

**CITY OF SHERMAN
CITY COUNCIL REGULAR MEETING AGENDA
COUNCIL CHAMBERS OF THE CITY HALL
220 WEST MULBERRY STREET
SHERMAN, TEXAS
MONDAY, APRIL 3, 2017
5:00 P.M.**

- A. 1. CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN**
- A. 2. PLEDGE OF ALLEGIANCE LED BY COUNCIL MEMBER KEVIN COUCH**
- A. 3. INVOCATION BY COUNCIL MEMBER KEVIN COUCH**
- A. 4. APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF MARCH 20, 2017**

Special Presentations

- B. 1. SPECIAL PRESENTATION**
The Sherman Police Department's Presentation of a Citizens Certificate of Merit to CrossFit Solus

Proclamations

- C. 1. PROCLAMATION**
"Child Abuse Prevention and Awareness Month" – April 2017
- C. 2. PROCLAMATION**
"Sexual Assault Awareness Month" – April 2017
- C. 3. PROCLAMATION**
"National Library Week" – April 9-15, 2017

Consent Agenda

- D. 1. CONSENT AGENDA**
Asterisked (*) items are considered to be routine and will be enacted in one motion without discussion unless a Council Member or a citizen requests a specific item be discussed and voted on separately

Resolutions

- E. 1. RESOLUTION NO. 6205**
Suspending the April 21, 2017 Effective Date of Oncor Electric Delivery Company's Requested Rate Change to Permit the City Time to Study the Request and to Establish Reasonable Rates; Approving Cooperation with the Steering Committee of Cities Served by Oncor to Hire Legal and Consulting Services and to Negotiate with the Company and Direct any Necessary Litigation and Appeals; Requiring Notice of this Resolution to the Company and Legal Counsel for the Steering Committee

- E. 2. *** RESOLUTION NO. 6206**
Authorizing Execution of a Professional Services Agreement with Kimley-Horn and Associates, Inc. for the Engineering Design and Services for Repair of the South Travis Street Bridge over Post Oak Creek
- E. 3. *** RESOLUTION NO. 6207**
Awarding a Bid to and Authorizing Execution of a Contract with Elite Six, LLC for the 2017 City Right-of-Way Rough Mowing Program

Requests to Advertise

- F. 1. *** REQUEST TO ADVERTISE**
Route Optimization Software
- F. 2. *** REQUEST TO ADVERTISE**
Annual Requirements for Janitorial Services in Certain City-Owned Facilities

Other Business

- G. 1. **OTHER BUSINESS**
Receive a Presentation from Former Mayor Cary Wacker Regarding Efforts to Establish a State-Sanctioned Cultural District in Downtown Sherman
- G. 2. *** OTHER BUSINESS**
Consider Request of the United Way of Grayson County to Temporarily Close Certain Streets for the "8th Annual United Way Hustle for Health" on Saturday, August 19, 2017
- H. **CITIZEN REQUESTS**
- I. **MEDIA QUESTIONS**
- J. **COUNCIL COMMENTS**

Executive Session

- K. 1. **EXECUTIVE SESSION**
In Accordance with Chapter 551, Government Code, V.T.C.S. (Open Meetings Law), "The City Council Will Now Hold a Closed Executive Meeting Pursuant to the Provisions of the Open Meetings Law, Chapter 551, Government Code, Vernon's Texas Codes Annotated, in Accordance with the Authority Contained in the Following Sections:
- | | |
|-----------------|---|
| Section 551.071 | Consultation with City Attorney concerning Pending or Contemplated Litigation |
| 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

L. 1. OPEN MEETING

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

M. ADJOURNMENT

COUNCIL CALENDAR

CERTIFICATION

I, the undersigned authority, do hereby certify that the above Notice of Regular Meeting of the City Council of the City of Sherman is a true and correct copy of said Notice and that I posted a true and correct copy of said Notice on the bulletin board at City Hall of said City of Sherman, Texas, a place convenient to the public, and said notice was posted on March 30, 2017 at 5:00 p.m., and said time of posting was 72 hours before said meeting was convened or called to order.

Dated this 30th day of March, 2017
City of Sherman, Texas

City Clerk

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

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

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

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

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

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

Mayor

David Plyler

Deputy Mayor

Jason Sofey

Council Members

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

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

Shawn C. Teamann, Council – District #1

Terrence R. Steele, Council – District #2

Pamela L. Howeth, Council – District #3

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



City Council Regular Meeting

A.4.

Meeting Date: 04/03/2017

Prepared By: Linda Ashby, City Clerk

Approved By: Robby Hefton, City Manager

Caption:

APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF MARCH 20, 2017

Attachments

March 20, 2017

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COUNCIL MINUTES – MARCH 20, 2017

Bill Sneed, 1205 Blanton Drive

Mr. Sneed said he knew of no problems with the SUP, including traffic and noise. He had no complaints with the day care.

Charles Carey, 1700 W. Belden

Mr. Carey said Delmar and Chiniqua Hill, the owners of the property in question, have spent a lot of money remodeling the home. He said there were no problems with the day care.

Originally some neighbors said there would be noise and traffic problems but he did not feel there were any problems and said Mr. and Mrs. Hill are providing a benefit for Sherman residents with a nice day care.

Kristen Johnson, 800 S. FM 1417, Apt 327

Ms. Johnson is the parent of a child at the daycare center and wanted an at-home daycare for her daughter. She said there are no traffic issues at the daycare center.

Mary Guajardo, 2905 Cathleen Lane

Ms. Guajardo said they need to focus on taking care of the children. Her grandson is autistic and is being well taken care of at the Hill's daycare center. She asked the City Council to approve the SUP for the daycare because they take care of the children like they are family.

Brianna, 2106 Sherbrook Court

Brianna's son attends the facility but she said it's not a daycare center because Mrs. Hill teaches the children and doesn't just put them in front of the television. She asked the Council not to "take away" the education of the children.

Rebecca McBride, 1159 Judge Elliott Road

Ms. McBride said her adopted son and her granddaughter both go to the daycare center. She wanted the children to attend together and likes the "warmth" of the daycare. She said they teach the children a wide range of things, and the children adore the entire family.

Caleb Dupuis, 2810 Windsor Drive

Mr. Dupuis is the owner of Caladium Homes and they own and manage three homes in the neighborhood that are impacted by any businesses in the area. He said they have a vested interest in the neighborhood and that neighborhood is a good neighborhood.

He urged the City Council to continue to grant the SUP to the operators of this school that have a proven track record. He said they don't want businesses taking over residential areas, but Mr. and Mrs. Hill have taken a house, improved it, and are bringing a positive element to the neighborhood.

As a parent, Mr. Dupuis said the City needs this type of place for the children to go and to see that stop would be a loss to the community.

Carrie Stell, 164 Mourning Dove Lane, Denison

Ms. Stell lives in Denison but works, attends church, and owns rental property in Sherman. She has attended four meetings to support Mr. and Mrs. Hill and urged the City Council to vote for the SUP.

Kelly Bickerstaff, 1208 Dundale Circle

Mr. Bickerstaff lives behind Mr. and Mrs. Hill's property and has the same objection to the SUP as he did before. He did not dispute Ms. Hill's ability to care for the children and said he was sure she "did a wonderful job."

However, they are asking to operate a business in a residential area. This area has been zoned R-1 for many years, and is an established neighborhood, which now has a business operating in it. Sherman's zoning laws designate where certain activities can occur and R-1 is not an area in which a business can be operated. The daycare is a business.

Mr. Bickerstaff said there are 11 children at the daycare and with that there is laughing, screaming, and crying every day of the week. He said none of the people talking tonight live in the backyard of the daycare. He said parking is allowed on both sides of the street and vehicles usually have to "weed" through the street. He said it was that way before the daycare and is more complicated now.

Mr. Bickerstaff said the issue has been turned down twice by the Planning and Zoning Commission and it is important that the zoning ordinances apply. He said it was pointed out that the Montessori Academy is located in a residential area and it was inconsistent to not allow Mr. and Mrs. Hill to have their daycare.

He said the City learned from those problems and changed the rules. It was decided that having a business in a residential area was not a good idea. He reiterated that he did not want a business in his backyard.

He asked the City Council to discuss the issue in Open Session instead of Executive Session, but he also asked them to deny the request.

Steve Stell, 722 E. Pecan

Mr. Stell said it was misleading when someone said because it is not zoned a certain way, that it shouldn't be zoned that way. He added that's why there is a variance board and why the City Council makes the final decision. It's part of the zoning process.

He said there is no greater need than to care for children and it is for the good of the community. There were no complaints registered for the daycare and he asked the Council to allow Mr. and Mrs. Hill to continue operation.

COUNCIL MINUTES – MARCH 20, 2017

Russell Hill, 1215 Blanton Drive

Mr. Hill lives next door to the daycare and helps his Mom with the operation. He said there is no problem with people coming in and out of the daycare. He said she does a great job with the children.

Martha, 1021 W. College, Denison

Martha is a Foster Grandparent and volunteers with Mr. and Mrs. Hill and said the children are well taken care of.

Nathalia Spencer, 1317 S. Walnut

Ms. Spencer is a colleague and friend of Mrs. Hill and said as for the noise issue, there are children living on both sides of the property. Also, parents pick up their children at different times and parking is not an issue. She said Mrs. Hill is a great teacher and a great person. She added that licensing controls the number of children allowed at the daycare.

Mr. Sneed said he is two doors away from the daycare and the noise level is not as bad as Mr. Bickerstaff indicated. He said the children are only outside a limited time each day.

Delmar and Chiniqua Hill, 1215 Blandon Drive

Mr. Hill thanked the City Council for listening to their supporters. He said they are trying to provide a safe environment for children and a service to the community. He thanked the City Council for approving the SUP last year and allowing them to prove themselves. They only asked to serve 20 or less children. He asked the City Council to allow them to “show what they can do.”

Mrs. Hill said it was a blessing to “step out on faith.” She worked in the school system for 20 years but wanted to do more, and teach the children about Jesus and the word of God from the Bible.

Mr. Bickerstaff said there is nothing in the zoning ordinances about what was just expressed, and he outlined his religious activities. He said he still didn’t want a business in his backyard.

Jessica Benivamonde, 1403 Swan Ridge Drive

Ms. Benivamonde said her son was the first child at the daycare center. She understood that it was a zoning issue, but she listed other businesses such as daycare centers and dance studios that are in residential areas. She added that those cause traffic issues that must be dealt with. She said noise also comes from residential homes that are not businesses. She said she has never experienced a traffic issue at Mr. and Mrs. Hill’s daycare.

Ms. Benivamonde said the SUP was originally permitted for one year. She said they were rude to Mrs. Hill at the Planning and Zoning Meeting. She asked the City Council to approve the SUP for a longer period of time or permanently.

COUNCIL MINUTES – MARCH 20, 2017

No other citizens appeared before the City Council to discuss Ordinance No. 6014.

Mayor Plyler introduced Ordinance No. 6015 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW A TATTOO SHOP IN A C-1 (RETAIL BUSINESS) DISTRICT/CENTRAL BUSINESS DISTRICT AT 230 WEST HOUSTON STREET, BEING LOT 8, BLOCK X, S.B. ALLEN ADDITION (CRETA LYNN CARTER, II AND JEFFREY RAY BROWN, OWNERS; KACY EPPERSON, APPLICANT/TENANT/PROSPECTIVE BUYER; AND TATCHIO & ASSOCIATES, ARCHITECT); PROVIDING FOR A REPEALER; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00.

**ORD 6015
SUP FOR
TATTOO SHOP
(230 W. HOUSTON)**

Mr. Shadden said this SUP was for a tattoo shop and was recommended for approval by the Planning and Zoning Commission. The owners were given 60 days to refinish the existing cedar trim on the outside of the building.

Joe Smith, 1316 N. Hopson, was available to answer any questions the City Council might have.

No other citizens appeared before the City Council to discuss Ordinance No. 6015.

Mayor Plyler introduced Ordinance No. 6016 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW FIVE (5) RESIDENTIAL APARTMENTS IN THE FIRST HALF OF THE FIRST FLOOR OF THE BUILDING FACING A FRONT STREET IN A C-2 (GENERAL COMMERCIAL) DISTRICT/CENTRAL BUSINESS DISTRICT AT 111-121 EAST PECAN STREET, BEING LOTS 7, 8 AND 9, BLOCK 1, T.J. SHANNON'S SUPPLEMENTAL PLAT (RESTORE EMERGENCY SERVICES & CONSTRUCTION REPAIR LLC, OWNERS; RICK OWENS, REPRESENTATIVE; TATCHIO & ASSOCIATES, ARCHITECT; AND HELVEY-WAGNER SURVEYING, INC., SURVEYOR); PROVIDING FOR A REPEALER; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00.

**ORD 6016
SUP FOR RESIDENTIAL
APARTMENTS IN
CENTRAL BUSINESS
DISTRICT
(111-121 E. PECAN)**

Mr. Shadden said the SUP would allow five residential apartments on the first floor of the building at the corner of Pecan and Walnut Streets. The building is directly to the east of the Federal Court House.

COUNCIL MINUTES – MARCH 20, 2017

The approval for four apartments would be automatic, but they would have to be located in the back half of the building. The owner would like to locate the apartments in the front half. The Planning and Zoning Commission recommended approval of the SUP.

No citizens appeared before the City Council to discuss Ordinance No. 6016.

Mayor Plyler introduced Ordinance No. 6017 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW A SELF-STORAGE FACILITY (COOL WATER STORAGE) IN A C-2 (GENERAL COMMERCIAL) DISTRICT/O-1.2 (SAM RAYBURN OVERLAY) DISTRICT AT 230 EAST SYCAMORE STREET, BEING LOT 1, ELLISON ADDITION (COOL WATER DEVELOPMENT, LLP, OWNERS; AND DAVID BACA STUDIO, LLC, ARCHITECT); PROVIDING FOR A REPEALER; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00.

**ORD 6017
SUP FOR
SELF-STORAGE
FACILITY
(230 E. SYCAMORE)**

Mr. Shadden said this SUP is for a self storage facility at the former American Legion Building. The Planning and Zoning Commission recommended approval of the request, subject to the Staff Review Letter, and locating a “living screen” on the west side of the property.

David Baca, Architect, was available to answer any questions the City Council might have.

No other citizens appeared before the City Council to discuss Ordinance No. 6017.

Mayor Plyler introduced Ordinance No. 6018 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW AUTOMOBILE SALES, SERVICE AND REPAIR IN A C-2 (GENERAL COMMERCIAL) DISTRICT AT 2411 TEXOMA PARKWAY, BEING LOT 1, BLOCK 1, HELEN PERKINS ADDITION AND PART OF LOT 6R, BLOCK 1 OF THE REPLAT OF LOTS 1R AND 3R, BLOCK 1, HELEN PERKINS ADDITION (JADE LAMANCE, OWNER; AND NATHAN GRAY, NBS DRAFTING & DESIGN, DRAFTSMAN); PROVIDING FOR A REPEALER; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00.

**ORD 6018
SUP FOR
AUTO SALES,
SERVICE, REPAIR
(2411 TEXOMA PKWY)**

Mr. Shadden said this SUP would allow automobile sales, service, and repair at the existing car lot between Flamingo

COUNCIL MINUTES – MARCH 20, 2017

Bingo and Bob Utter Ford. The owner has purchased additional property and wants to expand his lot.

No citizens appeared before the City Council to discuss Ordinance No. 6018.

Mayor Plyler introduced Ordinance No. 6019 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING CHAPTER 6 OF THE CODE OF ORDINANCES, ENTITLED "HEALTH AND SANITATION", AT ARTICLE 6.02, ENTITLED "FOOD ESTABLISHMENTS", SECTION 6.02.001, ENTITLED "ADOPTION OF STATE FOOD ESTABLISHMENT RULES; DEFINITIONS", AND AT SECTION 6.02.010, ENTITLED "ADDITIONAL REQUIREMENTS FOR MOBILE FOOD UNITS (MFU)"; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER CLAUSE.

**ORD 6019
MOBILE FOOD UNITS**

Nate Strauch, Community and Support Services Manager, said the concept started with the Main Street Advisory Board when mobile food unit vendors became frustrated with the way the ordinance was allowing them to function in the Central Business District. The Board reviewed the ordinance and has recommended two changes.

The first change would allow food trucks to park on City owned parking lots between the hours of 5:00 p.m. on Friday and midnight on Saturday. If this change is made, the Main Street Advisory Board has an additional plan for a rotating promotion where they would sponsor trucks to congregate along a specific parking lot, which would change from weekend to weekend.

The second change is more general. The ordinance already allows an exception for catering, saying that if you are providing catering services, you don't need a Specific Use Permit or to go through the zoning process.

The proposed change would further define catering as a lone or recurring event, essentially saying that if they are providing food services at one location, such as once a week on the Lowe's parking lot, they would not need an SUP.

No citizens appeared before the City Council to discuss Ordinance No. 6019.

Mayor Plyler introduced Ordinance No. 6020 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING CHAPTER 1 OF THE CODE OF ORDINANCES, ENTITLED "GENERAL PROVISIONS", ARTICLE 1.11, ENTITLED "PARKS, RECREATION AND MISCELLANEOUS PUBLIC PROPERTY", DIVISION 7, ENTITLED "MUNICIPAL BUILDING", AT SECTIONS 1.11.242,

**ORD 6020
PUBLIC USE OF
MUNICIPAL
BALLROOM, KIDD-
KEY AUDITORIUM,
KIDD-KEY PARK**

1.11.243 AND 1.11.246; DELETING IN THEIR ENTIRETY SECTIONS 1.11.244, 1.11.247 AND 1.11.248; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER CLAUSE.

Mr. Strauch explained that this ordinance was a result of reviewing how the Municipal Ballroom and Kidd-Key Auditorium are managed. The scheduling of the facilities was temporarily transferred to Mr. Strauch to get a better idea of how the process is functioning.

Some changes have already been made such as the launch of an online reservation form instead of manually completing paperwork and delivering in person, and accepting credit cards as an option for payment.

The staff is asking the City Council to “tweak” the ordinance by deleting the aforementioned sections. Most City facilities are managed with the Council determining the general provisions of how the facility should function. The specific provisions are left up to the staff to determine what rules and regulations will be reviewed and handled administratively.

Based on input, the staff is also recommending that the number of security officers be decreased by one in all circumstances.

No citizens appeared before the City Council to discuss Ordinance No. 6020.

The Public Hearing was closed.

ADOPTION OF ORDINANCES

Ordinance 6014

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW A DAYCARE/PRESCHOOL/ EDUCATIONAL DEVELOPMENT CENTER IN AN R-1 (ONE FAMILY RESIDENTIAL) DISTRICT AT 1211 BLANTON DRIVE, BEING LOT 5, BLOCK 8, WESTERN HILLS ADDITION (DELMAR HILL, OWNER; CHINIQUA HILL, REPRESENTATIVE; AND UNDERWOOD DRAFTING & SURVEYING, INC., SURVEYOR); PROVIDING FOR A REPEALER; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00.

ORD 6014
SUP FOR DAY CARE
(1211 BLANTON DR)
APPEAL FROM
P&Z

Council Member Steele said as a father of three children and a grandfather of seven grandchildren, with two more on the way, the greatest sound he hears is children playing in the yard. Currently he lives next door to a very nice house that is being rented to college students.

He said he would much rather hear children playing instead of loud noise and vulgar language.

He said Mr. and Mrs. Hill have done what has been asked of them. Council Member Steele expressed his feeling that diversity is needed on all City boards and commissions because men and women have a different perspective.

As an employee of Workforce Texoma, they oversee all child care facilities that are licensed in Texas that receive funding for children in their care. He said he knows how those facilities are regulated and that they have State monitors that consistently visit the facilities.

One of the highest ratings a facility in the area can receive is called the "Texas Rising Star." There are many different requirements to achieve this designation and Mrs. Hill is currently in the process of receiving this designation.

He said his recommendation would be that they approve Mr. and Mrs. Hill for the continuation of their learning center.

Council Member Couch agreed saying he attended the Planning and Zoning Commission Meeting the night this item was discussed. He said the Council originally granted them a one-year SUP for the facility and not one complaint has been received.

He also apologized to Mr. and Mrs. Hill for their mistreatment at the Planning and Zoning Meeting and said they deserved to be treated with respect.

Deputy Mayor Sofey said he appreciated what everyone had to say and he originally voted for the one year SUP, however this is a zoning decision that has an effect on a neighborhood. He said the difficult decision is that if there are other applications on that street, does the City Council grant them all.

Deputy Mayor Sofey verified that there had been no complaints against the facility during the past year. He said that was what the decision was based on one year ago and if there had been complaints, it would be viewed differently.

With his zoning background, Deputy Mayor Sofey said he viewed it a little differently. The facility is located in the middle of a residential area, not on the peripheral of two districts, as some businesses are. Decisions have been made to allow businesses in residential areas. He said that's why the City has the Planning and Zoning Commission. But they also have the ability to grant variances and exceptions.

Deputy Mayor Sofey said his only concern is that since there were no complaints, if this one is granted, will they allow eight other requests on the same street or will others be

allowed anywhere in the City. This sets a precedent and the Council must be aware of what they are allowing and the potential magnitude of the decision. He said for any decision that has an impact on a different zoning area, he felt the Council should always consider putting a time limit on the approval, because things can change.

Council Member Couch agreed that the time limit made sense.

Council Member Brown attended the Planning and Zoning Commission Meeting when this item was discussed and he said he became very “hostile” at the way Mr. and Mrs. Hill were treated and was embarrassed. He felt that some of the reasons that neighbors did not want the facility in the neighborhood, were an exaggeration. He did not feel that noise and traffic were a problem and was not in favor of a time limit. He felt it should be “settled” now instead of coming back again and again.

Deputy Mayor Sofey said the City Council is not “putting them through” this. They are asking for an exception to a rule that the City has in place. The decision the Council is making today is an appeal from the Planning and Zoning Commission. He said he was “okay” with this request, but would feel this way with any business that is wanting to open in an area where it would not be allowed by zoning. He said it is truly a zoning decision.

Council Member Brown said they have proven themselves during this last year, so why is the City Council dealing with it again.

Deputy Mayor Sofey said it is in the middle of a residential neighborhood, with no other commercial businesses anywhere around it. The decision must be made on what the impact could be. He added that one business might not impact the neighborhood at all, but what about other businesses coming in on the same block.

Council Member Teamann said, in the past, he has requested variances for his businesses and sometimes they grant them on a contingency basis, but at some point they go ahead and grant them permanently.

He has visited Mr. and Mrs. Hill’s daycare and said there is a pretty low traffic volume and there have been no complaints. If the Council grants the SUP, he would be in favor of a time limit.

Council Member Howeth said the ordinance says the maximum number of children will be 15. She asked if that was the number that they were licensed for or the maximum they have chosen. Mrs. Hill said that is the number of children she has chosen as a limit. Her State maximum

would be 35 children. Council Member Howeth asked if Mrs. Hill could increase her limit if the ordinance states otherwise.

Brandon Shelby, City Attorney, said if a limit of 15 children is a condition of the granting of the SUP, then it would be limited to 15. Council Member Couch verified that the SUP granted last year was also limited to 15 children.

Council Member Howeth verified that the operating hours of the daycare were from 6:00 a.m. until 6:00 p.m. She asked how the arrival of the children was spread out. Mrs. Hill said the times vary but most of the children are gone by 5:30 p.m. or 5:45 p.m. Some children do arrive early but they are not all there at one time. Council Member Howeth said it doesn't look like a business, it looks like a house.

Deputy Mayor Sofey said if the City Council decides to grant the SUP, he feels strongly that it should include a time limit.

Council Member Teamann wondered how many at-home daycare facilities are operating in Sherman outside the rules.

Council Member Steele said just because a Planning and Zoning Commission ruling is appealed to the City Council and they might approve it, it does not mean that the Planning and Zoning members aren't doing the job to which they were appointed. The City Council is an elected body and if the citizens don't like what they do, they can be voted out of office.

Council Member Howeth verified that all the play equipment is located in the backyard and that it will continue to look like a residence.

Mrs. Hill said her teaching time is from 9:00 a.m. until 3:00 p.m. Playtime for the children is 30 minutes in the morning and 30 minutes in the afternoon.

Mr. Bickerstaff said he was present during the Planning and Zoning Meeting where this was discussed and didn't hear one unprofessional comment by the Members. Council Member Couch said he was talking about Mr. Bickerstaff.

ACTION TAKEN.

Motion by Deputy Mayor Sofey to adopt Ordinance No. 6014, adding a time limit of three years. Second by Council Member Couch.

Council Member Steele asked if the motion could include that if there were no complaints for the three year period, it would become permanent.

Deputy Mayor Sofey said his motion did not include that provision. He said the dynamics of certain zoning areas can change over time and he felt it should be revisited in the

COUNCIL MINUTES – MARCH 20, 2017

future. He felt strongly about adding a time limit for the SUP.

Council Member Brown wanted to vote in favor of the SUP, however he did not want a time limit. The motion included a three year time limit.

Council Members discussed the motion and said it must be voted on first, before any other motions can be made.

Council Member Steele said he asked about making the SUP permanent if there are no complaints in the three year period.

Mr. Shelby said the City Council cannot bind future City Council Members. He said there is a motion and second on the floor and they can call for a vote. He said the motion will need a “super majority” to pass since it failed at the Planning and Zoning Meeting. It will take six affirmative votes to pass.

RESTATEMENT OF MOTION.

Motion by Deputy Mayor Sofey to adopt Ordinance No. 6014, adding a time limit of three years. Second by Council Member Couch.

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

VOTING NAY: None.

MOTION CARRIED.

Ordinance 6015

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW A TATTOO SHOP IN A C-1 (RETAIL BUSINESS) DISTRICT/CENTRAL BUSINESS DISTRICT AT 230 WEST HOUSTON STREET, BEING LOT 8, BLOCK X, S.B. ALLEN ADDITION (CRETA LYNN CARTER, II AND JEFFREY RAY BROWN, OWNERS; KACY EPPERSON, APPLICANT/ TENANT/PROSPECTIVE BUYER; AND TATCHIO & ASSOCIATES, ARCHITECT); PROVIDING FOR A REPEALER; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00.

ORD 6015
SUP FOR
TATTOO SHOP
(230 W. HOUSTON)

Ordinance 6016

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 FIVE (5) RESIDENTIAL APARTMENTS IN THE FIRST HALF OF THE FIRST FLOOR OF THE BUILDING FACING A FRONT STREET IN A C-2 (GENERAL COMMERCIAL) DISTRICT/CENTRAL BUSINESS DISTRICT AT 111-121 EAST PECAN STREET, BEING LOTS 7, 8 AND 9, BLOCK 1, T.J. SHANNON'S SUPPLEMENTAL PLAT (RESTORE EMERGENCY SERVICES & CONSTRUCTION

ORD 6016
SUP FOR RESIDENTIAL
APARTMENTS IN
CENTRAL BUSINESS
DISTRICT
(111-121 E. PECAN)

REPAIR LLC, OWNERS; RICK OWENS, REPRESENTATIVE; TATCHIO & ASSOCIATES, ARCHITECT; AND HELVEY-WAGNER SURVEYING, INC., SURVEYOR); PROVIDING FOR A REPEALER; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00.

Ordinance 6017

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW A SELF-STORAGE FACILITY (COOL WATER STORAGE) IN A C-2 (GENERAL COMMERCIAL) DISTRICT/O-1.2 (SAM RAYBURN OVERLAY) DISTRICT AT 230 EAST SYCAMORE STREET, BEING LOT 1, ELLISON ADDITION (COOL WATER DEVELOPMENT, LLP, OWNERS; AND DAVID BACA STUDIO, LLC, ARCHITECT); PROVIDING FOR A REPEALER; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00.

ORD 6017
SUP FOR
SELF-STORAGE
FACILITY
(230 E. SYCAMORE)

Deputy Mayor Sofey addressed the elevation and asked if they requested any façade variances.

David Baca, Architect, said they did not request any façade variances. He said the buildings have the full masonry so they are following the ordinance. He said the intention is not to ask for any variances.

The living screen is the only thing brought up by the Planning and Zoning Commission.

Ordinance 6018

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, SERVICE AND REPAIR IN A C-2 (GENERAL COMMERCIAL) DISTRICT AT 2411 TEXOMA PARKWAY, BEING LOT 1, BLOCK 1, HELEN PERKINS ADDITION AND PART OF LOT 6R, BLOCK 1 OF THE REPLAT OF LOTS 1R AND 3R, BLOCK 1, HELEN PERKINS ADDITION (JADE LAMANCE, OWNER; AND NATHAN GRAY, NBS DRAFTING & DESIGN, DRAFTSMAN); PROVIDING FOR A REPEALER; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00.

ORD 6018
SUP FOR
AUTO SALES,
SERVICE, REPAIR
(2411 TEXOMA PKWY)

Ordinance 6019

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING CHAPTER 6 OF THE CODE OF ORDINANCES, ENTITLED "HEALTH AND SANITATION", AT ARTICLE 6.02, ENTITLED "FOOD ESTABLISHMENTS", SECTION 6.02.001, ENTITLED "ADOPTION OF STATE FOOD ESTABLISHMENT RULES; DEFINITIONS", AND AT SECTION

ORD 6019
MOBILE FOOD UNITS

6.02.010, ENTITLED “ADDITIONAL REQUIREMENTS FOR MOBILE FOOD UNITS (MFU)”; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER CLAUSE.

Deputy Mayor Sofey asked if there was any input from the restaurants in the downtown area. Council Member Couch said Sherry Little, owner of Old Iron Post, serves on the Main Street Advisory Board and supports the proposed changes.

Deputy Mayor Sofey wanted to be sure that there was no conflict with people that had invested in an actual business downtown. Council Member Couch said the idea behind the Main Street Advisory Board supporting the food truck initiative is to attract more people downtown and give them more options.

Mr. Strauch said they did talk with Ms. Little because she represents the community of restaurant owners downtown. There were some things she wasn't comfortable with and the proposal represents a compromise. The big concern for businesses is restrooms.

Council Member Teamann asked if the food trucks would need to abide by the normal parking laws. Mr. Strauch said food vendors were limited to parking lots because they did not want to limit parking on the street. The City owned parking lots are generally “lightly used” during the weekends.

Council Member Couch added that the regulations would go into effect at 5:00 p.m. on Friday night until midnight on Saturday.

ACTION TAKEN.

Motion by Council Member Couch to adopt Ordinance Nos. 6017 and 6019, as presented. Second by Council Member Teamann.

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

VOTING NAY: None.

MOTION CARRIED.

Ordinance 6020

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING CHAPTER 1 OF THE CODE OF ORDINANCES, ENTITLED “GENERAL PROVISIONS”, ARTICLE 1.11, ENTITLED “PARKS, RECREATION AND MISCELLANEOUS PUBLIC PROPERTY”, DIVISION 7, ENTITLED “MUNICIPAL BUILDING”, AT SECTIONS 1.11.242, 1.11.243 AND 1.11.246; DELETING IN THEIR ENTIRETY SECTIONS 1.11.244, 1.11.247 AND 1.11.248; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER CLAUSE.

ORD 6020
PUBLIC USE OF
MUNICIPAL
BALLROOM, KIDD-
KEY AUDITORIUM,
KIDD-KEY PARK

ACTION TAKEN.

Motion by Council Member Steele to adopt Ordinance Nos. 6015, 6016, 6018, and 6020, as presented. Second by Council Member Howeth.

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

VOTING NAY: None.

MOTION CARRIED.

CONSENT AGENDA

The Council reviewed the Consent Agenda. Mayor Plyler removed Item E-9, entitled “Consider Request of the 2017 Earth Day Planning Committee to Temporarily Close Certain Streets for the “9th Annual Earth Day Festival” on Saturday, April 22, 2017” from the Consent Agenda for consideration in its regular order of business.

Council Member Howeth moved to approve the Consent Agenda, with the exception of Item E-9, which will be considered in its regular order of business. Second by Council Member Brown. All present voted AYE.

RESOLUTIONS

RESOLUTION NO. 6198 – AUTHORIZING EXECUTION OF A DEVELOPMENT AGREEMENT WITH JRH SHERMAN, LLC FOR THE CONSTRUCTION OF PUBLIC SANITARY SEWER AND WATER MAINS IN SHERMAN CROSSROADS MEDICAL, A 3.0522-ACRE DEVELOPMENT NORTH OF F.M. 1417 ALONG WEST TRAVIS STREET AND THE U.S. HIGHWAY 75 SERVICE ROAD IN THE CITY OF SHERMAN

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A DEVELOPMENT AGREEMENT WITH JRH SHERMAN, LLC FOR THE CONSTRUCTION OF PUBLIC SANITARY SEWER AND WATER MAINS IN SHERMAN CROSSROADS MEDICAL, A 3.0522-ACRE DEVELOPMENT NORTH OF F.M. 1417 ALONG WEST TRAVIS STREET AND THE U.S. HIGHWAY 75 SERVICE ROAD IN THE CITY OF SHERMAN.

Clint Philpott, Director of Engineering, said this is the first development in Sherman Crossroads, which runs along the new West Travis Street Extension. This agreement is to install new water and sewer lines along their east property line. The development fee will be paid by the developer for the inspection.

ACTION TAKEN.

Motion by Council Member Couch to adopt Resolution No. 6198, as presented. Second by Council Member Howeth.

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

VOTING NAY: None.

MOTION CARRIED.

CONSENT AGENDA

RES 6198
SEWER & WATER
MAINS IN SHERMAN
CROSSROADS
MEDICAL

RESOLUTION NO. 6199 – AUTHORIZING EXECUTION OF A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH FREEMAN-MILLICAN, INC. FOR THE DESIGN OF THE SHERMAN NORTHWEST SEWER LINE, LIFT STATION AND FORCE MAIN IMPROVEMENTS

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH FREEMAN-MILLICAN, INC. FOR THE DESIGN OF THE SHERMAN NORTHWEST SEWER LINE, LIFT STATION AND FORCE MAIN IMPROVEMENTS.

Robby Hefton, City Manager, explained the impact of the project saying it was for engineering services for a force sewer main, that will serve the intersection of US Hwy 82 and SH 289. The project came as a result of the petition received from the Preston Club Estates residents for annexation.

As the staff began looking at what it would take to serve these residents, it became clear that if the sewer was oversized over their needs, it would open up the corridor for development and would provide water and sewer infrastructure for the future.

Mr. Hefton said it is expected that the project will cost about \$2 million. He said the capacity would be available to serve all four corners of the US Hwy 82 and SH 289 intersection, as well as south along SH 289.

ACTION TAKEN.

Motion by Council Member Couch to adopt Resolution No. 6199, as presented. Second by Council Member Howeth.

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

VOTING NAY: None.

MOTION CARRIED.

