Howeth thanked Landmark Bank for their September 11 Remembrance Ceremony that was held earlier this week. She said it was a wonderful and moving ceremony. She also recognized Chief Flores for his speech at the event.

SEPTEMBER 11
REMEMBRANCE

CONSTITUTION DAY

Deputy Mayor Howeth reminded everyone that today is Constitution Day and said she was invited to speak at Katie Plyler Henderson's class today.

REMEMBER THOSE IMPACTED BY HURRICANE FLORENCE

Deputy Mayor Howeth asked citizens to remember those in North Carolina that were impacted by flooding from Hurricane Florence. She said her sister and niece live in Swansboro, North Carolina, and have been evacuated. Their community received over 34 inches of rain as of Sunday, September 16, 2018. She urged citizens to give to the Red Cross.

REMEMBER THOSE
IMPACTED BY
HURRICANE
FLORENCE

CONGRATULATIONS TO POLICE DEPARTMENT

Council Member Steele congratulated Chief Flores and the Police Department on earning the Best Practices Program Accreditation Certificate from the Texas Police Chief's Association. He said it was impressive that, out of 2,400 departments in Texas, Sherman was the 147th to earn the certification.

POLICE BEST
PRACTICES
ACCREDITATION

LONGER VIDEOS EQUAL MORE DEVELOPMENT

Council Member Stevenson recognized Mr. Strauch for his presentation on projects, saying longer videos equal more development. As Sherman grows, he said it was comforting to know that we have an excellent Police Department, an

LONGER VIDEOS
EQUAL MORE
DEVELOPMENT

COUNCIL MINUTES – SEPTEMBER 17, 2018

excellent Fire Department, and dedicated City staff. He said he was very interested to talk more about recycling at the next Council Meeting. He urged all citizens to try and reduce their waste.

CONGRATULATIONS TO STAFF

Mayor Plyler congratulated Chief Flores on the Police Department's earning the Best Practices Program Accreditation Certificate and Melissa Eason, Library Services Administrator, for the recent Library Award from the Texas Library Association. He said it was representative of how hard the City staff works and said the City is blessed to have the quality of employees they have.

**CONGRATULATIONS
TO STAFF**

ANNOUNCEMENTS

Mayor Plyler announced the following:

- Thanked everyone that made this year's Arts Fest such a successful event, especially Sarah McRae, Michelle Adams, and Albert Garza.
- The Blue Sky Songtellers' Gathering will be held in Kidd-Key Auditorium on September 28, 2018, and will feature George Strait's personal songwriter Dean Dillon. Several other Texas songwriters will present a concert to benefit the Sherman Police and Fire Associations.
- Sherman Downtown Now will host their Annual Stroll on the Square and Best Bite event on October 6, 2018.
- Main Street will be hosting biweekly Ghost Tours of Downtown Sherman on Fridays and Sundays during October. Tickets are \$15 per person.

ANNOUNCEMENTS

ADJOURNMENT

On Motion duly made and carried, the meeting adjourned at 5:58 p.m.

ADJOURNMENT

MAYOR

CITY CLERK



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

B.1.

Meeting Date: 10/01/2018

Prepared By: Linda Ashby, City Clerk

Approved By: Robby Hefton, City Manager

Caption:

PROCLAMATION

"National Disability Employment Awareness Month" – October 2018

Issue:

To recognize the talents of all people, including those with disabilities, and to celebrate the contributions they make to the workplace

Background:

Each year, the U.S. Department of Labor designates October as "National Disability Employment Awareness Month" to educate about disability employment issues and to celebrate the many contributions of America's workers with disabilities.

Origination:

The request for the proclamation originated with Workforce Solutions Texoma.

Financial Consideration:

There is no financial consideration to the City.

Staff Recommendation:

The staff recommendation is to present a proclamation designating October 2018 as "National Disability Employment Awareness Month" in the City of Sherman.

Alternatives:

The Council could choose not to present the proclamation.

Attachments

"National Disability Employment Awareness Month" Proclamation

Proclamation

WHEREAS, in 1945, Congress enacted a law designating the first week in October to recognize the employment needs and contributions of individuals with all types of disabilities, and in 1988 expanded the recognition to a month, and

WHEREAS, the nationwide campaign celebrates the contributions of workers with disabilities and emphasizes the importance of ensuring that all Americans have access to the services and supports to enable them to work, and

WHEREAS, in keeping with the United States Department of Labor's commitment to ensuring an American workforce for Americans of all abilities, this year's theme will be "America's Workforce: Empowering All", and

WHEREAS, workplaces welcoming of the talents of all people, including people with disabilities, are a critical part of our efforts to build an inclusive community and strong economy, and

WHEREAS, in this spirit, the City of Sherman will help raise awareness about disability employment issues and celebrate the many and varied contributions of people with disabilities.

NOW THEREFORE, I, David Plyler, Mayor of the City of Sherman, Texas, by the authority vested in me, do hereby proclaim October, 2018

NATIONAL DISABILITY EMPLOYMENT AWARENESS MONTH

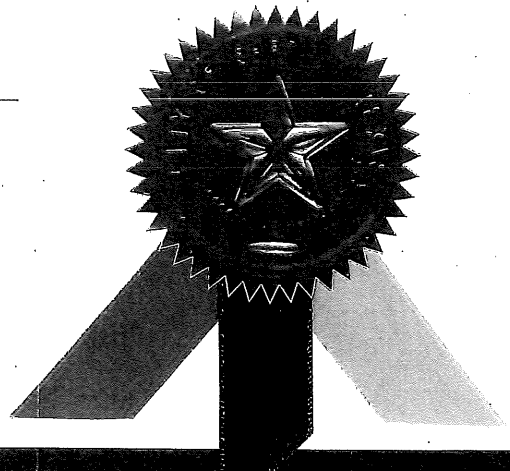
in the City of Sherman and encourage all employers, schools, and other community organizations to observe this month with appropriate programs and activities, and to advance its important message that people with disabilities are equal to the task throughout the year.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Sherman to be affixed this the 1st day of October, 2018.

Mayor

ATTEST:

Sinda Ashby
City Clerk





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

C.1.

Meeting Date: 10/01/2018

Prepared By: Clint Philpott, Director of Engineering

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6154

Closing and Abandoning a Portion of the Platted Right-of-Way being Kessler Boulevard between North Woods Street and West Pecan Street, as shown on Plat in Volume 306, Page 155 of the Deed Records of Grayson County, Texas, maintaining ownership of said Right-of-Way by the City of Sherman, being more particularly described on Exhibit "A" attached hereto and made a part hereof for all purposes

Issue:

To consider approving the closure and abandonment of right-of-way of Kessler Boulevard, between North Woods Street and West Pecan Street, as shown on plat in Volume 306, Page 155 of the Deed Records of Grayson County, Texas, being more particularly shown on Exhibit "A" attached hereto and made a part hereof for all purposes

Background:

Post Oak Creek, which runs parallel to Kessler Boulevard, has eroded and caused a slope failure to occur that includes a section of the roadway. A contract was approved in March 2016 to repair the erosion damage. Soon after construction started, another slope failure occurred which caused additional engineering and construction costs to rise. In May 2016, the second slope failure increased in size and caused additional damage. The failure started to affect an existing sanitary sewer line running along Kessler Boulevard. Construction was suspended. Staff decided to close Kessler and begin to purchase the nine homes due to future unpredictability of the creek. This also reduces risk of any future property damage. All homes have been purchased by the City of Sherman; the road will be removed and the property graded for a safer and more aesthetically pleasing look.

Origination:

Engineering Department

Financial Consideration:

None

Staff Recommendation:

It is recommended that the City Council approve the Ordinance closing and abandoning this right-of-way.

Alternatives:

As may be directed by the City Council

Attachments

Ordinance No. 6154

Exhibit "A"

Location Map

ORDINANCE NO. 6154

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, CLOSING AND ABANDONING A PORTION OF THE PLATTED RIGHT-OF-WAY BEING KESSLER BOULEVARD BETWEEN NORTH WOODS STREET AND WEST PECAN STREET, AS SHOWN ON PLAT IN VOLUME 306, PAGE 155 OF THE DEED RECORDS OF GRAYSON COUNTY, TEXAS, MAINTAINING OWNERSHIP OF SAID RIGHT-OF-WAY BY THE CITY OF SHERMAN, BEING MORE PARTICULARLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES; 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 the portion of platted right-of-way being Kessler Boulevard between North Woods Street and West Pecan Street, as shown on plat in Volume 306, Page 155 of the Deed Records of Grayson County, Texas, be and is hereby closed and abandoned, maintaining ownership of said right-of-way by the City of Sherman, and being more particularly described on the Exhibit "A" attached hereto and made a part hereof for all purposes.

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

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

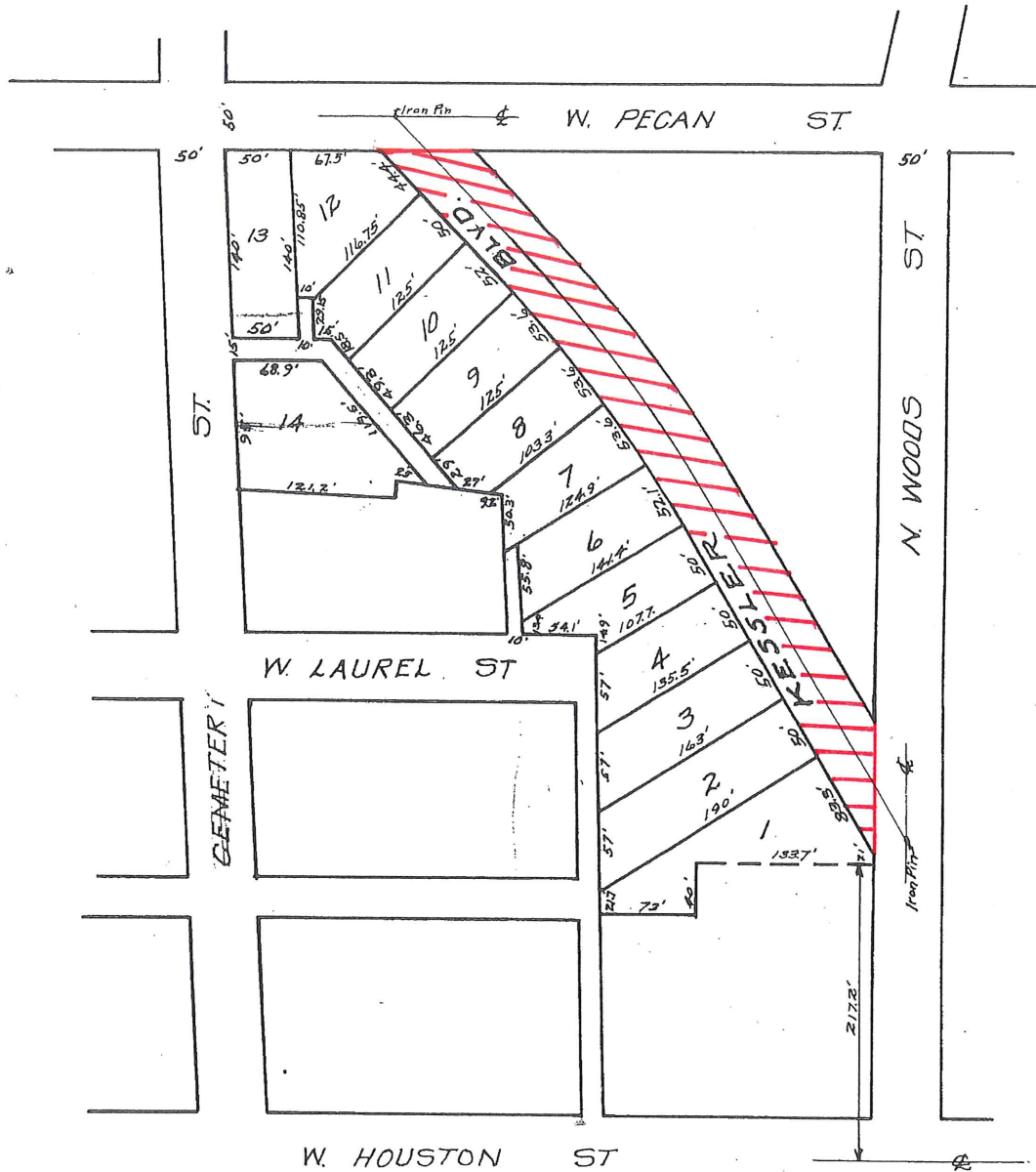
ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM AND
CONTENT:**

