

**CITY OF SHERMAN
CITY COUNCIL REGULAR MEETING AGENDA
COUNCIL CHAMBERS OF THE CITY HALL
220 WEST MULBERRY STREET
SHERMAN, TEXAS
MONDAY, MAY 16, 2016
5:00 P.M.**

- A. 1. CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN**
- A. 2. PLEDGE OF ALLEGIANCE LED BY COUNCIL MEMBER TAMMY JOHNSON**
- A. 3. INVOCATION BY COUNCIL MEMBER TAMMY JOHNSON**
- A. 4. APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF MAY 2, 2016**

Proclamations

- B. 1. PROCLAMATION**
"Police Week" – May 15-21, 2016

Public Hearing

- C. 1. PUBLIC HEARING**
Conduct the Second Public Hearing Concerning the Annexation of a 0.777 Acre Tract of Land on Sistrunk Street, Adjacent to the Sherman City Limits and in the City of Sherman's Extra Territorial Jurisdiction
- C. 2. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5949**
Approving a Negotiated Settlement between the Atmos Cities Steering Committee ("ACSC") and Atmos Energy Corp., Mid-Tex Division, Regarding the Company's 2016 Rate Review Mechanism Filing; Declaring Existing Rates to be Unreasonable; Adopting Tariffs that Reflect Rate Adjustments Consistent with the Negotiated Settlement; Finding the Rates to be Set by the Settlement Tariffs to be Just and Reasonable and in the Public Interest; Requiring the Company to Reimburse ACSC's Reasonable Ratemaking Expenses; Declaring an Effective Date; Requiring Delivery of this Ordinance to the Company and the ACSC's Legal Counsel

- C. 3. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5950**
Amending Section 8, Subsection (5)(a), Ordinance No. 2280, so as to Grant a Specific Use Permit to Allow Automobile Sales in a C-1 (Retail Business) District at 917 North Travis Street, being 0.58 acres in the J.B. McAnair Survey, Abstract No. 763 (Steven Jordan, Owner; Debbie Hudnall, Representative; and Sartin and Associates, Surveyor); Providing that this Specific Use Permit Shall be Granted Subject to Certain Conditions; Providing a Penalty Not to Exceed \$2,000.00

Close Public Hearing and Consider Adoption of Ordinances

- C. 4. ADOPTION OF ORDINANCES**
Consider Adoption of Ordinance Numbers: 5949 and 5950
- C. 5. CONSENT AGENDA**
Asterisked (*) items are considered to be routine and will be enacted in one motion without discussion unless a Council Member or a citizen requests a specific item be discussed and voted on separately

Resolutions

- D. 1. RESOLUTION NO. 6080**
Renewing Guidelines and Criteria for the City of Sherman's Industrial and Commercial Tax Abatement Program to Promote Development/Redevelopment in Certain Areas of the City
- D. 2. RESOLUTION NO. 6081**
Awarding a Bid to and Authorizing Execution of a Contract with Vessels Construction, A Division of VesCor, Inc., for the Loy Lake Road Reconstruction Project
- D. 3. RESOLUTION NO. 6082**
Authorizing Execution of a Professional Services Agreement with Kimley-Horn and Associates, Inc. for the Engineering Design of the Washington Street/Taylor Street Project
- D. 4. RESOLUTION NO. 6083**
Authorizing Execution of an Interlocal Agreement between the City of Sherman and the City of Denison for an Engineering Analysis and Report for Hydrologic and Hydraulic Modeling of the Ellsworth Branch and Tributary 1 to the Ellsworth Branch
- D. 5. RESOLUTION NO. 6084**
Approving the Greater Texoma Utility Authority's Intention to Contract with Lynn Vessels Construction, LLC for Construction of the Sears Lift Station Relief Sewer
- D. 6. RESOLUTION NO. 6085**
Authorizing Execution of a Developer's Agreement with Zakiah US, LLC % GEES, Inc. for the Construction of Public Facilities in Pebblebrook South Phase II, an 8.6-Acre Subdivision South of Park Street along Southridge Lane in the City of Sherman

D. 7. * RESOLUTION NO. 6086

Authorizing Execution of an Agreement with Heriberto Garcia for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 2026 South Montgomery Street

Change Orders

E. 1. CHANGE ORDER NO. 1

The Erosion Protection for Fallon Bridge and Kessler Boulevard Project; Ark Contracting Services, LLC; \$179,073.84 Increase

Other Business

F. 1. OTHER BUSINESS

Receive the Sherman Police Department's Presentation on a Cooperative Public Service Announcement Program with Grayson College

F. 2. OTHER BUSINESS

Consider Request of the 2016 Neighborhood Recreational Committee to Temporarily Close Certain Streets for the Annual "Juneteenth Celebration" on Saturday, June 18, 2016

F. 3. * OTHER BUSINESS

Final Plat Approval of Debbie's Addition, being 0.58 acres in the J.B. McAnair Survey, Abstract No. 763; Steven Jordan, Owner; Debbie Hudnall, Representative; and Sartin and Associates, Inc., Surveyor (917 North Travis Street)

F. 4. * OTHER BUSINESS

Final Plat Approval of Jaramillo Addition, being 2.787 acres in the G.B. Pilant Survey, Abstract No. 963; Angel Jaramillo and Martha Lopez, Owners; and Cox Land Surveying Company, Surveyor (1021 East Lake Street)

F. 5. * OTHER BUSINESS

Special Consideration to Ordinance No. 2684, Section 10, Subsection 10.02.005 (f)(2) to Allow a Joint Access Gravel Driveway in Lieu of the Required Approved Hard Surface Private Access Drive in an R-1 (One Family Residential) District, being 10.136 acres in the William Martin Survey, Abstract No. 765; Stephen and Cernelia Blazo and Charles and Molly Trowbridge, Owners; and David Fite Surveying, Surveyor (4617 Farmington Road)

G. CITIZEN REQUESTS

H. MEDIA QUESTIONS

I. COUNCIL COMMENTS

Executive Session

J. 1. EXECUTIVE SESSION

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

- | | |
|-----------------|--|
| Section 551.072 | Deliberation Regarding Real Property:
(a) Deliberate the Purchase, Exchange, Lease, or Value of Real Property |
| Section 551.074 | Personnel Matters:
(a) Consider the Qualifications, Appointment and Removal of Members to Boards and Commissions:
(1) Sherman Housing Authority (2) |
| Section 551.087 | Deliberation Regarding Economic Development Negotiations:
(a) Deliberate Regarding Commercial or Financial Information that the City has Received from a Business Prospect and Deliberate any Offers or Incentives to the Business Prospect |

The Council reconvenes into General Session

K. 1. OPEN MEETING

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

L. ADJOURNMENT

COUNCIL CALENDAR

CERTIFICATION

I, the undersigned authority, do hereby certify that the above Notice of Regular Meeting of the City Council of the City of Sherman is a true and correct copy of said Notice and that I posted a true and correct copy of said Notice on the bulletin board at City Hall of said City of Sherman, Texas, a place convenient to the public, and said notice was posted on May 12, 2016 at 4:00 p.m., and said time of posting was 72 hours before said meeting was convened or called to order.

Dated this 12th day of May, 2016
City of Sherman, Texas

City Clerk

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

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

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

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

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

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

Mayor

David Plyler

Deputy Mayor

Jason Sofey

Council Members

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

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

Lawrence Davis, Council – District #1

Terrence R. Steele, Council – District #2

Tom Watt, Council – District #3

Tammy Johnson, Council – District #4



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. A. 4.

Meeting Date: 05/16/2016

Prepared By: Linda Ashby, City Clerk

Approved By: Robby Hefton, City Manager

Caption:

APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF MAY 2, 2016

Attachments

May 2, 2016

May 2, 2016

MEMBERS PRESENT: MAYOR DAVID PLYLER; DEPUTY MAYOR JASON SOFEY. COUNCIL MEMBERS COUCH, DAVIS, JOHNSON, STEELE, WATT.

CALL TO ORDER

CALL TO ORDER

APPROVE MINUTES

PROCLAMATION

**MENTAL HEALTH
AWARENESS MONTH
(MAY 2016)**

Ms. Redden said the Texoma Community Center, formally Mental Health Mental Retardation, provides services to approximately 1,700 individuals in Grayson County each year. Services are provided from “cradle to grave.”

“MOTORCYCLE SAFETY AND AWARENESS MONTH” – MAY 2016

**MOTORCYCLE
SAFETY &
AWARENESS MONTH
(MAY 2016)**

1

each other. In 2014, there was a 2% increase in fatalities in Texas and this year, by all indications, he said fatalities for all motorists will increase by the highest percentage in 50 years.

Mr. Dodson said distracted driving is becoming a major contributor to fatality accidents and 27% of fatal accidents involve cell phones. He also recognized the effect that proactive cities have and how approving these proclamations help make citizens aware of motorcycle safety.

PUBLIC HEARING

CONDUCT THE FIRST PUBLIC HEARING CONCERNING THE ANNEXATION OF A 0.777 ACRE TRACT OF LAND ON SISTRUNK STREET, ADJACENT TO THE SHERMAN CITY LIMITS AND IN THE CITY OF SHERMAN'S EXTRA TERRITORIAL JURISDICTION

ANNEXATION
4798 SISTRUNK ST.

Mayor Plyler introduced the first public hearing on the proposed annexation of a 0.777 acre tract of land on Sistrunk Street.

Robby Hefton, City Manager, said the property owner requested annexation because he is in need of City water services. The water system he was previously on is going out of business.

No citizens appeared before the City Council to discuss the annexation of a 0.777 acre tract of land on Sistrunk Street.

The Public Hearing was closed.

CONSENT AGENDA

CONSENT AGENDA

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

RESOLUTIONS

RESOLUTION NO. 6076 – EXPRESSING SUPPORT FOR THE CONSTRUCTION OF A KROGER MARKETPLACE IN SHERMAN, GRAYSON COUNTY, TEXAS

RES 6076
KROGER
MARKETPLACE

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, EXPRESSING SUPPORT FOR THE CONSTRUCTION OF A KROGER MARKETPLACE IN SHERMAN, GRAYSON COUNTY, TEXAS.

Mr. Hefton said the Tax Reinvestment Committee reconvened a couple of weeks ago to consider an incentive for the proposed Kroger Marketplace, to be located on Travis and Taylor Streets and on the South Service Road of Hwy 75.

The project is a great proposed project and would include over \$20 million in taxable investment to the City of Sherman, in property taxes. There would be another

significant amount in sales tax and water usage fees. The project is a competitive project and Kroger representatives meet annually to determine which projects will be approved.

Kroger has requested that the City approve a Resolution of Support to submit to their Capital Committee, which is the group that approves the projects. The Tax Reinvestment Committee has also submitted a Letter of Intent in support of the project. This resolution will express the entire City Council's support for the project.

Mr. Hefton said the City expects to hear a decision from Kroger by the end of May, as to whether or not the Sherman project will move forward.

ACTION TAKEN.

Motion by Deputy Mayor Sofey to approve Resolution No. 6076, as presented. Second by Council Member Davis.

VOTING AYE: Plyler, Couch, Davis, Johnson, Sofey, Steele, Watt.

VOTING NAY: None.

MOTION CARRIED.

RESOLUTION NO. 6077 – AUTHORIZING THE EARLY TURNOVER OF DELINQUENT 2016 BUSINESS PERSONAL PROPERTY ACCOUNTS BEGINNING ON APRIL 1, 2017, AS AUTHORIZED BY SECTION 6.30 AND SECTION 33.11 OF THE TEXAS TAX CODE

RES 6077
DELINQUENT
BUSINESS
PROPERTY TAX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE EARLY TURNOVER OF DELINQUENT 2016 BUSINESS PERSONAL PROPERTY ACCOUNTS BEGINNING ON APRIL 1, 2017, AS AUTHORIZED BY SECTION 6.30 AND SECTION 33.11 OF THE TEXAS TAX CODE.

Bruce Stidham, Grayson County Tax Assessor-Collector, said the proposed Resolution would authorize the early turnover of business personal property delinquent accounts. All property, real or personal, becomes delinquent on February 1 of each year. Currently all delinquent accounts, both business and personal, are turned over to the tax attorneys on July 1. The attorneys then begin to "work" those accounts.

The Texas Legislature passed a measure to allow for the early turnover of the delinquent business accounts. These accounts are more difficult to collect. Mr. Stidham said they would not go in and immediately seize property. This resolution would allow the attorneys a three month "window" to start the collection process with businesses. Then, after July, the attorneys would spend their time on the real property.

He said there are not a lot of delinquent business accounts, and last year it was estimated that the interest the City

would be losing would be about \$700. Since not all the delinquent accounts would be collected, the City would probably only lose about \$200 to \$300 in interest.

Mr. Stidham said, so far the measure has been enacted by about half of the 254 Counties in Texas.

Mr. Hefton verified that there are approximately 30 taxing entities in Grayson County and the measure does not have to be approved by each taxing entity to become effective. Some Counties require all the taxing entities to approve the measure and some Counties only require some of them to approve.

ACTION TAKEN.

Motion by Council Member Watt to approve Resolution No. 6077, as presented. Second by Council Member Couch.

VOTING AYE: Couch, Davis, Johnson, Sofey, Steele, Watt.

VOTING NAY: None.

MOTION CARRIED.

RESOLUTION NO. 6078 – ABANDONING A FIFTEEN FOOT (15') CITY DRAINAGE AND UTILITY EASEMENT LOCATED ON LOT 4, BLOCK B OF THE NORTH HAVEN ADDITION TO THE CITY OF SHERMAN, TEXAS, WHICH PLAT IS RECORDED IN VOLUME 18, PAGES 171-172 OF THE PLAT RECORDS OF GRAYSON COUNTY, TEXAS

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, ABANDONING A FIFTEEN FOOT (15') CITY DRAINAGE AND UTILITY EASEMENT LOCATED ON LOT 4, BLOCK B OF THE NORTH HAVEN ADDITION TO THE CITY OF SHERMAN, TEXAS, WHICH PLAT IS RECORDED IN VOLUME 18, PAGES 171-172 OF THE PLAT RECORDS OF GRAYSON COUNTY, TEXAS.

CONSENT AGENDA.

RES 6078
ABANDONING A
15' DRAINAGE &
UTILITY EASEMENT
(NORTH HAVEN
ADDITION)

RESOLUTION NO. 6079 – AWARDING A BID TO AND AUTHORIZING EXECUTION OF AN AGREEMENT WITH JOSH WILLEFORD FOR AN AGRICULTURAL LEASE AT THE SHERMAN WASTEWATER TREATMENT PLANT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF AN AGREEMENT WITH JOSH WILLEFORD FOR AN AGRICULTURAL LEASE AT THE SHERMAN WASTEWATER TREATMENT PLANT.

CONSENT AGENDA.

RES 6079
AGRICULTURAL
LEASE AT WWTP

OTHER BUSINESS

CONSIDER REQUEST OF THE SHERMAN TOURISM/MAIN STREET MANAGER TO TEMPORARILY CLOSE CERTAIN STREETS AND USE CERTAIN CITY FACILITIES AND SERVICES FOR THE "34TH ANNUAL SHERMAN AUTUMN AND ARTS FEST" ON SATURDAY, SEPTEMBER 17, 2016

Sarah McRae, Tourism/Main Street Manager, asked the City Council to approve the request to temporarily close certain

CLOSE STREETS
FOR ANNUAL
AUTUMN & ARTS FEST
(SEPT. 17, 2016)

COUNCIL MINUTES – MAY 2, 2016

streets and use City facilities and services for the “34th Annual Sherman Autumn and Arts Fest” on September 17, 2016.

She said they would like to reserve the Municipal Building Grounds, Ballroom, and Auditorium, as well as all the tables and chairs, from September 14 through September 17, 2016. The event and races will also include street closings and will need support from the Police Department and the Street Department.

Ms. McRae said the event will return to the Municipal Building Grounds instead of being held along Mulberry Street, as it was last year.

ACTION TAKEN.

Motion by Deputy Mayor Sofey to approve the request to temporarily close certain streets and use City facilities for the “24th Annual Sherman Autumn and Arts Fest” on September 17, 2016, as presented. Second by Council Member Johnson.

VOTING AYE: Couch, Davis, Johnson, Sofey, Steele, Watt.

VOTING NAY: None.

MOTION CARRIED.

CITIZENS REQUESTS

There were no citizens requests.

CITIZENS REQUESTS

MEDIA QUESTIONS

There were no media questions.

MEDIA QUESTIONS

**APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO
BOARDS AND COMMISSIONS**

PARKS AND RECREATION ADVISORY BOARD (2)

ACTION TAKEN.

Motion by Council Member Couch to appoint Sholden Daniels and Sarah Pierce to the Parks and Recreation Advisory Board, for a term from May 3, 2016 to May 3, 2018. Second by Council Member Steele.

VOTING AYE: Couch, Davis, Johnson, Sofey, Steele, Watt.

VOTING NAY: None.

MOTION CARRIED.

**PARKS & REC
BOARD**

COUNCIL COMMENTS

TEXAS FIRST LADY VISIT TO SHERMAN

Council Member Johnson reminded citizens that Texas First Lady Cecilia Abbott will be in Sherman on May 4, 2016, for the Main Street Dedication Ceremony.

**TEXAS FIRST LADY
VISIT TO SHERMAN**

KROGER MARKETPLACE

Deputy Mayor Sofey said he was excited that the Kroger Marketplace might come to Sherman. He said it was a nice, upscale grocery store and a company that has already been in Sherman a long time.

**KROGER
MARKETPLACE**

JOINT MEETING WITH THE SHERMAN INDEPENDENT SCHOOL DISTRICT

Council Member Davis said he was out of town when the Joint Meeting was held with the School Board, but he recently toured the High School and the Administration Building and met a lot of talented students. He said there is a lot of good things going on at Sherman High School.

KROGER MARKETPLACE

Council Member Steele said he hoped the Kroger Marketplace project would be approved for Sherman. He added that the Kroger Pharmacy in Sherman does the most business at any of their pharmacies in Texas. They plan to hire at least 100 additional employees if the project is approved.

PARKS AND RECREATION “TOUCH A TRUCK”

Council Member Couch commended the Parks and Recreation Department for their recent “Touch a Truck” event at Pecan Grove Park. He said it was great to see all the City equipment and to realize the diverse things that the City is capable of. He said there were a lot of excited children, but also a lot of excited parents.

ANNOUNCEMENTS

Mayor Plyler announced the following:

- On Wednesday, May 4, 2016, First Lady Cecilia Abbott will appear on the Court House Square for the formal dedication ceremony of Sherman’s new Main Street Program. A reception will be held afterwards at Old Iron Post Restaurant.
- On Thursday, May 5, 2016, from 6:30 to 8:00 p.m., the Parks and Recreation Department will hold a Community Input Meeting to help craft the Department’s Master Plan. Citizens are encouraged to attend and provide input on the future of Parks and Recreation in Sherman.
- On Friday, May 6, 2016, at 8:00 a.m., Coffee with the Mayor will be held at Women Rock. Fire Chief Danny Jones will be the special guest speaker.
- On Saturday, May 7, 2016, Downtown Sherman Preservation and Revitalization will hold a “Color Sherman” fundraiser at 903 Brewers. Money will be raised for additional crepe myrtles downtown.

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

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

JOINT MEETING
WITH SISD

KROGER
MARKETPLACE

PARKS & REC
“TOUCH A TRUCK”

ANNOUNCEMENTS

EXECUTIVE SESSION

COUNCIL MINUTES – MAY 2, 2016

SECTION 551.087

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

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

On Motion duly made and carried, the Executive Session recessed at 6:44 p.m. and reconvened in Open Meeting.

OPEN MEETING

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

OPEN MEETING

ADJOURNMENT

On Motion duly made and carried, the meeting adjourned at 6:45 p.m.

ADJOURNMENT

MAYOR

CITY CLERK



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. B. 1.

Meeting Date: 05/16/2016

Prepared By: Otis Henry, Police Chief

Approved By: Robby Hefton, City Manager

Caption:

PROCLAMATION

"Police Week" – May 15-21, 2016

Issue:

To designate May 15-21, 2016 as "Police Week" in honor of the dedicated police officers who protect our citizens, enforce our laws, and keep our neighborhoods safe. In conjunction with this week, Congress and the President also designate May 15th as "Peace Officers' Memorial Day" to honor the service and sacrifice of those law enforcement officers killed in the line of duty while protecting our communities and safeguarding our democracy.

Background:

Each year during "Police Week", a special day is designated as "Peace Officers' Memorial Day." The week is set aside to honor our law enforcement officers who currently serve on the front lines of the battle against crime; and the specific day pays tribute to the law enforcement officers who have made the ultimate sacrifice for their communities.

Origination:

The request originated with the Sherman Police Department.

Financial Consideration:

There is no financial consideration to the City.

Staff Recommendation:

It is the recommendation of the staff to present a proclamation designating May 15-21, 2016 as "Police Week" in the City of Sherman and to recognize May 15, 2016 as "Peace Officers' Memorial Day."

Alternatives:

The Council could choose not to present the proclamation.

Attachments

"Police Week" Proclamation



Proclamation

WHEREAS, the Congress and President of the United States have designated the 15th day of May as "Peace Officers' Memorial Day", and the week in which it falls as "Police Week," and

WHEREAS, there are approximately 900,000 law enforcement officers serving in communities across the United States, and

WHEREAS, there have been 15,725 assaults against law enforcement officers in 2014, resulting in approximately 13,824 injuries, and

WHEREAS, since the first recorded death in 1791, more than 20,000 law enforcement officers in the United States have made the ultimate sacrifice and been killed in the line of duty, including Sherman City Marshal Samuel D. Ball on February 2, 1880, and Sherman Police Sergeant A.C. Arnold on December 23, 1969, and

WHEREAS, the dedicated members of the Sherman Police Department play an essential role in safeguarding the rights and freedom of the citizens of Sherman, and

WHEREAS, every day, officers of our Sherman Police Department work tirelessly to protect our citizens, enforce our laws, and keep our neighborhoods safe. They report for duty knowing full well the dangers they face and the sacrifices they may be called upon to make. During this special week, we pay tribute to the thousands of men and women who serve us with extraordinary bravery, and we remember the heroes who have laid down their lives in pursuit of a safer, more just society, and

WHEREAS, it is important that all citizens know and understand the problems, duties, and responsibilities of their Police Department, and that members of our department recognize their duty to serve the people by safeguarding life and property, by protecting them against violence or disorder, and by protecting the innocent against deception and the weak against oppression or intimidation.

NOW THEREFORE, I, David Plyler, Mayor of the City of Sherman, Texas, by the authority vested in me, do hereby proclaim May 15 through 21, 2016 as

POLICE WEEK

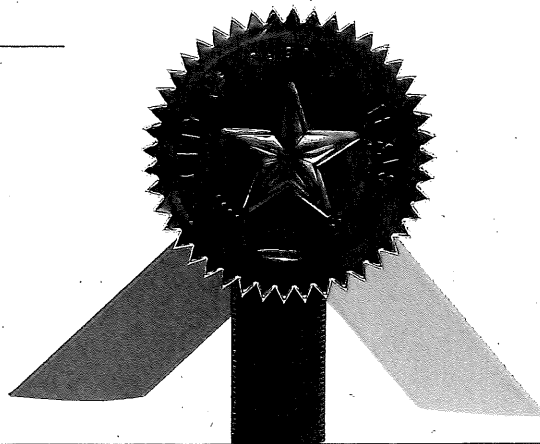
in the City of Sherman and encourage all citizens to observe May 15, 2016 as "Peace Officers' Memorial Day" in honor of those law enforcement officers who, through their courageous deeds, have made the ultimate sacrifice in service to their community or have become disabled in the performance of duty. Let us also recognize and pay respect to the survivors of our fallen heroes.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Sherman to be affixed, this the 16th day of May, 2016.

Mayor

ATTEST:

Linda Ashby
City Clerk





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. C. 1.

Meeting Date: 05/16/2016

Prepared By: Brandon Shelby, City Attorney

Approved By: Robby Hefton, City Manager

Caption:

PUBLIC HEARING

Conduct the Second Public Hearing Concerning the Annexation of a 0.777 Acre Tract of Land on Sistrunk Street, Adjacent to the Sherman City Limits and in the City of Sherman's Extra Territorial Jurisdiction

Issue:

To conduct the second public hearing concerning the annexation of a 0.777 acre tract of land on Sistrunk Street, north of Hilltop Drive, east of Texoma Parkway, south of Fallon Drive, adjacent to the Sherman City Limits, and in the City's extra territorial jurisdiction (ETJ), in accordance with state law and the City Charter

Background:

It is the City's intention to annex specifically identified individual areas in the City's ETJ, in accordance with state law and the City Charter. At its April 4th meeting, the City Council approved the schedule for annexation of this property, which set the May 2nd public hearing, this second public hearing for the May 16th regular Council meeting, and introduction and adoption of the Ordinance to annex the subject property at the June 6th regular Council meeting.

The first public hearing was held on May 2nd, as scheduled, with no public comments received.

Origination:

Property Owner Arden Tocquigny

Financial Consideration:

The additional property taxes raised from this annexation are estimated at about \$150 annually, which approximates the estimated costs associated with providing general City services.

Staff Recommendation:

It is recommended that the City Council conduct its second public hearing concerning the possible annexation of this property.

Alternatives:

As directed by the City Council

Attachments

Request for Annexation

Annexation Schedule

Surveyor's Field Notes

Municipal Service Plan

Location Map

RECEIVED
MAR 21 2016

Feb. 1, 2016

BY:

Robbie Hefton
City of Sherman
Sherman Tx. 75090

Mr. Hefton,

I request that my property at the north end of Sistrunk St. be annexed into the city of Sherman for the purpose of obtaining city water service.

The legal description of property is:

Hilltop Estate S/D

Block 1, Lot 1 & 2 & N 60' 4"

MH Label # RAD 0121218

Respectfully,

Arden Tocquigny

Arden Tocquigny
4748 Sistrunk St.

Sherman, Tx. 75090

ANNEXATION SCHEDULING PLAN

Annexation of 0.777 Acres of Land Adjacent to the City Limits on the North End of Sistrunk Street, Being More Specifically Described as: Hilltop Estate S/D, Block 1, Lots 1 & 2, & North 60 feet 4, MH Label # RAD0121218

Wednesday, April 20, 2016.....	Send written notice to property owners in the area to be annexed, public or private entities that provide services in that area, and any railroads with a right of way in the area to be annexed. The Department of Engineering Services will prepare a service plan that details the specific Municipal Services that will be provided to the area after it is annexed.
Thursday, April 21, 2016.....	Post notice on City's website, newspaper and City Hall for City Council's 1 st Public Hearing on intent to annex. Send written notice to each public school district in the area to be annexed. Send by certified mail a second written notice to any railroads with a right of way in the area to be annexed. Obtain required affidavit of publication from newspaper.
Thursday, April 28, 2016.....	Post notice of 1 st Public Hearing under the Open Meetings Act.
Monday, May 2, 2016.....	City Council's 1 st Public Hearing on intent to annex and service plan.* (Regular Council Meeting)
Thursday, May 5, 2016	Post notice on City's website, newspaper and City Hall for City Council's 2 nd Public Hearing on intent to annex. Obtain required affidavit of publication from newspaper.
Thursday, May 12, 2016.....	Post notice of 2 nd Public Hearing under the Open Meetings Act.
Monday, May 16, 2016.....	City Council's 2 nd Public Hearing on intent to annex and service plan.* (Regular Council Meeting)
Thursday, June 2, 2016.....	Post notice on City's website, newspaper and City Hall for introduction of annexation ordinance and adoption of the ordinance. Posting will also be in compliance with the Open Meetings Act.*
Monday, June 6, 2016.....	City Council Public Hearing for introduction and consideration of adoption of annexation ordinance.* (Regular Council Meeting)

* If more than twenty (20) adults who are residents of the area to be annexed protest within ten (10) days of the notice by publication, then one (1) of the public hearings must be held in the area to be annexed.



Situated in the County of Grayson, State of Texas being Lots 1, 2 and the north 60 feet of Lot 4, Block 1, Hilltop Estates Subdivision, an addition to Grayson County as recorded in Volume 662, Page 379, Deed Records, Grayson County, Texas, also being those tract of land conveyed to Arden M. Tocquigny as recorded in Volume 2567, Page 110 and Volume 1928, Page 276, Deed Records, Grayson County, Texas and being described by metes and bounds as follows:

Beginning at the northwest corner of said Lot 1, said corner also being in the south line of Tract 2 as conveyed to Southwestern Baptist Theological in Warranty Deed recorded in Volume 5467, Page 776 of said deed records;

Thence South $88^{\circ}54'28''$ East with the south line of said Tract 2 and the north line said Lot 1 and continuing with the north line of said Lot 2 a distance of 168.14 feet to the northeast corner of said Lot 2;

Thence South $01^{\circ}27'48''$ West with the east line of said Lot 2, passing its southeast corner at a distance of 138.34 feet, continuing with the east line of said Lot 4 a total distance of 198.34 feet to a point;

Thence North $88^{\circ}44'50''$ West a distance of 120.72 feet to a point in the west line of said Lot 4;

Thence North $10^{\circ}43'40''$ East with said west line a distance of 60.83 feet to a point, the common corner of Lots 1,2,3 and 4 of said Block 1;

Thence North $88^{\circ}44'50''$ West with the south line of said Lot 1, a distance of 110.64 feet to the southwest corner of said Lot 1;

Thence North $22^{\circ}37'08''$ East with the west line of said Lot 1, a distance of 148.05 feet to a point to the Point of Beginning and containing 0.777 acres of land.

**City of Sherman
Municipal Service Plan
4798 Sistrunk St.**

INTRODUCTION:

The annexation is the site of 4798 Sistrunk St. lying adjacent to the City of Sherman existing city limits.

This annexation is a step in the process of providing for the orderly growth and development of the City, to protect the City from substandard development and to provide for the enlargement of the city limits by including developments and improvements that are logically a part of the City and receive city utilities.

MUNICIPAL SERVICES TO BE PROVIDED:

POLICE PROTECTION: Patrolling, radio responses to calls, and other routine police services, using present personnel and equipment will be provided on the effective date of annexation.

FIRE PROTECTION: Fire protection by the present personnel and equipment of the fire fighting force will be provided on the effective date of annexation.

SOLID WASTE: The same solid waste collection and disposal service now provided within the City of Sherman will be extended to the annexed area on the effective date of annexation.

BULK WASTE PICKUP: Free monthly bulk trash and brush pickup would be available on the effective date of annexation.

STREETS AND BRIDGES: All roads shall be accepted in current as-is conditions and shall be maintained by City of Sherman. Any future streets or improvements will be developed by the standard provisions of the Developer's Ordinance with future maintenance by the City of Sherman. Street lighting will be established according to city guidelines.

PARKS: No public parks exist in the area to be annexed.

CONSTRUCTION INSPECTIONS: Building inspection activities will be available upon annexation.

ENVIRONMENTAL HEALTH AND HEALTH CODE ENFORCEMENT: Enforcement of the City's environmental health ordinances and regulations shall be provided within this area on the effective date of the annexation ordinance.

ANIMAL CONTROL: Animal control services will be provided by the City on the effective date of annexation.

PLANNING AND ZONING: The Planning and Zoning jurisdiction of the City will extend to this area on the effective date of this annexation. All areas will be annexed as an R-A on the effective date of the annexation ordinance.

CAPITAL IMPROVEMENTS:

WATER SERVICE: Upon completion of the annexation, the City of Sherman will provide water services to property.

SEWER SERVICE: All properties within the annexation area are served by individual and privately owned septic systems. Therefore, the City of Sherman will not provide sewer services to this area.



Sherman

ENGINEERING DEPT.
220 W. MULBERRY
SHERMAN, TX 75090



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. C. 2.

Meeting Date: 05/16/2016

Prepared By: Brandon Shelby, City Attorney

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5949

Approving a Negotiated Settlement between the Atmos Cities Steering Committee ("ACSC") and Atmos Energy Corp., Mid-Tex Division, Regarding the Company's 2016 Rate Review Mechanism Filing; Declaring Existing Rates to be Unreasonable; Adopting Tariffs that Reflect Rate Adjustments Consistent with the Negotiated Settlement; Finding the Rates to be Set by the Settlement Tariffs to be Just and Reasonable and in the Public Interest; Requiring the Company to Reimburse ACSC's Reasonable Ratemaking Expenses; Declaring an Effective Date; Requiring Delivery of this Ordinance to the Company and the ACSC's Legal Counsel

Issue:

Ratification of a Negotiated Settlement between Atmos Cities Steering Committee ("ACSC") and Atmos Energy Corp., Mid-Tex Division ("Atmos Mid-Tex" or "Company")

Background:

The Rate Review Mechanism ("RRM") tariff was approved by ACSC Cities as part of the settlement agreement to resolve the Atmos Mid-Tex 2007 system-wide rate filing at the Railroad Commission. The RRM allows cities to conduct a more comprehensive review of all of the information regarding changes to Atmos's revenues and expenses, as well as its invested capital. In early 2013, the City adopted a renewed RRM tariff for an additional five years. ACSC and Atmos have reached a negotiated resolution addressing Atmos's fourth filing (the 2016 RRM rate increases) pursuant to the renewed RRM tariff.

The Ordinance reflects a negotiated settlement of Atmos's 2016 RRM filing, a rate increase of \$29.9 million, approximately \$11 million less than what the Company would have been entitled to receive under the Gas Reliability Infrastructure Program ("GRIP"), the statute that allows Atmos to bypass the City's rate regulatory authority to increase its rates annually to recover capital investments. The settlement also produces a result that is better than what would have been expected if the Company had appealed its case to the Railroad Commission. The Ordinance includes the new tariffs (Attachment A), proof of revenues (Attachment B), and a spreadsheet establishing a baseline for pensions for the next RRM filing (Attachment C).

The ACSC General Counsel recommends the City adopt the proposed ordinance approving the negotiated settlement agreement resolving the 2016 RRM filing and implementing the rate changes to take effect June 1, 2016.

Origination:

Geoffrey M. Gay, General Counsel to the ACSC, at Lloyd Gosselink Rochelle & Townsend, P.C.

Financial Consideration:

Approval of this ordinance will result in rates that implement a \$29.9 million increase in Atmos's revenues effective June 1, 2016, and a monthly increase of \$1.26, or about 2.4%, for the average residential customer.

Staff Recommendation:

It is recommended that the City Council adopt the ordinance and approve the Negotiated Settlement with Atmos Mid-Tex.

Alternatives:

As the ACSC Negotiation Team has negotiated the most beneficial settlement, no other alternatives are recommended.

Attachments

Ordinance No. 5949

Attachments to Ordinance

Staff Report

ORDINANCE NO. 5949

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPROVING A NEGOTIATED SETTLEMENT BETWEEN THE ATMOS CITIES STEERING COMMITTEE (“ACSC”) AND ATMOS ENERGY CORP., MID-TEX DIVISION, REGARDING THE COMPANY’S 2016 RATE REVIEW MECHANISM FILING; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT; FINDING THE RATES TO BE SET BY THE SETTLEMENT TARIFFS TO BE JUST AND REASONABLE AND IN THE PUBLIC INTEREST; REQUIRING THE COMPANY TO REIMBURSE ACSC’S REASONABLE RATEMAKING EXPENSES; PROVIDING FOR A REPEALER; PROVIDING FOR SEVERABILITY; DECLARING AN EFFECTIVE DATE; REQUIRING DELIVERY OF THIS ORDINANCE TO THE COMPANY AND THE ACSC’S LEGAL COUNSEL; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City of Sherman, Texas (“City”) is a gas utility customer of Atmos Energy Corp., Mid-Tex Division (“Atmos Mid-Tex” or “Company”), and a regulatory authority with an interest in the rates and charges of Atmos Mid-Tex; and

WHEREAS, the City is a member of the Atmos Cities Steering Committee (“ACSC”), a coalition of similarly-situated cities served by Atmos Mid-Tex (“ACSC Cities”) that have joined together to facilitate the review of, and response to, natural gas issues affecting rates charged in the Atmos Mid-Tex service area; and

WHEREAS, ACSC and the Company worked collaboratively to develop a new Rate Review Mechanism (“RRM”) tariff that allows for an expedited rate review process by ACSC Cities as a substitute to the Gas Reliability Infrastructure Program (“GRIP”) process instituted by the Legislature, and that will establish rates for the ACSC Cities based on the system-wide cost of serving the Atmos Mid-Tex Division; and

WHEREAS, on March 1, 2016, Atmos Mid-Tex filed its 2016 RRM rate request with ACSC Cities; and

WHEREAS, ACSC coordinated its review of the Atmos Mid-Tex 2016 RRM filing through its Executive Committee, assisted by ACSC’s attorneys and consultants, to resolve issues identified in the Company’s RRM filing; and

WHEREAS, the Executive Committee, as well as ACSC’s counsel and consultants, recommend that ACSC Cities approve an increase in base rates for Atmos Mid-Tex of \$29.9 million on a system-wide basis; and

WHEREAS, the attached tariffs implementing new rates are consistent with the recommendation of the ACSC Executive Committee, are agreed to by the Company, and are just, reasonable, and in the public interest; and

WHEREAS, the RRM Tariff contemplates reimbursement of ACSC's reasonable expenses associated with RRM applications;

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

SECTION 1. That the findings set forth in this Ordinance are hereby in all things approved.

SECTION 2. That the City Council finds that the settled amount of an increase in revenues of \$29.9 million on a system-wide basis represents a comprehensive settlement of gas utility rate issues affecting the rates, operations, and services offered by Atmos Mid-Tex within the municipal limits arising from Atmos Mid-Tex's 2016 RRM filing is in the public interest, and is consistent with the City's authority under Section 103.001 of the Texas Utilities Code.

SECTION 3. That the existing rates for natural gas service provided by Atmos Mid-Tex are unreasonable. The new tariffs attached hereto and incorporated herein as **Attachment A**, are just and reasonable, and are designed to allow Atmos Mid-Tex to recover annually an additional \$29.9 million in revenue over the amount allowed under currently approved rates, as shown in the Proof of Revenues attached hereto and incorporated herein as **Attachment B**; such tariffs are hereby adopted.

SECTION 4. That the ratemaking treatment for pensions and other post-employment benefits in Atmos Mid-Tex's next RRM filing shall be as set forth on **Attachment C**, attached hereto and incorporated herein.

SECTION 5. That Atmos Mid-Tex shall reimburse the reasonable ratemaking expenses of the ACSC in processing the Company's 2016 RRM filing.

SECTION 6. That to the extent any resolution or ordinance previously adopted by the Council is inconsistent with this Ordinance, it is hereby repealed.

SECTION 7. That if any one or more sections or clauses of this Ordinance is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Ordinance, and the remaining provisions of the Ordinance shall be interpreted as if the offending section or clause never existed.

SECTION 8. That consistent with the City Ordinance that established the RRM process, this Ordinance shall become effective from and after its passage with rates authorized by attached tariffs to be effective for bills rendered on or after June 1, 2016.

SECTION 9. That a copy of this Ordinance shall be sent to Atmos Mid-Tex, care of Chris Felan, Vice President of Rates and Regulatory Affairs Mid-Tex Division, Atmos Energy Corporation, 5420 LJB Freeway, Suite 1862, Dallas, Texas 75240, and to Geoffrey Gay, General Counsel to ACSC, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

SECTION 10. That it is hereby officially found and determined that the meetings at which this ordinance was introduced and passed were open to the public and that public notice of the time, place and purpose of said meetings were given all as required by law.

INTRODUCED on this the _____ day of _____, 2016.

ADOPTED on this the _____ day of _____, 2016.

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

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY,
CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

BY: _____
BRANDON S. SHELBY,
CITY ATTORNEY

RATE SCHEDULE:	R – RESIDENTIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 06/01/2016	PAGE: 12

Application

Applicable to Residential Customers for all natural gas provided at one Point of Delivery and measured through one meter.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	\$ 19.10 per month
Rider CEE Surcharge	\$ 0.02 per month ¹
Total Customer Charge	\$ 19.12 per month
Commodity Charge – All <u>Ccf</u>	\$0.11378 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

¹Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2015.

RATE SCHEDULE:	C – COMMERCIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 06/01/2016	PAGE: 13

Application

Applicable to Commercial Customers for all natural gas provided at one Point of Delivery and measured through one meter and to Industrial Customers with an average annual usage of less than 30,000 Ccf.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	\$ 41.75 per month
Rider CEE Surcharge	\$ 0.02 per month ¹
Total Customer Charge	\$ 41.77 per month
Commodity Charge – All Ccf	\$ 0.08494 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

¹ Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2015.

RATE SCHEDULE:	I – INDUSTRIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 06/01/2016	PAGE: 14

Application

Applicable to Industrial Customers with a maximum daily usage (MDU) of less than 3,500 MMBtu per day for all natural gas provided at one Point of Delivery and measured through one meter. Service for Industrial Customers with an MDU equal to or greater than 3,500 MMBtu per day will be provided at Company's sole option and will require special contract arrangements between Company and Customer.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and MMBtu charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Meter	\$ 738.00 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.3096 per MMBtu
Next 3,500 MMBtu	\$ 0.2267 per MMBtu
All MMBtu over 5,000 MMBtu	\$ 0.0486 per MMBtu

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Curtailment Overpull Fee

Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

RATE SCHEDULE:	I – INDUSTRIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 06/01/2016	PAGE: 15

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions

In order to receive service under Rate I, Customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

RATE SCHEDULE:	T – TRANSPORTATION	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 06/01/2016	PAGE: 16

Application

Applicable, in the event that Company has entered into a Transportation Agreement, to a customer directly connected to the Atmos Energy Corp., Mid-Tex Division Distribution System (Customer) for the transportation of all natural gas supplied by Customer or Customer's agent at one Point of Delivery for use in Customer's facility.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's bill will be calculated by adding the following Customer and MMBtu charges to the amounts and quantities due under the riders listed below:

Charge	Amount
Customer Charge per Meter	\$ 738.00 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.3096 per MMBtu
Next 3,500 MMBtu	\$ 0.2267 per MMBtu
All MMBtu over 5,000 MMBtu	\$ 0.0486 per MMBtu

Upstream Transportation Cost Recovery: Plus an amount for upstream transportation costs in accordance with Part (b) of Rider GCR.

Retention Adjustment: Plus a quantity of gas as calculated in accordance with Rider RA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Imbalance Fees

All fees charged to Customer under this Rate Schedule will be charged based on the quantities determined under the applicable Transportation Agreement and quantities will not be aggregated for any Customer with multiple Transportation Agreements for the purposes of such fees.

Monthly Imbalance Fees

Customer shall pay Company the greater of (i) \$0.10 per MMBtu, or (ii) 150% of the difference per MMBtu between the highest and lowest "midpoint" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" during such month, for the MMBtu of Customer's monthly Cumulative Imbalance, as defined in the applicable Transportation Agreement, at the end of each month that exceeds 10% of Customer's receipt quantities for the month.

RATE SCHEDULE:	T – TRANSPORTATION	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 06/01/2016	PAGE: 17

Curtailment Overpull Fee

Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

Agreement

A transportation agreement is required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions

In order to receive service under Rate T, customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RIDER:	WNA – WEATHER NORMALIZATION ADJUSTMENT	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 11/01/2016	PAGE: 41

Provisions for Adjustment

The Commodity Charge per Ccf (100 cubic feet) for gas service set forth in any Rate Schedules utilized by the cities of the Mid-Tex Division service area for determining normalized winter period revenues shall be adjusted by an amount hereinafter described, which amount is referred to as the "Weather Normalization Adjustment." The Weather Normalization Adjustment shall apply to all temperature sensitive residential and commercial bills based on meters read during the revenue months of November through April. The five regional weather stations are Abilene, Austin, Dallas, Waco, and Wichita Falls.

Computation of Weather Normalization Adjustment

The Weather Normalization Adjustment Factor shall be computed to the nearest one-hundredth cent per Ccf by the following formula:

$$WNAF_i = R_i \frac{(HSF_i \times (NDD-ADD))}{(BL_i + (HSF_i \times ADD))}$$

Where

- i = any particular Rate Schedule or billing classification within any such particular Rate Schedule that contains more than one billing classification
- $WNAF_i$ = Weather Normalization Adjustment Factor for the i^{th} rate schedule or classification expressed in cents per Ccf
- R_i = Commodity Charge rate of temperature sensitive sales for the i^{th} schedule or classification.
- HSF_i = heat sensitive factor for the i^{th} schedule or classification divided by the average bill count in that class
- NDD = billing cycle normal heating degree days calculated as the simple ten-year average of actual heating degree days.
- ADD = billing cycle actual heating degree days.
- BL_i = base load sales for the i^{th} schedule or classification divided by the average bill count in that class

The Weather Normalization Adjustment for the j th customer in i th rate schedule is computed as:

$$WNA_j = WNAF_i \times q_{ij}$$

Where q_{ij} is the relevant sales quantity for the j th customer in i th rate schedule.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RIDER:	WNA – WEATHER NORMALIZATION ADJUSTMENT	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 11/01/2016	PAGE: 42

Base Use/Heat Use Factors

Weather Station	<u>Residential</u>		<u>Commercial</u>	
	Base use <u>Ccf</u>	Heat use <u>Ccf/HDD</u>	Base use <u>Ccf</u>	Heat use <u>Ccf/HDD</u>
Abilene	10.09	0.1392	98.01	0.6440
Austin	11.21	0.1551	203.36	0.8564
Dallas	13.72	0.2048	189.83	0.9984
Waco	9.89	0.1411	129.75	0.6695
Wichita Falls	11.49	0.1506	122.35	0.5967

Weather Normalization Adjustment (WNA) Report

On or before June 1 of each year, the company posts on its website at atmosenergy.com/mtx-wna, in Excel format, a *Weather Normalization Adjustment (WNA) Report* to show how the company calculated its WNAs factor during the preceding winter season. Additionally, on or before June 1 of each year, the company files one hard copy and an Excel version of the *WNA Report* with the Railroad Commission of Texas' Gas Services Division, addressed to the Director of that Division.

