

**CITY OF SHERMAN
CITY COUNCIL REGULAR MEETING AGENDA
COUNCIL CHAMBERS OF THE CITY HALL
220 WEST MULBERRY STREET
SHERMAN, TEXAS
MONDAY, MARCH 21, 2016
5:00 P.M.**

- A. 1. CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN**
- A. 2. PLEDGE OF ALLEGIANCE LED BY MAYOR DAVID PLYLER**
- A. 3. INVOCATION BY MAYOR DAVID PLYLER**
- A. 4. APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF MARCH 7, 2016**

Other Business

- B. 1. OTHER BUSINESS**
Certifying Results of an Initiative Petition Calling for a Special Local Option Election for "The Legal Sale of All Alcoholic Beverages Including Mixed Beverages"

Public Hearing

- C. 1. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5942**
Ordering an Election of the Qualified Voters of the City of Sherman, Texas, on the 8th day of November, 2016, for the Purpose of a Local Option Election to Consider the Legal Sale of All Alcoholic Beverages including Mixed Beverages; Providing that Said Election shall be held Jointly with Grayson County, Texas; Designating Election Precincts; Appointing Election Officials; Providing for Notice of Said Election; Providing for the Use of Direct Recording Electronic Voting Equipment; Providing for Early Voting
- C. 2. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5943 (UNDER APPEAL FROM P&Z)**
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, Surveyor); Providing that this Specific Use Permit Shall be Granted Subject to Certain Conditions; Providing a Penalty Not to Exceed \$2,000.00

- C. 3. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5944**
Closing and Abandoning a Portion of the Bordeaux Street Right-of-Way lying between Lot Five (5), Block One (1) and Lot Nine (9), Block Two (2) of the Town North Addition, said Property to be Maintained as a Utility Easement

Close Public Hearing and Consider Adoption of Ordinances

- C. 4. **ADOPTION OF ORDINANCES**
Consider Adoption of Ordinance Numbers: 5942, 5943 and 5944
- C. 5. **CONSENT AGENDA**
Asterisked (*) items are considered to be routine and will be enacted in one motion without discussion unless a Council Member or a citizen requests a specific item be discussed and voted on separately
- C. 6. **TABLED AT THE MARCH 7, 2016 CITY COUNCIL MEETING:**
ADOPTION OF ORDINANCE NO. 5933
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 Providing for a New Section 6.02.008 to be entitled "Additional Requirements for Mobile Food Units (MFU)"

Resolutions

- D. 1. **RESOLUTION NO. 6065**
Authorizing Execution of a Professional Services Agreement with McManus & Johnson Consulting Engineers, LLC. for the Engineering Design of Swan Ridge Drive
- D. 2. **RESOLUTION NO. 6066**
Authorizing Execution of an Advance Funding Agreement between the City of Sherman and the State of Texas, Acting By and Through the Texas Department of Transportation, for Project Management Services Rendered by a Local Government [FM 131 (Travis Street) from FM 691 South to US 75]

Requests to Advertise

- E. 1. *** REQUEST TO ADVERTISE**
Annual Supply of Hot Mix Asphalt

Change Orders

- F. 1. *** CHANGE ORDER NO. 3**
Approving the Greater Texoma Utility Authority's Intention to Execute Change Order No. 3 for Construction of the Sherman Wastewater Treatment Plant Headworks Lift Station Replacement and Electrical Upgrade

Other Business

G. 1. OTHER BUSINESS

Receive Director of Community & Support Services Steve Ayers' Presentation on Facility and Space Utilization

G. 2. OTHER BUSINESS

Receive Communications Manager Nate Strauch's Presentation on the City of Sherman's Low Income Housing Tax Credit Policy

G. 3. OTHER BUSINESS

Consider Scheduling a Joint Meeting of the City Council and the Sherman Independent School District Board of Trustees for 11:30 a.m. on Monday, April 11, 2016, for a Strategic Planning Session

H. CITIZEN REQUESTS

I. MEDIA QUESTIONS

Consider Board/Commission Appointments

J. 1. APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS

(a) Main Street Advisory Committee (6)

K. COUNCIL COMMENTS

L. ADJOURNMENT

COUNCIL CALENDAR

CERTIFICATION

I, the undersigned authority, do hereby certify that the above Notice of Regular Meeting of the City Council of the City of Sherman is a true and correct copy of said Notice and that I posted a true and correct copy of said Notice on the bulletin board at City Hall of said City of Sherman, Texas, a place convenient to the public, and said notice was posted on March 17, 2016 at 4:00 p.m., and said time of posting was 72 hours before said meeting was convened or called to order.

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

City Clerk

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

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

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

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

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

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

Mayor

David Plyler

Deputy Mayor

Jason Sofey

Council Members

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

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

Lawrence Davis, Council – District #1

Terrence R. Steele, Council – District #2

Tom Watt, Council – District #3

Tammy Johnson, Council – District #4



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. A. 4.

Meeting Date: 03/21/2016

Prepared By: Linda Ashby, City Clerk

Approved By: Robby Hefton, City Manager

Caption:

APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF MARCH 7, 2016

Attachments

March 7, 2016

Kenneth Meyers Letter

March 7, 2016

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

CALL TO ORDER

CALL TO ORDER

APPROVE MINUTES

PUBLIC HEARING

**PANDA SHERMAN
POWER TAX
ABATEMENT
ADDENDUM**

The City is proposing to modify the tax abatement agreement, which will be considered under Resolution No. 6060, later in this meeting.

INTRODUCTION AND PUBLIC HEARING OF ORDINANCES

**ORD 5931
ANNEXATION
FRIENDSHIP ROAD
AND SH 56**

1

PLAN; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER.

Mr. Hefton said this is the last public hearing on the annexation of property near Friendship Road and Hwy 56. Sherman's growth path is on the western part of town, from Hwy 56 to Hwy 82.

Kenneth Meyers, Meyers Industrial Park

Mr. Meyers is the owner of Meyers Industrial Park, located at Friendship Road and Hwy 56. He appeared representing the 29 companies in Meyers Industrial Park, as well as Hughlan Property Holdings, Prengler Products, and National Carport. Together, these companies represent a majority of the tax base included in the proposed annexation. These companies are opposed to the annexation.

He said several people spoke at the last public hearing about the annexation, and on March 5, 2016, he received a letter stating that no sewer services will be provided to this area, and to connect to the City water would require lines of up to a quarter mile, a City water meter, backflow valve, and/or boring underneath a State highway. Mr. Meyers said this would add a great expense for companies that are adding over \$4.5 million tax base to Sherman.

He said the letter did answer some of the questions, but it stated that all property would be annexed as an R-A on the effective date of the annexation ordinance. R-A is defined as a single family agricultural. Mr. Meyers said he understood that since this includes existing businesses, they could be zoned under the best code that fits them.

Mr. Meyers said that since statements in the City's letter and the service plan seem inconsistent, he asked that the annexation be tabled until the issues are clarified and resolved.

No other citizens appeared before the City Council to discuss Ordinance No. 5931.

Mayor Plyler introduced Ordinance No. 5932 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING CHAPTER 14, EXHIBIT A OF THE CODE OF ORDINANCES, ENTITLED "GENERAL ZONING ORDINANCE", AT SECTION 8, ENTITLED "ADMINISTRATION AND ENFORCEMENT; BUILDING PERMITS, CERTIFICATES OF ZONING COMPLIANCE, TEMPORARY USE PERMITS, AND SPECIFIC USE PERMITS", SUBSECTION 4, ENTITLED "TEMPORARY USE PERMITS", TO DELETE IN ITS ENTIRETY PARAGRAPH (4.1), ENTITLED "MOBILE FOOD VENDOR"; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER CLAUSE.

ORD 5932
DELETE MOBILE
FOOD VENDOR
REGULATIONS

COUNCIL MINUTES – MARCH 7, 2016

Mayor Plyler asked that Ordinance Nos. 5932 and 5933 be read and considered together for public hearing.

No citizens appeared before the City Council to discuss Ordinance No. 5932.

Mayor Plyler introduced Ordinance No. 5933 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 PROVIDING FOR A NEW SECTION 6.02.008 TO BE 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 5933
ADD MOBILE
FOOD VENDOR
REGULATIONS**

Brandon Shelby, City Attorney, explained that Ordinance No. 5932 deletes any reference to mobile food vendors from the General Zoning Ordinance. That regulation was relocated to the Code under Health and Sanitation.

Ordinance No. 5933 amends Section 6.02 to add more detail to the regulation of mobile food units. That section already contained a reference to County and State law, to handle the permitting process for restaurants.

The staff added a few additional details for citizens that would like to operate mobile food units.

No citizens appeared before the City Council to discuss Ordinance No. 5933.

Mayor Plyler introduced Ordinance No. 5934 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING CHAPTER 14, EXHIBIT A OF THE CODE OF ORDINANCES, ENTITLED "GENERAL ZONING ORDINANCE", AT SECTION 8, SUBSECTION (5)(A), AMENDING THE REQUIREMENTS FOR A SPECIFIC USE PERMIT; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER CLAUSE.

**ORD 5934
AMEND
REQUIREMENTS
FOR SPECIFIC
USE PERMITS**

Mayor Plyler asked that Ordinance Nos. 5934, 5935, 5936, 5937, and 5938 be read and considered together for public hearing.

No citizens appeared before the City Council to discuss Ordinance No. 5934.

Mayor Plyler introduced Ordinance No. 5935 and called for a public hearing:

**ORD 5935
AMEND PERMITTED**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING CHAPTER 14, EXHIBIT A OF THE CODE OF ORDINANCES, ENTITLED "GENERAL ZONING ORDINANCE", AT SECTION 6, SUBSECTION 6.4, ENTITLED "C-1 (RETAIL BUSINESS) DISTRICT"; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR A SEVERABILITY; PROVIDING FOR A REPEALER CLAUSE.

USES IN THE C-1
RETAIL BUSINESS
DISTRICT

No citizens appeared before the City Council to discuss Ordinance No. 5935.

Mayor Plyler introduced Ordinance No. 5936 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING CHAPTER 14, EXHIBIT A OF THE CODE OF ORDINANCES, ENTITLED "GENERAL ZONING ORDINANCE", AT SECTION 6, SUBSECTION 6.5, ENTITLED "C-2 (GENERAL COMMERCIAL) DISTRICT"; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR A SEVERABILITY; PROVIDING FOR A REPEALER CLAUSE.

ORD 5936
AMEND PERMITTED
USES IN THE C-2
GENERAL
COMMERCIAL
DISTRICT

No citizens appeared before the City Council to discuss Ordinance No. 5936.

Mayor Plyler introduced Ordinance No. 5937 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING CHAPTER 14, EXHIBIT A OF THE CODE OF ORDINANCES, ENTITLED "GENERAL ZONING ORDINANCE", AT SECTION 6, SUBSECTION 6.6, ENTITLED "M-1 (LIGHT MANUFACTURING) DISTRICT"; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER CLAUSE.

ORD 5937
AMEND PERMITTED
USES IN THE M-1
LIGHT
MANUFACTURING
DISTRICT

No citizens appeared before the City Council to discuss Ordinance No. 5937.

Mayor Plyler introduced Ordinance No. 5938 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING CHAPTER 14, EXHIBIT A OF THE CODE OF ORDINANCES, ENTITLED "GENERAL ZONING ORDINANCE", AT SECTION 6, SUBSECTION 6.8.1, ENTITLED "O-1.1 (F.M. HIGHWAY 1417) OVERLAY DISTRICT"; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER CLAUSE.

ORD 5938
AMEND
REQUIREMENTS
FOR THE O-1.1
FM HWY 1417
OVERLAY DISTRICT

Scott Shadden, Director of Development Services, explained that, at the June 25, 2015 Budget Work Session, the City Council directed the staff to review the Hwy 1417 Overlay District and the General Zoning Ordinance as it applies to that.

COUNCIL MINUTES – MARCH 7, 2016

The staff asked Kimley-Horn Consultants to review the issues, and they provided a recommendation. The Planning and Zoning Commission formed a subcommittee to review the recommendations and suggest revisions.

Recommendations from the subcommittee included increasing the Hwy 1417 Overlay District from 300 to 500 feet along each side of Hwy 1417; more defined building standards, materials, colors, and architectural features; and requires detention area screening, such as berms and landscape.

The recommendations also modified the sign regulations, which should eliminate the need for some exceptions; and suggested moving the incompatible uses throughout the City to the Specific Use Permit list. They recommended taking uses out of C-1, C-2, and M-1, and moving them to the SUP list, which will require a public hearing at both the Planning and Zoning and the City Council level.

The Planning and Zoning Commission recommended that the City Council adopt the changes to the General Zoning Ordinance.

No citizens appeared before the City Council to discuss Ordinance No. 5938.

Mayor Plyler introduced Ordinance No. 5939 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 AN AUTO UPHOLSTERY SHOP IN A C-2 (GENERAL COMMERCIAL) DISTRICT AT 3710 TEXOMA PARKWAY, BEING A PART OF LOT 3, BLOCK 1, REDICK ADDITION, CONTAINING 0.42 ACRES (RIGOBERTO RIVAS, OWNER; AND RIVAS GENERAL UPHOLSTERY, TENANT); PROVIDING FOR A REPEALER CLAUSE; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00.

**ORD 5939
ZONE CHANGE FOR
AUTO UPHOLSTERY
SHOP
(3710 TEXOMA PKWY)**

Mr. Shadden said this will be an auto upholstery shop on Texoma Parkway and will be located in the old Midas Muffler building.

No citizens appeared before the City Council to discuss Ordinance No. 5939.

Mayor Plyler introduced Ordinance No. 5940 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 12, ORDINANCE NO. 2280, SO AS TO INCLUDE CERTAIN PROPERTIES WITHIN THE C-1 (RETAIL BUSINESS) DISTRICT AT 2007 NORTH TRAVIS STREET, BEING 1.393 ACRES IN THE J.B.

**ORD 5940
ZONE CHANGE FROM
RESIDENTIAL TO
RETAIL BUSINESS
(2007 N. TRAVIS)**

MCANAIR SURVEY, ABSTRACT NO. 763 (BARRY L. AND JESSIE BURTON, OWNERS; AND MICHAEL CLARK, WINKELMANN & ASSOCIATES, INC., ENGINEER/SURVEYOR); PROVIDING FOR A REPEALER CLAUSE.

Mayor Plyler asked that Ordinance Nos. 5940 and 5941 be read and considered together for public hearing.

No citizens appeared before the City Council to discuss Ordinance No. 5940.

Mayor Plyler introduced Ordinance No. 5941 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 12, ORDINANCE NO. 2280, SO AS TO INCLUDE CERTAIN PROPERTIES WITHIN THE C-1 (RETAIL BUSINESS) DISTRICT AT 2021 NORTH TRAVIS STREET, BEING 1.623 ACRES IN THE J.B. MCANAIR SURVEY, ABSTRACT NO. 763 (RUSSELL SPEARS, OWNER; AND MICHAEL CLARK, WINKELMANN & ASSOCIATES, INC., ENGINEER/SURVEYOR); PROVIDING FOR A REPEALER CLAUSE.

ORD 5941
ZONE CHANGE FROM
RESIDENTIAL TO
RETAIL BUSINESS
(2021 N. TRAVIS)

Mr. Shadden said this will complete the zoning in one block, by taking two remaining residential tracts and zoning them commercial, like the other property in the block. They are being rezoned for future development.

No citizens appeared before the City Council to discuss Ordinance No. 5941.

The Public Hearing was closed.

ADOPTION OF ORDINANCES

Ordinance 5931

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, EXTENDING THE CORPORATE LIMITS OF SAID CITY SO AS TO ANNEX APPROXIMATELY 274 ACRES OF LAND NEAR FRIENDSHIP ROAD AND STATE HIGHWAY 56, ADJACENT TO THE SHERMAN CITY LIMITS AND IN THE CITY OF SHERMAN'S EXTRA TERRITORIAL JURISDICTION; PROVIDING FOR A MUNICIPAL SERVICE PLAN; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER.

ORD 5931
ANNEXATION
FRIENDSHIP ROAD
AND SH 56

Ordinance 5932

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING CHAPTER 14, EXHIBIT A OF THE CODE OF ORDINANCES, ENTITLED "GENERAL ZONING ORDINANCE", AT SECTION 8, ENTITLED "ADMINISTRATION AND ENFORCEMENT; BUILDING PERMITS, CERTIFICATES OF ZONING COMPLIANCE, TEMPORARY USE PERMITS, AND SPECIFIC USE PERMIT", SUBSECTION 4, ENTITLED "TEMPORARY USE PERMITS", TO DELETE IN ITS ENTIRETY PARAGRAPH (4.1), ENTITLED

ORD 5932
DELETE MOBILE
FOOD VENDOR
REGULATIONS

“MOBILE FOOD VENDOR”; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER CLAUSE.

Council Member Couch said this ordinance originated with him during his campaign, to create a potential interest in Sherman with a more robust food truck ordinance.

He asked for clarification on a statement in Ordinance No. 5933 stating a food unit does not include a stand or a booth. Mr. Shelby said that differentiates a food truck from a snow cone stand or concession stand such as those in the parks.

Council Member Couch said the ordinance also asks for evidence regarding permitting from the State. He asked if there was a special permit for food trucks in Texas. Mr. Shelby said that references the food handlers license that is regulated through Grayson County.

Council Member Davis expressed concern about the requirement of criminal background checks. He asked if any other private businesses were required to have criminal background checks before they can open a business.

Mr. Shelby said the itinerant vendor permit does require background checks because people go door-to-door in residential neighborhoods. He added that it was included in the food truck ordinance because these vendors also work in residential areas and attract vulnerable citizens, such as children.

Council Member Davis felt the criminal background checks were not objectionable for sexual offenses, but theft or moral turpitude could include shoplifting a stick of gum from a store 35 years ago. He felt that was too broad to prohibit someone from operating a mobile food truck. He added, that left no distinction between felonies and misdemeanors.

Council Member Couch asked what the process was for determining who would receive the permit after the background check. Mr. Hefton said the decision would be made by several staff members including the City Clerk's Office, the Police Department, and the Development Services Department.

Mr. Hefton agreed that a theft could be a very small thing that happened years ago that isn't a valid reflection of a health and safety issue. He added that the staff could revisit the wording because assuring the health and safety of the citizens is what the City is really trying to accomplish.

Council Member Davis suggested the requirement might be no felony convictions in the last five years. Council Member Couch wanted a “broad stroke” because the City wants to be business friendly.

COUNCIL MINUTES – MARCH 7, 2016

Council Member Davis also suggested that the City consider a permit fee, possibly \$200 or \$300. Mr. Shelby said most cities did have an administrative fee for the mobile food vendor. Council Member Couch said a fee of \$200 was pretty standard with many cities.

Deputy Mayor Sofey confirmed that the Specific Use Permit fee would not be paid by the food truck owner themselves, but by a property owner that wanted to create a food truck lot.

Mr. Shelby advised that the Council could approve the current ordinance with the changes if the motion directs that those changes be made.

With the discussion about rewording the ordinance, Deputy Mayor Sofey felt there were many “grey areas” for the Council to consider. Mr. Hefton suggested that the staff make the changes discussed and bring back the ordinance for Council consideration at the next meeting. Council Members did not feel that they needed to wait on Ordinance No. 5932.

ACTION TAKEN.

Motion by Council Member Couch to adopt Ordinance No. 5932, as presented. Second by Council Member Davis.

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

VOTING NAY: None.

MOTION CARRIED.

Ordinance 5933

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 PROVIDING FOR A NEW SECTION 6.02.008 TO BE 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 5933
ADD MOBILE
FOOD VENDOR
REGULATIONS
(TABLED)

ACTION TAKEN.

Motion by Deputy Mayor Sofey to table Ordinance No. 5933, for reconsideration on March 21, 2016, with the changes discussed. Second by Council Member Johnson.

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

VOTING NAY: None.

MOTION CARRIED TO TABLE.

Ordinance 5934

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING CHAPTER 14, EXHIBIT A OF

ORD 5934
AMEND
REQUIREMENTS

THE CODE OF ORDINANCES, ENTITLED “GENERAL ZONING ORDINANCE”, AT SECTION 8, SUBSECTION (5)(A), AMENDING THE REQUIREMENTS FOR A SPECIFIC USE PERMIT; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER CLAUSE.

FOR SPECIFIC
USE PERMITS

Mr. Hefton explained that this was the first of several ordinances dealing with zoning changes and the work done with Kimley-Horn and the City staff. After the ordinance was prepared, Mr. Hefton said there were a couple of things that needed to be clarified in terms of language. He said it does not change the substance of the ordinance.

If the Council agrees to adopt Ordinance No. 5934, Mr. Hefton asked that they do so with a couple of modifications. The first modification would be that they allow the staff to add the needed clarity to the language. The second modification is that some of the permitted uses that were taken out of C-2 didn't get added to the Specific Use Permit ordinance, which is Ordinance No. 5934. They were properly removed from C-2, but they weren't added as a SUP.

Mr. Hefton asked that the motion include allowing the staff to clarify the language and to insert the language as it relates to the specific uses, “the foregoing specific uses are permitted without Specific Use Permits in any district of lower classification than indicated on the table above”. This is the clarifying language, and then the items that were left out will be added into the SUP list.

ACTION TAKEN.

Motion by Council Member Couch to adopt Ordinance No. 5934, subject to the revisions discussed by the City Manager. Second by Council Member Watt.

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

VOTING NAY: None.

MOTION CARRIED.

Ordinance 5935

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING CHAPTER 14, EXHIBIT A OF THE CODE OF ORDINANCES, ENTITLED “GENERAL ZONING ORDINANCE”, AT SECTION 6, SUBSECTION 6.4, ENTITLED “C-1 (RETAIL BUSINESS) DISTRICT”; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR A SEVERABILITY; PROVIDING FOR A REPEALER CLAUSE.

ORD 5935
AMEND PERMITTED
USES IN THE C-1
RETAIL BUSINESS
DISTRICT

Ordinance 5936

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING CHAPTER 14, EXHIBIT A OF THE CODE OF ORDINANCES, ENTITLED “GENERAL ZONING ORDINANCE”, AT SECTION 6, SUBSECTION 6.5, ENTITLED “C-2 (GENERAL COMMERCIAL) DISTRICT”;

ORD 5936
AMEND PERMITTED
USES IN THE C-2
GENERAL
COMMERCIAL
DISTRICT

PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR A SEVERABILITY; PROVIDING FOR A REPEALER CLAUSE.

Ordinance 5937

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING CHAPTER 14, EXHIBIT A OF THE CODE OF ORDINANCES, ENTITLED "GENERAL ZONING ORDINANCE", AT SECTION 6, SUBSECTION 6.6, ENTITLED "M-1 (LIGHT MANUFACTURING) DISTRICT"; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER CLAUSE.

ORD 5937
AMEND PERMITTED
USES IN THE M-1
LIGHT
MANUFACTURING
DISTRICT

Ordinance 5938

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING CHAPTER 14, EXHIBIT A OF THE CODE OF ORDINANCES, ENTITLED "GENERAL ZONING ORDINANCE", AT SECTION 6, SUBSECTION 6.8.1, ENTITLED "O-1.1 (F.M. HIGHWAY 1417) OVERLAY DISTRICT"; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER CLAUSE.

ORD 5938
AMEND
REQUIREMENTS
FOR THE O-1.1
FM HWY 1417
OVERLAY DISTRICT

Ordinance 5939

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 AN AUTO UPHOLSTERY SHOP IN A C-2 (GENERAL COMMERCIAL) DISTRICT AT 3710 TEXOMA PARKWAY, BEING 1 PART OF LOT 3, BLOCK 1, REDICK ADDITION, CONTAINING 0.42 ACRES (RIGOBERTO RIVAS, OWNER; AND RIVAS GENERAL UPHOLSTERY, TENANT); PROVIDING FOR A REPEALER CLAUSE; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00.

ORD 5939
ZONE CHANGE FOR
AUTO UPHOLSTERY
SHOP
(3710 TEXOMA PKWY)

Ordinance 5940

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 12, ORDINANCE NO. 2280, SO AS TO INCLUDE CERTAIN PROPERTIES WITHIN THE C-1 (RETAIL BUSINESS) DISTRICT AT 2007 NORTH TRAVIS STREET, BEING 1.393 ACRES IN THE J.B. MCANAI SURVEY, ABSTRACT NO. 763 (BARRY L. AND JESSIE BURTON, OWNERS; AND MICHAEL CLARK, WINKELMANN & ASSOCIATES, INC., ENGINEER/SURVEYOR); PROVIDING FOR A REPEALER CLAUSE.

ORD 5940
ZONE CHANGE FROM
RESIDENTIAL TO
RETAIL BUSINESS
(2007 N. TRAVIS)

Ordinance 5941

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 12, ORDINANCE NO. 2280, SO AS TO INCLUDE CERTAIN PROPERTIES WITHIN THE C-1 (RETAIL BUSINESS) DISTRICT AT 2021 NORTH TRAVIS STREET, BEING 1.623 ACRES IN THE J.B. MCANAI SURVEY, ABSTRACT NO. 763 (RUSSELL

ORD 5941
ZONE CHANGE FROM
RESIDENTIAL TO
RETAIL BUSINESS
(2021 N. TRAVIS)

SPEARS, OWNER; AND MICHAEL CLARK, WINKELMANN & ASSOCIATES, INC., ENGINEER/SURVEYOR); PROVIDING FOR A REPEALER CLAUSE.

ACTION TAKEN.

Motion by Council Member Couch to adopt Ordinance Nos. 5931, 5935, 5936, 5937, 5938, 5939, 4940, and 5941, as presented. Second by Council Member Watt.

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

VOTING NAY: None.

MOTION CARRIED.

CONSENT AGENDA

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

CONSENT AGENDA

RESOLUTIONS

RESOLUTION NO. 6060 – AUTHORIZING EXECUTION OF AN ADDENDUM TO AN AGREEMENT WITH PANDA SHERMAN POWER, LLC FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES WITHIN INDUSTRIAL REINVESTMENT ZONE NO. 072009-2, CITY OF SHERMAN, TEXAS

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN ADDENDUM TO AN AGREEMENT WITH PANDA SHERMAN POWER, LLC FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES WITHIN INDUSTRIAL REINVESTMENT ZONE NO. 072009-2, CITY OF SHERMAN, TEXAS.

**RES 6060
PANDA SHERMAN
POWER TAX
ABATEMENT
ADDENDUM**

RESOLUTION NO. 6061 – AUTHORIZING EXECUTION OF AN ECONOMIC DEVELOPMENT PROGRAM AGREEMENT WITH PANDA SHERMAN POWER, LLC FOR THE GRANT OF INCENTIVES PURSUANT TO CHAPTER 380 OF THE TEXAS LOCAL GOVERNMENT CODE

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN ECONOMIC DEVELOPMENT PROGRAM AGREEMENT WITH PANDA SHERMAN POWER, LLC FOR THE GRANT OF INCENTIVES PURSUANT TO CHAPTER 380 OF THE TEXAS LOCAL GOVERNMENT CODE.