RESOLUTION NO. 6200 – AUTHORIZING EXECUTION OF A DEVELOPMENT AGREEMENT WITH JOE GILBERT CONSTRUCTION, LLC. FOR THE CONSTRUCTION OF PUBLIC SANITARY SEWER AND WATER MAINS IN THE REPLAT OF HICKORY ESTATES, LOTS 1R-9R, A 1.306-ACRE SUBDIVISION SOUTH OF U.S. HIGHWAY 82 ALONG HICKORY STREET IN THE CITY OF SHERMAN

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A DEVELOPMENT AGREEMENT WITH JOE GILBERT CONSTRUCTION, LLC. FOR THE CONSTRUCTION OF PUBLIC SANITARY SEWER AND WATER MAINS IN THE REPLAT OF HICKORY ESTATES, LOTS 1R-9R, A 1.306-ACRE SUBDIVISION SOUTH OF U.S. HIGHWAY 82 ALONG HICKORY STREET IN THE CITY OF SHERMAN.
CONSENT AGENDA.

**RES 6199
NORTHWEST SEWER
LINE, LIFT STATION,
FORCE MAIN
IMPROVEMENTS**

**RES 6200
DEVELOPMENT
AGREEMENT
SANITARY SEWER &
WATER MAINS
ALONG HICKORY ST**

RESOLUTION NO. 6201 – AUTHORIZING EXECUTION OF A DEVELOPMENT AGREEMENT WITH DGR DEVELOPMENT GROUP, A TEXAS JOINT VENTURE, FOR THE CONSTRUCTION OF PUBLIC SANITARY SEWER AND WATER MAINS IN THE GARDENS AT O'HANLON RANCH, A 7.529-ACRE SUBDIVISION WEST OF F.M. 1417 ALONG LAMBERTH ROAD IN THE CITY OF SHERMAN

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A DEVELOPMENT AGREEMENT WITH DGR DEVELOPMENT GROUP, A TEXAS JOINT VENTURE, FOR THE CONSTRUCTION OF PUBLIC SANITARY SEWER AND WATER MAINS IN THE GARDENS AT O'HANLON RANCH, A 7.529-ACRE SUBDIVISION WEST OF F.M. 1417 ALONG LAMBERTH ROAD IN THE CITY OF SHERMAN.
CONSENT AGENDA.

RES 6201
DEVELOPMENT
AGREEMENT
SANITARY SEWER &
WATER MAINS ALONG
LAMBERTH RD

RESOLUTION NO. 6202 – AUTHORIZING EXECUTION OF AN AGREEMENT WITH JOSE D. GUERRERO FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 712 EAST SCOTT STREET

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT WITH JOSE D. GUERRERO FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 712 EAST SCOTT STREET.
CONSENT AGENDA.

RES 6202
RESIDENTIAL TAX
ABATEMENT
(712 E. SCOTT ST)

CHANGE ORDER NO. 1
APPROVING THE GREATER TEXOMA UTILITY AUTHORITY'S INTENT TO EXECUTE CHANGE ORDER NO. 1; WATER TREATMENT PLANT EXPANSION PROJECT; H2O INNOVATION, INC.; \$63,370.88 INCREASE

The City Council approved the Greater Texoma Utility Authority's intent to execute Change Order No. 1 to H2O Innovation, Inc., for a \$63,370.88 increase, for the Water Treatment Plant Expansion Project.

CHANGE ORDER
WATER TREATMENT
PLANT EXPANSION
PROJECT

The change order is to adjust several project quantities for the membrane supplier for the project, and is due to the addition of several items to optimize the membrane system operation.

The revised contract price, after the change order, is \$3,422,795.88.
CONSENT AGENDA.

CHANGE ORDER NO. 1
THE GRAND AVENUE BRIDGE REPAIR PROJECT; AUSTIN BRIDGE & ROAD, LP; \$2,625.00 INCREASE

The City Council approved Change Order No. 1 to Austin Bridge & Road, LP, for a \$2,625 increase, for the Grand Avenue Bridge Repair Project.

CHANGE ORDER
GRAND AVENUE
BRIDGE REPAIR
PROJECT

At the end of 2016, during routine bridge inspection, it was noted that there were structural issues on the Grand Avenue Bridge, that needed to be addressed to ensure the integrity and safety of the bridge.

After the contract was issued the Engineering Department decided it was necessary to require a Jacking Plan designed by a professional engineer, which increased the contract price by \$2,625.00. This is a final reconciliatory change order to adjust the final project quantities and issue final payment.

The revised contract price, after the change order, is \$76,088.00 and will be paid out of the 2016-2017 Capital Improvement Project Fund.

CONSENT AGENDA.

OTHER BUSINESS

CONSIDER APPROVAL OF THE ANNEXATION SCHEDULING PLAN FOR ADOPTION OF A TRACT OF LAND ON PRESTON CLUB DRIVE, SOUTH OF U.S. HIGHWAY 82 AND WEST OF HIGHWAY 289, ADJACENT TO THE SHERMAN CITY LIMITS AND IN THE CITY OF SHERMAN'S EXTRATERRITORIAL JURISDICTION; AND DIRECTING THE DEPARTMENT OF ENGINEERING SERVICES TO DEVELOP A SERVICE PLAN FOR THE AREA TO BE ANNEXED UPON APPROVAL OF THE ANNEXATION SCHEDULING PLAN

ANNEXATION
SCHEDULING PLAN
(PRESTON CLUB DR)

Mr. Shelby said this proposed annexation schedule would include the two required public hearings for the annexation ordinance and the third meeting to adopt the ordinance. The public hearings will be at Regular Council Meetings, but the adoption will be at a Called Council Meeting.

ACTION TAKEN.

Motion by Council Member Steele to adopt the Annexation Scheduling Plan for a tract of land on Preston Club Drive, as presented. Second by Council Member Teamann.

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

VOTING NAY: None.

MOTION CARRIED.

CONSIDER THE APPLICATION OF GARY ROBERTS TO ENROLL HIS BUSINESS, POP POP SODA SHOP, INTO THE SHERMAN DOWNTOWN OCCUPANCY INCENTIVE GRANT PROGRAM

DOWNTOWN
OCCUPANCY
INCENTIVE GRANT
PROGRAM
(POP POP SODA SHOP)

Mr. Strauch said Gary Roberts, owner of Pop Pop Soda Shop, has submitted an application for the Sherman Downtown Occupancy Incentive Grant Program. This would be his second business downtown, as he already owns a popcorn shop. The new business would offer different types of food, sodas, whole sandwiches, and smaller scale food items.

Mr. Roberts said the shop will be like a grilled cheese company, with different types of grilled cheese sandwiches. He has talked with various City officials as to what the

requirements for the shop will be and he felt it would be a good addition to Pop Pop Popcorn and to Downtown Sherman.

Council Member Couch verified that the hours of operation would eventually be six days a week. At the start, they would be open for lunch only, Monday through Thursday, and Friday and Saturday nights. He said the operating square footage of the facility will be 715 square feet.

Mr. Strauch said the City has received additional applications and are holding them to give others time to submit applications. If Pop Pop Soda Shop is approved, there will be two spots left in the Downtown Incentive Grant Program.

Council Members will discuss the application in Executive Session.

REVISED FINAL PLAT APPROVAL OF THE GARDENS AT O'HANLON RANCH, BEING 7.529 ACRES IN THE ELIJAH HARTZOG SURVEY, ABSTRACT NO. 540 AND THE FIELDING BACON SURVEY, ABSTRACT NO. 120; LAMBERTH CROSSING JOINT VENTURE, OWNERS; CROSS ENGINEERING CONSULTANTS, INC., CIVIL ENGINEER; AND PRESTON TRAIL LAND SURVEYING, SURVEYOR (2100-2400 BLOCKS OF SHADY OAKS LANE, 2300 BLOCK OF NORWOOD STREET, AND 2600-2800 BLOCKS OF WEST LAMBERTH ROAD)

APPROVE REVISED
FINAL PLAT
THE GARDENS AT
O'HANLON RANCH

The City Council approved the Revised Final Plat of The Gardens at O'Hanlon Ranch, a 7.529 acre tract, located in the 2100 to 2400 blocks of Shady Oaks Lane, the 2300 block of Norwood Street, and the 2600 to 2800 blocks of West Lamberth Road.

The property is zoned a C-O (Office) District. A Specific Use Permit to allow patio homes in a C-O (Office) District was approved at the September 6, 2016 City Council Meeting for this property. This is a revised final plat that was approved for 17 residential lots and two commercial office lots at the November 22, 2016 Planning and Zoning Commission Meeting and the December 19, 2016 City Council Meeting.

The owners revised the plat, enlarging the residential lots for a total of 16 lots for residential patio homes and two lots for commercial office development.

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

CONSENT AGENDA.

AMENDING FINAL PLAT APPROVAL OF PEBBLEBROOK SOUTH, PHASE II, BEING 8.653 ACRES IN THE ELIZABETH JONES SURVEY, ABSTRACT NO. 625; YOUSEF B. AL-BALLAM, ZAKIAH US, LLC, OWNER; GREG EDWARDS ENGINEERING SERVICES, ENGINEER; AND COX LAND

AMEND FINAL PLAT
APPROVAL
PEBBLEBROOK
SOUTH, PHASE II

SURVEYING COMPANY, SURVEYOR (2200-2300 BLOCKS OF PEGGEY'S COVE AND SOUTHRIDGE LANE AND 3400-3500 BLOCKS OF DARTMOUTH LANE)

The City Council approved amending the Final Plat of Pebblebrook South, Phase II, an 8.653 acre tract, located in the 2200 to 2300 blocks of Peggey's Cove and Southridge Lane and the 3400 to 3500 blocks of Dartmouth Lane, off South FM 1417.

The amendment will correct errors to the Final Plat, which was filed December 8, 2016 in Volume 24, Page 24 of the Grayson County Plat Records.

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

CONSENT AGENDA.

AMENDING FINAL PLAT APPROVAL OF PEBBLEBROOK SOUTH, PHASE III, BEING 8.99 ACRES IN THE ELIZABETH JONES SURVEY, ABSTRACT NO. 625; YOUSEF B. AL-BALLAM, ZAKIAH US, LLC, OWNERS; GEES, INC., ENGINEER; AND COX LAND SURVEYING COMPANY, SURVEYOR (2300 BLOCKS OF PEGGEY'S COVE AND SOUTHRIDGE LANE AND 3400-3500 BLOCKS OF HANAN STREET)

The City Council approved amending the Final Plat of Pebblebrook South, Phase III, an 8.99 acre tract, located in the 2300 block of Peggey's Cove and Southridge Lane and the 3400 to 3500 blocks of Hanan Street, off South FM 1417.

The amendment will correct errors to the Final Plat, which was filed December 14, 2016 in Volume 24, Page 28 of the Grayson County Plat Records.

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

CONSENT AGENDA.

REPLAT APPROVAL OF LOT 3 OF COMMUNITY USA ADDITION, BEING LOT 3, BLOCK 1, COMMUNITY USA ADDITION, CONTAINING 7.024 ACRES IN THE ELIZABETH JONES SURVEY, ABSTRACT NO. 625; SHERMAN STORAGE I, LLC AND STEVE PALMER, OWNERS; AND HELVEY-WAGNER SURVEYING, INC., SURVEYOR [2105, 2107 AND 2115 SOUTH F.M. 1417 (HERITAGE PARKWAY)]

The City Council approved the Replat of Lot 3 of Community USA Addition, being Lot 3, Block 1, Community USA Addition, a 7.024 acre tract, located at 2105, 2107 and 2115 South FM 1417, between Park Avenue and O.B. Groner Road.

The owners would like to replat the property into two lots for commercial development. The Planning and Zoning

AMEND FINAL PLAT
APPROVAL
PEBBLEBROOK
SOUTH, PHASE III

APPROVE REPLAT
COMMUNITY USA
ADDITION

Commission recommended approval of the Replat, subject to the Staff Review Letter.
CONSENT AGENDA.

REPLAT APPROVAL OF THE ALCOHOLIC SERVICES ADDITION, A REPLAT OF LOT 1, BLOCK 1, HELEN PERKINS ADDITION AND LOT 6R, BLOCK 1, REPLAT OF LOTS 1R AND 3R, BLOCK 1 OF THE REPLAT OF LOT 2, BLOCK 1, HELEN PERKINS ADDITION, BEING 4.328 ACRES IN THE RUEBEN HENDRIX SURVEY, ABSTRACT NO. 504; ALCOHOLIC SERVICES OF TEXOMA, INC. AND LAMANCE PROPERTIES, LP, OWNERS; AND HELVEY-WAGNER SURVEYING, INC., SURVEYOR (2411 TEXOMA PARKWAY)

The City Council approved the Replat of the Alcoholic Services Addition, a Replat of Lot 1, Block 1, Helen Perkins Addition and Lot 6R, Block 1, Replat of Lots 1R and 3R, Block 1 of the Replat of Lot 2, Block 1, Helen Perkins Addition, a 4.328 tract, located at 2411 Texoma Parkway.

The owners would like to replat the property into two lots for commercial development. The Planning and Zoning Commission recommended approval of the Replat, subject to the Staff Review Letter.
CONSENT AGENDA.

REPLAT APPROVAL OF LOTS 3 & 4, BLOCK 5, WESTERN HILLS ADDITION, SECTION 2, BEING A PART OF THE J.B. McANAIR SURVEY, ABSTRACT NO. 763 AND BEING ALL OF LOTS 3 & 4, BLOCK 5, WESTERN HILLS ADDITION, SECTION 2, CONTAINING 1.56 ACRES; THOMAS AND JEAN FLICK AND McDONALD AND KAITLIN ARNOT, OWNERS; AND UNDERWOOD DRAFTING & SURVEYING, INC., SURVEYOR (1407 AND 1411 WESTERN HILLS DRIVE)

The City Council approved the Replat of Lots 3 and 4, Block 5, Western Hills Addition, Section 2, a 1.56 acre tract, located at 1407 and 1411 Western Hills Drive.

The owners would like to replat the property and part of an undeveloped piece of property into two lots, enlarging the lots. The Planning and Zoning Commission recommended approval of the Replat, subject to the Staff Review Letter.
CONSENT AGENDA.

CONSIDER REQUEST OF THE 2017 EARTH DAY PLANNING COMMITTEE TO TEMPORARILY CLOSE CERTAIN STREETS FOR THE "9TH ANNUAL EARTH DAY FESTIVAL" ON SATURDAY, APRIL 22, 2017

Mayor Plyler removed Item E-9 from the Consent Agenda for consideration in its regular order of business.

Amy Hoffman-Shehan, Earth Day Planning Committee Representative, said the Annual Earth Day Festival will be held on April 22, 2017, from 9:00 a.m. until 5:00 p.m., in the Municipal Ballroom and in Kidd-Key Park.

APPROVE REPLAT
ALCOHOLIC SERVICES
ADDITION

APPROVE REPLAT
WESTERN HILLS
ADDITION, SEC. 2

CLOSE STREETS
EARTH DAY

She outlined various events and workshops that will be included in the family oriented, educational event, which will encourage a sense of environmental awareness.

ACTION TAKEN.

Motion by Council Member Steele to approve the request of the Earth Day Planning Committee to temporarily close certain streets for the 9th Annual Earth Day Festival on April 22, 2017, as presented. Second by Council Member Couch.

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

VOTING NAY: None.

MOTION CARRIED.

CITIZENS REQUESTS

SHERMAN CELTIC FESTIVAL AND HIGHLAND GAMES

Rob Ballew, Corporal, Police Department, said the First Sherman Celtic Festival and Highland Games will be held on Saturday, March 25, 2017. The event includes a 5K Race and a full day of family friendly activities. There will also be 16 or 17 different musical acts performing on two stages, and a separate stage for dance groups. The event will include Highland Games, sponsored by the Texas Celtic Athletic Association.

**SHERMAN CELTIC
FESTIVAL &
HIGHLAND GAMES**

The event will be held at 5901 South US Hwy 75 at the Texoma Home Health/Apple Recovery Health Care facility, across from Texas Instruments. Proceeds from the event will support the Texas Scottish Rite Hospital, the Sherman Police Association, and the Sherman Fire Association.

**SPECIFIC USE PERMIT FOR DAYCARE/PRESCHOOL/
EDUCATIONAL DEVELOPMENT CENTER AT 1211 BLANTON
DRIVE**

Mr. Hill thanked the City Council for hearing their appeal today on the SUP for their facility located at 1211 Blanton Drive.

**SUP FOR DAYCARE
CENTER AT
1211 BLANTON DR.**

He asked if they operate for three more years and receive no complaints, will they have to go back to the Planning and Zoning Commission again. He said they have proven themselves and are the ones that limited the number of children they serve and made the house look like a home.

Deputy Mayor Sofey said they have run the risk two times for getting turned down on their business, and that is uncomfortable. However, they have opened a business in a zoning area that is not zoned for a business. The City Council has actually overturned the denial twice, on appeal.

Mr. Hill asked if he violates the provisions of the SUP, can the City "pull" that permit. Mr. Shelby said it could, if they violate any of the restrictions on the SUP.

Council Member Couch said this City Council cannot bind any future City Council, so Mr. Hill will have to go back through the process in three years with a completely different group of people. That will be a part of the process. Mr. Hill confirmed that he will also have to go through the Planning and Zoning Commission.

MEDIA QUESTIONS

There were no media questions.

APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO
BOARDS AND COMMISSIONS

MAIN STREET ADVISORY COMMITTEE (1)

ACTION TAKEN.

Motion by Council Member Couch to appoint Felicia Herron to the Main Street Advisory Committee for a term from March 31, 2017 to March 31, 2019. Second by Council Member Teamann.

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

VOTING NAY: None.

MOTION CARRIED.

PARKS AND RECREATION ADVISORY BOARD (1)

ACTION TAKEN.

Motion by Council Member Couch to appoint Amanda Phillips to the Parks and Recreation Advisory Board for a term from March 21, 2017 to March 21, 2019. Second by Council Member Howeth.

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

VOTING NAY: None.

MOTION CARRIED.

COUNCIL COMMENTS

SUP FOR DAYCARE AT 1211 BLANTON DRIVE

Council Member Brown said he learned a lot tonight and urged Mr. and Mrs. Hill to stay positive. He said he didn't agree with the three years, but he's glad they got that much.

SUP FOR DAYCARE AT 1211 BLANTON DRIVE

Council Member Howeth said she previously owned a licensed home daycare and she thanked Mr. and Mrs. Hill for their service.

SIGNS ALONG TEXOMA PARKWAY

Council Member Steele asked that the staff look at homemade signs that have gone up along Texoma Parkway. He even saw one sign that was a "white-board erasable" type sign.

Mr. Hefton asked if the signs were advertising different things or were advertising businesses. Council Member Steele said some of them are advertising things for sale at businesses, but they are not standard signs. He said the same business

MEDIA QUESTIONS

MAIN STREET
ADVISORY
COMMITTEE

PARKS & REC
ADVISORY BOARD

SUP FOR DAYCARE
AT 1211 BLANTON DR.

SUP FOR DAYCARE
AT 1211 BLANTON DR

SIGNS ALONG
TEXOMA PKWY

had a sign in the ground at Fallon Drive and Texoma Parkway. He asked that the staff contact the businesses and ask them to comply with the City's sign ordinance.

WATER TREATMENT PLANT EXPANSION

Council Member Steele said he participated in the groundbreaking for the Water Treatment Plant Expansion today and said it was a great thing for the City.

He thanked the City Council, previous City Councils, and future City Councils for what it will mean to the City of Sherman.

WATER TREATMENT PLANT EXPANSION

Council Member Couch said the groundbreaking for the Water Treatment Plant Expansion was amazing and he thanked the staff for the opportunity to attend.

MANAGEMENT OF THE MUNICIPAL BALLROOM AND KIDD-KEY AUDITORIUM

Council Member Couch recognized the changes in the ordinance for managing usage of the Municipal Ballroom and Kidd-Key Auditorium saying he appreciated a commonsense approach to government. He thanked Mr. Strauch for his presentation and said those types of changes are indicative of a forward-thinking staff.

NEW APARTMENTS IN DOWNTOWN SHERMAN

Council Member Couch said he was excited about the new apartments that were coming into downtown Sherman. He said it was exciting to get people to live and shop downtown.

SUP FOR DAYCARE AT 1211 BLANTON DR.

Council Member Teamann said he was fortunate to visit Mr. and Mrs. Hill's daycare and it is something special. He said it is hard to continue to come back and request the SUP, but after no issues, it may eventually be approved without a time limit.

MOBILE FOOD UNITS

Council Member Teamann said he was very excited about the food trucks being located downtown. He felt it would be great for Sherman.

SHERMAN CELTIC FESTIVAL AND HIGHLAND GAMES

Council Member Teamann recognized Mr. Ballew and the work he has done to organize the Sherman Celtic Festival and Highland Games. He urged everyone to attend and support the event.

WATER TREATMENT PLANT EXPANSION

Mayor Plyler said the groundbreaking for the Water Treatment Plant Expansion was a great event and he thanked the staff for their hard work organizing it.

**WATER TREATMENT
PLANT EXPANSION**

**WATER TREATMENT
PLANT EXPANSION**

**MANAGEMENT OF
THE MUNICIPAL
BALLROOM & KIDD-
KEY AUDITORIUM**

**NEW APARTMENTS
IN DOWNTOWN
SHERMAN**

**SUP FOR DAYCARE
AT 1211 BLANTON DR.**

**MOBILE FOOD
UNITS**

**SHERMAN CELTIC
FESTIVAL &
HIGHLAND GAMES**

**WATER TREATMENT
PLANT EXPANSION**

He said this is a very important project for Sherman's future and will result in decades and decades of clean drinking water. He said he was proud of Sherman for looking into the future and being proactive in creating the most ambitious infrastructure project in the City's history.

ANNOUNCEMENTS

Mayor Plyler announced the following:

- The Celtic Festival will be held March 25, 2017.
- The Texoma Community Center will host the Annual Recycling Fundraiser on March 25, 2017.

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

SECTION 551.071 CONSULTATION WITH CITY
ATTORNEY CONCERNING
PENDING OR CONTEMPLATED
LITIGATION

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 7:00 p.m.

On Motion duly made and carried, the Executive Session recessed at 7:22 p.m. and reconvened in Open Meeting.

OPEN MEETING

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

CONSIDER THE APPLICATION OF GARY ROBERTS TO ENROLL HIS BUSINESS, POP POP SODA SHOP, INTO THE SHERMAN DOWNTOWN OCCUPANCY INCENTIVE GRANT PROGRAM

ANNOUNCEMENTS

EXECUTIVE SESSION

OPEN MEETING

**DOWNTOWN
OCCUPANCY
INCENTIVE GRANT
PROGRAM
(POP POP SODA SHOP)**

COUNCIL MINUTES – MARCH 20, 2017

ACTION TAKEN.

Motion by Council Member Brown to approve the enrollment of Pop Pop Soda Shop, into the Downtown Occupancy Incentive Grant Program, as presented.

Second by Council Member Teamann.

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

VOTING NAY: Sofey.

MOTION CARRIED.

ADJOURNMENT

On Motion duly made and carried, the meeting adjourned at 7:23 p.m.

ADJOURNMENT

MAYOR _____

CITY CLERK



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

B.1.

Meeting Date: 04/03/2017

Prepared By: Zachary Flores, Police Chief

Approved By: Robby Hefton, City Manager

Caption:

SPECIAL PRESENTATION

The Sherman Police Department's Presentation of a Citizens Certificate of Merit to CrossFit Solus

Issue:

Recognition of a local business for their contributions to the Sherman Police Department's Bike Program

Background:

The Sherman Police Department would like to recognize the contributions of CrossFit Solus by presenting them with a Citizens Certificate of Merit for organizing an event and receiving donations for the purchase of six (6) bicycles for the Police Department's Bike Program.

Origination:

Sherman Police Department

Financial Consideration:

There is no financial impact to be considered.

Staff Recommendation:

There is no Council action needed at this time.



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

C.1.

Meeting Date: 04/03/2017

Prepared By: Linda Ashby, City Clerk

Approved By: Robby Hefton, City Manager

Caption:

PROCLAMATION

"Child Abuse Prevention and Awareness Month" – April 2017

Issue:

To present a proclamation designating April 2017 as "Child Abuse Prevention and Awareness Month" in Sherman

Background:

Each year, April is designated as the month to increase awareness and prevention of child abuse. By promoting safety and awareness, cities can help make a difference in the lives of children across the country. The Children's Advocacy Center works hard to increase awareness of child abuse and to provide investigation, prosecution, and medical and therapeutic treatment of child abuse.

Origination:

The request for this proclamation originated with Mayor David Plyler and Council Member Kevin Couch.

Financial Consideration:

There is no financial consideration to the City.

Staff Recommendation:

It is the recommendation of the staff to present a proclamation proclaiming April 2017 as "Child Abuse Prevention and Awareness Month."

Alternatives:

The Council could choose not to present the proclamation.

Attachments

"Child Abuse Prevention and Awareness Month" Proclamation

Proclamation

WHEREAS, more than 66,721 cases of child abuse and neglect were confirmed in Texas during the fiscal year of 2015, and

WHEREAS, child abuse prevention is a community responsibility, and finding solutions depends on involvement among all people, and

WHEREAS, effective child abuse prevention programs succeed because of partnerships among a variety of entities including but not limited to, schools, religious organizations, law enforcement agencies, child protective services, prosecution agencies, medical professionals, mental health professionals, children's advocacy centers, and other community-based, non-profit organizations, and

WHEREAS, everyone in the community should become more aware of child abuse prevention and consider helping parents raise their children in safe, nurturing environments as well as supporting local professionals dedicated to meeting the needs of child abuse victims.

NOW THEREFORE, I, David Plyler, Mayor of the City of Sherman, Texas, by the authority vested in me, do hereby proclaim April 2017

CHILD ABUSE PREVENTION AND AWARENESS MONTH

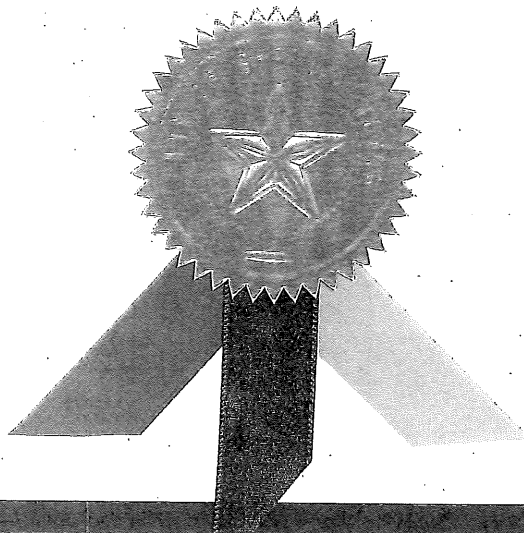
in the City of Sherman and urge all citizens to work together to reduce child abuse and neglect and to significantly improve the response of our community when child abuse occurs in the months and years ahead.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Sherman to be affixed, this the 3rd day of April, 2017.

Mayor

ATTEST:

Sinde Ashby
City Clerk





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

C.2.

Meeting Date: 04/03/2017

Prepared By: Linda Ashby, City Clerk

Approved By: Robby Hefton, City Manager

Caption:

PROCLAMATION

"Sexual Assault Awareness Month" – April 2017

Issue:

To present a proclamation designating April 2017 as "Sexual Assault Awareness Month" in Sherman

Background:

Each year, the Grayson Crisis Center recognizes "Sexual Assault Awareness Month" and works to make the citizens of Sherman aware of the problem of sexual assault.

Origination:

The request for this proclamation originated with the Grayson Crisis Center.

Financial Consideration:

There is no financial consideration to the City.

Staff Recommendation:

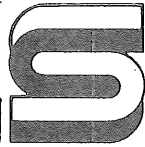
It is the recommendation of the staff to present a proclamation proclaiming April 2017 as "Sexual Assault Awareness Month."

Alternatives:

The Council could choose not to present the proclamation.

Attachments

"Sexual Assault Awareness Month" Proclamation



Proclamation

WHEREAS, April is Sexual Assault Awareness Month, and all over the country organizations like the Crisis Center have pledged to educate and support their communities about the devastating effects of sexual assault, and

WHEREAS, community involvement is necessary to end sexual assault, and the Crisis Center and the City of Sherman recognize the difficulties victims have when reporting sexual assault, and

WHEREAS, the Grayson Crisis Center has responded to over thirty sexual assault calls since the inception of the Sexual Assault Response Team on October 1; and one in five women and one in twenty men will experience sexual assault in their lifetime, and

WHEREAS, community partners include the Sherman Police Department, local law enforcement, area hospitals and organizations; and the Crisis Center and the City of Sherman recognize the dedication of these organizations to end sexual assault in Grayson County.

NOW THEREFORE, I, David Plyler, Mayor of the City of Sherman, Texas, by the authority vested in me, do hereby proclaim the month of April, 2017

SEXUAL ASSAULT AWARENESS MONTH

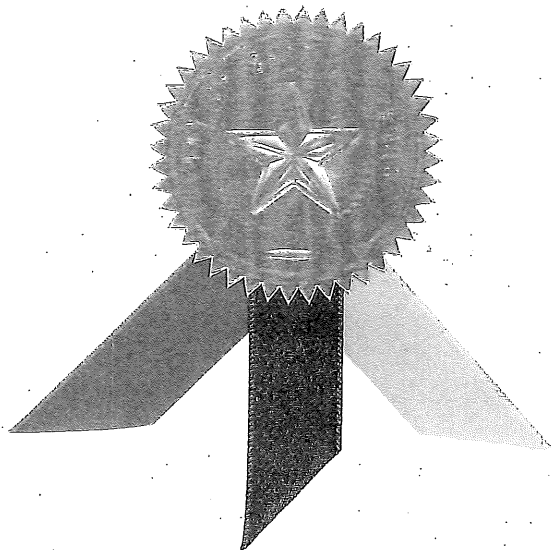
in the City of Sherman and encourage all citizens to increase their awareness and work to prevent sexual assault in our community and to unite together and with the Grayson Crisis Center to continue to make a difference.

I HEREBY CERTIFY, I have hereunto set my hand and caused the seal of the City of Sherman to be affixed this the 3rd day of April, 2017.

Mayor

ATTEST:

Ginda Ashby
City Clerk





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

C.3.

Meeting Date: 04/03/2017

Prepared By: Linda Ashby, City Clerk

Approved By: Robby Hefton, City Manager

Caption:

PROCLAMATION

"National Library Week" – April 9-15, 2017

Issue:

To present a proclamation designating April 9 through 15, 2017, as "National Library Week" in Sherman

Background:

Each year, "National Library Week" is celebrated to offer recognition to the important role that libraries play in our lives.

Origination:

The request for this proclamation originated with the Sherman Public Library.

Financial Consideration:

There is no financial consideration to the City.

Staff Recommendation:

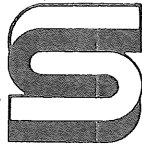
It is the recommendation of the staff to present a proclamation designating "National Library Week" during April 9 through 15, 2017.

Alternatives:

The Council could choose not to present the proclamation.

Attachments

"National Library Week" Proclamation



Proclamation

- WHEREAS, libraries have historically served as our nation's great equalizers of knowledge by providing free access to all, and
- WHEREAS, libraries work to meet the changing needs of their users, including building downloadable collections, involving teens in collection development and programming, and giving young people a chance to improve reading skills, and
- WHEREAS, our nation's libraries provide a forum for diverse ideas and points of view that help us better understand each other and ourselves, and
- WHEREAS, librarians help people of all ages and backgrounds find and interpret the information they need to live, learn, and work in a challenging economy, and
- WHEREAS, during April, Sherman's youngsters will enjoy Story Times, Young Readers, Preteen Reads, and a Sherman Public Library Advisory Teens meeting, and The Friends of the Sherman Public Library will host a Book Review Luncheon and invite the public to shop at their Spring Book Sale on April 22, 2017, and
- WHEREAS, libraries are part of the American dream, places for education, opportunity, and lifelong learning, and
- WHEREAS, libraries, librarians, library workers, and supporters across America are celebrating National Library Week.

NOW THEREFORE, I, David Nylor, Mayor of the City of Sherman, Texas, by the authority vested in me, do hereby proclaim April 9 through 15, 2017

NATIONAL LIBRARY WEEK

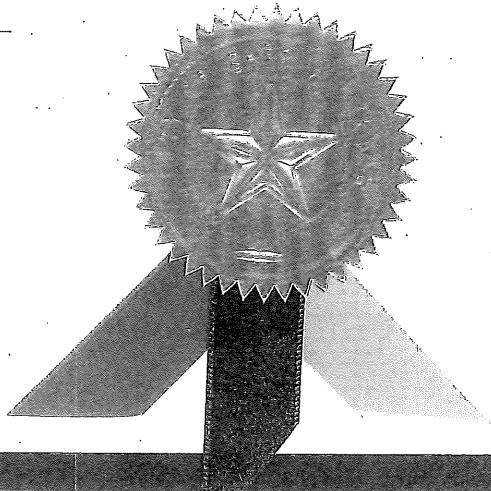
in the City of Sherman and urge all residents to visit the Sherman Public Library to take advantage of the wonderful library resources available. You belong at your library. I also encourage residents to thank their librarians and library workers for making information accessible to all who walk through the library's doors.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Sherman to be affixed, this the 3rd day of April, 2017.

Mayor

ATTEST:

Erin Ashby
City Clerk





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

D.1.

Meeting Date: 04/03/2017

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

CONSENT AGENDA

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

Issue:

- E. 2.** *** RESOLUTION NO. 6206**
Authorizing Execution of a Professional Services Agreement with Kimley-Horn and Associates, Inc. for the Engineering Design and Services for Repair of the South Travis Street Bridge over Post Oak Creek
- E. 3.** *** RESOLUTION NO. 6207**
Awarding a Bid to and Authorizing Execution of a Contract with Elite Six, LLC for the 2017 City Right-of-Way Rough Mowing Program
- F. 1.** *** REQUEST TO ADVERTISE**
Route Optimization Software
- F. 2.** *** REQUEST TO ADVERTISE**
Annual Requirements for Janitorial Services in Certain City-Owned Facilities
- G. 2.** *** OTHER BUSINESS**
Consider Request of the United Way of Grayson County to Temporarily Close Certain Streets for the "8th Annual United Way Hustle for Health" on Saturday, August 19, 2017
-



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

E.1.

Meeting Date: 04/03/2017

Prepared By: Brandon Shelby, City Attorney

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6205

Suspending the April 21, 2017 Effective Date of Oncor Electric Delivery Company's Requested Rate Change to Permit the City Time to Study the Request and to Establish Reasonable Rates; Approving Cooperation with the Steering Committee of Cities Served by Oncor to Hire Legal and Consulting Services and to Negotiate with the Company and Direct any Necessary Litigation and Appeals; Requiring Notice of this Resolution to the Company and Legal Counsel for the Steering Committee

Issue:

To suspend for up to 90 days the effective date of the rate increase proposed by Oncor Electric Delivery Company, providing time to study the request and establish reasonable rates in conjunction with the Steering Committee of Cities Served by Oncor.

