

**CITY OF SHERMAN
CITY COUNCIL REGULAR MEETING AGENDA
COUNCIL CHAMBERS OF THE CITY HALL
220 WEST MULBERRY STREET
SHERMAN, TEXAS
MONDAY, JUNE 19, 2017
5:00 P.M.**

- A. 1. CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN**
- A. 2. PLEDGE OF ALLEGIANCE LED BY COUNCIL MEMBER KEVIN COUCH**
- A. 3. INVOCATION BY COUNCIL MEMBER KEVIN COUCH**
- A. 4. APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF JUNE 5, 2017**

Consent Agenda

B. 1. CONSENT AGENDA

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

Resolutions

C. 1. RESOLUTION NO. 6232

Finding that Oncor Electric Delivery Company LLC's ("Oncor" or "Company") Application to Change Rates within the City Should Be Denied; Finding that the City's Reasonable Rate Case Expenses Shall Be Reimbursed by the Company; Requiring Notice of this Resolution to the Company and Legal Counsel

C. 2. RESOLUTION NO. 6233

Authorizing Execution of a Contract with Parsons Commercial Roofing for Roof Repairs to City Hall through the TIPS Purchasing Cooperative

C. 3. RESOLUTION NO. 6234

Authorizing Execution of a Contract with Big Bear Roofing & Construction, LLC. for Roof Repairs to the Solid Waste Department Building through the TIPS Purchasing Cooperative

C. 4. * RESOLUTION NO. 6235

Authorizing Execution of a Professional Services Agreement with Freeman-Millican, Inc. for Engineering Services for the Design of the City of Sherman Sludge Thickener Replacement Project at the City's Wastewater Treatment Facility

C. 5. * RESOLUTION NO. 6236

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

C. 6. * RESOLUTION NO. 6237

Authorizing Execution of an Agreement with Jose Torres Castillo and Crisalida Serrano Gonzales for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 1801 East Alma Avenue

Requests to Advertise

D. 1. * REQUEST TO ADVERTISE

Contracting with a Construction Manager-at-Risk (CMAR) for Renovations to Fire Station #5

Change Orders

E. 1. * CHANGE ORDER NO. 1

Harrison Elevated Tank Repair and Paint Project, Principle Industrial Services, LLC; \$42,241.10 Decrease

E. 2. * CHANGE ORDER NO. 1

Approving the Greater Texoma Utility Authority's Intent to Execute Change Order No. 1; Sears Lift Station Relief Sewer Improvements; Lynn Vessels Construction, LLC; \$4,194.97 Increase

Other Business

F. 1. OTHER BUSINESS

Receive Quarterly Progress Report from Sherman Economic Development Corporation Board Chairman Greg Kirkpatrick and SEDCO President John Plotnik

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 551.071	Consultation with City Attorney concerning Pending or Contemplated Litigation
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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 14, 2017 at 4:00 p.m., and said time of posting was 72 hours before said meeting was convened or called to order.

Dated this 14th day of June, 2017
City of Sherman, Texas

City Clerk

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

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

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

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

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

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

Mayor

David Plyler

Deputy Mayor

Jason Sofey

Council Members

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

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

Shawn C. Teamann, Council – District #1

Terrence R. Steele, Council – District #2

Pamela L. Howeth, Council – District #3

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



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

A.4.

Meeting Date: 06/19/2017

Prepared By: Linda Ashby, City Clerk

Approved By: Robby Hefton, City Manager

Caption:

APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF JUNE 5, 2017

Attachments

June 5, 2017

STATE OF TEXAS §
COUNTY OF GRAYSON §

BE IT REMEMBERED THAT A Regular Meeting of the City Council of the City of Sherman, Grayson County, Texas was begun and held in the Council Chambers of City Hall on June 5, 2017.

MEMBERS PRESENT: MAYOR DAVID PLYLER; DEPUTY MAYOR JASON SOFEY. COUNCIL MEMBERS BROWN, COUCH, HOWETH, STEELE, TEAMANN.

MEMBERS ABSENT: NONE.

CALL TO ORDER

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

APPROVE MINUTES

The Council reviewed the Minutes of the Called Budget Planning Meeting of April 21, 2017, the Regular City Council Meeting of May 15, 2017, and the Called City Council Meeting of May 22, 2017. Council Member Couch moved to approve the Minutes as presented; Second by Council Member Howeth. All present voted AYE.

MOTION CARRIED.

SPECIAL PRESENTATION

RECOGNIZING MUNICIPAL COURT CLERK JANIS FLETCHER'S ACCOMPLISHMENT IN OBTAINING HER LEVEL 3 MUNICIPAL COURT CLERK CERTIFICATE

Lisa Howard, Co-Chairman and President, Texas Court Clerks Association Education Committee, presented a plaque to Janis Fletcher, Municipal Court Clerk, for obtaining her Level 3 Certification. Out of approximately 3,000 Court Clerks in Texas, Ms. Fletcher is one of 74 Certified Municipal Court Clerks.

To qualify for certification, Ms. Fletcher had to complete three levels, with each level including 40 hours of continuing education, a four-hour test, attendance at a 24-hour assessment clinic, a court administrator seminar, completing observations in other courts, and writing a journal.

Ms. Howard recognized Ms. Fletcher's accomplishments on behalf of the Texas Court Clerk's Association, the Texas Municipal Courts Association, and the Texas Court Clerk's Education Center for the State of Texas, and presented her with a plaque.

Ms. Fletcher thanked Mary Lawrence, Director of Finance, for her support during the certification process. Mayor Plyler thanked Ms. Fletcher for her hard work to become certified.

PROCLAMATION

RECOGNIZING JIM LOUGH FOR HIS SERVICE ON THE CIVIL SERVICE COMMISSION

Council Member Steele presented a proclamation to James Lough, Civil Service Commission Member, for his service on the board from June 7, 2005 through June 7, 2017. He also served as Chairman from January 2009 through June 7, 2017.

RECOGNIZE JIM
LOUGH FOR CIVIL
SERVICE COMMISSION

INTRODUCTION AND PUBLIC HEARING OF ORDINANCES

Mayor Plyler introduced Ordinance No. 6031 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, ADOPTING A REVISED OFFICIAL ZONING MAP.

ORD 6031
REVISED OFFICIAL
ZONING MAP

Scott Shadden, Director of Development Services, explained that the ordinance adopts the official zoning map, as required by State law.

No citizens appeared before the City Council to discuss Ordinance No. 6031.

Mayor Plyler introduced Ordinance No. 6032 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW A MARRIOTT COURTYARD HOTEL IN A C-1 (RETAIL BUSINESS) DISTRICT/O-1 (75 & 82) OVERLAY DISTRICT AT 4344 LOY LAKE ROAD, BEING LOT 2, BLOCK 1, AMERISTATE PLAZA (SHERMAN HOTELS, LLC, OWNER; GRAY ROCK, LLC, CIVIL ENGINEER AND LANDSCAPE ARCHITECT; AND EJES, INC., ARCHITECT); PROVIDING FOR A REPEALER; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00.

ORD 6032
SUP FOR MARRIOTT
COURTYARD HOTEL

Mr. Shadden said the Specific Use Permit is for a five-story hotel, which will have 117 rooms, and will be located north of Sherman Town Center, on Loy Lake Road.

No citizens appeared before the City Council to discuss Ordinance No. 6032.

The Public Hearing was closed.

ADOPTION OF ORDINANCES

Ordinance 6031

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, ADOPTING A REVISED OFFICIAL ZONING MAP.

ORD 6031
REVISED OFFICIAL
ZONING MAP

Ordinance 6032

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW A MARRIOTT COURTYARD HOTEL IN A C-1 (RETAIL BUSINESS) DISTRICT/O-1 (75 & 82) OVERLAY DISTRICT AT 4344 LOY LAKE ROAD, BEING LOT 2, BLOCK 1, AMERISTATE PLAZA (SHERMAN HOTELS, LLC, OWNER; GRAY ROCK, LLC, CIVIL ENGINEER AND LANDSCAPE ARCHITECT; AND EJES, INC., ARCHITECT); PROVIDING FOR A REPEALER; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00.

ORD 6032

SUP FOR MARRIOTT
COURTYARD HOTEL

ACTION TAKEN.

Motion by Council Member Couch to adopt Ordinance Nos. 6031 and 6032, as presented. Second by Council Member Steele.

VOTING AYE: Brown, Couch, Howeth, Sofey, Steele, Teamann.

VOTING NAY: None.

MOTION CARRIED.

CONSENT AGENDA

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

CONSENT AGENDA

RESOLUTIONS

RESOLUTION NO. 6226 – RELATING TO GREATER TEXOMA UTILITY AUTHORITY CONTRACT REVENUE BONDS, SERIES 2017A (CITY OF SHERMAN PROJECT); AND APPROVING THE ISSUANCE THEREOF, THE NOTICE OF SALE PREPARED IN CONNECTION WITH THE PUBLIC OFFERING OF THE BONDS AND THE FACILITIES TO BE CONSTRUCTED OR ACQUIRED BY SUCH AUTHORITY

RES 6226

GTUA BONDS

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, RELATING TO GREATER TEXOMA UTILITY AUTHORITY CONTRACT REVENUE BONDS, SERIES 2017A (CITY OF SHERMAN PROJECT); AND APPROVING THE ISSUANCE THEREOF, THE NOTICE OF SALE, PREPARED IN CONNECTION WITH THE PUBLIC OFFERING OF THE BONDS AND THE FACILITIES TO BE CONSTRUCTED OR ACQUIRED BY SUCH AUTHORITY.

Mary Lawrence, Director of Finance, said this is another bond issuance by the Greater Texoma Utility Authority, on behalf of the City of Sherman. The bond issuance is for about \$6 million and is mostly for in-house utility projects.

These projects include the Preston Club water line, the Taylor-Washington Street water, Travis Street water, Canyon

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Creek wastewater, Swan Ridge water, and the Gallagher Tower painting and repair project.

She introduced Drew Satterwhite, GTUA General Manager, who said the ordinance would authorize the issuance of contract revenue bonds for the City of Sherman. The bonds will be sold on the open market. The City received a AA bond rating. On May 31, 2017, the City received six bids. The lowest bid came from Citygroup at a 2.93% interest rate on a 20 year note.

If the City Council approves the ordinance today, then GTUA would meet on June 19, 2017 and would adopt the bond resolution. Money would be ready for funding on June 29, 2017.

Robby Hefton, City Manager, added that a large portion of the projects would be completed in-house. He said a few years ago, the City began working on projects with an expanded utility crew and additional equipment that was purchased. He said the City was able to complete a significant amount of work through with this new crew.

ACTION TAKEN.

Motion by Council Member Steele to adopt Resolution No. 6226, as presented. Second by Council Member Howeth.

VOTING AYE: Brown, Couch, Howeth, Sofey, Steele, Teamann.

VOTING NAY: None.

MOTION CARRIED.

RESOLUTION NO. 6227 – AUTHORIZING EXECUTION OF A DEVELOPMENT AGREEMENT WITH SHERMAN CROSSROADS, LTD. FOR THE CONSTRUCTION OF PUBLIC SANITARY SEWER MAIN IMPROVEMENTS IN THE SHERMAN CROSSROADS, PHASE 1, A DEVELOPMENT WEST OF U.S. HIGHWAY 75, NORTH OF F.M. 1417 IN THE CITY OF SHERMAN

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A DEVELOPMENT AGREEMENT WITH SHERMAN CROSSROADS, LTD. FOR THE CONSTRUCTION OF PUBLIC SANITARY SEWER MAIN IMPROVEMENTS IN THE SHERMAN CROSSROADS, PHASE 1, A DEVELOPMENT EAST OF U.S. HIGHWAY 75, NORTH OF F.M. 1417 IN THE CITY OF SHERMAN.

**RES 6227
DEVELOPMENT
AGREEMENT
SHERMAN
CROSSROADS**

Clint Philpott, Director of Engineering, said the Development Agreement is with Sherman Crossroads, to extend sewer from West Travis Street, the first phase that was recently completed, south to FM 1417, then along the GlobiTech property line to tie into the sewer main.

ACTION TAKEN.

Motion by Council Member Howeth to adopt Resolution No. 6227, as presented. Second by Council Member Teamann.

VOTING AYE: Brown, Couch, Howeth, Sofey, Steele, Teamann.

VOTING NAY: None.

MOTION CARRIED.

RESOLUTION NO. 6228 – AUTHORIZING EXECUTION OF A DEVELOPMENT AGREEMENT WITH 3B&L LOY LAKE, LLC FOR THE CONSTRUCTION OF PUBLIC WATER AND SANITARY SEWER MAIN IMPROVEMENTS IN THE SHERMAN CARWASH ADDITION, A 3.745-ACRE DEVELOPMENT NORTH OF U.S. HIGHWAY 82, ALONG LOY LAKE ROAD IN THE CITY OF SHERMAN

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A DEVELOPMENT AGREEMENT WITH 3B&L LOY LAKE, LLC FOR THE CONSTRUCTION OF PUBLIC WATER AND SANITARY SEWER MAIN IMPROVEMENTS IN THE SHERMAN CARWASH ADDITION, A 3.745-ACRE DEVELOPMENT NORTH OF U.S. HIGHWAY 82, ALONG LOY LAKE ROAD IN THE CITY OF SHERMAN.

Mr. Philpott said this Development Agreement was for sewer and water extensions for a new carwash at the corner of Loy Lake Road and Pecan Grove Road.

ACTION TAKEN.

Motion by Council Member Couch to adopt Resolution No. 6228, as presented. Second by Council Member Steele.

VOTING AYE: Brown, Couch, Howeth, Sofey, Steele, Teamann.

VOTING NAY: None.

MOTION CARRIED.

RESOLUTION NO. 6229 – FINDING AND DETERMINING A PUBLIC PURPOSE AND PUBLIC NECESSITY EXISTS FOR CONSTRUCTION OF CITY PROJECT NORTH TRAVIS STREET WATER MAIN REPLACEMENT; APPOINTING AN APPRAISER AND NEGOTIATOR AS NECESSARY; AUTHORIZING THE CITY MANAGER TO ESTABLISH JUST COMPENSATION FOR THE PROPERTY RIGHTS TO BE ACQUIRED; AUTHORIZING THE CITY MANAGER TO TAKE ALL STEPS NECESSARY TO ACQUIRE THE NEEDED PROPERTY RIGHTS IN COMPLIANCE WITH ALL APPLICABLE LAWS AND REGULATIONS

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, FINDING AND DETERMINING A PUBLIC PURPOSE AND PUBLIC NECESSITY EXISTS FOR CONSTRUCTION OF CITY PROJECT NORTH TRAVIS STREET WATER MAIN REPLACEMENT; APPOINTING AN APPRAISER AND NEGOTIATOR AS NECESSARY; AUTHORIZING THE CITY MANAGER TO ESTABLISH JUST COMPENSATION FOR THE PROPERTY RIGHTS TO BE ACQUIRED; AUTHORIZING

RES 6228
DEVELOPMENT
AGREEMENT
SHERMAN CARWASH
ADDITION

RES 6229
NORTH TRAVIS ST.
WATER MAIN
REPLACEMENT

THE CITY MANAGER TO TAKE ALL STEPS NECESSARY TO ACQUIRE THE NEEDED PROPERTY RIGHTS IN COMPLIANCE WITH ALL APPLICABLE LAWS AND REGULATIONS.
CONSENT AGENDA.

RESOLUTION NO. 6230 – AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF SHERMAN AND THE TIPS PURCHASING COOPERATIVE
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF SHERMAN AND THE TIPS PURCHASING COOPERATIVE.
CONSENT AGENDA.

RES 6230
TIPS PURCHASING
COOPERATIVE

RESOLUTION NO. 6231 – AUTHORIZING EXECUTION OF AN AGREEMENT WITH TOBARS PROPERTIES, LLC FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 600 SOUTH MAXEY STREET
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT WITH TOBARS PROPERTIES, LLC FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 600 SOUTH MAXEY STREET.
CONSENT AGENDA.

RES 6231
RESIDENTIAL TAX
ABATEMENT
(600 S. MAXEY ST.)

REQUEST TO ADVERTISE
SALE OF CITY-OWNED SURPLUS REAL PROPERTY

Ms. Lawrence explained that the City Council can authorize the staff to sell real property by competitive bid. However there are two other methods by which the City can sell real property, and that includes a public auction and through the use of a broker, with some other requirements.

REQ TO ADVERTISE
SALE OF CITY-
OWNED PROPERTY

This agenda item gives the staff permission to advertise to sell two tracts of property by competitive bid. The tracts are, the property on West Travis Street that is not needed for right-of-way, and the southeast corner of F.M. 1417 and U.S. Hwy 75.

Mr. Hefton said the property includes Fire Station #4 and a part of the property that the City recently purchased at F.M. 1417 and O.B Groner Road. This includes the portion of property that won't be needed for other City purposes.

Council Member Teamann asked if this would include the property that may or may not be used for the High School in the future.

Mr. Hefton said this property is adjacent to the Sherman Independent School District property. When the property was jointly purchased, the SISD took the biggest part of the tract. The City purchased their part knowing they would need some for right-of-way. The Texas Department of Transportation will also probably need some for the expansion of F.M. 1417.

He said the property that is not used, will be sold as excess property. That funding will then be used for other capital projects that are planned for the future.

Mr. Hefton said the staff does not know how the property will be sold at this time. But there are some options, including through a brokerage. The law changed a few years ago that would allow the City to sell by that method. The other method would be through a competitive bid.

Mr. Hefton said the staff would come back to Council at a later time, but the staff wanted approval to move “whichever way is needed, when the time is right.”

ACTION TAKEN.

Motion by Deputy Mayor Sofey to approve the sale of City-owned surplus real property, as presented. Second by Council Member Steele.

VOTING AYE: Brown, Couch, Howeth, Sofey, Steele, Teamann.