	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)
1	Proposed Change In Rates:		\$ 29,603,205	Schedule A							
2	Proposed Change In Rates without Revenue Related Taxes:		\$ 27,447,850	Ln 1 divided by factor on WP_F-5.1							
3											
4											
5											
6		Revenue Requirements	Allocations								
7	Residential	\$ 338,431,486	77.95%	Per GUD 10170 Final Order							
8	Commercial	84,223,622	19.40%	Per GUD 10170 Final Order							
9	Industrial and Transportation	11,490,316	2.65%	Per GUD 10170 Final Order							
10	Net Revenue Requirements GUD No. 10170	<u>\$ 434,145,424</u>									

16	With Proportional Increase all classes but Residential and a 40% residential base charge increase:				
17					
18			Current	Prospective	Revenues
19					
20	Residential Base Charge	\$	18.56	\$ 0.48	\$ 8,558,622
21	Residential Consumption Charge	\$	0.09931	\$ 0.01540	12,837,933
22	Commercial Base Charge	\$	39.87	\$ 1.81	2,662,423
23	Commercial Consumption Charge	\$	0.08020	\$ 0.00480	2,662,423
24	I&T Base Charge	\$	697.35	\$ 38.03	363,224
25	I&T Consumption Charge Tier 1 MMBTU	\$	0.2937	\$ 0.0166	172,167
26	I&T Consumption Charge Tier 2 MMBTU	\$	0.2151	\$ 0.0121	139,070
27	I&T Consumption Charge Tier 3 MMBTU	\$	0.0461	\$ 0.0026	51,988
28					<u>\$ 27,447,850</u>
29					

With Customer Charges Rounded Off and residential base charge increase for 2015 limited to \$0.50 per RRM tariff:				
	Proposed Change	Proposed Change In Revenues	Proposed Rates	Proposed Revenues
Residential Base Charge	\$ 0.52	\$ 9,335,278	\$ 19.08	\$ 339,813,673
Residential Consumption Charge	\$ 0.01447	12,061,297	\$ 0.11378	94,839,970
Commercial Base Charge	\$ 1.83	2,697,162	\$ 41.70	61,390,268
Commercial Consumption Charge	\$ 0.00474	2,626,475	\$ 0.08494	47,065,984
I&T Base Charge	\$ 39.65	378,728	\$ 737.00	7,039,815
I&T Consumption Charge Tier 1 MMBTU	\$ 0.0159	165,150	\$ 0.3096	3,215,747
I&T Consumption Charge Tier 2 MMBTU	\$ 0.0116	132,888	\$ 0.2267	2,597,042
I&T Consumption Charge Tier 3 MMBTU	\$ 0.0025	49,955	\$ 0.0486	971,117
		<u>\$ 27,446,933</u>		<u>\$ 556,933,616</u>

File Date: March 1, 2016

**ATMOS ENERGY CORP., MID-TEX DIVISION
PENSIONS AND RETIREE MEDICAL BENEFITS ADJUSTMENT
TEST YEAR ENDING DECEMBER 31, 2015**

Line No.	Description	Shared Services		Mid-Tex Direct			Adjustment Total
		Pension Account Plan ("PAP")	Post-Retirement Medical Plan ("FAS 106")	Pension Account Plan ("PAP")	Supplemental Executive Benefit Plan ("SERP")	Post-Retirement Medical Plan ("FAS 106")	
	(a)	(b)	(c)	(d)	(e)	(f)	(g)
1	Fiscal Year 2016 Towers Watson Report as adjusted (1), (3)	\$ 5,101,680	\$ 2,896,450	\$ 7,840,683	\$ 150,433	\$ 4,466,430	
2	O&M Expense Factor (2)	96.41%	96.41%	37.42%	20.77%	37.42%	
3	Fiscal Year 2016 Actuarially Determined O&M Benefits (Ln 1 x Ln 2)	\$ 4,918,540	\$ 2,792,473	\$ 2,933,599	\$ 31,249	\$ 1,671,119	
4	Allocation to Mid-Tex (2)	40.56%	40.56%	71.52%	100.00%	71.52%	
5	Mid-Tex Benefits Expense Included in Rates - Proposed (Ln 3 x Ln 4)	\$ 1,995,016	\$ 1,132,659	\$ 2,098,222	\$ 31,249	\$ 1,195,248	\$ 6,452,393
6							
7	Mid-Tex Benefits Expense per GUD 10359 and RRM Test Year Ending December 31, 2014 Benchmark (4)	\$ 2,831,859	\$ 2,013,260	\$ 2,925,600	\$ 34,809	\$ 2,695,721	\$ 10,501,250
8							
9	Test Year Adjustment (Line 5 minus Line 7)	\$ (836,844)	\$ (880,601)	\$ (827,379)	\$ (3,561)	\$ (1,500,472)	\$ (4,048,856)
10							
11	Adjustment Summary:						
12	Account 922	\$ (836,844)	\$ (880,601)	\$ -	\$ -	\$ -	\$ (1,717,445)
13	Account 926	-	-	(827,379)	(3,561)	(1,500,472)	(2,331,412)
14	Total (Ln 12 plus Ln 13)	\$ (836,844)	\$ (880,601)	\$ (827,379)	\$ (3,561)	\$ (1,500,472)	\$ (4,048,856)

Notes:

1. Studies not applicable to Mid-Tex or Shared Services are omitted.
2. The factors on Lines 2 and 4 are based on the factors in 2016 RRM (Test Year Ending December 31, 2015).
3. SSU amounts exclude cost centers which do not allocate to Mid-Tex for rate making purposes.
4. GUD No. 10359 is the benchmark for January-May which is the same benchmark as used in the RRM TYE December 31, 2014 for June-December.

ATMOS ENERGY CORP., MID-TEX DIVISION
PENSIONS AND RETIREE MEDICAL BENEFITS FOR CITIES APPROVAL
TEST YEAR ENDING DECEMBER 31, 2015

Line No.	Description	Shared Services		Mid-Tex Direct			Adjustment Total
		Pension Account Plan ("PAP")	Post-Retirement Medical Plan ("FAS 106")	Pension Account Plan ("PAP")	Supplemental Executive Benefit Plan ("SERP")	Post-Retirement Medical Plan ("FAS 106")	
	(a)	(b)	(c)	(d)	(e)	(f)	(g)
1	Fiscal Year 2016 Towers Watson Report (excluding Removed Cost Centers)	\$ 5,101,680	\$ 2,896,450	\$ 7,840,683	\$ 150,433	\$ 4,466,430	
2	Allocation to Mid-Tex	40.56%	40.56%	71.52%	100.00%	71.52%	
3	FY16 Towers Watson Benefit Costs (excluding Removed Cost Centers) Allocated to MTX (Ln 1 x Ln 2)	\$ 2,069,299	\$ 1,174,833	\$ 5,607,955	\$ 150,433	\$ 3,194,561	
4	O&M and Capital Allocation Factor	100.00%	100.00%	100.00%	100.00%	100.00%	
5	FY16 Towers Watson Benefit Costs To Approve (excluding Removed Cost Centers) (Ln 3 x Ln 4)	\$ 2,069,299	\$ 1,174,833	\$ 5,607,955	\$ 150,433	\$ 3,194,561	\$ 12,197,081
6							
7							
8	Summary of Costs to Approve:						
9							
10	Total Pension Account Plan ("PAP")	\$ 2,069,299		\$ 5,607,955			\$ 7,677,254
11	Total Post-Retirement Medical Plan ("FAS 106")		\$ 1,174,833			\$ 3,194,561	4,369,394
12	Total Supplemental Executive Retirement Plan ("SERP")				\$ 150,433		150,433
13	Total (Ln 10 + Ln 11 + Ln 12)	\$ 2,069,299	\$ 1,174,833	\$ 5,607,955	\$ 150,433	\$ 3,194,561	\$ 12,197,081
14							
15							
16	O&M Expense Factor	96.41%	96.41%	37.42%	20.77%	37.42%	
17							
18	Expense Portion (Ln 13 x Ln 16)	\$ 1,995,016	\$ 1,132,659	\$ 2,098,222	\$ 31,249	\$ 1,195,248	\$ 6,452,393
19							
20	Capital Factor	3.59%	3.59%	62.58%	79.23%	62.58%	
21							
22	Capital Portion (Ln 13 x Ln 20)	\$ 74,283	\$ 42,174	\$ 3,509,733	\$ 119,184	\$ 1,999,313	\$ 5,744,687
23							
24	Total (Ln 18 + Ln 22)	\$ 2,069,299	\$ 1,174,833	\$ 5,607,955	\$ 150,433	\$ 3,194,561	\$ 12,197,081

April 28, 2016

STAFF REPORT

The City, along with other similarly situated cities served by Atmos Energy Corp., Mid-Tex Division ("Atmos Mid-Tex" or "Company"), is a member of the Atmos Cities Steering Committee ("ACSC"). The RRM Tariff was originally adopted by ACSC member cities in 2007 as an alternative to the Gas Reliability Infrastructure Program ("GRIP"), the statutory provision that allows Atmos to bypass the City's rate regulatory authority to increase its rates annually to recover capital investments. The RRM Tariff has been modified several times, most recently in 2013.

The 2016 RRM filing is the fourth RRM filing under the renewed RRM Tariff. On March 1, 2016, Atmos made a filing requesting \$35.4 million additional revenues on a system-wide basis. Because the City of Dallas has a separate rate review process, exclusion of Dallas results in the Company requesting \$28.6 million from other municipalities.

Environs customers (ratepayers outside municipal limits) remain under the Railroad Commission's exclusive original jurisdiction and have their rates set through the GRIP process. If the Company had used the GRIP process rather than the RRM process it would have received a \$41 million increase, or about \$11 million more than will be approved by the Ordinance. ACSC and the Company have reached an agreement, reflected in the Ordinance, to reduce the Company's request by \$5.5 million, such that the Ordinance approving new rates reflects an increase of \$29.9 million on a system-wide basis, or \$21.9 million for Mid-Tex Cities, exclusive of the City of Dallas.

The tariffs attached to the Ordinance approve rates that will increase the Company's revenues by \$29.9 million for the Mid-Tex Rate Division, effective for bills rendered on or after June 1, 2016. The monthly residential customer charge will be \$19.10. The consumption charge will be \$0.11378 per Ccf. The monthly bill impact for the typical residential customer consuming 46.8 Ccf will be an increase of \$1.26, or about 2.43%. The typical commercial customer will see an increase of \$3.81, or 1.43%. Attached to this Model Staff Report is a summary of the impact of new rates on the average bills of all customer classes.

The ACSC Executive Committee and its designated legal counsel and consultants recommend that all Cities adopt the Ordinance with its attachments approving the negotiated rate settlement resolving the 2016 RRM filing, and implementing the rate change.

Explanation of "Be It Ordained" Sections:

1. This section approves all findings in the Ordinance.
2. This section finds the settled amount of \$29.9 million to be a comprehensive settlement of gas utility rate issues arising from Atmos Mid-Tex's 2016 RRM filing, and that such settlement is in the public interest and is consistent with the City's statutory authority.
3. This section finds the existing Atmos Mid-Tex rates to be unreasonable, and approves the new tariffed rates providing for additional revenues over currently-billed rates of \$29.9 million and adopts the attached new rate tariffs (Attachment A).

4. This section establishes the baseline for pensions and other post-employment benefits for future rate cases (Attachment C).
5. This section requires the Company to reimburse Cities for reasonable ratemaking costs associated with reviewing and processing the RRM filing.
6. This section repeals any resolution or ordinance that is inconsistent with this Ordinance.
7. This section is a savings clause, which provides that if any section(s) is later found to be unconstitutional or invalid, that finding shall not affect, impair or invalidate the remaining provisions of this Ordinance. This section further directs that the remaining provisions of the Ordinance are to be interpreted as if the offending section or clause never existed.
8. This section provides for an effective date upon passage which, according to the Cities' ordinance that adopted the RRM process, is June 1, 2016.
9. This paragraph directs that a copy of the signed Ordinance be sent to a representative of the Company and legal counsel for the Steering Committee.
10. This section finds that the meeting was conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. C. 3.

Meeting Date: 05/16/2016

Prepared By: Scott Shadden, Director of Developmental Services

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5950

Amending Section 8, Subsection (5)(a), Ordinance No. 2280, so as to Grant a Specific Use Permit to Allow Automobile Sales in a C-1 (Retail Business) District at 917 North Travis Street, being 0.58 acres in the J.B. McAnair Survey, Abstract No. 763 (Steven Jordan, Owner; Debbie Hudnall, Representative; and Sartin and Associates, Surveyor); Providing that this Specific Use Permit Shall be Granted Subject to Certain Conditions; Providing a Penalty Not to Exceed \$2,000.00

Issue:

To consider the request of Steven Jordan (Owner), Debbie Hudnall (Representative) and Sartin and Associates (Surveyor) concerning the property located at 917 North Travis Street, being 0.58 acres in the J.B. McAnair Survey, Abstract No. 763, to allow automobile sales in a C-1 (Retail Business) District

Background:

The property is located at 917 North Travis Street; the northeast corner of Travis Street and Piner Evans. The property was zoned a C-1 (Retail Business) District in 1959. An exception was granted in 1969 to allow the canopy to be closer than 25' to the front property line. The owner would like to sell automobiles at this location.

Origination:

Steven Jordan (Owner)
Debbie Hudnall (Representative)
Sartin and Associates (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the April 19, 2016 regular meeting, the Planning and Zoning Board voted 7/0 to recommend to the City Council that the Specific Use Permit be approved subject to the parking spaces being striped for the cars and the Staff Review Letter.

Alternatives:

The City Council could deny the request.

Attachments

Ordinance No. 5950

Location Map

Zoning Map

Zoning Photo

Site Plan

Elevations

Staff Review Letter

Letter from Number One RWM LTD

P&Z Communication

ORDINANCE NO. 5950

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW AUTOMOBILE SALES IN A C-1 (RETAIL BUSINESS) DISTRICT AT 917 NORTH TRAVIS STREET, BEING 0.58 ACRES IN THE J.B. MCANAIR SURVEY, ABSTRACT NO. 763 (STEVEN JORDAN, OWNER; DEBBIE HUDNALL, REPRESENTATIVE; AND SARTIN AND ASSOCIATES, SURVEYOR); PROVIDING FOR A REPEALER CLAUSE; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

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

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

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

SECTION 1. That, from and after the passage of this ordinance, Steven Jordan (Owner), Debbie Hudnall (Representative) and Sartin and Associates (Surveyor) are granted a Specific Use Permit to allow automobile sales in a C-1 (Retail Business) District at 917 North Travis Street, and that Section 8, Subsection (5)(a), Ordinance No. 2280 is hereby amended so as to hereafter include the following described property:

SITUATED in the County of Grayson, State of Texas, being a part of the J. B. McANAIR SURVEY, Abstract No. 763, being the same 0.58 acre tract conveyed by Larry Moorehead to Steven Jordan by deed dated September 30, 2014, recorded in Volume 5526, Page 776, Official Public Records, Grayson County, Texas and being more particularly described by metes and bounds as follows to-wit:

BEGINNING at a found chisled "X" in top of the concrete curb at the intersection of the East line of Travis Street with the North line of Piner Evans

Street, said "X" maintaining the Southwest corner of said 0.58 acre tract, the Northwest corner of a 5 foot strip of land dedicated to the City of Sherman for street purposes and EXCEPTED in deed recorded in Volume 4206, Page 602, Official Public Records, Grayson County, Texas;

THENCE North 14 deg. 21 min. 30 sec. West, with the East line of said Travis Street, a distance of 162.32 feet to a found 1/2 inch capped rebar stamped SARTIN-3694 maintaining the Southwest corner of an 0.31 acre tract conveyed by Joseph J. Gage to Keith A. Burgos by deed dated February 10, 2014, recorded in Volume 5421, Page 310, Official Public Records, Grayson County, Texas;

THENCE North 75 deg. 38 min. 30 sec. East, with the South line of said 0.31 acre tract, a distance of 153.40 feet to a found 1/2 inch rebar maintaining its Southeast corner, in a North/South wire fence and on the West line of a 98,115.48 square foot tract described in Tract One in deed from Lisa Hurt and Connie Engels to Penema Investments, Ltd. Dated June 14, 2010, recorded in Volume 4824, Page 280, Official Public Records, Grayson County, Texas;

THENCE South 14 deg. 21 min. 34 sec. East, with the general line of said wire fence, the West line of said 98,115.48 square foot tract, at a distance of 163.00 feet passing a pipe post at the South end of said fence and continuing for a total distance of 166.11 feet to a found 1/2 inch capped rebar stamped SARTIN-3694 maintaining the Northeast corner of said 5 foot strip dedicated to the City of Sherman, from which a found 1 inch pipe on the North edge of the North curb line of said Piner Evans Street bears South 14 deg. 21 min. 30 sec. East, 5.00 feet;

THENCE South 77 deg. 03 min. 21 sec. West, with the North line of said Piner Evans Street, a distance of 153.45 feet to the **PLACE OF BEGINNING and containing 0.58 ACRES OF LAND more or less.....**

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

Zoning:

1. All aspects of the C-1 (Retail Business) District, the sign ordinance and the Commercial Tree and Landscaping Ordinance must be followed.
2. No outside parking or storage of dismantled, junk or inoperable vehicles, wrecks, tires or parts is allowed.
3. The exterior façade is required to be masonry or equivalent on the sides of the buildings visible from front street right-of-way (including the poles/columns on the building and canopy).
4. Parking and service driveways are permitted on paved surfaces only; concrete or asphalt.
5. All parking shall be on private property and shall not encroach into Travis Street or Piner Evans Street right-of-way; a parking space is considered to be 9'x20'.
6. Fire lanes and codes shall be coordinated with the Fire Marshal, (903.892.7267).

7. Shall comply with all EPA, City, Federal and State regulations for this use.
8. Violation of the conditions of the SUP will terminate the Specific Use Permit.
9. Review the zoning and development ordinance for additional requirements.
10. Site plan approval is valid for a period of one year, if progress has not been made within that time period; resubmission to the Planning & Zoning Commission is required.

Planning & Zoning Commission:

11. Parking spaces must be striped where cars will be parked.

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

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

SECTION 5. That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 6. That it is hereby officially found and determined that the meetings at which this ordinance was introduced and passed were open to the public and that public notice of the time, place and purpose of said meetings were given all as required by law.

INTRODUCED on this the _____ day of _____, 2016.

ADOPTED on this the _____ day of _____, 2016.

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

CITY OF SHERMAN, TEXAS

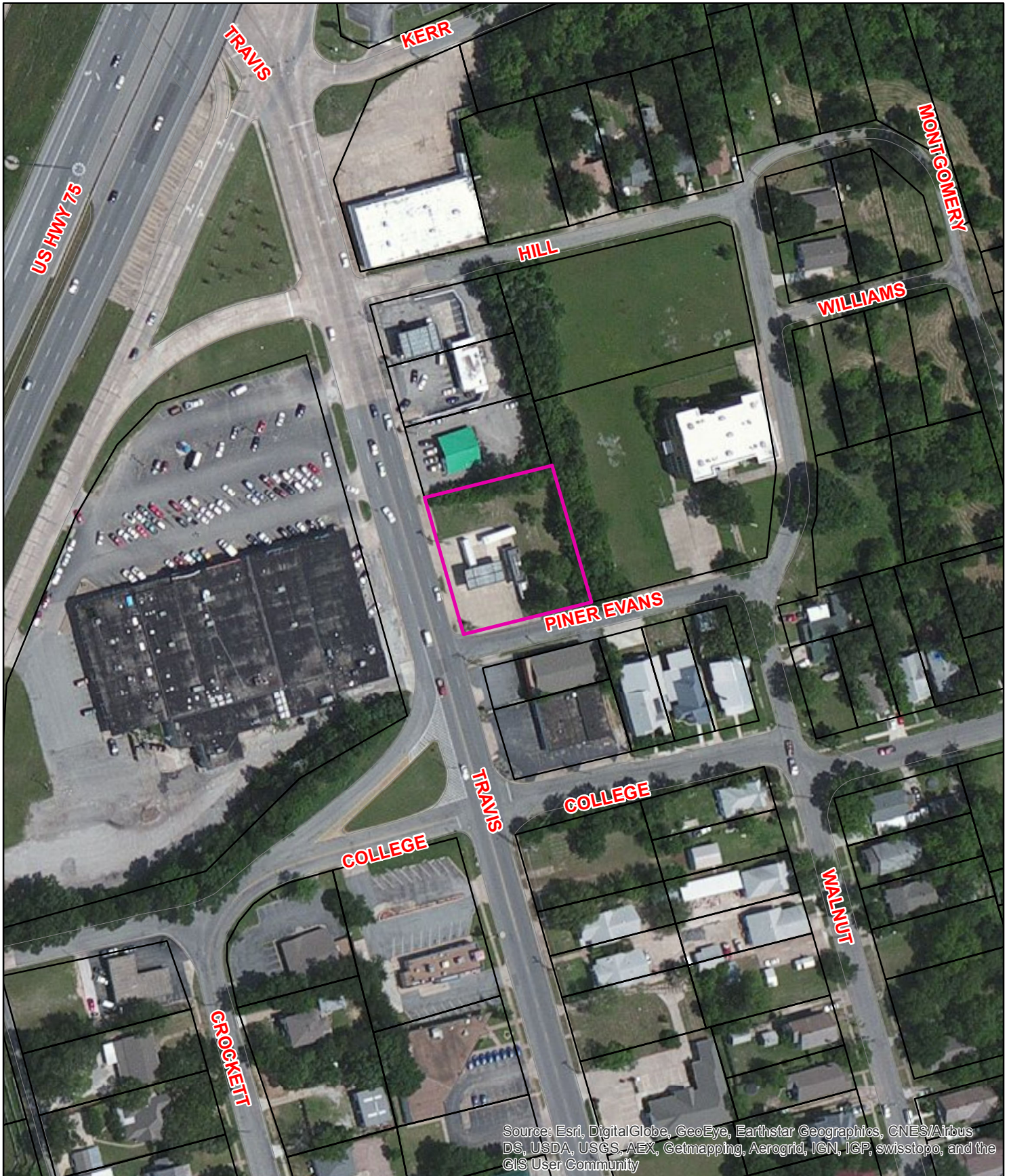
ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

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



Sherman
CLASSIC TOWN. BROAD HORIZON.

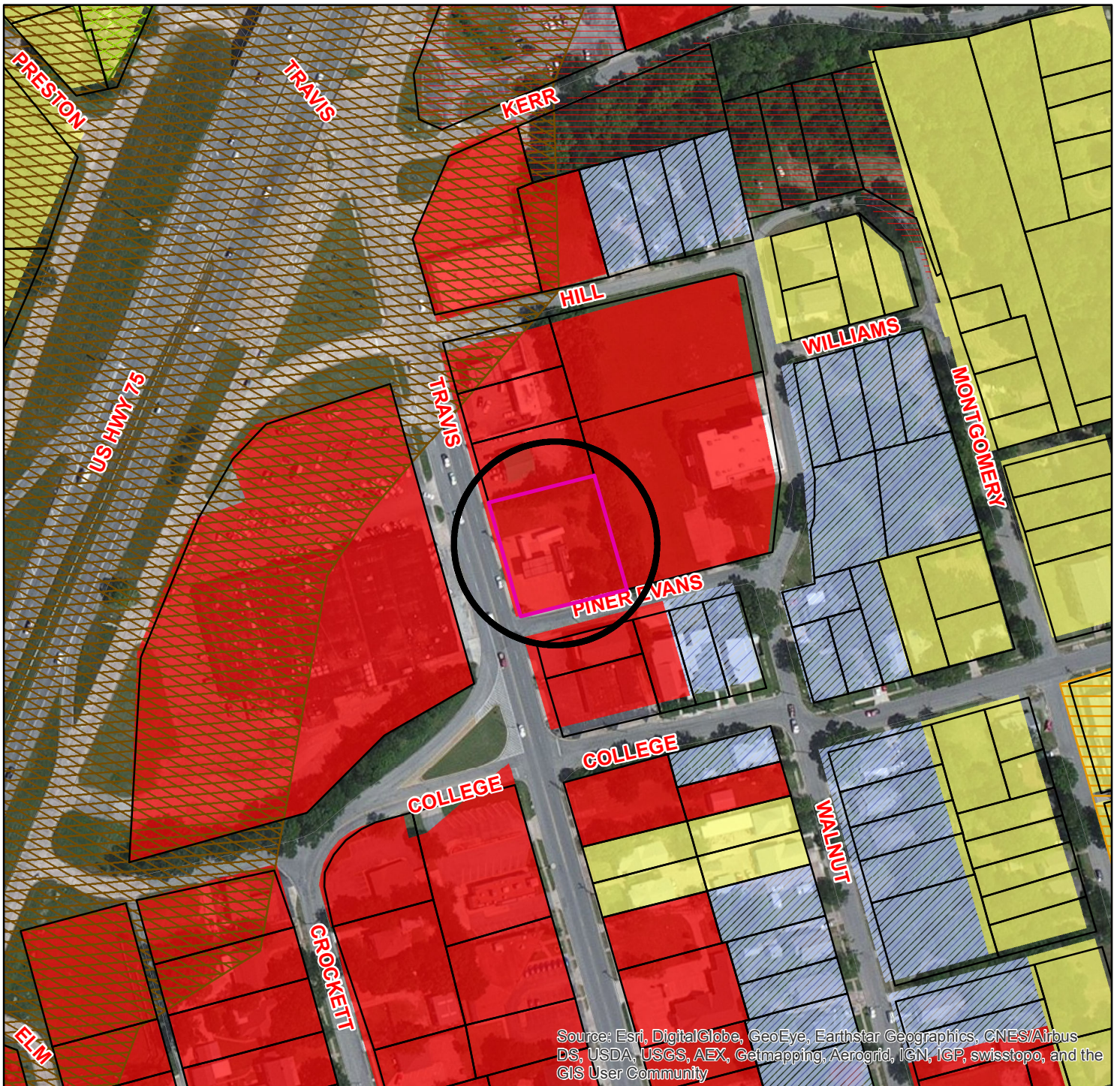
City of Sherman, Texas
Developmental Services Department

917 N. Travis



NOT TO SCALE

1 in = 150 ft



Zoning - 917 N. Travis Street

Legend

Transportation Corridors Overlay

HWY_NAME

- FM 1417
- Sam Rayburn Freeway
- US Hwy 82 and 75

Special Districts Overlay

DISTRICT_NAME

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

ZONING PARCELS

Zoning Classification

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

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

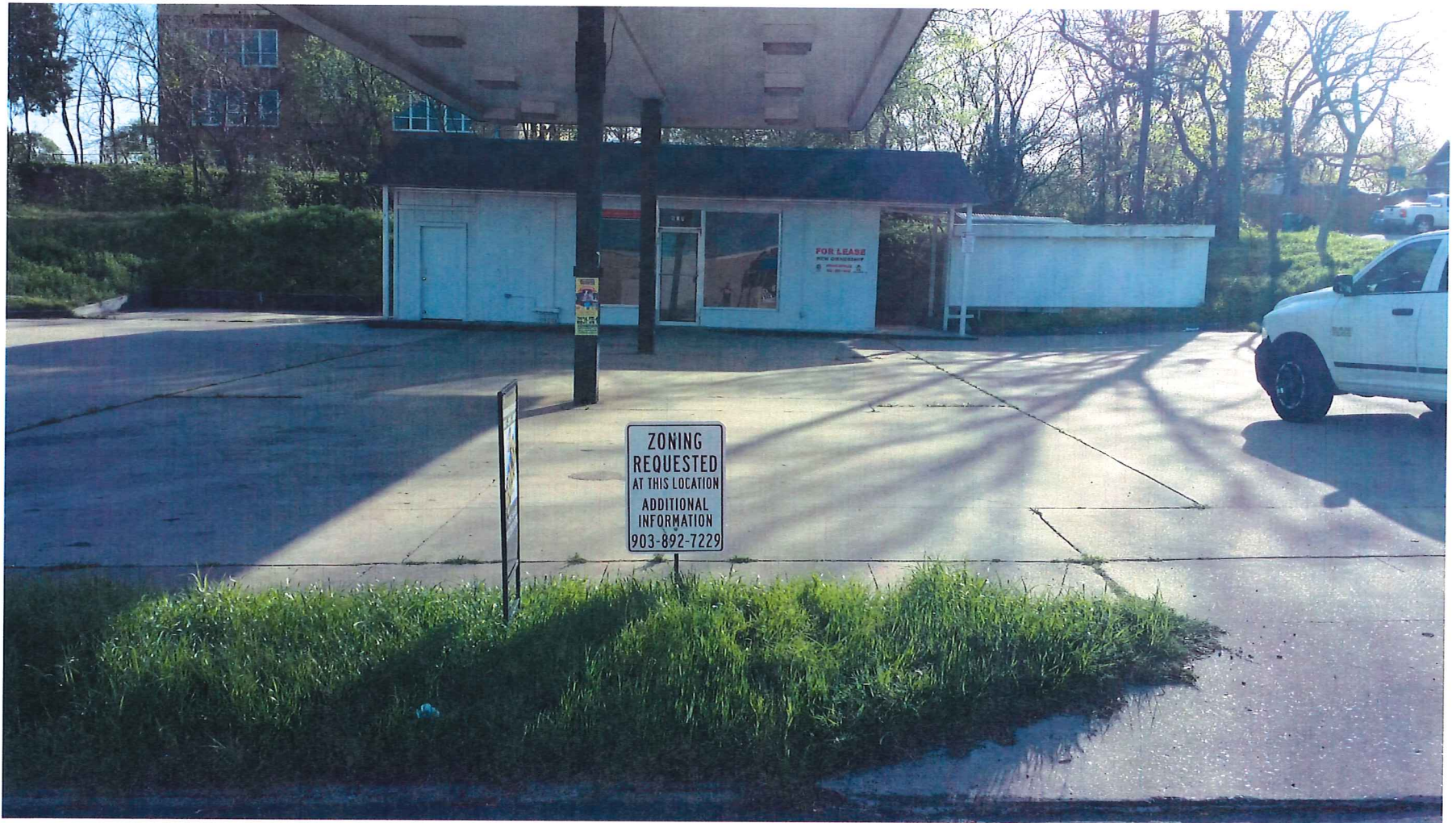
Sherman
CLASSIC TOWN. BROAD HORIZON.

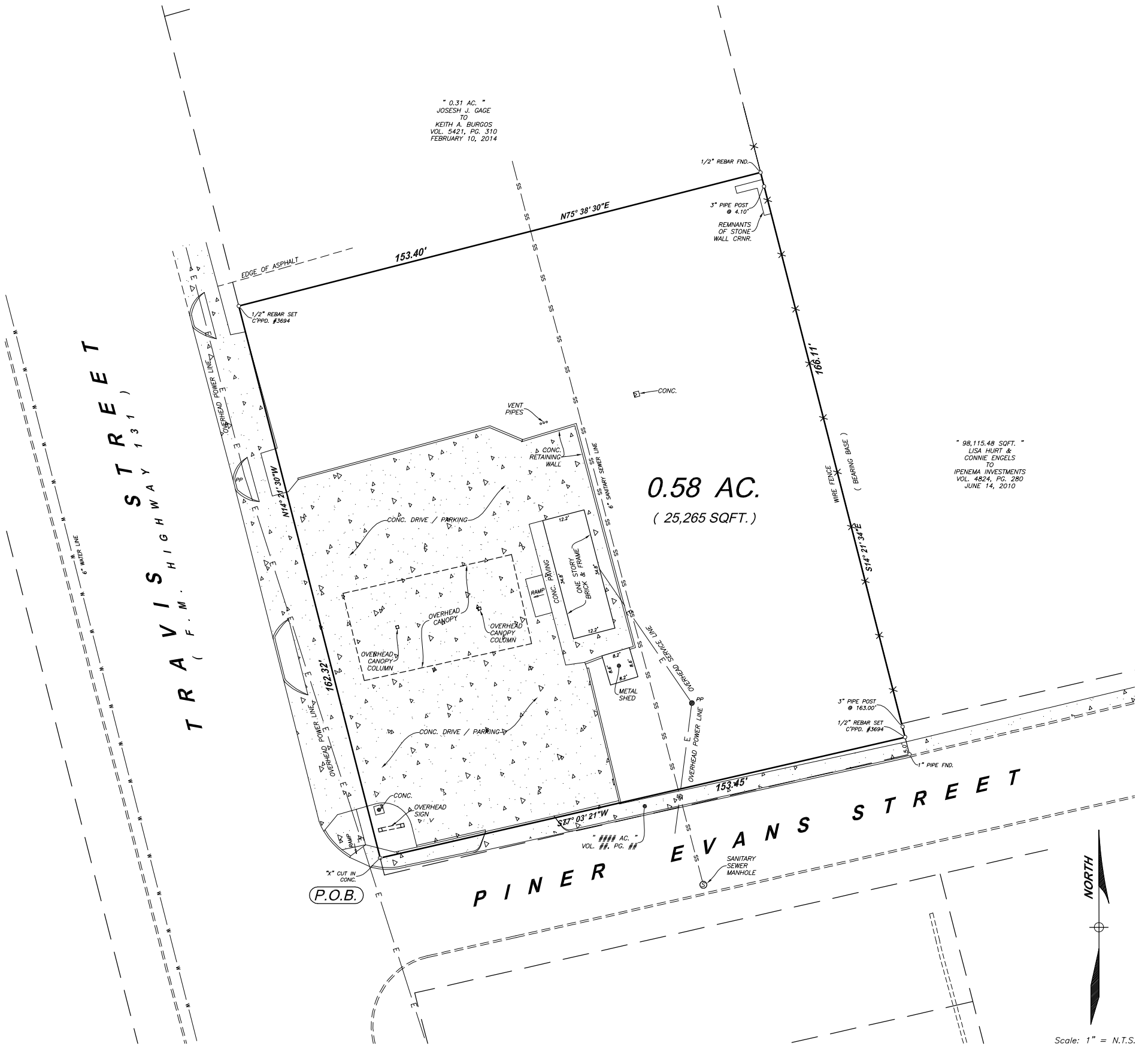
City of Sherman, Texas
Developmental Services Department



1 in = 200 ft

917 N. Travis





S I T E P L A N

O F

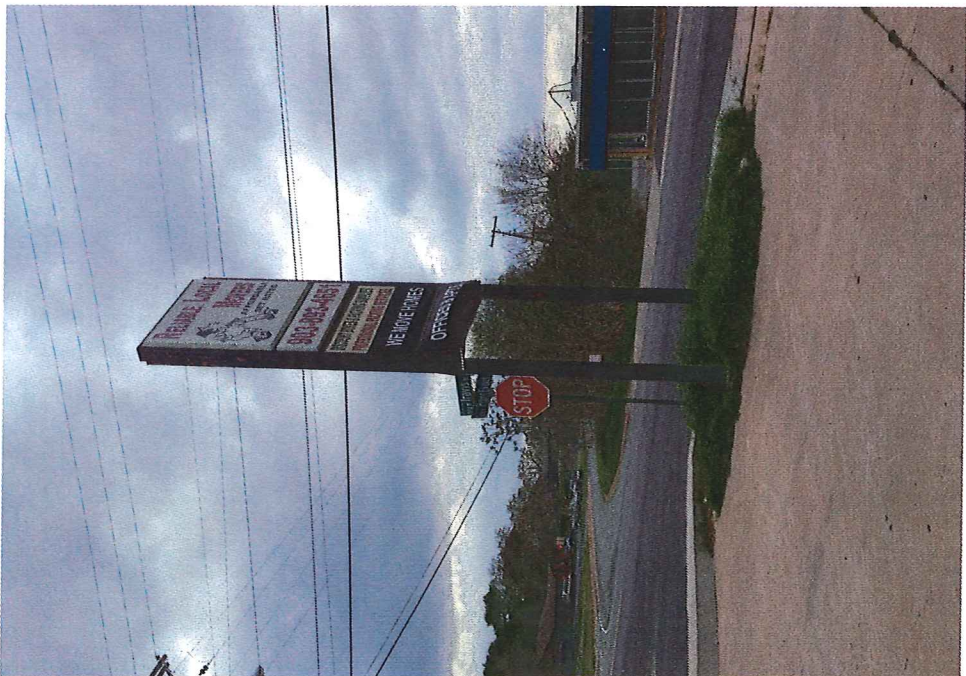
D E B B I E ' S A D D I T I O N

T O

T H E C I T Y O F S H E R M A N , T E X A S

B E I N G 0 . 5 8 A C R E S O U T O F T H E

J . B . M c N A I R S U R V E Y A B S T . N O . 7 6 3



STAFF REVIEW LETTER

April 14, 2016

Steven Jordan
PO Box 98
Ardmore, OK 73402

Sartin & Associates
109 S. Travis
Sherman, Texas 75091

Debbie Hudnall
100 W. Belden
Sherman, TX 75092

Dear Applicants,

The request for a Specific Use Permit and site plan approval to allow automobile sales in a C-1 (Retail Business) District for the property located at 917 North Travis Street, has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, April 19, 2016 at 5:00 P.M., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

Zoning:

1. All aspects of the C-1 (Retail Business) District, the sign ordinance and the Commercial Tree and Landscaping Ordinance must be followed.
2. No outside parking or storage of dismantled, junk or inoperable vehicles, wrecks, tires or parts is allowed.
3. The exterior façade is required to be masonry or equivalent on the sides of the buildings visible from front street right-of-way (including the poles/columns on the building and canopy).
4. Parking and service driveways are permitted on paved surfaces only; concrete or asphalt
5. All parking shall be on private property and shall not encroach into Travis Street or Piner Evans Street right-of-way; a parking space is considered to be 9'x20'.
6. Fire lanes and codes shall be coordinated with the Fire Marshal, (903.892.7267).
7. Shall comply with all EPA, City, Federal and State regulations for this use.
8. Violation of the conditions of the SUP will terminate the Specific Use Permit.
9. Review the zoning and development ordinance for additional requirements.
10. Site plan approval is valid for a period of one year, if progress has not been made within that time period; resubmission to the Planning & Zoning Commission is required.

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

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

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

Respectfully,



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

CC: Robby Hefton, City Manager
Mark Gibson, Director of Utilities
Clint Philpott, P.E., City Engineer
Don Keene, Asst. City Manager

Danny Fuller, Fire Marshal
Brandon Shelby, City Attorney
Steve Ayers, Dir. Of Community and Support Services

**PLANNING AND ZONING BOARD
BUILDING INSPECTION DEPARTMENT**

Telephone: (903) 892-7229

FAX: (903) 892-7274

RECEIVED

APR 08 2016

March 31, 2016

Number One RWM LTD
PO Box 758
Sherman, Texas 75091

The Planning and Zoning Commission of the City of Sherman will hold a public hearing on the day of Tuesday, April 19, 2016 at 5:00 P.M. in the City Council Chambers, at 220 W. Mulberry, to hear the request of:

Steven Jordan (Owner), Debbie Hudnall (Representative) and Sartin and Associates (Surveyor) concerning the property located at 917 North Travis Street, being 0.58 acres in the J.B. McAnair Survey, Abstract No. 763

The request is as follows:

Planning and Zoning Commission

Specific Use Permit and site plan approval under Ordinance No. 2280, Section 8, Subsection (5)(a) to allow automobile sales in a C-1 (Retail Business) District.

As a property owner within two hundred feet (200') of this property, you are invited to attend. You are not required to be present, but all interested parties wishing to speak should appear at the time and place stated above. If you can not attend the public hearing, but wish to have your views presented to the Board, you may do so in the space provided below or by a separate letter and mailed to:

Scott Shadden
Secretary, Planning and Zoning Board
P.O. Box 1106
Sherman, Texas 75091-1106


Secretary, Planning & Zoning Board

I have no objection

4-4-16

Approved for No one Rwm Ltd.

Unless this notice is delivered in an envelope that has the "City of Sherman" logo and is affixed with postage as required by the U.S. Postal Service, it is NOT an official notice sent to you by the City of Sherman.



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

Agenda Item No. 10.

Meeting Date: 04/19/2016

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

Joe Gilbert, Chairman

Kyle Patterson, Vice-Chairman

Sam Thorpe, Commissioner

Eric Elliott, Commissioner

Chris Vellotti, Commissioner

Sean Vanderveer, Commissioner

Shawn Davis, Commissioner

Jeff Adams, Commissioner

Clay Mahone, Commissioner

Requested Action/Proposed Use:

917 N TRAVIS STREET

The request of Steven Jordan (Owner), Debbie Hudnall (Representative) and Sartin and Associates (Surveyor) concerning the property located at 917 North Travis Street, being 0.58 acres in the J.B. McAnair Survey, Abstract No. 763, as follows:

Planning and Zoning Commission

Specific Use Permit and site plan approval under Ordinance No. 2280, Section 8, Subsection (5)(a) to allow automobile sales in a C-1 (Retail Business) District.

Background:

The property is located at 917 North Travis Street; the northeast corner of Travis and Piner Evans. The property was zoned a C-1 (Retail Business) District in 1959. An exception was approved in 1969 to allow the canopy to be closer than 25' to the front property line. The owner would like to sell automobiles at this location.

Adjacent Zoning:

C-1 (Retail Business) District

Origination:

Steven Jordan (Owner)

Debbie Hudnall (Representative)

Sartin and Associates (Surveyor)

Master Plan Designation:

Urban/Downtown – Buildings are two to five stories and are built right up to the sidewalk, creating a sense of enclosure. Sidewalks provide pedestrian access and streetscape amenities. Parking is available along the street or in small parking lots in the rear of the buildings.

Number of notices mailed:

8

Objections Received:

0

Attachments

Location Map

Zoning Map

Zoning Photo

Site Plan

Elevations

Letter from Number One RWM LTD

Staff Review Letter



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. C. 4.

Meeting Date: 05/16/2016

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

ADOPTION OF ORDINANCES

Consider Adoption of Ordinance Numbers: 5949 and 5950

Issue:

C. 2. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5949

Approving a Negotiated Settlement between the Atmos Cities Steering Committee ("ACSC") and Atmos Energy Corp., Mid-Tex Division, Regarding the Company's 2016 Rate Review Mechanism Filing; Declaring Existing Rates to be Unreasonable; Adopting Tariffs that Reflect Rate Adjustments Consistent with the Negotiated Settlement; Finding the Rates to be Set by the Settlement Tariffs to be Just and Reasonable and in the Public Interest; Requiring the Company to Reimburse ACSC's Reasonable Ratemaking Expenses; Declaring an Effective Date; Requiring Delivery of this Ordinance to the Company and the ACSC's Legal Counsel

C. 3. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5950

Amending Section 8, Subsection (5)(a), Ordinance No. 2280, so as to Grant a Specific Use Permit to Allow Automobile Sales in a C-1 (Retail Business) District at 917 North Travis Street, being 0.58 acres in the J.B. McAnair Survey, Abstract No. 763 (Steven Jordan, Owner; Debbie Hudnall, Representative; and Sartin and Associates, Surveyor); Providing that this Specific Use Permit Shall be Granted Subject to Certain Conditions; Providing a Penalty Not to Exceed \$2,000.00



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. C. 5.

Meeting Date: 05/16/2016

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

CONSENT AGENDA

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

Issue:

D. 7. * RESOLUTION NO. 6086

Authorizing Execution of an Agreement with Heriberto Garcia for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 2026 South Montgomery Street

F. 3. * OTHER BUSINESS

Final Plat Approval of Debbie's Addition, being 0.58 acres in the J.B. McAnair Survey, Abstract No. 763; Steven Jordan, Owner; Debbie Hudnall, Representative; and Sartin and Associates, Inc., Surveyor (917 North Travis Street)

F. 4. * OTHER BUSINESS

Final Plat Approval of Jaramillo Addition, being 2.787 acres in the G.B. Pilant Survey, Abstract No. 963; Angel Jaramillo and Martha Lopez, Owners; and Cox Land Surveying Company, Surveyor (1021 East Lake Street)

F. 5. * OTHER BUSINESS

Special Consideration to Ordinance No. 2684, Section 10, Subsection 10.02.005 (f)(2) to Allow a Joint Access Gravel Driveway in Lieu of the Required Approved Hard Surface Private Access Drive in an R-1 (One Family Residential) District, being 10.136 acres in the William Martin Survey, Abstract No. 765; Stephen and Carnelia Blazo and Charles and Molly Trowbridge, Owners; and David Fite Surveying, Surveyor (4617 Farmington Road)



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. D. 1.

Meeting Date: 05/16/2016

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6080

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

Issue:

To revise and 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 2, 2014 Council meeting. This program, which began on July 18, 1988 with the City Council's adoption of Resolution No. 2455, is intended to promote commercial and industrial development and the creation of jobs. With the current renewal, we are adding the designation of "commercial", to reflect the intention of the program to support both commercial and industrial development. Other language regarding ineligible projects was removed to clarify the intent of the program.

Origination:

City Manager Robby Hefton

Financial Consideration:

There is no immediate impact to revising and approving the guidelines and criteria for the City's Industrial and Commercial 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 and Commercial Tax Abatement Program.

Attachments

Resolution No. 6080

Industrial & Commercial Tax Reinvestment Procedures Manual/Application

RESOLUTION NO. 6080

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, RENEWING GUIDELINES AND CRITERIA FOR THE CITY OF SHERMAN'S INDUSTRIAL AND COMMERCIAL 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. 5862, passed and approved on June 2, 2014, 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 Industrial and Commercial Tax Abatement Programs, as required by law:

CITY OF SHERMAN'S RENEWED INDUSTRIAL AND COMMERCIAL 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 Industrial and Commercial 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 _____, 2016.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

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

INDUSTRIAL AND COMMERCIAL
TAX REINVESTMENT
PROCEDURES MANUAL
AND
APPLICATION



SHERMAN, TEXAS

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GENERAL PURPOSE AND OBJECTIVES

The City of Sherman is committed to the promotion of high quality development in all parts of the city and to an ongoing improvement in the quality of life for its citizens. As these objectives are generally served by the enhancement and expansion of the local economy, the City of Sherman will, on a case-by-case basis, give consideration to providing tax abatement as a stimulation for economic development in Sherman. It is the policy of the City of Sherman that said consideration will be provided in accordance with the procedures and criteria outlined in this document. Nothing herein shall imply or suggest that the City of Sherman is under any obligation to provide tax abatement to any applicant. All applicants shall be considered on a case-by-case basis.

DEFINITION OF TERMS

Act – The Property Redevelopment and Tax Abatement Act, Texas Tax Code Ann. 312.001, et seq., as amended from time to time.

Agreement – A contractual agreement between a property owner and/or lessee and taxing entity for the purpose of tax abatement.

Applicant – An owner of real property located in a reinvestment zone who requests tax abatement in accordance with these guidelines.

Base Year Value – The assessed value of eligible property on January 1 preceding the execution of the agreement made after January 1 but before the execution of the agreement.

Economic Life – The number of years a property improvement is expected to be in service in a facility.

Deferred Maintenance – Improvements necessary for continued operations that do not improve productivity or alter the process technology.

Expansion – The addition or enlargement of buildings, structures, fixed machinery or equipment for the purposes of increasing production capacity.

Facility – Property improvements completed or in the process of construction which together comprise an integral whole.

Modernization – The replacement and upgrading of existing facilities which increases the productive input or output, updates the technology, or substantially lowers the unit cost of the operation. Modernization may result from the construction, alteration, or installation of buildings, structures, fixed machinery or equipment. It shall not be for the purpose of reconditioning, refurbishing or repairing.

New Facility – A property previously undeveloped that is placed into service by means other than or in conjunction with expansion or modernization.

Reinvestment Zone – An area designated in accordance with the Act by the City of Sherman, or if outside the city limits of Grayson County. Only property in a Reinvestment Zone is eligible for tax abatement.

Total Facility – All buildings and structures including fixed machinery and equipment at the site(s) where the “abatement facility” is located.

APPLICANT ELIGIBILITY

A Facility may be eligible for abatement if it is located in a Reinvestment Zone and construction has not begun.

As provided in the Act, abatement may only be granted for the value of eligible property subsequent to and listed in an abatement agreement between the taxing entity and the property owner and lessee (if required), subject to such limitations as the taxing entity may require.

Abatement may be granted for new facilities and improvements to existing facilities for purposes of modernization or expansion.

Eligible Property – Abatement may be extended to the value of buildings, structures, machinery and equipment, site improvement plus that office space and related improvements necessary to the operation and administration of the facility.

Ineligible Property – The following types of property shall be fully taxable and ineligible for abatement: land; inventories; supplies; tools; furnishings and other forms of movable personal property; vehicles; vessels; aircraft; housing; hotel accommodations; deferred maintenance investments; property owned or used by the State of Texas or its political subdivisions or by any organization owned, operated or directed by a political subdivision of the State of Texas.

Owned/Leased Facilities – If a leased facility is granted an abatement, the agreement shall be executed with the lessor and the lessee. Further constraints will be considered under any lease hold facility.

Value and Term of Abatement – Upon determination that a Tax Abatement should be offered to the applicant, the value and terms of the abatement to be considered will be up to ten (10) years and up to 100% abatement including the construction period as provided by Texas State Law. Abatement shall be granted effective with the January 1 valuation date immediately following the date of execution of the abatement agreement.

Required Investment – Generally, a project must include at least \$10,000,000 in investment to be considered for a tax abatement.

COMMITTEE

Any request for tax abatement shall be reviewed by the Tax Reinvestment Committee, said committee being comprised of two elected officials from each of the tax entities involved.

The Tax Reinvestment Committee may consider requests for abatement for property not presently located in a Reinvestment Zone. In that case, the Tax Reinvestment Committee will also make a recommendation to the City of Sherman that a certain geographic area be designated a Reinvestment Zone.

The Tax Reinvestment Committee serves as a recommending body to the taxing entities regarding whether economic development incentives should be offered in each individual case.

CRITERIA

Employment Impact

How many jobs will be brought to Sherman?

What types of jobs will be created?

What will the total annual payroll be? Include current and increase factors.

Fiscal Impact

How much real and personal property value will be added to the tax rolls?

What is the economic life of the personal property?

How much direct sales tax will be generated?

How will this project affect existing businesses and/or office facilities?

What infrastructure construction would be required?

What is the total annual operating budget of this facility projected to be? (For expansion, state current and projected increase.)

Community Impact

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

How compatible is the project with the City's Comprehensive Plan?

What environmental impact, if any, will be created by the project?

PROCEDURES

Grayson County, Grayson College, Sherman Independent School District, and the City of Sherman have in place resolutions allowing them to participate in Tax Reinvestment Zones and tax abatement agreements.

Any person, partnership, organization, corporation or other entity desiring that the City of Sherman consider providing tax abatement to encourage location of operations within the city limits of Sherman shall be required to comply with the following procedural guidelines. Nothing within these guidelines shall imply or suggest that Sherman be under any obligation to provide a tax abatement in any amount of value to any applicant.

