

**CITY OF SHERMAN
CITY COUNCIL REGULAR MEETING AGENDA
COUNCIL CHAMBERS OF THE CITY HALL
220 WEST MULBERRY STREET
SHERMAN, TEXAS
MONDAY, JUNE 2, 2014
5:00 P.M.**

- A. 1. CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN**
- A. 2. PLEDGE OF ALLEGIANCE LED BY COUNCIL MEMBER JASON SOFEY**
- A. 3. INVOCATION BY COUNCIL MEMBER JASON SOFEY**
- A. 4. APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF MAY 19, 2014**

Public Hearing

- B. 1. PUBLIC HEARING**
Final Statement/Action Plan for Program Year 2014 Community Development Block Grant

Close Public Hearing and Consider the Consent Agenda

- B. 2. 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. 5857**
Authorizing the Execution of a Professional Services Agreement with Nathan D. Maier Consulting Engineers, Inc. for the Design of the Fallon Drive Bridge and Hunt Street Erosion Repair Projects
- C. 2. RESOLUTION NO. 5858**
Authorizing the Submission of the City of Sherman's Phase II MS4 Storm Water Management Plan to the Texas Commission on Environmental Quality for Coverage under General Permit No. TXR040000

- C. 3. *** RESOLUTION NO. 5859**
Authorizing Execution of a Contract with AMX Premium Cleaning Services, LP, based on a Request for Proposals for Janitorial Services in Certain City-Owned Facilities
- C. 4. *** RESOLUTION NO. 5860**
Authorizing Execution of an Encroachment Easement to Jeff and Karla Winters for the Construction of an Outdoor Kitchen within a Utility Easement
- C. 5. *** RESOLUTION NO. 5861**
Authorizing Publication of the Proposed Final Statement/Action Plan for the Community Development Block Grant for Fiscal Year 2014; Authorizing Submission of the Block Grant Application; Authorizing Execution of Certain Assurances of Compliance in Connection with the Administration and Conduct of the Community Development Program for Fiscal Year 2014
- C. 6. *** RESOLUTION NO. 5862**
Renewing Guidelines and Criteria for the City of Sherman's Industrial Tax Abatement Program to Promote Development/Redevelopment in Certain Areas of the City

Other Business

- D. 1. *** OTHER BUSINESS**
Site Plan Approval for GlobiTech, Inc., Owners; Terry Kluesner, Representative; Chris Schmitt, Teague, Nall & Perkins, Engineers; and Pope Associates, Inc., Architects; under Ordinance No. 2252, Article IV, Section 410(2)(j) for a Chiller and Cooling Tower Addition, a Hydrogen Facility Addition and Paving Improvements for GlobiTech, Inc. in the Blalock Industrial Park District at 200 West FM 1417 (Heritage Parkway)

E. CITIZEN REQUESTS

F. MEDIA QUESTIONS

Consider Board/Commission Appointments

- G. 1. **APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS**
 (a) Civil Service Commission (2)

H. COUNCIL COMMENTS

Executive Session

I. 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

(a) Receive the City Attorney's Briefing on Pending or Contemplated Litigation

Section 551.072 Deliberate Regarding Real Property

(a) Deliberate Regarding the Purchase, Exchange, Lease or Value of Real Property

The Council reconvenes into General Session

J. 1. OPEN MEETING

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

K. 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 May 29, 2014 at 4:00 p.m., and said time of posting was 72 hours before said meeting was convened or called to order.

Dated this 29th day of May, 2014
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

Carolyn S. Wacker

Deputy Mayor

Robert G. Softly

Council Members

Ryan Johnson, Council-At-Large, PL #1

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

Lawrence Davis, Council – District #1

Robert G. Softly, Council – District #2

Tom Watt, Council – District #3

David Plyler, Council – District #4



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. A. 4.

Meeting Date: 06/02/2014

Prepared By: Linda Ashby, City Clerk

Approved By: George Olson, City Manager

Caption:

APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF MAY 19, 2014

Attachments

May 19, 2014

Texting While Driving Presentation

STATE OF TEXAS

§

May 19, 2014

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 May 19, 2014.

MEMBERS PRESENT:

MAYOR CARY WACKER; DEPUTY MAYOR ROBERT
SOFTLY.
COUNCIL MEMBERS DAVIS, JOHNSON, PLYLER, SOFEY,
WATT.

MEMBERS ABSENT:

NONE.

CALL TO ORDER

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

CALL TO ORDER

APPROVE MINUTES

The Council reviewed the Minutes of the Called City Council (Budget Planning) Meeting of April 18, 2014 and the Regular City Council Meeting of May 5, 2014. Deputy Mayor Softly moved to approve the Minutes as presented; Second by Council Member Sofey. All present voted AYE.
MOTION CARRIED.

APPROVE MINUTES

INTRODUCTION AND PUBLIC HEARING OF ORDINANCES

Mayor Wacker introduced Ordinance 5816 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 12, ORDINANCE NO. 2280, SO AS TO INCLUDE CERTAIN PROPERTIES WITHIN THE R-2 (MULTI-FAMILY RESIDENTIAL) DISTRICT AND C-1 (RETAIL BUSINESS) DISTRICT IN THE 5600-5800 BLOCKS OF NORTH FM 1417 (HERITAGE PARKWAY) (GRAYSON COUNTY AIRPORT PARTNERS, REX GLENNING, OWNERS; TEAGUE NALL & PERKINS, CHRIS SCHMITT, REPRESENTATIVE; AND HELVEY & ASSOCIATES, INC., SURVEYORS); PROVIDING FOR A REPEALER.

ORD 5816
ZONE CHANGE
(5600-5800 BLOCKS
OF NORTH FM 1417)

Chris Schmitt, Principal, Teague, Nall & Perkins, said the property consists of 76 acres, located at the southwest corner of FM 691 and FM 1417. The Planning and Zoning Commission has approved the request. He was available for any questions that Council Members might have.

No other citizens appeared before the City Council to discuss Ordinance 5816.

Mayor Wacker introduced Ordinance 5817 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF

ORD 5817
ZONE CHANGE
(927 & 929 W. BIRGE)

SHERMAN, TEXAS, AMENDING SECTION 12, ORDINANCE NO. 2280, SO AS TO INCLUDE CERTAIN PROPERTIES WITHIN THE C-O (OFFICE) DISTRICT AT 927 AND 929 WEST BIRGE STREET (TX CREI CORPORATION, OWNERS; AND ANDY BEEGHLY, REPRESENTATIVE); PROVIDING FOR A REPEALER.

No citizens appeared before the City Council to discuss Ordinance 5817.

The Public Hearing was closed.

ADOPTION OF ORDINANCES

Ordinance 5816

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 12, ORDINANCE NO. 2280, SO AS TO INCLUDE CERTAIN PROPERTIES WITHIN THE R-2 (MULTI-FAMILY RESIDENTIAL) DISTRICT AND C-1 (RETAIL BUSINESS) DISTRICT IN THE 5600-5800 BLOCKS OF NORTH FM 1417 (HERITAGE PARKWAY) (GRAYSON COUNTY AIRPORT PARTNERS, REX GLENDENNING, OWNERS; TEAGUE NALL & PERKINS, CHRIS SCHMITT, REPRESENTATIVE; AND HELVEY & ASSOCIATES, INC., SURVEYORS); PROVIDING FOR A REPEALER.

**ORD 5816
ZONE CHANGE
(5600-5800 BLOCKS
OF NORTH FM 1417)**

Ordinance 5817

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 12, ORDINANCE NO. 2280, SO AS TO INCLUDE CERTAIN PROPERTIES WITHIN THE C-O (OFFICE) DISTRICT AT 927 AND 929 WEST BIRGE STREET (TX CREI CORPORATION, OWNERS; AND ANDY BEEGHLY, REPRESENTATIVE); PROVIDING FOR A REPEALER.

**ORD 5817
ZONE CHANGE
(927 & 929 W. BIRGE)**

ACTION TAKEN.

Motion by Council Member Plyler to approve Ordinance Nos. 5816 and 5817, as presented. Second by Council Member Johnson.

VOTING AYE: Davis, Johnson, Plyler, Sofey, Softly, Watt.

VOTING NAY: None.

MOTION CARRIED.

CONSENT AGENDA

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

CONSENT AGENDA

RESOLUTIONS

RESOLUTION NO. 5856 – AUTHORIZING EXECUTION OF A DEVELOPER’S AGREEMENT WITH WEST CANYON CREEK ESTATES, LTD. FOR CONSTRUCTION OF PUBLIC FACILITIES IN THE WEST CANYON CREEK ESTATES, SECTION ONE, TO THE CITY OF SHERMAN

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A

**RES 5856
DEVELOPER’S
AGREEMENT WITH
WEST CANYON
CREEK ESTATES**

DEVELOPER'S AGREEMENT WITH WEST CANYON CREEK ESTATES, LTD. FOR CONSTRUCTION OF PUBLIC FACILITIES IN THE WEST CANYON CREEK ESTATES, SECTION ONE, TO THE CITY OF SHERMAN.
CONSENT AGENDA.

REQUEST TO ADVERTISE

STATE HIGHWAY 289 SEWERLINE "A"

The City Council approved the request to advertise for construction of the State Highway 289 Sewerline "A" project in far northwest Sherman. The current Capital Improvement Program contains a project to extend sewer to the intersection of State Highway 289 and U.S. Highway 82 in northwest Sherman.

The project will be funded in this year's CIP and through the Sherman Economic Development Corporation.
CONSENT AGENDA.

SOUTH SHERMAN RELIEF SEWER

The City Council approved a request to advertise for construction of the South Sherman Relief Sewer. The current CIP contains a project to replace a major trunk sewer in south Sherman immediately upstream from the Wastewater Treatment Plant.

The project will be funded in this year's CIP through bonds issued by the Greater Texoma Utility Authority on behalf of the City.
CONSENT AGENDA.

CHERRY PARK PUMP STATION REHABILITATION

The City Council approved a request to advertise for the Cherry Park Pump Station Rehabilitation project. The current CIP contains a project for the well rehabilitation, and pump and pipe replacement at the Cherry Park well site and pump station.

The project will be funded through the City's Utility Fund.
CONSENT AGENDA.

EASTSIDE OUTFALL RETURN SEWER

The City Council approved the request to advertise for bids for the construction of the Eastside Outfall Return Sewer in Southeast Sherman. The current CIP contains a project to replace an existing trunk sewer in Southeast Sherman.

The project will be funded in this year's CIP through bonds issued by GTUA on behalf of the City.
CONSENT AGENDA.

OTHER BUSINESS

RECEIVE POLICE CHIEF OTIS HENRY'S PRESENTATION ON TEXTING/DISTRACTED DRIVING

Otis Henry, Police Chief, explained that Council Member Watt had previously asked the staff to research the issue of

REQ TO ADVERTISE
SH 289
SEWERLINE "A"

SOUTH SHERMAN
RELIEF SEWER

CHERRY PARK
PUMP STATION
REHABILITATION

EASTSIDE OUTFALL
RETURN SEWER

TEXTING &
DISTRACTED
DRIVING

texting while driving. He introduced Patrol Commander, Lieutenant Stephen Dean, to present the research findings.

Lieutenant Dean said there are numerous studies on the issue of texting while driving, and he referenced three for his research. The National Highway Traffic Safety Administration Study of 2010 reported that driver distraction was the cause of 18% of all fatal crashes. Driver distraction encompasses many different things and is not just texting while driving.

The Texas A&M Transportation Institute Study of April 2013 concluded that driver response times while texting were significantly delayed, drivers were eleven times more likely to miss flashing lights, and were less able to safely maintain their position in the driving lane and their constant speed while texting.

The Virginia Tech Transportation Institute Study of 2009 said that drivers who text message while driving are 23 times more likely to be involved in a crash or near crash.

Lieutenant Dean said no studies suggest that texting while driving are a good idea. To date there are 41 states, excluding Texas, and at least 24 Texas municipalities, that have adopted bans on texting while driving. Most of the fine amounts range from \$200 to \$500.

In June 2011, House Bill 242, which addressed texting while driving, passed but was later vetoed by Governor Rick Perry. The issue came up again in 2013 under House Bill 63, which again passed the House and the Senate but has not been signed into law.

There are several laws in Texas that currently deal with texting and driving or distracted driving including drivers with learners permits are prohibited from using handheld cell phones in the first six months of driving, drivers under 18 are prohibited from using wireless communications devices, school bus operators are prohibited from using cell phones while driving if children are present, and all drivers are prohibited from using handheld devices in school crossing zones.

In Sherman, Ordinance 5618 prohibits the use of hand-held wireless communication devices in active school zones. Lieutenant Dean explained the exceptions to this ordinance.

In 2012, a Texas A&M University Study found that cell phone bans alone do not appear to have a dramatic impact on accidents and casualties, but texting while driving bans at least raise public awareness and may cause improved public safety.

To date, at least 28 Texas cities have passed ordinances prohibiting texting while driving. Denton and Farmers

Branch are the latest two cities to prohibit texting while driving.

Lieutenant Dean said, if the Council chooses to adopt an ordinance, the Police Department does have some recommendations for their consideration. They ask that the ordinance be kept consistent with the proposed state law, which limits the ban to texting or emailing while driving and imposes a fine of up to \$200.

The recommended exceptions are when making a telephone call only, obtaining emergency assistance, operating a GPS or navigation system, using a voice activated or hands-free device, use while the vehicle is stopped, or emergency service personnel in the course of their duty.

Council Member Watt said the research from the Virginia Tech Transportation Institute that concluded that drivers who text message while driving are 23 times more likely to be involved in a crash or near crash, was astounding. He would like the Council to move toward creating an ordinance that addresses the issues as proposed by Lieutenant Dean.

Council Member Plyler asked how an officer would know whether a person was texting or looking at the GPS for directions. Lieutenant Dean said El Paso and Amarillo have extended their ban to include all cell phone use, citing those enforcement issues. He added it would be difficult to determine whether or not they were texting.

Council Member Watt said in the event of a fatality crash, that would be a part of the investigation and the records would be subpoenaed.

Council Member Davis asked what probable cause an officer would have to stop someone for texting if they just saw them driving down the street. Lieutenant Dean said the officer would notice their driving behavior and many times if asked, the driver admits they were texting.

Council Member Davis said if an officer suspects someone was texting, how would they prove it. Lieutenant Dean said it would be on a case-by-case basis and many times through communication with the driver. In the case of an accident, the records can be subpoenaed.

Council Member Plyler asked if a person was seen weaving while texting, and is stopped, wouldn't that be covered under the current distracted driving ordinance. Lieutenant Dean said it would depend on the circumstances but it could be covered under other violations such as failing to maintain a single lane, reckless driving, or several others.

Mayor Wacker said this was good information and the Council would take it under consideration to determine what

they want to do. The main message is for citizens to have safe driving habits with no distracted driving of any kind.

Council Member Davis asked what the Texas A&M University Study of 2012 meant when it said “cell phone bans (alone) do not appear to have a dramatic impact on accidents and casualties”. Lieutenant Dean explained that this was a statewide study done on the 41 states that regulate texting while driving and was specifically for texting. Council Member Davis asked about an educational campaign to increase awareness about the problem.

Council Member Watt said he asked for this report because of a lack of action at the State level. All cell carriers and the Texas Department of Transportation both have major campaigns to encourage people not to text and drive. He added that most people are law-abiding and would not text and drive if there was a law prohibiting it.

Council Member Davis was concerned about citizens being caught up in the criminal justice end of it and not being guilty of texting, but using the phone or GIS. Council Member Sofey asked if the Council was considering this to generate fines or for public safety. He said it's dangerous, and the City is aiming for the safety of citizens, not to generate fines.

Mayor Wacker said having more information is good and the Council can now consider what needs to be done. She also wanted to heighten awareness in the community and encourage citizens to be responsible drivers.

Council Member Watt clarified what looking into what they need to do means. Mayor Wacker said there are some unanswered questions on standardization of the ordinance and the Council needs to look at language that should be used if they move forward.