VOTING NAY: None.

MOTION CARRIED.

CHANGE ORDER NO. 1

THE WEST TRAVIS STREET PHASE 1 PROJECT; 03 CONCRETE CONTRACTORS; \$10,037.00 INCREASE FROM CONTRACT PRICE

The City Council approved Change Order No. 1, to 03 Concrete Contractors, for the West Travis Street Phase 1 Project. The change order is for a \$10,037 increase from the contract price.

**CHANGE ORDER NO. 1
WEST TRAVIS ST.
PHASE 1**

The developer for Sherman Crossroads is proceeding with the design of their facilities. A contract was approved in September 2016 with 03 Concrete Contractors to begin West Travis Street, Phase 1, which includes construction of a four-lane median-divided section from South Sam Rayburn (U.S. Highway 75) to approximately one quarter mile west.

The final cost for the project is \$830,375.90, including the change order. The project is funded through the Capital Improvement Project Fund.

CONSENT AGENDA.

OTHER BUSINESS

CONSIDER APPROVAL OF THE ANNEXATION SCHEDULING PLAN FOR ADOPTION OF TWENTY (20) TRACTS OF LAND IN KINGS RIDGE ON NORWOOD STREET, SOUTH OF U.S. HIGHWAY 82 AND WEST OF F.M. 1417 (HERITAGE PARKWAY), ADJACENT TO THE SHERMAN CITY LIMITS AND IN THE CITY OF SHERMAN'S EXTRA TERRITORIAL JURISDICTION; AND DIRECTING THE DEPARTMENT OF ENGINEERING SERVICES TO DEVELOP A SERVICE PLAN FOR THE AREA TO BE ANNEXED UPON APPROVAL OF THE ANNEXATION SCHEDULING PLAN

**ANNEXATION
KINGS RIDGE**

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Brandon Shelby, City Attorney, said this item sets the future City Council Meetings for the discussion of the annexation of Kings Ridge on Norwood Street.

The dates selected were dependent on the extra Monday in July and because the Council may choose to cancel the July 3, 2017 City Council Meeting. The schedule will call for a Special Called Meeting on July 31, 2017.

Council Member Steele verified that the proposed annexation was voluntary and was at the property owner's request.

ACTION TAKEN.

Motion by Council Member Howeth to approve the Annexation Scheduling Plan for the annexation of 20 tracts of land in Kings Ridge on Norwood Street, south of U.S. Highway 82 and west of F.M. 1417, including a Called Meeting on July 31, 2017, as presented. Second by Deputy Mayor Sofey.

VOTING AYE: Brown, Couch, Howeth, Sofey, Steele, Teamann.

VOTING NAY: None.

MOTION CARRIED.

SITE PLAN APPROVAL AND EXCEPTION FOR TYSON FRESH MEATS, INC., OWNERS; AND JIM CASSTEVEN, REPRESENTATIVE; UNDER ORDINANCE NO. 2252, ARTICLE IV, SECTION 410(2)(J) FOR THE CONSTRUCTION OF A STORAGE BUILDING FOR TYSON FRESH MEATS AND AN EXCEPTION UNDER ORDINANCE NO. 2252, ARTICLE IV, SECTION 410(2)(M) TO ALLOW PAINTED "R" TYPE PANELS ON THE STORAGE BUILDING IN LIEU OF THE REQUIRED MASONRY IN THE BLALOCK INDUSTRIAL PARK DISTRICT AT 4700 SOUTH U.S. HIGHWAY 75

APPROVE SITE PLAN
& EXCEPTION FOR
TYSON FRESH MEATS

Mr. Shadden said this item is a site plan approval and exception for Tyson to build a building behind their existing structure. The building will not be visible from the highway. They would like to use "R" Panels on the building instead of masonry.

He said it is similar to the exceptions that were granted for Emerson and Kaiser.

ACTION TAKEN.

Motion by Deputy Mayor Sofey to approve the Site Plan and Exception for Tyson Fresh Meats, Inc. for the construction of a storage building and for an exception to allow painted "R" Type panels on the storage building in lieu of the required masonry, as presented. Second by Council Member Couch.

VOTING AYE: Brown, Couch, Howeth, Sofey, Steele, Teamann.

VOTING NAY: None.

MOTION CARRIED.

VACATION OF PLAT APPROVAL OF AUSTIN PARK ADDITION, PHASE II, BEING A REPLAT OF LOTS 1, 2, 3 & 4, BLOCK 4, W.P. CARTER'S ADDITION, BEING LOTS 1R, 2R, & 3R, AUSTIN PARK ADDITION, PHASE II, BEING A REPLAT OF LOTS 1, 2, 3 & 4, BLOCK 4, W.P. CARTER'S ADDITION; LAZY L. ENTERPRISES, OWNERS; AND HELVEY-WAGNER SURVEYING, INC., SURVEYOR (600 BLOCK OF EAST CARTER STREET AND 802 NORTH THROCKMORTON STREET)

VACATION OF PLAT
AUSTIN PARK
ADDITION
(600 BLOCK OF
E. CARTER & 802
N. THROCKMORTON)

The City Council approved the vacation of plat of the Austin Park Addition, Phase II, being a Replat of Lots 1, 2, 3 and 4, W.P. Carter's Addition, being Lots 1R, 2R, and 3R, Austin Park Addition, Phase II, being a Replat of Lots 1, 2, 3 and 4, Block 4, W.P. Carter's Addition. The property is located in the 600 block of East Carter Street, and is also addressed as 802 North Throckmorton Street.

The property is zoned as an R-1 (One Family Residential) District, and is located in the College Park Overlay District. It was replatted from four lots to three lots on December 8, 2014, and the owners are requesting to vacate that replat.

The Planning and Zoning Commission recommended that the vacation of the Plat be approved, subject to the Staff Review Letter.

CONSENT AGENDA.

REPLAT APPROVAL OF CHRISTIAN COLLEGE ADDITION, BLOCK 16, LOT 1R, BEING ALL OF LOTS 1, 3, 5 & 7, BLOCK 16, CHRISTIAN COLLEGE ADDITION; SERAJ ALI AND MAYNAH S. ALI, OWNERS; AND PRESTON TRAIL LAND SURVEYING, SURVEYOR (1802 EAST HOUSTON STREET AND 1809 EAST LAMAR STREET)

APPROVE REPLAT
CHRISTIAN COLLEGE
ADDITION
(1802 E. HOUSTON
& 1809 E. LAMAR)

The City Council approved the Replat of the Christian College Addition, Block 16, Lot 1R, being all of Lots 1, 3, 5, and 7, Block 16, Christian College Addition. The property is located at 1802 East Houston Street and 1809 East Lamar Street.

The property is zoned in a C-1 (Retail Business) District, and the owners would like to replat four lots into one lot for commercial development.

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

CONSENT AGENDA.

REPLAT APPROVAL OF LOTS 1 THRU 4, BLOCK A, GREEN MOUNT 2ND ADDITION, BEING 0.717 ACRES IN THE J.B. McANAI SURVEY, ABSTRACT NO. 763; EMR REAL ESTATE, LLC, OWNER; AND HELVEY-WAGNER SURVEYING, INC., SURVEYOR (833 WEST PECAN STREET AND 407 NORTH RICKETTS STREET)

APPROVE REPLAT
J.B. McANAI SURVEY
(833 W. PECAN &
407 N. RICKETTS)

The City Council approved the Replat of Lots 1 through 4, Block A, Green Mount 2nd Addition, being 0.717 acres in the

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J.B. McAnair Survey, Abstract No. 763. The property is located at 833 West Pecan Street and 407 North Ricketts Street.

The property is zoned in a R-1 (One Family Residential) District, and the owner would like to replat the property into two lots for residential development.

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

REPLAT APPROVAL OF LOTS 3 & 4 OF THE REPLAT OF FAIRVIEW PARK PATIO HOMES, LOTS 1-7, BEING LOTS 3 & 4 OF THE REPLAT OF FAIRVIEW PARK PATIO HOMES, LOTS 1-7; SHREETEJAS, LLC, OWNER; AND WILLIAM DAVIS FINNEY, SURVEYOR (1400 BLOCK OF PARK PLACE)

The City Council approved the Replat of Lots 3 and 4 of the Replat of Fairview Park Patio Homes, Lots 1 through 7, being lots 3 and 4 of the Replat of Fairview Park Patio Homes, Lots 1 through 7. The property is located in the 1400 Block of Park Place.

The property is zoned as an R-2 (Multi-Family Residential) District, and the owner would like to replat two lots into one lot to build an apartment complex on the lot.

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

CONSIDER CANCELATION OF THE JULY 3, 2017 CITY COUNCIL MEETING
ACTION TAKEN.

Motion by Deputy Mayor Sofey to approve the cancelation of the July 3, 2017 City Council Meeting, as presented.
Second by Council Member Steele.

VOTING AYE: Brown, Couch, Howeth, Sofey, Steele, Teamann.

VOTING NAY: None.

MOTION CARRIED.

CITIZENS REQUESTS

REPAIR OF YARDS IN CARRIAGE ESTATES

Steve Goodman, 2300 Carriage Estates, presented a letter from some residents of Carriage Estates. He read the letter which said the residents appreciated the recent water project that was promised during the annexation.

However the letter said the water project is incomplete. He asked for immediate attention from the City to restore their yards to the original condition, grade and replace top soil, hydro mulch and replace sod. He said the residents will then water to encourage growth of the new grass.

APPROVE REPLAT
FAIRVIEW PARK
PATIO HOMES
(1400 BLOCK OF
PARK PLACE)

CANCEL JULY 3,
2017 COUNCIL MTG.

REPAIR OF YARDS
IN CARRIAGE
ESTATES

COUNCIL MINUTES – JUNE 5, 2017

Mr. Hefton said the staff will provide a copy of the letter to Council Members.

MEDIA QUESTIONS

There were no media questions.

COUNCIL COMMENTS

RECOGNITION OF JANIS FLETCHER

Council Member Howeth said she was proud of Janis Fletcher for obtaining this level of certification as a Municipal Court Clerk while working full-time at the City. Ms. Fletcher also works another full-time job, with Women Rock, supporting women in Grayson County that have breast cancer. She said Ms. Fletcher is an asset to the community in so many ways.

CONGRATULATIONS TO PAM HOWETH ON SISD RETIREMENT

Deputy Mayor Sofey congratulated Council Member Howeth on her retirement from the SISD after 41 years as a government teacher at Sherman High School.

THANKS TO CITY COUNCIL AND CITIZENS

Council Member Steele thanked the City Council and the citizens of Sherman for their condolences, prayers, and cards with the death of his sister in Alabama.

CONGRATULATIONS ON BIRTH OF CHILD

Council Member Couch congratulated Council Member Teamann on the recent birth of his child.

GTUA INFRASTRUCTURE BONDS

Council Member Couch referenced the GTUA infrastructure bonds that were approved earlier in the meeting. He said \$6 million sounds like a lot, but these needed water projects would easily cost at least three or four times more if the City staff and the City Council had not moved forward hiring a City crew.

He said the upfront costs of the crew and equipment are already beginning to pay themselves off a year later.

CONGRATULATIONS TO THE SHERMAN ECONOMIC DEVELOPMENT CORPORATION

Council Member Teamann recognized the Sherman Economic Development Corporation for their announcement earlier this week on bringing a tech company to Sherman. He said “we’re not there yet” but they are working to bring these high paying jobs to Sherman. The deal also includes about \$1.2 billion in property that will be added to the tax rolls. He said a lot of exciting things are happening in Sherman.

JUNETEENTH CELEBRATION

Council Member Brown reminded everyone that the Juneteenth Celebration will be held on June 17, 2017 on the

MEDIA QUESTIONS

**RECOGNITION OF
JANIS FLETCHER**

**PAM HOWETH’S
SISD RETIREMENT**

**THANKS TO CITY
COUNCIL & CITIZENS**

**CONGRATULATIONS
ON BIRTH OF CHILD**

**GTUA
INFRASTRUCTURE
BONDS**

**CONGRATULATIONS
TO SEDCO**

**JUNETEENTH
CELEBRATION**

Municipal Building grounds. He said it is not a “Black event” but is “our event.”

ANNOUNCEMENTS

Mayor Plyler announced the following:

- More than 300 people turned out last Thursday for the Hot Summer Nights event. He said Rick Trevino is scheduled for June 8, 2017 and the King David Band will appear on June 15, 2017.
- Parks and Recreation will host Super Heroes Sunday at The Splash on June 11, 2017. Children dressed as Super Heroes will receive discounted entry into the water park.
- The Juneteenth Celebration will be held June 17, 2017 on the Municipal Building grounds and features lots of good food.
- Sherman received another National honor this week as they were included in the top 10% of cities for teachers to live and work. The City won the honor due to the educational values, K through 12 teacher salaries, job availability, amenities, affordability, and low unemployment and crime rates.

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

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

SECTION 551.087

DELIBERATE REGARDING
ECONOMIC DEVELOPMENT
NEGOTIATIONS:
DELIBERATE REGARDING
COMMERCIAL OR FINANCIAL
INFORMATION THAT THE CITY
HAS RECEIVED FROM A
BUSINESS PROSPECT AND
DELIBERATE ANY OFFERS OR
INCENTIVES TO THE BUSINESS
PROSPECT

On Motion duly made and carried, the Open Meeting recessed and reconvened in Executive Session at 5:29 p.m.

On Motion duly made and carried, the Executive Session recessed at 5:43 p.m. and reconvened in Open Meeting.

OPEN MEETING

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

ANNOUNCEMENTS

EXECUTIVE SESSION

OPEN MEETING

COUNCIL MINUTES – JUNE 5, 2017

ADJOURNMENT

On Motion duly made and carried, the meeting adjourned at 5:44 p.m.

ADJOURNMENT

MAYOR _____

CITY CLERK



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

B.1.

Meeting Date: 06/19/2017

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

CONSENT AGENDA

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

Issue:

C. 4. * RESOLUTION NO. 6235

Authorizing Execution of a Professional Services Agreement with Freeman-Millican, Inc. for Engineering Services for the Design of the City of Sherman Sludge Thickener Replacement Project at the City's Wastewater Treatment Facility

C. 5. * RESOLUTION NO. 6236

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

C. 6. * RESOLUTION NO. 6237

Authorizing Execution of an Agreement with Jose Torres Castillo and Crisalida Serrano Gonzales for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 1801 East Alma Avenue

D. 1. * REQUEST TO ADVERTISE

Contracting with a Construction Manager-at-Risk (CMAR) for Renovations to Fire Station #5

E. 1. * CHANGE ORDER NO. 1

Harrison Elevated Tank Repair and Paint Project; Principle Industrial Services, LLC; \$42,241.10 Decrease

E. 2. * CHANGE ORDER NO. 1

Approving the Greater Texoma Utility Authority's Intent to Execute Change Order No. 1; Sears Lift Station Relief Sewer Improvements; Lynn Vessels Construction, LLC; \$4,194.97 Increase



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

C.1.

Meeting Date: 06/19/2017

Prepared By: Brandon Shelby, City Attorney

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6232

Finding that Oncor Electric Delivery Company LLC's ("Oncor" or "Company") Application to Change Rates within the City Should Be Denied; Finding that the City's Reasonable Rate Case Expenses Shall Be Reimbursed by the Company; Requiring Notice of this Resolution to the Company and Legal Counsel

Issue:

Denial of the filing by Oncor Electric Delivery Company of an application to change rates within the City of Sherman, Texas

Background:

Oncor Electric Delivery Company ("Oncor" or "the Company") filed an application on or about March 17, 2017 with cities retaining original jurisdiction seeking to increase system-wide transmission and distribution rates by \$317 million or approximately 7.5% over present revenues. The Company asked the City to approve an 11.8% increase in residential rates and a 0.5% increase in street lighting rates. At the April 3, 2017 meeting, the City Council approved Resolution No. 6205 and suspended the April 21, 2017 effective date of the Company's rate increase for the maximum period permitted by law, allowing the City, working in conjunction with the Steering Committee of Cities Served by Oncor, to evaluate the filing, determine whether the filing complied with law, and if lawful, to determine what further strategy, including settlement, to pursue.

Following this evaluation, the Steering Committee's attorneys have recommended that all members adopt the Resolution denying the rate change. Once the Resolution is adopted, Oncor will have thirty (30) days to appeal the decision to the Public Utility Commission of Texas, where the appeal will be consolidated with Oncor's filing (i.e., PUC Docket No. 46057) currently pending at the Commission. Under the law, cities with original jurisdiction over this matter have 125 days from the initial filing to take final application on the application. By agreement of the parties, this deadline was suspended until August 19, 2017. As such, the City will need to adopt the resolution no later than August 19th.

Origination:

Geoffrey Gay and Thomas Brocato

Lloyd Gosselink Blevins Rochelle & Townsend, P.C.,

Legal Counsel to the Steering Committee of Cities Served by Oncor

Financial Consideration:

If the Company's application is approved, the City's residential customers would see an 11.8% increase in rates, or a monthly bill increase of approximately \$6.68. In addition, Oncor seeks to increase street lighting rates by 0.5%.

The City's reasonable rate case expenses will be reimbursed by Oncor.

Staff Recommendation:

It is the staff's recommendation that the City Council approve Resolution No. 6232, as recommended by the Steering Committee's legal counsel.

Alternatives:

No alternatives are recommended.