1. Preliminary Application Steps

- A. Applicant shall submit an "Application for Tax Abatement."
- B. Applicant shall address all criteria questions outlined in Section II in narrative form.
- C. Applicant shall prepare a survey map showing the precise location of the property, all roadways within five hundred (500) feet of the site, all existing land uses and zoning within five hundred (500) feet of the site, and the kind, number and location of all proposed improvements.
- D. City may request applicant to provide substantiation of the economic feasibility of the overall project to assist in determining the long-term benefit to the City.
- E. A complete legal description shall be provided.
- F. Applicant shall complete all forms and information detailed in Items A through B above and submit them to the City of Sherman or the Sherman Economic Development Corporation (SEDCO).

2. All information in the application package detailed above will be reviewed for completeness and accuracy. Additional information may be required as needed.

Applicant may be asked to meet with representatives of the City and SEDCO to discuss the details of the application and prepare it for a presentation of proposal to the Tax Reinvestment Committee. These meetings are held in confidence.

3. Applicant presents a proposal to the Tax Reinvestment Committee. (This committee consists of two representatives from the following taxing entities: Grayson County, Sherman Independent School District, Grayson College, and the Sherman City Council.) The proposal will need to include the total capital investment, type of project, and number of expected jobs to be created. The Tax Reinvestment Committee will determine the percentage and duration of tax abatement, if any, they will propose to their respective boards and council. Again, these meetings are held in confidence.
4. The Tax Reinvestment Committee representatives will present the proposal under an identifying number to avoid disclosure of Applicant to: Grayson County Commissioners Court, Sherman Independent School District Board, Grayson College Board, and the Sherman City Council.

The representatives are responsible for requesting this item be placed on their respective agendas for discussion.

If the Applicant's facility is not in a Reinvestment Zone, the City of Sherman's representatives will propose an ordinance to the City Council, designating the Tax Reinvestment Zone and approving the terms of percentage and duration of tax abatement. If the Applicant is located outside the Sherman city limits, and is within Grayson County, the Tax Reinvestment Zone would be designated by Grayson County.

The governing bodies of the Sherman Independent School District, Grayson College, and Grayson County may consider participation in the tax abatement agreement between the City of Sherman and the Applicant.

LEGAL DOCUMENTATION PREPARATION

The governing body eligible for initiating the designation of the Reinvestment Zone (City or County) will be responsible for drafting the proposed agreement pursuant to the approved Tax Abatement, as well as all collateral documentation.

All legal fees associated with the drafting of the document are to be paid by the applicant.

The legal document is to include the following:

1. Estimated value of expansion or new construction to be abated.
2. Percent of value to be abated each year.
3. Commencement date and the termination date of abatement.
4. Proposed use of the facility, nature of construction, time schedule, map, property description and improvements list as provided in the application.
5. Contractual obligations in the event of default, violation of terms or conditions, delinquent taxes, recapture and administration.

EXECUTION OF AGREEMENT

TAX REINVESTMENT ZONE INDUSTRIAL AND COMMERCIAL APPLICATION

SECTION I

1. Property Owner: _____
Mailing Address: _____
Telephone Numbers: _____
2. Property Owner's Representative: _____
Mailing Address: _____
Telephone Numbers: _____
3. Physical Property Address: _____
4. Property Legal Description (include as an attachment with metes and bounds)
5. Property is located within: City of Sherman? _____
Sherman I.S.D.? _____
Grayson County? _____
6. Description of Project: _____

7. Date of projected occupation of project/initiation of operations: _____
8. Narrative response to criteria questions in Section II of application? _____
(Yes or No, and include attachment)

SECTION II

Employment Impact

How many jobs will be brought to Sherman?

What types of jobs will be created?

What will the total annual payroll be? Include current and increase factors.

Fiscal Impact

How much real and personal property value will be added to the tax rolls?

What is the economic life of the personal property?

How much direct sales tax will be generated?

How will this project affect existing businesses and/or office facilities?

What infrastructure construction would be required?

What is the total annual operating budget of this facility projected to be? (For expansion, state current and projected increase.)

Community Impact

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

How compatible is the project with the City's Comprehensive Plan?

What environmental impact, if any, will be created by the project?



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. D. 2.

Meeting Date: 05/16/2016

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

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6081

Awarding a Bid to and Authorizing Execution of a Contract with Vessels Construction, A Division of VesCor, Inc., for the Loy Lake Road Reconstruction Project

Issue:

To consider awarding a bid to and authorizing execution of a contract with Vessels Construction, A Division of VesCor, Inc., based on an Invitation to bid for the Loy Lake Road Reconstruction Project

Background:

The project will expand Loy Lake Road to a four-lane divided roadway from U.S. Highway 82 to Sara Swamy Drive.

An Invitation to Bid for the Loy Lake Road Reconstruction Project was made and, on April 26, 2016, bids were received and opened. One (1) bid was received, with the lowest bid being submitted by Vessels Construction, A Division of VesCor, Inc., in the amount of \$1,943,909.77. A bid tabulation is attached. City staff recommends contracting with Vessels Construction, A Division of VesCor, Inc.

Origination:

Department of Public Works

Financial Consideration:

Funding for this construction is available in the Capital Improvement Project fund for fiscal year 2016.

Staff Recommendation:

It is recommended that the bid be awarded for the Loy Lake Road Reconstruction Project to the low bidder, Vessels Construction, A Division of VesCor, Inc., in the amount of \$1,943,909.77. It is also recommended that the City Manager be authorized to execute the required contract documents.

Alternatives:

As may be directed by the City Council

Attachments

Resolution No. 6081

Contract Agreement

Bid Submittal Form

Site Map

RESOLUTION NO. 6081

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH VESSELS CONSTRUCTION, A DIVISION OF VESCOR, INC., FOR THE LOY LAKE ROAD RECONSTRUCTION PROJECT; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That Vessels Construction, A Division of VesCor, Inc., is hereby awarded the bid in the total amount of One Million Nine Hundred Forty-Three Thousand Nine Hundred Nine Dollars and Seventy-Seven Cents (\$1,943,909.77) for the Loy Lake Road Reconstruction Project; that the project will expand Loy Lake Road to a four-lane divided roadway from U.S. Highway 82 to Sara Swamy Drive to the existing city limits; and that the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a contract with Vessels Construction, A Division of VesCor, Inc., in accordance with the terms and provisions of all contract documents attached hereto and made a part hereof for all purposes.

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

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

BY: _____
BRANDON S. SHELBY,
CITY ATTORNEY

SECTION CA

CONTRACT AGREEMENT

CONTRACT AGREEMENT

STATE OF TEXAS

COUNTY OF GRAYSON

THIS AGREEMENT is made and entered into this 16th day of May, 2016, by and between the City of Sherman, of the County of Grayson and State of Texas, acting through its City Manager, thereunto duly authorized so to do, Party of the First Part, hereinafter termed the OWNER, and Vessels Construction, A Division of VesCor, Inc., of the City of Sherman, County of Grayson, State of Texas, Party of the Second Part, hereinafter termed CONTRACTOR.

WITNESSETH: That for and in consideration of the payment and agreement hereinafter mentioned, to be made and performed by the OWNER, the said CONTRACTOR hereby agrees with the said OWNER to commence and complete construction of certain improvements as follows:

RECONSTRUCTION OF LOY LAKE ROAD

and all extra work in connection therewith, under the terms as stated in the General and Specific Conditions of the AGREEMENT; and at his own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and other accessories and services necessary to complete the said construction, in accordance with the conditions and prices stated in the Proposal attached hereto and in accordance with the Advertisement for Bids, Instructions to Bidders, General Provisions, Special Provisions, Plans, and other drawings and printed or written explanatory matter thereof, and the Technical Specifications and Addenda thereto, as prepared by the OWNER, each of which has been identified by the endorsement of the CONTRACTOR and the OWNER thereon, together with the CONTRACTOR's written Proposal and the General Provisions, all of which are made a part hereof and collectively evidence and constitute the entire AGREEMENT.

The CONTRACTOR hereby agrees to commence work within ten (10) calendar days after the date of written notice to do so shall have been given to him, to complete the work within Two Hundred and Forty (240) calendar days, after he commences work, subject to such extensions of time as are provided by the General Provisions.

The OWNER agrees to pay the CONTRACTOR One Million Nine Hundred Forty Three Thousand Nine Hundred Nine Dollars and Seventy Seven Cents **(\$1,943,909.77)** in current funds for the performance of the Contract in accordance with the Proposal submitted thereof, subject to additions and deductions, as provided in the General Provisions, and to make payments of account thereof as provided therein.

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

CITY OF SHERMAN, TEXAS (OWNER)

ATTEST:

By: _____
Robby Hefton, City Manager

By: _____
Linda Ashby, City Clerk

(CONTRACTOR)

ATTEST:

By: _____

By: _____

The following to be executed if the CONTRACTOR is a corporation:

I, _____ certify that I am the secretary of the corporation named as CONTRACTOR herein; that _____, who signed this Contract on behalf of the CONTRACTOR is the _____ (official title) of said corporation; that said Contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

Signed: _____

Corporate Seal

**BID SUBMITTAL FORM
UNIT PRICE CONTRACT**

DATE: 4/26/16

Bid Number **2016-03 Construction of Loy Lake Road.**

Bid of Vessels Constructon (hereinafter called

Bidder) To the Honorable Mayor and City Council City of Sherman, Texas (hereinafter called Owner)

Ladies and Gentlemen:

The Bidder, in compliance with your Invitation to Bid for the construction of **Construction of Loy Lake Road.**, having carefully examined the plans, specifications, instructions to bidders, notice to bidders and all other related contract documents and the site of the intended work, and being familiar with all of the conditions surrounding the construction of the intended project including the availability of materials and labor, hereby intends to furnish all labor, materials, and supplies; and to construct the project in accordance with the plans, specifications and contract documents, within the time set forth therein and at the price stated below.

The bidder binds himself on acceptance of his bid to execute a contract and any required bonds, according to the accompanying forms, for performing and completing the said work within the time stated and for the prices stated on next page.

ITEM NO.	TxDOT	City Spec	SC	PLAN	DESCRIPTION	QNTY	UNIT	UNIT PRICE	TOTAL PRICE
STREET IMPROVEMENTS									
P01	500 2001		SC		MOBILIZATION	1	LS		
P02	100 2002		SC		PREPARING ROW	1	STA		
P03	110 2001		SC		EXCAVATION (ROADWAY)	4,344	CY		
P04	132 2008				EMBANKMENT (ROADWAY) (DENSITY CONTROL) (TY D)	2,588	CY		
P05	260 2006				LIME TRT (EXIST MATL) (6")	15,175	SY		
P06	206 2002				HYDRATED LIME	123	TON		
P07	360 2009		SC		CONC PVMT (JOINTED) 8"	13,350	SY		
P08	340 XXXX				4" HMAC (TY B)	64	TON		
P09	340 XXXX				2" HMAC (TY D)	32	TON		
P10	530 2010				DRIVEWAYS (CONC)	900	SY		
P11	531 XXXX				4" REINFORCED CONCRETE SIDEWALK	1,205	SY		
P12	360 XXXX		SC		STREET HEADER	186	LF		
P13	536 6006				CONC MEDIAN (MONO NOSE)	8	EA		
P14	528 XXXX		SC		LANDSCAPE PAVERS (FURNISHED) ON 4" CONC	5,050	SF		
P15	531 2005		SC		CURB RAMP	14	EA		
P16	531 XXXX				LANDSCAPE RAMP TO MEDIAN	3	EA		
P17			SC		SEGMENTAL RETAINING WALL	686	SF		
P18	502 2001		SC		BARRICADES, SIGNS, AND TRAFFIC HANDLING	1	LS		
P19	666 2003		SC		REFL PAV MRK TY I (W) 4" BRK (100MIL)	1,110	LF		
P20	666 2012		SC		REFL PAV MRK TY I (W) 4" SLD (100MIL)	1,359	LF		
P21	666 2015		SC		REFL PAV MRK TY I (W) 8" SLD (100MIL)	1,147	LF		
P22	666 2048		SC		REFL PAV MRK TY I (W) 24" SLD (100MIL)	714	LF		
P23	666 2054		SC		REFL PAV MRK TY I (W) ARROW (100MIL)	20	EA		
P24	666 2111		SC		REFL PAV MRK TY I (Y) 4" SLD (100MIL)	469	LF		
P25			SC	PLAN	FURNISH AND INSTALL NEW SIGN AND SIGN POST ASSEMBLY	17	EA		
P26			SC		RELOCATE RESIDENTIAL MAILBOX	4	EA		
P27			SC		STORM WATER POLLUTION PREVENTION PLAN	1	LS		
P28	506 XXXX		SC		SWPPP - TEMPORARY SEDIMENT CONTROL FENCE (INSTALL/MAINTAIN/REMOVE)	3,120	LF		
P29	506 XXXX		SC		SWPPP - INLET PROTECTION (INSTALL/MAINTAIN/REMOVE)	8	EA		
P30	506 XXXX		SC		CONSTRUCTION EXITS (INSTALL/ MAINTAIN/REMOVE) (TY 1)	2	EA		
P31	160 2003				FURNISHING AND PLACING TOPSOIL (4")	110	CY		
P32			SC		PROJECT SIGN	2	EA		

BF-4 Total

Bidders
Initial

BF-4

ITEM NO.	TxDOT	City Spec	SC	PLAN	DESCRIPTION	QNTY	UNIT	UNIT PRICE	TOTAL PRICE
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BASE BID - STORM SYSTEM

D01	464 2003				RC PIPE (CL III)(18 IN)	266	LF		
D02	464 2009				RC PIPE (CL III)(36 IN)	5	LF		
D03	464 6010				RC PIPE (CL III)(48 IN)	161	LF		
D04					5'x5' JUNCTION BOX (COMPLETE)	1	EA		
D05					4' MANHOLE (COMPLETE)	1	EA		
D06					5' STANDARD CURB INLET (COMPLETE)	2	EA		
D07	465 2521				INLET (COMPL)(CURB)(10')	5	EA		
D08					15' STANDARD CURB INLET (COMPLETE)	1	EA		
D09	402 2001				TRENCH EXCAVATION PROTECTION (STORM SYSTEM)	433	LF		

BASE BID - WATER SYSTEM

W01			SC		8" PVC PIPE (AWWA, C905, DR-21)	956	LF		
W02			SC		CONNECT TO EXISTING 8" WATER LINE	2	EA		
W03			SC		8" GATE VALVE (AWWA C515 OR C509)	3	EA		
W04			SC		WATER METER	5	EA		
W05			SC		FIRE HYDRANT ASSEMBLY W/ 6" GATE VALVE	3	EA		
W06			SC		WATER LINE LOWERING	3	EA		
W07	402 2001				TRENCH EXCAVATION PROTECTION (WATER SYSTEM)	956	LF		

BASE BID -TRAFFIC SIGNAL

TS 1	416 6030				DRILL SHAFT (TRF SIG POLE) (24 IN)	22	LF		
TS 2	416 6031				DRILL SHAFT (TRF SIG POLE) (30 IN)	22	LF		
TS 3	416 6032				DRILL SHAFT (TRF SIG POLE) (36 IN)	104	LF		
TS 4	416 6032				DRILL SHAFT (TRF SIG POLE) (48 IN)	0	LF		
TS 5	618 6023				CONDT (PVC) (SCHD 40) (2")	85	LF		
TS 6	618 6024				CONDT (PVC) (SCHD 40) (2") (BORE)	725	LF		
TS 7	618 6029				CONDT (PVC) (SCHD 40) (3")	245	LF		
TS 8	618 6030				CONDT (PVC) (SCHD 40) (3") (BORE)	0	LF		
TS 9	618 6033				CONDT (PVC) (SCHD 40) (4")	150	LF		
TS 10	618 6034				CONDT (PVC) (SCHD 40) (4") (BORE)	850	LF		
TS 11	620 6012				ELEC CONDR (NO. 4) INSULATED	272	LF		
TS 12	620 6009				ELEC CONDR (NO. 6) BARE	2,425	LF		
TS 13	620 6008				ELEC CONDR (NO. 8) INSULATED	2,876	LF		

BF-5 Total _____
 Bidders _____
 Initial _____

ITEM NO.	TxDOT	City Spec	SC	PLAN	DESCRIPTION	QNTY.	UNIT	UNIT PRICE	TOTAL PRICE
TS 14	620 6004				ELEC CONDR (NO. 12) INSULATED	670	LF		
TS 15	624 6008				GROUND BOX TY C (162911) W/APRON	13	EA		
TS 16	628 6115				ELC SRV TY D 120 / 240 060 (NS) AL (E) PS (U)	2	EA		
TS 17	680 6002				INSTALL HWY TRF SIG (ISOLATED)	4	EA		
TS 18	682 6023				BACK PLATE (12 IN) (3 SEC)	22	EA		
TS 19	682 6024				BACK PLATE (12 IN) (4 SEC)	4	EA		
TS 20	682 6001				VEH SIG SEC (12 IN) LED (GRN)	22	EA		
TS 21	682 6002				VEH SIG SEC (12 IN) LED (GRN ARW)	4	EA		
TS 22	682 6003				VEH SIG SEC (12 IN) LED (YEL)	22	EA		
TS 23	682 6004				VEH SIG SEC (12 IN) LED (YEL ARW)	8	EA		
TS 24	682 6005				VEH SIG SEC (12 IN) LED (RED)	22	EA		
TS 25	682 6006				VEH SIG SEC (12 IN) LED (RED ARW)	4	EA		
TS 26	682 6018				LED COUNTDOWN PED SIGNAL MOD W/HOUSING	12	EA		
TS 27	684 6031				TRF SIG CBL (TY A) (14 AWG) (5 CONDR)	1,060	LF		
TS 28	684 6033				TRF SIG CBL (TY A) (14 AWG) (7 CONDR)	255	LF		
TS 29	684 6036				TRF SIG CBL (TY A) (14 AWG) (10 CONDR)	139	LF		
TS 30	684 3046				TRF SIG CBL (TY A) (14 AWG) (20 CONDR)	1,260	LF		
TS 31	684 6079				TRF SIG CBL (TY C) (12 AWG) (2 CONDR)	2,021	LF		
TS 32	686 6033				INS TRF SIG PL AM(S) 1 ARM (32')	2	EA		
TS 33	686 6037				INS TRF SIG PL AM(S) 1 ARM (36')	2	EA		
TS 34	686 6047				INS TRF SIG PL AM(S) 1 ARM (44') LUM	4	EA		
TS 35	686 6049				INS TRF SIG PL AM(S) 1 ARM (48')	1	EA		
TS 36	687 6001				PED POLE ASSEMBLY	1	EA		
TS 37	687 6002				PEDESTRIAN PUSH BUTTON STATION	4	EA		
TS 38	688 6001				APS PUSH BUTTONS AND SIGN ASSEMBLIES	13	EA		
TS 39	690 6029				FURNISH & INSTALL OF SIGNAL RELATED SIGNS	15	EA		
TS 40	6002 6001				VIVDS PROCESSOR SYSTEM	2	EA		
TS 41	6002 6002				VIVDS CAMERA ASSEMBLY	8	EA		
TS 42	6002 6005				VIVDS COMMUNICATION CABLE (COAXIAL)	1,897	LF		
TS 43	6027 6003				CONDUIT (PREPARE)	767	EA		
TS 44	6027 6008				GROUND BOX (PREPARE)	4	EA		
TS 45	6090 6002				ILSN (LED) (8S)	8	EA		

BF-6 Total

Bidders Initial

ITEM NO.	TxDOT	City Spec	SC	PLAN	DESCRIPTION	QNTY.	UNIT	UNIT PRICE	TOTAL PRICE
TS 46	680 6004				REMOVING TRAFFIC SIGNALS*	1	EA		
TS 47	690 2128				REMOVE OF PED POLE ASSM	1	EA		
TS 48	690 6006				REMOVAL OF GROUND BOXES	4	EA		
TS 49	690 6024				REMOVAL OF SIGNAL HEAD ASSM	6	EA		
TS 50	690 6029				REMOVAL OF SIGNAL RELATED SIGNS	1	EA		
TS 51	690 6033				REMOVAL OF TRAFFIC SIGNAL POLE FND	2	EA		
TS 52	690 6051				REMOVAL OF SIGNAL POLE ASSM	2	EA		
TS 53	---				APS PUSH BUTTONS AND SIGN ASSEMBLIES (REMOVAL ONLY)	3	EA		

BASE BID -ILLUMINATION

IL1	416 6029				DRILLED SHAFT FOUNDATION (RDWY ILL POLE) (8' LN X 30" DIA)	96	LF		
IL2	610	TS			IN RD IL (TY SA) 30T-2-2 (250W EQ) LED	12	EA		
IL3	618 6023				CONDUIT (PVC) (SCHD 40) (2")	2,185	LF		
IL4	618 6046				CONDUIT (PVC) (SCHD 80) (2")	20	LF		
IL5	618 6047				CONDUIT (PVC) (SCHD 80) (2") (BORE)	280	LF		
IL6	620 6009				ELECTRIC CONDUCTOR (NO. 6) BARE	2,445	LF		
IL7	620 6010				ELECTRIC CONDUCTOR (NO. 6) INSULATED	5,010	LF		
IL8	624 6002				GROUND BOX TY A (122311) W/ APRON	2	EA		
IL9	628 6044				ELECTRICAL SERVICE TYPE A (240/480)060(NS)SSEPS(U)	1	EA		

BASE BID -IRRIGATION

I1	170 6001	TS 02900	SC		IRRIGATION SYSTEM	1	LS		
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BASE BID -LANDSCAPE

LA1		TS 02800	SC		PLANT 3" CALIPER TREE	22	EA		
LA2		TS 02800	SC		PLANT 7 GALLON SHRUB	22	EA		
LA3		TS 02800	SC		PLANT 3 GALLON ORNAMENTAL GRASS	431	EA		
LA4		TS 02800	SC		PLANT 1 GALLON ORNAMENTAL GRASS	404	EA		
LA5		TS 02800	SC		PLANT 1 GALLON GROUNDCOVER	247	EA		
LA6			SC	PLAN	CONCRETE MOW STRIP	1,062	LF		
LA7		TS 02800	SC		TREE PROTECTION FENCE	2,796	LF		
LA11		TS 02800	SC		MULCH	420	SY		
LA12		TS 02800	SC		PLANTING MIX	140	CY		
LA14	162 XXXX	TS 02800			SOD (ROLL MIN. 36" WIDE)	8,500	SY		
LA15	162 XXXX	TS 02800			SEED (ALLOWANCE ITEM)	1,000	SY		

BF-7 Total _____

Bidders Initial _____

ITEM NO.	TxDOT	City Spec	SC	PLANS	DESCRIPTION	QNTY.	UNIT	UNIT PRICE	TOTAL PRICE
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BID ALT - WALMART DRIVEWAY

A1	530 2010				DRIVEWAY (CONC)	245	SY		
A2	528 XXXX				LANDSCAPE PAVERS (FURNISHED) ON 4" CONC	150	SF		
A3	110 2001				EXCAVATION (ROADWAY)	45	CY		
A4	260 2006				LIME TRT (EXIST MATL) (6")	270	SY		
A5	206 2002				HYDRATED LIME	2	TON		

BF-8 Total _____

BF-4 Total _____

BF-5 Total _____

BF-6 Total _____

BF-7 Total _____

BF-8 Total _____

PROJECT
TOTAL _____

Bidders Initial _____

Bidder hereby agrees to commence the work on the above project on a date to be specified in a written "Notice to Proceed" of the Owner and to substantially complete the project within **TWO HUNDRED FORTY (240) CONSECUTIVE CALENDAR DAYS** thereafter as stipulated in the specifications and other contract documents. Bidder hereby further agrees to pay to Owner as liquidated damages the sum of **THREE-HUNDRED DOLLARS (\$300)** for each consecutive calendar day in excess of the time set forth herein above for completion of this project, all as more fully set forth in the general conditions of the contract documents.

If the project is not complete by November 16, 2016, the contractor must stop all work from November 16, 2016 until January 9, 2017. During that time the contractor shall coordinate and get approval of the work zone by the City before stopping work.

Bidder understands and agrees that this bid submittal shall be completed and submitted in accordance with instruction of Section IB "Instructions to Bidders".

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any formality in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids.

The undersigned Bidder hereby declares that he has visited the site of the work and has carefully examined the plans, specifications and contract documents pertaining to the work covered by this bid, and he further agrees to commence work on or before the date specified in the written notice to proceed, and to substantially complete the work on which he has bid; as provided in the contract documents.

Bidders are required, whether or not a payment or performance bond is required, to submit a cashier's check or certified check issued by a bank satisfactory to the City of Sherman, or a bid bond from a reliable surety company, payable without recourse to the order of the City of Sherman in an amount not less than five percent (5%) of the total amount of the bid submitted as a guarantee that bidder will enter into a contract, obtain all required insurance policies, and execute all necessary bonds (if required) within ten (10) business days after notice of award of the contract to him

All items, labor, materials, equipment, facilities, incidentals and work required for construction of the project are to be provided and installed by the Contractor as part of the project and payment for the cost of such shall be included in the price bid for the construction of the project.

Prices must be shown in words and figures for each item listed in the Proposal. In the event of discrepancy, the words shall control.

Materials, which are "tax exempt", are those items which are physically incorporated into the facilities constructed for the City of Sherman, as set forth in the Special Provisions. Materials include, but are not limited to purchased items; such as water pipe, sanitary sewer pipe, storm drain pipe, etc.

Services, which are "not tax exempt", are those items which are used by the Contractor but are not physically incorporated into the City of Sherman's facility and/or items which are consumed by construction, as set forth in the Special Provisions. Services include, but are not limited to, items such as supplies, tools, skill and labor, the purchase, rental or lease of equipment, etc.



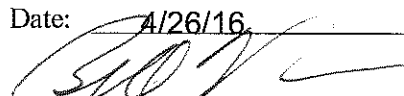
Bidder's Initials

Enclosed with this bid is a Cashier's Check or Certified Check for _____ Dollars (\$ _____) or a Bid Bond in the sum of 5% of bid Dollars (\$ _____), which it is agreed shall be collected and retained by the Owner as liquidated damages in the event the bid is accepted by the Owner and the undersigned fails to execute the necessary contract documents, insurance certificates, and the required bond (if any) with the Owner within ten (10) business days after the date of receipt of written notification of acceptance of said bid; otherwise, said check or bond shall be returned to the undersigned upon demand.

Bidder understands and agrees that the contract to be executed by Bidder shall be bound and include all contract documents made available to him for his inspection in accordance with the Notice to Bidders.

Pursuant to Texas Local Government Code 252.043(a), a competitive sealed bid that has been opened may not be changed for the purpose of correcting an error in the bid price. **THEREFORE, ANY CORRECTIONS TO THE BID PRICE MUST BE MADE ON THE BID SUBMITTAL FORM PRIOR TO BID OPENING.**

Date: 4/26/16


Authorized Signature

Bill Vessels, Pres.
(Printed or Typed Name)

Vessels Construction
Company
PO Box 28
Address
Sherman, Grayson
City, County
Texas, 75091
State Zip Code
Telephone: 903 - 870-0428

Fax: 903 - 892-2653

FEDERAL TAX ID or SOCIAL SECURITY No.

75-2788203

EMAIL: bill@vesselsconstruction.com

(Seal if Bidder is a Corporation)

ATTEST:


Secretary

Bidder acknowledges receipt of the following addenda:

Addenda No. 1 Date 4/20/16

Addenda No. _____ Date _____

Addenda No. _____ Date _____

Addenda No. _____ Date _____

Item No.	Description	Unit Price	Units	UM	Unit Bid	Total Bid	
P01	Mobilization	Thirty Four Thousand Two Hundred Forty Four Dollars and No Cents	1	Is	\$34,244.00	\$34,244.00	
P02	Prep Row	Thirty Four Thousand Nine Hundred Eighty One Dollars and No Cents	1	Is	\$34,981.00	\$34,981.00	
P03	Excavation (Rdwy)	Fourteen Dollars and One Cent	4344	Cy	\$14.01	\$60,859.44	
P04	Embankment (Rdwy)	Eleven Dollars and Eleven Cents	2588	CY	\$11.11	\$28,752.68	
P05	Lime Stabilization	Three Dollars and Sixteen Cents	15175	SY	\$3.16	\$47,953.00	
P06	Hydrated Lime	One Hundred Seventy Two Dollars and Fifty Cents	122.9175	Tons	\$172.50	\$21,203.27	
P07	8" Conc pvmt	Forty Nine Dollars and Forty One Cents	13350	SY	\$49.41	\$659,623.50	
P08	4" Ty B	One Hundred Eighty Six Dollars and Ninety Six Cents	64	Tons	\$186.96	\$11,965.44	
P09	2" TY D	One Hundred Ninety Seven Dollars and Forty Six Cents	32	Tons	\$197.46	\$6,318.72	
P10	Driveways (Conc)	Forty Five Dollars and Sixty Five Cents	900	SY	\$45.65	\$41,085.00	
P11	4" Sidewalk	Thirty Nine Dollars and Ninety Five Cents	1205	SY	\$39.95	\$48,139.75	
P12	Street header	Sixteen Dollars and Forty Two Cents	186	LF	\$16.42	\$3,054.12	
P13	Conc Median (Mono nose)	Fifty Dollars and No Cents	8	EA	\$50.00	\$400.00	
P14	Ldscp Pavers	Fourteen Dollars and Forty Cents	5050	SF	\$14.40	\$72,720.00	
P15	Curb Ramp	Six Hundred Dollars and No Cents	14	EA	\$600.00	\$8,400.00	
P16	Ldscp ramp to median	One Hundred Dollars and No Cents	3	EA	\$100.00	\$300.00	
P17	Segmental ret wall	Thirty Dollars and Seventy One Cents	685	SF	\$30.71	\$21,036.35	
P18	Barricades, signs, etc	Thirty Six Thousand Eight Hundred Fifty Dollars and No Cents	1	LS	\$36,850.00	\$36,850.00	
P19	Pav mrk Ty 1 W 4" brk	Two Dollars and Twenty Cents	1110	LF	\$2.20	\$2,442.00	
P20	Pav mrk Ty 1 W 4" sld	Two Dollars and Twenty Cents	1359	LF	\$2.20	\$2,989.80	
P21	Pav mrk Ty 1 W 8" sld	Three Dollars and Thirty Cents	1147	LF	\$3.30	\$3,785.10	
P22	Pav mrk Ty 1 W 24" sld	Eight Dollars and Eighty Cents	714	LF	\$8.80	\$6,283.20	

P23	Pav mrk Ty 1 W arrow	Two Hundred Thirty Six Dollars and Fifty Cents	20	EA	\$236.50	\$4,730.00	
P24	Pav mrk Ty 1 Y 4" slt	Two Dollars and Twenty Cents	469	LF	\$2.20	\$1,031.80	
P25	New sign & post assy	One Hundred Ninety Two Dollars and Fifty Cents	17	EA	\$192.50	\$3,272.50	
P26	Rel mailbox	One Hundred Twenty Five Dollars and Fifty Eight Cents	4	EA	\$125.58	\$502.32	
P27	SWPPP	Six Hundred Fifty Five Dollars and No Cents	1	LS	\$655.00	\$655.00	
P28	SWPP- silt fence	One Dollar and Thirty Eight Cents	3120	LF	\$1.38	\$4,305.60	
P29	SWPP-inlet protection	Two Hundred Fourteen Dollars and Fifty Cents	8	EA	\$214.50	\$1,716.00	
P30	Const exit	One Thousand Three Hundred Seventy Five Dollars and No Cents	2	EA	\$1,375.00	\$2,750.00	
P31	F & l topsoil	Seventy Three Dollars and Sixty Cents	110	CY	\$73.60	\$8,096.00	
P32	Project sign	Four Hundred Forty Dollars and No Cents	2	EA	\$440.00	\$880.00	
TOTAL BF-4						\$1,181,325.59	
D01	18" RCP CI III	Fifty One Dollars and Twenty Nine Cents	266	LF	\$51.29	\$13,643.14	
D02	36" RCP CI III	Ninety Eight Dollars and Sixteen Cents	5	lf	\$98.16	\$490.80	
D03	48" RCP CI III	One Hundred Forty Six Dollars and Eighty Six Cents	161	lf	\$146.86	\$23,644.46	
D04	5 X 5 Junction box	Four Thousand Seven Hundred Sixty Four Dollars and No Cents	1	lf	\$4,764.00	\$4,764.00	
D05	4' Manhole	Four Thousand Two Hundred Eleven Dollars and No Cents	1	ea	\$4,211.00	\$4,211.00	
D06	5' curb inlet	Three Thousand Seven Hundred Ninety One Dollars and No Cents	2	EA	\$3,791.00	\$7,582.00	
D07	10' curb inlet	Four Thousand Eight Hundred Twelve Dollars and Sixty One Cents	5	EA	\$4,812.61	\$24,063.05	
D08	15' curb inlet	Five Thousand Eight Hundred Forty Two Dollars and No Cents	1	CY	\$5,842.00	\$5,842.00	
D09	Trench exc safety	One Dollar and Ninety One Cents	433	EA	\$1.91	\$827.03	
W01	8" DR18	Twenty Eight Dollars and Seventy One Cents	940	LF	\$28.71	\$26,987.40	
W02	Conn exstg water	Two Thousand Ten Dollars and No Cents	2	EA	\$2,010.00	\$4,020.00	
W03	8" GV	One Thousand Nine Hundred Fifty One Dollars and One Cent	2	EA	\$1,951.01	\$3,902.02	

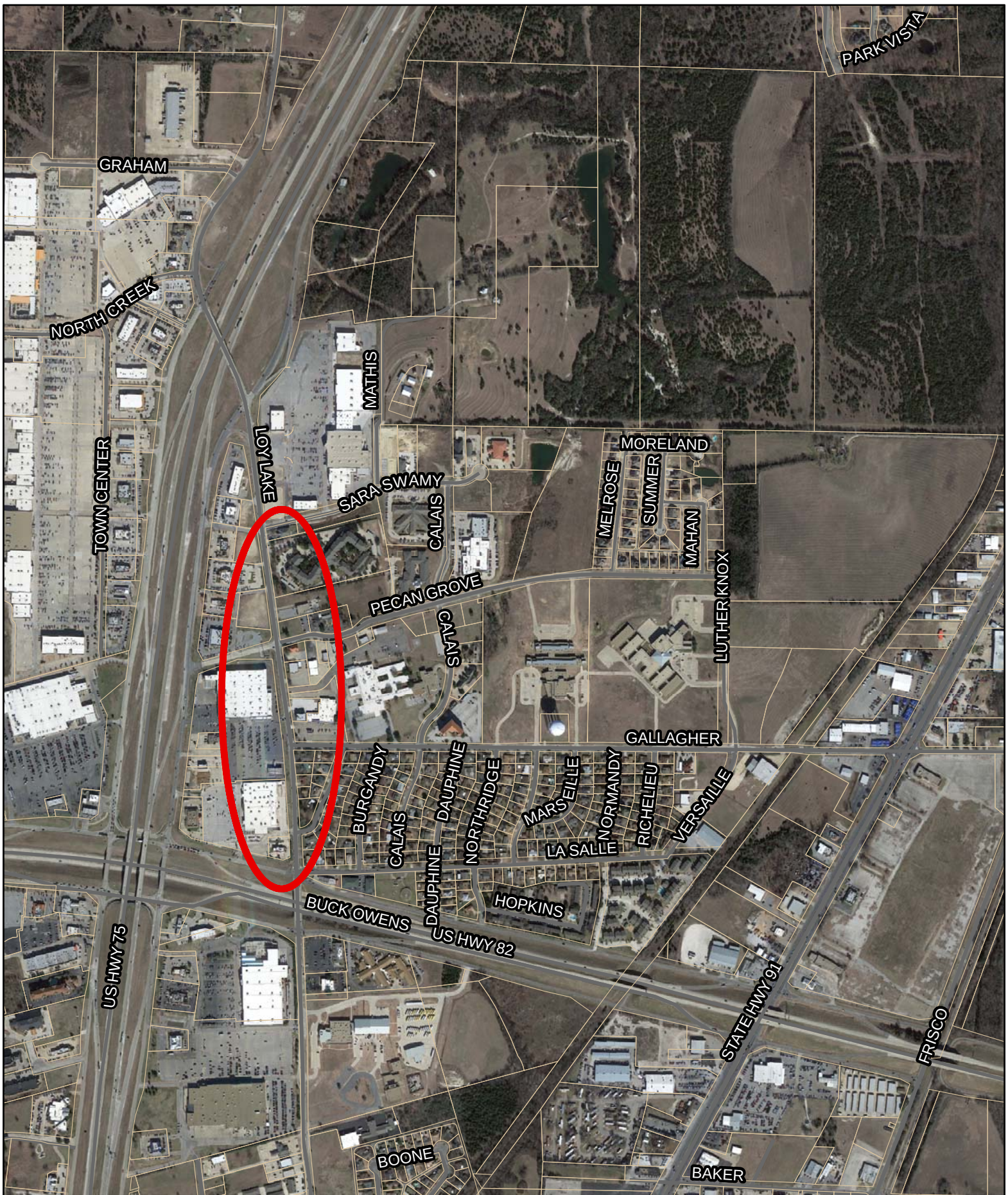
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W04	Water meter	One Thousand Six Hundred Ninety Four Dollars and Fifteen Cents	5	EA	\$1,694.15	\$8,470.75
W05	Fire hydrant assy.	Four Thousand One Hundred One Dollars and Seventy Six Cents	2	EA	\$4,101.76	\$8,203.52
W06	Water line lowering	One Thousand Seven Hundred Four Dollars and Fifty Cents	3	EA	\$1,704.50	\$5,113.50
W07	Trench Exc Protection	No Dollars and One Cent	940	EA	\$0.01	\$9.40
TS1	Drill Shaft 24"	One Hundred Ten Dollars and No Cents	22	LF	\$110.00	\$2,420.00
TS2	Drill Shaft 30"	One Hundred Ninety Eight Dollars and No Cents	22	LF	\$198.00	\$4,356.00
TS3	Drill Shaft 36"	Two Hundred Nine Dollars and No Cents	104	LF	\$209.00	\$21,736.00
TS4	Drill Shaft 48"	No Dollars and No Cents	0	LF	\$0.00	\$0.00
TS5	Condt 2"	Eight Dollars and Eighty Cents	85	LF	\$8.80	\$748.00
TS6	Condt 2" Bore	Seventeen Dollars and Sixty Cents	725	LF	\$17.60	\$12,760.00
TS7	Condt 3"	Eleven Dollars and No Cents	245	LF	\$11.00	\$2,695.00
TS8	Condt 3" Bore	No Dollars and No Cents	0	LF	\$0.00	\$0.00
TS9	Condt 4"	Thirteen Dollars and Twenty Cents	150	LF	\$13.20	\$1,980.00
TS10	Condt 4" Bore	Nineteen Dollars and Eighty Cents	850	LF	\$19.80	\$16,830.00
TS11	Elec Condr #4 insulated	Two Dollars and Twenty Cents	272	LF	\$2.20	\$598.40
TS12	Elec Condr #6 bare	One Dollar and Ten Cents	2425	LF	\$1.10	\$2,667.50
TS13	Elec Condr #8 insulated	One Dollar and Ten Cents	2876	LF	\$1.10	\$3,163.60
Total BF-5						\$211,728.57
TS14	Elec Condr #12 insulated	No Dollars and Twenty Eight Cents	670	LF	\$0.28	\$187.60
TS15	Ground Box	Seven Hundred Fifteen Dollars and No Cents	13	EA	\$715.00	\$9,295.00
TS16	Elec svc Ty D	Four Thousand Six Hundred Twenty Dollars and No Cents	2	EA	\$4,620.00	\$9,240.00
TS17	Instl Hwy Trf Sig	Sixteen Thousand Five Hundred Dollars and No Cents	4	EA	\$16,500.00	\$66,000.00
TS18	Back Plate 3 sec	Eighty Eight Dollars and No Cents	22	EA	\$88.00	\$1,936.00
TS19	Back Plate 4 sec	One Hundred Thirty Two Dollars and No Cents	4	EA	\$132.00	\$528.00

TS20	Veh Sig Sec 12" Led Grn	Two Hundred Forty Two Dollars and No Cents	22	EA	\$242.00	\$5,324.00
TS21	Veh Sig Sec Grn Arw	Two Hundred Forty Two Dollars and No Cents	4	EA	\$242.00	\$968.00
TS22	Veh Sig Sec Yel	Two Hundred Forty Two Dollars and No Cents	22	EA	\$242.00	\$5,324.00
TS23	Veh Sig Sec Yel Arw	Two Hundred Forty Two Dollars and No Cents	8	EA	\$242.00	\$1,936.00
TS24	Veh Sig Sec Red	Two Hundred Forty Two Dollars and No Cents	22	EA	\$242.00	\$5,324.00
TS25	Veh Sig Sec Red Arw	Two Hundred Forty Two Dollars and No Cents	4	EA	\$242.00	\$968.00
TS26	Countdown Ped signal	Five Hundred Six Dollars and No Cents	12	EA	\$506.00	\$6,072.00
TS27	Trf Sig Cbl (5 condn)	One Dollar and Sixty Five Cents	1060	LF	\$1.65	\$1,749.00
TS28	Trf Sig Cbl (7 condn)	Two Dollars and Seventy Five Cents	255	LF	\$2.75	\$701.25
TS29	Trf Sig Cbl (10 condn)	Three Dollars and Thirty Cents	139	LF	\$3.30	\$458.70
TS30	Trf Sig Cbl (20 condn)	Four Dollars and Forty Cents	1260	LF	\$4.40	\$5,544.00
TS31	Trf Sig Cbl (2 condn)	One Dollar and Ten Cents	2021	LF	\$1.10	\$2,223.10
TS32	Ins Trf Sig 32'	Four Thousand Nine Hundred Fifty Dollars and No Cents	2	EA	\$4,950.00	\$9,900.00
TS33	Ins Trf Sig 36'	Five Thousand Five Hundred Dollars and No Cents	2	EA	\$5,500.00	\$11,000.00
TS34	Ins Trf Sig 44'	Seven Thousand One Hundred Fifty Dollars and No Cents	4	EA	\$7,150.00	\$28,600.00
TS35	Ins Trf Sig 48'	Seven Thousand One Hundred Fifty Dollars and No Cents	1	EA	\$7,150.00	\$7,150.00
TS36	Ped Pole Assy	Two Thousand Seven Hundred Fifty Dollars and No Cents	1	EA	\$2,750.00	\$2,750.00
TS37	Ped Push Button Sta	Two Thousand Seven Hundred Fifty Dollars and No Cents	4	EA	\$2,750.00	\$11,000.00
TS38	Aps Pushbutton & sign	Eight Hundred Twenty Five Dollars and No Cents	13	EA	\$825.00	\$10,725.00
TS39	Signal related signs	Four Hundred Eighteen Dollars and No Cents	15	EA	\$418.00	\$6,270.00
TS40	Vivds processor	Nine Thousand Four Hundred Sixty Dollars and No Cents	2	EA	\$9,460.00	\$18,920.00
TS41	Vivds Camera	One Thousand Six Hundred Fifty Dollars and No Cents	8	EA	\$1,650.00	\$13,200.00
TS42	Vivids cabel coaxial	One Dollar and Sixty Five Cents	1897	EA	\$1.65	\$3,130.05

TS43	Conduit Prep	One Dollar and Ten Cents	767	EA	\$1.10	\$843.70	
TS44	Ground box prep	One Hundred Ten Dollars and No Cents	4	EA	\$110.00	\$440.00	
TS45	Ilsln Led	Four Thousand One Hundred Eighty Dollars and No Cents	8	EA	\$4,180.00	\$33,440.00	
Total BF-6							\$281,147.40
TS46	Rem Trf Sig	Three Thousand Eight Hundred Fifty Dollars and No Cents	1	EA	\$3,850.00	\$3,850.00	
TS47	Rem Ped Pole	Eight Hundred Eighty Dollars and No Cents	1	EA	\$880.00	\$880.00	
TS48	Rem Ground box	Eighty Two Dollars and Fifty Cents	4	EA	\$82.50	\$330.00	
TS49	Rem Sig head	Fifty Five Dollars and No Cents	6	EA	\$55.00	\$330.00	
TS50	Rem sig signs	Twenty Eight Dollars and No Cents	1	EA	\$28.00	\$28.00	
TS51	Rem trf sig pole fdn	One Thousand One Hundred Dollars and No Cents	2	EA	\$1,100.00	\$2,200.00	
TS52	Rem Sig pole	One Thousand One Hundred Dollars and No Cents	2	EA	\$1,100.00	\$2,200.00	
TS53	Rem Aps buttons & signs	Twenty Seven Dollars and Fifty Cents	3	EA	\$27.50	\$82.50	
IL1	Drilled Shaft	One Hundred Seventy Six Dollars and No Cents	96	LF	\$176.00	\$16,896.00	
IL2	In Rd IL	Six Thousand Fifty Dollars and No Cents	12	EA	\$6,050.00	\$72,600.00	
IL3	Cond Sch 40	Eight Dollars and Eighty Cents	2185	LF	\$8.80	\$19,228.00	
IL4	Cond Sch 80	Eleven Dollars and No Cents	20	LF	\$11.00	\$220.00	
IL5	Cond Sch 80 bore	Seventeen Dollars and Sixty Cents	280	LF	\$17.60	\$4,928.00	
IL6	Condr bare	One Dollar and Ten Cents	2445	LF	\$1.10	\$2,689.50	
IL7	Condr Insulated	One Dollar and Ten Cents	5010	LF	\$1.10	\$5,511.00	
IL8	Ground box	Six Hundred Sixty Dollars and No Cents	2	EA	\$660.00	\$1,320.00	
IL9	Elec Service	Four Thousand Nine Hundred Fifty Dollars and No Cents	1	EA	\$4,950.00	\$4,950.00	
I1	Irrigation System	Thirty Three Thousand Five Hundred Fifty Dollars and No Cents	1	EA	\$33,550.00	\$33,550.00	
LA1	3" Tree	Four Hundred Eighteen Dollars and No Cents	22	EA	\$418.00	\$9,196.00	
LA2	7 gal shrub	Fifty Five Dollars and No Cents	22	EA	\$55.00	\$1,210.00	

LA3	3 gal ornamental grass	Nineteen Dollars and Eighty Cents	431	EA	\$19.80	\$8,533.80	
LA4	1 gal ornamental grass	Eight Dollars and Eighty Cents	404	EA	\$8.80	\$3,555.20	
LA5	1 gal ground cover	Thirteen Dollars and Twenty Cents	247	EA	\$13.20	\$3,260.40	
LA6	Concrete mow strip	Eleven Dollars and Thirty Six Cents	1062	If	\$11.36	\$12,064.32	
LA7	Tree protection	One Dollar and Fifty Nine Cents	2796	LF	\$1.59	\$4,445.64	
LA11	Mulch	Five Dollars and Fifty Cents	420	SY	\$5.50	\$2,310.00	
LA12	Planting mix	Thirty Dollars and Eighty Cents	140	CY	\$30.80	\$4,312.00	
LA14	Sod 36"roll	Three Dollars and Eighty Eight Cents	8500	SY	\$3.88	\$32,980.00	
LA15	Seed	No Dollars and Eighty Eight Cents	1000	SY	\$0.88	\$880.00	
Total BF-7							\$254,540.36
A1	Driveways (Conc)	Forty Five Dollars and Sixty Five Cents	245	SY	\$45.65	\$11,183.24	
A2	Ldscp Pavers	Fourteen Dollars and Forty Cents	150	SF	\$14.40	\$2,158.99	
A3	Excavation (Rdwy)	Fourteen Dollars and One Cent	45 Cy		\$14.01	\$629.44	
A4	Lime Stabilization	Three Dollars and Sixteen Cents	270 SY		\$3.16	\$852.19	
A5	Hydrated Lime	One Hundred Seventy Two Dollars and Fifty Cents	2 Tons		\$172.50	\$343.99	
Total BF-8							\$15,167.85
						BF-4 Total	\$1,181,325.59
						BF-5 Total	\$211,728.57
						BF-6 Total	\$281,147.40
						BF-7 Total	\$254,540.36
						BF-8 Total	\$15,167.85
						Project Total	\$1,943,909.77





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. D. 3.

Meeting Date: 05/16/2016

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

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6082

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

Issue:

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

Background:

Earlier this year, Kimley-Horn updated the City's 2009 Thoroughfare Plan and identified a potential connection of Taylor Street/McGee Street across Heritage Parkway (FM 1417). The proposed contract with Kimley-Horn will include the engineering design of a minor arterial street from Heritage Parkway (FM 1417) to SH 289. The project is divided into three phases as shown in the attached site map. Items included in this contract are as follows:

- Preliminary Engineering Design (30%) for Phase Two and Three
- Right-of-Way/Easement Documents for all Phases
- Final Engineering Design (100%) for Phase One

Origination:

City Council

Financial Consideration:

Final Engineering Design of Phase I and the preliminary engineering design of Phases II and III of the Washington Street/Taylor Street Project will be \$698,800.00. Funds for these engineering services will be provided through an upcoming bond issuance.