FINAL PLAT APPROVAL OF PEBBLEBROOK SOUTH, PHASE II, BEING 8.663 ACRES IN THE ELIZABETH JONES SURVEY, ABSTRACT NO. 625; WALT DeRONDE, OWNER; GREG EDWARDS ENGINEERING SERVICES, ENGINEER; AND COX LAND SURVEYING COMPANY, SURVEYORS (2200-2300 BLOCKS OF PEGGEY'S COVE, 2200-2300 BLOCKS OF SOUTHRIDGE LANE, AND 3400-3500 BLOCKS OF DARTMOUTH LANE)

APPROVE FINAL PLAT
PEBBLEBROOK
SOUTH, PHASE II

The City Council approved the Final Plat of Pebblebrook South, Phase II, which is 8.663 acres located in the 2200 to 2300 blocks of Peggey's Cove, the 2200 to 2300 blocks of Southridge Lane, and the 3400 to 3500 blocks of Dartmouth Lane.

Pebblebrook is a subdivision off of FM 1417 South, which is also Heritage Parkway. The owner would like to plat the property into 46 lots for residential development. The

COUNCIL MINUTES – MAY 19, 2014

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

CITIZENS REQUESTS

There were no citizen's requests.

MEDIA QUESTIONS

TEXTING AND DRIVING

Nate Strauch, Herald Democrat Reporter, asked if the staff would be bringing back an ordinance for texting and driving.

Mayor Wacker said the Council has not directed the staff to do so yet. She said there were some unanswered questions about language and how the ordinance would work in terms of enforcement that need to be resolved first.

Mr. Strauch reiterated that the Texas A&M Study from 2012 said there was no causality between the number of accidents and the number of fatalities and whether or not they had a texting ban in place.

COUNCIL COMMENTS

INTERURBAN FILM FESTIVAL

Council Member Plyler thanked everyone that helped organize the Interurban Film Festival. It was a good thing for the City and he said unique activities will always be welcome.

ORDINANCE NOS. 5816 AND 5817

Council Member Sofey said Ordinance 5817 concerned a piece of property that had set vacant for a long time and he was glad that a good use was found for it. He also felt Ordinance 5816 was "looking to be progressive" in the northwest area of Sherman.

DEATH OF EUGENE "STRETCH" LUND

Council Member Sofey said Eugene "Stretch" Lund was a fixture around Sherman for many years and he acknowledged his recent death.

DEATH OF EUGENE "STRETCH" LUND

Council Member Watt also recognized Mr. Lund saying he didn't always agree with him, but he represented Sherman well and always had the community's best interest at heart. He asked for prayers for the Lund family as they move forward.

DEATH OF EUGENE "STRETCH" LUND

Mayor Wacker agreed saying Mr. Lund was a great community servant and he will be missed. His contributions were appreciated.

ANNOUNCEMENTS

Mayor Wacker announced the following:

- The Splash is set to open on Saturday, May 24, 2014,

CITIZENS REQUESTS

TEXTING AND DRIVING

INTERURBAN FILM FESTIVAL

ORDINANCE NOS. 5816 AND 5817

EUGENE "STRETCH" LUND

EUGENE "STRETCH" LUND

EUGENE "STRETCH" LUND

ANNOUNCEMENTS

COUNCIL MINUTES – MAY 19, 2014

Memorial Day Weekend. A schedule and information about season passes is available on the City's website.

- **The Household Hazardous Waste and Electronic Disposal Day** has been set for May 24, 2014 from 9:00 a.m. until 11:00 a.m. at City Hall. It's a drive thru event but citizens must present their current water bill as proof of residency.
- **Downtown Sherman Preservation & Revitalization**, in partnership with the City, is bringing Shakespeare in the Grove to Pecan Grove Park West on May 30, May 31, June 1, June 6, June 7, and June 8, 2014 at 7:30 p.m. Families can bring a picnic and enjoy Shakespeare under the stars.
- **The Sherman Chamber of Commerce** is holding Hot Summer Nights, which kicks-off on June 5, 2014, on the Municipal Grounds, with the Casey Daniels Band.

MEMORIAL DAY WEEKEND

Mayor Wacker wished everyone a safe holiday weekend and urged them to be safe in the week to come.

ADJOURNMENT

On Motion duly made and carried, the meeting adjourned at 5:25 p.m.

**MEMORIAL DAY
WEEKEND**

ADJOURNMENT

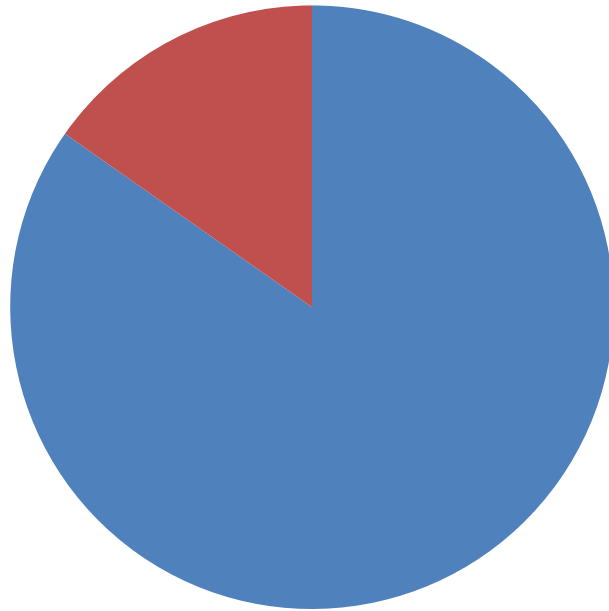
MAYOR

CITY CLERK

Sherman

What does the research show?

The National Highway Traffic Safety Administration reported that in 2010 “driver distraction” was the cause of 18% of all fatal crashes.



What does the research show?

An April 2013 study completed by The Texas A&M Transportation Institute reached the following conclusions:

- Driver response times (while texting) were significantly delayed.
- Drivers who faced a flashing light when texting were eleven times more likely to miss the flashing light.
- Drivers were less able to safely maintain their position in the driving lane and/or maintain a constant speed when they were texting while driving.

What does the research show?

- In 2009 a study by the Virginia Tech Transportation Institute concluded that drivers who text message while driving are 23 times more likely to be involved in a crash or near crash.



State Regulations for Texting While Driving

Legend:

- Bans texting by all drivers
- Bans cell phone use by bus drivers
- Bans texting by bus drivers, novice drivers, and all drivers in school zones
- No ban
- Bans texting by all drivers, but "secondary laws" only allow an officer to ticket a driver if they are pulled over for another violation
- Bans texting by novice drivers
- Bans texting by novice & Bus drivers

SafetySmart COMPLIANCE OSHA
The Leading Guide for OSHA Compliance and Management

Bans texting by novice & Bus drivers

Current Texas Law

- Drivers with learners permits are prohibited from using handheld cell phones in the first six months of driving.
- Drivers under the age of 18 are prohibited from using wireless communications devices.
- School bus operators are prohibited from using cell phones while driving if children are present.
- In school crossing zones, all drivers are prohibited from using handheld devices.

Sherman

- City Ordinance 5618 - Use of Hand-Held Wireless Communication Devices Prohibited in Active School Zones.
 - Adopted (8/17/09)

Exceptions

- Obtain Emergency Assistance
- Emergency Service Personnel in the Course of Duty
- Used in a hands-free manner

Texas A&M University 2012

- Cell phone bans (alone) do not appear to have a dramatic impact on accidents and casualties.
- Texting while driving bans at least raise public awareness.
 - May cause a certain level of improved public safety.

Texas municipalities with ordinances prohibiting texting while driving

Alamo	McAllen
Amarillo	Mission
Arlington	Missouri City
Austin	Mt. Vernon
Bellaire	Nacogdoches
Brownsville	Palmview
Canyon	Penitas
Conroe	Pecos
El Paso	San Antonio
Galveston	Shoreacres
Grand Prairie	Stephenville
Harlingen	Tomball
Houston	Universal City
Magnolia	West University Place



**NO TEXTING
WHILE
DRIVING**

ORDINANCE 10-464

Recommendations

- Consistent with Proposed State Law
- Limit the Ban to Texting or Emailing While Driving.
- \$200 Fine

Recommended Exceptions

- Making a Telephone Call
- Obtain Emergency Assistance
- Operating Global Positioning or Navigation System
- Voice Activated or Hands-Free
- Vehicle is Stopped
- Emergency Service Personnel in the Course of Duty

**When driving,
put your phone away.**







SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. B. 1.

Meeting Date: 06/02/2014

Prepared By: Don Keene, Director of Public Works

Approved By: George Olson, City Manager

Caption:

PUBLIC HEARING

Final Statement/Action Plan for Program Year 2014 Community Development Block Grant

Issue:

Approval of the Fiscal Year (FY) 2014 Community Development Block Grant Final Statement/Action Plan

Background:

Each year, the City of Sherman receives an entitlement grant (Community Development Block Grant) from the U.S. Department of Housing and Urban Development (HUD). We are required to prepare and submit an annual Action Plan, which is a description of the activities that will be undertaken during the coming year to address the needs of our low to moderate income citizens. This Action Plan is based on a five (5) year Consolidated Plan & Strategy developed by City staff and approved by the Sherman City Council. It serves as the City's long term planning tool to address the identified needs of affordable housing, public housing, homelessness, and other non-housing community development needs and activities within the City of Sherman.

Over the past five (5) years, the City of Sherman's history of allocations for the Community Development Block Grant is as follows:

- FY 2009 - \$324,495
- FY 2010 - \$351,141
- FY 2011 - \$293,001
- FY 2012 - \$289,254
- FY 2013 - \$311,726

Origination:

Theresa Caudle, Neighborhood Services

Financial Consideration:

The City of Sherman has been allocated \$301,322 in Community Development Block Grant funds from HUD to address our various community development needs for low to moderate income citizens during FY 2014.

Staff Recommendation:

The staff recommends the Sherman City Council approve the FY 2014 Community Development Block Grant Final Statement/Action Plan as submitted.

Alternatives:

The Sherman City Council may change or re-appropriate these funds/allocations as they see fit.

Attachments

Memo from Theresa Caudle, Community Development Coordinator

FY 2014 CDBG Final Statement/Action Plan



memorandum

DATE: Wednesday, May 21, 2014
TO: George Olson, City Manager
FROM: Theresa Caudle, CD Coordinator 
SUBJECT: PY 2014 Final Statement/Action Plan

The City of Sherman's Proposed Final Statement/Action Plan of Community Development Objectives with projected use of the funds for Program Year 2014 was published in the Herald Democrat on April 13, 2014. . The required 30-day public comment period has concluded and there were no public comments received on the Proposed Statement of Objectives.

Therefore, we are now ready to proceed with submitting this to the City Council in the form of a Resolution establishing the City of Sherman's PY 2014 Final Statement/Action Plan.

I am requesting that you set this item for public hearing and present the Resolution for consideration and approval by our City Council at the next regular scheduled meeting of June 2, 2014.

During the interim, should you have any questions or desire additional information or clarification, please let me know.

**CITY OF SHERMAN, TEXAS
FINAL STATEMENT/ACTION PLAN OF
COMMUNITY DEVELOPMENT OBJECTIVES
AND PROJECTED USE OF FUNDS FOR PROGRAM YEAR 2014**

GRANT NO: B-2014-MC-48-0027

The City of Sherman has received notice from the U.S. Department of Housing and Urban Development (HUD) that its entitlement grant for the Community Development Program (CDBG) for fiscal year 2014 is \$301,322.00. These funds will be received on October 1, 2014. Activities that directly benefit low and moderate-income persons will be available citywide. Other activities which have an area benefit will only be available in areas of the city which are populated by a majority of low and moderate-income persons. The City has met citizen participation requirements.

The City of Sherman's Consolidated Plan is a document which is required by the U.S. Department of Housing and Urban Development, and includes the following subjects: (1) Housing and Homeless Needs Assessment - A description of the jurisdiction's estimated housing needs for the ensuing five-year period; (2) Housing Market Analysis - A description of the significant characteristics of the jurisdiction's housing market, including supply, demand, condition and cost of housing and the housing stock and services available {i.e., public and assisted housing, homeless, elderly, frail elderly, persons with disabilities (mental/physical/developmental), persons with alcohol and other drug addictions, and persons with HIV/AIDS and related diseases; (3) Strategic Plan - A description of the five-year strategy and plan to address affordable housing, homelessness, other special needs and non-housing community development plan; and, (4) Action Plan - A description of the jurisdiction's one-year plan of activities to be undertaken during the coming year.

The overall goal of this community development planning and development program is to develop viable urban communities by providing decent housing, a suitable living environment and expanded economic opportunities principally for low and moderate-income persons of the City of Sherman. Therefore, based on these objectives, the following use of funds is being proposed:

**COMMUNITY DEVELOPMENT PROGRAM ACTION PLAN
PROGRAM YEAR 2014**

OWNER-OCCUPIED HOUSING REHABILITATION:.....\$193,032

A program of specific housing repairs will be provided to low and moderate income homeowners who reside within the city limits of Sherman, to bring their properties to code requirements. Expenditures will be limited to \$5,000 per housing unit under this activity. This activity will cause no displacement of low and moderate income persons.

FIRST-TIME HOMEOWNERSHIP PROGRAM:..... \$5,000

A program, in cooperation with local lending institutions, to provide technical, educational and financial assistance to low and moderate income first-time homebuyers through a variety of services, including basic closing-cost assistance, at a maximum of \$2,000.

DEMOLITION/CLEARANCE PROGRAM:\$.....\$5,000

A program to demolish vacant, substandard structures and clear property lots which pose a risk to health/safety of low-moderate income target neighborhoods.

PROGRAM ADMINISTRATION:.....\$60,260

The City proposes to use the Administration funds for personnel and support for all phases of the application process, environmental reviews, fair labor standard compliance, contract management, fair housing Grantee Performance Report, preparation of annual Action Plan and Performance Report associated with the City of Sherman Five-Year Consolidated Plan and Strategy.

PUBLIC SERVICE ACTIVITIES:

Sherman Housing Authority:\$10,000

A program to address the problems of drug abuse and associated crime in public housing. Activities include increasing law enforcement services to stop the sell of illegal drugs in and around assisted housing, apprehend sellers of such drugs and an overall reduction of crime in the assisted housing area.

Texoma Area Paratransit System, Inc:\$17,500

A program that will provide transportation assistance to low and moderate income individuals who reside within the city limits of Sherman including transportation to and from work, to and from school, and to doctor and grocery trips for the elderly.

Grayson County Crisis Center:	\$3,000
A program of activities that will provide emergency assistance to homeless women and children of domestic violence, who at one time, resided within the city limits of Sherman.	
Grayson County Shelter, Inc.:	\$3,000
A program of activities that will provide emergency assistance to homeless individuals and families, who at one time, resided within the city limits of Sherman.	
Child & Family Guidance Center of Texoma:	\$2,000
A program to provide counseling services for family dysfunction, alcohol and substance abuse, domestic violence and sexual abuse for the low and moderate income Sherman residents.	
Boys & Girls Club of Sherman, Inc.:	\$1,530
A program to provide scholarships for the low and moderate income Sherman youth. Scholarship funding will provide the opportunity for low/moderate income youth to participate in organized sports activities that would not otherwise be able to participate.	
MasterKey Ministries of Grayson County, Inc.:	\$1,000
A Program to provide scholarships for an academic summer camp to improve academic skills for Sherman youth from low-moderate income families.	
TOTAL PROGRAM ALLOCATION:	\$301,322

The City of Sherman seeks, through the following program objectives, to improve housing conditions, neighborhood appearance, employment opportunities, and the overall quality of life for low and moderate-income citizens. No activities will be undertaken which cause involuntary displacement of persons.

CITY OF SHERMAN COMMUNITY DEVELOPMENT OBJECTIVES

Encourage citizen participation and input to obtain maximum public involvement in program activities.

Promote the rehabilitation and repair of deteriorating housing through the City's rehabilitation program.

Promote homeownership opportunities for low-moderate income persons through the City's First-time Homeownership closing cost assistance program.

Eliminate slum and blight through the removal of structures that create unsafe, unsanitary and hazardous situations for the public.

Promote drug elimination programs for low and moderate income assisted housing families/households.

Provide support for transportation assistance to low and moderate income persons.

Provide support for provision of emergency shelter/assistance to the homeless.

Assist in providing counseling services to youth and adults from low and moderate income families.

Assist in providing youth activities for children from low and moderate income families.