BY: _____
BRANDON S. SHELBY,
CITY ATTORNEY

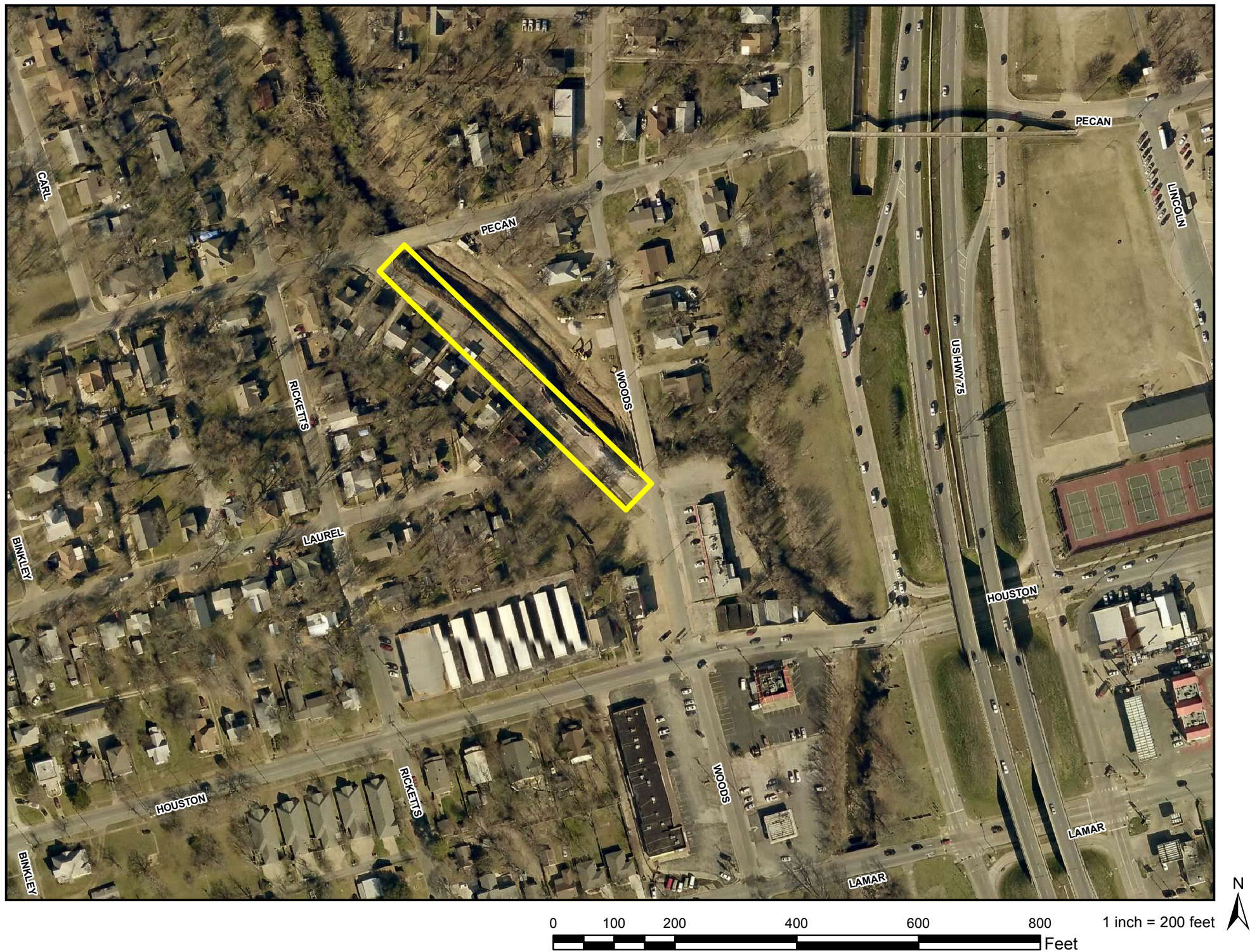
Exhibit "A"



 Right of Way
to be abandoned

PARKVIEW ADDITION
TO
CITY OF SHERMAN
VOL. 306 PAGE 155

Kessler Boulevard Closure & Abandonment





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

C.2.

Meeting Date: 10/01/2018

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

ADOPTION OF ORDINANCES

Consider Adoption of Ordinance Number: 6154

Issue:

C. 1. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6154

Closing and Abandoning a Portion of the Platted Right-of-Way being Kessler Boulevard between North Woods Street and West Pecan Street, as shown on Plat in Volume 306, Page 155 of the Deed Records of Grayson County, Texas, maintaining ownership of said Right-of-Way by the City of Sherman, being more particularly described on Exhibit "A" attached hereto and made a part hereof for all purposes



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

C.3.

Meeting Date: 10/01/2018

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. 1. * RESOLUTION NO. 6412

Authorizing Execution of an Encroachment Easement to John Gaddy and Brenda Gaddy for the Encroachment of a Single Family Residential Structure within the Platted Public Utility Easement running along the East side of Lot 10, Block 1 of Parkhaven Addition, Section Six, locally known as 2501 West Center Street in the City of Sherman, Texas

E. 1. * REQUEST TO ADVERTISE

Purchase and Installation of Playground Equipment, Shelters and Benches at Martin Luther King, Jr. Park Project

G. 3. * OTHER BUSINESS

Consider Request of Austin College to Temporarily Close Certain Streets for the 2018 Roo Run on Saturday, November 10, 2018

G. 4. * OTHER BUSINESS

Consider Request of St. Mary's Catholic School to Temporarily Close Certain Streets for the "Run Run Rudolph 5K and Family Fun Run/Walk" on Saturday, December 1, 2018



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

D.1.

Meeting Date: 10/01/2018

Prepared By: Clint Philpott, Director of Engineering

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 6412**

Authorizing Execution of an Encroachment Easement to John Gaddy and Brenda Gaddy for the Encroachment of a Single Family Residential Structure within the Platted Public Utility Easement running along the East side of Lot 10, Block 1 of Parkhaven Addition, Section Six, locally known as 2501 West Center Street in the City of Sherman, Texas

Issue:

To consider granting an encroachment easement into the platted public utility easement along the east side of Lot 10, Block 1 of Parkhaven Addition, Section Six in the City of Sherman, Texas

Background:

During the improvements survey on the subject property, it was noted that the single family residence located at 2501 West Center Street encroaches into the platted Utility Easement by a maximum of one foot (1'). An Easement Encroachment will be necessary for this property to receive a Certificate of Occupancy from the City of Sherman.

Origination:

John Gaddy and Brenda Gaddy, property owners

Financial Consideration:

None

Staff Recommendation:

City staff has no objections to the proposed encroachment and, upon receiving approval from the franchised utilities, it is recommended that the encroachment be granted.

Alternatives:

As may be directed by the City Council

Attachments

Resolution No. 6412

Encroachment Easement - 2501 West Center Street

Exhibit "A" as noted in both documents

Plat Parkhaven Addition, Section 6

Aerial Location Map

RESOLUTION NO. 6412

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN ENCROACHMENT EASEMENT TO JOHN GADDY AND BRENDA GADDY FOR THE ENCROACHMENT OF A SINGLE FAMILY RESIDENTIAL STRUCTURE WITHIN THE PLATTED PUBLIC UTILITY EASEMENT RUNNING ALONG THE EAST SIDE OF LOT 10, BLOCK 1 OF PARKHAVEN ADDITION, SECTION SIX, LOCALLY KNOWN AS 2501 WEST CENTER STREET IN THE CITY OF SHERMAN, TEXAS; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute an Encroachment Easement for the encroachment of a single family residential structure within the platted public utility easement running along the east side of Lot 10, Block 1 of Parkhaven Addition, Section Six, locally known as 2501 West Center Street in the City of Sherman, Texas, as shown on the Exhibit "A" 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**

ENCROACHMENT EASEMENT

STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF GRAYSON §

That the **CITY OF SHERMAN**, a municipal corporation of the State of Texas, hereinafter called "GRANTOR," in consideration of ONE DOLLAR AND NO CENTS (\$1.00) and other good and valuable consideration to it, in hand paid, hereby grants to **JOHN GADDY and BRENDA GADDY** of Sherman, Texas, hereinafter called "GRANTEE," an encroachment easement to allow a single family residential structure to encroach a maximum of 1-foot within a platted 10' Utility Easement on Lot 10, Block 1 of Parkhaven Addition Section Six, in the City of Sherman, as shown on the Exhibit "A," attached hereto and incorporated herein for all purposes. Said encroachment easement shall be inferior, subordinate, and subject to the GRANTOR'S rights herein.

This instrument shall be construed as conveying an encroachment easement to GRANTEE, its heirs, successors and assigns, for the limited purpose of allowing a permanent residence within the herein described encroachment area. GRANTEE agrees that all maintenance of the residence shall be the responsibility of the GRANTEE without cost, fees or expense to GRANTOR.

That GRANTEE shall fully and completely indemnify and hold harmless the GRANTOR and any franchise utilities utilizing said easement from any and all damages, actions, suits, claims, demands, liabilities, executions and judgments, whether liquidated or unliquidated, absolute or contingent, direct or indirect, at law or in equity, together with attorney fees which may occur in any manner by reason of any manner, fact, or thing arising from this conveyance and use of the area.

In the event it becomes necessary for the GRANTOR or any public utility to utilize the encroachment area for the purpose of installing new utilities, removing or repairing any public utilities located therein, GRANTEE hereby releases GRANTOR and any public utility from any and all claims for damages, costs or expenses, and shall include, but specifically not be limited to, the cost of repair, relocation, or removal of structure and loss of use of such area.

TO HAVE AND TO HOLD the above described encroachment easement unto the said GRANTEE, its heirs, successors and assigns, until the use of such encroachment is no longer necessary.

EXECUTED this the _____ day of _____, 2018.

CITY:

CITY OF SHERMAN, a Texas home-rule
municipal corporation

OWNER:

JOHN GADDY and BRENDA GADDY,
homeowners

BY: _____

Robby Hefton,
City Manager

BY: _____

John Gaddy,
Homeowner

BY: _____

Brenda Gaddy,
Homeowner

Approved as to Form and Content:

By: _____

Brandon Shelby,
City Attorney

Attest: _____

Linda Ashby,
City Clerk

STATE OF TEXAS §
 §
COUNTY OF GRAYSON §

THIS INSTRUMENT was subscribed, sworn to and acknowledged before me on _____, 2018, by Robby Hefton, City Manager of the **CITY OF SHERMAN**, a Texas home-rule municipal corporation, on behalf of said corporation.

Notary Public, State of Texas
Printed Name of Notary: _____
My Commissions Expires: _____

STATE OF TEXAS §
 §
COUNTY OF GRAYSON §

THIS INSTRUMENT was subscribed, sworn to and acknowledged before me on _____, 2018, by John Gaddy, individually, to be the person whose name is subscribed to the forgoing instrument and who acknowledged to me that he executed the same for the purposes and consideration expressed therein.