Background:

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

The resolution suspends the April 21, 2017 effective date of the Company's rate increase for the maximum period permitted by law to allow the City, working in conjunction with the Steering Committee of Cities Served by Oncor, to evaluate the filing, determine whether the filing complies with law, and if lawful, to determine what further strategy, including settlement, to pursue.

The law provides that a rate request made by an electric utility cannot become effective until at least 35 days following the filing of the application to change rates. The law permits the City to suspend the rate change for 90 days after the date the rate change would otherwise be effective. If the City fails to take some action regarding the filing before the effective date, Oncor's rate request is deemed administratively approved. The Steering Committee's Legal Counsel strongly recommends action be taken to suspend the effective date on or before April 21, 2017.

Origination:

Geoffrey Gay and Thomas Brocato
Lloyd Gosselink Blevins Rochelle & Townsend, P.C.,
Legal Counsel to the Steering Committee of Cities Served by Oncor

Financial Consideration:

Residential customers would see an 11.8% increase in rates, or a monthly bill increase of approximately \$6.68. In addition, Oncor seeks to increase street lighting rates by 0.5%. Reasonable rate case expenses would be reimbursed by Oncor.

Staff Recommendation:

It is the staff's recommendation that the City Council approve Resolution No. 6205, as recommended by the Steering Committee's legal counsel.

Alternatives:

No alternatives are recommended.

Attachments

Resolution No.6205
Memo from Legal Counsel to Steering Committee
List of Steering Committee Cities Served by Oncor

RESOLUTION NO. 6205

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, SUSPENDING THE APRIL 21, 2017 EFFECTIVE DATE OF ONCOR ELECTRIC DELIVERY COMPANY'S REQUESTED RATE CHANGE TO PERMIT THE CITY TIME TO STUDY THE REQUEST AND TO ESTABLISH REASONABLE RATES; APPROVING COOPERATION WITH THE STEERING COMMITTEE OF CITIES SERVED BY ONCOR TO HIRE LEGAL AND CONSULTING SERVICES AND TO NEGOTIATE WITH THE COMPANY AND DIRECT ANY NECESSARY LITIGATION AND APPEALS; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL FOR THE STEERING COMMITTEE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, on or about March 17, 2017, Oncor Electric Delivery Company (Oncor), pursuant to PURA §§ 33.001 and 36.001 filed with the City of Sherman a Statement of Intent to increase electric transmission and distribution rates in all municipalities exercising original jurisdiction within its service area effective April 21, 2017; and

WHEREAS, the City of Sherman is a member of the Steering Committee of Cities Served by Oncor ("Steering Committee") and will cooperate with the 156 similarly situated city members and other city participants in conducting a review of the Company's application and to hire and direct legal counsel and consultants and to prepare a common response and to negotiate with the Company prior to getting reasonable rates and direct any necessary litigation; and

WHEREAS, PURA § 36.108 grants local regulatory authorities the right to suspend the effective date of proposed rate changes for ninety (90) days after the date the rate change would otherwise be effective; and

WHEREAS, PURA § 33.023 provides that costs incurred by Cities in ratemaking proceedings are to be reimbursed by the regulated utility;

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

SECTION 1. That the findings and recitations set out in the preamble to this resolution are found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes.

SECTION 2. That the April 21, 2017 effective date of the rate request submitted by Oncor on or about March 17, 2017, be suspended for the maximum period allowed by law to permit adequate time to review the proposed changes and to establish reasonable rates.

SECTION 3. That as indicated in the City's resolution approving membership in the Steering Committee, the Executive Committee of Steering Committee is authorized to hire and direct legal counsel and consultants, negotiate with the Company, make recommendations regarding reasonable rates, and to intervene and direct any necessary administrative proceedings or court litigation associated with an appeal of a rate ordinance and the rate case filed with the City or Public Utility Commission.

SECTION 4. That the City's reasonable rate case expenses shall be reimbursed by Oncor.

SECTION 5. That a copy of this Resolution shall be sent to Oncor, in care of Howard Fisher, Oncor Electric Delivery Company, LLC, 1616 Woodall Rodgers Freeway, Dallas, Texas 75202 and to Thomas Brocato, Counsel to the Steering Committee, at Lloyd Gosselink Rochelle & Townsend, P.C., P.O. Box 1725, Austin, Texas 78767-1725.

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

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

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

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

Mr. Brocato's Direct Line: (512) 322-5857
Email: tbrocato@lglawfirm.com

MEMORANDUM

TO: Steering Committee of Cities Served by Oncor Members
FROM: Geoffrey Gay
Thomas Brocato *T.B.*
DATE: March 17, 2017
RE: Oncor Electric Delivery Company's Statement of Intent to Increase Rates
Suspension Packet

ACTION REQUIRED TO SUSPEND THE EFFECTIVE DATE BY APRIL 21, 2017

Earlier today, Oncor filed a Statement of Intent to Increase Rates with all cities in its service area that retain original jurisdiction. The Company is seeking to increase rates by approximately \$317 million over rates currently in place, or approximately 7.5% over present revenues. Residential customers would see an 11.8% increase in rates. If approved, a residential customer using 1000 kWh per month would see a bill increase of about \$6.68 per month. Additionally, the Company proposes to increase street lighting rates by 0.5%.

The rate increase requested by Oncor will become effective on April 21, 2017, unless the city takes action to suspend the effective date. The statute permits cities to extend the effective date by up to 90 days in order to study the filing. **The city must take action to suspend the effective date by April 21, 2017.** If your city does not have a regular council meeting scheduled before April 21st or is otherwise unable to take action on the suspension resolution by April 21st, please contact me as soon as possible.

Attached to this memo is a model suspension resolution and staff report. In the past, Oncor local managers have provided cities with a model denial resolution and may recommend that the city immediately deny the rate request. If this occurs, we do not recommend that you deny the request at this time. Suspending the effective date allows cities more time to review the application and decide on the final action, including settlement or denial of Oncor's requested rate increase.

The Steering Committee of Cities Served by Oncor will hold a conference call of all Steering Committee members later this month to discuss Oncor's rate request. During the call there will also be an opportunity for Steering Committee members to discuss strategy with Steering Committee consultants and attorneys.

If you have any questions, please feel free to contact Thomas (512/322-5857, tbrocato@lglawfirm.com).

STEERING COMMITTEE CITIES SERVED BY ONCOR (Total 156)

Addison	Fate	Oak Leaf
Allen	Flower Mound	Oak Point
Alvarado	Forest Hill	Odessa
Andrews	Fort Worth	O'Donnell
Anna	Frisco	Ovilla
Archer City	Frost	Palestine
Argyle	Gainesville	Pantego
Arlington	Garland	Paris
Azle	Glenn Heights	Plano
Bedford	Grand Prairie	Pottsboro
Bellmead	Granger	Prosper
Belton	Grapevine	Ranger
Benbrook	Haltom City	Rhome
Beverly Hills	Harker Heights	Richardson
Big Spring	Haslet	Richland
Breckenridge	Heath	Richland Hills
Bridgeport	Henrietta	River Oaks
Brownwood	Hewitt	Roanoke
Buffalo	Highland Park	Robinson
Burkburnett	Honey Grove	Rockwall
Burleson	Howe	Rosser
Caddo Mills	Hurst	Rowlett
Cameron	Hutto	Sachse
Canton	Iowa Park	Saginaw
Carrollton	Irving	Sansom Park
Cedar Hill	Jolly	Seagoville
Celina	Josephine	Sherman
Centerville	Justin	Snyder
Cleburne	Kaufman	Southlake
Coahoma	Keller	Springtown
Colleyville	Kennedale	Stephenville
Collinsville	Kerens	Sulphur Springs
Colorado City	Killeen	Sunnyvale
Comanche	Krum	Sweetwater
Commerce	Lake Worth	Temple
Coppell	Lakeside	Terrell
Copperas Cove	Lamesa	The Colony
Corinth	Lancaster	Trophy Club
Crowley	Lewisville	Tyler
Dallas	Lindale	University Park
Dalworthington Gardens	Little Elm	Venus
DeLeon	Little River Academy	Waco
De Soto	Malakoff	Watauga
Denison	Mansfield	Waxahachie
Duncanville	McKinney	Westover Hills
Early	Mesquite	White Settlement
Eastland	Midland	Wichita Falls
Edgecliff Village	Midlothian	Willow Park
Ennis	Murchison	Woodway
Euless	Murphy	Wylie
Everman	New Chapel Hill	
Fairview	North Richland Hills	
Farmers Branch	Northlake	



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

E.2.

Meeting Date: 04/03/2017

Prepared By: Clint Philpott, Director of Engineering

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 6206**

Authorizing Execution of a Professional Services Agreement with Kimley-Horn and Associates, Inc. for the Engineering Design and Services for Repair of the South Travis Street Bridge over Post Oak Creek

Issue:

To consider a contract for professional services with Kimley-Horn and Associates, Inc. for the engineering design and services for repair of the South Travis Street Bridge over Post Oak Creek

Background:

In 2016, the Texas Department of Transportation (TxDOT) submitted their Bridge Report for Off-Site Bridges within Sherman, TX. This report is updated every four years. The South Travis Street bridge is in need of deck and beam repair and railing improvements. The bridge is still safe for travel; but these repairs are necessary in order to protect the bridge for its long-term future use. The repair and improvements will include guardrail upgrades and small structural repairs per the TxDOT Report.

Origination:

Engineering Department

Financial Consideration:

The total contract cost will be approximately \$72,000.00. This project will be paid out of the Capital Improvement Project Fund.

Staff Recommendation:

It is recommended that the Professional Services Agreement with Kimley-Horn and Associates, Inc. for engineering design and services to repair the South Travis Street Bridge over Post Oak Creek be approved and executed by the City Council.

Alternatives:

As may be directed by the City Council

Attachments

Resolution No. 6206

Professional Services Agreement

Location Map

RESOLUTION NO. 6206

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 AND SERVICES FOR REPAIR OF THE SOUTH TRAVIS STREET BRIDGE OVER POST OAK CREEK; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a Professional Services Agreement with Kimley-Horn and Associates, Inc. for engineering design and services for repair of the South Travis Street Bridge over Post Oak Creek, in accordance with all contract documents attached hereto and made a part hereof for all purposes.

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

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

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY,
CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

BY: _____
BRANDON S. SHELBY,
CITY ATTORNEY

AGREEMENT FOR PROFESSIONAL SERVICES

THIS Agreement for Professional Services ("Agreement") is entered into _____, 2017 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:

S. TRAVIS STREET BRIDGE IMPROVEMENTS 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 _____, 2017, with an original to each party.

COMPANY: KIMLEY-HORN AND ASSOCIATES, INC.

BY: 

NAME: G. Brad Tribble

TITLE: Senior Vice President

ATTEST: BY: _____

NAME: _____

TITLE: _____

CITY: CITY OF SHERMAN

BY: _____

NAME: Robby Hefton

TITLE: City Manager

ATTEST: BY: _____

NAME: Linda Ashby

TITLE: City Clerk

APPROVAL RECOMMENDED:



Clint Philpott, P.E. / Director of Engineering

APPROVED AS TO FORM:

Brandon S. Shelby, City Attorney

Exhibit A

Scope of Services

Bridge Improvements

At

South Travis Street

Project Understanding

The City of Sherman (City) is contracting with Kimley-Horn, Inc. (Engineer) to provide professional engineering services for improvements to the South Travis Street bridge over Post Oak Creek. The project includes:

- Improvements to the existing bridge railing;
- Structural repairs to the reinforced concrete deck;
- Structural repairs to the bridge beams;
- Structural repairs to the reinforced concrete bents.

Scope of Services

1. Survey

Consultant will use available aerial mapping for referencing the project location and limits. No other survey will be provided. Bridge details and repair locations will be generated from field visits and record drawings.

2. Preliminary Design (30%)

Consultant will provide engineering services and prepare the preliminary plans for each bridge location. Services in this phase will include:

2.1. Project Meetings, Coordination, and Correspondence

- 2.1.1 Develop project production plan, including documenting design criteria, project schedule, and milestones.
- 2.1.2 Conduct one (1) progress meeting with City staff.
- 2.1.3 Prepare and maintain a project schedule.
- 2.1.4 Project administration, including preparation of project correspondence and invoicing documents.
- 2.1.5 Project site visits (up to two (2) visits).
- 2.1.6 Develop and implement project specific QA/QC protocol.

2.2. Data Collection (Provided by the City)

- 2.2.1 Design criteria, standard details, and technical specifications for bridge elements.
- 2.2.2 Record drawings for existing structures.
- 2.2.3 Construction contract template.
- 2.2.4 Latest BRINSAP report.

2.3. Bridge Improvements

2.3.1 Conceptual repair plans at South Travis Street:

- Superstructure layout (deck and beam) with repair locations;
- Bent layout with repair locations;
- Conceptual repair details.

2.3.2 Conceptual bridge railing improvements:

- Conceptual plan view;
- Conceptual vertical profile;
- Bridge typical section with conceptual rail modifications;

2.3.3 Proposed construction staging areas.

2.4. Prepare conceptual Traffic Control Plan.

2.5. Perform internal quality control review.

2.6. Prepare conceptual Opinion of Probable Construction Cost (OPCC).

2.7. Preliminary design submittal

- 2.7.1 Submit up to three (3) 22"x34" full-size and three (3) 11"x17" half-size sets of plans to the City, including PDF format.

3. Pre-Final Design (95%)

Consultant will provide engineering services and prepare pre-final plans. Services in this phase will include:

3.1. Bridge Improvements

3.1.1 Pre-Final repair plans:

- Superstructure layout (deck and beam) with repair locations;
- Bent layout with repair locations;
- Repair details;
- General Notes;
- Technical specifications.

3.1.2 Pre-Final bridge railing improvements:

- Plan view;
- Vertical profile;
- Bridge typical section with rail modifications;
- Plan details;
- General Notes;
- Technical specifications.

3.1.3 Proposed construction staging areas.

3.2. Traffic Control Plan for each location.

3.3. Perform internal quality control review.

3.4. Prepare Opinion of Probable Construction Cost (OPCC).

3.5. Prepare Project Manual and specifications.

3.6. Pre-Final design submittal

3.6.1 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 PDF format.

4. Final Design (100%)

Consultant will address final comments from the City and prepare final documents for bidding. Consultant will 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 PDF format. Consultant will also provide a final OPCC.

5. Bid Phase Services

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

6. Construction Phase Services

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. The budgeted fee identified allows for approximately 30 hours of Consultant's labor and anticipated expenses.

- 6.1. *Pre-Construction Conference.* Attend the Pre-Construction Conference prior to commencement of Work at the Site.
- 6.2. *Clarifications and Interpretations.* Issue clarifications and interpretations of the Contract Documents (plans and project manuals) to City 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 the City.
- 6.3. *Change Orders.* Recommend Change Orders to City, as appropriate. Review and make recommendations related to Change Orders submitted or proposed by the Contractor.
 - 6.4. *Disagreements between City and Contractor.* Render written decision on all claims of City 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 City or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
 - 6.5. *Substantial Completion.* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with City 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 City, Engineer considers the Work substantially complete, Engineer shall notify Client and Contractor.
 - 6.6. *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.
 - 6.7. 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.

7. Record Drawings

- 7.1. Prepare project "Record Drawings" based on information provided by the Contractor and/or the 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:
 - 7.1.1 One (1) set of reproducible (22" x 34") Record Drawings.
 - 7.1.2 One (1) set of PDF format Record Drawings (each sheet will be a separate PDF file).

8. 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:

- 8.1. Topographic Survey;
- 8.2. Hydraulic & Hydrologic modeling;
- 8.3. Erosion Protection;
- 8.4. Geotechnical Engineering;
- 8.5. Utility engineering or relocations;
- 8.6. Franchise Utility coordination;
- 8.7. Construction staking;
- 8.8. Title Research;

- 8.9. Renderings or sketches;
- 8.10. Design of any offsite improvements beyond the improvements identified in the scope;
- 8.11. Preparation for and attendance at public meetings;
- 8.12. Hydrologic and hydraulic studies, including but not limited to:
 - Conditional Letter of Map Revision (CLOMR);
 - Letter of Map Revision (LOMR);
 - Floodplain development permit;
 - Floodplain Study Report;
 - Coordination or submittals to FEMA;
 - Hydrologic Analysis
 - Additional alternatives for hydraulic analysis.
- 8.13. Furnish additional copies of review documents and/or bid documents more than the number of the same identified above;
- 8.14. Construction Phase Services beyond those specified in Task 7;
- 8.15. Assist the City as an expert witness in litigation in connection with the project or in hearings before approving and regulatory agencies;
- 8.16. 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.
- 8.17. Environmental Services such as preparing an archeological survey, pedestrian survey, biologic survey, nationwide permit with notification, and individual permit application.

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:

Lump Sum (LS)	Task Fee
Task 4 – Preliminary Design	\$ 36,700
Task 5 – Final Design	\$ 20,400
Subtotal (LS):	\$ 57,100
Hourly/Reimbursable (CP)	Task Fee (estimated)
Task 6 – Bid Phase Services	\$ 2,600
Task 7 – Construction Phase Services	\$ 6,200
Task 8 – Record Drawings	\$ 5,900
Subtotal (CP):	\$ 14,700
TOTAL:	\$ 71,800

Engineer will perform the **Lump Sum Tasks** identified in the Scope of Services for a fee of **\$57,100**.

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 **\$14,700** 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. Engineer (Kimley-Horn) 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.

South Travis Street Bridge Over Post Oak Creek



1 inch = 500 feet





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

E.3.

Meeting Date: 04/03/2017

Prepared By: Clint Philpott, Director of Engineering

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 6207**

Awarding a Bid to and Authorizing Execution of a Contract with Elite Six, LLC for the 2017 City Right-of-Way Rough Mowing Program

Issue:

To consider awarding a bid to and authorizing execution of a contract with Elite Six, LLC for the annual rough mowing of City right-of-way areas

Background:

City staff contracts annually for various types of mowing. At the December 19, 2016 regular meeting, the City Council approved a request to advertise for public bids. Three bids were accepted and opened on January 17, 2017. On March 6, 2017, the City Council rejected the bids for rough mowing only and directed the staff to re-bid this type of mowing. On March 28, 2017, six bids were accepted and opened. City staff recommends the award and authorization of this contract to the lowest bidder, Elite Six, LLC of Durant, Oklahoma, in the amount of \$1,549.00 per mowing cycle. Annual costs are estimated to be \$23,235.00.

Origination:

Street Maintenance Department

Financial Consideration:

Funds have been budgeted in the 2016-2017 fiscal year budget.

Staff Recommendation:

Award the bid and authorize the City Manager to execute a contract with Elite Six, LLC of Durant, Oklahoma.

Alternatives:

As may be directed by the City Council

Attachments

Resolution No. 6207

Contract for Rough Mowing

Bid Tabulation

Location Maps - Rough Mowing Areas

RESOLUTION NO. 6207

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH ELITE SIX, LLC FOR THE 2017 CITY RIGHT-OF-WAY ROUGH MOWING PROGRAM; 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 Elite Six, LLC of Durant, Oklahoma, is hereby awarded the City of Sherman's 2017 City Right-of-Way Rough Mowing contract, in accordance with all bid documentation attached hereto and incorporated herein for all purposes.

SECTION 2. That the City Manager is hereby authorized and directed, subject to all contract documents being completed and approved as to form and content by the City Attorney, to execute a contract with Elite Six, LLC for the City of Sherman's 2017 City Right-of-Way Rough Mowing Program, in the same or substantially same form as the contract documents to be attached hereto and incorporated herein for all purposes.

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 _____, 2017.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

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



**CITY OF SHERMAN
STANDARD CONTRACT**

This Agreement is made by and between the City of Sherman, Texas, a home-rule municipality, hereinafter referred to as "Buyer", and the hereinafter named SELLER, referred to as the "Seller," for the sale of goods, materials and items specified hereinafter, and the Buyer and Seller hereby agree as follows:

Seller:

Glen Coffman (Elite Six)
Name

4910 SE 3rd AVE Durant OK, 74701
Address

Durant OK 74701
City, State, Zip

580-222-3663
Telephone

gerry8941@gmail.com
Email

DESCRIPTION OF GOODS

This Contract is for the purchase by the City of Sherman, Texas, of the goods, services, materials and/or items described hereinafter as the "goods" or the subject of this Contract, and such parts, attachments, accessories, devices, and apparatus as may be considered an integral part of the Goods or necessary for the proper use or application of the Goods, whether or not specified herein. The Goods are more specifically described as follows:

Rough mowing -

[CHECK ONE:]

_____ This contract is a "fixed price – fixed quantity" Contract for the purchase of the specified quantity at the specified price. The full quantity of the Goods shall be delivered to and received at the designated point or points of delivery no later than the date specified herein below. This date is a material term and condition of the Contract and, in connection with the delivery date, time is and shall be of the essence.

Date of Delivery

OR

 X This Contract is for a specific duration wherein the Seller will supply, furnish and deliver at the designated point or points of delivery the specified Goods in the quantities requested by Buyer at the time of Buyer's order. The delivery date(s) shall be set forth in Buyer's order. This Contract is not intended to be and shall not be construed as an exclusive requirements contract. This Contract is non-exclusive and Buyer may acquire any or all of its requirements for the specified Goods from Seller or any other source deemed appropriate by Buyer. This Contract may extend for four additional one (1) year periods upon notice of intent to renew being issued in writing by the City within forty-five (45) days prior to Contract expiration date.

DURATION: From April 3, 2017 to February 28, 2017

PAYMENT TERMS

The purchase price of the Goods shall be that contained in the Seller's bid and specifically accepted in writing by Buyer. Seller shall submit separate invoices on each purchase order after each delivery. Invoices shall indicate the purchase order number, and shall be itemized. A copy of the packing slip should be attached to the invoice and mailed to the City of Sherman, Finance Department, PO Box 1106, Sherman, TX 75091-1106. Payment shall not be due until the above instruments are submitted, until the Goods have been received by Buyer, and until Buyer has had sufficient opportunity to inspect and exercise its right to accept or reject. Seller shall keep the Finance Department advised of any changes in their remittance addressees. In no event shall Buyer be responsible for interest of any kind on any funds due to Seller, and no term or provision contained in any Seller's invoice shall in any way modify, vary or alter the provisions hereof.

Buyer's obligation is payable solely from funds available for the purpose of the purchase. Lack of funds shall render this contract null and void and to the extent funds are not available, any delivered but unpaid for goods will be returned to Seller by Buyer.

CONTRACT TERMS AND CONDITIONS

This Contract is made and entered into between the parties hereto in accordance with and subject to the following additional terms and conditions:

1. **SELLER TO PACKAGE GOODS:** Seller will package Goods in accordance with good commercial practice. Each shipping container shall be clearly marked and permanently

packed as follows: (a) Seller's name and address; (b) Consignee's name, address, and purchase order number; (c) Container number and total number of containers, e.g. box 1 of 4 boxes; and (d) the number of the container bearing the packing slip. Seller shall bear cost of packing unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirement of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipment not accompanied by packing lists.

2. **SHIPMENT UNDER RESERVATION PROHIBITED:** Seller is not authorized to ship the Goods under reservation and no tender of a bill of lading will operate as a tender of goods.
3. **TITLE AND RISK OF LOSS:** The title and risk of loss of the Goods shall not pass to the Buyer until the Buyer actually receives and takes possession of the Goods at the point or points of delivery.
4. **DELIVERY TERMS AND TRANSPORTATION CHARGES:** F.O.B. Destination Freight Prepaid unless delivery terms are specified otherwise in the bid; Seller shall pay for the transportation costs.
5. **NO PLACEMENT OF DEFECTIVE TENDER:** Every tender or delivery of Goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender, provided, where the time for performance has not yet expired, the Seller may reasonably notify Buyer of his intention to cure and may then make a conforming tender within the contract time but not afterward.
6. **PLACE OF DELIVERY:** The place of delivery shall be that set forth on the purchase order or in any other written designation by Buyer. The terms of this agreement are "no arrival, no sale."
7. **RIGHT OF INSPECTION:** Buyer shall have the right to inspect the goods at delivery before accepting them.
8. **REJECTION OF GOODS:** It is agreed that if Buyer rejects any of the goods sold pursuant to this agreement, Buyer's only duty shall be to reasonably notify Seller of the rejection and hold the goods for the disposition of Seller, and it is agreed that under no circumstances shall Buyer be required to resell the rejected goods or incur the cost to deliver same to Seller.
9. **GRATUITIES:** The Buyer may, by written notice to the Seller, cancel this contract without liability to the Seller if it be determined by the Buyer that gratuities, in the form of entertainment, gifts, or otherwise were offered or given by the Seller, or any agent or representative of the Seller, to any officer or employee of City of Sherman with view toward securing the contract or securing favorable treatment with respect to awarding or amending, or the making of any determination with respect to the performing of such a Contract. In the event this Contract is canceled by Buyer pursuant to this provision, Buyer shall be entitled in addition to any other rights and remedies, to recover and withhold the amount of the cost incurred by the Seller in providing such gratuities.

10. **SPECIAL TOOLS AND TEST EQUIPMENT:** If the price stated on the face hereof includes the cost of any special tooling or any special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the Buyer and to the extent feasible shall be identified by the Seller as such.

11. **WARRANTY – PRICE:** The price to be paid by the Buyer shall be that contained in the Seller's bid which Seller warrants to be no higher than Seller's current prices on orders for products of the kind and specification covered by the agreement for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others, or in the alternative, Buyer may cancel this contract without liability for breach or Seller's actual expense.

The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach of violation of this warranty, the Buyer shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

12. **WARRANTY-PRODUCTS:** Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer. No such attempts to limit, disclaim or exclude any warranties, whether of fitness, merchantability or otherwise, by Seller shall be binding or effective. Seller warrants that the Goods furnished will conform to the specifications, drawings, and descriptions listed in the bid invitation and to the sample(s) furnished by Seller, if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.

13. **SAFETY WARRANTY:** Seller warrants the product sold to the Buyer shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event that the products do not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event that Seller fails to make the appropriate correction within a reasonable time, any correction made by Buyer will be at Seller's expense.

14. **NO WARRANTY BY BUYER AGAINST INFRINGEMENTS:** As part of this contract for sale, Seller agrees to ascertain whether goods manufactured in accordance with the specifications attached to this agreement will give rise to the rightful claim of any third person by way of infringement or the like. Buyer makes no warranty that the production of goods according to the specifications will not give rise to such claim, and in no event shall Buyer be liable to Seller in the event that Seller issued on the grounds of infringement or the like. If Seller is of the opinion that an infringement or the like will result, he will notify Buyer to this effect in writing or the like, within two weeks after the signing of this agreement. If Buyer does not receive notice and a claim is asserted or Buyer is subsequently held liable for the infringement or the like, Seller will indemnify, defend and save Buyer harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement or the like, this

contract shall be null and void except that Buyer will pay Seller the reasonable cost of his search as to infringements.

15. **CANCELLATION:** Buyer shall have the right to cancel for default on all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof including warranties of Seller or the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any remedies which Buyer may have at law or equity. The Buyer may for any reason whatsoever terminate performance under this Contract by the Seller for convenience at any time. The Buyer shall give notice of such termination to the Seller specifying when termination becomes effective. Goods received but unopened or unused shall be made available to Seller for delivery. Buyer will, in the event of termination, remit such sums to Seller as may be due only for those Goods retained by Buyer.

16. **FORCE MAJEURE:** If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligation under the Agreement, then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after the occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as is effected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereafter provided, but for no longer periods and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term "Force Majeure" as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbance, act of public enemy, orders of any kind of government of the United States or State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals, or other causes not reasonably within control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirements that any Force majeure shall be remedied with all reasonable dispatch shall not require the settlements of strikes and lockouts by exceeding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

17. **ASSIGNMENT – DELEGATION:** No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. An attempted assignment or delegation of Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

18. **MODIFICATIONS:** This contract can be modified or rescinded only in writing signed by both parties and their duly authorized agents.

19. **WAIVER:** No claim or right arising out of a breach in contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

20. **INTERPRETATION-PAROL EVIDENCE:** This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive

statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.

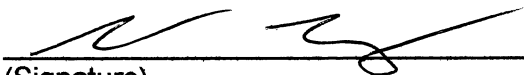
21. **APPLICABLE LAW:** This agreement shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.
22. **ADVERTISING:** Seller shall not advertise or publish, without Buyer's prior written consent, the fact that Buyer has entered into this contract, except to the extent necessary to comply with prior requests for information from an authorized representative of federal, state or local government.
23. **RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.
24. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS:** No officer or employee shall have a financial interest, direct or indirect, in any contract with the City, or be financially interested, directly or indirectly, in the sale to the City of any land, materials, supplies, or services, except on behalf of the City as an officer or employee. Any knowing and willful violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall forfeit his office or position. Any violation of this section with the knowledge, express or implied, of the person or corporation contracting with the governing body of the City shall render the contract involved voidable by the City Manager or the City Council.
25. **ENTIRE AGREEMENT:** This Contract, and all Specifications and Addenda attached thereto, constitute the entire and exclusive agreement between the Buyer and Seller with reference to the Goods. Specifically, but without limitation, this Contract supersedes any bid documents and all prior written or oral communications, representations and negotiations, if any, between the Buyer and Seller not expressly made a part hereof.

INDEMNITY AND DISCLAIMER: BUYER SHALL NOT BE LIABLE OR RESPONSIBLE FOR, AND SHALL BE INDEMNIFIED, HELD HARMLESS AND RELEASED BY SELLER FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY CHARACTER, TYPE, OR DESCRIPTION, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES FOR INJURY OR DEATH TO ANY PERSON, OR INJURY OR LOSS TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS, INCLUDING THE SELLER, OR PROPERTY, ARISING OUT OF, OR OCCASIONED BY, DIRECTLY OR INDIRECTLY, THE PERFORMANCE OF SELLER UNDER THIS CONTRACT, INCLUDING CLAIMS AND DAMAGES ARISING IN

WHOLE OR IN PART FROM THE NEGLIGENCE OF BUYER, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE BUYER UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS INDEMNIFICATION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. IT IS THE EXPRESSED INTENT OF THE PARTIES TO THIS AGREEMENT THAT THE INDEMNITY PROVIDED FOR IN THIS CONTRACT IS AN INDEMNITY EXTENDED BY SELLER TO INDEMNIFY AND PROTECT BUYER FROM THE CONSEQUENCES OF THE SELLER'S AS WELL AS THE BUYER'S NEGLIGENCE, WHETHER SUCH NEGLIGENCE IS THE SOLE OR PARTIAL CAUSE OF ANY SUCH INJURY, DEATH, OR DAMAGE. IN ADDITION, CONTRACTOR SHALL OBTAIN AND FILE WITH OWNER CITY OF SHERMAN A STANDARD CERTIFICATE OF INSURANCE AND APPLICABLE POLICY ENDORSEMENT EVIDENCING THE REQUIRED COVERAGE AND NAMING THE OWNER CITY OF SHERMAN AS AN ADDITIONAL INSURED ON THE REQUIRED COVERAGE.

26. **GOVERNING LAW:** The Contract shall be governed by the laws of the State of Texas. Venue for any causes of action arising under the terms or provisions of this Contract or the Goods to be delivered hereunder shall be in the courts of Grayson County, Texas.
27. **SUCCESSORS AND ASSIGNS:** The Buyer and Seller bind themselves, their successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in this Contract. The Seller shall not assign this Contract without written consent of the Buyer.
28. **SEVERABILITY:** The provisions of this Contract are herein declared to be severable; in the event that any term, provision or part hereof is determined to be invalid, void or unenforceable, such determination shall not affect the validity or enforceability of the remaining terms, provisions and parts, and this Contract shall be read as if the invalid, void or unenforceable portion had not been included herein.
29. **NOTICES:** All notices required by this Contract shall be presumed received when deposited in the mail properly addressed to the other party at the address set forth herein or set forth in a written designation of change of address delivered to all parties.