**RES 6061
PANDA SHERMAN
POWER CHAPTER 380
AGREEMENT**

ACTION TAKEN.

Motion by Deputy Mayor Sofey to approve Resolution Nos. 6060 and 6061, as presented. Second by Council Member Davis.

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

VOTING NAY: None.

MOTION CARRIED.

RESOLUTION NO. 6062 – AUTHORIZING EXECUTION OF AN AGREEMENT WITH JESUS PRADO UNDER THE CITY OF SHERMAN'S CENTRAL BUSINESS DISTRICT HISTORIC BUILDING RESTORATION AND IMPROVEMENT GRANT PROGRAM FOR IMPROVEMENTS TO 213 SOUTH TRAVIS STREET

**RES 6062
CENTRAL BUSINESS
DISTRICT HISTORIC
BUILDING GRANT
(213 S. TRAVIS)**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT WITH JESUS PRADO UNDER THE CITY OF SHERMAN'S CENTRAL BUSINESS DISTRICT HISTORIC BUILDING RESTORATION AND IMPROVEMENT GRANT PROGRAM FOR IMPROVEMENTS TO 213 SOUTH TRAVIS STREET.

Don Keene, Assistant City Manager, said this is a façade grant. Each year the Council allocates a portion of the Hotel/Motel Occupancy Tax revenue towards this program, which is designed to stimulate interest in and improvement of some of the vacant and underutilized historical buildings in the Central Business District.

Mr. Prado has applied for and worked to comply with the requirements of the program. This grant is a “forgivable loan” and there will be a lien placed on the property. The lien will be released at the end of the five year period, assuming that Mr. Prado stays in business and keeps the taxes current.

In the review, the City has identified Mr. Prado's cost estimates that qualify for the program, and recommends approval of the grant for \$16,225. That leaves approximately \$33,000 in the program for any additional applications this year.

The grant will be used for the building at 213 S. Travis, which was formally the Travis Lunch Room. Mr. Prado plans to develop the building as an upscale, modern barber shop.

ACTION TAKEN.

Motion by Council Member Couch to approve Resolution No. 6062, as presented. Second by Council Member Johnson.

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

VOTING NAY: None.

MOTION CARRIED.

RESOLUTION NO. 6063 – CREATING A MAIN STREET ADVISORY COMMITTEE; PROVIDING FOR ITS MEMBERSHIP AND TERMS OF OFFICE; ALLOWING ITS ORGANIZATION AND STRUCTURE

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, CREATING A MAIN STREET ADVISORY COMMITTEE; PROVIDING FOR ITS MEMBERSHIP AND TERMS OF OFFICE; ALLOWING ITS ORGANIZATION AND STRUCTURE.

Steve Ayers, Director of Community and Support Services, said Sherman was recently selected for the Texas Main Street Program. A part of that program includes an advisory committee to partner with the Main Street Manager to establish priorities, goals, and efforts in revitalization and preservation.

**RES 6063
MAIN STREET
ADVISORY
COMMITTEE**

COUNCIL MINUTES – MARCH 7, 2016

It is recommended that the Committee consist of six at-large members and two ex-officio members. Once the committee is selected, they will determine the by-laws.

Mr. Hefton said the current resolution is to create the Committee. Members will be appointed at the next Council Meeting. He said there seems to be a lot of interest in citizens that want to serve on the Committee.

ACTION TAKEN.

Motion by Council Member Johnson to approve Resolution No. 6063, as presented. Second by Council Member Couch.

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

VOTING NAY: None.

MOTION CARRIED.

RESOLUTION NO. 6064 – AUTHORIZING THE PURCHASE OF A LEEBOY 8500C ASPHALT PAVING MACHINE FOR THE STREET MAINTENANCE DEPARTMENT FROM ROMCO EQUIPMENT CO. THROUGH THE TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE (BUYBOARD)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A LEEBOY 8500C ASPHALT PAVING MACHINE FOR THE STREET MAINTENANCE DEPARTMENT FROM ROMCO EQUIPMENT CO. THROUGH THE TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE (BUYBOARD).
CONSENT AGENDA.

RES 6064
PURCHASE OF
ASPHALT PAVING
MACHINE

OTHER BUSINESS

ACCEPT ANNUAL AUDIT REPORT FOR YEAR ENDED SEPTEMBER 30, 2015 FROM ADAMI, LINDSEY AND COMPANY, L.L. P.

Brian Grisham, Audit Manager, Adami, Lindsey & Co., presented the Annual Audit Report for the year ended September 30, 2015. The Audit demonstrates the City's accountability to the citizens, the debt holder, and others. It provides information about the City's financial condition and results of operation.

ANNUAL AUDIT

Two independent audit reports have been issued for the City. The first is a report on financial statements. It is an unmodified or clean opinion on the City's financial statements. This means that the financial statements are free of material misstatement and properly present the City's financial position and results of operations for FY 2015.

The second report concerns internal controls and the compliance required by government auditing standards. When an organization receives grants from the Federal or State governments, their Audit must be conducted in accordance with these standards.

No issues were found with internal controls or compliance that is required to be reported in accordance with those standards.

The annual financial report is divided into three sections. The introductory section includes a transmittal letter from management and provides general information about the City.

The financial section includes the independent auditor's reports, the financial statements and schedules, and notes to the financial statements.

The statistical section provides selected data about the City on a multi-year basis as a way of assessing the City's economic condition over a period of time.

One significant factor effecting the financial statements this year was the adoption of a new accounting standard relating to the financial reporting for pensions. This new standard requires governments that provide retirement and pension benefits to its employees to now recognize its actuarially calculated net pension liability in its financial statements and records.

In the implementation of this standard, the City was required to state its equity or net position at the beginning of the year. This was a reduction or decrease of over \$7 million from what was reported last year. Despite the negative impact of the implementation of this standard, the City remains in good financial condition.

Mr. Grisham said the City enjoyed improved financial results this year, when compared to the prior year. This year the City had a decrease in its net position of about \$1.1 million as compared to \$2.2 million in the prior year. The improvement was brought about by some increase in revenues, primarily from property taxes and utility billings.

In conclusion, Mr. Grisham said the City is in good financial condition. The books and records are maintained in good order. He thanked the Finance Department staff and the City personnel for their help during the Audit.

ACTION TAKEN.

Motion by Council Member Davis to accept the Annual Audit Report for the year ended September 30, 2015, as presented. Second by Council Member Couch.

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

VOTING NAY: None.

MOTION CARRIED.

DISCUSS AND CONSIDER APPROVAL OF THE BUDGET CALENDAR FOR FISCAL YEAR (FY) 2016-2017

Mr. Hefton said this is the draft proposed Budget Calendar. The two most important dates are the budget planning

BUDGET CALENDAR

meeting and the budget workshop. The proposed meeting dates are April 15, 2016 for the budget planning meeting and June 21 and 22, 2016 for the budget workshop. Normally the budget workshop is only one day, however two days are selected in case it takes longer.

ACTION TAKEN.

Motion by Council Member Steele to approve the Budget Calendar for FY 2016-2017, as presented. Second by Deputy Mayor Sofey.

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

VOTING NAY: None.

MOTION CARRIED.

CONSIDER REQUEST OF THE 2016 EARTH DAY PLANNING COMMITTEE TO TEMPORARILY CLOSE CERTAIN STREETS FOR THE "8TH ANNUAL EARTH DAY FESTIVAL" ON SATURDAY, APRIL 23, 2016

The City Council approved the request of the 2016 Earth Day Planning Committee to close certain streets for the "8th Annual Earth Day Festival" on Saturday, April 23, 2016.

The event will be held on the Municipal Grounds, and street closures will include those around the Municipal Building, as well as the City Hall parking lot.

CONSENT AGENDA.

**CLOSE STREETS
FOR EARTH DAY
FESTIVAL
(APRIL 23, 2016)**

FINAL PLAT APPROVAL OF PALABRA DE FE DE SHERMAN ADDITION, BEING PART OF A REPLAT OF BLOCKS 5 AND 6 OF C.J. KELIEHOR'S FIRST ADDITION, BEING 11.14 ACRES IN THE CHARLES CARTER SURVEY, ABSTRACT NO. 229, INCLUDING BLOCKS 5 AND 6 OF C.J. KELIEHOR'S FIRST ADDITION; FIRST PENTECOSTAL CHURCH, AKA FAITH CHURCH OF SHERMAN, OWNER, AND SARTIN AND ASSOCIATES, INC., SURVEYOR (601 AND 603 NORTH HARRISON AVENUE)

The City Council approved the Final Plat of the Palabra De Fe De Sherman Addition, consisting of 11.14 acres in the Charles Carter Survey. The property is located at 601 and 603 North Harrison Street and includes the old First Pentecostal Church property, owned by Faith Church of Sherman.

The property is currently zoned R-1 (One Family Residential) and R-2 (Multi-Family Residential). The owner would like to plat the property into two lots. The Planning and Zoning Commission recommended approval of the Final Plat, subject to the Staff Review Letter.

CONSENT AGENDA.

**APPROVE FINAL PLAT
PALABRA DE FE DE
SHERMAN ADDITION
(601 & 603 HARRISON)**

CITIZENS REQUESTS

SPECIAL OLYMPICS TRAVEL REQUEST

Katie Gresham, 1204 N. Grant Dr., appeared representing Sherman Shooting Stars Special Olympics, which is an adult program.

**SPECIAL OLYMPICS
TRAVEL REQUEST**

COUNCIL MINUTES – MARCH 7, 2016

Ms. Gresham said her family was active in the Special Olympics when they lived in California and found no program here when they moved to Sherman. Three years ago, she was asked to be the head of delegation for Special Olympics in Sherman.

The first sport was bowling and 48 people participated. The program has grown a lot and now includes other sports, such as basketball and tennis. Athletes from Grayson County participate in the Sherman Shooting Stars. The Denison Chapter will soon be incorporated into their group and will increase the number of participants to about 60.

Ms. Gresham said a bus with a wheelchair lift was donated to the program. However, Special Olympics does not allow any chapters to own vehicles, due to potential lawsuits. They contacted the Texoma Area Paratransit System for assistance and signed the bus over to them, with the understanding that they would have 20 years of rides to and from one-day events.

Ms. Gresham asked the Council for help financially, to provide funds for transportation to Area 10 Spring Games on April 21 and 22, 2016, in Cedar Hill, Texas. They have been using parents for transportation, but recently learned that the insurance needed would be cost prohibitive for the parents. They have a driver for the trip.

Mayor Plyler asked the staff to look into any help the City could offer and contact Ms. Gresham.

MEDIA QUESTIONS

There were no media questions.

MEDIA QUESTIONS

APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS

KEEP SHERMAN BEAUTIFUL COMMISSION (1)

ACTION TAKEN.

Motion by Deputy Mayor Sofey to reappoint Lauren Roth to the Keep Sherman Beautiful Commission for a term from January 1, 2016 to January 1, 2018. Second by Council Member Couch.

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

VOTING NAY: None.

MOTION CARRIED.

KEEP SHERMAN BEAUTIFUL COMMISSION

LIBRARY BOARD (1)

ACTION TAKEN.

Motion by Council Member Johnson to appoint Lisa Hébert to the Library Board for a term from March 20, 2016 to March 20, 2019. Second by Council Member Couch.

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

VOTING NAY: None.

MOTION CARRIED.

LIBRARY BOARD

COUNCIL COMMENTS

CONGRATULATIONS TO TOM WATT

Mayor Plyler recognized new Sheriff-Elect Tom Watt. He offered his congratulations.

CONGRATULATIONS
TO TOM WATT

ELECTIONS

Council Member Johnson said she was thankful that the Elections were over.

ELECTIONS

CENTRAL BUSINESS DISTRICT HISTORICAL GRANT

Council Member Watt recognized Jesus Prado on receiving the Central Business District Historical Grant. He wished him good luck in his endeavors.

CENTRAL BUSINESS
DISTRICT HISTORICAL
GRANT

CONGRATULATIONS TO TOM WATT

Deputy Mayor Sofey congratulated Council Member Watt on his election as Grayson County Sheriff. He said he is proud to have worked with Council Member Watt for many years through their involvement in Sherman. He said the County will be in good shape with him as Sheriff.

CONGRATULATIONS
TO TOM WATT

COMMEND STAFF

Deputy Mayor Sofey commended the staff for their work on the mobile food truck ordinance, the zoning ordinances, the FM 1417 Overlay District, and the annexation. He said it is tough work and takes a lot of time, but it is progress that the City has needed for many years.

COMMEND STAFF

CONGRATULATIONS TO TOM WATT

Council Member Davis congratulated Council Member Watt and thanked him for his willingness to run for Sheriff. It took a lot of work and time, but Grayson County is blessed to have someone of his character willing to serve.

CONGRATULATIONS
TO TOM WATT

COMMEND FINANCE STAFF

Council Member Davis commended Mary Lawrence, Director of Finance, and her staff for all the work they did with the auditors. He said it is comforting to know that the City's books are "clean" and in good shape.

COMMEND FINANCE
STAFF

CONGRATULATIONS TO TOM WATT

Council Member Steele congratulated Council Member Watt on his election as Sheriff and said the County is in good hands. He said he looked forward to the great work he has always done as a peace officer.

CONGRATULATIONS
TO TOM WATT

TEXOMA AREA PARATRANSIT SYSTEM

Council Member Steele said earlier today the Texoma Area Paratransit System Board of Directors awarded a contract to Transdev, a management company. He said they are looking forward to this company starting services back up and going above and beyond what was seen in the past. He said the TAPS services are too important to let go. He added that the company is stable and able to add the services that the area needs.

TAPS

TEXOMA AREA PARATRANSIT SYSTEM

Council Member Couch thanked Council Member Steele for serving on the TAPS Board of Directors. He said Sherman has a great Mayor, City Council, and staff.

TAPS

RECENT FM 1417 FATALITIES

Council Member Couch said he was asked to provide an interview about the recent FM 1417 fatalities, and it was refreshing to call Mr. Hefton and find that he was already talking with the Texas Department of Transportation to get that issue on the top of their list.

RECENT FM 1417
FATALITIES

He thanked Mr. Hefton for his proactive nature and working to keep the citizens safe. He thanked him for his leadership and his team.

CENTRAL BUSINESS DISTRICT HISTORICAL GRANT

Council Member Couch recognized Mr. Prado on his receipt of the Central Business District Historical Grant. He said the renderings of his proposal look great.

CENTRAL BUSINESS
DISTRICT HISTORICAL
GRANT

He said it was an exciting time. The new Tourism Director is in the Boardwalk Building, and four new retail spaces are going in. He said Sherman's downtown is on the path to greatness again and it's an exciting time for the community.

SHERMAN IS A GREAT COMMUNITY

Mayor Plyler said Sherman is a great City in which to live and he is proud to serve as Mayor and to raise his family in the community.

SHERMAN IS A
GREAT COMMUNITY

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.

EXECUTIVE SESSION

SECTION 551.071(1)

CONSULTATION WITH CITY
ATTORNEY CONCERNING
PENDING OR CONTEMPLATED
LITIGATION:
RECEIVE THE CITY ATTORNEY'S
BRIEFING ON PENDING OR
CONTEMPLATED LITIGATION

SECTION 551.071(2)

CONSULTATION WITH CITY
ATTORNEY ON A MATTER IN
WHICH THE DUTY OF THE
ATTORNEY TO THE
GOVERNMENTAL BODY UNDER
THE TEXAS DISCIPLINARY
RULES OF PROFESSIONAL
CONDUCT OF THE STATE BAR

OF TEXAS CLEARLY CONFLICTS
WITH THIS CHAPTER:
CONSULT WITH THE CITY
ATTORNEY REGARDING LEGAL
ISSUES WITH ORDINANCE
REVISIONS

SECTION 551.087

DELIBERATION 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 6:00 p.m.

On Motion duly made and carried, the Executive Session
recessed at 6:23 p.m. and reconvened in Open Meeting.

OPEN MEETING

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

OPEN MEETING

ADJOURNMENT

On Motion duly made and carried, the meeting adjourned at
6:24 p.m.

ADJOURNMENT

MAYOR

CITY CLERK

Meyers Industrial Park
P.O. Box 909
Sherman, TX 75091-0909
(903) 821-1215

March 7, 2016

Sherman City Council/City Staff
Sherman, TX 75090

Re.: Annexation of approximately 275 acres
Near Friendship Road & State Highway 56

Honorable Mayor, Distinguished Councilpersons, members of the city staff, & citizens of Sherman, Texas;

I come today speaking on behalf of Meyers Industrial Park and its 29 plus companies and at the request of 3 other companies (Hughlan Property Holdings, Prengler Products & National Carport) that together represent a majority of the tax base involved in the proposed annexation ordinance. We are opposed to this annexation. At the previous meeting on February 15, there were two persons that spoke publicly in this chamber and a number of questions were asked. I received a letter and an insert addressing some of these questions on Saturday, March 5th. It states that no sewer services would be provided to this area. To connect to city water could require lines up to a quarter mile, a city water meter, a backflow valve and/or boring under a state highway. This would add a great deal of expense to companies that are adding over 4.5 million dollars to the Sherman tax base.

Some of the questions were answered by the insert included with the letter from the city. Under the subject 'Streets and Bridges' it is stated that, "All roads shall be accepted in current as-is conditions and shall be maintained by City of Sherman." "Street lighting will be established according to city guidelines." Under 'Water Service' it is stated "Upon

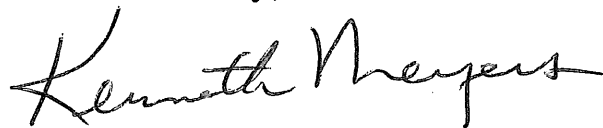
Meyers Industrial Park
P.O. Box 909
Sherman, TX 75091-0909
(903) 821-1215

March 7, 2016

completion of the annexation, the City of Sherman will perform the following water utility improvements: Install fire hydrants in accordance with City of Sherman Subdivision Ordinance requirements and Sherman Fire Department practices.” Under ‘Sewer Service’ it basically states that since each business has privately owned systems the city of Sherman will not provide sewer services to this area. Under ‘Planning and Zoning’ it states that “All areas will be annexed as an R-A on the effective date of the annexation ordinance.” R-A is defined as Single family-agriculture. In my discussion with a Planning and Zoning representative I was glad to hear that since this is an annexation process for existing businesses and not a development, these could be zoned under the code that best fits them.

Since statements within the city’s letter and the City of Sherman Municipal Service Plan seem inconsistent, We would like to see this annexation process tabled until these issues can be clarified and resolved. Thank you for your attention to these details.

Sincerely,

A handwritten signature in black ink that reads "Kenneth Meyers". The signature is written in a cursive, flowing style.

Kenneth R. Meyers, Owner
Meyers Industrial Park



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. B. 1.

Meeting Date: 03/21/2016

Prepared By: Linda Ashby, City Clerk

Approved By: Robby Hefton, City Manager

Caption:

OTHER BUSINESS

Certifying Results of an Initiative Petition Calling for a Special Local Option Election for "The Legal Sale of All Alcoholic Beverages Including Mixed Beverages"

Issue:

An initiative petition calling for a Special Local Option Election to consider the issue of "The Legal Sale of All Alcoholic Beverages Including Mixed Beverages" in the Sherman city limits was circulated by citizens. The required number of signatures were gathered and verified by the City Clerk. This agenda item acknowledges that the signatures were verified.

Background:

On May 7, 2005, at a Special Local Option Election held by Grayson County, Sherman voters approved the sale of beer and wine for off-premise consumption and the sale of mixed beverages in restaurants by food and beverage certificate holders.

SHERMAN FOR PROGRESS, described as "a group of like minded Sherman citizens and business owners organized for the purpose of moving Sherman forward into a dynamic and competitive city", has collected more than 2,085 signatures on its petition to call a Special Local Option Election to let the voters decide on the issue of "The Legal Sale of All Alcoholic Beverages Including Mixed Beverages" in the Sherman city limits.

If the voters approve the measure, businesses with the proper TABC permit would be allowed to sell all types of alcoholic beverages for on- or off-premise consumption. In essence, bars would not have to acquire a food and beverage certificate or operate as a "private club." Brewpubs would be permitted to brew and sell beer. Stores would be allowed to sell alcoholic beverages beyond beer and wine. The foregoing is, of course, subject to zoning restrictions.

Origination:

SHERMAN FOR PROGRESS
Mayor and City Council
City Manager

Financial Consideration:

The Local Option Election will be included on the ballot with the City's Regular Municipal Election in November 2016. The City contracts with Grayson County to hold the Election and share the costs. The City's portion of the cost of the 2015 Regular Municipal Election was \$11,416.02.

Staff Recommendation:

Under the Election Code, since the signatures on the petition have been filed timely and verified, the City Council MUST order a Special Local Option Election for Tuesday, November 8, 2016 to allow Sherman's voters to decide on this issue.

Alternatives:

There is no alternative.

Attachments

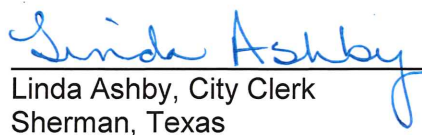
Certification of Petition

**CERTIFICATION OF
PETITION**

March 14, 2016

I, LINDA ASHBY, in my capacity as City Clerk for the City of Sherman, Texas, have carefully examined signatures on the Local Option Election Petition filed with the City on February 15, 2016, pertaining to the "Legal Sale of All Alcoholic Beverages Including Mixed Beverages". The required number of signatures needed on the petition is 2,081 and I have examined 2,085 signatures and declared them valid. I have determined and do hereby certify that the petition is sufficient.

IN WITNESS WHEREOF, I have signed my name and affixed the seal of the City of Sherman, Texas, this the 14th day of March, 2016.



Linda Ashby, City Clerk
Sherman, Texas



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. C. 1.

Meeting Date: 03/21/2016

Prepared By: Linda Ashby, City Clerk

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5942

Ordering an Election of the Qualified Voters of the City of Sherman, Texas, on the 8th day of November, 2016, for the Purpose of a Local Option Election to Consider the Legal Sale of All Alcoholic Beverages including Mixed Beverages; Providing that Said Election shall be held Jointly with Grayson County, Texas; Designating Election Precincts; Appointing Election Officials; Providing for Notice of Said Election; Providing for the Use of Direct Recording Electronic Voting Equipment; Providing for Early Voting

Issue:

To consider calling a Special Local Option Election for "The Legal Sale of All Alcoholic Beverages Including Mixed Beverages" for November 8, 2016

Background:

On May 7, 2005, at a Special Local Option Election held by Grayson County, Sherman voters approved the sale of beer and wine for off-premise consumption and the sale of mixed beverages in restaurants by food and beverage certificate holders.

SHERMAN FOR PROGRESS, described as "a group of like minded Sherman citizens and business owners organized for the purpose of moving Sherman forward into a dynamic and competitive city," has collected more than 2,085 signatures on its petition to call a Special Local Option Election to let the voters decide on the issue of "The Legal Sale of All Alcoholic Beverages Including Mixed Beverages" in the Sherman city limits.

If voters approve the measure, businesses with the proper TABC permit would be allowed to sell all types of alcoholic beverages for on or off-premise consumption. For example, bars would not have to acquire a food and beverage certificate or operate as a "private club". Brewpubs would be permitted to brew and sell their beer. Stores would be allowed to sell other alcoholic beverages beyond beer and wine. The foregoing is, of course, subject to zoning restrictions.

Origination:

The request originated with a group called "Sherman For Progress".

Financial Consideration:

The Local Option Election will be included on the ballot with the City's Regular Municipal Election in November 2016. The City contracts with Grayson County to hold the Election and share the costs. The City's portion of the cost of the 2015 Regular Municipal Election was \$11,416.02.

Staff Recommendation:

Since the required amount of signatures have been verified, the City Council is required to call a Local Option Election for November 8, 2016.

Alternatives:

There is no alternative.

Attachments

Ordinance No. 5942

ORDINANCE NO. 5942

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, ORDERING AN ELECTION OF THE QUALIFIED VOTERS OF THE CITY OF SHERMAN, TEXAS, ON THE 8TH DAY OF NOVEMBER, 2016, FOR THE PURPOSE OF A LOCAL OPTION ELECTION TO CONSIDER THE LEGAL SALE OF ALL ALCOHOLIC BEVERAGES INCLUDING MIXED BEVERAGES; PROVIDING THAT SAID ELECTION SHALL BE HELD JOINTLY WITH GRAYSON COUNTY, TEXAS; DESIGNATING ELECTION PRECINCTS; APPOINTING ELECTION OFFICIALS; PROVIDING FOR NOTICE OF SAID ELECTION; PROVIDING FOR THE USE OF DIRECT RECORDING ELECTRONIC VOTING EQUIPMENT; PROVIDING FOR EARLY VOTING; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

WHEREAS, on December 15, 2015, in accordance with Section 501.023(a) of the Texas Election Code, the City Clerk received a written application for a petition from 10 or more qualified voters of the City of Sherman and proof of publication in a newspaper of general circulation in the City of Sherman, pertaining to the circulation of a local option petition to legalize “the legal sale of all alcoholic beverages including mixed beverages” within the City of Sherman; and

WHEREAS, in accordance with Section 501.026 of the Texas Election Code, the City Clerk reviewed the application, the affidavit of publication, and the proposed petition, and concluded that they met the requirements of State law; and

WHEREAS, on December 18, 2015, in accordance with Section 501.030 of the Texas Election Code, the City Clerk issued the applicants a petition to legalize “the legal sale of all alcoholic beverages including mixed beverages” within the City of Sherman; and

WHEREAS, on December 18, 2015 (which was not later than the fifth day after the date the petition was issued), in accordance with Section 501.023(b) of the Texas Election Code, the City Clerk notified the Secretary of State and the Texas Alcoholic Beverage Commission that a petition had been issued to legalize “the legal sale of all alcoholic beverages including mixed beverages” within the City of Sherman; and

WHEREAS, on February 15, 2016 (which was not later than the 60th day after the date the petition was issued), in accordance with Section 501.032 of the Texas Election Code, the City Clerk received a signed petition from the applicants; and

WHEREAS, in accordance with Section 501.031 of the Texas Election Code, the City Clerk verified that the petition was signed by at least 2,081 signers who are qualified voters of the City of Sherman (which equals at least 35 percent of the registered voters in the City of Sherman who voted in the most recent gubernatorial election for an election on any other ballot issue) and, therefore, is sufficient to require the ordering of a local option election to legalize “the legal sale of all alcoholic beverages including mixed beverages” within the City of Sherman; and

WHEREAS, November 8, 2016 is the next uniform election date;

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

SECTION 1. The above-referenced recitals are incorporated herein as if set forth in full for all purposes.

SECTION 2. In accordance with Section 501.033 of the Texas Election Code, the City Council hereby accepts the petition as presented by the City Clerk, and determines it is sufficient to require the ordering of a local option election to legalize “the legal sale of all alcoholic beverages including mixed beverages” within the City of Sherman.

SECTION 3. In accordance with Section 501.033 of the Texas Election Code, the City Council directs the City Clerk to enter into its minutes the date of presentation of the petition to the City Council, the names of the signers (as contained in the petition, attached as an exhibit to the minutes), and the City Council’s determination that the petition is sufficient.