Notary Public, State of Texas
Printed Name of Notary: _____
My Commissions Expires: _____

STATE OF TEXAS §
 §
COUNTY OF GRAYSON §

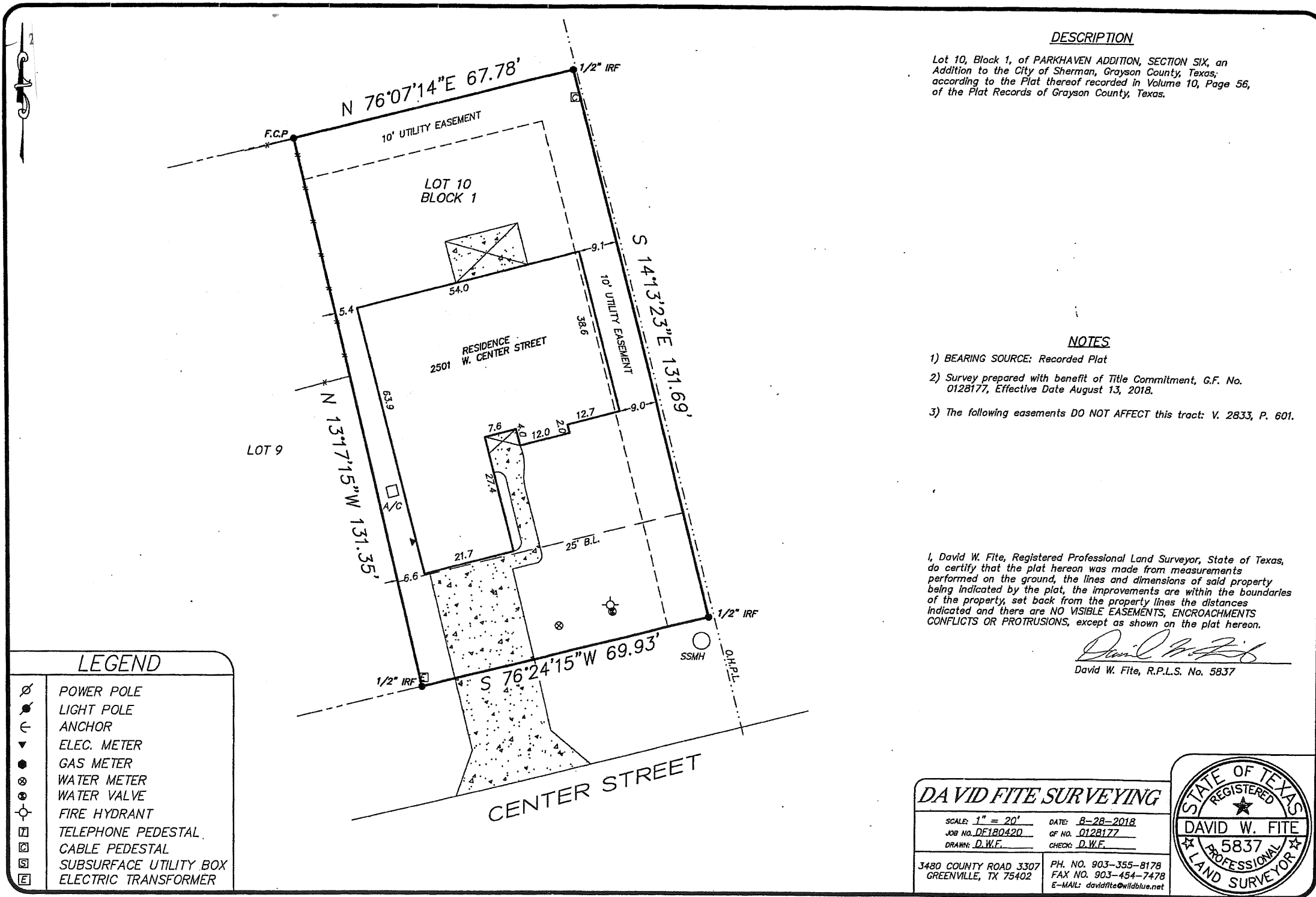
THIS INSTRUMENT was subscribed, sworn to and acknowledged before me on _____, 2018, by Brenda Gaddy, individually, to be the person whose name is subscribed to the forgoing instrument and who acknowledged to me that he executed the same for the purposes and consideration expressed therein.

Notary Public, State of Texas

Printed Name of Notary: _____

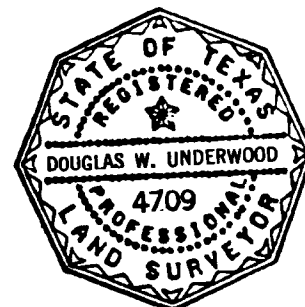
My Commissions Expires: _____

Exhibit "A"



KNOWN ALL MEN BY THESE PRESENTS:

That I, Douglas W. Underwood, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments thereon were properly placed under my personal supervision, in accordance with the subdivision regulations of the City of Sherman, Texas.

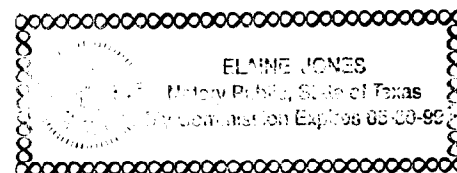


Douglas W. Underwood
Registered Professional
Land Surveyor, No. 4709

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 Douglas W. Underwood, known to me to be the person whose name is subscribed to the foregoing instrument acknowledged to me that he executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 3rd day of June, 1996.



Elaine Jones
Notary Public in and for
the State of Texas
Commission Expires: 5/30/99

NOW THEREFORE KNOWN ALL MEN BY THESE PRESENTS:

THAT, PARK DEVELOPMENT, INC., does hereby adopt this plat designating the hereinabove property as Final Plat of Parkhaven Addition, Section Six, an addition to the City of Sherman, Texas, and does 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 all or part or any buildings, fences, trees, shrubs or other improvements or growths which in anyway endanger or interfere with the construction, maintenance, or efficiency of its respective systems on any of these easements strips 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, patrolling, maintaining and adding to or removing all or 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.

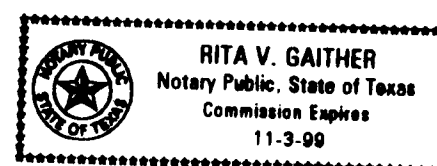
WITNESS MY HAND this 23 day of July, 1996.

E. J. Fattal
Park Development, Inc.
Elias J. Fattal, President

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 Elias J. Fattal, known to me to be the person whose name is subscribed to the foregoing instrument acknowledged to me that he executed the same for the purpose and consideration therein expressed.

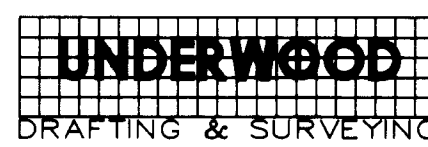
GIVEN UNDER MY HAND AND SEAL OF OFFICE this 23 day of July, 1996.



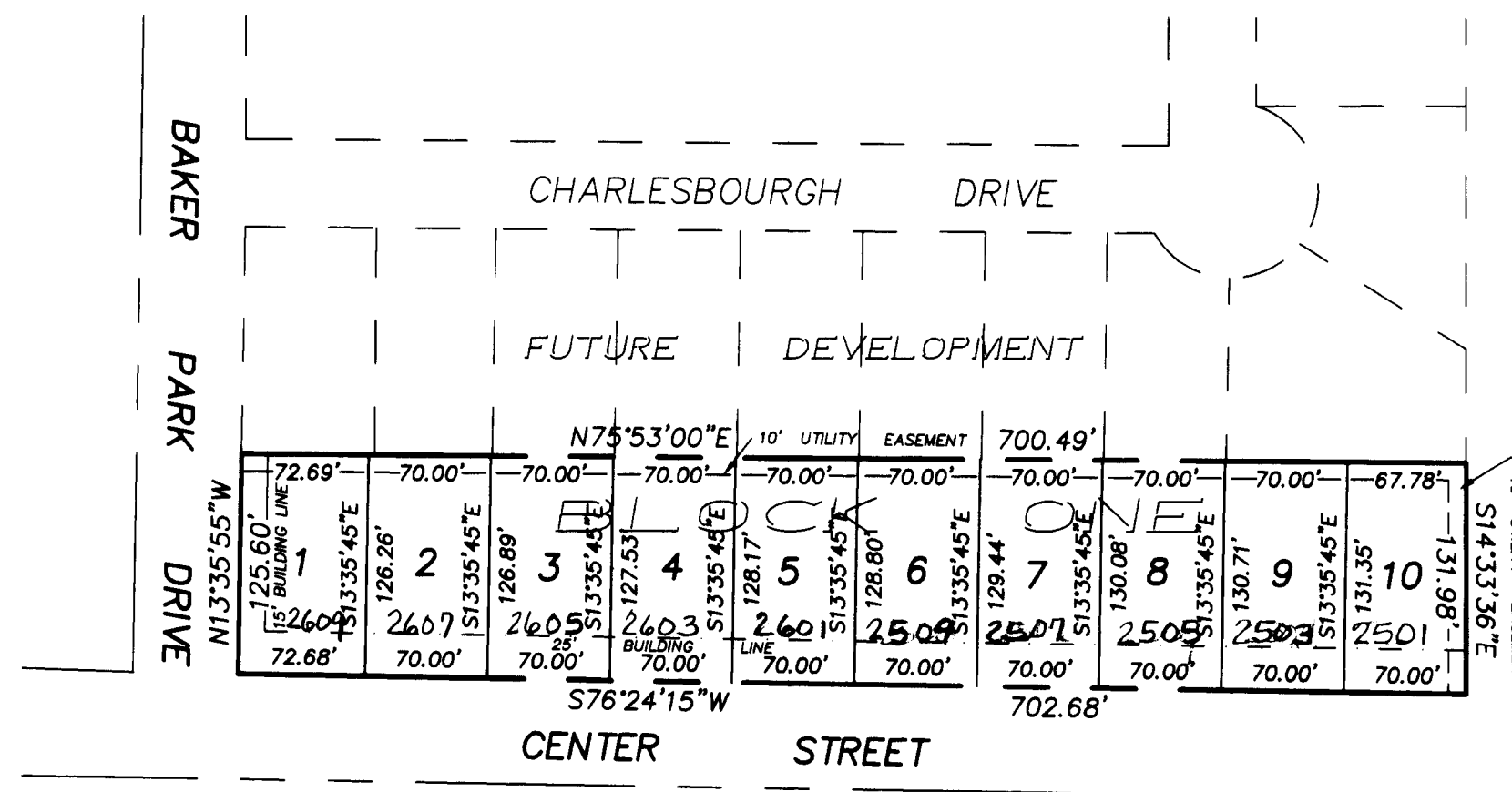
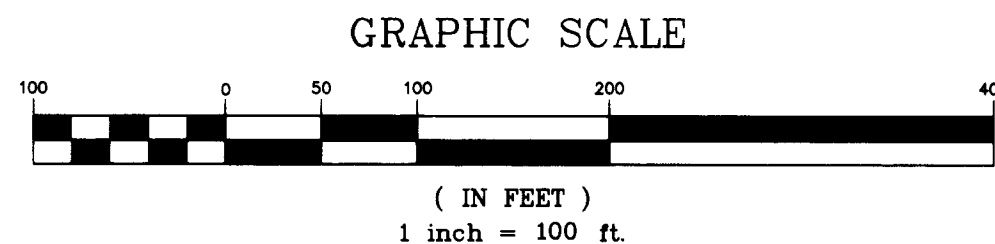
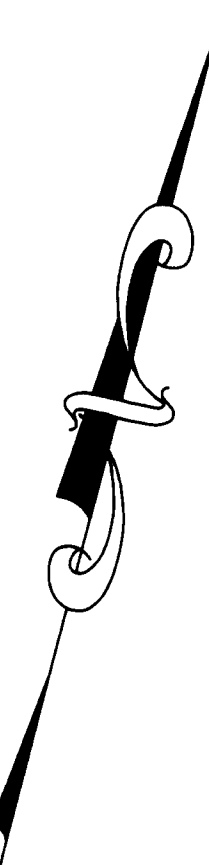
Rita V. Gaither
Notary Public, State of Texas
Commission Expires: 11-3-99

12310

SURVEYOR
DOUGLAS W. UNDERWOOD
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 4709



118 WEST CHESTNUT STREET DENISON, TEXAS 75020 (903)465-2151



Legal Description

Situated in the County of Grayson, State of Texas, being a part of the Elizabeth Jones Survey, Abstract No. 625, also being a part of a 23.9071 acre tract of land described in Tract One in Substitute Trustee's Deed from Thomas Wainwright, Substitute Trustee to Olney Savings Association, dated February 2, 1988, recorded in Volume 1959, Page 748, Real Property Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows:

Beginning at a 1/2" steel rod at the intersection of East Right-of-Way line of Baker Park Drive and the North Right-of-Way line of Center street, said rod also being the southwest corner of said 23.9071 acre tract;
Thence North 13°35'55" East with said east line a distance of 125.60 feet to a set 1/2" steel rod;
Thence North 75°53'00" East a distance of 700.49 feet to a 1/2" steel rod;
Thence South 14°33'36" East a distance of 131.98 feet to a 1/2" steel rod in the North Right-of-Way line of Center Street;
Thence South 76°24'15" West with said North right-of-way line a distance of 702.68 feet to the Point-of-Beginning and containing 2.074 acres of land, more or less.....

