

**CITY OF SHERMAN
CITY COUNCIL REGULAR MEETING AGENDA
COUNCIL CHAMBERS OF THE CITY HALL
220 WEST MULBERRY STREET
SHERMAN, TEXAS
MONDAY, JUNE 20, 2016
5:00 P.M.**

- A. 1. CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN**
- A. 2. PLEDGE OF ALLEGIANCE LED BY COUNCIL MEMBER TAMMY JOHNSON**
- A. 3. INVOCATION BY COUNCIL MEMBER TAMMY JOHNSON**

Public Hearing

- B. 1. PUBLIC HEARING**
Appeal for a Variance to Allow Beer and Wine Sales within 300 Feet of a School (Crutchfield Elementary); Manjinder Singh, Owner, Sidak Petro #2, located at 415 South Dewey Avenue
- B. 2. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5956**
Closing and Vacating a Certain Easement Located within Lots Seven (7) and Eight (8) in Block "H" of Pecan Grove Village, an Addition to the City of Sherman, Grayson County, Texas, also being known as 1719 Moreland Drive, Sherman, Texas; Providing for the Reversion of Interest to the Owners of Said Property

Close Public Hearing and Consider Adoption of Ordinances

- B. 3. ADOPTION OF ORDINANCES**
Consider Adoption of Ordinance Number: 5956
- B. 4. 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

- C. 1. RESOLUTION NO. 6094**
Authorizing Execution of a Contract with LASS Water Supply of Magnolia, Texas, for the Sale and Purchase of a Water System

C. 2. RESOLUTION NO. 6095

Authorizing the Execution of a Professional Services Agreement with H. W. Lochner, Inc. for the Schematic Design Layout and Environmental Studies for the Widening of F.M. 1417 (Heritage Parkway) from Washington Street to Just South of U.S. Highway 82 Project

C. 3. * RESOLUTION NO. 6096

Approving a Contract with Principle Industrial Services, LLC for the Repair and Repainting of the Harrison Elevated Storage Tank

C. 4. * RESOLUTION NO. 6097

Approving the Greater Texoma Utility Authority's Intention to Contract with We Build, Inc. dba HWH Industrial for Construction of the Wastewater Treatment Plant Biosolids Dewatering Facility

C. 5. * RESOLUTION NO. 6098

Authorizing Execution of a Professional Engineering Services Agreement with Freeman-Millican, Inc. for the Water Treatment Plant East Sludge Basin Cleaning

Requests to Advertise

D. 1. * REQUEST TO ADVERTISE

Miscellaneous Sidewalk Panel-Replacements in Downtown, Grand Avenue Pedestrian Crossings, and Meadows Circle Paving Projects

D. 2. * REQUEST TO ADVERTISE

Solid Waste Site Improvements Project including the Construction and Installation of a Cart Barn, Truck Shed and Concrete Employee Parking Lot

Change Orders

E. 1. * CHANGE ORDER NO. 1

Approving the Greater Texoma Utility Authority's Intention to Execute Change Order No. 1 for Construction of the Sherman Wastewater Treatment Plant Biosolids Dewatering Project

Other Business

F. 1. OTHER BUSINESS

Consider the Appeal for a Variance to Allow Beer and Wine Sales within 300 feet of a School (Crutchfield Elementary); Manjinder Singh, Owner, Sidak Petro #2, located at 415 South Dewey Avenue

F. 2. OTHER BUSINESS

Consider the Abatement of Substandard Structures at the Following Locations:

- 1323 East Cherry (East Side Addn, Block 2, Lot Pt 2), Livia Ricketts Douglas, Owner
- 817 East Lamar (Chaffins 1st Addn, Block 11, Lot 9 & 10), Marshall D. Fulmer, Owner
- 1525 North Shannon (Shannon R E 1st Addn, Block 3, Lot Pt 1), Cecil R. Crockett, Owner

F. 3. * OTHER BUSINESS

Consider Request of Downtown Sherman Preservation & Revitalization to Temporarily Close Certain Streets for "Christmas in July" on Saturday, July 9, 2016

F. 4. * OTHER BUSINESS

Consider Request of the Crisis Center of Grayson County to Temporarily Close Certain Streets for the "Seeds of Hope Moonlight 5K & Fun Run" on Saturday, September 24, 2016

G. CITIZEN REQUESTS

H. MEDIA QUESTIONS

I. COUNCIL COMMENTS

Executive Session

J. 1. EXECUTIVE SESSION

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

Section 551.074

Personnel Matters:

- (a) Consider the Qualifications, Appointment and Removal of Members to Boards and Commissions
 - (1) Sherman Housing Authority Board (2)
- (b) Deliberate the Appointment, Employment, Evaluation, Reassignment, Duties, Discipline, or Dismissal of a Public Officer or Employee

Section 551.087

Deliberation Regarding Economic Development Negotiations:

- (a) Deliberate Regarding Commercial or Financial Information that the City has Received from a Business Prospect and Deliberate any Offers or Incentives to the Business Prospect

The Council reconvenes into General Session

K. 1. OPEN MEETING

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

L. 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 June 17, 2016 at 11:00 a.m., and said time of posting was 72 hours before said meeting was convened or called to order.

Dated this 17th day of June, 2016
City of Sherman, Texas

City Clerk

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

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

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

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

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

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

Mayor

David Plyler

Deputy Mayor

Jason Sofey

Council Members

Kevin Couch, Council-At-Large, PL #1

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

Lawrence Davis, Council – District #1

Terrence R. Steele, Council – District #2

Tom Watt, Council – District #3

Tammy Johnson, Council – District #4



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. B. 1.

Meeting Date: 06/20/2016

Prepared By: Linda Ashby, City Clerk

Approved By: Robby Hefton, City Manager

Caption:

PUBLIC HEARING

Appeal for a Variance to Allow Beer and Wine Sales within 300 Feet of a School (Crutchfield Elementary); Manjinder Singh, Owner, Sidak Petro #2, located at 415 South Dewey Avenue

Issue:

To consider the appeal of Sidak Petro #2 concerning the property located at 415 South Dewey Avenue to allow beer and wine sales within 300 feet of a school (Crutchfield Elementary)

Background:

Representatives for Sidak Petro #2 recently applied for a BQ, Wine and Beer Retailer's Off-Premise Permit for their store located at 415 South Dewey Avenue. Upon inspection, it was determined that the property line for the store is located within 300 feet from the Crutchfield Elementary School property line.

According to Section 4.14.035 of the City's Code of Ordinances, entitled "Development Standards," the sale of beer and wine for off-premises consumption is not permitted within 300 feet of a public or private school or a day care center. This measurement of distance is provided for in State law and is measured from "property line to property line and in a direct line across intersections."

The Sherman Independent School District is neutral on the issue and would look to the City to determine the appropriate action.

Origination:

The request for a variance originated with Manjinder Singh, representative for Sidak Petro #2.

Financial Consideration:

There is no direct cost to the City of Sherman.

Staff Recommendation:

It is the recommendation of the staff that the City Council consider the appeal.

Alternatives:

The Council could choose not to consider the appeal.

Attachments

Application for BQ Permit

Letter of Denial

Letter of Appeal

Development Standards

Location Map



OFF-PREMISE PREQUALIFICATION PACKET

L-OFF
(01/2016)

Submit this packet to the proper governmental entities to obtain certification for the type of license/permit for which you are applying as required by Sections 11.37, 11.39, 11.46(b), 61.37, 61.38, 61.42 and Rule §33.13

All statutory and rule references mentioned in this application refer to and can be found in the Texas Alcoholic Beverage Code or Rules located on our website: www.tabc.texas.gov/laws/code_and_rules.asp

LOCATION INFORMATION

1. Application for: ☒ Original

☐ Reinstatement

License/Permit Number _____

☐ Change of Licensed Location

License/Permit Number _____

2. Type of Off-Premise License/Permit

☒ **BQ** Wine and Beer Retailer's Off-Premise Permit

☐ **LP** Local Distributor's Permit

☐ **BF** Beer Retail Dealer's Off-Premise License

☐ **E** Local Cartage Permit

☐ **P** Package Store Permit

☐ **ET** Local Cartage Transfer Permit

☐ **Q** Wine Only Package Store Permit

☐ **PS** Package Store Tasting Permit

3. Indicate Primary Business at this Location

☐ Grocery/Market

☐ Convenience Store without Gas

☐ Liquor Store

☐ Miscellaneous _____

☒ Convenience Store with Gas

4. Trade Name of Location

SIDAK PETRO# 2

5. Location Address

415 S DEWEY AVE

City

SHERMAN

County

GREYSON

State

TX

Zip Code

75090

6. Mailing Address

4049 BOAT CLUB ROAD

City

LAKE WORTH

State

TX

Zip Code

76135

7. Business Phone No.

903-868-1346

Alternate Phone No.

E-mail Address

SIDAKPETRO@GMAIL.COM

OWNER INFORMATION

8. Type of Owner

☐ Individual

☒ Corporation

☐ City/County/University

☐ Partnership

☐ Limited Liability Company

☐ Other _____

☐ Limited Partnership

☐ Joint Venture

☐ Limited Liability Partnership

☐ Trust

9. Business Owner/Applicant

10. As indicated on the chart, enter the individuals that pertain to your business type:
(For additional space, use Form L-OIC)

Individual/Individual Owner		Limited Liability Company/All Officers or Managers	
Partnership/All Partners		Joint Venture/Venturers	
Limited Partnership/All General Partners		Trust/Trustee(s)	
Corporation/All Officers		City, County, University/Official	
Last Name PANDHER	First Name AMARPREET	MI	Title PRESIDENT
Last Name SINGH	First Name MANJINDER	MI	Title MEMBER
Last Name	First Name	MI	Title
Last Name	First Name	MI	Title

MEASUREMENT INFORMATION

Section 109.31 et. seq.

11. Will your business be located within 300 feet of a church or public hospital? ☐ Yes ☒ No

NOTE: For churches or public hospitals measure from front door to front door, along the property lines of the street fronts and in a direct line across intersections.

12. Will your business be located within 300 feet of any private/public school? ☒ Yes ☐ No

NOTE: For private/public schools measure in a direct line from the nearest property line of the school to the nearest property line of the place of business, and in a direct line across intersections.

NOTE: If located on or above the fifth story of a multistory building: measure in a direct line from the property line of the private/public school to property line of your place of business in a direct line across intersections vertically up the building at the property line to the base of the floor on which your business is located.

13. Will your business be located within 1,000 feet of a private school? ☐ Yes ☒ No

14. Will your business be located within 1,000 feet of a public school? ☒ Yes ☐ No

ALL APPLICANTS

15. CHECK HERE IF NOT IN CITY LIMITS ☐

I, the applicant, have confirmed I am not located in the city limits of any city and therefore all city certificates are not required.

**WARNING AND
SIGNATURE****If Applicant Is/Must Sign**

Individual/Individual Owner

Partnership/Partner

Limited Partnership/General Partner

Corporation/Officer

Limited Liability Company/ Officer or Manager

WARNING: Section 101.69 of the Texas Alcoholic Beverage Code states: "... a person who makes a false statement or false representation in an application for a permit or license or in a statement, report, or other instrument to be filed with the Commission and required to be sworn commits an offense punishable by imprisonment in the Texas Department of Criminal Justice for not less than 2 nor more than 10 years."

BY SIGNING YOU ARE SWEARING TO ALL INFORMATION AND ATTACHMENTS TO THIS PACKET.

PRINT
NAME

MANJINDER SINGH

SIGN
HERE

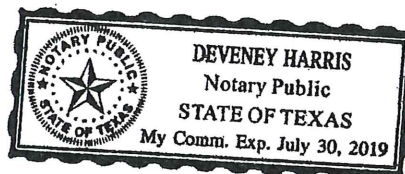
TITLE MEMBER

Before me, the undersigned authority, on this 17th day of May, 2016, the person whose name is signed to the foregoing application personally appeared and, duly sworn by me, states under oath that he or she has read the said application and that all the facts therein set forth are true and correct.

SIGN
HERE

Deveney Harris
NOTARY PUBLIC

SEAL

**CERTIFICATE OF CITY SECRETARY (FOR P, Q, BF & BQ)**

Sections 11.37 & 61.37

I hereby certify on this _____ day of _____, 20____, that the location for which the license/permit is sought is inside the boundaries of this city or town, in a "wet" area for such license/permit, and not prohibited by charter or ordinance in reference to the sale of such alcoholic beverages.

SIGN
HERE

City Secretary/Clerk

City

TEXAS

SEAL

CERTIFICATE OF COUNTY CLERK (FOR P, Q & BF)

Sections 11.37 & 61.37

I hereby certify on this _____ day of _____, 20____, that the location for which the license/permit is sought is in a "wet" area for such license/permit, and is not prohibited by any valid order of the Commissioner's Court.

SIGN
HERE

County Clerk

COUNTY

SEAL

CERTIFICATE OF COUNTY CLERK (FOR BQ)

Section 11.37

I hereby certify on this _____ day of _____, 20____, that the location for which the license/permit is sought as the place of business is in a "wet" area and is not prohibited by any valid order of the Commissioner's Court for a Wine and Beer Retailer's Off-Premise Permit.

Most current election for given location was held for:

- ☐ legal sale of all alcoholic beverages for off-premise consumption
☐ legal sale of all alcoholic beverages
☐ legal sale of all alcoholic beverages except mixed beverages
☐ legal sale of all alcoholic beverages including mixed beverages
☐ legal sale of mixed beverages
☐ legal sale of mixed beverages in restaurants by food and beverage certificate holders
☐ legal sale of wine on the premises of a holder of a winery permit
☐ legal sale of beer/wine (17%) on-premise or beer/wine off-premise **AFTER** Sept. 1, 1999
☐ legal sale of beer/wine (14%) on-premise or beer/wine off-premise **BEFORE** Sept. 1, 1999

SIGN

HERE _____

County Clerk

COUNTY _____

S E A L**COMPTROLLER OF PUBLIC ACCOUNTS CERTIFICATE**

Sections 11.46(b) & 61.42(b)

This is to certify on this _____ day of _____, 20____, the applicant holds or has applied for and satisfies all legal requirements for the issuance of a Sales Tax Permit under the Limited Sales, Excise and Use Tax Act or the applicant as of this date is not required to hold a Sales Tax Permit.

Sales Tax Permit Number _____ Outlet Number _____

Print Name of Comptroller Employee _____

Print Title of Comptroller Employee _____

SIGN

HERE _____

FIELD OFFICE _____

S E A L**PUBLISHER'S AFFIDAVIT (FOR BQ, BF, P & Q)**

Sections 11.39 & 61.38

Name of newspaper	
City, County	
Dates notice published in daily/weekly newspaper (mm/dd/yyyy)	
<i>Publisher or designee certifies attached notice was published in newspaper stated on dates shown.</i>	
Signature of publisher or designee	
Sworn to and subscribed before me on this date	
Signature of Notary Public	
S E A L	

**ATTACH PRINTED
COPY OF THE
NOTICE HERE**



OWNERSHIP INFORMATION Continued for Prequalification Packet

L-OIC
(01/2016)

LOCATION INFORMATION

1. Trade Name of Location
SIDAK PETRO#2

2. Location Address
415 S DEWEY AVE

City
SHERMAN

County
GREYSON

State Zip Code
TX 75090

OWNER INFORMATION

3. Type of Owner

- | | | |
|--|--|---|
| ☐ Individual | ☒ Corporation | ☐ City/County/University |
| ☐ Partnership | ☐ Limited Liability Company | ☐ Other _____ |
| ☐ Limited Partnership | ☐ Joint Venture | |
| ☐ Limited Liability Partnership | ☐ Trust | |

Last Name PANDHER	First Name AMARPREET	MI	Title PRESIDENT
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Last Name SINGH	First Name MANJINDER	MI	Title MEMBER
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Last Name	First Name	MI	Title
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Last Name	First Name	MI	Title
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Last Name	First Name	MI	Title
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Last Name	First Name	MI	Title
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Last Name	First Name	MI	Title
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Last Name	First Name	MI	Title
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Last Name	First Name	MI	Title
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Last Name	First Name	MI	Title
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BUSINESS PACKET

L-B
(01/2016)

You must complete the entire Business Packet including all necessary ownership information and personal history sheets. Select the entity page(s) that coincides with your business structure. All officers, directors, stockholders, trustees, and beneficiaries holding ownership in this business must be disclosed.

- L-C (Corporation, Trust, City, County or University)
- L-LLC (Limited Liability Company)
- L-P (Partnership)
- L-PHS (Personal History Sheet)

If you are applying as an individual, you will submit this page and the L-PHS (Personal History Sheet).

OWNER INFORMATION

1. Type of Owner

- | | | |
|--|--|---|
| ☐ Individual | ☐ Limited Partnership | ☐ City/County/University |
| ☒ Corporation | ☐ Limited Liability Partnership | ☐ Other _____ |
| ☐ Limited Liability Company | ☐ Trust | |
| ☐ Partnership | ☐ Joint Venture | |

2. Business Owner/Applicant

SIDAK PETRO INC

3. Federal Employer Identification No. (FEIN)

27-3172795

BUSINESS INFORMATION

4. Has any person listed in this Business Packet, or his or her spouse, been finally convicted or received deferred adjudication for any of the following offenses? ☐ Yes ☒ No

If "YES," indicate type of offense and attach an explanation:

- ☐ any felony offense
- ☐ prostitution
- ☐ bookmaking
- ☐ gambling or gaming
- ☐ bootlegging
- ☐ vagrancy offense involving moral turpitude
- ☐ any offense involving dangerous drugs or controlled substances as defined in Texas Controlled Substances Act
- ☐ any offense involving firearms or a deadly weapon
- ☐ more than three violations of the Texas Alcoholic Beverage Code relating to minors
- ☐ violations of the Texas Alcoholic Beverage Code resulting in a criminal fine of \$500
- ☐ violations of an individual's civil rights or discrimination against an individual on the basis of race, color, creed or national origin

If "YES," has it been five years since the termination of a sentence, parole or probation served for any offenses indicated above? ☐ Yes ☒ No

If "NO," attach an explanation.

5. Has any person listed in this Business Packet, or his or her spouse, had a cancellation of a license or permit in the past five years? ☐ Yes ☒ No

If "YES," attach an explanation.

The applicant, license/permit holder, agent, servant or employee may not directly or indirectly have any overlapping ownerships or other prohibited relationships (including unfair competition and unlawful trade practices) between those engaged in the alcoholic beverage industry at different levels, that is, between a manufacturer and a wholesaler or retailer, or between a wholesaler and a retailer, as the words "wholesaler," "retailer," and "manufacturer" are ordinarily used and understood, regardless of the specific names given a license/permit. Reference Chapter 102 et seq.

6. Is any person, involved in this application, in violation of the above requirements? ☐ Yes ☐ No
If "YES," attach an explanation.

**WARNING AND
SIGNATURE**

If Applicant Is/Must Sign

Individual/Individual Owner

Corporation/Officer

Partnership/Partner

Limited Liability Company/ Officer or Manager

Limited Partnership/General Partner

EACH LICENSEE OR PERMITTEE SHALL HAVE EXCLUSIVE OCCUPANCY AND CONTROL OF THE ENTIRE LICENSED LOCATION WITH RESPECT TO SALE OF ALCOHOLIC BEVERAGES. ANY ARRANGEMENT THAT SURRENDERS SUCH CONTROL OF THE EMPLOYEES, PREMISES OR BUSINESS, INCLUDING PROFITS AND LOSSES, TO PERSONS OTHER THAN THE LICENSEE OR PERMITTEE IS UNLAWFUL.

WARNING: Section 101.69 of the Texas Alcoholic Beverage Code states: "...a person who makes a false statement or false representation in an application for a permit or license or in a statement, report, or other instrument to be filed with the Commission and required to be sworn commits an offense punishable by imprisonment in the Texas Department of Criminal Justice for not less than 2 nor more than 10 years."

BY SIGNING YOU ARE SWEARING TO ALL INFORMATION AND ATTACHMENTS TO THIS PACKET.

PRINT
NAME

MANJINDER SINGH

SIGN
HERE

Manjinder Singh

TITLE

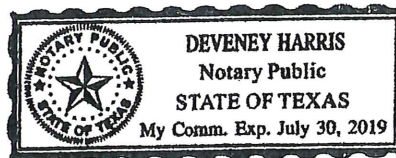
MEMBER

Before me, the undersigned authority, on this 17th day of May, 2016, the person whose name is signed to the foregoing application personally appeared and, duly sworn by me, states under oath that he or she has read the said application and that all the facts therein set forth are true and correct.

SIGN
HERE

Deveney Harris
NOTARY PUBLIC

SEAL





CORPORATION

L-C
(05/2016)

This Corporation form should be completed for original applications or for changes of officers, directors, stockholders, trustees, and beneficiaries holding ownership in this business. This form is included in the Business Packet (L-B) for new applicants. License/Permit holders reporting changes use Business Packet for Reporting Changes (L-BRC).

For more information contact your local TABC office or visit us at: www.tabc.texas.gov

ENTITY INFORMATION

1. Federal Employer Identification Number (FEIN)

27-3172795

2. Business Entity Name

SIDAK PETRO#2

3. Filing Number

4. Date Filed (mm/dd/yyyy)

State

TX

Class and Number of Shares Issued

CORPORATE OWNERSHIP INFORMATION

☒ Officer ☐ Director ☐ Stockholder ☐ Trustee/Beneficiary

SSN ☐ Out of Country
398-21-8122

Issuing State/DL No.
KY S05368900

Date of Birth (mm/dd/yyyy)
09/02/1981

Class & No. of Shares
50

Last Name

PANDHER

First Name

AMARPREET

MI

Title

PRESIDENT

☒ Officer ☐ Director ☐ Stockholder ☐ Trustee/Beneficiary

SSN ☐ Out of Country
399-21-2405

Issuing State/DL No.
WI S5205407726203

Date of Birth (mm/dd/yyyy)
07/22/1977

Class & No. of Shares
50

Last Name

SINGH

First Name

MANJINDER

MI

Title

MEMBER

☐ Officer ☐ Director ☐ Stockholder ☐ Trustee/Beneficiary

SSN ☐ Out of Country

Issuing State/DL No.

Date of Birth (mm/dd/yyyy)

Class & No. of Shares

Last Name

First Name

MI

Title

☐ Officer ☐ Director ☐ Stockholder ☐ Trustee/Beneficiary

SSN ☐ Out of Country

Issuing State/DL No.

Date of Birth (mm/dd/yyyy)

Class & No. of Shares

Last Name

First Name

MI

Title

CORPORATE OWNERSHIP INFORMATION CONTINUED

☐ Officer ☐ Director ☐ Stockholder ☐ Trustee/Beneficiary				
SSN ☐ Out of Country	Issuing State/DL No.	Date of Birth (mm/dd/yyyy)	Class & No. of Shares	
Last Name		First Name	MI	Title

☐ Officer ☐ Director ☐ Stockholder ☐ Trustee/Beneficiary				
SSN ☐ Out of Country	Issuing State/DL No.	Date of Birth (mm/dd/yyyy)	Class & No. of Shares	
Last Name		First Name	MI	Title

☐ Officer ☐ Director ☐ Stockholder ☐ Trustee/Beneficiary				
SSN ☐ Out of Country	Issuing State/DL No.	Date of Birth (mm/dd/yyyy)	Class & No. of Shares	
Last Name		First Name	MI	Title

☐ Officer ☐ Director ☐ Stockholder ☐ Trustee/Beneficiary				
SSN ☐ Out of Country	Issuing State/DL No.	Date of Birth (mm/dd/yyyy)	Class & No. of Shares	
Last Name		First Name	MI	Title

☐ Officer ☐ Director ☐ Stockholder ☐ Trustee/Beneficiary				
SSN ☐ Out of Country	Issuing State/DL No.	Date of Birth (mm/dd/yyyy)	Class & No. of Shares	
Last Name		First Name	MI	Title

☐ Officer ☐ Director ☐ Stockholder ☐ Trustee/Beneficiary				
SSN ☐ Out of Country	Issuing State/DL No.	Date of Birth (mm/dd/yyyy)	Class & No. of Shares	
Last Name		First Name	MI	Title

☐ Officer ☐ Director ☐ Stockholder ☐ Trustee/Beneficiary				
SSN ☐ Out of Country	Issuing State/DL No.	Date of Birth (mm/dd/yyyy)	Class & No. of Shares	
Last Name		First Name	MI	Title

IF YOU NEED MORE SPACE USE ADDITIONAL COPIES OF THIS PAGE



PERSONAL HISTORY SHEET

L- PHS
(01/2016)

Answer all questions. Any false statement will disqualify you and subject you to prosecution under section 101.69 of the Texas Alcoholic Beverage Code and other criminal statutes.

APPLICANT

1. Trade Name: SIDAK PETRO#22. Location Address: 415 S DEWEY AVE. SHERMAN TX 750903. Applicant's Marital Status: ☐ Single ☒ Married ☐ Divorced ☐ Widowed4. Applicant's Social Security Number
398-21-8122Issuing State/ Driver's License No
KY S05368900Date of Birth (mm/dd/yyyy)
09/02/1981Applicant's Full Legal Name (Last, First, Middle)
PANDHER AMARPREET SINGHPlace of Birth (City, State, Country)
PATIALA-INDIAApplicant's Email Address
SIDAKPETRO@GMAIL.COMRace
ASIANSex
MALEHeight
6'3Weight
250Hair Color
BLACKEye Color
BLACK

APPLICANT'S SPOUSE

5. Spouse's Social Security Number

Issuing State/ Driver License Number

Date of Birth (mm/dd/yyyy)

Spouse's Full Legal Name (Last, First, Middle)

Place of Birth (City, State, Country)

Race

Sex

Height

Weight

Hair Color

Eye Color

OTHER RESIDENT

6. Do you live with anyone over the age of 18, other than your spouse?

6. ☐ YES ☒ NO

If "YES," please provide their information below: (If additional space is needed, please attach a page with information.)

Social Security Number

Issuing State/ Driver's License No

Date of Birth (mm/dd/yyyy)

Relationship

Full legal name (Last, First, Middle)

Race

Sex

RESIDENTIAL ADDRESSES

7. List residential addresses for the past five (5) years starting with current address.

If you have not lived in Texas for the previous 12 months, you are required to provide TABC with a certified copy of your criminal background check from the state police or FBI of any state where you lived in the previous five years.
(If additional space is needed, please attach a list with the following information.)

Number and Street	City, State, ZIP	From (mm/yyyy)	To (mm/yyyy)
943 ASPEN WAY	PADUCAH KY 42003	10/2007	PRESENT

8. Business Phone No.
270-443-7737

Residential Phone No.

Mobile Phone No. (optional)
270-201-0366

RESIDENT STATUS

9A. Are you a U.S. citizen?

9A. ☒ YES ☐ NO

B. If "YES," answer the following:



Native Born

Naturalized. If "Naturalized," Provide the "A" Number 099288602

C. If "NO," answer the following: What is your legal status in the United States? Explain below, or attach a page with information.

D. Provide all documents such as Visa, Resident Alien, Employment Authorization Documents, etc.
(If additional space is needed, please attach a page with information.)TABC
USE
ONLYAPPLICANT ☐ YES ☐ NOSPOUSE ☐ YES ☐ NOOTHER ☐ YES ☐ NO

CH - Date Entered

Supervisor's Signature

Destroy Date

EMPLOYMENT HISTORY

10. List employment for the *past five (5) years* beginning with your current employer. Indicate periods of unemployment or retirement, including dates. If retired, include name of company from which you retired and the position you held. Also indicate if not employed outside your home.
(If additional space is needed, attach a separate sheet.)

Name of Employer	Address (Street, City, State, ZIP)	Position Held	From (mm/yyyy)	To (mm/yyyy)
STAR MART INC	2213 BRIDGE ST	OWNER	10/2004	PRESENT
	PADUCAH KY 42003			

INDIVIDUAL FINANCIAL INFORMATION

11. This section is for you to list the total amount of your personal investment in this location. Include notes, loans, gifts, cash, services or equipment, and operating capital. Provide investment details. Account for the original source of all investments (how acquired). Enter total dollar amount on the line of the amount invested column.
(If additional space is needed, attach a separate sheet.)

NOTE: If investment is in the form of a loan or gift, attach name of lender or financial institution, address, terms and security and loan/gift documents. If from an individual, attach personal information for all individuals including: Name, Social Security and Driver License Numbers, date of birth, race, sex, etc.

Amount Invested	Original Source of Investment (loans, previous employment, etc.)
\$	
\$	
\$	
\$	
\$	
\$	
\$	
\$	TOTAL AMOUNT OF PERSONAL INVESTMENT

SIGN AND NOTARIZE APPLICATION

WARNING: Section 101.69 of the Texas Alcoholic Beverage Code states: "...a person who makes a false statement or false representation in an application for a permit or license or in a statement, report, or other instrument to be filed with the Commission and required to be sworn commits an offense punishable by imprisonment in the Texas Department of Criminal Justice for not less than 2 nor more than 10 years."

I, under penalty of law, hereby swear that I have read all the information provided in this document and any attachments and the information is true and correct. I also understand any false statement or representation in this application can result in my application being denied and/or criminal charges filed against me. I also authorize the Texas Alcoholic Beverage Commission to use all legal means to verify the information provided.

PRINT

NAME:

AMARPREET PANDHAR

AUTHORIZED
SIGNATURE:

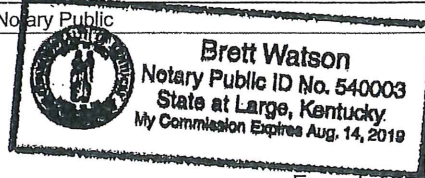
[Signature]

BEFORE ME, the undersigned authority, on this 13th day of May, 20 16 the person whose name is signed to the foregoing document personally appeared and duly sworn by me, each states under oath that he or she has read the said document and that all facts therein set forth are true and correct.

SIGN
HERE:

[Signature: Brett Watson]

Notary Public



(SEAL)

PUBLIC RECORDS DEPARTMENT
Phone No. (903) 892-7204
Fax No. (903) 892-7394

May 18, 2016

Sidak Petro #2
Attn: Goldy Singh
4049 Boat Club Road
Lake Worth, Texas 76135

RE: Sidak Petrol #2
415 S. Dewey Avenue

Dear Mr. Singh:

Your application for a "Wine and Beer Retailer's Off-Premise Permit" has been denied. Upon inspection, it was found that your business is within 300 feet of a public school.

Section 4.14.035 of the City Code of Ordinances, states that the minimum distance between retail stores that offer the sale of beer and wine for off-premise consumption and public or private schools or day care facilities is 300 feet. Measurements are made from property line to property line and in a direct line across intersections.

The store must also be 300 feet from churches. This measurement is made along the property lines of the street fronts and from front door to front door, in a direct line across intersections. I have included a copy of Article 4.14 from the City Code of Ordinances, for your information.

Sincerely,



Linda Ashby
City Clerk

cc: Brandon Shelby, City Attorney
Scott Shadden, Director of Developmental Services

Manjinder Singh
Sidak Petro Inc Dba Sidak Petro #2
415 S Dewey Ave
Sherman TX 75091
5/19/2016

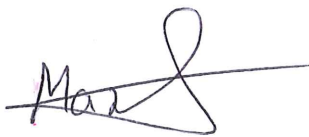
City Of Sherman
City Clerk's Office
Sherman TX 75091

To The City Clerk:

I am writing a letter of appeal on behalf of my company Sidak Petro Inc. dba Sidak Petro #2 located at 415 S Dewey Ave Sherman TX 75091. We would like to apply for a Variance for our property so can we are in compliance with all state and local Ordinances that would allow us to apply for a BQ beer license. We would really appreciate if you would grant us this variance as it is very hard for our company to be successful and compete with other businesses in the area as we currently don't have a BQ license. We have Already contacted the state TABC office and they have no objection if the City of Sherman signs off on the application that is already submitted to your office. We have been at the current location doing business for the last 5 years.

Sincerely,

Manjinder Singh
Sidak Petro Inc Dba Sidak Petro #2





Sec. 4.14.035 Development standards

(a) Beer and wine for off-premises consumption only. The sale of beer and wine is permitted only in a zoning district where retail sales are allowed. The minimum distance between retail stores that offer the sale of beer and wine for off-premises consumption and the following uses are:

(1) Schools (public and private) and day care centers: 300 feet. As allowed by state law, a school may petition for 1,000 feet. All measurements of distances are as provided for in state law (property line to property line and in a direct line across intersections).

(2) Churches: 300 feet. All measurements of distances are as provided for in state law (along the property lines of the street fronts and from front door to front door, and in a direct line across intersections).

(3) Hospitals: 300 feet. All measurements of distances are as provided for in state law (along the property lines of the street fronts and from front door to front door, and in a direct line across intersections).

(b) Mixed beverages in a restaurant by food and beverage certificate holders only. The sale of mixed beverages in a restaurant by food and beverage certificate holders is allowed in any zoning district where restaurants are allowed. The holder of a permit under this subsection shall be required to meet distance requirements as set forth in subsection (a), above.

(Ordinance 5308 adopted 7/5/05)





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. B. 2.

Meeting Date: 06/20/2016

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

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5956

Closing and Vacating a Certain Easement Located within Lots Seven (7) and Eight (8) in Block "H" of Pecan Grove Village, an Addition to the City of Sherman, Grayson County, Texas, also being known as 1719 Moreland Drive, Sherman, Texas; Providing for the Reversion of Interest to the Owners of Said Property

Issue:

It is necessary to close and vacate an easement located within Lots Seven (7) and Eight (8) in Block "H" of Pecan Grove Village, an addition to the City of Sherman, Texas, as shown by plat of record in Volume 14, Pages 40-42, Plat Records, Grayson County, Texas, also being known as 1719 Moreland Drive, Sherman, Texas.

Background:

The easement was obtained by plat; it is not utilized and is no longer necessary.

Origination:

Engineering Department

Financial Consideration:

None

Staff Recommendation:

It is recommended that the City Council approve closing and vacating the drainage and utility easement and the reversion of interest to the property owners, Michelle Noatch and Ian Kirkpatrick.

Alternatives:

The City Council could retain the easement.

Attachments

Ordinance No. 5956

Exhibit "A" - Legal Description

Exhibit "B" - Survey

Location Map

ORDINANCE NO. 5956

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, CLOSING AND VACATING A CERTAIN EASEMENT LOCATED WITHIN LOTS SEVEN (7) AND EIGHT (8) IN BLOCK "H" OF PECAN GROVE VILLAGE, AN ADDITION TO THE CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, ALSO BEING KNOWN AS 1719 MORELAND DRIVE, SHERMAN, TEXAS; PROVIDING FOR THE REVERSION OF INTEREST TO THE OWNERS OF SAID PROPERTY; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the owners of the subject property are Michelle Noatch and Ian Kirkpatrick; and

WHEREAS, said owners have requested that the easement hereinafter described be closed and vacated;

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

SECTION 1. That the hereinafter described easement located within Lots Seven (7) and Eight (8) in Block "H" of Pecan Grove Village, an Addition to the City of Sherman, Texas, as shown by Plat of Record in Volume 14, Pages 40-42, Plat Records, Grayson County, Texas, also being known as 1719 Moreland Drive, Sherman, Texas, be and the same is hereby extinguished, vacated, closed and permanently abandoned as an easement for public utilities, as described in Exhibit "A" and shown in Exhibit "B".

SECTION 2. That fee title to such land be and is hereby released and shall revert to the owners of said property as provided by law.

SECTION 3. 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 _____, 2016.

ADOPTED on this the _____ day of _____, 2016.

EFFECTIVE DATE on this the _____ day of _____, 2016.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

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

SARTIN & ASSOCIATES, INC.

REGISTERED PROFESSIONAL LAND SURVEYORS

FIRM Headquarters #10081100

P.O. Box 1843 * 109 S. Travis * Sherman, Texas 75091-1843

Phone (903) 892-8003 * Fax (903) 868-2970 * Email - msartin@gcecisp.com

EXHIBIT "A"

ABANDONMENT OF 10 FOOT UTILITY AND DRAINAGE EASEMENT

SITUATED in the County of Grayson, State of Texas, being a part of a North/South 10 foot utility and drainage easement (herein after referred to as "North/South Easement") lying between Lots Seven (7) and EIGHT (8) in Block "H" of PECAN GROVE VILLAGE, an Addition to the City of Sherman, Texas as shown by plat of record in Volume 14, Pages 40-42, Plat Records, Grayson County, Texas and being more particularly described by metes and bounds as follows to-wit:

COMMENCING at the Northeast corner of said Lot Seven, the Northwest corner of said Lot Eight, on the North line of an East/West 10 foot utility and drainage easement, (herein after referred to as "East/West Easement")

THENCE South 00 deg. 48 min. 03 sec. West, with the East line of said Lot Seven, the West line of said Lot Eight, the center of said North/South easement, a distance of 10.00 feet to a point on the South line of said East/West easement;

THENCE South 89 deg. 11 min. 37 sec. East, with the South line of said East/West easement, a distance of 5.00 feet to its intersection with the East line of said North/South easement and the **TRUE POINT OF BEGINNING** of the herein described tract;

THENCE South 00 deg. 48 min. 03 sec. West, five feet East of and parallel with the West line of said Lot Eight, the East line of said Lot Seven, a distance of 98.71 feet to an angle point;

THENCE South 33 deg. 58 min. 27 sec. West, continuing five feet East of and parallel with the West line of said Lot Eight, the East line of said Lot Seven, a distance of 26.66 feet to the Southeast corner of the herein described tract, on a West line of said Lot Eight and on a cul-d-sac at the East end of Moreland Drive;

THENCE in a Northwesterly direction along said cul-d-sac, the North line of Moreland Drive and with a curve to the left having a radius of 50 feet, (chord bears North 56 deg. 01 min. 33 sec. West, 10.00 ft.), passing the most Westerly corner of said Lot Eight, the Southeast corner of said Lot Seven and continuing for a total distance of 10.17 feet to the Southwest corner of the herein described tract, on the South line of said Lot Seven;

THENCE North 33 deg. 58 min. 27 sec. East, five feet West of and parallel with the East line of said Lot Seven, the West line of said Lot Eight, a distance of 23.68 feet to an angle point;

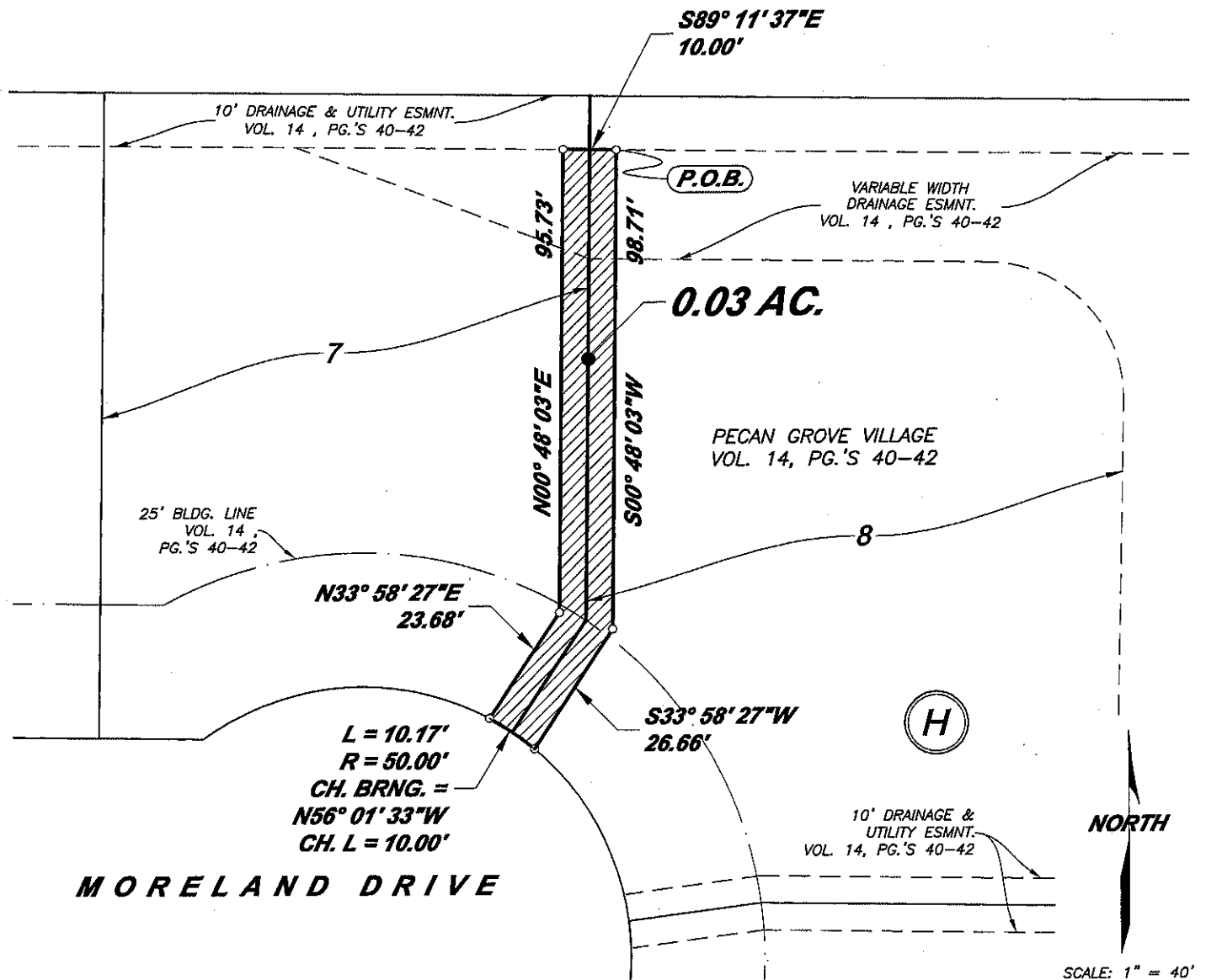
THENCE North 00 deg. 48 min. 03 sec. East, continuing five feet West of and parallel with the East line of said Lot Seven, the West line of said Lot Eight, a distance of 95.73 feet to the Northwest corner of the herein described tract, on the South line of said East/West easement;

THENCE South 89 deg. 11 min. 37 sec. East, with the South line of said East/West easement, at a distance of 5.00 feet crossing the East line of said Lot Seven, the West line of said Lot Eight and continuing for a total distance of 10.00 feet to the **PLACE OF BEGINNING** and containing **0.03 ACRES OF LAND** more or less.....



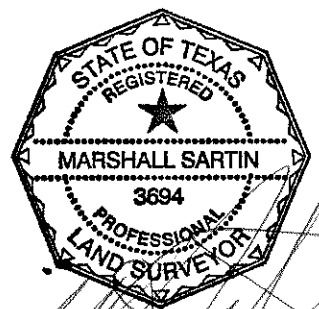
Marshall Sartin
6-04-16

EXHIBIT " B "



ABANDONMENT OF 10' UTILITY & DRAINAGE ESMNT.

SARTIN & ASSOCIATES, INC.
REGISTERED PROFESSIONAL LAND SURVEYORS
 FIRM Headquarters - #10081100
 109 S. Travis • P.O. Box 1843 Sherman, TX 75091
 Phone: (903)892-8003 • Fax: (903)868-2970 • Email: msartin@gccisp.com



Marshall Sartin
 6-04-16



1 inch = 300 feet



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. B. 3.

Meeting Date: 06/20/2016

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

ADOPTION OF ORDINANCES

Consider Adoption of Ordinance Number: 5956

Issue:

- B. 2. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5956**
Closing and Vacating a Certain Easement Located within Lots Seven (7) and Eight (8) in Block "H" of Pecan Grove Village, an Addition to the City of Sherman, Grayson County, Texas, also being known as 1719 Moreland Drive, Sherman, Texas; Providing for the Reversion of Interest to the Owners of Said Property
-



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. B. 4.

Meeting Date: 06/20/2016

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

CONSENT AGENDA

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

Issue:

C. 3. * RESOLUTION NO. 6096

Approving a Contract with Principle Industrial Services, LLC for the Repair and Repainting of the Harrison Elevated Storage Tank

C. 4. * RESOLUTION NO. 6097

Approving the Greater Texoma Utility Authority's Intention to Contract with We Build, Inc. dba HWH Industrial for Construction of the Wastewater Treatment Plant Biosolids Dewatering Facility

C. 5. * RESOLUTION NO. 6098

Authorizing Execution of a Professional Engineering Services Agreement with Freeman-Millican, Inc. for the Water Treatment Plant East Sludge Basin Cleaning

D. 1. * REQUEST TO ADVERTISE

Miscellaneous Sidewalk Panel-Replacements in Downtown, Grand Avenue Pedestrian Crossings, and Meadows Circle Paving Projects

D. 2. * REQUEST TO ADVERTISE

Solid Waste Site Improvements Project including the Construction and Installation of a Cart Barn, Truck Shed and Concrete Employee Parking Lot

E. 1. * CHANGE ORDER NO. 1

Approving the Greater Texoma Utility Authority's Intention to Execute Change Order No. 1 for Construction of the Sherman Wastewater Treatment Plant Biosolids Dewatering Project

F. 3. * OTHER BUSINESS

Consider Request of Downtown Sherman Preservation & Revitalization to Temporarily Close Certain Streets for "Christmas in July" on Saturday, July 9, 2016

F. 4. * *OTHER BUSINESS*

Consider Request of the Crisis Center of Grayson County to Temporarily Close Certain Streets for the "Seeds of Hope Moonlight 5K & Fun Run" on Saturday, September 24, 2016



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. C. 1.

Meeting Date: 06/20/2016

Prepared By: Brandon Shelby, City Attorney

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6094

Authorizing Execution of a Contract with LASS Water Supply of Magnolia, Texas, for the Sale and Purchase of a Water System

Issue:

Approval of a contract with LASS Water Supply to purchase a water system

Background:

In December 2015, Carriage Estates was annexed by the City of Sherman. At that time, City staff began work with the owners of the water system that serves Carriage Estates to transfer ownership of that system to the City. The City received approval from the Texas Public Utilities Commission for transfer of this water system to the City. This agenda item relates to approval of the contract between the City and Lass Water Supply for this transaction.

City staff expects to immediately begin major renovations to the water system and hopes to be completed with the system overhaul in 2017.

Origination:

City Manager Robby Hefton

Financial Consideration:

The City is purchasing the water system for \$49,966.00. The cost of water system improvements will be paid out of the Utility Fund budget and is expected to total several hundred thousand dollars.

Staff Recommendation:

It is recommended that the City Council authorize the execution of a Contract for the Sale and Purchase of the LASS Water System.

Alternatives:

The Council could choose not to approve this contract.

Attachments

Resolution No. 6094

Contract for Sale and Purchase of LASS Water Supply

RESOLUTION NO. 6094

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A CONTRACT WITH LASS WATER SUPPLY OF MAGNOLIA, TEXAS, FOR THE SALE AND PURCHASE OF A WATER SYSTEM; 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 Mayor be and is hereby authorized, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a Contract for the Sale and Purchase of LASS Water Supply of Magnolia, Texas, in the same or substantially same form as the contract documents attached hereto and incorporated herein for all purposes.

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

PASSED AND APPROVED on this the ____ day of _____, 2016.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

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

CONTRACT FOR THE SALE AND PURCHASE OF LASS WATER SUPPLY

This Contract for the Sale and Purchase of LASS Water Supply ("Contract") is made on this the _____ day of June, 2016, by and between LASS Water Supply of Magnolia, Texas ("Seller"), acting herein by and through Sandra Barbey, its Vice President duly authorized hereto, and the City of Sherman, Texas, a home-rule municipal corporation of the State of Texas ("Buyer"), acting herein by and through David Plyler, its Mayor duly authorized hereto, Seller and Buyer are collectively called the "Parties," or singularly as a "Party".

RECITALS:

Seller owns and operates a water system, a part of which is the LASS Water Supply (defined below) located in Grayson County, Texas.

Seller previously operated the LASS Water Supply under retail water Certificate of Convenience and Necessity No. 12258 ("Water CCN") issued by the Texas Commission on Environmental Quality ("TCEQ").

Seller provides water service to LASS customers (the "Water System," as more specifically defined herein) located in Grayson County, Texas. The Water System is also referred to as the "LASS System".

Seller owns all the real property, equipment, and infrastructure used in the operation of the LASS System and the delivery of water service to its customers.

The purpose of this Contract is to set forth the terms for the sale of the assets of the LASS System, as more fully described below, from Seller to Buyer for the consideration hereafter set forth.

I. Definitions

Unless the context requires otherwise, terms used in this Contract defined herein shall have the following meanings:

"Effective Date" is the date at which the last Party executes this Contract.

"Environmental, Health, and Safety Laws" shall mean all laws of federal, state, and local governments (and all agencies thereof) concerning pollution or protection of the environment, public health and safety, including laws relating to emissions, discharges, releases, or threatened releases of pollutants, contaminants or chemical, industrial, hazardous, or toxic materials or waste into ambient air, surface water, groundwater, or lands or otherwise, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, the Federal and Texas Solid Waste Disposal Acts, the Resource Conservation and Recovery Act, the Emergency Planning and Community Right to Know Act of 1986, the Clean Air Act, the Federal and Texas Clean Water Acts, the Toxic Substances Control Act, the Hazardous Materials Transportation Act, the Federal Insecticide, Fungicide and Rodenticide Act, the Federal Safe Drinking Water Act, the Federal Radon and Indoor Air Quality Research Act, and the Occupational Safety and Health Act, as all such laws or acts have been amended.

"Title Company" means a title company to be chosen by Buyer.

"TCEQ" means the Texas Commission on Environmental Quality or any successor entity thereto.

"Water System" shall mean and include: (a) the wells, any and all existing water intake structures, storage facilities, pump stations, water lines, meters, tanks, transmission mains, lighting, and all other facilities and appurtenances currently operated by Seller in connection with the LASS System, including but not limited to those situated within the geographical area included in water CCN No. 12258 (b) all land upon which the foregoing may be located that is owned by Seller, (c) easements upon and in which the foregoing may be located for purposes of obtaining water and transporting and delivering to retail customers, and (d) all other assets of Seller that are described in Section 2.01 related to the Water System.

II.