SECTION 4. In accordance with Section 501.032 of the Texas Election Code, the City Council hereby orders that a local option election be held on the issue set out in the petition to wit: to legalize “the legal sale of all alcoholic beverages including mixed beverages” within the City of Sherman (“Local Option Election”). The governing body of the City of Sherman, Texas, does declare that an election shall be held on the 8th day of November, 2016, at which election the following proposition shall be submitted to all qualified voters:

The question which shall be submitted to the vote of the qualified electors shall be as follows:

FOR or AGAINST the following:

PROPOSITION 1

“THE LEGAL SALE OF ALL ALCOHOLIC BEVERAGES INCLUDING MIXED BEVERAGES.”

SECTION 5. That the official ballots for said election shall be prepared in accordance with the Election Code of the State of Texas, as amended, so as to permit the electors to vote

“FOR” or “AGAINST”. The aforesaid proposition shall be set forth in substantially the following form:

The word “FOR” and beneath it the word “AGAINST” shall be made to appear below the proposition. An oval shall be printed on the left of each of the words “FOR” and “AGAINST” and each elector shall place an “X” in the oval beside the statement indicating the way he wishes to vote.

SECTION 6. That said election shall be held jointly with Grayson County, Texas in accordance with the Joint Election Agreement executed pursuant to the authority of a Resolution, which will be considered on the 15th day of August, 2016.

SECTION 7. That the County Elections Administrator shall prepare electronic ballots for early and election day voting and paper ballots for mail ballots and provisional ballots to be used in said election and shall label same "*Official Ballot*".

SECTION 8. That the polls shall be kept open from seven o'clock (7:00) a.m. until seven o'clock (7:00) p.m. on Election Day, and that due return shall be made to the City Council showing the number of votes cast.

SECTION 9. That notice of said election shall be given by the Mayor of the City of Sherman by causing an election notice to be posted at City Hall not later than the twenty-first day before election day, and by publishing this ordinance at least one time not more than thirty days nor less than ten days prior to the election date, in at least one daily newspaper published in the City of Sherman in accordance with the provisions of the Election Code of the State of Texas, as amended.

SECTION 10. That the vote centers for this election shall be as follows:

<u>LOCATION</u>	<u>JUDGES</u>
TBD	TBD Presiding Judge
	TBD Alternate Judge

SECTION 11. That Direct Recording Electronic Equipment shall be used for voting at the foregoing election vote centers.

SECTION 12. That the qualified voters, eligible to cast their ballots early under the laws of this State, shall be permitted to so cast their vote at the Early Vote Centers designated by the Grayson County Election Administrator and at dates approved by the Grayson County Commissioners, as prescribed by the Texas Election Code.

SECTION 13. That the Presiding Judge for Early Voting shall be Deana Patterson, and an Alternate Judge and additional Voting Clerks shall be appointed.

SECTION 14. That an Early Voting Ballot Board for verifying Early Voting ballots shall be appointed, by the Early Voting Judge, consisting of a Presiding Judge and additional Clerks.

SECTION 15. That the rate of pay set by Subchapter E, Sections 32.091 and 32.092 of Title 3 of the Election Code for Election Judges and Clerks shall be at an amount fixed by the appropriate authority, which is at least the federal minimum hourly wage. The judge who delivers the election returns may be paid an amount not to exceed \$25.00 for that service. No judge may be paid for more than one hour of work before the polls open.

SECTION 16. That Deana Patterson, County Elections Administrator, is hereby appointed Counting Station Presiding Manager.

SECTION 17. That the canvass of the Election Returns will be held in the Council Chambers of City Hall, 220 West Mulberry, Sherman, Texas, at the Regular Council Meeting of November 21, 2016.

SECTION 18. That it is hereby officially found and determined that the meeting at which this ordinance 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.

INTRODUCED on this the _____ day of _____, 2016.

ADOPTED on this the _____ day of _____, 2016.

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

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

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



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. C. 2.

Meeting Date: 03/21/2016

Prepared By: Scott Shadden, Director of Developmental Services

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5943 (UNDER APPEAL FROM P&Z)

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, Surveyor); Providing that this Specific Use Permit Shall be Granted Subject to Certain Conditions; Providing a Penalty Not to Exceed \$2,000.00

Issue:

To consider the appeal of the Planning and Zoning Commission's denial of a request from Delmar Hill (Owner), Chiniqua Hill (Representative) and Underwood Drafting & Surveying (Surveyor) for a Specific Use Permit to allow a daycare/preschool/educational development center in an R-1 (One Family Residential) District concerning the property at 1211 Blanton Drive

Background:

The property is located at 1211 Blanton Drive between Hunt and Belden Streets. The owner recently purchased the property at this location to open a licensed child care facility that would be used for the care and educational development of young children from birth to five years of age.

At the February 16, 2016, Planning and Zoning Commission Meeting, Mr. and Mrs. Delmar Hill represented the request. After hearing the opposition in regard to the incompatibility of the proposed use from the neighborhood, the Planning and Zoning Commission voted 8/0 to deny the Specific Use Permit to allow a Daycare/Preschool/Educational Development Center in an R-1 (One Family Residential) District at 1211 Blanton Drive.

On February 23, 2016, Mr. Hill filed his appeal of the Planning and Zoning Commission's denial of the proposed Specific Use Permit as allowed by City Code. This must be done within ten (10) days following the request to appeal the decision of the Planning and Zoning Commission.

Origination:

Delmar Hill (Owner)

Chiniqua Hill (Representative)

Underwood Drafting & Surveying (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the February 16, 2016 regular meeting, the Planning and Zoning Commission voted 8/0 to deny the Specific Use Permit to allow a Daycare/Preschool/Educational Development Center in an R-1 (One Family Residential) District. The board discussed pickup and drop off locations for the children, noise, parking and traffic. They commended the Hills for the service they provide, but were concerned with a daycare in a residential neighborhood; they felt it undermines the single family residential area and is not compatible with the neighborhood.

Alternatives:

1. The City Council could deny the request.
2. The City Council could approve the request with a minimum of six (6) affirmative votes.

Attachments

Appeal Letter
Ordinance No. 5943
Location Map
Zoning Map
Zoning Photo
Narrative
Site Plan
Elevations
P&Z Communication
Staff Review Letter
Letter from Gary & Ranee Abbe
Letter from Morris Family Trust
Letter from Jeff & Lisa Wilson
Letter from Patsinell Castleberry

Delmar Hill
1215 Blanton Drive
Sherman, Texas 75092
February 23, 2016

RECEIVED
FEB 23 2016

Robby Hefton
City Manager
City of Sherman
220 Mulberry Street
Sherman, Texas 75090

Dear Mr. Hefton

Please accept this letter as our appeal of the February 16, 2016 decision by Planning and Zoning Board to deny a request for a Specific Use Permit and site plan approval to allow a Daycare/Child Development Center in an R1 (One Family Residential) District for the property located at 1211 Blanton Drive.

The Specific Use request was contingent upon 15 children (Maximum) ages 0 – 5 years of age. The hours of operation are 6AM to 6PM Monday – Friday.

Please let us know if you need any additional information from us and please provide the “hearing date and time” for our appeal. I look forward to hearing from you soon. Thank you very much for your attention to my request.

Sincerely



Delmar Hill

CC: Don Keene, Asst. City Manager

Scott Shadden, Secretary, Planning and Zoning Board of Adjustments

ORDINANCE NO. 5943

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, 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; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

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

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

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

SECTION 1. That, from and after the passage of this ordinance, Delmar Hill (Owner), Chiniqua Hill (Representative), and Underwood Drafting and Surveying (Surveyor) are granted a Specific Use Permit to allow a Daycare/Preschool/Educational Development Center in an R-1 (One Family Residential) District at 1211 Blanton Drive, and that Section 8, Subsection (5)(a), Ordinance No. 2280 is hereby amended so as to hereafter include the following described property:

BEING Lot 5, Block 8, Western Hills Addition

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

Zoning:

1. All aspects of the R-1 (One Family Residential) District must be followed.

2. Signs advertising the business will not be allowed.
3. Shall maintain the residential look of the property.
4. Off-street parking is permitted on paved surfaces only (concrete or asphalt).
5. All parking shall be on private property and shall not encroach into Blanton Drive right-of-way; drop off and pick areas should be provided to eliminate stacking of vehicles in the street.
6. The maximum number of children shall be (15) fifteen between the ages of 0-5 years of age.
7. Hours of operation shall only be allowed from 6 a.m. to 6 p.m., Monday thru Friday.
8. The Specific Use Permit is contingent on the ownership and residency of the adjacent property (1215 Blanton Drive).
9. Violation of the conditions of the SUP will terminate the Specific Use Permit.
10. Review the zoning and development ordinance for additional requirements.
11. Site plan approval is valid for a period of one year, if progress has not been made within that time period; resubmission to the Planning & Zoning Commission is required.

Engineering:

12. The location of trash receptors must be approved by the Director of Public Works.

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

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

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

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

INTRODUCED on this the _____ day of _____, 2016.

ADOPTED on this the _____ day of _____, 2016.

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

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

BY: _____
BRANDON S. SHELBY,
CITY ATTORNEY



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



City of Sherman, Texas
Developmental Services Department

1211 Blanton Drive



NOT TO SCALE

1 in = 84 ft



Zoning - 1211 Blanton Drive

Legend	
Transportation Corridors Overlay	DISTRICT_NAME
HWY_NAME	
FM 1417	Arts and Cultural District
Sam Rayburn Freeway	Blalock Commercial Overlay District
US Hwy 82 and 75	Central Business District
Special Districts Overlay	College Park District
	Downtown Overlay District
	Historic Preservation District
	ZONING PARCELS
	Zoning Classification
	Unknown
	BIP Blalock Industrial Park
	C-1 Retail Business District
	C-2 General Commercial District
	CO Office District
	Lakes
	M-1 Light Manufacturing District
	M-1.5 Medium Manufacturing District
	M-2 Heavy Manufacturing District
	MH Manufacturing Housing District
	R-1 One Family Residential District
	R-2 Multi-Family Residential District
	R-A Single Family Agricultural District
	SF-1 Single Family Residential District

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Developmental Services Department



NOT TO SCALE

1 in = 75 ft

1211 Blanton Dr.



Preschool for Little Zebras

This site will be a licensed child care facility that will be used for the care and educational development of young children; from birth to 5 years of age. My primary goals are for each child to feel good about themselves, to feel safe and loved, and to have lots of fun learning! Preschool for Little Zebras provides a safe learning experience for our children in a Christian atmosphere to prepare them to enter Kindergarten.

SCALE
1" = 30'

~ BASIS OF BEARINGS ~
GPS OBSERVATION
TEXAS COORDINATE SYSTEM
NORTH CENTRAL ZONE
NAD 83

THE SUBJECT PROPERTY IS NOT AFFECTED BY EASEMENT AGREEMENT WITH TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 886, PAGE 441, D.R.G.C.T.

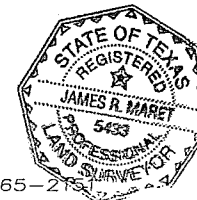
THE SUBJECT PROPERTY IS THAT AFFECTED BY PARTIAL RELEASE OF EASEMENT RECORDED IN VOLUME 893, PAGES 252 AND 254, D.R.G.C.T. AS SHOWN.

LOCATION OF EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 823, PAGE 455, D.R.G.C.T. IS UNDETERMINED.
THE SUBJECT PROPERTY IS AFFECTED BY EASEMENT TO THE CITY OF SHERMAN RECORDED IN VOLUME 888, PAGE 202, D.R.G.C.T.

I, James R. Maret, Registered Professional Land Surveyor, do hereby certify that on the 30th day of June, 2015, a survey was made on the ground of the property shown hereon, described as Lot 5 in Block 8 of Western Hills Addition Section Two to the City of Sherman, Texas, as shown by plat of record in Volume 1, Page 87, Plat Records, Grayson County, Texas, and is correct, and that there are no conflicts, overlapping of improvements, easements or rights of way, except as shown on the plat herewith, and that the plat herewith is a correct representation of the property legally described hereinabove;

The building on said lot is known as 1211 Blanton Drive, Sherman, Texas, and is wholly located on said lot; there are no encroachments or protrusions from buildings on adjoining lots or tracts of land except as shown.

James R. Maret
James R. Maret
Registered Professional
Land Surveyor No. 5433



UNDERWOOD
DRAFTING & SURVEYING

This survey contains information that is proprietary to Underwood Drafting & Surveying, Inc. Its use or disclosure in whole or part without the express written permission of Underwood Drafting & Surveying, Inc. is prohibited.
This survey is also unpublished work protected under the copyright laws of the United States of America. If this work becomes published, the following notice shall apply:

Copyright © 2015
Underwood Drafting & Surveying, Inc.
All rights reserved.
FIRM #10006300

3404 INTERURBAN ROAD DENISON, TEXAS 75021 (903)465-2125





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

Agenda Item No. 5.

Meeting Date: 02/16/2016

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

Joe Gilbert, Chairman

Kyle Patterson, Vice-Chairman

Sam Thorpe, Commissioner

Eric Elliott, Commissioner

Chris Vellotti, Commissioner

Sean Vanderveer, Commissioner

Shawn Davis, Commissioner

Jeff Adams, Commissioner

Clay Mahone, Commissioner

Requested Action/Proposed Use:

1211 BLANTON DRIVE

The request of Delmar Hill (Owner), Chiniqua Hill (Representative) and Underwood Drafting and Surveying (Surveyor) concerning the property at 1211 Blanton Drive, being Lot 5, Block 8, Western Hills Addition, as follows;

Planning and Zoning Commission

Specific Use Permit and site plan approval under Ordinance No. 2280, Section 8, Subsection (5)(a) to allow a Daycare/Preschool/Educational Development Center in an R-1 (One Family Residential) District.

Background:

The property is located at 1211 Blanton Drive between Hunt and Belden Streets. The owner recently purchased the property at this location to open a licensed child care facility that would be used for the care and educational development of young children from birth to five years of age.

Adjacent Zoning:

R-1 (One Family Residential) District

Origination:

Delmar Hill (Owner)

Chiniqua Hill (Representative)

Underwood Drafting and Surveying (Surveyor)

Master Plan Designation:

Auto-Urban Single Family Residential – This character type is the single-family residential category with the greatest density and the shortest building setbacks. Most driveways will face the street as well as the garage. Sidewalks are available for pedestrians. Less lot area is devoted to open space and greenery.

Number of notices mailed:

22

Objections Received:

1

Attachments

Location Map

Zoning Map

Zoning Photo

Narrative

Site Plan

Elevations

Staff Review Letter

Letter from Gary & Ranee Abbe

Letter from Morris Family Trust

STAFF REVIEW LETTER

February 11, 2016

Delmar Hill
1215 Blanton Dr.
Sherman, Texas 75092

Chiniqua Hill
1215 Blanton Dr.
Sherman, Texas 75092

Dear Applicants,

The request for a Specific Use Permit and site plan approval to allow a Daycare/Preschool/Educational Development Center in an R-1 (One Family Residential) District for the property located at 1211 Blanton Drive, has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, February 16, 2016 at 5:00 P.M., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

Zoning:

1. All aspects of the R-1 (One Family Residential) District must be followed.
2. Signs advertising the business will not be allowed.
3. Shall maintain the residential look of the property.
4. Off-street parking is permitted on paved surfaces only (concrete or asphalt).
5. All parking shall be on private property and shall not encroach into Blanton Drive right-of-way; drop off and pick areas should be provided to eliminate stacking of vehicles in the street.
6. The maximum number of children shall be (15) fifteen between the ages of 0-5 years of age.
7. Hours of operation shall only be allowed from 6 a.m. to 6 p.m., Monday thru Friday.
8. The Specific Use Permit is contingent on the ownership and residency of the adjacent property (1215 Blanton Drive).
9. Violation of the conditions of the SUP will terminate the Specific Use Permit.
10. Review the zoning and development ordinance for additional requirements.
11. Site plan approval is valid for a period of one year, if progress has not been made within that time period; resubmission to the Planning & Zoning Commission is required.

Engineering:

12. The location of trash receptors must be approved by the Director of Public Works.

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

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

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

Respectfully,



Scott Shadden

Secretary, Planning and Zoning Board and Board of Adjustment

CC: Robby Hefton, City Manager
Mark Gibson, Director of Utilities
Clint Philpott, P.E., City Engineer
Steve Ayers, Dir. Of Community and Support Services

Danny Fuller, Fire Marshal
Brandon Shelby, City Attorney
Lisa Whitfield, Engineering & Development Coordinator
Don Keene, Asst. City Manager

**PLANNING AND ZONING BOARD
BUILDING INSPECTION DEPARTMENT**

Telephone: (903) 892-7229

FAX: (903) 892-7274

RECEIVED

FEB 05 2016

January 29, 2015

Gary & Ranee Abbe
1301 Blanton Dr.
Sherman, Texas 75092

The Planning and Zoning Commission of the City of Sherman will hold a public hearing on the day of Tuesday, February 16, 2016 at 5:00 P.M. in the City Council Chambers, at 220 W. Mulberry, to hear the request of:

Delmar Hill (Owner), Chiniqua Hill (Representative) and Underwood Drafting and Surveying (Surveyor) concerning the property at 1211 Blanton Drive, being Lot 5, Block 8, Western Hills Addition

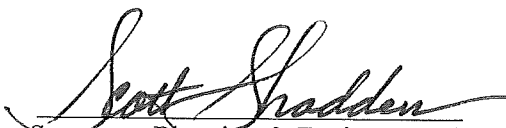
The request is as follows:

Planning and Zoning Commission

Specific Use Permit and site plan approval under Ordinance No. 2280, Section 8, Subsection (5)(a) to allow a Daycare/Preschool/Educational Development Center in an R-1 (One Family Residential) District.

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

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


Secretary, Planning & Zoning Board

*No Objections, had rather have this than
"another" Sherman Rent House to be
abused. Gary Abbe 2-1-16*

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

**PLANNING AND ZONING BOARD
BUILDING INSPECTION DEPARTMENT**

Telephone: (903) 892-7229

FAX: (903) 892-7274

RECEIVED

FEB 05 2016

January 29, 2015

Morris Family Trust of 2000
1428 W. McGee
Sherman, Texas 75092

The Planning and Zoning Commission of the City of Sherman will hold a public hearing on the day of Tuesday, February 16, 2016 at 5:00 P.M. in the City Council Chambers, at 220 W. Mulberry, to hear the request of:

Delmar Hill (Owner), Chiniqua Hill (Representative) and Underwood Drafting and Surveying (Surveyor) concerning the property at 1211 Blanton Drive, being Lot 5, Block 8, Western Hills Addition

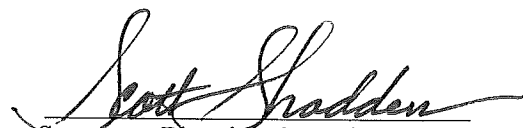
The request is as follows:

Planning and Zoning Commission

Specific Use Permit and site plan approval under Ordinance No. 2280, Section 8, Subsection (5)(a) to allow a Daycare/Preschool/Educational Development Center in an R-1 (One Family Residential) District.

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

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


Secretary, Planning & Zoning Board

This is my second letter to you concerning
this matter I would like to keep this
Residential Area with NO Commercial
Zoning

Thank you - Morris Family Trust of

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



Developmental Services

**PLANNING AND ZONING BOARD
BUILDING INSPECTION DEPARTMENT**

Telephone: (903) 892-7229

FAX: (903) 892-7274

FEB 15 2016

January 29, 2015

 Jeff & Lisa Wilson
PO Box 2104
Sherman, Texas 75091

The Planning and Zoning Commission of the City of Sherman will hold a public hearing on the day of Tuesday, February 16, 2016 at 5:00 P.M. in the City Council Chambers, at 220 W. Mulberry, to hear the request of:

Delmar Hill (Owner), Chiniqua Hill (Representative) and Underwood Drafting and Surveying (Surveyor) concerning the property at 1211 Blanton Drive, being Lot 5, Block 8, Western Hills Addition

The request is as follows:

Planning and Zoning Commission

Specific Use Permit and site plan approval under Ordinance No. 2280, Section 8, Subsection (5)(a) to allow a Daycare/Preschool/Educational Development Center in an R-1 (One Family Residential) District.

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

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

Secretary, Planning & Zoning Board

AS a property owner within 200 Feet. To object to a Residential Home in the midst of a Block being Allocated A zoning change on a Special Use Permit Granted. The increase in traffic congestion and increase in noise in the back yard from children does not fit in the midst of a Residential Neighborhood.

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

PO Box 1106 | Sherman, TX 75091-1106 | 903-892-7229 (Phone) | 903-892-7274 (Fax) | www.ci.sherman.tx.us

(Granted For A Day Care or School)

**PLANNING AND ZONING BOARD
BUILDING INSPECTION DEPARTMENT**

Telephone: (903) 892-7229

FAX: (903) 892-7274

RECEIVED

FEB 16 2016

January 29, 2015

Patsinell Castleberry
1205 Dundale Cir
Sherman, Texas 75092

The Planning and Zoning Commission of the City of Sherman will hold a public hearing on the day of Tuesday, February 16, 2016 at 5:00 P.M. in the City Council Chambers, at 220 W. Mulberry, to hear the request of:

Delmar Hill (Owner), Chiniqua Hill (Representative) and Underwood Drafting and Surveying (Surveyor) concerning the property at 1211 Blanton Drive, being Lot 5, Block 8, Western Hills Addition

The request is as follows:

Planning and Zoning Commission

Specific Use Permit and site plan approval under Ordinance No. 2280, Section 8, Subsection (5)(a) to allow a Daycare/Preschool/Educational Development Center in an R-1 (One Family Residential) District.

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

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

Scott Shadden
Secretary, Planning & Zoning Board

I am not in favor of any commercial interest in my One Family Residential District: Western Hills Addition.

Patsinell Castleberry
February 11, 2016

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



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. C. 3.

Meeting Date: 03/21/2016

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

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5944

Closing and Abandoning a Portion of the Bordeaux Street Right-of-Way lying between Lot Five (5), Block One (1) and Lot Nine (9), Block Two (2) of the Town North Addition, said Property to be Maintained as a Utility Easement

Issue:

To consider approving the closure and abandonment of street right-of-way for Bordeaux Street

Background:

Bordeaux Street is a residential street with fourteen (14) houses along it. The street intersects Loy Lake Road and Gallagher Drive. High volumes of traffic use this street to cut through and avoid the traffic light at Loy Lake Road and Gallagher Drive. One element of the reconstruction of Loy Lake Road included a design that reduced traffic conflicts. One of the traffic conflicts that will be removed is the intersection of Bordeaux Street and Loy Lake Road. Bordeaux Street will turn into a Cul-de-Sac. All of the residents have agreed to this change and most have signed the petition. One resident also donated additional right-of-way for the Cul-de-Sac.

This Ordinance will perform the necessary administrative action to officially close and abandon the street right-of-way and maintain an easement. The City does have utilities in this right-of-way, which necessitates that an easement be maintained.

Origination:

Engineering Department

Financial Consideration:

Maintenance of this street segment will be by the City of Sherman.

Staff Recommendation:

It is recommended that the City Council approve the Ordinance closing and abandoning this street segment.

Alternatives:

As may be directed by City Council

Attachments

Ordinance No. 5944

Resident Petition

Location Map

ORDINANCE NO. 5944

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, CLOSING AND ABANDONING A PORTION OF THE BORDEAUX STREET RIGHT-OF-WAY LYING BETWEEN LOT FIVE (5), BLOCK ONE (1) AND LOT NINE (9), BLOCK TWO (2) OF THE TOWN NORTH ADDITION, SAID PROPERTY TO BE MAINTAINED AS A UTILITY EASEMENT; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the hereinafter described right-of-way segment in the City of Sherman, Grayson County, Texas, shall be closed and abandoned, save and except the property shall be reserved as an easement for public and franchise utilities for the right of ingress and egress to same for purposes of operation, maintenance or removal of such utilities or until such utilities shall be abandoned or relocated:

SITUATED in the City of Sherman, County of Grayson, State of Texas, being that portion of Bordeaux Street between Lot Five (5), Block One (1) and Lot Nine (9), Block Two (2) of the Town North Addition to the City of Sherman, Texas as shown by plat of record in Volume 2, Page 108, County Clerk Records, Grayson County, Texas.

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

INTRODUCED on this the _____ day of _____, 2016.

ADOPTED on this the _____ day of _____, 2016.

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

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

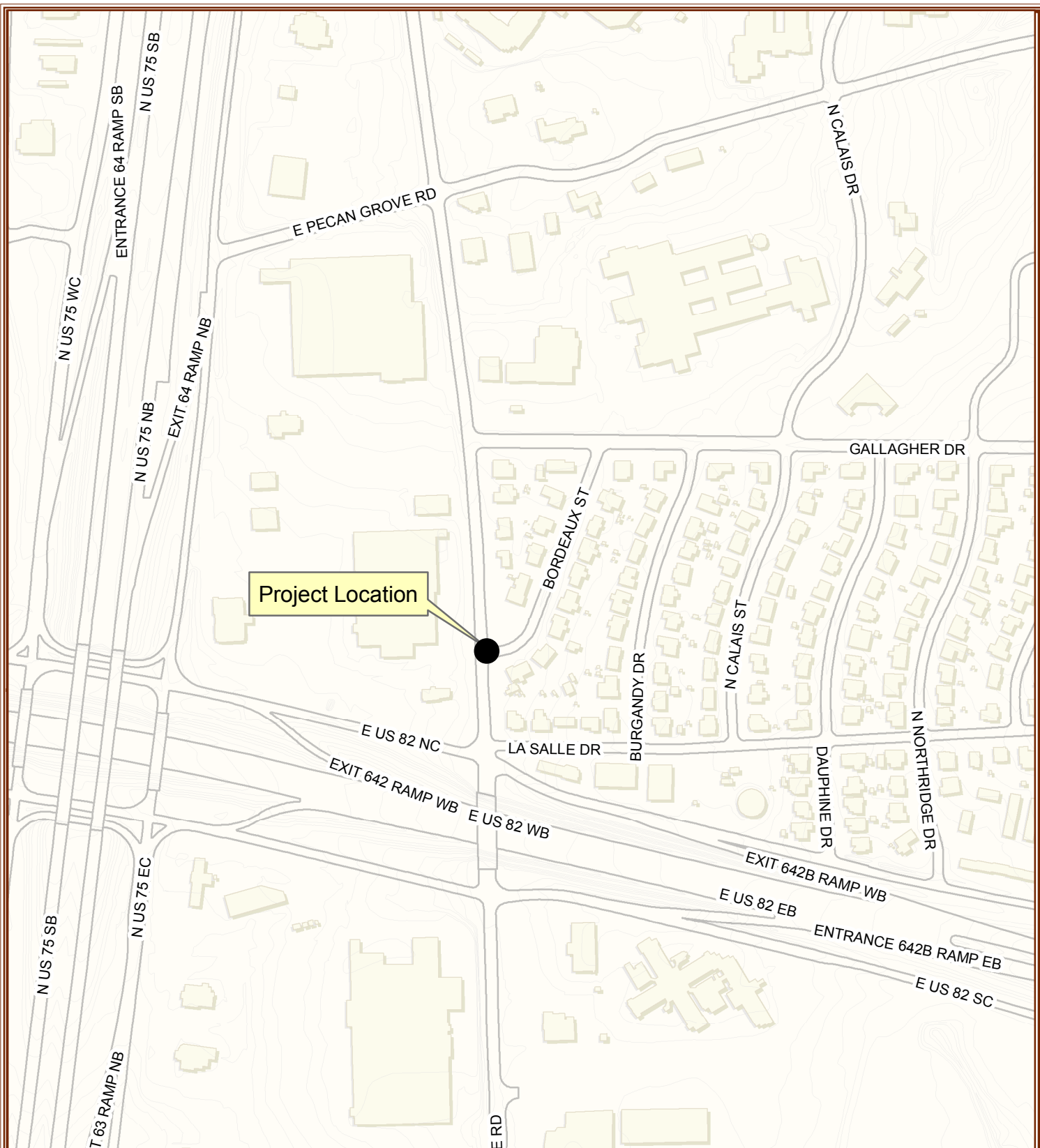
BY: _____
**BRANDON S. SHELBY,
CITY ATTORNEY**

NEIGHBORHOOD ACTION REQUEST FORM

We, the undersigned, believe our neighborhood traffic situation warrants a Cul-de-Sac. The following signatures, representing at least 60% of residences in the neighborhood, indicate the neighborhood's commitment to work with the City of Sherman for a safer traffic environment within our neighborhood. We understand that the Cul-de-Sac construction would be permanently installed and that the residents of the neighborhood are not responsible for any of the installation cost.