Attachments

Resolution No. 6232

Staff Report regarding Oncor's Application to Change Rates Filing

Steering Committee Cities Served by Oncor

RESOLUTION NO. 6232

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, FINDING THAT ONCOR ELECTRIC DELIVERY COMPANY LLC'S ("ONCOR" OR "COMPANY") APPLICATION TO CHANGE RATES WITHIN THE CITY SHOULD BE DENIED; FINDING THAT THE CITY'S REASONABLE RATE CASE EXPENSES SHALL BE REIMBURSED BY THE COMPANY; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City of Sherman, Texas ("City") is an electric utility customer of Oncor Electric Delivery Company LLC ("Oncor" or "Company"), and a regulatory authority with an interest in the rates and charges of Oncor; and

WHEREAS, the City is a member of the Steering Committee of Cities Served by Oncor ("Steering Committee"), a coalition of similarly situated cities served by Oncor that have joined together to efficiently and cost effectively review and respond to electric issues affecting rates charged in Oncor's service area; and

WHEREAS, on or about March 17, 2017, Oncor filed with the City an application to increase system-wide transmission and distribution rates by \$317 million or approximately 7.5% over present revenues. The Company asks the City to approve an 11.8% increase in residential rates and a 0.5% increase in street lighting rates; and

WHEREAS, the Steering Committee is coordinating its review of Oncor's application and working with the designated attorneys and consultants to resolve issues in the Company's filing; and

WHEREAS, through review of the application, the Steering Committee's consultants determined that Oncor's proposed rates are excessive; and

WHEREAS, the Steering Committee's members and attorneys recommend that members deny the Application; and

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

SECTION 1. That the rates proposed by Oncor to be recovered through its electric rates charged to customers located within the City limits are hereby found to be unreasonable and shall be denied.

SECTION 2. That the Company shall continue to charge its existing rates to customers within the City.

SECTION 3. That the City's reasonable rate case expenses shall be reimbursed in full by Oncor within thirty (30) days of the adoption of this Resolution.

SECTION 4. That a copy of this Resolution shall be sent to Oncor care of Howard Fisher, Oncor Electric Delivery Company, LLC, 1616 Woodall Rodgers Freeway, Dallas, Texas 75202 and to Thomas Brocato, Counsel to the Steering Committee, at Lloyd Gosselink Rochelle & Townsend, P.C., P.O. Box 1725, Austin, Texas 78767-1725.

SECTION 5. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

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

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

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

STAFF REPORT REGARDING ONCOR ELECTRIC'S APPLICATION TO CHANGE RATES FILING

The City, along with 158 other cities served by Oncor Electric Delivery Company LLC ("Oncor" or "Company") is a member of the Steering Committee of Cities Served by Oncor ("Steering Committee"). The Steering Committee has been in existence since the late 1980s. It took on a formal structure in the early 1990s when cities served by the former TXU gave up their statutory right to rate case expense reimbursement in exchange for higher franchise fee payments. Empowered by city resolutions and funded by *per capita* assessments, the Steering Committee has been the primary public interest advocate before the Public Utility Commission, the Courts, and the Legislature on electric utility regulation matters for the last 30 years.

On March 17, 2017, Oncor filed an application to change rates with cities retaining original jurisdiction. In the filing, the Company seeks to increase system-wide transmission and distribution rates by \$317 million or approximately 7.5% over present revenues. The Company asks the City to approve an 11.8% increase in residential rates and a 0.5% increase in street lighting rates. If approved, a residential customer using 1000 kWh per month would see a bill increase of about \$6.68 per month.

In March, the Steering Committee engaged the services of three consultants, Mr. Lane Kollen, Mr. Richard Baudino, and Mr. Karl Nalepa, to review the Company's filing. The consultants identified numerous unreasonable expenses and propose significant reductions to the Company's request. Accordingly, the Steering Committee's attorneys recommend that all members adopt the Resolution denying the rate change. Once the Resolution is adopted, Oncor will have 30 days to appeal the decision to the Public Utility Commission of Texas where the appeal will be consolidated with Oncor's filing (i.e. PUC Docket No. 46957) currently pending at the Commission.

Under the law, cities with original jurisdiction over this matter have 125 days from the initial filing to take final action on the application. By the agreement of the parties, this deadline was suspended until August 19, 2017. As such, all cities with original jurisdiction will need to adopt the resolution no later than August 19.

Purpose of the Resolution:

The purpose of the Resolution is to deny the rate application and consolidation proposed by Oncor.

Explanation of "Be It Ordained" Paragraphs:

1. This paragraph finds that the Company's application is unreasonable and should be denied.
2. This section states that the Company's current rates shall not be changed.

3. The Company will reimburse the cities for their reasonable rate case expenses. Legal counsel and consultants approved by the Cities will submit monthly invoices that will be forwarded to Oncor for reimbursement.
4. This section provides Oncor and counsel for the cities will be notified of the City's action by sending a copy of the approved and signed resolution to counsel.
5. This section merely recites that the resolution was passed at a meeting that was open to the public and that the consideration of the Resolution was properly noticed.

STEERING COMMITTEE CITIES SERVED BY ONCOR (159) (highlighted ceded OJ)

Addison
Allen
Alvarado
Andrews
Anna
Archer City
Argyle
Arlington
Azle
Bedford
Bellmead
Belton
Benbrook
Beverly Hills
Big Spring
Breckenridge
Bridgeport
Brownwood
Buffalo
Burkburnett
Burleson
Caddo Mills
Cameron
Canton
Carrollton
Cedar Hill
Celina
Centerville
Cleburne
Coahoma
Colleyville
Collinsville
Colorado City
Comanche
Commerce
Coppell
Copperas Cove
Corinth
Cross Roads
Crowley
Dallas
Dalworthington Gardens
DeLeon
De Soto
Denison
Duncanville
Early
Eastland
Edgecliff Village
Ennis
Euless
Everman
Fairview

Farmers Branch
Fate
Flower Mound
Forest Hill
Fort Worth
Frisco
Frost
Gainesville
Garland
Glenn Heights
Grand Prairie
Granger
Grapevine
Haltom City
Harker Heights
Haslet
Heath
Henrietta
Hewitt
Highland Park
Honey Grove
Howe
Hurst
Hutto
Iowa Park
Irving
Jolly
Josephine
Justin
Kaufman
Keene
Keller
Kennedale
Kerens
Killeen
Krum
Lake Worth
Lakeside
Lamesa
Lancaster
Lewisville
Lindale
Little Elm
Little River Academy
Malakoff
Mansfield
McKinney
Mesquite
Midland
Midlothian
Murchison
Murphy
New Chapel Hill

North Richland Hills
Northlake
Oak Leaf
Oak Point
Odessa
O'Donnell
Ovilla
Palestine
Pantego
Paris
Plano
Pottsboro
Prosper
Ranger
Red Oak
Rhome
Richardson
Richland
Richland Hills
River Oaks
Roanoke
Robinson
Rockwall
Rosser
Rowlett
Sachse
Saginaw
Sansom Park
Seagoville
Sherman
Snyder
Southlake
Springtown
Stephenville
Sulphur Springs
Sunnyvale
Sweetwater
Temple
Terrell
The Colony
Trophy Club
Tyler
University Park
Venus
Waco
Watauga
Waxahachie
Westover Hills
White Settlement
Wichita Falls
Willow Park
Woodway
Wylie



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

C.2.

Meeting Date: 06/19/2017

Prepared By: Steve Ayers, Director of Public Services

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6233

Authorizing Execution of a Contract with Parsons Commercial Roofing for Roof Repairs to City Hall through the TIPS Purchasing Cooperative

Issue:

To obtain authorization to execute a contract with Parsons Commercial Roofing of Lorena, Texas, for roof repairs to City Hall

Background:

The contract with Parsons Commercial Roofing is through the TIPS Purchasing Cooperative. The City Council authorized an Interlocal Agreement (ILA) between the City and the TIPS Purchasing Cooperative at the June 5, 2017 meeting. Contracts awarded under the TIPS Purchasing Cooperative fully satisfy statutory competitive bidding requirements.

Origination:

Building Maintenance Department

Financial Consideration:

Total projected costs for this project are \$75,518.00. Funding was approved in the fiscal year (FY) 2017 Capital Improvement Program (CIP) budget for this purchase.

Staff Recommendation:

Staff recommends the City Council authorize execution of the contract with Parsons Commercial Roofing for roofing repairs at City Hall.

Alternatives:

As may be directed by the City Council

Attachments

Resolution No. 6233

Contract with Parsons Commercial Roofing

Resolution No. 6230 with TIPS Interlocal Agreement

RESOLUTION NO. 6233

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A CONTRACT WITH PARSONS COMMERCIAL ROOFING FOR ROOF REPAIRS TO CITY HALL THROUGH THE TIPS PURCHASING COOPERATIVE; 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 by the City Attorney, to execute a contract with Parsons Commercial Roofing of Lorena, Texas, through the TIPS Purchasing Cooperative for roof repairs to City Hall at a total purchase price of Seventy-Five Thousand Five Hundred Eighteen Dollars and No Cents (\$75,518.00), in accordance with the terms and provisions of the contract documents and the TIPS Purchasing Cooperative Interlocal Agreement attached hereto and made a part hereof for all purposes. Funds for this purchase are being committed out of the City of Sherman's fiscal year 2016-2017 budget.

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

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

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

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

AIA[®] Document A101[™] – 2007

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the February day of 20th
in the year 2017
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

City of Sherman
PO Box 1106
Sherman, TX 75091

and the Contractor:
(Name, legal status, address and other information)

Parsons Commercial Roofing
605 E. Central
Lorena, TX 76655

for the following Project:
(Name, location and detailed description)

City Hall
220 W. Mulberry St. Sherman, TX 75090

The Architect:
(Name, legal status, address and other information)

not applicable
not applicable
not applicable

The Owner and Contractor agree as follows.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201[™]–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS
10	INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

15 Days from Notice to Proceed

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than
 Thirty (30) days from the date of commencement, or as follows:
(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

Portion of the Work

Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be
 Seventy-Five Thousand Five Hundred Eighteen Dollars
 (\$ 75,518.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

§ 4.3 Unit prices, if any:
(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
Rotten Decking		5.50/sqft

§ 4.4 Allowances included in the Contract Sum, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

Item

Price (\$0.00)

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

50% of contract due upon delivery of materials to job site

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the _____ day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the _____ day of the (same) (follomonth. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than () days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of _____ percent (_____ %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™–2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of _____ percent (_____ %);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201–2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201–2007.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

Remaining 50% due upon satisfactory completion of work.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201–2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

- ☐ Arbitration pursuant to Section 15.4 of AIA Document A201–2007
- ☐ Litigation in a court of competent jurisdiction
- ☐ Other: *(Specify)*

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. *(Insert rate of interest agreed upon, if any.)*

§ 8.3 The Owner's representative:
(Name, address and other information)
Mike Grant

§ 8.4 The Contractor's representative:
(Name, address and other information)
Stuart Parsons

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101–2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

§ 9.1.4 The Specifications:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Exhibit A-Attached scope of work

Section	Title	Date	Pages
---------	-------	------	-------

§ 9.1.5 The Drawings:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Number	Title	Date
--------	-------	------

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
--------	------	-------

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

.1 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:

.2 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201–2007.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2007.)

Type of Insurance or Bond

N/A

Limit of Liability or Bond Amount (\$0.00)

N/A

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

CONTRACTOR *(Signature)*

(Printed name and title)

Stuart Parsons Owner/President

(Printed name and title)

RESOLUTION NO. 6230

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF SHERMAN AND THE TIPS PURCHASING COOPERATIVE; 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 Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute an Interlocal Agreement with the TIPS Purchasing Cooperative for the purchase of roofing services for repairs needed on multiple City facilities, in accordance with the terms and provisions of 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 5th day of June, 2017.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: Linda Ashby
LINDA ASHBY, CITY CLERK

BY: David Plyer
DAVID PLYER, MAYOR

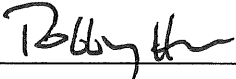
**APPROVED AS TO FORM
AND CONTENT:**

BY: Brandon S. Shelby
**BRANDON S. SHELBY,
CITY ATTORNEY**

The individuals signing below are authorized to do so by the respective parties to this Agreement.

Public Member Entity:

City of Sherman
Entity Name

By: 
Authorized Signature

Title: Robby Hefton – City Manager

June 7, 2017
Date

Purchasing Cooperative Lead Agency:

Region VIII Education Service Center

By: _____
Authorized Signature

Title: Executive Director Region VIII ESC

Date

Public Entity Contact Information

Craig Long
Primary Purchasing Person Name

405 N. Rusk
Street Address

Sherman, Texas 75091
City, State Zip

903-892-7215
Telephone Number

903-891-0255
Fax Number

craigl@ci.sherman.tx.us
Primary Person Email Address

Tammy Davis
Secondary Person Name

tammyd@ci.sherman.tx.us
Secondary Person Email Address

If your entity does not require you to have an Interlocal Agreement, please go to the TIPS website under Membership and take advantage of online registration. The states of Texas and Arizona **do** require all entities to have an Interlocal Agreement. Other States or governmental jurisdictions may require an Interlocal agreement as well and you are advised to consult your legal counsel to determine the requirements for your entity. Email completed Interlocal Agreement to tips@tips-usa.com.

INTERLOCAL AGREEMENT
Region VIII Education Service Center
TEXAS PUBLIC ENTITY OR LOCAL GOVERNMENT
(School, College, University, State, City, County, or Other Political Subdivision)

City of Sherman

TEXAS PUBLIC ENTITY

Control Number (TIPS will Assign)

Region VIII Education Service Center
Pittsburg, Texas

225 - 950
County-District Number

Texas Education Code §8.002 permits regional education service centers, at the direction of the Commissioner of Education, to provide services to assist school districts, colleges and universities in improving student performance and increasing the efficiency and effectiveness of school, college and university operations. In addition, authority is granted under Texas Government Code §§ 791.001 *et seq* as amended to enter into Interlocal agreements with said educational entities, as well as, other governmental entities and political subdivisions of Texas and other States. As authorized by applicable statutes and regulations, Cooperative Purchasing Services under this agreement are extended to all Texas State, City or County Government Agencies, or any other Government Entity as defined in the Texas Government Code § 791.003.

This Interlocal Agreement (hereinafter the "Agreement") is effective _____ and shall be automatically renewed unless either party gives sixty (60) days prior written notice of non-renewal. This Agreement may be terminated without cause by either party upon (60) days prior written notice, or may also be determined for cause at anytime upon written notice stating the reason for and effective date of such terminations and after giving the affected party a thirty (30) day period to cure any breach.

Statement of Services to be Performed:

Region VIII Education Service Center, by this Agreement, agrees to provide cooperative purchasing services to the above-named public entity through a Program known as the The Interlocal Purchasing System (TIPS) Program.

The purpose of the TIPS Program shall be to obtain substantial savings for participating School District, University, College, Community College, City, County or Other Public Agencies through cooperative purchasing.

Roles of the TIPS Purchasing Cooperative:

1. Provide for the organizational structure of the program.
2. Provide staff for efficient operation of the program.
3. Promote marketing of the TIPS Program.
4. Coordinate the Competitively Bid Process for all Vendor Awarded Contracts.
5. Provide members with procedures for placing orders through TIPS PO System.
6. Maintain filing system for Due Diligence Documentation.

Role of the Public Entity:

1. Commit to participate in the program by an authorized signature on membership forms.
2. Designate a Primary Contact and Secondary Contact for entity.
3. Commit to purchase products and services from TIPS Vendors when in the best interest of the entity.

4. Submit Purchase Orders and/or Vendor Contracts through the TIPS PO System by emailing the pdf document to tipspo@tips-usa.com.
5. Accept shipments of products ordered from Awarded Vendors.
6. Process Payments to Awarded Vendors in a timely manner.

General Provisions:

The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations in connection with the programs contemplated under this Agreement. This Agreement is subject to all applicable present and future valid laws governing such programs.

This Agreement shall be governed by the law of the State of Texas and venue shall be in the county in which the administrative offices of RESC VIII are located which is Camp County, Texas.

This Agreement contains the entire agreement of the Parties hereto with respect to the matters covered by its terms, and it may not be modified in any manner without the express written consent of the Parties.

If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect.

The Parties to this Agreement expressly acknowledge and agree that all monies paid pursuant to this Agreement shall be paid from budgeted available funds for the current fiscal year of each such entity.

Before any party may resort to litigation, any claims, disputes or other matters in question between the Parties to this Agreement shall be submitted to nonbinding mediation.

No Party to this Agreement waives or relinquishes any immunity or defense on behalf of themselves, their directors, officers, employees, and agents as a result of its execution of this Agreement and performance of the functions and obligations described herein.

This Agreement may be negotiated and transmitted between the Parties by means of a facsimile machine and the terms and conditions agreed to are binding upon the Parties.

Authorization:

Region VIII Education Service Center and The Interlocal Purchasing System (TIPS) Program have entered into an Agreement to provide cooperative purchasing opportunities to public agencies.

This Agreement was approved by the governing boards of the respective parties at meetings that were posted and held in accordance with the Texas Open Meetings Act, Texas Government Code ch. 551. (If required by the entity.)



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

C.3.

Meeting Date: 06/19/2017

Prepared By: Steve Ayers, Director of Public Services

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6234

Authorizing Execution of a Contract with Big Bear Roofing & Construction, LLC. for Roof Repairs to the Solid Waste Department Building through the TIPS Purchasing Cooperative

Issue:

To obtain authorization to execute a contract with Big Bear Roofing & Construction, LLC. of Waco, Texas, for roof repairs to the Solid Waste department building

Background:

The contract with Big Bear Roofing & Construction, LLC. is through the TIPS Purchasing Cooperative. The City Council authorized an Interlocal Agreement (ILA) between the City and the TIPS Purchasing Cooperative at the June 5, 2017 meeting. Contracts awarded under the TIPS Purchasing Cooperative fully satisfy statutory competitive bidding requirements.

Origination:

Building Maintenance Department

Financial Consideration:

Total projected costs for this project are \$56,785.00. Funding was approved in the fiscal year (FY) 2017 Capital Improvement Program (CIP) budget for this purchase.

Staff Recommendation:

Staff recommends the City Council authorize execution of the contract with Big Bear Roofing & Construction, LLC. for roofing repairs at the Solid Waste Department.