Sale and Purchase of Assets

2.01 The Assets. Seller hereby agrees to sell, grant, convey, and assign to Buyer, and Buyer hereby agrees to purchase from Seller, free of liens and encumbrances (unless hereinafter specifically provided), and subject to the terms, covenants, conditions, and provisions herein set forth, the LASS System, which includes, but is not limited to the following (collectively, the "Assets" listed on Exhibit "A"), to-wit:

- (a) all of the property and equipment owned by Seller described on Exhibit "A" attached hereto and incorporated herein by this reference. Any and all real property shall be conveyed to Buyer by Seller by special warranty deed;
- (b) all easements and rights-of-way granted or assigned to Seller, or reserved for the benefit of Seller, in Grayson County, Texas (collectively, the "Easements"), which are for the benefit of the LASS System or any portion thereof. The Easements will be assigned and transferred to Buyer from Seller by notarized assignment;
- (c) all permits, licenses, authorizations, and governmental approvals, if any, granted or issued by any governmental authority for the operation of the LASS System, including but not limited to the necessary CCNs, same to be transferred and assigned, to the extent transferrable or assignable, by Seller to Buyer by bill of sale and assignment. To the extent that transfer and assignment of such matters are subject to governmental approval or consent, Seller and Buyer agree to work together and exercise reasonable efforts to obtain all approvals and consents that are necessary to effect the assignments and transfers contemplated herein and the issuance of the necessary CCNs for the contemplated transfer of the LASS System;
- (d) all improvements and personal property necessary or incidental to the operation or maintenance of the LASS System or within the Easements (the "Improvements"). At closing ("Closing") such Improvements shall be conveyed by Seller to Buyer by Bill of Sale, in their "AS IS, WHERE IS" condition;
- (e) all right, title, and interest of Seller, if any, in and to the plans, specifications, shop drawings, sketches, drawings, operating manuals, diagrams, and other documents

depicting the Improvements and their location ("Plans"), to the extent existing and within the possession or control of Seller and/or the engineering consultants of Seller. The Plans will be assigned by Seller to Buyer by Bill of Sale;

- (f) all right, title, and interest of Seller in and under vendor service contracts and manufacturers' warranties. At Closing, Seller and Buyer will execute an Assignment and Assumption Agreement pursuant to which Seller will assign such vendors' service contracts and manufacturers' warranties to Buyer without representation or warranty of any kind, and Buyer shall assume all liabilities and obligations of Seller under such vendors' service contracts and manufacturers' warranties;
- (g) all customer deposits of every nature, including security deposits, guaranty fees, prepaid tap fees, and other sums paid to Seller by Customers, and which are held in trust for or are reimbursable to one or more Customers ("Customer Deposits"), if any, upon the occurrence of future conditions or events;
- (h) all books, records, and financial data of Seller directly related to the LASS System, and Buyer agrees to and will comply with the provisions of TEX. UTILITY CODE §182.051-182.055 or other relevant state or federal customer confidentiality statutes that are applicable to the LASS System regarding the information contained in such books, records and financial data;
- (i) all appurtenances, if any, benefiting or pertaining to any of the foregoing, including all right, title, and interest of Seller in and to all streets, roads, driveways, parking areas, alleys, rights-of-way, and easements adjacent to or benefiting the LASS System; and
- (j) all permits, if any, granted by groundwater conservation districts (GCDs), all rights to permits granted by GCDs, and all rights to groundwater, if any, necessary to serve the Customers of the LASS System within and outside of the CCN associated with the LASS System.
- (k) all logs, documentation, data, compilations, and other information related to wells located within the LASS System.
- (l) any and all information related to any violation or report of violation to any government entity involving the LASS System, including but not limited to any information received from or submitted to TCEQ.
- (m) a list of contact information for any and all persons or companies employed or contracted by Seller for maintenance or operation of the LASS System.

2.02 Asset Sale Only. This is an asset sale only, and except as otherwise provided in this Contract, Buyer shall only assume and be liable for obligations of Seller that are expressly assumed in this Agreement and not otherwise.

2.03 No Assumption of Liabilities. Except as otherwise provided herein, Buyer shall not assume, and shall not be deemed to have assumed or be in any way liable for or subject to or have any obligation for or with respect to, any liabilities, obligations or commitments of the LASS System of any

kind, nature or description whatsoever, including, but not limited to, liabilities of the Seller relating to recorded or unrecorded accounts payable, payroll, vacation and sick leave, employees, current and deferred income taxes, taxes related to any real property of the LASS System prior to the Closing Date or any debt of Seller or any liabilities relating to the LASS System; provided, however, that Buyer shall expressly assume and agree to perform, pay and discharge from the Closing Date forward, only those liabilities, obligations and commitments of Buyer specifically described herein (the "Assumed Liabilities"). All obligations, liabilities and commitments of the Buyer other than the Assumed Liabilities are referred to herein as the "Excluded Liabilities." Seller shall pay, perform and discharge when due, all of the Excluded Liabilities. The term "Excluded Liabilities" includes any liability or obligation of Seller which arose or were incurred on or before the Closing Date, or which arise from or are based on events occurring or conditions existing on or before the Closing Date.

2.04 INDEMNIFICATION. EFFECTIVE AFTER THE CLOSING, TO THE EXTENT PERMITTED BY LAW, SELLER AGREES TO DEFEND, INDEMNIFY AND HOLD BUYER HARMLESS FROM AND AGAINST ANY AND ALL DAMAGES, LOSSES, LIABILITIES, OBLIGATIONS, COSTS AND EXPENSES, DISBURSEMENTS, DEFICIENCIES, DIMINUTION IN VALUE, CLAIMS, DEMANDS AND SUITS (BY ANY PERSON, INCLUDING WITHOUT LIMITATION ANY GOVERNMENTAL AUTHORITY), OBLIGATIONS, PENALTIES OR SETTLEMENTS OF ANY KIND OR NATURE, WHETHER FORESEEABLE OR UNFORESEEABLE, INCLUDING WITHOUT LIMITATION, CONSEQUENTIAL OR SPECIAL DAMAGES, INTEREST, PENALTIES, LEGAL, ACCOUNTING, OTHER PROFESSIONAL FEES AND EXPENSES OR OTHER COSTS AND EXPENSES INCURRED IN THE INVESTIGATION, COLLECTION, PROSECUTION OR DEFENSE OF AND ALL ACTIONS, DEMANDS, ASSESSMENTS, JUDGMENTS, SETTLEMENTS AND COMPROMISES, THAT MAY BE IMPOSED ON OR OTHERWISE INCURRED, SUFFERED OR SUSTAINED BY BUYER BASED UPON, ARISING OUT OF, OR BY REASON OF ANY OF THE EXCLUDED LIABILITIES, INCLUDING THE OWNERSHIP AND OPERATION OF THE ASSETS PRIOR TO THIS CLOSING DATE.

III.

Payment and Application of Purchase Price

Purchase Price between Buyer and Seller. The consideration to be paid by Buyer to or for the benefit of Seller for the sale and conveyance of the Assets is as follows:

- (a) A payment in the amount of Forty-Nine Thousand Nine Hundred Sixty Five Dollars and Fifty-One Cents (\$49,965.51), at Closing, for the LASS System (the "Purchase Price"), less any amounts owed to Buyer by Seller for unpaid water service;
- (b) The transfer of Customer accounts of Seller into Customer accounts of Buyer, such transfer to be effective at Closing, and without charge of connection or impact fees;

IV.

Closing

4.01 Closing Date. Subject to the satisfaction of the conditions precedent set out in Section V and Section VI of this Contract, this transaction shall close ("Closing Date") at such location acceptable to the Parties as soon as reasonably possible following approval by the governing body of Buyer. The Closing is not complete and has not occurred until the consummation of the transactions contemplated in this contract and funding of the Purchase Price to Seller in accordance with this contract.

4.02 Conditions Precedent to Seller's Obligations.

(a) All obligations of Buyer under this Contract shall have been fulfilled or satisfied by Buyer, or waived by Seller prior to or at the Closing Date.

(b) The TCEQ has authorized the transfer of LASS system certificate of convenience and necessity (CCN) to the Buyer.

4.03 Seller's Closing Obligations. At the Closing, Seller shall perform the following:

(a) execute and deliver to Buyer the bill of sale and assignment described above in this Contract regarding the transfer of the Assets, free and clear of all liens, security interests and rights of any creditor or lender in their "AS IS, WHERE IS" condition.

(b) deliver possession of the Assets to Buyer;

(c) deliver evidence of Seller's authority to act hereunder in form reasonably satisfactory to Buyer

(f) execute closing statements, affidavits, non-foreign certificates, and other documents reasonably required as conditions precedent to Closing

(g) pay all costs required to be paid by Seller under this Contract.

4.04 Conditions Precedent to Buyer's Obligations.

(a) All obligations of Seller under this Contract shall have been fulfilled or satisfied by Seller, or waived by Buyer prior to or at the Closing Date.

(b) Buyer shall have received TCEQ's authorization to close.

(c) Between the date of this Contract and the Closing Date, the LASS System shall not have been materially and adversely affected by fire, explosion, earthquake, disaster, accident, cessation or interruption of utility or other services, flood, drought, lack of water supply, contamination of water supply, embargo, riot, civil disturbance, uprising, activity of armed forces or act of God or public enemy, that has rendered it unfit to function if not cured by Seller.

4.05 Buyer's Closing Obligations. At the Closing, Buyer shall perform the following obligations:

(a) execute duplicate originals of the bill of sale and assignment and assumption agreement described above regarding the transfer of the Assets which will include documentation as may be required by TCEQ under the TCEQ Letter to reflect Buyer's obligation to assume the liabilities for customer deposits (if any), customer contracts, and customer accounts assigned to it;

(b) deliver evidence of Buyer's authority to act hereunder in form reasonably satisfactory to Seller, including appropriate resolutions from the city council of Buyer;

- (c) execute closing statements, affidavits, non-foreign certificates, and other documents reasonably required as conditions precedent to Closing;
- (d) pay all costs required to be paid by Buyer under this Contract; and
- (e) pay to the Seller on the Closing Date in immediately available funds for the Purchase Price (less set-offs) and to pay all other costs required to be paid by Buyer under this Contract.

4.06 Closing Costs. Buyer shall pay all closing costs, except that each Party shall be responsible for the payment of its own attorney's fees, copying expenses, and other costs incurred in connection with this transaction and Seller shall pay the premium for the Title Policy.

V.

Covenants of Seller

5.01 General. To the extent not previously disclosed to Buyer, Seller shall immediately give notice to Buyer of any of the following prior to Closing that comes within the actual knowledge of Seller:

- (a) Any significant event that materially affects the operation of the LASS System, including notice of possible violation of governmental regulation.
- (b) Any right, title or interest in or to the Assets or any portion thereof vested in or claimed by any party or parties other than Seller.
- (c) Any pending condemnation proceeding or assessment currently existing or where Seller has been notified.

5.02 Covenants of Seller. Seller agrees that, between the Effective Date of this Contract and the Closing Date:

- (a) Seller shall continue to operate and maintain the LASS System in accordance with governmental regulations that are applicable to the LASS System and reasonable operating standards, and the operation of the LASS System shall be conducted in the ordinary course of business consistent with TCEQ rules.
- (b) Seller shall continue to maintain and service the LASS System consistent with TCEQ rules.
- (c) Seller will use reasonable efforts to maintain its relations and goodwill with its suppliers, customers and any others having business relations with it.
- (d) Seller shall comply with all laws, ordinances, rules, regulations and TCEQ orders applicable to the conduct of the LASS System business.
- (e) Seller will promptly advise Buyer in writing of the commencement of any dispute, claim, action, suit, arbitration or investigation involving a potential liability of \$5,000 or more against or involving the LASS System.

- (f) Seller will give to Buyer, its officers, employees, accountants, counsel and other representatives free and full access to and the right to inspect, during normal business hours, (on at least three days prior notice to Seller and during times consented to by Seller, which consent will not be unreasonably conditioned, delayed or withheld) all of the premises, properties, assets, records, contracts and other documents relating to the LASS System business and operations, and shall permit them to consult with the officers, employees, accountants, and agents of Seller that does not unreasonably interfere with the business or operations of Seller in the determination of the Seller.
- (g) Except as required by TCEQ, Seller shall not, except in the ordinary course of business, prior to Closing, initiate an expansion of or alteration to the LASS System, which would result in a capital expenditure exceeding \$50,000.00 without Buyer's approval.
- (h) In connection with the Closing, Seller will provide Buyer with the necessary information for any customer notices that in Buyer's reasonable judgment are necessary or desirable in connection with the transactions contemplated herein, but such notices shall not disparage the Seller in any manner.
- (i) Seller will not, except in the ordinary course of business, enter into or grant any liens, leases, easements, restrictive covenants or other agreements creating property rights or interests of any kind which would survive the Closing and which would affect title to the Assets, without the prior written approval of Buyer.
- (j) Seller will not sell, transfer, convey, demolish, destroy, dispose of, relinquish, amend, alter, change or modify the Assets or any portion thereof, except in the ordinary course of business, without the prior written consent of Buyer.
- (k) Seller will not knowingly allow or permit the introduction, spillage, release, discharge, use, storage or disposal of any hazardous material (with the exception of chlorine in any form), hazardous waste or pollutant of any kind or nature into, onto or from the Assets.
- (l) Seller will not use, occupy or knowingly allow the use or occupancy of the Assets in any manner which violates any applicable laws, ordinances, rules, regulations, restrictive covenants, easements, or rights-of-way.
- (m) Seller will immediately notify Buyer of any damage to or destruction of the Assets or any portion thereof which materially affects the value or operation of the LASS System.

5.03 Covenant to Cooperate. The Parties shall cooperate with each other, with timely assistance, in all reasonable and necessary ways to facilitate the closing of the transaction contemplated by this Contract.

5.04 Further Assurances. From and after the Closing Date, Seller shall execute such instruments and take such actions as the Parties may reasonably agree are necessary in order to allow the Buyer to receive the full benefit of the LASS System as contemplated by this Contract. Seller and Buyer shall also execute and deliver to the appropriate other Party such other instruments as may be reasonably required in connection with the performance of this Contract and each Party shall take all

further actions as may be reasonably required to carry out the transactions contemplated by this Contract.

VI. **Remedies**

6.01 Remedies.

(a) **Buyer's Remedies.** Notwithstanding any provision of this Contract to the contrary, in the event Seller fails or refuses to timely comply with Seller's obligations hereunder after Reasonable Notice and Opportunity to Cure (defined below) or is unable to do so as the result of Seller's act or failure to act, or at Closing a material breach of any of Seller's obligations or covenants contained herein has occurred and remains uncured, Buyer shall have the following options: (i) to terminate this Contract by giving Seller timely written notice of such election prior to or at Closing, and thereupon this Contract shall terminate, and Seller and Buyer shall be relieved and released of all further obligations, claims, and liabilities hereunder; (ii) to waive, prior to or at Closing, as applicable, the applicable objection or condition and proceed to close the transaction contemplated hereby in accordance with the remaining terms hereof; (iii) to seek a writ of mandamus to compel Seller's performance of its obligations hereunder; and/or to pursue any and all remedies available to Buyer at law and/or at equity, and/or (iv) to extend the time of Closing to allow the condition to be corrected. In the event Seller fails or refuses to timely perform any obligations required by it under this Agreement to be performed after Closing, Buyer may: (i) seek a writ of mandamus to compel Seller's performance of its post-closing obligations, and/or (ii) pursue any and all remedies available to Buyer at law and/or at equity.

(b) **Seller's Remedies.** Notwithstanding any provision of this Contract to the contrary, in the event Buyer fails or refuses to timely comply with Buyer's obligations hereunder or is unable to do so as the result of Buyer's act or failure to act, or at Closing a material breach of any of Buyer's obligations or covenants contained herein has occurred and remains uncured, Seller shall have the following options: (i) to terminate this Contract by giving Buyer timely written notice of such election prior to or at Closing, and thereupon this Contract shall terminate, and Seller and Buyer shall be relieved and released of all further obligations, claims, and liabilities hereunder, (ii) to seek a writ of mandamus to compel Buyer's performance of its obligations hereunder, (iii) to pursue any and all remedies available to Seller at law and/or at equity, (iv) to waive, prior to or at Closing, as applicable, the applicable objection or condition and proceed to close the transaction contemplated hereby in accordance with the remaining terms hereof; and (v) to extend the time of Closing to allow the condition to be corrected. In the event Buyer fails or refuses to timely perform any obligations required by it under this Contract to be performed after Closing, Seller may: (i) enforce specific performance of Buyer's post-closing obligations, and/or (ii) pursue any and all remedies available to Seller at law and/or at equity.

(c) **Liquidated Damages.** Buyer and Seller understand that the actual damages each may incur as a result of the other party's failure may be greater or less than the Earnest Money. Accordingly, the Buyer hereby waives any right to claim that the Seller's actual damages are less than such amount, and the Seller's acceptance of this Contract shall constitute a waiver of any right Seller may have to additional damages from the Buyer.

6.02 Attorney's Fees. Parties shall be responsible for their own attorney's fees, expenses and costs of court related to this contract or any dispute arising therefrom.

VII.
Miscellaneous Provisions

7.01 Binding Effect. This Contract, and the terms, covenants, and conditions herein contained, shall be covenants running with the Assets and shall inure to the benefit of and be binding upon the heirs, personal representatives, successors, and assigns of each of the Parties hereto.

7.02 Notice. Any notice, communication, request, reply or advice (severally and collectively referred to as "Notice") in this Contract provided or permitted to be given, made or accepted by either party to the other must be in writing. Notice may, unless otherwise provided herein, be given or served: (i) by depositing the same in the United States Mail, certified, with return receipt requested, addressed to the party to be notified and with all charges prepaid; or (ii) by depositing the same with Federal Express or another service guaranteeing "next day delivery", addressed to the party to be notified and with all charges prepaid; (iii) by delivering the same to such party, or an agent of such party; or (iv) by transmitting the same to the party to be notified by telecopy, provided that receipt for such telecopy is verified by the sender and followed by a notice sent in accordance with one of the other provisions set forth above. Notices hereunder shall be effective on the date of delivery, deposit or transmittal in the manner described hereinabove. For the purposes of notice, the addresses of the parties shall, until changed as provided below, be as follows:

SELLER:

Ms. Sandra Barbey
Vice President
LASS Water Supply
P.O. Box 385
Mt. Enterprise, Texas 75681

Telephone: 713.542.8405
Facsimile: 903.822.3276

BUYER:

The Honorable David Plyler
Mayor
City of Sherman, Texas
220 West Mulberry Street
P. O. Box 1106
Sherman, Texas 75091-1106
Telephone: 903.892.7200
Facsimile: 903.892.7355

With copy to:

City Attorney
City of Sherman, Texas
220 West Mulberry Street
P. O. Box 1106
Sherman, Texas 75091-1106
Telephone: 903.892.7305
Facsimile: 903.892.7355

The parties hereto shall have the right from time to time to change their respective addresses, and each shall have the right to specify as its address any other address within the United States of America by at least five (5) days written notice to the other party. If any date or any period provided in this Agreement ends on a Saturday, Sunday or legal holiday, the applicable period shall be extended to the first business day following such Saturday, Sunday or legal holiday.

7.03 Real Estate Commissions. Seller and Buyer each represent and warrant to the other that no real estate brokerage commission or other finder's fee or commission of any kind is payable to any person or entity in connection with this transaction, and, to the extent permitted by law, each indemnifies and holds the other harmless against the payment of any commission to any person or entity claiming by, through or under Seller or Buyer, as applicable.

7.04 Time. Time is of the essence in the performance of this Contract.

7.05 Assignment. This Contract may not be assigned by either Seller or Buyer without the consent of the other.

7.06 Severability. If any provision of this Contract is illegal, invalid, or unenforceable under present or future laws, then, and in that event, it is the intention of the parties hereto that the remainder of this Contract shall not be affected thereby, and it is also the intention of the parties to this Contract that in lieu of each provision of this Contract that is illegal, invalid, or unenforceable, there be added as a part of this Contract a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible, and be legal, valid, and enforceable.

7.07. Waiver. Any failure by a Party hereto to insist, or any election by a Party hereto not to insist, upon strict performance by the other Party of any of the terms, provisions, or conditions of this Contract shall not be deemed to be a waiver thereof or of any other term, provision, or condition hereof, and such party shall have the right at any time or times thereafter to insist upon strict performance of any and all of the terms, provisions, and conditions hereof.

7.08 Applicable Law. The construction and validity hereof shall be governed by the laws of Texas.

7.09 Venue. Venue shall be in the court of proper jurisdiction located in Grayson County, Texas.

7.10 Grammatical Construction. Wherever appropriate, the masculine gender may include the feminine or neuter, and the singular may include the plural, and vice versa.

7.11 Counterpart Execution. This Contract may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document, and all counterparts will constitute one and the same agreement.

XIII.

Other Covenants and Issues

8.01 Retained Equipment. Seller shall not retain and will convey to Buyer all equipment currently being used by Seller in the operation of the LASS System as listed on Exhibit "A".

8.02 In order to induce the other party to enter into this contract and to close the transaction, the Parties have agreed to certain warranties, representations, covenants and obligations set forth above in this contract. Certain of these are intended to survive closing and none of these surviving covenants or obligations shall merge with the special warranty deed or other conveyance documents at closing pursuant to the Doctrine of Merger.

The following warranties, representations, covenants and obligations shall survive Closing: Sections 2.01(c), 2.04, 4.06, 5.04, 6.02, 7.02, 7.03, and 8.02.

All warranties, representations, covenants and obligations in this contract, other than and excepting the surviving obligations set forth above, shall not survive the Closing and shall merge with a special warranty deed and other conveyance documents at Closing pursuant to the Doctrine of Merger.

(The remainder of this page is left intentionally blank.)

EXHIBIT LIST

EXHIBIT “A” Description of the assets to be conveyed.

(The remainder of this page is left intentionally blank.)

EXECUTED by the undersigned on the dates set forth herein below.

SELLER:
LASS Water Supply

BUYER:
City of Sherman, Texas

By: _____
Name: Sandra Barbey
Title: Vice President
Date Signed: _____

By: _____
Name: David Plyler
Title: Mayor
Date Signed: _____

ATTEST:

ATTEST:

By: _____
Name: _____
Title: _____

By: _____
Name: Linda Ashby
Title: City Clerk

APPROVED AS TO FORM AND CONTENT:

By: _____
Name: Brandon Shelby
Title: City Attorney

EXHIBIT "A"

BILL OF SALE AND ASSIGNMENT

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

LASS Water Supply of ("Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) cash and other good and valuable consideration paid to Grantor by the City of Sherman, a home-rule municipality of the State of Texas ("Grantee"), the receipt and sufficiency of which is hereby acknowledged, has granted, sold and conveyed, and by these presents does grant, sell, and convey unto Grantee, its successors and assigns, the following:

1. Personal Property. All items of furniture, fixtures, equipment, and miscellaneous tangible personal property owned by Grantor, and located on or within or used in connection with the ownership or operation of the improvements located in Grayson County, Texas, consisting of all of the personal property used and/or owned by Grantor in connection with the water distribution system serving that retail water utility service area assigned certificate of convenience and necessity No. 12258 by the Texas Commission on Environmental Quality ("TCEQ") and all of such items and personal property being collectively referred to herein as the "Personal Property".
2. Leases. All of Grantor's right, title, and interest as lessor or landlord in and under all leases and license agreements granting possessory rights in, on, or covering the Project (the "Leases") including said CCN No. 12258.
3. Property Agreements. All of the Grantor's right, title, and interest as owner of the Project, to the extend Grantor's interest is assignable, in and to any and all agreements that relate solely to the ownership, use, leasing, management, advertising, security, maintenance, construction, or operation of the Project or the Personal Property (the "Property Agreements").
4. Intangibles. To the extent and relating solely to the ownership, development use, or projected use, maintenance, or operation of the Project, Personal Property, Leases, or Property Agreements, all of Grantor's right, title, and interest in and to all (i) plans, models, drawings, specifications, surveys, engineering reports, and other technical descriptions or materials that are in the possession of Grantor or its representatives (the "Plans"); (ii) warranties, guaranties, indemnities, and claims (the "Warranties"); (iii) licenses, permits, franchises, and similar rights issued by any federal, state, or municipal authority, including, without limitation, any waste, wastewater, storm sewer, or other utility capacity reservations or allocations issued solely for the benefit of the Project or improvements to be constructed on the above described land (the "Permits"); and (iv) all other claims or causes of action (the "Intangibles").
5. Trade Names. All of Grantor's right, title, and interest in and to the use of the name "LASS Water Supply" (the "Trade Name"), together with all "d/b/a's", assumed name certificates, certificates of the Secretary of State of Texas, trademark and copyright certificates, licenses, permits, and other similar instruments which evidence Grantor's right, title, and interest in the Trade Name and its use.
6. Easements. All of Grantor's rights, titles, and interests of any in any easement related to the water utility system, including, without limitation, water well site easements, pipe line easements, sanitary control easements, ingress/egress easements, and any others that may exist of record or are

unrecorded, at law or in equity, shall be assigned to Grantee without reservation. Expressly included in this assignment are Grantor's rights to use dedicated public utility easements in recorded subdivision plats and public road rights-of-way.

TO HAVE AND TO HOLD the Personal Property, Leases, Property Agreements, Plans, Warranties, Permits, Intangibles, and Trade Names, together with all and singular rights and appurtenances thereto in anywise belonging, unto the said Grantee, its successors and assigns, forever, and Grantor does hereby bind itself and its successors to WARRANT AND FOREVER DEFEND title to the Personal Property, Leases, Property Agreements, Plans, Warranties, Permits, and Intangibles unto said Grantee, its successors and assigns, against the lawful claims of any and all persons lawfully claiming or to claim the same or any part hereof.

Grantor warrants that there are no liens, encumbrances, or security agreements affecting the Project and/or Grantor's interest in the Project.

IN WITNESS WHEREOF, Grantor has executed this Bill of Sale and Assignment as of the _____ day of _____, 20____.

GRANTOR:
LASS Water Supply

By: _____
Name: Sandra Barbey
Title: Vice President

THE STATE OF TEXAS §
COUNTY OF GRAYSON §

BEFORE ME, the undersigned authority, on this day personally appeared Sandra Barbey, Vice President of LASS Water Supply of Magnolia, Texas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed as an individual and corporate officer.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 20____.

Notary Public in and for the State of Texas

Printed Name: _____
My Commission Expires: _____



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. C. 2.

Meeting Date: 06/20/2016

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

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6095

Authorizing the Execution of a Professional Services Agreement with H. W. Lochner, Inc. for the Schematic Design Layout and Environmental Studies for the Widening of F.M. 1417 (Heritage Parkway) from Washington Street to Just South of U.S. Highway 82 Project

Issue:

A contract for professional services with H. W. Lochner, Inc. for the schematic design and environmental studies of F.M. 1417 (Heritage Parkway) from Washington Street to just south of U.S. Highway 82

Background:

On January 11, 2016, the City Council attended a Transportation Summit. One of the items discussed was leveraging local funds in order to spur investment from the Texas Department of Transportation (TxDOT) in the state owned arterials that are vital to the successful and strategic growth of the City of Sherman. Heritage Parkway (FM 1417) has been identified as one of the highest priorities due to development along the corridor and the recent traffic accidents that occurred. This contract is for the preparation of the preliminary engineering drawings and the environmental documents necessary to acquire any right-of-way that is needed in order to widen the roadway.

Heritage Parkway is identified as a principal arterial on the City of Sherman thoroughfare plan. A principle arterial is comprised of a six-lane median divided section with curb and gutter. The preliminary plans will include a four-lane section with an extra wide median that would accommodate a future six-lane section at minimal expense.

Origination:

Public Works and Engineering Department

Financial Consideration:

The fee for engineering services will be \$376,117.50. Funding for this project will be from Certificate of Obligation (CO) bonds issued by the City this summer.

Staff Recommendation:

It is recommended that the contract for professional engineering services with H. W. Lochner, Inc. for the schematic design of the F.M. 1417 (Heritage Parkway) Widening Project be approved.

Alternatives:

Those as may be directed by the City Council

Attachments

Resolution No. 6095

Agreement for Professional Services

Roadway Section

Location Map

RESOLUTION NO. 6095

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH H. W. LOCHNER, INC. FOR THE SCHEMATIC DESIGN LAYOUT AND ENVIRONMENTAL STUDIES FOR THE WIDENING OF F.M. 1417 (HERITAGE PARKWAY) FROM WASHINGTON STREET TO JUST SOUTH OF U.S. HIGHWAY 82 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 H. W. Lochner, Inc., for the schematic design layout and environmental studies for the widening of F.M. 1417 (Heritage Parkway) from Washington Street to just south of U.S. Highway 82 Project, in accordance with all contract documents attached hereto and made a part hereof for all purposes.

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

PASSED AND APPROVED on this the _____ day of _____, 2016.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

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

AGREEMENT FOR PROFESSIONAL SERVICES

THIS Agreement for Professional Services ("Agreement") is entered into _____ by and between the CITY OF SHERMAN, TEXAS, hereinafter referred to as the "City", and H. W. LOCHNER, INC., hereinafter referred to as "Company".

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

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

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

ARTICLE I

GENERAL

The Company shall furnish and pay for all labor, tools, materials, equipment, supplies, transportation and management necessary to perform all Services set forth in Article II hereof for the City in accordance with the terms, conditions and provisions of the Scope of Services, attached

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

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

Company shall perform all work hereunder in a professional manner satisfactory and acceptable to City in accordance with the terms and conditions of this Agreement, including and subject at all times to the standard of care set forth in this Agreement. Company shall perform all of its services in a timely and professional manner, utilizing at all times an economical and expeditious manner for performing such services. No less than monthly, Company shall keep City informed, orally or in writing (as requested by City), as to the status of all services of Company in process. All oral information shall be subsequently confirmed in writing.

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

Company will use its professional skill, judgment and abilities in the performance of its work and Services hereunder, and all work and Services performed under this Agreement shall be conducted in a manner consistent with that level of care and skill ordinarily exercised by similarly credentialed members of the engineering profession currently practicing in the same locality in

which the work and Services hereunder are being provided under similar conditions (“Standard of Care”). Company shall re-perform and otherwise remedy any work or Services provided by or for Company not meeting or satisfying this Standard of Care without additional compensation. Further, Company shall perform all services by applying the Standard of Care as to cause them to be in accordance with, and Company's work product shall similarly comply with, any applicable law, rule, statute, ordinance, regulation, standard, policy or order of any federal, state or local governmental entity or agency having jurisdiction over any matter related to this Agreement or the project for which the Services are being provided by the Company. Company shall be wholly and solely responsible for any work or Services provided by any officer, employee, agent, representative, contractor or subcontractor of Company to the same extent as for its own work product and Services under this Agreement.

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

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

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

ARTICLE II

SERVICES

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

PREPARATION OF ALL PLANS, SPECIFICATIONS, DRAWINGS, DESIGNS, DOCUMENTS, REPORTS, RECORDS, OTHER WORK PRODUCT, AND ESTIMATES NECESSARY FOR THE WIDENING OF FM 1417 FROM WASHINGTON ST. TO JUST SOUTH OF US 82 PROJECT DESCRIBED IN THE SCOPE OF SERVICES ATTACHED HERETO AS EXHIBIT "A".

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

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

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

E. In accordance with the Standard of Care set forth herein, Company agrees that if it shall recommend unsuitable materials in connection with the project for which the Services are being provided by the Company or this Agreement or if the design of the project should be defective in any way, Company will assume responsibility for any damages, loss, claims, or

expenses to the extent caused by Company's recommendation of unsuitable materials or defective design resulting from the failure of the Company to adhere to the Standard of Care.

ARTICLE III

PAYMENT

A. City shall pay Company for all Services authorized in writing and properly performed by Company on the basis herein described in Exhibit C (Lump Sum Man-hour/Fee Estimate), subject to additions or deletions for changes or extras agreed upon in writing, and subject to the City's right to withhold payment pursuant to the terms of this Agreement.

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

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

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

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

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

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

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

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

insurance obligations under this Agreement or if an insurer denies the claim arising out of such breach, claim, or lien.

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

ARTICLE IV

TIME FOR PERFORMANCE

A. Company shall perform all Services and any other work as provided for under this Agreement in accordance with the Standard of Care in order to meet the schedule depicted in Exhibit B (Schedule of Engineering Services) as far as it is in the Company's control. Subject to the terms and provisions of this Agreement, both parties have agreed to the provisions of this Agreement in anticipation of the orderly and continuous progress of the Services through completion of the Scope of Services specified in Exhibit "A", attached hereto.

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

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

ARTICLE V

DOCUMENTS

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

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

C. Contingent upon full payment, the Company agrees to and does hereby grant and assign to City all intellectual property rights (whether copyright or otherwise) in and to all such instruments of service in which Company may have a copyright or other intellectual property interest, and to all designs as to which Company may assert any rights or establish any claim under

patent, copyright, or other intellectual property laws. Company, after completion of the Services and final payment, agrees to furnish the originals of all such instruments of service to the City (or, if this Agreement is terminated or the project for which the Services are being provided is abandoned prior to such completion, Company shall provide the originals of all such instruments of service (whether finished or unfinished) to the City upon such termination or abandonment and the payment of any amounts then due the Company pursuant to this Agreement).

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

ARTICLE VI

TERMINATION

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

B. Either City or Company may suspend or terminate this Agreement because of a breach of this Agreement by the other party, such suspension or termination to be effective ten

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

In the event of such termination, City may proceed to complete the Services in any manner deemed proper by City, either by the use of its own forces or by resubmitting to others, provided that the Company shall not be liable for any further use of in-progress instruments of services or other documents prepared under this Agreement.

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

C. Should the City require a modification of this Agreement, and in the event City and Company fail to agree upon such modification, either City or Company shall have the option in their respective sole discretion of terminating this Agreement. In the event of such termination, payment to Company shall be made by the City in accordance with the terms of this Agreement, for the Services mutually agreed upon by the City and the Company to be properly performed by the Company prior to such termination date. Such payment will be due upon

delivery of all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items, or any other instruments of service, in whatever form or format, prepared by, for, or on behalf of Company in connection with this Agreement, to City.

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

ARTICLE VII

INSURANCE

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

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

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

3. Company shall provide Commercial General Liability Insurance at minimum combined single limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations (\$1,000,000 products/ completed operations aggregate) and contractual liability. Coverage for products/completed operations must be maintained for at least two (2) years after the construction work has been completed. Coverage must be amended to provide for an each- project aggregate limit of insurance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VIII

COMPANY'S INDEMNIFICATION OBLIGATION

Company covenants and agrees to FULLY INDEMNIFY AND HOLD HARMLESS the City of Sherman, Texas and the elected officials, the officers, employees, representatives, and volunteers of the City of Sherman, Texas, individually or collectively, in both their official and private capacities (the City of Sherman, Texas, and the elected officials, the officers, employees, representatives, and volunteers of the City of Sherman, Texas each being a "Sherman Person" and collectively the "Sherman Persons"), from and against costs, liens, harm, damages, losses, expenses, fees, fines, penalties, judgments, and liability, made upon or incurred by any Sherman Person, (collectively, the "Claims"), to the extent caused by an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier after receipt of corresponding payment by the City committed by the Company or the Company's agent, consultant under contract, or another entity over which the Company exercises control (such agent, consultant under contract, or another entity being "Company Persons"). SUCH INDEMNITY AND HOLD HARMLESS OBLIGATION SHALL AND DOES INCLUDE CLAIMS FOUND TO HAVE BEEN

CAUSED IN PART BY THE NEGLIGENCE OF A SHERMAN PERSON, but shall extend only to the extent of the Consultant's liability. However when Claims arise out of the co-negligence of a Sherman Person and the Company or any Company Persons, Company's liability under this clause shall be reduced by that portion of the total amount of the Claims equal to the Sherman Person or Persons' proportionate share of the negligence that caused the loss attributable to such negligence. Likewise, Company's liability for Sherman Person's defense costs and attorneys' fees shall be reduced by that portion of the defense costs and attorneys' fees equal to Sherman Person or Persons' proportionate share of the negligence that caused the loss attributable to such negligence.

The provisions of any indemnity, and hold harmless obligation set forth in this Agreement shall survive the termination or expiration of this Agreement.

ARTICLE IX

COMPANY INDEMNIFICATION FOR EMPLOYEES

Company agrees that it is an independent contractor and not an agent of the City, and that Company is subject, as an employer, to all applicable unemployment compensation statutes, laws, rules, and regulations, so as to relieve City of any responsibility or liability from treating Company's employees as employees of City for the purpose of keeping records, making reports or payments of unemployment compensation taxes or contributions. WITHOUT LIMITING THE INDEMNITY, AND HOLD HARMLESS OBLIGATION SET FORTH IN ARTICLE VIII AND ANY OTHER INDEMNITY, AND HOLD HARMLESS PROVISION INCLUDED IN THIS AGREEMENT, COMPANY FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY OF SHERMAN, TEXAS AND ALL OTHER SHERMAN PERSONS

(AS DEFINED IN ARTICLE VIII) FROM AND AGAINST AND REIMBURSE THE SAME FOR ANY CLAIMS, COSTS, LIENS, HARM, DAMAGES, LOSSES, FEES, PROCEEDINGS, ACTIONS, CAUSES OF ACTION, DEMANDS, PENALTIES, FINES, JUDGMENTS, SUITS, EXPENSES OR LIABILITY OF ANY KIND OR NATURE INCURRED UNDER OR RELATED TO SAID STATUTES OR IN CONNECTION WITH EMPLOYEES OF COMPANY.

ARTICLE X

ASSIGNMENT

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

ARTICLE XI

APPLICABLE LAWS; GOVERNING LAW; VENUE

Company shall comply with all Federal, State, County and Municipal laws, ordinances, regulations, safety orders, resolutions and codes (including, without limitation, building and related codes), including but not limited to the Americans With Disabilities Act and Chapter 469

of the Texas Government Code (relating to elimination of architectural barriers), relating or applicable to the work and Services to be performed under this Agreement. Where such requirements are applicable to the resultant work product of the Services, the parties agree that this is an obligation to apply the Standard of Care in interpreting and applying such requirements.

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

ARTICLE XII

ADJUSTMENTS IN SERVICES

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

ARTICLE XIII

EXECUTION BECOMES EFFECTIVE

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

ARTICLE XIV

AGREEMENT AMENDMENTS

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

ARTICLE XV

GENDER AND NUMBER; HEADINGS

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

ARTICLE XVI

NOTICES AND AUTHORITY

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

B. The City agrees to send all notices required under this Agreement to the Company at 5767 Eagles Nest Blvd., Tyler, TX 75703.

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

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

ARTICLE XVII

MISCELLANEOUS

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

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

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

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

D. Release of Information. Company shall not divulge or release any information concerning the project or this Agreement to the public, including any the media representative, without City's prior written consent other than as may be required by applicable law, subpoena, or court order.

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

F. Authorized Signatories. The undersigned officers and/or agents of the parties hereto are the properly authorized officials or representatives and have the necessary authority to execute this Agreement on behalf of each of the respective parties, and each party hereby certifies

to the other that any necessary resolutions or other act extending such authority have been duly passed and are now in full force and effect.

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

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

BY: _____

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

TITLE: Vice President

ATTEST: BY: _____

NAME: _____

TITLE: _____

CITY: CITY OF SHERMAN

BY: _____

NAME: Robby Hefton

TITLE: City Manager

ATTEST: BY: _____

NAME: Linda Ashby

TITLE: City Clerk

APPROVAL RECOMMENDED:

Clay Barnett, P.E. / Director of Public Works & Engineering

APPROVED AS TO FORM:

Brandon S. Shelby, City Attorney

EXHIBIT A

SERVICES TO BE PROVIDED BY THE ENGINEER

The work to be performed by the Engineer shall consist of providing preliminary engineering services for development of a schematic design layout, environmental studies in support of the schematic work, public involvement, permit procurement, data collection analysis, mitigation and remediation, monitoring, traffic engineering and operations including traffic simulations and 3-D modeling, and surveying and mapping for FM 1417 from Washington St., North to just South of US 82 in Sherman, Texas.

The Engineer shall complete the services to be provided by the Engineer according to the milestone work schedule established in the work authorization. The Engineer shall submit a written progress report to the City monthly indicating the actual work accomplished during the month, scheduled work to be accomplished for that month, and the estimated work to be accomplished for the coming month.

The Engineer shall prepare a project work schedule. The work schedule must incorporate an allocation of time for stage reviews of the developing schematic design and the environmental documents.

Route and Design Studies: (TxDOT Function Code 110)

The Engineer shall prepare an alignment and proposed roadway schematic layout to include projected traffic volumes, existing and proposed typical sections. The Engineer shall furnish Microsoft Office and Microstation V8i-Geopak computer generated media containing the roadway schematic layout to the City. All supporting attachments and exhibits shall accompany the schematic layout. All Microsoft Office and Microstation V8i-Geopak computer generated files containing the roadway schematic layout shall be compatible with the software used by the City.

The Engineer shall obtain, review, and evaluate existing and twenty-year projected traffic data for use in the preparation of the schematic design layout. The data shall be utilized in accordance with the requirements for schematic development and consistent with the policies of the State and City.

The Engineer shall prepare preliminary drawings to identify any potential adverse impacts within the project corridor. Identification of all existing and proposed utilities (public and private), structures, burial grounds, neighborhood communities, historical landmarks, and undeveloped

areas is required. Any potential utility conflicts and structural impediments must be identified as such. The Engineer shall propose alternative alignments which would avoid or minimize displacements and damages, and prepare any additional attachments or exhibits required illustrating a preferred alternative alignment.

The Engineer shall render assistance to the State and City for agency meetings as necessary during the development of the schematic design as requested by the City. The Engineer shall also render assistance to the State and City for public meetings and a public hearing if requested.

An itemization of the schematic design and engineering work activity to be performed under this contract is detailed below. All designs shall be prepared in accordance with the latest version of: TxDOT Roadway Design Manual, TxDOT Project Development Process Manual, AASHTO Policy on Geometric Design of Highways and Streets, TxDOT Standard Specifications for Construction of Highways, Streets, and Bridges, TxDOT Traffic Operations Manual on Highway Operations, and Highway Capacity Manual - Transportation Research Board.

The schematic layout will adhere to a design scale of 1 in. = 100 ft. The schematic layout, exhibits, and attachments will be developed in English units. All Microsoft Office and Microstation V8i - Geopak computer graphic files furnished to the City must be submitted in electronic format by means of a CD media that will be compatible to the City. Schematics will follow the State and Federal Highway Administration (FHWA) standards, the schematic will also follow the CADD standards used by the State and shall be submitted as an original document, accompanied with an original Microstation V8i formatted graphics file. Final copies of the schematic design shall be signed by a professional engineer licensed in the State of Texas.

Schematic Design Work Outline:

Develop Base Maps

The base maps to be used for the analysis and proposed schematic layout shall be developed by the Engineer from existing construction and right of way (ROW) plans as available. The Engineer shall re-establish the existing centerline horizontal alignments for all roadways, identify existing ROW, property owners and the approximate location of major utilities in the preparation of base maps.

Planimetrics and Aerial Mapping

Planimetrics, Digital Terrain Modeling (DTM), and aerial photographs shall be furnished to the Engineer by the State.

Analyze Existing Conditions

Using collected data and base maps, the Engineer shall develop an overall analysis of the existing conditions in order to develop the schematic design. The analysis shall include, but not be limited to the following:

- a. ROW determination
- b. Horizontal alignment
- c. Profile grades
- d. Pavement cross slopes and pavement type
- e. Intersection design and analysis
- f. Sight distance
- g. Roadside signing
- h. Locations of critical constraints
- i. Drainage
- j. Traffic control and construction phasing sequence

Schematic Alternatives

The Engineer shall identify and analyze schematic alternatives to minimize potential adverse impacts, major utility conflicts, structural impediments, or exceptions to the State or FHWA design criteria.

Deliverable Schematic

The Engineer shall consider the following in the analysis to optimize the design:

- a. The most efficient use of the allocated ROW
- b. Roadway and intersection geometry
- c. Sight distance
- d. Construction costs
- e. Construction sequencing and traffic control during construction
- f. Roadside safety appurtenances

Project Management and Coordination

- a. The Engineer shall direct and coordinate the various elements and activities associated with developing the design schematic.
- b. The Engineer shall prepare the detailed graphic Project Work Schedule indicating tasks, critical dates, milestones, deliverables and State review requirements. The Project Work

Schedule will depict the order of the various tasks, milestones, and deliverables. The Engineer shall review and provide comments on its elements of the schedule to the City.

- c. The Engineer shall submit written monthly Progress Reports to the City.
- d. The Engineer shall prepare subcontracts for subconsultants, direct and monitor subconsultants activities, and review subconsultant work and invoices.
- e. The Engineer shall provide ongoing quality assurance and quality control to ensure completeness of product and compliance with the City procedures.
- f. The Engineer shall prepare and submit invoices.

Data Collection

The Engineer shall conduct field reconnaissance and collect data as necessary to complete the schematic design. Data shall include the following information. Items "a" to "g" will be obtained from the State, if available, while items "h" to "j" will be obtained from other agencies as required.

- a. Available Corridor Major Investment Studies
- b. Design data from record drawings of existing and proposed facilities
- c. Existing and future design year traffic data
- d. Roadway inventory information, including the number of lanes, speed limits, pavement widths and rating, bridge widths and ratings, and ROW widths
- e. Aerial photos, planimetric mapping, and DTM
- f. Environmental Data
- g. Previously prepared drainage studies
- h. Adopted land use maps and plans as available
- i. Federal Emergency Management Agency (FEMA) Flood Boundary Maps
- j. Public and private utility information

Preliminary Design Conference

The Engineer shall prepare and submit a preliminary Design Summary Report (DSR) to the State for review and approval and shall attend an initial Kick-Off Meeting to establish and agree on fundamental aspects and concepts and to establish the basic features and design criteria for the project. This meeting will be coordinated with any adjacent projects to ensure continuity.

Schematic Design – General Tasks

- a. ROW/Property Base Map:

The Engineer shall obtain information on existing ROW and property information from as-built

plans, ROW maps, and tax records and prepare a base map depicting the information.

b. Utility Base Map:

The Engineer shall obtain information on existing utilities from utility owners and shall conduct investigations to identify and evaluate all known existing and proposed public and private utilities. The Engineer shall identify potential conflicts and attempt to minimize the potential adverse utility impacts in the preparation of the schematic design. The Engineer shall prepare a base map depicting the utility locations.

c. Typical Sections:

The Engineer shall develop both existing and proposed typical sections that depict the number and type of lanes, shoulders, median width, curb offsets, cross slope, border width, clear zone widths, and ROW limits.

d. Environmental Constraints:

The Engineer shall consider impacts to environmentally sensitive sites (as identified by the State and provided to the Engineer) during the schematic design process. The environmental sensitive sites may include historic structures, cemeteries, residential areas, historical landmarks, and farmland.

e. Drainage:

The Engineer shall use data from as-built plans and FEMA maps to locate drainage out fall(s) and to determine existing storm sewer and culvert sizes, design flows, and water surface elevations for use in the design of roadway geometry. The Engineer shall conduct a Preliminary Drainage Study to determine and evaluate the adequacy of the ROW needed to accommodate the proposed roadway and drainage system. The drainage study shall identify the impacts to abutting properties and the 100-year floodplain due to proposed highway improvements, identify the water surface elevations for the 2, 5, 10, 25, 50 and 100 year storm events, identify and locate outfalls, drainage outfall descriptions, provide overall drainage area map, sub-drainage area map, storm water detention facilities, and provide a drainage study report identifying the results of the study.

The drainage report, signed and sealed by a professional engineer, shall include applicable hydrologic and hydraulic models such as HEC-1 and HEC-2, HEC-RAS, HEC-HMS, XP-SWMM, and other applicable models. The Engineer shall not evaluate the adequacy of the existing drainage structures.

f. ROW Requirements:

The Engineer shall determine the ROW requirements based on the proposed alignment, typical

sections, access control, terrain, construction requirements, drainage, clear zone, maintenance, and environmental mitigation requirements.

g. Construction Sequence:

The Engineer shall consider the requirements for construction and traffic control throughout the development of schematic design to ensure that the proposed design can be constructed.

h. Design Exceptions:

The Engineer shall identify design exceptions and waivers, and shall document the necessity for each design exception or waiver.

i. Bicycle and Pedestrian Accommodations:

The Engineer shall comply with the federal policy statement on Bicycle and Pedestrian Accommodations Regulations and Recommendations by United States Department of Transportation (USDOT). This policy encourages the incorporation of safe and convenient walking and bicycling facilities into transportation projects. The inclusion of bicycle and pedestrian facilities shall be considered when the project is scoped. Public input when applicable, as well as local city and metropolitan planning organization for bicycle and pedestrian plans shall be considered.

Conceptual Design Schematics

The Engineer shall develop conceptual design schematics in MicroStation format to evaluate various methods of handling traffic while providing access in key areas. It is anticipated that a single design alternative that optimizes traffic flow and access shall be produced. The conceptual schematics will be plan view only. Profile work will be done only to the extent necessary to lay out the proper horizontal geometry.

The schematics shall contain the following design elements:

- a. Mainlane roadway alignment
- b. Pavement edges, face of curbs and shoulder lines
- c. Typical sections of existing and proposed roadways
- d. Proposed structure locations
- e. Preliminary ROW requirements and control-of-access locations
- f. Direction of traffic flow and the number of lanes on all roadways
- g. Existing and projected traffic volumes

Geometric Design Schematics

The Engineer shall develop geometric design schematics based on the conceptual schematics

after the basic layout, lane arrangement, and ROW requirements depicted on the conceptual schematics is approved.

The geometric schematic plan view shall contain the following design elements:

- a. Geopak calculated roadway alignments for mainlanes, and cross streets with horizontal curve data shown in tabular format
- b. Pavement edges, curb lines, sidewalks for all roadway improvements
- c. Typical sections of existing and proposed roadways
- d. Proposed structure locations and bridge layouts
- e. Existing and proposed major utilities
- f. Existing property lines and respective property ownership information
- g. ROW requirements adequate for preparation of ROW maps
- h. Existing and projected traffic volumes (if available from TxDOT)
- i. Lane lines, shoulder lines, and direction of traffic flow arrows indicating the number of lanes on all roadways

The geometric schematic profile view shall contain the following design elements:

- a. Calculated profile grade and vertical curve data including "K" values for the mainlanes
- b. Existing ground line profiles along the mainlanes
- c. Grade separations and overpasses
- d. Calculated vertical clearances at grade separations and overpasses

The calculated profile grade for cross streets will be shown on separate Supplemental Profile rolls.

Cross-Sections

The Engineer shall use Geopak to generate preliminary cross-sections every 100 feet in conjunction with the Geometric Schematic. The Engineer shall determine earthwork volumes for use in the cost estimate, and shall prepare roll plots of the cross-sections.

Preliminary Construction Sequence

The Engineer shall prepare a Preliminary Construction Sequence Layout in conjunction with the Geometric Schematic depicting the phasing and traffic detours anticipated to construct the proposed design.

Preliminary Cost Estimate

The Engineer shall prepare a preliminary cost estimate for the project, including the costs of construction and eligible utility adjustments. Current State and City unit bid prices will be used in preparation of the estimate.

Engineering Summary Report

The Engineer shall prepare a report to summarize the design criteria, traffic analysis, preliminary cost estimate and basis of estimate, construction sequence description, and utility conflict issues.