Approved this 14 day of May, 1996, by the City Planning and Zoning Commission of the City of Sherman, Texas.

Kelvin C. Casteen
Chairman

Scott Shaddean
Secretary

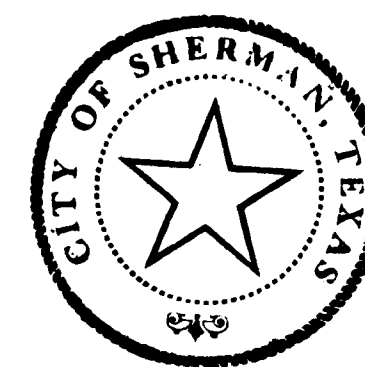
Accepted by the City Council of the City Sherman

Mayor, City of Sherman, Texas
Date 7-29-96

The Undersigned, the City Clerk of the City of Sherman, hereby certifies that the foregoing, Final Plat of Parkhaven Addition, Section Six, to the City of Sherman, Texas, was submitted to the City Council on the 20 day of May, 1996, 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 29th day of July, 1996.

Linda Ashby
Clerk, City of Sherman, Texas



13375
FILED FOR RECORD
7:30 1996
at 7:30 o'clock PM
Recorded in Vol. 10 Page 56
SARA JACKSON
County Clerk, Grayson Co., Texas
By Linda Ashby
Deputy

OWNER
PARK DEVELOPMENT, INC.
84 NOTRE DAME W. SUITE 901
MONTREAL, QUEBEC
CANADA H2Y1S6

VOL 10 Pg 56

C-97

2501 W. Center St.



0 250 500 1,000 1,500 2,000 1 inch = 500 feet Feet





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

D.2.

Meeting Date: 10/01/2018

Prepared By: Clint Philpott, Director of Engineering

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6414

Authorizing Execution of a Professional Services Agreement with Kimley-Horn and Associates, Inc. for the Engineering Design of Phases 1B and 2A of the Washington Street/Taylor Street Project

Issue:

To consider a contract for professional services with Kimley-Horn and Associates, Inc. for the engineering design of Phases 1B and 2A of the Washington Street/Taylor Street Project

Background:

In 2016, the updated City's 2009 Thoroughfare Plan identified a potential connection of Taylor Street/McGee Street across Heritage Parkway (F.M. 1417). Shortly after the need was identified, schematic design for the connection began. Due to the lack of development driving the need for this street, final design was put on hold. Currently, developers are looking to develop the 45-acre tract just west of the McGee/Brookdale intersection. Kimley-Horn has been asked to complete the design of Phases 1B and 2A of the Washington Street/Taylor Street Project to ensure the thoroughfare gets installed along with the 45-acre residential development.

Origination:

Engineering Department

Financial Consideration:

Final Engineering Design of Phases 1B and 2A of the Washington Street/Taylor Street Project will be \$331,000.00.

Staff Recommendation:

It is recommended that the contract for professional services with Kimley-Horn and Associates, Inc. for the engineering design of Phases 1B and 2A of the Washington Street/Taylor Street Project be approved.

Alternatives:

As may be directed by the City Council

Attachments

Resolution No. 6414

Professional Service Agreement with all Exhibits

Location Map

RESOLUTION NO. 6414

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC. FOR THE ENGINEERING DESIGN OF PHASES 1B AND 2A OF THE WASHINGTON STREET/TAYLOR STREET 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 contract documents being properly completed and approved as to form and content by the City Attorney, to execute a Professional Services Agreement with Kimley-Horn and Associates, Inc. for the engineering design of Phases 1B and 2A of the Washington Street/Taylor Street Project, in accordance with all contract documents attached hereto and made a part hereof for all purposes.

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

PASSED AND APPROVED on this the ____ day of _____, 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**

AGREEMENT FOR PROFESSIONAL SERVICES

THIS Agreement for Professional Services ("Agreement") is entered into October 1, 2018 by and between the CITY OF SHERMAN, TEXAS, hereinafter referred to as the "City", and Kimley-Horn and Associates, Inc., a North Carolina corporation, hereinafter referred to as "Company or ENGINEER".

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

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

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

ARTICLE I

GENERAL

The Company shall furnish and pay for all labor, tools, materials, equipment, supplies, transportation and management necessary to perform all Services set forth in Article II hereof for

the City in accordance with the terms, conditions and provisions of the Scope of Services, attached hereto as Exhibit "A" and incorporated herein for all purposes, and all of the terms, conditions, and provisions of this Agreement. The City may, at any time, stop any Services by the Company upon giving the Company written notice. Company shall be bound to City by the terms, conditions and responsibilities toward the City for Company's services set forth in this Agreement.

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

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

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

Company will use its professional skill, judgment and abilities in the performance of its work and Services hereunder, and all work and Services performed under this Agreement shall be conducted in a manner consistent with that level of care and skill ordinarily exercised by reputable

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

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

Notwithstanding anything to the contrary in this Agreement, the Company is and shall be construed to be an independent contractor exercising control over its work and services and the manner in which it is performed. Nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture, a joint enterprise relationship, or to allow the City to exercise discretion or control over the professional manner in which the Company performs the work and Services which are the subject matter of this Agreement; provided always however that the work and Services to be provided by Company shall be provided in a manner

consistent with all applicable laws, standards, rules and regulations governing such work and Services. The method and manner in which Company's work and Services hereunder shall be performed shall be determined by Company in its sole discretion. The officers, employees, agents, and representatives of, and the methods, equipment and facilities used by, the Company shall at all times be under the Company's exclusive direction and control.

ARTICLE II

SERVICES

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

WASHINGTON STREET / TAYLOR STREET PROJECT (PHASE 1B AND 2A)
AS DESCRIBED IN THE SCOPE OF SERVICES ATTACHED HERETO AS
EXHIBIT "A".

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

C. Neither City's review, approval or acceptance of, nor payment for any of the Services required or provided under this Agreement, shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement or a release of the responsibility and liability of Company, its owners, officers,

employees, subcontractors, agents and consultants for the accuracy and competency of the same, and Company shall be and remain liable to City in accordance with applicable law for all damages to City caused by Company's negligent performance of or willful misconduct in connection with any of the Services or any other services or work furnished by or on behalf of Company under or in connection with this Agreement, nor shall such review, approval, acceptance, or payment be deemed to be an assumption of or an indemnification for such responsibility or liability by City for any defect, error or omission in the same, and shall not constitute nor be deemed a release of the responsibility and liability of Company, its employees, associates, agents and consultants for the accuracy or competency of their designs, working drawings and specifications, or other Services, documents and work, it being understood that City at all times is relying on Company's skill and knowledge in preparing and providing the Services.

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

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

the Company or this Agreement or if the design of the project should be defective in any way, Company will assume sole responsibility for any damages, loss, claims, or expenses to the extent caused by Company's recommendation of unsuitable materials or defective design.

ARTICLE III

PAYMENT

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

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

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

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

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

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

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

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

D. City may deduct from any amounts due or to become due to Company any sum or sums owing by Company to City. In the event of any breach by Company of any provision or obligation of this Agreement, or in the event of the assertion by other parties of any claim or lien against City, or the City's premises or property, arising out of Company's performance of this Agreement, City shall have the right to retain out of any payments due or to become due to Company an amount sufficient to completely protect the City from any and all loss, damage or expense there from, until the breach, claim or lien has been satisfactorily remedied or adjusted by the Company.

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

ARTICLE IV

TIME FOR PERFORMANCE

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

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

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

ARTICLE V

DOCUMENTS

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

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

C. Company agrees to and does hereby grant and assign to City all intellectual property rights (whether copyright or otherwise) in and to all such instruments of service in which Company may have a copyright or other intellectual property interest, and to all designs as to which Company may assert any rights or establish any claim under patent, copyright, or other intellectual property laws. Company, after completion of the Services and final payment, agrees to furnish the originals of all such instruments of service to the City (or, if this Agreement is terminated or the project for

which the Services are being provided is abandoned prior to such completion, Company shall provide the originals of all such instruments of service (whether finished or unfinished) to the City upon such termination or abandonment and the payment of any amounts then due the Company pursuant to this Agreement).

D. All documents or other instruments of service supplied by or on behalf of Company to City as provided herein shall be in Microsoft Word 2003 or compatible with Microsoft Word 2003.

ARTICLE VI

TERMINATION

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

B. Either City or Company may suspend or terminate this Agreement because of a breach of this Agreement by the other party, such suspension or termination to be effective ten (10) days after receipt by the breaching party of a written notice specifying such breach, unless the breaching party corrects such breach or presents a mutually agreeable plan to cure such breach

within such time. In the event of such suspension or termination, payment to the Company, in accordance with the terms of this Agreement, will be made on the basis of Services reasonably determined by City to be satisfactorily performed prior to the date of suspension or termination. Such payment will be due upon delivery of all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items, or any other instruments of service, in whatever form or format, prepared by, for, or on behalf of Company in connection with this Agreement, to City.

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

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

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

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

ARTICLE VII

INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VIII

COMPANY'S INDEMNIFICATION OBLIGATION

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

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

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

ARTICLE IX

COMPANY INDEMNIFICATION FOR EMPLOYEES

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

ARTICLE X

ASSIGNMENT

Company shall not and has no power or authority to sell, assign, transfer, or otherwise convey (by any means, including by operation of law or otherwise), or subcontract, this Agreement or any right, duty, obligation or part thereof, without the prior written consent of City. Sale of

more than 50% ownership of Company shall be construed as an assignment, transfer, or other conveyance, and any such sale, assignment, transfer, or other conveyance, or subcontract, without the City's prior written consent shall be null and void *ab initio*.

ARTICLE XI

APPLICABLE LAWS; GOVERNING LAW; VENUE

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

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

ARTICLE XII

ADJUSTMENTS IN SERVICES

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

ARTICLE XIII

EXECUTION BECOMES EFFECTIVE

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

ARTICLE XIV

AGREEMENT AMENDMENTS

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

ARTICLE XV

GENDER AND NUMBER; HEADINGS

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

ARTICLE XVI

NOTICES AND AUTHORITY

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

B. The City agrees to send all notices required under this Agreement to the Company at 2201 West Royal Lane, Suite 275, Irving, TX 75063.

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

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

ARTICLE XVII

MISCELLANEOUS

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

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

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

similar in its terms to such illegal, invalid or unenforceable term or provision as may be possible, with the intent that such added term or provision is legal, valid and enforceable.

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

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

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

IN WITNESS WHEREOF, parties have caused this Agreement to be executed in duplicate this _____ day of _____ 2018, with an original to each party.

COMPANY: KIMLEY-HORN AND ASSOCIATES, INC.