Alternatives:

As may be directed by the City Council

Attachments

Resolution No. 6234

Contract with Big Bear Roofing & Construction, LLC.

Resolution No. 6230 with TIPS Interlocal Agreement

RESOLUTION NO. 6234

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A CONTRACT WITH BIG BEAR ROOFING & CONSTRUCTION, LLC. FOR ROOF REPAIRS TO THE SOLID WASTE DEPARTMENT BUILDING THROUGH THE TIPS PURCHASING COOPERATIVE; 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 by the City Attorney, to execute a contract with Big Bear Roofing & Construction, LLC. of Waco, Texas, through the TIPS Purchasing Cooperative for roof repairs to the Solid Waste Department Building at a total purchase price of Fifty-Six Thousand Seven Hundred Eighty-Five Dollars and No Cents (\$56,785.00), in the same or similar form as the contract documents and pursuant to the terms and provisions of the TIPS Purchasing Cooperative Interlocal Agreement, all attached hereto and made a part hereof for all purposes. Funds for this purchase are being committed out of the City of Sherman's fiscal year 2016-2017 budget.

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

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

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

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

Big Bear Roofing & Construction, LLC.

Home Office: 407 Lake Air, Waco, TX 76710 - Mailing Address: PO BOX 7971, Waco, TX 76714

Submitted to: Mike Grant, Facilities Superintendent, City of Sherman	Date: March 21, 2017
Street: 1003 N Wharton	Job Name: Solid Waste
City, State, Zip: Sherman, TX 75091	Job Location: 811 S East St
Telephone: 903-815-1580	Proposal ID: 16056
E-Mail Address: mikeg@ci.sherman.tx.us	Consultant: Phil Gustafson (512) 560-4679

Subject to a prompt acceptance within 60 days from above date, and further subject to all terms and conditions listed. Start date to be determined.
Big Bear Roofing & Construction, LLC. ("Contractor"), proposes to furnish materials and labor as hereafter specified for the "Work" described as follows:

Scope of Work:

1. Prep existing smooth built-up roof sections by removing items incompatible with a single-ply recover system such as lead-based pipe flashings, modified bitumen lined scuppers, metal wall flashing and asphaltic based pitch pans.
2. Prep metal r-panel roof section for single-ply recover by cutting back the rake edge, removing metal flashed ridge-vents and lead based pipe flashings.
3. Install 1/2" wood fiber recover board over existing smooth built-up roof, fastening in accordance with membrane manufacturer specifications.
4. Install expanded polystyrene (EPS) flute filler and cover with 1/2" wood fiber recover board on metal roof, fastening in accordance with membrane manufacturer specifications.
5. Contractor Furnish and install a white, 50 mil single-ply membrane roofing system that is fabricated of a weft inserted low-shrink, anti-wicking polyester fabric and has a thermoplastic coating material laminated to both sides as manufactured by Duro-Last Roofing, Inc., by mechanically fastening in accordance with membrane manufacturer specifications.
6. Encapsulate transition wall from flat roof to metal r-panel roof with tan Duro-Last membrane.
7. Install new prefabricated flashings around all scuppers, drains, pitch pans, curbs and vent stack penetrations, in accordance with membrane manufacturer specifications.
8. Dispose of all debris in an approved facility in accordance with all local, state, and federal regulations.
9. Includes, as issued by Duro-Last, a 15 year NDL Labor and Material Warranty which includes liability of consequential damages.
10. Includes all Workman Compensation and General Liability Insurance.
11. Price below does not include performance or payment bonds or any additional City required permit or inspection fees.

This proposal was calculated using the TIPS Purchasing Coop (Contract #2042316) guidelines and pricing

The Contract sum due to Contractor for the Work is:

Fifty-Six Thousand, Seven Hundred, Eighty-Five Dollars and 00/100's – (\$56,785.00)

Terms: 1/2 contract draw due upon order of materials and balance due upon completion. Sales Tax: (N/A)

Acceptance: The undersigned by execution hereof accepts this document and all of its terms and conditions contained herein as a binding contract.

Signed: _____ **Title:** _____.

Date: _____.

Area to be reroofed shaded in blue:



RESOLUTION NO. 6230

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF SHERMAN AND THE TIPS PURCHASING COOPERATIVE; 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 Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute an Interlocal Agreement with the TIPS Purchasing Cooperative for the purchase of roofing services for repairs needed on multiple City facilities, in accordance with the terms and provisions of 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 5th day of June, 2017.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: Linda Ashby
LINDA ASHBY, CITY CLERK

BY: David Plyer
DAVID PLYER, MAYOR

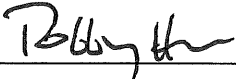
**APPROVED AS TO FORM
AND CONTENT:**

BY: Brandon S. Shelby
**BRANDON S. SHELBY,
CITY ATTORNEY**

The individuals signing below are authorized to do so by the respective parties to this Agreement.

Public Member Entity:

City of Sherman
Entity Name

By: 
Authorized Signature

Title: Robby Hefton – City Manager

June 7, 2017
Date

Purchasing Cooperative Lead Agency:

Region VIII Education Service Center

By: _____
Authorized Signature

Title: Executive Director Region VIII ESC

Date

Public Entity Contact Information

Craig Long
Primary Purchasing Person Name

405 N. Rusk
Street Address

Sherman, Texas 75091
City, State Zip

903-892-7215
Telephone Number

903-891-0255
Fax Number

craigl@ci.sherman.tx.us
Primary Person Email Address

Tammy Davis
Secondary Person Name

tammyd@ci.sherman.tx.us
Secondary Person Email Address

If your entity does not require you to have an Interlocal Agreement, please go to the TIPS website under Membership and take advantage of online registration. The states of Texas and Arizona **do** require all entities to have an Interlocal Agreement. Other States or governmental jurisdictions may require an Interlocal agreement as well and you are advised to consult your legal counsel to determine the requirements for your entity. Email completed Interlocal Agreement to tips@tips-usa.com.

INTERLOCAL AGREEMENT
Region VIII Education Service Center
TEXAS PUBLIC ENTITY OR LOCAL GOVERNMENT
(School, College, University, State, City, County, or Other Political Subdivision)

City of Sherman

TEXAS PUBLIC ENTITY

Control Number (TIPS will Assign)

Region VIII Education Service Center
Pittsburg, Texas

225 - 950
County-District Number

Texas Education Code §8.002 permits regional education service centers, at the direction of the Commissioner of Education, to provide services to assist school districts, colleges and universities in improving student performance and increasing the efficiency and effectiveness of school, college and university operations. In addition, authority is granted under Texas Government Code §§ 791.001 *et seq* as amended to enter into Interlocal agreements with said educational entities, as well as, other governmental entities and political subdivisions of Texas and other States. As authorized by applicable statutes and regulations, Cooperative Purchasing Services under this agreement are extended to all Texas State, City or County Government Agencies, or any other Government Entity as defined in the Texas Government Code § 791.003.

This Interlocal Agreement (hereinafter the "Agreement") is effective _____ and shall be automatically renewed unless either party gives sixty (60) days prior written notice of non-renewal. This Agreement may be terminated without cause by either party upon (60) days prior written notice, or may also be determined for cause at anytime upon written notice stating the reason for and effective date of such terminations and after giving the affected party a thirty (30) day period to cure any breach.

Statement of Services to be Performed:

Region VIII Education Service Center, by this Agreement, agrees to provide cooperative purchasing services to the above-named public entity through a Program known as the The Interlocal Purchasing System (TIPS) Program.

The purpose of the TIPS Program shall be to obtain substantial savings for participating School District, University, College, Community College, City, County or Other Public Agencies through cooperative purchasing.

Roles of the TIPS Purchasing Cooperative:

1. Provide for the organizational structure of the program.
2. Provide staff for efficient operation of the program.
3. Promote marketing of the TIPS Program.
4. Coordinate the Competitively Bid Process for all Vendor Awarded Contracts.
5. Provide members with procedures for placing orders through TIPS PO System.
6. Maintain filing system for Due Diligence Documentation.

Role of the Public Entity:

1. Commit to participate in the program by an authorized signature on membership forms.
2. Designate a Primary Contact and Secondary Contact for entity.
3. Commit to purchase products and services from TIPS Vendors when in the best interest of the entity.

4. Submit Purchase Orders and/or Vendor Contracts through the TIPS PO System by emailing the pdf document to tipspo@tips-usa.com.
5. Accept shipments of products ordered from Awarded Vendors.
6. Process Payments to Awarded Vendors in a timely manner.

General Provisions:

The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations in connection with the programs contemplated under this Agreement. This Agreement is subject to all applicable present and future valid laws governing such programs.

This Agreement shall be governed by the law of the State of Texas and venue shall be in the county in which the administrative offices of RESC VIII are located which is Camp County, Texas.

This Agreement contains the entire agreement of the Parties hereto with respect to the matters covered by its terms, and it may not be modified in any manner without the express written consent of the Parties.

If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect.

The Parties to this Agreement expressly acknowledge and agree that all monies paid pursuant to this Agreement shall be paid from budgeted available funds for the current fiscal year of each such entity.

Before any party may resort to litigation, any claims, disputes or other matters in question between the Parties to this Agreement shall be submitted to nonbinding mediation.

No Party to this Agreement waives or relinquishes any immunity or defense on behalf of themselves, their directors, officers, employees, and agents as a result of its execution of this Agreement and performance of the functions and obligations described herein.

This Agreement may be negotiated and transmitted between the Parties by means of a facsimile machine and the terms and conditions agreed to are binding upon the Parties.

Authorization:

Region VIII Education Service Center and The Interlocal Purchasing System (TIPS) Program have entered into an Agreement to provide cooperative purchasing opportunities to public agencies.

This Agreement was approved by the governing boards of the respective parties at meetings that were posted and held in accordance with the Texas Open Meetings Act, Texas Government Code ch. 551. (If required by the entity.)



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

C.4.

Meeting Date: 06/19/2017

Prepared By: Mark Gibson, Director of Utilities

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 6235**

Authorizing Execution of a Professional Services Agreement with Freeman-Millican, Inc. for Engineering Services for the Design of the City of Sherman Sludge Thickener Replacement Project at the City's Wastewater Treatment Facility

Issue:

To consider a contract for professional services with Freeman-Millican, Inc. for the design of the City of Sherman Sludge Thickener Replacement Project

Background:

The City proposes to upgrade the existing sludge thickening equipment at the City's wastewater treatment facility. This project is included in the City's Capital Improvement Program. The Engineering contract contains provisions for the Preliminary Engineering Study and Basic Engineering Services throughout the project.

Origination:

Department of Utilities Administration

Financial Consideration:

The total fee for all engineering services will be \$62,000.00.

Staff Recommendation:

It is recommended that the contract for professional services with Freeman-Millican, Inc. for engineering services associated with the sludge thickener equipment improvement be approved.

Alternatives:

As may be directed by the City Council

Attachments

Resolution No. 6235

Engineering Services Agreement

Aerial Location Map

RESOLUTION NO. 6235

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH FREEMAN-MILLICAN, INC. FOR ENGINEERING SERVICES FOR THE DESIGN OF THE CITY OF SHERMAN SLUDGE THICKENER REPLACEMENT PROJECT AT THE CITY'S WASTEWATER TREATMENT FACILITY; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a Professional Services Agreement with Freeman-Millican, Inc. for engineering services for the design of the Sludge Thickener Replacement Project at the City's Wastewater Treatment Facility, 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 _____, 2017.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY,
CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

BY: _____
BRANDON S. SHELBY,
CITY ATTORNEY

ENGINEERING SERVICES AGREEMENT

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

WITNESSETH:

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

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

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

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

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

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

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

7. Indemnity and Duty to Defend.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14. **Miscellaneous.**

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

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

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

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

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

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

SIGNED on the date indicated below.

CITY OF SHERMAN

ENGINEER:
Freeman-Millican, Inc.

BY _____
Robby Hefton
City Manager

BY _____
Richard Dormier, P.E.
Vice President

DATE _____

DATE _____

APPROVED AS TO FORM:

Brandon S. Shelby, City Attorney

EXHIBIT "1"
ENGINEERING SERVICES AGREEMENT

City of Sherman, Texas
Sherman Wastewater Treatment Plant
Sludge Thickener Equipment Replacement Project
Scope of Professional Services

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

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

OWNER intends to construct, through Prime Contractor(s) the Sherman Wastewater Treatment Plant Sludge Thickener Equipment Replacement 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. A study phase of process options shall be the initial phase of this project.

1.2 PRELIMINARY DESIGN PHASE

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

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

1.3 FINAL DESIGN PHASE

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

- 1.3.1 On the basis of comments from the review of the preliminary design documents and the revised opinion of probable Project Cost, prepare for incorporation in the Contract Documents final drawings to show the character and extent of the Project (hereinafter called "Drawings") and Specifications.
- 1.3.2 Furnish to OWNER such documents and design data as may be required for, and assist in the preparation of, the required documents so that OWNER may apply for approvals of such governmental authorities as have jurisdiction over design criteria applicable to the Project, and assist in obtaining such approvals by participating in submissions to and negotiations with appropriate authorities.
- 1.3.3 Advise OWNER of any adjustments to the latest opinion of probable Project Cost caused by changes in extent or design requirements of the Project or Construction Costs and furnish a revised opinion of probable Project Cost based on the Drawings and Specifications.
- 1.3.4 Prepare for review and approval by OWNER, his legal counsel, and other advisors, contract agreement forms, general conditions and supplementary conditions, and (where appropriate) bid forms, invitations to bid and instructions to bidders, and assist in the preparation of other related documents.
- 1.3.5 Submit plans, specifications, and contract documents to applicable regulatory agencies for approval.
- 1.3.6 Furnish 3 copies of the above documents and present and review them in person with OWNER. Make any needed final revisions.
- 1.4 BIDDING PHASE
After authorization to proceed with the Bidding Phase, ENGINEER shall:
 - 1.4.1 Assist OWNER in obtaining bids for each separate prime contract for construction, materials, equipment, and services.
 - 1.4.2 Consult with and advise OWNER as to the acceptability of subcontractors and other persons and organizations proposed by the prime contractor(s) (hereinafter called "Contractor(s)") for those portions of the work as to which such acceptability is required by the bidding documents.
 - 1.4.3 Prepare a tabulation of bids and assist OWNER in evaluating bids and in assembling and awarding contracts.
- 1.5 CONSTRUCTION PHASE
During the Construction Phase ENGINEER shall:
 - 1.5.1 Consult with and advise OWNER and act as his representative as provided in the General Conditions of the Construction Contract. All of OWNER'S instructions to Contractor(s) will be issued through ENGINEER who will have authority to act on behalf of OWNER to the extent provided in said General Conditions except as otherwise provided in writing.
 - 1.5.2 Make visits to the site at intervals appropriate to the various stages of construction to observe as an experienced and qualified design professional the progress and quality

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

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

Contractor has used the moneys paid on account of the Contract Price, or that title to any of the work, materials or equipment has passed to OWNER free and clear of any lien, claims, security interests or encumbrances, or that Contractor(s) have completed their work exactly in accordance with the Contract Documents.

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

SECTION 2 - ADDITIONAL SERVICES OF ENGINEER

2.1 GENERAL

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

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

- 2.1.5 Furnishing the services of special consultants for other than the normal civil, structural, mechanical and electrical engineering and normal architectural design incidental thereto, such as consultants for interior design, furniture, furnishings, communications, acoustics, kitchens and landscaping; and providing data or services of the types described in paragraph 3.3 when OWNER authorizes ENGINEER to provide such data or services in lieu of furnishing the same in accordance with paragraph 3.3.
- 2.1.6 Services resulting from the arranging for performance by persons other than the principal prime contractors of services for the OWNER and administering OWNER'S contracts for such services.
- 2.1.7 Provide staking to enable Contractor(s) to proceed with their work and providing other special field surveys.
- 2.1.8 Services during out-of-town travel required of ENGINEER other than visits to the site and OWNER'S office as required by SECTION 1 and authorized by OWNER.
- 2.1.9 Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work of Contractor(s), (3) prolongation of the contract time of any prime contract by more than sixty days, (4) acceleration of the progress schedule involving services beyond normal working hours, and (5) default by Contractor(s).
- 2.1.10 Preparation of operating and maintenance manuals; protracted or extensive assistance in the utilization of any equipment or system (such as initial startup, testing, adjusting and balancing); and training personnel for operation and maintenance.
- 2.1.11 Services after completion of the Construction Phase, such as inspections during any guarantee period and reporting observed discrepancies under guarantees called for in any contract for the Project.
- 2.1.12 Preparing to serve or serving as a consultant or witness for OWNER in any litigation, public hearing or other legal or administrative proceeding involving the Project (except as agreed to under Basic Services).
- 2.1.13 Additional services in connection with the Project, including services normally furnished by OWNER and services not otherwise provided for in this Agreement.
- 2.1.14 Preparation of property descriptions.
- 2.1.15 Additional copies of reports (over agreed number) and additional sets of Contract Documents (over agreed number).
- 2.1.16 Services of a resident Project representative, and other field personnel as required, for on-the-site observation of construction.
- 2.1.17 Any other special or miscellaneous assignments specifically authorized by OWNER.

SECTION 3 - OWNER'S RESPONSIBILITIES

OWNER shall:

- 3.1 Provide all criteria and full information as to OWNER'S requirements for the Project, including design objectives and constraints, space, capacity and performance

requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the Drawings and Specifications.

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

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

SECTION 4 - PERIOD OF SERVICE

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

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

SECTION 5 - PAYMENTS TO ENGINEER

5.1 METHODS OF PAYMENT FOR SERVICES AND EXPENSES OF ENGINEER

5.1.1 For Basic Services

OWNER shall pay ENGINEER for Basic Services rendered under SECTION 1 and as further identified in Exhibit "A" as the preliminary engineering phase, final design phase, bidding phase and construction phase a lump sum in the amount of \$62,000.00.