Agency Coordination and Public Involvement

- a. The Engineer shall assist the City in conducting meetings with various agencies to discuss and review the schematic design. The Engineer shall document and respond to issues related to the schematic design.

The Engineer shall assist in conducting public meetings and public hearing during the project development process. The Engineer shall prepare schematic exhibits, constraints maps, other necessary exhibits, and assist the City in the presentation.

- b. The Engineer shall participate in a Meeting with Affected Property Owners (MAPO) located within or near the project's study area.
- c. The Engineer shall prepare the adjacent property owner list, mail out of meeting notices, notice of public meeting and hearing, draft letter to public officials, prepare and publish notices to major and local newspaper, reserve public meeting and hearing location, hire court reporter and law enforcement for public hearing, audio and visual rental equipment, and assist with conducting public meeting and hearing.
- d. Compile public comments received and responses to comments during the public meeting into a summary of public meeting and the public hearing into a Public Hearing Summary Report.

Schematic Design Project Deliverables

In conjunction with the performance of the foregoing services, the Engineer shall provide the following draft and final documents and associated electronic files:

- Two (2) draft copies of the Engineering Summary Report
- Two (2) draft copies of the Preliminary Drainage Study
- Eight (8) copies of the Geometric Schematic layout with profiles (1 inch = 100 feet)
- One (1) copy of the Preliminary Cross-Sections in a roll plot format
- Eight (8) final copies of the Engineering Summary Report
- Six (6) final copies of the Preliminary Drainage Study
- Eight (8) copies of the Preliminary Construction Sequence Layouts
- Electronic files shall be furnished to the City on a CD or DVD Recordable media

Project Management and Administration: (TxDOT Function Code 145)

The ENGINEER shall:

- a. Provide timely invoices and Work Progress Reports/Project Schedules.
- b. Develop and maintain Project Budgets
- c. Attend progress meetings and project related meetings as directed by the City / State
- d. Coordinate and review the work produced to comply with State policies and procedures.
- e. Travel to the project to subjectively inspect features along and adjacent to the roadway
- f. Perform a QC/QA review of work for compliance with the State's practices, procedure, policies, stds, specs and design criteria.
- g. Prepare, distribute and file written and electronic correspondence
- h. Document Phone Calls
- i. Notify the City of its schedule, in advance, for all field activities.
- j. When specified, seek right of entry from public or private land owners to perform environmental services. Right of entry permission shall be obtained from each land owner.
- k. Notify the City as soon as practical, by phone and in writing, if performance of environmental services discloses the presence or likely presence of significant impacts (in accord with 40 Code of Federal Regulations (CFR) 1500-1508). Inform the City of the basis for concluding there are significant impacts and the basis for concluding that the impacts may require mitigation.
- l. Notify the City as soon as practical, by phone and in writing, if performance of environmental services results in identification of impacts or a level of controversy that may elevate the Transportation Activity's status from a categorical exclusion or environmental assessment, and the City will reassess the appropriate level of documentation.

Social, Economic and Environmental Studies and Public Involvement: (TxDOT FC120)

This scope assumes this project could be cleared as Categorical Exclusion projects. This assumption relies on a low likelihood of encountering potentially significant impacts associated with relocations, displacements, public controversy, NRHP impacts, parkland impacts/Section 4(f) or other contentious issues. If these assumptions prove to be incorrect, an Environmental Assessment would be prepared under a supplemental scope and budget.

1. Environmental Documentation.

Each environmental service provided by the Engineer shall have a deliverable. Deliverables shall summarize the methods used for the environmental services, and shall summarize the results achieved. The summary of results shall be sufficiently detailed to provide satisfactory basis for thorough review by the State, and (where applicable) agencies with regulatory oversight. All deliverables shall meet regulatory requirements for legal sufficiency.

a. Quality Assurance/Quality Control Review

For each deliverable, the Engineer shall perform quality assurance quality control (QA/QC) reviews of environmental documents and on other supporting environmental documentation to determine whether documents conform with:

- 1) Current guidance published by the State's Environmental Affairs Division and in effect as of the date of receipt of the documents or documentation to be reviewed;
- 2) Current state and federal laws, regulations, policies, guidance, and agreements between the State and other state or federal agencies; and

Upon request by the City, the Engineer shall provide documentation that the QA/QC reviews were performed by qualified staff.

- b. Deliverables shall contain all data acquired during the environmental service. All deliverables shall be written to be understood by the public and must be in accordance with the TxDOT On-Line Environmental Manual, current guidelines, policies and procedures.
- c. When the environmental service is to apply for a permit (e.g., United States Coast Guard (USCG) or United States Army Corps of Engineers (USACE), the permit and all supporting documentation shall be the deliverable.
- d. Submission of Deliverables
 - 1) Deliverables shall consist of reports of environmental services performed in addition to a Categorical Exclusion (CE) document, when applicable.
 - 2) The deliverables shall go through an internal quality review before being sent to the State.
 - 3) All deliverables must comply with all applicable state and federal environmental laws, regulations and procedures.
- e. The State shall provide the State's, and other agency comments on draft deliverables to the Engineer. The Engineer shall revise the deliverable:
 - 1) to include any State commitments, findings, agreements, or determinations (e.g., wetlands, endangered species consultation, Section 106, Section 4(f)) required for the Transportation

Activity as specified by the State;

- 2) to incorporate the results of public involvement and agency coordination;
- 3) to reflect mitigation measures resulting from comments received or changes in the Transportation Activity;
- 4) And include with the revised document a comment response form (matrix) in the format provided by the State.

2. Technical Reports

Definition of technical report for environmental services: a report detailing resource-specific studies identified during the process of gathering data to prepare an environmental document.

Technical reports shall be produced before an environmental document (CE) is prepared in order to identify issues early in the process. The State will determine which reports will be necessary. Technical reports must be provided to the State with sufficient detail and clarity to support environmental determination(s). The environmental document will reference the technical reports.

Environmental technical reports will include appropriate National Environmental Policy Act of 1969 (NEPA) or federal regulatory language in addition to the purpose and methodology used in delivering the service. Technical reports will include sufficient information to determine the significance of impacts. Examples of technical reports are listed below:

- Purpose and Need
- Water Quality/Wetlands
- Endangered Species Habitat Assessment/Biological Evaluation Form
- Historic Project Coordination Request
- Archeological Background Study and Survey Report
- Qualitative Air Quality/MSAT
- Noise
- Socioeconomics
- Public Meeting Summary
- Hazardous Materials Initial Site Assessment
- Indirect and Cumulative Impacts Analysis

Minimum Deliverables: (Additional deliverables to be identified, based on work assigned.)

- Draft Report
- Final Report

3. Categorical Exclusion (CE) Content and Format.

- a. The CE documentation shall meet the requirements of 23 CFR 771.117, and TAC, Title 43, Part 1, Chapter 2. The CE documentation content shall be in sufficient detail to meet regulatory requirements for legal sufficiency.
- b. Exhibits to be included in reports or CEs shall not exceed 11" by 17," and shall be in color. Text pages shall be 8.5" by 11". Exhibits and text shall be neat and reproducible via photocopying without loss of legibility. The CE documents shall be reproduced on plain white paper unless otherwise approved in advance in writing by the City. Submit to the City the number of copies specified of the CE. The review and final copies of the CE shall be delivered to the City on computer disk or via e-mail in a searchable PDF format compatible with the City's software. The Engineer shall consult with the City to identify electronic formats acceptable to the City. The City reserves the unlimited right to revise the electronic copy of the CE documentation. The City reserves the unlimited right to produce paper copies of the CE documentation:

Minimum Deliverables: (Additional deliverables to be identified, based on work assigned.)

- Draft CE documentation for District review
- Final CE documentation for District review

Additional documentation regarding resource-specific studies is provided below:

- a) Finalize EPIC sheet for incorporation into plans (and contractor bidding documents) to ensure that implementation occurs through proper execution of plans, specifications and estimates (PS&E) contract.
- b) Ensure that the EPIC sheet language is appropriate for contractor bidding documents and does not use NEPA language (this may require consultation with the Design Division or the Construction Division).

5. Historic Resource Identification, Evaluation and Documentation Services

The Engineer shall perform non-archeological historic-age resource studies related to compliance with Section 106 and Section 110 of the NHPA (36 CFR 800). Such studies include, but are not limited to non-archeological historic-age resource surveys, research and documentation efforts leading to historic context statements, nominations to the National Register of Historic Places (NRHP), Historic American Buildings Survey (HABS) and Historic American Engineering Record (HAER) documents, and other mitigation activities such as creating, managing or updating inventories of historic-age properties. Identification, evaluation and documentation tasks shall be

completed in accordance with the provisions of the Archeology and Preservation: Secretary of the Interior's Standards and Guidelines (48 FR Parts 44716 et seq. and requirements used by those of the National Park Service, and previously published in 36 CFR Part 61 (SOI Standards)).

The deliverables shall summarize the methods used for the historic resources studies, and shall summarize the results achieved. Each historic resources study shall have a deliverable. The summary of results shall be sufficiently detailed to provide satisfactory basis for thorough review by the State, FHWA, State Historic Preservation Office (SHPO), Texas Historical Commission (THC) and consulting parties. All deliverables shall be in sufficient detail to meet regulatory requirements for legal sufficiency. All deliverables shall be written to be understood by the public and must be in accordance with the TxDOT On-Line Environmental Manual and Attachment C to this contract.

Historic resource studies shall be performed and documented at sufficient levels to satisfy THC requirements for determining the presence of and documenting historically significant properties in the project Area of Potential Effects (APE) in accordance with 36 CFR 60 and 43 TAC, Part I, Chapter 2 and be State SOU compliant. All reports shall include the names and tasks performed of all technical experts associated with the project. Performance of non-archeological historic-age resource studies shall include the following tasks as specified in a work authorization. Deliverables shall be transmitted to the State in electronic and paper formats and meet the requirements set for in the State's SOUs.

6. Reconnaissance Survey for Historic Resources

Reconnaissance Survey for Non-Archeological Historic-Age Resources

- a. In consultation with the State, the Engineer shall determine the APE and the study limits of the survey area, conduct a literature review appropriate to the project area and its historic-age resources, and prepare a research design for a reconnaissance survey for non-archeological historic-age resources. The research design shall provide a succinct summary of the literature review results including known historic resources and results of public involvement tasks, clear descriptions of identification, evaluation and documentation tasks required, and associated budget figures and production schedules. The Engineer shall submit an electronic format copy of the research design to the State. The State assumes responsibility for transmitting the research design to the THC, as applicable under the PA-TU, and transmitting THC comments to the Technical Expert. The Engineer shall revise the research design to reflect comments by the State and THC. The research design shall be revised pursuant to the State's errors and

omissions policy.

- b. The Engineer shall conduct a reconnaissance survey conforming to the methodology outlined in the THC-approved research design. The reconnaissance survey shall not be implemented without prior approval of the research design by the State and THC. In addition prior to reconnaissance survey, the technical expert shall ensure that efforts have been made by the appropriate project officials to obtain right-of-entry (ROE) to properties in the study area that have the potential for historic properties if applicable. Each historic-age resource (defined in accordance with 36 CFR 60 as a building, structure, object, historic district or non-archeological site at least 50 years old at the time of letting) in the APE shall be documented in the following manner.
- c. The Engineer shall provide photographic documentation for each historic-age resource sufficient in number and perspective to satisfy THC documentation requirements, except under circumstances beyond the Engineer's control. At a minimum this shall include an oblique view with the primary façade and the subject filling the frame. Properties listed or preliminarily determined eligible for the NRHP shall require additional photographs to be taken, including photographs that show the relationship between the historic resource and the proposed project area. Properties with more than one historic-age resource shall also require additional photographs.
- d. The Engineer shall produce an inventory of all resources, provided in a table form that details their project ID numbers, locations and addresses, property type and subtype classifications, stylistic influences, construction dates, integrity issues and preliminary eligibility recommendations.
- e. The Engineer shall provide a technical report detailing the results of the reconnaissance survey. In the report the Engineer shall describe the findings of the reconnaissance survey, including preliminary assessments of direct, indirect and cumulative effects on historic properties, and make recommendations to the State for the need, if any, to conduct intensive survey efforts. The technical report shall have sufficient detail and clarity to provide THC with a basis for making determinations of NRHP eligibility without requiring submission of additional documentation or shall have sufficient detail and clarity to make recommendations concerning the scope of the intensive survey. The technical report should include an outline of the purpose and methodology of the project, a summary of the background history of project area, presenting historic contexts relevant to the time period associated with the historic-age resources in which to evaluate significance of resources for NRHP eligibility, and observations

on patterns of settlement, development trends, resource distribution and analysis of survey data. All appropriate NEPA or federal regulatory language shall be included to provide sufficient clarity concerning eligibility determinations. At a minimum, it shall include the following information:

- 1) A brief overview of the results of the reconnaissance survey, including an inventory of historic- age resources requiring no additional survey efforts in order to finalize determinations of NRHP eligibility in accordance with 36 CFR 60.
- 2) A separate inventory of historic-age resources requiring additional intensive survey efforts in order to finalize determinations of NRHP eligibility in accordance with 36 CFR 60.
- 3) Maps shall be based on aerial photographs. The APE and current and proposed ROW shall be clearly indicated on the map. When possible, the maps shall show delineated parcels that are in the study area. Maps shall show the location of each historic-age resource labeled with its appropriate project ID number, running as consecutively as possible from the top left hand corner to the bottom right hand corner of the map. Outbuildings and landscape features shall be reported as subsets of the main project ID number for a property, for example, a garage associated with Site No. 100 could be labeled Site No. 100a. If an eligible or potentially eligible historic property has multiple resources, the map will have an inset aerial of the site with the labeled resources on the overall map to give the reviewer a site plan. Major street names and other directional landmarks shall be clearly indicated on maps.
- 4) Proposed changes to the research design arising from the results of the reconnaissance survey, including contextual issues, comparative property information needs, data gaps and other items necessary to finalize the evaluation and documentation phases of the project in accordance with the SOI Standards.
- 5) The Engineer shall revise the technical report to address comments by the State and the THC in accord with the State's errors and omissions policy. The Engineer shall submit a hard copy and an electronic format copy of the technical report to the State. The State shall assume responsibility for transmitting the technical report to the THC and the transmitting THC comments to the Engineer.
- 6) When specified in a work authorization or supplemental agreement, the Engineer shall conduct tasks associated with public involvement as part of the reconnaissance survey conforming to the methodology outlined in the ENV-approved research design.
- 7) The Engineer shall contact interested parties when applicable to determine local

knowledge of historic resources in the project area. Interested parties include but are not limited to CLG, HPO, CHC, HBF, and other consulting parties.

7. Archeological Background Studies

- a. The consultant will conduct an Archeological Background Study which shall conform to current SOU for Background Studies, available from the State.
- b. The Engineer shall undertake the following activities and demonstrate that these activities occurred by providing supporting data to the City.
 - 1) Review site files at the Texas Archeological Research Laboratory (TARL) and THC to determine whether previously recorded archeological sites are present in the area to be documented. Review of the Texas Archeological Sites Atlas shall be used for THC file review unless otherwise approved by the State.
 - 2) If sites are present, consult relevant site forms and archeological reports to determine the characteristics of the sites.
 - 3) Produce a clearly reproducible map, based on the United States Geological Survey (USGS) 7.5' topographic maps, indicating areas where recorded archeological sites are present.
 - 4) Review Natural Resource Conservation Service (NRCS) soil maps, Bureau of Economic Geology (BEG) geological maps, historic maps, aerial photographs, planning documents, and USGS topographic maps to determine the general characteristics of the study area with respect to the identification of areas where preservation of archeological historic properties and SALs is likely and unlikely.
- c. Background studies comprise a review of existing data, including – but not limited to – the Texas Archeological Sites Atlas, geologic maps, soil maps, aerial photographs, and historic maps. Based on this review, the Technical Expert shall identify areas that require field investigation to evaluate the project's effects on archeological resources and areas in which the proposed project would have no effect on archeological resources. The Background Study shall be produced by a professional archeologist as defined in 13 TAC 26.5(52)(B).

8. Archeological Surveys—not anticipated

9. Traffic Noise Studies

The Engineer shall:

- a. Perform a traffic noise analysis in accordance with the current version of the State's (FHWA approved) "Guidelines for Analysis and Abatement of Roadway Traffic Noise." Noise analyses

shall be performed for all alternatives.

- b. The State will provide a copy of the current version of the guidelines. Upon request, the State shall provide the Technical Expert with existing and predicted (future) traffic data and, when available, aerial photography.
- c. By project location site visit, identify adjacent, land use development and photo document representative receivers that might be impacted by highway traffic noise and may benefit from feasible and reasonable noise abatement.
- d. Determine existing and predicted noise levels for representative receivers, as follows:
 - 1) For transportation activities on new location, take field measurements of existing noise levels. Field measurements shall be accomplished with sound meters that meet or exceed American National Standards Institute (ANSI) S1.4-1983, Type 2.
 - 2) For transportation activities not on new location, perform computer modeling of existing noise levels and predicted (future) noise levels.
 - 3) Computer modeling shall be accomplished with the latest FHWA approved Traffic Noise Model (TNM) software program which must be purchased at the Technical Expert's expense from the software distributor.
- e. Identify impacted receivers in accordance with the absolute and relative impact criteria.
- f. Consider and evaluate all required noise abatement measures for impacted receivers in accordance with the feasible and reasonable criteria.
- g. Propose noise abatement measures that are both feasible and reasonable.
- h. Determine predicted (future) noise impact contours for transportation activities where there is adjacent undeveloped property where residential or commercial development is likely to occur in the near future.

10. Determining Impacts to Waters of the United States, including Wetlands

- a. The Engineer shall identify all waters within the boundaries of the project area.
- b. The Engineer shall make a preliminary determination of USACE jurisdiction. Restrict the level of effort to identification without formal delineation
- c. The Engineer shall delineate waters of the United States, including wetlands.
 - 1) Provide documentation which shall include all field work and compilation of field documentation for wetland delineations. Wetland delineations shall be performed in accordance with the current USACE Wetlands Delineation Manual (Technical Report Y-87-1) and, if appropriate, the Great Plains, Arid West, or Atlantic and Gulf Coastal Plain Supplement to Technical Report Y-87-1.

- 2) Stake wetland boundaries in the field.
 - 3) Map the boundaries of the waters of the United States with the global positioning system per guidance from the USACE-Galveston.
- d. When the environmental service is to apply for a permit, the permit and supporting documentation shall be the report and deliverable.
 - e. Draft and Final Deliverable.
 - 1) The Engineer shall produce a draft and final report of wetland determinations and delineations. The draft report will be submitted to the State for review and approval by the State and USACE. In the final report, address State and USACE comments from the draft report. The revised final report shall be delivered to the State within 30 days of receipt of comments from the State or USACE.

11. USACE Permits

- a. Section 10 of the Rivers and Harbors Act (33 USC 403). The Engineer shall determine whether the Transportation Activity requires a Section 10 permit and upon approval by the State, prepare and submit permit applications to USACE and obtain the permits.
- b. Section 404 of the Clean Water Act (33 USC 1344). The Engineer shall determine whether the Transportation Activity requires a Section 404 permit (Nationwide Permit (NWP assumed)) and upon approval by the State, prepare and submit permit applications (Pre-Construction Notification (PCN)) to USACE and obtain the permits. PCNs will be prepared in accordance with current USACE policies and regulations.
- c. The Engineer shall provide the State with documentation (including all original correspondence) of consultation with USACE and TCEQ.
- d. The Engineer shall keep the State informed during the permit coordination process.

12. Initial Assessment of Hazardous Materials Impacts

The Engineer shall:

- a. Perform a hazardous material Initial Site Assessment (ISA) for potential hazardous materials impacts. The ISA shall determine the potential for encountering hazardous materials in the study area, including possible environmental liability, increased handling requirements (e.g. soil or groundwater), and potential construction worker health and safety issues.
- b. The performance of the hazardous materials ISA will be sufficient to satisfy the State's current Standards of Uniformity (SOU) for Hazardous Materials Initial Site Assessments, available from the State.

- c. Determine the appropriate project-specific level of inquiry for the ISA. Consider preliminary project design and right-of-way requirements, including project excavation requirements, anticipated right of way acquisition, and the demolition or modification of structures.
- d. Produce and submit to the State a completed ISA using the State's ISA SOU format.
- e. The Engineer's completed ISA shall include, when applicable, full copies of list search reports, including maps depicting locations, copies of agency file information, photographs, recommendations, and any other supporting information gathered by the Engineer to complete the ISA.
- f. Based on the ISA information, the Engineer shall provide the State a report discussing the known or potential hazardous materials impacts suitable for inclusion in the environmental document. The report of hazardous materials impacts shall include, when applicable:
 - 1) A concise summary of relevant information gathered during the ISA, including sufficient information to show that the study area for the Transportation Activity was adequately investigated for known or potential hazardous material contamination.
 - 2) A concise description of the scope of the hazardous materials ISA, disclosure of any limitations of the assessment, and a statement indicating who performed the assessment.
 - 3) A concise summary of the findings of the assessment for each alternative considered, along with an opinion of the potential of an identified site to impact the project during construction.
 - 4) A discussion of any commitments recommended for performing further investigation of suspect areas, and justification for postponement of further investigation.
 - 5) A summary of efforts to be employed by the State to avoid or minimize involvement with known or suspected hazardous material contamination sites during construction, and justification for not avoiding contaminated sites within the preferred alternative or corridor alignment.
 - 6) Disclosure of known or suspected hazardous material contamination that is anticipated to be encountered during construction.
 - 7) A discussion of any required or recommended special considerations, contingencies or provisions to handle known or suspected hazardous material contamination during right-of-way negotiation and acquisition, property management, design and construction.
 - 8) A summary of any early coordination or consultation conducted with the regulatory agencies, local entities or property owners.
 - 9) A discussion of any further hazardous materials related coordination with, and approvals or

permits required from, the regulatory agencies or other entities.

g. Should the findings of the ISA conclude that additional investigation, special considerations, or other commitments from the State are required during future stages of project development, the Engineer shall review those findings and commitments with the State prior to completing the hazardous materials discussion for the environmental document.

13. Public Involvement (23 CFR 771.111)

The Engineer shall:

- a. Perform public involvement activities in accordance with TAC, Title 43, Part 1, Chapter 2 and 36 CFR 800.2.
- b. Compile, maintain and update a mailing list of people, agencies and organizations interested in the Transportation Activity and document meetings with affected property owners.
- c. Make all arrangements for public meetings and hearings, including the site of the meetings, mailing and publishing notices, preparation of exhibits, provision for taping or transcription of proceedings, and any other arrangements as directed by the State. The Technical Expert shall not hold public meetings or hearings in the absence of State personnel.
- d. Submit all legal notices to the State for review no less than two weeks prior to publication.
- e. Arrange a meeting with the State to review all exhibits and other materials to be used prior to public meetings or hearings.
- f. Obtain the State's approval for all legal notices, exhibits, and other materials.
- g. Provide personnel to staff meetings and hearings, including people to perform registration, make presentations, and answer questions. Staffing levels of personnel to be provided shall be identified.
- h. Develop and submit to the State a written summary of the public meeting including when the meeting was conducted, where the meeting was held and who was in attendance. The summary shall also include the comments received and responses to comments, as well as modifications, if any, to the project resulting from comments received. Summary of public involvement shall be included in the environmental document.
- i. Develop and submit to the State a comment and response report, summary and analysis, required certification, verbatim public hearing transcript and other information necessary to evaluate and disseminate information from public hearings. The comment and response report, summary and analysis, and other information shall be sufficiently detailed to provide a full administrative record of questions asked, issues and concerns raised, and responses given

during the hearing. The comment and response report, summary and analysis, or other information shall be sufficiently detailed to provide a basis for incorporating all information gathered at public hearings into the environmental document. The final public hearing documentation submitted to the State shall include: Summary and Analysis; Comment and Response Report (including copies of all written comments received and response letters); verbatim transcript and certification signed by the District Engineer.

- j. Develop and send acknowledgement letters and response letters to commenters at public meetings or hearings. The Technical Expert shall not distribute acknowledgement or response letters without prior approval by the State.

14. Section 4(f) Evaluations.—assumed not required

15. Section 6(f) Evaluation—assumed not required

16. Reference Documents

The Engineer shall adhere to the content of the following reference documents in the development of the assigned documentation:

- a. Guidance for CEs
- b. The TxDOT On-Line Environmental Manual

General Standards for Surveying

All surveys shall meet or exceed the standards set in the Professional Land Surveying Practices Act, the General Rules of Procedures and Practices promulgated by the Texas Board of Professional Land Surveying (TBPLS), and the Texas Department of Transportation (TxDOT) TxDOT Survey Manual, latest edition, and shall be accomplished in an organized and professional manner, subject to the approval of the State.

The North American Datum of 1983 (NAD83), Texas Coordinate System of 1983 (State Plane Coordinates), applicable to the zone or zones in which the work is performed, with values in U.S. Survey Feet, will be used as the basis for all horizontal coordinates derived, unless otherwise directed by the State. The datum adjustment currently in use by the State shall be utilized unless otherwise specified by the State.

Project or surface coordinates will be calculated by applying a Combined Adjustment Factor

(CAF) to State Plane Coordinate values. The value utilized for a project may be directed by the State to: a) match existing or ongoing projects, b) conform to a county-wide surface adjustment factor, or c) be calculated specifically for the project area.

Elevations will be based on the North American Vertical Datum 88 (NAVD88), unless otherwise specified by the State.

All GPS work, whether primary control surveys or other, shall meet or exceed the current Federal Geodetic Control Subcommittee's (FGCS) Geometric Geodetic Accuracy Standards and Specifications for Using GPS Relative Positioning Techniques and the TxDOT Survey Manual, latest edition, to the order of accuracy specified in the categories listed below or in a work authorization. If the order of accuracy is not specified in this contract or in a work authorization, the work shall meet or exceed the order of accuracy specified in the publications listed in this paragraph.

All conventional horizontal and vertical control surveys shall meet or exceed the current FGCS Standards and Specifications for Geodetic Control Networks, the TxDOT Survey Manual, latest edition, and the Texas Society of Professional Surveyors (TSPS) Manual of Practice for Land Surveying in the State of Texas, latest edition, to the order of accuracy specified, and in the categories listed below or in a work authorization. If the order of accuracy is not specified in this contract or in a work authorization, the work shall meet or exceed the order of accuracy specified in the publications listed in this paragraph.

In order to ensure accuracy and accountability of the services provided under this contract, the Surveyor may be required to certify work performed under this contract as true and correct according to FGCS standards, the TxDOT Survey Manual, latest edition, or the TSPS Manual of Practice for Land Surveying in the State of Texas, as may be applicable.

The Surveyor shall provide temporary signing and traffic control in and around survey operations; signing and traffic control will comply with provisions of the Texas Manual of Uniform Traffic Control Devices. All signs, flags and safety equipment shall be provided by the Surveyor. As specified, the Public Information Office in the District Headquarters shall be notified 24 hours in advance of any lane closures.

The Surveyor shall provide all personnel, equipment, and materials necessary for the performance of the activities required by this agreement or by any work authorization.

Survey Data (original and processed) shall be provided to the State on a compact disk or other

approved medium and shall be fully compatible with the State's computer system and with programs in use by the State at the time of the submission, without further modification or conversion. The current program formats used by the State are: *Microsoft® Office Word 2010* for word processing, *MicroStation® V8i* and *GEOPAK Survey* for graphics applications. Data collection programs must be compatible with the current import formats allowed by *GEOPAK Survey* and be attributed with current Feature Codes. These programs may be replaced at the discretion of the State.

Variations from these software applications or other requirements listed above shall only be allowed if requested in writing by the Surveyor and approved by the State.

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

The Standards for services that are not boundary-related but that relate to surveying for engineering projects may be determined by the construction specifications, design specifications, or as specified by the State.

Specific Work To Be Performed

Surveying services provided will be for this project to supplement TxDOT provided surveying and mapping information required to complete the preliminary engineering portion of this contract.

Surveying Services to be Provided:

A. **Right-of-Way Mapping: TxDOT Function Code 130 (To Be Performed with Future Contract)**

B. **Design Surveys and Construction Surveys: Function Code 150**

This includes performance of surveys associated with the gathering of survey data for topography, cross-sections, and other related work in order to design a project, or during layout and staking of projects for construction.

1. Purpose

The purpose of a design survey is to provide field data in support of transportation systems design. The purpose of a construction survey is to provide field data in support of highway construction.

2. Definitions

A design survey is defined as the combined performance of research, field work, analysis, computation, and documentation necessary to provide detailed topographic (3- dimensional) mapping of a project site. A design survey may include, but need not be limited to locating existing right-of-way, cross-sections or data to create cross-sections and Digital Terrain Models (DTM), horizontal and vertical location of utilities and improvements, detailing of bridges and other structures, review of right-of-way maps, and other establishing control points.

A construction survey is defined as the combined performance of reconnaissance, field work, analysis, computation, and documentation necessary to provide the horizontal and vertical position of specific ground points to be used by the construction contractor for determining lines and grades.

3. Tasks to be Completed

3.1. Design Surveys

The surveys will include, but are not limited to the following:

The Surveyor shall:

- 3.1.1. Obtain or collect data to complete cross-sections and digital terrain models.
- 3.1.2. Locate existing utilities.
- 3.1.3. Locate topographical features and existing improvements not already picked up by TxDOT aerial flight and mapping.
- 3.1.4. Provide details of existing drainage features, such as culverts and manholes.
- 3.1.5. Locate wetlands.
- 3.1.6. Establish additional and verify existing control points. Horizontal and Vertical control ties should be made and tabulated, to other control points in the vicinity, which were established by other sources such as, the National Geodetic Survey (NGS), and the Federal Emergency Management Agency (FEMA), and as directed by the City.
- 3.1.7. Locate existing right-of-ways.

- 3.1.8. Review right-of-way maps.
- 3.1.9. Perform hydrographic surveys.
- 3.1.10. Update existing control data and prepare survey control data sheets, as directed by the City for inclusion into a construction plan set.

The Surveyors shall also prepare a *Survey Control Index Sheet* and a *Horizontal and Vertical Control Sheet*, signed, sealed and dated by the professional engineer in direct responsible charge of the surveying and the responsible RPLS for insertion into the plan set. The *Survey Control Index Sheet* shows an overall view of the project control and the relationship or primary monumentation and control used in the preparation of the project; whereas, the *Horizontal and Vertical Control sheet* identifies the primary survey control and the survey control monumentation used in the preparation of the project. Both the *Survey Control Index Sheet* and the *Horizontal and Vertical Control Sheet* should be used in conjunction with each other.

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

- Overall view of the project and primary control monuments set for control of the project
- Identification of the control points
- Baseline or centerline
- Graphic (Bar) Scale
- North Arrow
- Placement of note "*The survey control information has been accepted and incorporated into this PS&E*" which will be signed, sealed and dated by a Texas Professional Engineer employed by the State
- RPLS signature, seal, and date
- TxDOT title block containing District Name, County, Highway, and CSJ

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

- Location for each control point, showing baseline or centerline alignment and North arrow.
- Station and offset (with respect to the baseline or centerline alignments) of each identified control point.

- Basis of Datum for horizontal control (base control monument/benchmark name, number, datum).
- Basis of Datum for the vertical control (base control monument, benchmark name, number, datum).
- Date of current adjustment of the datum.
- Monumentation set for Control (Description, District name/number and Location ties).
- Surface Adjustment Factor and unit of measurement.
- Coordinates (State Plan Coordinates [SPC] Zone and surface or grid).
- Relevant metadata.
- Graphic (Bar) Scale.
- Placement of note "*The survey control information has been accepted and incorporated into this PS&E*" which will be signed, sealed and dated by a Texas Professional Engineer employed by the State.
- RPLS signature, seal and date.
- TxDOT title block containing District Name, County, Highway, and CSJ.

4. Technical Requirements

- 4.1. Design surveys and construction surveys shall be performed under the supervision of a RPLS currently registered with the TBPLS.
- 4.2. Horizontal ground control used for design surveys and construction surveys, furnished to the Surveyor by the State or based on acceptable methods conducted by the Surveyor, shall meet the standards of accuracy required by the City. Reference may be made to standards of accuracy for horizontal control traverses, as described in the FGCS Standards and Specifications for Geodetic Control Networks, latest edition, the TxDOT Survey Manual, latest edition, or the TSPS Manual of Practice for Land Surveying in the State of Texas, as may be applicable.
- 4.3. Vertical ground control used for design surveys and construction surveys, furnished to the Surveyor by the State or based on acceptable methods conducted by the Surveyor, shall meet the standards of accuracy required by the State. Reference may be made to standards of accuracy for vertical control traverses, as described in the FGCS Standards and Specifications for Geodetic Control Networks, latest edition, the TxDOT Survey Manual, latest

edition, or the TSPS Manual of Practice for Land Surveying in the State of Texas, as may be applicable.

- 4.4. Side shots or short traverse procedures used to determine horizontal and vertical locations shall meet the following criteria:
 - 4.4.1. Side shots or short traverses shall begin and end on horizontal and vertical ground control as described above.
 - 4.4.2. Standards, procedures, and equipment (may be GPS Equipment, LiDAR, or Total Stations) used shall be such that horizontal locations relative to the control may be reported within the following limits:
 - a. Bridges and other roadway structures: less than 0.1 of one foot.
 - b. Utilities and improvements: less than 0.2 of one foot.
 - c. Cross-sections and profiles: less than 1 foot.
 - d. Bore holes: less than 3 feet.
 - 4.4.3. Standards, procedures, and equipment (may be GPS Equipment, LiDAR, or Total Stations) used shall be such that vertical locations relative to the control may be reported within the following limits:
 - a. Bridges and other roadway structures: less than 0.02 of one foot.
 - b. Utilities and improvements: less than 0.1 of one foot.
 - c. Cross-sections and profiles: less than 0.2 of one foot.
 - d. Bore holes: less than 0.5 of one foot.

5. Deliverables

The deliverables to be specified in individual work authorizations for design surveys and construction surveys may be any combination of the following:

- 5.1. Digital Terrain Models (DTM) and the Triangular Irregular Network (TIN) files in a format acceptable by the State.
- 5.2. Maps, plans, or sketches prepared by the Surveyor showing the results of field surveys.
- 5.3. Computer printouts or other tabulations summarizing the results of field surveys.
- 5.4. Digital files or media acceptable by the State containing field survey data.
- 5.5. Maps, plats, plans, sketches, or other documents acquired from utility companies, private corporations, or other public agencies, the contents of which are relevant to the survey.

- 5.6. Field survey notes, as electronic and hard copies.
- 5.7. An 8 ½ inch by 11 inch survey control data sheet for each control point which shall include, but need not be limited to, a location sketch, a physical description of the point including a minimum of two reference ties, surface coordinates, a surface adjustment factor, elevation, and the horizontal and vertical datums used.
- 5.8. A digital and hard copy of all computer printouts of horizontal and vertical conventional traverses, GPS analysis and results, and survey control data sheets.
- 5.9. Survey reports in a format requested by the State.

6. Automation Requirements

- 6.1. Planimetric design files (DGN) shall be fully compatible with the State's *MicroStation® V8i* graphics program without further modification or conversion.
- 6.2. Electronically collected and processed field survey data files shall be fully compatible with the State's computer systems without further modification or conversion. All files shall incorporate only those feature codes currently being used by the State.
- 6.3. DTM shall be fully compatible with the State's *GEOPAK* system without further modification or conversion. All DTM fully edited and rectified to provide a complete digital terrain model with all necessary breaklines.

C. **Aerial Mapping: TxDOT Function Code 150 (Not Anticipated for the Contract)**

D. **Horizontal and Vertical Control for Aerial Mapping: TxDOT Function Code 150 (Not Anticipated for this Contract)**

E. **Additional Requirements**

1. Accuracy Requirements

All standards, procedures and equipment used by the Surveyor shall be such that the results of the survey will be in compliance with Board Rule 663.15 as promulgated by the TBPLS.

2. Adherence to Schedule

If at any time during the contract period the Surveyor determines that he will be unable to meet a scheduled submission date, he shall notify the State in writing immediately. This notification shall consist of an explanation as to the reason(s) for the delay and a revised submission schedule, which shall to the extent possible, incorporate a plan to recover days lost as a result of subject delay.

If at any time during the contract period the Surveyor encounters unforeseen circumstances which may materially affect the scope, complexity or character of the work authorized by the State, the Surveyor shall notify the State in writing immediately with a complete description of the circumstances encountered.

3. Transmittal

All documents submitted to the State shall be accompanied by a letter of transmittal which shall include, but need not be limited to, the highway number, project limits, county, CSJ, contract number, work authorization number and an inventory of attachments.

4. Right-of-Entry

It shall be the responsibility of the Surveyor to secure permission to enter private property for purposes of survey. **It is the stated policy of the State to make every effort to maintain positive relations with the general public.** In pursuance of that policy, the Surveyor shall not commit acts which will result in damages to private property and the Surveyor will make every effort to comply with the wishes and address the concerns of private property owners.

Utility Engineering Investigation (S.U.E.): TxDOT Function Code 163

Subsurface Utility Engineering (SUE) includes utility investigations subsurface and above ground prepared in accordance with AASHTO standards [ASCE C-1 38-02

(<http://www.fhwa.dot.gov/programadmin/asce.cfm>)] and Utility Quality Levels as follows.

1. Utility Quality Levels are defined in cumulative order (least to greatest) as follows:

- Quality Level D - Existing Records: Utilities are plotted from review of available existing records.
- Quality Level C - Surface Visible Feature Survey: Quality level "D" information from existing records is correlated with surveyed surface-visible features. Includes Quality

Level D information. If there are variances in the designated work area of Level D, a new schematic or plan layout will be necessary to identify the limits of the proposed project and the limits of the work area required for the work authorization; including highway stations, limits within existing or proposed right of way, additional areas outside the proposed right of way, and distances or areas to be included along existing intersecting roadways.

- Quality Level B - Designate: Two-dimensional horizontal mapping. This information is obtained through the application and interpretation of appropriate non-destructive surface geophysical methods. Utility indications are referenced to established survey control. Incorporates quality levels C and D information to produce Quality Level B. If there are variances in the designated work area of Level D, a new schematic or plan layout will be necessary to identify the limits of the proposed project and the limits of the work area required for the work authorization; including highway stations, limits within existing or proposed right of way, additional areas outside the proposed right of way, and distances or areas to be included along existing intersecting roadways.
- Quality Level A - Locate (Test Hole): Three-dimensional mapping and other characterization data. This information is obtained through exposing utility facilities through test holes and measuring and recording (to appropriate survey control) utility/environment data. Incorporates quality levels B, C and D information to produce Quality Level A.

2. Designate (Quality Level B), Designate means to indicate the horizontal location of underground utilities by the application and interpretation of appropriate non-destructive surface geophysical techniques and reference to established survey control. Designate (Quality Level B) Services are inclusive of Quality levels C and D.

The Engineer shall:

- As requested by the State compile "As Built" information from plans, plats and other location data as provided by the utility owners.
- Coordinate with utility owner when utility owner's policy is to designate their own facilities at no cost for preliminary survey purposes. The Engineer shall examine utility owner's work to ensure accuracy and completeness.
- Designate, record, and mark the horizontal location of the existing utility facilities and

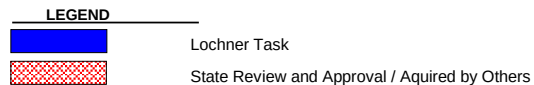
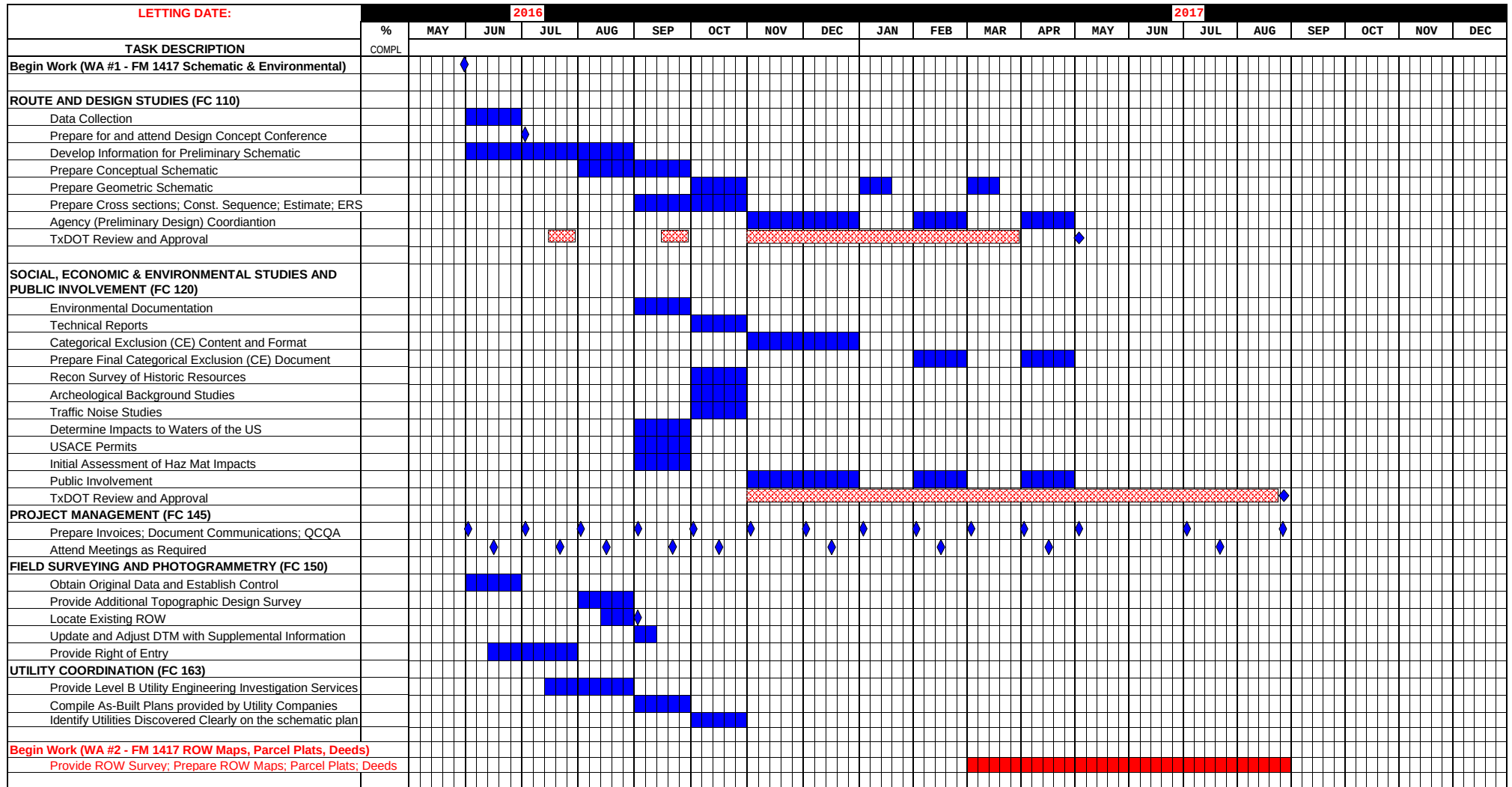
their service laterals to existing buildings using non-destructive surface geophysical techniques. No storm sewer facilities are to be designated unless authorized by the State. A non-water base paint, utilizing the APWA color code scheme, must be used on all surface markings of underground utilities.

- Correlate utility owner records with designating data and resolve discrepancies using professional judgment. A color-coded composite utility facility plan with utility owner names, quality levels, line sizes and subsurface utility locate (test hole) locations, shall be prepared and delivered to the State. It is understood by both the Engineer and the State that the line sizes of designated utility facilities detailed on the deliverable are from the best available records and that an actual line size is normally determined from a test hole vacuum excavation. A note must be placed on the designate deliverable only that states "lines sizes are from best available records". All above ground appurtenance locations must be included in the deliverable to the State. This information shall be provided in the latest version of Micro Station or Geopak used by the State. The electronic file will be delivered on CD or DVD, as required by the State. A hard copy is required and must be signed, sealed, and dated by the Engineer. When requested by the State, the designated utility information must be over laid on the State's design plans.
- Determine and inform the State of the approximate utility depths at critical locations as determined by the State. This depth indication is understood by both the Engineer and the State to be approximate only and is not intended to be used preparing the right of way and construction plans.
- Provide a monthly summary of work completed and in process with adequate detail to verify compliance with agreed work schedule.
- Close-out permits as required.
- Clearly identify all utilities that were discovered from quality levels C and D investigation, but cannot be depicted in quality level B standards. These utilities must have a unique line style and symbology in the designate (Quality Level B) deliverable.
- Comply with all applicable State policy and procedural manuals.

3. Subsurface Utility Locate (Test Hole) Service (Quality Level A) (Not Anticipated for this Contract. If higher level S.U.E. Investigations are needed, this can be included in a subsequent contract.

FM 1417 - From Washington St.
To just South of US 82

**WA #1 - Schematic and Environmental Approval
(Schedule of Engineering Services to be Provided)**



Overall Contract Summary

FIRM	ROLE	TOTAL FOR DESIGN	TOTAL FOR ODE	CONTRACT TOTAL	PERCENT OF TOTAL CONTRACT	DBE PERCENTAGE
Provider 1 H. W. Lochner, Inc.	Project Management, Preliminary Engineering, and Schematic Development	\$213,500.00	\$6,177.50	\$219,677.50	58.41%	
Provider 2 H. W. Lochner, Inc.(Surveying Tasks)	Design Surveying and Utility Coordination Services	\$53,492.00	\$29,072.00	\$82,564.00	21.95%	
Sub Provider - Cox McLain Environmental Consulting, Inc.	Environmental Documentation	\$71,558.00	\$2,318.00	\$73,876.00	19.64%	19.64%
Total Contract Cost		\$ 338,550.00	\$ 37,567.50	\$ 376,117.50	100.00%	19.64%
		Note: Total adjusted for rounding				

Construction Costs = 2 Miles X \$3,500,000/Mile = \$7,000,000.00
Preliminary Engineering Cost = \$ 376,117.50
Preliminary Engineering Cost as a Percentage of Construction Cost = 5.37%

PRIME PROVIDER: H.W. Lochner, Inc.

TASK DESCRIPTION	PRINCIPAL	PROJECT MANAGER	PROJECT ENGR	DESIGN ENGR	EIT	SENIOR ENGR TECH	ENGR TECH	JUNIOR ENGR TECH	ADMIN/ CLERICAL	TASK TOTALS	TOTAL LABOR HRS. & COSTS
CONTRACT RATE PER HOUR	\$210.00	\$190.00	\$150.00	\$125.00	\$90.00	\$110.00	\$80.00	\$65.00	\$60.00		
ROUTE AND DESIGN STUDIES (Function Code 110)											
Provide Data Collection											
a. Obtain available Corridor Major Investment Studies			4							\$600.00	4
b. Obtain design data from record drwgs of exist and prop facilities			4			16				\$2,360.00	20
c. Obtain/request exist and future design yr traffic data from State			4							\$600.00	4
d. Obtain roadway inventory information, including the number of lanes, speed limits, pvmnt and brdg widths and ROW widths		4	4							\$1,360.00	8
e. Obtain aerial photos, planimetric mapping, and DTM from State			4			8				\$1,480.00	12
f. Obtain environmental data			2							\$300.00	2
g. Review and include previously prepared drainage studies			4		4					\$960.00	8
h. Obtain adopted land use maps and plans as available			2							\$300.00	2
i. Obtain FEMA Flood Boundary Maps			4		4					\$960.00	8
j. Obtain public and private utility information			4							\$600.00	4
Attend Preliminary Design Conference											
Prep./submit a preliminary Design Summary Report (DSR) to State			8		16					\$2,640.00	24
Attend an initial Kick-Off Meeting		8	8							\$2,720.00	16
Prepare meeting notes and distribute			2						2	\$420.00	4
Develop Information for Preliminary Schematic Development											
a. Prepare ROW/Property Base Map				4		4				\$940.00	8
b. Prepare Utility Base Map				4		4				\$940.00	8
c. Prepare Typical Sections (Existing and Proposed)				4		8				\$1,380.00	12
d. Prepare Environmental Constraints				2		2				\$470.00	4
e. Identify Drainage and conduct Preliminary Drainage Studies				8	24					\$3,160.00	32
f. Prepare drainage report				24	40					\$6,600.00	64
g. Determine and show ROW Requirements				4		20				\$2,700.00	24
h. Determine Construction Sequence				8		20				\$3,200.00	28
i. Include necessary Design Exceptions				2	2					\$430.00	4
j. Include Bicycle and Pedestrian Accommodations				4		20				\$2,700.00	24
Prepare Conceptual Schematic - schematics to include:											
a. Develop mainlane roadway alignment				8		20				\$3,200.00	28
b. Determine and draw pvmnt edges, face of curbs and shldr lines				8		20				\$3,200.00	28
c. Prepare typical sections of existing and proposed roadways				8		20				\$3,200.00	28
d. Detail and include proposed structure locations					8		16			\$2,000.00	24
e. Determine preliminary ROW requirements				8		20				\$3,200.00	28
f. Show direction of traffic flow and number of lanes on rdwys					4		8			\$1,000.00	12
g. Draw in existing and projected traffic volumes					4		4			\$680.00	8
Prepare Geometric Schematics - To include:											
a. Prepare Geopak calc rdwy alignments (mainlanes/X-streets)				8		20				\$3,200.00	28
b. Prep pvmnt edges, curb lines, sdwlks for rdwy improvements				8		20				\$3,200.00	28
c. Develop typical sections of existing and proposed roadways				8		24				\$3,640.00	32
d. Develop proposed structure locations and bridge layouts					8		24			\$2,640.00	32
e. Show existing and proposed major utilities					16		16			\$2,720.00	32
f. Draw exist prop lines and respective prop ownership info				4		16				\$2,260.00	20
g. Draw in ROW requirements adequate to prep ROW maps				4		16				\$2,260.00	20
h. Show exist/projected traffic volumes (if available from TxDOT)					4		4			\$680.00	8
i. Draw in/adjust lane lanes, shlder lines, and traffic flow arrows					4		8			\$1,000.00	12
j. Calc and draw in profile grade and with vertical curve data				20		60				\$9,100.00	80
k. Draw in existing ground line profiles along the mainlanes				4		20				\$2,700.00	24
l. Identify grade separations and overpasses (N/A)										\$0.00	0
m. Calc vert clearances at grade separations/overpasses (N/A)										\$0.00	0
n. Design and draw in profile grade for cross streets				20		40				\$6,900.00	60
Cross-Sections											
Generate preliminary cross-sections				8		40				\$5,400.00	48
Determine earthwork volumes for use in the cost estimate				8		20				\$3,200.00	28
Prepare roll plots of the cross-sections				8		20				\$3,200.00	28
Preliminary Construction Sequence											
Prepare a Preliminary Construction Sequence Layout			8	16		40				\$7,600.00	64

PRIME PROVIDER: H.W. Lochner, Inc.