The Action Plan of Community Development Objectives and Projected Use of Funds for Program Year 2014 are available in the Community Development Office of the City of Sherman. Any citizen or agency interested in commenting on this Final Statement of Objectives is invited to submit written comments c/o Theresa Caudle, CD Coordinator, City of Sherman, P. O. Box 1106 Sherman, TX 75091-1106. Written comments must be received prior to 5:00 p.m. on Monday, July 7, 2014. A summary of comments received will be made a part of the summary of citizen participation of this Plan.



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. B. 2.

Meeting Date: 06/02/2014

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved by: George Olson, 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

List of Agenda Items:

- C.3. * RESOLUTION NO. 5859**
Authorizing Execution of a Contract with AMX Premium Cleaning Services, LP, based on a Request for Proposals for Janitorial Services in Certain City-Owned Facilities
- C.4. * RESOLUTION NO. 5860**
Authorizing Execution of an Encroachment Easement to Jeff and Karla Winters for the Construction of an Outdoor Kitchen within a Utility Easement
- C.5. * RESOLUTION NO. 5861**
Authorizing Publication of the Proposed Final Statement/Action Plan for the Community Development Block Grant for Fiscal Year 2014; Authorizing Submission of the Block Grant Application; Authorizing Execution of Certain Assurances of Compliance in Connection with the Administration and Conduct of the Community Development Program for Fiscal Year 2014
- C.6. * RESOLUTION NO. 5862**
Renewing Guidelines and Criteria for the City of Sherman's Industrial Tax Abatement Program to Promote Development/Redevelopment in Certain Areas of the City
- D.1. * OTHER BUSINESS**
Site Plan Approval for GlobiTech, Inc., Owners; Terry Kluesner, Representative; Chris Schmitt, Teague, Nall & Perkins, Engineers; and Pope Associates, Inc., Architects; under Ordinance No. 2252, Article IV, Section 410(2)(j) for a Chiller and Cooling Tower Addition, a Hydrogen Facility Addition and Paving Improvements for GlobiTech, Inc. in the Blalock Industrial Park District at 200 West FM 1417 (Heritage Parkway)
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SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. C. 1.

Meeting Date: 06/02/2014

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

Approved By: George Olson, City Manager

Caption:

RESOLUTION NO. 5857

Authorizing the Execution of a Professional Services Agreement with Nathan D. Maier Consulting Engineers, Inc. for the Design of the Fallon Drive Bridge and Hunt Street Erosion Repair Projects

Issue:

A contract for professional services with Nathan D. Maier Consulting Engineers, Inc. to design the Fallon Drive Bridge and Hunt Street Erosion Repair Projects

Background:

The Fallon Drive Bridge was identified in the 2012 Bridge Inventory, Inspection and Appraisal Program conducted by the Texas Department of Transportation as needing repair of an extensive amount of erosion occurring around the support columns. Similarly, several residents along Hunt Street contacted City Staff concerning the need for a guardrail along the bend in Hunt Street just west of North Binkley Street. Upon inspection, it was evident that the street was failing due to erosion along the southeast side of the roadway. The improvements will be designed to repair the damage caused by the erosion and help prevent future erosion.

Origination:

City Engineer

Financial Consideration:

The fee for engineering services will be \$149,690.00, with funding available in the Capital Improvement Program Fund.

Staff Recommendation:

It is recommended that the contract for professional engineering services with Nathan D. Maier Consulting Engineers, Inc. to design the Fallon Drive Bridge and Hunt Street Erosion Repair Projects be approved.

Alternatives:

Those as may be directed by the City Council

Attachments

Resolution No. 5857

Contract

Pictures

RESOLUTION NO. 5857

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH NATHAN D. MAIER CONSULTING ENGINEERS, INC. FOR THE DESIGN OF THE FALLON DRIVE BRIDGE AND HUNT STREET EROSION REPAIR PROJECTS; 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 Professional Services Agreement with Nathan D. Maier Consulting Engineers, Inc. for the design of the Fallon Drive bridge and Hunt Street erosion repair projects, 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 _____, 2014.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
CAROLYN WACKER, MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

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

AGREEMENT FOR PROFESSIONAL SERVICES

THIS Agreement for Professional Services ("Agreement") is entered into _____ by and between the CITY OF SHERMAN, TEXAS, hereinafter referred to as the "City", and Nathan D. Maier Consulting Engineers, Inc., a Texas corporation, hereinafter referred to as "Company".

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

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

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

ARTICLE I

GENERAL

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

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

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

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

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

Company will use its professional skill, judgment and abilities in the performance of its work and Services hereunder, and all work and Services performed under this Agreement shall

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

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

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

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

ARTICLE II

SERVICES

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

PREPARATION OF ALL PLANS, SPECIFICATIONS, DRAWINGS, DESIGNS, DOCUMENTS, REPORTS, RECORDS, OTHER WORK PRODUCT, AND ESTIMATES NECESSARY FOR THE FALLON DRIVE BRIDGE AND HUNT STREET EROSION REPAIR PROJECTS DESCRIBED IN THE SCOPE OF SERVICES ATTACHED HERETO AS EXHIBIT "A".

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

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

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

E. Notwithstanding City's review, approval, or acceptance of, or payment for, any plans, drawings, specifications, or any other work product or Services of Company, Company represents that (i) such plans, drawings, specifications, and other work product or Services (and including, without limitation, as the same may be amended or supplemented by Company), (i) shall be sufficient and adequate for the project and fit for the purposes for which they are

intended, and (ii) shall, to the best of Company's knowledge, information and belief as a civil engineer performing the practice of civil engineering in accordance with the standards, duties, and obligations set forth herein, be free from material error, and shall be satisfactory to City. In accordance with the standard of care set forth herein, Company agrees that if it shall recommend unsuitable materials in connection with the project for which the Services are being provided by the Company or this Agreement or if the design of the project should be defective in any way, Company will assume sole responsibility for any damages, loss, claims, or expenses to the extent caused by Company's recommendation of unsuitable materials or defective design.

ARTICLE III

PAYMENT

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

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

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

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

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

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

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

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

D. City may deduct from any amounts due or to become due to Company any sum or sums owing by Company to City. In the event of any breach by Company of any provision or

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

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

ARTICLE IV

TIME FOR PERFORMANCE

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

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

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

ARTICLE V

DOCUMENTS

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

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

C. Company agrees to and does hereby grant and assign to City all intellectual property rights (whether copyright or otherwise) in and to all such instruments of service in which Company may have a copyright or other intellectual property interest, and to all designs as to which Company may assert any rights or establish any claim under patent, copyright, or other intellectual property laws. Company, after completion of the Services and final payment, agrees to furnish the originals of all such instruments of service to the City (or, if this Agreement is terminated or the project for which the Services are being provided is abandoned prior to such completion, Company shall provide the originals of all such instruments of service (whether finished or unfinished) to the City upon such termination or abandonment and the payment of any amounts then due the Company pursuant to this Agreement).

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

ARTICLE VI

TERMINATION

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

models, reports, photographs or other items, or any other instruments of service, in whatever form or format, prepared by, for, or on behalf of Company in connection with this Agreement, to City.

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

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

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

C. Should the City require a modification of this Agreement, and in the event City and Company fail to agree upon such modification, either City or Company shall have the option in their respective sole discretion of terminating this Agreement. In the event of such

termination, payment to Company shall be made by the City in accordance with the terms of this Agreement, for the Services mutually agreed upon by the City and the Company to be properly performed by the Company prior to such termination date. Such payment will be due upon delivery of all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items, or any other instruments of service, in whatever form or format, prepared by, for, or on behalf of Company in connection with this Agreement, to City.

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

ARTICLE VII

INSURANCE

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

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

2. Company shall provide and maintain in full force and effect during the time of this Agreement, commercial automobile liability insurance (including, but not limited to, insurance covering the operation of owned, non-owned, and hired automobiles, trucks and other

vehicles) protecting Company and City as an additional Insured at minimum combined single limits of \$1,000,000 per occurrence for bodily injury and property damage.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VIII

COMPANY'S INDEMNIFICATION OBLIGATION

Company covenants and agrees to **FULLY INDEMNIFY AND HOLD HARMLESS** the City of Sherman, Texas and the elected officials, the officers, employees, representatives, and volunteers of the City of Sherman, Texas, individually or collectively, in both their official and private capacities (the City of Sherman, Texas, and the elected officials, the officers, employees, representatives, and volunteers of the City of Sherman, Texas each being a "Sherman Person" and collectively the "Sherman Persons"), from and against any and all costs, claims, liens, harm, damages, losses, expenses, fees, fines, penalties, proceedings, judgments, actions, demands, causes of action, liability and suits, of any kind and nature whatsoever, made upon or incurred by any Sherman Person, whether directly or indirectly, (collectively, the "Claims"), that arise out of, result from, or relate to an act of negligence, intentional tort, intellectual property infringement, or failure to pay a

subcontractor or supplier committed by the Company or the Company's agent, consultant under contract, or another entity over which the Company exercises control (such agent, consultant under contract, or another entity being "Company Persons"). SUCH INDEMNITY AND HOLD HARMLESS OBLIGATION SHALL AND DOES INCLUDE CLAIMS FOUND TO HAVE BEEN CAUSED IN PART BY THE NEGLIGENCE OF A SHERMAN PERSON. However when Claims arise out of the co-negligence of a Sherman Person and the Company or any Company Persons, Company's liability under this clause shall be reduced by that portion of the total amount of the Claims equal to the Sherman Person or Persons' proportionate share of the negligence that caused the loss attributable to such negligence. Likewise, Company's liability for Sherman Person's defense costs and attorneys' fees shall be reduced by that portion of the defense costs and attorneys' fees equal to Sherman Person or Persons' proportionate share of the negligence that caused the loss attributable to such negligence.

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

ARTICLE IX

COMPANY INDEMNIFICATION FOR EMPLOYEES

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

ARTICLE X

ASSIGNMENT

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

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

ARTICLE XI

APPLICABLE LAWS; GOVERNING LAW; VENUE

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

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

ARTICLE XII

ADJUSTMENTS IN SERVICES

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

ARTICLE XIII

EXECUTION BECOMES EFFECTIVE

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

ARTICLE XIV

AGREEMENT AMENDMENTS

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

ARTICLE XV

GENDER AND NUMBER; HEADINGS

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

ARTICLE XVI

NOTICES AND AUTHORITY

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

B. The City agrees to send all notices required under this Agreement to the Company at 8080 Park Lane, Suite 600, Dallas, TX 75231.

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

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

ARTICLE XVII

MISCELLANEOUS

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, parties have caused this Agreement to be executed in duplicate this ____ day of _____ 2014, with an original to each party.

COMPANY: NATHAN D. MAIER CONSULTING ENGINEERS, INC.

BY: 

NAME: Jean M. Dean

8080 Park Lane, Ste 600
Dallas, TX 75231

TITLE: President

ATTEST: BY: 

NAME: William L. Wallace

TITLE: Exec. Vice President

CITY: CITY OF SHERMAN

BY: _____

NAME: George Olson

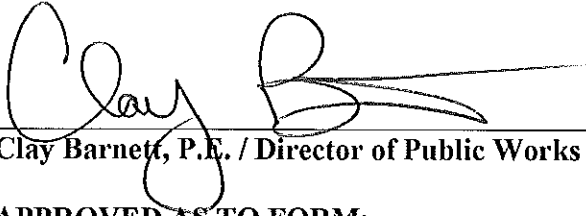
TITLE: City Manager

ATTEST: BY: _____

NAME: Linda Ashby

TITLE: City Clerk

APPROVAL RECOMMENDED:

A handwritten signature in black ink, appearing to read "Clay Barnett", is written over a horizontal line.

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

APPROVED AS TO FORM:

Brandon S. Shelby, City Attorney

Exhibit "A"

April 30, 2014

Mr. Clay Barnett, P.E.
Director of Public Works and Engineering
220 W. Mulberry Street
P. O. Box 1106
Sherman, Texas 75091

RE: Fallon Road Bridge and Hunt Street Erosion Protection

Dear Mr. Barnett:

Pursuant to your request, Nathan D. Maier Consulting Engineers, Inc. (NDM) is pleased to submit this proposal to the City of Sherman to provide services for performing design and preparing construction plans and documents to provide erosion control improvements at the Fallon Road Bridge and Hunt Street locations.

The proposed scope of services is described below.

SCOPE OF SERVICES

The proposed scope of services includes the design and plan preparation for two project areas. These projects include:

1. Area 1 - Providing channel improvements along Ellsworth Branch for an area adjacent to and through the Fallon Road Bridge. The erosion control improvements will extend downstream and upstream of the existing bridge structure for tie-in and transition back to existing conditions at the right-of-way limits.
2. Area 2 - Providing stabilization/culvert improvements for a Tributary of Post Oak Creek adjacent to Hunt Street for a distance of up to approximately 300 linear feet.

The Scope of Services at this project area is defined by the following tasks.

Task 1 - Coordination and Meetings

NDM will provide overall coordination for the project. This will include coordination with the City of Sherman staff during the project. All meetings will be conducted via teleconference.

Task 2 – Data Collection and Field Reconnaissance

NDM will collect and review information necessary to complete the design for the erosion control improvements and protection at the two project areas. The City shall provide available topographic data (in digital format), bridge and culvert record drawings, latest available BRINSAP report, water line plans, other utility information within the identified project areas, right-of-way information, and available hydraulic model for Post Oak Creek. NDM shall secure the available FEMA model for Ellsworth Branch. A field reconnaissance will be performed for the project sites to identify current conditions and evaluate potential improvement considerations. This will include a cursory review of the bridge condition to identify any visual indications of distress to the existing bridge structure as a result of the scour at the bridge piers.

Task 3 – Field Survey and Geotechnical

NDM will perform detailed field survey within the project areas. The survey shall include information required to prepare a topographic map with 1' vertical contours at a scale of 1"=20'. The survey shall include the following at the project areas.

Area 1

1. Detailed survey that will include the following:
 - a. Channel area to top of bank for a distance of approximately 100 feet upstream and downstream of the bridge structure.
 - b. Bridge deck elevations and location of bridge drains.
 - c. Bridge features required to complete the project design.
2. The survey in this area will not include the identification or location of trees.
3. Locate and establish current right-of-way limits.

Geotechnical services shall be provided for this project area. This shall include 4 borings within the project area.

Area 2

1. Detailed survey that will include the following:
 - a. Channel area from the top of bank along Hunt Street, to a distance of approximately 50' from the opposite side of the channel low bank. The survey is limited to a distance of

- approximately 300 feet from the storm sewer outfall at Hunt Street. The survey includes a length anticipated for either a retaining wall project or a culvert extension project.
- b. Survey of Hunt Street from the back of curb to back of curb, adjacent to the project area.
 - c. Elevations at the outfall culvert
2. Locate and identify all trees 6-inches and larger in caliper within the proposed improvement area.
 3. Locate and establish current right-of-way and easement limits and adjacent property boundaries as required for either a retaining wall solution or culvert extension project.

Geotechnical services shall be provided for this project area. This shall include 2 borings within the project area, adjacent to Hunt Street.

A combined geotechnical report will be prepared for the two areas. The report will identify the parameters required for the design of the improvements.

Task 4 – Hydrologic Analysis

NDM will review the hydrologic model previously developed for Ellsworth Branch and summarize flood discharges for 10- and 100-year flood events from the available model. The services do not include the development of additional hydrologic data.

NDM will review the hydrologic calculations previously developed for the design of the culvert under Hunt Street. These hydrologic calculations will be updated, using the Rational Method, as necessary for the project design.

Task 5 – Hydraulic Analysis

Area 1 - Based on the field survey information, NDM shall revise the existing hydraulic model for Ellsworth Branch. The hydraulic analyses shall be performed for the flood discharges summarized in Task 4. The hydraulic model will be reviewed through the project area and revised based on available data. The use of the field survey data will more accurately reflect the hydraulic conditions within the project areas. The results from the HEC-RAS model will provide the following information:

1. Revised flood elevations within the channel and surrounding areas.
2. Channel velocities distributions, as required for design purposes.
3. Information on the tractive forces during flood events.

Area 2 – The hydraulic analysis for Area 2 will vary depending on the alternative selected in the Concept Design phase (Task 6). Based on the field survey information and resulting flood discharges, NDM shall perform a cursory analysis of the hydraulic conditions within the downstream reach. Detailed hydraulic analysis will be performed after an improvement option has been selected.