BY: 

NAME: G. Brad Tribble

TITLE: Senior Vice President

ATTEST: BY: 

NAME: LOUIS N. ANTE

TITLE: Associate

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 of Engineering

APPROVED AS TO FORM:

Brandon S. Shelby, City Attorney

Exhibit A

Scope of Services

Washington Street / Taylor Street Project (Phase 1B and 2A)

October 1, 2018

Project Understanding

Kimley-Horn and Associates, Inc. prepared preliminary design plans for Washington Street/ Taylor Street from SH 289 to North Grant Drive (approximately 19,700-linear feet) and complete final construction plans for Phase 1A (FM 1417 to North Grant Drive roundabout) under a separate agreement (Resolution 6082, dated May 16, 2016). This Agreement includes preparing final construction plans of Washington Street/Taylor Street for the following phases:

- Phase 1B: Little Lane to FM 1417 (approx. 1,300-linear feet)
- Phase 2A: Easternmost Post Oak floodplain limit to Little Lane (approx. 2,700-linear feet), through the proposed Heritage Crossing development

The final construction plans for each Phase will be independent standalone sets and will include: cover, sheet index, general notes, typical sections, project control, roadway design (ultimate 4-lane divided) with temporary paving transitions between each Phase, internalized drainage system, pavement marking and signing, landscaping, irrigation, and illumination in the median, 12" water line along the roadway, erosion control, and cross-sections. Each plan set will also include a bid alternate for constructing only the southern half of the 4-lane divided roadway). The improvements will be designed in accordance with City of Sherman design criteria.

In addition to design services, the scope also includes (for each Phase): providing additional easement documents (if necessary), geotechnical services, bidding documents for the City's use during the bidding phase, limited construction phase services, and preparation of record drawings.

Scope of Services

1. Easement Instruments of Conveyance (if necessary)

- 1.1. This task is to prepare additional Easement Instruments of Conveyance (if necessary) to be identified during final design of each Phase. Required easements may include drainage, slope, utility, sidewalk, and/or temporary construction, etc.
- 1.2. Right-of-way instruments (narrative and graphic exhibits of right-of-way takes) have been prepared under a separate agreement and not included under this Agreement.
- 1.3. Prior to the preparation of formal Easement Instruments of Conveyance, prepare up to five (5) exhibits for City's use during property owner negotiations showing the existing ROW and easements in addition to the proposed easements and improvements.
- 1.4. Prepare up to five (5) easement instruments.
- 1.5. Individual parcel exhibits will be on 8 ½"x11" paper, will be sealed, dated, and signed by a Registered Professional Land Surveyor and will contain the following:
 - 1.5.1 Parcel number, area required, area remaining, legal description and current owner;
 - 1.5.2 Any existing platted easements or easements filed by separate instrument including easements provided by utility companies;
 - 1.5.3 Physical features;

- 1.5.4 Metes and bounds description of parcel to be acquired. The description will be provided on a separate sheet from the exhibit. Each type of easement will be described separately.
- 1.6. Any changes or modifications to the easement documents because of design changes requested by the City will be considered *Additional Services*. *Additional Services* shall be performed only upon written authorization of the City after additional fee has been agreed upon.

2. Geotechnical (Phases 1B and 2A)

Engineer, through a subconsultant, will provide geotechnical investigation and recommendations for pavement and subgrade. Engineer will rely on geotechnical recommendations for pavement and subgrade design. The geotechnical task includes the following:

2.1. Subsurface Exploration

- 2.1.1 Along the proposed roadway alignment, drill and extrude three (3) sample borings to depths of 10' below existing grade using truck-mounted equipment. Additional depths or borings will be provided as *Additional Services* only upon written City authorization.
- Check samples for consistency with a hand penetrometer;
 - Stake the boring locations using normal taping procedures;
 - Backfill bore holes and plug at the surface.

2.2. Laboratory Services

- 2.2.1 Considering the planned facilities, anticipated soil conditions, and geology, the following laboratory tests will be required for classification purposes and to determine strength characteristics:
- Moisture content and soil identification;
 - Sieve test for every stratum encountered within the pavement test borings;
 - Liquid and plastic limit determinations;
 - Unit weight determinations;
 - Eades and Grim lime series tests;
 - Soluble sulfate tests (to determine lime-induced heaving potential).

2.3. Engineering Services

- 2.3.1 Prepare an Engineering report presenting the following:
- Sample boring location map;
 - General soil and ground-water conditions;
 - Comments on the presence and effect of expansive soils on roadway construction will be provided. Alternative methods of reducing any anticipated shrink/swell movements associated with expansive clays will be included for roadway construction, if required;
 - Recommendations for pavement subgrade stabilization type and concentration
 - Guidelines for Portland cement concrete pavement design. The pavement design will use a 20-year life cycle analysis and will follow standard AASHTO design guidelines (City will provide design service life, traffic types, counts, and wheel loadings);
 - Earthwork recommendations.
- 2.3.2 Submit one (1) copy of the report to the City.

3. Final Design (Phases 1B and 2A)

Engineer will prepare construction documents for Phases 1B and 2A improvements. The following tasks are included:

3.1. Project Meetings, Coordination, and Correspondence

- 3.1.1 Conduct up to three (3) progress meetings with City staff and other stakeholders.
- 3.1.2 Coordinate with subconsultants (survey and geotechnical)
- 3.1.3 Prepare and e-mail monthly progress reports to the project team (City and Engineer).
- 3.1.4 Project administration, including preparation of project correspondence and invoicing documents.
- 3.1.5 Project site visits (up to two (2) trips).
- 3.1.6 Implement QA/QC protocol during final design task.

3.2. Roadway

- 3.2.1 Prepare plan / profile sheets (22"x34" plan sheets at a scale of 1"=20' horizontal, and 1"=2' vertical). The final bid documents will be 11"x17" plan sheets at a scale of 1"=40' horizontal, and 1"=4' vertical.
- 3.2.2 Analyze driveways within the project and develop driveway profiles as needed. Typically driveways will be defined vertically by spot elevations.
- 3.2.3 For side street reconstruction more than 100' beyond the main street right-of-way, prepare a plan / profile of the side street improvements. Otherwise, the side street improvements will be defined vertically by spot elevations.
- 3.2.4 Develop design cross-sections at 50' intervals and at driveway centerlines.
- 3.2.5 In locations where the elevation difference between the roadway and adjacent property warrants, provide design details to construct retaining walls (utilizing applicable TxDOT standards). Structural design of non-standard walls is not included.
- 3.2.6 Prepare transition plans between each Phase.
- 3.2.7 Prepare bid alternate plans for the southern half of the 4-lane divided section.
- 3.2.8 Prepare roadway details to clarify intent of design.
- 3.2.9 Compile applicable City standard details. Modify standard details as needed.

3.3. Drainage

- 3.3.1 Incorporate the preliminary design submittal review comments.
- 3.3.2 Perform final storm sewer sizing and alignment design. Prepare final inlet design sheets and hydraulic design sheets for inclusion in the plans
- 3.3.3 Prepare storm sewer plan / profile sheets depicting storm sewer lines, inlets, junction boxes, connections, manholes, utility crossings, and the hydraulic grade lines
- 3.3.4 Prepare profiles for the proposed storm drain laterals.
- 3.3.5 Determine outfall grading requirements and provide plans and details for channel protection. Design of retaining walls and gabion mattresses (beyond specification of material/method) will be provided as *Additional Services* only upon City written authorization.
- 3.3.6 Provide plan sheets and details to construct storm sewer outfalls.
- 3.3.7 Prepare drainage details to clarify intent of design. Compile applicable City standard details. Modify standard details as needed.
- 3.3.8 Create details for connections to existing system (where applicable).
- 3.3.9 Prepare erosion control plan. Incorporate Best Management Practices (BMPs) from NPDES Phase II initiative.

3.4. City Utilities

- 3.4.1 Water

- Minor adjustments to existing water valve boxes, etc. will be specified in the plans;
 - Prepare the plan and profile for 12" water line within limits of each Phase.
 - Intersecting mains and service lines will be replaced to just beyond the limits of new pavement construction.
- 3.4.2 Sewer
- No sanitary sewer line relocations are included;
 - Minor adjustments to existing manholes, etc. will be specified in the plans.
- 3.4.3 Prepare utility details to clarify intent of design.
- 3.4.4 Compile applicable City standard details. Modify standard details as needed.
- 3.5. Franchise Utilities
- 3.5.1 Evaluate potential conflicts.
- 3.5.2 Notify the City if any relocations may be required.
- 3.5.3 City will perform the coordination with the franchise utilities if any relocations are required.
- 3.6. Landscape (within ROW)
- 3.6.1 Hardscape
- Pedestrian Facilities: Prepare plans for the pedestrian sidewalk including layout, materials, specifications, and details for construction;
- 3.6.2 Softscape
- Landscape: Provide median landscape plans (including hydromulch), including planting layout, material specifications, planting details, notes and quantities;
 - Irrigation: Prepare median irrigation plans including head, meters, and vault locations, piping layout, and material specifications, notes and quantities.
- 3.6.3 Bid alternate will not include landscaping.
- 3.7. Illumination (median only)
- 3.7.1 Provide street light layout, electrical plans, conduit locations, pull box locations, and applicable notes/details;
- 3.7.2 Provide supporting electrical calculations;
- 3.7.3 Provide technical specifications for the light poles and fixture.
- 3.7.4 Bid alternate will not include illumination.
- 3.8. Traffic
- 3.8.1 Traffic Control Plans (to be prepared by the Contractor and reviewed by City during construction):
- Update suggested sequence of construction narrative prepared during preliminary design;
 - Compile applicable City and TxDOT standard details.
- 3.8.2 Pavement Markers, Markings, and Signage Plans
- Prepare pavement markers and marking layouts in accordance with City design standards and the Texas Manual of Uniform Traffic Control Devices (TMUTCD);
 - Prepare details to clarify intent of design;
 - Compile applicable City standard details. Modify standard details as needed.
 - Prepare sign layout;
 - Determine the mounting requirements for each sign or sign cluster based on TxDOT standards.
- 3.9. Develop cover, sheet index and control sheets.
- 3.10. Prepare general notes and specification data. Identify and prepare special specifications and/or special provisions applicable to the project.

- 3.11. Compile and update the overall opinion of probable construction cost.
- 3.12. Final design submittal (90%)
 - 3.12.1 Submit up to three (3) hardcopies to the City for review and comment, including .pdf
 - 3.12.2 Submittal shall include the following (for each Phase):
 - Final design plans (22"x34" full-size sheets);
 - Pay Item Listing (City to supply the front-end documents);
 - Opinion of probable construction cost;
 - Provide a completed application for the City to submit to the Texas Department of Licensing and Regulation (along with one of the plan sets) for review in accordance with to the Elimination of Architectural Barriers Act. The application fees will be paid directly by the City.
- 3.13. Incorporate the final design submittal review comments.
- 3.14. Prepare the final opinion of probable construction cost.
- 3.15. Final design submittal (Final, issued for Bidding purposes)
 - 3.15.1 Submit up to three (3) 22"x34" full-size and three (3) 11"x17" half-size sets of plans and specifications to the City, including .pdfs.
 - 3.15.2 Submit the final pay item listing and opinion of probable construction cost.
 - 3.15.3 Submit a letter of notification to the City stating completion of the design of the project.

4. Bid Phase Services (Phases 1B and 2A)

- 4.1. City will issue bid documents to prospective bidders, maintain list of bidders, tabulate bids received, and evaluate the compliance of bid received.
- 4.2. Assist the City with issuing addenda as appropriate to interpret, clarify, or expand the bidding documents as needed.

5. Construction Phase Services (Phase 1B and 2A)

Engineer's involvement during the construction phase of the project will only be provided upon the City's request, and the tasks listed below are anticipated to be led and handled by the City. However, our scope of services could include any of the tasks below if requested. The budgeted fee identified allows for approximately fifty (50) hours of Engineer's labor and anticipated expenses.