EXCUTED this 28th day of MARCH, _____
SELLER:


(Signature)

Glen Coffman / owner
(Type/Print Name and Title/Position)

4910 SE 3rd AVE
(Address)

Durant OK, 74701
(City, State, Zip)

CITY OF SHERMAN:

By: _____
Robby Hefton,
City Manager
220 W. Mulberry
Sherman, TX 75090

ATTEST:

By: _____
Linda Ashby,
City Clerk

APPROVED:

Brandon Shelby
City Attorney

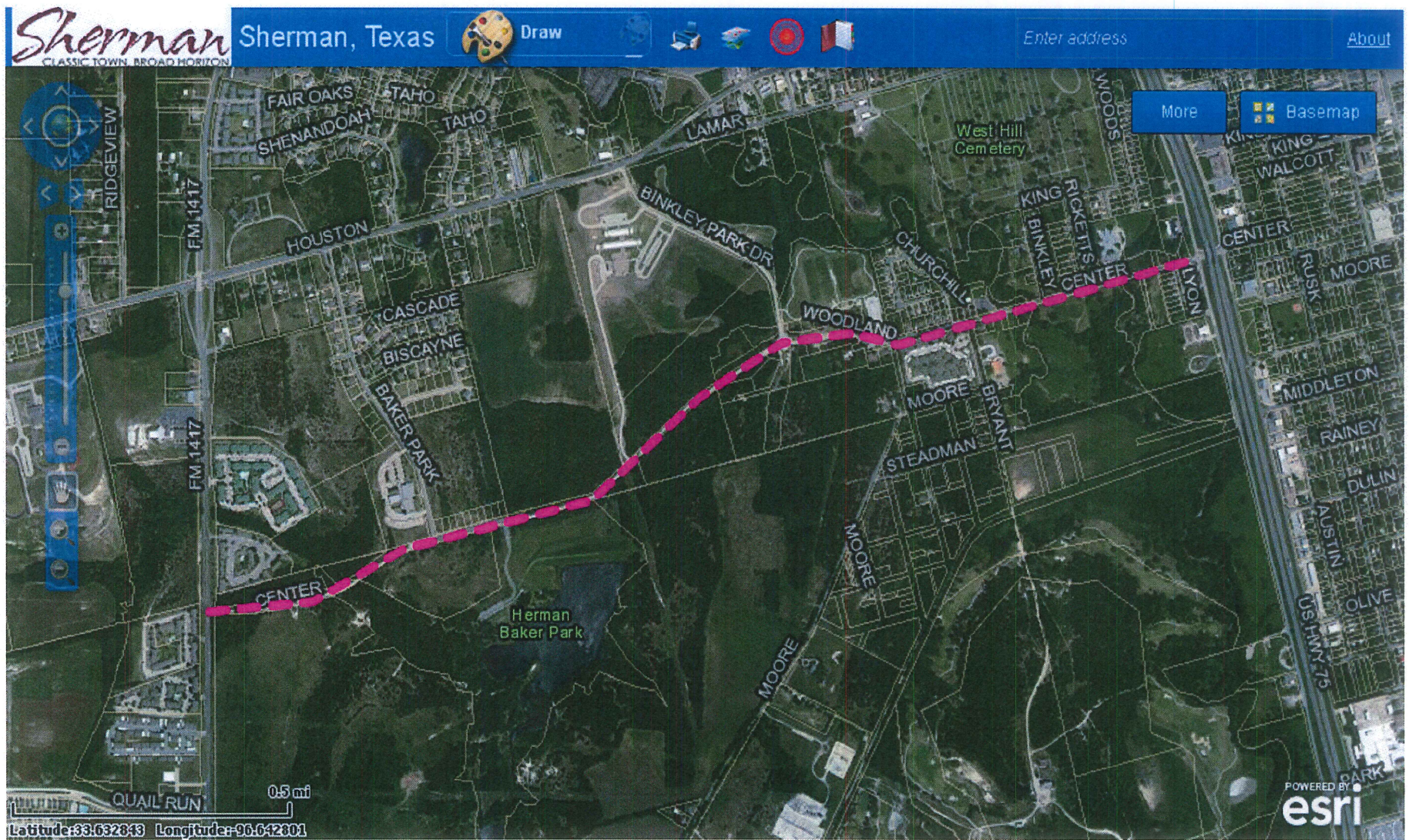
CITY OF SHERMAN
 BID TABULATION
 Requirements for Mowing Services
 BID OPENING Tuesday, March 28, 2017; 2:00 PM

Vendor	EXHIBIT A: Right-of-Way Rough Mowing (Grand Total for One Mow Per Location)	NOTES
Personal Touch mowing	\$ 11,516 ⁰⁰	
Elite Six	\$ 15,490 ⁰⁰	
Vallian Lawn Care	\$ 18,350 ⁰⁰	
Weldon Lawn and Tree	\$ 8,125 ⁰⁰	
C+M Mowing & Landscaping	\$ 8,325 ⁰⁰	
Glover Mowing & Landscape Co.	\$ 2,700 ⁰⁰	

"EXHIBIT C"
2017 MASTER MOW LIST: RIGHT-OF-WAY ROUGH MOWING LOCATIONS

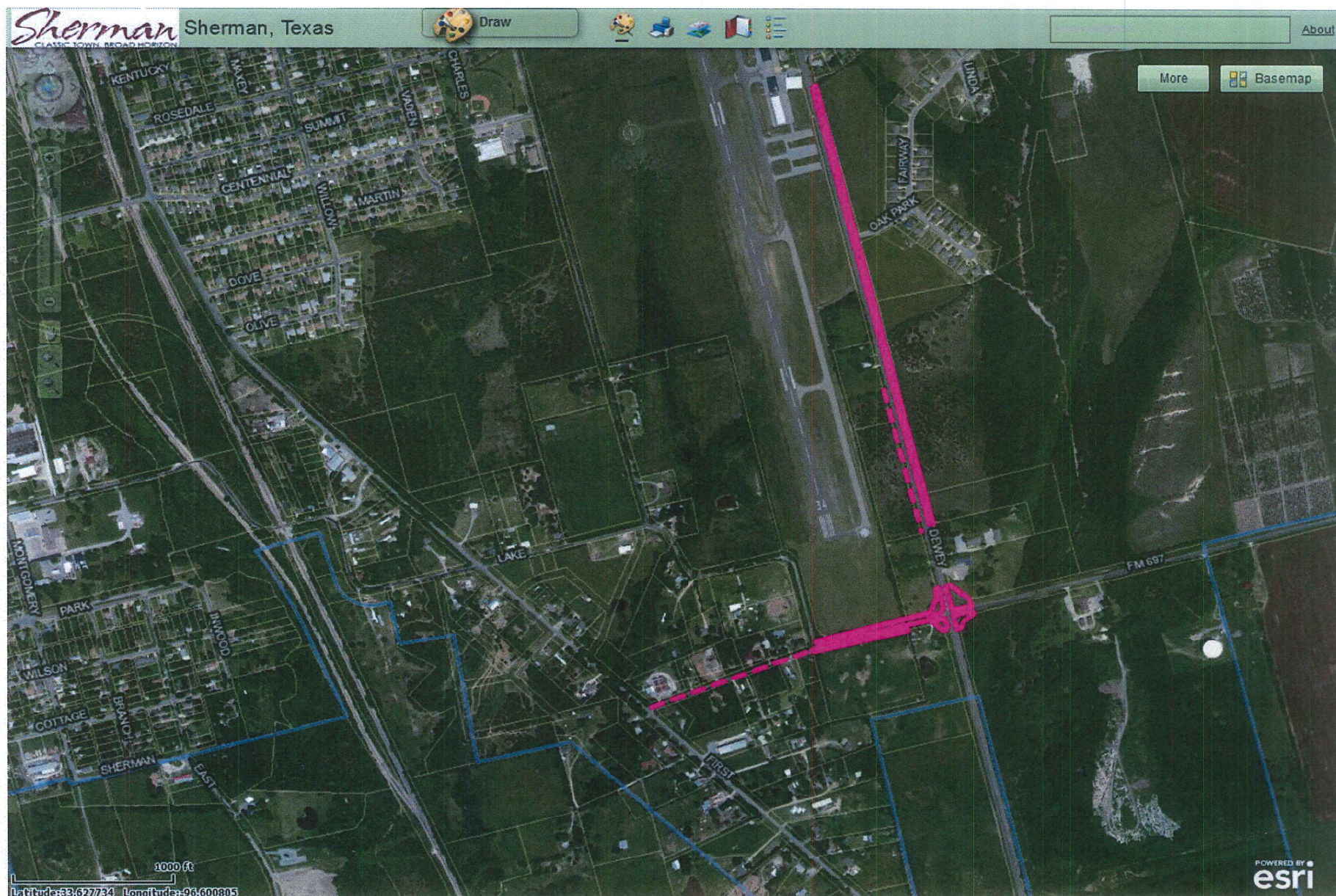
STREETS - 100-8-3132-85020					
PID	ROUGH Mow - Minimum ONE (1) per Month		MAP	PID	\$ per Mow
35	Center St. (all non maintained areas)	Center St. (Sam Rayburn to 1417)	32	35	\$
36	Dewey Ave. / Ida Rd ROW	Dewey Ave.(Airport S. to Ida Rd.) Ida Rd. (Dewey to First St)	33A-D	36	\$
37	Fallon Dr. ROW	Fallon (Theresa Dr. to Hwy. 75)	34	37	\$
38	First St. ROW (including mow back at all intersections)	First St. (Cherry St. to Hwy. 11)	35	38	\$
39	Frisco Rd. ROW	Frisco Road (Broughton to Fallon behind Midway Mall)	36	39	\$
40	Lamberth Rd and bridge	East of 1417 from Monte Cristo to east of bridge	37	40	\$
41	North Creek ROW	N. creek (Travis to Town Center)	38	41	\$
42	Travis St. ROW	S. Travis St. (Crockett south to bridge / state maintenance)	39	42	\$
43	Travis St. ROW	N. Travis (Taylor to North Creek Dr)	40	43	\$
44	ROW at King and at Wells	2 lots - (1) N of King (2) N of Wells	41	44	\$
45	OB Groner Rd ROW - WEST	East of Friendship to County Maintenance MAP 42A / Wilsonwood Estates MAP 42B	42A-B	45	\$
46	Park Avenue ROW and Inwood Street	Medians, curve and Inwood property	43	46	\$
47	Pecan - Kessler - Woods (Mow / weedeat as much drainage as possible)	1205 bounded by Pecan St.,Woods St. and Kessler Blvd.	44	47	\$
48	Gribble ST & Rosedale (Includes weedeat East side of Gribble drainage)	NW corner of airport property / Drainage between 165716 & 165717	45	48	\$
49	W. Canyon Grove Rd and Cinema	Travis to Walmart parking lot / Cinema and service road to Travis	46	49	\$
68	Arizona St. ROW - ROUGH MOW	Arizona St. Drainage Easement along FM 1417 from S. Dakota St. to S. Carolina St.	65	68	\$
69	Welcome to Sherman Flood-Bridge-E of creek - ROUGH MOW	1730 Houston/Lamar E of Sand Creek	66	69	\$
70	Bello Vista & Dripping Springs - ROUGH MOW	E side of Bello Vista by cemetery	67	70	\$
72	Birge St - ROUGH MOW	along RR Tracks from Woods St west to dead end	69	72	\$
	ROUGH Mow - Minimum THREE (3) Per Season				\$
50	Gallagher Rd. ROW	Gallagher (Frisco Rd. to Luther Knox) various undeveloped areas	47	50	\$
51	Gribble St. ROW	Gribble (Rosedale Park south to Lake Ave)	48	51	\$
52	Hickory St. ROW	Hickory (McClain St. to Hwy. 82)	49	52	\$
53	Lake St. ROW	Lake St. various places from Ida Rd to Montgomery	50	53	\$
54	Leslie lane ROW and Drainage Ditch	Leslie Lane (Patricia to Copley)	51	54	\$
55	Little Lane ROW	Little Lane (Washington to Lamberth)	52	55	\$
56	Moore St. ROW	Moore St. (Bryant to 1417)	53	56	\$
57	OB Groner Rd ROW - EAST	City limit west of Hwy 1417 east to Moore St	54	57	\$
58	Friendship Rd. ROW	Friendship Rd.(Hwy. 56 to County Maint. Sign)	55	58	\$
59	Howe Dr. ROW	Howe Dr (RR Tracks behind TYSON to water well	56	59	\$
60	Akers Rd. ROW	Akers Rd. (SamRayburn to RR tracks)	57	60	\$
61	Monroe Ave	Open areas at Monroe from street to railroad alongtrees from Carr to Andrews	58	61	\$
62	Ross St. ROW	Ross (North of Old Settler's Park to Baker)	59	62	\$
63	Sherperd Dr. West ROW	W. Shepard Dr. (S. Rayburn to Farmington Rd.)	60	63	\$
64	Sherperd Dr.East ROW	E. Shepard Dr. (S. Rayburn east to curve and south to RR)	61	64	\$
65	Skaggs Rd. / Tuck ROW	Skaggs Rd (Hwy 82 to Tuck) Tuck (Skaggs to Ellingson)	62	65	\$
66	Baker Rd	Ross / Duke to HWY 82	63	66	\$
67	Throckmorton St. Dead End Lot	900 Blk. N. Throckmorton dead end at railroad tracks	64	67	\$

GRAND TOTAL (for one mow per location) \$



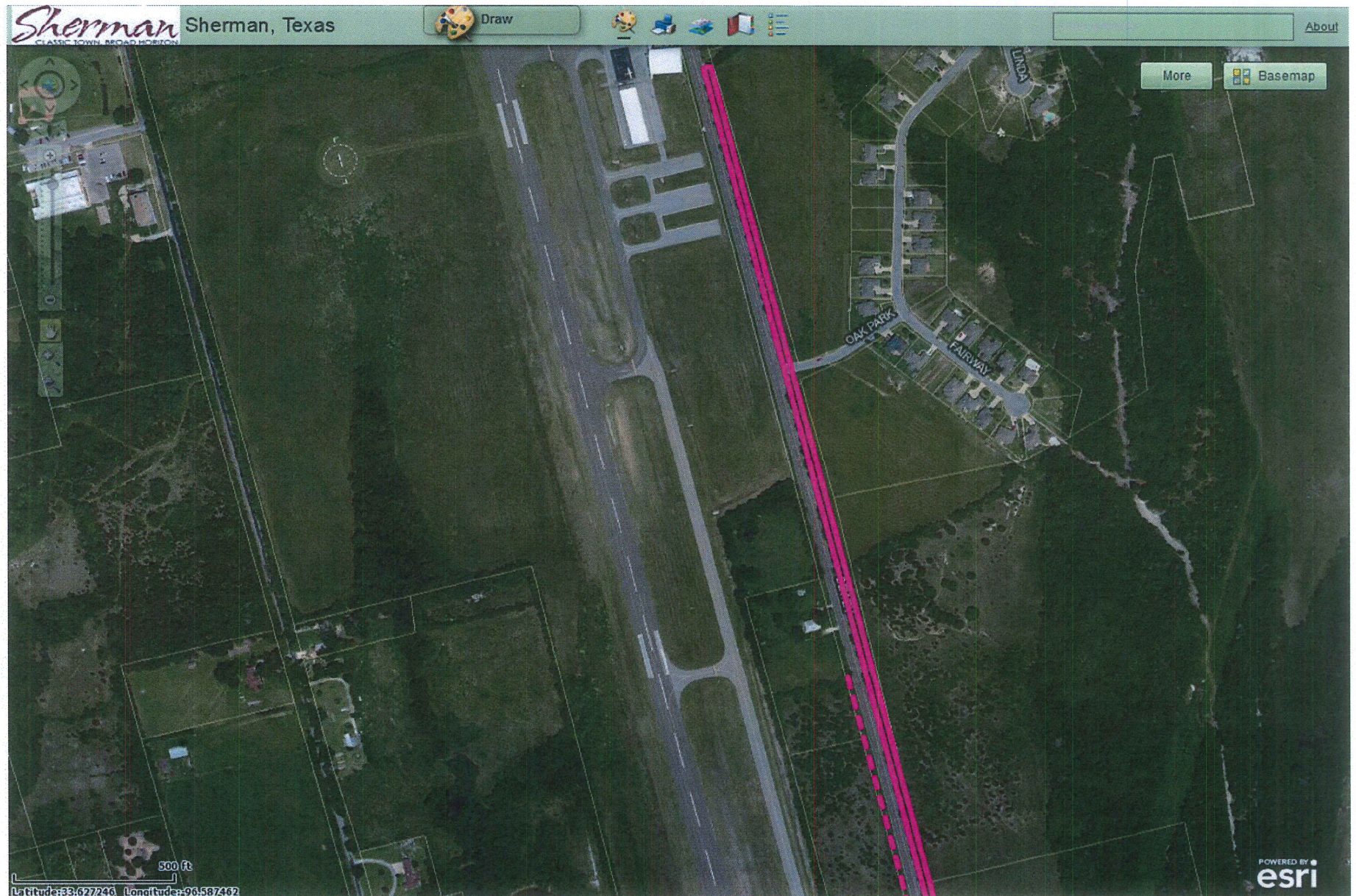
MAP 32

PID 35



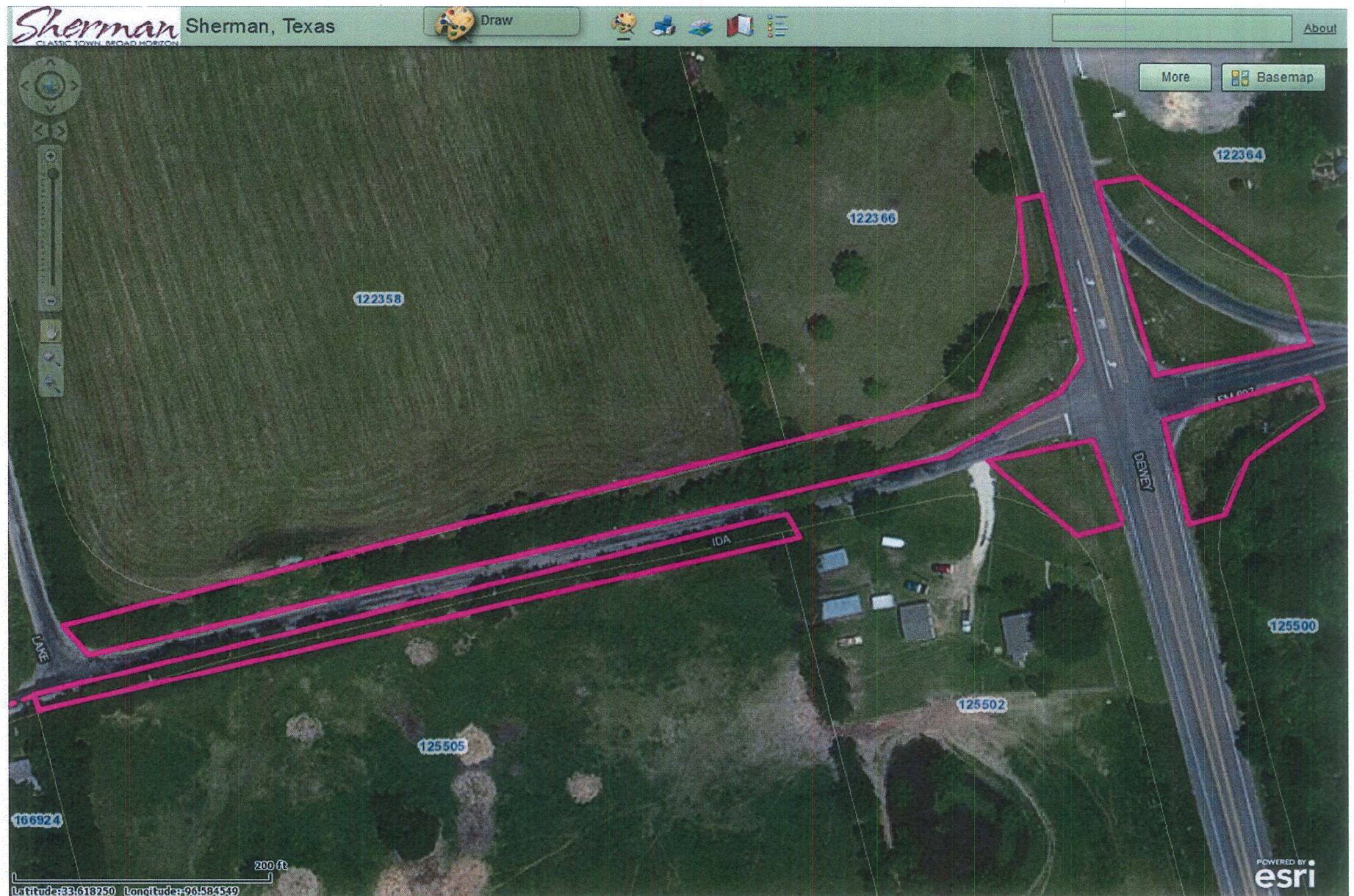
MAP 33A

PID 36



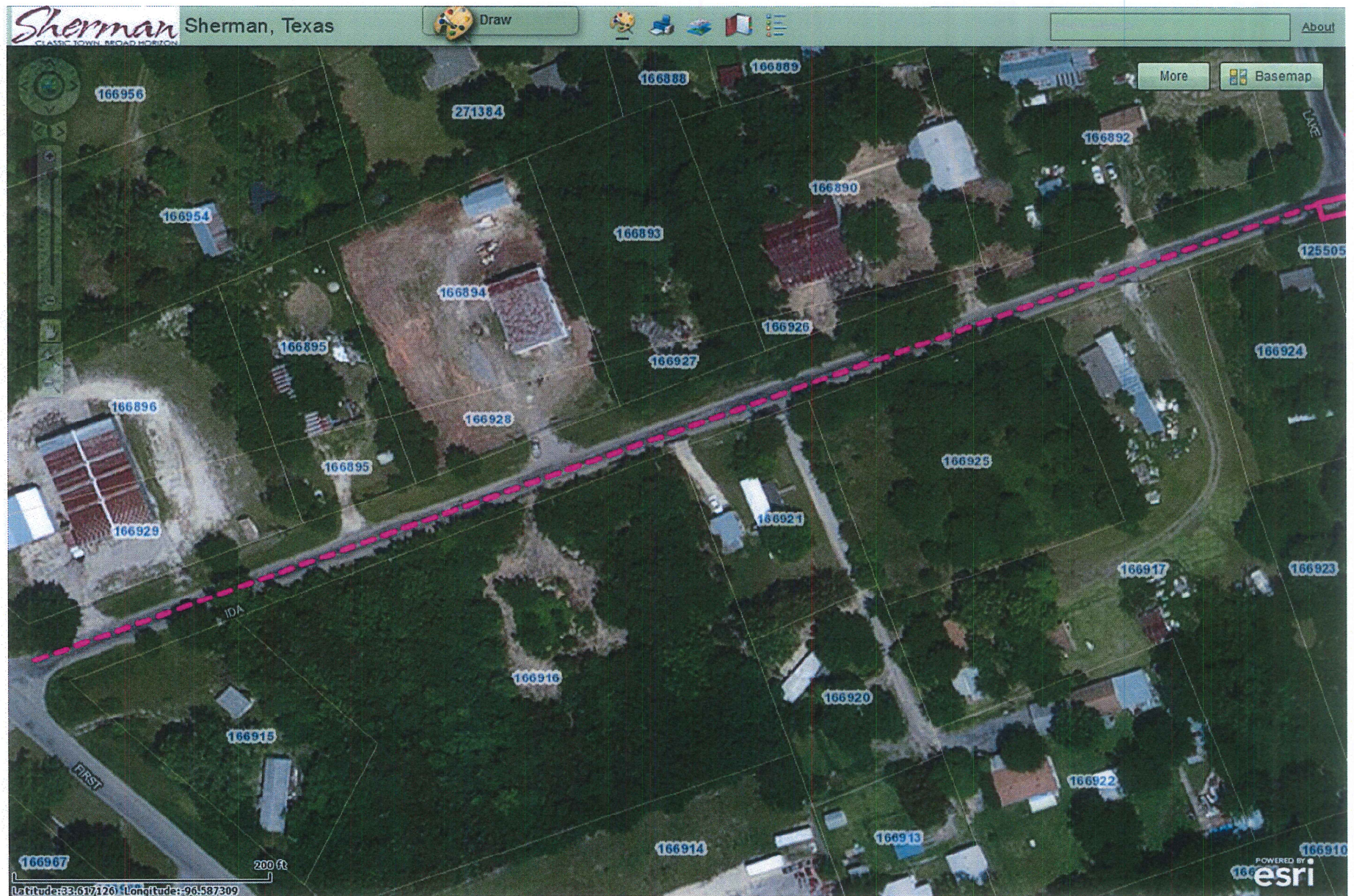
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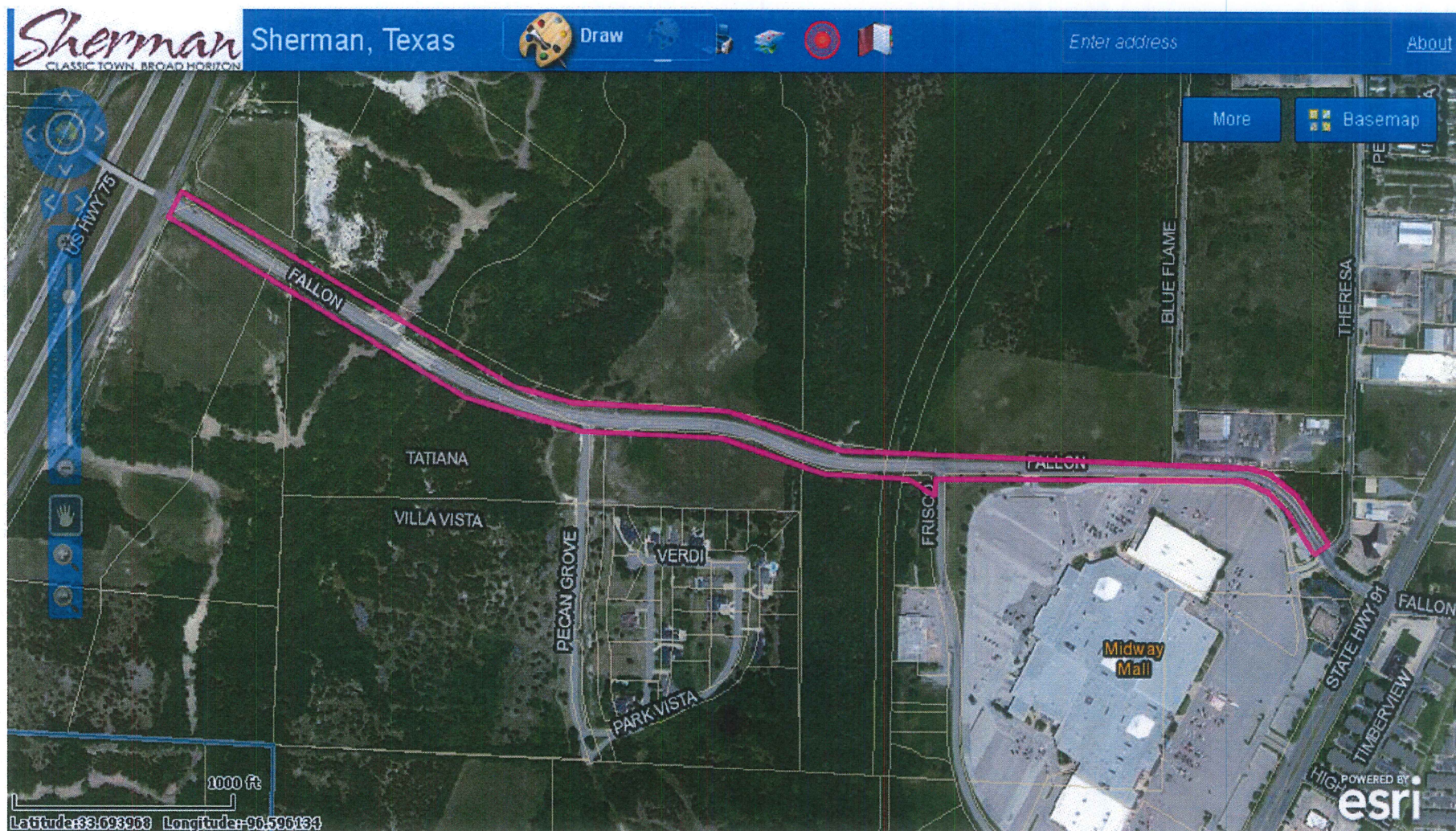
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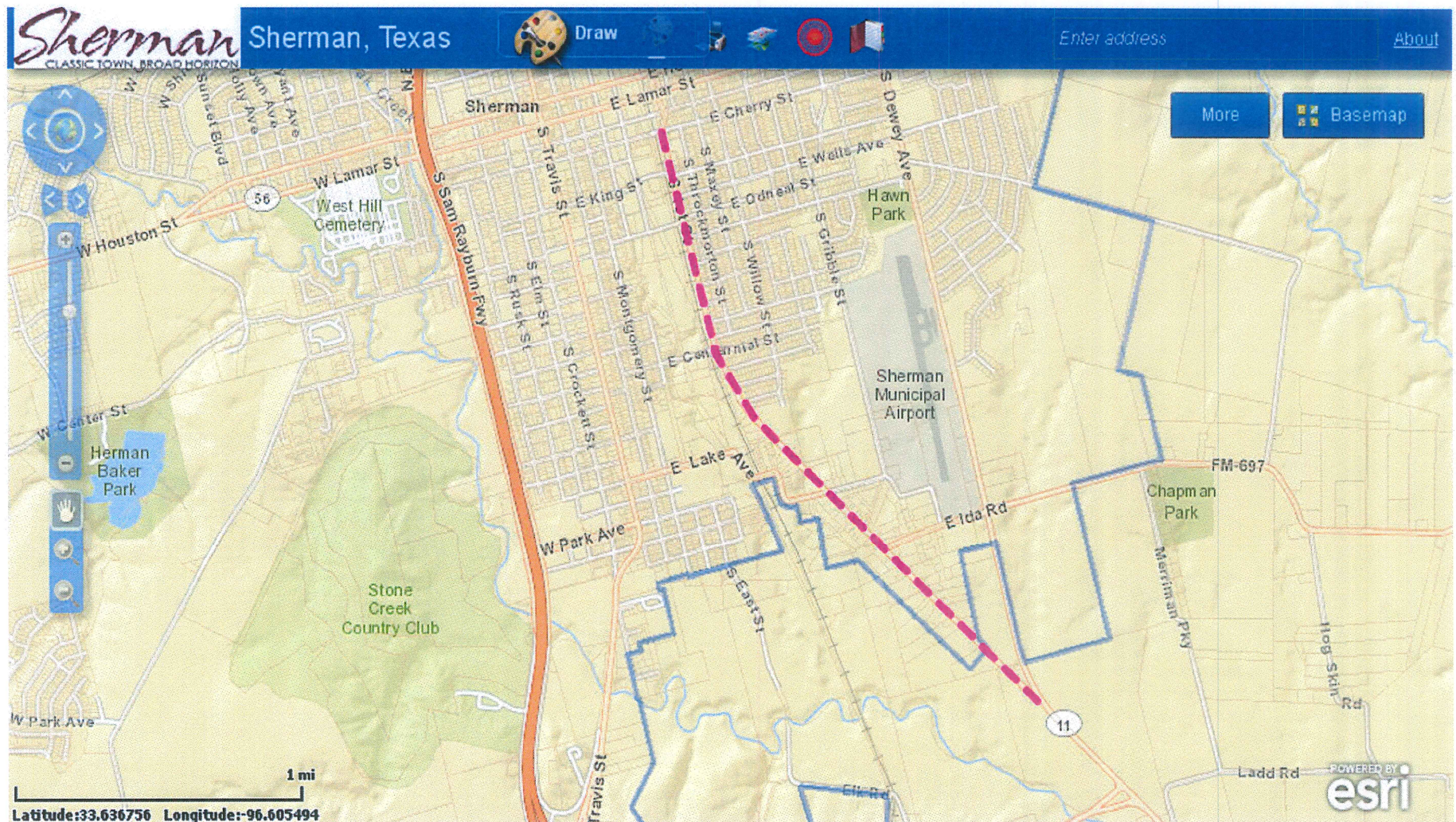
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PID 36



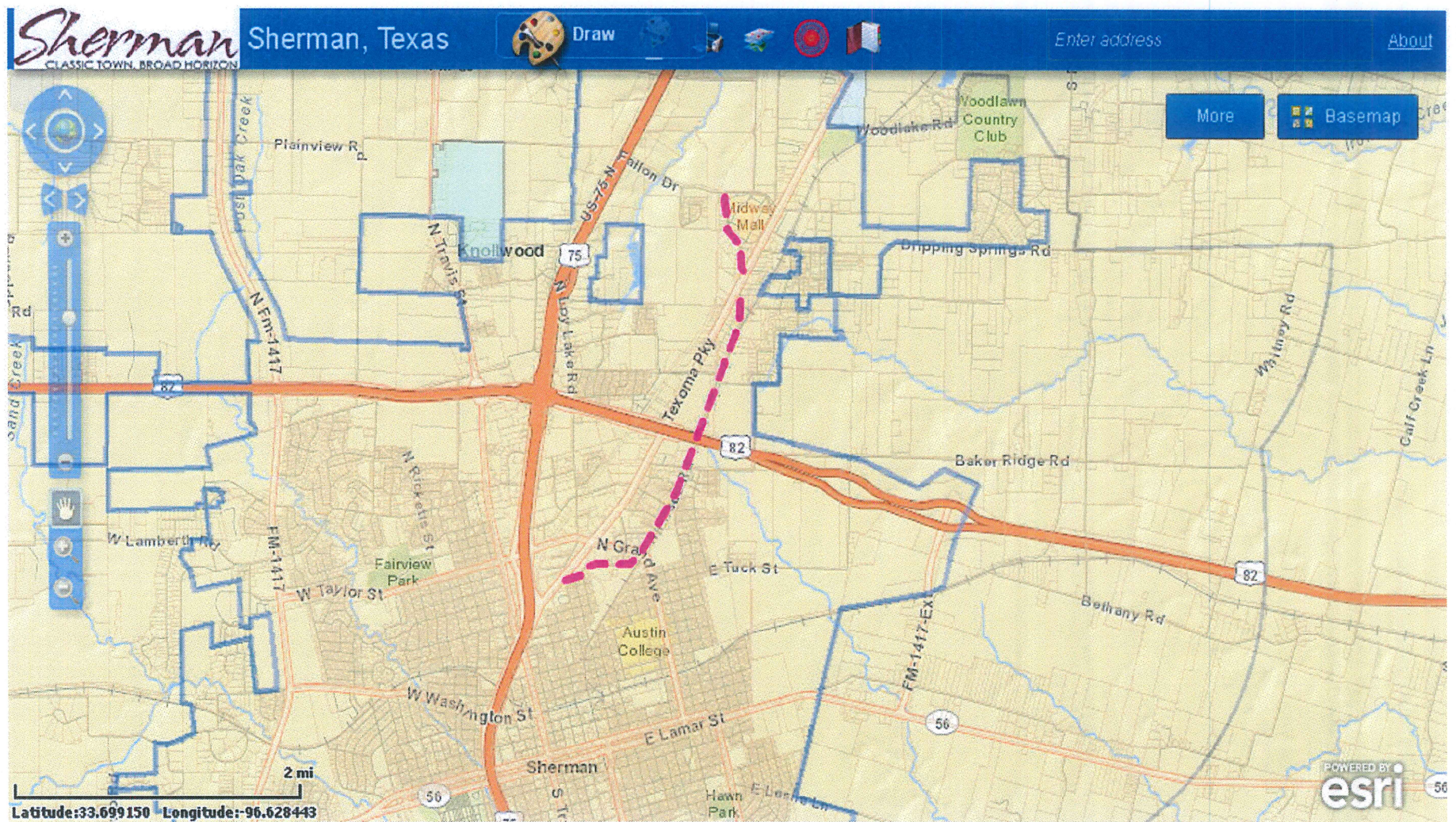
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PID 37