5.1.2 For Additional Services

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

5.1.2.1 General

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

5.1.2.2 Special Consultants

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

5.1.2.3 Serving as a Witness

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

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

5.2 TIMES OF PAYMENTS

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

Phase	Percent of Basic Services
Preliminary Design & Surveying	16%
Final Design	40%
Bidding or Negotiating	16%
Construction	28%
TOTAL	100%

5.3 OTHER PROVISIONS CONCERNING PAYMENTS

5.3.1 Changes in Project Scope

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

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

- 5.3.2 If OWNER fails to make any payment due ENGINEER for services and expenses within sixty days after receipt of ENGINEER'S bill therefor, the amounts due ENGINEER shall include a charge at the rate of 1% per month from said sixtieth day, and in addition, ENGINEER may, after giving seven days' written notice to OWNER, suspend services under this Agreement until he has been paid in full all amounts due him for services and expenses.
- 5.3.3 In the event of termination by OWNER, upon the completion of any phase of the Basic Services, progress payments due ENGINEER for services rendered through such phase shall constitute total payment for such services. In the event of such termination by OWNER during any phase of the Basic Services, ENGINEER will be paid for services rendered during that phase at the hourly rates in Exhibit "B" for services rendered during that phase to date of termination by principals and employees assigned to the Project. In the event of any such termination, ENGINEER will be paid for all unpaid Additional Services and unpaid Reimbursable Expenses, plus all termination expenses. Termination expenses mean Reimbursable Expenses directly attributable to termination, which shall include an amount computed as a percentage of total compensation for Basic Services earned by ENGINEER to the date of termination, as follows:
- 20% if termination occurs after commencement of the Preliminary Design Phase but prior to commencement of the Final Design Phase; or
- 10% if termination occurs after commencement of the Final Design Phase.

5.4 DEFINITIONS

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

SECTION 6 - OPINIONS OF COST

6.1 OPINIONS OF COST

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

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

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

SECTION 7 - GENERAL CONSIDERATIONS

7.1 REUSE OF DOCUMENTS

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

SECTION 8 - SPECIAL PROVISIONS, EXHIBITS AND SCHEDULES

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

Exhibit "A"

SHERMAN WWTP SLUDGE THICKENER EQUIPMENT REPLACEMENTS ENGINEERING SCOPE OF SERVICES

PRELIMINARY ENGINEERING PHASE

Review and inspect dewatered thickener with staff.
Identify and determine competitive & reliable equipment suppliers.
Review and identify thickener room mechanical & electrical rehab needs.
Develop list of equipment to replace and improvements
Review with Sherman
Estimate preliminary probable cost.

DESIGN PHASE

Develop bid drawings for mechanical equipment and piping replacements.
Develop spay bar drawings with nozzles that use less water.
Develop drawings for replacement power cables, conduits and panels.
Develop drawings for replacement motorized louvers and roof power vents per code.
Reuse existing venting panel if possible.
Develop drawing for inside and outside replacement lighting.
Develop drawing for meter cable shielding conduit and signal isolation. Review effect of vibration from pumps and other sources.
Develop drawings for replacement heaters and required panels.
Develop drawings for installation of Hd Wks LS monorail existing extension beam.
Develop technical specifications.
Develop proposals for equipment and construction.
Develop general specifications and bid documents.
Review with Sherman.
Revise documents per owner comments.

BIDDING PHASE

Estimate probable cost.
Develop advertisement for bids.
Print paper bid documents and develop digital bid document for bidders.
Develop list of prospective bidders.
Respond to contractor request for clarification and addendums.
Conduct a pre-bid conference.
Publicly open bids; review & evaluate bids and develop award recommendations.
Develop construction contracts.

CONSTRUCTION PHASE

Hold a preconstruction conference at WWTP.
Review contractor submittals on equipment, piping, electrical, paints, O&M manuals etc.
Make monthly site reviews and review pay applications.
Attend construction meetings and make site visits to help ensure correct installation.

Respond to contractor, inspection and progress request.
Review and process any required changes.
Do final inspection & punch list.
Make record drawings per contractor as built mark ups.
Develop close out documentation.

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

<u>Employee Category</u>		<u>Hourly Rate</u>
Principal Engineer		\$185
Senior Engineer		\$165
Associate Engineer		\$150
Senior Project Engineer		\$135
Architect		\$140
Project Engineer		\$120
EIT		\$100
Designer		\$ 90
CAD		\$ 75
Clerical		\$ 50
RPLS		\$170
Survey Crew (Including GPS)		\$140
Mileage	\$0.56/mile	



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

Wastewater Treatment Plant

1 inch = 400 feet





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

C.5.

Meeting Date: 06/19/2017

Prepared By: Mark Gibson, Director of Utilities

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 6236**

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

Issue:

To consider a contract for professional services with Perkins Engineering Consultants, Inc. for the preliminary design of the City of Sherman Aeration and Secondary Treatment Improvements at the City's Wastewater Treatment Facility

Background:

The City proposes to upgrade the aeration and secondary treatment processes at the wastewater treatment facility. This projection is included in the City's Capital Improvement Program and will enable the City to meet increasing regulatory mandates and improve treatment efficiency at the wastewater plant.

Origination:

Department of Utilities Administration

Financial Consideration:

The total fee for preliminary engineering services will be \$94,246.00.

Staff Recommendation:

It is recommended that the contract for professional services with Perkins Engineering Consultants, Inc. for preliminary engineering services associated with the aeration and secondary treatment improvements be approved.

Alternatives:

As may be directed by the City Council

Attachments

Resolution No. 6236

Engineering Services Agreement

Aerial Location Map

RESOLUTION NO. 6236

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH PERKINS ENGINEERING CONSULTANTS, INC. FOR THE DESIGN OF THE CITY OF SHERMAN AERATION AND SECONDARY TREATMENT IMPROVEMENTS AT THE CITY'S WASTEWATER TREATMENT FACILITY; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a Professional Services Agreement with Perkins Engineering Consultants, Inc. for engineering services for the design of the Aeration and Secondary Treatment Improvements at the City's Wastewater Treatment Facility, 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 _____, 2017.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY,
CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

BY: _____
BRANDON S. SHELBY,
CITY ATTORNEY



PROFESSIONAL SERVICES AGREEMENT

Project No. SHE 17-001

This AGREEMENT is entered on the date of execution by and between PERKINS ENGINEERING CONSULTANTS, INC., (CONSULTANT), and the City of Sherman (CLIENT).

CONSULTANT INFORMATION

Perkins Engineering Consultants, Inc.
6001 Interstate 20 West, Suite 219
Arlington, Texas 76017
Attention: Mark A. Perkins, P.E.
(817) 719-0372
mperkins@perkinsconsultants.com

CLIENT INFORMATION

City of Sherman
288 Post Oak Road
Sherman, Texas 75090
Attention: Nathan Whiddon
(903) 892-7286
nathanw@ci.sherman.tx.us

SCOPE: Provide Professional Services for an options evaluation and preliminary design related to the Aeration and Other Secondary Treatment Improvements for the Post Oak WWTP.

SCOPE OF SERVICES: Provide Professional Services for evaluating options for new aeration blowers to replace existing centrifugal blowers, providing supplemental mixing in existing Aeration Basins and replacing existing diffused air systems, and main-tie-main power configurations for the new Switchgear Building. Provide Professional Services for the preliminary design of aeration and other secondary treatment improvements as detailed in the CONSULTANT's Scope of Services provided as Attachment A.

COMPENSATION: Compensation will be on a lump sum basis, with total compensation not to exceed \$94,246 without prior approval from the CLIENT. Billing will be on a monthly basis based on the percentage of work completed.

OTHER TERMS: CLIENT will be responsible for the following:

1. Arranging for CONSULTANTS's access to CLIENT facilities and to documents related to the project.
2. Providing historical analytical and flow data.
3. Providing historical operating and maintenance information on the mechanical and electrical equipment associated with secondary treatment.

The following conditions may result in work that may require compensation beyond the amount described above:

1. Detailed analytical testing.
2. Detailed mechanical or electrical equipment testing.
3. Structural integrity testing.
4. Accompanying CLIENT personnel on site visits outside of the north Texas region, unless expenses are covered by Others.

Services covered by this AGREEMENT will be performed in accordance with the PROVISIONS attached to this form and any other attachments or schedules. This AGREEMENT supersedes all prior AGREEMENTS and understandings and may only be changed by written amendment executed by both parties.

Approval for CLIENT

By _____

Date _____

Accepted for Perkins Engineering Consultants, Inc.

By _____

Mark A. Perkins, P.E., President

Date May 11, 2017

PROVISIONS

1. Authorization to Proceed

Execution of this AGREEMENT by the CLIENT will be authorization for PERKINS ENGINEERING CONSULTANTS, INC. ("ENGINEER") to proceed with the work, unless otherwise provided for in this AGREEMENT.

2. Per Diem Rates

ENGINEER's Per Diem Rates, when the basis of compensation, are those hourly or daily rates charged for work performed on CLIENT's Project by ENGINEER's employees of the indicated classifications. These rates are subject to annual calendar year adjustments and include all allowances for salary, overheads, and fee, but do not include allowances for Direct Expenses. (This provision is not applicable for assignments for which compensation is on a lump-sum basis)

3. Direct Expenses

ENGINEER's Direct Expenses, when part of the basis of compensation, are those costs incurred on or directly for the CLIENT's Project, including, but not limited to, necessary transportation costs, including ENGINEER's current rates for ENGINEER's vehicles; meals and lodging; laboratory tests and analyses; computer services; word processing services, telephone, printing, binding, and reproduction charges; all costs associated with outside consultants, subconsultants, subcontractors, and other outside services and facilities; and other similar costs. Reimbursement for Direct Expenses will be on the basis of actual charges when furnished by commercial sources and on the basis of current rates when furnished by ENGINEER.

4. Cost Opinions

Any cost opinions or Project economic evaluations provided by ENGINEER will be on a basis of experience and judgment; but, since it has no control over market conditions or bidding procedures, ENGINEER cannot warrant that bids, ultimate construction cost, or Project economics will not vary from these opinions.

5. Termination

This AGREEMENT may be terminated for convenience on 30 days' written notice by either party with or without cause. On termination, ENGINEER will be paid for all work performed up to the termination date plus termination expenses, such as, but not limited to, reassignment of personnel, subcontract termination costs, and related closeout costs. If no notice of termination is given, relationships and obligations created by this AGREEMENT, except Articles 7 through 14, will be terminated upon completion of all applicable requirements of this AGREEMENT.

6. Payment to ENGINEER

Monthly invoices will be issued by ENGINEER for all work performed under this AGREEMENT. Invoices are due and payable on receipt. Interest at the rate of 1-1/2 percent per month, or that permitted by law if lesser, will be charged on all past-due amounts starting 30 days after date of invoice. Payments will first be credited to interest and then to principal.

In the event of a disputed or contested billing, only that portion so contested will be withheld from payment, and the undisputed portion will be paid. The CLIENT will exercise reasonableness in contesting any bill or portion thereof. No interest will accrue on any contested portion of the billing until mutually resolved.

7. Independent Consultant

ENGINEER agrees to perform all services as an independent consultant and not as a subcontractor, agent or employee of the CLIENT.

8. Litigation Assistance

Unless specifically set forth in the Scope of Services, the Scope of Services does not include costs of the ENGINEER for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation, public hearings, enforcement action, or other administrative proceedings taken or defended by the CLIENT.

All such services required or requested of the ENGINEER by the CLIENT, except for suits or claims between the parties to this AGREEMENT, will be reimbursed as may be mutually agreed, unless and until there is a finding by a court or arbitrator that ENGINEER's sole negligence caused CLIENT's damage.

9. Venue

In the event that any legal proceeding is brought to enforce this AGREEMENT or any provision hereof, the same shall be brought in Grayson County, Texas and shall be governed by the laws of the State of Texas.

10. Severability and Survival

If any of the provisions contained in this AGREEMENT are held illegal, invalid or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. Limitations of liability and indemnities shall survive termination of this AGREEMENT for any cause.

11. Interpretation

The limitations of liability and indemnities will apply whether ENGINEER's liability arises under breach of contract or warranty; tort, including negligence; strict liability; statutory liability; or any other cause of action, except for willful misconduct or gross negligence for limitations of liability and sole negligence for indemnification, and shall apply to ENGINEER's officers, affiliated corporation, employees and subcontractors. The law of the state of Texas shall govern the validity of this AGREEMENT, its interpretation and performance, and any other claims related to it.

12. No Third Party Beneficiaries

This AGREEMENT gives no rights or benefits to anyone other than the CLIENT and ENGINEER and has no third party beneficiaries. The CLIENT will include a provision in each agreement which CLIENT enters into with any other entity or person that such entity or person shall have no third-party beneficiary rights under this Agreement.

ENGINEER's services are defined solely by this AGREEMENT, and not by any other contract or AGREEMENT that may be associated with the Project.

15. Liability

- a. ENGINEER's services shall be governed by the negligence standard for professional services, measured as of the time those services are performed.
- b. The CLIENT's review, approval, or acceptance of, or payment for, any of these services shall not be construed to operate as a waiver of any rights under this AGREEMENT or of any cause of action arising out of the performances of this AGREEMENT, and the ENGINEER shall be and remain liable in accordance with applicable law for all damages to the CLIENT caused by ENGINEER's omissions or negligent performance of any of the services furnished under this AGREEMENT.
- d. As used herein, ENGINEER includes the corporation, subcontractors, and any of its or their officers, or employees. This assignment may not include "engineering" as defined by the Texas Engineering Practice Act.
- e. Any contract claim must be brought within 2 years from the day following the act or omission giving rise to the breach of contract claim.

16. Assignment

Neither Party will assign all or any part of this Agreement without prior written consent to the other party.

City of Sherman

Post Oak WWTP

Options Evaluation and Preliminary Design

Aeration and Other Secondary Treatment Improvements



ATTACHMENT A

Scope of Work

1. Review available plans and submittals on existing aeration system, including physical arrangement of system and condition and capacity of existing air piping as well as available plans on the secondary clarification mechanisms, weirs, domes, etc. and RAS pumps and pump retrieval monorail and hoist.
2. Arrange and attend two or more presentations by blower vendors, to be conducted at the Sherman Post Oak WWTP.
3. Arrange and attend two or more site visits, anticipated within or north of the DFW Metroplex, to WWTPs with existing high speed or integrally geared blower equipment, fine bubble membrane disk diffusers and/or aeration basin mixing equipment.
4. Confirm design airflow. Consider master plan to add fourth Aeration Basin as well as existing treatment capacity of the Trickling Filters in calculating the design airflow.
5. Evaluate and summarize options for aeration blowers, including multistage centrifugal, single-stage high speed centrifugal turbo, and single-stage centrifugal integrally geared. Obtain costs proposals and summarize capital, operating and life cycle costs for each technology. Compare benefits and drawbacks of each technology.
6. Determine layout and obtain cost proposals for fine bubble membrane disk diffusers. Evaluate mixing energy provided by fine bubble diffused aeration and compare capital, operating and life cycle costs of fine bubble diffused aeration with up to two systems using supplemental mixing. Evaluate implications of operating Aeration Basins in parallel with tapered aeration, mixer and selector zone technologies.
7. Evaluate capacity and condition of existing air piping. Determine cost for replacing air valves. Evaluate available treatment capacity in existing inlet and outlet channels and recommend and estimate costs for new air diffusion/mixing equipment in the channels, where needed.
8. Obtain cost proposals for fourth submersible RAS pump and VFD to match existing three RAS pumps and VFDs. Evaluate layout and costs associated piping and other appurtenances.
9. Develop summary spreadsheet for existing gates at the Aeration Basins and to split flows to the Secondary Clarifiers. Correlate spreadsheet to physical location of each gate. Evaluate and document whether to replace or repair each gate.
10. Assess condition of the existing secondary clarification equipment. Develop recommendations for replacement of weirs and rehabilitation of mechanisms.
11. Conduct up to four site visits to Post Oak WWTP for field observations, measurements and plant staff interviews.
12. Prepare for and conduct a workshop at the Sherman Post Oak WWTP to present and discuss preliminary findings and proposed equipment layouts.
13. Compile comments received in workshop and prepare preliminary design memorandum for City review. Draft preliminary design memorandum will be delivered electronically in .pdf format. Memorandum will include recommendations and projected construction costs.
14. Meet at the Sherman Post Oak WWTP to receive comments on memorandum.

15. Incorporate City comments and finalize memorandum. Deliver final memorandum in .pdf format and four hard copies.
16. Coordinate preliminary design with subconsultant. Subconsultant will evaluate options and cost opinions for the following:
 - a. Elevating existing monorail hoist for Aeration Basin Lift Station (ABLS) pumps and volutes, including upgrade of festoon cable.
 - b. Routing power to the fourth ABLS pump as well as powering the existing ABLS pumps from the new switchgear building.
 - c. ABLS pump controls and connections to SCADA.
 - d. Passive harmonic filters for the existing 6-pulse VFDs at the ABLS pumps.
 - e. Preliminary architectural and electrical design for the new switchgear building west of the existing blower building with a main-tie-main configuration.
 - f. Above ground electrical feeder from the plant main switchboard to the new switchgear building.
 - g. Replacing metal façade and rollup door on the existing blower building with a larger door.
 - h. Power, controls and SCADA improvements for the new aeration blowers.
 - i. Lighting upgrade for inside and outside the existing blower building and new lighting for the switchgear building. Lighting upgrade for outside lights Aeration Basins (north end) and Bio-Clarifier Splitter Box.



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

Wastewater Treatment Plant

1 inch = 400 feet





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

C.6.

Meeting Date: 06/19/2017

Prepared By: Scott Shadden, Director of Developmental Services

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 6237**

Authorizing Execution of an Agreement with Jose Torres Castillo and Crisalida Serrano Gonzales for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 1801 East Alma Avenue

Issue:

This item is to consider property tax abatement for the construction of a new single-family residence at 1801 East Alma Avenue.