[illegible]

[illegible]

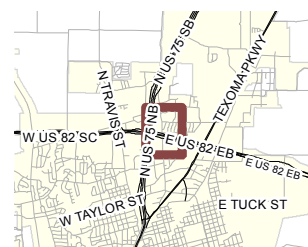


Scale in Feet:
1"= 400'

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

Location Map

(Loy Lake Rd at Bordeaux St
Intesection)





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. C. 4.

Meeting Date: 03/21/2016

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

ADOPTION OF ORDINANCES

Consider Adoption of Ordinance Numbers: 5942, 5943 and 5944

Issue:

- C. 1. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5942**
Ordering an Election of the Qualified Voters of the City of Sherman, Texas, on the 8th day of November, 2016, for the Purpose of a Local Option Election to Consider the Legal Sale of All Alcoholic Beverages including Mixed Beverages; Providing that Said Election shall be held Jointly with Grayson County, Texas; Designating Election Precincts; Appointing Election Officials; Providing for Notice of Said Election; Providing for the Use of Direct Recording Electronic Voting Equipment; Providing for Early Voting
- C. 2. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5943**
(UNDER APPEAL FROM P&Z)
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, Surveyor); Providing that this Specific Use Permit Shall be Granted Subject to Certain Conditions; Providing a Penalty Not to Exceed \$2,000.00
- C. 3. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5944**
Closing and Abandoning a Portion of the Bordeaux Street Right-of-Way lying between Lot Five (5), Block One (1) and Lot Nine (9), Block Two (2) of the Town North Addition, said Property to be Maintained as a Utility Easement
-



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. C. 5.

Meeting Date: 03/21/2016

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

CONSENT AGENDA

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

Issue:

E. 1. * REQUEST TO ADVERTISE
Annual Supply of Hot Mix Asphalt

F. 1. * CHANGE ORDER NO. 3
Approving the Greater Texoma Utility Authority's Intention to Execute Change Order No. 3 for Construction of the Sherman Wastewater Treatment Plant Headworks Lift Station Replacement and Electrical Upgrade



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. C. 6.

Meeting Date: 03/21/2016

Prepared By: Brandon Shelby, City Attorney

Approved By: Robby Hefton, City Manager

Caption:

**TABLED AT THE MARCH 7, 2016 CITY COUNCIL MEETING:
ADOPTION OF ORDINANCE NO. 5933**

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 Providing for a New Section 6.02.008 to be entitled "Additional Requirements for Mobile Food Units (MFU)"

Issue:

Ordinance No. 5933 was tabled following introduction and public hearing at the March 7, 2016 City Council meeting. A motion and order are required to remove the Ordinance from the table and permits its consideration for adoption at this meeting.

This item is to consider approval of an amendment to the City's "Food Establishments" Code Provisions, codified at Chapter 6, Article 6.02, of the Sherman Code of Ordinances, to add specific regulations regarding Mobile Food Units (MFU).

Background:

This agenda item adds additional MFU regulations and guidelines to the existing regulations found in Chapter 6, Article 6.02 of the Code. These additional regulations were developed after consultation with staff and members of Council. The added regulations will help ensure the health and safety of the community and provide guidance to entrepreneurs who wish to operate a MFU.

At the March 7th meeting, the City Council suggested certain additional amendments to the Ordinance. Councilmen Davis and Couch suggested clarifying the language regarding criminal background checks. Councilman Davis suggested that permits should not be issued if an applicant had been convicted of a felony offense within the past five years. He also suggested charging an administrative fee for the permit. Councilman Couch suggested the fee should be set at \$200.00.

Origination:

Councilman Kevin Couch
Robby Hefton, City Manager

Financial Consideration:

The City would collect a \$200 administrative fee for processing the MFU permit.

Staff Recommendation:

It is recommended that the City Council approve the proposed amendment to the Sherman Code of Ordinances at Article 6.02.

Alternatives:

As directed by the City Council

Attachments

Ordinance No. 5933

Revised Article 6.02 - Food Establishments

ORDINANCE NO. 5933

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 PROVIDING FOR A NEW SECTION 6.02.008 TO BE ENTITLED "ADDITIONAL REQUIREMENTS FOR MOBILE FOOD UNITS (MFU)"; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER CLAUSE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That Chapter 6, Article 6.02, Section 6.02.001 of the Code of Ordinances of the City of Sherman, Texas be and is hereby amended so that such section shall read as follows:

Sec. 6.02.001 Adoption of state food establishment rules; definitions

(a) The city adopts by reference the provisions of the current rules or rules as amended by the state board of health found in 25 Texas Administrative Code, chapter 228, regarding the regulation of food establishments in this jurisdiction.

(b) Definitions.

Authorized agent or employee. The employees of the regulatory authority.

Catering Services. The provision of food service by a food establishment, including a Mobile Food Unit (MFU), on private property for a singular event.

Food establishment. A food service establishment, a retail food store, a mobile food unit, and/or a roadside food vendor.

Mobile Food Unit (MFU). A vehicle mounted, self or otherwise propelled, self-contained food service operation, designed to be readily movable (including, but not limited to, catering trucks, trailers, push carts, and roadside vendors) and used to store, prepare, display, serve or sell food. Mobile units must completely retain their mobility at all times. A Mobile Food Unit does not include a stand or a booth. A roadside food vendor is classified as a MFU.

Municipality. The city.

Regulatory authority. The county health department.

State rules. The state rules found at 25 Texas Administrative Code, chapter 228. These rules are also known as the Texas Food Establishment Rules.

SECTION 2. That Chapter 6, Article 6.02 of the Code of Ordinances of the City of Sherman, Texas, be and is hereby amended to include a new Section 6.02.008, to be entitled “Additional Requirements for Mobile Food Units (MFU)”, so that such section shall read as follows:

Sec. 6.02.008 Additional Requirements for Mobile Food Units (MFU)

- (a) Permitting by City and Fee. Any person wishing to operate a MFU within the city limits of the City of Sherman must first apply for a permit with the City Clerk’s office and pay a fee of \$200.00. In order for a permit to be issued, the applicant shall provide evidence of all necessary permitting from the State and the regulatory authority. Additionally, any person intending to operate a MFU shall submit to a criminal background check by the Sherman Police Department. No permit shall be issued to persons with a felony criminal conviction in the last five years.
- (b) Central Business District Restrictions. No person may operate a MFU on a street or parking lot in the central business district, unless said street or parking lot has been closed for a special event approved by the City Council.
- (c) Sales on Sidewalks Prohibited. No person may operate a MFU on a sidewalk.
- (d) Street Sales Outside the Central Business District. No person may operate a MFU in such a manner that impedes or disrupts traffic flow on city streets or draws pedestrians into the street right of way.
- (e) Parking Lots. No person may operate a MFU in a manner that reduces the number of available parking spaces in a given lot to below the number required by the City of Sherman’s zoning ordinances.
- (f) Sales in Parks and City Lots Prohibited. No person may operate a MFU in a public park or publicly owned lot unless said park or lot has been designated as the site for a special event approved by the City Council.
- (g) Food Truck Lots. This section notwithstanding, a person may operate a MFU on private property whose owner or lessee has applied for and been granted a Specific Use Permit (SUP) to operate a Food Truck Lot by the City of Sherman.
- (h) Applicability. Nothing in this section shall prohibit a MFU from providing catering services on private property.

SECTION 3. That it is the intention of the City Council of the City of Sherman, Texas, that the provisions of this ordinance shall become a part of the Code of Ordinances of the City of Sherman, Texas, and that sections of this ordinance may be renumbered or re-lettered to accomplish such intention.

SECTION 4. That the provisions of this ordinance are servable and the invalidity of any word, phrase or part of this ordinance shall not affect the validity of effectiveness of the remainder of the ordinance.

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

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

INTRODUCED on this the 7th day of March, 2016.

ADOPTED on this the _____ day of _____, 2016.

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

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

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

ARTICLE 6.02 FOOD ESTABLISHMENTS

Sec. 6.02.001 Adoption of state food establishment rules; definitions

(a) The city adopts by reference the provisions of the current rules or rules as amended by the state board of health found in 25 Texas Administrative Code, chapter 228, regarding the regulation of food establishments in this jurisdiction.

(b) Definitions.

Authorized agent or employee. The employees of the regulatory authority.

Catering Services. *The provision of food service by a food establishment, including a Mobile Food Unit (MFU), on private property for a singular event.*

Food establishment. A food service establishment, a retail food store, a mobile food unit, and/or a roadside food vendor.

Mobile Food Unit (MFU). *A vehicle mounted, self or otherwise propelled, self-contained food service operation, designed to be readily movable (including, but not limited to, catering trucks, trailers, push carts, and roadside vendors) and used to store, prepare, display, serve or sell food. Mobile units must completely retain their mobility at all times. A Mobile Food Unit does not include a stand or a booth. A roadside food vendor is classified as a MFU.*

Municipality. The city.

Regulatory authority. The county health department.

State rules. The state rules found at 25 Texas Administrative Code, chapter 228. These rules are also known as the Texas Food Establishment Rules.

(Ordinance 5909, sec. 1, adopted 10/19/15)

Sec. 6.02.002 Permit required; exemptions

(a) A person may not operate a food establishment without a permit issued by the regulatory authority. Permits are not transferable from one person to another or from one location to another location, except as otherwise permitted by this article. A valid permit must be posted in or on every food establishment regulated by this article.

(b) A food establishment operated solely by a nonprofit organization is exempt from the permitting requirements of this article, but is not exempt from compliance with state rules. The

regulatory authority may require any information necessary to determine whether an organization is nonprofit for purposes of this exemption.

(1991 Code, sec. 12-32)

Sec. 6.02.003 Permit application and fees

(a) Any person desiring to operate a food establishment must make a written application for a permit on forms provided by the regulatory authority. The application must contain the name and address of each applicant, the location and type of the proposed food establishment and the applicable fee. An incomplete application will not be accepted. Failure to provide all required information, or falsifying information required, may result in denial or revocation of the permit. Renewals of permits are required on an annual basis and the same information is required for a renewal permit as for an initial permit.

(b) Prior to the approval of an initial permit or the renewal of an existing permit, the regulatory authority shall inspect the proposed food establishment to determine compliance with state laws and rules. A food establishment that does not comply with state laws and rules will be denied a permit or the renewal of a permit.

(c) The fee schedule for permits authorized by this Article will be set by the regulatory authority.

(d) All permit fees shall be paid to the regulatory authority.

(Ordinance 5506 adopted 12/17/07)

Sec. 6.02.004 Review of plan

(a) Whenever a food establishment is constructed or extensively remodeled and whenever an existing structure is converted to use as a food establishment, properly prepared plans and specifications for such construction, remodeling or conversion shall be submitted to the regulatory authority for review before work is begun. Extensive remodeling means that 20 percent or greater of the area of the food establishment is to be remodeled. The plans and specifications shall indicate the proposed layout, equipment arrangement, mechanical plans and construction of materials of work areas, and the type and model of proposed fixed equipment and facilities. The plans and specifications will be approved by the regulatory authority if they meet the requirements of the rules adopted by this article. The approved plans and specifications must be followed in construction, remodeling or conversion.

(b) Failure to follow the approved plans and specifications will result in a permit denial, suspension, or revocation.

(1991 Code, sec. 12-34)

Sec. 6.02.005 Food sanitation training

- (a) No person shall operate a food establishment unless the manager of the establishment or, if multiple shifts are worked, the manager of each shift has a valid current food service manager's certificate issued by the regulatory authority certifying that the bearer has attended the food sanitation program for managers approved by the regulatory authority.
- (b) It shall be unlawful for the owner, operator, or manager of any food establishment to employ or permit any food handler to work therein unless such food handler has the permit required by this section.

(Ordinance 5909, sec. 2, adopted 10/19/15)

Sec. 6.02.006 Suspension of permit

- (a) The regulatory authority may, without warning, notice or hearing, suspend any permit to operate a food establishment if the operation of the food establishment constitutes an imminent hazard to public health. Suspension is effective upon service of the notice required by subsection (b) of this section. When a permit is suspended, food operations shall immediately cease. Whenever a permit is suspended, the holder of the permit shall be afforded an opportunity for a hearing within 20 days of receipt of a request for a hearing.
- (b) Whenever a permit is suspended, the holder of the permit or the person in charge shall be notified in writing that the permit is, upon service of the notice, immediately suspended and that an opportunity for a hearing will be provided if a written request for a hearing is filed with the regulatory authority by the holder of the permit within ten days. If no written request for a hearing is filed within ten days, the suspension is sustained. The regulatory authority may end the suspension at any time if reasons for suspension no longer exist.

(1991 Code, sec. 12-36)

Sec. 6.02.007 Revocation of permit

- (a) The regulatory authority may, after providing opportunity for a hearing, revoke a permit for serious or repeated violations of any of the requirements of these rules or for interference with the regulatory authority in the performance of its duties. Prior to revocation, the regulatory authority shall notify the holder of the permit or the person in charge, in writing, of the reason for which the permit is subject to revocation and that the permit shall be revoked at the end of the ten days following service of such notice unless a written request for a hearing is filed with the regulatory authority by the holder of the permit within such ten-day period.
- (b) If no request for hearing is filed within the ten-day period, the revocation of the permit becomes final.

(1991 Code, sec. 12-37)

Sec. 6.02.008 Additional Requirements for Mobile Food Units (MFU)

(a) Permitting by City and Fee. Any person wishing to operate a MFU within the city limits of the City of Sherman must first apply for a permit with the City Clerk's office and pay a fee of \$200.00. In order for a permit to be issued, the applicant shall provide evidence of proper all necessary permitting from the State and the regulatory authority. Additionally, any person intending to operate or be employed by a MFU shall submit to a criminal background check by the Sherman Police Department. No permit shall be issued to persons with a criminal conviction for violent crimes, sexual offenses, theft, fraud, or other crimes involving moral turpitude felony criminal conviction in the last five years.

(b) Central Business District Restrictions. No person may operate a MFU on a street or parking lot in the central business district, unless said street or parking lot has been closed for a special event approved by the City Council.

(c) Sales on Sidewalks Prohibited. No person may operate a MFU on a sidewalk.

(d) Street Sales Outside the Central Business District. No person may operate a MFU in such a manner that impedes or disrupts traffic flow on city streets or draws pedestrians into the street right of way.

(e) Parking Lots. No person may operate a MFU in a manner that reduces the number of available parking spaces in a given lot to below the number required by the City of Sherman's zoning ordinances.

(f) Sales in Parks and City Lots Prohibited. No person may operate a MFU in a public park or publicly owned lot unless said park or lot has been designated as the site for a special event approved by the City Council.

(g) Food Truck Lots. This section notwithstanding, a person may operate a MFU on private property whose owner or lessee has applied for and been granted a Specific Use Permit (SUP) to operate a Food Truck Lot by the City of Sherman.

(h) Applicability. Nothing in this section shall prohibit a MFU from providing catering services on private property.

Sec. 6.02.008 9 Notices and hearings

(a) A notice, as required in these rules, is properly served when it is delivered to the holder of the permit or the person in charge, or when it is sent by registered or certified mail, return receipt requested, to the last known address of the holder of the permit. A copy of the notice shall be filed in the records of the regulatory authority.

(b) The hearings provided for in these rules shall be conducted by the regulatory authority at a time and place designated by it. Based upon the recorded evidence of such hearing, the

regulatory authority shall make final findings, and shall sustain, modify or rescind any notice or order considered in the hearing. A written report of the hearing decision shall be furnished to the holder of the permit by the regulatory authority.

(1991 Code, sec. 12-38)

Sec. 6.02.009 10 Remedies

(a) Any person who violates a provision of these rules and any person who is the permit holder of or otherwise operates a food service establishment that does not comply with the requirements of these rules and any responsible officer of that permit holder or those persons shall be fined not more than \$2,000.00.

(b) The regulatory authority may seek to enjoin violations of these rules.

(1991 Code, sec. 12-39)



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. D. 1.

Meeting Date: 03/21/2016

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

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6065

Authorizing Execution of a Professional Services Agreement with McManus & Johnson Consulting Engineers, LLC. for the Engineering Design of Swan Ridge Drive

Issue:

To consider a contract for professional services with McManus & Johnson Consulting Engineers, LLC. for the engineering design of Swan Ridge Drive

Background:

On January 18th, the City Council discussed closing Seasons West Avenue. During the meeting, the City Council approved the closing of Seasons West Avenue after the completion of Swan Ridge Drive. The proposed contract with McManus & Johnson Consulting Engineers, LLC. is the first step in this process.

Origination:

City Council

Financial Consideration:

The fee for the engineering design of Swan Ridge Drive will be \$78,000.00.

Staff Recommendation:

It is recommended that the contract for professional services with McManus & Johnson Consulting Engineers, LLC. for the engineering design of Swan Ridge Drive be approved.

Alternatives:

As may be directed by the City Council

Attachments

Resolution No. 6065

Agreement for Professional Engineering Services

Location Map

RESOLUTION NO. 6065

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH MCMANUS & JOHNSON CONSULTING ENGINEERS, LLC. FOR THE ENGINEERING DESIGN OF SWAN RIDGE DRIVE; 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 McManus & Johnson Consulting Engineers, LLC. for the Engineering Design of Swan Ridge Drive, in accordance with all contract documents attached hereto and made a part hereof for all purposes.

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

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

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

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

AGREEMENT FOR PROFESSIONAL SERVICES

THIS Agreement for Professional Services ("Agreement") is entered into March 21, 2016 by and between the CITY OF SHERMAN, TEXAS, hereinafter referred to as the "City", and McManus & Johnson Consulting Engineers, LLC, a Texas corporation, hereinafter referred to as "Company".

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

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

NOW, THEREFORE, the City of Sherman, Texas and McManus & Johnson Consulting Engineers, LLC in consideration of the covenants and agreements set forth herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, do hereby contract and agree as follows:

ARTICLE I

GENERAL

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

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

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

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

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

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

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

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

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

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

ARTICLE II

SERVICES

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

PREPARATION OF ALL PLANS, SPECIFICATIONS, DRAWINGS, DESIGNS, DOCUMENTS, REPORTS, RECORDS, OTHER WORK PRODUCT, AND ESTIMATES NECESSARY FOR THE DESIGN OF SWAN RIDGE ROAD PROJECT DESCRIBED IN THE SCOPE OF SERVICES ATTACHED HERETO AS EXHIBIT "A".

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

C. Neither City's review, approval or acceptance of, nor payment for any of the Services required or provided under this Agreement, shall be construed to operate as a waiver of

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

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

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

accordance with the standard of care set forth herein, Company agrees that if it shall recommend unsuitable materials in connection with the project for which the Services are being provided by the Company or this Agreement or if the design of the project should be defective in any way, Company will assume sole responsibility for any damages, loss, claims, or expenses to the extent caused by Company's recommendation of unsuitable materials or defective design.

ARTICLE III

PAYMENT

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

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

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

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

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

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

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

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

D. City may deduct from any amounts due or to become due to Company any sum or sums owing by Company to City. In the event of any breach by Company of any provision or obligation of this Agreement, or in the event of the assertion by other parties of any claim or lien against City, or the City's premises or property, arising out of Company's performance of this Agreement, City shall have the right to retain out of any payments due or to become due to

Company an amount sufficient to completely protect the City from any and all loss, damage or expense 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 McManus & Johnson Consulting Engineers, LLC, 400 Chisholm Place, Suite 310, Plano, TX 75075.

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

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

ARTICLE XVII

MISCELLANEOUS

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

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

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

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

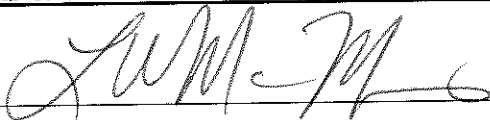
D. Release of Information. Company shall not divulge or release any information concerning the project or this Agreement to the public, including any the media representative, without City's prior written consent.

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

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

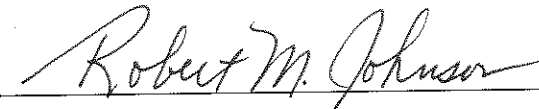
IN WITNESS WHEREOF, parties have caused this Agreement to be executed in duplicate this _____ day of _____ 2016, with an original to each party.

COMPANY: McManus & Johnson Consulting Engineers, LLC

BY: 

NAME: Leonard W McManus, Jr. PE
400 Chisholm Place #310
Plano, TX 75075

TITLE: Principal

ATTEST: BY: 

NAME: Robert M Johnson, PE

TITLE: Principal

CITY: CITY OF SHERMAN

BY: _____

NAME: George Olson

TITLE: City Manager

ATTEST: BY: _____

NAME: Linda Ashby

TITLE: City Clerk

APPROVAL RECOMMENDED:

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

APPROVED AS TO FORM:

Brandon S. Shelby, City Attorney

EXHIBIT A
SCOPE OF SERVICES
SWAN RIDGE DRIVE DESIGN

1.0 CONTROL/ TOPOGRAPHIC SURVEY (Sub-contract with the Roome Surveying, Lump Sum)

We are to provide a Design Survey for the proposed route. A detailed description of our work and the parameters included in the project are as follows:

Control Survey

- Horizontal and vertical control will be tied to National Geodetic Survey (NGS) control monuments and/or local City datum or benchmarks, and will be verified using conventional means. Horizontal and vertical datum will be NAD 83 and NAVD 88, respectively.
- At a minimum, all vertical control work shall be Third Order, as outlined in the FGDC Geospatial Positioning Accuracy Standards, Part 4: Standards for Architecture, Engineering, Construction (AE/C) and Facility Management.
- Horizontal Control work will be done using both standard surveying techniques and Global Positioning System (GPS) techniques meeting the necessary specification requirements
- At minimum, all horizontal control work shall comply with Third Order Class II as outlined in the FGDC Geospatial Positioning Accuracy Standards, Part 4: Standards for Architecture, Engineering, Construction (A/E/C) and Facility Management.
- We will provide coordinates of all points X, Y, to the nearest 0.01 feet and Z to the nearest 0.01 foot (0.1 foot for unpaved ground surface elevations).
- We will follow National Mapping Accuracy Standards for contour interval accuracy.
- All work will be performed under the direction of a Registered Professional Land Surveyor licensed in and in good standing in the State of Texas.
- Control points will be established at a maximum distance of 1,000 feet apart.
- Each point will define the X, Y and Z for this project. Permanent control points shall be set outside the limits of construction (if possible) and shall be a 5/8" iron rod set with a red plastic cap stamped "TWG TRAV. PT.". The control points will be tied to NGS and/or City benchmarks via differential leveling techniques.

Topographic Survey

Surveying will be performed to meet current state standards. We will utilize GPS Equipment, Robotics and Electronic Total Stations. Topographic survey limits will extend 150', either side of the anticipated centerline the proposed route of Swan Ridge Drive. We will also extend into the intersecting streets and into the intersecting driveways.

The following survey data will be obtained and applied in the development of the survey drawing:

- Locating and tying existing above-ground utility appurtenances, structures, curbs, pavement, fences, etc., within the area being considered for construction.
- Existing depth and elevations of water valves, wastewater manholes and storm sewer inlets, within the area for construction.
- Existing manhole inverts and rim elevations.
- Existing pavement type(s).
- Coordination with utility locators and utility companies (Texas 811) to have subsurface lines marked for field location, including City of Sherman and North Texas Municipal Water District.
- All curb lines, driveways, building corners, fences, ditches, sidewalks, screening walls and other above ground features will be located within the area for construction.
- Natural ground elevations and/or cross-sections at fifty foot stations (at minimum) along the limits defined for topography and all grade breaks will be surveyed.
- Spot elevations as required to facilitate the generation of one-foot contours will be collected.
- Locate underground utilities or structures that may be within the project limits.
- Such utilities include, but are not limited to wastewater, water, gas, electric, storm sewer, telephone, and TV cable. We will contact utility locators (Texas811) to mark existing underground utilities in the field and shall show all such utilities on the base map either based upon field locations or available construction as-builts provided by others.
- Locate sufficient monumentation (boundary corners) in order to accurately establish the street Rights-of-Way and platted lot lines.
- Locating and identifying all trees having a minimum 4-inch caliper.
- Point numbers, point symbols and point descriptions shall be on separate levels conforming to the current standards.
- The drawing files shall include all line work and above ground text for a finished base map including: curb lines, paths, utilities, fences, intersecting streets, driveways, sidewalks, and all other topographic information.
- Provide copies of all field notes and sketches and hard copy plots of the work map on a scale of 1"=40' (or as otherwise specified).
- The Topographic Survey will include the depiction of property lines, street R.O.W lines, platted lot and block numbers, street addresses, and platted easements or easements of which we have been made aware of.

2.0 GEOTECHNICAL SCOPE OF SERVICES (Not anticipated in this Scope of Services)

The project will consist of utilizing City of Sherman existing pavement design criteria to develop geotechnical design and construction recommendations. Any anticipated geotechnical design services will be considered an Additional Service.