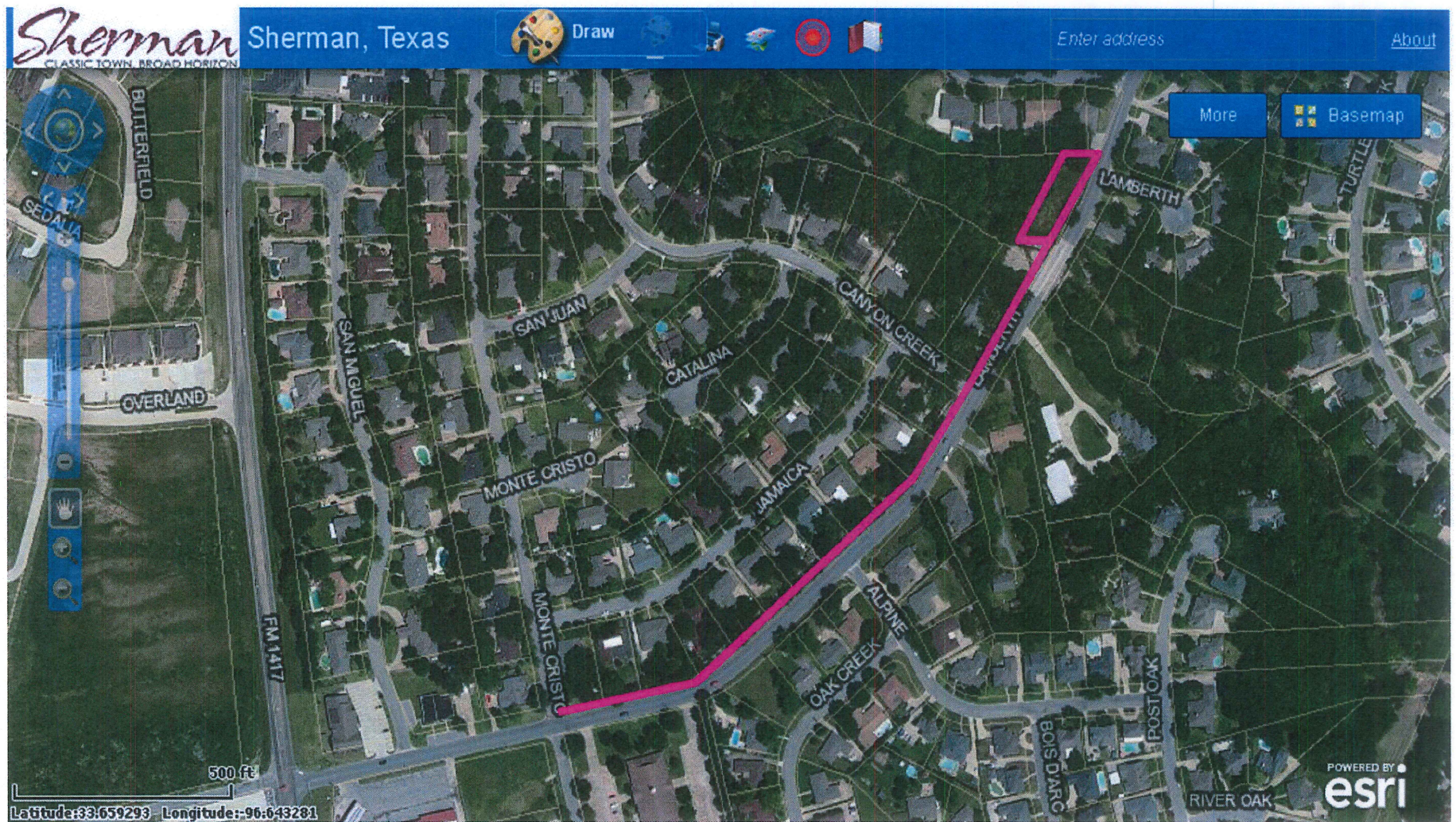
MAP 35

PID 38



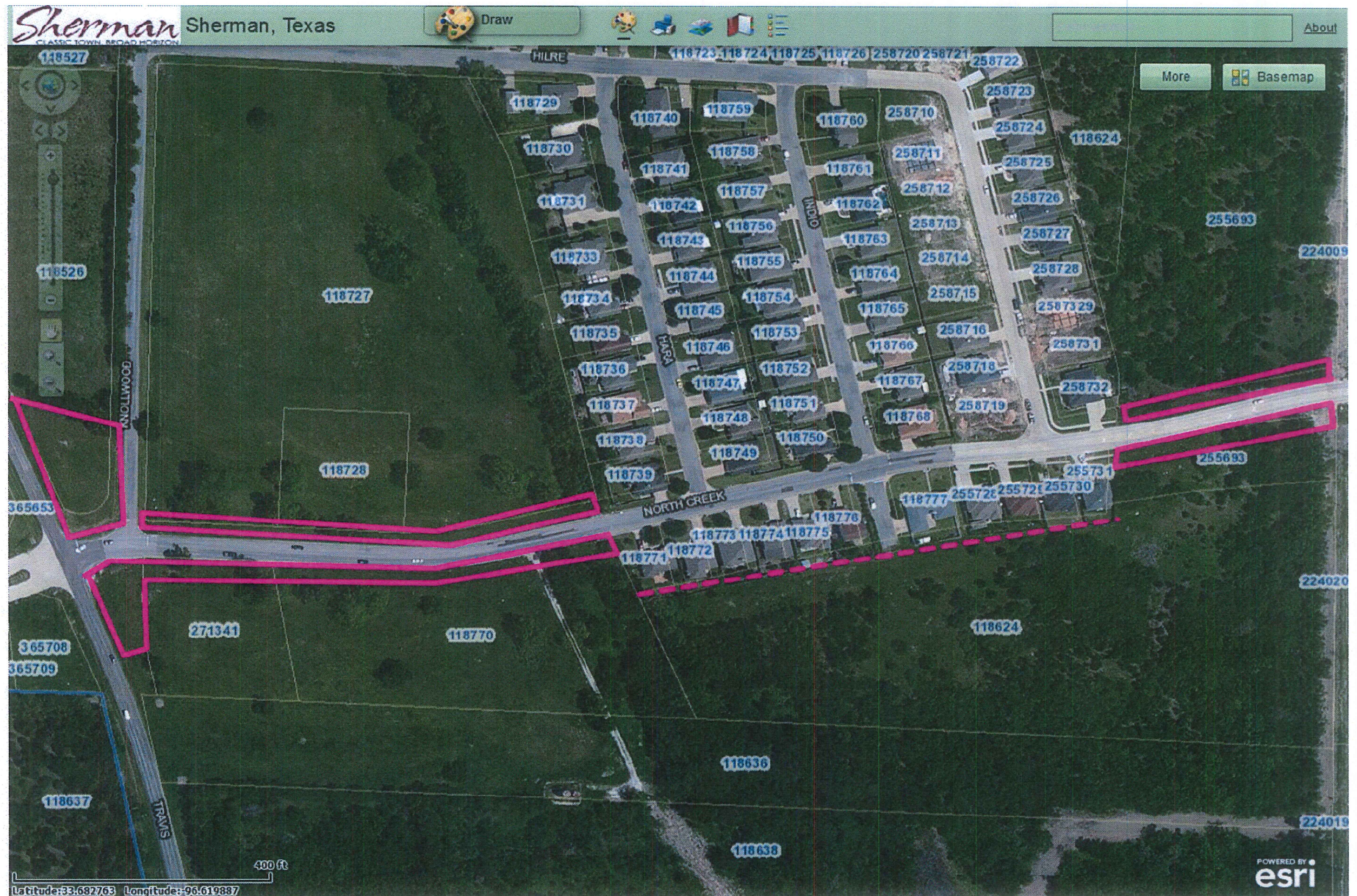
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PID 39



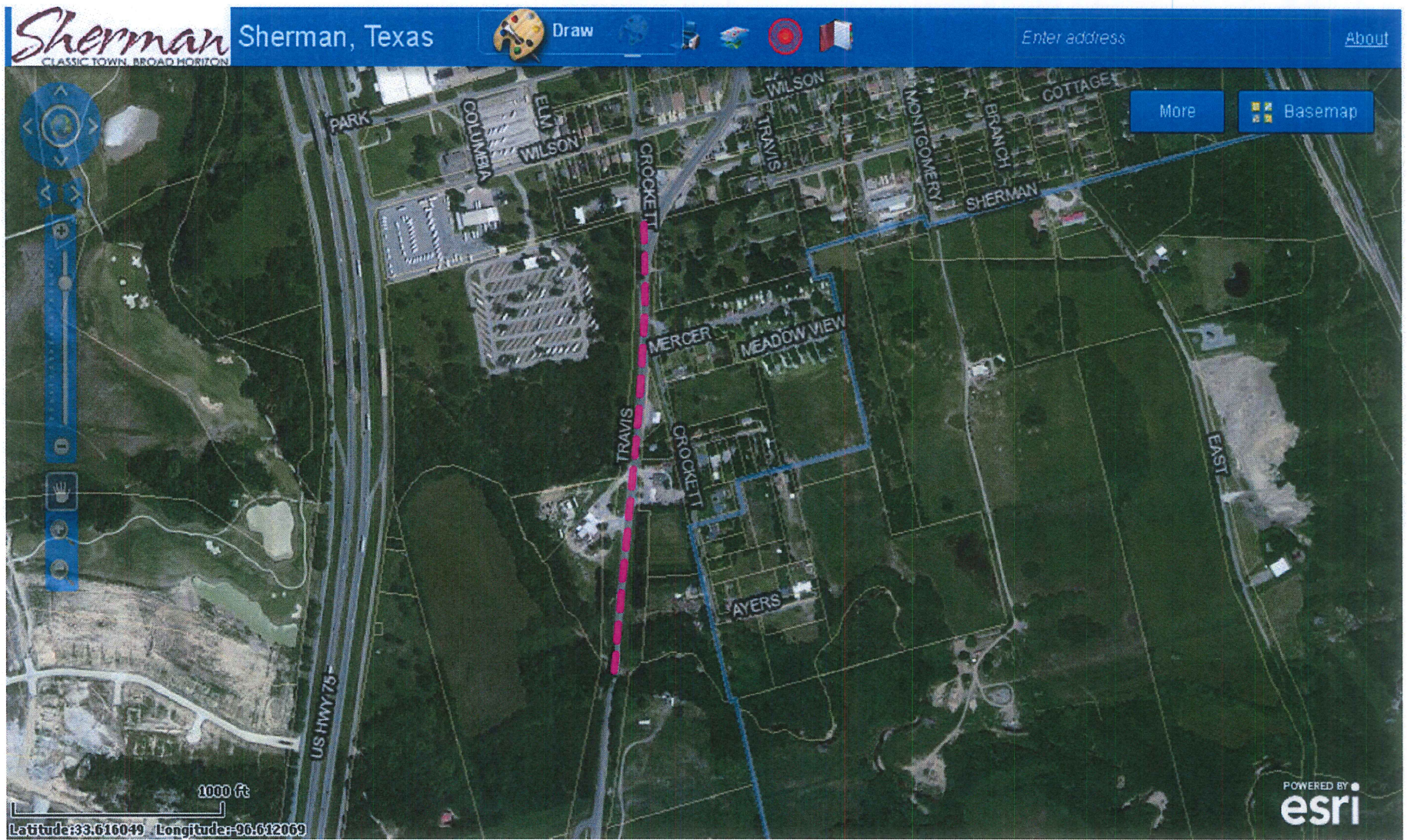
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PID 40



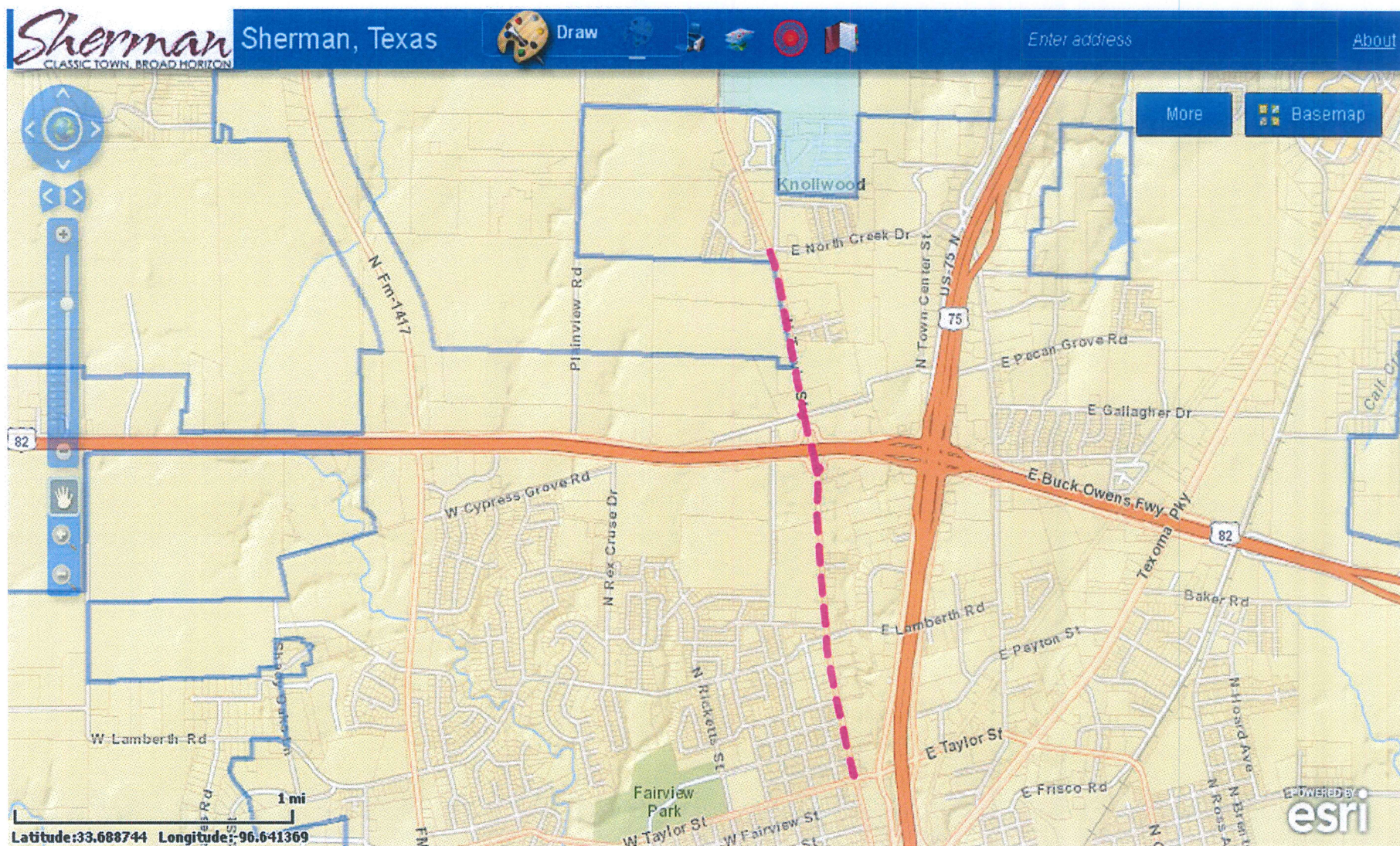
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PID 41



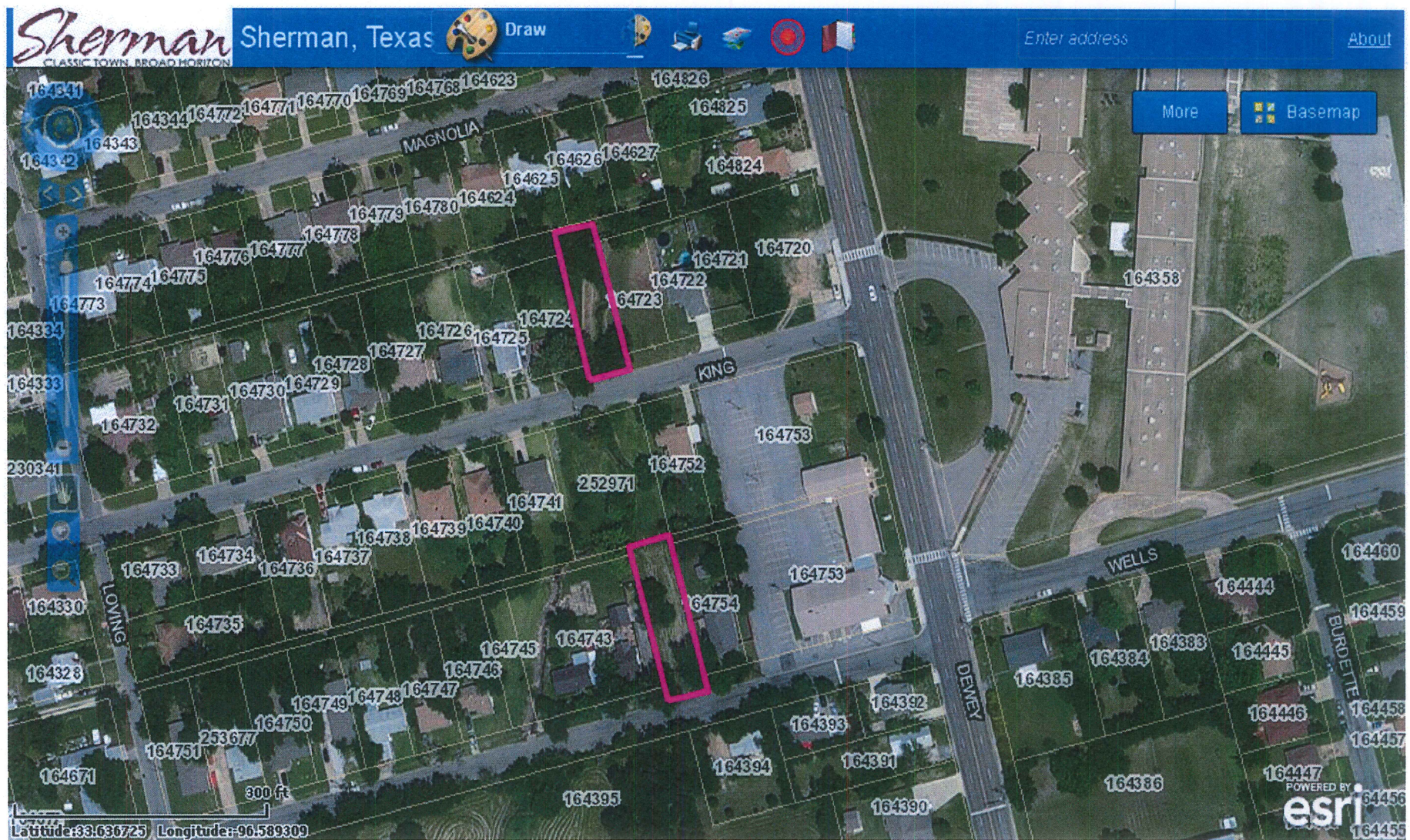
MAP 39

PID 42



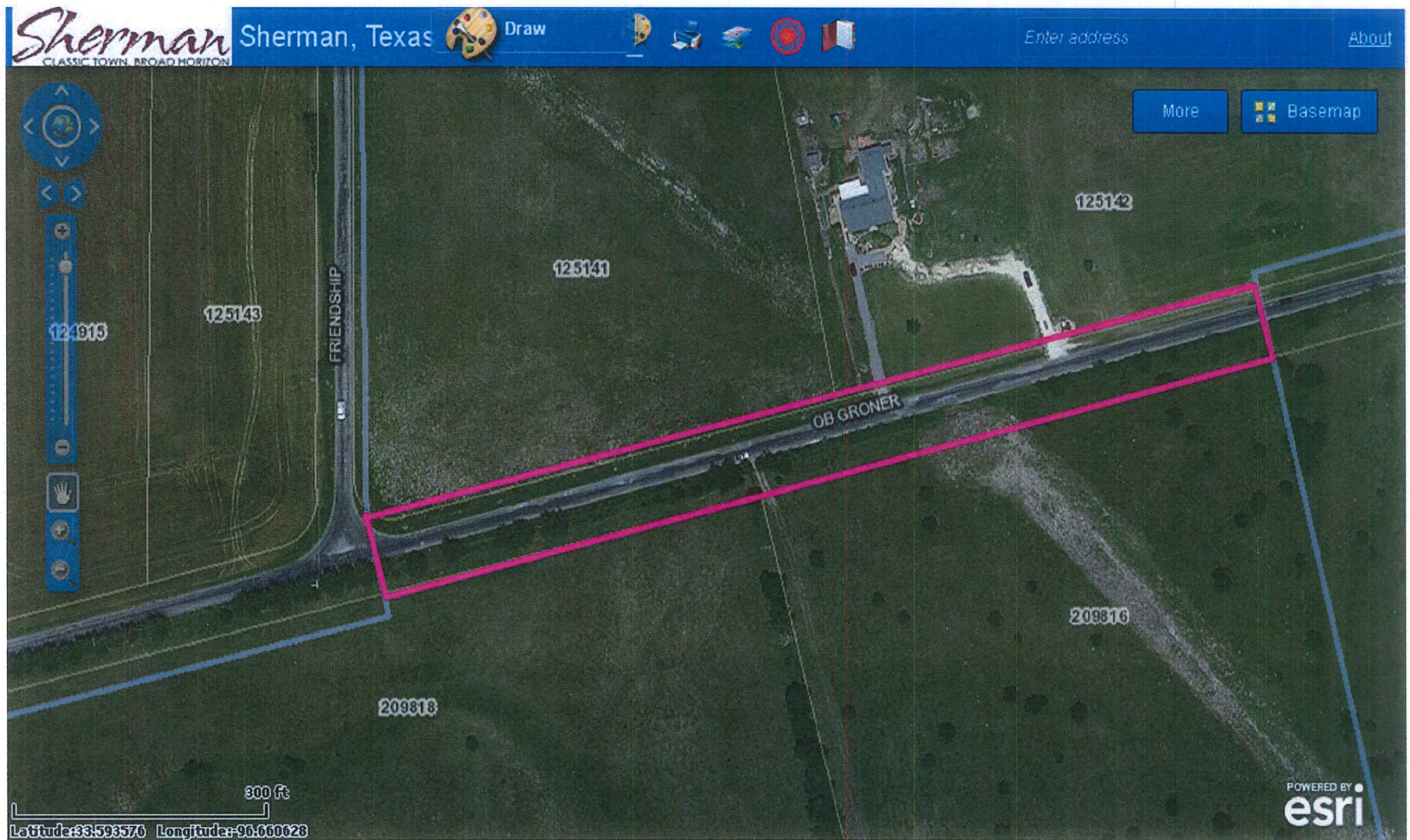
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PID 43



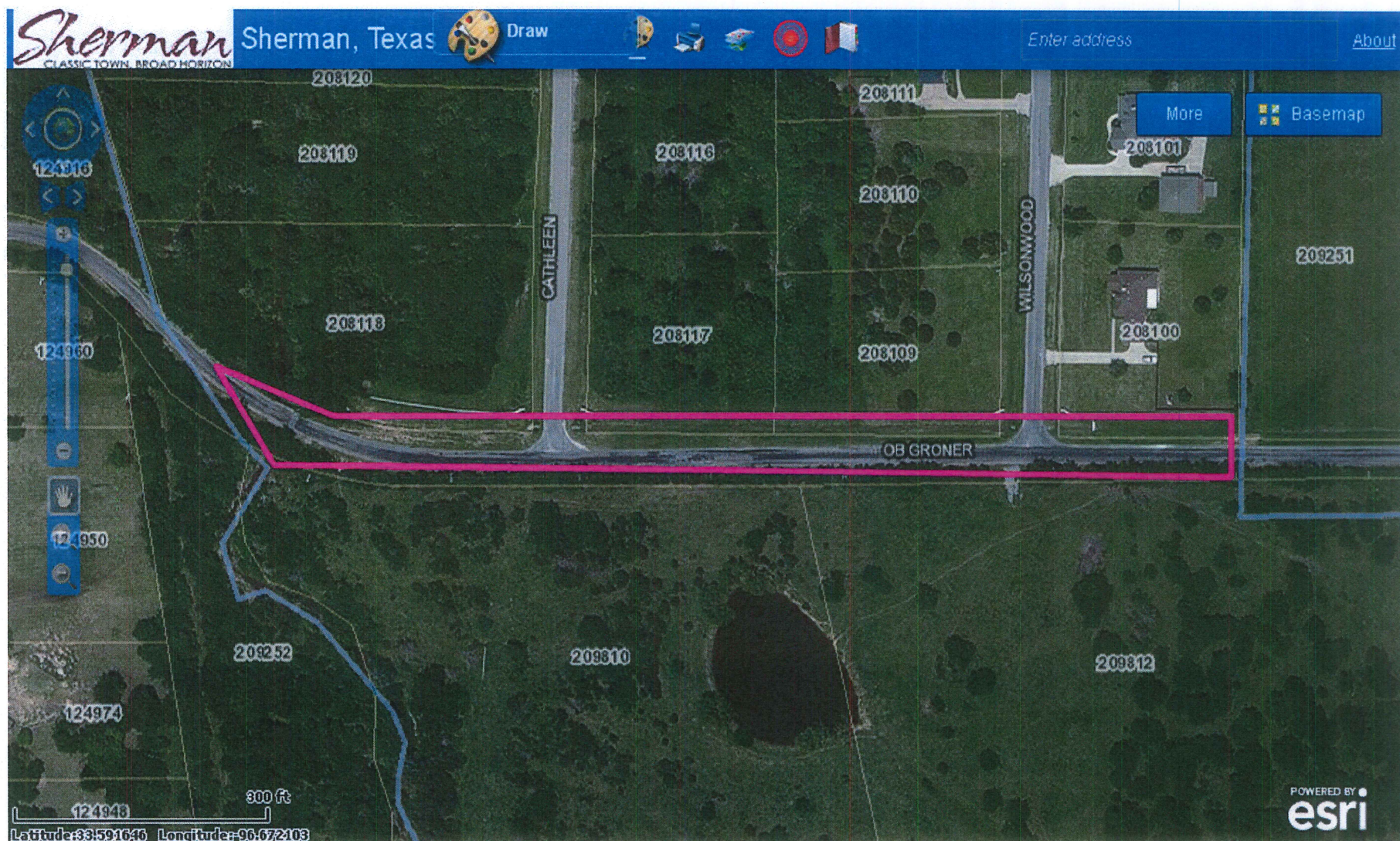
MAP 41

PID 44



MAP 42A

PID 45

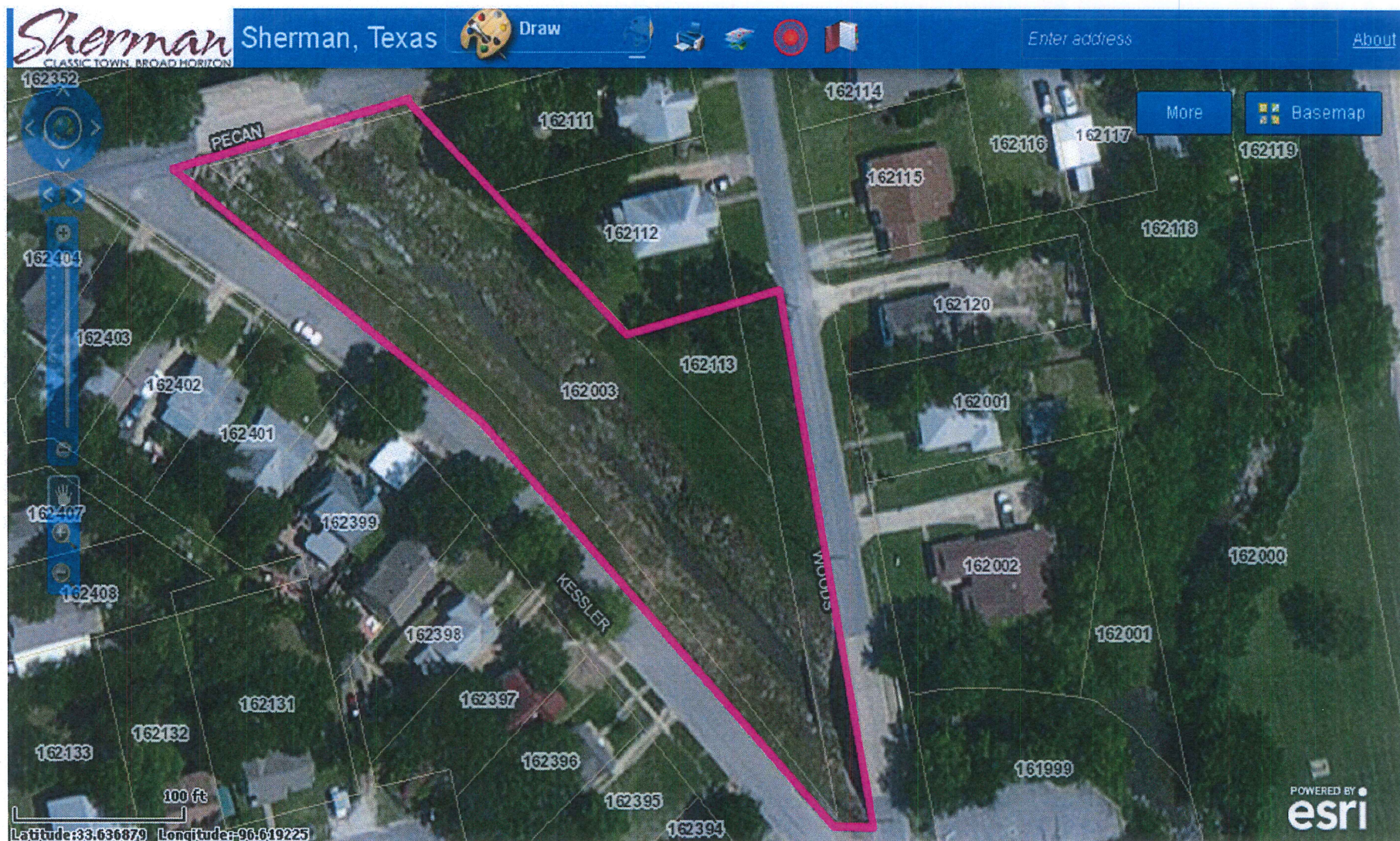


MAP 42B

PID 45

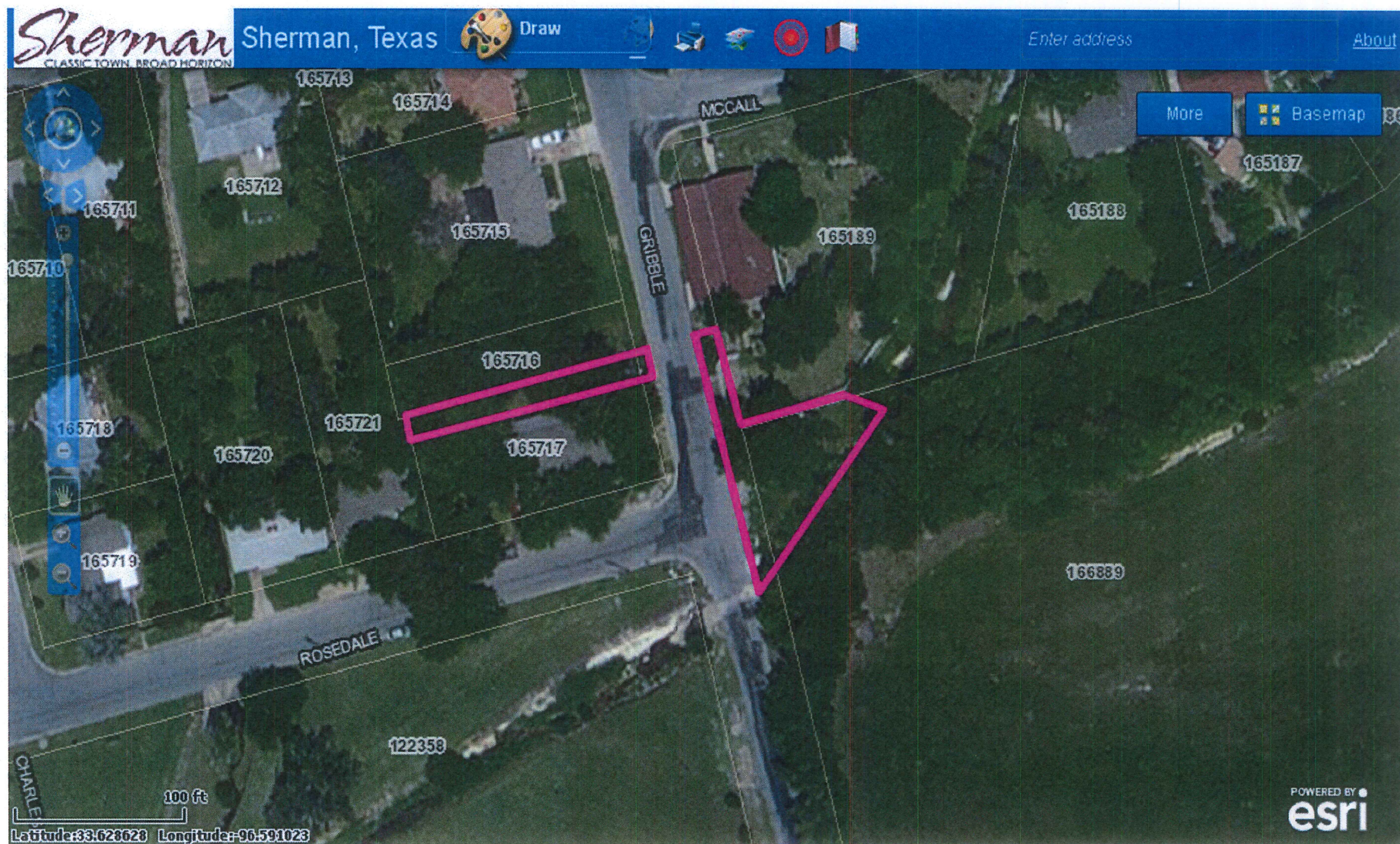


1/21/2015



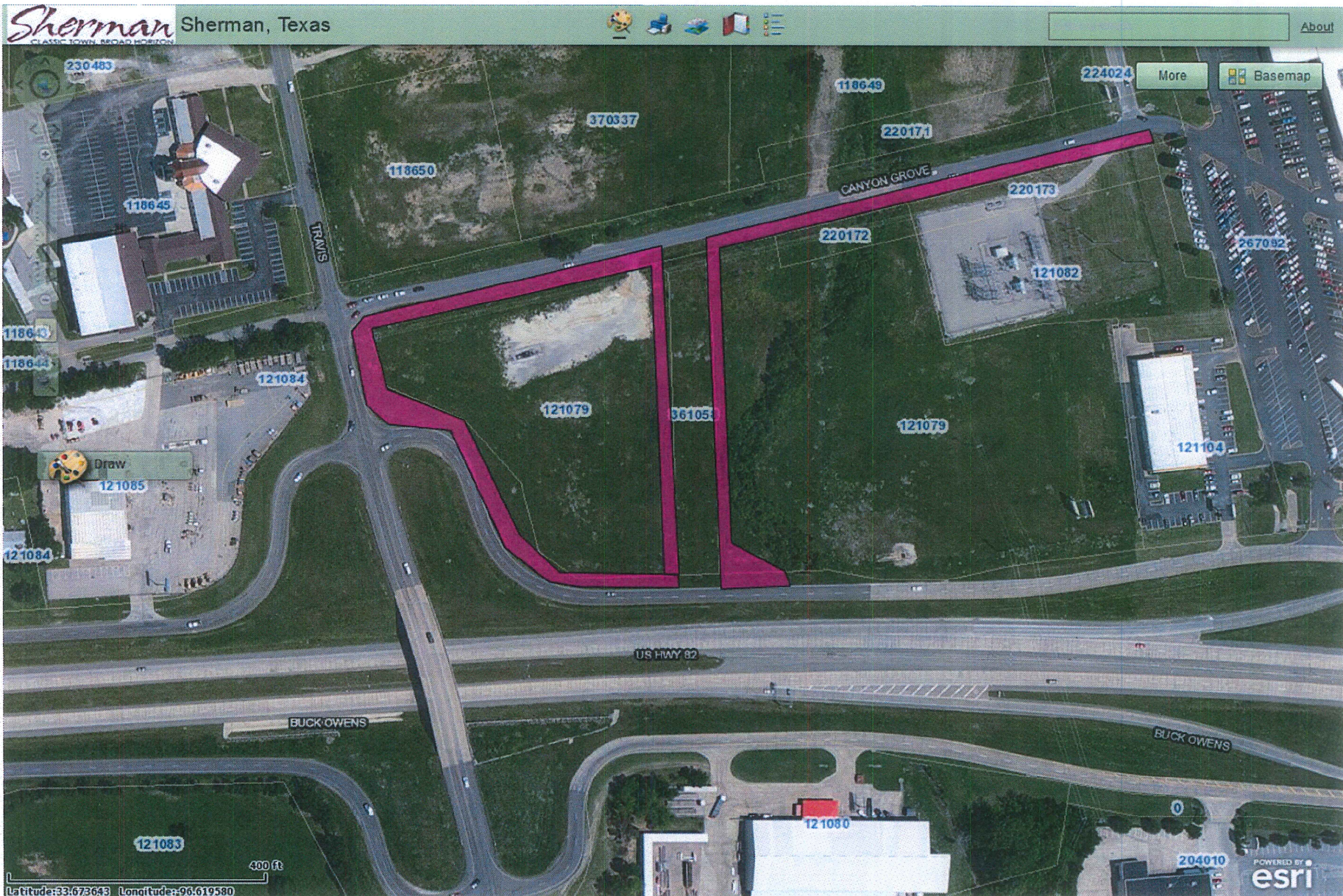
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PID 47