Background:

Several years ago, the City Council began a residential tax abatement program to encourage the redevelopment of older sections of town. This application is for the construction of a new single-family residence at this location. This lot is in the current designated zone for residential tax abatement.

Origination:

Jose Torres Castillo and Crisalida Serrano Gonzales, Owners

Financial Consideration:

A \$75.00 application fee has been received for this residential lot. If granted, the initial abatement for this property will be approximately \$297.60 annually.

Staff Recommendation:

The staff recommends approval of this abatement since it meets the requirements of the process.

Alternatives:

The City Council could decide against granting this abatement.

Attachments

Resolution No. 6237

Residential Tax Abatement Agreement

Application

Warranty Deed

Survey

Building Permit

Site Plan

Photo

Location Map

Reinvestment Zone Map

RESOLUTION NO. 6237

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT WITH JOSE TORRES CASTILLO AND CRISALIDA SERRANO GONZALES FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 1801 EAST ALMA AVENUE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to receipt of a fully-executed agreement from Jose Torres Castillo and Crisalida Serrano Gonzales, LLC subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute an agreement with Jose Torres Castillo and Crisalida Serrano Gonzales for the abatement of ad valorem property taxes for a period of ten (10) years, for the construction of one (1) new single-family residence at 1801 East Alma Avenue, lying within the City of Sherman's Residential Tax Reinvestment Zone, in accordance with the City's policies and procedures established for this purpose.

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

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

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

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

THE STATE OF TEXAS §
 §
COUNTY OF GRAYSON §

AGREEMENT

THIS AGREEMENT, entered into by and between the **CITY OF SHERMAN, TEXAS**, a home rule city and municipal corporation of the State of Texas, duly acting herein by and through its City Manager, hereinafter referred to as CITY, and **JOSE TORRES CASTILLO AND CRISALIDA SERRANO GONZALES**, hereinafter referred to as OWNERS,

WITNESSETH:

WHEREAS, on the 18th day of April, 2011, the City Council of Sherman, Texas, passed Ordinance No. 5692 establishing a reinvestment zone for residential tax abatement, as authorized by Chapter 312 of the Texas Tax Code, as amended, hereinafter referred to as CODE; and

WHEREAS, the CITY has adopted a resolution (Resolution No. 6210) stating that it elects to be eligible to participate in a residential tax abatement program; and

WHEREAS, the CITY desires to create the proper economic and social environment to induce the investment of private resources in real estate construction located in incorporated areas of the CITY; and

WHEREAS, the CITY hereby finds that it may effectively encourage and assist the creation of such an environment by participating in tax abatement pursuant to the CITY; and

WHEREAS, the CITY has created a reinvestment zone within its jurisdiction to induce the investment of private resources in real estate construction located in incorporated areas of the CITY, and OWNER has agreed to construct certain real property improvements; and

WHEREAS, OWNER is prepared to comply with the provisions of the CITY'S guidelines and criteria enacted the 18th day of April, 2011;

NOW, THEREFORE, WITNESS THIS TAX ABATEMENT AGREEMENT which provides as follows:

I.

1.01 To the extent authorized by the Texas Constitution and by the Tax Code, CITY hereby agrees to exempt from City of Sherman taxation a portion of the increase in value of taxable real property of OWNER in the CITY over the same real property and its value as calculated by the Grayson Appraisal District for ad valorem property tax purposes in accordance with the following schedule. Such tax exemption shall be in effect for tax years beginning

January 1, 2017, and continuing for tax years 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025 and 2026, with same constituting ten (10) tax years. However, nothing contained herein shall be construed to grant an abatement of taxes to be assessed based on the change of use of the property from an agricultural use to another use, sometimes referred to as rollback taxes, penalties or interest. In the event rollback taxes are applicable for the real property utilized by OWNER, then such increase in value of taxable property resulting from such rollback shall be used as the tax value for such property for the tax year 2016, sometimes referred to herein as the Base Tax Year.

SCHEDULE OF TAXES ASSESSED

<u>TAX YEAR</u>	<u>ABATEMENT</u>
2017	100%
2018	100%
2019	100%
2020	100%
2021	100%
2022	100%
2023	80%
2024	60%
2025	40%
2026	20%

II.

2.01 OWNER warrants and represents that the real property upon which OWNER has constructed or will construct improvements is qualified property within the meaning of that Act, and that such has been and will remain eligible for tax abatement under the provisions of the Property Redevelopment and Tax Abatement Act, Sections 312.001, et seq., Texas Tax Code.

2.02 To continue to qualify for tax abatement under the terms of this Agreement, OWNER hereby warrants and represents that the improvements made by OWNER on the real property described herein are for residential use.

2.03 The tax abatement granted under the terms of the Agreement shall only be implemented if appraised value of all real property and improvements located thereon owned by OWNER and lying within designated zone exceeds the base year value. The OWNER agrees that Grayson Appraisal District shall, at reasonable times upon reasonable notice, have access to the property made the subject of this Agreement, and that the above set forth inspectors shall be able to inspect the property to insure that the improvements are being made in accordance with the terms and conditions hereof and utilized in accordance with this Agreement.

III.

3.01 The term of this Agreement shall be for tax years 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025 and 2026, as indicated above in paragraph 1.01.

IV.

4.01 The kind, number and location of all proposed property improvements are set forth as follows:

Construction of one (1) new single-family residence at 1801 East Alma Avenue, Sherman, Texas, and as more particularly described by the following:

BEING Lot 3, Block 2, Milam Heights Addition

5.01 OWNER agrees that, should he fail to make improvements substantially as described or fail to perform any other term or covenant hereof, CITY shall have the right, after giving notice and opportunity to cure as hereinafter set out, to recapture all tax revenue on said property in the zone lost as a result of this Agreement for the entire term of the Agreement. Such recapture shall mean that all of such property shall be taxed at the full improved value as assessed by the Grayson Appraisal District for all years this Agreement has been in effect. The payment of such recaptured taxes minus any taxes paid by OWNER during the years this Agreement has been in force shall be due January 1 of the next following year and shall be delinquent if not paid on or prior to January 31st. Penalties and interest shall be calculated thereafter as if all taxes had become due in the same year. The CITY agrees prior to enforcement of the terms of this paragraph to give 120 days written notice to the address shown below of OWNER'S default in completing the improvements called for in this Agreement, and OWNER shall have the right to cure such default within the 120-day period.

VI.

6.01 This Agreement shall inure to the benefit of CITY and OWNER, and shall be binding upon them, their heirs, successors and assigns. It is specifically provided and agreed that the right to tax abatement shall inure to the benefit of subsequent owners so long as the term and conditions of this Agreement are in effect.

VII.

7.01 CITY agrees that this Agreement may be assigned and the improvements leased or sub-leased, without any further necessity for consent, by the OWNER to any person, firm or corporation.

VIII.

8.01 At any time before the expiration of the term hereof, this Agreement may be modified by the mutual action of the parties hereto to include other provisions that could have been included in the original agreement or to delete provisions that were not necessary to the original agreement. Such modification must be in writing and signed by all the parties hereto and made by the same procedure by which the original Agreement was approved and executed. In no

event may the original Agreement be modified so as to extend the term beyond the original term of this Agreement.

IX.

9.01 This Agreement shall be construed subject to the laws of the State of Texas, and particularly to the Property Redevelopment and Tax Abatement Act, Chapter 312 of the Texas Tax Code.

9.02 All appraisal values for real property shall be made by the Grayson Appraisal District or such other entity as may succeed or replace such District.

9.03 OWNER is hereby notified that the Grayson Appraisal District may impose additional requirements which must be met in order for OWNER to realize the benefit of tax abatement and this Agreement. Contact should be made by OWNER with the District in person at 512 North Travis Street, Sherman, Texas, or by telephone at (903) 893-9673.

X.

10.01 This Agreement is subject to all provisions of all outstanding bond issues of CITY. To the extent that this Tax Abatement Agreement conflicts with any of the provisions of such bond issues, such bond issues and attendant documents thereto shall control.

XI.

11.01 This Tax Abatement Agreement is specifically subject to present laws of the State of Texas and any future laws enacted subsequent to the execution of this Agreement which may provide retroactively for a modification of Agreements of this type as a matter of law. Upon the effective date of any such law, then this Agreement shall automatically be so modified.

XII.

12.01 Notices required by this Agreement shall be mailed to the following addresses as same may be in the future changed by either party upon written notice to the other:

City of Sherman
P.O. Box 1106
Sherman, Texas 75091-1106
(903) 892-7200

Jose Torres Castillo and
Crisalida Serrano Gonzales
724 East Sears
Denison, TX 75020
(903) 357-2085

Copy to: Grayson Appraisal District
512 North Travis Street
Sherman, Texas 75090
(903) 893-9673

This Agreement is performable in Grayson County, Texas. Witness our hands on this the _____ day of _____, 2017.

CITY:
CITY OF SHERMAN, TEXAS

OWNER:
JOSE TORRES CASTILLO

BY: _____
ROBBY HEFTON
CITY MANAGER

BY: _____
JOSE TORRES CASTILLO

OWNER:
CRISALIDA SERRANO GONZALES

BY: _____
CRISALIDA SERRANO GONZALES

ATTEST:

BY: _____
LINDA ASHBY
CITY CLERK

APPROVED AS TO FORM
AND CONTENT:

BY: _____
BRANDON S. SHELBY
CITY ATTORNEY

**THE STATE OF TEXAS §
COUNTY OF GRAYSON §**

BEFORE ME, the undersigned authority, on this day personally appeared **JOSE TORRES CASTILLO** known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein express.

GIVEN UNDER MY HAND and seal of office this ____day of _____, 2017 A.D.

**NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS**

BEFORE ME, the undersigned authority, on this day personally appeared **CRISALIDA SERRANO GONZALES** known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein express.

GIVEN UNDER MY HAND and seal of office this ____day of _____, 2017 A.D.

**NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS**

**CITY OF SHERMAN
APPLICATION FOR RESIDENTIAL TAX ABATEMENT**

Property Owner:

Name: Jose Torres castillo

Mailing Address: 724 E sears

Telephone Number: 903 357 2085

Contact (if different than owner):

Name: J.

Mailing Address: _____

Telephone Number: _____

Property:

Physical Address: 1801 E Alma

Summary Legal Description: Lot: 3- Block: 2 Addition: millam Heights

Full Legal Description: Include as an attachment a full legal description with metes and bounds.

Improvements:

Type of Improvements (please check one). New Construction: ☒ Remodeling: ☐

Estimated Value of Improvements: 80,000

Estimated Date of Start of Construction: 6-1-17

Estimated Date of Completion of Project: 12-1-17

Description of Project: New Residential

Applicant(s): José Torres
Crisaldo Serrano

Date: 5/31/17

Date: 5/31/17

**** Electronically Filed Document ****

Wilma Blackshear Bush
County Clerk
Grayson County

Document Number: 2017-9350
Recorded As : E-FILE RECORDINGS

Recorded On: May 03, 2017
Recorded At: 02:54:35 pm
Number of Pages: 3
Book-VI/Pg: Bk-OR VI-5992 Pg-760
Recording Fee: \$20.00

Parties:

Direct- MERAZ LEONEL
Indirect- CASTILLO JOSE TORRES

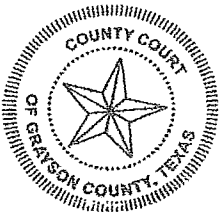
Receipt Number: 476292
Processed By: GAIL WHITE

Consideration Amount:\$0
Tax Code :
Tax Amount: \$0

Affidavit: NO

***** THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.



THE STATE OF TEXAS
COUNTY OF GRAYSON

I hereby certify that this instrument was FILED in the File Number sequence on the date/time
printed hereon, and was duly RECORDED in the Official Records of Grayson County, Texas.

Wilma Blackshear Bush

Wilma Blackshear Bush, Grayson County Clerk

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

WARRANTY DEED

Date: May 2, 2017

Grantor: LEONEL MERAZ, also known as LEONAL MERAZ, owning, occupying and claiming other property as his homestead

Grantor's Mailing Address: 1701 Laurel Lane, Plano, TX 75074

Grantee: JOSE TORRES CASTILLO and wife, CRISALIDA SERRANO GONZALES

Grantee's Mailing Address: 724 E. Sears St., Denison, TX 75021 (Grayson County)

Consideration: The sum of TEN AND NO/100 DOLLARS (\$10.00) and other valuable consideration to the Grantor herein paid by the Grantees herein named, the receipt of which is hereby acknowledged, and no lien is hereby retained, expressed or implied.

Property (including any improvements):

BEING LOT THREE (3) IN BLOCK TWO (2) OF MILAM HEIGHTS ADDITION TO THE CITY OF SHERMAN, TEXAS, AS SHOWN BY PLAT RECORDED IN VOLUME 160, PAGE 462 OF THE DEED RECORDS OF GRAYSON COUNTY, TEXAS. Being locally known as 1801 E. Alma Ave., Sherman, Texas.

Reservations from and Exceptions to Conveyance and Warranty:

This conveyance is made subject to, and there is hereby excepted from the warranties hereof and the estate conveyed, any and all prior reservations or conveyances of oil, gas and/or other minerals, building restrictions, easements, oil and gas leases, and any other conditions, if any, to the extent, and only to the extent, that the same may still be in force and effect as of the date of this conveyance, as shown of record in the office of the County Clerk of Grayson County, Texas.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

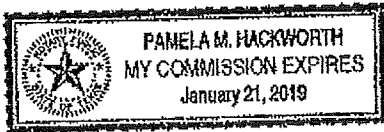
When the context requires, singular nouns and pronouns include the plural.

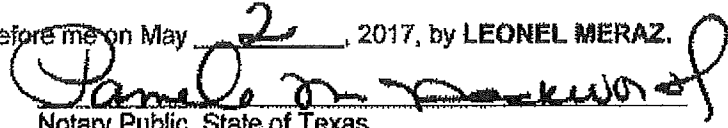


LEONEL MERAZ

STATE OF TEXAS §
COUNTY OF GRAYSON §

This instrument was acknowledged before me on May 2, 2017, by LEONEL MERAZ.





Notary Public, State of Texas

AFTER RECORDING RETURN TO:

PREPARED IN THE OFFICE OF:

PHILLIP G. SHAFFER, P.C.
Attorney at Law
230 West Main Street
Denison, Texas 75020

N. ROSS AVE. 37.5' BC to BC Asphalt Pavement 70' R-O-W

Overhead Electric Lines

SURVEY SKETCH

Lot 4

Lot 2

Gravel Surface

20' Alley

F.I.R.

N 80° 44' 00" E

S.I.R. 55.61'

BLOCK 2

MILAN HEIGHTS ADDITION To The City of Sherman, Grayson County, Texas, as Shown by Plat Recorded in Vol. 160, Pg. 452, D.R./G.C.Tx.

100.0'

Chord = N 01° 05' 15" W, 151.54'

Δ = 7° 20' 40"
Rad. = 1183.00'
Arc = 151.64'

Water Meter

Lot 3

10,203 Sq. Ft.
or 0.234 Acre

S 09° 16' 00" E
150.00'

Lot 5

Margaret Booker
Affidavit Vol. 5947, Pg. 382,
R.P.R./G.C.Tx. 4/25/2016

Lot 7

77.17'

S.I.R.

S 80° 44' 00" W

S.I.R.

24.8'

Cond Drive

Conc. Curb & Gutter

31.2' BC to BC Asphalt Pavement

80.0' R-O-W
ALMA AVENUE

Fire Hydr.
P.P.

LEGEND

S.I.R. = SET IRON ROD P.P. = POWER POLE

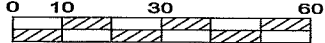
F.I.R. = FOUND IRON ROD CONC. = CONCRETE

R.P.R./G.C.Tx. = REAL PROPERTY RECORDS

GRAYSON COUNTY, TEXAS

D.R./G.C.Tx. = DEED RECORDS GRAYSON COUNTY, TEXAS

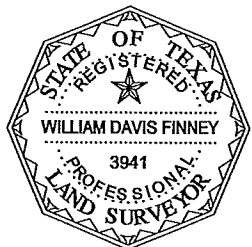
Graphic Scale: 1" = 30"



THIS LOT IS WITHIN ZONE 'X', (UNSHADED) AREAS DETERMINED TO BE OUTSIDE THE 0.2% CHANCE FLOODPLAIN, PER FLOOD INSURANCE RATE MAP NUMBER 48181C0290F, FOR GRAYSON COUNTY, TEXAS AND INCORPORATED AREAS. EFFECTIVE DATE: SEPTEMBER 29, 2010. THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. ON RARE OCCASIONS GREATER FLOODS CAN AND WILL OCCUR AND FLOOD HEIGHTS MAY BE INCREASED BY MAN-MADE OR NATURAL CAUSES. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

THIS SURVEY IS FOR THE BENEFIT OF LEONEL MERAZ AND THE CITY OF SHERMAN, and certifies that I, William Davis Finney, Tx.R.P.L.S. #3941, have prepared a careful and accurate survey on the ground of property located at #1801 E. Alma Avenue, Sherman, Grayson County, Texas, 75090, Being Lot THREE (3), in Block TWO (2) of MILAN HEIGHTS ADDITION, per Plat Filed in Volume 160, Page 452, of the Deed Records of Grayson County, Texas, and that there are no (visible) encroachments, conflicts, protrusions, or easements, except as shown hereon.