3.0 ROADWAY DESIGN

3. Preliminary Design (Lump Sum)

3.1. Project Management

3.1.1 Develop project communication plan

- Develop project contact list
- Conduct progress meetings to monitor the development of the project.
During this phase of the project, conduct up to:
 - Two (2) meetings with the City staff regarding project status and coordination issues. The first meeting being the project kick-off meeting
- Coordinate with sub-consultant
- Prepare and e-mail monthly progress reports to the project team (City and MJCE Staff)

3.1.2 Develop project production plan

- Document design criteria chart (coordinate with City staff at the project kick-off meeting)
 - Design speed
 - Pavement design parameters
 - Horizontal alignment design criteria
 - Vertical alignment design criteria
 - Typical section requirements (lane, median, sidewalk, setback, parking lot, and parkway widths, etc.)
- Develop role and assignment definitions
- Develop project schedule and interim milestones

3.1.3 Project Administration

- Prepare project correspondence and invoicing documents

3.2. Data Collection

3.2.1 Roadway

- City design criteria
- City standard details
- Other applicable City ordinances
- Construction contract document standards
- Barrier free ramp standard details

3.2.2 Drainage

- City drainage manual
- Storm drainage master plan
- Existing storm drainage facilities / record drawings

3.2.3 Utilities **(Not in this Scope of Services)**

- Existing water line locations / record drawings

- Water master plan requirements
- Existing sanitary sewer line locations / record drawings
- Sanitary sewer master plan requirements
- City utility relocation requirements (if applicable)

3.2.4 Streetscape **(Not in this Scope of Services)**

- City standards regarding medians, crosswalks, plantings, irrigation, street lighting, etc.

3.3. Roadway Layouts

3.3.1 Based on City-approved conceptual design, proceed with preliminary design

- Prepare typical sections
 - Existing and Proposed
 - Preliminary subgrade and pavement design
- Prepare preliminary plan (plan sheet format, 1"=20' scale) from each terminus. Items to be included:
 - Plan
 - Control data
 - Existing / proposed right-of-way
 - Existing topography
 - Existing pavement, parking, pedestrian facilities, and buildings
 - Proposed centerline alignment and horizontal curve data
 - Proposed face of curb
 - Proposed transition pavement tie-ins to existing pavement
 - Proposed culvert alignments and sizes for driveways
 - Existing trees to remain
 - Existing trees to be removed
 - Existing driveway locations
 - Existing storm drain locations
 - Existing water line locations
 - Existing sanitary sewer line locations
 - Existing franchise utility locations (relying upon information provided by franchise utilities)

3.4. Drainage

3.4.1 Compile the hydrological and hydraulic data for Swan Ridge Drive system

3.4.2 Develop the project drainage area map for Swan Ridge Drive system.

- Determine conveyance paths, channel slopes, time of concentration, and runoff coefficients as required to calculate design-year flows
- Subdivide the overall drainage areas into sub-areas and calculate the discharge at each culvert. Analyze existing inlet and storm drain capacities.

- 3.4.3 Analyze existing drainage system in Swan Ridge Drive to determine the need for any offsite drainage improvements and report to the City (the need for offsite improvements is not anticipated). The design of any offsite drainage improvements (if required) will be considered as **Additional Services**.
- 3.4.4 Identify the need for additional drainage easements to accommodate the proposed offsite drainage improvements (if required).
- 3.5. Utilities
- 3.5.1 Public
- Establish the location of existing public utilities based upon information provided by the City and field survey information
 - Adjustments to existing water lines and valves, meters, hydrants, etc. is not anticipated.
 - Adjustments to existing sanitary sewer manholes, etc. is not anticipated.
 - Design of any water or sewer line improvements beyond adjustments will be considered **Additional Services**.
- 3.5.2 Franchise Utility Coordination
- Identify franchise utility contacts
 - Send one set of plans to each franchise utility for their review. Request each franchise utility to mark up the plans to show the size, type, and location of their utilities.
 - Notify the City if any relocations are required
 - The City shall perform the coordination with the franchise utilities if any relocations are required
 - Attend up to one (1) franchise utility coordination meeting
- 3.6. Streetscape **(Not is this Scope of Services)**
- ~~3.6.1 Preliminary Design (based on the City approved conceptual design)~~
- ~~• Hardscape~~
 - ~~— Pedestrian Facilities: Locate pedestrian sidewalk, benches and trash receptacles~~
 - ~~— ADA Access: Provide preliminary grading layout for sidewalks, crosswalks, and ramps in an effort to provide universal access to pedestrians per TDLR requirements.~~
 - ~~— Special Paving: Locate and designate material for specialty paving areas~~
 - ~~▪ Crosswalks~~
 - ~~▪ Sidewalks~~
 - ~~▪ Ramps~~
 - ~~▪ Median Noses~~

- ~~Icons: Identify icon alternative concepts (entry signs, bollards, secondary signage, etc.)~~
 - ~~Lighting~~
 - ~~Determine street and accent lighting requirements~~
 - ~~Identify roadway illumination alternative concepts~~
 - ~~Layout of poles, foundations, and conduit~~
 - ~~Softscape~~
 - ~~Landscape: Provide landscape plan showing proposed plant locations, possible plant material selections, and existing trees to remain.~~
 - ~~Detail root barrier details and locations within the median~~
 - ~~Irrigation: Determine the location of the existing irrigation system and incorporate requirements for modification to heads and valves.~~
- 3.7. Compile and prepare a preliminary opinion of probable construction cost for the entire project using recent average unit bid prices which are representative of similar types of construction in the local area
- 3.8. Preliminary (30%) design submittal
- 3.8.1 Submit three (3) copies to the City for review and comment
- 3.8.2 Submittal shall include the following:
- Preliminary roadway, ~~parking, and pedestrian improvements~~
 - Preliminary drainage design (plan only, no profile) and drainage area map
 - ~~Preliminary water main layout~~
 - ~~Preliminary streetscape design~~
 - Preliminary opinion of probable construction cost

4. Final Design (Lump Sum)

- 4.1. Project Management
- 4.1.1 Project Communication
- Conduct progress meetings to monitor the development of the project. During this phase of the project, conduct up to:
 - One (1) City staff meeting
 - Prepare and e-mail monthly progress reports to the project team (City and MJCE Staff)
- 4.1.2 Project Administration
- Prepare project correspondence and invoicing documents
- 4.2. Project site visit (up to one (1) trips)
- 4.3. Roadway
- 4.3.1 Incorporate the preliminary design submittal review comments

- Prepare plan / profile sheets (22"x34" plan sheets at a scale of 1"=20' horizontal)
- Include the following items in addition to those included in the preliminary design submittal:
 - Proposed right-of-way locations (if any)
 - Barrier free ramps (none anticipated)
- 4.3.2 Develop design cross-sections
 - Show pavement and subgrade, right-of-way limits, side slopes, pavement cross slopes, and curbs,
- 4.3.3 Prepare roadway details to clarify intent of design.
- 4.3.4 Compile applicable City standard details. Modify standard details as needed.
- 4.4. Drainage
 - 4.4.1 Incorporate the preliminary design submittal review comments.
 - 4.4.2 Perform final culvert sizing and alignment. Prepare final design sheets and hydraulic design sheets for inclusion in the plans.
 - 4.4.3 Prepare drainage plan / profile sheets depicting drain lines, inlets, culverts, connections, manholes, and utility crossings
 - 4.4.4 Prepare profiles for the proposed culverts
 - 4.4.5 Determine outfall grading requirements and provide plans and details for ditch protection.
 - 4.4.6 Prepare drainage details to clarify intent of design. Compile applicable City standard details.
 - 4.4.7 Create details for connections to existing system (where applicable)
 - 4.4.8 Prepare erosion control plan.
 - 4.4.9 Compile Storm Water Pollution Prevention Plan (SWPPP) to meet NPDES Phase II requirements
- 4.5. Utilities **(Not anticipated in this Scope of Services)**
 - 4.5.1 Water
 - No water line relocations or installations are anticipated with this scope of services
 - Minor adjustments to existing water valve boxes, etc. will be specified in the plans
 - 4.5.2 Sewer
 - No sanitary sewer line relocations or installations are anticipated with this scope of services
 - Minor adjustments to existing manholes, etc. will be specified in the plans
 - 4.5.3 Franchise Utility Coordination
 - Submit one set of 90% design plans and the project schedule to each affected franchise utility for their review and comment

- The City shall perform the coordination with the franchise utilities if any relocations are required
- 4.5.4 Prepare utility details to clarify intent of design (**not anticipated**)
- 4.5.5 Compile applicable City standard details. Modify standard details as needed.
- 4.6. Streetscape
 - 4.6.1 ~~Incorporate the preliminary design submittal review comments~~
 - 4.6.2 ~~Hardscape (**Not anticipated in the Scope of Services**)~~
 - ~~Pedestrian Facilities~~
 - ~~— Prepare plans for the pedestrian trail including layout, grading, materials, specifications, and details for construction~~
 - ~~Special Paving~~
 - ~~— Prepare plans for the special paving areas including layout, types, materials, specifications, and details for construction~~
 - ~~Icons~~
 - ~~— Prepare plans for the icon placements including layout, materials, specifications, and details for construction~~
 - ~~Street Lighting (**Not anticipated in this Scope of Services**)~~
 - ~~— If the City chooses to add additional lighting, the following will be provided as *Additional Services* only upon City written authorization:~~
 - ~~As soon as the approved preliminary design is received from the City and the light pole and fixture types have been selected by the City, the plans will be submitted to the manufacturer for their design of the photometrics~~
 - ~~Provide special specifications for the light poles and fixtures~~
 - ~~Provide electrical engineering plans and specifications for the non-TXU light fixtures~~
- 4.6.3 ~~Softscape (**Not anticipated in this Scope of Services**)~~
 - ~~Landscape~~
 - ~~— Prepare landscaping plans including planting layout, grading, material specifications, planting details and notes. Also, designate existing trees to remain and specifications for root barriers to be installed~~
 - ~~Irrigation~~
 - ~~— Prepare irrigation plans including head locations, spray type, piping layout, and material specifications~~

4.7. Pavement Markers and Marking Plans

- Prepare pavement markers and marking layouts in accordance with City design standards and the Texas Manual of Uniform Traffic Control Devices (TMUTCD)
- Prepare details to clarify intent of design.
- Compile applicable City standard details. Modify standard details as needed.
- Signing layout and design will not be provided.

4.8. Prepare general notes and specification data. Identify and prepare special specifications and/or special provisions applicable to the project.

4.9. Compile and update the overall opinion of probable construction cost

4.10. Final design submittal (90%)

4.10.1 Submit three (3) copies to the City for review and comment

4.10.2 Submittal shall include the following:

- 90% design plans
- Technical specifications
- Opinion of probable construction cost

4.10.3 Submittal shall include the following:

- Final design plans
- Contract documents including the following:
 - City standard construction contract forms
 - Notice to bidders
 - Special instructions to bidders
 - Bid form
 - Standard construction contract
 - Performance bond
 - Payment bond
 - Maintenance bond
 - Certificate of insurance
 - General conditions
 - Special provisions
 - Technical specifications
- Opinion of probable construction cost

4.11. Incorporate the final design submittal review comments

4.12. Prepare the final opinion of probable construction cost

4.13. Final design submittal (As-bid)

4.13.1 Submit three (3) full-size and three (3) half-size sets of plans and specifications to the City

4.13.2 Submit the final opinion of probable construction cost

- 4.13.3 Submit a letter of notification to the City stating completion of the design of the project

5. Right-of-Way Document(s) (Lump Sum)

It is anticipated that one (1) right-of-way document will be prepared for this project. This document will include:

- 5.1. Exhibit showing the proposed roadway alignment on the existing tract with ties to existing property corners
- 5.2. Metes and bounds description of the proposed right-of-way with closure documentation
- 5.3. The City will provide right-of-way cover document and coordinate with the property owner.

6. Bidding Phase (Reimbursable)

- 6.1. Final bid documents submittal
 - 6.1.1 Provide one (1) CD set to the City for bidder distribution
 - 6.1.2 Print three (3) sets for City's use
 - 6.1.3 Print three (3) half-size sets for City's use
 - 6.1.4 Submittal shall include the following:
 - Final plans
 - Final contract documents
 - Final opinion of probable construction cost
 - 6.1.5 Furnishing additional copies of review documents and/or bid documents in excess of the number of the same identified above will be considered as *Additional Services*
- 6.2. City will issue bid documents to prospective bidders and maintain list of bidders
- 6.3. Prepare for and conduct a pre-bid meeting with prospective bidders
- 6.4. Issue addenda as appropriate to interpret, clarify, or expand the bidding documents
- 6.5. Attend the Bid Opening
- 6.6. Tabulate the bids received and evaluate the compliance of the bids received with the bidding documents
- 6.7. Prepare a written summary of this tabulation and evaluation together with a letter addressing the award of the construction contract

7. Construction Contract Administration (Additional Services)

- 7.1. Project Management
 - 7.1.1 Project Communication
 - Conduct progress/coordination meetings with the City and/or Contractor during the Construction phase of the project.

- 7.1.2 Project Administration
- Prepare project correspondence and invoice documents.
- 7.2. *Pre-Construction Conference.* Prepare for and conduct the Pre-Construction Conference prior to commencement of Work at the Site.
- 7.3. *Visits to Site and Observation of Construction.* Provide on-site construction observation services during the construction phase of the subject project. Observations will vary depending on the type of work being performed by the contractors, the location, and the contractors' schedules. Make visits to the Site at intervals as directed by City in order to observe the progress of the Work. Such visits and observations by MJCE are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the Work based on MJCE's exercise of professional judgment. Based on information obtained during such visits and such observations, MJCE will determine if Contractor's work is generally proceeding in accordance with the Contract Documents, and MJCE shall keep City informed of the general progress of the Work.
- 7.3.1 The purpose of MJCE's visits to the site will be to enable MJCE to better carry out the duties and responsibilities assigned in this Agreement to MJCE during the construction phase by City, and, in addition, by the exercise of MJCE's efforts, to provide City a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. MJCE shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall MJCE have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the Work. Accordingly, MJCE neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.
- 7.4. *Recommendations with Respect to Defective Work.* Recommend to City that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, MJCE believes that such work will not produce a completed Project that conforms generally to Contract Documents or that it will prejudice the integrity of the

design concept of the completed Project as a functioning whole as indicated in the Contract Documents.

- 7.5. *Clarifications and Interpretations.* Issue clarifications and interpretations of the Contract Documents to City as appropriate to the orderly completion of Contractor's work. 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 City.
- 7.6. *Change Orders.* Recommend Change Orders to City, as appropriate. Review and make recommendations related to Change Orders submitted or proposed by the Contractor.
- 7.7. *Shop Drawings and Samples.* Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.
- 7.8. *Substitutes and "or-equal."* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor in accordance with the Contract Documents, but subject to the provisions of applicable standards of state or local government entities.
- 7.9. *Inspections and Tests.* Require such special inspections or tests of Contractor's work as MJCE deems appropriate, and receive and review certificates of inspections within MJCE's area of responsibility or of tests and approvals required by laws and regulations or the Contract Documents. MJCE's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. MJCE shall be entitled to rely on the results of such tests and the facts being certified.
- 7.10. *Disagreements between City and Contractor.* As necessary, render written decision on all claims of City and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the progress of Contractor's work. In rendering such decisions, MJCE 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.
- 7.11. *Applications for Payment.* Based on MJCE's observations and on review of applications for payment and accompanying supporting documentation: Determine the amounts that MJCE recommends Contractor be paid. Such recommendations of payment will be in

writing and will constitute MJCE's representation to City, based on such observations and review, that, to the best of MJCE's knowledge, information and belief, Contractor's work has progressed to the point indicated, such work-in-progress is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled insofar as it is MJCE's responsibility to so determine. In the case of unit price work, MJCE's recommendations of payment will include final determinations of quantities and classifications of Contractor's work, based on observations and measurements of quantities provided with pay requests.

7.11.1 By recommending any payment, MJCE shall not thereby be deemed to have represented that observations made by MJCE to check Contractor's work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to MJCE in this Agreement. Neither MJCE's review of Contractor's work for the purposes of recommending payments nor MJCE's recommendation of any payment including final payment will impose on MJCE responsibility to supervise, direct, or control Contractor's work in progress or for the means, methods, techniques, equipment choice and usage, sequences, or procedures of construction of safety precautions or programs incident thereto, nor Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on MJCE to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, nor to determine that title to any portion of the work in progress, materials, or equipment has passed to City free and clear of any liens, claims, security interests, or encumbrances, nor that there may not be other matters at issue between City and Contractor that might affect the amount that should be paid.

7.12. *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, MJCE considers the Work substantially complete, MJCE shall notify City and Contractor.

- 7.13. *Final Notice of Acceptability of the Work.* Conduct a final site visit to determine if the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that MJCE may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, MJCE shall also provide a notice that the Work is generally in accordance with the Contract Documents to the best of MJCE's knowledge, information, and belief and based on the extent of the services provided by MJCE under this Agreement and based upon information provided to MJCE upon which it is entitled to rely.
- 7.14. *Limitation of Responsibilities.* MJCE 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. MJCE shall not have the authority or responsibility to stop the work of any Contractor.
- 7.15. *Record Drawings.* Prepare project "Record Drawings" based on information provided by the Contractor and/or City as to the actual field placement of the work including any changes or deletions. MJCE is not responsible for the accuracy of the information provided by the Contractor and/or the City. MJCE will provide the following deliverables:
- 7.15.1 One (1) set of reproducible (22" x 34") Record Drawings.
 - 7.15.2 One (1) set of black line (22" x 34") Record Drawings
 - 7.15.3 One (1) set of .pdf file 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 upon authorization by the City. Such services shall include, but are not limited to, the following:

- 8.1. SUE Services
- 8.2. Construction staking
- 8.3. Aerial photography
- 8.4. Design of any offsite drainage improvements beyond the improvements identified in the scope
- 8.5. Design of any water and sewer improvements beyond adjustments
- 8.6. Franchise utility coordination
- 8.7. Temporary signal design
- 8.8. Design of non-TXU street lights
- 8.9. Signing layout and design
- 8.10. Preparation for and attendance at additional public meetings
- 8.11. Coordination with individual property owners

- 8.12. Furnish additional copies of review documents and/or bid documents in excess of the number of the same identified above
- 8.13. Assist the City as an expert witness in litigation in connection with the project or in hearings before approving and regulatory agencies
- 8.14. Redesign to reflect project scope changes requested by the City, required to address changed conditions or change in direction previously approved by the City, mandated by changing governmental laws, or necessitated by the City's acceptance of substitutions proposed by the contractor

- End of Scope of Services -

SUMMARY OF PROPOSED SERVICES AND FEES

	<u>Description</u>	<u>Fee</u>	<u>Amount</u>
1.0	Survey	Lump Sum	\$ 8,000.00
2.0	Geotechnical	Lump Sum	\$ 0.00
3.0	Preliminary Design	Lump Sum	\$ 25,000.00
4.0	Final Design	Lump Sum	\$ 35,000.00
5.0	Right-of-way Documents	Lump Sum	\$ 5,000.00
6.0	Bid Phase Services	Hourly (as Requested)	\$ 2,000.00
7.0	Contract Administration	Hourly (as Requested)	\$ 3,000.00
8.0	Additional Service	Hourly (as Requested)	<u>\$ 0.00</u>

Reimbursable expenses included in lump sum fees quoted. **TOTAL** **\$ 78,000.00**

PROPOSED SCHEDULE

Survey and Preliminary Design @ 30%	Six (6) weeks (after Notice to Proceed)
Construction Documents @ 100%	Eight (8) weeks (after 30% comments)





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. D. 2.

Meeting Date: 03/21/2016

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

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6066

Authorizing Execution of an Advance Funding Agreement between the City of Sherman and the State of Texas, Acting By and Through the Texas Department of Transportation, for Project Management Services Rendered by a Local Government [FM 131 (Travis Street) from FM 691 South to US 75]

Issue:

To execute an Advance Funding Agreement (AFA) with the Texas Department of Transportation (TxDOT) for project management of the design of FM 131 (Travis Street) from FM 691 south to US 75

Background:

The passage of Proposition 1 in November of 2014 and Proposition 7 in November of 2015 has provided a considerable amount of transportation funding to our region. In order to take advantage of these new funding sources, it is critical that the design and construction oversight of these projects be expedited. For this purpose, the Sherman-Denison Metropolitan Planning Organization (SDMPO) Policy Board allocated \$1.5 million to fund engineering studies at their July 8, 2015 meeting. All public works projects in the State of Texas are required to be performed under the direct supervision of an engineer licensed in the State of Texas.

Because the SDMPO does not employ a licensed engineer, it is in need of engineering management oversight for these projects. The City of Sherman possesses the ability to provide the engineering management oversight of these projects at a reduced cost when compared to an engineering consulting firm. Additionally, it avoids any conflict of interest issues that arise out of hiring an engineering firm to perform engineering management oversight services.

A Memorandum of Understanding (MOU) Defining Roles and Responsibilities between the SDMPO and the Cities of Sherman and Denison Regarding Engineering Studies was approved by the City Council on October 19, 2015. An AFA is required for each project in order to specify the reimbursement amount. This AFA is for the design of FM 131 (Travis Street) from FM 691 south to US 75.

Origination:

Engineering Department

Financial Consideration:

There is no financial consideration to the City of Sherman beyond what will be reimbursed by the Texas Department of Transportation. The City of Sherman will contract with an engineering firm to perform the design services. TxDOT has committed to reimburse those expenses in a timely manner. After the engineering firm is selected and the engineering contract is awarded, the FY2016 budget will be amended to reflect the impact of the project and the related funds received from the state.

Staff Recommendation:

It is the staff's recommendation that the Council authorize the execution of the Advance Funding Agreement with TxDOT.

Alternatives:

Those as may be directed by the City Council

Attachments

Resolution No. 6066

Advance Funding Agreement with TxDOT

RESOLUTION NO. 6066

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN ADVANCE FUNDING AGREEMENT BETWEEN THE CITY OF SHERMAN AND THE STATE OF TEXAS, ACTING BY AND THROUGH THE TEXAS DEPARTMENT OF TRANSPORTATION, FOR PROJECT MANAGEMENT SERVICES RENDERED BY A LOCAL GOVERNMENT [FM131 (TRAVIS STREET) FROM FM 691 SOUTH TO US 75]; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all documents being properly completed and approved as to form and content by the City Attorney, to execute an Advance Funding Agreement between the City of Sherman and the State of Texas, acting by and through the Texas Department of Transportation, for the project management of the design of FM 131 (Travis Street) from FM 691 south to US 75, in accordance with the contract documents attached hereto and incorporated herein for all purposes.

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

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

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

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

CSJ # 0202-08-059
District # 01-PAR
Code Chart 64 # 39200
Project: FM 131 @ US 82
Federal Highway Administration
CFDA # 20.205
Not Research and Development

STATE OF TEXAS §

COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT
FOR PROJECT MANAGEMENT
SERVICES RENDERED BY A
LOCAL GOVERNMENT**

THIS AGREEMENT is made by and between the State of Texas, acting by and through the Texas Department of Transportation called the "State", and the City of Sherman, acting by and through its duly authorized officials, called the "Local Government."

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes; and

WHEREAS, the Texas Transportation Code, Sections 201.103 and 222.052 establish that the State shall design, construct and operate a system of highways in cooperation with local governments; and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds; and

WHEREAS, the Texas Transportation Commission passed Minute Order Number [REDACTED], authorizing the State to undertake and complete a highway improvement generally described as widen existing FM 131 from 2-lane to 4-lane from North Creek Drive south to Taylor Street called the "Project"; and,

WHEREAS, the Governing Body of the Local Government has approved entering into this agreement by resolution or ordinance dated [REDACTED], 20__, which is attached to and made a part of this agreement as Attachment "A" for the improvement covered by this agreement. A map showing the Project location appears in Attachment "B," which is attached to and made a part of this agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this agreement, it is agreed as follows:

AGREEMENT

1. Period of the Agreement

This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed. This agreement shall remain in effect until the Project is completed or unless terminated as provided below.

2. Scope of Work

The local government will provide project management services for the complete design of the FM 131 and US 82 interchange and 30% design on the widening of existing FM 131 from 2-lane to 4-lane from FM 691 south to US 75 as shown on Attachment "B".

3. Local Project Sources and Uses of Funds

- A. The total estimated cost of the Project is shown in the Project Budget – Attachment "C", which is attached to and made a part of this agreement. The expected cash contributions from the Federal or State government, the Local Government, or other parties are shown in Attachment "C". The State will pay for only those project costs that have been approved by the Texas Transportation Commission. The State and the Federal Government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration. After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.
- B. If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures and Qualification for the Texas Department of Transportation*. The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.
- C. The Project cost estimate shows how necessary resources for completing the Project will be provided by major cost categories. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.
- D. The State will be responsible for securing the Federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.

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- E.** The Local Government will be responsible for all non-federal or non-state participation costs associated with the Project, otherwise provided for in this agreement or approved otherwise in an amendment to this agreement. Where a Special Approval has been signed by the State, the Local Government shall only in that instance be responsible for overruns in excess of the amount to be paid by the Local Government.
- F.** Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment C. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.
- G.** Whenever funds are paid by the Local Government to the State under this agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation." The check or warrant shall be deposited by the State and managed by the State. The funds may only be applied by the State to the Project.
- H.** Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due by the Local Government, the State, or the Federal government will be promptly paid by the owing party. If after final Project accounting any excess funds remain, those funds may be applied by the State to the Local Government's contractual obligations to the State under another advance funding agreement with approval by appropriate personnel of the Local Government.
- I.** The State will not pay interest on any funds provided by the Local Government.
- J.** If a waiver has been granted, the State will not charge the Local Government for the indirect costs the State incurs on the local Project, unless this agreement is terminated at the request of the Local Government prior to completion of the Project.
- K.** If the Project has been approved for a specified percentage or a "periodic payment" non-standard funding or payment arrangement under 43 TAC §15.52, the budget in Attachment C will clearly state the specified percentage or the periodic payment schedule.
- L.** If the Local government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this agreement reflects those adjustments.
- M.** When a Special Approval has been signed by the State so that the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of those amounts.
- N.** The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

- O. Payment under this contract beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this contract shall be terminated immediately with no liability to either party.
- P. The Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by the State no more frequently than monthly, and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred, and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.
- Q. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this agreement.

4. Termination of this Agreement

This agreement shall remain in effect until the project is completed and accepted by all parties, unless:

- A. The agreement is terminated in writing with the mutual consent of the parties;
- B. The agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party;
- C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or
- D. The Project is inactive for thirty-six (36) months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this agreement.

5. Amendments

Amendments to this agreement due to changes in the character of the work, terms of the agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

6. Remedies

This agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this agreement and shall be cumulative.

7. Utilities

The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable State laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or state funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local

Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is completed.

8. Environmental Assessment and Mitigation

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.

- A.** The Local Government is responsible for the identification and assessment of any environmental problems associated with the development of a local project governed by this agreement.
- B.** The Local Government is responsible for the cost of any environmental problem's mitigation and remediation.
- C.** The Local Government is responsible for providing any public meetings or public hearings required for development of the environmental assessment. Public hearings will not be held prior to the approval of project schematic.
- D.** The Local Government is responsible for the preparation of the NEPA documents required for the environmental clearance of this Project.
- E.** Before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

9. Compliance with Texas Accessibility Standards and ADA

All parties to this agreement shall ensure that the plans for and the construction of all projects subject to this agreement are in compliance with the Texas Accessibility Standards (TAS) issued by the Texas Department of Licensing and Regulation, under the Architectural Barriers Act, Article 9102, Texas Civil Statutes. The TAS establishes minimum accessibility requirements to be consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

10. Architectural and Engineering Services

The State has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable *State's Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the state highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the state highway system, the design shall, at a minimum, conform to applicable *American Association of State Highway and Transportation Officials* design standards. In procuring professional services, the parties to this agreement must comply with federal requirements cited in 23 CFR Part 172 if the project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters.