Staff Recommendation:

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

Alternatives:

As may be directed by the City Council

Attachments

Resolution No. 6082

Agreement for Professional Services

Location Map

RESOLUTION NO. 6082

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC. FOR THE ENGINEERING DESIGN OF THE WASHINGTON STREET/TAYLOR STREET PROJECT; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That Kimley-Horn and Associates, Inc. is hereby awarded the contract in the total amount of Six Hundred Ninety-Eight Thousand Eight Hundred Dollars and No Cents (\$698,800.00) for the engineering design of the Washington Street/Taylor Street Project; and that the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a contract with Kimley-Horn and Associates, Inc., in accordance with the terms and provisions of all contract documents attached hereto and made a part hereof for all purposes.

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

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**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 May 16, 2016 by and between the CITY OF SHERMAN, TEXAS, hereinafter referred to as the "City", and Kimley-Horn and Associates, Inc., a North Carolina corporation, hereinafter referred to as "Company or ENGINEER".

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

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

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

ARTICLE I

GENERAL

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

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

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

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

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

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

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

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

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

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

ARTICLE II

SERVICES

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

WASHINGTON STREET / TAYLOR STREET PROJECT AS DESCRIBED IN
THE SCOPE OF SERVICES ATTACHED HERETO AS EXHIBIT "A".

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

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

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

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

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

Company will assume sole responsibility for any damages, loss, claims, or expenses to the extent caused by Company's recommendation of unsuitable materials or defective design.

ARTICLE III

PAYMENT

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

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

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

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

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

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

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

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

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

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

ARTICLE IV

TIME FOR PERFORMANCE

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

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

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

ARTICLE V

DOCUMENTS

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

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

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

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

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

ARTICLE VI

TERMINATION

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

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

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

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

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

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

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

ARTICLE VII

INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VIII

COMPANY'S INDEMNIFICATION OBLIGATION

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

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

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

ARTICLE IX

COMPANY INDEMNIFICATION FOR EMPLOYEES

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

ARTICLE X

ASSIGNMENT

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

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

ARTICLE XI

APPLICABLE LAWS; GOVERNING LAW; VENUE

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

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

ARTICLE XII

ADJUSTMENTS IN SERVICES

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

ARTICLE XIII

EXECUTION BECOMES EFFECTIVE

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

ARTICLE XIV

AGREEMENT AMENDMENTS

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

ARTICLE XV

GENDER AND NUMBER; HEADINGS

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

ARTICLE XVI

NOTICES AND AUTHORITY

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

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

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

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

ARTICLE XVII

MISCELLANEOUS

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

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

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

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

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

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

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

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

COMPANY: KIMLEY-HORN AND ASSOCIATES, INC.

BY: 

NAME: G. Brad Tribble

TITLE: Senior Vice President

ATTEST: BY: 

NAME: L. NATHAN ANTE

TITLE: Associate

CITY: CITY OF SHERMAN

BY: _____

NAME: Robby Hefton

TITLE: City Manager

ATTEST: BY: _____

NAME: Linda Ashby

TITLE: City Clerk

APPROVAL RECOMMENDED:

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

APPROVED AS TO FORM:

Brandon S. Shelby, City Attorney

Exhibit A
Scope of Services
Washington Street / Taylor Street Project
April 29, 2016

Project Understanding

The project includes the preliminary design of Washington Street/Taylor Street (ultimate 4-lane divided roadway) from SH 289 to North Grant Drive (approximately 19,700-linear feet), based on the conceptual alignment selected as part of the Taylor Street Alignment Study completed in November 2015 under a separate agreement. The project will also size the Sand Creek bridges, determine environmental permitting requirements related to the Sand Creek crossings, identify the future Washington Street/Taylor Street right-of-way needs, and establish planning-level opinion of probable construction costs.

The project also includes preparation of final construction plans for the Washington Street/Taylor Street segment from North McGee Street to North Grant Drive, referred to as Phase 1 (approximately 3,850-linear feet). Phase 1 improvements will include paving (2-lanes of the ultimate 4-lane divided roadway, a new connection to Taylor Street with a roundabout, and ultimate Washington Street/Taylor Street approach at FM 1417), roadway drainage, pavement marking and signing, traffic signal at FM 1417, landscaping and irrigation at the roundabout, and 2,800-linear feet of 12" water line along the roadway alignment. Phase 1 will be designed in accordance with City of Sherman design criteria.

In addition to design services, the scope also includes: property research, topographic survey, preparation of right-of-way and easement instruments of conveyance, geotechnical services, Sand Creek hydraulic analysis, providing bidding documents for the City's use during the bidding phase (Phase 1), construction phase services (Phase 1), and preparation of record drawings (Phase 1).

Scope of Services

1. Survey

Engineer, through a subconsultant (Underwood Drafting and Surveying), will provide topographic survey of proposed Washington Street / Taylor Street from SH 289 to North Grant Drive. The survey task includes the following:

1.1. Property Research

- 1.1.1 Collect property owner and record information.
- 1.1.2 Gather existing plat information.
- 1.1.3 Gather existing right-of-way and easement information. Identify easements available through typical research methodologies (i.e. plats, court house filings, etc.). Undocumented easements may not be identified.

1.2. Design Survey

- 1.2.1 The limits of the survey will be from SH 289 to North Grant Drive (approx. 19,700 linear-feet). The survey will follow the conceptual alignment selected as part of the Taylor Street Alignment Study (130' width). The following areas will also be surveyed:
 - 500' upstream and downstream of the proposed bridge crossings location along Sand Creek;

- 150' north and south of the proposed intersection of West Taylor Street and North Heritage Parkway (FM 1417).
- 1.2.2 Survey will identify and locate existing topographic elements within the corridor including, but not limited to the following:
- Property corner monumentation;
 - Existing pavement, curbs, driveways, sidewalks, barrier free ramps, etc.;
 - Existing storm sewer inlets, manholes, junction boxes (including culvert sizes and invert elevations);
 - Existing driveway culverts and swales;
 - Utility manholes, vaults, water valves, water meters, sprinkler heads, telephone poles, power poles, utility markers, other public utilities, and franchise utilities;
 - Traffic signal poles, cabinets, and other signal equipment;
 - Signs (excluding temporary signs);
 - Trees and landscaping;
 - Permanent structures;
 - Retaining walls;
 - Mailboxes;
 - Fence limits and material types (excluding temporary fences).
- 1.2.3 Coordinate with Texas811 to locate and mark existing franchise and public utilities prior to performing the field survey.
- 1.2.4 Establish horizontal (NAD 83) and vertical (NAVD 88) control points. City to provide established monument information for the area.
- 1.2.5 Perform cross-sections throughout project limits at 50-foot intervals and at grade breaks.
- 1.2.6 City will arrange and make all provisions for access to perform the services specified within this scope. The surveyor will provide the City with the name and address of the property owners.
- 1.2.7 Prepare a right-of-way strip map on standard size plan sheet (22"x34") at a scale not smaller than 1" = 30', containing the following:
- Summary sheet listing all parcels to be acquired as ROW, property owners, gross area of property, square footage and type of easements (phase 1 only), net area of property after acquisition;
 - Corners of parcels tied to the centerline;
 - Location of existing property pins, including station and offset to the centerline;
 - Location of new property pins, including station and offset to the centerline;
 - Parcel number, area required and current owner;
 - Any existing platted easements or easements filed by separate instrument including easements provided by utility companies.
- 1.2.8 Prepare a final topographic drawing in digital format (including contours and breaklines) showing the features located in the field as well as right-of-way strip map information, an ASCII coordinate file of the points located in the field, and a hard copy of the coordinates and feature descriptions.

2. Right-of-Way / Easement Instruments of Conveyance

- 2.1. After the preliminary design submittal, and prior to the preparation of formal ROW and Easement Instruments of Conveyance, prepare up to thirty (30) exhibits for City's use during property owner negotiations showing the existing ROW and easements in addition to the proposed ROW, easements, and improvements.

- 2.2. Prepare up to thirty (30) right-of-way instruments (narrative and graphic exhibits of right-of-way takes) and setting new property corners in the field.
- 2.3. Prepare up to fifteen (15) easement instruments for Phase 1 improvements only (narrative and graphic exhibits of easements required for walls, slope, utility, drainage, temporary construction, etc.) Approximate easement locations for future phases will be shown on the preliminary design submittal. Formal easement instruments for future phases will not be prepared and will be considered *Additional Services*. *Additional Services* shall be performed only upon written authorization of the City after additional fee has been agreed upon.
- 2.4. Individual parcel exhibits will be on 8 ½"x11" paper, will be sealed, dated, and signed by a Registered Professional Land Surveyor and will contain the following:
 - 2.4.1 Parcel number, area required, area remaining, legal description and current owner;
 - 2.4.2 Any existing platted easements or easements filed by separate instrument including easements provided by utility companies;
 - 2.4.3 Physical features;
 - 2.4.4 Metes and bounds description of parcel to be acquired. The description will be provided on a separate sheet from the exhibit. Each type of easement will be described separately.
- 2.5. Upon written notification by the City of acceptance of the exhibits and instruments, and as directed by the City, the surveyor will set all corners and points of curvature for the proposed right-of-way and submit final sealed plans and exhibits, including location of the control points and their NAD 83 reference. This Scope of Services is based upon only being one notice to proceed from City to perform all the field work required to set all property corners at one time.
- 2.6. Any changes or modifications to the right-of-way or easement documents because of design changes requested by the City will be considered *Additional Services*. *Additional Services* shall be performed only upon written authorization of the City after additional fee has been agreed upon.

3. Geotechnical

Engineer, through a subconsultant, will provide geotechnical investigation and recommendations for pavement, subgrade, and preliminary structural criteria for the bridge crossings. Engineer will rely on geotechnical recommendations for pavement and subgrade design for Phase 1 and preliminary bridge layout. The geotechnical task includes the following:

3.1. Subsurface Exploration

- 3.1.1 Roadway (Phase 1 only) – Along the proposed roadway alignment for Phase 1, drill and extrude three (3) sample borings to depths of 10' below existing grade using truck-mounted equipment. Additional depths or borings will be provided as *Additional Services* only upon written City authorization.
 - Check samples for consistency with a hand penetrometer;
 - Stake the boring locations using normal taping procedures;
 - Backfill bore holes and plug at the surface.
- 3.1.2 Bridges – At each potential bridge location, two (2) bridges total, drill and extrude three (3) sample borings to depths of 50' below existing grade using truck-mounted equipment. Additional borings may be required if off-site drainage improvements are required. Additional depths or borings will be provided as *Additional Services* only upon written City authorization.
 - Check samples for consistency with a hand penetrometer;
 - Stake the boring locations using normal taping procedures;

- Backfill bore holes and plug at the surface.
- 3.2. Laboratory Services
- 3.2.1 Considering the planned facilities, anticipated soil conditions, and geology, the following laboratory tests will be required for classification purposes and to determine strength characteristics:
- Moisture content and soil identification;
 - Sieve test for every stratum encountered within the pavement test borings;
 - Liquid and plastic limit determinations;
 - Unit weight determinations;
 - Eades and Grim lime series tests;
 - Soluble sulfate tests (to determine lime-induced heaving potential).
- 3.3. Engineering Services
- 3.3.1 Prepare an Engineering report presenting the following:
- Sample boring location map;
 - General soil and ground-water conditions;
 - Comments on the presence and effect of expansive soils on roadway construction will be provided. Alternative methods of reducing any anticipated shrink/swell movements associated with expansive clays will be included for roadway construction, if required;
 - Recommendations for pavement subgrade stabilization type and concentration
 - Guidelines for Portland cement concrete pavement design. The pavement design will use a 20-year life cycle analysis and will follow standard AASHTO design guidelines (City will provide design service life, traffic types, counts, and wheel loadings);
 - Preliminary bridge foundation recommendations;
 - Earthwork recommendations.
- 3.3.2 The geotechnical Engineer's design recommendations will be relied upon by the civil Engineer for pavement and subgrade design.
- 3.3.3 Submit one (1) copy of the report to the City.

4. Sand Creek Crossing Hydraulic Analysis

This task includes work associated with hydraulic evaluation of Sand Creek at the proposed bridge crossings. Work associated with storm drainage design for Washington Street / Taylor Street is included in task 5. The following will be performed as part of this task:

- 4.1. Size Proposed Bridge for Sand Creek Drainage Crossing
- 4.1.1 Collect relevant data pertaining to the crossing from the City and FEMA. This information may include creek information/studies, models, record drawings, GIS file, aerials, contour/LiDAR information, etc.
- 4.1.2 Evaluate up to two (2) alternative configurations for the proposed bridge crossing at each location.
- 4.1.3 Prepare a channel layout exhibit for each of the alternatives. The exhibit will include plan view, profile view, topographic features captured as part of task 1, and approximate limits of grading. This sheet is intended to show the limits of each alternative to develop construction costs and evaluate the constructability of each. Detailed design will not be performed under this task.
- 4.1.4 Update current hydraulic model using existing Post Oak Creek analysis and develop additional cross sections as needed to perform evaluation. Perform optimization run of existing model.

- 4.1.5 Evaluate the hydraulics of the alternatives using HEC-RAS modeling. The design will accommodate 100-year ultimate flows and cause a “no rise” condition within the floodway.
- 4.1.6 Evaluate up to two (2) erosion control treatments for channel stabilization.
- 4.1.7 Develop opinion of probable construction cost for each erosion control alternatives.
- 4.2. Conceptual United States Army Corps of Engineers (USACE) Permitting Package
 - 4.2.1 Perform a Jurisdictional Determination (JD) by delineating the waters of the U.S. This preliminary jurisdictional determination may be submitted by the City to the USACE for review and acceptance.
 - 4.2.2 Perform a Biological Review to show that the proposed development is in compliance with the Endangered Species Act (ESA). The Biological Review may be submitted by the City to the U.S. Fish and Wildlife (USFW) Service with a request to obtain their concurrence.
 - 4.2.3 Perform an archaeological records search and pedestrian survey for the project area, if necessary.
 - 4.2.4 Prepare a conceptual permitting package for early coordination efforts with the USACE. This work will begin the permitting coordination process, but not submit a permit to the USACE for approval. It is anticipated the project may be permitted under a Nationwide Permit (NWP) 14. This scope does not include the submitting an individual permit or obtaining a permit from the USACE.

5. Preliminary Design (30%)

Engineer will prepare the preliminary roadway design of Washington Street/Taylor Street from SH 289 to North Grant Drive.

- 5.1. Project Meetings, Coordination, and Correspondence
 - 5.1.1 Develop project production plan, including documenting design criteria, project schedule, and milestones.
 - 5.1.2 Conduct up to three (3) progress meetings with City staff and other stakeholders.
 - 5.1.3 Coordinate with subconsultants.
 - 5.1.4 Prepare and e-mail monthly progress reports to the project team (City and Engineer).
 - 5.1.5 Project administration, including preparation of project correspondence and invoicing documents.
 - 5.1.6 Project site visits (up to two (2) trips).
 - 5.1.7 Develop and implement QA/QC protocol during preliminary design task.
- 5.2. Data Collection (City to provide hard copy and electronic format if available)
 - 5.2.1 Design criteria, standard details, and technical specifications for roadway, drainage, utilities, and streetscape elements.
 - 5.2.2 Applicable master plan documents and Ordinances.
 - 5.2.3 Record drawings for existing roadway and infrastructure, and adjacent developments.
 - 5.2.4 Proposed / existing development plats and traffic impact analysis reports for properties adjacent to the project.
 - 5.2.5 Traffic types, counts, wheel loadings.
 - 5.2.6 Construction contract template.
- 5.3. Roadway
 - 5.3.1 Prepare preliminary roadway alignment from SH 289 to North Grant Drive for City review.

5.3.2 Upon City concurrence of preferred roadway alignment, Engineer will proceed with developing the following:

- Prepare typical sections:
 - Existing and Proposed;
 - Preliminary subgrade and pavement based on geotechnical recommendations as part of task 3.
- Prepare preliminary plan and profile (roll plot format, 1"=40' horizontal, 1"=4' vertical scale). Items to be included:
 - Plan
 - Existing right-of-way and easements;
 - Existing topography;
 - Existing pavement;
 - Existing trees to remain (where possible);
 - Existing trees to be removed;
 - Existing storm drain locations;
 - Existing water line locations;
 - Existing sanitary sewer line locations;
 - Existing franchise utility locations (relying upon information provided by franchise utilities);
 - Proposed centerline alignment and horizontal curve data;
 - Proposed face of curb;
 - Proposed medians;
 - Proposed intersection improvements at FM 1417;
 - Proposed roundabout based on results of task 5.4;
 - Proposed driveways;
 - Proposed sidewalks, if applicable;
 - Proposed bridge layout at Sand Creek;
 - Proposed roundabout layout 400 linear feet west of Grant Drive;
 - Proposed storm sewer;
 - Proposed limits of constructions.
 - Profile
 - Existing Ground Profile and Proposed Vertical Alignment;
 - Superelevation Data.

5.4. Roundabout

5.4.1 Roundabout Feasibility Analysis

Engineer will collect proposed intersection data then analyze the physical constraints of proposed features related to the design of a roundabout.

- Potential site constraints include:
 - Access management;
 - Sight distance constraints;
 - Emergency service vehicles;
 - Right-of-Way;
 - Pedestrian/Driver Safety;
 - Environmental impacts.
- Conduct capacity and operational performance analysis for planning using default geometric inputs (AM/PM peak, any off peak flows).
- Identify the design vehicle.
- Estimate inscribed circle diameter.
- Identify number of lanes/lane balance (entry lanes, exit lanes and circulating lanes).

5.4.2 Roundabout Conceptual Design

- Deliverables
 - Prepare up to two (2) exhibits for the proposed intersection improvements.
 - Exhibits will be developed and include the following:
 - Proposed right-of-way;
 - Proposed curb geometry;
 - Pedestrian improvements/circulation;
 - Proposed pavement markings;
 - Potential areas of landscaping;
 - Sight triangles;
 - AutoTURN movement of design vehicle identified in 6.3.1.
 - Incorporate one (1) round of conceptual design review comments.

5.5. Drainage

5.5.1 Compile the hydrological and hydraulic data.

5.5.2 Develop the project drainage area map.

- Determine conveyance paths, channel slopes, time of concentration, and runoff coefficients to calculate design-year flows;
- Subdivide the overall drainage areas into sub-areas and calculate the discharge at each inlet. Analyze inlet capacities and adjust inlet locations and sub-areas as needed to meet City design criteria.

5.5.3 Analyze drainage improvements to accommodate the new roadway. Evaluate the need for any offsite drainage improvements and report to the City (the need for offsite improvements is not anticipated). The design of any offsite drainage improvements will be considered as Additional Services. Additional Services will be performed only upon written authorization of the City after additional Engineering fee has been agreed upon.

5.5.4 Identify the need for additional drainage easements to accommodate the proposed offsite drainage improvements.

5.6. Bridge

Engineer anticipates a total of two (2) creek crossings will be required. Engineer will provide the following:

5.6.1 Conceptual bridge layouts – Plan and Profile.

5.6.2 Consider up to two (2) embankment alternatives.

5.6.3 Conceptual bridge layout will include:

- Plan View;
- Vertical Profile;
- Typical Section;
- Channel Grading;
- Limits of proposed erosion control alternative selected as part of task 4.1;
- Low Chord;
- 100-year water surface elevation;
- Bent locations;
- Abutment locations.

5.6.4 Construction staging areas will be considered.

5.6.5 Prepare plan and profile of proposed bridge improvements along Taylor Street at Sand Creek.

5.6.6 Internal constructability review.

5.7. City Utilities

5.7.1 Establish the location of existing public utilities based upon information provided by the City and field survey information.

- 5.7.2 Preliminary plan of a new 12" water main along limits of Phase 1.
- 5.8. Franchise Utilities
 - 5.8.1 Evaluate potential conflicts.
 - 5.8.2 Notify the City if any relocations may be required.
 - 5.8.3 City will perform the coordination with the franchise utilities if any relocations are required.
- 5.9. Traffic
 - 5.9.1 Prepare Traffic Control Plan Narrative
 - 5.9.2 Pavement Markers, Markings, and Signing plans will be provided during final design.
- 5.10. Compile and prepare a preliminary opinion of probable construction cost for the entire project using recent average unit bid prices which are representative of similar types of construction in the local area.
- 5.11. Preliminary design submittal (30%)
 - 5.11.1 Submit up to three (3) hardcopies to the City for review and comment, including .pdf
 - Preliminary roll plot;
 - Preliminary opinion of probable construction cost.

6. Final Design (Phase 1)

Engineer will prepare construction documents for Phase 1 improvements. The following tasks are included:

- 6.1. Project Meetings, Coordination, and Correspondence
 - 6.1.1 Conduct up to three (3) progress meetings with City staff and other stakeholders.
 - 6.1.2 Coordinate with subconsultants.
 - 6.1.3 Prepare and e-mail monthly progress reports to the project team (City and Engineer).
 - 6.1.4 Project administration, including preparation of project correspondence and invoicing documents.
 - 6.1.5 Project site visits (up to two (2) trips).
 - 6.1.6 Implement QA/QC protocol during final design task.
- 6.2. Roadway
 - 6.2.1 Incorporate the preliminary design submittal review comments.
 - 6.2.2 Prepare plan / profile sheets (22"x34" plan sheets at a scale of 1"=20' horizontal, and 1"=2' vertical). The final bid documents will be 11"x17" plan sheets at a scale of 1"=40' horizontal, and 1"=4' vertical.
 - 6.2.3 Analyze driveways within the project and develop driveway profiles as needed. Typically driveways will be defined vertically by spot elevations.
 - 6.2.4 For side street reconstruction more than 100' beyond the main street right-of-way, prepare a plan / profile of the side street improvements. Otherwise, the side street improvements will be defined vertically by spot elevations.
 - 6.2.5 Develop design cross-sections at 50' intervals and at driveway centerlines.
 - 6.2.6 In locations where the elevation difference between the roadway and adjacent property warrants, provide design details to construct retaining walls (utilizing applicable TxDOT standards). Structural design of non-standard walls is not included.
 - 6.2.7 Roundabout Final Design
 - Incorporate the preliminary design submittal review comments.

- The following roundabout sheets will be included:
 - Typical Sections;
 - Geometric Control;
 - Paving;
 - Geometric Layout;
 - Profiles;
 - Jointing;
 - Pavement Markings.
- 6.2.8 Prepare roadway details to clarify intent of design.
- 6.2.9 Compile applicable City standard details. Modify standard details as needed.
- 6.3. Drainage
 - 6.3.1 Incorporate the preliminary design submittal review comments.
 - 6.3.2 Perform final storm sewer sizing and alignment design. Prepare final inlet design sheets and hydraulic design sheets for inclusion in the plans
 - 6.3.3 Prepare storm sewer plan / profile sheets depicting storm sewer lines, inlets, junction boxes, connections, manholes, utility crossings, and the hydraulic grade lines
 - 6.3.4 Prepare profiles for the proposed storm drain laterals.
 - 6.3.5 Determine outfall grading requirements and provide plans and details for channel protection. Design of retaining walls and gabion mattresses (beyond specification of material/method) will be provided as Additional Services only upon City written authorization.
 - 6.3.6 Provide plan sheets and details to construct storm sewer outfalls.
 - 6.3.7 Prepare drainage details to clarify intent of design. Compile applicable City standard details. Modify standard details as needed.
 - 6.3.8 Create details for connections to existing system (where applicable).
 - 6.3.9 Prepare erosion control plan. Incorporate Best Management Practices (BMPs) from NPDES Phase II initiative.
- 6.4. City Utilities
 - 6.4.1 Water
 - Minor adjustments to existing water valve boxes, etc. will be specified in the plans;
 - Prepare the plan and profile for 12" water line within limits of Phase 1
 - Intersecting mains and service lines will be replaced to just beyond the limits of new pavement construction.
 - 6.4.2 Sewer
 - No sanitary sewer line relocations are included;
 - Minor adjustments to existing manholes, etc. will be specified in the plans.
 - 6.4.3 Prepare utility details to clarify intent of design.
 - 6.4.4 Compile applicable City standard details. Modify standard details as needed.
- 6.5. Franchise Utilities
 - 6.5.1 Evaluate potential conflicts.
 - 6.5.2 Notify the City if any relocations may be required.
 - 6.5.3 City will perform the coordination with the franchise utilities if any relocations are required.
- 6.6. Landscape (Roundabout Only)
 - 6.6.1 Hardscape
 - Pedestrian Facilities: Prepare plans for the pedestrian sidewalk including layout, materials, specifications, and details for construction;
 - Special Paving: Prepare plans for the special paving areas including layout, types, materials, specifications, and details for construction.

- 6.6.2 Softscape
 - Landscape: Provide roundabout central island plans, including planting layout, material specifications, planting details and notes;
 - Irrigation: Prepare irrigation plans for roundabout central island including head locations, piping layout, and material specifications.
- 6.7. Illumination (Roundabout Only)
 - 6.7.1 Provide street light layout, electrical plans, conduit locations, pull box locations, and applicable notes/details;
 - 6.7.2 Provide supporting electrical calculations;
 - 6.7.3 Provide technical specifications for the light poles and fixture.
- 6.8. Traffic
 - 6.8.1 Traffic Signals
 - Design of traffic signal conduit runs and box locations only at Washington Street/Taylor Street and FM 1417.
 - Finalize the applicable TxDOT and City design details;
 - Finalize the specifications.
 - 6.8.2 Traffic Control Plans (to be prepared by the Contractor and reviewed by City during construction):
 - Update suggested sequence of construction narrative prepared during preliminary design;
 - Compile applicable City and TxDOT standard details.
 - 6.8.3 Pavement Markers, Markings, and Signage Plans
 - Prepare pavement markers and marking layouts in accordance with City design standards and the Texas Manual of Uniform Traffic Control Devices (TMUTCD);
 - Prepare details to clarify intent of design;
 - Compile applicable City standard details. Modify standard details as needed.
 - Prepare sign layout;
 - Determine the mounting requirements for each sign or sign cluster based on TxDOT standards.
- 6.9. Develop cover, sheet index and control sheets.
- 6.10. Prepare general notes and specification data. Identify and prepare special specifications and/or special provisions applicable to the project.
- 6.11. Compile and update the overall opinion of probable construction cost.
- 6.12. Final design submittal (90%)
 - 6.12.1 Submit up to three (3) hardcopies to the City for review and comment, including .pdf
 - 6.12.2 Submittal shall include the following:
 - Final design plans (22"x34" full-size sheets);
 - Pay Item Listing (City to supply the front-end documents);
 - Opinion of probable construction cost;
 - Provide a completed application for the City to submit to the Texas Department of Licensing and Regulation (along with one of the plan sets) for review in accordance with to the Elimination of Architectural Barriers Act. The application fees will be paid directly by the City.
- 6.13. Incorporate the final design submittal review comments.
- 6.14. Prepare the final opinion of probable construction cost.

6.15. Final design submittal (Final)

- 6.15.1 Submit up to three (3) 22"x34" full-size and three (3) 11"x17" half-size sets of plans and specifications to the City, including .pdfs.
- 6.15.2 Submit the final pay item listing and opinion of probable construction cost.
- 6.15.3 Submit a letter of notification to the City stating completion of the design of the project.

7. Bid Phase Services (Phase 1)

- 7.1. Provide construction plans in PDF format for City's use in bidder distribution.
- 7.2. City will issue bid documents to prospective bidders, maintain list of bidders, tabulate bids received, and evaluate the compliance of bid received.
- 7.3. Assist the City with issuing addenda as appropriate to interpret, clarify, or expand the bidding documents.

8. Construction Phase Services (Phase 1)

Engineer's involvement during the construction phase of the project will only be provided upon the City's request. Our scope of services could include any of the tasks below. However, the budgeted fee identified allows for approximately 50 hours of Engineer's labor and anticipated expenses.

- 8.1. *Pre-Construction Conference.* Attend the Pre-Construction Conference prior to commencement of Work at the Site.
- 8.2. *Clarifications and Interpretations.* Issue clarifications and interpretations of the Contract Documents to Client as appropriate to the orderly completion of Contractor's services. Such clarifications and interpretations will be consistent with the intent of the Contract Documents. Field Orders authorizing variations from the requirements of the Contract Documents will be made by Client.
- 8.3. *Change Orders.* Recommend Change Orders to Client, as appropriate. Review and make recommendations related to Change Orders submitted or proposed by the Contractor.
- 8.4. *Disagreements between Client and Contractor.* Render written decision on all claims of Client and Contractor relating to the acceptability of Contractor's services or the interpretation of the requirements of the Contract Documents pertaining to the progress of Contractor's services. In rendering such decisions, Engineer shall be fair and not show partiality to Client or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
- 8.5. *Substantial Completion.* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Client and Contractor, conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list. If after considering any objections of Client, Engineer considers the Work substantially complete, Engineer shall notify Client and Contractor.
- 8.6. *Limitation of Responsibilities.* Engineer shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work. Engineer shall not have the authority or responsibility to stop the work of any Contractor.
- 8.7. Project Management, Visits to Site and Observation of Construction, Recommendations with Respect to Defective Work, Shop Drawings and Samples, Substitutes and "or-equal," Inspections and Tests, Applications for Payment and Final Notice of Acceptability

of the Work will be considered *Additional Services*. *Additional Services* shall be performed only upon written authorization of the City after additional fee has been agreed upon.

9. Record Drawings (Phase 1)

- 9.1. Prepare project "Record Drawings" based on information provided by the Contractor and/or City as to the actual field placement of the work including any changes or deletions. Engineer is not responsible for the accuracy of the information provided by the Contractor and/or the City. Engineer will provide the following deliverables:
 - 9.1.1 One (1) set of reproducible (22" x 34") Record Drawings.
 - 9.1.2 One (1) set of .pdf file Record Drawings (each sheet will be a separate .pdf file).

10. Additional Services

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

- 10.1. Construction staking;
- 10.2. Title Research;
- 10.3. Definition of easements outside of Phase 1;
- 10.4. Traffic Simulations;
- 10.5. Sanitary Sewer Design;
- 10.6. Renderings or sketches;
- 10.7. Coordination with USACE;
- 10.8. Design of any offsite improvements beyond the improvements identified in the scope;
- 10.9. Preparation for and attendance at public meetings;
- 10.10. Additional Channel Permitting:
 - Conditional Letter of Map Revision (CLOMR);
 - Letter of Map Revision (LOMR);
 - Floodplain development permit.
- 10.11. Furnish additional copies of review documents and/or bid documents in excess of the number of the same identified above;
- 10.12. Construction Phase Services beyond those specified in Task 8;
- 10.13. Assist the City as an expert witness in litigation in connection with the project or in hearings before approving and regulatory agencies;
- 10.14. Redesign to reflect project scope changes requested by the City, required to address changed conditions or change in direction previously approved by the City, mandated by changing governmental laws, or necessitated by the City's acceptance of substitutions proposed by the contractor.

Fee and Billing

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

<u>Lump Sum (LS)</u>	<u>Task Fee</u>
Task 1 – Survey	\$ 52,100
Task 3 – Geotechnical	\$ 10,300
Task 4 – Sand Creek Crossing Hydraulic Analysis	\$ 23,300
Task 5 – Preliminary Design	\$ 291,100
Task 6 – Final Design (Phase 1)	\$ 275,000
Subtotal (LS):	\$ 651,800
<u>Hourly/Reimbursable (CP)</u>	<u>Task Fee (estimated)</u>
Task 2 – Right-of-Way / Easement Instruments of Conveyance	\$ 27,000
Task 7 – Bid Phase Services (Phase 1)	\$ 5,000
Task 8 – Construction Phase Services (Phase 1)	\$ 10,000
Task 9 – Record Drawings (Phase 1)	\$ 5,000
Subtotal (CP):	\$ 47,000
TOTAL:	\$ 698,800

Engineer will perform the **Lump Sum Tasks** identified in the Scope of Services for a fee of **\$651,800**.

Engineer will perform **Hourly/Reimbursable Tasks** identified in the Scope of Services on a labor fee plus expense (reimbursable) basis. For your budgeting purposes, we recommend allocating **\$47,000** for these tasks (not-to-exceed). The fee breakdowns above are provided for budgeting purposes only and not intended to represent the maximum budgets for each task. KHA reserves the right to reallocate the budgets as necessary. Direct reimbursable expenses (subconsultant fees, out-of-house printing, courier services, etc.) will be billed at a rate of 1.10 times cost. Labor fee will be billed on an hourly basis per the current hourly rates, which is subject to annual adjustment. A percentage of labor fee (6%) will be added to each invoice to cover certain other expenses such as telecommunications, printing, in-house reproduction, postage, computer expenses, supplies, and local mileage. All permitting, application, and similar project fees will be paid directly by the City.

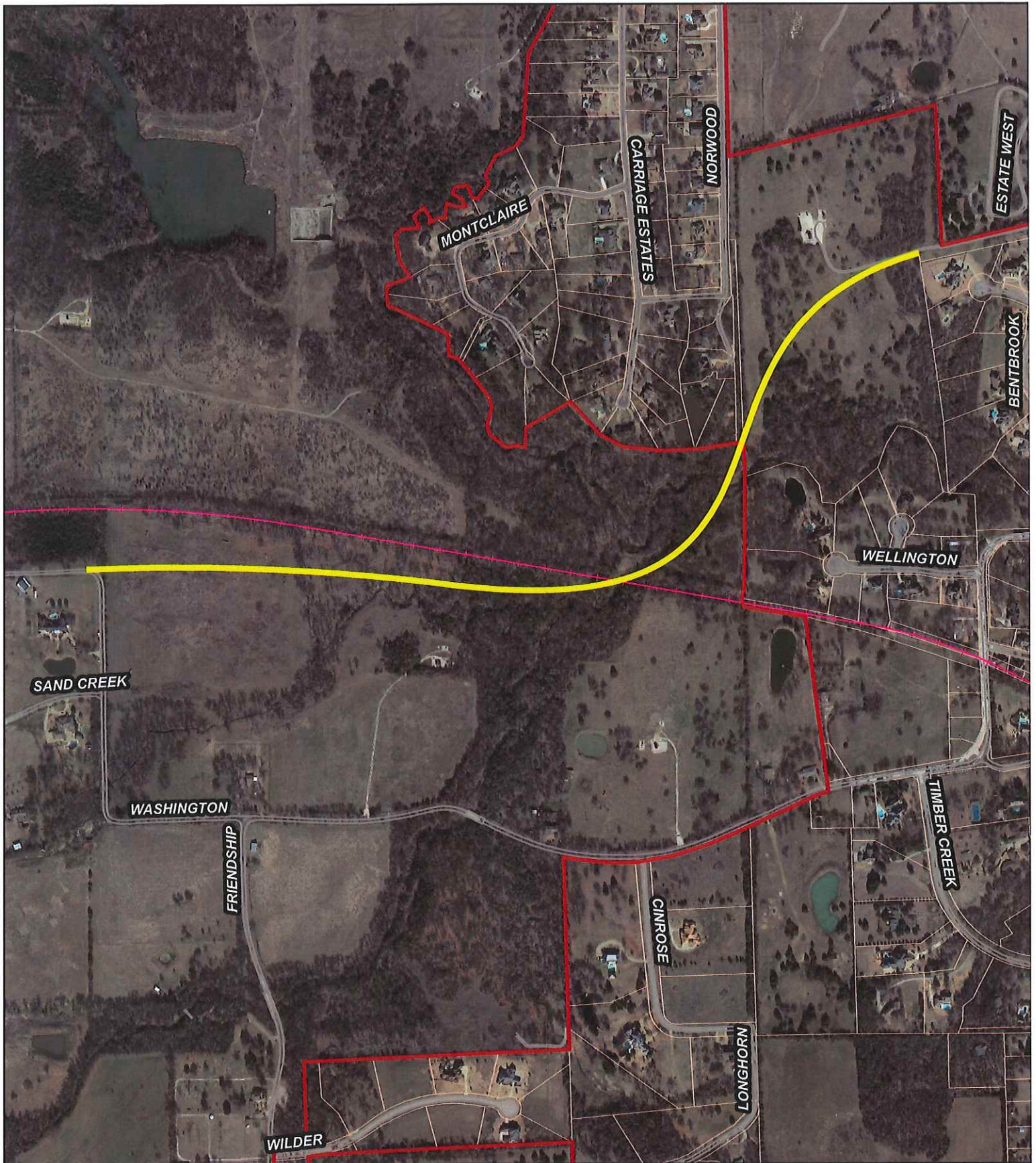
Washington / Taylor Phase I



Site Map 1 of 3



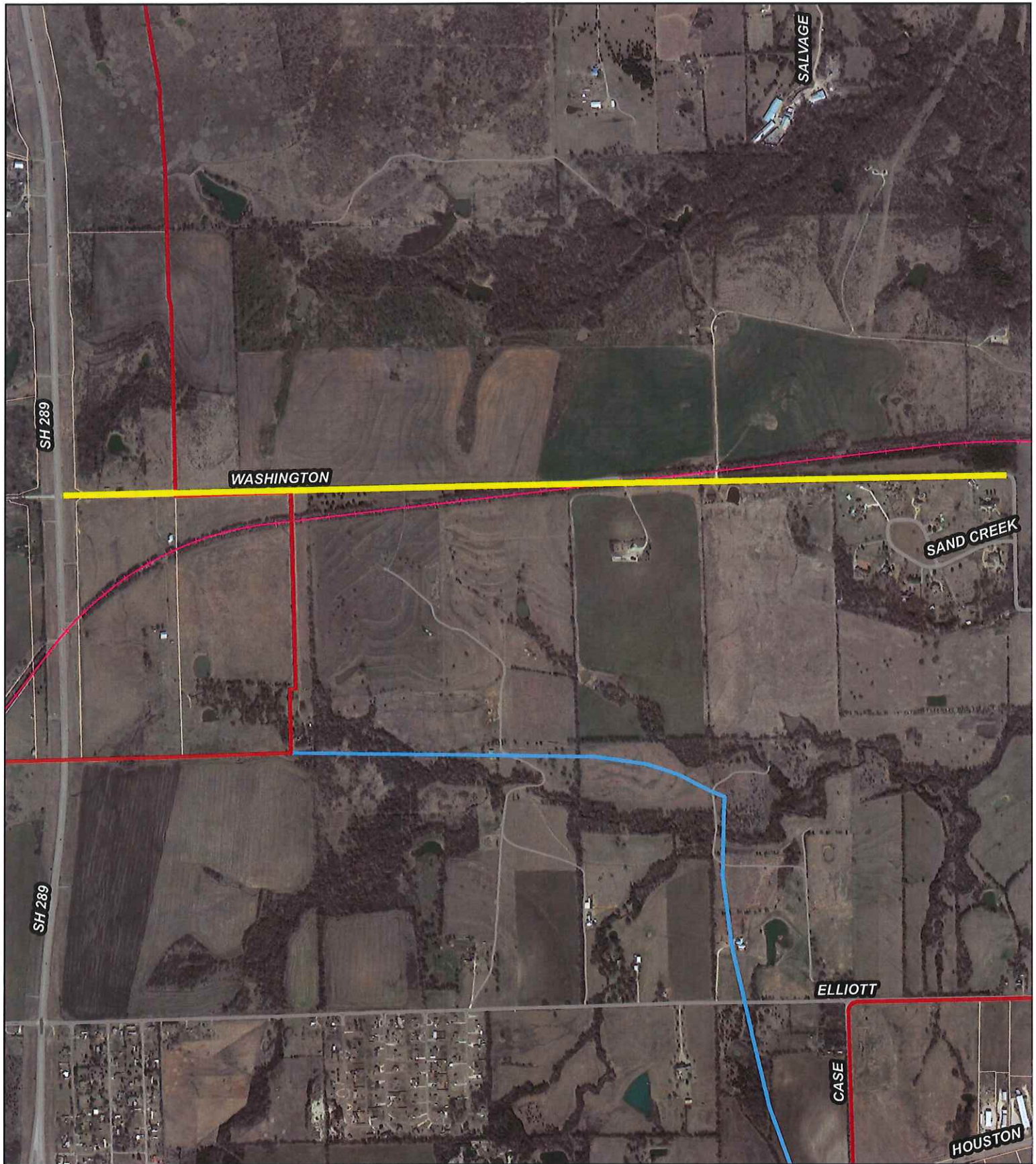
Washington / Taylor Phase II



Site Map 2 of 3



Washington / Taylor Phase III



Site Map 3 of 3





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. D. 4.

Meeting Date: 05/16/2016

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

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6083

Authorizing Execution of an Interlocal Agreement between the City of Sherman and the City of Denison for an Engineering Analysis and Report for Hydrologic and Hydraulic Modeling of the Ellsworth Branch and Tributary 1 to the Ellsworth Branch

Issue:

Approving an Interlocal Agreement (ILA) with the City of Denison for an engineering analysis of the Ellsworth Branch

Background:

The project will provide Denison and Sherman an analysis of existing conditions of the Ellsworth Branch and Tributary 1 to the Ellsworth Branch and a fully developed and regional detention analysis, which will allow the parties to more effectively perform governmental functions and services and benefit the public health and welfare, including the provision of planning functions in which the cities are mutually interested.

Origination:

Engineering Department

Financial Consideration:

The City will reimburse the City of Denison one-half of the total contracted amount paid to the Engineer. Funding for this project in the amount of \$30,000.00 is budgeted in the Capital Improvement Project fund for fiscal year 2016.

Staff Recommendation:

The staff recommends approval of this Interlocal Agreement.

Alternatives:

None recommended

Attachments

Resolution No. 6083
Interlocal Agreement
Engineering Contract
Location Map

RESOLUTION NO. 6083

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF SHERMAN AND THE CITY OF DENISON FOR AN ENGINEERING ANALYSIS AND REPORT FOR HYDROLOGIC AND HYDRAULIC MODELING OF THE ELLSWORTH BRANCH AND TRIBUTARY 1 TO THE ELLSWORTH BRANCH; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City of Manager be and is hereby authorized, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute an Interlocal Agreement with the City of Denison for one-half (1/2) of the total cost, not to exceed Thirty Thousand Dollars and No Cents (\$30,000.00), for an engineering analysis and report for hydrologic and hydraulic modeling of the Ellsworth Branch and Tributary 1 to the Ellsworth Branch, in accordance with the terms and provisions of all contract documents attached hereto and made a part hereof for all purposes.

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

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

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYER, MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

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

**INTERLOCAL AGREEMENT BY AND BETWEEN
THE CITY OF DENISON, TEXAS AND THE CITY OF SHERMAN, TEXAS
FOR PERFORMANCE OF A HYDROLOGICAL AND HYDRAULIC STUDY
OF ELLSWORTH BRANCH AND TRIBUTARY 1 TO ELLSWORTH BRANCH**

THIS AGREEMENT is made and entered by and between the **CITY OF DENISON, TEXAS**, a home-rule municipal corporation, hereinafter referred to as "Denison", and the **CITY OF SHERMAN, TEXAS**, a municipality hereinafter referred to as "Sherman" (herein referred to individually as "Party" and collectively as "Parties"), as follows:

W I T N E S S E T H:

WHEREAS, Denison and Sherman are political subdivisions within the meaning of Interlocal Cooperation Act, Texas Government Code, Chapter 791, as amended (the "Act"); and

WHEREAS, the Act provides authority for entities such as Denison and Sherman to enter into interlocal agreements with each other to perform governmental functions and services as set forth in the Act; and

WHEREAS, Denison contracted with Birkhoff, Hendricks & Carter, LLP ("Engineer") to complete an engineering analysis and report (the "Contract") for Hydrologic and Hydraulic Modeling of Ellsworth Branch and Tributary 1 to Ellsworth Branch (the "Project"), said Contract being attached hereto as Exhibit "A" and incorporated herein for all purposes; and

WHEREAS, Denison and Sherman desire to cooperate in facilitating the completion of the Project and sharing data on existing conditions and analysis obtained from the Project; and

WHEREAS, Sherman desires to participate financially in the cost of the Project by reimbursing half of the contracted amounts paid by Denison to the Engineer pursuant to the Contract; and

WHEREAS, Denison and Sherman have current revenues available to satisfy the costs and/or expenses incurred pursuant to this Agreement; and

WHEREAS, the Project will provide Denison and Sherman an analysis of existing conditions of the Ellsworth Branch and Tributary 1 to Ellsworth Branch and a fully developed and regional detention analysis, which will allow the Parties to more effectively perform governmental functions and services and benefit the public health and welfare, including provision of planning functions in which the Cities are mutually interested; and

NOW, THEREFORE, Denison and Sherman, for and in consideration of the recitals set forth above and terms and conditions below, agree as follows:

I. TERM

The term of this Agreement shall begin and be effective from and after the date of execution by the last signatory and end on completion of the Project and all parties' obligations under the Contract, which is anticipated to be approximately seven (7) months after Denison provides the Engineer notice to proceed with the Project pursuant to the terms of the Contract.

II. THE PROJECT

Denison and Sherman agree to facilitate the completion of the Project by providing data, information, and reports to the Engineer as provided in the Contract and incorporated herein by reference. The Project will provide the Parties with data on potential runoff and water surface elevation increases from existing conditions to future conditions based on land use plans for Denison and Sherman and an evaluation of the existing and future areas of potential sediment transport and deposition. The Parties understand and agree that deviations or modifications to the Contract may be authorized from time to time and will be provided to the other Party pursuant to the Notice provision of this Agreement.

III. ROLES AND GENERAL RESPONSIBILITIES OF THE PARTIES

Denison and Sherman shall provide all reasonably necessary data, equipment, support, and facilities to the Engineer, as provided in Exhibit "A" to the Contract, in order to perform the Project, including kick-off meetings with the Engineer and representatives of Denison or Sherman within the boundaries of their respective cities. Denison and Sherman shall each designate a Project liaison that will manage details of the Project and work with the other Party's liaison in content and logistics planning.

Denison shall execute and administer the Contract and make all required payments to the Engineer pursuant to the provisions of the Contract. Sherman shall reimburse Denison for fifty percent (50%) of the payments made to the Engineer for the costs of the Project in accordance with the amounts provided for in the Contract (the "Reimbursement Payments"). Sherman shall make the Reimbursement Payments to Denison within thirty (30) days of receiving a written invoice from Denison requesting the Reimbursement Payments or a portion thereof. If the actual cost of the Project exceeds the amounts provided for in the Contract, Sherman will reimburse Denison for fifty percent (50%) of such actual costs paid to the Engineer in excess of the amount provided in the Contract, provided there is no material change in the scope of the Project.

IV. CONSIDERATION

The mutual obligations herein shall constitute full compensation for all services, and except for Reimbursement Payments as provided in Section III, neither Party shall be entitled to any reimbursement for services provided hereunder.

V. TERMINATION

Either Party may terminate this Agreement at any time without cause or penalty by giving thirty (30) days advance written notice. The obligation of the Parties to pay any and all costs, if any, incurred under this Agreement prior to the effective date of termination shall survive such cancellation until performed or discharged by the Parties.

VI. IMMUNITY

It is expressly understood and agreed that, in the execution of this Agreement, no Party waives, nor shall be deemed hereby to have waived any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in Parties not signatories hereto.

To the extent authorized under the Constitution and laws of the State of Texas, and without waiving sovereign immunity, each Party shall be responsible for any and all claims, demands, suits, actions, damages, and causes for action related to or arising out of or in any way connected with its own actions, and the actions of its personnel rendered or performed pursuant to the terms and conditions of this Agreement.

VII. NOTICE

Any notice provided under this Agreement shall be delivered by mail or personal service to the Parties' representatives named below:

City of Denison Representative:

Mr. David Howerton
Director of Public Works
City of Denison
P.O. Box 347
Denison, Texas 75021

City of Sherman Representative:

Mr. Clay Barnett
Director of Public Works and Engineering
City of Sherman
P.O. Box 1106
Sherman, TX 75091

VIII. AUTHORITY TO SIGN/CITY COUNCIL AUTHORIZATION

The undersigned officer and/or agents of the Parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the Parties hereto. Denison has executed this Agreement pursuant to duly authorized action of the Denison City Council. Sherman has executed this Agreement pursuant to the authority granted by the

Sherman City Council. Each of the Parties shall provide written documentation evidencing the grant of approval by its respective governing body.