TASK DESCRIPTION	PRINCIPAL	PROJECT MANAGER	PROJECT ENGR	DESIGN ENGR	EIT	SENIOR ENGR TECH	ENGR TECH	JUNIOR ENGR TECH	ADMIN/ CLERICAL	TASK TOTALS	TOTAL LABOR HRS. & COSTS
CONTRACT RATE PER HOUR	\$210.00	\$190.00	\$150.00	\$125.00	\$90.00	\$110.00	\$80.00	\$65.00	\$60.00		
Preliminary Cost Estimate											
Prepare a preliminary cost estimate for the project			8	8	24					\$4,360.00	40
Include the cost of construction and eligible utility adjustments.					8		8			\$1,360.00	16
Engineering Summary Report											
Prep report to summarize design criteria, traffic analysis, prelim cost est, constr sequence description, and utility conflict issues.			8	24		24			16	\$7,800.00	72
Agency Coordination and Public Involvement											
a. Assist the City in conducting meetings with various agencies	16	16								\$6,400.00	32
b. Assist in conducting public meetings and public hearing	16	16	16	16						\$10,800.00	64
c. Prep.schem, exhibits, constraints maps, other exhibits				8	8	24	16			\$5,640.00	56
d. Participate in a Mtg with Affected Property Owners (MAPO)		16	16							\$5,440.00	32
e. Prepare the adjacent property owner list,				4					4	\$740.00	8
f. Prep. mail out of mtg notices, notice of public mtg and hearing				8					24	\$2,440.00	32
g. Draft letter to public officials, prep/publish newspaper notices		2		4						\$880.00	6
h. Reserve public meeting and hearing location									4	\$240.00	4
i. Hire court reporter and law enforcement for public hearing			1						4	\$390.00	5
j. Provide/rent audio and visual equipment for pub mtg/hearing.									2	\$120.00	2
k. Compile pub. comments rec'd into a Pub Hearing Sum Report.			8	16		24			20	\$7,040.00	68
Schematic Design Project Deliverables											
Provide draft and final documents and associated electronic files		4	8	8		24	24			\$7,520.00	68
HOURS SUB-TOTALS	32	66	127	308	178	614	128	0	76	\$175,170.00	1529
TOTAL LABOR COSTS	\$ 6,720.00	\$ 12,540.00	\$ 19,050.00	\$ 38,500.00	\$ 16,020.00	\$ 67,540.00	\$ 10,240.00	\$ -	\$ 4,560.00		\$175,170.00
% DISTRIBUTION OF STAFFING	2.09%	4.32%	8.31%	20.14%	11.64%	40.16%	8.37%	0.00%	4.97%		
SUBTOTAL (FC 110)											\$175,170.00
TASK DESCRIPTION	PRINCIPAL	PROJECT MANAGER	PROJECT ENGR	DESIGN ENGR	EIT	SENIOR ENGR TECH	ENGR TECH	JUNIOR ENGR TECH	ADMIN/ CLERICAL	TASK TOTALS	TOTAL LABOR HRS. & COSTS
PROJECT MANAGEMENT (F.C. 145)											
a. Provide timely invoices and Work Progress Reports/Project Schedules.		15							15	\$3,750.00	30
Develop and maintain Project Budgets		15	15							\$5,100.00	30
Attend progress mtgs and project related meetings as directed by City / State (Assume 5 Mtgs)	20	40	20							\$14,800.00	80
Travel to project to subjectively inspect features along and adjacent roadway (Assume 2 Mtgs)		16	16							\$5,440.00	32
Perform a QC/QA review of work for compliance with the State's practices, procedure, policies, stds, specs and design criteria.	4	16	16							\$6,280.00	36
Prepare, distribute and file written and electronic correspondence			4			4			4	\$1,280.00	12
Document Phone Calls			8						8	\$1,680.00	16
HOURS SUB-TOTALS	24	102	79	0	0	4	0	0	27	\$38,330.00	236
TOTAL LABOR COSTS	\$ 5,040.00	\$ 19,380.00	\$ 11,850.00	\$ -	\$ -	\$ 440.00	\$ -	\$ -	\$ 1,620.00		\$38,330.00
% DISTRIBUTION OF STAFFING	10.17%	43.22%	33.47%	0.00%	0.00%	1.69%	0.00%	0.00%	11.44%		
SUBTOTAL (FC 145)											\$38,330.00
DESCRIPTION										TOTAL MH BY FC	TOTAL COSTS BY FC
TOTALS BY FUNCTION CODE											
ROADWAY DESIGN CONTROLS (FC110)										1,529	\$175,170.00

PRIME PROVIDER: H.W. Lochner, Inc.

TASK DESCRIPTION	PRINCIPAL	PROJECT MANAGER	PROJECT ENGR	DESIGN ENGR	EIT	SENIOR ENGR TECH	ENGR TECH	JUNIOR ENGR TECH	ADMIN/ CLERICAL	TASK TOTALS	TOTAL LABOR HRS. & COSTS
CONTRACT RATE PER HOUR	\$210.00	\$190.00	\$150.00	\$125.00	\$90.00	\$110.00	\$80.00	\$65.00	\$60.00		
PROJECT MANAGEMENT (FC 145)										236	\$38,330.00
SUBTOTAL LABOR EXPENSES										1,765	\$213,500.00
OTHER DIRECT EXPENSES	QUANTITY	UNIT	COST/UNIT								TOTALS
Mileage (8 trips to D.O. in Paris at 300 miles each round trip and 6 Trips to Job Site at 350 miles each round trip)	4,500	Mile	\$0.540								\$2,430.00
Meals	15	Day/Person	\$46.00								\$690.00
Overnight Mail - Letter Size	15	Each	\$25.00								\$375.00
Overnight Mail - Oversized Box	15	Each	\$45.00								\$675.00
8 1/2" X 11" B/W Paper Copies	1,000	Sheet	\$0.10								\$100.00
11" X 17" B/W Paper Copies	500	Sheet	\$0.20								\$100.00
Plots (Color on Photographic Paper) (Schematics PM & PH)	240	per/SF	\$4.00								\$960.00
Plots (Color on Bond) (Draft Schematic Plots)	240	per/SF	\$1.00								\$240.00
Plots (B/W on Bond) (X-Sections)	1,200	per/SF	\$0.50								\$600.00
CD Archive	5	Each	\$1.50								\$7.50
SUBTOTAL DIRECT EXPENSES											\$6,177.50

SUMMARY	
TOTAL COSTS FOR Provider ONLY	\$213,500.00
NON-SALARY (OTHER DIRECT EXPENSES) FOR Provider ONLY	\$6,177.50
GRAND TOTAL	\$219,677.50

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

TASK DESCRIPTION		RPLS TASK LEADER	SENIOR SURVEY TECHNICIAN	SURVEY TECHNICIAN	SURVEYING 2-MAN CREW	SURVEYING 3-MAN CREW	ADMIN./ CLERICAL	TASK TOTALS	TOTAL LABOR HRS. & COSTS
CONTRACT RATE PER HOUR		\$122.00	\$95.00	\$84.00	\$135.00	\$175.00	\$58.00		
DESIGN AND CONSTRUCTION SURVEYS (Function Code 150)									
3.1.1. Obtain or collect data to complete cross-sections and DTM					16			\$2,160.00	16
3.1.2. Locate existing utilities.					24			\$3,240.00	24
3.1.3. Locate topo features and exist improvements not already picked up by TxDOT aerial flight and mapping.					16			\$2,160.00	16
3.1.4. Provide details of exist drainage features (culverts, manholes, etc.)					8			\$1,080.00	8
3.1.5. Locate wetlands.					4			\$540.00	4
3.1.6. Establish additional and verify existing control points.					4			\$540.00	4
3.1.7. Locate existing right-of-ways.					8			\$1,080.00	8
3.1.8. Review right-of-way maps.		8	16					\$2,496.00	24
3.1.9. Perform hydrographic surveys.					24			\$3,240.00	24
3.1.10. Update exist control data and prepare survey control data sheets			8					\$760.00	8
4.1. Prepare/modify Digital Terrain Models (DTM).			8					\$760.00	8
4.2. Prepare/modify maps, plans, or sketches.			8	8				\$1,432.00	16
F.4. Provide Right-of-Entry as necessary to access private property.			16	16			16	\$3,792.00	48
HOURS SUB-TOTALS	0	8	56	24	104	0	16	\$23,280.00	208
TOTAL LABOR COSTS	\$0.00	\$976.00	\$5,320.00	\$2,016.00	\$14,040.00	\$0.00	\$928.00		\$23,280.00
% DISTRIBUTION OF STAFFING	0.00%	3.85%	26.92%	11.54%	50.00%	0.00%	7.69%		
SUBTOTAL (FC 150)									\$23,280.00
AERIAL MAPPING (Function Code 150)									
<i>Not Included as Part of This Contract</i>									
UTILITY ENGINEERING INVESTIGATION (S.U.E.) (Function Code 163)									
2. Provide Quality Level B Utility Engineering Investigation Services inclusive of Quality levels C and D.									
Compile "As Built" information from plans, plats and other location data.			40	40				\$7,160.00	80
survey purposes.		8	16	40				\$5,856.00	64
Designate, record, and mark the horiz location of existing utility facilities			8	40	40			\$9,520.00	88
Determine and inform State of approximate utility depths at critical locations.		4	4					\$868.00	8
Provide a monthly summary of work completed and in process.		6					6	\$1,080.00	12
Close-out permits as required.			16					\$1,520.00	16
Clearly identify all utilities that were discovered from quality levels C, D and not B standards.			16	32				\$4,208.00	48
HOURS SUB-TOTALS	0	18	100	152	40	0	6	\$30,212.00	316
TOTAL LABOR COSTS	\$0.00	\$2,196.00	\$9,500.00	\$12,768.00	\$5,400.00	\$0.00	\$348.00		\$30,212.00
% DISTRIBUTION OF STAFFING	0.00%	5.70%	31.65%	48.10%	12.66%	0.00%	1.90%		
SUBTOTAL (FC 163)									\$30,212.00

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

								TOTAL MH BY FC	TOTAL COSTS BY FC
TOTALS BY FUNCTION CODE									
DESIGN AND CONSTRUCTION SURVEYS (Function Code 150)								208	\$23,280.00
UTILITY ENGINEERING INVESTIGATION (S.U.E.) (Function Code 163)								316	\$30,212.00
SUBTOTAL LABOR EXPENSES								524	\$53,492.00
OTHER DIRECT EXPENSES	QUANTITY	UNIT	COST/UNIT						
FC 150									
Mileage (Assume 5 trips to project site at 400 miles each trip)	2000	MILES	\$0.540						\$1,080.00
Meals	120	EACH	\$46.00						\$5,520.00
Hotel	120	EACH	\$120.00						\$14,400.00
8 1/2" X 11" B/W Paper Copies	100	Sheet	\$0.10						\$10.00
11" X 17" B/W Paper Copes	200	EACH	\$0.20						\$40.00
Overnight Mail - Letter Size	5	EACH	\$25.00						\$125.00
FC 163									
Mileage (Assume 5 trips to project site at 400 miles each trip)	2000	MILES	\$0.540						\$1,080.00
Meals	40	EACH	\$46.00						\$1,840.00
Hotel	40	EACH	\$120.00						\$4,800.00
8 1/2" X 11" B/W Paper Copies	120	Sheet	\$0.10						\$12.00
11" X 17" B/W Paper Copes	200	EACH	\$0.20						\$40.00
Overnight Mail - Letter Size	5	EACH	\$25.00						\$125.00
SUBTOTAL DIRECT EXPENSES									\$29,072.00

SUMMARY	
TOTAL COSTS FOR PROVIDER HWL (SURVEYING TASK ONLY)	\$53,492.00
NON-SALARY (OTHER DIRECT EXPENSES & UNIT COSTS) FOR PROVIDER HWL (SURVEYING TASK ONLY)	\$29,072.00
GRAND TOTAL	\$82,564.00

PRIME PROVIDER: H.W. Lochner, Inc.

TASK DESCRIPTION	Envl. Project Manager	Sr. Env. Scientist II	Sr. Env. Scientist I	Envl. Professional II	Envl. Professional I	Envl. Staff II	Envl. Staff I	Envl. Tech II	Envl. Tech I	Admin/ Clerical	TASK TOTALS	TOTAL LABOR HRS. & COSTS
CONTRACT RATE PER HOUR	\$140.00	\$125.00	\$108.00	\$82.00	\$77.00	\$65.00	\$60.00	\$50.00	\$40.00	\$55.00		
SOCIAL, ECONOMIC AND ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT: (Function Code 120)												
Project Management, Coordination Meeting	12				12					12	\$3,264.00	36
Initial Data Collection for Site Recon					12		12		6		\$1,884.00	30
CatEx Tech Memo Preparation											\$0.00	0
Project need and purpose	1	2			4						\$698.00	7
Logical termini and independent utility											\$0.00	0
Detailed project description											\$0.00	0
Airway-Highway Clearance											\$0.00	0
Project cost estimate, STIP listing											\$0.00	0
Build alternative											\$0.00	0
No-Build alternative											\$0.00	0
Regional Growth											\$0.00	0
Community Impacts	1		8				8				\$1,484.00	17
Environmental Justice/ Limited English Proficiency	1		6			6	2		4		\$1,458.00	19
Land Use/consistency with plans											\$0.00	0
ROW Acquisition, Displacements & Relocations	2	2		2	2	2		2			\$1,078.00	12
Bike and Pedestrian accommodations		4	2		4						\$1,024.00	10
Section 4(f)/Parklands, 6(f) resources	2	6		4		4					\$1,618.00	16
Historic Resources PCR	2	2		14		8					\$2,198.00	26
Historic Resources Survey Report (assume none)											\$0.00	0
Archaeological Resources Background Study	2	2		18			14				\$2,846.00	36
Archaeological Pedestrian Survey	2			48		48			8	8	\$8,096.00	114
Biological Resources (Evaluation Form)	2	2	2	16	20	16		10			\$5,138.00	68
Water Resources and Water Quality	2	2	2	2	2	4					\$1,324.00	14
Wetlands/WOTUS Delineation	2		32		32		16		2	2	\$7,350.00	86
USACE NWP w PCN (assume none required)											\$0.00	0
Hazardous Materials Initial Site Assessment	2					12		12			\$1,660.00	26
Air Quality Assessment (qualitative)	2		12			8					\$2,096.00	22
Noise Assessment (TNM)	2			40			40	16			\$6,760.00	98
Indirect and Cumulative (ICI) Effects Analysis	2		40					16			\$5,400.00	58
Exhibits and Attachments Preparation	2					40			10		\$3,280.00	52
QA - QC Tech Edit									20		\$800.00	20
Address tech report comments from District	8	4	2		8		8			4	\$3,152.00	34
Address comments from ENV											\$0.00	0
Prepare materials, notices, arrangements for public meeting (Assume Lochner and City of Sherman to handle all MAPOs; City to handle publications and facility)	4				8		12		12	4	\$2,596.00	40
Attend one public open house meeting (assume notice of opportunity for Public Hearing)	12				12	6			8		\$3,314.00	38
Public Meeting Summary and Response	8			12	8				8		\$3,040.00	36
HOURS SUB-TOTALS	73	26	106	156	124	154	112	56	78	30	\$71,558.00	915
TOTAL LABOR COSTS	\$10,220.00	\$ 3,250.00	\$ 11,448.00	\$ 12,792.00	\$ 9,548.00	\$ 10,010.00	\$ 6,720.00	\$ 2,800.00	\$ 3,120.00	\$1,650.00		\$71,558.00
% DISTRIBUTION OF STAFFING	7.98%	2.84%	11.58%	17.05%	13.55%	16.83%	12.24%	6.12%	8.52%	3.28%		
SUBTOTAL (FC 120)												\$71,558.00
DESCRIPTION											TOTAL MH BY FC	TOTAL COSTS BY FC

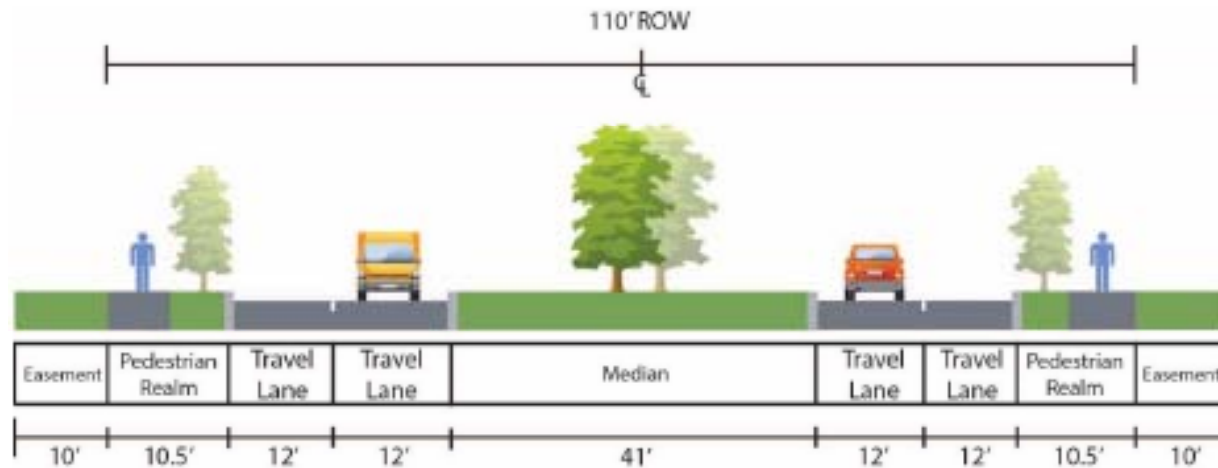
PRIME PROVIDER: H.W. Lochner, Inc.

TASK DESCRIPTION	Envl. Project Manager	Sr. Env. Scientist II	Sr. Env. Scientist I	Envl. Professional II	Envl. Professional I	Envl. Staff II	Envl. Staff I	Envl. Tech II	Envl. Tech I	Admin/ Clerical	TASK TOTALS	TOTAL LABOR HRS. & COSTS
CONTRACT RATE PER HOUR	\$140.00	\$125.00	\$108.00	\$82.00	\$77.00	\$65.00	\$60.00	\$50.00	\$40.00	\$55.00		
TOTALS BY FUNCTION CODE												
SOCIAL, ECONOMIC AND ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT: (FC 120)											915	\$71,558.00
SUBTOTAL LABOR EXPENSES											915	\$71,558.00
OTHER DIRECT EXPENSES	QUANTITY	UNIT	COST/UNIT									TOTALS
Mileage (8 trips to D.O. in Waco at 300 miles each round trip and 6 Trips to Job Site at 400 miles each round trip)	1,000	Mile	\$0.540									\$540.00
Meals	8	Day/Person	\$46.00									\$368.00
Hotel Stay	5	Night	\$120.00									\$600.00
Overnight Mail - Letter Size	4	Each	\$25.00									\$100.00
8 1/2" X 11" B/W Paper Copies	500	Sheet	\$0.10									\$50.00
8 1/2" X 11" Color Paper Copies	100	Sheet	\$1.00									\$100.00
11" X 17" B/W Paper Copies	50	Sheet	\$0.20									\$10.00
Plots (22 x 34)	10	Each	\$10.00									\$100.00
Haz-Mat Data Search	1	Each	\$450.00									\$450.00
SUBTOTAL DIRECT EXPENSES												\$2,318.00

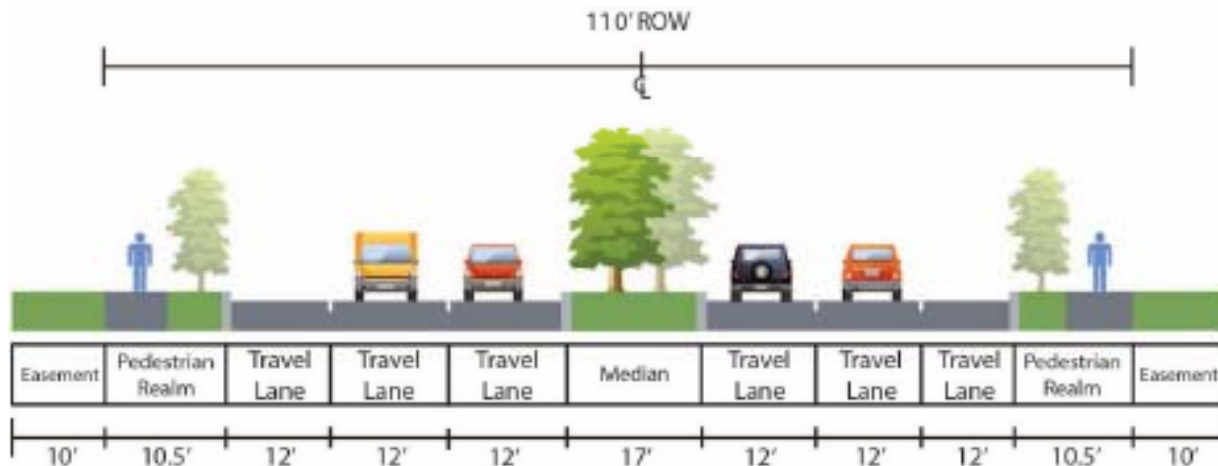
SUMMARY	
TOTAL COSTS FOR Sub-Provider ONLY	\$71,558.00
NON-SALARY (OTHER DIRECT EXPENSES) Sub-Provider Only	\$2,318.00
GRAND TOTAL	\$73,876.00

Thoroughfare Plan Standards

- Major Arterials:



Major Arterial – 4 Lanes



Major Arterial – 6 Lanes



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





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. C. 3.

Meeting Date: 06/20/2016

Prepared By: Mark Gibson, Director of Utilities

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 6096**

Approving a Contract with Principle Industrial Services, LLC for the Repair and Repainting of the Harrison Elevated Storage Tank

Issue:

Approving a contract with Principle Industrial Services, LLC for the repair and repainting of the Harrison Elevated Storage Tank

Background:

The Capital Improvement Program contains a project to repair and repaint the Harrison elevated storage tank. Seven (7) bidders responded to the request for bids. A bid tabulation is attached. The low bid in the amount of \$698,084.30 was submitted by Principle Industrial Services, LLC.

Origination:

Department of Utilities Administration

Financial Consideration:

Adequate funding for the project is available through the Utility Improvement Fund.

Staff Recommendation:

It is recommended that the City Council approve the contract with Principle Industrial Services, LLC in the amount of \$698,084.30.

Alternatives:

As may be directed by the City Council

Attachments

Resolution No. 6096

Agreement

Engineer's Recommendation

Bid Tabulation

Location Map

RESOLUTION NO. 6096

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPROVING A CONTRACT WITH PRINCIPLE INDUSTRIAL SERVICES, LLC FOR THE REPAIR AND REPAINTING OF THE HARRISON ELEVATED STORAGE TANK; 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 contract with Principle Industrial Services, LLC for the repair and repainting of the Harrison elevated storage tank in the total amount of Six Hundred Ninety-Eight Thousand Eighty-Four Dollars and Thirty Cents (\$698,084.30), in accordance with all contract documents attached hereto and made a part hereof for all purposes.

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

PASSED AND APPROVED on this the _____ day of _____, 2016.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

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

STANDARD FORM OF AGREEMENT

STATE OF TEXAS }
COUNTY OF GRAYSON }

THIS AGREEMENT, made and entered into this the _____ day of _____, A.D. 2015, by and between the City of Sherman of the County of Grayson and State of Texas acting through the City Manager, thereunto duly authorized so to do, Party of the First Part, hereinafter termed OWNER, and _____ of the City of _____, County of _____ and State of _____, Party of the Second Part, hereinafter termed CONTRACTOR.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Party of the First Part (OWNER), and under the conditions expressed in the bond bearing even date herewith, the said Party of the Second Part (CONTRACTOR), hereby agrees with the said Party of the First Part (OWNER) to commence and complete the construction of certain improvements described as follows:

HARRISON 750,000 GALLON ELEVATED TANK REPAIR AND REPAINT

and all extra work in connection therewith, under the terms as stated in the General Conditions of the Agreement and at his (or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and other accessories and services necessary to complete the said construction, in accordance with the conditions and prices stated in the Proposal attached hereto, and in accordance with the Request for Proposals, Standard General and Supplemental Conditions of the Construction Contract, Drawings and other drawings and printed or written explanatory matter thereof, and the Technical Specifications and addenda therefor, as prepared by Freeman-Millican, Inc., herein entitled the ENGINEER, each of which has been identified by the CONTRACTOR and the ENGINEER, together with the CONTRACTOR'S written Proposal, the Standard General Conditions of the Construction Contract, and the Performance and Payment Bonds hereto attached; all of which are made a part hereof and collectively evidence and constitute the entire contract.

The CONTRACTOR hereby agrees to commence work within ten (10) days after the date written notice to do so shall have been given to him, and to substantially complete the same by June 24, 2017 subject to such extensions of time as are provided by the General and Special Conditions.

THE OWNER agrees to pay the CONTRACTOR in current funds the price or prices shown in the proposal, which forms a part of this contract, such payments to be subject to the General and Special Conditions of the contract.

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

City of Sherman, Texas

Party of the First Part (Owner)

Party of the Second Part (Contractor)

By: _____

By: _____

Attest: _____

Attest: _____

TERRY MILLICAN, R.P.L.S.
RICHARD A. DORMIER, P.E.
JOHN D. GATTIS, A.I.A.
DAMIR LULO, P.E.
MICHAEL K. STACEY, P.E.
LARRY J. FREEMAN, P.E.

June 14, 2016

Mr. Mark Gibson, P.E.
Director of Utilities
220 West Mulberry
Sherman, Texas 75090

Re: Sherman Harrison 750,000 Gallon Elevated Tank Repair and Repaint Award

Dear Mr. Gibson:

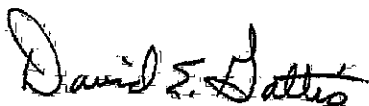
Bids were received for the Harrison Elevated Tank (ET) Repair and Repaint project on February 16, 2016. A bid tabulation is attached. The project includes repairs to the 77 year old tank; upgrades of manways, vents and safety equipment per revised state requirements; replacement of inlet/outlet piping; and re-coating all tank surfaces.

Twelve paint contractors pick-up bid documents. Seven bids were received. The low bid is from Principle Industrial Services, LLC in the amount of \$698,084.30. Our preliminary cost estimate was \$1,000,000.00. Bids competitiveness is reflected by the attached bid tabulation.

Principle Industrial Services, LLC has been repairing and repainting bridges and water tanks as both a subcontractor and a paint contractor for over 4 years. We have talked to several owners/engineers that have worked with Principle Industrial Services on previous projects, including the City of Okemah, Oklahoma. References were positive about their performance and some had used them on more than one project. Principle Industrial recently finished repairing and repainting a 1MG water tank for Okemah, Oklahoma. The inside coating is the same as the one specified for the Harrison ET. Applicators must be certified by the coating manufacturer to apply the high tech coating with plural component airless equipment. The applicators were recently re-certified for the Okemah project. We have also reviewed the qualification, financial and other information provided with the bid. The financial information is also attached for your review.

We recommend that the City of Sherman award the contract to the low bidder Principle Industrial Services, LLC in the amount of \$698,084.30 and authorize execution of the contract documents.

Sincerely,
FREEMAN - MILLICAN, INC.



David E. Gattis, P.E.

Enclosure

BID TABULATION																						
OWNER:	City of Sherman, Texas				BIDDER:	Principle Industrial Services, LLC				Gulf States Protective Coatings, Inc.		N.G. Painting, L.P.		American Suncraft Co., Inc.		Classic Protective Coatings, Inc.		TMI Coatings, Inc.		Blasco Texas, Inc.		
PROJECT:	Harrison 750,000 Gallon Elevated Tank Repair and Repaint				ADDRESS:	102 Jacksboro St. Chico, TX 76431				201 N. 16th St. La Porte, Texas 77571		1225 Bandera Hwy, Ste. A2 Kerrville, Texas 78028		10836 Schiller Road Medway, Ohio 45341		N7670 State Hwy 25 Menomonie, Wis. 54751		3291 Terminal Drive St. Paul, Min. 55121		16201 Wood Drive ChannelView, Texas 77530		
ENGINEER:	Freeman-Millican, Inc. - Texas Registered Engineering Firm F-2827				PHONE:	940-539-2647				281-842-7319		830-257-5940		937-849-9475		715-233-6267		651-452-6100		281-590-3200		
BID DATE:	February 16, 2016																					
ITEM NO.	DESCRIPTION	QTY	UNITS	UNIT \$	TOTAL \$	UNIT \$	TOTAL \$	UNIT \$	TOTAL \$	UNIT \$	TOTAL \$	UNIT \$	TOTAL \$	UNIT \$	TOTAL \$	UNIT \$	TOTAL \$	UNIT \$	TOTAL \$	UNIT \$	TOTAL \$	
Harrison Elevated Tank Bid Items																						
P.1	Brush-off blast, per SSPC SP7/NACE 4, interior lower areas & roof compression ring of the tank, where directed by the Owner to evaluate corrosion pits.	5,000	SF	\$1.00	\$5,000.00	\$2.50	\$12,500.00	\$1.00	\$5,000.00	\$5.25	\$26,250.00	\$1.50	\$7,500.00	\$1.00	\$5,000.00	\$1.00	\$5,000.00	\$5.00	\$25,000.00			
P.2	AWS Certified welder to fill weld excessive corrosion pits identified by the Owner during preparation for coating operations.	32	MH	177.80	5,689.60	175.00	5,600.00	150.00	4,800.00	90.00	2,880.00	70.00	2,240.00	181.25	5,800.00			200.00	6,400.00			
P.3	AWS Certified welder to seal weld two-inch (2") diameter x 1/8" thick steel plates over areas of excessive corrosion pits identified by the Owner during preparation.	50	EA	19.05	952.50	20.00	1,000.00	75.00	3,750.00	80.00	4,000.00	30.00	1,500.00	109.00	5,450.00			100.00	5,000.00			
P.4	AWS certified welder to seal weld four-inch (4") diameter x 1/8" thick steel plates over areas of excessive corrosion pits identified by the Owner during preparation for coating operations.	50	EA	25.40	1,270.00	25.00	1,250.00	85.00	4,250.00	120.00	6,000.00	38.00	1,900.00	124.00	6,200.00			125.00	6,250.00			
P.5	AWS certified welder to seal weld six-inch (6") diameter x 3/16" thick steel plates over areas of excessive corrosion pits identified by the Owner during preparations for coating operations.	20	EA	38.10	762.00	40.00	800.00	100.00	2,000.00	140.00	2,800.00	57.00	1,140.00	155.00	3,100.00			200.00	4,000.00			
P.6	AWS certified welder to seal weld race-track shaped six-inch (6") wide x fifteen-inch (15") long x 3/16" thick steel plates over areas of excessive corrosion pits identified by the Owner during preparation for coating operations.	20	EA	95.25	1,905.00	95.00	1,900.00	150.00	3,000.00	225.00	4,500.00	75.00	1,500.00	255.00	5,100.00			250.00	5,000.00			

ITEM NO.	DESCRIPTION	QTY	UNITS	UNIT \$	TOTAL \$	UNIT \$	TOTAL \$	UNIT \$	TOTAL \$	UNIT \$	TOTAL \$	UNIT \$	TOTAL \$
P.19	Remove all inlet & drain piping and provide new piping per drawings C1.4 & C1.1 including excavation and backfill.	1	LS	69,367.00	69,367.00	68,000.00	17,000.00	17,000.00	17,400.00	55,550.00	30,000.00	30,000.00	55,000.00
P.20	Install a new roof compression ring, complete in place.	1	LS	36,677.60	36,677.60	35,000.00	22,000.00	10,700.00	10,700.00	50,350.00	29,000.00	29,000.00	25,000.00
P.21	Remove existing roof compression ring.	1	LS	13,398.50	13,398.50	13,500.00	7,000.00	3,870.00	3,870.00	3,100.00	8,750.00	8,750.00	5,000.00
P.22	Replace the interior tank ladder and the interior wet riser ladder.	1	LS	19,431.00	19,431.00	19,000.00	11,000.00	15,800.00	15,800.00	10,400.00	13,100.00	13,100.00	20,000.00
P.23	Install a Saf-T-Climb rail on the ladder between the tank leg platform stairs and the catwalk.	1	LS	5,000.00	5,000.00	2,500.00	4,000.00	4,250.00	4,250.00	1,125.00	4,700.00	4,700.00	5,500.00
P.24	Install guardrails 6" above the existing 36" high balcony guardrail, bringing the overall height of the guardrail to 42".	1	LS	7,429.50	7,429.50	7,500.00	13,000.00	8,950.00	8,950.00	14,700.00	16,500.00	16,500.00	15,000.00
P.25	Install a Saf-T-Climb rail on the roof ladder, including a Saf-T-Mount dismount allowing transfer from the roof ladder to the tank interior ladder where the roof ladder passes the roof hatch.	1	LS	5,000.00	5,000.00	3,000.00	5,000.00	4,900.00	4,900.00	3,600.00	4,700.00	4,700.00	7,500.00
P.26	Install a Saf-T-Climb rail on the tank interior ladder and the wet riser interior ladder.	1	LS	5,000.00	5,000.00	4,000.00	6,000.00	4,800.00	4,800.00	7,200.00	9,300.00	9,300.00	11,000.00
P.27	Install the center roof guardrail and roof latter handrail.	1	LS	10,000.00	10,000.00	9,800.00	13,000.00	13,500.00	13,500.00	17,250.00	18,200.00	18,200.00	35,000.00
P.28	Leak test & disinfect tank.	1	LS	5,000.00	5,000.00	1,500.00	2,000.00	1,800.00	1,800.00	2,100.00	1,500.00	1,500.00	2,500.00
TOTAL AMOUNT OF BID (Bid Items P.1-P.28):				\$698,084.30	\$774,050.00	\$803,800.00	\$889,900.00	\$936,850.00	\$1,049,000.00	\$1,084,150.00			

FREEMAN-MILLICAN, INC.



David E. Gattis

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY
DAVID E. GATTIS, P.E. No. 36563 ON JUNE 13, 2016.





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. C. 4.

Meeting Date: 06/20/2016

Prepared By: Mark Gibson, Director of Utilities

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 6097**

Approving the Greater Texoma Utility Authority's Intention to Contract with We Build, Inc. dba HWH Industrial for Construction of the Wastewater Treatment Plant Biosolids Dewatering Facility

Issue:

Approving the intention of the Greater Texoma Utility Authority (GTUA) to administer an agreement for construction of the Wastewater Treatment Plant Biosolids Dewatering Facility.

Background:

The current Capital Improvement Program contains a project to construct a biosolids dewatering facility at the City's Wastewater Treatment Plant. Five (5) bidders responded to the request for bids. A bid tabulation is attached. The low bid in the amount of \$2,098,379.00 was submitted by We Build, Inc. dba HWH Industrial.

Origination:

Department of Utilities Administration

Financial Consideration:

The project is funded through the GTUA.

Staff Recommendation:

It is recommended that the City Council approve GTUA's intention to contract with We Build, Inc. dba HWH Industrial in the amount of \$2,098,379.00 for construction of the Wastewater Treatment Plant Biosolids Dewatering Facility.

Alternatives:

As may be directed by the City Council

Attachments

Resolution No. 6097

Engineer's Recommendation

Bid Tabulation - General

Bid Tabulation - Equipment

Location Map

RESOLUTION NO. 6097

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPROVING THE GREATER TEXOMA UTILITY AUTHORITY'S INTENTION TO CONTRACT WITH WE BUILD, INC. DBA HWH INDUSTRIAL FOR CONSTRUCTION OF THE WASTEWATER TREATMENT PLANT BIOSOLIDS DEWATERING FACILITY; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City of Sherman hereby approves the Greater Texoma Utility Authority's intention to enter into a contract with We Build, Inc. dba HWH Industrial of Paris, Texas, in the total amount of Two Million Ninety-Eight Thousand Three Hundred Seventy-Nine Dollars and No Cents (\$2,098,379.00) for construction of the Wastewater Treatment Plant Biosolids Dewatering Facility.

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

PASSED AND APPROVED on this the ____ day of _____, 2016.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

BY: _____
BRANDON S. SHELBY,
CITY ATTORNEY

TERRY MILLICAN, R.P.L.S.
VICTOR ACUY, P.E.
RICHARD A. DORMIER, P.E.
JOHN D. GATTIS, A.I.A.
DAMIR LULO, P.E.
MICHAEL K. STACEY, P.E.
LARRY J. FREEMAN, P.E.

June 13, 2016

Mr. Drew Satterwhite, P.E.
General Manager
Greater Texoma Utility Authority
5100 Airport Drive
Denison, Texas 75020

Re: Sherman WWTP Biosolids Dewatering Project

Dear Mr. Satterwhite:

Bids were received for the construction of the Biosolids Dewatering Project at the Sherman Wastewater Treatment Plant (WWTP) on June 13, 2016. A bid tabulation is attached. The project consists of a split level building with two screw presses with polymer system & feed sludge pumping system; concrete storage/mix tank with air mixing system; roll-off container loading area; electrical & SCADA facilities and appurtenances including testing and start up.

Five bids from general contractors were received and the low bid was from We Build, Inc. dba HWH Industrial in the amount of \$2,098,379.00 and the time to substantially complete the project is 365 calendar days. The construction cost estimate for this project was \$1,800,000.00.

HWH Industrial has 27 years of experience and has about \$17,000,000.00 worth of work in progress. We have talked to several owner/engineers that have worked with HWH on projects. All, but one reference stated that they had been satisfied with them and if low would recommend them for award on another contract. The City of Gainesville, Texas is not so positive about a water treatment plant project HWH did for them. Gainesville recommends extensive good inspection if we go forward with HWH. We have also reviewed the low bidder's financial statement and provided copies to the GTUA and Sherman staff. HWH Industrial is headquartered in Paris, Texas.

We recommend that the Greater Texoma Utility Authority (GTUA) award the contract for the Sherman WWTP Biosolids Dewatering project to We Build, Inc. dba HWH Industrial in the amount of \$2,098,379.00 and authorize execution of the contract documents

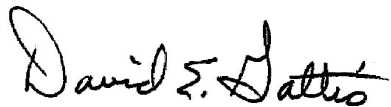
Dewatering press equipment bids were also taken at the same time as the bids were received for the construction. Bid Tabulations of the equipment bids are attached. These bids included screw presses, sludge pumping equipment and polymer system equipment. Andritz Separation Inc. submitted the low bid for the dewatering equipment in the amount of \$508,640.00. The technical evaluation of the 3 equipment bids is covered in the attached letter from Damir Lulo. We recommend that the GTUA award the equipment bid to Andritz Separation Inc. in the

amount of \$508,640.00 and authorize the assignment this bid to the successful general contractor for inclusion in the project.

The estimated allowance for this equipment was \$775,000.00. The difference between the actual equipment low bid and the estimate allowance included in the general contract bids is \$266,360.00.

The contract documents were developed to allow the Engineer/Owner to select the dewatering equipment that is best suited for the project and adjust the contract with the successful contractor to reflect the difference in the actual price and the estimated allowance price for the equipment. Therefore, it is recommended that the contract with We Build, Inc. dba HWH Industrial be adjusted by a reduction of \$266,360.00 in a change order (copy attached). After award of the contract and the Contractor has executed the change order, the contract amount will be \$1,832,019.00.

Sincerely,
FREEMAN - MILLICAN, INC.

A handwritten signature in black ink, reading "David E. Gattis". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

David E. Gattis, P.E.

Enclosure
Copy:
Sherman, Mark Gibson, Director of Utilities

BID TABULATION: Greater Texoma Utility Authority for City of Sherman - WWTP Biosolids Dewatering Project - General Contract Bids

Prepared by: Freeman-Millican, Inc. Engineers-Architects-Planners for bids opened May 19, 2016.				Contractor: We Build, Inc. dba HWH Industrial Address: 2510 S Church Paris, TX 75460 Phone: 903-785-1653		Mitchell Enterprises, Ltd. 700 N Crockett Sherman, TX 75090 903-893-6593		Crescent Constructors, Inc. 2560 Technology Dr, Ste 400 Plano, TX 75074 972-422-0014		Gracon Construction, Inc. 4343 Lasater Rd Mesquite, TX 75181 972-222-8533		Felix Construction Company 3321 Towerwood Dr, Ste 120 Farmers Branch, TX 75234 469-404-6716	
General Contract Base Bid Items													
ITEM	DESCRIPTION	QTY	UNITS	UNIT \$	TOTAL \$	UNIT \$	TOTAL \$	UNIT \$	TOTAL \$	UNIT \$	TOTAL \$	UNIT \$	TOTAL \$
P.1	Construct biosolids dewatering project including concrete, piping, valves, drainage, paving, peirs, electrical, instrumentation; and purchase, receive, store, and install allowance items.	1	LS	\$903,205.00	\$903,205.00	\$1,092,000.00	\$1,092,000.00	\$1,126,113.00	\$1,126,113.00	\$1,162,000.00	\$1,162,000.00	\$1,320,950.00	\$1,320,950.00
P.2	Purchase sludge dewatering equipment per allowance.	1	LS	775,000.00	775,000.00	775,000.00	775,000.00	775,000.00	775,000.00	775,000.00	775,000.00	775,000.00	775,000.00
P.3	Construct sludge mixing tank including concrete, piping, valves, drainage, paving, electrical, and instrumentation.	1	LS	188,249.00	188,249.00	170,600.00	170,600.00	100,000.00	100,000.00	95,000.00	95,000.00	164,125.00	164,125.00
P.4	Construct coarse bubbler aeration system including duplex blowers, duplex control panel, air stainless steel piping, and diffuser manifold with supports and Tideflex diffusers.	1	LS	110,979.00	110,979.00	105,800.00	105,800.00	125,000.00	125,000.00	109,000.00	109,000.00	96,100.00	96,100.00
P.5	Install 3-ton hoist/trolley system with festoon cable kits.	2	EA	8,593.00	17,186.00	12,024.00	24,048.00	23,000.00	46,000.00	16,000.00	32,000.00	11,700.00	23,400.00
P.6	Seed areas on the plant site.	19,460	SF	0.15	2,919.00	0.20	3,892.00	0.25	4,865.00	0.10	1,946.00	1.00	19,460.00
P.7	Drill and place concrete and reinforcing in proposed pier that requires proposed 18" diameter pier to be deeper than shown on the plans.	4	VF	55.00	220.00	55.00	220.00	75.00	300.00	100.00	400.00	215.00	860.00
P.8	Drill and place concrete and reinforcing in proposed pier that requires proposed 24" diameter pier to be deeper than shown on the plans.	26	VF	70.00	1,820.00	80.00	2,080.00	110.00	2,860.00	140.00	3,640.00	220.00	5,720.00
P.9	Drill and place concrete and reinforcing in proposed pier that requires proposed 36" diameter pier to be deeper than shown on the plans.	8	VF	112.00	896.00	155.00	1,240.00	205.00	1,640.00	280.00	2,240.00	250.00	2,000.00
P.10	Construct 8" PVC gravity sewer.	401	LF	153.00	61,353.00	106.00	42,506.00	100.00	40,100.00	170.00	68,170.00	215.00	86,215.00
P.11	Install trench safety system.	522	LF	5.00	2,610.00	4.70	2,453.40	1.00	522.00	5.00	2,610.00	3.00	1,566.00
P.12	Purchase roll-off container.	3	EA	10,046.00	30,138.00	8,934.00	26,802.00	11,200.00	33,600.00	11,000.00	33,000.00	6,000.00	18,000.00
P.13	Obtain authorization to discharge storm water associated with construction activity related to this project under the Texas Pollutant Discharge Elimination System (TPDES) Construction General Permit No. TXR150000 (CGP), including City of Sherman as co-permittee, if required, and to design, implement, and maintain erosion control as part of a Storm Water Pollution Prevention Plan (SWPPP).	1	LS	3,804.00	3,804.00	1,089.00	1,089.00	5,000.00	5,000.00	2,000.00	2,000.00	10,000.00	10,000.00
Total Amount of Bid (Items P.1-P.13):				\$2,098,379.00			\$2,247,730.40		\$2,261,000.00		\$2,287,006.00		\$2,523,396.00
Time of Completion:				365 days			365 days		365 days		365 days		365 days

General Contract Alternate Bid Items													
ITEM	DESCRIPTION	QTY	UNITS	UNIT \$	TOTAL \$	UNIT \$	TOTAL \$	UNIT \$	TOTAL \$	UNIT \$	TOTAL \$	UNIT \$	TOTAL \$
PA.4	Construct coarse bubbler aeration system including duplex blowers, duplex control panel, air stainless steel piping, and diffuser manifold with supports and Aquarius membrane diffusers. (Substitute for Base Bid Item P.4.)	1	LS	\$84,822.00	\$84,822.00	-\$3,000.00	-\$3,000.00	\$134,000.00	\$134,000.00	\$106,000.00	\$106,000.00	\$95,000.00	\$95,000.00
PB.4	Construct coarse bubbler aeration system including duplex blowers, duplex control panel, air stainless steel piping, and diffuser manifold with supports and Sanitaire membrane diffusers. (Substitute for Base Bid Item P.4.)	1	LS	95,810.00	95,810.00	-10,000.00	-10,000.00	116,000.00	116,000.00	100,000.00	100,000.00	84,600.00	84,600.00

Note: Numbers in italics are corrections of mathematical errors found on the bid forms.

David E. Gattis

June 13, 2016

STATE OF TEXAS

★

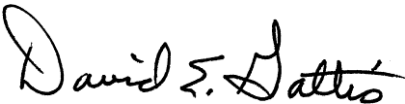
DAVID E. GATTIS

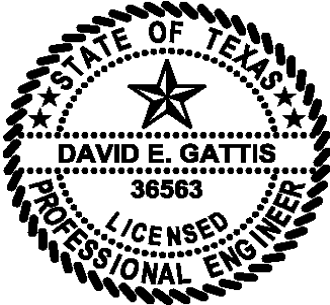
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PROFESSIONAL ENGINEER

BID TABULATION: Greater Texoma Utility Authority for City of Sherman - WWTP Biosolids Dewatering Project - Equipment Bids									
Prepared by: Freeman-Millican, Inc. Engineers-Architects-Planners for bids opened May 19, 2016.				Manufacturer:	ANDRITZ Separation Inc.	Huber Technology, Inc.	FKC Co., Ltd.		
				Address:	1010 Commercial Blvd S Arlington, TX 76001	9735 Northcross Center Court Huntersville, NC 28078	2708 W 18th St Port Angeles, WA 98363		
				Phone:	817-449-8767	704-949-1010	360-452-9472		
Equipment Manufacturer Base Bid Item									
ITEM	DESCRIPTION	QTY	UNITS	UNIT \$	TOTAL \$	UNIT \$	TOTAL \$	UNIT \$	TOTAL \$
PE.1	Furnish a complete biosolids dewatering system including two screw presses with control panels, two polymer make-down skids, and two progressive cavity sludge pumps complete and delivered F.O.B. project site, O&M manual, trips to site, coordination with general contractor during installation, and instruction with Owner for operation and maintenance.	1	LS	\$508,640.00	\$508,640.00	\$528,032.00	\$528,032.00	\$643,600.00	\$643,600.00
Total Amount of Base Bid (Item PE.1):					\$508,640.00		\$528,032.00		\$643,600.00
Time to Deliver:					252 days		210 days		195 days

Equipment Manufacturer Alternate Bid Item									
ITEM	DESCRIPTION	QTY	UNITS	UNIT \$	TOTAL \$	UNIT \$	TOTAL \$	UNIT \$	TOTAL \$
PA.1	Provide three additional years of full manufacturer warranty on top of the two years in the Base Bid.	1	LS	\$0.00	\$0.00	\$20,540.00	\$20,540.00	\$0.00	\$0.00
Total Amount of Base Bid + Alternate Bid (Item PE.1 + PA.1):					\$508,640.00		\$548,572.00		\$643,600.00


June 13, 2016





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

Wastewater Treatment Plant

1 inch = 300 feet





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. C. 5.

Meeting Date: 06/20/2016

Prepared By: Mark Gibson, Director of Utilities

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 6098**

Authorizing Execution of a Professional Engineering Services Agreement with Freeman-Millican, Inc. for the Water Treatment Plant East Sludge Basin Cleaning

Issue:

To consider an agreement with Freeman-Millican, Inc. to provide professional engineering services for the Water Treatment Plant East Sludge Basin Cleaning

Background:

The Capital Improvement Program contains a project to remove sludge from the east basin at the City's Water Treatment Plant. The basin has filled to capacity over the years and requires that the sludge be removed.

Origination:

Department of Utilities Administration

Financial Consideration:

The fee for the professional engineering services is a lump sum of \$33,500.00. This project will be funded through the City's Utility Capital Improvement Fund.

Staff Recommendation:

It is recommended that the agreement for professional engineering services with Freeman-Millican, Inc. for the Water Treatment Plant East Sludge Basin Cleaning be approved.

Alternatives:

As may be directed by the City Council

Attachments

Resolution No. 6098

Engineering Service Agreement

Location Map

RESOLUTION NO. 6098

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH FREEMAN-MILLICAN, INC. FOR THE WATER TREATMENT PLANT EAST SLUDGE BASIN CLEANING; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a Professional Engineering Services Agreement with Freeman-Millican, Inc. for the Water Treatment Plant East Sludge Basin Cleaning in the total amount of Thirty-Three Thousand Five Hundred Dollars and No Cents (\$33,500.00), in accordance with all contract documents attached hereto and made a part hereof for all purposes.

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

PASSED AND APPROVED on this the ____ day of _____, 2016.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

BY: _____
BRANDON S. SHELBY,
CITY ATTORNEY

ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT is made and entered by and between the CITY OF SHERMAN, a Home-Rule Municipality, organized and existing under the laws of the state of Texas, hereinafter referred to as "City", and, Freeman-Millican, Inc. hereinafter referred to as "Engineer", to be effective upon the date indicated below.

WITNESSETH:

WHEREAS, the City desires to engage the services of the Engineer to prepare construction plans, specifications, details and special provisions and to perform other related engineering services in connection with the **Water Treatment Plant Sludge Disposal Project** in the City of Sherman, Texas, hereinafter referred to as the "Project"; and

WHEREAS, the Engineer desires to render such engineering services for the City subject to the terms and conditions provided herein.