William Davis Finney



SURVEY SKETCH OF LOT 3, BLOCK 2, MILAN HEIGHTS ADDITION TO THE CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, PER PLAT FILED IN VOL. 160, PAGE 452, DEED RECORDS OF GRAYSON COUNTY, TEXAS, AT # 1801 EAST ALMA AVENUE, SHERMAN TEXAS, 75090

DATA LAND SERVICES CORP. REGISTERED PROF. LAND SURVEYING TEXAS BOARD OF PROFESSIONAL LAND SURVEYING FIRM REGISTRATION LICENSE NUMBER 10183900

P. O. BOX 2110, FORNEY, TEXAS, 75126
Ph. (972) 564-6166 Fax (972) 564-3079
Cell (903) 815-2769 hlfinney@verizon.net

Job No.: 37-481

Scale: 1" = 30'

Drawn by: W.D.F.

Date: May 15, 2017

CITY OF SHERMAN
RESIDENTIAL BUILDING PERMIT

SUBCONTRACTOR: JOSE/CRISALIDA
TORRES

PERMIT #: 171122

DATE ISSUED: 5/31/2017

PROJECT ADDRESS: 1801 E ALMA AVE
PARCEL ID: 157158
SUBDIVISION: MILAN HEIGHTS ADDN

LOT #: 3
BLK #: 2
ZONE ORD: R-1 ONE FAMILY RESIDENTIAL

ISSUED TO: JOSE/CRISALIDA TORRES
ADDRESS: 724 E SEARS
CITY, ST ZIP: DENISON TX 75021
PHONE: 903-771-1269

CONTRACTOR: JOSE/CRISALIDA TORRES
ADDRESS: 724 E SEARS
CITY, ST ZIP: DENISON TX 75021
PHONE:

PROP. USE: ONE FAMILY RESIDENTIAL
WORK: NEW RESIDENTIAL
CONSTRUCTION

SQ FT: 1,406.00
BEDROOMS: 3

VALUATION: \$ 80,000.00
OCCP TYPE: ONE FAMILY RESIDENTIAL
CNST TYPE: WOOD FRAME

BATHROOMS: 2
STORIES: 1

FEE CODE	DESCRIPTION	AMOUNT
BLD10	RESIDENTIAL STORMWATER MGMT	\$ 25.00
TOTAL		\$ 25.00

NOTES:

NOTICE

THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS, OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF 6 MONTHS AT ANY TIME AFTER WORK IS STARTED.

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS DOCUMENT AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND ORDINANCES GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO VIOLATE OR CANCEL THE PROVISION OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.

Jose Torres C.
(SIGNATURE OF CONTRACTOR OR AUTHORIZED AGENT)

5/31/17
DATE

[Signature]
(APPROVED BY) FLOOD PLAIN ADMINISTRATOR

5/31/17
DATE

B. White
(APPROVED BY) BUILDING & ZONING

6/6/17
DATE

N. ROSS AVE. 37.5' BC to BC Asphalt Pavement 70' R.O-W

Overhead Electric Lines

SURVEY SKETCH

Lot 2

Lot 4

Gravel Surface

20' Alley

F.I.R.

N 80° 44' 00" E

S.I.R.

55.61'

BLOCK 2

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Sherman, Grayson County, Texas, as Shown by
Plat Recorded in Vol. 160, Pg. 452, D.R./G.C.Tx.

100.0'

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S.I.R.

Rad. = 1183.00'

Arc = 151.64'

Lot 3

S 09° 16' 00" E

150.00'

0.203 Sq. Ft.

0.234 Acre

Water Meter

77.17'

S.I.R.

S 80° 44' 00" W

24.8'

Conc. Drive

Conc. Curb & Gutter

31.2' BC to
BC Asphalt
Pavement

80.0' R-O-W
ALMA AVENUE

Fire Hydr.

P.P.

LEGEND

S.I.R. = SET IRON ROD

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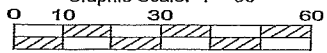
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GRAYSON COUNTY, TEXAS

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Graphic Scale: 1" = 30"



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William Davis Finney



SURVEY SKETCH OF LOT 3, BLOCK 2, MILAN HEIGHTS ADDITION TO THE CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, PER PLAT FILED IN VOL. 160, PAGE 452, DEED RECORDS OF GRAYSON COUNTY, TEXAS, AT # 1801 EAST ALMA AVENUE, SHERMAN TEXAS, 75090

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Ph. (972) 564-6166 Fax (972) 564-3079
Cell (903) 815-2769 hfinney@verizon.net

Job No: 37-481

Scale: 1" = 30'

Drawn by: W.D.F.

Date: May 15, 2017

1801 E. Alma Avenue





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

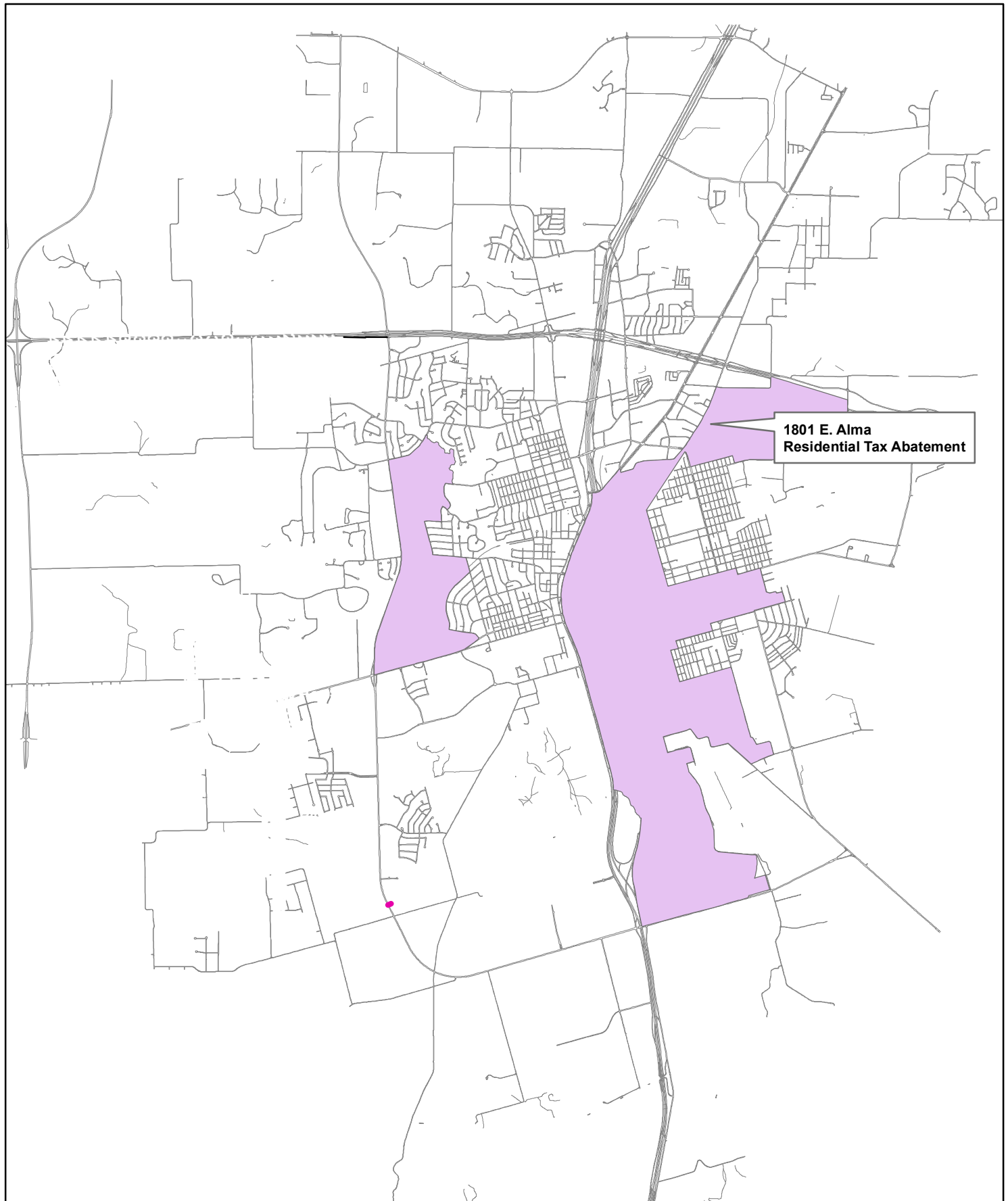


1801 E. Alma



NOT TO SCALE

1 in = 775 ft



1801 E. Alma Residential Tax Abatement



1 in = 6,000 ft



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

D.1.

Meeting Date: 06/19/2017

Prepared By: Danny Jones, Fire Chief

Approved By: Robby Hefton, City Manager

Caption:

*** REQUEST TO ADVERTISE**

Contracting with a Construction Manager-at-Risk (CMAR) for Renovations to Fire Station #5

Issue:

Requesting permission to advertise for proposals for the remodeling of the current Fire Station #5 facility, located at 3704 Frisco Road, by a qualified Construction Manager-at-Risk (CMAR)

Background:

The City of Sherman Fire Station #5 facility was built in 1974; and the original building has not undergone significant renovations or improvements during that period. Fire Station #5 is the smallest and busiest Sherman fire station. Currently, the facility lacks sufficient space for private dormitories, office space, multi-user restrooms and shower facilities. The apparatus bay is too short to facilitate most modern fire apparatus, contributing to significant diesel exhaust build-up in the bay area and living quarters, resulting in exposure in station living quarters. This project is included in the fiscal year 2017 Capital Improvement Program and will address these issues, extending the useful life of the fire station.

Origination:

Fire-Rescue Services Department

Financial Consideration:

Funding was approved and is available in the Capital Improvement Program Fund.

Staff Recommendation:

Cost of advertising is expected to be under \$200.00.

Alternatives:

As may be directed by the City Council



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

E.1.

Meeting Date: 06/19/2017

Prepared By: Mark Gibson, Director of Utilities

Approved By: Robby Hefton, City Manager

Caption:

*** CHANGE ORDER NO. 1**

Harrison Elevated Tank Repair and Paint Project, Principle Industrial Services, LLC; \$42,241.10 Decrease

Issue:

To consider approval of Change Order No. 1 for the Harrison Elevated Tank Repair and Paint project

Background:

Change Order No. 1 is a change order to adjust the project quantities for the Harrison Elevated Tank Repair and Paint Project. The repair and painting of the interior of the Harrison elevated storage tank has been completed. Due to increasing water demands, the tank will be placed back into service for the summer. The exterior of the tank will be painted later this fall. Change Order No. 1 adjusts the prices for bid items utilized in the repair and repainting of the tank's interior.

Origination:

Utility Administration

Financial Consideration:

The change order results in a \$42,241.10 decrease in the contract amount, yielding a revised contract price of \$655,843.20.

Staff Recommendation:

It is recommended that the Change Order No. 1 be approved.

Alternatives:

As may be directed by the City Council

Attachments

Change Order No. 1

Engineer's Recommendation

Aerial Location Map

CHANGE ORDER NO. 1 r1

PROJECT: City of Sherman – Harrison 750,000 Gallon Elevated Tank Repair and Repaint
OWNER: City of Sherman, Texas
CONTRACTOR: Principle Industrial Services, LLC
ENGINEER: Freeman - Millican, Inc.
Dallas, Texas
DATE: 6.9.2017

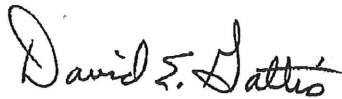
TO THE CONTRACTOR: You are hereby authorized, subject to the Contract provisions, to make the following changes:

Delete contract bid proposal items P.3, P.6, P.20 and P.21 from the contract.	(\$52,933.60)
Reduce bid item P.4 from 50 to 10 four inch diameter repair plates.	(\$1,016.00)
Increase bid item from 20 to 50 six inch diameter repair plates.	\$1,143.00
Add 42 additional repair plates from 8" diameter to 48" x 20" as itemized on the attached invoice #5 from Dale's Welding Service.	\$10,568.50

Original Contract Amount:	\$ 698,084.30
Net Addition/(Reduction) - Previous Change Orders	0.00
Addition/(Reduction) - This Change Order	(\$42,241.10)
Revised Contract Amount:	\$ 655,843.20

Original Contract Time:	288 Days
Time Extension/(Reduction) - Previous Change Orders	0 Days
Time Extension/(Reduction) - This Change Order	0 Days
Revised Contract Time	288 Days

RECOMMENDED:



Freeman - Millican, Inc.

6.9.2017

Date

APPROVED:



Contractor

6.10.2017

Date

Owner

Date

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

June 12, 2017

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

**Re: Sherman Harrison 750,000 Elevated Tank Repair and Repaint Project
Construction Change Order #1**

Dear Mr. Gibson:

The attached proposed change order #1 deletes bid items that were not used and adds other work required to repair the elevated tank.

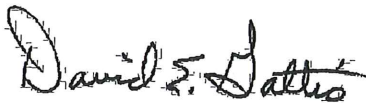
Bid items P.3 and P.6 weld repair plates were not needed for welding repairs inside the tank. Light grit blasting revealed the roof inside structural compression ring to be in good condition. Bid items P.20 and P.21 for replacing the compression ring were not needed. Numerous deep corrosion pit in the tank bottom required larger plates for repairs.

The proposed change order reduces the cost based on unit bid prices for repair items not needed and add cost for installation of additional repair steel plates. The contract price is reduced by \$42,241.10.

We recommend that the City of Sherman approve the proposed change order #1 reducing the contract with Principle Industrial Services, LLC to \$655,843.20.

Sincerely,

FREEMAN - MILLICAN, INC.



David E. Gattis, P.E.



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

Harrison EST

1 inch = 50 feet





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

E.2.

Meeting Date: 06/19/2017

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 Intent to Execute Change Order No. 1; Sears Lift Station Relief Sewer Improvements; Lynn Vessels Construction, LLC; \$4,194.97 Increase

Issue:

To consider approval of Change Order No. 1 for the Sears Lift Station Relief Sewer Project

Background:

Change Order No. 1 is a final, reconciliatory change order to adjust the final project quantities for the Sears Lift Station Relief Sewer Project. The cost differential was due to the addition/deletion of quantities for eleven (11) bid items.

Origination:

Utility Administration

Financial Consideration:

The change order results in a \$4,194.97 increase in the contract amount, yielding a final contract price of \$932,107.80.

Staff Recommendation:

It is recommended that the Greater Texoma Utility Authority's intent to approve Change Order No. 1 be approved.

Alternatives:

As may be directed by the City Council

Attachments

Change Order No. 1

Engineer's Recommendation

Aerial Location Map

CHANGE ORDER NO. 1

PROJECT: City of Sherman – Sears Lift Station Relief Sewer
OWNER: Greater Texoma Utility Authority
CONTRACTOR: Lynn Vessels Construction, LLC.
ENGINEER: Freeman - Millican, Inc.
Dallas, Texas
DATE: 6.13.2017

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

The net increase from the final quantities constructed and the addition of a sewer service and the raising of the existing wall per the attached "FINAL QUANTITIES CONSTRUCTED" is

\$4194.97

Original Contract Amount:	\$ 927,912.83.00
Net Addition/(Reduction) - Previous Change Orders	0.00
Addition/(Reduction) - This Change Order	\$4,194.97
Revised Contract Amount:	\$ 932,107.80

Original Contract Time:	270 Days
Time Extension/(Reduction) - Previous Change Orders	0 Days
Time Extension/(Reduction) - This Change Order	0 Days
Revised Contract Time	270 Days

RECOMMENDED:



6.13.2017

Freeman - Millican, Inc.

Date

APPROVED:



6-13-17

Contractor

Date

Owner

Date

Final Quantities Constructed

6/13/2017

BID		UNIT				
ITEM	DESCRIPTION	UNITS	PRICE	Plus/Minus	ADD	DEDUCT
P.5	24" Pier	VF	\$172.63	Plus 5'	\$863.15	
P.7	Manhole 0 - 9' Deep	EA	4,366.50	Minus 3		13,099.50
P.8	Manhole 10 - 16' Deep	EA	5,904.00	Plus 1	5,904.00	
P.9	Manhole Additional Vertical Depth	VF	627.3	Minus 4		2,509.20
P.13	Crush Stone for Soft Trench Bottom	CY	49.2	Minus 100		4,920.00
P.26	Chain Link Fence	LF	39.67	Plus 17	674.39	
P.32	Stablize Finish Slope 10% - 20%	SY	68.88	Plus 465	32,029.20	
P.33	Stablize Finish Slope Greater than 20%	SY	121.77	Minus 150		18,265.50
P.34	Remove & Replace Asphalt Pavement	SY	79.95	Plus 14	1,119.30	
Add 1	4" Commerical Sewer Service	EA	1,136.78	Plus 1	1,136.78	
Add 2	Raise 8" concrete Wall 13"	LS	1,262.35	Plus 1	1,262.35	
TOTALS					42,989.17	38,794.20
					\$4,194.97	

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, 2017

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

**Re: Sherman Sears Lift Station Relief Sewer
Change Order #1**

Dear Mr. Satterwhite:

This proposed change order #1 reconciles final quantities included in the project and adds for a sewer service line and adding 13" to an existing concrete culvert wall for a net increase in cost. Changes to bid item quantities are based on bid prices as itemized in the change order attachment. Bid item P.13, crushed stone for soft trench bottom was not needed and the lower unit cost bid item P.32, geotextile fabric for slope stabilization was used as needed for bid item P.33, soil/cement slope stabilization.

The need to replace the commercial sewer service line was discovered during construction. The need for additional concrete wall height was discovered when the old failing cover was removed. Additional cost for both items are reasonable.

The attached proposed change order #1 increases the contract price by \$4,194.97 for the above noted items.

We recommend that the Greater Texoma Utility Authority approve the proposed change order #1 increasing the contract with Lynn Vessels Construction, LLC. to \$932,107.80.