**IX.
SEVERABILITY**

The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held to be contrary to the law or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of the Agreement. However, upon the occurrence of such event, either Party may terminate this Agreement by giving the other Party thirty (30) days written notice.

**X.
VENUE**

This Agreement and any of its terms or provisions, as well as the rights and duties of the Parties hereto, shall be governed by the laws of the State of Texas. The Parties agree that this Agreement shall be enforceable in Grayson County, Texas, and, if legal action is necessary, exclusive venue shall lie in Grayson County, Texas.

**XI.
INTERPRETATION OF AGREEMENT**

This is a negotiated document. Should any part of this Agreement be in dispute, the Parties agree that the Agreement shall not be construed more favorably for either Party.

**XII.
REMEDIES**

No right or remedy granted herein or reserved to the Parties is exclusive of any right or remedy granted by law or equity; but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this Agreement may be waived without the express written consent of the Parties. It is further agreed that one (1) or more instances of forbearance by either Party in the exercise of its respective rights under this Agreement shall in no way constitute a waiver thereof.

**XIII.
EFFECTIVE DATE**

This Agreement shall be effective from and after the date of execution by the last signatory hereto as evidenced below.

IN WITNESS WHEREOF, the Parties have executed this Agreement by signing below.

CITY OF DENISON, TEXAS

By: _____

Date: _____

Name: Judson Rex

Title: CITY MANAGER

APPROVED AS TO FORM:

CITY ATTORNEY

CITY OF SHERMAN, TEXAS

By: _____

Date: _____

Name: Robby Hefton

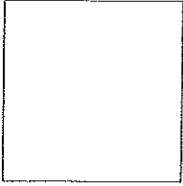
Title: CITY MANAGER

APPROVED AS TO FORM:

CITY ATTORNEY

EXHIBIT A

CONTRACT FOR ENGINEERING ANALYSIS AND REPORT FOR HYDROLOGIC AND HYDRAULIC MODELING OF ELLSWORTH BRANCH AND TRIBUTARY 1 TO ELLSWORTH BRANCH



BIRKHOFF, HENDRICKS & CARTER, L.L.P.
PROFESSIONAL ENGINEERS

11910 Greenville Ave., Suite 600

Dallas, Texas 75243

Phone (214) 361-7900

www.bhcllp.com

JOHN W. BIRKHOFF, P.E.
GARY C. HENDRICKS, P.E.
JOE R. CARTER, P.E.
MATT HICKEY, P.E.
ANDREW MATA, JR., P.E.
JOSEPH T. GRAJEWSKI, III, P.E.
DEREK B. CHANEY, P.E.
CRAIG M. KERKHOFF, P.E.

January 29, 2016

Mr. David Howerton
Director of Public Works
City of Denison
500 Chestnut
Denison, Texas 75020

Re: Ellsworth Brand and Tributary 1 to Ellsworth Branch Hydrologic Study
Professional Engineering Services Agreement

Dear Mr. Howerton:

We are enclosing two (2) copies of the Professional Engineering Services Agreement for Hydrologic and Hydraulic Modeling of Ellsworth Branch and Tributary 1 to Ellsworth Branch. We have signed each copy of the agreement for the City's consideration. If this agreement meets with the City's approval, please both copies of the agreement signed and dated for the City and return one fully executed original back to our office.

We look forward to working with you and your staff on this important project and are available to discuss this proposal further at your convenience.

Sincerely yours,

Joe R. Carter, P.E., C.F.M.

Enclosures

cc: Clay Barnett, P.E. (City of Sherman)

PROFESSIONAL ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the **City of Denison, Texas**, hereinafter referred to as "City", and **Birkhoff, Hendricks & Carter, L.L.P.**, hereinafter referred to as "Engineer", to be effective from and after the date as provided herein.

WITNESSETH:

WHEREAS, the City desires to engage the services of the Engineer to complete an engineering analysis and report for *Hydrologic and Hydraulic Modeling of Ellsworth Branch and Tributary 1 to Ellsworth Branch*, hereinafter referred to as the "Project"; and

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

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

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

I. Employment of the Engineer

The City hereby agrees to retain the Engineer to perform professional engineering services in connection with the Project; Engineer agrees to perform such services in accordance with the terms and condition of this Agreement.

II. Scope of Services

The parties agree that Engineer shall perform such services as are set forth and described in Exhibit "A", which is attached hereto and thereby made a part of this Agreement. The parties understand and agree that deviations or modifications, in the form of written changes may be authorized from time to time by the City.

III. Schedule of Work

The Engineer agrees to commence services immediately upon execution of this Agreement, and to proceed diligently with said service to completion as described in the Completion Schedule attached hereto as Exhibit "B" and thereby made a part of this Agreement.

IV. Compensation and Method of Payment

The parties agree that Engineer shall be compensated for all services provided pursuant to this Agreement in the amount and manner described and set forth in the Payment Schedule attached hereto as Exhibit "C" and thereby made a part of this Agreement. Engineer further agrees that it will prepare and present such monthly progress reports and itemized statements as are described in said Exhibit "C". City agrees to pay invoices upon receipt.

V. Insurance

Engineer agrees to procure and maintain for the duration of the contract Professional Liability Insurance in an amount of not less than \$2,000,000, Worker's Compensation in accordance with State of Texas statutory requirements, General Liability in an amount of not less than \$1,000,000 and Automobile Insurance in accordance with at least minimum State of Texas statutory requirements.

VI. Assignment and Subletting

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

VII. Audits and Records

The Engineer agrees that at any time during normal business hours and as often as City may deem necessary, Engineer shall make available to representatives of the City for examination all of its records with respect to all matters covered by this Agreement, and will permit such representatives of the City to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement, all for a period of one year from the date of final settlement of this Agreement or for such other or longer period, if any, as may be required by applicable statute or other lawful requirement.

VIII. Contract Termination

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

IX. Engineer's Opinion of Cost

The parties recognize and agree that any and all opinions of cost prepared by Engineer in connection with the Project represent the best judgment of Engineer as a design professional familiar with the construction industry, but that the Engineer does not guarantee that any bids solicited or received in connection with the Project will not vary from the opinion by the Engineer.

X. Ownership of Documents

Original drawings, specifications and reports are the property of the Engineer; however, the Project is the property of the City. City shall be furnished with such reproductions of drawings, specifications and reports. Upon completion of the services or an earlier termination of this Agreement under Article VIII, Engineer will revise drawings to reflect changes made during construction as reported by the City and contractor, and he will furnish the City with one complete set of reproducible record drawings and electronic files. The electronic files will be provided based on the following conditions:

- A. The electronic files are compatible with AutoCAD 2013, HEC-HMS 3.5 and HEC-RAS 4.1.0 or more recent and MS Office 2000 operating on an IBM compatible PC using a Windows operating system.
- B. Engineer does not make any warranty as to the compatibility of these files beyond the specified release of the above stated software.
- C. Because data stored on electronic media can deteriorate undetected or be modified, the Owner agrees that the Engineer will not be held liable for completeness or correctness of electronic media after an acceptance period of thirty days after delivery of these files.
- D. The electronic files are instruments of our service. Where there is a conflict between the hard copy drawings and the electronic files, the hard copy files will govern in all cases.
- E. Both parties acknowledge mutual non-exclusive ownership of the electronic files and each party may use, alter, modify or delete the files without consequence to the other party.
- F. All electronic files provided to the Owner will not contain engineer's seal, handwritten dates and signatures.

Additional prints shall be furnished at cost, as an additional service, at any other time requested by City.

XI. Complete Contract

This Agreement, including the exhibits hereto numbered "A" through "C" constitutes the entire agreement by and between the parties regarding the subject matter hereof.

XII. Mailing of Notices

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

Mr. David Howerton
Director of Public Works
City of Denison
P.O. Box 347
Denison, Texas 75021

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

Joe R. Carter, P.E., C.F.M.
Birkhoff, Hendricks & Carter, L.L.P.
11910 Greenville Ave., Suite 600
Dallas, Texas 75243
Phone: (214) 361-7900

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

XIII. Contract Amendments

This Agreement may be amended only by the mutual agreement of the parties expressed in writing.

XIV. Effective Date

This Agreement shall be effective from and after execution by both parties hereto.

WITNESS OUR HANDS AND SEALS on the date indicated below.

CITY OF DENISON, TEXAS

BIRKHOFF, HENDRICKS & CARTER, L.L.P.

Texas Board of Professional Engineers Firm No. 526

Texas Board of Professional Land Surveyors Firm No. 100318-00

By: _____

By:  _____

Joe R. Carter, P.E., C.F.M.

Date: _____

Date: January 29, 2016

EXHIBIT "A"

ENGINEERING SERVICES SCOPE

Ellsworth Branch and Tributary 1 to Ellsworth Branch

Hydrologic and Hydraulic Study

Perform a hydrologic and hydraulic study of Ellsworth Branch and Tributary 1 to Ellsworth Branch and prepare a report for future planning purposes. The limits of Ellsworth Branch and Tributary 1 to Ellsworth Branch will be the limits of the effective models obtained from the Federal Emergency Management Agency (FEMA). The purposes of the study are to investigate the potential runoff and water surface elevation increases from existing conditions to future conditions based on land use plans for the Cities of Denison and Sherman and to evaluate the existing and future areas of potential sediment transport and deposition.

PART 1: BASIC SERVICES

Task 1: Data Collection and Identification of Known Problem Areas

- a.** Compile and Review Available Topographic Mapping, Model Data and Field Surveys.

Collect the following information for the Ellsworth Branch and Tributary 1 to Ellsworth Branch watersheds:

National Wetlands Inventory mapping, digital GIS data of parcels, land use, soils, orthophotography and topography, LIDAR data from TNRS, and other sources of information as provided by the City of Denison and the City of Sherman.

Current FEMA and USACE (Tulsa District) hydrologic and hydraulic models, Digital Flood Insurance Rate Maps (DFIRM), past studies and reports provided by the Cities, including all Letters of Map Change (LOMC) available on the FEMA website, subdivision record drawings, capital project drawings, and recent geotechnical studies provided by the Cities.
- b.** Conduct a project kick-off meeting with representatives of both the City of Denison and the City of Sherman. The meeting will include discussion of the project schedule and responsibilities of participants and the details of coordinating the tasks. Known problem areas will be discussed and classified according to drainage system problems or sediment transport problems. A brief preliminary findings report will be prepared based on a review of information gathered and the kick-off meeting discussion.
- c.** A GIS base map will be produced incorporating the data collected in Task 1a and the problem areas identified in Task 1b. This will be provided with the preliminary findings report to City of Denison and the City of Sherman for review and comment.

Task 2: Existing Conditions Analysis

A new hydrologic model will be developed using HEC-HMS for the Ellsworth Branch and Tributary 1 to Ellsworth Branch watersheds. STATSGO or SSURGO soil information in digital format will be used to generate existing conditions runoff curve numbers using the SCS method. The new HEC-HMS model will be calibrated to produce similar results to the current effective hydrologic model 100-year flow. A 2-year, 10-year, 25-year and 50-year hydrologic model will be developed based on the new calibrated 100-year HEC-HMS model. Storm data and distribution shall be based on the National Resource Conservation Service (NRCS) data for Grayson County, Texas with Type II or Type III distribution.

The current effective HEC-RAS hydraulic model will be modified to use the 2-year, 10-year, 25-year, 50-year and 100-year flows from the new HEC-HMS model and will be run using the sediment transport analysis module.

A report will be provided that shows the reaches along Ellsworth Branch and Tributary 1 to Ellsworth Branch that appear to be subject to sediment transport (erosive velocities) and sediment deposition (very low velocities). The report will include a water surface profile for each frequency flow studied and cross section plots. The report will identify areas that appear to have significant flooding and/or erosion issues that may warrant further analysis on an Exhibit.

Task 3: Ultimate Conditions Analysis

The new hydrologic model developed in Task 2 will be modified to reflect fully developed conditions. Land use for fully developed conditions will be based on the Land Use Maps provided by the City of Denison and the City of Sherman. Time of concentration will be based on approximate average velocities and approximate storm sewer lengths for drainage sub basins in the HEC-HMS model. The fully developed flows will be provided for 2-year, 10-year, 25-year, 50-year and 100-year frequency rainfall events.

The current effective HEC-RAS hydraulic model will be modified to use the fully developed 2-year, 10-year, 25-year, 50-year and 100-year flows from the new HEC-HMS fully developed conditions model and will be run using the sediment transport analysis module.

A report will be provided that shows the reaches along Ellsworth Branch and Tributary 1 to Ellsworth Branch that appear to be subject to sediment transport (erosive velocities) and sediment deposition (very low velocities) under fully developed conditions. The report will include a fully developed conditions water surface profile for each frequency flow studied and cross section plots. The profile will include the existing conditions water surface profiles for comparison to the fully developed profiles. The report will identify areas that

appear to have significant increases in flooding and/or erosion issues that may warrant further analysis on an Exhibit.

The new hydrologic model developed in Task 3 will be modified to reflect fully developed conditions with regional detention provided to keep flows at or below the existing conditions model. Land use for fully developed conditions will be based on the Land Use Maps provided by the City of Denison and the City of Sherman. Time of concentration will be based on approximate average velocities and approximate storm sewer lengths for drainage sub basins in the HEC-HMS model. The fully developed flows with regional detention will be provided for 2-year, 10-year, 25-year, 50-year and 100-year frequency rainfall events. The location of the regional pond will be derived from discussion with the Cities of Denison and Sherman. The regional pond will not include design plans for construction but will include approximate size and location with a preliminary opinion of probable construction cost based on the models and information available from LIDAR.

A report will be provided that shows the reaches along Ellsworth Branch and Tributary 1 to Ellsworth Branch that appear to be subject to sediment transport (erosive velocities) and sediment deposition (very low velocities) under fully developed conditions with regional detention. The report will include fully developed conditions with regional detention water surface profile for each frequency flow studied and cross section plots. The profile will include the existing conditions water surface profiles for comparison to the fully developed with regional detention profiles. The report will identify areas that appear to have significant increases in flooding and/or erosion issues that may warrant further analysis on an Exhibit.

A meeting will be held to discuss results of the reports provided in Tasks 2 and 3. Input from the City of Denison and the City of Sherman will be incorporated into the final report for both tasks. The final report will include an executive summary outlining the results of the study.

PART 2: DELIVERABLES

The following shall be delivered to the City of Denison and to the City of Sherman as part of the engineering study outlined in Part 1:

1. One (1) hard copy and a pdf file of the GIS Map prepared in Task 1, for each city.
2. One (1) hard copy and a pdf file of the existing conditions report, profiles and cross section plots prepared in Task 2, for each city.
3. One (1) hard copy and a pdf file of the fully developed conditions report, profiles and cross section plots prepared in Task 3, for each city.

4. One (1) hard copy and a pdf file of the fully developed conditions with regional detention report, profiles and cross section plots prepared in Task 3, for each city.
5. Three (3) hard copies and a pdf file of an Executive Summary of the final report, for each city.
6. One (1) CD with electronic files of GIS Map, HEC-HMS Models, HEC-RAS Models and reports from Tasks 1, 2 and 3, for each city.

PART 3: EXCLUSIONS

The intent of this scope of services is to include only the services specifically listed herein and none others. Services specifically excluded from this scope of services include, but are not necessarily limited to the following:

- A. Environmental impact statements and assessments.
- B. Field surveys.
- C. Fees for permits or advertising.
- D. Floodplain reclamation plans.
- E. Submittals to FEMA, TCEQ or other governmental agencies.
- F. Trench safety designs.
- G. Quality control and testing services.
- H. Services in connection with condemnation hearings.
- I. Consulting services by others not included in proposal.
- J. Revisions and/or change orders after completion of original scope.
- K. Title searches, boundary surveys, or property surveys.

EXHIBIT “B”

COMPLETION SCHEDULE

Ellsworth Branch and Tributary 1 to Ellsworth Branch Hydrologic and Hydraulic Study

The following schedule for completion of the various tasks for the hydrologic and hydraulic study on Ellsworth Branch and Tributary 1 to Ellsworth Branch as described in “Exhibit A”. The schedule is based on the amount of time required by the Engineer to complete each task and does not include the time required by the City for review. All days are in calendar days.

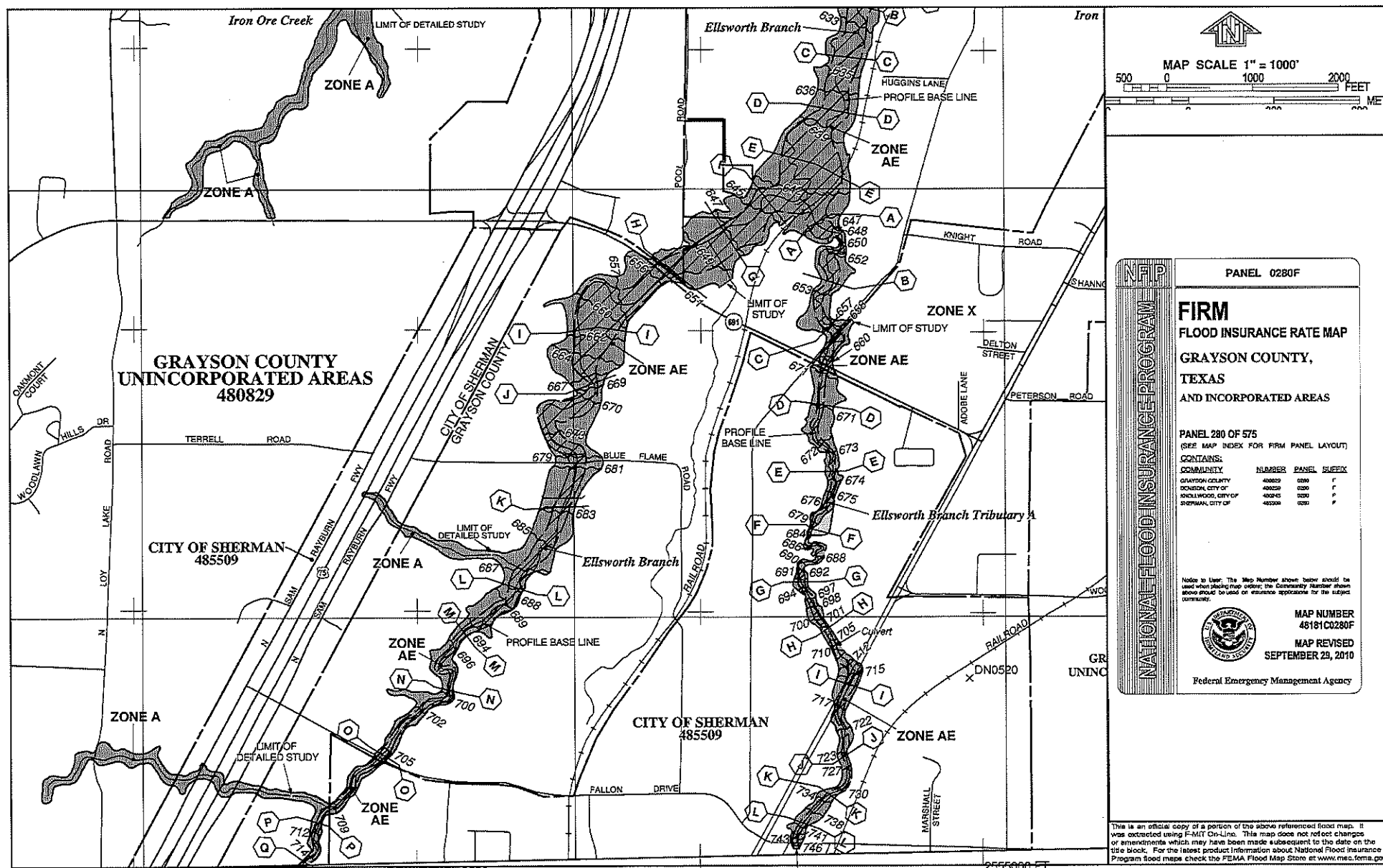
Compile Information & Review	40 after Notice to Proceed
Hold Kick-off Meeting	60 days after Notice to Proceed
Provide GIS Base Map for Review	21 days after Kick-off Meeting
Submit Existing Conditions Report	21 days after GIS Map Approval
Submit Fully Developed Conditions Report	35 days after Existing Conditions Approval
Submit Fully Developed Regional Detention Report ...	21 days after Fully Developed Approval
Submit Final Report & Executive Summary	21 days after Regional Detention Approval

EXHIBIT “C”
COMPENSATION SCHEDULE

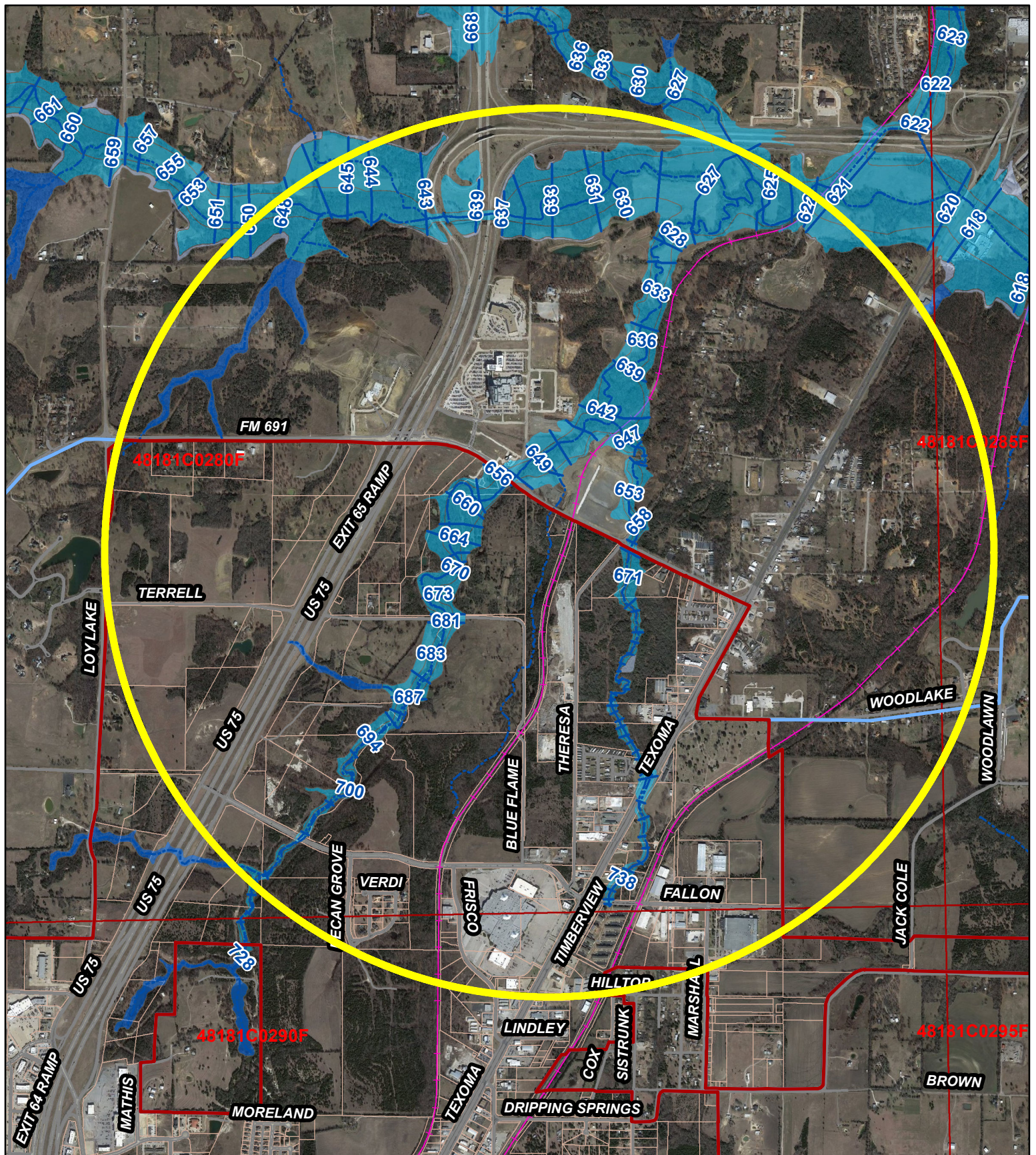
Payment for Basic Services described under Part 1 of Exhibit “A” shall be based on actual salary cost times a multiplier of 2.35. Expenses, including subconsultants invoices shall be based on actual invoice amount times 1.15. The recommended budget amount for each task follows:

Task 1 (Data Collection & Review, Meeting & GIS Map)	\$ 7,800.00
Task 2 (Existing Conditions Analysis)	\$11,800.00
Task 3 (Fully Developed & Regional Detention Analysis)	<u>\$35,700.00</u>
Total Recommended Budget Amount	\$55,300.00

The maximum overall fee established herein in the amount of **\$55,300.00** shall not be exceeded without written authorization from the City of Denison, based on increased scope of services.



Ellsworth Branch





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. D. 5.

Meeting Date: 05/16/2016

Prepared By: Mark Gibson, Director of Utilities

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6084

Approving the Greater Texoma Utility Authority's Intention to Contract with Lynn Vessels Construction, LLC for Construction of the Sears Lift Station Relief Sewer

Issue:

Approving the intention of the Greater Texoma Utility Authority (GTUA) to administer an agreement for construction of the Sears Lift Station Relief Sewer

Background:

The current Capital Improvement Program contains a project to construct the Sears Lift Station Relief Sewer on the north side of the City. Two (2) bidders responded to the request for bids. A bid tabulation is attached. The low bid in the amount of \$927,912.83 was submitted by Lynn Vessels Construction, LLC.

Origination:

Department of Utilities Administration

Financial Consideration:

The project is funded through the GTUA.

Staff Recommendation:

It is recommended that the City Council approve GTUA's intention to contract with Lynn Vessels Construction, LLC in the amount of \$927,912.83 for the construction of the Sears Lift Station Relief Sewer.

Alternatives:

As may be directed by the City Council

Attachments

Resolution No. 6084

Engineer's Recommendation Letter

Bid Tabulation

Location Map

RESOLUTION NO. 6084

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPROVING THE GREATER TEXOMA UTILITY AUTHORITY'S INTENTION TO CONTRACT WITH LYNN VESSELS CONSTRUCTION, LLC FOR CONSTRUCTION OF THE SEARS LIFT STATION RELIEF SEWER; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City of Sherman hereby approves the Greater Texoma Utility Authority's intention to enter into a contract with Lynn Vessels Construction, LLC of Sherman, Texas, in the total amount of Nine Hundred Twenty-Seven Thousand Nine Hundred Twelve Dollars and Eighty-Three Cents (\$927,912.83), for the construction of the Sears Lift Station Relief Sewer.

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

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

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

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

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

May 4, 2016

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

Re: Sherman Sears Lift Station Relief Sewer Re-bid – Contract Award

Dear Mr. Satterwhite:

Bids were again received on the Sears Lift Station (LS) Relief Sewer Project on April 19, 2016. A tabulation of these bids is attached. The project includes construction of approximately 7,000 feet of sanitary sewer; modifications to the 5"x8" box culvert and some gabion wall erosion control work.

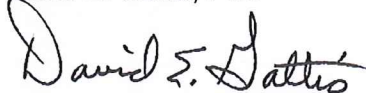
Seven contractors took bid documents. Two competitive bids were received. The low bid at \$927,912.83 is about 6.6% lower than the 2nd bidder and \$371,544.17 lower than the bid received in August of 2015.

The low bidder, Lynn Vessels Construction, LLC has successfully completed several similar projects for GTUA and Sherman. Lynn Vessels Construction is currently finishing two similar projects for GTUA/Sherman.

We recommend that the Greater Texoma Utility Authority award the contract to Lynn Vessels Construction LLC based on the low bid of \$927,912.83 and authorize execution of the required contract documents.

Sincerely,
FREEMAN - MILLICAN, INC.

David E. Gattis, P.E.



Enclosure (1)

Copy:

Sherman, Mark Gibson, Director of Utilities

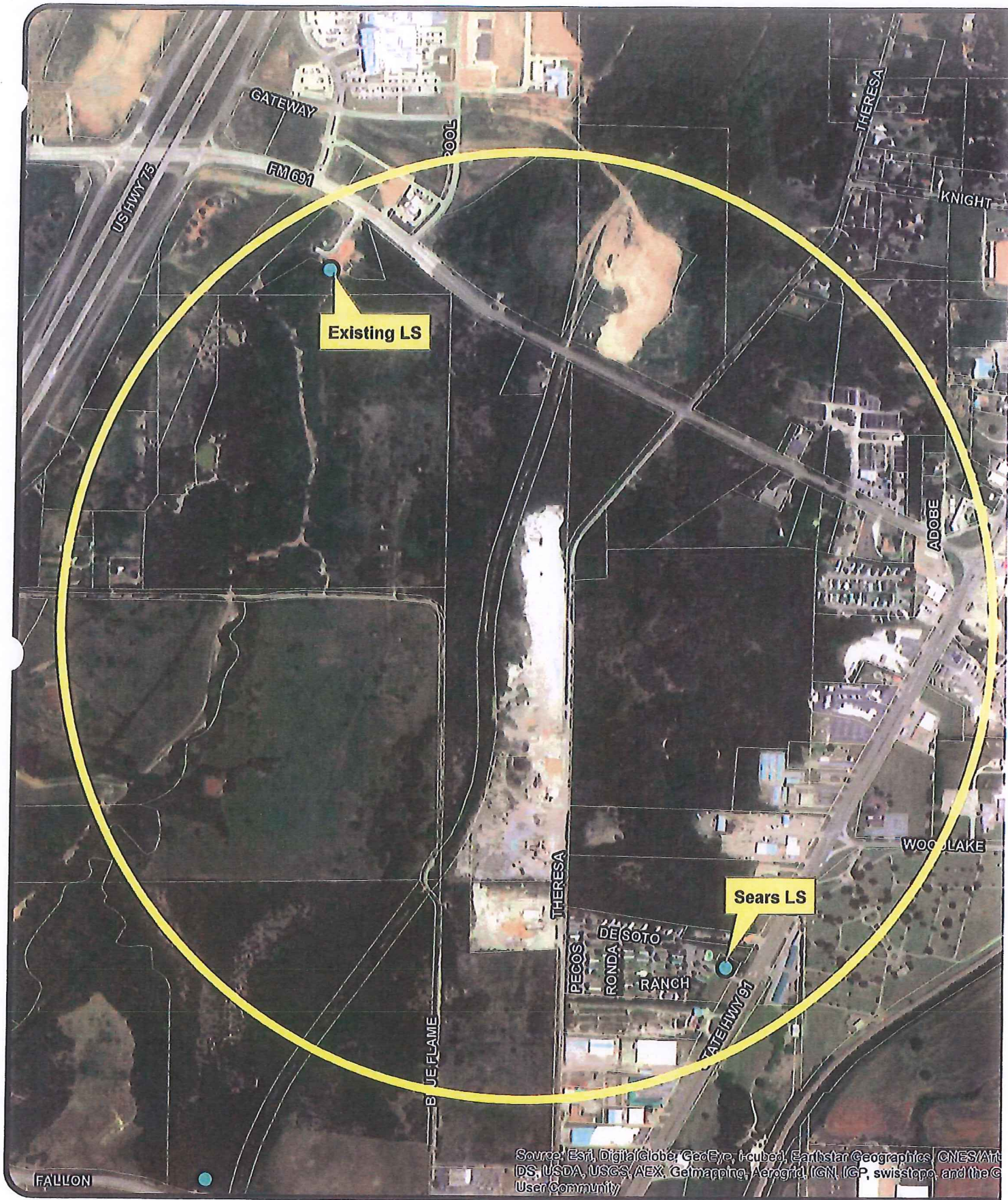
BID TABULATION

OWNER: City of Sherman				Contractor Lynn Vessels Construction, LLC		Contractor Dickerson Const. Co.	
PROJECT: Sears Lift Station Relief Sewer				Address P.O. Box 1212		Address P.O. Box 181	
ENGINEER: FREEMAN-MILLICAN, INC.				City, State Sherman, TX 75091		City, State Celina, TX 75009	
BID DATE: April 19, 2016				Phone 903-893-4300		Phone 972-382-2123	
ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
P.1	8" PVC Sewer Replace 0' - 9' Deep	617	L.F.	60.58	37,377.86	55.00	33,935.00
P.2	12" PVC Sewer Pipe 0'-10' Deep	3,864	L.F.	48.60	187,790.40	54.00	208,656.00
P.3	12" PVC Sewer Pipe 10' or Deeper	2,578	L.F.	67.21	173,267.38	61.00	157,258.00
P.4	Aerial Crossing	246	L.F.	169.28	41,642.88	275.00	67,650.00
P.5	24" ϕ Concrete Piers at Aerial Crossings	109	V.F.	172.63	18,816.67	250.00	27,250.00
P.6	18" ϕ Concrete Piers at Aerial Crossings	40	V.F.	176.81	7,072.40	250.00	10,000.00
P.7	4' ϕ Manholes 0'-9' Deep	15	EA	4,366.50	65,497.50	4,000.00	60,000.00
P.8	4' ϕ Manholes 10'-16' Deep	8	EA	5,904.00	47,232.00	5,250.00	42,000.00
P.9	4' ϕ Manholes Additional Vertical Depth beyond 16'	5	V.F.	627.30	3,136.50	500.00	2,500.00
P.10	Add Inside Drop Piping to 4' ϕ Manhole	1	L.S.	1,389.90	1,389.90	3,000.00	3,000.00
P.11	Remove and Replace Concrete Channel Floor	6	S.Y.	159.90	959.40	300.00	1,800.00
P.12	Class "G" Embedment	137	L.F.	55.31	7,577.47	80.00	10,960.00
P.13	Crushed Stone Trench Foundation	100	C.Y.	49.20	4,920.00	35.00	3,500.00
P.14	Reinforced Conc. Rip-Rap	32	S.Y.	90.60	2,899.20	450.00	14,400.00
P.15	Gas Vent Assembly	4	EA	578.10	2,312.40	1,900.00	7,600.00
P.16	Remove Trees and Debris from Gabion wall work area	1	L.S.	5,166.00	5,166.00	3,500.00	3,500.00
P.17	Install Gabion Wall	152	C.Y.	364.08	55,340.16	700.00	106,400.00
P.18	Install Gabion Mat (12" thick)	87	S.Y.	125.46	10,915.02	350.00	30,450.00
P.19	Excavate, remove and dispose existing culvert concrete roof	1	LS	7,749.00	7,749.00	6,000.00	6,000.00
P.20	Excavate, clean cut and dispose existing concrete wall	1	LS	10,332.00	10,332.00	22,500.00	22,500.00
P.21	Install concrete roof over 8X5 Concrete U channel(low)	32	C.Y.	1,269.98	40,639.36	750.00	24,000.00
P.22	Gravel wall backfill and geotextile wrap	175	C.Y.	124.23	21,740.25	60.00	10,500.00
P.23	Gabion/Concrete tie in	115	L.F.	76.26	8,769.90	100.00	11,500.00
P.24	Fill, compact & grade wall back slope, south side and culvert	700	C.Y.	22.76	15,932.00	25.00	17,500.00
P.25	Grade drainage swale	30	L.F.	36.90	1,107.00	15.00	450.00
P.26	Construct Fence along short wall, culvert entrance, top of gabion wall	205	L.F.	39.67	8,132.35	50.00	10,250.00
P.27	Construct Fence and overflow fence flap	50	L.F.	125.46	6,273.00	175.00	8,750.00
P.28	CMP Culvert	70	L.F.	61.50	4,305.00	110.00	7,700.00
P.29	Safety End Treatment for CMP culvert	1	EA	2,029.50	2,029.50	1,500.00	1,500.00
P.30	Concrete collar for CMP penetration of gabion mat	1	EA	553.50	553.50	350.00	350.00
P.31	Concrete flume	33	L.F.	76.93	2,538.69	135.00	4,455.00
P.32	Stabilize Finished Grade 10% - 20% Slopes	1,100	S.Y.	68.88	75,768.00	8.00	8,800.00
P.33	Stabilize Finished Grade greater 20% Slopes	150	S.Y.	121.77	18,265.50	90.00	13,500.00
P.34	Asphalt Pavement Replacement	32	S.Y.	79.95	2,558.40	85.00	2,720.00
P.35	Replace Gravel Driveway	36	S.Y.	44.42	1,599.12	15.00	540.00
P.36	Fence Gap & Gate	5	EA	1,353.00	6,765.00	3,500.00	17,500.00
P.37	Fence Gap with Six Wire Closure	1	EA	738.00	738.00	1,000.00	1,000.00
P.38	Trench Safety System	7,059	L.F.	1.33	9,388.47	3.00	21,177.00
P.39	Storm Water Discharge Permit & SWP3	1	LS	9,415.65	9,415.65	12,500.00	12,500.00
TOTAL AMOUNT OF CONTRACT BID					927,912.83		\$994,051.00
Item in bold and italics is a math error.							
Time of Completion (Calendar Days)					270 days		270 days

Michael K. Stacey

4/20/2016







SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. D. 6.

Meeting Date: 05/16/2016

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

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6085

Authorizing Execution of a Developer's Agreement with Zakiah US, LLC % GEES, Inc. for the Construction of Public Facilities in Pebblebrook South Phase II, an 8.6-Acre Subdivision South of Park Street along Southridge Lane in the City of Sherman

Issue:

The construction of public facilities in Pebblebrook South Phase II, an 8.6 acre subdivision south of Park Street along Southridge Lane in the City of Sherman

Background:

Zakiah US, LLC % GEES, Inc. proposes to construct an 8.6-acre subdivision south of Park Street along Southridge Lane, which includes the construction of streets, drainage, sanitary sewer mains, and water mains.

Origination:

Department of Public Works and Engineering

Financial Consideration:

None

Staff Recommendation:

Staff recommends approval of the Developer's Agreement.

Alternatives:

As directed by the City Council

Attachments

Resolution No. 6085

Development Agreement

Final Plat

Location Map

RESOLUTION NO. 6085

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A DEVELOPER'S AGREEMENT WITH ZAKIAH US, LLC % GEES, INC. FOR THE CONSTRUCTION OF PUBLIC FACILITIES IN PEBBLEBROOK SOUTH PHASE II, AN 8.6-ACRE SUBDIVISION SOUTH OF PARK STREET ALONG SOUTHRIDGE LANE IN THE CITY OF SHERMAN; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all documents being properly completed and approved as to form and content by the City Attorney, to execute a Developer's Agreement with Zakiah US, LLC % GEES, Inc. for the construction of public facilities in Pebblebrook South Phase II, an 8.6-acre subdivision south of Park Street along Southridge Lane in the City of Sherman, Grayson County, Texas, in the same or substantially same form as the contract documents to be attached hereto and incorporated herein for all purposes

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

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

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

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

STATE OF TEXAS §
 §
COUNTY OF GRAYSON §

**DEVELOPMENT AGREEMENT BETWEEN
THE CITY OF SHERMAN AND ZAKIAH US, LLC % GEES INC.**

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into this 16th day of May 2016 (the "Effective Date"), by and among the City of Sherman ("City"), a municipal corporation organized under the laws of the State of Texas, Zakiah U.S. LLC. ("Developer").

WITNESSETH:

WHEREAS, City recognizes the importance of its continued role in local economic development; and

WHEREAS, Developer is developing a portion of the City and making improvements to the City; and

WHEREAS, Developer owns or controls lands located in Sherman, Texas, and described to the City by the Developer as the Pebble Brook South Phase II, and attached hereto and made a part hereof as if fully set out in this paragraph as Exhibit "A" and hereinafter referred to as the "Property", and Developer intends to develop the Property by constructing improvements thereon; and

WHEREAS, the Developer desires that the City accept the dedication of the streets, utilities, and other improvements as reflected on the plans and specifications submitted by the Developer as a part of the public facilities of the City, as indicated in Paragraph 2 of Article I; and

WHEREAS, the CITY is willing to provide, in accordance with the provisions of this Agreement and the prevailing state and local laws, city services to the Property and thereafter operate applicable facilities so that the occupants of the improvements on the Property will receive City services;

NOW, THEREFORE, in consideration of the mutual covenants and obligations herein, the parties agree as follows:

**ARTICLE I.
SPECIFIC CONTRACT PROVISIONS**

1. **Assurance of Title:** At the time of execution of this Agreement, the Developer agrees to deliver to City a copy of a Title Insurance Policy, or an opinion of title from a qualified attorney-at-law addressed to the City in a form and substance satisfactory to City with respect to the Property, which opinion shall include a current report on the status of the

title, setting out the name of the legal title holders, the outstanding mortgages, taxes, liens and covenants. The provisions of this paragraph are for the purpose of evidencing Developer's legal right to grant the exclusive rights of service contained in this Agreement.

2. **Assurance of Accuracy of Documents:** Developer has caused the subdivision plat of the Property (the "plat") and all plans and specifications (the "plans") for the streets, utilities and other improvements to be developed on the Property (collectively the "Project") as part of the public facilities of the City, to be prepared by a Registered Professional Engineer and that Plat and Plans accurately depict such subdivision and the improvements comprising the Project. Developer understands that the City will rely on the accuracy of the Plat and Plans in making its determination as to whether the documents comply with all City ordinances, state and federal law.
3. **Development Documents:** Upon the execution of this Agreement, Plat, Plans, and orders of the City Planning and Zoning Commission and the City Council, made in connection with the approval of the subdivision depicted on the Plat (hereinafter the "Subdivision") are confirmed, ratified, and agreed upon by both parties and attached hereto as Exhibit "B". Developer agrees to comply with such orders and Ordinance No. 2684, and any amendments as of the date of the execution of the contract, as applicable to the Subdivision; and all of the work of the Project will be done under the supervision of the City Engineer (as defined in Paragraph 8 of this Article) to City standards, and in accordance with applicable City regulations. The Plat, Plans, orders of the City Planning and Zoning Commission, and the City Council and Ordinance No. 2684 (hereinafter collectively referred to as the "Development Documents") are incorporated into this Agreement a part thereof for all purposes.
4. **Delivery of Improvements:** The Developer will pay for and deliver to the City free and clear of all liens and costs, all of the improvements provided in the Development Documents.
5. **Performance Bond:** No work shall be performed within the Subdivision until the Developer presents to the City Manager a satisfactory Performance Bond and a Payment Bond, as provided by Chapter 2253 of the Texas Government Code, from the Contractor in favor of the Developer and the City. Such bond shall be made for 100% of the contract price for all streets and utilities and public works to be installed in the Subdivision, and shall be in a form containing all other provisions set forth in Chapter 2253 of the Texas Government Code, including, but not limited to, Section 2253.021 of that Chapter.
6. **Failure to Complete Development:** If the Developer does not complete the Improvements contained in the Development Documents on or before June 1, 2017 City may, at its election, use the Performance Bond to complete such Improvements. The date in this Paragraph may be extended by the mutual agreement of the parties. Such extension shall be in writing, as provided in Paragraph 13 of Article II.

7. **Availability of Public Facilities:** No public facilities will be made available to any lot within any segment of this Subdivision until the work on each segment is performed and approved as agreed upon in this Agreement.
8. **Registered Civil Engineer:** All of the plans and specifications for the improvements herein mentioned in the Development Documents, shall be prepared by a Registered Professional Civil Engineer, and all of the improvements shall be built under the supervision of such engineer, and the engineer shall certify to the City that, as each segment is built, such segment as built is true and correct in accordance with the plans and specifications, and that the same was built under his supervision, and the certificate shall be signed and sealed by such engineer. All of the expense of such engineering shall be paid for by the Developer.
9. **City Engineer:** Before work is begun on any improvement, the City Engineer shall designate a person, hereinafter identified as "City Engineer," who shall be notified and arrangements made for inspection by the City Engineer at such stages of construction as required by him, and no improvement constructed underground shall be covered by the Developer until inspected by the City Engineer and approved by him. At any time any construction is contrary to the plans and specifications, the City Engineer shall be, and is, empowered to stop construction and require correct construction and installation at the Developer's risk and without liability to the City.
10. **Coordination of Work:** The work will be coordinated between the City and the Developer so that the utilities will be in place before the permanent improvements are installed.
11. **Utility Arrangements:** The Developer will make its own arrangements with gas, electric, and telephone service providers for extensions of their utilities, and upon complying with this Agreement, the City utilities will be furnished.
12. **Fees:** Other fees normally charged by the City for building permits, water taps, service connections, and similar fees will be paid as required to the City by the Developer.
13. **Guarantee or Maintenance Bond:**
 - A. If, within one year after the acceptance, defects should appear in the materials or workmanship, the Developer shall have such defects promptly repaired at its own expense, and shall leave the work as intended by the plans and specifications. This guarantee will apply to all parts of the work which have been accepted by the City.
 - B. Instead of the Guarantee set for in subparagraph (A) of this paragraph, Developer may provide a Maintenance Bond to the City at the time of final acceptance of the improvements by the City Engineer. The Bond shall name the City as an obligee under the bond and the bond shall provide a one (1) year guarantee on all the improvements contained in the Development Documents.

14. **WAIVER OF RIGHTS UNDER STATE LAW:**

- A. Developer understands that, pursuant to Section 212.904 of the Texas Local Government Code, the developer is entitled to an apportionment of the municipal infrastructure cost and that such apportionment must be done by a professional engineer. Developer hereby agrees that any land or property it donates to the City, as reflected on the Final Plat, is roughly proportionate to the need for such land. Developer further acknowledges and agrees that all prerequisites to such a determination of rough proportionality have been met, and that any costs incurred relative to said donation are related both in nature and extent to the impact of the development of the Property and its needs related thereto. BY MY SIGNATURE ON THIS AGREEMENT, DEVELOPER HEREBY FREELY, KNOWINGLY AND VOLUNTARILY WAIVES ITS RIGHTS UNDER SECTION 212.904 OF THE TEXAS LOCAL GOVERNMENT CODE, OR ANY OTHER RELATED CLAIMS. DEVELOPER AGREES THAT THE DEVELOPER'S AGREEMENT MAY PROCEED WITHOUT THE REQUIREMENTS IMPOSED ON THE CITY UNDER SECTION 212.904 OF THE TEXAS LOCAL GOVERNMENT CODE, EXCEPT DEVELOPER SPECIFICALLY RESERVES ITS RIGHT TO APPEAL THE APPORTIONMENT IN ACCORDANCE WITH SECTION 212.904 OF THE TEXAS LOCAL GOVERNMENT CODE. I CONSENT TO THIS WAIVER AFTER HAVING THE OPPORTUNITY TO REVIEW THIS AGREEMENT AND WAIVER PROVISION WITH MY ATTORNEY, OR IF I HAVE NOT REVIEWED THIS WITH AN ATTORNEY, THAT I HAVE HAD THE OPPORTUNITY TO DO SO AND HAVE VOLUNTARILY CHOSEN NOT TO SEEK THE ADVICE OF AN ATTORNEY.
- B. BOTH DEVELOPER AND THE CITY FURTHER AGREE TO WAIVE AND RELEASE ALL CLAIMS ONE MAY HAVE AGAINST THE OTHER RELATED TO ANY AND ALL ROUGH PROPORTIONALITY AND INDIVIDUAL DETERMINATION REQUIREMENTS MANDATED BY *DOLAN V. TOWN OF TIGARD*, 512 U.S. 374 (1994), AND ITS PROGENY, AND WELL AS ANY OTHER REQUIREMENTS OF A NEXUS BETWEEN THE DEVELOPMENT CONDITIONS AND THE PROJECTED IMPACT OF THE FOREGOING, INCLUDING ALL DEDICATIONS OF LAND, PARKLAND, AND ANY INFRASTRUCTURE REFERENCED HEREIN. I CONSENT TO THIS WAIVER AFTER HAVING THE OPPORTUNITY TO REVIEW THIS AGREEMENT AND WAIVER PROVISION WITH MY ATTORNEY, OR IF I HAVE NOT REVIEWED THIS WITH AN ATTORNEY, THAT I HAVE HAD THE OPPORTUNITY TO DO SO AND HAVE VOLUNTARILY CHOSEN NOT TO SEEK THE ADVICE OF AN ATTORNEY.

15. **Other Provisions:**

- A. Upon Completion of the Subdivision one electronic copy and one set of reproducible "Record" drawings will be supplied to the City.

- B. The Developer shall pay to the City an engineering plan review, inspection, and testing fee of \$15,316.69.
- C. Developer agrees that the development, as set forth in the Contract Documents, will comply with all federal, state and local laws relating to the discharge of storm water upon completion of the development.
- D. Developer and City agree that any and all goods and services relative to infrastructure dedicated to the City are exempt from state and local sales tax in accordance with Texas Tax Code §§151.309 and 151.311.