NOW, THEREFORE, in consideration of the covenants contained herein, and for the mutual benefits to be obtained hereby, the parties hereto agree as follows:

1. **Employment of the Engineer.** The City hereby agrees to retain the Engineer to perform professional engineering services in connection with the Project. Engineer agrees to perform such services in accordance with the terms and conditions of this Agreement.
2. **Scope of Work.** The parties agree that Engineer shall perform such services as are set forth and described in Exhibit "1", which is attached hereto and made a part of this Agreement. The parties understand and agree that deviations or modifications in the form of written contract modifications may be authorized from time to time by the City. Engineer agrees to submit all final documents in a form acceptable to the City.
3. **Time of the Essence.** Time is of the essence. Engineer agrees to commence work immediately upon execution of this Agreement and to proceed diligently to completion except for delays beyond Engineer's reasonable control.
4. **Compensation and Method of Payment.** The parties agree that Engineer shall be compensated for all services provided pursuant to this Agreement in the amount described and set forth in Exhibit "1".
5. **Access To The Site.** City agrees to provide access to the Project area necessary or Engineer to complete his work.
6. **Insurance.** Engineer agrees to procure the following insurance:
 - a. Workers' Compensation as required by law.
 - b. Professional Liability Insurance in an amount not less than \$1,000,000 in the aggregate.

c. Comprehensive General Liability and Property Damage Insurance with minimum limits of \$1,000,000 for injury or death of any one person, \$1,000,000 for each occurrence, and \$1,000,000 for each occurrence of damage to or destruction of property.

d. Comprehensive Automobile and Truck Liability Insurance covering owned, hired, and non-owned vehicles, with minimum limits of \$1,000,000 for injury or death of any one person, \$1,000,000 for each occurrence, and \$1,000,000 for property damage.

e. The Engineer shall include the City as an additional insured under the policies, with the exception of the Professional Liability Insurance and Workers' Compensation. Certificates of Insurance and endorsements shall be furnished to the City before work commences. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, and/or reduced in coverage or in limits ("Change in Coverage") except with prior written consent of the City and only after the City has been provided with written notice of such Change in Coverage, such notice to be sent to the City either by hand delivery to the City Manager or by certified mail, return receipt requested, and received by the City no fewer than thirty (30) days prior to the effective date of such Change in Coverage. Prior to commencing services under this Contract, Engineer shall furnish City with Certificates of Insurance, or formal endorsements as required by this Contract, issued by Engineer's insurer(s), as evidence that policies providing the required coverage, conditions, and limits required by this Contract are in full force and effect.

7. Indemnity and Duty to Defend.

a. Engineer shall release, defend, indemnify and hold city and its officers, agents and employees harmless from and against all damages, injuries (including death), claims, property damages (including loss of use), losses, demands, suits, judgments and costs, including reasonable attorney's fees and expenses, in any way arising out of, related to, or resulting from the services provided by engineer and to the extent caused by the negligent act or omission or intentional wrongful act or omission of engineer, its officers, agents, employees, subcontractors, licensees, invitees or any other third parties for whom engineer is legally responsible. This agreement does not waive, nor shall it be deemed to waive, any immunity or defense, including, but not limited to Governmental immunity that would otherwise be available to the city against claims arising from the exercise of governmental powers and functions.

b. Engineer is expressly required to defend the City against all Claims for which the City becomes liable. In its sole discretion, City shall have the right to select or to approve defense counsel to be retained by Engineer in fulfilling its obligation hereunder to defend and indemnify City, unless such a right is expressly waived by City in writing by the City Manager, approved by the City Attorney, and properly authorized by the City's Council. City reserves the right to provide a portion or all of its own defense; however, City is under no obligation to do so. Any such action by City is not to be construed as a waiver of Engineer's obligation to defend the City or as a waiver of Engineer's obligation to indemnify the City pursuant to this Contract. Engineer shall retain City approved defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this Contract. If Engineer fails to retain Counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and Engineer shall be liable for all costs incurred by City in defense of Claims for which Engineer is liable under this Paragraph.

c. This indemnification and duty to defend is subject to and does not waive any governmental immunity available to the City under Texas law, and any defenses of the parties

under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

8. **Independent Contractor.** Engineer is an independent contractor and not an officer, agent, servant or employee of City. Engineer shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondent superior shall not apply as between City and Engineer, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Engineer.

9. **Assignment and Subletting.** The Engineer agrees that neither this Agreement nor the work to be performed hereunder will be assigned or sublet without the prior written consent of the City. The Engineer further agrees that the assignment or subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve the Engineer from its full obligations to the City as provided by this Agreement.

10. **Contract Termination.** The parties agree that City shall have the right to terminate this Agreement with or without cause upon thirty (30) days written notice to Engineer. In the event of such termination, Engineer shall deliver to City all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items prepared by Engineer in connection with this Agreement. Engineer shall be entitled to compensation for any and all work completed to the satisfaction of City in accordance with the provisions of this Agreement prior to termination. In the event this Agreement is terminated, the City shall have the option of entering into an Agreement with another party for the completion of the work.

11. **Ownership of Documents.** Original drawings and specifications are the property of the Engineer; however, the Project is the property of the City and Engineer may not use the drawings and specifications therefore for any purpose not relating to the Project without City's consent. City shall be furnished with such reproductions of drawings and specifications as City may reasonably require. Upon completion of the work or any earlier termination of this Agreement under Paragraph 10, Engineer will revise drawings, if necessary, and he will promptly furnish the City with one (1) complete set of reproducible record prints. Prints shall be furnished, as an additional service, at any other time requested by City. All such reproductions shall be the property of the City who may use them without Engineer's permission for any proper purpose including, but not limited to, additions to or completion of the Project. Engineer also acknowledges that such information shall become subject to the Public Information Laws of this State and that Engineer agrees to waive any copyright claims to the information once the information is submitted to the City.

12. **Complete Contract.** This Agreement, including Exhibit "1", constitutes the entire agreement by and between the parties regarding the subject matter hereof and supersedes all prior or contemporaneous written or oral understandings. To the extent that any of the provisions in Exhibit "1" conflicts with this Agreement, the provisions in the Agreement control over the provisions in the exhibit(s). This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument.

13. **Mailing of Notices.** Unless instructed otherwise in writing, Engineer agrees that all notices or communications to City permitted or required under this Agreement shall be addressed to City at the following address:

Director of Utilities & Engineering
City of Sherman
P.O. Box 1106
Sherman, TX. 75090

City agrees that all notices or communications to Engineer permitted or required under this Agreement shall be addressed to Engineer at the following address:

Richard Dormier
Freeman-Millican, Inc.
12160 N. Abrams Rd., Suite 508
Dallas, Texas 75243

All notices or communications required to be given in writing by one party or the other shall be considered as having been given to the addressee on the date such notice or communication is posted by the sending party.

14. **Miscellaneous.**

a. **Paragraph Headings.** The paragraph headings contained herein are for convenience only and are not intended to define or limit the scope of any provision in this Agreement.

b. **Contract Interpretation.** Although this Agreement is drafted by the City, should any part be in dispute, the parties agree that the Agreement shall not be construed more favorably for either party.

c. **Venue/Governing Law.** The parties agree that the laws of the State of Texas shall govern this Agreement. Exclusive venue shall lie in Grayson County, Texas.

d. **Successors and Assigns.** City and Engineer, and their partners, successors, subcontractors, executors, legal representatives, and administrators are hereby bound to the terms and conditions of this Agreement.

e. **Severability.** In the event a term, condition, or provision of this Agreement is determined to be void, unenforceable, or unlawful by a court of competent jurisdiction, then that term, condition, or provision, shall be deleted and the remainder of the Agreement shall remain in full force and effect.

f. **Effective Date.** This Agreement shall be effective from and after execution by both parties hereto.

SIGNED on the date indicated below.

CITY OF SHERMAN

ENGINEER:
Freeman-Millican, Inc.

BY

BY

Robby Hefton
City Manager


Richard Dormier, P.E.
Vice President

DATE _____

DATE 6-9-16

APPROVED AS TO FORM:

Brandon S. Shelby, City Attorney

EXHIBIT "1"
ENGINEERING SERVICES AGREEMENT

City of Sherman, Texas
WWTP UV Equipment Replacement Improvements
Scope of Professional Services

OWNER and ENGINEER, in consideration of their mutual covenants herein, agree in respect of the performance of professional engineering services by ENGINEER and the payment for those services by OWNER as set forth below.

ENGINEER shall provide professional engineering services for OWNER in all phases of the Project to which this Agreement applies, serve as OWNER'S professional engineering representative for the Project as set forth below, and shall give professional engineering consultation and advice to OWNER during the performance of services hereunder.

OWNER intends to construct, through Prime Contractor(s) the **Water Treatment Plant Sludge Disposal Project**, hereinafter called the "Project".

SECTION 1 - BASIC SERVICES OF ENGINEER

1.1 GENERAL

- 1.1.1 ENGINEER shall perform professional services as hereinafter stated which include customary civil, structural, mechanical, and electrical engineering services and customary architectural services incidental thereto.

1.2 PRELIMINARY DESIGN PHASE

After authorization to proceed with the Preliminary Design Phase, ENGINEER shall:

- 1.2.1 In consultation with OWNER, determine the extent of the Project.
- 1.2.2 Advise OWNER as to the necessity of OWNER'S providing, or obtaining from others, data or services of the types described in paragraph 3.3, and act as OWNER'S representative in connection with any such services.
- 1.2.3 Prepare preliminary design documents consisting of final design criteria, preliminary drawings, and outline specifications.
- 1.2.4 Based on the information contained in the preliminary design documents, submit a revised opinion of probable Project Costs.
- 1.2.5 Furnish 3 copies of the above preliminary design documents and present and review them in person with OWNER.

1.3 FINAL DESIGN PHASE

After authorization to proceed with the Final Design Phase, ENGINEER shall:

- 1.3.1 On the basis of comments from the review of the preliminary design documents and the revised opinion of probable Project Cost, prepare for incorporation in the Contract

Documents final drawings to show the character and extent of the Project (hereinafter called "Drawings") and Specifications.

- 1.3.2 Furnish to OWNER such documents and design data as may be required for, and assist in the preparation of, the required documents so that OWNER may apply for approvals of such governmental authorities as have jurisdiction over design criteria applicable to the Project, and assist in obtaining such approvals by participating in submissions to and negotiations with appropriate authorities.
- 1.3.3 Advise OWNER of any adjustments to the latest opinion of probable Project Cost caused by changes in extent or design requirements of the Project or Construction Costs and furnish a revised opinion of probable Project Cost based on the Drawings and Specifications.
- 1.3.4 Prepare for review and approval by OWNER, his legal counsel, and other advisors, contract agreement forms, general conditions and supplementary conditions, and (where appropriate) bid forms, invitations to bid and instructions to bidders, and assist in the preparation of other related documents.
- 1.3.5 Submit plans, specifications, and contract documents to applicable regulatory agencies for approval.
- 1.3.6 Furnish 3 copies of the above documents and present and review them in person with OWNER. Make any needed final revisions.

1.4 BIDDING PHASE

After authorization to proceed with the Bidding Phase, ENGINEER shall:

- 1.4.1 Assist OWNER in obtaining bids for each separate prime contract for construction, materials, equipment, and services.
- 1.4.2 Consult with and advise OWNER as to the acceptability of subcontractors and other persons and organizations proposed by the prime contractor(s) (hereinafter called "Contractor(s)") for those portions of the work as to which such acceptability is required by the bidding documents.
- 1.4.3 Prepare a tabulation of bids and assist OWNER in evaluating bids and in assembling and awarding contracts.

1.5 CONSTRUCTION PHASE

During the Construction Phase ENGINEER shall:

- 1.5.1 Consult with and advise OWNER and act as his representative as provided in the General Conditions of the Construction Contract. All of OWNER'S instructions to Contractor(s) will be issued through ENGINEER who will have authority to act on behalf of OWNER to the extent provided in said General Conditions except as otherwise provided in writing.
- 1.5.2 Make visits to the site at intervals appropriate to the various stages of construction to observe as an experienced and qualified design professional the progress and quality of the executed work of Contractor(s) and to determine in general if such work is proceeding in accordance with the Contract Documents. ENGINEER shall not be

required to make exhaustive or continuous on-site inspections to check the quality or quantity of such work. ENGINEER shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s) or the safety precautions and programs incident to the work of Contractor(s). ENGINEER'S efforts will be directed toward providing a greater degree of confidence for OWNER that the completed work of Contractor(s) will conform to the Contract Documents, but ENGINEER shall not be responsible for the failure of Contractor(s) to perform the work in accordance with the Contract Documents. During such visits and on the basis of on-site observations ENGINEER shall keep OWNER informed of the progress of the work and shall endeavor to guard OWNER against defects and deficiencies in such work and may disapprove or reject work failing to conform to the Contract Documents.

- 1.5.3 Review Shop Drawings and samples, the results of tests and inspections and other data which each Contractor is required to submit, but only for conformance with the design concept of the Project and general compliance with the information given in the Contract Documents (but such review and approval or other action shall not extend to means, methods, sequences, techniques or procedures of construction or to safety precautions and programs incident thereto); determine the acceptability of substitute materials and equipment proposed by Contractor(s); and receive and review (for general content as required by the Specifications) maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by Contractor(s) in accordance with the Contract Documents.
- 1.5.4 Issue all instructions of OWNER to Contractor(s); issue necessary interpretations and clarifications of the Contract Documents and in connection therewith prepare change orders as required; have authority, as OWNER'S representative, to require special inspection or testing of the work; act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder and make decisions on all claims of OWNER and Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work; but ENGINEER shall not be liable for the results of any such interpretations or decisions rendered by him in good faith.
- 1.5.5 Based on ENGINEER'S on-site observations as an experienced and qualified design professional and on review of applications for payment and the accompanying data and schedules, determine the amounts owing to Contractor(s) and recommend in writing payments to Contractor(s) in such amounts: such recommendations of payment will constitute a representation to OWNER, based on such observations and review, that the work has progressed to the point indicated, that, to the best of ENGINEER'S knowledge, information and belief, the quality of such work is in accordance with the Contract Documents (subject to an evaluation of such work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any qualifications stated in his recommendation), and that payment of the amount recommended is due Contractor(s); but by recommending any payment ENGINEER will not thereby be deemed to have represented that continuous or exhaustive examinations have been made by ENGINEER to check the quality or quantity of the work or to review the means, methods, sequences, techniques or procedures of construction or safety precautions or programs incident thereto or that ENGINEER has made an examination to ascertain how or for what purposes any Contractor has used the moneys paid on account of the Contract Price, or that title to any of the work, materials or equipment has passed to OWNER free and clear of any

lien, claims, security interests or encumbrances, or that Contractor(s) have completed their work exactly in accordance with the Contract Documents.

- 1.5.6 Conduct in company with OWNER, an inspection to determine if the Project is substantially complete and a final inspection for compliance with the Contract Documents and if each Contractor has fulfilled all of his obligations thereunder so that ENGINEER may recommend, in writing, final payment to each Contractor and may give written notice to OWNER and the Contractor(s) that the work is acceptable (subject to any conditions therein expressed), but any such recommendation and notice shall be subject to the limitations expressed in paragraph 1.5.5.
- 1.5.7 ENGINEER shall not be responsible for the acts or omissions of any Contractor, or subcontractor, or any of the Contractor(s)' or subcontractors' agents or employees or any other persons (except ENGINEER'S own employees and agents) at the site or otherwise performing any of the Contractor(s)' work; however, nothing contained in paragraphs 1.5.1 through 1.5.7, inclusive, shall be construed to release ENGINEER from liability for failure to properly perform duties undertaken by him in the Contract Documents.
- 1.5.8 Revise contract drawings (unless redrawing is required), with the assistance of the OWNER and Contractor(s), and furnish two set in Adobe Acrobat Portable Document Format (pdf).

SECTION 2 - ADDITIONAL SERVICES OF ENGINEER

2.1 GENERAL

If authorized in writing by OWNER, ENGINEER shall furnish or obtain from others Additional Services of the following types which are not considered normal or customary Basic Services

- 2.1.1 Preparation of applications and supporting documents for governmental grants, loans or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effect on the design requirements of the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
- 2.1.2 Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER.
- 2.1.3 Services resulting from significant changes in extent of the Project or its design including, but not limited to, changes in size, complexity, OWNER'S schedule, or character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are due to causes beyond ENGINEER'S control.
- 2.1.4 Providing renderings or models for OWNER'S use.
- 2.1.5 Furnishing the services of special consultants for other than the normal civil, structural, mechanical and electrical engineering and normal architectural design incidental

thereto, such as consultants for interior design, furniture, furnishings, communications, acoustics, kitchens and landscaping; and providing data or services of the types described in paragraph 3.3 when OWNER authorizes ENGINEER to provide such data or services in lieu of furnishing the same in accordance with paragraph 3.3.

- 2.1.6 Services resulting from the arranging for performance by persons other than the principal prime contractors of services for the OWNER and administering OWNER'S contracts for such services.
- 2.1.7 Providing any type field surveys for design purposes and engineering surveys and staking to enable Contractor(s) to proceed with their work; and providing other special field surveys.
- 2.1.8 Services during out-of-town travel required of ENGINEER other than visits to the site and OWNER'S office as required by SECTION 1 and authorized by OWNER.
- 2.1.9 Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work of Contractor(s), (3) prolongation of the contract time of any prime contract by more than sixty days, (4) acceleration of the progress schedule involving services beyond normal working hours, and (5) default by Contractor(s).
- 2.1.10 Preparation of operating and maintenance manuals; protracted or extensive assistance in the utilization of any equipment or system (such as initial startup, testing, adjusting and balancing); and training personnel for operation and maintenance.
- 2.1.11 Services after completion of the Construction Phase, such as inspections during any guarantee period and reporting observed discrepancies under guarantees called for in any contract for the Project.
- 2.1.12 Preparing to serve or serving as a consultant or witness for OWNER in any litigation, public hearing or other legal or administrative proceeding involving the Project (except as agreed to under Basic Services).
- 2.1.13 Additional services in connection with the Project, including services normally furnished by OWNER and services not otherwise provided for in this Agreement.
- 2.1.14 Preparation of property or easement descriptions.
- 2.1.15 Additional copies of reports (over agreed number) and additional sets of Contract Documents (over agreed number).
- 2.1.16 Services of a resident Project representative, and other field personnel as required, for on-the-site observation of construction.
- 2.1.17 Any other special or miscellaneous assignments specifically authorized by OWNER.

SECTION 3 - OWNER'S RESPONSIBILITIES

OWNER shall:

- 3.1 Provide all criteria and full information as to OWNER'S requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish

copies of all design and construction standards which OWNER will require to be included in the Drawings and Specifications.

- 3.2 Assist ENGINEER by placing at his disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
- 3.3 Furnish to ENGINEER, as required for performance of ENGINEER'S Basic Services, data prepared by or services of others, including without limitation core borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restrictions; and other special data or consultations not covered in SECTION 2; all of which ENGINEER may rely upon in performing his services.
- 3.4 Provide field control surveys and establish reference points and base lines to enable Contractor(s) to proceed with the layout of the work.
- 3.5 Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform his services.
- 3.6 Examine all studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by ENGINEER, obtain advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.
- 3.7 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- 3.8 Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as OWNER may require or ENGINEER may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as OWNER may require to ascertain how or for what purpose any Contractor has used the moneys paid to him under the construction contract and such inspection services as OWNER may require to ascertain that Contractor(s) are complying with any law, rule or regulation applicable to their performance of the work.
- 3.9 Designate in writing a person to act as OWNER'S representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER'S policies and decisions with respect to materials, equipment, elements and systems pertinent to ENGINEER'S services.
- 3.10 Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER'S services, or any defect in the work of Contractor(s).

- 3.11 Furnish, or direct ENGINEER to provide, necessary Additional Services as stipulated in Section 2 of this Agreement or other services as required.
- 3.12 Bear all costs incident to compliance with the requirements of this Section 3.

SECTION 4 - PERIOD OF SERVICE

- 4.1 The provisions of this Section 4 and the various rates of compensation for ENGINEER'S services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the Construction Phase. ENGINEER'S obligation to render services hereunder will extend for a period which may reasonably be required for the design, award of contracts and construction of the Project including extra work and required extensions thereto.
- 4.2 After acceptance by OWNER of the ENGINEER'S Drawings, Specifications and other Final Design Phase documentation including the most recent opinion of probable Project Cost and upon written authorization to proceed, ENGINEER shall proceed with performance of the services called for in the Bidding. This Phase shall terminate and the services to be rendered thereunder shall be considered complete upon commencement of the Construction Phase or upon cessation of the negotiations with prospective Contractor(s) (except as may be otherwise required to complete the services called for in paragraph 6.1.2.5).
- 4.3 The Construction Phase will commence with the execution of the first prime contract to be executed for the work of the Project or any part thereof, and will terminate upon written approval by ENGINEER of final payment on the last prime contract to be completed. Construction Phase services may be rendered at different times in respect of separate prime contracts if the Project involves more than one prime contract.
- 4.4 If OWNER has requested significant modifications or changes in the extent of the Project, the time of performance of ENGINEER'S services and his various rates of compensation shall be adjusted appropriately.
- 4.5 If OWNER fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, or if the Construction Phase has not commenced within 90 calendar days (plus such additional time as may be required to complete the services called for under paragraph 6.2.2.5) after completion of the Final Design Phase, ENGINEER may, after giving seven days' written notice to OWNER, suspend services under this Agreement.
- 4.6 If ENGINEER'S services for design or during construction of the Project are delayed or suspended in whole or in part by OWNER for more than three months for reasons beyond ENGINEER'S control, ENGINEER shall on written demand to OWNER (but without termination of this Agreement) be paid as provided in paragraph 5.3.2. If such delay or suspension extends for more than one year for reasons beyond ENGINEER'S control, or if ENGINEER for any reason is required to render services more than one year after Substantial Completion, the various rates of compensation provided for elsewhere in this Agreement shall be subject to renegotiation.

- 4.7 In the event that the work designed or specified by ENGINEER is to be performed under more than one prime contract, OWNER and ENGINEER shall, prior to commencement of the Final Design Phase, develop a schedule for performance of ENGINEER'S services during the Final Design, Bidding and Construction Phases in order to sequence and coordinate properly such services as applicable to the work under such separate contracts.

SECTION 5 - PAYMENTS TO ENGINEER

5.1 METHODS OF PAYMENT FOR SERVICES AND EXPENSES OF ENGINEER

5.1.1 For Basic Services

OWNER shall pay ENGINEER for Basic Services rendered under SECTION 1 and as further identified in Exhibit "A" a lump sum in the amount of \$33,500.00.

5.1.2 For Additional Services

OWNER shall pay ENGINEER for Additional Services rendered under SECTION 2 as follows:

5.1.2.1 General

For Additional Services rendered under paragraphs 2.1.1 through 2.1.17, inclusive (except services covered by paragraph 2.1.5 and services as a consultant or witness under paragraph 2.1.12), payment will be at the hourly rates in Exhibit "A".

5.1.2.2 Special Consultants

For services and reimbursable expenses of special consultants employed by ENGINEER pursuant to paragraph 2.1.5 or 2.1.17, the amount billed to ENGINEER therefor times a factor of 1.10

5.1.2.3 Serving as a Witness

For the services rendered by principals and employees as consultants or witnesses in any litigation, hearing or proceeding in accordance with paragraph 2.1.12, at the rate of \$ 2,500 per day or any portion thereof (but compensation for time spent in preparing to appear in any such litigation, hearing or proceeding will be on the basis provided in paragraph 5.1.2.1).

- 5.1.3 As used in this paragraph 5.1 the term "Reimbursable Expenses" will have the meaning assigned to it in paragraph 5.4.

5.2 TIMES OF PAYMENTS

- 5.2.1 ENGINEER shall submit monthly statements for Basic and Additional Services rendered and for reimbursable Expenses incurred. The statements will be based upon ENGINEER'S estimate of the proportion of the total services actually completed at the time of billing. OWNER shall make prompt monthly payments in response to ENGINEER'S monthly statements.
- 5.2.2 Upon conclusion of each phase of Basic Services, OWNER shall pay such additional amount, if any, as may be necessary to bring total compensation paid on account of such phase to the following percentages of total compensation payable for all phases of Basic Services:

Phase	Lump Sum Amount
Preliminary Design	\$12,600.00
Final Design	\$10,500.00
Bidding or Negotiating	\$5,100.00
Construction	\$5,300.00
TOTAL	\$33,500.00

5.3 OTHER PROVISIONS CONCERNING PAYMENTS

5.3.1 Changes in Project Scope

In the event the OWNER changes the scope of the project after the commencement of the Final Design Phase and such changes render the work unusable that has been performed to the date of the change in project scope, ENGINEER will be paid for services rendered during that phase to the date of notice of the change in project scope at the hourly rates in Exhibit "B" for services rendered by principals and employees assigned to the Project during that phase to date of notice of the change in project scope. In the event of any such change in scope, ENGINEER will be paid for all unpaid Additional Services and unpaid Reimbursable Expenses.

In the event the OWNER changes the scope of the project after the commencement of the Final Design Phase and such changes require the Engineer to modify, redesign or otherwise change engineering work that has been completed or partially completed at the date of the change in scope, ENGINEER will be paid for services required to modify, redesign or otherwise change completed engineering work to meet the requirements of the revised scope of services at the hourly rates in Exhibit "B" for principals and employees assigned to the Project. In the event of any such change in scope, ENGINEER will be paid for all Additional Services and Reimbursable Expenses required to make the above stated changes. Before making changes to the engineering work under this provision, the ENGINEER shall submit an estimate of the cost of making the changes under this paragraph. The ENGINEER shall not begin making changes to the engineering work until authorized by the OWNER.

5.3.2 If OWNER fails to make any payment due ENGINEER for services and expenses within sixty days after receipt of ENGINEER'S bill therefor, the amounts due ENGINEER shall include a charge at the rate of 1% per month from said sixtieth day, and in addition, ENGINEER may, after giving seven days' written notice to OWNER, suspend services under this Agreement until he has been paid in full all amounts due him for services and expenses.

5.3.3 In the event of termination by OWNER, upon the completion of any phase of the Basic Services, progress payments due ENGINEER for services rendered through such phase shall constitute total payment for such services. In the event of such termination by OWNER during any phase of the Basic Services, ENGINEER will be paid for services rendered during that phase at the hourly rates in Exhibit "B" for services rendered during that phase to date of termination by principals and employees assigned to the Project. In the event of any such termination, ENGINEER will be paid for all unpaid Additional Services and unpaid Reimbursable Expenses, plus all termination expenses. Termination expenses mean Reimbursable Expenses directly attributable to termination, which shall include an amount computed as a percentage of total compensation for Basic Services earned by ENGINEER to the date of termination, as follows:

20% if termination occurs after commencement of the Preliminary Design Phase but prior to commencement of the Final Design Phase; or

10% if termination occurs after commencement of the Final Design Phase.

5.4 DEFINITIONS

5.4.1 Reimbursable Expenses mean the actual expenses incurred directly or indirectly in connection with the Project for: transportation and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); furnishing and maintaining field office facilities; subsistence and transportation of Resident Project Representatives and their assistants; toll telephone calls and telegrams; reproduction of reports, Drawings, Specifications, and similar Project related items in addition to those required under Section 1; and, if authorized in advance by OWNER, overtime work requiring higher than regular rates.

SECTION 6 - OPINIONS OF COST

6.1 OPINIONS OF COST

6.1.1 Since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, his opinions of probable Project Cost and Construction Cost provided for herein are to be made on the basis of his experience and qualifications and represent his best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but ENGINEER cannot and does not guarantee that proposals, bids or actual Project or Construction Cost will not vary from opinions of probable cost prepared by him. If prior to the Bidding Phase OWNER wishes greater assurance as to Project or Construction Cost he shall employ an independent cost estimator as provided in paragraph 3.8. If a

Construction Cost limit is established by written agreement between OWNER and ENGINEER, the following will apply:

- 6.1.1.1 The acceptance by OWNER at any time during the Basic Services of a revised opinion of probable Project or Construction Cost in excess of the then established cost limit will constitute a corresponding revision in the Construction Cost limit to the extent indicated in such revised opinion.
- 6.1.1.2 Any Construction Cost limit so established will include a contingency of ten percent unless another amount is agreed upon in writing.
- 6.1.1.3 ENGINEER will be permitted to determine what materials, equipment, component systems and types of construction are to be included in the Drawings and Specifications and to make reasonable adjustments in the extent of the Project to bring it within the cost limit.
- 6.1.1.4 If the Bidding Phase has not commenced within six months after completion of the Final Design Phase, the established Construction Cost limit will not be binding on ENGINEER, and OWNER shall consent to an adjustment in such cost limit commensurate with any applicable change in the general level of prices in the construction industry between the date of completion of the Final Design Phase and the date on which proposals or bids are sought.
- 6.1.1.5 If the lowest bona fide proposal or bid exceeds the established Construction Cost limit, OWNER shall (1) give written approval to increase such cost limit, (2) authorize negotiating or rebidding the Project within a reasonable time, or (3) cooperate in revising the Project's extent or quality. In the case of (3), ENGINEER shall, without additional charge, modify the Contract Documents as necessary to bring the Construction Cost within the cost limit. The providing of such service will be the limit of ENGINEER'S responsibility in this regard and, having done so, ENGINEER shall be entitled to payment for his services in accordance with this Agreement.

SECTION 7 - GENERAL CONSIDERATIONS

7.1 REUSE OF DOCUMENTS

All documents including Drawings and Specifications prepared by ENGINEER pursuant to this Agreement are instruments of service in respect to the Project. They are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER'S sole risk and without liability or legal exposure to ENGINEER; and OWNER shall indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

SECTION 8 - SPECIAL PROVISIONS, EXHIBITS AND SCHEDULES

- 8.1 The following Exhibits are attached to and made a part of this Exhibit 1:
Exhibit "A" Scope of Work and Exhibit "B" – Freeman-Millican, Inc. - Hourly Rate

EXHIBIT "A"

SCOPE OF WORK

Preliminary Engineering

Collected drawings and data from City on sludge basins.
Review TCEQ requirements and determine sludge disposal options. Review option with the City.
Determine sludge lab. analysis options and sampling protocol.
Collected samples and delivered to lab. for complete analysis.
Determine sludge estimated quantities.
Determine landfill fees and limits on quantities delivered to landfill per day.
Review disposal option and sludge lab. analysis to determine cost effective disposal option for execution summer 2016.
Provide preliminary cost estimate.
Solicit hourly rate from contractor to dispose of sludge in compliance with regulations to establish a trench along the 2 low sides of the basin to enhance sludge dewatering and drying.
Coordinate hourly work including temporary on site storage.
Pace Analytical Sludge analysis cost

Design Plans & Specification

Develop plans, specifications and bid documents for sludge disposal in compliance with TCEQ regulations.
Review plans & specifications with Sherman staff and revise.
Establish temporary sludge storage option in on site NTWD basin.
Estimate probable cost of project.

Bidding

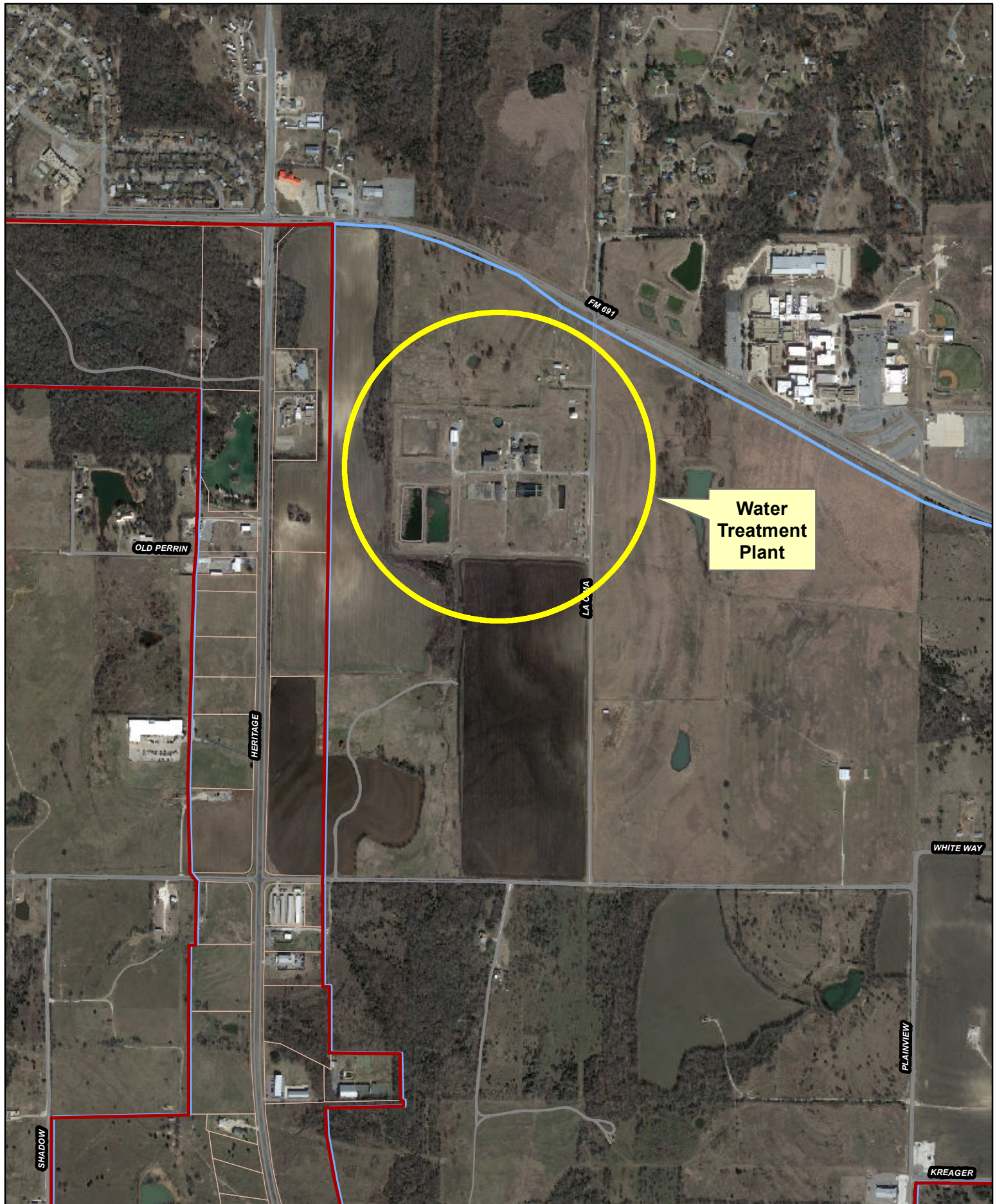
Provide bid documents to plan rooms and bidders.
Conduct a pre-bid conference on site.
Address contractor inquiries and issue needed addendums.
Accept bids.
Review bids and contract award recommendation.
Develop disposal contracts for execution by the owner.

Construction

Issue disposal contracts and "Notice to Proceed".
Conduct a pre-disposal on site meeting.
Review truck TCEQ registration, material and equipment submittals.
Review monthly progress and payment applications.
On site review of temporary storage.
On site review of basin and site grading.
Review and process any required changes.
Final inspection & punch list.
On site review of flex-base construction.
Close-out and final payment.

EXHIBIT "B"
FREEMAN-MILLICAN, INC.
HOURLY RATES

<u>Employee Category</u>	<u>Hourly Rate</u>
Senior Engineer	\$165
Associate Engineer	\$150
Senior Project Engineer	\$135
Architect	\$140
Project Engineer	\$120
EIT	\$100
Designer	\$ 90
CAD	\$ 75
Clerical	\$ 50
RPLS	\$150
Survey Crew (Including GPS)	\$140
Mileage (IRS Allowable)	cents/mile





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. D. 1.

Meeting Date: 06/20/2016

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

Approved By: Robby Hefton, City Manager

Caption:

*** REQUEST TO ADVERTISE**

Miscellaneous Sidewalk Panel-Replacements in Downtown, Grand Avenue Pedestrian Crossings, and Meadows Circle Paving Projects

Issue:

Requesting permission to advertise for bids the construction of the Miscellaneous Sidewalk Panel-Replacements Downtown, Grand Avenue Pedestrian Crossings, and Meadows Circle Paving Projects.

Background:

The project will replace sidewalk panels in the downtown area, provide improved crossing safety at locations on Grand Avenue, and repair the cul-de-sac on Meadows Circle.

Origination:

Department of Engineering

Financial Consideration:

The project is funded in the Capital Improvement Program; and the cost of advertising is expected to be less than \$200.00.

Staff Recommendation:

It is recommended that the City Council authorize the staff to advertise the project for bid.

Alternatives:

As may be directed by the City Council

Attachments

Location Map





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. D. 2.

Meeting Date: 06/20/2016

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

Approved By: Robby Hefton, City Manager

Caption:

*** REQUEST TO ADVERTISE**

Solid Waste Site Improvements Project including the Construction and Installation of a Cart Barn, Truck Shed and Concrete Employee Parking Lot

Issue:

Requesting permission to advertise for bids for the construction and installation of a Cart Barn, Truck Shed and Concrete Employee Parking Lot, as part of budgeted fiscal year (FY) 2016 site improvements for the Solid Waste Department

Background:

The Solid Waste Site Improvements Project will provide the construction of a larger-capacity Cart Barn, which will address the increasing demand for solid waste curbside services for residential and commercial customers. This project will also provide covered parking for the Solid Waste truck fleet with the construction and installation of a Truck Shed along the eastern edge of the site. As this area is the current location for employee parking, the Solid Waste Site Improvements Project will provide for the construction of a concrete parking area for employees and citizens in front of the Solid Waste office.

Origination:

Solid Waste Department

Financial Consideration:

The project was approved for \$300,000.00 in the FY 2016 budget and will be funded within the Solid Waste Fund; cost of advertising is expected to be less than \$200.00.

Staff Recommendation:

It is recommended that the City Council authorize staff to advertise the project for public bid.

Alternatives:

As may be directed by the City Council

Attachments

Location Map



Sherman Recycling
Department

5/8" = 49'

4/8



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. E. 1.

Meeting Date: 06/20/2016

Prepared By: Mark Gibson, Director of Utilities

Approved By: Robby Hefton, City Manager

Caption:

*** CHANGE ORDER NO. 1**

Approving the Greater Texoma Utility Authority's Intention to Execute Change Order No. 1 for Construction of the Sherman Wastewater Treatment Plant Biosolids Dewatering Project

Issue:

Approving the intention of the Greater Texoma Utility Authority (GTUA) to execute Change Order No. 1 for construction of the Sherman Wastewater Treatment Plant (WWTP) Biosolids Dewatering Project.

Background:

Dewatering press equipment bids were also taken at the same time as the bids were received for the construction. Bid tabulations of the equipment bids are attached. These bids included screw presses, sludge pumping equipment, and polymer system equipment. Andritz Separation Inc. submitted the low bid for the dewatering equipment in the amount of \$508,640.00. The estimated allowance for this equipment in the project bid process was \$775,000.00. The difference between the actual equipment low bid and the estimate allowance included in the general contract bids is \$266,360.00; therefore, the project contract shall be reduced by \$266,360.00.

Origination:

Department of Utilities Administration

Financial Consideration:

The Change Order results in a decrease in the project price of \$266,360.00, yielding a revised contract amount of \$1,832,019.00.

Staff Recommendation:

It is recommended that the City Council approve GTUA's intention to execute Change Order No.1 with We Build, Inc. dba HWH Industrial for construction of the Sherman WWTP Biosolids Dewatering Project.

Alternatives:

As may be directed by the City Council

Attachments

Change Order No. 1
Bid Tabulation - Equipment
Location Map

CHANGE ORDER NO. 1

PROJECT: City of Sherman – WWTP Biosolids Dewatering Project
OWNER: Greater Texoma Utility Authority
CONTRACTOR: We Build, Inc. dba HWH Industrial
ENGINEER: Freeman - Millican, Inc.
Dallas, Texas
DATE: 06.13.2016

TO THE CONTRACTOR: You are hereby authorized, subject to the Contract provisions, to make the following changes:

1. The Bid Allowance for the Dewatering Equipment was \$775,000 and the actual bid was \$508,640. The difference is \$266,360 which is deducted from the Contract Amount.

SUMMARY

1. Deduct for Dewatering Equipment
(\$266,360.00)

Original Contract Amount:	\$ 2,098,379.00
Net Addition/(Reduction) - Previous Change Orders	\$0.00
Addition/(Reduction) - This Change Order	(\$266,360.00)
Revised Contract Amount:	\$1,832,019.00
Original Contract Time:	365 Days
Time Extension/(Reduction) - Previous Change Orders	0 Days
Time Extension/(Reduction) - This Change Order	0 Days
Revised Contract Time	365 Days

RECOMMENDED: 6/13/2016



Freeman - Millican, Inc.

Date

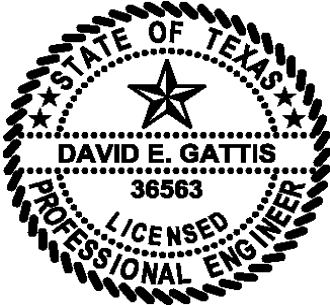
APPROVED:

Contractor	Date
Owner	Date

BID TABULATION: Greater Texoma Utility Authority for City of Sherman - WWTP Biosolids Dewatering Project - Equipment Bids									
Prepared by: Freeman-Millican, Inc. Engineers-Architects-Planners for bids opened May 19, 2016.				Manufacturer:	ANDRITZ Separation Inc.	Huber Technology, Inc.	FKC Co., Ltd.		
				Address:	1010 Commercial Blvd S Arlington, TX 76001	9735 Northcross Center Court Huntersville, NC 28078	2708 W 18th St Port Angeles, WA 98363		
				Phone:	817-449-8767	704-949-1010	360-452-9472		
Equipment Manufacturer Base Bid Item									
ITEM	DESCRIPTION	QTY	UNITS	UNIT \$	TOTAL \$	UNIT \$	TOTAL \$	UNIT \$	TOTAL \$
PE.1	Furnish a complete biosolids dewatering system including two screw presses with control panels, two polymer make-down skids, and two progressive cavity sludge pumps complete and delivered F.O.B. project site, O&M manual, trips to site, coordination with general contractor during installation, and instruction with Owner for operation and maintenance.	1	LS	\$508,640.00	\$508,640.00	\$528,032.00	\$528,032.00	\$643,600.00	\$643,600.00
Total Amount of Base Bid (Item PE.1):					\$508,640.00		\$528,032.00		\$643,600.00
Time to Deliver:					252 days		210 days		195 days

Equipment Manufacturer Alternate Bid Item									
ITEM	DESCRIPTION	QTY	UNITS	UNIT \$	TOTAL \$	UNIT \$	TOTAL \$	UNIT \$	TOTAL \$
PA.1	Provide three additional years of full manufacturer warranty on top of the two years in the Base Bid.	1	LS	\$0.00	\$0.00	\$20,540.00	\$20,540.00	\$0.00	\$0.00
Total Amount of Base Bid + Alternate Bid (Item PE.1 + PA.1):					\$508,640.00		\$548,572.00		\$643,600.00

David E. Gattis
June 13, 2016





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

Wastewater Treatment Plant

1 inch = 300 feet





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. F. 1.

Meeting Date: 06/20/2016

Prepared By: Linda Ashby, City Clerk

Approved By: Robby Hefton, City Manager

Caption:

OTHER BUSINESS

Consider the Appeal for a Variance to Allow Beer and Wine Sales within 300 feet of a School (Crutchfield Elementary); Manjinder Singh, Owner, Sidak Petro #2, located at 415 South Dewey Avenue

Issue:

To consider the appeal of Sidak Petro #2 concerning the property located at 415 South Dewey Avenue to allow beer and wine sales within 300 feet of a school (Crutchfield Elementary)

Background:

Representatives of Sidak Petro #2 recently applied for a BQ, Wine and Beer Retailer's Off-Premise Permit for their store located at 415 South Dewey Avenue. Upon inspection, it was determined that the property line for the store is located within 300 feet of the Crutchfield Elementary School property line.

According to Section 4.14.035 of the City's Code of Ordinances, entitled "Development Standards," the sale of beer and wine for off-premises consumption is not permitted within 300 feet of a public or private school or a day care center. This measurement of distance is provided for in State law and is measured from "property line to property line and in a direct line across intersections."

The Sherman Independent School District is neutral on the issue and would look to the City to determine the appropriate course of action.

Origination:

The request for a variance originated with Manjinder Singh, representative for Sidak Petro #2.

Financial Consideration:

There is no direct cost to the City of Sherman.

Staff Recommendation:

It is the recommendation of the staff that the City Council consider the appeal.

Alternatives:

The Council could choose not to consider the appeal.

Attachments

Application for BQ Permit

Letter of Denial

Letter of Appeal

Development Standards

Location Map



OFF-PREMISE PREQUALIFICATION PACKET

L-OFF
(01/2016)

Submit this packet to the proper governmental entities to obtain certification for the type of license/permit for which you are applying as required by Sections 11.37, 11.39, 11.46(b), 61.37, 61.38, 61.42 and Rule §33.13

All statutory and rule references mentioned in this application refer to and can be found in the Texas Alcoholic Beverage Code or Rules located on our website: www.tabc.texas.gov/laws/code_and_rules.asp

LOCATION INFORMATION

1. Application for: ☒ Original

☐ Reinstatement

License/Permit Number _____

☐ Change of Licensed Location

License/Permit Number _____

2. Type of Off-Premise License/Permit

☒ **BQ** Wine and Beer Retailer's Off-Premise Permit

☐ **LP** Local Distributor's Permit

☐ **BF** Beer Retail Dealer's Off-Premise License

☐ **E** Local Cartage Permit

☐ **P** Package Store Permit

☐ **ET** Local Cartage Transfer Permit

☐ **Q** Wine Only Package Store Permit

☐ **PS** Package Store Tasting Permit

3. Indicate Primary Business at this Location

☐ Grocery/Market

☐ Convenience Store without Gas

☐ Liquor Store

☐ Miscellaneous _____

☒ Convenience Store with Gas

4. Trade Name of Location

SIDAK PETRO# 2

5. Location Address

415 S DEWEY AVE

City

SHERMAN

County

GREYSON

State

TX

Zip Code

75090

6. Mailing Address

4049 BOAT CLUB ROAD

City

LAKE WORTH

State

TX

Zip Code

76135

7. Business Phone No.

903-868-1346

Alternate Phone No.

E-mail Address

SIDAKPETRO@GMAIL.COM

OWNER INFORMATION

8. Type of Owner

☐ Individual

☒ Corporation

☐ City/County/University

☐ Partnership

☐ Limited Liability Company

☐ Other _____

☐ Limited Partnership

☐ Joint Venture

☐ Limited Liability Partnership

☐ Trust

9. Business Owner/Applicant

10. As indicated on the chart, enter the individuals that pertain to your business type:
(For additional space, use Form L-OIC)

Individual/Individual Owner		Limited Liability Company/All Officers or Managers	
Partnership/All Partners		Joint Venture/Venturers	
Limited Partnership/All General Partners		Trust/Trustee(s)	
Corporation/All Officers		City, County, University/Official	
Last Name PANDHER	First Name AMARPREET	MI	Title PRESIDENT
Last Name SINGH	First Name MANJINDER	MI	Title MEMBER
Last Name	First Name	MI	Title
Last Name	First Name	MI	Title

MEASUREMENT INFORMATION

Section 109.31 et. seq.

11. Will your business be located within 300 feet of a church or public hospital? ☐ Yes ☒ No

NOTE: For churches or public hospitals measure from front door to front door, along the property lines of the street fronts and in a direct line across intersections.

12. Will your business be located within 300 feet of any private/public school? ☒ Yes ☐ No

NOTE: For private/public schools measure in a direct line from the nearest property line of the school to the nearest property line of the place of business, and in a direct line across intersections.

NOTE: If located on or above the fifth story of a multistory building: measure in a direct line from the property line of the private/public school to property line of your place of business in a direct line across intersections vertically up the building at the property line to the base of the floor on which your business is located.

13. Will your business be located within 1,000 feet of a private school? ☐ Yes ☒ No

14. Will your business be located within 1,000 feet of a public school? ☒ Yes ☐ No

ALL APPLICANTS

15. CHECK HERE IF NOT IN CITY LIMITS ☐

I, the applicant, have confirmed I am not located in the city limits of any city and therefore all city certificates are not required.

**WARNING AND
SIGNATURE****If Applicant Is/Must Sign**

Individual/Individual Owner

Partnership/Partner

Limited Partnership/General Partner

Corporation/Officer

Limited Liability Company/ Officer or Manager

WARNING: Section 101.69 of the Texas Alcoholic Beverage Code states: "... a person who makes a false statement or false representation in an application for a permit or license or in a statement, report, or other instrument to be filed with the Commission and required to be sworn commits an offense punishable by imprisonment in the Texas Department of Criminal Justice for not less than 2 nor more than 10 years."

BY SIGNING YOU ARE SWEARING TO ALL INFORMATION AND ATTACHMENTS TO THIS PACKET.

PRINT
NAME

MANJINDER SINGH

SIGN
HERE

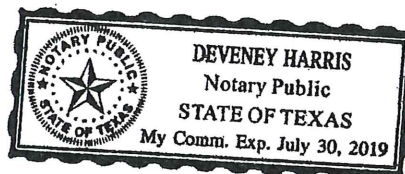
TITLE MEMBER

Before me, the undersigned authority, on this 17th day of May, 2016, the person whose name is signed to the foregoing application personally appeared and, duly sworn by me, states under oath that he or she has read the said application and that all the facts therein set forth are true and correct.

SIGN
HERE

Deveney Harris
NOTARY PUBLIC

SEAL

**CERTIFICATE OF CITY SECRETARY (FOR P, Q, BF & BQ)**

Sections 11.37 & 61.37

I hereby certify on this _____ day of _____, 20____, that the location for which the license/permit is sought is inside the boundaries of this city or town, in a "wet" area for such license/permit, and not prohibited by charter or ordinance in reference to the sale of such alcoholic beverages.

SIGN
HERE

City Secretary/Clerk

City

TEXAS

SEAL

CERTIFICATE OF COUNTY CLERK (FOR P, Q & BF)

Sections 11.37 & 61.37

I hereby certify on this _____ day of _____, 20____, that the location for which the license/permit is sought is in a "wet" area for such license/permit, and is not prohibited by any valid order of the Commissioner's Court.

SIGN
HERE

County Clerk

COUNTY

SEAL

CERTIFICATE OF COUNTY CLERK (FOR BQ)

Section 11.37

I hereby certify on this _____ day of _____, 20____, that the location for which the license/permit is sought as the place of business is in a "wet" area and is not prohibited by any valid order of the Commissioner's Court for a Wine and Beer Retailer's Off-Premise Permit.