- 5.1. Prepare AutoCAD .dwg base files upon Contractor's request. Contractor will be required to execute an indemnification agreement (prepared by Engineer and provided to Contractor).
- 5.2. *Pre-Construction Conference.* Attend the Pre-Construction Conference prior to commencement of Work at the Site.
- 5.3. *Clarifications and Interpretations.* Issue clarifications and interpretations of the Contract Documents to Client as appropriate to the orderly completion of Contractor's services. Such clarifications and interpretations will be consistent with the intent of the Contract Documents. Field Orders authorizing variations from the requirements of the Contract Documents will be made by Client.
- 5.4. *Change Orders.* Recommend Change Orders to Client, as appropriate. Review and make recommendations related to Change Orders submitted or proposed by the Contractor.
- 5.5. *Disagreements between Client and Contractor.* Render written decision on all claims of Client and Contractor relating to the acceptability of Contractor's services or the

interpretation of the requirements of the Contract Documents pertaining to the progress of Contractor's services. In rendering such decisions, Engineer shall be fair and not show partiality to Client or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

- 5.6. *Substantial Completion.* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Client and Contractor, conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list. If after considering any objections of Client, Engineer considers the Work substantially complete, Engineer shall notify Client and Contractor.
- 5.7. *Limitation of Responsibilities.* Engineer shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work. Engineer shall not have the authority or responsibility to stop the work of any Contractor.
- 5.8. Project Management, Visits to Site and Observation of Construction, Recommendations with Respect to Defective Work, Shop Drawings and Samples, Substitutes and "or-equal," Inspections and Tests, Applications for Payment and Final Notice of Acceptability of the Work will be considered *Additional Services*. *Additional Services* shall be performed only upon written authorization of the City after additional fee has been agreed upon.

6. Record Drawings (Phases 1B and 2A)

- 6.1. Prepare project "Record Drawings" based on information provided by the Contractor and/or City as to the actual field placement of the work including any changes or deletions. Engineer is not responsible for the accuracy of the information provided by the Contractor and/or the City. Engineer will provide the following deliverables:
 - 6.1.1 One (1) set of reproducible (22" x 34") Record Drawings.
 - 6.1.2 One (1) set of .pdf file Record Drawings (each sheet will be a separate .pdf file).
 - 6.1.3 One (1) AutoCAD base file for incorporation into the City's GIS system.

7. Additional Services

Services not specifically identified in the Scope of Services above shall be considered additional and shall be performed on an individual basis only upon authorization by the City. Such services shall include, but are not limited to, the following:

- 7.1. Construction staking;
- 7.2. Title Research;
- 7.3. Definition of easements outside of Phases 1B and 2A;
- 7.4. Traffic Simulations;
- 7.5. Environmental Permitting;
- 7.6. Sanitary Sewer Design;
- 7.7. Renderings or Sketches;
- 7.8. Coordination with USACE;
- 7.9. Design of any offsite improvements beyond the improvements identified in the scope;
- 7.10. Preparation for and attendance at public meetings;
- 7.11. Additional Channel Permitting:
 - Conditional Letter of Map Revision (CLOMR);
 - Letter of Map Revision (LOMR);
 - Floodplain development permit.

- 7.12. Furnish additional copies of review documents and/or bid documents in excess of the number of the same identified above;
- 7.13. Construction Phase Services beyond those specified in Task 4;
- 7.14. Assist the City as an expert witness in litigation in connection with the project or in hearings before approving and regulatory agencies;
- 7.15. Redesign to reflect project scope changes requested by the City, required to address changed conditions or change in direction previously approved by the City, mandated by changing governmental laws, or necessitated by the City's acceptance of substitutions proposed by the contractor.

Fee and Billing

Engineer will perform the services identified in the Scope of Services on either a Lump Sum (LS) or Hourly/Reimbursable (CP) basis in accordance with the following tasks:

<u>Lump Sum (LS)</u>	<u>Task Fee</u>
Task 3 – Final Design (Phases 1B and 2A)	\$ 292,000
Subtotal (LS):	\$ 292,000
<u>Hourly/Reimbursable (CP)</u>	<u>Task Fee (estimated)</u>
Task 1 – Right-of-Way / Easement Instruments of Conveyance	\$ 5,000
Task 2 – Geotechnical (Phase 1B and 2A)	\$ 4,000
Task 4 – Bid Phase Services (Phases 1B and 2A)	\$ 10,000
Task 5 – Construction Phase Services (Phases 1B and 2A)	\$ 10,000
Task 6 – Record Drawings (Phases 1B and 2A)	\$ 10,000
Subtotal (CP):	\$ 39,000
TOTAL:	\$ 331,000

Engineer will perform the **Lump Sum Tasks** identified in the Scope of Services for a fee of **\$292,000**.

Engineer will perform **Hourly/Reimbursable Tasks** identified in the Scope of Services on a labor fee plus expense (reimbursable) basis. For your budgeting purposes, we recommend allocating **\$39,000** for these tasks (not-to-exceed). The fee breakdowns above are provided for budgeting purposes only and not intended to represent the maximum budgets for each task. KHA reserves the right to reallocate the budgets as necessary. Direct reimbursable expenses (subconsultant fees, out-of-house printing, courier services, etc.) will be billed at a rate of 1.10 times cost. Labor fee will be billed on an hourly basis per the current hourly rates, which is subject to annual adjustment. A percentage of labor fee (6%) will be added to each invoice to cover certain other expenses such as telecommunications, printing, in-house reproduction, postage, computer expenses, supplies, and local mileage. All permitting, application, and similar project fees will be paid directly by the City.

Phases 1B and 2A of Washington Street/Taylor Street





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

E.1.

Meeting Date: 10/01/2018

Prepared By: Theresa Hutchinson, Parks & Recreation Manager

Approved By: Robby Hefton, City Manager

Caption:

*** REQUEST TO ADVERTISE**

Purchase and Installation of Playground Equipment, Shelters and Benches at Martin Luther King, Jr. Park Project

Issue:

Approval of a request to advertise for proposals for a project to purchase and install playground equipment, shelters and benches at Martin Luther King, Jr. (MLK) Park

Background:

At the May 15, 2017 meeting, the City Council approved and adopted the 2017 Parks Master Plan. The highest priority initiatives arising from the Plan update were identified and included in the approved 2017-2022 Capital Improvement Plan. Updates to existing park structures for MLK Park were among these initiatives.

Origination:

Department of Parks and Recreation

Financial Consideration:

This project for MLK Park improvements, estimated at \$110,000.00, will qualify for funding through the Community Development Block Grant and will not require matching funds. Advertising costs are estimated to be about \$200.00.

Staff Recommendation:

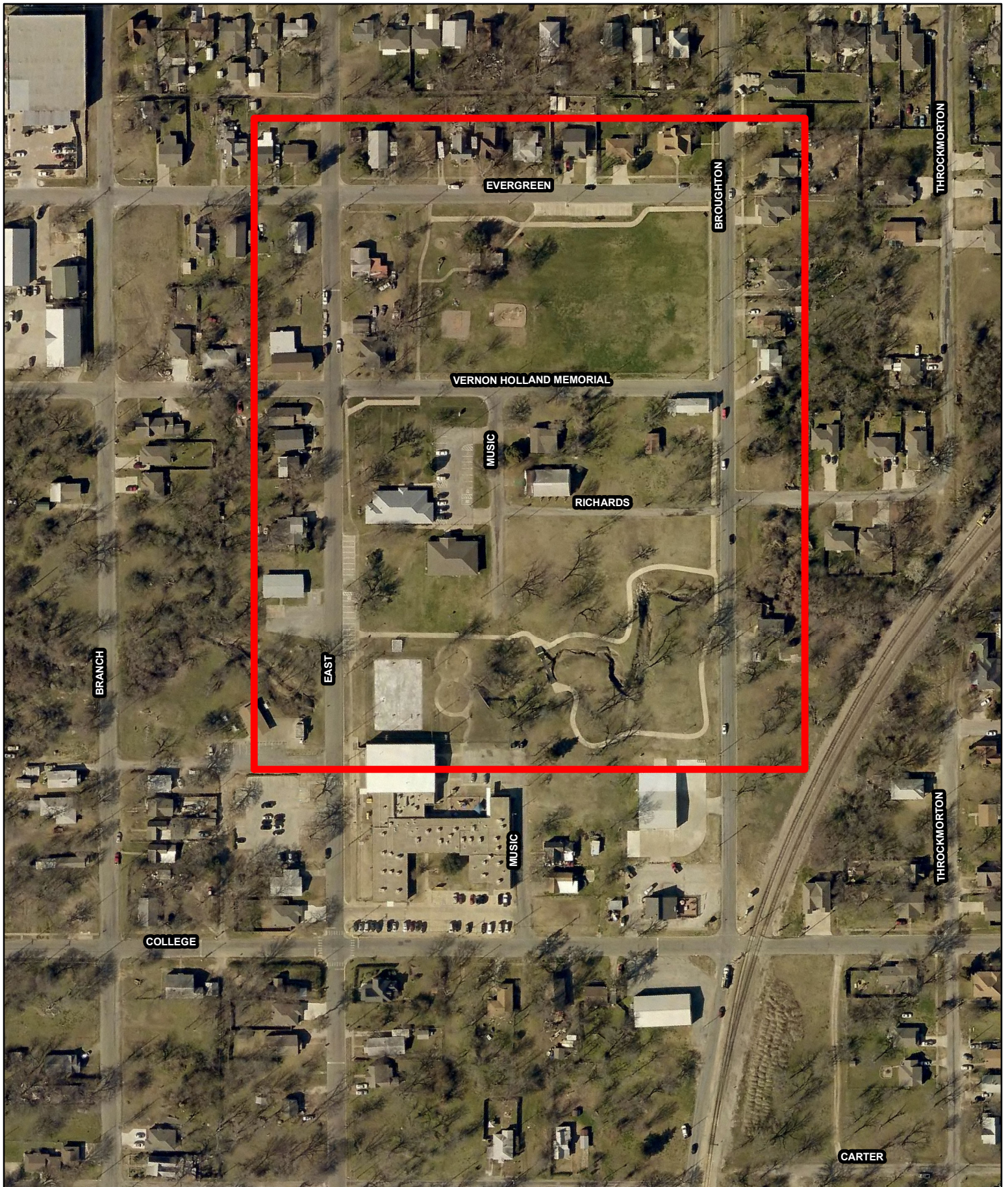
Staff recommends the City Council approve advertising related to the public request for proposals for the purchase and installation of playground equipment, shelters and benches at MLK Park project.

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: 10/01/2018

Prepared By: Clint Philpott, Director of Engineering

Approved By: Robby Hefton, City Manager

Caption:

CHANGE ORDER NO. 1

Sherman Streetscapes Phase II 2018 Project; Highway 19 Construction, LLC.; \$74,290.00 increase

Issue:

To consider the approval of Change Order No. 1 with Highway 19 Construction, LLC. for the Sherman Streetscapes Phase II 2018 Project

Background:

Change Order No. 1 relates to increasing the scope of the project to take advantage of additional (unused) grant funds that are available because the original project bids came in less than budgeted. City staff recommends increasing the scope of the project by adding curb/gutter in certain locations along East Lamar Street and East Houston Street. These items were included as additive alternates of the original bids.

Origination:

Engineering Department

Financial Consideration:

The change order results in a \$74,290.00 increase in the contract amount, yielding a final contract price of \$435,366.00.

Staff Recommendation:

It is recommended the Change Order No. 1 for the Sherman Streetscapes Phase II 2018 Project be approved

Alternatives:

As may be directed by the City Council

Attachments

Change Order No.1

Aerial Location Map

CONSTRUCTION CONTRACT CHANGE ORDER NUMBER: 1

1. CONTRACTOR: HIGHWAY 19 CONSTRUCTION, LLC

2. Change Order Work Limits: Sta. _____ to Sta. _____

3. Type of Change (on federal-aid non-exempt projects): Minor (Major/Minor)

4. Describe the change and the reason for the change order. When necessary, include exceptions to this agreement.

Adding portion of additive alternate along E Lamar St and E Houston St to utilize full budget amount.