The detailed hydraulic analysis for an improvement option requiring a retaining wall or other similar stabilization measure along Hunt Street shall include the development of a HEC-RAS model for the tributary to Post Oak Creek. NDM will use the existing model for Post Oak Creek to establish starting water surface elevations for the project area. The hydraulic analysis shall be performed for the flood discharges established in Task 4. The results from the HEC-RAS model will provide the following information:

1. Flood elevations within the channel and surrounding areas.
2. Channel velocities distributions, as required for design purposes.
3. Information on the tractive forces during flood events.

The detailed hydraulic analysis for an improvement option requiring the extension of the existing culvert from the existing Hunt Street discharge location shall be performed using spreadsheets to analyze the hydraulic gradeline for the system. NDM will use the existing model for Post Oak Creek to establish starting water surface elevations for the culvert design. The hydraulic analyses shall be performed for the flood discharges established in Task 4.

Task 6 – Concept Design Analysis and Concept Plan

NDM will perform conceptual design analyses for the erosion control improvements within the project areas. The purpose of the project shall be to protect the project areas from the erosive forces and stabilize the existing banks. The design analysis shall include the following:

Area 1:

1. Evaluate existing bridge deck drainage and determine if it is a contributing factor to the bank erosion. Recommend improvements to address existing bridge deck drainage issues.
2. Review updated hydraulic analyses related to erosive conditions. Perform concept modeling to establish alternative options.
3. Perform concept analysis of options to include:
 - a. Bridge deck drainage modifications.
 - b. Slope stability improvements to include possible retaining walls or slope armoring.
 - c. Consider stabilization of stream bank sides separately.
 - d. Impact of adjacent utilities.
 - e. Evaluate the structural integrity of the exposed bridge piers.

4. Identify permitting requirements.

Area 2:

1. Review hydraulic information for project area.
2. Perform concept analysis for stabilization by use of retaining walls.
3. Perform concept analysis for extension of the existing culvert outfall, with appropriate extension size.
4. Identify easement and permitting issues.

Based on the concept analysis, NDM shall develop a concept plan layout for the recommended improvements. Based on the proposed concept plan, NDM shall identify the approximate areas that may be required for permanent easements, maintenance and access easements, and temporary construction issues.

NDM shall document the results of the design analysis in a letter to the City of Sherman. This documentation shall address the possible permitting requirements for the project areas and shall include a conceptual opinion of probable construction cost.

Task 7 - Plans and Specifications

NDM will review the concept plan with the City of Sherman and address any necessary revisions. Once the concept plan has been accepted by the City, then NDM will begin the preparation of a set of construction plans for the project areas. As a part of the plans and specifications phase, the hydraulic models developed in the concept phase will be updated to include any revisions from the concept plan for the final hydraulic models.

The construction plans will detail necessary erosion protection, project details and description of project materials. This scope includes the preparation of one combined set of plans for the two project areas. The general project plan will be developed at a scale of 1"=20'. A half-scale set of the project plans will be provided along with a full set of plan drawings. Structural design services will be provided for the improvements. Contract documents will also be developed which include the project technical specifications for the two project areas. The contract documents will include appropriate bid alternative options. Contract documents will be developed based on City of Sherman standard conditions and TxDOT standards, as appropriate. NDM can provide modifications to the City standard documents as an additional service.

Three (3) sets of construction plans will be submitted to the City for review and comment to allow for revisions related to construction detail. NDM will also develop an opinion of probable construction costs during this project phase. The City shall be provided one reproducible set of drawings, a pdf copy of the drawings, and an original for the contract documents and specifications for bidding purposes.

Task 8 – 404 Permitting

NDM shall provide services to the City of Sherman to establish limits of jurisdictional waters for the project areas. This jurisdictional determination shall be submitted to the U. S. Army Corps of Engineers (USACE) for review and approval. The services will also include a Threatened and Endangered Species review and pedestrian review of possible historical impacts. NDM will submit documents for a Nationwide Permit 13 for Bank Stabilization for the proposed improvements for project areas 1 and 2. NDM shall provide coordination services with the USACE during the permitting activity. As a part of the 404 permitting, NDM will identify any mitigation required for the project area. This will include the off-site mitigation required for the project.

NDM will also submit a letter to the Texas Historical Commission related to the survey findings. The services do not include detailed review and services related to historical artifacts.

Task 9 - Bidding Phase

Not included.

Task 10 – Construction Review Services

Not included.

ADDITIONAL SERVICES

The scope of services defines the work to be completed under this contract. The City of Sherman may request additional services to be performed, which could include, but is not limited to the following:

1. Any detailed analyses for repair improvements required to the Fallon Road Bridge structure itself. Design services and construction plan preparation are only provided for erosion control and slope stabilization.
2. Any preparation for, or participation at neighborhood meetings.
3. Any services related to survey for easement or property acquisition and preparation of associated documents.
4. Submittal for an individual 404 permit for either of the proposed project improvements.
5. Services related to regulatory permitting for a CLOMR and/or LOMR.
6. Services related to detailed review, investigations, and additional permitting required by the Texas Historical Commission or for threatened and endangered species.
7. Changes in project approach after acceptance of the concept plan approach.
8. Development of plans and specifications, bidding or construction review services for two separate projects.
9. Any modifications to the City standard documents.
10. Any assistance during the bidding and construction phase services.

COMPENSATION

Engineering services to be completed will be performed on a lump sum basis for a maximum fee of \$149,690. The approximate budget amounts for the various project elements are summarized below:

Task 1 - Coordination and Meetings	\$ 2,300
Task 2 – Data Collection and Field Reconnaissance	\$ 2,590
Task 3 – Field Survey and Geotechnical	\$ 41,900
Task 4 – Hydrologic Analysis	\$ 1,200
Task 5 – Hydraulic Analysis	\$ 3,000
Task 6 – Concept Design Analysis and Concept Plan	\$ 26,200
Task 7 - Plans and Specifications	\$ 52,000
Task 8 – 404 Permitting	\$ 20,500

Mr. Clay Barnett, P.E.
April 30, 2014
Page 8

This fee is good for a period of 60 days from the date of this proposal. Any requested modifications to the City standard documents will be provided as an additional service at an hourly rate of \$120/hour.

SCHEDULE

We propose to begin services upon receipt of written authorization to proceed and will provide plans for review and comment within two months of the notice to proceed.

PAYMENT

Engineer shall submit monthly statements for services rendered and for reimbursable expenses incurred. These invoices for services shall be submitted the first of each month and payments are due within 30 days of receipt.

TERMINATION OF SERVICES

In connection with the services to be provided to you by NDM, we agree that you may cancel or indefinitely suspend further work or terminate this agreement, or any portion of it, upon written notice of thirty (30) days to NDM, with the understanding that immediately upon receipt of such notice, all work being performed under this proposal or any portion of it shall cease. Before the end of such thirty day period, NDM shall provide an invoice for all work completed and shall be compensated in accordance for all work accomplished by us prior to the receipt of such notice.

GOVERNING LAW

This agreement shall be governed by the laws of the State of Texas.

ACCEPTANCE

We are pleased to have the opportunity to submit this proposal to the City of Sherman and look forward to serving the City on this project. If you have any questions about this proposal, I would be pleased to discuss them with you at your convenience. If you are in agreement with the contents of this proposal, please add your signature and return one copy to our office.

Sincerely,

NATHAN D. MAIER
CONSULTING ENGINEERS, INC.

William L. Wallace, P.E.
Executive Vice President



Fallon Drive Bridge – East Embankment



Fallon Drive Bridge – East Embankment



Fallon Drive Bridge – East Embankment



Fallon Drive Bridge – East Embankment



Fallon Drive Bridge – West Embankment



Fallon Drive Bridge – West Embankment



Hunt Street – Looking Northeast



Hunt Street – Looking Southwest



Hunt Street – From edge of roadway looking down



Hunt Street – From edge of roadway looking down



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. C. 2.

Meeting Date: 06/02/2014

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

Approved By: George Olson, City Manager

Caption:

RESOLUTION NO. 5858

Authorizing the Submission of the City of Sherman's Phase II MS4 Storm Water Management Plan to the Texas Commission on Environmental Quality for Coverage under General Permit No. TXR040000

Issue:

To consider committing the City to a five-year storm water program by submitting a plan to the Texas Commission on Environmental Quality (TCEQ)

Background:

Under the provisions of the Clean Water Act, TCEQ is requiring Phase II cities (small cities) to prepare and submit a storm water plan by June 11, 2014. The plan must meet the minimum requirements of the general permit. Progress on implementing the plan must be reported to the State annually, with the first report due on September 30, 2014. TCEQ does allow the plan to be modified once per year as conditions change.

Origination:

Engineering Department

Financial Consideration:

Preparation of the plan has taken considerable staff time to assure that its objectives are within the capabilities of the City's resources and consistent with future development goals. Direct costs associated with submission of the plan is expected to be minimal.

Staff Recommendation:

Authorize the City Manager to submit the plan as prepared to TCEQ prior to the June 11, 2014 deadline.

Alternatives:

Those as may be directed by the City Council.

Attachments

Resolution No. 5858

Application

RESOLUTION NO. 5858

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE SUBMISSION OF THE CITY OF SHERMAN'S PHASE II MS4 STORM WATER MANAGEMENT PLAN TO THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY FOR COVERAGE UNDER GENERAL PERMIT NO. TXR040000; 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 State of Texas, through the Texas Commission on Environmental Quality (TCEQ), has required all Phase II small cities to prepare and submit a storm water management plan by June 11, 2014; and

WHEREAS, the five-year storm water management plan developed by the City of Sherman's staff was prepared with the intention of meeting all state requirements, but also designed to address the planned development and growth of the City of Sherman; and

WHEREAS, improving and protecting the water quality of area creeks, streams, and lakes is an important goal of local municipalities; and

WHEREAS, the City Council, after due consideration of the proposed Phase II MS4 Storm Water Management Plan, is of the opinion that said plan should be submitted to TCEQ as the City of Sherman's Storm Water Management Plan; and

WHEREAS, the City Council of the City of Sherman understands that the plan will be implemented over a five-year period and will be overseen and enforced by TCEQ;

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

SECTION 1. That the Phase II MS4 Storm Water Management Plan, attached hereto and made a part hereof for all purposes, is hereby approved and adopted as the City of Sherman's five-year Storm Water Management Plan.

SECTION 2. That the City Manager be and is hereby authorized and directed to submit the City of Sherman's Phase II MS4 Storm Water Management Plan to TCEQ by the deadline, June 11, 2014.

SECTION 3. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time place and purposed of said meeting was given as required by law.

PASSED AND APPROVED on this the ____ day of _____, 2014.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
CAROLYN WACKER, MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

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



Notice of Intent (NOI) for Stormwater Discharges from Small Municipal Separate Storm Sewer Systems (MS4) under the TPDES Phase II MS4 General Permit (TXRo40000)

IMPORTANT:

- Use the [INSTRUCTIONS](#) to fill out each question in this form.
- Use the [CHECKLIST](#) to make certain you filled out all required information. Incomplete applications WILL delay approval or result in automatic denial.
- Once processed your authorization can be viewed at:
http://www2.tceq.texas.gov/wq_dpa/index.cfm

APPLICATION FEE:

- You must pay the **\$100** Application Fee to TCEQ for the paper application to be complete.
- Payment and NOI must be mailed to separate addresses.
- Did you know you can pay on line?
 - Go to <https://www3.tceq.texas.gov/epay/index.cfm>
 - Select Fee Type: GENERAL PERMIT MS4 PHASE II STORM WATER DISCHARGE NOI APPLICATION
- **Provide your payment information below, for verification of payment:**
 - Mailed ☐ Check/Money Order No.: _____
Name Printed on Check: _____
 - EPAY ☐ Voucher No.: _____
 - Is the Payment Voucher copy attached? ☐ Yes

One (1) copy of the NOI and Stormwater Management Program (SWMP) with the completed SWMP Cover Sheet MUST be submitted with the original NOI and SWMP.

Is the copy attached? ☐ Yes

RENEWAL: Is this NOI a Renewal of an existing Phase II MS4 General Permit Authorization?

(Note: An authorization cannot be renewed after June 11, 2014.)

- ☒ Yes The existing authorization number is: TXRo4 0046 _____
(If an authorization number is not provided, a new number will be assigned.)
- ☐ No

1) OPERATOR (Applicant)

- a. If the applicant is currently a customer with TCEQ, what is the Customer Number (CN) issued to this entity? You may search for your CN at:

<http://www12.tceq.texas.gov/crpub/index.cfm?fuseaction=cust.CustSearch>

CN 600429583

- b. What is the Legal Name of the entity (applicant) applying for this permit?

City of Sherman

(The exact legal name must be provided.)

- c. What is the name and title of the person signing the application? The person must be an executive official meeting signatory requirements in 30 TAC 305.44(a).

Prefix (Mr. Ms. Miss): Mr.

First/Last Name: George Olson

Suffix: _____

Title: City Manager

Credential: _____

- d. What is the contact information for the Operator Contact (Responsible Authority)? The mailing address must be recognized by the US Postal Service. You may verify the address at:

<https://tools.usps.com/go/ZipLookupAction!input.action>

Phone Number: 903-892-7209 Ext: _____ Fax Number: _____

E-mail: Time@ci.sherman.tx.us

Mailing Address: 220 W. Mulberry

Internal Routing (Mail Code, Etc.): Engineering

City: Sherman

State: TX

ZIP Code: 75092-1106

If outside USA: Territory: _____ Country Code: _____ Postal Code: _____

- e. Indicate the type of Customer (The instructions will help determine your customer type):

☐ Federal Government

☐ State Government

☐ County Government

☒ City Government

☐ Other Government

- f. Number of Employees:

☐ 0-20;

☐ 21-100;

☐ 101-250;

☒ 251-500; or

☐ 501 or higher

2) BILLING ADDRESS

The Operator is responsible for paying the annual fee. The annual fee will be assessed to authorizations active on September 1 of each year. TCEQ will send a bill to the address provided in this section. The Operator is responsible for terminating the permit when it is no longer needed.

Is the billing address the same as the Operator Address?

☒ Yes, go to Section 3).

☐ No, complete section below

Phone Number: _____ Ext: _____ Fax Number: _____

E-mail: _____

Mailing Address: _____

Internal Routing (Mail Code, Etc.): _____

City: _____ State: _____

ZIP Code: _____

Mailing Information if outside USA:

Territory: _____ Country Code: _____ Postal Code: _____

3) REGULATED ENTITY (RE) INFORMATION

If the site of your business is part of a larger business site or if other businesses were located at this site before yours, a Regulated Entity Number (RN) may already be assigned for the larger site. Use the RN assigned for the larger site. Search TCEQ's Central Registry to see if the larger site may already be registered as a regulated site at:

<http://www12.tceq.texas.gov/crpub/index.cfm?fuseaction=regent.RNSearch>.

If the site is found, provide the assigned Regulated Entity Reference Number and provide the information for the site to be authorized through this application below. The site information for this authorization may vary from the larger site information.

- a. TCEQ issued RE Reference Number (RN): RN 105481931
- b. Name that is used to identify the small MS4 (Example: City of XXX MS4)
City of Sherman
- c. Provide a brief description of the regulated MS4 boundaries: (Example: Area within the City of XXXX limits that is located within the xxx (e.g. Dallas) urbanized area):
Area within the City limits of Sherman, TX
- d. County where the largest residential population exists within the regulated MS4 boundaries:
Grayson
- Is the MS4 located within additional counties?
☐ Yes – If Yes, what county (or counties)?
☒ No
- e. Latitude: 33° 38' 26.01 N Longitude: -96° 37' 1.01" W

4) GENERAL CHARACTERISTICS

- a. Is the project/site located on Indian Country Lands?
☐ Yes – If Yes, you must obtain authorization through EPA, Region 6.
☒ No
- b. What is applicant's Standard Industrial Classification (SIC) code?
SIC Code: 9111
- c. What is the category or level of the MS4 based on the population served?
☐ **Level 1:** Operators of traditional small MS4s that serve a population of less than 10,000 within an urbanized area (UA).
☒ **Level 2:** Operators of traditional small MS4s that serve a population of at least 10,000 but less than 40,000 within an UA.

This category also includes all non-traditional small MS4s such as counties, drainage districts, transpiration entities, military bases, universities, colleges, correctional institutions, municipal utility districts and other special districts regardless of population served within the UA, unless the non-traditional MS4 can demonstrate that it meets the criteria for a waiver from permit coverage based on the population served.