11. Construction Responsibilities

- A. The State shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project.
Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
- B. The State will use its approved contract letting and award procedures to let and award the construction contract.
- C. Upon completion of the Project, the party constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion.
- D. For federally funded contracts, the parties to this agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

12. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads after completion of the work and the State shall be responsible for maintenance of state highway system after completion of the work if the work was on the state highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

13. Right of Way and Real Property

The State is responsible for the provision and acquisition of any needed right of way or real property.

14. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	State:
Mayor City of Sherman 220 W. Mulberry Street Sherman, Texas 75090	Director of Contract Services Office Texas Department of Transportation 125 E. 11 th Street Austin, Texas 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that

notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

15. Legal Construction

If one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

16. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

17. Ownership of Documents

Upon completion or termination of this agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction on a monthly basis as required by the State. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

18. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

19. Sole Agreement

This agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the agreement's subject matter.

20. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

21. Procurement and Property Management Standards

The parties shall adhere to the procurement standards established in Title 49 CFR §18.36 and with the property management standard established in Title 49 CFR §18.32.

22. Inspection of Books and Records

The parties to this agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the Federal Highway Administration (FHWA), and the U.S. Office of the Inspector General, or their duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this contract or until any impending litigation, or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

23. Civil Rights Compliance

The Local Government shall comply with the regulations of the United States Department of Transportation as they relate to non-discrimination (49 CFR Part 21 and 23 CFR Part 200), and Executive Order 11246 titled "Equal Employment Opportunity," as amended by Executive Order 11375 and supplemented in the Department of Labor Regulations (41 CFR Part 60).

24. Disadvantaged Business Enterprise (DBE) Program Requirements

- A.** The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B.** The Local Government shall adopt, in its totality, the State's federally approved DBE program.
- C.** The Local Government shall set an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
- D.** The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.
- E.** The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

25. Debarment Certifications

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

26. Lobbying Certification

In executing this agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person

who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

27. Insurance

If this agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

28. Federal Funding Accountability and Transparency Act Requirements

- A.** Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.
- B.** The Local Government agrees that it shall:
1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than \$25,000 in Federal funding. The SAM number may be obtained by visiting the SAM website whose address is: <https://www.sam.gov/portal/public/SAM/>
 2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows Federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
 3. Report the total compensation and names of its top five (5) executives to the State if:
 - i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
 - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

29. Single Audit Report

- A.** The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR 200.
- B.** If threshold expenditures are met during the Local Government's fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 E. 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at <http://www.txdot.gov/inside-txdot/office/audit/contact.html>. The expenditure threshold for fiscal years beginning prior to December 31, 2014 is \$500,000; the

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Not Research and Development

expenditure threshold for fiscal years beginning on or after December 31, 2014 is \$750,000.

- C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Audit Office as follows: "We did not meet the \$750,000 expenditure threshold and therefore, are not required to have a single audit performed for FY 2016."
- D. For each year the project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

30. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

THIS AGREEMENT IS EXECUTED by the State and the Local Government in duplicate.

THE LOCAL GOVERNMENT

Signature

Typed or Printed Name

Title

Date

THE STATE OF TEXAS

Kenneth Stewart
Director of Contract Services
Texas Department of Transportation

Date

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ATTACHMENT A
RESOLUTION OR ORDINANCE

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LOCATION MAP SHOWING PROJECT



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ATTACHMENT C
PROJECT BUDGET

Non-Construction AFA
LG Performs Work, Cost Split

Costs will be allocated based on applicable Federal/State funding and a fixed amount of Local Government funding until Local Government funding reaches the maximum obligated amount. The State will then be responsible for 100% of the costs.

Description	Total Estimated Cost	Federal Participation	State Participation	Local Participation
		Cost	Cost	Cost
Program Name (by Local Government)	\$0	\$0	\$0	\$0
Direct State Costs	\$420,000	\$0	\$420,000	\$0
Indirect State Costs	\$0	\$0	\$0	\$0
TOTAL	\$0	\$0	\$0	\$0

Payment by the Local Government to the State: \$0
The total amount of Local Government participation shall not exceed the amount appearing above.



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. E. 1.

Meeting Date: 03/21/2016

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

Approved By: Robby Hefton, City Manager

Caption:

*** REQUEST TO ADVERTISE**

Annual Supply of Hot Mix Asphalt

Issue:

Approve the advertising for bids that will provide the City with hot mix asphalt (HMA) for its annual street maintenance work

Background:

Each year, the Street Maintenance Department prepares for annual street patching repair needs. Advertising for HMA early in the construction season should help to assure that adequate materials are available and can be purchased at the lowest possible price.

Origination:

Street Maintenance Department

Financial Consideration:

Funds to purchase HMA are provided in this year's Street Maintenance Department budget. Cost of advertising is expected to be less than \$200.00.

Staff Recommendation:

Proceed with advertising for vendors to provide HMA.

Alternatives:

As may be directed by the City Council



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. F. 1.

Meeting Date: 03/21/2016

Prepared By: Mark Gibson, Director of Utilities

Approved By: Robby Hefton, City Manager

Caption:

*** CHANGE ORDER NO. 3**

Approving the Greater Texoma Utility Authority's Intention to Execute Change Order No. 3 for Construction of the Sherman Wastewater Treatment Plant Headworks Lift Station Replacement and Electrical Upgrade

Issue:

Approving the intention of the Greater Texoma Utility Authority (GTUA) to execute Change Order No. 3 for construction of the Sherman Wastewater Treatment Plant (WWTP) Headworks Lift Station Replacement and Electrical Upgrade

Background:

This Change Order changes the type of lighting utilized for the interior of the building and the exterior flood lights. An additional piping bend is required due to existing underground piping; and the witnessing of the pump tests has been deleted. The net result of the change order is a \$38,906.00 reduction of the contract price.

Origination:

Department of Utilities Administration

Financial Consideration:

The Change Order results in a decrease in the project price of \$38,906.00, yielding a revised contract amount of \$4,577,339.94.

Staff Recommendation:

It is recommended that the City Council approve GTUA's intention to execute Change Order No. 3 with Crescent Constructors, Inc. for construction of the Sherman WWTP Headworks Lift Station Replacement and Electrical Upgrade.

Alternatives:

As may be directed by the City Council

Attachments

Engineer Recommendation
Change Order No.3



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

March 10, 2016

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

**Re: Sherman WWTP Headworks Lift Station Replacement and Electrical Upgrade
Construction Change Order #3**

Dear Mr. Satterwhite:

This proposed change order #3 includes 4 changes for a net reduction in cost. The bid cost of the specified exterior flood lights and the interior electrical building lights was much higher than the projected operating cost saving. Changing to the Lithonia floodlights and the LED fixtures provides equivalent lighting at a substantial saving. The fuses on 400A pump disconnect switches are required by an additional vendor short circuit analysis in order to have these safety switches comply with the UL listing requirements. When exposed by the contractor, the existing 48" overflow pipe was higher than shown on the plans. The additional 36" force main bend fitting is required to connect the new lift station force main to an existing 36" force main. The Sherman utility staff and our firm have a lot of positive experience low pump vendor. Therefore, it is unnecessary to witness the pump test. Sherman utility personnel agree with the proposed changes.

The attached proposed change order #3 reduces the contract price by \$38,906.00 for the above noted changes in light fixtures, the additional fused disconnects, the deletion of test witnessing and the additional 36" force main bend/fitting.

We recommend that the Greater Texoma Utility Authority approve the proposed change order #3 reducing the contract with Crescent Constructors, Inc. to \$4,577,339.94.

Sincerely,

FREEMAN - MILLICAN, INC.

David E. Gattis, P.E

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

CHANGE ORDER NO. 3

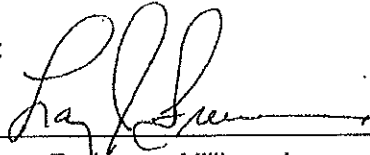
PROJECT: City of Sherman – WWTP Headworks Lift Station Replacement and Electrical Upgrade
OWNER: Greater Texoma Utility Authority
CONTRACTOR: Crescent Constructors, Inc.
ENGINEER: Freeman - Millican, Inc.
Dallas, Texas
DATE: 3.9.2016

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

- | | | |
|---|--|------------------------|
| 1. | Credit the Owner for substitution of seventeen (17) Lumenpulse flood lights LBX-HO with accessories with Lithonia DSXF3 floodlights and for substitution of eight (8) interior room Holophane lights with FEM LED light fixtures by Lithonia | (\$46,384.00) |
| 2. | Upgrade seven (7), 400A disconnect switches for the pumps with the 400A fuse kit. | \$6,579.00 |
| 3. | Add 36" offset RCCP bend to avoid conflict with the existing piping | \$8,399.00 |
| 4. | Credit for deleting pump test witnessing | (\$7,500.00) |
| Original Contract Amount: | | \$ 4,777,000.00 |
| Net Addition/(Reduction) - Previous Change Orders | | (\$160,754.06) |
| Addition/(Reduction) - This Change Order | | (\$38,906.00) |
| Revised Contract Amount: | | \$ 4,577,339.94 |

Original Contract Time:	456 Days
Time Extension/(Reduction) - Previous Change Orders	0 Days
Time Extension/(Reduction) - This Change Order	44 Days
Revised Contract Time	500 Days

RECOMMENDED:



Freeman - Millican, Inc.

3.9.2016

Date

APPROVED:



Contractor

03/10/16

Date

Owner

Date



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. G. 1.

Meeting Date: 03/21/2016

Prepared By: Steve Ayers, Director of Community and Support Services

Approved By: Robby Hefton, City Manager

Caption:

OTHER BUSINESS

Receive Director of Community & Support Services Steve Ayers' Presentation on Facility and Space Utilization

Issue:

Presentation given by the Director of Community & Support Services concerning staff efforts to effectively and efficiently utilize current work space and City facilities.

Background:

The City staff is actively seeking ways to best utilize current work space and facilities in an effort to mitigate the need for new construction and the associated cost.

Origination:

Department of Community and Support Services

Financial Consideration:

The efficient and effective use of City facilities will continue to have a positive impact on the City budget.

Staff Recommendation:

It is recommended that the City Council continue to support staff efforts in finding the most effective and efficient ways to utilize City facilities and work space.

Alternatives:

Invest more in new construction



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. G. 2.

Meeting Date: 03/21/2016

Prepared By: Nate Strauch, Communications Manager

Approved By: Robby Hefton, City Manager

Caption:

OTHER BUSINESS

Receive Communications Manager Nate Strauch's Presentation on the City of Sherman's Low Income Housing Tax Credit Policy

Issue:

Communications Manager Nate Strauch will present the Council with a briefing on the City's Low Income Housing Tax Credit Policy

Background:

The City has been contacted by numerous developers in the last several months who are interested in beginning multi-family housing projects in Sherman. These projects would be funded in significant part through the federal government's Low Income Housing Tax Credit Program (LIHTC, pronounced Lie-tech), which is administered through the Texas Department of Housing and Community Affairs (TDH).

TDH accepts applications each year for proposed LIHTC projects in regions throughout the state and ranks them according to a number of factors, one of which is city support. Thus, the developers who have contacted the City are seeking Sherman's formal support for their projects in order to maximize their chances for approval.

A hallmark of growing cities in Texas is developer interest in LIHTC projects. And a hallmark of well-managed cities is a formal LIHTC policy. That is what City staff has endeavored to create over the course of the last few months.

The City of Sherman's LIHTC policy is, in fact, an amalgamation of policy points gleaned from other cities throughout Texas. The language is designed to give the City of Sherman broad latitude in deciding which projects to support, while also providing developers with clear guidelines as to what is expected of them.

Origination:

City Manager Robby Hefton

Financial Consideration:

There is no financial impact to be considered.

Staff Recommendation:

The Council need take no action on this agenda item - it is for informational purposes only.

Alternatives:

None recommended

Attachments

Developer Application

LIHTC Policy

LOW INCOME HOUSING TAX CREDIT (LIHTC)

APPLICATION FOR SUPPORT AND/OR FUNDING ASSISTANCE

PLEASE NOTE: The City of Sherman reserves the right to fund projects at a lower amount than requested, and the right to deny applications that do not coincide with the City's Low Income Housing Tax Credit Support and Funding Assistance Policy, various strategic and master plans, or policy direction from the Sherman City Council.

1. PROJECT INFORMATION

Developer Name

Project Name

Project Address

Census Tract Number

Elementary School Zone

Middle School Zone

Project Type:

☐ General

☐ Elderly

☐ Supportive Housing

Role of Applicant:

(select all that apply)

☐ Investor

☐ Developer

☐ Other: _____

Applicant is Requesting City Council Resolution:

(select all that apply)

☐ of support

☐ stating no objection

Applicant is Requesting:

☐ Abatement

☐ Reduced Fees

☐ Other: _____

Amount of Financial Assistance Requested: _____

2. APPLICANT INFORMATION

If the applicant is not acting as the developer, please provide all of the information below for the developer, as well as the applicant. If the developer involves multiple entities, is a partnership or joint venture, please provide duplicative information for each, and identify the entity that will serve as the "lead" organization.

Name

Business/Street Address

City

State, ZIP

Telephone #

Contact Person

Contact Telephone #

Email Address

DUNS #

Federal Tax ID #

2. PROJECT DESCRIPTION

Provide a brief project description that addresses all of the following:

- a. Indicate the project location by providing an area map with the property highlighted;
- b. Provide a preliminary site plan and elevations for the proposed project;
- c. Describe the tenant population, income levels, and services, if any, to be provided to or made available to residents;
- d. List basic amenities and unit amenities proposed for the project;
- e. Describe the taxable status of the development. Indicate whether the development will be paying property taxes or if the development will be tax exempt;
- f. Describe current zoning of property. Include a letter from the City of Sherman's Planning Department verifying that the current zoning of the site for the proposed project is compatible with the anticipated use, or include documentation verifying that a request to change current zoning has been submitted;
- g. Include evidence of site control, such as a warranty deed or a current, receipted earnest;
- h. List the proposed number, type, and size of units:

	Total # of Units	# of Affordable Units	# of Market Rate Units	SF of Each Unit
1 BR				
2 BR				
3 BR				
4 BR				
Total Units				

- i. Provide the total number of units servicing each Area Median Gross Income (AMGI) group and the proposed rents (less utility allowances) for low income units and proposed rents for market rate units;
- j. Demonstrate the project's compatibility and alignment with the priorities stated in the City's Comprehensive Master Plan and any other applicable master, strategic, and redevelopment or neighborhood plans adopted by the City of Sherman;
- k. Describe the involvement and support from local stakeholders and neighborhood organizations; include a list of stakeholders and neighborhood associations contacted;
- l. Describe the impact the project is anticipated to have on surrounding neighborhood(s);
- m. Describe the impact the project is anticipated to have on existing affordable housing in the area;
- n. Describe the impact the project is anticipated to have on city infrastructure; including the impact of traffic associated with the proposed project;
- o. Describe the availability of and impact the project is anticipated to have on public transit service;
- p. Describe the impact the project is anticipated to have on area schools;
- q. Indicate if the project will assist in the elimination of blight, the preservation of environmental assets, and/or enhancement of landscaping;
- r. Summarize the key financials of the project, clearly indicating the total project cost, the amount and intended use of City of Sherman funds being requested, and preliminary project financials;

3. DEVELOPMENT TEAM

Identify below the persons or entities anticipated to be involved in the project.

	Development Team Name(s) and Contact Information	Years of Experience	Non-Profit
Owner			
Developer			
Architect			
Engineer			
Construction Lender			
Other Lenders			
General Contractor			
Consultant			
Sub-Contractor			
Sub-Contractor			
Other			
Other			

4. DEVELOPMENT SCHEDULE

Complete the schedule below with anticipated completion dates. Re-order the steps according to the appropriate sequence for your project, and add in any other significant steps integral to your project's development.

	Date(s)
Acquisition and/or holding	
Securing and packaging project financing	
Construction specifications and cost estimates	
Construction bids	
Construction start	
Completion of construction	
Start of Rent-up	
Other:	
Other:	
Other:	

5. PREVIOUS PROJECTS

Provide a list of all other LIHTC projects the developer has completed or has pending. Include information on location, type, number of units, project costs, and project references for ALL previous LIHTC projects. Include a list of additional LIHTC applications you will be submitting to the Texas Department of Housing and Community Affairs. The omission of any previous project in which the principal investors and/or developer have been involved will be considered grounds for dismissal of the application without further review.

6. SUBMISSION INFORMATION

The Office of the City Manager serves as the City's primary staff and point of contact for all LIHTC programs.

Before a project will be evaluated, each applicant requesting support and/or funding assistance must submit a completed application with all attachments by October 31 of the year prior to the year for which the applicant is seeking the city's support.

Completed applications, along with seven (7) copies should be submitted to:

Office of the City Manager
Robby Hefton, City Manager
220 W Mulberry Street
Sherman, TX 75090
903-892-7200

The applicant/developer certifies that the data included in this application and the exhibits attached hereto are true and correct. Any information found to be misleading will mean automatic disqualification under this program. (Unsigned/undated submissions will not be considered).

Legal Name of Developer/Entity

Signature of Authorized Officer

Date

Title

CITY OF SHERMAN

LOW INCOME HOUSING TAX CREDIT (LIHTC)

SUPPORT AND FUNDING ASSISTANCE POLICY

Policy Statement: To meet the housing and development objectives of the City of Sherman, it shall be the City's policy to analyze projects requesting support for proposed Low Income Housing Tax Credits (LIHTC). Such analysis is to determine if the projects comply with certain principles and policies in the City's 2009 Comprehensive Master Plan, as well as various other master, strategic, and redevelopment or neighborhood plans adopted by the City of Sherman. The goal of this analysis is to (a) establish if LIHTC projects merit local support and/or funding assistance, and (b) prioritize LIHTC submissions if more than a single proposal is received during an evaluation period. The Office of the City Manager serves as the City's primary staff and point of contact for all LIHTC applications for support.

Evaluation Criteria: The City of Sherman is committed to the goal of improving the quality of life in the city for its residents. As part of this commitment to a comprehensive community development and improvement program, the City supports the development of decent, safe, sanitary, and affordable housing options that provide full and equal access to all persons.

Therefore, in general, the City of Sherman will use the following criteria in evaluation of projects for consideration of City support and/or funding assistance:

- Alignment with the priorities stated in the City's Comprehensive Master Plan;
- Alignment with the City's zoning and ordinances;
- Involvement and support from local stakeholders and neighborhood organizations;
- Impact on existing affordable housing;
- Quality of design;
- Projected longevity of construction;
- Impact on city infrastructure;
- Developments that pay property taxes;
- Demonstrated development team experience;
- Impact on elimination of blight;
- Impact of traffic associated with the project;
- Availability of, and impact on, public transit service;
- Impact on area schools;
- Preservation of environmental assets and/or enhancement of landscaping;
- Impact on surrounding neighborhood(s);
- Amenities and services for residents included at the project;
- Provision of both tax credit and market rate units;
- Level of funding assistance requested;
- Impact of developer's past projects on previous city partners;
- Any other factor relevant to the best interest of the city.

Authority of the City: The City of Sherman reserves the right to deviate from any policy when it considers such action to be in the best interests of the city. In addition, the City may, at its discretion, consider other factors as part of its evaluation of an application for LIHTC project support.

Required Information: Before any project will be evaluated by City staff, each entity requesting support and/or funding assistance must submit the City of Sherman's LIHTC Project Support and Funding Assistance Application with all attachments. The application and list of required documents are available on the City's website at www.ci.sherman.tx.us.

Annual Schedule: Applicants must submit one (1) original and seven (7) copies of their LIHTC application by October 31 of the year prior to which they are seeking support. The deadline is so delineated in order to provide City staff with sufficient time and information to advise the City Council, as well as to ensure all proposed projects for any given year can be weighed in relation to each other.

Meeting with City Staff: Following the submittal of an application, no less than one meeting with the developer, sponsor, and relevant City staff will take place to discuss the proposed project, as well as any issues and concerns identified in the application. Should City staff deem an application acceptable under the criteria listed above, the applicant will be requested to give a presentation to the City Council seeking support approval for their project.

Decisions on Requests of Support: No commitment of support will be provided for a proposed LIHTC project that was denied support by the City Council. An exception can be granted if the applicant has made modifications to the project based on feedback from Council. No commitment of support for a proposed LIHTC project will remain in effect for more than one (1) year from the date of written support.

Substantial Changes: Should a project which receives support and/or funding assistance from the City have a substantial change, including, but not limited to, the following, before the start of construction, the developer must notify the City of Sherman in writing and request a new commitment of support:

- Number of units
- Type of units
- Target population
- Amenities
- Type of construction
- Developer / sponsor / owner
- Assistance required from City
- Final site development plan

Administration of the LIHTC Program: The LIHTC program in the State of Texas is administered by the Texas Department of Housing & Community Affairs. The City of Sherman has no responsibility for application approval for LIHTC projects or for the administration of the LIHTC program.



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. G. 3.

Meeting Date: 03/21/2016

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

OTHER BUSINESS

Consider Scheduling a Joint Meeting of the City Council and the Sherman Independent School District Board of Trustees for 11:30 a.m. on Monday, April 11, 2016, for a Strategic Planning Session

Issue:

To consider scheduling a joint meeting of the City Council and the Sherman Independent School District (SISD) Board of Trustees for 11:30 a.m. on Monday, April 11, 2016, to hold a Strategic Planning Session

Background:

The City Manager has been working with the Sherman ISD Superintendent to establish a joint meeting between the respective boards of both entities to discuss upcoming issues that may affect both groups.

This meeting is meant to be a beginning point for dialogue between the City and the SISD to better communicate and work together on common issues. City and SISD staff will develop an agenda for this meeting.

The SISD Board has not formally set this meeting, but there will not be an opportunity for the Council to set this meeting prior to the proposed meeting date of April 11, 2016.

Origination:

SISD Board of Trustees President Tim Millerick

Mayor David Plyler

City Manager Robby Hefton

Financial Consideration:

There is no financial impact to be considered.

Staff Recommendation:

It is recommended that the City Council schedule a joint meeting with the SISD Board of Trustees for 11:30 a.m. on Monday, April 11th in the City Council Chambers.

Alternatives:

If this date doesn't work, staff could work on alternative dates with SISD administration to establish a date that would fit.



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. J. 1.

Meeting Date: 03/21/2016

Prepared By: Linda Ashby, City Clerk

Approved By: Robby Hefton, City Manager

Caption:

APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS

(a) Main Street Advisory Committee (6)

Issue:

To appoint the initial six members to the Main Street Advisory Committee. Four at-large members will be appointed to an initial term of one year, with all terms expiring on March 31 of the corresponding year.

Background:

The City Council created the Main Street Advisory Committee by Resolution No. 6063, approved on March 7, 2016. The purpose of the Committee is to encourage participation in the Main Street revitalization/preservation program, to establish goals and priorities for the Main Street Program, to review design appropriateness for the purpose of participation in incentive grant projects, and to advise, partner with, and support the Main Street Manager.

Origination:

The appointment originated with the City Manager's Office.

Financial Consideration:

There is no financial consideration.

Staff Recommendation:

It is recommended that the City Council consider appointments to the Main Street Advisory Committee.

Alternatives:

The alternative is to delay appointments to the Committee.

Attachments

Resolution No. 6063

Applicant List

Sean Vanderveer Application

Danielle Bernard Application

Sherry Little Application

Ginger Nye Application

David Tarvin Application

Robin Phillips Application

Ben Crouse Application

Verna Gilbert-Morneau Application

Daron Holland Application

David Gunn Application

Leigh Ann Kloppers Application

RESOLUTION NO. 6063

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, CREATING A MAIN STREET ADVISORY COMMITTEE; PROVIDING FOR ITS MEMBERSHIP AND TERMS OF OFFICE; ALLOWING ITS ORGANIZATION AND STRUCTURE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City Council of the City of Sherman, Texas, desires to create a Main Street Advisory Committee to encourage participation in the Main Street revitalization/preservation program, to establish goals and priorities for the Main Street Program, to review design appropriateness for the purpose of participation in incentive grant projects, and to advise, partner with, and support the Main Street Manager;

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

SECTION 1. That there is hereby created the Main Street Advisory Committee of the City of Sherman, Texas, which shall consist of six (6) members at-large, in addition to a Representative of the Sherman City Council and the President of Downtown Sherman Preservation & Revitalization, each of whom shall serve *ex officio*. Each member shall be a voting member. Each at-large member shall be subject to the limitation on number and duration of terms provided by the Sherman City Charter and Code of Ordinances; provided, however that, at the Committee's organizational meeting, the at-large members shall draw lots to establish the duration of the initial terms, with four (4) at-large members serving an initial term of one year. The expiration date of all at-large terms shall be March 31st of the year corresponding with the results of the drawing of lots.

SECTION 2. That the Committee shall elect its own officers, may establish its own procedural rules, and may adopt by-laws for the conducting of its business, to the extent that such by-laws do not conflict with the Charter and Code of Ordinances of the City of Sherman. Further, the Committee shall establish the term of office for its members that does not exceed the three (3) year limit set forth in the Sherman City Charter and Code of Ordinances.

SECTION 3. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public as required by law 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 7th day of March, 2016.

CITY OF SHERMAN, TEXAS

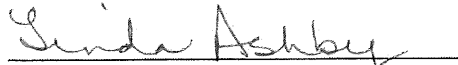
BY:



DAVID PLYLER, MAYOR

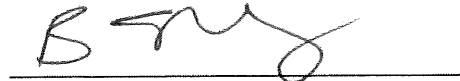
ATTEST:

BY:


LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

BY:


**BRANDON S. SHELBY,
CITY ATTORNEY**

APPLICANT LIST

Main Street Advisory Board

Positions Vacant 6

Applicant	Address	District	Qualifications
Sean Vanderveer	806 N. Woods	4	Self-Employed
Danielle Bernard	1802 N. Binkley	1	Reclaimed Architectural Elements
Sherry Little	203 Eastwood Terrace, Denison	n/a	Old Iron Post
Ginger Nye	1217 W. Washington	4	American Bank of Texas
David Tarvin	607 Westwood	4	DB Music
Robin Phillips	1126 S. Crockett	4	Virginia Cook Realtors
Ben Crouse	301 W. Scott	1	CBC Creative
Verna Gilbert-Morneau	202 Arapaho West	4	
Daron Holland	912 S. Bryant	4	Holland Logos/Dees Cleaning
David Gunn	12 Carter Court, Allen, Tx	n/a	Knight Furniture
Leigh Ann Kloppers	1426 N. Alexander	1	Legend Bank

COMMENTS:



CITY OF SHERMAN APPLICATION FOR BOARD OR COMMISSION MEMBERSHIP

Return completed application to:

City Clerk's Office
220 W. Mulberry
P.O. Box 1106
Sherman, TX 75091
Fax: (903) 892-7394

Please type or use black ink
Please complete one application for each board or commission membership
Please limit attachments to two pages
For questions or additional information, call the City Clerk's Office, (903) 892-7206

Name: Sean Vanderveer
(Please print legal name and your name as you wish it to appear, if different.)