Adjusted base bid items that were missing from original plans. Added curb and gutter along E Lamar St and E Houston St where the plans didn't have any.

CCSJ: 0045-04-066
Project: Sherman Streetsca
Highway: TX-56
County: GRAYSON
District: PARIS
Contract Number: STP2017(412)TAPS

5. New or revised plan sheet(s) are attached and numbered: 01-01 through 04-16

Each signatory hereby warrants that each has the authority to execute this Change Order.

By signing this change order, the contractor agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change. Further, the contractor agrees that this agreement is made in accordance with Item 4 and the Contract. Exceptions should be noted in the response for #5 above. THE CONTRACTOR Date <u>09/11/18</u> By <u>HIGHWAY 19 CONSTRUCTION</u> Typed/Printed Name <u>JUAN YANEZ</u> Typed/Printed Title <u>OWNER</u>	The following information must be provided Time Ext. #: <u>1</u> Days added on this C.O.: <u>45</u> Amt. added by this change order: <u>\$74,290</u> For TxDOT use only: Days participating: _____ Amount participating: _____ Signature _____ Date _____ Name/Title _____
--	---

RECOMMENDED FOR EXECUTION:

Christopher Armstrong, Assist City Engineer 9/12/18
Name/Title _____ Date _____

Name/Title _____ Date _____
☐ APPROVED ☐ REQUEST APPROVAL

Name/Title _____ Date _____

Name/Title _____ Date _____
☐ APPROVED ☐ REQUEST APPROVAL

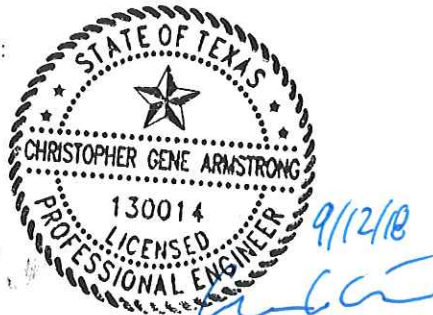
Name/Title _____ Date _____

Name/Title _____ Date _____
☐ APPROVED ☐ REQUEST APPROVAL

Name/Title _____ Date _____

Name/Title _____ Date _____
☐ APPROVED

Engineer's Seal:



CONSTRUCTION CONTRACT CHANGE ORDER NUMBER: 1

Estimated Cost: \$74,290

CCSJ: 0045-04-066

Paid by Invoice? (☐ Yes ☐ No)

TABLE A: Force Account Work and Materials Placed into Stock

LABOR	HOURLY RATE	EQUIPMENT	HOURLY RATE

TABLE B: Contract Items

				ORIGINAL + PREVIOUSLY REVISED		NEW		OVERRUN/ UNDERRUN
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	ITEM COST	
0500-6001	MOBILIZATION	LS	50,000.00	1.00	50,000.00	1.00	50,000.00	0.00
0502-6001	BARRICADES, SIGNS AND TRAFFIC	MO	1,000.00	17.00	17,000.00	17.00	17,000.00	0.00
104-6013	REMOVE CONC (FOUNDATIONS)	SY	500.00	1.00	500.00	1.00	500.00	0.00
104-6017	REMOVE CONC (DRIVEWAYS)	SY	10.00	581.00	5,810.00	705.00	7,050.00	1,240.00
104-6022	REMOVE CONC (CURB AND GUTTER)	LF	5.00	130.00	650.00	181.00	905.00	255.00
104-6024	REMOVE CONC (RETAINING WALLS)	SY	25.00	7.00	175.00	7.00	175.00	0.00
104-6036	REMOVE CONC (SIDEWALK OR RAM)	SY	10.00	377.00	3,770.00	598.00	5,980.00	2,210.00
104-6040	REMOVE CONC (PAVERS)	SY	15.00	100.00	1,500.00	100.00	1,500.00	0.00
104-6044	REMOVE CONC (FLUME)	SY	25.00	7.00	175.00	7.00	175.00	0.00
105-6011	REMOVING STAB BASE & ASPH PAV	SY	10.00	67.00	670.00	271.00	2,710.00	2,040.00
479-6001	ADJUSTING MANHOLES	EA	1,000.00	0.00	0.00	2.00	2,000.00	2,000.00
496-6002	REMOVE STR (INLET)	EA	1,000.00	1.00	1,000.00	2.00	2,000.00	1,000.00
496-6002	REMOVE STR (INLET)(METAL GRATE	EA	500.00	1.00	500.00	1.00	500.00	0.00
496-6014	REMOVE STR (RAILROAD CROSSING	EA	5,000.00	2.00	10,000.00	2.00	10,000.00	0.00
496-6097	REMOVE STR (RR TRACK)	LF	50.00	48.00	2,400.00	48.00	2,400.00	0.00
628-6002	REMOVE ELECTRICAL SERVICES (W	EA	3,000.00	2.00	6,000.00	2.00	6,000.00	0.00
644-6068	RELOCATE SM RD SN SUP & AM TY	EA	300.00	2.00	600.00	1.00	300.00	- 300.00
677-6007	ELIM EXT PAV MRK & MRKS (24")	LF	5.00	16.00	80.00	0.00	0.00	- 80.00
GRA-0001	CLEARING LANDSCAPE PLANTING	SF	15.00	73.00	1,095.00	73.00	1,095.00	0.00
351-6013	FLEXIBLE PAVEMENT STRUCTURE R	SY	75.00	34.00	2,550.00	0.00	0.00	- 2,550.00
351-6015	FLEXIBLE PAVEMENT STRUCTURE R	SY	100.00	105.00	10,500.00	0.00	0.00	- 10,500.00
360-6047	CONC PVMT (CONT REINFCRCP)(6")	SY	75.00	500.00	37,500.00	573.00	42,975.00	5,475.00
TOTALS					152,475.00		153,265.00	790.00

CONSTRUCTION CONTRACT CHANGE ORDER NUMBER: 1

TABLE B: Contract Items (Continued)

CCSJ: 0045-04-066

ITEM	DESCRIPTION	UNIT	UNIT PRICE	ORIGINAL + PREVIOUSLY REVISED		NEW		OVERRUN/ UNDERRUN
				QUANTITY	ITEM COST	QUANTITY	ITEM COST	
4646003	PIPE (CLIII)(18 IN)	LF	100.00	10.00	1,000.00	10.00	1,000.00	0.00
4656029	INLET (COMPL)(PCU)(3FT)(NONE)	EA	5,000.00	1.00	5,000.00	1.00	5,000.00	0.00
4656233	INLET (COMP)(SIDEWALK BRIDGE)	EA	5,000.00	2.00	10,000.00	2.00	10,000.00	0.00
5296007	CONC CURB & GUTTER	LF	30.00	544.00	16,320.00	1,009.00	30,270.00	13,950.00
5316002	CONC SIDEWALKS (5")	SY	65.00	1,541.00	100,165.00	2,074.00	134,810.00	34,645.00
5316004	CURB RAMPS (TY 1)	EA	1,200.00	8.00	9,600.00	8.00	9,600.00	0.00
6666048	REFL PAV MRK TY1 (W) 24" (SLD)(10	LF	10.00	197.00	1,970.00	0.00	0.00	- 1,970.00
6662024	REFL PAV MRK TY1 (W) 6" (SLD) (100	LF	5.00	188.00	940.00	0.00	0.00	- 940.00
6666225	PAVMENT SEALER 6"	LF	5.00	188.00	940.00	0.00	0.00	- 940.00
6666230	PAVEMENT SEALER 24"	LF	10.00	197.00	1,970.00	0.00	0.00	- 1,970.00
6786002	PAV SURF PREP FOR MRK (6")	LF	10.00	188.00	1,880.00	0.00	0.00	- 1,880.00
6786008	PAV SURF PREP FOR MRK (24")	LF	10.00	197.00	1,970.00	0.00	0.00	- 1,970.00
5036001	RETROFIT DET WARN SURF (SURF A	SF	35.00	162.00	5,670.00	130.00	4,550.00	- 1,120.00
5056013	CONCRETE VEICULAR GRADE CROS	LF	50.00	32.00	1,600.00	0.00	0.00	- 1,600.00
GRA0003	WALL MOUNT LIGHT	EA	2,500.00	1.00	2,500.00	1.00	2,500.00	0.00
GRA0004	VAULT DOOR	EA	1,000.00	0.00	0.00	1.00	1,000.00	1,000.00
GRA0005	PRE-FORMED BOX WITH COVER	EA	5,000.00	0.00	0.00	1.00	5,000.00	5,000.00
GRA0007	6" PVC PIPE	LF	15.00	54.00	810.00	54.00	810.00	0.00
GRA0008	PRE-FAB CATCH BASIN	EA	3,500.00	1.00	3,500.00	1.00	3,500.00	0.00
1926013	MULCH	SY	10.00	58.00	580.00	93.00	930.00	350.00
1926016	PLANT BED PREPERATION	SY	17.00	58.00	986.00	93.00	1,581.00	595.00
1926024	PLANT MATERIAL (30 GAL) (TREE)	EA	700.00	14.00	9,800.00	14.00	9,800.00	0.00
1926024	PLANT MATERIAL (30 GAL) (TREE)	EA	1,200.00	0.00	0.00	8.00	9,600.00	9,600.00
1926046	PLANT MATERIAL (MIN 3" CAL)(B&B)	EA	1,500.00	4.00	6,000.00	8.00	12,000.00	6,000.00
1056001	LOOSE AGGREGATE FOR GROUND	CY	100.00	12.00	1,200.00	2.00	200.00	- 1,000.00
1682001	VEGETATIVE WATERING	MG	100.00	2.00	200.00	3.50	350.00	150.00
1936001	PLANT MAINTENANCE	MO	2,000.00	12.00	24,000.00	12.00	24,000.00	0.00
1936001	PLANT MAINTENANCE	MO	1,300.00	0.00	0.00	12.00	15,600.00	15,600.00
The "Totals" from Table B of the previous work sheet:					152,475.00		153,265.00	790.00
					361,076.00		435,366.00	74,290.00
TOTALS								



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



1 inch = 184 feet



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

G.1.

Meeting Date: 10/01/2018

Prepared By: Zachary Flores, Police Chief

Approved By: Robby Hefton, City Manager

Caption:

OTHER BUSINESS

Receive Presentation from Police Sergeant Brett Mullen on the Police Department's Annual Halloween Event, "Fright Fest"

Issue:

The Police Department's 17th annual Halloween "Fright Fest" on Wednesday, October 31, 2018 from 6:00 p.m. to 8:30 p.m.

Background:

"Fright Fest" is the non-profit Halloween event sponsored by the Police Department, offering children and parents a safe, controlled environment in which to trick-or-treat. The Police Department will again provide a live band, "Willie Kickit", who gave an excellent performance at last year's "Fright Fest".

There is no fee charged to the participants to set up; and they are allowed to advertise in any way they choose. They are only asked to show up and bring a lot of candy to give away. In the past, participants have set up booths ranging from a simple card table and chair to an elaborate haunted house, built on site. A trophy is awarded to the group with the best display.

Origination:

Police Department

Financial Consideration:

There is no financial impact to be considered.

Staff Recommendation:

The Council need take no action on this agenda item - informational only.

Attachments

2018 Fright Fest Flyer



SHERMAN POLICE DEPARTMENT

FRIGHT FEST

**Wednesday,
October 31, 2018
6:00 pm – 8:30 pm**

**Municipal Grounds
(400 block N. Rusk)**



Once again, the Sherman Police Department is getting ready for the Halloween activity known as Fright Fest. In case you don't know, Fright Fest is a Halloween event sponsored by the Sherman Police

Department that offers kids and parents a safe, controlled environment in which to trick-or-treat. It was started after the attacks on 9-11 to give parents a feeling of security.