- ☐ **Level 2:** Operators of traditional small MS4s that serve a population of at least 10,000 but less than 40,000 within an UA.

This category also includes all non-traditional small MS4s such as counties, drainage districts, transpiration entities, military bases, universities, colleges, correctional institutions, municipal utility districts and other special districts regardless of population served within the UA, unless the non-traditional MS4 can demonstrate that it meets the criteria for a waiver from permit coverage based on the population served.

- ☐ **Level 3:** Operators of traditional small MS4s that serve a population of at least 40,000 but less than 100,000 within an UA.

- ☐ **Level 4:** Operators of traditional small MS4s that serve a population of 100,000 or more within an UA.

- d. Has TCEQ "designated" the small MS4 as needing coverage under this general permit?

☒ Yes

- ☐ No - If No and no portion of the small MS4 is located within an UA as determined by the 2000 or 2010 Decennial Census by the U.S Bureau of Census requiring a NOI be submitted, the operator is not eligible for coverage under this general permit through the NOI.

- e. What is your annual reporting year?

☐ Calendar year

☐ MS4 general permit year

☒ Fiscal year - If Fiscal year, what is the last day of the fiscal year? September 30

- f. Stormwater Management Program (SWMP)

1. I certify that the SWMP submitted with this Notice of Intent has been developed according to the provisions of this general permit TXR040000.

☐ Yes

☐ No - If No, the application is considered incomplete and may be returned.

2. I certify that the SWMP Cover Sheet is completed and attached to the front of the SWMP.

☐ Yes

☐ No - If No, the application is considered incomplete and may be returned.

3. Who is the person responsible for implementing or coordinating implementation of the SWMP? (Note: All contact information requested below is required.)

First/Last Name: Timothy Cline

Title: _____

Company: City of Sherman

Phone Number: 903-892-7209 Ext: _____ Fax Number: _____

E-mail: TimC@ci.sherman.tx.us

Mailing Address: 220 W. Mulberry

Internal Routing (Mail Code, Etc.): Engineering

City: Sherman

State: TX

ZIP Code: 75092-1106

g. 7th Minimum Control Measure (MCM) for Municipal Construction Activities

1. Is the MCM for authorization to discharge stormwater from municipal construction activities included with the attached SWMP?

☐ Yes – If Yes, what are the boundaries within which those activities will occur?
(Note: If the boundaries are located outside of the urbanized area, then the entire SWMP must also incorporate the additional areas.)

☒ No

2. Is the discharge or potential discharge from regulated construction activities within the Recharge Zone, Contributing Zone, or Contributing Zone within the Transition Zone of the Edwards Aquifer?

☐ Yes – If Yes, please note that a copy of the agency approved Water Pollution Abatement Plan (WPAP) required by the Edward Aquifer Rule (30 TAC Chapter 213) must be either included or referenced in the construction stormwater pollution prevention plan(s).

☐ No

h. Discharge Information

1. What is the name of the water body (ies) receiving stormwater from the MS4?

Red River Basin

2. What is the classified segment number(s) that receives discharges, directly or indirectly, from the small MS4?

Choctaw Creek, Post Oak Creek, Sand Creek

3. Are any of the surface water body (ies) receiving discharges from the small MS4 on the latest EPA-approved Clean Water Act (CWA) §303(d) list of impaired waters?

☒ Yes – If Yes:

What is the name of the impaired water body (ies) receiving the discharge from the small MS4?

Choctaw Creek

What are the pollutants of concern?

☐ No

4. Is the discharge into any other MS4 prior to discharge into surface water in the state?

☐ Yes – If Yes, what is the name of the MS4 Operator?

☒ No

i. Edwards Aquifer

Is the discharge or potential discharge from the MS4 within the Recharge Zone, Contributing Zone, or Contributing Zone within the Transition Zone of the Edwards Aquifer?

☐ Yes - If Yes, complete certification below by checking "Yes".

☒ No

I certify that a copy of the TCEQ approved WPAP required by the Edwards Aquifer Rule (30 TAC Chapter 213) is either included or referenced in the SWMP.

☐ Yes

j. Public Participation Process

The Office of Chief Clerk will send the operator or person responsible for publishing, the notice of the executive director's preliminary determination of the NOI and SWMP, in a newspaper of general circulation in the county where the small MS4 is located. If multiple counties, notice must be published at least once in the newspaper of general circulation in the county containing the largest resident population.

The applicant must file with the Chief Clerk a copy of an affidavit of the publication within 60 days of receiving the written instructions from the Office of Chief Clerk.

1. I will comply with the Public Participation requirements described in Part II.E.12 of the general permit.

☒ Yes

☐ No – If No, coverage under this general permit is not obtainable.

2. Who is the person responsible for publishing notice of the executive director's preliminary determination on the NOI and SWMP? (Note: All contact information requested below is required.)

First/Last Name: Lindy Ashby

Title: City Clerk

Company: City of Sherman

Phone Number: 903-892-7205 Ext: _____ Fax Number: _____

E-mail: linda@ci.sherman.tx.us

Mailing Address: 220 W. Mulberry

Internal Routing (Mail Code, Etc.): _____

City: Sherman State: TX ZIP Code: 75092

3. What is the name and location of the public location where copies of the NOI and SWMP, as well as the executive director's general permit and fact sheet, may be reviewed?

Name of Public Place:

City Hall - City Clerk's Office

Address of Public Place:

220 W. Mulberry

Sherman, TX 75092

County of Public Place:

Coryson

5) CERTIFICATION

Check Yes to the certifications below. Failure to indicate Yes to **ALL** items may result in denial of coverage under the general permit.

- a. I certify that I have obtained a copy and understand the terms and conditions of the Phase II (Small) MS4 General Permit TXRo40000. ☒ Yes
- b. I certify that the small MS4 qualifies for coverage under the general permit TXRo40000. ☒ Yes
- c. I understand that a Notice of Termination (NOT) must be submitted when this authorization is no longer needed. ☒ Yes
- d. I understand that authorization active on September 1st of each year will be accessed an Annual Water Quality Fee. ☒ Yes

Operator Certification:

I, _____
Typed or printed name *Title*

certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

I further certify that I am authorized under **30 Texas Administrative Code §305.44** to sign and submit this document, and can provide documentation in proof of such authorization upon request.

Signature: _____ Date: _____
(Use blue ink)

NOTICE OF INTENT CHECKLIST (TXRo40000)

- Did you complete everything? Use this checklist to be sure!
- Are you ready to mail your form to TCEQ? Go to the General Information Section of the Instructions for mailing addresses.

This checklist is for use by the operator to ensure a complete application. Missing information may result in denial of coverage under the general permit. (See NOI process description in the Instructions)

Application Fee:

If paying by Check:

- ☒ Check was mailed **separately** to the TCEQs Cashier's Office. (See Instructions for Cashier's address and Application address.)
- ☒ Check number and name on check is provided in this application.

If using ePay:

- ☒ The voucher number is provided in this application or a copy of the voucher is attached.

AUTHORIZATION NUMBER:

- ☒ Authorization number provided – if this application is for renewal of an existing authorization.

OPERATOR INFORMATION - Confirm each item is complete:

- ☒ Customer Number (CN) issued by TCEQ Central Registry
- ☒ Legal name as filed to do business in Texas (Call TX SOS 512/463-5555)
- ☒ Name and title of responsible authority signing the application
- ☒ Mailing address is complete & verifiable with USPS. www.usps.com
- ☒ Phone numbers/e-mail address
- ☒ Type of operator (entity type)
- ☒ Number of employees
- ☒ Billing address is complete & verifiable with USPS. <http://www.usps.com>

REGULATED ENTITY (RE) INFORMATION ON PROJECT OR SITE - Confirm each item is complete:

- ☒ MS4/Regulated Entity Name
- ☒ Site description
- ☒ Latitude and longitude <http://www.tceq.texas.gov/gis/sqmapview.html>
- ☒ County
- ☒ Site/project physical address. Do not use a rural route or post office box.
- ☒ Business description

GENERAL CHARACTERISTICS - Confirm each item is complete:

- ☒ Indian Country Lands –the facility is not on Indian Country Lands
- ☒ Standard Industrial Classification (SIC) Code www.osha.gov/oshstats/sicser.html
- ☒ Level of MS4
- ☒ Qualifying TCEQ "Designated" small MS4
- ☒ Annual Reporting Year
- ☒ 7th Minimum Control Measurement (MCM) for Municipal Construction Activities
- ☒ Discharge information
- ☒ Edwards Aquifer rule
- ☒ Public participation information

CERTIFICATION

- ☒ Certification statements have been checked indicating "Yes"
- ☒ Signature meets 30 Texas Administrative Code (TAC) 305.44 and is original.
- ☒ Stormwater Management Program (SWMP), and completed SWMP Cover Sheet are attached to the NOI.



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. C. 3.

Meeting Date: 06/02/2014

Prepared By: Don Keene, Director of Community and Support Services

Approved By: George Olson, City Manager

Caption:

*** RESOLUTION NO. 5859**

Authorizing Execution of a Contract with AMX Premium Cleaning Services, LP, based on a Request for Proposals for Janitorial Services in Certain City-Owned Facilities

Issue:

To consider awarding and authorizing execution of a contract with AMX Premium Cleaning Services, LP, based on a Request for Proposals (RFP) for janitorial services in certain City-owned facilities

Background:

An RFP for janitorial services in certain City-owned facilities was made and, on May 6, 2014, proposals were received and opened. Based on a combination of price, level of qualifications, and past experience, City staff recommends contracting with AMX Premium Cleaning Services, LP.

The proposed contract is an annual contract with the option to renew the contract for two (2) or three (3) additional twelve-month periods from the contract expiration date provided that the City and contractor agree, in writing, as to services and cost. The contract is for a monthly rate based on acceptance of the work by the City of \$5,147.49 per month, plus an amount not to exceed \$9,049.06 annually for annual and semi-annual tasks (as identified in the RFP). The annual and semi-annual tasks are to be billed separately as work is performed and accepted by the City for those specific tasks.

Origination:

Building Maintenance Department

Financial Consideration:

Funds for janitorial services were appropriated in the approved budget for fiscal year 2013-2014.

Staff Recommendation:

Award the bid and authorize the City Manager to execute a contract with AMX, Premium Cleaning Services, LP.

Alternatives:

As may be directed by the City Council

Attachments

Resolution No. 5859

Janitorial Services Contract

Bid Tabulation

RESOLUTION NO. 5859

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A CONTRACT WITH AMX PREMIUM CLEANING SERVICES, LP, BASED ON REQUEST FOR PROPOSALS FOR JANITORIAL SERVICES IN CERTAIN CITY-OWNED FACILITIES; 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 AMX Premium Cleaning Services, LP is hereby awarded the bid of a monthly rate of Five Thousand, One Hundred and Forty-Seven Dollars and Forty-Nine Cents (\$5,147.49) per month, plus an amount not to exceed Nine Thousand, Forty-Nine Dollars and Six Cents (\$9,049.06) annually for annual and semi-annual tasks, as identified in the Request for Proposals for janitorial services in certain city-owned facilities; and 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 AMX Premium Cleaning Services, LP for janitorial services, in accordance with all contract documents attached hereto and incorporated herein for all purposes.

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

PASSED AND APPROVED on this the ____ day of _____, 2014.

CITY OF SHERMAN, TEXAS

BY: _____
CAROLYN S. WACKER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

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

CONTRACT BETWEEN
CITY OF SHERMAN AND AMX PREMIUM CLEANING SERVICES, LP

This Contract, made and entered into by and between the **CITY OF SHERMAN**, a municipal corporation of the State of Texas, hereinafter referred to as “CITY”, and **AMX PREMIUM CLEANING SERVICES, LP**, hereinafter referred to as “CONTRACTOR”,

W I T N E S S E T H:

WHEREAS, the CITY has advertised that proposals would be received for the furnishing of all labor, tools, cleaning materials, insurance, bonds, supervision and any other items necessary and required for the following: Janitorial Services for the buildings described as the City Hall, Library, Parks & Recreation Activity Center, Glennie O. Ham Center (Parks & Recreation Administrative Offices), Senior Citizens Center, Utilities Lab, Municipal Airport, and the Police Department located in the City of Sherman, Grayson County, Texas, in accordance with the detailed specifications attached hereto and made a part hereof for all purposes.

WHEREAS, said CONTRACTOR has submitted the lowest responsive, responsible bid in reply to said advertisement;

NOW, THEREFORE, in consideration of the compensation to be paid the CONTRACTOR and the mutual covenants contained herein, the parties agree as follows:

I.

Reference is hereby made to the specifications and requirements of the Advertisement for Bids prepared by the CITY, hereinafter referred to as the “RFP,” and the Bid Proposal submitted by the CONTRACTOR on May 6, 2014, in answer to CITY’s Advertisement for Bids. All of the specifications and requirements of CITY and the CONTRACTOR’s proposal are incorporated herein and made a part hereof for all purposes.

II.

CONTRACTOR shall perform janitorial services of the above-described buildings, as required by the specifications, during the contract period which shall begin on June 3, 2014, and end on June 3, 2015, it being understood that time shall be of the essence of this contract. CITY reserves the option to renew the contract for two (2) or three (3) additional twelve (12) month periods from the contract expiration date provided that CITY and CONTRACTOR agree, in writing, as to services and cost.

III.

All work to be performed hereunder shall be done in a good and workmanlike manner so as to receive the approval of the CITY.

IV.

In consideration of the janitorial services authorized hereby, the CITY shall pay CONTRACTOR a monthly rate based on acceptance of the work by the City of Five Thousand, One Hundred and Forty-Seven Dollars and Forty-Nine Cents (\$5,147.49) per month, plus an amount not to exceed Nine Thousand, Forty-Nine Dollars and Six Cents (\$9,049.06) annually for annual and semi-annual tasks (as identified in the RFP). The annual and semi-annual tasks are to be billed separately throughout the year as work is performed and accepted by the City for those specific tasks.

V.

Work which fails to meet the quality control standards established in the bid specs will be brought to the attention of the CONTRACTOR. Failure by the CONTRACTOR to take correction action within a reasonable time frame will result in the work being done by others and costs charged to the CONTRACTOR. In the event the CONTRACTOR habitually fails to meet said standards, the CITY reserves the right to terminate this contract without further notice and without liability ~~and to liquidate the CONTRACTOR's performance bond.~~



VI.

In cases of termination without cause, either party may terminate the contract by giving thirty (30) days written notice to the other party.

VII.

CITY may in its discretion apply any monies owed to CONTRACTOR under this agreement, in partial or complete satisfaction of any property taxes due or other monies owed CITY, which are or become delinquent during the term of this contract.

This agreement may not be changed, revised, or altered, except by an instrument in writing duly executed on behalf of the CITY and by the CONTRACTOR.

This agreement shall be construed in accordance with the laws of the State of Texas and shall be deemed performable and enforceable in the State of Texas, with venue in Grayson County, Texas.

IN TESTIMONY WHEREOF, this instrument, in duplicate originals of equal force, has been executed on behalf of AMX Premium Cleaning Services, LP and on behalf of the City of Sherman by its City Manager and attested by its City Clerk, effective this the ____ day of _____, 2014.

CITY OF SHERMAN, TEXAS

BY:	_____
NAME:	GEORGE OLSON
TITLE:	CITY MANAGER
DATE:	_____

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

BY:  _____
BRANDON SHELBY, CITY ATTORNEY

AMX PREMIUM CLEANING SERVICES, LP

BY: James Gammel
NAME: JAMES GAMMEL
TITLE: OPERATIONS MANAGER
ADDRESS: 2351 W. Northwest Hwy, Suite 2118
Dallas, Texas
PHONE: 214-952-6729

ATTEST:

BY: _____

NAME: _____

TITLE: _____

Remainder of page 4 left blank intentionally

CITY OF SHERMAN BID TABULATION

**Janitorial Services
05/07/14**

VENDOR	Annual Bid Price
Member's Building Maintenance, LLC	\$69,146.11
AMX Premium Cleaning Services, LP	\$70,818.94
WCD Enterprises, LLC	\$76,513.66



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. C. 4.