Name of Board or Commission: Main Street

☐ Yes, I would be interested in serving on subcommittees that may be formed.

Personal Information

Home Address: 806 N Woods Sherman 75092
Mailing Address: _____
Telephone: 903 815 5143 Fax: _____
E-Mail: csvanderveer@yahoo.com
Sherman Resident for 39 years County: _____
Drivers License No.: Tx 15689726
Voter Registration No.: 1025147839

Occupational Information

Business Name: Self employed
Occupation: _____
Address: _____
Telephone: _____ Fax: _____
E-Mail: _____

Which Council District do you live in? (see attached map) 4

Prior work experience: (please include dates)

Educational Achievement:

High School Graduate? ☒ Yes ☐ No Year Graduated/Left School? 1995 / Sherman
Business College, Correspondence School, Adult Education, Other? _____
Name of College/University: SOSU ☒ Bachelor's ☒ Master's ☐ PhD

Volunteer Work: (please include dates)

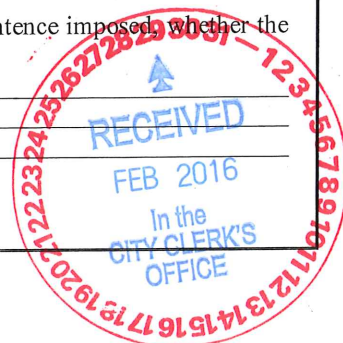
United Way, DSP&R, Church, NTP

Have you ever been convicted of a crime (except for minor traffic offenses that resulted only in a fine)? ☐ Yes ☒ No

If yes, please explain in complete detail. State the nature and approximate date of the conviction, the sentence imposed, whether the sentence has been completed, and any other information you consider to be relevant.

TAXES - YES

Application held for 12 months from date received



Are you presently serving on a City board or commission? ☒ Yes ☐ No

If so, which one? Planning & Zoning

Why do you want to become a member of this particular board or commission (how would you use this experience to benefit the City)?

To see Downtown grow.

Briefly explain what you believe are the three most important issues facing this board or commission and how you believe this board or commission should address each issue?

1) Branding Downtown

2) Revitalization

3) Marketing Downtown

List any abilities, skills, licenses, certificates, specialized training, or interests you have which are applicable to this board or commission:

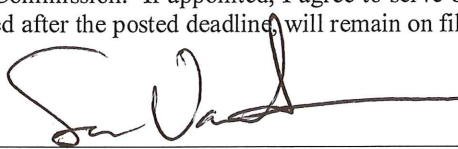
Please specify any business or personal relationships with the City or other activities, which might create a serious conflict of interest or affect your ability to serve if you should be appointed to this board or commission:

Have you attended a meeting of the board/commission you are applying to or talked to anyone currently on the board? ☐ Yes ☒ No

Comments: New Board

Statement of Intent

I am aware of the requirements of the City regarding conflicts of interest of appointees to the City of Sherman Boards and Commissions, as noted in the overview. I am aware of meeting dates and times of the Board/Commission for which I have applied, and that Board/Commission members are expected to attend a minimum of 75 percent of regularly scheduled meetings annually of their Board/Commission. If appointed, I agree to serve on the Board/Commission for which I have applied. Applications, including those received after the posted deadline, will remain on file for one year from the date of receipt.

Signature: 

Date: 2/26/16

In compliance with Chapter 552, Vernon's Texas Codes Annotated (Open Records Law), information provided on this application may be available to the public, upon request.


CLASSIC TOWN. BROAD HORIZON.



CITY OF SHERMAN APPLICATION FOR BOARD OR COMMISSION MEMBERSHIP

Return completed application to:

City Clerk's Office
220 W. Mulberry
P.O. Box 1106
Sherman, TX 75091
Fax: (903) 892-7394

Please type or use black ink
Please complete one application for each board or commission membership
Please limit attachments to two pages
For questions or additional information, call the City Clerk's Office, (903) 892-7206

Name: Danielle Bernard

(Please print legal name and your name as you wish it to appear, if different.)

Name of Board
or Commission: Main Street

☒ Yes, I would be interested in serving on subcommittees that may be formed.

Personal Information

Home Address: 1802 N. Binkley St.
Mailing Address: _____
Telephone: 774-454-1392 Fax: _____
E-Mail: Reclaimed.A.E@gmail.com
Sherman Resident for 1.5 years County: Grayson
Drivers License No.: 39404004
Voter Registration No.: 1213548289

Occupational Information

Business Name: Reclaimed Architectural Elements
Occupation: owner
Address: 113 N. Travis St.
Telephone: 903-816-4593 Fax: _____
E-Mail: Reclaimed.A.E@gmail.com

Which Council District do you live in? (see attached map) 1

Prior work experience: (please include dates)

Educational Achievement:

High School Graduate? ☒ Yes ☐ No Year Graduated/Left School? 2004

Business College, Correspondence School, Adult Education, Other? _____

Name of College/University: _____ ☐ Bachelor's ☐ Master's ☐ PhD

Volunteer Work: (please include dates)

PSI & R

Have you ever been convicted of a crime (except for minor traffic offenses that resulted only in a fine)? ☐ Yes ☒ No

If yes, please explain in complete detail. State the nature and approximate date of the conviction, the sentence imposed, whether the sentence has been completed, and any other information you consider to be relevant.

Application held for 12 months from date received

Taxes - ϕ DUE



Are you presently serving on a City board or commission? ☐ Yes ☒ No

If so, which one? _____

Why do you want to become a member of this particular board or commission (*how would you use this experience to benefit the City*)?

to see downtown grow

Briefly explain what you believe are the three most important issues facing this board or commission and how you believe this board or commission should address each issue?

1) _____

2) _____

3) _____

List any abilities, skills, licenses, certificates, specialized training, or interests you have which are applicable to this board or commission:

Please specify any business or personal relationships with the City or other activities, which might create a serious conflict of interest or affect your ability to serve if you should be appointed to this board or commission:

Have you attended a meeting of the board/commission you are applying to or talked to anyone currently on the board? ☐ Yes ☒ No
Comments: _____

Statement of Intent

I am aware of the requirements of the City regarding conflicts of interest of appointees to the City of Sherman Boards and Commissions, as noted in the overview. I am aware of meeting dates and times of the Board/Commission for which I have applied, and that Board/Commission members are expected to attend a minimum of 75 percent of regularly scheduled meetings annually of their Board/Commission. If appointed, I agree to serve on the Board/Commission for which I have applied. Applications, including those received after the posted deadline, will remain on file for one year from the date of receipt.

Signature: *Don m* Date: 2-26-15

In compliance with Chapter 552, Vernon's Texas Codes Annotated (Open Records Law), information provided on this application may be available to the public, upon request.

Sherman
CLASSIC TOWN. BROAD HORIZON.



CITY OF SHERMAN

APPLICATION FOR BOARD OR COMMISSION MEMBERSHIP



Return completed application to:

City Clerk's Office
220 W. Mulberry
P.O. Box 1106
Sherman, TX 75091
Fax: (903) 892-7394

Please type or use black ink

Please complete one application for each board or commission membership

Please limit attachments to two pages

For questions or additional information, call the City Clerk's Office, (903) 892-7206

Name: Sherry Little

(Please print legal name and your name as you wish it to appear, if different.)

Name of Board

or Commission: Main Street

☒ Yes, I would be interested in serving on subcommittees that may be formed.

Personal Information

Home Address: P O Box 2898 203 EASTWOOD TERRACE
DENISON, TX 75020
Mailing Address: P O Box 2898
Telephone: 903.436.8374 Fax: _____
E-Mail: sherrylittle74@gmail.com
Sherman Resident for 20 years County: 20
Drivers License No.: 06834370
Voter Registration No.: 1025172077

Occupational Information

Business Name: Old Iron Post
Occupation: Owner
Address: 101 N Travis St
Telephone: 903.892.8211 Fax: n/a
E-Mail: sherrylittle74@gmail.com

Which Council District do you live in? (see attached map) _____

Prior work experience: (please include dates)

Teaching 1974-77; 1988-92; Administrative Assistant Kessler UMC, Dallas 1992-95; Volunteer Coordinator, Home Hospice of Grayson County 1995-2005
Executive Director, Home Hospice of Grayson County 2005 - 2014; Financial Secretary First UMC Sherman 2015 - present.
Owner Barrett Hospitality, LLC, dba Old Iron Post, 2014 - present.

Educational Achievement:

High School Graduate? ☒ Yes ☐ No Year Graduated/Left School? 1971, Sherman High School

Business College, Correspondence School, Adult Education, Other? _____

Name of College/University: Baylor University ☒ Bachelor's ☐ Master's ☐ PhD

Volunteer Work: (please include dates)

Cub Scout Pack / Den leader 1995-1999. Great Days of Service Director 1999 and 2000. Hospice volunteer, 1995-2014. Various school projects, ie.
Bowl-a-Thon, Sherman Athletic Booster Club, 1995-2006. Work with DSP&R to develop events and build downtown, 2015 - present.
Confirmation leader, FUMC Sherman, 2000 - 2006; Lay Leader, FUMC Sherman, 2008 - 2015.

Have you ever been convicted of a crime (except for minor traffic offenses that resulted only in a fine)? ☐ Yes ☒ No

If yes, please explain in complete detail. State the nature and approximate date of the conviction, the sentence imposed, whether the sentence has been completed, and any other information you consider to be relevant.

TAXES — ϕ owed

Application held for 12 months from date received

Are you presently serving on a City board or commission? ☐ Yes ☒ No

If so, which one? _____

Why do you want to become a member of this particular board or commission (*how would you use this experience to benefit the City*)?

My husband and I are fully invested in the growth and development of downtown Sherman and I believe that the Main Street Program
will benefit that growth and development in a very positive way. I would be very excited to be a part of all that

Briefly explain what you believe are the three most important issues facing this board or commission and how you believe this board or commission should address each issue?

1) Promotion of downtown to encourage growth and development of business - aiding the
revitalization and utilization process that has begun in downtown Sherman

2) Promotion of downtown to encourage the citizens of Sherman to utilize and enjoy all that is available in downtown

3) Creation of a network and framework within which business owners, developers and citizens can work to
develop a shared vision and complete work that will bring that vision for downtown to fruition.

List any abilities, skills, licenses, certificates, specialized training, or interests you have which are applicable to this board or commission:

Event planning, grant writing, fundraising, communication, education, volunteer management, non-profit board
experience, and a love of this town.

Please specify any business or personal relationships with the City or other activities, which might create a serious conflict of interest or affect your ability to serve if you should be appointed to this board or commission:

Have you attended a meeting of the board/commission you are applying to or talked to anyone currently on the board? ☒ Yes ☐ No

Comments: New board - met with Main Street Director, Sarah McRae

Statement of Intent

I am aware of the requirements of the City regarding conflicts of interest of appointees to the City of Sherman Boards and Commissions, as noted in the overview. I am aware of meeting dates and times of the Board/Commission for which I have applied, and that Board/Commission members are expected to attend a minimum of 75 percent of regularly scheduled meetings annually of their Board/Commission. If appointed, I agree to serve on the Board/Commission for which I have applied. Applications, including those received after the posted deadline, will remain on file for one year from the date of receipt.

Signature: Sherry Little Date: 3/2/2016

In compliance with Chapter 552, Vernon's Texas Codes Annotated (Open Records Law), information provided on this application may be available to the public, upon request.





CITY OF SHERMAN APPLICATION FOR BOARD OR COMMISSION MEMBERSHIP



Return completed application to:

City Clerk's Office
220 W. Mulberry
P.O. Box 1106
Sherman, TX 75091
Fax: (903) 892-7394

Please type or use black ink

Please complete one application for each board or commission membership

Please limit attachments to two pages

For questions or additional information, call the City Clerk's Office, (903) 892-7206

Name:

Ginger Nye

(Please print legal name and your name as you wish it to appear, if different.)

Name of Board

or Commission:

Main Street

☐ Yes, I would be interested in serving on subcommittees that may be formed.

Personal Information

Home Address: 1217 W. Washington
Mailing Address: same
Telephone: 903-813-5767 Fax: _____
E-Mail: ginger.nye@ABTexas.com
Sherman Resident for 30+ years County: same
Drivers License No.: 09533063
Voter Registration No.: 1024978776

Occupational Information

Business Name: American Bank of Texas
Occupation: Director of Marketing
Address: PO Box 1234
Telephone: same Fax: _____
E-Mail: same

Which Council District do you live in? (see attached map)

4 Yes, I believe. I don't find an att'd map?

Prior work experience: (please include dates)

Resume follows

Educational Achievement:

High School Graduate? ☒ Yes ☐ No Year Graduated/Left School? _____

Business College, Correspondence School, Adult Education, Other? _____

Name of College/University: TEXAS TECH

☐ Bachelor's ☐ Master's ☐ PhD

Volunteer Work: (please include dates)

Resume

Have you ever been convicted of a crime (except for minor traffic offenses that resulted only in a fine)? ☐ Yes ☒ No

If yes, please explain in complete detail. State the nature and approximate date of the conviction, the sentence imposed, whether the sentence has been completed, and any other information you consider to be relevant.

Application held for 12 months from date received

Jayes: \$

Are you presently serving on a City board or commission? ☐ Yes ☒ No

If so, which one? _____

Why do you want to become a member of this particular board or commission (*how would you use this experience to benefit the City*)?

Briefly explain what you believe are the three most important issues facing this board or commission and how you believe this board or commission should address each issue?

1) attached

2) _____

3) _____

List any abilities, skills, licenses, certificates, specialized training, or interests you have which are applicable to this board or commission:

attached

Please specify any business or personal relationships with the City or other activities, which might create a serious conflict of interest or affect your ability to serve if you should be appointed to this board or commission:

attached

Have you attended a meeting of the board/commission you are applying to or talked to anyone currently on the board? ☐ Yes ☒ No
Comments: _____

Statement of Intent

I am aware of the requirements of the City regarding conflicts of interest of appointees to the City of Sherman Boards and Commissions, as noted in the overview. I am aware of meeting dates and times of the Board/Commission for which I have applied, and that Board/Commission members are expected to attend a minimum of 75 percent of regularly scheduled meetings annually of their Board/Commission. If appointed, I agree to serve on the Board/Commission for which I have applied. Applications, including those received after the posted deadline, will remain on file for one year from the date of receipt.

Signature: [Signature] Date: 3-8-16

In compliance with Chapter 552, Vernon's Texas Codes Annotated (Open Records Law), information provided on this application may be available to the public, upon request.

Sherman
CLASSIC TOWN. BROAD HORIZON.

Ginger Nye

gmcnye@gmail.com
214.886.1579

1217 W. Washington
Sherman, TX 75092

American Bank of Texas Director of Marketing

April, 2005 - present

Department Manager at community bank with \$2.35 billion in assets, 32 branches in 22 Texas cities and 500 employees. Manage \$2.1 million annual advertising/marketing budget. Since 2005, the bank has not used an advertising agency, preferring the flexibility and fast turn-around of doing many tasks in-house and outsourcing as needed. Currently work with a graphic artist/photographer in north Texas, another photographer in the Hill Country and an animation company located in California. Created and executed award-winning campaign for the merging of two bank siblings into one brand which included a full system conversion. Recently instigated the bank's facilitation of a digital-based financial literacy program (EverFi) in 8 high schools across the state and 7 elementary schools. Annually manage grant program offered to all Sherman elementary schools.

Skills/Experience/Proficiency

- Marketing & Advertising, customizing strategically for individual cities/markets
- Conceptualize and orchestrate creative campaigns
- Website/Print/Social/Outdoor/TV/Radio/Telephone
- Public & Media Relations
- Community Involvement
- Internal Communications
- Word, Outlook, Excel, InDesign, PhotoShop, Illustrator
- Event Production, small and huge
- Interview, hire, manage small staff (including a millennial creative)
- Work closely with other departments, i.e. HR, IT, Facilities, Operations, Lending, Community Reinvestment.
- Travel for photo shoots, trade shows, events
- Travel Club
- Philanthropic giving

Tactical Tanks, LLC Director of Marketing/Sales/Events

August, 2004 - April, 2005

Sold experiential corporate events and leadership training adventures where every participant received camo uniform, dog tags and the experience of driving a military tank. Worked very closely with PR agent resulting in national and international attention. Featured in USA Today, Robb Report, Maxim, D Magazine, Dallas Morning News, Fox 4 and CNBC Squawk Box among others. Clients included Glaxo-Smith-Klein and other pharmaceutical companies, Raytheon, Nokia, insurance companies and a freelance adventure company. Conceptualized, designed and produced an 8-page pamphlet which was later used in print company's ads.

Sherman Dep't of Tourism/Chamber of Commerce

Sept. 1999 - August, 2004

Director of Tourism

- Managed budget with oversight by Tourism Advisory Board, Sherman City Council and Chamber board
- Created, implemented all advertising
- Visitor relations, print publications, managed 2 websites
- Represented Sherman at trade/travel shows
- Interacted with media outlets

Member of:

- Red River Tourism Assoc. (president)
- Texas Historical Commission's Texas Lakes Trail
- Texas Tourism Industry Assoc.
- Texas Assoc. of CVB's
- DFW Area Tourism Council

Chamber Activities Director

Created or Facilitated

- Leadership Sherman
- Prime Time After Hours
- Texoma Expo tradeshow
- Resurrected the UPDATE monthly publication which had withered away
- Build-Your-Own-Business events
- Ambassadors Club (which swelled from 3 to over 30 active participants)
- Annual awards banquet
- Instituted e-mail blast as a form of information dissemination as well as revenue generation

Conceptualized/Produced

- Hot Summer Nights
- Sherman Arts Festival
- Sherman Gets Quirky Art Exhibit
- Jazz on July 3rd
- Red River Valley Birding & Nature Festival
- Western Heritage Celebration
- Christmas parades

Wilson N. Jones Medical Center Physician Recruiter

May, 1999 - Sept. 1999

Located and wooed prospective physicians. Organized interviews with medical staff/administration, arranged events to introduce community/business leaders to incoming physicians and families. Gave tours of city and surrounding area to prospects and spouses, planned and produced wonderful parties. Helped acclimate new hires to the area.

Ginger Nye

Adams First Financial 1989 - 1999

Various titles: Created mortgage loan servicing procedures and policies. Responsible for loan-by-loan accounting, all software updating and trouble-shooting. Began with loan shipping, progressed through quality control, loan servicing, loan processing - everything short of underwriting. Office manager, right-hand man, attitude booster. Ten years working with an audacious entrepreneur who made every day interesting, fun and educational.

Red River Chrysler-Plymouth-Dodge-Jeep 1984 - 1989

Various titles: Receptionist, title clerk, accounting clerk, administrative assistant, substitute salesperson, finally Rental Car Manager - overseeing fleet of rental units. Left in search of work that didn't feel sleazy.

Grayson Co. State Bank 3 weeks in 1984

Note Teller: Might have stayed longer, but they talked about a promotion which meant wearing a uniform. And they said it like that was a good thing.

Pharr 1 RV's Lubbock, Texas 1982 - 1983

Girl Friday: One of the few employees whose last name was not Pharr. Handled phones, sold accessories, rented motor homes, became accounting clerk. Also collaborated on composing and recording a commercial radio jingle (Better Buy Pharr!).

Schlotsky's Lubbock, Texas

General: Worked the counter, worked the oven, I loved that job. Franchise owners made it a great place to learn outstanding customer service. To this day certain Elton John songs make me long to grab a mop and a bucket of bleach water.

Showplace Six Lubbock, Texas

Concessionaire: Lied about my age to get the job and later led a concessionaire revolt when management initiated a plan to charge workers for till shortages (we had to do all the math in our heads!). Unfortunately, nobody followed my lead in the revolt (they swore they'd be right behind me) and I was the only one who threw off my plaid gabardine smock and stormed out that day...

Education and History

Monterey High School, Lubbock, Texas
Attended Texas Tech University

Married 33 years to a retired TI engineer, now an artist who creates and forges custom handmade knives and engraves silver. One child, one son-in-law, one grandchild who will all be moving back to the area from Detroit MI this summer.

Community Involvement: Sherman Education Foundation Trustee & emcee for annual Circle of Success, Crisis Center board of directors, Sherman Community Series board, Sherman Museum ad-hoc event committee, presenter for Evening of Texana and publicity chair for annual cemetery tour, Texoma Health Foundation THINK RED co-chairman, United Way (special events chairperson, 3 years), Denison Arts Council, Girl's Inc. director (treasurer & Duck Race chair), Grayson County Rehab Center Endowment board member, Sherman Community Players Endowment board, 13 years of various SISD PTA positions, First United Methodist Church Trustee, American Heart Assoc. auction chair, Austin College Sesquicentennial special events committee, Leadership Sherman (Class of 1994), "Rally in the Valley" Great Race committee member, Dallas Assoc. of Professional Mortgage Women (2nd VP, secretary, newsletter editor), Red River Valley Arts Festival (publicity, several years), Downtown Sherman, Inc. (newsletter editor and secretary, 1994 - 1997), contributing writer to *Sherman Magazine*, Sherman Community Players director (president, secretary, stage manager), Wilson N. Jones Foundation Board (chaired golf tournament party thrice, chaired scholarship committee thrice as well). Home Hospice of Grayson County 25th Anniversary Gala committee, chaired Crisis Center 2011 - 2013 fund raisers.

Career highlights

Created Hot Summer Nights in 1995 with Cary Wacker and a small group of downtown enthusiasts and then became the sole coordinator/producer/director/emcee for the next 10 years. Later produced FRISCO GROOVES for American Bank of Texas, a similar concert series designed to get the bank's name exposed in a market with 43 other banks. That series ran for four years and we still receive e-mail and facebook messages asking us to bring it back, but it's hard to prove bank accounts are being opened due to a great concert series!

Annually interview SISD Education Foundation Circle of Success honored students and teachers as research for presenting them at the event.

Why do you want to become a member of this particular board or commission (how would you use this experience benefit the City)?

Over the last 30 years I've witnessed downtown Sherman go through cycles of near-greatness followed by near-abandonment followed by excitement followed by apathy and then it all starts over again. Sometimes the driving force of action has been an individual, sometimes the coming together of like minds, but usually the excitement has been experienced by folks who could plan and cajole and encourage but who didn't have any money to actually invest in the properties. I would think anyone who has worked in any capacity toward Sherman's city center would want to be involved as things are percolating with energy – I do.

Briefly explain what are the 3 most important issues facing this board or commission and how you believe this board or commission should address each.

Main Street's 4 point approach suggests there are 4 most important issues facing any downtown interested in revitalizing –

- Organization – I'm unsure how Sherman's Main Street organization will work with DSP&R, Tourism and the Chamber but I think the mapping of cross pollination between all involved is tantamount to successful integration of the program.
- Economic Restructuring – at last the City of Sherman seems not only amenable but eager to see downtown Sherman succeed. Keeping those lines of communication open will be a key element to continued investment and retaining current investors.
- Design – has there ever been a better time for old buildings? Thanks to the DIY channel and Pinterest (and that cute couple in Waco), everybody wants to grab a power tool and find new life in old stuff. Downtown Sherman turned a corner and overcame huge subliminal and bona fide blight when the Old Iron Post owners tore that tacky façade off their building. That's when the energy became palpable – and hopefully that energy will hang around long enough to become the new normal.
- Promotion – those business-owners who have invested in our downtown need to feel some love so that they stay vibrant, engaged and making money. With so many millennials as business-owners, advertising via social media is going strong. But Main Street should be able to co-op some more traditional advertising to alert the non-millennial masses of Grayson County and beyond that downtown Sherman is hopping and the shopping is fine.

And the eating is, too!

Abilities, skills, licenses, certificates, specialized training or interests you have which are applicable to this board or commission:

My skill set includes event production, promotion, marketing & advertising, leadership, budgeting and organizing.

Please specify any business or personal relationships with the City or other activities which might create a serious conflict of interest or affect your ability to serve if you should be appointed to this board or commission: I can think of none.



CITY OF SHERMAN

APPLICATION FOR BOARD OR COMMISSION MEMBERSHIP

Return completed application to:

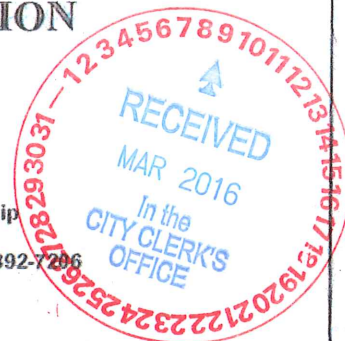
City Clerk's Office
220 W. Mulberry
P.O. Box 1106
Sherman, TX 75091
Fax: (903) 892-7394

Please type or use black ink

Please complete one application for each board or commission membership

Please limit attachments to two pages

For questions or additional information, call the City Clerk's Office, (903) 892-7206



Name: David Bernard Tarvin

(Please print legal name and your name as you wish it to appear, if different.)

Name of Board
or Commission:

Main Street Advisory Board

☒ Yes, I would be interested in serving on subcommittees that may be formed.

Personal Information

Home Address: 607 Westwood Drive

Mailing Address: Same

Telephone: 903-814-0609 Fax: _____

E-Mail: dtvn@mac.com

Sherman Resident for 29 years County: Grayson

Drivers License No.: 20916248

Voter Registration No.: 1152967327

Occupational Information

Business Name: DB Music

Occupation: Owner

Address: 328 W. Lamar St. Ste 100

Telephone: 903-891-4104 Fax: 903-891-4105

E-Mail: david@dbsoundandmusic.com

Which Council District do you live in? (see attached map)

District 4 ✓

Prior work experience: (please include dates)

Dude's Music March 2005 - 2008, DB Music 2009 - Current
Parkway Hills Baptist Church 2011 - Current

Educational Achievement:

High School Graduate? ☒ Yes ☐ No Year Graduated/Left School? 2005

Business College, Correspondence School, Adult Education, Other? Technical School

Name of College/University: Mediatech Institute ☐ Bachelor's ☐ Master's ☐ PhD

Volunteer Work: (please include dates)

Great Days of Service (Director) June 2014, Sherman DSP&R Board,
Children's Express 2015-16

Have you ever been convicted of a crime (except for minor traffic offenses that resulted only in a fine)? ☐ Yes ☒ No

If yes, please explain in complete detail. State the nature and approximate date of the conviction, the sentence imposed, whether the sentence has been completed, and any other information you consider to be relevant.

Application held for 12 months from date received

TAXES: 0

Are you presently serving on a City board or commission? ☐ Yes ☒ No

If so, which one? _____

Why do you want to become a member of this particular board or commission (how would you use this experience to benefit the City)?

I feel that my insight as a business owner and young adult can provide a point of view necessary for this board to continue the rapid growth Sherman is experiencing

Briefly explain what you believe are the three most important issues facing this board or commission and how you believe this board or commission should address each issue?

1) Sherman is currently experiencing a lot of growth and this board should help our city leaders determine the best ways to not only handle this growth, but plan for the future as well.

2) This advisory board should be focused on helping our cities elected officials determine the best moves this city can make in response to bringing in tourists to visit the many area attractions.