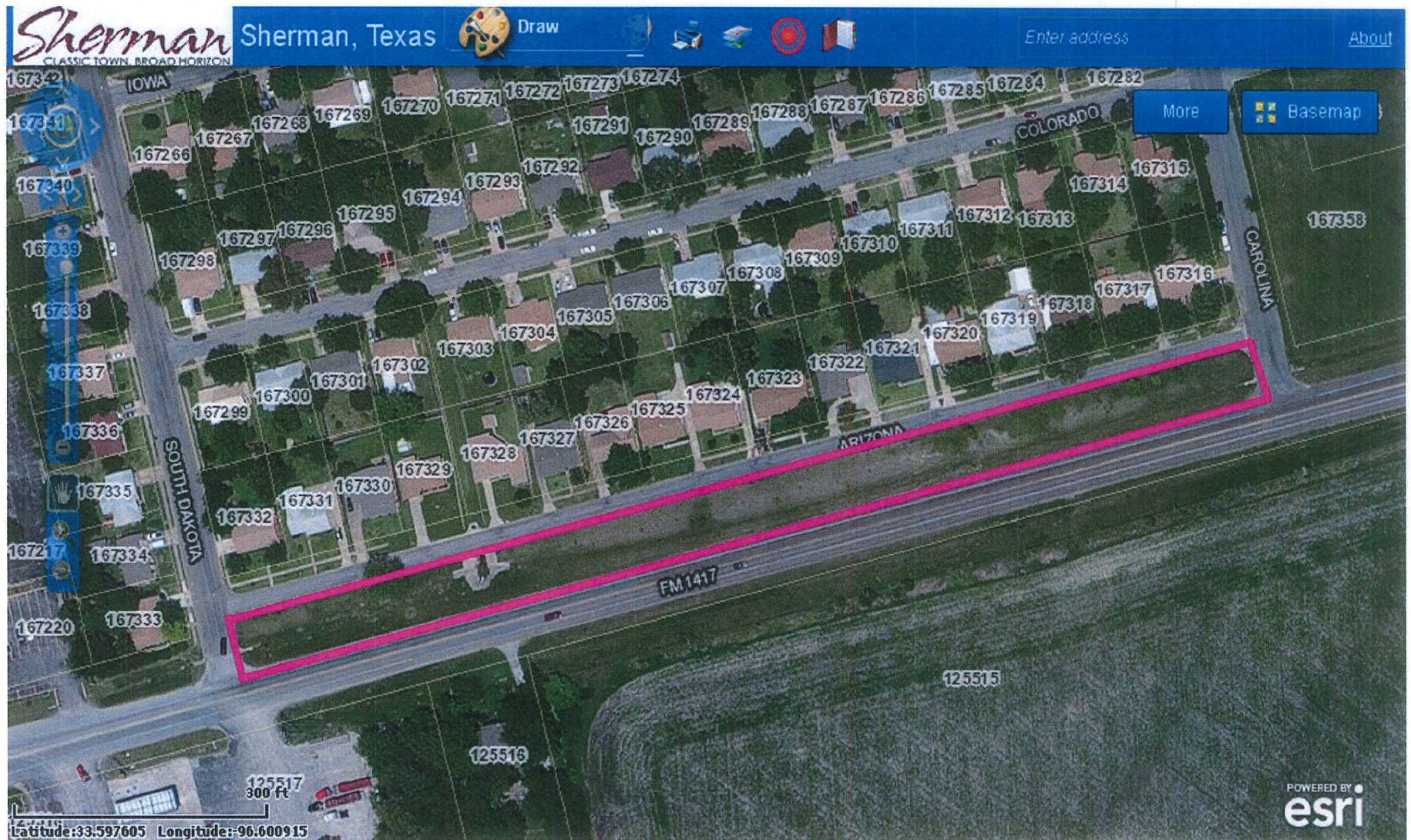
MAP 45

PID 48



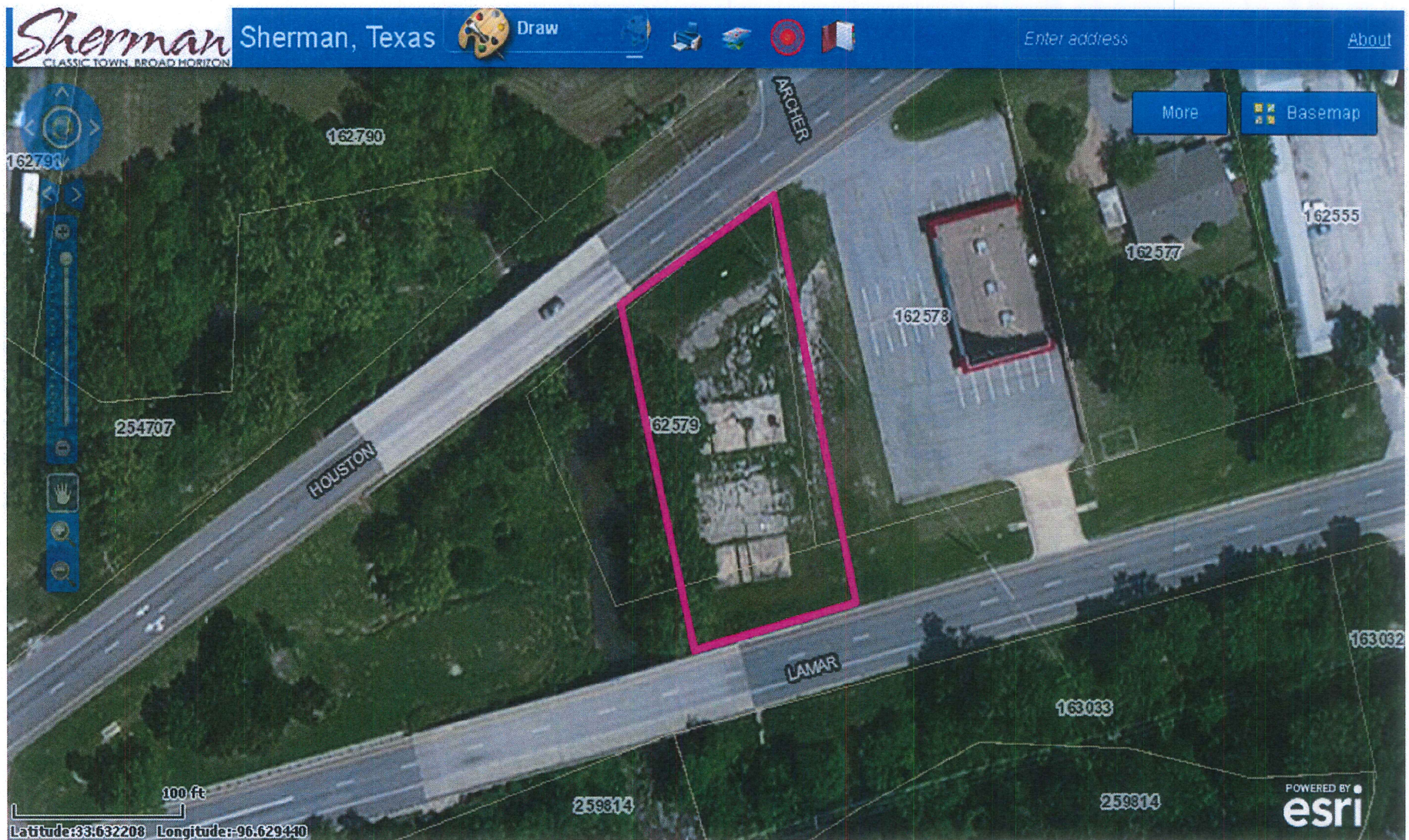
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PID 49



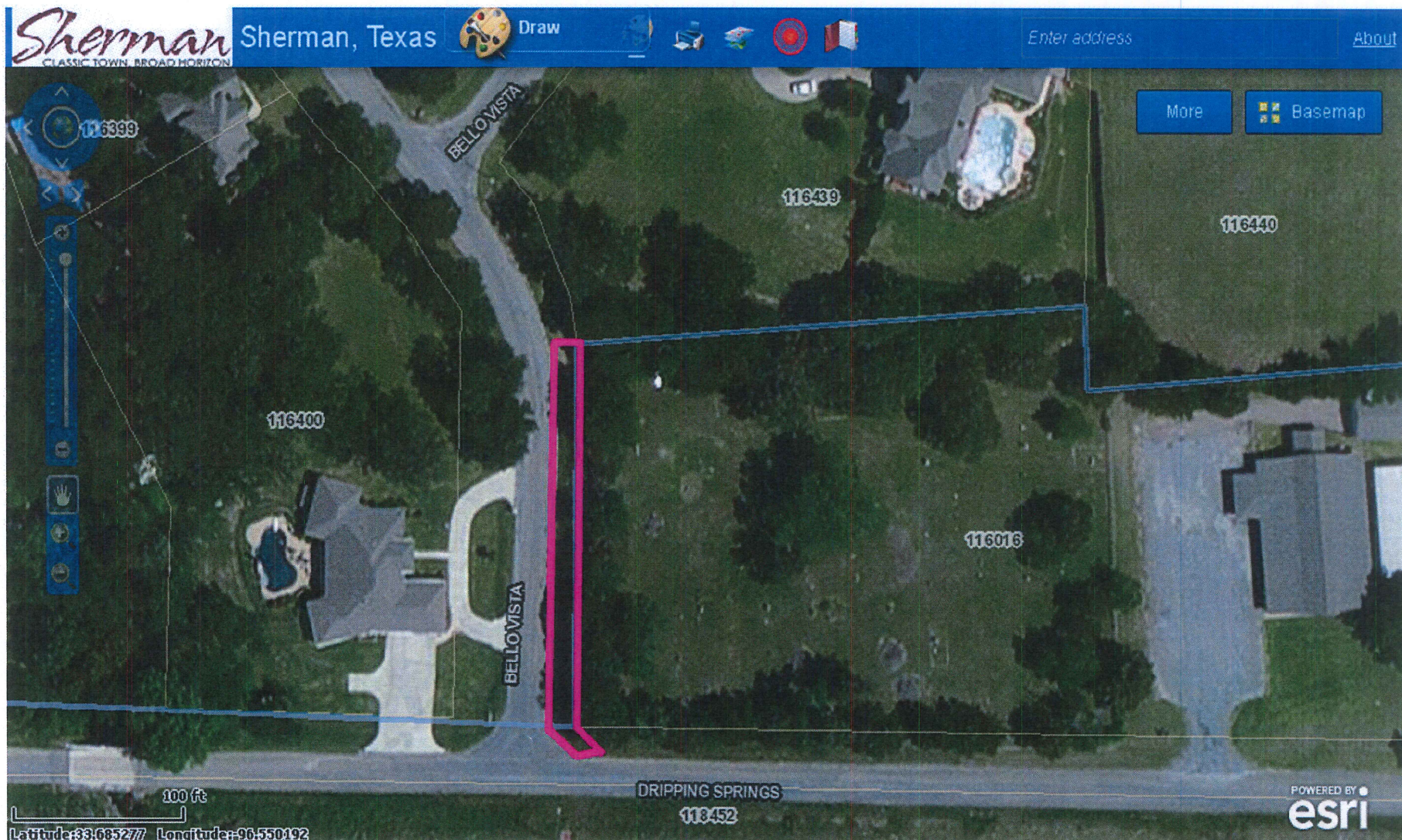
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PID 68



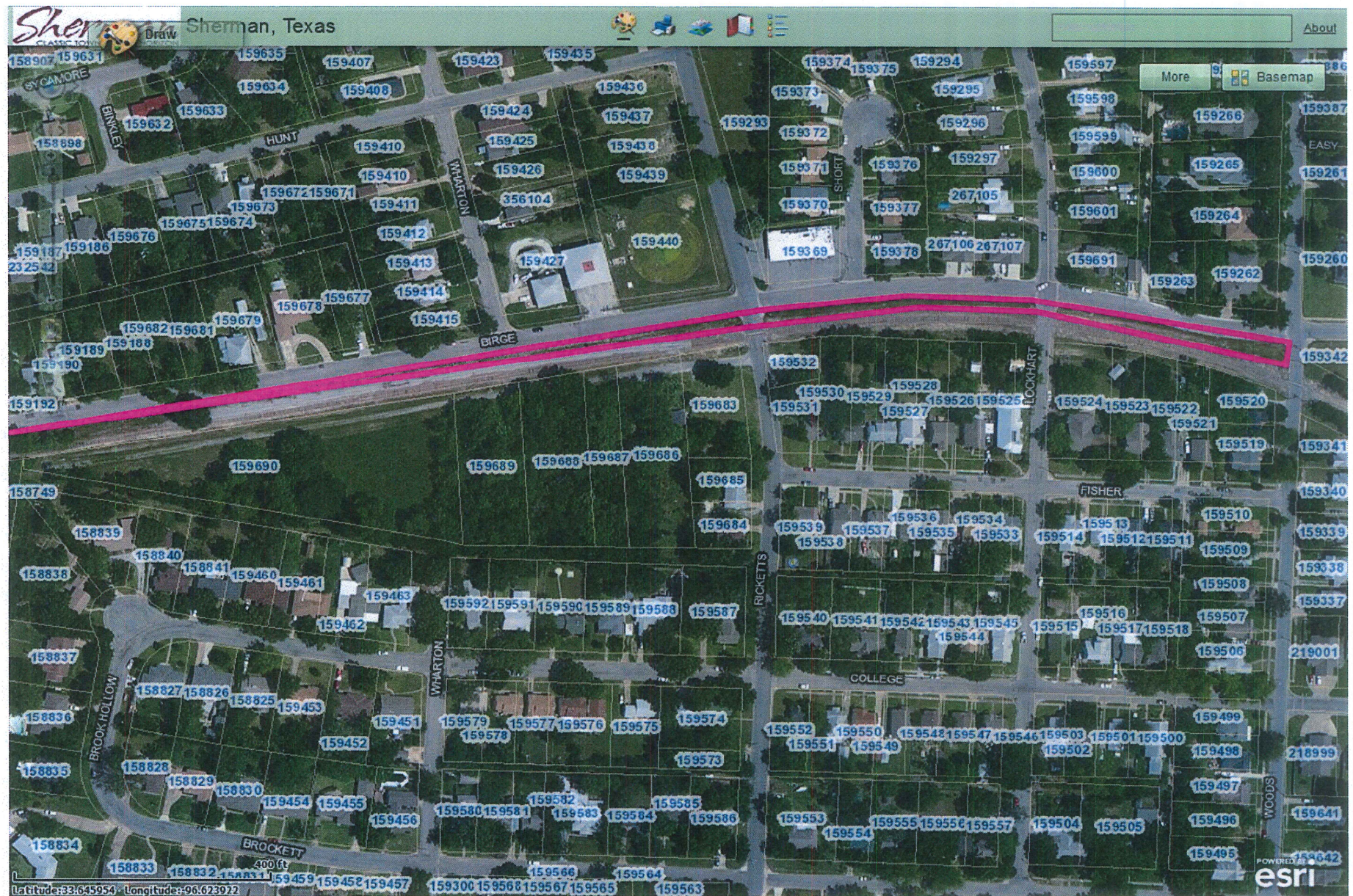
MAP 66

PID 69



MAP 67

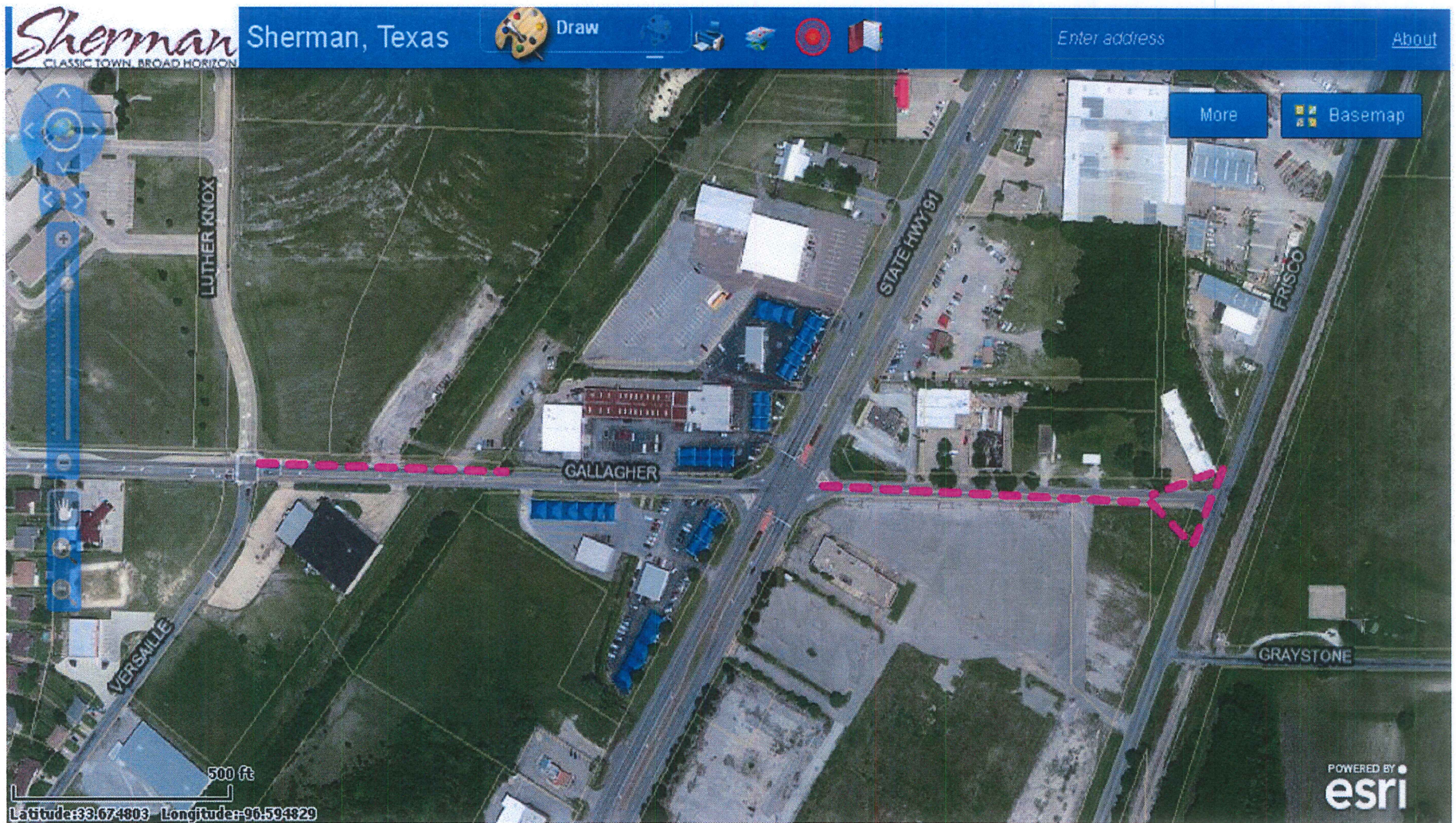
PID 70



MAP 69

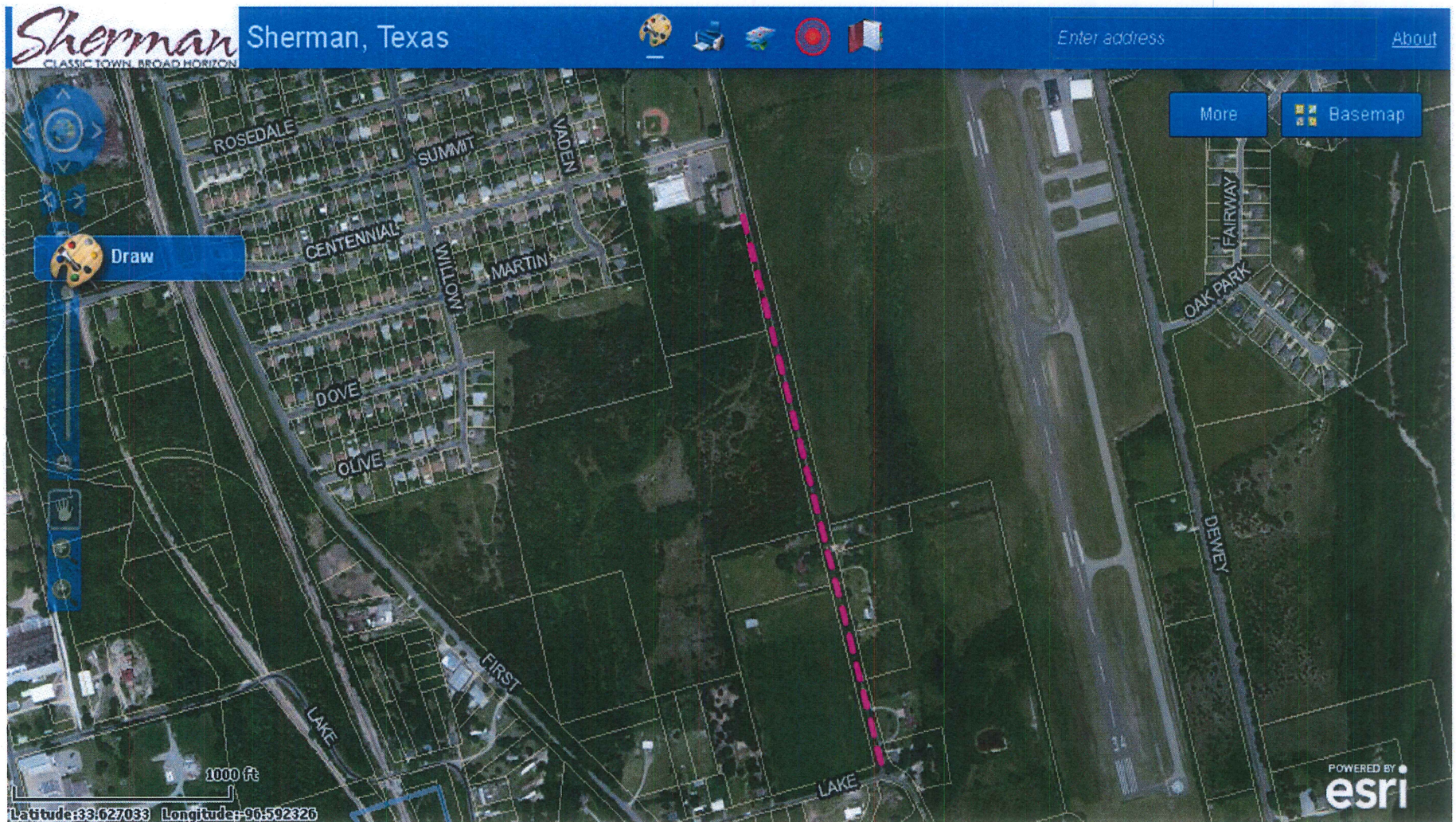
COMPLAINT MOW - \$70 per mow

PID 72



MAP 47

PID 50



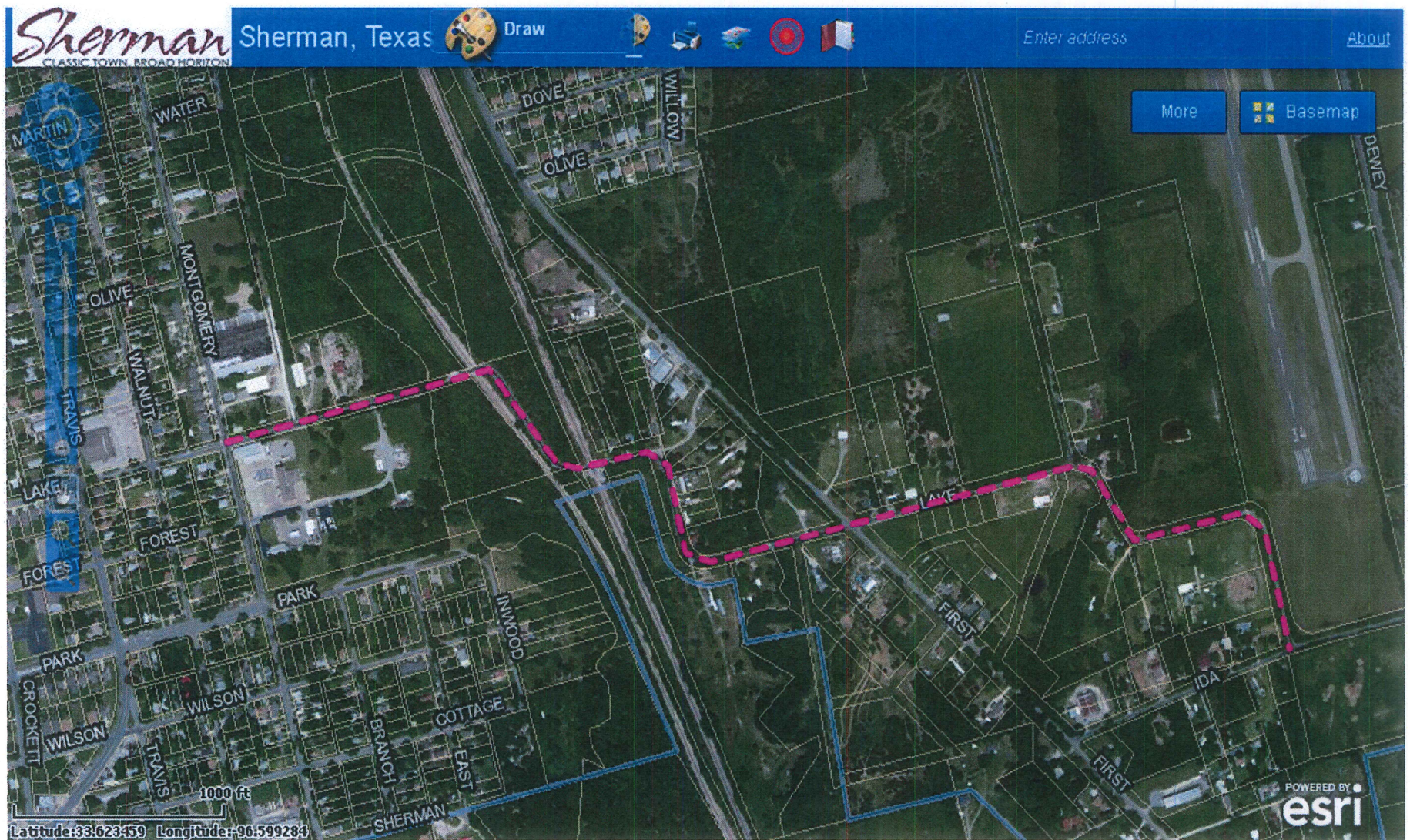
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PID 51



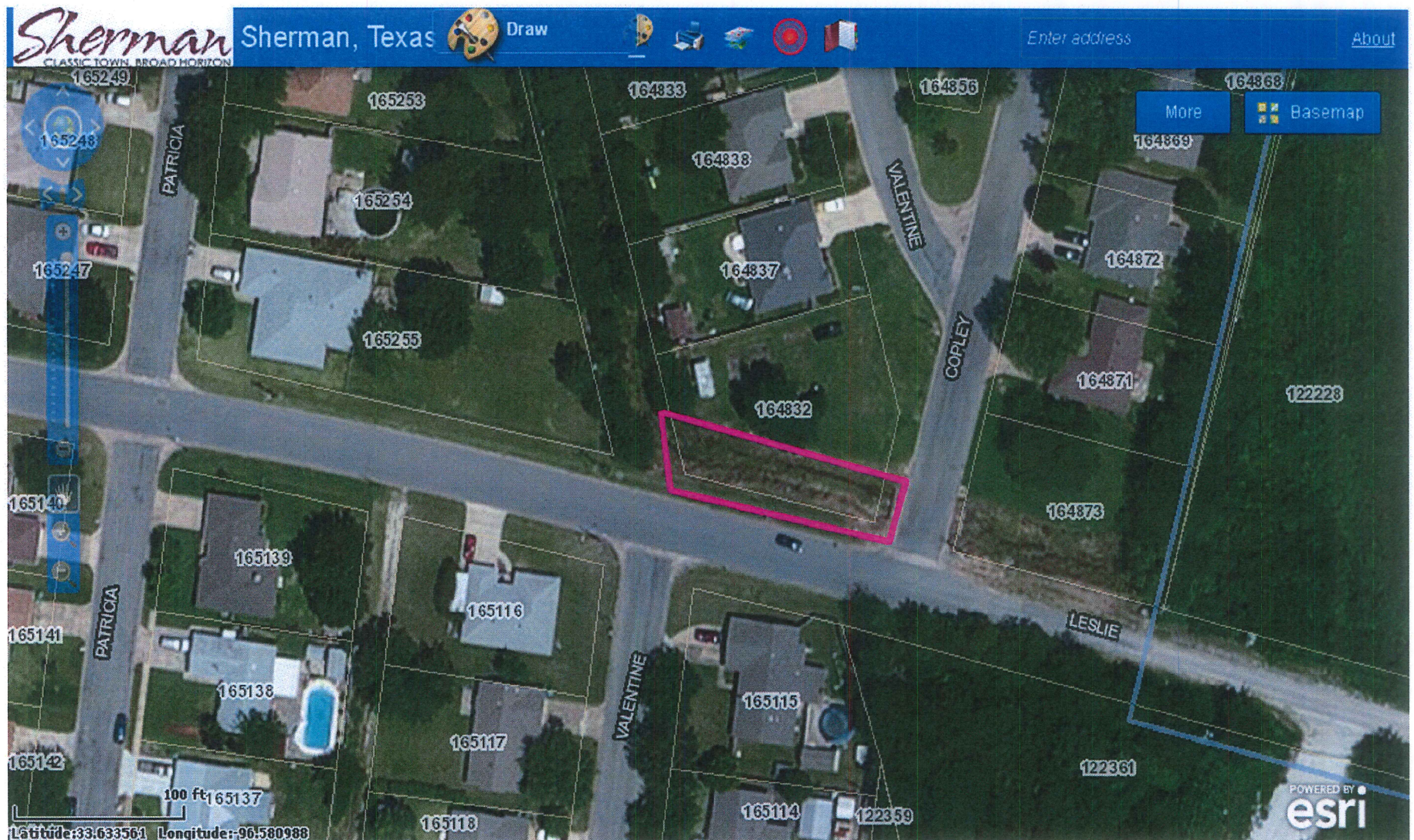
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PID 52



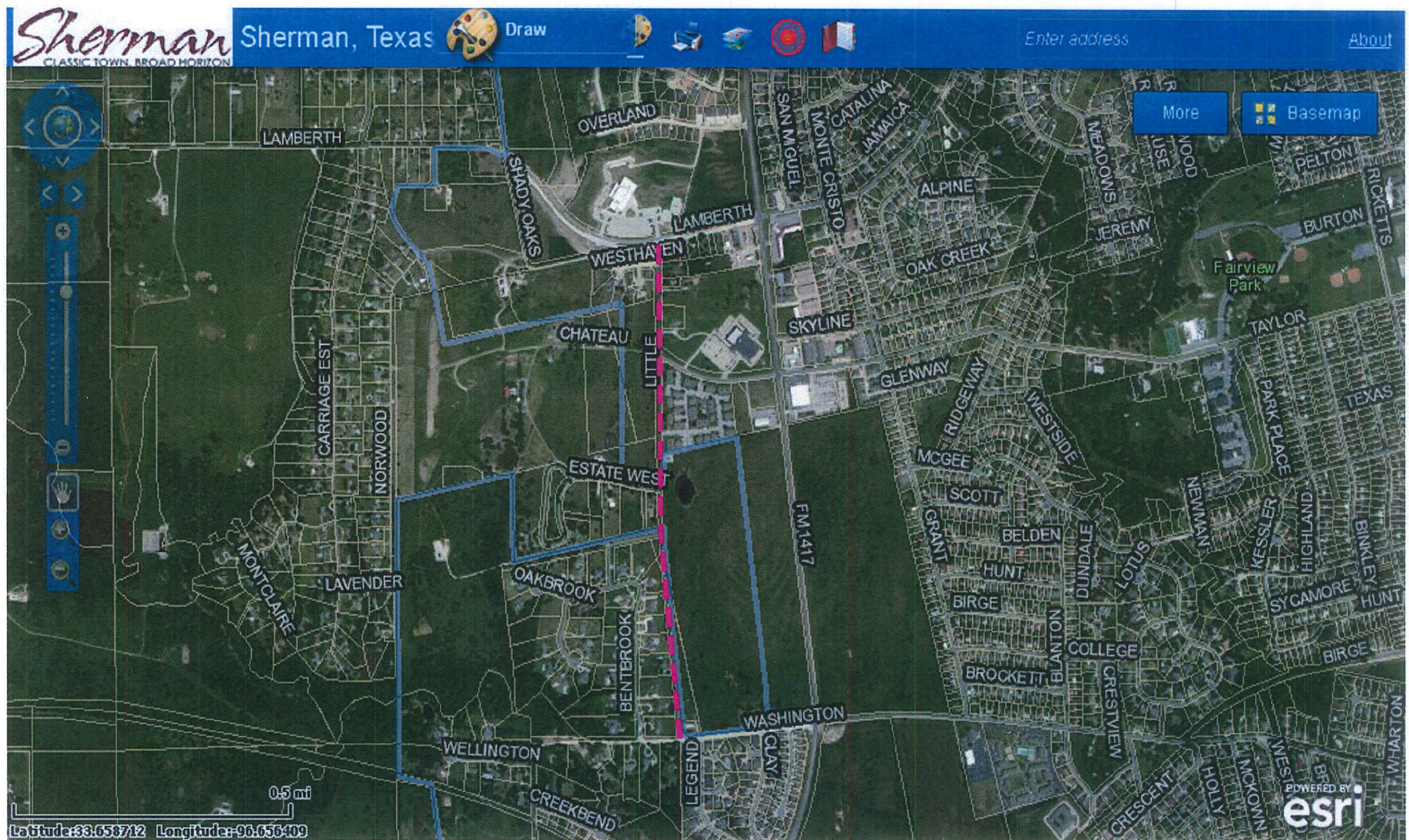
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PID 53