Meeting Date: 06/02/2014

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

Approved By: George Olson, City Manager

Caption:

*** RESOLUTION NO. 5860**

Authorizing Execution of an Encroachment Easement to Jeff and Karla Winters for the Construction of an Outdoor Kitchen within a Utility Easement

Issue:

To consider granting an encroachment easement into the 35' Utility Easement located at 2421 Westhaven Court in Sherman, Texas

Background:

The owner of the property located at 2421 Westhaven Court proposes to construct an outdoor kitchen and would encroach 20' into the 35' Utility Easement. There are no utilities within the easement.

Origination:

Jeff and Karla Winters

Financial Consideration:

None

Staff Recommendation:

City staff, Oncor, Verizon, Cable One and Atmos have no objections to the proposed encroachment; and City staff recommends approval.

Alternatives:

As may be directed by the City Council

Attachments

Resolution No. 5860

Encroachment Agreement

Request Letter/Sketch

Utility Letters

Location Map

RESOLUTION NO. 5860

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN ENCROACHMENT EASEMENT TO JEFF AND KARLA WINTERS FOR THE CONSTRUCTION OF AN OUTDOOR KITCHEN WITHIN A UTILITY EASEMENT; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all documents being properly completed and approved as to form and content by the City Attorney, to execute an encroachment easement to Jeff and Karla Winters in substantially the same form as presented at this meeting, for the construction of an outdoor kitchen within a utility easement, in accordance with the encroachment easement document and location map approved by the City Engineer and the City Attorney, attached hereto and incorporated herein for all purposes.

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

PASSED AND APPROVED on this the ____ day of _____, 2014.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
CAROLYN S. WACKER, MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

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

ENCROACHMENT EASEMENT

THE STATE OF TEXAS
COUNTY OF GRAYSON

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

That the **CITY OF SHERMAN**, a municipal corporation of the State of Texas, hereinafter called "GRANTOR", in consideration of ONE DOLLAR AND NO CENTS (\$1.00) and other good and valuable consideration to it, in hand paid, hereby grants to **Jeff and Karla Winters** of Sherman, Texas, hereinafter called "GRANTEE", an encroachment easement to construct an outdoor kitchen within a 35' Utility Easement on Lot 6, Block1, in Westhaven Addition, as shown on the sketch marked Exhibit "A", attached hereto and incorporated herein for all purposes. Said encroachment easement shall be inferior, subordinate, and subject to the GRANTOR'S rights herein.

This instrument shall be construed as conveying an encroachment easement to GRANTEE, its heirs, successors and assigns, for the limited purpose of constructing an outdoor kitchen within the herein described encroachment area. As shown on the attached exhibit the encroachment will encroach 20' into the 35' Utility Easement. GRANTEE agrees that all maintenance of the outdoor kitchen shall be the responsibility of GRANTEE without cost, fees or expense to GRANTOR.

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

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

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

EXECUTED this the _____ day of _____, A.D., 2014.

CITY OF SHERMAN, TEXAS

BY: _____
GEORGE OLSON,
CITY MANAGER

THE STATE OF TEXAS §
COUNTY OF GRAYSON §

BEFORE ME, the undersigned authority, in and for said county and state, on this day personally appeared **GEORGE OLSON**, City Manager, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said City of Sherman, Texas, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day
of _____, A.D., 2014.

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

Jeff Winters:

BY: *Jeff Winters*
ADDRESS: 2421 W. Haven Ct
Sherman TX
PHONE #: 903-771-6746

ACKNOWLEDGEMENT

STATE OF TEXAS *
 *
COUNTY OF Texas *

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this the 27th
day of May, A.D., 2014.

NOTARY SIGNATURE: *Jessica R Maines*

COMMISSION EXPIRES: May 11, 2017



Karla Winters:

BY: Karla Winters

ADDRESS: 2421 W. Haven Ct
Sherman TX

PHONE #: 903-771-6746

ACKNOWLEDGEMENT

STATE OF TEXAS *

COUNTY OF Texas *

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this the 27th
day of May, A.D., 2014.

NOTARY SIGNATURE: Jessica R Maines

COMMISSION EXPIRES: May 11, 2017



May 21, 2014

City of Sherman
Engineering Services
Sherman, TX 75020

Re: 2421 West Haven Ct, Sherman, TX

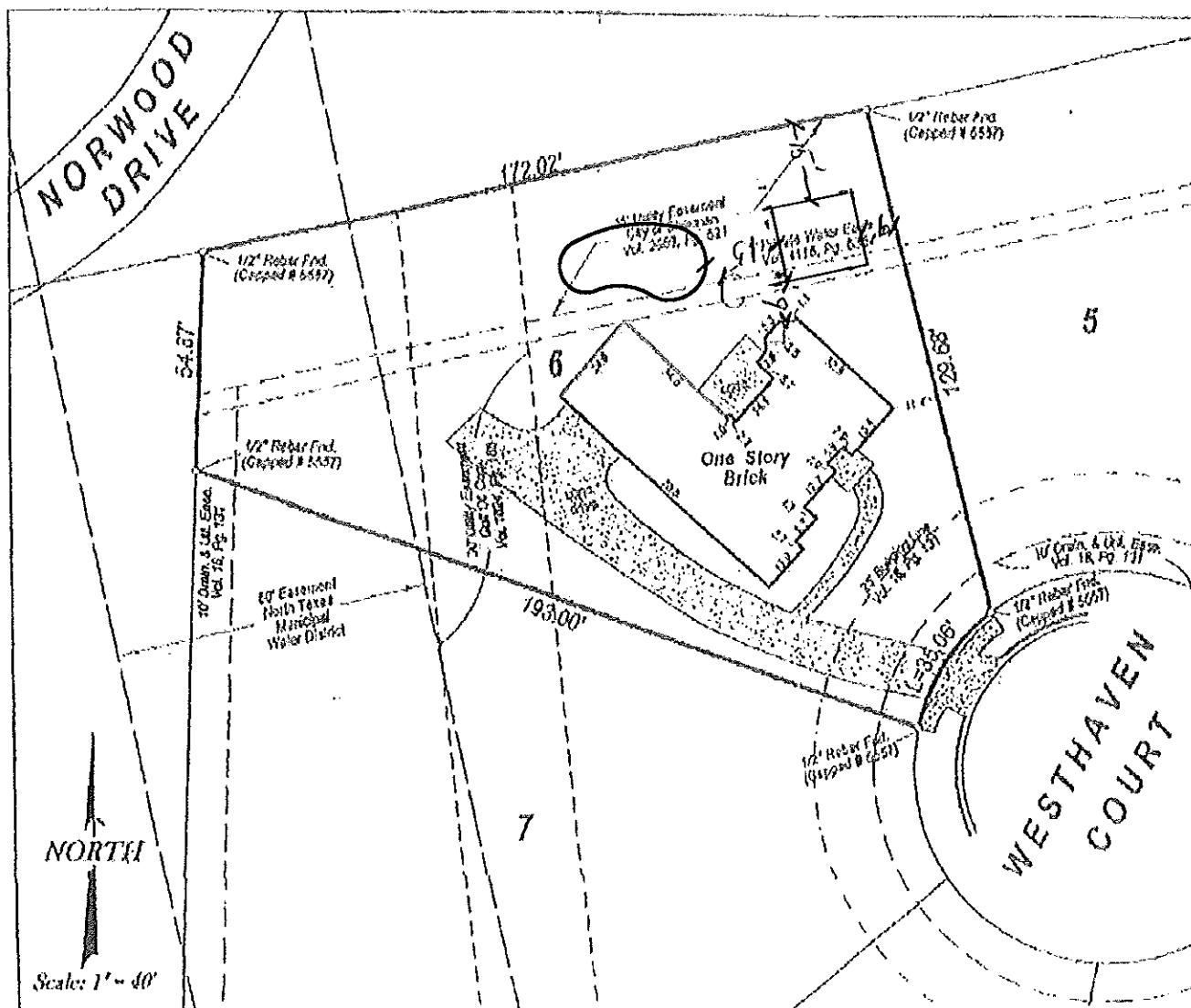
I, Jeff Winter, homeowner of above mentioned property, request a Variance for an Outdoor Kitchen Structure to be built on an old 35' utility easement located in my back yard.

Please reference attached plan for location details.

Sincerely,



Jeff Winters



SARTIN & ASSOCIATES, INC.
 Registered Professional Land Surveyors
 P.O. Box 1843 - 109 S. Travis - Sherman, Texas 75091-1843
 phone (903)892-8003 - fax (903)868-2970

SURVEY FOR: ~~XXXXXXXXXX & XXXXXXXXXX~~

I, Marshall Sartin, Registered Professional Land Surveyor, hereby certify that a survey of the property shown hereon was made on the ground on the 5th day of June, 2007 of the following described property:

Lot SIX (6) of WESTHAVEN, an Addition to the City of Sherman, Texas as shown by plat of record in Volume 18, Page 131 & 131A, Plat Records, Grayson County, Texas.

That the improvements located on said property are known as 2421 WESTHAVEN COURT, SHERMAN, TEXAS and that this survey substantially complies with the current Minimum Standards for Professional Land Surveyors as adopted by the Texas Board of Professional Land Surveying, and is subject to all easements of record or as shown on recorded plat that may affect said property.

THIS SURVEY PLAT WAS PREPARED FROM A SURVEY PERFORMED ON THE DATE SHOWN HEREON FOR THE CLIENT NAMED HEREINABOVE AND FOR THE TRANSACTION TAKING PLACE AT THE TIME OF THIS SURVEY. THIS SURVEY PLAT IS NOT TO BE USED IN CONNECTION WITH ANY FUTURE TRANSACTIONS WITHOUT THE EXPRESSED WRITTEN CONSENT OF THE

Whitfield, Lisa

From: Fairbrother, Kevin [Kevin.Fairbrother@oncor.com]
Sent: Tuesday, May 27, 2014 9:32 AM
To: Whitfield, Lisa
Subject: RE:

Lisa,

Oncor's facilities are out on ROW of Lamberth Road, so we should not have a problem with this encroachment.

Thanks,

Kevin

From: Whitfield, Lisa [mailto:lisaw@ci.sherman.tx.us]
Sent: Friday, May 23, 2014 10:16 AM
To: Fairbrother, Kevin; Meek, Stephen; 'jacky.thomas@atmosenergy.com'; 'Cook, Clint'; 'Smith, Chris W (CHRIS)'
Subject:

Good Morning,

I know recently (March 13) each of you reviewed this same property for a pool to encroach into the utility easement. The homeowner has decided they would also like to build an outdoor kitchen. The first encroachment was specifically for a pool; therefore, we need to ask approval for another encroachment easement for an outdoor kitchen.

REQUEST:

The owner of Lot 6 of the Westhaven Addition (plat attached), 2421 Westhaven Ct, has sent us a request (letter and sketch attached) to encroach into the 35' Utility Easement with an outdoor kitchen. The permanent structure would fall inside the easement. I believe all the utilities fall outside the easement. Please let us know your desires for the utility easement shown on the attached sketch.

Please let me know if you need further information.

Thank you,

Lisa Whitfield
City of Sherman
Engineering & Development Coordinator
903-892-7212
903-870-7802 (fax)

Sherman
CLASSIC TOWN. BROAD HORIZON.

Confidentiality Notice: This email message, including any attachments, contains or may contain confidential information intended only for the addressee. If you are not an intended recipient of this message, be advised that any reading, dissemination, forwarding, printing, copying or other use of this message or its attachments is

Whitfield, Lisa

From: Smith, Chris W (CHRIS) [smith.chris@verizon.com]
Sent: Friday, May 23, 2014 11:13 AM
To: Whitfield, Lisa
Subject: RE:

Lisa,

Verizon has no objection to this request.

Thanks,

Chris W. Smith
Network Engineering
Twin Cities/Eastern Districts
Ofc 972-578-3311
Fax 972-578-3396



From: Whitfield, Lisa [mailto:lisaw@ci.sherman.tx.us]
Sent: Friday, May 23, 2014 10:16 AM
To: Fairbrother, Kevin; 'Meek, Stephen'; 'jacky.thomas@atmosenergy.com'; 'Cook, Clint'; Smith, Chris W (CHRIS)
Subject:

Good Morning,

I know recently (March 13) each of you reviewed this same property for a pool to encroach into the utility easement. The homeowner has decided they would also like to build an outdoor kitchen. The first encroachment was specifically for a pool; therefore, we need to ask approval for another encroachment easement for an outdoor kitchen.

REQUEST:

The owner of Lot 6 of the Westhaven Addition (plat attached), 2421 Westhaven Ct, has sent us a request (letter and sketch attached) to encroach into the 35' Utility Easement with an outdoor kitchen. The permanent structure would fall inside the easement. I believe all the utilities fall outside the easement. Please let us know your desires for the utility easement shown on the attached sketch.

Please let me know if you need further information.

Thank you,

Lisa Whitfield
City of Sherman
Engineering & Development Coordinator
903-892-7212

Whitfield, Lisa

From: Thomas, Jacky G [Jacky.Thomas@atmosenergy.com]
Sent: Friday, May 23, 2014 10:41 AM
To: Whitfield, Lisa
Subject: RE:

Atmos Energy facilities at this location are located in the City Street ROW and have no issues with the 35' utility easement.

From: Whitfield, Lisa [mailto:lisaw@ci.sherman.tx.us]
Sent: Friday, May 23, 2014 10:16 AM
To: Fairbrother, Kevin; 'Meek, Stephen'; Thomas, Jacky G; 'Cook, Clint'; 'Smith, Chris W (CHRIS)'
Subject:

Good Morning,

I know recently (March 13) each of you reviewed this same property for a pool to encroach into the utility easement. The homeowner has decided they would also like to build an outdoor kitchen. The first encroachment was specifically for a pool; therefore, we need to ask approval for another encroachment easement for an outdoor kitchen.

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Please let me know if you need further information.

Thank you,

Lisa Whitfield
City of Sherman
Engineering & Development Coordinator
903-892-7212
903-870-7802 (fax)

Sherman
CLASSIC TOWN. BROAD HORIZON.

Whitfield, Lisa

From: Cook, Clint [Clinton.Cook@cableone.biz]
Sent: Tuesday, May 27, 2014 1:29 PM
To: Whitfield, Lisa; Fairbrother, Kevin; 'Meek, Stephen'; 'jacky.thomas@atmosenergy.com'; 'Smith, Chris W (CHRIS)'
Subject: RE:

Lisa,

We have no facilities in the easement and have no objection to the encroachment.

Thanks

Clint

From: Whitfield, Lisa [mailto:lisaw@ci.sherman.tx.us]
Sent: Friday, May 23, 2014 10:16 AM
To: Fairbrother, Kevin; 'Meek, Stephen'; 'jacky.thomas@atmosenergy.com'; Cook, Clint; 'Smith, Chris W (CHRIS)'
Subject:

Good Morning,

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Please let me know if you need further information.

Thank you,

Lisa Whitfield
City of Sherman
Engineering & Development Coordinator
903-892-7212
903-870-7802 (fax)

Sherman
CLASSIC TOWN. BROAD HORIZON.





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. C. 5.

Meeting Date: 06/02/2014

Prepared By: Don Keene, Director of Public Works

Approved By: George Olson, City Manager

Caption:

*** RESOLUTION NO. 5861**

Authorizing Publication of the Proposed Final Statement/Action Plan for the Community Development Block Grant for Fiscal Year 2014; Authorizing Submission of the Block Grant Application; Authorizing Execution of Certain Assurances of Compliance in Connection with the Administration and Conduct of the Community Development Program for Fiscal Year 2014

Issue:

Approval of the Fiscal Year (FY) 2014 Community Development Block Grant Final Statement/Action Plan

Background:

Each year, the City of Sherman receives an entitlement grant (Community Development Block Grant) from the U.S. Department of Housing and Urban Development (HUD). We are required to prepare and submit an annual Action Plan, which is a description of the activities that will be undertaken during the coming year to address the needs of our low to moderate income citizens. This Action Plan is based on a five (5) year Consolidated Plan & Strategy developed by City staff and approved by the Sherman City Council. It serves as the City's long term planning tool to address the identified needs of affordable housing, public housing, homelessness, and other non-housing community development needs and activities within the City of Sherman.