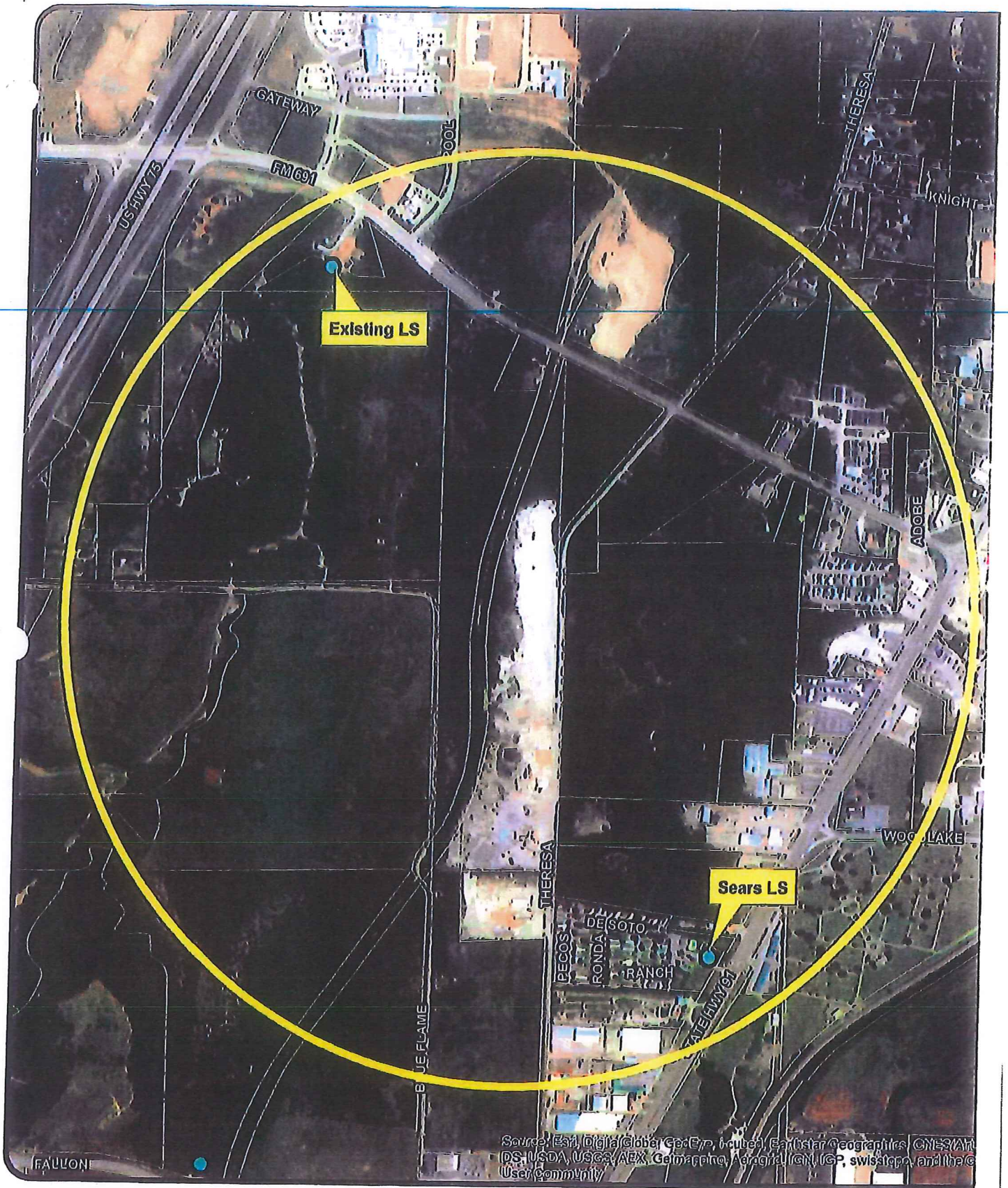
Sincerely,

FREEMAN - MILLICAN, INC.



David E. Gattis, P.E

Enclosure & Copy: Sherman, Mark Gibson, Director of Utilities





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

F.1.

Meeting Date: 06/19/2017

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

OTHER BUSINESS

Receive Quarterly Progress Report from Sherman Economic Development Corporation Board Chairman Greg Kirkpatrick and SEDCO President John Plotnik

Issue:

To receive the Sherman Economic Development Corporation (SEDCO) quarterly progress report from Board Chairman Greg Kirkpatrick and SEDCO President John Plotnik

Background:

The brief presentation by the SEDCO Board Chairman and SEDCO President will provide the City Council with an overview of SEDCO's activities and accomplishments during the last three (3) months. SEDCO's last update was presented at the City Council's regular meeting on March 6, 2017.

Origination:

City Council

Financial Consideration:

This presentation is for informational purposes only and has no impact on the City's revenues or expenses.

Staff Recommendation:

No action is required of the City Council.

Alternatives:

None recommended

Attachments

SEDCO's Quarterly Progress Report

REPORTING FORM FOR BOARDS AND COMMISSIONS

Name of Board: Sherman Economic Development Corporation

Name of Chairman: Greg Kirkpatrick

Name of Vice Chairman: John Sild

Date of Report to City Council: June 19, 2017

1. In simple terms and as briefly as possible, please describe the mission of your board.

- *The mission of the Sherman Economic Development Corporation (SEDCO) is to grow and diversify the Sherman and surrounding area economies through the addition of new jobs and investment.*

**2. Please list the top accomplishments of your board within the past quarter.
(Please limit the list to five or fewer items).**

- *March 16th, Metallenium Iron Works received their second incentive payment of \$20,000 after the company met the requirements in the Economic Development Performance Agreement by staffing an additional five full-time employees for a total of 25 employees at the Sherman facility.*
- *April 11th, the SEDCO Board of Directors approved an Economic Development Performance Agreement with Cooper B-Line, Inc. (Eaton). The agreement states that Eaton will invest \$493,500 in facility improvements and new equipment at its 4900 Marshall Street facility; and SEDCO will provide an incentive of \$24,675 upon proof that the conditions have been met.*
- *On May 11th, SEDCO presented Ball DPF/Nature's Source with their final incentive payment of \$4,765 towards their \$159,300 capital investment for the renovation of a newly purchased tank farm and the creation of one new job.*
- *May 8-13th, SEDCO hosted Sherman's first Economic Development Week (EDW). EDW was created by the International Economic Development Council (IEDC) to increase awareness for economic development local programs that support the creation of jobs, advance career development opportunities and contribute to an increased quality of life. The week-long celebration included visits to 25 industries and a networking reception at the Sherman Municipal Ballroom.*
- *During the past quarter, SEDCO worked closely with Thea Development, LLC to prepare an Option Contract to develop Cassini Gateway I Data Center Campus in Progress Park I. This project is expecting capital investment of over \$1 Billion that will generate 350 construction jobs over a period of 5 years and more than 150 primary jobs.*

3. What are your plans for this board in the next quarter?

- *On June 22nd, John Plotnik and Frank Gadek will attend the Industrial Asset Management Council's (IAMC) Local Event in Dallas.*
- *June's Sherman Plant Manager's Forum will be hosted by Presco Products.*
- *The Summer Leadership Breakfast will be held on July 18th.*
- *SEDCO will host a Sherman Safety Leaders Forum on July 20th.*
- *In August, SEDCO will assist in organizing the Industrial Maintenance Technology (IMT) Program Student Orientation.*

- *An Advanced Manufacturing Planning Meeting has tentatively been scheduled for August. This meeting will include representatives from SISD, Grayson College, SEDCO and local industries discussing the 2017-2018 manufacturing tour schedule for the Advanced Manufacturing Program.*
- *On September 7th, SEDCO will setup a marketing booth at the North Texas Commercial Association of Realtors and Real Estate Professionals (NTCAR) Commercial Real Estate & Developers Expo in Dallas.*
- *On September 16th, Stacey Jones plans to take the Certified Economic Developer exam prior to the International Economic Development Council (IEDC) Annual Conference in Toronto.*
- *If SEDCO receives the IEDC Innovation in Economic Development Week Award, John Plotnik will attend the IEDC Annual Conference in Toronto on September 17th-20th to accept the award.*
- *SEDCO advertising efforts for the next quarter included the following:*
 - *Dallas Business Journal ads on June 30th, July 7th, and August 11th*
 - *Digital ads in the June and July Texas Real Estate Business e-newsletters*
 - *"The Future is Looking Good" Sunglasses Mailer Campaign*
 - *Free digital billboard ad on eastbound HWY 82, just west of the Travis St. exit*
 - *Facebook Ad Campaign*
 - *President's Reports*
- *SEDCO will work to compete aggressively for the attraction of new jobs and investments to the city from existing Sherman employers and new companies, both nationally and internationally.*
- *SEDCO will work closely with companies that have announced new investments in Sherman to ensure they have the support to meet their goals and receive the incentives as identified in the Economic Development Performance Agreements including Eaton, Emerson-Fisher Controls, J.P. Hart Lumber Company, Metallenium Iron Works, Modular Power Solutions, and Panda Sherman Power.*
- *Current infrastructure projects including the new culvert along Progress Drive and the demolition of the house and outlying buildings on Howe Drive will be completed by the end of June.*

4. How often did this board meet in the last quarter?

- *The SEDCO Board meets on the second Tuesday of each month and holds special called meetings when needed. Since our last report, the SEDCO Board held three regularly scheduled meetings (March 21st, April 11th, and May 10th) and one special called meeting (June 2nd).*

5. In what percentage of those meetings was a quorum of board members present?

- *100%*

6. Did any member attend less than 75% of those meetings? If so, which member and how often did they attend.

- *No*

7. What other information would your board like to communicate to the City Council? (please be concise in your response).

- *SEDCO is presently working 12 active projects with an estimated \$2.7 Billion in investments and 2,070 new jobs.*

- Since our last report, SEDCO hosted 20 site visits from companies interested in a possible Sherman location and spoke with 41 site selectors, consultants, and real estate professionals interested in learning more about our community.
- In March, SEDCO started the plan for improvements to Progress Park, including the project to extend Northgate Drive to the new West Travis Street extension.
- On March 8th, John Plotnik attended the Society of Industrial and Office Realtors (SIOR) North Texas Chapter March Event in Dallas.
- Ashton Ghaemi attended Legislative Day in Austin on March 21-22nd.
- In mid-April, Frank Gadek attended the Industrial Asset Management Council's (IAMC) Spring 2017 Professional Forum in Tampa, Florida.
- On April 18th, SEDCO hosted the Spring Leadership Breakfast.
- On April 19th, John Plotnik attended the North Texas Commercial Association of Realtors and Real Estate Professionals (NTCAR) luncheon and an uptown tour of office and industrial sites with approximately 30 site selectors and consultants in attendance.
- On April 20th, John Plotnik served as a panelist at the North TX-Sherman: Economic Development Secrets and Best Practices Summit at Grayson College's Center for Workplace Learning.
- On April 25th, the SEDCO staff met with Dallas Business Journal Reporter Evan Hooper, who reports for the new manufacturing and logistics beat that focuses on North Texas manufacturing. We visited with him about Sherman's existing and targeted industries, the local workforce development efforts, and the growth we are seeing within our city and region.
- Stacey Jones completed her last two training courses for the Economic Development Certification from the OU Economic Development Institute (EDI).
- SEDCO launched the new sedco.org website.
- On May 14th, Frank Gadek participated in student mock interviews at Sherman High School and provided tips on job interviewing techniques.
- On May 17th, John Plotnik spoke to the Leadership Sherman class during Economic Development Day.
- On May 18th, Ashton Ghaemi graduated from Leadership Sherman.
- On May 31st, SEDCO hosted the Spring Mentor Breakfast.
- SEDCO submitted two entries for the International Economic Development Council's (IEDC) Innovation in Economic Development Week Award. The entries included SEDCO's Industry Appreciation Presentations and the 2017 EDW Celebration. The awards will be announced in September at the IEDC 2017 Annual Conference in Toronto.
- June 7-9th, John Plotnik attended the Texas Economic Development Council's (TEDC) Mid-Year Conference in Plano.
- SEDCO continued the Business Retention and Expansion (BRE) Program with the following:
 - On March 8th, SEDCO sponsored a Sherman Plant Manager's Forum hosted by Mueller Construction Company with the following key employers in attendance: Eaton, Emerson Process Management-Fisher Controls, ICwedge Systems, Modular Power Solutions, Panda Sherman Power, Presco, and Washington Iron Works.
 - On March 30th, SEDCO sponsored an HR Group Meeting with representatives from the following companies in attendance: CertainTeed, Emerson-Fisher, Presco and Sunny Delight.
 - On April 20th, SEDCO sponsored a Sherman Safety Leaders Forum hosted by Ball DPF, Inc./Nature's Source with the following key employers in attendance: CertainTeed, Eaton, GlobiTech, Mueller Construction Company, Panda Sherman Power, Presco Products and Sunny Delight.

- Existing industry visits for this quarter included 903 Brewers, Alorica, Alpla, Ball DPF/Nature's Source, Critical Access Billing, Eaton, Emerson, ICwedge Systems, Kaiser Aluminum, Modular Power Solutions, Mueller Construction Company, Omega Industries, Panda Sherman Power, Presco, Progress Rail, Royal Case, Sarah USA Cosmetics, Sherman Machine, Starr Aircraft, Texas Instruments, Tyson, and Washington Iron Works.
- SEDCO continued to serve on the Texoma Regional Consortium, a partnership between Workforce Solutions Texoma, Denison Development Alliance, SEDCO, Denison Independent School District, Sherman Independent School District, and several of our local manufacturers to develop a talent pipeline of middle-skills workers for advanced manufacturing and healthcare occupations.
 - On March 8th, Ball DPF/Nature's Source, Eaton, Emerson Process Management-Fisher Controls, and Washington Iron Works hosted 145 Piner Middle School eighth graders for Spring Manufacturing Tours.
 - On April 27th, Eaton, Emerson-Fisher, Mueller Construction Company, Presco Products and Washington Iron Works hosted 160 Piner Middle School eighth graders, as well as 13 parents and teachers for Spring Manufacturing Tours.
 - On April 29th, SEDCO attended the High Demand Job Training Grant Check Presentation at Workforce Solutions Texoma. SEDCO and DDA each provided \$50,000 to match the Texas Workforce Commission's \$100,000 grant, which will go towards equipment for the Advanced Manufacturing Program at Grayson College.
 - On May 21st, SEDCO sponsored two giveaways at the Advanced Manufacturing Student Appreciation Luncheon held at Emerson. The inaugural class - Dustin Adams, Miguel Ramirez, Josh Benner, Wyatt Adams, Omarai Barron, Cecil Helms, Steve Ibarra, Emily Jordan, Nicholas Moreno and T.J. Stewart – was honored for their accomplishments by the Manufacturing Steering Committee.
 - SEDCO, in partnership with CertainTeed, Eaton, Emerson, Mueller Construction, Tyson and Washington Iron Works, awarded Industrial Maintenance Technology scholarships to seven Sherman High School juniors. On May 31st, these students attended a luncheon to meet seven community leaders who will serve as their mentors.
 - On June 8th, SEDCO, along with the members of the Texoma Regional Consortium, accepted the 2017 Workforce Excellence Award at the TEDC Mid-Year Conference in Plano.
- SEDCO advertising efforts for this quarter included the following:
 - Dallas Business Journal ads on March 10th, April 14th, May 5th & 12th, and June 2nd
 - Sherman was a featured city in the Texas Real Estate Business annual EDC Development Spotlight section of the March issue. (See attachment)
 - Texas Real Estate Business ad in the June issue
 - Other efforts included advertising for Economic Development Week, the 60,000 SF Midway Speculative Building, and monthly President's Reports.
- SEDCO continued its partnership with Texas Aviation Partners, Grayson County, and Denison Development Alliance on marketing the North Texas Regional Airport.
- SEDCO staff attended the following meetings and events since our last report:
 - 2017 Austin College Posey Leadership Award Luncheon
 - Advanced Manufacturing Marketing and Retention Meeting
 - Best of Texoma Gala
 - Boots N Bands
 - Buddy's Ribbon Cutting

- *Career Connection Planning Committee*
- *Child and Family Guidance Board*
- *City Council Meeting*
- *Coffee with the Mayor*
- *County Commissioners Court*
- *Easy Life Realty Ribbon Cutting*
- *Farewell Reception for Dr. Majorie Hass, Austin College*
- *Gents VII Barber Shop Ribbon Cutting*
- *Grand Liquor Ribbon Cutting*
- *High Demand Job Training Grant Check Presentation*
- *Industrial Maintenance Technology Program Meeting*
- *Leadership Sherman*
- *Little Free Library Ribbon Cutting*
- *Manufacturing Skills Development Grant Information Meeting*
- *North Texas Regional Leadership Day*
- *North Texas Young Pros Pillars Luncheon*
- *Restoration Senior Living Groundbreaking*
- *Sherman Chamber Ambassadors Meeting*
- *Sherman Chamber Events Committee*
- *Sherman Education Foundation's Circle of Success Dinner*
- *Sherman Rotary*
- *Sherman Water Treatment Plant Expansion Project Groundbreaking Ceremony*
- *TWC Manufacturing Committee Meeting*
- *Welcome Reception for Brian Straughan, First United Bank*



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Meeting Date: 06/19/2017

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

COUNCIL CALENDAR

Attachments

2017 Council Calendar

2017

JANUARY						
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1/2/2017	New Years Day/Called Council Meeting on 1/3/2017 - Cancelled
3/21/2017	Called Joint Meeting with SISD Board of Trustees
4/21/2017	Called Budget Planning Mtg in Council Chambers
5/22/2017	Called Council Meeting for Introduction, PH and Adoption of Annexation Ordinance (459.6 acre tract on Preston Club Drive in ETJ)
6/15-16/2017	Called Budget Workshop in Council Chambers
7/3/2017	July 3rd Council Meeting Cancelled
7/31/2017	Called Council Meeting for 2nd PH of Annexation Ordinance (Kings Ridge on Norwood Street in ETJ)
9/4/2017	Labor Day/Called Council Meeting on 9/5/2017

[illegible]