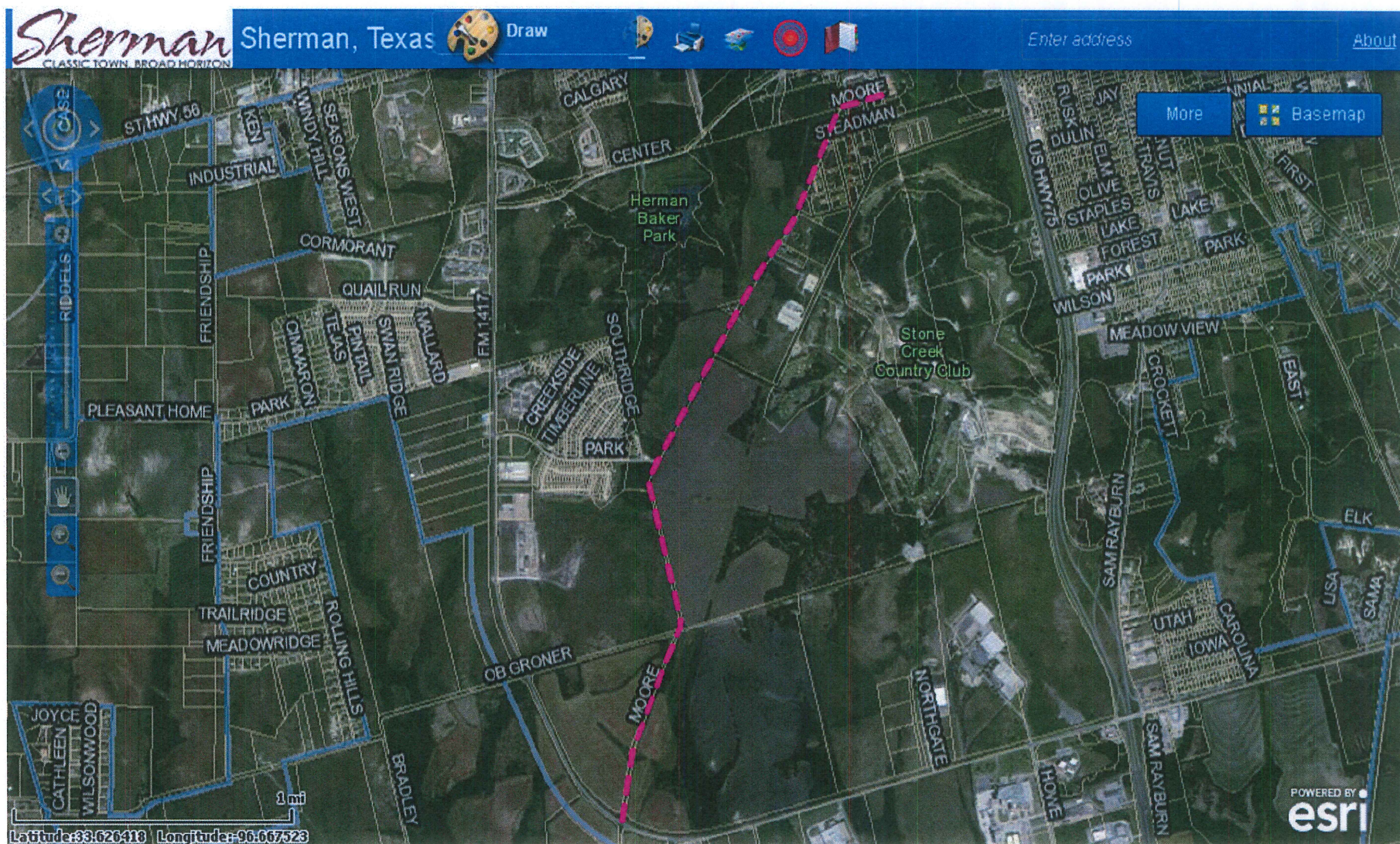
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PID 54



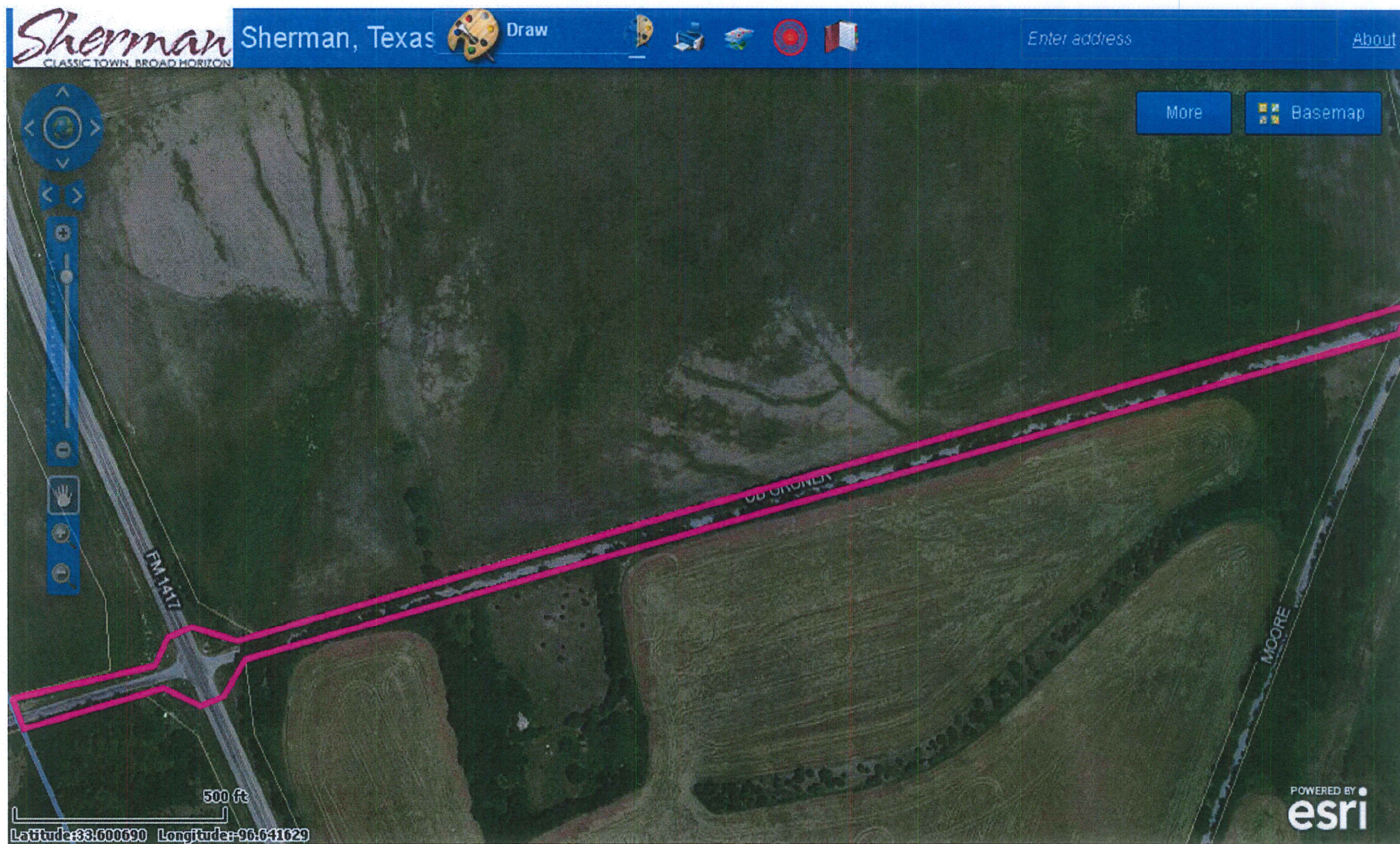
MAP 52

PID 55



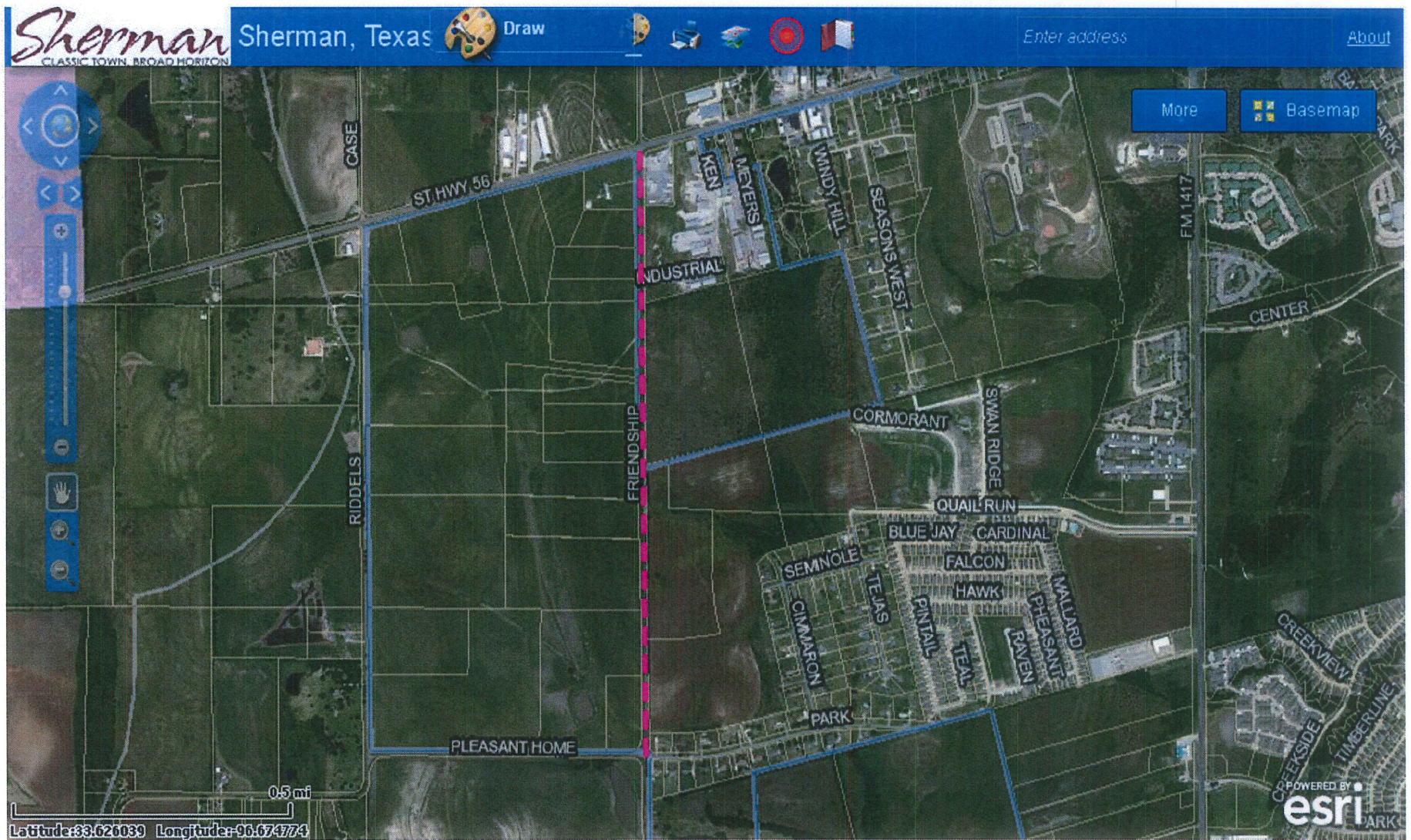
MAP 53

PID 56



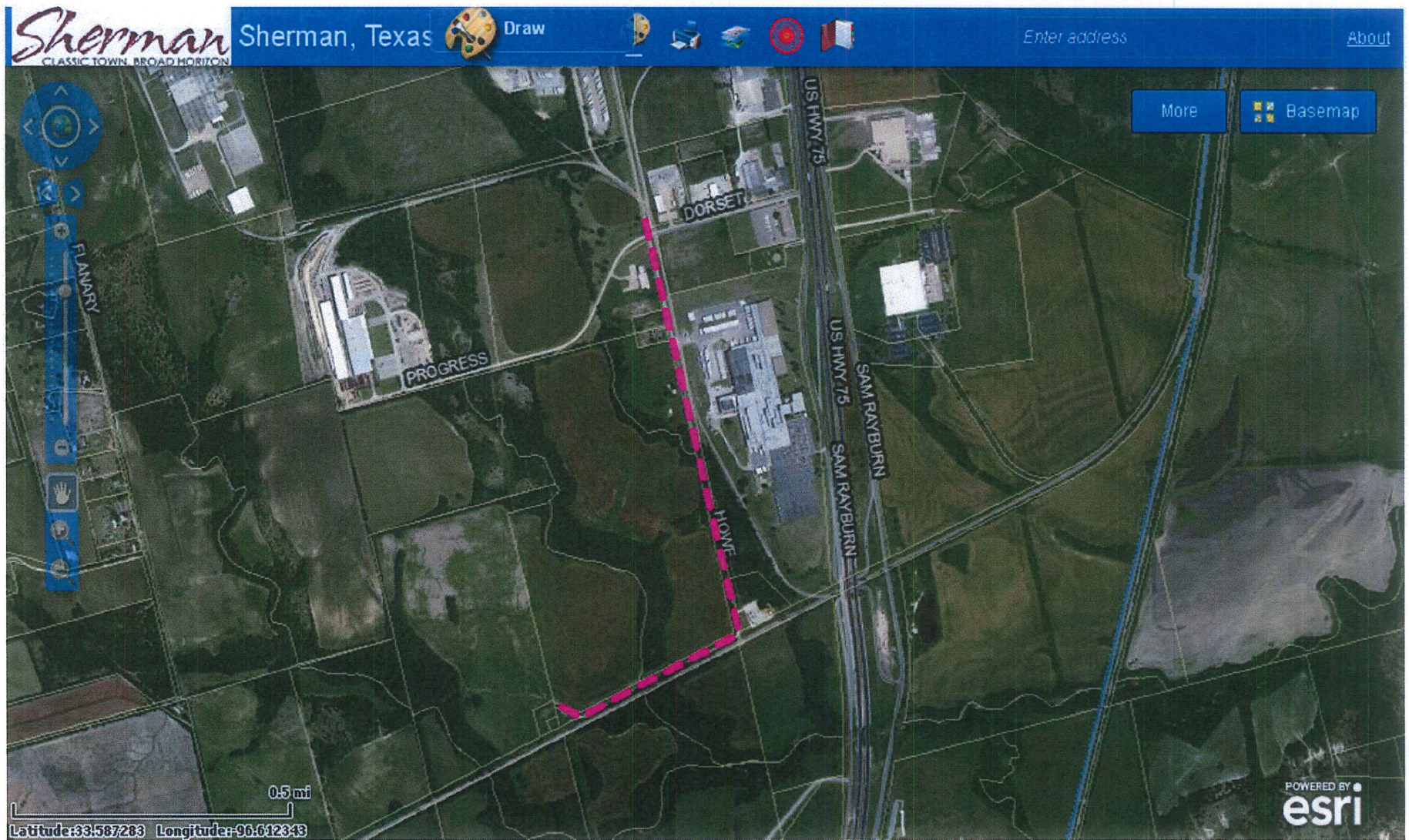
MAP 54

PID 57



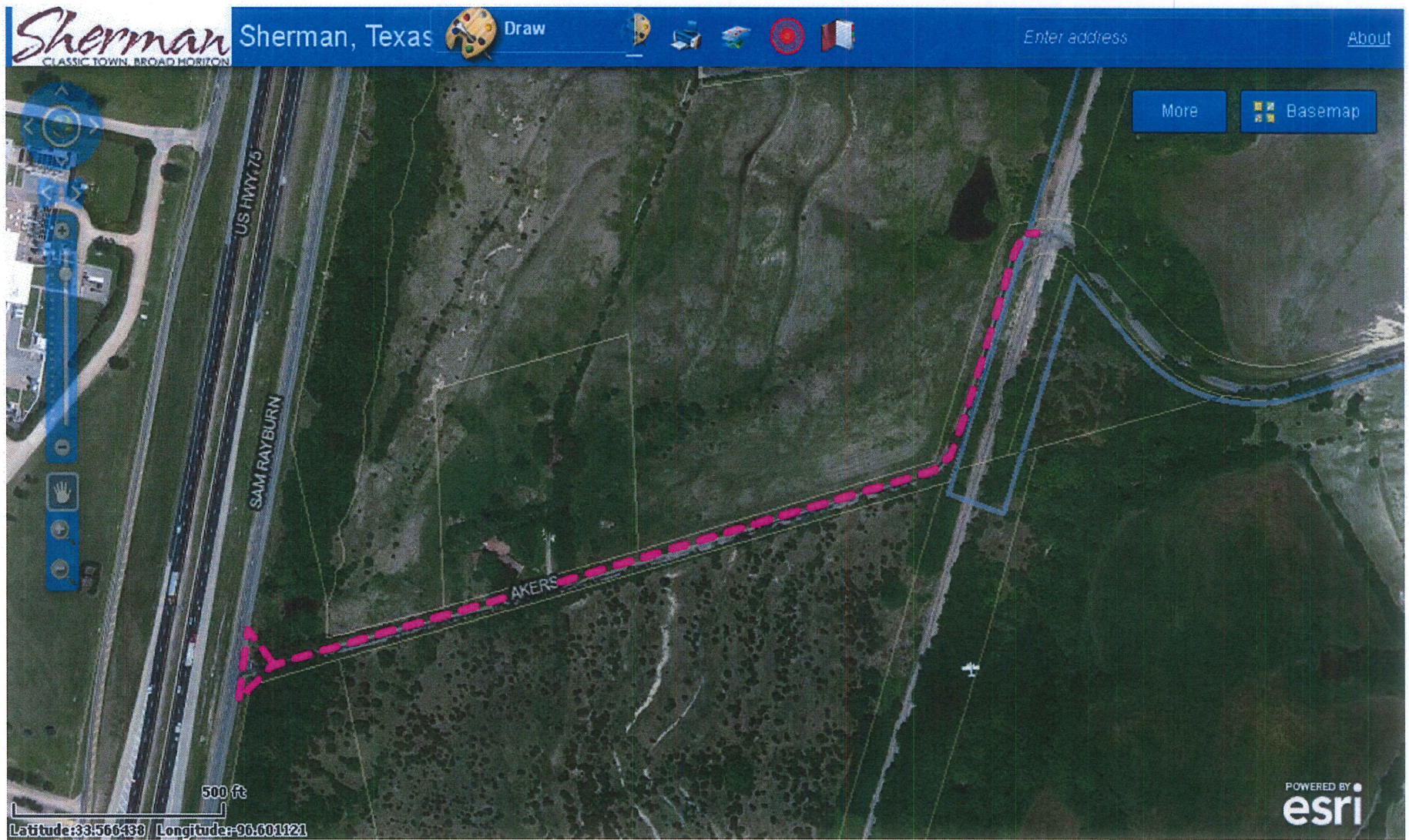
MAP 55

PID 58



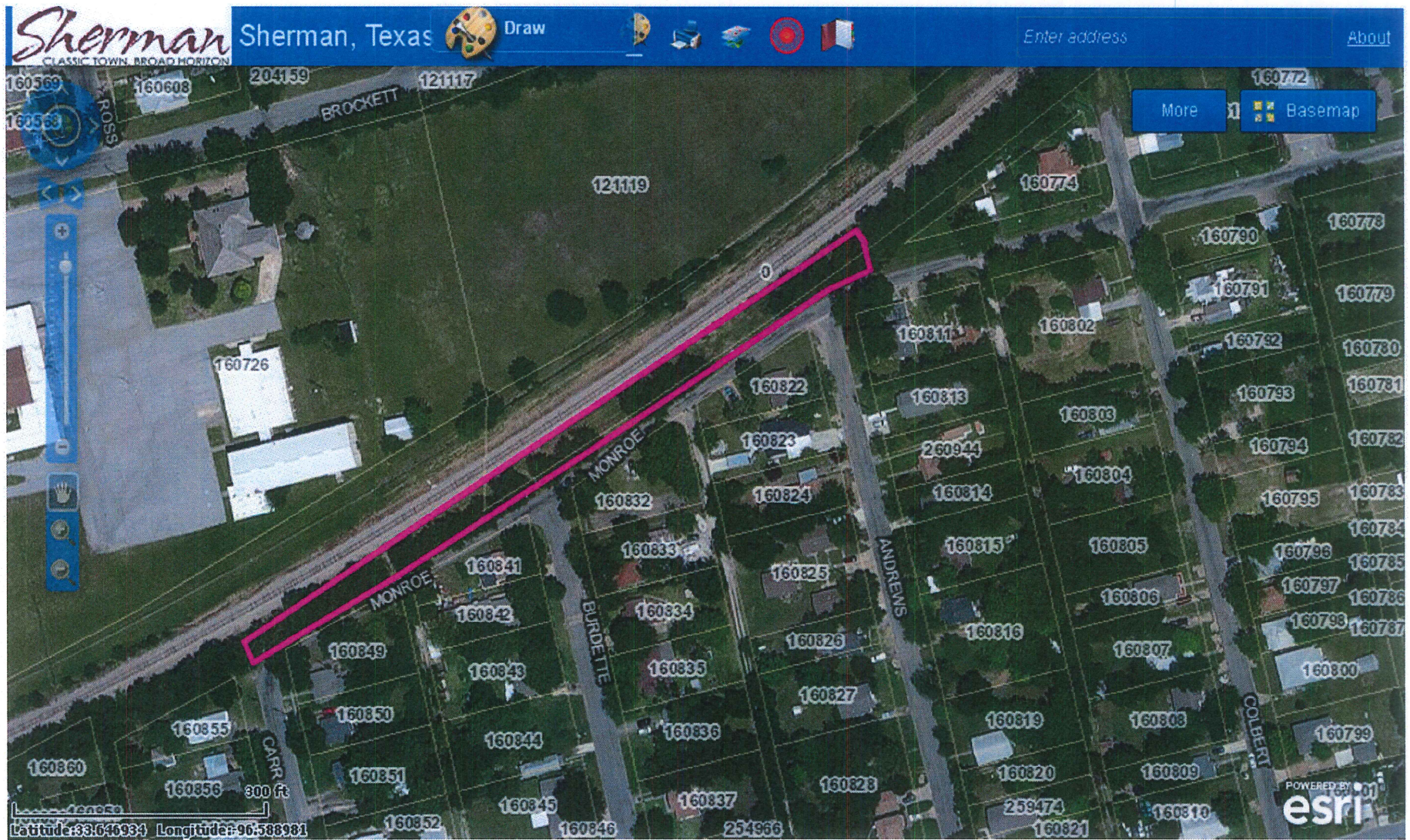
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PID 59



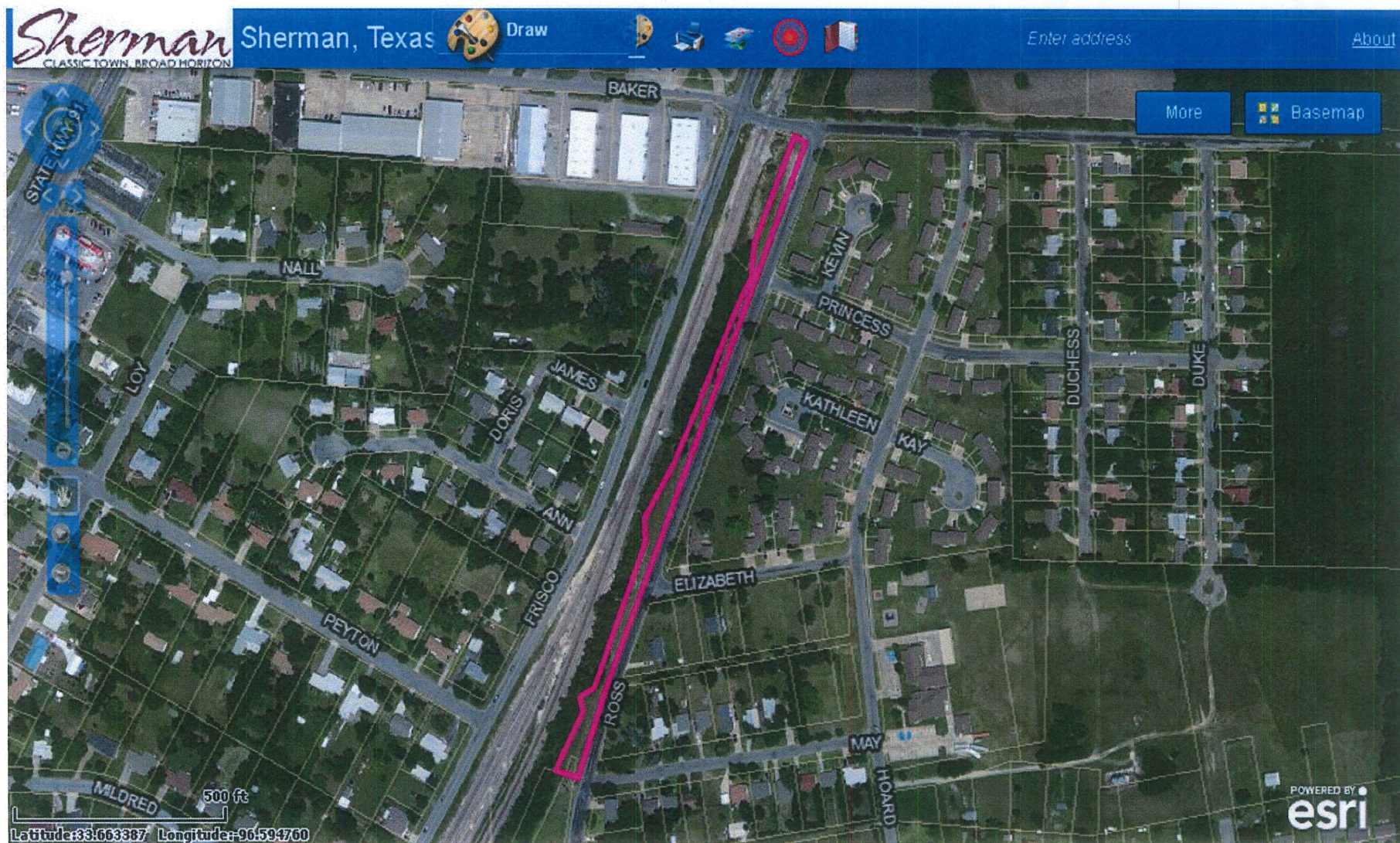
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PID 60



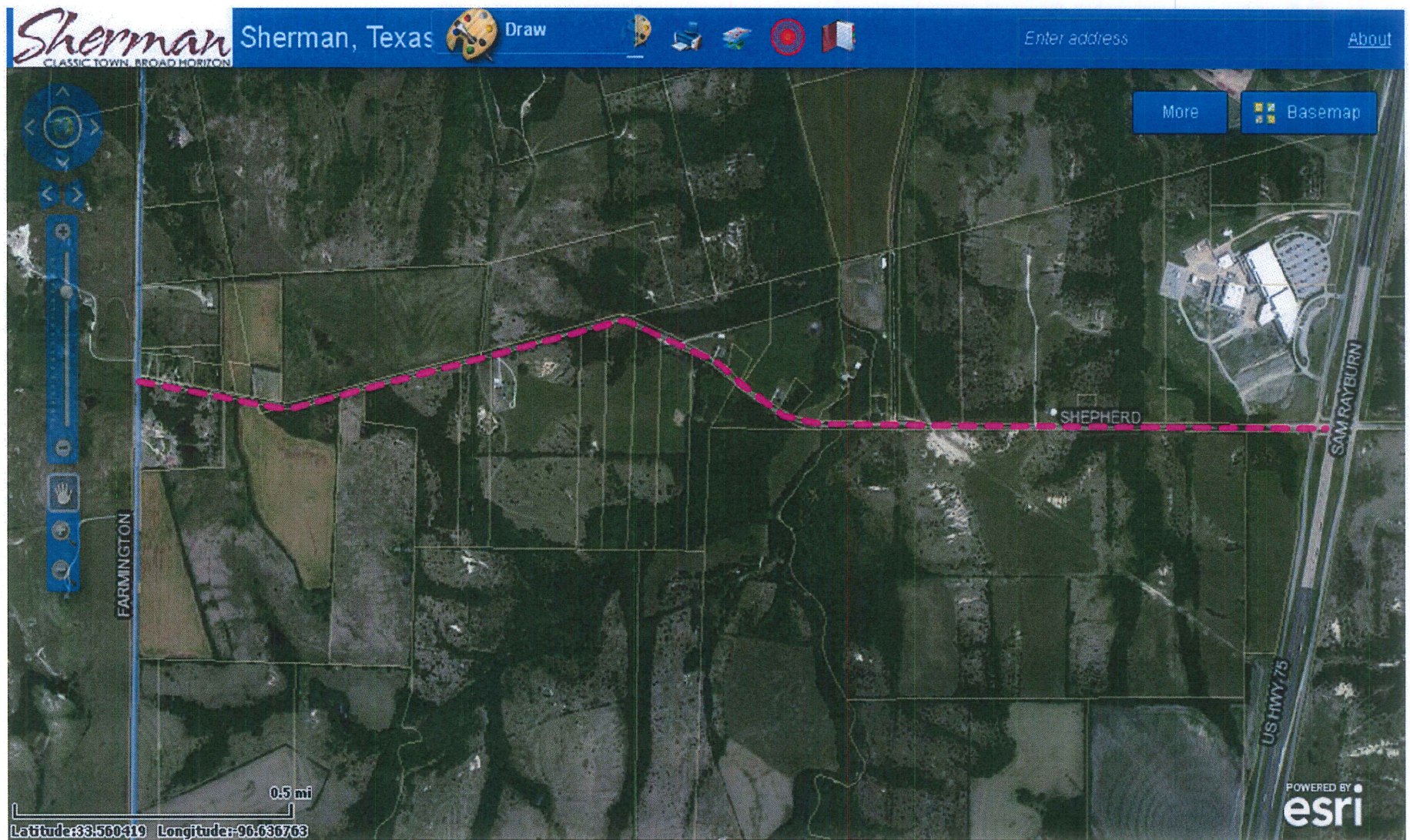
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PID 61



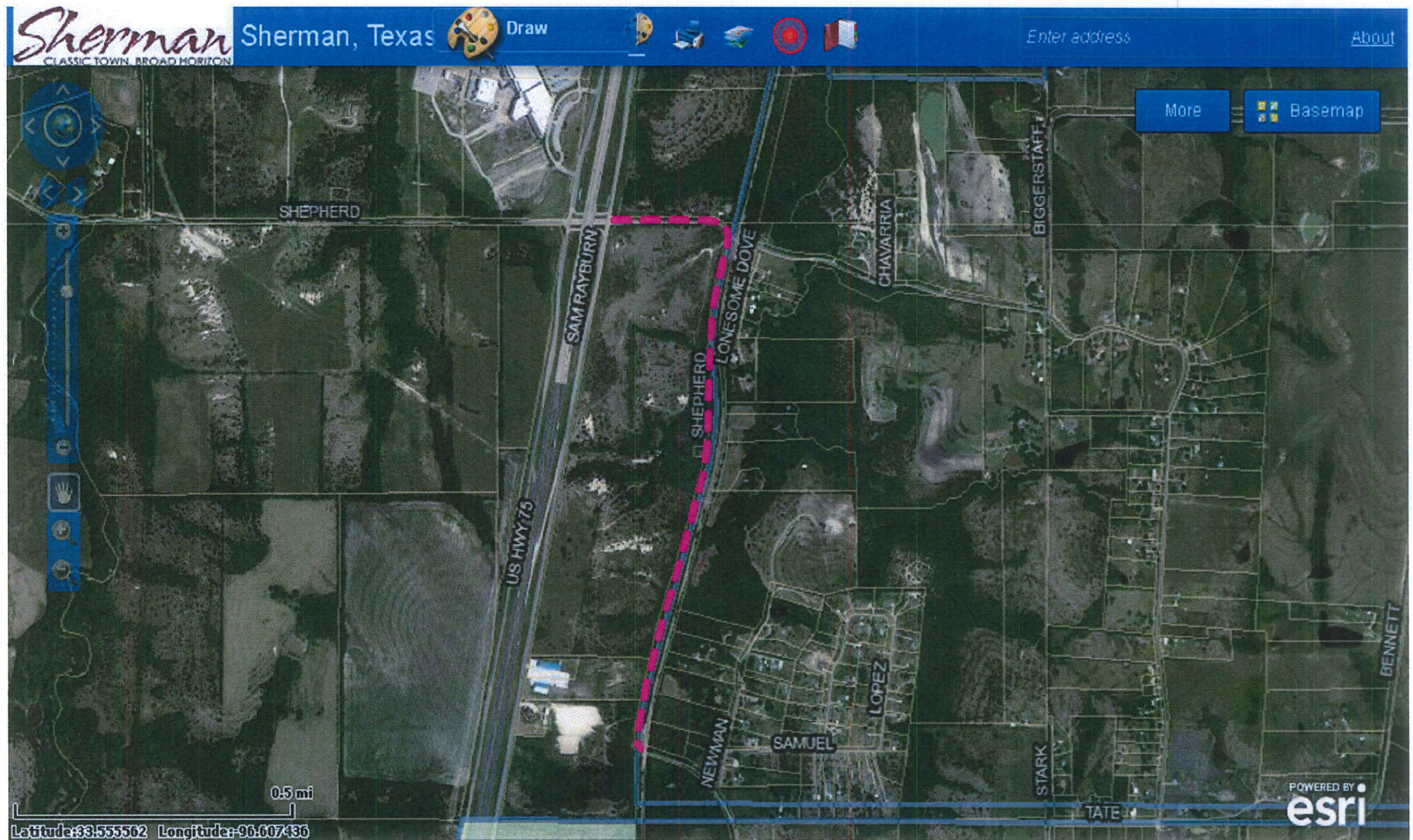
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PID 62