Basically, contact is made with as many businesses, government agencies, church groups, and other organizations as possible and arrange for them to set up a booth and hand out candy. The event is held on the Municipal Grounds in Sherman (across from Bearcat Stadium) and the Sherman Police Department will provide for a live band (Willie Kickit).

There is no fee charged to the groups to set up and you are allowed to advertise in any way you choose. Vendors are prohibited from selling any items.

All we ask is that your group/business shows up and brings a lot of candy to give away. In the past, participants have set up booths as simple as a card table and chair to as elaborate as a haunted house built on site. The "Cindy Carr Spooky Booth" trophy is awarded to the group with the best display. The event usually draws anywhere from 1500 to 3000 trick-or-treaters and their parents from all over the Grayson County area.

**SET-UP BEGINS AT NOON.
BOOTHS MUST BE SET UP
NO LATER THAN 5:00 P.M.**

If your organization would like to participate, please email (preferable) Sgt. Brett Mullen at brettm@ci.sherman.tx.us and provide the following:

Subject Line: Fright Fest 2018

Group/Business Name

Contact Name, Phone and Email

Type of Set up: Table, Canopy, or other set up

Need Electricity: Yes or No

A confirmation email will be sent upon receipt of the above information.

If phone contact is required, call 903-328-3010.

The deadline to sign up is Friday, October 26th, 5:00 pm.



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

G.2.

Meeting Date: 10/01/2018

Prepared By: Zachary Flores, Police Chief

Approved By: Robby Hefton, City Manager

Caption:

OTHER BUSINESS

Receive Presentation from Police Chief Zachary Flores and Hidell & Associates Consultant Aaron Babcock on the Sherman Police Department's Current and Proposed Facilities

Issue:

A presentation on the Police Department's current facility and a proposed new facility

Background:

The Police Department presented to the Council during the Budget Workshop plans concerning a comprehensive remodel of the current police facility. At the direction of the Council, the Department has explored options concerning the feasibility of building a new police headquarters. This presentation is meant to communicate to the Council the Department's findings.

Origination:

City Manager

Financial Consideration:

There is no financial impact associated with this presentation.

Staff Recommendation:

Staff is seeking the Council's input on whether to proceed with the remodeling of the current facility or pursue the construction of a new police station.



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

G.3.

Meeting Date: 10/01/2018

Prepared By: Sarah McRae, Tourism/Main Street Manager

Approved By: Robby Hefton, City Manager

Caption:

*** OTHER BUSINESS**

Consider Request of Austin College to Temporarily Close Certain Streets for the 2018 Roo Run on Saturday, November 10, 2018

Issue:

Austin College has submitted a request to close certain streets surrounding the Austin College campus for the 2018 Roo Run, Run for 'Roos 5K and 1-mile Fun Run, beginning at 8:00 a.m. on Saturday, November 10, 2018

Background:

Austin College is sponsoring its annual Roo Run, Run for 'Roos 5K and 1-mile Fun Run on Saturday, November 10, 2018. The activities will begin at 8:00 a.m. and will follow the route outlined on the attached map.

Origination:

Madeline Miller, Philanthropy Chair of the Kappa Gamma Chi Sorority at Austin College

Financial Consideration:

City labor and equipment to provide traffic control assistance and implement barricade placement and removal will be required.

Staff Recommendation:

It is recommended that the City Council approve this request and authorize the necessary assistance to accommodate the event.

Alternatives:

As recommended by the City Council

Attachments

Roo Run Request Letter 2018

Roo Run Route Map 2018

August 28, 2018

Mr. Nate Strauch
220 W Mulberry St.
PO Box 1106
Sherman, TX 75090

Dear Mr. Nate Strauch,

I am the current Philanthropy Chair of the Kappa Gamma Chi Sorority at Austin College. In celebration of our hundredth year on campus, we plan to reinstate our annual 5K 'Roo Run' and alternative 1-mile fun run which was previously used as an event to raise funds for a local charity or community service provider. For the past few years the college has organized this event, but our enthusiastic alumni have requested that our sorority once again organize the event.

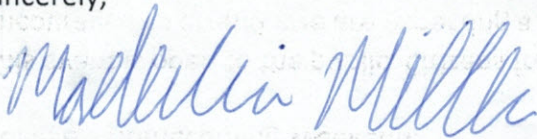
We plan to donate all proceeds collected from the event to the Grayson County Crisis Center, in honor of one hundred years of women attending AC. A map of the planned route has been including in this letter. Our proposed date for the run is November 10th, 2018, during Austin College's Homecoming Weekend.

This event is open to the public. Citizens from Sherman and its surrounding cities are encouraged to attend. We are expecting a large turnout from current students, our sorority alumni, and AC alumni who are in town for Homecoming. The event will be advertised on both the sorority and AC's social media accounts. Additionally, flyers will be distributed on and around campus.

Please do not hesitate to contact myself via phone at 512-808-7148 or via email at madelineemilymiller@gmail.com if any questions or concerns arise. Alternatively, our Service Chair Adina Ybarra is also available and can be contacted at aybarra17@austincollege.edu.

We are very excited to celebrate this milestone with the community and look forward to working with you.

Sincerely,



Madeline Miller
Philanthropy Chair of the Kappa Gamma Chi Sorority



- East on Brockett to Lee
- South on Lee to Pecan
- East on Pecan to Harrison
- North on Harrison to Old Settlers Park

- West on Old Settlers Park Drive, Exiting Park at West Gate and under Grand Ave. Viaduct
- South on Grand to Lewis
- West on Lewis to Luckett

2018 Austin College “Roo Run”

- South on Lockett St to Dugan
 - West on Dugan to Bledsoe
 - South on Bledsoe to Richards
 - West on Richards to Maxey
 - South on Maxey to Williams
 - East on Williams to Porter
 - South on Porter to Jerry E. Apple Stadium
- Finish at Jerry E. Apple Stadium



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

G.4.

Meeting Date: 10/01/2018

Prepared By: Sarah McRae, Tourism/Main Street Manager

Approved By: Robby Hefton, City Manager

Caption:

*** OTHER BUSINESS**

Consider Request of St. Mary's Catholic School to Temporarily Close Certain Streets for the "Run Run Rudolph 5K and Family Fun Run/Walk" on Saturday, December 1, 2018

Issue:

St. Mary's Catholic School is planning to hold its 7th Annual "Run Run Rudolph 5K and Family Fun Run/Walk" on Saturday, December 1st as part of their fundraising campaign and is requesting the City of Sherman's assistance with traffic control along the route.

Background:

The event will begin at 8:45 a.m. and will follow the route outlined on the attached map. The event will require barricade placement and removal as well as police officers to maintain safety at certain points along the route.

Origination:

Donnette Diehl, St. Mary's "Run Run Rudolph 5K Fun Run" Chairperson

Financial Consideration:

Barricade placement and removal and police support provided by the City

Staff Recommendation:

It is recommended that the City Council approve this request and authorize the necessary assistance to accommodate the event.

Alternatives:

As directed by the Council

Attachments

Run Run Rudolph Request Letter

Run Run Rudolph Route Map



August 31, 2018

Robby Hefton
City of Sherman
220 West Mulberry Street
Sherman, TX 75090-5832

Dear Mr. Hefton,

We are requesting to hold the 8th Annual St. Mary's Run Run Rudolph 5K and Family Fun Run/Walk on Saturday, December 1, 2018. We are estimating 400 runners to participate and respectfully request traffic support as well as cones to be placed along the 5K route. The Fun Run starts at 8:45 a.m. and the 5K starts at 9:15 a.m. and our route will begin and end at 713 South Travis at the St. Mary's Catholic School parking lot (course map attached).

We hold events such as these to help offset tuition costs so that we can offer an affordable Christian Education for all families who desire this for their children. I sincerely appreciate your consideration of this event. If you have any questions, please feel free to contact me at (903) 436-5502.

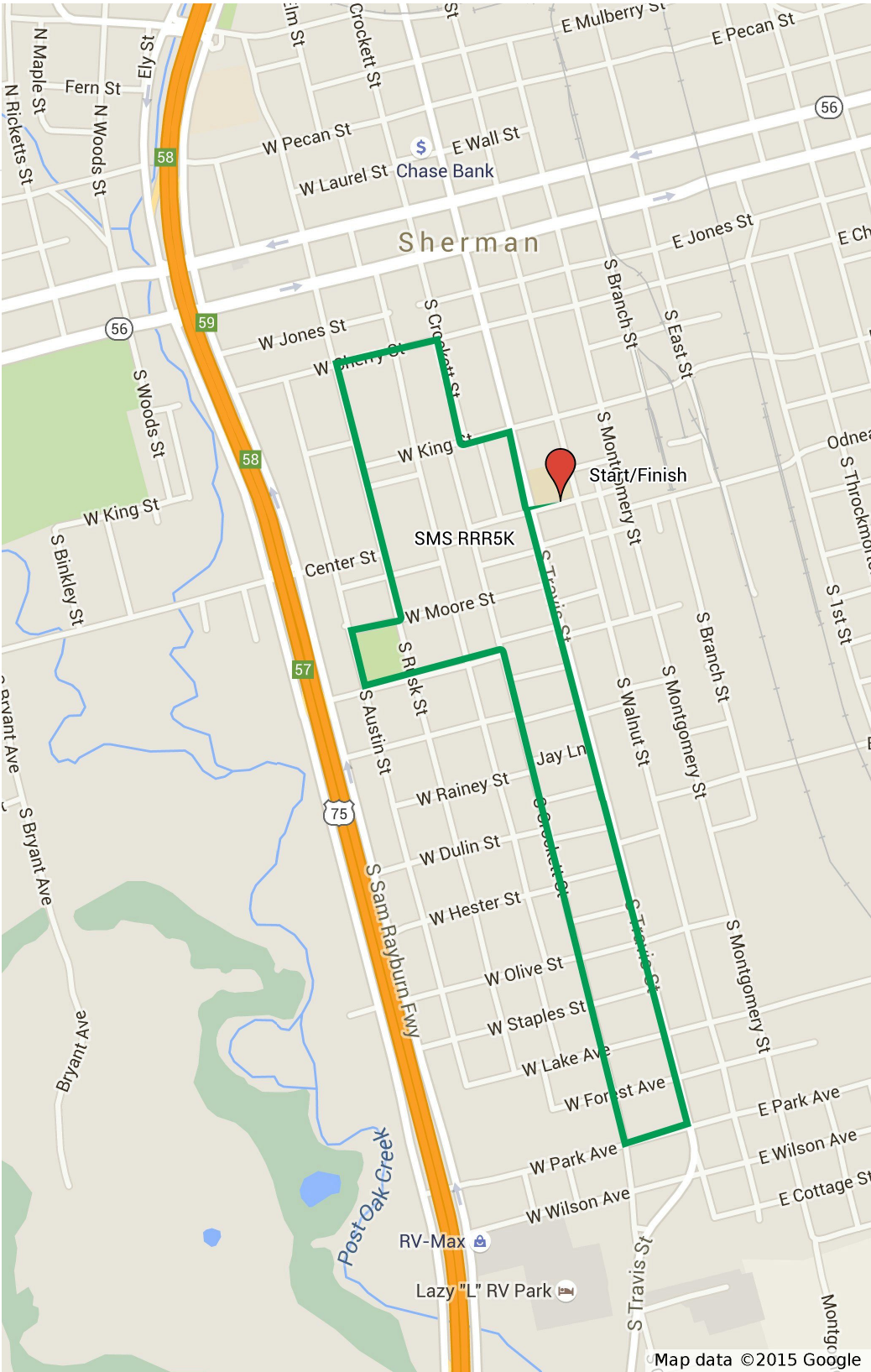
Sincerely,

Donnette Diehl
RRR5K Race Director
ddiehl@stmarys-sch.org

St. Mary's Run Run Rudolph 5K Course

St. Mary's Run Run Rudolph 5K

-  SMS RRR5K
-  Start/Finish





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Meeting Date: 10/01/2018

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]