Over the past five (5) years, the City of Sherman's history of allocations for the Community Development Block Grant is as follows:

- FY 2009 - \$324,495
- FY 2010 - \$351,141
- FY 2011 - \$293,001
- FY 2012 - \$289,254
- FY 2013 - \$311,726

Origination:

Theresa Caudle, Neighborhood Services

Financial Consideration:

The City of Sherman has been allocated \$301,322 in Community Development Block Grant funds from the U.S. Department of Housing and Urban Development to address our various community development needs for low to moderate income citizens during FY 2014.

Staff Recommendation:

It is staff recommendation that the Sherman City Council approve the resolution to adopt the FY 2014 Community Development Block Grant Final Statement/Action Plan as submitted.

Alternatives:

The Sherman City Council may change or re-appropriate these funds/allocations as they see fit.

Attachments

Resolution No. 5861

Memo from Theresa Caudle, Community Development Coordinator

FY 2014 CDBG Final Statement/Action Plan

RESOLUTION NO. 5861

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING PUBLICATION OF THE PROPOSED FINAL STATEMENT/ACTION PLAN FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT FOR FISCAL YEAR 2014; AUTHORIZING SUBMISSION OF THE BLOCK GRANT APPLICATION; AUTHORIZING EXECUTION OF CERTAIN ASSURANCES OF COMPLIANCE IN CONNECTION WITH THE ADMINISTRATION AND CONDUCT OF THE COMMUNITY DEVELOPMENT PROGRAM FOR FISCAL YEAR 2014; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, under the Housing and Community Development Act of 1974, as amended, the City of Sherman is eligible to receive an estimated \$301,322 for fiscal year 2014, to be expended on eligible activities primarily benefiting low/moderate income families; and

WHEREAS, the Community Development Block Grant regulations require the opportunity for citizen participation in the development of the final statement and authorizing of the expenditure of such funds; and

WHEREAS, after proper notice was published in the Herald Democrat, a newspaper of general circulation in the City of Sherman, public hearings were held by said Community Development Staff to receive citizen participation and input on March 11, 2014, and April 13, 2014; and

WHEREAS, the City Council, after due consideration of the proposed Community Development Final Statement and of all matters raised at public meetings, is of the opinion that, unless public comment warrants revisions, said final statement should be submitted as the Community Development Application for the City of Sherman for the program year 2014 to the U.S. Department of Housing and Urban Development, in order to secure funding as provided herein;

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

SECTION 1. That the Community Development Final Statement, embodying those projects set forth on Attachment "A", attached hereto and made a part hereof for all purposes, is hereby approved and adopted as the Community Development Plan of the City of Sherman, Texas, for the program year 2014.

SECTION 2. That the City Council of the City of Sherman hereby certifies and assures the U.S. Department of Housing and Urban Development that development of this application for funds under the Housing and Community Development Act of 1974, as amended, and the

implementation of the Block Grant Program will be conducted in accordance with all applicable provisions of the "Assurances" as required.

SECTION 3. That the City Manager of the City of Sherman is hereby authorized to execute, on behalf of the City of Sherman, the "Assurances" set forth on Attachment "B", attached hereto and made a part hereof for all purposes. These Assurances concern compliance with certain guidelines, regulations, and policies in preparation of this application and in conducting the Community Development Program of the City of Sherman.

SECTION 4. That the City Manager of the City of Sherman is hereby authorized to submit, as the Chief Executive Officer of the City of Sherman, and on behalf of the City of Sherman, the Community Development Final Statement and a certified copy of this resolution and all attachments thereto to the U.S. Department of Housing and Urban Development, in application for funds available to the City of Sherman under the Housing and Community Development Act of 1974, as amended. Said application shall be made on forms required by the U.S. Department of Housing and Urban Development.

SECTION 5. That the City Manager of the City of Sherman is hereby authorized and designated to act as Chief Executive Officer in connection with this application, and is hereby authorized and directed to provide such additional information as may be required in connection with said application.

SECTION 6. 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 _____, 2014.

CITY OF SHERMAN, TEXAS

BY: _____
CAROLYN S. WACKER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

BY: _____

**BRANDON S. SHELBY,
CITY ATTORNEY**



memorandum

DATE: Wednesday, May 21, 2014
TO: George Olson, City Manager
FROM: Theresa Caudle, CD Coordinator 
SUBJECT: PY 2014 Final Statement/Action Plan

The City of Sherman's Proposed Final Statement/Action Plan of Community Development Objectives with projected use of the funds for Program Year 2014 was published in the Herald Democrat on April 13, 2014. . The required 30-day public comment period has concluded and there were no public comments received on the Proposed Statement of Objectives.

Therefore, we are now ready to proceed with submitting this to the City Council in the form of a Resolution establishing the City of Sherman's PY 2014 Final Statement/Action Plan.

I am requesting that you set this item for public hearing and present the Resolution for consideration and approval by our City Council at the next regular scheduled meeting of June 2, 2014.

During the interim, should you have any questions or desire additional information or clarification, please let me know.

**CITY OF SHERMAN, TEXAS
FINAL STATEMENT/ACTION PLAN OF
COMMUNITY DEVELOPMENT OBJECTIVES
AND PROJECTED USE OF FUNDS FOR PROGRAM YEAR 2014**

GRANT NO: B-2014-MC-48-0027

The City of Sherman has received notice from the U.S. Department of Housing and Urban Development (HUD) that its entitlement grant for the Community Development Program (CDBG) for fiscal year 2014 is \$301,322.00. These funds will be received on October 1, 2014. Activities that directly benefit low and moderate-income persons will be available citywide. Other activities which have an area benefit will only be available in areas of the city which are populated by a majority of low and moderate-income persons. The City has met citizen participation requirements.

The City of Sherman's Consolidated Plan is a document which is required by the U.S. Department of Housing and Urban Development, and includes the following subjects: (1) Housing and Homeless Needs Assessment - A description of the jurisdiction's estimated housing needs for the ensuing five-year period; (2) Housing Market Analysis - A description of the significant characteristics of the jurisdiction's housing market, including supply, demand, condition and cost of housing and the housing stock and services available {i.e., public and assisted housing, homeless, elderly, frail elderly, persons with disabilities (mental/physical/developmental), persons with alcohol and other drug addictions, and persons with HIV/AIDS and related diseases; (3) Strategic Plan - A description of the five-year strategy and plan to address affordable housing, homelessness, other special needs and non-housing community development plan; and, (4) Action Plan - A description of the jurisdiction's one-year plan of activities to be undertaken during the coming year.

The overall goal of this community development planning and development program is to develop viable urban communities by providing decent housing, a suitable living environment and expanded economic opportunities principally for low and moderate-income persons of the City of Sherman. Therefore, based on these objectives, the following use of funds is being proposed:

**COMMUNITY DEVELOPMENT PROGRAM ACTION PLAN
PROGRAM YEAR 2014**

OWNER-OCCUPIED HOUSING REHABILITATION:.....\$193,032

A program of specific housing repairs will be provided to low and moderate income homeowners who reside within the city limits of Sherman, to bring their properties to code requirements. Expenditures will be limited to \$5,000 per housing unit under this activity. This activity will cause no displacement of low and moderate income persons.

FIRST-TIME HOMEOWNERSHIP PROGRAM:..... \$5,000

A program, in cooperation with local lending institutions, to provide technical, educational and financial assistance to low and moderate income first-time homebuyers through a variety of services, including basic closing-cost assistance, at a maximum of \$2,000.

DEMOLITION/CLEARANCE PROGRAM:\$.....\$5,000

A program to demolish vacant, substandard structures and clear property lots which pose a risk to health/safety of low-moderate income target neighborhoods.

PROGRAM ADMINISTRATION:.....\$60,260

The City proposes to use the Administration funds for personnel and support for all phases of the application process, environmental reviews, fair labor standard compliance, contract management, fair housing Grantee Performance Report, preparation of annual Action Plan and Performance Report associated with the City of Sherman Five-Year Consolidated Plan and Strategy.

PUBLIC SERVICE ACTIVITIES:

Sherman Housing Authority:\$10,000

A program to address the problems of drug abuse and associated crime in public housing. Activities include increasing law enforcement services to stop the sell of illegal drugs in and around assisted housing, apprehend sellers of such drugs and an overall reduction of crime in the assisted housing area.

Texoma Area Paratransit System, Inc:\$17,500

A program that will provide transportation assistance to low and moderate income individuals who reside within the city limits of Sherman including transportation to and from work, to and from school, and to doctor and grocery trips for the elderly.

Grayson County Crisis Center:	\$3,000
A program of activities that will provide emergency assistance to homeless women and children of domestic violence, who at one time, resided within the city limits of Sherman.	
Grayson County Shelter, Inc.:	\$3,000
A program of activities that will provide emergency assistance to homeless individuals and families, who at one time, resided within the city limits of Sherman.	
Child & Family Guidance Center of Texoma:	\$2,000
A program to provide counseling services for family dysfunction, alcohol and substance abuse, domestic violence and sexual abuse for the low and moderate income Sherman residents.	
Boys & Girls Club of Sherman, Inc.:	\$1,530
A program to provide scholarships for the low and moderate income Sherman youth. Scholarship funding will provide the opportunity for low/moderate income youth to participate in organized sports activities that would not otherwise be able to participate.	
MasterKey Ministries of Grayson County, Inc.:	\$1,000
A Program to provide scholarships for an academic summer camp to improve academic skills for Sherman youth from low-moderate income families.	
TOTAL PROGRAM ALLOCATION:	\$301,322

The City of Sherman seeks, through the following program objectives, to improve housing conditions, neighborhood appearance, employment opportunities, and the overall quality of life for low and moderate-income citizens. No activities will be undertaken which cause involuntary displacement of persons.

CITY OF SHERMAN COMMUNITY DEVELOPMENT OBJECTIVES

Encourage citizen participation and input to obtain maximum public involvement in program activities.

Promote the rehabilitation and repair of deteriorating housing through the City's rehabilitation program.

Promote homeownership opportunities for low-moderate income persons through the City's First-time Homeownership closing cost assistance program.

Eliminate slum and blight through the removal of structures that create unsafe, unsanitary and hazardous situations for the public.

Promote drug elimination programs for low and moderate income assisted housing families/households.

Provide support for transportation assistance to low and moderate income persons.

Provide support for provision of emergency shelter/assistance to the homeless.

Assist in providing counseling services to youth and adults from low and moderate income families.

Assist in providing youth activities for children from low and moderate income families.

The Action Plan of Community Development Objectives and Projected Use of Funds for Program Year 2014 are available in the Community Development Office of the City of Sherman. Any citizen or agency interested in commenting on this Final Statement of Objectives is invited to submit written comments c/o Theresa Caudle, CD Coordinator, City of Sherman, P. O. Box 1106 Sherman, TX 75091-1106. Written comments must be received prior to 5:00 p.m. on Monday, July 7, 2014. A summary of comments received will be made a part of the summary of citizen participation of this Plan.



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. C. 6.

Meeting Date: 06/02/2014

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved By: George Olson, City Manager

Caption:

*** RESOLUTION NO. 5862**

Renewing Guidelines and Criteria for the City of Sherman's Industrial Tax Abatement Program to Promote Development/Redevelopment in Certain Areas of the City

Issue:

To renew the guidelines and criteria established for the City of Sherman's Industrial Tax Abatement Program

Background:

Tax Code, Chapter 312, Section 312.002 requires the City to renew its Industrial Tax Abatement Program guidelines and criteria every two years. The last renewal was approved at the June 4, 2012 Council meeting. This program, which began on July 18, 1988 with the City Council's adoption of Resolution No. 2455, is intended to promote industrial development and the creation of jobs. No changes are proposed to the current guidelines and criteria.

Origination:

Assistant City Manager/CFO

Financial Consideration:

There is no immediate impact to approving guidelines and criteria for the Industrial Tax Abatement Program. The impact of a particular abatement is judged when the abatement agreement is presented to the City Council.

Staff Recommendation:

The staff recommends that the City Council approve the resolution.

Alternatives:

The Council could decide not to participate in the Industrial Tax Abatement Program.

Attachments

Resolution No. 5862

RESOLUTION NO. 5862

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, RENEWING GUIDELINES AND CRITERIA FOR THE CITY OF SHERMAN'S INDUSTRIAL TAX ABATEMENT PROGRAM TO PROMOTE DEVELOPMENT/REDEVELOPMENT IN CERTAIN AREAS OF THE CITY; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, by Resolution No. 5676, passed and approved on June 4, 2012, the City of Sherman declared its eligibility and intention to participate in the Tax Abatement Program to promote development/redevelopment in certain areas of the City and adopted Tax Abatement Guidelines and Criteria for use in all Tax Abatement Programs; and

WHEREAS, the City of Sherman is required to renew the guidelines and criteria adopted for this program every two years;

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

SECTION 1. That the City Council of the City of Sherman, Texas, hereby renews the following Tax Abatement Guidelines and Criteria for use in all Tax Abatement Programs, as required by law:

CITY OF SHERMAN'S RENEWED TAX ABATEMENT GUIDELINES AND CRITERIA

1. A tax abatement agreement must be reasonably likely to contribute to the retention or expansion of primary employment or to attract a primary employer to make a major capital investment that will benefit the City of Sherman's economic development. Primary employers are those companies whose sales, service and shipments are ultimately used in statewide, national or international markets.
2. A tax abatement agreement will not be entered into where a company is only changing its location within Grayson County, without increasing the number of employees, significantly expanding the facilities, or unless failure to grant such abatement would mean the loss of the business operation in Grayson County.
3. Tax abatement agreements will be considered for both new facilities and structures and for the expansion or modernization of existing facilities and structures.
4. The City Council of the City of Sherman will approve or deny a tax abatement request

based upon the subjective evaluation of the following guidelines and criteria. The Council may consider any advisory recommendations received from the Tax Reinvestment Advisory Committee as it may choose:

- Employment Impact

How many jobs will be created by this project?

How many current jobs will be retained by this project?

What types of jobs will be created or retained?

What will the annual total payroll of the created and/or retained jobs be, in current dollars and projected for each of the next five years?

- Fiscal Impact

How much real and personal property will be added to the tax rolls, for each tax year covered by the abatement agreement?

What is the economic life to the additional property?

What effect will this project have on existing businesses or facilities?

What is the total budget for this project, projected for each year covered by the abatement agreement?

What capital expenditures will the project require of the City of Sherman?

- Community Impact

What effect would the project have on the local housing market?

Is the project compatible with existing long-range or comprehensive plans?

What is the environmental impact of the project?

SECTION 2. That these Renewed Tax Abatement Guidelines and Criteria shall be effective immediately upon the passage of this resolution.

SECTION 3. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of

said meeting was given as required by law.

PASSED AND APPROVED on this the ____ day of _____, 2014.

CITY OF SHERMAN, TEXAS

BY: _____
CAROLYN S. WACKER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

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



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. D. 1.

Meeting Date: 06/02/2014

Prepared By: Scott Shadden, Director of Developmental Services

Approved By: George Olson, City Manager

Caption:

*** OTHER BUSINESS**

Site Plan Approval for GlobiTech, Inc., Owners; Terry Kluesner, Representative; Chris Schmitt, Teague, Nall & Perkins, Engineers; and Pope Associates, Inc., Architects; under Ordinance No. 2252, Article IV, Section 410(2)(j) for a Chiller and Cooling Tower Addition, a Hydrogen Facility Addition and Paving Improvements for GlobiTech, Inc. in the Blalock Industrial Park District at 200 West FM 1417 (Heritage Parkway)

Issue:

Site Plan approval for a chiller and cooling tower addition, a hydrogen facility addition and paving improvements for GlobiTech, Inc., located at 200 West FM 1417 (Heritage Parkway) in the Blalock Industrial Park

Background:

The property is located at 200 West FM 1417 (Heritage Parkway), the southeast corner of FM 1417 (Heritage Parkway) and Howe Drive in the Blalock Industrial Park; GlobiTech is the tenant.

The proposed project includes building additions and site paving improvements at the Globitech facility. The purpose of the building addition is to house an additional chiller and cooling tower; the additional chiller is required to support HVAC and process cooling for additional EPI reactor capacity. Additional site improvements are also planned in the dock/chemical storage area, including paving improvements to better accommodate site ingress/egress, a new pad site for a Hydrogen facility addition, and a new sewer metering manhole as required by City permit. All of this is part of an \$18 million major expansion that will add 20 jobs.