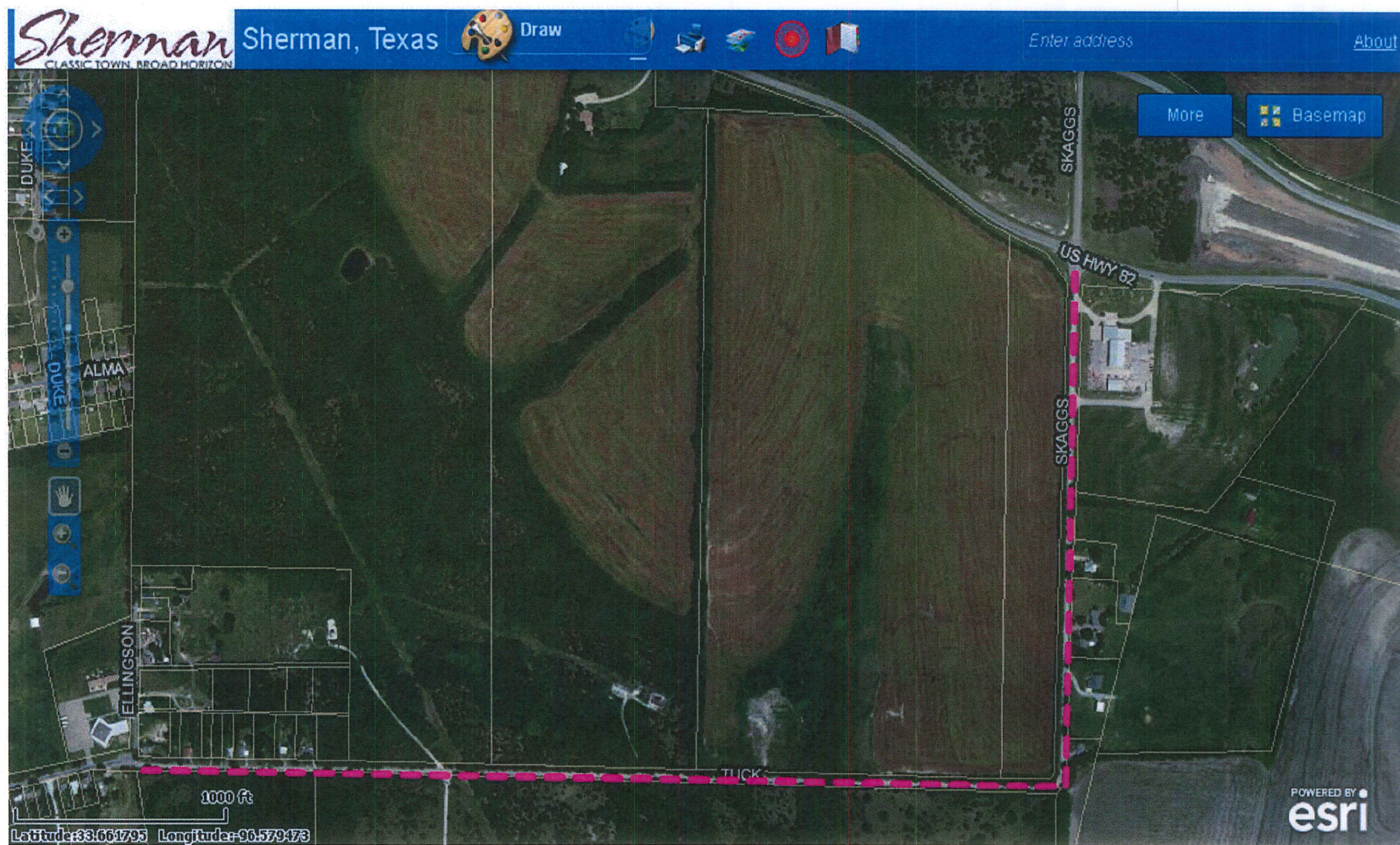
MAP 60

PID 63



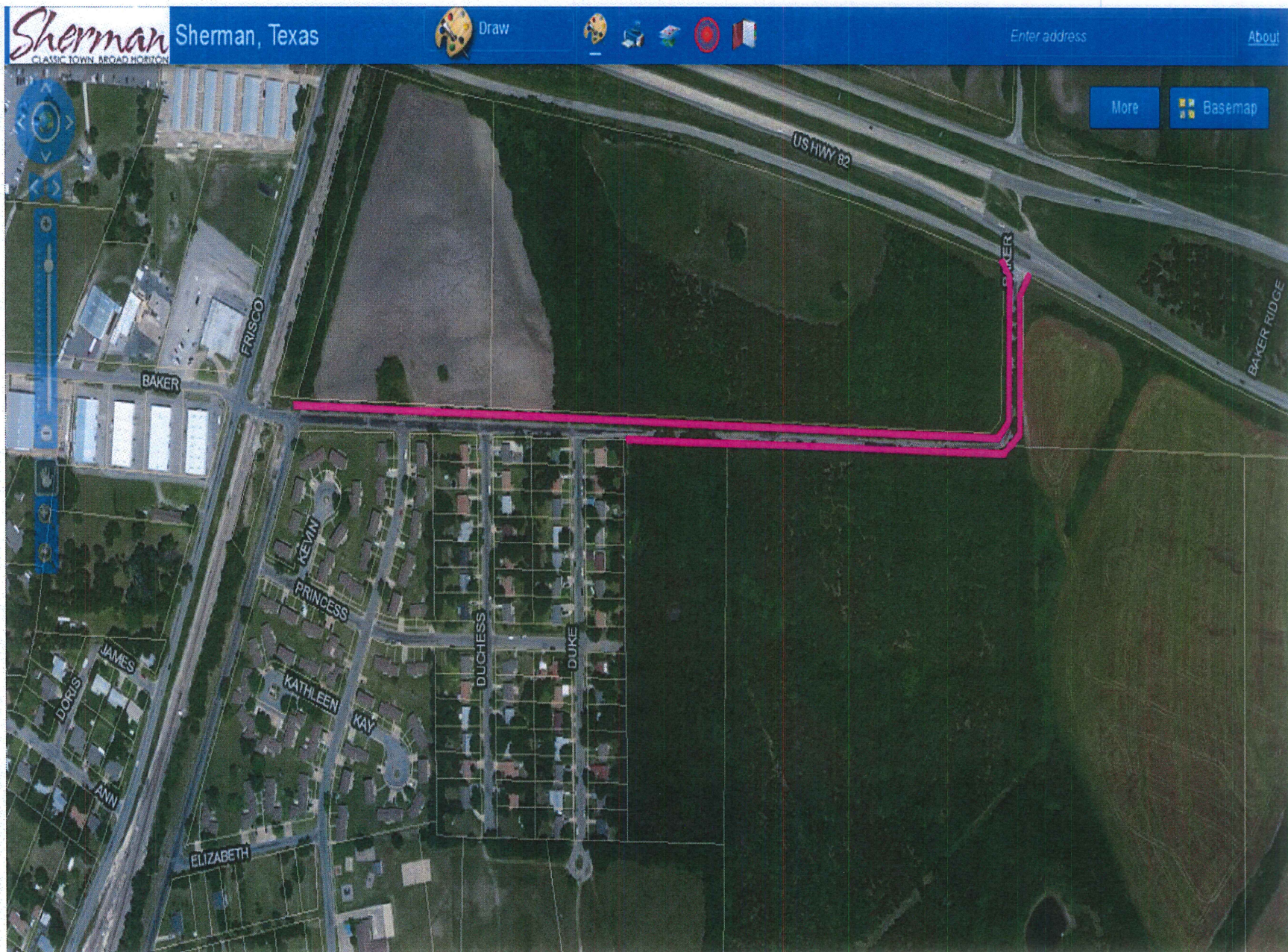
MAP 61

PID 64



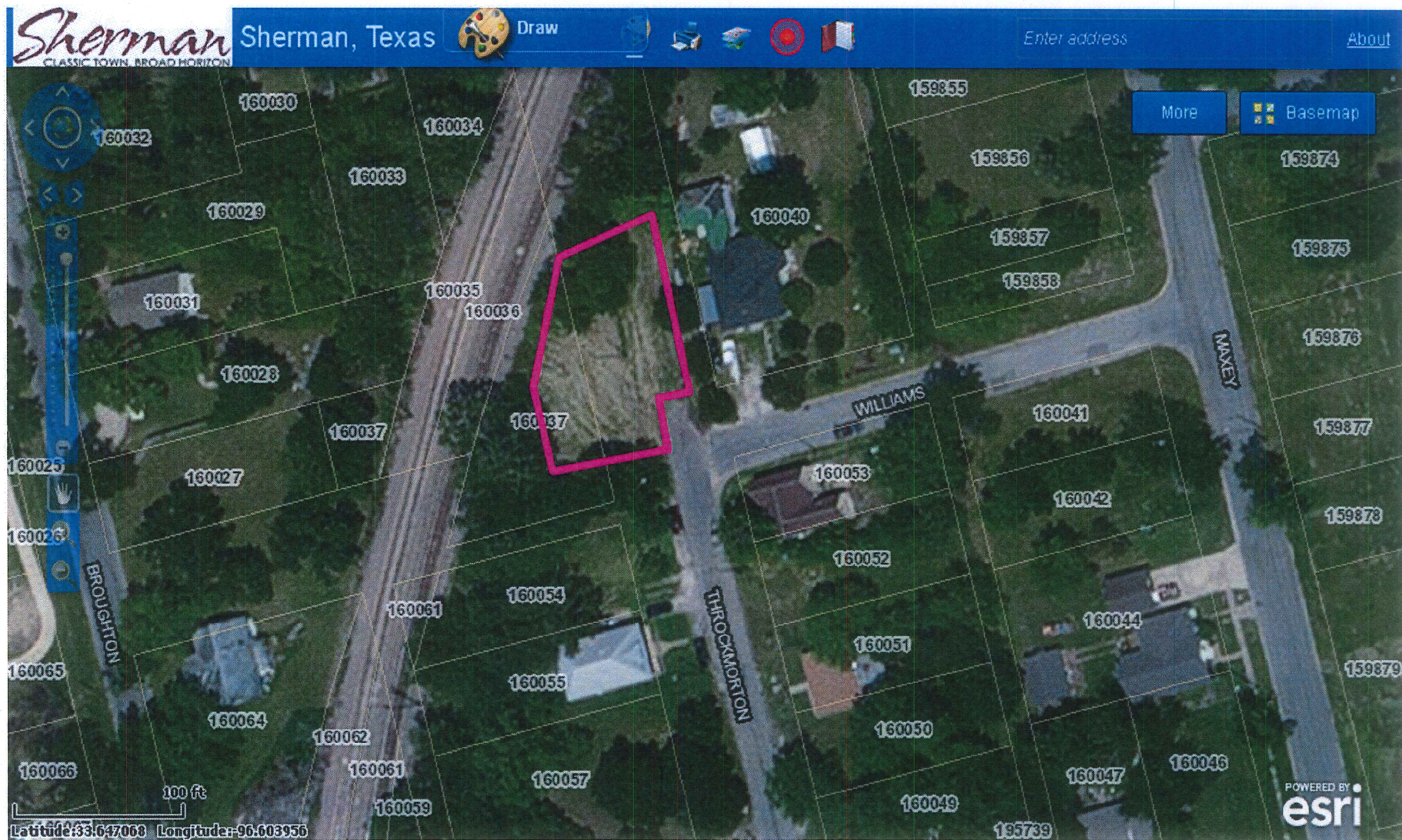
MAP 62

PID 65



MAP 63

PID 66



MAP 64

PID 67



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

F.1.

Meeting Date: 04/03/2017

Prepared By: Mary Lawrence, Director of Finance

Approved By: Robby Hefton, City Manager

Caption:

*** REQUEST TO ADVERTISE**

Route Optimization Software

Issue:

Obtaining City Council approval to advertise for the solicitation of public bids for the purchase and implementation of route optimization software

Background:

The City seeks to purchase and implement a route optimization software system. Such a system would reduce associated drive-time and costs as it relates to man hours, fuel, vehicle maintenance and other services; initially for use by the Residential Solid Waste, Commercial Solid Waste and Recycling departments.

The estimated cost of \$65,000.00 was approved by the City Council in the fiscal year 2016-2017 Budget.

Origination:

Information Technology Services

Financial Consideration:

The cost of advertising will be approximately \$200.00.

Staff Recommendation:

Staff recommends that the City Council approve this request to advertise for bids for the purchase and implementation of route optimization software.

Alternatives:

As may be recommended by City Council



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

F.2.

Meeting Date: 04/03/2017

Prepared By: Steve Ayers, Director of Public Services

Approved By: Robby Hefton, City Manager

Caption:

*** REQUEST TO ADVERTISE**

Annual Requirements for Janitorial Services in Certain City-Owned Facilities

Issue:

Seeking approval to advertise a Request for Proposals (RFP) for janitorial services in certain City-owned facilities

Background:

Historically, the City has contracted for the cleaning of certain City-owned facilities. The City's previous agreement for janitorial services will expire at the end of May 2017. As an ongoing effort to increase efficiency in maintaining City-owned facilities, we request permission to advertise a Request for Proposals for Janitorial Services for the following buildings: Sherman Public Library, Police Department, Municipal Airport, Utilities Laboratory, Senior Citizen Center, City Hall, Parks & Recreation Activity Center, Sherman Municipal Building, the Glennie O. Ham Center (Parks & Recreation Administrative Offices) and the Equipment Services Building.

Origination:

Building Maintenance Department

Financial Consideration:

Funds for janitorial services were appropriated in the approved budget for fiscal year 2016-2017. Advertising costs are estimated to be approximately \$200.00.

Staff Recommendation:

It is recommended that the City Council approve the advertising of the Request for Proposals for janitorial services for certain City-owned facilities.

Alternatives:

As may be directed by the City Council



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

G.1.

Meeting Date: 04/03/2017

Prepared By: Nate Strauch, Community & Support Services Manager

Approved By: Robby Hefton, City Manager

Caption:

OTHER BUSINESS

Receive a Presentation from Former Mayor Cary Wacker Regarding Efforts to Establish a State-Sanctioned Cultural District in Downtown Sherman

Issue:

Council will receive an update on the City's application to create a downtown cultural district.

Background:

During the regularly scheduled City Council meeting on February 3rd, Councilors received a presentation from a group of Austin College students regarding the creation of a cultural district in downtown Sherman. Since that time, Cary has continued to work with City staff on the project and a timeline has been developed for implementation. Several steps in that timeline will require various Council action. This presentation is intended to make public that timeline and provide Council with a "30,000-foot view" of the process moving forward.

Origination:

Former Mayor Cary Wacker
Director of Public Works Steve Ayers
Community and Support Services Manager Nate Strauch

Financial Consideration:

None to be considered

Staff Recommendation:

The Council need take no action at this time.

Attachments

Texas Commission on the Arts Letter dated February 1, 2017
Application Timeline

February 1, 2017

Nate Strauch, Community Services Manager
City of Sherman
220 W Mulberry St
PO Box 1106
Sherman, TX 75090

Dear Nate:

I am writing today to confirm that the Texas Commission on the Arts (TCA) is in receipt of your letter of intent for the Sherman Cultural District which indicates that you will file a complete application to the Cultural District Designation program with TCA on or before June 15, 2017.

The cultural district designation program is not a funding initiative. The goal is to recognize outstanding community cultural efforts across the state with the imprimatur of the Texas Commission on the Arts in an effort to promote cultural tourism opportunities for these places and bring audiences to your community. If you receive the designation as a cultural district, then you would be able to apply for TCA Arts Respond project support grants that comply with the priority areas of Texas government (education, health and human services, economic development, criminal justice and public safety, and natural resources and agriculture) to support activity that takes place in the cultural district. In addition, as a designated cultural district, you will be eligible to apply for an Arts Respond - Cultural District Project if the Legislature continues to appropriate dollars to support this initiative.

In preparing your cultural district designation application materials, it is important to remember that cultural districts are special zones that harness the power of cultural resources to stimulate economic development and community revitalization. These districts can become focal points for generating businesses, attracting tourists, stimulating cultural development and fostering civic pride.

You determine the boundaries of the cultural district, but keep in mind that you are developing plans to sell this area of your community to visitors as well as to your community. The area that you designate as the cultural district needs to be both manageable and marketable for both visitors coming to your city, and

citizens who reside in your community. The evaluation panels that review the cultural district designation applications have not looked favorably at proposed districts that were unreasonably large.

I am attaching an electronic version of the application form. You can also find the application form on the TCA website at this link:

<http://www.arts.texas.gov/wp-content/uploads/2015/12/CDDForm.pdf> .

Please note that applications must be written with the TCA Application Review Criteria as a guide. Evaluators will use these three criteria areas to score your applications, and that score will determine your recommendation as a designated cultural district. The three criteria areas include include **Artistic Quality** (up to 50 points), **Capability** (up to 25 points) and **Impact** (up to 25 points). You can find more information about these criteria areas at this link:

<https://www2.arts.state.tx.us/tcagrant/TXArtsPlan/Guidelines.htm>

In addition to the written application material, **applicants must also provide an audiovisual sample**. This material should tell the story of your cultural district in images; providing an overview of your community, the district and any activities that have occurred in the past and those planned for the future. The evaluation review panel will look at no more than five minutes of audiovisual material. Tips and instruction are included at this link:

<http://www.arts.texas.gov/checklists/culturaldd.htm>

IMPORTANT: Applicants must provide SIX copies of your application materials to the Texas Commission on the Arts. Only one copy of the audiovisual material is required.

As the manager of the Cultural District Designation program, I am ready and available to consult with you and your cultural district task force at any time. I can visit your community if time allows prior to the June 15th deadline. I have found that telephone consultation works well in the development of the final application form.

If you are going to be in Austin, and would like to see applications from communities that have successfully competed for cultural district designation, please call and make arrangements to meet with me while you visit our offices and review these applications.

I look forward to hearing from you and seeing your application materials in June.

Sincerely,

Jim Bob McMillan
Deputy Director
Texas Commission on the Arts
920 Colorado, Fifth Floor
Austin, TX 78701
512-936-6572
Fax 512-475-2699
jimbob@arts.texas.gov

Texas Cultural District Program – Application Process
Due in Austin June 15

Key Tasks

- Adopt city ordinance for designated cultural district and Cultural Commission
- Set up web pages
- Prepare survey
- Schedule public meetings
- Set up steering committee
- Produce video
- Prepare written application

Project Timeline

Monday, April 3	Initial presentation at City Council
Wednesday, April 5	Public Administration Symposium at Austin College
Monday, April 17	Adopt ordinance at City Council
Tuesday, May 25	Town Hall meeting
Saturday, April 29	Booth at Claws for a Cause
Tuesday, May 2	Downtown Sherman NOW meeting
Friday, May 5	Coffee with the Mayor
Monday, June 5	Show video & final presentation at City Council
Tuesday, June 13	Send package via Fedex



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

G.2.

Meeting Date: 04/03/2017

Prepared By: Steve Ayers, Director of Public Services

Approved By: Robby Hefton, City Manager

Caption:

*** OTHER BUSINESS**

Consider Request of the United Way of Grayson County to Temporarily Close Certain Streets for the "8th Annual United Way Hustle for Health" on Saturday, August 19, 2017

Issue:

United Way of Grayson County will kick off its 2017 annual campaign with the "8th Annual United Way Hustle for Health" on Saturday, August 19th, and is requesting the City of Sherman's assistance with traffic control and street closures.

Background:

United Way of Grayson County, in conjunction with multiple sponsors, will hold its annual campaign kickoff with the "Hustle for Health", a 5K/10K and Mini K on Saturday, August 19th. The race will begin at 8:00 a.m. and will follow the route displayed on the attached map. The run will require traffic control assistance and cones from City of Sherman.

United Way is also requesting the closure of Rusk Street in front of the Municipal Building from 8:00 a.m. to 9:00 a.m. Barricades will be provided by the City of Sherman Street Department.

Origination:

Kim Ramey, Resource Development Director, United Way of Grayson County

Financial Consideration:

Labor and equipment to provide traffic control assistance and place/remove barricades and cones.

Staff Recommendation:

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

Alternatives:

As directed by Council

Attachments

Request Letter

Run Map

Event Application Packet

713 E. Brockett, Post Office Box 1112
Sherman, TX 75091
Tel 903 893-1920 Fax 903 893-4141
www.unitedwaygrayson.org



February 22, 2017

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

Dear Mr. Hefton,

Last year's United Way Campaign Kickoff featured a 10k/5k/1k fun run that was a huge success. With over 500 people in attendance and over 400 race participants, we could not have been more pleased.

We are requesting from the city, traffic support and cones to be placed along the course. We are estimating five hundred (500) runners to participate. Please find below the details and attached the proposed course map.

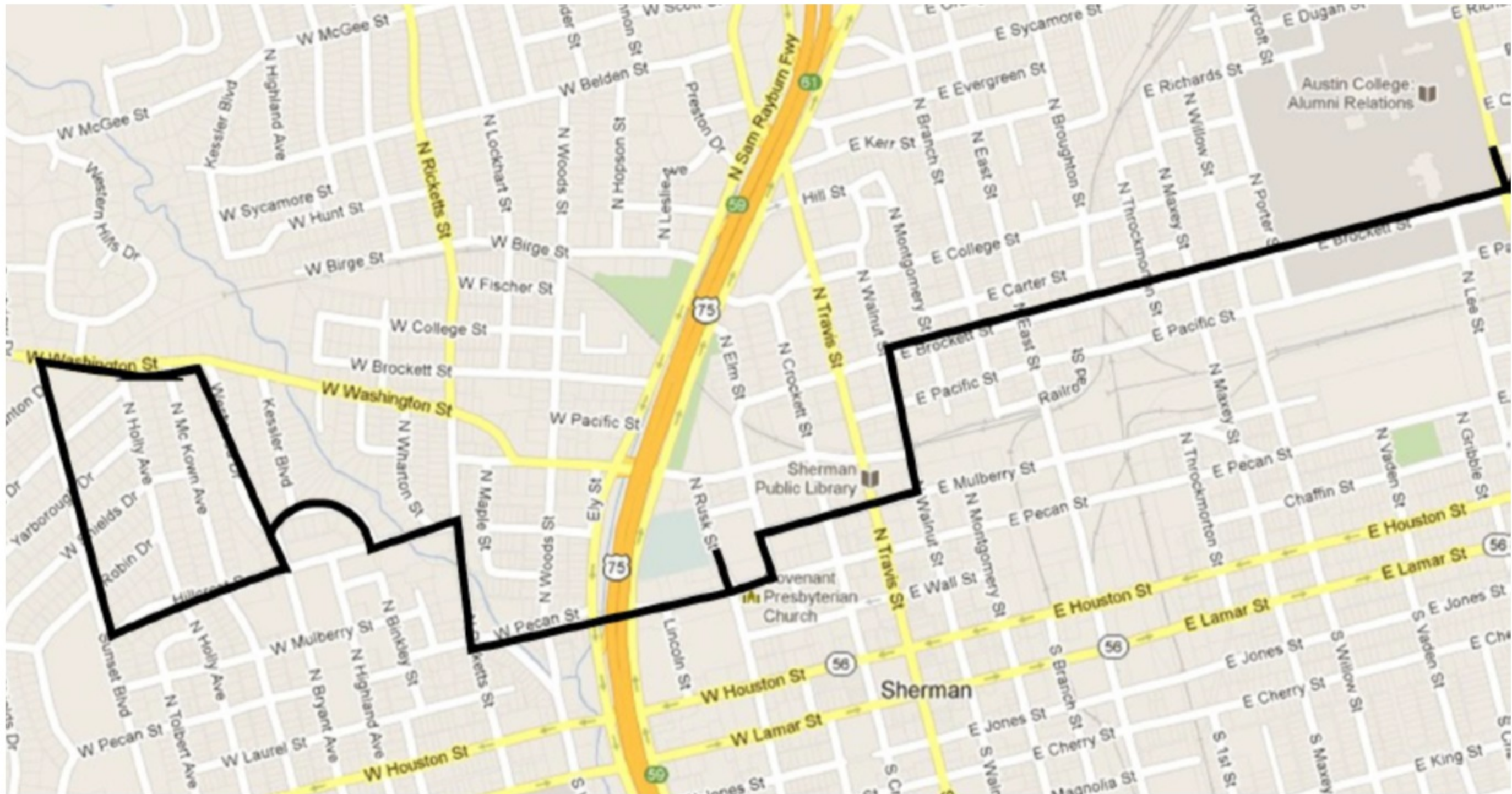
What: CIGNA "Hustle for Health" Run & United Way Annual Campaign Kickoff
Who: United Way of Grayson County
When: Saturday, August 19th 2017
Time: Race Start 8:00 a.m. finish 11:00 a.m.
Where: Sherman Municipal Grounds

We want to thank you in advance for your consideration of this event. If we can be of any assistance, please give me a call at 903-893-1920. We look forward to working with the city on this endeavor.

Sincerely,

Kim Ramey
Resource Development Director
United Way of Grayson County

**8th Annual Hustle for Health 5K/10K and Mini-K
August 19, 2017**



5K Start

N. Rusk St.
Turn left on W. Pecan
Turn left on N. Elm
Turn right on W. Mulberry
Turn left on N. Walnut
Turn right on E. Brockett
Turn left on N. Grand
*Turn around 5K Marker
Back to Start

10K Start

N. Rusk St
Turn right on W. Pecan
Over pedestrian bridge.
Turn right on N. Ricketts
Turn left on Hillcrest
Turn right on Kessler/Bryant
Turn left on Bryant
Turn right on Hillcrest
Turn right on Sunset Blvd.
Turn right on Washington
Turn right on Westwood

Turn left Kessler/Bryant
Turn Left on Hillcrest
Turn right on Ricketts
Turn left on W. Pecan
Over pedestrian bridge
Turn left on N. Elm
Turn right on W. Mulberry
Turn left on N. Walnut
Turn right on E. Brockett
Turn left on N. Grand
*Turn around 10K Marker
Back to Start

Special Event Application

This agreement is between the City of Sherman, hereinafter referred to as City, and an event/event coordinator, hereinafter referred to as event, for the cooperation of planning and operating a Special Event.

City reserves the right to close down or cancel any Event that is in violation of any City Ordinance or deviation from this agreement. The City also reserves the right to close down or cancel the Event if public safety or affected department supervisors deem the event unsafe for public participation.

- Application must be submitted at least 60 days prior to the event date.
- The Event must carry property, bodily injury and municipal liability insurance of \$1,000,000.00 per occurrence. The City of Sherman must be shown as an additional named insured on the insurance declaration. One (1) original copy of insurance must be submitted 30 days prior to event date.
- Alcohol distribution or consumption in any City Park and/or street is prohibited, unless approval is granted by motion and order by the City Council. A special event permit for alcohol on private property in conjunction with a Sherman private club may be permitted with a T.A.B.C license. Certain city-owned properties may allow for the consumption of alcohol.
- Please provide all information pertaining to the event as accurately as possible.

General Event Information

Official Name of Event: 8th Annual Hustle for Health

Type of Event: (i.e. Carnival, Circus, 1 Mile/5 K Run, etc.) 5K / 10K / Mini Fun Run

Event Date: 8-19-2017 Event Times: 6am-11am

Alternate Date: _____ Event Times: _____

*Alternate date required in case of weather delays

Location of Event: 903 N. Rusk St.
Event Contact Name: Kim Ramey
Event Contact Address: PO Box 1112 Sherman, TX 75091
Event Contact Phone: 903-893-1920 ext. 1
Event Contact Email: Kim.Ramey@unitedwaygrayson.org
Alternate Event Contact Name: David Cortinas
Alternate Event Contact Address: PO Box 1112 Sherman, TX 75091
Alternate Event Contact Phone: 903-893-1920 ext 2
Alternate Event Contact Email: David.Cortinas@unitedwaygrayson.org
Event Day Emergency Contact: Kim Ramey Phone: 903-815-5387
Event Day Emergency Contact: David Cortinas Phone: 903-818-3965
Estimated # of Participants: 500 Spectators: 100
Is Event Private or Open to the Public? ☐ Private Event ☒ Public Event

Description of Event

Include background/history of this event or type of event and a timeline of event. Maps and site plans are required; site plans should include location of concessions, port-a-lets and dumpsters; description of routes to be used, severe weather emergency plan, etc. Clean-up deposit may be required.

8th Annual Hustle for Health Campaign
Kick off for United Way of Grayson County
Use of restrooms and electricity requested
for Municipal Building.

Public Services

Will event take place at a public park/facility? ☒ Yes ☐ No

If yes, which park/facility? Municipal Grounds

*Park and/or facility reservation(s) required prior to completing this application.

Will you need any public street closures? ☒ Yes ☐ No

If Yes, which streets? Sherman PD will be notified
and will make recommendations.

Rusk

*Closure of TxDOT controlled streets will need prior approval by TxDOT.

*Police and Fire vehicles must have access through street closures if the need arises.

Street closure time: _____ Time closure removed: _____

*Barricades will be provided by the City for the listed street closures. Fees may be required for additional barricade requests.

Where are the parking areas located: (Include on site plan) _____

Does your event require special/additional support? (Fee may be required)



Police
(crowd control, traffic control, etc.)
If yes, contact Jarena Capps, Police
Department, 903-892-7397



Fire Department
(EMT Support, etc.)
If yes, contact Chief Jones, Fire
Department, 903-892-7263



Other
(provide detail)

If any special/additional support is checked above it is the responsibility of the event coordinator to contact the person listed above, prior to approval. If no contact is made by the event coordinator, the approval process for your special event will cease.

Number of trash containers and size requested over and above the current level: _____

*Per city ordinance, all solid waste services must be provided by the city. Additional fees are possible for solid waste services.

Concessions

Will food concessions be present at the event? ____ Yes ☒ No

Name, Address & Phone Number for Food Vendors: _____

*All food vendors are required to have the appropriate permits required by the city or the county.

Fire Prevention

Will you have any tents at the event? ☒ Yes ____ No

Will any tents be over 200sq. ft.? ____ Yes ☒ No

*No smoking signs and 5lb. ABC extinguishers are required in all tents over 200sq. ft.

Will any tents be enclosed? ____ Yes ☒ No

*A permit (\$50.00 fee) must be obtained from the Developmental Services Department for enclosed tents.

*A flame certificate for the tent and a site plan showing the setback from the property lines will be required to obtain this permit.

Will you have bounce houses? ____ Yes ☒ No Number: _____

Will you have other air supported structures? ____ Yes ☒ No

Will there be fireworks? ____ Yes ☒ No

Will there be any temporary structures built or placed on site? ____ Yes ☒ No

If Yes, describe: _____

Miscellaneous

Will you need the use of city water and/or electricity? ☒ Yes ____ No

*Additional fees will apply to the usage of city utilities

Where will restroom facilities be located? _____
Municipal Building
713 E. Brockett @ United Way

*Depending on accessibility of restroom facilities, city may require portable toilets to be used

Will there be music or any other use of a loudspeaker? ☒ Yes ☐ No

If Yes, please fill out the following:

Type of loudspeakers: Carvin 15" 2way 350 Watt How many: 2

Type of Amplifiers: 18" subwoofer 700 Watt How many: 2

Type of electrical devices: Mackie Digital Console How many: 1

Date and time loudspeakers/amplifiers/electrical devices will be in use: _____

*Loudspeakers/Amplifiers/Electrical Devices cannot be used during the hours of 9pm to 8am

Will you have any animals at the event? ☐ Yes ☒ No

If yes, are any prohibited/regulated animals? _____

*All pet owners must abide by Grayson County leash law

Public Information

Describe signage that will be used for the event, to include placement of signs: _____

Mile Marker Signs

Describe how you will notify residents affected by the event either living on the route/course or nearby. Radio/Television

*Proof of notification may be required

Overnight Accommodation Needs

Will event produce overnight stays in Sherman hotels, motels or bed and breakfasts? If so, how many rooms potentially? NO

* The Sherman Chamber of Commerce is available for assistance with hotel information and accommodation needs for the event.

Agreement:

Initial

Jim

I hereby attest that the information contained in this application is true and correct. I understand that this is only an application and not a guarantee that a permit will be issued. If a permit is issued, I agree that: (1) if any of the information contained in this application is found to be false: or (2) should my conduct, or the conduct of any participants or guests, not adhere to the Special Event Policies and Procedures: or (3) should any applicable city, county, state or federal rules, regulations, codes or laws be violated, any permit issued shall automatically become null and void and any activity associated with this permit will immediately cease.

Initial

Jim

Applicant agrees to assume the defense of and indemnify and save harmless the City, its council members, boards, commissions, officers, employees and agents, from all suits, actions, damages or claims to which the City may be subjected of any kind or nature whatsoever resulting from, caused by, arising out of or as a consequence of such temporary street closure and the activities permitted in connection therewith. The city may require, as a condition of issuance of a permit, that the applicant obtain insurance to serve this end, in such an amount and with such terms as the City determines to be appropriate under the circumstances. This shall be a continuing release and shall remain in effect until revoked in writing.

Initial

Jim

In case of emergency or for reasons beyond the City's control, the City reserves the right to cancel the permit prior to scheduled use without liability. Refunds will be made if cancellation by the City is necessary.

Initial

Jim

Alcohol must be confined to private property. Alcohol consumed on Public property is a violation of city Ordinance and is prohibited.

Signature:

I the undersigned representative have read the policies and procedures with reference to this application. The information contained herein is complete and accurate.

Signature

Jim Ramey

Date

1-24-17

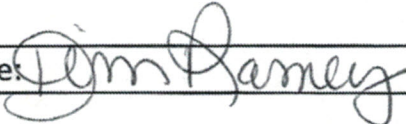
DEPARTMENT APPROVALS

DEPARTMENT	DATE	SIGNATURE
City Council Approval		
Fire Department		
Police Department		
Public Works Department		
Solid Waste & Recycling Department		
Parks & Recreation Department		

**Special Event
Date Request Form**

Name of Event:	8th Annual Hustle for Health
Type of Event (i.e. Carnival, Circus, Festival, 1 Mile/5 K Run, etc.):	5k / 10k / Mini K
Location of Event:	405 N. Rusk
Date of Event:	Saturday August 19th 2017
Event Contact Name:	Kim Ramey / David Cortinas
Event Contact Address:	PO Box 1112 Sherman TX 75091
Event Contact Phone:	903-893-1920
Event Contact Email:	Kim.Ramey@unitedwaygrayson.org David.Cortinas@unitedwaygrayson.org

Completion and approval of the Special Event Date Request Form does not guarantee event approval. The Community and Support Services Department must receive the completed Special Event Application 60 days prior to the event date. If the application is not received the date will be released 60 days prior to the event.

Requester Signature:		Date:	1/24/17
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*Office Use Only	
Date Request Received:	
Event Date Hold Approved: YES NO	
If NO, reason:	
Date 60 Days Prior to the Event Date:	
Date Special Event Application Received:	
Requested Event Date Released: YES NO Date:	
Community and Support Services Department Signature:	



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Meeting Date: 04/03/2017

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

COUNCIL CALENDAR

Attachments

2017 Council Calendar

2017

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

FEBRUARY						
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MARCH						
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APRIL						
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JUNE						
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JULY						
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AUGUST						
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SEPTEMBER						
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OCTOBER						
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29	30	31				

NOVEMBER						
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DECEMBER						
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24	25	26	27	28	29	30
31						

1/2/2017	New Years Day/Called Council Meeting on 1/3/2017 - Cancelled
3/21/2017	Called Joint Meeting with SISD Board of Trustees
4/21/2017	Called Budget Planning Mtg in Council Chambers
6/15-16/2017	Called Budget Workshop in Council Chambers
9/4/2017	Labor Day/Called Council Meeting on 9/5/2017

[illegible]