ARTICLE II.

GENERAL CONTRACT PROVISIONS

1. **Force Majeure.** If the performance of any of the parties hereto is delayed by reason of war, civil commotion, acts of God, inclement weather, unanticipated subsurface conditions, fire or other casualty, court injunction or any circumstances which are reasonably beyond the control of the party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated or not, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such design or construction requirement shall be extended for a period of time equal to the period such party was delayed. The terms above shall not apply to extend the time permitted for any payment obligations set forth in this Agreement.
2. **INDEMNIFICATION AND HOLD HARMLESS.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, DEVELOPER OBLIGATES ITSELF TO THE CITY TO FULLY AND UNCONDITIONALLY PROTECT, INDEMNIFY AND DEFEND THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, AND HOLD IT HARMLESS FROM AND AGAINST ANY AND ALL COSTS, EXPENSES, REASONABLE ATTORNEY FEES, CLAIMS, SUITS, LOSSES OR LIABILITY FOR INJURIES TO PROPERTY, INJURIES TO PERSONS (INCLUDING DEVELOPERS EMPLOYEES), INCLUDING DEATH, AND FROM ANY OTHER COSTS, EXPENSES, REASONABLE ATTORNEY FEES, CLAIMS, SUITS, LOSSES OR LIABILITIES OF ANY AND EVERY NATURE WHATSOEVER ARISING IN ANY MANNER, DIRECTLY OR INDIRECTLY, OUT OF OR IN CONNECTION HEREWITH, REGARDLESS OF CAUSE OR OF THE SOLE, JOINT, COMPARATIVE OR CONCURRENT NEGLIGENCE OR GROSS NEGLIGENCE OF DEVELOPER, ITS OFFICERS, AGENTS OR EMPLOYEES. THIS INDEMNIFICATION AND SAVE HARMLESS SHALL APPLY TO ANY IMPUTED OR ACTUAL JOINT ENTERPRISE LIABILITY. This indemnity does not waive any governmental immunity available to the City under Texas law and does not waive any defenses of the parties under Texas law.

3. **Authority to Bind.** Each general partner or member executing this Agreement on behalf the Developer represents that, by executing this Agreement in such capacity, it acts within the scope of its authority and does not exceed the bounds of its authority to act to bind such party regarding the obligations and assurances contained in this Agreement. City represents that the execution of this Agreement as provided below has been duly authorized by the City Council as provided in the Approval Resolution.
4. **Events of Default.** A default shall exist if either party fails to perform or observe any material covenant contained in this Agreement. The non-defaulting party shall immediately notify the defaulting party in writing upon becoming aware of any change in the existence of any condition or event which would constitute a default or, with the giving of notice or passage of time, or both, would constitute a default under this Agreement. Such notice shall specify the nature and the period of existence thereof and what action, if any, the notifying party requires or proposes to require with respect to curing the default.
5. **Remedies Available to City.** If a default by Developer shall occur and continue, after thirty (30) day's notice to cure default, City may, at its option, pursue any and all remedies it may be entitled to, at law or in equity, in accordance with Texas law and including using the Performance Bond to complete the work, without the necessity of further notice to or demand upon Developer. City shall not, however, have the right to exercise such remedies for so long as Developer proceeds in good faith and with due diligence to remedy and correct the default, provided that Developer has commenced to cure such default within thirty (30) days following notice, pursues such cure with reasonable diligence and completes such cure within one hundred eighty (180) days.
6. **No Waiver of Defenses.** Nothing in this Agreement shall be construed or intended to waive any defenses available to the City, including, but not limited to, governmental immunity.
7. **Venue and Governing Law.** This Agreement is performable in Grayson County, Texas and venue of any action arising out of this Agreement shall be exclusively in Grayson County. This Agreement shall be governed and construed in accordance with the laws of the State of Texas.
8. **Notices.** Any notice required by this Agreement shall be deemed to be properly served (i) three (3) days following deposit if deposited in the U.S. mail by certified letter, return receipt requested; (ii) on the next business day if sent by nationally recognized overnight delivery service; or (iii) upon receipt if transmitted by facsimile or electronic transmission, addressed to the recipient at the recipient's address shown below, subject to the right of either party to designate a different address by notice given in the manner just described.

CITY:

DESIGNEE: Clint Philpott, P.E.

ADDRESS: 220 W. Mulberry Street
Sherman, TX 75090
PHONE: 903-892-4547
FAX: 903-870-7802

DEVELOPER:

DESIGNEE: Greg Edwards
ADDRESS: 1621 Amaada Court
Ponder, Texas 76259
PHONE: 940-482-2907
FAX: 940-482-8128

9. **Legal Construction.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.
10. **Counterparts.** This Agreement may be executed in any number of counterparts, which may be transmitted originally or electronically, each of which shall be deemed an original and constitute one and the same instrument.
11. **Captions.** The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.
12. **Successors and Assigns.** The terms and conditions of this Agreement are binding upon the successors and assigns of all parties hereto, provided, however, this Agreement shall not be assigned by Developer without prior written approval by the City Manager of the City, which approval shall not be unreasonably withheld or delayed. City may assign or delegate any of its rights or obligations under this Agreement but the same shall not constitute a novation.
13. **Entire Agreement.** This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in this Agreement, and except as otherwise provided herein cannot be modified without written agreement of the parties to be attached to and made a part of this Agreement.
14. **Interpretation of Agreement.** This is negotiated Agreement. If any part of this Agreement is in dispute, the parties stipulate that the Agreement shall not be construed more favorably for either party.

IN WITNESS WHEREOF, parties have caused this Agreement to be executed in duplicate this 16th day of May 2016, with an original to each party.

Developer: Zakiah U.S. LLC. % GEES, Inc.

BY:

NAME: Greg Edwards

TITLE: P.E.

ATTEST:

BY: _____

NAME: _____

TITLE: _____

CITY: **CITY OF SHERMAN**

BY: _____

NAME: **Robby Hefton**

TITLE: **City Manager**

ATTEST:

BY: _____

NAME: **Linda Ashby**

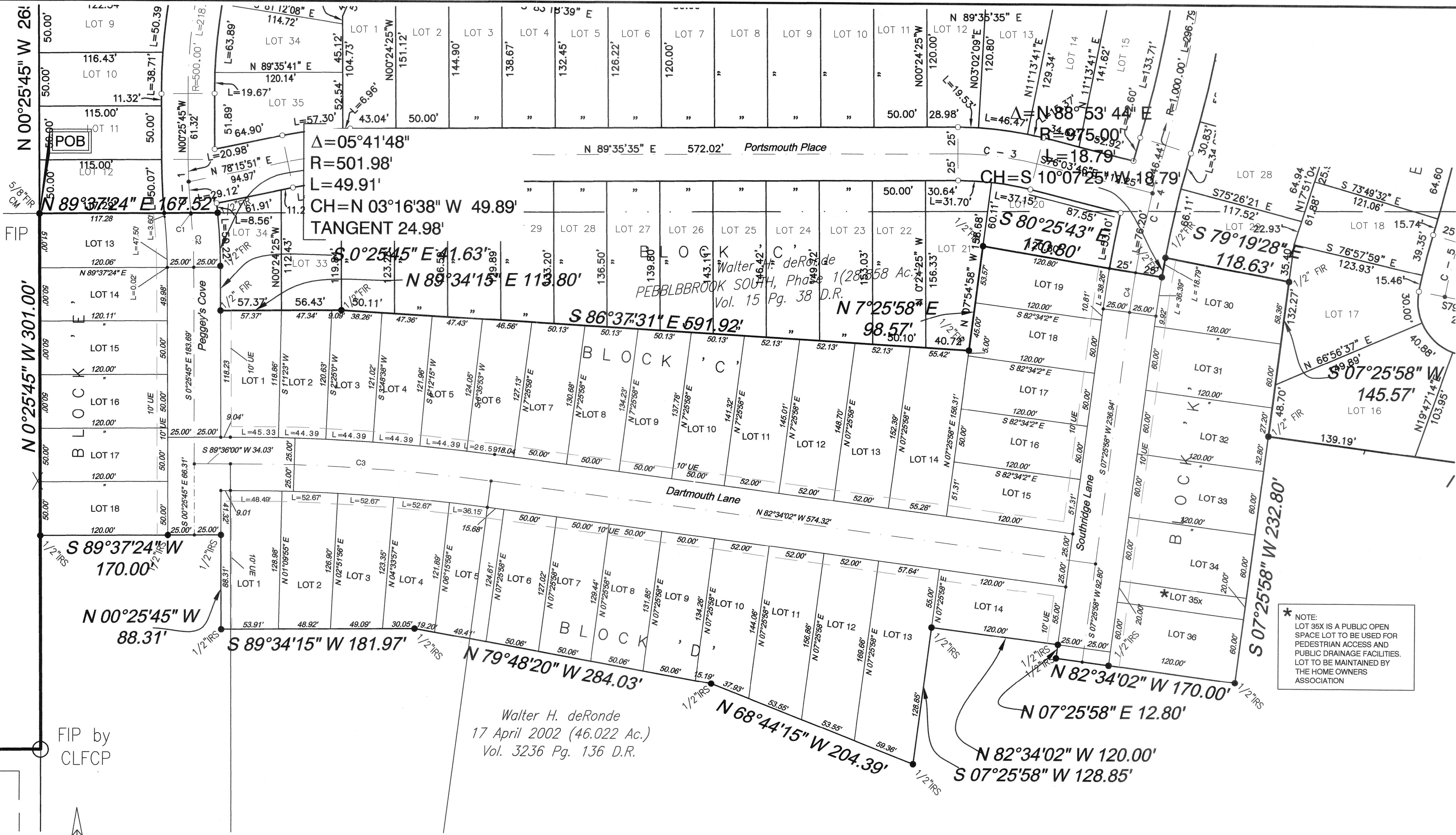
TITLE: **City Clerk**

APPROVAL RECOMMENDED:

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

APPROVED AS TO FORM:

Brandon S. Shelby, City Attorney



Final Plat of
PEBBLEBROOK SOUTH, PHASE II
City of Sherman, County of Grayson, State of Texas

OWNERS DEDICATION

State of Texas
County of Grayson

Whereas, that Walter H. DeRonde is the owner of a tract of land situated in the Elizabeth Jones Survey, Abstract Number 625, City of Sherman, County of Grayson, State of Texas, said tract being part of a called 155.036 acre tract as described in Deed to Walter H. DeRonde et ux, Mary T. DeRonde, filed 16 October 2006, and Recorded in Volume 4134 Page 565, and being part of a called 46.022 acre tract as described in Deed to Walter H. DeRonde et ux, Mary T. DeRonde, filed 17 April 2002, and Recorded in Volume 3236 Page 136 of the Deed Records of the County of Grayson, State of Texas, and being more fully described as follows:

Beginning for the northwest corner of the tract being described herein at a set 1/2 inch Steel Square Tubing, said tubing being the most westerly south west corner of Pebblebrook South Phase I Addition, and Recorded in Volume 15 Page 38 of the Plat Records of Grayson County, Texas;

Thence: North 89 degrees 37 minutes 24 seconds East, a distance of 167.52 feet to a found 1/2 inch Steel Square Tubing for the northwest corner of Lot 34 Block 'C' of the said Pebblebrook South Phase I, and the start of a curve to the right whose radius is 501.98 feet and a chord bearing of north 03 degrees 16 minutes 38 seconds west, a distance of 49.91 feet;

Thence: With said curve to the right an arc length of 49.91 feet to a found 1/2 inch Steel Square Tubing for the end of said curve;

Thence: South 00 degrees 25 minutes 45 seconds East, a distance of 41.63 feet to a found 1/2 inch Steel Square Tubing at the southwest corner of lot 34 Block 'C' of said Pebblebrook South Phase I;

Thence: North 89 degrees 34 minutes 15 seconds East, a distance of 113.80 feet to a found 1/2 inch Steel Square Tubing at the southeast corner of lot 33 Block 'C' of said Pebblebrook South Phase I;

Thence: South 86 degrees 37 minutes 31 seconds East, a distance of 591.92 feet to a found 1/2 inch Steel Square Tubing for the southeast corner of Lot 21 Block 'C' of said Pebblebrook South Phase I;

Thence: North 07 degrees 25 minutes 58 seconds East, a distance of 98.57 feet to a found 1/2 inch Steel Square Tubing at the southwest corner of Lot 20 Block 'C' of said Pebblebrook South Phase I;

Thence: South 80 degrees 25 minutes 43 seconds West, a distance of 170.80 feet to a found 1/2 inch Steel Square Tubing on the east Right-of-Way line of Southridge Lane, and the start of a curve to the right whose radius is 975.00 feet and a chord bearing of south 10 degrees 07 minutes 25 seconds west, a distance of 18.79 feet;

Thence: South 79 degrees 19 minutes 28 seconds East, a distance of 118.63 feet to a found 1/2 inch Steel Square Tubing at the south east corner of lot 29 Block 'D' of said Pebblebrook South Phase I;

Thence: With said curve to the right, an Arc Length of 18.79 feet to a found 1/2 inch Steel Square Tubing for the southwest corner of lot 29 Block 'D' of said Pebblebrook South Phase I;

Thence: South 79 degrees 19 minutes 28 seconds East, a distance of 118.63 feet to a found 1/2 inch Steel Square Tubing at the southeast corner of lot 29 Block 'D' of said Pebblebrook South Phase I;

Thence: South 07 degrees 25 minutes 58 seconds West, a distance of 378.37 feet to a set 1/2 inch Steel Square Tubing for a corner of this tract;

Thence: North 82 degrees 34 minutes 02 seconds west, a distance of 170.00 feet to a set 1/2 inch Steel Square Tubing for a corner of this tract;

Thence: North 07 degrees 25 minutes 58 seconds East, a distance of 12.80 feet to a set 1/2 inch Steel Square Tubing for a corner of this tract;

Thence: Moth 82 degrees 34 minutes 02 seconds West, a distance of 120.00 feet to a set 1/2 inch Steel Square Tubing for a corner of this tract;

Thence: South 07 degrees 25 minutes 58 seconds West, a distance of 128.85 feet to a set 1/2 inch Steel Square Tubing for a corner of this tract;

Thence: North 68 degrees 44 minutes 15 seconds West, a distance of 204.39 feet to a set 1/2 inch Steel Square Tubing for a corner of this tract;

Thence: North 79 degrees 48 minutes 20 seconds West, a distance of 284.03 feet to a set 1/2 inch Steel Square Tubing for a corner of this tract;

Thence: South 89 degrees 34 minutes 15 seconds West, a distance of 181.97 feet to a set 1/2 inch Steel Square Tubing for a corner of this tract;

Thence: North 00 degrees 25 minutes 45 seconds West, a distance of 88.31 feet to a set 1/2 inch Steel Square Tubing for a corner of this tract;

Thence: South 89 degrees 37 minutes 24 seconds West, a distance of 170.00 feet to a set 1/2 inch Steel Square Tubing in th West line of said DeRonde Tract;

Thence: North 00 degrees 25 minutes 45 seconds West, a distance of 301.00 feet to the POINT OF BEGINNING and containing 8.663 acres of land.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:
THAT, Walter H. DeRonde does hereby adopt this plat designating the herein described property as Pebblebrook South Addition, City of Sherman, County of Grayson, Texas, and does hereby dedicate to the public use forever the Streets and easements for the same purpose and consideration expressed hereon.

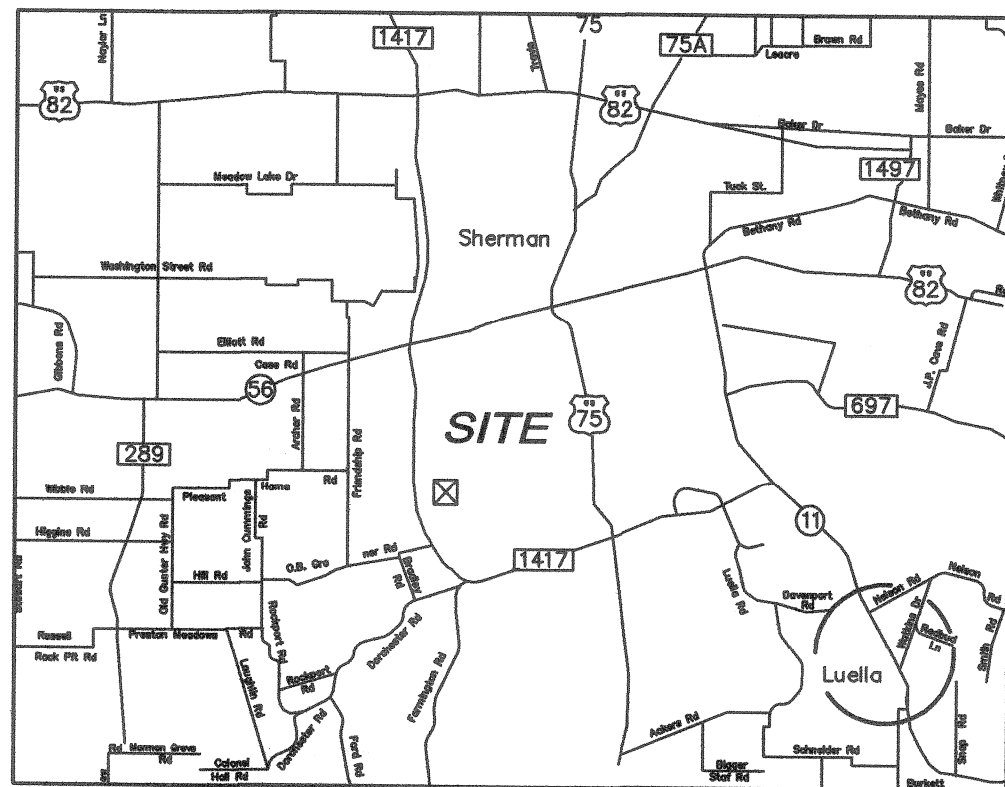
Walter H. DeRonde

STATE OF TEXAS

Before me, the undersigned Notary Public for the State of Texas, on this day personally appeared Walter H. DeRonde, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and considerations therein expressed and in the capacity stated.

Given under my hand and seal of office this the ____ day of _____, 2013.

Notary Public-State of Texas



- LEGEND
- S/SR = Set 3/4" Rod
 - FIP = Found Rebar
 - SIP = Set 1/2" Sq. Tubing
 - F/SR = Found 1/2" Sq. Tubing
 - F/SR = Found 1/2" Sq. Tubing
 - ROW = Right-of-Way
 - X- = Fence Line
 - () = Dead Calls
 - E- = Electric Line
 - T- = Telephone Line
 - C- = TV Cable
 - GM = Gas Meter
 - PP = Power Pole
 - WM = Water Meter
 - AC = Air Cond.
 - BL = Building Line
 - UGT = Underground phone
 - FOP = Fence Corner Post
 - UE = Utility Easement
 - BC = Back of Curb

CERTIFICATE OF APPROVAL

Approved this ____ day of _____, 2010, by the City Planning and Zoning Commission of the City of Sherman, Texas.

Chairman _____ Secretary _____

ACCEPTED BY THE CITY COUNCIL OF THE CITY OF SHERMAN:

Mayor, City of Sherman, Texas _____ Date _____

The undersigned, the City Clerk of the City of Sherman, hereby certifies that the foregoing final plat of PEBBLEBROOK SOUTH, PHASE II, on Addition to the City of Sherman was submitted to the City Council on the ____ day of _____, 2013, and the City Council by formal action then and there accepted the dedication of street, alleys, easements and public places as shown and set forth in and upon said plat, and said City Council further authorizes the Mayor to note the acceptance thereof by signing his name as hereinabove subscribed.

Witness my hand this ____ day of _____, AD, 2013.

City Clerk, City of Sherman, Texas _____

SURVEYORS CERTIFICATION

KNOW ALL MEN BY THESE PRESENTS:
THAT I, Don K. Cox, Registered Professional Land Surveyor Number 4577, do hereby certify that this plat was prepared from an actual survey of the land described hereon, and that the corner monuments shown hereon were found or placed under my supervision in accordance with the ordinances of the City of Sherman, Texas.

Date _____

Don K. Cox, Texas Registered Professional Land Surveyor Number 4577

OWNER:
Walt DeRonde
1600 Shady Oaks Place
Corinth, TX 76210-2811

ENGINEER
Greg Edwards
Greg Edwards Engineering, Inc.
1621 Amanda Court
Ponder, TX 76259

SCALE: 1" = 50'

Note:
There May Or May Not Be Pipe Lines On This Property.

Pebblebrook South Phase II





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. D. 7.

Meeting Date: 05/16/2016

Prepared By: Scott Shadden, Director of Developmental Services

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 6086**

Authorizing Execution of an Agreement with Heriberto Garcia for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 2026 South Montgomery Street

Issue:

This item is to consider property tax abatement for the construction of a new single-family residence at 2026 South Montgomery Street.

Background:

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

Origination:

Heriberto Garcia, Owner/Applicant

Financial Consideration:

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

Staff Recommendation:

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

Alternatives:

The City Council could decide against granting this abatement.

Attachments

Resolution No. 6086

Abatement Agreement

Application

Deed

Survey

Building Permit

Site Plan

Photo

Location Map

Residential Reinvestment Zone Map

RESOLUTION NO. 6086

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT WITH HERIBERTO GARCIA FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 2026 SOUTH MONTGOMERY STREET; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to receipt of a fully-executed agreement from Heriberto Garcia and subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute an agreement with Heriberto Garcia for the abatement of ad valorem property taxes for a period of ten (10) years, for the construction of one (1) new single-family residence at 2026 South Montgomery Street, lying within the City of Sherman's Residential Tax Reinvestment Zone, in accordance with the City's policies and procedures established for this purpose.

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

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

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

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

THE STATE OF TEXAS §
 §
COUNTY OF GRAYSON §

AGREEMENT

THIS AGREEMENT, entered into by and between the **CITY OF SHERMAN, TEXAS**, a home rule city and municipal corporation of the State of Texas, duly acting herein by and through its City Manager, hereinafter referred to as CITY, and **HERIBERTO GARCIA**, hereinafter referred to as OWNER,

WITNESSETH:

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

WHEREAS, the CITY has adopted a resolution (Resolution No. 5960) stating that it elects to be eligible to participate in a residential tax abatement program; and

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

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

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

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

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

I.

1.01 To the extent authorized by the Texas Constitution and by the Tax Code, CITY hereby agrees to exempt from City of Sherman taxation a portion of the increase in value of taxable real property of OWNER in the CITY over the same real property and its value as calculated by the Grayson Appraisal District for ad valorem property tax purposes in accordance with the following schedule. Such tax exemption shall be in effect for tax years beginning January 1, 2016, and continuing for tax years 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023,

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

SCHEDULE OF TAXES ASSESSED

<u>TAX YEAR</u>	<u>ABATEMENT</u>
2016	100%
2017	100%
2018	100%
2019	100%
2020	100%
2021	100%
2022	80%
2023	60%
2024	40%
2025	20%

II.

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

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

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

III.

3.01 The term of this Agreement shall be for tax years 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024 and 2025, as indicated above in paragraph 1.01.

IV.

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

Construction of one (1) new single-family residence at 2026 South Montgomery Street, Sherman, Texas, and as more particularly described by the following:

BEING Lot 6, Block 43, C.C. Mayhew Addition and Extensions of Blocks 42 & 43, Southside Addition

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

VI.

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

VII.

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

VIII.

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

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

IX.

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

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

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

X.

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

XI.

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

XII.

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

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

Heriberto Garcia
202 E. Wilson
Sherman, Texas 75090
(903) 819-6027

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

This Agreement is performable in Grayson County, Texas. Witness our hands on this the _____ day of _____, 2016.

CITY:
CITY OF SHERMAN, TEXAS

OWNER:
HERIBERTO GARCIA

BY: _____
ROBBY HEFTON
CITY MANAGER

BY: _____
HERIBERTO GARCIA

ATTEST:

BY: _____
LINDA ASHBY
CITY CLERK

APPROVED AS TO FORM
AND CONTENT:

BY: _____
BRANDON S. SHELBY
CITY ATTORNEY

THE STATE OF TEXAS §
COUNTY OF GRAYSON §

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

GIVEN UNDER MY HAND and seal of office this _____ day of _____, 2016 A.D.

NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS

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

Property Owner:

Name: Heriberto Garcia

Mailing Address: 202 E. Wilson - Sherman, TX 75090

Telephone Number: 903-819-6027

Contact (if different than owner):

Name: _____

Mailing Address: _____

Telephone Number: _____

Property:

Physical Address: 2026 S. Montgomery - Sherman TX 75090

Summary Legal Description: Lot: 6 Block: 43 Addition: Mayhew C.C.

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

Improvements:

Type of Improvements (please check one). New Construction: X Remodeling: _____

Estimated Value of Improvements: 80K

Estimated Date of Start of Construction: 4/27/16

Estimated Date of Completion of Project: 7/31/16

Description of Project: 3/2 (3 bedroom 2 bath) 1486 sq ft.

Applicant(s): H Garcia

Date: 4-25-16

Date: _____

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

TAX RESALE DEED

STATE OF TEXAS

X

X

KNOW ALL MEN BY THESE
PRESENTS

COUNTY OF GRAYSON

X

That Sherman Independent School District, City of Sherman, County Education District, County of Grayson and Grayson County College, acting by their presiding officer of its governing body, hereunto duly authorized by resolution and order of said governing body which is duly recorded in its official Minutes, hereinafter called grantor, for and in consideration of the sum of \$3,100.00 cash in hand paid by

A. E. Smith
For Lynwilliams Inc.
P. O. Box 512
Whitesboro, Texas 76273

hereinafter called grantee(s), the receipt of which is acknowledged and confessed, has quitclaimed and by these presents does quitclaim unto said grantee(s) all of the right, title and interest of grantor and all other taxing units interested in the tax foreclosure judgment against the property herein described, acquired by tax foreclosure sale heretofore held pursuant to Orders of Sale issued in the 59th District Court of said county, said property being located in Grayson County, Texas, and described as follows:

Lot 6, Block 43, C. C. Mayhew Replat of Blocks 42 and 43 of the Southside Addition, City of Sherman, Grayson County, Texas, as described in deed dated, October 26, 1964, from Malcolm Haril Ellison, Et Al., to James Henery Barfield, Jr., recorded in Volume 1019, Page 224, Deed Records of Grayson County, Texas.

Lots 11 and 12, Block 5, W. P. Carter's Addition, Grayson County, Texas, as described in Volume 1173, Page 790, Deed Records of Grayson County, Texas.

TO HAVE AND TO HOLD the said premises, together with all and singular the rights, privileges, and appurtenances thereto in any manner belonging unto the said grantee(s), their heirs and assigns forever, so that neither the grantor, nor any other taxing unit interested in said tax foreclosure judgment, nor any person claiming under it and them, shall at any time hereafter have, claim or demand any right or title to the aforesaid premises or appurtenances, or any part thereof.

SUBJECT however to the following covenant, condition and restrictions:

(a) The above described realty, or any part thereof, shall not be used in the operation of, or in conjunction with, any school or other institution of learning, study or instruction which discriminates against any person because of his race, color or national origin, regardless of whether such discrimination be effected by design or otherwise.

(b) The above described realty, or any part thereof, shall not be used in the operation of, or in conjunction with, any school or other institution of learning, study or instruction which creates, maintains, reinforces, renews, or encourages, or which tends to create, maintain, reinforce, renews or encourage a dual school system.

These restrictions and conditions shall be binding upon grantee and grantee's successors, assigns, heirs and personal representatives for a period of fifty (50) years from the date hereof.

The foregoing restrictions and the other covenants hereafter set out are covenants running with the land, and each and every parcel thereof, and shall be fully binding upon any person, firm, partnership, corporation, trust, church, club, governmental body, or other organization or entity whatever (whether private or governmental in nature), without limitation hereinafter acquiring any estate, title, interest or property in said land, whether by descent, devise, purchase or otherwise; and no act or omission upon the part of grantor herein, its successors and assigns, shall be a waiver of the operation or enforcement of such restrictions; but neither restriction shall be construed to be a condition subsequent or special limitation on the estate thereby conveyed.

It is further covenanted, that third party beneficiaries of the restrictions set forth above shall be as follows:

- (1) As to the restrictions set out in (a) above, any person prejudiced by its violation;
- (2) As to the restriction set out in (b) above, any public school district or any person prejudiced by its violation; and
- (3) As to either or both of the restriction set out in (a) and (b) above, the United States of America, as plaintiff, and the America G.I. Forum, the League of United Latin American Citizens (LULAC), and the National Association for the Advancement of Colored People (NAACP), as intervenors, in U.S. v. Texas, Civil Action No. 5281, Tyler Division, U.S. District Court, Eastern District of Texas; reported in U.S. v. Texas, 321 F. Supp. 1043 (E.D. Tex. 1970); U.S. v. Texas, 330 F. Supp. 235 (E.D. Tex. 1971); aff'd with modifications sub. nom. U.S. v. State of Texas and J. W. Edgar, et al., 447 F2d 441 (5 Cir. 1971); stay den. sub. nom. Edgar v. U.S., 404 U.S. 1206 (1971); cert den. 404 U.S. 1016 (1972).

It is further covenanted that in case of violation of either or both of the above restrictions, any of the third party beneficiaries above alluded to is authorized and empowered to prosecute proceedings at law or in equity against any person, firm, partnership, corporation, trust, church, club, governmental body or other organization or entity whatever (whether private or governmental in nature), without limitation:

- (A) To enforce either or both of such restrictions relating to the use of the above-described realty;
- (B) To abate or prevent violations of either or both of such restrictions; and
- (C) To recover damages for a breach of either or both such restrictions.

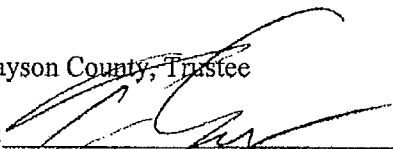
It is further covenanted, that is any third party beneficiary referred to above shall prosecute proceedings at law or in equity for the aforesaid purposes, such third party beneficiary may recover reasonable attorney's fees from the violator or violators of either or both of such restrictions, of the Court finds that the proceedings were necessary to bring about compliance therewith.

Taxes for the present year are to be paid by grantee(s) herein.

This deed is given expressly subject to any existing right of redemption remaining in the former owner of the property under the provisions of law and also subject to any recorded restrictive covenants running with the land, and valid easements of record as of the date of this sale, if such covenants or easements were recorded prior to January 1 of the year the tax lien(s) arose.

IN TESTIMONY WHEREOF the Sherman Independent School District, City of Sherman, County Education District, County of Grayson and Grayson County College, has caused these presents to be executed this 14 day of SEPTEMBER, 2005.

Grayson County, Trustee

By: 

Tim McGraw, County Judge

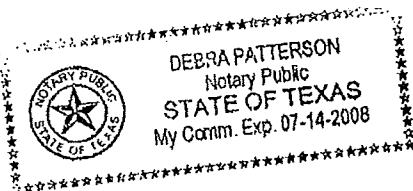
STATE OF TEXAS

X

COUNTY OF GRAYSON

X

This instrument was acknowledged before me on this 14 day of September, 2005, by Tim McGraw, Grayson County Judge.




Notary Public, State of Texas
Commission Expires: 7-14-2008

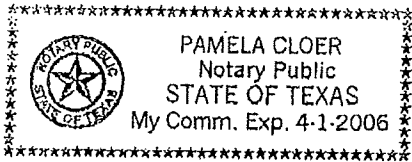
CITY OF SHERMAN

BY: William Lh
Bill Magers, Mayor

STATE OF TEXAS X

COUNTY OF GRAYSON X

This instrument was acknowledged before me on this 6th day of September, 2005, by Bill Magers, Mayor of the City of Sherman.



Pamela Cloer
Notary Public, State of Texas
Commission Expires: 04/01/2006

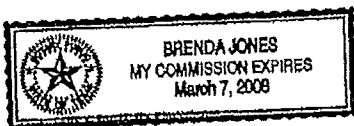
SHERMAN INDEPENDENT SCHOOL DISTRICT

BY: David Kennedy
David Kennedy, President

STATE OF TEXAS X

COUNTY OF GRAYSON X

This instrument was acknowledged before me on this 7th day of September, 2005, by David Kennedy, President of the Sherman Independent School District.



Brenda Jones
Notary Public, State of Texas
Commission Expires: 3/7/08

GRAYSON COUNTY JUNIOR COLLEGE

BY: *Alan J. Scheibmeir*
Dr. Alan J. Scheibmeir, President

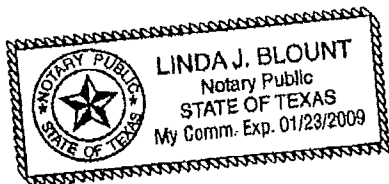
STATE OF TEXAS

X

COUNTY OF GRAYSON

X

This instrument was acknowledged before me on this 12th day of Sept,
2005, by Dr. Alan J. Scheibmeir, President of the Grayson County Junior College.



Linda J. Blount
Notary Public, State of Texas
Commission Expires: 1-23-09

After recording return to:

A. E. Smith
For Lynwilliams Inc.
P. O. Box 512
Whitesboro, Texas 76273

Bk	Vol	Ps
00028085	OR	3951 100

Filed for Record in:
Grayson County

On: Oct 25, 2005 at 10:48A

As a
Recordingss

Document Number: 00028085

Amount: 32.00

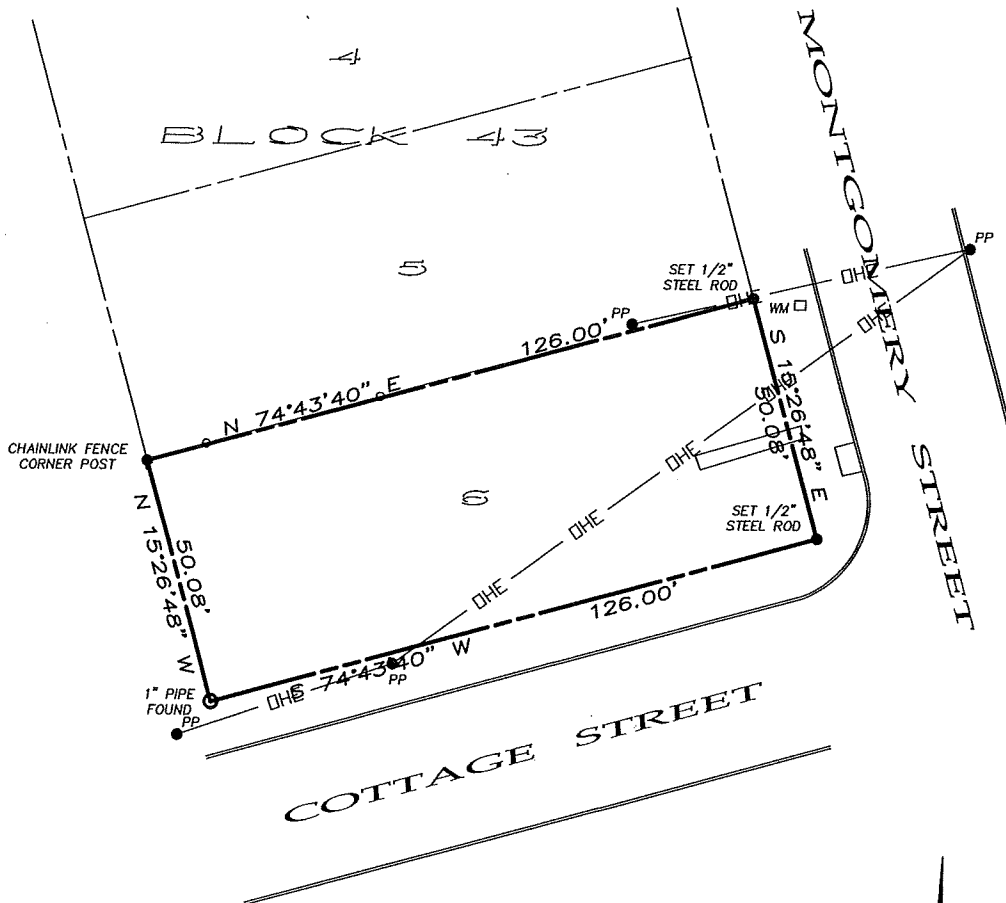
Receipt Number - 203955
By:
Crystal Swanson

I

STATE OF TEXAS COUNTY OF GRAYSON
I hereby certify that this instrument was
filed on the date and time stamped hereon by me
and was duly recorded in the volume and page
of the named records of:
Grayson County
as stamped hereon by me.

Oct 25, 2005

Wilma Blackshear Bush, County Clerk
Grayson County



SCALE
1" = 30'

This survey contains information that is proprietary to Underwood Drafting & Surveying, Inc. Its use or disclosure in whole or part without the express written permission of Underwood Drafting & Surveying, Inc. is prohibited.

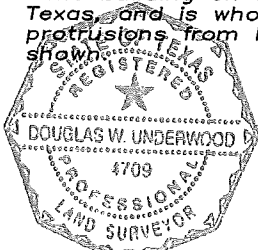
This survey is also unpublished work protected under the copyright laws of the United States of America. If this work becomes published, the following notice shall apply:

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Underwood Drafting & Surveying, Inc.
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~ BASIS OF BEARINGS ~
GRID NORTH, NAD 83
TEXAS STATE PLANE COORDINATE SYSTEM
NORTH CENTRAL ZONE

I, Douglas W. Underwood, Registered Professional Land Surveyor do hereby certify that on the 11th day of March, 2016, a survey was made on the ground of the property shown hereon, described as Lot 6, Block 43, of the C.C. Mayhew Plat and Extensions of Blocks 42 & 43, of the Southside Addition, an addition to the City of Sherman, Texas, as shown by plat of record in Volume 707, Page 391, of the Deed Records, Grayson County, Texas, and is correct, and that there are no discrepancies, conflicts, shortages in area, boundary line conflicts, encroachments, overlapping of improvements, easements or right-of-way, except as shown on the plat herewith, and that the plat herewith is a true, correct and accurate representation of the property legally described hereinabove.

The building on said lot is known as 2026 S. Montgomery, Sherman, Texas, and is wholly located on said lot; there are no encroachments or protrusions from buildings on adjoining lots or tracts of land except as shown.



UNDERWOOD
DRAFTING & SURVEYING

Douglas W. Underwood
Registered Professional
Land Surveyor No. 4709

3404 INTERURBAN ROAD DENISON, TEXAS 75021 (903)465-2151

CITY OF SHERMAN
RESIDENTIAL BUILDING PERMIT

SUBCONTRACTOR: HERIBERTO MUNOZ
GARCIA

PERMIT #: 160711

DATE ISSUED: 4/22/2016

PROJECT ADDRESS: 2026 S MONTGOMERY ST
PARCEL ID: 167106
SUBDIVISION: MAYHEW C C RPL & EXT S
SIDE

LOT #: 6
BLK #: 43
ZONE ORD:

ISSUED TO: HERIBERTO MUNOZ GARCIA
ADDRESS: 202 E WILSON AVE
CITY, ST ZIP: SHERMAN TX 75090-8950
PHONE:

CONTRACTOR: HERIBERTO MUNOZ GARCIA
ADDRESS: 202 E WILSON AVE
CITY, ST ZIP: SHERMAN TX 75090-8950
PHONE:

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

SQ FT: 1,486.00
BEDROOMS: 3

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

BATHROOMS: 2
STORIES: 1

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

NOTES:

NOTICE

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

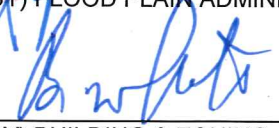
I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS DOCUMENT AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND ORDINANCES GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO VIOLATE OR CANCEL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


(SIGNATURE OF CONTRACTOR OR AUTHORIZED AGENT)

4/22/16
DATE


(APPROVED BY) FLOOD PLAIN ADMINISTRATOR


DATE


(APPROVED BY) BUILDING & ZONING

4/28/16
DATE

2026 S. Montgomery



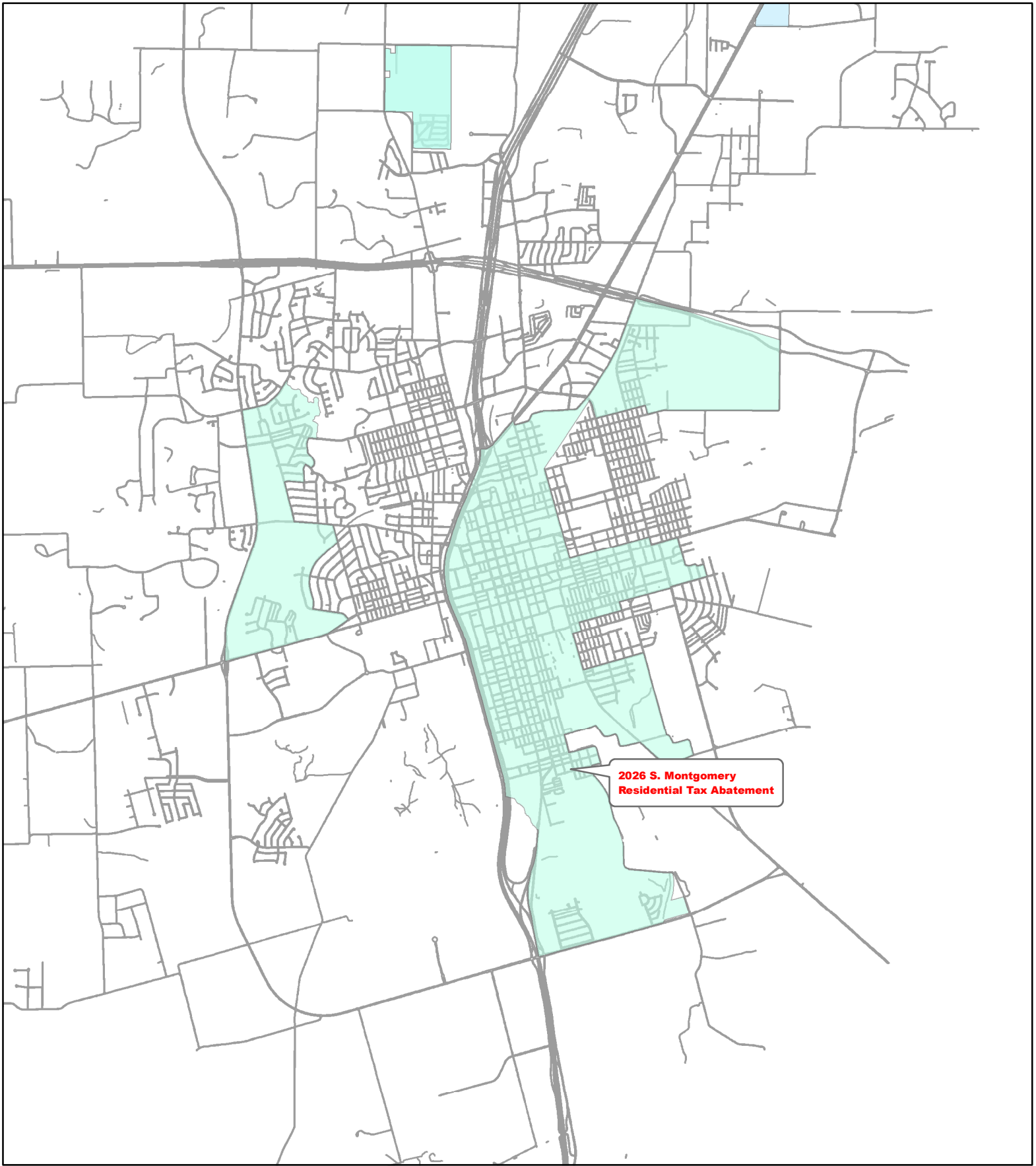


2026 S. Montgomery



1 in = 213 ft

City of Sherman, Texas
Developmental Services Department



City of Sherman, Texas
Developmental Services Department

2026 S. Montgomery Residential Tax Abatement



NOT TO SCALE
1 inch = 5,000 feet



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. E. 1.

Meeting Date: 05/16/2016

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

Approved By: Robby Hefton, City Manager

Caption:

CHANGE ORDER NO. 1

The Erosion Protection for Fallon Bridge and Kessler Boulevard Project; Ark Contracting Services, LLC; \$179,073.84 Increase

Issue:

To consider approval of a change order for the Erosion Protection for Fallon Bridge and Kessler Boulevard Project

Background:

Change Order No. 1 includes the cost for field changes made by Nathan D. Maier (Engineer). In February of this year, Ark Contracting encountered different soil conditions than what the original Geotechnical Report discovered. These changes will require an additional row of Gabions to be installed below the initial design. Later that month, an additional slope failure occurred near Pecan Street. The slope has been stabilized. Change Order No. 1 also includes the cost to backfill and secure the area from failing in the future. In March, Ark Contracting moved from Kessler Boulevard to the Fallon Bridge site. They have been working on and almost finished with this site work. Since that time, we have been coordinating with Nathan D. Maier and Ark Contracting to resolve the change in field conditions.

Origination:

Engineering Department

Financial Consideration:

The change order results in a \$179,073.84 increase in the contract amount, yielding a final contract price of \$950,319.84.

Staff Recommendation:

It is recommended that Change Order No. 1 for this project be approved.

Alternatives:

As may be directed by the City Council

Attachments

Contract Change Order No. 1

Field Change No. S-001

Field Change No. S-002

Site Map

**CITY OF SHERMAN
CONTRACT CHANGE ORDER**

Contract No. 2971

Date: May 16, 2016

Change Order No. 1

Project: Erosion Protection for
Fallon Bridge and Kessler Blvd.

Location: Sherman, Texas

To: (Contractor)

You are hereby requested to comply with the following changes from the contract plans and specifications:

Item Number	Description of Changes, Quantities Units, Unit Prices, change in completion schedule, etc.	Decrease in Contract Price	Increase in Contract Price
3	146.66 CY – 3' x 3' Gabion Wall @\$360.00/CY		\$52,797.60
8	24 EA – Tie-Back (1.25") (Gr75) @ \$1,300.00/EA		\$31,200.00
CO1	2,136.10 CY – Excavation @ \$14.39/CY		\$30,738.48
CO2	2,136.10 CY – Disposal (Trucking) @ \$9.55/CY		\$20,399.76
CO3	1,422.00 CY – Trucking City Furnished Material @ \$9.00/CY		\$12,798.00
CO4	516 CY – Granular Fill @ \$40.00/CY		\$20,640.00
C05	Water Control / Dewatering (Lump Sum)		\$10,500.00
Total			\$179,073.84

The sum of \$ **179,073.84** is hereby **added to** the total contact price, \$ 771,246.00 and the total adjusted contract price to date thereby is \$ **950,319.84**.

The time provided for completion in the contract is **unchanged**. This document shall become an amendment to the contract, and all provisions of the contract will apply hereto.

Accepted By: _____ Date: _____

Recommended By: _____ Date: _____
Public Works Director

Approved By: _____ Date: _____
City Manager

ARK CONTRACTING SERVICES, LLC

420 SOUTH DICK PRICE ROAD
KENNE DALE, TEXAS 76060
817.478.7400 OFFICE 817.478.7438 FAX

May 9, 2016

City of Sherman
220 W. Mulberry Street
Sherman, Texas 75090

Attn: Clint Philpott, P.E.
City Engineer

Re: Emergency Bank Stabilization at
Kessler Blvd. & Fallon Bridge

Kessler Blvd. Changed Condition
Field Change S-001 & S-002
Revised III Change Order Request

Dear Mr. Philpott, P.E.,

Pursuant to your request please find below our cost to perform Field Change No. S -001 (Plan STA 1+54-4.50) and Field Change No. S -002 (Plan STA 4+50-6+00). These field changes are in accordance with Nathan D. Maier Consulting Engineers, Inc. recommendations.