Most current election for given location was held for:

- ☐ legal sale of all alcoholic beverages for off-premise consumption
☐ legal sale of all alcoholic beverages
☐ legal sale of all alcoholic beverages except mixed beverages
☐ legal sale of all alcoholic beverages including mixed beverages
☐ legal sale of mixed beverages
☐ legal sale of mixed beverages in restaurants by food and beverage certificate holders
☐ legal sale of wine on the premises of a holder of a winery permit
☐ legal sale of beer/wine (17%) on-premise or beer/wine off-premise **AFTER** Sept. 1, 1999
☐ legal sale of beer/wine (14%) on-premise or beer/wine off-premise **BEFORE** Sept. 1, 1999

SIGN

HERE _____

County Clerk

COUNTY _____

S E A L**COMPTROLLER OF PUBLIC ACCOUNTS CERTIFICATE**

Sections 11.46(b) & 61.42(b)

This is to certify on this _____ day of _____, 20____, the applicant holds or has applied for and satisfies all legal requirements for the issuance of a Sales Tax Permit under the Limited Sales, Excise and Use Tax Act or the applicant as of this date is not required to hold a Sales Tax Permit.

Sales Tax Permit Number _____ Outlet Number _____

Print Name of Comptroller Employee _____

Print Title of Comptroller Employee _____

SIGN

HERE _____

FIELD OFFICE _____

S E A L**PUBLISHER'S AFFIDAVIT (FOR BQ, BF, P & Q)**

Sections 11.39 & 61.38

Name of newspaper	
City, County	
Dates notice published in daily/weekly newspaper (mm/dd/yyyy)	
<i>Publisher or designee certifies attached notice was published in newspaper stated on dates shown.</i>	
Signature of publisher or designee	
Sworn to and subscribed before me on this date	
Signature of Notary Public	
S E A L	

**ATTACH PRINTED
COPY OF THE
NOTICE HERE**



OWNERSHIP INFORMATION Continued for Prequalification Packet

L-OIC
(01/2016)

LOCATION INFORMATION

1. Trade Name of Location
SIDAK PETRO#2

2. Location Address
415 S DEWEY AVE

City
SHERMAN

County
GREYSON

State Zip Code
TX 75090

OWNER INFORMATION

3. Type of Owner

- | | | |
|--|--|---|
| ☐ Individual | ☒ Corporation | ☐ City/County/University |
| ☐ Partnership | ☐ Limited Liability Company | ☐ Other _____ |
| ☐ Limited Partnership | ☐ Joint Venture | |
| ☐ Limited Liability Partnership | ☐ Trust | |

Last Name PANDHER	First Name AMARPREET	MI	Title PRESIDENT
-----------------------------	--------------------------------	----	---------------------------

Last Name SINGH	First Name MANJINDER	MI	Title MEMBER
---------------------------	--------------------------------	----	------------------------

Last Name	First Name	MI	Title
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Last Name	First Name	MI	Title
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Last Name	First Name	MI	Title
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Last Name	First Name	MI	Title
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Last Name	First Name	MI	Title
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Last Name	First Name	MI	Title
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Last Name	First Name	MI	Title
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Last Name	First Name	MI	Title
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Last Name	First Name	MI	Title
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Last Name	First Name	MI	Title
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Last Name	First Name	MI	Title
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BUSINESS PACKET

L-B
(01/2016)

You must complete the entire Business Packet including all necessary ownership information and personal history sheets. Select the entity page(s) that coincides with your business structure. All officers, directors, stockholders, trustees, and beneficiaries holding ownership in this business must be disclosed.

- L-C (Corporation, Trust, City, County or University)
- L-LLC (Limited Liability Company)
- L-P (Partnership)
- L-PHS (Personal History Sheet)

If you are applying as an individual, you will submit this page and the L-PHS (Personal History Sheet).

OWNER INFORMATION

1. Type of Owner

- | | | |
|--|--|---|
| ☐ Individual | ☐ Limited Partnership | ☐ City/County/University |
| ☒ Corporation | ☐ Limited Liability Partnership | ☐ Other _____ |
| ☐ Limited Liability Company | ☐ Trust | |
| ☐ Partnership | ☐ Joint Venture | |

2. Business Owner/Applicant

SIDAK PETRO INC

3. Federal Employer Identification No. (FEIN)

27-3172795

BUSINESS INFORMATION

4. Has any person listed in this Business Packet, or his or her spouse, been finally convicted or received deferred adjudication for any of the following offenses? ☐ Yes ☒ No

If "YES," indicate type of offense and attach an explanation:

- ☐ any felony offense
- ☐ prostitution
- ☐ bookmaking
- ☐ gambling or gaming
- ☐ bootlegging
- ☐ vagrancy offense involving moral turpitude
- ☐ any offense involving dangerous drugs or controlled substances as defined in Texas Controlled Substances Act
- ☐ any offense involving firearms or a deadly weapon
- ☐ more than three violations of the Texas Alcoholic Beverage Code relating to minors
- ☐ violations of the Texas Alcoholic Beverage Code resulting in a criminal fine of \$500
- ☐ violations of an individual's civil rights or discrimination against an individual on the basis or race, color, creed or national origin

If "YES," has it been five years since the termination of a sentence, parole or probation served for any offenses indicated above? ☐ Yes ☒ No

If "NO," attach an explanation.

5. Has any person listed in this Business Packet, or his or her spouse, had a cancellation of a license or permit in the past five years? ☐ Yes ☒ No

If "YES," attach an explanation.

The applicant, license/permit holder, agent, servant or employee may not directly or indirectly have any overlapping ownerships or other prohibited relationships (including unfair competition and unlawful trade practices) between those engaged in the alcoholic beverage industry at different levels, that is, between a manufacturer and a wholesaler or retailer, or between a wholesaler and a retailer, as the words "wholesaler," "retailer," and "manufacturer" are ordinarily used and understood, regardless of the specific names given a license/permit. Reference Chapter 102 et seq.

6. Is any person, involved in this application, in violation of the above requirements? ☐ Yes ☐ No
If "YES," attach an explanation.

**WARNING AND
SIGNATURE**

If Applicant Is/Must Sign

Individual/Individual Owner

Corporation/Officer

Partnership/Partner

Limited Liability Company/ Officer or Manager

Limited Partnership/General Partner

EACH LICENSEE OR PERMITTEE SHALL HAVE EXCLUSIVE OCCUPANCY AND CONTROL OF THE ENTIRE LICENSED LOCATION WITH RESPECT TO SALE OF ALCOHOLIC BEVERAGES. ANY ARRANGEMENT THAT SURRENDERS SUCH CONTROL OF THE EMPLOYEES, PREMISES OR BUSINESS, INCLUDING PROFITS AND LOSSES, TO PERSONS OTHER THAN THE LICENSEE OR PERMITTEE IS UNLAWFUL.

WARNING: Section 101.69 of the Texas Alcoholic Beverage Code states: "...a person who makes a false statement or false representation in an application for a permit or license or in a statement, report, or other instrument to be filed with the Commission and required to be sworn commits an offense punishable by imprisonment in the Texas Department of Criminal Justice for not less than 2 nor more than 10 years."

BY SIGNING YOU ARE SWEARING TO ALL INFORMATION AND ATTACHMENTS TO THIS PACKET.

PRINT
NAME

MANJINDER SINGH

SIGN
HERE

Manjinder Singh

TITLE

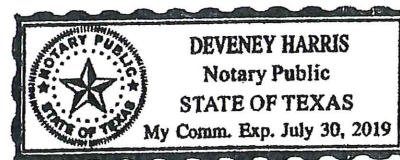
MEMBER

Before me, the undersigned authority, on this 17th day of May, 2016, the person whose name is signed to the foregoing application personally appeared and, duly sworn by me, states under oath that he or she has read the said application and that all the facts therein set forth are true and correct.

SIGN
HERE

Deveney Harris
NOTARY PUBLIC

SEAL





CORPORATION

L-C
(05/2016)

This Corporation form should be completed for original applications or for changes of officers, directors, stockholders, trustees, and beneficiaries holding ownership in this business. This form is included in the Business Packet (L-B) for new applicants. License/Permit holders reporting changes use Business Packet for Reporting Changes (L-BRC).

For more information contact your local TABC office or visit us at: www.tabc.texas.gov

ENTITY INFORMATION

1. Federal Employer Identification Number (FEIN)

27-3172795

2. Business Entity Name

SIDAK PETRO#2

3. Filing Number

4. Date Filed (mm/dd/yyyy)

State

TX

Class and Number of Shares Issued

CORPORATE OWNERSHIP INFORMATION

☒ Officer ☐ Director ☐ Stockholder ☐ Trustee/Beneficiary

SSN ☐ Out of Country
398-21-8122

Issuing State/DL No.
KY S05368900

Date of Birth (mm/dd/yyyy)
09/02/1981

Class & No. of Shares
50

Last Name

PANDHER

First Name

AMARPREET

MI

Title

PRESIDENT

☒ Officer ☐ Director ☐ Stockholder ☐ Trustee/Beneficiary

SSN ☐ Out of Country
399-21-2405

Issuing State/DL No.
WI S5205407726203

Date of Birth (mm/dd/yyyy)
07/22/1977

Class & No. of Shares
50

Last Name

SINGH

First Name

MANJINDER

MI

Title

MEMBER

☐ Officer ☐ Director ☐ Stockholder ☐ Trustee/Beneficiary

SSN ☐ Out of Country

Issuing State/DL No.

Date of Birth (mm/dd/yyyy)

Class & No. of Shares

Last Name

First Name

MI

Title

☐ Officer ☐ Director ☐ Stockholder ☐ Trustee/Beneficiary

SSN ☐ Out of Country

Issuing State/DL No.

Date of Birth (mm/dd/yyyy)

Class & No. of Shares

Last Name

First Name

MI

Title

CORPORATE OWNERSHIP INFORMATION CONTINUED☐ Officer ☐ Director ☐ Stockholder ☐ Trustee/BeneficiarySSN ☐ Out of Country Issuing State/DL No. Date of Birth (mm/dd/yyyy) Class & No. of Shares

Last Name

First Name

MI

Title

☐ Officer ☐ Director ☐ Stockholder ☐ Trustee/BeneficiarySSN ☐ Out of Country Issuing State/DL No. Date of Birth (mm/dd/yyyy) Class & No. of Shares

Last Name

First Name

MI

Title

☐ Officer ☐ Director ☐ Stockholder ☐ Trustee/BeneficiarySSN ☐ Out of Country Issuing State/DL No. Date of Birth (mm/dd/yyyy) Class & No. of Shares

Last Name

First Name

MI

Title

☐ Officer ☐ Director ☐ Stockholder ☐ Trustee/BeneficiarySSN ☐ Out of Country Issuing State/DL No. Date of Birth (mm/dd/yyyy) Class & No. of Shares

Last Name

First Name

MI

Title

☐ Officer ☐ Director ☐ Stockholder ☐ Trustee/BeneficiarySSN ☐ Out of Country Issuing State/DL No. Date of Birth (mm/dd/yyyy) Class & No. of Shares

Last Name

First Name

MI

Title

☐ Officer ☐ Director ☐ Stockholder ☐ Trustee/BeneficiarySSN ☐ Out of Country Issuing State/DL No. Date of Birth (mm/dd/yyyy) Class & No. of Shares

Last Name

First Name

MI

Title

☐ Officer ☐ Director ☐ Stockholder ☐ Trustee/BeneficiarySSN ☐ Out of Country Issuing State/DL No. Date of Birth (mm/dd/yyyy) Class & No. of Shares

Last Name

First Name

MI

Title

IF YOU NEED MORE SPACE USE ADDITIONAL COPIES OF THIS PAGE



PERSONAL HISTORY SHEET

L- PHS
(01/2016)

Answer all questions. Any false statement will disqualify you and subject you to prosecution under section 101.69 of the Texas Alcoholic Beverage Code and other criminal statutes.

APPLICANT

1. Trade Name: SIDAK PETRO#22. Location Address: 415 S DEWEY AVE. SHERMAN TX 750903. Applicant's Marital Status: ☐ Single ☒ Married ☐ Divorced ☐ Widowed4. Applicant's Social Security Number
398-21-8122Issuing State/ Driver's License No
KY S05368900Date of Birth (mm/dd/yyyy)
09/02/1981Applicant's Full Legal Name (Last, First, Middle)
PANDHER AMARPREET SINGHPlace of Birth (City, State, Country)
PATIALA-INDIAApplicant's Email Address
SIDAKPETRO@GMAIL.COMRace
ASIANSex
MALEHeight
6'3Weight
250Hair Color
BLACKEye Color
BLACK

APPLICANT'S SPOUSE

5. Spouse's Social Security Number

Issuing State/ Driver License Number

Date of Birth (mm/dd/yyyy)

Spouse's Full Legal Name (Last, First, Middle)

Place of Birth (City, State, Country)

Race

Sex

Height

Weight

Hair Color

Eye Color

OTHER RESIDENT

6. Do you live with anyone over the age of 18, other than your spouse?

6. ☐ YES ☒ NO

If "YES," please provide their information below: (If additional space is needed, please attach a page with information.)

Social Security Number

Issuing State/ Driver's License No

Date of Birth (mm/dd/yyyy)

Relationship

Full legal name (Last, First, Middle)

Race

Sex

RESIDENTIAL ADDRESSES

7. List residential addresses for the past five (5) years starting with current address.

If you have not lived in Texas for the previous 12 months, you are required to provide TABC with a certified copy of your criminal background check from the state police or FBI of any state where you lived in the previous five years.
(If additional space is needed, please attach a list with the following information.)

Number and Street	City, State, ZIP	From (mm/yyyy)	To (mm/yyyy)
943 ASPEN WAY	PADUCAH KY 42003	10/2007	PRESENT

8. Business Phone No.
270-443-7737

Residential Phone No.

Mobile Phone No. (optional)
270-201-0366

RESIDENT STATUS

9A. Are you a U.S. citizen?

9A. ☒ YES ☐ NO

B. If "YES," answer the following:



Native Born

Naturalized. If "Naturalized," Provide the "A" Number 099288602

C. If "NO," answer the following: What is your legal status in the United States? Explain below, or attach a page with information.

D. Provide all documents such as Visa, Resident Alien, Employment Authorization Documents, etc.
(If additional space is needed, please attach a page with information.)TABC
USE
ONLYAPPLICANT ☐ YES ☐ NOSPOUSE ☐ YES ☐ NOOTHER ☐ YES ☐ NO

CH - Date Entered

Supervisor's Signature

Destroy Date

EMPLOYMENT HISTORY

10. List employment for the *past five (5) years* beginning with your current employer. Indicate periods of unemployment or retirement, including dates. If retired, include name of company from which you retired and the position you held. Also indicate if not employed outside your home.
(If additional space is needed, attach a separate sheet.)

Name of Employer	Address (Street, City, State, ZIP)	Position Held	From (mm/yyyy)	To (mm/yyyy)
STAR MART INC	2213 BRIDGE ST	OWNER	10/2004	PRESENT
	PADUCAH KY 42003			

INDIVIDUAL FINANCIAL INFORMATION

11. This section is for you to list the total amount of your personal investment in this location. Include notes, loans, gifts, cash, services or equipment, and operating capital. Provide investment details. Account for the original source of all investments (how acquired). Enter total dollar amount on the line of the amount invested column.
(If additional space is needed, attach a separate sheet.)

NOTE: If investment is in the form of a loan or gift, attach name of lender or financial institution, address, terms and security and loan/gift documents. If from an individual, attach personal information for all individuals including: Name, Social Security and Driver License Numbers, date of birth, race, sex, etc.

Amount Invested	Original Source of Investment (loans, previous employment, etc.)
\$	
\$	
\$	
\$	
\$	
\$	
\$	
\$	TOTAL AMOUNT OF PERSONAL INVESTMENT

SIGN AND NOTARIZE APPLICATION

WARNING: Section 101.69 of the Texas Alcoholic Beverage Code states: "...a person who makes a false statement or false representation in an application for a permit or license or in a statement, report, or other instrument to be filed with the Commission and required to be sworn commits an offense punishable by imprisonment in the Texas Department of Criminal Justice for not less than 2 nor more than 10 years."

I, under penalty of law, hereby swear that I have read all the information provided in this document and any attachments and the information is true and correct. I also understand any false statement or representation in this application can result in my application being denied and/or criminal charges filed against me. I also authorize the Texas Alcoholic Beverage Commission to use all legal means to verify the information provided.

PRINT

NAME:

AMARPREET PANDHAR

AUTHORIZED
SIGNATURE:

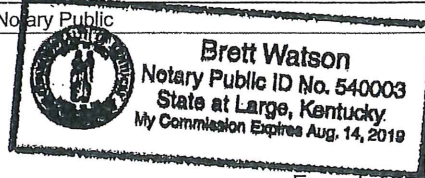
[Signature]

BEFORE ME, the undersigned authority, on this 13th day of May, 20 16 the person whose name is signed to the foregoing document personally appeared and duly sworn by me, each states under oath that he or she has read the said document and that all facts therein set forth are true and correct.

SIGN
HERE:

[Signature: Brett Watson]

Notary Public



(SEAL)

PUBLIC RECORDS DEPARTMENT
Phone No. (903) 892-7204
Fax No. (903) 892-7394

May 18, 2016

Sidak Petro #2
Attn: Goldy Singh
4049 Boat Club Road
Lake Worth, Texas 76135

RE: Sidak Petrol #2
415 S. Dewey Avenue

Dear Mr. Singh:

Your application for a "Wine and Beer Retailer's Off-Premise Permit" has been denied. Upon inspection, it was found that your business is within 300 feet of a public school.

Section 4.14.035 of the City Code of Ordinances, states that the minimum distance between retail stores that offer the sale of beer and wine for off-premise consumption and public or private schools or day care facilities is 300 feet. Measurements are made from property line to property line and in a direct line across intersections.

The store must also be 300 feet from churches. This measurement is made along the property lines of the street fronts and from front door to front door, in a direct line across intersections. I have included a copy of Article 4.14 from the City Code of Ordinances, for your information.

Sincerely,



Linda Ashby
City Clerk

cc: Brandon Shelby, City Attorney
Scott Shadden, Director of Developmental Services

Manjinder Singh
Sidak Petro Inc Dba Sidak Petro #2
415 S Dewey Ave
Sherman TX 75091
5/19/2016

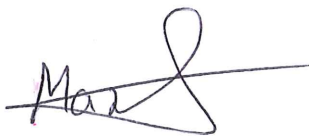
City Of Sherman
City Clerk's Office
Sherman TX 75091

To The City Clerk:

I am writing a letter of appeal on behalf of my company Sidak Petro Inc. dba Sidak Petro #2 located at 415 S Dewey Ave Sherman TX 75091. We would like to apply for a Variance for our property so can we are in compliance with all state and local Ordinances that would allow us to apply for a BQ beer license. We would really appreciate if you would grant us this variance as it is very hard for our company to be successful and compete with other businesses in the area as we currently don't have a BQ license. We have Already contacted the state TABC office and they have no objection if the City of Sherman signs off on the application that is already submitted to your office. We have been at the current location doing business for the last 5 years.

Sincerely,

Manjinder Singh
Sidak Petro Inc Dba Sidak Petro #2





Sec. 4.14.035 Development standards

(a) Beer and wine for off-premises consumption only. The sale of beer and wine is permitted only in a zoning district where retail sales are allowed. The minimum distance between retail stores that offer the sale of beer and wine for off-premises consumption and the following uses are:

(1) Schools (public and private) and day care centers: 300 feet. As allowed by state law, a school may petition for 1,000 feet. All measurements of distances are as provided for in state law (property line to property line and in a direct line across intersections).

(2) Churches: 300 feet. All measurements of distances are as provided for in state law (along the property lines of the street fronts and from front door to front door, and in a direct line across intersections).

(3) Hospitals: 300 feet. All measurements of distances are as provided for in state law (along the property lines of the street fronts and from front door to front door, and in a direct line across intersections).

(b) Mixed beverages in a restaurant by food and beverage certificate holders only. The sale of mixed beverages in a restaurant by food and beverage certificate holders is allowed in any zoning district where restaurants are allowed. The holder of a permit under this subsection shall be required to meet distance requirements as set forth in subsection (a), above.

(Ordinance 5308 adopted 7/5/05)



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

415 S Dewey
1 inch = 200 feet





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. F. 2.

Meeting Date: 06/20/2016

Prepared By: Don Keene, Assistant City Manager

Approved By: Robby Hefton, City Manager

Caption:

OTHER BUSINESS

Consider the Abatement of Substandard Structures at the Following Locations:

- 1323 East Cherry (East Side Addn, Block 2, Lot Pt 2), Livia Ricketts Douglas, Owner
- 817 East Lamar (Chaffins 1st Addn, Block 11, Lot 9 & 10), Marshall D. Fulmer, Owner
- 1525 North Shannon (Shannon R E 1st Addn, Block 3, Lot Pt 1), Cecil R. Crockett, Owner

Issue:

Consider the demolition of substandard structures at 1323 East Cherry, 817 East Lamar and 1525 North Shannon. Upon further inspection by City staff, little progress has been made in repairing/improving these structures to a safe, acceptable standard.

Background:

At the June 6th meeting, the City Council considered the abatement of substandard structures at 1323 East Cherry, 817 East Lamar, 905 South Willow, 1818 South Montgomery, 518 South Vaden, 1525 North Shannon and 209 East College. The owners of 1323 East Cherry, 817 East Lamar and 1525 North Shannon appeared and spoke in defense of their properties, asking for additional time to perform research required to bring the properties up to code. The Council approved moving forward with the demolition of the substandard structures at 905 South Willow, 1818 South Montgomery, 518 South Vaden and 209 East College. The Council tabled the abatement of the substandard structures at 1323 East Cherry, 817 East Lamar and 1525 North Shannon for two weeks, until the June 20th Council meeting, when the property owners will return to the Council meeting and report on their progress.

The City's Substandard Structure Code provisions encourage property owner maintenance in order to reduce blight throughout the city. While the program has seen some success, there have been challenges with absentee ownership. In an effort to streamline the process and allow the City to more effectively manage the program, at the April 4, 2016 meeting, the City Council adopted Ordinance No. 5945 to delete the code provisions relating to a Substandard Structure Commission and to place direction for the abatement of substandard structures in the hands of the City Council.

The properties at 1323 East Cherry, 817 East Lamar, 905 South Willow, 1818 South Montgomery, 518 South Vaden, 1525 North Shannon, and 209 East College are the first substandard structures to be presented to the City Council under the revised program. It has been determined through a detailed inspection process that the above structures are dilapidated and/or unsafe and a nuisance to the neighborhood. We have followed the procedures to post, notify and publish notice of this public hearing to receive input from persons who have a legal interest in the properties.

Origination:

Mayor and City Council
City staff

Financial Consideration:

Approximate Abatement Costs:

- 1323 East Cherry: \$4,000-\$6,000
- 817 East Lamar: \$3,000-\$5,000
- 1525 North Shannon: \$1,500-\$2,000

Funds are available in the current budget for these demolitions.

Staff Recommendation:

It is recommended that the Council direct staff to proceed with one of the following:

1. Demolish the structure; or
2. Allow one more opportunity to the owner of the property to bring it into compliance with City code by meeting the following requirements:
 - a. Obtain all necessary permits within ten (10) business days (by end of business on July 5, 2016)
 - b. Repair/improve property to comply with all City code within 120 days (by October 18, 2016)

(Failure to complete either (a) or (b), as detailed above, will result in the demolition of the structure.)

Alternatives:

As directed by the Council

Attachments

Ordinance No. 5945

Overall Location Map

1323 E Cherry

817 E Lamar

1525 N Shannon

Summary of Substandard Structures

ORDINANCE NO. 5945

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING CHAPTER 3 OF THE CODE OF ORDINANCES, ENTITLED "BUILDING REGULATIONS", AT ARTICLE 3.06, ENTITLED "HOUSING CODE", DIVISION 2, ENTITLED "DANGEROUS BUILDINGS", SECTIONS 3.06.010, 3.06.012, 3.06.014, 3.06.015, 3.06.016, 3.06.017, AND 3.06.018, AND DELETING IN ITS ENTIRETY SECTION 3.06.011; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER CLAUSE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That Chapter 3, Article 3.06, Division 2, Section 3.06.010 of the Code of Ordinances of the City of Sherman, Texas be and is hereby amended so that such section shall read as follows:

Sec. 3.06.010 Definitions

The words and phrases contained herein shall have the following meaning ascribed to them unless the context states otherwise:

~~(a) — Board. The Standard Unsafe Building Code Board of Adjustments and Appeals.~~

~~(b)~~ (a) Building. Includes, but is not limited to, any building, fence, awning, canopy, sign, shed, garage, house, tent, trailer or other structure whatsoever.

~~(c)~~ (b) Dangerous building. Any building that does not comply with the minimum standards, as defined herein.

~~(d)~~ (c) Minimum standard. The minimum standards for continued use and occupancy of a building as set forth in section 3.06.003 herein.

~~(e)~~ (d) Owner of record. Any person, agent, firm, corporation or governmental agency shown to be the owner or owners of a building in:

- (1) The real property, assumed name, or appraisal district record of the county;
- (2) The tax or utility records of the city; or
- (3) The records of the secretary of state.

(f) (e) Public nuisance.

- (1) Whatever is dangerous to human life or health; whatever renders the ground, water, air or food hazardous to human life, or health, or that is offensive to the senses; or that is or threatens to become detrimental to the public health; or
- (2) Any building that creates a hazard to health, safety, comfort or welfare is a public nuisance.

SECTION 2. That Chapter 3, Article 3.06, Division 2, Section 3.06.011 of the Code of Ordinances of the City of Sherman, Texas be and is hereby deleted in its entirety:

~~Sec. 3.06.011 Substandard structure commission~~

~~(a) — A substandard structure commission (“commission”) is hereby created and established for the express purpose of providing for the final interpretation and implementation of the provisions of this article. The commission shall consist of three (3) members and two (2) alternates who are not employees of the jurisdiction having authority and shall be appointed by the council. The composition of the board [commission] shall be architects, engineers, real property owners, or members at large from the electrical, plumbing, air conditioning, construction or housing industry.~~

~~(b) — Two (2) members of the commission shall constitute a quorum. In the application of any provisions of this code, affirmative votes of the majority present, but not less than two affirmative votes, shall be required. A board [commission] member shall not act in a case in which he has a personal interest.~~

SECTION 3. That Chapter 3, Article 3.06, Division 2, Section 3.06.012 of the Code of Ordinances of the City of Sherman, Texas be and is hereby amended so that such section shall read as follows:

Sec. 3.06.012 Abatement of substandard structures

- (a) It shall be unlawful for any owner or other person in control of a building to allow that building to be in a condition that does not conform to the minimum standards.
- (b) Any building that does not conform to the minimum standards is hereby declared to be a public nuisance and shall be subject to abatement by repair, demolition, or removal as necessary upon the issuance of an order to abate issued by the ~~commission~~ *City Council* in accordance with the procedures specified in this article.

SECTION 4. That Chapter 3, Article 3.06, Division 2, Section 3.06.014 of the Code of Ordinances of the City of Sherman, Texas be and is hereby amended so that such section shall read as follows:

Sec. 3.06.014 Inspection and notice of abatement

- (a) The city manager shall designate an appropriate official ("building official") of the city to inspect or cause to be inspected any building that he has probable cause to believe does not meet the minimum standards. If the inspecting official is unable to obtain permission to search the building from the owner or a person in control of the premises, the city shall apply for an administrative search warrant pursuant to Texas Code of Criminal Procedure section 18.05, as amended, unless an exception to the warrant requirement exists.
- (b) After completing the inspection, the inspecting official shall determine if the building is a substandard structure.
- (c) After an initial determination that a building is a substandard structure, the inspecting official will notify the owner of record of the building, by certified mail, return receipt requested, of the nature of the violation(s) of the minimum standards.
- (d) The inspecting official shall also notify the owner of record of the building, by certified mail, return receipt requested, that the building is a substandard structure and that the owner must repair, demolish, or remove the building for the good of the public health, safety and welfare.
- (e) The inspecting official shall also notify the owner of record of the building, by certified mail, return receipt requested, that if said violations have not been cured after a period of thirty (30) days the inspection official ~~will~~ *may* cause a hearing to be held ~~with the substandard structure commission before the City Council~~ in accordance with this article.
- (f) A notice shall be posted on the dangerous building as follows:

"THIS BUILDING IS A SUBSTANDARD STRUCTURE ACCORDING TO THE MINIMUM STANDARDS SET FORTH IN THE OFFICIAL CODE OF THE CITY OF SHERMAN, CHAPTER 3, ARTICLE 3.06 AND THE OWNER MUST REPAIR, DEMOLISH OR REMOVE IT.

CONTACT _____ AT _____ FURTHER INFORMATION.

DATE: _____"

SECTION 5. That Chapter 3, Article 3.06, Division 2, Section 3.06.015 of the Code of Ordinances of the City of Sherman, Texas be and is hereby amended so that such section shall read as follows:

Sec. 3.06.015 ~~Commission's~~ Order to Abate

- (a) General. Whenever the building official has inspected or caused to be inspected any structure or lot and has found and determined that such structure or lot is substandard, he may commence proceedings to cause repair, rehabilitation, or demolition of the structure or lot.

(b) Notice and administrative order to abate. The building official shall issue a notice and administrative order to abate a substandard structure or lot. The notice and administrative order shall contain:

- (1) The street address and a legal description sufficient for identification of the premises upon which the structure is located.
- (2) A statement that the building official has found the structure or lot to be substandard with a brief and concise description of the conditions found to render the structure or lot substandard under the provisions of this chapter.
- (3) A statement of the action recommended to be taken as determined by the building official as follows:
 - (A) If the building official has determined that the structure or lot must be repaired or remediated, the administrative order shall require that all required permits be secured and work physically commenced within thirty (30) days from the date of the administrative order.
 - (B) If the building official has determined that the structure must be demolished, the administrative order shall require that all required permits be secured and work physically commenced within thirty (30) days from the date of the administrative order.
- (4) A statement advising that a notice of hearing is forthcoming and a description of the hearing. The hearing shall provide the ~~commission~~ *City Council* the means to consider or determine whether a structure or lot complies with the standards set forth herein and to consider or determine whether a structure or lot must be repaired or demolished, as recommended by the building official in the notice and administrative order.
- (5) Statements advising that if the owner or owners of record are in full agreement with a demolition order, and that if the owner or owners of record are financially unable to abate such nuisance, then the owner or owners of record may grant the city written permission to abate said nuisance, and, in doing so shall grant the city a lien against the real property as described in this article.

(c) Notice of hearing. The building official shall give notice of a public hearing to all known owners; lienholders, or mortgagees for the ~~commission~~ *City Council* to consider or determine whether a structure or lot complies with this code and to consider or determine whether a structure or lot must be repaired, secured or demolished. The notice shall be mailed and posted as provided herein, and published in the official newspaper of the city on one occasion, on or before the tenth (10th) day before the date of the hearing. The notice of hearing shall contain:

- (1) The name and address of the owner of the affected property, if known;

- (2) A legal description of the property, as well as the physical address;
- (3) A description of the hearing;
- (4) The date, time, and place of the public hearing. This date shall be established not less than ten (10) days from the date of the administrative order;
- (5) A statement advising that securing the required permits and physically commencing the required action shall be considered as intent to comply with the administrative order to abate, and that the hearing shall be temporarily postponed. Should abatement halt, or not progress at a rate determined to be reasonable by the building official, the hearing shall be recalled; and
- (6) Statement that the owner; lienholder; or mortgagee will be required to submit at the hearing proof of the scope of any work that may be required to comply with this article and the time it will take to reasonably perform the work.

(d) Service of notice and administrative order to abate and notice of hearing. The notice of the administrative order to abate, the notice of hearing and any supplemental notices or orders shall be served upon the owner; lessor, lienholder; and mortgagees of record and occupant, if different than the owner of the structure or lot. Service of these notices and orders shall be made upon all persons entitled thereto either personally or by mailing a copy of such notice by certified mail, return receipt requested, and an optional second copy by regular mail, to each such person at his address as it appears on the county tax rolls, or as discovered by due diligence, as defined by subsections (d)(1)–(d)(6) of this section, and the notice shall be posted on the front door of each improvement situated on the affected property or as close to the front door as practical. The following of these procedures shall be prima facie evidence of notification. If a certified notice is returned as refused or unclaimed, the validity of the notice is not affected, and the notice shall be deemed delivered. The city has satisfied the requirements of this section to make a diligent effort to determine the identity and address of an owner, a lienholder, or a mortgagee if the city searches the following records:

- (1) County real property records of the county in which the building is located;
- (2) Appraisal district records of the appraisal district in which the building is located;
- (3) Records of the secretary of state;
- (4) Assumed name records of the county in which the building is located;
- (5) City tax records; and
- (6) City utility records.

(e) Filing of notice and administrative order at the county. A copy of the notice and any administrative orders, or such orders as may be issued pursuant to these provisions, shall be filed

with the county deed records in the county where the property is located. The notice must contain the name and address of the owner of the affected property if that information can be determined from a reasonable search of the instruments on file in the office of the county clerk, or upon a due diligence search as set forth herein, a legal description of the affected property, and a description of the proceeding. The filing of said notice and any said orders, is binding on subsequent grantees, lienholders, or other transferees of an interest in the property who acquire such interest after the filing of said notice or any said orders, and constitutes notice of said hearing and notice of any said orders, on any subsequent recipient of any interest in the property who acquires such interest after the filing of said notice or filing of any said orders.

(f) Meeting/public hearing. During an officially convened meeting, the ~~commission~~ *City Council* shall hold a public hearing on each case and shall hear such testimony as may be presented by any department of the city, the housing inspector, or the owner, occupant, mortgagee or any other person having an interest in such building to determine whether a building complies with the standards of this code. The owner, lienholder, or mortgagee has the burden of proof to demonstrate the scope of any work that may be required to comply with this code and the time it will take to perform the work. After all testimony has been received, the public hearing shall be closed and the ~~commission~~ *City Council* shall deliberate on the case in open session. ~~The commission shall make written findings of fact from the testimony offered as to whether the building complies with the standards of this code.~~

~~(1) After the meeting, if~~

~~If a building is found in violation of the standards set forth herein, the~~ *commission City Council* may order that the building be secured, repaired, removed, or demolished by the owner within a reasonable time ~~as provided herein~~. The ~~commission~~ *City Council* reserves the right to determine what is a reasonable amount of time to perform the ordered work.

~~(2) The commission shall require the owner, lienholder, or mortgagee of the building to, within thirty (30) days:~~

~~(A) Secure the building from unauthorized entry or use; or~~

~~(B) Repair, remove, or demolish the building, unless the owner, lienholder, or mortgagee establishes at the hearing that the work cannot reasonably be performed within thirty (30) days.~~

~~If the commission allows the owner, lienholder, or mortgagee more than thirty (30) days to repair, remove, or demolish the building, the commission shall establish specific schedules for the commencement and performance of the work and shall require the owner, lienholder, or mortgagee to secure the property in an approved manner from unauthorized entry while the work is being performed, as determined by the commission.~~

~~(3) The commission may not allow the owner, lienholder, or mortgagee more than ninety (90) days to repair, remove, or demolish the building or fully perform all~~

~~work required to comply with the order unless the owner, lienholder, or mortgagee:~~

- ~~(A) — Submits a detailed plan and time schedule for the work at the hearing; and~~
- ~~(B) — Establishes at the hearing that the work cannot justifiably be completed within ninety (90) days because of the scope and complexity of the work.~~

~~If the commission allows the owner, lienholder, or mortgagee more than ninety (90) days to complete any part of the work required to repair, remove, or demolish the building, the commission shall require the owner, lienholder, or mortgagee to regularly submit progress reports to the building official and to the commission to demonstrate that the owner, lienholder, or mortgagee has complied with the time schedules established, for commencement and performance of work. The order may require that the owner, lienholder, or mortgagee appear before the commission to demonstrate compliance with the time schedule.~~

(g) Post meeting procedure. The ~~secretary for the commission~~ *City Attorney* shall, within ten (10) days after the date the order is issued:

- (1) File a copy of the order in the office of the city clerk;
- (2) Publish in a newspaper of general circulation in the city a notice containing:
 - (A) The street address or legal description of the property;
 - (B) The date of the hearing;
 - (C) A brief statement indicating the results of the order; and
 - (D) Instructions stating where a complete copy of the order may be obtained; and
- (3) Shall promptly mail by certified mail, return receipt requested, and an optional second copy by regular mail, a copy of the order to the owner; any lienholder, and any mortgagee of the building, as determined by due diligence, as defined herein.

SECTION 6. That Chapter 3, Article 3.06, Division 2, Section 3.06.016 of the Code of Ordinances of the City of Sherman, Texas be and is hereby amended so that such section shall read as follows:

Sec. 3.06.016 Enforcement

- (a) Criminal.

(1) A person who violates a provision of this code, or who fails to perform an act required of him by this code, or who, fails to adhere to an order issued by the ~~commission~~ *City Council* under this code, commits a class C misdemeanor offense. A person commits a separate offense each day or portion of a day during which a violation is committed, permitted, or continued.

(2) An offense under this code is punishable by a fine of \$500.00 per day per violation.

(3) Allegation and evidence of a culpable mental state is not required for the commission of an offense under this code.

(b) Civil.

(1) The city may, in accordance with sections 54.012 et seq. of the Texas Local Government Code, as amended, bring a civil action against a person violating a provision of this code relating to dangerously damaged or deteriorated structures or improvements or for conditions caused by accumulations of trash, garbage, refuse, vegetation, or other matter that creates breeding and living places for insects and rodents.

(2) The civil action may include, but is not limited to, a suit to recover a civil penalty not to exceed \$1,000.00 for each day or portion of a day during which the violation is committed, continued, or permitted by the owner or occupant of the property, as provided below.

(3) The city, by ~~order~~ *Resolution* of the ~~commission~~ *City Council*, may assess and recover a civil penalty against a property owner, if the owner fails to take the requisite action as ordered by the ~~commission~~ *City Council*, after an administrative hearing on the matter. The civil penalty may not exceed \$1,000.00 a day for each violation if the city proves:

(A) The property owner was notified of the requirements of this code and the owner's need to comply with the requirements; and

(B) After notification, the property owner committed an act in violation of this code or failed to take an action necessary, for compliance with this code.

(4) A determination by the ~~commission~~ *City Council* which involves the establishment of an amount and duration of a civil penalty shall be final and binding and constitute prima facie evidence of the penalty in any court of competent jurisdiction in a civil suit brought by the city for final judgment in accordance with the established penalty.

(5) To enforce any civil penalty under this section, the city must file in the district clerk's office in which the municipality and property is located, a certified copy of the ~~order~~ *Resolution* of the ~~commission~~ *City Council* establishing the amount and duration of the penalty. No other proof is required for a district court to enter final judgment on the penalty.

- (c) Other available remedies. The city shall have all other available remedies at law and in equity to enforce the provisions of this article.

SECTION 7. That Chapter 3, Article 3.06, Division 2, Section 3.06.017 of the Code of Ordinances of the City of Sherman, Texas be and is hereby amended so that such section shall read as follows:

Sec. 3.06.017 Authority to secure unoccupied, unsecured, substandard, open buildings and structures

- (a) **Purpose.** The owner or person in control of an unoccupied structure shall ensure that the building is in such condition that an unauthorized person cannot enter the structure through missing or unlocked doors or windows or through other openings into the building. The city may secure unoccupied, unsecured structures, or structures occupied by persons who do not have the right of possession to the building. A lien may be filed on real property to ensure the cost of securing the structure as set forth in this article.

- (b) **Definitions.**

Unoccupied structure. Any structure or building that appears vacant or abandoned as evidenced by: no active utility accounts, absence of personalty, general conditions of neglect and any other substantiated evidence of vacancy or abandonment that may be presented by the building official.

Unsecured structure. Any structure or building that currently has no occupant with the right of possession of the building and which has missing or unlocked doors or windows, or other unsecured openings into the building through which unauthorized persons can enter. Any unoccupied, unsecured structure or building is hereby declared to be a danger to public health and safety and is hereby declared to be a public nuisance.

- (c) **City may secure.**

- (1) The building official may secure a building that:

- (A) Violates the standards of this code; and
(B) Is an unsecured structure.

- (2) This authority is in addition to that regarding substandard structures.

- (d) **Notice.**

- (1) Before the eleventh (11th) day after the date the building is secured, the building official shall give notice to the owner of record by:
(A) Personally serving the owner with written notice;

- (B) Sending a copy of the notice certified mail, return receipt requested, and an optional copy by regular mail, at the owner's post office or physical address;
 - (C) Publishing the notice at least twice within a ten (10) day period in the city's official newspaper if personal service cannot be obtained and the owner's post office or physical address is unknown; or
 - (D) Posting the notice on or near the front door of the building if personal service cannot be obtained or the owner's post office or physical address is unknown.
- (2) The notice must contain the following:
- (A) An identification, which is not required to be a legal description, of the building and the property on which it is located;
 - (B) A description of the violation of this code that is present at the building;
 - (C) A statement that the city will secure or has secured, as the case may be, the building; and
 - (D) A statement that the owner may request a hearing about any matter related to the city's securing of the building, and that if such a hearing is requested, it shall be held pursuant to Texas Local Government Code section 214.0011(e), as amended.
- (3) The city shall conduct a hearing before the ~~commission~~ *City Council* at which the owner may testify or present witnesses or written information about any matter relating to the city's securing of the building if within thirty (30) days after the date the city secures the building, the owner files with the ~~secretary for the commission, or the~~ city secretary, a written request for the hearing. The city shall conduct the hearing within ~~twenty (20)~~ *thirty (30)* days after the date the request is filed.

SECTION 8. That Chapter 3, Article 3.06, Division 2, Section 3.06.018 of the Code of Ordinances of the City of Sherman, Texas be and is hereby amended so that such section shall read as follows:

Sec. 3.06.018 Appeals

Any owner, lienholder or mortgagee of record of a property jointly or severally aggrieved by an order ~~of the commission~~ under this article shall be entitled to judicial review of said order pursuant to Texas Local Government Code section 214.0012, as amended.

SECTION 9. That it is the intention of the City Council of the City of Sherman, Texas, that the provisions of this ordinance shall become a part of the Code of Ordinances of the City of Sherman, Texas, and that sections of this ordinance may be renumbered or re-lettered to accomplish such intention.

SECTION 10. That the provisions of this ordinance are servable and the invalidity of any word, phrase or part of this ordinance shall not affect the validity of effectiveness of the remainder of the ordinance.

SECTION 11. That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 12. 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 4th day of April, 2016.

ADOPTED on this the 4th day of April, 2016.

EFFECTIVE DATE on this the 4th day of April, 2016.

CITY OF SHERMAN, TEXAS

BY: 

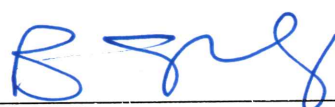
DAVID PLYLER, MAYOR

ATTEST:

BY: 

LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

BY: 

**BRANDON S SHELBY,
CITY ATTORNEY**

CHAPTER 3

BUILDING REGULATIONS

ARTICLE 3.06 - HOUSING CODE

Division 2. Dangerous Buildings

Sec. 3.06.010 Definitions

The words and phrases contained herein shall have the following meaning ascribed to them unless the context states otherwise:

~~(a) — Board. The Standard Unsafe Building Code Board of Adjustments and Appeals.~~

~~(b)~~ (a) Building. Includes, but is not limited to, any building, fence, awning, canopy, sign, shed, garage, house, tent, trailer or other structure whatsoever.

~~(c)~~ (b) Dangerous building. Any building that does not comply with the minimum standards, as defined herein.

~~(d)~~ (c) Minimum standard. The minimum standards for continued use and occupancy of a building as set forth in section 3.06.003 herein.

~~(e)~~ (d) Owner of record. Any person, agent, firm, corporation or governmental agency shown to be the owner or owners of a building in:

- (1) The real property, assumed name, or appraisal district record of the county;
- (2) The tax or utility records of the city; or
- (3) The records of the secretary of state.

~~(f)~~ (e) Public nuisance.

- (1) Whatever is dangerous to human life or health; whatever renders the ground, water, air or food hazardous to human life, or health, or that is offensive to the senses; or that is or threatens to become detrimental to the public health; or
- (2) Any building that creates a hazard to health, safety, comfort or welfare is a public nuisance.

(Ordinance 5508 adopted 1/7/08)

~~Sec. 3.06.011 — Substandard structure commission~~

~~(a) — A substandard structure commission (“commission”) is hereby created and established for the express purpose of providing for the final interpretation and implementation of the provisions of this~~

article. The commission shall consist of three (3) members and two (2) alternates who are not employees of the jurisdiction having authority and shall be appointed by the council. The composition of the board [commission] shall be architects, engineers, real property owners, or members at-large from the electrical, plumbing, air-conditioning, construction or housing industry.

(b) Two (2) members of the commission shall constitute a quorum. In the application of any provisions of this code, affirmative votes of the majority present, but not less than two affirmative votes, shall be required. A board [commission] member shall not act in a case in which he has a personal interest.

Sec. 3.06.012 Abatement of substandard structures

(a) It shall be unlawful for any owner or other person in control of a building to allow that building to be in a condition that does not conform to the minimum standards.

(b) Any building that does not conform to the minimum standards is hereby declared to be a public nuisance and shall be subject to abatement by repair, demolition, or removal as necessary upon the issuance of an order to abate issued by the **commission City Council** in accordance with the procedures specified in this article.

Sec. 3.06.013 Minimum standards

A building is considered not to meet the minimum standards of the city regardless of its date of construction, under any of the following conditions:

(1) Any building that is dilapidated, substandard, or unfit for human habitation and a hazard to public health, safety and welfare; including, but not limited to:

- (A) Any building with roof, ceiling, floors, walls, sills, windows, or foundation or any combination thereof rotted or decayed, and falling apart; or that is uninhabitable due to obsolescence and deterioration caused by neglect, vandalism, fire damage, or the elements;
- (B) Any structure or building that is in a state of dilapidation, deterioration or decay, faulty construction, open, vacant or abandoned, damaged by fire to the extent as not to provide shelter in danger of collapse or failure and dangerous to anyone on or near the premises;
- (C) Any building that is a fire hazard because it is in a dilapidated condition, as described in subsections (A) and (B) above or that is likely to become a fire hazard or be set on fire;
- (D) Any building that is in an unsanitary condition and is likely to create disease because of the presence of insects, rodents or vermin;
- (E) Any building that is damp and in an unsanitary condition and is likely to create disease and sickness because of being in the condition in subsections (A), (B), (C) or (D) above, or for other reasons;
- (F) Any building that because of any physical condition, use or occupancy of any premises or its appurtenances would be considered an attractive nuisance to children, including, but

not limited to, abandoned wells, shafts, basements, excavations, swimming pools and unsafe fences or structures;

- (G) Any building that because of the state of disrepair is such that it could reasonably cause injury, damage, or harm to a considerable portion of the community in the use and enjoyment of property, materially interfering with the proper use or comfort and enjoyment of surrounding property, taking into consideration the nature and use of the properties in the area and the character of the community in which they are situated, which condition would be substantially offensive and annoying to persons of ordinary sensibilities living in the community.
- (2) Any building that is not occupied by its owners, lessees or other invitees and is not secure from unauthorized entry so that it could be entered or used by vagrants, other uninvited persons or children regardless of its structural condition.
- (3) Any building that is boarded up, fenced or secured if:
 - (A) The building constitutes a danger to the public even though secured from entry; or
 - (B) The means used to secure the building are inadequate to prevent unauthorized entry or use of the building.

Sec. 3.06.014 Inspection and notice of abatement

- (a) The city manager shall designate an appropriate official ("building official") of the city to inspect or cause to be inspected any building that he has probable cause to believe does not meet the minimum standards. If the inspecting official is unable to obtain permission to search the building from the owner or a person in control of the premises, the city shall apply for an administrative search warrant pursuant to Texas Code of Criminal Procedure section 18.05, as amended, unless an exception to the warrant requirement exists.
- (b) After completing the inspection, the inspecting official shall determine if the building is a substandard structure.
- (c) After an initial determination that a building is a substandard structure, the inspecting official will notify the owner of record of the building, by certified mail, return receipt requested, of the nature of the violation(s) of the minimum standards.
- (d) The inspecting official shall also notify the owner of record of the building, by certified mail, return receipt requested, that the building is a substandard structure and that the owner must repair, demolish, or remove the building for the good of the public health, safety and welfare.
- (e) The inspecting official shall also notify the owner of record of the building, by certified mail, return receipt requested, that if said violations have not been cured after a period of thirty (30) days the inspection official will *may* cause a hearing to be held ~~with the substandard structure commission before~~ *the City Council* in accordance with this article.
- (f) A notice shall be posted on the dangerous building as follows:

“THIS BUILDING IS A SUBSTANDARD STRUCTURE ACCORDING TO THE MINIMUM STANDARDS SET FORTH IN THE OFFICIAL CODE OF THE CITY OF SHERMAN, CHAPTER 3, ARTICLE 3.06 AND THE OWNER MUST REPAIR, DEMOLISH OR REMOVE IT.

CONTACT _____ AT _____ FURTHER INFORMATION.

DATE: _____”

Sec. 3.06.015 ~~Commission's~~ Order to Abate

(a) General. Whenever the building official has inspected or caused to be inspected any structure or lot and has found and determined that such structure or lot is substandard, he may commence proceedings to cause repair, rehabilitation, or demolition of the structure or lot.

(b) Notice and administrative order to abate. The building official shall issue a notice and administrative order to abate a substandard structure or lot. The notice and administrative order shall contain:

- (1) The street address and a legal description sufficient for identification of the premises upon which the structure is located.
- (2) A statement that the building official has found the structure or lot to be substandard with a brief and concise description of the conditions found to render the structure or lot substandard under the provisions of this chapter.
- (3) A statement of the action recommended to be taken as determined by the building official as follows:
 - (A) If the building official has determined that the structure or lot must be repaired or remediated, the administrative order shall require that all required permits be secured and work physically commenced within thirty (30) days from the date of the administrative order.
 - (B) If the building official has determined that the structure must be demolished, the administrative order shall require that all required permits be secured and work physically commenced within thirty (30) days from the date of the administrative order.
- (4) A statement advising that a notice of hearing is forthcoming and a description of the hearing. The hearing shall provide the ~~commission~~ **City Council** the means to consider or determine whether a structure or lot complies with the standards set forth herein and to consider or determine whether a structure or lot must be repaired or demolished, as recommended by the building official in the notice and administrative order.
- (5) Statements advising that if the owner or owners of record are in full agreement with a demolition order, and that if the owner or owners of record are financially unable to abate

such nuisance, then the owner or owners of record may grant the city written permission to abate said nuisance, and, in doing so shall grant the city a lien against the real property as described in this article.