Origination:

GlobiTech, Inc. (Owners)

Terry Kluesner (Representative)

Chris Schmitt, Teague, Nall & Perkins (Engineers)

Pope Associates, Inc. (Architects)

Financial Consideration:

None

Staff Recommendation:

At the regular meeting on May 20, 2014, the Planning and Zoning Board voted 7/0 to approve the Site Plan subject to the Staff Review Letter and forward the request to the City Council.

Alternatives:

The City Council could deny the request.

Attachments

Location Map

Zoning Map

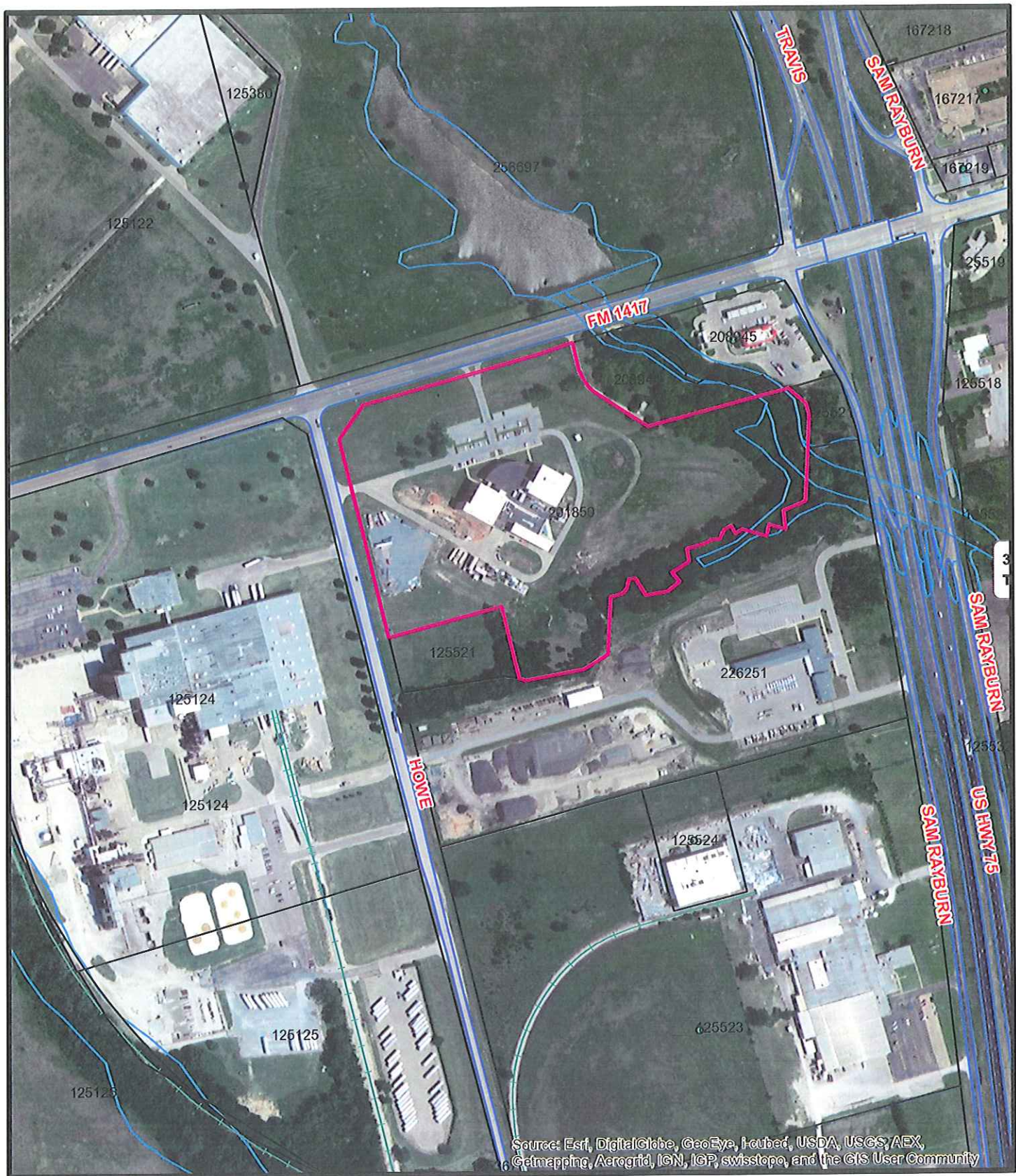
Zoning Photo

Site Plan

Elevations

P&Z Communication

Staff Review Letter



200 W FM 1417 (Heritage Parkway)

City of Sherman, Texas
Developmental Services Department

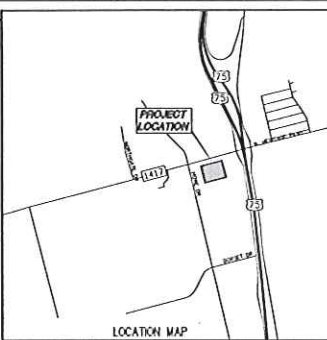
Sherman
CLASSIC TOWN. BROAD HORIZON.



1 inch = 427 feet

200 W. F.M. 1417






DUNHAM
Dunham Associates, Inc.
50 South Sixth Street / Suite 1100
Minneapolis, Minnesota 55402-1540
PHONE 812 465 7550
FAX 812 465 7551
WEB dunhameng.com
mechanical + electrical
consulting engineering
FIRM REGISTRATION # F-1115



CERTIFICATION

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

Signature _____
Name Electrical Engineer
Date 11/1/11
Registration Number 1111

This sheet may be a reduced copy. The bar above is 1" long on a full size sheet. Drawing scales apply to full size sheets.

SHEET TITLE

Sheet Number:
A-1

Project Number: 0415008-000-00

ARCHITECTS PROJECT NUMBER 27531-1434

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Sheet Number:
A-3

Project Number: 0415008-000-00

ARCHITECT'S PRELIMINARY
DRAWING 27533-3405

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

Agenda Item No. 8.

Meeting Date: 05/20/2014

Prepared by: Patsy Reeves, Developmental Services Admin Secretary

Approved by: Scott Shadden, Director of Development Services

Commissioners: Don Hicks, Chairman

Joe Gilbert, Vice-Chairman

Sam Thorpe, Commissioner

Brad Morgan, Commissioner

Ronnie Dutton, Commissioner

Ron Barton, Commissioner

Dr. Alan Scheibmeir, Commissioner

Ryan Michael Kreck, Commissioner

Andrew Olmstead, Commissioner

Requested Action/Proposed Use:

200 W. FM 1417 (HERITAGE PARKWAY)

The request of GlobiTech Inc. (Owners), Terry Kluesner (Representative), Chris Schmitt, Teague, Nall & Perkins (Engineers) and Pope Associates, Inc. (Architects) concerning the property located at 200 W. F.M. 1417 (Heritage Parkway), being Lot 1 in the Northgate Technology Park and in Tract 2 of the Blalock Industrial Park, as follows:

Planning and Zoning Commission

Site plan approval to Ordinance No. 2252 Article IV Section 410 (2) (j) for a chiller and cooling tower addition, a hydrogen facility addition and paving improvements in the Blalock Industrial Park.

Background:

The property is located at 200 W. FM 1417 (Heritage Parkway), the southeast corner of FM 1417 (Heritage Parkway) and Howe Drive in the Blalock Industrial Park; GlobiTech is the tenant. The proposed project includes building additions and site paving improvements at the Globitech facility. The purpose of the building addition is to house an additional chiller and cooling tower, the additional chiller is required to support HVAC and process cooling for additional EPI reactor capacity. Additional site improvements are also planned in the dock/chemical storage area including paving improvements to better accommodate site ingress/egress, a new pad site for a Hydrogen facility addition, and a new sewer metering manhole as required by city permit.

Adjacent Zoning:

Blalock Industrial Park

Origination:

GlobiTech Inc. (Owners)
Terry Kluesner (Representative)
Chris Schmitt, Teague, Nall & Perkins (Engineers)
Pope Associates, Inc. (Architects)

Master Plan Designation:

Business Park and Research – Business Park designation allows for compatibility with the use of the roadway and rail system for frequent truck and rail traffic. Industrial and office uses are the most appropriate and compatible land uses adjacent to a truck route and the state road and/or rail system. Typical tenants of a business park and research center include light industrial manufacturing, wholesaling, warehouse facilities, light assembly plants, research and development firms and distribution centers.

Number of notices mailed:

39

Objections Received:

0

Attachments

Location Map

Zoning Map

Zoning Photo

Site Plan

Elevations

Staff Review Letter

STAFF REVIEW LETTER

May 15, 2014

GlobiTech
Terry Kluesner
200 W. FM 1417
Sherman, TX 75092

TNP
Chris Schmitt, P.E.
17304 Preston Road, Ste. 1340
Dallas, TX 75252

Dear Applicants,

The request for approval site plan approval for a chiller and cooling tower addition, a hydrogen facility addition and paving improvements in the Blalock Industrial Park for the property located at 200 W. FM 1417 (Heritage Parkway) has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, May 20, 2014 at 5:00 P.M., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

Zoning:

1. All aspects of the Blalock Industrial Park Ordinance must be followed.
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal (903-892-7267).
3. Review the zoning and development ordinance for additional requirements.
4. Site plan approval is valid for a period of one year, if progress has not been made within that time period; resubmission to the Planning & Zoning Commission is required.

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

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

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

Respectfully,



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

CC: George Olson, City Manager
Mark Gibson, Director of Utilities
Clay Barnett, Dir. of Public Works and Engineering

Jamie Baggs, Fire Marshal
Brandon Shelby, City Attorney
Lisa Whitfield, Engineering & Development Coordinator



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. G. 1.

Meeting Date: 06/02/2014

Prepared By: Linda Ashby, City Clerk

Approved By: George Olson, City Manager

Caption:

APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS

(a) Civil Service Commission (2)

Issue:

James Lough and Keith Carlisle's terms on the Civil Service Commission expire on June 7, 2014. Both are eligible and do wish to serve another term. Mr. Lough's appointment would require confirmation by a 2/3 majority vote of the City Council. The City Manager is responsible for appointment of members to the Civil Service Commission, with confirmation by the City Council.

Background:

The Civil Service Commission makes provisions for open, competitive, and free examinations for Civil Service applicants; makes rules and regulations governing promotions; investigates disciplinary suspensions; and makes rules and regulations on efficiency ratings for all employees in the Civil Service classified service.

Origination:

The reappointments originated with the City Clerk's Office.

Financial Consideration:

There is no financial consideration.

Staff Recommendation:

It is recommended that the City Council confirm the City Manager's reappointments to the Civil Service Commission.

Alternatives:

The alternative is to delay confirmation of the City Manager's reappointments to the Civil Service Commission.

Attachments

Membership Roster

Fact Sheet

Applicant List

James Lough's Letter

Keith Carlisle's Letter

MEMBERSHIP ROSTER

CIVIL SERVICE COMMISSION

LENGTH OF TERMS: THREE YEARS-LGC143-006

MEMBER	DISTRICT	TERM BEGINS	TERM EXPIRES	TERMS	MEMBERSHIP REQUIREMENTS
Lee Salinas	4	A 9/3/2008	6/8/2010	1	See LGC 143.006
		R 6/8/2010	6/8/2013	2	
		R 6/8/2013	6/8/2016	3	
James Lough	4	A 6/7/2005	6/7/2008	1	
		R 6/7/2008	6/7/2011	2	
		R 6/7/2011	6/7/2014	3	
Keith Carlisle	4	A 6/7/2011	6/7/2014	1	

NOTE:

Chair:

CITY STAFF: Wayne Blackwell, Civil Service Director
Revised 6/4/2013

FACT SHEET

CIVIL SERVICE COMMISSION

Established by LOCAL GOVERNMENT CODE 143

1. Number of Members: THREE
2. Term of Appointment: THREE YEARS
3. Consecutive Term Rule: THREE YEARS
4. Qualifications for Membership: (1) Be of good moral character; (2) Be a United States citizen; (3) Be a resident of the municipality who has resided in the municipality for more than three years; (4) Be over 25 years of age; and (5) Not have held a public office within the preceding three years
5. Appointed by: CHIEF EXECUTIVE OFFICER (CITY MANAGER), CONFIRMED BY CITY COUNCIL
6. Board Organization

CHAIRPERSON E VICE CHAIRPERSON E SECRETARY _____

ELECTED _____ APPOINTED _____
7. Departmental Responsibility: DIRECTOR OF CIVIL SERVICE/PERSONNEL DIRECTOR
8. Meeting Date: JANUARY, MARCH, MAY, JULY, SEPTEMBER, NOVEMBER, AND SPECIAL MEETINGS AS CALLED
9. Attendance Requirements: REQUIRED

=====

PURPOSE:

To formulate standards and qualifications for each class or position in the classified service.

RESPONSIBILITIES:

To make provisions for open, competitive and free examinations for civil service applicants, to make rules and regulations governing promotions; to investigate disciplinary suspensions; to make rules and regulations on efficiency ratings for all employees in the civil service classified service.

APPLICANT LIST

Civil Service Commission

Positions Vacant 2

Applicant	Address	District	Qualifications
James Lough	622 W. Birge	4	Current Member; Wishes to be Reappointed
Keith Carlisle	2612 W. Cascade	4	Current Member; Wishes to be Reappointed

COMMENTS:

PUBLIC RECORDS DEPARTMENT

Phone No. (903) 892-7204

Fax No. (903) 892-7394

May 6, 2014

James Lough
622 W. Birge
Sherman, Texas 75092

RE: Civil Service Commission

Dear Mr. Lough:

Your term on the Civil Service Commission expires on June 7, 2014. You are eligible for reappointment to the Board. Please let me know whether or not you are interested in reappointment to this board by checking the appropriate statement at the bottom of this letter and returning a copy to me at the address below. If you have any questions or need additional information, please don't hesitate to contact me.

Best regards,

Linda Ashby
Linda Ashby
City Clerk

cc: George Olson, City Manager
Wayne Blackwell, Human Resources Director

☒

I do wish to be considered for reappointment to this board

☐

I do not wish to be considered for reappointment to this board

James Lough
Signature

5/7/14
Date

Please return to: City of Sherman
City Clerk's Office
P.O. Box 1106
Sherman, Texas 75091-1106



PUBLIC RECORDS DEPARTMENT

Phone No. (903) 892-7204

Fax No. (903) 892-7394

May 6, 2014

Keith Carlisle
2612 W. Cascade
Sherman, Texas 75092



RE: Civil Service Commission

Dear Mr. Carlisle:

Your term on the Civil Service Commission expires on June 7, 2014. You are eligible for reappointment to the Board. Please let me know whether or not you are interested in reappointment to this board by checking the appropriate statement at the bottom of this letter and returning a copy to me at the address below. If you have any questions or need additional information, please don't hesitate to contact me.

Best regards,

Linda Ashby
Linda Ashby
City Clerk

cc: George Olson, City Manager
Wayne Blackwell, Human Resources Director

☒

I do wish to be considered for reappointment to this board

☐

I do not wish to be considered for reappointment to this board

Keith Carlisle

Signature

5-22-2014

Date

Please return to: City of Sherman
City Clerk's Office
P.O. Box 1106
Sherman, Texas 75091-1106



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. L.

Meeting Date: 06/02/2014

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved By: George Olson, City Manager

Caption:

COUNCIL CALENDAR

Attachments

2014 Council Calendar

2014

JANUARY						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

FEBRUARY						
S	M	T	W	T	F	S
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MARCH						
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30	31					

APRIL						
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MAY						
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25	26	27	28	29	30	31

JUNE						
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29	30					

JULY						
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AUGUST						
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31						

SEPTEMBER						
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28	29	30				

OCTOBER						
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NOVEMBER						
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30						

DECEMBER						
S	M	T	W	T	F	S
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14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

1/17/2014	Joint Meeting w/SEDCO Board - Panda Tour - Cancelled
2/3/2014	Regular City Council Meeting - Cancelled
2/12/2014	Called Meeting for Informational Presentation
2/26/2014	Called Meeting for Informational Presentation
3/12/2014	Called Meeting for Informational Presentation
3/21/2014	Joint Meeting w/SEDCO Board - Panda Tour

3/26/2014	Called Meeting for Informational Presentation
4/18/2014	Called Budget Planning Meeting in Council Chambers
4/21/2014	Regular City Council Meeting - Cancelled
06/18-19/2014	Called Budget Workshop in Council Chambers
9/1/2014	Labor Day/Called Council Meeting on 09/02/2014