Our costs to perform the work caused by the changed site condition is as follows:

Additional Work Cost Breakdown

Description	<u>Quantity</u>	<u>Unit Price</u>	<u>Extension</u>
3'x 3' Gabions	146.66 CY	\$ 360.00/CY	\$52,797.60
Tieback Anchors	24.00 EA	\$ 1,300.00/EA	\$31,200.00
Excavation	2,136.10 CY	\$ 14.39/CY	\$30,738.48
Disposal (Trucking)	2,136.10 CY	\$ 9.55/CY	\$20,399.76
Trucking City Furnished Material	1,422.00 CY	\$ 9.00/CY	\$12,798.00
Granular Fill	516 CY	\$ 40.00/CY	\$20,640.00
Water Control/Dewatering	1.00 LS	\$10,500.00/LS	<u>\$10,500.00</u>
Total Change Order No. 1			\$179,073.84

Notes:

1. Disposal (Trucking) is based upon hauling excavated materials to the City's crushed concrete facility. ACS will provide a Rubber Tire Loader to push up and consolidate earth materials in manageable stockpiles. The unit price is based upon 18 cubic loose yard loads.
2. Trucking City Furnished Materials is based upon ACS providing a Rubber Tire Loader at the City's crushed concrete facility to load trucks. The unit price is based upon 25 ton trucks.
3. Water Control/Dewatering/Lost Time is based upon field cost with no consideration of overhead and profit.
4. If City loads and furnishes trucks to deliver City furnished materials deduct \$ 12,798.00 approximately 94 loads (25 ton/loads).
5. If City hall's excavated materials to City's crushed concrete facility deduct \$9.55/CY (\$20,399.76) approximately 144 lose yard loads (20 CY/loads).

Please process and approve this Change Order due to the changed condition at this site. If you have any questions please do hesitate to contact me.

Sincerely,

Mark North
Vice President
Ark Contracting Services, LLC

Field Change

No. S -001

Date of Issuance: 02/23/2016

Effective Date: 02/23/2016

Project: **Emergency Slope
Stabilization for Kessler Blvd.**

Owner: **City of Sherman**

Contractor's Contract No.:

Contractor: **ARK Contracting Services, LLC**

Engineer's Project No.:
15-027

Attention:

You are hereby directed to promptly execute this Field Change for changes in the Work.

Change in Contract Price: ☐ No / ☒ Yes, please submit Change Order Request

Change in Contract Time: ☒ No / ☐ Yes, please submit Change Order Request

Reference: NA

(Specification Section(s))

Sheet 24 and 25 (Tieback anchor table
only)

(Drawing(s) / Detail(s))

Description:

Revise the tieback pattern and gabion wall height per the modified details attached.

Attachments:

S-001

Owner Approval:

Date:

Engineer/Architect Approval:

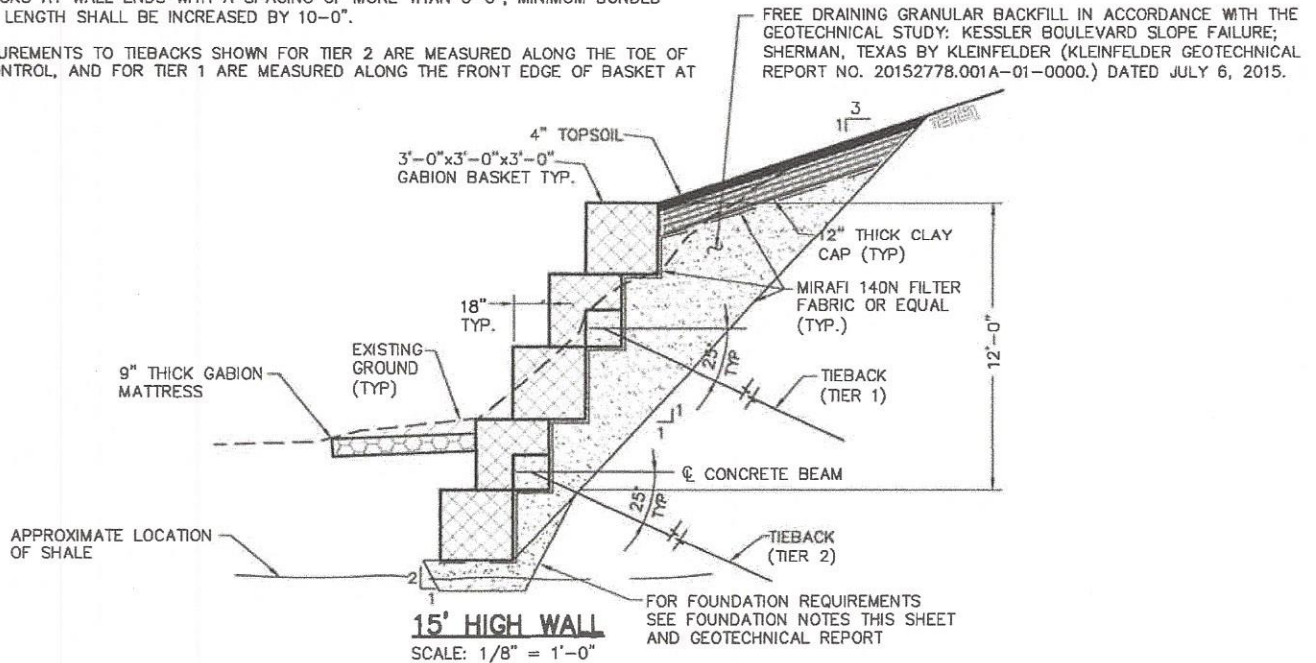
Date: 2016-02-23

Receipt Acknowledged by Contractor:

Date:

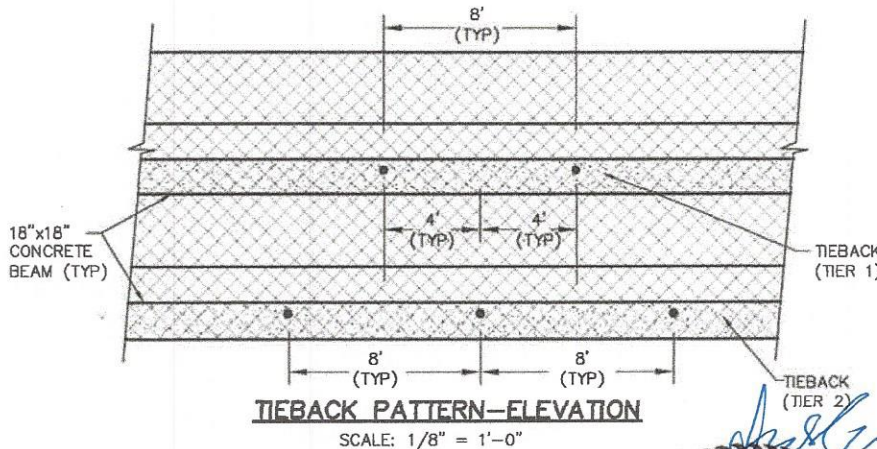
GABION WALL NOTES:

1. TIEBACKS SHALL BE PLACED RADIALLY TO THE TOE OF WALL CONTROL AND AS SHOWN HEREIN.
2. TIEBACKS AT WALL ENDS THAT ARE NOTED TO BE PLACED AT 30', MINIMUM BONDED TIEBACK LENGTH SHALL BE INCREASED BY 5'-0".
3. TIEBACKS AT WALL ENDS WITH A SPACING OF MORE THAN 8'-0", MINIMUM BONDED TIEBACK LENGTH SHALL BE INCREASED BY 10'-0".
4. MEASUREMENTS TO TIEBACKS SHOWN FOR TIER 2 ARE MEASURED ALONG THE TOE OF WALL CONTROL, AND FOR TIER 1 ARE MEASURED ALONG THE FRONT EDGE OF BASKET AT TIER 1.



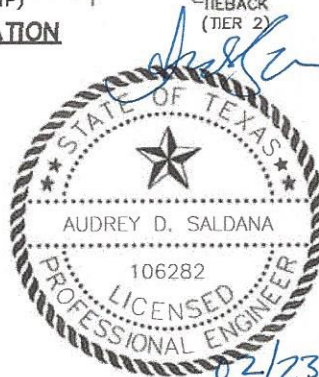
FOUNDATION NOTES:

1. GABION BASKET SHALL BE FOUNDED ON SHALE.
2. IF CLAY IS ENCOUNTERED AT PROPOSED FOUNDATION LOCATION, THE CLAY MATERIAL SHALL BE OVER-EXCAVATED AND REPLACED WITH COMPACTED ROCK FILL MATERIAL. SEE GEOTECHNICAL REPORT FOR FURTHER REQUIREMENTS.
3. ANY AREAS ALONG THE WALL BELOW THE GABION BASKET THAT ARE WET OR SOFT SHALL BE UNDER CUT AND REPLACED WITH CRUSHED STONE IN ORDER TO PROVIDE A STABLE BEARING SURFACE.
4. ALL MATERIAL AND COMPACTION REQUIREMENTS SHALL BE IN ACCORDANCE WITH SECTION 5 OF THE GEOTECHNICAL STUDY FOR THIS PROJECT.



TIEBACK ANCHORS		
	TIER	15' WALL
UNBONDED LENGTH (FT)	1	16
	2	13
MIN. BONDED LENGTH (FT)	1	30
	2	22
MIN. TOTAL TIEBACK LENGTH (FT)	1	46
	2	35
MAX. TIEBACK SPACING (FT)	1	8
	2	8

NOTE: ALL TIEBACKS WILL BE 1 1/4" Ø GR75



NATHAN D. MAIER
CONSULTING ENGINEERS, INC.
TBPE NO.: F-356 / TBPLS NO.: 100189-00

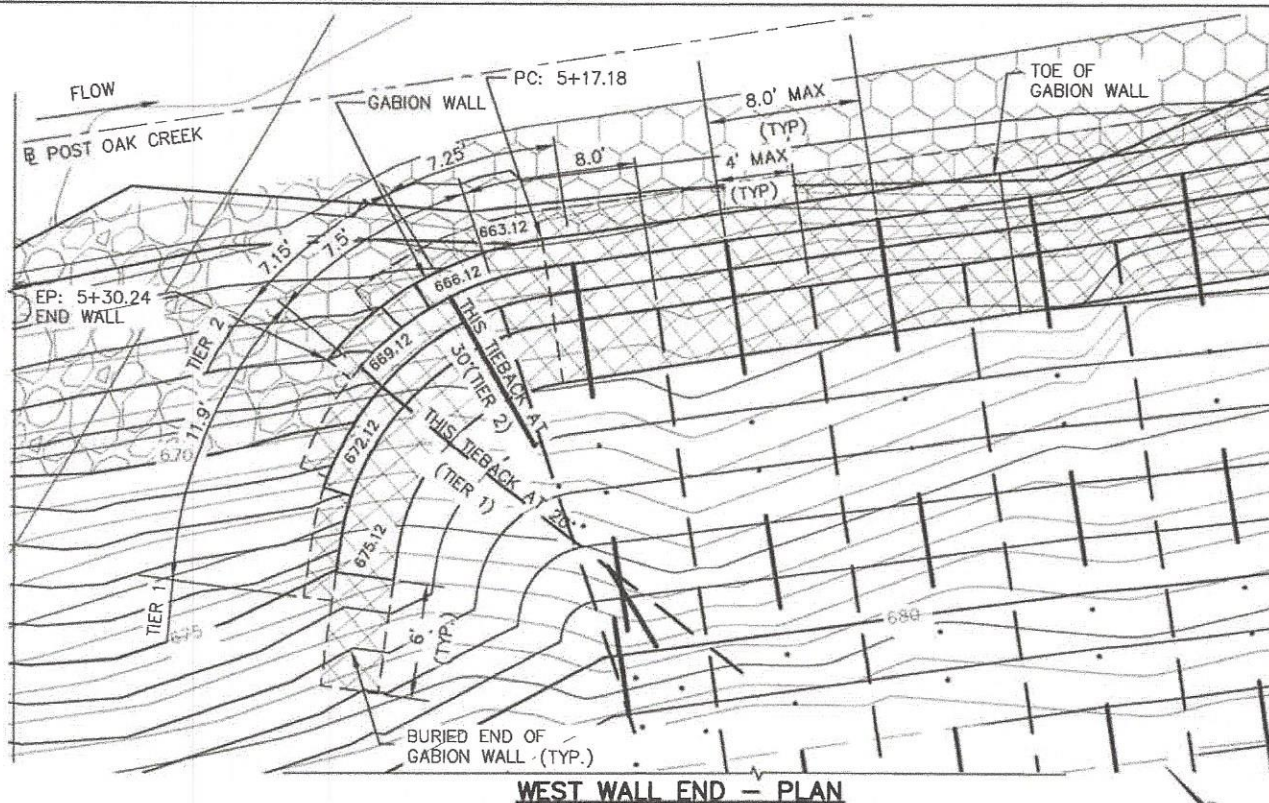
Two Park Lane Place / 8080 Park Lane / Suite 600
Dallas, Texas 75231 / (214) 739-4741

FIELD CHANGE S-01
EMERGENCY SLOPE STABILIZATION
FOR KESSLER BLVD
CITY OF SHERMAN PUBLIC WORKS AND ENGINEERING
CITY OF SHERMAN, TEXAS

SHEET NO.

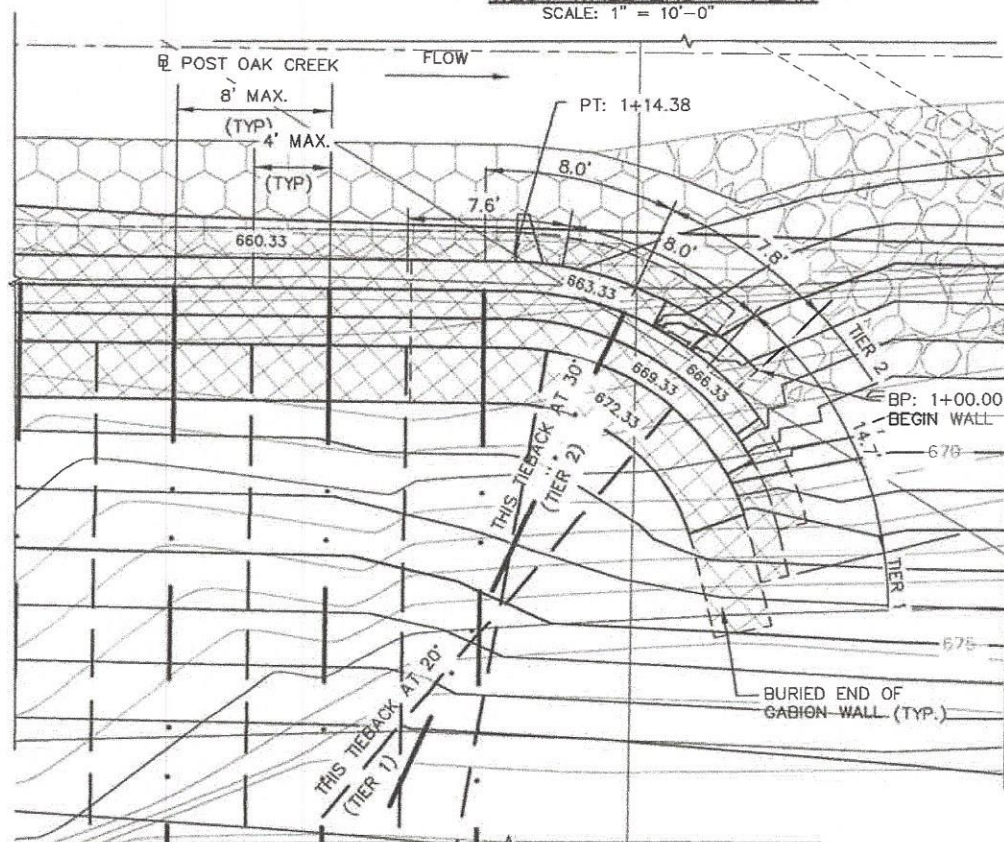
1
2

DESIGN	DRAWN	SCALE	DATE	FILE NAME	JOB NUMBER
WLW	NDM	AS SHOWN	02-2016	F.C. S-01	15-05-027



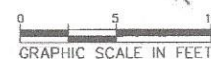
WEST WALL END - PLAN

SCALE: 1" = 10'-0"



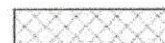
EAST WALL END - PLAN

SCALE: 1" = 10'-0"



GRAPHIC SCALE IN FEET

LEGEND



PROPOSED GABION WALL



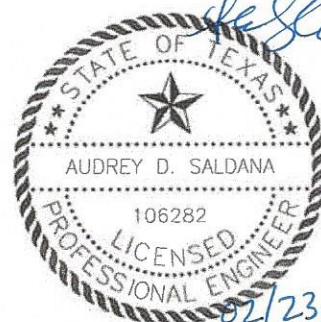
PROPOSED GABION
MATTRESS



PROPOSED TRANSITIONAL
ROCK RIPRAP

TIER 2 TIEBACKS

- TIER 1 TIEBACKS



AUDREY D. SALDANA

106282

LICENSE

STONAL E

02/23/16



NATHAN D. MAIER
CONSULTING ENGINEERS, INC.

TBPE NO.: F-356 / TBPLS NO.: 100189-00

TBPE NO.: F-356 / TBPLS NO.: 100189-00

FIELD CHANGE S-01

EMERGENCY SLOPE STABILIZATION
FOR KESSLER BLVD

FOR KESSLER BLVD

CITY OF SHERMAN PUBLIC WORKS AND ENGINEERING
CITY OF SHERMAN, TEXAS

CITY OF SHERMAN, TEXAS

SHEET NO.

2

2

Two Park Lane Place / 8080 Park Lane / Suite 600
Dallas, Texas 75231 / (214) 739-4741

Dallas, Texas 75231 / (214) 739-4741

DESIGN

DRAWN

SCALE

DATE _____

FILE NAME

JOB NUMBER

WL

NDM

AS SHOWN

02-2016

F.C. S-01

15-05-027

Field Change

No. S -002

Date of Issuance: 03/24/2016

Effective Date: 03/24/2016

Project: **Emergency Slope
Stabilization for Kessler Blvd.**

Owner: **City of Sherman**

Contractor's Contract No.:

Contractor: **ARK Contracting Services, LLC**

Engineer's Project No.:
15-027

Attention:

You are hereby directed to promptly execute this Field Change for changes in the Work.

Change in Contract Price: X No / Yes, please submit Change Order Request

Change in Contract Time: X No / Yes, please submit Change Order Request

Reference: Sections 02378 and 03420

Field Change S-001

(Specification Section(s))

(Drawing(s) / Detail(s))

Description:

Revise the 15' High Wall Section Detail per the modified details attached for the proposed gabion wall from station 4+50 to 6+00. Tieback anchors shall be installed in accordance to the contract documents and where modified by Field Change S-001.

Attachments:

S-02

Owner Approval:

Engineer/Architect Approval:

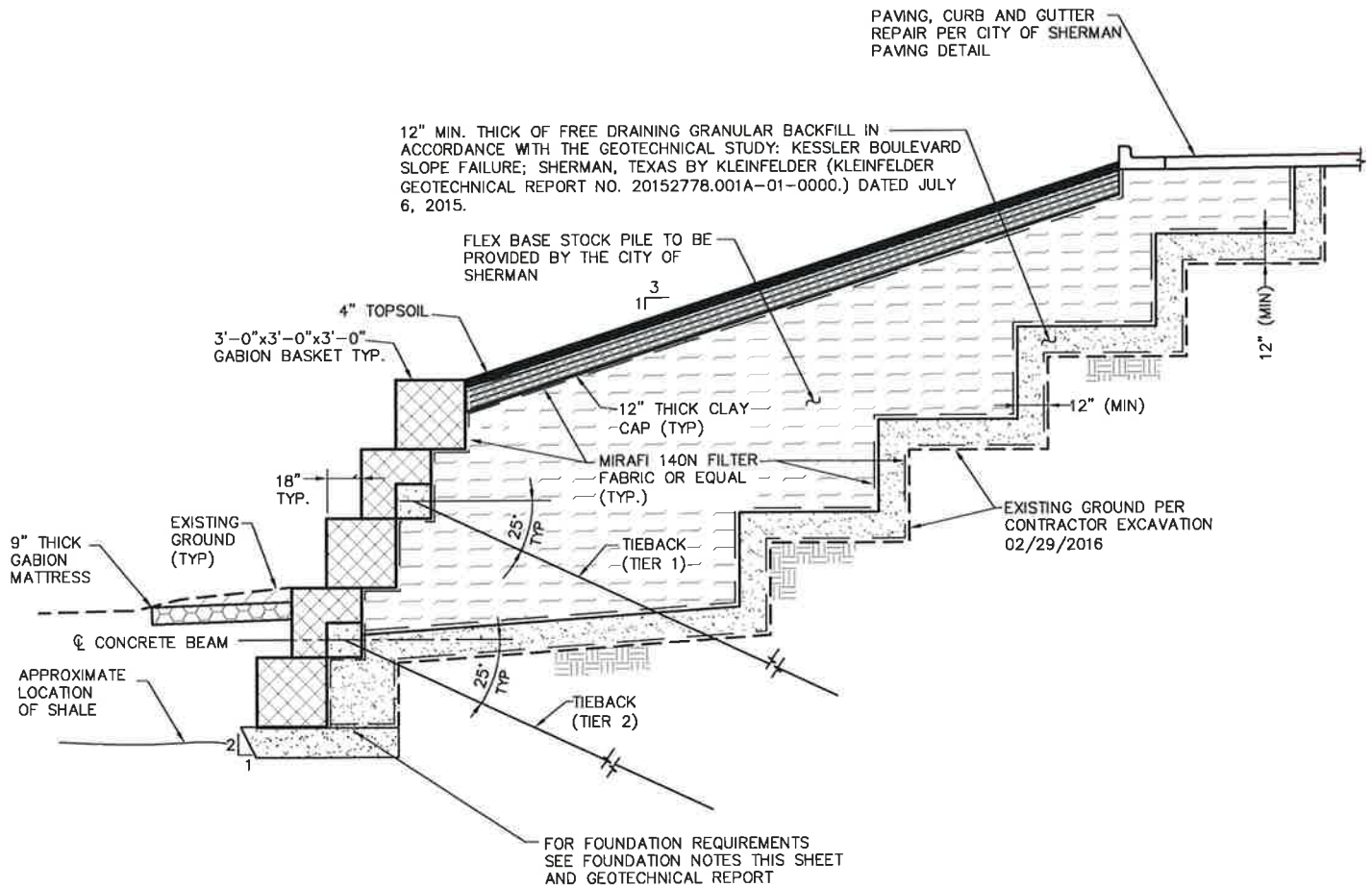
Date:

Date: 2016-03-24



Receipt Acknowledged by Contractor:

Date:



15' HIGH WALL STA. 4+50 TO 6+00

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

FOUNDATION NOTES:

- GABION BASKET SHALL BE FOUNDED ON SHALE.
- IF CLAY IS ENCOUNTERED AT PROPOSED FOUNDATION LOCATION, THE CLAY MATERIAL SHALL BE OVER-EXCAVATED AND REPLACED WITH COMPACTED ROCK FILL MATERIAL. SEE GEOTECHNICAL REPORT FOR FURTHER REQUIREMENTS.
- ANY AREAS ALONG THE WALL BELOW THE GABION BASKET THAT ARE WET OR SOFT SHALL BE UNDER CUT AND REPLACED WITH CRUSHED STONE IN ORDER TO PROVIDE A STABLE BEARING SURFACE.
- ALL MATERIAL AND COMPACTION REQUIREMENTS SHALL BE IN ACCORDANCE WITH SECTION 5 OF THE GEOTECHNICAL STUDY FOR THIS PROJECT.



NATHAN D. MAIER
CONSULTING ENGINEERS, INC.
TBPE NO.: F-356 / TBPLS NO.: 100189-00

Two Park Lane Place / 8080 Park Lane / Suite 600
Dallas, Texas 75231 / (214) 739-4741

FIELD CHANGE S-02

EMERGENCY SLOPE STABILIZATION
FOR KESSLER BLVD
CITY OF SHERMAN PUBLIC WORKS AND ENGINEERING
CITY OF SHERMAN, TEXAS

SHEET NO.

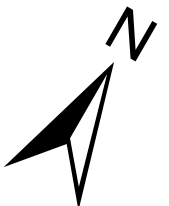
1
1

DESIGN	DRAWN	SCALE	DATE	FILE NAME	JOB NUMBER
WLW	NDM	AS SHOWN	03-2016	F.C. S-02	15-05-027



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

1 in = 100 ft





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. F. 1.

Meeting Date: 05/16/2016

Prepared By: Otis Henry, Police Chief

Approved By: Robby Hefton, City Manager

Caption:

OTHER BUSINESS

Receive the Sherman Police Department's Presentation on a Cooperative Public Service Announcement Program with Grayson College

Issue:

Police Chief Otis Henry will introduce Dr. Brandy Fair and Sgt. D.M. Hampton, who will provide a brief presentation on the Police Department's cooperative public service announcement program with Grayson College.

Background:

For the last two years, the Sherman Police Department has worked with Dr. Brandy Fair, the Chair and Fine Arts Honors College Coordinator at Grayson College. This year, working with her students in the Honors Business and Professional Communication course, the group created and produced several poignant public service announcements on a variety of issues that promote safety awareness within the community.

Origination:

Police Department

Financial Consideration:

There is no financial impact for this agenda item.

Staff Recommendation:

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



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. F. 2.

Meeting Date: 05/16/2016

Prepared By: Steve Ayers, Director of Community and Support Services

Approved By: Robby Hefton, City Manager

Caption:

OTHER BUSINESS

Consider Request of the 2016 Neighborhood Recreational Committee to Temporarily Close Certain Streets for the Annual "Juneteenth Celebration" on Saturday, June 18, 2016

Issue:

Council approval is requested for the street closures and use of City facilities and services to facilitate the annual "Juneteenth Celebration" on Saturday, June 18, 2016 from 10:00 a.m. - 6:00 p.m. A request has been made to close the streets around the Municipal Building and to provide additional solid waste containers and barricades.

Background:

In past years, the "Juneteenth Celebration" was held at Martin Luther King, Jr. Park. The Neighborhood Recreational Committee has reserved the Oliver Dewey Mayor Outdoor Theater and Lucy Kidd-Key Park for this year's event.

Origination:

Tracey Ross, President of the Neighborhood Recreational Committee

Financial Consideration:

Lucy Kidd-Key Park and the Gazebo have been reserved. Labor and equipment to drop-off/pick-up barricades and solid waste containers will be required. Assistance from Building Maintenance will be needed at start up for electrical/water connection of vendor booths and amusement activities.

Staff Recommendation:

It is recommended that the City Council approve the request to utilize the Municipal Building grounds and City services to host this annual event.

Alternatives:

As directed by Council

Attachments

Juneteenth Request Letter
Juneteenth Grounds Map

Neighborhood Recreational Committee
P.O. Box
Sherman, Texas 75091
"Helping the Community Move Forward"

April 7th, 2016

City of Sherman
Attn: Steve Ayers
220 W. Mulberry
Sherman, Texas 75090

Steve Ayers

The Neighborhood Recreational Committee will be hosting the annual Juneteenth Celebration on June 18th, 2016, at The Lucy Kidd – Key Park , located at 405 Rusk St.

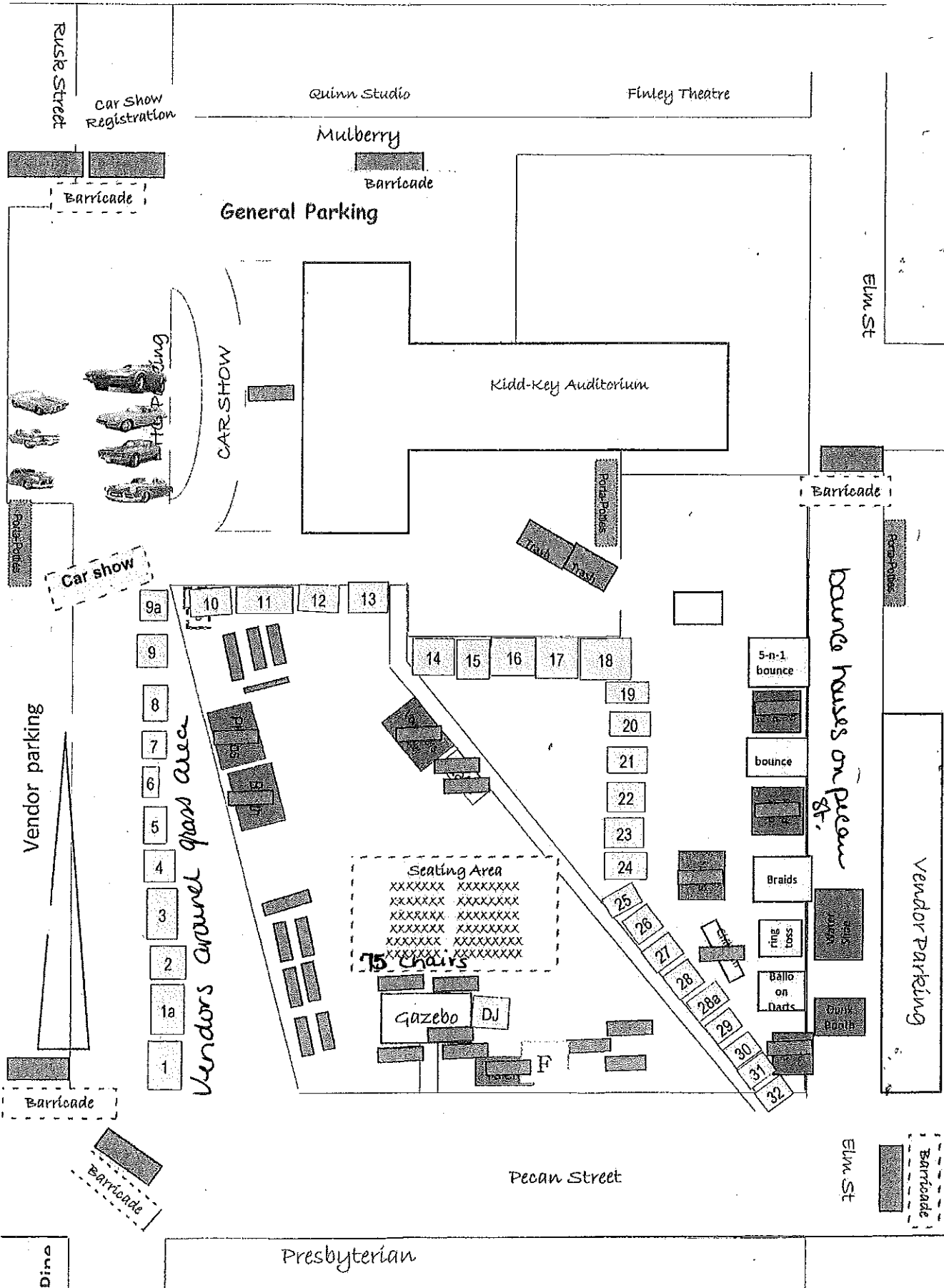
We would like to request road barricade for Pecan, Elm, Mulberry, & Rusk Streets.
All activities will be occurring on these streets.

If any additional information is needed, please contact Tracey Ross at 903-819-4977.
Thank you in advance for your support of The Juneteenth Celebration

Sincerely,
Tracey Ross- President

Juneteenth Celebration 2016

Washington





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. F. 3.

Meeting Date: 05/16/2016

Prepared By: Scott Shadden, Director of Developmental Services

Approved By: Robby Hefton, City Manager

Caption:

*** OTHER BUSINESS**

Final Plat Approval of Debbie's Addition, being 0.58 acres in the J.B. McAnair Survey, Abstract No. 763; Steven Jordan, Owner; Debbie Hudnall, Representative; and Sartin and Associates, Inc., Surveyor (917 North Travis Street)

Issue:

To consider Final Plat approval of Debbie's Addition, being 0.58 acres in the J.B. McAnair Survey, Abstract No. 763, located at 917 North Travis Street

Background:

The property is located at 917 North Travis Street; the northeast corner of Travis and Piner Evans. An exception was granted in 1969 to allow the canopy closer than 25' to the front property line. The property has never been platted; and the owner would like to plat the property into one lot for commercial development.

Origination:

Steven Jordan (Owner)

Debbie Hudnall (Representative)

Sartin and Associates (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the April 19, 2016 regular meeting, the Planning & Zoning Board voted unanimously to recommend to the City Council that the Final Plat be approved subject to the Staff Review Letter.

Alternatives:

None

Attachments

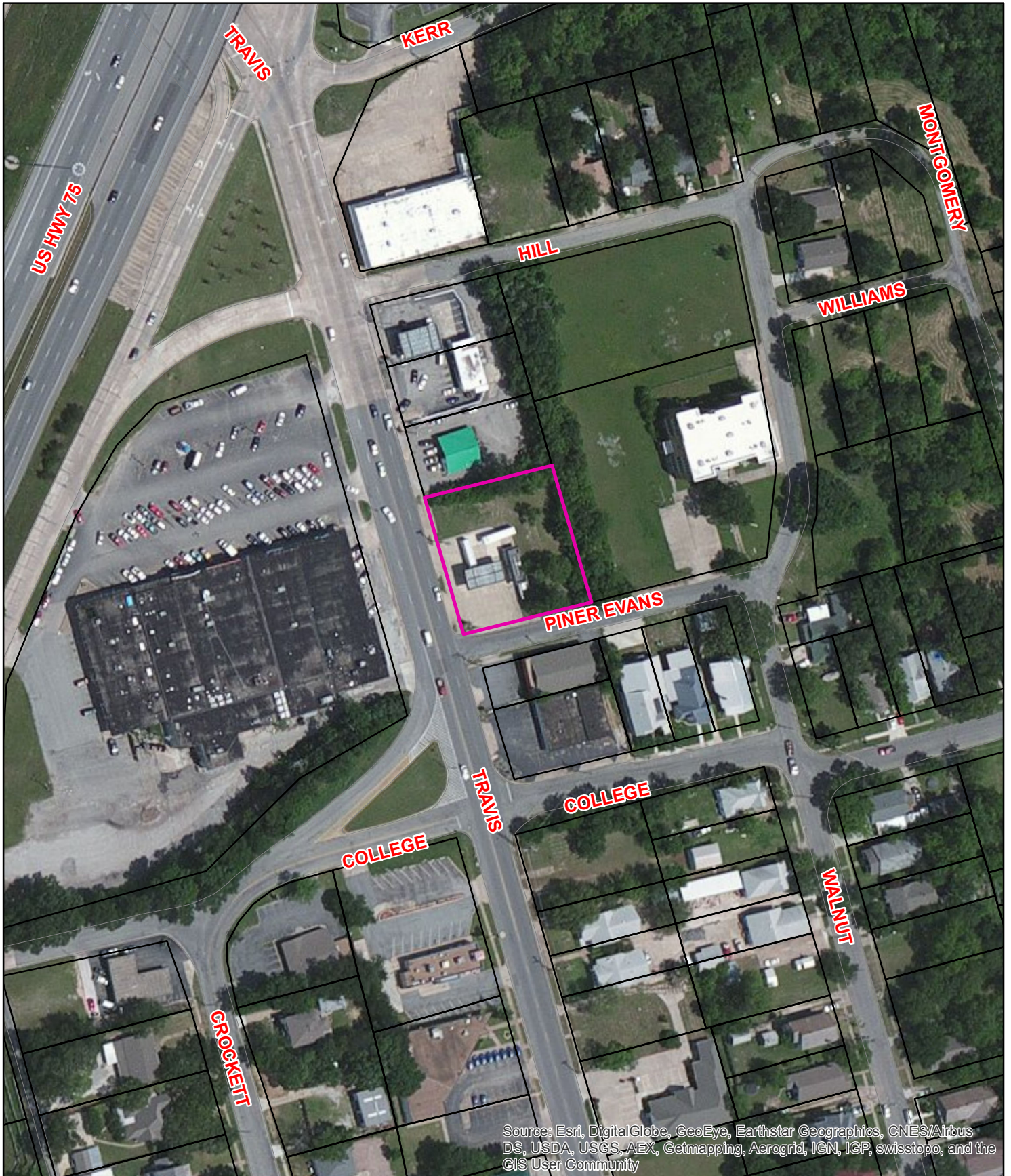
Location Map

Zoning Map

Final Plat

Staff Review Letter

P&Z Communication



Sherman
CLASSIC TOWN. BROAD HORIZON.

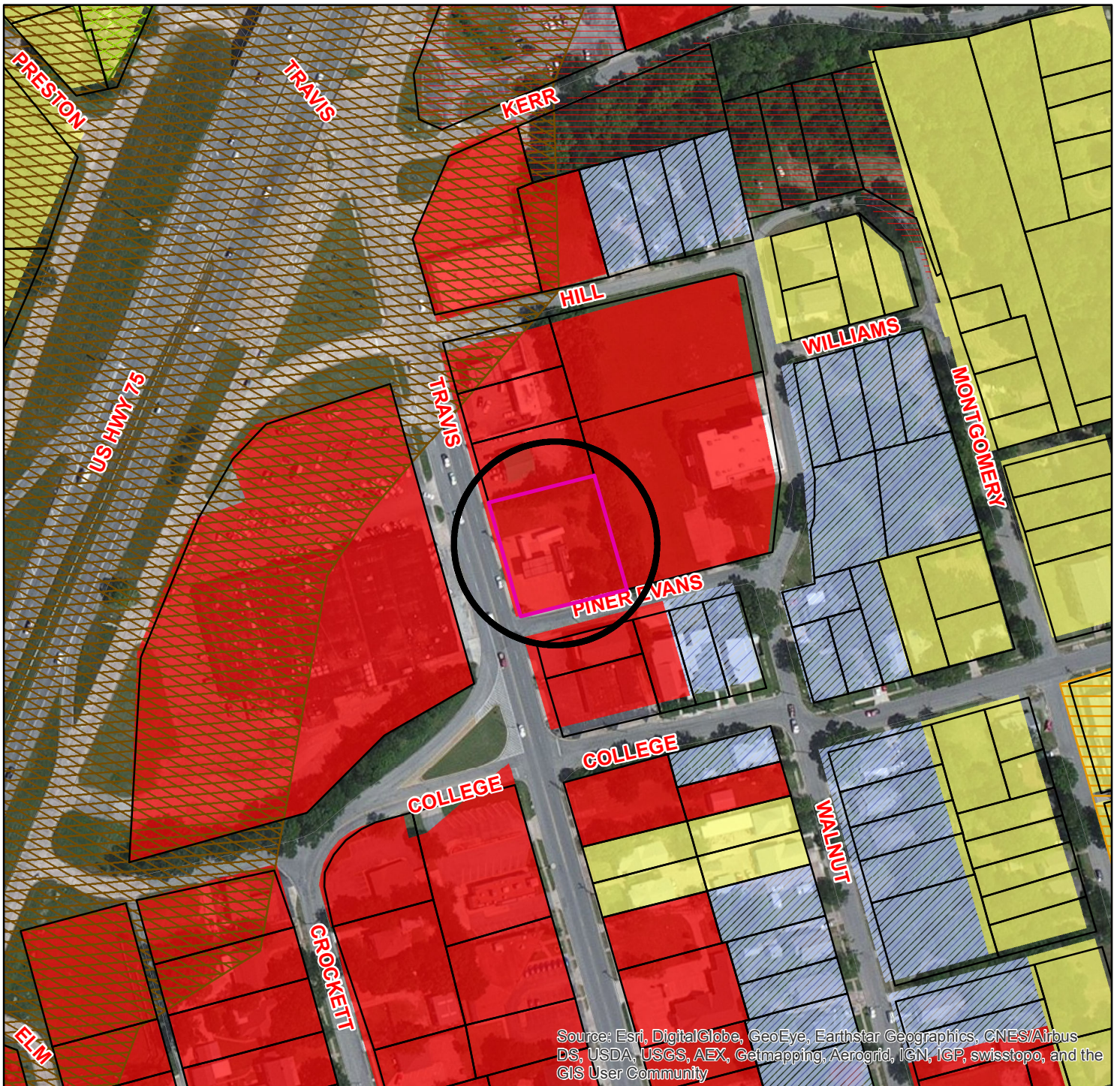
City of Sherman, Texas
Developmental Services Department

917 N. Travis



NOT TO SCALE

1 in = 150 ft



Zoning - 917 N. Travis Street

Legend

Transportation Corridors Overlay

HWY_NAME

- FM 1417
- Sam Rayburn Freeway
- US Hwy 82 and 75

Special Districts Overlay

DISTRICT_NAME

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

ZONING PARCELS

Zoning Classification

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

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

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Developmental Services Department



NOT TO SCALE

1 in = 200 ft

STAFF REVIEW LETTER

April 12, 2016

Steve Jordan
PO Box 98
Ardmore, OK 73402

Debbie Hudnall
100 W. Belden
Sherman, Texas 75092

Dear Applicants,

The request for approval of the Final Plat of Debbie's Addition has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, April 19, 2016 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

1. Letters from the various utility providers are required verifying availability of service and when service will be available.
2. Original tax certificates shall be furnished for the purpose of recording the plat.
3. Drive approaches and sidewalks shall conform to City of Sherman standards and a permit is required from City of Sherman Engineering Department.
4. The width of the right-of-way and pavement for street shall be shown on the plat.
5. Field notes must match call outs on plat.
6. Show Volume and Page of existing utility easement along existing sewer line.
7. Proposed utility easement encroaches into existing building.
8. Dedicate 10' utility easement along perimeter of lot.
9. Show Right-of-Way monuments across Piner Evans and Travis.
10. Any other changes made to the plat prior to the final fulfillment of the conditions of the staff review, must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

The Board will not consider a request unless it has representation. You are hereby notified to be present, either in person or by a legally authorized representative to present your case on the date and time stated above.

If additional information or clarification is needed, do not hesitate to contact Clint Philpott, at 903-892-7327 prior to the meeting.

Respectfully,



Clint A. Philpott,
City Engineer

cc:	Robby Hefton, City Manager	Scott Shadden, Director of Development Services
	Brandon Shelby, City Attorney	Mark Gibson, Director of Utilities
	Danny Fuller, Fire Marshal	Don Keene, Asst. City Manager
	Steve Ayers, Dir. Of Community and Support Services	Clay Barnett, Director of Public Works and Eng.
	Sartin & Associates Surveying, 109 S. Travis, Sherman, Texas 75091	



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

Agenda Item No. 9.

Meeting Date: 04/19/2016

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

Joe Gilbert, Chairman

Kyle Patterson, Vice-Chairman

Sam Thorpe, Commissioner

Eric Elliott, Commissioner

Chris Vellotti, Commissioner

Sean Vanderveer, Commissioner

Shawn Davis, Commissioner

Jeff Adams, Commissioner

Clay Mahone, Commissioner

Requested Action/Proposed Use:

*** 917 N TRAVIS STREET**

The request of Steven Jordan (Owner), Debbie Hudnall (Representative) and Sartin and Associates (Surveyor) concerning the property located at 917 North Travis Street, being 0.58 acres in the J.B. McAnair Survey, Abstract No. 763, as follows:

Planning and Zoning Commission

Preliminary and Final Plat approval of Debbie's Addition.

Background:

The property is located at 917 North Travis Street; the northeast corner of Travis and Piner Evans. An exception was granted in 1969 to allow the canopy closer than 25' to the front property line. The property has never been platted and the owner would like to plat the property into one lot for commercial development.

Adjacent Zoning:

C-1 (Retail Business) District

Origination:

Steven Jordan (Owner)

Debbie Hudnall (Representative)

Sartin and Associates (Surveyor)

Master Plan Designation:

Urban/Downtown – Buildings are two to five stories and are built right up to the sidewalk, creating a sense of enclosure. Sidewalks provide pedestrian access and streetscape amenities. Parking is available along the street or in small parking lots in the rear of the buildings.

Number of notices mailed:

Not required.

Objections Received:

0

Attachments

Location Map

Zoning Map

Preliminary Plat

Final Plat

Staff Review Letter



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. F. 4.

Meeting Date: 05/16/2016

Prepared By: Scott Shadden, Director of Developmental Services

Approved By: Robby Hefton, City Manager

Caption:

*** OTHER BUSINESS**

Final Plat Approval of Jaramillo Addition, being 2.787 acres in the G.B. Pilant Survey, Abstract No. 963; Angel Jaramillo and Martha Lopez, Owners; and Cox Land Surveying Company, Surveyor (1021 East Lake Street)

Issue:

To consider Final Plat approval of Jaramillo Addition, being 2.787 acres in the G.B. Pilant Survey, Abstract No. 963, located at 1021 East Lake Street

Background:

The property is located at 1021 East Lake Street between First and Gribble Streets. The owners would like to plat the property into two lots for residential development.

Origination:

Angel Jaramillo and Martha Lopez (Owners)
Cox Land Surveying Company (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the April 19, 2016 regular meeting, the Planning & Zoning Board voted unanimously to recommend to the City Council that the Final Plat be approved subject to the Staff Review Letter.

Alternatives:

None

Attachments

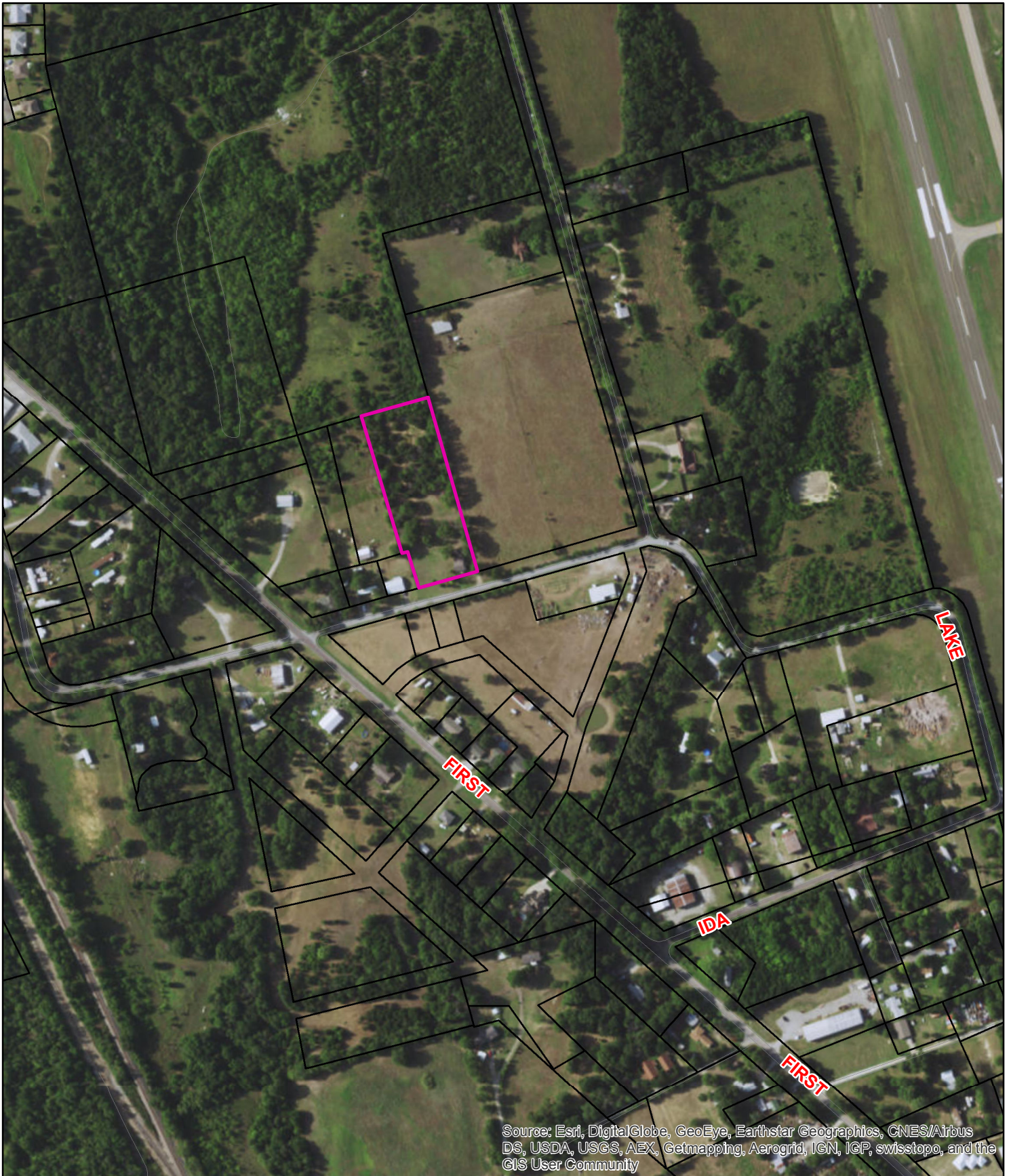
Location Map

Zoning Map

Final Plat

Staff Review Letter

P&Z Communication



Sherman
CLASSIC TOWN. BROAD HORIZON.