3) The most important issue faced by this board is how can the businesses and individuals that encompass our Downtown area come together to strengthen our main street and therefore help grow our the economic impact our downtown has on our city.

List any abilities, skills, licenses, certificates, specialized training, or interests you have which are applicable to this board or commission:

Photography, Audio Engineering, Retail Experience, Wedding and Special Event Production.

Please specify any business or personal relationships with the City or other activities, which might create a serious conflict of interest or affect your ability to serve if you should be appointed to this board or commission:

My company provides Audio/Visual support for most major city functions. We regularly work with Parks & Rec., Tourism, and the staff at the Municipal Building

Have you attended a meeting of the board/commission you are applying to or talked to anyone currently on the board? ☐ Yes ☒ No
Comments: _____

Statement of Intent

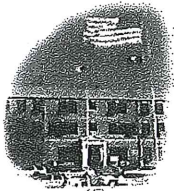
I am aware of the requirements of the City regarding conflicts of interest of appointees to the City of Sherman Boards and Commissions, as noted in the overview. I am aware of meeting dates and times of the Board/Commission for which I have applied, and that Board/Commission members are expected to attend a minimum of 75 percent of regularly scheduled meetings annually of their Board/Commission. If appointed, I agree to serve on the Board/Commission for which I have applied. Applications, including those received after the posted deadline, will remain on file for one year from the date of receipt.

Signature: _____

Date: 3/7/16

In compliance with Chapter 552, Vernon's Texas Codes Annotated (Open Records Law), information provided on this application may be available to the public, upon request.

Sherman
CLASSIC TOWN. BROAD HORIZON.



CITY OF SHERMAN APPLICATION FOR BOARD OR COMMISSION MEMBERSHIP



Return completed application to:

City Clerk's Office
220 W. Mulberry
P.O. Box 1106
Sherman, TX 75091
Fax: (903) 892-7394

Please type or use black ink

Please complete one application for each board or commission membership

Please limit attachments to two pages

For questions or additional information, call the City Clerk's Office, (903) 892-7206

Name: Robin Phillips

(Please print legal name and your name as you wish it to appear, if different.)

Name of Board
or Commission:

Sherman Main Street

☒ Yes, I would be interested in serving on subcommittees that may be formed.

Personal Information	Occupational Information
Home Address: <u>1126 S. Crockett</u>	Business Name: <u>Virginia Cook Realtors</u>
Mailing Address: <u>Sherman TX 75090</u>	Occupation: <u>Realtor</u>
Telephone: <u>903.814.7273</u> Fax: <u>903.868.0889</u>	Address: <u>8411 Douthett Creek</u>
E-Mail: <u>rphillips@virginiacook.com</u>	Telephone: <u>903.893.8174</u> Fax: <u>903.868.0889</u>
Sherman Resident for <u>22</u> years County: <u>Grayson</u>	E-Mail: <u>rphillips@virginiacook.com</u>
Drivers License No.: <u>09764080</u>	
Voter Registration No.: <u>1025118064</u>	

✓

✓

Which Council District do you live in? (see attached map) 4

Prior work experience: (please include dates)

03-08 Bobby Halliday Realtors

09-Present Virginia Cook Realtors

Educational Achievement:

High School Graduate? ☒ Yes ☐ No Year Graduated/Left School? 1984

Business College, Correspondence School, Adult Education, Other?

Name of College/University: Baylor Univ.

☒ Bachelor's ☐ Master's ☐ PhD

Volunteer Work: (please include dates)

1999-Present Sherman ISD PTA boards

22 yrs. of teaching Preschool

2006-Present Sherman Education Foundation

Sunday School at Fusion

2009-Present Sherman Chapter Needlework Guild

Bible Church

Have you ever been convicted of a crime (except for minor traffic offenses that resulted only in a fine)? ☐ Yes ☒ No

If yes, please explain in complete detail. State the nature and approximate date of the conviction, the sentence imposed, whether the sentence has been completed, and any other information you consider to be relevant.

TAXES - CURRENT

Application held for 12 months from date received

Are you presently serving on a City board or commission? ☐ Yes ☒ No

If so, which one? _____

Why do you want to become a member of this particular board or commission (how would you use this experience to benefit the City)?

I am a huge fan of Sherman. It has been a fabulous place to raise my family. I want to get on board with the excitement and momentum of downtown Sherman. As an east-sider (I can walk to the square) I am highly motivated to see excellent development and growth in what I consider my neighborhood. Briefly explain what you believe are the three most important issues facing this board or commission and how you believe this board or commission should address each issue?

- 1) Educate How exciting for Sherman to be designated as a Main Street town. As a new board supporting this aspect of our city, I see 3 great ways to come along side our director and city leaders. Educate the community about all of the present and future opportunities downtown. Promote those opportunities far and wide. Be an ambassador for our Main Street. Encourage the businesses who have long had a presence downtown. Appreciate them and continue to promote them.
- 2) Promote
- 3) Encourage

List any abilities, skills, licenses, certificates, specialized training, or interests you have which are applicable to this board or commission:

Hard working, out of the box thinking, positive worker bee!

Please specify any business or personal relationships with the City or other activities, which might create a serious conflict of interest or affect your ability to serve if you should be appointed to this board or commission:

NONE

Have you attended a meeting of the board/commission you are applying to or talked to anyone currently on the board? ☐ Yes ☒ No

Comments: New Board - I have met the new Main Street Director briefly.

Statement of Intent

I am aware of the requirements of the City regarding conflicts of interest of appointees to the City of Sherman Boards and Commissions, as noted in the overview. I am aware of meeting dates and times of the Board/Commission for which I have applied, and that Board/Commission members are expected to attend a minimum of 75 percent of regularly scheduled meetings annually of their Board/Commission. If appointed, I agree to serve on the Board/Commission for which I have applied. Applications, including those received after the posted deadline, will remain on file for one year from the date of receipt.

Signature: _____

Date: _____

3/10/16

In compliance with Chapter 552, Vernon's Texas Codes Annotated (Open Records Law), information provided on this application may be available to the public, upon request.

Sherman
CLASSIC TOWN. BROAD HORIZON.



CITY OF SHERMAN APPLICATION FOR BOARD OR COMMISSION MEMBERSHIP



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Fax: (903) 892-7394

Please type or use black ink

Please complete one application for each board or commission membership

Please limit attachments to two pages

For questions or additional information, call the City Clerk's Office, (903) 892-7206

Name: Ben Crouse

(Please print legal name and your name as you wish it to appear, if different.)

Name of Board

or Commission: Main Street Board

☐ Yes, I would be interested in serving on subcommittees that may be formed.

Personal Information

Home Address: 301 W. Scott St.
Mailing Address: 301 W. Scott St.
Telephone: 903-271-3104 Fax: _____
E-Mail: bencrouse1@gmail.com
Sherman Resident for 26 years County: Grayson
Drivers License No.: 23030034
Voter Registration No.: 1148706256

Occupational Information

Business Name: CBC Creative
Occupation: CFO
Address: 100 N. Travis St. Suite 205
Telephone: 877-932-6373 Fax: _____
E-Mail: ben@cbccreative.com

✓ Which Council District do you live in? (see attached map) 1

Prior work experience: (please include dates)

Owner of Quick Sign Company - 2011-2014

owner of CBC Creative - 2014-present

Educational Achievement:

High School Graduate? ☒ Yes ☐ No Year Graduated/Left School? Graduated 2008

Business College, Correspondence School, Adult Education, Other? _____

Name of College/University: _____ ☐ Bachelor's ☐ Master's ☐ PhD

Volunteer Work: (please include dates)

DSP&R - 2014-present

Sherman Parks and Recreation 2015-Present

North Texas Youth Connection 2016-Present

Have you ever been convicted of a crime (except for minor traffic offenses that resulted only in a fine)? ☐ Yes ☒ No

If yes, please explain in complete detail. State the nature and approximate date of the conviction, the sentence imposed, whether the sentence has been completed, and any other information you consider to be relevant.

TAXES - NO

Application held for 12 months from date received

Are you presently serving on a City board or commission? ☒ Yes ☐ No

If so, which one? Parks and Recreation

Why do you want to become a member of this particular board or commission (*how would you use this experience to benefit the City*)?
I own and operate two businesses in Downtown Sherman and utilize downtown for many shopping, dining, and entertainment resources

Briefly explain what you believe are the three most important issues facing this board or commission and how you believe this board or commission should address each issue?

- 1) Economic Development - Giving existing businesses the tools they need to thrive in downtown. This will pour over into the establishment of new businesses and the relocation of businesses to Sherman's downtown district.
- 2) Identity - Sherman is a working downtown and is heavily defined by Federal, State, and Local government business. This is something to be embraced and allows Sherman a foundation of cash flow that comes naturally. Freeing downtown to build and grow with less risk than a downtown defined by entertainment traffic.
- 3) Stewardship - Downtown is the core of Sherman, it defines the town and answers the question of who Sherman was, is, and will be. The historical and cultural importance of this is great and has been passed down to us through the eras (some better than others). Continuing this guardianship is critical for economic development, cultural preservation, and community identification.

List any abilities, skills, licenses, certificates, specialized training, or interests you have which are applicable to this board or commission:

I have experience in various types of industry. Through out my career I have worked and owned companies in the construction, manufacturing, advertising, and retail arenas. Two of said businesses are located and operated in Downtown Sherman

Please specify any business or personal relationships with the City or other activities, which might create a serious conflict of interest or affect your ability to serve if you should be appointed to this board or commission:

I have been involved with the City of Sherman on various fronts. I do not know of anything that would seriously conflict with this application.

Have you attended a meeting of the board/commission you are applying to or talked to anyone currently on the board? ☐ Yes ☐ No
Comments: I have attended education sessions about this board and know the majority of individuals that will most likely be on this board

Statement of Intent

I am aware of the requirements of the City regarding conflicts of interest of appointees to the City of Sherman Boards and Commissions, as noted in the overview. I am aware of meeting dates and times of the Board/Commission for which I have applied, and that Board/Commission members are expected to attend a minimum of 75 percent of regularly scheduled meetings annually of their Board/Commission. If appointed, I agree to serve on the Board/Commission for which I have applied. Applications, including those received after the posted deadline, will remain on file for one year from the date of receipt.

Signature: 

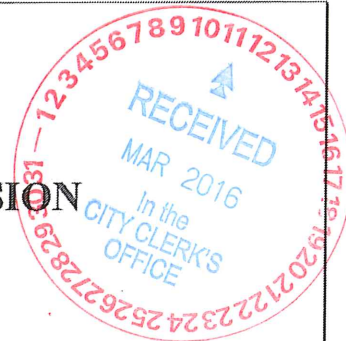
Date: 3-11-16

In compliance with Chapter 552, Vernon's Texas Codes Annotated (Open Records Law), information provided on this application may be available to the public, upon request.


CLASSIC TOWN. BROAD HORIZON.



CITY OF SHERMAN APPLICATION FOR BOARD OR COMMISSION MEMBERSHIP



Return completed application to:

City Clerk's Office
220 W. Mulberry
P.O. Box 1106
Sherman, TX 75091
Fax: (903) 892-7394

Please type or use black ink

Please complete one application for each board or commission membership

Please limit attachments to two pages

For questions or additional information, call the City Clerk's Office, (903) 892-7206

Name: Verna Gilbert - Morneau

(Please print legal name and your name as you wish it to appear, if different.)

Name of Board

or Commission: Main Street Advisory Board

☒ Yes, I would be interested in serving on subcommittees that may be formed.

Personal Information

Home Address: 202 Arapaho West Sherman, Texas 75092

Mailing Address: _____

Telephone: _____

Fax: _____

E-Mail: vhowell903@yahoo.com

Sherman Resident for 38 years

County: Grayson

Drivers License No.: 03953054 TX

Voter Registration No.: 1025169368

Occupational Information

Business Name: _____

Occupation: _____

Address: _____

Telephone: _____

Fax: _____

E-Mail: _____

Which Council District do you live in? (see attached map) District 4

Prior work experience: (please include dates)

UT Dallas - October 2005 through August 2008 was Assistant to Director of Events and Special Projects

Girl Inc. - August 2008 through December 2009 was Marketing Director

Cross My Heart Collections - September 2011 through January 2015 was Owner

Educational Achievement:

High School Graduate? ☒ Yes ☐ No

Year Graduated/Left School? Christian Liberty Academy, 1996

Business College, Correspondence School, Adult Education, Other? International Business School

Name of College/University: UT Dallas

☐ Bachelor's ☐ Master's ☐ PhD

Volunteer Work: (please include dates)

Sherman Downtown Now - October 11, 2014, October 10, 2015 and July 11, 2015

Home Hospice - Current

Grand Central Station - Current

Sherman Service League - Current

Have you ever been convicted of a crime (except for minor traffic offenses that resulted only in a fine)? ☐ Yes ☒ No

If yes, please explain in complete detail. State the nature and approximate date of the conviction, the sentence imposed, whether the sentence has been completed, and any other information you consider to be relevant.

Application held for 12 months from date received

TAXES - NO

Are you presently serving on a City board or commission? ☐ Yes ☒ No

If so, which one? _____

Why do you want to become a member of this particular board or commission (*how would you use this experience to benefit the City*)?
Sherman has always been my home and now I have a chance to help with it's rapid growth and give back. I think with my previous work background gives me great insight on providing and implementing ideas which may help this board be successful.

Briefly explain what you believe are the three most important issues facing this board or commission and how you believe this board or commission should address each issue?

1) Economic Growth on our downtown. We need to support our businesses and recruit more to make our downtown all it can be.

2) Promotion is a huge factor, more focus on marketing and promoting. I think we should get local businesses to do co-op advertising. Advertising is costly out of pocket expense, which many new businesses may not have.

3) Improving Downtown's appearance by removing unsightly signage and helping create storefront improvements. Downtown decorations ex. St. Patrick's Day, Easter, Halloween

List any abilities, skills, licenses, certificates, specialized training, or interests you have which are applicable to this board or commission:

I have great communication, leadership and marketing skills. I am passionate individual who hates giving up.

Please specify any business or personal relationships with the City or other activities, which might create a serious conflict of interest or affect your ability to serve if you should be appointed to this board or commission:

Have you attended a meeting of the board/commission you are applying to or talked to anyone currently on the board? ☐ Yes ☒ No
Comments: _____

Statement of Intent

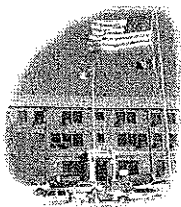
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Signature: Verna Hilbert-Moreau

Date: 03/11/16

In compliance with Chapter 552, Vernon's Texas Codes Annotated (Open Records Law), information provided on this application may be available to the public, upon request.

Sherman
CLASSIC TOWN. BROAD HORIZON.



CITY OF SHERMAN

APPLICATION FOR BOARD OR COMMISSION MEMBERSHIP

Return completed application to:

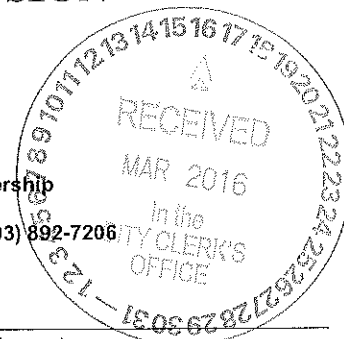
City Clerk's Office
220 W. Mulberry
P.O. Box 1106
Sherman, TX 75091
Fax: (903) 892-7394

Please type or use black ink

Please complete one application for each board or commission membership

Please limit attachments to two pages

For questions or additional information, call the City Clerk's Office, (903) 892-7206



Name: DARON HOLLAND

(Please print legal name and your name as you wish it to appear, if different.)

Name of Board

or Commission: MAIN STREET BOARD

☒ Yes, I would be interested in serving on subcommittees that may be formed.

Personal Information	Occupational Information
Home Address: <u>912 J. BRYANT</u>	Business Name: <u>HOLLAND LOGOS / DEES CLEANING</u>
Mailing Address: _____	Occupation: <u>OWNER</u>
Telephone: <u>903 821 2229</u> Fax: _____	Address: <u>315 N. TRAILS</u>
E-Mail: <u>DARON W HOLLAND LOGOS.COM</u>	Telephone: <u>903 821 2229</u> Fax: _____
Sherman Resident for <u>50</u> years County: <u>GRAYSON</u>	E-Mail: <u>DARON W HOLLAND LOGOS.COM</u>
Drivers License No.: <u>12215760</u>	
Voter Registration No.: <u>1024980566</u>	

Which Council District do you live in? (see attached map) 4

Prior work experience: (please include dates)

FOLGERS COFFEE (PURCHASING) BUYER 10 YRS

Educational Achievement:

High School Graduate? ☒ Yes ☐ No Year Graduated/Left School? _____

Business College, Correspondence School, Adult Education, Other? _____

Name of College/University: SOUTHERN UNIVERSITY ☐ Bachelor's ☐ Master's ☐ PhD

Volunteer Work: (please include dates)

Have you ever been convicted of a crime (except for minor traffic offenses that resulted only in a fine)? ☐ Yes ☒ No

If yes, please explain in complete detail. State the nature and approximate date of the conviction, the sentence imposed, whether the sentence has been completed, and any other information you consider to be relevant.

Application held for 12 months from date received

Taxes: NO

Are you presently serving on a City board or commission? ☐ Yes ☒ No

If so, which one? _____

Why do you want to become a member of this particular board or commission (how would you use this experience to benefit the City)?

TO HELP BRING BUSINESS TO THE DOWNTOWN AREA (BENEFIT TO
THE BOARD IS MY EXPERIENCE FROM OTHER BOARDS)

Briefly explain what you believe are the three most important issues facing this board or commission and how you believe this board or commission should address each issue?

1) INCLUDING ALL OF DOWNTOWN FROM MULBERRY TO
LAMAR.

2) WE NEED TO DO TRAFFIC CONTROL ON THE
MULBERRY SIDE OF DOWNTOWN THE SPEEDING IS
DANGEROUS.

3) _____

List any abilities, skills, licenses, certificates, specialized training, or interests you have which are applicable to this board or commission:

Please specify any business or personal relationships with the City or other activities, which might create a serious conflict of interest or affect your ability to serve if you should be appointed to this board or commission:

Have you attended a meeting of the board/commission you are applying to or talked to anyone currently on the board? ☒ Yes ☒ No

Comments: THE PEOPLE I HAVE SPOKE TO HAS LOTS OF ENERGY

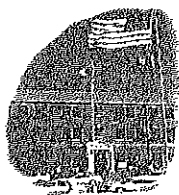
Statement of Intent

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Signature: Daron Hollan Date: 3 / 16 / 16

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Sherman
CLASSIC TOWN. BROAD HORIZON.



CITY OF SHERMAN

APPLICATION FOR BOARD OR COMMISSION MEMBERSHIP

Return completed application to:

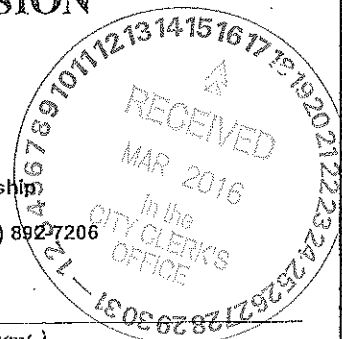
City Clerk's Office
220 W. Mulberry
P.O. Box 1106
Sherman, TX 75091
Fax: (903) 892-7394

Please type or use black ink

Please complete one application for each board or commission membership

Please limit attachments to two pages

For questions or additional information, call the City Clerk's Office, (903) 892-7206



Name:

David W. Gunn

(Please print legal name and your name as you wish it to appear, if different.)

Name of Board
or Commission:

Main Street

☒ Yes, I would be interested in serving on subcommittees that may be formed.

Personal Information	Occupational Information
Home Address: <u>12 CARTER COURT, ALLEN TX 75002</u>	Business Name: <u>Knight Furniture</u>
Mailing Address: <u>108 W. Lamar, SHERMAN TX 75090</u>	Occupation: <u>Owner / CEO</u>
Telephone: <u>903-816-4015</u> Fax: <u>903-893-9480</u>	Address: <u>108 W. Lamar, Sherman 75080</u>
E-Mail: <u>dgunn@knightfurniture.com</u>	Telephone: <u>903-893-9484</u> Fax: <u>903-893-9480</u>
Sherman Resident for _____ years County: _____	E-Mail: <u>dgunn@knightfurniture.com</u>
Drivers License No.: _____	
Voter Registration No.: <u>N/A</u>	

Which Council District do you live in? (see attached map) N/A

Prior work experience: (please include dates)

Educational Achievement:

High School Graduate? ☒ Yes ☐ No Year Graduated/Left School? _____

Business College, Correspondence School, Adult Education, Other? _____

Name of College/University: Austin College

☒ Bachelor's ☐ Master's ☐ PhD

Volunteer Work: (please include dates)

2014-current Sherman Chamber of Commerce, 2013-current North American Home Furn. Assoc.
dates unknown - Sherman Main Street, Dawn Bunn Sherman Inc, Grayson County
Retail Merchants Assoc, Furniture Marketing Group, National Home Furnishings Assoc.

Have you ever been convicted of a crime (except for minor traffic offenses that resulted only in a fine)? ☐ Yes ☒ No

If yes, please explain in complete detail. State the nature and approximate date of the conviction, the sentence imposed, whether the sentence has been completed, and any other information you consider to be relevant.

TAXES: N/A

Application held for 12 months from date received

Are you presently serving on a City board or commission? ☐ Yes ☒ No

If so, which one? _____

Why do you want to become a member of this particular board or commission (how would you use this experience to benefit the City)?

Downtown is a reflection of our city. Quality of life and revenues should both be better than current standards. Personally invested as a property and business owner (Knight Furniture)

Briefly explain what you believe are the three most important issues facing this board or commission and how you believe this board or commission should address each issue?

1) Downtown making a meaningful and positive impact on the quality of life in Sherman and surrounding communities

2) Economic growth and vitality of downtown area

3) Cohesive involvement of primary players in downtown district, driven by a single vision, in order to achieve #1 and 2.

List any abilities, skills, licenses, certificates, specialized training, or interests you have which are applicable to this board or commission:

Board member of First Sherman Main Street Project, current chair of Sherman Chamber of Commerce, former involvement with ASH-R and Downtown Sherman, Inc.

Please specify any business or personal relationships with the City or other activities, which might create a serious conflict of interest or affect your ability to serve if you should be appointed to this board or commission:

Have you attended a meeting of the board/commission you are applying to or talked to anyone currently on the board? ☒ Yes ☐ No

Comments: _____

Statement of Intent

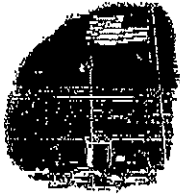
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Signature: _____

Date: 3-16-16

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Sherman
CLASSIC TOWN. BROAD HORIZON.



CITY OF SHERMAN APPLICATION FOR BOARD OR COMMISSION MEMBERSHIP



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P.O. Box 1106
Sherman, TX 75091
Fax: (903) 892-7304

Please type or use black ink

Please complete one application for each board or commission membership

Please limit attachments to two pages

For questions or additional information, call the City Clerk's Office, (903) 892-7206

Name: Leigh Ann Kloppers
(Please print legal name and your name as you wish it to appear, if different.)

Name of Board or Commission: Downtown Main Street Advisory Board

☐ Yes, I would be interested in serving on subcommittees that may be formed.

Personal Information**Occupational Information**Home Address: 1420 N. Alexander, Sherman 75092Business Name: Legend BankMailing Address: SameOccupation: Commercial Lender, AVPTelephone: 903.771.7429

Fax: _____

Address: 1700 N. Travis St. Ste. E, Sherman 75092E-Mail: leighann.kloppers@legend-bank.comTelephone: 903.640.5427Fax: 903.771.4309Sherman Resident for 33 years County GraysonE-Mail: leighann.kloppers@legend-bank.comDrivers License No.: 18757675Voter Registration No.: 1025473445

Which Council District do you live in? (see attached map) Davis 1

Prior work experience: (please include dates)

Educational Achievement:High School Graduate? ☒ Yes ☐ No Year Graduated/Left School? 2001

Business College, Correspondence School, Adult Education, Other? _____

Name of College/University: Southeastern Oklahoma State University
☒ Bachelor's ☐ Master's ☐ PhD
Math

Volunteer Work: (please include dates)

Sherman Service League & their boardGrand Central Station advisory boardWestly Village Retirement Home board

Have you ever been convicted of a crime (except for minor traffic offenses that resulted only in a fine)? ☐ Yes ☒ No

If yes, please explain in complete detail. State the nature and approximate date of the conviction, the sentence imposed, whether the sentence has been completed, and any other information you consider to be relevant.

Application held for 12 months from date received

TAXES: N/A

Are you presently serving on a City board or commission? ☐ Yes ☒ No

If so, which one? _____

Why do you want to become a member of this particular board or commission (how would you use this experience to benefit the City)?

I want to serve on this board if I am passionate about the growth & revitalization of the Sherman downtown. I believe that if we don't make a concentrated effort to bring our downtown to full life it won't happen on its own.

Briefly explain what you believe are the three most important issues facing this board or commission and how you believe this board or commission should address each issue?

1) I believe the perception of a 'fun' downtown is a hurdle this board faces. I believe that if our citizens see downtown as a fun place to spend their time it will naturally increase foot traffic & revenue.

2) Space. Space downtown for new businesses is a major hurdle for this new board. This board could get with current building owners and discuss options of utilizing unused floors or spaces for new and growing businesses.

3) General awareness of the events going on in and around downtown to the general public. I believe this board can create a great and effective communication campaign to inform the general public of what is going on downtown and create excitement.

List any abilities, skills, licenses, certificates, specialized training, or interests you have which are applicable to this board or commission:

As a life long Sherman resident I believe that I bring a pair of eyes with history behind them. As a young adult I bring a perspective to attract more young people to the downtown area.

Please specify any business or personal relationships with the City or other activities, which might create a serious conflict of interest or affect your ability to serve if you should be appointed to this board or commission:

Have you attended a meeting of the board/commission you are applying to or talked to anyone currently on the board? ☐ Yes ☒ No
Comments: _____

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Signature: _____

Date: 3/16/15

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Sherman
CLASSIC TOWN. BROAD HORIZON.



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Meeting Date: 03/21/2016

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

COUNCIL CALENDAR

Attachments

2016 Council Calendar

2016

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

FEBRUARY						
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7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29					

MARCH						
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27	28	29	30	31		

APRIL						
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24	25	26	27	28	29	30

MAY						
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15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

JUNE						
S	M	T	W	T	F	S
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JULY						
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24	25	26	27	28	29	30
31						

AUGUST						
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28	29	30	31			

SEPTEMBER						
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OCTOBER						
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23	24	25	26	27	28	29
30	31					

NOVEMBER						
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27	28	29	30			

DECEMBER						
S	M	T	W	T	F	S
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11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

2/11/2016	Called Council Meeting for Transportation Workshop
4/15/2016	Called Budget Planning Meeting in Council Chambers
06/21-22/2016	Called Budget Workshop in Council Chambers
7/4/2016	Independence Day/Called Council Meeting on 7/5/2016
9/5/2016	Labor Day/Called Council Meeting on 9/6/2016