(c) Notice of hearing. The building official shall give notice of a public hearing to all known owners; lienholders, or mortgagees for the ~~commission~~ *City Council* to consider or determine whether a structure or lot complies with this code and to consider or determine whether a structure or lot must be repaired, secured or demolished. The notice shall be mailed and posted as provided herein, and published in the official newspaper of the city on one occasion, on or before the tenth (10th) day before the date of the hearing. The notice of hearing shall contain:

- (1) The name and address of the owner of the affected property, if known;
- (2) A legal description of the property, as well as the physical address;
- (3) A description of the hearing;
- (4) The date, time, and place of the public hearing. This date shall be established not less than ten (10) days from the date of the administrative order;
- (5) A statement advising that securing the required permits and physically commencing the required action shall be considered as intent to comply with the administrative order to abate, and that the hearing shall be temporarily postponed. Should abatement halt, or not progress at a rate determined to be reasonable by the building official, the hearing shall be recalled; and
- (6) Statement that the owner; lienholder; or mortgagee will be required to submit at the hearing proof of the scope of any work that may be required to comply with this article and the time it will take to reasonably perform the work.

(d) Service of notice and administrative order to abate and notice of hearing. The notice of the administrative order to abate, the notice of hearing and any supplemental notices or orders shall be served upon the owner; lessor, lienholder; and mortgagees of record and occupant, if different than the owner of the structure or lot. Service of these notices and orders shall be made upon all persons entitled thereto either personally or by mailing a copy of such notice by certified mail, return receipt requested, and an optional second copy by regular mail, to each such person at his address as it appears on the county tax rolls, or as discovered by due diligence, as defined by subsections (d)(1)–(d)(6) of this section, and the notice shall be posted on the front door of each improvement situated on the affected property or as close to the front door as practical. The following of these procedures shall be prima facie evidence of notification. If a certified notice is returned as refused or unclaimed, the validity of the notice is not affected, and the notice shall be deemed delivered. The city has satisfied the requirements of this section to make a diligent effort to determine the identity and address of an owner, a lienholder, or a mortgagee if the city searches the following records:

- (1) County real property records of the county in which the building is located;

- (2) Appraisal district records of the appraisal district in which the building is located;
- (3) Records of the secretary of state;
- (4) Assumed name records of the county in which the building is located;
- (5) City tax records; and
- (6) City utility records.

(e) Filing of notice and administrative order at the county. A copy of the notice and any administrative orders, or such orders as may be issued pursuant to these provisions, shall be filed with the county deed records in the county where the property is located. The notice must contain the name and address of the owner of the affected property if that information can be determined from a reasonable search of the instruments on file in the office of the county clerk, or upon a due diligence search as set forth herein, a legal description of the affected property, and a description of the proceeding. The filing of said notice and any said orders, is binding on subsequent grantees, lienholders, or other transferees of an interest in the property who acquire such interest after the filing of said notice or any said orders, and constitutes notice of said hearing and notice of any said orders, on any subsequent recipient of any interest in the property who acquires such interest after the filing of said notice or filing of any said orders.

(f) Meeting/public hearing. During an officially convened meeting, the ~~commission~~ *City Council* shall hold a public hearing on each case and shall hear such testimony as may be presented by any department of the city, the housing inspector, or the owner, occupant, mortgagee or any other person having an interest in such building to determine whether a building complies with the standards of this code. The owner, lienholder, or mortgagee has the burden of proof to demonstrate the scope of any work that may be required to comply with this code and the time it will take to perform the work. After all testimony has been received, the public hearing shall be closed and the ~~commission~~ *City Council* shall deliberate on the case in open session. ~~The commission shall make written findings of fact from the testimony offered as to whether the building complies with the standards of this code.~~

~~(1) — After the meeting, if~~

~~If~~ a building is found in violation of the standards set forth herein, the ~~commission~~ *City Council* may order that the building be secured, repaired, removed, or demolished by the owner within a reasonable time ~~as provided herein~~. The ~~commission~~ *City Council* reserves the right to determine what is a reasonable amount of time to perform the ordered work.

~~(2) — The commission shall require the owner, lienholder, or mortgagee of the building to, within thirty (30) days:~~

~~(A) — Secure the building from unauthorized entry or use; or~~

~~(B) — Repair, remove, or demolish the building, unless the owner, lienholder, or mortgagee establishes at the hearing that the work cannot reasonably be performed within thirty (30) days.~~

If the commission allows the owner, lienholder, or mortgagee more than thirty (30) days to repair, remove, or demolish the building, the commission shall establish specific schedules for the commencement and performance of the work and shall require the owner, lienholder, or mortgagee to secure the property in an approved manner from unauthorized entry while the work is being performed, as determined by the commission.

(3) The commission may not allow the owner, lienholder, or mortgagee more than ninety (90) days to repair, remove, or demolish the building or fully perform all work required to comply with the order unless the owner, lienholder, or mortgagee:

(A) Submits a detailed plan and time schedule for the work at the hearing; and

(B) Establishes at the hearing that the work cannot justifiably be completed within ninety (90) days because of the scope and complexity of the work.

If the commission allows the owner, lienholder, or mortgagee more than ninety (90) days to complete any part of the work required to repair, remove, or demolish the building, the commission shall require the owner, lienholder, or mortgagee to regularly submit progress reports to the building official and to the commission to demonstrate that the owner, lienholder, or mortgagee has complied with the time schedules established, for commencement and performance of work. The order may require that the owner, lienholder, or mortgagee appear before the commission to demonstrate compliance with the time schedule.

(g) Post meeting procedure. The ~~secretary for the commission~~ *City Attorney* shall, within ten (10) days after the date the order is issued:

- (1) File a copy of the order in the office of the city clerk;
- (2) Publish in a newspaper of general circulation in the city a notice containing:
 - (A) The street address or legal description of the property;
 - (B) The date of the hearing;
 - (C) A brief statement indicating the results of the order; and
 - (D) Instructions stating where a complete copy of the order may be obtained; and
- (3) Shall promptly mail by certified mail, return receipt requested, and an optional second copy by regular mail, a copy of the order to the owner; any lienholder, and any mortgagee of the building, as determined by due diligence, as defined herein.

Sec. 3.06.016 Enforcement

(a) Criminal.

(1) A person who violates a provision of this code, or who fails to perform an act required of him by this code, or who, fails to adhere to an order issued by the ~~commission~~ *City Council* under this code, commits a class C misdemeanor offense. A person commits a separate offense each day or portion of a day during which a violation is committed, permitted, or continued.

(2) An offense under this code is punishable by a fine of \$500.00 per day per violation.

(3) Allegation and evidence of a culpable mental state is not required for the commission of an offense under this code.

(b) Civil.

(1) The city may, in accordance with sections 54.012 et seq. of the Texas Local Government Code, as amended, bring a civil action against a person violating a provision of this code relating to dangerously damaged or deteriorated structures or improvements or for conditions caused by accumulations of trash, garbage, refuse, vegetation, or other matter that creates breeding and living places for insects and rodents.

(2) The civil action may include, but is not limited to, a suit to recover a civil penalty not to exceed \$1,000.00 for each day or portion of a day during which the violation is committed, continued, or permitted by the owner or occupant of the property, as provided below.

(3) The city, by ~~order~~ *Resolution* of the ~~commission~~ *City Council*, may assess and recover a civil penalty against a property owner, if the owner fails to take the requisite action as ordered by the ~~commission~~ *City Council*, after an administrative hearing on the matter. The civil penalty may not exceed \$1,000.00 a day for each violation if the city proves:

(A) The property owner was notified of the requirements of this code and the owner's need to comply with the requirements; and

(B) After notification, the property owner committed an act in violation of this code or failed to take an action necessary, for compliance with this code.

(4) A determination by the ~~commission~~ *City Council* which involves the establishment of an amount and duration of a civil penalty shall be final and binding and constitute prima facie evidence of the penalty in any court of competent jurisdiction in a civil suit brought by the city for final judgment in accordance with the established penalty.

(5) To enforce any civil penalty under this section, the city must file in the district clerk's office in which the municipality and property is located, a certified copy of the ~~order~~ *Resolution* of the ~~commission~~ *City Council* establishing the amount and duration of the penalty. No other proof is required for a district court to enter final judgment on the penalty.

(c) Other available remedies. The city shall have all other available remedies at law and in equity to enforce the provisions of this article.

Sec. 3.06.017 Authority to secure unoccupied, unsecured, substandard, open buildings and structures

(a) Purpose. The owner or person in control of an unoccupied structure shall ensure that the building is in such condition that an unauthorized person cannot enter the structure through missing or unlocked doors or windows or through other openings into the building. The city may secure unoccupied, unsecured structures, or structures occupied by persons who do not have the right of possession to the building. A lien may be filed on real property to ensure the cost of securing the structure as set forth in this article.

(b) Definitions.

Unoccupied structure. Any structure or building that appears vacant or abandoned as evidenced by: no active utility accounts, absence of personalty, general conditions of neglect and any other substantiated evidence of vacancy or abandonment that may be presented by the building official.

Unsecured structure. Any structure or building that currently has no occupant with the right of possession of the building and which has missing or unlocked doors or windows, or other unsecured openings into the building through which unauthorized persons can enter. Any unoccupied, unsecured structure or building is hereby declared to be a danger to public health and safety and is hereby declared to be a public nuisance.

(c) City may secure.

(1) The building official may secure a building that:

- (A) Violates the standards of this code; and
- (B) Is an unsecured structure.

(2) This authority is in addition to that regarding substandard structures.

(d) Notice.

(1) Before the eleventh (11th) day after the date the building is secured, the building official shall give notice to the owner of record by:

- (A) Personally serving the owner with written notice;
- (B) Sending a copy of the notice certified mail, return receipt requested, and an optional copy by regular mail, at the owner's post office or physical address;
- (C) Publishing the notice at least twice within a ten (10) day period in the city's official newspaper if personal service cannot be obtained and the owner's post office or physical address is unknown; or

- (D) Posting the notice on or near the front door of the building if personal service cannot be obtained or the owner's post office or physical address is unknown.
- (2) The notice must contain the following:
 - (A) An identification, which is not required to be a legal description, of the building and the property on which it is located;
 - (B) A description of the violation of this code that is present at the building;
 - (C) A statement that the city will secure or has secured, as the case may be, the building; and
 - (D) A statement that the owner may request a hearing about any matter related to the city's securing of the building, and that if such a hearing is requested, it shall be held pursuant to Texas Local Government Code section 214.0011(e), as amended.
- (3) The city shall conduct a hearing before the ~~commission~~ *City Council* at which the owner may testify or present witnesses or written information about any matter relating to the city's securing of the building if within thirty (30) days after the date the city secures the building, the owner files with the ~~secretary for the commission, or the~~ city secretary, a written request for the hearing. The city shall conduct the hearing within ~~twenty (20)~~ *thirty (30)* days after the date the request is filed.

Sec. 3.06.018 Appeals

Any owner, lienholder or mortgagee of record of a property jointly or severally aggrieved by an order ~~of the commission~~ under this article shall be entitled to judicial review of said order pursuant to Texas Local Government Code section 214.0012, as amended.

Sec. 3.06.019 Abatement by city and liens

(a) If an owner or other interested party does not take the action required by an order issued pursuant to this article within the time specified and has not filed a timely appeal in accordance with this article and the Texas Local Government Code section 214.0012 the city may take the appropriate action at its expense at the direction of the city council in accordance with the laws of the state.

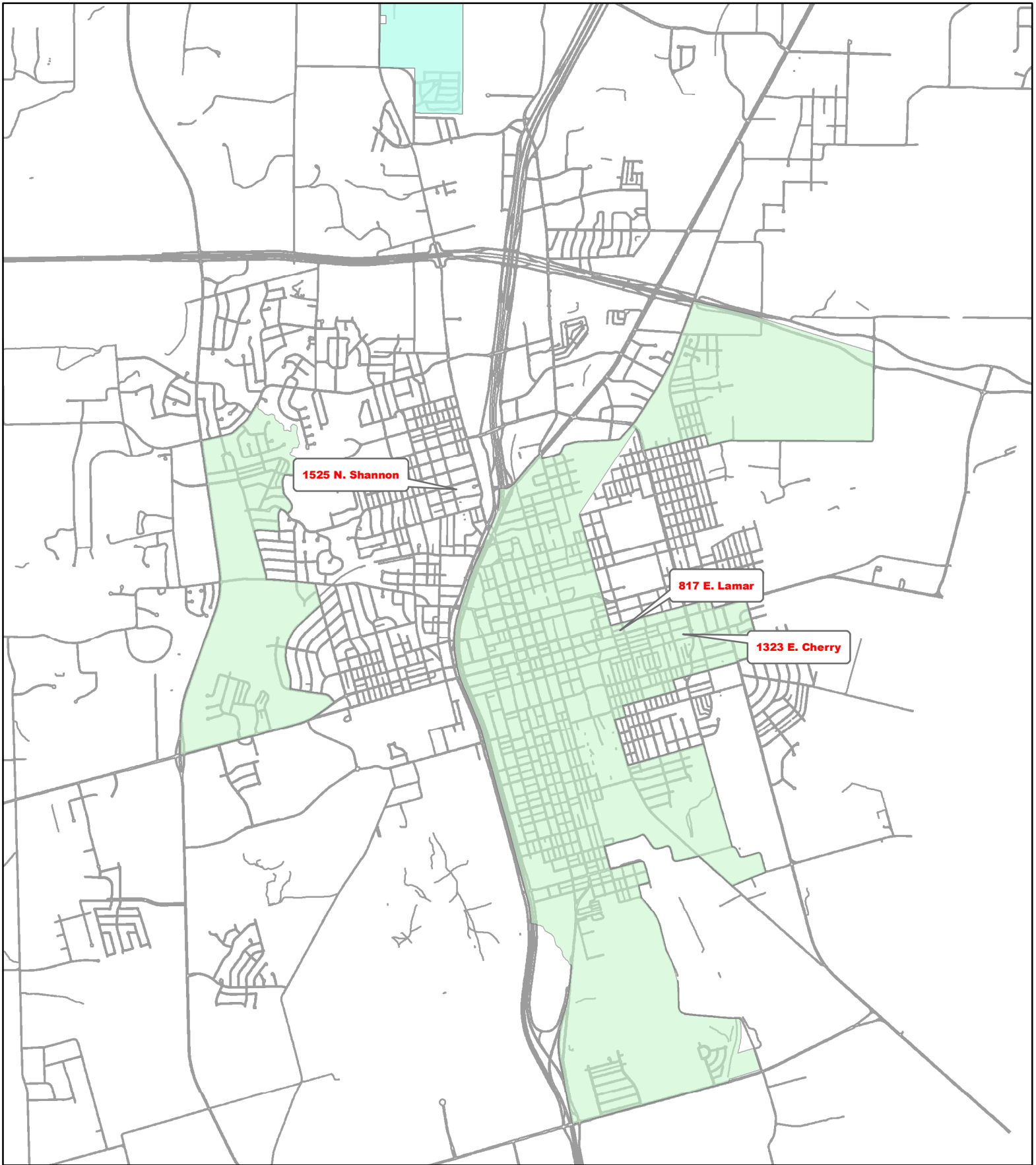
(b) Any expenses incurred by the city pursuant to subsection (a) of this section will be assessed against the property on which the building stands or stood. The city will have a privileged lien upon filing same in the official public records of the county clerk subordinate only to tax liens against the property unless it is a homestead as protected by the Texas Constitution. The lien will be extinguished if the property owner or other interested party reimburses the city for all expenses and penalties.

Sec. 3.06.020 Receiver

The city may bring an action in district court against an owner of residential property that is not in substantial compliance with the minimum standards and request the appointment of a receiver for

proposes of rehabilitating the property in accordance with Texas Local Government Code section 214.003, as amended.

(Ordinance 5790 adopted 8/19/13)



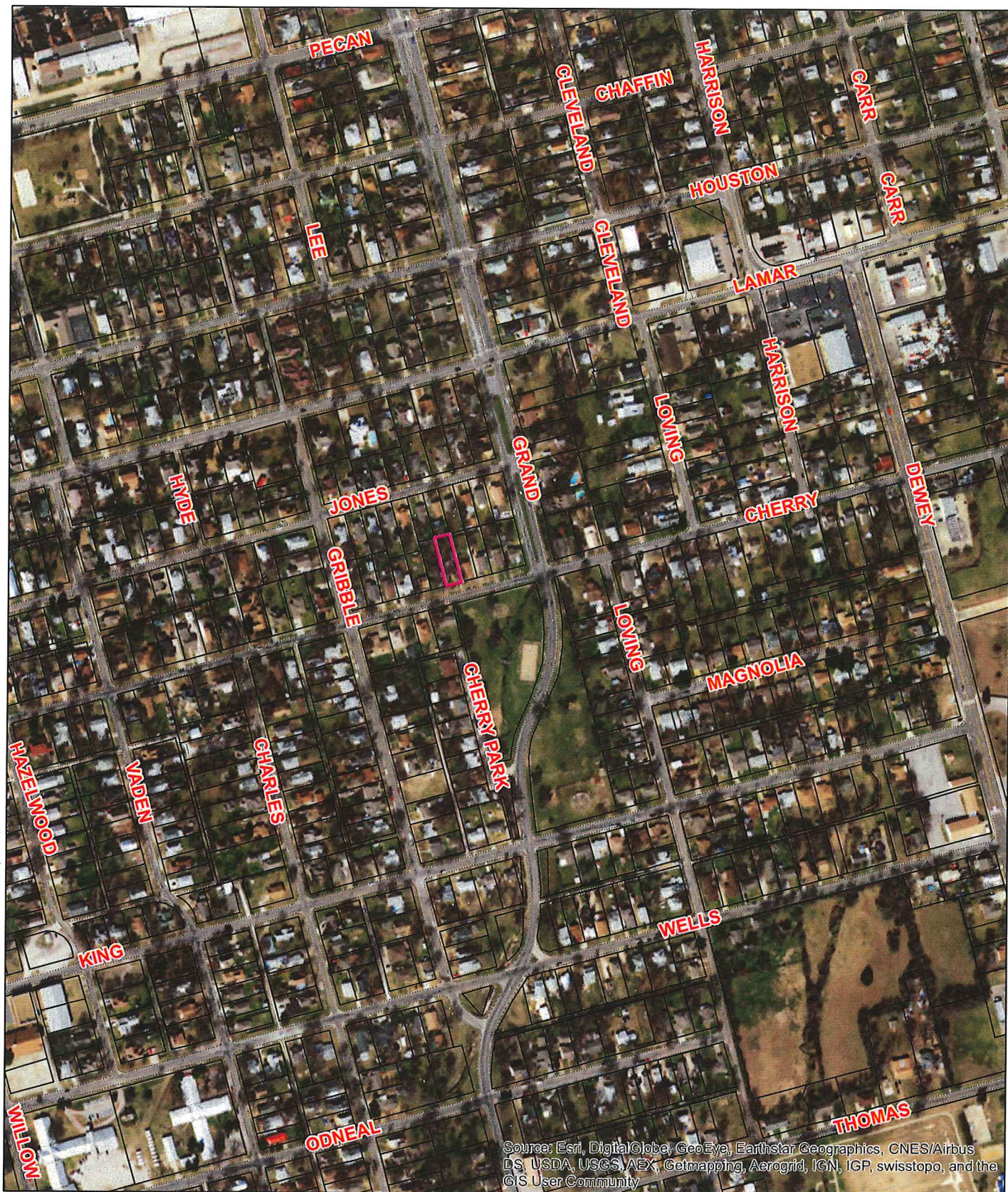
Substandard Structures
City Council Meeting June 20, 2016



City of Sherman, Texas
Developmental Services Department



NOT TO SCALE
1 inch = 4,000 feet



Sherman
CLASSIC TOWN. BROAD HORIZON.

1323 E. Cherry



1 in = 400 ft

City of Sherman, Texas
Developmental Services Department

Wednesday, April 13, 2016

Livia Ricketts Douglas
1323 E. Cherry St.
Sherman, TX. 75090



CERTIFIED AND REGULAR MAIL
R.R.R. NO. 7013 2630 0000 4317 6931

NOTICE OF SUBSTANDARD STRUCTURE

Dear Property Owner(s),

The tax records of the Grayson County Appraisal District indicate that you are the owner of a structure located at **1323 E. Cherry St.** The legal description of said property is: **EAST SIDE ADDN, BLOCK 2, LOT PT 2.**

A recent inspection of that property indicates that this property is substandard under our Code of Ordinances and creates a public nuisance (SEE ATTACHED INSPECTION REPORT).

This letter serves to notify you that you have thirty (30) days to cure the violations identified in the attached inspection report by repairing, demolishing, or removing this building for the good of the public health, safety and welfare.

This letter also serves to notify you that if said violations have not been cured after a period of thirty (30) days, this may cause a hearing to be held with the City Council in accordance with Sec. 3.06.014(e) of the Substandard Structure Ordinance of the City of Sherman.

Should you have any questions, please contact this office at (903)892-6535.

Sincerely,

Byrle White,
Code Inspector

CC: Don Keene, Assistant City Manager
Brandon Shelby, City Attorney
Scott Shadden, C.B.O., Director of Developmental Services

Attachments (AS STATED ABOVE)



BUILDING INSPECTION REPORT
Substandard Structure

Date of Inspection 3/28/16 Tax ID # S043 2073021

Address of Inspection 1323 E. CHERRY

Owner(s): LIVIA RICKETTS DOUGLAS

Water service terminated: ACTIVE Occupied Unoccupied ✓

Lot Appearance: HIGH GRASS TRASH DEBRIS JUNK VEHICLE X3

Roof: UNLEVEL DETERIORATED MISSING SHINGLES HOLES
INTERIOR EXPOSED TO ELEMENTS MISSING OR DAMAGED FASCIA
FIRE DAMAGED ROTTED DECAYED FALLING APART

Walls: PEELING PAINT SIDING LOOSE OR MISSING FIRE DAMAGED

Doors/Windows: UNSECURED GLASS BROKEN OR MISSING

Structure Integrity: DILAPIDATED COLLAPSING UNSAFE DANGEROUS
FIRE DAMAGED

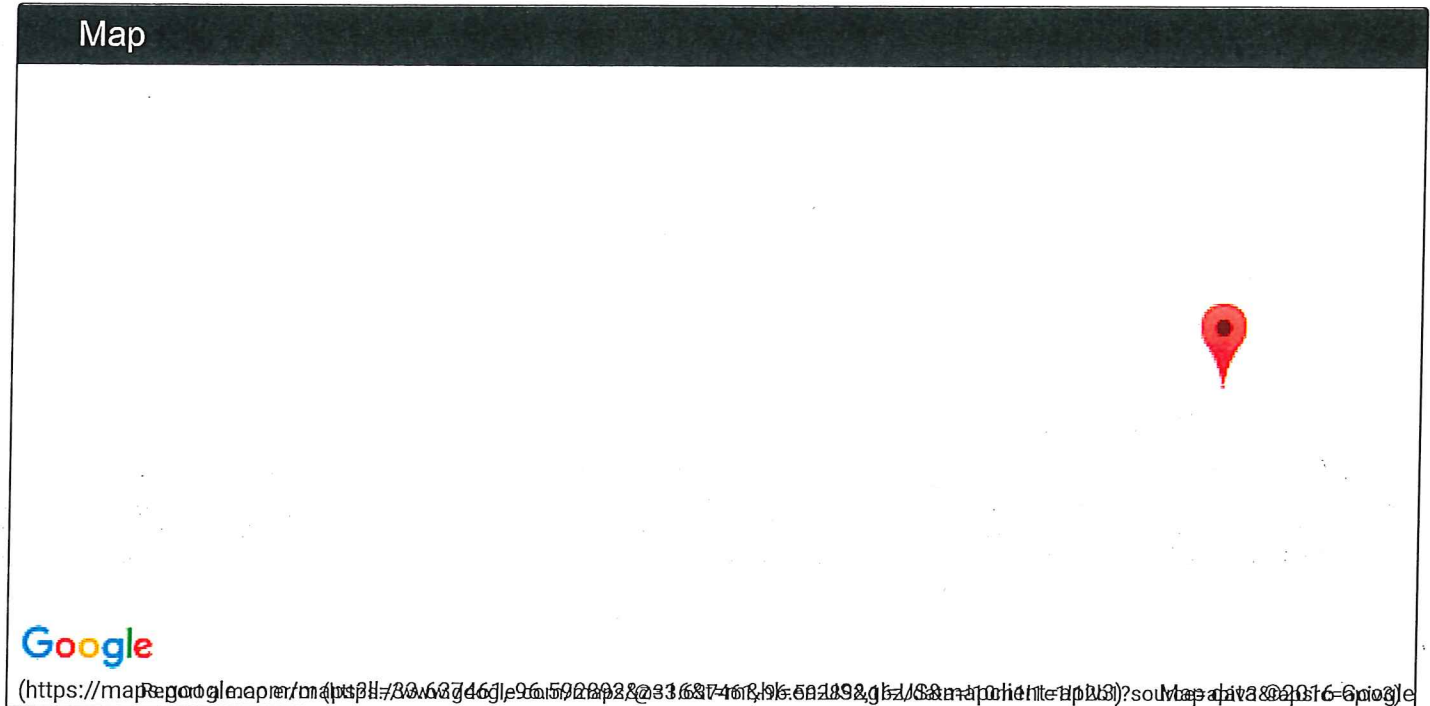
Electrical Service: ACTIVE INACTIVE
Substandard: OUTDATED UNSAFE DANGEROUS NOT APPLICABLE

Gas Service: ACTIVE INACTIVE NOT APPLICABLE

B. White
Building Inspector

Grayson CAD eSearch

Property ID: 164649 For Year 2016



Property Details

Account	
Property ID:	164649
Legal Description:	EAST SIDE ADDN, BLOCK 2, LOT PT 2
Geographic ID:	S043 2073021
Agent Code:	
Type:	Real
Location	
Address:	1323 E CHERRY ST SHERMAN, TX 75090
Map ID:	S043
Neighborhood CD:	CRUTC1F
Owner	
Owner ID:	164649
Name:	DOUGLAS LIVIA RICKETTS
Mailing Address:	1323 E CHERRY SHERMAN, TX 75090
% Ownership:	100.0%
Exemptions:	For privacy reasons not all exemptions are shown online.

White, Byrle

From: White, Byrle
Sent: Friday, April 15, 2016 2:38 PM
To: Williams, Lisa M
Subject: junk vehicles @ 1323 E. Cherry St.
Attachments: junk vehicle 1 inspection sticker.20160328_145043.jpg; junk vehicle 1 license. plate.20160328_145033.jpg; junk vehicle 2 inspection sticker.20160328_145101.jpg; junk vehicle 2. license plate.20160328_145050.jpg; junk vehicle 3 license plate.20160328_145106.jpg

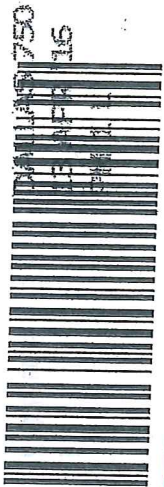
Byrle White

Code Inspector
Building and Zoning Department
City of Sherman
Phone: 903 892-6535
Fax: 903 892-7274
email: byrlew@ci.sherman.tx.us
www.ci.sherman.tx.us

B.D.W. #177
Sherman
CLASSIC TOWN. BROAD HORIZON.

P.O. Box 1106 | Sherman, TX 75091

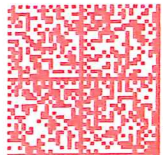
TE69 2TE4 0000 0572-5182



CERTIFIED MAIL™

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS. FOLD AT DOTTED LINE

U.S. POSTAGE >>> PITNEY BOWES
ZIP 75090 \$ 006.95⁵
02 4W
00003333103 APR 13 2016



Livia Ricketts Douglas
1323 E. Cher
Sherman, TX

NIXIE 750 SE 1 0005/09/16
RETURN TO SENDER
UNCLAIMED
UNABLE TO FORWARD

BC: 75091110606 *2134-02764-13-39

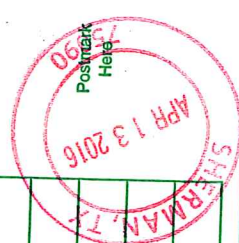
UNC
75091110606

U.S. Postal ServiceTM
CERTIFIED MAILTM RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$
Certified Fee	\$
Return Receipt Fee (Endorsement Required)	\$
Restricted Delivery Fee (Endorsement Required)	\$
Total Postage & Fees	\$



Sent To

LIVIA RICKETTS DOUGLAS
 Street, Apt. No.,
 or PO Box No. 1323 E. CHERRY ST.
 City, State, ZIP+4
 SHERMAN, TX 75090

PS Form 3800, August 2006 See Reverse for Instructions

7013 2630 0000 4317 6931

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

LIVIA RICKETTS DOUGLAS
 1323 E. CHERRY ST.
 SHERMAN, TX. 75090

COMPLETE THIS SECTION ON DELIVERY

127

A. Signature
 X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1?
 If YES, enter delivery address below: ☐ Yes
☐ No

3. Service Type

- ☒ Certified Mail[®] ☐ Priority Mail Express[™]
- ☐ Registered ☒ Return Receipt for Merchandise
- ☐ Insured Mail ☐ Collect on Delivery

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number
 (Transfer from service label)

7013 2630 0000 4317 6931

PS Form 3811, July 2013

Domestic Return Receipt



cherry.front.20160328_1447



shed garage 2.20160328_1448



shed garage.20160328_14483



east side.20160328_144750.jpg



brush-rear yard.20160328_1



gas service.20160413_0937



1 inspection sticker.20160328



le 1 license. plate.20160328_1



2 inspection sticker.20160328



le 2. license plate.20160328_1



le 3 license plate.20160328_1



roof. west side.20160328_144



siding.west side.20160328_14



sted letter.20160329_090713.j



notice-sign.close.20160413_09



notice-sign.far.20160413_093



rear 2.20160328_144852.jpg



rear.20160328_144851.jpg



rest side.20160328_144807.jp





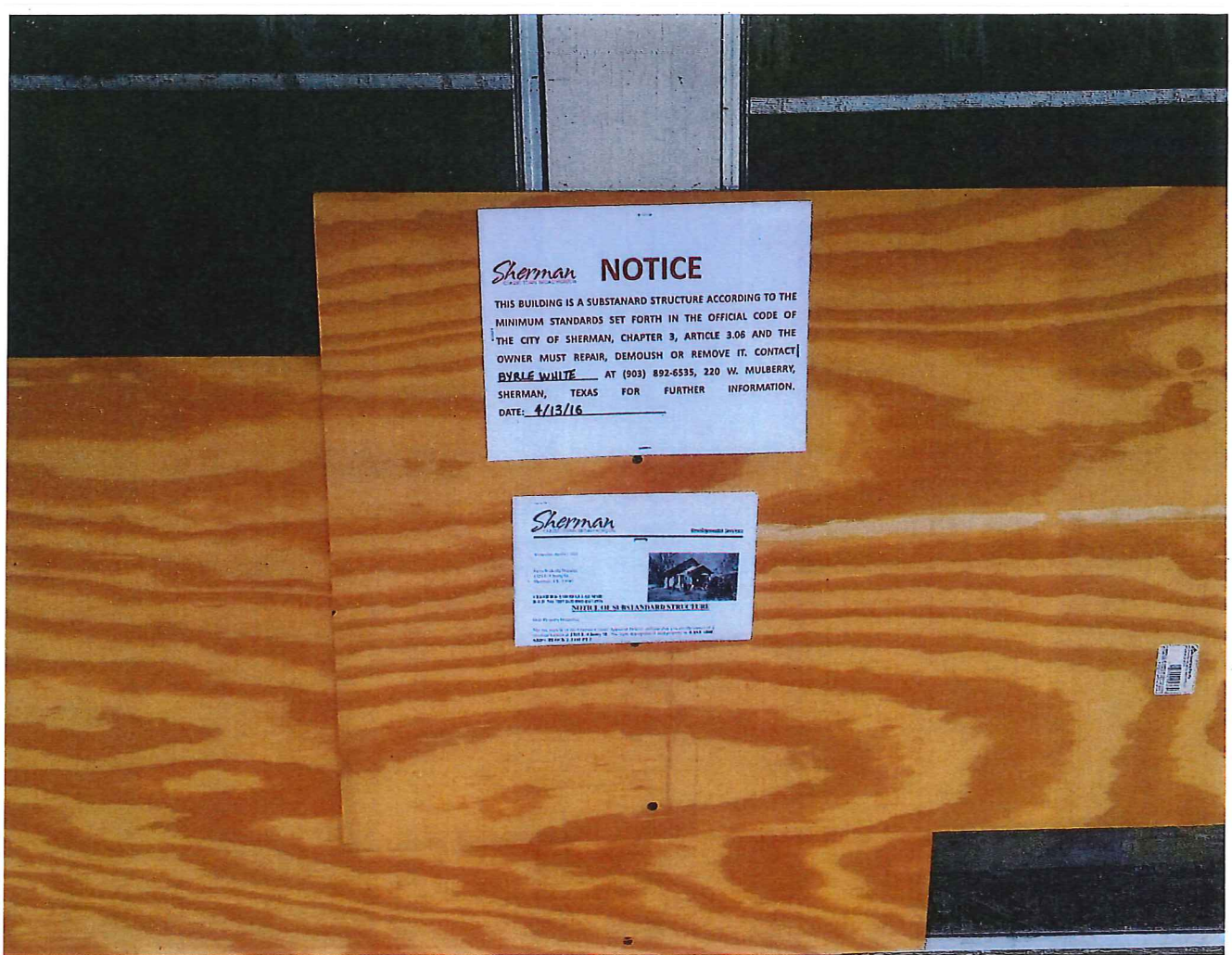


















Sherman
CLASSIC TOWN. BROAD HORIZON.

817 E. Lamar



NOT TO SCALE

1 in = 400 ft

City of Sherman, Texas
Developmental Services Department

Tuesday, January 19, 2016

Sara Jane Stagner
2600 Easy Street
Denison, TX. 75020



CERTIFIED AND REGULAR MAIL
R.R. NO. 7013 2630 0000 4317 6887

NOTICE OF SUBSTANDARD STRUCTURE

Dear Property Owner(s),

The tax records of the Grayson County Appraisal District indicate that you are the owner of a structure located at **817 E. Lamar**. The legal description of said property is: **CHAFFINS 1ST ADDN, BLOCK 11, LOT 9 & 10.**

A recent inspection of that property indicates that this property is substandard under our Code of Ordinances and creates a public nuisance (SEE ATTACHED INSPECTION REPORT).

This letter serves to notify you that you have thirty (30) days to cure the violations identified in the attached inspection report by repairing, demolishing, or removing this building for the good of the public health, safety and welfare.

This letter also serves to notify you that if said violations have not been cured after a period of thirty (30) days, this will cause a hearing to be held with the Substandard Structure Commission in accordance with Sec. 3.06.014(e) of the Substandard Structure Ordinance of the City of Sherman.

Should you have any questions, please contact this office at (903)892-6535.

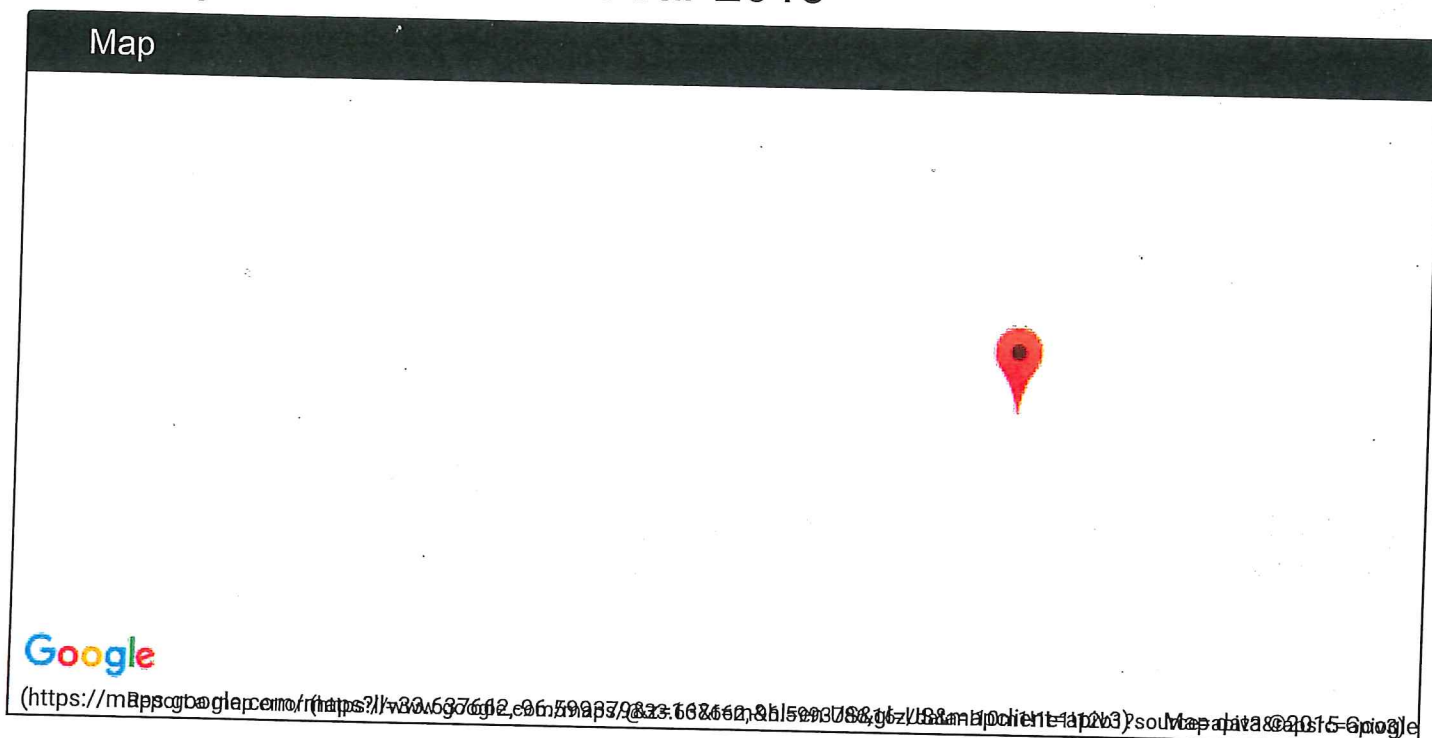
Sincerely,

Handwritten signature of Byrle White in blue ink.

Byrle White,
Building Inspector

CC: Scott Shadden, C.B.O., Director of Developmental Services
Attachments (AS STATED ABOVE)

Property ID: 161450 For Year 2015



Account

Property ID:	161450
Legal Description:	CHAFFINS 1ST ADDN, BLOCK 11, LOT 9 & 10
Geographic ID:	S033 2044087
Agent Code:	
Type:	Real

Address:	817 E LAMAR SHERMAN, TX
Map ID:	S033
Neighborhood CD:	SHJEFFRF3S

Owner ID:	276591
Name:	STAGNER SARA JANE
Mailing Address:	2600 EASY STREET DENISON, TX 75020
% Ownership:	100.0%
Exemptions:	For privacy reasons not all exemptions are shown online.

Property Land

Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
RESID	Residential	0.1354	5,900.00	50.00	118.00	\$3,080	\$0

Property Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2016	\$7,990	\$3,080	\$0	\$11,070	\$0	\$11,070
2015	\$7,709	\$3,080	\$0	\$10,789	\$0	\$10,789
2014	\$8,047	\$5,151	\$0	\$13,198	\$0	\$13,198
2013	\$9,053	\$5,151	\$0	\$14,204	\$0	\$14,204
2012	\$9,053	\$5,151	\$0	\$14,204	\$0	\$14,204
2011	\$12,221	\$4,600	\$0	\$16,821	\$0	\$16,821
2010	\$12,221	\$4,600	\$0	\$16,821	\$0	\$16,821
2009	\$12,221	\$4,600	\$0	\$16,821	\$0	\$16,821

Property Deed History

Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Number
2/19/2016	Q/C	QUIT CLAIM DEED	STAGNER SARA JANE	FULMER MARSHALL D	5761	322	
5/23/2007	WD	WARRANTY DEED	NOEL MARGIE ANN	STAGNER SARA JANE	4253	288	12446
10/31/2006	WD	WARRANTY DEED	WALKER MARY	NOEL MARGIE ANN	4163	151	
4/2/2001	QCD	QUIT CLAIM DEED	SMITH JERRY	WALKER MARY	3418	695	0
8/28/1984	WD	WARRANTY DEED			1711	195	0
1/17/1984	AFFD	affadavit			1694	105	0
1/1/1900	PB	PROBATE			0	0	

VALUES DISPLAYED ARE 2016 PRELIMINARY VALUES and are subject to change prior to Certification

DISCLAIMER Information provided for research purposes only. Legal descriptions and acreage amounts are for appraisal district use only and should be verified prior to using for legal purpose and or documents. Please contact the Appraisal District to verify all information for accuracy.

Grayson CAD eSearch

Property ID: 161450 For Year 2016

Map



(https://maps.google.com/maps?ll=33.637662,-96.599370&z=16&t=m&hl=en&gl=us&mapclient=api3) Map data ©2016 Google

Property Details

Account

Property ID:	161450
Legal Description:	CHAFFINS 1ST ADDN, BLOCK 11, LOT 9 & 10
Geographic ID:	S033 2044087
Agent Code:	
Type:	Real

Location

Address:	817 E LAMAR SHERMAN, TX
Map ID:	S033
Neighborhood CD:	JEFF2F

Owner

Owner ID:	421429
Name:	FULMER MARSHALL D
Mailing Address:	101 W MUNSON DENISON, TX 75020
% Ownership:	100.0%
Exemptions:	For privacy reasons not all exemptions are shown online.



BUILDING INSPECTION REPORT
Substandard Structure

Date of Inspection 1/13/16 Tax ID # S033 2044087

Address of Inspection 817 E. LAMAR

Owner(s): SARA JANE STAGNER

Water service terminated: 10/2013 Occupied ☐ Unoccupied ☒

Lot Appearance: HIGH GRASS TRASH DEBRIS JUNK VEHICLE

Roof: UNLEVEL DETERIORATED MISSING SHINGLES HOLES
INTERIOR EXPOSED TO ELEMENTS MISSING OR DAMAGED FASCIA
FIRE DAMAGED ROTTED DECAYED FALLING APART

Walls: PEELING PAINT SIDING LOOSE OR MISSING FIRE DAMAGED

Doors/Windows: UNSECURED GLASS BROKEN OR MISSING

Structure Integrity: DILAPIDATED COLLAPSING UNSAFE DANGEROUS
FIRE DAMAGED

Electrical Service: ACTIVE INACTIVE
Substandard: OUTDATED UNSAFE DANGEROUS NOT APPLICABLE

Gas Service: ACTIVE INACTIVE NOT APPLICABLE

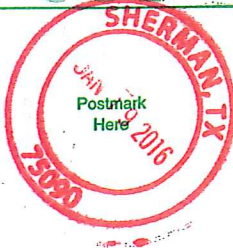
B. White
Building Inspector

U.S. Postal Service™ **CERTIFIED MAIL™ RECEIPT**
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$



Sent To **SARA JANE STAGNER**
 Street, Apt. No., or PO Box No. **2600 EASY STREET**
 City, State, ZIP+4 **DENISON, TX. 75020**

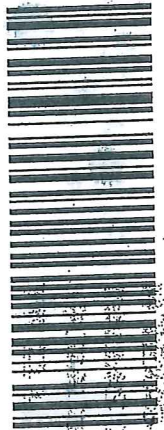
PS Form 3800, August 2006

See Reverse for Instructions

B.D.M. #127
Sherman
 CLASSIC TOWN. BROAD HORIZON.
 PO Box 1106 | Sherman, TX 75091

Handwritten signature and initials in blue ink.