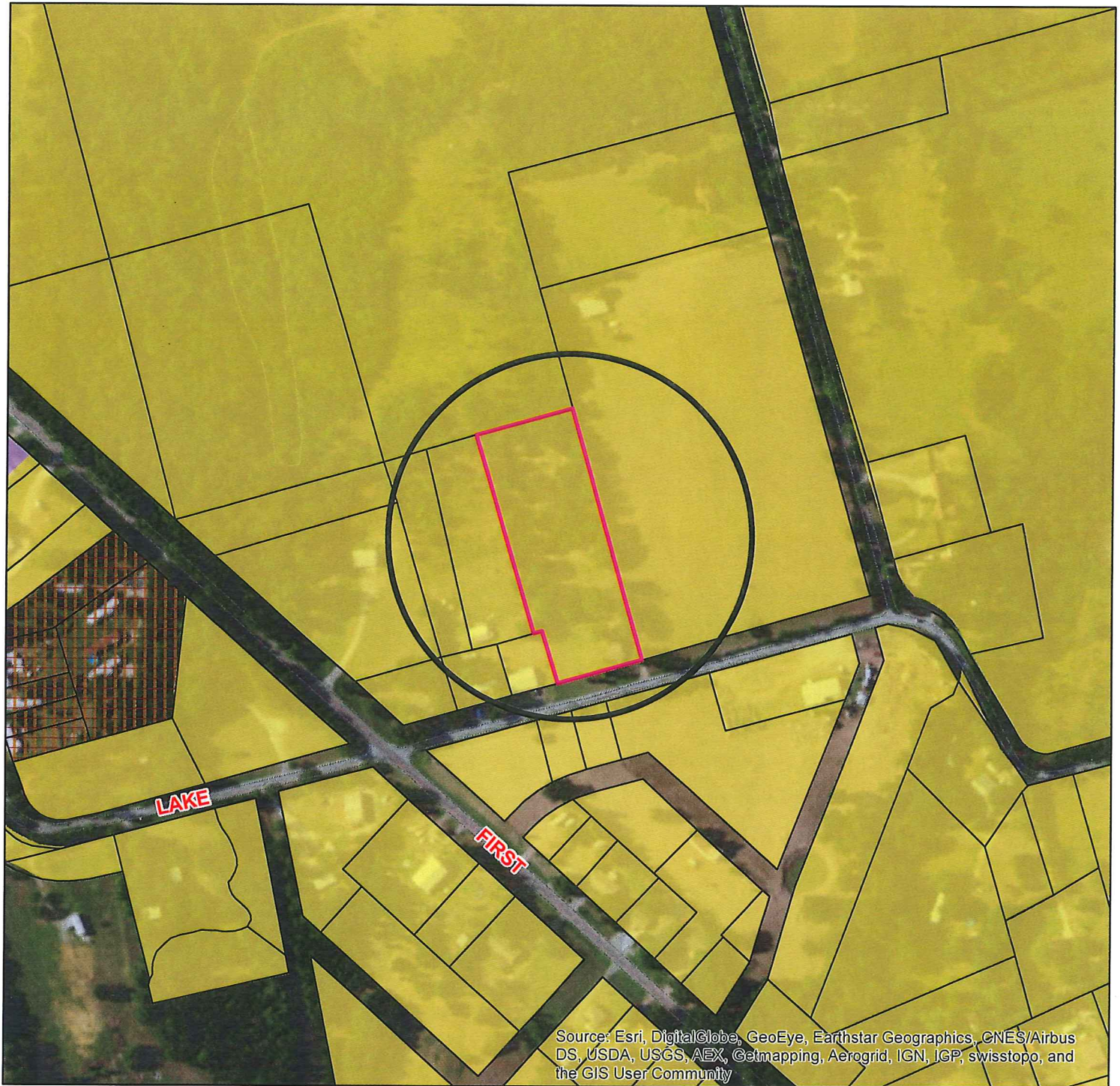
City of Sherman, Texas
Developmental Services Department

1021 E. Lake



NOT TO SCALE

1 in = 391 ft



Zoning - 1021 E. Lake Street

Legend

Transportation Corridors Overlay

HWY_NAME

- FM 1417
- Sam Rayburn Freeway
- US Hwy 82 and 75

Special Districts Overlay

DISTRICT_NAME

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

ZONING PARCELS

Zoning Classification

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

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

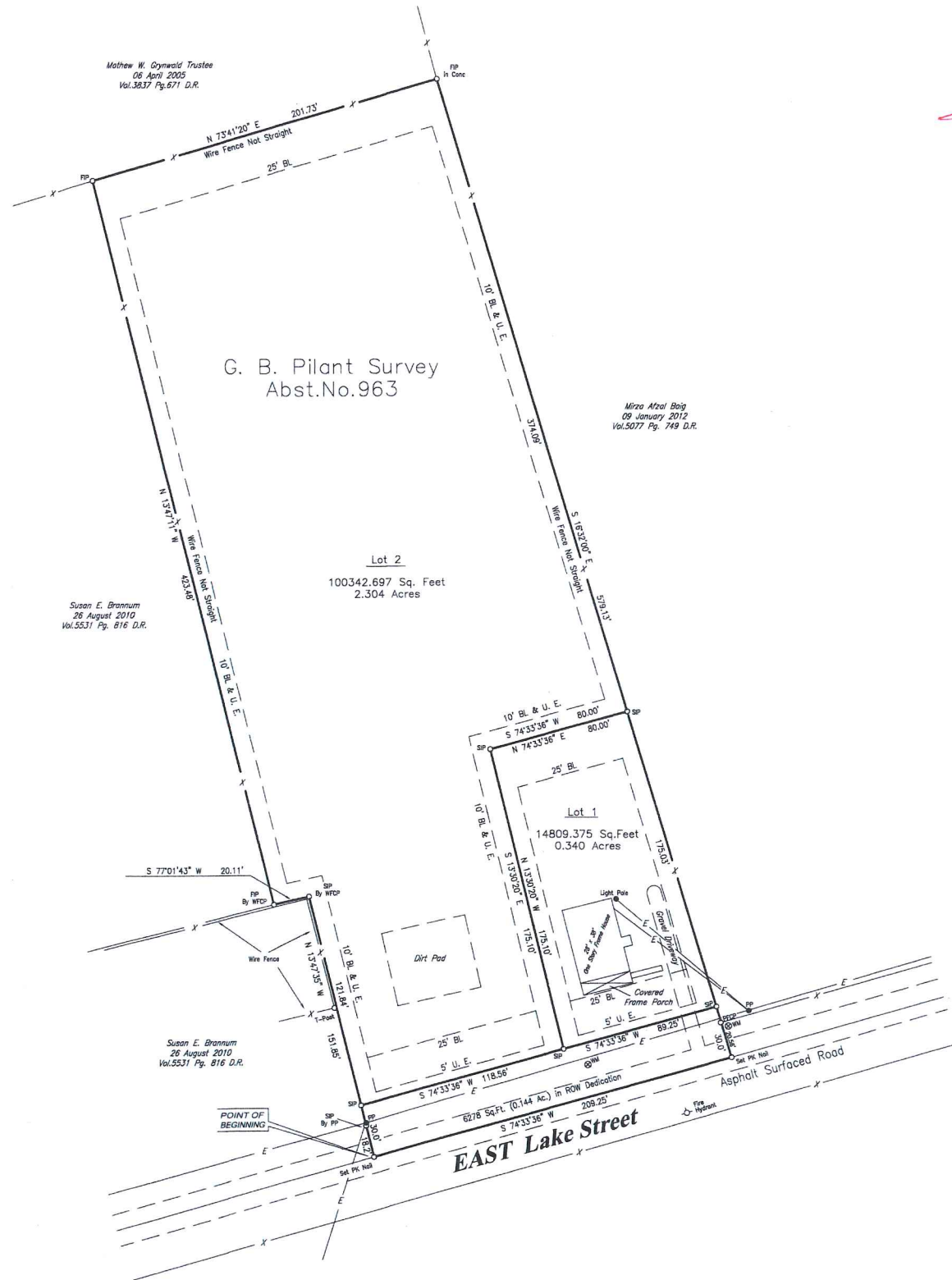
Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Developmental Services Department



NOT TO SCALE

1 in = 300 ft



SURVEYORS CERTIFICATION

KNOW ALL MEN BY THESE PRESENTS:
THAT I, Don K. Cox, Registered Professional Land Surveyor Number 4577, do hereby certify that this plat was prepared from an actual survey of the land described hereon, and that the corner monuments shown hereon were found or placed under my supervision in accordance with the ordinances of the City of Sherman, Texas.

14 March 2016

Don K. Cox, Texas Registered
Professional Land Surveyor
Number 4577



CERTIFICATE OF APPROVAL

Approved this _____ day of _____, 2016, by the City Planning

and Zoning Commission of the City of Sherman, Texas.

Chairman

Secretary

ACCEPTED BY THE CITY COUNCIL OF THE CITY OF SHERMAN:

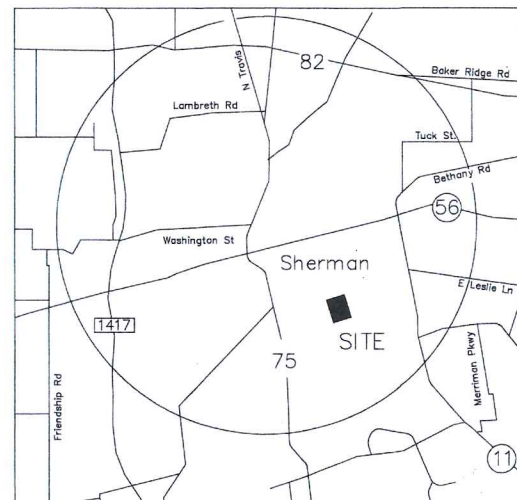
Mayor, City of Sherman, Texas

Date

The undersigned, the City Clerk of the City of Sherman, hereby certifies that the foregoing final plat of Jaramillo Addition, an Addition to the City of Sherman was submitted to the City Council on the _____ day of _____, 2016, and the City Council by formal action then and there accepted the dedication of street, alleys, easements and public places as shown and set forth in and upon said plat, and said City Council further authorizes the Mayor to note the acceptance thereof by signing his name as hereinabove subscribed.

Witness my hand this _____ day _____, AD, 2016.

City Clerk, City of Sherman, Texas



Location Map

Final Plat of Jaramillo Addition

City of Sherman
County of Grayson
State of Texas

OWNERS DEDICATION

Whereas, that Angel Jaramillo and Martha Lopez are the owners of a tract of land situated in the G. B. Pilant Survey, Abstract Number 963, County of Grayson, State of Texas, said tract being all of a tract as described in Deed to Angel Jaramillo et ux, Martha Lopez, filed 25 April 2012, and Recorded in Volume 5113 Page 650 of the Deed Records of the County of Grayson, State of Texas, and being more fully described as follows:

Beginning for the northwest corner of the tract being described herein at a found 1/2 inch Steel Rebar, said rebar being the northwest corner of said Jaramillo tract, and the northeast corner of a tract as described in Deed to Susan E. Brannum, filed 26 August 2010, and Recorded in Volume 5531 Page 816 of said Deed Records, and also on the south line of a tract as described in deed to Mathew W. Grynwald Trustee, filed 06 April 2005, and Recorded in Volume 3837 Page 671 of said Deed Records;

Thence: North 73 degrees 41 minutes 20 seconds East, with the north line of said Jaramillo tract, and with the south line of said Grynwald tract, a distance of 201.73 feet to a found 1/2 inch Steel Rebar in Concrete for the northeast corner of said Jaramillo tract, and the southeast corner of said Grynwald tract;

Thence: South 16 degrees 32 minutes 00 seconds East, with the east line of said Jaramillo tract, and passing at 558.57 feet a pipe fence corner post on the north side of East Lake Street and continuing on said course for a total distance of 579.13 feet to a set PK Nail for the southeast corner of said Jaramillo tract, and being in said Street;

Thence: South 74 degrees 33 minutes 36 seconds West, with the south line of said Jaramillo tract, and in said street, a distance of 209.25 feet to a set PK Nail for the southwest corner of said Jaramillo tract, and the southeast corner of said Brannum tract;

Thence: North 13 degrees 47 minutes 35 seconds West, passing a set 1/2 inch Steel Square Tubing by a power pole on the north side of said road and continuing with the west line of said Jaramillo tract, and the east line of said Brannum tract, for a distance of 151.85 feet to a set 1/2 inch Steel Square Tubing for a corner of said Jaramillo tract;

Thence: South 77 degrees 01 minutes 43 seconds West, with the west line of said Jaramillo tract, and the east line of said Brannum tract, a distance of 20.11 feet to a found 1/2 inch Steel Rebar for a corner of said Jaramillo tract;

Thence: North 13 degrees 47 minutes 11 seconds West, with the west line of said Jaramillo tract, and the east line of said Brannum tract, a distance of 423.48 feet to the POINT OF BEGINNING and containing 2.787 acres of land.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT, Angel Jaramillo and Martha Lopez does hereby adopt this plat designating the herein described property as Jaramillo Addition, City of Sherman, County of Grayson, Texas, and does hereby dedicate to the public use forever the Streets and easements for the same purpose and consideration expressed hereon.

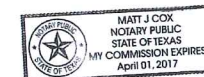
Angel Jaramillo
Angel Jaramillo

Martha Lopez
Martha Lopez

STATE OF TEXAS

Before me, the undersigned Notary Public for the State of State, on this day personally appeared Angel Jaramillo, known to me to be the person whose name is subscribed to the forgoing instrument and acknowledged to me that she executed the same for the purpose and considerations therein expressed and in the capacity stated.

Given under my hand and seal of office this the 23 day of March 2016.



Matt J. Cox
Notary Public-State of Texas

STATE OF TEXAS

Before me, the undersigned Notary Public for the State of State, on this day personally appeared Martha Lopez, known to me to be the person whose name is subscribed to the forgoing instrument and acknowledged to me that she executed the same for the purpose and considerations therein expressed and in the capacity stated.

Given under my hand and seal of office this the 23 day of March 2016.



Matt J. Cox
Notary Public-State of Texas



COX LAND SURVEYING CO.

P.O. BOX 597 108 N. MAIN ST. COLLINSVILLE, TEXAS 76233
COLLINSVILLE 903-429-6125 FAX 903-429-6971 E-mail: CLSC108@aol.com
Gainesville 940-612-LAND Denton 940-381-5070 McKinney 469-952-5070

Final Plat of
Jaramillo Addition
2.787 Acres in the
G. B. Pilant Survey Abst.No.963
City of Sherman
County of Grayson
State of Texas

Registered Professional
Land Surveyors Seal

Drawn by: MJC
Check by: DKC

Job No.
16-11069F
Firm # 10005500

Date: 14 March 2016

STAFF REVIEW LETTER

April 12, 2016

Angel Jaramillo and Martha Lopez
1115 S. Hazelwood St.
Sherman, Texas 75090

Dear Applicants,

The request for approval of the Final Plat of Jaramillo Addition has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, April 19, 2016 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

1. Letters from the various utility providers are required verifying availability of service and when service will be available.
2. Original tax certificates shall be furnished for the purpose of recording the plat.
3. Drive approaches and sidewalks shall conform to City of Sherman standards and a permit is required from City of Sherman Engineering Department.
4. The width of the right-of-way and pavement for streets shall be shown on the plat.
5. Field notes must match call outs on plat (Point of Beginning not correct).
6. Lake Street is a Major Arterial with a total of 110 feet of required Right-of-Way. Plat needs to dedicate 55 feet of Right-of-Way along Lake Street for future road expansion.
7. Remove building setback lines from plat.
8. Remove improvements from plat.
9. Dedicate 10' Utility Easement along perimeter of lots.
10. Verify and meet Grayson County requirements for private septic systems and minimum lot sizes.
11. Any other changes made to the replat 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.

The Board will not consider a request unless it has representation. You are hereby notified to be present, either in person or by a legally authorized representative to present your case on the date and time stated above.

If additional information or clarification is needed, do not hesitate to contact Clint Philpott, at 903-892-7327 prior to the meeting.

Respectfully,



Clint A. Philpott,
City Engineer

cc:	Robby Hefton, City Manager	Scott Shadden, Director of Development Services
	Brandon Shelby, City Attorney	Mark Gibson, Director of Utilities
	Danny Fuller, Fire Marshal	Don Keene, Asst. City Manager
	Steve Ayers, Dir. Of Community and Support Services	Clay Barnett, Director of Public Works and Engineering
	Cox Land Surveying Co. PO Box 597 Collinsville, TX 76233	



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

Agenda Item No. 14.

Meeting Date: 04/19/2016

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

Joe Gilbert, Chairman

Kyle Patterson, Vice-Chairman

Sam Thorpe, Commissioner

Eric Elliott, Commissioner

Chris Vellotti, Commissioner

Sean Vanderveer, Commissioner

Shawn Davis, Commissioner

Jeff Adams, Commissioner

Clay Mahone, Commissioner

Requested Action/Proposed Use:

*** 1021 E. LAKE**

The request of Angel Jaramillo and Martha Lopez (Owners) and Cox Land Surveying Company (Surveyor) concerning the property at 1021 East Lake Street, being 2.787 acres in the G.B. Pilant Survey, Abstract No. 963, as follows;

Planning and Zoning Commission

Final Plat approval of Jaramillo Addition

Background:

The property is located at 1021 East Lake Street between First and Gribble Streets. The owner would like to plat the property into two lots for residential development.

Adjacent Zoning:

R-1 (One Family Residential) District

Origination:

Angel Jaramillo and Martha Lopez (Owners)
Cox Land Surveying Company (Surveyor)

Master Plan Designation:

Estate – Estate is a large lot residential use (1-5 acres) with open space and a rural street network (ditches and no sidewalk). These homes are unlikely to have access to full service public utilities, especially sewer service.

Number of notices mailed:

Not required.

Objections Received:

0

Attachments

Location Map

Zoning Map

Plat

Staff Review Letter



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. F. 5.

Meeting Date: 05/16/2016

Prepared By: Scott Shadden, Director of Developmental Services

Approved By: Robby Hefton, City Manager

Caption:

*** OTHER BUSINESS**

Special Consideration to Ordinance No. 2684, Section 10, Subsection 10.02.005 (f)(2) to Allow a Joint Access Gravel Driveway in Lieu of the Required Approved Hard Surface Private Access Drive in an R-1 (One Family Residential) District, being 10.136 acres in the William Martin Survey, Abstract No. 765; Stephen and Carnelia Blazo and Charles and Molly Trowbridge, Owners; and David Fite Surveying, Surveyor (4617 Farmington Road)

Issue:

To consider an exception to allow a joint access gravel driveway in lieu of the required approved hard surface private access drive in an R-1 (One Family Residential) District, being 10.136 acres in the William Martin Survey, Abstract No. 795, located at 4617 Farmington Road

Background:

The property is located at 4617 Farmington Road, between South FM 1417 (Heritage Parkway) and West Shepherd Drive. Mr. and Mrs. Blazo purchased the 10.136 acre tract earlier this year and sold five (5) acres to their daughter and son-in-law (Charles and Molly Trowbridge). They plan to build a home on the five-acre tract, setting it back 550-575 feet from the front property line. A 40-foot access easement crossing the Blazos' property was granted when Mr. and Mrs. Trowbridge purchased the property; and they plan on sharing a driveway. The Trowbridges' are requesting an exception to allow a crushed granite driveway as a dustless rock surface; a concrete drive approach will be installed at Farmington Road.

Origination:

Stephen and Carnelia Blazo and Charles and Molly Trowbridge (Owners)
David Fite Surveying (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the April 19, 2016 regular meeting, the Planning & Zoning Board voted 7/0 to recommend to the City Council to approve the exception to allow a joint access gravel driveway in lieu of the required approved hard surface private access drive subject to having a 4"-6" base rock with crushed granite on top for the driveway, a 30' concrete drive approach and the Staff Review Letter at 4617 Farmington Road.

Alternatives:

Require a concrete or asphalt driveway to be built

Attachments

Location Map

Zoning Map

Zoning Photo

Warranty Deed

Narrative

Surveys

Site Plan

Staff Review Letter

P&Z Communication



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

Sherman
CLASSIC TOWN. BROAD HORIZON.

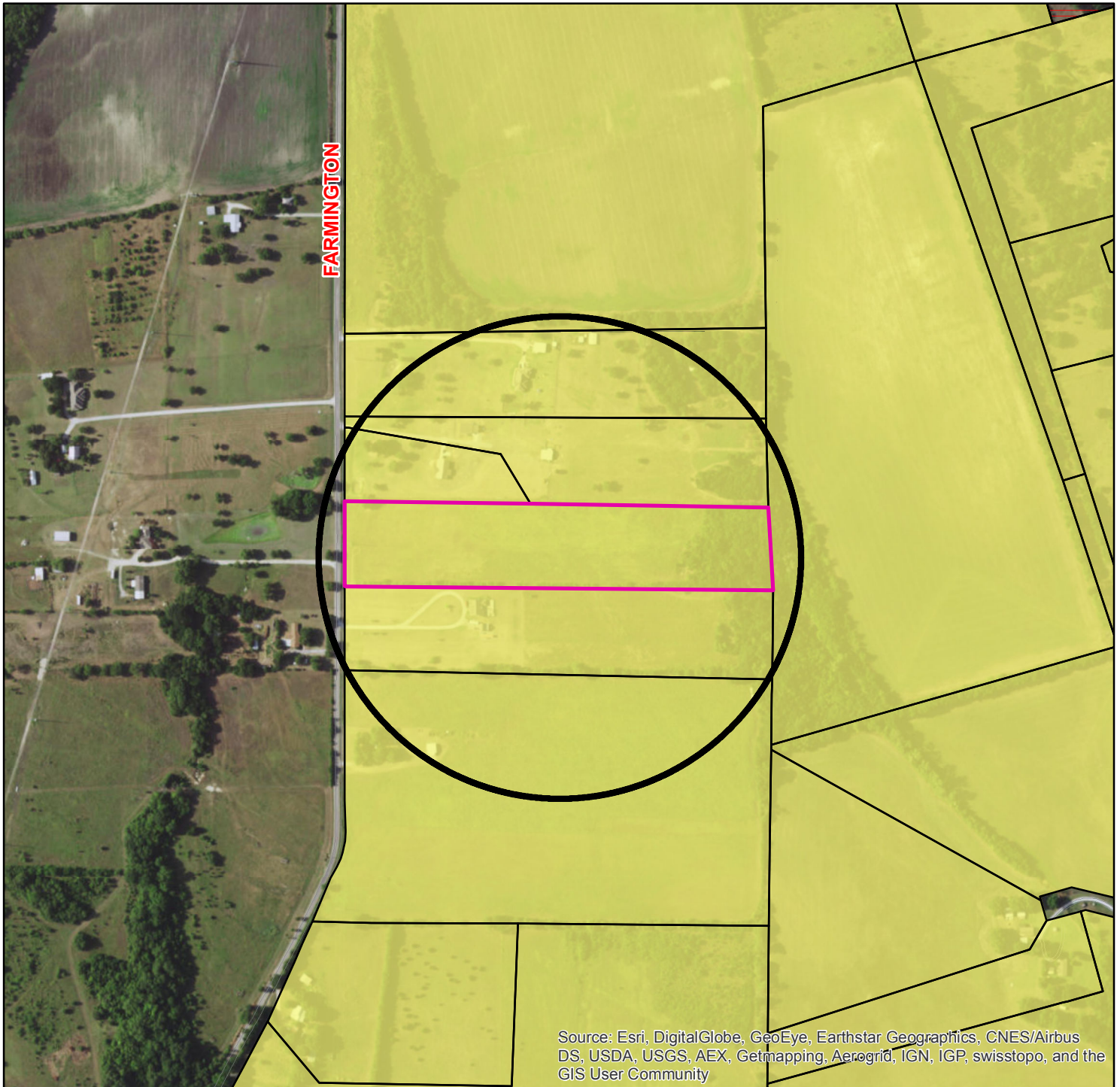
City of Sherman, Texas
Developmental Services Department

4617 Farmington Road



NOT TO SCALE

1 in = 1,043 ft



Zoning - 4617 Farmington Road

Legend

Transportation Corridors Overlay

HWY_NAME

- FM 1417
- Sam Rayburn Freeway
- US Hwy 82 and 75

Special Districts Overlay

DISTRICT_NAME

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

ZONING PARCELS

Zoning Classification

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

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

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Developmental Services Department



NOT TO SCALE

1 in = 500 ft

4617 Farmington Rd.



**** Electronically Filed Document ****

Wilma Blackshear Bush
County Clerk
Grayson County

Document Number: 2016-5548
Recorded As : E-FILE RECORDINGS

Recorded On: March 18, 2016
Recorded At: 02:12:26 pm
Number of Pages: 7
Book-VI/Pg: Bk-OR VI-5775 Pg-824
Recording Fee: \$36.00

Parties:

Direct- BLAZO STEPHEN L ETAL
Indirect- TROWBRIDGE CHARLES R ETAL

Receipt Number: 446703
Processed By: GAIL WHITE

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

Affidavit: NO

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

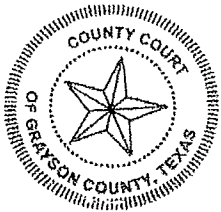
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.

THE STATE OF TEXAS
COUNTY OF GRAYSON

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

Wilma Blackshear Bush

Wilma Blackshear Bush, Grayson County Clerk



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

307190

General Warranty Deed

Date: March 17, 2016

Grantor: STEPHEN L. BLAZO, SR. AND CARNELIA D. BLAZO

Grantor's Mailing Address:

1805 Armstrong Dr.
Allen TX 75002

Grantee: CHARLES R TROWBRIDGE AND MOLLY K.M. TROWBRIDGE

Grantee's Mailing Address:

1413 S. Raven Dr.
Sherman, TX
75092

Consideration:

TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Property (including any improvements):

Being all that certain lot, tract or parcel of land situated in the William Martin Survey, Abstract No. 765, Grayson County, Texas, containing 5.00 acres of land, more or less, and being more particularly described on Exhibit "A" attached hereto and made a part of for all purposes. Together, with right of use of 40 Foot Access Easement crossing subject property as shown on Exhibit "B" attached hereto and made a part of for all purposes.

Reservations from Conveyance:

None

Exceptions to Conveyance and Warranty:

Validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments, other than conveyances of the surface fee estate, that affect the Property; and taxes for 2016, which Grantee assumes and agrees to pay,

and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

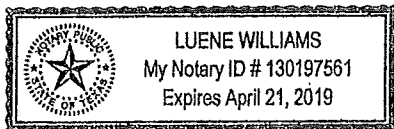
When the context requires, singular nouns and pronouns include the plural.

Stephen L. Blazo, SR.
STEPHEN L. BLAZO, SR.

STATE OF TEXAS)

COUNTY OF Grayson)

This instrument was acknowledged before me on March 18, 2016, by
STEPHEN L. BLAZO, SR.



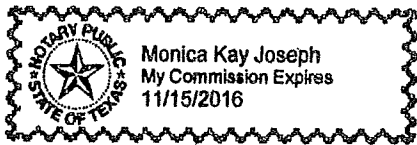
Luene Williams
Notary Public, State of Texas
My commission expires: 4/21/19

Carnelia D. Blazo
CARNELIA D. BLAZO

STATE OF TEXAS)

COUNTY OF Dallas)

This instrument was acknowledged before me on March 17, 2016, by
CARNELIA D. BLAZO.



Monica Kay Joseph
Notary Public, State of Texas
My commission expires: 11/15/2016

PREPARED IN THE OFFICE OF:

ADAMS, BENNETT, DUNCAN & HENLEY
2745 Wind River Drive
Denton, TX 76210

AFTER RECORDING RETURN TO:

1805 Armstrong Dr,
Allen Dr 75002

EXHIBIT "A"

DESCRIPTION

All that certain lot, tract or parcel of land situated in the William Martin Survey, Abstract No. 765, Grayson County, Texas, and being part of that tract of land described in a Deed to Ron Lee Woodworth, et al, as recorded in Volume 4869, Page 97 of the Official Public Records of Grayson County, Texas, and being more particularly described as follows:

BEGINNING at a PK nail found for corner in the centerline of Farmington Road, at the Northwest corner of said Woodworth tract;

THENCE S. 89 deg. 30 min. 59 sec. E. with the North line of said Woodworth tract, a distance of 912.65 feet to a 1/2" iron rod set for corner;

THENCE S. 00 deg. 28 min. 47 sec. W., a distance of 238.82 feet to a 1/2" iron rod set for corner;

THENCE N. 89 deg. 31 min. 14 sec. W. passing a 1/2" iron rod set at a distance of 886.25' and continuing for a total distance of 911.25 feet to a PK nail set in the centerline of said road;

THENCE N. 00 deg. 08 min. 41 sec. E. along the centerline of said road, a distance of 238.89 feet to the POINT OF BEGINNING and containing 5.00 acre of land more or less.

EXHIBIT "B"

40' ACCESS EASEMENT

All that certain lot, tract or parcel of land situated in the William Martin Survey, Abstract No. 765, Grayson County, Texas, and being accross part of that tract of land described in a Deed to Ron Lee Woodworth, et al, as recorded in Volume 4869, Page 97 of the Official Public Records of Grayson County, Texas, and being more particularly described as follows:

COMMENCING at a PK nail found for corner in the centerline of Farmington Road, at the Southwest corner of said Woodworth tract;

THENCE N. 00 deg. 08 min. 41 sec. E. along the centerline of said road, a distance of 20.00 feet to a point for corner at the TRUE POINT OF BEGINNING of the herein described tract;

THENCE N. 00 deg. 08 min. 41 sec. E. along the centerline of said road, a distance of 40.00 feet to a PK nail found for corner;

THENCE S. 89 deg. 31 min. 14 sec. E. passing a 1/2" iron rod found at a distance of 25.00' and continuing for a total distance of 911.25 feet to a 1/2" iron rod found for corner;

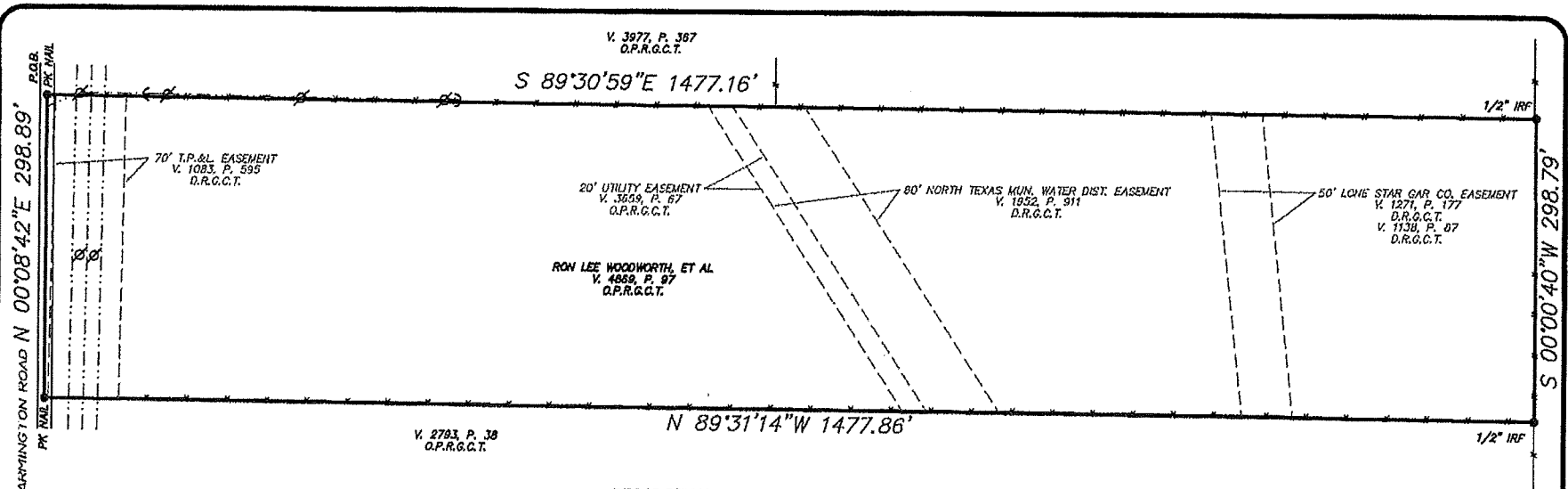
THENCE S. 00 deg. 28 min. 47 sec. W., a distance of 40.00 feet to a point for corner;

THENCE N. 89 deg. 31 min. 14 sec. W. a distance of 911.02 feet to the POINT OF BEGINNING and containing 0.837 acres of land more or less.

3/28/16

Trowbridge Driveway Narrative – Farmington Rd.

Charles and Molly Trowbridge have purchased 5 acres from her parents, Stephen and Cernelia Blazo, on Farmington Rd. The 5 acres is located in the north west corner of lot # 125277, as depicted by the David Fite Survey dated 2/18/16. The sale was finalized on 3/18/16. The Trowbridges plan on building a house, starting in May 2016, on the 5 acres as depicted by the site plan. The house will be set back 550-575' from the road in the center (north to south) of the property. The Trowbridges and Blazos plan on sharing a driveway on the Blazo's property to the house site as depicted on the site plan. The Trowbridges purchased a legal easement with the property for this shared driveway. The Trowbridges are requesting an exception to the hard surface driveway ordinance and will install a crushed granite driveway as a dustless rock surface. A concrete approach will be installed at the road and over the culvert. This is in alignment with the design and surface type of the neighbors' driveways.



DESCRIPTION

All that certain lot, tract or parcel of land situated in the William Martin Survey, Abstract No. 765, Grayson County, Texas, and being known as that tract of land described in a Deed to Ron Lee Woodworth, et al, as recorded in Volume 4869, Page 97 of the Official Public Records of Grayson County, Texas, and being more particularly described as follows:

BEGINNING at a PK nail found for corner in the centerline of Farmington Road, at the Northwest corner of said Woodworth tract;

THENCE S. 89 deg. 30 min. 59 sec. E. with the North line of said Woodworth tract, a distance of 1477.16 feet to a 1/2" iron rod found at the Northeast corner of said tract;

THENCE S. 00 deg. 00 min. 40 sec. W. with the East line of said Woodworth tract, a distance of 298.79 feet to a 1/2" iron rod found at the Southeast corner of said tract;

THENCE N. 89 deg. 31 min. 14 sec. W. with the South line of said Woodworth tract, a distance of 1477.85 feet to a PK nail found in the centerline of said road at the Southwest corner of said tract;

THENCE N. 00 deg. 08 min. 42 sec. E. along the centerline of said road, a distance of 298.89 feet to the **POINT OF BEGINNING** and containing 10.136 acre of land more or less.

NOTES

- 1) BEARING SOURCE: GPS GRID NORTH
- 2) Survey prepared with benefit of Title Commitment, G.F. No. 305732, Effective Date SEPT. 9, 2015.
- 3) The following easements **DO NOT AFFECT** this tract: V. 813, P. 169, V. 774, P. 108, V. 1451, P. 21, V. 2011, P. 511.

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

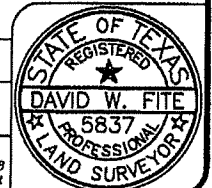
David W. Fite
David W. Fite, R.P.L.S. No. 5837

LEGEND

⊗	POWER POLE
⊙	LIGHT POLE
⊕	ANCHOR
⊖	ELEC. METER
⊗	GAS METER
⊙	WATER METER
⊕	WATER VALVE
⊖	FIRE HYDRANT
⊗	TELEPHONE PEDESTAL
⊙	CABLE PEDESTAL
⊕	SUBSURFACE UTILITY BOX
⊖	ELECTRIC TRANSFORMER

DAVID FITE SURVEYING

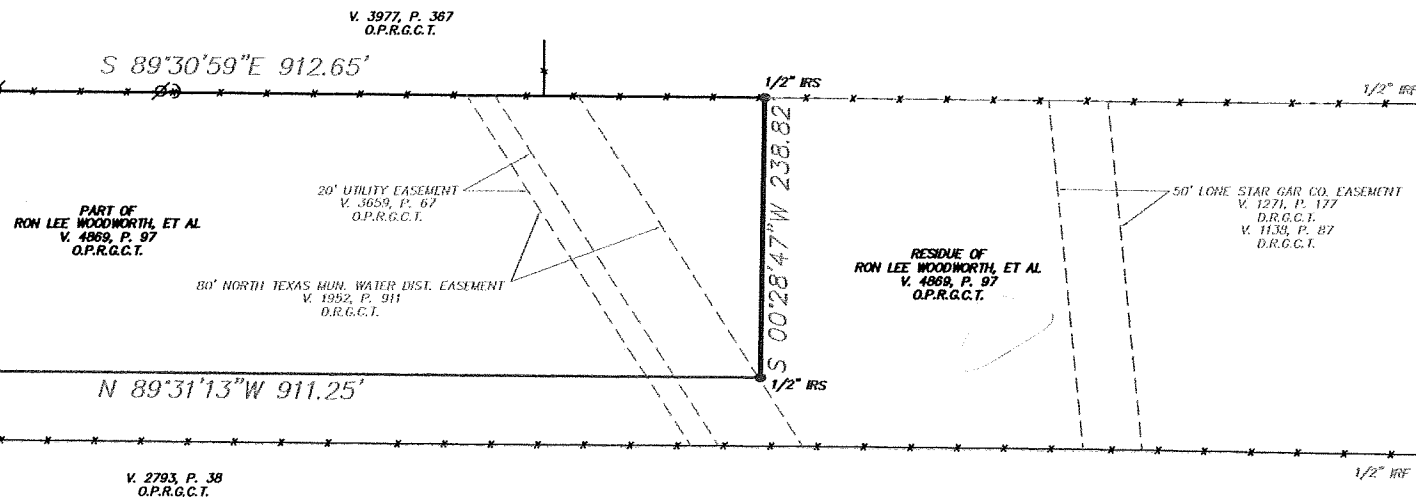
SCALE: 1" = 100'	DATE: 8-23-2015
JOB NO. DE180359	OF NO. 305732
DRAWN: D.W.F.	CHECKED: D.W.F.
3480 COUNTY ROAD 3307 GREENVILLE, TX 75402	PH. NO. 903-350-8178 FAX NO. 903-454-7478 E-MAIL: davidfite@outlook.net



FARMINGTON ROAD N 00°08'41"E 238.89'



- LEGEND**
- ⊗ POWER POLE
 - ⊙ LIGHT POLE
 - ⊖ ANCHOR
 - ▼ ELEC. METER
 - GAS METER
 - ⊗ WATER METER
 - ⊙ WATER VALVE
 - ⊕ FIRE HYDRANT
 - ⊞ TELEPHONE PEDESTAL
 - ⊟ CABLE PEDESTAL
 - ⊠ SUBSURFACE UTILITY BOX
 - ⊡ ELECTRIC TRANSFORMER



DESCRIPTION

All that certain lot, tract or parcel of land situated in the William Martin Survey, Abstract No. 765, Grayson County, Texas, and being part of that tract of land described in a Deed to Ron Lee Woodworth, et al, as recorded in Volume 4869, Page 97 of the Official Public Records of Grayson County, Texas, and being more particularly described as follows:

BEGINNING at a PK nail found for corner in the centerline of Farmington Road, at the Northwest corner of said Woodworth tract;

THENCE S. 89 deg. 30 min. 59 sec. E. with the North line of said Woodworth tract, a distance of 912.65 feet to a 1/2" iron rod set for corner;

THENCE S. 00 deg. 28 min. 47 sec. W., a distance of 238.72 feet to a 1/2" iron rod set for corner;

THENCE N. 89 deg. 31 min. 14 sec. W. passing a 1/2" iron rod set at a distance of 886.25' and continuing for a total distance of 911.25 feet to a PK nail set in the centerline of said road;

THENCE N. 00 deg. 08 min. 41 sec. E. along the centerline of said road, a distance of 238.89 feet to the POINT OF BEGINNING and containing 5.00 acre of land more or less.

NOTES

- 1) BEARING SOURCE: GPS GRID NORTH
- 2) Survey prepared with benefit of Title Commitment, G.F. No. 305732, Effective Date SEPT. 9, 2015.
- 3) The following easements DO NOT AFFECT this tract: V. 913, P. 169, V. 774, P. 109, V. 1451, P. 21, V. 2011, P. 511.

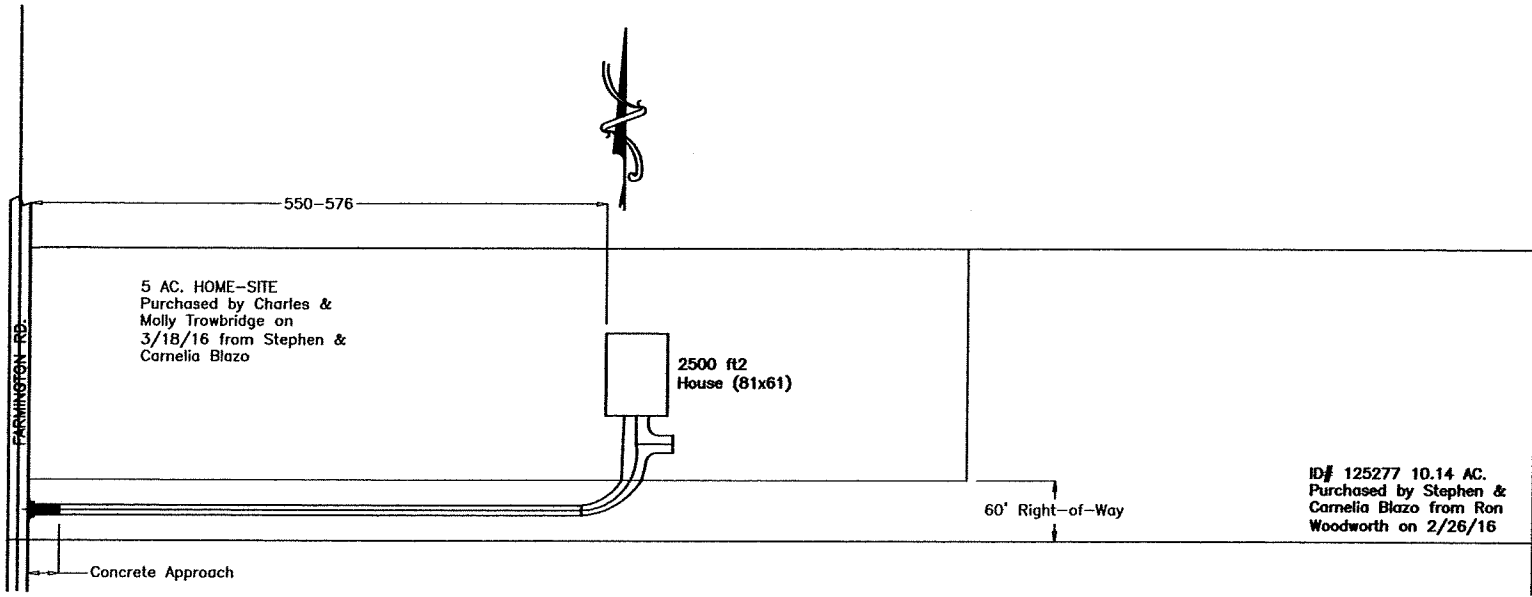
I, David W. Fite, Registered Professional Land Surveyor, State of Texas, do certify that the plat hereon was made from measurements performed on the ground, the lines and dimensions of said property being indicated by the plat, the improvements are within the boundaries of the property, set back from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

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

DAVID FITE SURVEYING

SCALE: 1" = 100'
JOB NO. DE160064
DRAWN: D.W.F.
DATE: 2-18-2016
OF NO. 305732
CHECK: D.W.F.
3480 COUNTY ROAD 3307
GREENVILLE, TX 75402
PH. NO. 903-355-8178
FAX NO. 903-454-7478
E-MAIL: davidfite@attblue.net





ID# 125277 10.14 AC.
Purchased by Stephen &
Carnelia Blazo from Ron
Woodworth on 2/26/16

ID# 125292 45 AC.
Purchased by Stephen &
Carnelia Blazo from
Sanders Trust on 2/26/16

STAFF REVIEW LETTER

April 14, 2016

Stephen & Carnelia Blazo
1805 Armstrong Dr.
Allen, TX 75002

David Fite Surveying
3480 CR 3307
Greenville, TX 75402

Charles & Molly Trowbridge
1413 S. Raven Dr.
Sherman, Texas 75092

Dear Applicants:

The request for an exception to allow a joint access gravel driveway in lieu of the required approved hard surface private access drive in an R-1 (One Family Residential) District concerning the property at 4617 Farmington Road is scheduled to be heard by the Planning and Zoning Board on April 19, 2016 in the City Council Chambers, City Hall at 220 West Mulberry. The meeting will begin at 5:00 P.M.

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

Zoning

1. All aspects of the R-1 (One Family Residential) District and the Residential Tree and Landscaping Ordinance must be followed.
2. The easements need to be shown on the site plan.
3. Site plan approval is valid for a period of one year, if progress has not been made within that time period; resubmission to the Planning & Zoning Commission is required.

Engineering:

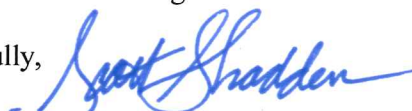
4. Drive approaches shall conform to City of Sherman standards and a permit is required from City of Sherman Engineering Department.

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

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

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

Respectfully,



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

CC: Robby Hefton, City Manager
Mark Gibson, Director of Utilities
Clint Philpott, P.E., City Engineer
Don Keene, Asst. City Manager
PO Box 1106 | Sherman, TX 75091-1106 | 903-892-7229 (Phone) | 903-892-7274 (Fax) | www.ci.sherman.tx.us

Danny Fuller, Fire Marshal
Brandon Shelby, City Attorney
Steve Ayers, Dir. Of Community and Support Services



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

Agenda Item No. 13.

Meeting Date: 04/19/2016

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

Joe Gilbert, Chairman

Kyle Patterson, Vice-Chairman

Sam Thorpe, Commissioner

Eric Elliott, Commissioner

Chris Vellotti, Commissioner

Sean Vanderveer, Commissioner

Shawn Davis, Commissioner

Jeff Adams, Commissioner

Clay Mahone, Commissioner

Requested Action/Proposed Use:

4617 FARMINGTON ROAD

The request of Stephen & Cernelia Blazo and Charles and Molly Trowbridge (Owners) and David Fite Surveying (Surveyor) concerning the property at 4617 Farmington Road, being 10.136 acres in the William Martin Survey, Abstract No. 765, as follows;

Planning and Zoning Commission

Exception under Ordinance No. 2684, Section 10, Subsection 10.02.005 (f)(2) and Ordinance No. 2280, Section 7, Subsection (10)(h) to allow a joint access gravel driveway in lieu of the required approved hard surface private access drive in an R-1 (One Family Residential) District.

Background:

The property is located at 4617 Farmington Road between South FM 1417 (Heritage Parkway) and West Shepherd Drive. Mr. and Mrs. Blazo purchased the 10.136 acre tract earlier this year and sold five (5) acres to their daughter and son-in-law (Charles and Molly Trowbridge). They plan to build a home on the five acre tract, setting it back 550-575 foot from the front property line. A 40 foot access easement crossing the Blazo's property was granted when Mr. and Mrs. Trowbridge purchased the property and they plan on sharing a driveway. The Trowbridge's are requesting an exception to allow a crushed granite driveway as a dustless rock surface; a concrete drive approach will be installed at Farmington Road.

Adjacent Zoning:

R-1 (One Family Residential) District

Origination:

Stephen & Cernelia Blazo and Charles and Molly Trowbridge (Owners)
David Fite Surveying (Surveyor)

Master Plan Designation:

Agricultural and Rural – Typically are large parcels that are primarily used for crops or pasture land. These low density regions surrounding the City do not have significant demands on the transportation or utilities network.

Number of notices mailed:

3

Objections Received:

0

Attachments

Location Map
Zoning Map
Zoning Photo
Narrative
Surveys
Warranty Deed
Site Plan
Staff Review Letter



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Meeting Date: 05/16/2016

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

COUNCIL CALENDAR

Attachments

2016 Council Calendar

2016

JANUARY						
S	M	T	W	T	F	S
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3	4	5	6	7	8	9
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FEBRUARY						
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MARCH						
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APRIL						
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MAY						
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JUNE						
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JULY						
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AUGUST						
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OCTOBER						
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30	31					

NOVEMBER						
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DECEMBER						
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1/11/2016	Called Council Meeting for Transportation Workshop
4/11/2016	Called Joint Mtg with SISD Board in Council Chambers
4/15/2016	Called Budget Planning Meeting in Council Chambers
06/21-22/2016	Called Budget Workshop in Council Chambers
6/23/2016	Called Joint Mtg with SISD Board at SISD Admin Off

7/4/2016	Independence Day/Called Council Meeting on 7/5/2016
9/5/2016	Labor Day/Called Council Meeting on 9/6/2016