CERTIFIED MAIL™
 PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
 OF THE RETURN ADDRESS, FOLD AT DOTTED LINE



Sara Jane Stagner
 2600 Easy Street
 Denison, TX. 7

75091-0106
 75020-712200

RETURN TO SENDER
 UNCLAIMED
 RC: 75091110606 #1334-05072-19-A0
 5607/21/20

U.S. POSTAGE® PITNEY BOWES
 ZIP 75090 \$006.95
 02 4W
 0000333103 JAN 19, 2016

2889 21E4 0000 0E92 E102

2889 21E4 0000 0E92 E102



lamar.front.20160113_09583



window.front.20160113_09583



ed roofing.rear.20160113_100



ated roof.front.20160113_095



gas riser.20160113_100504.jpg



ont porch flooring.20160113_0



les in roof.20160119_155618.jpg



les in roof.20160119_155631.jpg



roof.west side.20160113_095



issing siding.rear.20160113_10



s in roof.west side.20160113_0



ing container.rear.20160113_0



ding materials.rear.20160113_



otice-sign.close.20160119_15



notice-sign.far.20160119_155



rear.20160113_100155.jpg



se-missing.front.20160113_09



,debris.rear.20160113_10015



with missing windows.2016011



re service drop.20160113_095



rest side.20160113_100318.jpg

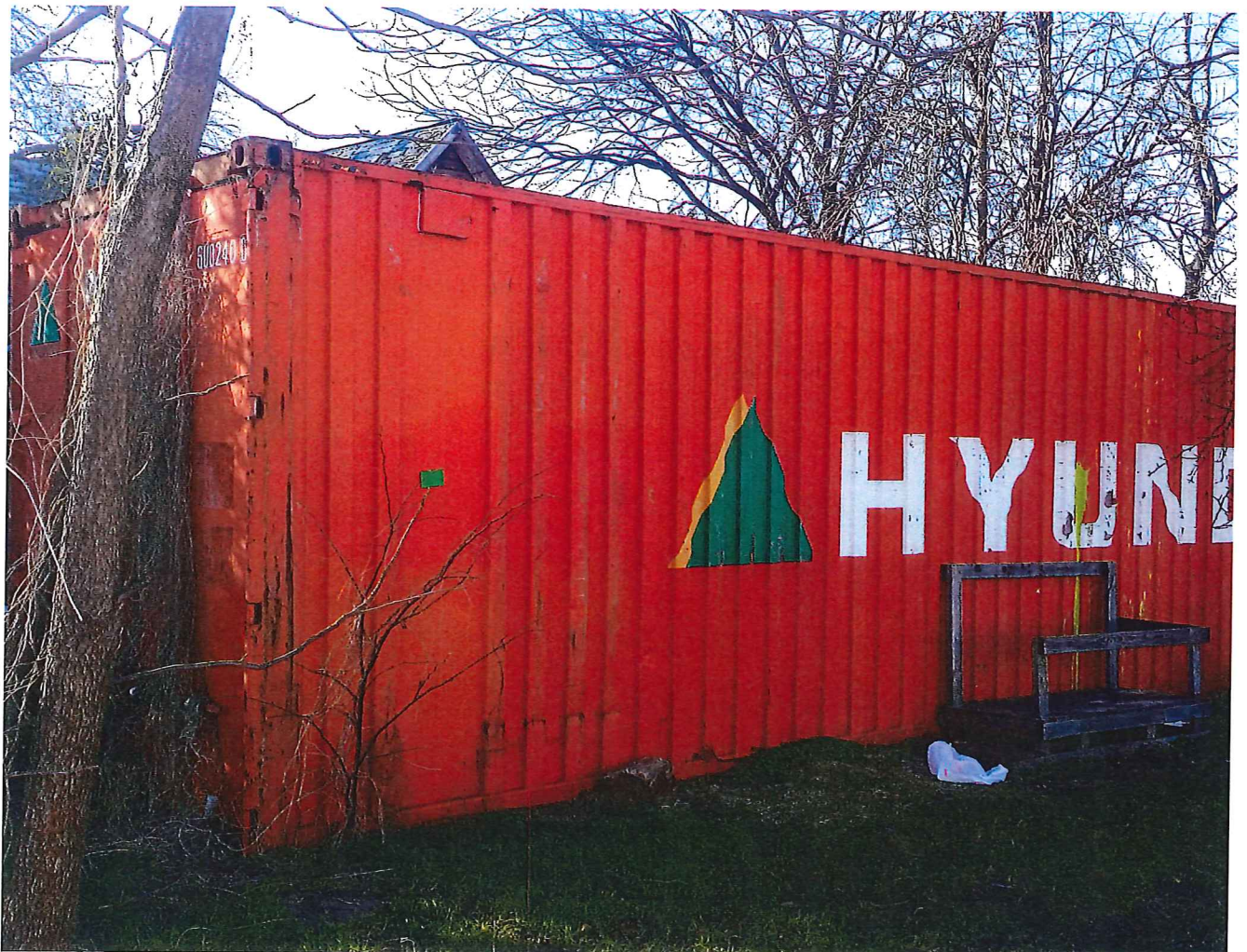




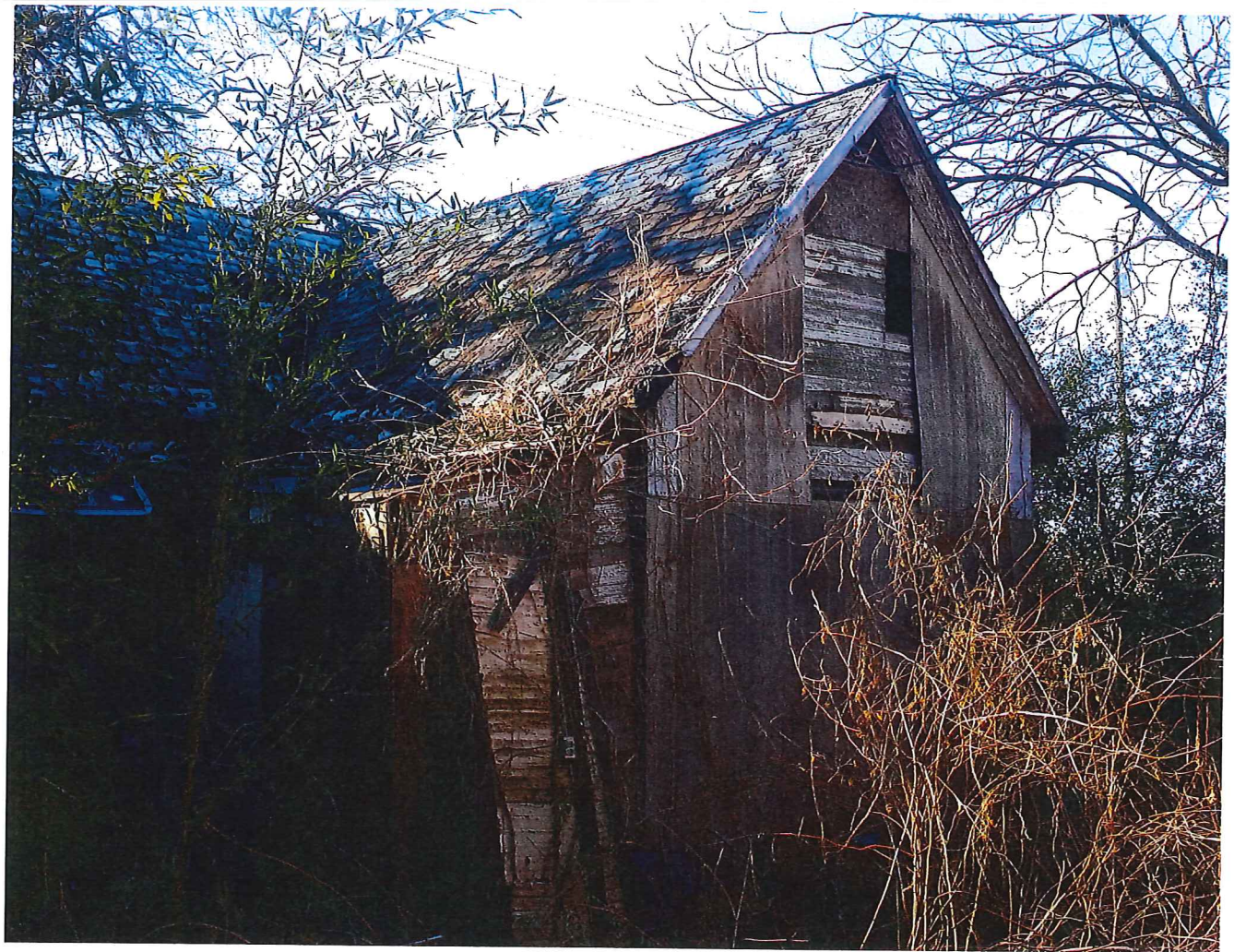


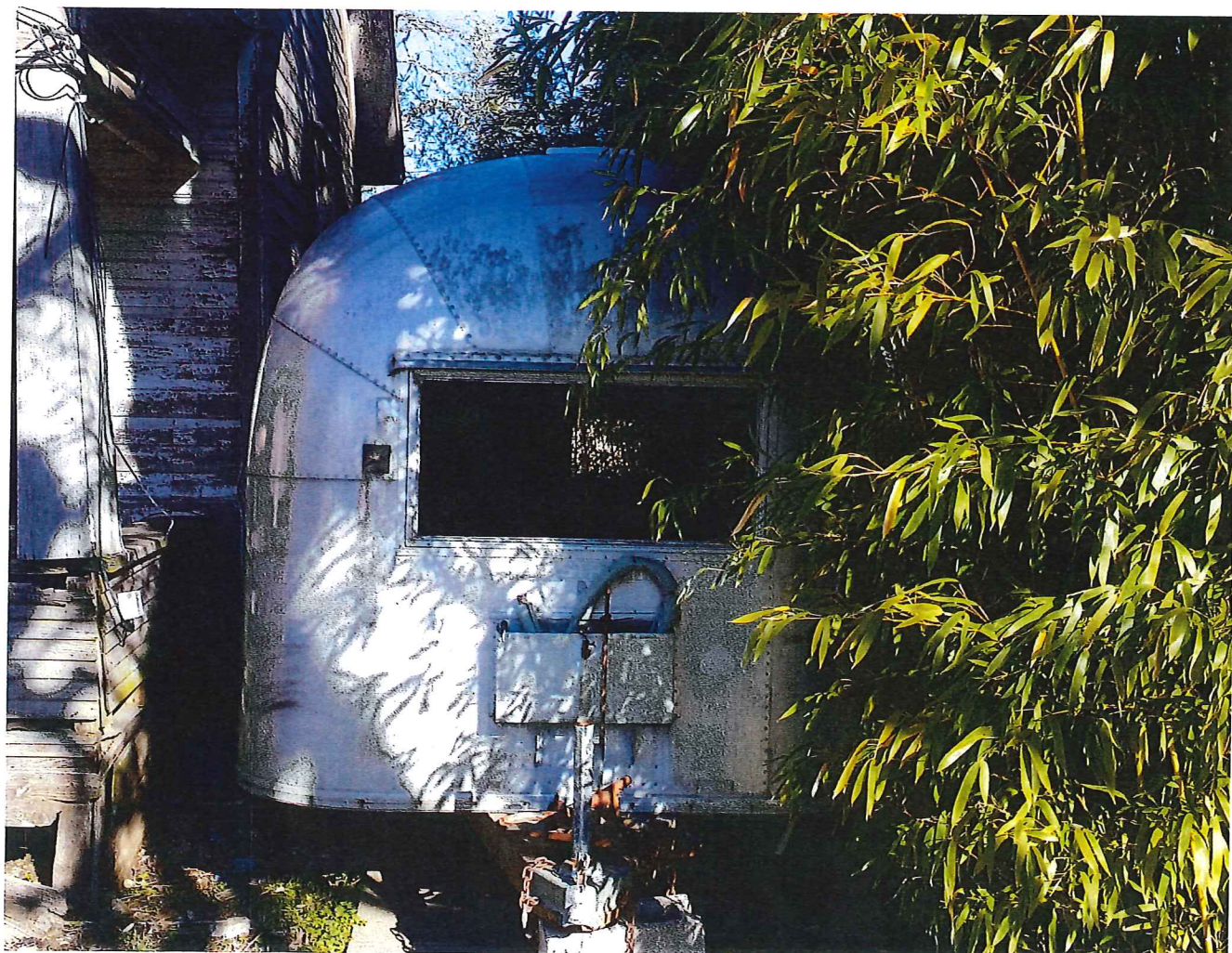
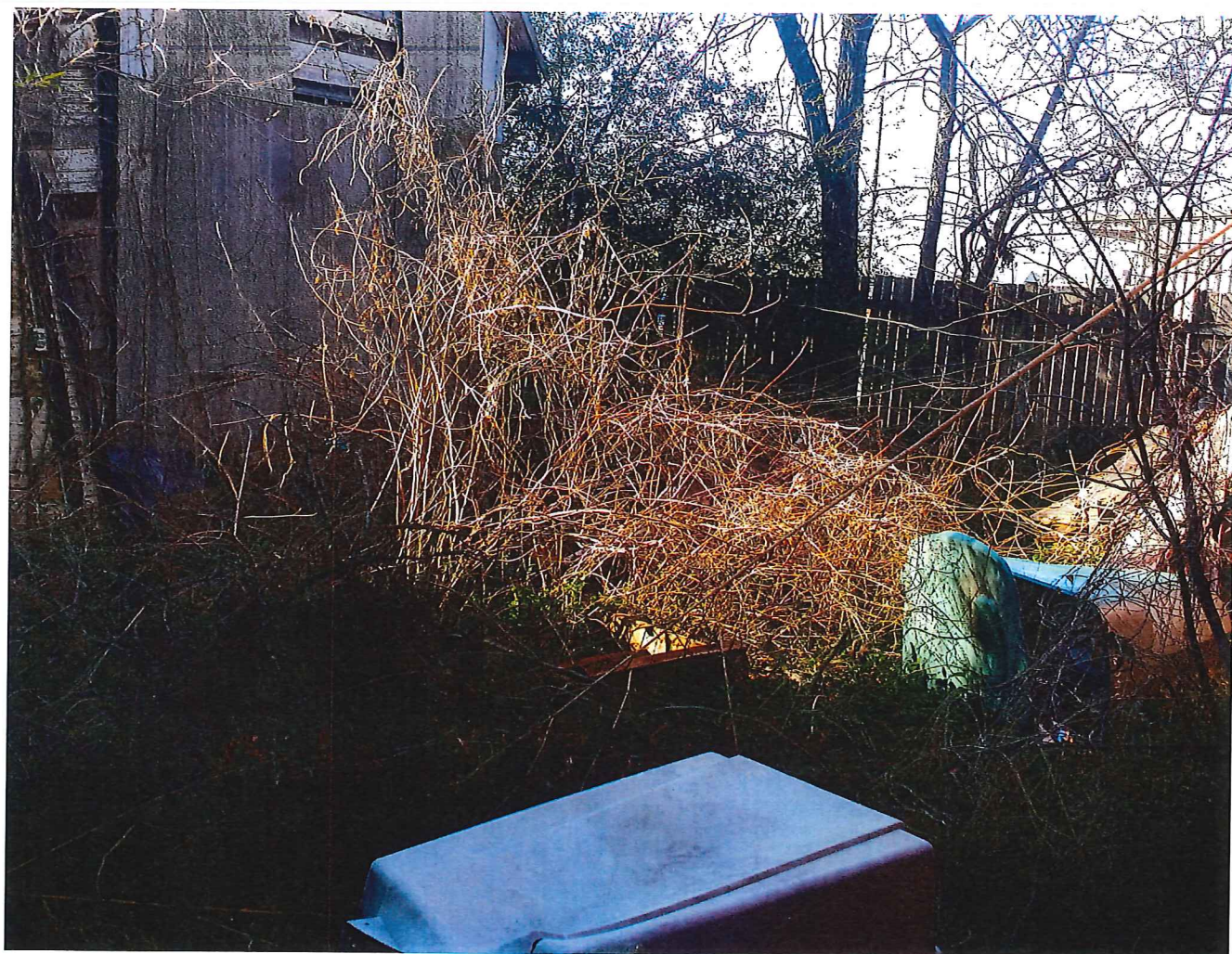




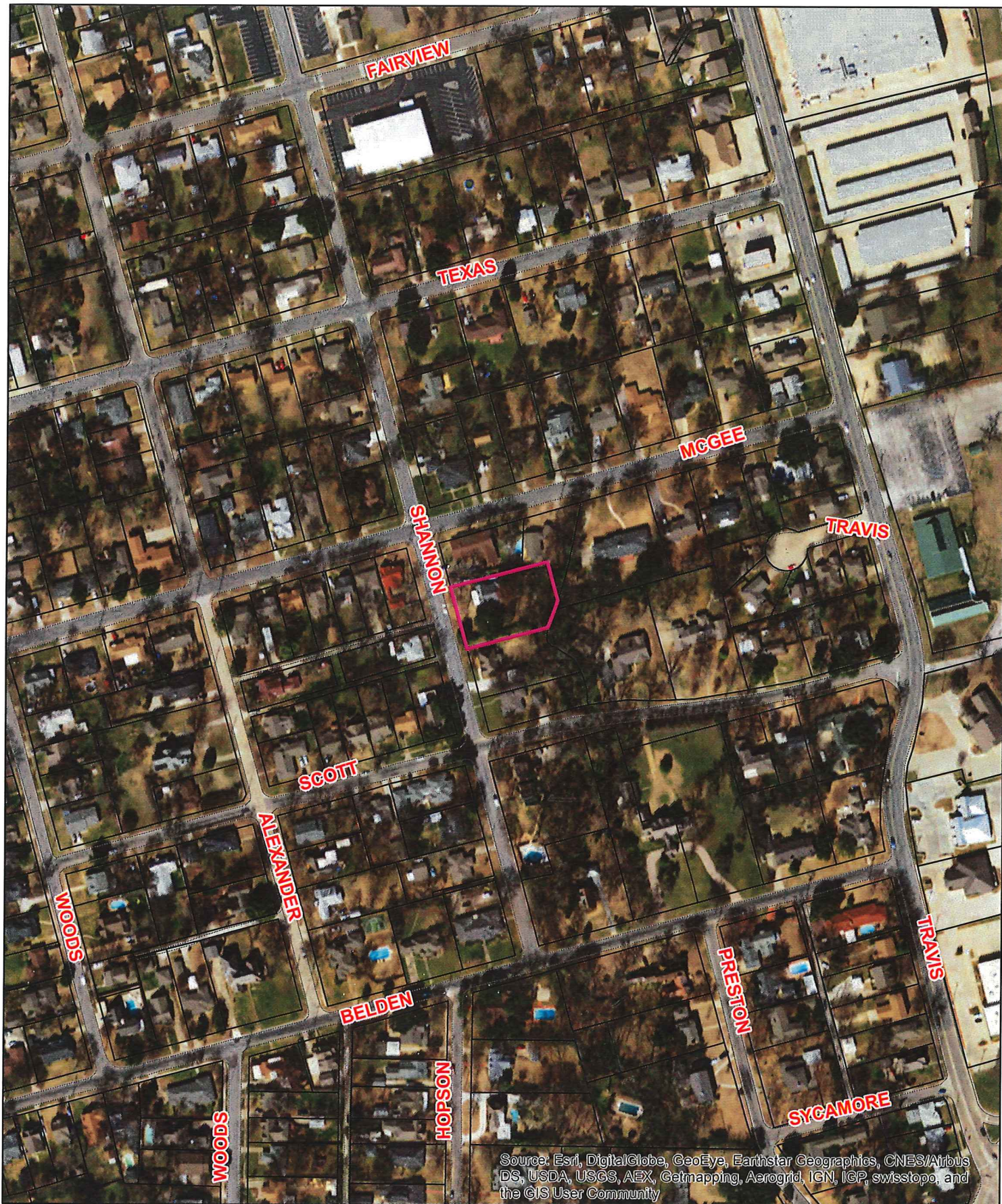












Sherman
CLASSIC TOWN. BROAD HORIZON.

1525 N. Shannon



NOT TO SCALE

1 in = 250 ft

Monday, November 17, 2014

Cecil R. Crockett
P.O. Box 2012
Sherman, TX. 75091-2012



CERTIFIED AND REGULAR MAIL
R.R.R. NO. 7013 2630 0000 4317 6610

NOTICE OF SUBSTANDARD STRUCTURE

Dear Property Owner(s),

The tax records of the Grayson County Appraisal District indicate that you are the owner of a structure located at **1525 N. Shannon St.** The legal description of said property is: **SHANNON R E 1ST ADDN, BLOCK 3, LOT PT 1.**

A recent inspection of that property indicates that the detached garage is substandard under our Code of Ordinances and creates a public nuisance (SEE ATTACHED INSPECTION REPORT).

This letter serves to notify you that you have thirty (30) days to cure the violations identified in the attached inspection report by repairing, demolishing, or removing this building for the good of the public health, safety and welfare.

This letter also serves to notify you that if said violations have not been cured after a period of thirty (30) days, this will cause a hearing to be held with the Substandard Structure Commission in accordance with Sec. 3.06.014(e) of the Substandard Structure Ordinance of the City of Sherman.

Should you have any questions, please contact this office at (903)892-6535.

Sincerely,

Byrle White,
Building Inspector

CC: Scott Shadden, C.B.O., Director of Developmental Services
Attachments (AS STATED ABOVE)

Grayson CAD eSearch

Property ID: 158004 For Year 2016

Map



(https://maps.google.com/maps?ll=32.650413,-96.616141&z=16&t=s&hl=en&cid=158004&mapclient=api) Map data ©2016 Google

Property Details

Account

Property ID:	158004
Legal Description:	SHANNON R E 1ST ADDN, BLOCK 3, LOT PT 1
Geographic ID:	S024 2212014
Agent Code:	
Type:	Real

Location

Address:	1525 N SHANNON ST SHERMAN, TX 75092
Map ID:	S024
Neighborhood CD:	FAIR3V

Owner

Owner ID:	158004
Name:	CROCKETT CECIL R
Mailing Address:	PO BOX 2012 SHERMAN, TX 75091-2012
% Ownership:	100.0%
Exemptions:	DV4 - Disabled Veterans 70% - 100% HS - HOMESTEAD For privacy reasons not all exemptions are shown online.

Property Values	
Improvement Homesite Value:	\$95,917
Improvement Non-Homesite Value:	\$0
Land Homesite Value:	\$10,758
Land Non-Homesite Value:	\$0
Agricultural Market Valuation:	\$0
Market Value:	\$106,675
Ag Use Value:	\$0
Appraised Value:	\$106,675
HS Cap:	\$7,572
Assessed Value:	\$99,103

VALUES DISPLAYED ARE 2016 PRELIMINARY VALUES and are subject to change prior to Certification

DISCLAIMER Information provided for research purposes only. Legal descriptions and acreage amounts are for appraisal district use only and should be verified prior to using for legal purpose and or documents. Please contact the Appraisal District to verify all information for accuracy.

Property Taxing Jurisdiction						
Entity	Description	Tax Rate	Market Value	Taxable Value	Estimated Tax	Freeze Ceiling
CAD	Central Appraisal District	0.000000	\$106,675	\$87,103	\$0.00	
CSH	City of Sherman	0.372000	\$106,675	\$57,103	\$178.98	\$178.98
GRA	Grayson County	0.490900	\$106,675	\$53,768	\$263.95	\$305.57
JRC	Jr College	0.181400	\$106,675	\$72,103	\$79.45	\$79.45
SSH	Sherman School District	1.440000	\$106,675	\$47,103	\$210.09	\$210.09
Total Tax Rate: 2.484300 Estimated Taxes With Exemptions: \$732.47 Estimated Taxes Without Exemptions: \$2,462.02						

Property Improvement - Building

Type: Residential State Code: A1 Living Area: 2,172.00sqft Value: \$89,944

Type	Description	Class CD	Year Built	SQFT
P6	SCREENED PORCH - ROOF,FLR,POSTS,WALL SCRND TO RAIL	*	1942	160.00
P2	OPEN PORCHES - FLOOR,ROOF,POSTS	*	1942	224.00
LA	LIVING AREA	3V	1942	2,172.00

Type: Residential State Code: A1 Living Area: 0.00sqft Value: \$1,623

Type	Description	Class CD	Year Built	SQFT
C	DETACHED CARPORT	C5A	1960	320.00
G	DETACHED GAR	G10A	1960	400.00

Type: Residential State Code: A1 Living Area: 0.00sqft Value: \$4,350

Property Land

Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
RESID	Residential	0.2685	11,693.75	0.00	0.00	\$10,758	\$0

Property Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2016	\$95,917	\$10,758	\$0	\$106,675	\$7,572	\$99,103
2015	\$79,336	\$10,758	\$0	\$90,094	\$0	\$90,094
2014	\$77,559	\$10,758	\$0	\$88,317	\$0	\$88,317
2013	\$77,559	\$10,758	\$0	\$88,317	\$0	\$88,317
2012	\$79,285	\$10,758	\$0	\$90,043	\$0	\$90,043
2011	\$79,599	\$10,758	\$0	\$90,357	\$0	\$90,357
2010	\$79,599	\$15,000	\$0	\$94,599	\$0	\$94,599
2009	\$80,984	\$15,000	\$0	\$95,984	\$0	\$95,984

Property Deed History

Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Number
3/24/2012	OB	OBITUARY	CROCKETT CECIL R ETUX LOUISE R	CROCKETT CECIL R	OBIT		
3/1/1965	WD	WARRANTY DEED	KENNEDY MARTHA EUBANK ETVIR T J	CROCKETT CECIL R ETUX LOUISE R	1025	395	2030

VALUES DISPLAYED ARE 2016 PRELIMINARY VALUES and are subject to change prior to Certification

DISCLAIMER Information provided for research purposes only. Legal descriptions and acreage amounts are for appraisal district use only and should be verified prior to using for legal purpose and or documents. Please contact the Appraisal District to verify all information for accuracy.



BUILDING INSPECTION REPORT

Substandard detached structure

Date of Inspection	<u>11/17/14</u>	Tax ID #	<u>5024 2212014</u>
Address of Inspection	<u>1525 N. SHANNON</u>		
Owner(s):	<u>CECIL R. CROCKETT</u>		

EXTERIOR:

Roof: UNLEVEL DETERIORATED MISSING SHINGLES HOLES
INTERIOR EXPOSED TO ELEMENTS MISSING OR DAMAGED FASCIA
FIRE DAMAGED

Walls: PEELING PAINT SIDING LOOSE OR MISSING FIRE DAMAGED

Doors/Windows: UNSECURED GLASS BROKEN OR MISSING

Structure Integrity: DILAPIDATED COLLAPSING UNSAFE DANGEROUS
FIRE DAMAGED

FINAL COMMENTS: EXTENSIVE REPAIRS OR DEMOLITION REQUIRED

DAMAGE TO STRUCTURE TOO SEVERE TO REPAIR
DEMOLITION REQUIRED

B. White
Building Inspector

U.S. Postal Service™ **CERTIFIED MAIL™ RECEIPT**
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$	\$0.49	15090090
Certified Fee		\$3.30	
Return Receipt Fee (Endorsement Required)		\$2.70	
Restricted Delivery Fee (Endorsement Required)		\$0.00	
Total Postage & Fees	\$	\$6.49	11/18/2014

Postmark
Here

Sent To CECIL R. CROCKETT
 Street, Apt. No., or PO Box No. P.O. BOX 2012
 City, State, ZIP+4 SHERMAN, TX. 75091-2012

PS Form 3800, August 2006

See Reverse for Instructions

OWNER'S
DAUGHTER
TONYA
(903) 821-1064
1525 N. SHANNON

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☐ Agent ☐ Addressee
 X
 B. Received by (Printed Name) C. Date of Delivery
 D. Is delivery address different from item 1? ☐ Yes ☐ No
 If YES, enter delivery address below:

3. Service Type
☒ Certified Mail® ☐ Priority Mail Express™
☐ Registered ☒ Return Receipt for Merchandise
☐ Insured Mail ☐ Collect on Delivery
 4. Restricted Delivery? (Extra Fee) ☐ Yes ☐ No

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

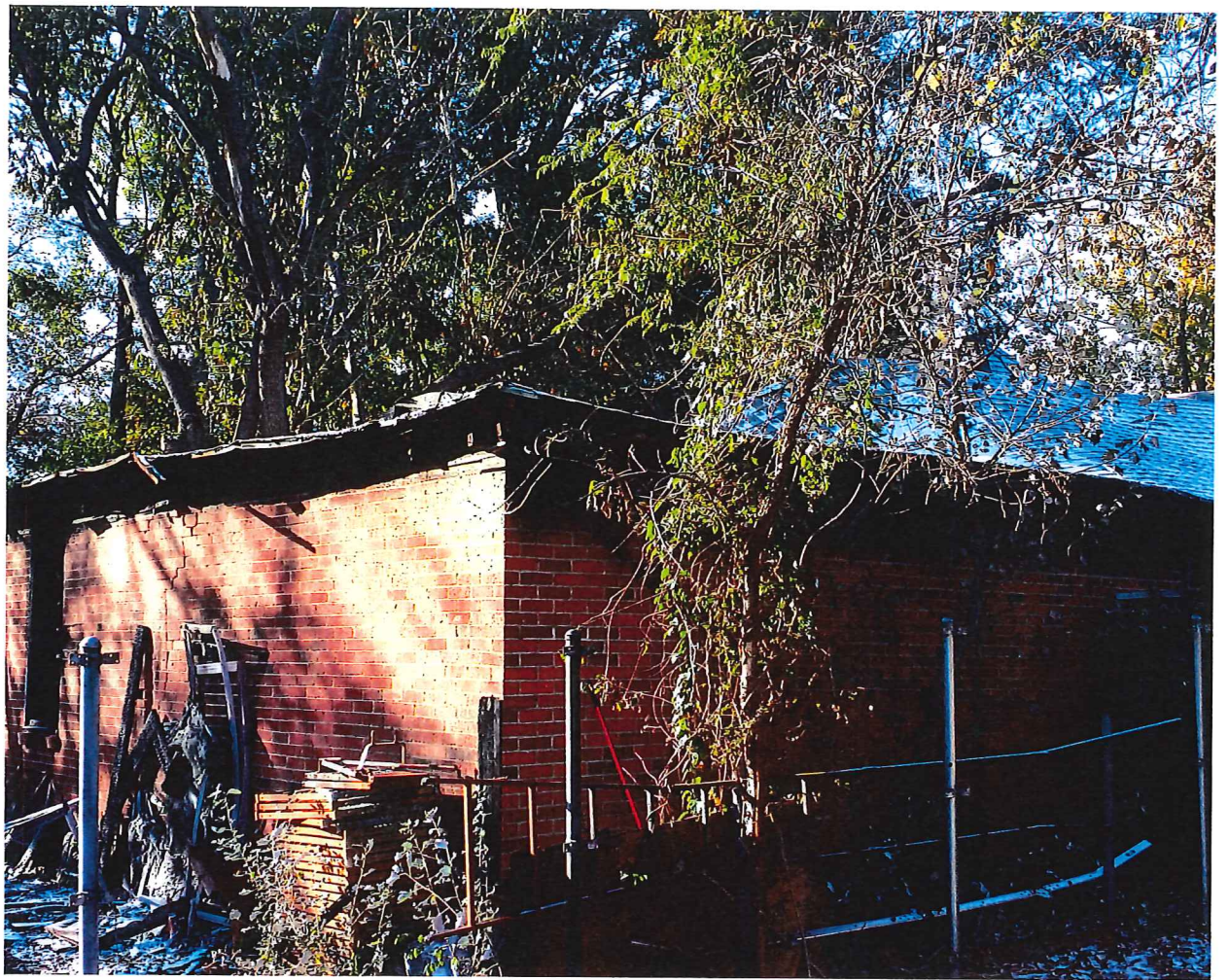
1. Article Addressed to:
CECIL R. CROCKETT
P.O. BOX 2012
SHERMAN, TX. 75091-2012

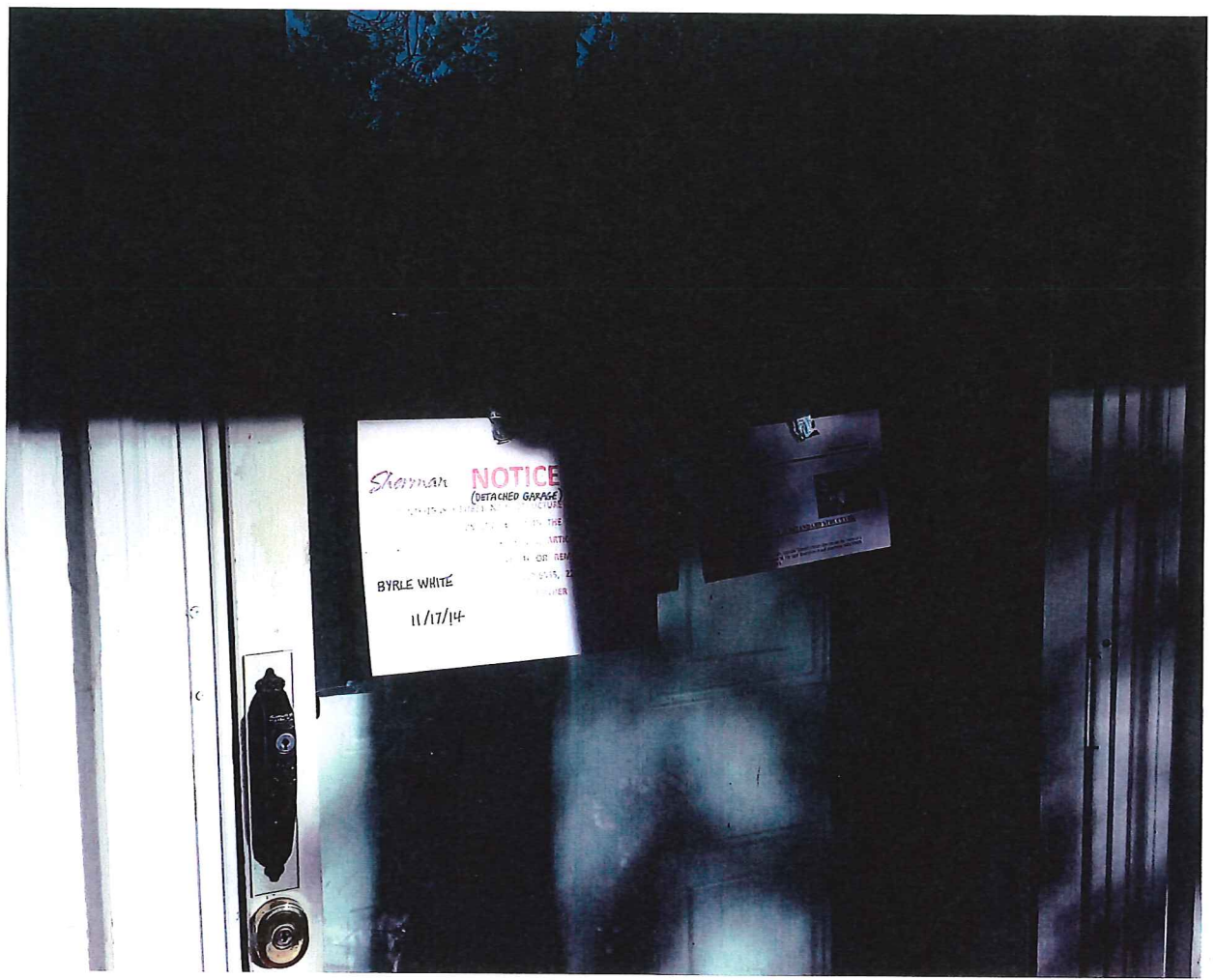
2. Article Number
 (Transfer from service label)
7013 2630 0000 4317 6610

Domestic Return Receipt

PS Form 3811, July 2013







Summary for 1323 E. Cherry

Owner: Livia Ricketts Douglas

March 28, 2016: Inspected

End of March, 2016: City Manager Robby Hefton spoke with Rodney Ricketts on the telephone. Mr. Ricketts said he was going to get the house fixed and would begin working on it immediately. Mr. Ricketts also promised he would call back with a progress report in a week. He never called back nor got in contact with any of the City's officials.

April 13, 2016: Owner is first notified, both through mail and a sign placed on structure.

May 25, 2016: 30 days expired and no response from owner or from Mr. Ricketts. A notification was placed on the structure also.

June 1, 2016: Owner is notified about June 6th City Council Meeting.

June 6, 2016: City Council tables answer until June 20th. Mr. Ricketts stands to speak for sister (owner). Council gave Mr. Ricketts two weeks in order to meet with someone about the cost of bringing the house up to code. Mr. Ricketts stated he was transferring the title of the property into his name.

June 15, 2016: Community Planning Coordinator Moises Duran (Moises) visits to place administrative order on building; all three abandoned cars still have not been moved from driveway and no visible signs of progress or even movement in or around property since Council meeting on June 6, 2016.

Notes

- Water is ACTIVE since 2001, but there has been ZERO consumption since April of 2014.
- Closest car to street was last registered in 2011 and the other vehicle in 2007; they have not been removed from property.

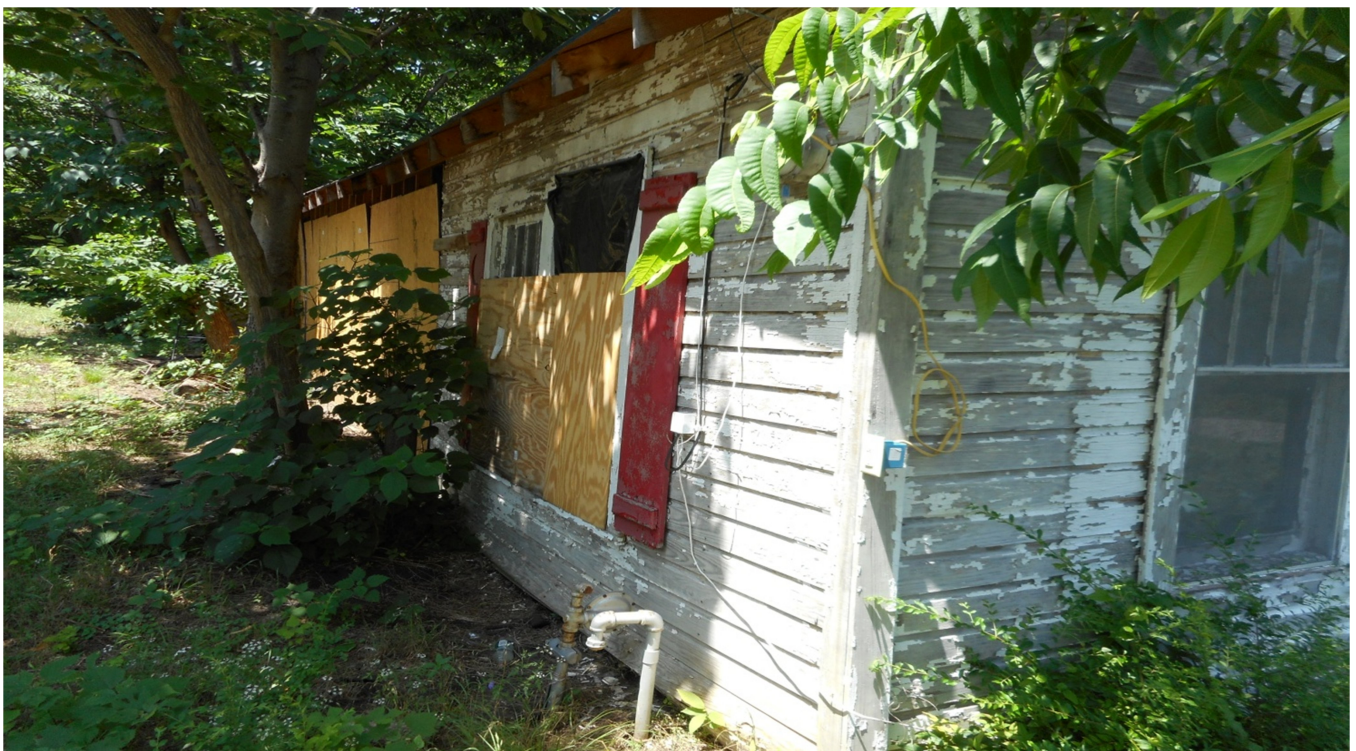
Questions

- Do you have a documented plan?
- Do you have any estimated cost?

March 28, 2016:



June 15, 2016:



Timeline for 817 W. Lamar St.

Owner: Marshall D. Fulmer

January 13, 2016: Inspected

Tuesday, January 19, 2016: Owner is first notified, both through mail and sign placed on structure.

June 1st, 2016: Owner is notified about June 6th City Council Meeting.

June 6, 2016: The property was tabled until June 20th. The Mayor wanted to talk with Congressman Ratcliff and the Veteran's Administration. Mr. Fulmer believes the house can be fixed and wants more time to figure out the cost and fix it. Mr. Fulmer stated that the house has been substandard for a number of years.

June 13, 2016: Research is done on programs that could help Mr. Fulmer rebuild, with Hall Hendricks of the Veterans Center of North Texas being the best option. Mr. Hendricks is contacted; and he is eager to speak with and help Mr. Fulmer. Moises drives to the house to look for Mr. Fulmer; he is not present.

June 14, 2016: Mr. Fulmer is found at the house taking debris out of home and tearing out parts of the house. Now part of the house has no roof; and an entire wall has been taken off. Mr. Hendricks' phone number is given to Mr. Fulmer to contact.

June 15, 2016: Administrative order is mailed and placed on structure. Mr. Fulmer is not present, structure still in same conditions with just more debris outside. Pictures are taken.

Notes

- Water Disconnected and Inactive since October 31, 2013 in the name of Mary Walker

Questions:

- Have you applied for loans?
- Do you have a documented plan?
- Has a contractor given you an estimated cost?

January 13, 2016

Front



Rear



Side



June 15, 2016

Front





Summary for 1525 N. Shannon St.

Owner: Cecil R. Crockett

November 17, 2016: Inspected

Monday, November 17, 2014: Owner is first notified through certified mail, sign placed on structure, and *directly into his hands*.

June 1, 2016: Owner is notified about City Council Meeting. Moises talked to owner for over an hour about the situation; and Mr. Crockett hoped to be able to rebuild.

June 6, 2016: City Council tables a response until June 20th. Councilman Davis confirmed that Mr. Crockett is in favor of the City clearing the lot if the walls are not safe and not worth saving. Mr. Crockett wants to save the brick. Mr. Crockett committed to finding a structural engineer to tell him whether the walls are safe or not.

June 14, 2016: Community Development Coordinator Theresa Caudle, Moises, and a demolition contactor (Steve Hawthorn) went to Mr. Crockett's house to discuss the difficulty of demolition and what could be salvaged. The contractor mentioned that the demolition would be a difficult task, with the saving of the bricks not being an option unless they were separated by hand. The contractor also stated that, due to the walls leaning outwards, he expects several walls to collapse as soon as he removes burnt roof, thus stating the structure is not sturdy or safe.

June 15, 2016: Moises visits to deliver Administrative Order in hand; still no progress on property has occurred; and still no word from a structural engineer.

Notes

It is owner's detached garage that was caught on fire several years ago.

Questions

- Have you spoken to a structural engineer?
- What is your plan?

November 17, 2014



June 15, 2016







SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. F. 3.

Meeting Date: 06/20/2016

Prepared By: Steve Ayers, Director of Community and Support Services

Approved By: Robby Hefton, City Manager

Caption:

*** OTHER BUSINESS**

Consider Request of Downtown Sherman Preservation & Revitalization to Temporarily Close Certain Streets for "Christmas in July" on Saturday, July 9, 2016

Issue:

Downtown Sherman Preservation & Revitalization (DSP&R) is requesting to temporarily close Travis Street (between Lamar Street and Houston Street) and Crockett Street (between Lamar Street and Houston Street) on Saturday, July 9, 2016 from 7:00 a.m. to 2:00 p.m. for "Christmas in July".

This is the third year DSP&R has hosted this event, with participation increasing each year. The event includes businesses and non-profits providing activities for children. The children are allowed to go to each activity at their own pace. The Police Department participates with officers handing out stickers. The Fire Department opens up Central Fire Station to allow children to view fire equipment.

Background:

This is one of several events planned by DSP&R.

Origination:

Ms. Karen Tooley, Director of DSP&R

Financial Consideration:

Barricades and cones would be provided by the City of Sherman Street Department. Solid waste receptacles would be provided by the City of Sherman Solid Waste Department. DSP&R would work with the Sherman Police Department to arrange for security officers for the event. DSP&R has been instructed that emergency vehicle accessibility must be maintained throughout the closed streets at all times.

Staff Recommendation:

It is recommended that the Council authorize the use of City resources to provide barricades, cones, solid waste receptacles, and security support as requested.

Alternatives:

As directed by the Council

Attachments

DSP&R's Request dated June 6, 2016

"Christmas in July" Street Clousure Map

6 June 2016

Mr. Steve Ayers
Director of Community Support Services
PO Box 1106
Sherman, TX 75091



Dear Steve,

Downtown Sherman NOW (DSP&R) would like city approval to hold an event, Christmas in July. The details are below. If I can answer questions or help clarify this request, please do not hesitate to contact me by email (kctooley@msn.com) or phone (903-816-2811).

Sincerely,

Karen Tooley

Executive Director, Downtown Sherman NOW

Name of Event: Christmas in July

Date/Time of Event: Saturday, 9 July 2016, 9 am - 1 pm

Description of Event: Businesses and non-profits will offer free activities for children like bean bag toss, hopscotch, face painting, etc. on the courthouse lawn. Some downtown businesses will offer activities at their businesses.

Street Closure Request: From 7:00am-2:00pm: 100 blocks of S Travis and S Crockett

Supplies Requested: 10 rolling trash cans & 30 orange traffic cones (delivered to the east side of the courthouse near the trash dumpsters).

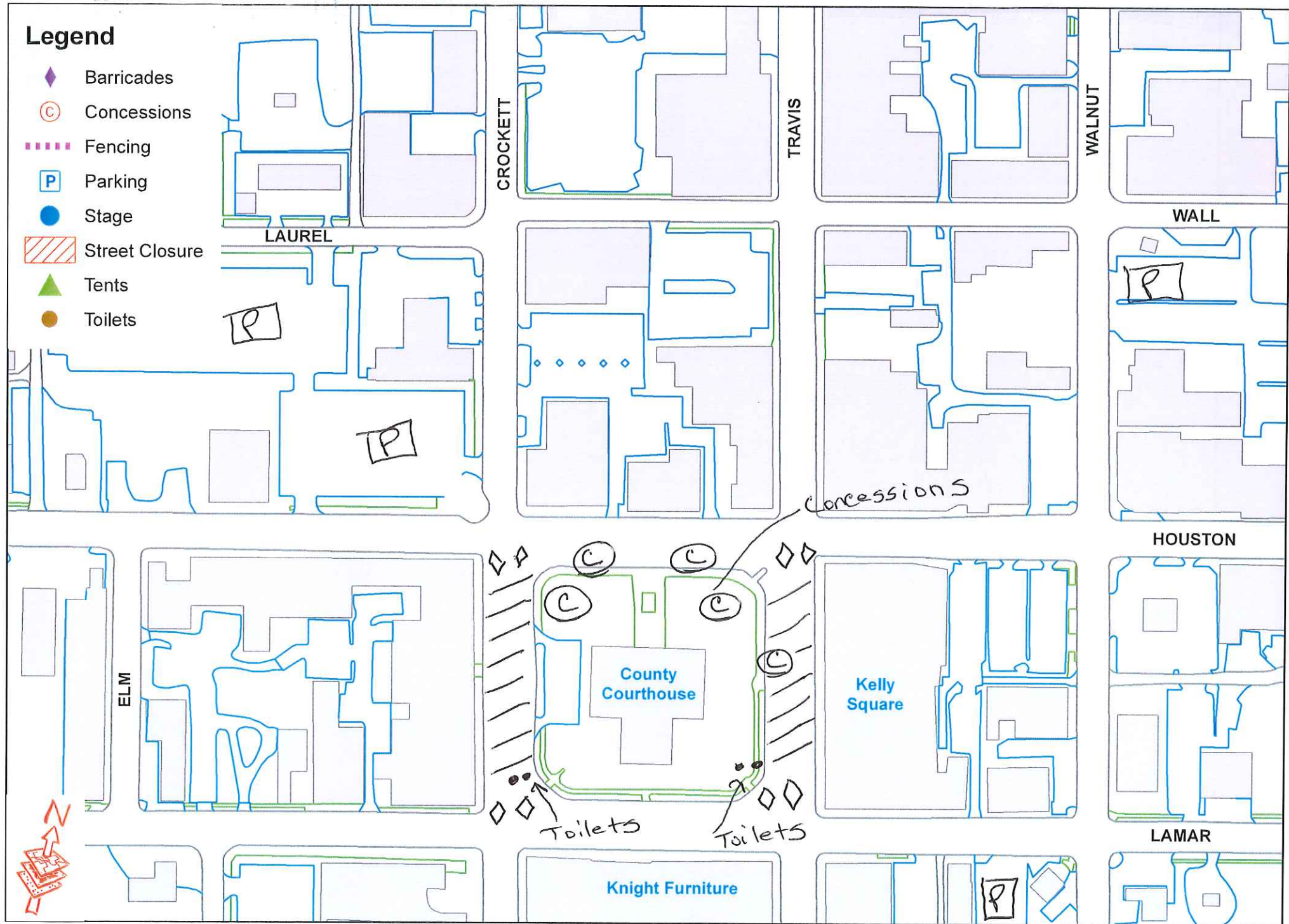
Event Title

CHRISTMAS IN JULY

SATURDAY, JULY 9, 2016

Legend

-  Barricades
-  Concessions
-  Fencing
-  Parking
-  Stage
-  Street Closure
-  Tents
-  Toilets





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. F. 4.

Meeting Date: 06/20/2016

Prepared By: Steve Ayers, Director of Community and Support Services

Approved By: Robby Hefton, City Manager

Caption:

*** OTHER BUSINESS**

Consider Request of the Crisis Center of Grayson County to Temporarily Close Certain Streets for the "Seeds of Hope Moonlight 5K & Fun Run" on Saturday, September 24, 2016

Issue:

The Crisis Center of Grayson County plans to host the "Seeds of Hope Moonlight 5K & Fun Run" on Saturday, September 24th and is requesting the City of Sherman's assistance with street closures. This is a night run and will begin at 7:00 p.m. on City streets.

The event will include a live band, concession stand, and other activities around the Grayson County Courthouse. The Crisis Center of Grayson County plans to apply for an alcohol permit from the Texas Tobacco and Alcohol Commission to provide free beer to participants after the race.

Background:

The Crisis Center of Grayson County will hold the "Seeds of Hope Moonlight 5K & Fun Run" on Saturday, September 24th. The event will begin at 7:00 p.m. and will follow the route displayed on the attached map. The event will require traffic control assistance, barricades, and cones from the City of Sherman.

Origination:

Scott Caldwell, President-Elect/Race Director, "Seeds of Hope Moonlight 5K & Fun Run"

Financial Consideration:

Overtime labor and equipment to provide traffic control assistance and place/remove barricades and cones. Solid waste receptacles would be provided by the City of Sherman Solid Waste Department.

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

Crisis Center's Request dated June 1, 2016

5K Course

Fun Run Course



Moonlight
5K & Fun Run

June 1, 2016

Steve Ayers
Director of Community and Support Services
City of Sherman

Mr. Ayers:

The Grayson County Crisis Center will be putting on its third annual Seeds of Hope Moonlight 5K run and Fun Run on the night of Saturday, Sept. 24, 2016, to benefit the Crisis Center and its mission of providing a safe haven to local victims of domestic violence and sexual assault.

As in years past, our plan is to use Crockett Street, just off of Houston, as the site of the start and finish of the race, with runners heading north and, eventually, running east on Brockett. Registration, check-in, the awards presentation, etc., will be across the street on the north side of the Grayson County Courthouse. We would be on-site between the hours of 5 p.m.-10:30 p.m. We are requesting city support for security/directing traffic during race time – specifically:

- Intersection of Travis and West Mulberry...
- Intersection of North Elm and Washington...
- Corner/intersection of Walnut and Brockett...
- Intersection of Brockett and Travis streets (runners on their way back).

An open tent (roughly 10 x 10) may be set up on the Courthouse lawn, which has been approved by the county. We plan on providing runners with fruit, snacks, water and beer after the race, and have scheduled a live band to perform before and after the 5K on the steps of the courthouse. As in past years, we will employ licensed bartenders to serve the beer and are providing the beer at no charge. We have talked to the local TABC office and understand and follow all TABC rules and laws.

We are partnering with Chip-2-Chip racing systems. They will be setting up the start/finish “arch” for timing and organization. This will be the only structure specifically for the race. We are expecting the participation of between 400-500 runners.

Thank you for your help. I look forward to hearing from you.

Sincerely,

Scott Caldwell
President-Elect / Race Director, Seeds of Hope Moonlight 5K & Fun Run
Grayson County Crisis Center

ngmap.com

miles
60
postal code

GRAYSON CRISIS CENTER



Moonlight
5K & Fun Run

5K course

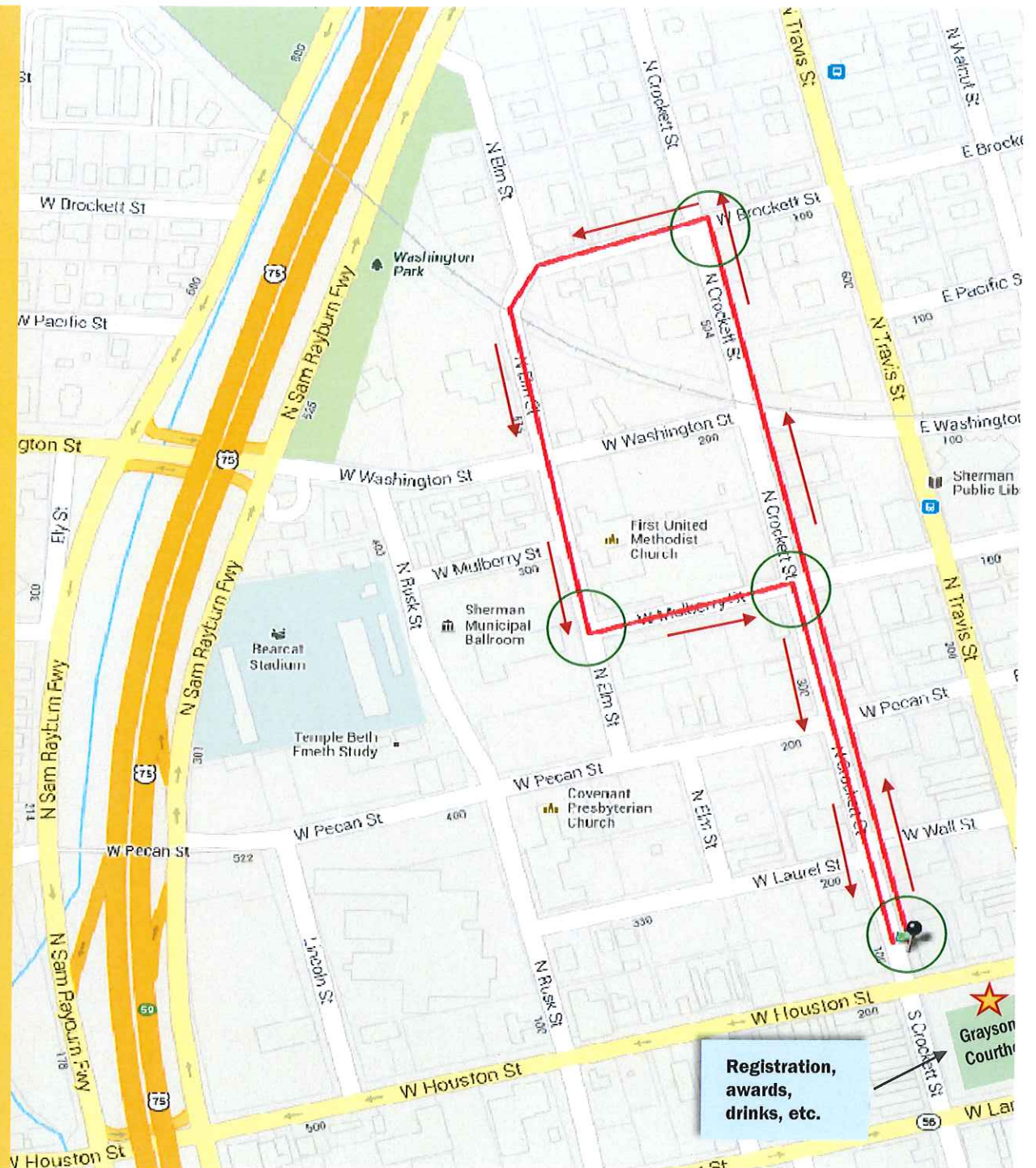
Registration, drinks, awards presentation...
north lawn of the courthouse.

GRAYSON CRISIS CENTER



Moonlight
5K & Fun Run

Fun Run





City Council Regular Meeting

Meeting Date: 06/20/2016

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

COUNCIL CALENDAR

Attachments

2016 Council Calendar

2016

JANUARY						
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FEBRUARY						
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JULY						
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SEPTEMBER						
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OCTOBER						
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NOVEMBER						
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DECEMBER						
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1/11/2016	Called Council Meeting for Transportation Workshop
4/11/2016	Called Joint Mtg with SISD Board in Council Chambers
4/15/2016	Called Budget Planning Meeting in Council Chambers
06/21-22/2016	Called Budget Workshop in Council Chambers
6/23/2016	Called Joint Mtg with SISD Board at SISD Admin Off

7/4/2016	Independence Day/Called Council Meeting on 7/5/2016
9/5/2016	Labor Day/Called Council Meeting on 9/6/2016